



# City Commission Regular Meeting Agenda

Monday, February 05, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of January 16, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for February 5, 2024

5. **Items from Citizens on Agenda**

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. Rescind hiring of Atlas Maverick patrol officer from January 16, 2024 minutes.

[b.](#) Permission to approve updated job description for Library Assistant I.

c. Permission to increase hours for Jessica Tolar, Library Assistant I, from 19 hours to part-time 25 hours per week (with 1/2 time benefits per employee handbook) at \$15.00 per hour, effective February 4, 2024.

d. Permission to promote Michael Olsen to part-time (29 hours per week with 1/2 time benefits per employee handbook) Rec Center front desk receptionist at \$16.00 per hour, effective February 4, 2024.

e. Permission to accept resignation of patrol officer Edward Allen effective January 30, 2024.

f. Permission to advertise in-house for 5 days and with outside sources for two full time patrol officer positions. (certified \$26.79 per hour and non-certified \$24.22 per hour)

[g.](#) Permission to adopt new job description for Safety Coordinator.

- h. Permission to notify in-house salaried employees defined in Chapter 2.08.010 of Safety Coordinator position at annual stipend of \$3,000.00. (Position open until filled)
- i. Permission to approve the FY2024 aluminum can recycling proceeds to be allocated to Feeding Deadwood.
- j. Permission to make 2024 budget allocation to Lobbyist Craig Matson in the amount of \$20,040.00. (To be paid by Bed and Booze line item)
- k. Permission to approve 2023 abatement request for parcels 30075-00049-000-00, 30075-00036-000-10, 30075-00035-000-00. (School Lots 33 through 36 and 42 through 49, Fuller Brothers LLP)
- l. Acknowledge payment of \$6,500.00 and submittal of a Conditional Letter of Map Revision (CLOMR) for FEMA project clarifying the affects of the hydrologic and hydraulic characteristics of Whitewood Creek in Phase I of the proposed restoration efforts with the determination of Base Flood Elevations.
- m. Acknowledge City of Deadwood's transition of engineering services from KLJ Engineering to DGR Engineering for Burnham Avenue extension to maintain the engineer of record for the project being Dana Foreman, PE.
- n. Permission for the Mayor to sign agreement between Deadwood Historic Preservation Commission and Deadwood Alive for reenactments, performances of The Trial of Jack McCall and operation of the Deadwood Stage Coach for the seasons 2024 through 2028.
- o. Permission for the Mayor to sign lease agreement 600 square feet of city property near the PRV building at the Deadwood Event Complex to CommNet Cellular Inc. for location of a small cell tower.
- p. Permission for Mayor to sign addendum to water use agreement dated September 22, 2006 agreement with Oak Mountain Country Estates Owners Association adjusting utility surcharge and water rates.
- q. Permission to purchase 10ft snow pusher from Signature Auto Sales in an amount not to exceed \$3,200.00. (To be paid from Parks Equipment budget.)
- r. Permission for the Mayor to sign contract with Complete Concrete in the amount of \$211,285.00 for the 2024 Mt. Moriah Cemetery Project to include base bid and alternated #1 through #6.
- s. Recommendation from Parking and Transportation - approval of Tourist Conveyance Licenses for Ride Deadwood dba Boot Hill Tours, Alkali Ike Tours and Original Deadwood Tours for the 2024 season, contingent upon vehicle inspections and insurance information.
- t. Recommendation from Parking and Transportation - approve request from Alkali Ike Tour Conveyance License to move staging from present location to the Welcome Center for the 2024 season per Chapter 5.40.010 section C.
- u. Permission for Mayor to sign 3-year agreement with Station Automation dba PSTrax for software for the Fire Department.



- v. Permission for Mayor to sign renewal of Marketing and Promotion Agreement between City of Deadwood, Business Improvement District No. BID 7 and ZCN, LLC to expire December 31, 2034
- w. Permission to allow Finance Officer to sign contract with Fitter and Faster for 2024 swim camp to be held on April 13 and 14. Registration fees and lifeguard wages will be collected in lieu of rental fee for the pool which is being waived.
- x. Permission to purchase 60 tons of Black Magic salt at \$172.00 per ton. (To be paid by Streets Supply budget.)
- y. Permission for Deadwood Volunteer Fire Firefighters John Beck and Jeff Millard to use city vehicle to travel to Belle Fourche on February 6, 2024 for emergency pipeline response training.
- z. Permission for Deadwood Volunteer Fire Fighters John Beck, Jeremy Van Tassel, Sarah Van Tassel and Melanie Bonds to use city vehicle to travel to Box Elder on February 17 and 18, 2024 for Rushmore Fire Conference. Cost is \$75.00 per person to be paid from Fire Dept training budget.

**7. Bid Items**

- a. Results of bid opening for a 2002 or newer 95-100' Platform or Aerial Platform Ladder Truck held on February 1, 2024. Orange County Emergency Services District 3 - \$135,000.00 and Zimmerman Farm Services, Inc. - \$230,000.00.
- b. Permission for the Deadwood Historic Preservation Office to advertise for bids and set bidding opening for 2:00 p.m. on February 29, 2024 for the retaining wall project at 10 Denver Avenue with results to the City Commission on March 4, 2024.
- c. Permission for the Deadwood Historic Preservation Office to advertise for bids and set bidding opening for 2:00 p.m. on February 29, 2024, for the retaining wall project at 74 Van Buren Avenue with results to the City Commission on March 4, 2024.

**8. Public Hearings**

- a. Hold public hearing for Convention Center (on-sale) Liquor License (CL-501) and Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-3536) transfers from Deadwood Gaming BHCI LLC to Deadwood Hospitality BHCI LLC dba Deadwood Comfort Inn at 225 Cliff Street.
- b. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Main Street Espresso at 652 Main Street.
- c. Set public hearing on February 20 for Retail (on-off sale) Wine and Cider License and transfer of Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-29580) from Black Hills Provisions to Deadwood Main, LLC dba The Vault Lounge at 696 Main Street.
- d. Set public hearing on February 20 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Outfitters & Topsy Buffalo Bar at 653 Main Street.
- e. Set public hearing on February 20 for Summer Kick Off Concert: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 24, and noon to 10:00

p.m. on Saturday, May 25; street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. on Friday, May 24 to 1:00 a.m. on Sunday, May 26, 2024. and closure of Siever Street (If needed) from 7:00 a.m. to midnight on Saturday, May 25, 2024.

- f. Set public hearing on February 20 for Wednesday Night Concert Series at Outlaw Square: street closure on Deadwood Street from Main Street to Pioneer Way from 6:15 p.m. to 10:00 p.m. on the following Wednesdays: May 29, June 5, June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 14 and August 28 and open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays with the addition of August 21, 2024.
- g. Set public hearing on February 20 for Wild Bill Days Event: street closure on Main Street, Deadwood to Pine at 4:00 a.m. on Thursday, June 13 through 10:00 p.m. on Saturday, June 15; street closure on Main Street, Wall to Deadwood from 2:15 p.m. on Thursday, June 13 through 2:00 a.m. on Sunday, June 16; open container in zones 1 and 2 Thursday, June 13, Friday, June 15 and Saturday, June 15 from noon to 10:00 p.m. daily, use of public property Friday, June 14 for Midnight Cowboy 5K, waiver of banner and vending fees Thursday, June 13 through Saturday, June 15 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.
- h. Set public hearing on February 20 for Sturgis Motorcycle Parking: parking on Main Street 10:00 a.m. to 2:00 a.m. daily Sunday, July 28 through Monday, August 12; parking in Interpretive Lot 10:00 a.m. to 2:00 a.m. daily Thursday, August 1 through Sunday, August 11, 2024.
- i. Set public hearing on February 20 for Kool Deadwood Nites Event: street closure on Main Street from Wall to Deadwood at 6:00 p.m. to 9:00 p.m. on Tuesday, August 20, street closure on Main Street from Wall to Deadwood at 2:15 p.m. Wednesday, August 21 to 3:00 a.m. Sunday, August 25; street closure on Siever Street on Thursday, August 22 from 5:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine street on Thursday, August 22 from 4:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 23 and Saturday, August 24 from 4:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 25; open container in Zones 1 and 2 on Wednesday, August 21 from 5:00 p.m. to 10:00 p.m. and Thursday, August 22, Friday, August 23, Saturday, August 24 and Sunday, August 25 from noon to 10:00 p.m. daily; waiver of banner fees Sunday, August 18 through Sunday, August 25; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Tuesday, August 20 through Sunday, August 25; waiver of vending fees for Napa (or alternative sponsor) at Welcome Center Lot Thursday, August 22 through Saturday, August 25; use of Interpretive Lot at 2:00 a.m. on Thursday, August 22 through 2:00 p.m. on Sunday, August 25; use of Interpretive Lot (7 parking spaces near Deadwood Street) Sunday, August 18 through Sunday, August 25 for tent and merchandise; use of Welcome Center Lot at 6:00 a.m. on Tuesday, August 20 through 10:00 p.m. on Saturday, August 24; use of Event Complex, Friday, August 23 through Sunday August 25; and Main

Street parking from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace on Thursday, August 22 to Saturday, August 24, 2024 from 10:00 a.m. to 10:00 p.m. daily.

9. **Old Business**

10. **New Business**

- a. First Reading Ordinance #1393 Amending Chapter 10.12.047 Parking Meter Rate regarding language under subsection C(3).
- b. First Reading Ordinance #1394 Budget Supplement 1 for 2024
- c. Resolution 2024-05 Authorizing submittal of Drinking Water Facilities Funding Application for City of Deadwood.
- d. Permission to allow Mayor to sign software maintenance renewal with ESRI in an amount of \$19,180.00. (To be split between the departments using software.)
- e. Permission to accept and sign renewed proposal from Rasmussen Mechanical Services to provide annual preventative maintenance on HVAC systems, including filters, for all city buildings in 2024 at a cost not to exceed \$79,524.00 (To be paid from Public Buildings professional services.)
- f. Permission to accept low quote from Hurco Technologies, Inc. in the amount of \$53,285.00 for the purchase of 2024 Hurco VAC300G-FI Valve Exerciser truck. (To be paid by Water Dept. Equipment budget.)
- g. Permission to purchase Verkada cameras for the Deadwood Public Library from Technology Inc. for a cost not to exceed \$10,581.33, including installation and 10 year warranty. (To be paid from HP Capital Assets.)
- h. Permission to purchase a 30' stainless steel radiant heater with installation from Rasmussen Mechanical at a price not to exceed \$11,657.00. (To be paid by Public Buildings Improvements budget.)
- i. Permission for Mayor to sign three-year agreement with Prairie Hills Transit in the amount of \$3,500.00 per year for Para-Transit services for City of Deadwood residents. (To be paid by P & T Professional Services.)
- j. Accept Construction Change Order #3 in the amount of \$34,412.50 for the Whitewood Creek Restoration (FEMA) project bringing new contract total to \$7,650,613.17.
- k. Permission to allow Mayor to sign agreement with Donald Toms, Independent Contractor, for the 2024 City of Deadwood Ledger Indexing Project at a cost not to exceed \$8,000.00 to be paid from HP Archives line item.
- l. Permission to allow Mayor to sign agreement with Jaci Pearson, Independent Contractor, for the 2024 City of Deadwood Oral History Project at a cost not to exceed \$6,750.00 to be paid from HP Archives line item.
- m. Permission to contract with Renee Boen for professional services related to archaeological collections at a cost not to exceed \$5,000.00 to be paid from HP Archaeology line item.

- n. Act as the Board of Adjustments and approve/deny formal request to surrender and remove Conditional Use Permit for the development of condominiums in the C – Commercial District at 51, 53, 55 Sherman Street previously approved by the Deadwood Planning and Zoning Commission on Wednesday, September 21, 2022 and the Deadwood Board of Adjustment on October 3, 2022.

11. **Informational Items and Items from Citizens**

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action  
Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action

13. **Adjournment**

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>  
Meeting ID: 605 578 2082  
Password: 1876  
One tap mobile: 669-900-9128

*Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

**REGULAR MEETING, JANUARY 16, 2024**

The Regular Session of the Deadwood City Commission convened on Tuesday, January 16, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Gary Todd. Commissioner Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Johnson seconded to approve the minutes of January 2, and the special meeting of January 8, 2024. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Todd seconded to approve the January 16, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

ALBERTSON ENGINEERING	PROJECT	18,230.64
AMAZON CAPITAL	SUPPLIES	1,084.55
AMERICAN ENGINEERING TESTING	PROJECT	4,308.50
AMERICAN RED CROSS TRAINING	SUPPLIES	288.00
ARCHAEOLOGICAL RESEARCH	FEMA	25,521.48
ASERMELY, MISTY	GRANT	12,000.00
ASSOCIATION FOR RURAL	MEMBERSHIP	20.00
ASSOCIATION OF STATE FLOOD	MEMBERSHIP	300.00
BACHAND, MIKE	REIMBURSEMENT	168.00
BADGER METER	SERVICE	900.00
BERBERICH DESIGN	SERVICE	3,748.26
BH CHEMICAL	SUPPLIES	2,756.22
BH COLLISION PROS	SERVICE	2,696.50
BH ENERGY	SERVICE	30,674.22
BH PIONEER	SERVICE	984.53
BH SECURITY	SERVICE	1,378.50
BH SPECIAL SERVICES	CLEANING	2,125.00
BH WINDOW CLEANING	SERVICE	2,537.00
BLAIR, CHRIS	GRANT	10,000.00
COMPLETE CONCRETE	PROJECT	135,971.08
CURTIS BLUE LINE	UNIFORMS	412.99
D.C. BOOTH HISTORIC FISH	SIGNAGE	5,000.00
DAKOTA PUMP	PROJECT	61,398.09
DEADWOOD CHAMBER	BILL LIST	5,606.25
ECOLAB	SERVICE	272.56
ELITE SIGNS	SIGNAGE	29,721.86
ESO SOLUTIONS	SERVICE	759.72
FETTER, CHARLES	REIMBURSEMENT	30.00
FIB CREDIT CARDS	SUPPLIES	8,087.26
FLOYD'S TRUCK CENTER	SERVICE	1,140.92
GALLS	SUPPLIES	154.39
GOLDEN WEST	SERVICE	3,539.50
GUNDERSON, PALMER, NELSON	SERVICE	2,775.00
HILLS INTERIORS	PROJECT	25,191.27
INTERSTATE ENGINEERING	PROJECT	4,597.10
IPS GROUP	SERVICE	6,802.34
JACOBS WELDING	SERVICE	3,935.00
KLJ ENGINEERING	PROJECT	150.35
KOALA ELECTRIC	SERVICE	216.55
KONE CHICAGO	MAINTENANCE	537.17
KR DEADWOOD SHERMAN STREET	EASEMENT	268,000.00
KUBOTA LEASING	LEASE	1,251.16
LAWRENCE CO. REGISTER	SERVICE	180.00
LEAD-DEADWOOD SANITARY	SERVICE	19,438.12
MIDWEST TAPE	SUPPLIES	208.96
MONUMENT HEALTH	SCREENING	489.00
MORRISON, RONDA	SERVICE	1,700.00
MUTUAL OF OMAHA	INSURANCE	355.70
NHS OF THE BLACK HILLS	CONTRACT	3,202.62
NORTH CENTRAL INT'L	SERVICE	786.00
NORTHERN TRUCK EQUIPMENT	SERVICE	987.00
NORTHWEST PIPE FITTINGS	SUPPLIES	43.70
ONSOLVE	RENEWAL	1,500.00
PANNIER	SERVICE	690.00
PEARSON, JACI	PROJECT	2,700.00
PETTY CASH	REC CENTER	300.00
QUADIENT FINANCE USA	POSTAGE	500.00
QUICKTROPHY	SERVICE	39.66
RECREATION SUPPLY	SUPPLIES	168.20
RED WATER TACTICAL	UNIFORM	1,200.00
SANDER SANITATION	SERVICE	12,593.90
SCOTT PETERSON MOTORS	SERVICE	690.01
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD PLANNERS ASSOCIATION	MEMBERSHIP	50.00
SD STATE POETRY SOCIETY	MEMBERSHIP	40.00
SERVALL	SUPPLIES	1,398.78
SOUTH DAKOTA 811	SERVICE	77.84
SOUTHSIDE SERVICE	SERVICE	1,439.59
SPEARFISH BUILDING	SUPPLIES	44.09
STALDER, LORNI	SUPPLIES	33.59
STRETCH'S	SERVICE	1,878.57
STRYKER	SUPPLIES	780.00

**REGULAR MEETING, JANUARY 16, 2024**

STURGIS RESPONDER SUPPLY	UNIFORMS	774.56
TAPCO	SUPPLIES	313.00
UNIVERSITY OF SOUTH DAKOTA	GRANT	1,671.00
VERIZON CONNECT	SERVICE	171.60
WATERTREE	SERVICE	523.94
WESTERN DAKOTA TECH	SERVICE	2,200.00
WHITE'S CANYON MOTORS	SERVICE	843.30

Total \$775,114.24

**CONSENT**

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

- A. Permission to hire Atlas Maverick as non-certified patrol officer at \$24.22 per hour effective February 4, 2024 pending pre-employment screening.
- B. Permission to accept resignation of Rec Center front desk receptionist Adriane Melcher effective January 6, 2024.
- C. Permission to advertise in-house for 5 days and then in outside sources, if needed, for part-time Rec Center front desk receptionist (29 hours per week with 1/2 benefits per employee handbook) at \$16.00 per hour.
- D. Permission to hire Ashley Thompson as certified patrol officer at \$26.79 per hour effective February 4, 2024 pending pre-employment screening.
- E. Permission to allow three members of the Deadwood Volunteer Fire Department (Don Gifford, Shaun Brautigian and Louis Longmore) to use city vehicle to attend SD Firefighters Certificate class in Belle Fourche January 9 thru April 2, 2024.
- F. Permission for Mayor to sign agreement with Black Hills Central Reservations for services related to the ticketing system at the Event Center from January 1, 2024 through December 31, 2028.
- G. Permission for Mayor to sign Parking Lease Agreement with First Baptist Church for nine (9) parking spaces at cost of \$3,600.00 per year from January 1, 2024 through December 31, 2028.
- H. Permission to pay 2024 Parking Lease with First Baptist Church in the amount of \$3,600.00.
- I. Resolution 2024-03 Surplus Fire Equipment.

**RESOLUTION NO. 2024-03  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to Lead Fire Department for \$1,100.00, allowable under SDCL 6-5-2:

Box Compartments/Water Tank  
Top Mount Turret

Dated this 16th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- J. Permission to pay Elite Signs LLC in the amount of \$3,112.76 for the remaining Broadway Ramp sign replacement package. (To be paid by 2024 Parking & Transportation Supplies.)
- K. Permission to pay McDirt Excavation in the amount of \$3,454.59 for contract services on the Main Street water line repair. (To be paid by 2024 Water repair budget.)
- L. Permission to approve Grace Lutheran Church Not-For-Profit Grant request in the amount of \$21,974.00 for replacement of deteriorated and inappropriate storm windows. (To be paid by HP Outside Deadwood Grant line item.)
- M. Permission to approve purchases up to \$4,000.00 for expenses associated with Deadwood Day at the Capital on January 18, 2024. (To be paid from HP Public Education line item.)
- N. Permission to purchase up to 60 tons of salt from Black Strap at \$172.00 per ton. (To be paid by 2024 Streets Supplies budget.)

**REGULAR MEETING, JANUARY 16, 2024****BID ITEMS****Results**

Mayor Ruth Jr. stated 2 bids were received for the 2024 Mt. Moriah Cemetery project for concrete repair of walls in section 1, 2, 3, 4, 10 and 11 held on January 11, 2024 at 2:00 p.m. Bid bonds were included in the following bid submittals:

Complete Concrete: Base Bid-\$155,109.00, Alt. #1-\$2,137.00, Alt. #2-\$7,639.00, Alt. #3-\$1,103.00, Alt. #4-\$8,571.00, Alt. #5-\$1,912.00, Alt. #6-\$34,814.00 - Total \$211,285.00

SECO Construction: Base Bid-\$197,000.00, Alt. #1-\$8,000.00, Alt. #2-\$20,000.00, Alt. #3-\$6,500.00, Alt. #4-\$6,500.00, Alt. #5-\$5,500.00, Alt. #6-\$20,000 - Total \$277,000.00

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project and recommends approval. Discussion was held concerning different prices in alternates and alternate #6. Martinisko moved, Johnson seconded to award bid to Complete Concrete in an amount of \$211,285.00 for 2024 Mt. Moriah Cemetery project for concrete repair of walls in section 1, 2, 3, 4, 10 and 11. Roll Call: Aye-All. Motion carried.

**Set**

Finance Officer McKeown spoke about the truck. Martinisko moved, Todd seconded to accept bids until 2:00 p.m. on February 1, 2024 with results to City Commission on February 5, 2024 for a 2002 or newer 95-100' Platform or Aerial Platform Ladder Truck. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****Water Main Extension**

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. Public Works Director Stalder provided an overview on the water project, including improvements with the Denver pump station. Jennifer Sietsema, Black Hills Council of Local Government, discussed the required elements to be eligible for funding from the Board of Water and Natural Resources. She outlined the different revenue sources, financing, project surcharge, possible rate increase, sales tax, different types of bonds and how each would impact the City. Commissioner Todd asked if the commercial rate would be factored into the residential rate if rate increase is needed. Sietsema stated that the state tries to keep residential rates manageable. Mayor Ruth Jr. stated it is important to understand that Deadwood is a unique community that has more hotel rooms than actual residents. Our business community far exceeds our residential community, as far as water needs, and believes that there is an argument to be made that our commercial rates and our commercial usage should be part of the consideration. Sietsema stated they are part of the application, but she is not sure if they have an equal comparison across the state. Commissioner Martinisko stated grants are population based so we lose out in comparison to other communities even though our impact on our infrastructure and our need are as high as some larger cities. Sietsema stated the application will be considered by the Board of Water and Natural Resources in April and city representatives will be allowed to speak on the project's behalf. Hearing closed. Todd moved, Johnson seconded to pursue a funding from the Board of Water and Natural Resources for the Highway 85 Water Main Extension and Booster Pump Project. Roll Call: Aye-All. Motion carried.

**Lease**

Public hearing was opened at 5:35 p.m. by Mayor Ruth Jr. Kuchenbecker spoke about lease, hearing closed. Johnson moved, Martinisko seconded to lease 600 square feet of city property near the PRV building at the Deadwood Event Complex to CommNet Cellular Inc. for location of a small cell tower. Roll Call: Aye-All. Motion carried.

**Forks, Corks, Kegs**

Public hearing was opened at 5:36 p.m. by Mayor Ruth Jr. no one spoke in favor or against, hearing closed. Martinisko moved, Todd seconded to approve open container in zones 1 and 2 on Friday, April 12 from 5:00 p.m. to 10:00 p.m. and Saturday, April 13, 2024 from 11:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, JANUARY 16, 2024****Hops and Hogs**

Public hearing was opened at 5:37 p.m. by Mayor Ruth Jr. no one spoke in favor or against, hearing closed. Martinisko moved, Johnson seconded to approve open container in zones 1 and 2 Friday, May 17 from 5:00 p.m. to 10:00 p.m. and Saturday, May 18, 2024 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

**Set**

Martinisko moved, Todd seconded to set public hearing on February 5 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Main Street Espresso at 652 Main Street. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to set public hearing on February 5 for Convention Center (on-sale) Liquor License (CL-501) and Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-3536) transfers from Deadwood Gaming BHCI LLC to Deadwood Hospitality BHCI LLC dba Deadwood Comfort Inn at 225 Cliff Street. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Resolution**

Kuchenbecker spoke about the resolution. Commissioner Martinisko thanked Kuchenbecker for explanation of banners. Mayor Ruth Jr. stated when an event applies through the Event Committee, they can request to waive the banner fee. Martinisko moved, Todd seconded to approve Resolution 2024-04 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinance Section 15.32.100 and 15.32.140 for 2024. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2024-04****A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140**

**BE IT RESOLVED** by the Deadwood City Commission that the following events, with their respective dates of occurrence, are hereby recognized for the year 2024 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<b><u>Special or Civic Event:</u></b>	<b><u>Date(s) of Event:</u></b>
<b>1. ISOC Deadwood SnoCross Shootout</b>	<b>January 26-27, 2024</b>
<b>2. St. Patrick’s Day</b>	<b>March 15-16, 2024</b>
<b>3. Wild Bill Hickok Days</b>	<b>June 13-15, 2024</b>
<b>4. Days of ’76</b>	<b>July 21-27, 2024</b>
<b>5. Sturgis Rally</b>	<b>August 2-11, 2024</b>
<b>6. Kool Deadwood Nites</b>	<b>August 21-25, 2024</b>
<b>7. Oktoberfest</b>	<b>October 4-5, 2024</b>

Dated this 16th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Permission**

Kuchenbecker spoke about the testing. Johnson moved, Martinisko seconded to use professional services of AET (American Engineering Testing) for required concrete and compaction testing in amount not to exceed \$35,000.00. (To be paid by FEMA project budget.) Roll Call: Aye-All. Motion carried.

**Purchase**

Kuchenbecker spoke about the purchase. Martinisko moved, Johnson seconded to purchase new desktop computer for the Planning, Zoning, and Historic Preservation Officer from Golden West in an amount of \$3,378.00 including installation. (To be split between Historic Preservation and Planning & Zoning equipment line items.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JANUARY 16, 2024**

Acknowledge

Kuchenbecker spoke about the payment. Martinisko moved, Johnson seconded to acknowledge payment to the South Dakota State Archaeological Research Center in the amount of \$25,521.48 for the archaeological research and monitoring to date for the Whitewood Creek Restoration project as required by FEMA. (To be paid from the FEMA project line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Petitions may be taken out and circulation may begin on January 26, 2024 for two (2) City Commission seats, each 3-year term. Petitions must be returned no later than February 23, 2024 at 5:00 p.m.

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

ADJOURNMENT

Martinisko moved, Todd seconded to adjourn the regular session at 7:03 p.m. The next regular meeting will be on Monday, February 5, 2024 at 5:00 p.m.

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

\_\_\_\_\_  
Jessica McKeown, Finance Officer BY: \_\_\_\_\_  
David Ruth Jr., Mayor

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

02/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-01/22/2024	101-3000-202	LIQUOR LICENS BEV LIC- MN ST ESP,COMF INN	000000	225.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						225.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-414574	101-4111-422	PROFESSIONAL FIRE STATION SWITCH UPGRADE	000000	4,265.33
		I-414841	101-4111-422	PROFESSIONAL LIBRARY WIRELESS UPGRADE.	000000	9,404.48
01-0545	LYNN'S DAKOTA MART					
		I-001000170944	101-4111-426	SUPPLIES COMMISSION WORK SESSION	000000	18.90
01-1331	SD MUNICIPAL LEAGUE					
		I-200000020	101-4111-427	TRAVEL LEGISLAT.RIB DINNER-MARTINISKO	000000	30.00
		I-200000095	101-4111-427	TRAVEL LEGISLATIVE RIB DINNER/JOHNSON	000000	30.00
01-1652	BLOOMERS FLOWERS & GIFT					
		I-39669	101-4111-426	SUPPLIES SYMPATHY PLANT - MARTINISKO	000000	67.00
01-3734	RUTH JR., DAVID					
		I-01/19/2024	101-4111-427	TRAVEL MEALS,MILEAGE-TOURISM CONF.	000000	236.74
				DEPARTMENT 111	COMMISSION	TOTAL:
						14,052.45
01-0186	ALPINE IMPRESSIONS					
		I-27590	101-4142-426	SUPPLIES EMBROIDER LOGOS- SVC.AWARDS	000000	36.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/2024	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-1171	A & B BUSINESS SOLUTION					
		I-IN1123459	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	162.09
01-3135	A - Z SHREDDING, INC.					
		I-43263011624	101-4142-422	PROFESSIONAL SHREDDING DOCUMENTS - FINANCE	000000	69.96
01-3877	MUTUAL OF OMAHA					
		I-001647442960	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
01-4317	VIGILANT BUSINESS SOLUT					
		I-2091	101-4142-422-01	CANNABIS BACK SCREENING	000000	1,454.25
01-4410	MCKEOWN, JESSICCA L.					
		I-01/19/24	101-4142-427	TRAVEL MEALS - TOURISM CONFERENCE	000000	40.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1G3F-CK7V-QFTN	101-4142-426	SUPPLIES COFFEE - FIN. OFC.	000000	97.67

PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 142 FINANCE  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1XN6-GKRJ-G3R4	101-4142-426	SUPPLIES CORK BRD,CALNDRS,BDG HLDRS/FIN	000000	34.53
01-5195	JOE B. PETERSON, CPA,PC					
		I-01/17/2024	101-4142-426	SUPPLIES ENVELOPES - FINANCE	000000	20.00
				DEPARTMENT 142 FINANCE	TOTAL:	5,022.62
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/2024	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,926.87
01-0551	MENARD'S					
		I-5290	101-4192-425-14	REPAIRS - STR (3) 50X18 LED CLOUD CCT/STR,WT	000000	419.64
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 12/31/23	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	19.25
		I-NAT GAS 12/31/23	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	1,028.20
		I-NAT GAS 12/31/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	717.87
		I-NAT GAS 12/31/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	496.92
		I-NAT GAS 12/31/23	101-4192-428-04	UTILITIES - C CITY HALL	000000	745.74
		I-NAT GAS 12/31/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	1,020.82
		I-NAT GAS 12/31/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	377.85
		I-NAT GAS 12/31/23	101-4192-428-09	UTILITIES - H HARCC	000000	709.36
		I-NAT GAS 12/31/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	575.98
		I-NAT GAS 12/31/23	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	316.92
		I-NAT GAS 12/31/23	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	6,875.26
		I-NAT GAS 12/31/23	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	1,179.25
		I-NAT GAS 12/31/23	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	353.66
		I-NAT GAS 12/31/23	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	108.35
		I-NAT GAS 12/31/23	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,447.32
		I-NAT GAS 12/31/23	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	935.95
01-0578	TWIN CITY HARDWARE & LU					
		I-2312-281212	101-4192-426-15	SUPPLIES - TR FLEX LIGHTER/TROLLEY	000000	6.49
		I-2401-281778	101-4192-426-10	SUPPLIES - LI 2 PK PHOTO BATTERY/LIBRARY	000000	17.99
		I-2401-282534	101-4192-425	REPAIRS METAL SCREW-WALLBOARD ANCHOR/P	000000	49.98
		I-2401-282827	101-4192-425	REPAIRS TLT CONNECTOR/PUB BLDGS	000000	8.59
		I-2401-283134	101-4192-425	REPAIRS NOTCH TROWEL-FASTENERS/PB	000000	13.43
		I-2401-283299	101-4192-425	REPAIRS PUTTY KNIFE-EPOXY SYRINGE/PB	000000	16.96
		I-2401-283446	101-4192-426-08	SUPPLIES - HI (2) FILTERS/HISTORY	000000	17.98
		I-2401-283887	101-4192-425	REPAIRS FELT BLANKET/PUB BLDGS	000000	6.99
		I-2401-284039	101-4192-425	REPAIRS CORDMATE CHANNEL/PB	000000	24.99
		I-2401-284156	101-4192-425-17	REPAIRS-DAYS (2) 3 PK 40W LED BULBS/PUB BLD	000000	29.98
01-1003	VERIZON WIRELESS					
		I-9953892825	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.93
01-1626	SERVALL UNIFORM AND LIN					

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 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-01/09/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0867205	000000	41.55
		I-01/09/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0867207	000000	68.71
		I-01/09/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0867206	000000	58.95
		I-01/09/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0867188	000000	41.33
		I-01/09/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0867190	000000	38.37
		I-01/11/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0868369	000000	173.12
		I-01/11/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0868370	000000	255.29
		I-01/11/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0868368	000000	55.48
		I-01/11/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0868367	000000	39.50
		I-01/23/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	0.00
		I-01/23/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0789665	000000	0.00
		I-01/23/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0790740	000000	0.00
		I-01/23/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0789666	000000	0.00
		I-01/23/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0872547	000000	41.55
		I-01/23/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0872549	000000	128.13
		I-01/23/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0872548	000000	58.95
		I-01/23/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0872533	000000	41.33
		I-01/23/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0872535	000000	39.23
		I-01/25/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0873711	000000	176.87
		I-01/25/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0873712	000000	255.29
		I-01/25/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0873710	000000	55.48
		I-01/25/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0873709	000000	39.50
01-2991	GENPRO ENERGY SOLUTIONS					
		I-INV8643	101-4192-425-14	REPAIRS - STR LOW LEVEL -ADD COOLANT/STRTS	000000	167.85
		I-INV8643	101-4192-425-13	REPAIRS - REC LOW LEVEL -ADD COOLANT/REC	000000	167.86
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV108504	101-4192-425-13	REPAIRS - REC REPAIRS TO POOL PUMP/REC	000000	412.96
		I-SRV108542	101-4192-425-13	REPAIRS - REC TECHNO VALVE-GASKET/REC CENTER	000000	884.36
01-3421	S AND C CLEANERS					
		I-01/30/24	INV #145 101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-01/30/24	INV #145 101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-01/30/24	INV #145 101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-01/30/24	INV #145 101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-01/30/24	INV #145 101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-01/30/24	INV #145 101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-01/30/24	INV #280 101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-01/30/24	INV #280 101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-01/30/24	INV #280 101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
01-3838	BLUEPEAK					
		I-TELEPHONE 01/16/24	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 01/16/24	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 01/16/24	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,773.61
		I-TELEPHONE 01/16/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	329.07
		I-TELEPHONE 01/16/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33

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 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	BLUEPEAK	continued				
		I-TELEPHONE 01/16/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	737.77
		I-TELEPHONE 01/16/24	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	148.32
		I-TELEPHONE 01/16/24	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	0.00
		I-TELEPHONE 01/16/24	101-4192-428-14	UTILITIES - S STREET SHOP	000000	46.04
		I-TELEPHONE 01/16/24	101-4192-428-06	UTILITIES - D DAYS OF '76 GRANDSTANDS	000000	221.05
		I-TELEPHONE 01/16/24	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001647442960	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	15.40
01-4057	VIEHAUSER ENTERPRISES,					
		I-50220	101-4192-425-24	REPAIRS - OUT REPLACE HID READER/OUTLAW SQ	000000	504.98
01-4711	AMAZON CAPITAL SERVICES					
		I-171Y-G69F-LNC1	101-4192-426-04	SUPPLIES - CI 2 PK AIR-HEAT DEFLECTOR/PB	000000	9.99
		I-1XVH-44YC-1T3N	101-4192-426	SUPPLIES AIR VENTS-VALVES/PUB BLDGS	000000	48.24
01-4957	ONSITE FIRST AID, LLC					
		I-3438	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	50.80
		I-3439	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	50.85
		I-3440	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	94.70
		I-3442	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	76.70
		I-3443	101-4192-426-04	SUPPLIES - CI FIRST AID SUPPLIES.CITY HALL	000000	83.70
		I-3444	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	25.85
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	36,923.06
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-420909	101-4193-434	MACHINERY/EQU 5- HP DESKTOPS- INSTALL/CONFIG	000000	7,500.00
		I-420910	101-4193-434	MACHINERY/EQU HP 400 G9 MINI DESKTOP/CONFIG	000000	1,500.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1G3F-CK7V-QFTN	101-4193-434	MACHINERY/EQU 6' CABLE - IT	000000	33.68
		I-1X3W-Q39M-1QJ1	101-4193-434	MACHINERY/EQU WIRELESS KEYBRD,MOUNTS - FIN.	000000	97.11
01-4903	SQUARE 9 SOFTWARES					
		I-SIN031258	101-4193-422	PROFESSIONAL GLOBAL SEARCH RENEWAL - 2024	000000	1,018.45
01-4946	CIVICPLUS LLC					
		I-281290	101-4193-422	PROFESSIONAL MUNICODE MTGS RENEWAL	000000	1,200.00
DEPARTMENT 193 COMPUTER SERVICE					TOTAL:	11,349.24
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/2024	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,626.64

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 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					
		I-026648638	101-4210-426	SUPPLIES OVERSIZED CHAIN - POLICE DEPT	000000	56.98
		I-026726255	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	164.29
01-0578	TWIN CITY HARDWARE & LU					
		I-2401-283459	101-4210-426	SUPPLIES ETHERNET SPLITTER - PD	000000	19.99
		I-2401-283594	101-4210-426	SUPPLIES ETHERNET CHANGE-BAL.DUE/ PD	000000	5.00
01-1544	MID-STATES ORGANIZED CR					
		I-0003126-IN	101-4210-422	PROFESSIONAL 2024 MEMBERSHIP FEE	000000	150.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832022857	101-4210-425	REPAIRS WND WSHR,ALL-SSN BL/'19 DURNGO	000000	54.73
		I-832023309	101-4210-425	REPAIRS '19 DURANGO BATTERY - POLICE	000000	260.79
		I-832023603	101-4210-425	REPAIRS WINDSHIELD WASHER - POLICE	000000	43.98
		I-832024374	101-4210-426	SUPPLIES 3 LITHIUM BATTERIES - POLICE	000000	15.18
01-1705	VANWAY TROPHY					
		I-115925	101-4210-426	SUPPLIES AWARD & SET UP - TROPHY	000000	154.60
01-1826	FIRST NET					
		I-287304791844X012	101-4210-422	PROFESSIONAL MDT POLICE CARS - JAN'24	000000	240.24
01-1947	PUBLIC SAFETY EQUIPMENT					
		I-23-1214-6	101-4210-434	MACHINERY/EQU 4 SERVER BOARDS REAR CN - PD	000000	1,380.00
01-3135	A - Z SHREDDING, INC.					
		I-42936112123	101-4210-422	PROFESSIONAL SHREDDING DOCUMENTS - POLICE	000000	55.08
		I-43166010924	101-4210-422	PROFESSIONAL SHREDDING DOCUMENTS - POLICE	000000	48.36
01-3877	MUTUAL OF OMAHA					
		I-001647442960	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	112.20
01-4317	VIGILANT BUSINESS SOLUT					
		I-2073	101-4210-422	PROFESSIONAL TESTING	000000	54.00
		I-2091	101-4210-422	PROFESSIONAL SCREENING	000000	131.00
01-5034	STURGIS RESPONDER SUPPL					
		I-3207	101-4210-426	SUPPLIES RESPONDER KIT - POLICE	000000	54.95
01-5191	DEFENSE TECHNOLOGY, LLC					
		I-125811	101-4210-427	TRAVEL IMPACT MUNITIONS INSTRUCTOR	000000	325.00
					DEPARTMENT 210 POLICE	TOTAL: 17,953.01
01-2685	CREATIVE PRODUCT SOURCI					
		I-156470	101-4211-426	5TH GRADE DAR TEE SHIRTS - 5TH GRADE DARE	000000	459.10
					DEPARTMENT 211 DARE 5TH GRADE	TOTAL: 459.10



