



# City Commission Regular Meeting Agenda

Monday, December 06, 2021 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of November 15, 2021 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for December 6, 2021

5. **Items from Citizens on Agenda**

[a.](#) Allen Schaefer, Legislative Audit, entrance conference and requests Mayor to sign engagement letter in conjunction with 2020 Audit

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 purchase and pay EB communications for a new voicemail server in the amount of \$8,495.00. The old server will become un-operational by Dec. 15, 2021. (Un-budgeted item to be paid from Public Building equipment budget.)

b. Permission to allow Jessica McKeown to extend up to 58 hours of vacation time thru January 31, 2022.

c. Approve the following official depositories for the City of Deadwood per SDCL 9-22-6: Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; BankWest, Pierre SD and First Interstate Bank, Deadwood SD.

d. Acknowledge entire year of monthly escrow monthly in the amount of \$82,055.29 paid to US Bank for annual 2019 Series COP bond payment. (Outlaw Square)

- e. Permission to hire Brock Pentheny and Bridger Janvrin for Life Guard position and Rec Center at \$12.88 per hour effective December 10, 2021 pending pre-employment screening.
- f. Acknowledge grant received by Deadwood Public Library in the amount of \$6,578.00 from South Dakota Humanities Council for 4 chairs with power outlets and tablet arms and a new circulation computer for the children's area.
- g. Deadwood History Inc. requests permission to waive \$100 fee and serve beer and wine Homestake Adams Research and Cultural Center Friday, February 11, 2022 from 6:00 p.m. to 9:00 p.m. for Calamity's Shindig.
- h. Permission to pay Midco Diving & Marine Services invoices in the amounts of \$3,098.00 and \$4,149.00 for water reservoir cleaning and inspection of the Roosevelt Tank, Deadwood Hill Tank and both Pluma Tanks. Previously approved September 11, 2020. (To be Paid from Water Professional Services 2021 Budget.)
- i. Make 2021 budgeted allocation to Lord's Cupboard in the amount of \$2,500 from Bed and Booze Fund.
- j. Appoint Emily Kutil to Library Board with term January 1 2022 thru December 31, 2025.
- k. Permission for Mayor to sign 2022 Combined Voting Agreement.
- l. Parking and Transportation recommendation - approve reserved residential parking sign for Nick Drummond at 18 Denver Street. Approved by Parking and Transportation November 18, 2021.
- m. Remove the following employees from payroll effective November 15, 2021; Herbert Cowart, Patrick Humphrey, John Isaak and Greg Nelson.
- n. Permission to purchase 5,502 gallons of fuel from Southside Oil, at \$2.76 per gallon. (To be paid out of Streets supply budget.)
- o. Request to make 2021 budget allocation to Deadwood Chamber Outlaw Square in the amount of \$73,931.97 from Bed and Booze Fund.
- p. Request to purchase new copier for the Historic Preservation Office from Century Business in the amount of \$10,150.00 to be paid from the 2022 HP machinery/equipment line item.
- q. Permission to purchase and pay Play it Again Sports for new barbell and dumbbell sets in the amount of \$4,993.04. (To be paid from Rec center equipment budget line item.)
- r. Permission to hire Kathryn Bogner for Rec Center full time assistant manager at \$18.65 per hour, effective December 7, 2021, pending pre-employment screening.
- s. Approval of Tourist Conveyance Licenses for Boot Hill Tours, Alkali Ike Tours and Original Deadwood Tours for the 2022 season, contingent upon vehicle inspections and insurance information.
- t. Permission to purchase 900' of 3-rail fencing from Wheeler in the amount of \$11,339.64 for the Yellowcreek Shooting Range. (To be funded by Bed & Booze and Parks Improvement budgets)

7. **Bid Items**

8. **Public Hearings**

- [a.](#) Hold public hearing to extend Zone 2 open container area to include Deadwood Day Spa at 93 Sherman Street.
- [b.](#) Hold public hearing for Back When They Bucked Event: open container from 9:00 a.m. to 9:00 p.m. on Sunday, May 29 and Monday, May 30, 2022 at Event Complex.
- [c.](#) Hold public hearing for Monsters of Destruction Event: open container from 3:00 p.m. to 10:00 p.m. on Friday, July 1 and Saturday, July 2, 2022 from 3:00 p.m. to 10:00 p.m. at Event Complex.
- [d.](#) Set public hearing on December 20 for New Year's Eve Ball Drop Event: Main Street closure from Pine Street to Lee Street from 11:50 pm. on December 31 to 12:10 a.m. on January 1, 2022 for the New years Eve Ball Drop at the Franklin Hotel.
- [e.](#) Set public hearing on December 20 for Retail (on-off sale) Wine License for Deadwood Miners at 137 Charles Street.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance #1338, Amending Chapter 5.12 Contractors.
- [b.](#) Second Reading of Ordinance #1339 Amending Chapter 5.16 Electricians
- [c.](#) Second Reading of Ordinance #1340 Amending Chapter 5.32 Plumbers and Plumbing Contractors
- [d.](#) Change of Zoning Request for applicant Tim and Trinity Conrad at 32 Charles Street. Zoning Change from C1 Commercial to CE Commercial Enterprise of parcel legally described as: Lot 1-1 Block 70 Ex H1(301 Sq Ft) & H2 (30 Sq Ft) & Ex 1-1A (1515.69') & 1-1B (2699") of Block 70, Lot RC Block 70 (sits behind 32 Charles), and Lot R8 City of Deadwood Railroad Property, Original Town Deadwood. Recommended approval by the Planning and Zoning Commission on December 1, 2021.
- [e.](#) First Reading of Ordinance #1346, Amending Title 17 - Zoning
- [f.](#) First Reading Ordinance #1341 Amending Business Improvement District # 9
- [g.](#) First Reading of Ordinance #1342, Amending Chapter 13.04 Water Service System
- [h.](#) First Reading of Ordinance #1343, Amending Chapter 13.08 Sewer Service System
- [i.](#) First Reading Ordinance #1344 Budget Supplement
- [j.](#) First Reading of Ordinance #1345, Amending Chapter 5.48 Taxicabs
- [k.](#) First Reading Ordinance # 1347 - Extending Ordinance #1336 Extending Ordinance 1327 a Temporary Ordinance regarding the Local Permit and Licensing Cultivation, Testing and Manufacturing of Medical Cannabis and Delaying Implementation of Ordinance 1329 Creating Zoning Regulations for Cannabis Establishments.

- l. Resolution 2021-27 Establishing 2022 Schedule of Fees
- m. Permission to conduct 2022 Architectural Survey for the Deadwood National Historic Landmark District at a cost not to exceed \$25,000.00 with half of the funding from the State Historic Preservation Office.
- n. Permission for Montana-Dakota Utilities Co. to install natural gas lines at the Event Complex at a cost \$6,778.00 to be paid from 2021 HP Capital Assets line item.
- o. Permission for Mayor to sign one year contract extension with Adams Salvage and Recycling for operation of the Tri-City Rubble Site.

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

12. **Executive Session**

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

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, NOVEMBER 15, 2021**

The Regular Session of the Deadwood City Commission convened on Monday, November 15, 2021 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Todd seconded to approve the minutes of November 1, 2021. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Finance Officer McKeown read corrections to the bill list. Martinisko moved, Johnson seconded to approve the November 1, 2021 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	49.00
A - Z SHREDDING	SERVICE	52.85
ACE HARDWARE	SUPPLIES	71.34
ADAMS SALVAGE RECYCLING	DISPOSAL	19.14
ALBERTSON ENGINEERING	PROJECT	10,032.69
ALSCO	SUPPLIES	2,048.80
AMAZON CAPITAL	SUPPLIES	293.31
AMAZON	SERVICE	202.72
AMERICAN ENGINEERING TESTING	PROJECT	521.85
ARROWHEAD FORENSICS	SUPPLIES	120.00
BADGER METER	SERVICE	49.08
BAUDVILLE	SUPPLIES	47.14
BIERSCHBACH EQUIPMENT	SUPPLIES	339.40
BH CHEMICAL	SUPPLIES	620.66
BH ENERGY	SERVICE	30,819.75
BH PIONEER	SERVICE	241.67
BH SECURITY	SERVICE	184.13
BH SPECIAL SERVICES	CLEANING	2,500.00
BH TRUCK & TRAILER	SERVICE	572.84
BOMGAARS	SUPPLIES	14.98
BRANDON INDUSTRIES	SUPPLIES	2,352.00
BUTLER MACHINERY	SUPPLIES	285.66
BUTTE COUNTY EQUIPMENT	SUPPLIES	679.17
CHAINSAW CENTER	RENTAL	530.00
CLEMENT COMMUNICATIONS	SUPPLIES	176.41
CONVERGINT TECHNOLOGIES	SERVICE	2,563.52
CREATIVE PRODUCT SOURCING	SUPPLIES	458.56
CULLIGAN	SUPPLIES	149.00
CVD CONSTRUCTION	PROJECT	62,884.50
D & W CRANE & RIGGING	PROJECT	943.88
DALES TIRE	SUPPLIES	910.84
DEADWOOD CHAMBER	BILL LIST	180,392.14
DEADWOOD ELECTRIC	SERVICE	2,255.02
DIAMOND VOGEL PAINT CENTER	SUPPLIES	37.45
DOG WASTE DEPOT	SUPPLIES	304.85
DOOLITTLE, JAMES	SERVICE	800.00
EAGLE ENTERPRISES	SUPPLIES	1,702.00
ECOLAB	SERVICE	254.73
FALL RIVER COUNTY HISTORIC	CONFERENCE	250.00
FASNACHT, GLENN	PROJECT	2,589.09
FIB CREDIT CARDS	SUPPLIES	2,974.42
GALLS	UNIFORMS	257.19
GOLDEN WEST	SERVICE	1,747.00
GOVERNOR'S INN	CONFERENCE	462.00
HAWKINS	SUPPLIES	953.00
IPS GROUP INC	SERVICE	4,784.31
JACOBS WELDING	SERVICE	683.59
JOHNSON, MATTHEW	REIMBURSEMENT	429.70
JUSTICE FIRE	INSPECTION	179.08
KITZMANN, JOAN	REIMBURSEMENT	262.00
KNECHT	SUPPLIES	574.76
KNECHT	GRANTS	554.63
KONE CHICAGO	MAINTENANCE	502.76
LAWRENCE CO. REGISTER	SERVICE	180.00
LAWRENCE CO. TREASURER	PROPERTY TAX	275.94
LAWSON PRODUCTS	SUPPLIES	358.24
LE MONS, CASSIDY	REIMBURSEMENT	759.36
LEAD-DEADWOOD SANITARY	SERVICE	28,917.76
M&M SANITATION	RENTAL	250.00
MARCO	CONTRACT	158.18
MCGRATH, RHONDA	REIMBURSEMENT	28.00
MENARD'S	SUPPLIES	1,329.92
METERING & TECHNOLOGY	SUPPLIES	2,837.52
MID-AMERICAN RESEARCH	SUPPLIES	146.18
MIDWEST TAPE	SUPPLIES	120.69
MOHR, TRENT	REIMBURSEMENT	67.67
MS MAIL	SERVICE	1,450.61
NH FRATERNAL ORDER	DUES	450.00
NHS OF THE BLACK HILLS	SERVICE	8,055.62
NORTHWEST PIPE FITTINGS	SUPPLIES	530.66
OFFICE DEPOT	SUPPLIES	790.65
QUIK SIGNS	SERVICE	1,660.72

**REGULAR MEETING, NOVEMBER 15, 2021**

RACHETTO, TRENT	REIMBURSEMENT	28.00
RAPID DELIVERY	SERVICE	16.50
RCS CONSTRUCTION	PROJECT	24,529.00
ROCKMOUNT RESEARCH	SUPPLIES	348.66
RUSHMORE COMMUNICATIONS	SUPPLIES	90.96
SANDER SANITATION	SERVICE	11,612.73
SCHMIDT, WILLIAM	PROJECT	4,930.00
SCHNERINGER, CINDY	REIMBURSEMENT	28.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	TAXES	4,813.50
SD RURAL WATER	CONFERENCE	250.00
SOUTHSIDE OIL	FUEL	18,153.30
SOUTHSIDE SERVICE	SERVICE	104.65
STAN HOUSTON EQUIP	SUPPLIES	495.06
STRETCH'S	SUPPLIES	1,947.60
STURDEVANT'S	SUPPLIES	2,989.13
SUNSHINE TOWING	SERVICE	433.50
TASK FORCE TIPS	SUPPLIES	255.88
THE LORD'S CUPBOARD	RECYCLING	61.20
TRINITY UNITED METHODIST	SUPPLIES	1,720.00
TRIPLE K	SERVICE	1,052.96
TWIN CITY HARDWARE	SUPPLIES	65.21
TWIN CITY HARDWARE	GRANT	315.91
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	95.95
VIEHAUSER ENTERPRISES	SUPPLIES	7.98
VIGILANT BUSINESS SOLUTION	TESTING	79.00
WEST RIVER TRAILER SALES	SUPPLIES	1,419.80
		Total \$477,897.96

**ITEMS FROM CITIZENS ON AGENDA****Service Awards**

Mayor Ruth Jr. presented certificates to the following employees: Jeramy Russel, Trevor Tridle for 5 years of service; Justin Lux for 10 years of service; Kenneth Mertens, Kevin Kuchenbecker, Scott Reif for 15 years of service; Trent Rachetto for 25 years of service; James Lee for 30 years of service; and Ronda Morrison for 35 years of service. Lance Sandidge and Cory Shafer were absent but recognized for 5 years of service. James Olson was absent but recognized for 15 years of service. Commission thanked each of them for their time.

**CONSENT**

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

- A. Permission to obtain contractor quotes for asphalt maintenance and striping on the following parking lots: South Gateway, Event Complex, Railroad Lot, Fire Street Lot, and Welcome Center Lot. (Recommended by Parking and Transportation Committee on November 4, 2021.) Work to be performed in 2022.
- B. Permission to obtain contractor quotes to perform concrete crack sealing on Main Street from 484 Main Street to 612 Main Street. (Recommended by Parking and Transportation Committee on November 4, 2021.) Work to be performed in 2022.
- C. Renew Liquor and Wine Licenses for 2022, pending payment of Business Improvement District and property taxes.
- D. Permission to pay Blackstrap Inc in the amount of \$3,691.25 for Blackslicer Sand & Gravel (29.53 tons) to be paid out of the Streets supplies budget.
- E. Permission to purchase radar sign in the amount of \$3,044.00 from Traffic Logix Corporation to replace the highway radar sign at 270 Main Street. (To be paid from Parking and Transportation Budget.)
- F. Permission to increase wage of Parks Technician Matthew Johnson from \$18.65 hr. to \$19.68 hr. effective November 16, 2021 after 1 year of service. (95% of prevailing wage)
- G. Permission to hire Donald Doyen for Trolley driver position at \$13.84 (pay reflects previous year of service) per hour effective November 18, 2021, pending pre-employment screening.
- H. Permission to hire Hailey Trewhella for full time Rec Center Program Coordinator at \$18.65 per hour, effective November 28, 2021.
- I. Permission to hire Conner Crowley for Rec Center front desk position at \$12.88 per hour effective November 19, 2021, pending pre-employment screening.
- J. Permission to reassign Tanner Ruth from Mt Moriah ticket booth to Rec Center front desk position at \$12.88 per hour, effective November 16, 2021.

**REGULAR MEETING, NOVEMBER 15, 2021**

- K. Remove seasonal Mt. Moriah employees Ruth Durst and Georgeann Silvernail from payroll effective October 15, 2021.
- L. Acknowledge funds received from Deadwood Lead '76ers Swim Club in the amount of \$29,338.52 to offset expense of swim blocks purchased.

**PUBLIC HEARINGS****Kris Kringle's Market**

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

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance in Zone 3, Deadwood Street from Main Street to Pioneer Way and Outlaw Square from 5:00 p.m. to 8:00 p.m. on Friday, December 10, 10:00 a.m. to 6:00 p.m. on Saturday, December 11 and street closure from Main Street to Pioneer Way from 10:00 a.m. on Friday, December 10 to 10:00 p.m. on Saturday, December 11, 2021. Roll Call: Aye-All. Motion carried.

**K9 Keg Pull**

Public hearing was opened at 5:13 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions.

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance Main Street from Lower Main at Pioneer Way to Pine Street, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m., street closure on Main Street from Deadwood to Pine Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees for Deadwood Chamber on Saturday, January 29, 2022. Roll Call: Aye-All. Motion carried.

**Set**

Struble moved, Johnson seconded to set public hearing on December 1 to extend Zone 2 open container area to include Deadwood Day Spa at 93 Sherman Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on December 1 for Back When They Bucked Events. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on December 1 Monsters of Destruction Events. Roll Call: Aye-All. Motion carried.

**OLD BUSINESS****Project Plan (Continued from November 1, 2021)**

Discussion continued concerning the turning lane at a cost of two million dollars. Commissioner Martinisko reminded developers that this is an annual appropriation, not guaranteed.

Commissioner Todd questioned if the turning lane is going to be required, the cost and the expenditure for turning lane is outside of TIF district so it will not be an asset to the city.

Attorney Riggins stated nothing in state statute states that the city could not since it benefits the property located within the TIF. Public Work Director Nelson Jr. stated Dept. of Transportation will require a turning lane once it reaches an occupancy. Tobin Morris, Senior VP Colliers Securities, clarified state statute 11-9-14 states expenditures received or expected to be received by the municipality in connection with the implementation of the plan. He said for example a lift station for development that is a mile away but would have no use without the property located within the plan. After discussion, Martinisko moved, Johnson seconded to approve project plan for Tax Increment Finance District #14. Planning and Zoning Commission recommended approval on October 6, 2021. Roll Call: Aye-Johnson, Martinisko, Struble, Ruth. Nay-Todd. Motion carried.

**REGULAR MEETING, NOVEMBER 15, 2021****Resolution**

Martinisko moved, Johnson seconded to approve Resolution 2021-23 to Create Tax Increment Finance District #14. Mayor Ruth Jr. thanked developers, engineers and Morris for all their work. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2021 - 23**  
**RESOLUTION PROVIDING FOR THE ADOPTION OF TAX INCREMENT PLAN**  
**FOR TAX INCREMENTAL DISTRICT NUMBER FOURTEEN, CITY OF**  
**DEADWOOD, SOUTH DAKOTA**

WHEREAS, the Planning Commission for the City of Deadwood, South Dakota has recommended and adopted the creation of the District Boundaries for Tax Incremental District Number Fourteen, City of Deadwood, South Dakota, on October 6th, 2021; and

WHEREAS, the City of Deadwood Planning Commission has recommended the adoption of the Tax Increment Plan for Tax Incremental District Number Fourteen its adoption on October 6<sup>th</sup>, 2021; and

WHEREAS, the City of Deadwood, South Dakota (the “City), has the powers, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Fourteen, City of Deadwood, South Dakota, and passed a resolution on October 18<sup>th</sup>, 2021 to create the boundaries and establish the base value.

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City of Deadwood, South Dakota, declares the necessity for the adoption of Tax Increment Plan for Tax Incremental District Number Fourteen and Developer’s Agreement in the City of Deadwood (hereinafter sometimes referred to as the “District”), pursuant to SDCL Chapter 11-9. Further, the City finds that the improvement of the area within the District is likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for multi-family housing and commercial development within the City of Deadwood.
2. **Findings.** The City makes the following findings with regard to economic development:
  - a. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the City;
  - b. Improvements to the District will significantly and substantially enhance the value of all property within the District;
  - c. The creation of the District will lead to multi-family housing designated at workforce housing
  - d. The State of South Dakota, Department of Revenue, has designated the proposed Tax Increment District #14, as Economic Development
3. **Findings of Maximum Percentage of Tax Incremental Districts.** The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
4. **Findings of Annual Appropriation TID.** Tax Increment District #14 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
5. **Creation of District.** There is hereby created, pursuant to SDCL Chapter 11-9, Tax Incremental District Number Fourteen, City of Deadwood, South Dakota was created on the 6<sup>th</sup>, day of October, 2021 to establish the base value.
6. **Designation of District Boundaries.** The District shall be located with the northern, southern, western, and eastern boundaries of the following described real property.



**REGULAR MEETING, NOVEMBER 15, 2021**

The real property to be located within the Tax Increment District is described as follows:

**Preacher Smith Tract to the City of Deadwood, Lot 1 &2, Block 1B of the Ridge Development, Lawrence County, South Dakota.**

6. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Fourteen Fund, which shall be a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Fourteen shall be deposited into the Tax Incremental District Number Fourteen Fund. All funds in the Tax Incremental District Number Fourteen Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9.
7. **Adoption of Project Plan.** The City does hereby adopt the Tax Increment Plan for Tax Increment District Number Fourteen.

Dated this 15th day of November, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**NEW BUSINESS**

**Second Reading**

City Attorney Riggins stated the second reading incorporates the changes requested at the first reading but that the document contain in the packet did no incorporate a couple of changes which were added for clarification and do not substantially alter the Ordinance. He read the additional changes which were made to the version of the ordinance found in the packet. These changes were to section 5:56.07 B and C. Kittrick Jefferies, Dakota Cannabis Consulting, questioned if there is a limited number of licenses. Mayor Ruth Jr. stated all based on zoning and areas that are eligible based on how property is zoned. Jefferies recommended section 5.56.04 B 3iii, asked that material be private instead of public; 5.56.12 license transferability, make transferable among stake holders and location. After discussion, Martinisko moved, Todd seconded to approve seconded reading as amended of Ordinance #1333 Adding Chapter 5.56, creating licensing provisions for medical cannabis establishments. Todd Weber, resident, questioned what the purpose of 500 feet is away from parks and churches. Mayor Ruth Jr. stated city felt it appropriate to keep it away from areas children and families congregate. Riggins stated many of those requirements are set in statue as well. Weber questioned why the Welcome Center is not included. Planning and Zoning Administrator Russell stated park is described in ordinance as having playground equipment. Roll Call: Aye-All. Motion carried.

**Second Reading**

Attorney Riggins stated no changes between first and second reading. Martinisko moved, Struble to approve second reading of Ordinance #1336, extending Ordinance #1327 a temporary ordinance regarding the issuance of local medical cannabis establishment permits and/or licenses and delaying implementation of Ordinance #1329 creating zoning regulations for cannabis establishments. Roll Call: Aye-All. Motion carried.

**Second Reading**

City Attorney Riggins stated second reading incorporates the changes requested at the first reading which include clarification of cultivation testing and product manufacturing facilities may be located in areas zoned agriculture and included 100-foot barrier is from property line to property line. Martinisko moved, Todd seconded to approve second reading of Ordinance #1337 Amending Ordinance #1328 creating zoning regulations for cannabis establishments. Jeffries recommends following Rapid City ordinance that deals with surveying. Tim Conrad, business owner, asked for clarification of state asking for city license versus city asking for state license. Riggins stated the state will take applications if city forwards them, if state receives an application the statue allows 90 days for the city which to comply and give recommendation to the state. State needs to know from city what procedure is to decide if the applicant qualifies under cities zoning ordinances. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, NOVEMBER 15, 2021****Resolution 2021-22**

Public Works Director Nelson Jr. stated this is the follow up to Ordinance #1334. Martinisko moved, Struble seconded to approve Resolution 2021-22 Adopting Rapid City's Standards Specifications for Public Works. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2021-22****RESOLUTION TO ADOPT RAPID CITY'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

**WHEREAS**, the City of Deadwoods current standards are from 1994 and not applicable today and,

**WHEREAS**, the City of Deadwood has the authority and responsibility to ensure that all standards are in place,

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Deadwood hereby adopts the City of Rapid City's Standards Specifications for Public Works Construction to be complied with in regard to Utility Construction Standards as governed by City of Deadwood Codified Ordinance Chapter 15.24.010.

Dated this 15th day of November, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Resolution 2021-25**

Russel spoke about the dedication. Struble moved, Todd seconded to approve Resolution 2021-25 Dedication of Street and Utilities regarding TIF #13 (Stage Run Phase 2.) Roll Call: Aye-All. Motion carried.

**RESOLUTION 2021-25****ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF LAND AND/OR IMPROVEMENTS**

**WHEREAS**, WJP Holdings, LLC has offered to dedicate in perpetuity to the City of Deadwood, South Dakota the following legally described land and/or improvements, to wit:

*Dedicated public right of way and utility easements as recorded in plat document number 2020-03090, all located within BLOCK 3A, BLOCK 4A AND DEDICATED RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA*

**WHEREAS**, the City has reviewed and hereby accepts the following terms of the Offer of Dedication; having a fair market value thereof:

*The City of Deadwood will perform all required maintenance on the roadway and curb located within the above mentioned property. Maintenance includes but is not limited to snow and ice removal, sanding and cleaning, asphalt repair and sealing, asphalt replacement, curb repair, curb replacement. Sidewalk and driveway approaches are the responsibility of the adjacent property owner. Maintenance required on the property outside of the roadway but included in the above plat document will be the responsibility of the adjacent landowner.*

**WHEREAS**, the owner(s) has certified that the improvements offered for dedication herein have been constructed in conformance with the design plans and specifications approved by the City of Deadwood, and warrants materials and workmanship of the improvements for a period of one year from the date of acceptance by the City.

