



# City Commission Regular Meeting Agenda

Monday, February 03, 2025 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 21, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for February 3, 2025.

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. Permission to accept resignation of part-time Lifeguard Austin Newson and Aiden Russell effective January 30, 2025.
- b. Permission to hire Emma Singer as part-time (up to 19 hours per week) lifeguard at \$16.50 per hour effective February 18, 2025, pending pre-employment screening.
- c. Permission to hire Tom Kruzel as full time-time Streets Equipment Operator at \$23.00 per hour (D13 rank) effective February 6, 2025 pending pre-employment screening.
- [d.](#) Permission to issue Request for Qualification for Real Estate Broker Services for the sale of real estate property for the City of Deadwood.
- [e.](#) Resolution 2025-07 Declare Surplus Property.
- [f.](#) Permission to hire Dakota Pump to replace the Pluma tank readout at a cost not to exceed \$2,932.31. (To be paid by Water repair line item.)
- g. Acknowledge date change for Wolfpack Working Dogs at the Event Complex from May 16-18, 2025 to May 9-11, 2025. (Originally approved by City December 16, 2024 and revision approved by Events Committee.)

- h. Permission to enter into contract Donald Toms as an independent contractor to index and transcribe Lawrence County Tax Records at a cost not to exceed \$8,000.00 (To be paid from HP Archives budget.)
- i. Permission to contract with Rene Boen for NAGPRA consultation and professional services for archaeological collections in the amount not to exceed \$5,000.00. (To be paid from HP Public Education.)
- j. Permission to contract with Bob Bozell from Omaha, NE for faunal analysis and final report for the Four-Points Archaeological Collection in the amount of \$2,500.00. (To be paid from HP Public Education line item.)
- k. Permission to approve change order #1 for foundation repair at 85 Charles Street for unforeseen work in the amount of \$12,800.00, bringing total cost to be \$94,451.00. (To be paid by HP Capital Assets line item.)
- l. Permission for City Archives to enter into a loan agreement with DHI for the loan of the Poker Alice hat from January 28, 2025 to December 31, 2030.
- m. Permission to pay Dakota Fluid Power for hydraulic repairs to ladder truck #5 in the amount of \$2,670.74. (To be paid by Fire repair line item.)

7. **Bid Items**

- a. Permission to advertise and set bid opening at 2:00 p.m. on March 13, 205 for RFP for Deadwood Event Complex Concessionaire with results presented on March 17, 2025.

8. **Public Hearings**

- a. Set public hearing on February 18 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Hills Canyon Inc., Deadwood Ice Cream Company, 673 Main Street.
- b. Set public hearing on February 18 for Mardi Gras Parade Route: Main Street closure from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, March 1, 2025.
- c. Set public hearing on February 18 for Monsters of Destruction Event: open container on Saturday, June 28 from 5:00 p.m. to 10:00 p.m. and Sunday, June 29 from noon to 10:00 p.m. at the Event Complex and waiver of user fees in lieu of surcharge on Friday, June 27 through Monday, June 30, 2025 at the Event Complex.
- d. Set public hearing on February 18 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 23, and noon to 10:00 p.m. on Saturday, May 24; street closure on Deadwood Street from Main Street to Pioneer Way from 8:30 a.m. on Friday, May 23 to 1:00 a.m. on Sunday, May 25, 2025. and closure of Siever Street (If needed) from 8:00 a.m. on Friday, May 23 to 11:00 p.m. on Saturday, May 24, 2025.

- e. Set public hearing on February 18 for Wednesday Night Concert Series at Outlaw Square: open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the following Wednesdays: May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 13, August 20 and August 27, 2025 and street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays.
- f. Set public hearing on February 18 for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 1, 2025.
- g. Set public hearing on February 20 for Wild Bill Days Event: open container in zones 1 and 2 on Friday, June 13 from 5:00 p.m. to 10:00 p.m. and noon to 10:00 p.m. on Saturday, June 14; special temporary beer and wine license for Outlaw Square on Friday, June 13 from 5:00 p.m. to 10:00 p.m., and Saturday, June 14 from noon to 10:00 p.m. at Outlaw Square; street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. on Thursday, June 12 to 3:00 a.m. on Sunday, June 15 and street closure on Siever Street from 6:00 a.m. on Friday, June 13 to 1:00 a.m. on Sunday, June 15, 2025.

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax BID 1-6.
- b. Second Reading of Ordinance #1418 Budget Supplement 1 for 2025.
- c. Permission for police department to purchase a 2021 Ford Explorer Police from Chicago Motors in an amount not to exceed \$25,500.00 and to allow a police officer to travel to IL and delivery vehicle back to SD. (To be paid by police equipment and travel line items.)
- d. Permission to approve the purchase (and allow Planning, Zoning and Historic Preservation Officer to sign all necessary documents) of the property described in Exhibit 1 (commonly referred to as the Deadwood Sign property on Highway 85) and Exhibit 2 (commonly referred to as the skate park) from the South Dakota Department of Transportation in the amount of \$779,000.00 (To be paid by Parking and Transportation reserves and BID 8 funding), and the sale of the property described in Exhibit 3 (commonly known as the Railroad Parking Lot) for the appraised value (to be completed within 60 days).
- e. Permission to sign five year lease for Caterpillar 926 14A Wheel Loader from Butler Machinery at a total cost of \$183,077.64 including trade-in of 2019 Caterpillar 918M. (To be paid by Streets equipment line item.)

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

- a. City Offices will be closed Monday, February 17, 2025 for President's Day.
- b. Raffle permit received from Main Street Initiative Promotions. Drawing will be held Friday, March 28, 2025.

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 21, 2025**

The Regular Session of the Deadwood City Commission convened on Tuesday, January 21, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. 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, Blake Joseph, Sharon Martinisko. Commissioner Charlie Struble-Mook was absent. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Joseph seconded to approve the minutes of January 6, 2025. Roll Call: Aye-All. Motion carried.

**APROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the January 21, 2025 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	111.54
ALBERTSON ENGINEERING	PROJECT	1,972.72
AMAZON CAPITAL	SUPPLIES	1,501.22
AVID4 ENGINEERING	SERVICE	1,687.50
BH CHEMICAL	SUPPLIES	3,141.42
BH COUNCIL	DUES	630.00
BH ENERGY	SERVICE	31,343.06
BH PIONEER	SERVICE	1,609.75
BH SPECIAL SERVICES	CLEANING	2,400.00
BLACKBURN FOUNDATION	PROJECT	3,172.20
BLACKSTRAP	ROAD SALT	5,215.00
BLUE-JONES, LEAH	REIMBURSEMENT	26.70
BOZELL, JOHN R.	PROJECT	2,500.00
CRAIG MATTSON	LOBBYIST	20,040.00
CULLIGAN	SUPPLIES	163.80
CURTIS BLUE LINE	UNIFORMS	14.68
DARK CANYON COFFEE	SUPPLIES	179.25
DEADWOOD CHAMBER	BILL LIST	93,979.91
DEADWOOD HISTORY	SERVICE	41,069.67
ECOLAB	SERVICE	182.25
FED EX	SHIPPING	18.93
FETTER, CHARLES	REIMBURSEMENT	30.00
FIRST INTERSTATE BANK	TIF #8	1,006.94
GALLS	UNIFORMS	17.69
GOLDEN WEST	SERVICE	28,443.26
GUNDERSON, PALMER, NELSON	SERVICE	3,907.56
HOMETOWN MANUFACTURING	SUPPLIES	107.40
INTERNATIONAL CODE COUNCIL	MEMBERSHIP	170.00
JACOBS WELDING	SERVICE	17.15
KING APPRAISALS	SERVICE	9,000.00
KONE CHICAGO	MAINTENANCE	564.03
KUBOTA LEASING	PAYMENT	5,004.64
LAWRENCE CO. REGISTER	SERVICE	30.00
LEAD-DEADWOOD SANITARY	SERVICE	19,964.93
LITTLE SPEARFISH CONSERVATION	GRANT	1,812.00
LOOKOUT PLAN + CODE	SERVICE	2,883.20
MID-STATES ORGANIZED CRIME	MEMBERSHIP	150.00
MIDWEST CONNECT	SUPPLIES	60.00
MIDWEST TAPE	SUPPLIES	194.31
MORRISON, RONDA	SERVICE	1,730.00
MS MAIL	SERVICE	30.00
NAMMINGA, LYNN	PROJECT	1,057.40
NHS OF THE BLACK HILLS	SERVICE	3,193.85
NORTHERN HILLS SPAS	SUPPLIES	90.00
NORTHERN TRUCK EQUIPMENT	SUPPLIES	1,215.25
QUADIENT FINANCE USA	POSTAGE	500.00
RASMUSSEN MECHANICAL	SERVICE	157.50
RCS CONSTRUCTION	PROJECT	23,450.00
S AND C CLEANERS	CLEANING	8,472.00
SANDER SANITATION	SERVICE	12,857.58
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD DEPT OF REVENUE	TAX	2,836.14
SD MUNICIPAL LEAGUE	SERVICE	210.00
SD PLANNERS ASSOCIATION	MEMBERSHIP	50.00
SD REDBOOK FUND	SUPPLIES	180.00
SDN COMMUNICATIONS	SERVICE	2,646.00
SODAK TITLE	SERVICE	120.00
SOUTH DAKOTA 811	SERVICE	70.56
SOUTHSIDE OIL	FUEL	32,297.12
SOUTHSIDE SERVICE	SERVICE	1,920.00
SQUARE 9 SOFTWARES	RENEWAL	1,069.37
STURGIS RESPONDER SUPPLY	SUPPLIES	138.92
SUMMIT SIGNS AND SUPPLY	SUPPLIES	225.00
SUNSHINE TOWING	SERVICE	1,500.00
TALLGRASS LANDSCAPE	PROJECT	8,070.00
THE CBE GROUP	SERVICE	142.09
THE CROSSINGS AT SPEARFISH	REFUND	800.00
TWIN CITY HARDWARE	SUPPLIES	106.95
TWIN CITY HARDWARE	GRANTS	449.80
TYLER TECHNOLOGIES	RENEWAL	20,158.23
VERIZON CONNECT FLEET USA	SERVICE	538.50
VIGILANT BUSINESS SOLUTION	SERVICE	1,238.10

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VISIONS HOME IMPROVEMENTS	PROJECT	10,000.00
WAREING BELLE FOURCHE	SERVICE	5,197.14
WAREING STURGIS	SUPPLIES	321.34
WELLMARK	INSURANCE	51,754.35
WEST RIVER TRAILER SALES	SUPPLIES	660.00
		Total \$512,162.26

**CONSENT**

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

- A. Permission to hire Olivia Weiler as full-time Parks Technician at \$19.00 per hour (D9 rank) effective January 27, 2025 pending pre-employment screening.
- B. Permission to move Jessica Tolar from half-time Library Assistant II to three-quarter time Library Assistant II remaining at \$17.15 per hour effective January 19, 2025.
- C. Permission to make 2025 budget allocation to Lobbyist Craig Matson in the amount of \$20,040.00. (To be paid by Bed and Booze line item.)
- D. Resolution 2025-05 Designating Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6.

**RESOLUTION NO. 2025-05  
DESIGNATING THE OFFICIAL NEWSPAPER FOR THE  
CITY OF DEADWOOD.**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approves that the Black Hills Pioneer shall be and the same is hereby designated as the official newspaper of the City of Deadwood for the term of January 1, 2025 to December 31, 2025.

Dated this 21st day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- E. Acknowledge refund of \$800.00 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for The Crossings at Spearfish Canyon LLC dba Dave's Deli Delights.
- F. Permission to pay software maintenance renewal with ESRI in an amount of \$19,195.00 for GIS software. (To be split between the departments using software.)
- G. Acknowledge City of Deadwood request to opt out of South Dakota Department of Transportation "Think" sign program under Policy DOT-OS-OT-6.1.
- H. Acknowledge withdrawal of an application for Conditional Use Permit for 20 Cliff Street legally described as Lots 1A, 1B & 1C a replat of Tract A, of vacated portion of Block 78 & part of Tract B of MS 207 all located in the City of Deadwood, Lawrence County, South Dakota and authorize reimbursement of application fees.
- I. Permission to hire the Branding Iron Bistro in Pierre, SD to cater the legislative lunch at the capital on January 24, 2025 in an amount not to exceed \$3,500. (To be paid from HP Public Education.)
- J. Permission for Mayor to sign contract with Kone, Inc. for Broadway Parking Structure Elevator Modernization/Cab-Entrance replacement. (Bid approved January 6, 2025.)
- K. Permission to reserve 50 parking spaces in the Miller Street Parking Lot on January 24, 2025 from 4:00 PM - 8:00 PM for an SDSTA banquet for \$350.00. (Recommendation from the Parking & Transportation Committee.)
- L. Permission to approve Northern Hills Taxi, LLC Taxi Business Application and transfer one (1) taxi license from Deadwood Cab Company, LLC to Northern Hills Taxi, LLC. (Recommendation from the Parking and Transportation Committee.)
- M. Permission to allow Deadwood Volunteer Fire Dept members Charles Fetter, John Beck, Mike Klamm, Sarah and Jeremy Van Tassel, Don Gifford and Anita Knipper to attend SDPA Pipeline Emergency Response Training in Rapid City on February 3, 2025 and Jeff Millard and Mike Runge on February 4, 2025 with use of city vehicles.
- N. Permission to pay Prairie Hill Transit in the amount of \$3,500.00 for annual contract for paratransit services. (To be paid by P & T professional services.)

