



# City Commission Regular Meeting Agenda

Monday, June 20, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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 June 6, 2022 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for June 20, 2022

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 for Mayor to sign SDML Work Comp Intergovernmental Contract.

b. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Glen and Penny Roller and Carleen Greslin.

c. Acknowledge annual check from BID #7 Fund to ZCN, LLC (Deadwood Mountain Grand) per contract in the amount of \$550,000.00.

[d.](#) Permission to pay Schmidt Concrete \$4,500.00 for installation of 400 square feet of concrete under the new Crows Nest Seating Area. To be paid from the HP Capital Assets Rodeo Grounds line item.

e. Permission to accept termination of patrol officer Lane Bridges effective June 10, 2022.

f. Permission to advertise in-house for 5 days and then in official newspaper for one full time patrol officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified)

g. Permission to promote Cory Shafer to Lieutenant position at \$29.00 per hour effective June 21, 2022.

- h. Permission to advertise in house for 5 days for Patrol Sergeant II position at \$27.00 per hour.
- i. Permission to hire John Campbell as part-time lifeguard at \$13.27 per hour effective June 21, 2022, pending pre-employment screening.
- j. Permission to hire Cristian Fierro as part-time seasonal Library Assistant I at \$13.27 per hour effective June 27, 2022 pending pre-employment screening.
- [k.](#) Permission to approve updated job descriptions for Library Assistant I and Library Assistant II. Acknowledge Jenna Fowls as Assistant I and Kathy McKillip as Assistant II. No duties or wages will change but revising numbers for consistency across all departments.
- [l.](#) Approve loan agreement 2022-002 to the Hulett Wyoming Museum for display of the Traveling Baseball Exhibit.
- [m.](#) Permission for Mayor to sign annual agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$400.00 per month.
- [n.](#) SD Wildland Fire letter of support for a local office
- o. Permission for Mayor to appoint Charles Eagleson to the vacant Planning and Zoning Commission position effective June 21st, 2022. Term expires on December 31, 2022.
- [p.](#) Permission to allow finance officer to sign Agent Transfer Request form for Wellmark group health policy.
- [q.](#) Permission to pay All Metal Manufacturing, Inc. for 63' of metal railing at Outlaw Square in the amount of \$5,918.38. (Originally approved in 2021 but not completed until 2022. To be split equally between Public Buildings Maintenance, Bed and Booze and Outlaw Square.)
- [r.](#) Permission to pay Affordable Seating invoice for 60 ladder back metal bar stools in the amount of \$7,150.00 for the Days of 76 Crows Nest deck. (Expenditure part of approved budget for HP Capital Assets)
- s. Deadwood History Inc. request approval to serve complimentary beer and wine for Big Thank You Event at Adams Museum from 5:00 p.m. to 7:00 p.m. Thursday, September 8, 2022
- t. Permission to purchase 5500 gallons of fuel at \$4.51 per gallon from Southside Oil
- [u.](#) Approve Resolution 2022-13 Declare Surplus and Destroy.
- v. Permission to waive 45-day requirement and approve use of public property at Sherman Street Lot on Monday, July 4, 2022 for July 4 Firecracker 5K Run/Walk
- [w.](#) Permission to hire Schmidt Concrete to replace concrete road panels on Stewart Street in the amount of \$5,750.00. City Staff will perform the removal of the damaged concrete. (To be paid from the street repair budget.)
- x. Permission to hire Mike Olsen as Mt. Moriah Ticket Booth Attendant at \$13.27 per hour effective June 21, 2022 pending pre-employment screening.

## 7. **Bid Items**

- [a.](#) Results of bid opening on June 1, 2022 at 2:00 p.m. for Mount Moriah Cemetery Improvements Project. Complete Concrete - \$283,840.00 and S&S Builders - \$687,290.00
- [b.](#) Results of bid opening on Thursday, June 2, 2022 at 2:00 p.m. of 23 Centennial Avenue Retaining Wall. RCS Construction - \$129,000.00
- [c.](#) Results of bid opening on Thursday, June 2, 2022 at 2:00 p.m. for 9 Shine Street Retaining Wall. RCS Construction - \$164,000.00
- [d.](#) Results of bid opening on Thursday, June 2 2022 at 2:00 p.m. for 8 Jefferson Street Retaining Wall. RCS Construction - \$249,000.00

## 8. **Public Hearings**

- [a.](#) Hold public hearing for Retail (on-off sale) Malt Beverage for Clark & Apex LLC at 612-614 Main Street
- [b.](#) Hold public hearing for Retail (on sale) Liquor License Transfer from Midnight Star, LLC to Main Ledge, LLC dba Midnight Star
- [c.](#) Hold public hearing for Dia Del Taco Event: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. and open container in Zone 3 Outlaw Square including Deadwood Street from noon to 10:00 p.m. on Sunday, July 10, 2022.
- [d.](#) Hold public hearing for What Women Want Event: street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. to 9:00 p.m. and open container in Zone 3 Outlaw Square including Deadwood Street from 11:00 a.m. to 7:00 p.m. on Saturday, July 16, 2022.
- e. Set public hearing on July 5 for What Women Want Event: to include street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, July 15 to 9:00 p.m. on Saturday, July 16, 2022
- f. Set public hearing on July 5 to review extension of open container Zone 2 to include 93 Sherman Street. (Review was stipulation of original approval.)

## 9. **Old Business**

## 10. **New Business**

- [a.](#) Second Reading of Ordinance #1354 Amending Title 17 - Zoning
- [b.](#) Second Reading Ordinance #1355 - Temporary Moratorium for Additional Short-Term Rentals in the following zoning districts: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.
- [c.](#) Permission to purchase a new Sunray 90 message board trailer from National Signal Inc. in the amount of \$16,513.00. (Cost to be shared from Street, Water, and Parks equipment budgets.)
- [d.](#) First reading Ordinance #1356 Amending 5.40 Tourist Conveyances
- e. Permission to enter into contract negotiation with JLG Architects and Walker Consultants for Planning & Design Services for a future parking facility at a location to be determined.

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

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action.  
Executive Session for Legal Matters per SDCL 1-25-2(3) with possible action.  
Executive Session for Contractual Matters per SDCL 1-25-2(4) with 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

*If you no longer have business activities during the meeting, do not feel obligated to remain.*



**REGULAR MEETING, JUNE 6, 2022**

The Regular Session of the Deadwood City Commission convened on Monday, June 6, 2022 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Johnson seconded to approve the minutes of May 16, 2022. Roll Call: Aye-All. Motion carried.

**MAY, 2022 PAYROLL:** COMMISSION, \$2,730.76; FINANCE, \$19,508.85; PUBLIC BUILDINGS, \$13,923.04; POLICE, \$74,865.60; FIRE, \$6,026.12; BUILDING INSPECTION, \$4,520.23; STREETS, \$29,055.45; PARKS, \$19,608.74; PLANNING & ZONING, \$5,810.01; LIBRARY, \$6,088.16; RECREATION CENTER, \$17,800.13; HISTORIC PRESERVATION, \$19,029.00; WATER, \$15,301.37; MT. MORIAH, \$318.48; PARKING METER, \$10,054.06; TROLLEY, \$13,221.73; PARKING RAMP, \$1,360.18. **PAYROLL TOTAL: \$259,221.91.**

**MAY, 2022 PAYROLL PAYMENTS:**

Internal Revenue Service, \$66,550.49; S.D. Retirement System, \$33,114.42; Delta Dental, \$4,508.00.

**APPROVAL OF DISBURSEMENTS**

Struble moved, Todd seconded to approve the June 6, 2022 disbursements as amended. Roll Call: Aye-All. Motion carried.

2100 INC	BID #8	25,000.00
A & B BUSINESS SOLUTIONS	CONTRACT	515.20
A & J SUPPLY	SUPPLIES	212.37
ABSOLUTE LOG HOMES	SUPPLIES	628.94
ACE HARDWARE	SUPPLIES	147.77
ALSCO	SUPPLIES	2,080.75
AMAZON CAPITAL	SUPPLIES	827.26
AMERICAN ENGINEERING TESTING	PROJECT	1,097.75
AMERICAN LEGION EMBLEM	SUPPLIES	260.45
AMERICAN RED CROSS TRAINING	SUPPLIES	402.00
ANTHEM SPORTS	SUPPLIES	233.97
ATCO INTERNATIONAL	SUPPLIES	530.40
BH ASPHALT	PROJECT	14,392.88
BH CHEMICAL	SUPPLIES	2,346.91
BH PIONEER	SERVICE	20,250.00
BH SECURITY	PROJECT	448.01
BH SPECIAL SERVICES	CLEANING	2,250.00
BH WINDOW CLEANING	SERVICE	1,339.00
BURLESON, BILL	REIMBURSEMENT	72.24
CAPFIRST EQUIPMENT FINANCE	CAT938M LOADERS	36,882.10
CENTURY BUSINESS	PLOTTER	645.41
CERTIFIED LABORATORIES	SUPPLIES	194.66
CHAINSAW CENTER	RENTAL	443.59
CHAMBERLIN ARCHITECTS	PROJECT	4,881.25
CITY OF SPEARFISH	DUTY VEST	150.00
COCA COLA	SUPPLIES	680.00
CULLIGAN	SUPPLIES	170.25
DB MARKETING TEAM	SUPPLIES	114.44
DEADWOOD CHAMBER	BILL LIST	98,242.01
DEADWOOD CHAMBER	BID#9	80,000.00
DEADWOOD ELECTRIC	SERVICE	6,153.10
DVFD	REIMBURSEMENT	450.00
DEADWOOD GAMING ASSOCIATION	BID #8	10,000.00
DEADWOOD HISTORY	ALLOCATION	110,000.00
DEADWOOD HOSPITALITY RESORT	REIMBURSEMENT	6,500.00
DEPOT MUSIC PRODUCTIONS	SERVICE	500.00
DOG WASTE DEPOT	SUPPLIES	299.98
EAGLE ENTERPRISES	SUPPLIES	191.76
ECOLAB	SERVICE	98.15
EPCO	SUPPLIES	1,573.74
FASTENAL	SUPPLIES	5.95
FIRST INTERSTATE BANK	TIF #8	248,009.74
FIRST NET	SERVICE	160.16
GOLDEN WEST	SERVICE	1,349.34
HAMANN, ALEX	MEETINGS	210.00
HAWKINS	SUPPLIES	1,498.14
HILLYARD	SUPPLIES	438.55
HUNTINGTON	TROLLEYS	73,509.42
IPS GROUP	SERVICE	2,740.40
JACOBS WELDING	SERVICE	1,159.08
KIMBALL MIDWEST	SUPPLIES	758.24
KNECHT	SUPPLIES	2,660.47
LAKOTA CONTRACTING	UNIFORMS	160.70
LARIVE, ANDREW	REIMBURSEMENT	138.44
LAWRENCE CO. REGISTER	SERVICE	30.00

**REGULAR MEETING, JUNE 6, 2022**

LAWSON PRODUCTS	SUPPLIES	212.22
LIBERTY NATIONAL BANK	TIF #9	86.88
MENARD'S	SUPPLIES	1,670.09
MID-AMERICAN RESEARCH	SUPPLIES	2,648.54
MDU	SERVICE	9,041.56
MS MAIL	SERVICE	1,535.80
MUTUAL OF OMAHA	INSURANCE	266.42
NAJA SHRINERS	BID #8	10,000.00
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHWEST PIPE FITTINGS	SUPPLIES	3,498.76
OTIS ELEVATOR	MAINTENANCE	814.59
PRESSURE SERVICES	SUPPLIES	58.63
QUADIENT FINANCE USA	POSTAGE	500.00
QUADIENT LEASING USA	LEASE	245.46
QUICKTROPHY	SUPPLIES	45.17
QUIK PAVE PRODUCTS	SUPPLIES	1,373.93
QUIK SIGNS	SERVICE	212.89
RAKOW, JASON	MEETINGS	105.00
RAPID DELIVERY	SERVICE	14.95
RECREATION SUPPLY	SWIM BLOCKS	32,338.52
ROCKINGTREE LANDSCAPES	SUPPLIES	649.01
RUNGE, MIKE	CONFERENCE	176.99
S AND C CLEANERS	CLEANING	11,301.00
SCOTT PETERSON MOTORS	SERVICE	1,400.84
SD DEPT. OF CORRECTIONS	FIREWISE	3,093.93
SD MUNICIPAL LEAGUE	WORKSHOP	50.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	783.97
SD PUBLIC HEALTH LAB	TESTING	30.00
SDASRO	REGISTRATION	150.00
TEAM LABORATORY CHEMICAL	SUPPLIES	1,776.50
THE BLIND GUY	SERVICE	790.43
THE LORD'S CUPBOARD	RECYCLING	132.75
TOWEY DESIGN GROUP	PROJECT	21,331.84
TRI AIR TESTING	TESTING	227.00
TRUGREEN	SERVICE	179.30
TWIN CITY HARDWARE	SUPPLIES	9,692.46
TWISTED APPAREL	SERVICE	359.60
ULINE	SUPPLIES	582.14
UMENTHUM, KEITH	PROJECT	1,999.20
UNITED LABORATORIES	SUPPLIES	1,319.82
VANWAY TROPHY	SUPPLIES	234.80
VAST	SERVICE	3,654.05
VERBA, DIANNE	REIMBURSEMENT	441.30
VERIZON CONNECT	SERVICE	171.60
VERIZON WIRELESS	SERVICE	748.38
VIEHAUSER ENTERPRISES	SERVICE	42.00
VISIONARY LANDSCAPING	PROJECT	2,198.45
WELLMARK	INSURANCE	58,462.17
WEM	BID #8	6,000.00
WERLINGER AUTO BODY REPAIR	SERVICE	2,236.70
WESTERN STATES FIRE PROTEC	SERVICE	995.00
		Total \$959,948.11

**ITEMS FROM CITIZENS ON AGENDA**

**Years of Service**

Fire Chief Hamann presented certificates to Toby Edstrom for 40 years and Ken Hawki for 50 years as a volunteer firefighter. Commission thanked them for their service.

**Request**

Mayor Ruth Jr. stated this item was continued from last meeting. Sarah Kryger, Deadwood Chamber, stated an agreement has not been made between the American Legion Auxiliary #31 and VFW Post 5969 during the conversations that have been had. Commission Todd stated both are terrific organizations and intention is wonderful but feel that both entities have an opportunity to raise funds. Commissioner Struble asked if there is another event that the Auxiliary could raise funds. Pat Adams, American Legion Auxiliary #31, stated Kool Deadwood Nites has been their only fundraiser for the past 14 years. Mayor Ruth Jr. stated the city understands this is the Auxiliary’s only fundraiser but that does not mean city cannot help in the facilitating finding more fundraising opportunities. Martinisko moved, Johnson seconded to deny request from American Legion Auxiliary #31 of Lead for a special alcohol license to serve beer and wine at Interpretive Lot during Kool Deadwood Nites on Friday, August 26 and Saturday, August 27, 2022. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to refund fee of \$200.00 for the alcohol license to American Legion Auxiliary #31. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 6, 2022****Request**

Martinisko moved, Todd seconded to approve request from Black Hills Post 5969 VFW for a special alcohol license to serve beer and wine at Interpretive Lot during Kool Deadwood Nites on Friday, August 26 and Saturday, August 27, 2022 from 11:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

**CONSENT**

Struble moved, Martinisko seconded to omit item H for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission for the Mayor to sign contract with Simon Contractors of SD, Inc for the Sampson Street mill/overlay project awarded on May 2, 2022.
- B. Accept resignation of Wes Thompson as Mount Moriah Cemetery Ticket Booth Attendant effective May 23, 2022.
- C. Permission to move Verla Little from part-time to full-time patrol officer at \$25.79 per hour effective June 7, 2022
- D. Permission to make Trolley Drivers Randi Coddington and Herb Cowart Weekend Trolley Managers with an additional \$2.00 per hour when acting as managers, per Section 5.12 of employee handbook.
- E. Remove Alison Ball, Library Assistant II, from payroll effective May 31, 2022.
- F. Permission to advertise in house for 5 days and then official newspaper for Library Assistant II at 13.27 per hour.
- G. Permission for the library to purchase four Maxwell Thomas Lounge chairs with tablet arm and power from Direct Supply in the amount of \$5,333.19. (To be paid from Library furniture budget which was increased due to SD Humanities Council American Rescue Plan grant that was received on November 22, 2021.)
- H. Removed for separate consideration in New Business
- I. Recommendation from Event Committee to waive user fees for Jeep Jamboree due to issues with parking at Event Complex during 2021 Jeep Jamboree Event.
- J. Permission for Mayor to sign parking lease with Peterson CPA for three (3) parking spots located on Siever Street for a total of \$225.00 per month plus tax and applicant shall incur the cost of the signs and installation. Recommended approval by the Parking and Transportation Committee on May 19, 2022.
- K. Allow use of public property at the Event Complex on Thursday, September 15 through Saturday, September 17, 2022 for Black Hills Jeep Jamboree.
- L. Permission to approve updated job description for Fire Service Technician position.
- M. Recommendation from Parking & Transportation Committee to allow free ridership on City trolleys during Kool Deadwood Nites (Wednesday, August 25th through Sunday, August 28, 2022.) Acknowledge \$21,000.00 of contributions to the City from sponsors to offset Trolley revenue for event.
- N. Approve Special Alcohol License for His and Hers Ale House to serve beer and wine at Outlaw Square, Sunday, July 3 from 4:30 p.m. to 10:00 p.m. and Friday, July 8 and Saturday, July 9, 2022 from 4:30 p.m. to 10:00 p.m. for Deadwood Live Events. No public hearing necessary since license is on publicly owned property.
- O. Permission to hire and pay Viehauser Enterprises (DBS Genes) to upgrade keyless entry for back door of the firehall in the amount of \$\$2,934.94. (To be paid from Public Buildings budget.)
- P. Permission to hire Warne Chemical for Noxious Weed treatment along Whitewood Creek through Deadwood in the amount of \$5,030.00. (To be paid from Parks - CIP Whitewood Creek line item.)
- Q. Permission to allow Police Dept to purchase 2020 Dodge Durango from Kansas Highway Patrol in amount of \$29,350.00. (To be paid from Police equipment budget.)
- R. Permission to allow Sergeant Cory Shafer to travel (via airplane) to Topeka, Kansas and drive back newly purchased vehicle. Travel will occur within the next two weeks with expenditures not to exceed \$1,500.00.

**BID OPENINGS****Mt. Moriah Cemetery Improvements**

Mayor Ruth stated one bid was opened for Mt. Moriah Project as advertised. Bid bonds and acknowledge of Addendum 1 were included in the following bid submittals:

**REGULAR MEETING, JUNE 6, 2022**

Complete Concrete: \$283,840.00  
S&S Builders: \$687,290.00

Historic Preservation Officer Kuchenbecker asked to continue for review. Martinisko moved, Johnson seconded to continue results of bid opening on June 1 at 2:00 p.m. for Mt. Moriah Cemetery Improvements Project. Roll Call: Aye-All. Motion carried.

**23 Centennial Avenue**

Mayor Ruth stated one bid was opened for 23 Centennial Avenue Retaining Wall as advertised. Bid bonds and acknowledge of Addendums 1 and 2 were included in the following bid submittals:

RCS Construction - \$129,000.00

Kuchenbecker asked to continue for review. Johnson moved, Martinisko seconded to continue results of bid opening on June 2 at 2:00 p.m. for 23 Centennial Avenue Retaining Wall. Roll Call: Aye-All. Motion carried.

**9 Shine Street**

Mayor Ruth stated one bid was opened for 9 Shine Street Retaining Wall as advertised. Bid bonds and acknowledge of Addendums 1 and 2 were included in the following bid submittals:

RCS Construction - \$164,000.00

Kuchenbecker asked to continue for review. Struble moved, Todd seconded to continue results of bid opening on June 2 at 2:00 p.m. for 9 Shine Street Retaining Wall. Roll Call: Aye-All. Motion carried.

**8 Jefferson Street**

Mayor Ruth stated one bid was opened for 8 Jefferson Retaining Wall as advertised. Bid bonds and acknowledge of Addendums 1 and 2 were included in the following bid submittals:

RCS Construction - \$249,000.00

Kuchenbecker asked to continue for review. Martinisko moved, Johnson seconded to continue results of bid opening on June 2 at 2:00 p.m. for 8 Jefferson Street Retaining Wall. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****Set**

Struble moved, Todd seconded to set public hearing on June 20 for Retail (on-off sale) Malt Beverage for Clark & Apex LLC at 612-614 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on June 20 for Retail (on sale) Liquor License transfer from Midnight Star, LLC to Main Ledge, LLC dba Midnight Star. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on June 20 for What Women Want Event. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on June 20 for Dia Del Taco Event. Roll Call: Aye-All. Motion carried.

**OLD BUSINESS****Annual Report**

Finance Officer McKeown spoke about the annual report. Johnson moved, Martinisko seconded to approve the 2021 unaudited annual report. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 6, 2022****NEW BUSINESS****Employee Handbook (6H)**

McKeown stated that was an error, discussion not needed as wage scale will be on a future agenda. Martinisko moved, Struble seconded to approve updating employee handbook section 4.15. Roll Call: Aye-All. Motion carried.

**Variance**

Planning and Zoning Administrator Russell spoke about the Variance. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve the request for variance - Richard Neeson - 26 Washington Avenue (Tract A being a Subdivision of Lots 3 and 4 in Block 53 of the Original Townsite of Deadwood Lawrence County, South Dakota.) Approved by the Planning and Zoning Commission on May 18, 2022 and Historic Preservation Commission on May 25, 2022. Roll Call: Aye-All. Motion carried.

**Final Plat**

Russell spoke about the final plat. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve the final plat. Corrected Final Plat - Creating Property Lines/Sale of Property - Stage Run - DMD Construction INC. Lots 12A, 12B, 13A and 13B, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Located in the SW1/4 of Section 14, the SE1/4 Section 15, The NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, Formerly a Portion of Lot 1, Block 4A. Approved by Planning & Zoning Commission May 18, 2022. Roll Call: Aye-All. Motion carried.

**Final Plat**

Russell spoke about the final plat. Struble moved, Martinisko seconded Act as Board of Adjustment and approve the final plat - Creating Property Lines/Sale of Property - The Ridge - Randy Horner. Lot A of the Ridge Development Formerly A Portion of the Preacher Smith Tract. Located in Government Lot 8 and Government Lot 5 Sec. 1, T.5.N., R.3.E., B.H.M. The City of Deadwood, Lawrence County, South Dakota. Approved by the Planning and Zoning Commission on May 18, 2022. Discussion was held concerning the TIF district. Roll Call: Aye-All. Motion carried.

**Final Plat**

Russell spoke about the final plat. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve final Plat - Consolidating Property Lines - Park Plat - City of Deadwood. Park Lot and Spring Street Lots 1 and 2; Consisting of an Unnamed Lot, Lot C and Lot 2 of Block 1, Lots A, B and Lots 2 thru 6 of Block 2, and the Unnamed Right of Way; Being Portions of M.S 283, in the City of Deadwood, Lawrence County, South Dakota. Approved by the Planning and Zoning Commission on May 18, 2022. Roll Call: Aye-All. Motion carried.

**Rezoning Request**

Russell spoke about the rezoning from Residential (R1) to Commercial (C1). Commissioner Martinisko thanked Mrs. Ideus for understanding the current vacation rental concerns. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve rezoning request - Nicole Ideus - 6, 8, 10 Water Street - Plat of Tract A revised, including Tract A, Lot B-2, Lot C of Water Street Right of Way and the remainder of probate Lot 318 lying West of the East Bulkhead of Whitewood Creek. Being a portion of Probate Lot 318 and Block 38, Original Town, City of Deadwood. All located in the SE1/4 of Section 22, and the SW1/4 of Section 23, T.5N., R.3E., B.H.M., Lawrence County, South Dakota. (Lot C and B-2 according to Plat Doc. #95-4001.) Recommended Approval by Planning and Zoning Commission May 18, 2022. Roll Call: Aye-All. Motion carried.

**First Reading**

Russell stated ordinance is to update zoning map. Struble moved, Todd seconded to approve First Reading of Ordinance #1354 Amending Title 17, Zoning. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 6, 2022****Findings of Facts**

Russell spoke about the permit. Struble moved, Johnson seconded to Act as Board of Adjustment and approve Findings of Fact and Conclusion - Conditional Use Permit - Bed and Breakfast - Deanna and Thomas Smith at 29 Van Buren St. (The Southerly 57 feet of Lots 21, 22, 23 and 24, Block 50 Original Townsite, City of Deadwood Lawrence County, South Dakota.) Recommend Approval by Planning and Zoning Commission on May 18, 2022.

**License**

McKeown stated applicant has meet all city criteria of the cannabis ordinances for Medical Dispensary. City license will not be issued until state approval and final approval are received. Martinisko moved, Struble seconded to release Form E for GLP SD, LLC at 417 Cliff Street. Roll Call: Aye-All. Motion carried.

**Purchase**

Kuchenbecker spoke about the purchase. Johnson moved, Struble seconded to approve purchase of streetlight banners from Quik Signs for Pioneer Way from Broken Boot to First Gold at cost not to exceed \$7,321.50. (To be paid from the HP Public Education line item.) Roll Call: Aye-All. Motion carried.

**Purchase**

Fire Chief Hamann spoke about the purchase. Struble moved, Todd seconded to allow Fire Dept. to purchase four (4) Motorola AXP4000 and six (6) Motorola SL-300 radio/pagers from Western Communications in an amount not to exceed \$15,106.00. (To be paid from Fire Dept. Equipment budget.) Roll Call: Aye-All. Motion carried.

**Contract**

Kuchenbecker spoke about the contract. Johnson moved, Todd seconded to enter into contract with L and L Insulation Inc. to mitigate mold in the basement of 1 Mt. Moriah Drive in the amount of \$7,860.00. (To be paid from Mt. Moriah repair budget.) Roll Call: Aye-All. Motion carried.

**Contract**

Public Works Director Nelson Jr. spoke about the contract. Martinisko moved, Struble seconded to accept quote and enter into contract with Tree Wise Men LLC for phase 6 of clean up to Whitewood Creek (Highway 385 to 320 Cliff Street) in the amount of \$29,700.00. (to be paid from the Parks Department Budget – CIP Whitewood Creek.) Roll Call: Aye-All. Motion carried.

**Pay**

Kuchenbecker spoke about the payment. Struble moved, Todd seconded to pay Lawrence County in the amount of \$10,030.13 for the third payment of three for the 2020 Flight of Pictometry Aerial Imagery. (To be paid from Historic Preservation GIS line item.) Roll Call: Aye-All. Motion carried.

**First Reading**

Russell spoke about the ordinance. He stated there are possible discrepancies with short-term rentals in different zoning districts. Mayor Ruth Jr. this is a process that started with a conditional use permit hearing. City recognized then that as a commission and community, we had to decide what type of densities each neighborhood would be ok with and what would be appropriate. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1355, Temporary Moratorium for additional short-term rentals in the following zoning districts: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use and Park Forest. Pat Dringman, Block Club Representative of Stage Run, understands the zoning issue, requested a block club meeting to talk about short-term rentals. Mayor Ruth Jr stated the public hearing on June 20, and everyone will have the opportunity to speak either for or against this moratorium. Commissioner Todd stated it is not just unique to Stage Run but all over town. Lois Schretenthalen, Stage Run Resident, questioned what happens to the short-term rentals that are active now. Attorney Riggins stated with the passage of the moratorium, current legal short-term rental would not be affected. Nancy Clausen, Stage Run Resident, questioned if the tenants are allowed to rent when not living there and concerned about safety issue with

**REGULAR MEETING, JUNE 6, 2022**

everyone coming ang going. Commissioner Martinisko stated if there are any issues concerning safety, please contact the Police Department. Roll Call: Aye-All. Motion carried.

**Public Hearing**

Martinisko moved, Johnson seconded to set public hearing for second reading of Ordinance #1355 on June 20, 2022. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

Oz Enderby, President of Lead Fire Protection Board, asked the Commission for a letter of support concerning the South Dakota Wildland Fire leaving the Lead Fire Station.

Sandy Glover, Fire Department, stated there will be an open house on Wednesday, June 29 to commemorate the 20<sup>th</sup> Anniversary of the Grizzly Gulch Fire.

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

**ADJOURNMENT**

Martinisko moved, Struble seconded to adjourn the regular session at 5:58 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, June 6, 2022 at 5:00 p.m.

After coming out of executive session at 7:23 p.m.

Martinisko moved, Johnson seconded to advertise in house for 5 days and then official newspaper for Fire Service Technician position at \$25.00 per hour. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to advertise in house for 5 days for police lieutenant position at \$29.00 per hour. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to adjourn.

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

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

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

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-06/16/22	101-3000-202	LIQUOR LICENS BEV. LIC.- CLARK & APEX	000000	150.00
01-3309	THE LORD'S CUPBOARD					
		I-6/9/22	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	81.31
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						231.31
01-0418	BLACK HILLS PIONEER					
		I-392 - 2022	101-4111-423	PUBLISHING MINUTES - 4/18/22	000000	245.55
		I-393 - 2022	101-4111-423	PUBLISHING ORD. #1353 - MOBILE F&B PERMIT	000000	61.63
		I-394 - 2022	101-4111-423	PUBLISHING NOH - COMMUNITY PICNIC	000000	12.13
		I-395 - 2022	101-4111-423	PUBLISHING NOH-BEV LIC'S-MICHELLE'S TACOS	000000	14.56
		I-396 - 2022	101-4111-423	PUBLISHING NOH - DWD LIVE - 7/3/22	000000	15.04
		I-397 - 2022	101-4111-423	PUBLISHING NOH - DWD LIVE - 7/8-7/9/22	000000	15.53
		I-398 - 2022	101-4111-423	PUBLISHING NOH - NAJA SHRINERS	000000	13.59
		I-399 - 2022	101-4111-423	PUBLISHING NOH - DAYS OF '76	000000	20.38
		I-400 - 2022	101-4111-423	PUBLISHING NOH - DEADWOOD JAM	000000	21.35
		I-437 - 2022	101-4111-423	PUBLISHING NOTICE TO BID- 8 JEFF.RET.WALL	000000	31.45
		I-438 - 2022	101-4111-423	PUBLISHING NOTICE TO BID-9 SHINE RET.WALL	000000	30.57
		I-439 - 2022	101-4111-423	PUBLISHING NOTICE TO BID - 23 CENTENN RW	000000	31.45
		I-490 - 2022	101-4111-423	PUBLISHING MINUTES - 5/2/22	000000	252.83
01-0545	LYNN'S DAKOTA MART					
		I-0002 - 5/6/22	101-4111-426	SUPPLIES WORK SESSION SUPPLIES - COMM	000000	49.76
				DEPARTMENT 111	COMMISSION	TOTAL:
						815.82
01-2394	GUNDERSON, PALMER, NELS					
		I-117857	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,705.03
				DEPARTMENT 141	ATTORNEY	TOTAL:
						2,705.03
01-0966	PETTY CASH-FINANCE OFFI					
		I-06/15/2022	101-4142-426	SUPPLIES PETTY CASH- POSTAGE/FINANCE	000000	1.35
01-4317	VIGILANT BUSINESS SOLUT					
		I-220628	101-4142-422	PROFESSIONAL BACKGROUND INVEST.- FINANCE	000000	117.00
				DEPARTMENT 142	FINANCE	TOTAL:
						118.35
01-0429	BLACK HILLS ENERGY					
		I-POWER 05/27/22	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.01
		I-POWER 05/27/22	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	51.61
		I-POWER 05/27/22	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00



PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	05/27/22	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.07
	I-POWER	05/27/22	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
	I-POWER	05/27/22	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	313.53
	I-POWER	05/27/22	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	108.88
	I-POWER	05/27/22	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	23.21
	I-POWER	05/27/22	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.05
	I-POWER	05/27/22	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	517.87
	I-POWER	05/27/22	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
	I-POWER	05/27/22	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	72.54
	I-POWER	05/27/22	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,736.89
	I-POWER	05/27/22	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.66
	I-POWER	05/27/22	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,458.22
	I-POWER	05/27/22	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	41.90
	I-POWER	05/27/22	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	951.07
	I-POWER	05/27/22	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	187.42
	I-POWER	05/27/22	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	89.60
	I-POWER	05/27/22	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	25.54
	I-POWER	05/27/22	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	552.81
	I-POWER	05/27/22	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	118.69
	I-POWER	05/27/22	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	291.05
	I-POWER	05/27/22	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,405.21
	I-POWER	05/27/22	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.44
	I-POWER	05/27/22	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	604.81
	I-POWER	05/27/22	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	305.58
	I-POWER	05/27/22	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	26.98
	I-POWER	05/27/22	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.65
	I-POWER	05/27/22	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
	I-POWER	05/27/22	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	97.74
	I-POWER	05/27/22	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	103.89
	I-POWER	05/27/22	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	166.03
	I-POWER	05/27/22	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	56.42
	I-POWER	05/27/22	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	37.43
	I-POWER	05/27/22	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	26.60
	I-POWER	05/27/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	115.26
	I-POWER	05/27/22	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
	I-POWER	05/27/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	378.99
	I-POWER	05/27/22	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	56.83
	I-POWER	05/27/22	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	60.54
	I-POWER	05/27/22	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	380.84
	I-POWER	05/27/22	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	335.08
	I-POWER	05/27/22	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
	I-POWER	05/27/22	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,220.92
	I-POWER	05/27/22	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	44.68
	I-POWER	05/27/22	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	101.04
	I-POWER	05/27/22	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.86
	I-POWER	05/27/22	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	34.88
	I-POWER	05/27/22	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.65
	I-POWER	05/27/22	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	186.98

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 05/27/22	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	27.43
		I-POWER 05/27/22	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	203.82
		I-POWER 05/27/22	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	29.71
		I-POWER 05/27/22	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,071.40
		I-POWER 05/27/22	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	129.53
		I-POWER 05/27/22	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	446.35
		I-POWER 05/27/22	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	39.90
		I-POWER 05/27/22	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	124.46
		I-POWER 05/27/22	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	66.13
		I-POWER 05/27/22	101-4192-428	UTILITIES 5 SIEVER ST	000000	610.01
		I-POWER 05/27/22	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	36.18
		I-POWER 05/27/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	518.06
		I-POWER 05/27/22	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	68.10
		I-POWER 05/27/22	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,058.57
		I-POWER 05/27/22	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.82
		I-POWER 05/27/22	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.16
		I-POWER 05/27/22	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.61
		I-POWER 05/27/22	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00
		I-POWER 05/27/22	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	35.85
		I-POWER 05/27/22	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	370.30
		I-POWER 05/27/22	101-4192-428	UTILITIES 610 BROADWAY ST	000000	95.45
		I-POWER 05/27/22	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	600.29
		I-POWER 05/27/22	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	31.02
		I-POWER 05/27/22	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	828.11
		I-POWER 05/27/22	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,497.33
		I-POWER 05/27/22	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	32.97
		I-POWER 05/27/22	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	35.18
		I-POWER 05/27/22	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	87.51
		I-POWER 05/27/22	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	578.84
		I-POWER 05/27/22	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	601.16
		I-POWER 05/27/22	101-4192-428	UTILITIES 737 MAIN ST	000000	10.62
		I-POWER 05/27/22	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	111.38
		I-POWER 05/27/22	101-4192-428-12	UTILITIES - P 767 MAIN ST	000000	21.22
		I-POWER 05/27/22	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00
		I-POWER 05/27/22	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.60
		I-POWER 05/27/22	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.87
		I-POWER 05/27/22	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.26
		I-POWER 05/27/22	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	407.62-
01-0514	SIMON MATERIALS COMPANY					
		I-2708836	101-4192-426-06	SUPPLIES - DA 11.97 TON 1" ROADSTONE/GRANDST	000000	134.66
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-66153	101-4192-422	PROFESSIONAL (2) MOUNT-BALANCE TIRES/PB	000000	45.00
01-0782	JACOBS PRECISION WELDIN					
		I-29193	101-4192-426-03	SUPPLIES - BA SQUARE TUBE CUT TO 2/BALLFIELD	000000	497.50

