



# City Commission Regular Meeting Agenda

Monday, April 01, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

- a. Approval of March 18 City Commission minutes and Board of Equalization Equalization minutes of March 18, 2024.

4. **Approve Bills**

- a. Approval of Bill List for April 1, 2024

5. **Items from Citizens on Agenda**

- a. Present Longevity Award to Trent Mohr for 40 years with the Fire Department.
- b. Proclamation declaring April 7 through April 13, 2024 as National Library Week in the City of Deadwood.
- c. Proclamation declaring Friday April 19, 2024 as Arbor Day in the City of Deadwood

6. **Consent Agenda**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business.

- a. Permission to sign additional engagement letter with Casey Peterson CPA for contracted accounting services. (To be paid by Finance Professional Services.)
- b. Permission to sign engagement letters with Ketel Thorstenson, LLP for 2021 and 2022 auditing services. (To be paid by Finance Professional Services.)
- c. Permission to pay \$5,000.00 to the Days of '76 Museum for sponsorship of 2024 Days of '76 Lakota Experience. (To be split from Historic Preservation Public Ed and Bed/Booze line items.)
- d. Permission to enter into contract with Robert Bozell for Four Points Hotel Faunal Analysis Project at a cost not to exceed \$3,500.00. (To be paid from HP Archaeological line item.)

- e. Permission for the Mayor to sign temporary construction and permanent drainage easement with Steven R. Jobman and Sherry A. Jobman, Trustees Jobman Living Trust at 3 Ryan Road, Deadwood for FEMA project.
- f. Permission to lease twelve (12) Main Street parking spaces to Mr. Wu's August 20-24, 2024 for \$700. Recommended from the Parking and Transportation Committee.
- g. Allow use of public property at the Event Complex for Lead Deadwood Youth Soccer Monday, March 25 through Thursday, May 30, 2024.
- h. Permission to purchase one pallet of Chemguard Direct Attack Foam from Pennington County Fire Administration in an amount not to exceed \$2,745.60. (To be paid by Fire Dept. supply budget.)

**7. Bid Items**

- a. Results of bid opening on March 28, 2024 at 2:00 p.m. for the Fuller Brothers Trail System project. AusCar X - \$186,350.00; Benchmark Trails - \$147,487.82; Highpoint Siteworks - \$180,950.00; K\$ Trails - \$90,475.00.
- b. Results of bid opening on March 28, 2024 at 2:00 p.m. for the White Rocks Trail System project. AusCar X - \$53,660.00; Benchmark Trails - \$44,038.44; Highpoint Siteworks - \$24,160.00; K4 Trails - \$34,254.00.

**8. Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for Pony Hills LLC dba The Venue at Deadwood at 250 US Hwy 14A.
- b. Set public hearing on April 15 for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 2, 2024.
- c. Set public hearing on April 15 for PBR Event: open container from noon to 10:00 p.m. on Friday, June 7 and Saturday, June 8, fireworks display at 6:00 p.m. each day and waiver of user fees Monday, June 3 through Sunday, June 9, 2024 each day at the Event Complex.
- d. Set public hearing on April 15 for NAJA Shriners Circus Event: waiver of user fees at Event Complex on Friday, June 21 and Saturday, June 22, 2024.
- e. Set public hearing on April 15 for Weekend Freedom Concerts: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, July 5, and noon to 10:00 p.m. on Saturday, July 6; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024; and closure of Siever Street (if needed) from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024.
- f. Set public hearing on April 15 for Days of '76 Events: street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 26 and from 9:30 a.m. until parade ends on Saturday, July 27; open container Thursday, July 18 through Monday July 29 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 21 through

Saturday, July 27 from 8:00 a.m. to 10:00 p.m. daily and waiver of user fees Wednesday, July 17 through Monday, July 27 at the Event Complex; use of Welcome Center Lot Monday, July 22 through Thursday, July 25, 2024. Spaces will be open for the Chamber staff and the 18 spots in the northeast side of the lot would not be utilized.

- g. Set public hearing on April 15 for Harley Davidson Rally Outlaw Square Activation: open container in Zone 4, Outlaw Square only from 10:00 a.m. to 10:00 p.m. on the following days: Saturday, August 3, Sunday, August 4, Tuesday, August 6, Wednesday, August 7, Thursday, August 8 and Saturday, August 10; open container in Zone 4, Outlaw Square only from 3:00 p.m. to 10:00 p.m. on the following days: Monday, August 5 and Friday, August 9, 2024.
- h. Set public hearing on April 15 for Mustang Rally Event: street closure, Main Street from Wall to Deadwood Street, and parking on Main Street from Wild Bill Bar to Nugget Saloon, northwest side only from 10:00 a.m. to 2:00 p.m. on Thursday, August 29, 2024.
- i. Set public hearing on April 15 for Deadwood Jam Event: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 12 to 3:00 a.m. on Sunday, September 15; street closure on Siever Street from 6:00 a.m. to 10:00 p.m. each day on Friday, September 13 and Saturday, September 14 if needed; open container in Zones 1 and 2 on Friday, September 13 from 5:00 p.m. to 10:00 p.m. and Saturday, September 14 from noon to 10:00 p.m.; waiver of banner and vending fees Friday, September 13 and Saturday, September 14, 2024.
- j. Set public hearing on April 15 for Oktoberfest events: open container in zones 1 and 2 Friday, October 4 from 5:00 to 10:00 p.m. and Saturday, October 5 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 5, 2024.
- k. Set public hearing on April 15 for Wild West Songwriters Festival Events: open container in zones 1 and 2 on Thursday, October 17 and Friday, October 18 from 5:00 to 10:00 p.m., and Saturday, October 19, 2024 from noon to 10:00 p.m.
- l. Set public hearing on April 15 for Deadweird Events: open container in zones 1 and 2 Friday, October 25 from 5:00 p.m. to 10:00 p.m. and Saturday, October 26 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 4:00 p.m. Saturday, October 26 to 6:00 a.m. Sunday, October 27, 2024.

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment and approve/deny Conditional Use Permit - Vacation Home Establishment - 81 Charles Street - Lorann Berg (on behalf of BNS Properties, LLC) legally described as Lot 7 in Block 74 of the Original Town of Deadwood, Lawrence County, South Dakota, as shown on the P.L. Rogers map of the Town of Deadwood.

- b. Permission to purchase/install eight Verkada cameras and one Verkada viewing station at the Deadwood Recreation Center from Technology Inc. at a cost not to exceed \$17,499.81. (To be paid from Parking and Transportation, Historic Preservation and Rec Center equipment budgets.)
- c. Permission to purchase two DVR camera recorders with installation from Gene's Lock Shop at a cost not to exceed \$3,074.92 for '76 Museum and Outlaw Square. (To be paid by Public Buildings equipment line item.)
- d. Permission to purchase a Craco HD Linedriver for striping parking lots and residential areas from Diamond Vogel at a cost not to exceed \$8,582.86. Cost will be split from the Parking and Transportation and Streets budget.
- e. Permission to hire Interstate Engineering to inspect the Charles Street bridge, McKinley Street bridge, and the 76 Drive bridge at a cost not to exceed \$12,500.00. These are SDDOT required inspections and is cost shared at an 80% State/20% municipality split.
- f. Permission to purchase 22' long X 15' wide shade canopy for baseball fields from Black Hills Tent and Awning, and repair existing canopy in total amount not to exceed \$3,779.59. (To be paid from Parks budget.)

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

- a. Reminder Election Day is April 9, 2024 from 7:00 a.m. to 7:00 p.m. You can early vote at the Finance Office Monday through Friday 8:00 a.m. and 5:00 p.m.

**12. Executive Session**

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

**13. Adjournment**

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

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

*Please practice the CDC's social distancing recommendations.  
 Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

**REGULAR MEETING, MARCH 18, 2024**

The Regular Session of the Deadwood City Commission convened on Monday, March 18, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Todd seconded to approve the minutes of March 4, 2024. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the March 18, 2024 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SERVICE	221.96
A-Z SHREDDING	SERVICE	40.80
ACE HARDWARE	SUPPLIES	248.29
ADAMS SALVAGE RECYCLING	TIRES	4.80
ALBERTSON ENGINEERING	PROJECT	19,819.93
ALL ASPECTS	SERVICE	3,000.00
AMAZON	SUPPLIES	1,995.79
BH CHEMICAL	SUPPLIES	911.29
BH ENERGY	SERVICE	31,943.22
BH PIONEER	SERVICE	741.01
BLACKSTRAP	SUPPLIES	10,598.64
BOYS & GIRLS CLUB	ALLOCATION	3,500.00
BUTLER MACHINERY	SUPPLIES	73.59
CENTURY BUSINESS PRODUCTS	SERVICE	230.05
CHRIS SUPPLY	SUPPLIES	8.86
CONTRACTOR'S SUPPLY	SUPPLIES	147.00
CULLIGAN	SUPPLIES	109.20
DAKOTA SUPPLY GROUP	SUPPLIES	209.49
DEADWOOD CHAMBER	BILL LIST	82,796.38
DOG WASTE DEPOT	SUPPLIES	329.95
DOWER, KARLA	REIMBURSEMENT	127.29
ECOLAB	SERVICE	272.56
ESRI	RENEWAL	19,180.00
FASSBENDER COLLECTION	SERVICE	20,000.00
FIB CREDIT CARDS	SUPPLIES	2,607.98
FIRST INTERSTATE BANK	TIF #8	2,896.80
FIRST NET	SERVICE	240.24
FREY INDUSTRIES	SUPPLIES	476.65
FURNISH, RICHARD	REFUND	35.00
GOLDEN WEST	SERVICE	4,090.48
GUNDERSON, PALMER, NELSON	SERVICE	2,567.86
HAWKINS	SUPPLIES	61.20
HOMESTAKE OPERA HOUSE	PARKING DONATION	500.00
IPS GROUP	SERVICE	7,192.46
IT STRAPS ON	SUPPLIES	273.68
JACOBS WELDING	SUPPLIES	34.29
JERRY GREER'S ENGINEERING	REPAIR	75.00
KONE CHICAGO	MAINTENANCE	564.03
LAWRENCE CO. REGISTER	SERVICE	210.00
LDHS TRACK CLUB	PARKING DONATION	500.00
LEAD-DEADWOOD AAU WRESTLING	PARKING DONATION	500.00
LEAD-DEADWOOD SANITARY	SERVICE	19,088.65
LEAD-DEADWOOD YOUTH SOCCER	PARKING DONATION	500.00
LEGENDARY ELECTRIC	SUPPLIES	2,857.14
MED-TECH RESOURCE	SUPPLIES	104.60
METERING & TECHNOLOGY	SUPPLIES	30.90
MICROSOFT	SUPPLIES	690.17
MID-AMERICAN RESEARCH	SUPPLIES	466.68
MIDWEST TAPE	SUPPLIES	73.47
MONUMENT HEALTH	SERVICE	250.00
MORRISON, RONDA	SERVICE	1,760.00
MOVETTE FILM TRANSFER	SERVICE	59.10
NHS OF THE BLACK HILLS	CONTRACT	3,000.00
NORTHERN HILLS CASA	ALLOCATION	3,500.00
PETTY CASH	HP/ZONING	163.92
POMP'S TIRE SERVICE	REPAIR	81.60
QUADIENT FINANCE	POSTAGE	500.00
QUIK SIGNS	SERVICE	134.29
RASMUSSEN MECHANICAL	MAINTENANCE	82,954.77
RUNGE, MIKE	REIMBURSEMENT	14.55
SANDER SANITATION	SERVICE	12,834.16
SCOTT PETERSON MOTORS	SERVICE	357.01
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	LICENSE	75.00
SD MUNICIPAL LEAGUE	MEETING	220.00
SD STATE HISTORICAL SOCIETY	GRANT	12,200.00
SODAK TITLE	SERVICE	120.00
SPEARFISH BUILDING	SUPPLIES	44.99
STRETCH'S	SERVICE	832.38
STURGIS RESPONDER SUPPLY	UNIFORMS	219.95
TEAM LABORATORY CHEMICAL	SUPPLIES	3,150.00
TELLINGHUISEN, ROGER	BID #8	310.58

**REGULAR MEETING, MARCH 18, 2024**

TWIN CITIES & AREA SENIOR	PARKING DONATION	800.00
TYLER TECHNOLOGIES	RENEWAL	18,785.31
UNITED LABORATORIES	SUPPLIES	1,253.88
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	92.95
VTI COMPUTER SALES	SERVICE	300.00
WHITE'S CANYON MOTORS	SUPPLIES	110.17
		Total \$419,370.09

**CONSENT**

Struble moved, Martinisko seconded to omit items 6D and 6E for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to hire Kelley Cranny as part-time Trolley Driver at \$16.65 per hour effective March 24, 2024 pending pre-employment screening.
- B. Permission to move Tracy Owens from 29 hours per week to full-time position (with benefits per employee handbook) Rec Center receptionist at \$16.00 per hour, effective March 18, 2024.
- C. Permission to hire Jacob Rubright as full-time (non-certified) patrol officer at \$24.22 per hour effective April 11, 2024 pending pre-employment screening.
- D. Removed for separate consideration in New Business.
- E. Removed for separate consideration in New Business.
- F. Appoint the following residents to serve on election board for April 9, 2024; Teresa Peterson as superintendent at \$204.00, Joyce Pfarr and Trudy Anderson as clerks at \$180.00, with additional \$20.00 each for attending election school. Marlene Todd as alternate in case of emergency.
- G. Permission to allow the Finance Office to issue a credit of \$314.66 on the utility bill for 358 Williams Street for water usage in January and February 2024. Credit is due to an issue with the water shut-off.
- H. Resolution 2024-07 to Participate in South Dakota Dept. of Transportation Bridge Inspection Program.

**RESOLUTION 2024-07  
BRIDGE REINSPECTION PROGRAM RESOLUTION  
FOR USE WITH SDDOT RETAINER CONTRACTS**

**WHEREAS**, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

**THEREFORE**, the City of Deadwood is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire Interstate Engineering (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 18th day of March, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- I. Resolution 2024-08 Declare Surplus Property - Fire Truck

**RESOLUTION NO. 2024-08  
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 and be sold at public online auction conducted by a licensed auctioneering service.

1998 Spartan LT1-MZ100 - VIN# 4S7AW4293WCO26944

**REGULAR MEETING, MARCH 18, 2024**

Dated this 18th day of March, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- J. Permission to approve one year subscription agreement in the amount of \$3,000.00 with Deckard Technologies for third-party monitoring service of short-term rentals. (To be paid by Planning & Zoning Professional Services.)
- K. Permission for the Mayor to sign contract with RCS Construction for the Retaining Wall project located at 10 Denver Avenue. (Bid awarded by City Commission on March 4, 2024)
- L. Permission for the Mayor to sign contract with Branch Construction for the Retaining Wall project located at 74 Van Buren. (Bid awarded by City Commission on March 4, 2024)
- M. Permission to approve Change Order #1 for 33 1/2 Jackson Retaining Wall Project as a deduct in the amount of \$1,480.00 reducing total contract cost from \$196,000.00 to \$194,520.00.
- N. Permission to purchase twelve water meter bodies from Metering and Technology Solutions at a cost not to exceed \$3,380.26. (To be paid by Water Supply line item.)
- O. Permission to pay Rasmussen Mechanical to remove/replace the Warrick low water system at the Rec Center in the amount of \$4,179.00. (To be paid by Public Buildings repair line item.)
- P. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Saturday, June 29 and Sunday, June 30, 2024 from 4:00 p.m. to 10:00 p.m. for Motocross Event. No public hearing necessary since license is on publicly owned property.
- Q. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Saturday, July 6, 2024 from 4:00 p.m. to 10:00 p.m. for Motocross Event. No public hearing necessary since license is on publicly owned property.
- R. Permission for Mayor to sign the electrical easement for Phase 1A & 1B of the Whitewood Creek FEMA Project
- S. Permission to approve sponsorship of the 150th Anniversary of Custer Expedition and Black Hills Gold Rush in the amount of \$2,500.00 from HP Public Education/Advocacy line item.

**BID ITEMS**Set

Parking and Transportation Director Lux spoke about the replacement. Martinisko moved, Johnson seconded to advertise the Request for Bids for Elevator Modernization/Cab Entrance Replacement and set bid opening on April 10, 2024 at 2:00 p.m. with results to the City Commission on April 15, 2024. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS**Transfer

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. Tyler Peterson, Gold Country Inn, was present to answer questions. Hearing closed.

Martinisko moved, Johnson seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-2521) transfer from WWW LLC to Gold Country LLC dba Gold Country Inn at 801 Main Street. Roll Call: Aye-All. Motion carried.

Farmers Market

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. Pat Dringman, resident, spoke in favor, hearing closed.

Johnson moved, Struble seconded to approve waiver of vending fees and allow vending on public property on Fridays beginning June 21 through September 20, 2024 at Gordon Park from 1:00 p.m. to 8:00 p.m. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MARCH 18, 2024**Black Hills Redemption

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square spoke about the event, hearing closed.

Todd moved, Struble seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, June 21 through 10:00 p.m. on Sunday, June 23, 2024. Roll Call: Aye-All. Motion carried.

Monsters of Destruction

Public hearing was opened at 5:12 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions. Discussion was held concerning fees, hearing closed.

Todd moved, Struble seconded to approve open container on Saturday, June 29 and Sunday, June 30 from 5:00 p.m. to 10:00 p.m. and waiver of user fees due to surcharge collection on Friday, June 28 through Monday, July 2, 2024 at the Event Complex. Roll Call: Aye-All. Motion carried.

July 4th Parade

Public hearing was opened at 5:15 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to approve street closure: Main Street from Lower Main at Pioneer Way to Pine from 3:00 p.m. till parade ends on Thursday, July 4, 2024. Roll Call: Aye-All. Motion carried.

WO Motorsports Arenacross & Freestyle Motocross Show

Public hearing was opened at 5:17 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions. Discussion was held concerning fees and time of open container. Hearing closed.

Martinisko moved, Johnson seconded to approve open container from 4:00 p.m. to 10:00 p.m. on Saturday, July 6; and waiver of user fees due to surcharge collection on Wednesday, July 3 through Sunday, July 7, 2024 at the Event Complex. Roll Call: Aye-All. Motion carried.

Medicine Wheel Riders

Public hearing was opened at 5:19 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square spoke about the event, hearing closed.

Johnson moved, Struble seconded to approve use of Interpretive Lot from 9:00 a.m. to 4:00 p.m. on Sunday, August 4, 2024. Roll Call: Aye-All. Motion carried.

Legends Ride

Public hearing was opened at 5:20 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square spoke about the event, hearing closed.

Martinisko moved, Johnson seconded to approve use of Interpretive Lot from 6:00 a.m. to 3:00 p.m. street closure on Main Street from Pine to Deadwood from 9:00 a.m. to 4:00 p.m., and waiver of banner fees on Monday, August 5, 2024. Roll Call: Aye-All. Motion carried.

Rusty Wallace Ride

Public hearing was opened at 5:21 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square spoke about the event, hearing closed.

Struble moved, Martinisko seconded to approve street closure on Main Street from Pine to Deadwood from noon to 4:00 p.m., street closure on Deadwood Street from Main Street to Pioneer way from 3:15 p.m. to 10:00 p.m. on Friday, August 9, 2024. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Todd seconded to set public hearing on April 1 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for Pony Hills LLC dba The Venue at Deadwood at 250 US Hwy 14A. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, MARCH 18, 2024****NEW BUSINESS****Hire (Item D)**

Finance Officer explained the hire. Martinisko moved, Struble seconded to hire Baylee Radensleben for temporary lifeguard positions at \$16.00 per hour effective March 18 through May 3, 2024, pending pre-employment screening. These positions are needed to provide the necessary staffing to accommodate the Lead-Deadwood Schools swim lesson program. Roll Call: Aye-All. Motion carried.

**Contract (Item E)**

Commissioner Martinisko stated the school must provide adequate supervision of locker rooms as stated in Section 5. Martinisko moved, Todd seconded to allow the Mayor to sign contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 beginning in March and ending in May for a period of 6 weeks.

**Second Reading**

McKeown asked to remove Ordinance #1396 due to changes. Martinisko moved, Johnson seconded to remove Ordinance #1396 Renewing Cable Franchise with Midcontinent. Roll Call: Aye-All. Motion carried.

**Agreement**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the service. Johnson moved, Struble seconded to approve agreement with Avid4 Engineering for GIS Professional Services retainer for tasks to be performed on a time and materials basis in an amount not to exceed \$30,000.00. (To be paid by various departments Professional Services line item.) Roll Call: Aye-All. Motion carried.

**Agreement**

Kuchenbecker spoke about agreement. Struble moved, Martinisko seconded to allow Mayor to sign Agreement for Public Improvements for Phase III of Stage Run between the City of Deadwood and The Summit at Stage Run. Roll Call: Aye-All. Motion carried.

**Repair**

Public Works Director Stalder spoke about the project. Martinisko moved, Struble seconded to hire Associated Pool Builders to repair Rec Center pool sand filtration system at an amount not to exceed \$7,900.00. (To be paid by Rec Center repair line item.) Roll Call: Aye-All. Motion carried.

**Purchase**

Stalder spoke about the purchase. Struble moved, Johnson seconded to purchase 9600 pounds of sand for the Rec Center pool filtration system from Hawkins Water Treatment Group in an amount not to exceed \$3,500.00. (To be paid by Public Buildings repair budget.) Roll Call: Aye-All. Motion carried.

**Purchase**

Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase ten gas pressure regulators from Rasmussen Mechanical in an amount not to exceed \$5,160.00 which includes installation at streets shop. (To be paid by Public Buildings improvement line item.) Roll Call: Aye-All. Motion carried.

**Final Plat**

Kuchenbecker spoke about the plat. Johnson moved, Martinisko seconded to act as Board of Adjustment and approve Final Plat: Combination of two (2) lots - 171 Charles St. - Patrick L. Mollman. Plat of Tract A1 of M.S. 207 formerly Tract A of M.S. 207 Formerly Tract A of M.S. 207 AND Lot MK5 of the Mickelson Trail City of Deadwood, Lawrence County, South Dakota Located in the NE ¼ of Section 27, T5N, R3E, B.H.M. Approved by the Deadwood Planning and Zoning Commission on March 6, 2024. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MARCH 18, 2024**

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

- A. Candidate Forum will be held at City Hall on March 19, 2024 at 5:00 p.m.
- B. Raffle permit received from St. John’s Episcopal Church. Drawing will be held September 2, 2024.
- C. Saturday, March 30 at 10:00 a.m. the Annual Easter Egg Hunt will be held at Gordon Park.

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 5:41 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, April 1, 2024 at 5:00 p.m.

After coming out of executive session at 6:12 p.m., Martinisko moved, Struble seconded to adjourn.

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

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

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

## **CITY OF DEADWOOD BOARD OF EQUALIZATION 2024**

The City of Deadwood Board of Equalization was called to order by Mayor David R. Ruth, Jr. at 9:00 am on Monday, March 18th, 2024, with the following members present: Mayor Ruth Jr. and City Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble, Gary Todd and School Board Member, Amber Vogt.

**The 2024 Board of Equalization Oath was signed.**

### **CITY OF DEADWOOD APPEALS**

**#1 FENTON, KRIS** #30025-04200-110-00 LOTS 4,5, 10 &11, BLK 42 AND VACATED CEMETERY ST (7542SF) ORIGINAL TOWN DEADWOOD. Moved-Seconded (Martinisko-Johnson) No change. Aye-All. Motion carried. Remarks: Mrs. Maki, Dept. of Equalization, spoke about owners' concerns concerning Bed and Breakfast next door. Dept. of Equalization recommended no change.

**#2 HERDT, DAVID** #30025-09100-000-00 LOT A BLK R EX SW 10' ORIGINAL TOWN DEADWOOD. Moved-Seconded (Martinisko-Johnson). Change value from \$180,976.00 to \$168,084.00. Aye-All. Motion carried. Remarks: An adjustment was applied to the structure value due to physical depreciation.

**#3 HERDT, DAVID** #30025-08000-230-00 LOTS 21, 22 &23 EX NW7 1/2' BLK G. Moved-Seconded (Martinisko-Johnson). Change value from \$156,692.00 to \$131,200.00. Aye-All. Motion carried. Remarks: An adjustment was applied to the structure value due to physical depreciation.

**#4 ROSS, RHONDA** #30670-00000-220-00 PECKS GARDEN S/D E1/2 OF LOT 16, ALL OF LOTS 17, 18, & 19, & NW1/2 OF LOT 20 & VACATED ST (1923 1SF). Moved, Seconded (Struble-Todd) Change value from \$723,004.00 to \$623,569.00. Aye-All. Motion carried. Remarks: An adjustment was applied to the structure value due to physical depreciation.

**#5 WINTER, LORELEI** #30500-00100-160-00 HIGHLAND PARK ADDITION LOTS 15 & 16 BLK 1 & PORTION VACATED PEARLS ST.(1560SF) Moved-Seconded (Martinisko-Johnson). Change value from \$116,320.00 to \$110,292.00. Aye-All. Motion carried. Remarks: An adjustment was applied to the structure value due to physical depreciation and square footage correction.

**ADJOURN:** Being no further appeals to be heard, the 2024 Board of Equalization for the City of Deadwood adjourned at 9:08 am on the 18th day of March, 2024. Moved-Seconded (Martinisko-Struble) Motion carried.