**REGULAR MEETING, JANUARY 21, 2025****PUBLIC HEARINGS****St. Patrick's Day**

Public hearing was opened at 5:02 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Johnson moved, Martinisko seconded to approve open container in zones 1 and 2 on Friday, March 14 from 5:00 p.m. to 10:00 p.m. and Saturday, March 15 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 15 from noon until parade ends; street closure on Main Street from Wall Street to Pine Street at noon on Saturday, March 15 to 6:00 a.m. on Sunday, March 16; street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up Vendors on Saturday, March 15 from 10:00 a.m. to 6:00 a.m. on Sunday, March 16, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp and waiver of banner fees for sponsors on Saturday, March 15, 2025. Roll Call: Aye-All. Motion carried.

**Deadwood Blues Festival**

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. Randy Brown was present to answer questions. Commissioners Martinisko and Joseph thanked Mr. Brown on bringing an event not dependent on the Chamber. Hearing closed.

Joseph moved, Martinisko seconded to approve open container in zones 1 and 2 on Saturday, July 12 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 12 to 2:00 a.m. on Sunday, July 13 and street closure on Siever Street from 12:00 a.m. on Saturday, July 12 to 3:00 a.m. on Sunday, July 13, 2025. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Resolution**

Finance Officer McKeown spoke about the resolution. Pam Smith, Burlington Bunkhouse, asked about districts. McKeown spoke about the different districts. Martinisko moved, Johnson seconded to approve Resolution 2025-06 Levy BID 1-6 for 2025.

Planning, Zoning and Historic Preservation Officer Kuchenbecker asked about District 3, bed and breakfast. He believes bed and breakfast should be short term rentals. Joseph moved, Martinisko seconded to approve Resolution 2025-06 Levy BID 1-6 for 2025 and amend District 3. Kris Fenton, VFW, asked about voting. Mayor Ruth stated BID 1-6 is one bid board. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2025 - 06**

**RESOLUTION OF INTENT TO  
CONTINUE BUSINESS IMPROVEMENT DISTRICTS, AND  
ESTABLISH RATES FOR 2019 FOR BUSINESS IMPROVEMENT DISTRICTS**

**WHEREAS**, Business Improvement Districts Nos. 1-6 have been created and Business Improvement District Boards appointed since August of 1990 and re-appointed and continued through the current date; and

**WHEREAS**, such Business Improvement Districts Boards have recommended and the City Commission has accepted plans and occupation tax assessments for the calendar years 1991 through 2025; and

**WHEREAS**, the Business Improvement District Boards have recommended continuation of Business Improvement Districts Nos. 1, 2, 3, 4, 5, and 6 and have recommended the amount of the Business Improvement Tax Levy; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Deadwood that the City hereby declares its intent to continue Business Improvement Districts No. 1, 2, 3, 4, 5, and 6 with the boundaries of the Districts as follows:

Business Improvement District No. 1: All lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and lodging rooms located within the city limits of Deadwood, applied to all gaming

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devices and lodging rooms located in the city limits and affiliated with or have common ownership with any gaming establishments or property.

Business Improvement District No. 2: All other lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

Business Improvement District No. 3: All lodging establishments, and short term rentals within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

**BE IT FURTHER RESOLVED** that the City of Deadwood declares its intent to establish 2019 Occupation Tax Levies as follows:

1) The estimated monies to be raised by the Business Improvement Districts in 2025 is \$511,495.00; the estimated costs for the expenses, improvements, activities, and promotions within the Business Improvement Districts are as follows:

A. Business Improvement Districts No. 1, 2, 3, 4, 5, and 6:

Administrative and legal expenses	\$ 15,000.00
Deadwood Chamber of Commerce and Visitors Bureau - Marketing	\$ 440,495.00
Contingency	<u>\$ 56,000.00</u>
<b>TOTAL</b>	<b>\$ 511,495.00</b>

2) The imposition of the General Occupation Tax for the six Districts for 2025 shall be as follows:

- A. District No. 1: Tax at the rate of \$125.00 per year or \$6.25 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines. Lodging establishments shall pay \$75.00 per year per room or \$.25 per square foot per lodging units using three hundred (300) square feet for each room.
- B. District No. 2: Tax at the rate of \$50.00 per year or \$2.50 per square foot on twenty (20) square feet for each gaming device, slot machine, or table game, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.
- C. District No. 3: Tax at the rate of \$75.00 per year per room or \$.25 per square foot per year for lodging establishments using three hundred (300) square feet for each room.
- D. District No. 4: Tax at the rate of \$2,000.00 per year or \$100.00 per square foot for



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twenty (20) square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the city of Deadwood.

E. District No. 5: Tax at the rate of \$75.00 per year or \$3.75 per square foot on twenty (20) square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines.

F. District No. 6: inactive.

3) That the levies shall be billed and collected monthly by the City Finance Officer with the annual levy to be paid in monthly installments due on the 10<sup>th</sup> day of each month beginning with the first installment due in the Finance Office on January 10, 2025 with a fifteen (15%) percent late charge to be added for all past due charges.

4) That the taxes as set forth in paragraph 2 above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the first day of January, 2025 for the first six months of 2025, and as of the first day of July, 2025, for the second six months of 2025, with adjustments to be made for the licenses added or deleted on the first day of the month following the addition or deletion.

**BE IT FURTHER RESOLVED** that amounts raised from the imposition of the occupation taxes set forth above are projected to be in the amount of five hundred eleven thousand, four hundred ninety-five dollars (\$511,495.00)

**BE IT FURTHER RESOLVED** that first reading of an Ordinance #1415 will be before the City Commission of the City of Deadwood, South Dakota, on January 21 2205 at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the business occupation tax levy for 2025. The Deadwood Chamber of Commerce has given notice of the hearing to each occupant or user of space or property owner located in the proposed Districts.

Dated this 21st day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Second Reading

McKeown stated no changes between first and second reading. Martinisko moved, Johnson seconded to continue second reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax Bid 1-6. Roll Call: Aye-All. Motion carried.

Second Reading

Parking and Transportation Director Lux stated no changes between first and second reading. Martinisko moved, Joseph seconded to approve second reading of Ordinance #1316 Amending Chapter 13.04 Water Service System. Roll Call: Aye-All. Motion carried.

First Reading

McKeown stated ordinance is in conjunction with resolution 2025-06. Joseph moved, Johnson seconded to amend district 3 to state short term rentals. Joseph moved, Martinisko seconded to approve first reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax BID 1-6 as amended. (Continued from January 6, 2025.) Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the ordinance. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1418 Budget Supplement #1 for 2025. Roll Call: Aye-All. Motion carried.

Permission

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McKeown spoke about the project. Joseph moved, Johnson seconded to expend \$46,000.00 to the Deadwood Volunteer Fire Department for pay-per-call project. (To be paid from 2024 Fire Department Recruitment/Retention line item.) Roll Call: Aye-All. Motion carried.

Purchase

Public Works Director Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase up to 180 tons of Black Magic treated road salt at state bid of \$175.00 per ton from BlackStrap Inc. (To be paid by Streets supply budget.) Roll Call: Aye-All. Motion carried.

Agreement

Stalder spoke about the service. Martinisko moved, Joseph seconded to renew the annual service agreement with Rasmussen Mechanical in the amount of \$69,136.00 for preventative HVAC maintenance for the City of Deadwood public buildings. (To be paid by Public Buildings professional services line item.) Roll Call: Aye-All. Motion carried.

Permission

McKeown spoke about the purchase. Martinisko moved, Joseph seconded to allow fire department to order a 2025 Red Ford 550 on state bid pricing from White’s Canyon in an amount not to exceed \$60,000.00. (To be paid by Fire Truck reserve account. Budget supplement will be needed.) Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

- A. Raffle permit received from Deadwood History. Drawing will be held October 15, 2025.
- B. Raffle permit received from American Legion, Homestake Post 31, Lead and VFW Post 5969. Drawing will be held May 26, 2025.
- C. Holiday Parking Donations - Letters to request funding must be received by the Finance Officer no later than noon on January 30, 2025.

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**

Joseph moved, Martinisko seconded to adjourn the regular session at 5:27 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, February 3, 2025 at 5:00 p.m.

After coming out of executive session at 5:XX p.m., seconded to adjourn.

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

\_\_\_\_\_  
Jessica McKeown, Finance Officer  
Published once at the total approximate cost of \_\_\_\_\_

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

1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 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
01-5378	TAI-PAN, LLC	I-12/31/2024	101-3000-209	C.U.P./USE ON CUP APP WITHDRAWAL-20 CLIFF ST	000000	500.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 500.00
01-3223	QUICKTROPHY, LLC	I-131805	101-4111-426	SUPPLIES NAME TAG,DESK WEDGE- COMMIS.	000000	53.16
01-4625	FIB CREDIT CARDS	I-FINANCECCD12/31/24	101-4111-427	TRAVEL MTG. W' LEGISLATURE - COMM.	000000	110.00
		I-FINANCECCD12/31/24	101-4111-427	TRAVEL MTG. W' LEGISLATURE - COMM.	000000	92.73
				DEPARTMENT 111	COMMISSION	TOTAL: 255.89
01-1171	A & B BUSINESS SOLUTION	I-IN1228347	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	215.67
01-3877	MUTUAL OF OMAHA	I-001831975264	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
01-4317	VIGILANT BUSINESS SOLUT	I-3186	101-4142-422-01	CANNABIS BACK SCREENING	000000	67.25
01-4625	FIB CREDIT CARDS	I-FINANCECCD12/31/24	101-4142-426	SUPPLIES SUPPLIES FOR FIN. OFC.	000000	37.90
01-4711	AMAZON CAPITAL SERVICES	I-1CCG-JQDC-1FJ7	101-4142-426	SUPPLIES COFFEE MAKER,COFFEE,BINDRS-FIN	000000	228.46
				DEPARTMENT 142	FINANCE	TOTAL: 570.69
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 01/27/25	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	23.36
		I-NAT GAS 01/27/25	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	1,118.02
		I-NAT GAS 01/27/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	720.16
		I-NAT GAS 01/27/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	549.61
		I-NAT GAS 01/27/25	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,210.45
		I-NAT GAS 01/27/25	101-4192-428-07	UTILITIES - F FIRE HALL	000000	1,398.97
		I-NAT GAS 01/27/25	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	387.31
		I-NAT GAS 01/27/25	101-4192-428-09	UTILITIES - H HARCC	000000	678.94
		I-NAT GAS 01/27/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	658.98
		I-NAT GAS 01/27/25	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	342.85
		I-NAT GAS 01/27/25	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	7,231.29
		I-NAT GAS 01/27/25	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	1,367.39
		I-NAT GAS 01/27/25	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	446.09
		I-NAT GAS 01/27/25	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	84.22

1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 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	
01-0553	MONTANA DAKOTA UTILITIE	continued					
		I-NAT GAS 01/27/25	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,187.30	
		I-NAT GAS 01/27/25	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	1,033.22	
01-0578	WATERS HARDWARE						
		I-3222	101-4192-426	SUPPLIES DEX COOL ANTI FREEZE-AIR FR/PB	000000	26.98	
		I-3322	101-4192-426	SUPPLIES KICKDOWN DOOR STOPS/PB	000000	49.95	
		I-3396	101-4192-426	SUPPLIES BOLTS-SCREWS-ANTI FREEZE/PB	000000	46.73	
		I-3634	101-4192-425-04	REPAIRS - CIT V BELT 39"/PUB BLDGS	000000	16.99	
01-1003	VERIZON WIRELESS						
		I-6103271366	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	42.74	
01-1502	BLACK HILLS CHEMICAL						
		I-285613	101-4192-426	SUPPLIES BLEACH-FOAMY SOAP-TP-GARB BAGS	000000	558.36	
		I-285885	101-4192-426	SUPPLIES TOWEL-TP-GLVS-FOAMY-GARB/PB	000000	981.51	
01-1558	ECOLAB PEST ELIMINATION						
		I-2938218	101-4192-422-04	PROFESSIONAL EXTERIOR INSECTS SPRAY/CITY HA	000000	465.00	
01-1626	SERVALL UNIFORM AND LIN						
		I-01/07/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1007971	000000	41.94	
		I-01/07/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1007973	000000	92.01	
		I-01/07/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/1007972	000000	106.00	
		I-01/07/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1007954	000000	41.71	
		I-01/07/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1007956	000000	39.03	
		I-01/09/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1009296	000000	196.86	
		I-01/09/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1009297	000000	270.62	
		I-01/09/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1009295	000000	79.83	
		I-01/09/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1009294	000000	39.78	
		I-01/21/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1013404	000000	41.94	
		I-01/21/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1013406	000000	92.01	
		I-01/21/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/ 1013405	000000	106.00	
		I-01/21/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1013389	000000	41.71	
		I-01/21/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1013391	000000	39.03	
		I-01/23/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1014562	000000	196.86	
		I-01/23/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1014563	000000	270.62	
		I-01/23/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1014561	000000	79.83	
		I-01/23/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1014560	000000	39.78	
01-3342	RASMUSSEN MECHANICAL SE						
		I-SRV119298	101-4192-422-02	PROFESSIONAL TROUBLESHOOT FAN COILS/AD MUS	000000	356.25	
		I-SRV119464	101-4192-425-02	REPAIRS - ADA REPL HEATING VALVE/ADAMS MUS	000000	684.00	
01-3421	S AND C CLEANERS						
		I-01/29/25 INV 152	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00	
		I-01/29/25 INV 152	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00	
		I-01/29/25 INV 152	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00	
		I-01/29/25 INV 152	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00	