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 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0250	GLOVER, SANDY	I-1/1/24-#2266	101-4221-427	TRAVEL REIMB.MEMSHIP-FIRE SVC INSTRUC	000000	30.00
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0578	TWIN CITY HARDWARE & LU	I-2401-282805	101-4221-425	REPAIRS DIESEL, KEROSENE, HAMMER - FIRE	000000	221.94
		I-2401-283235	101-4221-426	SUPPLIES 12V BATTERY - FIRE DPT	000000	14.98
		I-2401-284169	101-4221-425	REPAIRS 20V/60V BATTERY - FIRE DPT	000000	619.98
01-1171	A & B BUSINESS SOLUTION	I-IN1122705	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DPT	000000	99.62
01-1230	INTERSTATE ALL BATTERY	I-1901002025701	101-4221-426	SUPPLIES CAM5000 BATTERY - FIRE DPT	000000	61.80
01-1348	FLOYD'S TRUCK CENTER, I	I-R201043774:01	101-4221-425	REPAIRS REPAIR LEAKS -ENG.#2 -FIRE DPT	000000	464.36
01-1587	PRESSURE SERVICES, INC.	I-129223	101-4221-425	REPAIRS PRESSURE WASHER-TRUCK BAY/FIRE	000000	281.34
01-1653	STURDEVANT'S AUTO PARTS	I-832023761	101-4221-426	SUPPLIES DIESEL FUEL - FIRE DEPT	000000	51.35
01-1758	GLOVER, WILLIAM	I-2300	101-4221-427	TRAVEL REIMB.MEMSHIP-FIRE SVC INSTRUC	000000	30.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2003669	101-4221-425	REPAIRS MOTOMIX & BAROIL FOR SAW/FIRE	000000	95.97
01-3170	MED-TECH RESOURCE LLC	I-145955	101-4221-434	MACHINERY/EQU 24 - SAFETY GLASSES - FIRE DPT	000000	96.44
		I-145999	101-4221-434	MACHINERY/EQU 6-BREAKAWAY VESTS - FIRE DPT	000000	191.60
01-3877	MUTUAL OF OMAHA	I-001647442960	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60

DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL: 2,905.36

01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.36
01-1003	VERIZON WIRELESS	I-9953892825	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA					

PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 232 BUILDING INSPECTION  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-001647442960	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	672.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/2024	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,500.87
01-0467	CULLIGAN OF THE BLACK H					
		I-0019874	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/ST,WTR	000000	14.40
01-0578	TWIN CITY HARDWARE & LU					
		I-2401-282401	101-4310-426	SUPPLIES FASTENERS-COVR-BRUSH/STRTS	000000	79.99
		I-2401-282456	101-4310-426	SUPPLIES CARTRIDGE FUSE-CIRC TESTER/STR	000000	39.98
		I-2401-283500	101-4310-426	SUPPLIES 20V CORDLESS RATCHET/STRTS	000000	204.99
		I-2401-283814	101-4310-426	SUPPLIES PINE-HOOK-COVER-BOX/STRTS	000000	72.93
		I-2401-283826	101-4310-426	SUPPLIES OUTDOOR BOX-WP BOX 1/2 OUT/STR	000000	7.00
		I-2401-283871	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	4.50
		I-2401-283899	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	1.80
		I-2401-284181	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	28.64
01-0782	JACOBS PRECISION WELDIN					
		I-30835	101-4310-425	REPAIRS FLAT BARS VARIOUS SZS/STRTS	000000	240.20
		I-30862	101-4310-425	REPAIRS SANDER HARNESS/STREETS	000000	676.86
		I-30872	101-4310-426	SUPPLIES FLAT BAR-ANGLE-SQ TUBE/STRTS	000000	103.86
		I-30875	101-4310-425	REPAIRS SQUARE TUBES/STREETS	000000	99.62
01-1003	VERIZON WIRELESS					
		I-9953892825	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1058	DAKOTA SUPPLY GROUP					
		I-S103290205.002	101-4310-426	SUPPLIES (16) DIM LED A19/STREETS	000000	115.47
01-1171	A & B BUSINESS SOLUTION					
		I-IN1122708	101-4310-424	RENTALS CONTRACT BASE RATE/STRTS	000000	79.25
01-1348	FLOYD'S TRUCK CENTER, I					
		I-R201043236:01 A	101-4310-425	REPAIRS UNDER PAID INVOICE/STRTS	000000	117.42
01-1351	GREAT WESTERN TIRE, INC					
		I-1-270994	101-4310-425	REPAIRS (6) NEW TIRES-STUDDING/STRTS	000000	2,297.40
		I-1-271032	101-4310-425	REPAIRS VALVE STEM REAPIRS/STRTS	000000	45.00
		I-1-271272	101-4310-425	REPAIRS FLAT TIRE REPAIR/STRTS	000000	36.00
01-1374	BUTLER MACHINERY COMPAN					
		I-06W00208490	101-4310-425	REPAIRS WHEEL CYL CONTROL VALAVE/STRTS	000000	510.00
01-1498	A & J SUPPLY					

2/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1498	A & J SUPPLY	continued				
		I-2239	101-4310-426	SUPPLIES TURNBUCKLES-D RINGS/STREETS	000000	99.92
01-1653	STURDEVANT'S AUTO PARTS					
		I-832022991	101-4310-425	REPAIRS CABLE TIE-SWIVEL-HOSE-PSI/STRT	000000	197.66
		I-832023310	101-4310-426	SUPPLIES 6 PT DEEP/STREETS	000000	7.98
		I-832023543	101-4310-425	REPAIRS CIR BRKR-BATTERY WELDING/STRTS	000000	122.68
		I-832023544	101-4310-426	SUPPLIES (2) CABLE STUD COPPER/STRTS	000000	10.58
		I-832023697	101-4310-426	SUPPLIES RATCH-MUD FLAP/STREETS	000000	128.00
		I-832023994	101-4310-425	REPAIRS DIESEL-TRILLIAN-LED AMBER/STRT	000000	675.91
		I-832024042	101-4310-426	SUPPLIES SPOOL CABLE-WIRE-CONN-TIE/STRT	000000	180.26
		I-832024113	101-4310-426	SUPPLIES MUD FLAP-HEX CAP/STRTS	000000	208.04
		I-832024135	101-4310-425	REPAIRS 2 WAY CONNECTOR/STRTS	000000	2.52
		I-832024183	101-4310-425	REPAIRS LED MINI LIGHT BAR/STRTS	000000	377.88
		I-832024199	101-4310-426	SUPPLIES FUSE HOLDER-12 GA CND JCKT/STR	000000	82.74
		I-832024323	101-4310-425	REPAIRS 2 WAY CONNECTOR/STREETS	000000	5.09
		I-832024468	101-4310-426	SUPPLIES (2) 5 QT 5W20 SYNTHETIC/STRTS	000000	59.98
		I-832024518	101-4310-426	SUPPLIES (2) CLR MKR LAMP/STREETS	000000	6.58
		I-832024560	101-4310-426	SUPPLIES DEXCOOL-SILVER BATTERY/STRTS	000000	18.60
01-3060	QUIK SIGNS					
		I-43940	101-4310-426	SUPPLIES (2) PROSLIDE OROCAL/STRTS	000000	132.75
01-3438	BLACKSTRAP, INC.					
		I-145305	101-4310-426	SUPPLIES 26.63 TON BLACK MAGIC SALT/ST	000000	4,580.36
		I-145478	101-4310-426	SUPPLIES 25.73 TON BLACK MAGIC SALT/ST	000000	4,425.56
01-3877	MUTUAL OF OMAHA					
		I-001647442960	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.80
01-3977	ACE HARDWARE OF LEAD					
		I-035946	101-4310-426	SUPPLIES HASP FXD SAFETY/STRTS	000000	4.49
01-4711	AMAZON CAPITAL SERVICES					
		I-1DT3-X6CC-JKPK	101-4310-426	SUPPLIES CHRISTOPHER BEAN COFFEE/ STRTS	000000	79.99
01-5178	LEGENDARY ELECTRIC LLC					
		I-4046	101-4310-425	REPAIRS MOVED DATA-PHONE LINES/STRTS	000000	986.45
01-5192	ENGINEERED CONCRETE PRO					
		I-635	101-4310-425	REPAIRS 48" STORM MANHOLES/STRTS	000000	1,200.00
					DEPARTMENT 310 STREETS	TOTAL: 23,936.77
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-037745	101-4370-433	IMPROVEMENTS (36) 2X6X16 FIR #1 RGH Q-NAP/P	000000	1,814.40
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 1,814.40

02/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE	I-INV-173733	101-4520-422-01	PROF SERV- FE P-0028519-WHITEWD CRK RESTORAT	000000	2,815.50
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,164.70
01-0467	CULLIGAN OF THE BLACK H	I-0019875	101-4520-426	SUPPLIES (3) 5 GAL BOTTLED WATER/PARKS	000000	36.60
01-0563	RCS CONSTRUCTION	I-PAY APP #4 1/26/	101-4520-422-01	PROF SERV- FE WHITEWOOD CREEK RESTORATION	000000	786,362.50
01-0578	TWIN CITY HARDWARE & LU	I-2312-281172	101-4520-426	SUPPLIES 8 FOOT FLEX O GLASS/PARKS	000000	15.36
		I-2401-281690	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	14.95
		I-2401-282587	101-4520-426	SUPPLIES TARP STRAP-14"-19.5"/PARKS	000000	17.92
01-0776	ALBERTSON ENGINEERING,	I-19739	101-4520-422-01	PROF SERV- FE WHITEWOOD CREEK-ADDENDUM 3	000000	726.25
01-1171	A & B BUSINESS SOLUTION	I-IN1122709	101-4520-426	SUPPLIES CONTRACT BASE RATE COPIER/PARK	000000	147.27
01-1502	BLACK HILLS CHEMICAL	I-262438	101-4520-426	SUPPLIES (49) SNO PLOW ICE MELT/PARKS	000000	587.51
01-1652	BLOOMERS FLOWERS & GIFT	I-40066	101-4520-426	SUPPLIES PEACE LILY RACHETTO FUNERAL/PR	000000	62.00
01-1653	STURDEVANT'S AUTO PARTS	I-832023678	101-4520-426	SUPPLIES ANTIFREEZE-PRIME ISO GAS/PARKS	000000	14.95
		I-832023717	101-4520-426	SUPPLIES BATTERY-CAR SCENT/PARKS	000000	152.97
		I-832024559	101-4520-426	SUPPLIES (6) GL COMMAND RED 50-50/PARKS	000000	77.94
01-3314	CENTURY BUSINESS PRODUC	I-712446	101-4520-426	SUPPLIES MONTHLY COPIES 12/9/23-1/9/24	000000	84.12
01-3877	MUTUAL OF OMAHA	I-001647442960	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90
01-3977	ACE HARDWARE OF LEAD	I-035931	101-4520-426	SUPPLIES ALUM-TAPE-DUCK MAX-POLY/PARKS	000000	53.56
01-4345	ULINE	I-172681638	101-4520-426	SUPPLIES DISINFECT WIPES-WIRE TIES/PARK	000000	137.54
01-4669	KUBOTA LEASING	I-6419645	101-4520-434	MACHINERY/EQU SKID STEER PYMT LATE CHG/PARKS	000000	125.12

01/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	I-1XJT-HPTR-11MD	101-4520-426	SUPPLIES LABELMAKER/PARKS	000000	75.00
01-5069	MICROSOFT	I-G037004814	101-4520-426	SUPPLIES AZURESUPPORT 12/1/23-12/31/23	000000	237.76
01-5193	LOMC CLEARINGHOUSE	I-01/29/24	101-4520-422-01	PROF SERV- FE DR4467-SD 123108 CLOMR	000000	6,500.00
DEPARTMENT 520 PARKS					TOTAL:	803,452.42
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-3314	CENTURY BUSINESS PRODUC	I-712446	101-4640-428	UTILITIES MONTHLY COPIES 12/9/23-1/9/24	000000	84.13
01-3877	MUTUAL OF OMAHA	I-001647442960	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4317	VIGILANT BUSINESS SOLUT	I-2091	101-4640-422	PROFESSIONAL SCREENING	000000	82.25
01-4711	AMAZON CAPITAL SERVICES	I-1FY1-1K6X-Q3JN	101-4640-426	SUPPLIES BULLETIN BOARD-LEAH	000000	28.99
01-4721	TOWEY DESIGN GROUP INC.	I-24-677	101-4640-422-02	PROFESSIONAL BOOTHILL VARIANCE REVIEW	000000	2,373.30
01-4871	SCHNERINGER, CINDY	I-005	101-4640-422	PROFESSIONAL CONTRACT SERVICES- 1/2-1/30/24	000000	1,698.30
01-5069	MICROSOFT	I-G037004814	101-4640-428	UTILITIES AZURESUPPORT 12/1/23-12/31/23	000000	237.76
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	5,150.71
FUND 101 GENERAL FUND					TOTAL:	923,917.07

PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 206 LIBRARY FUND  
DEPARTMENT: 550 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1171	A & B BUSINESS SOLUTION	I-IN1122986	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	67.30
01-1562	MIDWEST TAPE, LLC	I-504843498	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	70.47
		I-504905777	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
01-3877	MUTUAL OF OMAHA	I-001647442960	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-4711	AMAZON CAPITAL SERVICES	C-16PR-TPPV-WHH9	206-4550-429	TECHNOLOGY/HO RTN OF LASER PRINTER - LIBRARY	000000	509.95-
		I-1GGF-TWMV-NKQR	206-4550-429	TECHNOLOGY/HO HP LASER COLOR PRINTER-LIBRARY	000000	509.95
		I-1VQF-LV4N-GD7C	206-4550-435	FURNITURE/FIX CARPET DRYER - LIBRARY	000000	69.99
		I-1VQF-LV4N-GD7C	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	58.67
		I-1W1Q-C669-FWPH	206-4550-424	PROGRAMMING JUICE BOXES-CHILDREN PROG/LIBR	000000	23.04
		I-1W1Q-C669-FWPH	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	25.64
01-5194	MAS MODERN MARKETING, I	I-MMI154914	206-4550-424	PROGRAMMING STICKERS - SUMMER READING	000000	173.88
		I-MMI155146	206-4550-424	PROGRAMMING SUMMER READING SUPPLIES	000000	490.42
01-5196	TOLAR, JESSICA	I-01/22/2024	206-4550-427	TRAVEL REIMBS.MILEAGE-COURIER SVC/LIB	000000	13.15
					DEPARTMENT 550 LIBRARY	TOTAL: 1,658.72
					FUND 206 LIBRARY FUND	TOTAL: 1,658.72

01/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,221.65
01-0545	LYNN'S DAKOTA MART	I-01/16/24 STATEMENT	209-4510-426	SUPPLIES PLATES-FORKS-NAPKNS-COFFEE/REC	000000	76.35
01-0578	TWIN CITY HARDWARE & LU	I-2401-283126	209-4510-426	SUPPLIES LABELING TAPE-FURN FILTER/REC	000000	58.47
01-2645	HAWKINS INC	I-6673954	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	1,226.89
01-3342	RASMUSSEN MECHANICAL SE	I-SRV108485	209-4510-434	MACHINERY/EQU REMOVE-INSTALL UV LIGHT/REC	000000	9,396.71
01-3877	MUTUAL OF OMAHA	I-001647442960	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	16.50
01-4057	VIEHAUSER ENTERPRISES,	I-50121	209-4510-426	SUPPLIES RECTANGLE REKEY PADLOCKS/REC	000000	599.60
01-4261	IDENTISYS	I-651906	209-4510-426	SUPPLIES (200) ISO HID PROX CARD/REC	000000	703.40
01-4711	AMAZON CAPITAL SERVICES	I-1XVH-44YC-1T3N	209-4510-426	SUPPLIES VACUUM BAGS-MAGICARDS/REC CENT	000000	227.59
01-5147	ROCKSTARZ CONCRETE DESI	I-905	209-4510-425	REPAIRS POLYMER-GRINDING REPAIRS/REC	000000	1,800.00
					DEPARTMENT 510 REC CENTER	TOTAL: 16,327.16
01-0475	DEADWOOD CHAMBER & VISI	I-01/31/2024	209-4980-422	PROFESSIONAL BILL LIST FOR 2/5/2024	000000	7,896.66
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 7,896.66
					FUND 209 BED & BOOZE FUND	TOTAL: 24,223.82



PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-220	211-4630-423	MARKETING REIMBS.PAYOUT-DEADWOOD ALIVE	000000	25,000.00
					DEPARTMENT 630 BID #9	TOTAL: 25,000.00
					FUND 211 BID #9	TOTAL: 25,000.00

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-01/31/24	212-4630-423	MARKETING BID #8 - CONVENTION SALES	000000	2,495.00
01-3602	DEADWOOD GAMING ASSOCIA	I-01/31/2024	212-4630-422	PROFESSIONAL BID #8 LOBBYING	000000	45,000.00
					DEPARTMENT 630 BID 8	TOTAL: 47,495.00
					FUND 212 BID #8 (Business Improve)	TOTAL: 47,495.00

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-011724	215-4572-215	VISITOR MGMT MARKETING & HISTORY/INFO CNTR	000000	17,500.00
		I-011724	215-4572-210	VISITOR MGMT MARKETING & HISTORY/INFO CNTR	000000	7,357.66
01-1437	SD DEPT. OF TOURISM					
		I-011224	215-4572-235	VISITOR MGMT AWARDS NIGHT GALA TICKETS	000000	500.00
01-3060	QUIK SIGNS					
		I-44127	215-4572-235	VISITOR MGMT PANELS FOR LEGISLATIVE LUNCH	000000	652.80
01-3865	BOYS & GIRLS CLUB OF TH					
		I-2024HISTB	215-4572-235	VISITOR MGMT 2024 BUDGET REQUEST	000000	5,000.00
01-4640	BRANDING IRON BISTRO					
		I-000547	215-4572-250	VISITOR MGMT LEGISLATURE BREAKFAST	000000	1,470.00
		I-000548	215-4572-250	VISITOR MGMT LEGISLATURE LUNCH	000000	2,730.00
01-5053	TELLINGHUISEN, ROGER A.					
		I-011524	215-4572-235	VISITOR MGMT 2024 LOBBYIST FEE	000000	20,040.00
DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:						55,250.46

01-0578	TWIN CITY HARDWARE & LU					
		I-2401-282581	215-4573-320	HIST. INTERP. QUART ACETONE - ARCHIVES	000000	11.99
		I-2401-284024	215-4573-320	HIST. INTERP. BLUE BOARDS,CAB.SCREWS/ARCHIVE	000000	118.97
01-3060	QUIK SIGNS					
		I-44131	215-4573-335	HIST. INTERP. ARCHIVES DISPLAY BASEMENT	000000	286.79
01-3291	JASON RAKOW CONSTRUCTIO					
		I-1429	215-4573-335	HIST. INTERP. CUSTOM DSPLAY CASE	000000	612.25
01-3314	CENTURY BUSINESS PRODUC					
		I-712445	215-4573-335	HIST. INTERP. COPIER USE 12/9/23-1/8/24	000000	35.56
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						1,065.56

01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV10681	215-4577-735	CAPITAL ASSET MINI SPLIT FOR CROWS NEST	000000	15,011.05
01-5178	LEGENDARY ELECTRIC LLC					
		I-4052	215-4577-715	CAPITAL ASSET FLOOR OUTLETS & DELETED DATA	000000	433.67
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						15,444.72

01-0433 WELLMARK BLUE CROSS BLU

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	continued				
		I-02/01/2024	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,102.59
01-0865	ROWMAN & LITTLEFIELD PU					
		I-12392209	215-4641-426	SUPPLIES ACCESSIBLE PAST- KK	000000	50.00
01-1003	VERIZON WIRELESS					
		I-9953892825	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1331	SD MUNICIPAL LEAGUE					
		I-200000020	215-4641-427	TRAVEL LEGISLAT.RIB DINNER-KUCHENBECK	000000	30.00
01-1827	MS MAIL & MARKETING					
		I-14335	215-4641-426	SUPPLIES BIZ CARDS, STICKERS & HANDOUTS	000000	409.50
		I-14347	215-4641-423	PUBLISHING DECEMBER NEWSLETTER	000000	662.22
01-1838	RAMKOTA HOTEL					
		I-1082WE	215-4641-427	TRAVEL TOURISM CONF MOSHER	000000	411.00
		I-1082WF	215-4641-427	TRAVEL TOURISM CONF PEARSON	000000	411.00
		I-1082WG	215-4641-427	TRAVEL TOURISM CONF FOGLE	000000	411.00
		I-1082WJ	215-4641-427	TRAVEL TOURISM CONF KUCHENBECKER	000000	274.00
		I-1082WL	215-4641-427	TRAVEL TOURISM CONF S MARTINISKO	000000	274.00
		I-1082WM	215-4641-427	TRAVEL TOURISM CONF LUX	000000	274.00
		I-1082WN	215-4641-427	TRAVEL TOURISM CONF RUTH	000000	274.00
01-3314	CENTURY BUSINESS PRODUC					
		I-712446	215-4641-428	UTILITIES MONTHLY COPIES 12/9/23-1/9/24	000000	84.13
01-3802	PEARSON, TRAVIS					
		I-012324	215-4641-427	TRAVEL TOURISM CONFERENCE PER DIEM	000000	74.00
01-3877	MUTUAL OF OMAHA					
		I-001647442960	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4113	SANFORD, TY					
		I-012324	215-4641-427	TRAVEL TOURISM CONFERENCE PER DIEM	000000	60.00
01-4114	MOSHER, ANDREW					
		I-012324	215-4641-427	TRAVEL TOURISM CONFERENCE MILEAGE	000000	250.74
01-4632	SANTOCHI, TREVOR					
		I-011823	215-4641-427	TRAVEL TOURISM CONF PER DIEM	000000	190.74
01-4711	AMAZON CAPITAL SERVICES					
		I-1FY1-1K6X-Q3JN	215-4641-426	SUPPLIES POPCORN	000000	110.89
		I-1TTM-HQ4K-RRDX	215-4641-426	SUPPLIES FOLDERS/ORGANIZERS	000000	304.60
01-4896	NUCKLES, LES					
		I-012324	215-4641-427	TRAVEL TOURISM CONFERENCE PER DIEM	000000	74.00

PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 641 OFFICE HIST. PRES.  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.
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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4897	FOGLE, JAKE	I-012324	215-4641-427	TRAVEL TOURISM CONFERENCE PER DIEM	000000	60.00
01-4946	CIVICPLUS LLC	I-281290	215-4641-422	PROFESSIONAL MUNICODE MTGS RENEWAL	000000	1,200.00
01-5069	MICROSOFT	I-G037004814	215-4641-428	UTILITIES AZURESUPPORT 12/1/23-12/31/23	000000	237.76
01-5197	TWO BIT ORIGINALS, LLC	I-1006-24	215-4641-426	SUPPLIES WHITE MARBLE REVOLVER STANDS	000000	118.00
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 9,414.58
					FUND 215 HISTORIC PRESERVATION	TOTAL: 81,175.32

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4032	LIVENGOOD BLUES					
		I-010724-2	216-1310	DUE FROM OTHE 39 STEWART PARHAM	000000	1,652.95
01-5143	BLAIR, CHRIS					
		I-10131929	216-1310	DUE FROM OTHE 65 TERRACE BLAIR	000000	3,089.51
01-5187	KNOX, SHANNA					
		I-012424	216-1310	DUE FROM OTHE 83 CHARLES KNOX	000000	129.17
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						4,871.63
01-1496	LAWRENCE CO. REGISTER O					
		I-011924	216-4653-960	CLOSING CO CLOSING COSTS 9 SHINE EMRICK	000000	60.00
		I-011924-2	216-4653-960	CLOSING CO CLOSING COSTS 83 CHARLES KNOX	000000	30.00
		I-012324	216-4653-962-05	FACADE EASEME REC FEE 51 53 55 SHERMAN CONSE	000000	30.00
01-2164	ONE WAY SERVICE PROS					
		I-30189	216-4653-962-01	SPECIAL NEEDS 771 MAIN JOSEPH	000000	749.82
01-4032	LIVENGOOD BLUES					
		I-010724	216-4653-962-03	WINDOWS GRANT 39 STEWART PARHAM	000000	5,700.00
		I-010724	216-4653-962-04	SIDING GRANT 39 STEWART PARHAM	000000	147.05
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						6,716.87
				FUND	216	REVOLVING LOAN
						TOTAL:
						11,588.50

PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 602 WATER FUND  
DEPARTMENT: 330 WATER  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0186	ALPINE IMPRESSIONS	I-27590	602-4330-426	SUPPLIES EMBROIDER LOGOS- SVC.AWARD	000000	18.00
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,660.86
01-0578	TWIN CITY HARDWARE & LU	I-2401-282791	602-4330-425	REPAIRS THERMOSTAT-UTIL HEATER/WATER	000000	109.98
		I-2401-282901	602-4330-426	SUPPLIES UTILITY HEATER/WATER	000000	31.99
01-1003	VERIZON WIRELESS	I-9953892825	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9953892825	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9953892825	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9953892825	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.93
		I-9953892825	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.93
01-1171	A & B BUSINESS SOLUTION	I-IN1122708	602-4330-424	RENTALS CONTRACT BASE RATE/WATER	000000	79.26
01-1331	SD MUNICIPAL LEAGUE	I-200000020	602-4330-427	TRAVEL LEGISLATIVE RIB DINNER-STALDER	000000	30.00
01-1365	SD PUBLIC HEALTH LAB	I-10613611	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1483	KNECHT HOME CENTER	I-10162427	602-4330-426	SUPPLIES HEATER W/ REMOTE/WATER	000000	104.99
01-1827	MS MAIL & MARKETING	I-14347-A	602-4330-426	SUPPLIES WATER TESTING LETTERS & FLYERS	000000	411.52
		I-14347-B	602-4330-426	SUPPLIES UTILITIES MAILING-JAN FOR DEC	000000	365.67
01-3736	METERING & TECHNOLOGY S	I-INV4252	602-4330-426	SUPPLIES (100) RUB METER GASKETS/WATER	000000	36.50
		I-INV4279	602-4330-426	SUPPLIES (6) LOW LEAD BARE METER/WATER	000000	463.00
01-3877	MUTUAL OF OMAHA	I-001647442960	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	28.60
01-4711	AMAZON CAPITAL SERVICES	I-1DT3-X6CC-JKPK	602-4330-426	SUPPLIES CHRISTOPHER BEAN COFFEE/ WATER	000000	79.99
		I-1XJT-HPTR-11MD	602-4330-426	SUPPLIES PICTURE FRAMES/WATER	000000	28.98
		I-1XJT-HPTR-11MD	602-4330-426	SUPPLIES L SHAPED DESK/WATER	000000	125.57
					DEPARTMENT 330 WATER	TOTAL: 6,013.85
					FUND 602 WATER FUND	TOTAL: 6,013.85



PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 607 HISTORIC CEMETERIES  
DEPARTMENT: 580 HISTORIC CEMETERIES  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3785	TALLGRASS LANDSCAPE ARC	I-2023-167	607-4580-422	PROFESSIONAL 2023 MM CEM PRES IMP/MT MORIAH	000000	2,604.65
01-3838	BLUEPEAK	I-PHONE MM 01/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	138.19
		I-PHONE MM 01/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-PHONE MM 01/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	2,909.31
				FUND 607 HISTORIC CEMETERIES	TOTAL:	2,909.31

01/02/2024 12:25 PM  
 PACKET: 06503 COMBINED - 2/6/24  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5190	DOERING, PENNY	I-2024-0125	610-3362-631	REVENUES-TRAN REFUND PAID CITATION/RAMP	000000	25.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	25.00
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,599.09
01-1003	VERIZON WIRELESS	I-9953892825	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9953892825	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.79
01-2620	FIRST BAPTIST CHURCH	I-2024 LEASE	610-4360-422	PROFESSIONAL 2024 PARKING LOT LEASE/P&T	000000	3,600.00
01-3877	MUTUAL OF OMAHA	I-001647442960	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	8,387.99
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,230.19
01-0578	TWIN CITY HARDWARE & LU	I-2401-281986	610-4361-426	SUPPLIES ICE MELT-HAD SALT SHAKER/TROLL	000000	30.98
		I-2401-282407	610-4361-426	SUPPLIES MEASURE TAPE-TAPE RULE/TROLLEY	000000	9.48
		I-2401-282681	610-4361-426	SUPPLIES BUSHING-ADAPTER-TUBE-BULB/TROL	000000	64.29
		I-2401-283519	610-4361-426	SUPPLIES (2) HOSE BARB/TROLLEY	000000	15.98
01-1653	STURDEVANT'S AUTO PARTS	I-832023627	610-4361-426	SUPPLIES SEALED BEAM-BOLTS/TROLLEY	000000	81.85
		I-832023944	610-4361-426	SUPPLIES ALL SEASON BLUE-ANTIFREESE/TRO	000000	32.86
		I-832024160	610-4361-425	REPAIRS HEATER HOSE FITTING/TROLLEY	000000	9.99
01-2427	HOMETOWN MANUFACTURING	I-8213	610-4361-425	REPAIRS ELECTRIC WATER VALVE-LIGHT/TRO	000000	439.07
01-3877	MUTUAL OF OMAHA	I-001647442960	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-3970	A & I DISTRIBUTORS	I-4022590	610-4361-425	REPAIRS 55 GAL DRUM 5W20-GL CLNR/TROLL	000000	800.11
01-4036	SCOTT PETERSON MOTORS O	I-5015966	610-4361-425	REPAIRS SENSOR-CAMSHAFT/TROLLEY	000000	47.27
		I-5016205	610-4361-425	REPAIRS SENSOR-CAMSHAFT/TROLLEY	000000	47.27
		I-6008006/1	610-4361-425	REPAIRS (2) INSTALLED BATTERY/TROLLEY	000000	556.60

PACKET: 06503 COMBINED - 2/6/24  
VENDOR SET: 01  
FUND : 610 PARKING/TRANSPORTATION  
DEPARTMENT: 361 TROLLEY DEPARTMENT  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT	I-2073	610-4361-422	PROFESSIONAL TESTING	000000	450.75
01-4347	VERIZON CONNECT NWF, I	I-OSV000003217945	610-4361-422	PROFESSIONAL DEC DATA CONNECT SRVC/TROLLEY	000000	92.95
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	4,919.54
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/2024	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0578	TWIN CITY HARDWARE & LU	I-2401-284137	610-4362-426	SUPPLIES YELLOW EXT CORD/PARKING RAMP	000000	21.49
01-3877	MUTUAL OF OMAHA	I-001647442960	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	667.47
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	14,000.00

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-#60004256 - 12/1	721-4000-429	OTHER ACCT# 60004256 - TIF #9	000000	381.42
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	381.42
				FUND 721 TIF #9 OPTIMA	TOTAL:	381.42

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011924	722-2190	AMOUNTS HELD SALES TAX DUE FOR DEC '23	000000	2,758.88
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 2,758.88
				FUND	722 SALES TAX AGENCY	TOTAL: 2,758.88

PACKET: 06503 COMBINED - 2/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3362	FIRST INTERSTATE BANK						
		I-#8200017030 - 1/2	725-4000-429	OTHER EXPENSE ACCT# 8200017030 - TIF #8	000000	1,319.78	
		I-#8200017030-12/1	725-4000-429	OTHER EXPENSE ACCT# 8200017030 - TIF#8	000000	3,392.83	
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	4,712.61	
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL:	4,712.61
					REPORT GRAND TOTAL:	1,145,834.50	



## LIBRARY ASSISTANT I POSITION DESCRIPTION

### **POSITION OVERVIEW**

Under the supervision of the Library Director, performs responsible and varied duties working with the public in the area of circulation services. Assists patrons in the use of library services, equipment, and facilities, working as part of a team to support library goals and activities.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Understands and is able to perform all jobs related to circulation services, including but not limited to: preparing library for opening; greeting all patrons and visitors; charging, discharging, and renewing library materials; registering patrons; collecting and recording fines and fees; **processing and receiving system-level and statewide holds;** managing front desk statistics; shelving materials accurately and maintaining the order of shelves.
- Provides patrons with general information on library services; assists and instructs patrons and visitors in the use of library services including online catalog and electronic resources.
- Manages inquiries over the counter, via email, or telephone.
- Assists patron and visitors with use of public computers, printers, and copy machines.
- **Works with Technical Services Coordinator in final processing and display of new materials.**
- **Assists Education/Program Coordinator with planning and implementation of programs as needed.**
- Assists with general marketing and promotion of library services and programs.
- Opens and closes the library according to procedures.
- Assists with special projects and performs other duties, as assigned.

### **DESIRED MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE**

High School graduate or equivalent; college coursework or degree preferred.

Demonstrated customer-service orientation, exceptional organizational skills, basic computer literacy with familiarity in library systems a plus, a keen interest in books and reading.

### **NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

- Ability to interact courteously and effectively with the public
- Ability to understand and interpret library policies and procedures
- Ability to assist public with computer use and technical issues
- Ability to work both independently and as a team member

### **PHYSICAL DEMANDS**

- Ability to move and/or lift materials up to 25 pounds.
- Ability to push a loaded book truck
- Regularly required to stand, walk, bend, kneel, reach, climb, balance and sit
- Ability to operate a keyboard at efficient speed and typical office equipment, including computer hardware
- Vision and hearing at or correctable to “normal ranges”

### **WORK ENVIRONMENT**

Work is performed in a library environment while sitting at a desk or computer terminal or while standing at a counter for extended periods of time.

### **HOURS AND PAY**

Part-time; hours are as assigned by the library director.



**JOB DESCRIPTION EMPLOYEE AGREEMENT  
for Library Assistant I**

I, \_\_\_\_\_, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Updated and approved by the City Commission on February 5<sup>th</sup>, 2024.



## SAFETY COORDINATOR POSITION DESCRIPTION

### **GENERAL PURPOSE**

This position is an exempt position and acts as the chief safety officer for the City of Deadwood. The position also chairs the Safety Committee which develops and implements programs to promote safety excellence throughout the City of Deadwood.

### **SUPERVISION RECEIVED**

Works under the general guidance and direction of the Deadwood City Commission.

### **SUPERVISION EXERCISED**

None.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Coordinates monthly Safety Committee meetings.
- Coordinates and develops compliance programs regarding various OSHA, SD Department of Labor, and SDML Worker's Compensation Fund regulations.
- Develops plans and coordinates employee safety policies and procedures.
- Monitors implementation of safety programs to ensure constant awareness and to ensure proper practices are followed.
- Assesses various municipal buildings for the purpose of safety and security, fire exits, etc., and performs risk management.
- Develops fire evacuation plans for municipal buildings.
- Completes required OSHA, SD Department of Labor, and SDML Worker's Compensation Fund reporting documents.
- Works with Public Buildings to identify risks and assess vulnerability of municipal buildings.
- Coordinates or develops training programs designed to reduce risk and promote safety consciousness and conducts or oversees training sessions.
- Maintains city wide records on safety training programs.
- Inspects work sites and conducts inspections of work site activities and equipment to ensure proper safety measures are being used.

- Investigates conditions under which accidents have occurred and recommends safety procedures or equipment to correct unsafe conditions and to reduce the potential for accidents.
- Submits training compliance records to South Dakota Municipal League for annual recognition.
- Recognizes an employee and/or department for excellent safety practices on a quarterly basis.
- Assists Finance Office with insurance claims, insurance renewals/audits and completing work orders for any damage done to any City property or vehicles.

### **PERIPHERAL DUTIES**

- Attends conferences and meetings to ensure the effective implementation of safety program guidelines and policies.
- Coordinates the development of application forms, instructions, and other materials including internet and website access.
- Performs a variety of miscellaneous duties as assigned.

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**DESIRED MINIMUM QUALIFICATIONS:****EDUCATION AND EXPERIENCE**

- Graduation from an accredited high school.
- Prefer individual with working knowledge of safety practices.
- Two years of responsible related experience or any equivalent combination of related education and experience.

**NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of safety, methods, procedures, employee handbook and equipment.
- Ability to recognize safety problems and to formulate, implement and effectively integrate solutions with ongoing operations.
- Ability to effectively communicate, both orally and in writing.
- Ability to provide instruction in safety measures.
- Ability to use computer applications such as spreadsheets, word processing, email, and database software.
- Sound judgement, integrity, initiative, resourcefulness, and tact.

**SPECIAL REQUIREMENTS**

- Must be an exempt employee and hold a department head position.
- Must possess or be able to obtain a valid South Dakota driver's license.
- Ability to work and communicate with elected and appointed officials and the public with appropriate etiquette and diplomacy (written and oral).
- Telephone and etiquette skills.
- Ability to speak before groups and organizations.
- Ability to pay close attention to details and record keeping.
- Able to work independently with little or no supervision.
- Prioritize and schedule workload appropriately to meet deadlines.



APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Lawrence COUNTY,  
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA }  
County of Lawrence } ss.

City of Deadwood, being first duly sworn deposes  
and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1  
as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise  
stated:

- 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- 3. When the complainant or the property is exempt from the tax;
- 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Parcel # 30075 - 00035 - 000 - 00

exempt entity

9 month abatement

Assessed: \$ 63950      2023 Factor: 1.007

Factored: \$ 64397

9 month abatement: \$48297 value

Fuller Brothers LLP to City of Deadwood 2023 abatement for 2024 payable



*Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.*

*Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.*

P. O. Address \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed

Approved by authority of Subdivision of SDCL-10-18-1.

Dated \_\_\_\_\_, 19\_\_\_\_

Chairman County Board.

Rejected:

Reasons: \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_

Chairman County Board.

Applicant advised of action by notice dated \_\_\_\_\_, 19\_\_\_\_

County Auditor.

No. \_\_\_\_\_

APPLICATION FOR ABATEMENT OR REFUND

of

OFFICE OF COUNTY AUDITOR

County \_\_\_\_\_

Received and filed in my office on \_\_\_\_\_, 19\_\_\_\_.

County Auditor.

Deputy.

By \_\_\_\_\_



APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Lawrence COUNTY, SOUTH DAKOTA:

STATE OF SOUTH DAKOTA }  
County of Lawrence } ss.

City of Deadwood, being first duly sworn deposes and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- 1.  When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- 2.  When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- 3.  When the complainant or the property is exempt from the tax;
- 4.  When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- 5.  When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- 6.  When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Parcel # 30075-00036-000-10

exempt entity

9 month abatement

Assessed. \$ 12790

Factored \$ 12879

2023 Factor: 1.007

9 month abatement \$9059 value

Fuller Brothers LP to City of Deadwood 2023 abatement for 2024 payable



*Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.*

*Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.*

P. O. Address \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed

Approved by authority of Subdivision of SDCL-10-18-1.

Dated \_\_\_\_\_, 19\_\_\_\_\_

Chairman County Board.

Rejected:

Reasons: \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_\_

Chairman County Board.

Applicant advised of action by notice dated \_\_\_\_\_, 19\_\_\_\_\_.

County Auditor.

No. \_\_\_\_\_

APPLICATION FOR

ABATEMENT OR REFUND

of

OFFICE OF COUNTY AUDITOR

County

Received and filed in my office on \_\_\_\_\_, 19\_\_\_\_\_.

County Auditor.

Deputy.

By \_\_\_\_\_



APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Lawrence COUNTY, SOUTH DAKOTA:

STATE OF SOUTH DAKOTA }  
County of Lawrence } ss.

City of Deadwood, being first duly sworn deposes

and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- 3. When the complainant or the property is exempt from the tax;
- 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

Parcel # 30075-00049-000-00

exempt entity

9 month abatement

Assessed - \$ 90,320

Factored - \$ 90,952

2023 Factor: 1.007

9 month abatement: \$ 68,214 value

Fuller Brothers LLP to City of Deadwood 2023 abatement for 2024 payable



*Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.*

*Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.*

P. O. Address

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed

Approved by authority of Subdivision of SDCL-10-18-1.

Dated \_\_\_\_\_, 19\_\_\_\_\_

Chairman County Board.

Rejected:

Reasons:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

County Auditor.

