



City Commission Regular Meeting Agenda

Monday, October 07, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of September 16, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for October 7, 2024 and additional bill

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring October 7-14, 2024 as National 4-H week in the City of Deadwood

[b.](#) Proclamation declaring October as Archives month in the City of Deadwood

[c.](#) Recognition of firefighter Don Gifford on completing South Dakota Firefighter Certification

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 correct resignation date from seasonal Mt. Moriah ticket booth attendant Sandra Parsons to be October 16, 2024 rather than Sept. 16, 2024.

b. Permission to terminate Streets Equipment Operator Kasey Campbell effective September 16, 2024.

c. Permission advertise in-house for 5 days and then with outside sources, if needed, for Streets Operator/Laborer at \$23.00 (D13 rank) per hour.

d. Permission to hire Kirsten Robeson as half-time (25 hours per week with 1/2 time benefits per employee handbook) Library Education/Program Coordinator at \$17.00 per hour effective Oct. 15, 2024 pending pre-employment screening.

- e. Permission to move Jessica Tolar from half-time Library Assistant I to part-time Library Assistant II (25 hours per week with 1/2 time benefits per employee handbook) at \$16.65 per hour effective October 13, 2024.
- f. Permission to promote Police Sergeant (II) Erik Jandt to Police Lieutenant at \$33.34 per hour effective October 13, 2024.
- g. Permission to promote Police Sergeant (I) Sally Sprigler to Police Sergeant (II) at \$31.99 per hour effective October 13, 2024.
- h. Permission to accept resignation from Parks Technician Jackson Gardner effective October 18, 2024.
- i. Permission to advertise in-house for 5 days and then in outside sources for Parks Technician at \$19.00 per hour. (D9 rank)
- j. Permission to approve new job description for full-time Lifeguard 2.
- k. Permission to approve new job description for weekend assistant trolley manager.
- l. Permission to allow Mayor and Board President to sign management representation letter for City of Deadwood 2022 Audit.
- m. Recommendation from Event Committee to adopt updated Event Complex Application.
- n. Recommendation from Event Committee to adopt updated Special Event Permit Application.
- o. Permission to pay William Schmidt for concrete repair work, due to water valve box leak near 531 Main Street, in the amount of \$3,166.00. (To be paid by Water repair line item.)
- p. Permission for Mayor to sign contract with Hoskinson Contracting, Inc for the repair of City retaining wall located at 48 and 52 Taylor Avenue in the amount of \$67,346.40.
- q. Permission to hire Lowe Roofing, Inc. at a cost of \$4,850.00 and Legendary Electric in the amount of \$1,122.44 for repairs to roof at 669 Main Street after removal of Tootsie Sign as required in original lease agreement. (To be paid by HP Public Education line item.)
- r. Permission to pay Grimm's Pump and Industrial supply in the amount of \$3,956.91 for emergency repair on the small feature pump at Recreation Center. (To be paid by Rec Center professional services line item.)
- s. Permission to purchase replacement parts from Northwest Pipe in the amount of \$4,585.84. (To be paid by Water repair line item with reimbursement from MDU.)
- t. Permission to pay William Schmidt to replace the Denver Pump Station asphalt with concrete in an amount not to exceed \$10,720.00. (To be paid by Water repair line item.)
- u. Permission to pay Summit Fire Protection for annual fire extinguisher testing in the amount of \$5,056.70. (To be paid by Public Buildings professional services line item.)

- [v.](#) Permission for Mayor to sign Agreement to Permit Permanent Encroachment for SDN Communications along Railroad Avenue.

7. **Bid Items**

- [a.](#) Permission to advertise and set bid opening at 2:00 PM, on November 12, 2024, to repair the retaining wall and stairs at the following location: 34 and 35 Jackson Street with results presented on November 18, 2024 to the Commission.
- [b.](#) Permission to advertise and set bid opening at 2:00 p.m. on December 10, 2024 for RFP for Lease of Mt. Moriah Facility with results presented on December 16, 2024.

8. **Public Hearings**

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading Ordinance #1406 Amending Chapter 12.08 - Sidewalk Construction and Repair
- [b.](#) First Reading of Ordinance #1407 Budget Supplement 5 for 2024
- [c.](#) Resolution 2024-23 Surplus Property
- [d.](#) Act as Board of Adjustment and approve Plat Application - Division of property and creating property lines - Tract 1A of Miller Street (City of Deadwood) legally described as Plat of Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, located in the SW 1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission on September 18, 2024.)
- [e.](#) Act as Board of Adjustment and approve Plat Application - Combine Lots - Landmark Tract legally described as Plat of the Landmark Tract of the City of Deadwood, formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27 and the vacated alley between Lot 23 and Lot 25 all in Block 30 of the City of Deadwood according to the P.L. Rogers Map of the City of Deadwood; less and except Tract 1 of Miller Street subdivision according to Plat Document #2012-05646, and less and except Wild Bill Lot according to Plat Document #2012-03484, all located in the SW 1/4 of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on September 18, 2024.)
- [f.](#) Act as Board of Adjustment and approve/deny application for Temporary Vendors License - Revive 605 (L. Murphey). (Approved by Planning and Zoning Commission on September 18, 2024.)
- [g.](#) Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit - Vacation Home Establishment - 36 Water Street - Deadwood Rentals (T. Conrad) legally described as Tract A, an 8' platted alley and a portion of Lot R-1 of the City of Deadwood railroad property all located in the Hillsdale addition to the City of Deadwood, in the NW 1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota; and, Tract B-1, McGovern Hill addition

of the City of Deadwood, located in the NW 1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission on September 18, 2024.)

- h. Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit - Vacation Home Establishment - 819 Main Street (T. Conrad) legally described as Lot 12 in Block A of Sunnyside addition to the City of Deadwood as set out in Plat Book 3 Page 251, Lawrence County, South Dakota, except that part deeded to the State of South Dakota for highway purposes as set out in Book 372 page 58 and Page 168; and, Tract A-1 in Block A, a replat of Tracts "A" and "B" of the subdivision of Lot 13, Block A of Sunnyside addition, located in the NW 1/4 NE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, according to Plat filed in Document No. 2001-4003. (Approved by Planning and Zoning Commission September 18, 2024.)
- i. Permission to accept quote from Hopkinson Contracting for 5 Harrison retaining wall in the amount of \$35,100.00. (To be paid by HP retaining wall line item and homeowner.)
- j. Permission for Mayor to sign agreement with Hopkinson Contracting for repair of retaining wall at 5 Harrison. (If prior agenda item approved.)
- k. Act as Board of Adjustment and approve/deny Plat Application - Move Lot Line and Create New Lot - Tract F1, F2 and G1 of McGovern Hill Road (J. Martin) legally described as Plat of Tracts F1, F2 and G1 of the Crawford Addition II formerly Tracts F and G of Crawford Addition II and a portion of Probate Lot 299 City of Deadwood, Lawrence County, South Dakota located in the NE 1/4 of Section 27 and the NW 1/4 of Section 26, T5N, R3E, B.H.M. (Approved by Planning and Zoning Commission October 2, 2024.)
- l. Permission to pay-off 2020 CAT 242D3 Skid Steer to CapFirst in the amount of \$24,336.81. (To be paid by Streets equipment line item.)
- m. Permission for Mayor to sign lease (with an option to purchase) 2024 Caterpillar 140-5AWD motor grader from Butler Machinery Company in the amount of \$331,229.34. (To be paid by Streets equipment line item.)
- n. Permission for Mayor to sign lease (with an option to purchase) for a 2024 Caterpillar 140-5AWD motor grader from Butler Machinery Company in the amount of \$310,976.54. (To be paid by Streets equipment line item.)
- o. Permission to purchase 2021 Ford F-150 XLT from Goodrich Motors, Inc in the amount of \$37,990. (To be paid by Parking &Transportation equipment line Item. If approved, budget re-allocation will be needed.)
- p. Permission to accept Construction Change Order #1 at net cost of \$36,233.00 with Complete Concrete, Inc. for Whitewood Creek Project Phase 1A, bringing new contract total to \$1,808,656.00.
- q. Permission to purchase the John S. McClintock Collection from Betty Mitchell in the amount of \$22,000.00. (To be paid by HP Collections and Acquisition line item.)

- r. Permission to purchase 20-inch battery powered fan from M & T Fire in the amount not to exceed \$5,325.00. (To be paid by Fire equipment line item.)

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

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action
- Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action
- Executive Session for Union negotiations per SDCL 1-25-2(4) w/ possible action

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, SEPTEMBER 3, 2024

The Regular Session of the Deadwood City Commission convened on Monday, September 3, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko and Charlie Struble. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

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

APROVAL OF DISBURSEMENTS

Finance Officer McKeown spoke about correction to vendor name. Johnson moved, Martinisko seconded to approve the September 16, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

| | | |
|------------------------------|-------------|------------|
| A & B BUSINESS SOLUTIONS | CONTRACT | 98.22 |
| A-Z SHREDDING | SERVICE | 18.24 |
| ACE HARDWARE | SUPPLIES | 364.92 |
| ALBERTSON ENGINEERING | PROJECT | 15,808.91 |
| ALPINE IMPRESSIONS | SERVICE | 202.00 |
| AMAZON CAPITAL | SUPPLIES | 1,667.80 |
| AMERICAN ENGINEERING TESTING | PROJECT | 2,963.50 |
| ASSOCIATION OF SD MUSEUMS | MEMBERSHIP | 100.00 |
| AVID4 ENGINEERING | SERVICE | 687.50 |
| BH CHEMICAL | SUPPLIES | 792.54 |
| BH ENERGY | SERVICE | 32,347.01 |
| BH PIONEER | SERVICE | 1,561.23 |
| BH SANITATION | SERVICE | 140.00 |
| BH SPECIAL SERVICES | CLEANING | 2,950.00 |
| BOEN, RENEE | SERVICE | 1,600.00 |
| BORDER STATES INDUSTRIES | SUPPLIES | 2,966.90 |
| BRIMAR INDUSTRIES | SUPPLIES | 1,018.50 |
| CASEY PETERSON | SERVICE | 32,269.39 |
| CHAINSAW CENTER | SERVICE | 115.00 |
| CULLIGAN | SUPPLIES | 151.80 |
| DAKOTA DRAIN DOCTOR | SERVICE | 280.00 |
| DARK CANYON COFFEE | SUPPLIES | 59.75 |
| DAYS OF '76 | REFUND | 4,700.00 |
| DEADWOOD ALIVE | SEPT | 20,000.00 |
| DEADWOOD CHAMBER | BILL LIST | 169,121.78 |
| DEADWOOD CHAMBER - OUTLAW | BID #9 | 90,000.00 |
| DEADWOOD ELECTRIC | SERVICE | 213.73 |
| DOG WASTE DEPOT | SUPPLIES | 359.92 |
| ECOLAB | SERVICE | 182.25 |
| ENVIRONMENTAL EQUIPMENT | SUPPLIES | 581.83 |
| FELD FIRE | SERVICE | 1,097.00 |
| FIB CREDIT CARDS | SUPPLIES | 1,948.51 |
| FIRST NET | SERVICE | 240.24 |
| FMG ENGINEERING | PROJECT | 9,825.00 |
| GALLS | UNIFORMS | 357.08 |
| GOLDEN WEST INDUSTRIAL | SUPPLIES | 500.29 |
| GOLDEN WEST | SERVICE | 5,396.48 |
| GOODE, BONITA | REFUND | 25.00 |
| GUNDERSON, PALMER, NELSON | SERVICE | 3,690.00 |
| HAMANN, ALEX | MEETINGS | 140.00 |
| INTERSTATE BATTERY | SUPPLIES | 106.70 |
| IPS GROUP | SERVICE | 10,926.58 |
| JOHANNEMANN, JOHN | REFUND | 125.00 |
| K4 TRAILS | PROJECT | 45,237.50 |
| KETEL THORSTENSON | SERVICE | 35,848.81 |
| KIMBALL MIDWEST | SUPPLIES | 396.00 |
| KNECHT HOME CENTER | SUPPLIES | 103.92 |
| KONE CHICAGO | MAINTENANCE | 564.03 |
| LAWRENCE CO. REGISTER | SERVICE | 30.00 |
| LAWRENCE CO. TEEN COURT | ALLOCATION | 8,500.00 |
| LEAD-DEADWOOD SANITARY | SERVICE | 33,618.33 |
| LYNN'S | SUPPLIES | 24.79 |
| MACQUEEN EMERGENCY | SUPPLIES | 8,758.26 |
| METERING & TECHNOLOGY | SUPPLIES | 3,370.58 |
| MICROSOFT | SERVICE | 867.35 |
| MID-AMERICAN RESEARCH | SUPPLIES | 264.30 |
| MIDWEST TAPE | SUPPLIES | 200.03 |
| MORRISON, RONDA | SERVICE | 1,680.00 |
| MUTUAL OF OMAHA | INSURANCE | 362.14 |
| NFPA | MEMBERSHIP | 225.00 |
| NHS OF THE BLACK HILLS | CONTRACT | 3,459.25 |
| NORTHWEST PIPE FITTINGS | SUPPLIES | 1,006.40 |
| ONSITE FIRST AID | SUPPLIES | 380.76 |
| OWENS, KEN | GRANT | 4,000.00 |
| PATRIOT PAINTING | PROJECT | 9,143.33 |
| RASMUSSEN MECHANICAL | SERVICE | 203.00 |
| RCS CONSTRUCTION | PROJECT | 23,490.00 |
| ROGERS CONSTRUCTION | PROJECT | 84,106.56 |
| SAFE LIFE DEFENSE | UNIFORMS | 494.10 |
| SANDER SANITATION | SERVICE | 14,334.16 |
| SD COMMISSION ON GAMING | CITY SLOTS | 32,386.36 |

REGULAR MEETING, SEPTEMBER 3, 2024

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|------------------------------|-----------|------------|
| SD DEPT OF REVENUE | TAX | 9,367.63 |
| SD PUBLIC ASSURANCE ALLIANCE | RENEWAL | 210,798.55 |
| SERVALL | SUPPLIES | 1,746.00 |
| SNAP-ON TOOLS | SUPPLIES | 140.00 |
| SODAK TITLE | SERVICE | 120.00 |
| SOUTHSIDE OIL | FUEL | 16,881.93 |
| SOUTHSIDE SERVICE | SERVICE | 80.00 |
| STRETCH'S | SERVICE | 656.92 |
| STURDEVANT'S | SUPPLIES | 2,537.52 |
| SUMMIT SIGNS AND SUPPLY | SERVICE | 240.00 |
| TALLGRASS | PROJECT | 2,520.00 |
| THE HANDY MAN | PROJECT | 12,677.61 |
| TOMS, DON | PROJECT | 600.00 |
| TRUGREEN CHEM-LAWN | SERVICE | 4,682.38 |
| TWIN CITY HARDWARE | SUPPLIES | 1,485.92 |
| TWIN CITY HARDWARE | GRANTS | 4,069.99 |
| TWIN CITY HARDWARE | GRANTS | 2,448.68 |
| TWISTED PINES DESIGN | SERVICE | 67.50 |
| VERIZON CONNECT | SERVICE | 92.95 |
| VICTOR STANLEY | BENCHES | 18,101.00 |
| VIGILANT BUSINESS | TESTING | 501.25 |
| WARNE CHEMICAL | SUPPLIES | 1,900.00 |
| WELLMARK | INSURANCE | 47,787.14 |
| WESTERN COMMUNICATIONS | SUPPLIES | 115.45 |

Total \$1,070,373.98

ITEMS FROM CITIZENS ON AGENDA**Proclamations**

The Mayor read a proclamation declaring Friday, November 1, 2024 as Mike Rodman Day in the City of Deadwood. George Milos, Deadwood Gaming Association Director, thanked the Commission.

CONSENT

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

- A. Permission to hire seasonal archives intern Holden Owens at \$16.00 per hour effective September 17, 2024 pending pre-employment screening.
- B. Permission to accept resignation from seasonal Mt. Moriah ticket booth attendant Sandra Parson effective September 16, 2024.
- C. Permission to advertise in-house for 5 days for part-time (25 hours per week) Library Assistant II position at \$16.65 per hour.
- D. Permission to advertise in-house, until filled, for weekend assistant trolley manager per guidelines set forth in City of Deadwood policy 5.12.
- E. Permission for Jessica Tolar to attend the SD Library Association Annual Conference in Aberdeen, September 24-27, 2024 at a cost not to exceed \$560.
- F. Add Austin Lang effective August 8, 2024 to the Volunteer Fire Department Roster for worker's compensation purposes.
- G. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Jon and Barb Mattson.
- H. Permission to approve Construction Change Order #1 for the Welcome Center Trail Reconstruction project with RCI Construction, Inc. in the amount of \$12,857.06 for additional work added to the project bringing total project cost to \$711,357.06. (To be paid from HP Capital Assets Budget)
- I. Permission to pay Brandon Industries, Inc. an amount of \$10,821.95 for the necessary traffic control sign package associated with the Whitewood Creek Restoration project along Water Street and Sherman Parking Lot. (To be paid from FEMA project budget).
- J. Permission to repair the 2018 Chevrolet Colorado hail damage at a cost of \$7,506.00 with Pin Point PDR. (To be paid from Building Inspector repair line item.)
- K. Permission to purchase up to 5,600 gallons of non-ethanol fuel from Southside Service at a cost of \$3.07 per gallon.
- L. Permission to purchase water meter backstock from Metering and Technology in the amount not to exceed \$6,597.10. (To be paid by Water supply budget)
- M. Approve Reserved Residential Parking on Adams Street for 18 Jefferson Street. (Recommendation from the Parking & Transportation Committee).
- N. Permission to pay Station Automation, Inc. for PSTrax software in the amount of \$2,700.00. (To be paid by Fire Dept. Professional Services.)

REGULAR MEETING, SEPTEMBER 3, 2024

- O. Permission for Mayor to sign annual parking lease with Shelly Bennett C/O United States Postal Service for one (1) parking spot located on Siever Street for a total of \$150.00 per month plus tax.
- P. Allow use of public property at the Rec Center for Deadwood Lead 76ers Swim Team Practice, Monday, September 23, 2024 through April, 2025. Use of 2-3 lanes. 3 lanes will be used when available.
- Q. Allow use of public property at the Rec Center for Deadwood Lead 76ers Swim Team meet on Friday, January 3 through Sunday, January 5, 2025.
- R. Allow use of public property at the Event Complex for Lead Deadwood Girls Softball Friday, June 13 through Sunday, June 15, 2025.
- S. Permission to pay Canyon Creek Concrete for City portion of drainage improvement between Fire Dept and KDSJ lot in the amount not to exceed \$8,962.26. (To be paid by Public Buildings improvements line item.)

BID ITEMS**Results**

Mayor Ruth Jr. stated 2 bids were received for the repair of City retaining wall located at 48 and 52 Taylor Avenue on September 12, 2024 at 2:00 as advertised.

Hoskinson Contracting - \$67,346.40

RCS Construction - \$124,000.00

Planning, Zoning and Historic Preservation Officer Kuchenbecker recommends approval to low bidder Hoskinson Contracting. Martinisko moved, Johnson seconded to award City retaining wall located at 48 and 52 Taylor Avenue to Hoskinson Contracting in the amount of \$67,346.40
Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Second Reading**

McKeown stated no changes between first and second reading. Struble moved, Martinisko seconded to approve Second Reading of Ordinance #1404 Amending Chapter 2.04.060 Agenda.
Roll Call: Aye-All. Motion carried.

Second Reading

McKeown stated no changes between first and second reading. Joseph moved, Struble seconded to approve Second Reading of Ordinance #1405 Creating Chapter 2.04.05 Code of Conduct for Elected Officials as amended. Roll Call: Aye-All. Motion carried.

First Reading

Kuchenbecker spoke about the ordinance.

Martinisko moved, Johnson seconded to approve First Reading of Ordinance #1406 Amending Chapter 12.08 Sidewalk Construction and Repair. Roll Call: Aye-All. Motion carried.

Resolution

McKeown spoke about the vehicle. Martinisko moved, Johnson seconded to approve Resolution 2024-21 Surplus Property. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2024-21**TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

2020 Ram Promaster 1500 - VIN#3C6TRVNG5LE146211

Dated this 16th day of September, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

REGULAR MEETING, SEPTEMBER 3, 2024**Resolution**

McKeown spoke about the Resolution. Struble moved, Martinisko seconded to approve Resolution 2024-22 Initiated Measure 28. Commissioner Martinisko encourages voters to become educated. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2024-22
CITY OF DEADWOOD, SOUTH DAKOTA**

WHEREAS Initiated Measure 28 was certified for the November 2024 General Election Ballot by the South Dakota Secretary of State;
 WHEREAS Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food;
 WHEREAS “human consumption” is undefined in South Dakota Codified Law or the South Dakota Constitution. Black’s Law Dictionary defines “consumption” as “the act of destroying a thing by using it; the use of a thing in a way that exhausts it.”;
 WHEREAS South Dakota Codified Law 34-45-1(7) defines tobacco products as “any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco, and vapor products as defined in § 34-46-20.”;
 WHEREAS South Dakota Codified Law 10-52-2 allows incorporated municipalities to impose a tax on the sale, use, storage and consumption of items that conform in all respects to the state tax on such items up to two percent;
 WHEREAS the Attorney General’s explanation of the measure states legislative or judicial clarification would be needed if the measure passes;
 WHEREAS The City of Deadwood levies a two-percent sales tax and collected \$4,715,145 in the 2023 fiscal year and \$2,952,68 year-to-date in the 2024 fiscal year;
 WHEREAS The City of Deadwood estimates annual lost revenue of \$380,000.00. To \$460,000.00 unless Initiated Measure 28 is rejected by voters in South Dakota.
 NOW, THEREFORE, BE IT RESOLVED, by the City Commission of Deadwood, that Initiated Measure 28 would negatively impact the municipal budget in our community.

Dated this 16th day of September, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Certification

McKeown spoke about the budget and tax levy. Joseph moved, Struble seconded to allow Mayor and Finance Officer to sign Certification of Municipal Tax Levy for Fiscal Year 2025. Roll Call: Aye-All. Motion carried.

Plat

Kuchenbecker spoke about the plat. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve application for Plat to adjust lot lines and subdivide parcel at 15 Forest Avenue owned by Adrian Newkirk. Legally described as Plat of Lots 5A, 9A, and 9B Block P, Original Townsite, formerly Lots 5, 6, 7, 8 and a portion of Lot 9, Block P City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on September 4, 2024.) Roll Call: Aye-All. Motion carried.

Permit

Kuchenbecker spoke about the permit. Struble moved, Joseph seconded to approve Findings of Face and Conclusion for Conditional Use Permit – Vacation Home Establishment at 29 Lee Street (B.Kusser) with the following conditions: the conditional use permit runs with the applicant and not the land, proof of sales tax license number, building inspector has inspected the building, commercial city water and sewer rates apply, proper paperwork is filed with the finance office for BID taxes, a city business license has been issued, a lodging license from SD Dept. of Health has been obtained, all parking shall be off street, the vacation home establishment shall be limited to the second floor and the ground level used as retail space. Legally described as Lot B in Block 8 of the City of Deadwood, Lawrence County, South Dakota, also known as 29 Lee Street, according to P.L. Rogers Map. (Approved with conditions by Planning and Zoning Commission on May 1, 2024 and Board of Adjustment on May 20, 2024.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 3, 2024

Quotes

Kuchenbecker spoke about the project. Martinisko moved, Struble seconded to allow City staff to obtain quotes on retaining wall project for 5 Harrison after two unsuccessful attempts to get competitive bids within engineer’s estimate.

Roll Call: Aye-All. Motion carried.

Contract

McKeown spoke about the contract and a supplement will be forthcoming. Martinisko moved, Johnson seconded to allow Mayor to sign contract with Arapahoe Roofing & Sheet Metal, Inc. in the amount of \$393,748.00 for damages to Adams House from 2019 hail storm. Roll Call: Aye-All. Motion carried.

Contract

Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to enter into contract with Tallgrass Landscape Architecture in the amount of \$17,356.00 for 2025 Mt. Moriah Cemetery project. (To be paid by Historic Cemetery Professional Services line item.) Roll Call: Aye-All. Motion carried.

Hire

Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to hire Tree Wise Men for Whitewood Creek clean up, from Railroad parking lot (box culvert) to Day of ’76 campground in an amount not to exceed \$54,000.00. (To b paid by Parks-CIP Whitewood Creek line item.) Roll Call: Aye-All. Motion carried.

Quote

Public Works Director Stalder spoke about the purchase. Joseph moved, Martinisko seconded to allow Recreation Manager to sign quote with Life Fitness for the purchase of new exercise equipment in an amount not to exceed \$62,611.77. (To be paid by Rec Center equipment line item which includes offset of donation received.) Commission thanked Business Improvement Districts for their donation. Roll Call: Aye-All. Motion carried.

Purchase

Police Chief Shafer spoke about the purchase. Martinisko moved, Struble seconded to purchase 2022 Dodge Charger from Wareing Belle Fourche in the amount of \$39,249.00. (To be paid by Police equipment line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from Lead Deadwood Youth Football & Cheer Association. Date of raffle drawing not yet scheduled.

Wyatt Lesmeister, Legislator at Large for South Dakota 4H Legislator, asked the Commission to consider a proclamation proclaiming a 4H week for 2024. Mayor Ruth stated the proclamation will be on the next agenda.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and Union negotiations per SDCL 1-25-2(4) w/ possible action.

ADJOURNMENT

Joseph moved, Johnson seconded to adjourn the regular session at 5:31 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and Union negotiations per SDCL 1-25-2(4) w/ possible action. The next regular meeting will be on Monday, October 7, 2024 at 5:00 p.m.

After coming out of executive session at 6:04 p.m., Martinisko moved, Joseph seconded to adjourn.