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
	I-06/15/2022	101-4192-426-04	SUPPLIES - CI PETTY CASH-CITY HALL SUPPLS-PB	000000	22.20	
01-1098	HILLYARD/SIOUX FALLS					
	I-604765886	101-4192-426	SUPPLIES ROBUSTO-ARSENAL-FOAM-AERO/PB	000000	1,692.36	
	I-700507472	101-4192-425-21	REPAIRS - WEL FOAM FILTER KIT FOR C3/WELCOM	000000	7.33	
01-1358	STAN HOUSTON EQUIP.CO.I					
	I-2094785	101-4192-426	SUPPLIES ADHESIVE-2" CORE BIT/PB	000000	136.82	
01-1424	SOUTHSIDE SERVICE					
	I-56135	101-4192-422	PROFESSIONAL OIL FILTER-OIL-ANTIFREEZE/FORD	000000	138.95	
01-1483	KNECHT HOME CENTER					
	I-7622026	101-4192-426	SUPPLIES BOSTITCH PALM NAIL - PB	000000	117.19	
	I-7713791	101-4192-426-04	SUPPLIES - CI TRIM-RED OAK/CITY HALL	000000	370.37	
01-1502	BLACK HILLS CHEMICAL					
	I-224662	101-4192-426	SUPPLIES CLOROX-2 PLY TP/PUB BLDGS	000000	169.98	
01-1558	ECOLAB PEST ELIMINATION					
	I-7090359	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	98.15	
01-3151	KONE CHICAGO					
	I-962227265	101-4192-422-17	PROFESSIONAL- MAY ELEV MAINT/DAYS MUS	000000	177.64	
01-4057	VIEHAUSER ENTERPRISES,					
	I-39350	101-4192-422-10	PROFESSIONAL INSTALL DOOR OPERATOR/LIBRARY	000000	3,825.00	
01-4625	FIB CREDIT CARDS					
	I-05/31/22 PUB BLDGS	101-4192-426-13	SUPPLIES - RE SNAP RAIL-50 VZ TV/REC CENTER	000000	309.68	
01-4758	NORTON MOBILE WELDING L					
	I-1254	101-4192-425-21	REPAIRS - WEL INSTALL STAIRCASE-GATE/OSQ	000000	750.00	
01-4957	ONSITE FIRST AID, LLC					
	I-1164	101-4192-426	SUPPLIES FIRST AID METAL FULL KIT/PB	000000	209.95	
	I-1168	101-4192-426-21	SUPPLIES - WE FIRST AID SUPPLIES/WELCOME CEN	000000	120.28	
	I-1171	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CH FINANCE	000000	76.70	
	I-1172	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/ CH POLICE	000000	70.75	
	I-1173	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CH HIST PRE	000000	56.70	
01-4960	THE PLUMBER INC					
	I-14044725	101-4192-422-04	PROFESSIONAL INVEST-REPAIR SEWER SUMP/CITY	000000	247.50	
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	37,921.24

01-0510 GOLDEN WEST TECHNOLOGIE

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 193 COMPUTER SERVICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	continued				
		I-398136	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,289.50
01-4946	CIVICPLUS LLC					
		I-229079	101-4193-422	PROFESSIONAL MUNICODE SELF-PUB.SOFTWR-LIBR	000000	600.00
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	2,889.50
01-0508	GALLS, LLC					
		I-021300193	101-4210-426	SUPPLIES UNIFORM BELT - POLICE	000000	39.50
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-06/15/22	101-4210-426	SUPPLIES TITLE & PLATES-'20 DURANGO-PD	000000	24.20
01-0674	WHITE'S QUEEN CITY MOTO					
		I-349560	101-4210-425	REPAIRS REPAIR ELEC.SYS.-'17 CHEV/ PD	000000	400.84
01-0966	PETTY CASH-FINANCE OFFI					
		I-06/15/2022	101-4210-426	SUPPLIES PETTY CASH-TEMP PLATE/POLICE	000000	15.00
		I-06/15/2022	101-4210-426	SUPPLIES PETTY CASH-POSTAGE/POLICE	000000	61.65
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-831078	101-4210-425	REPAIRS 2 - SNOWDRIVERS - POLICE DPT	000000	26.98
01-1827	MS MAIL & MARKETING					
		I-13127	101-4210-426	SUPPLIES PRINTING BIZ CARDS-OLSON/ PD	000000	25.00
01-3346	MONUMENT HEALTH					
		I-700000832052022	101-4210-422	PROFESSIONAL TESTING	000000	200.00
01-3952	BODY CAMS BY RETIRED CO					
		I-DPD-011222	101-4210-434	MACHINERY/EQU 20 BODY CAMS,2 DOCK STNS - P D	000000	9,000.00
01-4083	DEFENSIVE EDGE TRAINING					
		I-3368	101-4210-427	TRAVEL REGIS.FEE-ARMORER CRSE/LUX-PD	000000	450.00
01-4195	MARCO					
		I-31765293	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	227.01
01-4460	SHAFER, CORY					
		I-06/15/22	101-4210-427	TRAVEL MEALS-TRVL TO GET P D VEHICLE	000000	56.00
01-4625	FIB CREDIT CARDS					
		I-05/31/22FINANCECCD	101-4210-426	SUPPLIES PET CLINIC SUPPLIES	000000	20.50
			DEPARTMENT 210	POLICE	TOTAL:	10,546.68

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1410	WESTERN COMMUNICATIONS,					
	I-17137	101-4221-434	MACHINERY/EQU 2 TRANSFORMERS -	FIRE DEPT	000000	71.45
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-830880	101-4221-425	REPAIRS	10 MOB144606	000000	36.90
	I-32-831328	101-4221-425	REPAIRS	TRANSMISSION FLUID - FIRE DPT	000000	14.84
	I-32-831852	101-4221-425	REPAIRS	2 OIL FILTERS - FIRE DEPT	000000	119.50
	I-32-831866	101-4221-425	REPAIRS	FUEL,OIL,& AIR FILTERS - FIRE	000000	328.92
	I-32-831936	101-4221-425	REPAIRS	WIX OIL FILTER - FIRE DEPT	000000	54.57
01-2473	SD DEPT. OF CORRECTIONS					
	I-C18D2421	101-4221-422-01	PROFESSIONAL	FIRE SUPPRESSION WORK/FIREWISE	000000	326.40
	I-C18D2448	101-4221-422-01	PROFESSIONAL	FIRE SUPPRESSION WORK/FIREWISE	000000	2,229.21
01-4644	BEE ELECTRONICS, INC					
	I-1031321	101-4221-434	MACHINERY/EQU NYLON CASE W/SWIVEL -	FIRE DPT	000000	203.96
01-4821	MACQUEEN EMERGENCY					
	I-P01030	101-4221-422	PROFESSIONAL	LADDER TRUCK TESTING -FIRE DPT	000000	943.41
01-4958	G&G GARBAGE, LLC					
	I-I7273	101-4221-422-01	PROFESSIONAL	MAY TOILET RENTAL/FIREWISE	000000	125.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,454.16
01-0966	PETTY CASH-FINANCE OFFI					
	I-06/15/2022	101-4232-426	SUPPLIES	PETTY CASH- B I POSTAGE	000000	2.19
01-1899	CODE WORKS					
	I-2298	101-4232-422	PROFESSIONAL	C STORE SUITE PLAN REVIEW/BI	000000	210.20
01-3857	DAN'S DUMPSTER SERVICE					
	I-06/06/22	101-4232-422	PROFESSIONAL	DUMPSTER PEARL-TAYLOR STS/BI	000000	1,500.00
01-4625	FIB CREDIT CARDS					
	I-053122HP	101-4232-427	TRAVEL	MEAL MOHR RUSSELL SODACE TRAIN	000000	102.23
	I-053122HP	101-4232-427	TRAVEL	SHELL FUEL SODACE TRIP	000000	48.70
	I-053122HP	101-4232-427	TRAVEL	CHINA BFFT MEAL TM JR SODACE	000000	63.48
01-4711	AMAZON CAPITAL SERVICES					
	I-17T4-9CR4-JRGH	101-4232-426	SUPPLIES	TRACK BALL MOUSE/BLDG INSP	000000	46.60
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,973.40
01-0514	SIMON MATERIALS COMPANY					
	I-2725734	101-4310-425	REPAIRS	12.020 TON BLACK BASE/STRTS	000000	192.32

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0653	FASTENAL COMPANY					
		I-SDRA1115768	101-4310-426	SUPPLIES (35) 1/4 SPRINGHOOK/STRTS	000000	90.41
01-0677	LAWSON PRODUCTS, INC.					
		I-9600121839	101-4310-424	RENTALS TORRENT MNTHLY RENT/STREETS	000000	200.00
01-0782	JACOBS PRECISION WELDIN					
		I-29192	101-4310-426	SUPPLIES 3/16 X 4" FLAT BAR/STRTS	000000	85.20
		I-29199	101-4310-426	SUPPLIES 1 1/4 ALUMINUM TUBING X 29"/ST	000000	13.07
		I-29215	101-4310-426	SUPPLIES ALUM LIGHT POLE BASES/STRTS	000000	640.00
		I-29216	101-4310-426	SUPPLIES FLAT BAR FOR FLAG POLE/STRTS	000000	42.75
01-1500	A & B WELDING					
		I-01053010	101-4310-426	SUPPLIES STRYKER-JACKET-CAP-WIRE/STRTS	000000	215.08
01-1515	RAPID DELIVERY					
		I-05/31/22 DELIVERIE	101-4310-426	SUPPLIES BUTLER DELIVERY SRVS/STRTS	000000	34.78
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-831234	101-4310-426	SUPPLIES 3/8 IN DR 6 MN H/STREETS	000000	4.79
		I-32-831279	101-4310-426	SUPPLIES HOSE CLAMP/STREETS	000000	19.52
		I-32-831725	101-4310-426	SUPPLIES FLAP WHEEL 1/4 IN/STREETS	000000	10.54
		I-32-832493	101-4310-426	SUPPLIES 9 IN RECEIVER TUBE-AEROSOL/STR	000000	99.81
		I-32-832518	101-4310-425	REPAIRS FEM BODY-FEM PLUG/STREETS	000000	13.43
		I-32-832699	101-4310-426	SUPPLIES ROPE PREMIUM STAR/STREETS	000000	1.38
01-1725	QUILL CORPORATION					
		I-25548059	101-4310-426	SUPPLIES COPY PAPER/STREETS	000000	31.99
01-3119	CERTIFIED LABORATORIES					
		I-7802530	101-4310-422	PROFESSIONAL DIESE FUEL TESTING/STRTS	000000	134.02
		I-7806519	101-4310-422	PROFESSIONAL DIESEL FUEL TESTING/STREETS	000000	108.95
01-3754	WL CONSTRUCTION SUPPLY					
		I-31122	101-4310-426	SUPPLIES COMBO DIAMOND BLADE-RECIP/STRT	000000	738.65
01-3956	ADAMS SALVAGE RECYCLING					
		I-2694	101-4310-422	PROFESSIONAL (9) CAR TIRES/STREETS	000000	25.84
01-4217	VISIONARY LANDSCAPING					
		I-INV030425	101-4310-425	REPAIRS TREE CARE WILLIAMS ST/STRTS	000000	1,425.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1T9N-GRJQ-911N	101-4310-426	SUPPLIES COFFEE MATER CREAMER/STREETS	000000	22.50
01-4727	DAKOTA BARRICADE					
		I-20599	101-4310-425	REPAIRS TRAFFIC CONTROL SUPPLIES/STRTS	000000	1,625.00
01-4957	ONSITE FIRST AID, LLC					

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4957	ONSITE FIRST AID, LLC	continued				
	I-1169	101-4310-426	SUPPLIES	WIPES-TABLETS-GAUZE-STRIPS/STR	000000	221.00
			DEPARTMENT 310	STREETS	TOTAL:	5,996.03
01-4630	SANDER SANITATION SERVI					
	I-5/31/22 GARBAGE	101-4320-422	PROFESSIONAL	MAY RESIDENTIAL GARBAGE	000000	12,019.18
			DEPARTMENT 320	SANITATION	TOTAL:	12,019.18
01-4958	G&G GARBAGE, LLC					
	I-I7429	101-4370-422	PROFESSIONAL	MAY TOILET RENTAL/OAKRIDGE	000000	60.50
			DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:	60.50
01-0213	TRUGREEN CHEM-LAWN					
	I-158509303	101-4520-422	PROFESSIONAL	LAWN SRVC/OAKRIDGE CEMETERY	000000	1,640.05
	I-158509590	101-4520-422	PROFESSIONAL	LAWN SRVC RIVERWALK HWY 14A	000000	506.31
	I-158509814	101-4520-422	PROFESSIONAL	WEED CONTROL/OAKRIDGE CEMETERY	000000	937.13
01-0515	ROCKINGTREE LANDSCAPES					
	I-331639	101-4520-426	SUPPLIES	4 YARDS BLUE ROCK@\$150/PARKS	000000	600.00
01-0518	BECK'S NURSERY INC					
	I-020850	101-4520-426	SUPPLIES	ASH LEAF SPIREA/PARKS	000000	45.99
01-0684	NORTHWEST PIPE FITTINGS					
	I-1392915	101-4520-426	SUPPLIES	RETRO KIT-DRIPLINE-TUBING/PRKS	000000	727.57
01-0966	PETTY CASH-FINANCE OFFI					
	I-06/15/2022	101-4520-426	SUPPLIES	PETTY CASH-POSTAGE/PARKS	000000	21.50
01-1502	BLACK HILLS CHEMICAL					
	I-224275	101-4520-426	SUPPLIES	45 GAL BLACK GARBAGE BAGS/PARK	000000	740.40
	I-224276	101-4520-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS	000000	740.40
	I-224277	101-4520-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS	000000	592.32
01-1653	STURDEVANT'S AUTO PARTS					
	C-32-831201	101-4520-426	SUPPLIES	FLEET RUNNER MICRO/PARKS	000000	47.73-
	I-32-831024	101-4520-426	SUPPLIES	FLEET RUNNER MICRO/PARKS	000000	47.73
	I-32-831199	101-4520-426	SUPPLIES	AIR-FUEL-OIL FILTERS-SNODRVR/P	000000	74.21
01-3061	CPS DISTRIBUTORS, INC					
	I-0006741852-001	101-4520-433	IMPROVEMENTS	PVC-ELBOW-PIPE-COUPLING/PARKS	000000	1,513.40
01-3346	MONUMENT HEALTH					

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3346	MONUMENT HEALTH	continued				
		I-700000832052022	101-4520-422	PROFESSIONAL TESTING	000000	35.00
01-3563	JANKE AND SONS TRUCKING					
		I-04/05/22	101-4520-426	SUPPLIES HAUL 18 TON 2" CLEAN/PARKS	000000	576.00
01-3722	BLACK HILLS ASPHALT LLC					
		I-2088	101-4520-422	PROFESSIONAL SEALCOAT-GRANDSTANDS-DUGOUT	000000	2,040.80
01-3977	ACE HARDWARE OF LEAD					
		I-026642	101-4520-426	SUPPLIES ELBOW-PLUG INSERT POLY/PARKS	000000	11.65
01-4217	VISIONARY LANDSCAPING					
		I-INV030418	101-4520-422	PROFESSIONAL CUT GRASS 824 MAIN ST/PARKS	000000	150.00
		I-INV030419	101-4520-433	IMPROVEMENTS LANDSCAPING GATEWAY #1/PARKS	000000	1,924.24
		I-INV030424	101-4520-425	REPAIRS TREE CARE LIBRARY/PARKS	000000	750.00
01-4625	FIB CREDIT CARDS					
		I-05/31/22 PUB BLDGS	101-4520-426	SUPPLIES SMALL SPLIT LOADS/PARKS	000000	527.45
		I-05/31/22 PUB BLDGS	101-4520-433	IMPROVEMENTS RAINBIRD 2 ZONE CONTROL/PARKS	000000	296.54
		I-05/31/22 PUB BLDGS	101-4520-433	IMPROVEMENTS RAINBIRD 6 ZONE CONTROL/PARKS	000000	254.12
		I-05/31/22 PUB WORKS	101-4520-425	REPAIRS S.I.A. REFLOWED EPROM/PARKS	000000	128.25
01-4711	AMAZON CAPITAL SERVICES					
		I-1DMC-WC6W-V7CQ	101-4520-426	SUPPLIES COFFE MATE CREAMER/PARKS	000000	10.79
01-4827	DOG WASTE DEPOT					
		I-487890	101-4520-426	SUPPLIES (2) CASE DOG WASTE BAGS/PARKS	000000	299.98
01-4932	AMERICAN TREE AND FORES					
		I-116	101-4520-422	PROFESSIONAL REMOVAL OF SNAG/POWERHOUSE PAR	000000	1,000.00
01-4957	ONSITE FIRST AID, LLC					
		I-1053	101-4520-426	SUPPLIES #16 METAL VEHICLE KIT/PARKS	000000	503.65
		I-1165	101-4520-426	SUPPLIES CREAM-TABLETS-EARPLUGS/PARKS	000000	178.55
					DEPARTMENT 520 PARKS	TOTAL: 16,826.30
01-0418	BLACK HILLS PIONEER					
		I-420 - 2022	101-4640-423	PUBLISHING NOH - BRD OF ADJUST - P&Z	000000	22.32
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 22.32
					FUND 101 GENERAL FUND	TOTAL: 96,579.82



PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION					
		I-IN949154	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-1562	MIDWEST TAPE					
		I-502073279	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
		I-502090555	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.24
		I-502169585	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	23.24
		I-502201519	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	68.22
01-1613	THE LIBRARY STORE, INC.					
		I-574147	206-4550-426	SUPPLIES LOCKING DVD CASES - LIBRARY	000000	685.57
01-3887	BLACK HILLS LIBRARY CON					
		I-2201	206-4550-429	TECHNOLOGY/HO CAFE IMAGE HOSTING - LIBRARY	000000	11.47
01-4317	VIGILANT BUSINESS SOLUT					
		I-220628	206-4550-422	PROFESSIONAL BACKGROUND INVEST.- LIBRARY	000000	151.00
01-4701	COLLABORATIVE SUMMER LI					
		I-23554	206-4550-424	PROGRAMMING SUMMER READING SUPPLIES-LIBR.	000000	128.88
01-4711	AMAZON CAPITAL SERVICES					
		I-1DWT-FVL3-YXVW	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	149.15
		I-1DWT-FVL3-YXVW	206-4550-434	COLLECTION DE AUDIO BOOK - LIBRARY	000000	36.39
		I-1GHT-WFKW-1RRP	206-4550-424	PROGRAMMING PROGRAM SUPPLIES - LIBRARY	000000	9.42
		I-1GHT-WFKW-1RRP	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	7.99
		I-1GHT-WFKW-1RRP	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	199.85
		I-1JFP-VJJR-F33M	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	85.42
		I-1JFP-VJJR-F33M	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	16.48
		I-1JFP-VJJR-F33M	206-4550-426	SUPPLIES STATIONERY, ENVELOPES-LIBRARY	000000	26.04
01-4961	DATA443 RISK MITIGATION					
		I-2901	206-4550-429	TECHNOLOGY/HO SECURITY LICENSES-3 YRS/LIBRAR	000000	182.40
				DEPARTMENT 550 LIBRARY	TOTAL:	1,892.34
				FUND 206 LIBRARY FUND	TOTAL:	1,892.34

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 209 BED &amp; 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
01-0418	BLACK HILLS PIONEER	I-85257	209-4510-423	PUBLISHING COMM PAGES SPONSOR/REC	000000	12.50
01-0966	PETTY CASH-FINANCE OFFI	I-06/15/2022	209-4510-426	SUPPLIES PETTY CASH-FILTERS/REC CNTR	000000	3.51
01-1406	STRETCH'S GLASS & CUSTO	I-I024130	209-4510-433	IMPROVEMENTS BSB RH LH CHAIN SHADES/REC	000000	1,124.30
01-1502	BLACK HILLS CHEMICAL	I-224668	209-4510-426	SUPPLIES FOAM-GLS CLNR-TOWEL-TP-TISS/RE	000000	1,266.67
		I-224668A	209-4510-426	SUPPLIES 30-45 GAL GARBAGE BAGS-AERO/RE	000000	123.88
01-1725	QUILL CORPORATION	I-25548059	209-4510-426	SUPPLIES BLACK-BLUE PENS/REC CENTER	000000	11.98
01-3151	KONE CHICAGO	I-962227264	209-4510-422	PROFESSIONAL MAY ELEVATOR MAINT/REC CENTER	000000	170.80
01-3346	MONUMENT HEALTH	I-700000832052022	209-4510-422	PROFESSIONAL TESTING	000000	70.00
01-4217	VISIONARY LANDSCAPING	I-INV030406	209-4510-433	IMPROVEMENTS DEMO OLD WOMEN'S SAUNA/REC	000000	2,130.00
01-4317	VIGILANT BUSINESS SOLUT	I-220628	209-4510-422	PROFESSIONAL BACKGROUND INVEST.- REC CENTER	000000	125.25
01-4625	FIB CREDIT CARDS	I-05/31/22FINANCECCD	209-4510-426	SUPPLIES JOB FAIR SUPPLIES	000000	23.85
01-4711	AMAZON CAPITAL SERVICES	I-17T4-9CR4-JRGH	209-4510-426	SUPPLIES SHARK UPRIGHT VACUUM/REC	000000	144.67
01-4951	TWISTED APPAREL CO	I-2228	209-4510-426	SUPPLIES JUST TRI IT TRITHLN TSHIRTS/RE	000000	10.99
01-4957	ONSITE FIRST AID, LLC	I-1170	209-4510-426	SUPPLIES TABLETS-BANDAGES-ALCOHOL/REC	000000	233.85
DEPARTMENT 510 REC CENTER					TOTAL:	5,452.25
01-0475	DEADWOOD CHAMBER & VISI	I-06/15/2022	209-4980-422	PROFESSIONAL B&B BILL LIST FOR 6/20/22	000000	9,250.49
		I-06/15/2022	209-4980-422	PROFESSIONAL EVNT COMPLX BILL LIST- 6/20/22	000000	5,606.25
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	14,856.74
FUND 209 BED & BOOZE FUND					TOTAL:	20,308.99

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

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-06/15/2022	213-4630-423	MARKETING	BID 1-6 BILL LIST FOR 6/20/22	000000 71,451.00
				DEPARTMENT 630	BID	TOTAL: 71,451.00
				FUND	213 BID #1-6 (Business Imprv)	TOTAL: 71,451.00

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3146	ZCN, LLC					
		I-06/14/22-BID#7PMT	214-4630-423	MARKETING	BID #7 PAYMENT	000000 550,000.00
				DEPARTMENT 630	BID #7	TOTAL: 550,000.00
				FUND	214	BID #7-OCCUPANCY TAX TOTAL: 550,000.00

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUNE-051722	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	3.12
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	3.12
01-0039	SD STATE HISTORICAL SOC					
		I-052422	215-4573-325	HIST. INTERP. 2022 SDSHS MEMBERSHIP	000000	125.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-06/15/2022	215-4573-335	HIST. INTERP. PETTY CASH- POSTAGE/ARCHIVES	000000	32.20
01-2698	WWHA / WILD WEST HISTOR					
		I-060822	215-4573-325	HIST. INTERP. 2022 MEMBERSHIP	000000	75.00
01-3044	LAWRENCE CO. EQUALIZATI					
		I-051722	215-4573-340	HIST. INTERP. 2022 PICTOMETRY AERIAL IMAGERY	000000	10,030.13
01-3130	MIDWEST ART CONSERVATIO					
		I-060322	215-4573-325	HIST. INTERP. 2022 MEMBERSHIP RENEWAL	000000	50.00
01-4341	MITCHELL TECHNICAL INST					
		I-060822	215-4573-380	HIST. INTERP. HP SCHOLARSHIP - ELI HEISINGER	000000	500.00
01-4625	FIB CREDIT CARDS					
		I-053122HP	215-4573-335	HIST. INTERP. SHUTTERSTOCK CHARGE - ARCHIVES	000000	52.19
01-4690	SD STATE UNIVERSITY					
		I-060822	215-4573-380	HIST. INTERP. HP SCHOLARSHIP - CHLOE WISSER	000000	1,000.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1HLN-T69T-6DXJ	215-4573-335	HIST. INTERP. 50FT PHN CRD VID DIG CONV-ARCH	000000	157.94
01-4956	ST. CLOUD UNIVERSITY					
		I-060822	215-4573-380	HIST. INTERP. HP SCHOLARSHIP SAMANTHA HAMANN	000000	1,000.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	13,022.46
01-0776	ALBERTSON ENGINEERING,					
		I-17501	215-4575-515	GRANT/LOAN RE 458 WILLIAMS RETAINING WALL	000000	702.50
		I-17504	215-4575-515	GRANT/LOAN RE 23 CENTENNIAL RETAINING WALL	000000	2,645.00
		I-17508	215-4575-515	GRANT/LOAN RE 65 TERRACE RETAINING WALL	000000	530.00
01-4174	FOUNDANT TECHNOLOGIES I					
		I-C-INV21758	215-4575-505	GRANT/LOAN RE GRANT SFTWRE RENEW 2ND INSTALL	000000	5,000.00
01-4739	TWIN CITY HARDWARE-HP P					
		I-2205-186783	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 VAN BUREN	000000	89.98

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4739	TWIN CITY HARDWARE-HP P	continued				
		I-2205-187462	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 VAN BUREN	000000	39.99
		I-2205-188689	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 VAN BUREN	000000	17.99
		I-2205-189412	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 VAN BUREN	000000	4.58
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						9,030.04
-----						
01-0039	SD STATE HISTORICAL SOC					
		I-HP2022-01	215-4576-640	PROFES. SERV. FUNDING 7/1/2022-6/30/2023	000000	70,000.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-398136	215-4576-600	PROFES. SERV. OFFSITE BKUP, WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-17510	215-4576-600	PROFES. SERV. 8 JEFFERSON RETAINING WALL	000000	1,932.50
		I-17512	215-4576-600	PROFES. SERV. 5 HARRISON RETAINING WALL	000000	117.50
		I-17516	215-4576-600	PROFES. SERV. DAYS OF 76 CROWS NEST ADDITION	000000	3,473.91
01-2394	GUNDERSON, PALMER, NELS					
		I-117857	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	813.00
01-3667	BERBERICH DESIGNS					
		I-001-PW	215-4576-600	PROFES. SERV. PEDSTRIAN WAYFINDING PROF SERV	000000	5,953.48
		I-001-VWU	215-4576-600	PROFES. SERV. VEHCLR WAYFINDING UPD PRF SERV	000000	852.50
01-4497	DRINGMAN, PAT					
		I-06082022	215-4576-630	PROFES. SERV. STAGE RUN BLOCK CLUB REIMBURSE	000000	55.26
01-4503	LIBERTY MUTUAL INSURANC					
		I-102498390-5/31/22	215-4576-600	PROFES. SERV. LIAB.COVERAGE-OUTLAW SQ.BOND	000000	750.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1T9Q-1DJJ-FJDQ	215-4576-630	PROFES. SERV. 2 PKGS DOOR HANGER - BLK CLUBS	000000	35.98
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						84,999.13
-----						
01-0551	MENARD'S					
		I-35227	215-4577-735	CAPITAL ASSET RND BX LED DIM GFCI CVR LED-CN	000000	155.74
		I-36043	215-4577-735	CAPITAL ASSET 1-BARN ORB LT OUTDR-VIP GRNDST	000000	99.99
01-0578	TWIN CITY HARDWARE & LU					
		I-2205-191967	215-4577-735	CAPITAL ASSET 2-OUTDR BX 2 BLNK CVR - CR NST	000000	59.96
		I-2205-192029	215-4577-735	CAPITAL ASSET 2BX LAG SCRWS 75-JOIST HANG-CN	000000	524.23
01-0776	ALBERTSON ENGINEERING,					
		I-17503	215-4577-755	CAPITAL ASSET 9 SHINE & LIBRARY RETAIN WALL	000000	2,727.50

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC					
		I-22715	215-4577-735	CAPITAL ASSET INST LGHTS ADD OUTLETS-VIP GRN	000000	2,340.96
01-1483	KNECHT HOME CENTER					
		I-7622026	215-4577-735	CAPITAL ASSET JST HGR FRM ANGL JST NAIL-CND	000000	335.38
		I-7649124	215-4577-735	CAPITAL ASSET 3-DUPLEX TYPE A/C OUTLET W-CN	000000	194.97
		I-7688032	215-4577-735	CAPITAL ASSET 40-2X8-12 BRW TRTD #1-CN DECK	000000	1,324.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-832741	215-4577-735	CAPITAL ASSET 2-1/4 SGL BLK SHRK T-CROW NEST	000000	5.00
01-1777	SECO CONSTRUCTION INC.					
		I-6	215-4577-735	CAPITAL ASSET CROWS NEST PROJECT	000000	206,398.90
01-3060	QUIK SIGNS					
		I-37421	215-4577-735	CAPITAL ASSET AV RACK VOLUME KNOB LABLS-CN	000000	27.20
01-3094	BOMGAARS					
		I-57940353	215-4577-735	CAPITAL ASSET 2 - JACKET M - CN CHUTE DECK	000000	169.98
01-3563	JANKE AND SONS TRUCKING					
		I-052022	215-4577-735	CAPITAL ASSET 35.12 TONS 1" BASE -CROWS NEST	000000	701.74
01-3977	ACE HARDWARE OF LEAD					
		I-026418	215-4577-735	CAPITAL ASSET 5-COVER OUTLET GFCI-CRW NEST	000000	29.65
		I-26598	215-4577-735	CAPITAL ASSET 1-BOX HANDY 1-WALL PLATE - CN	000000	7.00
01-4625	FIB CREDIT CARDS					
		I-05/31/22 PUB BLDGS	215-4577-735	CAPITAL ASSET UBIQUITI WIRELESS ACC PT/CROWS	000000	242.32
		I-053122HP	215-4577-735	CAPITAL ASSET EBAY 1000FT COAXIAL CABLE - CN	000000	87.12
		I-053122HP	215-4577-735	CAPITAL ASSET AFRDBL SEAT 60 STOOLS CN PDECK	000000	3,575.00
01-4758	NORTON MOBILE WELDING L					
		I-1255	215-4577-735	CAPITAL ASSET 3- DAYS OF 76 SIGNS-CROWS NST	000000	2,000.00
		I-1256	215-4577-735	CAPITAL ASSET GATE & CHUTE PANEL REPAIRS-RG	000000	160.00
01-4934	BUILDERS FIRSTSOURCE					
		I-58947889	215-4577-735	CAPITAL ASSET 12 TUBES CAULK - VIP GRANDSTND	000000	83.99
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						221,250.63
01-1827	MS MAIL & MARKETING					
		I-13140HP	215-4641-423	PUBLISHING JUNE NEWSLETTER	000000	654.11
01-3373	AMAZON WEB SERVICES					
		I-1043990957	215-4641-428	UTILITIES WEB SERVICES 5/1/22-5/31/22	000000	199.65
01-3558	DEADWOOD HISTORY, INC.					

PACKET: 05809 COMBINED - 6/21/22

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
01-3558	DEADWOOD HISTORY, INC.		continued			
		I-32529	215-4641-423	PUBLISHING CO-OP AD DEST DWD SPR/SUM 22	000000	430.00
		I-32529	215-4641-423	PUBLISHING CO-OP AD SD MAG MAY/JUNE 22	000000	283.34
01-4625	FIB CREDIT CARDS					
		C-053122HPCM	215-4641-427	TRAVEL REFUND OF TAXES	000000	9.50-
		I-053122HP	215-4641-427	TRAVEL LAQUINTA RUNGE DAKOTA CONF	000000	84.50
01-4711	AMAZON CAPITAL SERVICES					
		I-1CNW-6N6C-JTP6	215-4641-434	MACHINERY/EQU MEMORY KEVINS COMPUTER-HP	000000	54.49
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,696.59
				FUND 215 HISTORIC PRESERVATION	TOTAL:	330,001.97



PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0558	NHS OF THE BLACK HILLS					
		I-2022-5	216-4653-422	PROFESSIONAL CONTRACT MAY 2022	000000	3,000.00
01-2679	ODD JOB CONSTRUCTION					
		I-244	216-4653-962-03	WINDOWS GRANT STORM WINDOWS 29 VAN BUREN	000000	13,825.35
		I-245	216-4653-962-04	SIDING GRANT SIDING 29 VAN BUREN	000000	7,945.14
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	24,770.49
				FUND 216 REVOLVING LOAN	TOTAL:	24,770.49

01/17/2022 10:44 AM  
PACKET: 05809 COMBINED - 6/21/22  
VENDOR SET: 01  
FUND : 602 WATER FUND  
DEPARTMENT: 330 WATER  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-05/31/22 EQR	602-4330-422	PROFESSIONAL MAY EQR/WATER	000000	29,381.43
01-0545	LYNN'S DAKOTA MART					
		I-06/03/2022 STMT	602-4330-426	SUPPLIES VEGETABLE OIL/WATER	000000	22.66
01-0677	LAWSON PRODUCTS, INC.					
		I-9600121839	602-4330-424	RENTALS TORRENT MNTHLY RENT/WATER	000000	200.00
01-0828	USA BLUEBOOK					
		I-000858	602-4330-426	SUPPLIES LIQUID DPD1A-1B-3 LAMOTTE/WATE	000000	45.27
01-1725	QUILL CORPORATION					
		I-25548059	602-4330-426	SUPPLIES COPY PAPER/WATER	000000	31.99
01-1827	MS MAIL & MARKETING					
		I-13140	602-4330-426	SUPPLIES UTIL.BILL MAILING - MAY	000000	315.91
01-2204	FERBER ENGINEERING COMP					
		I-J22-107.3	602-4330-422	PROFESSIONAL PW GIS TECH SRVCS-WATER	000000	300.00
01-3076	SD DENR					
		I-INV0000111	602-4330-429	OTHER DRINKING-SURFACE WATER FEES	000000	650.00
01-3951	MCGRATH, RHONDA					
		I-NOTARY RENEW	602-4330-426	SUPPLIES NOTARY RENEWALS MCGRATH/PW	000000	159.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1T9N-GRJQ-911N	602-4330-426	SUPPLIES COFFEE MATER CREAMER/WATER	000000	22.49
DEPARTMENT 330 WATER					TOTAL:	31,128.75
FUND 602 WATER FUND					TOTAL:	31,128.75

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DAYS OF 76 MUSEUM	000000	23.16	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD HISTORY CENTER	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE GRANDSTAND-RODEO GROUNDS	000000	14.30	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-BASEBALL FIELDS	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-TROLLEY BARN	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-REC CENTER	000000	248.97	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-PUBLIC WORKS	000000	25.78	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-LIBRARY	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY HALL	000000	53.73	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-GORDON PARK	000000	14.30	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FIRE DEPT	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE PARKS SHOP - DEADWOOD	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS MUSEUM	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS HOUSE	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE WELCOME CENTER-DEADWOOD CITY	000000	44.77	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FERGUSON FIELD	000000	14.30	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-OUTLAW SQUARE	000000	22.00	
	I-JUNE WASTEWATER	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-MT MORIAH	000000	53.03	
			DEPARTMENT 325 SEWER	TOTAL:	734.34	
			FUND 603 SEWER FUND	TOTAL:	734.34	

PACKET: 05809 COMBINED - 6/21/22  
VENDOR SET: 01  
FUND : 607 HISTORIC CEMETERIES  
DEPARTMENT: 580 HISTORIC CEMETERIES  
BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2164	ONE WAY SERVICE PROS					
		I-20653	607-4580-425	REPAIRS MITSUBSHI 3 ZNE SPLT INSTLL-MM	000000	11,135.09
		I-20823	607-4580-425	REPAIRS ADDTL LINE HIDE SPLIT JOB - MM	000000	733.23
01-3346	MONUMENT HEALTH					
		I-700000832052022	607-4580-422	PROFESSIONAL TESTING	000000	70.00
01-3685	BLACK HILLS SECURITY &					
		I-P113256	607-4580-428	UTILITIES CELLULAR MONITOR UPGRADE-MM	000000	403.06
		I-P113257	607-4580-428	UTILITIES CELLULAR TRANSMISSION SERV-MM	000000	15.00
01-4217	VISIONARY LANDSCAPING					
		I-INV030410	607-4580-425	REPAIRS RET WALL & ENTR LNDSCP REPAIR	000000	4,286.38
		I-INV030414	607-4580-422	PROFESSIONAL MM RECLAIM PROJECT (BHT DAMGE)	000000	1,437.75
		I-INV030417	607-4580-422	PROFESSIONAL MM MOWING RAKING EDGING	000000	2,900.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-220628	607-4580-422	PROFESSIONAL BACKGROUND INVEST.-MT.MORIAH	000000	595.00
01-4625	FIB CREDIT CARDS					
		I-05/31/22 PUB BLDGS	607-4580-425	REPAIRS 12 IN CHARC WALL CAP/MT MORIAH	000000	20.80
		I-053122HP	607-4580-425	REPAIRS MENARDS GROM CNTR TOP - MM	000000	290.81
01-4711	AMAZON CAPITAL SERVICES					
		I-14F6-PHYN-NKDG	607-4580-426	SUPPLIES 24 IN CLOSETMAID CABINET-MMTB	000000	203.36
		I-1HPC-7CDK-4M1L	607-4580-426	SUPPLIES EXTRA WIDE DIVIDER TABS-MM	000000	128.60
01-4947	FRONTIER STONE COMPANY					
		I-2208	607-4580-425	REPAIRS 8 YDS MOUNTAIN BLEND ROCK-MM	000000	1,130.00
DEPARTMENT 580 HISTORIC CEMETERIES TOTAL:						23,349.08
FUND 607 HISTORIC CEMETERIES TOTAL:						23,349.08