**WHEREAS**, the City has performed a visual inspection and has reviewed all required construction documentation by the Engineer of record that the improvements have been constructed in conformance with the plans and specifications approved by the City.

**REGULAR MEETING, NOVEMBER 15, 2021**

NOW THEREFORE BE IT RESOLVED that we, the assembled members of the City Commission of the City of Deadwood do hereby accept the dedication described herein.

Dated this 15th day of November, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Resolution 2021-26**

Martinisko moved, Struble seconded to approve Resolution 2021-26 Acceptance of Irrevocable Offer of Dedication of Improvements regarding TIF #13 (Stage Run Phase 2.) Mayor Ruth Jr. thanked Bill Pearson. Roll Call: Aye-All. Motion carried.

RESOLUTION 2021-26  
ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION  
OF IMPROVEMENTS

WHEREAS, WJP Holdings, LLC has offered to dedicate in perpetuity to the City of Deadwood, South Dakota the following improvements, having a cost basis as listed, to wit:

*All of the roadway lighting, water distribution system pipe, fittings, valves, curbstops, and hydrants; all of the sewer collection main line pipe and manholes; all of the storm sewer collection system pipe and catch basins including the detention pond maintenance; located within block 3a, block 4a and dedicated right of way of palisades tract of deadwood stage run addition of plat document 2020-03090 recorded with the Lawrence County Register of Deeds.*

WHEREAS, the owner(s) has certified that the improvements offered for dedication herein have been constructed in conformance with the design plans and specifications approved by the City of Deadwood, and warrants materials and workmanship of the improvements for a period of one year from the date of acceptance by the City.

WHEREAS, the City has performed a visual inspection and has reviewed all required construction documentation by the Engineer of record that the improvements have been constructed in conformance with the plans and specifications approved by the City.

NOW THEREFORE BE IT RESOLVED that we, the assembled members of the City Commission of the City of Deadwood do hereby accept the dedication described herein.

Dated this 15th day of November, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**First Reading**

Building Inspector Mohr spoke about the amendment. Martinisko thanked staff for their time. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1338 Amending Chapter 5.12 Contractors. Roll Call: Aye-All. Motion carried.

**First Reading**

Mohr spoke about the amendment. Struble moved, Martinisko seconded to approve first reading of Ordinance #1339 Amending Chapter 5.16 Electricians. Roll Call: Aye-All. Motion carried.

**First Reading**

Martinisko moved, Struble seconded to approve first reading of Ordinance #1340 Amending Chapter 5.32 Plumbers and Plumbing Contractors. Roll Call: Aye-All. Motion carried.

**Purchase**

Nelson Jr. spoke about the purchase. Struble moved, Martinisko seconded to purchase Scag Cheetah 72" zero turn commercial mower from Dakota Chain Saw Center in the amount of \$10,791.00. (To be paid from Parks 2021 equipment budget line item.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, NOVEMBER 15, 2021**

Purchase

Facilities and Transportation Director Kruzel spoke about the purchase. Johnson moved, Martinisko seconded to purchase five (5) MS1 parking kiosks from IPS Group in the amount of \$36,112.57. new equipment will be used in the Broadway Parking Ramp. (To be paid from P&T equipment budget.) Roll Call: Aye-All. Motion carried.

Permission

Fire Chief Rakow spoke about the purchase. Martinisko moved, Struble seconded to allow Fire Dept to expend up to \$4,000.00 (with multiple vendors) on rope rescue rigging equipment. (To be paid from 2021 equipment budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Deadwood Public Library will have two open seats for the Library Board of Trustees beginning January 2022. Contact the library at 605-578-2821 or [patricia@cityofdeadwood.com](mailto:patricia@cityofdeadwood.com) for more information.

ADJOURNMENT

Todd moved, Struble seconded to adjourn the regular session at 6:07 p.m. The next regular meeting will be on Monday, December 6, 2021.

ATTEST:

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

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

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

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

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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
01-3309	THE LORD'S CUPBOARD					
		I-11/22/2021	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	78.69
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						78.69
01-1331	SD MUNICIPAL LEAGUE					
		I-11152021	101-4111-422	PROFESSIONAL 2022 MEMBERSHIP DUES	000000	1,956.69
01-1827	MS MAIL & MARKETING					
		I-12704	101-4111-426	SUPPLIES BUSINESS CARDS - MAYOR RUTH	000000	40.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						1,996.69
01-2394	GUNDERSON, PALMER, NELS					
		I-112451	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	5,145.91
				DEPARTMENT 141	ATTORNEY	TOTAL:
						5,145.91
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,425.86
01-1171	A & B BUSINESS SOLUTION					
		I-IN894676	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	109.88
01-2160	CRAMER MARKETING					
		I-38107	101-4142-426	SUPPLIES W-2 & 1099 FORMS-2021/FINANCE	000000	227.07
01-2580	SD GOV. FINANCE OFFICER					
		I-11/23/21	101-4142-422	PROFESSIONAL 2022 DUES	000000	130.00
01-2581	SD GOV. HUMAN RESOURCE					
		I-11/23/2021	101-4142-422	PROFESSIONAL 2022 DUES	000000	50.00
01-3877	MUTUAL OF OMAHA					
		I-001281041910	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	38.43-
01-4711	AMAZON CAPITAL SERVICES					
		C-16G6-NPC6-NMT1	101-4142-426	SUPPLIES CR ON SVC.AWARD - MORRISON	000000	16.99-
		C-1JG9-LQ33-X7Q6	101-4142-426	SUPPLIES CR ON SVC AWARD - MORRISON	000000	227.49-
		I-1CF4-YDC3-NLRV	101-4142-426	SUPPLIES SERVICE AWARD-MORRISON - PD	000000	244.48
		I-1PQV-MV7G-NC4M	101-4142-426	SUPPLIES TONER,CALCULATOR,PAPER - FIN.	000000	329.40
		I-1RNJ-3WPT-T9WR	101-4142-426	SUPPLIES SERVICE AWARD-MORRISON / FIN.	000000	369.99
		I-1RWL-ND4J-3DTQ	101-4142-426	SUPPLIES PLANNER - JM	000000	19.96
				DEPARTMENT 142	FINANCE	TOTAL:
						4,623.73

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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
01-0223	COCA COLA BOTTLING HIGH					
		I-3855468	101-4192-426	SUPPLIES GOURMET COFFEE/PUB BLDGS	000000	268.00
		I-3855485	101-4192-426	SUPPLIES GOURMET COFFEE/PUB BLDGS	000000	392.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,307.92
01-0436	BLACK HILLS WINDOW CLEA					
		I-100114	101-4192-422-07	PROFESSIONAL OCT 1 WINDOW CLEANING/FIRE HAL	000000	307.00
01-0445	RAPID FIRE PROTECTION					
		I-31594	101-4192-422-17	PROFESSIONAL- COMPLT SPRINKLER PIPING MOD/DA	000000	1,132.66
01-0551	MENARD'S					
		I-16953	101-4192-434	MACHINERY/EQU (6) 48X24X72 TIER/PUB BLDGS	000000	839.94
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 11/19/21	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	42.36
		I-NAT GAS 11/19/21	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	406.24
		I-NAT GAS 11/19/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	332.55
		I-NAT GAS 11/19/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	287.56
		I-NAT GAS 11/19/21	101-4192-428-04	UTILITIES - C CITY HALL	000000	685.24
		I-NAT GAS 11/19/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	450.99
		I-NAT GAS 11/19/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	219.12
		I-NAT GAS 11/19/21	101-4192-428-09	UTILITIES - H HARCC	000000	212.29
		I-NAT GAS 11/19/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	453.12
		I-NAT GAS 11/19/21	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	177.52
		I-NAT GAS 11/19/21	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	4,826.98
		I-NAT GAS 11/19/21	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	377.31
		I-NAT GAS 11/19/21	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	216.15
		I-NAT GAS 11/19/21	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	49.00
		I-NAT GAS 11/19/21	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	474.90
		I-NAT GAS 11/19/21	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	151.79
01-0578	TWIN CITY HARDWARE & LU					
		I-2110-162025	101-4192-425-13	REPAIRS - REC (4) MINI ALUMINUM LOUVER/REC	000000	13.32
		I-2110-162036	101-4192-426-13	SUPPLIES - RE (12) DISTILLED WATER/REC	000000	23.88
		I-2110-162183	101-4192-425-17	REPAIRS-DAYS CABLE-CONNECT-OUTLET/DAYS MUS	000000	236.82
		I-2110-162244	101-4192-425-17	REPAIRS-DAYS EXT WOOD SCREWS/DAYS MUSEUM	000000	46.99
		I-2110-162584	101-4192-425-17	REPAIRS-DAYS ROD-FASTENERS-WIRE/DAYS MUS	000000	303.56
		I-2111-154057	101-4192-425-04	REPAIRS - CIT PVC SLIP CAPS/CITY HALL	000000	13.97
		I-2111-162128	101-4192-425-17	REPAIRS-DAYS 100 PC HWH SCREWS/DAYS MUSEUM	000000	23.99
		I-2111-162886	101-4192-425-06	REPAIRS - DAY (2) WINDOW THERMOMETER/GRANDST	000000	19.98
		I-2111-162900	101-4192-425-04	REPAIRS - CIT TWIN CITY HARDWARE & LUMBER	000000	6.49
		I-2111-162909	101-4192-426-13	SUPPLIES - RE FIBER GREEN-BATTERY-WRINGER/RE	000000	122.25
		I-2111-163066	101-4192-425-04	REPAIRS - CIT ALKALINE BATTERIES/CITY HALL	000000	9.99
		I-2111-163091	101-4192-425-17	REPAIRS-DAYS VALVE-ELBOW-ADAPT-PIPE/DAYS MU	000000	29.25
		I-2111-163111	101-4192-425-21	REPAIRS - WEL HOLE SAW-ALUM LOUVER/WELCOME	000000	29.15
		I-2111-163122	101-4192-425-04	REPAIRS - CIT BIG LARRY-SPOT REMOVER/CITY	000000	35.98

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 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2111-163182	101-4192-425-10	REPAIRS - LIB BUSHING-COVER-SWITCH/LIBRARY	000000	46.33
		I-2111-163500	101-4192-425-17	REPAIRS-DAYS (99) 3/8 CLAMP/DAYS MUSEUM	000000	18.81
		I-2111-163560	101-4192-425-24	REPAIRS - OUT (2) FLAT WHT SPRAY PAINT/OSQ	000000	10.98
		I-2111-163647	101-4192-425-10	REPAIRS - LIB CUT-GRIND-FASTENERS/LIBRARY	000000	15.11
		I-2111-163935	101-4192-425-24	REPAIRS - OUT FASTENERS/OUTLAW SQUARE	000000	12.50
		I-2111-163950	101-4192-426-04	SUPPLIES - CI BOOT SCRUBBER BRUSH/CITY	000000	24.99
		I-2111-163954	101-4192-425-04	REPAIRS - CIT PIPE CLEANERS/CITY HALL	000000	15.98
		I-2111-164041	101-4192-425-04	REPAIRS - CIT PVC PIPE-ELBOW-P TRAP/CITY HAL	000000	37.54
		I-2111-164276	101-4192-425-21	REPAIRS - WEL TOILET SPUD/WELCOME CENTER	000000	17.99
		I-2111-164289	101-4192-425-10	REPAIRS - LIB FASTENERS/LIBRARY	000000	19.80
		I-2111-164308	101-4192-426	SUPPLIES (6) RV ANTIFREEZE/PUB BLDGS	000000	35.94
		I-2111-164309	101-4192-425-24	REPAIRS - OUT 75 FT PRESS & SEAL/OUTLAW SQ	000000	5.49
		I-2111-164329	101-4192-425-24	REPAIRS - OUT SPRAY PAINT-SCREW-FASTENER/OSQ	000000	94.38
		I-2111-164604	101-4192-426	SUPPLIES FILTER-CLNR-VINEGAR-SPRAY/PB	000000	54.70
		I-2111-164698	101-4192-426	SUPPLIES (4) PLASTIC SPRAY BOTTLE/PB	000000	19.96
		I-2111-165097	101-4192-426	SUPPLIES MULTI-BIT SCREWDRIVER/PB	000000	19.99
		I-2111-165212	101-4192-425-24	REPAIRS - OUT SCREWS-STG- ARM HANGER/OSQ	000000	54.96
		I-2111-165445	101-4192-425-24	REPAIRS - OUT SPRY CAN HANDLE-SPRY PAINT/OSQ	000000	11.48
		I-2111-165446	101-4192-425-24	REPAIRS - OUT WALL PLATE-OCC SENSOR-SCREW/OS	000000	85.97
		I-2111-165494	101-4192-425-06	REPAIRS - DAY AERATOR-BRUSH-FANTASTIK/GRANDS	000000	23.95
		I-2111-165537	101-4192-425-06	REPAIRS - DAY CHR M AERATOR/GRANDSTANDS	000000	4.99
		I-2111-165616	101-4192-425-13	REPAIRS - REC MAT-DRY ERASE BOARD-FRAME/REC	000000	106.98
		I-2111-166168	101-4192-426	SUPPLIES DRY ERASE BOARD-MARKERS/PB	000000	68.98
		I-2111-166200	101-4192-426	SUPPLIES MARKER-TAPE RULE-ADAPTER/PB	000000	51.97
		I-2111-166300	101-4192-426	SUPPLIES (3) GPF CLOSET KIT/PUB BLDGS	000000	89.97
		I-21111-163221	101-4192-425-10	REPAIRS - LIB (2) 5" REINFORCING L ANGLE/LIB	000000	6.98
01-0682	PITNEY BOWES INC					
		I-11/29/21	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	250.00
01-0742	OFFICE DEPOT					
		I-209154368001	101-4192-426	SUPPLIES SLTD CARAMEL CREAMER - PB	000000	35.96
01-1098	HILLYARD/SIOUX FALLS					
		I-604542840	101-4192-426	SUPPLIES REJUVNAL-ROBUSTO-DEGRS-CLNR/PB	000000	942.66
01-1483	KNECHT HOME CENTER					
		I-6976785	101-4192-426	SUPPLIES HANGER-VELCRO-A-Z LETTERS/PB	000000	43.75
		I-6997533	101-4192-425-17	REPAIRS-DAYS PRESSWOOD-PEGBOARD/DAYS	000000	158.74
01-1502	BLACK HILLS CHEMICAL					
		I-211792B	101-4192-426	SUPPLIES OPTICORE TOILET PAPER/PB	000000	170.61
		I-213039	101-4192-426	SUPPLIES BLEACH-CLNR-TOWEL-TP/PB	000000	940.99
01-1983	G&H DISTRIBUTING OF RAP					
		I-00220228	101-4192-434	MACHINERY/EQU PALLET JACK 5500 LB/PUB BLDGS	000000	501.02
		I-00220559	101-4192-426-17	SUPPLIES - DA ADDITIONAL FREIGHT CHARGES/DAY	000000	729.19

12/03/2021 11:20 AM  
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 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3032	OTIS ELEVATOR COMPANY					
		I-100400584475	101-4192-422-02	PROFESSIONAL ELEVATOR MAINT 12/1-2/28/22/AD	000000	775.80
01-3421	S AND C CLEANERS					
		I-11/30/21 INV 118	101-4192-422-04	PROFESSIONAL NOV CLEANING/CITY HALL	000000	990.00
		I-11/30/21 INV 119	101-4192-422-04	PROFESSIONAL CLEANING/POLICE DEPT	000000	1,365.00
		I-11/30/21 INV 154	101-4192-422-21	PROFESSIONAL CLEANING/WELCOME CENTER	000000	1,740.00
		I-11/30/21 INV 164	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
		I-11/30/21 INV 164	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-11/30/21 INV 256	101-4192-422	PROFESSIONAL NOV CLEANING/PUBLIC BLDGS	000000	2,032.50
01-3506	ALSCO					
		I-LCAS1445393	101-4192-422-15	PROFESSIONAL TOWELS-MATS-BAGS-MOPS/TROLLEY	000000	93.41
		I-LCAS1445394	101-4192-422-14	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/STREETS	000000	140.81
		I-LCAS1445395	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	50.76
		I-LCAS1445396	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	22.00
		I-LCAS1445397	101-4192-422-08	PROFESSIONAL- MATS-MOPS-BAGS-TOWELS/HISTORY	000000	101.38
		I-LCAS1445398	101-4192-422-07	PROFESSIONAL MOPS-BAGS-TOWELS/FIRE HALL	000000	36.96
		I-LCAS1445399	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/CITY HAL	000000	190.88
		I-LCAS1445400	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	58.42
		I-LCAS1446896	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	123.95
		I-LCAS1447889	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	93.41
		I-LCAS1447890	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	139.03
		I-LCAS1447891	101-4192-422-11	PROFESSIONAL TOWEL-MOPS-COVERALL-BAGS/PARKS	000000	49.97
		I-LCAS1447892	101-4192-422-10	PROFESSIONAL TOWELS-LAUNDRY BAGS/LIBRARY	000000	22.00
		I-LCAS1447893	101-4192-422-08	PROFESSIONAL- TOWELS-MATS-MOPS-BAGS/HISTORY	000000	101.38
		I-LCAS1447894	101-4192-422-07	PROFESSIONAL TOWELS-BAGS-MOPS/FIRE HALL	000000	36.96
		I-LCAS1447895	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY	000000	189.28
		I-LCAS1447896	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	58.42
01-3838	VAST BROADBAND					
		I-TELEPHONE11/16/21	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE11/16/21	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	24.67
		I-TELEPHONE11/16/21	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,318.41
		I-TELEPHONE11/16/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	282.90
		I-TELEPHONE11/16/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE11/16/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	746.85
		I-TELEPHONE11/16/21	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	269.36
		I-TELEPHONE11/16/21	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE11/16/21	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.38
		I-TELEPHONE11/16/21	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	137.57
		I-TELEPHONE11/16/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001281041910	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	22.28
01-3977	ACE HARDWARE OF LEAD					
		I-023691	101-4192-425-06	REPAIRS - DAY PORT DISHWASHER-AERATOR/GRANDST	000000	30.90
		I-023709	101-4192-425-06	REPAIRS - DAY ADJ DUAL AERATR 1.5GPM/GRANDST	000000	17.98



PACKET: 05573 COMBINED - 12/7/21

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
01-3977	ACE HARDWARE OF LEAD			continued		
		I-023737	101-4192-425-17	REPAIRS-DAYS DE-ICER-DUAL AERATOR/DAYS MUS	000000	42.77
01-4711	AMAZON CAPITAL SERVICES					
		I-1RHY-HT79-HF9Q	101-4192-426	SUPPLIES COLUMBIAN COFFEE - PB	000000	133.94
01-4765	AUCA WESTERN FIRST AID					
		I-B009598	101-4192-426-04	SUPPLIES - CI FULL FINGER COWHIDE GLVS/CITY	000000	540.89
		I-RAP1-000754	101-4192-426-04	SUPPLIES - CI TABLETS-WIPES-EYE CARE/CITY HA	000000	179.05
		I-RAP1-000755	101-4192-426-04	SUPPLIES - CI TWEEZERS-BANDAGES/CITY HALL	000000	44.27
01-4876	MAGICARD US INC					
		I-I20-19234	101-4192-425-13	REPAIRS - REC REPAIRS AND SHIPPING/REC CENTE	000000	487.80
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 36,534.55
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-390671	101-4193-422	PROFESSIONAL COMPUTER ISSUES-EMAIL, CALENDAR	000000	472.50
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 472.50
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	19,032.73
01-0467	CULLIGAN OF THE BLACK H					
		I-0014844	101-4210-424	RENTALS BOTTLED WATER, COOLER RENT- PD	000000	69.00
01-0804	SCOTT PETERSON MOTORS					
		I-26710	101-4210-425	REPAIRS STARTER REPAIR-DURANGO/ PD	000000	543.69
01-1521	SD POLICE CHIEFS' ASSO					
		I-11012021	101-4210-422	PROFESSIONAL 2022 MEMBERSHIP DUES	000000	193.24
01-1826	FIRST NET					
		I-X11232021	101-4210-422	PROFESSIONAL MDT POLICE CARS - NOV	000000	160.16
01-1827	MS MAIL & MARKETING					
		I-12701	101-4210-426	SUPPLIES BUSINESS CARDS/JANDT - PD	000000	25.00
01-3877	MUTUAL OF OMAHA					
		I-001281041910	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4202	AXON ENTERPRISE, INC.					
		I-INUS027737	101-4210-426	SUPPLIES TASER 7 TARGET - POLICE	000000	240.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1CF4-YDC3-NLRV	101-4210-426	SUPPLIES SERVICE AWARD - OLSEN - PD	000000	147.98
					DEPARTMENT 210 POLICE	TOTAL: 20,486.00

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0250	GLOVER, SANDY	I-11152021	101-4221-427	TRAVEL MEAL REIMBS-SAFETY CONF/PIERRE	000000	28.00
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,176.08
01-0578	TWIN CITY HARDWARE & LU	I-2110-162113	101-4221-429	OTHER FIRE EXTING, SMOKE ALARMS/CHILI	000000	588.12
		I-2110-162114	101-4221-426	SUPPLIES 70S-6 CARB WIRE - FIRE DEPT	000000	44.99
		I-2110-162575	101-4221-426	SUPPLIES 2 - 2X6X12 PINE - FIRE DPT	000000	53.98
		I-2111-163436	101-4221-426	SUPPLIES EPOXY, PRIMER, CLAMPS - FIRE DPT	000000	64.81
		I-2111-163530	101-4221-426	SUPPLIES 1 2X6 SOLID FLT - FIRE DPT	000000	11.99
		I-2111-164399	101-4221-425	REPAIRS ADAPTER, CLAMP - FIRE DPT	000000	14.74
		I-2111-165449	101-4221-426	SUPPLIES HOOK & EYE, EYE BOLT- FIRE DPT	000000	15.96
		I-2111-165996	101-4221-426	SUPPLIES 1X4 PINE, 3" ROD - FIRE DPT	000000	11.48
01-1171	A & B BUSINESS SOLUTION	I-IN893819	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	74.26
01-1757	HAWKI, KEN	I-11/12/21	101-4221-426	SUPPLIES REIMBS. - CASTERS, TARP/ FIRE	000000	41.47
		I-11/29/21	101-4221-429	OTHER REIMB.-PUB SVC SUPPLIES/ XMAS	000000	63.09
01-1758	GLOVER, WILLIAM	I-11/29/21	101-4221-429	OTHER REIMBS.-PUB SVC SUPPLIES/XMAS	000000	8.35
01-1761	SD REDBOOK FUND	I-2616	101-4221-426	SUPPLIES INSTRUCTOR CLASS PKG/M.BOND	000000	65.00
		I-2622	101-4221-426	SUPPLIES FIREFIGHTER INST.BK/WKBK - F D	000000	125.50
01-1827	MS MAIL & MARKETING	I-12647	101-4221-429	OTHER POSTAGE FOR MASS MAILING	000000	154.75
01-2473	SD DEPT. OF CORRECTIONS	I-C18D2167	101-4221-422-01	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	173.40
		I-C18D2193-	101-4221-422-01	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	1,612.64
01-3056	NORTHERN HILLS TECHNOLO	I-9666862	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC - DEC/ FIRE	000000	32.50
01-3877	MUTUAL OF OMAHA	I-001281041910	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3977	ACE HARDWARE OF LEAD	I-023568	101-4221-426	SUPPLIES SCKT ADAPTOR, FASTENERS - FIRE	000000	28.33
01-4461	NORTH CENTRAL INT'L INC	I-24206RC	101-4221-425	REPAIRS SPRING AIR/ENGINE 2 - FIRE DPT	000000	160.50

DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL: 4,553.16

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,088.90
01-0883	SD ASSN. OF CODE ENFORC	I-2022 MEMBER RENEW	101-4232-422	PROFESSIONAL 2022 MEMBERSHIP RENEWAL/BI	000000	40.00
01-1003	VERIZON WIRELESS	I-9892546799	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-1638	SD BUILDING OFFICIALS	I-2022 MEMBER RENEW	101-4232-422	PROFESSIONAL 2022 MEMBERSHIP RENEWAL/BI	000000	60.00
01-3877	MUTUAL OF OMAHA	I-001281041910	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
					DEPARTMENT 232 BUILDING INSPECTION TOTAL:	1,220.80
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,611.08
01-0578	TWIN CITY HARDWARE & LU	C-OVERPAYMENT CR	101-4310-426	SUPPLIES OVERPD ON 2110-160760, 158690	000000	22.59-
		I-2110-162120	101-4310-426	SUPPLIES TORK PHOTO CONTROL/STRTS	000000	67.96
		I-2110-162204	101-4310-426	SUPPLIES (2) BAGS CONCRETE MIX/STRTS	000000	9.98
		I-2110-162229	101-4310-426	SUPPLIES WIRE BRUSH-ADAPTER/STREETS	000000	23.96
		I-2111-162913	101-4310-426	SUPPLIES (2) TMR SECURITY BIT/STREETS	000000	2.98
		I-2111-163000	101-4310-426	SUPPLIES MAPP PRO FUEL-PROPANE CYL/STRT	000000	30.47
		I-2111-163225	101-4310-426	SUPPLIES CORD PLUG-SPARKS PLUG/STRTS	000000	8.98
		I-2111-164369	101-4310-426	SUPPLIES (2) TARP ROPE HOOK/STREETS	000000	5.98
		I-2111-165432	101-4310-426	SUPPLIES RATCHETING WRENCH/STREETS	000000	14.99
		I-2111-165524	101-4310-426	SUPPLIES 6" PRUNING SAW KIT/STREETS	000000	269.99
		I-2111-166164	101-4310-426	SUPPLIES (3) BAGS OF CABLE TIES/STRTS	000000	44.97
		I-2111-166428	101-4310-426	SUPPLIES UNIVERSAL PIN PADLOCKS/STREETS	000000	57.95
01-0600	TRIPLE K TIRE & REPAIR	I-1-64516	101-4310-425	REPAIRS (2) MOUNT-DISMNT BDX TIRES/STR	000000	1,289.96
01-0677	LAWSON PRODUCTS, INC.	I-9308967984	101-4310-426	SUPPLIES (25) 5 GA CONCR PTCH TRAC/STRS	000000	385.00
01-1003	VERIZON WIRELESS	I-9892546799	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.79
01-1171	A & B BUSINESS SOLUTION	I-IN893822	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	72.82
01-1288	ACE INDUSTRIAL SUPPLY,	I-2017235	101-4310-426	SUPPLIES PVC TARP-SHOP ROLL/STREETS	000000	1,838.48