\_\_\_\_\_  
Date

\_\_\_\_\_  
David R. Ruth, Jr.  
Mayor/Chairperson

ATTEST:

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

01/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-03/28/24	101-3000-202	LIQUOR LICENS BEV LIC- GOLD CNTRY INN	000000	150.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 150.00
01-0545	LYNN'S DAKOTA MART					
		I-001000030727	101-4111-426	SUPPLIES DEPT.HEAD MEETING	000000	41.74
				DEPARTMENT 111	COMMISSION	TOTAL: 41.74
01-1171	A & B BUSINESS SOLUTION					
		I-IN1141670	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	144.94
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
				DEPARTMENT 142	FINANCE	TOTAL: 166.35
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 03/22/24	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	20.31
		I-NAT GAS 03/22/24	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	556.06
		I-NAT GAS 03/22/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	389.45
		I-NAT GAS 03/22/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	288.24
		I-NAT GAS 03/22/24	101-4192-428-04	UTILITIES - C CITY HALL	000000	459.71
		I-NAT GAS 03/22/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	701.33
		I-NAT GAS 03/22/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	224.47
		I-NAT GAS 03/22/24	101-4192-428-09	UTILITIES - H HARCC	000000	353.76
		I-NAT GAS 03/22/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	354.60
		I-NAT GAS 03/22/24	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	144.28
		I-NAT GAS 03/22/24	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	2,320.80
		I-NAT GAS 03/22/24	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	576.35
		I-NAT GAS 03/22/24	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	162.59
		I-NAT GAS 03/22/24	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	52.54
		I-NAT GAS 03/22/24	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	626.89
		I-NAT GAS 03/22/24	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	365.92
01-0578	TWIN CITY HARDWARE & LU					
		I-2402-288067	101-4192-426	SUPPLIES ANGLE BROOM WITH DP/PB	000000	22.99
		I-2402-288101	101-4192-425-14	REPAIRS - STR WALL PLATE-OUTLET PLATE/STRTS	000000	10.89
		I-2402-288148	101-4192-425-14	REPAIRS - STR WALL PLATE-TANK SPRAYER/STRTS	000000	17.39
		I-2403-288495	101-4192-426-10	SUPPLIES - LI 2 PK 3V CAM BATTERY/LIBRARY	000000	19.99
		I-2403-288741	101-4192-426-10	SUPPLIES - LI 4 PK 3V LITHIUM BATTERY/LIBRAR	000000	12.99
		I-2403-290503	101-4192-425-14	REPAIRS - STR PVC CEMENT-CLNR-ADAPTER/STRTS	000000	33.96
		I-2403-290537	101-4192-425-03	REPAIRS - BAL COUPLING-ADAPTER-PVC CMNT/BALL	000000	42.36
		I-2403-291129	101-4192-426	SUPPLIES 12 PK C PROCELL BATTERY/PB	000000	19.99

01/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9958823927	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.93
01-1502	BLACK HILLS CHEMICAL					
		I-266162	101-4192-426	SUPPLIES FOAMY SOAP-TP-GARBAGE BAGS/PB	000000	563.25
01-1626	SERVALL UNIFORM AND LIN					
		I-03/05/24 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0888686	000000	41.94
		I-03/05/24 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0888688	000000	86.18
		I-03/05/24 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/0888687	000000	62.51
		I-03/05/24 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0888670	000000	41.71
		I-03/05/24 INVOICES	101-4192-422-10	PROFESSIONAL LIBRARY / 0888672	000000	38.57
		I-03/07/24 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 0889861	000000	183.52
		I-03/07/24 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 0889862	000000	270.62
		I-03/07/24 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 0889860	000000	64.22
		I-03/07/24 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0889859	000000	39.78
		I-03/19/24 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0894085	000000	41.94
		I-03/19/24 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0894087	000000	86.18
		I-03/19/24 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/0894086	000000	62.51
		I-03/19/24 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/0895225	000000	13.89
		I-03/19/24 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0894071	000000	41.71
		I-03/19/24 INVOICES	101-4192-422-10	PROFESSIONAL LIBRARY / 0894073	000000	39.03
		I-03/21/24 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 0895250	000000	183.52
		I-03/21/24 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 0895251	000000	270.62
		I-03/21/24 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 0895249	000000	64.22
		I-03/21/24 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0895248	000000	39.78
01-1653	STURDEVANT'S AUTO PARTS					
		I-832025234	101-4192-425	REPAIRS HVAC BLOWER MOTOR/PUB BLDGS	000000	168.09
		I-832027433	101-4192-426	SUPPLIES GL PRIME GREEN 50-50/PUB BLDGS	000000	29.97
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2005152	101-4192-425-03	REPAIRS - BAL RENTAL MINI EXCAVATOR/BALLPARK	000000	524.98
01-3032	OTIS ELEVATOR COMPANY					
		I-100401502579	101-4192-422-10	PROFESSIONAL ELEV SRVC 04/01-06/30/24/LIBRA	000000	162.69
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV109727	101-4192-425-13	REPAIRS - REC INST HIGH-LOW WATER SENSE/REC	000000	4,782.22
		I-SRV109727	101-4192-425-13	REPAIRS - REC CREDIT MEMO CM003810	000000	603.22-
		I-SRV110420	101-4192-422-10	PROFESSIONAL REPL LOW WATER CUTOFF/LIBRARY	000000	1,526.53
		I-SRV110457	101-4192-425-11	REPAIRS - PAR REPL BLOWER MOTOR-CAPACIT/PARK	000000	623.12
		I-SRV110464	101-4192-425-19	REPAIRS - GAT REPL CAPACITOR ON FURN/GATEWAY	000000	161.17
01-3421	S AND C CLEANERS					
		I-03/26/24 INV 147	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-03/26/24 INV 147	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-03/26/24 INV 147	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-03/26/24 INV 147	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00

3/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3421	S AND C CLEANERS	continued				
		I-03/26/24 INV 147	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-03/26/24 INV 147	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-03/26/24 INV 282	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-03/26/24 INV 282	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-03/26/24 INV 282	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
01-3838	BLUEPEAK					
		I-PHONE 03/16/24 BP	101-4192-428	UTILITIES PARKING RAMP	000000	163.03
		I-PHONE 03/16/24 BP	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-PHONE 03/16/24 BP	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,789.48
		I-PHONE 03/16/24 BP	101-4192-428-07	UTILITIES - F FIRE HALL	000000	327.49
		I-PHONE 03/16/24 BP	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	248.37
		I-PHONE 03/16/24 BP	101-4192-428-10	UTILITIES - L LIBRARY	000000	737.68
		I-PHONE 03/16/24 BP	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	139.99
		I-PHONE 03/16/24 BP	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	0.00
		I-PHONE 03/16/24 BP	101-4192-428-14	UTILITIES - S STREET SHOP	000000	46.04
		I-PHONE 03/16/24 BP	101-4192-428-06	UTILITIES - D DAYS OF '76 GRANDSTANDS	000000	300.04
		I-PHONE 03/16/24 BP	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63
01-4057	VIEHAUSER ENTERPRISES,					
		I-50925	101-4192-425-24	REPAIRS - OUT BRING 7 CAMERAS BACK ONLINE/OS	000000	115.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1J1T-QT44-NWY6	101-4192-426	SUPPLIES DIMMABLE LED BULBS/PUB BLDGS	000000	39.88
		I-1JG4-MLTV-CKFV	101-4192-425-02	REPAIRS - ADA 26 WATT QUAD TUBE/ADAMS MUS	000000	38.53
01-4803	SUMMIT FIRE PROTECTION					
		I-115014872	101-4192-422-06	PROFESSIONAL- PUFF TEST-SEMI ANN SRVC/RODEO	000000	297.00
01-4957	ONSITE FIRST AID, LLC					
		I-3716	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	129.55
		I-3717	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	213.21
		I-3718	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	24.85
		I-3719	101-4192-422-21	PROFESSIONAL FIRST AID SUPPLIES/WELCOME	000000	36.85
		I-3721	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	135.40
		I-3722	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/POLICE DEPT	000000	68.18
		I-3723	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/HIST PRES	000000	92.80
01-5178	LEGENDARY ELECTRIC LLC					
		I-4169	101-4192-422	PROFESSIONAL REWIRE FUEL DISPENSER/FIRE DEP	000000	86.74

DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: 31,078.27

01-1424 SOUTHSIDE SERVICE

PACKET: 06565 COMBINED - 4/2/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 210 POLICE  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE		continued			
		I-60831	101-4210-425	REPAIRS TIRE REPAIR - POLICE DEPT.	000000	40.00
01-1521	SD POLICE CHIEFS' ASSO					
		I-200000601	101-4210-427	TRAVEL CONFERENCE/CHIEFS' & SHERIFFS'	000000	295.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832026675	101-4210-425	REPAIRS 6 -25 POWER BLAST - POLICE	000000	20.94
		I-832026757	101-4210-425	REPAIRS ENGINE MNT FRNT-'19 DURANGO-PD	000000	143.98
		I-832026823	101-4210-425	REPAIRS AXLE SHAFT-'19 DURANGO- POLICE	000000	129.29
01-1826	FIRST NET					
		I-287304791844X03232	101-4210-422	PROFESSIONAL MDT POLICE CARS - MAR	000000	240.24
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	92.40
01-4195	MARCO					
		I-35732308	101-4210-422	PROFESSIONAL COPIER CONTRACT- FEB - POLICE	000000	164.98
		I-35955343	101-4210-422	PROFESSIONAL COPIER CONTRACT- MAR - POLICE	000000	164.98
		I-36157864	101-4210-422	PROFESSIONAL COPIER CONTRACT - APR - POLICE	000000	170.04
01-5178	LEGENDARY ELECTRIC LLC					
		I-4169	101-4210-422	PROFESSIONAL REWIRE FUEL DISPENSER/POLICE	000000	86.73
01-5214	DALKE, BENJAMIN					
		I-03/08/2024	101-4210-427	TRAVEL FUEL REIMB.-JOB FAIR/PIERRE	000000	113.99
					DEPARTMENT 210 POLICE	TOTAL: 1,662.57
01-3855	PAPOUSEK, SONYA					
		I-03/07/2024	101-4211-426	5TH GRADE DAR REIMB.5TH GRADE DARE SUPPLIES	000000	60.61
					DEPARTMENT 211 DARE 5TH GRADE	TOTAL: 60.61
01-0578	TWIN CITY HARDWARE & LU					
		I-2403-289042	101-4221-426	SUPPLIES MEGA BAG-LADDER 5 / FIRE DEPT	000000	129.98
		I-2403-289178	101-4221-429	PUBLIC EDUCAT SMOKE ALARMS/BATTERIES- F DPT	000000	749.75
		I-2403-289510	101-4221-429	PUBLIC EDUCAT FIRE EXTINGUISHERS/FIRE PREVEN	000000	49.98
		I-2403-290110	101-4221-429	PUBLIC EDUCAT FIRE EXTINGUISHER/FIRE PREVENT	000000	24.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN1140574	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	104.74
01-1424	SOUTHSIDE SERVICE					
		I-03/18/2024	101-4221-426	SUPPLIES FUEL-LDDR 5,TRK 4 - FIRE DEPT	000000	135.17



PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		I-832026850	101-4221-426	SUPPLIES PWR HAMMER- LADDER #5/FIRE DPT	000000	90.44
		I-832026911	101-4221-425	REPAIRS HI-FLO OIL- LADDER 5/ FIRE DPT	000000	18.98
		I-832027112	101-4221-426	SUPPLIES BATTERIES-ENGINE 2 /FIRE DPT	000000	416.97
		I-832027170	101-4221-425	REPAIRS COMMAND RED,V-BELTS-LADDR 5/FD	000000	111.05
		I-832027332	101-4221-425	REPAIRS PIPE PLUG,TEE - LADDER 5/ FD	000000	9.86
		I-832027361	101-4221-425	REPAIRS LIFT SUPPORT/RFLCTR-LDDR 5- FD	000000	37.51
		I-832027466	101-4221-425	REPAIRS REFLECTOR- LADDER #5/ FIRE DPT	000000	0.50
		I-832027510	101-4221-426	SUPPLIES GREASE - LADDER #5 / FIRE DPT	000000	196.68
		I-832027651	101-4221-426	SUPPLIES WASHERS,HOSE FITTINGS-FIRE DPT	000000	311.90
		I-832027653	101-4221-426	SUPPLIES 6FP UNION- STATION / FIRE DPT	000000	3.70
01-1827	MS MAIL					
		I-14415	101-4221-422	PROFESSIONAL POSTAGE/PANCAKE FEED MAIL-FIRE	000000	185.81
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-03/18/2024	101-4221-422	PROFESSIONAL LONGEVITY AWARD - T.MOHR	000000	200.00
01-3628	BICKLE'S TRUCK & DIESEL					
		I-27975	101-4221-425	REPAIRS DIPSTK RUBBER SLEEVE-LDDR 5/FD	000000	31.97
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-3913	HEIMAN INC					
		I-0930060-IN	101-4221-425	REPAIRS BLITZFIRE NOZZLE REPAIR/FIRE D	000000	1,222.51
01-4327	JUSTICE FIRE & SAFETY					
		I-IV00281610	101-4221-422	PROFESSIONAL DISPATCH & SYSTEM MAINT.- FIRE	000000	456.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1JNL-MMRP-P1RT	101-4221-426	SUPPLIES 2 LED WORK LIGHTS - FIRE DEPT	000000	159.98
		I-1YD9-L99Y-63YD	101-4221-426	SUPPLIES COPY PAPER - FIRE DEPT	000000	39.59
01-5217	NATIONWIDE TRANSPORT SE					
		I-53991	101-4221-434	MACHINERY/EQU SHIPPING 2002 LADDER TRUCK/FD	000000	10,995.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 15,689.66
01-1003	VERIZON WIRELESS					
		I-9958823927	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 33.57

2/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE	I-INV-180075	101-4310-422-01	TIMM LANE BRI TIMM LANE / LAB TESTS	000000	383.25
01-0551	MENARD'S	I-10191	101-4310-426	SUPPLIES 3" CASTER RIGID-SWIVEL/STRTS	000000	31.96
01-0578	TWIN CITY HARDWARE & LU	C-2403-290038	101-4310-425	REPAIRS 4' T8 DL BB LED BULB/STREETS	000000	99.95-
		I-2402-287871	101-4310-425	REPAIRS SAT FOSSIL SPRAY PAINT/STRTS	000000	7.79
		I-2402-288222	101-4310-426	SUPPLIES MARKER-PLANNER-BINDER/STRTS	000000	40.94
		I-2402-288330	101-4310-426	SUPPLIES PLASTIC SPRAY BOTTLE/STREETS	000000	11.97
		I-2403-288668	101-4310-426	SUPPLIES (3) BLK FINE SHARPIES/STREETS	000000	10.47
		I-2403-288746	101-4310-426	SUPPLIES MULTI MATERIAL BIT/STREETS	000000	29.75
		I-2403-288870	101-4310-426	SUPPLIES BRS HEX NIPPLE-FEM COUPLER/STR	000000	16.98
		I-2403-288969	101-4310-426	SUPPLIES DRILL BIT-BIT SET-COBALT/STRTS	000000	61.96
		I-2403-289018	101-4310-426	SUPPLIES TORP LEVEL-WHISK BROOM/STRTS	000000	20.48
		I-2403-289129	101-4310-426	SUPPLIES IN-OUT TEMP/ORGANIZER/STRTS	000000	45.98
		I-2403-289506	101-4310-426	SUPPLIES BAR & CHAIN OIL GALLON/STRTS	000000	21.99
		I-2403-289506	101-4310-426	SUPPLIES BAR & CHAIN OIL GALLON/STRTS	000000	0.00
		I-2403-289742	101-4310-426	SUPPLIES FLOODLIGHT PHOTO CELL/STREETS	000000	16.99
		I-2403-289768	101-4310-426	SUPPLIES USBA SYNC CABLES/STREETS	000000	9.99
		I-2403-289779	101-4310-426	SUPPLIES (4) BLACK SPRAY PAINT/STREETS	000000	31.16
		I-2403-289801	101-4310-425	REPAIRS 1X12X8 PINE-L BRACKET/STREETS	000000	43.97
		I-2403-289865	101-4310-426	SUPPLIES 5.5" CLAMP LIGHT/STREETS	000000	8.99
		I-2403-290017	101-4310-425	REPAIRS 32W 4' T8 DLBB LED BULB/STRTS	000000	119.94
		I-2403-290112	101-4310-426	SUPPLIES HANDLE RAKE-LEAF RAKE/STRTS	000000	47.98
		I-2403-290186	101-4310-426	SUPPLIES PADLOCK-UNIVERSAL-MASTER/STRTS	000000	109.92
		I-2403-290629	101-4310-426	SUPPLIES HEX NUT-GR5 SCREW/STRTS	000000	41.98
		I-2403-290703	101-4310-426	SUPPLIES (2) BAGS PEA GRAVEL/STREETS	000000	13.98
		I-2403-290832	101-4310-426	SUPPLIES IN-MAT SELECT GRADE PHOTO/STRT	000000	53.98
		I-2403-290953	101-4310-426	SUPPLIES 12 GAL WET-DRY VAC/STREETS	000000	124.99
01-0782	JACOBS PRECISION WELDIN	I-30981	101-4310-425	REPAIRS 2 BENT CHANNEL 2X2X1/8 12'/ST	000000	217.37
		I-30982	101-4310-426	SUPPLIES 4"X11 GA ROUND TUBING 15'/STR	000000	192.86
		I-30983	101-4310-425	REPAIRS BENT CHANNEL 2X2X1/8 ANGLE/STR	000000	217.37
01-1003	VERIZON WIRELESS	I-9958823927	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1171	A & B BUSINESS SOLUTION	I-IN1140576	101-4310-424	RENTALS CONTRACT COPIER RENTAL/STREETS	000000	79.26
01-1230	INTERSTATE ALL BATTERY	I-1901001023721	101-4310-426	SUPPLIES (10) HSL0925 IB 6 9 SLA 250/ST	000000	219.00
01-1333	DEADWOOD ELECTRIC	I-23106	101-4310-425	REPAIRS WORK ON 4 LANE STR LIGHT/STRTS	000000	780.88

2/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1358	STAN HOUSTON EQUIP.CO.I	I-2429350	101-4310-426	SUPPLIES (10) PERMAPATCH 60# BAGS/STRTS	000000	219.50
01-1410	WESTERN COMMUNICATIONS,	I-20002	101-4310-426	SUPPLIES (8) BATTERY CP185 1900 LI/STRE	000000	450.00
01-1500	A & B WELDING	I-01087587	101-4310-426	SUPPLIES COMP GAS ARGON, CO2/STRTS	000000	89.65
		I-01087588	101-4310-426	SUPPLIES OXYGEN COMPRESSED/STRTS	000000	49.00
01-1653	STURDEVANT'S AUTO PARTS	C-832026481	101-4310-426	SUPPLIES TRANSFER CASE-MARKER-BRAKE/STR	000000	150.13-
		I-832026437	101-4310-426	SUPPLIES TRANSFER CASE MOTOR/STRTS	000000	199.99
		I-832026447	101-4310-426	SUPPLIES TRANSFER CASE/STREETS	000000	18.00
		I-832026594	101-4310-426	SUPPLIES BLOWER MOTOR ASSY/STREETS	000000	287.99
		I-832026722	101-4310-426	SUPPLIES 64 OZ DIESEL DEEP CLEAN/STRTS	000000	65.99
		I-832026724	101-4310-426	SUPPLIES QT HUB OIL/STREETS	000000	10.99
		I-832026756	101-4310-426	SUPPLIES FUEL FILTER/STREETS	000000	72.16
		I-832026782	101-4310-426	SUPPLIES 2 TON HYDRAULIC BOTT/STRTS	000000	24.95
		I-832026824	101-4310-426	SUPPLIES GLVS-FUNNEL-8 QT DISP-LID/STRT	000000	193.37
		I-832026959	101-4310-426	SUPPLIES MINIATURE LAMP/STREETS	000000	2.84
		I-832027160	101-4310-426	SUPPLIES 6 TON JACK STAND/STREETS	000000	104.95
		I-832027558	101-4310-426	SUPPLIES BLUE CORRAL CAR WASH/STREETS	000000	7.49
		I-832027579	101-4310-426	SUPPLIES O RING/STREETS	000000	3.49
		I-832027798	101-4310-426	SUPPLIES MAX LED WOR/STREETS	000000	38.55
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2004971	101-4310-426	SUPPLIES BAR-CHAIN-WEDGE VARIOUS/STRTS	000000	249.71
01-3563	JANKE AND SONS TRUCKING	I-INV0367	101-4310-422	PROFESSIONAL PLOW-SAND 1/5-1/8/24/STRTS	000000	1,625.00
01-3877	MUTUAL OF OMAHA	I-001679122653	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.03
01-3978	TRANS SUPPLY	I-7706	101-4310-426	SUPPLIES (5) SOLAR BARRICADE LIGHT/STRT	000000	469.75
01-4711	AMAZON CAPITAL SERVICES	I-1VNW-X67V-PHCL	101-4310-426	SUPPLIES COPIER PAPER/STREETS	000000	18.91
01-5178	LEGENDARY ELECTRIC LLC	I-4158	101-4310-422	PROFESSIONAL REPLACE POLE LIGHT HEADS/STRTS	000000	1,224.49
		I-4160	101-4310-422	PROFESSIONAL TROUBLE SHOT POLE LIGHT/STRTS	000000	173.47
		I-4169	101-4310-422	PROFESSIONAL REWIRE FUEL DISPENSER/STRTS	000000	43.37

DEPARTMENT 310 STREETS TOTAL: 8,473.46

2/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE					
		I-INV-180960	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK RESTORATION	000000	2,746.75
01-0563	RCS CONSTRUCTION					
		I-PAYAPP#6-3/26/24	101-4520-422-01	PROF SERV- FE PAY APP#6-WHITEWD CRK RESTORAT	000000	835,324.24
01-0578	TWIN CITY HARDWARE & LU					
		I-2403-288735	101-4520-426	SUPPLIES REBAR GRD 40-CUTTING CHG/PARKS	000000	6.69
		I-2403-289554	101-4520-426	SUPPLIES (3) 4X4X8 BROWN TREATED/PARKS	000000	74.97
		I-2403-289639	101-4520-426	SUPPLIES (10) LAWN SOIL/PARKS	000000	89.90
		I-2403-289653	101-4520-426	SUPPLIES SANDING-SANDPAPER/PARKS	000000	12.98
		I-2403-289979	101-4520-426	SUPPLIES ROCK WALL PLATE-PAINT/PARKS	000000	20.07
		I-2403-290704	101-4520-426	SUPPLIES BLK STRAP FSTENER/PARKS	000000	29.98
01-0677	LAWSON PRODUCTS, INC.					
		I-9311373397	101-4520-426	SUPPLIES WORKLIGHT-GRND-CUT OFF WHEEL/P	000000	272.18
01-1171	A & B BUSINESS SOLUTION					
		I-IN1140577	101-4520-424	RENTALS CONTRACT 3/21-4/20/24/PARKS	000000	153.42
01-1502	BLACK HILLS CHEMICAL					
		I-264759	101-4520-426	SUPPLIES (49) SNOW PLOW ICE MELT/PARKS	000000	587.51
01-1653	STURDEVANT'S AUTO PARTS					
		C-832026323	101-4520-426	SUPPLIES 5 QT-QT 5W20 SYTHETIC/PARKS	000000	10.00-
		C-832026440	101-4520-426	SUPPLIES AIR DOMESTIC-FILTER-MOTOR/PARK	000000	17.38-
		C-832026936	101-4520-426	SUPPLIES BRACKETED CALIPERS/PARKS	000000	333.34-
		I-832026310	101-4520-426	SUPPLIES SYNTH 5E20-OIL -AIR FILTER/PAR	000000	141.89
		I-832026441	101-4520-426	SUPPLIES (2) QT PM 5W30 CONVENTION/PARK	000000	11.98
		I-832026810	101-4520-426	SUPPLIES FLOOR DRY-BLOWER MOTOR/PARKS	000000	58.94
		I-832026842	101-4520-426	SUPPLIES BRACKET CALIPER-BRAKE ROTOR/PR	000000	566.86
		I-832026844	101-4520-426	SUPPLIES CALIPER BRACKET-REAR BRAKE/PRK	000000	662.29
		I-832027198	101-4520-426	SUPPLIES (2) 12 OZ AERO CARB MEDI/PARKS	000000	6.98
		I-832027691	101-4520-426	SUPPLIES (3) QT MAG 1 SNOW PLOW/PARKS	000000	25.47
01-3094	BOMGAARS					
		I-57242935	101-4520-426	SUPPLIES UTILITY FABRIC/PARKS	000000	139.99
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90
01-3977	ACE HARDWARE OF LEAD					
		I-036522	101-4520-426	SUPPLIES SPRAYPAINT ACE GLS BURGUNDY/PA	000000	21.56
		I-036548	101-4520-426	SUPPLIES (12) CONCRETE MIX FASTSET/PARK	000000	140.28
		I-036555	101-4520-426	SUPPLIES STIHL FILTER/PARKS	000000	5.40
		I-036563	101-4520-425	REPAIRS (2) REPAIR COUPLING/PARKS	000000	41.38
		I-036576	101-4520-426	SUPPLIES (3) CONCRETE FASTSET MIX/PARKS	000000	35.07
		I-036591	101-4520-426	SUPPLIES ONE WRAP TIE ROLL/PARKS	000000	38.84
		I-036595	101-4520-426	SUPPLIES EDGEGUARD SPREADER/PARKS	000000	94.99

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		I-11YR-LC4C-NNP9	101-4520-426	SUPPLIES HIGH DENSITY FOAM 1" THICK/PAR	000000	293.71
		I-1VNW-X67V-PHCL	101-4520-426	SUPPLIES WEED KILLER/PARKS	000000	501.80
01-5178	LEGENDARY ELECTRIC LLC					
		I-4169	101-4520-422	PROFESSIONAL REWIRE FUEL DISPENSER/PARKS	000000	86.73
					DEPARTMENT 520 PARKS	TOTAL: 841,875.03
01-3877	MUTUAL OF OMAHA					
		I-001679122653	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4871	SCHNERINGER, CINDY					
		I-007	101-4640-422	PROFESSIONAL CONTRACT SERVICES 3/9-3/26/24	000000	700.00
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 706.60
					FUND 101 GENERAL FUND	TOTAL: 899,937.86