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM					
		I-06/02/22	610-4360-425	REPAIRS POUR-FINISH APRON/RAILROAD LOT	000000	5,460.00
01-0508	GALLS, LLC					
		I-021300193	610-4360-426	SUPPLIES UNIFORM SHORTS - P & T	000000	31.41
01-3722	BLACK HILLS ASPHALT LLC					
		I-2067	610-4360-422	PROFESSIONAL CLEAN-FILL-SEAL LOT/WELCOME CE	000000	17,592.64
		I-2085	610-4360-422	PROFESSIONAL CLEAN-FILL-SEAL LOT/RAILROAD A	000000	7,089.54
		I-2086	610-4360-422	PROFESSIONAL CLEAN-FILL-SEAL LOT/FIRE STRT	000000	2,898.65
01-4766	IPS GROUP INC					
		I-INV72689	610-4360-422-02	PROFESSIONAL CC FEES-MAINT-PERMIT/P&T	000000	5,572.18
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						38,644.42
01-0545	LYNN'S DAKOTA MART					
		I-06/03/2022 STMT	610-4361-426	SUPPLIES (12) 24 PACK BOTTLED WATER/TRO	000000	47.88
01-0966	PETTY CASH-FINANCE OFFI					
		I-06/15/2022	610-4361-426	SUPPLIES PETTY CASH-TEMP TAGS/TROLLEY	000000	30.00
		I-06/15/2022	610-4361-426	SUPPLIES PETTY CASH-SAND.BAGS/TROLLEY	000000	3.55
01-1502	BLACK HILLS CHEMICAL					
		I-224270	610-4361-426	SUPPLIES SURE STEP-JUMBO TOWEL/TROLLEY	000000	393.71
		I-224493	610-4361-426	SUPPLIES VERSIFECT DISINFECTANT/TROLLEY	000000	29.99
01-1506	POMP'S TIRE SERVICE, IN					
		I-2-116925	610-4361-425	REPAIRS BANDAG-CASING-SIPING/TROLLEY	000000	780.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-831693	610-4361-425	REPAIRS M12X1.75-MED STRENGTH/TROLLEY	000000	5.79
		I-32-832530	610-4361-426	SUPPLIES WD 40-BRAKLEEN AERO/TROLLEY	000000	36.55
01-2427	HOMETOWN MANUFACTURING					
		I-6012	610-4361-425	REPAIRS (2) ENTRANCE DOOR MOTOR/TROLLE	000000	338.90
		I-6013	610-4361-425	REPAIRS (2) DRIVERS FANS/TROLLEY	000000	187.95
01-3060	QUIK SIGNS					
		I-37348	610-4361-426	SUPPLIES 8-DRIVER NAME PLATES--TROLLEY	000000	40.24
01-4317	VIGILANT BUSINESS SOLUT					
		I-220628	610-4361-422	PROFESSIONAL BACKGROUND INVEST.- TROLLEY	000000	178.00
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002780595	610-4361-422	PROFESSIONAL MONTHLY DATA CONNECT SRVC/TROL	000000	95.95
01-4957	ONSITE FIRST AID, LLC					

6/17/2022 10:44 AM REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET: 05809 COMBINED - 6/21/22  
VENDOR SET: 01  
FUND : 610 PARKING/TRANSPORTATION  
DEPARTMENT: 361 TROLLEY DEPARTMENT  
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 23  
BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4957	ONSITE FIRST AID, LLC	continued				
		I-1166	610-4361-426	SUPPLIES	GELS-STRIPS-TABLETS-SPRAY/TROL 000000	129.45
				DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL: 2,297.96
01-0429	BLACK HILLS ENERGY					
		I-POWER 05/27/22	610-4362-428	UTILITIES	20 WABASH ST LIGHTS 000000	26.45
01-3151	KONE CHICAGO					
		I-962227264	610-4362-422	PROFESSIONAL	MAY ELEVATOR MAINT/RAMP 000000	170.81
				DEPARTMENT 362	BROADWAY GARAGE	TOTAL: 197.26
				FUND	610 PARKING/TRANSPORTATION	TOTAL: 41,139.64

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUNE-051722	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	4,537.90
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,537.90
			FUND	722 SALES TAX AGENCY	TOTAL:	4,537.90

PACKET: 05809 COMBINED - 6/21/22

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-06/14/2022	723-4000-429	OTHER CITY SLOTS - PYMT 12, YR 1	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	1,225,723.87



PACKET: 05794 ADD'L BILLS - 6/7/22

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
01-4954	AMERICAN LEGION AUXILIA					
		I-06/07/22	101-3000-202	LIQUOR LICENS REFUND - BEV.LICENSE APP.	000000	200.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	200.00
01-4422	COOL CONCEPTS TRAVEL					
		I-16378	101-4210-427	TRAVEL TRVL TO KS-PKUP POLICE VEHICLE	000000	372.00
01-4955	KANSAS HIGHWAY PATROL					
		I-2022-079	101-4210-434	MACHINERY/EQU '20 DODGE DURANGO,VIN #--3037	000000	29,350.00
			DEPARTMENT 210	POLICE	TOTAL:	29,722.00
			FUND	101 GENERAL FUND	TOTAL:	29,922.00

PACKET: 05794 ADD'L BILLS - 6/7/22

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
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-06/07/2022	610-4361-426	SUPPLIES 2 - TROLLEY TITLE & PLATE FEES	000000	59.20
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	59.20
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	59.20
					REPORT GRAND TOTAL:	29,981.20



# SDML

Workers • Compensation • Fund

**INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR**  
4901 S. Isabel Place #210, Sioux Falls, SD 57108  
Telephone: 800-233-9073 Fax: 605-275-6193  
[info@sdmlwcfund.com](mailto:info@sdmlwcfund.com) [www.sdmlwcfund.com](http://www.sdmlwcfund.com)

May 24, 2022

Dear SDML Work Comp Fund Member:

You are receiving this mailing because the SDML Workers' Compensation Fund provides the workers' compensation coverage for your entity.

While reviewing the Fund's excess reinsurance coverage, it was discovered that there is a discrepancy in coverage for employees or covered volunteers that travel to certain foreign countries. As a result, the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND had to be revised to reflect the same coverage provided by the excess reinsurance carrier. The revision is the addition of Section 7 and Section 8 of ARTICLE V COVERAGE located on page 4 and 5 of the enclosed INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND.

Please sign and return the signature page of the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND to the Fund Administrator, Insurance Benefits, Inc. in the enclosed self-addressed envelope or email it to [info@sdmlwcfund.com](mailto:info@sdmlwcfund.com).

If you have any questions, please feel free to contact the Fund Administrator, Insurance Benefits, Inc. at 800-233-9073 or [info@sdmlwcfund.com](mailto:info@sdmlwcfund.com). Thank you for allowing us to serve you and have a good day.

Sincerely,



Brad Wilson, Administrator, CIC, AIC, SDWCS  
SDML Workers' Compensation Fund

## **INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND**

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

### **ARTICLE I NAME**

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

### **ARTICLE II PURPOSE**

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to defend and protect in accordance with this agreement, any Member of the Fund against liability as

outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

### **ARTICLE III MEMBERS COSTS**

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

### **ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION**

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the

period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

## **ARTICLE V COVERAGE**

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following country or countries:

*anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned a Travel Advisory Ranking at the time of travel that is either Level 3: Reconsider Travel or Level 4: Do Not Travel as shown on the Travel.State.Gov website of the US Department of State - Bureau of Consular Affairs.*

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall only apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

## ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.
3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.



5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

#### **ARTICLE VII MISCELLANEOUS**

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

## ARTICLE VIII NOTICE

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

## ARTICLE IX EFFECTIVE DATE AND TIME

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

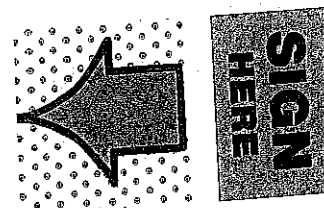
Dated \_\_\_\_\_, 2022

Name of Public Agency:

\_\_\_\_\_

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

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



Dated May 24, 2022

SDML Workers' Compensation Fund

By:

*Brad Wilson*

Its: Administrator

Wm. Schmidt

812 McClellan

Lead, SD 57754

Wm. Schmidt

8082 Blucksberg Dr.

Sturgis, SD 57785

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 6-8-2022	
NAME Deadwood City					
ADDRESS 108 Sherman ST.					
CITY, STATE, ZIP Deadwood S. Dak. 57732					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	AT Rodeo Grounds				
2	Pour & Finish Pad				
3	under Juno Tree				
4	concrete 4000#				
5	Rebar #4 Fiber Bar				
6					
7					
8	Total Due =				\$4500.00
9	Thank you				
10					
11					
12	Remit To				
13	Wm. Schmidt				
14	8082 Blucksberg Dr.				
15	Sturgis S. Dak.				
16	57785				
17					
18					
19					
20					
RECEIVED BY Wm. Schmidt					

KEEP THIS SLIP FOR REFERENCE

## Library Assistant I

### Department: Library

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

### Essential Duties and Responsibilities:

Understands and is able to perform all jobs related to circulation services, including but not limited to: charging, discharging, and renewing library materials; registering patrons; collecting and recording fines and fees; handling the book drop and people counters; shelving materials accurately and maintaining the order of shelves.

Provides patrons with general information on library services; assists and instructs patrons and visitors in the use of library services including online catalog and electronic resources.

Manages inquiries over the counter, via email, or telephone.

Assists patron and visitors with use of public computers, printers, and copy machines.

Opens and closes the library according to procedures.

Assists with social media postings for communication and marketing of library services and programs.

Assists with special projects and performs other duties, as assigned.

### Required Knowledge, Skills, and Abilities:

Ability to interact courteously and effectively with the public

Ability to understand and interpret library policies and procedures

Ability to assist public with computer use and technical issues

Ability to work both independently and as a team member

### Working Conditions:

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

### Physical Demands:

Ability to move and/or lift materials up to 25 pounds.

Ability to push a loaded book truck

Regularly required to stand, walk, bend, kneel, reach, climb, balance and sit

Ability to operate a keyboard at efficient speed and typical office equipment, including computer hardware

Vision and hearing at or correctable to “normal ranges”

**Minimum Qualifications:**

High School graduate or equivalent; college coursework or degree preferred.  
Demonstrated customer-service orientation, exceptional organizational skills, basic computer literacy with familiarity in library systems a plus, a keen interest in books and reading.

**Hours and Pay:**

Part-time 19 hours per week, as assigned by the library director.

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

---

Employee Signature

---

Date

Rev. 07/2020  
Approved by City Commission: August 3, 2020

## Library Assistant II

**Department:** Library

**Reports to:** Library Director

**Position Overview:** Performs responsible and varied duties working with the public in the area of circulation services. Works in technical library services area cataloging and processing new materials, updating holdings information for Consortium catalog while working as part of a team to support library goals and activities.

### **Essential Duties and Responsibilities:**

Understands and is able to perform all jobs related to circulation services, including but not limited to: charging, discharging, and renewing library materials; registering patrons; collecting and recording fines and fees; shelving materials accurately and maintaining the order of shelves.

Provides patrons with general information on library services; assists and instructs patrons and visitors in the use of library services including online catalog and electronic resources.

Works in library technical services area cataloging and processing new materials, updating holdings information and assisting with collection development.

Assists with research requests and the planning and care of archived materials in library vault.

Becomes familiar with resources available in the South Dakota Room and serves as informational contact for patrons and visitors.

Develops instructive programs for library patrons regarding the use of online catalog and digital catalog.

Opens and closes the library according to procedures.

Assists with social media postings for communication and marketing of library services and programs.

Assists with special projects and performs other duties, as assigned.

### **Required Knowledge, Skills, and Abilities:**

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

### **Working Conditions:**

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

**Physical Demands:**

Ability to move and/or lift materials up to 25 pounds.

Ability to push a loaded book truck

Regularly required to stand, walk, bend, kneel, reach, climb, balance and sit

Ability to operate a keyboard at efficient speed and typical office equipment, including computer hardware

Vision and hearing at or correctable to “normal ranges”

**Minimum Qualifications:**

High School graduate or equivalent with customer service experience.

**Preferred Qualifications:**

College degree with library experience.

Demonstrated customer-service orientation, solid computer literacy with familiarity in library systems, interest and experience in history and research, exceptional organizational skills, ability to work in a team environment.

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

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

\_\_\_\_\_  
Date

Rev. 08/2020  
Approved by City Commission: 08/17/20





## MEMORANDUM

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Date: June 9, 2022  
To: Deadwood City Preservation Commission  
From: Kevin Kuchenbecker, Historic Preservation Officer  
Re: Loan Agreement 2022-002 with Hulett Wyoming Museum & Art Gallery

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The City Archives is asking permission to loan the City's traveling baseball exhibit to the Hulett Wyoming Museum & Art Gallery from June 2, 2022 to October 31, 2022. The loan agreement is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their June 8, 2022 meeting and recommend granting permission to the Hulett Museum and Art Gallery to use the traveling baseball exhibit from June 2 to October 31, 2022.

### RECOMMENDATION:

Grant Hulett Wyoming Museum & Art Gallery permission to use the City's traveling baseball exhibit for the summer, more specifically June 2 to October 31, 2022.

LOAN NUMBER:	#2022.002
DUE DATE:	10/31/2022
RENEWED UNTIL:	
RETURNED:	YES/NO

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

THIS AGREEMENT is made and entered into on this 02 day of June 2022, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and the Hulett Museum located at 115 WY-24, Hulett, WY 82720 hereinafter referred to as "PERMITEE."

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.

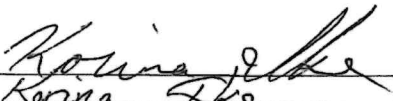
1. A description of the property for which permission is granted is as follows: **Traveling Exhibit**
2. The purpose for which PERMITEE is using the above-described premises is as follows: **"Exhibition of the Deadwood Baseball Exhibit"**
3. PERMITEE agrees to handle, package, and ship or transport the tools in a manner that protects it from breakage, loss, deterioration, and contamination.
4. Permission for the above use at the above-described location is permitted from June 1, 2022 until October 31, 2022.
5. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE 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 PERMITEE'S use of city property pursuant to this Agreement.
6. DEADWOOD shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such City Official with respect to all matters and questions concerning this

14. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

City of Deadwood

By: \_\_\_\_\_  
Mayor, City of Deadwood

By:   
Karina Elke

(PLEASE PRINT NAME)  
Hulett Museum & Art Gallery  
at 115 WY-24, Hulett, WY 82720

11 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
 51 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
 IR insurance company of The Hartford Insurance Group shown below.  
 SBA

**INSURER:** HARTFORD CASUALTY INSURANCE COMPANY  
 ONE HARTFORD PLAZA, HARTFORD, CT 06155  
**COMPANY CODE:** 3

**Policy Number:** 34 SBA IR5111 DX



000124 9/20 2 04

# **SPECTRUM POLICY DECLARATIONS**

ORIGINAL

**Named Insured and Mailing Address:** HULETT MUSEUM & ART GALLERY  
 (No., Street, Town, State, Zip Code)

PO BOX 103  
 HULETT WY 82720

**Policy Period:** From 02/25/22 To 02/25/23 1 YEAR  
 12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** COLONIAL GENERAL INS AG INC UT/PHS  
**Code:** 470765

**Previous Policy Number:** 34 SBA IR5111

**Named Insured is:** NON PROFIT

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

**TOTAL ANNUAL PREMIUM IS:** \$2,536  
 IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR  
 POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.



Countersigned by

*Susan L. Castaneda*

Authorized Representative

12/28/21  
 Date

## LEASE AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this 20th day of June, 2022, by and between the City of Deadwood, hereinafter referred to as "LANDLORD," and South Dakota School of the Deaf, hereinafter referred to as "TENANT."

### I

The purpose of this Agreement is to set forth the terms and conditions under which LANDLORD leases property owned by the City of Deadwood to TENANT.

### II

A description of the premises for which permission is granted is as follows:

1. History and Information Center (upstairs), 3 ½ Siever

### III

The purpose for which TENANT is using the above-described premises is as follows:

1. Offices and meeting space for South Dakota School of the Deaf.

### IV

TENANT agrees to pay rent in the amount of Four Hundred Dollars (\$400) per month on the 1st day of each month, beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2023.

The above rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENANT shall be solely responsible for its own telephone and internet expenses and access.

### V

TENANT may not build any structures on the above-described premises. Further, any proposed improvements or changes to the above-described premises must be approved by the Deadwood City Commission.

### VI

TENANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon LANDLORD property pursuant to this Agreement and that DEADWOOD shall not be responsible for any damage or loss to or of

TENANT'S property which results from any cause or reason with regard to personal property owned by TENANT stored or located on city property pursuant to this Agreement. Further, TENANT agrees to hold LANDLORD harmless and indemnify DEADWOOD from any sums of money, which LANDLORD might have to pay to any person as a result of property damage, personal injury, or death resulting from TENANT'S use of city property pursuant to this Agreement.

## VII

The Deadwood Historic Preservation Office shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and TENANT shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by the City Commission of the City of Deadwood 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.

## VIII

The parties agree that either party may terminate this Agreement upon serving a written notice of such termination. The parties agree that the TENANT shall have thirty (30) days to vacate the building and remove such items that it owns from the building from the date of receipt of the notice of termination.

## IX

TENANT shall maintain adequate insurance against any loss on any property it stores or maintains on the premises. TENANT shall also maintain adequate insurance - a minimum liability insurance policy of One Million and No/100ths Dollars (\$1,000,000.00) - against any loss that may occur due to activities pursued by TENANT as outlined in paragraph III, above.

## X

This Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Lawrence County, South Dakota.

## XI

In the event that any provision of this Agreement is held unenforceable or invalid by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

## XII

This Agreement constitutes the entire Agreement of the parties and any other prior Agreement, discussion, representation or communication regarding the subject matter of this Agreement is superseded by the terms of this Agreement.

Dated this 20th day of June, 2022.

LANDLORD  
City of Deadwood

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

ATTEST:

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

Dated this \_\_\_\_\_ day of June, 2022

TENANT  
SOUTH DAKOTA SCHOOL OF THE DEAF

\_\_\_\_\_  
Claudean Hluchy  
It's Business Manager



Deadwood City Commission  
102 Sherman Street  
Deadwood, South Dakota 57732  
605-578-2600

June 20, 2022

South Dakota Department of Public Safety  
Attn: Secretary Craig Price  
118 West Capitol Avenue  
Pierre, South Dakota 57501

Dear Secretary Price:

This letter is written in support of the SD Division of Wildland Fire retaining its office space in Lead, South Dakota.

Concentrating the agency's local resources in Spearfish would significantly impair response time to the Lead-Deadwood communities. The Grizzly Gulch Fire is an excellent example of why response time is critical for public safety and the protection of resources.

Currently, and in the recent past, there has been a high volume of residential subdivision and development in southern Lawrence County. Many of the new houses constructed are within heavily forested areas.

It is of high importance that resources can be timely deployed when needed.

For these reasons, the Deadwood City Commission supports the request of the Lead/Deadwood Fire District for the SD Division of Wildland Fire to maintain its office and resources in southern Lawrence County.

City Commission,

---

David Ruth Jr., Mayor





# AOR TRANSFER REQUEST - GROUP POLICY [Form AOR-1]

Date: 6 / 20 / 2022

Complete, Sign and Submit this Form To:

Channel Management  
Wellmark Blue Cross and Blue Shield of Iowa  
PO Box 9232 Station 3W491  
Des Moines, IA 50306-9232  
Fax: (515) 376-9086

Or Email to:

[ChannelManagement@wellmark.com](mailto:ChannelManagement@wellmark.com)

From Our Current Agent / Agency AOR:

Writing Agent Name: Darin Deroiser/ Josh Gilkerson  
Agency Name: Fischer Rounds and Associates  
Agency Address: 125 E. Dakota Ave  
Pierre, SD 57501

To Our Desired New Agent / Agency AOR:

Writing Agent Name: Scott Duncan/Chris Roberts  
Agency Name: HUB International  
Agency Address: 132 E Illinois St PO Box 580  
Spearfish, SD 57783

I understand that Wellmark will consider granting my request for certain conditions and/or reasons. The conditions and/or reasons for my AOR Transfer Request are the following: (Check all boxes that apply or add comments with additional information/reasons.)

- ☐ Agent Retirement/Death/Termination    ☐ Service Issues    ☐ Agent or customer moved  
☐ Customer wants direct Wellmark relationship    ☒ Customer wants to work with another agent  
☐ Conflict with current agent    ☐ Comments \_\_\_\_\_

Ownership Change/Acquisition or Merger	
Please check and fill out the following information if:	
<input type="checkbox"/> Your company name has changed as a result of a change in ownership or an acquisition or merger within the past six (6) months.	
Acquired (Previous) Company Name:	
Acquired (Previous) Company Address:	
Acquired (Previous) Company's Tax I.D. Number:	

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Value Health Plan, Inc., and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

We understand that the designation of the writing Agent and Agency Agent of Record for our Wellmark group health insurance policy may be determined and changed by Wellmark in its sole and absolute discretion. We also understand that Wellmark may contact us and others by phone, email or other means to verify this AOR Transfer Request and to perform other due diligence with respect to this request.

If you accept our request, we understand that all future inquiries concerning our employee benefits with Wellmark will be directed to the "New Agent / Agency AOR" set forth above. This request will remain in effect unless and until we rescind it in writing.

Dated as of: 08 / 01 / 2022

Company Name\*: City of Deadwood

Company's Wellmark Group Policy Number: 81409-0000

Signature of Company's Authorized Signer: \_\_\_\_\_

Print Name: Jessicca McKeown

Print Title: Finance Officer

Phone Number: ( 605 ) 578-2600

\*If your company had a name change as a result of a change in ownership, a merger or an acquisition, this will be the Acquiring (New) Company Name.

#### **RESCISSION OF AOR TRANSFER REQUEST**

**We hereby rescind the AOR Transfer Request set forth above. I have re-considered my AOR Transfer Request and want to retain my current Agent and Agency Agent of Record.**

Dated as of:       /      /      

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

Signature of Company's Authorized Signer: \_\_\_\_\_

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

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

Phone Number: (        ) \_\_\_\_\_

All Metal Mfg. Inc.

Rapid City, SD 57702  
4290 Universal Drive**Invoice**

Date	Invoice #
6/9/2022	27317

<b>Bill To</b>
City of Deadwood 102 Sherman Street Deadwood, SD 57732

Description	Amount
Job: Outlaw Square Metal railings Exempt from sales tax Excise tax	5,800.00T 0.00T 118.38T 0.00
<i>Split 1/2</i> } <i>FB 425-24 \$ 1972.79</i> <i>B&amp;B 209-4980- \$ 1972.79</i> <i>429.02</i> <i>OSQ 425.04 \$ 1972.80 → AR to</i> <i>PO Outlaw</i>	
<i>* Approved by City Commission on June 7, 2021 with amount of \$5,800.00. Funding to be split between Public Buildings Maintenance Budget - Outlaw Square and Bed &amp; Booze</i>	
<i>* 6/20/22 agenda again</i>	
<b>Total</b>	<b>\$5,918.38</b>



Need Help? (888) 495-8884

Order #164423 - Order Date: 5/24/2022

**ORDER REVIEW**

Please review the information below and ensure all information is accurate. The order will not be processed until you clicked the "Approve & Place Order" button on the bottom of the page.

**Shipping Address**

City of Deadwood  
Kevin Auchenbecker  
62 Dunlop  
Deadwood, SD 57732  
Phone: 6055782082  
cindy@cityofdeadwood.com

**Billing Address**

Kevin Auchenbecker  
62 Dunlop  
Deadwood, SD 57732

Item Name	Description	Quantity	Each	Total
ASF-91316-BF-WS-MA-UN	Ladder Back Metal Bar Stool. Black Frame Finish. Solid Wood Seat: Mahogany Finish. Seats Unattached.	60	\$93.99	<b>\$5,639.40</b>

Your comments...

Sub Total	\$5,639.40
Discount	\$(183.70)
Sales Tax	\$0.00
Freight Charges	\$1,694.30

**ORDER COMMENTS**

Freight charges are quoted to destination: 57732.  
Freight will be delivered to your commercial dock/door. If  
you require "inside delivery" or a lift-gate, please let us  
know. Additional charges will apply.

2-3 weeks

**Total \$7,150.00****Payment Method**

Payment Method: Credit Card  
Credit Card Number:

Expiration Date: 12/22  
CVV: 152

*1/2 paid cc  
deposit  
required  
order*

**RESOLUTION NO. 2022-13**  
**TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 2:00 p.m. on July 13, 2022. Bids will be publicly opened at 2:00 p.m. with results presented to the City Commission on July 18, 2022 at 5:00 p.m.

2017 Ford Model F5DS Trolley - VIN# 1F66F5DY7H0A12196

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

Ricoh Estudio355 Copier	Serial #SCPD026356
Crown 2 Ch Amplifier	Serial #105271
HP Prodesk 400 G1 SFF	Serial #MXL5131SM1
HP Compaq 4300 SFF	Serial #MXL35026HZ
HP Proliant DL360 G5	Serial #USE650N1GF
HP Proliant DL360 G5	Serial #USE650N1GC
HP Prolaint DL360 G5	Serial #USE650N1GD
HP Proliant DL360 G5	Serial #USE650N3K5
HP P2000	Serial #MXQ3040FSM
HP P2000	Serial #MXQ3040FQF
HP Proliant DL360P GEN 8	Serial #CN8245N251
HP Proliant DL360P GEN 8	Serial #CN8339N213
HP Compaq Pro 4300 SFF	Serial #2UA3150T66
HP Probook 4525S	Serial #2CE10873Q
Brother Fax 4100E	Serial #U61639J5J578197

Dated this 20th day of June 2022.

City of Deadwood

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

ATTEST:

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

Wm. Schmidt  
8082 Blucksberg Dr.  
Sturgis, SD 57785

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 6-8-2022	
NAME Dendwood City					
ADDRESS 108 Sherman ST.					
CITY, STATE, ZIP Dendwood S. Dak 57732					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
	Total			\$5750.00	
RECEIVED BY					
Wm Schmidt					
KEEP THIS SLIP FOR REFERENCE					

**KEEP THIS SLIP FOR REFERENCE**

**MT. MORIAH CEMETERY**

1 Mt. Moriah Drive  
Deadwood, SD 57732  
Telephone (605) 722-0837  
Fax (605) 578-2084

**KEVIN KUCHENBECKER**

Sexton of Historic Cemeteries  
Historic Preservation Officer  
108 Sherman Street  
Deadwood, SD 57732  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

**MEMORANDUM**

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**Date:** June 13, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Sexton of Historic Cemeteries  
**Re:** Re-admittance in Mt. Moriah Cemetery

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for Mt. Moriah Cemetery 2022 Improvements to Complete Concrete, Inc. Base Bid for the project is \$283,840.00 plus Alternatives 1-8 in the amount of \$45,200.00 for total project cost of \$329,040.00.

The city received two bids for the project. Complete Concrete is the apparent low, responsible bidder with base bid of \$283,840.00 while S&S Builders base bid was \$687,290.00.

Staff and the landscape architect of record, Mike Bender with Tallgrass Landscape Architecture support the recommendation to move forward with the entire project due the conditions of the walls within the cemetery. Project will come from the Historic Cemeteries enterprise fund through a future budget supplement.

**Recommend Motion:** *Staff is requesting permission to award a contract for Mt. Moriah Cemetery 2022 Improvements to Complete Concrete, Inc. for a total project cost of \$329,040.00 and allow Mayor to sign a prepared contract when completed.*

<b>BID TAB</b>				
<b>June 1, 2022 2:00 p.m.</b>				
<b>Bids for Mt. Moriah Improvements</b>				
<b><u>Contractor</u></b>	<b><u>Bid Bond</u></b>	<b><u>Amount</u></b>	<b><u>Acknowledge Addendum 1</u></b>	
Complete Concrete	X	\$ 283,840.00	X	
S&S Builders	X	\$ 687,290.00	X	
Staff Present:				
Jessicca McKeown				
Jeramy Russell				
Trent Mohr				
Also Present:				
Mike Bender - Tallgrass Landscape Architecture				
Rob Rogers - S&S Builders				
Rob Danielson - Complete Concrete				



Mount Moriah Cemetery 2022 Improvements  
City of Deadwood

April 20, 2022

**Bid Form Cover**  
**Sheet 1 of 4**

**Bidder:** Complete Concrete, Inc.

(The Following is for Owner's Use Only)

Check that the following have been received:

- ☐ Bid Bond
- ☐ Project Proposal Sheets 1 - 4
- ☐ Business License
- ☐ Evidence of Insurance
- ☐ Reference Projects

Attended Pre-Bid Meeting (Check against Sign In Sheet)

- ☐ Yes
  - ☐ No
- ☐ Proposer in good standing with City



Mount Moriah Cemetery 2022 Improvements  
City of Deadwood

April 20, 2022

## Bid Form Sheet 2 of 4

**Bidder:** Complete Concrete, Inc.

### Bid Proposal

To: Attn: Kevin Kuchenbecker  
Historic Preservation Officer  
City of Deadwood  
108 Sherman St.  
City of Deadwood, SD 57732

The undersigned, having carefully examined the Criteria, Drawings, Specifications, and all Addenda thereto and other Contract Documents prepared by Tallgrass Landscape Architecture, LLC for the construction of the Mount Moriah Cemetery 2022 Improvements, and having carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof and being familiarized with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendent, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Drawings, Specifications, and other Contract Documents including Addenda No(s) issued thereto, for the prices herein stated.

The undersigned further certifies to have personally inspected the actual location of the work, together with the local sources of supply and understands the conditions under which the work is to be performed, or that if not so inspected the site and conditions of the work, waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

Proposer has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal request Documents and the written resolution thereof by Owner is acceptable to Proposer, and the Proposal request Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

Bidders are required to submit bids on the Lump Sum Base Bid and all Unit Price Items listed on the Bid Form.

Bidder acknowledges receipt of Addendum No(s) 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Bidders shall list Addenda number received.)

Project Total Lump Sum Bid: \$ 283.840.00

Two Hundred Eighty-Three Thousand Eight Hundred-Forty & No/100 (figures)  
Dollars (write out total dollar amount)



Mount Moriah Cemetery 2022 Improvements  
City of Deadwood

April 20, 2022

**Bid Form Sheet 3 of 4**

**Bidder:** Complete Concrete, Inc.

Full payment for the above shall be considered full and final payment for all work shown on the drawings, required by the specifications, and contract documents.

In submitting this bid, it is understood that the right is reserved by the Owner to accept or reject any or all bids. It is agreed that this bid may not be withdrawn for a period of ninety (90) days.

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) days of the signing of the Contract, satisfactory Performance-Payment Bond if required by Owner's Representative, each in a sum equal to the full amount of the Contract.

The undersigned agrees to commence work under the Base Bid when directed by the Owner to proceed and to complete fully said work as specified within **150 calendar days**.

The undersigned submits the following Unit Prices and Alternates, which may be used in the event that additions to or deletions from the work shown on the drawings are directed by the Owner.

**Unit Prices**

Item No.	Description (Supply and Install)	Units	Unit Price
1	Rebuild LedgeStone Wall (12-18" Width)	SFF	\$ <u>391.00</u>
2	Repoint Mortar Joints for Stone Walls	SF	\$ <u>130.00</u>
3	Supplemental Stone	Ton	\$ <u>391.00</u>
4	Concrete Footing (8"H x 18"W)	LF	\$ <u>341.00</u>
Item No.	Description (Supply and Install)	Units	Unit Price
ALT 1	Sec 1, Plot 20 Bennett Plot (Sheet L-6)	LS	\$ <u>8,635.00</u>
ALT 2	Sec 1, Plot 21 M.R. Plot (Sheet L-7)	LS	\$ <u>5,730.00</u>
ALT 3	Sec 1, Plot 422 Porter Plot (Sheet L-9)	LS	\$ <u>6,614.00</u>
ALT 4	Sec 2, Plot 44 Mitchell Plot (Sheet L-14)	LS	\$ <u>1,740.00</u>
ALT 5	Sec 3, Plot 82 Rogers Plot (Sheet L-28)	LS	\$ <u>7,266.00</u>
ALT 6	Sec 3, Plot 108 Brown & Glew Plot (Sheet L-29)	LS	\$ <u>7,266.00</u>
ALT 7	Sec 3, Plot 152 Fish Plot (Sheet L-31)	LS	\$ <u>5,048.00</u>
ALT 8	Sec 3, Plot 155 Lindenbower Plot (Sheet L-32)	LS	\$ <u>2,901.00</u>



Mount Moriah Cemetery 2022 Improvements  
City of Deadwood

April 20, 2022

### Bid Form Sheet 4 of 4

**Bidder:** Complete Concrete, Inc.

Proposer certifies this Financial Proposal and his / her total Proposal submittal as:

☐ An Individual

☐ A Partnership

☒ A Corporation (check one)

Cindy Buren  
signature

6/1/2022  
date

Cindy Buren  
printed name

President  
title

signature (if needed)

date

printed name

title

signature (if needed)

date

printed name

title

Company: Complete Concrete, Inc.

Status of Incorporation: South Dakota

Federal ID Number: 20-4793388

Address: 7201 S. HWY 16 Suite 100

Rapid City, SD 57702

Affix Seal

Phone: 605-388-0111

Fax: 605-388-6139

E-mail (if available) r.danielson@ccsisd.biz

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

(Secretary)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).





# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Complete Concrete, Inc. dba Complete Contracting Solutions  
7201 S Hwy 16, Ste 100 Rapid City, SD 57702

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Deadwood

102 Sherman St Deadwood, SD 57732

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),  
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Mount Moriah Cemetery 2022 Improvements

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with  
 the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
 Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
 payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
 such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the  
 penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith  
 contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
 to remain in full force and effect.

Signed and sealed this 23rd day of May, 2022

Valerie L. Effenberger  
 (Witness)

Complete Concrete, Inc. dba Complete Contracting Solutions  
 (Principal) (Seal)

By:

Cindy Tannen

President  
 (Title)

Liberty Mutual Insurance Company

(Surety)

By:

[Signature]

Attorney-in-Fact Travis Gusso



Jeremy Miller

(Witness)

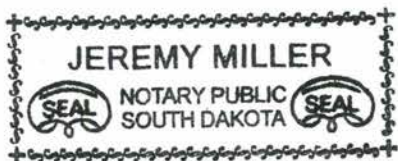
STATE OF South DakotaCOUNTY OF LincolnI, Jeremy Miller Notary Public of Lincoln County,in the State of South Dakota, do hereby certify that Travis GussoAttorney-in-Fact, of the Liberty Mutual Insurance Companywho is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Fallsin said County, this 23rd day of May A.D., 2022Notary Public Jeremy MillerMy Commission expires: March 24, 2027

\*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein set forth. This Power of Attorney is valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Travis Gusso of the city of Sioux Falls, state of SD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Complete Concrete, Inc. dba Complete Contracting Solutions

Obligee Name: City of Deadwood

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kinko of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23<sup>rd</sup> day of May, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



# Contractor License

166

THIS CERTIFIES THAT

**COMPLETE CONCRETE INC**

of 7201 S HWY 16 SUITE 100, RAPID CITY, SD 57702

In consideration of payment of the fees and meeting all other applicable requirements of the Ordinances of the City of Deadwood, COMPLETE CONCRETE INC is hereby authorized to engage in the following business:

**License Type**  
C-GENERAL

**License Number**  
166

**Issue Date**  
01/01/2020

**Expire Date**  
12/31/2022

Owner/Authorized Signature

05/25/2022

Date

\*\*\* All licenses expire on December 31st of the current year \*\*\*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	<b>CONTACT</b> NAME: Allie Darling PHONE (A/C, No, Ext): 612-322-6041 E-MAIL ADDRESS: adarling@csdz.com FAX (A/C, No):														
<b>INSURED</b> Complete Concrete, Inc. dba Complete Contracting Solutions, Inc. 7201 S Hwy 16, Suite 100 Rapid City SC 57702	<b>COMCONPC4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. America</td> <td>25674</td> </tr> <tr> <td>INSURER c : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American insurance Company	16535	INSURER B : Travelers Property Casualty Co. America	25674	INSURER c : Hanover Insurance Company	22292	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 911102282**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO380463803	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp: \$1,000 Coll: \$2,500		BAP380463903	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmg \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP8S88760122NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC380463703	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased-Rented Equip/Special Form Owned Equip Schedule/Special Form Installation Floater/Special Form		RHxD89188103	1/1/2022	1/1/2023	\$1,000 Ded \$1,000 Ded \$1,000 Ded \$250,000 Per Item \$6,025,443 \$500,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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7201 SHwy 16, Suite 100 • Rapid City, SD 57702 • ph 605.388.0111 • f 605.388.6139

## Completed Projects

### Project Description and Location:

Mt. Rushmore Road  
Rapid City, SD

Job #: 16-85

Agency/Company: City of Rapid City  
Contract Amount: \$9,095,169  
Contract Number: PCN 049F  
Point of Contact: John Matheson  
Address: 2300 Eglin Street  
Rapid City, SD 57701

Start Date: 10/5/2016  
Completion Date: 5/18/2018  
Phone: 605-394-2453  
Fax: 605-394-1904

### Scope of Work

Grading, PC Surfacing, Storm Sewer, Curb & Gutter, Sidewalk, Lighting, & Signals

### Project Description and Location

Custer Streetscape T.I.F. #4 Phase 1 Streetscape  
Custer, SD

Job# 11-02

Agency/Company: City of Custer  
Contract Amount: \$902,845  
Final Contract Amount: \$1,314,239  
Contract Number: 09103.1  
Point of Contact: Rex Harris  
Address: 622 Crook St.  
Custer, SD  
57730

Start: 4/1/2011  
Completion Date: 12/31/2011  
Phone: 605-673-4824  
Fax: 605-673-2411

Removing and replacing street lights and miscellaneous repairs in the downtown district of Custer.