ATTEST: _____ DATE: _____

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

David Ruth Jr., Mayor

04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 111 COMMISSION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|--|---------------------------|-----------------|
| 01-0361 | SD PUBLIC ASSURANCE ALL | I-30878-4221 | 101-4111-421 | INSURANCE ADD '22 DODGE CHARGER | 000000 | 705.95 |
| 01-0545 | LYNN'S DAKOTA MART | I-003000190909 | 101-4111-426 | SUPPLIES BUDGET SESSION - COMM. | 000000 | 31.09 |
| 01-2805 | SALOON #10 | I-09/18/24 | 101-4111-426 | SUPPLIES FALL DECORATIONS - CITY HALL | 000000 | 60.00 |
| 01-4711 | AMAZON CAPITAL SERVICES | I-1HXY-CGVF-13G3 | 101-4111-426 | SUPPLIES TRUNK OR TREAT SUPPLIES - COMM | 000000 | 391.50 |
| | | | | | DEPARTMENT 111 COMMISSION | TOTAL: 1,188.54 |
| 01-0418 | BLACK HILLS PIONEER | I-10/01/24 | 101-4142-422 | PROFESSIONAL 1 YR SUBSCRIPTION - FINANCE | 000000 | 281.69 |
| 01-0545 | LYNN'S DAKOTA MART | I-001000020747 | 101-4142-426 | SUPPLIES KLEENEX,MTG. SUPPLIES - FINAN | 000000 | 34.79 |
| 01-0800 | MORRISON, RONDA | I-016 | 101-4142-422 | PROFESSIONAL SEPT. 2024 CONTRACT SERVICES | 000000 | 1,460.00 |
| 01-1171 | A & B BUSINESS SOLUTION | I-IN1193428 | 101-4142-422 | PROFESSIONAL COPIER CONTRACT - FINANCE | 000000 | 245.09 |
| 01-1652 | BLOOMERS FLOWERS & GIFT | I-39813 | 101-4142-426 | SUPPLIES FLOWER DELIVERY - FINANCE | 000000 | 62.00 |
| 01-3135 | A-Z SHREDDING, INC. | I-44860091724 | 101-4142-422 | PROFESSIONAL SHREDDING - FINANCE DOCUMENTS | 000000 | 83.44 |
| 01-4711 | AMAZON CAPITAL SERVICES | I-1J1X-C4DG-MH4D | 101-4142-426 | SUPPLIES CHALK, PAGE FLAGS - FINANCE | 000000 | 94.58 |
| | | I-1LRM-M9KR-VWC3 | 101-4142-426 | SUPPLIES GEL PENS,NOTEPADS, GLUE - FIN. | 000000 | 31.78 |
| | | | | | DEPARTMENT 142 FINANCE | TOTAL: 2,293.37 |
| 01-0436 | BLACK HILLS WINDOW CLEA | I-132541 | 101-4192-422-13 | PROFESSIONAL AUG 16 WINDOW CLEANING/REC | 000000 | 615.00 |
| 01-0553 | MONTANA DAKOTA UTILITIE | I-NAT GAS 09/24/24 | 101-4192-428-17 | UTILITIES - D GAYVILLE 170 BLACKTAIL | 000000 | 20.66 |
| | | I-NAT GAS 09/24/24 | 101-4192-428 | UTILITIES PERMANENT METER LOCATION | 000000 | 96.67 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-01 | UTILITIES - A ADAMS HOUSE | 000000 | 83.23 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-02 | UTILITIES - A ADAMS MUSEUM | 000000 | 88.83 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-04 | UTILITIES - C CITY HALL | 000000 | 84.91 |

10/04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|--|--------|----------|
| 01-0553 | MONTANA DAKOTA UTILITIE | continued | | | | |
| | | I-NAT GAS 09/24/24 | 101-4192-428-07 | UTILITIES - F FIRE HALL | 000000 | 79.87 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-08 | UTILITIES - H HISTORY CENTER | 000000 | 21.42 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-09 | UTILITIES - H HARCC | 000000 | 59.14 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-10 | UTILITIES - L LIBRARY | 000000 | 21.42 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-11 | UTILITIES - P CITY PARKS DEPT | 000000 | 22.44 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-13 | UTILITIES - R RECREATION CENTER | 000000 | 1,633.66 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-14 | UTILITIES - S CITY SHOP PUBLIC WORKS | 000000 | 59.14 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-15 | UTILITIES - T TROLLEY BARN | 000000 | 32.62 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-19 | UTILITIES - G PLUMA PARK 418 CLIFF ST | 000000 | 21.42 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-21 | UTILITIES - W WELCOME CENTER | 000000 | 72.02 |
| | | I-NAT GAS 09/24/24 | 101-4192-428-24 | UTILITIES - O 703 MAIN OUTLAW SQUARE | 000000 | 63.06 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2408-014378 | 101-4192-425-13 | REPAIRS - REC SCREWDRIVER-CLOSET KIT/REC CEN | 000000 | 41.98 |
| | | I-2408-014546 | 101-4192-425-07 | REPAIRS - FIR (2) 2 PK MOUSE TRAP/FIRE HALL | 000000 | 17.98 |
| | | I-2408-014705 | 101-4192-426-24 | SUPPLIES - OU 3V CAM BATTERY/OUTLAW SQUARE | 000000 | 19.99 |
| | | I-2408-014913 | 101-4192-425-18 | REPAIRS - FOO BALL VALVE-CXM ADAPTER/FOOTBAL | 000000 | 18.58 |
| | | I-2408-015018 | 101-4192-425-18 | REPAIRS - FOO 1/2" SPLIT PLATE/FOOTBALL | 000000 | 3.49 |
| | | I-2408-015046 | 101-4192-425-13 | REPAIRS - REC WASHER-DRAIN OPEN-DRILL/REC | 000000 | 37.97 |
| | | I-2409-016098 | 101-4192-425-13 | REPAIRS - REC FASTENERS/REC CENTER | 000000 | 6.98 |
| | | I-2409-017063 | 101-4192-426-02 | SUPPLIES - AD NUTDRIVER SET-FASTENERS/ADMUS | 000000 | 18.71 |
| | | I-2409-017406 | 101-4192-425-13 | REPAIRS - REC 3 SET HANDHELD SHOWER/REC | 000000 | 29.99 |
| | | I-2409-017435 | 101-4192-426-19 | SUPPLIES - GA AA ALK BATTERY/PLUMA | 000000 | 3.49 |
| | | I-2409-017936 | 101-4192-425-19 | REPAIRS - GAT 1H CHR LAV FAUCET/PLUMA | 000000 | 69.99 |
| | | I-2409-017958 | 101-4192-425-19 | REPAIRS - GAT (2) FCT CONNECTORS/PLUMA | 000000 | 25.98 |
| | | I-2409-019102 | 101-4192-426 | SUPPLIES AAA ALK BATTERY-AA PROPACK/PB | 000000 | 57.96 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 101-4192-422 | PROFESSIONAL ON CALL PHONE/PUB BLDGS | 000000 | 42.72 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-278270 | 101-4192-426 | SUPPLIES BLEACH-TOWEL-TP-NILOTROTON/PB | 000000 | 412.27 |
| | | I-279187 | 101-4192-426 | SUPPLIES SOAP-TP-TOWEL-GARB BAGS.PB | 000000 | 577.38 |
| 01-1558 | ECOLAB PEST ELIMINATION | | | | | |
| | | I-6236735 | 101-4192-422-13 | PROFESSIONAL COCKROACH-RODENT PROGRAM/REC | 000000 | 106.67 |
| | | I-6236738 | 101-4192-422-21 | PROFESSIONAL ANT PROGRAM/WELCOME CENTER | 000000 | 119.19 |
| 01-3032 | OTIS ELEVATOR COMPANY | | | | | |
| | | I-100401694285 | 101-4192-422-10 | PROFESSIONAL MAINT 10/01-12/31/2024/LIBRARY | 000000 | 162.69 |
| | | I-F10000169005 | 101-4192-422-02 | PROFESSIONAL LOGISTICS-FUEL IMPACT FEE/AD M | 000000 | 190.00 |
| 01-3421 | S AND C CLEANERS | | | | | |
| | | I-10/01/24 INV 153 | 101-4192-422-04 | PROFESSIONAL CITY HALL | 000000 | 998.00 |
| | | I-10/01/24 INV 153 | 101-4192-422-04 | PROFESSIONAL POLICE DEPT | 000000 | 1,165.00 |
| | | I-10/01/24 INV 153 | 101-4192-422-07 | PROFESSIONAL FIRE DEPT | 000000 | 535.00 |
| | | I-10/01/24 INV 153 | 101-4192-422-10 | PROFESSIONAL LIBRARY | 000000 | 768.00 |
| | | I-10/01/24 INV 153 | 101-4192-422-21 | PROFESSIONAL WELCOME CENTER | 000000 | 1,954.00 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-3421 | S AND C CLEANERS | continued | | | | |
| | | I-10/01/24 INV 153 | 101-4192-422-13 | PROFESSIONAL REC CENTER | 000000 | 1,933.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-24 | PROFESSIONAL OSQ OFFICE | 000000 | 465.00 |
| | | I-10/02/24 INV 287 | 101-4192-422 | PROFESSIONAL GATEWAY AND TRAILS | 000000 | 465.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-08 | PROFESSIONAL- HISTORY BATHROOMS | 000000 | 189.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-22 | PROFESSIONAL- MT MORIAH | 000000 | 594.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-06 | PROFESSIONAL- RODEO | 000000 | 198.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-11 | PROFESSIONAL PARKS - GORDON BATHROOMS | 000000 | 594.00 |
| | | I-10/02/24 INV 287 | 101-4192-422-03 | PROFESSIONAL BALLPARK BATHROOMS | 000000 | 396.00 |
| 01-3685 | BLACK HILLS SECURITY & | | | | | |
| | | I-09/16/24 INVOICES | 101-4192-422-10 | PROFESSIONAL W-3046 LIBRARY / R265297 | 000000 | 179.85 |
| | | I-09/16/24 INVOICES | 101-4192-422 | PROFESSIONAL W-9696 MM GIFT SHOP / R265308 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-08 | PROFESSIONAL- W-9687 INFO CENTER / R265307 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-06 | PROFESSIONAL- W-9699 RODEO / R265292 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-06 | PROFESSIONAL- W-9700 RODEO / R265293 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-21 | PROFESSIONAL W-9701 WELCOME / R265303 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-02 | PROFESSIONAL W-2002 ADAMS MUSEUM / R265270 | 000000 | 89.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-04 | PROFESSIONAL W-2024 CITY HALL / R265304 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-21 | PROFESSIONAL W-2048 WELCOME / R265302 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-17 | PROFESSIONAL- W-2062 DAYS OF 76 / R265290 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-17 | PROFESSIONAL- W-2063 DAYS OF 76 / R265291 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-09 | PROFESSIONAL W-2064 HARCC / R265295 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-09 | PROFESSIONAL W-2065 HARCC / R265296 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-02 | PROFESSIONAL W-2066 ADAMS MUSEUM / R265271 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-02 | PROFESSIONAL W-2067 ADAMS MUSEUM / R265269 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-01 | PROFESSIONAL W-2074 ADAMS HOUSE / R265268 | 000000 | 149.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-04 | PROFESSIONAL W-2893 CITY HALL / R265305 | 000000 | 179.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-04 | PROFESSIONAL W-3042 CITY HALL WTR / R265306 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-24 | PROFESSIONAL W-3058 OUTLAW SQUARE / R265298 | 000000 | 179.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-13 | PROFESSIONAL W-9697 REC CENTER / R265299 | 000000 | 134.85 |
| | | I-09/16/24 INVOICES | 101-4192-422-13 | PROFESSIONAL W-9714 REC CENTER / R265300 | 000000 | 149.85 |
| 01-3836 | MID-AMERICAN RESEARCH C | | | | | |
| | | I-0830063-IN | 101-4192-426 | SUPPLIES DISINFECT-FL CLNR-FOAM CLEAN/P | 000000 | 696.71 |
| 01-3838 | BLUEPEAK | | | | | |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-04 | UTILITIES - C CITY HALL INTERNET | 000000 | 53.50 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-04 | UTILITIES - C CITY HALL TELEPHONE | 000000 | 1,780.15 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-07 | UTILITIES - F FIRE HALL | 000000 | 331.41 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-08 | UTILITIES - H HISTORY CENTER | 000000 | 254.78 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-10 | UTILITIES - L LIBRARY | 000000 | 899.66 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-13 | UTILITIES - R REC CENTER TELEPHONE | 000000 | 142.99 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-14 | UTILITIES - S STREET SHOP | 000000 | 49.77 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-06 | UTILITIES - D DAYS OF '76 RODEO GROUNDS | 000000 | 697.47 |
| | | I-TELEPHONE 09/16/24 | 101-4192-428-19 | UTILITIES - G GATEWAY VISITORS CENTER | 000000 | 82.99 |
| 01-4057 | VIEHAUSER ENTERPRISES, | | | | | |
| | | I-54436 | 101-4192-425-24 | REPAIRS - OUT INSTALL ELEC STRIKE OFFICE/OSQ | 000000 | 1,533.89 |

01/04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------------------------------|-------------------------|---------------------|------------------|--|--------|-----------|
| 01-4570 | CHAPTER Y - PEO | I-10/02/24 | 101-4192-426-04 | SUPPLIES - CI 3 POINSETTIAS -CITY HALL | 000000 | 75.00 |
| 01-4803 | SUMMIT FIRE PROTECTION | I-115017510 | 101-4192-422-06 | PROFESSIONAL- SEMI-ANNUAL INSPECTION/RODEO A | 000000 | 242.00 |
| 01-4944 | QUADIENT FINANCE USA, I | I-09/12/24 | 101-4192-426 | SUPPLIES REFILL POSTAGE METER - PB | 000000 | 500.00 |
| 01-4957 | ONSITE FIRST AID, LLC | I-4529 | 101-4192-422-11 | PROFESSIONAL FIRST AID SUPPLIES/PARKS | 000000 | 28.75 |
| | | I-4530 | 101-4192-422-14 | PROFESSIONAL FIRST AID SUPPLIES/STREETS | 000000 | 71.78 |
| | | I-4531 | 101-4192-422-13 | PROFESSIONAL FIRST AID SUPPLIES/ REC CENTER | 000000 | 101.40 |
| | | I-4532 | 101-4192-422-04 | PROFESSIONAL FIRST AID SUPPLIES/CITY HALL | 000000 | 73.39 |
| DEPARTMENT 192 PUBLIC BUILDINGS | | | | | TOTAL: | 25,951.01 |
| 01-0467 | CULLIGAN OF THE BLACK H | I-0021690 | 101-4210-424 | RENTALS BTTLD WTR-2-5 GAL,COOLR RNT-PD | 000000 | 101.40 |
| 01-0832 | MACK'S AUTO BODY, LLC | I-2024-063 | 101-4210-425 | REPAIRS AUTO BODY PARTS'19 DURANGO/PD | 000000 | 1,891.40 |
| 01-1653 | STURDEVANT'S AUTO PARTS | I-832037758 | 101-4210-425 | REPAIRS OIL FILTER - '17 SILVERADO | 000000 | 14.80 |
| 01-1826 | FIRST NET | I-287304791844X0924 | 101-4210-422 | PROFESSIONAL MDT POLICE CARS - SEPTEMBER | 000000 | 240.24 |
| 01-1827 | MS MAIL | I-14784 | 101-4210-422 | PROFESSIONAL PRINT CARDS-GAGE MAU / POLICE | 000000 | 25.00 |
| 01-3060 | QUIK SIGNS | I-47417 | 101-4210-426 | SUPPLIES GRAPHICS-'22 CHARGER / POLICE | 000000 | 496.90 |
| 01-3135 | A-Z SHREDDING, INC. | I-44944100124 | 101-4210-422 | PROFESSIONAL SHREDDING DOCUMENTS - POLICE | 000000 | 33.80 |
| 01-4195 | MARCO | I-37470404 | 101-4210-422 | PROFESSIONAL COPIER CONTRACT - POLICE | 000000 | 168.90 |
| 01-4693 | CURTIS BLUE LINE / L.N. | I-INV867886 | 101-4210-426 | SUPPLIES NAME PATCHES - POLICE | 000000 | 37.55 |
| 01-4711 | AMAZON CAPITAL SERVICES | I-1KDQ-W3DL-WQG1 | 101-4210-422 | PROFESSIONAL LGL PADS,CPY PPR,STKY NOTES-PD | 000000 | 125.61 |
| 01-5034 | STURGIS RESPONDER SUPPL | | | | | |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------------|------------------|---|--------|-----------|
| 01-5034 | STURGIS RESPONDER SUPPL | continued | | | | |
| | | I-3849 | 101-4210-426 | SUPPLIES CODE RED EARPIECE - POLICE | 000000 | 48.99 |
| | | I-3972 | 101-4210-426 | SUPPLIES UNIFORM PANTS - POLICE | 000000 | 117.95 |
| | | I-4126 | 101-4210-426 | SUPPLIES UNIFORM HEMMING, PATCHES - PD | 000000 | 38.00 |
| | | I-4374 | 101-4210-426 | SUPPLIES HANDCUFFS, GLOVES, EARPIECE -PD | 000000 | 123.97 |
| | | | | DEPARTMENT 210 POLICE | TOTAL: | 3,464.51 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2409-018016 | 101-4221-422 | PROFESSIONAL HANGING FILE STAND - LIBRARY | 000000 | 19.99 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN1192392 | 101-4221-422 | PROFESSIONAL COPIER CONTRACT - FIRE DEPT | 000000 | 156.83 |
| 01-1410 | WESTERN COMMUNICATIONS, | | | | | |
| | | I-20555 | 101-4221-426 | SUPPLIES CHARGER & BATTERY - FIRE DPT | 000000 | 225.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-832039572 | 101-4221-426 | SUPPLIES HIGH CAPACITY V-BELT- FIRE DPT | 000000 | 117.36 |
| 01-1771 | NFPA | | | | | |
| | | I-4483 | 101-4221-422 | PROFESSIONAL SUBSCRIPTION SERVICE- FIRE DPT | 000000 | 1,552.50 |
| 01-3101 | KNOX COMPANY | | | | | |
| | | I-INV-KA-306063 | 101-4221-422 | PROFESSIONAL 1 YR CONNECT CLOUD LIC.- FIRE | 000000 | 584.00 |
| 01-3913 | HEIMAN INC | | | | | |
| | | I-0741184 | 101-4221-434 | MACHINERY/EQU BRUSH SKID - FIRE DPT EQUIPT | 000000 | 18,275.00 |
| 01-4569 | STATION AUTOMATION, INC | | | | | |
| | | I-6685 | 101-4221-422 | PROFESSIONAL ANNUAL LICENSE RENEWAL - FIRE | 000000 | 2,700.00 |
| 01-4949 | VAN TASSEL, SARAH | | | | | |
| | | I-2980 | 101-4221-427 | TRAVEL RENEW VIDEO SUBSC/TRAINING-FD | 000000 | 30.00 |
| 01-5034 | STURGIS RESPONDER SUPPL | | | | | |
| | | I-4372 | 101-4221-434 | MACHINERY/EQU UNIFORM PANTS, HEMMING-FIRE DPT | 000000 | 229.99 |
| 01-5077 | PATRIOT FIRE & SAFETY I | | | | | |
| | | I-INV-2750 | 101-4221-422 | PROFESSIONAL SERVICE PUMP TEST-ENG 2/ FIRE | 000000 | 998.60 |
| 01-5089 | JERRY GREER'S ENGINEERI | | | | | |
| | | I-1-72641 | 101-4221-434 | MACHINERY/EQU REPLC 2 TIRES-RESCUE 3/FIRE DP | 000000 | 1,063.70 |
| 01-5325 | VAN TASSEL, JEREMY | | | | | |
| | | I-2979 | 101-4221-427 | TRAVEL RENEW VIDEO SUBSC./TRAINING-FD | 000000 | 30.00 |
| | | | | DEPARTMENT 221 FIRE DEPARTMENT ADMINIS | TOTAL: | 25,982.97 |

PACKET: 06780 COMBINED - 10/8/24
 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 |
|---------|-------------------------|-----------------|------------------|--|--------|--------|
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 101-4232-422 | PROFESSIONAL BLDG INSPECTOR TABLET | 000000 | 26.97 |
| 01-5066 | LOOKOUT PLAN + CODE CON | | | | | |
| | | I-24077 | 101-4232-422 | PROFESSIONAL PLAN REVIEW 288 WILLIAMS/BI | 000000 | 231.20 |
| | | I-24078 | 101-4232-422 | PROFESSIONAL PLAN REVIEW 874 MAIN ST/BI | 000000 | 230.40 |
| | | | | DEPARTMENT 232 BUILDING INSPECTION | TOTAL: | 488.57 |
| 01-0320 | WHITE'S CANYON MOTORS | | | | | |
| | | I-640696 | 101-4310-426 | SUPPLIES KX6Z PLUG/STREETS | 000000 | 13.82 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2408-015058 | 101-4310-426 | SUPPLIES POLY SEALANT-LVL SEALANT/STRTS | 000000 | 77.94 |
| | | I-2408-015183 | 101-4310-426 | SUPPLIES (3) CRACK SEALANT/STRTS | 000000 | 35.97 |
| | | I-2409-015704 | 101-4310-426 | SUPPLIES 4MPT HOSE BARB/STRTS | 000000 | 5.99 |
| | | I-2409-015872 | 101-4310-426 | SUPPLIES NOZZLE-ACETONE-LINSEED OIL/STR | 000000 | 73.97 |
| | | I-2409-015964 | 101-4310-426 | SUPPLIES FASTENERS/STREETS | 000000 | 15.30 |
| | | I-2409-016313 | 101-4310-426 | SUPPLIES SORTMASTER JR ORGANIZER/STRTS | 000000 | 22.99 |
| | | I-2409-016347 | 101-4310-426 | SUPPLIES FASTENERS/STRTS | 000000 | 15.80 |
| | | I-2409-017049 | 101-4310-426 | SUPPLIES FASTENERS/STREETS | 000000 | 1.10 |
| | | I-2409-017109 | 101-4310-426 | SUPPLIES FLOODLIGHT PHOTO CELL/STRTS | 000000 | 29.98 |
| | | I-2409-017503 | 101-4310-426 | SUPPLIES (6) CARTRIDGE FUSE/STRTS | 000000 | 23.94 |
| | | I-2409-017790 | 101-4310-426 | SUPPLIES FRAME-THHN WIRE-WHT-RED/STRTS | 000000 | 309.97 |
| | | I-2409-017897 | 101-4310-426 | SUPPLIES (2) WIRE ROPE CLIPS/STRTS | 000000 | 4.98 |
| | | I-2409-017903 | 101-4310-426 | SUPPLIES WIRE ROPE CLIPS/STRTS | 000000 | 12.96 |
| | | I-2409-017944 | 101-4310-425 | REPAIRS 10' CONDUIT/STREETS | 000000 | 29.37 |
| | | I-2409-018106 | 101-4310-425 | REPAIRS (2) 10' CONDUIT/STREETS | 000000 | 19.58 |
| | | I-2409-018308 | 101-4310-426 | SUPPLIES DRILL BIT-TAPE-EYE BOLT-BIN/ST | 000000 | 38.45 |
| | | I-2409-018815 | 101-4310-426 | SUPPLIES USBA SUNCCABLE-AC CHARGER/STRT | 000000 | 31.48 |
| 01-0653 | FASTENAL COMPANY | | | | | |
| | | I-SDRA1139970 | 101-4310-426 | SUPPLIES CABLE TIES VARIOUS SZS/STRTS | 000000 | 94.45 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 101-4310-422 | PROFESSIONAL ON CALL PHONE/STREETS | 000000 | 25.57 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN1192394 | 101-4310-424 | RENTALS CONTRACT BASE RATE/STRTS | 000000 | 79.26 |
| 01-1333 | DEADWOOD ELECTRIC | | | | | |
| | | I-23225 | 101-4310-426 | SUPPLIES THREADLESS CONNECT-ADAPT/STRTS | 000000 | 12.49 |
| 01-1348 | FLOYD'S TRUCK CENTER, I | | | | | |
| | | I-X201143266:02 | 101-4310-426 | SUPPLIES U BOLT SUSPENSION/STRTS | 000000 | 63.12 |
| | | I-X20153266:01 | 101-4310-426 | SUPPLIES HIGH NUT-WASHER-UBOLT/STRTS | 000000 | 14.48 |
| 01-1351 | GREAT WESTERN TIRE, INC | | | | | |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|---------------|--------------------------------|-----------------|
| 01-1351 | GREAT WESTERN TIRE, INC | | continued | | | |
| | | I-1-277490 | 101-4310-425 | REPAIRS | LOADER FLAT TIRE REPAIR/STRTS | 000000 619.50 |
| 01-1358 | STAN HOUSTON EQUIP.CO.I | | | | | |
| | | I-2535625 | 101-4310-425 | REPAIRS | (50) 60# BAGS PERMAPATCH/STRTS | 000000 947.50 |
| 01-1374 | BUTLER MACHINERY COMPAN | | | | | |
| | | I-06PS0692579 | 101-4310-425 | REPAIRS | BATTERY-ELEMENT REAPIRS/STRTS | 000000 908.48 |
| | | I-06PS0692580 | 101-4310-425 | REPAIRS | ELEMENT-FILTER-REPAIRS/STRTS | 000000 381.03 |
| | | I-06PS0692581 | 101-4310-425 | REPAIRS | ELEMENT-FILTER-REPAIRS/STRTS | 000000 277.31 |
| 01-1424 | SOUTHSIDE SERVICE | | | | | |
| | | I-0061850 | 101-4310-425 | REPAIRS | TIRE REPAIR/STREETS | 000000 30.00 |
| 01-1500 | A & B WELDING | | | | | |
| | | I-01098265 | 101-4310-426 | SUPPLIES | COMPRESSED ARGON/STREETS | 000000 122.20 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-832038263 | 101-4310-426 | SUPPLIES | (2) TUNE UP/STREETS | 000000 17.58 |
| | | I-832038891 | 101-4310-426 | SUPPLIES | (6) GL -25 POWER BLAST/STRTS | 000000 19.74 |
| | | I-832039044 | 101-4310-426 | SUPPLIES | SNOWDRIVERS/STREETS | 000000 30.97 |
| | | I-832039258 | 101-4310-426 | SUPPLIES | PR HEAVY DUTY RETRAC/STREETS | 000000 26.99 |
| | | I-832039512 | 101-4310-426 | SUPPLIES | ON-OFF TOGGLE/STREETS | 000000 7.20 |
| 01-2688 | ENVIRONMENTAL EQUIPMENT | | | | | |
| | | I-24301 | 101-4310-425 | REPAIRS | 210 PUH CURTAIN SET BOXED/STRT | 000000 497.94 |
| 01-2901 | TRAFFIC CONTROL CORPORA | | | | | |
| | | I-152578 | 101-4310-425 | REPAIRS | APS BUTTON REPAIR/STRTS | 000000 600.00 |
| 01-3259 | INTERSTATE ENGINEERING | | | | | |
| | | I-55709-FINAL | 101-4310-422-01 | TIMM LANE BRI | CONST ENG SRVCS/TIMM LANE BRID | 000000 131.22 |
| 01-3722 | BLACK HILLS ASPHALT LLC | | | | | |
| | | I-2579 | 101-4310-425 | REPAIRS | FIRST WARD CRACKS/STRTS | 000000 3,471.43 |
| 01-4345 | ULINE | | | | | |
| | | I-183070409 | 101-4310-426 | SUPPLIES | (10) 36" RND FLEX POST YEL/STR | 000000 381.87 |
| 01-5038 | BRITE IDEAS LLP | | | | | |
| | | I-20249 | 101-4310-426 | SUPPLIES | 16" WHT POLY GLOBE/STRTS | 000000 167.90 |
| 01-5178 | LEGENDARY ELECTRIC LLC | | | | | |
| | | I-4462 | 101-4310-422 | PROFESSIONAL | RELOCATE SRVC ST LITE 875 MAIN | 000000 3,316.33 |
| 01-5259 | JOHNER PAVING | | | | | |
| | | I-1153 | 101-4310-425 | REPAIRS | (21.84) PATCH WORK VAN BUR-MAD | 000000 2,562.86 |
| | | I-1199 | 101-4310-425 | REPAIRS | (3.73) 3/4" ASPHALT/STRTS | 000000 279.75 |

DEPARTMENT 310 STREETS TOTAL: 15,850.00

01/04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------------|------------------|--|-----------------------|-------------------|
| 01-0467 | CULLIGAN OF THE BLACK H | I-0021770 | 101-4520-426 | SUPPLIES (7) 5 GALL BOTTLED WATER/PARKS | 000000 | 50.40 |
| 01-0563 | RCS CONSTRUCTION | I-PAYAPP#12-9/27/24 | 101-4520-422-01 | PROF SERV- FE PAY APP#12-WHTWD CRK RSTR-BID1 | 000000 | 265,363.50 |
| 01-0578 | TWIN CITY HARDWARE & LU | I-2408-015107 | 101-4520-426 | SUPPLIES (5) GREY CONCRETE SEALANT/PARK | 000000 | 49.95 |
| | | I-2409-015695 | 101-4520-426 | SUPPLIES (12) GRAY CONCRETE SEALANT/PAR | 000000 | 119.88 |
| | | I-2409-016915 | 101-4520-426 | SUPPLIES BRONZE T-40 LAW SCREW/PARKS | 000000 | 169.99 |
| | | I-2409-016998 | 101-4520-426 | SUPPLIES T-40 2"/PARKS | 000000 | 1.29 |
| | | I-2409-019318 | 101-4520-426 | SUPPLIES (2) ZINC OPEN BAR HOLDER/PARKS | 000000 | 13.98 |
| 01-1171 | A & B BUSINESS SOLUTION | I-IN1192395 | 101-4520-424 | RENTALS CONTRACT BASE RATE/PARKS | 000000 | 153.42 |
| 01-1653 | STURDEVANT'S AUTO PARTS | I-832037981 | 101-4520-426 | SUPPLIES BAR LAMP- ON/OFF TOGGLE/PARKS | 000000 | 315.34 |
| | | I-832038222 | 101-4520-426 | SUPPLIES TURN SIGNAL LIGHT/PARKS | 000000 | 2.84 |
| | | I-832038257 | 101-4520-426 | SUPPLIES AIR CHUCK-TUNE UP--35/PARKS | 000000 | 239.11 |
| | | I-832038621 | 101-4520-426 | SUPPLIES RED-BLK PRMRY WIRE/PARKS | 000000 | 39.94 |
| 01-3094 | BOMGAARS | I-57333051 | 101-4520-426 | SUPPLIES AIR FRESH-GREASE GUN/PARKS | 000000 | 228.95 |
| 01-3156 | BRANDON INDUSTRIES INC. | I-2015917-IN | 101-4520-422-01 | PROF SERV- FE SHERM/WTR ST SIGNAGE-KUCHENBKR | 000000 | 10,821.95 |
| 01-3836 | MID-AMERICAN RESEARCH C | I-0829029-IN | 101-4520-426 | SUPPLIES POWER OFF-TRIGGER SPRAYER/PARK | 000000 | 120.20 |
| 01-4057 | VIEHAUSER ENTERPRISES, | I-54302 | 101-4520-426 | SUPPLIES KEY CUT SINGLE SIDED/PARKS | 000000 | 3.50 |
| 01-4204 | COMPLETE CONCRETE, INC. | I-PAYAPP#5-9/30/24 | 101-4520-422-01 | PROF SERV- FE PAY APP#5-WHITEWD CRK-BID PAC2 | 000000 | 450,161.76 |
| 01-4345 | ULINE | I-182595037 | 101-4520-426 | SUPPLIES DISINFECT WIPES FRSH-LEM/PARKS | 000000 | 88.99 |
| 01-4973 | STREET IMAGE TRUCK & AU | I-A320153 | 101-4520-426 | SUPPLIES SPRAY BEDLINER LONG BOX/STRTS | 000000 | 649.99 |
| 01-5178 | LEGENDARY ELECTRIC LLC | I-4498 | 101-4520-422 | PROFESSIONAL CHECKED POWER-SUPPLY TEMP/REC | 000000 | 573.98 |
| | | | | | DEPARTMENT 520 PARKS | TOTAL: 729,168.96 |
| | | | | | FUND 101 GENERAL FUND | TOTAL: 804,388.69 |

PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 206 LIBRARY FUND
 DEPARTMENT: 550 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------------|------------------|--|------------------------|-----------------|
| 01-0467 | CULLIGAN OF THE BLACK H | I-0021813 | 206-4550-426 | SUPPLIES BOTTLED WATER - 5 GAL/ LIBRARY | 000000 | 21.60 |
| 01-1171 | A & B BUSINESS SOLUTION | I-IN1192650 | 206-4550-422 | PROFESSIONAL COPIER CONTRACT - LIBRARY | 000000 | 73.03 |
| 01-1562 | MIDWEST TAPE, LLC | I-506010690 | 206-4550-434 | COLLECTION DE DVDs - LIBRARY | 000000 | 50.98 |
| | | I-506065426 | 206-4550-434 | COLLECTION DE DVDs - LIBRARY | 000000 | 66.22 |
| | | I-506126897 | 206-4550-434 | COLLECTION DE DIGITAL COLLECTION-HOOPLA/LIBR | 000000 | 154.44 |
| 01-4570 | CHAPTER Y - PEO | I-10/02/24 | 206-4550-424 | PROGRAMMING 3 POINSETTIAS - LIBRARY | 000000 | 75.00 |
| 01-4711 | AMAZON CAPITAL SERVICES | I-1G1D-MH9N-WKYH | 206-4550-434 | COLLECTION DE DVDs - LIBRARY | 000000 | 43.36 |
| | | I-1G1D-MH9N-WKYH | 206-4550-434 | COLLECTION DE BOOKS - LIBRARY | 000000 | 30.47 |
| | | I-1KQR-GXQY-4QVN | 206-4550-434 | COLLECTION DE BOOK - LIBRARY | 000000 | 21.49 |
| | | I-1KX4-C1HP-TQDN | 206-4550-434 | COLLECTION DE BOOKS - LIBRARY | 000000 | 318.71 |
| | | I-1LRM-M9KR-KD7J | 206-4550-434 | COLLECTION DE BOOKS - LIBRARY | 000000 | 33.96 |
| | | I-1WCT-HJQH-RC3T | 206-4550-434 | COLLECTION DE BOOKS - LIBRARY | 000000 | 65.78 |
| 01-5196 | TOLAR, JESSICA | I- 9/27/24 | 206-4550-427 | TRAVEL TRAVEL REIMB.-SDSL CONF./LIBR | 000000 | 421.54 |
| | | | | | DEPARTMENT 550 LIBRARY | TOTAL: 1,376.58 |
| | | | | | FUND 206 LIBRARY FUND | TOTAL: 1,376.58 |