\_\_\_\_\_

Applicant advised of action by notice dated \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

No. \_\_\_\_\_

APPLICATION FOR ABATEMENT OR REFUND

of

OFFICE OF COUNTY AUDITOR  
County \_\_\_\_\_

Received and filed in my office on \_\_\_\_\_, 19\_\_\_\_\_.

County Auditor.

Deputy.

By \_\_\_\_\_



OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** February 5, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Acknowledge payment and submittal of CLOMR for FEMA project

---

Due to conflicting data involving the base flood elevations as set by FEMA, the City of Deadwood is required to submit documentation in the form of a Conditional Letter of Map Revision (CLOMR).

This requires a payment of \$6,500.00 to be included with the submittal of the CLOMR for FEMA project clarifying the effects of the hydrologic and hydraulic characteristics of Whitewood Creek in Phase I of the proposed restoration efforts with the determination of Base Flood Elevations.

The CLOMR documentation is being prepared by the engineers of record for the project being Towe Design Group and Albertson Engineering.

### **Recommended Motion:**

*Acknowledge payment of \$6,500.00 and submittal of a Conditional Letter of Map Revision (CLOMR) for FEMA project clarifying the effects of the hydrologic and hydraulic characteristics of Whitewood Creek in Phase I of the proposed restoration efforts with the determination of Base Flood Elevations.*

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



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

January 19, 2024

KLJ Engineering  
18 East Main Street  
Suite 229  
Rapid City, SD 57701-2949

RE: Transition of Engineering Services

To Whom it May Concern,

On the behalf of the City of Deadwood, we are requesting a formal transition from KLG Engineering to DGR Engineering to maintain the engineer of record, Dana Foreman, for the Burnham Avenue extension project. We appreciate the services of your firm and look forward to working with you again in the future; however, we believe this is in the best interest of Deadwood and this project at this time.

Please send any files and submit a final invoice for work completed at your earliest possible date. If you have any questions or need additional information, please contact our office at your convenience. Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Kuchenbecker'. The signature is written in a cursive style with a large, sweeping 'K' and 'C'.

Kevin Kuchenbecker, Planning, Zoning  
and Historic Preservation Officer

cc: Lornie Stalder, Public Works Director  
Jessica McKeown, Finance Officer  
File

**AGREEMENT BETWEEN THE  
DEADWOOD HISTORIC PRESERVATION COMMISSION  
AND DEADWOOD ALIVE, INC.**

THIS AGREEMENT is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION of the City of Deadwood, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," DEADWOOD ALIVE, INC., with its principal place of business located at P.O. Box 190, Deadwood, SD 57732.

**WHEREAS,** CITY desires the services of a primary troupe of actors and performers for reenactments on Main Street in accordance with Deadwood Codified Ordinance 5.28.11 along with the performance of the Trial of Jack McCall; and

**WHEREAS,** CITY desires DEADWOOD ALIVE's to perform street reenactments and the Trial of Jack McCall in Deadwood during the 2024 through 2028 seasons, for an annual sum allocated annually during budget session of the CITY, and

**WHEREAS,** the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DEADWOOD ALIVE shall provide reenactments and perform the Trial of Jack McCall in the City of Deadwood; and

**WHEREAS,** based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CITY owns the original script for the Trial of Jack McCall and hereby authorizes DEADWOOD ALIVE to utilize said script for said performance of the Trial of Jack McCall.
3. DEADWOOD ALIVE shall travel to Pierre and appear at the South Dakota Governor's Conference on Tourism annually in January of each year of the contract;

4. DEADWOOD ALIVE shall travel to Pierre and appear at Deadwood's Historic Preservation Day at the South Dakota Legislature annually in January of each year of the contract;
5. DEADWOOD ALIVE shall annually provide a spring season from the beginning of April to the week prior to Memorial Day for each year of the contract with street appearances and performances on Fridays and Saturdays of two historical reenactors portraying Deadwood Legends such as Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
6. DEADWOOD ALIVE shall annually perform during the summer season, Memorial Day through Labor Day, Monday through Saturday, Main Street shootout reenactments at 2:00 p.m., 4:00 p.m. and 6:00 p.m.; the assassination of Wild Bill along with the capture of Jack McCall at 7:30 p.m. and the Trial of Jack McCall at 8:00 p.m. daily in a suitable theater space as agreed by both parties, and a street presence of additional performances interspersed throughout the day;
7. DEADWOOD ALIVE will provide a minimum of six (6) actors daily during the summer seasons, along with additional support personnel including sound/lighting stage techs, ticket sales, crowd and traffic control and cleaning staff;
8. DEADWOOD ALIVE shall manage stagecoach operation during each season as agreed to by both parties;
9. DEADWOOD ALIVE shall defer to CITY for priority of street use;
10. DEADWOOD ALIVE shall annually provide a fall season September through early November, Friday and Saturday street appearances and performances of two historical reenactors portraying the Deadwood Legends of Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
11. DEADWOOD ALIVE agrees to be available for conventions, bus groups and other events for a nominal fee around scheduled performances and DEADWOOD ALIVE agrees to provide actors at no charge for any CITY requested appearances;
12. DEADWOOD ALIVE will continue, as time and budget allow, too provide reenactors to participate in community parades and activities;
13. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
14. DEADWOOD ALIVE shall adopt and adhere to strict safety precautions and measures relating to the discharge of firearms during performances and the CITY has the right to inspect and monitor said safety measures;
15. DEADWOOD ALIVE shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
16. DEADWOOD ALIVE agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of DEADWOOD ALIVE in connection with this agreement or services performed or materials provided pursuant to this contract;

17. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days' notice to DEADWOOD ALIVE;
18. DEADWOOD ALIVE shall be paid in an amount set during budget session of the CITY, for performances unless changes are agreed upon in writing by both parties;
19. DEADWOOD ALIVE may set ticket prices for the Trial of Jack McCall that allows suitable revenue for operations to meet the terms of this contract; and
20. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied and shall remain in force unless agreed to in writing by both parties

*(Signature page on following page)*

Dated this 5th day of February, 2024.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_\_ day of February, 2024.

Deadwood Alive

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

State of South Dakota )  
County of Lawrence ) ss.

On this the \_\_\_\_\_ day of February, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the Chairman Of Deadwood Alive, Inc., whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

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





## LEASE SUPPLEMENT

This Lease Supplement (“**Supplement**”), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **The City of Deadwood, South Dakota**, whose principal place of business is 108 Sherman Street, Deadwood, South Dakota 57732 (“**Lessor**”), and **CommNet Cellular Inc. d/b/a Verizon Wireless**, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Lessee**”).

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between The City of Deadwood, South Dakota and CommNet Cellular Inc., dated January 28, 2019 (the “**Agreement**”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within a portion of Lessor's Property having an address of 62 ½ Dunlap Avenue, Deadwood, Lawrence County, South Dakota, in and lying east of Sampson Street, including, without limitation, approximately 600 square feet of Equipment Space on the Property for Lessee's pole, communications equipment and facilities. The Equipment Space and Cabling Space (including space under and within the Lessor's existing building therein) are as shown on **Exhibit 1**, attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **Electrical Service.**

a. In consideration for the electrical service provided by Lessor, for each year during the Term Lessee shall pay Lessor a flat rate of \$1,678.00 per year for its power consumption (the “**Power Charge**”). The annual Power Charge shall be paid in annual installments, in advance, on or before the Commencement Date of this Supplement (as determined pursuant to **Paragraph 3** of the Agreement), and on each anniversary of the Commencement Date thereafter during the Term. The Power Charge shall be paid to Lessor at 108 Sherman Street, Deadwood, South Dakota 57732, or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any payment date by written notice to Lessee given in accordance with **Paragraph 17** of the Agreement. Lessor and Lessee acknowledge and agree that the initial annual payment of the Power Charge shall not be delivered by Lessee until 90 days after the written acknowledgement confirming the Commencement Date. In the event this Supplement is terminated prior to the expiration of the Term of this Supplement, Lessor shall refund a portion of the Power Charge to Lessee based on the number of months from the date of termination to the next annual anniversary of the Commencement Date.

b. Lessor shall have the right, no more frequently than once every 24 months, to request that Lessee provide information sufficient to demonstrate, to Lessor's reasonable satisfaction, the actual cost for the electrical service utilized by Lessee. In the event the Parties mutually agree that the actual cost of the electrical service utilized by Lessee is less than 90% of the then current Power Charge, or exceeds the then current Power Charge, the Parties shall negotiate, in good faith, an adjustment to the Power Charge and shall amend this Supplement to reflect the same. In the event Lessee proposes equipment modifications which would decrease or increase its annual electrical service usage, the Parties shall recalculate the annual Power Charge and amend this Supplement.

5. **Site Specific Terms.** Lessee shall have a non-exclusive access easement for purposes of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Equipment Space and Cabling Space for the purpose of installation, operation and maintenance of Lessee's communications equipment over or along the access and utility easements (collectively, the "Easements"), which shall be depicted on **Exhibit 2**. The non-exclusive access easement shall be an easement of varying width, up to fifteen feet (15') on each side of the access route as labeled on **Exhibit 2**. Lessee shall further have non-exclusive utility easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services, as deemed necessary or appropriate by Lessee for the operation of its communications equipment. The non-exclusive utility easements shall be seven and one-half feet (7.5') on each side of the utility routes as labeled on **Exhibit 2**. In the event it is necessary, Lessor agrees to grant Lessee or the service provider the right to install such services on, through, over and/or under other portions of the Property, provided the location of such services shall be reasonably approved by Lessor.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

**LESSOR:**

**The City of Deadwood, South Dakota**

\_\_\_\_\_  
WITNESS

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

Name: \_\_\_\_\_

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

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

**LESSEE**

**CommNet Cellular Inc. d/b/a Verizon Wireless**

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

Name: \_\_\_\_\_

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

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

**EXHIBIT 1**

**Parent Parcel Description and Site Plan of the Premises**

**Parent Parcel Description:**

PARCEL 1:

DEADWOOD AMUSEMENT PARK TRACT, FORMERLY LOTS X1 & X2 IN M.S. 308, LOTS X1 & X2 IN M.S. 335, LOT X1 IN M.S. 242, LARIVE LOT IN M.S. 335 AND PORTIONS OF M.S. 308, 335, 242 & 569, ACCORDING TO PLAT DOCUMENT NO. 2013-2127.

TAX ID NO: 30900-00335-000-01

PARCEL 2:

DEADWOOD CITY SHOP TRACT A, FORMERLY LOTS 2 & 3 OF E.L. KEENER LOTS IN M.S. 335 LOTS 1 & 2, BLOCK 3 OF MIRICK ADDITION IN M.S. 735 AND PORTIONS OF LOTS 3, 4 & 5 OF RAILROAD AVENUE BLOCK IN MS. 735 ACCORDING TO PLAT DOCUMENT NO. 2013-2127.

TAX ID NO: 30900-000335-000-02

**Site Plan of the Premises:**      See Attached

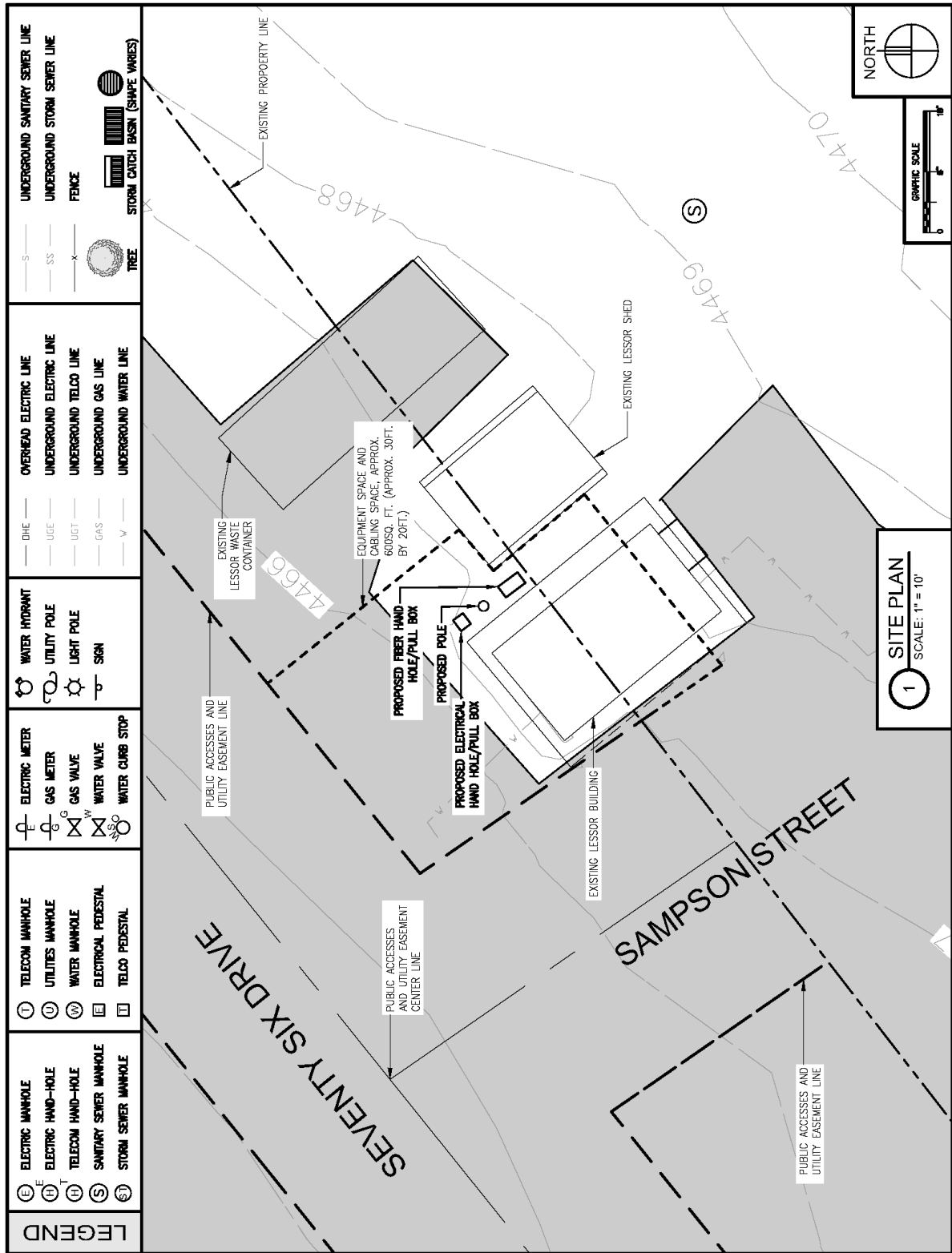


Exhibit 1  
Page 2 of 2

**EXHIBIT 2**

**Easements**

(See Attached)

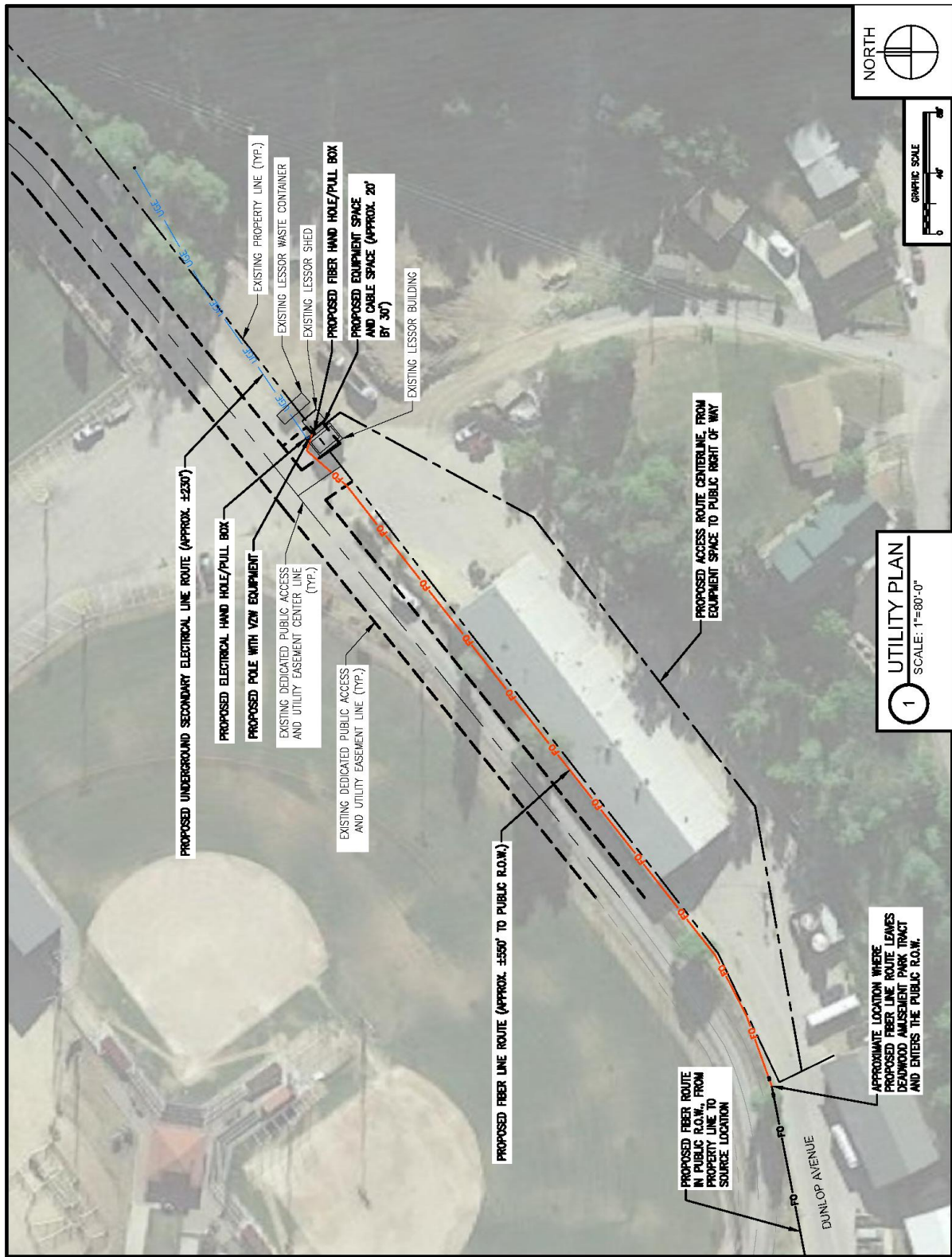


Exhibit 2  
Page 2 of 2



**EXHIBIT 3**

**Landowner's Consent**

(Not Applicable)



**SITE LOCATION MAP**

# SD01 DAYS OF 76 SC1

## DEADWOOD SD 57732

**verizon**  
 10801 Bush Lake Rd  
 Bloomington, MN 55438  
 952.946.4694 voice

**DESIGN 1**  
 9973 VALLEY VIEW RD.  
 EDEN PRAIRIE, MN 55344  
 (952) 903-9299  
 WWW.DESIGN1EP.COM

Not Stamped

PROJECT DESCRIPTION			SHEET INDEX	
WORK ITEM	SUPPLIED BY	INSTALLED BY	SHEET	SHEET DESCRIPTION
VERIZON OWNED EQUIPMENT	VERIZON	CONTRACTOR	TITLE SHEET	PROJECT INFORMATION, MAPS, DIRECTIONS, & SHEET INDEX
CABLING	CONTRACTOR	CONTRACTOR	SHEET 1	SITE PLAN
(1) RAYCAP BOX	CONTRACTOR	CONTRACTOR	SHEET 2	ELEVATION, ANTENNA & EQUIPMENT KEY, ANTENNA PLAN
(1) HAND HOLE	FIBER PROVIDER	FIBER PROVIDER	SHEET 3	MOUNTING DETAILS & PLANS
(1) PROPOSED POLE	VERIZON	CONTRACTOR	SHEET 4	EQUIPMENT DETAILS
2" CONDUIT/DUCT (FOR ELECTRICAL RUN)	CONTRACTOR	CONTRACTOR	SHEET 5	FIBER & POWER ROUTING PLAN
ELECTRICAL RUN	BLACK HILLS ENERGY	BLACK HILLS ENERGY	SHEET 6	FIBER & POWER DETAILS, GROUNDING PLAN
FIBER FROM FIBER HAND HOLE TO EQUIPMENT	CONTRACTOR	CONTRACTOR	SHEET 7	GENERAL NOTES
			1	SURVEY

NOT FOR  
CONSTRUCTION

PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

SD01 DAYS OF 76 SC1

40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
RB	07-22-19	REV. B
NPR	08-26-19	REV. C
ATJ	10-16-19	REV. D
SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

**STRUCTURAL ANALYSIS:**

DATE:	DESCRIPTION:

**RFDS:**

DATE:	
	08-10-23

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	TITLE SHEET
SHEET NUMBER	TITLE

SITE INFORMATION

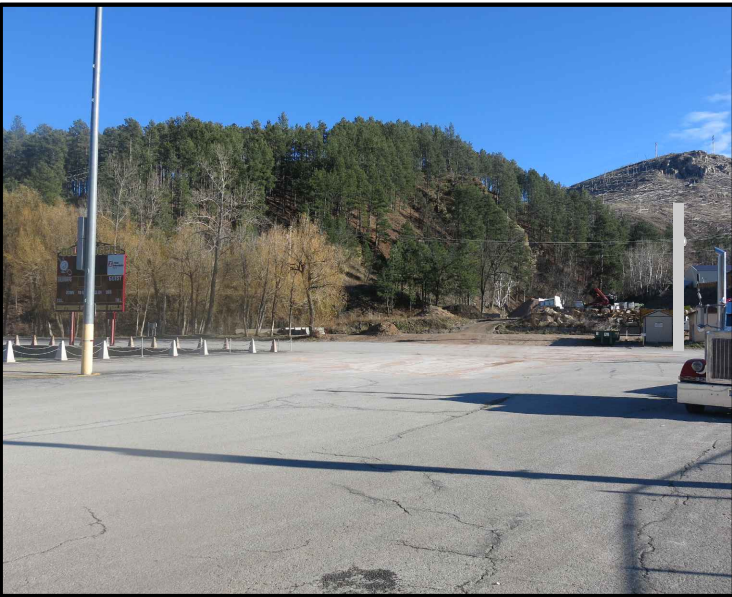
APPROX. ADDRESS:	40 CRESCENT DR DEADWOOD, SD 57732
SITE COORDINATES:	N 44° 23' 03.37" (NAD83) W 103° 43' 00.40" (NAD83)
PROJECT NUMBER:	20181833009
LOCATION CODE:	500526
EXISTING POLE TYPE:	N/A
EXISTING POLE FINISH:	N/A
NEW POLE MATERIAL:	ALUMINUM
NEW POLE FINISH:	PAINT
PAINT CODE:	SW 6993" BLACK OF NIGHT"
POLE DISPOSAL INFORMATION:	N/A

- NOTES
- In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
  - The following general notes shall apply to drawings and govern unless otherwise noted or specified.
  - The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of SD, and the city of Deadwood.
  - Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
  - Compare field conditions with drawings. Any discrepancies shall be directed to the designer for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the designer. No information or details on these sheets may be used without the permission of the owner, or the designer.
  - Do not scale drawings!
  - Unless otherwise shown or noted, typical details shall be used where applicable.
  - Details shall be considered typical at similar conditions.
  - Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The designer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
  - Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
  - The work is the responsibility of the general contractor unless noted otherwise.
  - The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
  - The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.

DIRECTORY

<p><b>PROPERTY OWNER:</b> CITY OF DEADWOOD</p> <p><b>ASSET OWNER:</b> VERIZON WIRELESS 10801 BUSH LAKE RD. BLOOMINGTON, MN 55438 CONTACT: AMANDA TURNER</p> <p><b>POWER PROVIDER:</b> BLACK HILLS ENERGY 625 NINTH STREET RAPID CITY, SD 57701 CONTACT: DREW HEID PHONE: 605-206-2967</p> <p><b>DESIGNER:</b> DESIGN 1 OF EDEN PRAIRIE 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 PHONE: 952-903-9299</p>	<p><b>VERIZON REAL ESTATE MANAGER:</b> CONTACT: AMANDA TURNER EMAIL: amanda.turner@verizonwireless.com</p>
---	--





A OVERVIEW OF SITE



B OVERVIEW OF SITE



C OVERVIEW OF SITE

<b>LEGEND</b>	(E)	ELECTRIC MANHOLE	(T)	TELECOM MANHOLE	(EM)	ELECTRIC METER	(WH)	WATER HYDRANT	(DHE)	OVERHEAD ELECTRIC LINE	(S)	UNDERGROUND SANITARY SEWER LINE
	(HE)	ELECTRIC HAND-HOLE	(U)	UTILITIES MANHOLE	(GM)	GAS METER	(UP)	UTILITY POLE	(UGE)	UNDERGROUND ELECTRIC LINE	(SS)	UNDERGROUND STORM SEWER LINE
	(HT)	TELECOM HAND-HOLE	(W)	WATER MANHOLE	(GV)	GAS VALVE	(LP)	LIGHT POLE	(UGT)	UNDERGROUND TELCO LINE	(X)	FENCE
	(S)	SANITARY SEWER MANHOLE	(EP)	ELECTRICAL PEDESTAL	(WV)	WATER VALVE	(SIG)	SIGN	(GAS)	UNDERGROUND GAS LINE	(TREE)	TREE
	(ST)	STORM SEWER MANHOLE	(TP)	TELCO PEDESTAL	(WCS)	WATER CURB STOP			(W)	UNDERGROUND WATER LINE	(SCB)	STORM CATCH BASIN (SHAPE VARIES)

**verizon**

10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

**DESIGN 1**

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM

Not Stamped

**NOT FOR CONSTRUCTION**

PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**

40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
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ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

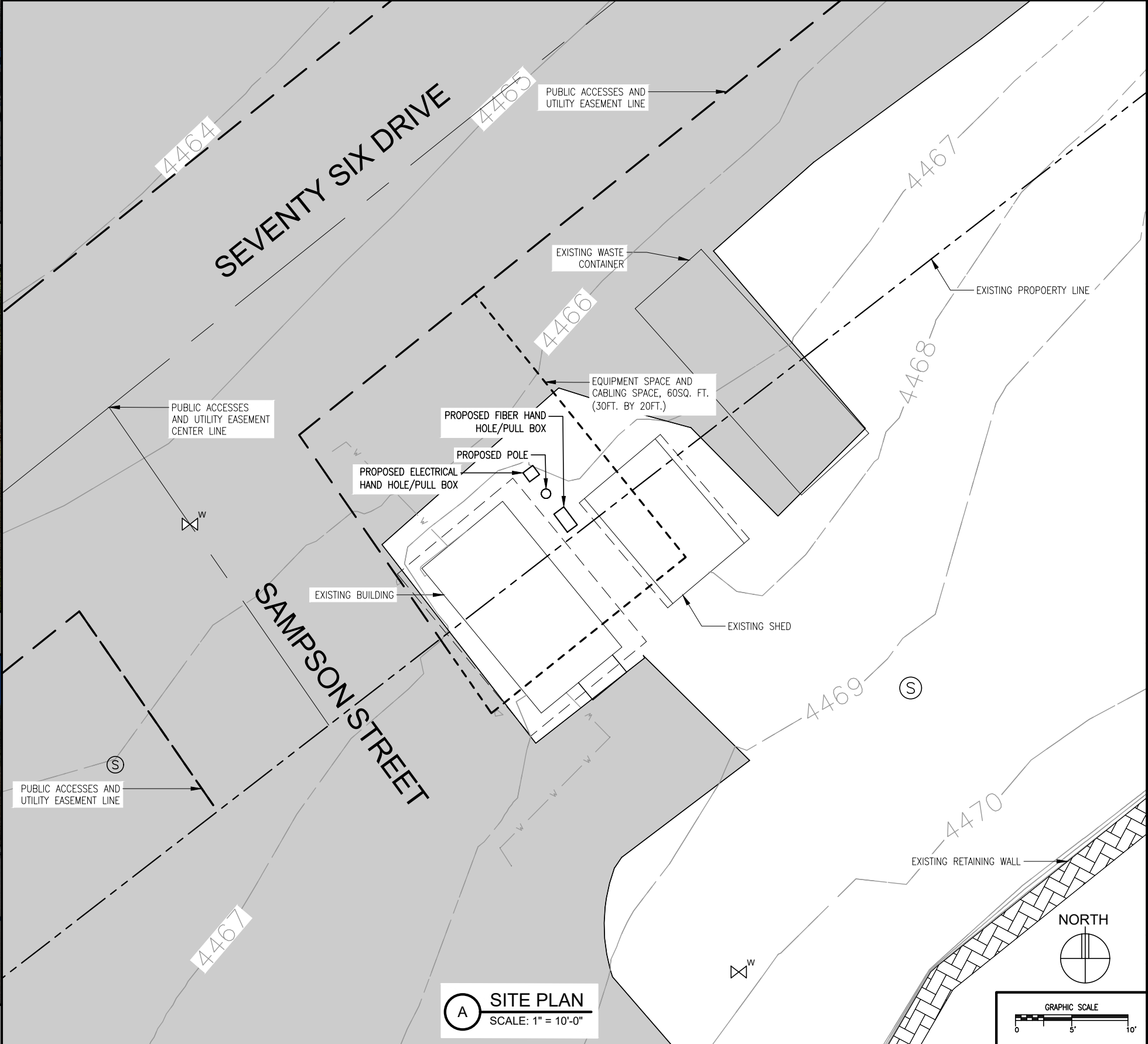
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DATE:	DESCRIPTION:

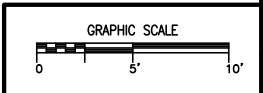
RFDS:

DATE:	
08-10-23	

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	SITE PLAN
SHEET NUMBER	SHEET 1



**A SITE PLAN**  
SCALE: 1" = 10'-0"



PROPOSED ANTENNA KEY															
NODE	AZIMUTH	POSITION	PORT	QTY	MANUFACTURER	MODEL	MOD TYPE	ANTENNA HEIGHT	ANTENNA WIDTH	ANTENNA WEIGHT	ANTENNA TIP	ANTENNA CENTER	ELEC DOWNTILT	MECH DOWNTILT	STATUS
SC1	310°	-	-	1	JMA	MX08FRO265-20	700+45	24.0"	20.0"	29.6 LBS	30.0'	29.0'	2'	0'	PROPOSED
-	-	-	-	-	-	-	700-45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	850+45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	850-45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	PCS+45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	PCS-45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	AWS+45	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	AWS-45	-	-	-	-	-	-	-	-
SC1	310°	-	-	1	ERICSSON	AIR1652_B77D	CBAND	21.3"	8.1"	31.0 LBS	27.0'	26.1'	1'	0'	PROPOSED
SC1	310°	-	-	1	ERICSSON	KRE105281/1	CBRS	7.8"	7.8"	1.8 LBS	23.8'	23.2'	8'	0'	PROPOSED

PROPOSED EQUIPMENT KEY			
QTY.	MANUFACTURER	MODEL	STATUS
1	ERICSSON	4490	PROPOSED
-	-	-	-
-	-	-	-
1	ERICSSON	4455	PROPOSED
-	-	-	-
-	-	-	-
-	-	-	-
1	ERICSSON	4408 B48 AC	PROPOSED

PROPOSED ADDITIONAL EQUIPMENT:  
 (1) RAYCAP BOX, MODEL# RSCAC-1333-PS-240  
 (1) MILBANK U5871XL1005T9 LOAD CETER, OR EQUIVALENT

**A ANTENNA AND EQUIPMENT KEY**  
 SCALE: N/A

**NOTE:**

THE VALMONT POLE WILL BE REQUIRED TO BE EMBEDDED A MINIMUM DISTANCE OF 12'-0" BELOW THE SURFACE GRADE. EXCAVATION SHALL BE SIZED SUCH THAT THE OUTSIDE DIAMETER OF THE EXCAVATED HOLE SHALL BE A MINIMUM OF 12" GREATER THAN THE DIAMETER OF THE POLE BUTT END. EXCAVATION TO BE TERMINATED 12" BELOW POLE BUTT END.

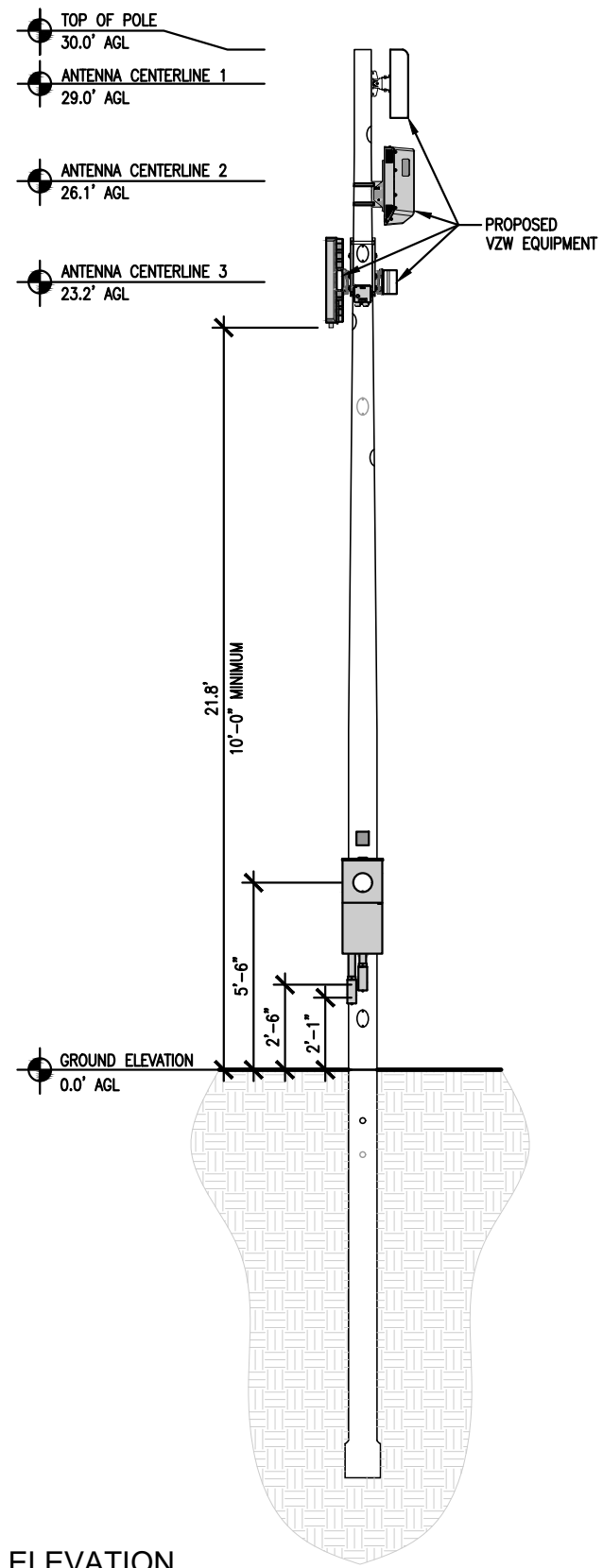
BACKFILL MATERIAL TO BE GRADED AND WELL-COMPACTED AGGREGATE MATERIAL. 12" OF BACKFILL MATERIAL SHALL BE PLACED AND WELL-COMPACTED AT THE BOTTOM OF THE EXCAVATION. BACKFILL MATERIAL SHALL BE PLACED AND WELL-COMPACTED IN LIFTS NOT TO EXCEED 6" IN THICKNESS. BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR. BACKFILL SHALL BE WELL BANKED AND TAMPED AROUND THE POLE TO A HEIGHT OF 6" ABOVE GRADE.

PRESUMPTIVE SOIL CONDITIONS HAVE BEEN ASSUMED AS SITE SOIL CONDITIONS OR GEOTECHNICAL REPORT HAVE NOT BEEN PROVIDED FOR REVIEW AND ANALYSIS. OUR DESIGN HAS ASSUMED THE EXISTING SOILS AT THE SITE CONFORM TO 2015 MN BUILDING CODE - TABLE 1806.2, CLASS OF MATERIALS 5.) CLAY, SANDY CLAY, SILTY CLAY

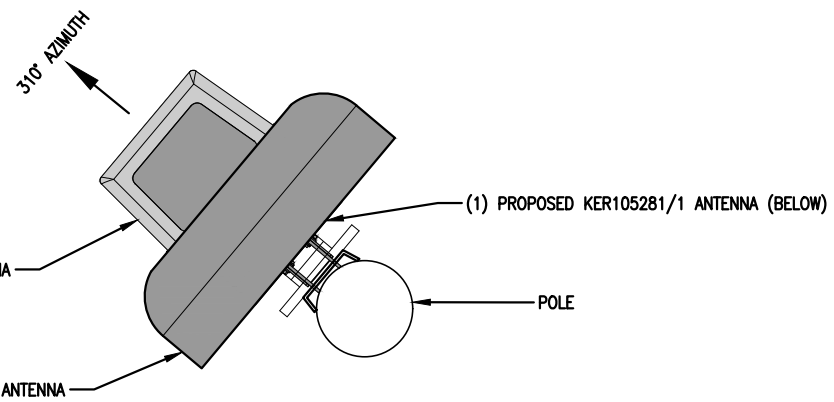
CLAYEY SILT SILT AND SANDY SILT ( CL, ML, MH, AND CH) WITH THE FOLLOWING PRESUMED LOAD BEARING VALUES:  
 VERTICAL FOUNDATION PRESSURE = 1,500 PSF  
 LATERAL BEARING PRESSURE = 100 PSF/FT BELOW NATURAL GRADE

MINIMUM TOP 4" OF BACKFILL AROUND POLES SHALL BE TOPSOIL AND ALL DISTURBED AREAS MUST BE RESTORED WITH SEED OR SOD (SEE SHEET 6, SITE WORK, SPEC 02 8500)

IF BETTER SOILS ARE PRESENT AT THE SITE, THE CURRENT DESIGN IS SUFFICIENT. HOWEVER, IF WORSE SOILS ARE PRESENT, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY HERZOG ENGINEERING, LLC (612-844-1234) AS A REDISIGN MAY BE NECESSARY.