3/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN1140874	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	67.30
01-1562	MIDWEST TAPE, LLC	I-505123580	206-4550-434	COLLECTION DE DIGITAL BOOKS/MOVIES - LIBRAR	000000	94.45
		I-505159767	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	15.74
		I-505196229	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	18.74
01-1613	THE LIBRARY STORE, INC.	C-667866 - CR	206-4550-426	SUPPLIES CR ON SECURITY DVD CASES-LIBR	000000	50.00-
		I-6062118 - A	206-4550-426	SUPPLIES SECURITY DVD CASES - LIBRARY	000000	744.60
		I-663800 - A	206-4550-435	FURNITURE/FIX WOODEN COUNTERTOP DISPLAY-LIBR	000000	179.95
01-3877	MUTUAL OF OMAHA	I-001679122653	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-3887	BLACK HILLS LIBRARY CON	I-240321-01	206-4550-422	PROFESSIONAL TAX PREP/SCY STATE FILING-LIBR	000000	2.99
01-5138	PAWLUS, CRYSTAL	I-03/14/24	206-4550-427	TRAVEL MILEAGE-TRAINING/SUMMER PROGRM	000000	20.40
01-5196	TOLAR, JESSICA	I-03/07/2024	206-4550-427	TRAVEL LIBRARY COURIER SERVICES	000000	13.15
01-5213	THE MIGHTY BOWTONES, LL	I-7337	206-4550-434	COLLECTION DE SUBSCRIPTION - LIBRARY	000000	30.00
					DEPARTMENT 550 LIBRARY	TOTAL: 1,141.61
					FUND 206 LIBRARY FUND	TOTAL: 1,141.61

3/29/2024 2:43 PM  
 PACKET: 06565 COMBINED - 4/2/24  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL					
		I-266066	209-4510-426	SUPPLIES NITRILE GLOVE-CLARIO-TOWEL/REC	000000	512.16
		I-266155	209-4510-426	SUPPLIES (49) SOFTENER SALT/REC CENTER	000000	487.55
01-1909	AMERICAN RED CROSS TRAI					
		I-22668779	209-4510-422	PROFESSIONAL (4) LIFEGUARDING REVIEW/REC	000000	184.00
01-2645	HAWKINS INC					
		I-6712202	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	950.88
01-3877	MUTUAL OF OMAHA					
		I-001679122653	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	16.50
01-4317	VIGILANT BUSINESS SOLUT					
		I-2349	209-4510-422	PROFESSIONAL SCREENING	000000	117.25
01-4711	AMAZON CAPITAL SERVICES					
		I-1Q1H-9VXY-9NG1	209-4510-426	SUPPLIES DISPOSABLE COPS/REC	000000	49.98
01-5215	A-1 MECHANICAL					
		I-03/21/24 REC CENT	209-4510-425	REPAIRS CALDERA LOW FLOW HEATER/REC	000000	1,629.00
DEPARTMENT 510 REC CENTER						TOTAL: 3,947.32
01-0475	DEADWOOD CHAMBER & VISI					
		I-03/26/24	209-4980-422	PROFESSIONAL BILL LIST THRU 4/1/24 - B&B	000000	14,216.13
		I-03/26/24	209-4980-422	PROFESSIONAL BILL LIST FOR 4/1/24 -EV CMLX	000000	5,606.25
		I-040124	209-4980-422	PROFESSIONAL EVENT COMPLX MANGEMENT FUNDS	000000	17,500.00
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 37,322.38
FUND 209 BED & BOOZE FUND						TOTAL: 41,269.70

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-03/26/2024	211-4630-423	MARKETING BID #9 FUNDING	000000	50,000.00
					DEPARTMENT 630 BID #9	TOTAL: 50,000.00
					FUND 211 BID #9	TOTAL: 50,000.00



PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-03/26/2024	212-4630-423	MARKETING BID#8 CONVENTION SALES	000000	2,057.65
01-4015	LIBBY PRODUCTIONS, LLC	I-687	212-4630-423	MARKETING PBR TITLE SPONSORSHIP	000000	25,000.00
		I-687	212-4630-423	MARKETING PBR BULL RIDER FEES	000000	11,000.00
01-4943	WESTERN LEGACY FOUNDATI	I-BWB2126	212-4630-423	MARKETING BID#8 SPONSOR-BACK WHEN BUCKED	000000	25,000.00
DEPARTMENT 630 BID 8						TOTAL: 63,057.65
FUND 212 BID #8 (Business Improve)						TOTAL: 63,057.65

PACKET: 06565 COMBINED - 4/2/24  
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-03/26/24	213-4630-423	MARKETING	BILL LIST THRU 4/1/24 -BID 1-6 000000	44,240.82
				DEPARTMENT 630	BID	TOTAL: 44,240.82
				FUND 213	BID #1-6 (Business Imprv)	TOTAL: 44,240.82

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-040124	215-4572-215	VISITOR MGMT EVENT COMPLX MANGEMENT FUNDS	000000	1,092.68
		I-040124	215-4572-210	VISITOR MGMT EVENT COMPLX MANGEMENT FUNDS	000000	2,827.79
01-0951	DEADWOOD ALIVE					
		I-1200-24	215-4572-235	VISITOR MGMT MARCH 2024	000000	10,000.00
01-1971	CUSTER COUNTY HISTORICA					
		I-2024-401	215-4572-235	VISITOR MGMT 150TH ANNV CUSTER EXPEDITION	000000	2,500.00
01-2742	LEAD-DEADWOOD BASEBALL					
		I-2024-14	215-4572-235	VISITOR MGMT 4X8 SIGN SPONSORSHIP (RENEWAL)	000000	250.00
01-5216	WILD WEST HISTORY ASSOC					
		I-032624	215-4572-235	VISITOR MGMT 10 COPIES SETH BULLOCK MAGAZIN	000000	227.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 16,897.47
01-4319	AMERICAN ASSN. FOR STAT					
		I-030624	215-4573-330	HIST. INTERP. 2024 MEMBERSHIP	000000	118.00
01-5197	TWO BIT ORIGINALS, LLC					
		I-1007-24	215-4573-330	HIST. INTERP. PRISM GLASS TILES	000000	1,424.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL: 1,542.00
01-5179	TECHNOLOGY INC					
		I-1620	215-4577-705	CAPITAL ASSET CAMERAS AT LIBRARY	000000	10,052.84
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						10,052.84
01-1003	VERIZON WIRELESS					
		I-9958823927	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3877	MUTUAL OF OMAHA					
		I-001679122653	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4491	SD SCHOOL OF MINES & TE					
		I-62708	215-4641-427	TRAVEL INTRO TO ARCGIS WORKSHOP	000000	550.00
DEPARTMENT 641 OFFICE HIST. PRES.						TOTAL: 616.41
FUND 215 HISTORIC PRESERVATION						TOTAL: 29,108.72

PACKET: 06565 COMBINED - 4/2/24  
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		
01-1496	LAWRENCE CO. REGISTER O	I-032124	216-4653-962-03	WINDOWS GRANT RE-RECORD 33 JACKSON	000000	30.00		
01-5051	SODAK TITLE	I-OE-0133-24	216-4653-960	CLOSING CO O&E 33 1/2 JACKSON JULIUS	000000	120.00		
					DEPARTMENT 653	REVOLVING LOAN	TOTAL:	150.00
					FUND 216	REVOLVING LOAN	TOTAL:	150.00

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM	I-03/18/24 INVOICE	602-4330-425	REPAIRS POUR-FINISH PANEL LOW MAIN/WTR	000000	2,255.00
01-0578	TWIN CITY HARDWARE & LU	I-2403-290396	602-4330-426	SUPPLIES ELECTRICAL/WATER	000000	3.99
		I-2403-290614	602-4330-426	SUPPLIES (4) BAGS PLAY SAND/WATER	000000	35.96
		I-2403-290637	602-4330-426	SUPPLIES (8) BAGS PLAY SAND/WATER	000000	71.92
		I-2403-290662	602-4330-426	SUPPLIES SILICA SAND-QUANTITY FIX/WATER	000000	13.98
01-0828	USA BLUEBOOK	I-INV00300464	602-4330-426	SUPPLIES LIFTER-LIQUID DPD1A-3/WATER	000000	126.67
01-1003	VERIZON WIRELESS	I-9958823927	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9958823927	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9958823927	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.08
		I-9958823927	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.93
		I-9958823927	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.93
01-1171	A & B BUSINESS SOLUTION	I-IN1140576	602-4330-424	RENTALS CONTRACT COPIER RENTAL/WATER	000000	79.25
01-1365	SD PUBLIC HEALTH LAB	I-10614432	602-4330-422	PROFESSIONAL MONTHLY COLIFORM TESTING/WTR	000000	30.00
01-1653	STURDEVANT'S AUTO PARTS	I-832026956	602-4330-425	REPAIRS SYN BLEND-ROTOR-BRAKE-FILTER/W	000000	354.52
		I-832027161	602-4330-425	REPAIRS ENGINE AIR FILTER/WATER	000000	48.06
01-3736	METERING & TECHNOLOGY S	I-INV4576	602-4330-426	SUPPLIES HOUSING-GASKET-WIRE-BRACKET/WT	000000	3,380.26
		I-INV4640	602-4330-426	SUPPLIES (10) PLASTIC HOUSING/WATER	000000	113.07
		I-INV4696	602-4330-426	SUPPLIES (8) PLASTIC O-RINGS/WATER	000000	49.90
01-3877	MUTUAL OF OMAHA	I-001679122653	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
01-4711	AMAZON CAPITAL SERVICES	I-1VNW-X67V-PHCL	602-4330-426	SUPPLIES COPIER PAPER/WATER	000000	18.91
01-5178	LEGENDARY ELECTRIC LLC	I-4169	602-4330-422	PROFESSIONAL REWIRE FUEL DISPENSER/WATER	000000	43.36
					DEPARTMENT 330 WATER	TOTAL: 7,061.66
					FUND 602 WATER FUND	TOTAL: 7,061.66

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3785	TALLGRASS LANDSCAPE ARC	I-2024-032	607-4580-422	PROFESSIONAL 2023 MM CEM PRES IMPROVEMENTS	000000	390.00
01-3838	BLUEPEAK	I-TELEPHONE 03/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	168.23
		I-TELEPHONE 03/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-TELEPHONE 03/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60
01-4779	AMERICAN LEGION EMBLEM	I-2048024A	607-4580-426	SUPPLIES (3) 12X18 CTN US FLAGS/CEMETER	000000	486.95
DEPARTMENT 580 HISTORIC CEMETERIES TOTAL:						1,211.65
FUND 607 HISTORIC CEMETERIES TOTAL:						1,211.65

PACKET: 06565 COMBINED - 4/2/24

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
01-1003	VERIZON WIRELESS					
		I-9958823927	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9958823927	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.79
01-1653	STURDEVANT'S AUTO PARTS					
		I-832026459	610-4360-426	SUPPLIES 11 TRICO EXACT FIT/P&T	000000	12.20
01-3877	MUTUAL OF OMAHA					
		I-001679122653	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4709	TRAFFIC LOGIX CORP					
		I-SIN24256	610-4360-422	PROFESSIONAL WD ANNUAL 03/01-03/01/25/P&T	000000	1,500.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						1,701.10
01-0545	LYNN'S DAKOTA MART					
		I-03/18/24 STATEMENT	610-4361-426	SUPPLIES (8) 24 PK BOTTLED WATER/TROLLE	000000	47.92
01-0551	MENARD'S					
		I-10181	610-4361-426	SUPPLIES CEDARTONE AC2-SCREWS/TROLLEY	000000	275.50
01-0578	TWIN CITY HARDWARE & LU					
		I-2403-290631	610-4361-426	SUPPLIES FAN FORCED HEATER/TROLLEY	000000	23.99
01-1424	SOUTHSIDE SERVICE					
		I-5427	610-4361-426	SUPPLIES 31.343 GAL FUEL/TROLLEY	000000	94.00
		I-5428	610-4361-426	SUPPLIES 22.674 GA FUEL/TROLLEY	000000	68.00
		I-5429	610-4361-426	SUPPLIES 15.004 GAL FUEL/TROLLEY	000000	45.00
		I-5430	610-4361-426	SUPPLIES 16.339 GALS FUEL/TROLLEY	000000	49.00
		I-5440	610-4361-426	SUPPLIES 25.42 GA FUEL/TROLLEY	000000	81.32
		I-5468	610-4361-426	SUPPLIES 34.177 GAL OF FUEL/TROLLEY	000000	109.33
01-1483	KNECHT HOME CENTER					
		I-10347061	610-4361-425	REPAIRS (2) SEL STRUCT HEM FIR/TROLLEY	000000	26.36
01-1653	STURDEVANT'S AUTO PARTS					
		I-832026432	610-4361-425	REPAIRS LED DOME-HOSE WHIP/TROLLEY	000000	117.98
01-3877	MUTUAL OF OMAHA					
		I-001679122653	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4036	SCOTT PETERSON MOTORS O					
		I-5017908	610-4361-425	REPAIRS WIRE ASSY IGNITION/TROLLEY	000000	258.88
01-5178	LEGENDARY ELECTRIC LLC					
		I-4169	610-4361-422	PROFESSIONAL REWIRE FUEL DISPENSER/P&T TROL	000000	86.74
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,293.92

PACKET: 06565 COMBINED - 4/2/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-001679122653	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	6.60
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	3,001.62
					REPORT GRAND TOTAL:	1,140,181.29



# MAYOR'S PROCLAMATION

## National Library Week

**WHEREAS**, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

**WHEREAS**, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, self-identification, or socio-economic status;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

**WHEREAS**, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

**WHEREAS**, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital access to resources for present and future generations;

**WHEREAS**, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I, Mayor Dave Ruth, Jr., proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day.

---

Mayor, David Ruth Jr.

# Arbor Day Proclamation

- Whereas,* In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I, David Ruth, Mayor of the City of Deadwood S.D., do hereby proclaim April 19, 2024 as

## Arbor Day

in the City of Deadwood SD, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor



March 5, 2024

City Council and Management  
 City of Deadwood, South Dakota  
 102 Sherman Street  
 Deadwood, South Dakota 57732

Please allow us to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This letter constitutes an agreement between the City of Deadwood, South Dakota (the City) and Casey Peterson, LTD.

We will assist the City in preparing for the **2022** audit. Our services will include:

- preparing audit workpapers;
- reviewing account reconciliations;
- preparing account reconciliations where not already performed by staff; and
- analyzing account balances to identify errors and identifying the journal entries necessary to correct those errors.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

Our fees for these services are based on time spent and will be calculated at our regular hourly rates as listed below:

Associate Staff	\$145
Senior Staff	\$180
Manager	\$200
Shareholder	\$250

You will also be billed for travel costs, if applicable. We anticipate our fees for these services will not exceed \$20,000. If it is determined our fees will exceed this amount, we will obtain approval from management and/or the City Council before proceeding with our work and incurring the additional fees. Invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

This engagement does not contemplate the preparation of financial statements. Any additional accounting services not listed above will be outlined in a separate engagement letter and billed separately.

[WWW.CASEYPETERSON.COM](http://WWW.CASEYPETERSON.COM)

City of Deadwood, South Dakota  
March 5, 2024  
Page 2 of 3

We value every one of our clients as well as every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request you do not solicit our employees to work for you. Casey Peterson, LTD reserves the right to charge a finder's fee of up to 50% of the annual salary for any employees solicited and hired by you.

In connection with this engagement, we may communicate with you or others via personal fax or e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure or communication of e-mail transmissions, or the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep electronic records related to this engagement for seven years. Casey Peterson, LTD does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Casey Peterson, LTD does not accept responsibility for hosting client information. Therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Casey Peterson, LTD shall be free to destroy our records related to this engagement.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your confidential information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. The costs of any mediation proceeding shall be shared equally by all parties.

City of Deadwood, South Dakota  
March 31, 2023  
Page 3 of 3

The City and Casey Peterson, LTD both agree that any dispute over fees charged by Casey Peterson, LTD to the City will be submitted for resolution by arbitration in accordance with the American Arbitration Association’s applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of the applicable state. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign it and return it to us.

Sincerely,

*Casey Peterson, LTD*

Casey Peterson, LTD

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Deadwood South Dakota by:

Signature \_\_\_\_\_

Title (Management Representative) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title (City Council Representative) \_\_\_\_\_

Date \_\_\_\_\_



Ketel Thorstenson, LLP  
810 Quincy Street Rapid City, SD 57701  
P: 605.342.5630 | F: 605.342.2172  
E: info@ktllp.com

March 20, 2024

City Commission  
Jessica McKeown, Finance Officer  
102 Sherman Street  
Deadwood, SD 57732

Dear City Commission and Finance Officer McKeown:

We are pleased to confirm our understanding of the services we are to provide for the City of Deadwood (the City) for the year ended December 31, 2021.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the entity's basic financial statements as of and for the year end stated above. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The City has elected to omit all Required Supplementary Information, including the Management Discussion and Analysis (MD&A), Budgetary Comparison Schedules, Schedule of the City's Proportionate Share of the Net Pension Asset (Liability), and Schedule of the City Contributions.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2), fraudulent financial reporting, (3) misappropriation of assets, or (4) violation of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although our audit planning has not yet been concluded, we anticipate the following significant risks of material misstatement will be identified:

1. Revenue recognition
2. Management override of controls

If we conclude that the above risks are no longer significant or if new significant risks are identified, we will communicate those to you as part of our planning process.

Our audit of the financial statements does not relieve you of your responsibilities.

**Audit Procedures – Internal Control**

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will assist in preparing the financial statements and related notes, including GASB 34 adjustments, of the City in conformity with GAAP based on information provided by you. There are no other non-audit services provided by Ketel Thorstenson, LLP and its affiliates.

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation and any other non-audit services we provide. You will be required to acknowledge in the management representation letter the services provided and that you have evaluated the adequacy of the services and reviewed and approved the results of the services and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.



Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

Jeff Yennie is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in April 2024 and to issue our reports soon thereafter.

We understand that your employees or outsourced accountants will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate. If the engagement is rescheduled due to lack of providing enough information in a timely manner, we may assess a rescheduling fee up to 10 percent of your service fee, with a minimum rescheduling fee of \$1,000. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining your approval.

We will provide PDF copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will utilize portals, collaborative, virtual workspaces in a protected, online environment. Our portals permit real-time collaboration across geographic boundaries and time zones and allow us to share data, engagement information, knowledge, and deliverables in a protected environment. To use the portals, you may be required by the provider of portals to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of the portals and agree to indemnify and hold us harmless with respect to all claims arising from your misuse of the portals.

You are responsible for maintaining your own copy of information provided on the portals. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on the portals may be deleted at any time.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal or encrypted email, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

In providing our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Ketel Thorstenson, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our audit personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Your acceptance of this engagement letter will serve as your advance consent to our compliance with these requests. We may bill you separately for our time and expenses in responding to any such requests.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by your oversight or grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

Our professional fees for the services outlined above will be based upon the complexity of the work to be performed and our professional time, not to exceed \$35,000, plus applicable sales tax. Professional time spent depends on the timely delivery, availability, quality, and completeness of the information you provide to us. If you choose to have us maintain lease calculations and schedules, an additional fee of \$150 per lease will be billed. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You will also be billed for travel and other out-of-pocket costs such as postage. We will provide you with an electronic copy of the financial statements. If you elect to have paper copies produced by us, they will be billed at \$25 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Our audit engagement ends on delivery of our audit report. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter and will be billed separately each month.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the City in legal, administrative, arbitration, or similar proceedings to which we are not a party, the City shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the state noted above.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

You acknowledge we have invested time and money into developing and training our personnel. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of fifty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract, when requested by you. Our September 23, 2022, peer review report accompanies this letter.

We understand that our services are subject to advance approval by the Auditor General. Such approval should be requested by you directly to the Auditor General.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to you. Please sign below and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our engagement, and our respective responsibilities.

Sincerely,

KETEL THORSTENSON, LLP



Jeff T. Yennie, CPA, CVA  
Partner

-----  
This letter correctly sets forth our understanding of our contract. I have read it and fully understand its terms and provisions.

Management Signature: \_\_\_\_\_

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

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

Governance Signature: \_\_\_\_\_

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

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

## Report on the Firm's System of Quality Control

To the Partners of Ketel Thorstenson, LLP  
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP (the Firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ketel Thorstenson, LLP has received a peer review rating of *pass*.

*Anderson Zurmuehlen + Co, P.C.*

Billings, Montana  
September 23, 2022



Ketel Thorstenson, LLP  
810 Quincy Street Rapid City, SD 57701  
P: 605.342.5630 | F: 605.342.2172  
E: info@ktllp.com

March 20, 2024

City Commission  
Jessica McKeown, Finance Officer  
102 Sherman Street  
Deadwood, SD 57732

Dear City Commission and Finance Officer McKeown:

We are pleased to confirm our understanding of the services we are to provide for the City of Deadwood (the City) for the year ended December 31, 2022.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the entity's basic financial statements as of and for the year end stated above. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The City has elected to omit all Required Supplementary Information, including the Management Discussion and Analysis (MD&A), Budgetary Comparison Schedules, Schedule of the City's Proportionate Share of the Net Pension Asset (Liability), and Schedule of City Contributions.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.



**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2), fraudulent financial reporting, (3) misappropriation of assets, or (4) violation of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although our audit planning has not yet been concluded, we anticipate the following significant risks of material misstatement will be identified:

1. Revenue recognition
2. Management override of controls

If we conclude that the above risks are no longer significant or if new significant risks are identified, we will communicate those to you as part of our planning process.

Our audit of the financial statements does not relieve you of your responsibilities.

**Audit Procedures – Internal Control**

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will assist in preparing the financial statements and related notes, including GASB 34 adjustments, of the City in conformity with GAAP based on information provided by you. There are no other non-audit services provided by Ketel Thorstenson, LLP and its affiliates.

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation and any other non-audit services we provide. You will be required to acknowledge in the management representation letter the services provided and that you have evaluated the adequacy of the services and reviewed and approved the results of the services and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

Jeff Yennie is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in June 2024 and to issue our reports soon thereafter.

We understand that your employees or outsourced accountants will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate. If the engagement is rescheduled due to lack of providing enough information in a timely manner, we may assess a rescheduling fee up to 10 percent of your service fee, with a minimum rescheduling fee of \$1,000. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining your approval.

We will provide PDF copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will utilize portals, collaborative, virtual workspaces in a protected, online environment. Our portals permit real-time collaboration across geographic boundaries and time zones and allow us to share data, engagement information, knowledge, and deliverables in a protected environment. To use the portals, you may be required by the provider of portals to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of the portals and agree to indemnify and hold us harmless with respect to all claims arising from your misuse of the portals.

You are responsible for maintaining your own copy of information provided on the portals. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on the portals may be deleted at any time.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal or encrypted email, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

In providing our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Ketel Thorstenson, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our audit personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Your acceptance of this engagement letter will serve as your advance consent to our compliance with these requests. We may bill you separately for our time and expenses in responding to any such requests.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by your oversight or grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

Our professional fees for the services outlined above will be based upon the complexity of the work to be performed and our professional time, not to exceed \$35,000, plus applicable sales tax. Professional time spent depends on the timely delivery, availability, quality, and completeness of the information you provide to us. If you choose to have us maintain lease calculations and schedules, an additional fee of \$150 per lease will be billed. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You will also be billed for travel and other out-of-pocket costs such as postage. We will provide you with an electronic copy of the financial statements. If you elect to have paper copies produced by us, they will be billed at \$25 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Our audit engagement ends on delivery of our audit report. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter and will be billed separately each month.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the City in legal, administrative, arbitration, or similar proceedings to which we are not a party, the City shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the state noted above.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

You acknowledge we have invested time and money into developing and training our personnel. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of fifty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract, when requested by you. Our September 23, 2022, peer review report accompanies this letter.

We understand that our services are subject to advance approval by the Auditor General. Such approval should be requested by you directly to the Auditor General.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to you. Please sign below and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our engagement, and our respective responsibilities.

Sincerely,

KETEL THORSTENSON, LLP



Jeff T. Yennie, CPA, CVA  
Partner

-----  
This letter correctly sets forth our understanding of our contract. I have read it and fully understand its terms and provisions.

Management Signature: \_\_\_\_\_

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

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

Governance Signature: \_\_\_\_\_

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

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

## Report on the Firm's System of Quality Control

To the Partners of Ketel Thorstenson, LLP  
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP (the Firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.



**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ketel Thorstenson, LLP has received a peer review rating of *pass*.

*Anderson Zurmuehlen + Co, P.C.*

Billings, Montana  
September 23, 2022

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



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

## **MEMORANDUM**

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**Date:** March 29 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2024 Four Points Hotel Faunal Analysis Project

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The Historic Preservation Office is requesting permission to hire independent contractor Robert Bozell of Lincoln, Nebraska to analyze the faunal assemblage from the 2019-2020 Four Points Hotel archaeological assemblage (39LA3000.2019.02) and develop a final report on the identification of said materials.

In 2021, the Deadwood Historic Preservation Commission hired Mr. Bozell to author the final report on the faunal assessment of Feature 28, a trash midden from the 2002 Deadwood Chinatown excavation. As a continuation of the faunal analysis from Deadwood's Chinatown, Mr. Bozell submitted the attached proposal for \$3,500.00 via email (see Attachment #A). If approved the funding for this project will come out of the 2024 HP Archaeological line item.

The Historic Preservation Commission reviewed this request at their March 27, 2024 meeting and recommend approval.