01/04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------------------------|-------------------------|--------------------|------------------|---|--------|-----------|
| 01-0510 | GOLDEN WEST TECHNOLOGIE | I-428649 | 209-4510-422 | PROFESSIONAL WIRED-WIRELESS UPGRADE/REC | 000000 | 17,581.58 |
| 01-1333 | DEADWOOD ELECTRIC | I-23226 | 209-4510-425 | REPAIRS CONVERT LIGHT TO LED/REC CENTE | 000000 | 124.83 |
| 01-1502 | BLACK HILLS CHEMICAL | I-278730 | 209-4510-426 | SUPPLIES GLOVE-SHAMPOO-TP-TOWEL/REC | 000000 | 579.62 |
| 01-1827 | MS MAIL | I-14787 | 209-4510-426 | SUPPLIES 2024 ACTIVITIES POSTERS/REC CE | 000000 | 37.50 |
| 01-1909 | AMERICAN RED CROSS TRAI | I-22720474 | 209-4510-422 | PROFESSIONAL LIFEGUARDING CERT/REC CENTER | 000000 | 46.00 |
| 01-2645 | HAWKINS INC | I-6869401 | 209-4510-426 | SUPPLIES DELDRUM-TEST STRIP-AZONE/REC | 000000 | 986.60 |
| 01-2889 | ATCO INTERNATIONAL | I-I0634613 | 209-4510-426 | SUPPLIES (2) T-N-T/REC CENTER | 000000 | 266.00 |
| 01-3314 | CENTURY BUSINESS PRODUC | I-749680 | 209-4510-422 | PROFESSIONAL CONTRACT 06/08-09/07/24/REC CE | 000000 | 301.43 |
| 01-5319 | BATTERIES PLUS BULBS | I-P76202866 | 209-4510-426 | SUPPLIES 12V 3AH LEAD/REC CENTER | 000000 | 32.50 |
| 01-5321 | THE JUNK DRAWER | I-09/17/24 INVOICE | 209-4510-426 | SUPPLIES (35) T-SHIRTS-(15) XLS/REC CEN | 000000 | 747.50 |
| DEPARTMENT 510 REC CENTER | | | | | TOTAL: | 20,703.56 |
| FUND 209 BED & BOOZE FUND | | | | | TOTAL: | 20,703.56 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

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- 9/10/2024 | 212-4630-423 | MARKETING BID8 GROUP SALES-9/10 BILL LST 000000 | | 69.43 |
| 01-3602 | DEADWOOD GAMING ASSOCIA | I-09/30/24 | 212-4630-422 | PROFESSIONAL BID #8 CONTRIBUTION | 000000 | 10,000.00 |
| DEPARTMENT 630 BID 8 | | | | | | TOTAL: 10,069.43 |
| FUND 212 BID #8 (Business Improve) | | | | | | TOTAL: 10,069.43 |

PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 214 BID #7-OCCUPANCY TAX
 DEPARTMENT: 630 BID #7
 BUDGET TO USE: CB-CURRENT BUDGET

| |
|-------------------|
| Section 4 Item a. |
|-------------------|

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------|------------------|----------------|---------------------------------------|------------------|
| 01-0475 | DEADWOOD CHAMBER & VISI | I-9/10/24 | 214-4630-423 | MARKETING | BID #7 KDN BILL LIST THRU 9/10 000000 | 12,804.61 |
| | | | | DEPARTMENT 630 | BID #7 | TOTAL: 12,804.61 |
| | | | | FUND 214 | BID #7-OCCUPANCY TAX | TOTAL: 12,804.61 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

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-2407-009452 | 215-4573-335 | HIST. INTERP. ARCHIVES | 000000 | 29.99 |
| | | I-2407-009603 | 215-4573-335 | HIST. INTERP. ARCHIVES | 000000 | 14.75 |
| 01-1495 | GAYLORD BROS. | | | | | |
| | | I-2878852 | 215-4573-335 | HIST. INTERP. ARTIFACT BOXES | 000000 | 437.57 |
| 01-2014 | TOMS, DON | | | | | |
| | | I-091924 | 215-4573-335 | HIST. INTERP. 1911 TOWN LOTS | 000000 | 600.00 |
| 01-3044 | LAWRENCE CO. EQUALIZATI | | | | | |
| | | I-091124 | 215-4573-340 | HIST. INTERP. PICTOMETRY AERIAL IMAGERY #1 | 000000 | 1,776.00 |
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-1J4G-GFJY-FR6G | 215-4573-335 | HIST. INTERP. BOOK & RUBBER BANDS | 000000 | 50.37 |
| DEPARTMENT 573 HP HISTORIC INTERPRETATIO | | | | | | TOTAL: 2,908.68 |
| 01-5209 | BRANCH CONSTRUCTION SER | | | | | |
| | | I-PAYAPP#4 | 215-4575-515 | GRANT/LOAN RE 74 VAN BUREN RW | 000000 | 4,757.00 |
| 01-5313 | TEMPLE CONSTRUCTION | | | | | |
| | | I-09/18/2024 INVOICE | 215-4575-505-04 | 85 CHARLES ST WORK AT 85 CHARLES ST/HP | 000000 | 26,944.83 |
| DEPARTMENT 575 HP DEADWOOD GRANT AND LOA | | | | | | TOTAL: 31,701.83 |
| 01-2994 | CHAMBERLIN ARCHITECTS | | | | | |
| | | I-091024-1 | 215-4576-600 | PROFES. SERV. DEADWOOD SENIOR CENTER | 000000 | 3,150.00 |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES | | | | | | TOTAL: 3,150.00 |
| 01-5324 | ARAPAHOE ROOFING & SHEE | | | | | |
| | | I-PAY APP#1-9/30/24 | 215-4577-725 | CAPITAL ASSET PAYAPP#1-ADAMS HSE ROOF/HAIL | 000000 | 205,000.00 |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS | | | | | | O TOTAL: 205,000.00 |
| 01-0451 | RUNGE, MIKE | | | | | |
| | | I-091924 | 215-4641-427 | TRAVEL CUSTER COUNTY TRAVEL- J FLYDAY | 000000 | 56.10 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 215-4641-428 | UTILITIES CITY ARCHIVIST/HP | 000000 | 40.01 |
| 01-1827 | MS MAIL | | | | | |
| | | I-14770 | 215-4641-423 | PUBLISHING SEPTEMBER NEWSLETTER | 000000 | 711.60 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------------------------------|-------------------------|------------|------------------|---------------------------------------|--------|------------|
| 01-2728 | WEST RIVER HISTORY CONF | | | | | |
| | | I-091224-1 | 215-4641-427 | TRAVEL 2024 WRHC REG - J ALLEN | 000000 | 165.00 |
| | | I-091224-2 | 215-4641-427 | TRAVEL 2024 WRHC REG - K KUCHENBECKER | 000000 | 165.00 |
| DEPARTMENT 641 OFFICE HIST. PRES. | | | | | TOTAL: | 1,137.71 |
| FUND 215 HISTORIC PRESERVATION | | | | | TOTAL: | 243,898.22 |

PACKET: 06780 COMBINED - 10/8/24

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 | | | |
|---------|-------------------------|----------|------------------|--------------------------------------|----------------|------------------|----------------|----------|----------|
| 01-5307 | THE HANDY MAN | I-091124 | 216-1310 | DUE FROM OTHE 9 SHINE - EMRICK | 000000 | 2,859.38 | | | |
| 01-5312 | FAIRBAIRN, NOEL | I-091224 | 216-1310 | DUE FROM OTHE 57 FOREST - HVAC WORK | 000000 | 3,571.33 | | | |
| | | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 6,430.71 | |
| 01-1496 | LAWRENCE CO. REGISTER O | I-091824 | 216-4653-960 | CLOSING CO 65 TERRACE- RECORDING FEE | 000000 | 30.00 | | | |
| | | | | | DEPARTMENT 653 | REVOLVING LOAN | TOTAL: | 30.00 | |
| | | | | | FUND | 216 | REVOLVING LOAN | TOTAL: | 6,460.71 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|--|--------|----------|
| 01-0514 | SIMON MATERIALS COMPANY | | | | | |
| | | I-3832780 | 602-4330-425 | REPAIRS CLEAN LIMESTONE/WATER | 000000 | 222.68 |
| | | I-3832780 | 602-4330-426-01 | SUPPLIES METE CLEAN LIMESTONE/WATER | 000000 | 917.32 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2409-018116 | 602-4330-425 | REPAIRS NIPPLE-GALV-CLOSE-BLACK/WATER | 000000 | 25.64 |
| | | I-2409-018582 | 602-4330-426 | SUPPLIES 1/2 DR DEEP SOCKET/WATER | 000000 | 19.99 |
| 01-0684 | NORTHWEST PIPE FITTINGS | | | | | |
| | | C-CM1492022 | 602-4330-426 | SUPPLIES (2) RETURN TRENCH DRAIN/WATER | 000000 | 84.50- |
| | | I-1491815 | 602-4330-426 | SUPPLIES 12/20 BLUE BRUTE PIPE/WATER | 000000 | 1,025.20 |
| | | I-1491816 | 602-4330-426-01 | SUPPLIES METE TOP-ADJ RISER FOR 6850/WATER | 000000 | 95.66 |
| | | I-1492047 | 602-4330-426 | SUPPLIES EXT-TOP-SLEEVE-MEGALUT/WATER | 000000 | 2,177.26 |
| | | I-1492152 | 602-4330-426 | SUPPLIES (20) BLUE BRUTE PIPE/WATER | 000000 | 1,025.20 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 602-4330-422 | PROFESSIONAL PLUMA TANKS/WATER | 000000 | 40.01 |
| | | I-9973553488 | 602-4330-422 | PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR | 000000 | 120.05 |
| | | I-9973553488 | 602-4330-422 | PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER | 000000 | 160.04 |
| | | I-9973553488 | 602-4330-422 | PROFESSIONAL ON CALL PHONE/WATER | 000000 | 47.72 |
| | | I-9973553488 | 602-4330-422 | PROFESSIONAL ON CALL PHONE/PARKS | 000000 | 42.72 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN1192394 | 602-4330-424 | RENTALS CONTRACT BASE RATE/WATER | 000000 | 79.25 |
| 01-1365 | SD PUBLIC HEALTH LAB | | | | | |
| | | I-10617501 | 602-4330-422 | PROFESSIONAL TRIH-HALOAC-COLIFORM TEST/WTR | 000000 | 211.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-832039042 | 602-4330-426 | SUPPLIES SPARK PLUG/WATER | 000000 | 2.99 |
| | | I-832039585 | 602-4330-425 | REPAIRS CAP SCRW-STAINLESS NUT/WATER | 000000 | 54.84 |
| 01-1798 | CHAINSAW CENTER/DAKOTA | | | | | |
| | | I-1-2014265 | 602-4330-425 | REPAIRS GUIDE BAR-POWERGRIT/WATER | 000000 | 862.48 |
| 01-1827 | MS MAIL | | | | | |
| | | I-14770 A | 602-4330-426 | SUPPLIES (200) DOOR HANGERS/WATER | 000000 | 50.00 |
| | | I-14770-A | 602-4330-426 | SUPPLIES UTILITY MAILING-SEP FOR AUG | 000000 | 407.32 |
| 01-3736 | METERING & TECHNOLOGY S | | | | | |
| | | I-INV6168 | 602-4330-426 | SUPPLIES STOCK/WATER | 000000 | 4,158.90 |
| | | I-INV6168 | 602-4330-426-01 | SUPPLIES METE CLAIM JUMPERS METER/WATER | 000000 | 2,438.20 |
| 01-3837 | SACRISON ASPHALT | | | | | |
| | | I-24089-05 | 602-4330-425 | REPAIRS (47.59) CRUSH ASPHALT MIL/WTR | 000000 | 856.62 |
| | | I-24091-02 | 602-4330-425 | REPAIRS (25.27) CRUSHED ASPHALT MILL/W | 000000 | 454.86 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-039267 | 602-4330-426 | SUPPLIES JR FOOTBALL & CALL ASST/WATER | 000000 | 10.78 |

PACKET: 06780 COMBINED - 10/8/24
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: 330 WATER
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------------|------------------|--|----------------------|------------------|
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-1KDQ-W3DL-WQG1 | 602-4330-426 | SUPPLIES 'FRIG WATER FILTER - PUB WRKS | 000000 | 34.99 |
| 01-4721 | TOWEY DESIGN GROUP INC. | | | | | |
| | | I-24-959 | 602-4330-422 | PROFESSIONAL RAILROAD AVE WTR MAIN EXT/WTR | 000000 | 11,125.10 |
| | | | | | DEPARTMENT 330 WATER | TOTAL: 26,582.32 |
| | | | | | FUND 602 WATER FUND | TOTAL: 26,582.32 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|------------------------------------|------------------------|---------------------|------------------|---|--------|-----------------|
| 01-3558 | DEADWOOD HISTORY, INC. | I-32776 | 607-4580-426 | SUPPLIES TRIAL JACK MCCALL COOP PION/MM | 000000 | 122.50 |
| 01-3838 | BLUEPEAK | I-PHONE 09/16/24 MM | 607-4580-428 | UTILITIES TELEPHONE - ACCT 7801 | 000000 | 171.23 |
| | | I-PHONE 09/16/24 MM | 607-4580-428 | UTILITIES TELEPHONE - ACCT 5801 | 000000 | 44.62 |
| | | I-PHONE 09/16/24 MM | 607-4580-428 | UTILITIES TELEPHONE - ACCT 6501 | 000000 | 128.67 |
| 01-4734 | BLACK HILLS DOORS | I-18033 | 607-4580-425 | REPAIRS INSTAL REPLACE BOARDS/MM | 000000 | 1,860.00 |
| DEPARTMENT 580 HISTORIC CEMETERIES | | | | | | TOTAL: 2,327.02 |
| FUND 607 HISTORIC CEMETERIES | | | | | | TOTAL: 2,327.02 |

10/04/2024 11:36 AM
 PACKET: 06780 COMBINED - 10/8/24
 VENDOR SET: 01
 FUND : 610 PARKING/TRANSPORTATION
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------------|------------------|--|--------|----------|
| 01-5315 | ERNEST HOSPITALITY | | | | | |
| | | I-20240923 | 610-3360-532 | PARKING FINE REFUND CITATION 256114254/P&T | 000000 | 90.00 |
| | | I-20240923A | 610-3360-532 | PARKING FINE REFUND CITATION256139896 | 000000 | 15.00 |
| 01-5316 | NIELSEN, BAILI | | | | | |
| | | I-2020917 | 610-3360-532 | PARKING FINE REFUND CITATION 256132883/P&T | 000000 | 50.00 |
| 01-5317 | ROSENBAUM, DAVID | | | | | |
| | | I-20240911 | 610-3360-532 | PARKING FINE REFUND CITATION 256126319/P&T | 000000 | 25.00 |
| 01-5318 | ASHER, JULIE | | | | | |
| | | I-20240911 | 610-3360-532 | PARKING FINE REFUND CITATION 256134735/P&T | 000000 | 25.00 |
| 01-5322 | VOLKENANT, TIMOTHY | | | | | |
| | | I-20241001 | 610-3360-532 | PARKING FINE REFUND CITATION 256126086/P&T | 000000 | 103.50 |
| | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 308.50 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2409-017930 | 610-4360-426 | SUPPLIES PVC TEE-ADAPTER-CPLING-PIPE/P& | 000000 | 25.22 |
| 01-0598 | SUMMIT SIGNS AND SUPPLY | | | | | |
| | | I-66371 | 610-4360-426 | SUPPLIES POSTAL-POLICE-HANDI SIGNS/P&T | 000000 | 210.00 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9973553488 | 610-4360-422 | PROFESSIONAL PD ORDINANCE VEHICLE/P&T | 000000 | 40.01 |
| | | I-9973553488 | 610-4360-422 | PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T | 000000 | 128.16 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-832038890 | 610-4360-425 | REPAIRS DRIVESHAFT-TRANS OIL PAN/P&T | 000000 | 619.24 |
| | | I-832038892 | 610-4360-425 | REPAIRS (2) QT PM ATF+4 TRAN FLUID/P&T | 000000 | 16.98 |
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-1KDQ-W3DL-WQG1 | 610-4360-426 | SUPPLIES OFFICE CHAIR - P&T OFFICE | 000000 | 199.99 |
| | | | DEPARTMENT 360 | PARKING/TRANSPORTATION | TOTAL: | 1,239.60 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2409-017307 | 610-4361-426 | SUPPLIES BROTHER TONER CARTRIDGE/TROLLE | 000000 | 52.99 |
| | | I-2409-019228 | 610-4361-426 | SUPPLIES COFFEE FILTER-COFFEEMAKER/TROL | 000000 | 53.48 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-832037820 | 610-4361-426 | SUPPLIES OIL DOM MASTER-SNOWDRIVER/TROL | 000000 | 376.94 |
| | | I-832038172 | 610-4361-426 | SUPPLIES RELAY-GEN PURPOSE ADHE/TROLLEY | 000000 | 45.16 |
| 01-1827 | MS MAIL | | | | | |
| | | I-14770 A | 610-4361-426 | SUPPLIES (2,000) TROLLEY DAY PASSES/TRO | 000000 | 300.00 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|---|-----------------------------------|-----------------|
| 01-2889 | ATCO INTERNATIONAL | | | | | |
| | | I-I0632218 | 610-4361-426 | SUPPLIES (12) GEL HAND WASH/TROLLEY | 000000 | 120.87 |
| | | I-I0634838 | 610-4361-426 | SUPPLIES NITTY GRITTY-GLOVES/TROLLEY | 000000 | 234.00 |
| 01-3654 | SPEARFISH AUTO SUPPLY | | | | | |
| | | C-304630 | 610-4361-426 | SUPPLIES CORE DEPOSIT REFUNDS/TROLLEY | 000000 | 147.87- |
| | | I-312341 | 610-4361-426 | SUPPLIES NONBRACKETED CAL-FLT PADS/TROL | 000000 | 267.08 |
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-1LRM-M9KR-VWC3 | 610-4361-426 | SUPPLIES STYLUS PENS - TROLLEY | 000000 | 9.49 |
| 01-5314 | VERIZON CONNECT FLEET U | | | | | |
| | | I-384000062706 | 610-4361-422 | PROFESSIONAL AUGUST VEHICLE TRACKING/TROLLE | 000000 | 179.50 |
| | | I-620000055208 | 610-4361-422 | PROFESSIONAL JULY VEHICLE TRACKING/TROLLEY | 000000 | 179.50 |
| | | | | | DEPARTMENT 361 TROLLEY DEPARTMENT | TOTAL: 1,671.14 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2409-016185 | 610-4362-426 | SUPPLIES NUT SET-BIT-TAPPER-PAINT/RAMP | 000000 | 95.21 |
| | | I-2409-016338 | 610-4362-426 | SUPPLIES ANCHOR-BATTERY-CUTOFF TOOL/RAM | 000000 | 608.40 |
| | | I-2409-018265 | 610-4362-426 | SUPPLIES FASTENERS-SHACKLE-THIMBLE/RAMP | 000000 | 103.79 |
| 01-3838 | BLUEPEAK | | | | | |
| | | I-TELEPHONE 09/16/24 | 610-4362-428 | UTILITIES PARKING RAMP | 000000 | 166.03 |
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-11M9-V3KR-4DXQ | 610-4362-426 | SUPPLIES (2) KNUCKLE EMERGENCY KEYS/RAM | 000000 | 91.90 |
| | | | | | DEPARTMENT 362 BROADWAY GARAGE | TOTAL: 1,065.33 |
| | | | | | FUND 610 PARKING/TRANSPORTATION | TOTAL: 4,284.57 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|--------------------|-----------|------------------|------------------------------------|---------------------------------|-----------------|
| 01-5243 | WO MOTORSPORTS LLC | I-9/26/24 | 720-4000-429 | OTHER DEPOSIT REFUND - 9/7/24 RACE | 000000 | 2,350.00 |
| | | | | | DEPARTMENT 000 NON-DEPARTMENTAL | TOTAL: 2,350.00 |
| | | | | | FUND 720 DEPOSITS HELD | TOTAL: 2,350.00 |

PACKET: 06780 COMBINED - 10/8/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|---------------------|-------------------|------------------|--|--------|--------------|
| 01-0585 | SD DEPT. OF REVENUE | | | | | |
| | | C-10/04/24-RVS DR | 722-2190 | AMOUNTS HELD RVS.DR ENTRY TO CORRECT DRAFT | 000000 | 70.00- |
| | | I-9/30/24 | 722-2190 | AMOUNTS HELD RVS CR ENTRY TO CORRECT DRAFT | 000000 | 70.00 |
| | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 0.00 |
| | | | FUND | 722 SALES TAX AGENCY | TOTAL: | 0.00 |
| | | | | REPORT GRAND TOTAL: | | 1,135,245.71 |

PACKET: 06770 ADD'L BILL - WAREING BELLE FOU
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------------|--------------|------------------|---|---------------------|-----------|
| 01-5310 | WAREING BELLE FOURCHE | | | | | |
| | | I-09/17/2024 | 101-4210-434 | MACHINERY/EQU 2022 DODGE CHARGER VIN#--3609 | 000000 | 39,249.00 |
| | | | | DEPARTMENT 210 POLICE | TOTAL: | 39,249.00 |
| | | | | FUND 101 GENERAL FUND | TOTAL: | 39,249.00 |
| | | | | | REPORT GRAND TOTAL: | 39,249.00 |

PROCLAMATION

WHEREAS, 4-H, as part of the South Dakota Extension System of South Dakota State University, is a program where youth have the opportunity to learn and experience hands on from experts, educators, and volunteers; and

WHEREAS, for the past 120 years, 4-H has served America's young people to make the best better and is now the Nation's largest youth development organization; and

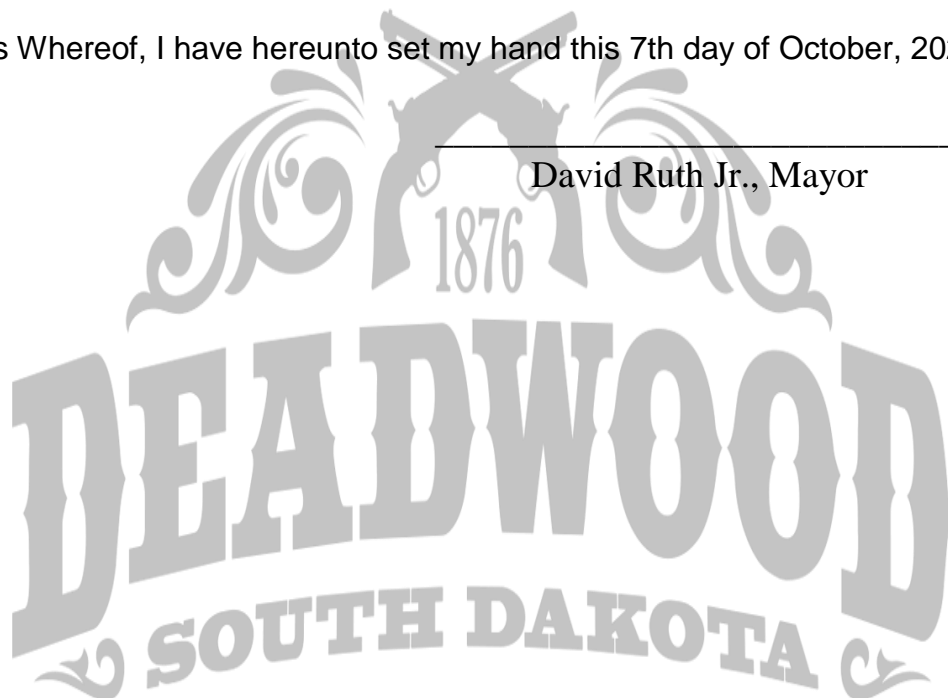
WHEREAS, through those generations, members have developed various unique skills with their heads, hearts, hands, and health, that they now use throughout our communities, country, and world; and

WHEREAS, National 4-H week reminds people about 4-H by spotlighting the different members, volunteers, and opportunities within the program.

NOW THEREFORE, I, David Ruth Jr., Mayor of the City of Deadwood, by virtue of the authority vested in me by our community, hereby proclaim the week of October 7 through 12, 2024, as National 4-H week and recognize the positive impacts of 4-H within our community.

In Witness Whereof, I have hereunto set my hand this 7th day of October, 2024.

David Ruth Jr., Mayor



**Proclamation
American Archives Month
October 2024**

WHEREAS, we citizens of the City of Deadwood recognize the value of archives – our historical records and the numerous ways they enrich our lives; and

WHEREAS, the archivists in Deadwood are dedicated to preserving, protecting and making available historical records; and

WHEREAS, archives have a duty to provide public access to their records, and it is the goal of archives to increase public awareness of the role archives play in providing knowledge about the historical and cultural heritage of Deadwood; and

WHEREAS, there are numerous county, municipal, university, and private archives in the Black Hills in addition to the South Dakota State Historical Society – State Archives in South Dakota, which cooperate together in the preservation and accessibility of South Dakota’s documentary heritage; and

WHEREAS, Deadwood’s archival institutions have a responsibility to collect, organize, preserve, and make available records that document the history of the state of South Dakota for education and appreciation of present and future generations; and

WHEREAS, history helps us to define our cultural identities and understand our past.

NOW, THEREFORE, I, David Ruth, Jr. Mayor of City of Deadwood, hereby proclaim October 2024 as ARCHIVES MONTH in Deadwood, South Dakota.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October, 2024.

David Ruth, Jr.
Mayor



Lifeguard 2 (Full-time) POSITION DESCRIPTION

FULL-TIME LIFEGUARD JOB DESCRIPTION

GENERAL PURPOSE

Responsible for providing safe and effective recreational services to the users of the Recreation and Aquatic Center, including the supervision of the pool, gym, and weight room. This position also includes overseeing the safe daily operations and ensuring the enforcement of all rules and policies. In the absence of management, the employee may be tasked with overseeing the daily operations of the Recreation and Aquatic Center to ensure seamless facility management.

SUPERVISION RECEIVED

Works under the general supervision of the Recreation & Aquatic Center Managers.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and enforce all Recreation and Aquatic Center rules, policies, and regulations fairly and consistently.
- Responsible for the safe daily operation of the pool, gym, and weight room.
- Assist in coordinating, implementing, and supervising various programs and activities within the Recreation and Aquatic Center.
- Perform lifeguard duties, including providing surveillance of the pool, conducting water rescues, and maintaining a safe environment for all patrons.
- Provide swimming instruction and ensure that all swimming lessons are delivered safely and effectively.
- Perform and record regular water quality tests (chlorine, pH, and temperature), reporting any irregularities to the appropriate personnel.
- Conduct light cleaning and assist with the custodial needs of the pool and surrounding facilities.
- Respond promptly to emergencies and administer first aid, CPR, and other necessary life-saving techniques.
- Attend and participate in mandatory in-service training and staff meetings.
- Complete and submit required reports for accidents, incidents, and other operational issues.
- In the absence of management, oversee daily operations to ensure that all facility procedures are followed, and address any issues that arise.
- Perform other related duties as assigned by the Recreation & Aquatic Center Managers.

PERIPHERAL DUTIES

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

- Must possess a high school diploma or a GED equivalent.
- Two years of experience in a position requiring certifications listed below, or an equivalent combination of education and experience.

Necessary Knowledge, Skills, and Abilities

- Must possess knowledge and skills in preventative lifeguarding and pool safety procedures.
- Must demonstrate strong leadership, communication, and public relations skills.
- Must have the ability to provide effective supervision of the pool area and other recreational facilities.
- Ability to communicate clearly and concisely both orally and in writing.
- Must possess the ability to respond promptly and professionally in emergency situations.
- Must have a strong ability to relate to children and adults of all ages.

SPECIAL REQUIREMENTS

- Must be at least 18 years of age.
- Must be certified in Lifeguard Training, CPR, and First Aid.
- Water Safety Instructor (WSI) and Certified Pool Operator (CPO) certifications are recommended but not required.

TOOLS AND EQUIPMENT USED

- Computers, pool and video equipment, and other technology associated with the Recreation and Aquatic Center.
- Janitorial supplies and equipment.

PHYSICAL DEMANDS

The physical demands attached hereto must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- The employee must be able to lift or move up to 50 pounds.
- Specific vision abilities required include close, distant, color, peripheral vision, depth perception, and the ability to focus.

WORK ENVIRONMENT

- Lighting: natural or fluorescent.
- Space: open spaces or small spaces for repairs.
- Temperatures: moderate indoors, extreme hot or cold outdoors may be encountered.

- Flooring: concrete, wood, snow, ice, etc.
- Lifting: up to 25 pounds.