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 PACKET: 06940 COMBINED - 2/4/25  
 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
01-3421	S AND C CLEANERS	continued				
		I-01/29/25 INV 152	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-01/29/25 INV 152	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-01/29/25 INV 292	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-01/29/25 INV 292	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-01/29/25 INV 292	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-01/29/25 INV 292	101-4192-422-06	PROFESSIONAL- SNOW CROSS	000000	162.00
01-3838	BLUEPEAK					
		I-TELEPHONE 01/16/25	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	45.50
		I-TELEPHONE 01/16/25	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	445.56
		I-TELEPHONE 01/16/25	101-4192-428-07	UTILITIES - F FIRE HALL	000000	511.64
		I-TELEPHONE 01/16/25	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	233.14
		I-TELEPHONE 01/16/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	227.07
		I-TELEPHONE 01/16/25	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	82.99
		I-TELEPHONE 01/16/25	101-4192-428-14	UTILITIES - S STREET SHOP	000000	50.00
		I-TELEPHONE 01/16/25	101-4192-428-06	UTILITIES - D DAYS OF '76	000000	106.09
		I-TELEPHONE 01/16/25	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
01-3877	MUTUAL OF OMAHA					
		I-001831975264	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63
01-4057	VIEHAUSER ENTERPRISES,					
		I-56346	101-4192-425-04	REPAIRS - CIT REKEY LOCK CYLS/CITY HALL	000000	87.50
		I-56346	101-4192-422-08	PROFESSIONAL- REKEY LOCK CYLS/HISTORY	000000	87.50
		I-56536	101-4192-422-08	PROFESSIONAL- INSTALL LOCK-DEADBOLT-KEYS/HIS	000000	874.88
01-4625	FIB CREDIT CARDS					
		I-12/31/24 PUB BLDGS	101-4192-433-04	IMPROVEMENTS- CABINETS-BACKSPLASH/CITY HALL	000000	1,658.69
		I-12/31/24 PUB BLDGS	101-4192-433-04	IMPROVEMENTS- CABINETS-BACKSPLASH/CITY HALL	000000	1,383.11
		I-12/31/24 PUB BLDGS	101-4192-433-04	IMPROVEMENTS- CABINETS-BACKSPLASH/CITY HALL	000000	1,743.32
01-4711	AMAZON CAPITAL SERVICES					
		I-INF4-RNNH-PWVT	101-4192-426-04	SUPPLIES - CI PAPER PLATES - CITY HALL	000000	14.55
		I-INF4-RNNH-DFLQ	101-4192-426-04	SUPPLIES - CI DESCALR, PPR BOWLS, TRAYS-KITCHN	000000	36.55
01-4957	ONSITE FIRST AID, LLC					
		I-4977	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	85.90
		I-4978	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	23.85
		I-4979	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	117.55
		I-4980	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	60.75
		I-4981	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	51.85
		I-4982	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	68.75
01-5010	STALDER, LORNIE					
		I-MENARDS 12/20/24	101-4192-433-04	IMPROVEMENTS- MENARDS BALANCE PAYMENT/PB	000000	128.05
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	40,255.65

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 PACKET: 06940 COMBINED - 2/4/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 193 COMPUTER SERVICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4946	CIVICPLUS LLC					
		I-322949	101-4193-422	PROFESSIONAL MUNICODE MTGS ANNUAL RENEWAL	000000	1,200.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,200.00
01-1826	FIRST NET					
		I-287304791844012325	101-4210-422	PROFESSIONAL MDT POLICE CARS - JAN.	000000	240.24
01-3877	MUTUAL OF OMAHA					
		I-001831975264	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	105.60
01-4195	MARCO					
		I-38337358	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	168.90
01-4317	VIGILANT BUSINESS SOLUT					
		I-3186	101-4210-422	PROFESSIONAL SCREENING	000000	82.25
01-4625	FIB CREDIT CARDS					
		I-POLICECCD 12/31/24	101-4210-431	SHOP WITH A C SHOP WITH A COP SUPPLIES/ PD	000000	1,033.41
		I-POLICECCD 12/31/24	101-4210-427	TRAVEL EMT REFRESHER COURSE/ PAPOUSEK	000000	50.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1GFR-GY3X-QXK4	101-4210-426	SUPPLIES POWER STRIP, DOCMT HOLDER-PD	000000	38.99
		I-1RNK-4CM6-HWQL	101-4210-435	FURNITURE 6 TIER CORNER SHELF - POLICE	000000	108.98
		I-1WNH-KKLH-CHLD	101-4210-426	SUPPLIES HANGING FILE ORGANIZER- PD	000000	20.90
01-5034	STURGIS RESPONDER SUPPL					
		I-1047	101-4210-426	SUPPLIES UNIFORM NAME BARS - POLICE	000000	54.90
		I-1068	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	189.95
		I-1078	101-4210-426	SUPPLIES UNIFORM PANTS & HEMMING - PD	000000	82.99
				DEPARTMENT 210 POLICE	TOTAL:	2,177.11
01-2685	CREATIVE PRODUCT SOURCI					
		I-161983	101-4211-426	5TH GRADE DAR TEE SHIRTS - 5TH GRADE DARE	000000	451.82
				DEPARTMENT 211 DARE 5TH GRADE	TOTAL:	451.82
01-0578	WATERS HARDWARE					
		I-3615	101-4221-426	SUPPLIES DESKTOP CALENDAR - FIRE DEPT	000000	15.98
01-1171	A & B BUSINESS SOLUTION					
		I-IN1226917	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	122.20
01-1653	AUTO VALUE CENTRAL CITY					
		I-832045142	101-4221-425	REPAIRS MINI STICK-ONS - FIRE DEPT	000000	4.49

PACKET: 06940 COMBINED - 2/4/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1653	AUTO VALUE CENTRAL CITY	continued					
		I-832045582	101-4221-426	SUPPLIES 3 DIESEL WINTER RESCUE - FIRE	000000	53.97	
		I-832046083	101-4221-426	SUPPLIES V - BELT - FIRE DEPT	000000	53.37	
01-2594	DEADWOOD FIRE DEPARTMEN						
		I-01/13/2025	101-4221-430	VOLUNTEER CAL 2024 PAY PER CALL PROJECT/FIRE	000000	46,000.00	
		I-1/28/25 REIMBS.	101-4221-422	PROFESSIONAL REIMBS.ZENWORK-1099 FILINGS	000000	58.62	
01-3101	KNOX COMPANY						
		I-INV-KA-367855	101-4221-434	MACHINERY/EQU KEY BOXES-LADDER#5,TRK#4/FIRE	000000	2,316.00	
01-3877	MUTUAL OF OMAHA						
		I-001831975264	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60	
01-3977	ACE HARDWARE OF LEAD						
		I-040573	101-4221-426	SUPPLIES 40 LB BAG ICE MELT - FIRE DPT	000000	71.96	
01-4821	MACQUEEN EMERGENCY						
		I-P42434	101-4221-434	MACHINERY/EQU EXTENDER ENDCAPS,BELT - FIRE	000000	168.97	
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 48,872.16	
01-1003	VERIZON WIRELESS						
		I-6103271366	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97	
01-1668	ESRI						
		I-94881103	101-4232-422	PROFESSIONAL ARCGIS PUB BLDNGS	000000	580.00	
01-1818	COLORADO CHAPTER ICBO						
		I-A8D554D9-0001	101-4232-427	TRAVEL 2025 CCICC ED INST REGIST/BI	000000	450.00	
01-3877	MUTUAL OF OMAHA						
		I-001831975264	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60	
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,063.57	
01-0578	WATERS HARDWARE						
		I-3163	101-4310-426	SUPPLIES 4 PK BLK FINE PT MARKER/STRTS	000000	5.49	
		I-3286	101-4310-426	SUPPLIES BOLTS AND SCREWS/STREETS	000000	17.40	
		I-3524	101-4310-426	SUPPLIES ALKALINE-LANTERN BATTERY/STRTS	000000	163.39	
01-1003	VERIZON WIRELESS						
		I-6103271366	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	25.58	
01-1171	A & B BUSINESS SOLUTION						
		I-IN1226869	101-4310-424	RENTALS CONTRACT BASE RATE/STREETS	000000	83.14	

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 PACKET: 06940 COMBINED - 2/4/25  
 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
01-1348	FLOYD'S TRUCK CENTER, I					
		I-R201047904:01	101-4310-425	REPAIRS	2014 FREIGHTLINER REPAIRS/STRT 000000	1,918.31
		I-X201158892:01	101-4310-425	REPAIRS	RADIATOR CORE-TANK/STRTS 000000	1,653.58
01-1357	GREAT WESTERN TIRE-RC					
		I-1-280933	101-4310-425	REPAIRS	LG BORE STEM ASSY-REPAIRS/STRT 000000	175.45
01-1653	AUTO VALUE CENTRAL CITY					
		I-832044893	101-4310-426	SUPPLIES	HEX CAP-HEX NUT-TOP LOCK/STRTS 000000	7.02
		I-832045172	101-4310-426	SUPPLIES	TURN SIGNAL LIGHT/STREETS 000000	2.84
		I-832045177	101-4310-426	SUPPLIES	HOSE FITTING-4000 PSI HYD/STRT 000000	42.03
		I-832045683	101-4310-426	SUPPLIES	(18) -35 ALL SEASON/STREETS 000000	59.22
		I-832045798	101-4310-426	SUPPLIES	SMALL SQUARE-COMMAND RED/STRTS 000000	349.86
		I-832045828	101-4310-426	SUPPLIES	COMMAND RED-DIGITAL-PREM/STRTS 000000	150.40
		I-832046011	101-4310-426	SUPPLIES	DIESEL EXHAUST FLUID/STRTS 000000	77.94
01-1668	ESRI					
		I-94881103	101-4310-422	PROFESSIONAL	ARCGIS STREETS 000000	460.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2017660	101-4310-426	SUPPLIES	CABLE-CHOKE/PARKS 000000	12.49
01-3438	BLACKSTRAP, INC.					
		I-152860	101-4310-426	SUPPLIES	25.16 TON BL MAGIC RD SALT/STR 000000	4,403.00
		I-153132	101-4310-426	SUPPLIES	29.89 TONS BL MAGIC RD SALT/ST 000000	5,230.75
01-3877	MUTUAL OF OMAHA					
		I-001831975264	101-4310-415	GROUP INSURAN	LIFE INSURANCE 000000	34.43
01-4085	TAPCO					
		I-1783634	101-4310-426	SUPPLIES	(10) ORNG 6' SNOW POLES/STRTS 000000	447.71
01-4625	FIB CREDIT CARDS					
		I-12/31/24 PUB BLDGS	101-4310-426	SUPPLIES	MAKEVIDEODEZ.COM/STRTS 000000	5.99-
01-4711	AMAZON CAPITAL SERVICES					
		I-17NW-CXJK-996Y	101-4310-426	SUPPLIES	EXPANDABLE POLY FILE/STRTS 000000	4.83
		I-1N6X-VXR6-HRCV	101-4310-426	SUPPLIES	RUBBER BUMPERS/STRTS 000000	70.52
01-4860	WEST RIVER TRAILER SALE					
		I-11041	101-4310-425	REPAIRS	REC BRACKET-GEAR MTR AUGER/STR 000000	1,989.97
01-5310	WAREING BELLE FOURCHE					
		I-6016807/1	101-4310-425	REPAIRS	REPAIRS 2017 DURANGO/STRTS 000000	2,129.81
					DEPARTMENT 310 STREETS	TOTAL: 19,509.17