### **RECOMMENDATION:**

Move to allow the Historic Preservation Office to enter into a contract with independent contractor Robert Bozell of Lincoln, Nebraska to complete the final faunal analysis from the Four Points Hotel archaeological project. The cost for this project will not exceed the amount of \$3,500.00 and will come out of the 2024 HP Archaeological line item.

P: (605) 578-2082  
F: (605) 578-2084

---

**From:** Michael Runge  
**Sent:** Tuesday, November 21, 2023 1:16 PM  
**To:** Rob Bozell <[rbozell22@hotmail.com](mailto:rbozell22@hotmail.com)>  
**Cc:** Kevin Kuchenbecker <[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)>; Bonny Anfinson <[Bonny@cityofdeadwood.com](mailto:Bonny@cityofdeadwood.com)>  
**Subject:** RE: Four Points Fauna

Good afternoon Rob:

Enclosed please find the inventory sheets from 39LA3000 – 2019.02 FourPoint Hotel archaeology faunal identification. I am cc'ing Kevin Kuchenbecker and Bonny Anfinson into this email as well, so they are up to speed with your below proposal. Once I receive permission, I will develop a contract for you to sign for this project.

If you have any questions, feel free to call or email at your convenience.  
Best and Happy Thanksgiving,  
Mike

Michael Runge  
City Archivist / Collections Manager  
108 Sherman Street  
Deadwood, SD 57732

P: (605) 578-2082  
F: (605) 578-2084

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**From:** Rob Bozell <[rbozell22@hotmail.com](mailto:rbozell22@hotmail.com)>  
**Sent:** Wednesday, November 8, 2023 9:49 AM  
**To:** Michael Runge <[Michael@cityofdeadwood.com](mailto:Michael@cityofdeadwood.com)>  
**Subject:** Four Points Fauna

Hi Mike,

Great visiting with you! I am interested in doing the Four Points fauna. I'm thinking January - December 2024 to do the sorting, analysis and identifications for \$2500 and then the report due by July 2025 for another \$1000. Let me know if this seems doable with your budget and schedule and we can work up an agreement etc.

When you get a chance, make me a photocopy of those catalog sheets in the boxes.

Thanks!  
Rob

Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson,  
 & Ashmore, LLP  
 PO Box 8045  
 Rapid City, SD 57709  
 605-342-1078

## **TERMPORARY CONSTRUCTION AND PERMANENT DRAINAGE EASEMENT**

THIS EASEMENT is made and entered into this 27<sup>th</sup> day of March, 2024, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and Steven R. Jobman and Sherry A. Jobman, Trustees, Jobman Living Trust, 3 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Tract 1A of the Deadwood Gulch Addition II, formerly Tract 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck’s Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II, a portion of vacated McDonald Street and a portion of Lot 23 of Peck’s Garden Subdivision, City of Deadwood, Lawrence County, South Dakota according to Plat recorded as Document No. 2018-03908 and surveyors affidavits recorded as Document No. 2018-04074 and Document No. 2018-04126, subject to all covenants, conditions, restrictions, reservations, agreements, easements and rights-of-way of record or expressly conveyed or reserved in prior grants or deeds by operation of federal or state law.

This grant shall include the right of ingress and egress over that portion of Grantor’s property as is necessary to access the easement, provided however that Grantee shall fix and repair any and all damage to Grantor’s property which is caused by Grantee’s access or use of the property. . In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall, without qualification, repair any damage caused by Grantee’s access or use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee or any work, improvement, or alteration performed by or on behalf of Grantee to Grantor's property, including, but not limited to, any damage to Grantor's home, foundation, driveway, or landscaping caused by Grantee's failure to exercise due care,, unless such damage is a result of structures being placed on the easement by Grantor without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTEE  
CITY OF DEADWOOD:

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

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

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

GRANTOR:

By: *Steven R. Jobman*  
Steven R. Jobman, Trustee  
Jobman Living Trust

By: *Sherry A. Jobman*  
Sherry A. Jobman, Trustee  
Jobman Living Trust

ACKNOWLEDGEMENT

STATE OF Nebraska  
SS.  
COUNTY OF Merrill

On this 27<sup>th</sup> day of March, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Steven Jobman and Sherry Jobman, Trustees, Jobman Living Trust, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)



Notary Public *Irene T Pappas*

My Commission Expires: 12-29-2026



Invoice #: DWD010424  
 Date: 1April2024

To: Deadwood Volunteer Fire Dept.  
 Attn: Charles Fetter  
 737 Main St.  
 Deadwood, SD 57732-1015

REMIT Pennington County Fire Administration  
 TO: PO Box 6160  
 Rapid City, SD 57709

Description	Amount
32 EA – 1 Pallet Chemguard Direct Attack Class A Foam List Price: \$252.35/ea Discount: 66% Net Price: \$85.80/ea  <div style="text-align: center;"><i>1014221-426</i> <i>Supplies</i></div> Terms of Payment: Net 30 Days  <div style="text-align: center;"><i>Wally J. Harvey</i> — <i>3-29-24</i></div>	\$2,745.60
<b>Subtotal</b>	\$2,745.60
<b>Sales Tax</b>	-----
<b>Total</b>	\$2,745.60

Questions/Information: Jerome Harvey, Pennington County Fire Administrator (605) 394-5367

Pennington County Fire Administration  
 130 Kansas City Street, Suite 130B | PO Box 6160, Rapid City SD 57709  
 Phone 605.394.5367

## NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, March 28, 2024, to complete the “**Fuller Brothers Trail Project**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 1, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from City of Deadwood, 108 Sherman Street or on the website at [www.cityofdeadwood.com](http://www.cityofdeadwood.com).

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

Dated this 4th day of March 2024.

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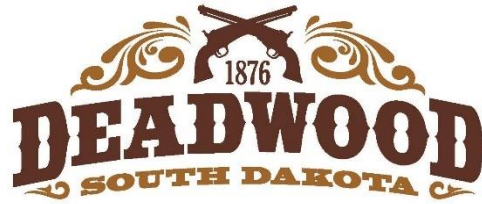
Jessicca McKeown  
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 7, 2024 and March 14, 2024

For any notice that is published twice:

This notice is published twice at an approximate cost of \$\_\_\_\_\_.





# **Notice to Bidders**

## **Professional Trail Building**

### **Fuller Bros. Property Trail System**

a portion of the  
Deadwood Trail System – 2024

A NON-MOTORIZED, NATURAL-SURFACE TRAIL PROJECT ON  
CITY OF DEADWOOD LAND NORTH OF DEADWOOD SD.

#### **POINT OF CONTACT**

Kevin Kuchenbecker  
Planning, Zoning and Historic Preservation officer  
(605) 578-2082  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

#### **PROJECT MANAGER**

Randy Adler  
Parks, Recreation and Events Director  
(605) 578-2082  
[randy@cityofdeadwood.com](mailto:randy@cityofdeadwood.com)

## Fuller Brothers Trail System - 2024

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### Notice to Bidders Professional Trail Building **Fuller Bros. Property Trail System**

#### **Introduction**

The City of Deadwood [DEADWOOD] is requesting formal bids for the construction of 16,450 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as a portion of the overall Deadwood Trail System. Once built the trail will be flowy moderately difficult with rolling contours, grade reversals, banked turns, small to medium optional features using only natural materials providing a quality experience for both up and down hill travel. Emphasis on using natural features as positive control points. Concept of work is to start and progress without interruption until the trail work under this project is complete. The project construction will be supervised by the City of Deadwood. The project will be on land owned by the City of Deadwood or Deadwood Historic Preservation Commission on the north side of Deadwood, Lawrence County, South Dakota.

#### **Background**

Once fully constructed, the Deadwood Trail System will be a professionally designed, 25 +/- mile natural-surface, non-motorized trail network accessible from Deadwood via multiple designated parking areas. The full trail system will be situated on lands administered by the City of Deadwood, the Bureau of Land Management (BLM), and the United States Forest Service (USFS).

This request for bids is for the construction of approximately 16,450 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as part of the Deadwood Trails System. This project is for trail on land owned and administered by the City of Deadwood. The trail to be constructed as a result of this project will be multi-use for biking and hiking.

This notice to bidders is divided into the following sections:

1. Introduction
2. Background
3. Call for Bids
4. General Provisions
5. Bid Form
6. General Specifications
7. Individual Trail Specifications

## Fuller Brothers Trail System - 2024

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### **Call for Bids**

Each formal bid shall be limited to no more than ten (10) pages (8½" x 11"), not including appendices. The following elements must be included in each submittal:

1. Qualified individuals or firms are invited to submit any questions on the project to the following Point of Contact for this solicitation:

Contact: Kevin Kuchenbecker  
 Title: Planning, Zoning and Historic Preservation Officer  
 Address: City of Deadwood  
 108 Sherman Street  
 Deadwood, SD 57732  
 Phone: 605-578-2082  
 Email: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

2. Submit one (1) hard copy in sealed envelope by 2:00 p.m. on Thursday, March 28, 2024 to the Finance Office at 102 Sherman Street, Deadwood, SD 57732. Please address the exterior of the envelope with the project name as follows:

**Fuller Brothers Trail System – 2024**

3. Bids must be received by the time and date specified.
4. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided and delivered in a sealed envelope.
5. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
6. A Bid in the possession of DEADWOOD may be altered by the person authorized for bidding, provided it is prior to the time and date of the bid opening and returned in a sealed envelope.
7. A Bid in the possession of DEADWOOD may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
9. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
10. Progress payments can be made for completed work for that period.
11. Final payment will be made after the acceptance of all work.
12. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall eliminate the bidder from subsequent phases of the Deadwood Trail project.
13. DEADWOOD will supply materials for bridges, culverts, and fence crossings. However, in consultation with DEADWOOD, the Contractor may provide materials when deemed necessary or desirable in order to fully complete the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the specified item prices, approved rental rates, or lump sum

## Fuller Brothers Trail System - 2024

stipulated in the order authorizing the work.

14. DEADWOOD hereby notifies all prospective bidders that DEADWOOD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. DEADWOOD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
15. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from DEADWOOD's point of contact or project manager and will be shared with all prospective bidders according to the Project Timeline and Schedule.
16. Project Timeline and Schedule:

March 04, 2024	Notice to Bidders released
March 14, 2024	Deadline for request for clarifications/questions
March 21, 2024	Response to request for clarifications distributed
March 28, 2024	Bid submission deadline at <b>2:00 p.m.</b>
April 01, 2024	Anticipated award announcement
April 15, 2024	Contract signed

### **General Provisions:** Deadwood Trail System – Fuller Project – 2024

1. **LICENSES, PERMITS AND TAXES:** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. **LAWS TO BE OBSERVED:** The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify DEADWOOD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
3. **CONTRACTOR'S INSURANCE:**
  - a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by DEADWOOD. Approval of the insurance by DEADWOOD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with DEADWOOD, verifying each type of

## Fuller Brothers Trail System - 2024

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coverage required including a certificate of insurance specifically naming DEADWOOD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to DEADWOOD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
  - ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
  - iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
  - iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
  - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
  - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to DEADWOOD.
  - vii. DEADWOOD May Insure for Contractor. In case of the breach of any provision of this Section, DEADWOOD may, at DEADWOOD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as DEADWOOD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. DEADWOOD's right to reject: DEADWOOD reserves the right to reject a

## Fuller Brothers Trail System - 2024

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certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- i. DEADWOOD's right to contact insurer: DEADWOOD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to: exclusions endorsed; claims in progress which could significantly reduce the annual aggregate limit; or, if the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
    1. Retroactive dates;
    2. Extended reporting periods or tails; and
    3. Any applicable deductibles.
4. PRE-BID MEETING: Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. Be advised the project location may be currently under snow cover, with limited access and will likely remain so into May. A Pre-bid Site Walkthrough may not be possible; however, additional information can be requested via email from DEADWOOD and will be shared with all prospective bidders according to the Project Timeline and Schedule.
  5. CONTRACT TIME: Said work shall commence upon receipt of the Notice to Proceed and shall be completed within the contract dates. Concept of the work is to start at a time selected by the Contractor and conveyed to DEADWOOD and to progress without interruption until the job is complete.
  6. EXTRA WORK: In consultation with the DEADWOOD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.
  7. BASIS OF AWARD:
 

Right of Rejection: DEADWOOD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, DEADWOOD shall consider the qualifications and experience of the Bidders in constructing purpose-built, natural-surface trail with specialized machinery, as well as experience with design layout and modification, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly.

Additional Information: DEADWOOD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-

## Fuller Brothers Trail System - 2024

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Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to DEADWOOD's satisfaction within the prescribed time.

Partial Award: DEADWOOD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by DEADWOOD or the bidder, DEADWOOD may accept any item or groups of items in the Bid as may be in the best interest of DEADWOOD.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by DEADWOOD indicates to DEADWOOD that the award will be in the best interest of DEADWOOD.

8. **TERMINATION:** The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.
9. **WARRANTY PERIOD:** If DEADWOOD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to DEADWOOD and in accordance with DEADWOOD's written instructions, either correct such defective work or, if it has been rejected by DEADWOOD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, DEADWOOD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to DEADWOOD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the DEADWOOD.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City of Deadwood, and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
11. **PROJECT SUPERVISION:** DEADWOOD will provide oversight and coordination of the trail building project. DEADWOOD will regularly inspect to ensure completed work meets all requirements set forth.

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### **BID FORM**

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilize and perform all work necessary for the **Fuller Brothers Trail System – 2024** for considerations in the following amount:

\$ \_\_\_\_\_

This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing Fuller Brothers Trail System – 2024, as further outlined in this RFP, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by DEADWOOD, as provided in the General Provisions, General Specifications, or Individual Trail Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Trail Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, DEADWOOD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be for a one-year period, with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the DEADWOOD.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of DEADWOOD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. DEADWOOD hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding DEADWOOD and accept the remainder of the work or any portion thereof, whether completed or not. DEADWOOD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this



## Fuller Brothers Trail System - 2024

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agreement and whether the same are attached hereto or on file in the office of DEADWOOD they shall have the same force and effect as if spread at length herein.

6. If written Notice of Acceptance of this Bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

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1. **BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:**

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines, and requirements.

2. **GENERAL INFORMATION:**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Signatory's Name \_\_\_\_\_ Fax \_\_\_\_\_

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

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Fuller Brothers Trail System - 2024

3. **OWNERSHIP AND CONTROL:**

Bidder's Legal Structure:

- Sole Proprietorship                       General Partnership
- Corporation                                       Limited Partnership
- Limited Liability                               Other \_\_\_\_\_

If Bidder is a sole proprietorship, list:

Signatory's Name \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous shared use trail construction projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing sustainable and shared-use (bike/hike) trails?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## Fuller Brothers Trail System - 2024

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### **VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

## Fuller Brothers Trail System – 2024

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### **General Specifications**

The trail constructed through this Request for Proposal (RFP) is on the slope north of the City of Deadwood South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail infrastructure associated with the project. This contract is for the mobilization and construction of approximately 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Work must be completed according to trail standards as contained within this scope of work. Trail lengths are estimates derived from design data files completed in 2023. Preliminary layout of the trail corridor has been completed and flagged representing the center line of a twenty-five-foot right-of-way. As part of this project the Contractor is responsible for final field alignment and design within this corridor. The trail to be constructed through this RFP is multi-use for biking and hiking.

Contractor will adhere to Sustainable Trail Construction best practices and guidelines accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, maximum grades, function of soils and use, etc.).

### **Section 1: General Requirements**

- 1.1 Project Location - The work is located just North of the City of Deadwood SD The project is located within off the area known as Aspens Trailhead. For work and equipment access, there is one entry point at the Aspens Trailhead. There are no restrictions on access, however snow or mud can be limiting in extreme circumstances. Exact location is shown on the attached map. If needed, KMZ Google Earth files and or shapefiles may be requested from DEADWOOD via email.
- 1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, furnishing and installing approximately 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Monthly invoices may be submitted to DEADWOOD. DEADWOOD will monitor the progress of the project regularly.
- 1.3 Layout- Preliminary layout of the trail centerline has been completed. The Contractor will collaborate with DEADWOOD on decisions and alterations prior to any construction.
- 1.4 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to DEADWOOD. The following submittals will be required for this project:
  - a. Proposed Construction Schedule and Bid Forms.
- 1.5 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work, “Alt-Adds” included. The Contractor will use on-site, native materials whenever possible. Native materials such as rocks, trees, soils, etc. within 100-feet of the general trail corridor can be used to construct trail features/structures. It is determined that their use will not adversely impact natural resources based on a

## Fuller Brothers Trail System – 2024

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field review between DEADWOOD and Contractor during the design and layout approval.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by DEADWOOD. off-site materials furnished by the Contractor shall be of the type and quality described in these specifications. The DEADWOOD's determination as to whether substitution will be permitted will be final and conclusive.

- 1.6 Equipment restrictions, access and haul routes - Trails are to be constructed using machine labor with hand labor employed for finish work and along any area ill-suited for machine construction. To minimize environmental impact and keep the footprint of disturbance within immediate trail construction area only, equipment shall be limited to hand tools or small (mini or micro) walk-behind or ride on mechanized equipment. Use of and types of mechanical equipment will need to be detailed in Bid documents and approved by DEADWOOD prior to construction. The Contractor shall inspect the access for suitability and will need DEADWOOD approval for any access outside the general construction corridor. Any trail-construction-related damage to lands located outside the trail corridor will be the responsibility of the Contractor. Equipment must be cleaned prior to commencing construction to ensure that weeds are not transported from off-site projects.

In the case of major equipment failure, it is the responsibility of the Contractor to immediately contact DEADWOOD.

- 1.7 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.
- 1.8 Preservation of Vegetation - The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by DEADWOOD and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

- 1.9 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of DEADWOOD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.
- 1.10 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY

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DEADWOOD, shall be completed by the Contractor at their expense, within a time frame agreed upon by DEADWOOD. All manufacturer warranties shall be transferred to DEADWOOD.

### **Section 2: Trail Construction Guidelines**

- 2.1 General - Contractor will adhere to *Sustainable Trail Construction* best practices and guidelines that are accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, max grades function of soils and use, etc.). The City of Deadwood understands that all trails comprise a creative process driven by local conditions and the involved parties' collaborative efforts. Modifications to the specifications may be allowed, however, they must be made in collaboration with the DEADWOOD and in writing.

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated Bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications.

No excavation shall be made in frozen materials without written approval from DEADWOOD.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by DEADWOOD to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by DEADWOOD. When applicable the surfaces shall be moistened with water and tamped or rolled with suitable tools or equipment to form a compacted trail foundation

- 2.2 Excavation for Drainage - The Contractor shall perform excavation for drainage, and as may be instructed by City staff. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met and contained herein.
- 2.3 Surface Water Control Features - Drainage structures will be incorporated into the trail tread and trail layout to minimize the effects of water flow and prevent excessive erosion. The Trail shall follow the contour, minimize stream crossings and felling of large trees, and stay at least four (4) feet from stream banks except at crossings.

Alignment shall take advantage of natural drainages to minimize the need for major

## Fuller Brothers Trail System – 2024

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drainage modifications.

In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals.

- 2.4 Backfill - Any backfill shall be placed and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 8 inches in thickness. Use of organic or duff is prohibited. Backfill material shall be obtained from material moved in required excavations. Backfill shall be placed to the same elevation on both sides of the structures, culverts, or other work.

### **Section 3: Detailed Guidelines for Construction**

- 3.1 Trail Flagging- DEADWOOD will flag the center line of a ten foot right of way. The Contractor may place supplementary flagging of the final alignment.
- 3.2 Water for Construction- Upon approval, nearest water available for trail construction is from miscellaneous springs and a stock tank if permission is granted from owner.
- 3.3 Features- Difficulty on bike trails will be constructed as described below for each individual trail. Earthen structures will be composed entirely of mineral soil and/or rock, stabilized and compacted. Hand tamping only is not acceptable. Use of organic material or duff is prohibited. Where suggested by Contractor and DEADWOOD, short alternate lines of increased/decreased difficulty may be considered.
- 3.4 Clearing of Corridor- Clearing of corridor will be performed by Contractor. The maximum width of the corridor is five feet, less is preferred and whenever possible, with narrower gateways through natural obstacles (trees, rock outcrops) are encouraged with a height of 8-12 feet. Clearing and grubbing will be done with minimal disturbance to surrounding soils, vegetation, and viewshed. Taking of trees larger than four inches will be avoided and only done with no other option. Limbing and pruning will be done using techniques and industry standards that protect trees/shrub from undue harm. Vegetation will be lopped to the ground no more than a few inches high and scattered away from the trail edge, making visibility of debris minimal.
- 3.5 Spoils- Spoil material, including dirt, duff, rock and vegetation loosed during trail construction must be distributed such that no berm is left along trail edge to a minimum distance of ten feet from edge of trail. Spoil material will be not more than four inches in depth, spread in a manner that does not bury existing vegetation, does not interfere with drainages, and is scattered to blend with surrounding landscape. Piling debris in stream beds, gullies, or suspected wetlands is prohibited. If borrow pits are created they will be restored to finish requirements.
- 3.6 Trail Tread- Trail tread will be 24"- 36", larger where necessary for landing platforms, turning radius and features. Full bench construction whenever possible. If fill is required, it will be properly retained and discussed with DEADWOOD prior to action. Mainly firm trail surfaces with smooth paths through obstacles. Rock material may be left in tread in instances of increased difficulty or to achieve a particular goal of a specific segment. All stumps, roots, brush will be removed from

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tread with holes filled and compacted.

- 3.7 Water Diversions- A 5-7% outslope will be incorporated on all applicable tread. When not possible or desirable due to purpose-built in-sloping, resource concerns, or obstructions, water can be directed down the trail for short distance before a water diversion feature is incorporated. Frequent grade reversals are encouraged. To promote self-cleaning drains, grade reversals will be >15%. If >25% riprap or armor will be installed. Water bars will not be used in the construction of this project.
- 3.8 Turns- All berm turns or insloped switchbacks will be created with an insloped turn pad. Turning radii should be consistent throughout the turn. Turns with a running grade of twenty percent (20%) or greater in the apex should have a rock armored drain two feet wide following the inside of the turn. Any fill structure for a turn pad will comply with composition, compaction, and fill slope requirements. If a retaining wall is employed in place of a fill slope, the structure will be constructed of stone and comply with all industry standards and specifications for rock retaining walls. A grade reversal or rolling grade dip will be constructed before and after each bermed turn or insloped switchback. If multiple switchbacks are required, they will be situated to minimize “stacking”. The grade reversals or rolling grade dips are part of the entire feature and will not be billed as separate units. The Contractor will create short-cutting deterrents at each turn.
- 3.9 Rollers & Brollers (Bermed Rollers)- A broller is defined as tilted tread surface that is insloped or off camber in excess of the standard tread out slope of 5%. Brollers do not result in a change of direction across the landscape and do not cross the fall line. Typical rollers and brollers will be included in the Bid price for all trail construction types and are not considered berms or turns.
- 3.10 Grade Reversals/Rolling Grade Dips- A designed grade reversal or rolling grade dip should occur approximately every 20-70 feet. Grade dips will be incorporated uphill and downhill from every significant turn unless acceptable substitute is available. Typically, six feet long or greater in bottom, and ten feet long or greater on top, a height differential of 12”, with a grade between 15%- 25% grade, and sides slope of 2:1. Specific details will be determined by the Contractor in partnership with the City of Deadwood. Reversals constructed of fill >12” are considered features.
- 3.11 Armor- Tread hardening using native stone will be implemented where needed for unavoidable erosion control using native stone as available and done to known industry standards in grade, stability, width, and length. Visible rocks that can be easily collected without significant disturbance will be used. Any alternative manufactured armoring products that the Contractor would like to use must be preapproved by the City of Deadwood.
- 3.12 Finish Work- Finish work to be performed by the Contractor. Trails will be finished as the project advances to minimize erosion, control sediment, and reduce exposure of the tread. All equipment marks will be smoothed and blended prior to completion. Back slope will be graded to 3:1 or matched to existing slope wherever possible, and stumps or exposed roots will be flush-cut or removed. Contractor will assure that down slope spoils are visually minimal and will not interfere with drainage off tread. Rocks unearthed that are not used in construction will be spread away from trail edge, natural side up and anchored to avoid rolling. All finish work will be completed to the satisfaction of the City of Deadwood. Signage



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is the responsibility of the City of Deadwood.

### **Section 4: Completion Requirements**

- 4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.
- 4.2 General Comments:
  - 4.2.1 DEADWOOD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to build the entire project.
  - 4.2.2 Contractors must have experience constructing non-motorized trails to IMBA standards. In addition, Contractors must have a minimum of five (5) years of experience building trails of comparable size and scope to the trails in this document. This includes following flagging, clearing the general corridor, final trail alignment, and directing machine and hand- build construction methods. As described per the formal Bid sheet, Contractors must provide a minimum of three (3) references with the Bid form to include name, address, phone number, date of project, description, and location of project.
  - 4.2.3 Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
  - 4.2.4 Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
  - 4.2.5 Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
  - 4.2.6 A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include DEADWOOD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
  - 4.2.7 The Contractor shall make every effort to verify the availability of materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by DEADWOOD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by DEADWOOD. Contractor must not assume that substitutions will be granted.
  - 4.2.8 It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
  - 4.2.9 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
  - 4.2.10 Contract Time. Said work may commence upon receipt of the Notice to

## Fuller Brothers Trail System – 2024

Proceed. Concept of the work is to start and to progress without interruption until the job is complete.

- 4.2.11 The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. DEADWOOD will not be held responsible for repair or replacement of items.