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-2018414	101-4310-426	SUPPLIES (12) RECHG HEADLAMPS-GLOVES/ST	000000	1,843.44
01-1333	DEADWOOD ELECTRIC					
		I-22581	101-4310-422	PROFESSIONAL REPL GAS PUMP LIGHTS LEDS/STRT	000000	187.11
01-1374	BUTLER MACHINERY COMPAN					
		I-06W00189648	101-4310-425	REPAIRS MANIFOLD FAILURE REPAIRS/STRTS	000000	280.00
01-1500	A & B WELDING					
		I-01041324	101-4310-426	SUPPLIES ALUM CONTACT TIP-WIRE SPL/STRT	000000	84.89
01-2837	SD MUNIC. STREET MAINTEN					
		I-2022 MEMBER RENEW	101-4310-422	PROFESSIONAL 2022 MEMBERSHIP RENEWAL/STRTS	000000	35.00
01-3094	BOMGAARS					
		I-11/16/21 STMT	101-4310-426	SUPPLIES ADAPTERS-BATTERIES/STREETS	000000	179.96
01-3314	CENTURY BUSINESS PRODUC					
		I-593252	101-4310-426	SUPPLIES HP/PZ CONTRACT 10/9/21-11/8/21	000000	57.98
01-3438	BLACKSTRAP, INC.					
		I-129155	101-4310-426	SUPPLIES BLACKSLICER SAND & GRAVEL/STRT	000000	3,691.25
01-3704	GARDNER CONSTRUCTION					
		I-2194	101-4310-425	REPAIRS MOB-DEMOB STAGE RUN/STRTS	000000	500.00
01-3877	MUTUAL OF OMAHA					
		I-001281041910	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3977	ACE HARDWARE OF LEAD					
		I-023753	101-4310-426	SUPPLIES ZIP TIES VARIOUS SIZES/STRTS	000000	48.55
		I-023815	101-4310-426	SUPPLIES LED LIGHTS-CORD-TAPCUBE/STRTS	000000	151.23
		I-023826	101-4310-426	SUPPLIES LED MIN TWKMLT24/STREETS	000000	89.14
01-4711	AMAZON CAPITAL SERVICES					
		I-1T4P-XCVQ-NNCH	101-4310-426	SUPPLIES REPLACEMENT PRINTER INK/STRTS	000000	25.66
01-4721	TOWEY DESIGN GROUP INC.					
		I-21-120	101-4310-422	PROFESSIONAL DESIGN SAMPSON MILL-OVERLAY/ST	000000	1,704.42
01-4848	ADOBE INC					
		I-1525328799	101-4310-426	SUPPLIES ADOBE ACROBAT PRO SUBSCRIPTION/STRTS	000000	45.31
				DEPARTMENT 310 STREETS	TOTAL:	20,693.04
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,842.46

PACKET: 05573 COMBINED - 12/7/21

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
01-0578	TWIN CITY HARDWARE & LU					
		I-2110-162179	101-4520-426	SUPPLIES (2) GORILLA EPOXY/PARKS	000000	14.98
		I-2110-162266	101-4520-426	SUPPLIES COMMERCIAL-WALL CLOCK/PARKS	000000	35.98
		I-2110-162336	101-4520-426	SUPPLIES GORILLA EPOXY-EPOXY SYRINGE/PA	000000	12.48
		I-2110-162343	101-4520-426	SUPPLIES (4) BLACK SPRAY PAINT/PARKS	000000	21.96
		I-2110-162348	101-4520-426	SUPPLIES WHT FLEX SEAL LIQUID/PARKS	000000	29.99
		I-2110-162456	101-4520-426	SUPPLIES 1/4 PHIL WOOD SCREWS/PARKS	000000	7.49
		I-2110-162565	101-4520-426	SUPPLIES 1/4 PHIL WOOD SCREWS/PARKS	000000	7.49
		I-2111-163351	101-4520-426	SUPPLIES PAINTER'S MITT-MAHAG FINISH/PR	000000	62.97
		I-2111-163456	101-4520-426	SUPPLIES 5 MIN EPOXY-FASTENERS/PARKS	000000	9.15
		I-2111-163582	101-4520-426	SUPPLIES PAINTER'S MITT/PARKS	000000	4.49
		I-2111-163622	101-4520-426	SUPPLIES MAHAGANY FINISH/PARKS	000000	53.99
		I-2111-164125	101-4520-426	SUPPLIES 33" TELE HEDGE SHEAR/PARKS	000000	39.99
		I-2111-164133	101-4520-426	SUPPLIES 15X4" CON LAG SCREWS/PARKS	000000	59.99
		I-2111-164223	101-4520-426	SUPPLIES DIAMOND POWER STRIP/PARKS	000000	54.99
		I-2111-164257	101-4520-426	SUPPLIES (3) BLACK BINDERS/PARKS	000000	12.97
		I-2111-165320	101-4520-426	SUPPLIES DROP CLOTH-COVER-LINER/PARKS	000000	156.80
		I-2111-165419	101-4520-426	SUPPLIES (2) PAINTER'S MITT/PARKS	000000	8.98
		I-2111-165431	101-4520-426	SUPPLIES (2) PAINTER'S MITT/PARKS	000000	8.98
		I-2111-165474	101-4520-426	SUPPLIES (8) BAGS CONCRETE MIX/PARKS	000000	39.92
		I-2111-165663	101-4520-426	SUPPLIES PREMIUM WOOD SCREWS/ PARKS	000000	12.99
		I-2111-165992	101-4520-426	SUPPLIES BUNGEY-STRETCH CORD/PARKS	000000	20.45
		I-2111-166171	101-4520-426	SUPPLIES 7/16" STAPLE/PARKS	000000	4.49
01-0988	CARROT-TOP INDUSTRIES I					
		I-INV100284	101-4520-426	SUPPLIES (3) NYLON POW-MIA FLAGS/PARKS	000000	193.81
01-1003	VERIZON WIRELESS					
		I-9892546799	101-4520-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	24.79
01-1171	A & B BUSINESS SOLUTION					
		I-IN893823	101-4520-426	SUPPLIES CONTRACT BASE RATE/PARKS	000000	136.60
01-1333	DEADWOOD ELECTRIC					
		I-22581	101-4520-422	PROFESSIONAL REPL GAS PUMP LIGHTS LEDS/PARK	000000	187.12
01-1681	BIERSCHBACH EQUIPMENT &					
		I-02 728738	101-4520-426	SUPPLIES (3) STRAW BLANKET TYPE 3/PARKS	000000	268.40
01-3094	BOMGAARS					
		I-11/16/21 STMT	101-4520-434	MACHINERY/EQU RECIP SAW-ACCESSORIES/PARKS	000000	359.98
01-3343	L.L. BEAN, INC.					
		I-9073461215	101-4520-426	SUPPLIES SERVICE AWARD - REIF / PARKS	000000	40.95
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2021-133	101-4520-422	PROFESSIONAL LANDSCAPE MAINT PLANNING/PARKS	000000	582.00
01-3877	MUTUAL OF OMAHA					

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-001281041910	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3977	ACE HARDWARE OF LEAD					
		I-023742	101-4520-426	SUPPLIES JIG SAW 20V MAX-BLADE/PARKS	000000	135.18
01-4102	DAKOTA KUSTOM COATINGS					
		I-2851	101-4520-425	REPAIRS SAND BLAST-COAT RAILING/PARKS	000000	338.80
01-4535	ECANOPY					
		I-44667	101-4520-426	SUPPLIES ALUM TUBING-CROWN RIDGE/PARKS	000000	2,064.02
		I-44720	101-4520-426	SUPPLIES ALUMINUM TUBING/PARKS	000000	1,915.76
01-4574	UNITED LABORATORIES					
		I-INV333520	101-4520-426	SUPPLIES RUST CONVERT-BL PAINT-ADH/PRKS	000000	684.03
01-4711	AMAZON CAPITAL SERVICES					
		I-1T4P-XCVQ-NNCH	101-4520-426	SUPPLIES REPLACEMENT PRINTER INK/PARKS	000000	25.66
01-4848	ADOBE INC					
		I-1525328799	101-4520-426	SUPPLIES ADOBE ACROBAT PRO SUBSCRIPTION/PARKS	000000	45.30
					DEPARTMENT 520 PARKS	TOTAL: 13,557.73
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,750.43
01-3314	CENTURY BUSINESS PRODUC					
		I-593252	101-4640-428	UTILITIES HP/PZ CONTRACT 10/9/21-11/8/21	000000	115.97
		I-593253	101-4640-428	UTILITIES HP/PZ PLOTTER 8/9/21-11/8/21	000000	33.39
01-3877	MUTUAL OF OMAHA					
		I-001281041910	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,907.22
					FUND 101 GENERAL FUND	TOTAL: 111,270.07

01/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-0973	PETTY CASH- LIBRARY	I-12012021	206-4550-426	SUPPLIES REIMBS.POSTAGE FEES - LIBRARY	000000	32.37
01-1171	A & B BUSINESS SOLUTION	I-IN894150	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	57.36
01-1562	MIDWEST TAPE	I-501229259	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
		I-501263873	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	121.95
		I-501296445	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	173.93
		I-501296447	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	29.99
01-1613	THE LIBRARY STORE, INC.	I-543434	206-4550-426	SUPPLIES DVD CASES - LIBRARY	000000	304.60
01-3877	MUTUAL OF OMAHA	I-001281041910	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4711	AMAZON CAPITAL SERVICES	I-13KK-LW6K-4FDM	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	27.47
		I-17HQ-3M7P-49QT	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	22.77
		I-1DR7-FDYV-6JWR	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	22.99
		I-1RHY-HT79-FR9J	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	23.95
		I-1RHY-HT79-FR9J	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	101.66
01-4858	MODERN MARKETING	I-MMI143574	206-4550-424	PROGRAMMING TOTE BAGS (BH READS GRANT)-LIBR	000000	220.41
					DEPARTMENT 550 LIBRARY	TOTAL: 1,751.70
					FUND 206 LIBRARY FUND	TOTAL: 1,751.70

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-0578	TWIN CITY HARDWARE & LU	I-2111-163160	209-4510-426	SUPPLIES LABEL MAKER-CARTRIDGE/REC	000000	29.98
		I-2111-165764	209-4510-426	SUPPLIES (2) SINGLE CUT KEYS/REC CENTER	000000	3.98
01-0784	WESTERN STATES FIRE PRO	I-WSF388035	209-4510-422	PROFESSIONAL FIRE SPRINKLER INSPECTION/REC	000000	245.00
01-1502	BLACK HILLS CHEMICAL	I-211035	209-4510-426	SUPPLIES 20 GALLONS DISTILLED WATER/REC	000000	37.60
01-1827	MS MAIL & MARKETING	I-12677	209-4510-426	SUPPLIES MEMBERSHIP CARDS-STICKERS/REC	000000	180.00
01-2645	HAWKINS INC	I-6063053	209-4510-426	SUPPLIES DRYTEC GRANULAR/REC CENTER	000000	66.30
		I-6069761	209-4510-426	SUPPLIES PHENOL-REAGENT-AZONE-FOAM/REC	000000	950.79
01-3346	MONUMENT HEALTH	I-700000832112021	209-4510-422	PROFESSIONAL TESTING	000000	35.00
01-3421	S AND C CLEANERS	I-11/30/21 INV130	209-4510-422	PROFESSIONAL NOV CLEANING/REC CENTER	000000	3,898.00
01-3482	ZOGICS	I-242509	209-4510-426	SUPPLIES (4) WELLNESS CENTER WIPES/REC	000000	599.80
01-3877	MUTUAL OF OMAHA	I-001281041910	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4711	AMAZON CAPITAL SERVICES	I-1RH6-CXXC-3VPJ	209-4510-426	SUPPLIES MAGICARD RIBBON/REC CENTER	000000	85.75
		I-1VJQ-H13P-JV43	209-4510-426	SUPPLIES DESK CALENDARS/REC CENTER	000000	25.85
01-4765	AUCA WESTERN FIRST AID	I-RAP1-000757	209-4510-426	SUPPLIES TABLETS-WIPES-BANDAGES/REC	000000	344.21
					DEPARTMENT 510 REC CENTER	TOTAL: 7,092.02
01-0475	DEADWOOD CHAMBER & VISI	I-12/01/21	209-4980-422	PROFESSIONAL 12/6/21 BILL LIST - B&B	000000	2,314.53
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 2,314.53
					FUND 209 BED & BOOZE FUND	TOTAL: 9,406.55



PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-12/01/21	211-4630-423	MARKETING BID 9 FUNDING	000000	22,900.00
					DEPARTMENT 630 BID #9	TOTAL: 22,900.00
					FUND 211 BID #9	TOTAL: 22,900.00

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-12/01/21	212-4630-423	MARKETING 12/6/21 BILL LIST - BID 8	000000	5,700.00
01-3602	DEADWOOD GAMING ASSOCIA	I-12/01/22	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	5,000.00
					DEPARTMENT 630 BID 8	TOTAL: 10,700.00
					FUND 212 BID #8 (Business Improve)	TOTAL: 10,700.00

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-12/01/21	213-4630-423	MARKETING 12/6/21 BILL LIST - BID 1-6	000000	10,296.85
					DEPARTMENT 630 BID	TOTAL: 10,296.85
					FUND 213 BID #1-6 (Business Imprv)	TOTAL: 10,296.85

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0475	DEADWOOD CHAMBER & VISI						
		I-111521HP-1	215-4572-210	VISITOR MGMT BILL LIST FOR NOVEMBER 22 - HP	000000	25,269.61	
		I-111521HP-2	215-4572-215	VISITOR MGMT H&IC 4TH QUARTER	000000	17,500.00	
		I-111521HP-2	215-4572-210	VISITOR MGMT HPC MARKETING	000000	83,910.63	
01-1827	MS MAIL & MARKETING						
		I-12696	215-4572-235	VISITOR MGMT 2022 CALENDARS	000000	2,712.50	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	129,392.74
01-2014	TOMS, DON						
		I-LEDGER PROJECT1123	215-4573-335	HIST. INTERP. 1902 TAX RECORDS BOOK 1	000000	600.00	
01-2585	PASTPERFECT SOFTWARE						
		I-2021-37392-1	215-4573-335	HIST. INTERP. ANNUAL SUP 12/15/21-12/15/22	000000	432.00	
		I-2021-37392-1	215-4573-335	HIST. INTERP. ONLINE HOST 12/15/21-12/15/22	000000	380.00	
01-4091	J. PATTERSON PARK & MUS						
		I-W02020.008	215-4573-320	HIST. INTERP. CONSERV WOOD FLUME & WVN MAT	000000	2,145.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-16G6-NPC6-CMYG	215-4573-335	HIST. INTERP. IPAD TRIPOD STAND - ARCHIVES	000000	36.99	
		I-1VVW-39L3-C64F	215-4573-335	HIST. INTERP. IPAD MIC & LAPEL CLIP MIC-ARCH	000000	88.30	
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL:	3,682.29
01-0563	RCS CONSTRUCTION						
		I-#3F	215-4575-515	GRANT/LOAN RE 40 JEFFERSON RETAINING WALL	000000	1,728.85	
01-2298	TWIN CITY CONSTRUCTION						
		I-2021	215-4575-505-02	824 MAIN ST D DBN ROOF REPAIR 824 MAIN - HP	000000	8,000.00	
01-2997	BLACK HILLS PLAYHOUSE						
		I-112321	215-4575-520	GRANT/LOAN PR 2021 OUTSIDE DWD GRANT	000000	10,000.00	
01-4739	TWIN CITY HARDWARE-HP P						
		I-2110-162647	215-4575-525	GRANT/LOAN PA PAINT GRANT 152 CHARLES	000000	69.98	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	19,798.83
01-1827	MS MAIL & MARKETING						
		I-12696	215-4576-630	PROFES. SERV. 2022 CALENDARS	000000	471.32	
01-2394	GUNDERSON, PALMER, NELS						
		I-112451	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,290.00	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	1,761.32

PACKET: 05573 COMBINED - 12/7/21

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
01-0551	MENARD'S					
		I-17696	215-4577-725	CAPITAL ASSET ADAMS HOUSE FENCE	000000	1,515.76
01-0578	TWIN CITY HARDWARE & LU					
		I-2111-164944	215-4577-725	CAPITAL ASSET ADAMS HOUSE FENCE	000000	94.55
		I-2111-165655	215-4577-725	CAPITAL ASSET ADAMS HOUSE FENCE	000000	44.39
		I-2111-166237	215-4577-725	CAPITAL ASSET 3X5 BSC CTRL FABRIC-AH LANDSCA	000000	9.99
01-2764	LAMB PAINTING LLC					
		I-21217	215-4577-725	CAPITAL ASSET REPAIR WATER DAMAGE ADAMS HSE	000000	1,020.41
01-2994	CHAMBERLIN ARCHITECTS					
		I-1-2021	215-4577-735	CAPITAL ASSET DAYS GRANDSTAND CONCESSIONS/RR	000000	4,800.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						7,485.10
01-0433	WELLMARK BLUE CROSS BLU					
		I-12012021	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,263.48
01-1003	VERIZON WIRELESS					
		I-9892546799	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3314	CENTURY BUSINESS PRODUC					
		I-593252	215-4641-428	UTILITIES HP/PZ CONTRACT 10/9/21-11/8/21	000000	115.96
		I-593253	215-4641-428	UTILITIES HP/PZ PLOTTER 8/9/21-11/8/21	000000	33.39
01-3877	MUTUAL OF OMAHA					
		I-001281041910	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4711	AMAZON CAPITAL SERVICES					
		I-1HY7-FH4M-7419	215-4641-426	SUPPLIES OFFICE SUPPLIES/CAMERA CR - HP	000000	658.87
		I-1RWL-ND4J-3DTQ	215-4641-429	OTHER WOOD SLICES - FOT	000000	35.98
		I-1RXL-X7LP-J6DG	215-4641-426	SUPPLIES 100 CUSTOM FLASH DRIVES 16G-HP	000000	480.60
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,645.62
FUND 215 HISTORIC PRESERVATION TOTAL:						168,765.90

PACKET: 05573 COMBINED - 12/7/21

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			
01-0563	RCS CONSTRUCTION								
		I-#3F-2	216-1310	DUE FROM OTHE RW 40 JEFFERSON RICH/GASPER	000000	6,803.15			
01-2574	OLD WEST HEATING								
		I-3692	216-1310	DUE FROM OTHE REPAIR 57 LINCOLN TRENTZ	000000	79.88			
		I-3695	216-1310	DUE FROM OTHE REPAIRS 57 LINCOLN TRENTZ	000000	584.97			
01-4726	KNECHT HOME CNTR-GRANTS								
		I-6942614	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	22.00			
		I-6958289	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	59.35			
01-4813	HEIL MECHANICAL INC								
		I-DRAW 4	216-1310	DUE FROM OTHE 696 MAIN DEADWOOD MAIN LLC	000000	18,750.15			
01-4873	DEADWOOD MAIN, LLC								
		I-42521	216-1310	DUE FROM OTHE 2ND FLOOR PROGRAM 696 MAIN	000000	63,426.25			
01-4874	PRECISION MECHANICAL								
		I-16098-3	216-1310	DUE FROM OTHE 2ND FLOOR PROGRAM 696 MAIN	000000	13,092.75			
					DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	102,818.50	
01-1496	LAWRENCE CO. REGISTER O								
		I-111721	216-4653-960	CLOSING CO REC FEE 402 WILLIAMS HOHN	000000	60.00			
		I-111721-2	216-4653-960	CLOSING CO REC FEE FAIRMONT RUSSO	000000	60.00			
					DEPARTMENT 653	REVOLVING LOAN	TOTAL:	120.00	
					FUND	216	REVOLVING LOAN	TOTAL:	102,938.50

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

Section 4 Item a.

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200001610-TIF #6	561-4192-422	PROFESSIONAL ACCT# 8200001610 - TIF #6	000000	195,977.13
				DEPARTMENT 192 Public Buildings	TOTAL:	195,977.13
				FUND 561 LODGE AT DEADWOOD TIF	TOTAL:	195,977.13

12/03/2021 11:20 AM  
 PACKET: 05573 COMBINED - 12/7/21  
 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-12012021	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,672.38
01-0578	TWIN CITY HARDWARE & LU	I-2110-162116	602-4330-426	SUPPLIES (2) FBGL HDL RND PT SHOVEL/PAR	000000	35.98
		I-2110-162207	602-4330-426	SUPPLIES LOGITECH STEREO SPEAKER/WATER	000000	65.99
		I-2111-162985	602-4330-426	SUPPLIES 2 PK FLOUR TUBE/WATER	000000	21.99
		I-2111-163471	602-4330-426	SUPPLIES 6X6X4 JUNCTION BOX/WATER	000000	22.99
		I-2111-163972	602-4330-426	SUPPLIES 5/8" SPRING SNAP LINK/WATER	000000	6.99
01-1003	VERIZON WIRELESS	I-9892546799	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9892546799	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.05
		I-9892546799	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.42
		I-9892546799	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.95
01-1171	A & B BUSINESS SOLUTION	I-IN893822	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	72.81
01-1333	DEADWOOD ELECTRIC	I-22581	602-4330-422	PROFESSIONAL REPL GAS PUMP LIGHTS LEDS/WTR	000000	187.12
01-1404	SD WATER & WASTEWATER A	I-2022 MEMBER RENEW	602-4330-422	PROFESSIONAL MEMBERSHIP RENEWAL/LANCE SANDI	000000	10.00
		I-2022 MEMBER RENEW	602-4330-422	PROFESSIONAL MEMBERSHIP RENEWAL/BOB NELSON	000000	10.00
		I-2022 MEMBER RENEW	602-4330-422	PROFESSIONAL MEMBERSHIP RENEWAL/SCOTT REIF	000000	10.00
		I-2022 MEMBER RENEW	602-4330-422	PROFESSIONAL MEMBERSHIP RENEWAL/STEVEN HEND	000000	10.00
01-1467	SD ASSN. OF RURAL WATER	I-2022 RENEWAL MEMBR	602-4330-422	PROFESSIONAL 2022 ANNUAL DUES CLASS B/WATE	000000	590.00
01-3314	CENTURY BUSINESS PRODUC	I-593252	602-4330-426	SUPPLIES HP/PZ CONTRACT 10/9/21-11/8/21	000000	57.99
01-3346	MONUMENT HEALTH	I-700000832112021	602-4330-422	PROFESSIONAL TESTING	000000	25.00
01-3736	METERING & TECHNOLOGY S	I-20973	602-4330-426	SUPPLIES 2" COMP METER-MOUNT-FLANGE/WTR	000000	2,045.86
01-3837	SACRISON ASPHALT	I-21119-04	602-4330-425	REPAIRS 4.54 TONS ASPHALT/WATER	000000	272.40
01-3877	MUTUAL OF OMAHA	I-001281041910	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	19.72
01-4711	AMAZON CAPITAL SERVICES	I-1T4P-XCVQ-NNCH	602-4330-426	SUPPLIES REPLACEMENT PRINTER INK/WATER	000000	25.66



PACKET: 05573 COMBINED - 12/7/21

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
01-4848	ADOBE INC	I-1525328799	602-4330-426	SUPPLIES ACROBAT PRO SUBSCRIPTION/WATER	000000	45.31
DEPARTMENT 330 WATER						TOTAL: 8,575.62
FUND 602 WATER FUND						TOTAL: 8,575.62

PACKET: 05573 COMBINED - 12/7/21  
 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
01-0475	DEADWOOD CHAMBER & VISI	I-5479	607-4580-422	PROFESSIONAL 2021 SD VISITOR GUIDE COOP MM	000000	856.40
01-3838	VAST BROADBAND	I-111621MM-GS	607-4580-428	UTILITIES MT MORIAH GS 11/20/21-12/19/21	000000	138.19
		I-111621MM-SA	607-4580-428	UTILITIES MT MORIAH SA 11/20/21-12/19/21	000000	40.87
		I-111621MM-TB	607-4580-428	UTILITIES MT MORIAH TB 11/20/21-12/19/21	000000	125.60
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	1,161.06
				FUND 607 HISTORIC CEMETERIES	TOTAL:	1,161.06

