



# City Commission Regular Meeting Agenda

Monday, August 19, 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. **Approve Minutes**

[a.](#) Approval of August 5, 2024 City Commission minutes

3. **Roll Call**

4. **Approve Bills**

[a.](#) Approval of Bill List for August 19, 2024 and additional bill.

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring September as Responsible Gaming Education month in the City of Deadwood

6. **Consent Agenda**

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

a. Permission to accept resignations from seasonal lifeguards: Jocelyn Dirksen effective August 10, 2024; Erica Hansen effective August 16, 2024; Allison Mollman and Ethan Van Tassel both effective August 14, 2024.

b. Permission to accept resignation from seasonal Parks Landen Mattson effective August 16, 2024.

c. Permission to accept resignation from Library Education/Program Coordinator Crystal Pawlus effective July 31, 2024.

d. Permission to advertise in-house for 5 days and then outside sources for part-time (25 hours per week) Library Program/Education Coordinator at \$17.00 per hour.

e. Permission to hire Austin Newson as part time (19 hours per week) lifeguard at \$16.00 per hour effective August 21, 2024 pending pre-employment screening.

[f.](#) Acknowledge new job description for Fire Chief which was recently adopted by the Deadwood Volunteer Fire Department.

- g. Permission to make 2024 budget allocation to Northern Hills Alliance for Children in the amount of \$3,500.00 from Bed and Booze fund.
- h. Permission to allocate \$5,000.00 from the social programming portion of cannabis licensing to the Lead-Deadwood Ministerial Society.
- i. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Charles and Maxine Rappana.
- j. Permission to purchase 5600 gallons of non-ethanol fuel from Southside Service at a cost of \$3.35 per gallon.
- k. Resolution 2024-18 Surplus Fire Equipment.
- l. Deadwood History Inc. and Saloon #10 requests approval to serve alcohol at Days of '76 Museum on Saturday, November 30, 2024 from 6:00 p.m. to 10:00 p.m. for Deadwood Cowboy Christmas.
- m. Permission to allow Fire Department to purchase six Motorola radio/pagers from Western Communications in an amount not to exceed \$2,700.00. (To be paid by Fire Dept. supply line item.)
- n. Permission to hire Schmidt construction to replace the concrete from the SDN boring at 56 Dunlop (Kopper Keys apartments) sewer repair at a price not to exceed \$2,983.00. (To be paid by Sewer professional services line item.)
- o. Permission to pay Tree Wise Men for emergency tree removal at Gordan Park in the amount of \$3,600.00. (To be paid from Parks professional services line item.)
- p. Permission for the Mayor to sign contract with Temple Construction for the Foundation Repair at 85 Charles Street. (Approved by City Commission on 08/05/2024)
- q. Permission to create a Board of Appeals for Property Maintenance matters (orders, decisions or determinations) represented by two members of the Historic Preservation Commission, two members of the Planning & Zoning Commission and the City Commissioner of Parking & Transportation all which shall be appointed by the Mayor. (Members shall serve staggered and overlapping terms.)
- r. Permission to allow Fire Department to apply for \$7,500.00 grant from Independent Insurance Agents for the purchase of fire equipment.
- s. Permission to allow Volunteer Melanie Bond to travel to Rapid City on August 28, 2024 to attend Salamander refresher course.

7. **Bid Items**

- a. Permission to set bid opening on September 12 at 2:00 p.m. for the repair of City retaining wall located at 48 and 52 Taylor Avenue with the bid results to City Commission on September 16, 2024.

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Angels Uncorked at 732 Main Street.

- b. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine for Nugget Saloon, LLC at 604-610 Main Street.
- c. Hold public hearing for Puppy Poker Run: Main Street Parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 9:00 p.m. on Sunday, September 1, 2024.
- d. Hold public hearing for WO Motorsports Arenacross Race Series: open container from 4:00 p.m. to 10:00 p.m. on Saturday, September 7 at the Event Complex; and waiver of user fees in lieu of surcharge on Wednesday, September 4 through Sunday, September 8, 2024 at the Event Complex.
- e. Hold public hearing for addendum to Oktoberfest: street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 5 from 9:00 a.m. to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and and the Parking Ramp; and waiver of vending fees on Saturday, October 5, 2024.
- f. Hold public hearing for addendum to Deadweird: street closure on Main Street from Wall to Deadwood Street from noon on Saturday, October 26 to 6:00 a.m. Sunday, October 27, 2024, previously approved on Saturday, October 26 from 4:00 p.m. to 6:00 a.m. on Sunday, October 27; Main Street closure from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 26 from noon to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp; and waiver of vending fees on Saturday, October 26, 2024.

9. **Old Business**

10. **New Business**

- a. Review Findings of Fact and Conclusion for Conditional Use Permit - Specialty Resort at 21 Lincoln Avenue – Aaron Sternhagen legally described as Lots 1, 2, 3 and adjoining vacated alley and the southeasterly 10 feet of Lots 12, 13 and 14, in Block 42, according to the P.L. Rogers Map of the City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by P&Z Commission on May 1, 2024 and Board of Adjustment on May 20, 2024).
- b. Review Findings of Fact and Conclusion for Conditional Use Permit - Bed and Breakfast at 25 Lincoln Avenue (Aaron Sternhagen) legally described as Lots 12, 13 and 14, Block 42 in the City of Deadwood, Lawrence County, South Dakota, except the southeasterly 10 feet of Lots 12, 13 and 14 and one-half of the vacated alley, Block 42, previously conveyed to Dennis L. McKay and Linda M. McKay. Also that portion of Lots E, F, and G, Block 35 of Probate Lot 226 and sometimes referred to as Child's addition to the City of Deadwood, quit claimed by Francis Caneva to Lawrence C. McKay, all according to the P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by Board of Adjustment on May 20, 2024).
- c. Permission for the Mayor to sign Permanent Utility and Access Easement with Kraft Living Trust for the benefit of 1 Katon Drive legally described as Plat of Lot 3R-1 revised of Katon Subdivision formerly Lot 3R-1 of Katon Subdivision, Lot AB1 of Placer 58, Lot AB1 of Placer Claim 57 and Lot 1 of the subdivision of Tract E-1 being

a portion of Placer M.S. 57, Placer M.S. 58 and Hillside Placer M.S. 749 located in the SE 1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. (Reviewed by Planning & Zoning Commission on July 3, 2024).

- d. Permission for Mayor to sign purchase order with Sanitation Products in an amount not to exceed \$342,440.00 (Sourcewell pricing) for the purchase of a 2025 Freightliner/Vactor M2106/Impact truck. (To be paid by 2025 Sewer equipment line item.)
- e. Permission to allow Fire Department to purchase six tires From Triple K Tire for the Tender 9 truck in an amount not to exceed \$3,772.50 including installation. (To be paid from Fire Dept. supply line item.)
- f. Permission for Fire Dept. to purchase six MSA SCBA cylinders from Macqueen Equipment in an amount not to exceed \$9,146.00. (To be paid by Fire Dept. equipment line item.)

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

- a. Next City Commission meeting will be held Tuesday, September 3, 2024 due to the observance of Labor Day.

**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, AUGUST 5, 2024**

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

**APPROVAL OF MINUTES**

Martinisko moved, Johnson seconded to approve the minutes of July 15, 2024. Roll Call: Aye-All. Motion carried.

**JULY 2024 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$23,783.44; PUBLIC BUILDINGS, \$7,724.24; POLICE, \$79,818.03; FIRE, \$5,865.20; BUILDING INSPECTION, \$5,138.80; STREETS, \$35,505.98; PARKS, \$41,399.03; PLANNING & ZONING, \$3,860.70; LIBRARY, \$8,975.13; RECREATION CENTER, \$24,442.70; HISTORIC PRESERVATION, \$24,899.11; WATER, \$18,960.45; PARKING METER, \$16,695.47; TROLLEY, \$24,261.86; PARKING RAMP, \$3,388.56 **PAYROLL TOTAL: \$335,882.98.**

**JULY 2024 PAYROLL PAYMENTS:**

Internal Revenue Service, \$77,994.78; S.D. Retirement System, \$36,046.68; Delta Dental, \$3,753.50.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Joseph seconded to approve the August 5, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	679.56
A & B WELDING	SUPPLIES	81.07
ACE HARDWARE	SUPPLIES	68.30
ADOBE	RENEWAL	1,811.40
ALLEN, JESSE	MEETINGS	70.00
AMAZON CAPITAL	SUPPLIES	1,689.68
AMERICAN ENGINEERING TESTING	SERVICE	1,303.80
AMERICAN RED CROSS TRAINING	SUPPLIES	46.00
ASERMELY, MISTY	PROJECT	11,200.00
AXON ENTERPRISE	SUPPLIES	20.60
BERBERICH DESIGN	SERVICE	1,703.64
BH CHEMICAL	SUPPLIES	3,841.79
BLUEPEAK	SERVICE	4,447.37
BOMGAARS	SUPPLIES	799.99
BORDER STATES INDUSTRIES	SUPPLIES	250.28
BRANCH CONSTRUCTION	PROJECT	19,665.00
BROWN, MOLLY	MEETINGS	315.00
BROWN, PATRICIA	REIMBURSEMENT	90.84
BRUNSON, RONDA	REIMBURSEMENT	102.48
BUTLER MACHINERY	SERVICE	517.00
CARMODY, ROBIN	MEETINGS	280.00
CITY OF BROOKINGS	GRANT	10,000.00
CNA SURETY	NOTARY	50.00
COCA COLA	SUPPLIES	470.00
COMPLETE CONCRETE	PAY APP#3	139,826.61
COUNTS, HALLIE	REFUND	28.20
COUSIGN	SUPPLIES	529.10
CULLIGAN	SUPPLIES	65.40
DAR, VICKI	MEETINGS	385.00
DARK CANYON COFFEE	SUPPLIES	59.75
DEADWOOD ALIVE	JULY	20,000.00
DEADWOOD CHAMBER	BILL LIST	90,044.00
DWD CHAMBER - OUTLAW	SPONSORSHIP	5,000.00
DEADWOOD GAMING	BID # 8	10,000.00
DIEDE, LEO	MEETINGS	385.00
DOLLAR CAR RENTAL	REFUND	100.00
EB COMMUNICATIONS	SERVICE	120.00
ECOLAB	SERVICE	106.67
ENTERPRISE RENT-A-CAR	REFUND	100.00
FIRST INTERSTATE BANK	TIF #8	6,282.13
FOUNDANT TECHNOLOGIES	SERVICE	5,400.00
GOLDEN WEST	SERVICE	1,309.00
HAIGHT, ERICA	REFUND	10.00
HAWKINS	SUPPLIES	1,541.74
HIGHPOINT SIGHTWORKS	PROJECT	19,160.00
HILLS SEPTIC SERVICE	SERVICE	530.00
HOMETOWN MANUFACTURING	SUPPLIES	808.18
IPS GROUP	SERVICE	1,928.54
JACOBS WELDING	SERVICE	622.82
JS CONSTRUCTION	PROJECT	5,416.20
KERR, ROBERT	REFUND	20.00
KLJ ENGINEERING	PROJECT	2,820.90
KNECHT	SUPPLIES	62.84
KNIPPER, ANITA	REIMBURSEMENT	95.00
LAWRENCE CO. REGISTER	SERVICE	30.00

**REGULAR MEETING, AUGUST 5, 2024**

LEGENDARY ELECTRIC	SERVICE	412.14
LEWIS, LYNN	REFUND	53.10
LOOKOUT PLAN + CODE CONSUL	SERVICE	302.60
LYNN'S	SUPPLIES	10.13
MARCO	CONTRACT	168.90
MICROSOFT	SERVICE	851.86
MID-AMERICAN RESEARCH CHEM	SUPPLIES	574.60
MIDWEST TAPE	SUPPLIES	172.76
MDU	SERVICE	3,032.19
MONUMENT HEALTH	SERVICE	282.00
MS MAIL	SERVICE	1,614.77
NORTHWEST PIPE FITTINGS	SUPPLIES	543.30
OMG NATIONAL	SUPPLIES	420.22
POSEY, BEVERLY	REIMBURSEMENT	409.38
QUADIENT FINANCE USA	POSTAGE	500.00
QUIK SIGNS	SERVICE	481.98
RASMUSSEN MECHANICAL	SERVICE	513.75
RCS CONSTRUCTION	PAY APP #10	570,235.60
RECHKEMMER, JOHN	REFUND	60.00
ROGERS CONSTRUCTION	PROJECT	132,877.02
SANTOCHI, TREVOR	MEETINGS	385.00
SCHMIDT, CHRIS	PROJECT	4,450.00
SCHMIDT, WILLIAM	PROJECT	3,545.00
SD DEPT OF REVENUE	TAX	8,585.65
SD PUBLIC HEALTH LAB	TESTING	30.00
SD WATER & WASTEWATER	CONFERENCE	300.00
SODAK TITLE	SERVICE	120.00
SOUTH DAKOTA 811	SERVICE	128.80
SOUTH DAKOTA REAL ESTATE	SERVICE	75.00
SPEARFISH BUILDING	SUPPLIES	367.35
STAR CAR RENTAL	REFUND	80.00
STEPP, BRAD	PROJECT	1,700.00
STRAIGHT LINE STRIPING	SERVICE	13,856.78
STURGIS RESPONDER SUPPLY	UNIFORMS	310.85
SUMMIT SIGNS	SERVICE	294.00
THE LORD'S CUPBOARD	ALLOCATION	2,500.00
TREE WISE MEN	PROJECT	18,500.00
TWIN CITY HARDWARE	SUPPLIES	1,855.36
TWIN CITY HARDWARE	GRANT	3,346.58
TWIN CITY HARDWARE	GRANT	37.99
ULINE	SUPPLIES	48.00
UTILITY SERVICE	SERVICE	53,723.00
VERIZON WIRELESS	SERVICE	713.72
VIEHAUSER ENTERPRISES	SERVICE	474.96
VIGILANT BUSINESS SOLUTION	SERVICE	576.50
WILD WEST HISTORY	MEMBERSHIP	85.00
WILLIAMS, ANTHONY	MEETINGS	385.00
WO MOTORSPORTS	BID #8	25,000.00
WOLFF'S PLUMBING	PROJECT	2,150.00

Total \$1,229,431.72

**ITEMS FROM CITIZENS ON AGENDA****Update**

Emma Garvin, Deadwood Lead Economic Development, gave an update with Deadwood Lead Economic Development. She stated sales tax is up 5%, average of 11 homes on the market monthly ranging in price from \$300,000.00 to \$500,000.00, new businesses have opened in Deadwood and there is currently office space lease in Deadwood but lack retail space. There are 12 current loan clients with a current investment of 1.5 million, a total investment of \$11,850.250.00 since 2003 in Deadwood. Commission thanked her for her time.

**CONSENT**

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

- A. Permission to hire Jackson Bong as part-time (certified) police officer at a rate of \$25.80 per hour effective August 11, 2024.
- B. Permission to hire Nicholas Browning as part-time Trolley Driver at \$16.65 per hour effective August 9, 2024 pending pre-employment screening.
- C. Permission to accept resignation from Library Assistant I Jenna Fowls effective July 20, 2024.
- D. Permission to accept resignation from lifeguard Rachel Janssen effective August 10, 2024.
- E. Permission to terminate Parks Technician Kashton Dillman effective July 25, 2024.
- F. Permission to approve updated job description for police detective. (Lateral transfer with no promotion/pay change.)
- G. Permission to allow Mayor to sign management representation letter for City of Deadwood 2021 Audit.
- H. Permission to make 2024 budget allocation to Days of '76 in the amount of \$10,000.00 from Bed and Booze Fund.

**REGULAR MEETING, AUGUST 5, 2024**

- I. Acknowledge Agreement between the City of Deadwood and Boot Hill Estates, LLC relating to performance bond on grading permit.
- J. Acknowledge Historic Preservation Commission acceptance of a Daughter's of the American Revolution (DAR) Foundation grant in the amount of \$4,115.50 for the Digitization of Black Hills Trust & Savings Bank Records.
- K. Permission to pay Foundant for 2024 software subscription to track grants at a cost of \$5,400.00 (To be paid from HP Revolving Loan Fund budget).
- L. Permission for Mayor to sign associated documents for the transfer of surplus property 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. Final steps to complete transfer approved by City Commission on July 1, 2024.
- M. Permission for the mayor to sign an agreement with SDN to provide 100 Mbps internet fiber for Event Complex at a cost of \$375.00 monthly. There is no cost for installation. (To be paid by Public Buildings budget.)

**PUBLIC HEARINGS****License**

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr., Lisa Jorgenson, Mr. Goodstores, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve the Retail (on-off sale) Malt Beverage and SD Farm Wine License for Boondocks, LLC dba Mr. Goodstores at 622 Main Street until August 5, 2024. Roll Call: Aye-All. Motion carried.

**Set**

Martinisko moved, Johnson seconded to set public hearing on August 19 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Angels Uncorked at 732 Main Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on August 19 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Nugget Saloon, LLC at 604-610 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Joseph seconded to set public hearing on August 19 for Pupp Poker Run. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on August 19 for WO Motorsports Arenacross Race Series. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on August 19 for addendum to Oktoberfest. Roll Call: Aye-All. Motion carried.

Joseph moved, Martinisko seconded to set public hearing on August 19 for addendum to Deadweird. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Second Reading**

McKeown stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1401 Budget Supplement #4 for 2024. Roll Call: Aye-All. Motion carried.

**Second Reading**

Planning, Zoning and Historic Preservation Officer Kuchenbecker stated no changes between first and second reading. Martinisko moved, Joseph seconded to approve second reading of Ordinance #1402 Amending Chapter 15.32 Signs. Roll Call: Aye-All. Motion carried.

**Second Reading**

Kuchenbecker stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1403 to amend definition of Short-term Rentals specifically Bed and Breakfast Establishments. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, AUGUST 5, 2024**Review

Kuchenbecker spoke about the review. Jay and Pam Smith were present to answer questions. Johnson moved, Joseph seconded to Act as Board of Adjustments and approve the Annual Review for a Conditional Sue Permit as a Bed & Breakfast Establishment at 7 Burlington Street (Jay & Pam Smith) 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 remain changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, maintain a City of Deadwood Business License, maintain lodging license from South Dakota Department of Health, all parking shall be off street. Legally described as Lot 4 of Peck's Garden Subdivision of part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof. (Approved by Planning & Zoning Commission on Wednesday, July 17, 2024.) Roll Call: Aye-All. Motion carried.

Acknowledge

Kuchenbecker spoke about the easement. Joseph moved, Martinisko seconded to acknowledge Assignment of Easement - Mattson to City of Deadwood legally described as Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 686, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, TSN, R3E, B.H.M., containing portion within and outside the City of Deadwood, Lawrence County, South Dakota, containing 160.53 acres more or less, as shown on the plat of the Buena Vista Tract recorded in the office of the Lawrence County Register of Deeds as Document No. 93-5668, and all rights of ways and easements for ingress and egress owned by Sellers through Tract 1 owned by Deadwood Gulch Lodge, Inc., and M.S. 571 and any subdivisions thereof owned by Lead Deadwood Sanitary District No. 1, excepting and reserving prior reservations of minerals, easements, and rights of way of record, and reservations and patents from the United States. Roll Call: Aye-All. Motion carried.

Contract

Kuchenbecker spoke about the project. Martinisko moved, Johnsons seconded to enter into contract with Temple Construction for foundation work at 85 Charles Street at a cost of \$81,651.00. (To be paid by HP Capital Assets line item.) Roll Call: Aye-All. Motion carried.

Change Order

Public Works Director Stalder spoke about the project. Johnson moved, Martinisko seconded to approve Change Order #2 from Corr Construction Services, Inc. for Timm Lane Bridge Project at a decrease cost of \$2,800.04 due to field quantities being lower than plans quantity for a total contract amount of \$670,921.62. Roll Call: Aye-All. Motion carried.

Purchase

Parks, Recreation & Events Director Adler spoke about the purchase. Martinisko moved, Joseph seconded to approve purchase of 2020 Ford F350 XLT from Auto Choice in Spearfish in the amount not to exceed \$39,189.00. (To be paid from Parks Department Machinery/Equipment budget.) Roll Call: Aye-All. Motion carried.

Purchase

Adler spoke about the service agreement. Martinisko moved, Johnson seconded to approve purchase of 125,000 mile, 84 months service agreement for the 2020 Ford F350 XLT truck in the amount not to exceed \$4,436.00. (To be paid from Parks Department Machinery/Equipment budget.) Roll Call: Aye-All. Motion carried.

Hire

Stalder spoke about the project. Martinisko moved, Johnson seconded to hire Rasmussen Mechanical to replace the reheat assemblies at City Hall's Crac unit 1 and Crac Unit 2 in an amount not to exceed \$6,139.00. (To be paid from HP Capital Assets.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, AUGUST 5, 2024**

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

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

**ADJOURNMENT**

Martinisko moved, Joseph seconded to adjourn the regular session at 5:28 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, August 19, 2024 at 5:00 p.m.