### **Section 5: Local Environment - Project Area**

- 5.1 Soils- Soils in the Fuller project area typically range from shallow (<20”) to moderately deep (20-40”) to bedrock and well drained, with coarse fragments ranging in size from channers to cobbles, with surface textures dominantly gravely silt loam. Slope ranges identified in the soil mapping units were described as steep, with the dominant map unit ranging from 10-65%.
- 5.2 Precipitation- 15-19” annually
- 5.3 Vegetation- Predominant vegetation includes conifers, an understory of forbs and grasses and open grassland/shrubland parks. Dominant plant community- ponderosa pine, oak, and aspen depending upon slope, aspect, and elevation.
- 5.4 Archaeological/Environmental Constraints- Per cultural survey, the significant resources reported in project area have been circumvented There are no significant lakes, ponds, or wetland areas intersected by trail. One drainage (City Creek) with annual flow intersects the project area where trail hardening will need incorporated.

### **Section 6: Individual Trail Specifications**

Trail Placeholder Name: “Fuller Segment” Trail Usage: Shared biking and hiking.

Desired Trail Experience: Flowy moderately difficult with rolling contours, grade reversals, bermed turns, small to medium optional features using only natural materials. Generally uphill travel but built to be a good experience coming down also. Emphasis on using natural features as positive control points.

Length: 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. The entire route was flagged in September 2023.

Grade: 5 to 7%

Side-Slopes: 10 – 25% with sections >30%

Elevation Change: Ranges from approximately +/-4,500 feet to +/-5,000 feet.

Preferred Equipment: The upper portions of this trail can be easily accessed by mini excavator from US Hwy 85 or Denver Avenue.

Tread Width: 24” – 36” (width based on side slope)

Tread Surface: As uniform as terrain allows within a moderate difficulty level. Include rock armor when appropriate.

Corridor Width: 36-48 inches, less when possible, with narrow gateways through natural obstacles (trees, rock outcrops) encouraged.

Features (>12 inches in Height): Features >12” in height must be optional and paired with an easier line.

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Number of Features: Spread appropriately for enjoyable experience over the span of the trail.

Rock: Expect limestone outcropping and some thin soil material with rock beneath.

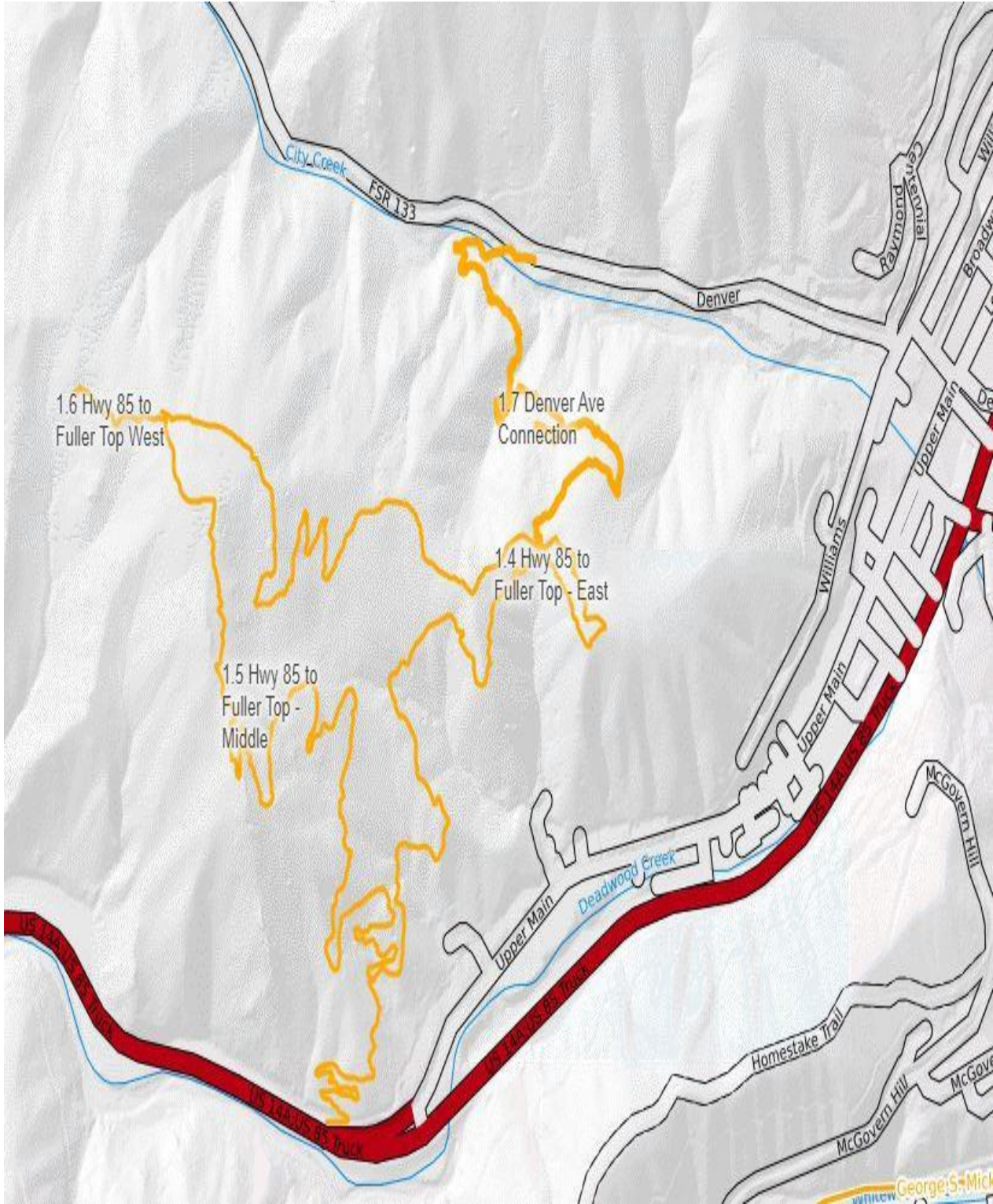
Environment: Approximately 50% forest, 50% scrub brush mixed.

Vegetation: Mainly Ponderosa, Spruce, and Oak.

Hydrology: The water drainages in this section of trail are minimal.

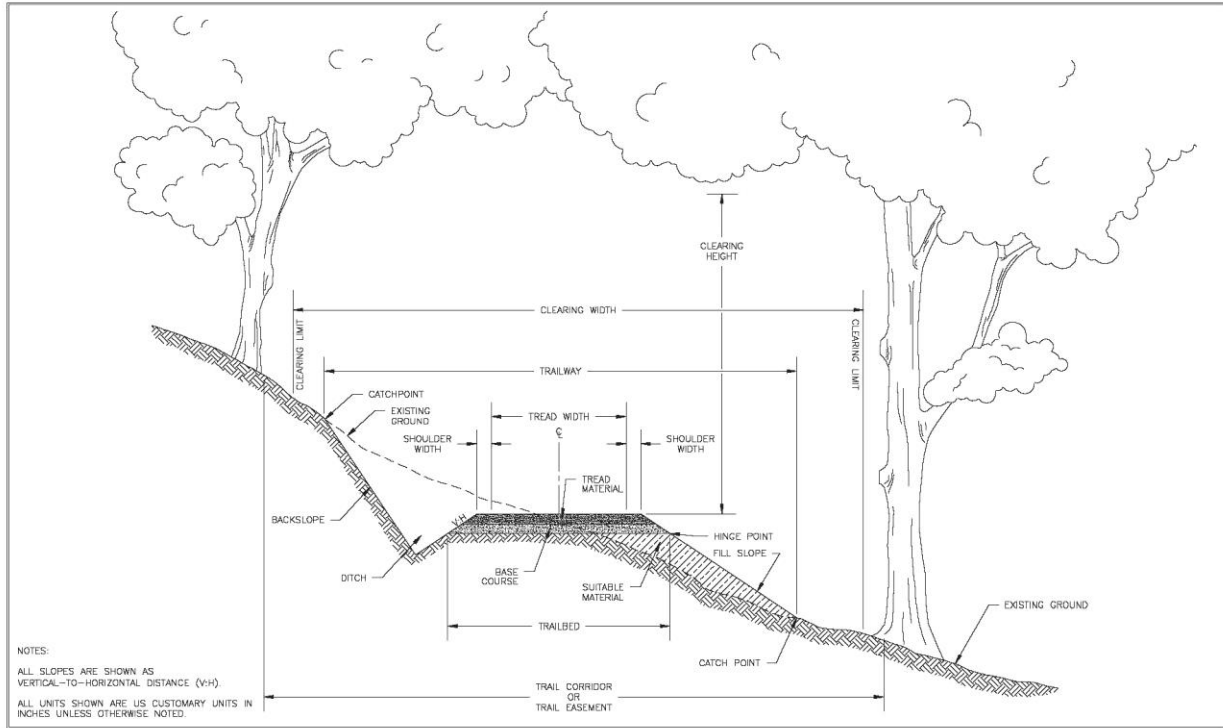
# Fuller Brothers Trail System – 2024

## Project Map



# Fuller Brothers Trail System – 2024

The following plans are made available for reference only on the trail building and to provide guidance to the project. Plans are from the U.S. Department of Agriculture Forest Service and are to be used as reference for the project.



NOTES:  
 ALL SLOPES ARE SHOWN AS VERTICAL-TO-HORIZONTAL DISTANCE (V:H).  
 ALL UNITS SHOWN ARE US CUSTOMARY UNITS IN INCHES UNLESS OTHERWISE NOTED.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION  <b>YOUR PROJECT NAME</b>  <b>YOUR FOREST NAME</b>  <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME  <b>STANDARD TRAIL TERMS</b></p>		<p>REVISION DATE  <b>XX/XX/XX</b></p>	<p>DRAWING NO.  <b>STD_910-01</b></p>
		<p>SECTION  <b>910 - TRAILWAY</b></p>	<p>TYPICAL ID  <b>STT</b></p>	<p>NOT TO SCALE</p>	<p>SHEET  <b>7 of 19</b></p>

# Fuller Brothers Trail System – 2024

### TYPICAL TRAIL CROSS SECTIONS

**A FULL BENCH SECTION**  
 8 INCHES SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 ABOVE 30% SIDESLOPE  
 SLOPE ROUNDING IN COMMON MATERIAL  
 6 INCHES  
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE  
 20 FT

**B BALANCED SECTION**  
 8 INCHES SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 6 INCHES TO 29% SIDESLOPE  
 SLOPE ROUNDING IN COMMON MATERIAL  
 BACKFILL WITH SUITABLE MATERIAL  
 6 INCHES  
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE  
 20 FT

**C FLAT SECTION**  
 SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 0 INCHES TO 5% SIDESLOPE

### TYPICAL TRAIL TREAD AND SHOULDER WIDTH

TYPICAL ID	SECTION TYPE	TREAD FINISH	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
TSF-1	B	T1	24 IN	12 IN	12 IN	HIKING USE
TSF-2	A	T2	18 IN	6 IN	6 IN	MOUNTAIN BIKE USE
TSF-3	C	T2	48 IN	12 IN	12 IN	OHV USE

### TREAD CROSS SLOPE

TYPICAL ID	OUTSLOPE	INSLOPE	CROWNED SECTION	COMMENTS
TCS-1	3%	NA	NA	TYPICAL UNLESS OTHERWISE STAKED

### SLOPE AND TRAILBED FINISH

TREAD FINISH	ROOTS	LOOSE ROCK	EMBEDDED ROCK	COMMENTS
T1	1	1	1	
T2	3	3	3	TRAIL CLASS 4
T3				
T4				
T5				
T6				

### TRAILBED AND SLOPE FINISH

**SLOPE FINISH**  
 REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

**TRAILBED FINISH**  
 REMOVE LOOSE ROCK ON THE TRAILBED WITH A DIMENSION GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.  
 REMOVE OR REDUCE EMBEDDED ROCK THAT PROTRUDES MORE THAN THE DIMENSIONS SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

NOTES:  
 1. SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.  
 2. LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**  
**YOUR FOREST NAME**  
**YOUR DISTRICT NAME**

DRAWING NAME: **TYPICAL CROSS SECTION & SLOPE FINISH**  
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **T8F/TCS**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-01**  
 NO SCALE SHEET **8** OF **19**

### TYPICAL RETAINER TYPE

RETAINER TYPE	MATERIAL	SIZE	SPECIES/ GRADE	PRESERV. TYPE	JOINT TYPE	COMMENTS
R1	ROCK					
R2a	LOG	8 IN	OAK	NA	L1	USE LOCAL NATIVE TREES
R2b	LOG					
R2c	LOG					
R3a	SAWN TIMBER	6X6	SP/#2	P1	L2	
R3b	SAWN TIMBER					
R3c	RAIL ROAD TIES					
	X					
	X					
	X					
	X					

### TYPICAL ROCK SPACING

### TYPICAL BUTT JOINT (L1)

### TYPICAL LAP JOINT (L2)

### TYPICAL SCAFF JOINT (L3)

NOTES:  
 1. PRE-DRILL HOLES FOR REBAR TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS. RECESS END OF REBAR 1/2 INCH BELOW TOP OF TIMBER.  
 2. PLACE REBAR, ANCHOR BOLT OR STAKE 6 INCHES FROM EACH END OF TIMBER WITH MAXIMUM SPACING OF 36 INCHES. FOR STACKED RETAINERS STAGGER JOINTS 24 INCHES MINIMUM.  
 3. COMPACT BACKFILL IN 8 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.  
 4. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.  
 5. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

PRESERVATIVE TREATMENT - (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	X
P2	WB	UC3B	
P3	XX	XXXX	

TREATMENT TYPE: WB = WATERBORNE, OT = OIL-BORNE  
 USE CATEGORY: UC3B = ABOVE GROUND - EXPOSED, UC4A = GROUND CONTACT - GENERAL USE, UC4B = GROUND CONTACT - HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**  
**YOUR FOREST NAME**  
**YOUR DISTRICT NAME**

DRAWING NAME: **TYPICAL RETAINERS**  
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **TRT**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-03**  
 NO SCALE SHEET **9** OF **19**

# Fuller Brothers Trail System – 2024

**EXISTING TRAIL RESTORATION**

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
ETR-1	ALL	48 IN	12 IN	12 IN	OHV USE
ETR-2	B	24 IN	12 IN	12 IN	HIKING USE

**NOTES:**

- RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
- INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
- DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
- USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
- SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>EXISTING TRAIL RESTORATION</b></p> <p>SECTION <b>911 - TREAD AND PRISM</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p>	<p>DRAWING NO.</p> <p><b>STD_911-30-01</b></p> <p>SHEET <b>10</b> OF <b>19</b></p>
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**CLEARING LIMITS - TREES AND LOGS**

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS			* LEAVE TREES		CLEAR ZONE		STUMPS MAXIMUM HEIGHT (H)	HAZARD TREE REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS	
		DOWNHILL WIDTH (A)	UPHILL WIDTH (B)	CLEARING HEIGHT (C)	DISTANCE (FEET) (D)	DIAMETER (INCHES) (E)	DOWNHILL WIDTH (F)	UPHILL WIDTH (G)					
CLT-1	C 1	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-2	C 2	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-3	C 2	10 FT	10 FT	10 FT	5 FT	10 IN	48 IN	48 IN	3 IN	9 IN	45 FT	D 1	OHV USE

**CLEARING METHOD**

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	X
C7	X	X

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDAUNGED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

**DISPOSAL METHOD**

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>CLEARING LIMITS-TREES AND LOGS</b></p> <p>SECTION <b>912 - CLEARING LIMITS</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p>	<p>DRAWING NO.</p> <p><b>STD_912-01</b></p> <p>SHEET <b>11</b> OF <b>19</b></p>
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# Fuller Brothers Trail System – 2024

### CLEARING LIMITS - BRUSHING

TYPICAL ID	CLEARING METHOD	BRUSHING LIMITS			MOWING LIMITS		DISPOSAL METHOD	COMMENTS
		UPHILL WIDTH (J)	DOWNHILL WIDTH (K)	CLEARING HEIGHT (L)	UPHILL WIDTH (M)	DOWNHILL WIDTH (N)		
CLB-1	C 9/10	5 FT	5 FT	8 FT	24 IN	24 IN	D 1	HIKING USE
CLB-2	C 9/10	10 FT	10 FT	10 FT	48 IN	48 IN	D 1	DHV USE

**CLEARING METHOD**

CLEARING TYPE	CLEARING METHOD	COMMENTS
C9	BRUSHING	X
C10	MOWING	
C11		

**DISPOSAL METHOD**

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6		

NOTE:  
SEE SHEET STD\_912-01 FOR CLEAR ZONE LIMITS

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b>	PROJECT NAME & LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b>	DRAWING NAME <b>CLEARING LIMITS - BRUSHING</b> SECTION <b>912 - CLEARING LIMITS</b>	REVISION DATE <b>XX/XX/XX</b> NO SCALE DRAWING NO. <b>STD_912-02</b> SHEET <b>12 of 19</b>
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### SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
			UPHILL	DOWNHILL		TYPE	DEPTH	TYPE	DEPTH	
TSS-1	B	24 IN	12 IN	12 IN	YES	B 1	6	S 2	6 IN	HIKING USE—GEOTEXTILE—NON—WOVEN
TSS-2	A	18 IN	6 IN	6 IN	NA	B 1	6	S 2	6 IN	MOUNTAIN BIKE USE
TSS-3	C	48 IN	12 IN	12 IN	NA	B 1	6	S 2	6 IN	OHV USE

N/A WHEN NOT APPLICABLE

**A OUTSLOPED SECTION**

**BASE COURSE MATERIAL TYPE**

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUM	3" MINUS	NATIVE MATERIAL SOURCE
B2	AGGREGATE	X	
B3	X	X	

**SURFACE COURSE MATERIAL TYPE**

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRUM	X	X
S2	AGGREGATE	3" MINUS	COMMERCIAL SOURCE
S3	CLAY	X	
S4	WOODCHIPS	X	
S5	X	X	

**B EXCAVATED SECTION**

**C RAISED SECTION**

NOTE:  
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.  
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b>	PROJECT NAME & LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b>	DRAWING NAME <b>TYPICAL SURFACING SECTIONS</b> SECTION <b>913 - SURFACING</b>	REVISION DATE <b>XX/XX/XX</b> NO SCALE DRAWING NO. <b>STD_913-01</b> SHEET <b>13 of 19</b>
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# Fuller Brothers Trail System – 2024

### ROCK FOUNDATIONS

TYPICAL ID	SECTION TYPE	GEOTEXTILE TYPE	FOUNDATION		RETAINER*		COMMENTS
			DEPTH	WIDTH	IN-FILL MATERIAL TYPE	TYPE	
RKF-1	C	G1	12 INCH	36 IN	FM3	R30	X

N/A WHEN NOT APPLICABLE  
\*FOR TYPICAL RETAINERS SEE SHEET STD\_911-03

**A EXCAVATED SECTION**

**B RAISED SECTION**

**C RETAINER SECTION**

**NOTE:**

- REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- OVERLAP GEOTEXTILE A MINIMUM OF 12 INCHES AT CENTER AND AT ENDS.
- A 6 INCH MINIMUM COVER IS REQUIRED OVER ALL GEOTEXTILE AND GEDCELL FOUNDATIONS.

**GEOTEXTILE TYPE**

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	X
G2	WOVEN	
G3	X	

TYPE	MATERIAL	ROCK SIZE	GRADATION %	COMMENTS
FM1	AGGREGATE	1 INCH MINUS	X	
FM2	COARSE AGGREGATE	3 INCH MINUS	X	
FM3	ROCK	3 TO 6 INCH	X	GABION ROCK
FM4	ROCK	4 TO 8 INCH	X	
FM5	HEAVY ROCK	8 INCH PLUS	X	
FM6	X	X	X	

<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>ROCK FOUNDATIONS</b></p> <p>SECTION: <b>918 - FOUNDATIONS</b></p> <p>TYPICAL ID: <b>RKF</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p>NO SCALE</p>	<p>DRAWING NO</p> <p><b>STD_918-10-01</b></p> <p>SHEET <b>14</b> OF <b>19</b></p>
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### STANDARD CULVERT

TYPICAL ID	GEOTEXTILE TYPE	BEDDING		CULVERT		RETAINER*		COMMENTS
		TYPE	TYPE	MITERING (A) (B)	TYPE			
SCV-1	NA	B1	C2	NA	NA	R20		

N/A WHEN NOT APPLICABLE  
\*FOR TYPICAL RETAINERS SEE SHEET STD\_911-03

**END VIEW**

**ELEVATION VIEW**

**CULVERT TYPE**

TYPE	MATERIAL	COMMENTS
C1	CMP - GALV	X
C2	HDPE	
C3	PLASTIC	
C4	ALUMINUM	
C5	CONCRETE	
C6	X	

**NOTE:**

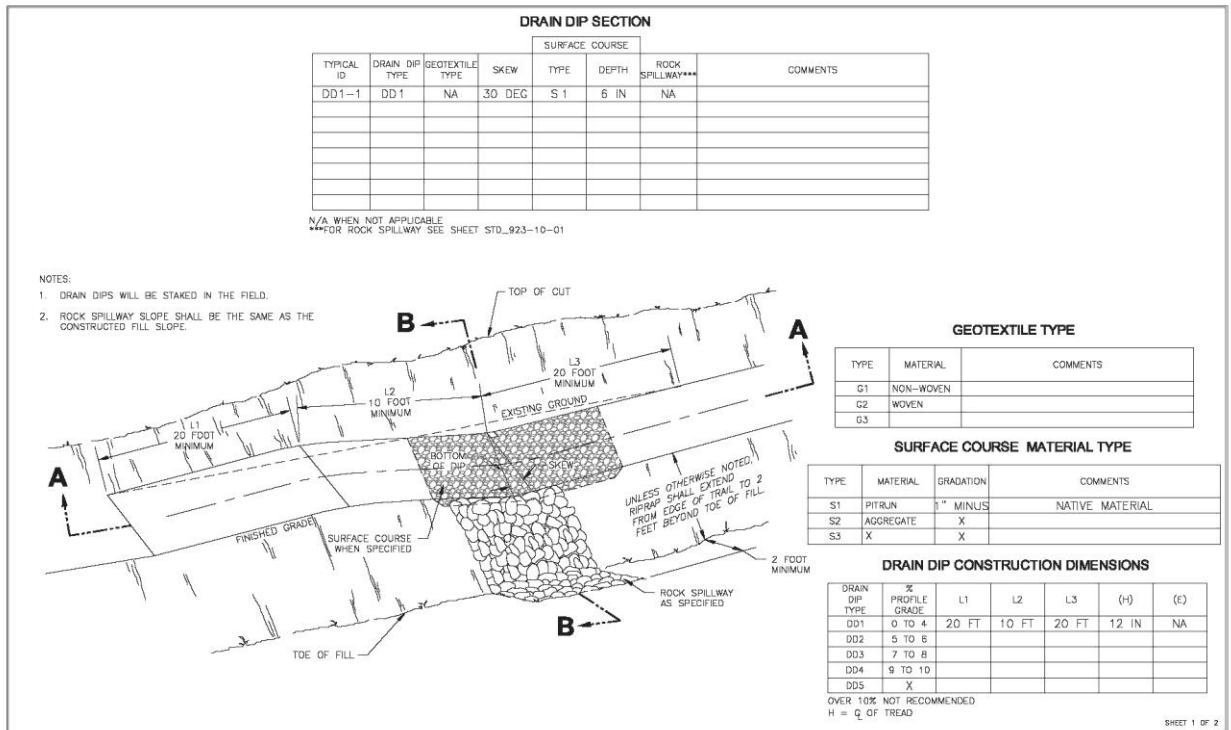
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

**BEDDING MATERIAL TYPE**

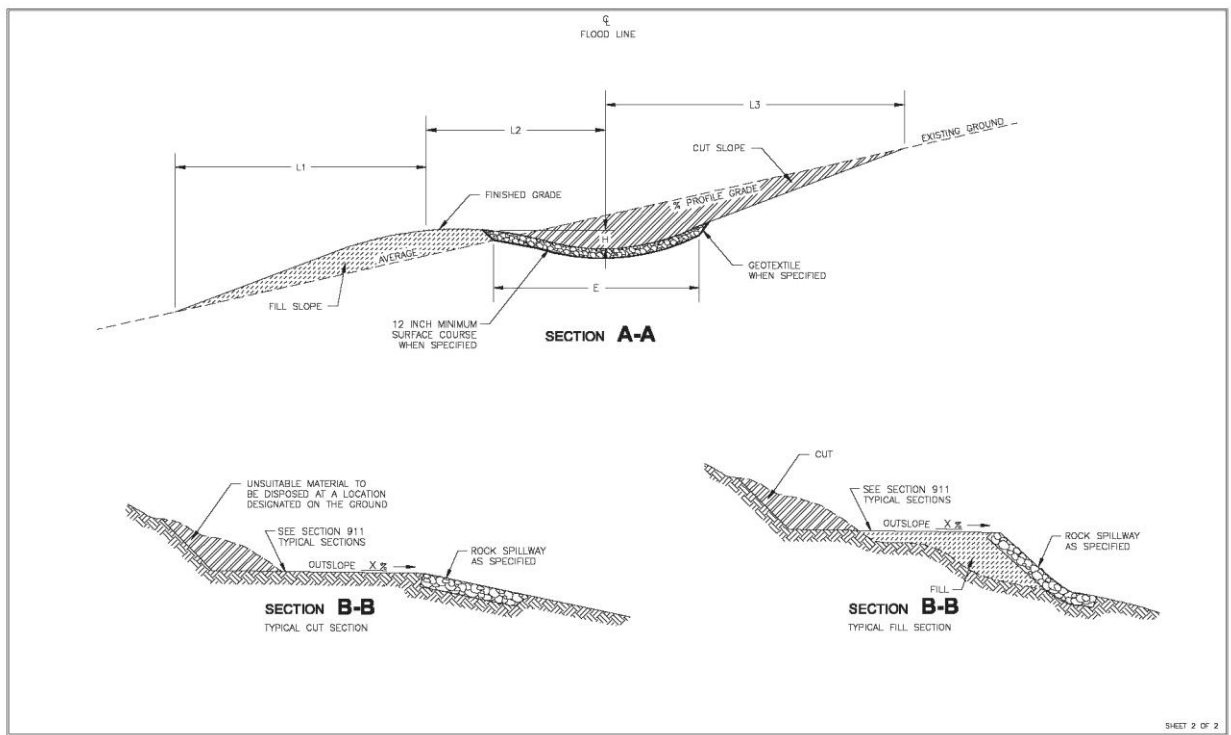
TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN	3" MINUS	NATIVE MATERIAL
B2	AGGREGATE	X	
B3	X	X	

<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>STANDARD CULVERT</b></p> <p>SECTION: <b>921 - CULVERTS</b></p> <p>TYPICAL ID: <b>SCV</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p>NO SCALE</p>	<p>DRAWING NO</p> <p><b>STD_921-10-01</b></p> <p>SHEET <b>15</b> OF <b>19</b></p>
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# Fuller Brothers Trail System – 2024



<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>DRAIN DIP</b></p> <p>SECTION <b>927 - DRAIN DIPS</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p><b>NO SCALE</b></p>	<p>DRAWING NO.</p> <p><b>STD_927-10-01</b></p> <p>SHEET <b>16</b> OF <b>19</b></p>
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<p><b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b></p> <p><b>YOUR FOREST NAME</b></p> <p><b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>DRAIN DIP DETAILS</b></p> <p>SECTION <b>927 - DRAIN DIPS</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p><b>NO SCALE</b></p>	<p>DRAWING NO.</p> <p><b>STD_927-10-02</b></p> <p>SHEET <b>17</b> OF <b>19</b></p>
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<b>BID TAB</b>					
<b>28-Mar-24</b>					
<b>Fuller Brothers Trail System</b>					
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>White Rocks Trails</u>		
		N/A			
Highpoint Siteworks, LLC			\$ 180,950.00		
Benchmark Trails, LLC			\$ 147,487.82		
AusCar X, LLC			\$ 186,350.00		
K4 Trails			\$ 90,475.00		
<b>Staff Present:</b>					
Kevin Kuchenbecker					
Jessicca McKeown					
Justin Lux					
Randy Adler					
<b>Also Present:</b>					
Kevin Wagner					
Kevin Forrester					
Eric Hennemen					

## NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, March 28, 2024, to complete the “**White Rocks Trail Project**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 1, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from City of Deadwood, 108 Sherman Street or on the website at [www.cityofdeadwood.com](http://www.cityofdeadwood.com).