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

While performing the duties of this job, the employee is exposed to pool chemicals and cleaning supplies. The employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

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

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

FUNCTIONAL JOB DESCRIPTION

DATE: _____

Position: Life Guard 2

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: 11/07/2022**PHYSICAL DEMANDS**

Note: In terms of an eight hour workday.

| ACTIVITY | HOURS AT ONE TIME | TOTAL IN AN 8 HOUR DAY | COMMENTS |
|----------|-------------------|------------------------|----------|
| Sit | < 1 | 4 | |
| Stand | 1 | 1 | |
| Walk | < 1 | 3 | |

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

| ACTIVITY | NON E | OCCASION AL | FREQUENT LY | CONTINUOUS LY | COMMENTS |
|----------------------------|-------|-------------|-------------|---------------|-----------------------|
| Bend/Stoop | | X | | | Check pool chemicals. |
| Squat | | X | | | |
| Crawl | X | | | | |
| Climb | X | | | | |
| Reach | | X | | | |
| Reach above shoulder level | | X | | | |
| Crouch | | X | | | |
| Kneel | | X | | | |
| Balance | | X | | | |
| Push/Pull | | X | | | |

PHYSICAL DEMANDS

| ACTIVITY | MAXIMUM | FREQUENTLY | CONTINUOUSLY | COMMENTS |
|----------------|-----------|------------|--------------|----------|
| Carry (pounds) | 50 pounds | | | |
| Lift (pounds) | 50 pounds | | | |

| ACTIVITY | RIGHT | LEFT | COMMENTS |
|-----------------------|-------|------|----------|
| Use of foot controls. | | | |
| Simple hand grasping | X | X | |
| Firm hand grasping | X | X | |
| Fine manipulating | X | X | |

SENSORY PERCEPTIONS

| ITEM | YES | NO | COMMENTS |
|---|-----|----|-----------------|
| Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts. | X | | |
| Color Perception | X | | Check chemicals |
| Depth Perception | X | | |
| Less than arm's length work. | X | | |
| 70 ° field of vision. | X | | |
| Potential Safety hazard. | N/A | | |
| Requires protective clothing or personal protective devices. | X | | |
| Correctable vision to 20/40 Near/Far | X | | |

ESSENTIAL FUNCTIONS

| WORKING CONDITIONS | YES | NO | COMMENTS |
|---|------------|-----------|------------------------------------|
| Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes. | X | | Humidity from pool. |
| The worker is subject to outside environmental conditions; no effective protection from weather. | X | | Weather Related – Shoveling, |
| The worker is subject to both environmental conditions; activities occur inside and outside. | | X | |
| Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour. | | X | |
| Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour. | | X | |
| Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level. | X | | |
| Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body. | | X | |
| Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals. | X | | |
| Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation. | X | | Pool chemicals, cleaning supplies. |
| Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids. | | X | |
| Worker is subject to scheduled overtime. | X | | |
| Worker is subject to unscheduled overtime. | X | | |
| Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations. | X | | |

| | | |
|--|---|-------------------------------------|
| Worker is subject to night work hours. | X | Rarely, if called in for emergency. |
|--|---|-------------------------------------|

MENTAL DEMANDS

| MENTAL DEMANDS | YES | NO | INTENSITY/COMMENTS |
|---|-----|----|--------------------|
| Public Contact: | | | |
| Routine | X | | |
| Complaint | X | | |
| Emergency | X | | |
| Handling Conflict | X | | |
| Handling multiple priorities | X | | |
| Make decisions with limited information. | X | | |
| Make non-routine or unexpected judgments. | X | | |
| Operate in absence of clear expectations or procedures. | X | | |
| Operate under short time frames; deadlines | X | | |
| Serious consequences of error. | X | | |
| Use of tact and diplomacy. | X | | |
| Reasoning: | | | |
| Apply procedure | X | | |
| Develop new procedure | X | | |
| Information ordering: arrange things or actions in a certain order. | X | | |
| Visualization: imagining how something will work. | X | | |
| Comparison of letters, numbers, or patterns quickly and accurately. | X | | |
| Communication Skills: | | | |
| Develop written communications requiring grammar skills. | X | | |
| Interact with customers on an explanatory basis. | X | | |
| Interact with groups of people. | X | | |
| Math Skills: | | | |
| Basic skills of addition, subtraction, and multiplication. | X | | |
| Advanced math skills. | | X | |
| Reading Skills: | | | |
| Basic instructions material | X | | |
| Technical information | X | | |

Section 6 Item j.

Page 8 of 8

**JOB DESCRIPTION EMPLOYEE AGREEMENT
FOR LIFE GUARD 2**

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

Employee Signature

Date

Updated and approved by the City Commission on October 7th, 2024.

Lifeguard 2
Position Description

Adopted October 7th, 2024

43



TROLLEY DEPARTMENT ASSISTANT POSITION DESCRIPTION

GENERAL PURPOSE

Assists the Transportation Superintendent with the weekend operations of the City of Deadwood trolley system.

SUPERVISION RECEIVED

Works under the general supervision of the Transportation Superintendent and Parking and Transportation Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities include, but are not limited to:

Assists with scheduling daily and special routes during normal operations and special events.

Assists with scheduling drivers' shifts and drives fill-in on weekends.

Performs administrative duties that include keeping accurate records of operations, maintenance and advertising of trolley schedules.

Responsible for collection and reporting of trolley fares and deposit the same at City Hall.

Performs other duties as assigned.

On call during hours of weekend trolley operation.

Fuels the trolleys and assists with cleaning or moving trolleys for cleaning.

ADDITIONAL DUTIES

Duties as assigned

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- High School Diploma or GED equivalent.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of traffic laws and defensive driving.

Skill in operation of listed tools and equipment.

Ability to safely drive a trolley.

Ability to establish and maintain effective relationships with employees, supervisors, and the general public.

Ability to communicate effectively.

SPECIAL REQUIREMENTS

Valid South Dakota Commercial Driver's License (CDL) or ability to obtain one with passenger endorsement.

Skill in First Aid and CPR.

TOOLS AND EQUIPMENT USED

Personal computer, including Office Suite software; calculator; copy machine; phone; mobile or portable radio; automobile and trolley.

PHYSICAL DEMANDS

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

The employee must be able to sit for long durations. The employee must be able to lift or move. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: Open spaces or small spaces for installation, maintenance

Temperature: hot or cold temperatures may be encountered

Flooring: concrete, tile, carpet, dirt

Lifting: frequently over 25 pounds.

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

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, dust or certain airborne particles.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

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

Nomination by the employee's department head, supervisor, or City Commissioner.

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

Functional Job Description

DATE: _____

Position: _____ Trolley Department Assistant _____

Employee Name: _____

Physician Approval: _____

Date Developed: 05/15/2017 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour

| ACTIVITY | HOURS AT ONE TIME | TOTAL IN AN 4 - 5 HOUR DAY | COMMENTS |
|----------|-------------------|----------------------------|----------|
| Sit | 1 | 1 | |
| Stand | < 3 | <3 | |
| Walk | < 1 | <1 | |

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

| ACTIVITY | NON E | OCCASION AL | FREQUENT LY | CONTINUOUS LY | COMMENTS |
|----------------------------|-------|-------------|-------------|---------------|---|
| Bend/Stoop | | X | | | |
| Squat | | X | | | |
| Crawl | | X | | | Go Under Trolley |
| Climb | | X | | | |
| Reach | | | X | | May assist passengers on/off trolley. SERVICE WORK |
| Reach above shoulder level | | X | | | |
| Crouch | | X | | | |
| Kneel | | X | | | |
| Balance | | X | | | |

| | | | | | |
|-----------|--|--|---|--|--|
| Push/Pull | | | X | | Assist wheelchair patrons onto trolley |
|-----------|--|--|---|--|--|

Physical Demands

| ACTIVITY | MAXIMUM | FREQUENTLY | CONTINUOUSLY | COMMENTS |
|----------------|-----------|------------|--------------|-----------------------|
| Carry (pounds) | 25 pounds | | | Moving trolley vaults |
| Lift (pounds) | 25 pounds | | | |

| ACTIVITY | RIGHT | LEFT | COMMENTS |
|-----------------------|-------|------|-------------|
| Use of foot controls. | X | X | CDL License |
| Simple hand grasping | X | X | |
| Firm hand grasping | X | X | |
| Fine manipulating | X | X | |

SENSORY PERCEPTIONS

| ITEM | YES | NO | COMMENTS |
|---|-----|----|----------|
| Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts. | X | | |
| Color Perception | X | | |
| Depth Perception | X | | |
| Less than arm's length work. | X | | |
| 70 ° field of vision. | X | | |
| Potential Safety hazard. | N/A | | |
| Requires protective clothing or personal protective devices. | | X | |

| | | | |
|---|---|--|--|
| Correctable vision to 20/40 Near/Far | X | | |
|---|---|--|--|

ESSENTIAL FUNCTIONS

| WORKING CONDITIONS | YES | NO | COMMENTS |
|---|------------|-----------|---|
| Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes. | X | | |
| The worker is subject to outside environmental conditions; no effective protection from weather. | X | | |
| The worker is subject to both environmental conditions; activities occur inside and outside. | X | | |
| Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour. | | X | |
| Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour. | | X | |
| Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level. | X | | |
| Worker is subject to vibration, exposure to oscillating movements of the extremities or whole body | | X | |
| Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals. | | X | |
| Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation. | | X | Occasional dust if window is left down. |
| Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids. | | X | |
| Worker is subject to scheduled overtime. | | X | |
| Worker is subject to unscheduled overtime. | | X | |

| | | | |
|--|---|--|--|
| Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations. | X | | |
| Worker is subject to night work hours. | X | | |

MENTAL DEMANDS

| MENTAL DEMANDS | YES | NO | INTENSITY/COMMENTS |
|---|-----|----|--------------------|
| Public Contact: | | | |
| Routine | X | | |
| Complaint | X | | |
| Emergency | X | | |
| Handling Conflict | X | | |
| Handling multiple priorities | X | | |
| Make decisions with limited information. | X | | |
| Make non-routine or unexpected judgments. | X | | |
| Operate in absence of clear expectations or procedures. | X | | |
| Operate under short time frames; deadlines | X | | |
| Serious consequences of error. | X | | |
| Use of tact and diplomacy. | X | | |
| Reasoning: | | | |
| Apply procedure | X | | |
| Develop new procedure | X | | |
| Information ordering: arrange things or actions in a certain order. | X | | |
| Visualization: imagining how something will work. | X | | |
| Comparison of letters, numbers, or patterns quickly and accurately. | X | | |
| Communication Skills: | | | |
| Develop written communications requiring grammar skills. | X | | |
| Interact with customers on an explanatory basis. | X | | |
| Interact with groups of people. | X | | |
| Math Skills: | | | |
| Basic skills of addition, subtraction, and multiplication. | X | | |
| Advanced math skills. | | X | |
| Reading Skills: | | | |
| Basic instructions material | X | | |
| Technical information | X | | |

| | | | |
|--------|--|--|--|
| Other | | | |
| Other. | | | |

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for Trolley Department Assistant**

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

Employee Signature

Date

Ketel Thorstenson, LLP
P.O. Box 3140
Rapid City, SD 57709

This representation letter is provided in connection with your audit of the financial statements of the City of Deadwood (the City), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief as of the date of this letter, the following representations made to you during your audit.

Financial Statements - General

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated March 20, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with GAAP. In regard to such estimates, management represents:
 - The significant judgments made have considered all relevant information of which we are aware,
 - The process used to determine estimates is appropriate and consistent,
 - The assumptions appropriately reflect our intent and ability to carry out specific courses of action,
 - The disclosures, including those describing estimation uncertainty, are complete and appropriate,
 - When necessary, appropriate specialized skills or expertise have been applied,
 - No subsequent events have occurred that would require adjustment to the estimates or related financial statement disclosures, and
 - The decision to exclude any accounting estimates not recognized or disclosed in the financial statements was made after considering the appropriate recognition and disclosure criteria in GAAP.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

-
- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings.
 - We are responsible for adjusting the financial statements to correct material misstatements, and we affirm that the effects of the uncorrected misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.
 - We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
 - Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.
 - The financial statements include all fiduciary activities required by GASB Statement No. 84, as amended.
 - The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended.
 - All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

Financial Statements – Account Balances

- Deposits and investment securities are properly classified as to risk and are properly disclosed.
- The methods and significant assumptions used to determine fair values of financial instruments are quoted prices in active markets. They result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
- Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value by a properly identified and recorded provision for uncollectible receivables.
- Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated, or amortized.
- All commitments for the purchase of property, plant, and equipment have been disclosed. There are no significant idle or nonoperating fixed assets or assets held for resale.
- Capital assets, including intangible assets, have been evaluated for impairment as a result of significant and unexpected decline in service utility. Impairment loss and insurance recoveries have been properly recorded.
- We believe all material expenditures that have been deferred to future periods will be recoverable.
- Agreements to repurchase assets previously sold have been properly disclosed.

-
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral except as made known to you and disclosed in the financial statements. All material leases are properly recorded and disclosed in the financial statements.
 - Direct borrowings and direct placements of debt have been properly segregated from other debt; and unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant defaults or termination events with finance-related consequences, and significant subjective acceleration clauses have been properly disclosed.
 - We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASB Statement No. 91.
 - We are in compliance with all tax or debt limits, and any related debt covenants, and all such items have been properly disclosed.
 - Actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances. We have adequately considered the qualifications of specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
 - Deferred compensation agreements or pension plans are properly recorded and disclosed.
 - Tax abatement agreements have been properly disclosed in the financial statements, including the names of all governments involved, the gross amount and specific taxes abated, and additional commitments.
 - Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances, line-of-credit, or similar arrangements have been properly recorded and/or disclosed.
 - Net position components (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (non-spendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
 - We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
 - We are following our established accounting policy regarding which resources, (i.e. restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
 - Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
 - Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
 - Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
 - Special and extraordinary items are appropriately classified and reported, if applicable.

-
- Participation in a public entity risk pool has been properly reported and disclosed.
 - We have implemented GASB 87 *Leases* during the audit period. We have implemented the new accounting standard in accordance with the transition guidance prescribed in the GASB. We have sufficient and appropriate documentation supporting all estimates and judgements underlying the amounts recorded and disclosed in the financial statements.
 - Expenditures of federal awards were below the minimum threshold, and we were not required to have an audit in accordance with the Uniform Guidance.

Information Provided

- We have provided you with:
 - Access to all information of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
 - All audit or relevant monitoring reports, if any, received from funding sources.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - All minutes of meetings of the governing board and related committees and summaries of actions of recent meetings for which minutes have not yet been prepared.
 - All communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
 - Previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements. There were no significant accounting system or control breakdowns during the audit period, and no accounting data was lost.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements and communicated by employees, former employees, grantors, regulators, or others.
- We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws, regulations (including those pertaining to adopting, approving, and amending budgets), contracts or grant agreements, or waste or abuse, whose effects should be considered when preparing the financial statements or as a basis for recording a loss contingency, or for reporting on non-compliance.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources and fund balance or net position.

Ketel Thorstenson, LLP
Page Five

- We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions, including any side agreements, of which we are aware.
- We are responsible for compliance with laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds. There are no violations or possible violations (including budget ordinances and debt covenants) whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of identified and suspected fraud and noncompliance with provisions of laws and regulations, and contracts and grant agreements that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- We have a process to track the status of audit findings and recommendations, when applicable.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions for the report, if applicable.
- If applicable, we have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements, that you have reported to us.
- We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting the information in our general ledger into a working trial balance. We agree with the classifications of the trial balance that were utilized in the financial statement preparation (see attached).

In addition, you prepared the adjusting journal entries necessary to ensure the financial statements are not materially misstated, and we acknowledge that we have reviewed and approved those entries and accepted responsibility for them (see attached). We are in agreement with those adjustments, and they will be recorded in our records.

Also, as part of your audit, you assisted with the preparation of the financial statements and disclosures from the trial balance. You also performed the following non-audit services: GASB 34 government-wide adjustments, SDRS pension adjustments, and assistance with implementation of new accounting standards. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably in senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and ensure that the entity's data and records are complete and receive sufficient information to oversee the services.

We acknowledge that we have omitted the RSI, which includes management's discussion and analysis, budgetary comparison information, and pension schedules.

We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

Ketel Thorstenson, LLP
Page Six

Sincerely yours,

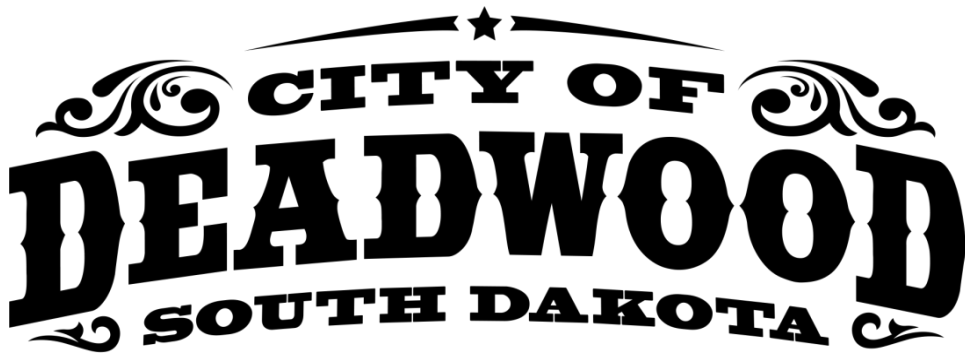
CITY OF DEADWOOD

Mayor

Finance Officer

Commission President

DATE: _____



Event Complex Rental and Use Agreement

Event: _____

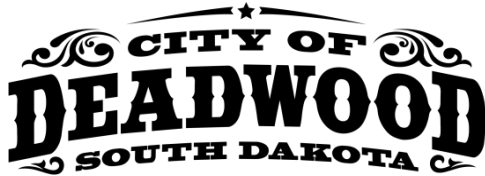
Date of Event: _____

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): _____ Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

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

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

| Office use Only |
|-----------------|
| Key # |
| Key # |
| Key # |
| Key # |

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: 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: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

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 Only | Baseball Fields Only |
|----------------------------|--------------------------|----------------------------|----------------------|
| Private | \$35 / Hr. | \$25 / Hr. | \$25 / Hr. |
| | \$300 / Day | \$200 / Day | \$100 / Day |
| Non-Profit | \$30 / Hr. | \$25 / Hr. | No charge |
| | \$250 / Day | \$150 / Day | No charge |
| For Profit | \$75 / Hr. | \$65 / Hr. | \$35 / Hr. |
| | \$500 / Day | \$400 500 / Day | \$300 / Day |
| Government Agencies | No charge | No charge | No charge |

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

Damage Deposit (Refundable): \$1250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **which includes a \$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.**

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:
 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

**Deposit must be received before application can be approved.
City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.**

| <u>Fees</u> | | <u>Request to Waive</u> | <u>Refundable Deposits</u> |
|--------------------------|-----------------|--------------------------|--------------------------------|
| Event Complex Facilities | \$ _____ | <input type="checkbox"/> | Key Deposit \$ _____ |
| Baseball Fields | \$ _____ | <input type="checkbox"/> | Damage Deposit \$ _____ |
| Parking Lots Only | \$ _____ | <input type="checkbox"/> | |
| Cleaning/Trash Removal | \$ _____ | | Total Deposits \$ _____ |
| Streaming | \$ _____ | | |
| Tent | \$ _____ | | |
| Total Fees | \$ _____ | | |

Organization: _____
Signature: _____ Date: _____

Office Use only:
Date Fees Paid: _____
Date Deposit Paid: _____
Fees Still Owed: _____
Notes:

Acknowledgement of Use Rules and Regulations

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

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

outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Sponsor – Release and Indemnification Agreement

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

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

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

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

Initials _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor’s Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian’s Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants

*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
 - The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
 - Keys for the facilities will not be issued until this information is received and confirmed.
 - The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
- NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____

Name: _____ Title: _____

Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

~~Liquor~~ Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

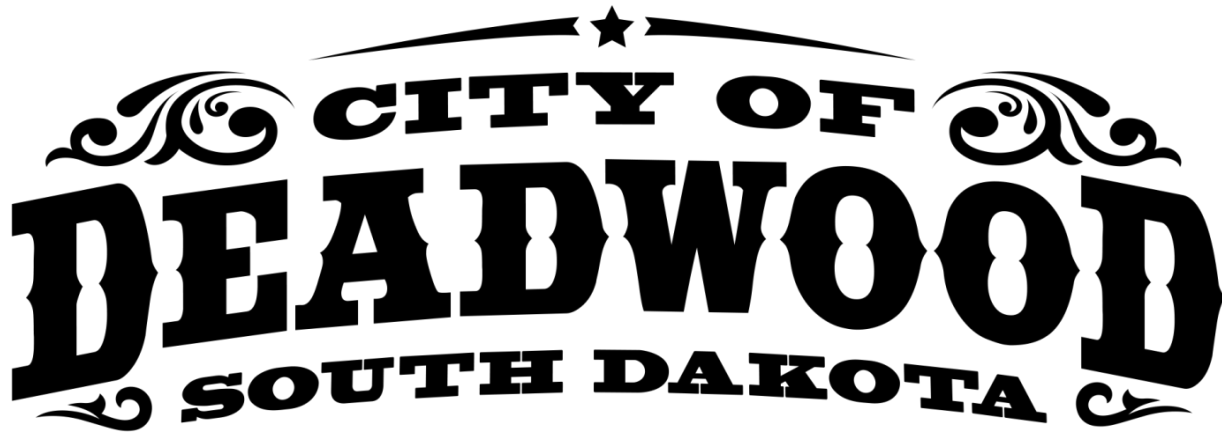
Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____



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

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: _____

Event Date(s): _____ Total Anticipated Attendance: _____
(month, day, year)

(# of **Participants** _____ # of **Spectators** _____)

Actual Event Hours: (from: _____ AM / PM (to): _____ AM / PM

Location / Staging Area: _____

Set up/assembly/construction _____ Start time: _____ AM / PM

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: _____

Chief Officer of Organization (NAME): _____

Applicant (NAME): _____ Business Phone: (_____) _____

Address: _____

(city) (state) (zip code)

Daytime phone: (_____) _____ Evening Phone: (_____) _____ Fax #: (_____) _____

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

Name: _____

Address: _____

(city) (state) (zip code)

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.

➤ **Canopies or Tent Locations.**

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

| | |
|---------------------------------------|----------|
| 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 |

- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: _____

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

Acknowledge acceptance with initial: _____

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

 Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: _____ PHONE: _____

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent’s Name: _____

Business Phone: (____) _____ Policy Number: _____ Policy Type: _____

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): _____ Title: _____

_____ Date: _____

(Signature of Applicant/Sponsoring Organization)

Wm. Schmidt

~~812 McClellan~~
~~Lead, SD 57754~~

Wm. Schmidt
 8082 Blucksberg Dr.
 Sturgis, SD 57785

| CUSTOMER'S ORDER NO. | | DEPARTMENT | | | DATE | |
|--|------------------------------|------------|--------|--------|------------|--------------------|
| | | | | | 9-25-24 | |
| NAME Deadwood City | | | | | | |
| ADDRESS 108 Sherman ST. | | | | | | |
| CITY, STATE, ZIP Deadwood S Dak 57732 | | | | | | |
| SOLD BY | | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE RETD PAID OUT |
| | | | | | | |
| QUANTITY | DESCRIPTION | | | PRICE | AMOUNT | |
| 1 | AT Tin Tizzie | | | | | |
| 2 | 531 lower Main ST. | | | | | |
| 3 | | | | | | |
| 4 | Pour & Finish Sidewalk | | | | | |
| 5 | & Curb & Gutter : | | | | | |
| 6 | Dowls 1/2" Rebar : 1/2" | | | | | |
| 7 | Rebar in Curb & Gutter : | | | | | |
| 8 | 1/2" Fiber Bar in Sidewalk : | | | | | |
| 9 | CONCRETE 4000 # | | | | | |
| 10 | | | | | \$ 3100 | |
| 11 | Thank you Excise Tax = | | | | 66 | |
| 12 | TOTAL DUES | | | | \$ 3166.00 | |
| 13 | | | | | | |
| 14 | Remit to : | | | | | |
| 15 | Wm. Schmidt | | | | | |
| 16 | 8082 Blucksberg Dr. | | | | | |
| 17 | Sturgis, SD 57785 | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| RECEIVED BY <i>Wm Schmidt</i> | | | | | | |

KEEP THIS SLIP FOR REFERENCE

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
HOSKINSON CONTRACTING, INC. RE: 48 & 52 TAYLOR AVENUE
RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and HOSKINSON CONTRACTING, INC., with its principal place of business located at 1012 Hwy 50, Gillette, WY 82718, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 48 & 52 Taylor Avenue, Deadwood, South Dakota, in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

WHEREAS, OWNER is the owner of the property on which the retaining wall is situated;

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the “ARCHITECT” for all references herein; and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Sixty-Seven Thousand Three Hundred Forty Six dollars and 40/100 Dollars (\$67,346.40), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 48 & 52 Taylor Avenue, Deadwood, South Dakota;

3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;

15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
16. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2024.

CONTRACTOR:

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



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

MEMORANDUM

Date: September 27, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to hire Contractors for Repairs at 669 Main Roof

The Tootsie sign was once located on the roof at 669 Main and was removed last fall. As per the easement agreement with the building owner the City is responsible for any repairs and damage to the existing roof caused by the placement of the Tootsie sign. The owner has requested the repairs be made to return the roof back to the original condition.

Repairing the roof will consist of demoing the electrical to include capping wires and then repairing the roof where the sign brackets were installed and any electrical penetrations occurred. Staff has received a quote from Legendary Electric in the amount of \$1,122.44 and Lowe Roofing Inc. in the amount of \$4,850.00. Staff is recommending hiring Legendary Electric and Lowe Roofing Inc. to make these repairs to be paid out of the Public Education line item.

Recommend Motion: Move to hire Legendary Electric in the amount of \$1,122.44 and Lowe Roofing Inc. in the amount of \$4,850.00 to repair the roof at 669 Main Street for the damage caused by the Tootsie sign placement for a total of \$5,972.44 to be paid out of the Public Education line item.



LOWE ROOFING INC.
SINGLE PLY & METAL ROOFING SYSTEMS

PO Box 432 (I-90 Exit 23) • Whitewood, South Dakota 57793
1-800-658-4543 • 605-269-2211 • 605-269-2212 fax

www.lowerroofinginc.com

Rapid City, SD 605-343-7840
Gillette, WY 307-687-0303

Section 6 Item q.

Proposal

9/18/2024

City of Deadwood
108 Sherman St
Deadwood, SD 57732

Gunslinger Saloon – Sign Removal
669 Main St, Deadwood, SD

Scope of Work¹ and 2:

1. Remove and properly dispose of the sign structure.
2. Tear out the runners and other sign structure attachment points.
3. Patch the PVC membrane roof system where the attachment points are removed.
4. Patch the PVC membrane roof system where the electrical penetrations are removed (by others).
5. Provide a Lowe Roofing, Inc. 2-year Workmanship Warranty.

Price \$4,850.00

Notes:

1. The City/owner warrants that structures on which LRI's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Commencement of roof installation indicates only that LRI has visually inspected the surface of the roof deck for visible defects. LRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design.
2. This proposal is based on LRI not coming into contact with asbestos-containing or toxic materials (ACM). LRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. LRI shall be compensated for additional expenses resulting from the presence of ACM. The City/owner agrees to indemnify LRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
3. If structural deficiencies are discovered the City/owner will be responsible for hiring the appropriate contractor to remedy these situations and having the work coordinated with LRI's construction schedule.
4. LRI disclaims all liability for all claims, disputes, rights, losses, damages, causes of action, or controversies ("Claims") pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. City/owner is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions.
5. LRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.
6. LRI shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. LRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. The City/owner shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by LRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
7. The City/owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by LRI. The City/owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. The City/owner shall hold LRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
8. LRI will take all due care during construction; however, this work will be disruptive to the tenants of the building. The City/owner acknowledges that this will include noise and could include dust/debris falling from the underside of the roof deck. The City/owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. LRI shall not be responsible for disturbance, damage, clean up or loss to interior property that the City/owner did not remove or protect prior to commencement of roofing operations or any other clean up required from the normal roofing process. All work will be performed during normal business hours.
9. LRI is not responsible for leakage through the existing roof or other portions of the building.



PO Box 432 (I-90 Exit 23) • Whitewood, South Dakota 57793
1-800-658-4543 • 605-269-2211 • 605-269-2212 fax

Rapid City, SD 605-343-7840
Gillette, WY 307-687-0303

www.lowerroofinginc.com

Proposal

LOWE ROOFING INC.
SINGLE PLY & METAL ROOFING SYSTEMS

City of Deadwood
108 Sherman St
Deadwood, SD 57732

Gunslinger Saloon – Sign Removal
669 Main St, Deadwood, SD

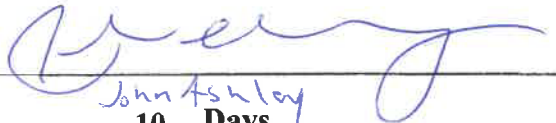
Notes (continued):

- 10. In the event any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond LRI's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, LRI shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by LRI under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the City/owner to LRI.
- 11. In the event of a significant price increase of material, equipment, or energy occurring during the performance of the contract through no fault of LRI, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents.
- 12. Staging and parking areas will need to be made available throughout this project. Our boom truck will need to be setup on Main Street in order to access this roof.
- 13. If a City of Deadwood building permit is required for this project LRI will apply and pay for this permit and add it's cost to the proposal price.
- 14. Price does not include snow removal; if inclement weather occurs the project may be delayed.
- 15. Sales Tax on material included. Contractor's Excise Tax not included.
- 16. Progress invoices due upon receipt.
- 17. This Agreement (which is based on standard AIA documents) records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. The City/owner acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral (from or by LRI or any Person acting on its behalf) other than those expressly set out in this Agreement (or other related documents referred to herein) and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.
- 18. Please sign and return if accepted.

2 of 2

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature _____


John Ashley
10 Days

Note: This proposal may be
withdrawn by us if not accepted within

ACCEPTANCE OF PROPOSAL —The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



Doc #: 2013-04091
Date: 08/08/2013 16:34:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$30.00

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

EASEMENT AGREEMENT

James Barber, owner of the building located at 669 Main Street, Deadwood, South Dakota, which is described as follows:

Lot Two (2) and Lot C, Block 18, Original Town, City of Deadwood, according to the P.L. Rogers map thereof

Subject to easements of record.

hereby grants and conveys to the City of Deadwood and Deadwood Historic Preservation Commission, whose address is 102 Sherman Street, Deadwood, South Dakota 57732, Grantees, and easement for the purpose of allowing Grantees to repair and re-install the historic Spot Liquor Store "Tootsie" neon lighted sign on the roof of the building or structure at the above-described location. In consideration for the grant of this easement, the Grantees agree to repair any damage to the existing roof caused by the current placement of the "Tootsie" sign.