### Project Description and Location:

Retaining Walls 53 Taylor Street

Job#: 17-41

Agency/Company: City Of Deadwood  
Contract Amount: 81,500.00  
Contract Number: 2016-237  
Point of Contact: Albertson's Engineering Inc.  
Address: 3202 W. Main Suite C  
Rapid City, SD 57702

Start Date: 06/19/2017  
Completion Date: 09/19/2017  
Phone: 605-343-9606

### Scope of Work

Reconstruction of Retaining Walls located at 53 Taylor Street Deadwood SD

**Project Description and Location:**

SDSMT Bike Shelter and Repair

Job#:

19-14

Agency/Company: SD Board of Regents

Start Date: 05/06/2019

Contract Amount: 38,200.00

Completion Date: 06/06/2019

Contract Number: P0293418

Point of Contact: Brenda DenOtter

Phone: 605-394-2512

Address: 501 East St. Joseph Street  
Rapid City, SD 57701**Scope of Work**

Install new covered bike racks to match existing bike rack, new bike repair station w/ air kit, 10 individual bike racks

# CITY OF DEADWOOD

# MOUNT MORIAH CEMETERY

## 2022 PRESERVATION IMPROVEMENTS, DEADWOOD, SD

OWNER:  
CITY OF DEADWOOD

**Project Manager:** Kevin Kuchenbecker  
Historic Preservation Officer

208 Sherman Street  
Deadwood, SD 57732  
605.578.2082  
Fax: 605.578.2084

LANDSCAPE ARCHITECT:  
TALLGRASS LANDSCAPE ARCHITECTURE, L.L.C.

**Contact: Mike Bender, Project Manager**

413 North 4th Street  
Custer, SD 57730  
605-673-3167 888-958-1367  
mike@tallgrasslandscapearchitecture.com  
www.tallgrasslandscapearchitecture.com

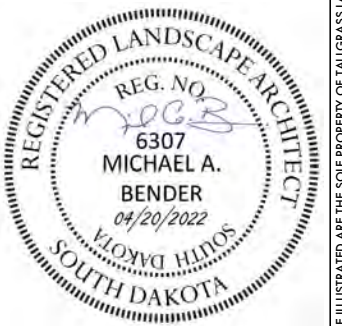
## SHEET INDEX

<u>SHEET NO.</u>	<u>SHEET NAME</u>	<u>SHEET NO.</u>	<u>SHEET NAME</u>
L-0	COVER SHEET		<u>SECTION 3 PLOTS</u>
L-1	OVERALL PLAN	L-23	PLOT 11 - UNMARKED
L-2	SECTION 1	L-24	PLOT 18 - UNMARKED
L-3	SECTION 2	L-25	PLOT 32 - UNMARKED
L-4	SECTION 3	L-26	MUNDY PLOT
L-5	SECTION 4	L-27	UREN PLOT
	<u>SECTION 1 PLOTS</u>	L-28	ROGERS PLOT
L-6	BENNETT PLOT	L-29	BROWN & GLEW PLOT
L-7	PLOT 21 - M.R. PLOT	L-30	PLOT 112 - UNMARKED
L-8	BURKE PLOT	L-31	FISH PLOT
L-9	PORTER PLOT	L-32	LINDENBOWER PLOT
	<u>SECTION 2 PLOTS</u>		<u>SECTION 4 PLOTS</u>
L-10	BURNS PLOT	L-33	DELARAY PLOT
L-11	BAKER PLOT	L-34	JOHNSON PLOT
L-12	HELPS PLOT	L-35	DETAILS 1
L-13	POLLUCK PLOT	L-36	DETAILS 2
L-14	MITCHELL PLOT	L-37	DETAILS 3
L-15	AYRES PLOT	L-38	DETAILS 4
L-16	E.E.B. PLOT		
L-17	ROGERS PLOT		
L-18	McCONKEY PLOT		
L-19	SCHUMBERT PLOT		
L-20	PLOT 81 - UNMARKED		
L-21	CLARK PLOT		
L-22	FERRELL PLOT		



**TALLGRASS LANDSCAPE ARCHITECTURE**  
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CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
605.673.3167  
**TALLGRASSLANDSCAPEARCHITECTURE.COM**

<b>REVISIONS:</b>	
<b>DATE:</b>	<b>BY:</b>
<b>RELEASE DATE:</b>	04-20-2022
<b>PROJECT CONTACT:</b>	MIKE BENDER
<b>PROJECT NUMBER:</b>	2020-018



# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

COVER SHEET

SHEET:

# L-0





**TALLGRASS LANDSCAPE ARCHITECTURE**  
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605.673.3167  
**TALLGRASSLANDSCAPEARCHITECTURE.COM**

REVISIONS:  
DATE: BY:

RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

## MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

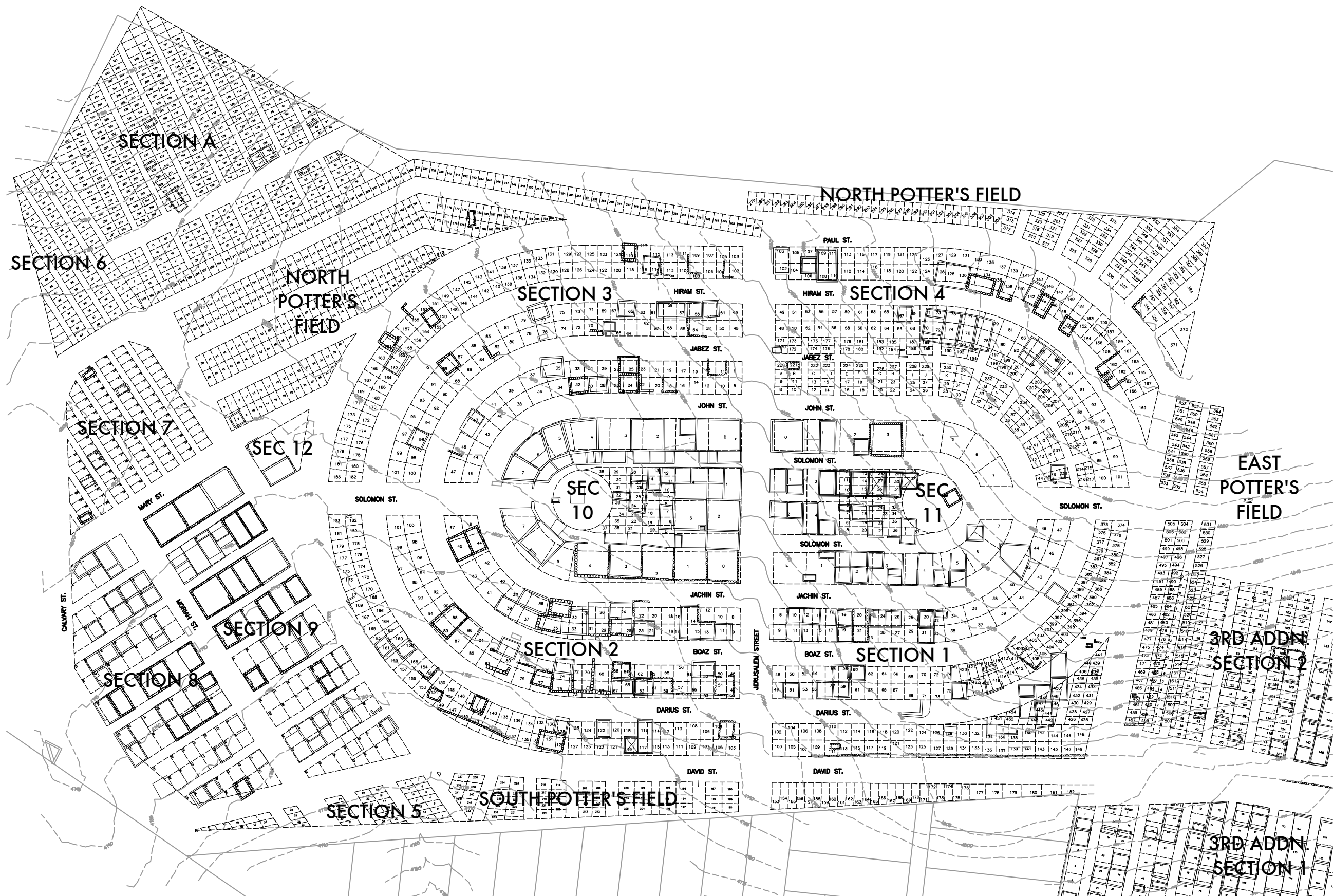
## OVERALL PLAN

**SHEET:**

# L-1

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## OVERALL SITE PLAN

SCALE: 1" = 60'



**TALLGRASS LANDSCAPE ARCHITECTURE**  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
605.673.3167  
**TALLGRASSLANDSCAPEARCHITECTURE.COM**

REVISIONS:  
DATE: BY:

RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

## MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

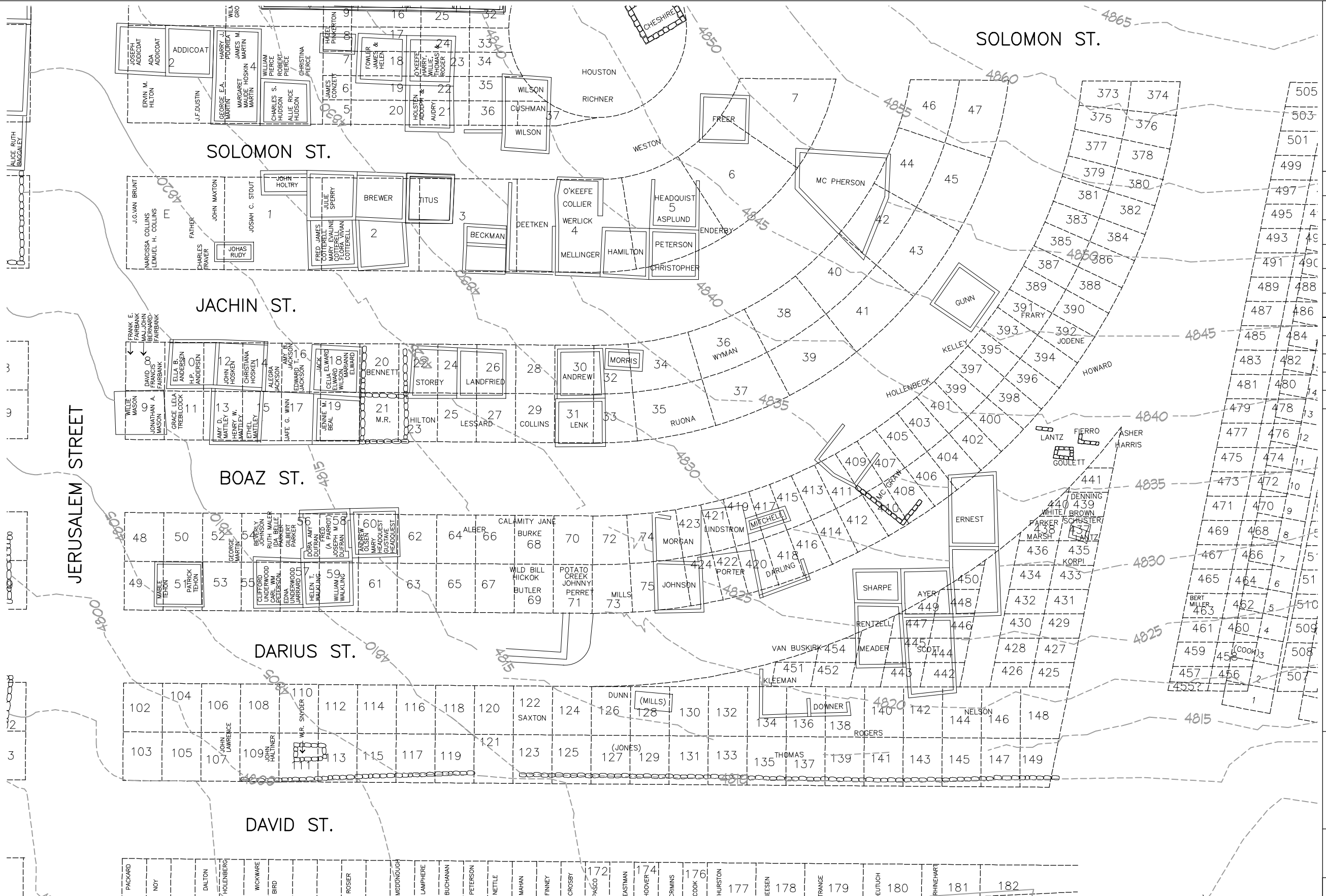
DEADWOOD, SD

## SECTION 1

SHEET:

**L-2**

82



# SITE PLAN - SECTION 1

SCALE: 1" = 20'





**TALLGRASS LANDSCAPE ARCHITECTURE**  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
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**TALLGRASSLANDSCAPEARCHITECTURE.COM**

REVISIONS:

DATE:	BY:
-------	-----

RELEASE DATE:	04-20-2022
PROJECT CONTACT:	MIKE BENDER
PROJECT NUMBER:	2020-018

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

## SECTION 2

**L-3**

**SHEET:**

INIT DATE: 1102022



## SITE PLAN - SECTION 2

SCALE: 1" = 20'



**TALLGRASS LANDSCAPE ARCHITECTURE**  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
605.673.3167  
**TALLGRASSLANDSCAPEARCHITECTURE.COM**

REVISIONS:  
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PROJECT NUMBER: 2020-018

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

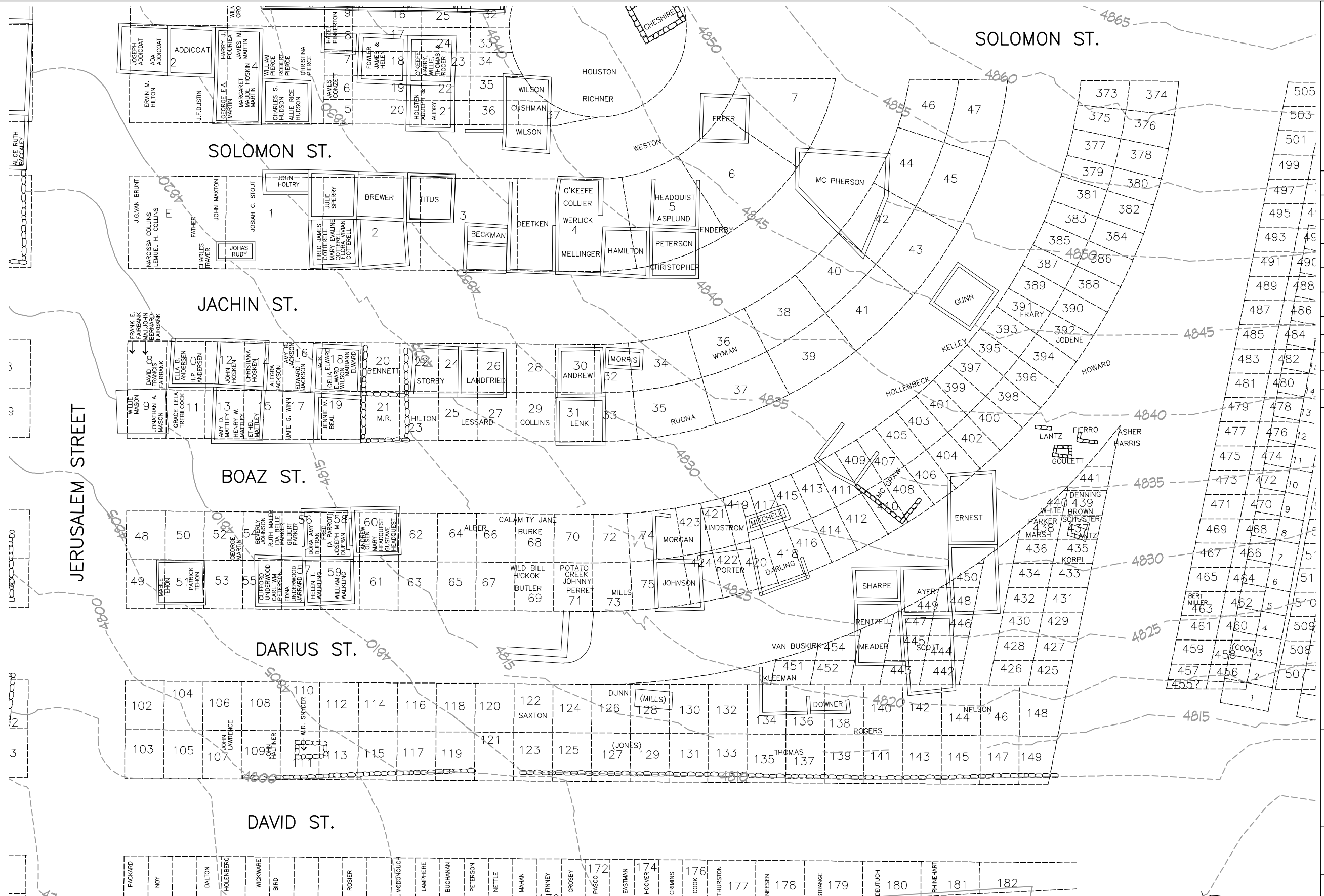
### SECTION 3

**SHEET:**

# L-4

INIT DATE: 4 10 2022

34



## SITE PLAN - SECTION 1

SCALE: 1" = 20'





TALLGRASS LANDSCAPE ARCHITECTURE  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
605.673.3167  
TALLGRASSLANDSCAPEARCHITECTURE.COM

REVISIONS:  
DATE: BY:

RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SECTION 4

L-5

SHEET:



# SITE PLAN - SECTION 4

SCALE: 1" = 20'





NORTH ELEVATION



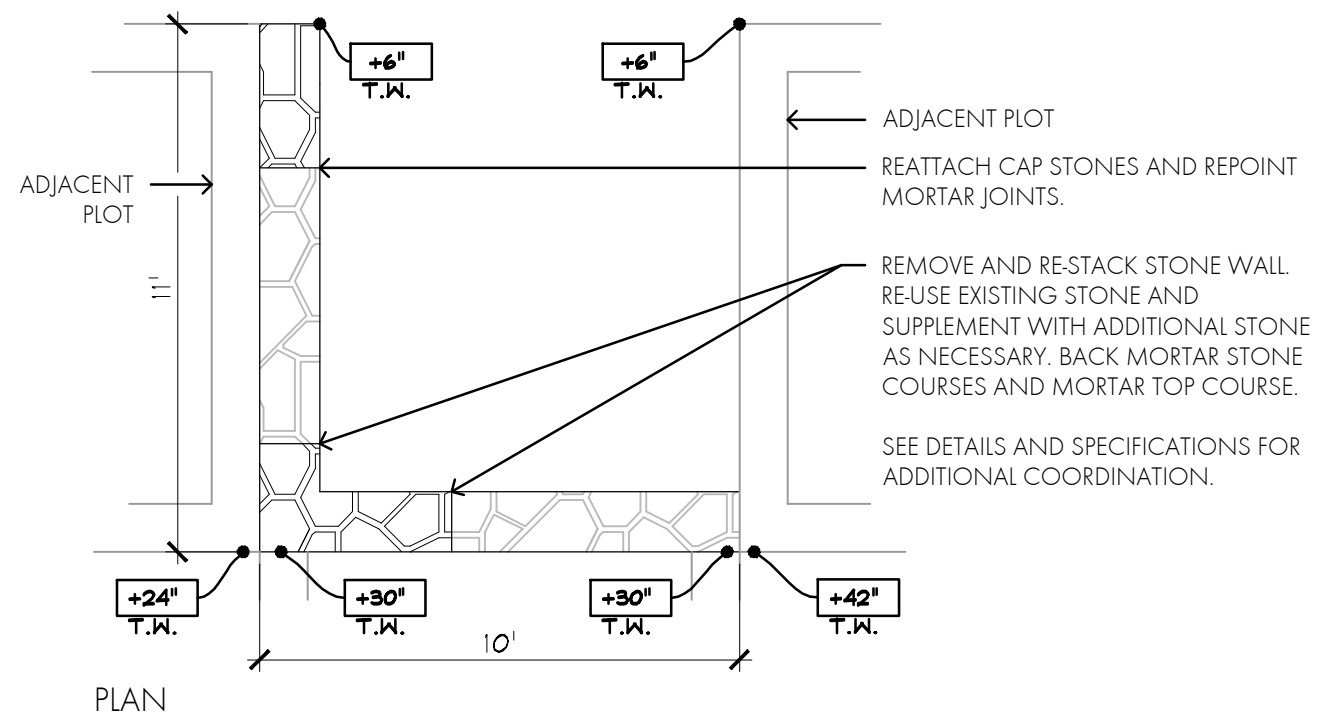
VIEW FROM NORTHWEST



WEST ELEVATION



SOUTH ELEVATION



SECTION 1, PLOT 20 - BENNETT

SCALE: 1/4" = 1'-0"



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605.673.3167  
**TALLGRASSLANDSCAPEARCHITECTURE.COM**

REVISIONS:  
DATE: BY:

RELEASE DATE:	04-20-2022
---------------	------------

PROJECT CONTACT:	MIKE BENDER
------------------	-------------

PROJECT NUMBER:	2020-018
-----------------	----------

**MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS**

DEADWOOD, SD

SEC 1 PLOT 20  
BENNETT PLOT

**SHEET:**

# L-6

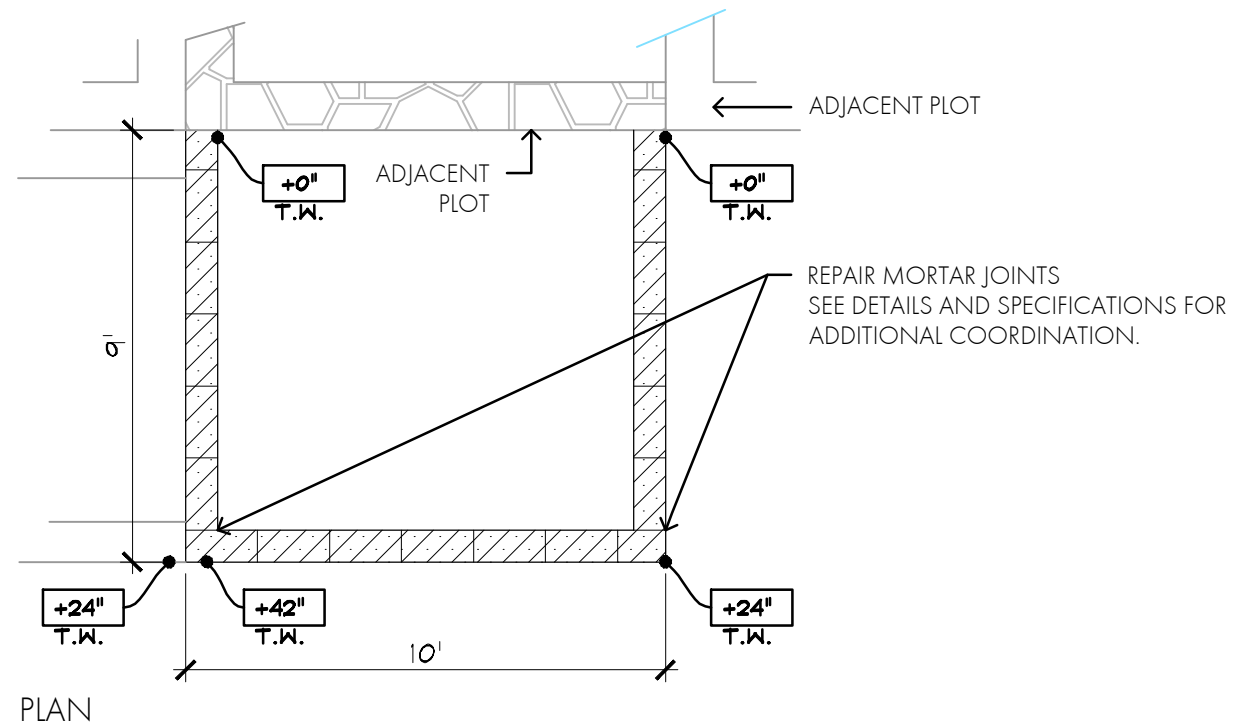
ALT NO. 1





REPAIR MORTAR JOINTS.  
SEE SPECIFICATIONS FOR  
ADDITIONAL COORDINATION  
AND REQUIREMENTS.

WEST ELEVATION



SECTION 1, PLOT 21 - M.R.

SCALE: 1/4" = 1'-0"



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REVISIONS:  
DATE: BY:

RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC1 PLOT 21 -  
M.R.

**SHEET:**

**L-7**

ALT NO. 2





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MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 1 PLOT 68  
BURKE PLOT

SHEET:

L-8



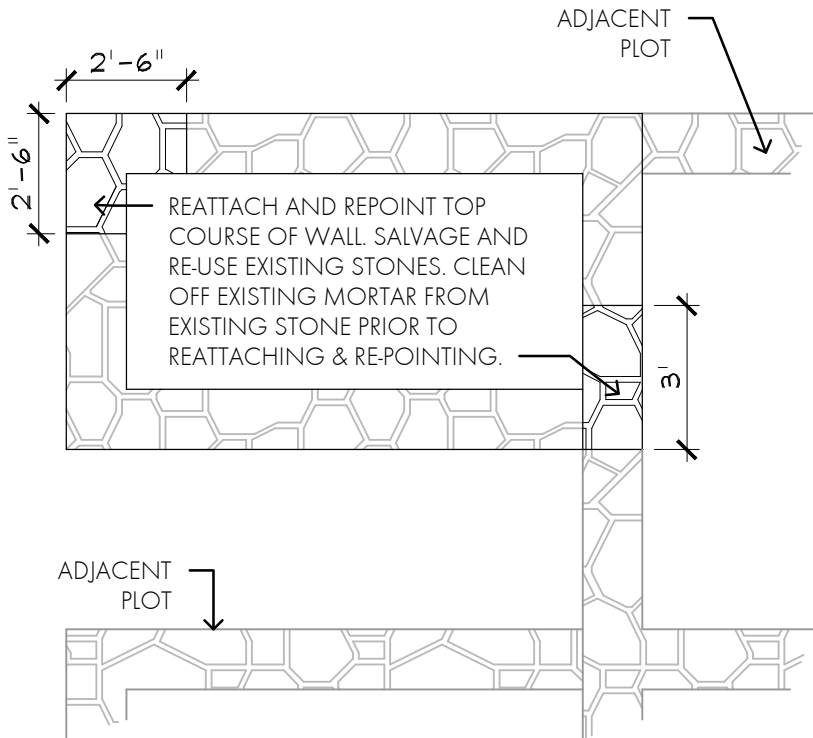
VIEW FROM SOUTHEAST

REATTACH CAP STONES  
AND REPOINT MORTAR  
JOINTS. SEE SPEC'S  
FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



WEST ELEVATION

REATTACH CAP STONES  
AND REPOINT MORTAR  
JOINTS. SEE SPEC'S  
FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



PLAN



EAST ELEVATION

REATTACH CAP STONES  
AND REPOINT MORTAR  
JOINTS. SEE SPEC'S  
FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

SECTION 1, PLOT 68 - MARTHA 'CALAMITY' JANE BURKE

SCALE: 1/4" = 1'-0"





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# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 1 PLOT 422  
PORTER PLOT

SHEET:

# L-9

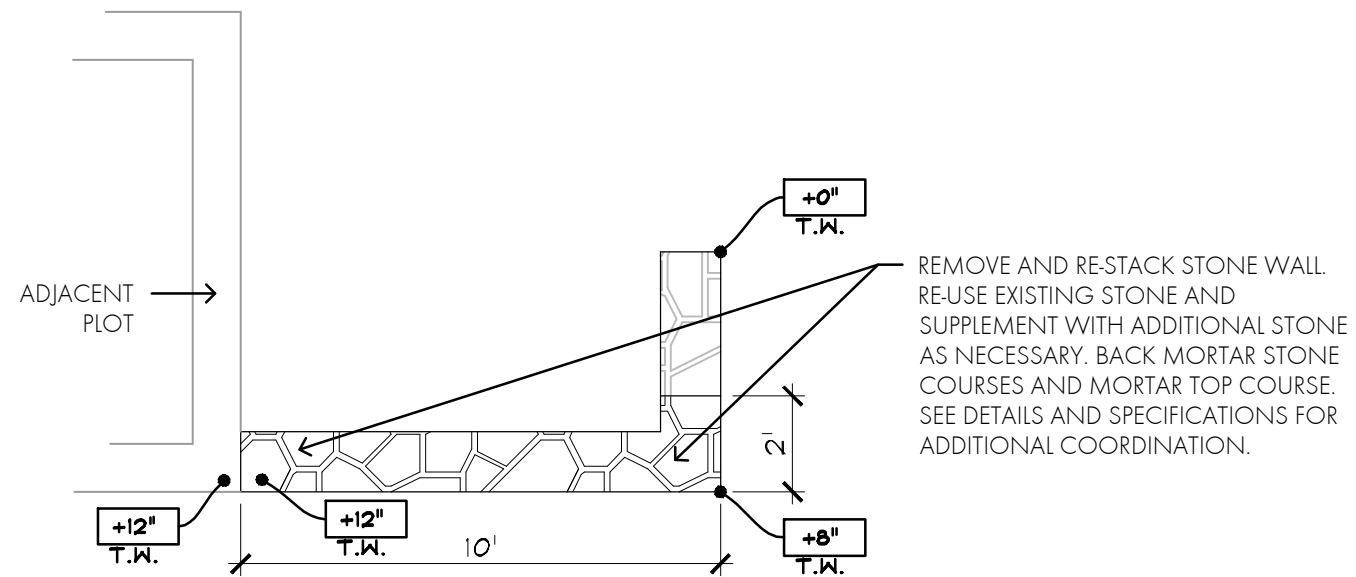
ALT NO. 3

9

REMOVE AND RESTACK  
STONE WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE OF  
STONE. SEE SPEC'S FOR  
ADDITIONAL COORDINATION  
AND REQUIREMENTS.



VIEW FROM EAST



## PLAN

SECTION 1, PLOT 422 - PORTER

SCALE: 1/4" = 1'-0"





- REPAIR FALLEN STONE WALL. REMOVE/RESTACK STONE WITH BACK-MORTARED JOINTS. MORTAR TOP CAP, ENTIRE LENGTH OF WALL.

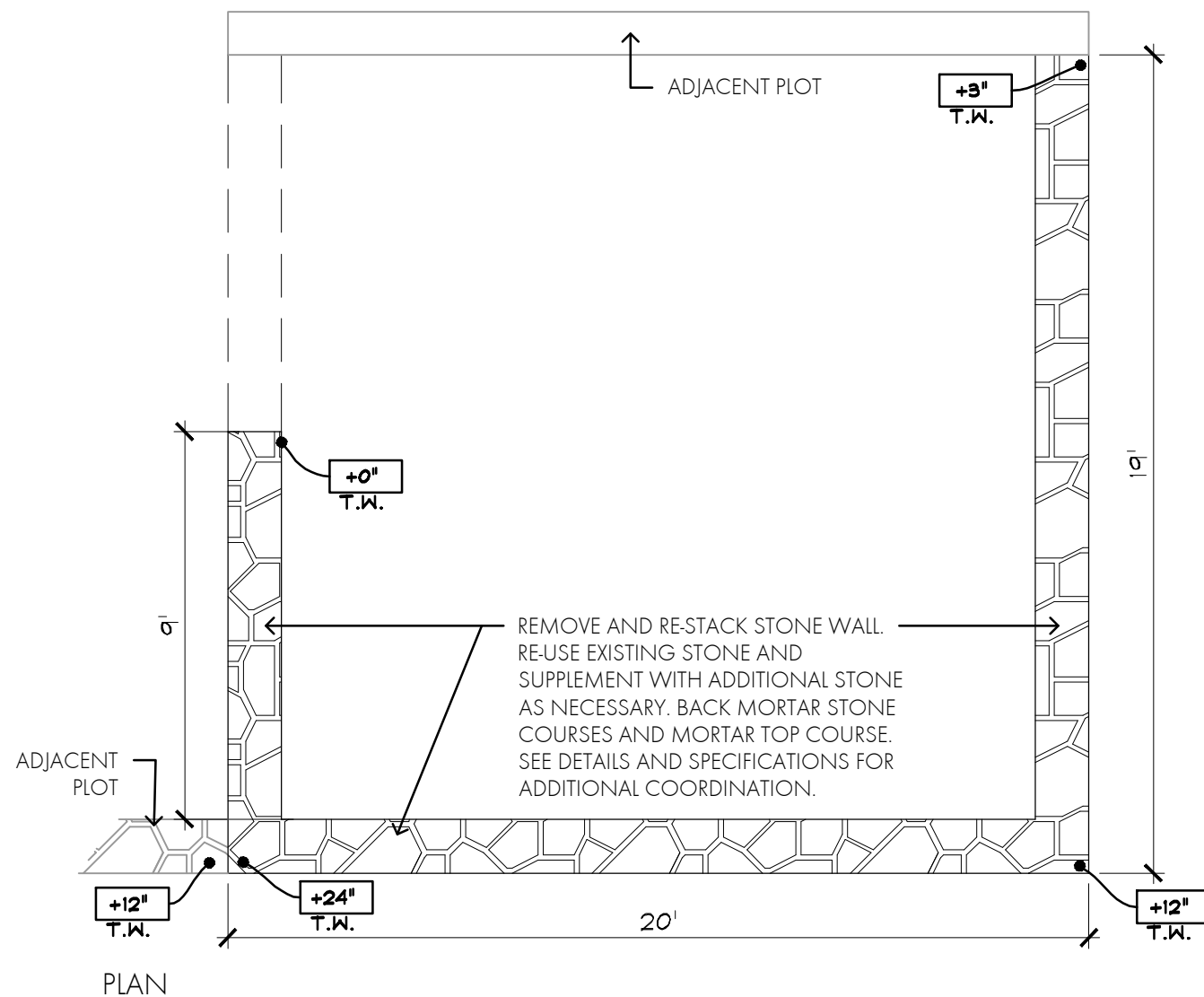
— PROTECT MARKER TO  
REMAIN FROM DAMAGE  
DUE TO CONSTRUCTION  
ACTIVITIES.

**SOUTHWEST CORNER DETAILED VIEW**



REPAIR FALLEN STONE  
WALL. REMOVE/RESTACK  
STONE WITH  
BACK-MORTARED JOINTS.  
MORTAR TOP CAP,  
ENTIRE LENGTH OF WALL.

VIEW FROM SOUTHWEST



## SECTION 2, PLOT 0 - BURNS

SCALE: 1/4" = 1'-0"



**SOUTH ELEVATION**

REPOINT EXISTING  
FAILED MORTAR JOINTS  
ALONG ENTIRE CAP.

REPAIR FALLEN STONE WALL. REMOVE/RESTACK STONE WITH BACK-MORTARED JOINTS. MORTAR TOP CAP, ENTIRE LENGTH OF WALL.



EAST ELEVATION

REPAIR FALLEN STONE  
WALL. REMOVE/RESTACK  
STONE WITH  
BACK-MORTARED JOINTS.  
MORTAR TOP CAP,  
ENTIRE LENGTH OF WALL.