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

Dated this 4th day of March 2024.

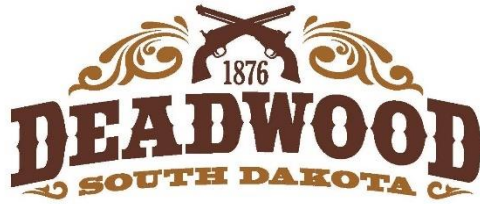
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Jessicca McKeown  
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 7, 2024 and March 14, 2024

For any notice that is published twice:

This notice is published twice at an approximate cost of \$\_\_\_\_\_.



# **Notice to Bidders**

## **Professional Trail Building**

### **White Rocks Trail System**

a portion of the  
Deadwood Trail System – 2024

A NON-MOTORIZED, NATURAL-SURFACE TRAIL PROJECT ON  
CITY OF DEADWOOD LAND NORTH OF DEADWOOD SD.

#### **POINT OF CONTACT**

Kevin Kuchenbecker  
Planning, Zoning and Historic Preservation officer  
(605) 578-2082  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

#### **PROJECT MANAGER**

Randy Adler  
Parks, Recreation and Events Director  
(605) 578-2082  
[randy@cityofdeadwood.com](mailto:randy@cityofdeadwood.com)

## White Rocks Trail System - 2024

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### Notice to Bidders Professional Trail Building **White Rocks Trail System**

#### **Introduction**

The City of Deadwood [DEADWOOD] is requesting formal bids for the construction of 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as a portion of the overall Deadwood Trail System. Once built the trail will be flowy moderately difficult with rolling contours, grade reversals, banked turns, small to medium optional features using only natural materials providing a quality experience for both up and down hill travel. Emphasis on using natural features as positive control points. Concept of work is to start and progress without interruption until the trail work under this project is complete. The project construction will be supervised by the City of Deadwood. The project will be on land owned by the City of Deadwood or Deadwood Historic Preservation Commission on the north side of Deadwood, Lawrence County, South Dakota.

#### **Background**

Once fully constructed, the Deadwood Trail System will be a professionally designed, 25 +/- mile natural-surface, non-motorized trail network accessible from Deadwood via multiple designated parking areas. The full trail system will be situated on lands administered by the City of Deadwood, the Bureau of Land Management (BLM), and the United States Forest Service (USFS).

This request for bids is for the construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as part of the Deadwood Trails System. This project is for trail on land owned and administered by the City of Deadwood. The trail to be constructed as a result of this project will be multi-use for biking and hiking.

This notice to bidders is divided into the following sections:

1. Introduction
2. Background
3. Call for Bids
4. General Provisions
5. Bid Form
6. General Specifications
7. Individual Trail Specifications

## White Rocks Trail System - 2024

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### **Call for Bids**

Each formal bid shall be limited to no more than ten (10) pages (8½" x 11"), not including appendices. The following elements must be included in each submittal:

1. Qualified individuals or firms are invited to submit any questions on the project to the following Point of Contact for this solicitation:

Contact: Kevin Kuchenbecker  
 Title: Planning, Zoning and Historic Preservation Officer  
 Address: City of Deadwood  
           108 Sherman Street  
           Deadwood, SD 57732  
 Phone: 605-578-2082  
 Email: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

2. Submit one (1) hard copy in sealed envelope by 2:00 p.m. on Thursday, March 28, 2024 to the Finance Office at 102 Sherman Street, Deadwood, SD 57732. Please address the exterior of the envelope with the project name as follows:

**White Rocks Trail System – 2024**

3. Bids must be received by the time and date specified.
4. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided and delivered in a sealed envelope.
5. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
6. A Bid in the possession of DEADWOOD may be altered by the person authorized for bidding, provided it is prior to the time and date of the bid opening and returned in a sealed envelope.
7. A Bid in the possession of DEADWOOD may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
9. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
10. Progress payments can be made for completed work for that period.
11. Final payment will be made after the acceptance of all work.
12. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall eliminate the bidder from subsequent phases of the Deadwood Trail project.
13. DEADWOOD will supply materials for bridges, culverts, and fence crossings. However, in consultation with DEADWOOD, the Contractor may provide materials when deemed necessary or desirable in order to fully complete the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the specified item prices, approved rental rates, or lump sum



## White Rocks Trail System - 2024

stipulated in the order authorizing the work.

14. DEADWOOD hereby notifies all prospective bidders that DEADWOOD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. DEADWOOD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
15. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from DEADWOOD's point of contact or project manager and will be shared with all prospective bidders according to the Project Timeline and Schedule.
16. Project Timeline and Schedule:

March 04, 2024	Notice to Bidders released
March 14, 2024	Deadline for request for clarifications/questions
March 21, 2024	Response to request for clarifications distributed
March 28, 2024	Bid submission deadline at <b>2:00 p.m.</b>
April 01, 2024	Anticipated award announcement
April 15, 2024	Contract signed

### **General Provisions:** Deadwood Trail System – White Rocks Trail Project – 2024

1. **LICENSES, PERMITS AND TAXES:** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. **LAWS TO BE OBSERVED:** The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify DEADWOOD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
3. **CONTRACTOR'S INSURANCE:**
  - a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by DEADWOOD. Approval of the insurance by DEADWOOD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with DEADWOOD, verifying each type of

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coverage required including a certificate of insurance specifically naming DEADWOOD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to DEADWOOD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
- ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
- iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
- v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to DEADWOOD.
- vii. DEADWOOD May Insure for Contractor. In case of the breach of any provision of this Section, DEADWOOD may, at DEADWOOD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as DEADWOOD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.

- b. DEADWOOD's right to reject: DEADWOOD reserves the right to reject a

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certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- i. DEADWOOD's right to contact insurer: DEADWOOD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to: exclusions endorsed; claims in progress which could significantly reduce the annual aggregate limit; or, if the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
    1. Retroactive dates;
    2. Extended reporting periods or tails; and
    3. Any applicable deductibles.
4. PRE-BID MEETING: Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. Be advised the project location may be currently under snow cover, with limited access and will likely remain so into May. A Pre-bid Site Walkthrough may not be possible; however, additional information can be requested via email from DEADWOOD and will be shared with all prospective bidders according to the Project Timeline and Schedule.
  5. CONTRACT TIME: Said work shall commence upon receipt of the Notice to Proceed and shall be completed within the contract dates. Concept of the work is to start at a time selected by the Contractor and conveyed to DEADWOOD and to progress without interruption until the job is complete.
  6. EXTRA WORK: In consultation with the DEADWOOD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.
  7. BASIS OF AWARD:
 

Right of Rejection: DEADWOOD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, DEADWOOD shall consider the qualifications and experience of the Bidders in constructing purpose-built, natural-surface trail with specialized machinery, as well as experience with design layout and modification, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly.

Additional Information: DEADWOOD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-

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Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to DEADWOOD's satisfaction within the prescribed time.

Partial Award: DEADWOOD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by DEADWOOD or the bidder, DEADWOOD may accept any item or groups of items in the Bid as may be in the best interest of DEADWOOD.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by DEADWOOD indicates to DEADWOOD that the award will be in the best interest of DEADWOOD.

8. **TERMINATION:** The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.
9. **WARRANTY PERIOD:** If DEADWOOD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to DEADWOOD and in accordance with DEADWOOD's written instructions, either correct such defective work or, if it has been rejected by DEADWOOD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, DEADWOOD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to DEADWOOD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the DEADWOOD.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City of Deadwood, and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
11. **PROJECT SUPERVISION:** DEADWOOD will provide oversight and coordination of the trail building project. DEADWOOD will regularly inspect to ensure completed work meets all requirements set forth.

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### **BID FORM**

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilize and perform all work necessary for the **White Rocks Trail System – 2024** for considerations in the following amount:

\$ \_\_\_\_\_

This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing White Rocks Trail System – 2024, as further outlined in this RFP, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by DEADWOOD, as provided in the General Provisions, General Specifications, or Individual Trail Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Trail Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, DEADWOOD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be for a one-year period, with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the DEADWOOD.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of DEADWOOD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. DEADWOOD hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding DEADWOOD and accept the remainder of the work or any portion thereof, whether completed or not. DEADWOOD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this

## White Rocks Trail System - 2024

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agreement and whether the same are attached hereto or on file in the office of DEADWOOD they shall have the same force and effect as if spread at length herein.

6. If written Notice of Acceptance of this Bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

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1. **BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:**

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines, and requirements.

2. **GENERAL INFORMATION:**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Signatory's Name \_\_\_\_\_ Fax \_\_\_\_\_

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

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

White Rocks Trail System - 2024

3. **OWNERSHIP AND CONTROL:**

Bidder's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other \_\_\_\_\_

If Bidder is a sole proprietorship, list:

Signatory's Name \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous shared use trail construction projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing sustainable and shared-use (bike/hike) trails?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## White Rocks Trail System - 2024

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### **VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)



## White Rocks Trail System – 2024

### **General Specifications**

The trail constructed through this Request for Proposal (RFP) is on the slope north of the City of Deadwood South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail infrastructure associated with the project. This contract is for the mobilization and construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Work must be completed according to trail standards as contained within this scope of work. Trail lengths are estimates derived from design data files completed in 2023. Preliminary layout of the trail corridor has been completed and flagged representing the center line of a twenty-five-foot right-of-way. As part of this project the Contractor is responsible for final field alignment and design within this corridor. The trail to be constructed through this RFP is multi-use for biking and hiking.

Contractor will adhere to Sustainable Trail Construction best practices and guidelines accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, maximum grades, function of soils and use, etc.).

### **Section 1: General Requirements**

- 1.1 Project Location - The work is located just North of the City of Deadwood SD The project is located within off the area known as Aspens Trailhead. For work and equipment access, there is one entry point at the Aspens Trailhead. There are no restrictions on access, however snow or mud can be limiting in extreme circumstances. Exact location is shown on the attached map. If needed, KMZ Google Earth files and or shapefiles may be requested from DEADWOOD via email.
- 1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, furnishing and installing approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Monthly invoices may be submitted to DEADWOOD. DEADWOOD will monitor the progress of the project regularly.
- 1.3 Layout- Preliminary layout of the trail centerline has been completed. The Contractor will collaborate with DEADWOOD on decisions and alterations prior to any construction.
- 1.4 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to DEADWOOD. The following submittals will be required for this project:
  - a. Proposed Construction Schedule and Bid Forms.
- 1.5 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work, “Alt-Adds” included. The Contractor will use on-site, native materials whenever possible. Native materials such as rocks, trees, soils, etc. within 100-feet of the general trail corridor can be used to construct trail features/structures. It is determined that their use will not adversely impact natural resources based on a

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field review between DEADWOOD and Contractor during the design and layout approval.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by DEADWOOD. off-site materials furnished by the Contractor shall be of the type and quality described in these specifications. The DEADWOOD's determination as to whether substitution will be permitted will be final and conclusive.

- 1.6 Equipment restrictions, access and haul routes - Trails are to be constructed using machine labor with hand labor employed for finish work and along any area ill-suited for machine construction. To minimize environmental impact and keep the footprint of disturbance within immediate trail construction area only, equipment shall be limited to hand tools or small (mini or micro) walk-behind or ride on mechanized equipment. Use of and types of mechanical equipment will need to be detailed in Bid documents and approved by DEADWOOD prior to construction. The Contractor shall inspect the access for suitability and will need DEADWOOD approval for any access outside the general construction corridor. Any trail-construction-related damage to lands located outside the trail corridor will be the responsibility of the Contractor. Equipment must be cleaned prior to commencing construction to ensure that weeds are not transported from off-site projects.

In the case of major equipment failure, it is the responsibility of the Contractor to immediately contact DEADWOOD.

- 1.7 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.
- 1.8 Preservation of Vegetation - The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by DEADWOOD and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

- 1.9 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of DEADWOOD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.
- 1.10 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY

## White Rocks Trail System – 2024

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DEADWOOD, shall be completed by the Contractor at their expense, within a time frame agreed upon by DEADWOOD. All manufacturer warranties shall be transferred to DEADWOOD.

### **Section 2: Trail Construction Guidelines**

- 2.1 General - Contractor will adhere to *Sustainable Trail Construction* best practices and guidelines that are accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, max grades function of soils and use, etc.). The City of Deadwood understands that all trails comprise a creative process driven by local conditions and the involved parties' collaborative efforts. Modifications to the specifications may be allowed, however, they must be made in collaboration with the DEADWOOD and in writing.

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated Bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications.

No excavation shall be made in frozen materials without written approval from DEADWOOD.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by DEADWOOD to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by DEADWOOD. When applicable the surfaces shall be moistened with water and tamped or rolled with suitable tools or equipment to form a compacted trail foundation

- 2.2 Excavation for Drainage - The Contractor shall perform excavation for drainage, and as may be instructed by City staff. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met and contained herein.
- 2.3 Surface Water Control Features - Drainage structures will be incorporated into the trail tread and trail layout to minimize the effects of water flow and prevent excessive erosion. The Trail shall follow the contour, minimize stream crossings and felling of large trees, and stay at least four (4) feet from stream banks except at crossings.

Alignment shall take advantage of natural drainages to minimize the need for major

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drainage modifications.

In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals.

- 2.4 Backfill - Any backfill shall be placed and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 8 inches in thickness. Use of organic or duff is prohibited. Backfill material shall be obtained from material moved in required excavations. Backfill shall be placed to the same elevation on both sides of the structures, culverts, or other work.

### **Section 3: Detailed Guidelines for Construction**

- 3.1 Trail Flagging- DEADWOOD will flag the center line of a ten foot right of way. The Contractor may place supplementary flagging of the final alignment.
- 3.2 Water for Construction- Upon approval, nearest water available for trail construction is from miscellaneous springs and a stock tank if permission is granted from owner.
- 3.3 Features- Difficulty on bike trails will be constructed as described below for each individual trail. Earthen structures will be composed entirely of mineral soil and/or rock, stabilized and compacted. Hand tamping only is not acceptable. Use of organic material or duff is prohibited. Where suggested by Contractor and DEADWOOD, short alternate lines of increased/decreased difficulty may be considered.
- 3.4 Clearing of Corridor- Clearing of corridor will be performed by Contractor. The maximum width of the corridor is five feet, less is preferred and whenever possible, with narrower gateways through natural obstacles (trees, rock outcrops) are encouraged with a height of 8-12 feet. Clearing and grubbing will be done with minimal disturbance to surrounding soils, vegetation, and viewshed. Taking of trees larger than four inches will be avoided and only done with no other option. Limbing and pruning will be done using techniques and industry standards that protect trees/shrub from undue harm. Vegetation will be lopped to the ground no more than a few inches high and scattered away from the trail edge, making visibility of debris minimal.
- 3.5 Spoils- Spoil material, including dirt, duff, rock and vegetation loosed during trail construction must be distributed such that no berm is left along trail edge to a minimum distance of ten feet from edge of trail. Spoil material will be not more than four inches in depth, spread in a manner that does not bury existing vegetation, does not interfere with drainages, and is scattered to blend with surrounding landscape. Piling debris in stream beds, gullies, or suspected wetlands is prohibited. If borrow pits are created they will be restored to finish requirements.
- 3.6 Trail Tread- Trail tread will be 24"- 36", larger where necessary for landing platforms, turning radius and features. Full bench construction whenever possible. If fill is required, it will be properly retained and discussed with DEADWOOD prior to action. Mainly firm trail surfaces with smooth paths through obstacles. Rock material may be left in tread in instances of increased difficulty or to achieve a particular goal of a specific segment. All stumps, roots, brush will be removed from

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tread with holes filled and compacted.

- 3.7 Water Diversions- A 5-7% outslope will be incorporated on all applicable tread. When not possible or desirable due to purpose-built in-sloping, resource concerns, or obstructions, water can be directed down the trail for short distance before a water diversion feature is incorporated. Frequent grade reversals are encouraged. To promote self-cleaning drains, grade reversals will be >15%. If >25% riprap or armor will be installed. Water bars will not be used in the construction of this project.
- 3.8 Turns- All berm turns or insloped switchbacks will be created with an insloped turn pad. Turning radii should be consistent throughout the turn. Turns with a running grade of twenty percent (20%) or greater in the apex should have a rock armored drain two feet wide following the inside of the turn. Any fill structure for a turn pad will comply with composition, compaction, and fill slope requirements. If a retaining wall is employed in place of a fill slope, the structure will be constructed of stone and comply with all industry standards and specifications for rock retaining walls. A grade reversal or rolling grade dip will be constructed before and after each bermed turn or insloped switchback. If multiple switchbacks are required, they will be situated to minimize “stacking”. The grade reversals or rolling grade dips are part of the entire feature and will not be billed as separate units. The Contractor will create short-cutting deterrents at each turn.
- 3.9 Rollers & Brollers (Bermed Rollers)- A broller is defined as tilted tread surface that is insloped or off camber in excess of the standard tread out slope of 5%. Brollers do not result in a change of direction across the landscape and do not cross the fall line. Typical rollers and brollers will be included in the Bid price for all trail construction types and are not considered berms or turns.
- 3.10 Grade Reversals/Rolling Grade Dips- A designed grade reversal or rolling grade dip should occur approximately every 20-70 feet. Grade dips will be incorporated uphill and downhill from every significant turn unless acceptable substitute is available. Typically, six feet long or greater in bottom, and ten feet long or greater on top, a height differential of 12”, with a grade between 15%- 25% grade, and sides slope of 2:1. Specific details will be determined by the Contractor in partnership with the City of Deadwood. Reversals constructed of fill >12” are considered features.
- 3.11 Armor- Tread hardening using native stone will be implemented where needed for unavoidable erosion control using native stone as available and done to known industry standards in grade, stability, width, and length. Visible rocks that can be easily collected without significant disturbance will be used. Any alternative manufactured armoring products that the Contractor would like to use must be preapproved by the City of Deadwood.
- 3.12 Finish Work- Finish work to be performed by the Contractor. Trails will be finished as the project advances to minimize erosion, control sediment, and reduce exposure of the tread. All equipment marks will be smoothed and blended prior to completion. Back slope will be graded to 3:1 or matched to existing slope wherever possible, and stumps or exposed roots will be flush-cut or removed. Contractor will assure that down slope spoils are visually minimal and will not interfere with drainage off tread. Rocks unearthed that are not used in construction will be spread away from trail edge, natural side up and anchored to avoid rolling. All finish work will be completed to the satisfaction of the City of Deadwood. Signage

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is the responsibility of the City of Deadwood.

### **Section 4: Completion Requirements**

- 4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.
- 4.2 General Comments:
  - 4.2.1 DEADWOOD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to build the entire project.
  - 4.2.2 Contractors must have experience constructing non-motorized trails to IMBA standards. In addition, Contractors must have a minimum of five (5) years of experience building trails of comparable size and scope to the trails in this document. This includes following flagging, clearing the general corridor, final trail alignment, and directing machine and hand- build construction methods. As described per the formal Bid sheet, Contractors must provide a minimum of three (3) references with the Bid form to include name, address, phone number, date of project, description, and location of project.
  - 4.2.3 Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
  - 4.2.4 Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
  - 4.2.5 Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
  - 4.2.6 A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include DEADWOOD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
  - 4.2.7 The Contractor shall make every effort to verify the availability of materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by DEADWOOD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by DEADWOOD. Contractor must not assume that substitutions will be granted.
  - 4.2.8 It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
  - 4.2.9 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
  - 4.2.10 Contract Time. Said work may commence upon receipt of the Notice to

## White Rocks Trail System – 2024

Proceed. Concept of the work is to start and to progress without interruption until the job is complete.

- 4.2.11 The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. DEADWOOD will not be held responsible for repair or replacement of items.

### **Section 5: Local Environment - Project Area**

- 5.1 Soils- Soils in the project area typically range from shallow (<20”) to moderately deep (20-40”) to bedrock and well drained, with coarse fragments ranging in size from channers to cobbles, with surface textures dominantly gravely silt loam. Slope ranges identified in the soil mapping units were described as steep, with the dominant map unit ranging from 10-65%.
- 5.2 Precipitation- 15-19” annually
- 5.3 Vegetation- Predominant vegetation includes conifers, an understory of forbs and grasses and open grassland/shrubland parks. Dominant plant community- ponderosa pine, oak, and aspen depending upon slope, aspect, and elevation.
- 5.4 Archaeological/Environmental Constraints- Per cultural survey, the significant resources reported in project area have been circumvented. There are no significant lakes, ponds, or wetland areas intersected by trail. One drainage (City Creek) with annual flow intersects the project area where trail hardening will need incorporated.

### **Section 6: Individual Trail Specifications**

Trail Placeholder Name: “White Rocks” Trail Usage: Shared biking and hiking.

Desired Trail Experience: Flowy moderately difficult with rolling contours, grade reversals, bermed turns, small to medium optional features using only natural materials. Generally uphill travel but built to be a good experience coming down also. Emphasis on using natural features as positive control points.

Length: 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. The entire route was flagged in September 2023.

Grade: 5 to 7%

Side-Slopes: 10 – 25% with sections >30%

Elevation Change: Ranges from approximately +/-4,500 feet to +/-5,000 feet.

Preferred Equipment: The upper portions of this trail can be easily accessed by mini excavator from US Hwy 85 or Denver Avenue.

Tread Width: 24” – 36” (width based on side slope)

Tread Surface: As uniform as terrain allows within a moderate difficulty level. Include rock armor when appropriate.

Corridor Width: 36-48 inches, less when possible, with narrow gateways through natural obstacles (trees, rock outcrops) encouraged.

Features (>12 inches in Height): Features >12” in height must be optional and paired with an easier line.

Number of Features: Spread appropriately for enjoyable experience over the span of the

## White Rocks Trail System – 2024

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trail.

Rock: Expect limestone outcropping and some thin soil material with rock beneath.

Environment: Approximately 50% forest, 50% scrub brush mixed.

Vegetation: Mainly Ponderosa, Spruce, and Oak.

Hydrology: The water drainages in this section of trail are minimal.