01-0563 RCS CONSTRUCTION



1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 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
01-0563	RCS CONSTRUCTION	continued				
		I-PAYAPP13F/11-20-24	101-4520-422-01	PROF SERV- FE PAYAPP#13F-WHTWD CRK RSTR-BID1	000000	408,340.60
01-0578	WATERS HARDWARE					
		I-3459	101-4520-426	SUPPLIES AVALANCHE SNOW BRUSH/PARKS	000000	39.99
		I-3570	101-4520-426	SUPPLIES ZN J BOLT/PARKS	000000	4.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN1228936	101-4520-424	RENTALS CONTRACT BASE RATE/PARKS	000000	153.42
01-1424	SOUTHSIDE SERVICE					
		I-0061648	101-4520-425	REPAIRS TRAILER TIRE REPAIR/PARKS	000000	35.00
01-1502	BLACK HILLS CHEMICAL					
		I-285111A	101-4520-426	SUPPLIES ORANGE NITRILE GLOVES/PARKS	000000	319.84
01-1653	AUTO VALUE CENTRAL CITY					
		I-832044880	101-4520-426	SUPPLIES 1/2" FF COUPLER 12 FO/PARKS	000000	71.95
		I-832045886	101-4520-426	SUPPLIES UNIVERSAL C.B.I/PARKS	000000	7.49
01-2069	BARCO PRODUCTS					
		I-INVRCO30716	101-4520-426	SUPPLIES MEMORIAL BENCH-NEEDLES/PARKS	000000	1,341.01
01-3836	MID-AMERICAN RESEARCH C					
		I-0838229-IN	101-4520-426	SUPPLIES GLASS CLNR-PROGUARD-SPRAY/PARK	000000	469.30
01-3877	MUTUAL OF OMAHA					
		I-001831975264	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	40.59
01-4317	VIGILANT BUSINESS SOLUT					
		I-3186	101-4520-422	PROFESSIONAL SCREENING	000000	140.75
01-4625	FIB CREDIT CARDS					
		I-12/31/24 PUB BLDGS	101-4520-426	SUPPLIES HI-VIZ SAFETY WEAR/PARKS	000000	179.45
01-4711	AMAZON CAPITAL SERVICES					
		I-117C-JC6M-V9VT	101-4520-426	SUPPLIES HOSE NOZZLE-WRENCH ORG/PARKS	000000	193.14
		I-17NW-CXJK-996Y	101-4520-426	SUPPLIES LEMONHEADS/PARKS	000000	27.99
01-5165	BLACK HILLS COLLISION P					
		I-5705c080	101-4520-425	REPAIRS PKS DMG MIRROR-SCHEURERHBERAND	000000	187.33
					DEPARTMENT 520 PARKS	TOTAL: 411,552.84
01-1668	ESRI					
		I-94881103	101-4640-422	PROFESSIONAL ARCGIS P&Z	000000	705.00
01-1786	PETTY CASH/HISTORIC PRE					

PACKET: 06940 COMBINED - 2/4/25  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 640 PLANNING AND ZONING  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1786	PETTY CASH/HISTORIC PRE		continued			
		I-123124	101-4640-422	PROFESSIONAL LC REG OF DEEDS RECORDNING FEE	000000	13.00
01-3314	CENTURY BUSINESS PRODUC					
		I-769152	101-4640-426	SUPPLIES KYOCERA 4054CI	000000	102.20
01-3877	MUTUAL OF OMAHA					
		I-001831975264	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4625	FIB CREDIT CARDS					
		I-123124	101-4640-422	PROFESSIONAL LC REG OF DEEDS	000000	118.00
01-4711	AMAZON CAPITAL SERVICES					
		I-17NW-CXJK-996Y	101-4640-426	SUPPLIES LABELS FOR BANNER PERMITS/P&Z	000000	17.10
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 961.90
FUND 101 GENERAL FUND						TOTAL: 527,370.80

PACKET: 06940 COMBINED - 2/4/25

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	
01-1171	A & B BUSINESS SOLUTION	I-IN1226927	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	73.03	
01-1561	LIBRARY JOURNAL	I-01/28/25	206-4550-422	PROFESSIONAL SUBSCRIPTION - P. BROWN/ LIBR.	000000	99.00	
01-1562	MIDWEST TAPE, LLC	I-506586707	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.99	
01-3877	MUTUAL OF OMAHA	I-001831975264	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29	
					DEPARTMENT 550 LIBRARY	TOTAL:	203.31
					FUND 206 LIBRARY FUND	TOTAL:	203.31

1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 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
01-1333	DEADWOOD ELECTRIC	I-23294	209-4510-425	REPAIRS REPLACE FLUOR-LED BULBS/REC	000000	1,183.11
01-1502	BLACK HILLS CHEMICAL	I-285093A	209-4510-426	SUPPLIES ECOCLEAN 30% VINEGAR/REC CENT	000000	30.75
		I-285094	209-4510-426	SUPPLIES (49) SOFTNER SALT/REC CENTER	000000	539.00
		I-285953	209-4510-426	SUPPLIES SHAMPOO-TP-GLS CLNR-TOWEL/REC	000000	355.69
01-1558	ECOLAB PEST ELIMINATION	I-7198977	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	106.67
01-2056	LIFE FITNESS LLC	I-7885265	209-4510-434	MACHINERY/EQU WEIGHT-EXERCISE EQUIPMENT/REC	000000	52,713.11
		I-7886269	209-4510-434	MACHINERY/EQU WEIGHT-EXERCISE EQUIPMENT/REC	000000	9,898.66
01-2645	HAWKINS INC	I-6964438	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	1,285.49
01-3836	MID-AMERICAN RESEARCH C	I-0838358-IN	209-4510-426	SUPPLIES DISINF-BACT-URON-FLR CLNR/REC	000000	810.95
01-3877	MUTUAL OF OMAHA	I-001831975264	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	25.25
01-4625	FIB CREDIT CARDS	I-12/31/24 PUB BLDGS	209-4510-422	PROFESSIONAL IFIT SUBSCRIPTION/REC CENTER	000000	41.42
		I-12/31/24 PUB WORKS	209-4510-426	SUPPLIES CASE OF 7 OZ CUPS/REC CENTER	000000	116.89
01-4711	AMAZON CAPITAL SERVICES	I-1N6X-VXR6-XXQP	209-4510-426	SUPPLIES WATER DUMBBELLS/REC CENTER	000000	20.99
		I-1VJF-X946-34QX	209-4510-426	SUPPLIES WATER WEIGHTS/REC CENTER	000000	179.08
					DEPARTMENT 510 REC CENTER	TOTAL: 67,307.06
					FUND 209 BED & BOOZE FUND	TOTAL: 67,307.06

PACKET: 06940 COMBINED - 2/4/25

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-01/27/2025	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQUARE 000000	63,000.00
DEPARTMENT 630 BID #9						TOTAL: 63,000.00
FUND 211 BID #9						TOTAL: 63,000.00

PACKET: 06940 COMBINED - 2/4/25

VENDOR SET: 01

FUND : 212 BID #8

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-01/14/2024	212-4630-423	MARKETING BID#8 GROUP SLS-1/14 BILL LIST	000000	5,959.04
01-3602	DEADWOOD GAMING ASSOCIA	I-01/30/2025	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
01-4841	MILE UP MARKETING SOLUT	I-1686	212-4630-423	MARKETING BID #8 - TRAILS	000000	268.68
					DEPARTMENT 630 BID 8	TOTAL: 16,227.72
					FUND 212 BID #8	TOTAL: 16,227.72

PACKET: 06940 COMBINED - 2/4/25

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-011525	215-4572-215	VISITOR MGMT MARKETING & INFO CENTER	000000	17,500.00	
		I-011525	215-4572-210	VISITOR MGMT MARKETING & INFO CENTER	000000	5,608.10	
		I-123124	215-4572-210	VISITOR MGMT 2024 PASSPORT PROGRAM	000000	500.00	
01-4625	FIB CREDIT CARDS						
		I-123124	215-4572-235	VISITOR MGMT WOODEN WINDOW SAMPLE	000000	229.64	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	23,837.74
01-1495	GAYLORD BROS.						
		I-2892162	215-4573-335	HIST. INTERP. RECORD STORAGE CARTON	000000	803.93	
01-1668	ESRI						
		I-94881103	215-4573-340	HIST. INTERP. ARCGIS HP	000000	10,915.00	
01-1786	PETTY CASH/HISTORIC PRE						
		I-123124	215-4573-335	HIST. INTERP. HEATER	000000	35.00	
01-2014	TOMS, DON						
		I-010625	215-4573-335	HIST. INTERP. 2010.03.14.63 TOWN LOTS PT 1	000000	600.00	
01-3314	CENTURY BUSINESS PRODUC						
		I-769151	215-4573-335	HIST. INTERP. KYOCERA 3051CI	000000	23.65	
01-3584	FASSBENDER COLLECTION						
		I-011025	215-4573-335	HIST. INTERP. 2025 COLLECTION OPERATIONS	000000	20,000.00	
01-4625	FIB CREDIT CARDS						
		I-123124	215-4573-335	HIST. INTERP. EBAY POSTCARDS, KNOXBOX, ADOBE	000000	1,325.38	
01-4894	ASSOCIATION OF STATE FL						
		I-010125	215-4573-325	HIST. INTERP. AGENCY PRTRN APPL 2025	000000	300.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	34,002.96
01-0553	MONTANA DAKOTA UTILITIE						
		I-NAT GAS 01/27/25	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	168.33	
01-1529	LAWRENCE CO. TREASURER						
		I-30025-07400-130-00	215-4575-505-04	85 CHARLES ST #30025-07400-130-00,85 CHARLES	000000	640.00	
01-4739	WATERS HARDWARE-HP PAIN						
		C-3496	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	44.59-	
		I-3485	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	44.59	
		I-3497	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	66.90	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	875.23

1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1529	LAWRENCE CO. TREASURER					
		I-30025-04000-200-00	215-4577-815	HP CAPITAL AS #30025-04000-200-00,142 SHERMA	000000	1,217.50
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2024-219	215-4577-705	CAPITAL ASSET CONSTRUCTION ADMIN OCT-DEC	000000	815.00
01-5038	BRITE IDEAS LLP					
		I-202413	215-4577-760	CAPITAL ASSET (35) 14" ACRYLIC GLOBES/HP CAP	000000	2,488.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						4,520.50
01-0475	DEADWOOD CHAMBER & VISI					
		I-7557	215-4641-427	TRAVEL TOURISM CONF-SPLIT TRAVEL EXP	000000	2,500.00
01-1003	VERIZON WIRELESS					
		I-6103271366	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1786	PETTY CASH/HISTORIC PRE					
		I-123124	215-4641-426	SUPPLIES COFFEE & PAPER TOWELS	000000	33.32
01-1827	MS MAIL					
		I-14997	215-4641-423	PUBLISHING JANUARY NEWSLETTER	000000	708.60
01-3223	QUICKTROPHY, LLC					
		I-128091	215-4641-426	SUPPLIES NAMEPLATES - KNIPPER & ALLEN	000000	59.97
01-3314	CENTURY BUSINESS PRODUC					
		I-769152	215-4641-426	SUPPLIES KYOCERA 4054CI	000000	122.20
01-3605	JOHNSON, MICHAEL FR.					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	254.60
01-3667	BERBERICH DESIGN					
		I-001	215-4641-422	PROFESSIONAL WAYFINDING HWY 85	000000	536.82
01-3802	PEARSON, TRAVIS					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	86.00
01-3877	MUTUAL OF OMAHA					
		I-001831975264	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4113	SANFORD, TY					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	86.00
01-4114	MOSHER, ANDREW					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	340.60
01-4625	FIB CREDIT CARDS					



PACKET: 06940 COMBINED - 2/4/25

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
01-4625	FIB CREDIT CARDS		continued			
		I-123124	215-4641-427	TRAVEL MEALS, LEGISLATURE MTNG	000000	180.25
		I-123124	215-4641-422	PROFESSIONAL AZURE PMNTS	000000	861.46
01-4896	NUCKLES, LES					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	86.00
01-4897	FOGLE, JAKE					
		I-012725	215-4641-427	TRAVEL TRAVEL REIMB 2025 TOURISM	000000	86.00
01-4946	CIVICPLUS LLC					
		I-322949	215-4641-422	PROFESSIONAL MUNICODE MTGS ANNUAL RENEWAL	000000	1,200.00
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 7,208.23
					FUND 215 HISTORIC PRESERVATION	TOTAL: 70,444.66

PACKET: 06940 COMBINED - 2/4/25

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
01-5307	THE HANDY MAN	I-2055	216-1310	DUE FROM OTHE 9 SHINE EMRICK	000000	9,461.30
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 9,461.30
01-5051	SODAK TITLE	I-OE-0006-25	216-4653-960	CLOSING CO 51 HIGHLAND BAILEY	000000	120.00
		I-OE-0009-25	216-4653-960	CLOSING CO 23 1/2 HIGHLAND WESTENDORF	000000	120.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 240.00
				FUND 216	REVOLVING LOAN	TOTAL: 9,701.30