After coming out of executive session at 5:59 p.m., 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 \_\_\_\_\_

01/16/2024 3:17 PM  
 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-08/02/24	101-3000-202	LIQUOR LICENS BEV.LIC.-ANGELS UNCKD,NUGGET	000000	300.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						300.00
01-0418	BLACK HILLS PIONEER					
		I-639 - 2024	101-4111-423	PUBLISHING MINUTES - 6/17/24	000000	224.20
		I-650 - 2024	101-4111-423	PUBLISHING NOH - CC LIQ LIC/CADILLAC JKS	000000	13.10
		I-651 - 2024	101-4111-423	PUBLISHING NOH -BEER/WINE LIC-DAVE'S DELI	000000	16.98
		I-652 - 2024	101-4111-423	PUBLISHING NOH - BEV.LIC/MR.GOODSTORES	000000	13.59
		I-653 - 2024	101-4111-423	PUBLISHING NOH - OUTLAW SHOOTOUT	000000	12.62
		I-654 - 2024	101-4111-423	PUBLISHING NOH - '76 STEER ROPING EVENT	000000	18.44
		I-655 - 2024	101-4111-423	PUBLISHING NOH - DWD REDEMPTION DAY	000000	13.59
		I-656 - 2024	101-4111-423	PUBLISHING NOH - HOLISTIC FAIR	000000	12.62
		I-657 - 2024	101-4111-423	PUBLISHING NOH - BH VETERANS MARCH	000000	14.07
		I-692 - 2024	101-4111-423	PUBLISHING MINUTES - 7/1/24	000000	144.13
01-0966	PETTY CASH-FINANCE OFFI					
		I-08/13/2024	101-4111-426	SUPPLIES PETTY CASH REIMB.SUPPLIES-COMM	000000	7.69
01-1331	SD MUNICIPAL LEAGUE					
		I-200001234	101-4111-427	TRAVEL SDML CONF.- MARTINISKO / COMM.	000000	140.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-082024	101-4111-426	SUPPLIES WATER- COMMISSION RECEPTION	000000	4.50
		I-082024	101-4111-426	SUPPLIES USPS- SHIP PKG MORGAN PETTY	000000	18.40
01-4372	MARTINISKO, SHARON					
		I-07/23/24	101-4111-427	TRAVEL MILEAGE & MEALS- SDML TRAINING	000000	216.74
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD07/31/24	101-4111-426	SUPPLIES MEETING SUPPLIES	000000	32.00
		I-FINANCECCD07/31/24	101-4111-426	SUPPLIES MEETING SUPPLIES	000000	33.60
01-5300	CLUBHOUSE HOTEL & SUITE					
		I-FOLIO 218561	101-4111-427	TRAVEL LODGING-MARTINISKO-SDML TRNING	000000	117.56
				DEPARTMENT 111	COMMISSION	TOTAL:
						1,053.83
01-2394	GUNDERSON, PALMER, NELS					
		I-134198	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,089.44
				DEPARTMENT 141	ATTORNEY	TOTAL:
						4,089.44
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 142 FINANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0800	MORRISON, RONDA	I-14 - 8/10/24	101-4142-422	PROFESSIONAL JULY 2024 CONTRACT SERVICES	000000	980.00
01-0966	PETTY CASH-FINANCE OFFI	I-08/13/2024	101-4142-426	SUPPLIES P.CASH REIM.POSTG,BATTRIES-FIN	000000	26.31
01-1331	SD MUNICIPAL LEAGUE	I-200001231	101-4142-427	TRAVEL SDML CONFERENCE - GEPPERT /FIN	000000	125.00
		I-200001235	101-4142-427	TRAVEL SDML CONFERENCE - MCKEOWN/FIN	000000	125.00
01-3877	MUTUAL OF OMAHA	I-001738342816	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
01-4625	FIB CREDIT CARDS	I-FINANCECCD07/31/24	101-4142-426	SUPPLIES AUDIT FINANCE MEAL	000000	73.48
		I-FINANCECCD07/31/24	101-4142-426	SUPPLIES FINANCE AUDIT MEALS	000000	69.01
					DEPARTMENT 142 FINANCE	TOTAL: 4,584.77

01-0223	COCA COLA BOTTLING HIGH	I-4834663	101-4192-422-06	PROFESSIONAL- 20 LB CO2 TANK/GRANDSTAND	000000	100.00
01-0429	BLACK HILLS ENERGY	I-POWER 07/26/24	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	15.00
		I-POWER 07/26/24	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	46.99
		I-POWER 07/26/24	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 07/26/24	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.45
		I-POWER 07/26/24	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	237.43
		I-POWER 07/26/24	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	99.92
		I-POWER 07/26/24	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	25.92
		I-POWER 07/26/24	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	18.92
		I-POWER 07/26/24	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	462.68
		I-POWER 07/26/24	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.60
		I-POWER 07/26/24	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	63.28
		I-POWER 07/26/24	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,899.31
		I-POWER 07/26/24	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.81
		I-POWER 07/26/24	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,195.01
		I-POWER 07/26/24	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	60.43
		I-POWER 07/26/24	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	851.62
		I-POWER 07/26/24	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESC	000000	32.64
		I-POWER 07/26/24	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	99.07
		I-POWER 07/26/24	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	21.28
		I-POWER 07/26/24	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	600.48
		I-POWER 07/26/24	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	211.79
		I-POWER 07/26/24	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	339.29
		I-POWER 07/26/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,701.64
		I-POWER 07/26/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 07/26/24	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.32



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VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 07/26/24	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	566.79
		I-POWER 07/26/24	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	105.63
		I-POWER 07/26/24	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	25.80
		I-POWER 07/26/24	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.56
		I-POWER 07/26/24	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 07/26/24	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	89.40
		I-POWER 07/26/24	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	25.99
		I-POWER 07/26/24	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	82.64
		I-POWER 07/26/24	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	48.11
		I-POWER 07/26/24	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	30.41
		I-POWER 07/26/24	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	23.79
		I-POWER 07/26/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	106.24
		I-POWER 07/26/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	475.12
		I-POWER 07/26/24	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	52.03
		I-POWER 07/26/24	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	52.44
		I-POWER 07/26/24	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.29
		I-POWER 07/26/24	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	398.50
		I-POWER 07/26/24	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,090.21
		I-POWER 07/26/24	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	41.04
		I-POWER 07/26/24	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	20.01
		I-POWER 07/26/24	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.68
		I-POWER 07/26/24	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00
		I-POWER 07/26/24	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.32
		I-POWER 07/26/24	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	110.76
		I-POWER 07/26/24	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	23.17
		I-POWER 07/26/24	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	22.24
		I-POWER 07/26/24	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	27.13
		I-POWER 07/26/24	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,176.13
		I-POWER 07/26/24	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	39.22
		I-POWER 07/26/24	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	408.74
		I-POWER 07/26/24	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	36.40
		I-POWER 07/26/24	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	63.67
		I-POWER 07/26/24	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	59.81
		I-POWER 07/26/24	101-4192-428	UTILITIES 5 SIEVER ST	000000	542.50
		I-POWER 07/26/24	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00
		I-POWER 07/26/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	786.90
		I-POWER 07/26/24	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	61.76
		I-POWER 07/26/24	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,028.19
		I-POWER 07/26/24	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	21.28
		I-POWER 07/26/24	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	17.97
		I-POWER 07/26/24	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.36
		I-POWER 07/26/24	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.24
		I-POWER 07/26/24	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	52.16
		I-POWER 07/26/24	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	190.00
		I-POWER 07/26/24	101-4192-428	UTILITIES 610 BROADWAY ST	000000	76.00
		I-POWER 07/26/24	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	726.81
		I-POWER 07/26/24	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	30.72
		I-POWER 07/26/24	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	785.26

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 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 07/26/24	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,382.57	
		I-POWER 07/26/24	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	29.48	
		I-POWER 07/26/24	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	31.27	
		I-POWER 07/26/24	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	75.35	
		I-POWER 07/26/24	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	736.82	
		I-POWER 07/26/24	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	666.87	
		I-POWER 07/26/24	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	52.33	
		I-POWER 07/26/24	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.09	
		I-POWER 07/26/24	101-4192-428	UTILITIES 767 MAIN ST	000000	20.17	
		I-POWER 07/26/24	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00	
		I-POWER 07/26/24	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.24	
		I-POWER 07/26/24	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	16.81	
		I-POWER 07/26/24	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.24	
		I-POWER 07/26/24	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	714.03-	
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56	
01-0436	BLACK HILLS WINDOW CLEA	I-131218	101-4192-422-08	PROFESSIONAL- JULY WINDOW CLEANING/HISTORY	000000	136.00	
		I-131218	101-4192-422-04	PROFESSIONAL JULY WINDOW CLEANING/CITY HALL	000000	605.00	
		I-131218	101-4192-422-10	PROFESSIONAL JULY WINDOW CLEANING/LIBRARY	000000	520.00	
		I-131218	101-4192-422-24	PROFESSIONAL JULY WINDOW CLEANING/OUTLAW	000000	84.00	
		I-131218	101-4192-422-21	PROFESSIONAL JULY WINDOW CLEANING/WELCOME	000000	1,013.00	
		I-131219	101-4192-422-17	PROFESSIONAL- JULY WINDOW CLEANING/DAYS	000000	242.00	
01-0510	GOLDEN WEST TECHNOLOGIE	I-425970	101-4192-425-13	REPAIRS - REC WIRELESS REPAIRS/REC CENTER	000000	886.34	
01-0539	LEAD-DEADWOOD SANITARY	I-08/01/24	CONSUMPT 101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	22.69	
		I-08/01/24	CONSUMPT 101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	32.50	
		I-08/01/24	CONSUMPT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	0.00	
		I-08/01/24	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	42.84	
		I-08/01/24	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	30.08	
		I-08/01/24	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	98.27	
		I-08/01/24	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00	
		I-08/01/24	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	47.94	
		I-08/01/24	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	71.75	
		I-08/01/24	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	47.80	
		I-08/01/24	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	48.75	
		I-08/01/24	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	303.78	

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 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-08/01/24	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	38.21
		I-08/01/24	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	213.84
		I-08/01/24	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	333.89
01-0966	PETTY CASH-FINANCE OFFI					
		I-08/13/2024	101-4192-426-04	SUPPLIES - CI P.CASH REIMB.CITY HALL SUPPLS	000000	12.00
01-1100	OVERHEAD DOOR CO.					
		I-14644	101-4192-425-07	REPAIRS - FIR PREVENT MAINT 9 DOORS/FIRE	000000	515.31
01-1370	TEMPERATURE TECHNOLOGY,					
		I-27414	101-4192-422-13	PROFESSIONAL ADD CONTR TO HUMIDIFIER/REC	000000	755.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024628	101-4192-422-02	PROFESSIONAL DS CLEAR ANEALED-GLAZE/AD MUS	000000	1,195.63
01-1502	BLACK HILLS CHEMICAL					
		I-274755	101-4192-426	SUPPLIES FLOOR CLEANER-GARB BAGS/PB	000000	827.97
		I-275904	101-4192-426	SUPPLIES TOILET PAPER-TOWEL-GARB BAG/PB	000000	1,105.16
01-1626	SERVALL UNIFORM AND LIN					
		I-07/09/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0937417	000000	41.94
		I-07/09/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0937419	000000	86.18
		I-07/09/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0937418	000000	106.00
		I-07/09/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0937402	000000	41.71
		I-07/09/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0937404	000000	39.03
		I-07/11/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL/0938564	000000	183.52
		I-07/11/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0938565	000000	270.62
		I-07/11/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0938563	000000	64.22
		I-07/11/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0938562	000000	39.78
		I-07/23/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0942748	000000	41.94
		I-07/23/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0942750	000000	86.18
		I-07/23/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0942749	000000	106.00
		I-07/23/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0942731	000000	41.71
		I-07/23/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0942733	000000	39.03
		I-07/25/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0943925	000000	183.52
		I-07/25/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0943926	000000	270.62
		I-07/25/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0943924	000000	64.22
		I-07/25/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0943923	000000	39.78
		I-08/06/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0948481	000000	41.94
		I-08/06/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0948483	000000	86.18
		I-08/06/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0948482	000000	106.00
		I-08/06/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0948466	000000	41.71
		I-08/06/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0948468	000000	39.03
		I-08/08/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0949710	000000	183.52
		I-08/08/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0949711	000000	270.62
		I-08/08/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0949709	000000	64.22
		I-08/08/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0949708	000000	39.78

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	I-832035433	101-4192-426	SUPPLIES FHP MED HORSE POWER/PB	000000	26.94
01-1694	GRIMM'S PUMP & INDUSTRI	I-58695	101-4192-425-07	REPAIRS - FIR SKF AIR DRYER REPAIR/FIRE	000000	694.31
01-3032	OTIS ELEVATOR COMPANY	I-F10000169029	101-4192-422-10	PROFESSIONAL LOGISTICS-FUEL IMPACT/LIBRARY	000000	95.00
01-3151	KONE CHICAGO	I-871428810	101-4192-422-17	PROFESSIONAL- JULY ELEVATOR MAINT/DAYS MUS	000000	192.96
01-3342	RASMUSSEN MECHANICAL SE	I-INV034977	101-4192-425-06	REPAIRS - DAY CONTACTOR 3 POLE 50 AMP/GRANDS	000000	93.23
		I-SRV114289	101-4192-425-04	REPAIRS - CIT REPAIRS TO CRAC UNIT/CITY HALL	000000	157.50
		I-SRV114330	101-4192-425-02	REPAIRS - ADA REPLACE COMP CHILLERS/ADAMS MU	000000	17,154.00
		I-SRV114467	101-4192-425-06	REPAIRS - DAY REPL VFD AAON UNIT/GRANDSTANDS	000000	1,370.59
01-3421	S AND C CLEANERS	I-07/29/24 INV 151	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-07/29/24 INV 151	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-07/29/24 INV 151	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-07/29/24 INV 151	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-07/29/24 INV 151	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-07/29/24 INV 151	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-07/29/24 INV 285	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-07/29/24 INV 285	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-07/29/24 INV 285	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-07/29/24 INV 285	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	540.00
		I-07/29/24 INV 285	101-4192-422	PROFESSIONAL RODEO	000000	486.00
		I-07/29/24 INV 285	101-4192-422-11	PROFESSIONAL BALLPARK BATHROOMS/EVENTS	000000	648.00
		I-07/29/24 INV 285	101-4192-422-14	PROFESSIONAL GORDON PARK BATHROOMS	000000	522.00
		I-07/29/24 INV 285	101-4192-422-06	PROFESSIONAL- FOOTBALL FIELD	000000	144.00
01-3877	MUTUAL OF OMAHA	I-001738342816	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63
01-4057	VIEHAUSER ENTERPRISES,	I-53626	101-4192-426-03	SUPPLIES - BA ASSA 140 KEY CUT 1200 CM/BALLF	000000	40.00
01-4625	FIB CREDIT CARDS	I-07/31/24 PUB BLDGS	101-4192-425-24	REPAIRS - OUT O-RINGS DELTA FOUNTAINS/OSQ	000000	161.01
		I-07/31/24 PUB BLDGS	101-4192-425-24	REPAIRS - OUT O-RINGS DELTA FOUNTAINS/OSQ	000000	200.44
		I-07/31/24 PUB WORKS	101-4192-425-08	REPAIRS - HIS BLUEFIN SCREEN PLAYER/HISTORY	000000	92.36
01-4711	AMAZON CAPITAL SERVICES	I-14VJ-3RV7-9GVL	101-4192-426-04	SUPPLIES - CI DESCALER/HP SIDE CITY HALL	000000	13.71
		I-14VJ-3RV7-9GVL	101-4192-425-04	REPAIRS - CIT AUTO SINK SENSOR/POLICE DEPT	000000	31.00

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4957	ONSITE FIRST AID, LLC					
		I-4283	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	81.70
		I-4284	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	39.75
		I-4285	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/HP CITY HAL	000000	116.60
		I-4286	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/FINANCE	000000	145.48
		I-4287	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/POLICE	000000	69.78
		I-4288	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	75.75
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 76,090.56
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-427099	101-4193-422	PROFESSIONAL EML SECUR,BKKUP,WKSTNS	000000	2,701.48
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,701.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,044.14
01-0467	CULLIGAN OF THE BLACK H					
		I-0021282	101-4210-424	RENTALS 2-BTTLD WTRS,COOLER RENT- PD	000000	123.00
01-0804	SCOTT PETERSON MOTORS					
		I-6014639	101-4210-425	REPAIRS REPAIR '20 DODGE DURANGO - PD	000000	1,958.52
		I-6014777/1	101-4210-425	REPAIRS REPAIR '18 DODGE DURANGO - PD	000000	2,454.64
01-0966	PETTY CASH-FINANCE OFFI					
		I-08/13/2024	101-4210-426	SUPPLIES P.CASH REIMB.POSTG,REG.FEE-PD	000000	86.40
01-1826	FIRST NET					
		I-287304791844X07224	101-4210-422	PROFESSIONAL MDT POLICE CARS - JULY	000000	240.24
01-3761	TRITECH SOFTWARE SYSTEM					
		I-416972	101-4210-422	PROFESSIONAL BAL.DUE/FIELD OPS SUBSC.FEE-PD	000000	24.60
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	85.80
01-4317	VIGILANT BUSINESS SOLUT					
		I-2831	101-4210-422	PROFESSIONAL TESTING	000000	113.00
01-4460	SHAFER, CORY					
		I-08/02/2024	101-4210-426	SUPPLIES RALLY MEALS - POLICE DEPT	000000	457.24
01-4625	FIB CREDIT CARDS					
		I-07/31/24 PUB WORKS	101-4210-425	REPAIRS PRESSURE LINE AUTOZONE/POLICE	000000	30.10
		I-FINANCECCD07/31/24	101-4210-427	TRAVEL FUEL CHARGE - POLICE	000000	29.91
		I-FINANCECCD07/31/24	101-4210-427	TRAVEL FUEL CHARGE - POLICE	000000	37.36

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS	continued				
		I-FINANCECCD07/31/24	101-4210-427	TRAVEL FUEL CHARGE - POLICE	000000	30.34
		I-FINANCECCD07/31/24	101-4210-427	TRAVEL FUEL CHARGE - POLICE	000000	54.87
		I-FINANCECCD07/31/24	101-4210-427	TRAVEL FUEL CHARGE - POLICE	000000	59.35
DEPARTMENT 210 POLICE					TOTAL:	18,829.51
01-0232	S & S REPAIR					
		I-08/06/24	101-4221-425	REPAIRS REPAIR PUMP-BRUSH 7/ FIRE DPT	000000	262.07
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-427007	101-4221-434	MACHINERY/EQU RUCKUS R350,WIRELESS ACCESS PT	000000	1,744.24
01-0966	PETTY CASH-FINANCE OFFI					
		I-08/13/2024	101-4221-426	SUPPLIES P.CASH REIMB.POSTG,FILE FEE-FD	000000	51.45
01-1410	WESTERN COMMUNICATIONS,					
		I-20921	101-4221-426	SUPPLIES BATTERIES - FIRE DEPT.	000000	95.72
01-1768	HAMANN, ALEX					
		I-08/14/2024	101-4221-422	PROFESSIONAL CITY COMM.MTGS - 6/3,6/17,7/1	000000	105.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-07/17/2024	101-4221-427	TRAVEL ST FIRE SCH-REGIS.,FUEL,MOTEL	000000	333.79
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-3913	HEIMAN INC					
		I-0933736-IN	101-4221-425	REPAIRS REPAIR ON RESCUE #3 - FIRE DPT	000000	85.20
01-3977	ACE HARDWARE OF LEAD					
		I-38596	101-4221-426	SUPPLIES GUMOUT START FLUID - FIRE DPT	000000	11.86
01-4108	ALEX AIR APPARATUS 2, L					
		I-INV-50526	101-4221-434	MACHINERY/EQU BUNKER GEAR - FIRE DEPT.	000000	157.70
01-4711	AMAZON CAPITAL SERVICES					
		I-1G6P-NFG7-DH6X	101-4221-426	SUPPLIES TONER CARTRIDGES - FIRE DEPT	000000	71.24
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						3,579.94
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 232 BUILDING INSPECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1331	SD MUNICIPAL LEAGUE					
		I-200001233	101-4232-427	TRAVEL SDML CONFERENCE - MOHR /BI	000000	65.00
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-5066	LOOKOUT PLAN + CODE CON					
		I-24062	101-4232-422	PROFESSIONAL PLAN REVIEW BAHR RESIDENCE/BI	000000	517.04
		I-24063	101-4232-422	PROFESSIONAL PLAN REVIEW MASONIC TEMPLE/BI	000000	79.20
DEPARTMENT 232 BUILDING INSPECTION					TOTAL:	1,322.91
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,801.74
01-0467	CULLIGAN OF THE BLACK H					
		I-0020533	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER FINAL/S	000000	6.00
01-0514	SIMON MATERIALS COMPANY					
		I-3733806	101-4310-425	REPAIRS 24.28 1" CLEAN LIMESTONE/STRTS	000000	461.32
		I-3734025	101-4310-425	REPAIRS 35.95 MAN SAND UNWASHED/STRTS	000000	503.30
01-1058	DAKOTA SUPPLY GROUP					
		I-S103920198.001	101-4310-426	SUPPLIES (12) MED BASE LAMPHOLDER.STRTS	000000	82.80
01-1266	WELLS PLUMBING & FARM S					
		I-1-1133428	101-4310-425	REPAIRS STEEL CULVERT-STEEL BAND/STRTS	000000	269.70
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-249753	101-4310-426	SUPPLIES (16) SPEED BUMPS-SPIKES/STRTS	000000	1,908.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024629	101-4310-425	REPAIRS ROCK CHIP REPIAR WINDSH/STRTS	000000	122.59
01-1653	STURDEVANT'S AUTO PARTS					
		I-832033634	101-4310-426	SUPPLIES HALOGEN-MINI LAMP/STRTS	000000	20.44
		I-832035465	101-4310-426	SUPPLIES WELDING WIRE-FAST FIT/STREETS	000000	151.76
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2044845	101-4310-426	SUPPLIES AIR FILTER/STRTS	000000	4.99
01-1813	GENERAL TRAFFIC CONTROL					
		I-24866	101-4310-426	SUPPLIES LED INSERT GR-RED BALL/STRTS	000000	295.00
01-1919	CORR CONSTRUCTION SERVI					
		I-PAYAPP7-L19-00-078	101-4310-422-01	TIMM LANE BRI TIMM LANE PAY APP #7	000000	110,808.61
01-3060	QUIK SIGNS					



PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3060	QUIK SIGNS		continued			
		I-46776	101-4310-426	SUPPLIES (20) 2X3 TOP LAMINATED/STRTS	000000	45.09
01-3259	INTERSTATE ENGINEERING					
		I-54932	101-4310-422-01	TIMM LANE BRI PRO SRVCS 6/6-7/13/TIMM LANE B	000000	1,075.68
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.03
01-3956	ADAMS SALVAGE RECYCLING					
		I-3653	101-4310-422	PROFESSIONAL (2) CAR TIRES/STREETS	000000	5.76
01-4317	VIGILANT BUSINESS SOLUT					
		I-2831	101-4310-422	PROFESSIONAL TESTING	000000	293.05
01-4625	FIB CREDIT CARDS					
		I-07/31/24 PUB WORKS	101-4310-425	REPAIRS SEAT CUSHION PAD/STRTS	000000	46.91
		I-07/31/24 PUB WORKS	101-4310-425	REPAIRS SEAT COVER BOTTOM/STRTS	000000	58.88
01-4711	AMAZON CAPITAL SERVICES					
		I-1MQ9-L63P-4QTC	101-4310-426	SUPPLIES COLOR INK TANK REPLACEMENT/ST	000000	16.62
01-5227	DGR ENGINEERING					
		I-00268383	101-4310-422	PROFESSIONAL BURNHAM AVE.EXTENSION	000000	46,791.05
01-5259	JOHNER PAVING					
		I-1167	101-4310-425	REPAIRS 3.75 TYPE 2 ASPHALT/STREETS	000000	281.25
		I-1170	101-4310-425	REPAIRS 1.03 TYPE 1 ASPHALT/STREETS	000000	77.25
01-5289	RAPID ROOTER					
		C-5322F-CR	101-4310-425	REPAIRS RVS.SALES TAX CHGD	000000	51.73-
		I-5322F	101-4310-425	REPAIRS CAVE IN UP-DOWNSTREAM/STRTS	000000	886.03
		I-5344F	101-4310-422	PROFESSIONAL AUGER-LOCATE SEWER DUNLOP/STRT	000000	2,000.00
					DEPARTMENT 310 STREETS	TOTAL: 172,003.12
01-4630	SANDER SANITATION SERVI					
		I-07/31/24 EXTRA P/U	101-4320-422	PROFESSIONAL JULY EXTRA GARBAGE SRVC	000000	1,500.00
		I-07/31/24 RES GARB	101-4320-422	PROFESSIONAL JULY RESIDENTIAL GARBAGE SRVC	000000	12,834.16
					DEPARTMENT 320 SANITATION	TOTAL: 14,334.16
01-0213	TRUGREEN CHEM-LAWN					
		I-197632563	101-4370-422	PROFESSIONAL LAWN SERVICES/OAKRIDGE	000000	1,816.51
		I-197632564	101-4370-422	PROFESSIONAL LAWN SERVICE/OAKRIDGE	000000	1,037.96
01-5252	BLACK HILLS SANITATION					

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 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 370 OAKRIDGE CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5252	BLACK HILLS SANITATION	continued				
		I-1122	101-4370-422	PROFESSIONAL JULY PORTAPOTTY/OAKRIDE	000000	140.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	2,994.47
01-0213	TRUGREEN CHEM-LAWN					
		I-197632565	101-4520-422	PROFESSIONAL LAWN SERVICE/ST AMBROSE CEM	000000	773.52
		I-197632566	101-4520-422	PROFESSIONAL LAWN CARE/MARTHA BULLOCK	000000	97.58
		I-197632567	101-4520-422	PROFESSIONAL LAWN SERVICES/PLUMA PARK	000000	161.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,457.31
01-0467	CULLIGAN OF THE BLACK H					
		I-0021275	101-4520-422	PROFESSIONAL (16) 5 GAL BOTTLE WATER/PARKS	000000	115.20
01-0776	ALBERTSON ENGINEERING,					
		I-20797	101-4520-422-01	PROF SERV- FE PROJ.1-CRK RESTOR BTWN PWRHS P	000000	1,008.39
		I-20798	101-4520-422-01	PROF SERV- FE PROJ.2A-CRK RESTOR/PWRHSE PK	000000	457.65
		I-20799	101-4520-422-01	PROF SERV- FE PROJ.3-CRK RESTOR/COMFORT INN	000000	2,410.00
		I-20800	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK - ADDENDUM #4	000000	2,786.34
		I-20801	101-4520-422-01	PROF SERV- FE WHITEWOOD CREEK - ADDENDUM #5	000000	675.00
		I-20829	101-4520-422-01	PROF SERV- FE PROJ.2B-CRK RESTOR PWRHS-SO.BK	000000	953.30
01-0798	WARNE CHEMICAL & EQUIPM					
		I-402840	101-4520-422	PROFESSIONAL JULY FLY-PEST EXT SPRAYING/PAR	000000	2,100.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-08/13/2024	101-4520-426	SUPPLIES P.CASH REIMB.SUPPLIES - PARKS	000000	13.99
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2011035	101-4520-426	SUPPLIES (5) HELMETS/PARKS	000000	144.95
01-2069	BARCO PRODUCTS					
		I-INVRCO29600	101-4520-426	SUPPLIES MEMORIAL BENCH-HICKS/PARKS	000000	1,252.27
01-3060	QUIK SIGNS					
		I-46911	101-4520-426	SUPPLIES (2) 12X28 GRAPHIC CUT SIGNS/PA	000000	111.93
01-3314	CENTURY BUSINESS PRODUC					
		I-744431	101-4520-426	SUPPLIES PZ&HP 7/24-8/24 CONTRACT	000000	170.07
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90
01-3977	ACE HARDWARE OF LEAD					
		I-038567	101-4520-426	SUPPLIES WIRE CONN-COUPLE/PARKS	000000	22.81

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		I-116K-736H-DNW9	101-4520-426	SUPPLIES HD MONITOR/PARKS	000000	159.99
		I-1MQ9-L63P-4QTC	101-4520-426	SUPPLIES COLOR INK TANK REPLACEMENT/PRK	000000	16.63
01-5295	WAREING STURGIS					
		I-6012095/1	101-4520-425	REPAIRS BALANCE DUE ON 6012095/PARKS	000000	6.00
					DEPARTMENT 520 PARKS	TOTAL: 18,936.95
01-0418	BLACK HILLS PIONEER					
		I-659 - 2024	101-4640-423	PUBLISHING NOH - BRD AJDST/TERRY BAHR	000000	27.18
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1786	PETTY CASH/HISTORIC PRE					
		I-082024	101-4640-422	PROFESSIONAL LC REG OF DEEDS MT MORIAH EASE	000000	12.00
		I-082024	101-4640-422	PROFESSIONAL LC REG OF DEEDS MT ROOSEVELT	000000	5.00
		I-082024	101-4640-422	PROFESSIONAL LC REG OF DEEDS 51 SHERMAN EA	000000	4.00
		I-082024	101-4640-422	PROFESSIONAL MCGOVERN HILL TRAILS	000000	1.00
		I-082024	101-4640-422	PROFESSIONAL 518 CLIFF PLAT	000000	1.00
		I-082024	101-4640-422	PROFESSIONAL 21/25 LINCOLN CUP	000000	2.00
		I-082024	101-4640-422	PROFESSIONAL 596 MAIN CUP	000000	1.00
		I-082024	101-4640-422	PROFESSIONAL 1 KATON CERT OF TRUST	000000	3.00
		I-082024	101-4640-422	PROFESSIONAL WELCOME CNTR TRAIL	000000	2.00
		I-082024	101-4640-422	PROFESSIONAL 85/87/89 CHARLES EASEMENT	000000	6.00
		I-082024	101-4640-422	PROFESSIONAL BUENA VISTA PLAT	000000	2.00
		I-082024	101-4640-422	PROFESSIONAL 90 WILLIAMS EASEMENT	000000	2.00
		I-082024	101-4640-422	PROFESSIONAL 1 KATON PLAT	000000	4.00
		I-082024	101-4640-422	PROFESSIONAL BUENA VISTA EASEMENT	000000	10.00
		I-082024	101-4640-422	PROFESSIONAL 470 MAIN SEARCH/7 SPRING DEED	000000	2.00
		I-082024	101-4640-422	PROFESSIONAL 171 CHARLES EASEMENT	000000	8.00
		I-082024	101-4640-426	SUPPLIES USPS- LTAS TECH	000000	8.73
01-3062	MARTINISKO, JOHN					
		I-2024-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2024	000000	315.00
01-3314	CENTURY BUSINESS PRODUC					
		I-744431	101-4640-428	UTILITIES PZ&HP 7/24-8/24 CONTRACT	000000	170.07
01-3877	MUTUAL OF OMAHA					
		I-001738342816	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4614	KEEHN, JOSH					
		I-2024-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2024	000000	350.00
01-4625	FIB CREDIT CARDS					
		I-073124	101-4640-427	TRAVEL 2024 SDPA CONF- KUCHENBECKER	000000	125.00

PACKET: 06735 8/20/24 - COMBINED  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 640 PLANNING AND ZONING  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-4625	FIB CREDIT CARDS		continued				
		I-073124	101-4640-427	TRAVEL 2024 SDPA CONF- BLUE-JONES	000000	200.00	
		I-073124	101-4640-422	PROFESSIONAL LC REG OF DEEDS CONS EASEMENTS	000000	338.42	
		I-073124	101-4640-422	PROFESSIONAL LC REG OF DEEDS BUENA VISTA EA	000000	32.00	
01-4756	BRUCE, DAVID						
		I-2024-05	101-4640-422	PROFESSIONAL P&ZC MTG.ATTEND JAN-JUN 2024	000000	210.00	
01-4976	EAGLESON, CHARLES						
		I-2024-03	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2024	000000	315.00	
01-5301	OWENS, KEN						
		I-2024-04	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2024	000000	350.00	
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	3,168.07
					FUND 101 GENERAL FUND	TOTAL:	323,989.21

01/16/2024 3:17 PM  
 PACKET: 06735 8/20/24 - COMBINED  
 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
01-0128	SD LIBRARY ASSOCIATION					
		I-200002072	206-4550-427	TRAVEL SDLA CONF.REGIS.-TOLAR/LIBRARY	000000	215.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-08/01/24	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-0467	CULLIGAN OF THE BLACK H					
		I-0021372	206-4550-426	SUPPLIES BOTTLED WATER - 5 GAL /LIBRARY	000000	14.40
01-1562	MIDWEST TAPE, LLC					
		I-505813328	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	73.18
		I-505840950	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	25.49
		I-505844034	206-4550-434	COLLECTION DE DIGITAL SERVICES/HOOPLA- LIBR	000000	144.89
01-1827	MS MAIL					
		I-14726	206-4550-422	PROFESSIONAL PRINT PORTER STORY SHEETS-LIBR	000000	79.20
01-3877	MUTUAL OF OMAHA					
		I-001738342816	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-4625	FIB CREDIT CARDS					
		I-LIBRARYCCD7/31/24	206-4550-426	SUPPLIES ROLL OF POSTAGE STAMPS - LIBR	000000	68.00
		I-LIBRARYCCD7/31/24	206-4550-429	TECHNOLOGY/HO MICROSOFT OFC.DOWNLOAD-LIBR	000000	149.99
01-4711	AMAZON CAPITAL SERVICES					
		C-D0168089392144236C	206-4550-429	TECHNOLOGY/HO RVS.DUP.PYMT-MICROSFT OFC-LIBR	000000	149.99-
		I-1CPJ-TVMC-CMY	206-4550-424	PROGRAMMING CHILDREN'S PROGRAM SUPPLIES-LB	000000	39.87
		I-1CPJ-TVMC-CMY	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	85.41
		I-1NYT-JWJM-4RWN	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	50.00
		I-1NYT-JWJM-4RWN	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	148.58
DEPARTMENT 550 LIBRARY						TOTAL: 1,603.38
FUND 206 LIBRARY FUND						TOTAL: 1,603.38

8/16/2024 3:17 PM  
 PACKET: 06735 8/20/24 - COMBINED  
 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
01-0418	BLACK HILLS PIONEER	I-120128	209-4510-423	PUBLISHING TRIAL OF JACK MCCALL PROG/REC	000000	147.00
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	982.60
01-1502	BLACK HILLS CHEMICAL	I-274653	209-4510-426	SUPPLIES GARB BAGS-PAPER PLATES-TOWEL/R	000000	230.21
		I-275353	209-4510-426	SUPPLIES GLOVES-SHAMPOO-WIPES-TP/REC	000000	648.71
		I-275425	209-4510-426	SUPPLIES FOAMING SHAMPOO/REC	000000	187.65
01-2645	HAWKINS INC	I-6833595	209-4510-425	REPAIRS VALVE-PLATE-ROLLER-STRAIN/REC	000000	237.07
01-2889	ATCO INTERNATIONAL	I-I0627441	209-4510-426	SUPPLIES T-N-T/REC CENTER	000000	272.80
01-3092	ASSOCIATED SUPPLY COMPA	I-CPO-CERT 2024	209-4510-427	TRAVEL CPO CERT CLASS JRUSSELL/24/REC	000000	450.00
01-3151	KONE CHICAGO	I-871428809	209-4510-422	PROFESSIONAL JULY ELEV MAINT/REC CENTER	000000	185.53
01-3877	MUTUAL OF OMAHA	I-001738342816	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	18.65
01-3964	CONVERGINT TECHNOLOGIES	I-IN00220718	209-4510-422	PROFESSIONAL SECURITY HARD-SOFTWARE TECH/RE	000000	713.64
01-4625	FIB CREDIT CARDS	I-07/31/24 PUB BLDGS	209-4510-426	SUPPLIES CUPS BIOMED/REC CENTER	000000	116.97
		I-07/31/24 PUB BLDGS	209-4510-422	PROFESSIONAL IFIT MONTHLY SUBSCRIPTION/REC	000000	41.42
01-4711	AMAZON CAPITAL SERVICES	I-16PY-DWLIV-741Q	209-4510-425	REPAIRS PUMP TUBE REPLACEMENT/REC	000000	37.82
DEPARTMENT 510 REC CENTER					TOTAL:	4,270.07
01-0475	DEADWOOD CHAMBER & VISI	I-08/13/2024	209-4980-422	PROFESSIONAL BILL LIST FOR 8/19/24 - B&B	000000	24,435.69
01-1441	DAYS OF '76, INC.	I-07/29/2024	209-4980-429	OTHER 2024 ALLOCATION	000000	10,000.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	34,435.69
FUND 209 BED & BOOZE FUND					TOTAL:	38,705.76

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-07/30/24	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQUARE 000000	15,000.00
				DEPARTMENT 630	BID #9	TOTAL: 15,000.00
				FUND 211	BID #9	TOTAL: 15,000.00



PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-08/13/2024	213-4630-423	MARKETING	BILL LIST FOR 8/19/24 -BID 1-6 000000	57,866.87
					DEPARTMENT 630 BID	TOTAL: 57,866.87
					FUND 213 BID #1-6 (Business Imprv)	TOTAL: 57,866.87

PACKET: 06735 8/20/24 - COMBINED

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
01-1441	DAYS OF '76, INC.	I-072924	215-4572-250	VISITOR MGMT RODEO (HPC SUPPORT)	000000	60,000.00
01-3060	QUIK SIGNS	I-42456	215-4572-235	VISITOR MGMT PECK GARDEN'S UTILITY BOX CVR	000000	775.76
01-4625	FIB CREDIT CARDS	I-073124	215-4572-235	VISITOR MGMT DOR- LICENSE EMBLEM STICKERS	000000	115.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 60,890.76
01-0451	RUNGE, MIKE	I-072324	215-4573-335	HIST. INTERP. NEWSPAPERS.COM PUB EXTRA	000000	74.90
01-0510	GOLDEN WEST TECHNOLOGIE	I-427435	215-4573-335	HIST. INTERP. ARCHIVES HP ZBOOK LAPTOP	000000	3,560.39
01-1786	PETTY CASH/HISTORIC PRE	I-082024	215-4573-335	HIST. INTERP. USPS- SIOUX FALLS	000000	10.80
		I-082024	215-4573-335	HIST. INTERP. LITTLE PRINT SHOP- DWD LIBRARY	000000	20.71
01-2014	TOMS, DON	I-072924LEDGER	215-4573-335	HIST. INTERP. 1910 TOWN LOTS PART II	000000	600.00
01-3314	CENTURY BUSINESS PRODUC	I-744430	215-4573-335	HIST. INTERP. ARCHIVES 07/24-08/24 CONTRACT	000000	26.19
01-4057	VIEHAUSER ENTERPRISES,	I-53506	215-4573-335	HIST. INTERP. OOPEN VINTAGE TROLLEY LOCK BOX	000000	95.98
01-4625	FIB CREDIT CARDS	I-073124	215-4573-335	HIST. INTERP. FEDEX SHIPPING	000000	92.76
		I-073124	215-4573-335	HIST. INTERP. BARR DISPLAY MANEQUIN	000000	122.13
		I-073124	215-4573-325	HIST. INTERP. ANCESTRY.COM	000000	243.20
		I-073124	215-4573-335	HIST. INTERP. EBAY PRES TAFT	000000	53.89
		I-073124	215-4573-335	HIST. INTERP. EBAY BULL OUTFIT 1887	000000	360.40
		I-073124	215-4573-335	HIST. INTERP. EBAY- THE MANSION	000000	34.00
		I-073124	215-4573-335	HIST. INTERP. ARCHIVES POWER SURGE PROTECTOR	000000	382.06
01-5289	RAPID ROOTER	I-5146F	215-4573-320	HIST. INTERP. INSPECTION UNDER RAILRAOD AVE	000000	710.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 6,387.41
01-0429	BLACK HILLS ENERGY	I-POWER 07/26/24	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0776	ALBERTSON ENGINEERING,						
		I-20820	215-4575-515	GRANT/LOAN RE 5 HARRISON RW	000000	454.94	
		I-20824	215-4575-515	GRANT/LOAN RE 74 VAN BUREN RW	000000	600.00	
		I-20825	215-4575-515	GRANT/LOAN RE 34/35 JACKSON RW	000000	200.00	
		I-20826	215-4575-505-04	85 CHARLES ST 85 CHARLES FOUNDATION REPAIR	000000	900.00	
01-2138	D.C. BOOTH HISTORIC FIS						
		I-082024	215-4575-520	GRANT/LOAN PR YELLOW BOAT PAINTING/RESORA	000000	3,500.00	
01-3857	DAN'S DUMPSTER SERVICE						
		I-46637	215-4575-505-04	85 CHARLES ST 85 CHARLES RESTORATION	000000	400.00	
01-4739	TWIN CITY HARDWARE-HP P						
		I-2406-005256	215-4575-525	GRANT/LOAN PA 822 MAIN	000000	164.97	
		I-2407-007222	215-4575-525	GRANT/LOAN PA 20 PLEASANT	000000	404.97	
		I-2407-008839	215-4575-525	GRANT/LOAN PA 47 CENTENNIAL	000000	391.89	
		I-2407-009538	215-4575-525	GRANT/LOAN PA 47 CENTENNIAL	000000	95.94	
01-5291	VALE TOWNSHIP						
		I-082024	215-4575-520	GRANT/LOAN PR VALE SCHOOL	000000	5,000.00	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	12,127.71
01-0510	GOLDEN WEST TECHNOLOGIE						
		I-427099	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00	
01-0776	ALBERTSON ENGINEERING,						
		I-20822	215-4576-600	PROFES. SERV. WELCOME CENTER TRAIL RECON	000000	1,949.61	
01-2394	GUNDERSON, PALMER, NELS						
		I-134198	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,050.00	
01-3060	QUIK SIGNS						
		I-42456	215-4576-630	PROFES. SERV. PECK GARDEN'S UTILITY BOX CVR	000000	775.76	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	4,790.37
01-0563	RCS CONSTRUCTION						
		I-202414.2	215-4577-755	CAPITAL ASSET 10 DENVER	000000	80,190.00	
01-0776	ALBERTSON ENGINEERING,						
		I-20827	215-4577-755	CAPITAL ASSET TAYLOR ST SIDEWALK & RW RECON	000000	4,175.00	
01-1731	WHEELER LUMBER OPERATIO						
		I-38451	215-4577-700	CAPITAL ASSET LUMBER FOR CITY HALL WALKWAY	000000	1,507.05	
		I-38453	215-4577-700	CAPITAL ASSET LUMBER FOR CITY HALL WALKWAY	000000	886.50	