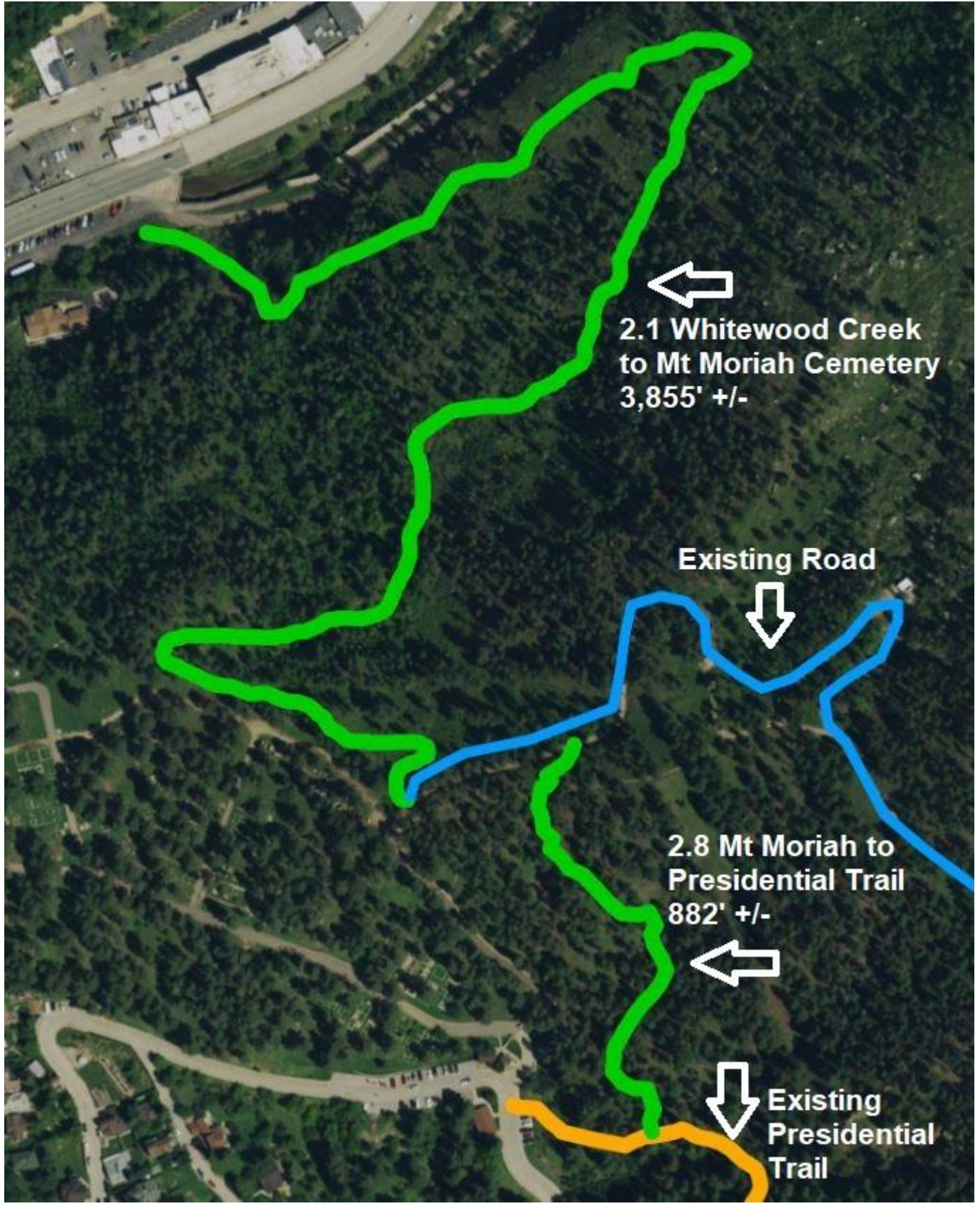


# White Rocks Trail System – 2024

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## **Project Map**

White Rocks Trail System – 2024



←  
2.1 Whitewood Creek  
to Mt Moriah Cemetery  
3,855' +/-

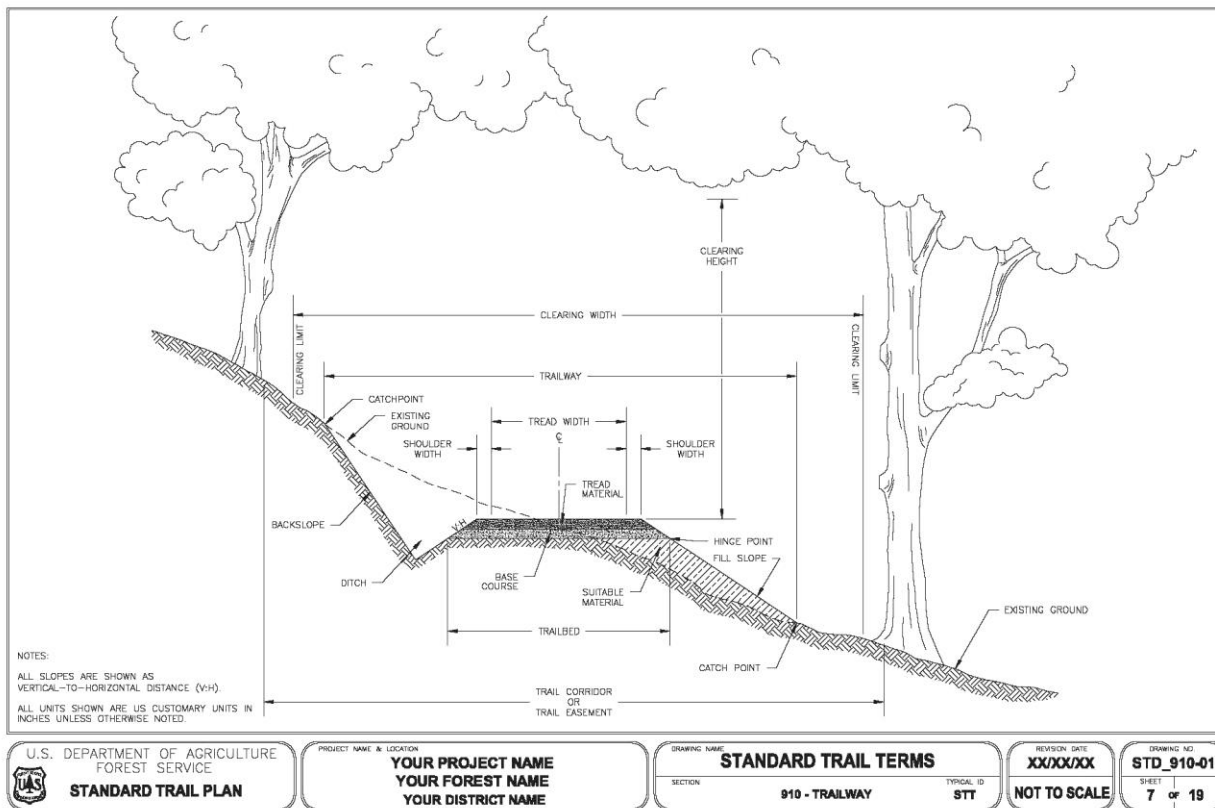
Existing Road  
↓

←  
2.8 Mt Moriah to  
Presidential Trail  
882' +/-

↓  
Existing  
Presidential  
Trail

# White Rocks Trail System – 2024

The following plans are made available for reference only on the trail building and to provide guidance to the project. Plans are from the U.S. Department of Agriculture Forest Service and are to be used as reference for the project.



# White Rocks Trail System – 2024

### TYPICAL TRAIL CROSS SECTIONS

**A FULL BENCH SECTION**  
 8 INCHES SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 ABOVE 30% SIDESLOPE  
 SLOPE ROUNDING IN COMMON MATERIAL  
 6 INCHES  
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE  
 20 FT

**B BALANCED SECTION**  
 8 INCHES SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 6 INCHES TO 29% SIDESLOPE  
 SLOPE ROUNDING IN COMMON MATERIAL  
 BACKFILL WITH SUITABLE MATERIAL  
 6 INCHES  
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE  
 20 FT

**C FLAT SECTION**  
 SHOULDER WIDTH  
 TREAD WIDTH  
 SHOULDER WIDTH  
 0 INCHES TO 5% SIDESLOPE

### TYPICAL TRAIL TREAD AND SHOULDER WIDTH

TYPICAL ID	SECTION TYPE	TREAD FINISH	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
TSF-1	B	T1	24 IN	12 IN	12 IN	HIKING USE
TSF-2	A	T2	18 IN	6 IN	6 IN	MOUNTAIN BIKE USE
TSF-3	C	T2	48 IN	12 IN	12 IN	OHV USE

### TREAD CROSS SLOPE

TYPICAL ID	OUTSLOPE	INSLOPE	CROWNED SECTION	COMMENTS
TCS-1	3%	NA	NA	TYPICAL UNLESS OTHERWISE STAKED

### SLOPE AND TRAILBED FINISH

TREAD FINISH	ROOTS	LOOSE ROCK	EMBEDDED ROCK	COMMENTS
T1	1	1	1	
T2	3	3	3	TRAIL CLASS 4
T3				
T4				
T5				
T6				

### TRAILBED AND SLOPE FINISH

**SLOPE FINISH**  
 REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

**TRAILBED FINISH**  
 REMOVE LOOSE ROCK ON THE TRAILBED WITH A DIMENSION GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.  
 REMOVE OR REDUCE EMBEDDED ROCK THAT PROTRUDES MORE THAN THE DIMENSIONS SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

NOTES:  
 1. SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.  
 2. LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**  
**YOUR FOREST NAME**  
**YOUR DISTRICT NAME**

DRAWING NAME: **TYPICAL CROSS SECTION & SLOPE FINISH**

SECTION: **911 - TREAD AND PRISM**

TYPICAL ID: **TR1**

REVISION DATE: **XX/XX/XX**

DRAWING NO.: **STD 911-01**

SHEET: **8** OF **19**

NO SCALE

### TYPICAL RETAINER TYPE

RETAINER TYPE	MATERIAL	SIZE	SPECIES/ GRADE	PRESERV. TYPE	JOINT TYPE	COMMENTS
R1	ROCK					
R2a	LOG	8 IN	OAK	NA	L1	USE LOCAL NATIVE TREES
R2b	LOG					
R2c	LOG					
R3a	SAWN TIMBER	6X6	SP/#2	P1	L2	
R3b	SAWN TIMBER					
R3c	RAIL ROAD TIES					
X						
X						
X						
X						

### TYPICAL ROCK RETAINER (R1)

100 POUND MINIMUM  
 TREAD  
 EMBED ROCK 2/3 MINIMUM

### TYPICAL LOG RETAINER (R2a, R2b, R2c)

BACKFILL WITH SUITABLE MATERIAL  
 TREAD  
 EMBED 1/3 MINIMUM  
 NO. 5 REBAR MINIMUM  
 18 INCHES MINIMUM

16d NAIL  
 2 X 2 OR 3 INCH DIAMETER NATIVE CUT STAKE  
 18 INCHES LG  
 TREAD  
 8 INCH DA MINIMUM

### TYPICAL TIMBER RETAINER (R3a)

BACKFILL WITH SUITABLE MATERIAL  
 TREAD  
 EMBED 1/3 MINIMUM  
 NO. 5 REBAR MINIMUM  
 18 INCHES MINIMUM

### TYPICAL STACKED LOG RETAINER (R2c)

BACKFILL WITH SUITABLE MATERIAL  
 TREAD  
 EMBED 1/3 MINIMUM  
 TOTAL HEIGHT  
 24 INCHES MINIMUM  
 NO. 5 REBAR MINIMUM

### TYPICAL STACKED TIMBER RETAINER (R3b)

BACKFILL WITH SUITABLE MATERIAL  
 TREAD  
 EMBED 1/3 MINIMUM  
 TOTAL HEIGHT  
 24 INCHES MINIMUM  
 NO. 5 REBAR MINIMUM

### TYPICAL BUTT JOINT (L1)

8 INCH MINIMUM  
 1/4 INCH GAP MAXIMUM  
 2-20d RING SHANK NAILS  
 DRAIN CUT DEPTH AS NEEDED

### TYPICAL LAP JOINT (L2)

6 INCH MINIMUM  
 2X T  
 1/2T  
 DRAIN CUT DEPTH AS NEEDED

### TYPICAL SCAFF JOINT (L3)

6 INCH MINIMUM  
 T  
 T  
 30°  
 DRAIN CUT DEPTH AS NEEDED

1/2 INCH MAXIMUM  
 TREAD  
 EMBED 1/3 MINIMUM

**TYPICAL ROCK SPACING**

2-20d RING SHANK NAILS  
 16d NAIL  
 TOP VIEW  
 2 X 2 OR 3 INCH DIAMETER NATIVE CUT STAKE  
 18 INCHES LG

NOTES:  
 1. PRE-DRILL HOLES FOR REBAR TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS. RECESS END OF REBAR 1/2 INCH BELOW TOP OF TIMBER.  
 2. PLACE REBAR, ANCHOR BOLT OR STAKE 6 INCHES FROM EACH END OF TIMBER WITH MAXIMUM SPACING OF 36 INCHES. FOR STACKED RETAINERS STAGGER JOINTS 24 INCHES MINIMUM.  
 3. COMPACT BACKFILL IN 8 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.  
 4. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.  
 5. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

PRESERVATIVE TREATMENT - (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	X
P2	WB	UC3B	
P3	XX	XXXX	

TREATMENT TYPE		USE CATEGORY	
WB = WATERBORNE	OT = OIL-BORNE	UC3B = ABOVE GROUND	UC4A = GROUND CONTACT
		UC4B = GROUND CONTACT	UC4C = GROUND CONTACT
			EXPOSED - GENERAL USE - HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**  
**YOUR FOREST NAME**  
**YOUR DISTRICT NAME**

DRAWING NAME: **TYPICAL RETAINERS**

SECTION: **911 - TREAD AND PRISM**

TYPICAL ID: **TR1**

REVISION DATE: **XX/XX/XX**

DRAWING NO.: **STD 911-03**

SHEET: **9** OF **19**

NO SCALE

# White Rocks Trail System – 2024

### EXISTING TRAIL RESTORATION

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
ETR-1	ALL	48 IN	12 IN	12 IN	OHV USE
ETR-2	B	24 IN	12 IN	12 IN	HIKING USE

NOTES:

- RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
- INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
- DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
- USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
- SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME <b>EXISTING TRAIL RESTORATION</b></p> <p>SECTION <b>911 - TREAD AND PRISM</b></p>	<p>REVISION DATE <b>XX/XX/XX</b></p> <p>TYPICAL ID <b>ETR</b></p> <p>NO SCALE</p>	<p>DRAWING NO. <b>STD_911-30-01</b></p> <p>SHEET <b>10 of 19</b></p>
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### CLEARING LIMITS - TREES AND LOGS

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS			* LEAVE TREES		CLEAR ZONE		STUMPS MAXIMUM HEIGHT (H)	HAZARD TREE REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS	
		DOWNHILL WIDTH (A)	UPHILL WIDTH (B)	CLEARING HEIGHT (C)	DISTANCE (FEET) (D)	DIAMETER (INCHES) (E)	DOWNHILL WIDTH (F)	UPHILL WIDTH (G)					OBSTRUCTION HEIGHT (J)
CLT-1	C 1	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-2	C 2	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-3	C 2	10 FT	10 FT	10 FT	5 FT	10 IN	48 IN	48 IN	3 IN	9 IN	45 FT	D 1	OHV USE

#### CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	X
C7	X	X

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDAUNED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

#### DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME <b>CLEARING LIMITS-TREES AND LOGS</b></p> <p>SECTION <b>912 - CLEARING LIMITS</b></p>	<p>REVISION DATE <b>XX/XX/XX</b></p> <p>TYPICAL ID <b>CLT</b></p> <p>NO SCALE</p>	<p>DRAWING NO. <b>STD_912-01</b></p> <p>SHEET <b>11 of 19</b></p>
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# White Rocks Trail System – 2024

### CLEARING LIMITS - BRUSHING

TYPICAL ID	CLEARING METHOD	BRUSHING LIMITS			MOWING LIMITS		DISPOSAL METHOD	COMMENTS
		UPHILL WIDTH (J)	DOWNHILL WIDTH (K)	CLEARING HEIGHT (L)	UPHILL WIDTH (M)	DOWNHILL WIDTH (N)		
CLB-1	C 9/10	5 FT	5 FT	8 FT	24 IN	24 IN	D 1	HIKING USE
CLB-2	C 9/10	10 FT	10 FT	10 FT	48 IN	48 IN	D 1	DHV USE

**CLEARING METHOD**

CLEARING TYPE	CLEARING METHOD	COMMENTS
C9	BRUSHING	X
C10	MOWING	
C11	X	

**DISPOSAL METHOD**

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

NOTE:  
SEE SHEET STD\_S12-01 FOR CLEAR ZONE LIMITS

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME <b>CLEARING LIMITS - BRUSHING</b></p> <p>SECTION <b>912 - CLEARING LIMITS</b></p>	<p>REVISION DATE <b>XX/XX/XX</b></p> <p>NO SCALE</p>
		<p>TYPICAL ID <b>CLB</b></p>	<p>DRAWING NO. <b>STD_912-02</b></p> <p>SHEET <b>12 of 19</b></p>

### SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
			UPHILL	DOWNHILL		TYPE	DEPTH	TYPE	DEPTH	
TSS-1	B	24 IN	12 IN	12 IN	YES	B 1	6	S 2	6 IN	HIKING USE—GEOTEXTILE—NON—WOVEN
TSS-2	A	18 IN	6 IN	6 IN	NA	B 1	6	S 2	6 IN	MOUNTAIN BIKE USE
TSS-3	C	48 IN	12 IN	12 IN	NA	B 1	6	S 2	6 IN	DHV USE

N/A WHEN NOT APPLICABLE

**A OUTSLOPED SECTION**

**BASE COURSE MATERIAL TYPE**

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRULIN	3" MINUS	NATIVE MATERIAL SOURCE
B2	AGGREGATE	X	
B3	X	X	

**SURFACE COURSE MATERIAL TYPE**

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRULIN	X	X
S2	AGGREGATE	3" MINUS	COMMERCIAL SOURCE
S3	CLAY	X	
S4	WOODCHIPS	X	
S5	X	X	

**B EXCAVATED SECTION**

**C RAISED SECTION**

NOTE:  
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.  
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION <b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME <b>TYPICAL SURFACING SECTIONS</b></p> <p>SECTION <b>913 - SURFACING</b></p>	<p>REVISION DATE <b>XX/XX/XX</b></p> <p>NO SCALE</p>
		<p>TYPICAL ID <b>TSS</b></p>	<p>DRAWING NO. <b>STD_913-01</b></p> <p>SHEET <b>13 of 19</b></p>

# White Rocks Trail System – 2024

### ROCK FOUNDATIONS

TYPICAL ID	SECTION TYPE	GEOTEXTILE TYPE	FOUNDATION		RETAINER*		COMMENTS
			DEPTH	WIDTH	IN-FILL MATERIAL TYPE	TYPE	
RKF-1	C	G1	12 INCH	36 IN	FM3	R30	X

N/A WHEN NOT APPLICABLE  
\*FOR TYPICAL RETAINERS SEE SHEET STD\_911-03

**A EXCAVATED SECTION**

**B RAISED SECTION**

**C RETAINER SECTION**

**NOTE:**

- REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- OVERLAP GEOTEXTILE A MINIMUM OF 12 INCHES AT CENTER AND AT ENDS.
- A 6 INCH MINIMUM COVER IS REQUIRED OVER ALL GEOTEXTILE AND GEDCELL FOUNDATIONS.

**GEOTEXTILE TYPE**

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	X
G2	WOVEN	
G3	X	

TYPE	MATERIAL	ROCK SIZE	GRADATION %	COMMENTS
FM1	AGGREGATE	1 INCH MINUS	X	
FM2	COARSE AGGREGATE	3 INCH MINUS	X	
FM3	ROCK	3 TO 6 INCH	X	GABION ROCK
FM4	ROCK	4 TO 8 INCH	X	
FM5	HEAVY ROCK	8 INCH PLUS	X	
FM6	X	X	X	

**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION

**YOUR PROJECT NAME**

**YOUR FOREST NAME**

**YOUR DISTRICT NAME**

DRAWING NAME

**ROCK FOUNDATIONS**

SECTION: **918 - FOUNDATIONS**

TYPICAL ID: **RKF**

REVISION DATE

**XX/XX/XX**

NO SCALE

DRAWING NO

**STD\_918-10-01**

SHEET **14** OF **19**

### STANDARD CULVERT

TYPICAL ID	GEOTEXTILE TYPE	BEDDING		CULVERT		RETAINER*		COMMENTS
		TYPE	TYPE	MITERING (A) (B)	TYPE			
SCV-1	NA	B1	C2	NA	NA	R20		

N/A WHEN NOT APPLICABLE  
\*FOR TYPICAL RETAINERS SEE SHEET STD\_911-03

**END VIEW**

**ELEVATION VIEW**

**CULVERT TYPE**

TYPE	MATERIAL	COMMENTS
C1	CMP - GALV	X
C2	HDPE	
C3	PLASTIC	
C4	ALUMINUM	
C5	CONCRETE	
C6	X	

**NOTE:**

- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

**BEDDING MATERIAL TYPE**

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN	3" MINUS	NATIVE MATERIAL
B2	AGGREGATE	X	
B3	X	X	

**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION

**YOUR PROJECT NAME**

**YOUR FOREST NAME**

**YOUR DISTRICT NAME**

DRAWING NAME

**STANDARD CULVERT**

SECTION: **921 - CULVERTS**

TYPICAL ID: **SCV**

REVISION DATE

**XX/XX/XX**

NO SCALE

DRAWING NO

**STD\_921-10-01**

SHEET **15** OF **19**

# White Rocks Trail System – 2024

### DRAIN DIP SECTION

TYPICAL ID	DRAIN DIP TYPE	GEOTEXTILE TYPE	SKEW	SURFACE COURSE		ROCK SPILLWAY	COMMENTS
				TYPE	DEPTH		
DD1-1	DD1	NA	30 DEG	S 1	6 IN	NA	

N/A WHEN NOT APPLICABLE  
 \*\*\*FOR ROCK SPILLWAY SEE SHEET STD\_923-10-01

NOTES:  
 1. DRAIN DIPS WILL BE STAKED IN THE FIELD.  
 2. ROCK SPILLWAY SLOPE SHALL BE THE SAME AS THE CONSTRUCTED FILL SLOPE.

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	
G2	WOVEN	
G3		

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITBLIN	1" MINUS	NATIVE MATERIAL
S2	AGGREGATE	X	
S3	X	X	

DRAIN DIP TYPE	% PROFILE GRADE	L1	L2	L3	(+)	(-)
DD1	0 TO 4	20 FT	10 FT	20 FT	12 IN	NA
DD2	5 TO 6					
DD3	7 TO 8					
DD4	9 TO 10					
DD5	X					

OVER 10% NOT RECOMMENDED  
 H = Q OF TREAD

SHEET 1 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>DRAIN DIP</b></p> <p>SECTION: <b>927 - DRAIN DIPS</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p><b>NO SCALE</b></p>	<p>DRAWING NO.</p> <p><b>STD_927-10-01</b></p> <p>SHEET <b>16</b> OF <b>19</b></p>
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SHEET 2 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE <b>STANDARD TRAIL PLAN</b></p>	<p>PROJECT NAME &amp; LOCATION</p> <p><b>YOUR PROJECT NAME</b> <b>YOUR FOREST NAME</b> <b>YOUR DISTRICT NAME</b></p>	<p>DRAWING NAME</p> <p><b>DRAIN DIP DETAILS</b></p> <p>SECTION: <b>927 - DRAIN DIPS</b></p>	<p>REVISION DATE</p> <p><b>XX/XX/XX</b></p> <p><b>NO SCALE</b></p>	<p>DRAWING NO.</p> <p><b>STD_927-10-02</b></p> <p>SHEET <b>17</b> OF <b>19</b></p>
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<b>BID TAB</b>					
<b>28-Mar-24</b>					
<b>Fuller Brothers Trail System</b>					
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>White Rocks Trails</u>		
		N/A			
Highpoint Siteworks, LLC			\$ 24,160.00		
Benchmark Trails, LLC			\$ 44,038.44		
AusCar X, LLC			\$ 53,660.00		
K4 Trails			\$ 34,254.00		
Staff Present:					
Kevin Kuchenbecker					
Jessicca McKeown					
Justin Lux					
Randy Adler					
Also Present:					
Kevin Wagner					
Kevin Forrester					
Eric Hennemen					

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE  
AND RETAIL (ON-OFF SALE) WINE 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 April 1, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Pony Hills LLC, dba The Venue at Deadwood, 250 US Hwy 14A, M.S. 166, Lot 1, Deadwood, Lawrence County, South Dakota.

**1 – Retail (on-off sale) Wine and Cider:**

Pony Hills LLC, dba The Venue at Deadwood, 250 US Hwy 14A, M.S. 166, Lot 1, 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 18th day of March, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – March 21, 2024

For any public notice that is published one time:

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

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



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

---

**BOARD OF ADJUSTMENT  
STAFF REPORT  
CONDITIONAL USE PERMIT**

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**Staff Report**

Date: April 1, 2024  
From: Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
RE: Conditional Use Permit – Vacation Home Establishment

---

**APPLICANT(S):** Lorann Berg (on behalf of BNS Properties, LLC)

**PURPOSE:** Application for CUP – Vacation Home Establishment

**ADDRESS:** 81 Charles Street

**LEGAL DESCRIPTION:** LOT 7 IN BLOCK 74 OF THE ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, A SHOWN ON THE P.L. ROGERS MAP OF THE TOWN OF DEADWOOD.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** C1 – Commercial

**STAFF FINDINGS:**

---

Surrounding Zoning:

North: C1 – Commercial  
South: R1 – Residential  
East: C1 – Commercial  
West: C1 – Commercial

Surrounding Land Uses:

Businesses  
Residences  
Businesses  
Businesses

**SUMMARY OF REQUEST**

---

The applicant has submitted a request for a Conditional Use Permit to operate a Vacation Home Establishment located at 81 Charles Street. Since 2015,

81 Charles Street has been utilized as a Vacation Home establishment. It is rented as a long-term rental occasionally during the winter months. This property is seeking to become compliant with Municipal Code 17.76.

## **FACTUAL INFORMATION**

---

1. The property is currently zoned C1 – Commercial.
2. The property has operated in the past as a vacation home establishment for several years.
3. The subject property has access from Charles Street with off-street parking for two (2) vehicles.
4. The subject property is located within a C1 - Commercial zoning location on 3 sides, and an R1 – Residential zoning on the south side.
5. The property is not located within a flood zone.
6. Adequate public facilities are available to serve the property.
7. The area is characterized by a mixture of both business and residential uses.

## **STAFF DISCUSSION**

---

The applicants have submitted a request for a Conditional Use Permit for a Vacation Home establishment and City regulations permit Vacation Home establishments in C1- Commercial zoning districts with an approved Conditional Use Permit. The subject property has been operating as a Vacation Home establishment since 2015. According to their application, they have adequate off-street parking and a driveway providing ingress/egress onto Charles Street.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law defines a Vacation Home Establishment as the following:

### **“Vacation home establishment” means:**

Any home, cabin, or similar building that is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for more than 14 days in a calendar year and is not occupied by an owner or manager during the time of rental as defined and permitted by the State of South Dakota and this Title. This term does not include a bed and breakfast establishment as

defined in this Title.