Further, Grantees shall be responsible for and pay all costs incurred in connection with installing the sign and all utility and electricity payments incurred in connection with the sign. Grantees will also compensate Grantor for any damages to the roof caused by removal of the sign in the event the sign must be removed and repaired in the future.

The term of this easement shall be for a period of ten (10) years, with such time period to be renewed automatically for an additional one (1) year, unless either of the parties gives the other written notice of non-renewal at least sixty (60) days prior to the termination of the original term of this lease or any renewal of the same.

Grantees agree to hold James Barber harmless from any and all liability for personal injury or property damage to any person or property incurred as a result of Grantees' installation

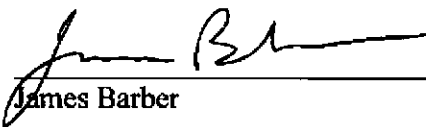
636270 / 07857.0003

Doc #: 2013-04091
Page 1 of 3

and maintenance of the sign on the roof of the above-described structure. Further, Grantees agree to indemnify James Barber for any sums of money which they may have to pay for any person by reason of such personal injury or property damage.

This easement shall be binding upon the transferees, heirs, personal representatives and assigns of James Barber. Grantees may not assign this easement or any rights or obligations that they have under this easement without the prior express written consent of James Barber.

Dated this 24 day of July, 2013.

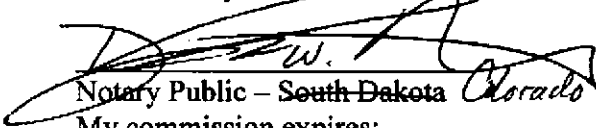

James Barber

STATE OF ~~SOUTH DAKOTA~~)
COLORADO)SS
COUNTY OF ~~LAWRENCE~~)
El Paso

On this 24 day of JULY, 2013, before me, the undersigned officer, personally appeared James Barber, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)
DARLENE W. HATCHER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/09/2015
Dated this ___ day of July, 2013.


Notary Public - ~~South Dakota~~ Colorado
My commission expires:

CITY OF DEADWOOD

By: 
Charles Turbiville
Its: Mayor

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this 6th day of August, 2013, before me, the undersigned officer, personally appeared Charles Turbiville, known to me or satisfactorily proven to be the Mayor of the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)



Del J. Stubb

Notary Public – South Dakota / Lawrence Co Treasurer
My commission expires:

**MY COMMISSION EXPIRES
JANUARY 1, 2017**

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: Willis A. Steinlicht
Willis A. Steinlicht
Its: Chairman

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this 8th day of August, 2013, before me, the undersigned officer, personally appeared Willis A. Steinlicht, known to me or satisfactorily proven to be the Chairman of Deadwood Historic Preservation Commission, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)



John M. Mau

Notary Public – South Dakota
My commission expires:

**My Commission Expires:
02/17/2017**













GRIMM'S PUMP AND INDUSTRIAL SUPPLY

1002 E. OMAHA ST
 PO BOX 3028
 RAPID CITY, SD 57709-3028
 605-343-3629

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 9/17/2024 | 59415 |

| |
|---|
| Bill To |
| CITY OF DEADWOOD 108 SHERMAN DEADWOOD, SD 57732 |

| |
|---|
| Ship To |
| CITY OF DEADWOOD 105 SHERMAN DEADWOOD, SD 57732 |

| | | | |
|-------------|-----------|-----|--------|
| P.O. Number | SO / WO # | Rep | Terms |
| RANDY | 90522 | DK | Net 30 |

| Description | Quantity | Price Each | Amount |
|---|----------|------------|-----------|
| EQUIPMENT - PENTAIR AP AURORA PUMP | 1 | 0.00 | 0.00T |
| M/N - A810-13800 | 1 | 0.00 | 0.00T |
| S/N - 341-FF | 1 | 0.00 | 0.00T |
| WORK REQUESTED - REPLACE SEAL KIT PER RANDY 578-2082 | 1 | 0.00 | 0.00T |
| AURORA SEAL KIT 0250 | 1 | 549.45 | 549.45T |
| SHIPPING & HANDLING | 1 | 16.82 | 16.82T |
| AURORA PUMP BRACKET | 1 | 745.50 | 745.50T |
| SHIPPING & HANDLING | 1 | 20.87 | 20.87T |
| SERVICE T | 1 | 59.62 | 59.62T |
| INDUSTRIAL LABOR | 16 | 100.00 | 1,600.00T |
| SHOP FEE | 1 | 15.50 | 15.50T |
| INDUSTRIAL MILEAGE | 232 | 3.75 | 870.00T |
| WORK PERFORMED: 9/5/24 PULLED PUMP APART, IMPELLOR AND INSIDE PUMP CASE ARE COATED WITH EPOXY. PULLED SEAL FROM PUMP CASE, IT IS BAD, NEW SEAL WON'T FIX, CUSTOMER WANTS A PRICE ON PARTS AND PRICE ON THE WHOLE PUMP. SAID THEY WOULD KEEP AN EYE ON THE WATER IN THE MOTOR PIT. 9/6/24 INSTALLED PLATE OVER PUMP VOLUTE IN CASE WATER DOESN'T TURN OFF ALL THE WAY. 9/13/24 REMOVED DATA TAG FROM OLD CASE AND INSTALLED NEW CASE, CLEANED UP PARTS. 9/16/24 INSTALLED PARTS ON MOTOR, CUSTOMER HAD REMOVED MOTOR, I PUT BACK. PUT NEW SEAL AND SLEEVE IN PUMP, PUT BACK TOGETHER. COULDN'T TEST, THEY HAD A PART FOR THE BASKET SCREEN THAT HADN'T BEEN ORDERED YET. THEY SAID THEY WILL RUN WHEN THEY GET THE PART. TOLD THEM TO MAKE SURE ROTATION IS CORRECT. | 1 | 0.00 | 0.00T |

| | |
|------------------------|------------|
| Subtotal | \$3,877.76 |
| EXCISE (2.041%) | \$79.15 |
| Total | \$3,956.91 |

*No returns or refunds on special orders.
 *No return after 30 days or without receipt.
 *NET 30 invoices, if paying by credit card will incur a 3% fee if paid more than 10 day after invoice date.
 *Service charge of 2% per month 24% ann will be charged on past due.

NORTHWEST PIPE FITTINGS, INC.P.O. BOX 920 • 2309 W. OMAHA • PHONE 605-342-5587 • FAX # 605-342-0673
RAPID CITY, SOUTH DAKOTA 57709NOT FOR SHIPPING
MATERIAL MAY NOT BE SHIPPED
FROM THIS DOCUMENT**QUOTATION FORM**TO: CITY OF DEADWOOD
67 DUNLAP AVE
DEADWOOD, SD 57732DATE: 09/23/24 NO. 118810
TO DATE: 09/23/24
JOB: REPAIR PARTS
TERMS: 2% 10TH PROX NET 30
FOB:
PREP. BY DEAN DUNCAN

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Page 1 of 1

| Qty | Part Number | Description | Price . . . | Extended |
|-----|-------------|---|-------------|----------------|
| 1 | | ====> 12" | | |
| 2 | 1772522 | 031840 12X12 SLD MJ SLEEVE LESS ACC DI EPOXY | 479.12 | 958.24 |
| 20 | 1980308 | 12 X 20 235PSI DR18 C900 BLUE BRUTE PIPE | 63.10 | 1262.00 |
| 4 | 0291398 | 2112 12 FLANGING SYSTEM F/PVC C900 | 591.40 | 2365.60 |
| | | ====> Segment Total | | 4585.84 |
| | | Quotation Total | | 4585.84 |

ALL QUANTITIES SUBJECT TO VERIFICATION BY BIDDING CONTRACTOR.
APPROVED SHOP DRAWINGS REQUIRED BEFORE ORDERING SPECIFIED ITMES.
TOTALS OF QUOTATION DO NOT REFLECT SALES TAX!!

Wm. Schmidt

812 McGuffin

Lead, SD 57754

Wm. Schmidt

8082 Blucksberg Dr.

Sturgis, SD 57785

| CUSTOMER'S ORDER NO. | | DEPARTMENT | | DATE 10-8-2021 | | |
|---|--------------------------|------------|--------|-------------------|----------|--------------------|
| NAME Deadwood City | | | | | | |
| ADDRESS 108 Sherman ST. | | | | | | |
| CITY, STATE, ZIP Deadwood S. Dak 57732 | | | | | | |
| SOLD BY | | CASH | G.O.D. | CHARGE | ON ACCT. | MDSE RETD PAID OUT |
| QUANTITY | DESCRIPTION | | | PRICE | AMOUNT | |
| 1 | AT DANVER ST. PUMP HOUSE | | | | | |
| 2 | Pour & Finish CONCRETE | | | | | |
| 3 | AT BOTH ENDS & FRONT | | | | | |
| 4 | OF BUILDING WITH | | | | | |
| 5 | #4 Rebar Dowling #4 | | | | | |
| 6 | Rebar 24" O.C. | | | | | |
| 7 | All CONCRETE 2/000 # | | | | | |
| 8 | | | | | | |
| 9 | | | | | | \$ 1950 |
| 10 | Thank you Excise Tax ~ | | | | | \$ 220 |
| 11 | TOTAL ONE | | | | | 10,720.00 |
| 12 | | | | | | |
| 13 | REMIT TO : | | | | | |
| 14 | Wm. Schmidt | | | | | |
| 15 | 8082 Blucksberg Dr. | | | | | |
| 16 | Sturgis, SD 57785 | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| RECEIVED BY <i>Wm Schmidt</i> | | | | | | |

KEEP THIS SLIP FOR REFERENCE

FB
402

SUMMIT FIRE PROTECTION
PO BOX 851675
MINNEAPOLIS, MN 55485-1675



RAPID CITY, SD
(605) 341-3473

INVOICE

Bill to: City Of Deadwood
102 SHERMAN ST
DEADWOOD, SD 57732-1309

Invoice No: 115017509
Invoice Date: 9/11/2024
Work Order: 115021047
Complete Date: 9/6/2024
PO Number:
Alt WO Number:
Customer ID: 590913

Terms: Net 30

Service at: CITY OF DEADWOOD - PUBLIC BLDG
PUBLIC BLDGS
DEADWOOD, SD 57732

| Description | Quantity | Rate | Amount |
|---|----------|----------|----------|
| 2.5 LB Dry Chemical Extinguisher 6-Yr Maintenance | 6.00 | 18.00 | 108.00 |
| 5 LB Dry Chemical Extinguisher 6-Yr Maintenance | 16.00 | 28.00 | 448.00 |
| 5 LB Dry Chemical Ext. Low Pressure Hydro Test | 11.00 | 53.00 | 583.00 |
| 10 LB Dry Chemical Extinguisher 6-Yr Maintenance | 2.00 | 42.00 | 84.00 |
| 10 LB Dry Chemical Ext. Low Pressure Hydro Test | 8.00 | 67.00 | 536.00 |
| 20 LB Dry Chemical Extinguisher Recharge | 1.00 | 52.00 | 52.00 |
| K-Class Extinguisher 5-Yr Service | 2.00 | 25.00 | 50.00 |
| 4.5 - 6 LB Clean Agent Extinguisher Hydro Maint. | 1.00 | 36.00 | 36.00 |
| Fire Extinguisher Annual Inspection | 253.00 | 0.00 | 0.00 |
| Truck Charge | 1.00 | 68.00 | 68.00 |
| PTS VLV STEM ASSY DRYCHE KIDDE PRO-LINE | 7.00 | 21.00 | 147.00 |
| PTS GASKET RING DRYCHE KIDDE SM | 7.00 | 6.10 | 42.70 |
| PTS VLV STEM ASSY DRYCHE BUCKEYE | 2.00 | 21.00 | 42.00 |
| OR37 O RING | 2.00 | 6.10 | 12.20 |
| PTS VLV STEM ASSY DRYCHE AX | 14.00 | 21.00 | 294.00 |
| PTS O-RING OR27 | 14.00 | 6.10 | 85.40 |
| 24489 VLV STEM ASSY METAL ANS | 6.00 | 21.00 | 126.00 |
| OR29 O RING | 8.00 | 6.10 | 48.80 |
| 429099 VLV STEM ASSY DRY CHEM ANS SENTRY | 18.00 | 21.00 | 378.00 |
| PTS O-RING DRYCHE ANS SENTRY | 16.00 | 6.10 | 97.60 |
| ANSULEX LOW PH 1.6 GAL RECHARGE CONTAINE | 2.00 | 235.00 | 470.00 |
| RECHG CLEANGUARD AGENT | 1.00 | 242.00 | 242.00 |
| PTS VERF COLLAR | 47.00 | 2.00 | 94.00 |
| Fire Extinguisher Inspection | 1.00 | 1,012.00 | 1,012.00 |

Work Description: Fire Extinguisher - Annual Inspection



SERVICE REPORT

WORK ORDER:
115021047

DATE: 09/06/2024

CUSTOMER: CITY OF DEADWOOD - PUBLIC BLDG (AR#:590913)
 STREET: PUBLIC BLDGS
 CITY: DEADWOOD, SD 57732
 CONTACT: LORNIE

CALL TYPE: Inspection - Fire Extinguisher
 TROUBLE REPORTED: ALL
 WORK PERFORMED: Fire Extinguisher - Annual Inspection Lanphear; Anthony D on Sep 6, 2024

| PARTS | |
|----------|---|
| QUANTITY | DESCRIPTION |
| 1 | T IA ^ Fire Extinguisher |
| 7 | PTS VLV STEM ASSY DRYCHE KIDDE PRO-LINE |
| 7 | PTS GASKET RING DRYCHE KIDDE SM |
| 2 | PTS VLV STEM ASSY DRYCHE BUCKEYE |
| 2 | OR37 O RING |
| 14 | PTS VLV STEM ASSY DRYCHE AX |
| 14 | PTS O-RING OR27 |
| 6 | 24489 VLV STEM ASSY METAL ANS |
| 8 | OR29 O RING |
| 18 | 429099 VLV STEM ASSY DRY CHEM ANS SENTRY |
| 16 | PTS O-RING DRYCHE ANS SENTRY |
| 2 | ANSULEX LOW PH 1.6 GAL RECHARGE CONTAINE |
| 1 | RECHG CLEANGUARD AGENT |
| 47 | PTS VERF COLLAR |
| 6 | 2.5 LB Dry Chemical Extinguisher 6-Yr Maintenance |
| 16 | 5 LB Dry Chemical Extinguisher 6-Yr Maintenance |
| 11 | 5 LB Dry Chemical Ext. Low Pressure Hydro Test |
| 2 | 10 LB Dry Chemical Extinguisher 6-Yr Maintenance |
| 8 | 10 LB Dry Chemical Ext. Low Pressure Hydro Test |
| 1 | 20 LB Dry Chemical Extinguisher Recharge |
| 2 | K-Class Extinguisher 5-Yr Service |
| 1 | 4.5 - 6 LB Clean Agent Extinguisher Hydro Maint. |
| 253 | Fire Extinguisher Annual Inspection |
| 1 | Truck Charge^(Inspection-FE) Non-Agreement |
| | |
| | |
| | |

| LABOR | | |
|-------|-------|-----------------|
| DATE | LABOR | TECHNICIAN/DESC |
| | | |

IS JOB COMPLETE? **Yes**

Customer

Name: Iornie

Date: 09/06/2024 02:24 PM

Comments:

Email

RMCGRATH@CITYOFDEADWOOD.COM,

Employee

Name: Anthony Lanphear

Date: 09/06/2024 02:24 PM

Comments:

*Prepared by and after
Recording return to:*

SDN Communications
2900 West 10th Street
Sioux Falls, South Dakota 57104

PERMANENT UTILITY EASEMENT

This Permanent Utility Easement (“Easement”) is granted to Northern Hills Transport, LLC, a South Dakota limited liability company, (“NHT”) by the City of Deadwood, a municipal corporation of the State of South Dakota (“City”).

WHEREAS, the City is fee owner of the following legally described real property (“Property”) located in Deadwood, South Dakota, to wit:

**Railroad right of way in Book 79 Page 165 according to P.L. Rogers Map
of the City of Deadwood, Lawrence County, South Dakota.**

WHEREAS, the City has agreed to grant a permanent utility easement to NHT on the Property, as shown in the attached Exhibit A (“Easement Area”), into which NHT may locate its facilities;

WHEREAS, NHT desires to accept the City’s grant of a permanent utility easement, as provided herein;

NOW THEREFORE, in consideration of the recitals listed above and the conditions listed below, the City hereby grants to NHT a permanent utility easement to construct, install, modify, add to, maintain, repair, replace, and remove such telecommunications facilities, electrical facilities, and other appurtenant equipment (“Facilities”) from time to time, as NHT may require upon, over, under, along, within, and across the Easement Area.

This grant of a permanent utility easement is subject to the following terms, provisions, and conditions:

1. The City reserves the use and enjoyment of the Easement Area subject only to the right of NHT to use the same for the purposes herein expressed, provided; however, the City shall not use the Easement Area in any way in which such use shall interfere with or damage NHT’s Facilities.
2. The City further conveys to NHT the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, modification, installation, reinforcement, repair, and removal over and across the Property with the right to clear and keep cleared all trees and other obstructions as may be necessary for NHT’s use and enjoyment of the Easement Area.
3. NHT shall indemnify the City for all damages caused to the Property as a result of NHT’s negligent exercise of the rights and privileges herein granted. NHT shall have no responsibility for environmental contamination, which is either pre-existing or not caused by NHT.

- 4. The City covenants that it is the fee simple owner of the Easement Area or has an interest in the Easement Area. The City will warrant and defend title to the Easement Area against all claims.
- 5. The City covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect NHT’s use and enjoyment of the Easement Area.
- 6. The terms, provisions, and conditions of this Easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the City and NHT and their respective successors, assigns, transferees, heirs, and personal representatives.
- 7. The validity, performance, and enforcement of this Easement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the Parties in connection with this Easement shall lie exclusively with the state and federal courts located in South Dakota.
- 8. Should any section or provision of this Easement be declared by the courts to be invalid, the same will not affect the validity of the Easement as a whole or any part thereof, other than the part declared to be invalid.
- 9. This Easement contains the entire understanding of the City and NHT of the rights, terms, provisions, and conditions related to the grant of this Easement. No statement, promises or inducements made by the City or NHT, or agent of either, that are not contained in this Easement shall be valid or binding. This Easement may not be enlarged, modified or altered except in writing signed by the City and NHT.

IN WITNESS WHEREOF, this Permanent Utility Easement has been executed by the Parties as of the latter day and year written below.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr

Attest:
By: _____
Jessica McKown, Finance Officer

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

On this ____ day of October 2024, before me, the undersigned officer, personally appeared David R. Ruth, Jr., who acknowledged himself to be the Mayor of the City of Deadwood, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

NORTHERN HILLS TRANSPORT, LLC

By: _____
Ryan Punt

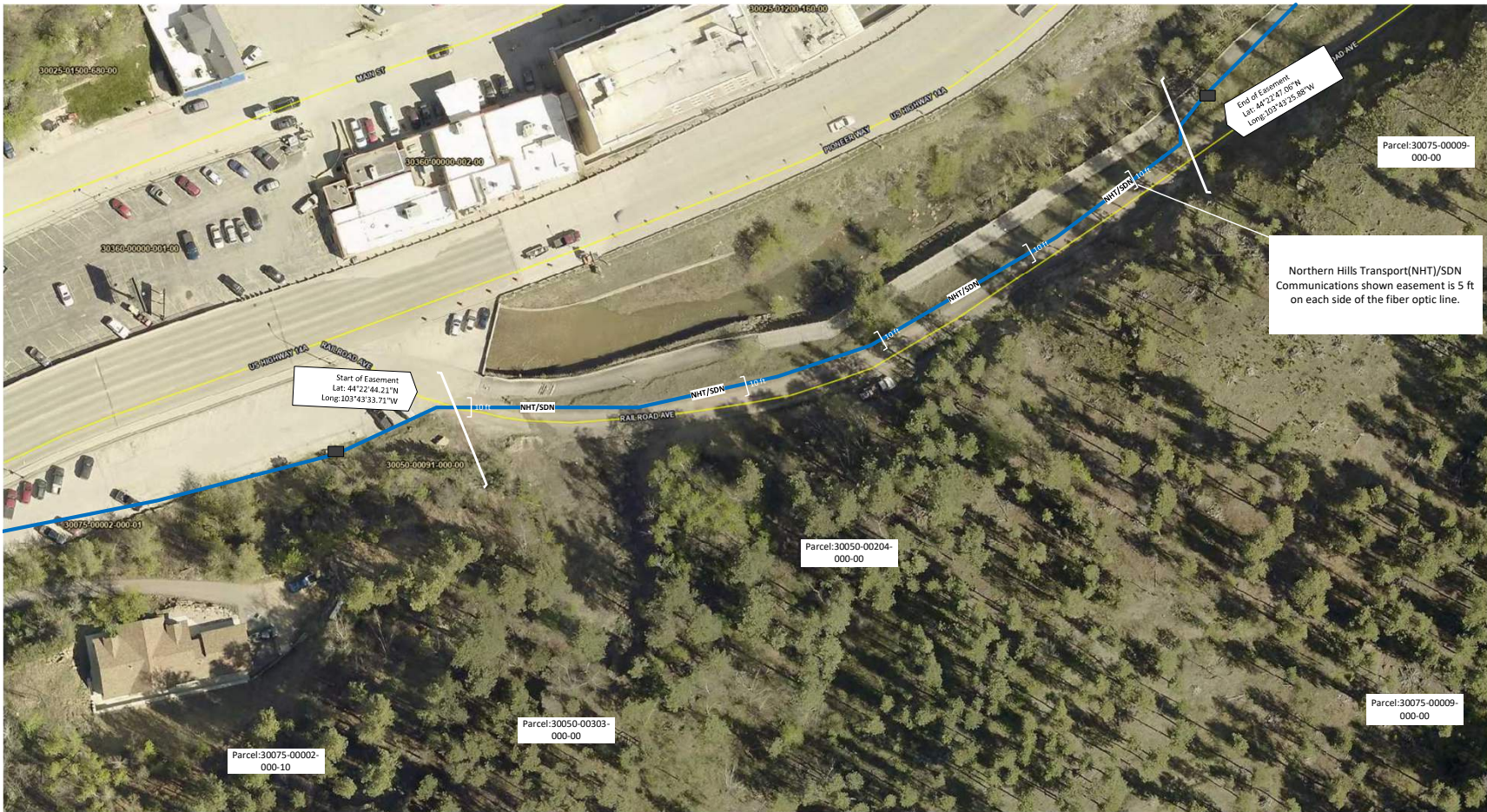
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF MINNEHAHA)

On this ____ day of October 2024, before me, the undersigned officer, personally appeared Ryan Punt who acknowledged himself to be the Member Manager of Northern Hills Transport, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Exhibit A



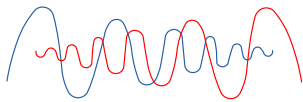
Northern Hills Transport(NHT)/SDN Communications shown easement is 5 ft on each side of the fiber optic line.

Start of Easement
Lat: 44°22'44.21"N
Long: 103°43'33.71"W

End of Easement
Lat: 44°22'47.00"N
Long: 103°43'32.88"W

LEGEND

- SDN-Fiber Line Directional Bore
- Existing SDN Fiber Line
- Property Line
- Main Roads
- Existing Gas
- Existing Water
- Existing Storm
- Existing Sanitary
- Existing Electric
- Center Line Road
- Existing (Hand-Hole)
- New Hand-Hole
- Found Property Pin/Corner



SDN COMMUNICATIONS
the business simplification experts

*Prepared by and after
Recording return to:*

SDN Communications
2900 West 10th Street
Sioux Falls, South Dakota 57104

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In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

NORTHERN HILLS TRANSPORT, LLC

By: _____
Ryan Punt

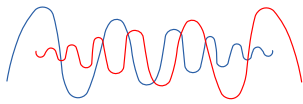
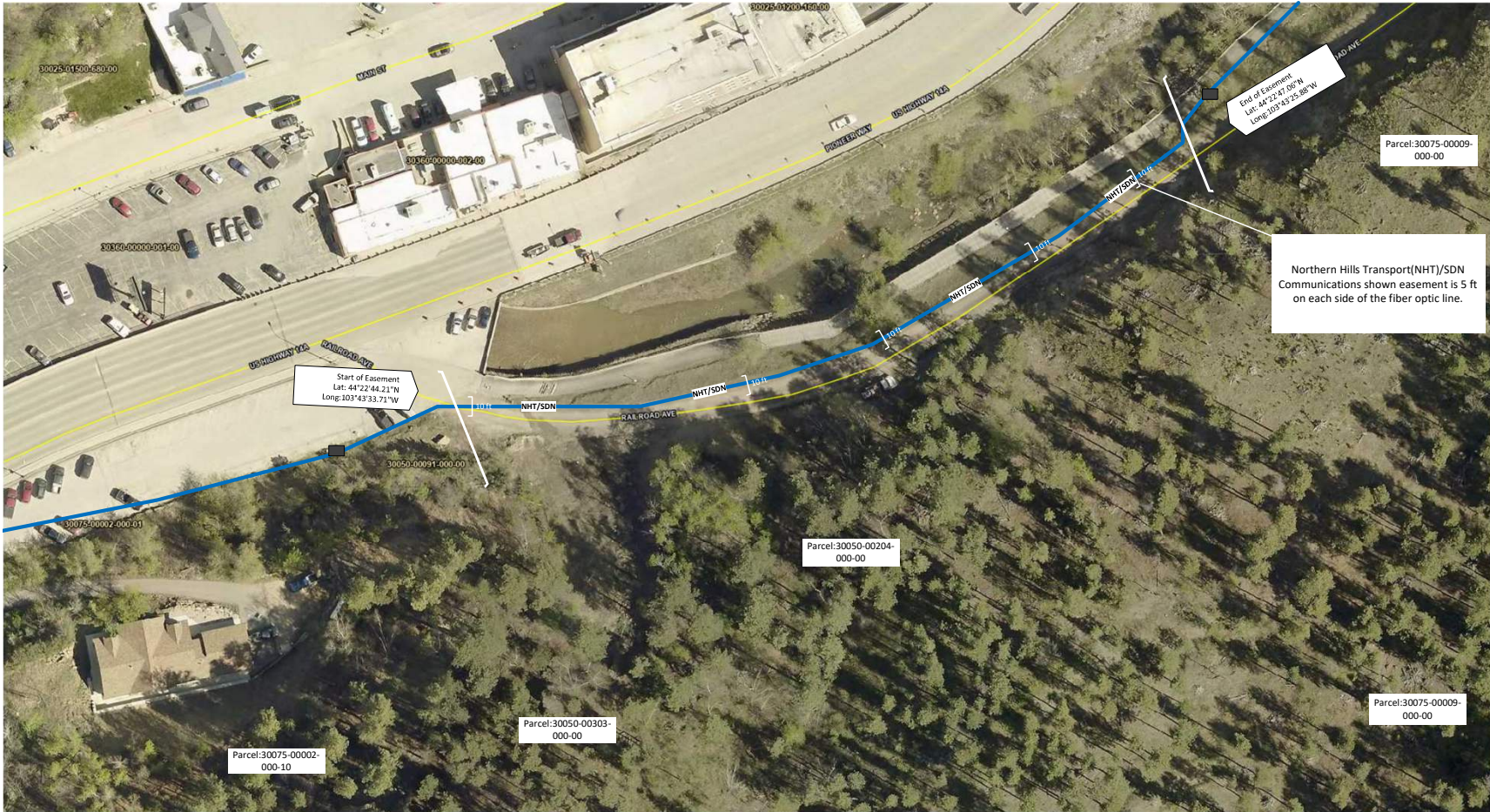
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF MINNEHAHA)

On this ____ day of October 2024, before me, the undersigned officer, personally appeared Ryan Punt who acknowledged himself to be the Member Manager of Northern Hills Transport, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Exhibit A



SDN COMMUNICATIONS
the business simplification experts

LEGEND

- SDN-Fiber Line Directional Bore
- Existing SDN Fiber Line
- Property Line
- Main Roads
- Existing Gas
- Existing Water
- Existing Storm
- Existing Sanitary
- Existing Electric
- Center Line Road
- Existing (Hand-Hole)
- New Hand-Hole
- Found Property Pin/Corner

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on November 12, 2024, **to repair the retaining wall and stairs at the following location: 34 and 35 Jackson Street** for the City of Deadwood. Bids will be publicly opened and read on November 12, 2024 at 2:00 p.m. with results presented on November 18, 2024 at the City Commission meeting at City Hall, 102 Sherman, Deadwood, SD. A pre-bid meeting will be held October 30, 2024, 2:00 p.m. at 34 Jackson, Deadwood, SD.

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

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

Bids will be sealed and marked **Retaining Wall Project – 34/35 Jackson Street**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 7th day of October, 2024

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: October 17, 2024 and October 24, 2024

For any notice that is published twice:

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

REQUEST FOR BIDS TO LEASE MT. MORIAH FACILITY

The City of Deadwood is seeking a concessionaire to operate the visitors center at Mount Moriah Historic Cemetery. The City operates an informational building containing historic artifacts from the history of Deadwood. A portion of this building is available for a concessionaire to offer books, postcards, t-shirts, pop and water as a service to the visitors to the cemetery.

There are presently no restrictions on what the successful proposal may offer for sale. However, in reverence for those who have been laid to rest in the Mount Moriah Historic Cemetery, the City Commission reserves the right to restrict the offering of inappropriate materials. Inappropriate material consists of those that are vulgar or deemed by the viewing public to be in poor taste. Due to the fact the visitors' center contains historic artifacts from the history of Deadwood; the building will need to be open and staffed at all times when the cemetery is open for visitation.

The concessionaire will be responsible for security, insurance, utilities, and any repairs that were predicated by their use of the facility during the operational season. The facility will not be utilized during the off season as storage or for any other purpose unless approved by the City Commission. Any modifications to the facility must be approved by the Public Works Director prior to initiation.