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3366	ROGERS CONSTRUCTION, IN	I-PAYAPP#4	215-4577-775	CAPITAL ASSET WELCOME CNTR TRAIL RECON	000000	264,178.48
01-3785	TALLGRASS LANDSCAPE ARC	I-2024-140	215-4577-705	CAPITAL ASSET LIBRARY GARDEN DESIGN	000000	5,400.00
					DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:	356,337.03
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,179.36
01-1786	PETTY CASH/HISTORIC PRE	I-082024	215-4641-426	SUPPLIES WALMART-SUGAR PCKTS & CHARGER	000000	19.35
		I-082024	215-4641-426	SUPPLIES USPS- DEADWOOD NOTEABLES	000000	6.35
		I-082024	215-4641-426	SUPPLIES USPS- K. TSCHETTER DENIAL LTR	000000	9.68
		I-082024	215-4641-426	SUPPLIES FAMILY DOLLAR- VINEGAR	000000	2.76
		I-082024	215-4641-426	SUPPLIES USPS- CITY OF BROOKINGS PLAQUE	000000	18.40
01-3314	CENTURY BUSINESS PRODUC	I-744431	215-4641-428	UTILITIES PZ&HP 7/24-8/24 CONTRACT	000000	170.06
01-3877	MUTUAL OF OMAHA	I-001738342816	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4625	FIB CREDIT CARDS	I-07/31/24 PUB BLDGS	215-4641-426	SUPPLIES HARD HATS-SAFETY GLASSES/HP	000000	123.55
		I-073124	215-4641-422	PROFESSIONAL 39 STEWART EASEMENT	000000	32.00
01-4711	AMAZON CAPITAL SERVICES	I-17QQ-GM9L-9FT1	215-4641-426	SUPPLIES COPY PAPER	000000	74.33
01-5069	MICROSOFT	I-G056262813	215-4641-422	PROFESSIONAL AZURE JULY 2024	000000	288.09
					DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:	3,950.33
					FUND 215 HISTORIC PRESERVATION TOTAL:	444,483.61

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5232	FULL CURL CONSTRUCTION	I-2024-159	216-1310	DUE FROM OTHE 745 MAIN COSTOPOULOS	000000	32,031.72
01-5298	RAINER MECHANICAL, LLC	I-1198	216-1310	DUE FROM OTHE 745 MAIN COSTOPOULOS	000000	19,437.33
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 51,469.05
01-0558	NHS OF THE BLACK HILLS	I-2024-7	216-4653-422	PROFESSIONAL SERVICE CONTRACT 7/24	000000	3,880.25
01-1496	LAWRENCE CO. REGISTER O	I-072624	216-4653-960	CLOSING CO SATISFACTION 39 STEWART PARHAM	000000	60.00
		I-073024	216-4653-960	CLOSING CO REC FEE 7 STEWART - SCHRAMM	000000	30.00
		I-080724	216-4653-960	CLOSING CO REC FEE 52 VAN BUREN GREENLEE	000000	30.00
01-4086	TWIN CITY HARDWARE - GR	I-2407-006950	216-4653-962-04	SIDING GRANT 18 DENVER - DRUMMOND	000000	348.84
01-5051	SODAK TITLE	I-OE-0377-24	216-4653-960	CLOSING CO 299 WILLIAMS LONG	000000	120.00
		I-OE-0378-24	216-4653-960	CLOSING CO 23 CENTENNIAL OWENS	000000	120.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 4,589.09
				FUND	216	REVOLVING LOAN
						TOTAL: 56,058.14

01/16/2024 3:17 PM  
 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0467	CULLIGAN OF THE BLACK H	I-0020533	602-4330-426	SUPPLIES (2) 5 GAL BOTTLE WATER FINAL/W	000000	6.00
01-0539	LEAD-DEADWOOD SANITARY	I-08/01/24 EQR	602-4330-422	PROFESSIONAL AUGUST EQR/WATER	000000	32,855.40
01-0828	USA BLUEBOOK	I-INV00430700	602-4330-426	SUPPLIES LAMOTTE DPD1A-1B-DPD3/WATER	000000	64.97
01-1235	BADGER METER, INC.	I-80164922	602-4330-422	PROFESSIONAL BEACON MBL HOSTING/WTR	000000	178.50
		I-80164922	602-4330-422	PROFESSIONAL USER ANNUAL LICENSE/WTR	000000	720.00
01-1266	WELLS PLUMBING & FARM S	I-1-1133429	602-4330-426	SUPPLIES SLYDE KING 2K WTRPRF FLASH/WTR	000000	88.48
01-1404	SD WATER & WASTEWATER A	I-MEMBER JASSMAN	602-4330-427	TRAVEL ANNUAL MEMBERSHIP JASSMAN/WTR	000000	20.00
01-1653	STURDEVANT'S AUTO PARTS	C-832033792	602-4330-426	SUPPLIES BATTERY CORE RETURN/WATER	000000	18.33-
		I-832033487	602-4330-426	SUPPLIES ENGINE-SYNTHETIC OIL/WATER	000000	67.38
		I-832033782	602-4330-425	REPAIRS HZ BATTERY/WATER	000000	179.37
01-3877	MUTUAL OF OMAHA	I-001738342816	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
01-4711	AMAZON CAPITAL SERVICES	I-1MQ9-L63P-4QTC	602-4330-426	SUPPLIES COLOR INK TANK REPLACEMENT/WTR	000000	16.62
		I-1NY1-9HMD-4V6V	602-4330-426	SUPPLIES METAL WALL CABINET/WATER	000000	79.99
01-4721	TOWEY DESIGN GROUP INC.	I-24-881	602-4330-422	PROFESSIONAL RAILROAD AVE WTR EXT/WATER	000000	4,352.96
01-5293	DAKOTA DRAIN DOCTOR	C-1023-CR	602-4330-422	PROFESSIONAL RVS.SALES TAX CHGD	000000	5.27-
		I-1023	602-4330-422	PROFESSIONAL CAMERA MAIN SEWER@SHOP/WATER	000000	90.27
					DEPARTMENT 330 WATER	TOTAL: 42,640.84
					FUND 602 WATER FUND	TOTAL: 42,640.84

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0684	NORTHWEST PIPE FITTINGS	I-1485276	603-4325-433	IMPROVEMENTS TRENCH DRAIN GRATE/SEWER	000000	84.50
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2011507	603-4325-433	IMPROVEMENTS MINI EXCAVATOR RENTAL/SEWER	000000	590.00
					DEPARTMENT 325 SEWER	TOTAL: 674.50
					FUND 603 SEWER FUND	TOTAL: 674.50



PACKET: 06735 8/20/24 - COMBINED  
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
01-3558	DEADWOOD HISTORY, INC.					
		I-32759	607-4580-426	SUPPLIES SD MAG-BH PIONEER-MIGHTY BOW/M	000000	1,300.84
		I-32764	607-4580-426	SUPPLIES TRIAL OF JACK MCCALL-BH PION/M	000000	122.50
		I-32766	607-4580-426	SUPPLIES CO-OP AD TRUE WEST SEPT-OCT/MM	000000	475.00
01-5069	MICROSOFT					
		I-G056262813	607-4580-422	PROFESSIONAL AZURE JULY 2024	000000	288.08
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	2,186.42
				FUND 607 HISTORIC CEMETERIES	TOTAL:	2,186.42

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5292	MILLS, SCOTT	I-20242407	610-3360-532	PARKING FINE REFUND CITATION 25696044/P&T	000000	55.00
01-5296	MOORE, CONNIE	I-202400814	610-3360-530	PARKING COMBI REFUND CITATION 256126327/P&T	000000	23.50
01-5297	BAYLERIAN, ADAM	I-20240807	610-3360-530	PARKING COMBI REFUND CITATION 256106354	000000	85.00
01-TOTH	TOTH, ASHLEY	I-202400729	610-3360-530	PARKING COMBI REFUND CITATION 256118422/P&T	000000	10.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 173.50
01-0418	BLACK HILLS PIONEER	I-646 - 2024	610-4360-423	PUBLISHING RESOLUTION 2024-15 /PKNG RATES	000000	12.13
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
01-0598	SUMMIT SIGNS AND SUPPLY	I-66015	610-4360-426	SUPPLIES NO CAMPERS SIGNS/P&T	000000	310.00
01-1331	SD MUNICIPAL LEAGUE	I-200001232	610-4360-427	TRAVEL SDML CONFERENCE - LUX / P&T	000000	140.00
01-3877	MUTUAL OF OMAHA	I-001738342816	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4766	IPS GROUP INC	I-INV100298	610-4360-422-02	PROFESSIONAL PEMS-PTMS FEES/P&T	000000	1,977.15
		I-INV100298	610-4360-422	PROFESSIONAL PEMS-PTMS FEES/P&T	000000	3,980.51
		I-INV99521	610-4360-426	SUPPLIES 7" PAPER ROLLS/P&T	000000	306.67
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 10,905.17
01-0186	ALPINE IMPRESSIONS	I-072524	610-4361-426	SUPPLIES CAPS WITH LOGO/TROLLEY	000000	445.00
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-0545	LYNN'S DAKOTA MART	I-003001221404	610-4361-426	SUPPLIES (2) 24PAK PURIFIED WATER/TROLL	000000	7.78
01-0832	MACK'S AUTO BODY, LLC	I-08/10/2024	610-4361-425	REPAIRS REPAIR B.KELLY 21 RAM PKUP/TRL	000000	1,478.00

01/16/2024 3:17 PM  
 PACKET: 06735 8/20/24 - COMBINED  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 361 TROLLEY DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI	I-08/13/2024	610-4361-426	SUPPLIES P.CASH REIMB.-TROLLEY MTG.	000000	24.01
01-1424	SOUTHSIDE SERVICE	I-07/31/24 STATEMENT	610-4361-426	SUPPLIES FUEL CHARGES FOR TROLLEY DEPT	000000	650.85
01-1543	ZEP SALES & SERVICE	I-9010086098	610-4361-426	SUPPLIES ZEP FORMULA 4358/TROLLEY	000000	337.78
01-1653	STURDEVANT'S AUTO PARTS	I-832034695	610-4361-426	SUPPLIES WINDSHIELD WASHER-HYDRAUL/TROL	000000	6.61
01-3060	QUIK SIGNS	I-46548	610-4361-426	SUPPLIES (2500) RACKCARDS/TROLLEY	000000	348.00
01-3877	MUTUAL OF OMAHA	I-001738342816	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4317	VIGILANT BUSINESS SOLUT	I-2831	610-4361-422	PROFESSIONAL TESTING	000000	293.05
01-4625	FIB CREDIT CARDS	I-FINANCECCD07/31/24	610-4361-426	SUPPLIES TROLLEY WORK SESSION	000000	23.99
		I-FINANCECCD07/31/24	610-4361-426	SUPPLIES TROLLEY WATER	000000	64.32
01-5069	MICROSOFT	I-G056262813	610-4361-422	PROFESSIONAL AZURE JULY 2024	000000	288.09
					DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL: 6,263.78
01-0429	BLACK HILLS ENERGY	I-POWER 07/26/24	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	25.84
01-0433	WELLMARK BLUE CROSS BLU	I-08/01/24	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-3151	KONE CHICAGO	I-871428809	610-4362-422	PROFESSIONAL JULY ELEV MAINT/RAMP	000000	185.54
01-3877	MUTUAL OF OMAHA	I-001738342816	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
					DEPARTMENT 362 BROADWAY GARAGE	TOTAL: 873.05
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 18,215.50

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2942	FIRST GOLD HOTEL					
		I- 7/25/2024	720-4000-429	OTHER DEPOSIT REFUND-3 WHEELER RALLY	000000	2,350.00
01-4953	MONSTERS OF DESTRUCTION					
		I-07/25/2024	720-4000-429	OTHER DEPOSIT REFUND-6/29-30 EVENT	000000	2,115.00
01-5243	WO MOTORSPORTS LLC					
		I- 7/25/2024	720-4000-429	OTHER DEPOSIT REFUND - 7/6/24 EVENT	000000	2,350.00
DEPARTMENT 000 NON-DEPARTMENTAL						TOTAL: 6,815.00
FUND 720 DEPOSITS HELD						TOTAL: 6,815.00

PACKET: 06735 8/20/24 - COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-08/13/24	723-4000-429	OTHER CITY SLOTS - PYMT 2, YR 1	000000	32,386.36
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	32,386.36
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	32,386.36
					REPORT GRAND TOTAL:	1,040,625.59

PACKET: 06731 8-13-24 ADD'L BILL-AUTO CHOICE

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5294	AUTO CHOICE					
		I-08/06/24-2020	FORD 101-4520-434	MACHINERY/EQU 2020 FORD-#1FT8W3B65LEE35253	000000	39,189.00
		I-08/06/24-2020	FORD 101-4520-422	PROFESSIONAL EXTENDED SVC.AGREEMENT'20 FORD	000000	4,436.00
			DEPARTMENT 520	PARKS	TOTAL:	43,625.00
			FUND 101	GENERAL FUND	TOTAL:	43,625.00
				REPORT GRAND TOTAL:		43,625.00

# Proclamation

## *Celebrating 26 Years of Education: Recognizing September 2024 as Responsible Gaming Education Month*

WHEREAS, the **City of Deadwood's** casino gaming industry is an important part of the Deadwood community, having contributed greatly to Deadwood and South Dakota's economy and quality of life of our citizens by creating jobs, generating tax revenue to support historic preservation and tourism promotion and serving as a trusted community partner; and

WHEREAS, the gaming industry commits significant resources—both financial and people—to promote responsible gaming and combat problem gambling through employee training; consumer education, tools, and resources; and funding responsible gaming research.

WHEREAS, in 2024, the American Gaming Association and the Deadwood Gaming Association celebrates 26 years of highlighting responsible gaming and promote responsible gaming nationwide for employees, customers and the Deadwood community.

WHEREAS, Responsible Gaming Education Month 2024—in September— brings together the gaming industry, advocacy groups, regulators and other key stakeholders to promote transparency and gaming literacy.

NOW, THEREFORE, I, **The Honorable David R. Ruth, Jr., Mayor** of the City of Deadwood, do hereby proclaim September 2024 as Responsible Gaming Education Month. Given, this the 19th day of August, 2024.

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**David R. Ruth, Jr., Mayor**



## POSITION DESCRIPTION

### FIRE CHIEF

#### **GENERAL PURPOSE**

Plans, directs, supervises, and coordinates the activities of the Deadwood Volunteer Fire Department in the performance of duties to provide fire prevention and suppression services, rescue services, and other services relating to the protection of lives and property.

#### **SUPERVISION RECEIVED**

Works under the general direction of the City Commissioners and the Deadwood Volunteer Fire Department membership who review work for effectiveness in conformance to established policy.

#### **SUPERVISION EXERCISED**

Supervises a small number of regular employees and a large number of volunteers. May assume command as Incident Commander under the Incident Command System.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Develops policies, goals, and objectives related to the Fire Department for approval by the City Commissioners and the Deadwood Volunteer Fire Department membership reviews work plans; assists the City Commission in the development of the annual budget and in preparation of operational reports.

Participates in the selection of new employees and recommends appointments of volunteer firefighters; conducts periodic performance reviews of subordinates; provides general and specific guidance, training, and discipline for subordinate employees; plans and supervises the activities of personnel in providing emergency services.

Responds to fires and other emergency calls and may assume command of personnel, volunteers and equipment at the scene; assures 24-hour on call command officer coverage in his absence.

Develops and implements a program of in-service training for all Fire Department personnel and volunteers; attends conferences, schools and various meetings to keep abreast of new developments in fire fighting, fire prevention, rescue, training and administration.

Confers with agents of other governmental jurisdictions, with the Insurance Services Office, and the office of the State Fire Marshal; coordinates mutual aid with other fire agencies.



Directs the maintenance of records of fire calls and fire losses; directs investigations to determine cause and origin of fires and assists with prosecutions necessary; assists in enforcing fire codes and other laws, ordinance, and regulations.

Assists in developing and implementing a fire hazard abatement program.

Assists in developing a fire evacuation plan for residents and visitors and integrates it into the area disaster operation plan.

Assures the proper maintenance and operation of all fire fighting and other emergency equipment; recommends to the City Commission the replacement of existing equipment and the acquisition of new equipment as part of the budget process.

Supervises all training and inspection program for all Deadwood Volunteer Fire Department personnel to assure the safety of the workplace.

Directs performance of hazard assessments and training for property of owners to reduce fire hazards.

Works with City Commission and property owners to make Deadwood a Fire Wise Community.

Works with other City Departments, government agencies, insurance providers, and policy holders.

Directs research and applications for grants when available.

Directs and supervises fund raising for the Deadwood Volunteer Fire Department.

**PERIPHERAL DUTIES**

None.

**DESIRED MINIMUM QUALIFICATIONS:**

**EDUCATION AND EXPERIENCE**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

**NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

Thorough knowledge of the principles and practices of organization and management of fire departments and the demonstrated ability to implement them in a volunteer fire department setting; familiarity with advanced methods, practices, and techniques of fire suppression, fire prevention, and code enforcement; familiarity with federal and state regulations regarding the fire service and safety in the workplace; familiarity with fire and building codes, fire insurance rating standards, fire and evacuation planning and water supply needs for fire protection.

Ability to work harmoniously with other employees; make decisions independently in accordance with established policy; use initiative and judgment in planning, organizing, and supervising others in the completion of tasks and responsibilities with only general instruction and guidance; use tact and judgment when dealing with the public; communicate effectively orally and in writing.

### **SPECIAL REQUIREMENTS**

Must possess a valid South Dakota Driver's License.

### **TOOLS AND EQUIPMENT USED**

Emergency Vehicles, Telephone, Radio, Personal Computer, Copier, Fax Machine

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

Operates emergency vehicles (fire trucks, ambulances, etc.) and other City/County vehicles

Must be able to carry, push, pull reach and lift equipment and parts weighing up to 50 pounds.

Stoops, kneels, crouches, crawls and climbs during emergency work; stands and walks for extended time periods; works in an environment with exposure to smoke, dust, dirt and significant temperature changes between cold and heat; hearing and vision within normal ranges.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

### **SELECTION GUIDELINES**

Formal application, rating of education and experience, oral interviews and reference check; job related tests may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

## FUNCTIONAL JOB DESCRIPTIONS

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

Position: Volunteer Fireman

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

Physician Approval: \_\_\_\_\_

Date Developed: 03/25/05 Revisions: \_\_\_\_\_

### PHYSICAL DEMANDS

Note: In terms of an eight hour workday. Scheduled maintenance only. Event driven schedule.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 - 10 HOUR DAY	COMMENTS
Sit	1		Event Driven
Stand	4+		Event Driven
Walk	4+		Event Driven

Occasionally = 1% - 33%      Frequently = 34% - 66%      Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			In/Out Fire Trucks
Reach		X			

Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

**PHYSICAL DEMANDS**

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds			
Lift (pounds)	75 pounds			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicle
Simple hand grasping	X	X	
Firm hand grasping	X	X	Hoses
Fine manipulating	X	X	

**SENSORY PERCEPTIONS**

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.		X	
Color Perception		X	
Depth Perception	X		

Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		All firefighting PPE, Respirators, HPD, gloves, suits.
Correctable vision to 20/40 Near/Far	X		

**ESSENTIAL FUNCTIONS**

<b>WORKING CONDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		

Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

**MENTAL DEMANDS**

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict		X	
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.		X	
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.		X	

<b>Communication Skills:</b> Develop written communications requiring grammar skills. Interact with customers on an explanatory basis. Interact with groups of people.	X		
<b>Math Skills:</b> Basic skills of addition, subtraction, and multiplication. Advanced math skills.	X		X
<b>Reading Skills:</b> Basic instructions material Technical information	X X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT  
for FIRE CHIEF**

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

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

\_\_\_\_\_  
Date





---

Hello,

Please consider this letter the official request for disbursement of \$3,500 to Northern Hills Alliance for Children from the City of Deadwood. Thank you for your support of our community's youngest citizens.

