



# City Commission Regular Meeting Agenda

Monday, July 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 June 17, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List and additional bill for July 1, 2024

5. **Items from Citizens on Agenda**

[a.](#) Operation of Multi-Passenger Quadricycle on public streets by Crusin Cycle., LLC - Timothy Johns

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.](#) Acknowledge invoice for Johner Paving which is \$958.70 higher than approved amount on May 6, 2024 due to excise tax not included in quote. (To be paid by Streets Improvements line item.)

[b.](#) Permission to pay Johner Paving in the amount of \$2,562.86 for asphalt patchwork on Van Buren and Madison. (To be paid by Streets repairs line item.)

[c.](#) Permission to purchase four outdoor interpretive panels from Pannier Graphics at a cost not to exceed \$3,400.00. (To be paid by HP Public Education line item.)

[d.](#) Permission to approve Round 2 of the 2024 Outside-of-Deadwood Grants as recommended by the Deadwood Historic Preservation Commission.

[e.](#) Permission for Mayor to sign agreement with DGR Engineering for Burnham Avenue extension.

- f. Deadwood History Inc. request approval to serve complimentary beer and wine for Big Thank You Event at Adams Museum from 5:00 p.m. to 7:00 p.m. Thursday, September 12, 2024
- g. Permission to expend up to \$3,325.00 for fire hose from M & T Fire. (To be paid by Fire Department Equipment line item.)
- h. Permission to hire RCI to fill existing mine shaft along White Rocks Trail to mitigate safety concerns at a cost not to exceed \$8,000.00. (To be paid by by BID 8 Trails budget allocation).

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Harley Davidson Demo Rides: Use of Welcome Center Lot on Thursday, August 1 at 8:00 a.m. through 10:00 p.m. on Saturday, August 10, will be set up on Pioneer Way side of lot; waiver of banner fees on Thursday, August 1 through Saturday, August 10, 2024.
- b. Set public hearing on July 15 for Convention Center Package (off sale) Liquor License for B.Y. Development, Cadillac Jack's at 360 Main Street.
- c. Set public hearing on July 15 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for The Crossings at Spearfish Canyon LLC dba Dave's Deli Delights at 61 Sherman Street.
- d. Set public hearing on July 15 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Boondocks, LLC dba Mr. Goodstores at 622 Main Street.
- e. Waive 45-day requirement and set public hearing on July 15 for Outlaw Shootout AAU Wrestling: street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. on July 20 to 1:00 a.m. on Sunday, July 21, 2024.
- f. Set public hearing on July 15 for Steer Roping Event: waiver of user fees Friday, August 16 through Sunday, August 18, open container Friday, August 16 through Monday, August 19 from 10:00 a.m. to 2:00 a.m. daily, and special liquor license for Days of '76 Committee from Friday, August 16 through Sunday, August 18, 2024 from 10:00 a.m. to 6:00 p.m.
- g. Set public hearing on July 15 for the Preacher Smith Deadwood Redemption Day: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Saturday, August 17 to 1:00 a.m. on Sunday, August 18, 2024. Deadwood Street will reopen for the Deadwood Alive performance at 2:00 p.m. and close at 2:30 p.m.
- h. Set public hearing on July 15 for Fair in the Square: street closure on Deadwood Street from Main Street to Pioneer Way from 11:00 a.m. on Friday, September 6 to 10:00 p.m. on Saturday, September 7, 2024.
- i. Set public hearing on July 15 for Black Hills Veterans March: waiver of user fees Friday, September 20 and Saturday, September 21 and open container Saturday, September 21, 2024 from noon to 9:00 p.m. at the Event Complex.

9. **Old Business**

- a. Allow Mayor to sign and enter into three year lease (with one option to renew, per contract) with First Gold - 10 devices - \$135,000.00 annually.

10. **New Business**

- a. First Reading of Ordinance #1401 Budget Supplement 4 for 2024
- b. Resolution 2024-15 Updating Fee Resolution for Parking Permits
- c. Determine revocation of Canyon Cab City Taxi Licenses for operation in Deadwood.
- d. Report on appraisal of property, declare property surplus, and sell to adjacent land owner for parcels legally described as the following: Lots MK8 and MK9 legally described as Lots MK8 and MK9 of the Mickelson Trail; being portions of School Lots 23 and 24, M.S. 207 and Lots 1 and 2, Block 79, O.T. Deadwood; all located in the City of Deadwood, Lawrence County, South Dakota.
- e. Permission to hire Golden West Technology at a cost of \$21,187.13 to network and install updated hardware for Recreation Center and City Hall for fiber connectivity. (\$17,581.58 paid by Bed & Booze Professional Services and \$3,605.55 paid by HP Capital Assets.)

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

- a. Short term motorcycle parking approved by P & T Committee at 681 Main Street on July 13, 2024 for the HOG Passport Ride.

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, JUNE 17, 2024**

The Regular Session of the Deadwood City Commission convened on Monday, June 17, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commission President Charlie Struble called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko. Mayor David Ruth Jr. was absent. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Joseph seconded to approve the minutes of June 3, 2024. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Commissioner Martinisko questioned the request for payment of October 2023 to May 2024 meetings to Alex Hamann. Finance Officer McKeown stated city cannot back date invoices into previous year.

Martinisko moved, Johnson seconded to adjust payment to \$350.00 for Alex Hamann. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to approve the June 17, 2024 disbursements plus additional bill as amended. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	581.90
ADAMS SALVAGE RECYCLING	SERVICE	92.14
ADAMS. ISAAC	REFUND	437.54
ALBERTSON ENGINEERING	PROJECT	20,483.52
ALEX AIR APPARATUS 2	SUPPLIES	10,041.00
ALPINE IMPRESSIONS	SERVICE	136.00
AMAZON CAPITAL	SUPPLIES	1,281.15
AMERICAN ENGINEERING TESTING	SERVICE	2,676.90
AVID4 ENGINEERING	SERVICE	1,562.50
BADGER METER	SERVICE	178.50
BICKLE'S TRUCK	SUPPLIES	626.10
BH CHEMICAL	SUPPLIES	2,082.16
BH ENERGY	SERVICE	25,503.92
BH LIBRARY	SUBSCRIPTION	7.75
BH PIONEER	SERVICE	21,156.50
BH SANITATION	SERVICE	140.00
BH SPECIAL SERVICES	CLEANING	2,650.00
BH STATE UNIVERSITY	SCHOLARSHIP	1,000.00
BLUE-JONES, LEAH	REIMBURSEMENT	173.58
BOND, MELANIE	REIMBURSEMENT	86.70
BORDER STATES INDUSTRIES	SUPPLIES	156.04
BRANDON INDUSTRIES	SERVICE	2,862.90
BUTLER MACHINERY	SERVICE	780.00
CARSTICKERS	SUPPLIES	131.00
CENTURY BUSINESS PRODUCTS	SERVICE	767.64
CHAINSAW CENTER	SUPPLIES	360.01
CITY OF DEADWOOD	REC CENTER	50.00
CITY OF HOT SPRINGS	GRANT	7,500.00
CRESCENT ELECTRIC SUPPLY	SUPPLIES	453.70
CULLIGAN	SUPPLIES	101.40
CURTIS BLUE LINE	UNIFORMS	15.93
DAKOTA SUPPLY GROUP	SUPPLIES	366.35
DAR, VICKI	REIMBURSEMENT	527.41
DEADWOOD CHAMBER	BILL LIST	148,072.34
DEADWOOD CHAMBER - OUTLAW	BID #9	50,000.00
DOG WASTE DEPOT	SUPPLIES	709.95
EAGLESON, CHARLES	REIMBURSEMENT	94.00
ECOLAB	SERVICE	238.38
FASTENAL	SUPPLIES	152.14
FEUILLERAT WELDING	SERVICE	9,306.25
FIB CREDIT CARDS	SUPPLIES	2,144.41
FIRST INTERSTATE BANK	TIF #12	145,948.53
FLAT EARTH SIGN	PROJECT	8,685.00
GAGE'S GARDENS	SERVICE	114.21
GENESEE VALLEY DAOIST HERM	TRANSLATION	300.00
GOLDEN WEST	SERVICE	5,779.48
GRACE LUTHERAN CHURCH	GRANT	21,933.15
HAMANN, ALEX	MEETINGS	350.00
HOLIDAY INN CITY CENTRE	CONFERENCE	321.00
IPS GROUP	SERVICE	11,231.30
JACOBS WELDING	SERVICE	43.56
JIM'S AUTO SALVAGE	SERVICE	65.00
KELTEK	PRINTERS	4,377.12
KETEL THORSTENSON	SERVICE	15,304.97
KNECHT	GRANTS	3,779.49
KONE CHICAGO	SERVICE	564.03
LAWRENCE CO. AUDITOR	TIF #6	38,104.35
LAWRENCE CO. REGISTER	SERVICE	90.00
LEAD-DEADWOOD SANITARY	TIF #6	31,916.13
LEAD-DEADWOOD SCHOOL	TIF #6	101,311.22
LIBERTY NATIONAL BANK	TIF #9	379.18
LOOKOUT PLAN + CODE CONSUL	SERVICE	516.16
LYNN'S	SUPPLIES	171.60



**REGULAR MEETING, JUNE 17, 2024**

MCCORMICK CUSTOM BUILDERS	PROJECT	3,320.00
MICROSOFT	SERVICE	866.24
MID-AMERICAN RESEARCH CHEM	SUPPLIES	264.36
MIDWEST TAPE	SUPPLIES	244.49
MORRISON, RONDA	SERVICE	1,400.00
MS MAIL	SERVICE	30.00
NHS OF THE BLACK HILLS	CONTRACT	3,000.00
NICKLES, KACIE	PROJECT	7,000.00
NORTHWEST PIPE FITTINGS	SUPPLIES	1,379.39
ONSITE FIRST AID	SUPPLIES	198.74
PACTOLA	TIF #11	66,962.21
PETE LIEN & SONS	SUPPLIES	552.50
QUADIANT FINANCE	POSTAGE	500.00
QUIK SIGNS	SERVICE	348.00
QUILL	SUPPLIES	145.92
RASMUSSEN	PROJECT	9,676.72
RCS CONSTRUCTION	PROJECT	32,692.50
SANDER SANITATION	SERVICE	12,834.16
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD MUNICIPAL LEAGUE	WORKSHOP	50.00
SD STATE UNIVERSITY	SCHOLARSHIP	1,000.00
SERVALL	SUPPLIES	1,687.98
SGMSD	BID #7	550,000.00
SIMON MATERIALS	PROJECT	754.47
SOUTHSIDE SERVICE	SERVICE	280.00
STURGIS RESPONDER SUPPLY	UNIFORMS	336.90
TECHNOLOGY	SERVICE	355.94
THE LIBRARY STORE	SUPPLIES	397.78
TRUGREEN	SERVICE	3,627.99
TWIN CITY HARDWARE	SUPPLIES	111.41
TWIN CITY HARDWARE	GRANTS	803.25
UNITED LABORATORIES	SUPPLIES	1,270.10
USA BLUEBOOK	SUPPLIES	146.83
UTILITY SERVICES ASSOCIATE	SERVICE	3,621.00
VANWAY TROPHY	SERVICE	185.94
VERIZON CONNECT	SERVICE	171.60
VIEHAUSER ENTERPRISES	SERVICE	20.00
VIGILANT BUSINESS SOLUTION	SERVICE	131.50
WELLS PLUMBING	SUPPLIES	94.15
WELLMARK	INSURANCE	48,509.40
WESTERN COMMUNICATIONS	SUPPLIES	23.45
WESTERN DAKOTA TECH	SCHOLARSHIP	1,000.00
WESTERN LEGACY FOUNDATION	REFUND	2,350.00
WESTERN STATES FIRE	SERVICE	675.00
WHEELER LUMBER OPERATIONS	SUPPLIES	4,626.78

Total \$1,500,399.44

**CONSENT**

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

- A. Permission to accept resignation from seasonal Parks Technician Priscilla Mund effective June 21, 2024.
- B. Permission to advertise for seasonal Parks Technician position at \$17.60 per hour.
- C. Permission to rescind previous motion (June 3, 2024) and increase pay for Police Officer John Reiser from \$24.61 to \$27.18 per hour effective June 2, 2024 after graduating and becoming certified from the Police Academy.
- D. Permission to rescind previous motion (April 15, 2024) and correct record of pay for Parks Technician Paxton Witt to \$22.23 per hour effective March 31, 2024, due to completing the CDL certification.
- E. Permission to hire Aiden Russell as part-time lifeguard at \$16.00 per hour effective June 17, 2024 pending pre-employment screening.
- F. Permission to hire Robert McGavran as full-time (non-certified) police officer at \$24.22 per hour effective June, 24 2024 pending pre-employment screening.
- G. Permission to hire Danielle Lemonis as full-time (non-certified) police officer at \$24.22 per hour effective June, 24 2024 pending pre-employment screening.
- H. Permission to accept resignation for Emily Kutil from the Library Board effective May 15, 2024.
- I. Permission to renew Wellmark health insurance with current plan for city employees from August 1, 2024 through July 31, 2025. Allow Finance officer to sign all associated documents.
- J. Acknowledge annual check from BID #7 Fund to SGMSD, LLC (Deadwood Mountain Grand) per contract in the amount of \$550,000.00.
- K. Permission to make 2024 Budget Allocation to Deadwood-Lead Economic Development in the amount of \$38,000.00. (To be paid by Bed and Booze budget.)

**REGULAR MEETING, JUNE 17, 2024**

- L. Permission to appoint Mike Percivich, Leo Diede and Mary Ann Oberlander as three real property owners within the City of Deadwood to appraise the value of Plat of Lots MK8 and Lot MK 9 of the Mickelson Trail; being portions of School Lots 23 and 24, M.S. 207 and Lots 1 and 2, Block 79, O.T. Deadwood; All located in the City of Deadwood, Lawrence County, South Dakota, in preparation of surplus of property conveyed by a railroad to the City under SDCL 6-13-5.1
- M. Permission to waive fee and allow MSI Promotions Committee and Celebrity to sell and host wine tastings at Gordon Park during the Farmers Market on Fridays between 3:00 p.m. to 7:00 p.m. from June 21 through September 20, 2024. All proceeds go to charity. No public hearing necessary since on public property. (was approved May 20 for Saloon #10, Celebrity will sell when Saloon #10 is unable to.)
- N. Removed for separate consideration.
- O. Permission for Mayor to sign annual agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$400.00 per month.
- P. Permission to purchase 5,500 gallons of non-ethanol fuel at a price of \$2.74 per gallon from Southside Service. (To be paid out of the Streets supplies budget.)
- Q. Permission to approve Alkali Ike's (tour conveyance license) location from Historic Main Street to a designated location on the creek side of the trolley turn-around at the Deadwood Welcome Center. (Recommendation from the Parking & Transportation Committee's June 13, 2024 meeting.)

**BID ITEMS****Results**

Finance Officer McKeown spoke about the auction which was held on June 5 as advertised. First Gold – 10 Devices - \$13,500.00.

Martinisko moved, Joseph seconded to remove the three-year city slot machine lease (with one option to renew) with First Gold – 10 devices - \$135,000.00 and bring lease forward July 1, 2024. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****Shriners Beer-A-Thon**

Public hearing was opened at 5:08 p.m. by Commission President Struble. No one spoke in favor or against, hearing closed.

Martinisko moved, Johnsons seconded to approve open container in zone 1 and 2 from noon until 10:00 p.m. on Saturday, July 13, 2024. Roll Call: Aye-All. Motion carried.

**Neighborhood Block Picnic**

Public hearing was opened at 5:09 p.m. by Commission President Struble. No one spoke in favor or against, hearing closed.

Johnson moved, Martinisko seconded to approve open container in Gordon Park on Sunday, July 14, 2024 from 4:00 p.m. to 6:00 p.m. Roll Call: Aye-All. Motion carried.

**Harley Davidson Rally Activation**

Public hearing was opened at 5:10 p.m. by Commission President Struble. Bobby Rock, Outlaw Square, was available to answer questions. Hearing closed.

Martinisko moved, Johnsons seconded to open container in Zone 4, Outlaw Square only from 10:00 a.m. to 10:00 p.m. on Monday, August 5. Previously approved on April 15 for 3:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

**Harley Davidson Demo Rides**

Public hearing was opened at 5:11 p.m. by Commission President Struble. Bobby Rock, Outlaw Square, was available to answer questions. Discussion was held concerning parking in residential areas and banner fee.

Martinisko moved, Johnson seconded to approve Use of Welcome Center Lot on Thursday, August 1 at 8:00 a.m. through 10:00 p.m. on Saturday, August 10, will be set up on Pioneer Way side of lot; waiver of banner fees on Thursday, August 1 through Saturday, August 10, 2024. Roll Call: Aye – Johnson, Struble. Nay – Martinisko, Joseph. Motion failed.

**REGULAR MEETING, JUNE 17, 2024**Set

Martinisko moved, Johnson seconded to reset public hearing on July 1 for Harley Davidson Demo Rides. Roll Call: Aye-All. Motion carried.

Labor Day Kickoff Concert

Public hearing was opened at 5:20 p.m. by Commission President Struble. Bobby Rock, Outlaw Square, was available to answer questions. Hearing closed.

Martinisko moved, Joseph seconded to approve open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, August 30; street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Friday, August 30 to 1:00 a.m. on Saturday, August 31 and closure of Siever Street (if needed) from 6:00 a.m. on Friday, August 30 to 1:00 a.m. on Saturday, August 31, 2024. Roll Call: Aye-All. Motion carried.

High School Homecoming Parade

Public hearing was opened at 5:21 p.m. by Commission President Struble. No one spoke in favor or against, hearing closed.

Joseph moved, Martinisko seconded to approve street closure; Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, September 20, 2024 from 2:00 p.m. until parade ends. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**Contract (Item 6N)

Commissioner Martinisko asked for clarification on contract concerning registration.

Martinisko moved, Johnson seconded to allow Finance Officer to sign contract with Fitter and Faster for swim camps to be held on Sept 7-8, 2024 and April 5-6, 2025 when clarification is addressed. Registration fees and lifeguard wages will be collected in lieu of rental fee for the pool which is being waived. Roll Call: Aye-All. Motion carried.

Permit

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the permit application. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Conditional Use Permit Application for Vacation Home Establishment - 596 Main Street - JVK-SD, LLC (Jack Kucera) with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, proof that the Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street, with the exception of one (1) reserved space located on Main Street. Legally described as Lot 34 in Block 15, being a part of Mineral Lot 38, and also known as Lot 4, in Block 7 of the City of Deadwood, also known as 596 Main Street, Deadwood, South Dakota (Approved with conditions by the Planning and Zoning Commission on June 5, 2024). Roll Call: Aye-All. Motion carried.

Variance

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the request.

Martinisko moved, Johnson seconded to approve Act as Board of Adjustment and approve the Request for Variance for 288 Williams Street (Brian Kinkler) with the following conditions: project approval from the Historic Preservation Commission is required prior to the start of the project, proof that the Fire Department has inspected the building, and it meets all fire codes, proof that the Building Inspector has inspected the building, and it meets all the building codes. Legally described as Lot 1 of Probate Lots 354 and 508; formerly Probate Lot 508 and the west 11' of Probate Lot 354; City of Deadwood, Lawrence County, South Dakota (Approved with conditions by Planning and Zoning Commission on June 5, 2024.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 17, 2024**Findings of Fact

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the Findings of Fact and Conclusion. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Findings of Fact and Conclusion for Vacation Home Establishment - 81 Charles Street - BNS Properties, LLC (Lorann Berg) with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, the Building Inspector will inspect the building to ensure all building codes are met, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, designated off-street parking spaces are to be painted on the driveway, signs are to be hung designating parking spaces, compliance with all city ordinances shall be met. 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. Roll Call: Aye-All. Motion carried.

Second Reading

Parking and Transportation Director Lux stated no changes between first and second reading. Martinisko moved, Johnson seconded to approved second reading of Ordinance #1400 Amending Title 10 Vehicles and Traffic. Roll Call: Aye-All. Motion carried.

Hire

Lux spoke about the project. Joseph moved, Martinisko seconded to hire Patriot Painting & Drywall to paint/install the new sign package and repair the elevator entrances at the Broadway Parking Ramp at a cost not to exceed \$27,430.00. (To be paid by Broadway Improvements line item.) Roll Call: Aye-All. Motion carried.

Lease

Lux spoke about the lease. Johnson moved, Joseph seconded to allow Mayor to sign lease agreement with Deadwood Gulch Lodge, LLC for overflow parking from June 18, 2024 to September 9, 2024 on the Slag Pile. (Lease of \$27,500.00 to be paid by BID 8.) Roll Call: Aye-All. Motion carried.

Hire

Public Works Director spoke about the project. Martinisko moved, Joseph seconded to hire Western States Fire Protection to replace sprinkler heads at the Adams Museum at a cost not to exceed \$8,785.00 (To be paid by Public Buildings Improvements budget.) Roll Call: Aye-All. Motion carried.

Easement

Kuchenbecker spoke about the easement. Martinisko moved, Joseph seconded to allow Mayor to sign utility easement with SDN Communications in association with the reconstruction of the Welcome Center Trail project. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

- A. The Library Board is looking for a board member. For additional information, please reach out to Patty at the Library at 578-2821.
- B. Raffle permit received from Black Hills Redemption. Drawing will be held June 23, 2024.

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.

Resident, Bill Decker, thanked Bobby Rock for all the events he brings to Outlaw Square. He thanked the Police Department as well. He asked about getting a bigger sign for the public restrooms at Outlaw Square.

Kuchenbecker gave updates on projects throughout the town.

**REGULAR MEETING, JUNE 17, 2024**

**ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the regular session at 5:44 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, July 1, 2024 at 5:00 p.m.

After coming out of executive session at 6:01 p.m.,

Martinisko moved, Joseph seconded to accept, with regret, the resignation of Police Officer Jacob Rubright effective June 14, 2024. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to advertise in-house for 5 days and with outside sources for one full-time police officer position. (\$26.79 per hour for Certified and \$24.22 for Non-Certified.) Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to adjourn.