1/31/2025 3:38 PM  
 PACKET: 06940 COMBINED - 2/4/25  
 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
01-0578	WATERS HARDWARE	I-3670	602-4330-426	SUPPLIES (3) MIP CONNECTOR/WATER	000000	17.97
01-0782	JACOBS PRECISION WELDIN	I-31563	602-4330-425	REPAIRS FASTENERS-COUPLINGS/WATER	000000	6.33
01-0828	USA BLUEBOOK	I-INV00578182	602-4330-426	SUPPLIES 4" FEM SHANK BALL-GASKET/WTR	000000	74.25
01-1003	VERIZON WIRELESS	I-6103271366	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6103271366	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6103271366	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6103271366	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	47.74
		I-6103271366	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	42.74
01-1171	A & B BUSINESS SOLUTION	I-IN1226869	602-4330-424	RENTALS CONTRACT BASE RATE/WATER	000000	83.14
01-1365	SD PUBLIC HEALTH LAB	I-10619381	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	60.00
01-1653	AUTO VALUE CENTRAL CITY	C-832044302	602-4330-426	SUPPLIES HZ BATTERY CORE/WATER	000000	36.66-
01-1668	ESRI	I-94881103	602-4330-422	PROFESSIONAL ARCGIS WATER	000000	810.00
01-1827	MS MAIL	I-14997-A	602-4330-426	SUPPLIES UTIL BILLS MAILING-JAN FOR DEC	000000	407.96
01-3877	MUTUAL OF OMAHA	I-001831975264	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
01-4711	AMAZON CAPITAL SERVICES	I-17NW-CXJK-996Y	602-4330-426	SUPPLIES EXPANDABLE POLY FILE/WATER	000000	4.84
01-4721	TOWEY DESIGN GROUP INC.	I-25-1109	602-4330-422	PROFESSIONAL RAILRD AVE WTR MAIN EXT/WTR	000000	14,712.15
					DEPARTMENT 330 WATER	TOTAL: 16,578.37
					FUND 602 WATER FUND	TOTAL: 16,578.37

PACKET: 06940 COMBINED - 2/4/25

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	BLUEPEAK					
		I-PHONE 01/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	171.23
		I-PHONE 01/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	44.62
		I-PHONE 01/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	0.00
01-4625	FIB CREDIT CARDS					
		I-123124	607-4580-422	PROFESSIONAL AZURE PMNTS	000000	861.45
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 1,077.30
					FUND 607 HISTORIC CEMETERIES	TOTAL: 1,077.30

PACKET: 06940 COMBINED - 2/4/25

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5377	KRALING, MAREN DALE	I-20250122	610-3360-532	PARKING FINE REFUND CITATION 1155784/P&T	000000	75.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	75.00
01-1003	VERIZON WIRELESS	I-6103271366	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6103271366	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	128.22
01-3667	BERBERICH DESIGN	I-005	610-4360-422	PROFESSIONAL PARKING-TRAIL SIGNAGE/P&T	000000	3,327.96
01-3877	MUTUAL OF OMAHA	I-001831975264	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4625	FIB CREDIT CARDS	I-FINANCECCD12/31/24	610-4360-426	SUPPLIES POSTAGE FOR TRK TITLE - P&T	000000	9.68
01-4766	IPS GROUP INC	I-INV106317	610-4360-422	PROFESSIONAL LPR ENF ANN FEES 2/2024-1/2025	000000	3,375.00
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	6,903.97
01-0578	WATERS HARDWARE	I-3607	610-4361-426	SUPPLIES SPR ADHESIVE-ICE MELT/TROLLEY	000000	46.97
		I-3774	610-4361-426	SUPPLIES DECK MOP=ANGLE BROOM/TROLLEY	000000	39.97
01-1272	PRAIRIE HILLS TRANSIT	I-17215	610-4361-422	PROFESSIONAL 2025 PARATRANSIT SRVC CONT/TRO	000000	3,500.00
01-1543	ZEP SALES & SERVICE	I-9010698886	610-4361-426	SUPPLIES HVY DUTY HAND CLEANER/TROLLEY	000000	120.17
01-1668	ESRI	I-94881103	610-4361-422	PROFESSIONAL ARCGIS TROLLEY	000000	5,725.00
01-2427	HOMETOWN MANUFACTURING	I-INV52	610-4361-426	SUPPLIES DOOR ROCKER ON-OFF/TROLLEY	000000	73.75
01-2889	ATCO INTERNATIONAL	I-I0639212	610-4361-426	SUPPLIES ARMOREX/TROLLEY	000000	207.50
01-3877	MUTUAL OF OMAHA	I-001831975264	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4625	FIB CREDIT CARDS	I-123124	610-4361-422	PROFESSIONAL AZURE PMNTS- TROLLEY	000000	861.45

PACKET: 06940 COMBINED - 2/4/25

VENDOR SET: 01

Section 4 Item a.

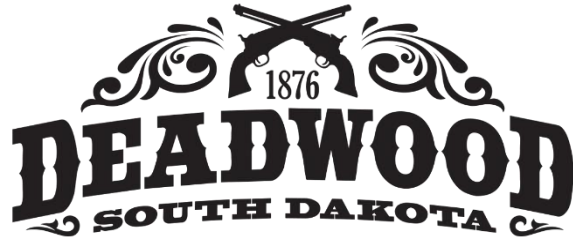
FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS		continued			
		I-FINANCECCD12/31/24	610-4361-426	SUPPLIES GIFT CARD- ILLNESS -	TROLLEY 000000	75.00
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	10,659.71
01-3838	BLUEPEAK					
		I-TELEPHONE 01/16/25	610-4362-428	UTILITIES PARKING RAMP	000000	166.03
01-3877	MUTUAL OF OMAHA					
		I-001831975264	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	172.63
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	17,811.31
					REPORT GRAND TOTAL:	789,721.83



**REQUEST FOR PROPOSALS**  
**REAL ESTATE BROKER SERVICES:**  
*Sale of real property owned by City of Deadwood*

## OVERVIEW

The City of Deadwood is seeking proposals from real estate brokers/firms within the Deadwood City Limits to sell a property located within the City of Deadwood. It is the intent of this Request for Proposal (RFP) to have the successful broker/firm, enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

## LAND DESCRIPTION

The following property is proposed to be sold:

Tax ID Number: 30230-00000-010-10, City of Deadwood, 1.88 acres,  
Zoned Commercial Highway

Legally described as: DEADWOOD RESORT LOT 1A BEING A PORTION OF THE REPLAT OF DEADWOOD RESORT LOTS 1 AND 2, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ALL LOCATED IN THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE BLACK HILLS MERIDEAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

Unique characteristics: The property is currently improved with a 28,055 SF Convention Center that is attached to The Lodge at Deadwood Resort. The convention center is owned by the City of Deadwood, and leased to Deadwood Resort, LL. It has access from Highway 85 via Pine Crest Lane.

## PROPOSAL OVERVIEW

The following information is required and must accompany your proposal:

1. **COVER LETTER:** Provide a cover letter indicating your interest in serving as the City's real estate agent/firm to sell land in the City of Deadwood, Lawrence County, South Dakota.
2. **BACKGROUND INFORMATION:** For example, list years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.
3. **EXPERIENCE SUMMARY:** Describe your firm's pertinent real estate experience (minimum five years' experience with proven effectiveness).

4. **MARKETING METHODS:** Describe the methods of identifying target user groups and a description of the marketing materials and the strategy for presenting the site to a regional and national marketplace.
5. **ADDITIONAL SERVICES:** Describe additional relevant/unique services offered through your firm.
6. **FEE SCHEDULE:**
  - a. State your commission/rate for listing and selling of this specific property.
  - b. State your proposed method of compensation for representing the City in negotiations for purchasing property.
  - c. State any other costs the City should anticipate relating to the real estate services provided.
  - d. State any required 'carry-over compensation' for your firm—meaning, compensation after real estate service agreement expires. **NOTE:** Quoted fees shall be valid for a minimum of 90 days upon receipt.
7. **REFERENCES:** Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.
8. **CONFLICT OF INTEREST:** In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the City of Deadwood.
9. **GOOD STANDING:** Your firm must comply with Federal, State, County and local units of government, which specifically includes good tax payment status and good corporate registration status. Please indicate the payment status of taxes applicable to your firm. Additionally, please provide your firm's legal corporate name and Tax ID number, as reflected by State of South Dakota records.

#### **GENERAL INSTRUCTIONS**

1. The proposal must be submitted in a sealed envelope marked "Real Estate Broker Services" to the Planning, Zoning & Historic Preservation Department Office, Attention: Kevin Kuchenbecker, 108 Sherman Street, Deadwood, South Dakota 57732 on or before 2:00 p.m. February 27, 2025, at which time they will be publicly opened and read. The Selection Committee will review the proposals and develop a list of finalists to interview (if necessary). The Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified. Late proposals will be returned unopened.
2. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.



3. The City of Deadwood reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any bid if it is in the best interest of the City. All proposals, plans, and other documents submitted shall become the property of the City. Responses to this RFP are considered public information and are subject to discovery under the Freedom of Information Act.
4. Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the City, if any.
5. All questions may be directed to the following contact person: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer, phone (605) 578-2082, email [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com).

### **SCOPE OF SERVICES**

The successful firm shall agree to contract with the City of Deadwood to provide the following:

1. Develop strategies for sale of identified property if deemed appropriate;
2. Develop marketing materials, electronic and/or hard copy, to advertise property for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the City on an agreed upon frequency;
3. Advise the City of Deadwood related to strategies to promote and sell identified property;
4. Participate in site tours of the City owned property that is for sale for potential buyers;
5. Analyze offers from potential buyers and advise the City of Deadwood with respect to negotiations;
6. Represent the City in negotiations with a prospective buyer from the time of offer to and including closing;
7. Coordinate real estate transaction closings, and,
8. Handle all other customary activities and services associated with real estate transactions.

### **TERM OF CONTRACT**

The contract period for the successful agent/firm will be 180 days from the date of award. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and the City. Alternative contract periods may be considered.

### **EVALUATION AND AWARD PROCESS**

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

**SELECTION CRITERIA**

Selection of a broker/firm will be made based on the following criteria:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications, references;
3. Real Estate Brokerage / Office located within the City limits of Deadwood.
4. Knowledge of regional real estate market and ability to market to prospects beyond the region;
5. Regional reputation and local presence/experience;
6. Fee schedule.
7. Provide a copy of the professional services agreement you would propose to be entered into with the City.

**ORAL PRESENTATION/INTERVIEWS**

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change, the original proposal submitted. Interviews are optional and may or may not be conducted. If an interview is conducted, it is essential that the consultant's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

**RESOLUTION NO. 2025-07  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Donated to Deadwood Police Department:  
Magnum Lat Pull Down Machine

Donated to Lawrence County Sheriff's Department:  
Magnum Leg Curl Machine  
Magnum Cable Crossover  
Life Fitness Leg Extension Machine  
Life Fitness Bench Press Machine  
Life Fitness Bicep Curl Machine  
Life Fitness Fly Machine  
Para Body Smith Machine

Dated this 3rd day of February, 2025.

City of Deadwood

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

ATTEST:

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



# PROPOSAL # W2025-011

**PROJECT NAME:** Puma Tank Flow Readout

**PROJECT LOCATION:** Deadwood, SD

## Puma Tank Readout

- Parts
  - Radios
  - HMI 4.3”
  - 24vdc Power Supply
  - Ethernet Switch
- Labor
  - PLC Programming Update
  - HMI Programming
  - HMI Install
  - Radio Install
  - Testing.

**Price: \$2,932.31**

Note:

Dakota Pump will try to use the messaging protocol that is on the meter to bring the actual totalizer into the PLC. If the messaging protocol is not able to be used, Dakota Pump will use the pulse output.

Current PLC program will be used and updated to display total gallons, month gallons, last month gallons. Month and last month gallons will not be updated on their own, operator will be required to go out and push the reset button to reset the monthly total, when the monthly total is reset the current months gallons will be moved to last month and the current month will be reset to 0. Screen will also display live flow, tank level and any alarms that are currently programmed into PLC.

Dakota Pump will reuse the panel that currently holds the totalizer screen and will cut in new HMI and install power supply that will power the HMI. Current light used as a condensation heater will be removed to fit this screen.

**TERMS – Net 30 days – TAXES/FEES – No Federal, State or Local taxes are included. (No taxes/fees are included).**

The proposed price contained herein is firm provided this proposal is signed and returned within 30 days of date bid.

Accepted \_\_\_\_\_ 20 \_\_\_\_\_ Submitted: January 11th, 2025

by \_\_\_\_\_  
(Signed) (Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) (FAX Number)

\_\_\_\_\_  
Jordan Olson  
**DAKOTA PUMP INCORPORATED**

**NOTE:** All orders subject to DPI standard terms and conditions.



# PROPOSAL # W2025-011

**PROJECT NAME:** Puma Tank Flow Readout

**PROJECT LOCATION:** Deadwood, SD

## Puma Tank Readout

- Parts
  - Radios
  - HMI 4.3”
  - 24vdc Power Supply
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- Labor
  - PLC Programming Update
  - HMI Programming
  - HMI Install
  - Radio Install
  - Testing.

**Price: \$2,932.31**

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Accepted \_\_\_\_\_ 20 \_\_\_\_\_ Submitted: January 11th, 2025

by \_\_\_\_\_  
(Signed) (Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) (FAX Number)

\_\_\_\_\_  
Jordan Olson  
**DAKOTA PUMP INCORPORATED**

**NOTE:** All orders subject to DPI standard terms and conditions.

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 27, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2025 City of Deadwood Ledger Indexing Project

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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 (1913 – 1920) as part of the 2025 ledger indexing project. In 2025, the Deadwood Historic Preservation Commission allocated \$8,000.00 from the City Archives budget to index the next installment of the Lawrence County ledgers that have been 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 21, 2025 meeting and recommend approval.