**C NEW POLE ELEVATION**  
 SCALE: 3/16" = 1'-0"



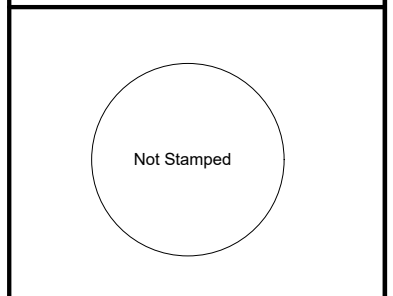
**B ANTENNA PLAN**  
 SCALE: 1" = 1'-0"  
 NORTH

**verizon**

10801 Bush Lake Rd  
 Bloomington, MN 55438  
 952.946.4694 voice

**DESIGN 1**

9973 VALLEY VIEW RD.  
 EDEN PRAIRIE, MN 55344  
 (952) 903-9299  
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**NOT FOR CONSTRUCTION**

PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**

40 CRESCENT DR  
 DEADWOOD, SD 57732

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
RB	07-22-19	REV. B
NPR	08-26-19	REV. C
ATJ	10-16-19	REV. D
SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	
08-10-23	

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	ELEVATION & ANTENNA PLAN
SHEET NUMBER	<b>SHEET 2</b>

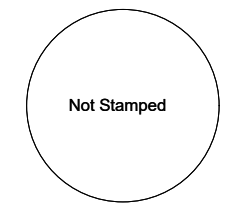




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PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**

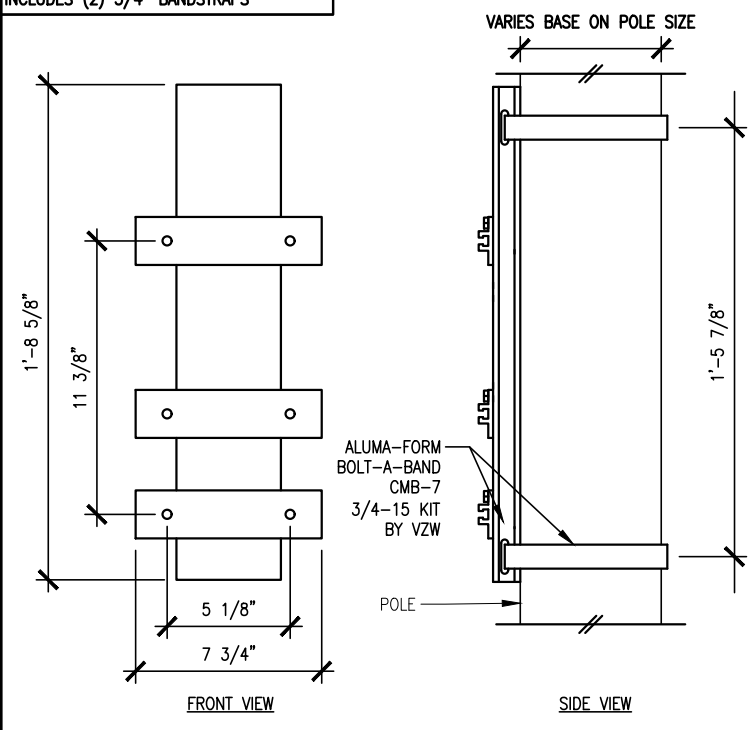
40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
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ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:
RFDS:	
DATE:	08-10-23

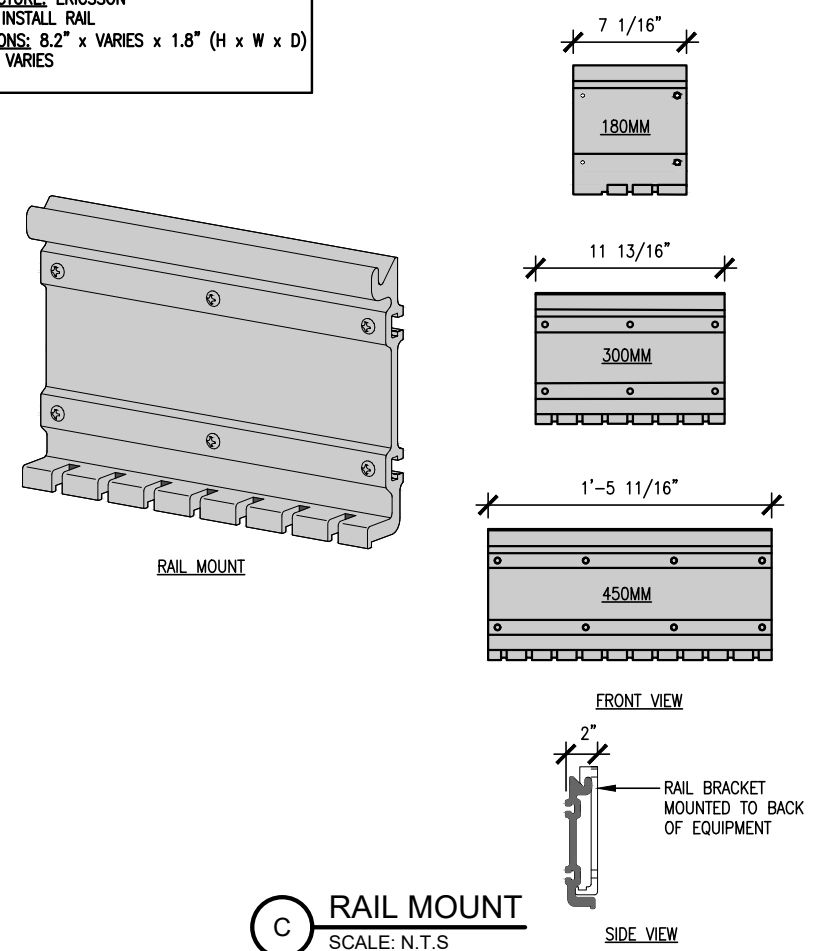
PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	MOUNTING DETAIL & PLANS
SHEET NUMBER	SHEET 3

MANUFACTURE: ALUMA-FORM  
MODEL: CMB-7 3/4-3-11 KIT  
DIMENSIONS: 20-5/8" x 7-3/4" (H x W)  
WEIGHT: 3.44 LBS.  
INCLUDES (2) 3/4" BANDSTRAPS

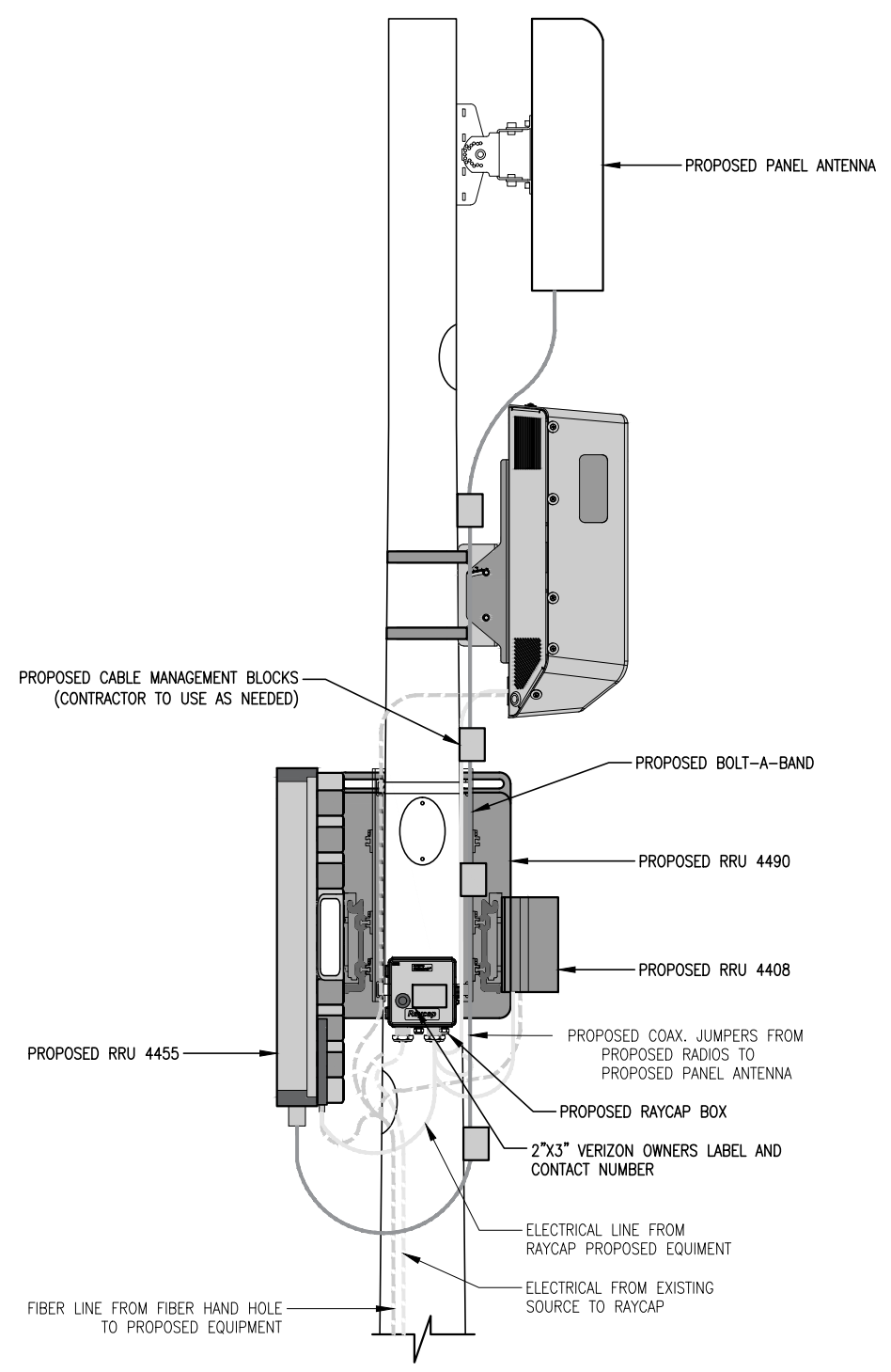


**B BOLT-A-BAND**  
SCALE: N.T.S

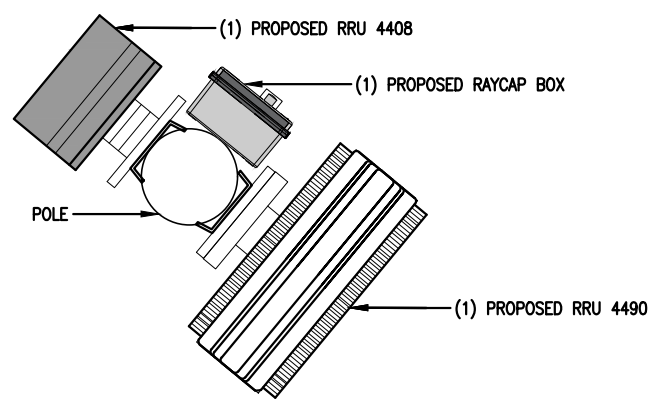
MANUFACTURE: ERICSSON  
MODEL: INSTALL RAIL  
DIMENSIONS: 8.2" x VARIES x 1.8" (H x W x D)  
WEIGHT: VARIES



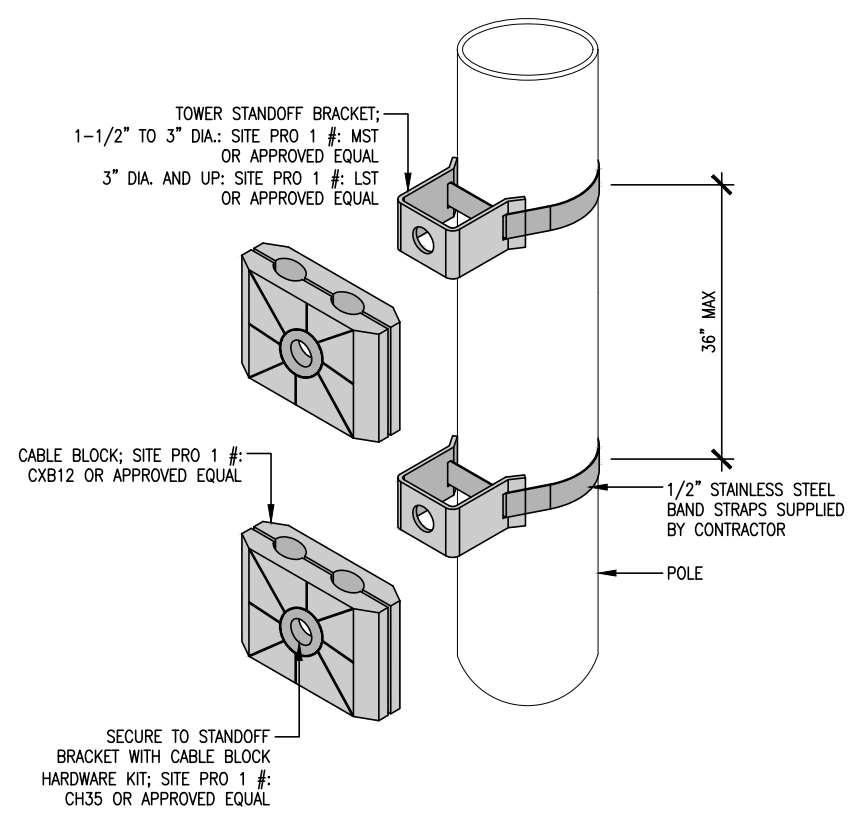
**C RAIL MOUNT**  
SCALE: N.T.S



**A ANTENNA AND EQUIPMENT MOUNTING DETAIL**  
SCALE: 3/4" = 1'-0"



**D EQUIPMENT PLAN**  
SCALE: 1" = 1'-0"



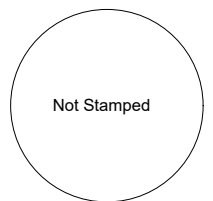
**E TYP. CABLE MANAGEMENT**  
SCALE: N.T.S



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PROJECT NO:	20181833009
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**SD01 DAYS OF 76 SC1**  
  
40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
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SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

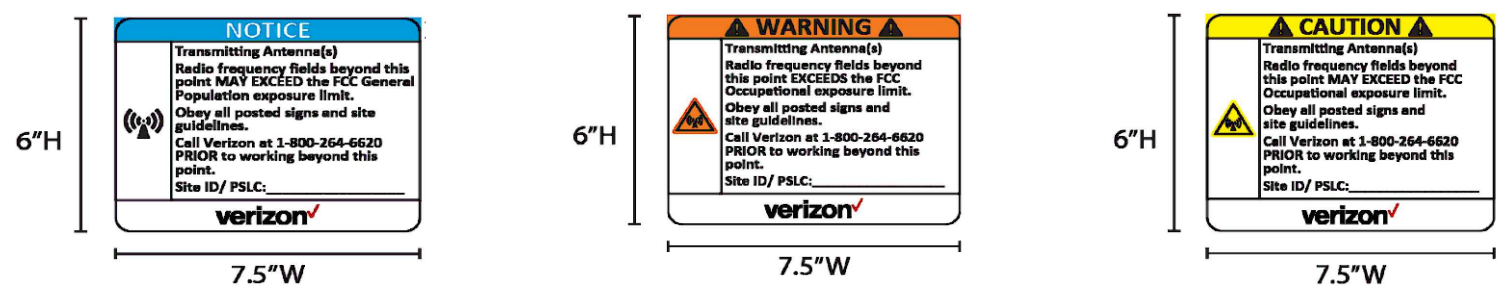
STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	
08-10-23	

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	EQUIPMENT DETAILS
SHEET NUMBER	SHEET 4

TUFF-SEAL BUSHING LIST				
PART #	BUSHING SPEC	# OF HOLES	Ø OF EACH HOLE	HUB SIZE
RSR-500-2	SRB-500-2	2	.500/.375	1 1/2"
RSR-508-2	SRB-508-2	2	0.5	1 1/2"
RSR-510-2	SRB-510-2	2	0.625	1 1/2"
RSR-506-3	SRB-506-3	3	0.375	1 1/2"

**B** TUFF-SEAL BUSHING  
SCALE: N.T.S



**NOTES:**  
1. THE GC IS TO CONFIRM WITH VZW CE ON THE PROPER COLOR AND HEIGHT THE RF SIGNS ARE TO BE ATTACHED TO THE POLE.

**A** RF WARNING SIGNS  
SCALE: N.T.S



**C** OVERVIEW OF SITE



**D** OVERVIEW OF SITE



**E** OVERVIEW OF SITE



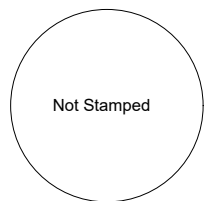
- NOTE:
1. G.C. TO ADHERE TO BLACK HILLS ENERGY HANDBOOK TRENCH AND BORE REQUIREMENTS, INCLUDING REMOVAL OF ROCK, AND PROVIDING SAND BED.
  2. 911 ADDRESS OF SITE MUST BE POSTED ON METER SOCKET, ALONG WITH CUSTOMER NAME.
  3. ALL TREES IN UTILITY RIGHT OF WAY MUST BE CUT AND REMOVED.



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PROJECT NO:	20181833009
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SD01 DAYS OF 76 SC1  
40 CRESCENT DR  
DEADWOOD, SD 57732

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INITIAL:	DATE:	DESCRIPTION:
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ATJ	12-06-23	REV. G

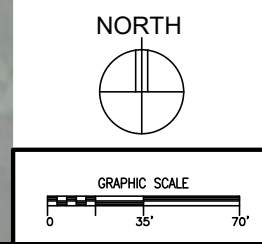
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DATE:	DESCRIPTION:

RFDS:	
DATE:	
08-10-23	

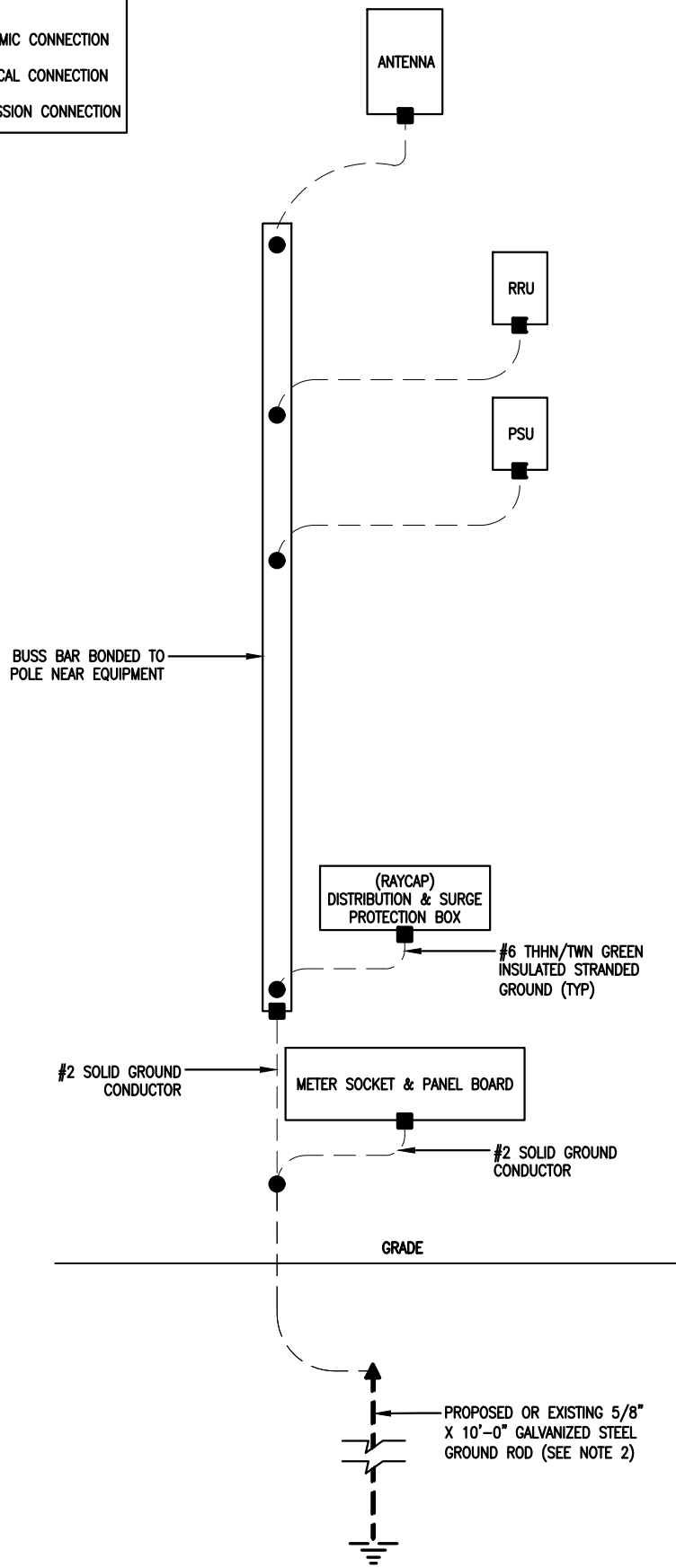
PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	FIBER AND POWER ROUTING PLAN
SHEET NUMBER	SHEET 5



**A** UTILITY PLAN  
SCALE: 1" = 70'-0"

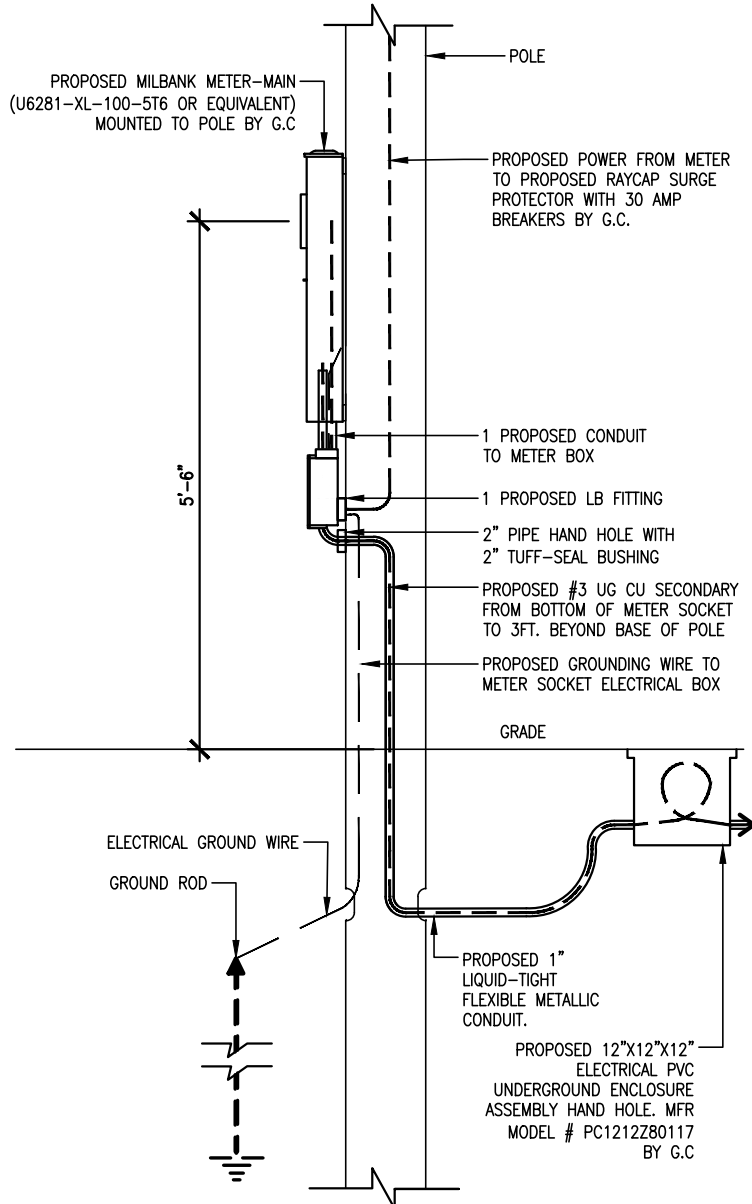
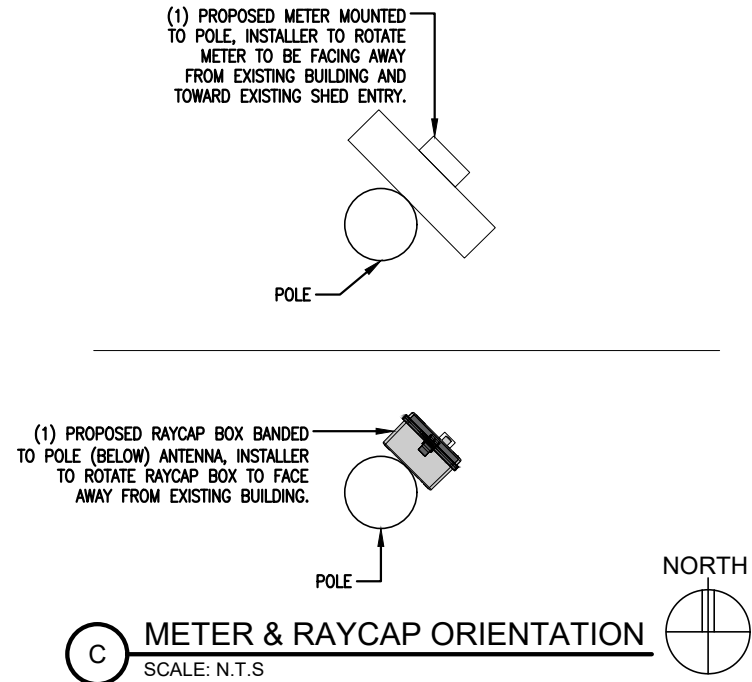


- LEGEND:**
- ▲ EXOTHERMIC CONNECTION
  - MECHANICAL CONNECTION
  - COMPRESSION CONNECTION

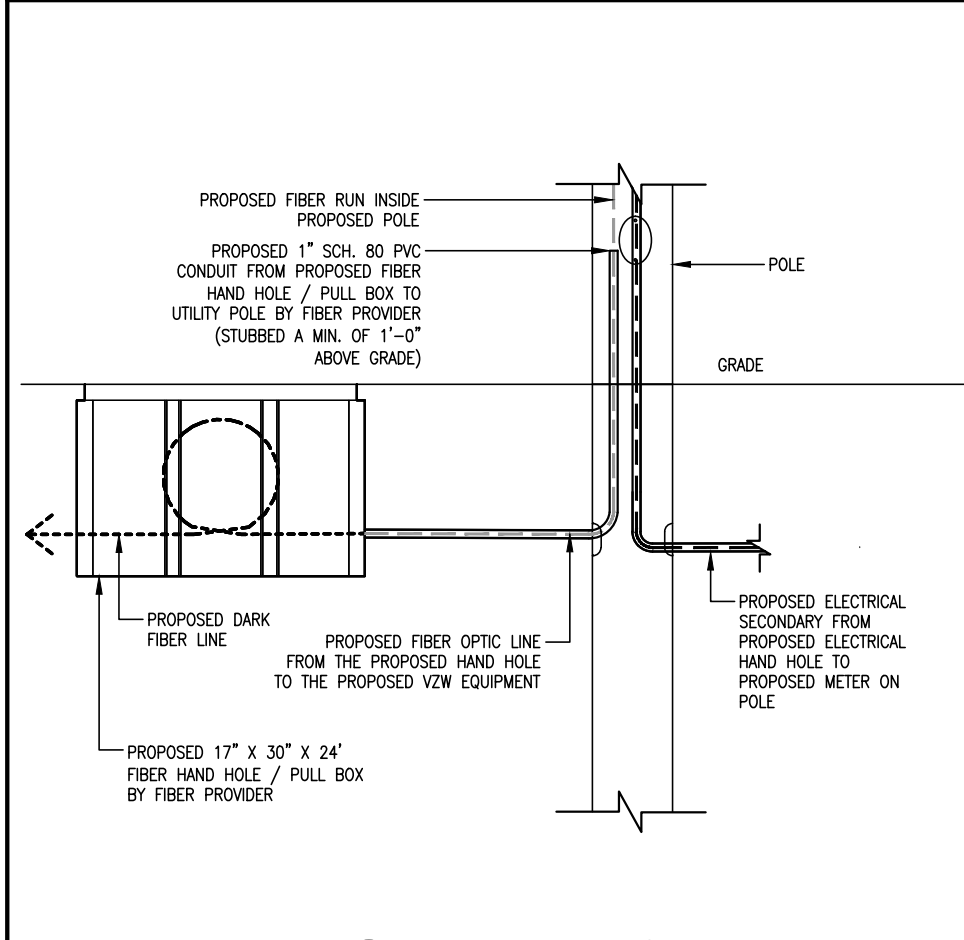
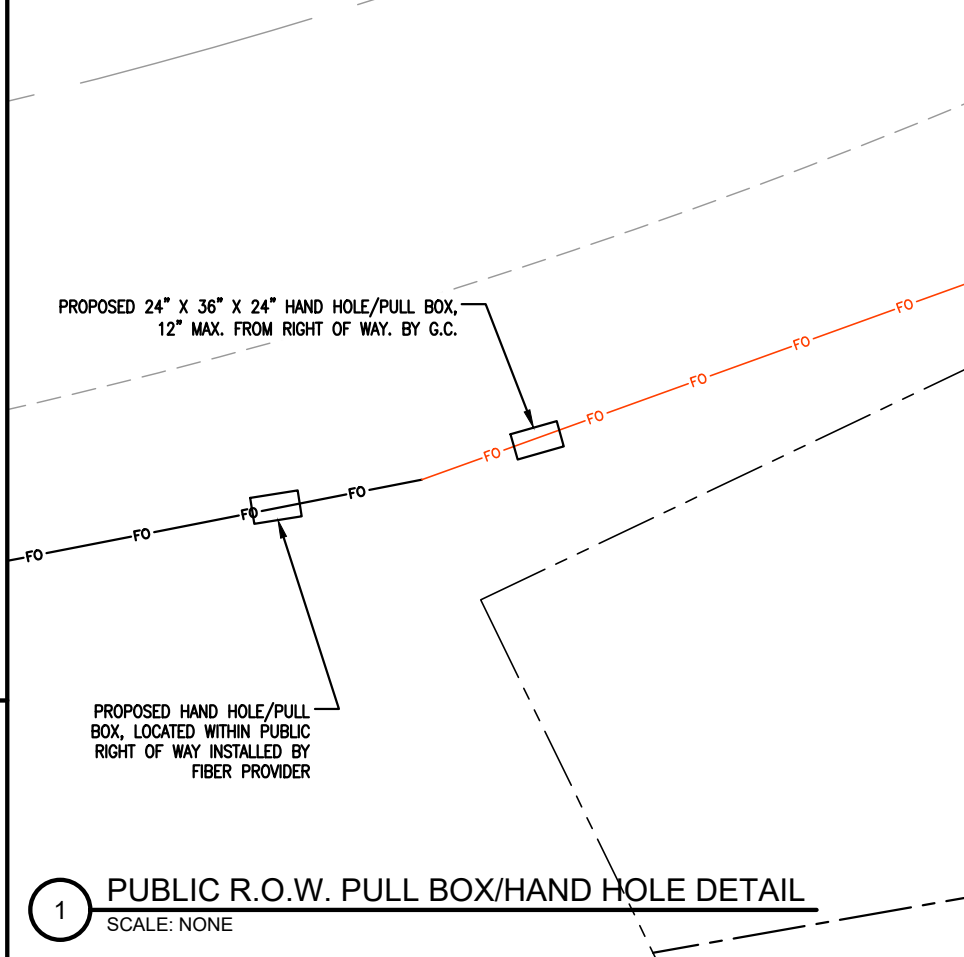


- NOTES:**
- GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWINGS FOR EQUIPMENT AND ANTENNA LOCATIONS.
  - DRIVE GROUND RODS TO A MINIMUM DEPTH OF 30" OR 6" BELOW FROST LINE

**A** GROUNDING DIAGRAM  
SCALE: N.T.S



**B** METER MOUNTING DETAIL / POWER  
SCALE: 1/2" = 1'-0"



**B** FIBER HAND HOLE  
SCALE: 1/2" = 1'-0"

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**DESIGN 1**

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PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**

40 CRESCENT DR  
DEADWOOD, SD 57732

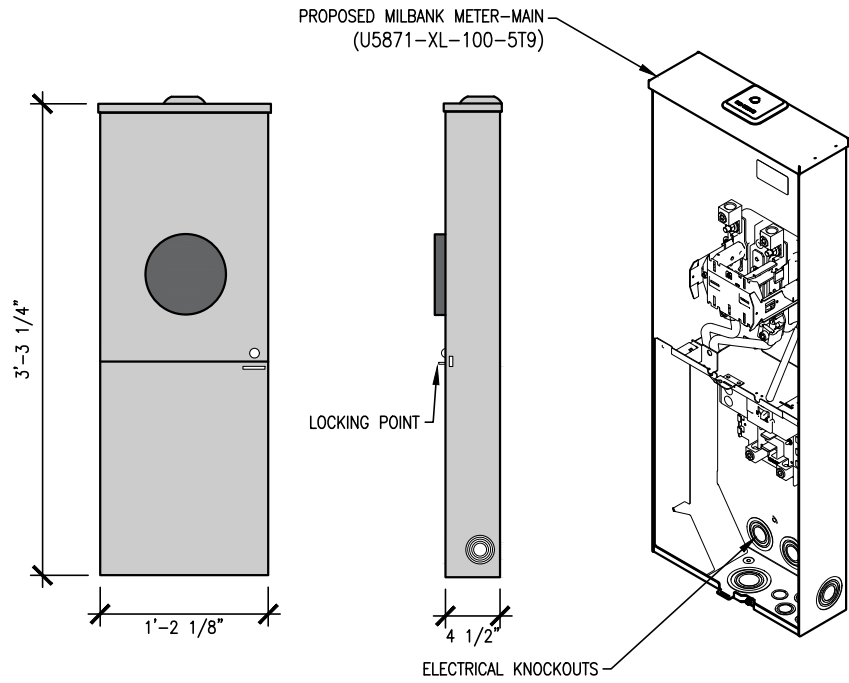
SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
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ATJ	10-16-19	REV. D
SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	08-10-23
PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	ELECTRICAL, FIBER & GROUNDING DETAILS
SHEET NUMBER	SHEET 6

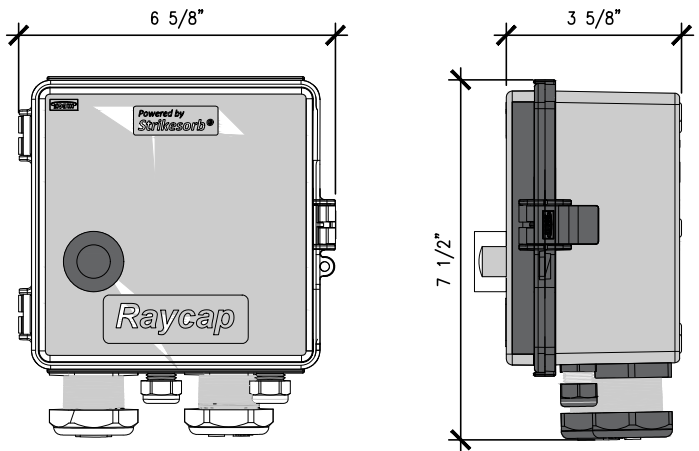


MANUFACTURE: RAYCAP  
MODEL NO: RSCAC-1333-PS-240



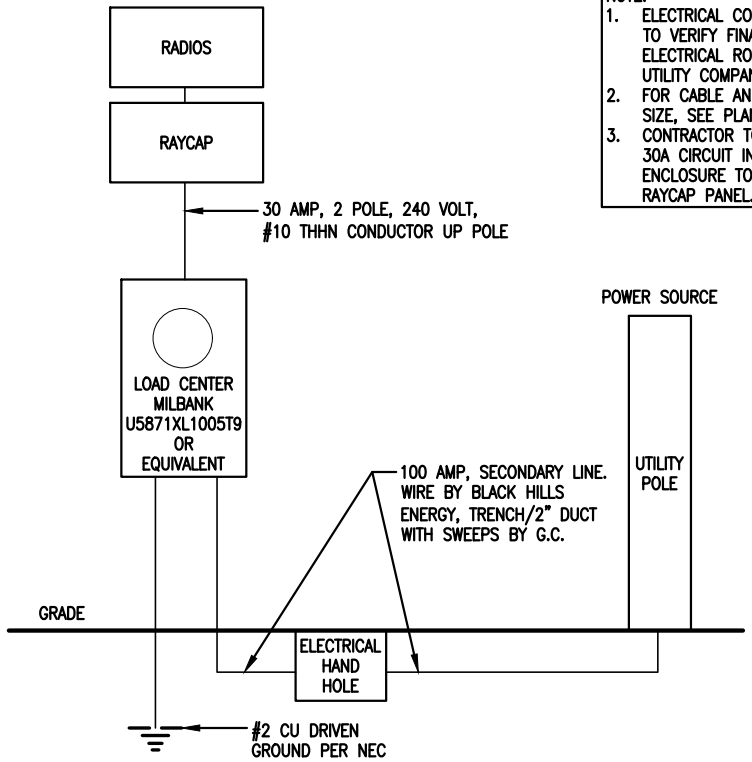
**A** METER BOX DETAIL  
SCALE: N.T.S

**NOTE:**  
RAYCAP INSTALLATION & BUILD QUALITY AS PER MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. SEE MANUFACTURER'S INFORMATION PACKET FOR MORE INFORMATION.



**B** RAYCAP DETAIL  
SCALE: N.T.S

**NOTE:**  
1. ELECTRICAL CONTRACTOR TO VERIFY FINAL ELECTRICAL ROUTING WITH UTILITY COMPANY ON-SITE.  
2. FOR CABLE AND CONDUIT SIZE, SEE PLAN DRAWINGS.  
3. CONTRACTOR TO INSTALL A 30A CIRCUIT INSIDE METER ENCLOSURE TO FEED RAYCAP PANEL.



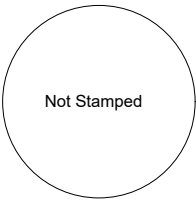
**C** ONE LINE RISER DIAGRAM  
SCALE: N.T.S

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PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**

40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
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SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	ELECTRICAL, FIBER & GROUNDING DETAILS
SHEET NUMBER	<b>SHEET 7</b>

ELECTRICAL LOAD ANALYSIS PANEL					
VOLTAGE: 120/240 V -1PH		OCCUPANCY: TELECOMMUNICATION TOWER			
DESCRIPTION OF LOAD	LOAD	AMPS AT 240V 1 Ø			
		Ø A	Ø B	Ø C	Ø N
ANTENNA POWER X 1.25 =	1500	6.25	6.25	-	-
TOTAL CONNECTED LOAD =		6.25	6.25	-	-
SERVICE AMPACITY		100	100	-	100

**NOTE:**

- FIELD VERIFY LOAD PRIOR TO INSTALLING WIRE, CONDUIT, ETC.
- ALL LOADS REQUIRE APPROPRIATE GROUND WIRE.
- ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL INSTALL FEEDERS BASED ON THE OVER CURRENT DEVICE RATINGS.
- ABOVE GROUND CONDUIT SHALL BE RIGID EMT OR IMC CONDUIT OR BETTER.
- CONTRACTOR SHALL INSTALL A MINIMUM 2"x3" LABEL IN BLUE LETTERING ON A CONTRASTING DATE OF CALCULATION FOR AVAILABLE SHORT CIRCUIT CURRENT.
- ALL THE INSTALLED ELECTRICAL MATERIALS, APPARATUS, DEVICES, APPLIANCES OR EQUIPMENT SHALL BE IN FULL COMPLIANCE WITH STATE OF MINNESOTA RULES AND OTHER APPLICABLE CODES. THE MARKER'S NAME, TRADEMARK OR OTHER IDENTIFICATION SYMBOL SHALL BE PLACED ON ALL THE MATERIALS, APPARATUS, DEVICES, APPLIANCES, FIXTURES AND EQUIPMENT. ALL THE INSTALLED ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR INTENDED USE AND SHALL BE INCLUDED IN A LIST PUBLISHED BY AN APPROVED AGENCY.
- SERVICE DISCONNECT AND METERING LOCATION SHALL BE COORDINATED WITH VERIZON AND XCEL ENERGY.
- ALL UNDERGROUND CABLE SHALL BE BURIED 24" MINIMUM UNDERGROUND. IT SHALL BE ROUTED IN MINIMUM PVC SCH 80 CONDUIT.
- CONTRACTOR TO PROVIDE HAND HOLE/PULL BOX TO PROTECT CABLE I.E. STREET CROSSING, LONG RUN, OR CABLE DIRECTION CHANGE MORE THAN 270 DEGREES.
- ALL WORK SHALL MEET LATEST ADOPTED NEC AND OTHER NATIONAL AND LOCAL CODES.
- ALL CABLE AND CONDUIT ROUTING IS SHOWN DIAGRAMMATICALLY. CONTRACTOR TO FIND THE BEST CODE COMPLIANT METHOD AND COORDINATE IT WITH VZW, CITY AND UTILITY.