All the best,

Kaylee Linn-Wellford, Director of NHAC

**Northern Hills Alliance for Children**  
**First Step Childcare Center & Preschool**  
**753 Main Street, Deadwood SD 57732**  
**605-559-2007**  
[www.nhfirststep.com](http://www.nhfirststep.com)



**Lead / Deadwood Ministerial Association**  
**P.O. Box 672**  
**Lead, South Dakota 57754**

August 8, 2024

City of Deadwood  
City Hall  
108 Sherman Street  
Deadwood, SD 57732

Attn: Deadwood City Commission

Dear Commissioners,

Approximately, two years ago the Deadwood City Commission awarded the Lead / Deadwood Ministerial Association \$5,000, from the city Social Programming program. These funds, along with the local churches, have in the past two years helped individuals and families who have been in destitute situations. Many have been locals from Lead and Deadwood, and many guests of our cities, who have found themselves in need, be it food, gas, and/or housing. We have used the funds wisely. Unfortunately, we have pretty well drained our coffers at this time.

It is for this reason; we are asking if another \$5,000 might be made available to our association, to continue the task has been set before us. We sincerely thank you for your consideration.

Sincerely,



Fr. Michael Johnson  
Lead / Deadwood Ministerial Association

**RESOLUTION NO. 2024-18  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

Model - B2-48  
Serial - 102861  
Volts- 36  
Vehicle Weight- 1,889  
GVW- 2,237- Rated Capacity - 3,000  
Make- Taylor Dunn  
Currently - Don't Run would need to be hauled off  
Year- 1980  
Fuel - Gas  
Color - Red

Dated this 19th day of August, 2024.

City of Deadwood

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

ATTEST:

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



## Deadwood Volunteer Fire Department

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

Date: August 13, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Six Motorola Pager/Radios

The Fire Department is requesting the purchase of six (6) Motorola Radio/Pagers at a cost of \$445.00 each with batteries. The total will not exceed \$2700.00 with installation. This is a budgeted item for the year 2024. The radio/pagers will be purchased from Western Communications in Rapid City.

Thank you for your time and consideration.

Regards

A handwritten signature in black ink, appearing to read "Alex L. Hamann".

Alex L. Hamann  
Deadwood Volunteer Fire Chief

**Western Communications Inc**  
**3106 S. Hwy 79**  
**Rapid City, SD, 57701**

Quote No.

Phone 800-286-7885 605-342-7885 Fax 605-348-6664 [sandy@wescomm.com](mailto:sandy@wescomm.com)

**QUOTE**

**Customer**

Name Deadwood FD  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

**Misc**

Date 8/2/2024  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
6	SL300 portables/pagers Includes: radio unit, battery, antenna, drop in charger, carry holder and a 2 year warranty.	\$ 425.07	\$ 2,550.42
4	Motorola Minitor V batteries	\$ 24.29	\$ 97.16
1	After market Minitor V battery	\$ 18.29	\$ 18.29

SubTotal \$ 2,665.87

Shipping \_\_\_\_\_

**Payment**

Select One...

Comments \_\_\_\_\_  
 Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Tax Rate(s)

<b>TOTAL</b>	<b>\$ 2,665.87</b>

Office Use Only

*Quote good for 30 days unless otherwise specified.*

Deadwood City

AT 56 Dunlop Ave.

For APRON Panels:

Pour + Finish:

installing  $\frac{1}{2}$ " Rebar:

with Fiber Bar:

CONCRETE M-6

\$2,983<sup>00</sup>





P.O. Box 861 | Spearfish, South Dakota 57783  
6056416339 | bhreewise@gmail.com | www.bhreewise.com

**RECIPIENT:**

**City of Deadwood - Public Works**  
108 Sherman Street  
Deadwood, South Dakota 57732

**Invoice #1222**

Issued Aug 06, 2024  
Due Aug 21, 2024

**Total \$3,600.00**

Account Balance \$3,600.00

**Tree Care Invoice**

Product/Service	Description	Qty.	Unit Price	Total
Tree Removal	Hazardous removal of large split pine tree next to structures and fence, haul away all material	1	\$3,600.00	\$3,600.00

Thank you for your business. Please contact us with any questions regarding this invoice.

EIN 83-2445826

Subtotal	\$3,600.00
Tax Exempt (0.0%)	\$0.00
<b>Total</b>	<b>\$3,600.00</b>
Account balance	<b>\$3,600.00</b>

**Pay Now**

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
TEMPLE CONSTRUCTION RE: 85 CHARLES STREET  
FOUNDATION WORK**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Temple Construction with its principal place of business located at 745 N. 8<sup>th</sup> Street, Spearfish, SD 57783, hereinafter referred to as “CONTRACTOR;”

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, foundation repair located at 85 Charles Street in strict accordance with the Contract Documents, attached hereto as Exhibit A, as defined herein, within the time set forth herein; and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

**WHEREAS**, CITY is the owner of the property at 85 Charles Street on which the foundation is situated;

**WHEREAS**, CITY has accepted the quote from CONTRACTOR and provides compensation in the amount of Eighty-One Thousand Six Hundred Fifty-One and 00/100 Dollars (\$81,651.00), for the services set above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide foundation repair work located at 85 Charles Street;
3. CONTRACTOR shall determine erection procedures and sequence to ensure safety of the building and its components during construction, including but not



limited to the addition of necessary shoring, sheeting, temporary bracing and accompanying footings, guys or takedowns;

4. Any discrepancies found by CONTRACTOR shall be brought to the attention of the engineer before proceeding with the affected part of the work;
5. CONTRACTOR shall follow all design codes and loads set forth in Exhibit A;
6. CONTRACTOR shall be responsible for all applicable permitting, however, there will be no permit fee;
7. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
8. CONTRACTOR shall keep driveway and entrances serving the premises clear and available for emergency vehicles at all times and will not use these areas for parking or storage of materials;
9. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
10. CONTRACTOR shall be responsible for any damages to any utilities caused by its project operations;
11. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
12. CONTRACTOR shall fully execute the work described in the Contract Documents;
13. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. All work shall be done in a professional workmanlike manner;
  - b. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
  - c. All work is to be completed in accordance with existing building codes;

- d. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
- e. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- f. Contractor 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 CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

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

CITY OF DEADWOOD

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

ATTEST:

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

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

TEMPLE CONSTRUCTION

By: \_\_\_\_\_  
Max Temple  
Its: Owner

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared Max Temple, the owner of Temple Construction and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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



## **Deadwood Volunteer Fire Department**

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

Date: August 15, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Fire Grant from Independent Insurance Agents

The Fire Department is requesting permission to put in for a grant for up to \$7500.00 from the Independent Insurance Agents for fire equipment.

Thank you for your time and consideration.

Regards

Alex L. Hamann  
Deadwood Volunteer Fire Chief



# Deadwood Volunteer Fire Department

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

Date: August 14, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Training course in Rapid City

The Fire Department is requesting permission for Melaine Bond to travel to Rapid City on August 28, 2024, to attend a Salamander refresher course. This class is for the issuance of South Dakota identification cards for people who are involved in emergency services. We are also requesting a lunch per diem for Bond. Bond will travel with Charles Fetter in a Fire Department vehicle.

Thank you for your time and consideration.

Regards

A handwritten signature in black ink, appearing to read "Alex L. Hamann".

Alex L. Hamann  
Deadwood Volunteer Fire Chief

## NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, September 12, 2024, to complete the **“Repair of City Retaining Wall located at 52 and 48 Taylor Avenue”** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on September 16, 2024 at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

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

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

Bids will be sealed and marked **Retaining Wall Project – 52 & 48 Taylor Avenue**, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 19th day of August, 2024.

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Jessicca McKeown  
City of Deadwood Finance Officer

Publish Black Hills Pioneer: August 29, 2024 and September 5, 2024

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

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

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 August 19, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Angels Uncorked, LLC, 732 Main Street, Kennedy & Cameron Addition, Lot 3A, Block 1  
Deadwood, Lawrence County, South Dakota.

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

Dated this 5th day of August, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – August 8, 2024

For any public notice that is published one time:

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

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 19, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Nugget Saloon, 604-610 Main Street, Lots 20, 22, 24, 26, 26A, and Lot 403B, Probate Lots 293 and 392, Deadwood, Lawrence County, South Dakota.

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

Dated this 5th day of August, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – August 8, 2024

For any public notice that is published one time:

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



**NOTICE OF PUBLIC HEARING  
PUPPY POKER RUN  
STREET PARKING**

**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 August 19, 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:

**Main Street Parking:**

Main Street parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 10:00 p.m. on Sunday, September 1, 2024.

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.

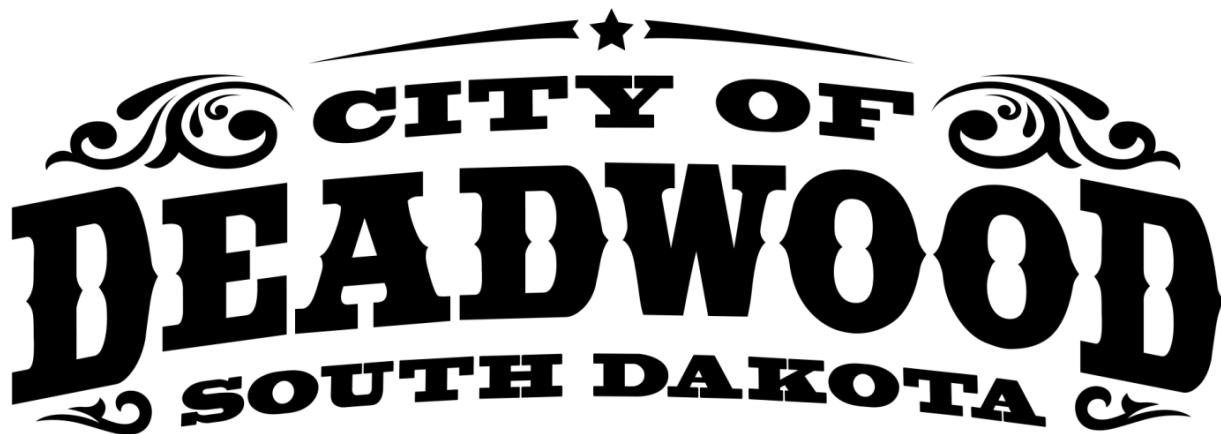
Dated this 5th day of August 2024.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: August 8, 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

Puppy Poker Run

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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: PuppyPokerRun

September 1st, 2024 Total Anticipated Attendance: 100-150

(month, day, year) (# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 10am AM / PM (to): 8pm AM / PM

Location / Staging Area: \_\_\_\_\_

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_

- 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: Saloon #10

Chief Officer of Organization (NAME): Charlie Mook

Applicant (NAME): Charlie Mook Business Phone: (605) 641-4847

Address: 657 Main St. Deadwood SD 57732  
(city) (state) (zip code)

Daytime phone: (605) 641-4847 Evening Phone: ( ) Fax #: ( )

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

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

Address: 657 Main St. Deadwood SD 57732  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Charlie Mook Pager/Cell #: 605-641-4847

**(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): \$25 per bike \$40 per couple  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 poker run that will be raising money for the Sacred Mt. Service Dog Program. Registration is at Deadwood Custom Cycles from 10:00 am- 12:00pm We will be leavin DCC. Our last stop is at Saloon #10 and we are requesting bike parking on the South side of Main St. from 5:00pm-9:00pm from Lee St. to Wall St.

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**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 type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> | <input 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: 0                      Trash Containers w / lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: \_\_\_\_\_  
\_\_\_\_\_

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

**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
N/A

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
N/A

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

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

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

## 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: \_\_\_\_\_

\_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES



Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
**Posters and Social Media**

\_\_\_\_\_

NO YES



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

\_\_\_\_\_

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

NAME: Charlie Mook

PHONE: 605-641-4847

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: 657 Main St. Deadwood SD 57732  
(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): Charlie Title: Mook

\_\_\_\_\_  
Date: 07/23/2024

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
FOR WO MOTORSPORTS & FREESTYLE MOTOCROSS EVENT  
OPEN CONTAINER, USER FEE**

**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 August 19, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Saturday, September 7, 2024: Relaxation of Open Container Ordinance at the Event Complex from 4:00 p.m. to 10:00 p.m.

**Exception to User Fees Ordinance – Event Complex**

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, September 4 through Sunday, September 8, 2024. Surcharge will be applied.

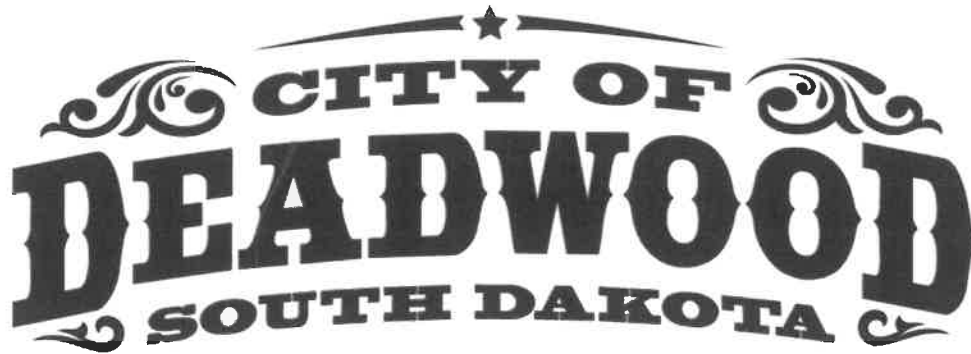
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 5th day of August, 2024.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: August 8 , 2024

For any public notice that is published one time:  
Published once at the total approximate cost of \_\_\_\_\_.



## Event Complex Rental and Use Agreement

**Event:** Wo Motorsports Arenacross Race

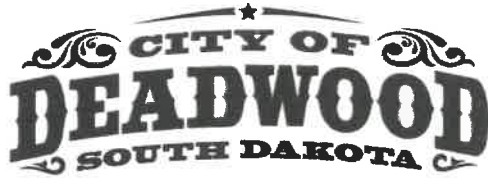
**Date of Event:** 09/07/2024

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce  
501 Main Street  
Deadwood, SD 57732  
605-578-1876

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Outdoor Event Complex  
Deadwood, SD 57732

# Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross Race Series

**Contact Information:**

Name of Applicant: James Carter

Business/Organization: WO Motorsports Arenacross Race Series

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City

Business Phone: 6054152371 Cell Phone: \_\_\_\_\_

Email Address: James@carterfm.com

**Dates Event Complex requested:**

Set up Date(s): 09/04/2024 Hour(s): \_\_\_\_\_

Event Date(s): 09/07/2024 Hour(s): \_\_\_\_\_

Clean-up Date(s): 09/08/2024 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 1500

I am applying to use the:  
*(Please check property requested)*

- Ticket Booth
- Main Grandstand Concession
- Crow's Nest
- Main Grandstand Restrooms
- VIP Grandstand
- Baseball Field(s)
- Baseball Field Restrooms
- Arena and Corral Areas
- Venue Seating
- Parking Lots
- Pyrotechnics
- Open Container

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

# Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross Race Series

**Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://www.cityofdeadwood.com) or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

**Additional contacts:**

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Bad Lands Security Title: \_\_\_\_\_

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

Name: Depot Music Title: \_\_\_\_\_

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

Name: Black Hills Vacations Title: \_\_\_\_\_

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

Name: Cadillac Jacks Gaming Resort (Liquor Sales) Title: \_\_\_\_\_

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

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

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

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

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

# Deadwood Event Complex Rental and Use Agreement

**Renter Type:**     For-Profit     Private     Non-Profit     Government

(Check One)    *Categories above defined in the Complex Guidelines and Information Sheet*

**Rental Fees:**

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

**Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.**

**Damage Deposit (Refundable):** \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies.**

**A Streaming Fee of \$250 per Event applies IF USED.**

**Deposit must be received before application can be approved.**

**City reserves the right to bill for additional fees if damages exceed deposit amount.**

**Key Deposit (One Key or All Keys) (Refundable):** \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

**Fees**

**Request to Waive Complex Fees**

**Refundable Deposits**

Event Complex Facilities    \$ \_\_\_\_\_

Baseball Fields    \$ \_\_\_\_\_

Parking Lots    \$ \_\_\_\_\_

Cleaning/Trash Removal    \$ 250

Streaming    \$ \_\_\_\_\_

Admin Fee    \$ \_\_\_\_\_


**Total Fees**    \$ 2,500.00

Key Deposit    \$ 100

Damage Deposit    \$ 2500

**Total Deposits**    \$ 2600

Organization: WO Motorsports Arenacross Race Series

Signature:     Date: 07/10/24

**Office Use Only:**

Date Fees Paid: **July 11**

Date Deposit Paid: **July 11**

Fees Still Owed: \_\_\_\_\_

## Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials JC

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials JC

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.

Initials JC

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials JC

5. The user is responsible for removal of trash and placing in a dedicated area. All trash must be bagged.

Initials JC

6. I understand and agree: (Please Check Box for your Acknowledgement)

- A person in charge of the event must be in attendance at all times during the event.  
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.



- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.
- A person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- All exits cannot be blocked during the event.
- Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials JC

## 7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials JC

\*\*Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor's license.

## Insurance and Liability

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### Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

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### NOTE:

*High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.*

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The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

# Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner

Signature:  Date: 07/10/24

# Event Sponsor – Release and Indemnification Agreement

***This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.***

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Motocross Racing

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Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Yes

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Initials JC

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES  NO

Initials JC

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials JC

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials JC

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials JC

F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials JC

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials JC

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials JC

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials JC

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner

Signature:  Date: 07/10/24

## Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

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By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

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By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

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**I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

# Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

**I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.**

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

# City of Deadwood Building Rental Rules

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:


- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
  - Sweep floors & mop spills and wipe down countertops
  - Empty trash in building & dispose of in receptacles outside
  - Take down any and all decorations and remove tape
  - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: WO Motorsports Arenacross Race Series

Name: James Carter

Title: Owner/Promoter

Signature: 

Date: 07/10/24



## Event Complex Parking Requirements

\*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
  1. Estimated attendance including Staff, spectators, and/or participants
  2. Parking Lots requested and location of proposed attendants
  3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
  - One Attendant located at the gate during the event at all times
  - One additional attendant for every 500 spectators or contestants
    - \*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.

Organization: WO Motorsports Arenacross Race Series

Name: James Carter

Title: Owner/Promoter

Signature: 

Date: 07/10/24

### Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

**I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.**

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner/Promoter

Signature:  Date: 07/10/24

## Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

**YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

**NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: Cadillac Jacks Gaming Resort

Name: James Carter Title: Owner / Promoter

Signature: 

Dates/Times Alcohol will be served: 09/07/2024

5:30PM - 10:00PM

Business name who will be serving: Cadillac Jacks Gaming Resort

## Liquor Liability Insurance

This Insurance Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: Starr Insurance

Agent's Name: Amy Baily Policy Type: \_\_\_\_\_

Phone: 6056733799 Policy No.: \_\_\_\_\_

Address: 38 Mt Rushmore Rd Custer, SD

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood  
 Attn: Finance Office  
 102 Sherman Street  
 Deadwood, SD 57732.

## General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:  
 South Dakota Department of Revenue Office  
 445 East Capitol Ave  
 Pierre, SD 57501-3185  
 (605) 773-3311

Initials \_\_\_\_\_

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials \_\_\_\_\_

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials \_\_\_\_\_

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials \_\_\_\_\_

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner / Promoter

Signature:  Date: 07/10/24

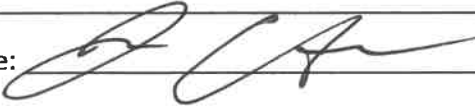
## Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner / Promoter

Signature:  Date: 07/10/24

## City of Deadwood Equipment and Services

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### Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

### Renter Reference Sheet

Renter/Organization Name: WO Motorsports Arenacross Race Series

**Requirements (If first time renter):**

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

**RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.**

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner / Promoter

Signature:  Date: 07/10/24

Daytime Phone Number: 6054152371

Date of your Event(s): 09/07/2024 Group/Event Name: WO Motorsports Arenacross Race Series



### Renter Reference Sheet

Renter/Organization Name: WO Motorsports Arenacross Race Series

**Requirements (If first time renter):**

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

**RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.**

Organization: WO Motorsports Arenacross Race Series

Name: James Carter Title: Owner / Promoter

Signature:  Date: 07/10/24

Daytime Phone Number: 6054152371

Date of your Event(s): 09/07/2024 Group/Event Name: WO Motorsports Arenacross Race Series

**NOTICE OF PUBLIC HEARING  
FOR WAIVER OF VENDING FEE, AND  
STREET CLOSURE  
FOR OKTOBERFEST EVENT**

**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 August 19, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 8:00 a.m. or soon thereafter as the matter may be heard, will consider the following request:

**Main Street Closure**

Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 5 from 9:00 a.m. to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp.

**Waive Vending Fees**

Request to waive vending fees and allow vending on public property on Saturday, October 5 from 9:00 a.m. to 10:00 p.m.