### **RECOMMENDATION:**

Move to enter into a contract with Donald Toms, independent contractor, to index the Lawrence County Tax Records (1913 – 1920) as part of the 2025 ledger indexing project. The cost for this project will not exceed the amount of \$8,000.00. This is a 2025 City Archives budgeted project.

**CONTRACT BETWEEN CITY OF DEADWOOD**  
**AND**  
**INDEPENDENT CONTRACTOR**

This Agreement, dated the \_\_\_\_ day of January, 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 an 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 own office space and equipment and pay all necessary taxes and

2

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, 2025 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 January, 2025.

CITY OF DEADWOOD - ARCHIVES

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Donald Toms, Independent Contractor

State of South Dakota \_\_\_\_\_ )

4

County of \_\_\_\_\_ ) SS  
 )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared Donald Toms, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 2025 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 27, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2025 Contract for Professional Services, Renee Boen

---

The City Archives is requesting permission to enter into a contract 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, Native American Graves Protection and Repatriation Act (NAGPRA) liaison 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 Native American collections at the Days of 76 Museum. She would also review and make recommendations on the 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 2025 HPC Archaeology budget.

The Historic Preservation Commission reviewed this request at their January 21, 2025 meeting and recommend approval.

### **RECOMMENDATION:**

Move to allow the City Archives to enter into a contract with Renee Boen of Rapid City, South Dakota for professional services as related to the City's Native American and archaeological collections. This retainer will not exceed \$5,000.00 and will come from the 2025 HPC Archaeology budget.

## CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Renee Boen, an independent archaeological contractor, 917 9th St, Rapid City, SD, 57701, (hereinafter referred to as Independent Contractor or “**IC**”).

### I.

WHEREAS, **IC** has agreed to aide and provide professional services for the perpetual care and long-term care of the **CITY**’S archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota.

### II.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services hourly at the rate of \$40.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). The **IC** has agreed to track and submit a monthly invoice for their hours for reimbursement of their services. These services will include transportation to and from Deadwood, onsite visits, outside research and development as related to questions and projects brought on by the **CITY**.

### III.

Under this agreement, the parties agree that it will be **IC**’S responsibility to provide their own office space and equipment and pay their own social security and insurance.

## IV.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

## V.

**IC** shall provide professional services at the rate of \$40.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). Payment shall be made after Deadwood receives a monthly invoice from **IC**.

## VI.

**IC** may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

## VII.

**IC** shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. The parties agree that it is **IC'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, comply with the Equal Employment Opportunities Act;

2. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
3. **IC** 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**. **IC** does not have authority to hire any person on behalf of **CITY**;
4. **IC** 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 **IC** as set forth in this agreement;
5. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and

6. 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 \_\_\_\_\_, 2025.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessica McKowen  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
RENEE BOEN  
INDEPENDENT CONTRACTOR

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 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  
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**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## ***MEMORANDUM***

**Date:** January 27, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2025 Contract Four Points Hotel Faunal Analysis Project

The City Archives is requesting permission to hire independent contractor John R. Bozell of Omaha, Nebraska to complete and submit the final report for the 2019-2020 FourPoints Hotel archaeological faunal assemblage.

In 2024, Bozell was hired by the Deadwood Historic Preservation Commission to review and identify the nine (9) boxes of bone from the above-mentioned assemblage. As of December 31, 2024, Mr. Bozell completed the inventory of bone and submitted a preliminary report and Excel spreadsheet of work.

Under this new agreement, Mr. Bozell will accomplish the following items to finish this project:

1. Develop and include statistical tables, graphs and narrative for final report
2. Provide a finalized Excel spread sheet
3. Photograph portions of the assemblage
4. Separate out swine mandibles for future micro-botanical analysis by other consultants
5. Submit the final report by April 1, 2025
6. Deliver the nine boxes to Sioux Falls, SD on April 24-25, 2025

If approved the funding for this project will come out of the 2025 HP Archaeological line item.

The Historic Preservation Commission reviewed this request at the January 21, 2025 meeting and recommend approval.

### **RECOMMENDATION:**

Enter a contract with John R. Bozell of Omaha, Nebraska to finish the faunal report. The cost for this project will not exceed the amount of \$1,000.00 and will come out of the 2025 HP Archaeological budget.

## CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “CITY”) and John R. Bozell, an independent archaeological contractor, 4411 California Street, Omaha, NE 68131, (hereinafter referred to as Independent Contractor or “IC”).

WHEREAS, **IC** has agreed to aide and provide professional services for the identification and final report of the CITY’S archaeological collection, more specifically 39LA3000.2019.02, FourPoints Hotel faunal assemblage consisting of nine (9) cubic feet of bone.

WHEREAS, **IC** will develop and include statistical tables, graphs and narrative for final report; provide a finalized Excel spread sheet; photograph portions of the assemblage; separate out swine mandibles for future micro-botanical analysis by other consultants; and deliver the nine boxes to Sioux Falls, SD on April 24-25, 2025.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services for a total sum not to exceed One Thousand Dollars (\$1,000.00).

Under this agreement, the parties agree that it will be **IC’S** responsibility to provide their own office space and equipment and pay their own social security and insurance.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide professional services as related to the **CITY'S** analysis of FourPoints archaeological collection housed within the city limits of Deadwood, South Dakota for the total sum of One-Thousand Dollars (\$1,000.00).

**IC** may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

**IC** shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. The parties agree that it is **IC'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, comply with the Equal Employment Opportunities Act;

2. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
3. **IC** 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**. **IC** does not have authority to hire any person on behalf of **CITY**;
4. **IC** 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 **IC** as set forth in this agreement;
5. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
6. 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 \_\_\_\_\_, 2025.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessica McKowen  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JOHN R. BOZELL  
INDEPENDENT CONTRACTOR

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that 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**  
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**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## **MEMORANDUM**

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**Date:** January 28, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** 85 Charles for Additional Costs for Foundation Repair

---

Temple Construction was contracted to do the foundation repair at 85 Charles Street in August of 2024. During the project issues were discovered that were outside the original scope of work. The contractor has submitted a quote for the additional repairs which are as follows:

- Excavating, prepping and pouring 26 feet of unplanned footing
- Additional 6.5 feet of foundation wall, including an interior 90 degree corner
- Creating a new continuous connection between existing floor and walls
- Sistering rotted wall studs
- Additional Foundation waterproofing

Staff has reviewed these additions with Albertson Engineering. The total cost of these repairs will not exceed \$12,800.00 making the total cost of the project \$94,451.00.

The Historic Preservation Commission reviewed this request at their January 21, 2025 meeting and recommend approval.

### RECOMMENDED MOTION:

Move to approve the additional repairs to the foundation at 85 Charles street for a cost not to exceed \$12,800.00 to be paid out of HP Capital Assets line item.

**Temple Construction**  
745 N 8th st  
Spearfish, SD  
57783

# Quote for additional work 85 Charles

Section 6 Item k.

:  
**Deadwood Historic Preservation**

Date: Jan 15, 2025

: **\$12,800.00**

Item	Quantity	Rate	Amount
<b>Quote for work done on 85 Charles street outside of original scope of plans</b>	1	\$12,800.00	\$12,800.00

Quote total: \$12,800.00

(0%): \$0.00

Total: \$12,800.00

Notes:

Quote includes:

- Excavating, prepping and pouring 26 feet of unplanned footing
- Additional 6.5 feet of foundation wall, including an interior 90 degree corner
- Creating a a new continuous connection between existing floor and walls
- Sistering rotted wall studs
- Additional foundation waterproofing

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 28, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Loan Agreement 2025-001 with Deadwood History Inc.

---

The City Archives is asking permission to loan the Poker Alice Hat to Deadwood History Inc. from January 28, 2025 to December 31, 2030. Loan Agreement 2025-001 is attached to this memorandum. Deadwood History Inc., plans to display the hat at The Brothel Deadwood museum.

### **RECOMMENDATION:**

Grant Deadwood History Inc. permission to use the City's Poker Alice hat for the exhibition, from January 28, 2025 to December 31, 2030. Deadwood History Inc. will be responsible for insuring the item.



LOAN NUMBER:	<u>112025-001</u>
DUE DATE:	<u>12/31/2030</u>
RENEWED UNTIL:	_____
RETURNED:	YES/NO

**LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this \_\_\_ day of \_\_\_, 2025, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and Deadwood History, Inc. located at P.O. Box 252 Deadwood, SD 57732, hereinafter referred to as “PERMITTEE”.

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITTEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows listed and described on Attachment #A.
3. The purpose for which PERMITTEE is using the above-described premises is as follows: “**Exhibition**”
4. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use at the following location (The Brothel Museum, 610 Street Deadwood, SD) is permitted from January 28, 2025 until December 31, 2030.
6. PERMITTEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITTEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITTEE'S use of city property pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and all PERMITTEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. DEADWOOD will review, make suggestions, and approve the final exhibition of said objects listed and described on Attachment #A.
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
13. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: “**Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission.**”

- 14. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
  
- 15. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
  
- 16. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
  
- 17. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_ day of \_\_\_\_, 2025.

City of Deadwood

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

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

DEADWOOD HISTORY, INC.

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

(SIGNATURE)

\_\_\_\_\_

(PRINTED NAME)

\_\_\_\_\_

(TITLE)

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_, of Deadwood History, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

ATTACHMENT #A

ART.2012.02.1 – Hat, Tubbs, Alice. aka Poker Alice

END of LOAN 2025-001



**Dakota Fluid Power, Inc.**  
 Branch: 20 Rapid City  
 605-716-4750

INVOICE	
7296506	
Invoice Date	Page
01/28/2025 14:28:01	1 of 2
ORDER NUMBER	
2402558	

**Remit to:**  
 3409 N. Lewis Ave.  
 Sioux Falls, SD 57104  
 605-338-9982



**Bill To:**  
 CITY OF DEADWOOD  
 67 Dunlap Ave  
 Deadwood, SD 57732-1510  
 US

**Ship To:**  
 CITY OF DEADWOOD  
 67 Dunlap Ave  
 Deadwood, SD 57732-1510  
 US

Customer ID: 110962

Ship to ID: 110962

<b>PO Number</b>		<b>Term Description</b>		<b>Net Due Date</b>					
FIRE TRUCK		Net 30		02/27/2025					
<b>Order Date</b>		<b>Pick Ticket No</b>		<b>Primary Salesrep Name</b>		<b>Taker</b>			
01/21/2025 11:47:08		4643993		John Sengar		NEIL.ANDERSON			
<b>Quantities</b>					<b>Item ID</b>		<b>Pricing</b>	<b>Unit</b>	<b>Extended</b>
<b>Ordered</b>	<b>Shipped</b>	<b>Remaining</b>	<b>UOM</b>	<b>Unit Size</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Price</b>	<b>Price</b>

Carrier: UPS - Ground

Tracking #:

\*\*\*\*\*Service Item\*\*\*\*\*

1.00	1.00	0.00	EA		MOBILE EQUIPMENT REPAIR	EA	2,670.7400	2,670.74
					<b>Serial Number:</b> LADDER TRUCK	1.0000		
					1.0 Mobile Equipment			

**Meter Reading:**

**Order Line Notes:** BOOM LIFT CYLINDERS DRIFTING DOWN. REMOVE, TDI, RESEAL AND TEST.  
 ASSIST ORAN REMOVING TWO BOOM CYL. FROM FIRE TRUCK.  
 CLIMBED UP LADDER AND PULLED CYLINDERS. TORE DOWN ON SIDE TO SIZE SEALS.  
 HAD TO HEAT HEAD GLAND TO REMOVE, SIZED SEALS.  
 RAT CYLINDERS WITH NEW SEALS, TESTED GOOD WITH NO LEAKS AT 1500 PSI, REPAINTED GLAND END  
 3 TECH INSTALLED CYLINDERS ONTO TRUCK, MOVED TRUCK BEHIND SHOP AND RAISED TO 40 DEGREES AND LET SIT FOR 1 HOUR. BOOM DID NOT SETTLE TESTED GOOD.

*Handwritten:* Check Potts Ladder #5

*Handwritten:* 101-4221-425  
 [Signature]  
 1-28-25





**Dakota Fluid Power, Inc.**

Branch: 20 Rapid City  
605-716-4750

Remit to: XXXXXXXXXX  
3409 N. Lewis Ave.  
Sioux Falls, SD 57104  
605-338-9982



INVOICE	
7296506	
Invoice Date	Page
01/28/2025 14:28:01	2 of 2
ORDER NUMBER	
2402558	

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

Total Lines: 1  
Total Freight In: 20.00      Total Freight Out: 0.00

**SUB-TOTAL:** 2,670.74  
**TOTAL FREIGHT:** 20.00  
**TAX:** 0.00  
**AMOUNT DUE:** 2,690.74  
U.S. Dollar



**REQUEST FOR PROPOSALS**  
**DEADWOOD EVENT COMPLEX CONCESSIONAIRE**

The City of Deadwood will be accepting sealed, signed proposals at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 13, 2025, for Deadwood Event Complex Concessionaire. Proposals will be publicly opened at 2:00 p.m. on March 13, 2025 with results presented on March 17, 2025 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

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

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

**LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED**

To obtain a complete Request for Proposal or request an on-site visit, please contact:

Lornie Stadler, Public Works Director

Phone: (605) 578-3082

Fax: (605) 578-3101

The City of Deadwood reserves the right to review proposals for up to 30 days. The City of Deadwood also reserve the right to reject any and all proposals.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: February 6 and February 20, 2025.