**GENERAL CONDITIONS**

00 0001 PERMITS  
Construction Permit shall be acquired by, or in the name of, Verizon Wireless, to be hereinafter referred to as the OWNER. Other permits shall be acquired by the Contractor.

00 0002 SURVEY FEES  
Survey shall be furnished by the designer. Layout Staking shall be coordinated with the Surveyor per "Request For Quote", (RFQ).

01 0010 INSURANCE & BONDS  
Contractor is to furnish Insurance certificates for themselves and subcontractors. Contractor will provide any required Bonding. Contractor agrees to warranty the project for (1) one year after completion.

01 0400 SUPERVISION & COORDINATION  
Contractor shall provide supervision throughout the Project, coordinating the work of the Subcontractors, and delivery & installation of Owner-furnished items. Contractor's responsibilities include arranging & conducting of Underground Utilities Locates. Contractor shall comply with municipal, county, state and/or federal codes, including OSHA.

01 0600 TESTING  
Contractor is responsible for providing Agencies with sufficient notice to arrange for Test Samples (i.e.: Concrete Cylinders), and for Special Inspections.

01 2000 MEETINGS  
Contractor shall make themselves aware of, and attend, meetings with the Owner and/or designer. Contractor is to attend a Pre-Construction Meeting of all parties involved, prior to the start of construction.

01 5100 TEMPORARY UTILITIES  
Contractor shall maintain the job site in a clean and orderly fashion, providing temporary sanitary facilities, and waste disposal.

01 5300 EQUIPMENT RENTAL  
Contractor shall furnish equipment necessary to expedite work.

01 5900 FIELD OFFICES & SHEDS  
Contractor shall provide security (fence area or trailer module) for tools and materials that remain overnight on site.

01 7000 CLEAN UP & CLOSE OUT  
Contractor shall clean up the Site to the satisfaction of Owner. Contractor shall complete the items listed on the Owner's Punch List, and shall sign and return the List to the Owner. Contractor shall maintain a set of drawings during the job, on which changes shall be noted in red ink. A full set of redlined drawings (As-Builts) are to be given to the designer at Job completion and submit "construction work complete memo" to Construction Engineer.

01 8000 TRUCKS & MILEAGE  
Contractor shall provide transportation for their own personnel.

01 8300 TRAVEL TIME & PER DIEM  
Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site.

01 9200 TAXES  
Contractor shall pay sales and/or use tax on materials and taxable services.

01 10000 WATER & SERVICE SPECIFICATIONS  
Contractor to visually verify the actual depth of water mains and services prior to crossing via trenches construction methods.

**SITework**

02 5000 PAVING & SURFACING  
Existing bituminous and concrete surfaces damaged during the construction process must be returned to pre construction condition or better. Coordinate with owner and designer.

02 7800 POWER TO SITE  
Contractor shall coordinate the electrical service to the RRU's with the Utility Provider. Contractor to provide Roycap for VZW use.

02 7900 TELCO TO SITE  
Contractor shall provide 2" schedule 40 PVC conduit, (schedule 80 PVC under roads and drives) with 'large sweep' elbows & pull string for TELCO service as noted on plans. Cable to be fiber optic lines, source and provider T.B.D.

02 8500 IRRIGATION SYSTEMS  
Contractor shall add to/re-route existing irrigation system as necessary for new construction. Contractor shall provide temporary irrigation of new seed or sod, to be maintained so it survives 1 year after planting

02 9000 LANDSCAPING  
Contractor to restore turf areas damaged by construction to preconstruction condition or better.  
Contractor shall protect existing landscape elements that are not in the Scope of Work. Reasonable precautions shall be taken to assure the health of existing trees and shrubbery. If conflicts arise regarding the location of root systems, branch lines, etc., the designer must be contacted prior to performing Work that may cause damage. Damage resulting from disregard of this Article shall be compensated by the

Responsible Party and at a cost to be determined by the Property Owner, designer, and Owner. Contractor shall furnish and install new seed or sod.  
Watering shall be as described in 02 8500.

**CONCRETE**

03 1000 CONCRETE FORM WORK  
Concrete forms shall be dimension lumber, modular, or steel.

**METALS**

05 0000 METALS  
Contractor will furnish and install structural and fabricated steel items not specifically furnished by Owner, and install Owner-furnished items. Structural steel shall be fabricated and erected per AISC specifications. Welding shall conform to AWS standards. Field welding shall be as shown on Shop Drawings, performed by AWS Certified Welders, and inspected as prescribed by the Structural Engineer. Steel shall be ASTM A992 OR A36, and 3/4" field bolts shall be A325. Temporary erecting bolts, clip hangers, and bracing shall be furnished by Contractor. Fabrications shall be shop welded if possible, and galvanized before delivery to site. Structural steel, and miscellaneous iron and steel, shall be hot dipped galvanized per ASTM A123 thickness grade 55. Fabricated iron and steel hardware shall be hot dipped galvanized per ASTM A153. Repair of damaged or uncoated galvanized surfaces shall be per ASTM A780.

**FINISHES**

09 9000 PAINTING  
Contractor shall provide materials and labor for all painting indicated in the construction documents and shall touch-up construction related scrapes & scratches with appropriate paint.  
Contractor to obtain Lessor and designer approvals of all swatches prior to application of paint:  
\* Contractor to paint non 5G antennas, RRU's, and related equipment SW 6993" Black of Night". See SHEET 3 for 5G Wrap. (if applicable).

**SPECIAL CONSTRUCTION**

13 1400 ANTENNA INSTALL  
Contractor shall install Owner's antennas and feed lines during erecting. Contractor shall test and certify feed lines per current VZW standards.

13 3423 TRANSPORT AND SET ANTENNAS / EQUIPMENT  
Contractor shall provide crane(s) and/or truck for transporting, setting antennas and related equipment on light pole.

13 3613 ANTENNA MOUNTS  
Contractor to install antenna mounts per manufacturers specifications.

13 RF SIGNAGE  
Contractor to install at minimum 2 identical "RF WARNING" stickers at 7 foot above grade level, 180 degrees apart from each other.

13 5000 CONCEALMENT FILM  
Contractor to furnish the antennas and equipment with Concealment Film as indicated in the drawings. Concealment Film to be 3M "Envision Print Wrap Films 480mC". Concealment film to be mirror-like, solid-color or custom-pattern as indicated in the drawings. Printing to be performed by a 3M MCS Certified graphics manufacturer. Printed concealment film to be covered with 3M "Anti-Graffiti Wrap Matte Overlaminated 8590M". Concealment film to be installed on antennas and equipment to the extents indicated in the drawings and shall exclude heat-sink "fins", manufacturer's labels, ventilation holes and cable connections. Installation of the overlaminated, printed concealment film onto antennas and equipment to be by a trained 3M "Preferred", "Endorsed" or "Certified" installer or graphic installation company. For procuring the proper 3M concealment film with the desired color/pattern and to find local certified installers contact ConcealFab at (719) 599-3400 or sales@concealfab.com.

\*\* NOTE SOLID COLORS AS FOLLOWS IF USING SHERWIN WILLIAMS \*\*  
Solid color to be Sherwin Williams SW 6993" Black of Night", for color conversion to RGB and Hex Values see <https://www.sherwin-williams.com/home-builders/color/tools/downloadable-color-palettes>.

**ELECTRIC**

16 5000 LIGHTING AND ELECTRICAL  
See SHEET 5 & SHEET 6 for details.

16 6000 GROUNDING  
Contractor shall make themselves familiar with and follow the current GROUNDING STANDARDS of VERIZON WIRELESS. Contractor shall perform work as shown on Grounding Plans. Any site-specific grounding issues not covered by the GROUNDING STANDARD are to be addressed by the Contractor to the Owner.

**SCOPE OF WORK:**

CONTRACTOR SHALL PROVIDE MATERIALS, LABOR, TOOLS, TRANSPORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

SITE PREPARATION  
INSTALL ANTENNAS/RRU's  
POWER/FIBER TO RRU's  
SITE GROUNDING

**EQUIPMENT**

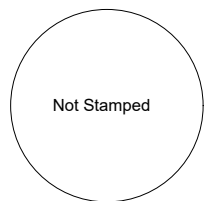
The Designer/EOR makes no warranty, expressed or implied, on the structural adequacy for proprietary brackets, clips, parts from a manufacture.



10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice



9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM



NOT FOR CONSTRUCTION

PROJECT NO:	20181833009
LOCATION CODE:	500526
CHECKED BY:	TAB

**SD01 DAYS OF 76 SC1**  
  
40 CRESCENT DR  
DEADWOOD, SD 57732

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
ET	06-10-19	REV. A
RB	07-22-19	REV. B
NPR	08-26-19	REV. C
ATJ	10-16-19	REV. D
SWS	02-13-20	REV. E
ATJ	10-23-23	REV. F
ATJ	12-06-23	REV. G

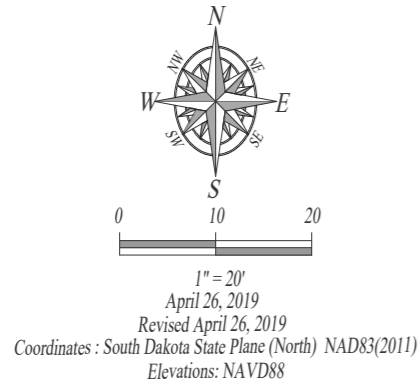
STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	
	08-10-23

PLOT DATE	12-06-23
SET TYPE	LESSOR SIGNOFF
SHEET TITLE	GENERAL NOTES
SHEET NUMBER	<b>SHEET 8</b>

**SURVEYOR'S NOTES**

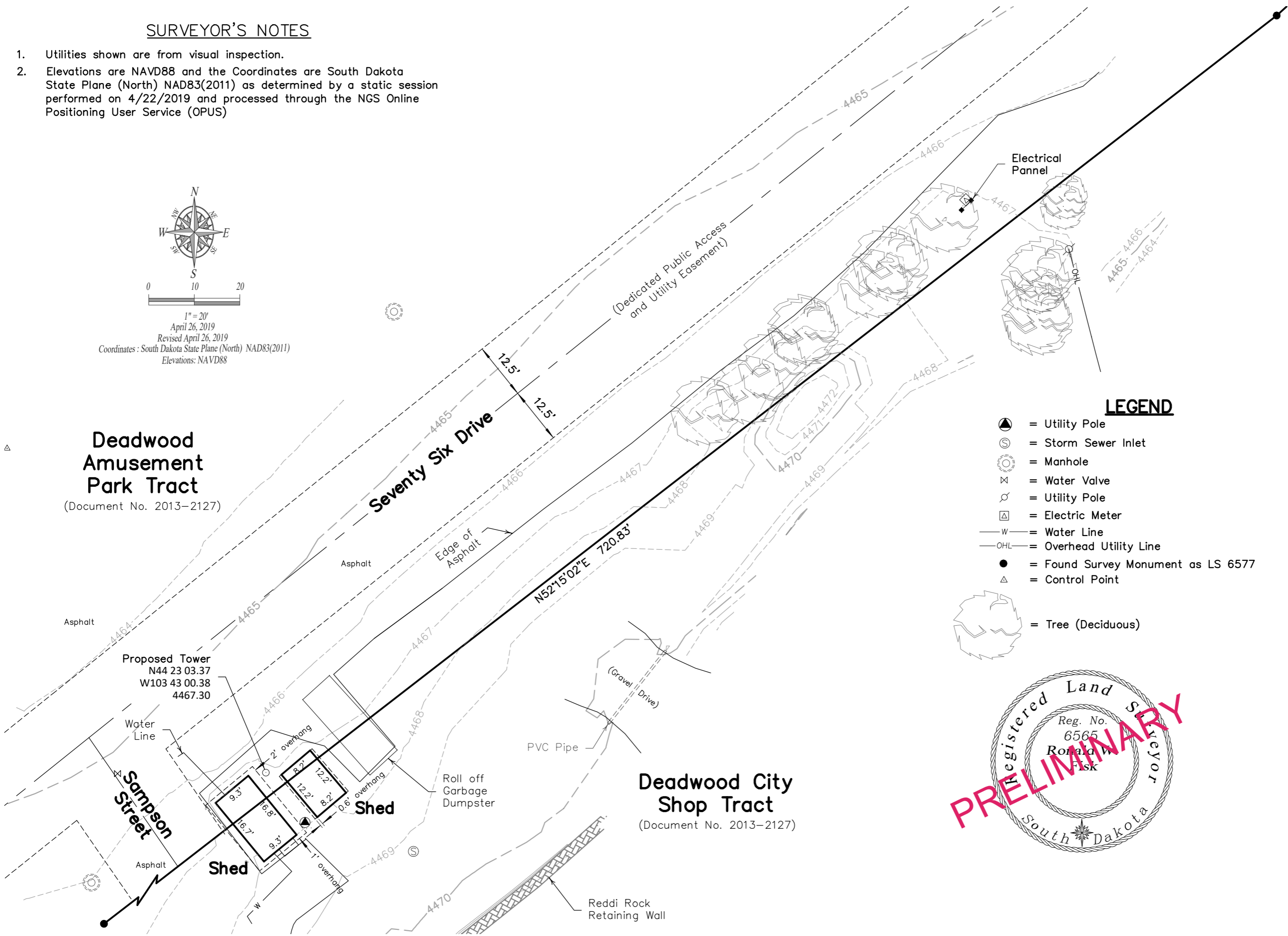
1. Utilities shown are from visual inspection.
2. Elevations are NAVD88 and the Coordinates are South Dakota State Plane (North) NAD83(2011) as determined by a static session performed on 4/22/2019 and processed through the NGS Online Positioning User Service (OPUS)



**Deadwood Amusement Park Tract**  
 (Document No. 2013-2127)

**Seventy Six Drive**

**Deadwood City Shop Tract**  
 (Document No. 2013-2127)



Electrical Panel

**LEGEND**

- = Utility Pole
- = Storm Sewer Inlet
- = Manhole
- = Water Valve
- = Utility Pole
- = Electric Meter
- = Water Line
- = Overhead Utility Line
- = Found Survey Monument as LS 6577
- = Control Point

= Tree (Deciduous)



**Fisk Land Surveying & Consulting Engineers, Inc.**  
 1022 Main Street (P.O. Box 8154)  
 Rapid City, South Dakota 57709  
 (605) 348-1538

**Days of 76 SD01 Proposed Utility Easement**  
 Section 23, T5N, R3E, BHM, Deadwood, Lawrence County, South Dakota

Surveyed by:  
 CD/JH

Date  
 8/16/2019

Drawn by:  
 CDD

Checked by:  
 RF

Revisions

Topographic Survey

1 of 1

Project No.  
 19-01-08

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND**  
**OAK MOUNTAIN COUNTRY ESTATES OWNERS ASSOCIATION**

This Agreement dated this 5<sup>th</sup> day of February 2024 between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and OAK MOUNTAIN COUNTRY ESTATES OWNERS ASSOCIATION, a South Dakota nonprofit organization, of P.O. Box 63, Deadwood, SD 57732, hereinafter referred to as "OAK MOUNTAIN."

**WHEREAS**, CITY and OAK MOUNTAIN entered into a previous agreement whereby City would provide water to OAK MOUNTAIN on September 22, 2006; and

**WHEREAS**, City wishes to change the rate structure established by such previous agreement and to nullify the rate structure agreement dated November 15, 2010.

Based on the representations and understandings above the parties agree to amend the September 22, 2006, as follows:

1. The basic household rate will set to be the same as the City of Deadwood residential water fee schedule rates. That rate is currently set at \$28.40 per month per household. Water usage rates will be set at the lowest cost per 1000 gallons on the City of Deadwood residential water fee rate schedule. The 2024 rate is set at \$2.10 per 1000 gallons. In addition, a \$4.00 utility fee per month per household will be charged to pay for the utilities at the well house. Any future increases in the City of Deadwood residential basic household or water usage rates will be passed on accordingly to OAK MOUNTAIN.
2. The CITY is no longer responsible for any EPA or DANR testing, OAK MOUNTAIN is responsible for all such testing and the CITY shall not be required to work outside city limits or assume extra responsibilities.
3. In all other aspects not herein changed, the September 22, 2006, agreement shall remain in full force and effect.

CITY OF DEADWOOD

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

ATTEST:

By \_\_\_\_\_  
Jessica McKeown  
City of Deadwood Finance Officer

OAK MOUNTAIN COUNTRY ESTATES OWNERS ASSOCIATION

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



NO: PURCHASE ORDER FOR A MOTOR VEHICLE 1/22/2024  
DATE

Signature Auto Sales CITY OF DEADWOOD  
 2738 1st Ave DEALER PURCHASER'S NAME  
 Spearfish SD 57783 STREET ADDRESS 102 SHERMAN  
 CITY STATE ZIP CODE STREET ADDRESS DEADWOOD, SD 57732  
 House House SALESMAN RESIDENCE PHONE BUSINESS PHONE

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on **BOTH THE FACE AND REVERSE SIDE**, supersedes any prior agreement including oral agreements, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R. 455, the following applies:  
**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

ENTER MY ORDER FOR THE FOLLOWING:  NEW  USED  DEMONSTRATOR  CAR  TRUCK  MOTORCYCLE

YEAR	MAKE	MODEL OR SERIES	BODY TYPE	COLOR	TRIM	MILEAGE			
	SNOWFLAKE	BACK DRAG	TAXES	BLACK		0			
VIN OR SERIAL NO.	STOCK NO.	LAST PLATE NO. - STATE - YEAR		DELIVERED ON OR ABOUT					
	S9409			1/22/2024					
PRICE OF VEHICLE			\$ 3,200.00						
VEHICLE PROTECTION PKG. Options			\$ 0.00						
OTHER CHARGES Title/License			\$ 0.00						
Doc/Other Fees			\$ 0.00		NO DOCUMENTATION FEES!!! THANK-YOU FOR YOUR BUSINESS! LAWRENCE <i>Tax exempt</i>				
<b>(1) TOTAL CASH DELIVERED PRICE</b>			\$ 3,200.00						
TRADE IN ALLOWANCE		\$ N/A	3,200.00						
LESS: BALANCE DUE ON TRADE IN		\$ ( N/A )	TRADE DIFFERENCE						
NET ALLOWANCE ON TRADE IN		\$ 0.00							
CASH DOWNPAYMENT / DEPOSIT		\$ N/A							
		\$ N/A							
<b>(2) TOTAL DOWNPAYMENT</b>			\$ 0.00		MODIFICATION LANGUAGE: HOW THIS CONTRACT CAN BE CHANGED. This Order contains the entire agreement between you and us relating to this Order. Any change to the Order must be in writing and both you and we must sign it. No oral changes are binding.				
UNPAID CASH BALANCE (1) MINUS (2)			\$ 3,200.00						
EXTENDED SERVICE AGREEMENT <input type="checkbox"/> YES <input type="checkbox"/> NO			\$ N/A						
<b>TOTAL BALANCE DUE ON DELIVERY</b>			\$ 3,200.00		BUYER SIGNS <input checked="" type="checkbox"/> CO-BUYER SIGNS <input checked="" type="checkbox"/> You agree to allow representing dealerships and any of their agents to disclose your name and phone number to customers interested in purchasing your trade(s). <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> X Does the title(s) to your trade in vehicle(s) indicate any prior damage? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> X				
LIEN PAYOFF TO: N/A									
DESCRIPTION OF TRADE IN #1					DESCRIPTION OF TRADE IN #2				
YEAR	MAKE	MODEL	TYPE	COLOR	YEAR	MAKE	MODEL	TYPE	COLOR
VIN OR SERIAL NO.					VIN OR SERIAL NO.				
STOCK NO.					STOCK NO.				
TITLE NO.	REBUILT <input type="checkbox"/> YES <input type="checkbox"/> NO	LAST PLATE NO. STATE		YEAR	TITLE NO.	REBUILT <input type="checkbox"/> YES <input type="checkbox"/> NO	LAST PLATE NO. STATE		YEAR
MILEAGE					MILEAGE				
DAMAGE DISCLOSURE <input type="checkbox"/> YES <input type="checkbox"/> NO					DAMAGE DISCLOSURE <input type="checkbox"/> YES <input type="checkbox"/> NO				

**NOTICE TO THE PURCHASER:** Do not sign this order before you have read all of the terms and conditions on **BOTH THE FACE AND REVERSE SIDE**. You are entitled to an exact copy of the order you sign. **PURCHASER ACKNOWLEDGES** he has read and received a completed copy of this order and, if applicable, the window form. **PURCHASER CERTIFIES** he is of majority age and no credit has been extended.

**THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.**

SALESMAN House House PURCHASER'S SIGNATURE  CO-PURCHASER'S ADDRESS \_\_\_\_\_  
 ACCEPTED BY \_\_\_\_\_ CO-PURCHASER'S SIGNATURE  CITY, STATE, ZIP \_\_\_\_\_

**DISCLAIMER OF WARRANTY:** The dealer expressly disclaims all warranties, either express or implied, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer may provide the purchaser with a separate writing in which the dealer expressly agrees to assume certain obligations which obligations shall not be expanded beyond the terms of such separate writing. The dealer is not a party to any manufacturers' warranty and neither assumes nor authorizes any other person to assume for the dealer any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages. Purchaser acknowledges being so informed in writing prior to sale.

Purchaser's Signature  \_\_\_\_\_ Co-Purchaser's Signature  \_\_\_\_\_



TALLGRASS LANDSCAPE ARCHITECTURE, LLC

# Letter of Transmittal

25138 Little Italy Road  
Custer, SD 57730  
605.517.1899  
605.440.2254

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

To: Complete Concrete, Inc.  
7201 S. Hwy. 16, Suite 100  
Rapid City, SD 57702  
Attn: Rob Danielson  
Phone: 605.388.0111  
Fax:

Delivery: Paper  
Project #: 2022-031  
Date: January 24, 2024  
From: Mike Bender, PLA

RE: 2024 Preservation  
Improvements to Mount Moriah  
Cemetery

Pages Included:

- Includes:
- |   |   |                                       |  |
|---|---|---------------------------------------|--|
| <input checked="" type="checkbox"/> Attached  | <input type="checkbox"/> Copy of Letter   | <input type="checkbox"/> Change Order | <input type="checkbox"/> Shop Drawing/ Submittal   |
| <input type="checkbox"/> Prints               | <input checked="" type="checkbox"/> Plans | <input type="checkbox"/> Samples      | <input checked="" type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Contracts | <input type="checkbox"/>                  | <input type="checkbox"/>              | <input type="checkbox"/>                           |

Copies	Date	No.	Description
1	1/24/2024		Notice of Award
3	1/24/2024		AIA A101-2017 Contract between Owner and Contractor
2	12/06/2023		2024 Preservation Improvements to Mt. Moriah Cem - Plans/Specs
2	1/04/2024		Addendum No. 1

These are transmitted:

For Signature

As requested

For your use

Remarks:

Please sign all three (3) Contracts and call me at 605.484.4932 when complete. I will pick up and deliver to City of Deadwood.

Thanks,  
Mike Bender

Copy to: Kevin Kuckenbecker, City of Deadwood Signed: Mike Bender, PLA



# Notice of Award

Dated January 24, 2024

Project: <b>2024 Preservation Improvements to Mount Moriah Cemetery</b>	Owner: <b>City of Deadwood, South Dakota</b>	Owner's Contract No.: <b>N/A</b>
Contract: <b>General Construction</b>		Landscape Architect's Project No.: <b>2022-031</b>
Bidder: <b>Complete Concrete, Inc.</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
<b>7201 S. Hwy. 16, Suite 100</b>		
<b>Rapid City, SD 57702</b>		

You are notified that your Bid dated January 11, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **2024 Preservation Improvements to Mount Moriah Cemetery** in the amount of **Two Hundred Eleven Thousand Two Hundred Eighty-Five Dollars (\$211,285.00)**  
Base Bid: \$155,109.00 with selected Alternates No. 1,2,3,4,5, & 6 in the amount of \$56,176.00.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is Two Hundred Eleven Thousand Two Hundred Eighty-Five Dollars (\$ 211,285.00).

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) sets of the Drawings and Project Manuals accompany this Notice of Award. An electronic copy of the Drawings and Project Manual can be made available to you at your request.

Two (2) Copies of Addendum No. 1 accompany this Notice of Award.


You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Landscape Architect three (3) signed counterparts of the Contract Documents. Landscape Architect will deliver to Owner for their signature.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders, and General Conditions and Supplementary Conditions.
3. Other conditions precedent:

\_\_\_\_\_  
\_\_\_\_\_

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Tallgrass Landscape Architecture, LLC  
Landscape Architect  
By:   
Authorized Signature  
\_\_\_\_\_  
Senior Landscape Architect  
Title

Copy to Kevin Kuchenbecker, City of Deadwood



# BEST TOOL FOR THE JOB.

Purpose-built software for checklists and inventory management.

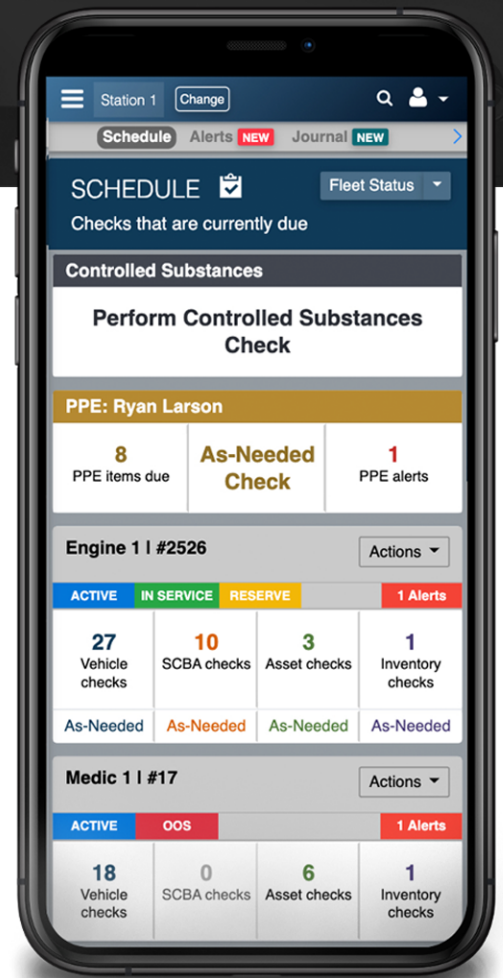
## PSTRAX PROPOSAL FOR

### Deadwood Fire Department

Alex Hamann, Fire Chief

737 Main Street

Deadwood, SD 57732



Prepared By:

John Funk

Station Automation, Inc. (DBA PSTrax)

08 / 02 / 2023



**YOUR CHECKS.  
OUR PRIORITY.**

# MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The [Supplies Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.



# EXHIBIT A: PRICING & MODULES

The PSTRax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

Pricing is valid for 90 days. Please contact your PSTRax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
<b>Annual Software License Fees</b> (includes software, hosting, support, training, ongoing changes)				
Vehicle Includes: Brush 6, Brush 7, Engine 1, Engine 2, Ladder 5, Rescue 3, The Hawk // CAFS 8, Tender 9, Truck 4  2 N/C vehicles include : Cascade Trailer, Light Plant	10	Vehicles	\$225	\$2,250
Station Includes:	1	Stations / Buildings	\$250	\$250
SCBA Includes:	1	Stations / Buildings	\$350	\$350
PPE Includes:	0	Stations / Buildings	\$350	\$0
Critical Asset Includes:	0	Stations / Buildings	\$350	\$0
Supplies Includes:	0	Stations / Buildings	\$450	\$0
Controlled Substance Includes:	0	Managed Containers	\$250	\$0
Single Sign On Connect PSTRax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	\$10	\$0
First Arriving Integration Includes:	0	Stations / Buildings	\$50	\$0

Renewal Discount	1		-\$1,000	-\$1,000
Year 1: Renewal Discount = \$1,000				
Year 2: Renewal Discount = \$500				
Year 3: Renewal Discount = \$250				
Total Year Discount = \$1,750				
				<b>\$1,850</b>
<b>One-Time Implementation Fees</b> (includes project management, data import, configuration, training, rollout)				
Vehicle	0	Vehicles	\$70	\$0
Station	0	Stations / Buildings	\$75	\$0
SCBA	0	Stations / Buildings	\$70	\$0
PPE	0	Stations / Buildings	\$70	\$0
Critical Asset	0	Stations / Buildings	\$70	\$0
Supplies	0	Stations / Buildings	\$90	\$0
Controlled Substance	0	Managed Containers	\$50	\$0
				<b>\$0</b>

**Year 1 Total (USD): \$1,850**

**Estimated Annual Renewal License Fee (USD)\* : \$2,850**

*\* Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual CPI adjustments or scope of work increases.*

*\*\* Stations/Buildings is the pricing metric to determine agency size.*

**Other Special Instructions:**

Year 1: Renewal Discount = \$1,000

Year 2: Renewal Discount = \$500

Year 3: Renewal Discount = \$250

Total Year Discount = \$1,750

# EXHIBIT B: FINANCING TERMS

## Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 8 - Scope of Work Increases & Annual Audit and Section 9 - Annual Increase in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: 3 years

## Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- Pay the entire Annual Software License Fees now.
- Prorate the Annual Software License Fees to sync up with this date: \_\_\_\_\_
- Other instructions (optional):

This is for your October renewal, which PStrax will invoice September 5, 2023 for \$1,850

## One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:



- Pay the entire one-time implementation fees now.
- Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).

Other instructions (optional):

N/A for renewal

# MASTER AGREEMENT (RENEWAL)

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PSTRax, a Delaware corporation ("PSTRax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Deadwood Fire Department ("CLIENT"). PSTRax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

**WHEREAS**, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PSTRax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties. PSTRax shall provide the renewal terms to Client 90 days prior to expiration of the initial term.

**NOW, THEREFORE**, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
2. **TERMINATION NOTICE.** CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing.
3. **AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for one (1) year Renewal Term at the current per-unit pricing plus any applicable annual price increases (see Section 9 – Annual Increase). This will allow CLIENT to continue using its license(s) without any service interruption. The terms, conditions, and provisions set forth in this Agreement shall remain in effect for the Renewal Term(s).

- 4. LICENSED MODULES.** PSTRax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.
- 5. ADDITIONAL MODULES.** CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTRax will honor any previous pricing that was provided.
- 6. USER LICENSES.** PSTRax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTRax system will have a unique login and password and role-based security access for each module.
- 7. SCOPE OF WORK.** Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.
- 8. SCOPE OF WORK INCREASES & ANNUAL AUDIT.** CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTRax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTRax shall notify CLIENT about any additional charges due to scope of work increases.
- 9. ANNUAL INCREASE.** Software license fees may be subject to an annual price increase to account for additional system functionality, cost of business, and inflation. Except for Section 3 – Auto Renewal and Section 8 - Scope of Work Increases, the annual increase to the per-unit pricing will not exceed nine (9) percent compared to the previous year's per-unit pricing unless otherwise specified in this Agreement. CLIENT shall receive written notice of any price increase at least 45 days prior to its renewal date.
- 10. PAYMENT.** PSTRax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any



amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

**11. IMPLEMENTATION.** PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

**12. ONGOING CHANGES & SUPPORT.** As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

**13. TRAVEL.** PSTrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.

**14. CHANGES TO PLATFORM.** PSTrax is a multi-tenant platform. PSTrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTrax's products or services to its customers, the competitive strength of, or market for, PSTrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

**15. DATA OWNERSHIP & RETENTION.** CLIENT owns its data stored in PSTrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

**16. HOSTING SERVICES.** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not

be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**17. FORCE MAJEURE.** PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**18. COMPLIANCE.** CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

**19. INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

**20. CONFIDENTIAL INFORMATION.** The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

**21. USE OF NAME.** CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to [marketing@pstrax.com](mailto:marketing@pstrax.com) at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

**22. DISPUTE RESOLUTION.** The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

**23. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws in Lawrence County, South Dakota.

**24. LIMITATION OF LIABILITY.** In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

**25. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**26. ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

**27. ELECTRONIC SIGNATURES.** The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

## INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

**Name:** \_\_\_\_\_

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



Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

# ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

**Deadwood Fire Department**

**Station Automation, Inc. (dba PStrax)**

**Signature:**

**Signature:**



**Name:** \_\_\_\_\_

**Name:** Scott Bergeron

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

**Title:** President

**Email:** \_\_\_\_\_

**Email:** scott@pstrax.com

**Phone:** \_\_\_\_\_

**Phone:** 888-330-6006

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

**Date:** 08 / 02 / 2023

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to

sales@pstrax.com.

## MARKETING AND PROMOTION AGREEMENT

This Marketing and Promotion Agreement between the City of Deadwood (hereinafter “City”), its Business Improvement District No. 7, (hereinafter “Bid #7”), and ZCN, LLC, (hereinafter “ZCN”), effective as of the date of the last signature on the signature page, sets forth the terms for which ZCN will provide marketing and promotion for special events, meetings, and conventions to be held in Deadwood, South Dakota, at the Deadwood Mountain Grand Resort and Casino.

1. **Term.** The term of this Agreement shall be ten (10) years, ending on December 31, 2034, unless canceled as described in the sections below.
2. **Purpose.** BID #7 was created for the purpose of funding authorized uses intended to improve the City’s ability to attract visitors who will patronize the local lodging industry.
3. **Scope of Services.** ZCN will provide convention, meeting, and event center sales and marketing services in connection with usage by BID #7 at the Deadwood Mountain Grand Event Center. ZCN will provide a minimum of seventy-five (75) event days each year.
4. **Payment.** Each year in June, BID #7 will set aside for payment to ZCN ninety-five percent (95%) of the collected BID #7 Occupancy Taxes, up to a maximum of three hundred thousand (\$300,000) dollars for operations and up to two hundred thousand (\$250,000) dollars for marketing and promotions of the Deadwood Mountain Grand Event Center. This amount will be calculated from the previous year’s BID #7 Occupancy Taxes and shall be subject to the seventy-five percent (95%) limitation as set forth herein.
5. **Annual Review.** The Parties agree that an Advisory Board consisting of representatives of BID #7, the City, the Deadwood Chamber of Commerce, and ZCN will meet annually to review promotion activities.
6. **Occupancy Tax.** BID #7 agrees to keep the two (\$2.00) dollar per night occupancy tax in effect during the ten (10) year term of this Agreement.
7. **Default by ZCN.** If ZCN fails to provide a minimum of seventy-five (75) event days each year, this Agreement may be cancelled on the next anniversary date, provided that the City and BID #7 give at least six (6) months written notice to ZCN prior to the anniversary date. If ZCN fails to perform or complete any of the covenants, terms, conditions, obligations, or responsibilities contemplated under this Agreement, the City shall no longer be obligated or required to allocate, hypothecate, pledge, or dedicate



future BID #7 funds to the marketing and promotion as contemplated in this Agreement.

8. **Termination of Agreement.** This Agreement provides that the City and BID #7's obligation to make the agreed upon payments is subject to and dependent upon yearly appropriations being made by the City and BID #7 for such purpose. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from City and BID #7 for this purpose. If for any reason the City or BID #7 fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation or law of municipal fund reductions, the City or Bid #7 may terminate this Agreement.

If any laws or ordinances authorizing BID #7 to exist and operate are changed or repealed, or if Business Improvement Districts are not allowed to legally charge an occupancy tax, the City shall have no monetary obligations under this Agreement and this Agreement will automatically terminate. Termination of this agreement for any reason listed herein is not a default by the City or Bid #7 and shall not give rise to a claim against the City or Bid #7.

9. **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of South Dakota.
10. **Representation and Warranties.** The Parties represent and warranty that they have the express and implied authority to enter into this Agreement and that each shall be fully bound to the covenants, terms, conditions, obligations, and responsibilities contemplated herein to the extent allowed under South Dakota law.
11. **Amendments.** The Parties agree that this Agreement contains the entire agreement of the parties and that no other agreements whether oral or in writing exist. The terms of this Agreement shall only be made in writing and will be effective upon the signature of all Parties.
12. **Severability.** If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Amber Diers, President  
Deadwood BID #7

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
David R. Ruth, Jr., Mayor  
City of Deadwood

Attest:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jessica McKeown, Finance Officer  
City of Deadwood

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Dale Morris, Member  
ZCN, LLC



Dear \_\_\_\_\_,

Thank you for selecting Fitter and Faster Swim Tour, LLC ("FFT") to produce swim camps for you. This agreement ("Agreement") is by and between City of Deadwood ("Host") and FFT.

- A. **Term:** The Term of this Agreement shall commence upon signing ("Effective Date"), and shall continue through April 13 and 14, 2024 (the Term").
- B. **FFT Swim Camp** – FFT shall produce a minimum of 1 Set(s) of Swim Camps ("Swim Camps") approximately every 0 months during the Term of the Agreement.
1. Fee: "Host" shall pay to FFT a fee of \$ 0 (waived) to secure each FFT Swim Camp.
  2. Dates and Locations: Swim Camps shall take place at a location mutually agreed upon by both parties at least 90 days before they are to occur. *Currently agreed upon dates and locations are listed in the "Addendum" to this agreement.*
  3. Sessions: Each Swim Camp will have a minimum of 4 sessions. If it is discovered that it makes sense to either add an additional Session or to combine the Sessions, FFT will discuss this option with the Host and come to a mutually beneficial solution to be outlined via email. Details including the number of Sessions and curriculum for each will be mutually agreed upon by the parties via email during the planning stages for each Swim Camp.
  4. Regional Business Manager: FFT shall provide the Host with an "elite" level Clinician(s) and/or Coach(es) ("Clinician") who will lead each Swim Camp. Clinician(s) shall bring their Olympic or other Elite Competition level medals or awards. **All expenses associated with the Clinician shall be the sole and exclusive responsibility of FFT and shall include travel to and from the Camp, hotel, ground transportation and any appearance fees.**
    - a) Clinician(s) will be available for photographs and autographs with Camp Participants. In addition, Participants and parents may take their own photographs.
    - b) Clinician(s) will engage Participants in activities relevant to the curriculum of the particular Swim Camp.
  5. **Coaches Program** - The FFT Coaches Program is highly regarded in elite swimming circles. American Swimming Coaches Association members (ASCA) who are doing their "certification update" or a "certification upgrade" need to "list ALL camps and clinics attended" since their last certification. Coaches who list the FFT camps that they attended get "**lifetime education units**". FFT encourages all coaches on the Host team to arrive 30 minutes before "sign-in" of any session to get to know the Clinician better and to play an active role in the camp. This is a great opportunity to learn, share information and build relationships.
  6. Promotion and Registration – FFT shall assist the Host with the promotion of the Swim Camp. FFT will provide for the following services:
    - a) A dedicated web page within fitterandfaster.com containing information regarding the Swim Camp and allowing for online registration by Participants.
    - b) Emails to encourage registration and participation in the Swim Camp.
    - c) When appropriate and at the discretion of FFT, FFT shall use commercially reasonable efforts to promote the Swim Camp through additional and alternative means including in partnership with FFT sponsors, Facebook and other social media.
    - d) Upon request of the Host, FFT shall prepare customized flyers for distribution to teams and coaches in their area. Host shall be responsible for the reproduction and distribution of Camp Flyers including all expenses.
  7. **Participant Gifts** – Each Camp Participant shall receive a gift from FFT or one of its sponsors.
  8. All signage, merchandise and promotional items will be brought by the Clinician(s) or sent to the Camp in advance at FFT's expense.