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

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

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

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

07/28/2024 11:14 AM  
 PACKET: 06685 COMBINED - 7/2/2024  
 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
01-5266	FEEDING DEADWOOD					
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	37.50
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	64.96
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	33.25
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	35.70
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	144.80
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	109.92
		I-06/21/2024	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	110.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						536.13
01-2394	GUNDERSON, PALMER, NELS					
		I-133141	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,085.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						2,085.00
01-0800	MORRISON, RONDA					
		I-13	101-4142-422	PROFESSIONAL JUN 2024 CONTRACT SERVICES	000000	680.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1167722	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	131.07
01-4711	AMAZON CAPITAL SERVICES					
		I-11RD-DQJ3-441P	101-4142-426	SUPPLIES STICKY NOTES, CALENDAR-FINANCE	000000	35.66
				DEPARTMENT 142	FINANCE	TOTAL:
						846.73
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 06/24/24	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	47.22
		I-NAT GAS 06/24/24	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	204.09
		I-NAT GAS 06/24/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	118.44
		I-NAT GAS 06/24/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	134.15
		I-NAT GAS 06/24/24	101-4192-428-04	UTILITIES - C CITY HALL	000000	129.09
		I-NAT GAS 06/24/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	142.57
		I-NAT GAS 06/24/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	42.82
		I-NAT GAS 06/24/24	101-4192-428-09	UTILITIES - H HARCC	000000	97.80
		I-NAT GAS 06/24/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	43.13
		I-NAT GAS 06/24/24	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	36.73
		I-NAT GAS 06/24/24	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	13,030.68
		I-NAT GAS 06/24/24	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	107.00
		I-NAT GAS 06/24/24	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	38.00
		I-NAT GAS 06/24/24	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	28.65
		I-NAT GAS 06/24/24	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	113.54
		I-NAT GAS 06/24/24	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	85.88
01-0578	TWIN CITY HARDWARE & LU					

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 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2405-299994	101-4192-426-08	SUPPLIES - HI PROPACK AA 30 PK/HISTORY	000000	19.99
		I-2406-001486	101-4192-425-17	REPAIRS-DAYS 45A CARTRIDGE FUSE/76 MUSEUM	000000	19.99
		I-2406-002966	101-4192-425-13	REPAIRS - REC DUPLEX OUTLET/REC CENTER	000000	4.49
		I-2406-003073	101-4192-426-21	SUPPLIES - WE AND-ROACH KILLER-WATCH BATT/PB	000000	24.96
		I-2406-003308	101-4192-425-17	REPAIRS-DAYS OUTLET-HAND SHOWER/CAMPGRND	000000	24.48
		I-2406-003544	101-4192-425-07	REPAIRS - FIR PLUMBERS PUTT-DUCT TAPE/FIRE	000000	21.48
		I-2406-003740	101-4192-425-07	REPAIRS - FIR TAILPIECE WASHER/FIRE HALL	000000	9.97
		I-2406-003778	101-4192-425-13	REPAIRS - REC WASHER-DIPOSER KIT/REC	000000	21.96
		I-2406-004292	101-4192-426	SUPPLIES 10 PK FLUORESCENT TUBES/PUB BL	000000	49.99
01-0784	WESTERN STATES FIRE PRO					
		I-WSF612303	101-4192-425-04	REPAIRS - CIT RELOCATE SPRINK HEAD/CITY HA	000000	802.61
01-1003	VERIZON WIRELESS					
		I-9966303573	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.91
01-1098	HILLYARD/SIOUX FALLS					
		I-700594864	101-4192-425-21	REPAIRS - WEL RUBBER LIP SET CORRUGATED/WELC	000000	125.09
01-1483	KNECHT HOME CENTER					
		I-10767215	101-4192-425-17	REPAIRS-DAYS CEILING TILE/DAYS MUSEUM	000000	81.89
		I-10767215	101-4192-425-07	REPAIRS - FIR GARBAGE DISOSE/FIRE HALL	000000	169.99
01-1502	BLACK HILLS CHEMICAL					
		I-272197	101-4192-426	SUPPLIES (14) TOILET TISSUE/PUB BLDGS	000000	917.70
01-3032	OTIS ELEVATOR COMPANY					
		I-100401598804	101-4192-422-10	PROFESSIONAL ELEV MAINT 7/1-9/30/24/LIBRARY	000000	162.69
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV112929	101-4192-425-07	REPAIRS - FIR REPAIR EXHAUST SYSTEM/FIRE	000000	1,597.93
		I-SRV113252	101-4192-425-04	REPAIRS - CIT REPLACE SHEAVE-BELT/CITY HALL	000000	354.82
		I-SRV113256	101-4192-425-01	REPAIRS - ADA REPLACE CAPACITOR/ADAMS HOUSE	000000	179.19
		I-SRV113259	101-4192-425-06	REPAIRS - DAY REPAIRS TO CHILLER/GRANDSTANDS	000000	290.00
		I-SRV113368	101-4192-425-10	REPAIRS - LIB TEAR DOWN BOILER/LIBRARY	000000	223.75
01-3421	S AND C CLEANERS					
		I-05/28/24 INV #284	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-05/28/24 INV #284	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-05/28/24 INV #284	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-05/28/24 INV #284	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	522.00
		I-05/28/24 INV #284	101-4192-422-06	PROFESSIONAL- RODEO	000000	144.00
		I-05/28/24 INV #284	101-4192-422-03	PROFESSIONAL BALLPARK BATHROOMS	000000	360.00
		I-05/28/24 INV #284	101-4192-422-11	PROFESSIONAL GORDON PARK BATHROOM	000000	522.00
		I-05/28/24 INV #284	101-4192-422-06	PROFESSIONAL- CREDIT	000000	266.70-
		I-06/26/24 INV #150	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-06/26/24 INV #150	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-06/26/24 INV #150	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3421	S AND C CLEANERS	continued				
		I-06/26/24 INV #150	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-06/26/24 INV #150	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-06/26/24 INV #150	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
01-3685	BLACK HILLS SECURITY &					
		I-06/17/24 INVOICES	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R264315	000000	179.85
		I-06/17/24 INVOICES	101-4192-422	PROFESSIONAL W-9696 MM GIFT SHOP / R264326	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER / R264325	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-06	PROFESSIONAL- W-9699 RODEO / R264310	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-06	PROFESSIONAL- W-9700 RODEO / R264311	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-21	PROFESSIONAL W-9701 WELCOME / R264321	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R264287	000000	89.85
		I-06/17/24 INVOICES	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R264322	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R264320	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R264308	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R264309	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R264313	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R264314	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R264288	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R264286	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R264285	000000	149.85
		I-06/17/24 INVOICES	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R264323	000000	179.85
		I-06/17/24 INVOICES	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R264324	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R264316	000000	179.85
		I-06/17/24 INVOICES	101-4192-422-13	PROFESSIONAL W-9697 REC CENTER / R264317	000000	134.85
		I-06/17/24 INVOICES	101-4192-422-13	PROFESSIONAL W-9714 REC CENTER / R264318	000000	149.85
01-3838	BLUEPEAK					
		I-TELEPHONE 06/16/24	101-4192-428	UTILITIES PARKING RAMP	000000	166.03
		I-TELEPHONE 06/16/24	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	53.50
		I-TELEPHONE 06/16/24	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,786.30
		I-TELEPHONE 06/16/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	330.82
		I-TELEPHONE 06/16/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	251.76
		I-TELEPHONE 06/16/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	740.08
		I-TELEPHONE 06/16/24	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	142.99
		I-TELEPHONE 06/16/24	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	0.00
		I-TELEPHONE 06/16/24	101-4192-428-14	UTILITIES - S STREET SHOP	000000	48.83
		I-TELEPHONE 06/16/24	101-4192-428-06	UTILITIES - D DAYS OF '76 GRANDSTANDS	000000	495.56
		I-TELEPHONE 06/16/24	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	82.99
01-4057	VIEHAUSER ENTERPRISES,					
		I-52640	101-4192-425-13	REPAIRS - REC REPAIR MAIN ACCESS DOOR/REC	000000	95.00
		I-52640	101-4192-425-03	REPAIRS - BAL REPAIR LOCK ON DOOR/BALLPARK	000000	134.98
		I-52640	101-4192-425-11	REPAIRS - PAR REPAIR RESTROOM LOCK/PARK	000000	130.00
		I-52660	101-4192-426-04	SUPPLIES - CI HOUDINI SPRAY LUBRICANT/CITY H	000000	13.98
01-4711	AMAZON CAPITAL SERVICES					
		I-1KQY-FVXQ-KQNY	101-4192-426-04	SUPPLIES - CI ORGANIZERS - CITY HALL	000000	103.07



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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1KQY-FVXQ-KQNY	101-4192-426-08	SUPPLIES - HI TABLET/TIME CLOCK - HIST/INFO	000000	231.07
		I-1X7Q-194P-11J4	101-4192-426	SUPPLIES HOUDINI LOCK LUBE/PUB BLDGS	000000	51.22
		I-1X7Q-194P-11J4	101-4192-426-08	SUPPLIES - HI FLYING INSECT TRAPS/HISTORY	000000	154.54
		I-1YJD-VCXP-LMVX	101-4192-425-08	REPAIRS - HIS AUTO FLUSH CLAMP SYS/HISTORY	000000	299.00
01-5060	1000BULBS.COM					
		I-14354504	101-4192-426-09	SUPPLIES - HA VICTORIAN LIGHT BULBS/HARCC	000000	112.26
01-5179	TECHNOLOGY INC					
		I-1643	101-4192-433-13	CIP - REC CEN (8) VERKADA CAMERA-INSTALL/REC	000000	8,543.99
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	46,307.79
01-4711	AMAZON CAPITAL SERVICES					
		I-11RD-DQJ3-441P	101-4193-426	SUPPLIES COMPUTER CABLES	000000	16.84
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	16.84
01-0804	SCOTT PETERSON MOTORS					
		I-6014252/1	101-4210-425	REPAIRS REPAIR AIR COND/'20 DURANGO-PD	000000	2,232.45
01-0937	TWO WHEELER DEALER					
		I-38072	101-4210-434	MACHINERY/EQU ROCKHOPPER ELITE 29/POLICE DPT	000000	1,407.15
		I-38394	101-4210-434	MACHINERY/EQU FLASH PACK-HDLITE/TAILLITE-PD	000000	70.00
01-4195	MARCO					
		I-36804275	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE DEPT	000000	168.90
01-4317	VIGILANT BUSINESS SOLUT					
		I-2611	101-4210-422	PROFESSIONAL TESTING	000000	56.50
01-5260	DEADWOOD CUSTOM CYCLES					
		I-753	101-4210-425	REPAIRS REPAIR-POLICE MTRCYCLE SIREN	000000	736.81
		I-802	101-4210-425	REPAIRS SERVICE OF 2007 POLICE MTRCYCL	000000	1,645.20
01-5264	JANDT, ERIK					
		I-6/17/24	101-4210-430	HONOR GUARD E REIMB.LODGING-HONOR GUARD EXP	000000	1,042.45
				DEPARTMENT 210 POLICE	TOTAL:	7,359.46
01-0578	TWIN CITY HARDWARE & LU					
		I-2406-001951	101-4221-434	MACHINERY/EQU TRIGGER SNAPS - FIRE DPT.	000000	41.92
01-1171	A & B BUSINESS SOLUTION					
		I-IN1166868	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	95.97

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DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1462	KLAMM, MIKE					
		I-06/18/24	101-4221-427	TRAVEL	REIMBS MEALS-STATE FIRE SCHOOL 000000	54.00
01-1653	STURDEVANT'S AUTO PARTS					
		C-8322033260	101-4221-425	REPAIRS	RTN OF STARTER MOTOR-ENG#2/FD 000000	441.02-
		D-832032935	101-4221-425	REPAIRS	STARTER MOTOR - ENG#2/FIRE DPT 000000	441.02
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-06/17/24	101-4221-427	TRAVEL	REIMBS.CERTIFICATION TRAINING 000000	90.00
01-3628	BICKLE'S TRUCK & DIESEL					
		I-28488	101-4221-425	REPAIRS	TEFLON DISCHG HOSE/LDDR TRK/FD 000000	700.12
01-4711	AMAZON CAPITAL SERVICES					
		I-1X7Q-194P-11J4 -A	101-4221-426	SUPPLIES	SNAP HOOKS - FIRE DEPT 000000	86.38
01-5058	FETTER, CHARLES					
		I-06/18/24	101-4221-427	TRAVEL	MEALS REIMBS-STATE FIRE SCHOOL 000000	54.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 1,122.39
01-1003	VERIZON WIRELESS					
		I-9966303573	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET 000000	26.97
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 26.97
01-0127	TURBIVILLE INDUSTRIAL E					
		I-53958	101-4310-425	REPAIRS	REPAIR AO SMITH MOTOR/STRTS 000000	60.00
01-0320	WHITE'S CANYON MOTORS					
		I-248860	101-4310-425	REPAIRS	REPAIRS TO FORD F450/STRTS 000000	1,885.00
		I-249090	101-4310-425	REPAIRS	REPAIRS-POWER ISSUES/STRTS 000000	1,051.43
01-0575	SOUTHSIDE OIL					
		I-101250	101-4310-426	SUPPLIES	(5471) GALS FUEL/STREETS 000000	16,358.29
01-0578	TWIN CITY HARDWARE & LU					
		C-2405-000328	101-4310-426	SUPPLIES	RETURN STEP BIT/STREETS 000000	77.99-
		I-2405-000309	101-4310-426	SUPPLIES	GALV SOLID FLAT-WASHER-NUT/STR 000000	65.95
		I-2405-000323	101-4310-426	SUPPLIES	7/8 STEP BIT/STREETS 000000	77.99
		I-2406-0001054	101-4310-425	REPAIRS	QCK CONNECT PLUG/STRTS 000000	5.49
		I-2406-000716	101-4310-426	SUPPLIES	SPRAY PAINT-CHALK REEL/STRTS 000000	22.57
		I-2406-000782	101-4310-426	SUPPLIES	(10) HEAVY OPEN S HOOK/STRTS 000000	24.90
		I-2406-000811	101-4310-426	SUPPLIES	(10) HEAVY OPEN S HOOK/STRTS 000000	24.90
		I-2406-000824	101-4310-426	SUPPLIES	REPL CART-RESPIRATOR/STRTS 000000	159.96
		I-2406-000898	101-4310-426	SUPPLIES	GALV SOLID FLAT/STREETS 000000	12.99
		I-2406-001048	101-4310-425	REPAIRS	TAPE-SOCKET-COUPPING-HANDLE/ST 000000	80.45

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2406-001763	101-4310-426	SUPPLIES CHALK REEL-PERM STAIN/STRTS	000000	14.98
		I-2406-001773	101-4310-426	SUPPLIES GOLD MASON LINE/STREETS	000000	11.99
		I-2406-001896	101-4310-426	SUPPLIES FOLDABLE EARMUFFS/STRTS	000000	26.99
		I-2406-001983	101-4310-425	REPAIRS LAG SCREW-DBL END T30/STRTS	000000	92.97
		I-2406-002337	101-4310-426	SUPPLIES RIGID CASTER-BRAKE/STRTS	000000	42.96
		I-2406-003562	101-4310-422-01	TIMM LANE BRI PURPLE PRIMER-CEMENT/STRTS	000000	35.98
		I-2406-003602	101-4310-426	SUPPLIES OSB 4X8 7/16/STRTS	000000	27.99
		I-2406-003702	101-4310-426	SUPPLIES BOX EXT SCREWS/STREETS	000000	16.99
		I-2406-03348	101-4310-426	SUPPLIES SPRAY PAINT SUN-MARIGOLD/STR	000000	54.53
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-65797	101-4310-426	SUPPLIES DO NOT BLK-SPD LIMIT SIGNS/STR	000000	132.00
01-1003	VERIZON WIRELESS					
		I-9966303573	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1171	A & B BUSINESS SOLUTION					
		I-IN1166871	101-4310-424	RENTALS CONTRACT BASE COPIER/STRTS	000000	76.71
01-1322	PETE LIEN & SONS, INC.					
		I-CD99186817	101-4310-422-01	TIMM LANE BRI 4K COMM FLY EXT/TIMM LANE	000000	670.50
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-249324	101-4310-426	SUPPLIES HAZARD MARKER LEFT-RIGHT/STRTS	000000	133.06
		I-IN-249347	101-4310-426	SUPPLIES ORANGE SAND BAGS-MESH/STRTS	000000	299.98
01-1358	STAN HOUSTON EQUIP.CO.I					
		I-2476249	101-4310-426	SUPPLIES (50) PERMAPATCH 60# BAGS/STRTS	000000	947.50
01-1653	STURDEVANT'S AUTO PARTS					
		I-832031565	101-4310-426	SUPPLIES MAXIFLEX GLOVES LARGE/STRTS	000000	83.94
		I-832032087	101-4310-426	SUPPLIES MASTER DISCONNECT/STREET	000000	24.59
		I-832032089	101-4310-426	SUPPLIES LED BEACON AMBER/STRTS	000000	149.99
		I-832032180	101-4310-426	SUPPLIES MIRO FUSED CIRCUIT/STREETS	000000	7.96
		I-832032195	101-4310-426	SUPPLIES ATR ASSORT/STREETS	000000	7.49
		I-832032586	101-4310-426	SUPPLIES 3/8 DR 6 PT DEEP/STREETS	000000	3.99
		I-832032612	101-4310-426	SUPPLIES HITCH BALL/STREETS	000000	45.98
		I-832032722	101-4310-426	SUPPLIES CABLES/STREETS	000000	12.38
		I-832033010	101-4310-426	SUPPLIES HEAVY DUTY RETRACT/STRTS	000000	26.99
		I-832033046	101-4310-426	SUPPLIES SAFETY KLEEN PART/STRTS	000000	1,462.26
01-1785	KIMBALL MIDWEST					
		I-102341113	101-4310-426	SUPPLIES BRASS UNION-SCREW-GR5/STRTS	000000	245.18
01-3259	INTERSTATE ENGINEERING					
		I-54565	101-4310-422-01	TIMM LANE BRI PRO SRVCS 4/1-5/4/24/TIMM LN B	000000	980.88
01-3977	ACE HARDWARE OF LEAD					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD	continued				
		I-037821	101-4310-425	REPAIRS (7) CONC MIX 60# QUIKCRETE/STR	000000	47.81
01-4317	VIGILANT BUSINESS SOLUT					
		I-2611	101-4310-422	PROFESSIONAL TESTING	000000	93.02
01-4711	AMAZON CAPITAL SERVICES					
		I-1KQY-FVXQ-KQNY	101-4310-426	SUPPLIES TABLET/TIME CLOCK - STREETS	000000	231.08
01-5178	LEGENDARY ELECTRIC LLC					
		I-4312	101-4310-422	PROFESSIONAL CHECKED POWER/STREETS	000000	173.47
01-5258	SPEARFISH ELECTRIC					
		I-26494	101-4310-422-01	TIMM LANE BRI THREAD 4"/TIMM LANE BRIDGE	000000	301.02
01-5259	JOHNER PAVING					
		I-1142	101-4310-433	IMPROVEMENTS MILL & OVERLAY/VAN BUREN-MADIS	000000	46,972.00
		I-1142	101-4310-433	IMPROVEMENTS MILL & OVERLAY/EXCISE TAX	000000	958.70
				DEPARTMENT 310 STREETS	TOTAL:	74,190.56
01-0563	RCS CONSTRUCTION					
		I-PAYAPP#9-6/21/24	101-4520-422-01	PROF SERV- FE PAYAPP#9-WHITEWD CRK RSTR-BID1	000000	469,174.86
01-0578	TWIN CITY HARDWARE & LU					
		C-2406-002623	101-4520-426	SUPPLIES RETURN OF HEX SCREWS/PARKS	000000	19.99-
		I-2405-000343	101-4520-426	SUPPLIES (3) TOP SOIL GARDENERS CHC/PAR	000000	8.97
		I-2405-299959	101-4520-426	SUPPLIES POLY BRUSH-RUST ENAMEL/PARKS	000000	115.94
		I-2406-000717	101-4520-426	SUPPLIES (16) PERMIUM TOP SOIL/PARKS	000000	79.84
		I-2406-000786	101-4520-426	SUPPLIES GALVANIZED KIT/PARKS	000000	109.99
		I-2406-000899	101-4520-426	SUPPLIES EYE BOLTS/PARKS	000000	14.45
		I-2406-001373	101-4520-426	SUPPLIES (2) GALVANIZED NIPPLE/PARKS	000000	14.98
		I-2406-001916	101-4520-426	SUPPLIES OAK WOOD STAIN-TROWEL/PARKS	000000	52.96
		I-2406-001988	101-4520-426	SUPPLIES PAINT BRUSH-ADAPTER-CPLING/PAR	000000	31.22
		I-2406-002180	101-4520-426	SUPPLIES PRIVACY KNOB/PARKS	000000	12.99
		I-2406-002557	101-4520-426	SUPPLIES LOCK-FLT WASHER-NUT-BOLT/PARKS	000000	82.39
		I-2406-002587	101-4520-426	SUPPLIES THREADLOCKER-FASTERNERS/PARKS	000000	21.94
		I-2406-002591	101-4520-426	SUPPLIES FLOWER BASKETS-HX CP/PARKS	000000	24.99
		I-2406-002996	101-4520-426	SUPPLIES CLAMP-COUPPING/PARKS	000000	8.96
		I-2406-003639	101-4520-426	SUPPLIES EYE BOLT-NIPPLE-ADAPTER/PARKS	000000	13.03
		I-2406-004124	101-4520-426	SUPPLIES THREADLOCKER-FASTENERS/PARKS	000000	21.98
		I-2406-004155	101-4520-426	SUPPLIES PVC REPLACEMENT GRATE/PARKS	000000	7.49
		I-2406-004228	101-4520-426	SUPPLIES COUPLING-PVC CPLING/PARKS	000000	19.67
01-0684	NORTHWEST PIPE FITTINGS					
		I-1478238	101-4520-426	SUPPLIES 6-1-2 ZONE CONTROLROTORS/PARKS	000000	1,279.59
01-0782	JACOBS PRECISION WELDIN					

PACKET: 06685 COMBINED - 7/2/2024  
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
01-0782	JACOBS PRECISION WELDIN		continued			
		I-31188	101-4520-425	REPAIRS	REPAIRS BASEBALL PLAYGRND/PARK	000000 157.71
01-1171	A & B BUSINESS SOLUTION					
		I-IN1166870	101-4520-424	RENTALS	CONTRACT BASE COPIER/PARKS	000000 158.51
01-1266	WELLS PLUMBING & FARM S					
		I-1-1130808	101-4520-426	SUPPLIES	6X20 PLASTIC CULVERT/PARKS	000000 124.60
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-1802708	101-4520-425	REPAIRS	REPAIRS TO STIHL FS240/PARKS	000000 56.08
		I-1-1802709	101-4520-425	REPAIRS	REPAIR TRIMMER/PARKS	000000 23.75
		I-1-2009491	101-4520-434	MACHINERY/EQU	(2) BRUSHCUTTERS-MIX OIL/PARKS	000000 1,168.12
01-3094	BOMGAARS					
		I-06/16/24 STATEMENT	101-4520-426	SUPPLIES	RED MULCH-POTTIN SOIL/PARKS	000000 654.41
01-3977	ACE HARDWARE OF LEAD					
		I-037783	101-4520-425	REPAIRS	SPRAYPAINT-ACRYLIC SHEET/PARKS	000000 75.56
01-4204	COMPLETE CONCRETE, INC.					
		I-PAYAPP#2-6/24/24	101-4520-422-01	PROF SERV-	FE PAY APP#2-WHITEWD CRK-BID PAC2	000000 105,650.29
01-4317	VIGILANT BUSINESS SOLUT					
		I-2611	101-4520-422	PROFESSIONAL	TESTING	000000 228.50
01-4345	ULINE					
		I-178899061	101-4520-426	SUPPLIES	QUICK GLOVE-FLY TRAP BAG/PARKS	000000 627.21
01-4711	AMAZON CAPITAL SERVICES					
		I-1KQY-FVXQ-KQNY	101-4520-426	SUPPLIES	TABLET/TIME CLOCK - PARKS	000000 231.08
					DEPARTMENT 520 PARKS	TOTAL: 580,232.07
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-425677	101-4640-434	EQUIPMENT	LAPTOP - LEAH	000000 1,869.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1KHT-HYV9-QPY4	101-4640-426	SUPPLIES	LAPTOP BAG, MOUSE- LEAH	000000 43.98
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,912.98
					FUND 101 GENERAL FUND	TOTAL: 714,636.92

PACKET: 06685 COMBINED - 7/2/2024  
 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
01-0578	TWIN CITY HARDWARE & LU					
		C-2406-001255	206-4550-424	PROGRAMMING SOLVENT CEMENT/LIBRARY	000000	12.99-
		I-2406-000735	206-4550-424	PROGRAMMING PIPE-LIGHTER-CEMENT-ELBOW/LIBR	000000	65.21
		I-2406-004375	206-4550-424	PROGRAMMING PLASTER OF PARIS/LIBRARY	000000	11.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN1167154	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	73.03
01-1557	DEMCO, INC.					
		I-7496243	206-4550-426	SUPPLIES PROCESSING SUPPLIES - LIBRARY	000000	346.50
01-1562	MIDWEST TAPE, LLC					
		I-505643399	206-4550-434	COLLECTION DE DVD -- LIBRARY	000000	26.24
01-4711	AMAZON CAPITAL SERVICES					
		I-199T-FNML-7RRX	206-4550-424	PROGRAMMING PELLETS,BUBBLES,PLASTIC FIGURE	000000	110.99
		I-1H9M-XCYG-K3H9	206-4550-434	COLLECTION DE CHILDREN'S BOOKS - LIBRARY	000000	49.30
		I-1JPJ-CK34-GW7M	206-4550-426	SUPPLIES TISSUES - LIBRARY	000000	20.14
		I-1JPJ-CK34-GW7M	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	279.34
		I-1JPJ-CK34-GW7M	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	24.97
		I-1N3Y-RG43-9LDP	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	21.07
		I-1XC6-3QJL-CGFP	206-4550-434	COLLECTION DE BKS & DVD'S - LIBRARY	000000	71.58
		I-1XC6-3QJL-CGFP	206-4550-426	SUPPLIES PLASTIC CUPS,ENVELOPES - LIBR	000000	35.24
		I-1XC6-3QJL-CGFP	206-4550-435	FURNITURE/FIX PAPER SHREDDER - LIBRARY	000000	39.98
01-4724	EBSCO					
		I-2406673	206-4550-434	COLLECTION DE SUBSCRIPT.INCREASE-SD MAG/LIBR	000000	4.40
					DEPARTMENT 550 LIBRARY	TOTAL: 1,166.99
					FUND 206 LIBRARY FUND	TOTAL: 1,166.99