The City would request the bid should be in a sealed envelope marked "BID TO LEASE MT. MORIAH FACILITY" and received no later than 2:00 p.m. on December 10, 2024, with results presented on December 16, 2024 at the City Commission meeting at 102 Sherman Street, Deadwood, SD. The successful bidder must provide proof of insurance per city requirements. The facility is available from January 1, 2025 through December 31, 2029; to be operated from May 1 through September 30 of each year. The lease will be presented to the concessionaire who demonstrates that they are responsible and provides the greatest economic benefit to the City. The template of the Lease Agreement is on file at the Finance Office for bidders' review prior to bidding. The City retains the right to reject any and all bids.

For more information or to submit a bid provide the appropriate information to:

City of Deadwood
 Attn: Randy Adler – Parks, Recreation & Events Director
 102 Sherman Street
 Deadwood, SD 57732

Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: October 17 and October 31, 2024

For any notice that is published twice:

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

**CITY OF DEADWOOD
ORDINANCE 1406**

NOW THEREFORE, be it ordained by the City Commission of the City of Deadwood, in the State of South Dakota, as follows:

SECTION 1: AMENDMENT “CHAPTER 12.08 SIDEWALK CONSTRUCTION” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

CHAPTER 12.08 SIDEWALK CONSTRUCTION AND REPAIR

SECTION 2: AMENDMENT “12.08.010 Supervision Of Sidewalk Construction” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.010 Supervision Of Sidewalk Construction and repair

The building and construction or repair of all sidewalks upon or along any street shall be under the ~~direct~~ supervision of the ~~building inspector~~, Public Works Director and the Planning and Zoning Administrator ~~who shall see that said sidewalk conforms to the specifications referred to in this chapter.~~

(Prior code § 27-300)

SECTION 3: AMENDMENT “12.08.020 Specifications” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.020 Specifications

The construction of all sidewalks, whether by direct contract with the ~~e~~ City or by contract with the abutting property owners, shall be strictly in accordance with the standard specifications for ~~sidewalks~~ public works construction adopted by ordinance 15.24.010 ~~the commission and on file in the office of the building inspector~~. The ~~building inspector~~ City of Deadwood has full power to condemn work and materials not in accordance with the

requirements of such specifications.

(Prior code § 27-301)

SECTION 4: AMENDMENT “12.08.030 Permit Required” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.030 ~~Permit Required~~ Constructing Sidewalks

Before any sidewalk is constructed upon or along any street by any contractor or person for the owners of abutting property, the contractor or person must first secure a permit ~~therefor~~ from the ~~b Building-inspector Official~~. ~~The construction of all sidewalks shall be according to grades and lines furnished by the building inspector.~~

(Prior code § 27-302)

SECTION 5: AMENDMENT “12.08.040 Repair Of Sidewalks” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.040 Repair Of Sidewalks

The ~~building-inspector~~ City of Deadwood has full power to condemn existing sidewalks which need repairs and to serve the abutting owner of the property written notice requiring such repairs to be made ~~within three days or such longer time as the building inspector in his or her discretion shall specify in the notice~~ in a specified timeframe.

(Prior code § 27-303)

SECTION 6: AMENDMENT “12.08.060 Concrete Sidewalks Required” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.060 Concrete Sidewalks Required

Sidewalks shall be constructed of concrete; ~~however, all streets in Deadwood with historically~~

~~contained sidewalks shall continue to have wooden sidewalks, properly maintained.~~
 Exceptions to this requirement will be allowed on a use-on-review basis.

(Ord. 1010 § 1 (part), 2003; amended during 2004 codification; prior code § 27-305)

SECTION 7: AMENDMENT “12.08.080 Municipal Construction Or Repair On Failure By Adjoining Owner” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.080 Municipal Construction Or Repair On Failure By Adjoining Owner

If such sidewalk is not constructed, reconstructed or repaired in the manner and within the time specified pursuant to the notice required in Section 12.08.070 of this chapter, the ~~e~~ City by resolution ~~may cause the same to be done by day labor or by job. If the amount of the contract is less than five hundred dollars (\$500.00), it shall not be necessary to advertise for bids~~ shall cause such sidewalks to be constructed, reconstructed, or repaired.

(Ord. 1063 (part), 2006)

SECTION 8: AMENDMENT “12.08.050 Special Assessments” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.050 Special Assessments

Upon failure of the property owner to make repairs as required in Section 12.08.040, the ~~e~~ City ~~e~~ Commissioners shall cause the repairs to be made in accordance with SDCL 9-46.

(Prior code § 27-304)

SECTION 9: AMENDMENT “12.08.070 Notice To Adjoining Property Owners To Construct Or Repair Sidewalk” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.070 Notice To Adjoining Property Owners To Construct Or Repair Sidewalk

Whenever the ~~e~~ City shall deem it necessary to construct, rebuild, or repair any sidewalk, it shall notify all owners of lots adjoining such sidewalk to construct, rebuild or repair the same at their own expense. Such notice shall be in writing and either be served personally by certified mail return receipt requested on such owner of record or by publication once each week for two consecutive weeks in the legal newspaper. The notice shall set forth the character of the work and the time within which it is to be completed. Such notice may be general as to the owners but must be specific as to the description of such lots.

(Ord. 1063 (part), 2006)

SECTION 10: AMENDMENT “12.08.090 Inspection” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.090 Inspection

It shall be a policy of the ~~e~~ City of Deadwood that the ~~building inspector or his or her designee~~ City shall canvas the city ~~no later than June 30th of~~ each year to determine whether or not any sidewalks or driveway sidewalks are in a hazardous or unsafe condition. If the ~~building inspector or his or her designee~~ City determines that a sidewalk or driveway sidewalk is in a hazardous or unsafe condition, ~~the building inspector~~ City shall send notice to the owner of record pursuant to Section 12.08.070 of this chapter of an unsafe or hazardous condition and the need for ~~immediate~~ repair or reconstruction of any sidewalk or driveway sidewalk.

Notwithstanding any other time frame provided herein, any time a sidewalk’s condition is noted by the ~~building inspector or his or her designee~~ City as presenting a safety hazard to pedestrians, the ~~e~~ City shall notify the property owner by any means necessary that repairs are required and follow-up to ensure the repairs are completed.

(Ord. 1063 (part), 2006)

SECTION 11: AMENDMENT “12.08.100 Costs” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

12.08.100 Costs

Costs of constructing, reconstructing and/or repair of sidewalks shall be pursuant to SDCL 9-46-~~5 through 9-46-9~~ and acts amendatory thereto.

(Ord. 1063 (part), 2006)

SECTION 12: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from October 30, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**ORDINANCE NUMBER 1407
SUPPLEMENTAL BUDGET APPROPRIATION #5 FOR 2024**

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

FUND 0101 GENERAL FUND

Public Buildings Repairs (Vehicle) \$ 6,273.45

Source of Revenue: Insurance Proceeds

Finance Professional Services \$90,000.00

Source of Revenue: Unexpended Cash from Previous Budgets

Police Equipment (2 vehicles) \$ 9,000.00

Budget Reallocation From: Public Buildings Equipment

FUND 0215 HISTORIC PRESERVATION FUND

HP Capital Assets – Adams House \$393,748.00

Source of Revenue: 2019 Insurance Proceeds and Cash Reseves

FUND 0610 PARKING AND TRANSPORTATION FUND

Trolley Capital (Heater System) \$ 9,500.00

Budget Reallocation From: P & T Repairs

Grants to Other Entities \$4,800.00

Source of Budget: Parking Donations

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: October 7, 2024
Second Reading: October 21, 2024
Published: October 24, 2024
Adopted: October 24, 2024

**RESOLUTION NO. 2024-23
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

2013 Dodge Ram 1500 Pickup – VIN#1C6RR7KP6DS592294

2011 Chevy Tahoe – VIN#1GNSK2E06BR268211

Dated this 7th day of October, 2024.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

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



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

BOARD OF ADJUSTMENT MEETING
STAFF REPORT
October 7, 2024

APPLICANT: City of Deadwood

PURPOSE: Establishing New Property Lines

GENERAL LOCATION: Tract 1A of Miller Street Subdivision

LEGAL DESCRIPTION: Plat of Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

ZONE: PU Public Use

STAFF FINDINGS:

Surrounding Zoning:

North: Commercial
South: Commercial
East: Public Use
West: Commercial

Surrounding Land Uses:

Commercial Structure
Commercial Structure
Parking Lot
Commercial Structure

SUMMARY OF REQUEST

The purpose of this plat is to divide lots and establish new property lines. This plat describes a small area located behind the Landmark building and along Miller Street. While once containing infrastructure, the lot is no longer in use by the City of Deadwood.

FACTUAL INFORMATION

1. The property is currently zoned PU – Public Use.
2. Lot is comprised of 46.12 square feet \pm .
3. The subject property is located within a Public Use Zoning designation.
4. The property is located within the 500-year floodplain.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of commercial and public uses along Miller Street.

STAFF DISCUSSION

The subject property is owned by the City of Deadwood. In the past, the property had infrastructure on it, however, currently, the parcel is not being utilized.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval by Board of Adjustment
(Approved by the Planning and Zoning Commission on September 18, 2024)

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



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

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: City of Deadwood

Address: 108 Sherman Street Deadwood SD 57732
Street City State Zip

Phone Number: 605.578.2082 Email Address: kevin@cityofdeadwood.com

Property Address: _____

Property Owner: City of Deadwood

Property Owner Phone Number: 605.578.2082

Full Legal Description of Property: Plat of Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW 1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, SD

Purpose of this Plat: Re-establishing property lines

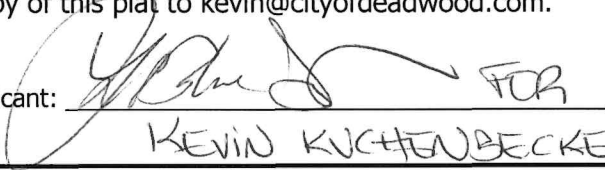
Summary of this Plat: New property lines will allow city to facilitate the declaration of surplus property for this parcel.

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - Land is identified with a new legal description for the transfer of the land.
 - Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
 - A date is shown on the plat and serves to "fix in time" the data represented on the plat.
 - The street bounding the lot is shown and named.
 - All certifications are indicated and correct on the plat.
 - Dimensions, angles, and bearings are shown along the lot lines.
 - Scale of the plat is shown and accompanied with a bar scale.
 - Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant:  FOR Date: 9/13/2024
KEVIN KUCHTA-BECKER.

Staff Use Only

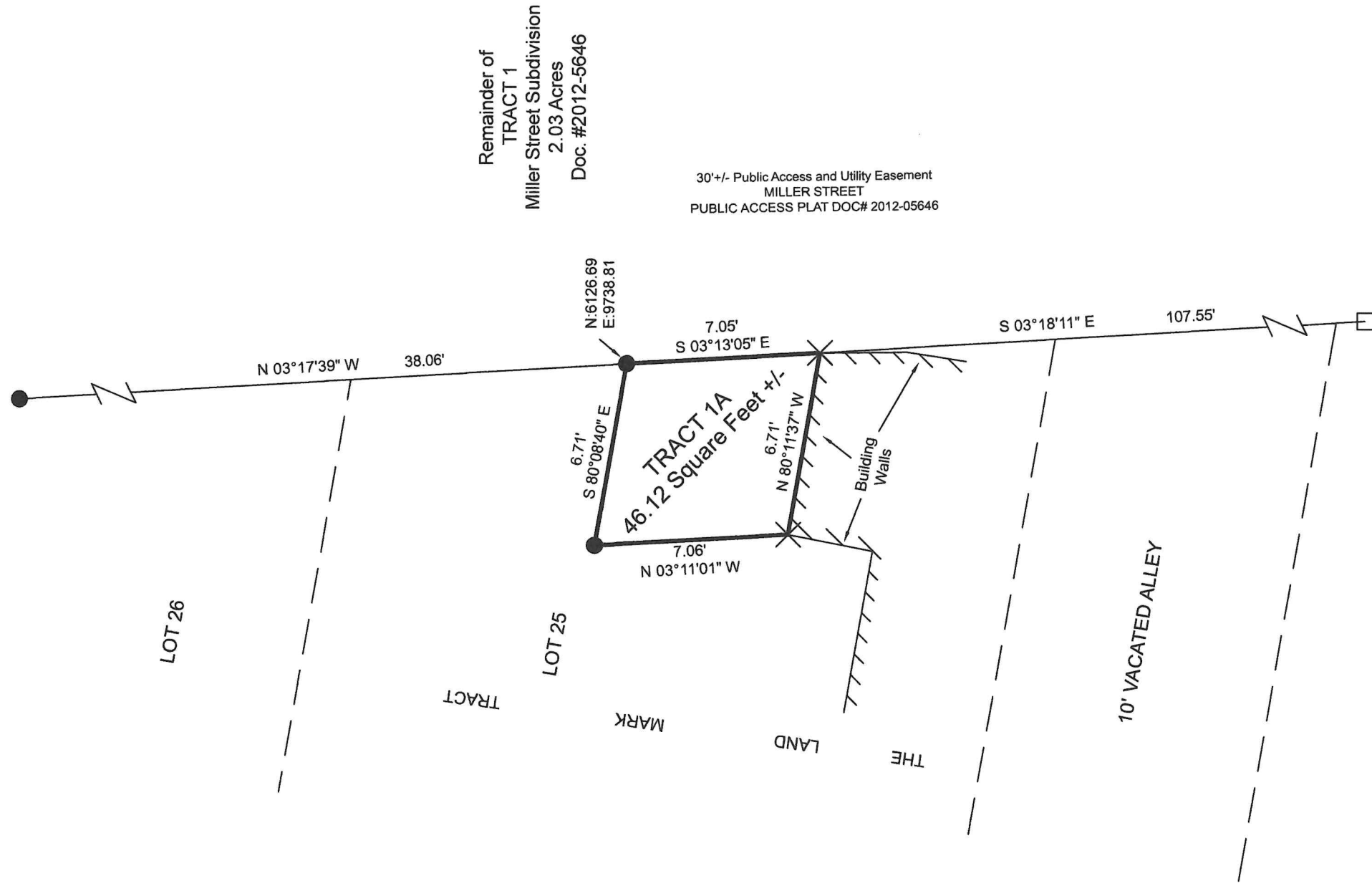
Fee: \$ N/A Paid On N/A Receipt Number N/A

| PLANNING AND ZONING ADMINISTRATOR: | | | |
|------------------------------------|-----|----|------------------------------|
| Approved/P&Z Administrator: | Yes | No | Signature: _____ Date: _____ |
| PLANNING AND ZONING COMMISSION: | | | |
| Approved/P&Z Commission: | Yes | No | Date: _____ |
| DEADWOOD BOARD OF ADJUSTMENT: | | | |
| Approved/Board of Adjustment: | Yes | No | Date: _____ |

Reason for Denial (if necessary): _____

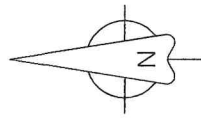
**PLAT OF TRACT 1A OF THE MILLER STREET SUBDIVISION,
Formerly A Portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood Per P.L. Rogers Map,
All located in the SW1/4 of Section 23, T.5N., R.3E., B.H.M, City of Deadwood, Lawrence County, South Dakota.**

SHEET 1 OF 2



Remainder of
TRACT 1
Miller Street Subdivision
2.03 Acres
Doc. #2012-5646

30'+/- Public Access and Utility Easement
MILLER STREET
PUBLIC ACCESS PLAT DOC# 2012-05646



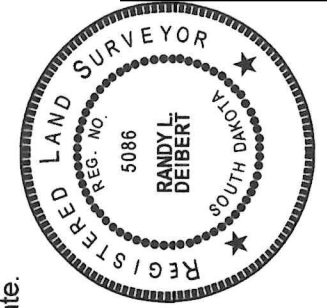
September 2024

- NOTES:**
1) Basis of Bearing is Deadwood Coordinate System
- LEGEND**
- FOUND PK NAIL OR MAG NAIL
 - × BUILDING CORNER IS PROPERTY CORNER
 - FOUND PROPERTY CORNER PMS LS5086

Certificate of Surveyor

I, Randy L. Deibert, P.O. Box 408, Spearfish, S.D. 57783, being a Registered Land Surveyor in the State of South Dakota, No. 5086, on the basis of my knowledge, information and belief, certify to the owner(s) listed hereon, that at the request of the owner, the survey represented by this plat was made under my supervision, on the ground to the normal standard of care of Professional Land Surveyors practicing in the State of South Dakota, this survey does not constitute a title search to determine ownership or easements of record as performed by myself or by Professional Mapping and Surveying, L.L.C., I further state that I did not obtain the signatures for the certificates other than the surveyor certificate.

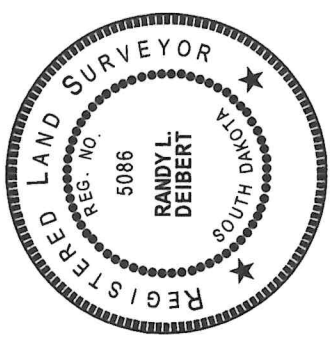
Randy L. Deibert L.S. 5086 _____ Date



Section 10 Item d.

PLAT OF TRACT 1A OF THE MILLER STREET SUBDIVISION,
Formerly A Portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood Per P.L. Rogers Map,
All located in the SW1/4 of Section 23, T.5N., R.3E., B.H.M, City of Deadwood, Lawrence County, South Dakota.

SHEET 2 OF 2



Owner's Certificate
State of South Dakota County of Lawrence

I, _____, do hereby certify that I/we are the owners of the property shown and described hereon, that we do approve this plat as hereon shown and that development of this property shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Owners: _____ Address: _____

Acknowledgment of Owner
State of South Dakota County of Lawrence

On this ____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in and who executed the foregoing certificate.

My commission expires: _____ Notary Public: _____

Approval of the City of Deadwood Planning Commission
State of South Dakota County of Lawrence

This plat approved by the City of Deadwood Planning Commission this ____ day of _____, 20____. Signed: _____

City Planner _____ Chairman

Approval of the City of Deadwood Board of Commissioners:

State of South Dakota County of Lawrence

Be it resolved that the City of Deadwood Board of Commissioners having viewed the within plat, do hereby approve the same for recording in the Office of the Register of Deeds, Lawrence County, SD. Dated this ____ day of _____, 20____.

Attest: _____ Mayor
Finance Officer _____

Certificate of County Treasurer
State of South Dakota County of Lawrence

I the Lawrence County Treasurer, do hereby certify that _____ taxes which are liens upon the herein platted property have been paid.
Date this ____ day of _____, 20____.

Lawrence County Treasurer: _____

Approval of Highway Authority
State of South Dakota County of Lawrence

The location of the proposed access roads abutting the county or state highway as shown hereon, is hereby approved. Any change in the proposed access shall require additional approval.

Highway Authority: _____

Certificate of the Director of Equalization
State of South Dakota County of Lawrence

I the Lawrence County Director of Equalization, do hereby certify that I have received a copy of this plat, dated this ____ day of _____, 20____.

Lawrence County Director of Equalization: _____

Certificate of Register of Deeds
State of South Dakota County of Lawrence

Filed for record this ____ day of _____, 20____, at ____ o'clock ____ M., and recorded in Doc. _____ Fee\$ _____
Lawrence County Register of Deeds: _____

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



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

BOARD OF ADJUSTMENT MEETING
STAFF REPORT
October 7, 2024

APPLICANT: City of Deadwood

PURPOSE: Combination of Lots

GENERAL LOCATION: Landmark Tract

LEGAL DESCRIPTION: Plat of the Landmark Tract of the City of Deadwood, formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27 and the vacated alley between Lot 23 and Lot 25 all in Block 30 of the City of Deadwood according to the P.L. Rogers Map of the City of Deadwood; less and except Tract 1 of Miller Street subdivision according to Plat Document #2012-05646, and less and except Wild Bill Lot according to Plat Document #2012-03484, all located in the SW ¼ of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

ZONE: C1 - Commercial

STAFF FINDINGS:

Surrounding Zoning:

North: Public Use
South: Commercial
East: Public Use
West: Public Use

Surrounding Land Uses:

Wild Bill Statue
Commercial Structure
Parking Lot
Museum and Post Office

SUMMARY OF REQUEST

The purpose of this plat is to combine lots for the purpose of allowing planned building permits to be utilized and for ease of use of the property. This plat combines several individual lots owned by KR Deadwood, LLC, and Deadwood Sundance and used as the Landmark Casino complex, into a single lot.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. Combined lot will be comprised of 20,210 square feet \pm which equates to 0.464 acres \pm .
3. The subject property is located within a Commercial zoning designation.
4. The property is located within the 500-year floodplain.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of commercial and public uses in between Sherman Street and Miller Street.

STAFF DISCUSSION

The subject property is owned by KR Deadwood, LLC (Lots 17 through 27) and Deadwood Sundance (Lots 13 and 15).

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval by Board of Adjustment
(Approved by Planning and Zoning Commission on September 18, 2024.)

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



Questions Contact **Section 10 Item e.**
Kevin Kuchenbecker
(605) 578-2082 or
kevin@cityofdeadwood.com

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: Randy Deibert Professional Mapping and Surveying. LLC

Address: 1715 Scott Ave Spearfish SD 57783
Street City State Zip

Phone Number: 6056451680 Email Address: rld@rushmore.com

Property Address: Sherman Street Lots Deadwood

Property Owner: KR Deadwood Sherman Street 2020 LLC: and Deadwood Sundance 2023 LLC

Property Owner Phone Number: 6053403309

Full Legal Description of Property: PLAT OF THE LANDMARK TRACT OF THE CITY OF DEADWOOD,
See Attached

Purpose of this Plat: Combine several lots

Summary of this Plat: Combination of lots to allow planned building permits and use

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - Land is identified with a new legal description for the transfer of the land.
 - Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
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 - The street bounding the lot is shown and named.
 - All certifications are indicated and correct on the plat.
 - Dimensions, angles, and bearings are shown along the lot lines.
 - Scale of the plat is shown and accompanied with a bar scale.
 - Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Randy Deibert Digitally signed by Randy Deibert
Date: 2024.09.13 10:26:21 -06'00' Date: _____

Staff Use Only

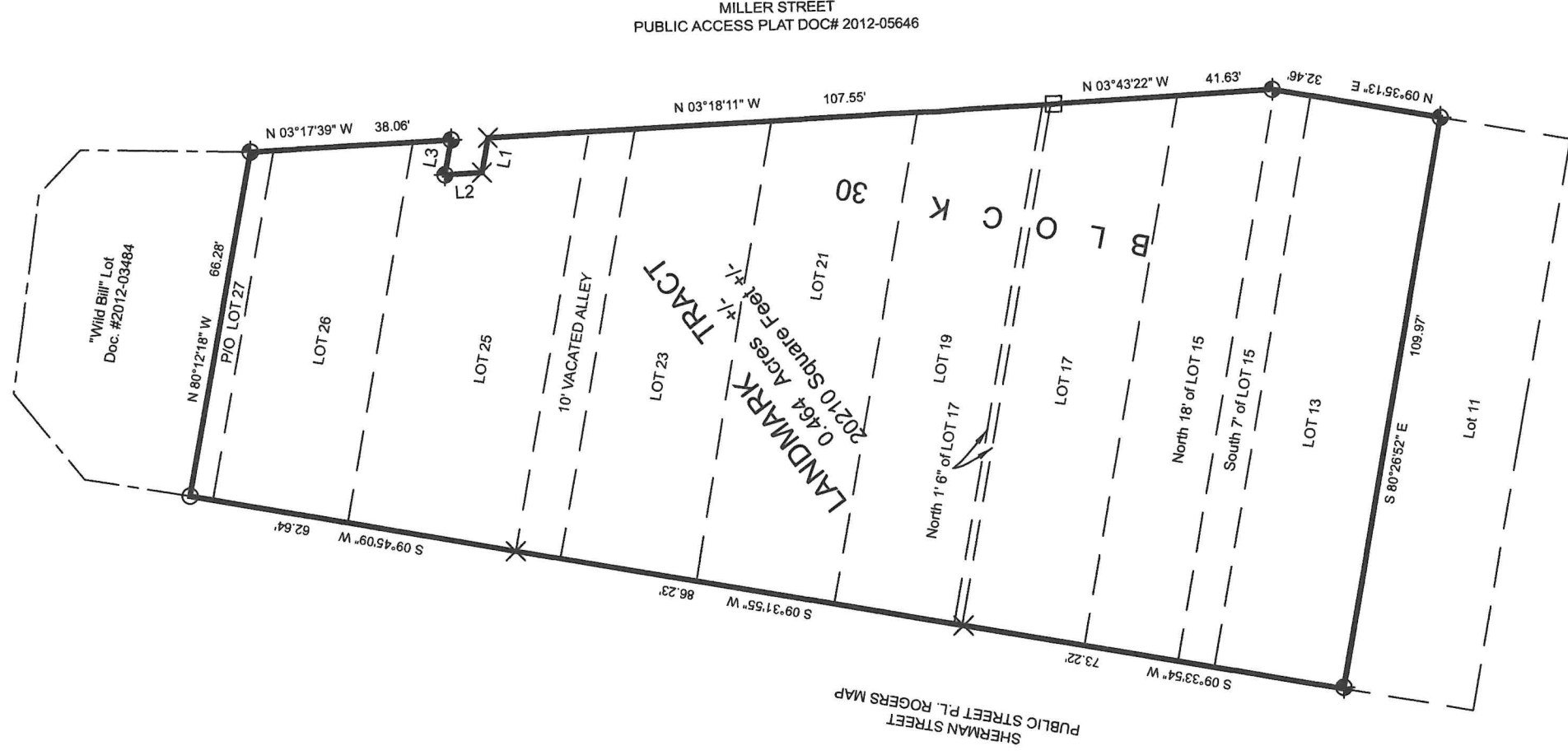
Fee: \$ _____ Paid On _____ Receipt Number _____

| PLANNING AND ZONING ADMINISTRATOR: | | | |
|------------------------------------|-----|----|------------------------------|
| Approved/P&Z Administrator: | Yes | No | Signature: _____ Date: _____ |
| PLANNING AND ZONING COMMISSION: | | | |
| Approved/P&Z Commission: | Yes | No | Date: _____ |
| DEADWOOD BOARD OF ADJUSTMENT: | | | |
| Approved/Board of Adjustment: | Yes | No | Date: _____ |

Reason for Denial (if necessary): _____

PLAT OF THE LANDMARK TRACT OF THE CITY OF DEADWOOD, Formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27 and the Vacated Alley Between Lot 23 and Lot 25 all in Block 30 of The City of Deadwood According to the P.L. Rogers Map of the City of Deadwood; LESS and EXCEPT Tract 1 of Miller Street Subdivision according to Plat Document #2012-05646, And LESS and EXCEPT Wild Bill Lot according to Plat Document #2012-03484, All located in the SW1/4 of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

SHEET 1 OF 2

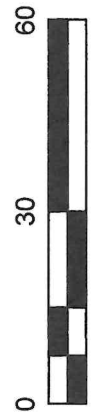
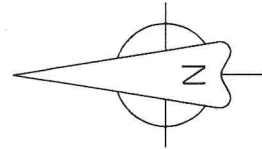


NOTES:
1) Basis of Bearing is Deadwood Coordinate System

Course Table

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 80°11'37" W | 6.71' |
| L2 | N 03°11'01" W | 7.06' |
| L3 | S 80°08'40" E | 6.71' |

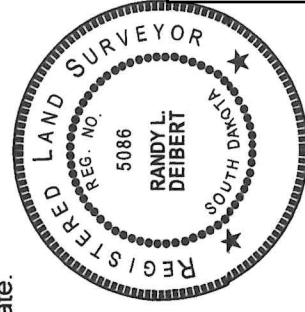
- LEGEND**
- FOUND REBAR AND CAP ARLETH LS3977
 - ⊕ FOUND PK NAIL OR MAG NAIL
 - FOUND PROPERTY CORNER PMS LS5086
 - × BUILDING CORNER IS PROPERTY CORNER



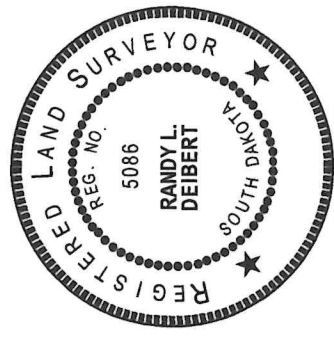
Certificate of Surveyor

I, Randy L. Deibert, P.O. Box 408, Spearfish, S.D. 57783, being a Registered Land Surveyor in the State of South Dakota, No. 5086, on the basis of my knowledge, information and belief, certify to the owner(s) listed hereon, that at the request of the owner, the survey represented by this plat was made under my supervision, on the ground to the normal standard of care of Professional Land Surveyors practicing in the State of South Dakota, this survey does not constitute a title search to determine ownership or easements of record as performed by myself or by Professional Mapping and Surveying, L.L.C., I further state that I did not obtain the signatures for the certificates other than the surveyor certificate.

Randy L. Deibert L.S. 5086 _____ Date



PLAT OF THE LANDMARK TRACT OF THE CITY OF DEADWOOD, Formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27 and the Vacated Alley Between Lot 23 and Lot 25 all in Block 30 of The City of Deadwood According to the P.L. Rogers Map of the City of Deadwood; LESS and EXCEPT Tract 1 of Miller Street Subdivision according to Plat Document #2012-05646, And LESS and EXCEPT Wild Bill Lot according to Plat Document #2012-03484, All located in the SW1/4 of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.



SHEET 2 OF 2

Owner's Certificate
State of South Dakota County of Lawrence

I, _____, do hereby certify that I/we are the owners of the property shown and described hereon, that we do approve this plat as hereon shown and that development of this property shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Owners: _____ Address: _____
Owners: _____ Address: _____

Acknowledgment of Owner
State of South Dakota County of Lawrence
On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in and who executed the foregoing certificate.

My commission expires: _____ Notary Public: _____

Owner's Certificate
State of South Dakota County of Lawrence

I, _____, do hereby certify that I/we are the owners of the property shown and described hereon, that we do approve this plat as hereon shown and that development of this property shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Owners: _____ Address: _____
Owners: _____ Address: _____

Acknowledgment of Owner
State of South Dakota County of Lawrence
On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in and who executed the foregoing certificate.