- 9. Insurance - If required, certificates of Insurance for the Camp will be provided by and at the expense of FFT.
- 10. Fees & Bonuses - FFT will pay the following fees and/or bonuses to the Host and/or the Facility in which any is produced.
  - a) Facility & Lifeguard Fees:
    - i. FFT agrees to pay \$ 16.00 per hour for pool rental, lifeguard staffing and other services to the Facility in which the Camps will take place.
    - ii. Payments shall be made out to City Of Deadwood
    - iii. Payments shall be sent to the following address 102 Sherman St. Deadwood, SD 57732
    - iv. Following the completion of each camp, the payment shall be sent to the attention of \_\_\_\_\_
    - v. Please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.
  - b) Host Bonuses: \$5 per registration up to 72 plus \$10 per
    - i. FFT agrees to pay Host registration
    - ii. Payments shall be made out to City of Deadwood
    - iii. Payments shall be sent to the following address 102 Sherman Street Deadwood, SD. 57732 following completion of each camp
    - iv. Payments shall be sent to the attention of Jessicca Mckeown
    - v. If the payment to the Host is **different** than for the facility, please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.

C. Rights and Responsibilities of Host

- 1. Volunteer Assistance - Host will secure a minimum of one volunteer to greet and check in participants for each session of the camp. The Volunteers should arrive no later than 15 minutes before sign-in for the session in which she/he will be assisting.
- 2. Promotions: Host shall use the promotional materials provided by FFT listed in Section B6 of this Agreement to promote the Camp. Host shall utilize these materials in generating participation for the Camp with, (1) Host's team, (2) other local teams, (3) other places within Host's local community such as the media and local sports commission and (4) Host's Local Swim Committee (LSC)
- 3. Pool and Lifeguards - Host shall be responsible for reserving the pool, gymnasium, lifeguard(s) and any other necessity to ensure the Camp can be executed. Host shall further ensure that FFT, will have access to the facility at least one (1) hour prior to the sign-in of participants to set up for the clinic; perform the clinic; and have adequate time for clean-up.

D. Notices – All legal notices or communications required or necessary under this agreement shall be made in writing via email as follows:

**If to Client:**

Name:	<u>Jeremy Russell</u>
Address 1:	<u>102 Sherman Street</u>
Address 2:	<u>Deadwood, SD. 57732</u>
City, State, Zip	
Email:	<u>jeremy@cityofdeadwood.com</u>
Phone:	<u>605-578-3729</u>



**If to FFT:**

Fitter and Faster Tour, LLC  
 2275 Research Blvd. Suite 500  
 Rockville, MD 20850  
 patty@fitterandfaster.com  
 786-837-6880

**E. Additional Terms**

1. This Agreement represents and contains the entire Agreement and understanding amongst the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. Any amendments to this agreement shall be signed by the Parties hereto.
2. FFT's relationship with Host shall be that of an independent contractor, and nothing contained in the Agreement of the services to be performed or the rights granted hereunder shall be construed as establishing an employer/employee relationship, partnership, or joint venture between FFT and Host.
3. Any photographs or videos taken by or for FFT or Clinician at any Swim Camp or other FFT event shall be the property of FFT.
4. Should any non-material portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
5. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maryland, without regard to any choice of law provisions, rules, statutes or the like.
6. Host shall not under any circumstances solicit the personal services of any Clinician outside the scope of this Agreement.
7. This Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, no Party shall have any right to assign this Agreement without the prior written consent of all other Parties to this Agreement, such consent not to be unreasonably conditioned, withheld or delayed. However, in no event may the personal services required of Clinicians be assigned.

If you are in agreement with the terms and conditions detailed above, please provide your signature and date below.

Thank you for choosing the Fitter & Faster Swim Tour! We look forward to producing your Swim Camp(s).

**AGREED AND ACCEPTED:**

**Host:**

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

Jessica McKeown

Name: \_\_\_\_\_

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



Addendum

**Agreed upon dates and locations of upcoming Swim Camps:**

**Camp 1:**  
**Dates:** April 13-14, 2024 **Facility Name:** Deadwood Recreation & Aquatics Center **Facility Address:** 105 Sherman Street Deadwood, SD 57732

**Camp 2 (if known or applicable):**  
**Dates:** \_\_\_\_\_ **Facility Name:** \_\_\_\_\_ **Facility Address:** \_\_\_\_\_

**Camp 3 (if known or applicable):**  
**Dates:** \_\_\_\_\_ **Facility Name:** \_\_\_\_\_ **Facility Address:** \_\_\_\_\_

**Camp 4 (if known or applicable):**  
**Dates:** \_\_\_\_\_ **Facility Name:** \_\_\_\_\_ **Facility Address:** \_\_\_\_\_

**Camp 5 (if known or applicable):**  
**Dates:** \_\_\_\_\_ **Facility Name:** \_\_\_\_\_ **Facility Address:** \_\_\_\_\_

**If more than five dates please add additional info below if relevant:**

**Additional Terms:**

April 13 & 14, 2024  
Saturday:  
11 & under: Sign in 12:00pm, Camp: 12:15pm - 2:45pm  
12 & over: Sign in 3:30pm, Camp: 3:45pm - 6:15pm  
Sunday:  
11 & under: Sign in 9:00am, Camp: 9:15am - 11:45am  
12 & over: Sign in 12:30pm, Camp: 12:45pm - 3:15pm  
Curriculum:  
Day 1/Session 1: Underwaters  
Day 1/Session 2: Starts  
Day 2/Session 3: Turns  
Day 2/Session 4: Essentials of Sprinting





De-Icing Products, Fleet Dispatch, Logistics Management  
www.blackstrapinc.com

PO Box 258  
Neligh, Ne 68756  
Ordering: Accounting Dept  
402 887 5651 [accounting@blackstrapinc.com](mailto:accounting@blackstrapinc.com)  
Pricing and Contract Questions  
402 887 5652 [alex@blackstrapinc.com](mailto:alex@blackstrapinc.com)

**Bulk and Packaged De-Icing Product Supply**

2023-2024 BlackStrap, Inc Deicing Product Supply Pricing and Agreement Form. Salt Supplied is Standard ASTM 1 Grade 1 Rock Salt per the Mn, Ia, Ne, Sd, Wy, and Mt State Required Specifications. BlackMagic Treated Salt is a product working to -35F using a Clear Roads Approved Product.

Customer Information:

Billing:  
Lawrence County South Dakota  
Cities of Spearfish, Deadwood, Sturgis, Lead, or other  
Entity:  
Billing Address:  
Delivery Address:  
Contract Ph/Name:

**SD State Bid Price Match**

Fill All Storage possible Before Season Begins

**Order As Needed 4 Weeks Lead Time  
Throughout Season**

Terms: Net 30 Days or Applicable time.  
Credit Cards Will have an Additional 3.60%  
Charge.

Supplier Information:

**BlackStrap Inc**  
PO Box 258 or 760 E Hwy 275  
Neligh, Ne 68756  
Ordering: [accounting@blackstrapinc.com](mailto:accounting@blackstrapinc.com)  
Direct Phone: 402 887 5651 Fax: 402 887 5653

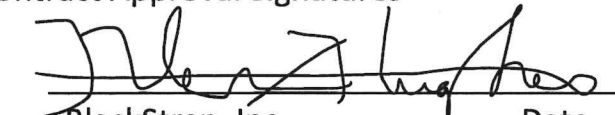
Prices are All In Delivered

Price Per TON of Bulk Road Salt – ASTM 1 Gr 1 By Hopper/Belly Dump \$92.13/ton  
Price Per TON of BlackMagic Treated Salt -35°F By Hopper/Belly Dump \$172/ton

**Contract Period 6-1-2023 to 6-1-2024 Renewal Available for 2024-2025**

As the customer, by signing below you are accepting the terms quoted as detailed above. If there are any questions or interest in other products such as Liquid Deicing, Sand/Gravel Mixes, BlackSlicer Sidewalk Salt (-22°F), please feel free to call 402-887-5652 or email [alex@blackstrapinc.com](mailto:alex@blackstrapinc.com) during normal business hours. Thank you for your consideration for the 2022-2023 Winter De-Icing Season.

Contract Approval Signatures

  
\_\_\_\_\_  
BlackStrap, Inc Date

\_\_\_\_\_  
Customer Signature Date

**Please return by Email to [accounting@blackstrapinc.com](mailto:accounting@blackstrapinc.com), Fax 402 887 5653, or Mail to Blackstrap, Inc, PO Box 258, Neligh, Ne 68756. Thank you for your Business.**

# DEADWOOD

## FIRE DEPARTMENT

737 Main Street  
Deadwood, SD 57732-1015  
Phone (605) 578-1212 • Fax (605) 578-1190  
Email: firedept@rushmore.com

Date: February 1, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Emergency pipeline response training

The Fire Department is requesting permission to send two firefighters, John Beck and Jeff Millard to Belle Fourche, SD, for an emergency pipeline response training on February 6, 2024, from 5:30pm to 8:30pm. The Fire Department is asking for permission to use a city vehicle for transportation on February 6, 2024. The training is at no cost to the Fire Department.

Thank you for your time and consideration.

Regards



Alex L. Hamann  
Deadwood Volunteer Fire Chief

# DEADWOOD

## FIRE DEPARTMENT

737 Main Street  
Deadwood, SD 57732-1015  
Phone (605) 578-1212 • Fax (605) 578-1190  
Email: firedept@rushmore.com

Date: February 1, 2024

To: Honorable Mayor and Commissioners

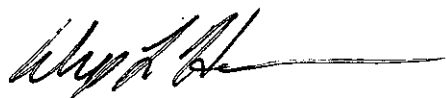
From: Deadwood Volunteer Fire Department

Reference: Rushmore Fire Conference

The Fire Department is requesting permission to send four firefighters, John Beck, Jeremy Van Tassel, Sarah Van Tassel, and Melanie Bonds to Box Elder, SD, for the Rushmore Fire Conference training on February 17, and February 18, 2024, from 8:00 am to 5:00pm. The Fire Department is asking for permission to use a city vehicle for transportation on February 17 and February 18, 2024. The cost for the training is \$75.00 dollars per person along with per diem for those two days.

Thank you for your time and consideration.

Regards



Alex L. Hamann  
Deadwood Volunteer Fire Chief

**DEADWOOD VOLUNTEER FIRE DEPARTMENT  
REQUEST FOR BIDS  
2003 or NEWER 95-100 foot PLATFORM OR AERIAL WITH  
PRATFORM LADDER TRUCK**

1. General

1.1 The City of Deadwood Volunteer Fire Department hereby requests bids for one (1) 95-100 foot 2003 or newer platform or aerial with platform ladder truck. The bid price must remain valid for a period of not less than 30 days following the bid opening date.

1-1.1 Sealed bids must be clearly marked "Ladder Truck" with Bidder's name and address on the cover. Bid will be received until 2:00 p.m. February 1, 2024 at the Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota, 57732. Bids will be publicly opened and read at 2:00 p.m. with results presented on February 5, 2024 at the Deadwood City Commission Meeting. **Bids must be in an envelope clearly marked "Ladder Truck"**. It is the bidder's responsibility to see that their bid is received on time. Late bids, facsimiles, telegrams, e-mails and telephone bids will not be accepted. NO EXCEPTIONS WILL BE GRANTED.

1-1.2 Two copies of all bid documents must be submitted for the purpose of facilitating the bid evaluation.

1-1.2.1 Potential winning bidder(s) will be subject to an on-site inspection and review before the bid is awarded. On site inspection travel cost shall be covered by City of Deadwood, and will take place as soon as scheduling can be done, not to exceed 30 days.

1-3 Each bid must be accompanied by a certified check or cashier's check for five percent (5%) of the amount of the bid, such check to be certified or issued by either a State or National Bank, and payable to the City of Deadwood, or a bid bond for ten percent (10%) of the amount of the bid, to be issued by a surety authorized to do business in this state and payable to the City of Deadwood. The City of Deadwood reserves the right to waive irregularities, reject any and all bids and accept the bid that is in the best interest of the City of Deadwood.

1-4 Each bidder shall clearly mark and explain any exception(s), by marking the bullet(s) with a checkmark. If any bullet is marked and not explained, it will be assumed that the bidder does not wish to conform to the purchaser's wishes.



## 2. APPARATUS SPECIFICATIONS

### 1. CHASSIS

- model 2002 or newer 95-100 foot Platform or Aerial with Platform Ladder Truck.
- (6) Man, Minimum 4-person cab
- (5) SCBA seats, Minimum 2 SCBA Seats
- Aluminum tilt cab with minimum 9" raised roof
- Less than 5000 total engine hours
- Less than 65,000 apparatus miles
- Aluminum apparatus body
- Roll up doors with adjustable shelving.
- Overall length does not exceed 48 feet.
- SCBA bottles storage in wheel wells
- Everything operational
- not to exceed 83500 GVW
- Height 12 Feet
- To meet NFPA 1901 at time of manufacture

### 2. Engine

- 500 H.P. or larger diesel

### 3. Transmission

- Allison 4000 series automatic or upgrade  
2-3.1 Retarder
- Electromagnetic driveline

### 4. Pump and Tank

- 1500 GPM Minimum
- 300- gallon poly tank Minimum
- Less than 1800 hours of operation
- pump to be tested and certified for the year 2023.

### 5. Platform

- Piped air to platform
- 1000 gpm nozzle with controls at the platform and operator deck
- 2.5" discharge and (1) 1.5" discharge at the platform
- intercom system at platform
- Aerial and ground ladders to be tested and certified for the year 2023.
- Less than 1500 hours of operation
- reconditioned with everything operational

### 6. Generator and lights

- Of a Minimum 6000 watt generator
- power rewind reel located on each side of the apparatus. (2) total
- (4) 500 watt fixed lights
- (2) 500 watt telescoping lights in the platform.

7. Light and Siren
  - Light and siren package to meet NFPA 1901 at the time chassis was manufactured.
8. Ground ladders
  - To meet NFPA 1901 current edition.
9. Warranty
  - Please specify terms of warranty
  - Equipment provided, if possible, on the truck

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publication Dates: January 18 and January 25, 2024

<b>BID TAB</b>			
<b>February 1, 2024 at 2:00 p.m.</b>			
<b>2002 or newer 95-100' Platform or Aerial Platform Ladder Truck</b>			
	<u><b>Bid Bond</b></u>	<u><b>Base Bid</b></u>	
Zimmerman Farm Services Inc.	X	\$ 230,000.00	
Orange County Emergency Services District 3		\$ 135,000.00	
Jessicca McKeown			
Charles Fetter			
Paul Robitaille			
Brandon Wallin			
Joel Ellis			
Don Gifford			
Alex Hamann			
Gary Todd			
Trent Mohr			
Jared Schippers			
Terri Brzeinski - Orange Coutny Emergency Services - Zoom			

## NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, February 29, 2024, to complete the “**Demolition and Reconstruction of the Retaining Wall at 10 Denver Street**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented March 4, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

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

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

Bids will be sealed and marked **Retaining Wall Project – 10 Denver Retaining Wall**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th day of February 2024.

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Jessicca McKeown  
City of Deadwood Finance Officer

Publish Black Hills Pioneer: February 8, 2024 and February 15, 2024

For any notice that is published twice:  
This notice is published twice at an approximate cost of \$\_\_\_\_\_.



## NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, February 29, 2024, to complete the “**Demolition and Reconstruction of the Retaining Wall at 74 Van Buren**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented March 4, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

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

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

Bids will be sealed and marked **Retaining Wall Project – 74 Van Buren Retaining Wall.** Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th day of February 2024.

---

Jessicca McKeown  
City of Deadwood Finance Officer

Publish Black Hills Pioneer: February 8, 2024 and February 15, 2024

For any notice that is published twice:  
This notice is published twice at an approximate cost of \$\_\_\_\_\_.

**NOTICE OF PUBLIC HEARING  
APPLICATION OF TRANSFERS FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND CONVENTION  
CENTER (ON-SALE) LIQUOR**

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 February 5, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Convention Center (on-sale) Liquor:**

Notice of transfer from Deadwood Gaming BHCI, LLC (CL-0501), Tract 1, being a portion of Deadwood Gulch Addition 2, Deadwood, Lawrence County SD to Deadwood Hospitality BHCI, LLC. dba Deadwood Comfort Inn at 225 Cliff Street.

**1 – Retail (on-off sale) Malt Beverage & SD Farm Wine:**

Notice of transfer from Deadwood Gaming LLC (RB-3536), Tract 1, being a portion of Deadwood Gulch Addition 2, Deadwood, Lawrence County SD to Deadwood Hospitality BHCI, LLC. dba Deadwood Comfort Inn at 225 Cliff Street.

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 16th day of January 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – January 18, 2024

For any public notice that is published one time:

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

**NOTICE OF PUBLIC HEARING  
APPLICATION OF RETAIL (ON-OFF SALE) MALT BEVERAGE  
FOR MAIN STREET ESPRESSO**

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 February 5, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License:**

Main Street Espresso, 652 Main Street, Lot 14, Block 19, City of Deadwood, Lawrence County, South Dakota.

Notice is further given that any person, persons, or their Attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of this application.

Dated this 16th day of January, 2024

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – January 18, 2024

For any public notice that is published one time:

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

**CITY OF DEADWOOD  
ORDINANCE 1393**

**WHEREAS,**

**NOW THEREFORE,** be it ordained by the City Commission of the City of Deadwood, in the State of South Dakota, as follows:

**SECTION 1:****AMENDMENT** “10.12.047 Parking Meter Rate” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

10.12.047 Parking Meter Rate

- A. All rates related to Chapter 10.12, Stopping, Standing, and Parking are listed in the city fee schedule, which is set and amended by resolution.
- 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 one hundred dollars (\$100.00) for~~ the immobilization fee as set by resolution of the City Commission. 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.
- D. A violation of this section shall be punishable by a fine in the maximum amount of five hundred dollars (\$500.00) in addition to any fees owed for parking violations as set forth in this section.



(Ord. 1233 (part), 2015; Ord. 1118, 2009; Ord. 1089 (part), 2007; Ord. 1027, 2004; Ord. 962, 2000)

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
David Ruth Jr., Mayor, City of  
Deadwood

\_\_\_\_\_  
Jessica McKeown, Finance Officer,  
City of Deadwood

**ORDINANCE NUMBER 1394  
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

**FUND 0607 HISTORIC CEMETARIES FUND**

Mt. Moriah - Professional Services \$ 160,000.00  
Source of Revenue: Cash Reserves

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

CITY OF DEADWOOD

\_\_\_\_\_  
David R. Ruth Jr. Mayor

\_\_\_\_\_  
ATTEST: Jessica McKeown, Finance Officer

First Reading:       February 5, 2024  
Second Reading:     February 20, 2024  
Published:           February 22, 2024  
Adopted:             February 22, 2024

RESOLUTION NO. 2024-05

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Deadwood has determined it is necessary to proceed with drinking water System improvements to include *Urgent Upgrade No. 2, New 12" Water Main from existing Main just north of Sherman / Pioneer intersection to the proposed pump station east of City Shop at Rodeo Grounds* as identified in the City of Deadwood—Drinking Water Facility Plan completed on September 18, 2023 by Towey Design Group ; and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$2,897,000 to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted this 5th day of February 2024.

APPROVED:

\_\_\_\_\_  
Dave Ruth Jr., Mayor

(Seal)  
Attest: \_\_\_\_\_  
Jessica McKeown, Finance Officer



Esri Inc  
380 New York Street  
Redlands CA 92373

## Subject: Renewal Quotation

**Date:** 01/06/2024  
**To:** Kevin Kuchenbecker  
**Organization:** City of Deadwood  
Planning & Preservation Office  
**Fax #:** 605-578-2084 **Phone #:** 605-578-2082

**From:** Alan Chrest  
**Fax #:** 909-307-3083 **Phone #:** + 19093692857 Ext. 2857  
**Email:** achrest@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #26189710  
Document Date: 01/06/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.





**esri**<sup>®</sup> 380 New York Street  
 Redlands, CA 92373  
 Phone: + 190936928572857  
 Fax #: 909-307-3083

# Quotation

**Date:** 01/06/2024

**Quotation Number:** 26189710

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Alan Chrest

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

City of Deadwood  
 Planning & Preservation Office  
 102 Sherman St  
 Deadwood SD 57732  
**Attn:** Kevin Kuchenbecker

**Customer Number:** 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796	3,475.00	3,475.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796	810.00	810.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796	580.00	1,740.00
3010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance	460.00	920.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936928572857  
Fax #: 909-307-3083

# Quotation

Page 2

Date: 01/06/2024

Quotation Number: 26189710

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796		
4010	1	153147 ArcGIS Online Viewer Annual Subscription Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796	110.00	110.00
5010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/05/2024 End Date: 04/04/2025	5,900.00	5,900.00
6010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 04/05/2024 End Date: 04/04/2025	5,725.00	5,725.00
7010	5	178625 ArcGIS Business Analyst Web App Standard Online Annual Subscription Start Date: 04/05/2024 End Date: 04/04/2025 Subscription ID: 1726450796	100.00	500.00
			<b>Item Subtotal</b>	19,180.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 19,180.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936928572857  
Fax #: 909-307-3083

# Quotation

Page 3

Date: 01/06/2024

Quotation Number: 26189710

Item	Qty	Material#	Unit Price	Extended Price
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### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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380 New York Street  
Redlands, CA 92373  
Phone: + 190936928572857  
Fax #: 909-307-3083

# Quotation

Page 4

**Date:** 01/06/2024    **Quotation No:** 26189710    **Customer No:** 272559

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



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



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

**MEMORANDUM**

**Date:** January 31, 2024  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2024 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2024 (attached). The maintenance agreement runs from April 5, 2024, through April 4, 2025. This is the annual fee and provides upgrades, maintenance, and technical support for the software. This office is working closely with Avid4 Engineering and ESRI to utilize current technology by converting our licenses to an on-line platform which will allow greater integration into other departments and additional users within those departments. The below breakdown represents the current configuration but may change slightly as this transformation to on-line usage develops. This represents the maximum price for this year’s annual maintenance agreement.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

<b>Historic Preservation</b>		
Server	ArcGIS for Desktop Advanced	\$3,475.00
Single	P, Z & HP Officer	\$460.00
Concurrent	Archivist	\$580.00
ArcGIS	Business Analyst	\$500.00
Server	ArcGIS Enterprise Server	<u>\$5,900.00</u>
<i>Subtotal</i>		\$10,915.00
<b>Public Works</b>		
Concurrent	Public Works Station	\$810.00
Single	Public Works Director	<u>\$460.00</u>
<i>Subtotal</i>		\$1,270.00
<b>Planning &amp; Zoning</b>		
Concurrent	Building Inspector	\$580.00
ArcGIS	Online Viewer	\$110.00
Concurrent	Administrative Assistant	<u>\$580.00</u>
<i>Subtotal</i>		\$1,270.00
<b>Parking &amp; Transportation</b>		
ArcGIS	GeoEvent Server (Trolley Tracker)	\$5,725.00

**GIS Maintenance Total \$19,180.00**

**Recommended Motion:** *Move to approve the various departments share of the GIS Maintenance package for 2024 at a total cost of \$19,180.00, as budgeted.*



YOUR SINGLE SOURCE SERVICE PROVIDER

COUNCIL BLUFFS/OMAHA - DENVER - GIBBON - LINCOLN - SIOUX CITY - STURGIS

City of Deadwood Preventative Maintenance Annual Pricing Schedule (2024-2025)

Table with 2 columns: Location, Total Price W/ Filters / YR. Lists various city facilities and their annual maintenance costs, totaling \$79,524.00.

Tax Excluded

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all HVAC equipment for the Deadwood City facilities listed. Each visit includes heating and/or cooling preventative maintenance as seasonal conditions require.

Printed Name

Signature

Date Accepted

Purchase Order # (if applicable)



# HURCO VALVE & VAC WARRANTY PERIODS

COMPONENT	WARRANTY	BRAND	MODEL
Valve Exerciser	12 month warranty. LIFETIME warranty on failure due to torque.	Hurco Technologies	SD400, SD800, ERB800
Trailer	12 month warranty on trailer frame and components not listed below.	Hurco Technologies	VAC250, SDT
Engine - Diesel	24 months or 2000 hours, whichever occurs first (with the first 12 months at unlimited hours). 12 month extended option available.	Caterpillar	C2.2 Industrial
Engine - Gasoline	36 months	Kohler	CH940
Hydraulic System	12 months	Salami	2PE11.3-R82S2-1
Vacuum Pump / Blower	24 months from shipment or 18 months from installation	Gardner Denver	SUT-4LVR-BHC / GACLDRA
Pressure Washer Pump	12 months	Giant	P319R
Tires	36 months	Hercules	Power STR 63964
Safety Tape	7 year	3M	Diamond Grade Conspicuity Reflective Tape PN67533

Extended warranty available. Contact Hurco for details.

Warranty claims must run through the stated brand in order to avoid possibly voiding any warranty. Should a warranty issue arise, we will gladly assist you with getting in contact with the correct people to ensure it is handled properly. Detailed warranty information is available at [www.hurcotech.com](http://www.hurcotech.com).

**Lewis Municipal Sales**

PO Box 167  
 Lebanon, IN 46052 US  
 317-606-0554  
 scott.lewis@lewissales.com  
 m  
 www.lewissales.com



QUOTE

**ADDRESS**

City of Deadwood  
 67 Dunlop Ave.  
 Deadwood SD 57732

**SHIP TO**

City of Deadwood  
 67 Dunlop Ave.  
 Deadwood SD 57732

**QUOTE #** LSQ010524-S2

**DATE** 01/05/2024

**EXPIRATION DATE** 01/31/2024

**SHIP VIA**

MTI

**SALES REP**

Scott

QTY	PRODUCT	PRICE EACH	AMOUNT
1	<b>Vac300G-FI -300 Gallon 37HP Kohler Gas EFI Vacuum. ER required for use with SD800 or SD400.</b> 300 Gallon 37HP Kohler Gas EFI Vacuum. ER required for use with SD800 or SD400.	40,340.00	40,340.00
1	<b>SD800</b> Spin Doctor SD800 Boom (Chrome Moly) with Standard 800 head. Include a complete 4 section valve wrench and head storage cover.	11,000.00	11,000.00
1	<b>VAC-ARPW</b> Pressure Washer Hose Reel - Auto Recoil (replaces standard Pressure Washer Reel)	505.00	505.00
1	<b>VAC-TB Tool Box</b> Tool Box	600.00	600.00
1	<b>Socket-Tite</b> Socket Tight 2" Gate key	2,100.00	2,100.00
1	<b>Freight</b> Freight Charge	1,500.00	1,500.00

Thank you for allowing us to quote these materials for you. Please do not hesitate to contact us whenever we may be of assistance to you.

<b>SUBTOTAL</b>	56,045.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$56,045.00</b>

Accepted By

Accepted Date





## Hurco Technologies, Inc.

409 Enterprise Street  
 Harrisburg, SD 57032  
 Phone: 605-743-2466  
 Fax: 605-743-2465

### Quotation

**Quote** City of Deadwood  
**To:** 67 Dunlop Ave.  
 Deadwood, SD 57732  
 United States

<b>Quote Number:</b> 5319	<b>Contact:</b> Lornie Stalder
<b>Quote Date:</b> 12/20/2023	<b>Expires:</b> 01/19/2024
<b>Customer:</b> CITY-DEADWOO	<b>Inquiry:</b>
<b>Salesman:</b> Hurco Technologies, Inc.	<b>Terms:</b> Credit Card
<b>Ship Via:</b> UPS GROUND	<b>Phone:</b> 1-605-578-3082
<b>FOB:</b> Harrisburg, SD	<b>FAX:</b>

Thank you for the opportunity to submit this quote.  
 Hurco is not authorized to collect tax outside of South Dakota.  
 Shipping rates not included unless noted - Shipping quote subject to change after 30 days - Products ship FOB 57032.  
 Lead times given are subject to change.

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	VAC300G-FI Hurco Valve & Vac 300 Gallon Trailer Mount with Kohler gas engine. Fuel Injected. (VAC300G + VAC-FI)		1	\$39,680.00 /EA
2	SD800 SD800 Boom w/ Standard Head and Valve Wrench W1-8 - Does Not include ER or Hydrant Wrench 800 ft lbs of Torque Valve Star Compatible Power Required Set Torque Feature Installed Vertical Boom Swing		1	\$10,500.00 /EA
3	VAC-ARPW Auto Reel - Pressure Washer - 30' of 3/8" hose		1	\$505.00 /EA
4	VAC-TB Tool Box for Vac Units		1	\$550.00 /EA
5	SOCKET TIGHT 2" Socket Tight gate key		1	\$2,050.00 /EA
			<b>Total:</b>	<b>\$53,285.00</b>

ALL PRICES USD  
 HURCO NOT RESPONSIBLE FOR TAXES OR DUTIES

By Samantha Starn  
 HurcoTechnologies, Inc.

OFFICE OF  
PLANNING, ZONING, PUBLIC  
BUILDINGS, PUBLIC WORKS, AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082



**Lornie Stalder**  
Public Works Director  
Telephone (605) 578-2082  
lornie@cityofdeadwood.com

## Memorandum

**Date:** January 31, 2024

**To:** City Commission

**From:** Lornie Stalder, Public Works Director

**Re:** Hurco Vac 300 valve exerciser

The Water Department Vactor truck is 20 years old and Hurco portable valve exerciser is 18 years old. In 2023 the Commission approved replacement of the Vactor truck pump motor at a cost of \$23,706.96.

In 2020 the Streets Department repaired the pump motor on the Hurco valve exerciser with City staff. During the repair it was noticed that the pump motor had severe pitting, rusting and wear caused by sodium chloride.

The Water Department exercises all the valves within the city infrastructure on an annual schedule. The portable unit can also be used as a vacuum for curb stops, curb boxes, storm drains, building maintenance and any excavation.

The Water Department is seeking permission to purchase a Hurco VAC300G-FI at a price not to exceed \$53,285.00. The Commission will find the two quotes received for the valve exerciser along with warranty information.

**Recommend Motion:** Move to recommend the City Commission purchase a Hurco VAC300-FI with the quoted options from Hurco Technologies Inc. for a cost of \$53285.00.



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



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

## MEMORANDUM

---

**Date:** December 6, 2023  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Cameras for Public Library - Technology Inc.

---

Several of the cameras at the library are antiquated and not working. The City of Deadwood has been upgrading cameras and camera systems to the new Verkada camera system which is easily scalable.

Verkada cameras store footage locally and sends to the cloud, streaming only when viewed with low bandwidth. This allows staff to search across our camera fleet and retrieve footage in seconds making it easier to manage and simplifies reporting.

Various departments have added these systems at the Event Center, City Hall as well as the Recreation and Aquatic Center. This system is easily accessible for the necessary staff to monitor and retrieve critical information when warranted for a variety of purposes.

Staff is seeking permission to purchase Verkada cameras for the Deadwood Public Library from Technology Inc for a cost of \$10,581.33 including installation and a 10-year warranty to be paid from HP Capital Assets.

**Recommend Motion:** *Move to recommend the City Commission purchase Verkada cameras for the Deadwood Public Library from Technology Inc for a cost of \$10,581.33 including installation and a 10-year warranty.*



**Technology Inc**

11069 Business HWY 212  
 Belle Fourche, SD 57717 US  
 (605)210-1123  
 support@bhtechinc.com  
 www.bhtechinc.com

**ADDRESS**

Lornie Stalder  
 City of Deadwood  
 108 Sherman St  
 Deadwood, SD 57732

**SHIP TO**

Lornie Stalder  
 City of Deadwood  
 108 Sherman St  
 Deadwood, SD 57732

**ESTIMATE # 1246**

**DATE 01/22/2024**

ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>Verkada CD32-256-HW</b> Indoor Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention		3	799.99	2,399.97T
<b>Parts</b> Mounting boxes for cameras, rj45 ends		1	94.00	94.00T
<b>Verkada CF81-30E-HW</b> CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max		2	1,999.99	3,999.98T
<b>Verkada ACC-MNT-7</b> Angle Mount for fisheye camera tilt		2	149.99	299.98T
<b>Verkada INJ-POE-PLUS</b> Verkada PoE Plus (802.3at) Injector, GigE		5	129.99	649.95T
<b>Verkada LIC-1Y</b> 1-Year Camera License		5	199.99	999.95T
<b>Cat 5e Cable</b> Camera power & networking wire		750	0.25	187.50T
<b>Labor</b> Install and run wire to 5 cameras, add cameras to city account, add new users, adjust all cameras		1	1,950.00	1,950.00T
- Verkada cameras come with 10 year manufacture warranty				0.00
- \$999.95 will be billed annually for camera licenses (price may change if Verkada increases pricing)				
** For library ***				0.00

Pro Series Wilson Cell Phone Boosters have a 90 day no  
 questions asked return policy. A 50% deposit is required upfront.

<b>SUBTOTAL</b>	<b>10,581.33</b>
<b>TAX</b>	<b>0.00</b>

The remaining balance is due when the work is completed.

TOTAL

**\$10,581.33**

Accepted By

Accepted Date

Your Single Source Service Provider



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

January 15, 2024

QUOTE NUMBER: Q2400260

**DEREK FARLEY**

Rasmussen Mechanical Services  
3590 Mayer Ave  
Sturgis, SD 57785

**LORNIE STALDER**

TROLLEY BARN  
67 Dunlap Ave.  
DEADWOOD, South Dakota  
57732

**Proposal**

**Subject: DEADWOOD TROLLEY BARN - NORTH BAY STAINLESS STEEL RADIANT HEATER**

**Lornie Stalder,**

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

**Inclusions:**

DEADWOOD TROLLEY BARN - NORTH BAY STAINLESS STEEL RADIANT HEATER

- Furnish and install a new 30' Stainless Steel Radiant Tube Heater in North Wash Bay at Trolley Barn.
- 2-Stage Natural Gas Burner, Stainless Steel Sealed Burner Box, Stainless Steel Angled Mounting Brackets, Stainless Steel Tube Clamps, Stainless Steel Chain Sets, Intake & Exhaust Venting with Caps, Thermostat
- Includes all materials, equipment, labor and mobilization

**Exclusions:**

Excludes line voltage wiring to power unit (by others / electrician) and any materials or services not listed above.

**Clarifications:**

Quoted as time and materials estimate.

**Price**

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a TIME AND MATERIAL BASIS for the ESTIMATED net sum of

**ELEVEN THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS....\$11,657.00**

**Terms and Conditions**

- **Price Changes.** Due to market constraints, all prices provided by Rasmussen Mechanical Services are subject to change to the prices in effect at the time of customer acceptance.
- Sales Tax is not included in price.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

**Derek Farley**  
PM Sales

**Rasmussen Mechanical Services**

Phone:  
Mobile: +1 6054302554  
Email: [derek.farley@rasmech.com](mailto:derek.farley@rasmech.com)

**Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls**

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

\_\_\_\_\_  
Authorized Signature for: TROLLEY BARN

\_\_\_\_\_  
Rasmussen Mechanical Services

\_\_\_\_\_  
Date of Acceptance

**QUOTE NUMBER: Q2400260**

\_\_\_\_\_  
Date of Acceptance



## AGREEMENT FOR PARA-TRANSPORT

This agreement is made and entered into on this 3rd day of January, 2024, by and between the **CITY OF DEADWOOD**, hereinafter referred to as "**CITY**" and **PRAIRIE HILLS TRANSIT**, hereinafter referred to as "**PHT**" collectively the "**Parties**."

**WHEREAS**, The Parties acknowledge that CITY operates a trolley service on a fixed route throughout the City; and

**WHEREAS**, PHT has the ability and capacity to provide para-transport services; and

**WHEREAS**, that CITY desires to contract with PHT to provide complimentary para-transport on those occasions when the CITY trolley cannot deviate from its fixed route to do the same for the period from January 3, 2024 through December 31, 2026.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### I.

Based upon the representations, PHT shall provide complimentary para-transport services when the CITY trolley cannot deviate from its fixed route during the term of this agreement. Complimentary in this instance does not mean without charge, but rather to compliment CITY's fixed route trolley system.

### II.

PHT shall be entitled to charge riders, as the CITY would, as consideration for providing these services.

### III.

In addition to this consideration, CITY would authorize suspension of its vehicle for hire ordinance for purposes of this complimentary para-transport service.

### IV.

The CITY shall provide such para-transport when it can but recognizes that it cannot provide such at all times and this agreement is being entered into in an effort to fulfill its obligation to provide complimentary para-transport.

### V.

The term of this Agreement shall be deemed to have commenced on the 3rd day of January, 2024, and continue through December 31st, 2026.

### VI.

The CITY will pay PHT \$3500.00 each year for the duration of this agreement.

### VII.

PHT shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating

or establishing a relationship of partners between the Parties hereto or of constituting PHT or any of its officers, agents, servants, or employees as an agent, representative, or employee of CITY for any purpose or in any manner whatsoever. Officers, agents, servants, and employees of PHT shall not be considered employees of CITY for any claims which might arise under the Workman's Compensation Acts of the State of South Dakota.

#### VIII.

PHT agrees that it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained and experienced personnel, which personnel will perform the duties required to be performed by PHT pursuant to this Agreement. PHT further agrees to purchase and obtain appropriate workers' compensation, liability and automobile insurance. PHT will provide proof of such insurance to the City within thirty days of a request by the City.

#### IX.

PHT agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or later become applicable to its activities or services performed pursuant to this Agreement.

#### X.

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.

#### XI.

It is understood and agreed that this is the entire Agreement of the Parties and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

#### XII.

PHT will not use City equipment, supplies or facilities in rendering services under this Agreement.

#### XIII.

PHT agrees to indemnify and hold the City, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require PHT to be responsible for or defend against claims or damages arising solely from errors or omissions of the City, its officers, agents or employees.

#### XIV.

PHT agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject PHT or the City to liability. PHT shall report any such event to the City immediately upon discovery.

#### XV.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the City Council for this purpose. If for any reason the City Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the City. Termination for any of these reasons is not a default by the City nor does it give rise to a claim against the City.

XVI.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

XVII.

The Agreement may be amended only by written agreement of the Parties.

XVIII.

All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail. Postage prepaid, to the address of the party specified in the Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

XIX.

This Agreement shall not be assigned by either party without the consent of the other party.

Dated this 3rd day of January, 2024.

CITY OF DEADWOOD:

\_\_\_\_\_  
David Ruth JR., Mayor

ATTEST:

\_\_\_\_\_  
Jessica Mckeown  
Finance Officer  
Dated this \_\_\_\_ day of January, 2024.

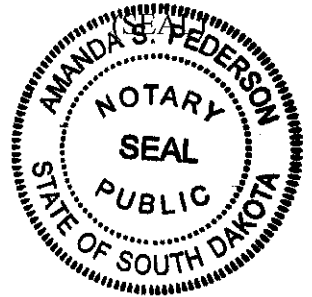
PRAIRIE HILLS TRANSIT

By: Barbara K. Cline  
Its: Executive Director

State of South Dakota )  
County of Lawrence ) SS

On this 16<sup>th</sup> day of January, 2024, before me, the undersigned officer, personally appeared Barbara K. Cline 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.