For any public notice that is published one time:

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



**ORDINANCE NO. 1415**

**AN ORDINANCE CONTINUING  
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6  
WITHIN THE CITY OF DEADWOOD AND  
ESTABLISHING ASSESSMENTS**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

SECTION I: There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement District No. 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS on the 21st day of January, 2025 and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 5th day of November, 2018; and

~~SECTION II: A public hearing on the RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was held on the 5th day of November, 2018, at 5:00 p.m., at the City Commission meeting room located at 102 Sherman Street, Deadwood, South Dakota; and as a result of said hearing the Resolution of Intent adopted October 1, 2018 was approved by the City Commission of the City of Deadwood.~~

SECTION II: A RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was approved by the City Commission of the City of Deadwood; and

SECTION III: The estimated revenues to be raised by the Business Improvement Districts in 2019 are \$511,495.00 506,495.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows: Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 15,000.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ 440,495.00
Contingency	\$ 56,000.00
<b>TOTAL</b>	<b>\$ 511,495.00</b>

SECTION IV: A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All ~~hotels, motels,~~ lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located within the city limits of Deadwood and affiliated with or have common ownership with any gaming establishment or property.

Business Improvement District No. 2: All ~~other hotels, motels and~~ lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting same criteria.

Business Improvement District No. 3: All ~~hotels, motels,~~ lodging establishments ~~and short term rentals bed and breakfast establishments~~ within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

SECTION V: The purpose of the six Business Improvement Districts is to provide funds for the purposes set forth in Section III.

SECTION VI: The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all ~~hotels, motels or other businesses lodging establishments~~ offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, ~~bed and breakfast~~ lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

SECTION VII: The imposition of the General Occupation Tax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$~~125.00~~~~100.00~~ per year or \$~~6.255~~~~.00~~ per year per square foot for 20 square feet for each gaming device, slot machine, 21 table, poker table, video lottery machine, or other table game, excepting municipal five cent or less slot machines. ~~Motels, hotels and bed and breakfast~~ Lodging establishments shall pay \$~~75.00~~~~50.00~~ per year per room or \$.~~25~~~~167~~ per square foot per ~~motel, hotel, or bed and breakfast lodging units~~ lodging establishment using ~~three hundred~~ (300) square feet for each room.

B. District No. 2: Tax at the rate of \$~~50.00~~~~25.00~~ per year or \$~~2.50~~~~1.25~~ per square foot for twenty (20) square feet for each gaming device, slot machine, 21 table, poker table, other table game, or video lottery machine, excepting municipal five cent machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

C. District No. 3: Tax at the rate of \$~~75.00~~~~50.00~~ per year per room or \$.~~25~~~~167~~ per square foot per year per ~~motel, hotel, or bed and breakfast~~ lodging establishments and ~~short term rentals~~ using ~~three hundred~~ (300) square feet for each room.

D. District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

E. District No. 5: Tax at the rate of \$~~75.00~~~~50.00~~ per year or \$~~3.752~~~~.50~~ per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, other table game or video lottery machine, excepting municipal slot machines.

F. District No. 6: inactive.

SECTION VIII: Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January, for the first six (6) months of each year; and as of the 1st day of July for the second six (6) months of each year; with adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

SECTION IX: Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January and like installments due on the 10th day of each following month.

SECTION X: All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid and received in the Finance Office by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood.

Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

SECTION XIII: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. The hearing will be held on the 21st day of January, 2025, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION XIV: Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD

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

ATTEST

\_\_\_\_\_  
Jessica L. McKeown, City Finance Officer

First Reading: January 21, 2025  
Second Reading: February 3, 2025  
Published: February 6, 2025  
Effective: February 26, 2025

**ORDINANCE NUMBER 1418  
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2025**

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 2025:

**FUND 0209 BED AND BOOZE FUND**

Equipment \$63,000.00  
Source of Revenue: Unexpended Cash from Previous Budget

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:        January 21, 2025  
Second Reading:     February 3, 2025  
Published:            February 6, 2025  
Adopted:              February 6, 2025



# Bill of Sale

CHICAGO MOTORS INC.  
 2553 W. CHICAGO AVE.  
 CHICAGO, IL 60622  
 Office Phone: 773-235-6500  
 sales@chicagomotors.com

**Register & Title To**  
 Deadwood Police Department  
 100 Sherman St.  
 Deadwood, SD 57732  
 Office Phone: 605-578-2623  
 cory@cityofdeadwood.com

**Bill of Sale Number:** I250130197  
**Bill of Sale Date:** 01/30/2025  
**Payment Terms:** Due Prior to  
 Delivery  
**Bill of Sale Amount:** 25,500.00

**Ship To**  
 Deadwood Police Department  
 100 Sherman St.  
 Deadwood, SD 57732  
 Office Phone: 605-578-2623  
 cory@cityofdeadwood.com

Item Name	Quantity	Unit Price	Total
R-4841 - 2021 Ford Explorer Police AWD 3.3L V6 Hybrid VIN: 1FM5K8AW3MNA06879 - MILEAGE: 37,701 - COLOR: BLACK	1.00	25,500.00	25,500.00
GOVERNMENT AGENCY - NO FEES	1.00	0.00	0.00

**Comments:**

TERMS & CONDITIONS:

1. Vehicles are sold AS-IS-WHERE-IS, with no implied warranty or guarantee. Factory Warranty and/or open recalls may apply.
2. Full Payment is due PRIOR to delivery.
3. If paying by check, please make it payable to "CHICAGO MOTORS INC", and please send it via UPS or FedEx to: 2553 W. Chicago Ave. Chicago, IL 60622.

Subtotal: \$ 25,500.00  
**Bill of Sale Amount \$ 25,500.00**

-----  
 Customer Signature & Date

-----  
 Seller Signature & Date

City of Deadwood  
Parking and Transportation  
108 Sherman Street  
Deadwood, SD 57732



Justin Lux  
Director  
(605) 578-2082 or  
justin@cityofdeadwood.com

## ***MEMORANDUM***

---

**Date:** February 3, 2025  
**To:** Deadwood City Commission  
**From:** Justin Lux  
**Re:** South Dakota Department of Transportation Purchase Agreement

---

To construct the trailer parking lot and trailhead at the Deadwood sign on Highway 85 south of the Lodge, the city must first acquire the property from the South Dakota Department of Transportation (SDDOT). It is in the interest of both the SDDOT and City of Deadwood to also purchase property near the US Highway 85/385 intersection where the skate park used to be. The SDDOT seeks to acquire the parcel in which the Railroad parking lot is built for the future Deadwood box culvert project.

The attached purchase agreement allows the City of Deadwood to acquire the Deadwood Hill parcels and skate park parcels needed. The purchase price is \$779,000 (approximately \$85,000 per acre). The agreement allows SDDOT to acquire the Railroad lot parcel at the appraised value. That appraisal is ongoing, and purchase would be completed within 60 days.

Thank you for your consideration to this matter.





STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
PURCHASE AGREEMENT

Project No. NH 014A(28)40 PCN No. 06Y6 Parcel No. N/A  
County Lawrence

This Agreement is entered into this \_\_\_\_\_ day of February 2025, by and between City of Deadwood, South Dakota, whose post office address is 108 Sherman St., Deadwood, SD 57732, hereinafter referred to as the CITY and the STATE OF SOUTH DAKOTA, acting by and through the Department of Transportation, hereinafter referred to as the STATE.

## 1. PURPOSE OF AGREEMENT.

The CITY desires to purchase parcels of real property from the STATE within the City of Deadwood, South Dakota for the construction and maintenance of one or more municipal parking lots. The STATE desires to purchase a parcel of real property from the CITY that is currently being utilized as a municipal parking lot within the City of Deadwood, South Dakota.

## 2. BACKGROUND

- A. The STATE is the owner of real property in Deadwood, South Dakota located along Highway 85 within the city limits of Deadwood. This real property is legally described as:

**Lot A1 in Lot H4 of the Wilmington Placer of MS 848, Lot H1 of Tract 1 of Lot 849-8 of the Cimbria Placer of MS 849, and containing a portion of the original US Highway 85 Right-of-Way in Section 14, Township 5 North, Range 3 East of the B.H.M., in the City of Deadwood, Lawrence County, South Dakota. (Contains 3.98 acres, more or less.)**

**Lot A1 in Lot H3 of the Wilmington Placer of MS 848, and containing a portion of the original US Highway 85 Right-of-Way in Section 13, Township 5 North, Range 3 East of the B.H.M., in the City of Deadwood, Lawrence County, South Dakota. (Contains 0.20 acre, more or less.)**

**Lot M2A of the Subdivision of Placer 107, formerly Lot M and Lot M-2 of the Subdivision of Placer 107, in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.67 acre)**

**Lot 1 being a portion of Hunter, M.S. 1295, all located in the City of Deadwood, Lawrence County, South Dakota. (Contains 0.55 acre)**

**Lot S Shamrock Subdivision, Pluma Area; and Lot M-1 of the Subdivision of Placer 107 Norther of the right of way of Highway 85 that lies westerly of the main track of the Chicago, Burlington and Quincy Railroad (formerly the Deadwood Central Railroad) in Pluma Area; all located in Deadwood, Lawrence County, South Dakota. (Contains 0.12 acre)**

**Lot H1 in Lot S of the Shamrock Lots, consisting of a portion of M.S. 754 and M.S. 1295 and all of Lot M-1 of the Subdivision of M.S. 107; all located in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.17 acre)**

**Lot M2B of the Subdivision of Placer 107, formerly Lot M and Lot M-2 of the Subdivision of Placer 107, in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.51 acre)**

**Lot H1 in Lot M and Lot M-2 of the Subdivision of Placer 107, City of Deadwood, Lawrence County, South Dakota. (Contains 0.05 acre)**

These parcels of real property will be referred to as the “State Property” throughout this Agreement.

- B.** The CITY is the owner of real property in Deadwood, South Dakota, which is currently being maintained and operated as a municipal parking lot, and is legally described as:

**Outlots 3, 4, and 5 of M.S. 38, City of Deadwood, Lawrence County, South Dakota. EXCEPTING therefrom Lot H-1, as shown on plat filed in Plat Book 4 on Page 383; EXCEPTING therefrom Lot H-2, as shown on the plat filed in Plat Book 5 on Page 38; EXCEPTING therefrom Lot H-3, as shown on the plat filed in Plat Book 5 on Page 53.**

This parcel of real property will be referred to as the “City Property” throughout this Agreement.

### **3. SALE OF STATE PROPERTY TO CITY**

#### **A. Offer and Acceptance**

The CITY offers to purchase, and the STATE agrees to sell, at a price and upon the terms set forth in this Agreement, the STATE’S interest in the State Property described above.

#### **B. Payment**

The CITY will pay the STATE the purchase price of Seven Hundred Seventy-Nine Thousand Dollars (\$779,000.00). The CITY will submit payment to STATE on or before closing, which shall occur by February 28, 2025.

#### **C. Possession**

The STATE will maintain possession of the State Property until the STATE has received the purchase price, in full, the STATE has signed this Agreement, and this transaction is closed. The parties to this Agreement anticipate that the transaction will be closed on or before February 28, 2025.

#### **D. Conveyance**

Upon full payment of the purchase price, the STATE will convey, or caused to be conveyed, all of the STATE’S right, title, and interest in and to the State Property, if any, to the CITY by quitclaim deed, subject to any visible and recorded easements, exceptions, and reservations of record, and in accordance with the terms, conditions, and reservations contained in this Agreement. The deed from the STATE to the CITY will include the following provisions:

*Grantee further understands and accepts the Real Property in an “AS IS, WHERE IS” condition and subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Grantor will not be obligated to do any restoration, repairs, removal, remediation, monitoring, or other work in*

*connection with the Real Property, and Grantor will not be liable for any restoration, repairs, removal, remediation, monitoring, or other work necessary to cause the Real Property to meet any applicable laws, ordinances, requirements, limitations, restrictions, rules, regulations, or codes, or be suitable for any particular use. Grantee will indemnify Grantor against any liability, claims, suits, actions, damages, penalties, fines, costs, and expenses, including attorneys' and consultants' fees, incurred or arising directly or indirectly from or in connection with any such restoration, repairs, removal, remediation, monitoring, or other work, including injury to, death of, loss of, or damage to property of Grantee or any third party. Grantee specifically assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless, and hereby waives, releases, and discharges forever the Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, claims or costs, including fines, penalties, and judgments arising from or in any way related to the condition of the property or presence of any hazardous substances or contaminants in, on, or under the Real Property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse, or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Real Property.*

*This Deed does not carry with it any implied covenants whatsoever, including any covenant that Grantor has good right to convey any interest in the Real Property to Grantee. Grantee understands and accepts the Real Property subject to all encumbrances, covenants, conditions, and restrictions, whether of record or not.*

*The provisions of this deed will be covenants running with the land binding upon and inuring to the benefit of Grantor and Grantee and their respective successors and assigns.*

#### **E. Natural Resources**

The STATE reserves all rights to all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substance, together with the right to prospect for, mine, and remove the same upon rendering compensation to the owner or lessee for all damages that may be caused by such prospecting or removal, together with the right of access at all times to exercise said right.