06/28/2024 11:14 AM  
 PACKET: 06685 COMBINED - 7/2/2024  
 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
01-0127	TURBIVILLE INDUSTRIAL E	I-53940	209-4510-425	REPAIRS REPAIR WEG MOTOR-PUMP/REC	000000	894.16
01-1502	BLACK HILLS CHEMICAL	I-272118	209-4510-426	SUPPLIES FOAM SHAMPOO-ROLL TOWEL/REC	000000	454.94
01-2645	HAWKINS INC	I-6783010	209-4510-426	SUPPLIES POOL CHEMICALS/REC CENTER	000000	1,171.60
01-2889	ATCO INTERNATIONAL	I-I0630065	209-4510-426	SUPPLIES (8) T-N-T/REC CENTER	000000	272.80
01-3314	CENTURY BUSINESS PRODUC	I-735935	209-4510-422	PROFESSIONAL CONTRACT BASE 3/8-6/4/24/REC	000000	300.29
01-3836	MID-AMERICAN RESEARCH C	I-0820947-IN	209-4510-426	SUPPLIES (2)SPEC DISINF TABS/REC CENTER	000000	235.75
01-4711	AMAZON CAPITAL SERVICES	I-1FMV-HMM4-19KP	209-4510-426	SUPPLIES RESISTANCE BANDS/REC CENTER	000000	65.26
01-5179	TECHNOLOGY INC	I-1643	209-4510-433	IMPROVEMENTS (8) VERKADA CAMERA-INSTALL/REC	000000	4,000.00
01-5257	EATON CONSTRUCTION LLC	I-9118	209-4510-422	PROFESSIONAL CLEAR POOL FILTER/REC CENTER	000000	1,224.49
					DEPARTMENT 510 REC CENTER	TOTAL: 8,619.29
01-1647	DEADWOOD-LEAD ECONOMIC	I-06/03/24	209-4980-429	OTHER 2024 ALLOCATIOIN	000000	38,000.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 38,000.00
					FUND 209 BED & BOOZE FUND	TOTAL: 46,619.29

PACKET: 06685 COMBINED - 7/2/2024

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-06/07/24	212-4630-423	MARKETING	BILL LIST FOR 6/11/24 - BID#8 000000	1,826.24
01-1441	DAYS OF '76, INC.	I-06/17/2024	212-4630-423	MARKETING	BID #8-SPONSORSHIP/DAYS OF'76 000000	20,000.00
01-2942	FIRST GOLD HOTEL	I-6/17/2024	212-4630-423	MARKETING	BID #8-SPONSOR-3 WHEELER RALLY 000000	30,000.00
01-3602	DEADWOOD GAMING ASSOCIA	I-06/26/2024	212-4630-422	PROFESSIONAL	BID #8 CONTRIBUTION 000000	10,000.00
01-5155	K4 TRAILS	I-INV-DW3	212-4630-423	MARKETING	BID#8 - HMSTK TRAIL REALIGNMNT 000000	13,387.65
01-5267	DEADWOOD GULCH LODGE, I	I-06/17/2024	212-4630-423	MARKETING	BID #8 - SLAG PILE RENTAL 000000	27,500.00
DEPARTMENT 630 BID 8						TOTAL: 102,713.89
FUND 212 BID #8 (Business Improve)						TOTAL: 102,713.89



PACKET: 06685 COMBINED - 7/2/2024

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
01-0782	JACOBS PRECISION WELDIN	I-31206	215-4572-235	VISITOR MGMT INTERP SIGN METAL SUPPLIES	000000	25.57
01-4275	YESCO RAPID CITY	I-SVO-3965	215-4572-235	VISITOR MGMT TOOTSIE SIGN	000000	807.15
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 832.72
01-0510	GOLDEN WEST TECHNOLOGIE	I-425676	215-4573-335	HIST. INTERP. ARCHIVES COMPUTER MAINT	000000	450.00
		I-425714	215-4573-340	HIST. INTERP. ARCGIS - ZACH	000000	450.00
01-4711	AMAZON CAPITAL SERVICES	I-1MWN-GCCF-DQW4	215-4573-335	HIST. INTERP. RICOH SCANNER & FLASH DRIVES	000000	846.65
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL: 1,746.65
01-0314	BLACK HILLS MINING MUSE	I-062724	215-4575-520	GRANT/LOAN PR ARCHIVE SUPPLIES, SIGNS	000000	1,191.24
01-0563	RCS CONSTRUCTION	I-PAYAPP#3	215-4575-515	GRANT/LOAN RE 33.5 JACKSON RETAINING WALL	000000	52,472.50
01-1219	BROKEN BOOT GOLD MINE,	I-061824	215-4575-510	GRANT/LOAN NO REPAIR DOORS	000000	1,075.00
01-4739	TWIN CITY HARDWARE-HP P	I-2406-0000918	215-4575-525	GRANT/LOAN PA 37 WASHINGTON	000000	39.99
		I-2406-000454	215-4575-525	GRANT/LOAN PA 416 WILLIAMS	000000	49.99
		I-2406-000686-1	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	98.96
		I-2406-001116	215-4575-525	GRANT/LOAN PA 32 CHARLES	000000	294.95
		I-2406-001557	215-4575-525	GRANT/LOAN PA 32 CHARLES	000000	207.96
		I-2406-002069	215-4575-525	GRANT/LOAN PA 32 CHARLES	000000	60.99
		I-2406-002583	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	83.88
		I-2406-003632	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	242.96
		I-2406-004032	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	27.16
		I-2406-004369	215-4575-525	GRANT/LOAN PA 822 MAIN	000000	169.95
01-5016	JOE DIRT SEPTIC & DRAIN	I-531699	215-4575-515	GRANT/LOAN RE 33.5 JACKSON CLEAN STORM DRAIN	000000	643.00
01-5209	BRANCH CONSTRUCTION SER	I-PAYAPP#1	215-4575-515	GRANT/LOAN RE 74 VAN BUREN RW	000000	3,705.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 60,363.53

PACKET: 06685 COMBINED - 7/2/2024

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-133141	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,535.31
01-4875	KNIPPER, ANITA	I-061024	215-4576-630	PROFES. SERV. STRING LIGHTS - METHODIST PARK	000000	107.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,642.31
01-0563	RCS CONSTRUCTION	I-202245.1F	215-4577-775	CAPITAL ASSET 458 WILLIAMS	000000	82,000.00
		I-202414.1	215-4577-755	CAPITAL ASSET 10 DENVER	000000	58,320.00
01-3366	ROGERS CONSTRUCTION, IN	I-001	215-4577-775	CAPITAL ASSET WELCOME CENTER TRAIL	000000	69,097.50
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						209,417.50
01-0510	GOLDEN WEST TECHNOLOGIE	I-425677	215-4641-434	MACHINERY/EQU LAPTOP - BONNY	000000	1,869.00
01-1003	VERIZON WIRELESS	I-9966303573	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1827	MS MAIL	I-14621	215-4641-423	PUBLISHING JUNE NEWSLETTER	000000	736.80
01-4317	VIGILANT BUSINESS SOLUT	I-2611	215-4641-422	PROFESSIONAL TESTING	000000	56.50
01-4711	AMAZON CAPITAL SERVICES	I-1KHT-HYV9-QPY4	215-4641-426	SUPPLIES LAPTOP BAG, MOUSE, SUPPLIES	000000	37.50
		I-1MKG-TKCG-16KV	215-4641-426	SUPPLIES FLASH DRIVES & FRAMES	000000	71.96
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,811.77
FUND 215 HISTORIC PRESERVATION TOTAL:						276,814.48

PACKET: 06685 COMBINED - 7/2/2024  
VENDOR SET: 01  
FUND : 216 REVOLVING LOAN  
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
01-4086	TWIN CITY HARDWARE - GR					
		I-2405-000087	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	2,395.00
		I-2405-299619	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	2,203.65
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,598.65
01-0563	RCS CONSTRUCTION					
		I-3F RW 33 1/2 JACKS	216-4653-962-01	SPECIAL NEEDS 33 1/2 JACKSON RW JULIUS	000000	10,000.00
		I-3F RW 33 1/2 JACKS	216-4653-962-08	FOUNDATION GR 33 1/2 JACKSON RW JULIUS	000000	10,000.00
01-4086	TWIN CITY HARDWARE - GR					
		I-2405-000082	216-4653-962-04	SIDING GRANT 26 BURNHAM SORENSON	000000	435.88
		I-2406000812	216-4653-962-04	SIDING GRANT 26 BURNHAM SORENSON	000000	16.97
01-4877	SCHLOSSER CONSTRUCTION					
		I-1030	216-4653-962-08	FOUNDATION GR 320 WILLIAMS HEPPEP	000000	9,690.00
01-5251	MCCORMICK CUSTOM BUILDE					
		I-101	216-4653-962-04	SIDING GRANT 26 BURNHAM SORENSON	000000	813.65
		I-102	216-4653-962-04	SIDING GRANT 26 BURNHAM SORENSON	000000	1,620.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	32,576.50
			FUND 216	REVOLVING LOAN	TOTAL:	37,175.15

PACKET: 06685 COMBINED - 7/2/2024

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2406-003157	602-4330-425	REPAIRS	TAPE-ELBOW-BALL VALVE/WATER	000000 46.96
		I-2406-003604	602-4330-426	SUPPLIES	HIP ROOF TOOLBOX/WATER	000000 44.99
		I-2406-004337	602-4330-426	SUPPLIES	PLIERS-WRENCH-SCREWDRIVER/WTR	000000 99.95
01-1003	VERIZON WIRELESS					
		I-9966303573	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000 40.01
		I-9966303573	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	000000 120.09
		I-9966303573	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	000000 160.08
		I-9966303573	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000 46.91
		I-9966303573	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000 41.91
01-1171	A & B BUSINESS SOLUTION					
		I-IN1166871	602-4330-424	RENTALS	CONTRACT BASE COPIER/WATER	000000 76.71
01-1653	STURDEVANT'S AUTO PARTS					
		I-832031961	602-4330-425	REPAIRS	(4) HOSE CLAMPS/WATER	000000 9.96
		I-832032086	602-4330-426	SUPPLIES	HYDRAULIC CONSTRUC/WATER	000000 27.71
		I-832032093	602-4330-426	SUPPLIES	T BOLT CLAMP/WATER	000000 28.28
		I-832032924	602-4330-426	SUPPLIES	FITTING/WATER	000000 7.49
01-1827	MS MAIL					
		I-14621-A	602-4330-426	SUPPLIES	PERF.PAPER FOR WATER BILLS	000000 450.00
		I-14621-A	602-4330-426	SUPPLIES	UTILITY MAILING - JUNE FOR MAY	000000 294.27
01-4057	VIEHAUSER ENTERPRISES,					
		I-52723	602-4330-426	SUPPLIES	ASSA 140 KEY CUT 1200/WATER	000000 20.00
					DEPARTMENT 330 WATER	TOTAL: 1,515.32
					FUND 602 WATER FUND	TOTAL: 1,515.32

PACKET: 06685 COMBINED - 7/2/2024  
 VENDOR SET: 01  
 FUND : 607 HISTORIC CEMETERIES  
 DEPARTMENT: 580 HISTORIC CEMETERIES  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0545	LYNN'S DAKOTA MART	I-003001791603	607-4580-426	SUPPLIES (2) GLASS CLEANER/MT MORIAH	000000	7.38
01-1743	LEAD-DEADWOOD SCHOOL DI	I-06252024	607-4580-429	DONATIONS/OTH TRACK-FIELD MM CLEANUP DONATIO	000000	2,000.00
01-3838	BLUEPEAK	I-PHONE 06/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	172.06
		I-PHONE 06/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	43.87
		I-PHONE 06/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	128.69
01-4317	VIGILANT BUSINESS SOLUT	I-2611	607-4580-422	PROFESSIONAL TESTING	000000	339.00
01-4711	AMAZON CAPITAL SERVICES	I-13WD-3RQP-1H77	607-4580-426	SUPPLIES THERMAL POS PAPER/MM	000000	54.49
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 2,745.49
					FUND 607 HISTORIC CEMETERIES	TOTAL: 2,745.49

PACKET: 06685 COMBINED - 7/2/2024  
VENDOR SET: 01  
FUND : 610 PARKING/TRANSPORTATION  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5265	HART, CLIFF	I-20240626	610-3360-532	PARKING FINE REFUND CITATION 25691286/P&T	000000	20.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	20.00
01-1003	VERIZON WIRELESS	I-9966303573	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9966303573	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.73
01-1483	KNECHT HOME CENTER	I-10759417	610-4360-425	REPAIRS EYE BOLTS-NUTS-WASHER/P&T	000000	107.24
01-1891	DIAMOND VOGEL PAINT CEN	I-775263455	610-4360-425	REPAIRS TRAFFIC STRIP PAINT WHT/P&T	000000	325.65
01-2946	SUNSHINE TOWING	I-26309	610-4360-422	PROFESSIONAL REIM SUNSHINE TOW BILL/P&T	000000	262.23
01-3060	QUIK SIGNS	I-46067	610-4360-426	SUPPLIES (6) 12X18 ALUMINUM SIGNS/P&T	000000	159.01
		I-46169	610-4360-426	SUPPLIES (6) 12X18 ALUMINUM SIGNS/P&T	000000	223.75
01-4711	AMAZON CAPITAL SERVICES	I-1GLN-PKM9-G999	610-4360-426	SUPPLIES SAMSUNG GALAXY PHONE CASES/P&T	000000	34.69
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	1,278.31
01-0578	TWIN CITY HARDWARE & LU	C-2405-000282	610-4361-426	SUPPLIES SCOTCH BRITE DISHWAND/TROLLEY	000000	4.49
		I-2405-000276	610-4361-426	SUPPLIES DISHWAND-ROUND STICK PEN/TROLL	000000	8.48
		I-2406-003553	610-4361-426	SUPPLIES STRP-FASTENER-SUPER GLUE/TROLL	000000	21.97
		I-2406-003621	610-4361-426	SUPPLIES WATCH BATTERY/TROLLEY	000000	29.96
		I-2406-004128	610-4361-426	SUPPLIES (4) PLASTIC SPRAY BOTTLES/TROL	000000	15.96
01-1502	BLACK HILLS CHEMICAL	I-271549	610-4361-426	SUPPLIES (24) GLEM GLASS CLNR/TROLLEY	000000	105.84
01-1543	ZEP SALES & SERVICE	I-9009897528	610-4361-426	SUPPLIES CS ZEP D-A/TROLLEY	000000	92.96
01-1653	STURDEVANT'S AUTO PARTS	I-832032376	610-4361-425	REPAIRS AIR DOMESTIC/TROLLEY	000000	24.02
		I-832032627	610-4361-425	REPAIRS AIR DOMESTIC/TROLLEY	000000	24.02
		I-832032914	610-4361-425	REPAIRS TAP 12.0 X 1.25 /TROLLEY	000000	18.99
01-1827	MS MAIL	I-14642	610-4361-426	SUPPLIES CORRECTED DAY PASSES/TROLLEY	000000	151.20

PACKET: 06685 COMBINED - 7/2/2024

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2889	ATCO INTERNATIONAL					
		I-I0628034	610-4361-426	SUPPLIES BUSTER A/15 XX-CA/TROLLEY	000000	129.00
01-4036	SCOTT PETERSON MOTORS O					
		I-5020442	610-4361-425	REPAIRS CALIPER ASSY/TROLLEY	000000	230.27
01-4317	VIGILANT BUSINESS SOLUT					
		I-2611	610-4361-422	PROFESSIONAL TESTING	000000	417.08
01-4711	AMAZON CAPITAL SERVICES					
		I-1KQY-FVXQ-KQNY	610-4361-426	SUPPLIES TABLET/TIME CLOCK - TROLLEY	000000	231.07
01-5178	LEGENDARY ELECTRIC LLC					
		I-4255	610-4361-425	REPAIRS REPL HEATER-DOOR OPEN/TROLLEY	000000	506.95
					DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL: 2,003.28
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 3,301.59

PACKET: 06685 COMBINED - 7/2/2024

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MAY-06/24/24	722-2190	AMOUNTS HELD SALES TAX DUE FOR MAY '24	000000	6,291.75
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	6,291.75
				FUND 722 SALES TAX AGENCY	TOTAL:	6,291.75
					REPORT GRAND TOTAL:	1,192,980.87



**Johns &  
Kosel** Prof.  
LLC  
Attorneys at Law

**Timothy R. Johns**  
tjohns@johnskosellaw.com

**Joseph M. Kosel**  
jkosel@johnskosellaw.com

June 26, 2024

To: City of Deadwood Commission Members  
Mayor David R. Ruth, Jr.  
Commissioner Charlie Stuble Mook  
Commissioner Sharon Martinisko  
Commissioner Michael Johnson  
Commissioner Blake Joseph  
Deadwood City Hall  
102 Sherman Street,  
Deadwood, South Dakota 57732

Re: Operation of a Multi-Passenger Quadricycle on public streets by Crusin Cycle Co., L.L.C.,  
DBA Deadwood Party Pedaler

Dear Mayor and Commissioners:

Crusin Cycle Co., L.L.C., wanting to do business in the City of Deadwood, applied for and received a business license to operate its Multi-Passenger Quadricycle on the public streets which license was subsequently revoked for the reason that it was determined by your staff, based on an opinion of your attorney, Mr. Quentin Riggins, that it is a taxicab and would, therefore, require a taxicab license; none of which are currently available in Deadwood.

Crusin Cycle Co. disagrees that the Multi-Passenger Quadricycle qualifies physically as a taxicab as the term is defined in the ordinance and also disagrees that its use in Deadwood would qualify as a taxicab business as that term is defined in the ordinance. Crusin Cycle Co, L.L.C. also contends that it is free to operate its vehicle within the municipality of Deadwood pursuant to a House Bill 1225, effective July 1, 2024, which both defines a multi-person quadricycle and provides regulation of its use. For these reasons Crusin Cycle Co., L.L.C. would request the Commission's blessing to begin business subject to the issuance of any business license, other than a taxicab business license, which may be required by Deadwood Municipal Ordinance Title 5 Business Licenses and Regulations.

For your further understanding of the factual and legal status and history of this matter, there is attached the following Exhibits: A, Emails between Jessica McKeown and Tara Little; B, Crusin Cycle Co., L.L.C.'s letter of May 29, 2024, to Jessica McKeown, Justin Lux, and Quentin Riggins; C, Quentin Riggins letter of June 18, 2024, to Timothy Johns; D, Crusin Cycle

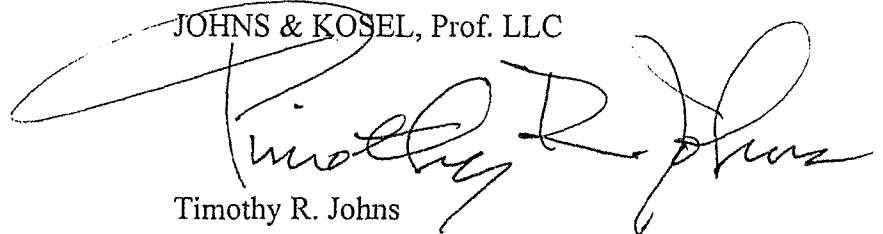
Co., L.L.C.'s letter of June 20, 2024, to Quentin Riggins; and E, a listing of Title 5 Business Licenses and Regulations.

Crusin Cycle Co., L.L.C. looks forward to meeting with you at your regular meeting on July 1, 2024, to answer any of your questions or concerns.

Thanking you, I am,

Sincerely yours,

JOHNS & KOSEL, Prof. LLC

A handwritten signature in black ink, appearing to read "Timothy R. Johns". The signature is written in a cursive style with a large, sweeping initial "T".

Timothy R. Johns

TRJ

Client, Jessica via email to [jessica@cityofdeadwood.com](mailto:jessica@cityofdeadwood.com)

**Katie Tieman**

---

**From:** Tara Little <info@deadwoodpartypedaler.com>  
**Sent:** Wednesday, May 15, 2024 4:27 PM  
**To:** Katie Tieman  
**Subject:** Fwd: Deadwood Party Pedaler Summary

Sent from my iPhone

Begin forwarded message:

**From:** Jessica McKeown <Jessica@cityofdeadwood.com>  
**Date:** May 15, 2024 at 1:25:06 PM MDT  
**To:** Tara Little <info@deadwoodpartypedaler.com>  
**Cc:** "Quentin L. Riggins" <qriggins@gpna.com>, Erin Sanders <esanders@gpna.com>  
**Subject:** FW: Deadwood Party Pedaler Summary

Tara,

We have staffed and reviewed this documentation with all department heads and our city attorney. His opinion still stands as it was given in 2016 and passed on to you earlier this year. A Pedaler license is not allowed under City Ordinances.

The business license applies to stand alone businesses which this is not and therefore, was sent out in error. City Ordinance does not allow permitting for this type of operation. Taxi Cabs, Buses and Livery are all permitted via a different process than the Business License. We will refund the fee to you in next week's check run. I am sure there are additional questions but would encourage Mr. Johns to reach out to our city attorney, Quentin Riggins, included here.

Thank you,  
Jessica

**From:** Tara Little <info@deadwoodpartypedaler.com>  
**Sent:** Friday, May 10, 2024 10:45 AM  
**To:** Jessica McKeown <Jessica@cityofdeadwood.com>  
**Subject:** Deadwood Party Pedaler Summary

Microsoft Word  
You don't often get email from [info@deadwoodpartypedaler.com](mailto:info@deadwoodpartypedaler.com). [Learn why this is important](#)

Jessicca,

Please see the requested summary included in this email for my business, Deadwood Party Pedaler. It's a bit longer than requested, but I would prefer you and others to have a complete understanding of what it is about and what we are doing.



Should you have any questions, please feel free to contact me. I look forward to hearing from you.

Kind regards,  
Tara J. Little  
605.209.6444

## Deadwood Party Pedaler

Deadwood Party Pedaler will offer an exciting and unique way for tourists and locals alike to experience the historic city of Deadwood, South Dakota. Our Party Pedaler is a custom-built, pedal bike with electric motor assist, multi-passenger bicycle equipped with seating for up to 16 people. Riders pedal together while enjoying a guided tour of Deadwood's most iconic sights, attractions, and nightlife hotspots. It's the perfect way to explore the city while bonding with friends, family, or colleagues in a fun and eco-friendly manner.

**What is a Party Pedaler?** A Party Pedaler is a large, multi-passenger bicycle specially designed for group outings and tours. It features multiple seats arranged around a central bar area where riders can pedal together, creating a shared experience and a sense of camaraderie. The central bar area includes a cooler for beverages and sound system for music. Our Party Pedaler is operated by a trained guide who ensures a smooth and enjoyable ride for all passengers. A Party Pedaler, also known as a party bike or pedal pub, is a unique and fun mode of transportation designed for group outings and tours. Here's how it typically works:

The Party Pedaler is propelled by the riders themselves. Each seat is equipped with seatbelts and pedals, allowing all passengers to contribute to the forward motion of the bike. Pedaling together creates a sense of camaraderie and teamwork among the riders. There is an electric assist motor for when the trained guide is alone. Top speed is 7 miles per hour.

A trained guide typically accompanies the Party Pedaler to lead guided tours of the city or specific attractions. The guide is responsible for steering the bike and ensuring the safety of the passengers. They may also provide commentary and information about the sights and landmarks along the route.

During the tour, the Party Pedaler makes stops at designated locations, such as local businesses, landmarks, or scenic spots. These stops allow riders to disembark, explore, and enjoy refreshments before continuing the tour.