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PROJECT NUMBER:	2020-018
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**MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS**

DEADWOOD, SD

SEC 2 PLOT 0  
BURNS PLOT

SHEET: **L-10**





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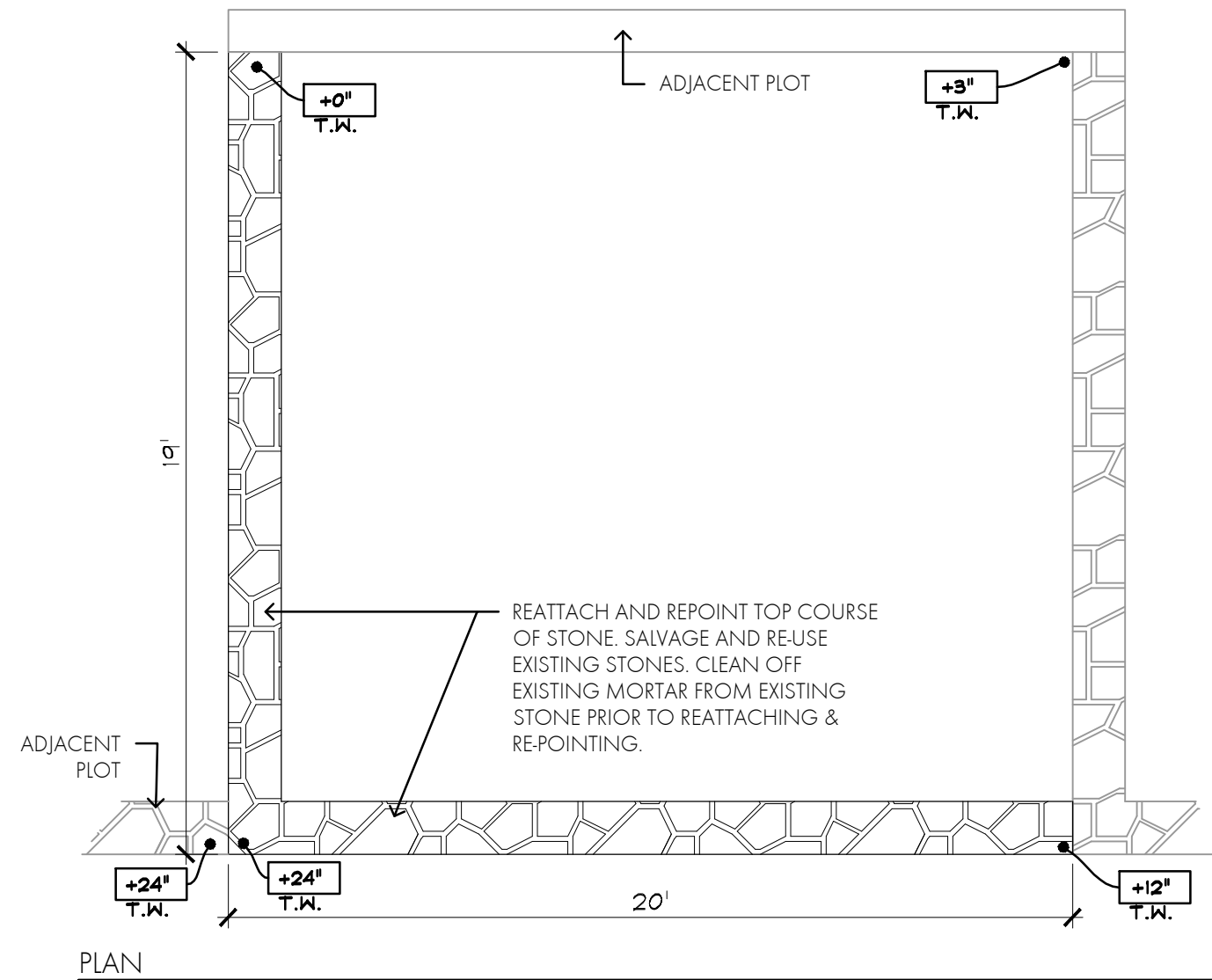
DEADWOOD, SD

SEC 2 PLOT 1  
BAKER PLOT

**L-11**

**SHEET:**

INIT DATE: 4/10/2022



## SECTION 2, PLOT 0 - BAKER

SCALE: 1/4" = 1'-0"



— REATTACH CAP  
STONES AND REPOINT  
MORTAR JOINTS. SEE  
SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

**SOUTH ELEVATION**



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PROJECT NUMBER: 2020-018

MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 2  
PHELPS PLOT

SHEET: **L-12**



FRONT ELEVATION

REMOVE AND REBUILD STONE WALL I.A.W. DETAIL 1/L38. BACK MORTAR STONE JOINTS. MORTAR TOP CAP STONES WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR COORDINATION AND ADDITIONAL REQUIREMENTS.



LEFT ELEVATION

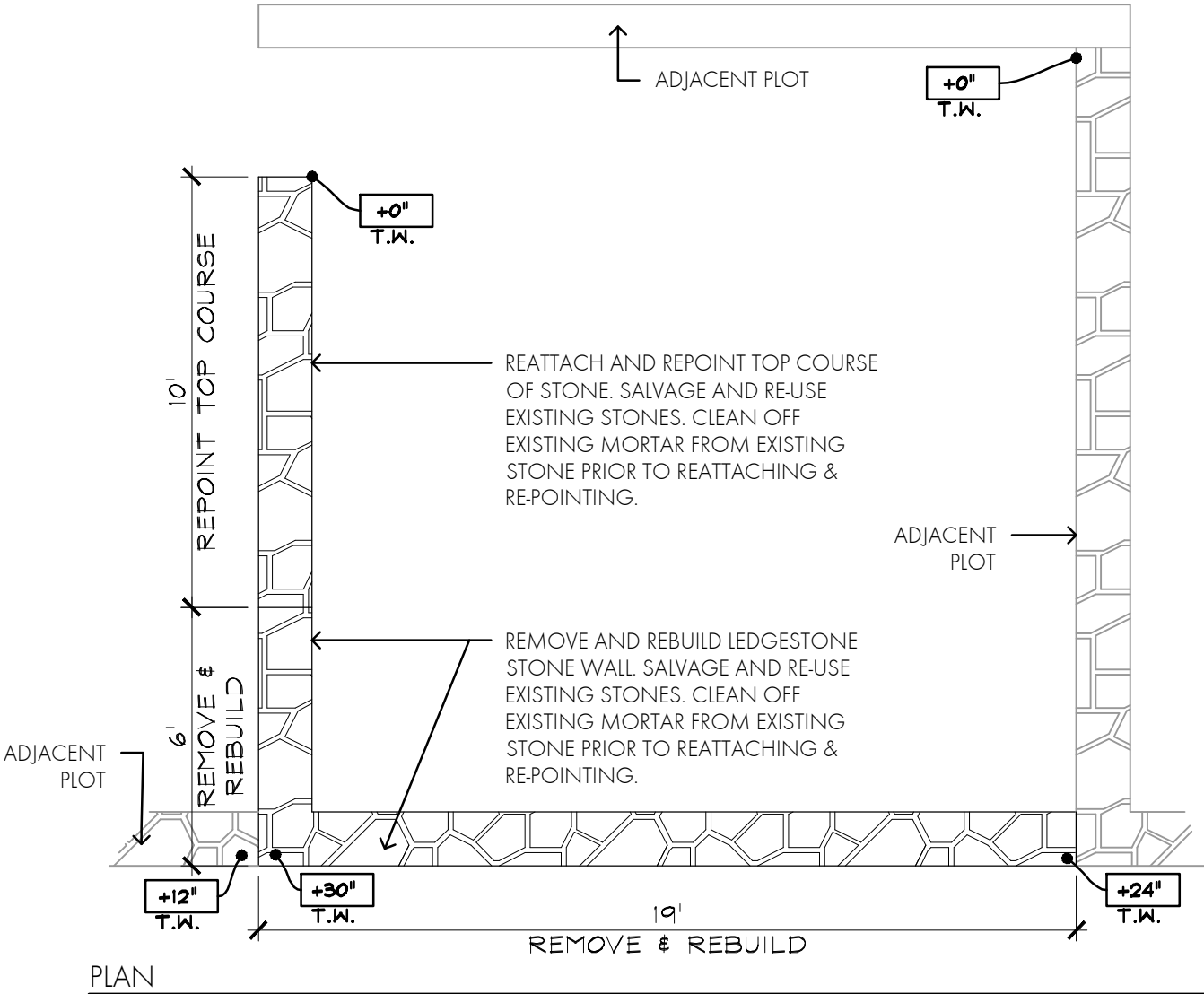
REPOINT TOP COURSE OF STONE

REMOVE AND REBUILD STONE WALL I.A.W. DETAIL 1/L38. BACK MORTAR STONE JOINTS. MORTAR TOP CAP STONES WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR COORDINATION AND ADDITIONAL REQUIREMENTS.



VIEW FROM SOUTHEAST

COORDINATE JOINTS WITH ADJACENT PLOT WALLS.



SECTION 2, PLOT 2 - PHELPS

SCALE: 1/4" = 1'-0"





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## MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 2  
POLLUCK PLOT

SHEET: **L-13**

SHEET:

INIT DATE: 1102022



— REPAIR FALLEN STONE  
WALL. REMOVE/RESTACK  
STONE WITH  
BACK-MORTARED JOINTS.  
MORTAR TOP CAP,  
ENTIRE LENGTH OF WALL.

— PROTECT EXISTING MONUMENTS TO REMAIN FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES.

WEST ELEVATION



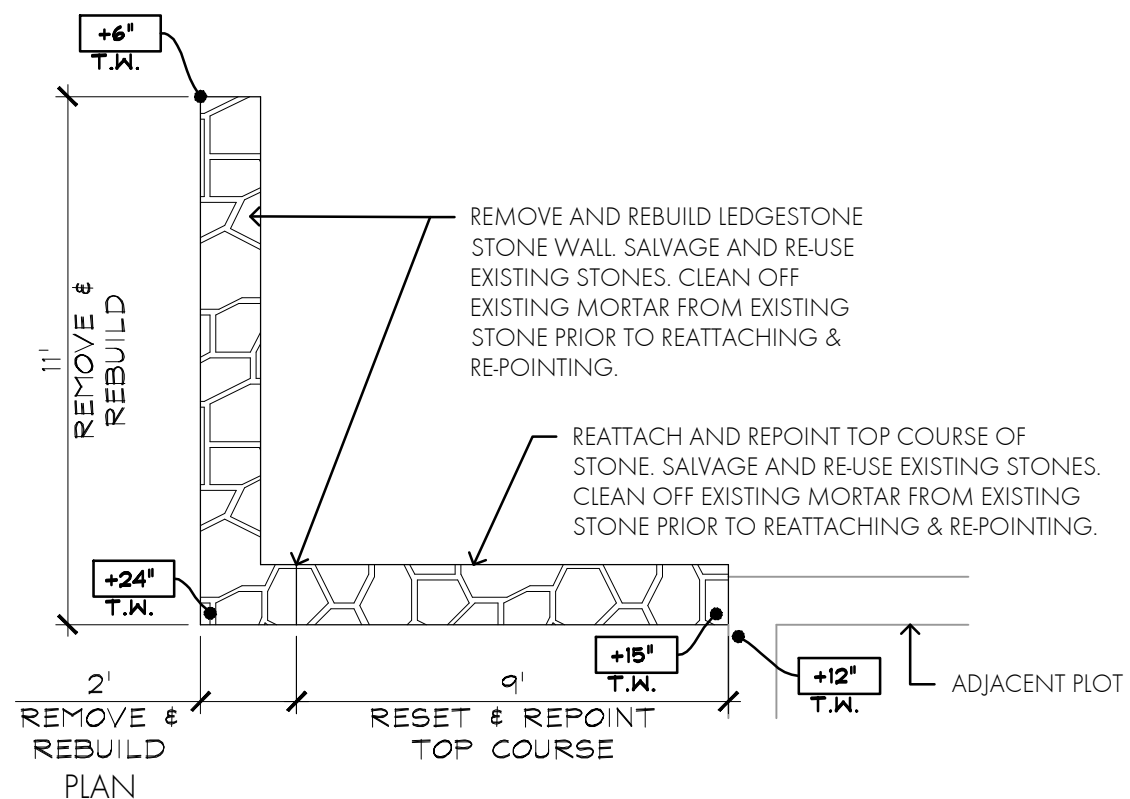
— REPAIR FALLEN STONE  
WALL. REMOVE/RESTACK  
STONE WITH  
BACK-MORTARED JOINTS.  
MORTAR TOP CAP,  
ENTIRE LENGTH OF WALL.

**SOUTH ELEVATION**



— PROTECT EXISTING MONUMENTS TO REMAIN FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES.

VIEW FROM NORTHEAST



## SECTION 2, PLOT 12 - POLLOCK

SCALE: 1/4" = 1'-0"





—REPOINT SEPARATED  
MORTAR JOINTS

— REPOINT SEPARATED  
MORTAR JOINTS



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MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD  
SEC 2 PLOT 44  
MITCHELL PLOT

**SHEET:** **L-14**

ALT NO. 4





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— REPAIR SECTION OF  
STONE WALL.  
REMOVE/RESTACK STONE  
WITH BACK-MORTARED  
JOINTS. REPOINT TOP  
CAP, AS SHOWN ON PLOT  
PLAN.

—REPOINT EXISTING  
MORTAR JOINTS IN AREA  
AS SHOWN ON PLOT  
PLAN.

— REPAIR SECTION OF  
STONE WALL.  
REMOVE/RESTACK STONE  
WITH BACK-MORTARED  
JOINTS. MORTAR TOP  
CAP.

## MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 45  
AYRES PLOT

SHEET: **L-15**

SHEET:



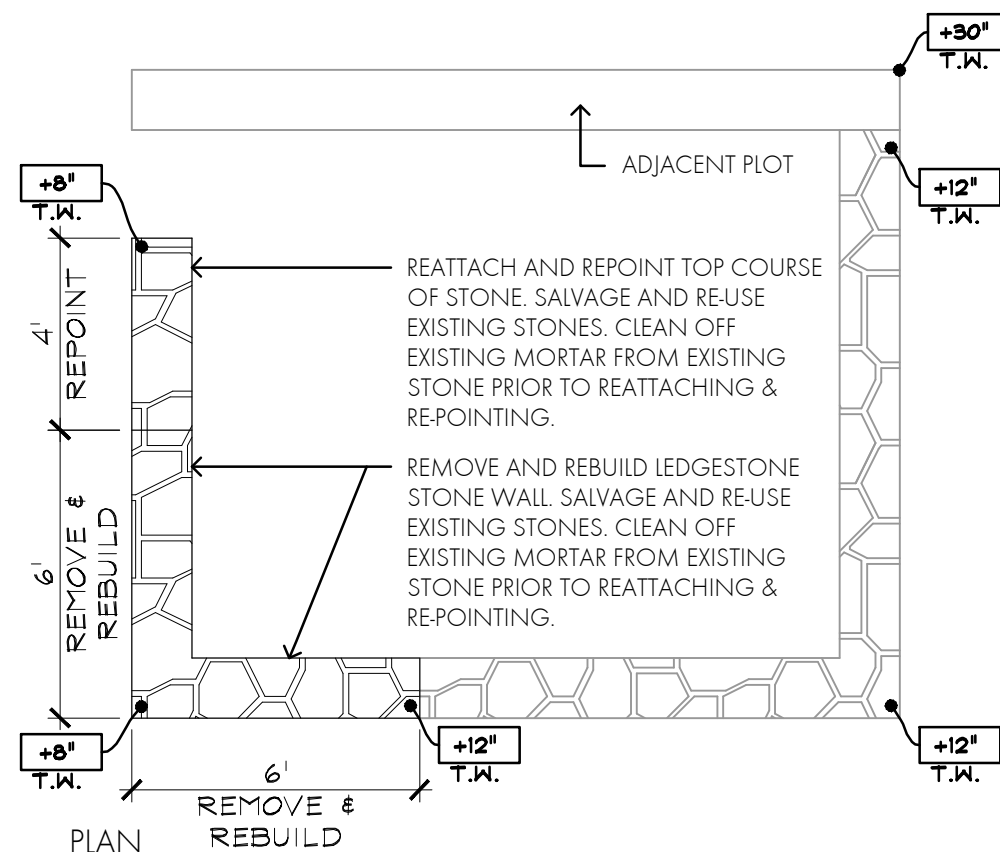
**SOUTH ELEVATION**



WEST ELEVATION



VIEW FROM NORTHWEST



## SECTION 2, PLOT 45 - AYRES

SCALE: 1/4" = 1'-0"





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2022 IMPROVEMENTS

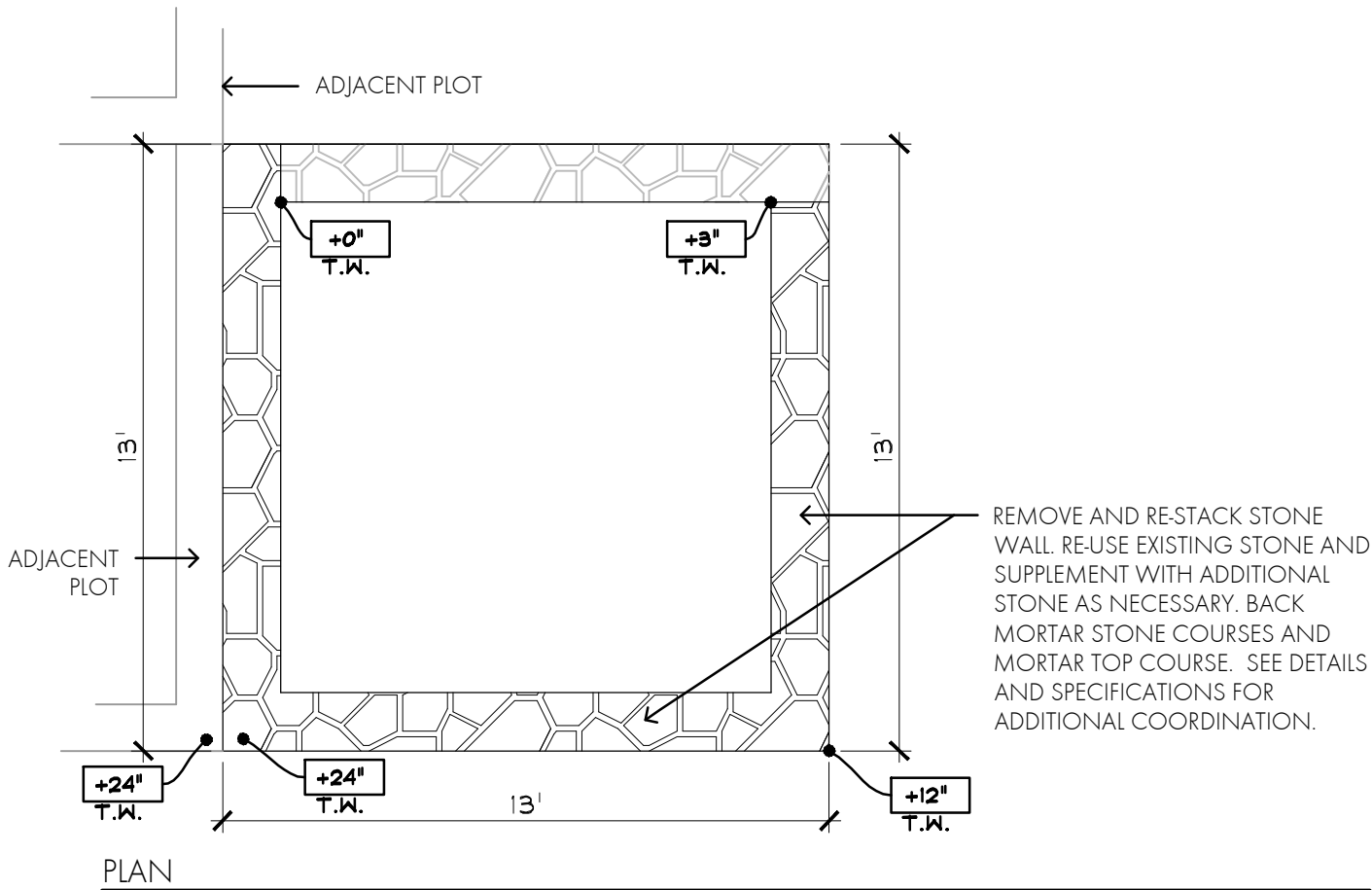
DEADWOOD, SD

SEC 2 PLOT 49  
E.E.B. PLOT

L-16

SHEET:

PRINT DATE: 4/10/2022



SECTION 2, PLOT 49 - E.E.B. (FOOTSTONE)

SCALE: 1/4" = 1'-0"



VIEW FROM SOUTHEAST



SOUTH ELEVATION



**SOUTH ELEVATION**

— REMOVE AND REBUILD STONE WALL I.A.W. DETAIL 1/L38. BACK MORTAR ALL JOINTS AND MORTAR TOP CAP. SEE SPECIFICATIONS FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



VIEW FROM SOUTHEAST

— REMOVE AND REBUILD  
STONE WALL I.A.W. DETAL  
1/L38. BACK MORTAR ALL  
JOINTS AND MORTAR TOP  
CAP. SEE SPECIFICATIONS  
FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



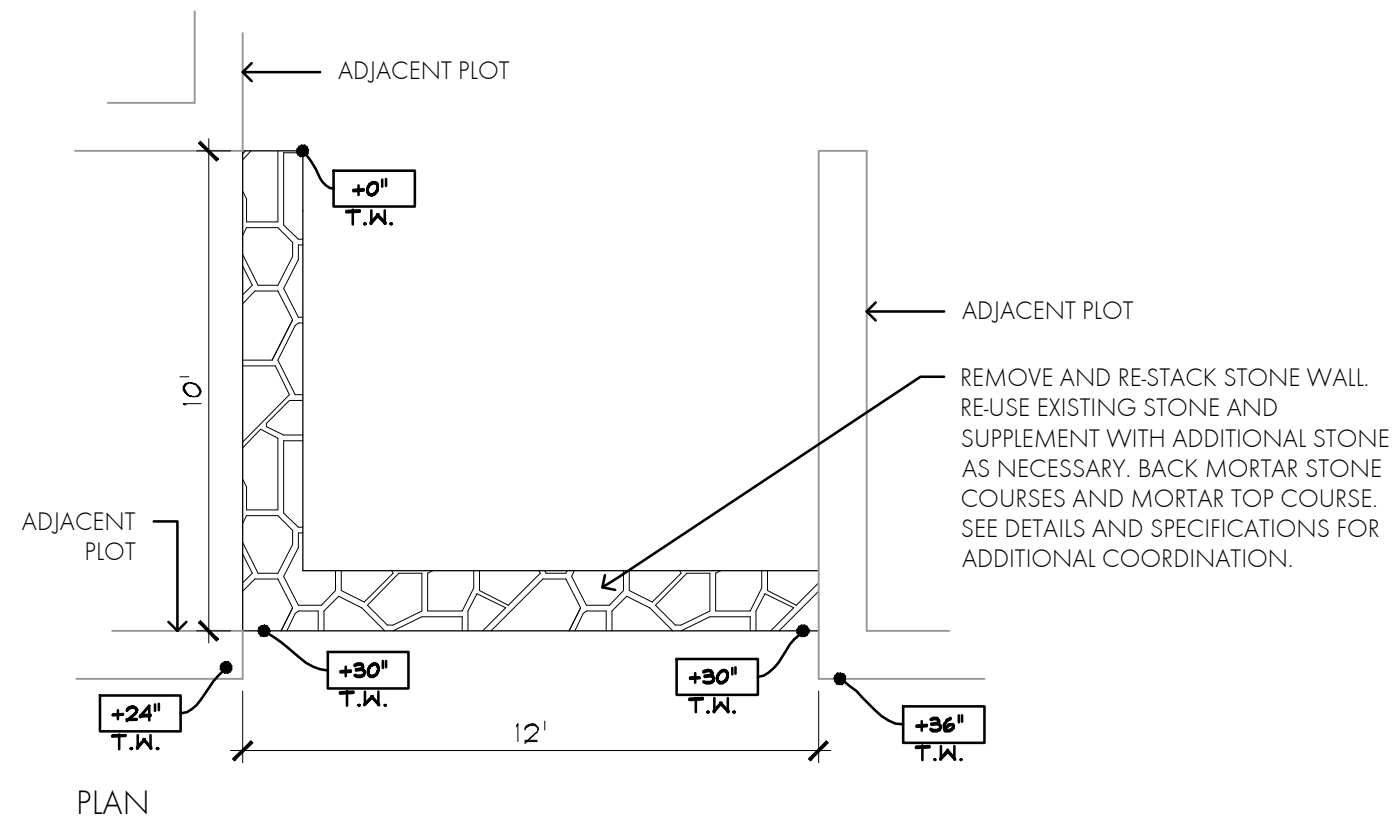
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## PLAN

## SECTION 2, PLOT 57 - ROGERS

SCALE: 1/4" = 1'-0"

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 57  
ROGERS PLOT

SHEET: **L-17** DATE: 4/9/2022





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MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 69  
McCONKEY PLOT

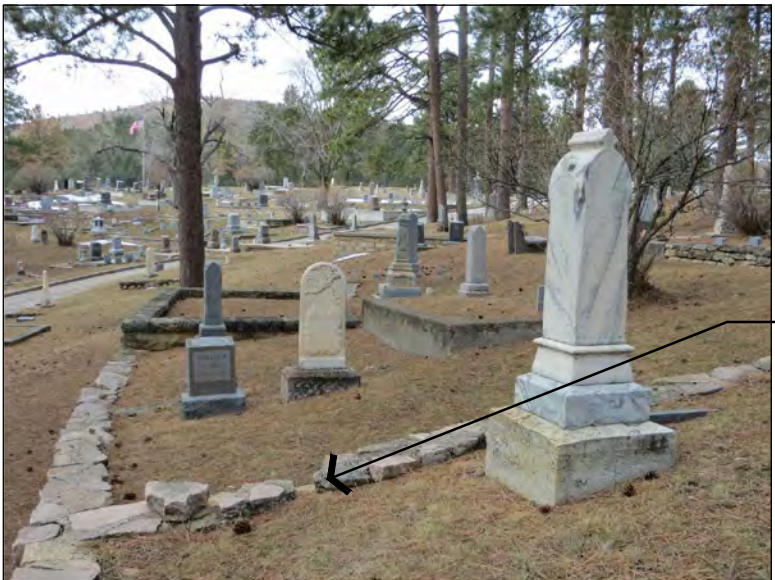
SHEET: **L-18**



WEST ELEVATION

RESTACK FALLEN  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

RESET AND REPOINT TOP  
COURSE OF STONE WITH  
SMOOTH, FLUSH MORTAR  
JOINT. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



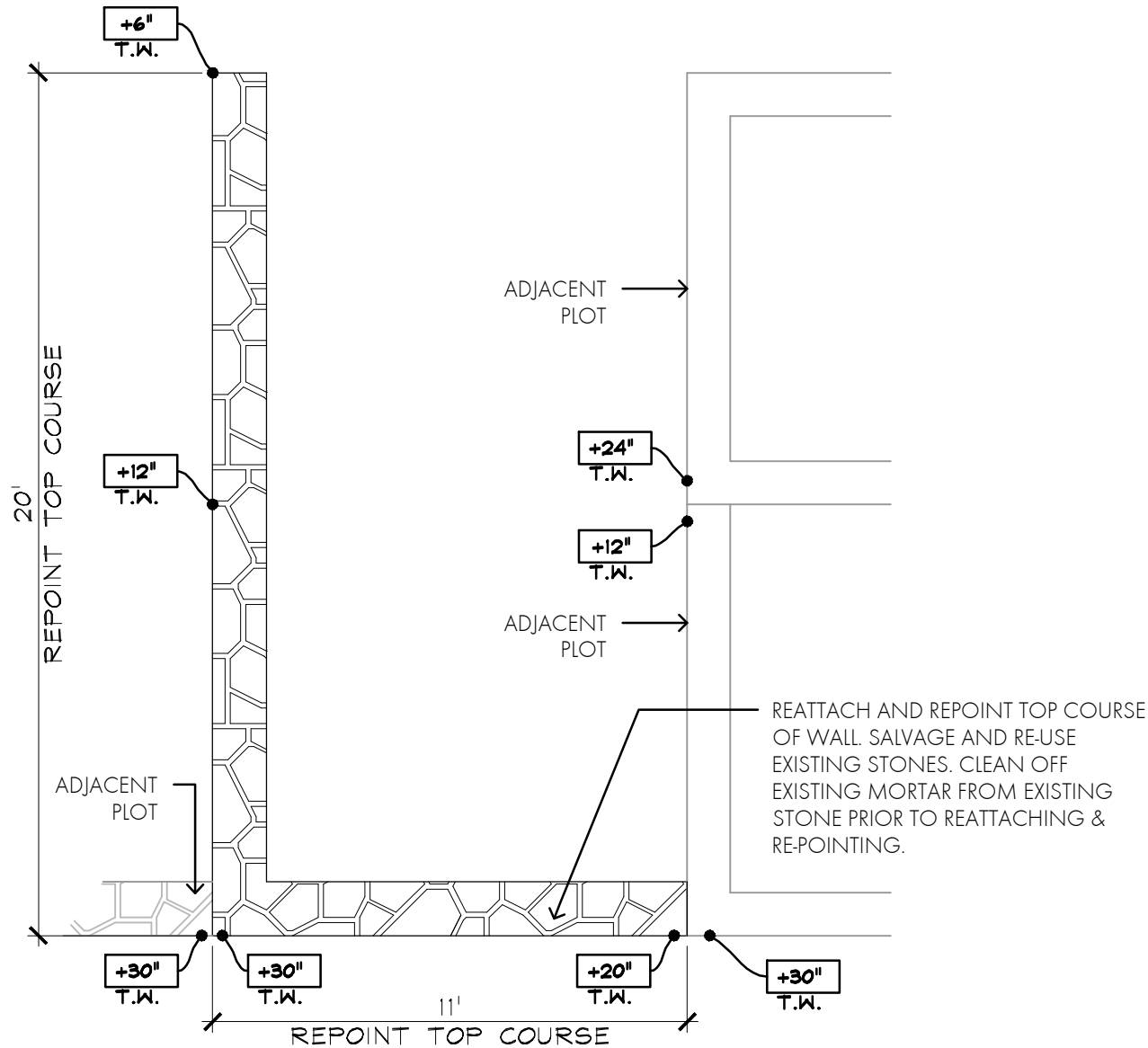
VIEW TOWARD WEST WALL FROM EAST

RESET AND REPOINT TOP  
COURSE OF STONE WITH  
SMOOTH, FLUSH MORTAR  
JOINT. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



SOUTH ELEVATION

RESET AND REPOINT TOP  
COURSE OF STONE WITH  
SMOOTH, FLUSH MORTAR  
JOINT. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



PLAN

SECTION 2, PLOT 68/69 - WINN & McCONKEY

SCALE: 1/4" = 1'-0"





SOUTH ELEVATION

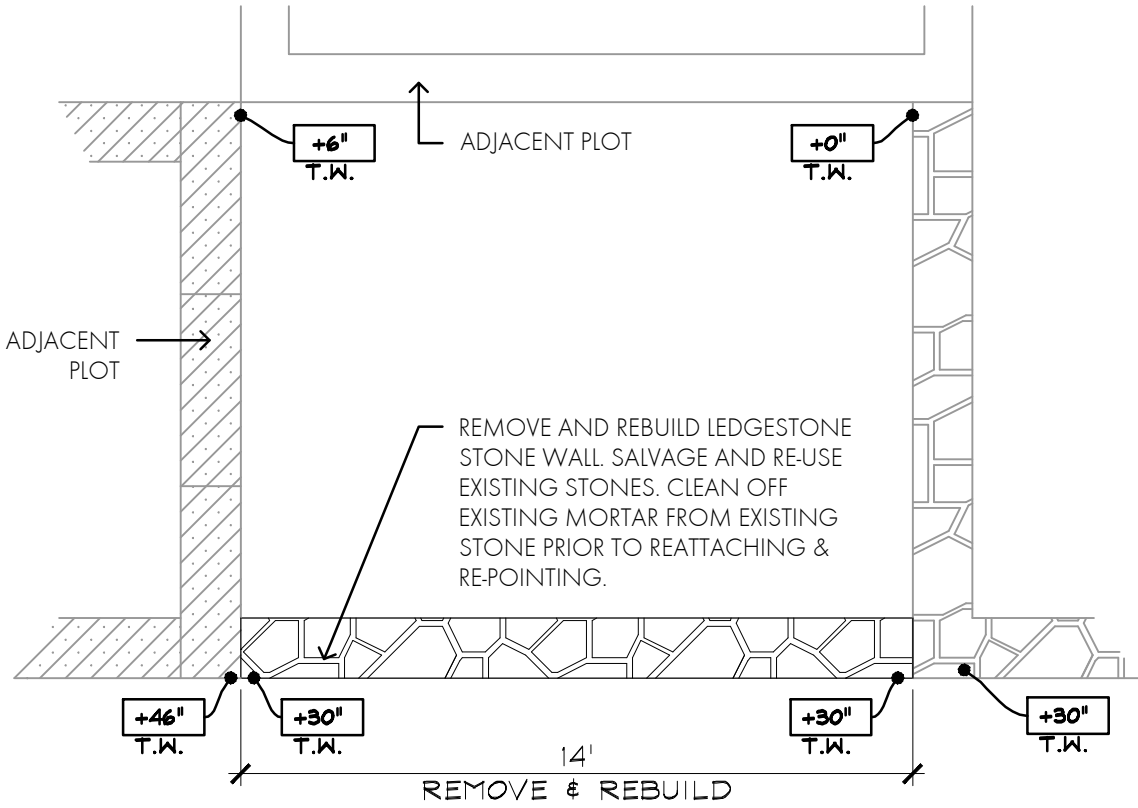
PROTECT EXISTING MONUMENT FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES

RESTACK FALLEN SEGMENT OF WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



VIEW FROM EAST

RESTACK FALLEN SEGMENT OF WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



PLAN

SECTION 2, PLOT 75 - SCHUMBERT

SCALE: 1/4" = 1'-0"



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MT. MORIAH CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 75  
SCHUMBERT PLOT

L-19





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MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 81  
UNMARKED

SHEET: L-20



RESTACK FALLEN  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

END OF WALL DETAILED VIEW

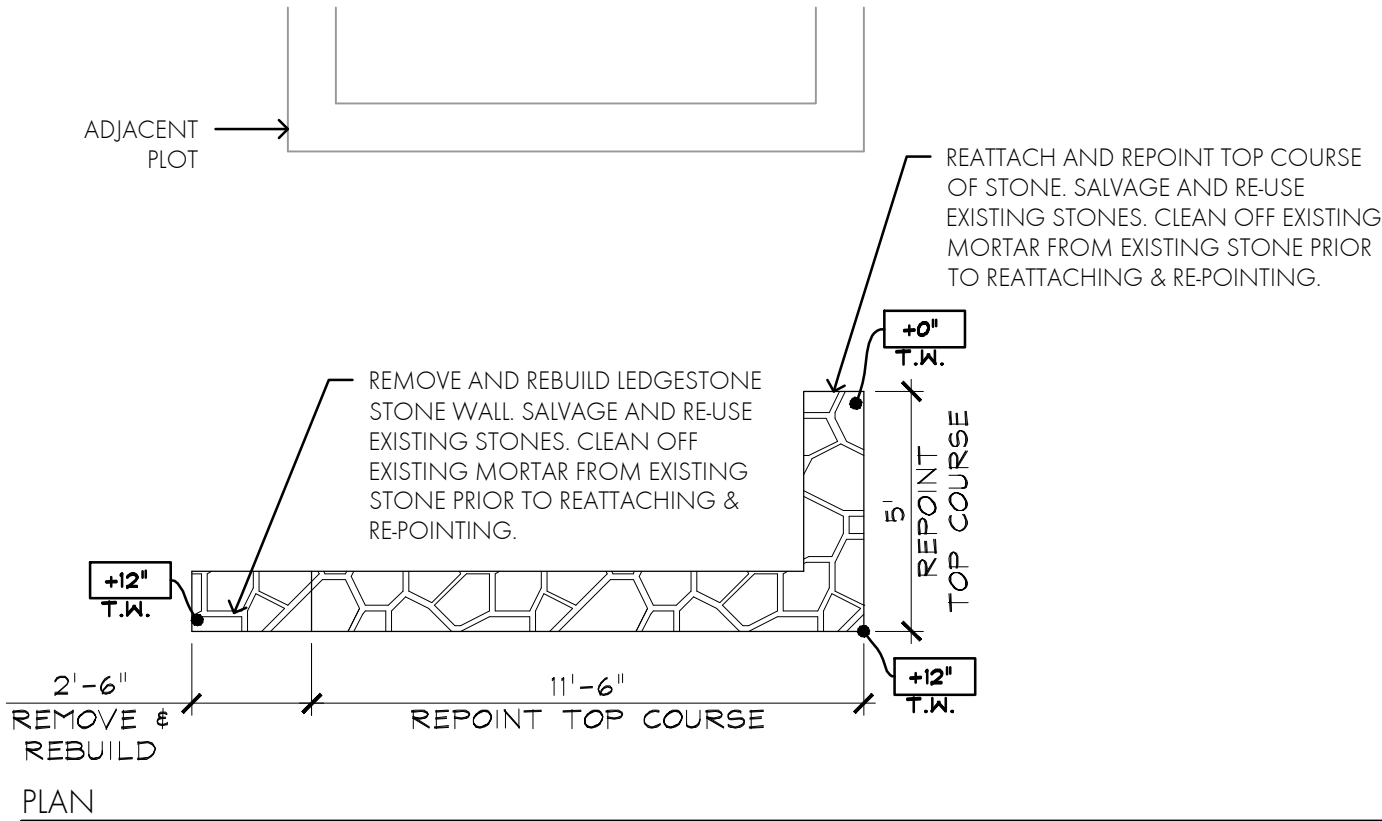


RESET AND REPOINT TOP  
COURSE OF STONE WITH  
SMOOTH, FLUSH MORTAR  
JOINT. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

VIEW FROM SOUTHEAST



VIEW FROM SOUTHWEST



SECTION 2, PLOT 81 - UNMARKED

SCALE: 1/4" = 1'-0"





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# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 2 PLOT 151  
CLARK PLOT

**SHEET:**  
**L-21**

**SHEET:**

INIT DATE: 4 10 2022



— PROTECT MONUMENT  
TO REMAIN FROM  
DAMAGE DUE TO  
CONSTRUCTION  
ACTIVITIES.