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,851.51
01-1003	VERIZON WIRELESS	I-9892546799	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9892546799	610-4360-422	PROFESSIONAL (3) PARKING ENFORCMT SYS/P&T	000000	125.85
		I-9892682892	610-4360-422	PROFESSIONAL PHONE SERVICE - METERS/ P&T	000000	40.01
01-3877	MUTUAL OF OMAHA	I-001281041910	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	13.12
01-3895	AFFORDABLY CREATIVE ENG	I-379	610-4360-422	PROFESSIONAL LEGAL FEES FOR RELEASES/P&T	000000	1,910.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,980.50
01-0433	WELLMARK BLUE CROSS BLU	I-12012021	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	588.04
01-0578	TWIN CITY HARDWARE & LU	I-2110-162169	610-4361-426	SUPPLIES 4 MIL BLK POLY FILM/TROLLEY	000000	16.99
		I-2111-164263	610-4361-426	SUPPLIES 32 GAL BLUE TRASH CAN/TROLLEY	000000	31.79
		I-2111-164930	610-4361-426	SUPPLIES PRINTING CALCULATOR/TROLLEY	000000	54.99
01-1498	A & J SUPPLY	I-1725	610-4361-426	SUPPLIES S 025 GAS/TROLLEY	000000	76.00
01-3706	STURGIS AUTO PARTS, INC	I-261711	610-4361-426	SUPPLIES (48) NAPA GOLD OIL FILTERS/TRO	000000	396.48
01-3877	MUTUAL OF OMAHA	I-001281041910	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	HUNTINGTON	I-12012021	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-12012021	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-12012021	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						10,570.85
FUND 610 PARKING/TRANSPORTATION TOTAL:						15,551.35

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

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
01-3362	FIRST INTERSTATE BANK					
		I-#8200017357-TIF#10	719-4000-429	OTHER ACCT#8200017357 - TIF#10	000000	97.21
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	97.21
				FUND 719 TIF #10 TRU HOTEL	TOTAL:	97.21

PACKET: 05573 COMBINED - 12/7/21  
VENDOR SET: 01  
FUND : 721 TIF #9 OPTIMA  
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
01-3673	LIBERTY NATIONAL BANK					
		I-#60004256 - TIF#9	721-4000-429	OTHER ACCT# 60004256 - TIF #9	000000	610.04
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	610.04
				FUND 721 TIF #9 OPTIMA	TOTAL:	610.04

PACKET: 05573 COMBINED - 12/7/21

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

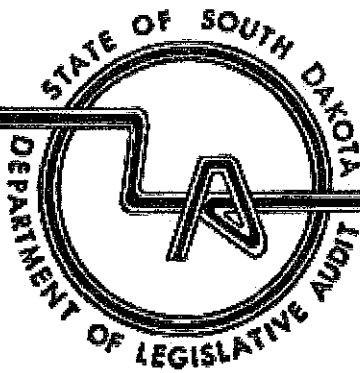
DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-TIF#8	725-4000-429	OTHER EXPENSE ACCT#8200017030 - TIF #8	000000	59,153.09
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	59,153.09
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	59,153.09
					REPORT GRAND TOTAL:	719,155.07

427 SOUTH CHAPELLE  
C/O 500 EAST CAPITOL  
PIERRE, SD 57501-5070  
(605) 773-3595



RUSSELL A. OLSON  
AUDITOR GENERAL

December 6, 2021

David R Ruth Jr., Mayor  
And  
Jessica McKeown, Finance Officer

Municipality of Deadwood  
102 Sherman Street  
Deadwood, South Dakota 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2020 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2020 and for the year then ended, and the related notes to the financial statements, which collectively comprise the Municipality's basic financial statements. In addition, we will audit the Municipality's compliance over major federal award programs as of December 31, 2021 and for the year then ended. Our audit will be conducted with the objective of expressing an opinion on each opinion unit applicable to those financial statements.

Accounting standards generally accepted in the United States of America require the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Municipality Contributions and the Schedule of Municipality's Proportionate Share of the Net Pension Liability (Asset) be presented to supplement the Municipality's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality's required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules
- Schedule of Municipality Contributions
- Schedule of the Municipality's Proportionate Share of the Net Pension Liability (Asset)

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

We have also been engaged to report on supplementary information other than RSI that accompanies the Municipality's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditure of Federal Awards

### **Audit Objectives**

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole.

We will also subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal award is presented fairly in all material respects in relation to the financial statements as a whole.

The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.
- Internal controls related to the major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 (Single Audit Act) and *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and the *Uniform Guidance* in considering internal control over compliance and major



program compliance. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11 and the *Uniform Guidance*, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act and the *Uniform Guidance*. Our audit will include tests of accounting records, a determination of major program(s) in accordance with the *Uniform Guidance*, and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit or on compliance with the requirements for each major federal award as required by the Single Audit Act and the *Uniform Guidance*, we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

### **Management Responsibilities**

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the *Uniform Guidance*. As part of the audit, we will provide guidance with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The Municipality has requested that we provide assistance as a nonaudit service in the compiling of the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, the Reconciliation of the Statement of Revenues, Expenditures and Changed in Fund Balance to the Statement of Activities, the Statement of Changes in Fiduciary Net Position, the notes to the financial statements and the schedule of expenditures of federal awards. This nonaudit service does not constitute an audit in accordance with Government Auditing Standards as we are simply performing the nonaudit service of compiling the information from your records. You are responsible for making all management decisions and performing all management functions relating to the notes to the financial statements and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the compiling of the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, the Reconciliation of the Statement of Revenues, Expenditures and Changed in Fund Balance to the Statement of Activities, the Statement of Changes in Fiduciary Net Position, the notes to the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, the Reconciliation of the

Statement of Revenues, Expenditures and Changed in Fund Balance to the Statement of Activities, the Statement of Changes in Fiduciary Net Position, the notes to the financial statements and the schedule of expenditures of federal awards prior to their issuance and have accepted responsibility for them. The Municipality has designated the Finance Officer as the individual with suitable skills, knowledge and experience to oversee this nonaudit service.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the *Uniform Guidance*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with the *Uniform Guidance*. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon **OR** make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the *Uniform Guidance*; (b) that you believe the schedule of

expenditures of federal awards, including its form and content, is fairly presented in accordance with the *Uniform Guidance*; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and the *Uniform Guidance*, our audit plan and test transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards* and the *Uniform Guidance*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the *Uniform Guidance*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of internal controls that we consider relevant to preventing and/or detecting material noncompliance with compliance requirements applicable to each of Municipality's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on internal controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the *Uniform Guidance*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards* and the *Uniform Guidance*.

### **Audit Procedures - Compliance**

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

*Uniform Guidance* requires our audit include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Further, the *Uniform Guidance* requires that we plan and perform our audit to provide us with enough evidence to support our opinion on whether the Municipality has complied with certain provisions of laws, regulations, contracts, and grants related to each major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the major federal programs. The purpose of our audit will be to express an opinion on the Municipality's compliance with the requirements applicable to each of its major federal award programs in our report on compliance issued pursuant to the *Uniform Guidance*.

### **Audit Administration, Fees, and Other**

Our fee for these services will be based on the time actually spent at our standard hourly rate is determined in accordance with state statute (Fiscal Year 2022 rate is \$75.00) and is subject to change each July 1<sup>st</sup>. We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

*Government Auditing Standards* state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

In addition, the *Uniform Guidance* requires the Municipality prepare a corrective action plan for each item of finding and questioned cost related to federal award programs that are disclosed as a result of our audit. The Municipality's corrective action plan is required to be included in the final report package.

*Uniform Guidance* requires you to file one electronic version of the audit report with the Federal Single Audit Clearinghouse, and to complete your portion of the electronic version of the Data Collection Form (Form SF-SAC). We will assist you in filing the electronic version of the Form SF-SAC with Federal Single Audit Clearinghouse. In addition, report filings with state agencies in Pierre, South Dakota, will be made by us. We will provide you with a sufficient number of copies of the final audit report to fulfill your requirements. The Data Collection Form is required to be submitted within the earlier of 30 days of the report release date or nine months following the close of the most recent fiscal year being audited.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

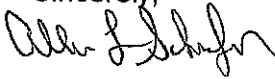
The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

*Government Auditing Standards* require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,



Allen L. Schaefer  
Auditor In Charge

Approved:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Finance Officer

\_\_\_\_\_

Date



The ICONnect AA VM is an automated attendant voice mail system developed by ICON Voice Networks to work with the Iwatsu Enterprise-CS and Alcatel-Lucent OXO Connect phone systems. It provides comprehensive automated attendant and voice mail feature support and an expandable port capacity.

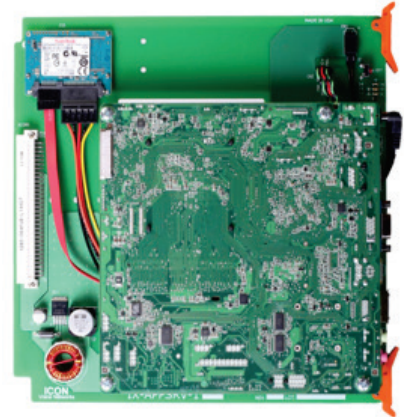
## ICONnect AA VM Platform

There are three main components to the ICONnect AA VM platform:

- ICONnect AA VM software
- ICONnect web programming interface
- ICONnect SIP interface

The ICONnect AA VM is offered in three configurations:

- Turn Key PC provided by ICON
  - 2.0GHz Quad Core Processor
  - LAN - 1x GB (10/100/1000)
  - Memory - 4 GB DDR3 1333MHz RAM
  - Hard Drive - 1.0TB SATA 6.0Gb/s 7200RPM 64MB 3.5" - WD Blue
  - Power Supply - 400W Power Supply
  - Operating System Linux CentOS 6.10 32-bit
  - Warranty - One-Year ICON Hardware Warranty
- Turn Key ICON APP SRV-1 card
  - Intel NM10 / 1.86Ghz Processor
  - Memory – 4GB
  - Flash Drive – 32GB
  - Power - ECS Motherboard
  - Operating System Linux CentOS 6.10 32-bit
  - Warranty - One-Year ICON Hardware Warranty
- VMWare Open Virtualization Appliance (.ova) image file.
  - ESXi Hypervisor Version 5.1 or later
  - 1 - V-CPU
  - 2 - GB RAM
  - 32 - GB Hard Drive
  - ICONnect AA / VM .ova file



ICONnect AA VM w/ ICON APPSRV-1

## Capacity

- 4-Port Base Package
- Expandable to 32 Ports
- 1024 Voice Mail Boxes
- 100 Attendant Menus
- Software Image Size: 32 GB
- Storage Capacity
  - 277 hours of message storage per system
  - 100 messages per mailbox

## Voice Mail Features

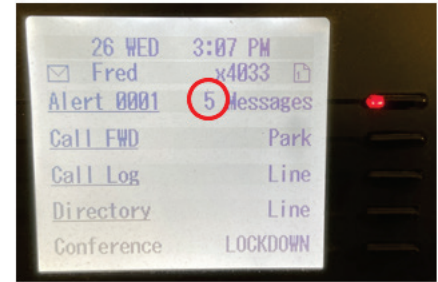
The following voice mail features are supported:

- Message count and message waiting indication of Iwatsu ICON series and Alcatel-Lucent Premium Desk Phone Display telephones
- Unavailable and temporary greetings.
- Telephone Message Waiting Indication and Message Count
  - CSTA integration with ECS
  - SIP Notify Message with OXO

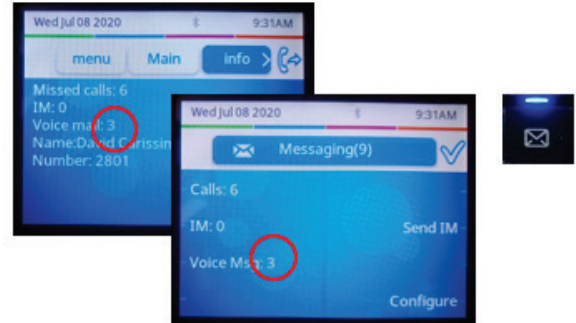
ICONnect AA VM Data Sheet

- Programmable Message Length
  - Minimum message length of 1 second
  - Maximum message length
    - No entry = Limited by HDD space
    - Default is 180 seconds
- Voicemail message forward to email
  - Message attached as mp3 file
  - Individual mailboxes can be configured to delete the message after it is sent
- Dial-by-name directory
  - First or Last Name
  - Mailboxes can be hidden from the directory
- Call Forking
  - Incoming calls routed through ICONnect AA VM programmable to ring the user's extension and another number such as a mobile phone. Specify second number to notify
  - Notification can be in parallel with the primary number or cascading
  - Requires user confirmation before the call is connected
- Call Deflection to Voice Mail
  - Iwatsu ECS - Press Voice Message key while station is ringing
  - OXO Connect – With Rainbow provides option to deflect call to voice mail from an incoming call screen pop on the PC or smartphone.
- Call Record
  - Press "Record" key on phone while in conversation to record call to voice mailbox. Call recorded supported on Iwatsu ECS only.
- Web-based management of messages
  - Listen to messages
  - Download wav file of message to PC
  - Delete messages
  - Click and drag to copy to another mailbox

Message Waiting Indication / Message Count



Iwatsu ICON-Series 5810/5910/5930 Phone



OXO Connect Premium Desk Phone

**Automated Attendant Features**

The following automated attendant features are supported:

- Calendars
  - Used for holiday scheduling
- Greeting Files
  - Upload recording through web interface
  - Record greetings using telephone by dialing into menu
  - Assign one or more sound files to create custom announcement
- Dial-By-Name Directory
  - Automatically generated based on programmed mailboxes
  - Individual mailboxes can be hidden
  - Search by first or last name
- Call Routing
  - Routing used to point calls to IVR menus, mailboxes, extensions and external phone numbers
  - Route based on incoming CO call on analog trunks without Caller ID
  - Route by DID number



Send ringing calls directly to voice mail



- Route to default IVR if no custom route configured or DID provided
- Supports multi-level routing
- Route based on day of week
- Route based on time of day
- Route based on calendar schedules (Holiday Calendar)
- Menus
  - Supports up to 100 IVR menus each with custom announcement
  - DTMF
    - 0-9, # and \*
    - Transfer to other menu
    - Transfer to extension / virtual extension
    - Transfer to Groups
    - Transfer to external number
    - Transfer to another IVR
    - Record greeting
- Routes
  - Handle routing for inbound public numbers
  - Assign calendar for holiday destination
  - Assign time/day exception destination
  - Assign normal operation destination
  - Assign default destination



ICONnect AA VM w/ ICONnection PC

## ICONnect AA VM Software

- Provided as an OVA file for virtual deployments.
- Provided as an appliance preinstalled on the ICON APPSRV-1 Card or ICONnection 2 Server.

## Iwatsu ECS Requirements

- Software Version 12
- MBU Card Installed in the system
- One ECS System Port License for each ICONnect AA VM voice mail port
- One SIP station port license for each ICONnect AA VM voice mail port
- CSTA license enabled in the Iwatsu ECS system

## Alcatel-Lucent OXO Connect Requirements

- Software Version 4.x
- One Open SIP Port License for each ICONnect AA VM voice mail port
- One UTL license for each ICONnect AA VM voice mail port

## Virtual Machine Requirements

- ESXi Hypervisor Version 5.1 or later
- 1 vCPU
- 2 GB RAM
- 32 GB hard drive
- ICONnect AA / VM OVA file

## ICON ICONnection 2 Server Specification

- 2U Rack Mount Industrial PC / Depth: 15.35", Max Card Depth: 9.00"
- Intel Celeron SoC and Intel Celeron J1900 Processor (2.0GHz Quad Core, Burst 2.42GHz) TDP 10W
- 1 - PCIe x16 Low Profile Slot
- 2 - PCIe x1 Low Profile Slot
- LAN: 1x GB (10/100/1000)
- Video: VGA + HDMI + DVI-D
- Audio: 5.1 channel by Realtek ALC662

## ICONnect AA VM Data Sheet

- 5x USB 2.0 Ports ( 2 Front, 3 Rear )
- 1x USB 3.0 Port ( 1 Rear )
- 1x COM Port (Headers)
- 1x Parallel Port (Headers)
- Operating Temperature: 0°C to 50°C (32°F to 122°F)
- Memory: 4 GB DDR3 1333MHz RAM
- Hard Drive: 1.0TB SATA 6.0Gb/s 7200RPM 64MB 3.5" - WD Blue
- Power Supply: 400W Power Supply
- Operating System: CentOS 6.10 32-bit
- Warranty: One-Year ICON Hardware Warranty

## ICONnect AA VM System Administration & Programming

- System Administration
  - Web Browser access for System programming and User mailbox access.
  - Administrators can access, program and modify system and user settings
  - System status, usage stats and call log access
  - Default system, import/export database



ICONnect AA VM WebProgrammer

## ICONnect AA VM Network Requirements

### Network Address

- ICONnect AA VM to the PBX via SIP station ports so the IP address must be on the same network as the PBX or routable to the PBX.
- The ICONnect AA VM is configured with a default static IP Address (172.30.30.63) to provide access for initial setup.

### Browser Programmer / Configurator

- A PC or laptop with network access to the ICONnect AA VM built-in web server is required to change the IP address to a permanent Static IP.

The products and features described are for illustrative purposes only and are subject to change. Equipment performance and capacities may be affected by system configuration. Interoperability with third-party products and/or services may be subject to limitation. Consult your authorized ICON Voice Networks reseller to design a system that meets the specific needs of your business.

Copyright 2020 ICON Voice Networks. All rights reserved. Trademarks for third party products and services are the property of their respective owners.

 **icon voice networks**  
**www.iconvn.com**  
**972-929-9100**



**SOUTH DAKOTA  
HUMANITIES COUNCIL**

1215 TRAIL RIDGE ROAD SUITE A  
BROOKINGS, SD 57006-4107

November 22, 2021

Patricia Brown  
Deadwood Public Library  
435 Williams St.  
Deadwood, SD 57732

**Proposal Number: #2021359**

Dear Ms. Patricia Brown:

Your request of the South Dakota Humanities Council to provide American Rescue Plan funds has been approved.

Details of the project are listed below:

**Type of Grant:** American Rescue Plan

**Grantee:** Deadwood Public Library

**Proposal Number:** #2021359

**Amount of grant:**

Grant Award:	\$6,578.00
Date of Agreement:	November 22, 2021
Period of Grant:	November 22, 2021– November 30, 2022

The Council asked that you send information updates about the events to program staff in Brookings. Also, please send information to all Humanities Council board members to ensure they are aware of your efforts. **It is essential that recipients of South Dakota Humanities Council grant funds acknowledge the South Dakota Humanities Council and the National Endowment for the Humanities as donors in their current fiscal year in all printed and electronic materials, including advertisements and publicity materials, and whenever written or verbal presentations are made.**

Please inform Council staff of changes in the program from what is outlined in the proposal. Any change in the schedule of activities requires prior approval. Changes in time, location, and speakers need to be communicated as we advertise events we sponsor.

We ask that you take special care of your record keeping. Please refer to your grant agreement and contract and the final report document for information on necessary record keeping.

**Midco Diving & Marine Services, Inc.**  
P.O. Box 513  
Rapid City, SD 57709-0513  
8004791558  
lori@midcodiving.com  
<http://www.midcodiving.com>



**BILL TO**  
City of Deadwood  
Attn: Randy Pfarr / Robert Nelson  
67 Dunlop Ave  
Deadwood, SD 57732

**INVOICE 4441**

**DATE 11/17/2021 TERMS Net 10 Days**

**DUE DATE 11/27/2021**

**JOB ID**  
P2020225

DATE	DESCRIPTION	AMOUNT
11/04/2021	Water Reservoir Cleaning and Inspection x 2	2,698.00
11/04/2021	Full Written Report x 2	400.00

Thank you for your business!

**TOTAL DUE \$3,098.00**

**Midco Diving & Marine  
 Services, Inc.**  
 P.O. Box 513  
 Rapid City, SD 57709-  
 0513  
 8004791558  
 lori@midcodiving.com  
 http://www.midcodiving.co  
 m

**BILL TO**

City of Deadwood  
 Attn: Randy Pfarr / Robert  
 Nelson  
 67 Dunlop Ave  
 Deadwood, SD 57732

**INVOICE 4442****DATE 11/17/2021 TERMS Net 10 Days****DUE DATE 11/27/2021****JOB ID**

P2019160

DATE	DESCRIPTION	AMOUNT
11/06/2021	Water Reservoir Cleaning and Inspection x 2	3,799.00
11/06/2021	Additional Work: Portable to Roosevelt Tank	350.00

Thank you for your business!

**TOTAL DUE****\$4,149.00**

The Lord's Cupboard, Inc  
7 South Main Street  
Lead, SD 57754

City of Deadwood  
102 Sherman St  
Deadwood, SD 57732

November 17, 2021

Dear Commissioners:

The Lord's Cupboard is requesting the \$2500 that was budgeted in the 2021 City budget.


Your support of this mission for your residents and the surrounding communities is appreciated.

We also thank you for continuing the recycling of aluminum cans for our benefit.

Thank you.

Sincerely

Sharon Narem



Director

605-580-5137

## COMBINED VOTING AGREEMENT

April 12, 2022

It is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

### **PURPOSE:**

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

### **PUBLICATION OF NOTICES;**

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statutes.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

### **COST SHARING:**

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Eighty Dollars (\$180.00) per day for Judges and Clerks and Two Hundred Four Dollars (\$204.00) per day for the Superintendent. Should circumstances beyond

## COMBINED VOTING AGREEMENT

April 12, 2022

the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

### **JUDGES:**

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

### **POLL BOOKS:**

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

### **CANVASSING THE VOTE:**

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

### **ABSENTEE BALLOTS:**

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

### **ELECTION SUPPLIES, PROCEDURES, ETC:**

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.



**COMBINED VOTING AGREEMENT**

April 12, 2022

**The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.**

**LEAD-DEADWOOD SCHOOL DISTRICT #40-1**

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

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

**Attest:**

**CITY OF CENTRAL CITY**

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

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

**Attest:**

**CITY OF DEADWOOD**

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

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

**Attest:**

**CITY OF LEAD**

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

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

**Attest:**

**CITY OF WHITEWOOD**

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

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

**Attest:**

# COMBINED VOTING AGREEMENT

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April 12, 2022

## LEAD-DEADWOOD SANITARY DISTRICT #1

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

Its: \_\_\_\_\_

Attest:

## LEAD FIRE PROTECTION DISTRICT

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

Its: \_\_\_\_\_

Attest:



**RESERVED RESIDENTIAL PARKING APPLICATION**

Date: 9-14-21

Applicant Name: Nick Drummond

Phone Number: 573-818-4677

This property has 38 feet of frontage (25' frontage is minimum required). Does this property have space for off street parking?  Yes  No

Please attach a photo.

Provide a brief summary of your need for reserved parking:

I currently live in Spearfish (Belle before that) and will become a fulltime resident of Deadwood when I finish sanding my floors this month.

I will move in by mid October.

All applicants agree to pay a one-time fee of \$50 to cover the cost of the sign and installation. The sign will be ordered and installed by city personnel.

Signed [Signature] Date 9-14-21

**THE FOLLOWING IS TO BE COMPLETED BY THE CITY**

This application was reviewed by the Parking and Transportation Committee on: \_\_\_\_\_

Recommendation: \_\_\_\_\_ ACCEPT \_\_\_\_\_ DENY

Applicant was granted a reserved residential parking space on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as recorded by the City Commission minutes.

Applicant was granted a denied residential parking space on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as recorded by the City Commission minutes.

**PROCEDURES FOR PARKING PERMITS**

1. Property owner must complete the application for reserved residential parking and return it to City Hall.
2. Once an onsite inspection has been completed, the Parking and Transportation Committee will review the application and make a recommendation to the City Commission.
3. The application then be reviewed and discussed at a City Commission Meeting, at which time, a decision will be made.
4. If approved, city personnel will order the sign and schedule a time for installation.



December 1, 2021

Jessicca,

It has been a great but busy year at Outlaw Square.

This Letter is a request for BED and BOOZE Funds in the amount of \$73,931.97. This amount covers administration, salaries, operations, marketing, and security expenditures as per budgeted.