Overall, a Party Pedaler offers a fun and interactive way for groups to explore a city while enjoying each other's company and the local attractions. It's an eco-friendly and memorable experience that appeals to tourists, locals, and celebratory groups alike.

**The History:** The Party Pedaler is believed to have originated in the Netherlands, where it was initially known as a "fietscafé" or "beer bike." Dutch entrepreneurs sought to combine the social aspects of pub culture with the popularity of cycling in urban areas. The first Party Pedalers were simple contraptions consisting of a bar counter mounted on a bicycle frame, with seats for passengers to pedal and socialize.

The concept of the Party Pedaler quickly gained popularity in Europe and spread to other parts of the world, including North America, Australia, and Asia. As it gained traction, manufacturers began refining and adapting the design to meet the specific needs and preferences of different markets. This led to variations in size, shape, and features, with some Party Pedalers designed for sightseeing tours, pub crawls, or special events.

In the early 2000s, Party Pedalers started appearing in major cities across the United States and Canada, offering a unique and interactive way for groups to explore urban areas while enjoying drinks and socializing. The novelty of pedaling a mobile bar through city streets quickly captured the public's imagination and contributed to the Party Pedaler's growing popularity as a recreational activity and tourist attraction.

**Operating hours and tour duration:** Deadwood Party Pedaler operates seven days a week to accommodate a wide range of schedules for tourists and locals. Our guided tours offer an immersive experience of the city, lasting approximately 2 hours and featuring 3-4 stops at local businesses.

- **Peak Season (Weather Permitting):** Monday-Sunday, 10:30am – 10:30pm  
During peak season months, we offer multiple tour slots to accommodate varying preferences and group sizes. Whether you're looking for a morning adventure or an evening outing, Deadwood Party Pedaler is ready to provide a memorable and entertaining experience.
- **Off-Season (Weather Permitting):** Hours may vary depending on weather conditions.  
During the off-season months, particularly when weather conditions may be less favorable, our operating hours will be adjusted accordingly. We prioritize the safety and comfort of our riders and staff, and as such, may limit tour availability or alter tour times to ensure a positive experience.

**Liability waivers and rule agreements:** This is a crucial step in ensuring the safety and well-being of all passengers aboard Deadwood Party Pedaler. Here's how this process typically works:

*Liability Waivers:* Before embarking on a tour, every passenger will be required to complete a liability waiver form. This document acknowledges the inherent risks associated with participating in the activity and releases Deadwood Party Pedaler from any liability for injuries or damages that may occur during the tour. The waiver will also typically include information about the participant's understanding of the rules and regulations, as well as any pre-existing medical conditions that may impact their ability to safely participate.

*Rule Agreement:* In addition to the liability waiver, each passenger will be required to review and agree to a set of rules and guidelines established by Deadwood Party Pedaler. These rules are designed to ensure the safety and enjoyment of all participants and may include regulations regarding alcohol consumption, behavior while aboard the Party Pedaler, and adherence to the guide's instructions. By agreeing to these rules, passengers commit to upholding the standards of conduct outlined by Deadwood Party Pedaler and acknowledge their responsibility for their own actions during the tour.

*Enforcement:* Deadwood Party Pedaler staff will enforce the completion of liability waivers and rule agreements before allowing passengers to board the Party Pedaler. This may involve collecting signed forms prior to the start of the tour or providing electronic forms for completion online prior to arrival. Additionally, guides will review important safety information and rules with passengers before the tour begins to ensure everyone is aware of their responsibilities and expectations while aboard the Party Pedaler.

By implementing liability waivers and rule agreements, Deadwood Party Pedaler demonstrates its commitment to passenger safety and mitigates potential risks associated with the activity. These measures help protect both passengers and the business, creating a safe and enjoyable experience for all participants.

**Safety Protocols:** At Deadwood Party Pedaler, safety is our top priority. We adhere to strict safety protocols to ensure the well-being of our riders and staff. Some of our safety measures include:

1. **Trained Guides:** Our experienced guides undergo thorough training to operate the Party Pedaler safely and effectively. They are knowledgeable about the route, local traffic laws, and emergency procedures.
2. **Seat Belts:** Each seat on the Party Pedaler is equipped with seat belts to keep passengers securely fastened during the ride.
3. **Route Planning:** We carefully plan our routes to minimize interactions with other vehicles. Our guides are skilled at navigating through city streets while keeping riders safe, while obeying local traffic laws.

4. **Maintenance Checks:** The Party Pedaler undergoes regular maintenance checks to ensure that all mechanical components are in good working condition. We conduct pre-ride inspections to identify any issues and address them promptly.
5. **Alcohol Policies:** While we encourage our riders to have fun, we enforce strict policies regarding alcohol consumption on the Party Pedaler. We reserve the right to refuse service to anyone who appears intoxicated.

By prioritizing safety and providing a memorable experience, Deadwood Party Pedaler aims to become the premier choice for group tours and celebrations in Deadwood.

***Benefits to a small community like Deadwood:***

- *Boosting Local Economy:* By making stops at local businesses during tours, Deadwood Party Pedaler can drive foot traffic to small shops, restaurants, and attractions. This increased visibility and patronage can help boost sales and support the growth of local businesses, ultimately contributing to the economic vitality of the community.
- *Promoting Tourism:* Deadwood Party Pedaler offers a unique and engaging way for tourists to experience the city. As word spreads about this fun activity, it can attract more visitors to Deadwood, increasing tourism revenue and creating opportunities for local businesses to thrive.
- *Creating Jobs:* Operating Deadwood Party Pedaler requires a team of guides, maintenance staff, and administrative personnel. By providing employment opportunities, the business contributes to job creation and economic stability within the community.
- *Enhancing Community Spirit:* Deadwood Party Pedaler brings people together in a social and festive atmosphere. Whether it's locals celebrating special occasions or tourists exploring the city, the shared experience of riding the Party Pedaler fosters a sense of community and camaraderie among participants.
- *Promoting Health and Wellness:* Pedaling the Party Pedaler provides a fun and active way for participants to explore Deadwood. This promotes physical activity and encourages a healthy lifestyle among residents and visitors alike.
- *Supporting Local Events:* Deadwood Party Pedaler can collaborate with local organizations and event planners to enhance community events. Whether it's offering themed tours for festivals or providing transportation for group outings, the business can play a valuable role in supporting and enriching community gatherings.

Overall, Deadwood Party Pedaler serves as a unique and positive addition to the community, offering benefits that extend beyond entertainment to encompass economic growth, social cohesion, and overall well-being.

**Katie Tieman**

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**From:** Tara Little <info@deadwoodpartypedaler.com>  
**Sent:** Wednesday, May 15, 2024 4:28 PM  
**To:** Katie Tieman  
**Subject:** Fwd: Party pedaler  
**Attachments:** image001.jpg; 04-14-16 P&T Meeting Minutes.pdf

Sent from my iPhone

Begin forwarded message:

**From:** Tara Little-Geving <tara@sacredmtnretreat.org>  
**Date:** May 8, 2024 at 4:49:30 PM MDT  
**To:** Deadwood Party Pedaler <info@deadwoodpartypedaler.com>  
**Subject: Fwd: Party pedaler**

----- Forwarded message -----

**From:** Justin Lux <justin@cityofdeadwood.com>  
**Date:** Tue, Mar 26, 2024 at 4:58 PM  
**Subject:** Party pedaler  
**To:** tara@sacredmtnretreat.org <tara@sacredmtnretreat.org>

Tara,

After our discussion last week, I did some research. I told you it was not expressly prohibited by ordinance but have since found that the City Attorney's opinion is that they are regulated by our taxi ordinance. We currently do not have any open licenses. Attached are the minutes where I found that opinion.

Best,

**Justin S. Lux**

Parking & Transportation Director

City of Deadwood



108 Sherman Street

Deadwood, SD 57732

P: 605-578-2082

**CITY OF DEADWOOD  
PARKING AND TRANSPORTATION COMMITTEE**

**April 14, 2016**

**1. ROLL CALL:**

The City of Deadwood Parking and Transportation Committee met Thursday, April 14, 2016 in the Century Room in City Hall. Kelly Fuller called the meeting to order at 10:00 a.m. Present were **Kelly Fuller, Ken Gienger, Ron Green, Lee Harstad, Bob Nelson, Jr.**

Absent from the meeting were **Kevin Kuchenbecker, Trent Mohr, Bob Nelson, Sr., Bill Burleson.**

**2. APPROVAL OF MINUTES:** March 31, 2016

Minutes of the meeting of Thursday, March 31, 2016, were unanimously approved as written on a motion by Mr. Nelson Jr. and a second by Mr. Green.

**3. ITEMS FROM CITIZENS ON AGENDA:**

**A. John Soriano – Discuss “Party Pedaler” operation in Deadwood.** Mr. Fuller indicated John Soriano was supposed to attend to discuss the party pedaler operation but he did not show up. He indicated he did some research and it’s a giant pedal vehicle and he has a carrier permit so he can sell alcohol. There is a designated driver who steers the bike. Mr. Harstad asked if that is the one with the bar in the back and Mr. Fuller said yes. Mr. Fuller said he spoke with Quentin Riggins, the city attorney, and he felt that by ordinance it falls under a vehicle for hire and would require a taxi permit/license. All of the taxi licenses are maxed out and there aren’t any available. There was discussion about The Bus and the difference, the ordinance defining taxicab, the current cab companies, tour bus ordinance, the possibility that he could request a change in ordinance from the city commission if he really wanted to do it, and if any other possible options. Mr. Green asked if anything needed to be done since there is no request at this time and Mr. Fuller indicated no.

**4. NOTICE TO CONTEST PARKING TICKETS:** None

**5. NEW BUSINESS / UPDATES ON OLD BUSINESS:**

**A. Lower Main Welcome Center – Update.** Mr. Fuller asked for an update and commented on the article in the paper about “costs piling up”. Mr. Green said it is moving along and the retaining wall on the parking lot side is about completed. There is still a short section on the south end near the four-lane highway to do. There is quite a bit of wall done on the east side of the trail from the bridge abutment to the south. The building piers, about 30 of them, need to be poured for the building canopies is progressing. They are getting some fill material from the Oftedal/highway project so they don’t have to bring it from somewhere else, that’s saves us some cost.

Mr. Fuller reported on Split Rock and indicated he was waiting to hear back from them to schedule a kick off meeting. He said they were currently doing Custer State Park and Mr. Nelson Jr had gone down there and looked at that project. Mr. Nelson Jr reported it's quite a bit different than what we want but that the displays were done very professionally and look good; there were quite a few interactive things. Mr. Nelson Jr asked about the timing of the parking lot at the Lower Main project; he was wondering if we could get some of the parking back for a period of time. Mr. Green indicated the schedule needed to be consulted and also said he had a few safety issues he wanted to discuss with the contractor because it's so open around the project. Mr. Fuller indicated there had already been some issues including theft. These issues would be discussed at the next meeting which followed.

- B. Pioneer Way Speed Limit – Update.** Mr. Nelson Jr indicated DOT had initiated a traffic study but did not know when it would start.
- C. Wall St. Stop Signs (Discussion).** Mr. Fuller indicated there has been quite a bit of discussion regarding the stop signs and the issue of people not seeing them. He indicated he was in Sturgis and there are LED lit stop signs right before Lazelle. He didn't know what power source they used or how much they cost. Mr. Nelson Jr said he had looked at them before. They can be solar and he thought a set up for one costs about \$1,300 or somewhere in there. Mr. Fuller said he thought it should be considered for that location. Mr. Green indicated he wanted HP input since it's on Main Street and doesn't really fit into the historic Main Street. Mr. Fuller indicated most of the accidents there had been people hitting the stop sign stanchion that was in the middle of the road. There was discussion as to whether it needs to be a four-way stop there. Mr. Fuller reiterated he didn't want to put up the stanchion as it's illegal, for one reason, and because of the accidents.
- D. Bus Parking (Update).** Mr. Fuller indicated he was getting a lot of questions from people about when they needed to be out of there and so it was posted April 11 to give everyone a transition period. The signs were posted and compliance is good but there are no buses. Mr. Nelson Jr indicated he spoke to Jan and April 21 is the first day the buses will start coming in. He asked Mr. Harstad to put a Chamber blast out encouraging people to park at the football field and we will be getting some back up in Sherman Street; maybe promote that spaces can be leased from the parking ramp for \$53/month. Mr. Gienger requested to state in the blast that it is only temporary bus parking until October. He also indicated he had been asked if there was a way to get a discounted fee for parking in the ramp.
- E. DOT ROW Permits (Update).** Mr. Nelson Jr indicated the permits were done and on the agenda. All they have to do is sign the permits.
- 6. OPEN:** Mr. Gienger wanted to discuss the wrapping of a utility box down by Tin Lizzie. Mr. Harstad confirmed there are two box wraps at Tin Lizzie and Mr. Gienger said they were trying to do more of that in town to make the town look better. He was going to check on funds to get this done. He indicated he would send more info to Mr. Fuller. Mr.

Nelson Jr asked if there were locations chosen and Mr. Gienger indicated they had gone around and taken pictures; Mr. Harstad said they has identified 12 boxes and a couple of trash containers that they would wrap. There's a utility box by the Interpretive Center that Tom has on his list to repair.

Mr. Fuller asked if Mr. Nelson Jr had received any proposals for naming rights. Mr. Nelson Jr indicated he had not seen any but that we gave them quite a bit of time. Mr. Harstad said a couple of people had contacted his office but they were groups that secure naming rights. He said they passed the information along but had not heard anything.

## **7. ADJOURNMENT:**

With no further business for the committee to consider, Mr. Harstad moved to adjourn, seconded by Mr. Nelson Jr and the motion carried unanimously.

The next City of Deadwood Safety Committee meeting will be in the Century Room in City Hall at:  
**Thursday, April 28, 2016, at 10:00 a.m.**

Respectfully Submitted,  
Rhonda McGrath, Recording Secretary

\*\*\*\* Audio from the meeting is posted on the "S" drive.

**Johns &  
Kosel** Prof.  
LLC  
Attorneys at Law

**Timothy R. Johns**  
tjohns@johnskosellaw.com

**Joseph M. Kosel**  
jkosel@johnskosellaw.com

May 29, 2024

Ms. Jessica McKeown  
Finance Officer  
102 Sherman Street  
Deadwood, SD 57732  
Via email to [Jessica@cityofdeadwood.com](mailto:Jessica@cityofdeadwood.com)

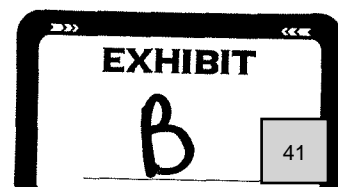
Mr. Justin Lux  
City of Deadwood  
Parking and Transportation Director  
102 Sherman Street  
Deadwood, SD 57732  
Via email to [Justin@cityofdeadwood.com](mailto:Justin@cityofdeadwood.com)

Mr. Quentin L. Riggins  
Deadwood City Attorney  
PO Box 8045  
Rapid City, SD 57709  
Via email to [qriggins@gpna.com](mailto:qriggins@gpna.com) and U.S. Mail

Re: Operation of a Multi-Passenger Quadricycle on public streets by Crusin Cycle Co., L.L.C.,  
DBA Deadwood Party Pedaler

Dear Folks:

This firm represents Crusin Cycle Company, L.L.C., DBA Deadwood Party Pedaler, in reference to Ms. McKeown's email to Tara Little Geving of May 15, 2024, in which Ms. McKeown indicated that "[a] Pedaler license is not allowed under City Ordinances." My client is in agreement that the ordinances do not address Multi-Passenger Quadricycles and their operation on the public streets of Deadwood. That said, we disagree with any conclusion that the operation of the same is precluded by any ordinance or that its operation requires some type of



license. More specifically we disagree with the email of Mr. Justin Lux to Tara of March 26, 2024, “that the City Attorney’s opinion is that they are regulated by our taxi ordinance.”

The taxi ordinance is found in Deadwood City Ordinance Chapter 5.48 entitled “Vehicle for Hire”. Section 5.48.010 A. requires a license to operate a taxicab business. It reads: “No person, firm or corporation shall operate a taxicab business and provide intra-city service with the city of Deadwood without first having obtained from the city commission a license therefore and without having complied with the provisions of this chapter.” Which then leads to the question whether Deadwood Party Pedaler would be operating a Taxicab business.

Under the “Definitions” Section 5.48.0020 of Chapter 5.48, the term ‘Taxicab’ means a “public transportation device used to convey passengers to and from destinations of their choice: such as, but not limited to, vehicles, limousines, rickshaws, and velotaxis (Pedi cabs).” And the term ‘Taxicab business’ means “any person, firm or corporation engaging in the commercial practice of providing public transportation to destinations of choice of passengers.”

The proposed Deadwood Party Pedaler business does not provide public transportation to destinations of choice; rather it follows a set route returning to the point from which it left. Thus, it is not a “taxicab business”. Furthermore, the Party Pedaler vehicle does not meet the definition of what is commonly understood to be a taxicab as it defined as a multi-passenger quadricycle which is a four (4) wheeled vehicle that is a human muscular propelled by the persons riding on it just like a bicycle. As such it also does not qualify as a rickshaw or velotaxi which are three (3) wheeled vehicles which are either self-propelled by a motor or are propelled by someone other than the riders.

Moreover the 2024 South Dakota Legislature passed House Bill 1225 which will be effective July 1, 2024. That act is entitled: “An Act to define a multi-passenger quadricycle and to provide for the regulation of multi-passenger quadricycles.” It amends Title 32, Motor Vehicles, of the South Dakota Codified Laws in the following respects:

Section 1 adds a new provision defining a multi-passenger quadricycle and its components. It reads: “For the purposes of this chapter, the term “multi-passenger quadricycle” means a vehicle equipped with fully operative pedals for propulsion by means of human muscular power exclusively. The vehicle must be: (1) Equipped with at least four wheels and is operated in a manner similar to a bicycle; (2) Equipped with at least five seats for passengers; (3) Designed to be operated by a driver, who may use an assist-motor capable of propelling the vehicle in conjunction with human muscular power; (4) Operated for commercial purposes within a municipality; (5) Equipped with a steering wheel that gives the driver exclusive control of the direction of the vehicle; (6) Equipped with at least one tail lamp in accordance with § 32-17-12; (7) Equipped with at least one stop lamp in accordance with § 32-17-8.1; (8) Equipped with at least two headlamps with one on each side of the front of the vehicle; and (9) Equipped with a rear vision mirror in accordance with § 32-15-8.”

Section 2 adds a new provision that provides: “Unless otherwise allowed by a municipality, a multi-passenger quadricycle may not be operated on any bicycle path or multi-use path.”

Section 3 adds a new provision that provides: “An owner of a multi-passenger quadricycle must maintain financial responsibility as required by subdivisions 32-35-113(1) and (4).”

Section 5 amends Chapter 32-3 to exempt multi-passenger quadricycles from the chapter’s title registration, liens and transfer requirements.

Section 6. amends Chapter 32-5 to exempt multi-passenger quadricycles from annual license registration and license plate requirements.

And Section 12 adds a new section that provides: “A driver of a multi-passenger quadricycle, as defined in section 1 of this Act, is subject to a violation of any of the provisions of this chapter, but a passenger of a multi-passenger quadricycle may not be charged with a violation of this chapter.”

Sections 4, 7, 8 and 9 amend various statutes to exempt multi-passenger quadricycles from the definition of the term “Motor Vehicle” as the term is defined in each statute in various contexts. The various statutes also make it clear that because motor vehicles are motorized, they are “self-propelled”. That is, they are “propelled by power other than muscular power” which by definition excludes multi-passenger quadricycles.

Section 10 amends §32-20-1 to exempt multi-passenger vehicles from the definition of “Off road vehicle”.

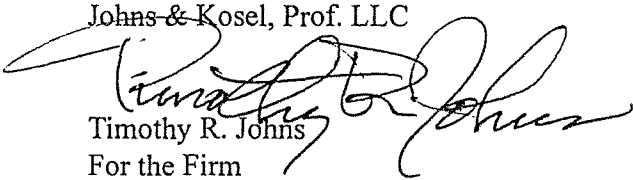
And finally, Section 11 amends the seat belt requirement found in §32-38-2 to exempt multi-passenger quadricycles. It also makes clear for purposes of that chapter that “a passenger vehicle is any self-propelled vehicle intended primarily for use and operation on a public highway including any passenger car, station wagon, van, taxicab, emergency vehicle motor home, truck, or pickup.”

In summary, since South Dakota law allows for and governs the use of multi-passenger quadricycles under the provisions of House Bill 1225, and since Deadwood Party Pedaler’s proposed use of its vehicle does not qualify as a taxi-cab business under the terms of Deadwood City Ordinance Chapter 5.48, Deadwood Party Pedaler submits that there are no ordinances in the City of Deadwood requiring a license to operate its business on the streets of Deadwood. Therefore, without any licensing requirement or other restrictions on the use of its multi-passenger quadricycle, Deadwood Party Pedaler should currently be clear to begin operation of its business at any time.

Please advise if the City does not agree with our conclusion and why.

Thanking you, I am,

Sincerely yours,

Johns & Kosel, Prof. LLC  
  
Timothy R. Johns  
For the Firm

TRJ  
Client via email attachment





GUNDERSON | PALMER | NELSON | ASHMORE LLP

506 Sixth Street  
 Post Office Box 8045  
 Rapid City, South Dakota 57709  
 Main: (605) 342-1078  
 Fax: (605) 342-9503

www.gpna.com

June 18, 2024

Quentin L. Riggins  
 Email: qriggins@gpna.com  
 Direct Dial: (605) 719-3436

Timothy R. Johns  
 Johns & Kosel, Prof. LLC  
 203 W Main St.  
 Lead, SD 57754  
 Via email: jkosel@johnskosellaw.com

Re: City of Deadwood GPNA File No. 07857.0003

Dear Mr. Johns:

When addressing the issue of a non-motorized party peddler in the past the opinion I provided the Commission was that the vehicle itself meets the definition of a taxicab under current Deadwood municipal ordinances and as such would require a taxicab license in order to operate. My opinion in this regard has not changed.

Taxicabs and taxicab businesses are defined by Deadwood Municipal Ordinance 5.48.020. Taxicab is defined as "a public transportation device used to convey passengers to and from destinations of their choice **such as but not limited to** vehicles limousines rickshaws and velotaxis (Pedicabs)." The use of the term including but not limited to together with rickshaws and Velo taxis which are vehicles that are non-motorized but used to take passengers to and from destinations of their choice leads to my conclusion that a multi-passenger quadricycle vehicle which is used to convey passengers to and from destinations of their choice would fall within the definition of a taxicab under Deadwood Municipal Ordinance 5.48.020.

Because the multi-passenger quadricycle at issue is considered a taxicab it would require a license pursuant to Deadwood Municipal Ordinance 5.48.010. That ordinance requires a taxicab license in order to operate within the City of Deadwood. Deadwood Municipal Ordinance 5.48.040 provides that there will be a maximum of five total taxicab licenses issued within the city of Deadwood. Presently there are no taxicab licenses available.

Sincerely,

A handwritten signature in black ink that reads "Quentin L. Riggins".

Quentin L. Riggins

QLR:ejs



Offices in Rapid City and Pierre, South Dakota

Attorneys licensed to practice in South Dakota, North Dakota, Nebraska, Wyoming, and Montana

Johns &  
Kosel <sup>Prof.  
L.L.C.</sup>  
Attorneys at Law

Timothy R. Johns  
tjohns@johnskosellaw.com

Joseph M. Kosel  
jkosel@johnskosellaw.com

June 20, 2024

Mr. Quentin L. Riggins  
Deadwood City Attorney  
PO Box 8045  
Rapid City, SD 57709  
Via email only to [qriggins@gpna.com](mailto:qriggins@gpna.com)

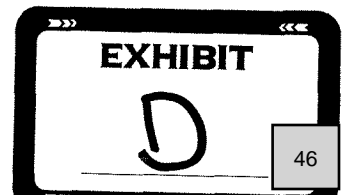
Re: Operation of a Multi-Passenger Quadricycle on public streets by Crusin Cycle Co., L.L.C.,  
DBA Deadwood Party Pedaler

Dear Mr. Riggins:

I acknowledge receipt of your letter of June 18, 2024. While my client understands the position you are taking on the question of whether a multi-person quadricycle is considered a taxicab under Deadwood Municipal Ordinance 5:48:20 requiring a taxicab license, we do not agree with your conclusions that it the qualifies as a “taxicab” or that Crusin Cycle Co., L.L.C. plans on operating a “taxicab business”.