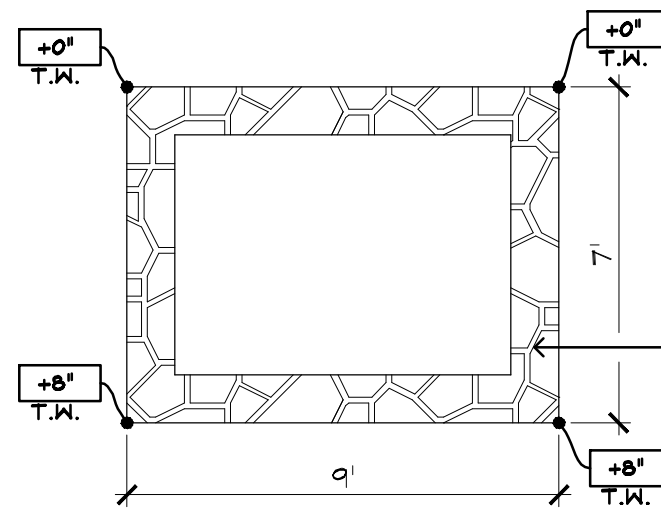
— REMOVE AND REBUILD STONE WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.

LEFT ELEVATION



UNCOVER BURIED  
PORTIONS OF WALL,  
SLOPE EDGES OF SOIL  
BACK AWAY FROM  
GRAVE AND RESEED.

FRONT ELEVATION



- REMOVE AND REBUILD LEDGESTONE STONE WALL. SALVAGE AND RE-USE EXISTING STONES. CLEAN OFF EXISTING MORTAR FROM EXISTING STONE PRIOR TO REATTACHING & RE-POINTING.

## PLAN

SECTION 2, PLOT 151 - CLARK

SCALE: 1/4" = 1'-0"



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— REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC2 PLOT 152  
FERRELL PLOT

**L-22**

SHEET:

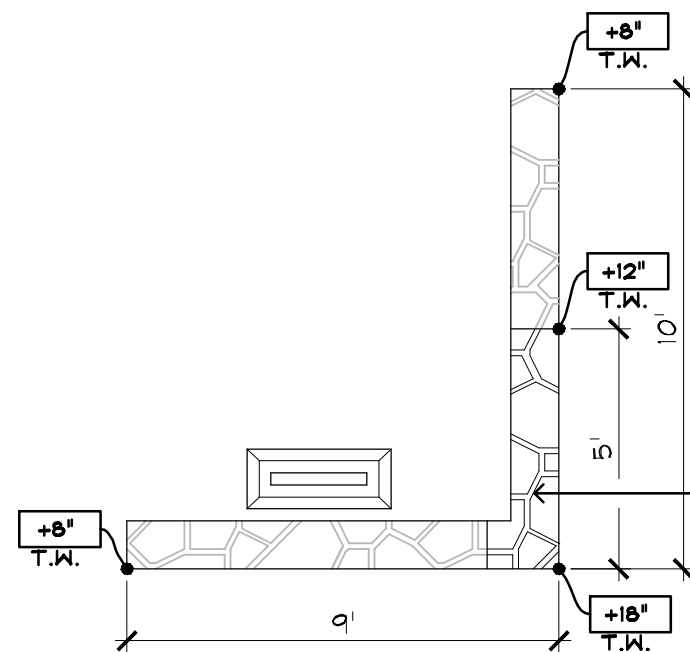
INIT DATE: 1102022



RIGHT ELEVATION



FRONT ELEVATION



- REMOVE AND REBUILD LEDGESTONE STONE WALL. SALVAGE AND RE-USE EXISTING STONES. CLEAN OFF EXISTING MORTAR FROM EXISTING STONE PRIOR TO REATTACHING & RE-POINTING.

## PLAN

## SECTION 2, PLOT 152 - FARRELL

SCALE: 1/4" = 1'-0"





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<b>PROJECT CONTACT:</b>	MIKE BENDER
<b>PROJECT NUMBER:</b>	2020-018

**MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS**

DEADWOOD, SD

SEC 3 PLOT 11  
UNMARKED

SHEET: **L-23**

**SHEET:**

INIT DATE: 4 10 2022



— RESTACK FALLEN STONE  
WALL. BACK MORTAR  
JOINTS AND MORTAR  
TOP COURSE WITH  
SMOOTH, FLUSH JOINTS.  
SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

**SOUTH ELEVATION**



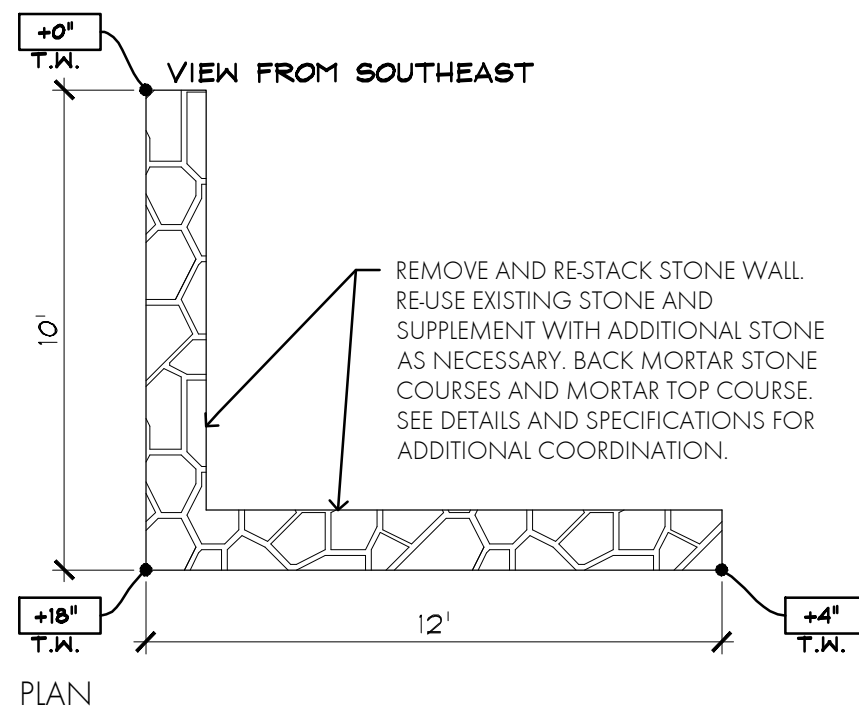
— RESTACK FALLEN STONE WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.

— PROTECT EXISTING  
CORNER POST FROM  
DAMAGE DUE TO  
CONSTRUCTION  
ACTIVITIES.

WEST ELEVATION



VIEW FROM SOUTHEAST



SECTION 3, PLOT 11 - UNMARKED

SCALE: 1/4" = 1'-0"



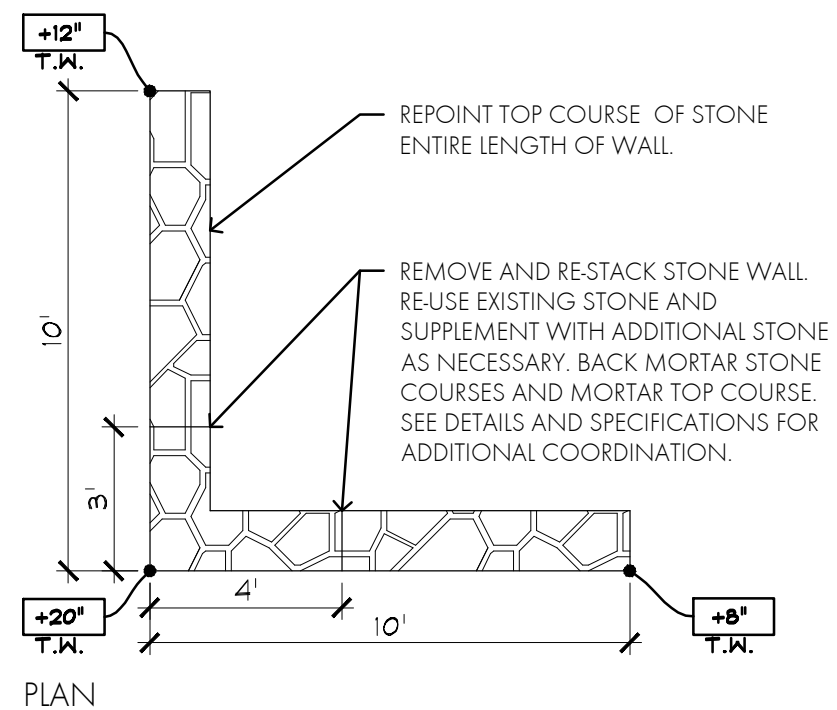
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PROJECT NUMBER: 2020-018



## PLAN

SECTION 3, PLOT 18 - UNMARKED

SCALE: 1/4" = 1'-0"



**SOUTH ELEVATION**

— REMOVE AND REBUILD STONE WALL. BACK MORTAR JOINTS AND MORTAR TOP CAP STONES. SEE SPEC'S FOR COORDINATION AND ADDITIONAL REQUIREMENTS.

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 3 PLOT 18  
UNMARKED

SHEET: **L-24** DATE: 4/9/2022





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RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 3 PLOT 32  
UNMARKED

SHEET: **L-25**



WEST ELEVATION

REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



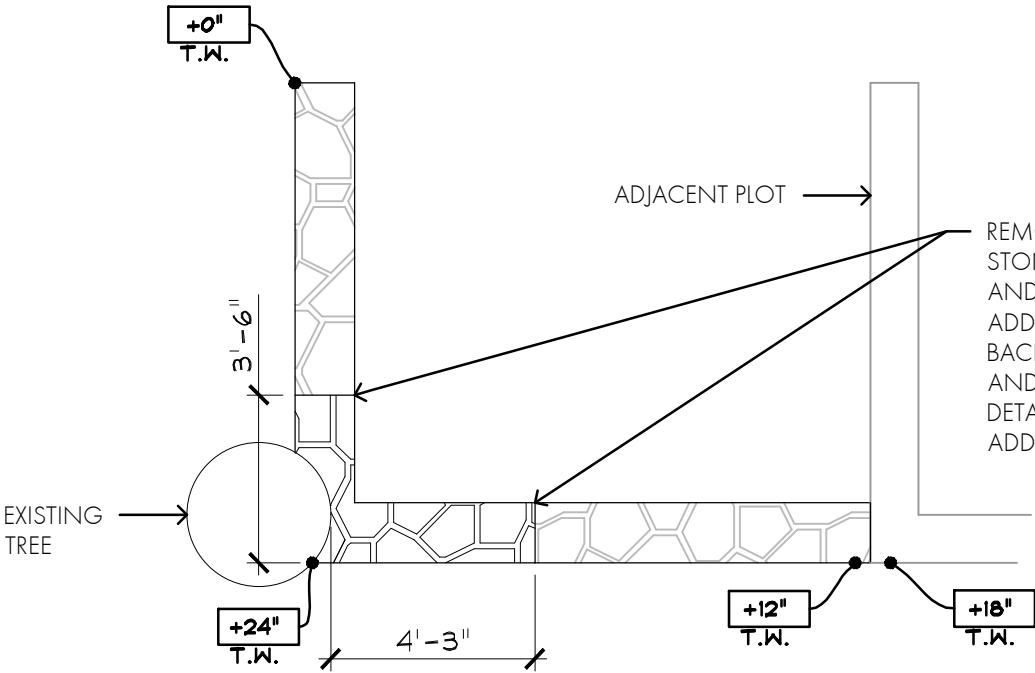
VIEW FROM EAST



SOUTH ELEVATION

REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

REMOVE AND RE-STACK DISPLACED  
STONE. RE-USE EXISTING STONE  
AND SUPPLEMENT WITH  
ADDITIONAL STONE AS NECESSARY.  
BACK MORTAR STONE COURSES  
AND MORTAR TOP COURSE. SEE  
DETAILS AND SPECIFICATIONS FOR  
ADDITIONAL COORDINATION.



PLAN

SECTION 3, PLOT 32 - UNMARKED

SCALE: 1/4" = 1'-0"





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MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

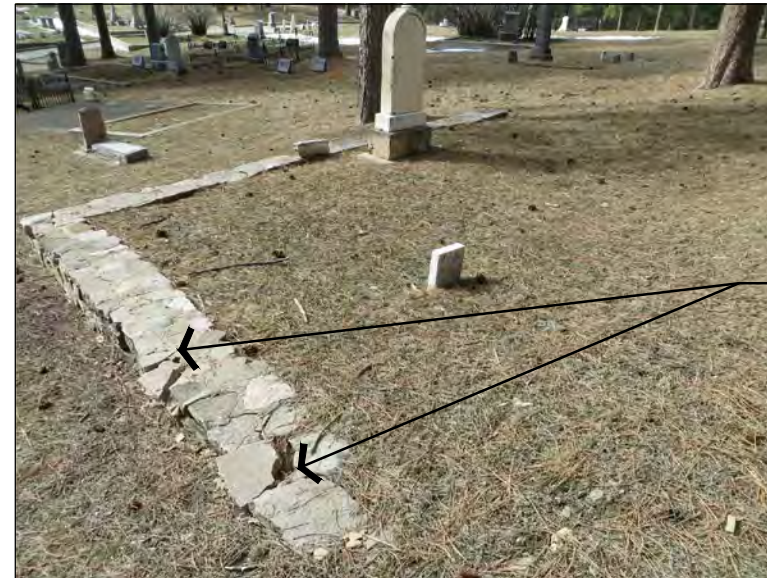
DEADWOOD, SD

SEC 3 PLOT 39  
MUNDY PLOT

**SHEET:**

# L-26

106



VIEW FROM SOUTHEAST

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



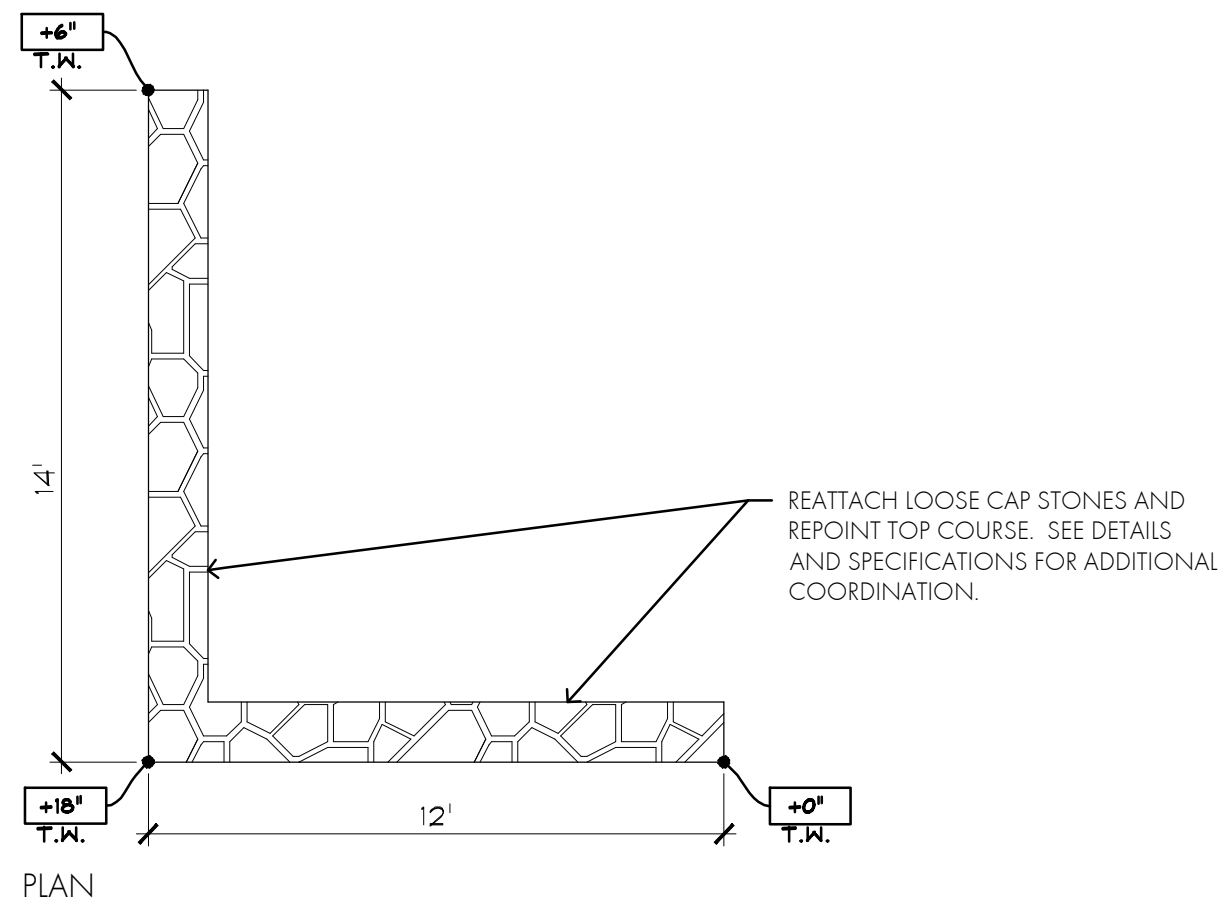
WEST ELEVATION

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



**SOUTH ELEVATION**

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



### SECTION 3, PLOT 38 - MUNDY/MICKLIN

SCALE: 1/4" = 1'-0"





**SOUTH ELEVATION**

RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SUPPLEMENT WITH ADDITIONAL STONE, AS NEEDED. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



WEST ELEVATION

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SUPPLEMENT WITH ADDITIONAL STONE, AS NEEDED. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



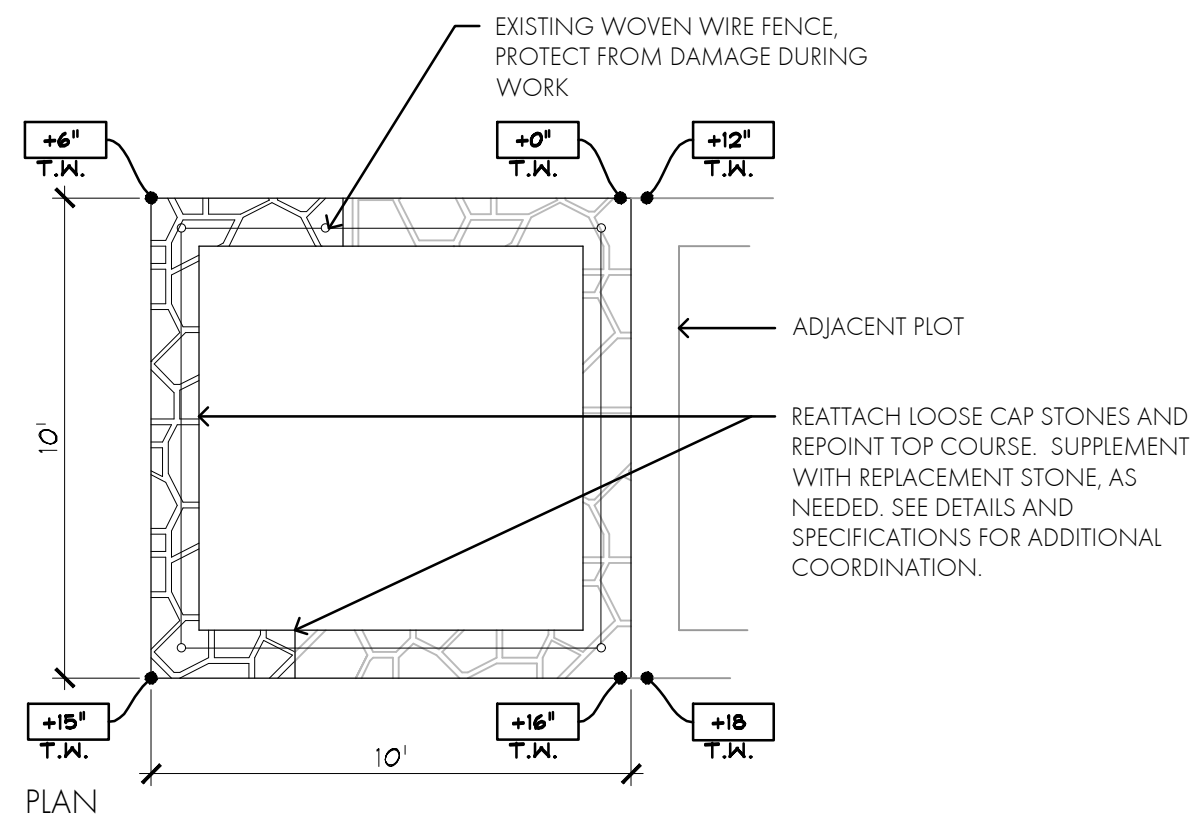
VIEW FROM NORTHWEST

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SUPPLEMENT WITH ADDITIONAL STONE, AS NEEDED. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



NORTH ELEVATION

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SUPPLEMENT WITH ADDITIONAL STONE, AS NEEDED. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



## PLAN

### SECTION 3, PLOT 79 - UREN

SCALE: 1/4" = 1'-0"

[illegible]

RELEASE DATE:	04-20-2022
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**MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS**

DEADWOOD, SD

SEC 3 PLOT 79  
UREN PLOT

SHEET: **L-27**





WEST ELEVATION

RESET AND REPOINT  
FAILED JOINES  
ALONG TOP COURSE  
OF STONE WITH  
SMOOTH, FLUSH  
MORTAR JOINT. SEE  
SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



SOUTH ELEVATION

RESET AND REPOINT  
FAILED JOINES  
ALONG TOP COURSE  
OF STONE WITH  
SMOOTH, FLUSH  
MORTAR JOINT. SEE  
SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

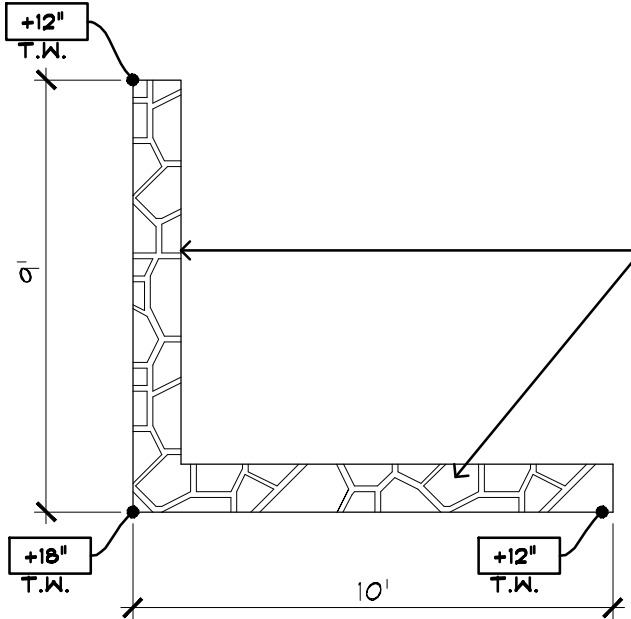


VIEW FROM EAST



VIEW FROM NORTH

RESET AND REPOINT  
FAILED JOINES  
ALONG TOP COURSE  
OF STONE WITH  
SMOOTH, FLUSH  
MORTAR JOINT. SEE  
SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



PLAN

REPOINT FAILED MORTAR JOINTS  
ON TOP COURSE. SEE DETAILS  
AND SPECIFICATIONS FOR  
ADDITIONAL COORDINATION.

SECTION 3, PLOT 82 - ROGERS

SCALE: 1/4" = 1'-0"



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CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

SEC 3 PLOT 82  
ROGERS PLOT

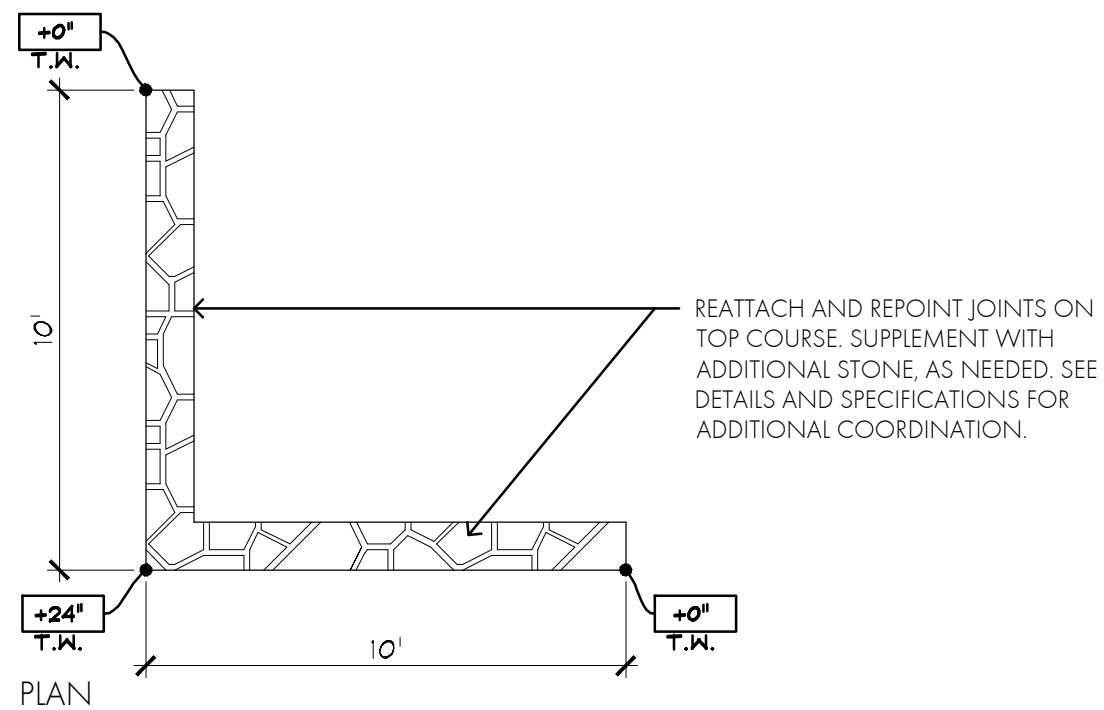
SHEET: **L-28**

ALT NO. 5





RESET AND REPOINT —  
TOP COURSE OF STONE  
WITH SMOOTH, FLUSH  
MORTAR JOINT. SEE  
SPEC'S FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.



REATTACH AND REPOINT JOINTS ON TOP COURSE. SUPPLEMENT WITH ADDITIONAL STONE, AS NEEDED. SEE DETAILS AND SPECIFICATIONS FOR ADDITIONAL COORDINATION.

### SECTION 3, PLOT 108 - BROWN/GLEW

SCALE: 1/4" = 1'-0"



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PROJECT NUMBER: 2020-018

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD  
SEC 3 PLOT 108  
BROWN & GLEW

SHEET: **L-29** DATE: 4/9/2022

ALT NO. 6





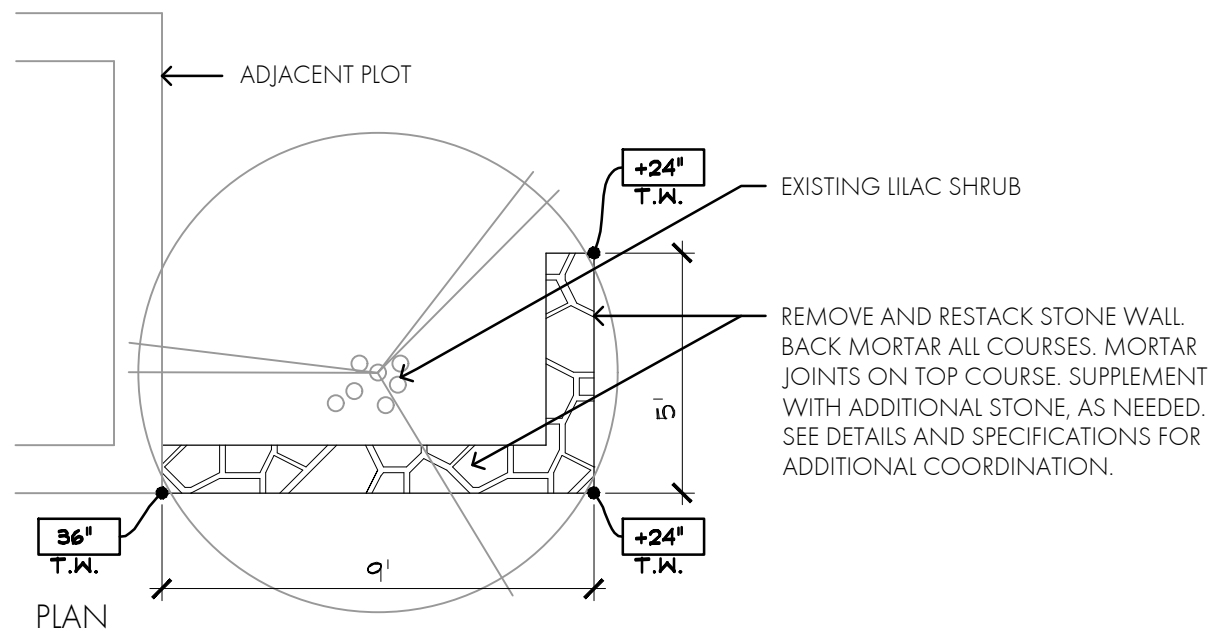
— REMOVE AND REBUILD STONE WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.

**SOUTH ELEVATION**



— REMOVE AND REBUILD STONE WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.

EAST ELEVATION



SECTION 3, PLOT 112 - UNMARKED

SCALE: 1/4" = 1'-0"



REMOVE AND REBUILD  
STONE WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S  
FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

VIEW FROM SOUTHEAST



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PROJECT NUMBER:	2020-018
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**MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS**

DEADWOOD, SD

SEC 3 PLOT 112  
UNMARKED

**SHEET:** **L-30**





VIEW FROM NORTH

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



**LABEL**



VIEW FROM EAST

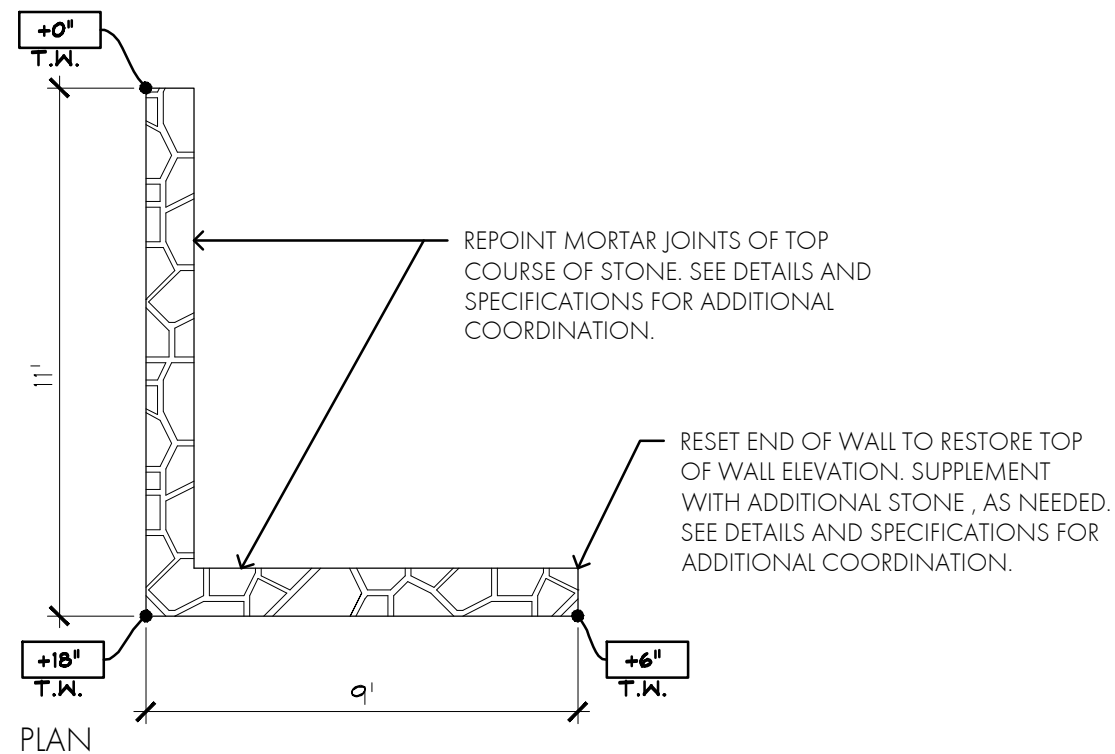
RESET FALLEN END OF WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.



SOUTH ELEVATION

— RESET FALLEN END OF WALL. BACK MORTAR JOINTS AND MORTAR TOP COURSE WITH SMOOTH, FLUSH JOINTS. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.

# ALT NO. 7



### SECTION 3, PLOT 152 - FISH

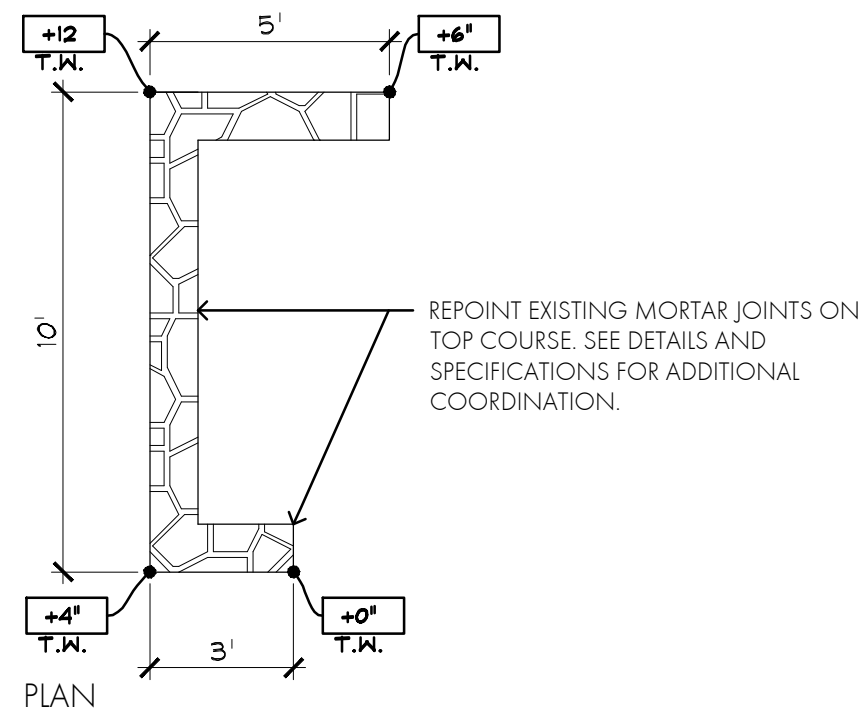
SCALE: 1/4" = 1'-0"





REPOINT FAILED JOINTS ALONG  
TOP COURSE OF STONE. SEE  
SPEC'S FOR COORDINATION AND  
ADDITIONAL REQUIREMENTS.,

WEST ELEVATION



- REPOINT EXISTING MORTAR JOINTS ON TOP COURSE. SEE DETAILS AND SPECIFICATIONS FOR ADDITIONAL COORDINATION.