Itemized list as followed:

Deadwood Chamber/Outlaw Square Payroll – July 2021	\$12,674.96
Deadwood Chamber/Outlaw Square Payroll - August 2021	\$12,907.75
Deadwood Chamber/Outlaw Square Payroll - September 2021	\$17,680.03
Deadwood Chamber/Outlaw Square Payroll - October 2021	\$11,546.35
Deadwood Chamber/Outlaw Square Payroll - November 2021	\$11,350.50
Badlands Security (May/June events)	\$ 2,185.38
South Dakota Department of Tourism (Marketing)	\$3,500.00
Ice Bumper Cars International (shipping)	\$2,087.00
<b>Total</b>	<b>\$73,931.97</b>

Thank you,

Bobby

Bobby Rock  
Outlaw Square Director

**Outlaw Square/Deadwood Chamber of Commerce & Visitors Bureau**

703 Main Street, Deadwood, South Dakota 57732 • 605-578-1876, ext 4 • [bobby@deadwood.org](mailto:bobby@deadwood.org) • [www.OutlawSquare.com](http://www.OutlawSquare.com)



Make	Model	Description
Kyocera	TASKalfa 4054ci	40 PPM Color MFP, 4 GB RAM, 32 GB SSD, 320 GB HD, Data Security Kit, WIFI and WIFI Direct, Mobile Printing

**Included Features**

- > 270 Sheet Dual Scan Doc Processing
- > 4000 Sheet Stapling Finisher
- > Fax Card
- > Scan to file/email/USB
- > DM Connect Workflow App
- > 1500 Sheet Large Capacity Paper Drawers
- > 12"x47" Banner Printing to be set up
- > 7 Bin Mailbox

**Purchase Option..... \$10,150.00**

	Lease Term	Lease Payment
<b>Leasing Options</b>	<b>60</b>	<b>\$197.93</b>

**Maintenance Agreement**

100% Inclusive except for Paper- covers all Parts, Labor, Mileage, Drums, and **TONER.**

**Black and White** billed at **\$0.008**

All Color images are billed on exact usage at the following tiers:

- All Tier 1 Color Prints at: **\$0.04** (Tier 1 is 0-4.0% Color Fill)
- All Tier 2 Color Prints at: **\$0.06** (Tier 2 is 4.01%-7% Color Fill)
- All Tier 3 Color Prints at: **\$0.08** (Tier 3 is 7.01%-Up% Color Fill)

Purchase/Lease Includes Installation, Delivery, and Training.

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



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

## **MEMORANDUM**

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**Date:** November 24, 2021  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Request to Purchase New Copier

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Staff is requesting permission to purchase a new copier, more specifically the Kyocera TASKalfa 4054ci. The new copier will replace our Kyocera TASKalfa 4550ci copier which was purchased in 2010. Parts for the TASKalfa 4550ci stopped becoming available in December of 2020 so parts are hard to find and used parts were used for the last repair in October.

Staff received a quote from Century Business Products in Rapid City for \$10,150.00. The quote is attached for your review. Staff chose to stay with Century Business Products since they are very familiar with the excellent service Century Business Products has provided of the past 11 plus years. This was budgeted in the 2022 Historic Preservation machinery/equipment line item.

The Historic Preservation Commission reviewed this purchase at the November 23, 2021 meeting and recommend to the City Commission to approve the purchase of Kyocera TASKalfa 4550ci from Century Business Products in Rapid City in the amount of \$10,150.00 to be paid from the 2022 Historic Preservation machinery/equipment line item.

### **RECOMMENDED MOTION:**

Move to approve the purchase of a Kyocera TASKalfa 4550ci from Century Business Products in Rapid City in the amount of \$10,150.00 to be paid from the 2022 Historic Preservation machinery/equipment line item.

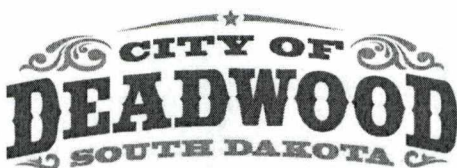
# Play It Again Sports

660 N. LaCrosse St  
Rapid City, SD 57701  
605-341-7529

Deadwood Rec Center 11/29/21

<u>Item</u>	<u>Amount</u>	<u>Price</u>	<u>Total</u>
1# Neoprene Coated Dumbbell	2	\$1.89	\$3.78
2# Neoprene Coated Dumbbell	8	\$3.78	\$30.24
3# Neoprene Coated Dumbbell	6	\$11.34	\$68.04
4# Neoprene Coated Dumbbell	16	\$7.56	\$120.96
5# Neoprene Coated Dumbbell	8	\$9.45	\$75.60
6# Neoprene Coated Dumbbell	10	\$11.34	\$113.40
8# Neoprene Coated Dumbbell	4	\$15.12	\$60.48
10# Rubber Dumbbell w/Chrome Handle	2	\$18.90	\$37.80
12# Rubber Dumbbell w/Chrome Handle	2	\$22.68	\$45.36
15# Rubber Dumbbell w/Chrome Handle	4	\$28.35	\$113.40
20# Rubber Dumbbell w/Chrome Handle	2	\$37.80	\$75.60
25# Rubber Dumbbell w/Chrome Handle	2	\$47.25	\$94.50
30# Rubber Dumbbell w/Chrome Handle	2	\$56.70	\$113.40
35# Rubber Dumbbell w/Chrome Handle	2	\$66.15	\$132.30
40# Rubber Dumbbell w/Chrome Handle	2	\$75.60	\$151.20
45# Rubber Dumbbell w/Chrome Handle	2	\$85.05	\$170.10
50# Rubber Dumbbell w/Chrome Handle	2	\$94.50	\$189.00
55# Rubber Dumbbell w/Chrome Handle	2	\$103.95	\$207.90
60# Rubber Dumbbell w/Chrome Handle	2	\$113.40	\$226.80
65# Rubber Dumbbell w/Chrome Handle	2	\$122.85	\$245.70
70# Rubber Dumbbell w/Chrome Handle	2	\$132.30	\$264.60
75# Rubber Dumbbell w/Chrome Handle	2	\$141.75	\$283.50
80# Rubber Dumbbell w/Chrome Handle	2	\$151.20	\$302.40
90# Rubber Dumbbell w/Chrome Handle	2	\$170.10	\$340.20
2.5# Bumper Plate	NOT	AVAILABLE	
5# Bumper Plate	NOT	AVAILABLE	
10# Bumper Plate	14	\$34.99	\$489.86
25# Bumper Plate	10	\$54.99	\$549.90
35# Bumper Plate	6	\$79.99	\$479.94
45# Bumper Plate	12	\$99.99	\$1,199.88
		<b>SUB TOTAL</b>	<b><u>\$6,185.84</u></b>
2982 pounds of used metal weights to trade in			\$1,192.80

**TOTAL** **\$4,993.04**



# Application for Tourist Conveyance License

(per DCO Chapter 5.40)

I am aware of, and was given a copy of the DCO Chapter 5.40 – Tourist Conveyance as well as read and understand the City of Deadwood Tourist Conveyance Regulations: Lisa Kitzmiller

Name of Company Owner/Manager

Renewal  New Application for Year: 2022

### Business

Business Name (as will appear on license): Alkali Ike Tours

Business Address: 200 Charles St. #16 Deadwood, SD 57732

Business Phone: 605-578-3147

Home/Cell Phone: 605-578-3147 / 605-723-4207

SD Sales Tax Number: 1008-21005T

If business is a partnership or corporation, please provide the name and address of each partner/officer.

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

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

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

### Person Completing Application

Applicant Name: Lisa Kitzmiller

Home Address: 200 Charles St #16 Deadwood, SD 57732

Home Phone/Cell Phone: 605-723-4207

Is applicant also the contact person?  Yes  No

If not, who is the contact person for this application:

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone/Cell Phone: \_\_\_\_\_

Proposed Dates of Operation: From May 2022 thru October 2022



Type of Vehicle(s): 2001 International Number of Vehicles: 1

**Vehicle Inspection:** A statement of inspection or a service record from an approved mechanic must be provided with this application of the above listed vehicles before license will be issued. A copy of the inspection or service record will be attached to this application and maintained on file with the Chief of Police.

Inspection or Service Record Received: \_\_\_\_\_

\_\_\_\_\_ Date Received \_\_\_\_\_ Signature of City Staff Receiving Application \_\_\_\_\_  
**Staging Location Preference:** Saloon #10

Location is subject to approval by the Deadwood City Commission with Parking & Transportation recommendation.  
(Attach recommendation letter(s) from adjacent businesses near proposed location)

**Insurance:** Liability coverage of two-million dollars (\$2,000,000.00) per accident is required naming the City of Deadwood as co-insured. (Attach letter from Agent upon acceptance of license)

Agent's Name and Address: HUB

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**License and Associated Fees:** License and associated fees are set by resolution on an annual basis. Please confirm with the City Finance Office the current license fee. (Fee covers operation of vehicle within the City of Deadwood, limited access to Mt. Moriah Cemetery and one (1) reserved parking location with no additional space(s) provided)

**License Deposit:** Deposit of two-hundred-fifty dollars (\$250.00) is due with this application on or before December 1<sup>st</sup> to reserve license for following year. Balance of license fee is due by May 1<sup>st</sup> of the operation year.

**Operations:**

1. All drivers must possess a certified CDL driver's license and meet all state and federal motor vehicle regulations.
2. Operation of all vehicles shall be in accordance with all state motor vehicle regulations.
3. Each company will be permitted to operate only one vehicle in Mt. Moriah Cemetery at any one time.
4. Each company will be permitted to operate only one vehicle to Mt. Moriah at any one time from assigned parking space.
5. Vehicles operating in Mt. Moriah note that this is still an active cemetery and that the dignity of that area will be maintained during all phases of operation.
6. Vehicles operating in Mt. Moriah will pay the entry for for all persons brought into Mt. Moriah. Fees will be paid to the City of Deadwood per the requirements of the Finance Office.
7. Vehicles will operate in such a manner as to not impede the flow of traffic. No vehicle will stop in a roadway, but will utilize designated stopping areas. Drivers of slow moving vehicles will utilize designated pull-out areas to allow vehicles following to pass safely.
8. If corporate structure or ownership changes, a new application is necessary.
9. The City of Deadwood reserves the right to cancel the license at any time for cause.

Application Signature: Lisa Kitzmiller Date 10/31/2021


License fee is non refundable

City of Deadwood Action: ( ) Approved ( ) Disapproved

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

## **SALOON NO. 10**

657 Main Street  
Deadwood, SD 57732  
Phone (605) 578-3346  
Fax (605) 578-1944  
www.saloon10.com

  
To whom it may concern:

As co-owner of the Old Style Saloon No. 10, I give permission to Alkali Ike Tours to park on Main Street in front of our business located at 657 Main Street.

Louie Lalonde

*Louie Lalonde*

**THE ONLY MUSEUM IN THE WORLD  
... WITH A BAR**

### BICKLE'S TRUCK AND DIESEL SERVICE

633 INDUSTRIAL STREET  
 BELLE FOURCHE, SD 57717  
 (605) 723-3553  
 (605) 723-8792 Fax  
 bickles@rushmore.com

11/23/2021 1:18:01 PM

**Invoice #21554**

Page:1

**ALKALI IKE TOURS**

**Phone: 605-578-3148**

PO BOX 202  
 DEADWOOD SD, 57732-

Service Writer : 7

**Vehicle : 2001 International 3000 School Bus**

VIN : 1HVBKADN71A934533

Tag/State : 74011V/SD

Fleet #/Driver:

Created : 4/19/2021 2:19:26 PM

Invoiced : 4/20/2021 3:55:22 PM

Odometer Out : 1

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
1	---	380023ACON	SEAL - OIL BATH TEFLON		\$74.86	\$74.86
1	---	47686	BEARING		\$67.76	\$67.76
1	---	SET408	39590-39520 SET TIMKEN		\$36.29	\$36.29
1	-	E2436	GASKET		\$2.24	\$2.24
1	---	2003349C91	REAR WHEEL HUB		\$533.40	\$533.40
1	---	F1	IN STATE FREIGHT		\$24.84	\$24.84
-		WHEELS	RETORQUE WHEELS			\$0.00

Note: ANY LUG NUT REMOVED MUST BE RE-TORQUED AT 25 MILES. IF NOT DONE, BICKLES IS NOT LIABLE FOR ANY DAMAGE CAUSED BY WHEEL COMING LOOSE.

SIGNATURE: \_\_\_\_\_

7.22 LABOR LABOR \$823.08

Note: Replaced left hand drive axle wheel hub, bearings and seal.

-4 LABOR LABOR (\$456.00)

Labor	.....	\$367.08
Parts	.....	\$739.39
Shop Supplies	.....	\$14.68
Sales Tax	BELLE FOURCHE, SD Rule @ 6.5%	\$72.87

**Total Due \$1,194.02**

Approvals

Date & Time      Total Amount      Authorized By      Method      Employee

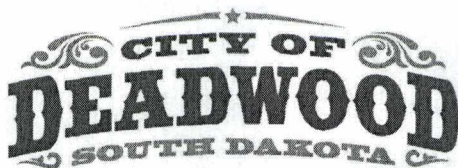
I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control.

Customer Signature *Lisa Kitzmiller*

Parts installed/sold are not warranted beyond warranties given by the respective manufactures. No other warranties are made except as listed on this invoice. Parts and labor are warranted for 3000 miles or 3 month whichever comes first. This warranty is limited to the work mentioned on this form only and is not transferable. Vehicle must be returned to our workshop, at customers expenses, to honor warranty. Warranty is void in case of misuse and/or neglect.

Terms: Net 10th of the month after purchase. A finance charge of 1.5% per month (Annual percentage rate of 18%) will be charged on all past due balances.





### Application for Tourist Conveyance License

(per DCO Chapter 5.40)

I am aware of, and was given a copy of the DCO Chapter 5.40 – Tourist Conveyance as well as read and understand the City of Deadwood Tourist Conveyance Regulations: Susan Caldwell

Name of Company Owner/Manager

Renewal  New Application for Year: 2022

#### Business

Business Name (as will appear on license): Original Deadwood Tour

Business Address: PO Box 472, Deadwood, SD 57732

Business Phone: 605-578-2091

Home/Cell Phone: Susan's cell - 605-580-1119

SD Sales Tax Number: 1019-4942-ST

If business is a partnership or corporation, please provide the name and address of each partner/officer.

Name: ~~Deadwood Land Holdings~~ <sup>LLC</sup> PO Box 472, DW, SD 57732  
KEVIN COSTNER

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

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

#### Person Completing Application

Applicant Name: Susan Caldwell

Home Address: 128 May St, Lead, SD 57734

Home Phone/Cell Phone: 605-580-1119

Is applicant also the contact person?  Yes  No

If not, who is the contact person for this application:

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone/Cell Phone: \_\_\_\_\_

Proposed Dates of Operation: From May 13, 2022 thru Oct. 10, 2022

Type of Vehicle(s): old school buses Number of Vehicles: 4

✓ **Vehicle Inspection:** A statement of inspection or a service record from an approved mechanic must be provided with this application of the above listed vehicles before license will be issued. A copy of the inspection or service record will be attached to this application and maintained on file with the Chief of Police. *+ inspect the buses.*

Inspection or Service Record Received: Tyler K will send next May (2022) after he services  
Date Received: \_\_\_\_\_ Signature of City Staff Receiving Application: \_\_\_\_\_

**Staging Location Preference:** 675 Main St, Deadwood, SD 57732  
Location is subject to approval by the Deadwood City Commission with Parking & Transportation recommendation.  
(Attach recommendation letter(s) from adjacent businesses near proposed location)

**Insurance:** Liability coverage of two-million dollars (\$2,000,000.00) per accident is required naming the City of Deadwood as co-insured. (Attach letter from Agent upon acceptance of license)

✓ **Agent's Name and Address:** HUB, PO Box 507 Deadwood, SD 57732

Policy Number: 70 APR 399560 Expiration Date: 10 / 10 / 22  
(70 APR 399560)

**License and Associated Fees:** License and associated fees are set by resolution on an annual basis. Please confirm with the City Finance Office the current license fee. (Fee covers operation of vehicle within the City of Deadwood, limited access to Mt. Moriah Cemetery and one (1) reserved parking location with no additional space(s) provided)

✓ **License Deposit:** Deposit of two-hundred-fifty dollars (\$250.00) is due with this application on or before December 1<sup>st</sup> to reserve license for following year. Balance of license fee is due by May 1<sup>st</sup> of the operation year.

**Operations:**

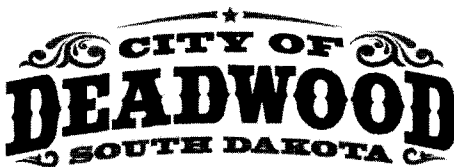
1. All drivers must possess a certified CDL driver's license and meet all state and federal motor vehicle regulations.
2. Operation of all vehicles shall be in accordance with all state motor vehicle regulations.
3. Each company will be permitted to operate only one vehicle in Mt. Moriah Cemetery at any one time.
4. Each company will be permitted to operate only one vehicle to Mt. Moriah at any one time from assigned parking space.
5. Vehicles operating in Mt. Moriah note that this is still an active cemetery and that the dignity of that area will be maintained during all phases of operation.
6. Vehicles operating in Mt. Moriah will pay the entry for for all persons brought into Mt. Moriah. Fees will be paid to the City of Deadwood per the requirements of the Finance Office.
7. Vehicles will operate in such a manner as to not impede the flow of traffic. No vehicle will stop in a roadway, but will utilize designated stopping areas. Drivers of slow moving vehicles will utilize designated pull-out areas to allow vehicles following to pass safely.
8. If corporate structure or ownership changes, a new application is necessary.
9. The City of Deadwood reserves the right to cancel the license at any time for cause.

**Application Signature:** Susan Caldwell **Date:** 10-28-2021

License fee is non refundable

**City of Deadwood Action:** ( ) Approved ( ) Disapproved

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



### Application for Tourist Conveyance License

(per DCO Chapter 5.40)

I am aware of, and was given a copy of the DCO Chapter 5.40 – Tourist Conveyance as well as read and understand the City of Deadwood Tourist Conveyance Regulations: Ride Deadwood LLC/Rebecca Joseph  
Name of Company Owner/Manager

Renewal  New Application for Year: 2022

#### Business

Business Name (as will appear on license): Ride Deadwood LLC

Business Address: 508 7th Street, #101, Rapid City, SD 57701

Business Phone: 605-800-TOUR (86687)

Home/Cell Phone: Rebecca 801-787-5381 Blake 213-407-8966

SD Sales Tax Number: 1037-2211-ST

If business is a partnership or corporation, please provide the name and address of each partner/officer.

Name: Rebecca Joseph Address: 4831 W. Main St, Rapid City, SD 57702

Name: Blake Joseph Address: 4831 W. Main St, Rapid City, SD 57702

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

#### Person Completing Application

Applicant Name: Rebecca Joseph

Home Address: 4831 W. Main St, Rapid City, SD 57702

Home Phone/Cell Phone: 801-787-5381

Is applicant also the contact person?  Yes  No

If not, who is the contact person for this application:

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone/Cell Phone: \_\_\_\_\_

Proposed Dates of Operation: From May 1st, 2022 thru October 31st, 2022

- 1997 IC 40 passenger  
- 2001 IC 36 passenger

Type of Vehicle(s): 2 modified school busses Number of Vehicles: 2

**Vehicle Inspection:** A statement of inspection or a service record from an approved mechanic must be provided with this application of the above listed vehicles before license will be issued. A copy of the inspection or service record will be attached to this application and maintained on file with the Chief of Police. - will complete in April 2022

Inspection or Service Record Received: \_\_\_\_\_

Staging Location Preference: Existing location @ 3 Siever Street  
Date Received \_\_\_\_\_ Signature of City Staff Receiving Application \_\_\_\_\_

Location is subject to approval by the Deadwood City Commission with Parking & Transportation recommendation.  
(Attach recommendation letter(s) from adjacent businesses near proposed location)

**Insurance:** Liability coverage of two-million dollars (\$2,000,000.00) per accident is required naming the City of Deadwood as co-insured. (Attach letter from Agent upon acceptance of license)

Agent's Name and Address: Chris Roberts 460 main St, Deadwood, SD 57732

Policy Number: 70APR396260 Expiration Date: 11 / 1 / 2022

**License and Associated Fees:** License and associated fees are set by resolution on an annual basis. Please confirm with the City Finance Office the current license fee. (Fee covers operation of vehicle within the City of Deadwood, limited access to Mt. Moriah Cemetery and one (1) reserved parking location with no additional space(s) provided)

**License Deposit:** Deposit of two-hundred-fifty dollars (\$250.00) is due with this application on or before December 1<sup>st</sup> to reserve license for following year. Balance of license fee is due by May 1<sup>st</sup> of the operation year.

**Operations:**

1. All drivers must possess a certified CDL driver's license and meet all state and federal motor vehicle regulations.
2. Operation of all vehicles shall be in accordance with all state motor vehicle regulations.
3. Each company will be permitted to operate only one vehicle in Mt. Moriah Cemetery at any one time.
4. Each company will be permitted to operate only one vehicle to Mt. Moriah at any one time from assigned parking space.
5. Vehicles operating in Mt. Moriah note that this is still an active cemetery and that the dignity of that area will be maintained during all phases of operation.
6. Vehicles operating in Mt. Moriah will pay the entry for for all persons brought into Mt. Moriah. Fees will be paid to the City of Deadwood per the requirements of the Finance Office.
7. Vehicles will operate in such a manner as to not impede the flow of traffic. No vehicle will stop in a roadway, but will utilize designated stopping areas. Drivers of slow moving vehicles will utilize designated pull-out areas to allow vehicles following to pass safely.
8. If corporate structure or ownership changes, a new application is necessary.
9. The City of Deadwood reserves the right to cancel the license at any time for cause.

Application Signature: [Signature] Date 10/28/21

License fee is non refundable

City of Deadwood Action: ( ) Approved ( ) Disapproved

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



Customer Information:

**City of Deadwood**  
 62 1/2 Dunlop  
 Deadwood, SD 57732

Ship To:

Customer Pickup  
 Whitewood, SD

Attn: Bob Nelson Jr

605-578-2082  
[bobjr@cityofdeadwood.com](mailto:bobjr@cityofdeadwood.com)

Quotation Date:

**11/12/21**

**900 Lineal Feet Bollard Fence  
 Yellow Creek Shooting Range**

<u>QTY</u>	<u>"</u>	<u>SIZE</u>	<u>'</u>	<u>DESCRIPTION</u>	<u>BOARD FEET EA</u>	<u>PRICE PER MF</u>	<u>PRICE EA</u>	<u>ITEM TOTAL</u>
91	6	x 6	x 8	#1 D.Fir Rgh QNAP - Fabricated Bollard post	24.00	\$2,460.00	\$59.04	\$5,372.64
135	2	x 6	x 20	#1 D.Fir Rgh QNAP	20.00	\$2,210.00	\$44.20	\$5,967.00

**Total \$11,339.64**

Total Board Feet: **4,884.00**

Notes:

Above price does not include applicable tax  
 Above price F.O.B. Whitewood, SD  
 Allow 60-90 days for material

Quote prepared by:  
 Dave Koch

PO Box 8 - Whitewood, SD 57793  
 Ph. No. 605-269-2215 ext. 17  
 Fax No. 605-269-2497  
 Nat'l WATS: 800-843-8304



**NOTICE OF PUBLIC HEARING  
EXTENDING ZONE 2**

**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 December 1, 2021 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:

**Zone 2:**

Extend Zone 2 to include 93 Sherman Steet. Currently stops at 83 Sherman Street.

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

Dated this 15th day of November, 2021

CITY OF DEADWOOD

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Jessicca McKeown, Finance Officer

Publish BH Pioneer: November 18, 2021

For any public notice that is published one time:

**NOTICE OF PUBLIC HEARING  
FOR BACK WHEN THEY BUCKED  
RELAXATION OF OPEN CONTAINER, AND SPECIAL FULL TEMPORARY  
LIQUOR LICENSE,**

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held December 6, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Sunday, May 29 and Monday, May 30, 2022 from 9:00 a.m. to 9:00 p.m. at the Event Complex.

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 15th day of November, 2021.