Amanda S. Pederson  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
March 1, 2029





**Albertson Engineering Inc.**

**605-343-9606**

**[www.albertsonengineering.com](http://www.albertsonengineering.com)**

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

*315 N. Main Ave., Suite 200  
Sioux Falls, SD 57104*

*201 S. Monroe St., Suite 203A  
Winner, SD 57580*

**CONSTRUCTION CHANGE ORDER NO. 3**

Project: Whitewood Creek Restoration – Bid Package 1

AEI Project #: 2020-096.1

Owner: City of Deadwood

Engineer: Albertson Engineering Inc.

Contract Date: August 1, 2023

Date of Issuance: 2/1/2024

Issued to: RCS Construction, PO BOX 9337, Rapid City, SD 57709

Distribution to:  Owner  Engineer  Contractor

**YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:**

As per the following documents:

1. Cost Proposal #2 by RCS Construction, \$12,352.24
  - o No change in Contract Time. However, City and Design Team recognize additional time was requested and agree to discuss additional time on Site 2B after a couple more months of progress.
2. Cost Proposal #3 by RCS Construction, \$1,350.33
  - o No change in Contract Time.
3. Cost Proposal #5 by RCS Construction, \$20,709.93
  - o Items #1, 2, and 4 only.
  - o 3 working days to be added to Contract Time on Site 2B.

---

**Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.**

---

**CONTRACT STATUS:**

The Original Contract Sum	\$7,575,000.00
Net Change by Previously Authorized Change Orders	\$ 40,200.67
Contract Sum Prior to This Change Order	\$7,616,200.67
Contract Sum Increase Per This Change Order	\$ 34,412.50
New Contract Sum Will Be	\$7,650,613.17

The Contract Time Will Be adjusted (Site 2B only). The project schedule is:

Site 1C & 2A:

May 26, 2024 – Substantial Completion  
June 16, 2024 – Final Completion

Site 2B:

May 30, 2024 – Substantial Completion  
June 19, 2024 – Final Completion  
\* See commentary under Cost Proposal #2 in this Change Order

Site 3A:

December 1, 2024 – Substantial Completion  
December 15, 2024 – Final Completion

Site 3B:

March 15, 2024 – Site available to Contractor  
October 4, 2024 – Substantial Completion  
October 18, 2024 – Final Completion



**AUTHORIZED SIGNATURES**

The persons executing this Agreement hereby represent that they have authorization to sign

\_\_\_\_\_  
Owner *(Signature)*

\_\_\_\_\_  
Contractor *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**CITY OF DEADWOOD**


**RCS CONSTRUCTION**

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

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

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Email*

  
\_\_\_\_\_  
Engineer *(Signature)*

Jared Schippers, PE, Principal  
\_\_\_\_\_  
*(Printed name and title)*

**Albertson Engineering Inc.**

2/1/2024  
\_\_\_\_\_  
*Date*

[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
\_\_\_\_\_  
*Email*





December 14, 2023

Jared Schippers, PE  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
 Albertson Engineering Inc.  
 3202 West Main Street, Suite C  
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD  
 Sites 1C, 2A, 2B, 3A, & 3B  
 Cost Proposal #02 – Property Line Survey (additional work)

Dear Jared,

We are pleased to provide you with the following proposal for cost changes related to additional survey work to provide property lines. The additional work was performed on a T&M basis by our subcontractor Avid 4 Engineering. Notice to proceed and scope of work was outlined in an email from you dated October 13, 2023. RCS Construction is requesting a time extension of 40 working days as a result of the added work. The time extension is based on the time between the initial request for property line data made on October 3, 2023 and the time the property lines were staked on the jobsite November 29, 2023.

**Total Increase for Cost Proposal #02:                   \$12,352.24**

We appreciate the opportunity to provide this proposal and should you have any questions or comments please don't hesitate to contact our office.

Kind Regards,

*Reid Hansen*

Reid Hansen  
 Project Manager



Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-  
 9337 Phone (605) 342-3787 • Fax (605)  
 348-4041

[www.rcsconst.com](http://www.rcsconst.com)







December 14, 2023

Jared Schippers, PE  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
 Albertson Engineering Inc.  
 3202 West Main Street, Suite C  
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD  
 Sites 1C, 2A, 2B, 3A, & 3B  
 Cost Proposal #03 – Modify Storm Sewer Inlet Phase 1C (additional work)

Dear Jared,

We are pleased to provide you with the following proposal for cost changes related to additional work to connect an existing storm sewer pipe into the inlet located at STA 1+38 in the parking lot in Phase 1C. The existing storm sewer pipe was unknown and needed to be connected into the precast inlet. The additional cost includes time to modify the precast inlet and provide a concrete collar to connect the existing pipe to the inlet. No additional working days are requested with this change.

**Total Increase for Cost Proposal #03:                      \$1,350.33**

We appreciate the opportunity to provide this proposal and should you have any questions or comments please don't hesitate to contact our office.

Kind Regards,

*Reid Hansen*

Reid Hansen  
 Project Manager



Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-  
 9337 Phone (605) 342-3787 • Fax (605)  
 348-4041

[www.rcsconst.com](http://www.rcsconst.com)





January 29, 2024

Jared Schippers, PE  
 Albertson Engineering Inc.  
 3202 West Main Street, Suite C  
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD  
 Sites 1C, 2A, 2B, 3A, & 3B  
 Cost Proposal #05 – Proposal Request No. 5 (January 23, 2024)

Dear Jared,

We are pleased to provide you with the following proposal for cost changes related to Proposal Request No. 5. See itemized proposal below:

1. **New Retained Equipment Pad:** **\$17,021.22**  
 Includes Redi-rock block retaining wall, 185 SF of 4" thick concrete slab and 6 EA bollards. RCS requests 2 additional working days to complete the added work.
2. **Flowable Fill Concrete:** **\$1,161.43**  
 Includes providing approximately 3 cubic yard of flowable fill to install as directed in Structural Observation Report #3 dated December 10<sup>th</sup>, 2023. RCS requests no additional working days to complete the added work.
- ~~3. **Cost Change Associated with SSI 02:** **\$728.32**  
 Includes cost of changing the concrete screw anchors that fasten the steel angles and light pole brackets to the concrete wall from galvanized material to stainless steel. RCS requests no additional working days to complete the added work.~~
4. **Replace Existing Bollard with Post & Rail Fence:** **\$2,527.28**  
 Includes replacing 4 existing bollards at the back of Monument's parking lot with (4) 6x6 post and (2) horizontal 2x6 rails between posts. RCS requests 1 additional working day to complete the added work.

We appreciate the opportunity to provide this proposal and should you have any questions or comments please don't hesitate to contact our office.

Kind Regards,

*Reid Hansen*

Reid Hansen, Project Manager

**TOTAL FOR CHANGE ORDER 3:**  
**\$20,709.93**

**Safety • Quality • Communication • Timeliness**

P.O. Box 9337 • Rapid City, SD 57709  
 Phone (605) 342-3787 • Fax (605) 348-4041

www.rcsconst.com





**Albertson Engineering Inc.**

**605-343-9606**

**[www.albertsonengineering.com](http://www.albertsonengineering.com)**

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

315 N. Main Ave., Suite 200  
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A  
Winner, SD 57580

## **REQUEST FOR PROPOSAL**

---

**OWNER:**

**City of Deadwood**  
**108 Sherman St**  
**Deadwood, SD 57732**

**PROJECT:**

**Whitewood Creek Restoration – BP #1**

**PROPOSAL REQUEST NO: 5**

**TO CONTRACTOR:**

**RCS Construction**  
**PO Box 9337**  
**Rapid City, SD 57709**

**DATE OF ISSUANCE: January 23, 2024**

**CONTRACT FOR: All Work**

**AEI PROJECT NO: 2020-096.1**

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

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

---

**Description:**

1. Provide new retained equipment pad area at the back of Monument's parking lot.
  - a. See Attachment #1 for equipment size and location. Equipment area can be larger based on block coursing but shall not be smaller.
  - b. Area to be retained using 28" Redi-rock blocks with a standard 28" Top Block at the top (not a 24" freestanding block). Stain Redi-rock blocks.
  - c. Provide a 4" concrete slab on grade within area. Reinforce with #4 rebar @ 18"oc each way.
  - d. Provide 6 total bollards per Attachment #2. See also Attachment #3 for Typical Bollard detail.
2. Provide cost for flowable fill as directed in Structural Observation Report #3 dated December 10, 2023.
3. Provide any cost change associated with SSI 02 dated 1/23/2024, if any.

4. Replace the 4 existing bollards at the back of Monument's parking lot with 4 6x6 rail posts. Provide (2) horizontal 2x6 rails between the posts. (See Attachment #4).

**REQUESTED BY:**

Jared Schippers, PE

Albertson Engineering, Inc

[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)

**ATTACHMENTS**

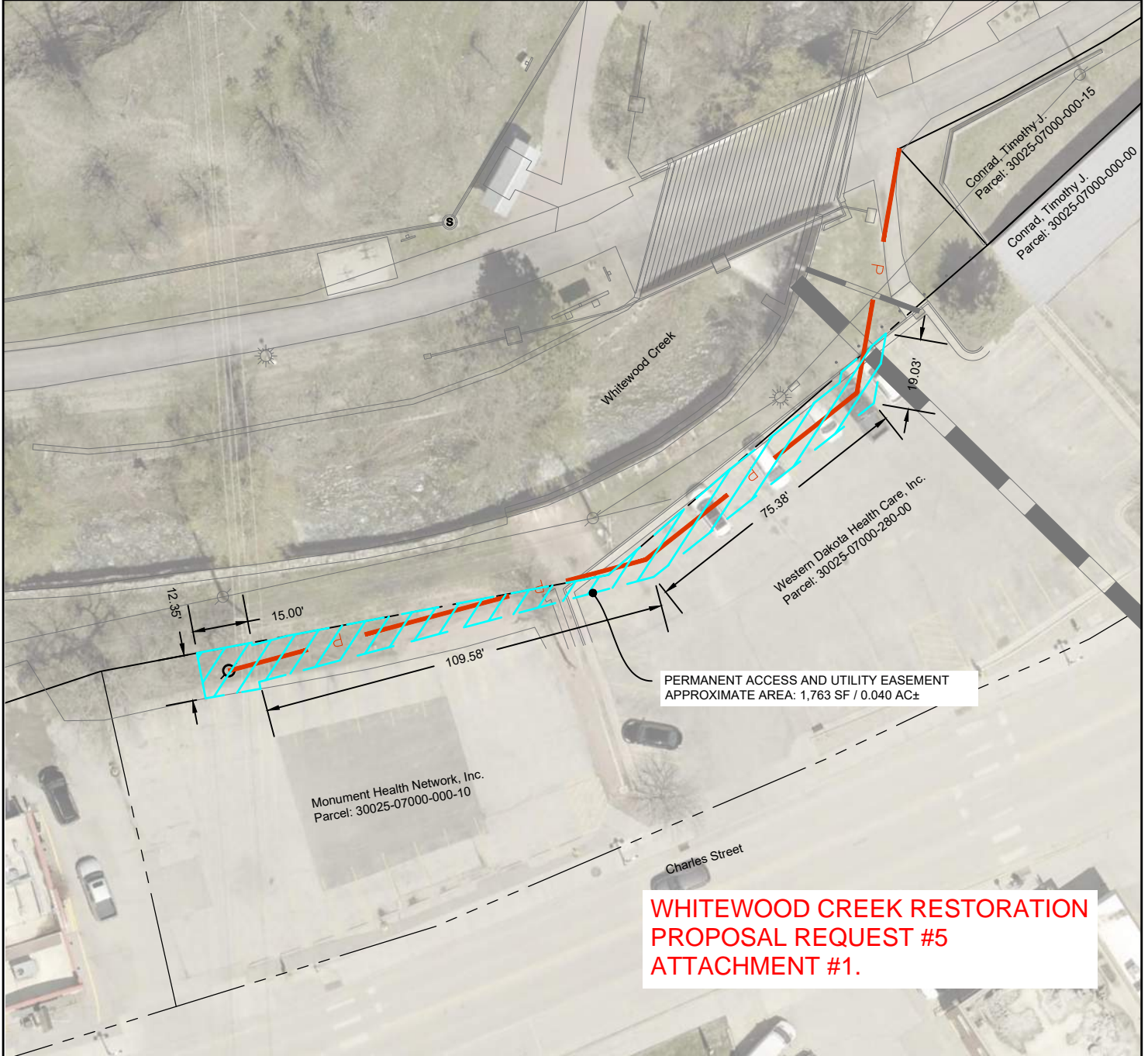
1. Equipment pad size & location at Monument parking lot, by Towey Design Group.
2. Notes on Bollard locations and quantity at Monument parking lot, by Towey Design Group.
3. Typical Bollard Detail.
4. Annotated photo of new wood bollards & railing at Monument Parking Lot



DECEMBER 21 2023

# EXHIBIT 'A' PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

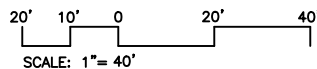
ORIGINAL TOWN DEADWOOD M&B DESCRIPTION BLK 70  
AND  
ORIGINAL TOWN DEADWOOD S 90' OF LOTS 6, 8, 10 & 12 BLK 75 EX LOT H1  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



PREPARED BY:

# TDG

Towey Design Group  
475 Villa Drive, Suite #3  
Box Elder, SD 57719  
605.600.3758

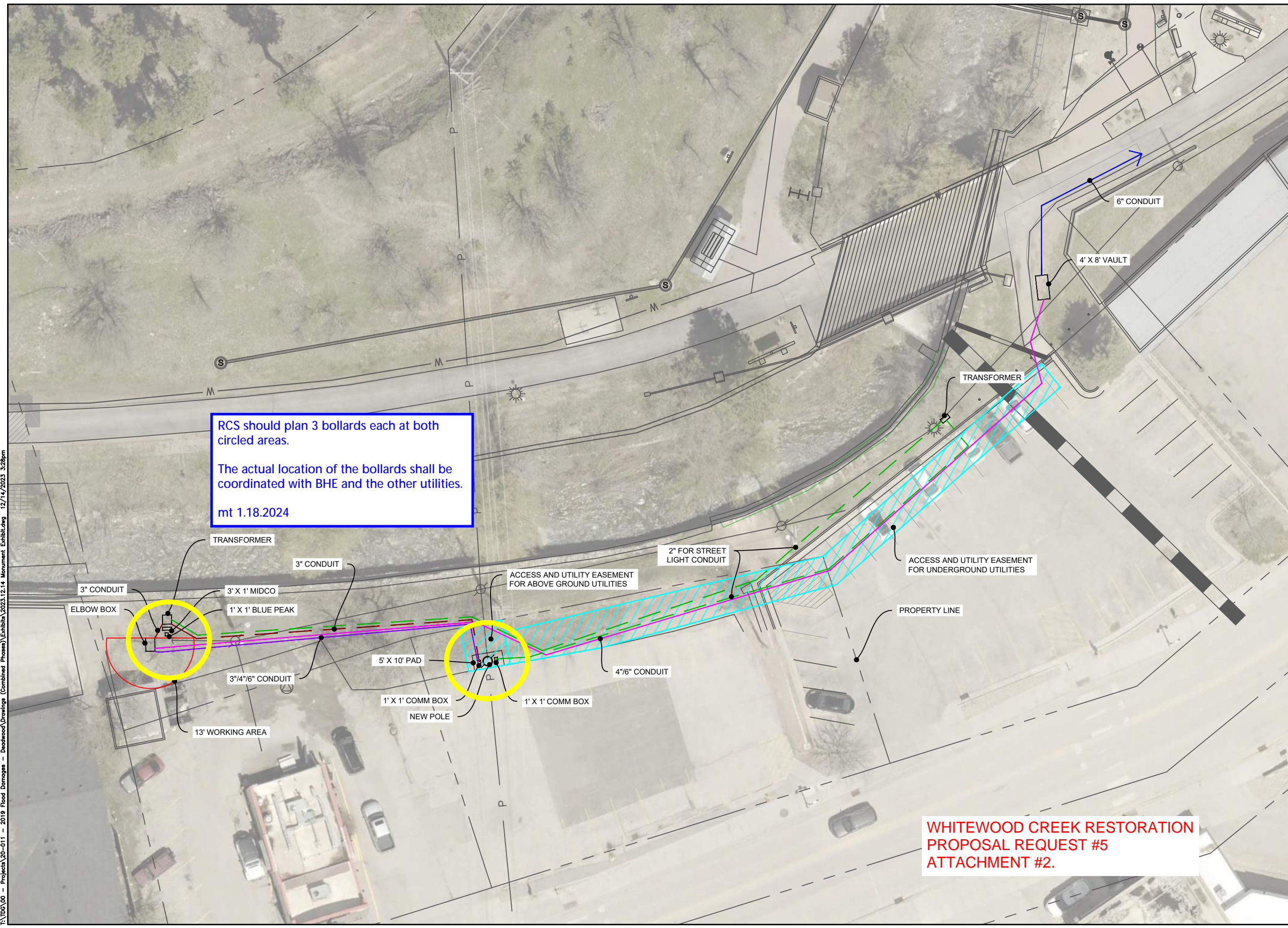


### LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



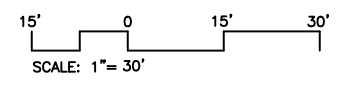
- 3" CONDUIT
- 3/4"/6" CONDUIT
- 4"/6" CONDUIT
- 6" CONDUIT
- STREET LIGHT CONDUIT
- EASEMENT



RCS should plan 3 bollards each at both circled areas.  
 The actual location of the bollards shall be coordinated with BHE and the other utilities.  
 mt 1.18.2024

MONUMENT HEALTH  
 EXHIBIT A  
 DEADWOOD, SOUTH DAKOTA  
 DECEMBER 14, 2023

**TDG**  
 Towey Design Group  
 475 Villa Drive, Suite #3  
 Box Elder, SD 57719  
 605.600.3758

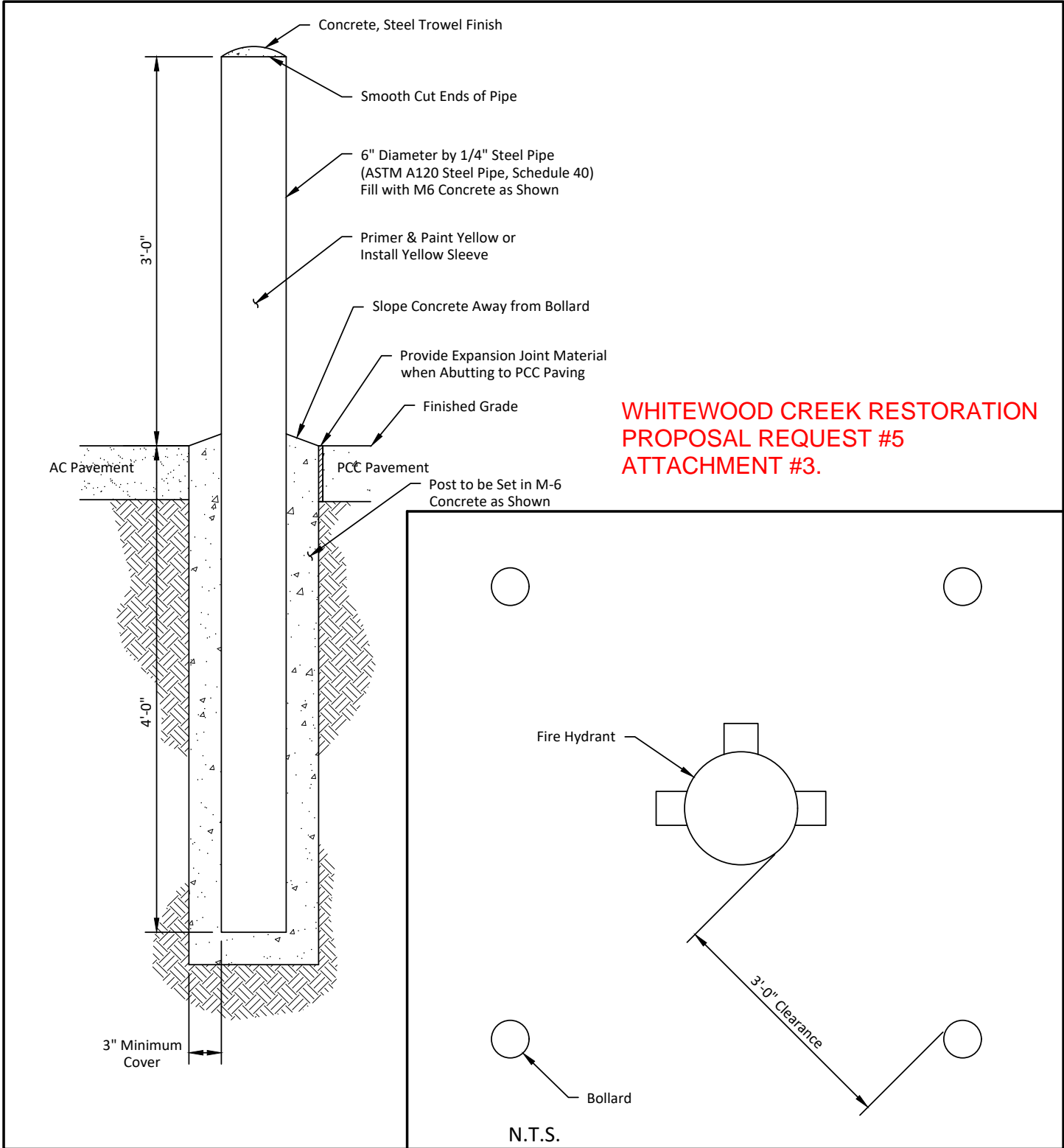


**WHITEWOOD CREEK RESTORATION  
 PROPOSAL REQUEST #5  
 ATTACHMENT #2.**

**PRELIMINARY  
 FOR REVIEW ONLY**

T:\TDC\00 - Projects\20-011 - 2019 Flood Damages - Deadwood\Drawings (Combined Phases)\Exhibits\2023.12.14 Monument Exhibit.dwg 12/14/2023 3:28pm





CITY OF RAPID CITY

PUBLIC WORKS DEPARTMENT

# FIRE HYDRANT PROTECTION BOLLARD DETAIL

DATE: 8-19-22

Sec. - Sht.  
8A-2





2X6 RAIL, FASTEN  
PER SS102

AT (4) LOCATIONS SHOWN,  
DEMO BOLLARDS AND  
REPLACE W/ 6X6 POST AS PER  
DETAIL 5 ON SHEET L-304

WHITEWOOD CREEK RESTORATION  
PROPOSAL REQUEST #5  
ATTACHMENT #4.





**Albertson Engineering Inc.**

**605-343-9606**

**[www.albertsonengineering.com](http://www.albertsonengineering.com)**

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

315 N. Main Ave., Suite 200  
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A  
Winner, SD 57580

## **STRUCTURAL SUPPLEMENTAL INSTRUCTION NO. 02**

Project: Whitewood Creek Restoration  
 AEI Project #: 2020-096.1  
 FEMA Project #: 123108  
 Owner: City of Deadwood  
 Engineer: Albertson Engineering Inc.  
 Contractor: RCS Construction  
 Contract Date: August 1, 2023  
 Date of Issuance: January 23, 2024

### **GENERAL REMARKS:**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If Work described herein requires change in the Contract Sum or Contract Time, said changes shall be arranged for and agreed upon through a separate contract mechanism before proceeding with the Work.

### **DESCRIPTION:**

1. 6'-0" long posts can be utilized along the pedestrian railing that is directly attached to the sidewalk edge. The steel angle location shall be adjusted. Also, the concrete screw anchors that fasten the steel angles to the concrete shall be changed from a mechanically galvanized material to stainless steel. See attached Sheet S-304.
2. See attached LASI 2 by Tallgrass Landscape Architecture.

### **ATTACHMENTS:**

1. Sheet S-304
2. LASI by Tallgrass Landscape Architecture (2 pages).

**ISSUED BY THE ENGINEER:**

**Albertson Engineering, Inc.**



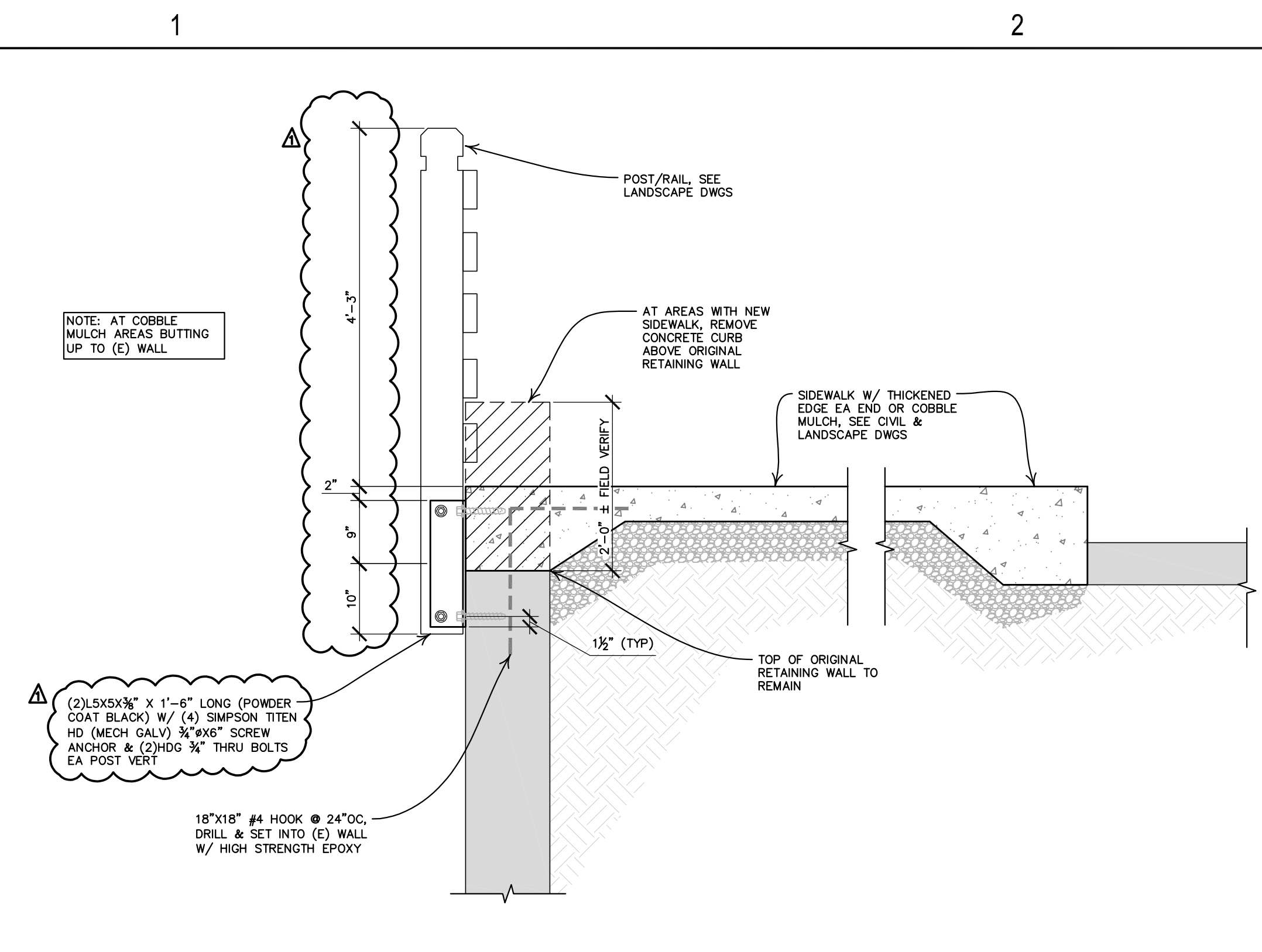
Jared Schippers, PE  
Principal Engineer  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)



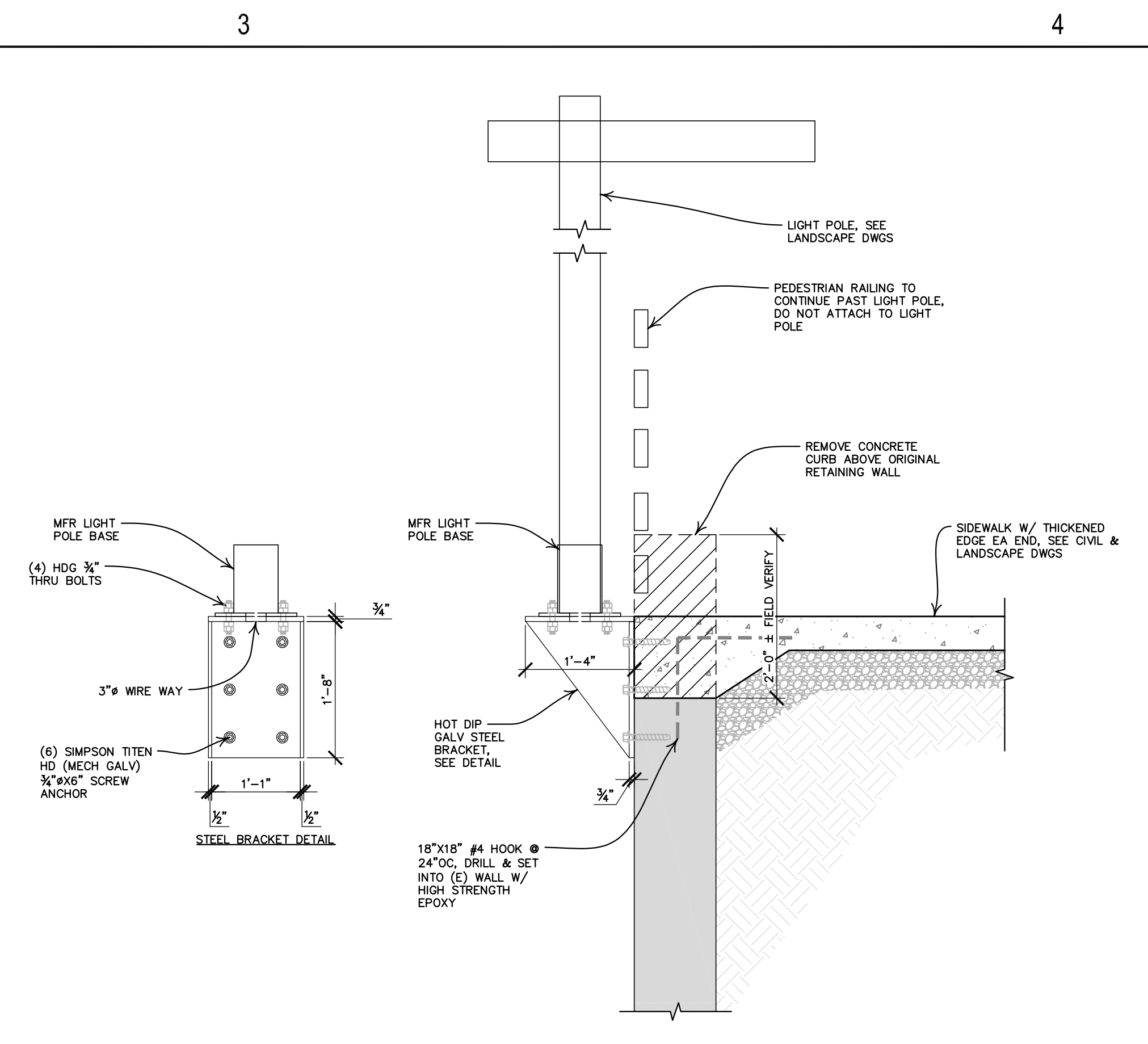
**Albertson Engineering Inc.**

605-343-9606  
[www.albertsonengineering.com](http://www.albertsonengineering.com)  
Rapid City, Sioux Falls, and Winner

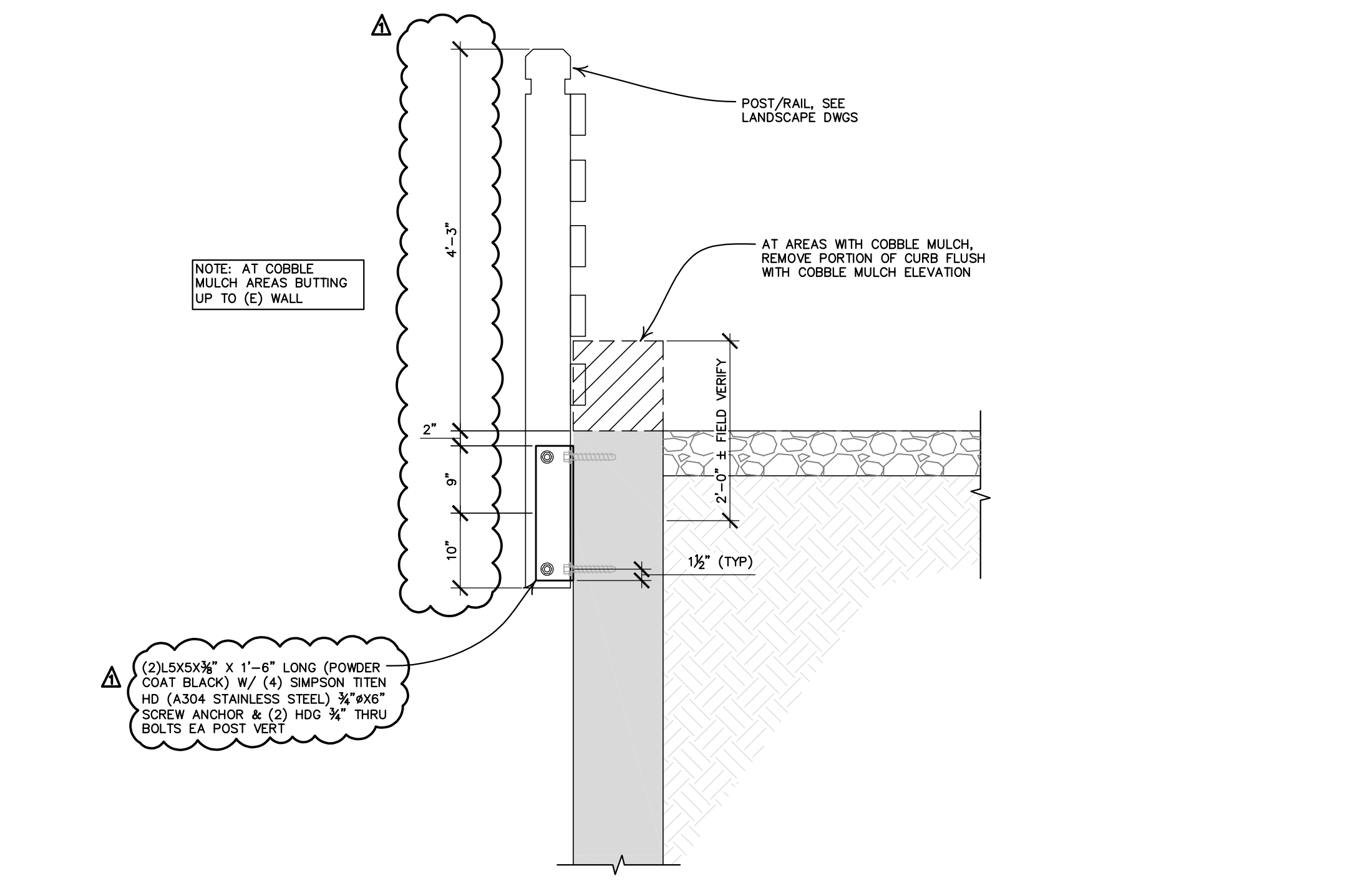




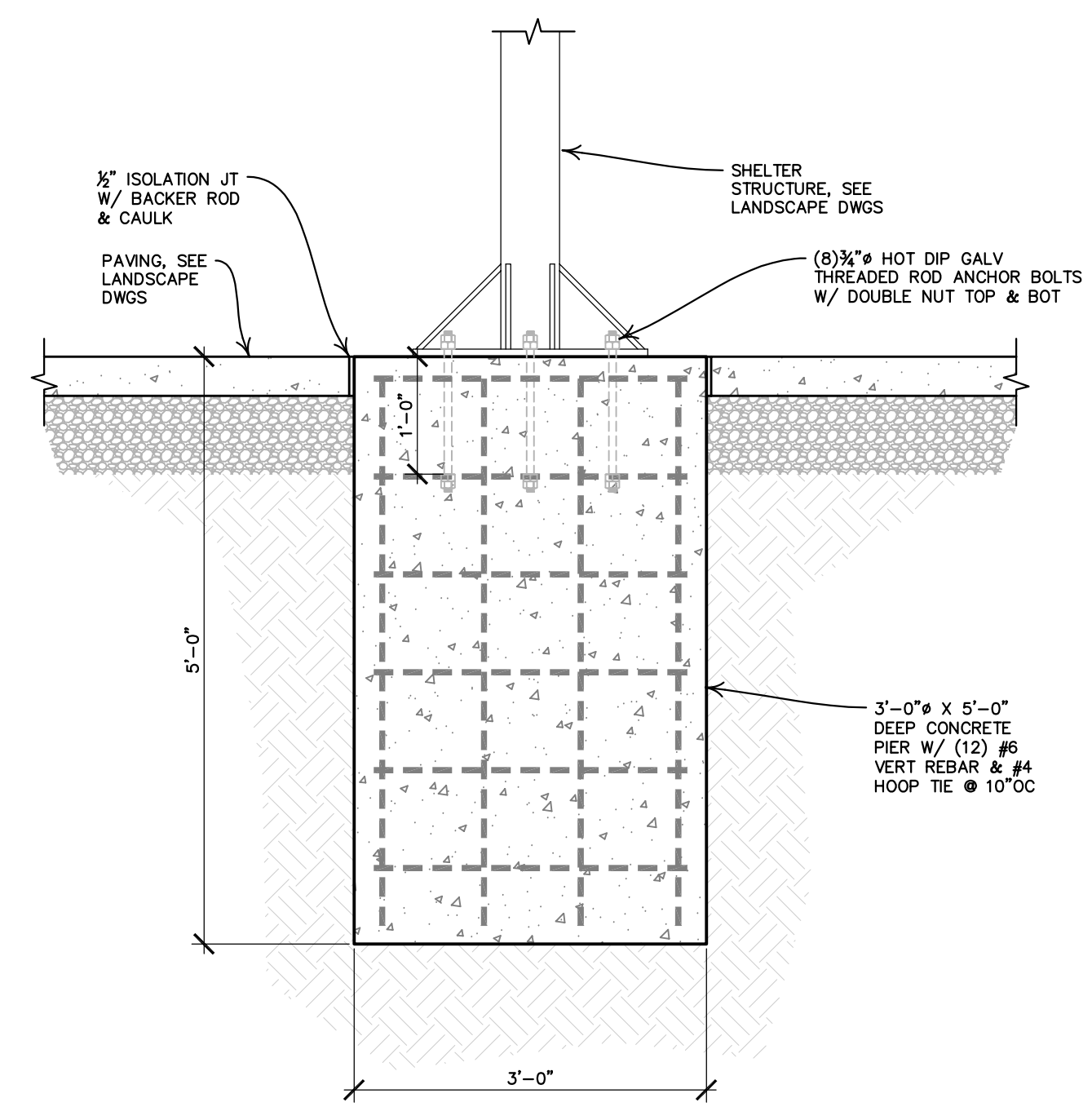
**RAIL POST CONNECTION TO (E) WALL – SITE 1C**  
SCALE: 3/4" = 1'-0"



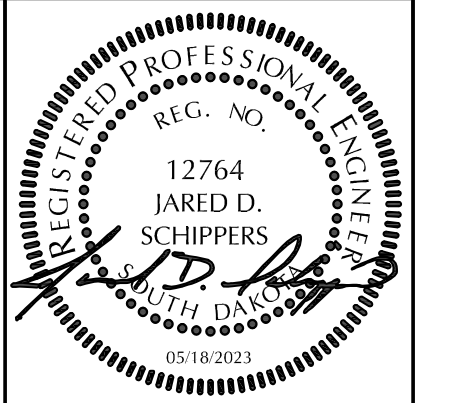
**LIGHT POLE CONNECTION TO (E) WALL – SITE 1C**  
SCALE: 3/4" = 1'-0"



**RAIL POST CONNECTION TO (E) WALL – SITE 1C**  
SCALE: 3/4" = 1'-0"



**SHELTER FOUNDATION DETAIL – SITE 1C**  
SCALE: 3/4" = 1'-0"



**Albertson Engineering Inc.**  
3202 W. MAIN, SUITE C  
RAPID CITY, SD 57702  
605.343.9606

CONSULTANT

PROJECT IDEN:  
**WHITEWOOD CREEK RESTORATION**  
BID PACKAGE 1  
SITES 1C, 2A, 2B, 3A, 3B

FEMA PROJECT NO. 123108  
DEADWOOD, SOUTH DAKOTA

ISSUE BLOCK:

NO	ISSUE TYPE	ISSUE DATE
1	100% CD	5/18/2023
1	SSI 01	1/23/2024

MANAGEMENT:  
PROJECT NO: 20-096.1  
DRAWN BY: JDS  
CHECKED BY: JDS/MDA

SHEET TITLE:  
**SITE 1C CONNECTION DETAILS**

SHEET IDENTIFICATION:

**S-304**

Tallgrass Landscape Architecture, LLC  
413 North 4<sup>th</sup> Street  
Custer SD, 57730  
605.673.3167  
[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)



## Landscape Architect’s Supplemental Instructions

- OWNER
- CONTRACTOR
- CONSULTANT
- OTHER

**PROJECT:** Whitewood Creek Restoration,  
Bid Package 1

**INSTRUCTION NO.:**     2    

**OWNER:**

**DATE OF ISSUANCE:** 1/23/2024

City of Deadwood

**LANDSCAPE ARCHITECT:**

**TO CONTRACTOR:**

Tallgrass Landscape Architecture, LLC  
413 North 4<sup>th</sup> Street  
Custer SD, 57730  
605.517.1899 / 605.440.2254  
[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)

R.C.S. Construction  
1314 Fountain Plaza Dr.  
Rapid City, SD 57702

The attached information is provided at request to clarify the design intent of the work and does not represent any changes in Quantity, Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Landscape Architect immediately and before proceeding with this Work.