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

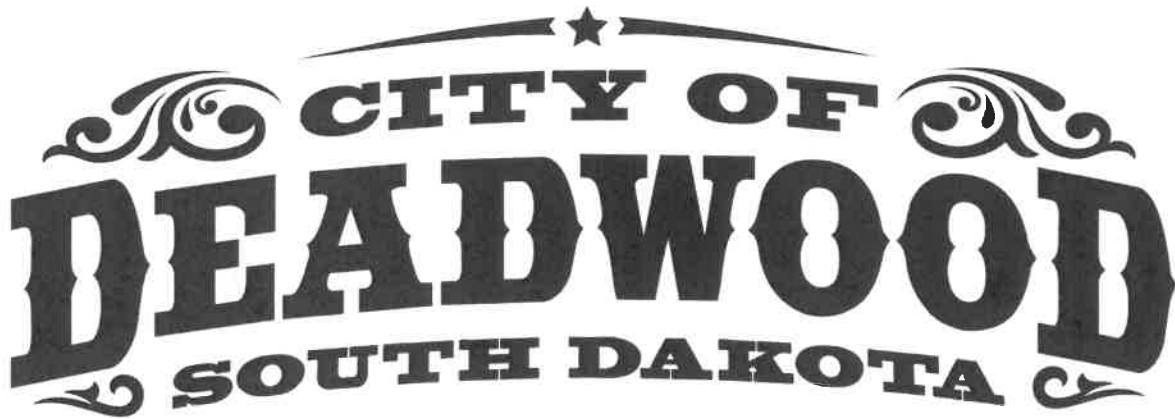
Dated this 5th day of August, 2024.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: August 8, 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

Addendum to Oktoberfest application 10/5/2024

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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 type="checkbox"/> Other			

Event Title: Oktoberfest

Event Date(s): 10/5/24 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

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

Actual Event Hours: (from: 9am AM / PM (to): 10pm AM / PM

Location / Staging Area: Between Wild Bill Bar and the Nugget

Set up/assembly/construction 9am Start time: 10am AM / PM

Please describe the scope of your setup / assembly work (specific details): See attached.

\_\_\_\_\_

Dismantle Date: 10/5/24 Completion time: 10pm 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: West side of street/Wild Bill Bar-Nugget

\_\_\_\_\_

- 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: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Sarah Kryger Business Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: PO Box 507 Deadwood, SD 57732  
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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: PO Box 507 Deadwood, SD 57732  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

**(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): \_\_\_\_\_  
Request to waive vendor fees  
\_\_\_\_\_  
\_\_\_\_\_



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: \_\_\_\_\_  
\_\_\_\_\_

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

### SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_

\_\_\_\_\_

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_

\_\_\_\_\_

**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: 11089 Snoma Rd Belle Fourche, SD 57717  
(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: \_\_\_\_\_

Business and street lighting

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 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: SJK

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: SJK

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: \_\_\_\_\_

**Chamber and Social media**

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## 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: \_\_\_\_\_

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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: \_\_\_\_\_

**Vendors**

**Request to waive banner fees**

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## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO      YES



Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

**Local**

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NO      YES



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

**Local**

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

NAME: **Amanda Kille**

PHONE: **605-578-1876**

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London  
 Agent's Name: Chris Roberts  
 Business Phone: (605) 578-3456 Policy Number: GP350GL003-2 Policy Type: GL  
 Address: PO Box 507 Deadwood, SD 57732  
(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): Sarah Kryger Title: Event Coordinator

Date: 7/11/25

(Signature of Applicant/Sponsoring Organization)

## Oktoberfest: 10/5/24

The Deadwood Chamber and the "Badlands Working Group" request additions to the original application submitted for Oktoberfest.

Between the already approved street closure hours of 9 a.m. to 6 p.m., the Badlands Working Group would like to request one-half of Main Street, on the West side of the street, between the area of the Oyster Bay/Wild Bill Bar and The Nugget, be allowed to be closed off through the use of barriers. The Working Group would request this to remain closed until 10 p.m.

One-way traffic would continue to be allowed down Main Street via Wall Street and the Parking Ramp. The barriers would force traffic into one lane, while still allowing vehicles to park to unload/load in front of the Celebrity Hotel and Mineral Palace; along with allowing a space on the west side of the street (Oyster Bay, Wild Bill Bar, Michelle's Tacos, Nugget, and retail shops) for barriers to be set up and separate an area on the street to allow pedestrian traffic for vendors and music. This area of Main Street is roughly 330 feet long.

Security is already in place during these street closures and Wall and Deadwood streets to assist traffic. Space would continue to be allowed for emergency vehicles parked at the west corner of Wall and Main Street.

During existing Main Street closures for events, the Badlands area of Deadwood lacks foot traffic. The Badlands Walking Group hopes to provide more to complement existing events.

**NOTICE OF PUBLIC HEARING  
WAIVER OF VENDING FEE, STREET CLOSURE  
FOR DEADWEIRD EVENT**

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 August 19, 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:

**Street Closure:**

Main Street closure from Wall to Deadwood Street on Saturday, October 26 from noon to 6:00 a.m. on Sunday, October 27, 2024. Previously approved on Saturday, October 26 from 4:00 p.m. to 6:00 a.m. Sunday, October 27.

Main Street from Deadwood to Pine Street will still be closed from 4:00 p.m. to 6:00 a.m. as approved.

**Main Street Closure**

Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 26 from noon to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp.

**Waive Vending Fees**

Request to waive vending fees and allow vending on public property on Saturday, October 26 from noon to 10:00 p.m.

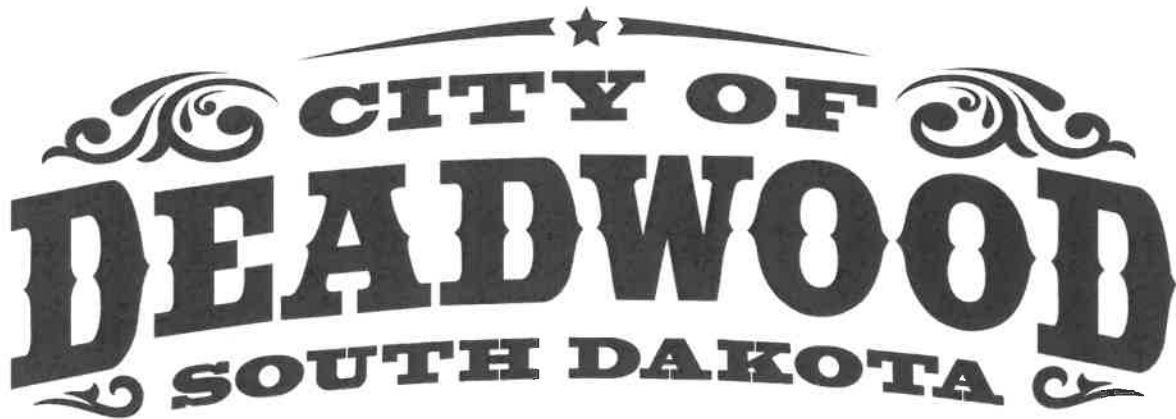
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 5th day of August, 2024.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: August 8, 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

Addendum to Deadweird application 10/26/2024

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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 type="checkbox"/> Other			

Event Title: Deadweird

Event Date(s): 10/26/24 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

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

Actual Event Hours: (from: Noon AM / PM (to): 10pm AM / PM

Location / Staging Area: Between Wild Bill Bar and the Nugget

Set up/assembly/construction Noon Start time: 1pm AM / PM

Please describe the scope of your setup / assembly work (specific details): See attached.

Dismantle Date: 10/26/24 Completion time: 10pm 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: West side of street/Wild Bill Bar-Nugget

- 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: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Sarah Kryger Business Phone: (\_\_\_\_) \_\_\_\_\_

Address: PO Box 507 Deadwood, SD 57732  
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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: PO Box 507 Deadwood, SD 57732  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

**(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): \_\_\_\_\_  
Request to waive vendor fees





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: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
\_\_\_\_\_

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
\_\_\_\_\_

**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: 11089 Snoma Rd Belle Fourche, SD 57717  
(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: \_\_\_\_\_

Business and street lighting

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 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: SJK

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: SJK

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: \_\_\_\_\_  
**Chamber and Social media**

**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: Noon AM / PM – Finish Time: 10pm 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: \_\_\_\_\_  
**Vendors**

**Request to waive banner fees**

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO YES  
  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
**Local**

NO YES  
  Will there be any live media coverage during your event? If **YES**, please explain:  
**Local**

Refer all event public inquiries and / or media inquiries for this event to:  
NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

**INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GP350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood, SD 57732

(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): Sarah Kryger Title: Event Coordinator



Date: 7/11/25

(Signature of Applicant/Sponsoring Organization)

## Deadweird:

The Deadwood Chamber and the "Badlands Working Group" request additions to the original application submitted for Deadweird.

Between the already approved street closure hours of 5 p.m. to 5 a.m. the Badlands Working Group would like to request one-half of Main Street, on the West side of the street, between the area of the Oyster Bay/Wild Bill Bar and The Nugget, be allowed to be closed off through the use of barriers. The Working Group would request this area be closed at noon instead of 5 p.m.

One-way traffic would continue to be allowed down Main Street via Wall Street and the Parking Ramp. The barriers would force traffic into one lane, while still allowing vehicles to park to unload/load in front of the Celebrity Hotel and Mineral Palace; along with allowing space on the west side of the street (Oyster Bay, Wild Bill Bar, Michelle's Tacos, Nugget, and retail shops) for barriers to be set up and separate an area on the street to allow pedestrian traffic for a coffin race, vendors and music. This area of Main Street is roughly 330 feet long.

Security is already in place during these street closures and Wall and Deadwood streets to assist traffic. Space would continue to be allowed for emergency vehicles parked at the west corner of Wall and Main Street.

During existing Main Street closures for events, the Badlands area of Deadwood lacks foot traffic. The Badlands Walking Group hopes to provide more to complement existing events.

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

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## FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

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**Date:** August 21, 2024

**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
Leah Blue-Jones, Zoning Coordinator

**To:** Planning & Zoning Commission / City of Deadwood Board of Adjustment

**RE:** Conditional Use Permit – Specialty Resort

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**APPLICANT(S):** Aaron Sternhagen

**PURPOSE:** Conditional Use Permit – Specialty Resort

**ADDRESS:** 21 Lincoln Avenue  
Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lots 1, 2, 3 and adjoining vacated alley and the southeasterly 10 feet of Lots 12, 13 and 14, in Block 42, according to the P.L. Rogers Map of the City of Deadwood, Lawrence County, South Dakota.

**ASSESSORS NO.:** Parcel # 30025-04200-030-000

**RE: Request for Conditional Use Permit**

WHEREAS the above application for a Conditional Use Permit for a Specialty Resort in the R1 – Residential zoning district came before the Deadwood Planning and Zoning Commission on Wednesday, May 1, 2024. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a Specialty Resort at 21 Lincoln Avenue, as recommended by the Planning and Zoning Commission, on Monday, May 20, 2024.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised

Findings of Fact and Conclusion – Conditional Use Permit  
21 Lincoln Avenue  
August 21, 2024

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in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

### **FINDINGS OF FACT AND CONCLUSION**

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- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use would occur.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned R1 - Residential. The area near the subject property consists of single and multi-family dwellings.
- The use, as proposed, would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the area.
- The granting of the Conditional Use Permit would not increase the proliferation of non-conforming uses. Use is expressly allowed in the R1 – Residential zoning district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a Conditional Use Permit for a Specialty Resort. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with the following conditions:
  1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
  2. Proof of a state sales tax number has been provided to the Planning and

Findings of Fact and Conclusion – Conditional Use Permit  
21 Lincoln Avenue  
August 21, 2024

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Zoning Office for their files.

3. The Building Inspector has inspected the building to ensure all building codes are met.
4. City water and sewer rates have been changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes.
6. A City of Deadwood Business License has been obtained.
7. A Lodging License from the South Dakota Department of Health has been obtained.
8. All parking shall be off street.
9. The Conditional Use Permit has been in effect since the successful sale of the property occurred in June 2024.
10. The Specialty Resort must be owner occupied and the owner or owners representative must be on-site when guests are present.

**ATTEST:**

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

\_\_\_\_\_  
 David Ruth, Mayor  
 City of Deadwood  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 John Martinisko, Chairman  
 Planning and Zoning Commission  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 David Bruce, Secretary  
 Planning and Zoning Commission  
 Date: \_\_\_\_\_



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

**FINDINGS OF FACT AND CONCLUSION  
CONDITIONAL USE PERMIT**

**Date:** August 19, 2024  
**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
Leah Blue-Jones, Zoning Coordinator  
**To:** Planning and Zoning Commission / City of Deadwood Board of  
Adjustment  
**RE:** Conditional Use Permit – Bed and Breakfast Establishment

**APPLICANT(S):** Aaron Sternhagen  
**PURPOSE:** Conditional Use Permit – Bed and Breakfast  
**ADDRESS:** 25 Lincoln Avenue  
Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lots 12, 13 and 14, Block 42 in the City of Deadwood, Lawrence County, South Dakota, except the southeasterly 10 feet of Lots 12, 13 and 14 and one-half of the vacated alley, Block 42, previously conveyed to Dennis L. McKay and Linda M. McKay. Also that portion of Lots E, F, and G, Block 35 of Probate Lot 226 and sometimes referred to as Child’s addition to the City of Deadwood, quit claimed by Francis Caneva to Lawrence C. McKay, all according to the P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota.

**ASSESSORS NO.:** Parcel # 30025-04200-140-000

**RE: Request for Conditional Use Permit**

WHEREAS the above application for a Conditional Use Permit for a Bed and Breakfast Establishment in the R1 – Residential zoning district came before the Deadwood Planning and Zoning Commission on Wednesday, May 1, 2024. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a Bed and Breakfast Establishment at 25 Lincoln

Findings of Fact and Conclusion – Conditional Use Permit  
25 Lincoln Avenue  
August 21, 2024

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Avenue, as recommended by the Planning and Zoning Commission, on Monday, May 20, 2024.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

### **FINDINGS OF FACT AND CONCLUSION**

---

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use would occur.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned R1 - Residential. The area near the subject property consists of single and multi-family dwellings.
- The use, as proposed, would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the area.
- The granting of the Conditional Use Permit would not increase the proliferation of non-conforming uses. Use is expressly allowed in the R1 – Residential zoning district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a Conditional Use Permit for a Bed and Breakfast Establishment. The Deadwood Board of Adjustment

Findings of Fact and Conclusion – Conditional Use Permit  
25 Lincoln Avenue  
August 21, 2024

---

approved the request as recommended by the Planning and Zoning Commission with the following conditions:

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building to ensure all building codes are met.
4. City water and sewer rates have been changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes.
6. A City of Deadwood Business License has been obtained.
7. A Lodging License from the South Dakota Department of Health has been obtained.
8. All parking shall be off street.
9. The Conditional Use Permit has been in effect since the successful sale of the property occurred in June 2024.
10. The Bed and Breakfast must be owner occupied and the owner or owners representative must be on-site when guests are present.

**ATTEST:**

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

\_\_\_\_\_  
 David Ruth, Mayor  
 City of Deadwood  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 John Martinisko, Chairman  
 Planning and Zoning Commission  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 David Bruce, Secretary  
 Planning and Zoning Commission  
 Date: \_\_\_\_\_

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
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Fax (605) 722-0786



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

## **MEMORANDUM**

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**DATE:** August 19, 2024

**TO:** City Commission

**FROM:** Kevin Kuchenbecker, Historic Preservation Officer & Planning and Zoning Administrator

**RE:** Easement between City of Deadwood and Kraft Living Trust

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### **STAFF FINDINGS:**

The Permanent Utility and Private Access Easement between the City of Deadwood (Grantor) and Kraft Living Trust (Grantee) allows Grantee to enter and cross a twenty-four (24) foot wide section of real property owned by Grantor so that Grantee may access the driveway entrance to their property, as reflected in Plat 2024-01580.

Approved by Planning and Zoning Commission on July 3, 2024.

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### **RECOMMENDED ACTION:**

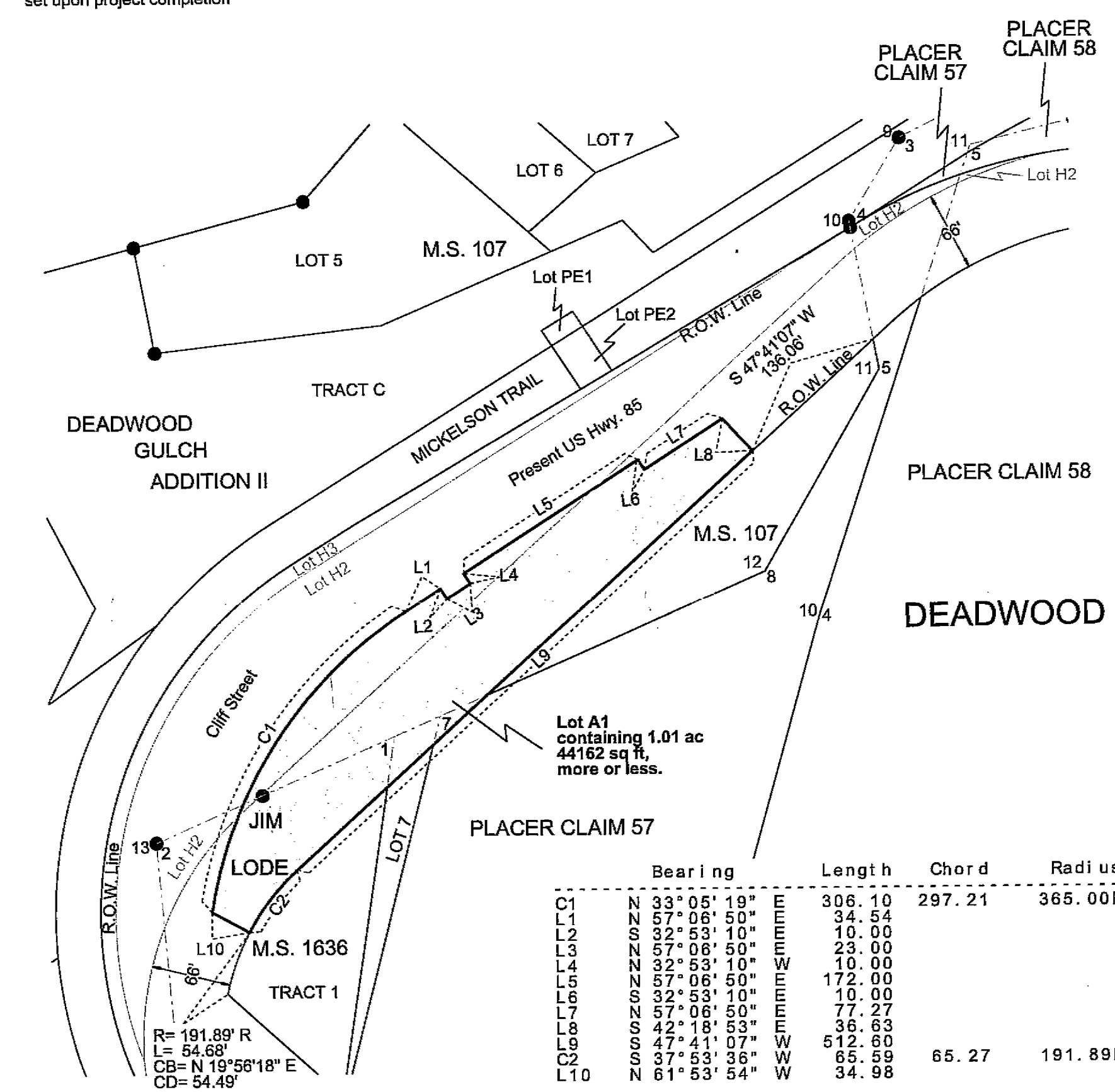
Approval /denial of the Permanent Utility and Private Access Easement

# PLAT OF LOT A1

in a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in Tract 1 of the Jim Lode Mineral Survey 1636; the 66 foot right-of-way of US Highway 85 in Lot 7 and Placer Claim 57 and a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in M.S. 107; all in Section 27 - Township 5 North - Range 3 East of B.H.M., in the City of Deadwood

LAWRENCE COUNTY, SOUTH DAKOTA  
 Showing a parcel of land to be transferred as public right of way in  
 for construction of Project NH-PH 0085(20)26  
 Scale: 1 inch = 100 feet

- LEGEND**
- ▨ = existing right of way
  - = found corner
  - = found corner (not used)
  - = set corner
- All monumentation will be set upon project completion



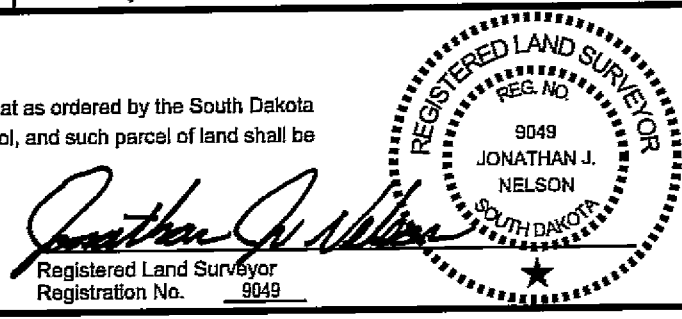
Note: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - North Zone NAD 83/96 epoch 2002.00 Geoid 03 SF = 0.99979051

Revised Date: 08/25/2017 CLS  
 Drawn By: Bronson Blow Date: 09/11/2013  
 Checked By: Jon Nelson Date: 08/28/2017

## SURVEYOR'S CERTIFICATE

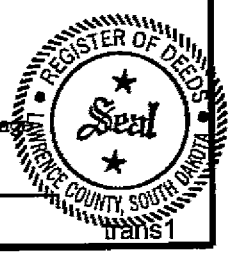
I, JONATHAN J. NELSON, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this 28<sup>th</sup> day of August, A.D., 20 17.