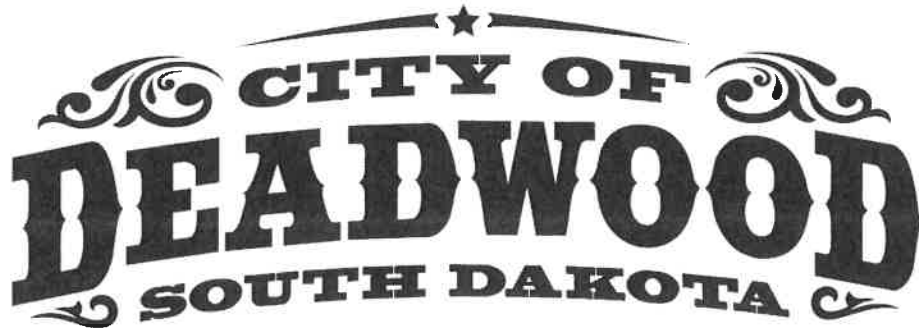
CITY OF DEADWOOD

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

Publish B.H. Pioneer: November 18, 2021

For any public notice that is published one time:

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



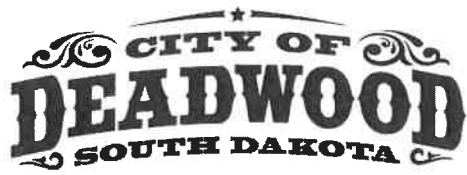
## Event Complex Rental and Use Agreement

**Event:** Back When They Bucked, PRCA Xtreme Bronc Match, Bareback Shoot Out & WPRA Breakaway Roping \_\_\_\_\_

**Date:** May 23- June 1, 2022 \_\_\_\_\_

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  
767 Main Street  
Deadwood, SD 57732  
605-578-1876



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Back When They Bucked

**Contact Information:**

Name of Applicant: Lynn Husman, President of BHSS Foundation

Business/Organization: Black Hills Stock Show Foundation

Mailing Address: 444 Mt. Rushmore Rd. North

City, State Zip: Rapid City, SD 57701

Business Phone: Lynn Cell: 605.391.9021 Cell Phone: Tif R. 605.545.7865

Email Address: events@tnteventmanagement.biz- Tif Robertson, Event Coordinator

**Dates Event Complex requested:**

Set up Date(s): May 23, 2022 Hour(s): 12pm-7pm

Event Date(s): May 28-30, 2022 Hour(s): 7am-12am

Clean-up Date(s): May 31- June 1, 2022 Hour(s): 7am-7pm

Approximate number of people who will attend: 3500

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

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

## Deadwood Event Complex Rental and Use Agreement

Event Name: Back When They Bucked PRCA Xtreme Bronc Riding, & WPRA Break-Away Roping

### 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: <u>Clay Cross</u> Phone: <u>605.490.2046</u>	Title: <u>Co-Committee Chair</u> Representing: <u>BHSS Foundation</u>
Name: <u>Travis Bechen</u> Phone: <u>605.431.8899</u>	Title: <u>Committee Member</u> Representing: <u>BHSS Foundation</u>
Name: <u>Tyler Robertson</u> Phone: <u>605.391.4557</u>	Title: <u>Committee Member</u> Representing: <u>BHSS Foundation</u>
Name: <u>Bruce Bruch</u> Phone: <u>605.431.5332</u>	Title: <u>Committee Memeber</u> Representing: <u>BHSS Committee Memb</u>
Name: <u>Justin Robertson</u> Phone: <u>605.484.0305</u>	Title: <u>Committee Member</u> Representing: <u>BHSS Committee Memb</u>
Name: <u>Tif Robertson</u> Phone: <u>605.545.7865</u>	Title: <u>Event Coordinator/ Co- Committe</u> Representing: <u>BHSS Foundation</u>





## Black Hills Stock Show Foundation Backed When They Bucked May 29-31, 2022 • Day's of 76 Event Facility Deadwood, SD

The Black Hills Stock Show Foundation mission is, "Preserving the Legacy and Investing in the Future." For over 25 years, the Foundation is dedicated to supporting the youth in higher education and organizations, programs, and projects that enhance services and education to the public. Through events, memberships and fundraisers, the foundation has given over \$650,000 to local organizations and awards over \$40,000 to graduating seniors furthering their education in agriculture.

The Black Hills Stock Show Foundation (BHSSF) will be hosting this event on an annual basis. We do not think there is a better place to increase awareness and provide revenue for both Deadwood and the BHSSF, than at the historical Day's of 76 Arena. The event will host PRCA World Champions, WPRO Women Champions and local champions that draw fans from all over the country with a goal of 3000-3500 spectators.

### **BHSS Foundation Addendum to include with Deadwood Complex Agreement:**

Water Truck to manned and provided by facility for all days of events

Rent or use of Ground Hog and Tractor if applicable for all events

Use of cement barriers for Tent stabilization

Bike racks and paneling provided by facility for security purposes

Horse panels provided and with set up/tear help to the committee from facility staff for horse pens

No construction barriers or equipment during event if applicable.

BHSSF will provide the layout and all areas for pre-set up like provided in 2021 at least 30 days prior to event and will meet with the Complex facility and staff at least 90 days prior to walk through the event set up/tear down and overall event highlights. Event Coordinator, Tif, will keep in touch with Sara and Tom as much as needed.

\*There may be additional needs come 2022 when meeting with the facility staff due to hosting additional events on May 29-31, 2022. Please note the extra set up/tear down days on contract.

Thank you,

Lynn Husman  
BHSSF President



Black Hills Stock Show Foundation  
444 Mt. Rushmore Rd. North  
Rapid City, SD 57701



**NOTICE OF PUBLIC HEARING  
FOR MONSTERS OF DESTRUCTION**

**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 December 1, 2021 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:**

Friday, July 1 from 2:00 p.m. to 10:00 p.m. and Saturday, July 2, 2022 from 3:00 p.m. to 10:00 p.m.

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 15th day of November, 2021.

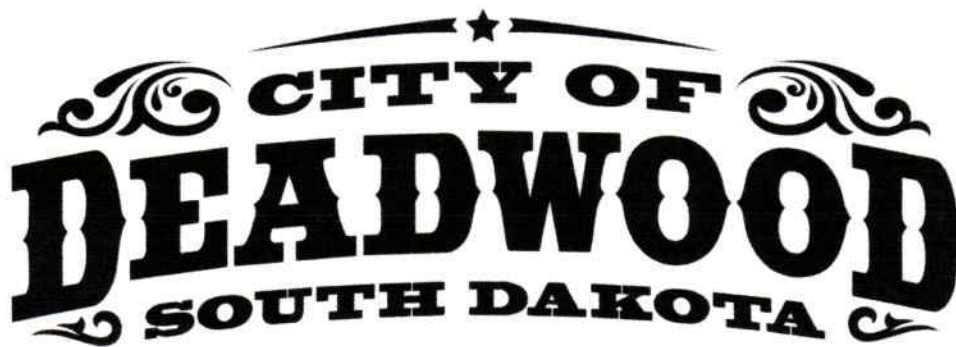
CITY OF DEADWOOD

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

Publish: B.H. Pioneer: November 24, 2021

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





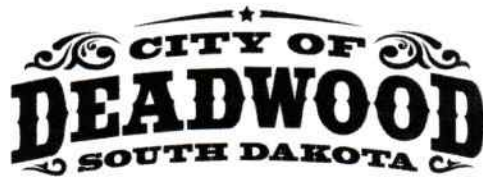
## Event Complex Rental and Use Agreement

**Event:** Monsters of Destruction

**Date:** July 1&2, 2022

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



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

**Contact Information:**

Name of Applicant: Andy Miller

Business/Organization: 2100 Inc

Mailing Address: 16427 Clarks Hill Way

City, State Zip: Westfield, IN 46074

Business Phone: 317-450-0772 Cell Phone: same

Email Address: andy@tpcevents.net

**Dates Event Complex requested:**

Set up Date(s): June 30 Hour(s): 0800-1700

Event Date(s): July 1&2 Hour(s): 0800-2200

Clean-up Date(s): July 3 Hour(s): 0900-1300

Approximate number of people who will attend: 5000

- 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

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

Parking Lots

# Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

### 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: <b>Andy Miller</b>	Title: <b>Partner</b>
Phone: <b>317-450-0772</b>	Representing: <b>2100 Inc</b>

Name: <b>Lee Collins</b>	Title: <b>Partner</b>
Phone: <b>253-740-4235</b>	Representing: <b>2100 Inc</b>

Name: <b>Mike Moore</b>	Title: <b>Partner</b>
Phone: <b>317-716-2684</b>	Representing: <b>2100 Inc</b>

Name:	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	Baseball Fields
<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 <i>x4</i>	\$500 / Day <i>x2</i>	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Rental Fees subject to change.**

**Damage Deposit (Refundable):** \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

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

*Please read the Use Guidelines for cancellation and reservation policies.*

**Fees**

**Refundable Deposits**

Event Complex Facilities	\$ 2000.00	Key Deposit	\$ 100.00
Parking Lots	\$ 1000.00	Cleaning/Damage Deposit	\$ 1000.00
Baseball Fields	\$		
<b>Total Fees</b>	<b>\$ 3000.00</b>	<b>Total Deposits</b>	<b>\$ 1100.00</b>

**Please write separate checks to the City of Deadwood** *(one check for event and one check for deposits)*

Organization: 2100 Inc

Name: Andy Miller

Title: Partner

Signature: *Andy Miller*

Date: 9/30/21

**For Office Use Only:**

Date Fees Received:

Total(s):

**ORDINANCE NUMBER 1338**  
**TO AMEND CHAPTER 5.12 CONTRACTORS**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.12 be amended as follows:

**5.12.010 Definitions.**

A. For the purposes of this chapter, the term “contractor” means any individual, partnership or corporation who, for payment in money or other valuable services or property, contracts with real property owners or their agents for the enlargement, alteration, repair, improvement, conversion or new construction or for which a building permit is required under the ordinances of the city. The terms shall include entities who perform work in the categories of awnings; carpentry; cement; chimney cleaning and repair; concrete and ready mix concrete; crane services; drilling; blasting; drywall; electrical services; elevator installation, maintenance or repair; excavation and heavy equipment; trucking gravel, fill or ready mix to or from a construction site; fencing; fire sprinklers and extinguishers; floor installation; glass and glazing; gutters; house moving; HVAC and related mechanical work; insulation; landscaping and irrigation; masonry; painting; plumbing; roofing; sand or soda blasting; power wash; siding; signing or structural steel. The term “contractor” shall also mean “sub-contractor”.

B. An “employee,” as opposed to a contractor, means a person whose compensation for construction work is reported by his or her employer on an Internal Revenue Service W-2 form and who is otherwise considered an employee under workers compensation and other applicable law.

**5.12.020 License requirements.**

A. All contractors as defined in Section 5.12.010 must obtain a license in order to do business in the city. License applications shall be on a form which shall contain such information as the ~~city building inspector~~ official may require, copies of which may be obtained from the planning and preservation office.

B. A contractor submitting an application must also show proof of compliance with all tax laws of the state of South Dakota, provide a certificate of liability insurance in an amount of at least one million dollars (\$1,000,000.00) per occurrence and at least two million dollars (\$2,000,000.00) aggregate naming the city as certificate holder, ~~verification of workers compensation insurance~~, proof of a state excise tax number and proof of a state license where one is required by state law. A contractor holding only a restricted license issued by the South Dakota Plumbing Commission per chapter 36-25 of SDCL and article 20-53 of the ARSD, is not eligible for a contractor’s license for the purpose of performing plumbing work required by this chapter.

C. An application must be accompanied by the appropriate fee.

D. Additionally, before any contractor doing any work for the city on any street or highway or on any building or premises owned by the city commences work, they shall file with the building official a certificate showing workers compensation insurance complying

with state law governing workers compensation limits and naming the city as a certificate holder. This insurance shall be maintained for the duration of employment by the city. Alternatively the contractor shall provide to the city a certificate of exemption issued by the South Dakota Department of Labor and Regulation.

#### **5.12.030 License fees.**

The annual fee for a contractor's license ~~shall be seventy-five dollars (\$75.00) per year~~ is listed in the city fee schedule which is set and amended by resolution. Holders of a license for the previous year shall be entitled to renew the license for a fee ~~of fifty dollars (\$50.00)~~ listed in the city fee schedule which is set and amended by resolution if the application for renewal together with the required proof and fee ~~shall be~~ is received by the city on or before February 15th. The fee for a contractor to obtain a license who is found to be working without a license is listed in the city fee schedule which is set and amended by resolution.

#### **5.12.050 Contractor responsible for building permit.**

It shall be the responsibility of every contractor operating within the city to determine whether a building permit is necessary by checking with the ~~city building inspector~~ official and to obtain any building permit that may be required.

#### **5.12.070 Exemptions from license requirements.**

An individual, partnership or corporation shall not be required to have a contractor's license to perform work on its own property. This section does not exempt such individual, partnership or corporation from the requirement to have a building permit or to follow all applicable state laws, city ordinances and codes.

#### **5.12.080 Violation—Penalty.**

A. Any contractor or owner who violates any provision of this chapter shall be subject to the general penalty provisions contained in Chapter 1.12 of this code.

B. Any contractor who has more than two (2) violations of any provisions of this chapter in any twelve (12) month period may have his or her license revoked, provided however that such a contractor shall be entitled to a hearing before the city commission to determine if such revocation is appropriate. Notice of revocation and right to a hearing shall be provided to the contractor in writing by the building official. A contractor whose license shall have been revoked under this section shall not be entitled to apply for a contractor's license in any subsequent year until he or she has appeared before the city commission and demonstrated to the commission's satisfaction that the violations leading to the license revocation are not likely to be repeated.

Dated this 6th day of December, 2021

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: November 15, 2021  
Second Reading: December 6, 2021  
Published: December 9, 2021  
Adopted: December 29, 2021

**ORDINANCE #1339**  
**AN ORDINANCE AMENDING CHAPTER 5.16 ELECTRICIANS**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.16 be amended as follows:

**5.16.010 Definitions.**

~~As used in this chapter:~~

~~—“Apprentice electrician” means a person learning the trade under supervision of any electrical contractor, journeyman electrician, or Class B electrician.~~

~~—“Class B electrician” means a person having the necessary qualifications, training, technical knowledge, and at least eighteen (18) months’ experience in wiring, installing, and repairing electrical apparatuses and equipment in accordance with the standard rules and regulations established by the State Electrical Board.~~

~~—“Electrical contractor” means a person having the necessary qualifications, training, experience, and technical knowledge to plan, lay out, and supervise the installation and repair of electrical wiring, apparatus, and equipment for electric light, heat and power in accordance with the standard rules and regulations governing such work, and who undertakes or offers to undertake with another to plan for, lay out, supervise, and install, or to make additions, alterations, and repairs in the installation of such work. A person must have had at least two years’ experience as a journeyman electrician before making application for an electrical contractor’s license.~~

~~—“Electrical equipment” means electrical conductors, fittings, devices, appliances, and fixtures.~~

~~—“Journeyman electrician” means a person having the necessary qualifications, training, technical knowledge, and at least four years’ experience in wiring, installing, and repairing electrical apparatuses and equipment in accordance with the standard rules and regulations established by the State Electric Board.~~

**5.16.020 License required.**

~~—Any person who engages in the business of installing electrical equipment within the city shall first obtain a license to do so and shall be bonded in the manner provided for in this chapter, with the following exceptions:~~

~~—A. A person doing his or her own work on his or her own property;~~

~~—B. Electrical installations in automotive equipment;~~

~~—C. Repair work on radios and household appliances;~~

~~—D. The connection of portable electrical equipment to permanently installed receptacles.~~



**5.16.030 Bond and liability insurance.**

~~—Any license granted to an electrical contractor shall not become effective until he or she has filed with the city finance officer and the commission has approved the following:~~

~~—A. A bond in the sum of one thousand dollars (\$1,000.00) for the faithful performance of all duties required by this chapter, or any other rules or regulations of the city;~~

~~—B. A certificate of insurance showing that the licensee has in force the following liability insurance: Not less than one hundred thousand dollars (\$100,000.00) for damage caused by injury to one person, not less than three hundred thousand dollars (\$300,000.00) for damage caused by injury to more than one person in one accident, and not less than one hundred thousand dollars (\$100,000.00) for property damage for one accident.~~

**5.16.040 Disconnect device requirement.**

~~—Any building within the city which has or needs an electrical service entrance of more than two hundred (200) amps single phase or three phase shall be equipped with an electrical disconnect device located on the exterior of the building in a location approved by the building inspector. Compliance with this requirement shall be required whenever a building permit is issued or whenever any major work is done on a building's electrical system.~~

**5.16.050 Violations of chapter.**

~~—Any violation of this chapter shall subject the violating party to all the penalties prescribed in Chapter 1.12.~~

Dated this 6th of December, 2021.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: November 15, 2021  
Second Reading: December 6, 2021  
Published: December 9, 2021  
Adopted: December 29, 2021

**ORDINANCE #1340**  
**AN ORDINANCE AMENDING CHAPTER 5.32 PLUMBERS AND PLUMBING**  
**CONTRACTORS**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.32 be amended as follows:

**5.32.010 Definitions.**

—As used in this chapter:

—“Journeyman plumber” means any person who, by his or her knowledge, training, and experience is qualified and capable of doing plumbing work;

—“Plumbing” means the act of installing pipes, fixtures and equipment for the conveyance of water, gas, sewage and other liquids;

—“Plumbing contractor” means any person contracting and responsible for plumbing work.

**5.32.020 License required.**

—Any person who engages in work as a journeyman plumber or plumbing contractor within the city shall first be licensed and bonded as required by this chapter, except for a person doing his or her own work on his or her own property.

**5.32.030 Bond and liability insurance.**

—Any license granted to a plumbing contractor shall become effective only after until he or she has filed with the city finance officer, and the city commission has approved, the following:

—A. A bond in the sum of one thousand dollars (\$1,000.00) for the faithful performance of all duties required by this chapter or by any other rules or regulations of the city, and to repay the city for all damages due to neglect, incompetency, failure in performance of work, inadequate guarding of excavations or failure to put all streets, alleys or public ways in as good condition as they were before the work was started, or for any other cause growing out of the negligence of the licensee.

—B. A certificate of insurance showing that the licensee has in force the following public liability insurance: not less than one hundred thousand dollars (\$100,000.00) for damage caused by injury to one person, not less than three hundred thousand dollars (\$300,000.00) for damage caused by injury to more than one person in one accident, and not less than one hundred thousand dollars (\$100,000.00) for property damage for one accident.

—C. It is a further condition of such bond that the obligators will hold the city harmless for all damages sustained by reason of neglect or incompetence of such licensee in the performance of work done, or careless guarding of excavations made, or failure to put all streets or public places in as good condition as they were before such work was commenced, or by reason of any cause growing out of the negligence of the licensee.

**5.32.040 Violations of chapter.**

~~—Any violation of this chapter shall subject the violating party to all the penalties prescribed in Chapter 1.12.~~

Dated this 6th of December, 2021.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

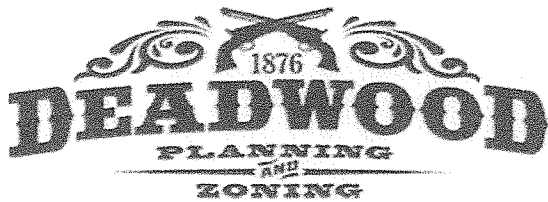
ATTEST:

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Jessicca McKeown, Finance Officer

First Reading: November 15, 2021  
Second Reading: December 6, 2021  
Published: December 9, 2021  
Adopted: December 29, 2021

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



Questions Contact:  
**Jeremy Russell**  
(605) 578-2082 or  
jeramyr@cityofdeadwood.com

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

### PETITION FOR ZONING AMENDMENT

**Application Fee: \$200.00**

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

Name of Petitioner: Tim Conrad Telephone: (605) 920-1214

Address: 92 Charles St Deadwood SD 57732  
Street City State Zip

Legal Description of Property: Lot I-1 Block 70 Ex H1 (301 sq Ft) & (H2 30 sq Ft) & E Original Town Deadwood

Description of Request: To change zoning from Commercial to Commercial Enterprise District

Present Zoning Classification: C Requested Zoning Classification: CE

Existing Use of Property: Storage

Signature of Applicant: Tim Conrad Date: 11-19-21

Signature of Property Owner: Tim Conrad Date: 11-19-21

Fee: \$200.00 Paid On 11-19-21 Receipt Number check #2018

Legal Notice Published Date: N/A Hearing Date: 12-1-21

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Signature: <u>S. Rice</u> Date: <u>11-23-21</u>
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	<input type="radio"/> Yes	<input type="radio"/> No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/City Commission:	<input type="radio"/> Yes	<input type="radio"/> No	Date: _____

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

## City of Deadwood

Dear Council:

I, Trinity Conrad, am writing a letter to the zoning council explaining our submission for a request for zoning change on behalf of the property of Tim Conrad. The property we wish to have rezoned is located at 32 Charles street in Deadwood, SD; the old Deadwood Home Center building.

Currently, this property is zoned Commercial and has been vacant for over 14 years, primarily being used for personal storage. We know this property has huge potential, so we are respectfully asking the zoning council to allow us to change the zoning to **Commercial Enterprise District**. This would allow us to use this property for more income producing businesses, including a locally owned medical cannabis dispensary in the front, with plans to add cultivation and manufacturing aspects in the future. Tim Conrad and Trinity Conrad, the majority owners, all reside in Deadwood, which will keep everything local and help the economy continue to grow.

If you allow us to rezone this property, we would be able to fund, with profits, a facelift on the outside, making the overall outside appearance more appealing. The plans include an overall upgrade to the parking lot, the outside facade, and a full inside rebuild; something this property desperately needs. It also would take an under-utilized building/location and create a large revenue stream for the City of Deadwood via licensing, taxable sales, and property tax, as well as increasing activity towards the south side of town. We do believe this plan will continue to propel Deadwood into the future, and help attract more visitors to the area by servicing specific medical needs.

We appreciate your time on this matter, and look forward to hearing your answer.

Respectfully,  
Tim Conrad, Trinity Conrad

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Deadwood, SD 57732



**Jeremy Russell**  
Planning and Zoning Administrator  
Telephone (605) 578-2082  
[jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com)  
Fax (605) 578-2084

**STAFF REPORT  
PLANNING AND ZONING  
REZONING ANALYSIS  
AMEDMANT TO ZONING MAP  
NOVEMBER 23, 2021**

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**APPLICANT:** Tim & Trinity Conrad

**PURPOSE:** Rezoning Request – Commercial to Commercial Enterprise

**GENERAL LOCATION:** 26 & 32 Charles Street

**LEGAL DESCRIPTION:** LOT I-1 BLK 70 EX H1 (301 SQ FT) & H2 (30 SQ FT) & E X I-1A (1515.69') & I-1B (2699") OF BLK 70 ORIGINAL TOWN DEADWOOD

LOT 107B BLK 71 ORIGINAL TOWN DEADWOOD

AND

LOT RC BLK 70 (SITS BEHIND 32 CHARLES) ORIGINAL TOWN DEADWOOD

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

**CURRENT ZONING:** Commercial – C1

**ASSESSOR’S NUMBER:** 30025-07000-000-00  
30025-07100-000-16  
30025-07000-000-15

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 – Residential District & Public Use  
South: C1 - Commercial  
East: C1 - Commercial  
West: R1 – Residential District

Surrounding Land Uses:

Sherman Street Parking Lot  
Monument Health  
Businesses/Housing  
Mickelson Trail Head/Sherman Lot

### SUMMARY OF REQUEST

The applicant has submitted a request for a zoning amendment to change from Commercial zoning district to Commercial Enterprise. The location of this property is the old Deadwood lumber yard located at 26 & 32 Charles Street.

### COMPLIANCE

1. The Zoning Officer provided notice identifying the applicant, describing the project and its location and giving the scheduled date of the public hearing in accordance with Section 17.96.020
2. A sign was posted on the property for which the requests were filed.
3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

### STAFF DISCUSSION

The applicant has submitted a request for a change of zoning for the purpose of operating a cannabis establishment. According to Deadwood City Ordinance 1337, An Ordinance amending Ordinance 1328, Creating Zoning Regulations for Cannabis Establishments, and the City of Deadwood Cannabis Establishment Zoning Map, this property's current zoning does not qualify for a cannabis establishment, however; the property does not fall into the prohibited areas identified by State statute and City ordinance. Because of this the applicant may request a zoning amendment.

### SECTION 17.100.030 -STANDARDS OF REVIEW

**In reviewing an amendment to the text of this Ordinance or an amendment to the Official Zoning District Map, the City Commission and Planning and Zoning Commission shall consider the following:**

- A. Whether the proposed amendment is in conflict with any applicable portions of this Ordinance.

*According to Deadwood City Ordinance 1337, An Ordinance amending Ordinance 1328, Creating Zoning Regulations for Cannabis Establishments, and the City of Deadwood Cannabis Establishment Zoning Map, this property's current zoning does not qualify for a cannabis establishment, however; the property does not fall into the prohibited areas identified by State statute and City ordinance. Because of this the applicant may request a zoning amendment.*

- B. Whether the proposed amendment is consistent with all elements of the Deadwood Comprehensive Plan.

*The Comprehensive Plan Future Land Use Map depicts the area as Commercial and is defined as follows: Areas of general commercial development located along main transportation routes in Deadwood, but outside of the historic commercial core; uses*

*within this district serve the commercial needs of local residents for retail, services, and office space, support Main Street businesses, and also include tourism-oriented businesses like visitor attractions and lodging, dining, and entertainment establishments; and, the density and scale within this district greatly varies, but is generally at a lower intensity than the historic commercial core.*

- C. Whether the proposed amendment is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood.

*The subject property is surrounded by a mixed use of zoning districts. There are currently 2 properties directly to the north that have Commercial Enterprise Zoning, the Engine House (Sherman Street Lot) and First Interstate Bank.*

- D. Whether the extent to which the proposed amendment would result in demands on public facilities, and the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, and emergency medical facilities.

*The proposed project will not impact the demand on the public facilities. The subject property is located in Zone X – Areas of 500-year floods; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees-from 100-year flood.*

- E. The effect of the proposed amendment on traffic generation and road safety.

*Currently the property has a low volume of pedestrian traffic and vehicular traffic going in and out of the property. Access to the property is off Charles Street, which runs parallel to the building and may require a traffic plan depending on the success of the business. At this time, a traffic study is not needed.*

- F. Whether the proposed amendment is consistent and compatible with the community character in the City of Deadwood.

*The proposed amendment is in harmony with the overall character of existing development of Deadwood.*

- G. Whether there have been changed conditions affecting the subject parcel or the surrounding neighborhood, which support the proposed amendment.

*The proposed amendment would support the business plan documented in the letter from the applicant. The intent of a Commercial Enterprise District is defined as follows: The CE commercial enterprise district is intended to provide locations for the development of a shopping area or center which will include commercial service establishments primarily catering to the retail service and merchandise needs of the local population. Gaming is not a permitted use in this district.*

- H. Whether the proposed amendment would be in conflict with the public interest and is in harmony with the proposed amendment may or may not be in conflict with the public interest.