My commission expires: _____ Notary Public: _____

Approval of the City of Deadwood Planning Commission
State of South Dakota County of Lawrence

This plat approved by the City of Deadwood Planning Commission this _____ day of _____, 20____. Signed:

City Planner _____ Chairman

Approval of the City of Deadwood Board of Commissioners:

State of South Dakota County of Lawrence

Be it resolved that the City of Deadwood Board of Commissioners having viewed the within plat, do hereby approve the same for recording in the Office of the Register of Deeds, Lawrence County, SD.

Dated this _____ day of _____, 20____.

Attest: _____ Mayor
Finance Officer _____

Certificate of County Treasurer
State of South Dakota County of Lawrence

I the Lawrence County Treasurer, do hereby certify that _____ taxes which are liens upon the herein platted property have been paid. Date this _____ day of _____, 20____.

Lawrence County Treasurer: _____

Approval of Highway Authority
State of South Dakota County of Lawrence

The location of the proposed access roads abutting the county or state highway as shown hereon, is hereby approved. Any change in the proposed access shall require additional approval.
Highway Authority: _____

Certificate of the Director of Equalization
State of South Dakota County of Lawrence

I the Lawrence County Director of Equalization, do hereby certify that I have received a copy of this plat, dated this _____ day of _____, 20____.

Lawrence County Director of Equalization: _____

Certificate of Register of Deeds
State of South Dakota County of Lawrence

Filed for record this _____ day of _____, 20____, at _____ o'clock _____ M., and recorded in Doc.

_____. Lawrence County Register of Deeds: _____ Fee\$ _____

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



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

Application Date: 8/27/24

APPLICATION FOR TEMPORARY VENDORS LICENSE

The Deadwood Zoning Administrator and Planning & Zoning Commission review all applications.

Applicants: Application must be received **60 days prior** to start of event. Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Applicant: Lacey Murphey Telephone: (605) 430-0344

Name of Business: revive 605 Telephone: (605) 269-8828

Applicant's Mailing Address: 3507 Blackpowder Rd RC SD 57703
Street City State Zip

Please select your type of vending:

- * Outside of a Structure - \$750.00 _____
- * Inside of an Existing Structure - \$250.00 X

For a period of fourteen (14) days: Beginning: 10/25/24
Ending: 11/8/24

South Dakota Sales Tax Number: 1041-2900-ST

Physical Street Address of Vending Location: 360 Main St, Deadwood, SD

Contact Name and Phone Number of Property Owners: Allison Thompson, Director of Sales
Cadillac Jacks at (605) 786-8242

Complete Description of Goods and/or Services: IV infusion therapies including hydration,
vitamins, minerals, etc. Injection therapies including vitamins, etc

I agree that any falsification, misstatements or omissions, including those related to location and goods to be sold, shall result in immediate revocation of this license and forfeiture of the right to operate within the City Limits of Deadwood. It is further understood that payment of applicable state and city sales tax is made a provision of this license.

Applicant's signature: Lacey Murphey Date submitted: 8/27/2024

Fee: \$ 250 Paid On 8/28/24 Receipt Number 195814

| | | | |
|---|-----|----|------------------------------|
| PLANNING AND ZONING ADMINISTRATOR: | | | |
| Approved/P&Z Administrator: | Yes | No | Signature: _____ Date: _____ |
| PLANNING AND ZONING COMMISSION: | | | |
| Approved/P&Z Commission: | Yes | No | Date: _____ |

Reason for Denial (if necessary): _____

City of Deadwood Web
Utility Billing

102 Sherman St
Deadwood, SD 57732
605-578-2600

8/27/2024 4:37:04 PM

Auth Code: 163702
 Transaction ID: 107223899
 Reference ID: 40173405
 Contact Name: Lacey Murphey
 Contact Phone Number: 6054300344
 Utility Account Number: Vendor Application, Deadweird
 Property Address: 360 Main St, Cadillac Jack's
 Transaction Type: Credit Card
 Card Type: Visa
 Card Number: XXXXXXXXXXXXX8246
 Name: Lacey Murphey
 Amount: \$250.00
 DEADWOOD-SVC FEE: \$6.88
 Total Amount: \$256.88

I authorize the merchant to charge my credit card for the amount listed above. I understand that my card will be charged \$250.00 and my credit card statement will show this charge as from DEADWOOD-UTILITY. I understand that my card will be charged a separate Service Charge of \$6.88 and my credit card statement will show this charge as from DEADWOOD-SVC FEE. By signing below I acknowledge and agree to all of the terms listed above.

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



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

MEMORANDUM

DATE: October 7, 2024

TO: City Commission

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

RE: Application for Temporary Vendor License – Revive 605

STAFF FINDINGS:

Revive 605 delivers IV infusion and injection therapies. The company is run by two (2) Registered Nurses and the company does have a current sales tax number (1041-2900-ST) with the State Revenue Office. In South Dakota, Registered Nurses may provide IV therapy and administer medications. The state does not inspect or license IV hydration clinics.

The location to operate will be within the lobby of 360 Main Street (Cadillac Jacks) from October 25, 2024, through November 8, 2024. Cadillac Jacks has confirmed their interest in having Revive 605 operate within the lobby. This application was received before the review deadline and payment has been made. Staff recommends approval of the vendor permit.

MERCHANDISE: IV infusion and injection therapy

RECOMMENDED ACTION:

Approval /denial of the Temporary Vendor License for Revive 605.

(Approved by the Planning and Zoning Commission on September 18, 2024.)

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



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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: October 7, 2024
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Vacation Home
Establishment

APPLICANT(S): Deadwood Rentals - Creekside
PURPOSE: Annual Review – Conditional Use Permit – Vacation
Home Establishment
ADDRESS: 36 Water Street
Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Tract A, an 8’ platted alley and a portion of Lot R-1 of
the City of Deadwood railroad property all located in the
Hillsdale addition to the City of Deadwood, in the NW ¼
of Section 26, T5N, R3E, B.H.M., City of Deadwood,
Lawrence County, South Dakota; and, Tract B-1,
McGovern Hill addition of the City of Deadwood, located
in the NW ¼ of Section 26 T5N, R3E, B.H.M., City of
Deadwood, Lawrence County, South Dakota.
FILE STATUS: Legal requirements still need to be met.
ZONE: C1 - Commercial

STAFF FINDINGS:

| | |
|-------------------------|------------------------|
| Surrounding Zoning: | Surrounding Land Uses: |
| North: R1 – Residential | Residential |
| South: PU – Public Use | Open Space/Trail |
| East: C1 – Commercial | Businesses |
| West: C1 – Commercial | Open Space |

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on August 21, 2023, to operate a Vacation Home Establishment at 36 Water Street.

The subject property is located on Water Street and is surrounded by different zoning classifications, including Residential, Public Use, and Commercial.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. The subject property has access from Water Street.
3. The property is located within an AE Flood Zone and has a 1 percent annual chance of experiencing a flood.
4. Adequate public facilities are available to serve the property.
5. The area is characterized by a mixture of single-family residences, businesses, and open space.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial Districts with an approved Conditional Use Permit. The subject property is a three (3) bedroom, two (2) bath single family home that advertises an availability of eleven (11) beds with accommodation for sixteen (16) guests. Renters can park in the driveway of the property.

“Vacation Home Establishment” means:

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

COMPLIANCE:

This Vacation Home Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape, the property was booked 160 nights in the past 12 months and has received very good reviews.

No complaints are on record for this establishment.

Copy of Lodging License from South Dakota Department of Health required and in process.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with Short-Term Rentals.

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

The subject area is zoned C1 - Commercial District and is intended to provide locations coinciding with the downtown core commercial zone where certain commercial uses and gaming are permitted.

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

The applicant only uses off street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the proposed use should not result in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood. There has been no change in the size of the dwelling.

- D. The previously approved Conditional Use Permit is still in use, and when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan,

Conditional Use Permit Review – Vacation Home Establishment
 36 Water Street
 October 7, 2024

this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does not have additional Short-Term Rentals in the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.

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

The proposed use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke Conditional Use Permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said

Conditional Use Permit Review – Vacation Home Establishment
36 Water Street
October 7, 2024

permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

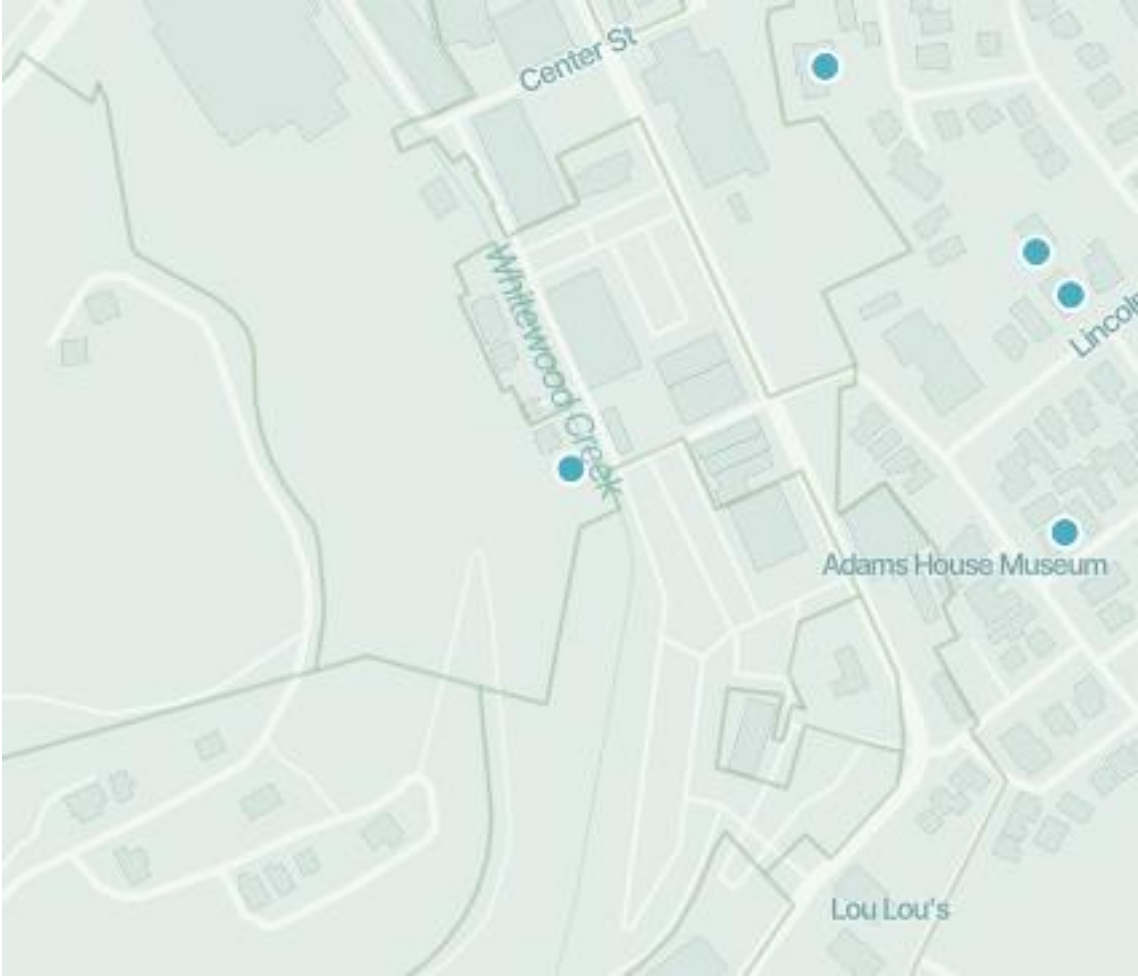
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved, staff recommendations for stipulation(s):

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets all applicable building codes.
4. City water and sewer rates have been changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. A City of Deadwood Business License has been issued.
7. Maintain Lodging License from the South Dakota Department of Health and provide copy to the Planning and Zoning Office for their files on an annual basis.
8. All parking shall be off street.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment
(Approved by the Planning and Zoning Commission on September 18, 2024.)



Short-Term Rentals near 36 Water Street.



Historic Creekside Home Dwtn Deadwood w/ Hot Tub

[Share](#) [Save](#)



Entire home in Deadwood, South Dakota

16+ guests · 3 bedrooms · 11 beds · 2 baths

★ 4.87 · [272 reviews](#)



Hosted by Trinity

Superhost · 8 years hosting



Self check-in

Check yourself in with the keypad.



Trinity is a Superhost

Superhosts are experienced, highly rated Hosts.



Great location

100% of recent guests gave the location a 5-star rating.

Add dates for prices

| | |
|---|-----------------------------|
| CHECK-IN Add date | CHECKOUT Add date |
| GUESTS 1 guest ▼ | |


[Check availability](#)

[Report this listing](#)


This gorgeous property is just a block from Main Street, and Deadwood Mountain Grand, making it a fantastic location for all guests. Whether you're planning a family vacation, a quiet getaway with your significant other, or a fun filled weekend with friends, we can accommodate you! The Mickelson Trail also begins directly adjacent to this property. Perfect for Bikers, hikers, snowmobilers, or adventure seekers. After a long day of ...

[Show more >](#)

Where you'll sleep













Bedroom 1
1 king bed, 1 double bed, 1 single bed



Bedroom 2
1 queen bed, 1 bunk bed

What this place offers

-  Mountain view
-  Kitchen
-  Wifi
-  Free parking on premises
-  Private hot tub
-  Pets allowed
-  TV with standard cable
-  Free washer – In unit
-  Free dryer – In unit
-  Exterior security cameras on property

[Show all 66 amenities](#)

Select check-in date

Add your travel dates for exact pricing

<

Su Mo Tu We Th Fr Sa Su Mo Tu We Th

August 2024

September 2024

| | | | | | | | | | | | | |
|---|---|---|---|---|---|----|--|---|---|----|----|----|
| | | | | 1 | 2 | 3 | | 1 | 2 | 3 | 4 | 5 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | 8 | 9 | 10 | 11 | 12 |



★ 4.87 · 272 reviews

Overall rating

- 5
- 4
- 3
- 2
- 1

Cleanliness
4.8



Accuracy
4.9



Check-in
5.0



Communication
4.9



Location
4.9



Value
4.8



Kathy

1 month on Airbnb

★★★★★ · 1 week ago · Stayed a few nights

it was our first sisters trip. I picked Deadwood because I was there 10 years ago and always wanted to go back. The air B&B I chose was perfect. Trinity was an awesome host, we had everything we needed. It was walking distance to all the shops, restaurants. Coffee in the morning while relaxing in the hottub. Thank you for letting us enjoy and stay in your beautiful home.

[Show more](#)

Ryan

3 months on Airbnb

★★★★★ · 2 weeks ago · Group trip

The host was very friendly and quick to respond. The house was very clean and awesome.

Maria

Dazey, North Dakota

★★★★★ · 2 weeks ago · Stayed a few nights

Very nice place to stay while in Deadwood. Easy walk to downtown. Very nice to stay and relax after our activities

Anne

Bottineau, North Dakota

★★★★★ · June 2024 · Group trip

Very good location to be able to walk to amenities easily.

Dezi

Dell Rapids, South Dakota

★★★★★ · June 2024 · Group trip

Trinity explained everything so well and had so many helpful suggestions on places to go!! Definitely liked how I could walk to a lot of the places as well!!

Shaylee

Glendive, Montana

★★★★★ · May 2024 · Group trip

Loved the house! Very private yard! Lots of sleeping room! Beautiful tree!!!

Show all 272 reviews

Where you'll be

Deadwood, South Dakota, United States

We verified that this listing's location is accurate. [Learn more](#)

Neighborhood highlights


Very small creekside neighborhood with only 3 other houses on this street. Only one direct neighbor with a privacy fence between. The other side of the property is the start of Mickelson trail. Located behind the Family Dollar building.

[Show more](#) >

Meet your Host



879





Trinity
Superhost

Reviews

4.88 ★
Rating

8
Years hosting

 Born in the 90s

 My work: Self employed

Hello! I was born and raised in Deadwood, SD and continue to live here year round. I thoroughly enjoy hosting Airbnb properties to everyone coming to visit our little piece of paradise. I got started on Airbnb in 2016 to rent my house out...

[Show more >](#)


Trinity is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Host details

Response rate: 100%
Responds within an hour

[Message Host](#)

 To protect your payment, never transfer money or communicate outside of the Airbnb website or app.

Things to know

House rules

- Check-in after 4:00 PM
- Checkout before 11:00 AM
- Pets allowed

[Show more >](#)

Safety & property

- Exterior security cameras on property
- Pool/hot tub without a gate or lock
- May encounter potentially dangerous animal

[Show more >](#)

Cancellation policy

Add your trip dates to get the cancellation details for this stay.

[Add dates >](#)

Support

Help Center

Get help with a safety issue

AirCover

Anti-discrimination

Disability support

Cancellation options

Report neighborhood concern

Hosting

Airbnb your home

AirCover for Hosts

Hosting resources

Community forum

Hosting responsibly

Airbnb-friendly apartments

Join a free Hosting class

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New features

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Investors

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Airbnb.org emergency stays

 **English (US)** **\$ USD**

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My trips

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Historic Creekside Home Dwtn Deadwood w/ Hot Tub, Deadwood

See all properties



Entire home

Historic Creekside Home Dwtn Deadwood w/ Hot Tub

Where to? Deadwood, So... Calendar icon Dates Person icon Travelers 2 travelers Search icon Search



Overview Amenities Policies Location Host

9.6 **Exceptional**

See all 4 reviews >

Highlights

Near Deadwood Mountain Grand

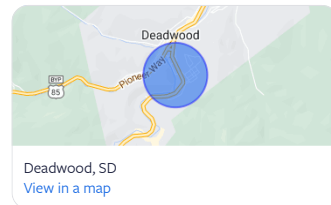
3 bedrooms 2 bathrooms Sleeps 16 1480 sq ft

Popular amenities

- Hot Tub
- Pet friendly
- Washer
- Barbecue grill
- Outdoor Space
- Free WiFi

See all >

Explore the area



- Deadwood Mountain Grand 4 min walk
- Tin Lizzie Gaming Resort 14 min walk
- Cadillac Jacks Casino 19 min walk
- Spearfish, SD (SPF-Black Hills) 19 min drive

See more >

Rooms & beds

3 bedrooms (sleeps 16)

2nd Bedroom



1 Queen Bed and 1 Twin Bunk Bed

3rd Bedroom



1 Twin Bunk Bed

Master Bedroom



1 Twin Bed, 1 King Bed and 1 Double Bed

2 bathrooms

2nd Bathroom



Bathtub or shower - Toilet

Downstairs Full Bathroom



Toilet - Shower only

Spaces

 Deck or patio

 Kitchen

 Garden

 Dining Area

[See all rooms and beds details](#)

 Check-in
Select date

 Check-out
Select date

 Travelers
1 room, 2 travelers

Check availability



Explore Vrbo

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Meet the Vrbo family

[Vrbo](#)

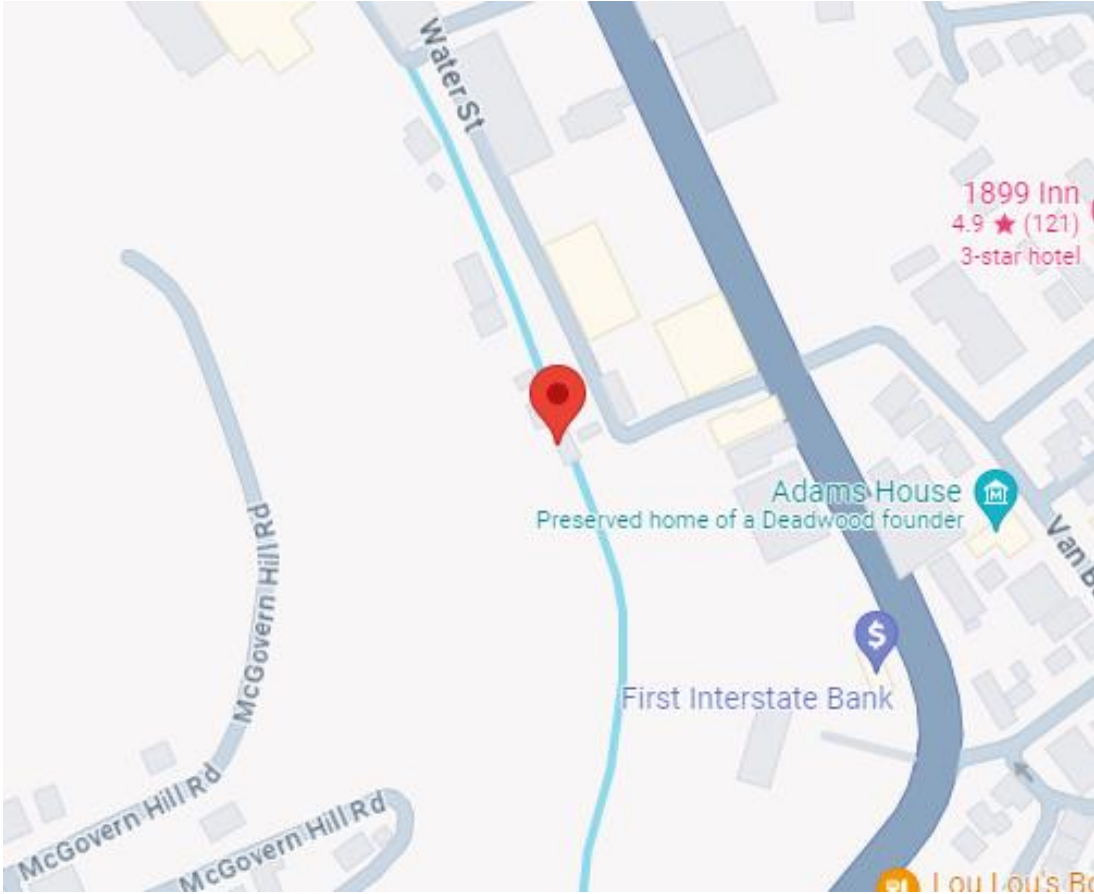
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[Stayz.com.au](#)

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Map showing location of 36 Water Street.





Aerial view of 36 Water Street.



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



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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: October 7, 2024
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Vacation Home
Establishment

APPLICANT(S): Deadwood Rentals - Main
PURPOSE: Annual Review – Conditional Use Permit – Vacation
Home Establishment
ADDRESS: 819 Main Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lot 12 in Block A of Sunnyside addition to the City of
Deadwood as set out in Plat Book 3 Page 251, Lawrence
County, South Dakota, except that part deeded to the
State of South Dakota for highway purposes as set out
in Book 372 Page 58 and Page 168; and, Tract A-1 in
Block A, a replat of Tracts “A” and “B” of the subdivision
of Lot 13, Block A of Sunnyside addition, located in the
NW ¼ NE ¼ of Section 27, T5N, R3E, B.H.M., City of
Deadwood, Lawrence County, South Dakota, according
to Plat filed in Document No. 2001-4003.

FILE STATUS: Legal requirements still need to be met.

ZONE: C1 - Commercial

STAFF FINDINGS:

| | |
|-------------------------------------|------------------------|
| Surrounding Zoning: | Surrounding Land Uses: |
| North: C1 – Commercial | Parking Lot |
| South: PU – Public Use | Highway/Open Space |
| East: C1 – Commercial | Hotel |
| West: R2 – Multi-Family Residential | Church |

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on September 18, 2023, to operate a Vacation Home Establishment at 819 Main Street.

The subject property is located on Main Street and is surrounded by different zoning classifications, including Multi-Family Residential, Public Use, and Commercial.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. The subject property has access from Main Street.
3. The property is located within a 500 year flood zone and has a 0.2% percent annual chance of experiencing a flood.
4. Adequate public facilities are available to serve the property.
5. The area is characterized by a mixture of single-family residences, businesses, and open space.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial Districts with an approved Conditional Use Permit. The subject property is a six (6) bedroom, six (6) bath triplex that advertises a total availability of nine (9) beds with accommodation for eighteen (18) guests. Renters can park in the parking lot across the street.

“Vacation Home Establishment” means:

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

COMPLIANCE:

This Vacation Home Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape, the property was booked 183 nights in the past 12 months and has received very good reviews.

No complaints are on record for this establishment.

Copy of Lodging License from South Dakota Department of Health required and is pending.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with Short-Term Rentals.

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

The subject area is zoned C1 - Commercial District and is intended to provide locations coinciding with the downtown core commercial zone where certain commercial uses and gaming are permitted.

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

The applicant only uses off street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the proposed use should not result in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood. There has been no change in the size of the dwelling.

- D. The previously approved Conditional Use Permit is still in use, and when influenced by matters pertaining to the public health, safety, and general

welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does not have additional Short-Term Rentals in the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.

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

The proposed use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke Conditional Use Permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.

Conditional Use Permit Review – Vacation Home Establishment
819 Main Street
October 7, 2024

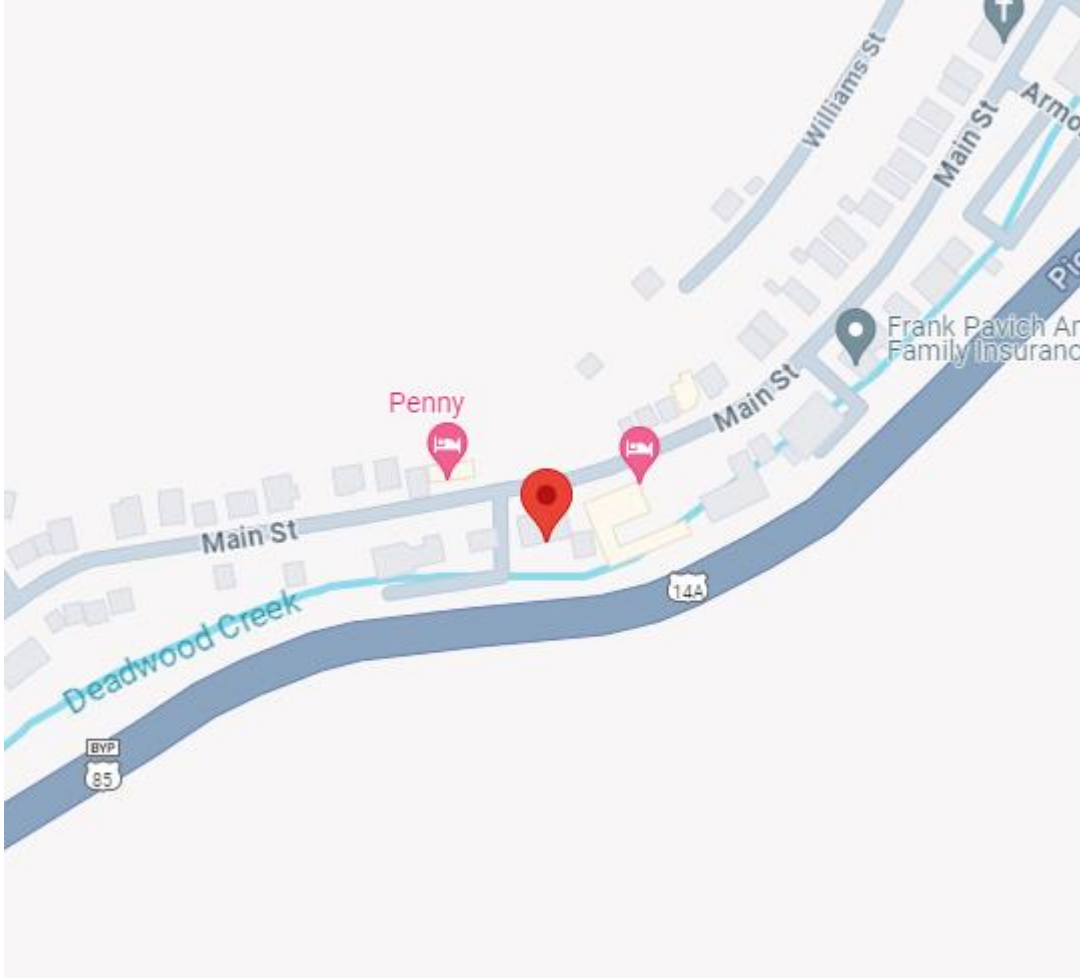
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved, staff recommendations for stipulation(s):

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets all applicable building codes.
4. City water and sewer rates have been changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. A City of Deadwood Business License has been issued.
7. Maintain Lodging License from the South Dakota Department of Health and provide copy to the Planning and Zoning Office for their files on an annual basis.
8. All parking shall be off street.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment.
(Approved by Planning and Zoning Commission September 18, 2024.)



Map showing location of 819 Main Street.