1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.040;

*In this instance the property is in a C1 – Commercial zoning district. Lorann Berg plans to continue to operate the Vacation Home Establishment as it has been run since 2015.*

2. Vacation Home Establishments shall be located in upper floors of commercial structures only within the local historic district.

*This property is not located in a commercial structure within the local historic district. Therefore, first floor use is permissible in this instance.*

### **COMPLIANCE:**

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1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 10.10.B.
2. A sign was posted on the property for which the requests were filed.
3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

### **GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:**

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In reviewing any application under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking have not significantly affected the neighborhood. This area has a mixture of businesses and single-family dwellings.*

Conditional Use Permit – Vacation Home Establishment  
81 Charles Street  
April 1, 2024

- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned C1 – Commercial and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking.*

- C. The proposed use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

*If the applicant only uses off street parking and prevents any public nuisance issues that are often associated with Vacation Home Establishments, the proposed use may not result in a substantial or undue adverse effect on adjacent properties, or the character of the property and the use would not alter the character of the district. There will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community. To date, the City has not received any complaints about the operation of this establishment; however, the adjacent property owner has expressed concern over this Conditional Use Permit and while not contacting the City, has voiced some challenges with this office over noise and guests over the years this past week.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any conditional use, lot and performance standards shall be the same as similar type uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

Conditional Use Permit – Vacation Home Establishment  
81 Charles Street  
April 1, 2024

*The proposed use would not increase the proliferation of non-conforming uses. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

*The proposed use will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.*

**CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:**

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- A. Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke conditional use permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.



Conditional Use Permit – Vacation Home Establishment  
81 Charles Street  
April 1, 2024

If approved, staff recommendations for stipulation(s):

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of state sales tax number shall be provided to the Planning and Zoning Office for their files.
3. Inspection by the City of Deadwood Building to ensure the building meets all building codes.
4. City water and sewer rates to be changed from residential to commercial rates.
5. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business License.
7. Obtain Lodging License after inspection from the South Dakota Department of Health.
8. Two (2) designated parking spots are to be clearly marked with the use of painted stripes.
9. Signs are to be hung specifying where guests are to park.
10. Compliance with all city ordinances must be met.

**ACTION REQUIRED:**

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Recommendation was made on March 20, 2024, by the Planning and Zoning Commission to approve the Conditional Use Permit – 81 Charles Street - Vacation Home Establishment with the above conditions.

1. Approve/Deny/Approve with Conditions by Deadwood Board of Adjustment

Return Completed Form To:  
**Planning and Zoning**  
108 Sherman Street  
Deadwood, SD 57732



Questions Contact:  
**Kevin Kuchenbecker**  
(605) 578-2082 or  
kevin@cityofdeadwood.com

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

### APPLICATION FOR CONDITIONAL USE PERMIT

Application Fee: \$500.00

**Applicants:** Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Name of Proposed Development: \_\_\_\_\_

Street Location of Property: 81 Charles St Deadwood SD

Legal Description of Property: Original Town of Deadwood Lot 7 Blk 74

Zoning Classification of Property: Commercial

Name of Property Owner: BNS Properties LLC Telephone: (605) 545-1009

Address: 3942 Fairway Hills Dr Rapid City SD 57702  
Street City State Zip

Name of Applicant: Lorann Berg, Manager Telephone: (605) 545-1009

Address: 3942 Fairway Hills Dr Rapid City SD 57702  
Street City State Zip

**1. The following documents shall be submitted:**

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A written statement addressing the criteria for approval.

Uses of Building or Land: Short term and long term rental

Signature of Applicant: Lorann Berg Date: 02/16/24

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Fee: \$ 500 Paid On 2/23/24 Receipt Number 00191879


Legal Notice Published Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_

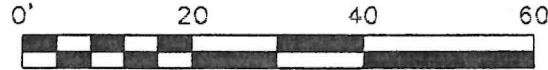
<b>PLANNING AND ZONING ADMINISTRATOR:</b>			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
<b>PLANNING AND ZONING COMMISSION:</b>			
Approved/P&Z Commission:	Yes	No	Date: _____
<b>DEADWOOD BOARD OF ADJUSTMENT:</b>			
Approved/City Commission:	Yes	No	Date: _____

Reason for Denial (if necessary): \_\_\_\_\_

12/19/2014 FRI 10:04 FAX

003/003

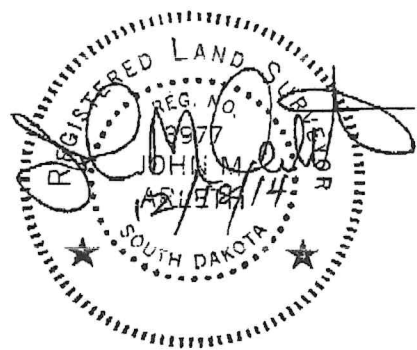
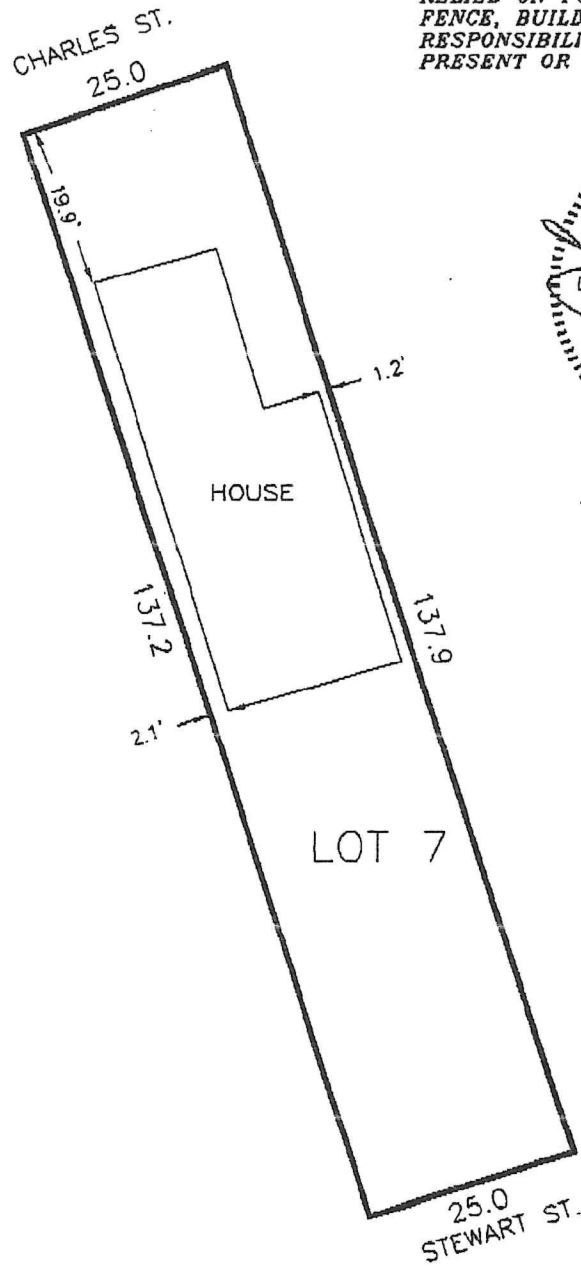
 <b>ARLETH LAND SURVEYING, LLC</b> 24 CLIFF ST. DEADWOOD, SD 57732 605-578-1637	<b>IMPROVEMENT SURVEY</b>	DATE: DECEMBER 18, 2014
	CERTIFIED TO: OMNI HOME FINANCING	OWNER: GARRY MILLER
		DRAWN BY: FD
		JOB NO: 9153



LEGAL: LOT 7, BLOCK 74 OF THE ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, AS SHOWN ON THE P.L. ROGERS MAP OF THE TOWN OF DEADWOOD.



**SURVEYOR'S CERTIFICATE**  
 I, JOHN M. ARLETH, DO HEREBY CERTIFY THAT THIS MORTGAGE LOAN INSPECTION SHOWS THE DWELLING AS LOCATED ON THE PREMISES DESCRIBED IN THIS REPORT AND THAT THIS REPORT WAS PREPARED ONLY IN CONNECTION WITH A NEW MORTGAGE AND IS NOT INTENDED OR REPRESENTED TO BE A LAND OR PROPERTY LINE SURVEY; THAT NO CORNERS WERE SET AND THAT THIS REPORT IS NOT TO BE USED OR RELIED ON FOR THE ESTABLISHMENT OF ANY FENCE, BUILDING OR OTHER IMPROVEMENTS. NO RESPONSIBILITY IS EXTENDED HEREON TO THE PRESENT OR FUTURE LANDOWNERS.



RECEIVED: 2014-12-19 09:21:48 (GMT -07:00)


BNS Properties LLC  
81 Charles Street

Item B of CUP application, Development Plan

Attached is a copy of the survey with notes describing the rooms and outside areas of the house. As far as development plans, we want to remodel the kitchen in the spring, but no other plans for change.

12/19/2014 FRI 10:04 FAX

003/003



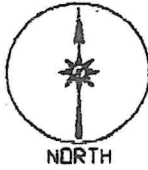
**ARLETH LAND SURVEYING, LLC**  
 24 CLIFF ST.  
 DEADWOOD, SD 57732  
 605-578-1637

**IMPROVEMENT SURVEY**  
 CERTIFIED TO: OMNI HOME FINANCING  
 OWNER: GARRY MILLER

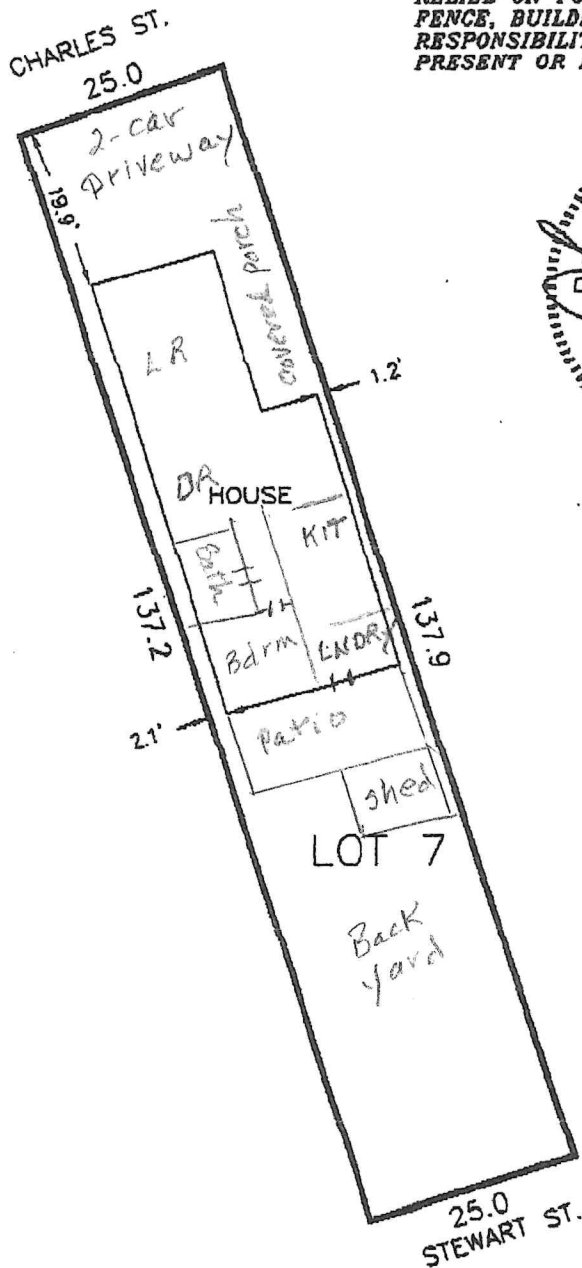
DATE: DECEMBER 18, 2014  
 SCALE: 1" = 20'  
 DRAWN BY: FD  
 JOB NO: 9153



LEGAL: LOT 7, BLOCK 74 OF THE ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, AS SHOWN ON THE P.L. ROGERS MAP OF THE TOWN OF DEADWOOD.



**SURVEYOR'S CERTIFICATE**  
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RECEIVED: 2014-12-19 09:21:48 (GMT -07:00)

BNS Properties LLC  
3942 Fairway Hills Drive  
Rapid City SD 57702

February 27, 2024

Deadwood Planning and Zoning  
108 Sherman St  
Deadwood SD 5773

Re: 81 Charles Street

Dear Sirs,

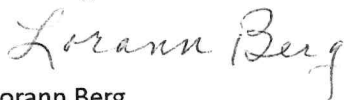
81 Charles Street is a one-bedroom house with a large living-dining area, a full kitchen and bathroom, and a back porch laundry room which leads out to a patio. The back yard is fenced all around and contains a garden shed. There is a private paved driveway in front of the house with space for two vehicles.

It has been a vacation rental since 2015, while also being rented long term through a few winters. We allow up to 4 guests to stay, but most bookings are for two. We provide some kitchen and bathroom supplies for our guests such as coffee, creamer, shampoo, and the like.

The house has been very popular on Airbnb with high ratings for comfort and cleanliness, and we intend to keep up the good work.

Thank you for your attention to this application for a Conditional Use Permit.

Sincerely,



Lorann Berg  
Manager

**NOTICE OF PUBLIC HEARING  
BEFORE THE DEADWOOD BOARD OF ADJUSTMENT**

City of Deadwood  
Planning and Zoning Commission  
Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN**, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations for a single unit Vacation Home Establishment as allowed under Section 17.32.030 Conditional Uses.

**APPLICANTS:** Lorann Berg (on behalf of BNS Properties, LLC)

**LEGAL DESCRIPTION:** LOT 7 IN BLOCK 74 OF THE ORIGINAL TOWN TO THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREON AND SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, RESERVATION, DECLARATIONS AND COVENANTS OF RECORD.

**ADDRESS:** 81 Charles Street

**ZONE:** C1 Commercial District

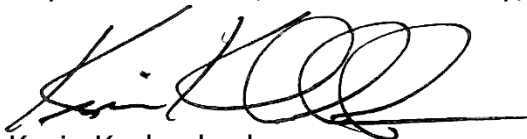
**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Monday, April 1, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

**NOTICE IS FURTHER GIVEN**, that the proposed request for a Vacation Home Establishment is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**ANY** interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

Dated this 1<sup>st</sup> of March 2024

City of Deadwood, Lawrence County, South Dakota



Kevin Kuchenbecker  
Planning, Zoning and Historic Preservation Officer

**PUBLISH:** Black Hills Pioneer: March \_\_\_\_\_, 2024

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

**Technology Inc**

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

**ADDRESS**

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

**SHIP TO**

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

**ESTIMATE #** 1239**DATE** 11/09/2023**EXPIRATION DATE** 04/12/2024

ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>Verkada CH52-1TBE-HW</b> CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention (Outdoor corner camera)			3,599.99	3,599.99T
<b>Verkada ACC-POE-60W</b> PoE++ (802.3bt-2018) Injector, GigE			149.99	149.99T
<b>Verkada LIC-CH52-1Y</b> 1-Year CH52 Multisensor Camera License			599.99	599.99T
<b>Verkada CF81-30E-HW</b> CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max (lobby camera)		1	1,999.99	1,999.99T
<b>Verkada ACC-MNT-7</b> Angle Mount for fisheye camera tilt		1	149.99	149.99T
<b>Verkada CD42-256-HW</b> Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention		6	999.99	5,999.94T
<b>Verkada LIC-1Y</b> 1-Year Camera License		7	199.99	1,399.93T
<b>Verkada VX52-HW</b> Verkada VX52 Viewing Station		1	499.99	499.99T
<b>Verkada LIC-VX-1Y</b> 1-Year Viewing Station License			499.99	499.99T
<b>POE Switch</b> IP Camera Power - TP-Link 16 port POE+		1	289.99	289.99T
<b>Cat 5e Cable</b> Camera power and networking wire		1,200	0.25	300.00T
<b>Parts</b> Conduit & conduit parts for moving downstairs cardio room camera and		1	170.00	170.00T



ACTIVITY	DATE	QTY	RATE	AMOUNT
multisensor camera on outside corner				
<b>Labor</b>		1	4,160.00	4,160.00T
Install and wire 9 cameras, run conduit to outdoor multisensor camera, add cameras to city account plus program, put network switches in for camera power and networking				
- Verkada cameras come with 10 year manufacture warranty				0.00
- \$2,199.91 will be billed annually for camera licenses (price may change if Verkada increases pricing)				
- This estimate does NOT include cameras for the pool				
- Does NOT include corner mount and bracket for multisensor camera, City is going to provide light housing to mount camera (needs to be able to mount on a corner)				
** This reflects a 20% discount from Verkada ***				
*** Rec Center ***				0.00

A 50% deposit is required upfront. The remaining balance is due when the work is completed.

SUBTOTAL	19,819.79
TAX	0.00
DISCOUNT	-2,319.98
<b>TOTAL</b>	<b>\$17,499.81</b>

Accepted By

Accepted Date

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



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

## Memorandum

**Date:** March 14, 2024

**To:** City Commission

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

**Re:** Rec Center Verkada Camera Replacements

The Rec Center currently has 7 cameras and 1 viewing station that are not operational. The current camera system has DVR recording, 30 -day storage, poor quality cameras along with one-year warranties. In 2023 Public Buildings replaced 4 Rec Center cameras that failed.

The Verkada camera system is state of the art technology that provides a 10- year warranty on all their products. Cloud storage of 1-year, incident resolution, motion search, notification alerts, live links for sharing, live viewing with up to 12 cameras on one screen with rotation, professional monitoring and verification, incident management along with mobile device viewing are all standard features with Verkada.

The quote also includes an outdoor camera that will cover the entry to the Rec Center along with a view of Center Street, the Miller Street parking lot and the Taylor Avenue stairs.

Life safety, security, along with legal protection will help the City of Deadwood reduce our liabilities in the 21<sup>st</sup> Century.

This quote does not include cameras in the 2010 Rec Center addition (swimming pool and walking track) or the basketball gymnasium. **Recommend Motion:** Move to recommend the City Commission replace 8 Rec Center Verkada cameras and 1 viewing station from Technology Inc at a cost of \$17,499.81.

Viehauser Enterprises, LLC DBA Genes  
 Total Show  
 3345 E Colorado Blvd.  
 Spearfish, SD 57783

# Estimate

Date	Estimate #
3/15/24	14728

Name / Address
City of Deadwood 102 Sherman St Deadwood, SD 57732

Project

Description	Qty	Cost	Total
Service Call	1	85.00	85.00
Mileage to Deadwood	10	3.00	30.00
Uniview 16 Channel NVR for Outlaw Square and for Days of '76 Museum	2	989.98	1,979.96
6 TB Hard Drive	2	249.98	499.96
Hourly Labor to Install and Program at Both Locations	4	120.00	480.00
		<b>Total</b>	\$3,074.92

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



Pick/Delivery Ticket

330 MAIN  
PH (605) 348-8685  
RAPID CITY SD 57701

Chrg Pick List  
03/27/24 16:18

Ref #:775-775261276  
Page: 1

Sold To: CITY OF DEADWOOD  
62 1/2 DUNLAP STREET

Ship To: CITY OF DEADWOOD  
62 1/2 DUNLAP STREET

DEADWOOD SD 57732  
(000)000-0000

DEADWOOD SD 57732  
(000)000-0000

Ship Via:CUST PICKUP  
PO #:N

Job:QUOTE

Clerk:RAS  
Slsman:G39

Customer #:77500138

Loc	Sku	Description	Ord	Shp	B/O	Ln#	Ttl
	GR25U-474	LINE DRIVER HD ELECT STRT	1			1	8582.86

\*\*\*\*\*  
 \* THIS IS NOT AN INVOICE \*  
 \* THIS IS A SUSPENDED TICKET \*  
 \*\*\*\*\*

DELIVERY DATE	SHIPPER	DRIVER	RECEIVED AND AGREED TO PURCHASE BY
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# LINEDRIVER® HD

## WITH ELECTRIC START

LineDriver HD connects to your Graco LineLazer®, GrindLazer®, ThermoLazer®, or TapeLazer™ to provide the most innovative, user-friendly ride-on system available to double your productivity.

### WHY WALK WHEN YOU CAN RIDE?

#### Solutions that Improve Your Productivity

##### Ride with Ease

###### Patented Dual Foot Pedal System

- Adjustable pedals to fit every user
- Forward and reverse capability

##### Easy Starting

###### Vanguard Engine with Electric Start

- Simple starting with just the turn of a key

##### Ultimate Comfort

###### Cool-Comfort™ Seat

- Gray color stays cool in direct sunlight
- High-back seat for added support
- Extra padding for all-day comfort

##### Low-Light Accuracy

###### FlexBeam™ LED Light System

- LED light for improved brightness with long life and less amp draw
- Retractable, breakaway design prevents damage and keeps you working



#### USE WITH:

- ▶ LineLazer
- ▶ GrindLazer
- ▶ ThermoLazer
- ▶ TapeLazer



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Learn more at [graco.com](http://graco.com)



Date: March 18, 2024

Attn: Lornie Stadler, Public Works Director  
 City of Deadwood (Owner)  
 102 Sherman Street  
 Deadwood, SD 57732

Submitted via: [Lornie@cityofdeadwood.com](mailto:Lornie@cityofdeadwood.com)

Re: 2024 City of Deadwood Bridge Inspections

Thank you for the opportunity to provide you with a proposal regarding the 2024 bridge inspections. The City of Deadwood has requested a proposal to inspect bridges 162, 153, and 151. Interstate Engineering proposes to follow the inspection requirements outlined by the South Dakota Department of Transportations. Interstate Engineering understands those requirements as follows:

- All bridge inspections must be completed within a 12, 24, or 48 month frequency plus a 30 day grace period after the previous inspection date in Bridge Management (BrM), and required documents are due by November 1, 2024 unless a time extension has been authorized prior to the deadline. Inspections past due are subject to penalty according the the retainer agreement.
- A cross section must be performed and placed in file on all structures, excluding culverts and pipe, on the upstream side of the bridge to monitor scour.
- Complete and update a Fracture Critical Inspection Form for all fracture critical structures.
- Complete and update a Critical Finding Form and update BrM on structures with critical findings.
- Complete and update a Scour Plan of Action (POA) on all structures with Unknown Foundations or Scour Critical based on Item 113 in BrM.
- All structures with plans or that can be rated by field measurements must have a load rating performed and kept in the bridge file for the three (3) South Dakota legal load configurations and SHV's according to the Manual for Bridge Evaluation (MBE) and all revisions. Any structure needing a new rating will follow the SDDOT Load Rating Manual and include an electronic AASHTO Ware Bridge Rating (BrR) model to be submitted to the Department.
- Structures within one road mile from the Interstate Highway System will also require load rating of the EV2 and EV3 vehicles. These must be rated if an analysis can be done by the plans or field measurements.
- Update all National Bridge Elements (NBEs) and Bridge Management Elements (BMEs) according to the AASHTO Guide Manual for Bridge Element Inspection and all revisions. These shall be updated in the Bridge Management Software.
- Interstate Engineering will have until January 1, 2025 to individually meet with the City Council and go over inspection documents, load restrictions, and critical findings. No work under this contract is allowed after January 1, 2025 without prior approval from the Department.
- Interstate Engineering will have a bridge inspection Team Leader on location during all bridge inspections as per criteria specified in 23 CFR 650.

Interstate Engineering proposes to complete to above scope for the bridges outlined at a cost of **\$12,500**.

Please, let us know if you have any further questions and thank you again for the opportunity.

Zach Grapentine, Office Manager

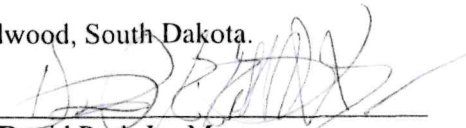
**RESOLUTION 2024-07  
BRIDGE REINSPECTION PROGRAM RESOLUTION  
FOR USE WITH SDDOT RETAINER CONTRACTS**

**WHEREAS**, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

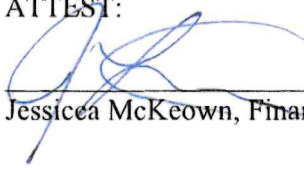
**THEREFORE**, the City of Deadwood is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

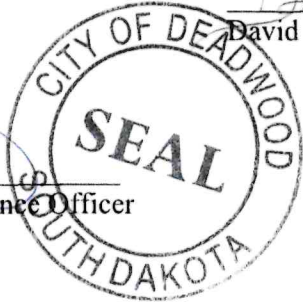
The City requests SDDOT to hire Interstate Engineering (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 18th day of March, 2024, at Deadwood, South Dakota.

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

ATTEST:

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



Bridge ID	County	Owner	Location	Next Insp	oppositd	Insp freq	Length ft	Built	Material	Design	mainspans	lat gis	long gis	bridge condition
41157166	41 LAWRENCE	3	TIMM LN - DEADWOOD	6/22/2024 12:00:00 AM	P	24	44,666	1901	3 Steel	02 Stringer/Girder	1	44.36438540900	-103.73696090900	Poor
41158162	41 LAWRENCE	3	CHARLES ST - DEADWOOD	6/22/2024 12:00:00 AM	A	24	45	1994	2 Concrete Continuous	07 Frame	1	44.36915022400	-103.73411043700	Fair
41164153	41 LAWRENCE	3	MCKINLEY ST - DEADWOOD	6/22/2024 12:00:00 AM	A	24	41	1990	1 Concrete	07 Frame	1	44.38300750500	-103.72169469000	Good
41166151	41 LAWRENCE	3	RODEO ENTR - DEADWOOD	6/22/2024 12:00:00 AM	A	24	41.25	1986	1 Concrete	07 Frame	1	44.38610605800	-103.7177277900	Good