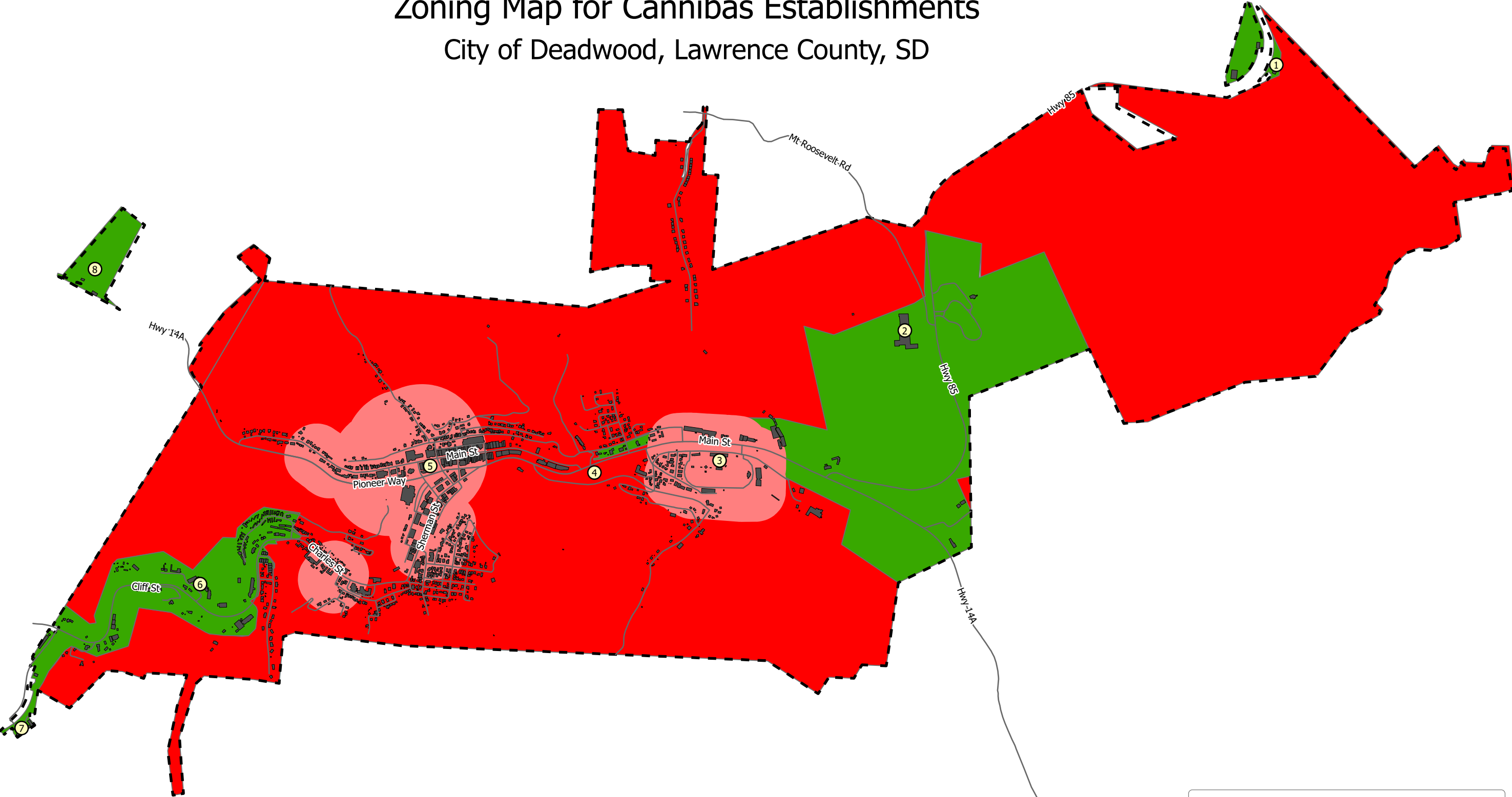
*At this time, there have been no comments in support or against this amendment and there will be a time for public comment prior to the discussion on this amendment.*

**ACTION REQUIRED:**

1. Recommended **Approval or Denial** by Planning and Zoning Commission.

# Zoning Map for Cannabis Establishments

## City of Deadwood, Lawrence County, SD



**Legend**

- Roads
- - - Deadwood City Limits
- Buildings

**Cannabis Regulation**

- Requires State and City Licensing
- Cannabis Establishments Prohibited
- Cannabis Prohibited by State Statute and/or City Ordinance

**Points of Reference:**

- 1 - K&M Jewelers
- 2 - The Lodge
- 3 - Days of '76
- 4 - Deadwood Welcome Center
- 5 - Outlaw Square
- 6 - Deadwood Gulch
- 7 - Deadwood Outdoor Rentals
- 8 - Deadwood KOA

**ORDINANCE NO. 1346  
AN ORDINANCE AMENDING TITLE 17 - ZONING  
CITY OF DEADWOOD  
ZONING MAP**

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

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

Lot I-1 Block 70 Ex H1(301 Sq Ft) & H2 (30 Sq Ft) & Ex I-1A (1515.69’) & I-1B (2699”) of Block 70, Lot RC Block 70 (sits behind 32 Charles), and Lot R8 City of Deadwood Railroad Property, Original Town Deadwood Lawrence County, South Dakota.

FROM: C1 – Commercial  
TO: CE – Commercial Enterprise

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

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

Lot 1-1 Block 70 Ex H1(301 Sq Ft) & H2 (30 Sq Ft) & Ex 1-1A (1515.69’) & 1-1B (2699”) of Block 70, Lot RC Block 70 (sits behind 32 Charles), and Lot R8 City of Deadwood Railroad Property, Original Town Deadwood.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **CE - Commercial Enterprise**. The parcel contains 0.537 Acres, more or less.

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

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Adopted: January 12, 2022

**ORDINANCE NO. 1341  
AN ORDINANCE AMENDING BUSINESS  
IMPROVEMENT DISTRICT NO. 9 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 9 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 9 shall have the following boundaries:

**Transient Commercial Property Owners-hotels & motels**

**Group 1**

- ~~BH Inn & Suites~~ ~~206 Shadow Lane~~
- ~~Branch House~~ ~~37 Sherman Street~~
- Celebrity Hotel 629 Main Street
- Deadwood Cottages 390 Main Street
- Deadwood Cottages 388 Main Street
- Deadwood Miners 137 Charles Street
- Deadwood Rentals 36 Water Street
- ~~Trucano B & B~~ ~~124 Charles Street~~

**Group 2**

- Bullock Hospitality 633-635 Main Street
- Deadwood Gulch Gaming Resort 304 Cliff Street
- Deadwood Mountain Grand 1906 Deadwood Mtn Dr.
- Deadwood Station 68 Main Street
- Doubletree By Hilton 360 Main Street
- First Gold Hotel/Travelodge 270 Main Street
- Four Points Hotel 575 Main Street
- Franklin Hotel 709 Main Street
- Gold Dust Hotel/Pineview 23 Lee Street
- Gold Country Inn 801 Main Street
- Hampton Inn at Tin Lizzies 555 Main Street
- Hickok's Hotel & Casino 685 Main Street
- Holiday Inn Express 22 Lee Street
- Iron Horse Inn 27 Deadwood
- Lodge at Deadwood 100 Pine Crest Lane
- SpringHill Suites by Marriott 322 Main Street
- Tru by Hilton 372 Main Street

### **Non-Transient Commercial Property Owners**

Berg Jewelry and Gift	650 Main Street
Black Hills Novelty, LLC	69 Sherman
Deadwood Harley	681 Main Street
Fun Time (David Barth)	29 Lee Street
Jacobs Gallery	670 Main Street
JVK Holdings	596 Main Street
Madam Peacock's	638 Main Street
Midnight Star	677 Main Street
Isaac Almanza	696 Main Street
Patchstop, LLC	666 Main Street
Pink Door 629	625 Main Street
RE Center of DWD	11 Charles Street
Saloon No. 10	657 Main Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

**SECTION 3:** A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18<sup>th</sup> day of March, 2019, and adopted after the public hearing on the 6<sup>th</sup> day of May, 2019.

**SECTION 4:** Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1.

An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall

be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending

hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

**SECTION 8:** Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

**SECTION 9:** In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$10,000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to



be invalid.

**SECTION 13:** Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20<sup>th</sup> day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 1st day of January, 2022.

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Adopted: January 12, 2022

**ORDINANCE #1342**  
**TO AMEND CHAPTER 13.04, WATER SERVICE SYSTEM**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 13.04 Be amended as follows:

**13.04 WATER SERVICE SYSTEM**

**13.04.050 Tap fee.**

The tap fee for hooking up to the city water system is according to the following scale:

- ~~1. Two hundred fifty dollars (\$250.00), plus any additional costs incurred by the city, for residential hook up; and~~
- ~~2. Six hundred dollars (\$600.00), plus any additional costs incurred by the city, for commercial hook up.~~
1. All fees related to a water service tapping city infrastructure mains for residential, commercial, or fire suppression systems are listed in the city fee schedule, which is set and amended by resolution.

**13.04.090 Rates.**

A. Garbage:

1. Residential and ~~residential structures comprised of no more than two living units (small commercial accounts (defined as in home apartments on the same site as the primary residential account))~~: will be charged at the current City contract rate paid to a private contractor, which includes service and applicable tax, per month for all accounts, whether in service or not.
2. Commercial accounts: Responsible ~~for own garbage removal~~ to enter into contract with a contractor for garbage removal at the property owner's expense.

~~B. Rates to go into effect January 1, 2009~~

- ~~B. All fees related to a residential garbage service are listed in the city fee schedule, which is set and amended by resolution.~~

**13.04.130 Tap fee.**

The tap fee for hooking up to the city water system is according to the following scale:

- ~~1. Two hundred fifty dollars (\$250.00), plus any additional costs incurred by the city, for residential hook up; and~~
- ~~2. Six hundred dollars (\$600.00), plus any additional costs incurred by the city, for commercial hook up.~~
1. All fees related to a water service tapping city infrastructure mains for residential, commercial, or fire suppression systems are listed in the city fee schedule, which is set and amended by resolution.

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

ATTEST:

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Jessica McKeown, Finance Officer

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Adopted: January 12, 2022

**ORDINANCE #1343**  
**AN ORDINANCE AMENDING CHAPTER 13.08 SEWER SERVICE SYSTEM**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 13.08 be amended as follows:

**13.08.040 Permission to tap sewers; Fees.**

A. No person shall break or tap any lateral or trunk sewer at any place other than where a “Y” has been placed for the connection of the service sewers, except upon receipt of a permit as required by this chapter. When an opening is made in any lateral or trunk sewer at any place other than where a “Y” is left for such purpose, such opening shall be made under the supervision of the **water** superintendent by inserting a “Y” in the sewer main.

B. ~~All fees related to a sewer service tapping city infrastructure mains for residential and commercial are listed in the city fee schedule, which is set and amended by resolution. A fee of \$150.00 shall be included with the application for a sewer tap permit, as required in this chapter. This fee is the initial fee to connect to the City’s infrastructure.~~

**13.08.170 Fee.**

1. ~~All fees related to a wastewater collection for residential and commercial accounts are listed in the city fee schedule, which is set and amended by resolution. The owner of any property served by a city sewer shall pay a service fee as set forth in Chapter 13.04.090.~~

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading:           December 6, 2021  
Second Reading:       December 20, 2021  
Published:               December 23, 2021  
Adopted:                 January 12, 2022

**ORDINANCE NUMBER 1344**  
**SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2021**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2021:

**FUND 0101 GENERAL FUND**

Finance – Group Insurance \$10,000.00;  
 Police – Group Insurance \$25,000.00;  
 Streets –Supplies - \$63,000.00 and CIP – Sidewalks – \$10,000.00  
 Parks - Group Insurance \$12,000.00 and Supplies – \$15,000.00  
 Planning & Zoning – Group Insurance \$4,000.00;  
 Source of Revenue: Unexpended Cash

**FUND 0211 BID 9:**

Marketing \$190,000.00  
 Source of Revenue: Additional BID Revenue Received

**FUND 0214 BID 7:**

Marketing \$90,000.00  
 Source of Revenue: Additional BID Revenue Received

**FUND 0602 WATER FUND**

Group Insurance \$15,000.00, Professional Services - \$30,000.00, Supplies – \$25,000.00  
 Source of Revenue: Unexpended Cash

**FUND 0607 HISTORIC CEMETERIES**

Professional Services - \$20,000.00 and Repairs - \$25,000.00  
 Source of Revenue: Additional Revenue

**FUND 0610 PARKING & TRANSPORTATION FUND**

Professional Services \$100,000.00, Improvements - \$100,000.00, Group Insurance - \$3,000.00  
 Source of Revenue: Additional Revenue

**TIF 0561 TIF #6** Lodge at Deadwood \$0.00

**TIF 0725 TIF #8** Stage Run \$59,153.09

**TIF 0721 TIF #9** Optima \$185.68

Source of Revenue: Property tax proceeds

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

CITY OF DEADWOOD

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

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ATTEST: Jessica McKeown, Finance Officer

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Effective: December 23, 2021

**ORDINANCE #1345  
TO AMEND CHAPTER 5.48 TAXICABS**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.48 be amended to read as follows:

**5.48.030 License fee.**

~~—The fee for such license is to be paid annually and in advance, shall be; for the first taxicab, the sum of the seventy five dollars (\$75.00) and for each additional license issued to any one (1) person, firm or corporation, the sum of twenty five dollars (\$25.00). Licenses shall extend from the 1st day of January until the 31st day of December following, and full license fee must be paid for any part of such year.~~

All fees related are listed in the city fee schedule, which is set and amended by resolution.

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Adopted: January 12, 2022

**ORDINANCE 1347**  
**ORDINANCE EXTENDING ORDINANCE 1336 EXTENDING ORDINANCE 1327 A**  
**TEMPORARY ORDINANCE REGARDING THE LOCAL PERMIT AND**  
**LICENSING OF CULTIVATION, TESTING AND MANUFACTURING OF**  
**MEDICAL CANNABIS**  
**AND DELAYING IMPLEMENTATION OF ORDINANCE 1329 CREATING**  
**ZONING REGULATIONS FOR CANNABIS ESTABLISHMENTS**

WHEREAS, the City of Deadwood previously adopted Ordinance 1327 on June 10, 2021 regarding the temporary issuance of local medical cannabis establishment permits and/or licenses;

WHEREAS, Ordinance 1327 made a preliminary finding that the city's current regulations and controls may not adequately address the unique needs and impact of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, Ordinance 1327 recognized that because the Department of Regulations had not yet adopted the final standards for medical cannabis the City would not be able to adequately assess the local zoning and licensing requirements necessary to approval local permits and to better ensure applicants have a more predictable permitting process to avoid stranded investments;

WHEREAS, Ordinance 1327 was adopted to ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the City's Comprehensive Plan could be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, Ordinance 1327 was adopted to preserve the status quo and to prevent significant investment pending the passage of the final State Department of Regulations final standards;

WHEREAS, Ordinance 1327 was adopted to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

WHEREAS, the City adopted Ordinance 1329 to create zoning regulations for cannabis establishments on September 8, 2021;

WHEREAS, the City believes it is still unable to adequately address facilities designed for cannabis testing, cultivation and manufacturing.

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

Ordinance Number 1327 Entitled A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and / or Licenses shall be modified to include cannabis testing, cultivation and manufacturing facilities. In accordance with this Ordinance and Ordinance Number 1327,



no licenses or permits regarding Medical Cannabis Establishments shall be expanded to include cannabis testing, cultivation and manufacturing facilities issued by the City of Deadwood until February 15, 2022.

Be it further resolved, Immediate Effect. This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13.

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

ATTEST:

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Jessica McKeown, Finance Officer

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Published: December 23, 2021  
Adopted: January 12, 2022

**CITY OF DEADWOOD  
RESOLUTION 2021-27  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE  
BY THE CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2022 year, replaces Resolution 2020-26. Rates effective January 1, 2022:

**FINANCE**

## Business Licenses:

New License.....	\$100.00
Annual Renewal(s).....	\$20.00
Special Alcohol License .....	\$100.00/day
NSF charges .....	maximum allowed by SDCL 57A-3-421

**POLICE DEPARTMENT:**

Accident Report .....	\$5.00
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## Animal Impound Fees:

First Impoundment.....	\$35.00
Second Impoundment .....	\$75.00
Third and Subsequent Impoundment .....	\$150.00

## Animal License:

Dog or cat, spayed or neutered .....	\$5.00
Dog or cat, unsprayed or neutered .....	\$10.00

## Fleet permits:

0-2 vehicles per year .....	\$500.00
3-5 vehicles per year .....	\$1,000.00
6-10 vehicles per year .....	\$1,500.00
Annual for each vehicle after 10 .....	\$150.00
6-month permit per vehicle .....	\$250.00

Pawn Broker.....	\$2,500.00
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Horse Drawn Vehicles-limited to two .....	\$150.00
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## Taxi License:

Limit five, maximum twenty vehicles .....	\$150.00
Each additional Taxi .....	\$50.00

**PLANNING & ZONING:**

## Signs:

Banner Fee .....	\$150.00
Sign Permit Fee.....	\$200.00

**Zoning Fees:**

Change of Zoning .....	\$200.00
Conditional Use Permit.....	\$200.00
Subdivision approval first lot.....	\$200.00
Variance .....	\$200.00

**Vending (temporary) 60-day notice required:**

Outside (14 days) .....	\$750.00
Inside (14 days).....	\$250.00
Convention Center (January – December).....	\$1,500.00

**Building & Contractor Fees:****Contractor License:**

New license .....	\$100.00
Renewal license (before February 15 <sup>th</sup> ) .....	\$75.00
Violation for Contractor operating without a license .....	\$150.00

**Grading Fee:**

0 to 10 cubic yards .....	no charge
11 to 50 cubic yards .....	\$50.00
Over 50 cubic yards .....	\$100.00

Investigation Fee..... **four** times building permit**Staging fee-construction:**

Parking Space per month .....	\$125.00
Use of City Property per month.....	\$500.00

**House Moving Permit Fee (into or within the city limits of Deadwood):**

Mobile or Manufactured Home as defined in SDCL 32-7A.....	\$50.00
All other structures.....	the fee schedule found in 15.01.060

**Deadwood Event Complex and Outlaw Square Events with Tickets:**

Facility Use Fee / Ticket Surcharge (Reserved Seating, General Admission):

Applied to sold tickets ..... ~~\$1.00~~ **\$2.00/Per Ticket/Per Performance****CEMETERIES:****Oakridge:**

Adult Plot, Burial Fees Space, excluding recording fee .....	\$300.00
For perpetual care (mandatory).....	\$150.00
Baby Plot, Burial Fees Space, excluding recording fee.....	\$150.00
For perpetual care (mandatory).....	\$150.00

**Mt. Moriah:****General Admissions:**

Individuals over 12 .....	\$2.00
Individuals 12 and under.....	free

**Tourist Conveyance License (up to 3 licenses issued):**

Renewal Deposit for 2022 (due by 2/01/2022).....	\$250.00
Annual License (May 1 to October 31) .....	\$750.00
Monthly minimum admissions to Mt. Moriah Cemetery .....	\$1,500.00

**Mt. Moriah Cemetery Admission for each passenger with Conveyance License**

Individuals over 12 .....	\$2.00
Individuals 12 and under.....	free

**RECREATION & AQUATIC CENTER**

Membership Rates:*	Daily	Monthly	Quarterly	Six month	Annual
Family Pass	\$14.00	\$30.00	\$82.00	\$150.00	\$270.00
Single Adult (19-54)	\$8.00	\$23.00	\$55.00	\$85.00	\$147.00
Child (0-12)	\$4.00	\$12.00	\$30.00	\$50.00	\$95.00
Senior (55+)	\$4.00	\$12.00	\$30.00	\$50.00	\$95.00
Corporate Family	n/a	\$25.00	\$70.00	\$140.00	\$260.00
Corporate Single	n/a	\$17.00	\$44.00	\$70.00	\$123.00

Key Cards - \$5.00

*\*Reciprocating membership with Lead Handley Center is an additional \$10.00/Per Month*

**PARKING:**

<b>Parking Violations*</b>	Within 7 Days	After 7 Days	After 30 Days	After 45 Days
Parking Meter Violation				
8am-10pm 7 Days/week	\$20.00	\$30.00	\$50.00	\$75.00
Broadway Ramp Violation 24/7	\$25.00	\$35.00	\$60.00	\$100.00
Blocking Driveway	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Area	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - 20 Minutes Only	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Library Use Only	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Trolley Stop	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Here to Corner	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Blocking Crosswalk/Sidewalk	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - City Employee Only	\$35.00	\$45.00	\$70.00	\$110.00
Recreation Center Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Yellow Marked Area	\$35.00	\$45.00	\$70.00	\$110.00
Permit Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Residential Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Dead Storage Over 24 Hrs.	\$35.00	\$45.00	\$70.00	\$110.00
Snow Removal/Street Cleaning	\$35.00	\$45.00	\$70.00	\$110.00
Parking in Unloading Zone	\$35.00	\$45.00	\$70.00	\$110.00
Motorcycle/Participant Only	\$20.00	\$30.00	\$50.00	\$75.00
Fire Hydrant Encroachment	\$35.00	\$45.00	\$70.00	\$110.00
Red Zone	\$100.00	\$140.00	\$180.00	\$200.00
Parked Against Traffic	\$35.00	\$45.00	\$70.00	\$110.00
Handicapped Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Purple Heart Recipient Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Immobilization Fee	\$200.00	\$220.00	\$250.00	\$300.00
Detached or Unattended Trailer	\$75.00	\$115.00	\$155.00	\$175.00

Meters/Kiosks ..... \$1.00 per hour  
 Flat Rate Parking lots ..... \$5.00 for 24 hours  
 Tow and Storage Fee ..... \$125.00 + \$25.00/for 24 hours

*\*After 45 Days Violations will be sent to a collection agency*

**Broadway Parking Facility:**

Daily Rates:

October 1<sup>st</sup> – April 30<sup>th</sup> ..... \$5.00 for 24 hours  
 May 1<sup>st</sup> – September 30<sup>th</sup> ..... \$10.00 for 24 hours

Lease Rates:\*

Employee/Resident Individual lease ..... \$50.00/month  
 Commercial Annual lease 1-25 spaces ..... \$100.00/month  
 \*26 + spaces will need review and negotiation by the Parking & Transportation Committee

**TROLLEY:**

Fares with cash ..... \$2.00/ride cash  
 Fares with token ..... \$1.00/ride token  
 All day pass ..... \$5.00/pass  
 Convention pass ..... \$5.00/pass  
 Punch card pass for 12 rides ..... \$10.00/pass

Group Rates:\*

0 – 25 members ..... \$100.00  
 26 – 50 members ..... \$200.00  
 51 – 75 members ..... \$300.00  
 76 – 100 members ..... \$400.00  
 Each 25 additional ..... \$100.00

*\*By showing a name tag of the registered group, rides would be unlimited, providing the event does not last longer than two (2) consecutive days*

**Paratransit Services:\***

	<u>Passengers 60 and Older</u>	<u>Passengers Under 60</u>
Deadwood to Deadwood	No Charge	\$2.50 per trip
Deadwood to Lead	No Charge	\$2.50 per trip
Deadwood to Spearfish	\$10.00 per trip	\$10.00 per trip
Deadwood to Sturgis/Ft Meade	\$10.00 per trip	\$10.00 per trip
Deadwood to Rapid City	\$15.00 per trip	\$15.00 per trip

*\*For Deadwood (city limits) residents (exact change required). A Trip is defined as one way.*

**PUBLIC WORKS:**

Nuisance/Labor Charges: \*

Nuisance Removal ..... \$71.50/hour/employee  
 Snow Removal ..... \$71.50/hour/employee  
 Repair for damage to city property ..... \$100.00/hour/employee

*\*Additional costs (supplies/equipment) incurred by the City may apply*

Tent Rental with Approved Special Event:

10' by 10' Set up and take down ..... \$200.00  
 20' by 30' Set up and take down ..... \$400.00  
 20' by 40' Set up and take down ..... \$600.00

**UTILITIES:**

Water:

**Residential** minimum demand charge.....~~\$27.40~~**\$28.40** Monthly for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	\$2.10/1,000 gallons
5,000 - 9,999 gallons	\$2.55/1,000 gallons
10,000 - 19,999 gallons	\$3.20/1,000 gallons
20,000 - 49,999 gallons	\$3.85/1,000 gallons
50,000 and over gallons	\$5.00/1,000 gallons

**Commercial** accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows: **(5% increase for 2022)**

Meter Size	Cost
1 inch or less	<del>\$49.15</del> <b>\$51.60</b>
1.5 inch	<del>\$65.80</del> <b>\$69.10</b>
2 inch	<del>\$98.70</del> <b>\$103.65</b>
3 inch	<del>\$148.00</del> <b>\$155.40</b>
4 inch	<del>\$197.35</del> <b>\$207.20</b>
6 inch	<del>\$296.05</del> <b>\$310.85</b>

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$3.85</del> <b>\$4.05</b> /1,000 gallons
10,000 - 49,999 gallons	<del>\$4.45</del> <b>\$4.70</b> /1,000 gallons
50,000 and over gallons	<del>\$5.10</del> <b>\$5.35</b> /1,000 gallons

**Waste water:**

Residential..... ~~\$3.75~~**\$5.00** per month  
 Commercial one (1) inch or less meter ..... ~~\$11.50~~**\$13.00** per month  
 Commercial meter greater than one (1) inch ..... ~~\$23.25~~**\$25.00** per month

Garbage/Recycling Service:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which excludes service and applicable tax, per month for all accounts, whether on or off .....~~\$22.25~~ \$23.00

Commercial accounts: Responsible for own garbage removal.