As you cited in your letter, the term “Taxicab”, is defined in the ordinance as a “public transportation device used to convey passengers to and from **destinations of their choice**: such as, but not limited to, vehicles, limousines, rickshaws, and velotaxis (Pedi cabs).” (Emphasis added). And as we referenced in our letter of May 29, 2024, the term ‘Taxicab business’ means “any person, firm or corporation engaging in the commercial practice of providing public transportation **to destinations of choice of passengers.**” (Emphasis added).

You concluded in your letter that the Party Pedaler falls under the definition of a taxicab based on the premise that it would be used to transport its passengers to destinations of their choice. This premise is incorrect. To transport passengers to destinations of their choice means that the vehicle will pick up passengers at their beck and call at various and sundry addresses and drop them off at other sundry address as designated by the passengers. While the Deadwood Party Pedaler would be engaged in the commercial business of providing transportation for its passengers, it will not be transporting them to destinations of **their choice**. The business plan submitted to the City proposes that the business would have a designated set routes and would only pick patrons up at one of the several different designated stops and would only drop them



off at one of the same designated stops. For that reason, the vehicle does not meet the definition of a “taxicab” under the ordinance and also does not meet the definition of a “taxicab business” as used in the ordinance.

Furthermore, the multi-party quadricycle does <sup>not</sup> operate in the same manner or can otherwise be considered analogous to a rickshaw which is a two wheeled cart on which passengers are seated but which is pulled by one or two people. Nor is it analogous to a velotaxi which is a tricycle with separate seating for passengers which is propelled solely by the driver. In the case of multi-passenger quadricycle it is designed to be propelled by the passengers.

Finally, in our May 29, 2024 letter we referenced South Dakota House Bill 1225 which is effective July 1, 2024. This act defines a multi-passenger quadricycle and also provides for their regulation. In Section 1 it defines a "multi-passenger quadricycle" as “a vehicle equipped with fully operative pedals for propulsion by means of human muscular power exclusively.” And then provides, in part, that:

The vehicle must be: (1) Equipped with at least four wheels and is operated in a manner similar to a bicycle; (2) Equipped with at least five seats for passengers; (3) Designed to be operated by a driver, who may use an assist-motor capable of propelling the vehicle in conjunction with human muscular power; (4) Operated for commercial purposes within a municipality.....

In the case of In Re: Appeal from Decision of Yankton County Commission, 2003 SD 109, ¶15, 670 N.W. 2d 34, the Court cited from Rantapaa v. Black Hills Chairlift Co., 2001 SD 111, P23, 633 N.W.2d 196, 203, discussed the three ways that a state statute may conflict with or otherwise preempt a local ordinance. It said:

There are several ways in which a local ordinance may conflict with state law. In that event, state law preempts or abrogates the conflicting local law. First, an ordinance may prohibit an act which is forbidden by state law, and, in that event, the ordinance is void to the extent it duplicates state law. Second, a conflict may exist between state law and an ordinance because one prohibits what the other allows. And, third, state law may occupy a particular field to the exclusion of all local regulation.

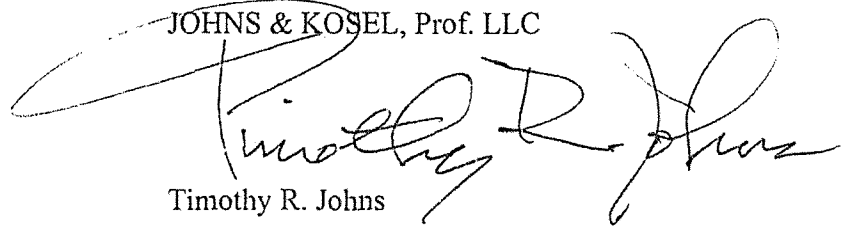
By declaring a multiple passenger quadricycle as a taxicab and then placing on it all of the requirements found in Deadwood Municipal Ordinance Chapter 5:48 “Vehicles for Hire”, the City is causing to be placed restrictions on the right of a person to operate a multi-passenger quadricycle to operate it within a municipality, many of which the multi-passenger cannot meet. This creates an inherent conflict with the provisions of House Bill 1225 including Section 1 which clearly allows that it may be operated for commercial purposes within a municipality and Section 6 which amends SDCL Chapter 32-5 that exempts multi-passenger quadricycles from annual license registration and license plate requirements.

Crusin Cycle Co. has made every effort to operate a new business in the City of Deadwood and respect its ordinances. For that reason, it has not begun operating on the streets of Deadwood and will not for fear that it will be charged criminally for operating a taxicab business without a license. That said, it appears that it needs to bring this issue before the Commission at its next meeting.

Thanking you, I am,

Sincerely yours,

JOHNS & KOSEL, Prof. LLC

A handwritten signature in black ink, appearing to read "Timothy R. Johns". The signature is written in a cursive style with a large, sweeping initial "T".

Timothy R. Johns

TRJ

Client, Jessica Via email to [Jessica@cityofdeadwood.com](mailto:Jessica@cityofdeadwood.com), [Justin@cityofdeadwood.com](mailto:Justin@cityofdeadwood.com)

**TITLE 5 BUSINESS LICENSES AND REGULATIONS**

**CHAPTER 5.02 BUSINESS LICENSES**

**CHAPTER 5.04 ALCOHOLIC BEVERAGES**

**CHAPTER 5.06 MOBILE FOOD AND BEVERAGE VENDING PERMIT**

**CHAPTER 5.08 BINGO/RAFFLE**

**CHAPTER 5.12 CONTRACTORS**

**CHAPTER 5.16 (RESERVED)**

**CHAPTER 5.20 HORSE-DRAWN VEHICLES**

**CHAPTER 5.24 PAWNBROKERS AND SECONDHAND DEALERS**

**CHAPTER 5.28 COMMERCE WITHIN THE CITY OF DEADWOOD**

**CHAPTER 5.32 (RESERVED)**

**CHAPTER 5.36 (RESERVED)**

**CHAPTER 5.40 TOURIST CONVEYANCES**

**CHAPTER 5.44 TROLLEYS**

**CHAPTER 5.48 VEHICLES FOR HIRE**

**CHAPTER 5.52 MISCELLANEOUS BUSINESS LICENSES AND REGULATIONS**

**Chapter 5.56 MEDICAL CANNABIS ESTABLISHMENTS**

HISTORY

Amended by Ord. 1353 on 5/25/2023

**CHAPTER 5.02 BUSINESS LICENSES**

**5.02.010 Purpose**

**5.02.020 Definitions**

**5.02.030 License Required**

**5.02.040 Application; Issuance Of Business License**

**5.02.050 Fee/Term**

**5.02.060 Denial/Revocation**

**5.02.070 Denial; Applicant Right To Appeal**

**5.02.080 Posting; Inspection**

**5.02.090 Change Of Location**

**5.02.100 Transfer**

**5.02.110 Prohibited Business Locations**

**5.02.120 Exemptions**

**5.02.130 Multiple Businesses; Same Location**

**5.02.140 Same Business; Multiple Locations**

**5.02.150 Penalty**

**5.02.010 Purpose**

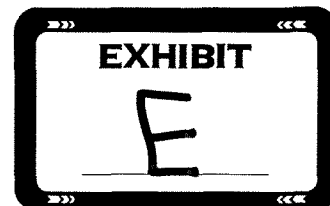
The purpose of the business license is to provide an additional protection to the citizens and visitors of the City of Deadwood from fraud and misrepresentation; to ensure compliance with city ordinances; to administer proper land use, quality development and zoning in accordance with the Comprehensive Plan and to provide a database to define and monitor the progress of the local economy.

(Ord. 1311, 2020)

**5.02.020 Definitions**

As used in this chapter:

"Business" means any activity, trade, calling, profession, or occupation, whether sole proprietorship, partnership, corporation, limited liability company or other recognized entity, which regularly provides delivery of products and/or services from an address or other location(s) within the corporate limits of





**QUOTE**  
April 25, 2023

**City of Deadwood – Van Buren and Madison**

**Project: 2" mill and overlay on Van Buren and Madison**

Item	Description	QTY	Unit	Unit Price	Amount
Milling	2" milling, Johner Paving hauling the milling to the Deadwood city shop near rodeo grounds, clean up and prep	2130	SY	\$6.00	\$12,780.00
Paving	2" mat on milled areas - Johner Paving will do this with Deadwood assisting in areas where a front loader feeding the paver is required	240	Ton	\$115.00	\$27,600.00
Tack		0.91	Ton	\$1,200.00	\$1,092.00
Mobilization	2 Milling Mobilizations / 2 paving mobilizations	1	LS	\$5,500.00	\$5,500.00
Total					\$46,972.00

**This project would be a joint project with the city of Deadwood and James Lee. Johner Paving will provide a milling subcontractor, haul the millings to the Deadwood shop near Days of 76 museum, and clean up and prep for Tack oil placement. Johner Paving will provide the tack oil placement. Johner paving will pave a 2" asphalt mat on the streets of the project.**

**In areas where it is feasible, Johner paving will use trucks to feed the paver. In areas where it is not feasible due to difficulties such as elevation, street width, etc, The city of Deadwood will provide a front end loader and operator to feed the paver. Johner Paving will drop the mix in designated areas to accomplish this.**

If you have any questions, please contact Josh Kirchner at (605) 645-4893.

Prices herein are exclusive of all excise, sales, use, and similar taxes.  
This quotation expires thirty (30) days from the date listed above.

Acceptance of this quote shall constitute a binding contract.  
This proposal is accepted by:

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

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

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

Contact Phone Number: \_\_\_\_\_

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

Approved by:  
Johner Paving, Inc.

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

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

415 Industrial Drive Spearfish, SD 57783 Phone: (605) 642-9043 FAX: (605) 642-2931  
office@johnerandsons.com



415 Industrial Drive  
Spearfish, SD 57783

Phone: 605-642-9043  
FAX: 605-642-2931

Section 6 Item b.

# Invoice

Date	Invoice #
5/30/2024	1153

Bill To

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

Project / Job

VAN BUREN AND MADISON

Terms

Net 30

Qty	Description	U/M	Price EA	Amount
21.84	Patch Work 2.041% SD Excise Tax	Ton	115.00 2.041%	2,511.60T 51.26

We impose a surcharge 4% on credit card purchases, which is not greater than our cost of acceptance. We do not surcharge cash or check

PLEASE PAY FROM THIS INVOICE. All invoices are due net 30. Finance charges of 2% per month will be charged on any unpaid balances over 30 days old. The annual rate of interest is 24%. A Mechanics Lien may be filed on unpaid balances within 120 days from date of last service provided, pursuant to SDCL 44-9.

**Total \$2,562.86**



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



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

## **MEMORANDUM**

---

Date: June 18, 2024  
 To: Deadwood City Commission  
 From: Kevin Kuchenbecker, Historic Preservation Officer  
 Mike Runge, City Archivist  
 Re: Pannier Graphics, Outdoor Interpretive Panels

---

The City of Deadwood Archives is requesting permission to purchase four (4) outdoor interpretive panels from Pannier Graphics of Gibsonia, PA to be placed throughout Deadwood Gulch as part of Deadwood's Historic Walking Tour.

As part of this quote, the Historic Preservation Office would like to update and add the following panels to the downtown walking tour:

- 18 x 24" First Baptist Church, 110 Sherman Steet, single pedestal.
- 18 x 24" Serving the Black Hills, Outlaw Square, wall mount.
- 18 x 24" Deadwood Changing, Outlaw Square, single pedestal.
- 24 x 36" Deadwood Formation, Deadwood Welcome Center, double pedestal.

The Historic Preservation Commission review this request at their July 26, 2024 meeting and recommend approval.

## **RECOMMENDTION**

Move to allow the Historic Preservation Office to purchase four outdoor interpretive signs from Pannier Graphics at a cost not to exceed \$3,400.00 dollars to be paid out of the HP Public Education line item.



345 Oak Road . Gibsonia, PA 15044  
 724-265-4900 . 724-265-4300 (fax)  
 www.PannierGraphics.com

DATE: 6/13/2024

Section 6 Item c.

**QUOTE: E202406057**

City of Deadwood  
 108 Sherman Street  
 Deadwood SD 57732

Contact: Mike Runge  
 Phone: (605) 578-2082x2222  
 Email: michael.runge@cityofdeadwood.com  
 Project: Deadwood Walking Tour Updates

Quantity	Description	Unit Price	Extended Price
3	24"w x 18"h x .090 Fiberglass Embedded (FE) Panels. All different. Single-faced. Matte finish. Square cut. No holes.	\$209.00	\$627.00
2	Aluminum Single Pedestal Exhibit Bases for 24"w x 18"h Panels. Visual area will be 23"w x 17"h. Includes (1) 3" x 3" x 57" post. Direct embedment. Powder coated Black with a textured finish.	\$360.00	\$720.00
1	Aluminum Rail Mounted Exhibit Base for 24"w x 18"h Panel. Visual area will be 23"w x 17"h. Powder coated Black with a textured finish.	\$435.00	\$435.00
1	36"w x 24"h x .090 Fiberglass Embedded (FE) Panel. Single-faced. Matte finish. Square cut. No holes.	\$375.00	\$375.00
1	Aluminum Double Pedestal Exhibit Base for 36"w x 24"h Panel. Visual area will be 35"w x 23"h. Includes (2) 4" x 4" x 57" posts for direct embedment. Powder coated Black with a textured finish.	\$600.00	\$600.00

**Sale Amount: \$2,757.00**  
**Estimated Shipping to 57732: \$465.00**  
**Total Amount: \$3,222.00**

**TERMS AND CONDITIONS**

- By signing this quote, the customer agrees to all terms and conditions in this document.
- **Payment: Net 30 Days.**

*Summer Timmer*

Summer Timmer  
 Account Manager  
 724-265-4900 x207  
 slt@pannier.com

*Mike Runge*

06-14-2024

Customer Acceptance/Date

Mike Runge City Archivist

Print Name and Title



## TERMS & CONDITIONS

### PANELS

**Panel Files:** Pricing is based on receiving print-ready files. For more information, refer to our [File Preparation Guidelines](#). Completed files can be uploaded to our [FTP Site](#).

**Panel Design:** If Pannier is designing, preliminary design will be developed via PDF submittals and delivered over email. Pricing includes two rounds of revisions prior to delivery of a hard copy proof for each original design.

**Proofs:** One proof of each original will be submitted for the customer's approval. This printout will represent the actual color and resolution of the final embedded panel. Final changes may be made to this printout before proceeding to production.

### PRICING

**Pricing:** Sale Amount is valid for 60 days from the quote date.

**Pricing:** Sale Amount subject to change if all approvals are not completed within 120 days of original quote date.

**Credit Card Fee:** A fee of 3% will be applied to all credit card transactions. (By providing your credit card information, you are agreeing to these terms.)

**Cancellation:** If order is cancelled, time and materials spent up to that point will be assessed and a final invoice will be provided. This invoice will carry a minimum charge of \$250, and cover agreed upon and completed work up to the point of cancellation.

### SHIPPING

**Packaging:** Order will be bulk packed and one shipment.

**Production:** Production begins only after customer provides all necessary payments, delivery information, artwork and frame drawing approvals.

**Delivery:** 30-40 business days (6-8 calendar weeks) after Pannier receives all necessary deposits and approvals, unless otherwise noted.

**Shipping:** Estimated shipping does not include any special services such as a liftgate, inside delivery or delivery to a residential address. Order may be delivered via an 18-wheeler truck. Depending on the size of the order, the shipment may need to be offloaded with a forklift.

**Shipping Estimate:** Shipping cost shown above is an estimate generated on the day the quote is written. Estimate includes packaging and handling. Final shipping charges can vary based on the volatility of the transit industry. Additional shipping charges may be invoiced at time of shipment.

**FOB Destination:** Freight Prepaid & Add

**Sales Tax:** If sales tax exempt, please provide documentation.



345 Oak Road . Gibsonia, PA 15044  
 724.265.4900 . 724-265-4300 (fax)  
 www.PannierGraphics.com

Section 6 Item c.

## Delivery Address Form

Please fill out the following form to confirm the delivery address of your order from Pannier. Deliveries are typically made Monday through Friday, 8 am-5 pm. The order may be delivered via an 18-wheeler truck.

There may be multiple crates depending on the size of the order. You will be required to unload the shipment from the truck at the delivery site. All shipping information, such as delivery date and tracking information, will be emailed to you once the order has shipped.

Company Name:

City of Deadwood

Delivery Contact Name:

Mike Runge

Physical Delivery Address:

108 Sherman Street  
 Deadwood, SD 57732

Delivery Contact Phone Number:

605-578-2082

Receiving Days For Physical Address Location (check all that apply):

- Monday
- Wednesday
- Friday
- Tuesday
- Thursday

Call For Appointment? \*If an appointment is required, delivery will be delayed by at least one business day. The delivery contact will receive a phone call from the shipping company to set up a delivery date.\*Please note that if your order is shipping via UPS Ground, special services are not available.\*

Yes  No

Receiving Hours For Physical Address Location (write in hours):

8:00am to 5:00pm Mountain Time

Please check any special services needed. These services WILL require additional charges unless they were included in the quote. By checking the box, you agree to the charge. \*Please note that if your order is shipping UPS Ground, special services are not available.\*

Email address to send invoice to:

archives@cityofdeadwood

- Inside Delivery and Lift Gate - \$120.00
- Lift Gate - \$95.00
- Residential Delivery - \$50.00

## Hard-Copy Proof Address Form

If you ordered FE or GCL panels, you will receive a hard-copy proof of each unique panel design. These are sent via UPS. You will receive email confirmation when they are sent. Please provide an address below. Please note, we cannot ship to a PO Box.


- Please use Delivery Address entered above.
- Please use the following address and contact informaton:

please use above address



# Signature Certificate

Reference number: NPGVQ-TWZHN-WAQ9X-2HKZE

Signer	Timestamp	Signature
<p><b>Mike Runge</b>            Email: michael.runge@cityofdeadwood.com</p> <p>Sent: 14 Jun 2024 15:00:28 UTC            Viewed: 14 Jun 2024 15:01:18 UTC            Signed: 14 Jun 2024 15:06:04 UTC</p> <p><b>Recipient Verification:</b>            ✓Email verified 14 Jun 2024 15:01:18 UTC</p>		 <p>IP address: 67.158.27.170            Location: Spearfish, United States</p>

Document completed by all parties on:  
14 Jun 2024 15:06:04 UTC

Page 1 of 1



**Signed with PandaDoc**

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.







## **MEMORANDUM**

**Date:** June 27, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
 Bonny Anfinson, Preservation Coordinator  
**Re:** 2024 Round 1 Outside of Deadwood Grants

On June 20, 2024, the Projects Committee reviewed the 2024 Round 2 Outside of Deadwood Grant applications. This round included six (6) Outside of Deadwood Grant applications for a project total of \$182,616.95 which included requests from the program of \$53,080.00.

The budget for 2024 is set at \$100,000.00 with two funding cycles, January and June of each year. Round 2 budget is set at \$50,000.00. The Projects Committee closely reviewed the applications and made the following recommendations for grant approval. The table lists the applicant, project, location and amount for six grants totaling \$50,000.00.

The Historic Preservation Commission reviewed this request at their June 26, 2024, meeting and recommend approval of the 2024 Round 2 Outside of Deadwood Grants as follows:

<b>2024 RD 2 Outside of Deadwood Grant Requests</b>					
<b>Organization Name</b>	<b>City</b>	<b>Project Budget</b>	<b>Matching Funds</b>	<b>Amount Requested</b>	<b>Suggested Approval</b>
Dakotaland Museum - Item A	Huron	\$9,000.00	\$4,500.00	\$4,500.00	<b>\$ 5,000.00</b>
Lead/Deadwood Sanitary District - Item B	Lead	\$80,000.00	\$70,000.00	\$10,000.00	<b>\$ 10,000.00</b>
Rocky Mountain Elk Foundation - Item C	Belle Fourche	\$20,775.00	\$11,575.00	\$9,200.00	<b>\$ 10,000.00</b>
SD Historic Society Foundation - Item D	Pierre	\$19,948.95	\$10,568.95	\$9,380.00	<b>\$ 5,000.00</b>
Sully County - Item E	Onida	\$23,893.00	\$13,893.00	\$10,000.00	<b>\$ 10,000.00</b>
St. Wenceslaus Catholic Church - Item F	Tabor	\$29,000.00	\$19,000.00	\$10,000.00	<b>\$ 10,000.00</b>
<b>TOTAL GRANT REQUESTS</b>		<b>\$182,616.95</b>	<b>\$129,536.95</b>	<b>\$53,080.00</b>	<b>\$ 50,000.00</b>

Recommended Motion:

*Move to approve the 2024 Round 2 Outside of Deadwood Grants in the amount of \$50,000.00.*

**2024 RD 2 Outside of Deadwood Grant Requests**

<b>Organization Name</b>	<b>City</b>	<b>Project Budget</b>	<b>Matching Funds</b>	<b>Amount Requested</b>	<b>Suggested Approval</b>
Dakotaland Museum - Item A	Huron	\$9,000.00	\$4,500.00	\$4,500.00	\$ -
Lead/Deadwood Sanitary District - Item B	Lead	\$80,000.00	\$70,000.00	\$10,000.00	\$ -
Rocky Mountain Elk Foundation - Item C	Belle Fourche	\$20,775.00	\$11,575.00	\$9,200.00	\$ -
SD Historic Society Foundation - Item D	Pierre	\$19,948.95	\$10,568.95	\$9,380.00	\$ -
Sully County - Item E	Onida	\$23,893.00	\$3,893.00	\$10,000.00	\$ -
St. Wenceslaus Catholic Church - Item F	Tabor	\$29,000.00	\$19,000.00	\$10,000.00	\$ -
<b>TOTAL GRANT REQUESTS</b>		<b>\$182,616.95</b>	<b>\$119,536.95</b>	<b>\$53,080.00</b>	<b>\$ -</b>

## ITEM A

### DAKOTALAND MUSEUM – CENTENNIAL STONE CHURCH CENTER

**Budget: \$9,000.00    Request: \$4,500.00**

#### Scope of Work to be Performed:

Tuckpointing the stonework of the exterior of the building, all around. The grout is cracking and completely missing in several places. It appears to have been repaired more than once using different compositions and colors of mortar. The damage has reached the stage where water can enter between the stones, freezing and eroding more grout and causing expansion damage. Soon, the water will find its way inside the building, ruining the interior walls and causing mold and mildew problems as well as becoming a threat to the archives and artifacts stored in the building. Many of these items belonged to Gladys Pyle. Along with clothing, books and dishes, the archives contain extensive files of her photos, newspaper clippings and other papers.

#### Relationship of this Project to History of Deadwood:

Gladys Pyle, the first woman in the United States to be elected to the U.S. Senate, was also the first woman in South Dakota to serve on a federal grand jury which was convened in Deadwood.

#### Staff Comment:

None for this project.