## PLAN

### SECTION 3, PLOT 155 - LINDENBOWER

SCALE: 1/4" = 1'-0"

ALT NO. 8



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# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 3 PLOT 155  
LINDENBOWER

**L-32**



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PROJECT NUMBER: 2020-018

RESET AND REPOINT  
TOP COURSE OF STONE  
WITH SMOOTH, FLUSH  
MORTAR JOINT. SEE  
SPEC'S FOR ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

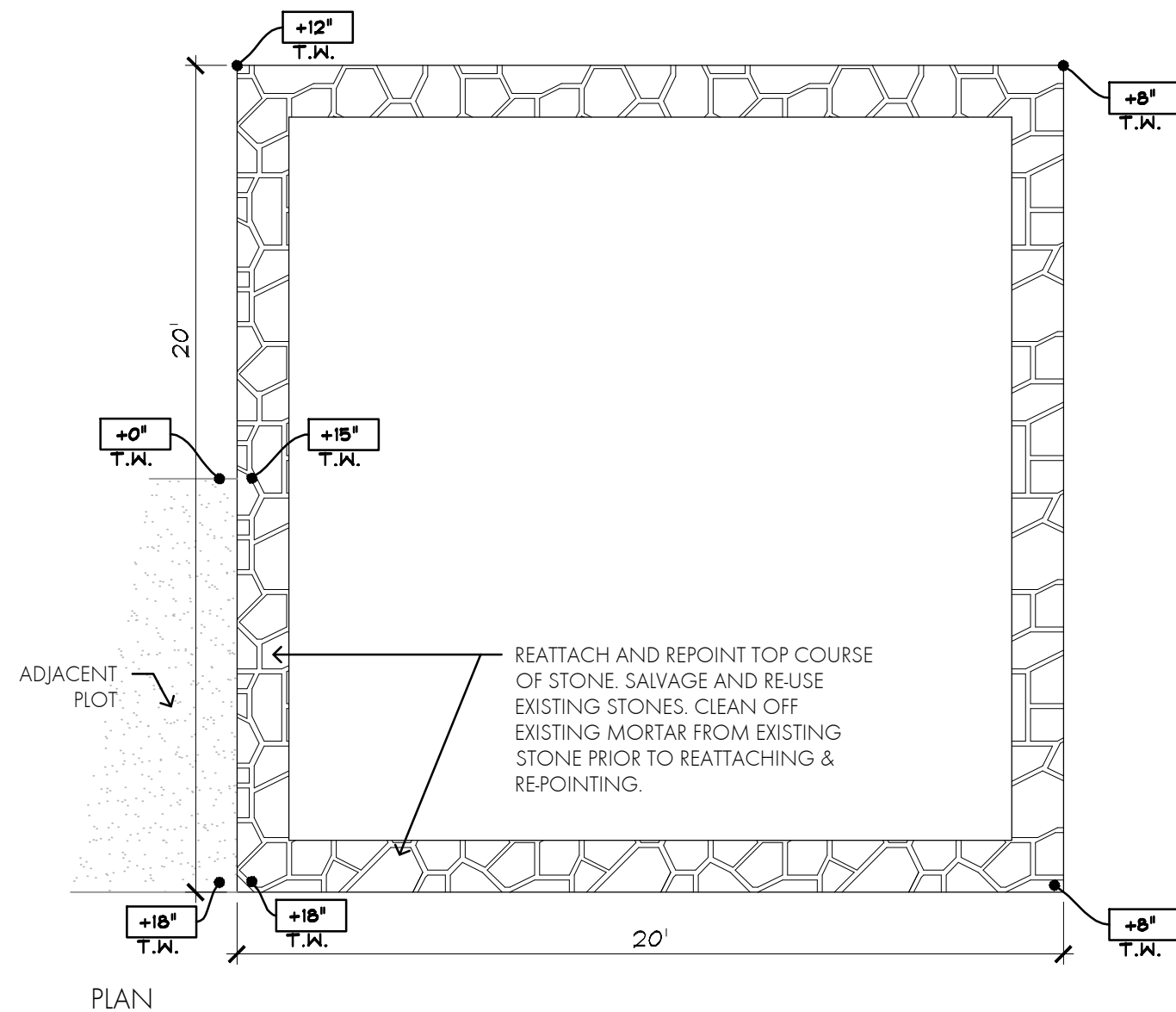
DEADWOOD, SD

SEC 4 PLOT 3  
DELRAY PLOT

**SHEET:**  
**L-33**

SHEET:

13



### SECTION 4, PLOT 3 - DELARAY

SCALE: 1/4" = 1'-0"



WEST ELEVATION



**SOUTH ELEVATION**

— RESET AND REPOINT TOP COURSE OF STONE WITH SMOOTH, FLUSH MORTAR JOINT. SEE SPEC'S FOR ADDITIONAL COORDINATION AND REQUIREMENTS.





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— REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

—PROTECT EXISTING  
MONUMENT TO REMAIN.



**SOUTH ELEVATION**



**SOUTH ELEVATION**

— REMOVE AND REBUILD  
SEGMENT OF WALL. BACK  
MORTAR JOINTS AND  
MORTAR TOP COURSE  
WITH SMOOTH, FLUSH  
JOINTS. SEE SPEC'S FOR  
ADDITIONAL  
COORDINATION AND  
REQUIREMENTS.

# MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

SEC 4 PLOT 221  
JOHNSON PLOT

**SHEET:**  
**L-34**

SHEET:

4

UNIT DATE: 10/20/22

Figure 1 shows a schematic diagram of a rectangular specimen. The specimen is a rectangle with a central white rectangular region. The surrounding area is filled with a pattern of interconnected lines, resembling a honeycomb or cellular structure. Four corner labels indicate boundary conditions: top-left is "8" T.W.", top-right is "+0" T.W.", bottom-left is "+18" T.W.", and bottom-right is "+8" T.W.". Dimension lines indicate a width of 8" and a height of 10".

- REMOVE AND REBUILD LEDGESTONE STONE WALL. SALVAGE AND RE-USE EXISTING STONES. CLEAN OFF EXISTING MORTAR FROM EXISTING STONE PRIOR TO REATTACHING & RE-POINTING.

## PLAN

SECTION 4, PLOT 221 - JOHNSON

SCALE: 1/4" = 1'-0"



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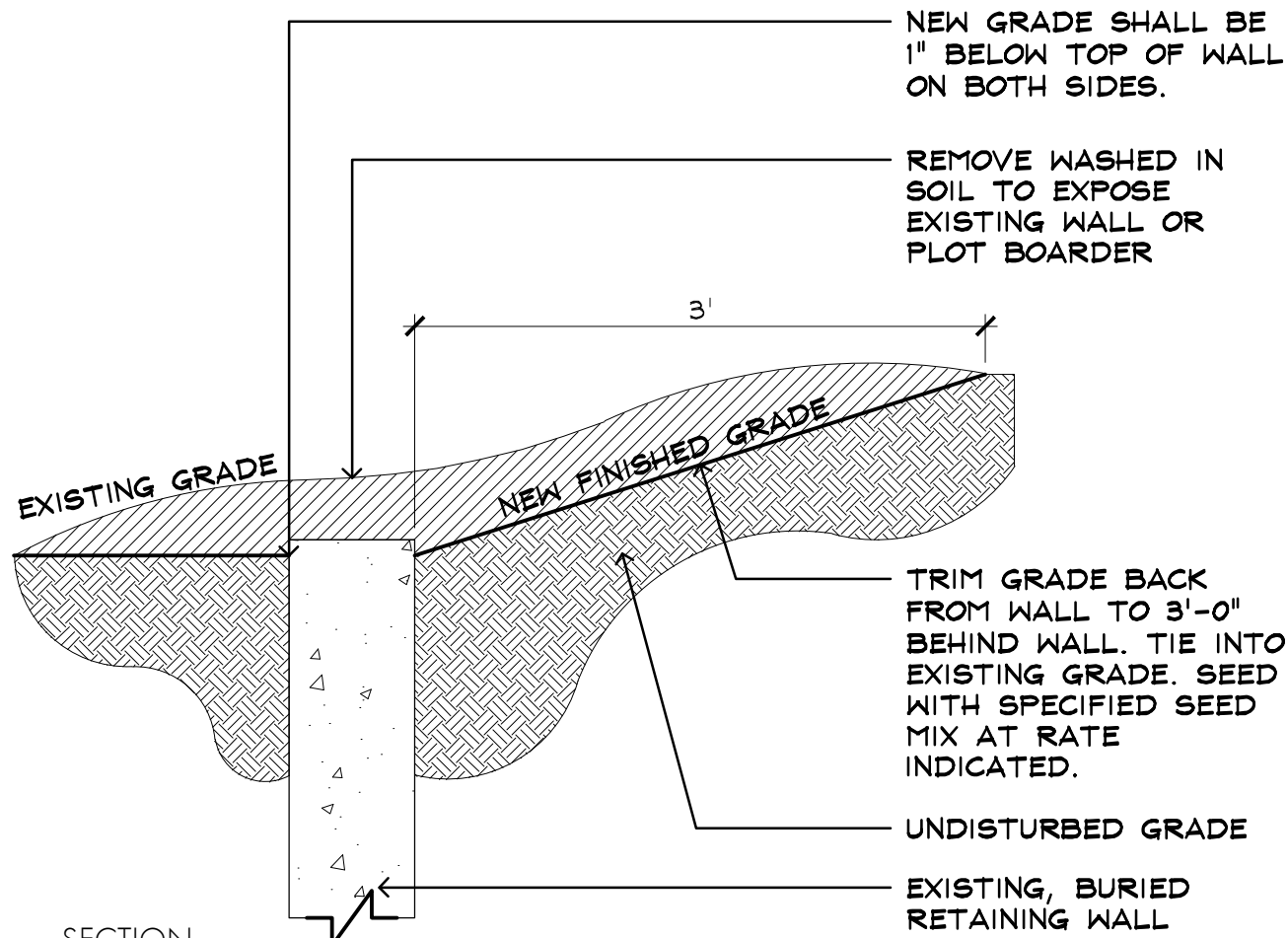
PROJECT NUMBER: 2020-018

MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

DETAILS 1

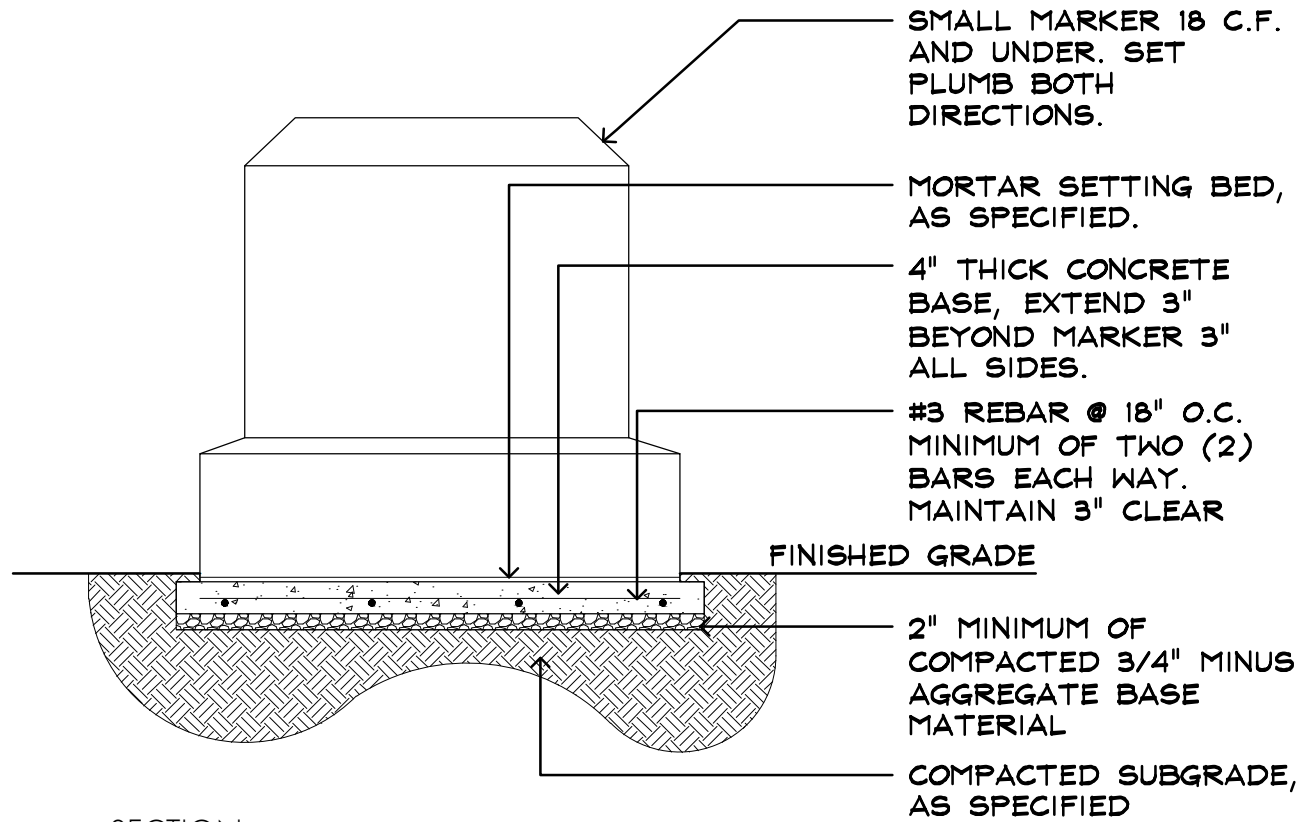
SHEET: **L-35**



SECTION

UNCOVERING OF BURIED WALL

SCALE: 1"=1'



SECTION

CONCRETE: SMALL MARKER SETTING

SCALE: 1/2"=1'



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2022 IMPROVEMENTS

DEADWOOD, SD

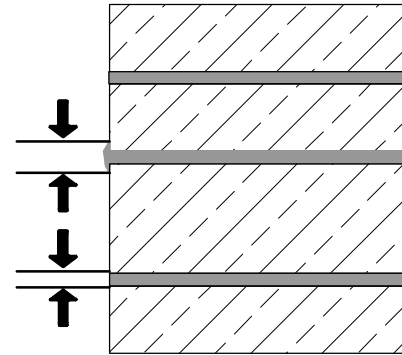
DETAILS 2

SHEET:

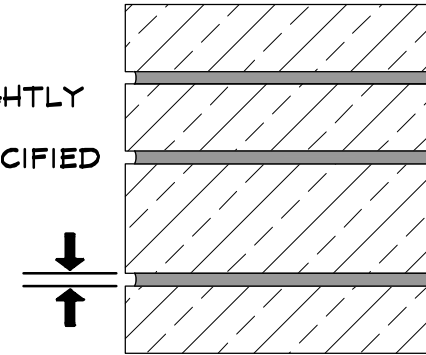
L-36

**INCORRECT**  
JOINTS FILLED TOO  
FULL.

WIDE FEATHER EDGE  
SUSCEPTIBLE TO  
SPALLING. AVOID  
PLACING MORTAR  
ON FACE OF STONE

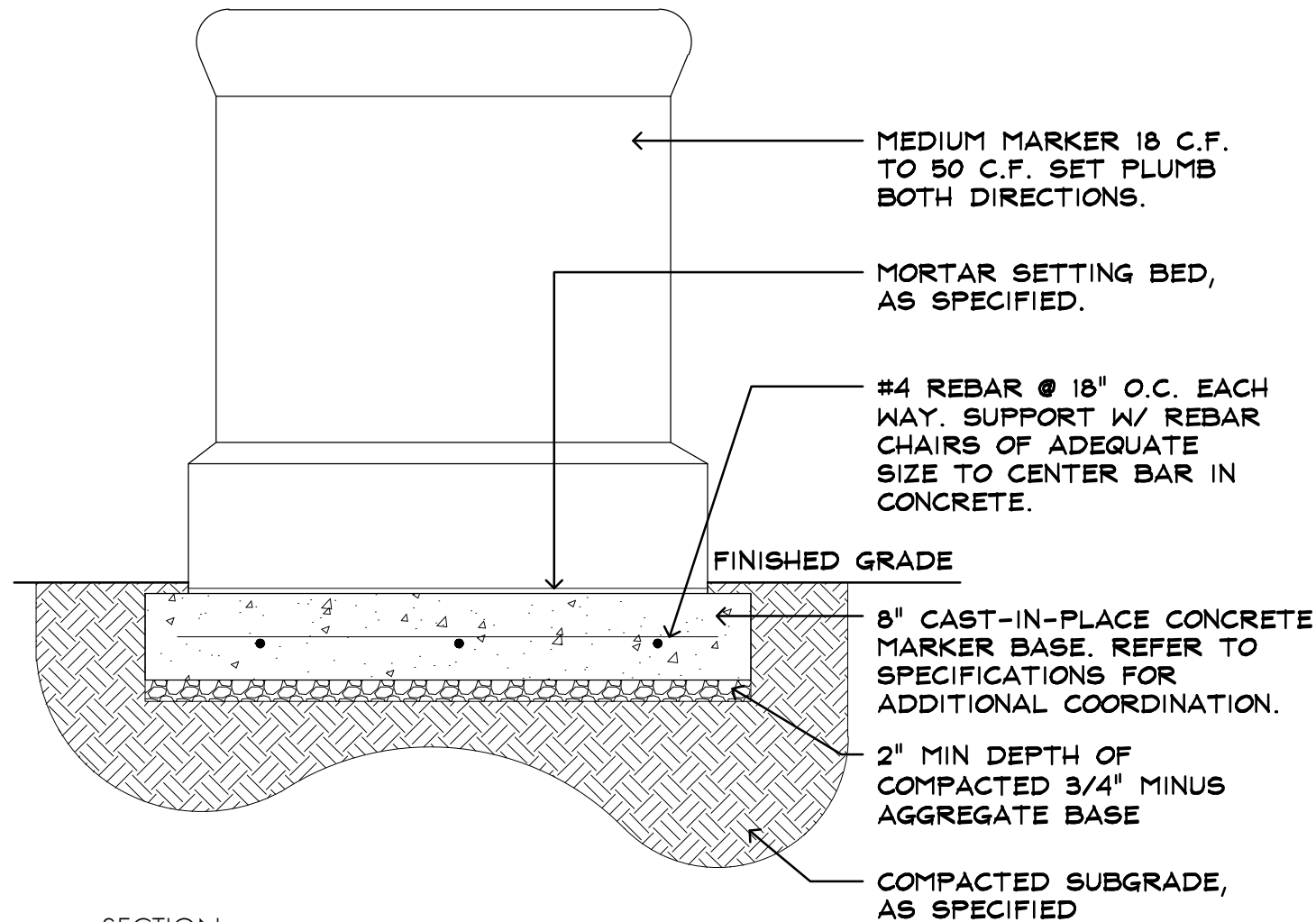


**CORRECT**  
JOINTS SLIGHTLY  
RECESSED,  
UNLESS SPECIFIED  
OTHERWISE.



## 2 REPOINTING MORTAR JOINTS

SCALE: 1"=1'



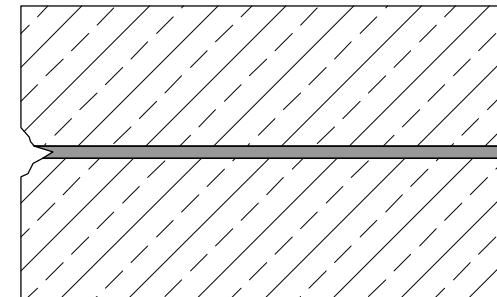
SECTION

CONCRETE: MEDIUM MARKER SETTING

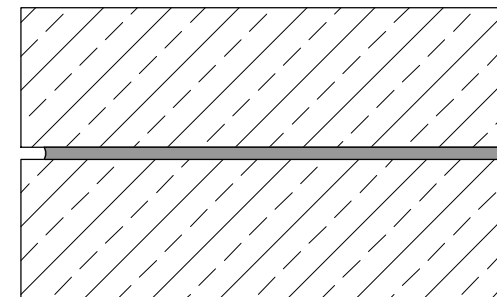
SCALE: 3/4"=1'

**INCORRECT**  
MORTAR NOT CLEANED  
OUT TO SUFFICIENT  
UNIFORM DEPTH.

EDGES OF BRICK/STONE  
DAMAGED BY TOOL OR  
GRINDER, CREATES  
WIDER JOINT. HAND  
TOOLS SHOULD BE USED  
ONLY UNLESS  
PERFORMED BY A  
SKILLED MASON.



**CORRECT**  
MORTAR CLEANED  
OUT TO A UNIFORM DEPTH OF  
ABOUT 1" OR TO STABLE  
MORTAR WHICHEVER IS  
DEEPER.



ENSURE EDGES OF  
STONE ARE UNDAMAGED  
BY MORTAR REMOVAL  
OPERATIONS.

## 3 MORTAR JOINT PREPARATION FOR REPOINTING

SCALE: 1"=1'



## SUBDRAIN DETAIL NOTES FOR STONE AND MORTAR WALLS

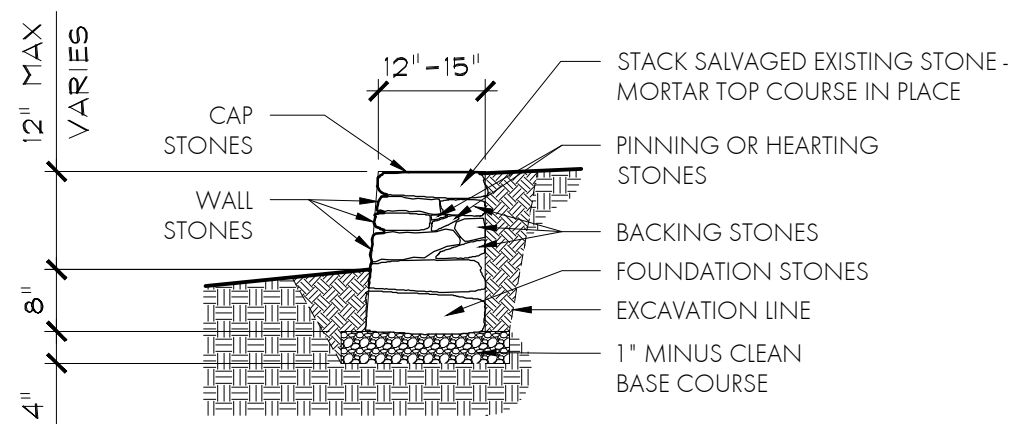
1. DRAIN TILE SHALL RUN FULL LENGTH OF NEW WALL SECTION. LATERALS SHALL EXTEND FROM THE 4" DRAIN TILE TO THE FACE OF THE WALL AT A MAXIMUM OF 8-FOOT INTERVALS, AND SHALL BE 2" DIA. SCH. 80 (GRAY) PVC PIPE. LATERAL DRAIN PIPE SHALL BE NEATLY TRIMMED AT THE FACE OF THE WALL. VERTICAL LOCATION OF ALL LATERAL DRAIN PIPES SHALL BE 4-INCHES ABOVE FINISHED GRADE. DRAIN TILE SHALL BE CORRUGATED HDPE PIPE (SLOTTED) COMPLYING WITH ASTM-405.
2. DRAIN TILE SHALL BE LAID AT NO LESS THAN 2% GRADE IN ALL CASES. LATERALS BETWEEN THE 4" DRAIN TILE AND THE FACE OF THE WALL SHALL BE SLOPED DOWN AT 2% TO FACE OF WALL.
3. SIX (6) INCHES OF  $\frac{3}{4}$ "-1" CLEAN DRAIN ROCK SHALL BE INSTALLED AGAINST THE BACK FACE OF THE NEW WALL. DRAIN ROCK SHALL EXTEND FROM THE DRAIN TILE UP TO WITHIN 12-INCHES OF THE TOP OF THE WALL.
4. THE DRAIN TILE AND SURROUNDING DRAIN ROCK SHALL BE WRAPPED IN DRAINAGE FABRIC. DRAINAGE FABRIC SHALL BE MIRAFI 180N OR OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.

### SUBDRAIN DETAIL NOTES FOR LOOSE-STACKED STONE WALLS

1. FOR LOOSE-STACKED STONE WALL, PLACE DRAINAGE FABRIC (MIRIFI 180N) DIRECTLY AGAINST THE BACK OF THE STONE WALL.
2. TO AVOID DAMAGE TO THE MATERIAL DURING BACKFILLING, FILL ALL HOLES BETWEEN STONES (EXPOSED ON THE BACK FACE OF WALL) WITH SMALLER STONES AND DRAIN ROCK. TO CREATE A BACK WALL FACE THAT IS AS EVEN AND SMOOTH AS POSSIBLE. THEN PLACE THE DRAINAGE FABRIC AGAINST THE BACK OF WALL AND BACKFILL.
3. PLACE DRAINAGE FABRIC FROM THE BASE OF THE STONE TO 6" INCHES BELOW THE TOP OF THE WALL.

NOTES:

1. SEE LAYOUT PLAN FOR LOCATION & NOTES.
2. SEE SPECIFICATION 044300 FOR ADDITIONAL COORDINATION.
3. ALL STONE TO MATCH CHARACTER AND TYPE. SIZES/SHAPES TO VARY AS REQUIRED.
4. LAY STONE TO PROVIDE 1:12 BATTER ON FACE OF WALL, TYPICAL.



1 STACKED STONE WALL - UP TO 12" HEIGHT

SCALE: 1/2" = 1'

## EXCAVATION

1. THE BOTTOM OF THE EXCAVATION SHALL BE SCARIFIED TO A DEPTH OF 6-INCHES AND COMPACTED TO AT LEAST 92% OF MAXIMUM DRY DENSITY AT A MOISTURE CONTENT WITHIN 3% OF OPTIMUM.
2. THE EXCAVATED SOILS MAY BE REUSED AS BACKFILL PROVIDED ALL ORGANIC MATTER, DEBRIS AND STONES OVER 6 INCHES IN ANY DIMENSION ARE REMOVED.
3. ANY UNSUITABLE SOIL CONDITIONS ENCOUNTERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. ANY SUCH UNSUITABLE MATERIALS SHALL NOT BE USED AS BACKFILL.

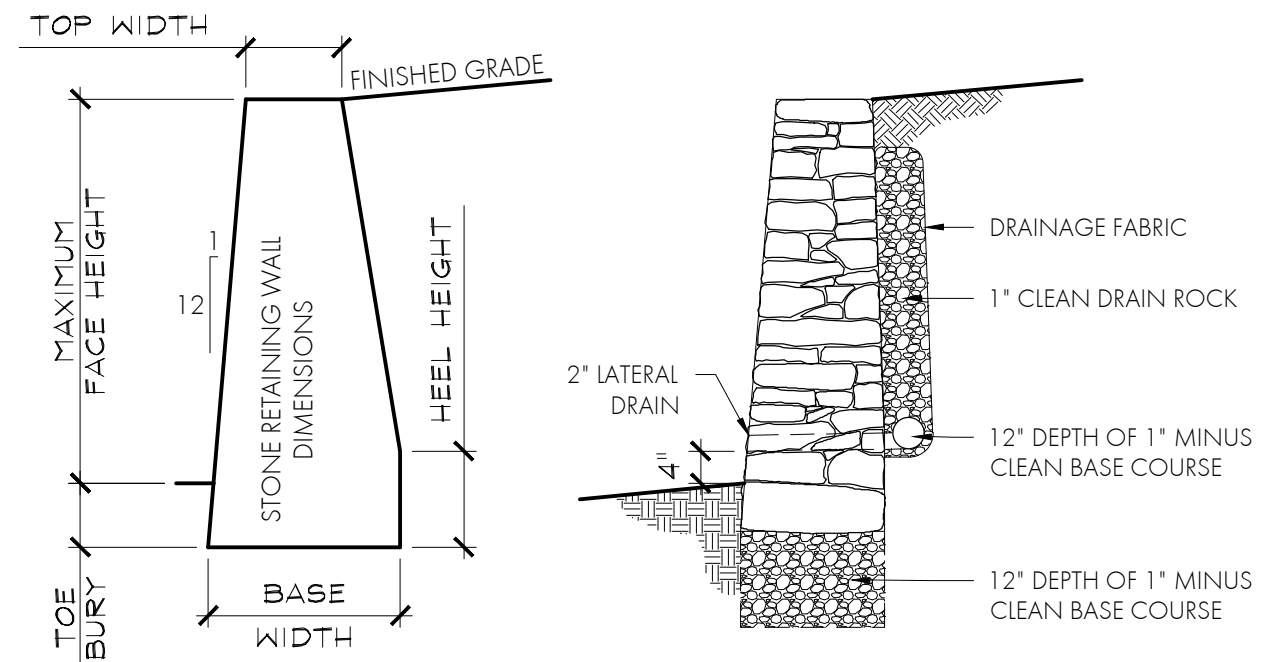
## CONSTRUCTION METHOD & MATERIALS

1. STONE AND MORTAR WALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ACCEPTED PRACTICES FOR STONE AND MORTAR CONSTRUCTION.
2. THE CONTRACTOR SHALL FURNISH ALL ADDITIONAL STONE NEEDED FOR CONSTRUCTION OF THE WALL. STONE MATERIAL SHALL BE FROM A SOURCE THAT THE CONTRACTOR SHALL HAVE APPROVED BY THE LANDSCAPE ARCHITECT. STONE FOR THE FACE OF THE WALL SHALL BE CONSISTENT IN SIZE, SHAPE AND TYPE WITH THE EXISTING STONE USED IN THE ORIGINAL WALL.

### FINISHED APPEARANCE

1. THE RETAINING WALL SHALL BE CONSTRUCTED WITH COURSING AND PATTERN AS SHOWN AND SPECIFIED IN THESE PLANS, REPLICATING THE DESIGN AND COURSING OF THE ORIGINAL WALL. THE CONTRACTOR SHALL ATTEMPT TO REPLICATE THE COMPOSITION AND COLOR OF THE ORIGINAL MORTAR, IF IT IS A MORTARED WALL. PORTLAND CEMENT MORTAR SHALL NOT BE USED. MORTAR MIX SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW.

DIMENSION I.D.	REQUIRED DIMENSIONS		
MAX FACE HT.	2'-0"	3'-0"	4'-0"
TOP WIDTH	1'-0"	1'-0"	1'-0"
BASE WIDTH	1'-0"	1'-3"	1'-6"
HEEL HT.	1'-0"	1'-0"	1'-0"
TOE BURY	0'-6"	0'-6"	0'-6"



2 STONE RETAINING WALL - 4'-0" MAXIMUM FACE HEIGHT

SCALE: 1/2" = 1'



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PROJECT CONTACT:	MIKE BENDER
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PROJECT NUMBER:	2020-018
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## MT. MORIAH CEMETERY - 2022 IMPROVEMENTS

DEADWOOD, SD

### DETAILS 3

**L-37**

GENERAL CONSTRUCTION NOTES

- 1. ALL COVER REQUIREMENTS FOR REBAR SHALL BE 3" UNLESS NOTED OTHERWISE.
- 2. ALL REINFORCEMENT SHALL BE BENT COLD.
- 3. THE BOTTOM OF THE EXCAVATION SHOULD BE SCARIFIED TO A DEPTH OF 12 INCHES AND COMPACTED TO AT LEAST 92% OF MAXIMUM DRY DENSITY AT MOISTURE CONTENT TO WITHIN 3% OF OPTIMUM.
- 4. THE EXCAVATED SOILS CAN BE REUSED AS BACKFILL PROVIDED ALL ORGANIC MATTER, DEBRIS AND STONES LARGER THAN 6 INCHES ARE REMOVED.

MATERIALS

CONCRETE STRENGTH 3,000 PSI  
REINFORCING STEEL GRADE 60 REBAR DEFORMED

DRAIN SYSTEM

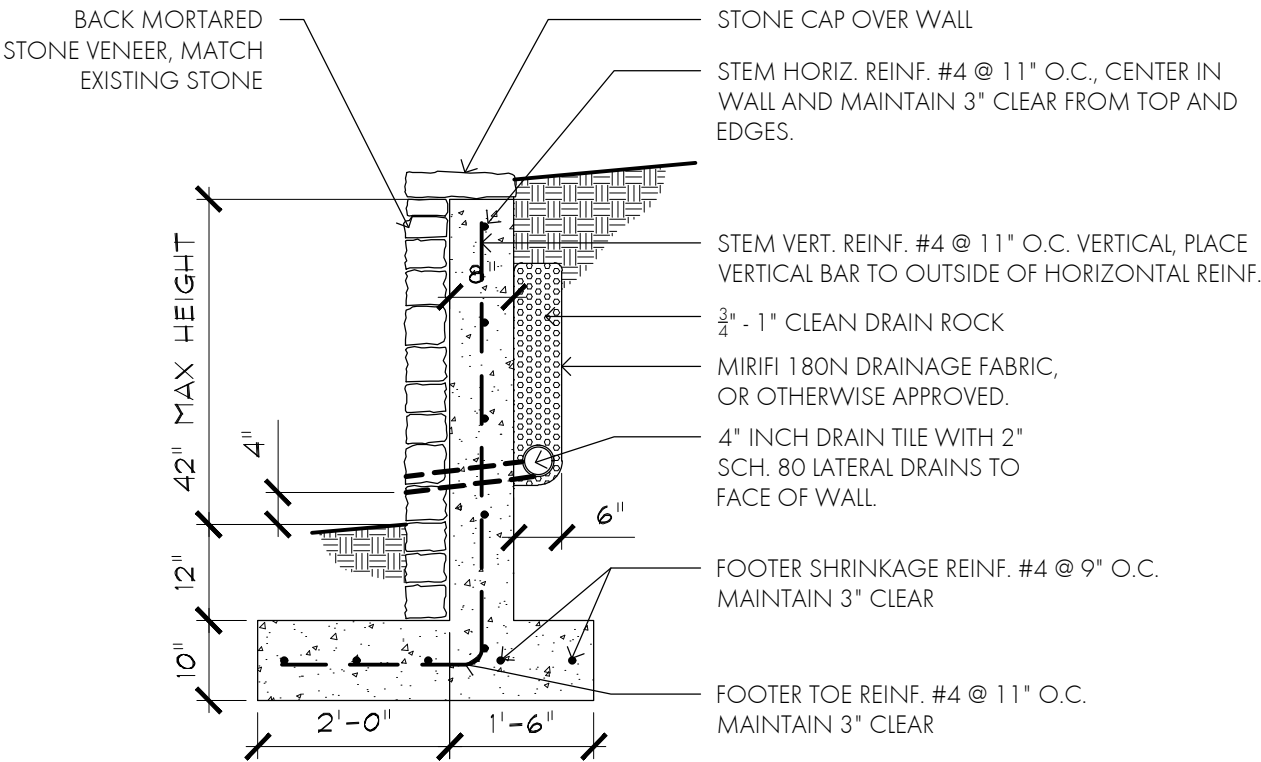
- 1. 4" DRAIN TILE SHALL RUN FULL LENGTH OF WALL. 2-INCH DIA. SOLID SCH. 80 PVC LATERALS SHALL EXTEND FROM DRAIN TILE TO FACE STONE VENEER. CONTRACTOR SHALL NEATLY TRIM PVC LATERALS FLUSH WITH STONE VENEER. BOTTOM OF LATERALS SHALL BE PLACED AT 4" ABOVE FINISHED GRADE.
- 2. MINIMUM SLOPE OF ALL DRAIN COMPONENTS SHALL BE 2%.
- 3. CLEAN ROCK DRAIN POCKET SHALL BE PLACED BEHIND THE NEW WALL AT WIDTH OF 6-INCHES . DRAIN POCKET SHALL BE 3/4" - 1" CLEAN DRAIN ROCK AND WRAPPED IN DRAINAGE FABRIC. EXTEND DRAIN POCKET TO WITHIN 12-INCHES OF FINISHED GRADE.
- 4. DRAINAGE FABRIC SHALL MIRIFI 180N OR OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.

STONE FACING NOTES

- 1. STONES FOR FACING SHALL BE SALVAGED FROM EXISTING WALL TO BE REMOVED. CONTRACTOR SHALL PROVIDE ANY SUPPLEMENTAL STONE NEEDED FOR THE CONSTRUCTION OF THE WALL. STONE MATERIAL SHALL BE FROM A SOURCE APPROVED BY THE LANDSCAPE ARCHITECT. STONE FOR THE FACE OF THE WALL SHALL BE CONSISTENT IN SIZE, SHAPE, TYPE AND COLOR WITH THE EXISTING STONE USED IN THE ORIGINAL WALL AND SURROUNDING WALLS.
- 2. THE STONE FACING SHALL BE PLACED WITH MORTAR, AS SPECIFIED. THE STONE SHALL BE BACK MORTARED AND RECESSED FROM THE FACE OF THE STONE SO THAT IT IS NOT VISIBLE AND GIVING THE APPEARANCE OF A DRY LAID STONE WALL.
- 3. MASONRY TIES SHALL BE GALVANIZED CORREGATED , 18 GA. SUCH AS HOLMAN & BARNARD #CWT OR OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.
- 4. MASONRY TIES SHALL BE ATTACHED TO THE CONCRETE STEM WALL WITH "HILTI" GUN OR OTHER POSITIVE CONNECTION. THERE SHALL BE AT LEAST ONE METAL TIE FOR EACH 4.5 SF OF WALL AREA. TIES IN ALTERNATING COURSES SHALL BE STAGGERED WITH THE MAXIMUM VERTICAL DISTANCE BETWEEN TIES NOT TO EXCEED 24-INCHES AND MAXIMUM HORIZONTAL DISTANCE BETWEEN TIES NOT TO EXCEED 36-INCHES.

CURING AND BACKFILLING

- 1. THE VERTICAL WALLS SHALL BE ALLOWED TO CURE UNTIL CONCRETE DESIGN STRENGTH HAS BEEN OBTAINED BEFORE ANY BACKFILL IS PLACED BEHIND THE WALL. CARE SHALL BE TAKEN NOT TO EXERT ANY LATERAL FORCE AGAINST THE WALLS PRIOR TO BACKFILL BEING COMPLETED.
- 2. ANY UNSUITABLE SOILS ENCOUNTERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. UNSUITABLE SOILS SHALL NOT BE USED FOR BACKFILL.