The deed from the STATE to the CITY will contain the following provision:

*It is expressly understood that the Grantor reserves all rights to all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substance, together with the right to prospect for, mine, and remove the same upon rendering compensation to the owner or lessee for all damages that may be caused by such prospecting or removal.*

#### **4. SALE OF CITY PROPERTY TO STATE**

##### **A. Offer and Acceptance**

The STATE intends to purchase, and the CITY agrees to sell, at a price and upon the terms set forth in this Agreement, the CITY'S interest in the City Property described above.

##### **B. Payment**

The Parties agree that the purchase price will equal the total appraised value of the City Property, as will be determined by an appraisal ordered by STATE. Upon full execution of this Agreement, STATE will an order the appraisal of the City Property. Upon receipt of the final appraisal report, STATE will provide a copy to the CITY. Within thirty (30) days of the receipt of the final appraisal

report, STATE will provide to CITY, in writing, whether it elects to complete the sale of the City Property. If the STATE elects to complete the sale of the City Property, the STATE will pay the CITY the purchase price within sixty (60) days from the date that the election was provided to CITY.

**C. Conveyance**

Upon full payment of the purchase price for the City Property, the CITY will convey, or caused to be conveyed, good and marketable title in and to the described City Property, including subsurface rights, to the STATE by warranty deed, in accordance with the terms, conditions, and reservations contained in this Agreement.

**D. Possession**

After the City Property is conveyed to STATE, the CITY will maintain possession of the City Property until a future date to be determined by the STATE in its sole and absolute discretion. The STATE will take possession of the City Property no sooner than January 1, 2028. The STATE will provide to the CITY notice of the selected date of transfer of possession at least 30 days prior thereto.

**E. Maintenance and Repair**

During the period of time in which the CITY remains in possession of the City Property, the CITY will be responsible for maintaining the City Property as a parking lot, including but not limited to, maintenance of the driving and parking surfaces, patching, crack sealing, and snow removal.

**5. INDEMNIFICATION**

The CITY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the CITY'S negligence, tortious acts, or intentional acts in performing services or its duties under this Agreement, including specifically any injuries or damage occurring on the City Property during the term of CITY's possession thereof. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist CITY in the defense. If the STATE exercises this authority and CITY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to CITY in the proceeding. This section does not require CITY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

**6. TRANSPORTATION COMMISSION APPROVAL.**

This Agreement is contingent upon the approval of the sale of the State Property by the South Dakota Transportation Commission. In the event the Transportation Commission does not approve said sale, the Agreement will be null and void without any force or effect.

**7. BINDING AGREEMENT.** This Agreement constitutes the entire agreement between the parties for the sale and purchase of the subject real property and will bind and inure to the benefit of the Parties and their successors and assigns.

- 8. EXECUTION OF DOCUMENTS.** The parties each agree to execute any and all documents necessary to effectuate the terms and conditions of this Agreement.
- 9. PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 10. CHOICE OF LAW/FORUM.** South Dakota law will govern this transaction. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 11. VISUAL INSPECTION.** The CITY has made a complete visual inspection of the State Property and has knowledge as to the past uses of that real property. Based upon this inspection and knowledge, the CITY is aware of the condition of the subject real property and the CITY specifically acknowledges that the CITY is purchasing the State Property in an “as-is with all faults” basis. The CITY is not relying on any representation or warranties of any kind whatsoever from the STATE as to any matters concerning the subject real property, including the physical condition of the subject real property or any defects, the presence of any hazardous substances, wastes, contaminants in, on, or under the subject real property, the condition or existence of any above ground or underground structures or improvements in, on, or under the subject real property, the condition, or any leases, easements, or other agreements affecting the property. The CITY assumes the risk that hazardous substances and contaminants may be present on the subject real property, and waives, releases, and discharges forever the STATE from any and all present or future claims or demands, and any and all damages, loss, injury, claims, or costs, including fines, penalties, and judgments arising from or in any way related to the condition of the subject real property or presence of any hazardous substances or contaminants in, on, or under the property.
- 12. AMENDMENT.** This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.
- 13. HEADINGS.** The headings, titles, and subtitles in this Agreement have been inserted solely for convenient reference, and will be ignored in its construction.
- 14. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST**

The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek

independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**15. AUTHORIZATION.**

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

This Agreement, consisting of seven (7) pages, has been made, signed, and sealed in duplicate by the STATE on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

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

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

Its: Mayor

Joel Jundt  
Its: Secretary

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk/Finance Officer

/s/ Shane M. Pullman  
Special Assistant Attorney General

[ACKNOWLEDGEMENTS TO FOLLOW]

STATE ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA )  
: SS  
COUNTY OF HUGHES )

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a notary public within and for said County and State, personally appeared Joel Jundt, Secretary of the Department of Transportation, State of South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

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

(NOTARY SEAL) \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

CITY ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA )  
: SS  
COUNTY OF MEADE )

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a notary public within and for said County and State, personally appeared \_\_\_\_\_, Mayor of the City of Deadwood, South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

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

(NOTARY SEAL) \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



# EXHIBIT 1

Lot A1 in Lot H4 of the Wilmington Placer of MS 848, Lot H1 of Tract 1 of Lot 849-8 of the Cimbria Placer of MS 849, and containing a portion of the original US Highway 85 Right-of-Way in Section 14, Township 5 North, Range 3 East of the B.H.M., in the City of Deadwood, Lawrence County, South Dakota. (Contains 3.98 acres, more or less.)

Lot A1 in Lot H3 of the Wilmington Placer of MS 848, and containing a portion of the original US Highway 85 Right-of-Way in Section 13, Township 5 North, Range 3 East of the B.H.M., in the City of Deadwood, Lawrence County, South Dakota. (Contains 0.20 acre, more or less.)



## EXHIBIT 2

**Lot M2A of the Subdivision of Placer 107, formerly Lot M and Lot M-2 of the Subdivision of Placer 107, in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.67 acre)**

**Lot 1 being a portion of Hunter, M.S. 1295, all located in the City of Deadwood, Lawrence County, South Dakota. (Contains 0.55 acre)**

**Lot S Shamrock Subdivision, Pluma Area; and Lot M-1 of the Subdivision of Placer 107 Norther of the right of way of Highway 85 that lies westerly of the main track of the Chicago, Burlington and Quincy Railroad (formerly the Deadwood Central Railroad) in Pluma Area; all located in Deadwood, Lawrence County, South Dakota. (Contains 0.12 acre)**

**Lot H1 in Lot S of the Shamrock Lots, consisting of a portion of M.S. 754 and M.S. 1295 and all of Lot M-1 of the Subdivision of M.S. 107; all located in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.17 acre)**

**Lot M2B of the Subdivision of Placer 107, formerly Lot M and Lot M-2 of the Subdivision of Placer 107, in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota. (Contains 0.51 acre)**

**Lot H1 in Lot M and Lot M-2 of the Subdivision of Placer 107, City of Deadwood, Lawrence County, South Dakota. (Contains 0.05 acre)**

***(see next page for photo)***



## EXHIBIT 3

Outlots 3, 4, and 5 of M.S. 38, City of Deadwood, Lawrence County, South Dakota.  
EXCEPTING therefrom Lot H-1, as shown on plat filed in Plat Book 4 on Page 383;  
EXCEPTING therefrom Lot H-2, as shown on the plat filed in Plat Book 5 on Page 38;  
EXCEPTING therefrom Lot H-3, as shown on the plat filed in Plat Book 5 on Page 53.





SALES AGREEMENT

DATE Jan 14, 2025

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER CITY OF DEADWOOD
STREET ADDRESS 102 SHERMAN ST
CITY/STATE DEADWOOD, SD COUNTY LAWRENCE
POSTAL CODE 57732-1309 PHONE NO. 605-578-3082
EQUIPMENT Lornie Stadler - PHONE NO. 605-641-7745
PRODUCT SUPPORT Lornie Stadler - PHONE NO. 605-641-7745
INDUSTRY CODE: GOVT. - CITY - MUNICIPAL (950 ) PRINCIPAL WORK CODE
POINT OF POSSESSION AT: Deadwood, SD

CUSTOMER NUMBER C21825
Sales Tax Exemption # (if applicable) 466000091
CUSTOMER PO NUMBER

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON INVOICE CASH FINANCIAL SERVICES CONTRACT LEASE
CASH WITH ORDER BALANCE TO FINANCE 0.00 CONTRACT INTEREST RATE 0.00
PAYMENT PERIOD ANNUAL PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS OPTIONAL BUY-OUT

Table with 3 columns: Description, Lights/Aux/LED, Guard/Powertrain/Lower. Includes items like 926 14A WHEEL LOADER, STANDARD LIFT, COUPLER READY, HYDRAULICS, 3V, etc.

TRADE-IN EQUIPMENT table with columns: MODEL, YEAR, SN, Expected SMU, VALUE, PAYOUT TO, AMOUNT, PAID BY. Includes summary rows for NET TRADE DIFFERENCE, TRADE-IN PAYOUT, BALANCE DUE.

MANUFACTURER'S WARRANTY (checked)
USED EQUIPMENT
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.
12 Months Standard Warranty including 12 Months Mileage.
926-84 MO/4000 HR PREMIER

CSA: NEW Cat Customer Value Agreement - National Offer 2 Years, 1,000 Hour SOS and Filters
NOTES: Sourcewell Contract#: 011723-CAT

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND
BY: Riopel, Beau
DATE:
APPROVED AND ACCEPTED ON:
CITY OF DEADWOOD
PURCHASER:
BY:
SIGNATURE:
TITLE:
BUYER:

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said relating shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER. IF ANY, IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING. CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.buttermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE AFOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.**
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-in Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

FARGO, ND (701) 280-3100	GRAND FORKS, ND (701) 775-4238	BISMARCK, ND (701) 223-0890	MINOT, ND (701) 852-3508	JAMESTOWN, ND (701) 251-1400	DICKINSON, ND (701) 456-1400	HANKINSON, ND (701) 242-7474	HOOPLE, ND (701) 894-6363	DEVILS LAKE, ND (701) 665-3800
SIoux FALLS, SD (605) 336-3010	ABERDEEN, SD (605) 225-6240	RAPID CITY, SD (605) 342-4850	PIERRE, SD (605) 224-5400	HURON, SD (605) 353-1200	WATERTOWN, SD (605) 954-7100	FREMONT, NE (402) 721-2800	KEARNEY, NE (308) 236-4640	PICKRELL, NE (402) 673-4200
CHADRON, NE (308) 432-5593	SIDNEY, MT (406) 742-7700							

CITY OF DEADWOOD-M035285-CAT 926 14A-5 YR CONTRACT  
 RATE GOOD THROUGH THE END OF THE MONTH

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.790 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Starting Amount	02/15/2025	182,827.64	1		
2 Doc Fee	02/15/2025	250.00	1		
3 Payment	02/15/2026	31,555.59	4	Annual	02/15/2029
4 Payment	02/15/2030	97,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Starting Amount	Doc Fee	Payment	Interest	Principal	Balance
Starting Amount	02/15/2025	182,827.64					182,827.64
Doc Fee	02/15/2025		250.00		0.00	0.00	183,077.64
2025 Totals		182,827.64	250.00	0.00	0.00	0.00	
2026 Totals	1 02/15/2026	0.00	0.00	31,555.59	10,600.20	20,955.39	162,122.25
2027 Totals	2 02/15/2027	0.00	0.00	31,555.59	9,386.88	22,168.71	139,953.54
2028 Totals	3 02/15/2028	0.00	0.00	31,555.59	8,103.31	23,452.28	116,501.26
2029 Totals	4 02/15/2029	0.00	0.00	31,555.59	6,745.42	24,810.17	91,691.09
2030 Totals	5 02/15/2030	0.00	0.00	97,000.00	5,308.91	91,691.09	0.00
Grand Totals		182,827.64	250.00	223,222.36	40,144.72	183,077.64	





### CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 1/22/2025

Organization: main street Initiative Promotions C

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Desirae Van Rickett  
 Address: 4 Washington St.; Deadwood  
 Phone #: 605-222-1354  
 Email: desvr82@gmail.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: 3/28/2025

Date of Raffle Drawing: 3/28/2025

Value of Raffle Prize: 50/50 drawing to be split w/ winning ticket & MSI

Proceeds will benefit: main street Initiative (Deadwood)

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_