Dakotaland Museum, Pyle House  
 Museum, Centennial Stone Church  
 Center

*Organization Summary*

# Dakotaland Museum, Pyle House Museum, Centennial Stone Church Center

PO Box 1254  
 PO Box 1254  
 Huron, SD 57350

Louise Carroll Van Poll  
 dakotalandmuseum@gmail.com  
 O: 605-352-2528  
 M: 605-352-2528

*Organization Request Summary*

**Requests:** 9      **Requests Granted:** 6      **Total Granted:** \$40,555.00      **Total Paid:** \$40,555.00

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant Centennial Stone Church	ApplicationComplete		
03/06/2024	Outside of Deadwood Grants	2024 RD1 Outside of Deadwood Grant Pyle House Museum	Approved	\$1,750.00	\$1,750.00
	Outside of Deadwood Grants		ApplicationDraft		
07/31/2023	Outside of Deadwood Grants	2023 RD2 Outside of Deadwood Grant	Approved	\$4,550.00	\$4,550.00
08/02/2022	Outside of Deadwood Grants	2022 RD2 Dakotaland Museum Centennial Stone Church Roof Repair	Approved	\$10,000.00	\$10,000.00
	Outside of Deadwood Grants	2021 Pyle House Museum Repairs	ApplicationComplete		
01/26/2017	Outside of Deadwood Grants	2017 RD1 Restoration of Storm Windows	Closed	\$3,000.00	\$3,000.00
06/25/2015	Outside of Deadwood Grants	2015 RD2 Abate Exterior Lead Paint	Closed	\$16,755.00	\$16,755.00
01/28/2013	Outside of Deadwood Grants	2013 RD1 Dakotaland, Centennial Stone Church, Pyle House	Closed	\$4,500.00	\$4,500.00

## ITEM B

### LEAD/DEADWOOD SANITARY DISTRICT – ENGLEWOOD HYDROELECTRIC PLANT

**Budget: \$80,000.00 Request: \$10,000.00**

#### Scope of Work to be Performed:

Repair deteriorated exterior masonry, including replacement of damaged bricks and tuck pointing

#### Relationship of this Project to History of Deadwood:

Englewood hydro was built as a prototype to demonstrate that hydroelectric power could serve the needs of the Homestake mine and served as the model for Hydro #2 in Spearfish Canyon. Englewood hydro was the first to demonstrate that hydro could replace coal fired steam engines in company mills. It was designed and built by Thomas Grier and commissioned in 1906 and is an example of the innovation in electric power in the Deadwood area.

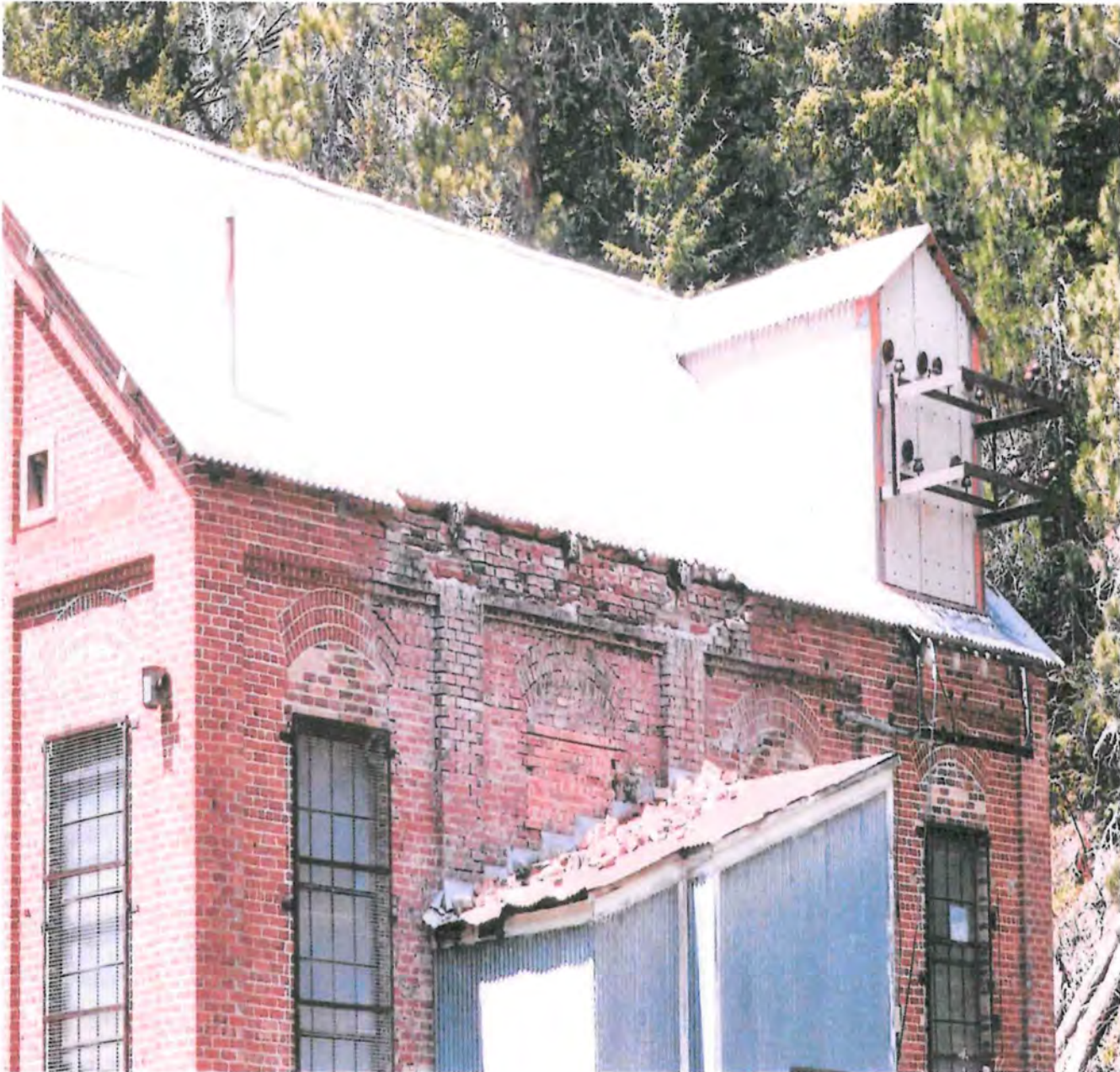
#### Staff Comment:

No comments for this project.

Pictures below







Lead/Deadwood Sanitary District

*Organization Summary*

# Lead/Deadwood Sanitary District

21662 Hanna Road  
P.O. Box 413  
Deadwood, SD 57732

terryw@vastbb.net  
O: 605-578-7835

*Organization Request Summary*

**Requests:** 2      **Requests Granted:** 1      **Total Granted:** \$10,000.00      **Total Paid:** \$9,886.19

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant Hydroelectric Plant	ApplicationComplete		
03/20/2020	Outside of Deadwood Grants	2020 RD 1 Outside of Deadwood Grant	Closed	\$10,000.00	\$9,886.19
				0	

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## ITEM C

### ROCKY MOUNTAIN ELK FOUNDATION – GRANT FARRELL HARDWARE/THOMAS DRUG BLDG.

**Budget: \$20,775.00 Request: \$9,200.00**

#### Scope of Work to be Performed:

We are wanting to restore the exterior of this historic building back to its former glory. This will be done in several stages ("front, side, rear"). In the 1950's the original masonry was covered up for a more modern look. We would like to remove this and expose and recondition the original facade underneath. Along with this we would repair Windows and molding with modern materials while retaining the historic look and feel from the 1900's. This would be the first stage to be completed which is the "front" towards State street. The "bones" of this building are in great shape and have stood the test of time. All of our stages of this project will focus mainly on cosmetic restoration and refurbishment.

#### Relationship of the Project to History of Deadwood:

This building is the oldest building on our main street. It was built in 1895 as Farrell Hardware and was the only building to completely survive the fire of 1896. I cannot tie this building directly to Deadwood but I find it very hard to believe that Bullock did not play a hand in this building as he was a very influential part of getting our Downtown area established. I don't have a lot of information about all the different businesses or owners that have played a part in the buildings history but we would like to see it return to its former glory. This whole downtown block is on the National Register of Historic Places and we would love to have our building reflect that image.

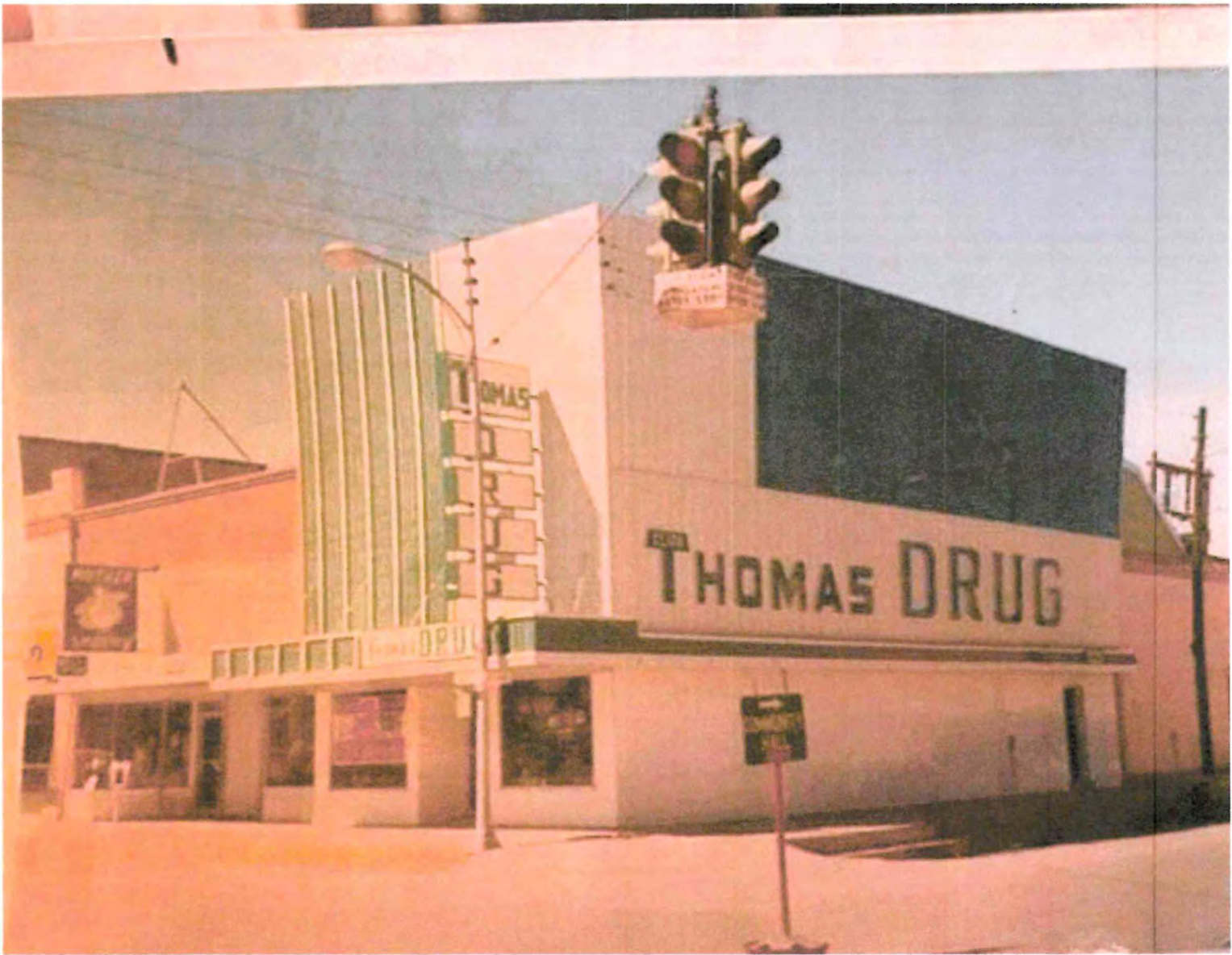
#### Staff Comment:

This would be a great project. The transformation would be a great example for others to follow.

Pictures below.











FIRST MEETING PLACE NOV 1894 TO ~~...~~ JULY 1895  
 '67:1 FRONT OF BUILDING HAS BEEN CHANGED (see also Dawson)







Rocky Mountain Elk Foundation

*Organization Summary***Rocky Mountain Elk Foundation**

521 State Street  
Belle Fourche, SD 57717

porcupinebflc@gmail.com  
O: 605-210-2013

*Organization Request Summary*

**Requests:** 1      **Requests Granted:** 0      **Total Granted:** \$ 0.00      **Total Paid:** \$ 0.00

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant Farrell Hardware/Thomas Drug Building	ApplicationComplete		

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Printed On: 17 June 2024

## ITEM D

### South Dakota Historical Society Foundation – Cataloging Black Hills Mining & Milling Photos

**Budget: \$19,948.95 Request: \$9,380.00**

#### Scope of Work to be Performed:

The State Archives exists to collect, preserve, process/catalog and provide reference access to those primary and secondary research sources, regardless of format, which best document the political, social, cultural, economic, and natural history of Dakota territory and the State of South Dakota, its political subdivisions and citizenry; and those secondary (published) sources which similarly document the history of adjacent states with which South Dakota's history is closely intertwined.

Over one million photographic images are stored and cataloged at the State Archives and that number steadily increases. The photos vary in size and format including glass plate negatives, slides, prints, negatives, and digital images. With few exceptions, the images are available to the public in the archives research room. To preserve the images and prevent further loss of information as well as to make the images more widely available the archives is proposing to digitize a selection of these photographs.

The mining and milling photo collection consists of 213 black and white prints representing mines and mills throughout the Black Hills. The prints range in size from 4x6 to 8x10 and include stereoscopic views. Almost all photographs have detailed captions. Through photographs of both abandoned and working mines, this collection documents the development of mining in the Black Hills, showcasing its evolution from primitive claim shanties and mining camps to sophisticated, large-scale operations embracing whole towns. The decline of mining is highlighted through the presence of many photographs of abandoned mines and other structures. Also shown are the variety of sawmills, smelters, and other processing facilities that sprung up to support mining operations and to transport and transform raw materials. Scenes in the collection include gold panning, mining camps, sluices, dredges, rail carts, mining towns, decaying structures, and various minerals, including gold and uranium ore.

In addition, the grant project proposes to digitize approximately 13,000 pages of land resurvey records associated with lands in the Black Hills. This collection consists of field notes for land surveys that were conducted by the U.S. General Land Office dating from 1886-2012. Land surveys create, define, and mark the boundaries and subdivisions of South Dakota lands, and are the basis of all land ownership in the state. These resurveys re-establish markers, fill in gaps, and correct errors from the original surveys. The notes are frequently consulted by current land surveyors while they are hunting for markers in the field. The older pages will need to be handled with care and scanned individually, while the more current pages may be

scanned using a feeder. These pages would join the original land surveys that are already in the South Dakota Digital Archives.

The land records and photographs in this application would be digitized, cataloged, and loaded to the South Dakota Digital Archives where they would be available worldwide. The South Dakota Digital Archives contains 91,866 items from the State Archives including photographic images, government and manuscript collections, original land survey records, the South Dakota Historical Society publication the *Wi-lyohi*, and Dakota Territory maps. Most recently, the State Archives added 63 audio recordings of oral histories and their associated transcripts. The South Dakota Digital Archives makes information easily accessible while also preserving the original records by minimizing damage from handling.

The staffing for the grant project consists of a scanning technician and a digital technician. Both positions are grant or donation funded employees and not state employees. The staff will scan and catalog the photographs and the land records, create searchable metadata, and load the images into the South Dakota Digital Archives for free public viewing online. Both the land survey records, and the photographs fit the scope of the project and can withstand the scanning process without being damaged.

Care is taken to remove staples, flatten wrinkles or edges, and ensure the best possible image. We scan at a high resolution to guarantee that the costs and time expended on reformatting are used to the fullest and to ensure that the staff will not have to re-digitize this collection at a future point. The collections are digitized and cataloged in-house by specialized staff. The scanning technician will prep the collection, digitize the collection using an Epson Expression 12000XL photo flat scanner, and provide basic metadata about the collection.

The digital technician catalogs the collection into a database system using Dublin Core standards which includes the initial set up and creation of the project. Research is performed to ensure the records are correctly cataloged and have the proper identification. The digital technician performs file conversion or combines multiple files into one if needed. The collection is cataloged, and metadata is created using uniform subject headings. Quality control checks are performed on the digitized images and the files are uploaded to the South Dakota Digital Archives. The processes are labor intensive, but the methods meet archival standards and ensure that no harm comes to the original collection during the processes. This slow and deliberate process ensures the quality of the final product as well as the protection of the originals being scanned.

Prepping the collection for digitization would start immediately after grant award notification in April 2024. The digital technician and the scanning technician would set up the metadata fields, prep the collection by removing any staples and ensure that the project is ready to move forward. The digitization of the photographs and land survey records would start immediately after the prep work.



Relationship of this Project to History of Deadwood:

The cataloging of the photographs and land survey records will make them searchable and researchers will be able to locate them easily on the South Dakota Digital Archives, which make this a valuable resource to citizens in South Dakota. The funds will be used to provide personnel to scan, provide quality control, and catalog the images and land surveys. Authors use the images in books; students use the images in reports; images are used in public places such as restaurants and hotels. The land survey records are important and helpful to anyone doing land research in the Black Hills. The images and land records are relevant to the history of Deadwood because of the subject matter and location. Both are useful for the importance of telling the history of the state.

Staff Comment:

This was reviewed in the 2024 Round 1 application requests but because they already had an open grant we were unable to fulfill their request. The applicant has requested we review this request in Round 2. The other grant has been completed.

Sample image from the Mining and Milling Collection



**The Peerless Mine, 3 ½ miles west of Keystone, S.D., undated**

South Dakota State Historical Society  
Foundation

*Organization Summary*

# South Dakota State Historical Society Foundation

900 Governors Drive  
Pierre, SD 57501

O: 605-773-3458

*Organization Request Summary*

**Requests:** 12      **Requests Granted:** 9      **Total Granted:** \$181,950.00      **Total Paid:** \$181,950.00

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant Cataloging of Records	ApplicationComplete		
01/24/2024	Outside of Deadwood Grants	2023 RD2 Outside of Deadwood Grant Request	Closed	\$10,000.00 0	\$10,000.00 0
01/18/2019	Outside of Deadwood Grants	2019 RD2 Digitization of Maps	Closed	\$8,000.00	\$8,000.00
07/03/2018	Outside of Deadwood Grants	2018 RD2 Digitize Early Dakota Territory Maps	Closed	\$15,000.00 0	\$15,000.00 0
02/21/2018	Outside of Deadwood Grants	2018 RD1 Photo Digital Imaging Project	Denied		
07/05/2017	Outside of Deadwood Grants	2017 RD2 Badger Clark Poetry Book	Denied		
01/26/2017	Outside of Deadwood Grants	2017 RD1 Photo Digital Imaging	Closed	\$24,800.00 0	\$24,800.00 0
02/04/2016	Outside of Deadwood Grants	2016 RD1 Photo Digitization	Closed	\$20,000.00 0	\$20,000.00 0
02/25/2015	Outside of Deadwood Grants	2015 RD1 Archival Development	Closed	\$20,000.00 0	\$20,000.00 0
02/21/2014	Outside of Deadwood Grants	2014 RD1 Photo Digital Imaging	Closed	\$19,150.00 0	\$19,150.00 0
07/24/2013	Outside of Deadwood Grants	2013 RD2 The First Lady Gowns Exhibit	Closed	\$15,000.00 0	\$15,000.00 0
12/13/2003	Outside of Deadwood Grants	2004 Taking South Dakota History on the Road Program	Closed	\$50,000.00 0	\$50,000.00 0

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## ITEM E

### SULLY COUNTY – SULLY COUNTY COURTHOUSE

**Budget: \$23,893.00 Request: \$10,000.00**

#### Scope of Work to be Performed:

All masonry surfaces shall be washed with pressurized water, stubborn stains removed, surface cleaned with chemical agent, and entire site rinsed. All mortar joints will be inspected, repaired & cleaned. All defective mortar joints will be filled and tightly packed with type "O" masonry pointing mortar that will be colored and tooled to match the adjacent joints as closely as possible. All skyward facing head joints will be cleaned and resealed with a bond breaker installed in the bottom of the joint to ensure four-sided adhesion. Areas of spalled, deteriorated or fractured stone will be repaired or removed to create a sound surface and then patched with restoration mortar, carved and finished to match the original profile as closely as possible.

#### Relationship of the Project to History of Deadwood:

Architect W.M. Rich of the Black Hills Co. of Deadwood designed the Sully County Courthouse, which was built in 1911-1913 at a cost of \$65,173. His company was located in Deadwood prior to dissolving due to funding issues. Despite the company's short history, Rich and his associates designed several courthouses as well as homes, churches and various businesses throughout South Dakota, Colorado & Nebraska.

#### Staff Comments:

A more in-depth proposal is available from the contractor if the committee wishes to review.

Picture below.



Sully County

*Organization Summary***Sully County**

700 Ash Avenue  
 PO Box 265  
 Onida, SD 57564

*Organization Request Summary*

**Requests: 2      Requests Granted: 1      Total Granted: \$7,500.00      Total Paid: \$7,500.00**

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant Sully Co Courthouse	ApplicationComplete		
07/05/2017	Outside of Deadwood Grants	2017 RD2 Sully County Court House - Judge's Chambers	Closed	\$7,500.00	\$7,500.00

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Printed On: 17 June 2024

## ITEM F

### ST. WENCESLAUS CATHOLIC CHURCH

**Budget: \$29,000.00 Request: \$10,000.00**

#### Scope of Work to be Performed:

On May 12, 2022 a huge derecho came through our little town of Tabor. When it had finished it not only uprooted many trees but it had taken off the steeple from our church. After the destruction across South Dakota at that time it was difficult to find someone to repair the damage however a local colony took the job and repaired the steeple for us. However, painting was not part of what they did so we were happy to at least have the repairs. From this point our church has taken on several leadership changes and we would like to finish this project to restore our church to its original beauty. Our scope appears very simple but because of the height it is difficult. (The project is painting)

#### Relationship of the Project to History of Deadwood:

Near the end of 1869 and the start of 1870 Czech settlers started to migrate to Dakota Territory and the Tabor area. Since most of these Czech immigrants were of the Catholic faith, their first thoughts were to organize a religious community. In 1871 the Reading Club of the Tabor parish was organized, and is considered the birth date of the St. Wenceslaus parish. The society dissolved in 1899. The following parishioners were charter members: Thomas Kostel, Vaclav Bouska, John Souhrada, Jos. V. Wagner, Thomas Souhrada, John Hruska, Vit Marek, Joseph Hruska, Vaclav S. Petrik, Joseph Cansky, Mathew Horacek, John Chromy, Vit Wagner, John Kocer, Vit Kocer, Frank Sykora, Joseph Novotny, John Hakl, Anton Rothschadl, Albert F. Wagner, Frank Welfl, Frank Koupal, Frank Hruska, Thomas Sykora, Vaclav Carda, John Kudrna, Frank Soukup, Linhart Honner, Albert Melichar, Anton Kocer, Frank Blachnik, and Mathew Souhrada. The early pioneers met on Sundays in private services. Men such as Vaclav Janda, John Hakl and others served the Lord by reading scripture and leading the services to the gathered faithful.

It was at one of these Sunday services that the faithful members of the literary society decided to purchase land where a church could be constructed. The people used the law concerning homesteads and secured 160 acres under the right of preemption of purchase. At a meeting of the Reading Club of the Tabor parish on April 14, 1872 in the home of John Hakl the purposes, desires, and business was discussed at the meeting. After a very lengthy discussion about the business at hand, it was decided to reconvene the next day; so on April 15, 1872 it was decided to purchase the land from Johanna Kocer for \$200. The land was recorded in the names of John Hakl and Vaclav Janda. Fifty-three lots each 220 feet by 286 2/3 feet in size were plated so that each resident of the town would own a lot.

One lot was set aside for a church, one lot for a cemetery, and one lot for a school. Since a cemetery had already been established with several graves and not wanting to disturb them, a jog in the street was created and that is why East Yankton Street on the south side of the church does not line up with West Yankton Street. Streets were to be 65 feet wide. Forty acres were set aside for future community needs.

Father. Emmanuel Anton Bouska, arrived in Tabor in the fall of 1893 and served the parish until his death on February 18, 1941. Msgr. Bouska served the parish for 48 years and was 75 years old when he died.

Under the supervision of Msgr. Bouska many changes took place. When Bishop O'Gorman gave the confirmation in June of 1893, the children being confirmed could not even crowd into the old chalk rock church. After several meetings with parishioners, Msgr. Bouska started preparations for the construction of a new church. He traveled around visiting all parish members and collected contributions of \$700 and pledges of \$4,000 for the construction of a new church and school.