THIS IS NOT A CHANGE ORDER OR MODIFICATION TO THE CONTRACT.

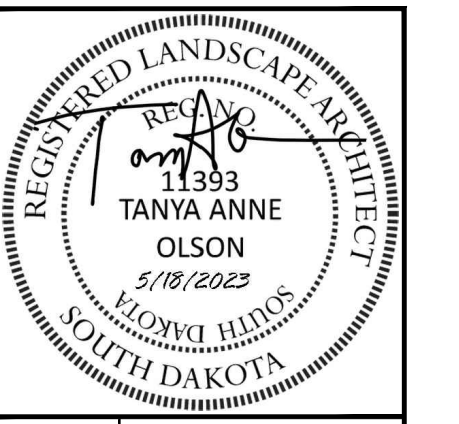
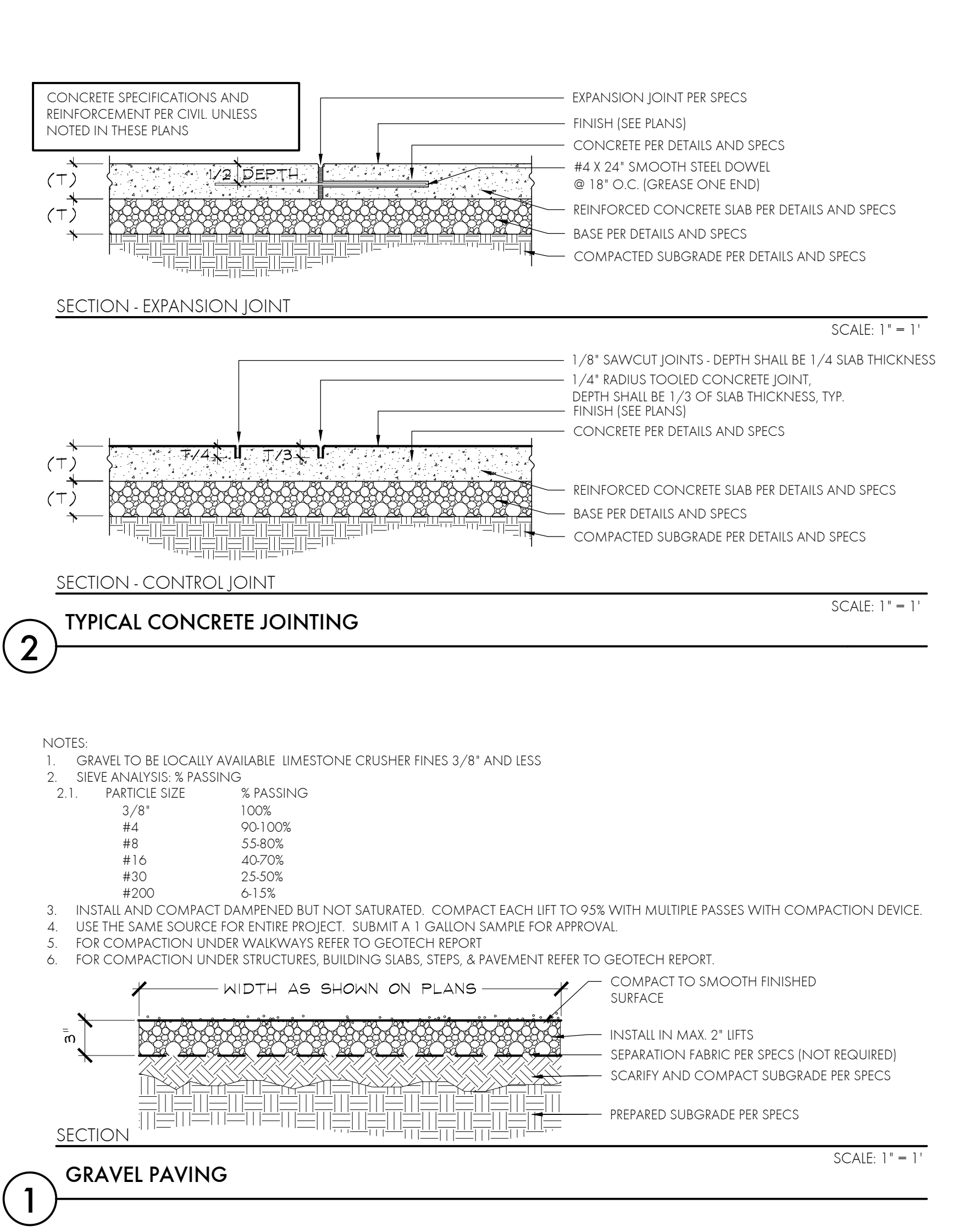
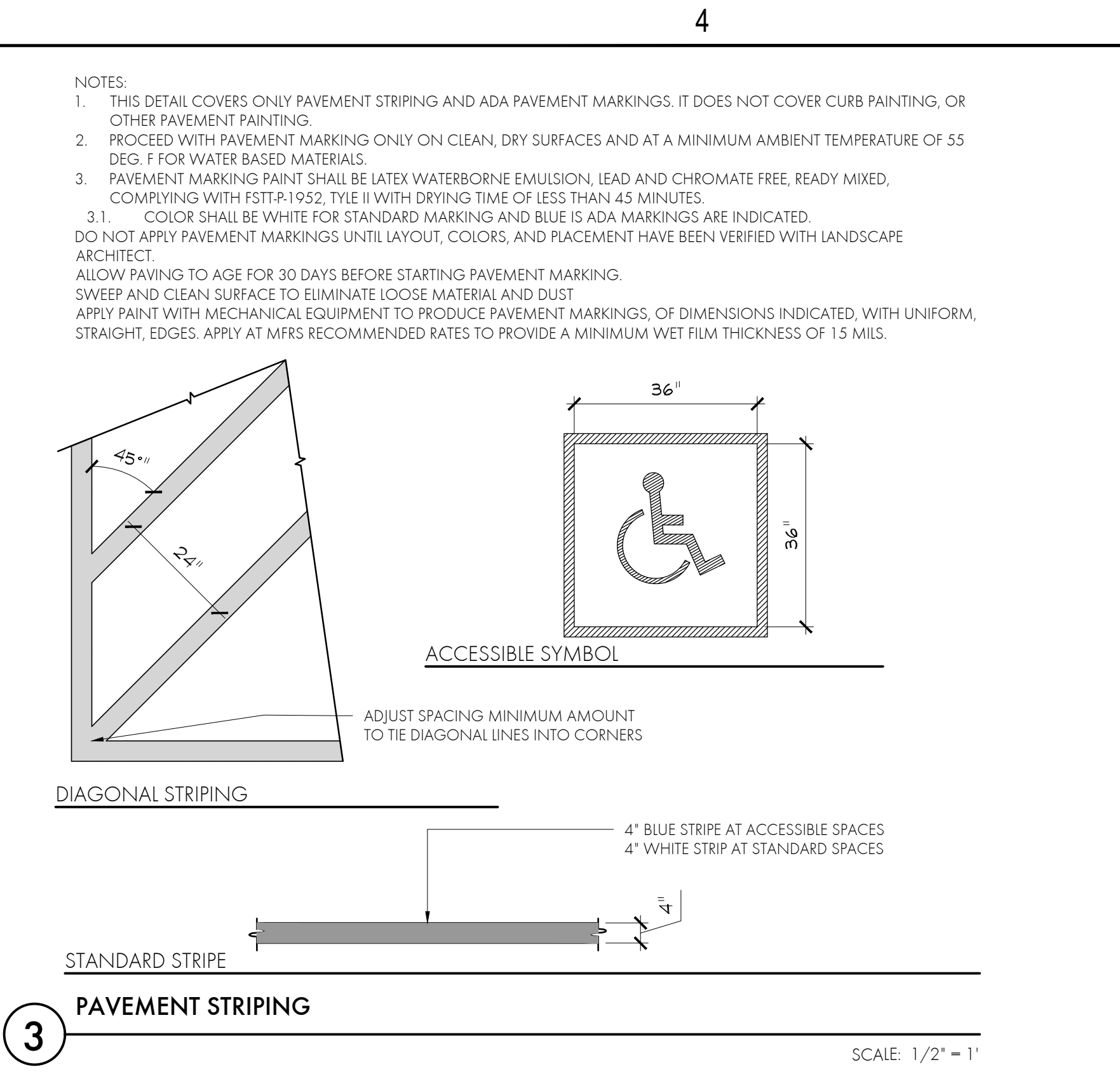
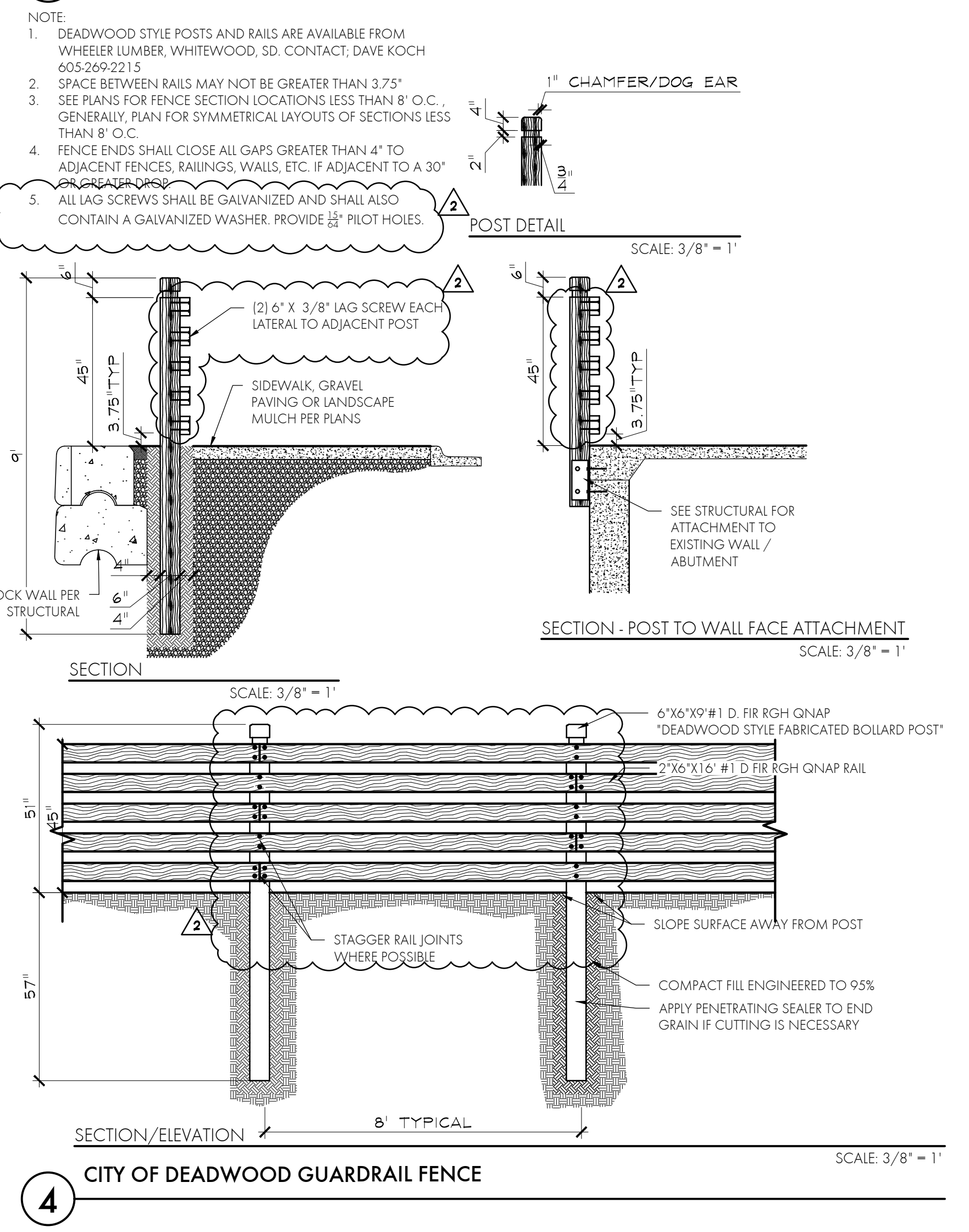
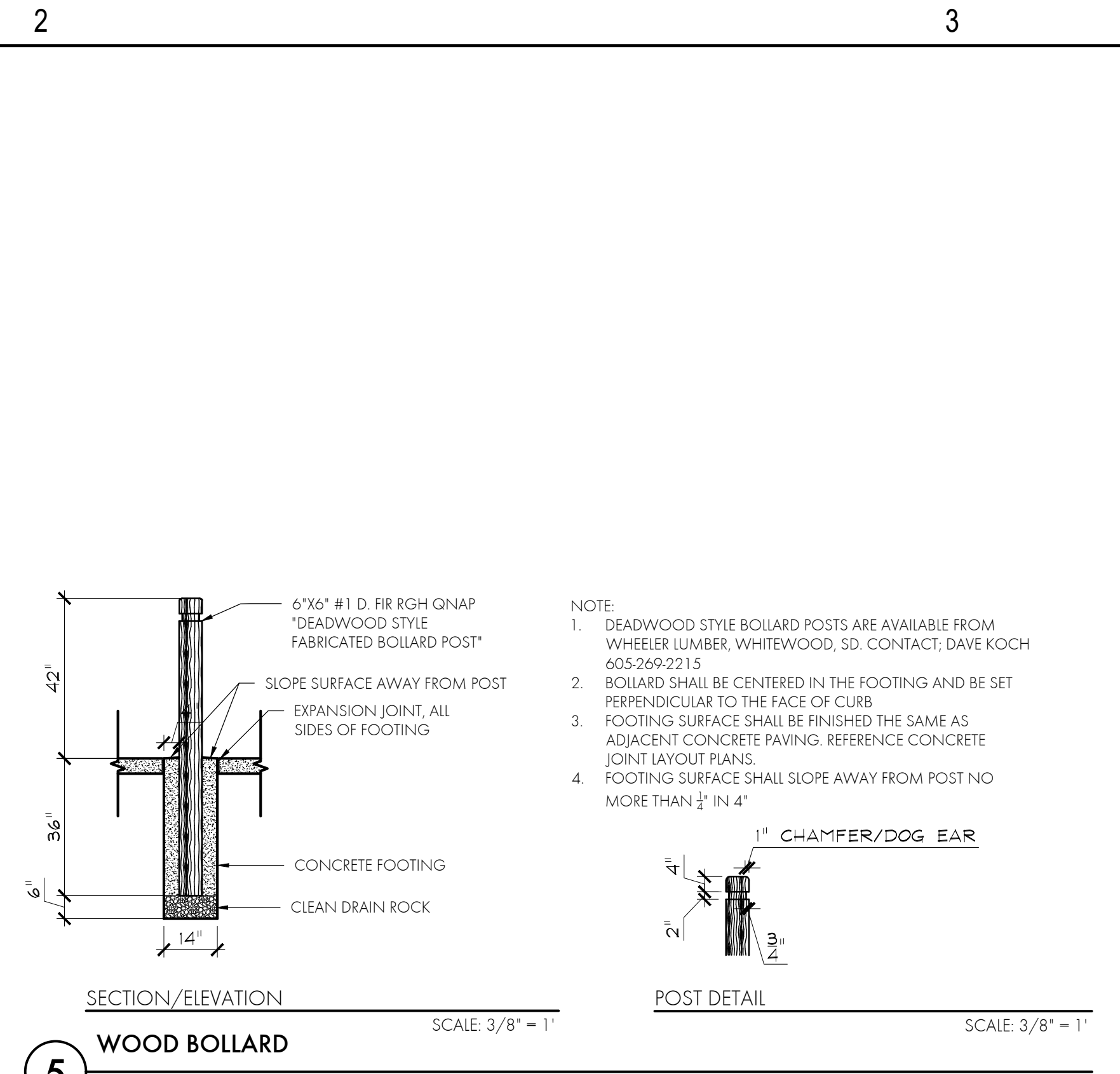
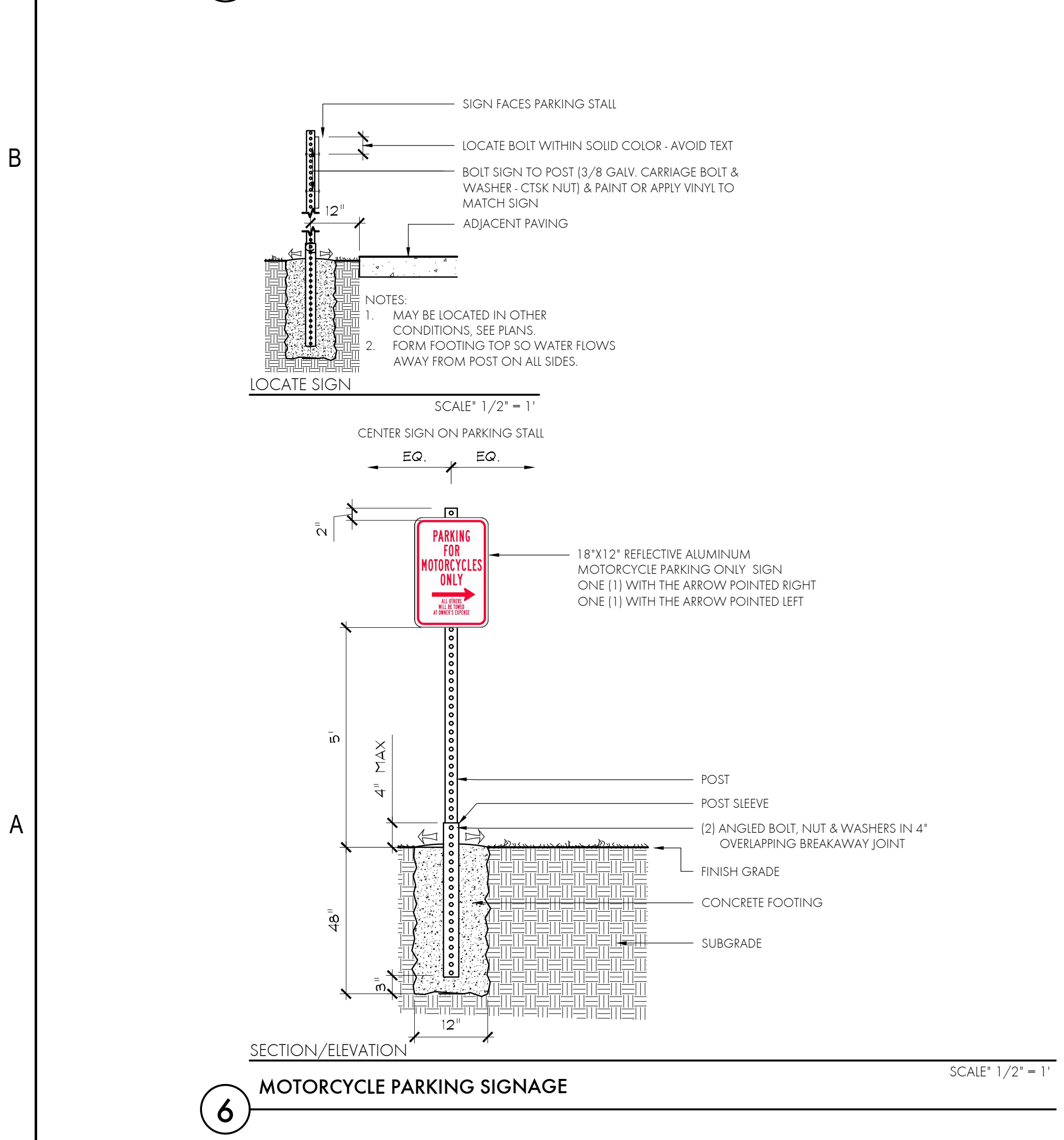
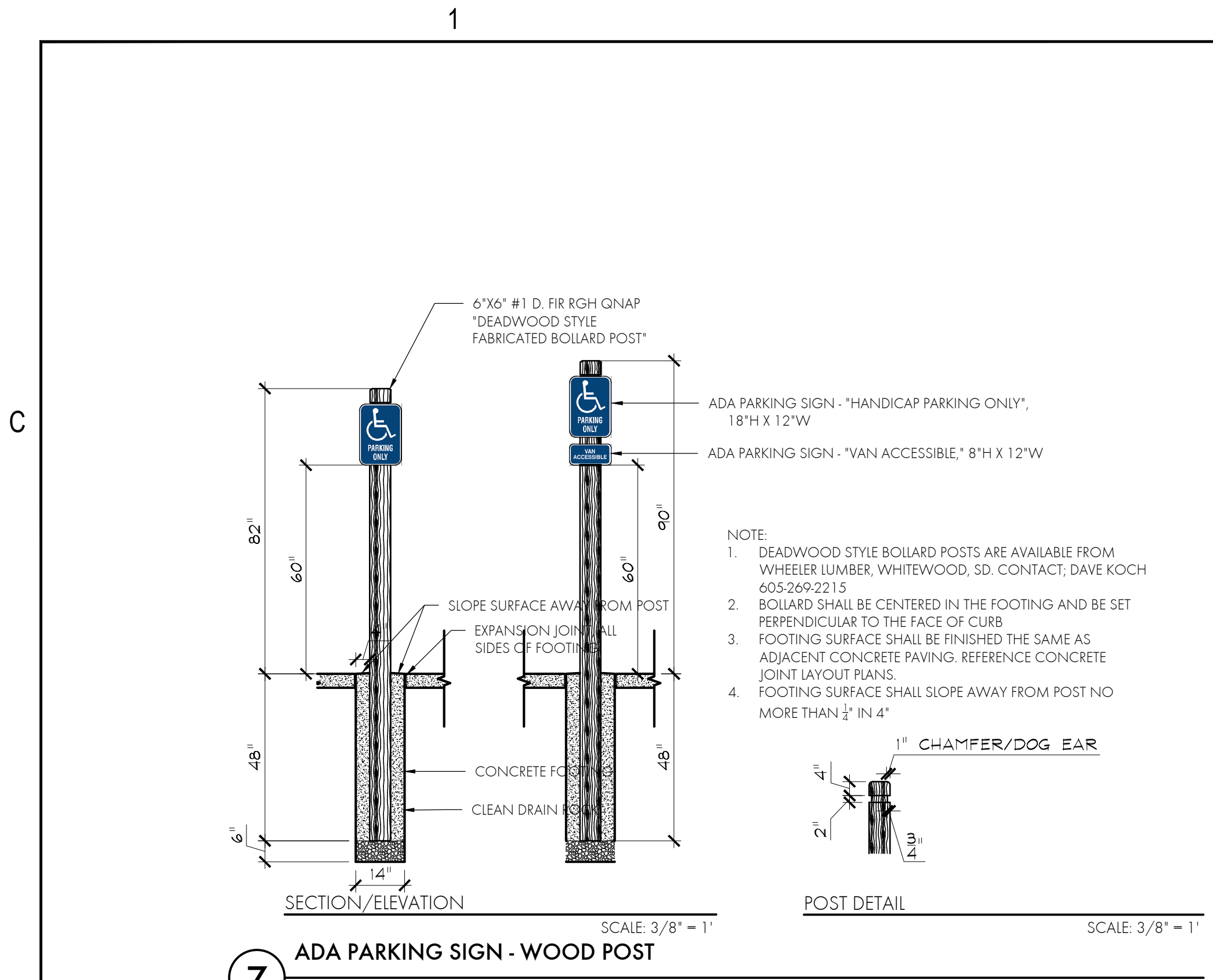
**Description:**

Supplemental Instruction to clarify that two (2) lag screws are required per fence rail to attach to post, consistent with the Section/Elevation in detail 4 sheet L-304. Also, stagger rail joints each row such that a fence post either has (14) or (16) total fasteners.

**ISSUED BY:**

Tanya Olson, PLA  
Tallgrass Landscape Architecture, LLC





**Albertson Engineering Inc.**  
3202 W. MAIN, SUITE C  
RAPID CITY, SD 57702  
605.343.9606

**TALLGRASS**  
Landscape Architecture for the American West  
TALLGRASS LANDSCAPE ARCHITECTURE  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
PH: 605.673.3107  
WWW.TALLGRASSLANDSCAPEARCHITECTURE.COM

**PROJECT IDEN:**  
WHITEWOOD CREEK RESTORATION  
BID PACKAGE 1  
SITES 1C, 2A, 2B, 3A, 3B

FEMA PROJECT NO.'s 123108  
DEADWOOD, SOUTH DAKOTA

**ISSUE BLOCK:**

NO	ISSUE TYPE	ISSUE DATE
1	100% CD	5/18/2023
2	LASI	1/16/2024

**MANAGEMENT:**  
PROJECT NO: 20-096.1  
DRAWN BY: TALLGRASS LA  
CHECKED BY: TAO

**SHEET TITLE:**  
GENERAL DETAILS - SITES 1C, 2A, & 2B

**SHEET IDENTIFICATION:**  
**L-304**

Whitewood Creek Restoration - Bid Package 1  
 Change Order Log  
 Original Contract Amount:

CO#	Description	CO Price
	1 Bioengineering add in Site 2A	\$ 37,588.67
	2 Tolley Lane Changes in Site 1C	\$ 3,612.00
	3 RFP 2, 3, & RFP 5 items 1, 2, & 4	\$ 34,412.50
		\$ 75,613.17

CO3 Breakdown		
RFP2	\$	12,352.24
RFP3	\$	1,350.33
RFP5 Item 1	\$	17,021.22
RFP5 Item 2	\$	1,161.43
RFP5 Item 4	\$	2,527.28
<b>TOTAL CO3</b>	<b>\$</b>	<b>34,412.50</b>



\$ 7,575,000.00

CO Running				FEMA
Total		New Contract Amt	Date	Reimbursable
\$ 37,588.67	\$	7,612,588.67	12/7/2023	yes
\$ 41,200.67	\$	7,616,200.67	12/7/2023	no
\$ 75,613.17	\$	7,650,613.17	1/29/2024	yes

OFFICE OF  
**PLANNING, ZONING AND  
 HISTORIC PRESERVATION**  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## ***MEMORANDUM***

---

**Date:** January 31, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2024 Ledger Indexing Project

---

The City Archives is requesting permission to enter into a contract with Donald Toms of Lead, South Dakota to index the Lawrence County Tax Records (1910 — 1920) as part of the 2024 ledger indexing project. In the 2024 Archives budget, the Deadwood Historic Preservation Commission allocated \$8,000.00 to index the next installment of the Lawrence County ledgers that were microfilmed and digitized in 2022.

These tax ledgers provide a tremendous amount of insight into the families that once lived in Deadwood and Lawrence County. If approved, the City Attorney will develop a contract for this project.

The Historic Preservation Commission reviewed this request at their January 24, 2024 meeting and recommend approval.

### **RECOMMENDED MOTION:**

Move to allow the City Archives to enter into a contract with Donald Toms, independent contractor, to index the Lawrence County Tax Records (1910 — 1920) as part of the 2024 ledger indexing project. The cost for this project will not exceed \$8,000.00. This is a 2024 City Archives budgeted project.

**CONTRACT BETWEEN CITY OF DEADWOOD**  
**AND**  
**INDEPENDENT CONTRACTOR**

This Agreement, dated the \_\_\_\_ day of February, 2024, is between the CITY OF DEADWOOD - ARCHIVES, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “ARCHIVES” or “CITY,” and Donald Toms of Lead, South Dakota hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

The purpose of this Contract is to set forth the terms and conditions of the agreement between ARCHIVES and IC for services related to the preparation of an indexed database and the transcription of Lawrence County Tax Records as related to the history of Deadwood/Lawrence County, South Dakota.

**WITNESSETH**

**WHEREAS**, the parties hereto desire to enter into and agreement whereby IC agrees to create and provide to the City of Deadwood Archives an indexed database consisting of Lawrence County Tax Record ledgers,

**WHEREAS**, IC has the experience and expertise to create and prepare the indexed database and meet the other requirements and obligations of this contract.

Based on the covenants, representations and mutual understanding and agreement of the parties, ARCHIVES and IC, agree as follows:

1. The parties agree that it is the IC’S responsibility to provide his/her own office space and equipment and pay all necessary

taxes and insurance including Social Security and workmen's compensation insurance.

2. IC shall create and provide CITY with one (1) digital copy of the transcribed materials along with the original files in good working order.
3. IC shall submit one (1) voucher for each completed indexed ledger for payment to the ARCHIVES. All materials and vouchers shall become the property of the City of Deadwood.
4. CITY shall select all materials and topics.
5. ARCHIVES shall pay the IC at the rate of Six-Hundred (\$600.00) Dollars per completed ledger. IC shall complete ledgers by December 31, 2024 for a total not to exceed Eight Thousand (\$8,000) Dollars.
6. IC may not subcontract any portion of this contract or any portion of the work.
7. ARCHIVES may terminate this contract upon giving IC five (5) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
8. In performance of the work hereunder, IC understands and agrees it is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and IC. The IC shall not have authority to hire any person on behalf of ARCHIVES.
9. IC hereby agrees to indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of the IC or anyone acting under the IC'S direction, control or on IC'S behalf in connection with or incident to the work or otherwise.
10. This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.



11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind or nature expressed or implied.

**IN WITNESS WHEREOF**, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this \_\_\_ day of February, 2024.

CITY OF DEADWOOD - ARCHIVES

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessicca McKeown  
City Finance Officer

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jaci Conrad Pearson, Independent Contractor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared Jaci Conrad Pearson, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 2024 she executed the same for the purposes therein contained.

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

(SEAL)

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

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



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

## MEMORANDUM

---

**Date:** January 31, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2024 City of Deadwood Oral History Project

---

The City Archives is requesting permission to hire Jaci Conrad Pearson to collect and transcribe ten (10) oral histories as part of the 2024 Archives budget. The Deadwood Oral History Project is in its nineteenth year and has recorded and collected 201 individual histories. Topics include longtime residents, Deadwood High School Alumni, the advent of legalized gaming, former City and Historic Preservation commissioners, former Homestake Slime Plant employees and the development of the Michelson Trail.

The Historic Preservation Commission review this request at their January 24, 2024 meeting and recommend approval.

### RECOMMENDED MOTION:

Move to allow the City Archives to enter into a contract with Jaci Conrad Pearson, independent contractor, to collect and transcribe ten (10) oral histories as part of the 2024 oral history project. The cost for this project will not exceed \$6,750.00 and will come out of the 2024 Archives budget.

**CONTRACT BETWEEN CITY OF DEADWOOD AND  
JACI CONRAD PEARSON, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Jaci Conrad Pearson of P.O. Box 631, Deadwood, South Dakota 57732 (hereinafter referred to as "PEARSON").

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

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

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

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is PEARSON'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. PEARSON shall provide her own office space, equipment and materials to meet the requirements of this agreement.



4. PEARSON shall create and provide CITY with up to ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form from each interviewee by December 31, 2024.
5. Upon completion of each oral history, PEARSON shall provide CITY one copy of the transcribed interview in printed form and electronic format, interview recordings, and oral history release form, and vouchers for work completed.
6. CITY shall pay PEARSON the sum of Six Hundred Seventy-Five and 00/100 Dollars (\$675.00) per each completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. PEARSON shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event PEARSON does not complete ten (10) oral histories by December 31, 2024, CITY shall pay PEARSON for all work fully completed up to December 31, 2024.
9. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
10. With the sole exception of the typing of transcriptions of interviews, PEARSON may not subcontract any portion of this contract or any portion of the work.
11. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
12. Copyright for the oral histories shall belong to **CITY**. Copyright for all transcribed interviews, interview recordings, and oral history release form shall also belong to **CITY**.
13. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, PEARSON shall provide to CITY all original documents produced at that time.
14. PEARSON is an independent contractor and this contract shall not be construed as creating any type of relationship including but not

limited to, principal and agent or employer and employee between CITY and PEARSON. PEARSON does not have authority to hire any person on behalf of CITY.

15. PEARSON shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney’s fees arising out of or in connection with any conduct or work of PEARSON as set forth in this agreement.

16. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

17. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jaci Conrad Pearson, Independent Contractor

State of South Dakota \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS  
   )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared Jaci Conrad Pearson, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 2024 she executed the same for the purposes therein contained.

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

(SEAL)

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

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

**MEMORANDUM**

---

**Date:** January 31, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **2024 Retainer for Professional Services, Renee Boen**

---

The City Archives is requesting permission to enter a retainer with Renee Boen of Rapid City, South Dakota for professional services as related to the City’s archaeological collections. Ms. Boen was the South Dakota State Archaeologist and Collections Manager for the South Dakota Archaeological Research Center.

As part of this agreement, Ms. Boen will review and make recommendations concerning the City’s archaeological storage facility, aide and assist in the development of policies and procedures for the archaeological storage facility and its holdings and provide technical assistance in the long-term storage of archeological collections at City Hall. Funding for this retainer would come from the 2024 HPC Archaeology budget.

The Historic Preservation Commission reviewed this request at their January 24, 2024 meeting and recommend approval.

**RECOMMENDED MOTION:**

Move to allow the City Archives to enter a retainer with Renee Boen of Rapid City, South Dakota for professional services as related to the City’s archaeological collections. This retainer will not exceed \$5,000.00 and will come from the 2024 HPC Archaeology budget. This is a budgeted expenditure.



OFFICE OF  
 PLANNING, ZONING AND  
 HISTORIC PRESERVATION  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** February 5, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Surrender of CUP at 51, 53, 55 Sherman St

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A Conditional Use Permit for condominiums in the C – Commercial District for 51, 52, 55 Sherman Street was approved by the Deadwood Planning and Zoning commission on Wednesday, September 21, 2022, and the Deadwood Board of Adjustment on October 3, 2022.

On Friday, January 5, 2024, a request to surrender and remove the Conditional Use Permit was made by the owner of 51, 52, 55 Sherman Street. The Planning and Zoning Commission approved the surrender and removal of the Conditional Use Permit on Wednesday, January 17, 2024.

### **Recommended Motion:**

*Act as the Board of Adjustments and approve/deny formal request to surrender and remove Conditional Use Permit for the development of condominiums in the C – Commercial District at 51, 53, 55 Sherman Street previously approved by the Deadwood Planning and Zoning Commission on Wednesday, September 21, 2022, and the Deadwood Board of Adjustment on October 3, 2022.*

**From:** [Gerard Keating](#)  
**To:** [Kevin Kuchenbecker](#); [Tom Chvala](#); [Dena Sandidge](#)  
**Cc:** [Nicole Kreitel](#); [Alec Keating](#); [Paul Mendlik \(pmendlik@gmail.com\)](#); [Jan Chvala](#); [Janet Keating](#); [Tracy Chvala](#); [Bonny Anfinson](#); [Leah Blue-Jones](#); [Trent Mohr](#); [Jessica McKeown](#); [Roger Tellinghuisen](#); [Moshe Friedman](#)  
**Subject:** Re: Landmark Hotel - Condo CUP  
**Date:** Friday, January 5, 2024 11:24:31 AM  
**Attachments:** [image002.png](#)

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Good Morning Kevin,

I appreciate the update. Please accept this email as a formal request to remove the CUP.

Thank you for your help.

Gerard

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**From:** Kevin Kuchenbecker <kevin@cityofdeadwood.com>  
**Sent:** Friday, January 5, 2024 9:49 AM  
**To:** Gerard Keating <gerard@keatingresources.com>; Tom Chvala <tom@tcsquaredllc.com>; Dena Sandidge <dena@keatingresources.com>  
**Cc:** Nicole Kreitel <nicole@keatingresources.com>; Alec Keating <alec@keatingresources.com>; Paul Mendlik (pmendlik@gmail.com) <pmendlik@gmail.com>; Jan Chvala <jankrotterchvala@gmail.com>; Janet Keating <janetakeating@gmail.com>; Tracy Chvala <tracychvala@gmail.com>; Bonny Anfinson <Bonny@cityofdeadwood.com>; Leah Blue-Jones <leah@cityofdeadwood.com>; Trent Mohr <trent@cityofdeadwood.com>; Jessica McKeown <Jessica@cityofdeadwood.com>  
**Subject:** Landmark Hotel - Condo CUP

Gerard:

A Conditional Use Permit for condominiums in the C – Commercial District for 51, 53, 55 Sherman Street was approved by the Deadwood Planning and Zoning Commission on Wednesday, September 21, 2022 and the Deadwood Board of Adjustment on October 3, 2022.

The city currently has a set of plans which now indicate the upper floors will be a hotel/conference facility; therefore, we are assuming the desire would be to surrender or remove the current conditional use permit associate with this property. If this is indeed the direction you would wish to go, our office would need to have a formal request in writing for action to remove the CUP by the appropriate governing bodies.

If you have any questions, please feel free to reach out to me at your convenience. Thank you.

Kevin

[Kevin Kuchenbecker](#)  
 Planning, Zoning and  
 Historic Preservation Officer

Please like HP on  !!!



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<https://www.facebook.com/deadwoodhistoricpreservation/>

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