**Sanitary Sewer Tap Fee:**

Residential Tapping of Sanitary Collection System.....	\$400.00
Commercial Tapping of Sanitary Collection System.....	\$1,000.00

**Water Distribution Tap Fee:**

Both Residential and Commercial fees are the same, as the fee is based on the size of the water service to the property.

1" Tap.....	\$400.00
2" Tap.....	\$1,000.00
4" Tap.....	\$2,000.00
6" Tap.....	\$3,000.00

Dated this 6<sup>th</sup> the day of December 2021.

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

ATTEST:

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

(seal)

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



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

## **MEMORANDUM**

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**Date:** November 26, 2021  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2022 Architectural Survey Update

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The Historic Preservation Office has been approached by the State Historic Preservation Office (SHPO) to update the 1993 Deadwood architectural and historical survey of structures within the Deadwood National Historic Landmark District. This survey is used quite often in determining the history of a structure focusing on contributing and non-contributing status. In 2008 the Commission conducted a photographic update of the resources. With an updated inventory of our resources, we would see some of the projects we've participated in go from non-contributing to contributing. Furthermore, this information would be submitted officially to Department of Interior's National Park Service and the State Historic Preservation Office.

SHPO is willing to split the cost, manage the project, complete the leg work, complete all the detailed work, then deliver a finished product to Deadwood and the National Park Service. The estimated cost for the project is \$25,000 and this cost would be split 50/50 making our contribution \$12,500.

The Historic Preservation Commission reviewed this request at their November 23, 2021 meeting and recommend approval.

### **RECOMMENDED MOTION:**

Move to split the cost with SHPO to conduct an architectural survey of Deadwood in an amount not to exceed \$12,500 to be paid from the 2022 Professional Services line item.



OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
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**Kevin Kuchenbecker**  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** November 23, 2021  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Install Gas Line to Event Complex

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With the increased number of events taking place in the Event Complex it has become evident the concession stands operation need to continue to expand. Currently the facility does not have natural gas available and is an all-electric facility. Staff is requesting a gas line be installed in an overall savings plan into the future.

Staff is requesting permission to install a new gas line to the Event Complex by Montana-Dakota Utilities Co. (see attached documentation). The cost for the installation is \$6,778.00 to be paid out of the HP Capital Assets line item.

**Recommended Motion:** *Move to install a new gas line to the Event Complex to expand the concession stand operations for a cost not to exceed \$6,778.00 to be paid out of the HP Capital Assets line item.*



## Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.  
400 N 4<sup>th</sup> Street  
Bismarck, ND 58501

### State of South Dakota Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5  
Original Sheet No. 20  
Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20

#### FIRM GAS SERVICE EXTENSION POLICY Rate 120

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The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide firm sales or firm transportation service to customers is as follows:

#### A. General Rules and Regulations Applicable to all Firm Service Extensions

1. An extension will be constructed without a contribution if the estimated capital expenditure is cost justified as defined in paragraph A.3.
2. The Company may require customer or developer cost participation if the estimated capital expenditure is not cost justified.
3. The extension will be considered cost justified if the calculated maximum allowable investment equals or exceeds the estimated capital expenditure using the following formula:

Maximum Allowable Investment=

$$\frac{(\text{Annual Basic Service Charge} + (\text{Project Estimated 3rd Year Annual Dk x Distribution Delivery Charge}))}{\text{Levelized Annual Revenue Requirement Factor}}$$

4. Cost of the extension shall include, if applicable, the gas main extension(s), valves, tap setting and associated equipment, barricade, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.

The service line is that portion of the gas service extending from the main to the connection at the house regulator and/or meter.

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.
6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund

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<b>Issued By:</b>	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
<b>Docket No.:</b>	NG02-011		



**Montana-Dakota Utilities Co.**  
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 Bismarck, ND 58501

**State of South Dakota  
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
 Original Sheet No. 20.1  
 Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20.1

**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

Page 2 of 6

amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

No refund shall be made by Company after the five-year refund period and in no case shall the refund excluding interest, exceed the amount of the contribution.

7. The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within 12 months of such installation.

**B. Customer Extensions**

Cost participation for extensions where customers will be immediately available for service is as follows:

1. Contribution -
  - a. When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
  - b. The contribution shall be made by:
    - i. A one-time payment prior to construction, or
    - ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
    - iii. Customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or written guarantee commitment, shall be effective for the original five-year

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**State of South Dakota  
 Gas Rate Schedule – SDPUC Volume No. 2**

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Section No. 5  
 Original Sheet No. 20.2  
 Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20.2

**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement, or

- iv. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
  - c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
  - d. If within the five-year period from the extension(s) in service date, the number of active customers and related volume exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
  - e. The recalculated contribution requirement shall be collected from the new applicant(s).
2. Refund -
- a. The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Customers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
  - b. No refunds will be made until the new applicants begin taking service from the Company.

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 400 N 4<sup>th</sup> Street  
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**State of South Dakota  
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
 Original Sheet No. 20.3  
 Canceling Vol. 1 1<sup>st</sup> Rev. Sheet No. 20.3

**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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- c. If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.
3. Incremental Expansion Surcharge -
- a. The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to groups of customers requesting service totaling 10 or more when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with paragraph A.3.
    - i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
    - ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
    - iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement.
  - b. The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.
  - c. The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.
  - d. The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

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**State of South Dakota  
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5

Original Sheet No. 20.4

Canceling Vol. 1 Original Sheet No. 20.4

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**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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**C. Developer Extensions**

Cost participation may be required for extensions such as a subdivision or mobile home court, in which a developer is installing roads, utilities, etc., before housing is built.

**1. Contribution -**

- a. When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
- b. The contribution shall be made by:
  - i. A one-time payment prior to construction, or
  - ii. Developer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or a written guarantee commitment, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement, or
  - iii. Developer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

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**Montana-Dakota Utilities Co.**

*A Division of MDU Resources Group, Inc.*

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**State of South Dakota  
Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5  
Original Sheet No. 20.5

**FIRM GAS SERVICE EXTENSION POLICY Rate 120**

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- 2. Refund -
  - a. If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
  - b. The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Developers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
  - c. If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

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<b>Docket No.:</b>	NG02-011		

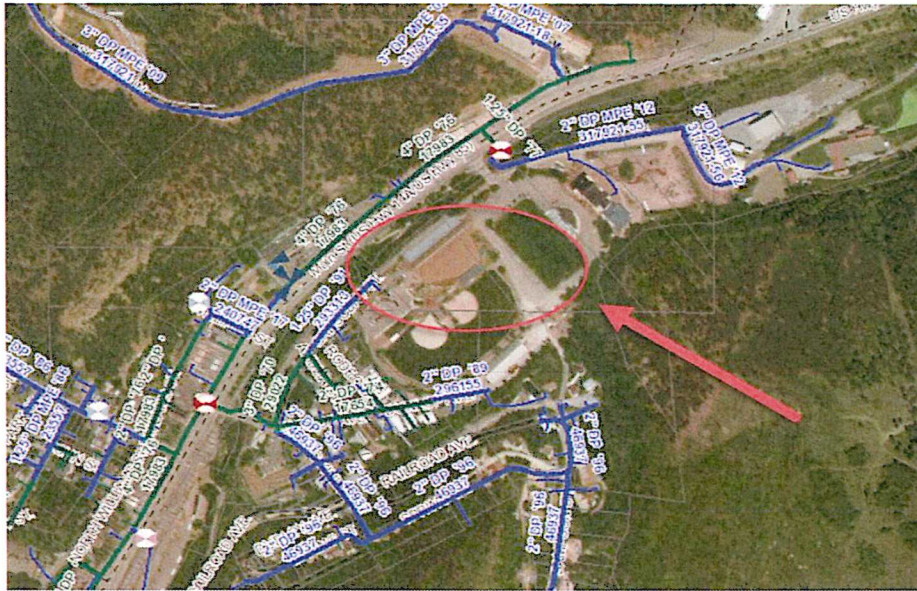
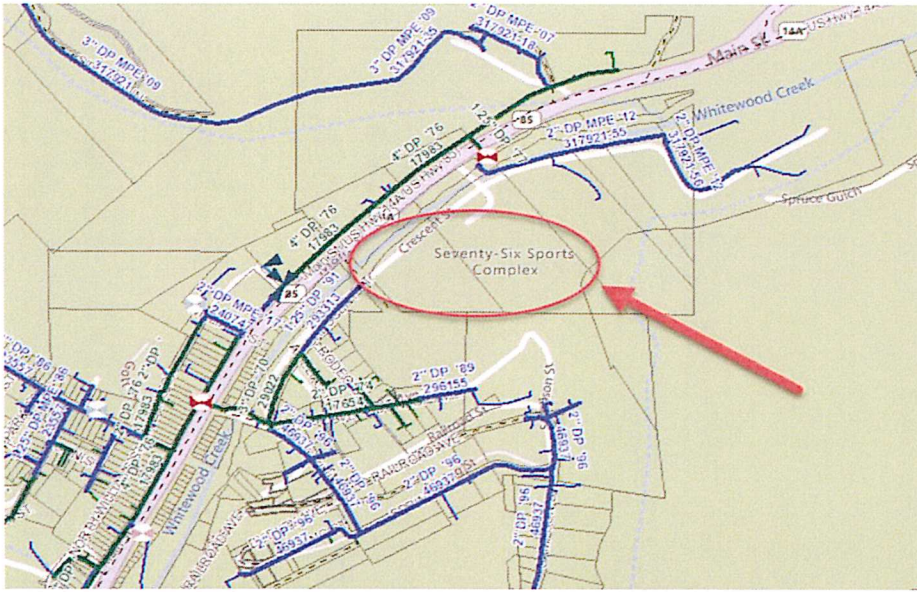
<b>Construction Cost Summary</b>	
<b>Project Summary Information</b>	
<b>Project Name:</b>	Deadwood Fairgrounds east concessio
<b>Town:</b>	Deadwood
<b>Location:</b>	35 Seventy-Six Drive
<b>Developer:</b>	City of Deadwood
<b>Total Number of Residential Lots:</b>	0
<b>Total Number of Commercial Lots:</b>	1
<b>Primary Customer Contact:</b>	Bob Nelson
<b>Phone number:</b>	605-641-7733
<b>Date Cost Estimate Prepared:</b>	9/23/2021
<b>Main Installation Cost Summary</b>	
<u><b>Description</b></u>	<u><b>Cost</b></u>
Construction Labor - Main Installation	\$ 1,415.52
Construction Equipment - Main Installation	\$ 728.00
Material - Gas Mains	\$ 503.10
Contractor Costs - Trenching & Boring	\$ -
Other Project Costs	\$ -
Contingency	\$ 132.33
Main Installation Cost	\$ 2,779
Main ES & GA	\$ 420
<b>Total Cost of Main Installation</b>	<b>\$ 3,199</b>
<b>Cost per Service Line</b>	
Estimated Cost Per Service Line	\$ 4,686.58
Service Line Cost with ES & GA	\$ 5,395.00
<b>Notes and Other Information</b>	



MONTANA-DAKOTA UTILITIES CO. RATE 120 GAS EXTENSION SOUTH DAKOTA RATE 70 - FIRM GENERAL SERVICE					
Project Name:	<input type="text" value="wood Fairgrounds east conce"/>	Prepared By:	<input type="text" value="Katie Good"/>		
Location:	<input type="text" value="35 Seventy-Six Drive"/>	Date MAI Prepared:	<input type="text" value="9/23/2021"/>		
Does project have multiple meters/service line?	<input type="text" value="no"/>	If multiple meters how many service lines are being installed?	<input type="text"/>		
Estimated Customers			Estimated Volume		
Expected Customers Year 1	<500 CFH	<input type="text" value="1"/>	Expected DK of Gas Sales Year 1	<500 CFH	<input type="text" value="45.7"/>
	>500 CFH	<input type="text" value="0"/>		>500 CFH	<input type="text" value="0"/>
Additional Customers Year 2	<500 CFH	<input type="text" value="0"/>	Additional DK of Gas Sales Year 2	<500 CFH	<input type="text" value="0"/>
	>500 CFH	<input type="text" value="0"/>		>500 CFH	<input type="text" value="0"/>
Additional Customers Year 3	<500 CFH	<input type="text" value="0"/>	Additional DK of Gas Sales Year 3	<500 CFH	<input type="text" value="0"/>
	>500 CFH	<input type="text" value="0"/>		>500 CFH	<input type="text" value="0"/>
Total Estimated Third Year Customers	<500 CFH	<input type="text" value="1"/>	Total Third Year Usage (DK)	<500 CFH	<input type="text" value="45.7"/>
	>500 CFH	<input type="text" value="0"/>		>500 CFH	<input type="text" value="0"/>
Total Basic Service Charge Revenue	<input type="text" value="\$ 200.75"/>		Total Distribution Delivery Revenue	<input type="text" value="\$ 42.50"/>	
<b>Total Estimated Revenue</b>			<b>\$ 243.25</b>		
Estimated Costs			Maximum Allowable Investment (MAI)		
Main Installation Cost	\$	2,779	<i>Total Estimated Revenue divided by LARR.</i>		
Service Line Installation Costs	\$	4,687	<i>Where LARR is Leveled Annual Revenue Requirement</i>		
ES & GA	15.12%	\$ 1,129	Current LARR	13.398%	
Total Estimated Project Cost	\$	<input type="text" value="8,594"/>	Maximum Allowable Investment	\$	<input type="text" value="1,816"/>
Customer Required Contribution					
Customer Required Contribution					
Pre-Tax Contribution Required	\$	6,778			
Tax Gross-up	12.35%	\$ -	<i>Tax Gross-up is required on all contributions of \$100,000 and over</i>		
<b>Contribution Required</b>	\$	<input type="text" value="6,778"/>			
Cost per Customer	\$	6,778			
Cost per Total Lots Available	\$	6,778.00			
Notes and Other Information					



INSERT MAP OF PROJECT ON THIS SHEET - USE MULTIPLE WORKSHEETS IF NEEDED



**TRI-CITY RUBBLE SITE AGREEMENT**  
**December 2021-November 2022**

This contract made and entered into this 6<sup>th</sup> Day of December 2021, by and between the City of Deadwood, a political subdivision of the State of South Dakota, the City of Lead, a political subdivision of the State of South Dakota, and Central City, a political subdivision of the State of South Dakota (hereinafter referred to as "CITIES") and Adams Salvage Recycling & Recovery, LLC (hereinafter referred to as "ADAMS").

**1) BASE TERMS:**

- i) For the purposes of operating a Type IIB Solid Waste Disposal Site (hereinafter "Rubble Site") on behalf of CITIES.
- ii) The term of this contract shall be for a period of one year from the date set forth above and shall expire on December 19, 2022. CITIES do hereby grant to ADAMS an option to renew the contract for one additional one-year period, upon ADAMS giving 30 days written notice prior to the end of the contract term. The annual renewal rate for each renewal term will be determined, changed or adjusted by mutual agreement, in writing, of the parties. If the parties cannot agree on appropriate terms for the renewal term within 15 days of the expiration of the original term, the option to renew will be rescinded. The other terms and conditions of this contract will continue in effect unless changed in writing by agreement of the parties.
- iii) The annual rate to be paid to ADAMS during the term of the agreement will be determined, changed or adjusted by mutual agreement, in writing, of the parties on an annual basis. If the parties cannot agree to the annual rate prior the end of each year of the contract the annual rate to be paid to ADAMS shall remain the same for the next year of the contract. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

**2) CITIES' OBLIGATIONS:**

- i) CITIES shall approve any fee rates charged by ADAMS. Once set, the fee schedule may not be modified without the consent of CITIES;
- ii) CITIES assumes hazards of damage or destruction of any of the improvements now on the real property or to be placed thereon. CITIES agrees to maintain and carry at all times fire and extended coverage insurance on all of the structures of the said premises to the full insurable value thereof;
- iii) ADAMS may place three (3) buildings (Well House, Shack, and Office) on the Rubble Site for its use and operation at ADAMS' expense. In the event of termination of this Agreement, CITIES agree to reimburse ADAMS the sum of \$50,000.00 if all the buildings have been installed and are being used for

operation by ADAMS at the time of termination of the Agreement. If the buildings are no longer being used for operations by ADAMS, CITIES will compensate ADAMS in the amount of \$5,000.00 for all buildings. If constructed, both buildings will remain on the Rubble Site property following termination of this Agreement.

### **3) ADAMS' OBLIGATIONS:**

- i) To operate the Rubble Site in accordance with the terms set forth herein;
- ii) To abide by all applicable laws and permit requirements of the operation of a Type IIB Solid Waste Disposal Site, and ensure that all operations are in compliance with all local, state and federal laws, rules, regulations and permits or leases covering the same. ADAMS shall be available for any inspections by federal, state or local authorities.
- iii) ADAMS shall be responsible for disposing of tires including costs of disposal on an annual basis. No tires shall become a permanent part of the Rubble Site.
- iv) ADAMS shall maintain a complete record keeping system, including but not limited to income statements, accounts receivable and daily usage logs. ADAMS shall provide a written quarterly report to CITIES on usage, quantity waste disposal, income and expenses. These records shall also be made available to CITIES as CITIES' request for review.
- v) ADAMS Shall provide all necessary equipment for operation and maintenance of the Rubble Site. ADAMS is responsible for the year-round maintenance of all roads within the Rubble Site as well as access to and from the Rubble Site from Yellow Creek Road.

### **4) MECHANIC'S OR CONSTRUCTION LIENS:**

- i) ADAMS shall not subject the Rubble Site to any mechanic's, materialmen or construction liens of any kind unless specifically approved in writing by CITIES.

### **5) INDEMNIFICATION:**

- i) During the entire term of the contract, ADAMS shall indemnify and hold harmless CITIES against any and all claims, debts, demands or obligations which may be made against ADAMS or against ADAMS' title in the Rubble Site arising out of or in connection with any alleged act or admission of ADAMS or any person claiming under, by or through ADAMS.
- ii) If it becomes necessary for ADAMS to defend any action seeking and imposing liability, ADAMS will pay CITIES all costs of court and attorney fees incurred by CITIES in effecting such defense in addition to any other sums which CITIES may be called upon to pay by reason of the entry of a judgment against ADAMS.
- iii) This indemnification is applicable only to ADAMS' operation and management of its rubble she, according to all federal, state, and local laws and regulations. ADAMS shall obtain comprehensive general liability

insurance to cover the activities of ADAMS undertaken herein with the general limits of said coverage being Two Million and no/100s Dollars (\$2,000,000.00), or a combination of general liability policies totaling Two Million and no/100s Dollars (\$2,000,000.00). CITIES shall be added as an additional insured on said policy(ies) and shall present proof of such insurance to the CITIES.

**6) DEFAULT:**

- i) If at any time a default shall be made by ADAMS in the performance of any obligation of ADAMS herein set forth, then it shall be lawful for CITIES to declare the contract term ended and to reenter upon the Rubble Site and take possession of the same under the terms and conditions herein provided.
- ii) If the default occurs, and if CITIES shall so elect, they may declare this contract term ended by giving ADAMS thirty (30) days written notice specifying the event causing the default and ADAMS shall have thirty (30) days, after the date of receiving the notice, to cure such default.
- iii) If not timely cured, this contract shall terminate; if timely cured, this contract shall continue.

**7) HOURS OF OPERATION:**

- i) The Rubble Site shall be open for use by the public Mondays through Saturdays during regular business hours (8:00 AM to 4:00 PM). The Rubble Site will be closed for normal holidays.
- ii) In the event of inclement weather (high winds, heavy rain or snow), ADAMS may decide to close the Rubble Site for public safety

**8) FREE DUMPING:**

- i) Residents of CITIES and of Lawrence County shall be allowed free dumping four times per year, generally:
  - (1) Near the end of March (free dump weekend);
  - (2) Mid-May (spring clean-up week);
  - (3) Late September (free dump weekend), and
  - (4) Early November (free dump weekend).

**9) FEES:**

- i) Fees shall be established by contract addendum and agreed to by both CITIES and ADAMS. Tipping fees may be adjusted pursuant to mutual agreements with CITIES and ADAMS, exclusive of these contract terms. CITIES will approve the rate of the fees.

**10) SITE USAGE:**

- i) CITIES have exclusive rights to harvesting timber, minerals and other Rubble Site natural resources. ADAMS shall coordinate with CITIES to facilitate these operations as deemed necessary by CITIES.

- ii) ADAMS may, with the approval of CITIES, engage in other appropriate, lawful and permitted activities for income generation at the Rubble Site.
- iii) ADAMS shall ensure the operations of the Rubble Site are conducted in a safe, efficient and professional manner.

**11) TERMINATION:**

- i) At the termination of this contract, ADAMS will peaceably and quietly deliver possession of the Rubble Site to CITIES.

**12) QUIET ENJOYMENT:**

- i) CITIES covenant and agree with ADAMS that so long as ADAMS keeps and performs all of the covenants and conditions by ADAMS to be kept and performed hereunder, ADAMS and his successors in interest shall have quiet and undisturbed and continued possession of the Rubble Site, free from any claims by CITIES or any persons or entities claiming thereunder.

**13) FORCE-MAJEURE:**

- i) In the event that CITIES or ADAMS shall be delayed, hindered in or prevented from the performance or any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, the act or failure to act of either party for said reason shall be excused for the period of delay necessitated by the above without either party being held accountable for the same.

**14) CONSENT NOT TO BE UNREASONABLY WITHHELD:**

- i) Whenever the contract requests any consent, permission or approval which may be required or desired by ADAMS pursuant to the provisions hereof.

**15) WRITTEN MODIFICATIONS:**

- i) No modifications, release, discharge, amendment or waiver of any provisions hereof shall be of an force or effect unless reduced to writing and executed by both parties,

**16) LAWS:**

- i) The laws of the state of South Dakota in force and effect at the date of the execution of this contract shall govern and control the interpretation and application of this contract except where new laws or regulations mandate a modification to this contract in order to continue to perform the duties and obligations of either party hereunder, which the parties shall not unreasonably withhold consent to such modification pursuant to any new law or regulation mandating the modification hereto.

**SIGNATURE PAGES**

IN WITNESS WHEREOF, both parties have hereunto set their hands and seals the day and year first above written:

**CITY OF LEAD**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Ron Everett, Mayor

ATTEST:

\_\_\_\_\_  
Dan Blakeman  
City Administrator

**CITY OF DEADWOOD**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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



**CITY OF CENTRAL CITY**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Donovan Renner, President of Board of Trustees

ATTEST:

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

**ADAMS SALVAGE RECYCLING AND RECOVERY**

By: \_\_\_\_\_  
Heather Anderson  
Owner

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Heather Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

## ADDENDUM

### Adams Salvage — Tri-City Rubble Site Fees

Hours of operation: Monday thru Saturday 8AM-4PM

Closed for Holidays: New Year's Day, MLK Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Thursday Friday and Saturday, Christmas Eve Christmas Day.

#### **Residents**

\$10.00 Pickup Load

\$5.00 a cubic yard for trailers

Brush is free for pickup loads only!

**TRAILERS AND ANYTHING LARGER THAN A PICKUP LOAD WILL BE CHARGED \$2.50 a cubic yard and \$5.00 for stumps.**

#### **TIRES**

Car \$3.00

Truck \$5.00

Semi \$25.00

Tractor \$50.00

**Tires on the rim will be charged the tire fee plus \$12.00**

#### **Commercial:**

\$7.00 a cubic yard for trailers, roll-offs, dump trucks, etc. \$3.50 a cubic yard for brush (stumps are \$7.00 a cubic yard)

#### **Other items:**

Refrigerators, Dehumidifiers, Water Coolers, Air Conditioners, Freezers: \$40.00

If the lines are cut or the compressor is removed it will not be accepted.

Batteries: Free

Electronics (other than CRT's) Free

CRT's \$10.00

Paint \$2.00 Gallon

Aerosol Cans .50 each

A load may consist of furniture, wood, debris, construction debris, glass, concrete, asphalt shingles, metal, brush, and compost. Loads must be separated into METAL, BURNABLES (unpainted wood, brush & stumps), CONCRETE and most other items fit into BURY.

Unauthorized wastes are cardboard, household trash, animals, food, clothing & blankets, and plastic toys. If there is doubt, please feel free to call 605-920-8957 between 8am and 4pm Monday thru Saturday for clarification.

**THERE IS ABSOLUTELY NO DUMPING OF UNAUTHORIZED WASTES, NO SALVAGING ALLOWED AND NO DUMPING AFTER HOURS. VIOLATIONS OF THE RULES WILL BE REPORTED AND PROSECUTED. THE RUBBLE SITE IS MONITORED BY CCTV.**