In 1894 and 1895 there was only half a crop, and the idea of building a church and school completely broke down. The money was returned, and the pledges torn up. In 1898 collections for the church and school began again. Helping Msgr. Bouska to collect for the school were Vit Marek, Anton Rotschadl, and Albert Wagner. Collecting for the church were Joseph V. Wagner, Joseph Novotny, Mathew Horacek, and others.

The new church is 42 feet wide by 132 feet long, constructed of pressed brick with all material, delivered by rail, hauled by volunteer parishioners from Lesterville since there was not a railroad in Tabor at that time. The basement excavation work and many other construction activities was also provided by volunteers from the parish.

All of the altars, stained glass windows, ornate vestments, pews, statuary, etc. were the donations of parishioners and others. The cost of the construction of the church was \$15,304.51 not including the volunteer hours put in by the parishioners and half rate delivery by the Milwaukee railroad and it is estimated that these items saved at least \$6,500 to the church treasury. The cost for the interior furnishings amounted to about \$4,000. Consecration of the new church building was done in 1899 by Bishop O'Gorman.

On July 16, 1914, Father Emanuel A. Bouska celebrated his 25th anniversary of the priesthood. Most Rev. Bishop Thomas O'Gorman, Bishop of the Sioux Falls diocese; Msgr. and General Vicar of the Diocese, Flynn; Msgr. George Shehan and 63 priests were in attendance for the celebration. The Rev. Dean Petlach of Verdigre, Nebraska delivered the sermon. The dinner for the guests was prepared in the school under the care of the long-time housekeeper, Mrs. Mary Bodine.

The procession to the church formed in the society Hall and was led by the Parade Marshall of the Celebration on a horse ridden by Mr. Joseph Novotny, Sr. The procession arrived at the



rectory, where the Most Rev. Bishop O'Gorman, Father Bouska and the other church dignitaries and priests joined in.

In preparation for this celebration donations were solicited for the decoration and frescoing of the interior of the church, also buy the Stations of the Cross. The donations were \$3,000 and the fresco paintings by eastern artists were true works of art. The original designs of the church were covered when leaks in the roof and changes in summer and winter temperatures cracked the plaster. The designs of the interior of the church can still be followed as the covering was placed over the frescoing as the same design.

On May 6, 1915, a second unprecedented celebration took place. Father E. A. Bouska was elevated to the rank of Monsignor and Domestic Prelate. Bishop O'Gorman and 60 priests gathered for this celebration. There was a procession from the Social Hall again led by Marshall Novotny. The church was again filled to overflowing.

Other honors bestowed upon Msgr. Bouska were that in 1902 he was selected and named advisor to the bishop, and in 1908 made permanent rector. He also spent time writing the history of Czech Catholic parishes in South Dakota which was published by J. A. Dvorak in 1920. In 1919 Msgr. Bouska along with the Rev. Oldrich Zlamal of Cleveland, Ohio were sent to Czechoslovakia as delegates to the newly formed country.

The Golden Jubilee of Msgr. Emanuel Anton Bouska, P.R. (Permanent Rector), took place on July 12, 1938. A large delegation was here from Chicago, Omaha, Brainard and other Nebraska towns, and many South Dakota towns. The Most Reverend Louis B. Kucera of Lincoln, Nebraska was also in attendance. Several Monsignors, two abbots, and about 45 priests comprised the church dignitaries. Another procession took place starting at the Thompson Yards (now Tabor Lumber Co-op) with the Tabor municipal band, Knights of St. George of Brainard, Nebraska in full regalia; Knights of St. Wenceslaus of Tabor; Tabor Fire Department, American Legion and Auxiliary of Tabor, Tabor Catholic Sokols; Catholic Workman of Tabor and Dante and many others took part. Marshal of the day was James C. Vlcek who was instructor of the Sokols.

Sometime between 1902 and 1914 the front steps to the church were changed. In honor of the 75th anniversary of the parish in 1946 a tile was attached to the ceiling and walls of the church to protect it from deterioration. A new slate roof was also placed over the existing wooden shingles to protect the room from further leaks. The cement and wooden borders surrounding the graves in the cemetery were removed in the 1940's.

Staff Comments:

None for this project









St. Wenceslaus Catholic Church

*Organization Summary*

# St. Wenceslaus Catholic Church

205 N Lidice Street  
30624 431st Avenue  
Tabor, SD 57063

Fr. Tom Anderson  
rhejna1@hcinet.net  
O: 605-660-1483

*Organization Request Summary*

**Requests:** 1      **Requests Granted:** 0      **Total Granted:** \$ 0.00      **Total Paid:** \$ 0.00

Decided	Process Name	Project Name	Status	Granted	Paid
	Outside of Deadwood Grants	2024 RD2 Outside of Deadwood Grant St. Wencelslaus Church	ApplicationDraft		

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## **DGR ENGINEERING**

### **Agreement for Professional Services**

THIS AGREEMENT is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_24\_\_, by and between City of Custer, hereinafter referred to as “Client” and **DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering**, hereinafter referred to as “Consultant”.

WHEREAS, Client requires professional services for **Burnham Avenue Extension** and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

#### **1. BASIC AGREEMENT:**

- 1.1. SCOPE OF WORK:** The Scope of Work for this Project shall be documented in a manner consistent with the format of Exhibit A to this Agreement and shall be considered an integral part of this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments; and Client shall pay Consultant for such services as set forth in Paragraph 3.3.
- 1.3. TERM:** This Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

#### **2. CONSULTANT’S RESPONSIBILITIES:**

- 2.1. SERVICES PROVIDED:** Exhibit A will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any services unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client’s responsibilities. All services shall be subject to the terms and conditions of this Agreement.
- 2.2. STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.
- 2.3. INDEPENDENT CONTRACTOR:** All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

**2.4. TIMELINESS OF PERFORMANCE:** The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

**3. CLIENT'S RESPONSIBILITY:**

**3.1. DUTY TO PROVIDE INFORMATION:** Client agrees to provide Consultant with any and all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

**3.2. PERMITS AND LICENSES:** Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

**3.3. PAYMENT AND TERMS:** Consultant shall prepare invoices in accordance with its standard invoicing practices and Exhibit A. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Consultant by the Sub-consultant times a factor of 1.1.

Client shall pay all governmental taxes and fees applicable to Consultant's services, which, unless specifically listed in the Fee Arrangement section of Exhibit A, will be in addition to the compensation to which Consultant is entitled under this Agreement. If after the Effective Date of this Agreement any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by Exhibit A, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of this Agreement.

#### 4. GENERAL CONSIDERATIONS:

**4.1. OWNERSHIP OF DOCUMENTS:** All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the “Documents”) are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant’s Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting there from.

**4.2. SUSPENSION AND TERMINATION:** If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days’ notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Either party may terminate this Agreement by giving the other party a written seven (7) days’ notice of its intent to terminate. Client shall pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant shall be made within 30 days of the date of termination.

**4.3. INSURANCE:** Consultant will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this section shall include the coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation: Statutory Limits in state where Project is located

Commercial General Liability: \$1,000,000 each occurrence  
\$2,000,000 general aggregate

Professional Liability: \$2,000,000 per claim  
\$2,000,000 general aggregate

Umbrella Liability:                                   \$5,000,000 each occurrence  
    \$5,000,000 general aggregate

Client shall be included as additional insured as respects Consultant's General Liability policy. Upon Client's request, Consultant shall deliver to Client certificates of insurance evidencing the coverage set forth above.

- 4.4. OPINIONS OF COST:** Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.
- 4.5. STATUS DURING CONSTRUCTION:** If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to inform the Client of observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.

## 5. MISCELLANEOUS PROVISIONS:

- 5.1. MUTUAL WAIVERS:** To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client and to all construction contractors and subcontractors on construction related to any services provided, due to Consultant's negligent acts, errors, or omissions, shall be limited to \$250,000.
- 5.2. CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Agreement date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.3. DISPUTE RESOLUTION:** The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.
- 5.4. SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 5.5. ASSIGNMENT:** Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 5.6. GOVERNING LAW and JURISDICTION:** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State in which the project is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as of the date first above written.

City of Deadwood  
(Client)

**DeWild Grant Reckert and Associates Company**  
**d/b/a DGR Engineering**  
(Consultant)

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

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

Title: Mayor  
(Authorized signature and Title)

Title: Vice President  
(Authorized signature and Title)

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

Date: 6/19/2024

Address: 102 Sherman St.

Address: 1313 E. Saint Patrick St.

City: Deadwood, SD 57732

City: Rapid City, SD 57701

Phone: 605-578-3082

Phone: 605-591-6270

## EXHIBIT A

### Scope of Work

DGR Engineering (Consultant) agrees to provide to: City of Deadwood (Client) the professional services described below for the Project identified below.

**PROJECT NAME: Burnham Avenue Extension**

**PROJECT DESCRIPTION:** Roadway and utility extension from Summit @ Deadwood Stage Run Subdivision to existing Burnham Avenue

**DGR CONTACT PERSON: Dana Foreman, PE**

**CLIENT CONTACT PERSON: Kevin Kuchenbecker – City Historic Preservation Officer**

#### **PROJECT UNDERSTANDING:**

The City is planning to extend Burnham Avenue northwest approximately 2,500 LF from Dakota St. The project will consist of paved urban roadway with curb, gutter and sidewalk on one side. Utilities will consist of sanitary sewer main and water main, water system pressure reducing valve within a prefabricated building.

#### **SCOPE OF WORK:**

##### **Preliminary Phase**

- Coordinate with AET, location of six (6) geotechnical investigation boring locations utilizing Google Earth .kmz file.
- Prepare Right of Way plat of proposed Burnham Avenue as required for the project.
- Set one set of Right of Way property pins.

##### **Design Phase**

- Attend project kick off meeting at City of Deadwood. Project Manager to attend in person.
- Provide roadway and utility layout with 2 revisions based on City comments.
- Provide plans, cover sheet, detail sheets, general notes, and legend.
- Provide 2,500 LF of urban road design according to AASHTO local road design manual. Provide plan and profile sheets.
- Provide 2,500 LF of water main plan and profile sheets with connection at Dakota St.
- Provide design of one water main pressure reducing valve and prefabricated building layout. Will obtain and coordinate prefabricated building layout, controls and specifications from Dakota Pump, Inc.
- Provide 2,500 LF of sanitary sewer main plan and profile with connection at Dakota St.
- Provide storm drainage analysis of 10 and 100-yr rainfall events for proposed roadway.
  - Perform roadway capacity analysis.
  - Perform street inlet sizing and location analysis.
  - Perform storm drain sizing analysis.
  - Provide drainage report documenting analysis and results.
- Provide storm sewer plan and profile sheets.
- Provide overall site grading plans with 1' proposed contours.
- Provide erosion control plan and notes.
- Provide permanent street signing plan sheets.



- Coordinate with private utility companies. Incorporate private utility company provided linework to project plans.
- Prepare technical specifications and bidding documents.
- Provide two (2) opinion of construction costs.
- Attend three (3) design meetings with City.
- Submittal of plans, specifications and opinion of construction costs at 60% and 100%.
- Submit final stamped plans to SDDANR for approval and address any comments.

### **Bidding**

- Compile bidding documents and technical specifications.
- Coordinate bidding advertisement with City.
- Address contractor and supplier questions related to documents during bidding period. Issue addendum as needed.
- Review submitted bids, generate bid tabulation and issue recommendation.

### **Construction Administration**

- Review material submittals and shop drawings.
- Participate in a pre-construction conference and generate meeting notes.
- Respond to Contractor Requests for Information (RFI's).
- Review Geotechnical material testing reports.
- Generate four (4) intermittent pay applications.
- Participate in six (6) construction progress meetings and generate meeting notes.
- Perform twenty (20) trips to the site to review and document Contractor's progress. Trips to be performed by construction engineering technician.
- Assist in communicating with Owner the project concerns, site conditions, Contractor concerns, and related issues.
- Perform one (1) Substantial completion site walk through and prepare punch list of contract work remaining to be completed to achieve final completion.
- Prepare project close-out documenting completion of project punch list.
- Prepare final pay application.
- Prepare as-built drawings based on information provided by the Contractor.

### **FEE ARRANGEMENT:**

DGR proposes to perform the services outlined above as follows:

<b>Project Phase</b>	<b>Fee Type</b>	<b>Fee Amount</b>
Preliminary & Final Design	Lump Sum	\$75,978.00
Bidding	Lump Sum	\$4,500.00
Construction Administration	Lump Sum	\$36,499.61
Total Lump Sum Fee		\$116,977.61

The Engineer's compensation is conditioned on the time to complete construction not exceeding **3 months**. Should the time to complete construction be extended beyond this period, the total compensation to Engineer shall be appropriately adjusted.

Note: Additional services outside the tasks defined in the Scope of Work can be provided at the Client's request and will be performed at the hourly rates in effect for the respective employees at the time the services are performed.

**SCHEDULE:**

- 60% Design Plans, Specifications and Opinion of Construction Costs - April 15, 2024
- 100% Design Plans, Specifications and Opinion of Construction Costs - May, 2024
- Stamped Plans and Specifications to SDDANR for Approval June, 2024
- Bidding Summer 2024
- Construction 2024-2025

**SPECIAL TERMS AND CONDITIONS:**

- Topographic survey to be provided by Others.
- Geotechnical investigation not included.
- Rebidding services not included.
- Material testing and construction staking not included.
- Retaining wall or structural design not included.
- Storm water pollution prevention permit Notice of Intent (NOI) not included.
- Potable water booster station not included.
- Site power and roadway lighting design not included.



## Deadwood Volunteer Fire Department

firechief@cityofdeadwood.com • 737 Main Street, Deadwood, SD 57732 • Phone (605) 578-1212

Date: June 25, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Fire hose purchase

The Fire Department is requesting to purchase the following:

6 yellow fire hose sections of 50 feet each

6 red fire hose sections of 50 feet each

6 green fire hose sections of 50 feet each

Each section is 50 feet in length and costs \$175.00 for each section. With 18 sections of hose this would come to a total of \$3,150 dollars. With shipping estimated of \$250.00 dollars the total request would not exceed \$3325.00 dollars. This will be purchased from M&T Fire is a budgeted item.

Thank you for your time and consideration.

Regards

Alex L. Hamann

Deadwood Volunteer Fire Chief

**NOTICE OF PUBLIC HEARING  
FOR HARLEY DAVIDSON DEMO RIDES  
USE OF WELCOME CENTER, WAIVER OF BANNER FEES**

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 July 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:

**Use of Welcome Center Lot**

Thursday, August 1 at 8:00 a.m. through Saturday, August 10 at 10:00 p.m. Will be set up on Pioneer Way side of lot using 250' of space.

**Request to Waive Banner Fee:**

Request to waive Banner fees Thursday, August 1 through Saturday, August 10, 2024 for Harley Davidson demo ride banners.

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

Dated this 17th day of June, 2024.

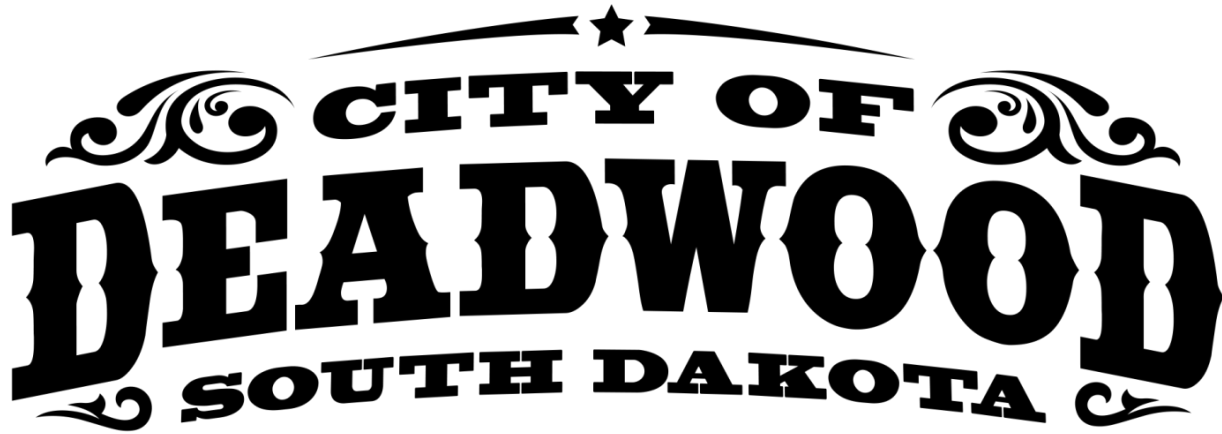
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: June 22 2024

For any public notice that is published one time:

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



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

Harley Davidson Activation Demo Rides Lower Main lot August 1 - August 11

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**Instructions:**

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

Adopted June 1, 2023

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Harley Davidson Activation - Demo Rides

Event Date(s): August 1-11, 2024 Total Anticipated Attendance: ?  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 9 am AM / PM (to): 5 pm AM / PM

Location / Staging Area: Welcome Center - lower main lot

Set up/assembly/construction August 1 Start time: 8 am AM / PM

Please describe the scope of your setup / assembly work (specific details):  
Demo trailer along with motorcycles will be set up in lower main lot on Pioneer Way side west side of lot using 250' of space

Dismantle Date: August 10 Completion time: 10 pm AM / PM

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

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

### OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): Stacy Blasel

Applicant (NAME): Wade Morris/Bobby Ro Business Phone: (605 ) 717-6848

Address: \_\_\_\_\_  
(city) (state) (zip code)

Daytime phone: (605 ) 717-6848 Evening Phone: (605 ) 641-9162 Fax #: ( )

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

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

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Scott Pfiefer Pager/Cell #: 414-207-1147

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

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

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

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

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

This is a reoccurring event that has taken place at the Lower Main Lot, it's part of Harley Davidsons Deadwood Activation which includes Outlaw Square. This will happen starting August 1st with set up in the lower main lot on the Pioneer Way side, utilizing 3 lanes of parking and approximately 250' of space, up to the first light pole in the lot. see attached map of layout.

The Demo rides will be from 9-5 each day August 2-August 9 - departure will be August 10

Signs will be used with the lot to promote Bike Sweepstakes that HD is having. There will be static bikes on display in front of Welcome Center 4 total

Also there will banner placement on the Welcome Center facade to promote the demo rides - example of place in attached photo, if anchor points cannot be safely located on the higher mock up the banners will be place on the lower facade

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| NO                                  | YES                                 |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will Items or services be sold at the event? If <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |



In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If you intend to cook food in the event area, please specify the method to be used:

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

**(NOTE):** You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: HD staff will handle the clean up daily at the event.

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

Other Related Event Components not covered above. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**:  
Overnight night security will be hired - HD staff will handle daily security

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
Lower main lot is ADA compatible

**REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.**

NO YES

Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road Belle Fourche South Dakota  
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605)210-1780

NO YES

Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: \_\_\_\_\_

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?

Number N/A Ambulance(s) – How provided? \_\_\_\_\_

Number N/A Emergency Medical Technicians – How provided? \_\_\_\_\_

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: WM

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: WM

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Residents will be notified through public hearing announcements**

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Will **sound amplification** be used?  
 If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

Will **sound check** be conducted prior to the event?  
 If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

Please describe the sound equipment that will be used for your event: \_\_\_\_\_

Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_  
**Yes Banner Placement on Welcome Center - see attached**

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
**Harley Davidson will be promoting the event through varies means**

NO YES

Will there be any live media coverage during your event? If **YES**, please explain:

Refer all event public inquiries and / or media inquiries for this event to:

NAME: Stacy Blasel PHONE: 414-331-8148

Adopted June 1, 2023

**INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

**REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: \_\_\_\_\_

Agent’s Name: \_\_\_\_\_

Business Phone: (\_\_\_\_)\_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

(city) (state) (zip code)

For final permit approval, you will need commercial general liability insurance that names “the City of Deadwood, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084.

The City must be named as an “additional insured.” Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

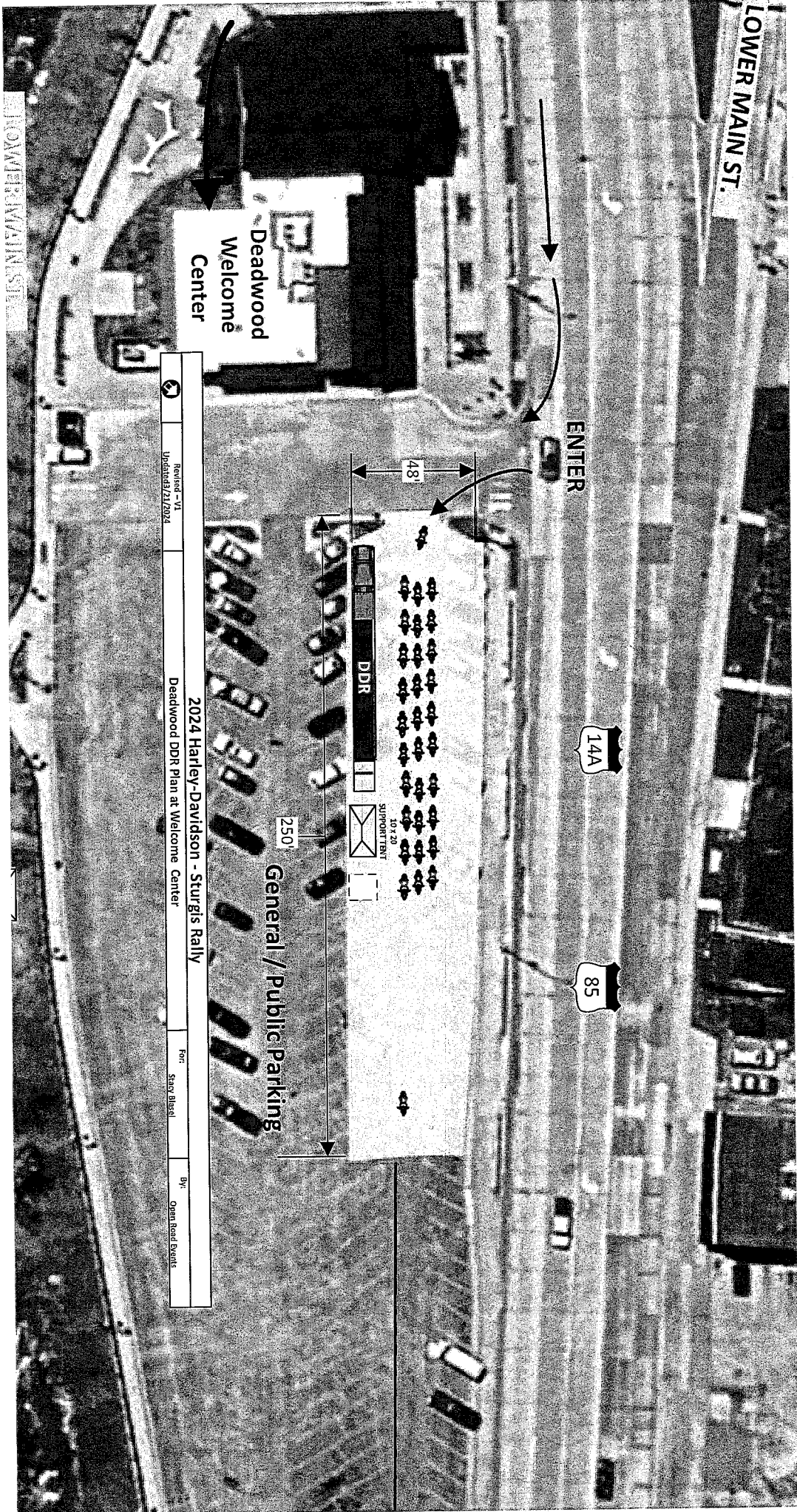
**AFFIDAVIT OF APPLICANT**

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris Title: Director

\_\_\_\_\_  
Date: \_\_\_\_\_  
(Signature of Applicant/Sponsoring Organization)



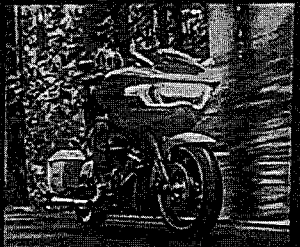




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**WIN**

A 2024 HARLEY-DAVIDSON ROAD GLIDE  
PLUS A TRIP TO H-D HOMECOMING™ FESTIVAL



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REGISTER FOR  
YOUR CHANCE  
TO WIN  
SCAN TO ENTER  
OR VISIT [HD.PROMO.COM/2024](http://HD.PROMO.COM/2024)



CITY FIVE CENT SLOT MACHINE LEASE  
AND  
OPERATING AGREEMENT

This Agreement is made and entered into on this 17th day of June, 2024 by and between FIRST GOLD INC. of Deadwood, South Dakota, hereinafter referred to as OWNER, and the CITY OF DEADWOOD, a municipal corporation of the State of South Dakota, hereinafter referred to as DEADWOOD.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines and entering into agreement for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for ten (10) up to and including five-cent (5¢) slot machines in the total amount of One Hundred Thirty-Five Thousand and No/100ths Dollars (\$135,000.00) per year.