## OFFICE OF REGISTER OF DEEDS

State of South Dakota  
 County of Lawrence ss  
 Filed for record the 2<sup>nd</sup> day of October, A.D., 20 17, at 11:00 A.M., and recorded in Books of Plats 2017-4498 on Page 1  
 Fee: \$20.00 therein.  
Shereel L. Green Register of Deeds by Daouda Hansen Deputy



0555

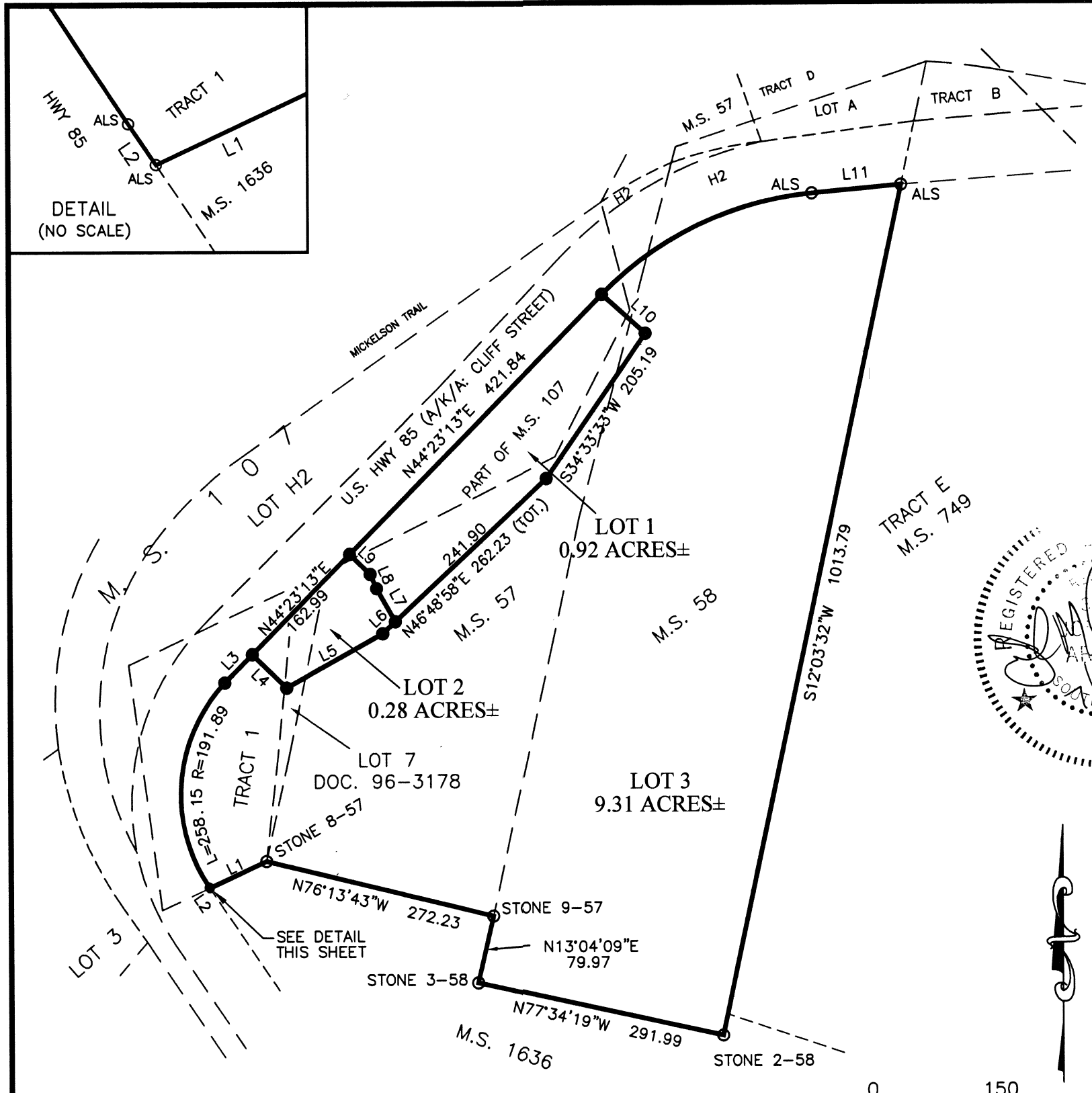
**DRAWING NUMBER**  
**2014-2567**  
 SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
 REORDER BY PART NUMBER 6552

**DRAWING NUMBER**  
**2014-2567**  
 SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
 REORDER BY PART NUMBER 6552

page 1 of 3

Section 10 Item c.

For Affidavit See Doc #2014-3196



**PLAT OF LOTS 1, 2 AND 3 OF KATON SUBDIVISION,  
 UTILITY AND PRIVATE ACCESS EASEMENTS;  
 FORMERLY TRACT 1 OF A PORTION OF  
 THE JIM LODE IN M.S. 1636, EXCEPT HIGHWAY R-O-W AND LOT H2;  
 PART OF M.S. 107, PART OF M.S. 58,  
 PART OF M.S. 57 AND PART OF LOT 7  
 ALL LYING SOUTH OF THE HIGHWAY RIGHT-OF-WAY,  
 ALL LOCATED IN THE SE1/4 OF SECTION 27, T5N., R3E., B.H.M.,  
 CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA**

LINE	BEARING	DISTANCE
L1	S64°51'24"W	73.05
L2	N33°55'39"W	1.36
L3	N44°23'13"E	45.91
L4	S45°36'47"E	55.79
L5	N60°45'42"E	128.63
L6	N46°48'58"E	20.33
L7	N29°15'54"W	44.31
L8	N23°51'25"W	18.33
L9	N45°36'47"W	33.38
L10	S47°56'08"E	68.20
L11	N84°40'40"E	104.54



**LEGEND:**

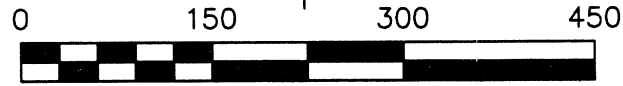
- SET REBAR AND CAP STAMPED ARLETH & ASSOC. LS 3977
- FOUND MONUMENT AS NOTED

**NOTES:**

1. TOTAL AREA PLATTED THIS PLAT: 10.51 ACRES±.  
 TOTAL AREA LOTS THIS PLAT: 10.51 ACRES±.  
 TOTAL AREA R-O-W THIS PLAT: 0.00 ACRES±.
2. 5' DRAINAGE AND UTILITY EASEMENTS HEREBY GRANTED ALONG BOTH SIDES OF ALL LOTLINES.
3. BASIS OF BEARING IS DEADWOOD COORDINATE SYSTEM.

SEE SHEET 2 OF 3 FOR EASEMENTS.

**OWNER/DEVELOPER:**  
 PAULA J. KATON, TRUSTEE  
 PO BOX 326  
 DEADWOOD SD, 57732.  
 1-605-578-3045



Doc #2014-2567 Page 1 of 3

	<b>PREPARED BY:</b> ARLETH LAND SURVEYING LLC	<b>24 CLIFF STREET</b> DEADWOOD, SD 57732 605-578-1637	<b>DATE:</b> JULY 2, 2014 <b>REV:</b> <b>SCALE:</b> 1" = 150'	<b>APPROVED:</b> JMA <b>DRAWN:</b> FD <b>DWG:</b> 8565 REPLAT.dwg
	SHEET 1 OF 3			

DRAWING NUMBER  
**2014-2567**

SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
REORDER BY PART NUMBER 6552

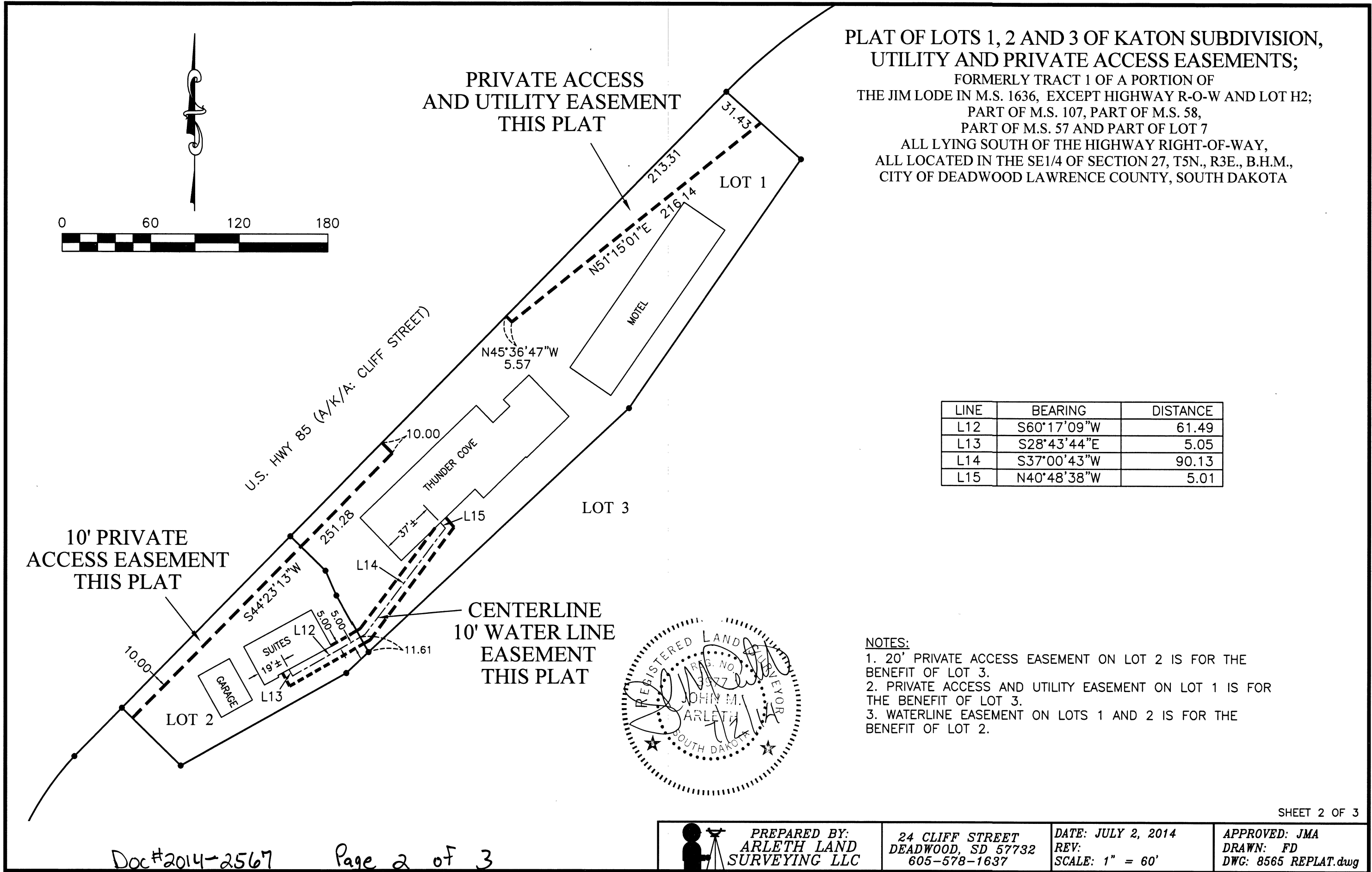
DRAWING NUMBER  
**2014-2567**

SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
REORDER BY PART NUMBER 6552

page 2 of 3

Section 10 Item c.

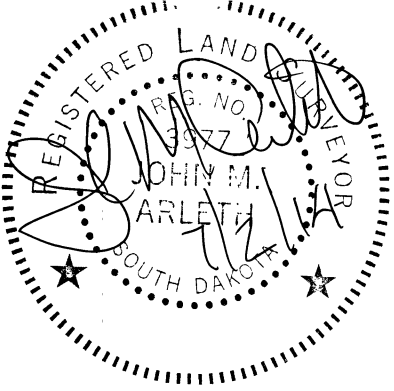
For Affidavit see Doc# 2014-3196



PLAT OF LOTS 1, 2 AND 3 OF KATON SUBDIVISION,  
UTILITY AND PRIVATE ACCESS EASEMENTS;  
FORMERLY TRACT 1 OF A PORTION OF  
THE JIM LODE IN M.S. 1636, EXCEPT HIGHWAY R-O-W AND LOT H2;  
PART OF M.S. 107, PART OF M.S. 58,  
PART OF M.S. 57 AND PART OF LOT 7  
ALL LYING SOUTH OF THE HIGHWAY RIGHT-OF-WAY,  
ALL LOCATED IN THE SE1/4 OF SECTION 27, T5N., R3E., B.H.M.,  
CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA

LINE	BEARING	DISTANCE
L12	S60°17'09"W	61.49
L13	S28°43'44"E	5.05
L14	S37°00'43"W	90.13
L15	N40°48'38"W	5.01

- NOTES:
- 20' PRIVATE ACCESS EASEMENT ON LOT 2 IS FOR THE BENEFIT OF LOT 3.
  - PRIVATE ACCESS AND UTILITY EASEMENT ON LOT 1 IS FOR THE BENEFIT OF LOT 3.
  - WATERLINE EASEMENT ON LOTS 1 AND 2 IS FOR THE BENEFIT OF LOT 2.



SHEET 2 OF 3

Doc#2014-2567 Page 2 of 3

	PREPARED BY: <b>ARLETH LAND SURVEYING LLC</b>	24 CLIFF STREET DEADWOOD, SD 57732 605-578-1637	DATE: JULY 2, 2014 REV: SCALE: 1" = 60'	APPROVED: JMA DRAWN: FD DWG: 8565 REPLAT.dwg

DRAWING NUMBER  
**2014-2567**

SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
REORDER BY PART NUMBER 6552

DRAWING NUMBER  
**2014-2567**

SAFCO PRODUCTS • NEW HOPE, MINNESOTA  
REORDER BY PART NUMBER 6552

For Affidavit See Doc # 2014-3196

PLAT OF LOTS 1, 2 AND 3 OF KATON SUBDIVISION,  
UTILITY AND PRIVATE ACCESS EASEMENTS;  
FORMERLY TRACT 1 OF A PORTION OF  
THE JIM LODE IN M.S. 1636, EXCEPT HIGHWAY R-O-W AND LOT H2;  
PART OF M.S. 107, PART OF M.S. 58,  
PART OF M.S. 57 AND PART OF LOT 7  
ALL LYING SOUTH OF THE HIGHWAY RIGHT-OF-WAY,  
ALL LOCATED IN THE SE1/4 OF SECTION 27, T5N., R3E., B.H.M.,  
CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, JOHN M. ARLETH, 24 CLIFF ST., DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.  
DATED THIS 7 DAY OF July, 2014.

*John M. Arleth*  
JOHN M. ARLETH, R.L.S. 3977

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
Paula J. Katon, Trustee, 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: Paula J. Katon, Trustee

OWNER: \_\_\_\_\_

ADDRESS: P.O. Box 326  
Deadwood, S.D. 57732

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 \_\_\_ DAY OF 7/2, 2014.

*Kolst E Nelson Jr.* CITY PLANNER  
*Jim Shedd* CHAIRMAN

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 7 DAY OF July, 2014.

ATTEST: *Mary Lovelace* FINANCE OFFICER  
*Charles Purcell* MAYOR



ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
ON THIS 8 DAY OF July, 2014, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Paula J. Katon KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY  
PUBLIC: Melody Nelson Deputy Auditor

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, Debra Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2013 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 8 DAY OF July, 2014.

LAWRENCE COUNTY TREASURER: Debra Tridle



APPROVAL OF HIGHWAY AUTHORITY

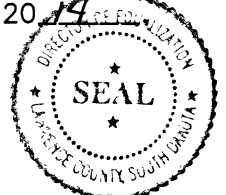
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: Ronald Green

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 8 DAY OF July, 2014.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: *Jim Hodson by Nancy Bodenstern*




OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
FILED FOR RECORD THIS 8<sup>th</sup> DAY OF July, 2014, AT 11:59 O'CLOCK, A.M., AND RECORDED IN DOC. 2014-2567.

LAWRENCE COUNTY REGISTER OF DEEDS: Sheree L Green

Fee \$60.00



 PREPARED BY: ARLETH LAND SURVEYING LLC	24 CLIFF STREET DEADWOOD, SD 57732 605-578-1637	DATE: JULY 2, 2014 REV:	APPROVED: JMA DRAWN: FD DWG: 8565 REPLAT.dwg
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Prepared by:  
Quentin L. Riggins  
Gunderson, Palmer, Nelson & Ashmore, LLP  
P.O. Box 8045  
Rapid City, SD 57709-8045  
(605) 342-1078

STATE OF SOUTH DAKOTA        )  
  ) ss        **PERMANENT UTILITY AND PRIVATE**  
  )        **ACCESS EASEMENT**  
COUNTY OF LAWRENCE        )

The City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732 (Grantor) hereby grants and conveys unto the Kraft Living Trust of 18786 Modjeska Road, Trabuco Canyon, CA 92679 (Grantee), a twenty-four (24) foot-wide Permanent Utility and Private Access Easement as shown on the attached Exhibit A, subject to the conditions hereinafter set forth.

The property owned by the Grantor and subject to this Permanent Utility and Private Access Easement is legally described as:

Lot A1 in a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in Tract 1 of the Jim Lode Mineral Survey 1636; the 66-foot right-of-way of US Highway 85 in Lot 7 and Placer Claim 57 and a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in M.S. 107; all in Section 27 – Township 5 North – Range 3 East of B.H.M., in the City of Deadwood.

These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to access the property owned by the Grantee and located at 1 Katon Drive, Deadwood, SD 57732 and legally described as:

Plat of Lot 3R-1 revised of Katon Subdivision formerly Lot 3R-1 of Katon Subdivision, Lot AB1 of Placer 58, Lot AB1 of Placer Claim 57 and Lot 1 of the subdivision of Tract E-1 being a portion of Placer M.S. 57, Placer M.S. 58 and Hillside Placer M.S. 749 located in the SE ¼ of Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota.

These easements will not interfere with Grantor’s ingress and egress to the property via the existing entrance to the property.

Grantee and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land

herein described that would interfere with the Grantor's rights hereunder.

Grantor shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor's property because of Grantee's actions will be restored to its original condition at Grantee's expense.

Dated this 29 day of July, 2024.

GRANTEE  
TRUSTOR, KRAFT LIVING TRUST

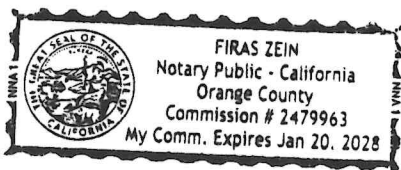
Cary Kraft  
Cary Kraft

STATE OF California )  
  ) ss  
COUNTY OF Orange )

On this, the 29<sup>th</sup> day of July, 2024, before me, the undersigned officer, personally appeared Cary Kraft, who acknowledged that he is the owner of above referenced property and executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)



Firas Zein  
Notary Public  
My commission expires: 01/20/28

Dated this 29 day of July, 2024.