SECTION

CONCRETE WALL WITH STONE VENEER

1

SCALE: 1/2" = 1'



TALLGRASS LANDSCAPE ARCHITECTURE  
413 NORTH 4TH STREET  
CUSTER, SD 57730  
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
605.673.3167  
TALLGRASSLANDSCAPEARCHITECTURE.COM

REVISIONS:  
DATE: BY:


RELEASE DATE: 04-20-2022

PROJECT CONTACT: MIKE BENDER

PROJECT NUMBER: 2020-018

MT. MORIAH  
CEMETERY -  
2022 IMPROVEMENTS

DEADWOOD, SD

DETAILS 4

L-38

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



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

## MEMORANDUM

---

**Date:** June 10, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **23 Centennial Avenue Retaining Wall**

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for construction of a retaining wall at 23 Centennial Avenue.

This office received a bid from one contractor (bid tabulation attached). Based on this bid, this office is requesting the City Commission consider awarding the project to R.C.S. Construction at a cost of \$129,000.00. The property owner has agreed to their share of the wall through the Retaining Wall Program. (Retaining Wall Program worksheet attached)

**Recommend Motion:** *Move to accept quote from R.C.S. Construction for 23 Centennial Avenue retaining wall for the cost of \$129,000.00 with funding from the Deadwood Historic Preservation and allow Mayor to sign a prepared contract when completed.*

<b>BID TAB</b>					
<b>June 2, 2022 2:00 p.m.</b>					
<b>23 Centennial, 8 Jefferson Street, 9 Shine Street</b>					
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>23 Centennial Avenue</b></u>	<u><b>Addenda No. 1</b></u>	<u><b>Addenda No. 2</b></u>
		<b>\$72,000.00</b>			
RCS Construction	X		\$129,000.00	X	
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>8 Jefferson Street</b></u>	<u><b>Addenda No. 1</b></u>	<u><b>Addenda No. 2</b></u>
		<b>\$127,000.00</b>			
RCS Construction	X		\$249,000.00	X	X
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>9 Shine Street</b></u>	<u><b>Addenda No. 1</b></u>	<u><b>Addenda No. 2</b></u>
		<b>\$111,000.00</b>			
RCS Construction	X		\$164,000.00	X	
Staff Present:					
Jessica McKeown					
Bob Nelson Jr.					
Also Present:					
Resident Larry Shama					
Sophia Newman - RCS Construction					



# Deadwood Historic Preservation Commission

## Retaining Wall Program

### Detailed Worksheet of Applicant's Share

Name: Ken OwensAddress: 23 Centennial AvenueDeadwood, SD 57732Retaining Wall Bid\* \$ 129,000.00Assessed Value of Property: \$ 135,370.00Formula for Maximum Applicant's Share<sup>1</sup>:10% of Assessed Value \$ 13,537.00

Plus


10% of Project Cost \$ 12,900.00Subtotal \$ 26,437.0050% of Project Cost \$ 64,500.0050% Formula Test<sup>2</sup> NOMaximum Applicant's Share \$ 26,437.00Program Amount Approved \$ 102,563.00 CityApplicant's Share \$ 26,437.00 OwnerTotal Cost Retaining Wall \$ 129,000.00

\*Retaining Wall Bid is based upon competitive bidding procedures required under South Dakota Codified Law for municipalities.


<sup>1</sup> A standard retaining wall allocation is 10% of the assessed value of the property plus 10% of the project cost of the retaining wall. Engineering fees are paid by the Deadwood Historic Preservation Commission.

\*Due to unforeseen circumstances, necessary change orders may be added to the cost of the wall which may increase the owner's share.

<sup>2</sup> For Retaining Wall projects where 10% of the assessed value plus 10% of the project cost exceed 50% of the project, the program cost will not exceed 50% of the project cost.

  
Deadwood Historic Preservation Officer

06/15/2022  
Date:

  
Signature of Owner

06/16/2022  
Date:

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



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

## MEMORANDUM

---

**Date:** June 10, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **9 Shine Street Retaining Wall**

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for construction of a retaining wall at 9 Shine Street.

This office received a bid from one contractor (bid tabulation attached). The bid for this project came in at \$164,000.00. Because this project adjoins the City Library, 40% (\$65,600.00) of the cost of the wall will be paid out of the City Retaining Wall budget. The remaining 60% (\$98,400.00) will go through the Retaining Wall Program. The property owner has agreed to their share of the wall through the Retaining Wall Program. (Retaining Wall Program worksheet attached)

**Recommend Motion:** *Move to accept quote from R.C.S. Construction for the 9 Shine Street retaining wall for the cost of \$164,000.00 with funding from the Deadwood Historic Preservation and allow Mayor to sign a prepared contract when completed.*

<b>BID TAB</b>					
<b>June 2, 2022 2:00 p.m.</b>					
<b>23 Centennial, 8 Jefferson Street, 9 Shine Street</b>					
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>23 Centennial Avenue</b></u>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$72,000.00</b>			
RCS Construction	X		\$129,000.00	X	
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>8 Jefferson Street</b></u>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$127,000.00</b>			
RCS Construction	X		\$249,000.00	X	X
<u><b>Contractor</b></u>	<u><b>Bid Bond</b></u>	<u><b>Engineers Estimate</b></u>	<u><b>9 Shine Street</b></u>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$111,000.00</b>			
RCS Construction	X		\$164,000.00	X	
Staff Present:					
Jessica McKeown					
Bob Nelson Jr.					
Also Present:					
Resident Larry Shama					
Sophia Newman - RCS Construction					

# Deadwood Historic Preservation Commission

## Retaining Wall Program

Section 7 Item c.

### Detailed Worksheet of Applicant's Share

Name: Cody Emrick

Address: 9 Shine Street

Deadwood, SD 57732

Retaining Wall Bid*	\$ 164,000.00
40% City Wall Portion	\$ (65,600.00)
	\$ 98,400.00

Assessed Value of Property: \$ 158,900.00

Formula for Maximum Applicant's Share<sup>1</sup>:

10% of Assessed Value	\$ 15,890.00
Plus	
10% of Project Cost	\$ 9,840.00
Subtotal	\$ 25,730.00

50% of Project Cost \$ 82,000.00

50% Formula Test<sup>2</sup> NO

Maximum Applicant's Share \$ 25,730.00

Program Amount Approved \$ 138,270.00 City

Applicant's Share \$ 25,730.00 Owner

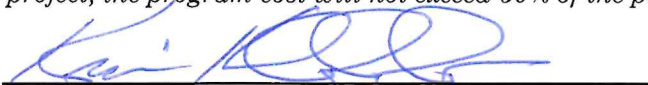
Total Cost Retaining Wall \$ 164,000.00

\*Retaining Wall Bid is based upon competitive bidding procedures required under South Dakota Codified Law for municipalities.

<sup>1</sup> A standard retaining wall allocation is 10% of the assessed value of the property plus 10% of the project cost of the retaining wall. Engineering fees are paid by the Deadwood Historic Preservation Commission.

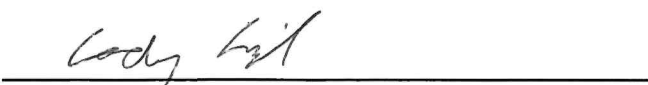
\*Due to unforeseen circumstances, necessary change orders may be added to the cost of the wall which may increase the owner's share.

<sup>2</sup> For Retaining Wall projects where 10% of the assessed value plus 10% of the project cost exceed 50% of the project, the program cost will not exceed 50% of the project cost.



Deadwood Historic Preservation Officer

06/15/2022  
Date:



Signature of Owner

6/15/22  
Date:



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



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

## MEMORANDUM

---

**Date:** June 10, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **8 Jefferson Street Retaining Wall**

---

The Deadwood Historic Preservation Office is requesting permission to reject the bid for construction of a retaining wall at 8 Jefferson Street.

This office received a bid from one contractor (bid tabulation attached). The bid for this project came in at \$249,000.00. Due to the much higher than expected bid for this wall staff is recommending denying the bid for 8 Jefferson Street.

**Recommend Motion:** *Move to reject the bid from RCS Construction for the retaining wall at 8 Jefferson Street in the amount of \$249,000.00 due to the proposed cost of the wall.*

<b>BID TAB</b>					
<b>June 2, 2022 2:00 p.m.</b>					
<b>23 Centennial, 8 Jefferson Street, 9 Shine Street</b>					
<b><u>Contractor</u></b>	<b><u>Bid Bond</u></b>	<b><u>Engineers Estimate</u></b>	<b><u>23 Centennial Avenue</u></b>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$72,000.00</b>			
RCS Construction	X		\$129,000.00	X	
<b><u>Contractor</u></b>	<b><u>Bid Bond</u></b>	<b><u>Engineers Estimate</u></b>	<b><u>8 Jefferson Street</u></b>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$127,000.00</b>			
RCS Construction	X		\$249,000.00	X	X
<b><u>Contractor</u></b>	<b><u>Bid Bond</u></b>	<b><u>Engineers Estimate</u></b>	<b><u>9 Shine Street</u></b>	<b>Addenda No. 1</b>	<b>Addenda No. 2</b>
		<b>\$111,000.00</b>			
RCS Construction	X		\$164,000.00	X	
Staff Present:					
Jessica McKeown					
Bob Nelson Jr.					
Also Present:					
Resident Larry Shama					
Sophia Newman - RCS Construction					

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 20, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Clark & Apex, LLC, Clark & Apex at 612-614 Main Street, Lots 16, 18 of Block 15, Lots I, J and K of Block H, Lots 403A, being a subdivision of Probate Lot 403, City of Deadwood, Lawrence County, South Dakota.

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

Dated this 6th day of June, 2022

CITY OF DEADWOOD

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

Publish: B.H. Pioneer – June 11, 2022

For any public notice that is published one time:

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

**NOTICE OF PUBLIC HEARING  
APPLICATION OF TRANSFER FOR  
RETAIL (ON SALE) LIQUOR LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 20, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Retail (on sale) Liquor License (RL-5995):**

Notice of transfer from Midnight Star LLC, Lot 6 and 7, Block 18, City of Deadwood, to Main Ledge, LLC dba Midnight Star at 677 Main Street.

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

Dated this 6th day of June, 2022

CITY OF DEADWOOD

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

Publish: B.H. Pioneer – June 11, 2022

For any public notice that is published one time:

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



**NOTICE OF PUBLIC HEARING  
FOR DIA DEL TACO  
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 20, 2022, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Sunday, July 10, 2022: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 from noon to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. on Sunday, July 10, 2022.

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

Dated this 6th day of June, 2022.

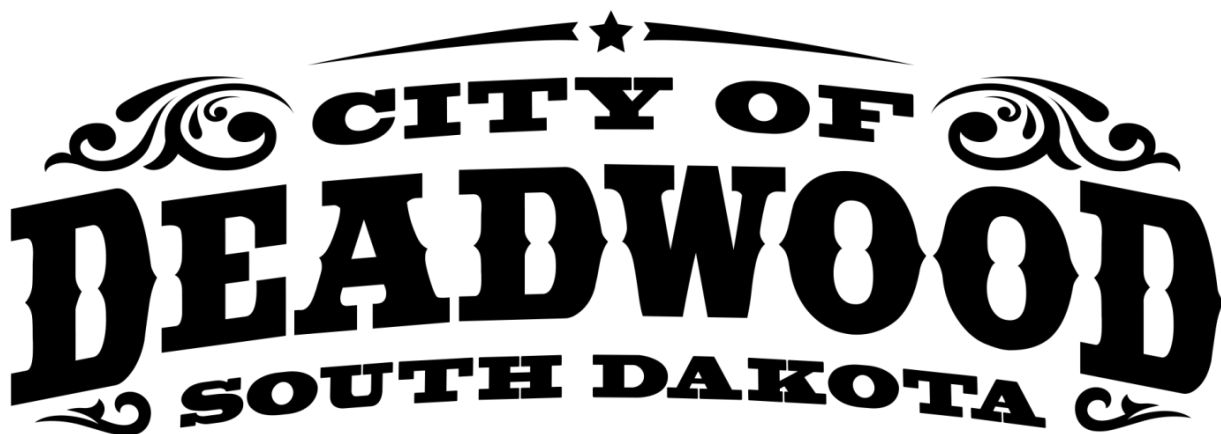
CITY OF DEADWOOD

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

Publish BH Pioneer: June 11, 2022

For any public notice that is published one time:

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



# **City of Deadwood Special Event Permit Application and Facility Use Agreement for**

Dia Del Taco July 10, 2022

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## **Instructions:**

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



Name: Bobby Rock

Address: 703 Main St Deadwood SD 57732

(city) (state) (zip code)

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 415-2946

**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)

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

### FEES / PROCEEDS / REPORTING

- | NO                                  | YES   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Are admission, entry, vendor or participant fees required? If <b>YES</b> , please explain the purpose and provide amount(s).:<br>Ticketed event - guests charged for entry  |

### OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Taco Fest will include:

- Food Trucks and vendor tents
- Mariachi Band
- Pepper eating contest
- Hot Sauce contest
- Taco awards/food voting
- Craft beer sampling
- Merchandise
- Security

Requesting opening container for Zone 3 only - all beer and wine will be served in Event Cups

Deadwood st closure from 8 am until 11 pm



**NOTICE OF PUBLIC HEARING  
STREET CLOSURE, OPEN CONTAINER  
FOR WHAT WOMEN WANT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 20, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Saturday, July 16, 2022: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 – Outlaw Square including Deadwood Street from 11:00 a.m. to 7:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 9:00 a.m. to 9:00 p.m. on Saturday, July 16, 2022.

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

Dated this 6th day of June, 2022.

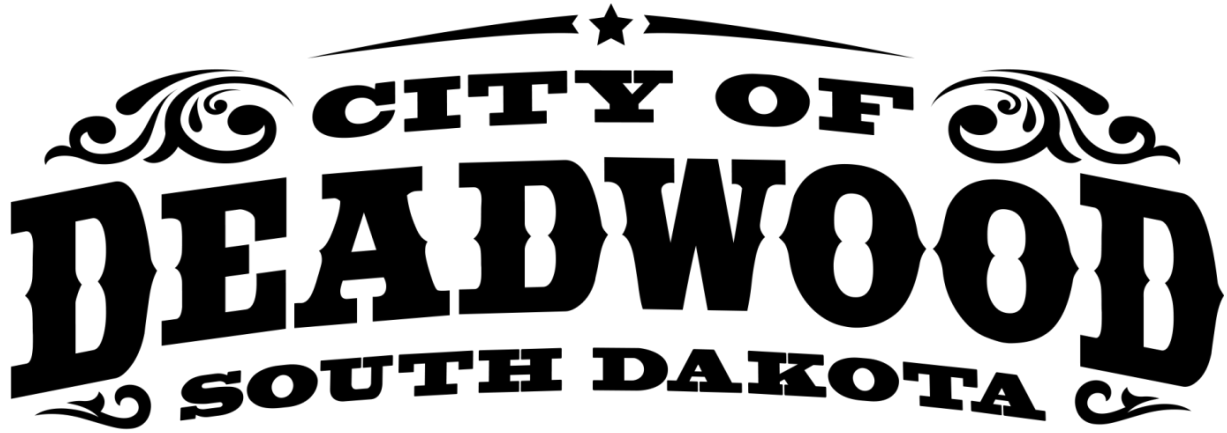
CITY OF DEADWOOD

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

Publish BH Pioneer: June 11, 2022

For any public notice that is published one time:

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



# **City of Deadwood Special Event Permit Application and Facility Use Agreement for**

What Women Want expo - July 16

---

## **Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

☐ Run      ☐ Walk      ☐ Bike Tour      ☐ Bike Race      ☐ Parade      ☐ Concert  
☐ Street Fair      ☐ Triathlon      ☒ Other

Event Title: What Women Want - Expo

Event Date(s): July 16, 2022      Total Anticipated Attendance: 350  
 (month, day, year)      (# of Participants 50      # of Spectators 300)

Actual Event Hours: (from): 11 am AM / PM (to): 7 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: July 16 Start Time: 9 am AM / PM

Please describe the scope of your setup / assembly work (specific details):  
 Vendor Tents set up within Outlaw Square and on Deadwood St.

Dismantle Date: July 16 Completion time: 9 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

Deadwood St closed from 9 am until 9 pm - July 16, 2022

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security maybe required at the discretion of the Event Committee.

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)      ☒ Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605) 717-6848

Address: 703 Main St      Deadwood      SD      57732  
 (city)      (state)      (zip code)

Daytime phone: (605) 717-6848 Evening Phone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name:	Bobby Rock			
Address:	703 Main St	Deadwood	SD	57732
	(city)	(state)	(zip code)	

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162  
**(Note: This person must be in attendance for the duration of the event and immediately available to city officials)**

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

## FEES / PROCEEDS / REPORTING

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

☐ Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):

Vendor fee will be charged for space/tent use including electrical if needed  
\$100

**OVERALL EVENT DESCRIPTION:  
ROUTE MAP / SITE DIAGRAM / SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

This is an Outlaw Square event featuring vendors/bussiness that are women owed and operated.

Stage will be used for Speakers, stage demos and possible songwriters feature throughout the day.

Asking for open container for Zone 3 only from 11 am until 7 pm on July 16 for beer and wine tastings. All served in open container cups.

Deadwood street will be used for Vendor tents

We will have bike gates placed along sidewalk edge of Oultaw Square and security watching entrances to make sure beer and wine stay in the venue



**ORDINANCE NO. 1354**  
**AN ORDINANCE AMENDING TITLE 17 - ZONING**  
**CITY OF DEADWOOD**  
**ZONING MAP**

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Tract A revised, including Tract A, Lot B-2, Lot C of Water Street Right of Way and the remainder of probate Lot 318 lying West of the East Bulkhead of Whitewood Creek. Being a portion of Probate Lot 318 and Block 38, Original Town, City of Deadwood. All located in the SE1/4 of Section 22, and the SW1/4 of Section 23, T.5N., R.3E., B.H.M., Lawrence County, South Dakota. (Lot C and B-2 according to Plat Doc. #95-4001)

FROM: R1 – Residential District  
 TO: C1 – Commercial District

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from R1 – Residential District to C1 – Commercial District, to-wit:

Tract A revised, including Tract A, Lot B-2, Lot C of Water Street Right of Way and the remainder of probate Lot 318 lying West of the East Bulkhead of Whitewood Creek. Being a portion of Probate Lot 318 and Block 38, Original Town, City of Deadwood. All located in the SE1/4 of Section 22, and the SW1/4 of Section 23, T.5N., R.3E., B.H.M., Lawrence County, South Dakota. (Lot C and B-2 according to Plat Doc. #95-4001)

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **C1 - Commercial District**. The parcel contains 13.159 Sq. Ft., more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

Dated this 20th day of June, 2022.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: June 6, 2022  
 Second Reading: June 20, 2022  
 Published: June 23, 2022  
 Adopted: July 13, 2022

## ORDINANCE NO. 1355

### A TEMPORARY ORDINANCE REGARDING THE USE OF PROPERTY AS SHORT-TERM RENTALS IN ALL RESIDENTIAL (R1), RESIDENTIAL MULTI-FAMILY (R2), PLANNED UNIT DEVELOPMENT (P.U.D.), PUBLIC USE AND PARK FOREST ZONING DISTRICTS OF THE CITY OF DEADWOOD.

WHEREAS, the City of Deadwood (“City”) enacted Ordinance 17.53 in order to preserve and enhance the character of the residential districts and to promote the public health, safety, and general welfare of the city by expressly prohibit transient commercial use of residential property.

WHEREAS, Ordinance 17.53 applies to residential land use districts.

WHEREAS, the City makes a preliminary finding that the City needs to further study the impacts of transient commercial use of residential property. The public interest requires that the City study, analyze, and evaluate the impacts of transient commercial use of residential property.

WHEREAS, the City makes a preliminary finding that it would be inappropriate to allow any additional transient commercial use of residential properties within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.

WHEREAS, the City hereby exercises its authority under SDCL 11-4-3.1 and SDCL 9-19-13, to establish a temporary ordinance regarding the use of properties within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.

WHEREAS, a temporary ordinance will ensure that more comprehensive zoning ordinance changes are made to address the transient commercial use of residential property within all of Deadwood.

WHEREAS, the City finds that the following ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEADWOOD, SD:

*Section 1. Temporary Ordinance – Prohibiting any new short-term rentals in the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.*

Any person acting as agent, real estate broker, real estate sales agent, property manager, reservation service or otherwise who arranges or negotiates for the transient use of residential property located within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest is guilty of a Class Two Misdemeanor for each day in which such residential property is used, or allowed to be used for the transient commercial use of residential property.

Any person who uses or allows the commercial use of residential property located within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest is guilty of a Class Two Misdemeanor for each day in which such residential property is used, or allowed to be used for the transient commercial use of residential property.

This ordinance shall not apply to transient commercial use of residential property for remuneration for a period of fourteen (14) days or less during the month of August, commencing four days immediately preceding the official start of the Sturgis Motorcycle Rally and ending three days after the end of the Sturgis Motorcycle Rally.

*Section 2. Immediate Effect.*

This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13 and shall expire 180 days following its passage.

Dated this 20th day of June, 2022.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading:	June 6, 2022
Second Reading:	June 20, 2022
Published:	June 23, 2022
Adopted:	June 23, 2022



This quotation prepared and sent by:  
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## QUOTATION/PURCHASE AGREEMENT

CUSTOMER:	CITY OF DEADWOOD	SHIP TO:	Same
	67 DUNLOP AVE		
	DEADWOOD, SD 57732		
	PHONE: 605-641-2874		
	FAX:		

QUOTE DATE		QUOTATION NUMBER		QUOTATION EXPIRATION DATE	
6/6/2022		DM-020-0602		30 DAYS	
SHIP DATE	SHIP VIA	F.O.B. POINT	FREIGHT	TERMS	
4-6 WEEKS	Best Way	Fullerton, CA	See Below	TBD	

### WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	2169790	Sunray 90 50" x 88" TOUCH TABLET 120W SOLAR ARRAY WITH BATTERIES AND ELECTRIC-HYDRAULIC MAST	\$16,513.00	\$16,513.00
		ESTIMATE FREIGHT IS BETWEEN 2500.00 TO 3500.00		

To ensure prompt processing of your accepted quotation, please fill in the Ship To information above and information below or your Purchase Order and this Quotation and fax to our Customer Service Representatives at 714-441-7714. Thank you for considering National Signal!

<b>Signed:</b>	<b>Title:</b>
<b>Printed Name:</b>	<b>PO#:</b>

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BY NATIONAL SIGNAL, INC. ALL QUOTATIONS ARE FOR 30 DAYS UNLESS OTHERWISE NOTED ON QUOTATION.

**CORPORATE & REMITTANCE INFORMATION**  
 NATIONAL SIGNAL, INC • 2440 ARTESIA AVENUE • FULLERTON, CA • 92833  
 TOLL FREE: 888-994-0300 • FAX: 714-441-7714  
[www.nationalsignalinc.com](http://www.nationalsignalinc.com) • [dana@nationalsignalinc.net](mailto:dana@nationalsignalinc.net)



## TERMS AND CONDITIONS

1. Delivery in Lots. Seller shall have the right to deliver all of the goods at any one time or in portions from time to time within the time of delivery stated on the front page of this Agreement, unless specifically stated on the front page of the Agreement that delivery in partial lots will not be accepted. Partial deliveries shall be invoiced separately and shall be payable in accordance with Paragraph 16 herein.
2. Excuse for Non-Performance. Seller shall not be liable for any failure of performance or late delivery of goods under this Agreement where the failure or delivery has been occasioned by fire, flood, accident, riot, war, governmental interference, rationing, epidemic, quarantine, restrictions, allocations or embargoes, strikes, acts of necessary delay in performance by any supplier of Seller for any reason, or any circumstances beyond the Sellers control not herein above enumerated which shall prevent the Seller from making deliveries in the usual course of business. Dates or times by which Seller is to deliver the goods shall be postponed automatically to the extent that Seller is prevented from meeting them by the causes described herein. In the event Seller is unable wholly or partially to perform, as described in this paragraph, including without limitation, fabrication, shipment, delivery, and warranty repair or replacement. Seller may terminate the Agreement without any liability to Buyer.
3. Time of Delivery. The date of delivery shall be on or about the date(s) set forth on the front page of this Agreement. The indicated delivery date(s) represents Seller's best estimate(s) only.
4. Place of Delivery. The goods shall be delivered F.O.B. carrier at the location specified on the front page of this Agreement.
5. Method of Tender-Hours for Receipt. Seller will give notice to Buyer as soon as the goods are ready for delivery. Buyer agrees to receive the goods at the place of delivery specified herein within five days after having been given notice that they are being held at his disposal. Buyer agrees to call for the goods between 7:00 a.m. – 3:30 p.m. on a regular business day.
6. Packaging. Seller will deliver the goods packaged in Seller's ordinary containers at no addition to the price specified in the Agreement. If Buyer requests special packaging, Seller will package goods in accordance with Buyers instructions, provided instructions are furnished in sufficient time to permit Seller to complete the packaging before delivery. Buyer shall pay Seller the reasonable cost of special packaging in addition to the price specified in the Agreement.
7. Identification – Risk of Loss – Title. Identification of the goods under 2-501 of the Uniform commercial Code shall occur at the moment this Agreement is signed by the parties or as soon thereafter as the goods are identifiable, and the risk of loss shall pass upon identification. Title to the goods shall pass to the buyer upon delivery of the goods to the carrier.
8. Disclaimer of Express Warranties. Seller warrants that the goods are free from defects in material and workmanship for one (1) year from the date of delivery. No other warranty is made in respect to the goods. If any model or sample was shown Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. Seller's sole obligation under this warranty is at Seller's election to repair or replace defective goods or to credit Buyer's account the value of the goods. Goods which are repaired or replaced under this warranty are warranted only for the remaining unexpired warranty period for the goods sold hereunder.
9. EXCLUSION OF WARRANTIES. THE EXPRESS WARRANTY SET FORTH ABOVE IN PARAGRAPH 8 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY THE SELLER. SELLER MAKES AND BUYER RECEIVES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE. DELIVERY, OPERATION, OR USE OF THE GOODS.
10. INCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY DIRECT CONSEQUENTIAL EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES RESULTING FROM THE SALE, DELIVERY, OPERATION, OR USE OF THE GOODS. THE AFORESAID LIMITATIONS ON LIABILITY SHALL BE APPLICABLE IRRESPECTIVE OF THE THEORY RELIED UPON FOR THE ASSERTION OF ANY CLAIM FOR DAMAGES (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE)
11. Voiding of Warranty. The warranty set forth herein shall be void if the goods have been (1) repaired or altered; (2) subjected to misuse, negligence, accident or operated in other than normal and proper use and service; or (3) connected, installed or adjusted in a manner not in accordance with Sellers instructions.
12. Place for Warranty Repair. All warranty repairs made by seller shall be made at Seller's place of business or other location designated by Seller. As a condition precedent to Seller's warranty repair obligations, Buyer must obtain from Seller's corporate offices a Return Material Authorization (RMA) prior to the shipping the goods to Seller. Buyer shall prepay all transportation costs for warranty repairs by Seller. Buyer shall bear the risk of loss of goods shipped to Seller for repair and shall bear the risk of loss of goods shipped back to Buyer after repair or replacement.
16. Price and Payment. Buyer shall pay the price of the goods set forth on the face page of this Agreement. The price herein specified excludes all taxes of any kind levied as of the date of this Agreement by any federal, state, municipal or other governmental authority. Buyer shall have 30 days from the time it receives the goods in which to make payment of the price. Buyer shall pay to Seller a delinquency charge of 1.5% per month of any payment not made within "30 days after" receipt of the goods. Buyer shall not use performance of the product as a reason to withhold payment. Buyer shall notify Seller of any discrepancies with the product so that it may perform under the terms of this agreement.
17. Right of Inspection. Buyer shall have the right to inspect the goods before paying for them or accepting them. Buyer must give notice to Seller within five (5) days of physical receipt of the goods or notice of no acceptance and the reason for no acceptance.
18. Cancellation. At any time prior to delivery, Buyer may cancel all or part of an order. If Buyer cancels all or part of an order, Buyer shall be liable for reasonable cancellation charges for; (1) completed work allocated to Buyer's order at the time performance by Seller ceases, (2) costs for work in process, (3) costs resulting from the cancellation, and (4) reasonable overhead and profit on the costs enumerated herein.
19. Buyer to Grant Security Interest. Buyer agrees to give Seller a security interest in the goods sold under this Agreement to secure that portion of the purchase price not paid at the time of delivery. At the time of delivery of the goods, Buyer will execute a security agreement in such form as is required by Seller.
20. Collection Costs. Buyer shall pay to Seller reasonable costs of collection of money due and unpaid, including reasonable attorney's fees.

### GENERAL PROVISIONS

21. Interpretation – Entire Agreement. This writing is intended by the parties as a final expression of this Agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in the course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescence party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
22. Authority of Seller's Agents. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under the Agreement and unless an affirmation, representation, or warranty made by agent, employee or representative is specifically include herein, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
23. Software Not Sold. Sale of the goods hereunder does not transfer title to or sell to Buyer any Software which is incorporated into the goods. Such software remains the property of Seller. Buyers use of and Software incorporated into the goods shall be governed by the terms and conditions set forth in the Software License Agreement (attached when applicable) which is incorporated into and made a part of this Agreement. IF THIS TRANSACTION INVOLVES SOFTWARE ONLY AND NOT GOODS, THESE SALES ORDER TERMS AND CONDITIONS (EXCEPT FOR PARAGRAPH 23) ARE NOT APPLICABLE, AND THE SOLE TERMS AND CONDITIONS APPLICABLE SHALL BE THOSE SET FORTH IN THIS PARAGRAPH AND IN THE ATTACHED SOFTWARE LICENSE AGREEMENT.
24. Modification. This agreement can be modified or rescinded only by a writing signed by both of the parties.
25. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing.
26. Assignment. Neither Seller nor Buyer may assign any of its rights or obligations hereunder without the written permission of the other party.
27. Time for Bringing Action. Any action for breach of this Agreement must be commenced within two years after delivery of the goods.
28. Applicable Law. This Agreement shall be governed by the Uniform Commercial Code. Whenever the term Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of California, effective and in force on the date of this Agreement.
29. Special Terms and Conditions. Only as set forth on the face page of this Agreement.
30. This order constitutes the entire agreement between the parties. No representations or warranties of any nature have been made by National Signal, Inc. representations or warranties except such as may be set forth herein. No variations, modifications or amendments to the terms of the Agreement should be binding unless agreed to in writing and signed by all of the parties hereto.

### BUYERS OBLIGATION

13. Financial Condition of Buyer. If the financial condition of the Buyer at any time is such as to give Seller, in its sole judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under this Agreement, Seller may require full or partial payment in advance and suspend performance hereunder, until such payment has been received. Failure to furnish such payment within (10) days of demand by Seller shall constitute a breach of this Agreement.
14. Patents Infringements. Buyer agrees to indemnify and to hold Seller harmless against any claims or legal action resulting from the production, sale or use of goods to Buyer's specifications or from the production, sale or use of goods designed by Seller to meet the Buyer's requirement. Buyer shall assume the defense of Seller in connection with any action brought against Seller for infringement of any patents resulting from the production of goods to Buyer's specifications.
15. Proprietary Rights. The sale of the goods hereunder to Buyer shall in no way be deemed to confer upon Buyer any right, interest or license in any patents or patent applications Seller may have covering the goods. Seller retains for itself all proprietary rights in and to all designs, engineering details and another date and materials pertaining to any goods supplied by Seller and to all discoveries, inventions, patents and other proprietary rights arising out of the work done in connection with the goods or with any and all products developed as a result thereof, including the sole right to manufacture any and all such products. Buyer warrants that he will not divulge, disclose or in any way distribute or make use of such information (as built drawings, software and design information), and that it will not manufacture or engage to have manufactured such products.

**ORDINANCE #1356**  
**AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

**Chapter 5.40**  
**TOURIST CONVEYANCES**

**5.40.010 Licenses -- Issuance -- Restrictions.**

The City Commission may issue annual licenses for tourist conveyance which offers or gives tours originating within the city, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah Cemetery for the purposes of conducting tours. The admittance to Mt. Moriah Cemetery shall be from May 1st through October 31st unless otherwise expressly permitted by the Sexton of Historic Cemeteries. Only tourist buses or conveyances licensed pursuant to this chapter shall be admitted to Mt. Moriah Cemetery unless authorized by the Sexton of Historic Cemeteries.

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited to no more than three (3) tour conveyance companies per calendar year. City Commission reserves the right to reduce the number of licenses if existing license is abandoned or revoked.

C. The City Commission shall have the authority to establish the parking areas and origination location for each license issued. The City Commission shall have the authority to establish the routes tour bus companies must take to and from Mt. Moriah Cemetery. In addition, licenses shall not be issued until each licensee provides the Chief of Police and the Sexton of Historic Cemeteries with a tour schedule. Each licensee shall arrive and depart according to the tour schedule to ensure proper flow of traffic. Each licensee may utilize a five (5) minute grace period for those scheduled times; each licensee has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any requested or proposed changes to the approved schedule shall be submitted to the Chief of Police and the Sexton of Historic Cemeteries at least seven (7) days prior to such change taking effect. Violations of the subsection shall subject the licensee to suspension or revocation of its license under Section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section 5.44.010 of the Deadwood Municipal City Ordinance.

E. Each licensee shall be permitted to operate only one (1) vehicle at any one (1) time from assigned parking sites or origination location.

F. Each company shall be permitted to operate only one (1) vehicle on a regular basis in Mt. Moriah Cemetery at any one (1) time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The licensee shall carry public liability insurance in the minimum amount of two million dollars (\$2,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

#### **5.40.030 Licensing policies and procedures**

A. Applications for licenses required by this chapter shall be made on official application forms prescribed provided by the ~~commission~~ City Commission.

B. All applications under this chapter shall be submitted to the commission Parking and Transportation Committee which shall issue a recommendation to the City Commission, which has discretion to approve or disapprove the applications.

C. Every application for a license shall be accompanied by the required application and associated fees in the amount established by the annual fee resolution.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.

#### **5.40.050 Transfer of license**

Any license granted under this chapter may be transferred to a new location or another person or entity only upon a vote of the majority of members of the Deadwood City Commission at their absolute discretion subject to 5.40.010(A).

#### **5.40.080 Standards of operation**

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

A. Loudspeakers should shall be within sound levels in accordance with the City of Deadwood ordinance regulation noise;

B. Abusive, obnoxious, slanderous and/or vulgar language will not be allowed at any time;

- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other tour operators and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all foot patrons equal access to all sites within the cemetery without obstruction. Operators will be restricted to a maximum 30-minute time limit inside the cemetery during each tour;
- E. Operation of all vehicles will be in accordance with all state and federal motor vehicle regulations;
- F. Vehicles used for the operation of a Tourist Conveyance by the licensee as authorized by this ordinance shall be kept in good working order and professional appearance. Vehicles are subject to the inspection of the City upon request.
- G. The licensee shall be responsible for providing proper documentation as set forth by the Finance office and payments and associated fees as set forth by resolution to the city City of Deadwood for the admission fee set by resolution through the City Commission for all persons into Mt. Moriah Cemetery;
- H. Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah ~~Cemeteries~~ Cemetery at all times.
- I. The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.
- J. Violations to this Ordinance or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.
- K. Revocation: The annual license, once granted, may be revoked permanently or for a set period by the City Commission, at the recommendation of the Parking & Transportation Committee, after a hearing is held before the license holder. All such revocation hearings will take place at a public hearing as set by the City Commission. Such revocation may be based upon written complaints or by such incidents involving the licensee for matters involving violations to this ordinance code, property damage or other City OrdinanceCode violation which may involve

the licensee.

#### **5.40.090 Selection of licenses when applications are made.**

A. Preference to existing licensees. In granting a license under this chapter, preference shall be given to prior licensees in good standing

B. Selection of licensees when excess applications are made. When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees, the available license(s) will be awarded to a qualified operator(s).

1. A qualified licensee is one who:
  - a. Demonstrates to the satisfaction of the City Commission sufficient business plan to actually engage in the tour conveyance business;
  - b. Meets all other requirements of this chapter;
  - c. Resides at the time of the application within the Lead-Deadwood School District 40-1.
2. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the City Commission.

#### **5.40.100 Non-use of license**

- A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the ~~commission~~ City Commission in writing and issuance of a new license pursuant to the terms of this chapter.
- B. Any license having no activity in Mt. Moriah Cemetery for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the Sturgis Motorcycle bike rally in August.

#### **5.40.110 Violation—Penalty.**

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

Dated this 20th of June, 2022.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

ATTEST:

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Jessica McKeown, Finance Officer

First Reading:	June 20, 2022
Second Reading:	July 5, 2022
Published:	July 7, 2022
Adopted:	July 27, 2022