NOW THEREFORE, it is agreed by and between OWNER and DEADWOOD as follows:

- 1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood five (5) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said ten (10) up to and including five-cent (5¢) slot machines, for a period of three (3) years with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.
- 2) For and in consideration of the sum of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) per year for ten (10) machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2024, and ending on the 30th day of June, 2027, for the use and benefit of DEADWOOD. This sum in the amount of One Hundred Thirty-Five Thousand AND No/100ths Dollars (\$135,000.00) per year shall be payable as follows:
  - a) The sum of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00) shall be due and payable on or before the 30th day of July, in the years of 2024, 2025 and 2026.
  - b) Monthly payments for the balance owing each year after the "down payment" is made in the amount of Nine Thousand Two Hundred Four Dollars and Fifty-Five Cents (\$9,204.55) per month all of which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease with the first payment due and payable in such amount on or before the 31st day of July, 2024, and like payment on the 31st day of each month thereafter.



- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the CITY will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to make all of the payments required under this agreement as penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.
- 8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or proceeding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.

9) OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of FIRST GOLD INC. in connection with this agreement or services performed or materials provided pursuant to this contract.

10) In further consideration of the sums to be paid by OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2027. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2027.

Dated this 17th day of June, 2024.

OWNER:

\_\_\_\_\_

CITY OF DEADWOOD

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

ATTEST:

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

**ORDINANCE NUMBER 1401  
SUPPLEMENTAL BUDGET APPROPRIATION #4 FOR 2024**

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

**FUND 0101 GENERAL FUND**

Public Buildings Repairs (Vehicle) \$ 4,180.20  
Source of Revenue: Insurance Proceeds

**FUND 0209 BED AND BOOZE FUND**

Rec Center Equipment \$ 15,000.00  
Source of Revenue: Donations

Rec Center Professional Services \$18,000.00  
Source of Budget: Equipment

**FUND 0215 HISTORIC PRESERVATION FUND**

Capital Assets – Boardwalk and HP Projects \$ 1,200,000.00  
Source of Budget: Debt Services budget line item

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

CITY OF DEADWOOD

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

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

First Reading: July 1, 2024  
Second Reading: July 15, 2024  
Published: July 18, 2024  
Adopted: July 18, 2024

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



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

**MEMORANDUM**

---

**Date:** June 27, 2024  
**To:** Deadwood City Commission  
**From:** Justin Lux, Parking & Transportation Director  
**Re:** Recommendation Approve Fee Resolution for Parking Permits

---

At the June 3, 2024 Deadwood City Commission Meeting, the Commission voted to terminate a parking lease agreement with the Iron Horse Inn. This came as a recommendation from the Parking and Transportation Committee. As an alternative the Committee offered the use of validation permits for side-street parking. I have since learned we did not have that option in the City’s fee resolution. My recommendation is the creation of a \$5.00 overnight validation parking permit.

Also, as part of the City’s recent Parking Management Plan, there was a recommendation from the consultants to reduce the Employee Parking Permit fee to \$25.00 per month. I recommend adopting this resolution to provide a more affordable alternative for the City’s workforce.

Thank you for your consideration to this matter.

**CITY OF DEADWOOD  
RESOLUTION 2024-15  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE  
BY THE CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain license fees, charges for services, and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective July 25, 2024.

**PARKING:**

Parking Permit Rates:

Overnight Validation Permit Side Streets.....	\$5.00 for 24 hours
Employee Parking Permit .....	\$25.00/month

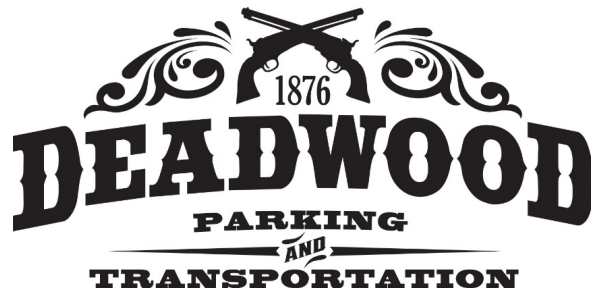
Dated this 1st day of July, 2024.

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

ATTEST:

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

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



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

## MEMORANDUM

---

**Date:** June 27, 2024  
**To:** Deadwood City Commission  
**From:** Justin Lux, Parking & Transportation Director  
**Re:** Canyon Cab Taxi License

---

The City of Deadwood taxi license holders were given until the end of May 2024 to remit payments for the year's license fees. All companies except Canyon Cab have paid their fees. Canyon Cab has \$400.00 outstanding. Ownership has neither been responsive to communications from the finance office nor the police department.

At the June 27, 2024 Parking and Transportation Committee Meeting, the committee recommended the Chief of Police suspend Canyon Cab's taxi licenses immediately. The committee also recommended the City Commission hold a hearing for possible revocation of the licenses.

On June 28, 2024, Finance Officer Mckeown, Chief Shafer, and I spoke with Derek Lehto, owner of Canyon Cab over the phone. He was advised of this agenda item.

Thank you for your consideration to this matter.

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



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

## MEMORANDUM

---

**DATE:** July 3, 2024  
**TO:** Deadwood City Commission  
**FROM:** Kevin Kuchenbecker, Historic Preservation Officer &  
 Planning and Zoning Administrator  
**RE:** Report of Appraisal – Lots MK8 and MK9

---

The three real property owners (Michael Percevich, Mary Ann Oberlander, and Leo Diede) appointed by City Commission convened on Wednesday, June 26, 2024, to review and appraise a potential surplus of City property.

Per South Dakota Codified Law 6-13-5.1, property conveyed to a political subdivision by a railroad may be sold to the owner of property abutting the subject property for no less than its appraised value. Two (2) parcels, Lots MK8 and MK9, along the Mickelson Trail have been determined by the City of Deadwood to be potential surplus property and would be offered for sale to the owners of abutting real property, Patrick and Rhonda Mollman.

In preparation for the potential sale and transfer to the adjoining property owner(s), an appraisal has been conducted by the three (3) real property owners of the political subdivision, in accordance with South Dakota Codified Law 6-13-2. The approximate area of the lots are as follows:

Lot MK8: 1,345.90 +/- square feet  
Lot MK9: 4,201.70 +/- square feet  
 Total area: 5,547.60 +/- square feet

Due to the nature of the lots measuring twelve (12) feet wide each and being non-buildable, along with review of comparable recent sales, the appraisal team recommends placing a value of 0.75 cents per square foot, for a total value of \$4,160.70 with the adjoining property owner responsible for all recording fees.

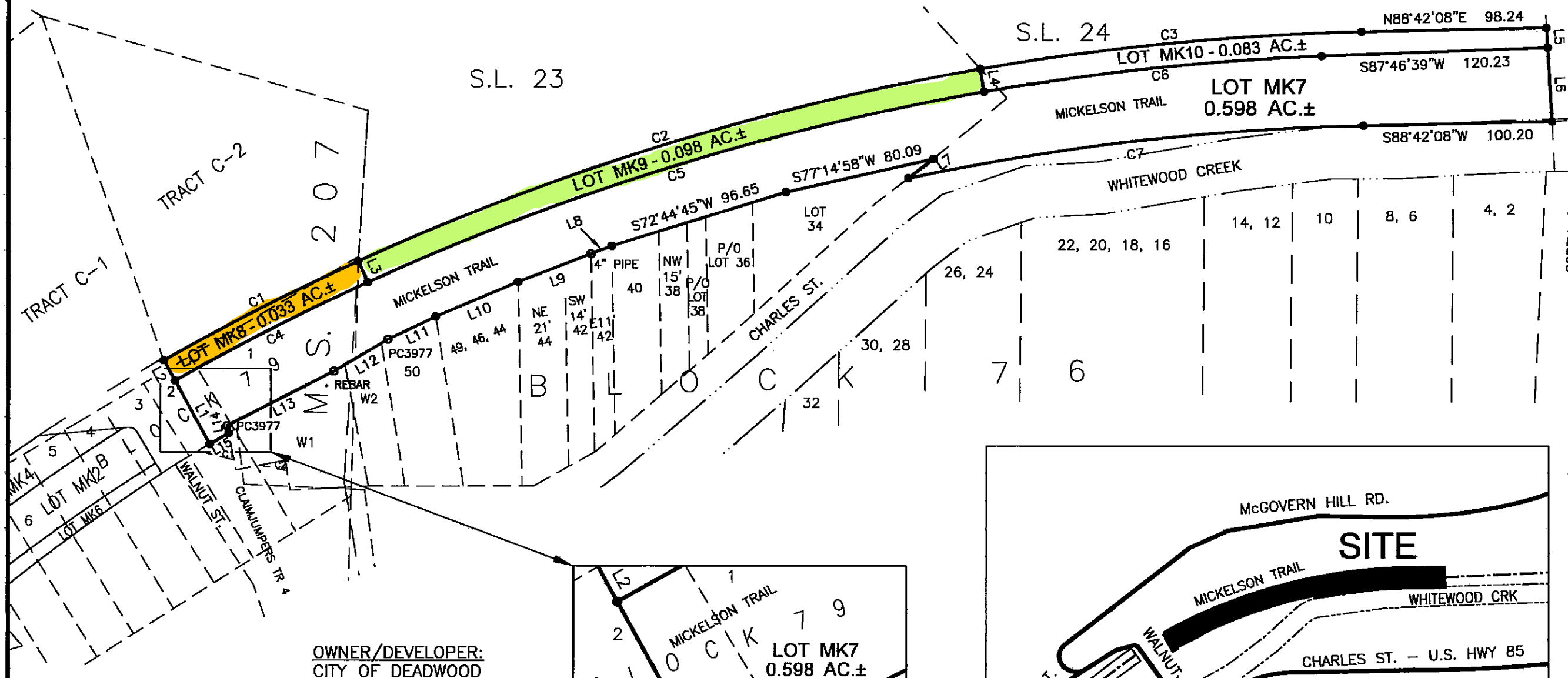
If the property is declared surplus and acquired by the adjoining property owner both parcels will be added back on to the tax rolls.

### **RECOMMENDED ACTION:**

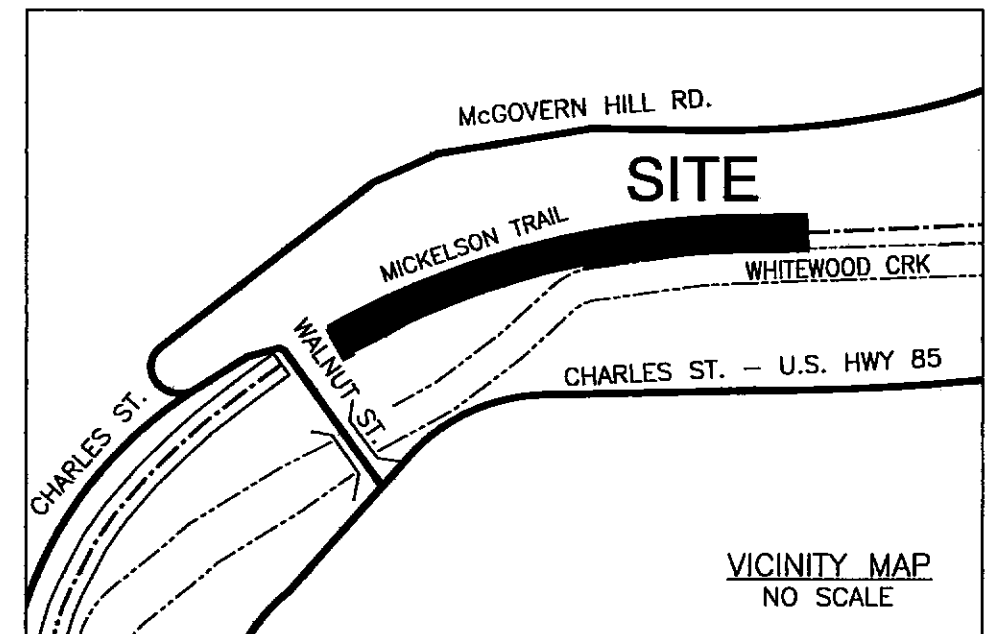
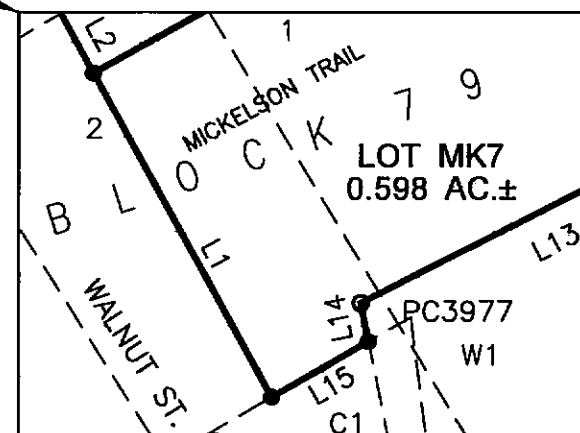
Accept appraisal report of MK8 and MK9, declare the property surplus and offer to adjacent property owner for consideration.



PLAT OF LOTS MK7 THRU MK10 OF THE MICKELSON TRAIL; BEING PORTIONS OF SCHOOL LOTS 23 AND 24, M.S 207 AND LOTS 1 AND 2, BLOCK 79, O.T. DEADWOOD; ALL LOCATED IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

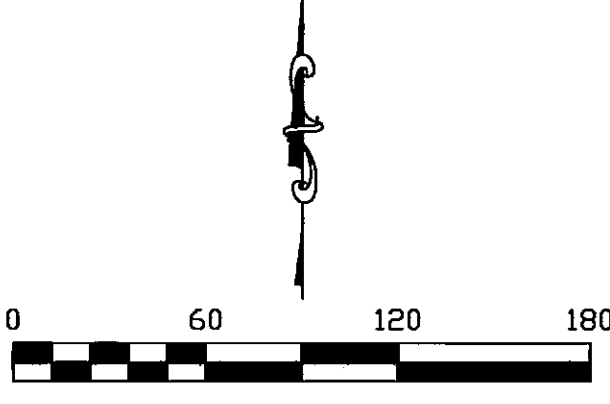
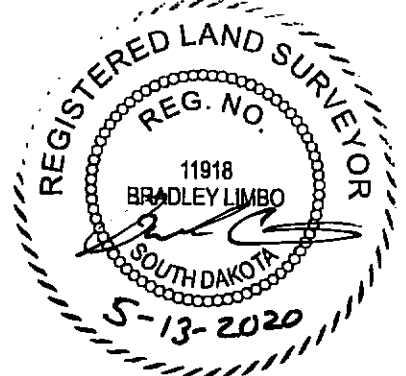


OWNER/DEVELOPER:  
CITY OF DEADWOOD  
102 SHERMAN ST.  
DEADWOOD, SD 57732



LEGEND:  
● SET REBAR AND CAP STAMPED "LS11918" UNLESS NOTED  
○ FOUND MONUMENT AS NOTED

NOTES:  
1. LOT AREA = 0.812 ACRES±;  
R-O-W AREA = 0.00 ACRES±;  
AVERAGE DENSITY PER LOT = 0.203 ACRES±  
TOTAL PLATTED AREA: 0.812 ACRES±  
EASEMENTS INCLUDED IN ALL AREAS.  
2. A BLANKET UTILITY EASEMENT AND BLANKET NON-VEHICULAR PUBLIC ACCESS EASEMENT IS HEREBY GRANTED THROUGH ALL NEW LOTS SHOWN HEREON.  
3. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.  
4. SUBJECT PROPERTY CONVEYED TO CITY OF DEADWOOD BY BURLINGTON NORTHERN RAILROAD CO. VIA QUIT CLAIM DEED DOC# 85-4400 AND CORRECTION QUIT CLAIM DEED DOC# 88-6617.



LINE	BEARING	DISTANCE
L1	N28°43'41\"W	38.55'
L2	N28°43'41\"W	12.35'
L3	N24°37'02\"W	12.34'
L4	N09°56'47\"W	12.33'
L5	S03°32'19\"E	10.57'
L6	S03°32'19\"E	39.47'
L7	N52°13'34\"E	16.75'
L8	S68°54'31\"W	11.70'
L9	S68°54'31\"W	41.50'
L10	S66°50'49\"W	47.50'
L11	S64°27'17\"W	28.02'
L12	S59°23'45\"W	33.32'
L13	S62°50'55\"W	63.73'
L14	S11°26'17\"E	4.09'
L15	S60°00'35\"W	11.63'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	1348.40'	116.03'	N62°52'55\"E
C2	1348.40'	346.12'	N72°42'03\"E
C3	1348.40'	203.51'	N84°22'42\"E
C4	1335.90'	115.14'	S62°52'30\"W
C5	1335.90'	342.96'	S72°41'56\"W
C6	1335.90'	180.09'	S83°54'56\"W
C7	1298.40'	243.40'	N83°19'54\"E

CERTIFICATE OF SURVEYOR  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, BRADLEY LIMBO, REGISTERED LAND SURVEYOR NO. 11918 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER(S) LISTED HEREON I HAVE SURVEYED THAT TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY. EASEMENTS OR RESTRICTIONS OF MISCELLANEOUS RECORD OR PRIVATE AGREEMENTS THAT ARE NOT KNOWN TO ME ARE NOT SHOWN HEREON. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.

*Bradley Limbo*  
BRADLEY LIMBO, REGISTERED LAND SURVEYOR  
DATE: 05/13/2020

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 6 DAY OF May, 2020.  
*[Signatures]*  
CITY PLANNER CHAIRMAN

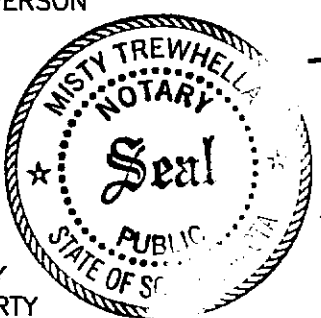
OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
City of Deadwood DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: David R. Roth Jr. Mayor  
ADDRESS: 108 Sherman St  
Deadwood SD 57732

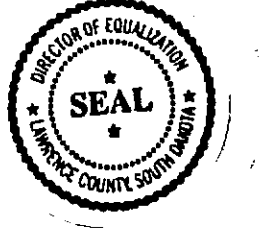


APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 6 DAY OF MAY, 2020.  
*[Signatures]*  
ATTEST: FINANCE OFFICER MAYOR

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
ON THIS 6 DAY OF May, 2020, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED David R. Roth Jr. KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.  
MY COMMISSION EXPIRES: Sept. 28 - 2024  
NOTARY PUBLIC: Misty Trewhella



OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS 21 DAY OF May, 2020.  
*[Signature]*  
LAWRENCE COUNTY DIRECTOR OF EQUALIZATION



CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, Debora Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2019 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 21 DAY OF May, 2020.  
LAWRENCE COUNTY TREASURER: *[Signature]*



OFFICE OF THE REGISTER OF DEEDS  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
FILED FOR RECORD THIS 21 DAY OF May, 2020 AT 4:30 O'CLOCK, P.M., AND RECORDED IN DOC. # 2020-2472.  
*[Signature]*  
LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$100.00



APPROVAL OF HIGHWAY AUTHORITY  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.  
HIGHWAY AUTHORITY: *[Signature]*

PREPARED BY:  
**ALL ASPECTS INC.**  
LAND SURVEYING  
Project: AN-20-035  
Date: APRIL 28, 2020  
Rec:  
Surveyed by: BJL  
Prepared by: FD  
All Aspects Inc.  
444 Saint Joe St.  
Spearfish SD 57763  
605-450-2844  
limbo@allaspects.com

Doc. # 2020-2472 1 page

This will replace all the BluePeak hardware that is currently servicing the Rec center, ie. Access points, switches etc. Currently none of that equipment is connected to the City network.

It puts the wireless under control of the city that is easily managed and monitored.

Any PC's at the REC center will be brought onto the City network and City Active Directory Domain, and be able to be managed and monitored/updated and controlled through the City.

It allows for the connection of the current wireless link between the Rec Center and City Hall and the new SDN fiber link between both giving you redundancy/failover capabilities.

Currently only the HVAC and security cameras go across the wireless link which is a CAPX cost and already paid for.

SDN is providing a wall mount rack so all network equipment will be rack mounted along with a new UPS "battery backup" and switch. The Rec center is on a generator but that takes up to 30 seconds to a minute to be up to powering the Rec Center in an outage. The UPS gives us the carry over when the power goes out and the generator is not up and running.

The new switch is a POE "power over ethernet" device that will power the Access points, IP or VOIP telephones "future proofing", wireless Point to Point link back to City Hall, IP security cameras and any other Power over Ethernet devices ie. Door locks and card readers etc.

The new switch also allows us to do routing which gives the City connectivity directly between the other city sites like Streets, Parks, Trolley, Days of 76, City Hall, Fire and Library without having to go through a central location. This will be key if going to a new phone system city wide where extension to extension calling goes across the new SDN infrastructure which will be possible.

Hope this helps.

Tim

Golden West



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Section 10 Item e.

**Quote**

No.: **71718**

Date: **6/25/2024**

Prepared for:

Jessicca McKeown (605) 578-2600  
Deadwood City Of-Finance  
102 Sherman Street  
Deadwood, SD 57732 USA

Account No.: 92  
Phone: (605) 578-2600  
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
<b>For City Hall</b>				
3	Ruckus R560 tri band 802.11ax Wireless AP, 6GHz, 5GHz and 2.4GHz, MU-MIMO, BeamFlex+	EA	\$839.47	\$2,518.41
2	Ubiquiti Instant 802.3AF Indoor Gigabit PoE Converter	EA	\$28.57	\$57.14
1	Project Installation & Configuration	EA	\$1,028.00	\$1,028.00

**Your Price:**                      **\$3,603.55**

**Total:**                      **\$3,603.55**

Prices are valid for 30 days from quote date.

**Prepared by:** Chris Bernard, chrisbernard@goldenwest.com

**Date:** 6/25/2024

**Accepted by:** \_\_\_\_\_

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

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice. Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

**Quote**

No.: **71723**

Date: **6/26/2024**

Prepared for:

Jessicca McKeown (605) 578-2600  
Deadwood City Of-Rec Center  
105 Sherman Street  
Deadwood, SD 57732 USA

Account No.: 8542  
Phone: (605) 578-3729  
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
<b>For Rec Center</b>				
1	Ruckus ICX 8200 Switch, 24x10/100/1000 Mbps PoE+ ports, 4x25 GbE SFP28 stacking/uplink-ports, 370 W PoE budget, 3yr. Support	EA	\$1,993.99	\$1,993.99
1	Ruckus Layer 3 Premium License upgrade for ICX8200	EA	\$526.31	\$526.31
6	Ruckus R560 tri band 802.11ax Wireless AP, 6GHz, 5GHz and 2.4GHz, MU-MIMO, BeamFlex+	EA	\$922.42	\$5,534.52
1	APC Smart-UPS Li-Ion, Short Depth 500VA, 1U, 120V with Network Management Card	EA	\$1,161.76	\$1,161.76
1	Project Installation & Configuration	EA	\$8,365.00	\$8,365.00

**Your Price:**                      **\$17,581.58**

**Total:**                      **\$17,581.58**

Prices are valid for 30 days from quote date.

**Prepared by:** Chris Bernard, chrisbernard@goldenwest.com

**Date:** 6/26/2024

**Accepted by:** \_\_\_\_\_

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

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice. Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.