GRANTEE  
TRUSTOR, KRAFT LIVING TRUST

Cynthia Kraft  
Cynthia Kraft

STATE OF CA )  
 ) ss  
COUNTY OF Orange )

On this, the 29 day of July 2024, before me, the undersigned officer, personally appeared Cynthia Kraft, who acknowledged that she is the owner of above referenced property and executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)



Firas Zein  
Notary Public  
My commission expires: 01/20/28

CITY OF DEADWOOD

\_\_\_\_\_  
DAVID R. RUTH JR., MAYOR  
CITY OF DEADWOOD

\_\_\_\_\_  
DATE

STATE OF SOUTH DAKOTA )  
 ) ss  
COUNTY OF LAWRENCE )

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

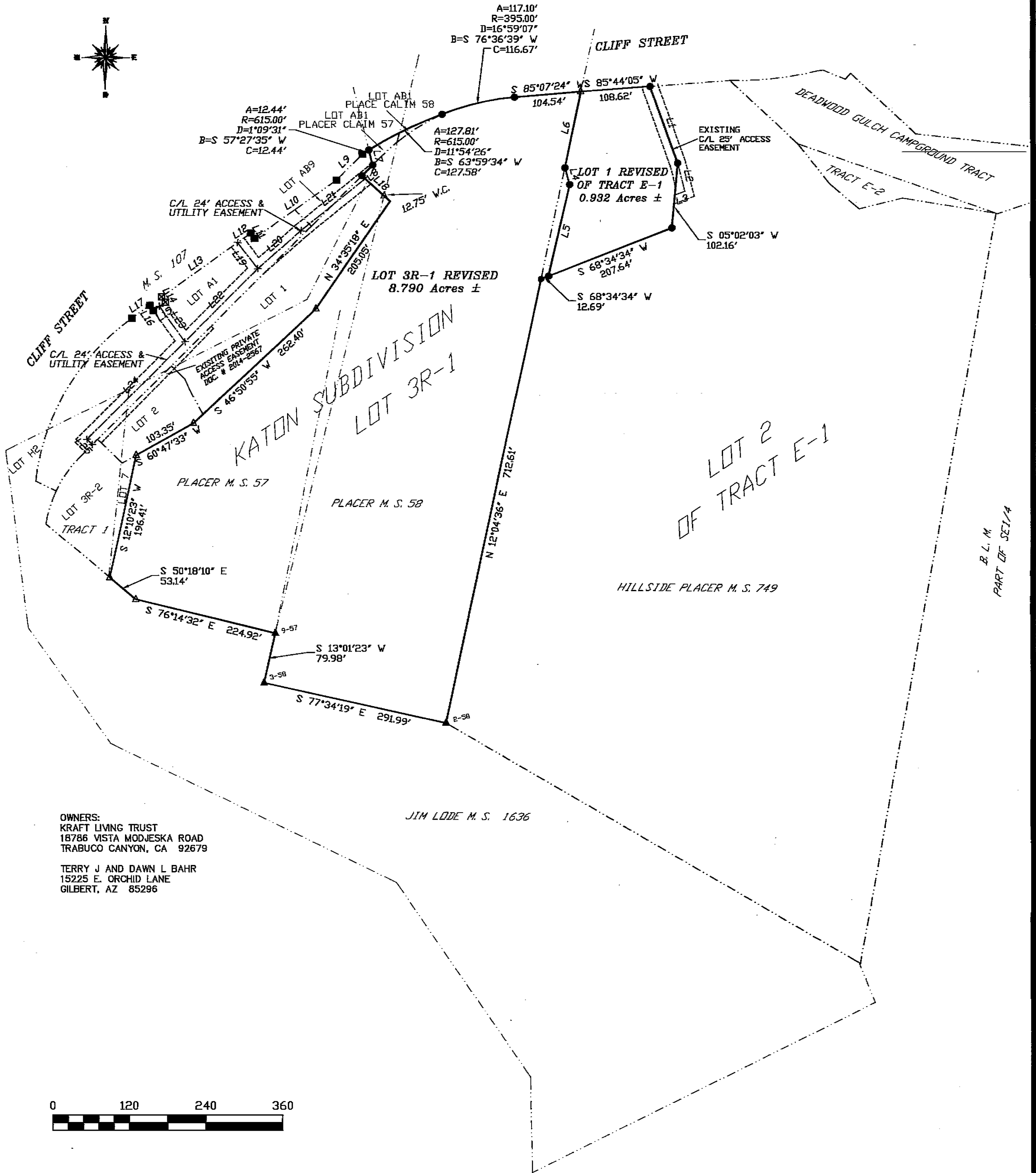
ATTEST

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

**PLAT OF LOT 3R-1 REVISED OF KATON SUBDIVISION  
 FORMERLY LOT 3R-1 OF KATON SUBDIVISION, LOT AB1 OF PLACER 58, LOT AB1 OF PLACER CLAIM 57  
 AND LOT 1 OF THE SUBDIVISION OF TRACT E-1  
 BEING A PORTION OF PLACER M.S. 57, PLACER M.S. 58 AND HILLSIDE PLACER M.S. 749  
 LOCATED IN THE SE¼ OF SECTION 27, T5N, R3E, B.H.M.  
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

AND

**PLAT OF LOT 1 REVISED OF THE SUBDIVISION OF TRACT E-1  
 FORMERLY LOT 1 OF THE SUBDIVISION OF TRACT E-1  
 BEING A PORTION OF HILLSIDE PLACER M.S. 749  
 LOCATED IN THE SE¼ OF SECTION 27, T5N, R3E, B.H.M.  
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**



**OWNERS:**  
 KRAFT LIVING TRUST  
 18786 VISTA MODJESKA ROAD  
 TRABUCO CANYON, CA 92679

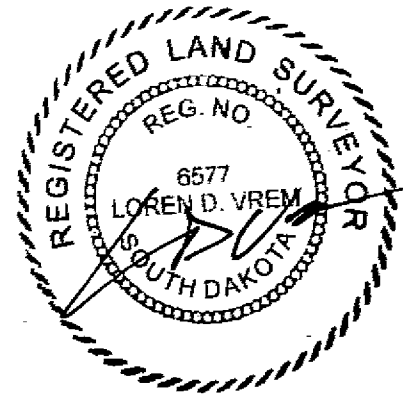
TERRY J AND DAWN L BAHR  
 15225 E ORCHID LANE  
 GILBERT, AZ 85296

JIM LODE M. S. 1636



- REBAR CAP (VREM LS6577)
- REBAR & CAP (BANNER)
- REBAR & CAP
- ▲ ORIGINAL STONE
- △ REBAR & CAP (ARLETH LS3977)
- B. L. M. MONUMENT
- SDDOT REBAR & CAP
- ⊠ CHISELED "X" IN CONCRETE

LINE	BEARING	DISTANCE
L1	N 19°33'58" W	127.65'
L2	S 14°14'44" E	45.79'
L3	N 68°57'57" E	16.83'
L4	S 15°57'32" E	27.44'
L5	S 12°58'30" W	147.67'
L6	N 12°04'36" E	122.24'
L7	S 13°36'59" E	24.41'
L8	S 45°02'46" E	23.98'
L9	S 45°01'35" W	57.69'
L10	S 54°27'18" W	157.27'
L11	N 35°32'42" W	10.00'
L12	S 54°27'18" W	25.06'
L13	S 54°27'18" W	146.94'
L14	S 35°32'42" E	10.00'
L15	S 54°27'18" W	23.00'
L16	N 35°32'42" W	10.00'
L17	S 54°27'18" W	34.54'
L18	S 47°56'08" E	59.63'
L19	S 37°22'07" E	51.71'
L20	N 48°28'43" E	90.10'
L21	N 50°56'29" E	129.44'
L22	S 45°01'35" W	162.27'
L23	N 35°32'42" W	68.27'
L24	S 45°01'35" W	216.58'
L25	S 44°58'25" E	12.00'



Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
 332A WEST MAIN STREET  
 LEAD, SD 57754  
 (605) 722-3840

Date:	8/9/2023
Drawn By:	L. D. Vrem
Project No.:	23-273
Dwg. No.:	23-273.dwg

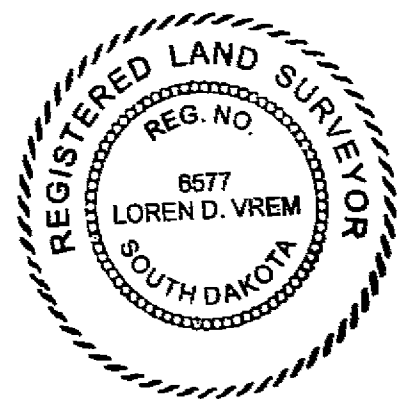
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LOCATED IN THE SE¼ OF SECTION 27, T5N, R3E, B.H.M.  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 11 DAY OF AUGUST, 2023



SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

OWNER'S CERTIFICATE  
STATE OF ARIZONA COUNTY OF MARICOPA

TERRY AND DAWN BAHR

DO HEREBY CERTIFY THAT I/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: Terry Bahr  
OWNER: Dawn Bahr

ACKNOWLEDGMENT OF OWNER  
STATE OF ARIZONA COUNTY OF MARICOPA

ON THIS 28 DAY OF August, 2023 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED Terry Bahr and Dawn Bahr KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: Feb 28, 2027 NOTARY PUBLIC: [Signature] Deputy Auditor



OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

KRAFT LIVING TRUST

DO HEREBY CERTIFY THAT I/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: Cary Kraft as trustee  
OWNER: Lindy Kraft as trustee

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 17 DAY OF April, 2024 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED Cary Kraft + Cindy Kraft trustees of Kraft Living Trust KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: February 28, 2027 NOTARY PUBLIC: Krista Schuster, deputy auditor



CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

MY TERM EXPIRES  
FEBRUARY 28, 2027

I, Deborah Yriddle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2023 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 17 DAY OF April, 2024.  
LAWRENCE COUNTY TREASURER: Dominic Marshall deputy



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]

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 16 DAY OF August, 2023.  
ATTEST: [Signature]  
CITY PLANNER

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, SOUTH DAKOTA, DATED THIS 21 DAY OF August, 2023.  
ATTEST: [Signature] FINANCE OFFICER  
[Signature] MAYOR



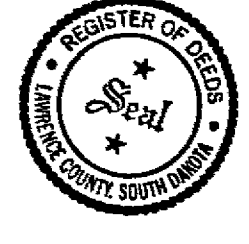
OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS 17 DAY OF April, 2024.  
LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Brett Rungke by Hscoe Seave



OFFICE OF THE REGISTER OF DEEDS  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS 22 DAY OF April, 2024 AT 11:05 O'CLOCK, A. M., AND RECORDED IN DOC. #2024-1580  
LAWRENCE COUNTY REGISTER OF DEEDS: David Hansen FEE: \$60.00



Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

Date:	8/9/2023
Drawn By:	L. D. Vrem
Project No.:	23-273
Dwg. No.:	23-273.dwg

Doc. #2024-1580 page 2 of 2



# BUYER'S ORDER

## SANITATION PRODUCTS, INC.

901 E 48<sup>th</sup> St N  
 Sioux Falls, South Dakota 57104  
 Phone: (605) 332-2487 • Fax: (605) 332-2349

NAME City of Deadwood DATE 7/10/24

STREET OR P.O. BOX 102 Sherman ST CITY, STATE & ZIP Deadwood, SD 57732

SHIPPING INSTRUCTIONS Deliver to Deadwood

QTY.	MAKE	MODEL	SERIAL NO.	PRICE
1	Freightliner/Vactor	M2 106/ Impact		\$342,440.00
3yd debris body, 40 GPM pump, 500 gallons of water				

FINANCIAL ARRANGMENTS	
	SUBTOTAL..... <b>\$342,440.00</b>
	FREIGHT.....
	TOTAL..... <b>\$342,440.00</b>
	F.E.T.....
	LESS DOWN PAYMENT.....
	LESS TRADE ALLOWANCE.....
	NET DIFFERENCE.....
	SALES TAX.....
	BALANCE..... <b>\$342,440.00</b>

Buyer warrants title to traded machine(s) and warrants that no one holds any lien or title relation instrument or on trade machine(s) except:

WARRANTY EXTENDED BY SELLER	TRADE INFORMATION*
Standard	Year    Make    Model    Serial No.    Price
	None
<b>ACKNOWLEDGEMENT</b>	*Trade-in is to be equipped and functional as surveyed.
<b>(PURCHASER SIGNS)</b>	(Date)

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT

<input type="checkbox"/> Accepted by <b>Sanitation Products of Sioux Falls, SD 57104</b>  By _____ (Authorized Signature)  Title _____ DATE _____	<b>BUYER ACKNOWLEDGES HE HAS READ AND RECEIVED COPY OF THIS ENTIRE ORDER.</b>  Buyer _____ Signed _____ Title _____
--	---

This order is subject to the terms and conditions set forth, including the applicable manufacturer's warranty there appearing.

Salesman Ben Kreklow



Presents a

# Proposal Summary

## Impact

Truck Mounted Single Engine Sewer  
Cleaner

For City of Deadwood



# VACTOR

## BASIC

### MODEL

<b>Vacuum System</b>	Roots 616-15 Blower	<b>Debris Body Capacity (cu.yd.)</b>	3.00
<b>Model Type</b>	40.00	<b>Water Capacity</b>	500
<b>Water Flow</b>	Vactor	<b>Water Pressure</b>	2500
<b>Chassis Source</b>		<b>Water Tank Material</b>	Aluminum
<b>Controls</b>		<b>Blower High Temp Shutdown</b>	

### CHASSIS

MSFS300A-2025-CH	Vactor Supplied Chassis Single Axle 2025 Freightliner M2 106 300 HP Auto 26000 GVWR Air Brakes GHG
------------------	---

### STANDARD FEATURES

010CSTD	Curbside Toolbox w/ Nozzle Storage Rack
011CSTD	Aluminum Fenders
012CSTD	Mud Flaps
014CSTD	Electric / Hydraulic Proportional Boom Control
016CSTD	Color Coded Sealed Electrical System
019CSTD	Intuitouch Electronic Package
020CSTD	Double Acting Hoist Cylinder
025CASTD	Handgun Assembly
026CSTD	Ex-Ten Steel Cylindrical Debris Tank
030CSTD	Flexible Hose Guide
032CSTD	(2) Nozzles w/ Carbide Inserts
045CSTD	Suction Tube Storage
046CSTD	3/4" Nozzle Pipe
1005CSTD	Stainless Steel Float Shut Off System
1016CSTD	Horizontal Microstrainer Prior to Blower
1023CSTD	Lube Manifold
1024CSTD	Debris Body Vacuum Relief System
1041CSTD	Debris Body-Up Light and Alarm
2001CSTD	Low Water Alarm with Water Pump Flow Indicator
2011CSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose
2022CSTD	Water Tank Sight Gauge





# VECTOR

2023CSTD	Liquid Float Body Level Indicator
3015CSTD	Front Controlled Blower Drive
3019CSTD	Digital Water Pressure Gauge
4005CSTD	180 deg. 5ft Extendable Boom
4006CSTD	Joystick Boom Control
4010CSTD	Boom Hose Storage
4017CSTD	Boom Out of Position Light and Alarm
5002CSTD	40 GPM/2500 PSI Jet Rodder pump
5010CSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011CSTD	3" Y-Strainer at Water Pump
5012CSTD	Multi-Flow Water System
5014CSTD	1" Water Relief Valve
5015CSTD	Midship High Pressure Coupling
6000CSTD	500' x 3/4" Sewer Hose 2500 PSI Piranha
6004CSTD	Hose Wind Guide (Dual Roller) Manual
6005CSTD	Digital Hose Footage Counter
6017CSTD	Hydraulic Tank Shutoff Valves
6019CSTD	Rodder Pump Drain Valves
6020CSTD	Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation
7001CSTD	Tachometer / Chassis Engine w/ Hour Meter
7003CSTD	Water Pump Hour Meter
7004CSTD	PTO Hour Meter
7005CSTD	Hydraulic Oil Temp Alarm
7007CSTD	Tachometer / Blower w/ Hour Meter
8000CSTD	Circuit Breakers
8025CSTD	LED Lights Clearance Backup Stop Tail & Turn
9002CSTD	Tow Hooks Rear
9003CSTD	Electronic Back-Up Alarm
9021CSTD	Camera System Rear Only
S390CSTD	6" Vacuum Pipe Package
S560CSTD	Emergency Flare Kit
S590CSTD	Fire Extinguisher 5 Lbs.



# VECTOR

## BOOM

4011C	Bellypack Wireless Controls including hose reel controls
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## DEBRIS BODY

1003C	Body Washout
1013C	Additional Water Water and Debris Tanks Joined
1014C	Centrifugal Separators (Cyclones)
1022C	Rear Door Splash Shield
1023CA	Lube Chart - Included
3021C	Digital Debris Body Level Indicator Tied to Vacuum Relief

## REAR DOOR

1008CA	6" Rear Door Knife Valve w/Camloc 6:00 position
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## HOSE REEL

6004CC	Pinch Roller
6014C	High Pressure Hose Reel
6027C	25' Leader Hose ( in lieu of standard)

## WATER TANKS

2006C	Air Purge
3019C	Digital Water Level Indicator
5008CA	Cold Weather Recirculator PTO Driven 12 GPM
5021CA	Hydro Excavation Kit - Includes Lances w/ Shield Nozzles Storage Tray and Vacuum Tube
6019CA	Final Filter and Silencer Ball Valve Drains

## MISCELLANEOUS

8024C	Amber Lights for Flashing Light Package
9023C	Safety Cone Storage Rack - Post Style



# VACTOR

## LIGHTING

8001CM	Rear Directional Control LED Arrowstick
8002CA	Wireless Waterproof Rechargeable Handheld LED Spot Light w/12V Charger
8020CA	10 Light Package 10 Federal Signal Strobe Lights LED
8029CA	Worklights (2) Boom
8029CB	Worklights (2) Rear Door
8029CC	Worklights (2) Driver & Passenger Side LED
8029CD	Worklight Manhole

## PAINT

Cab Paint Color	White
Module Paint Color	White
V-LOGO-APPL.	Vactor Logos - Applied

## TOOLBOX

9071CAL	Toolbox Behind Cab - 14w 36h x 88d - with Lighting
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**Chassis Notes :-**

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<b>Configured Price</b>	\$350,194.00
<b>Sourcewell Discount</b>	(\$7,754.00)
<b>Factory Total</b>	\$342,440.00

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Please remember Price indicated does not include unapproved Special Requests  
Price valid for 30 Days from date of 06-05-2024

**Product Model:** Impact  
**Proposal Date:** 06-05-2024  
**Quote Number:** 2024-74024  
**Price List Date:** 06-05-2024  
**QTY:** 1

**Customer Initials:** \_\_\_\_\_





**PROPOSAL NOTES:**

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- 1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- 2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
- 3. All prices quoted are in US Dollars unless otherwise noted.
- 4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

**Signed By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_





# VACTOR

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<b>2100 Series, iMPACT and Ramjet</b>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<b>2100 Series, iMPACT and Guzzler only</b>	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
<b>2100 Series, iMPACT and Ramjet</b>	2 years - Vactor Rodder Pump
<b>ALL Models starting with 21-09X-XXXXX and beyond</b>	2 year- Electrical & Electronics (excludes Chassis components)

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364



9-1-2021





## Domestic Sales Terms and Conditions

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.





PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

\_\_\_\_\_





# VACTOR

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





## **Deadwood Volunteer Fire Department**

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

Date: August 14, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Tires for Tender 9 (Water Truck)

The Fire Department is requesting the purchase of six (6) tires at a cost of \$628.75 apiece from Triple K Tire in Central City. The total will be \$3772.50 with installation. This is a budgeted item for the year 2024. The current tires on the vehicle are over eighteen years old and do not meet current NFPA (National Fire Protection Association) safety standards. They are also starting to show their wear.

Thank you for your time and consideration.

Regards

A handwritten signature in black ink, appearing to read "Alex L. Hamann", with a long horizontal line extending to the right.

Alex L. Hamann  
Deadwood Volunteer Fire Chief



### 12R22.5/16 150/147K TOY M320Z ON/OFF ALL POSITION



#### Inventory

Local 3      Local+ 0      National 89+

#### Pricing Information

Unit Price	\$607.09
Quantity	
Total Price	\$607.09
Taxes, Fees and Services	\$112.76
Installed Price	\$719.85

*Jerry Greens  
Central City*

*8/13/2024*

#### Specifications

<b>Supplier #</b>	549060	<b>Product #</b>	549060	<b>Z #</b>	190002069
<b>Size</b>	12R22.5/16	<b>Ship Weight</b>	151.50	<b>Load/Speed</b>	150/147K
<b>Ply</b>	16	<b>Seasonal Designation</b>	N	<b>Sidewall</b>	Black Wall
<b>Load Range</b>	H	<b>Max Load Dual</b>	6780@120	<b>Max Load Single</b>	7390@120
<b>Max Tire Pressure</b>	120	<b>Overall Diameter</b>	42.8	<b>Rim Width Max</b>	9
<b>Rim Width Min</b>	8.25	<b>Rpm</b>	486	<b>Ship Weight</b>	151.5
<b>Studdable</b>	N	<b>Tread Depth</b>	23		

*3,772.50  
mounted  
Total*

*628.75 pr tire*



## Deadwood Volunteer Fire Department

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

Date: August 13, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: MSA SCBA Cylinders

The Fire Department is requesting the purchase of six (6) MSA SCBA cylinders from Macqueen Equipment at a cost of \$8,646.00, with shipping the total would be \$9,146.00. This is a budgeted item for the year 2024. This will add to our current inventory of SCBA cylinder bottles.

Thank you for your time and consideration.

Regards

Alex L. Hamann  
Deadwood Volunteer Fire Chief



**MACQUEEN™**

MacQueen  
350 Austin Circle  
Delafield, WI 53018  
(262) 646-5911  
Fax: (262) 646-5912

Section 10 Item f.

**Ship To:** DEADWOOD FIRE DEPT STATION  
737 MAIN STREET  
DEADWOOD SD 57732-1309

**Invoice To:** DEADWOOD FIRE DEPARTMENT  
102 SHERMAN ST  
DEADWOOD SD 57732-1309

Attention: CHARLES FETTER

Branch 16 - DELAFIELD, WI		
Date 07/24/2024	Time 16:03:13 (O)	Page 1
Account No DEADW001	Phone No 6055781212	Est No 01 024563
Ship Via BEST WAY	Purchase Order QUOTE	
Tax ID No		
		Salesperson 306 / 422

ESTIMATE EXPIRY DATE: 08/23/2024

**PARTS ESTIMATE - NOT AN INVOICE**

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10156424-SP	MSA G1 H45LOW P		1	1440.21	1440.21
	MSA G1 H45LOW PRO CYL THREADED				
				Subtotal:	1440.21
				Tax:	.00
Authorization: _____				TOTAL:	1440.21