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Historic Creekside Home Dwtm Deadwood w/ Hot Tub, Deadwood

See all properties



Entire home

Historic Creekside Home Dwtm Deadwood w/ Hot Tub

Where to? Deadwood, So... Calendar icon Dates Person icon Travelers 2 travelers Search icon Search



Overview Amenities Policies Location Host

9.6 Exceptional

See all 4 reviews >

Highlights

Near Deadwood Mountain Grand

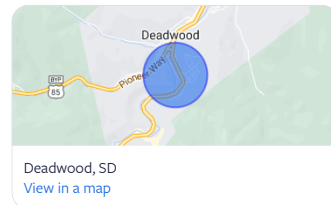
3 bedrooms 2 bathrooms Sleeps 16 1480 sq ft

Popular amenities

- Hot Tub
- Pet friendly
- Washer
- Barbecue grill
- Outdoor Space
- Free WiFi

See all >

Explore the area



- Deadwood Mountain Grand 4 min walk
- Tin Lizzie Gaming Resort 14 min walk
- Cadillac Jacks Casino 19 min walk
- Spearfish, SD (SPF-Black Hills) 19 min drive

See more >

Rooms & beds

3 bedrooms (sleeps 16)

2nd Bedroom



1 Queen Bed and 1 Twin Bunk Bed

3rd Bedroom



1 Twin Bunk Bed

Master Bedroom



1 Twin Bed, 1 King Bed and 1 Double Bed

2 bathrooms

2nd Bathroom



Bathtub or shower - Toilet

Downstairs Full Bathroom



Toilet - Shower only

Spaces

 Deck or patio

 Kitchen

 Garden

 Dining Area

[See all rooms and beds details](#)

 Check-in
Select date

 Check-out
Select date

 Travelers
1 room, 2 travelers

Check availability



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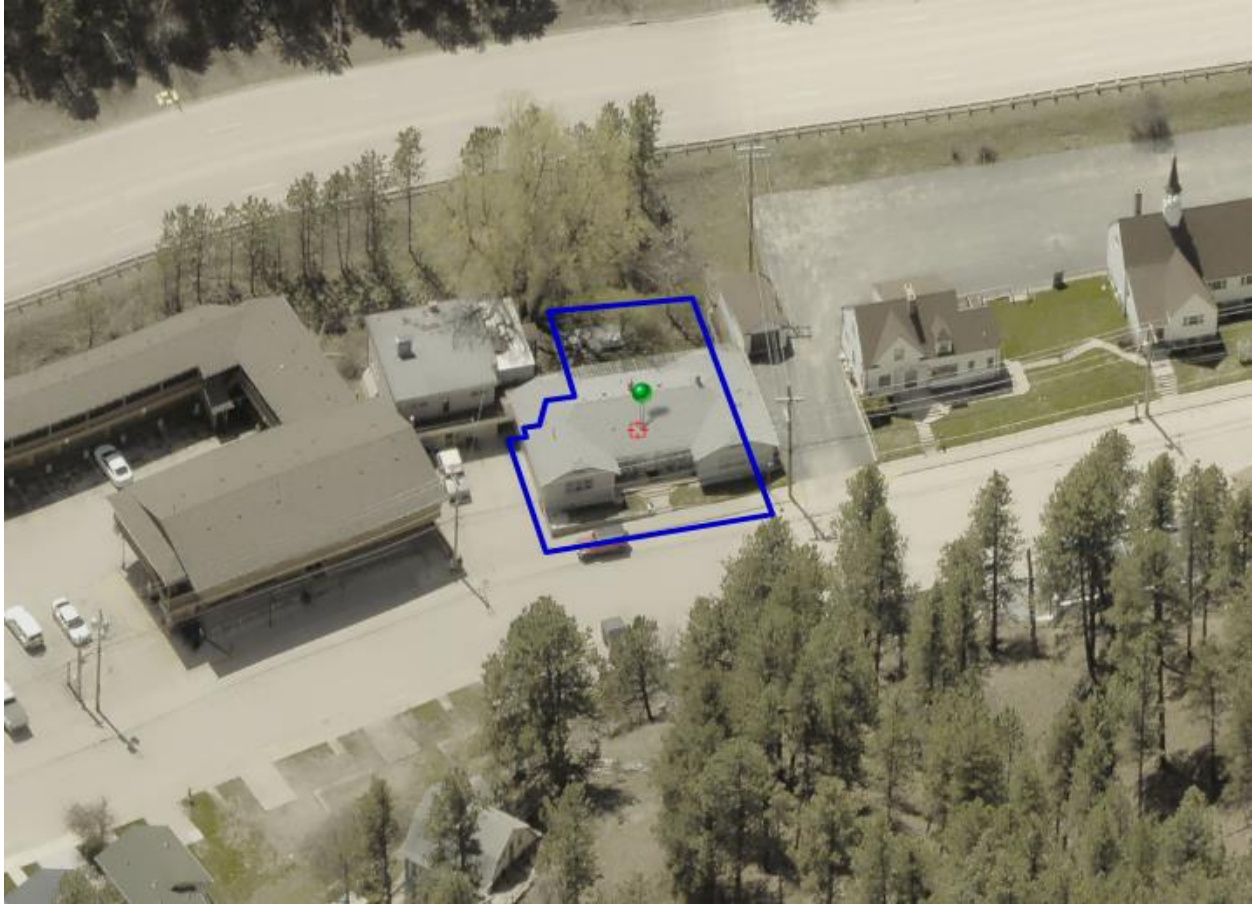
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Aerial view of 819 Main Street.





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Rare Hideaway on Main, Retro unit, Deadwood

See all properties



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Apartment

Rare Hideaway on Main, Retro unit



Where to?
Deadwood, So...



Dates



Travelers
2 travelers

Search



Overview

Amenities

Policies

Location

Host

10 **Exceptional**

See all 2 reviews >

Highlights



Walk to Deadwood Mountain Grand



2 bedrooms



2 bathrooms



Sleeps 6

Popular amenities



Barbecue grill



Kitchen



Air conditioning



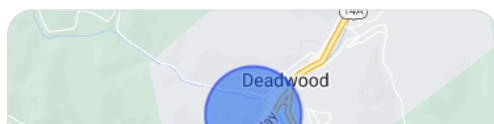
Outdoor Space



Pet friendly

See all >

Explore the area



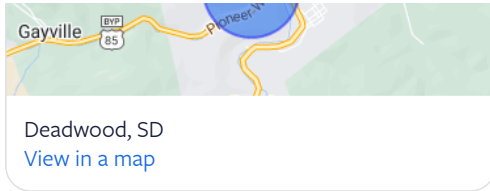
Deadwood Mountain Grand



7 min walk



Tin Lizzie Gaming Resort

15 min walk



-  Cadillac Jacks Casino 19 min walk
 -  Spearfish, SD (SPF-Black Hills) 19 min drive
- [See more >](#)

Rooms & beds

2 bedrooms (sleeps 6)

Back Bedroom



1 Queen Bed

Front Bedroom



1 King Bed

2 bathrooms

Back Bathroom



Bathtub or shower · Toilet

Front bathroom



Bathtub or shower · Toilet

Spaces

 Deck or patio

 Kitchen

 Garden

 Dining Area

[See all rooms and beds details](#)

 Check-in
Select date

 Check-out
Select date

 Travelers
1 room, 2 travelers

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Peaceful Hideaway on Main, E

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Dates

Travelers 2 travelers

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Overview Amenities Policies Location Host

10 **Exceptional**

See 1 review >

Highlights

Walk to Deadwood Mountain Grand

2 bedrooms

2 bathrooms

Sleeps 6

Popular amenities

Barbecue grill

Kitchen

Air conditioning

Outdoor Space

Pet friendly

Free WiFi

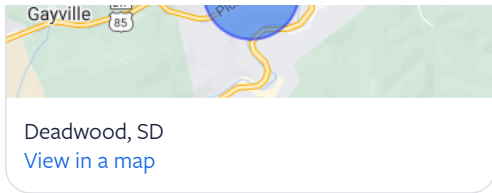
See all >



Explore the area



Deadwood Mountain Grand 7 min walk

Tin Lizzie Gaming Resort 15 min walk



-  Cadillac Jacks Casino 19 min walk
 -  Spearfish, SD (SPF-Black Hills) 19 min drive
- [See more >](#)

Rooms & beds

2 bedrooms (sleeps 6)

Back Bedroom



1 Queen Bed

Front Bedroom



1 King Bed and 1 Double Sofa Bed

2 bathrooms

Back bathroom



Toilet · Shower only

Front full bathroom



Bathtub or shower · Toilet

Spaces

 Deck or patio

 Kitchen

 Garden

 Dining Area

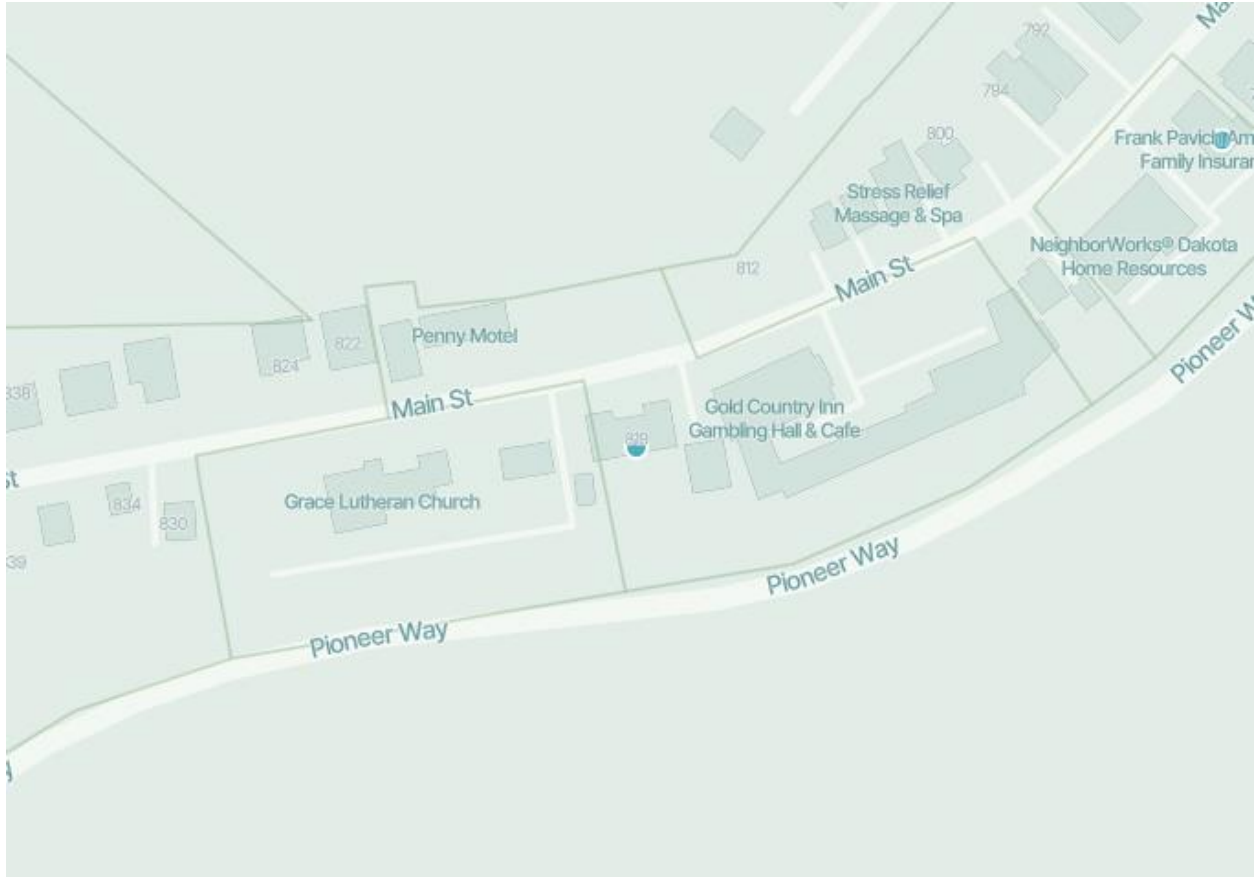
[See all rooms and beds details](#)

 Check-in
Select date

 Check-out
Select date

 Travelers
1 room, 2 travelers

[Check availability](#)



Short-Term Rental map of 819 Main Street.



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



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

MEMORANDUM

Date: September 30, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: Accept Quote from Hopkinson Contracting for
5 Harrison Retaining Wall

The Historic Preservation Office is requesting permission to award a contract for repair of a retaining wall at 5 Harrison. This project has gone out for bid three times since 2022 with each round far exceeding the owner's and City budget and the bids have been rejected.

The City of Deadwood Historic Preservation Commission has received a quote from Hopkinson Contracting in the amount of \$35,100.00. Staff, owner and the engineer have reviewed the quote and recommending accepting the quote.

RECOMMENDATION: Move to accept the quote from Hopkinson Contracting in the amount of \$35,100.00 for the retaining wall located at 5 Harrison.

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
HOSKINSON CONTRACTING, INC. RE: 5 HARRISON STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 S. Lemon Street, Deadwood, South Dakota hereinafter referred to as “CITY,” Gary Cure of 5 Harrison Street, Deadwood, South Dakota, “OWNER”, and HOSKINSON CONTRACTING, INC., with its principal place of business located at 1012 Hwy 50, Gillette, WY 82718, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 5 Harrison Street, Deadwood, South Dakota, in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

WHEREAS, OWNER is the owner of the property on which the retaining wall is situated;

WHEREAS, the CITY has accepted the quote from the CONTRACTOR that provides compensation in an amount of Thirty-Five Thousand Eight Hundred Sixteen dollars and 04/100 Dollars (\$35,816.04), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 5 Harrison Street, Deadwood, South Dakota;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall salvage any existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;

16. CONTRACTOR shall comply with the following miscellaneous provisions:
- a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2024.

CONTRACTOR:

Hoskins Contracting, Inc.

By: _____

Its: _____

OWNER:

By: _____
Gary Cure

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



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

**PLANNING AND ZONING MEETING
STAFF REPORT
October 7, 2024**

APPLICANT: Joseph and Gwendolyn Martin

PURPOSE: Move lot line and create new lot.

GENERAL LOCATION: McGovern Hill Road

LEGAL DESCRIPTION: Plat of Tracts F1, F2 and G1 of the Crawford Addition II formerly Tracts F and G of Crawford Addition II and a portion of Probate Lot 299 City of Deadwood, Lawrence County, South Dakota located in NE ¼ of Section 27 and the NW ¼ of Section 26, T5N, R3E, B.H.M.

FILE STATUS: All legal obligations have been completed.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: R1 - Residential
East: R1 - Residential
West: R1 - Residential

Surrounding Land Uses:

Residential
Residential
Residential
Open Space

SUMMARY OF REQUEST

The purpose of this plat is to move lot lines between Tract F and Tract G, renaming the lots Tract F1 and Tract G1. In addition, applicant wishes to purchase land from a neighbor who owns a large parcel of unplatted land. The creation of Tract F2 is being created in anticipation of the future purchase of the F2 Tract.

FACTUAL INFORMATION

1. The property is currently zoned R1 - Residential.
2. Tract F1 will be comprised of 0.291 acres \pm , Tract G1 will be comprised of 0.376 acres \pm , and Tract F2 will be comprised of 0.079 acres \pm .
3. The property is not located in a flood zone.
4. Public facilities are available to serve the property.
5. The area is currently characterized by a mixture of residences and open space.

STAFF DISCUSSION

Tract F1 is owned by the applicants, Joseph and Gwendolyn Martin. Tracts G1 and F2 are currently owned by Joel and Jadene Wescott.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval by Board of Adjustment. (Approved by Planning and Zoning Commission October 2, 2024.)

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



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

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: Joseph Martin & Gwendolyn Martin

Address: 214 McGovern Hill Rd Deadwood SD 57732
Street City State Zip

Phone Number: 605-580-4182 Email Address: jtmartinmail@gmail.com

Property Address: 214 McGovern Hill Rd

Property Owner: Joseph Martin & Gwendolyn McClure (Martin)

Property Owner Phone Number: 605-580-4182

Full Legal Description of Property: TRACTS F1, F2 AND G1 OF THE CRAWFORD ADDITION II

Purpose of this Plat: New Lot and Lot Line Revision

Summary of this Plat: _____

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - Land is identified with a new legal description for the transfer of the land.
 - Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
 - A date is shown on the plat and serves to "fix in time" the data represented on the plat.
 - The street bounding the lot is shown and named.
 - All certifications are indicated and correct on the plat.
 - Dimensions, angles, and bearings are shown along the lot lines.
 - Scale of the plat is shown and accompanied with a bar scale.
 - Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Spady T. Smith Date: 9/19/2024

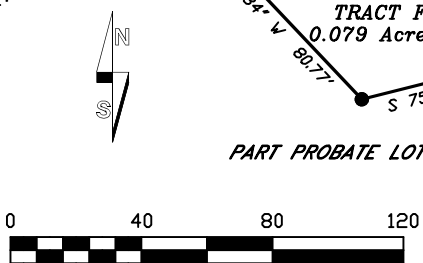
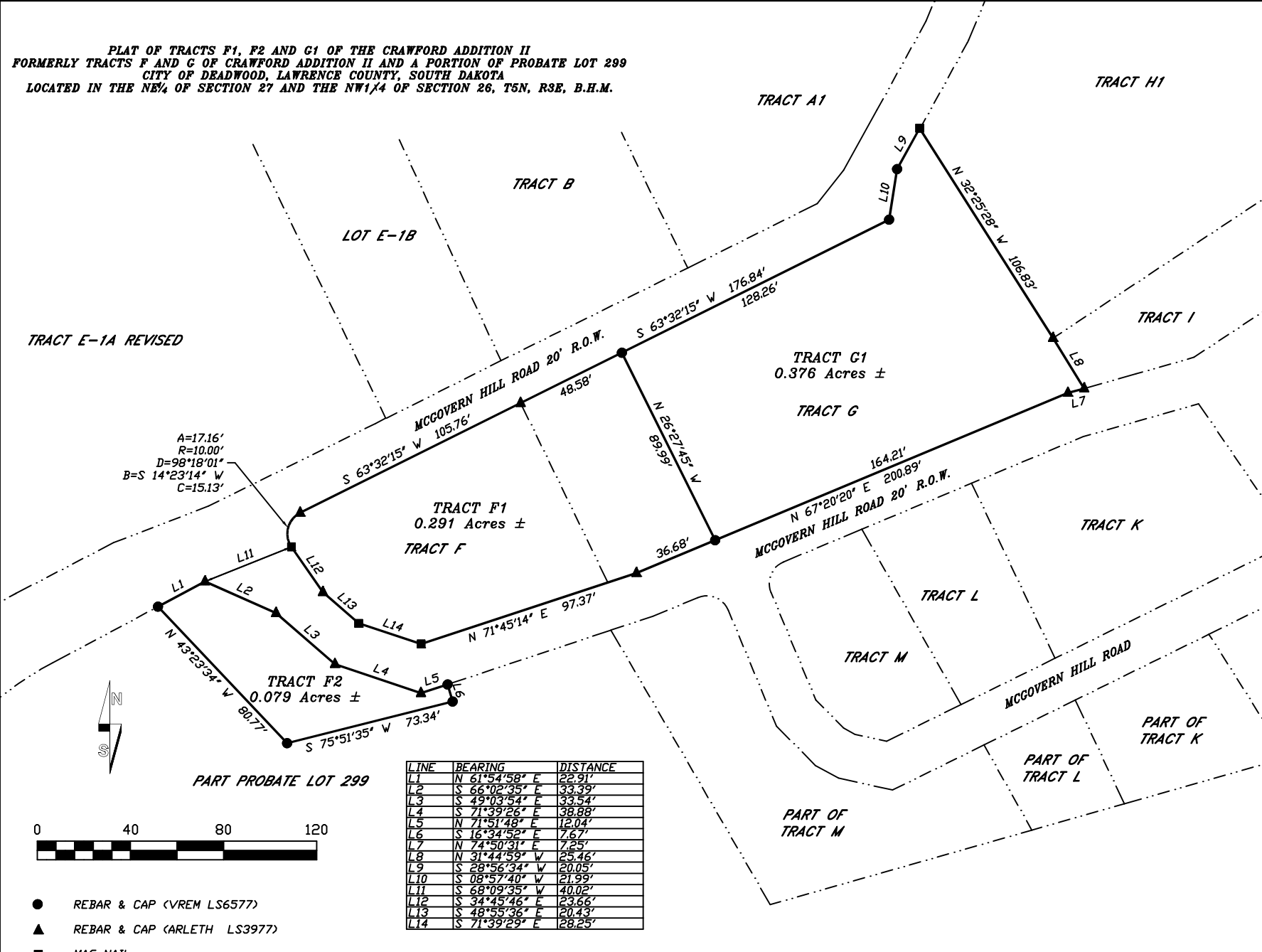
Staff Use Only

Fee: \$ 400.- Paid On 9/19/24 Receipt Number 196174

| | | | |
|---|-----|----|------------------------------|
| PLANNING AND ZONING ADMINISTRATOR: | | | |
| Approved/P&Z Administrator: | Yes | No | Signature: _____ Date: _____ |
| PLANNING AND ZONING COMMISSION: | | | |
| Approved/P&Z Commission: | Yes | No | Date: _____ |
| DEADWOOD BOARD OF ADJUSTMENT: | | | |
| Approved/Board of Adjustment: | Yes | No | Date: _____ |

Reason for Denial (if necessary): _____

PLAT OF TRACTS F1, F2 AND G1 OF THE CRAWFORD ADDITION II
FORMERLY TRACTS F AND G OF CRAWFORD ADDITION II AND A PORTION OF PROBATE LOT 299
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
LOCATED IN THE NE¼ OF SECTION 27 AND THE NW¼ OF SECTION 26, T5N, R3E, B.H.M.



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 61°54'58" E | 23.91' |
| L2 | S 66°02'35" E | 33.39' |
| L3 | S 49°03'54" E | 33.54' |
| L4 | S 71°39'26" E | 38.88' |
| L5 | N 71°51'48" E | 12.04' |
| L6 | S 16°34'52" E | 7.67' |
| L7 | N 74°50'31" E | 7.25' |
| L8 | N 31°44'59" W | 25.46' |
| L9 | S 28°56'34" W | 20.05' |
| L10 | S 08°57'40" W | 21.99' |
| L11 | S 68°09'35" W | 40.02' |
| L12 | S 34°45'46" E | 23.66' |
| L13 | S 48°59'36" E | 20.43' |
| L14 | S 71°39'29" E | 28.25' |

- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (CARLETH LS3977)
- MAG NAIL

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

LOREN D. VREM, R.L.S. 6577

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREOF SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____
OWNER: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREOF SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____
OWNER: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS ____ DAY OF _____, 20____.

ATTEST: _____ CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA,

DATED THIS ____ DAY OF _____, 20____.

ATTEST: _____ FINANCE OFFICER _____ MAYOR

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

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

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

FILED FOR RECORD THIS ____ DAY OF _____, 20____ AT ____ O'CLOCK, ____ M., AND RECORDED IN DOC. _____

LAWRENCE COUNTY REGISTER OF DEEDS: _____ FEE: \$ _____



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

| | |
|--------------|------------|
| Date: | 9/12/2024 |
| Drawn By: | L. D. Vrem |
| Project No.: | 24-360 |
| Dwg. No.: | 24-360.dwg |

Rhonda McGrath

From: Andy Erickson <aerickson@capfirstef.com>
Sent: Wednesday, September 11, 2024 8:28 AM
To: Rhonda McGrath
Subject: CapFirst - Skid Steer Buyout

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from aerickson@capfirstef.com. [Learn why this is important](#)

Hi Rhonda,

The buyout on November 1, 2024 for the 2020 CAT 242D3 Skid Steer is \$24,336.81.

If/Once approved through the council please let me know the date of payoff and I can get you any documentation needed to have the check cut.

Many Thanks!

Andy Erickson
Vice President – Business Development
CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58078
C (320) 226-4945
P (701) 639-7209
F (701) 639-7031
aerickson@capfirstef.com



2020 Cat Skidsteer
Cust ID: DEA

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Deadwood, South Dakota
102 Sherman St
Deadwood, South Dakota 57732

Date of Lease: 1/15/2020
Lease #: 40002396
Annual Percentage Rate: 3.60%

RENTAL PAYMENTS

| <u>Rental Payment Date</u> | <u>Rental Payment</u> | <u>Interest</u> | <u>Principal</u> | <u>Purchase Option Price*</u> |
|--------------------------------|---------------------------|-----------------|------------------|-----------------------------------|
| 1/15/2020 | \$5,261.42 | \$0.00 | \$5,261.42 | \$40,916.00 |
| 1/15/2021 | \$5,261.42 | \$1,433.11 | \$3,828.31 | \$36,821.00 |
| 1/15/2022 | \$5,261.42 | \$1,295.29 | \$3,966.13 | \$32,609.00 |
| 1/15/2023 | \$5,261.42 | \$1,152.51 | \$4,108.91 | \$28,277.00 |
| 1/15/2024 | \$5,261.42 | \$1,004.59 | \$4,256.83 | \$23,821.00 |
| 1/15/2025 | \$24,500.00 | \$851.36 | \$23,648.64 | \$0.00 |

*After payment of Rental Payment due on such date.



SALES AGREEMENT

DATE Aug 30, 2024

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

| | | | |
|-----------------|------------------------------------|---------------------|--------------------------------------|
| PURCHASER | CITY OF DEADWOOD | | |
| STREET ADDRESS | 102 SHERMAN ST | | <SAME> |
| CITY/STATE | DEADWOOD, SD | COUNTY | LAWRENCE |
| POSTAL CODE | 57732-1309 | PHONE NO. | 605-578-3082 |
| EQUIPMENT | James Lee - PHONE NO. 605-578-3082 | | |
| PRODUCT SUPPORT | James Lee - PHONE NO. 605-578-3082 | | |
| INDUSTRY CODE: | GOVT. - CITY - MUNICIPAL (950) | PRINCIPAL WORK CODE | |
| | | | POINT OF POSSESSION AT: Deadwood, SD |

| | | | | | |
|-----------------|--------|---------------------------------------|-----------|--------------------|--|
| CUSTOMER NUMBER | C21825 | Sales Tax Exemption # (if applicable) | 466000091 | CUSTOMER PO NUMBER | |
|-----------------|--------|---------------------------------------|-----------|--------------------|--|

| | | | | | |
|---|--------------------------|--------------------|--------------------------|------------------------|-------------------------------------|
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval) | | | | | |
| NET PAYMENT ON INVOICE | <input type="checkbox"/> | CASH | <input type="checkbox"/> | FINANCIAL SERVICES | <input checked="" type="checkbox"/> |
| CASH WITH ORDER | | BALANCE TO FINANCE | 0.00 | CONTRACT INTEREST RATE | 0.00 |
| PAYMENT PERIOD | ANNUAL | PAYMENT AMOUNT | 0.00 | NUMBER OF PAYMENTS | |
| | | | | OPTIONAL BUY-OUT | |

| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | |
|--|--------------------------------|--------------------------------|---|
| MAKE: CATERPILLAR | MODEL: 140-15AWD | YEAR: 2024 | NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> |
| STOCK NUMBER: M035200 | SERIAL NUMBER: 0EB301235 | APPROX HOURS: 11 | |
| 140 15A AWD MOTOR GRADER | CAB, PLUS (STANDARD GLASS) | LIGHTS, WORKING, PLUS, LED | |
| SNOW ARRANGEMENT | CAB, PLUS (INTERIOR) | LIGHTS, LED STROBE BEACON | |
| TRANSMISSION, AUTOSHIFT | SEAT BELT | CAMERA, REAR VISION | |
| LIGHTS, ARM, FOLD DOWN | PRODUCT LINK, CELLULAR PLE742 | MIRRORS, OUTSIDE HEATED 24V | |
| MOLDBOARD, 14' PLUS | CONTROLS, PERF BUNDLE, AWD | FENDERS, FRONT, AWD | |
| COLD WEATHER PLUS PACKAGE AWD | CONTROL,AUTO ARTICULATION-FULL | FENDERS, REAR | |
| PRECLEANER, SY-KLONE | STABLE BLADE | GUARD, TRANSMISSION | |
| DRAIN, GRAVITY, ENGINE OIL | JOYSTICK CONTROLS, ADVANCED | HEATER, ENGINE COOLANT, 120V | |
| BASE + 4 (WM,WT-FLOAT,FL,RIP) | CROSS SLOPE AUTO, AWD | LIFT GROUP, FRONT MOUNTING | |
| STARTER, ELEC, EXTREME DUTY | TIRES,14.0R24 MX XSNO+ * G2 MP | CIRCLE SAVER | |
| HEADLIGHTS, FRONT, HIGH, LED | ARTICULATION GUARD | LIFT GROUP, MANUAL 1.5" ANSI | |
| LIGHTS, ROADING, LED | FAN, REVERSING, AWD | SCARIFIER, FRONT V-TYPE 1.5HPL | |

| TRADE-IN EQUIPMENT | | SELL PRICE | |
|--|--|----------------------|----------------|
| MODEL: 140-15A - CATERPILLAR(AA) | YEAR: 2019 SN:0N9500265 Expected SMU: 700 | | \$382,078.04 |
| VALUE: \$200.00 | PAYOUT TO: AMOUNT: \$149,151 PAID BY: Dealer | EXT WARRANTY | Included |
| MODEL: _____ | YEAR: _____ SN: _____ Expected SMU: _____ | CSA | Included |
| VALUE: _____ | PAYOUT TO: AMOUNT: _____ PAID BY: _____ | LESS TRADE ALLOWANCE | (\$200,000.00) |
| MODEL: _____ | YEAR: _____ SN: _____ Expected SMU: _____ | NET TRADE DIFFERENCE | \$182,078.04 |
| VALUE: _____ | PAYOUT TO: AMOUNT: _____ PAID BY: _____ | TRADE-IN PAYOUT | \$149,151.30 |
| ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. | | BALANCE DUE | \$331,229.34 |

DISCLAIMER OF WARRANTIES

PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.

UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.

| | | | |
|---|---------------|---|---------------|
| <input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY | INITIAL _____ | <input type="checkbox"/> USED EQUIPMENT | INITIAL _____ |
| Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty. | | When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. | |
| 12 Months Standard Warranty including 12 Months Mileage. | | Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller. | |
| 140-AWD-72 MO/3000 HR PREMIER | | | |

CSA: NEW Cat Customer Value Agreement - National Offer 3 Years 3,000 Hours SOS and Filters

NOTES: PER SOURCEWELL CONTRACT # 011723-CAT

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

| | |
|--|--------------------------------|
| Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND | PURCHASER |
| BY _____ DATE _____ | APPROVED AND ACCEPTED ON _____ |
| Authorized Signature | CITY OF DEADWOOD |
| TITLE _____ | PURCHASER |
| SALESMAN Riopel, Beau | BY _____ SIGNATURE _____ |
| BUTLER MACHINERY COMPANY / NCRL LLC | TITLE _____ BUYER |

300084-01

Section 10 Item m.

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CITY OF DEADWOOD-M035200-CAT 140 15AWD-5 YR CONTRACT WITH BALLOON

Compound Period : Annual

Nominal Annual Rate : 6.100 %

CASH FLOW DATA

| Event | Date | Amount | Number | Period | End Date |
|-------------------|------------|------------|--------|--------|------------|
| 1 STARTING AMOUNT | 10/15/2024 | 331,229.34 | 1 | | |
| 2 DOC FEE | 10/15/2024 | 250.00 | 1 | | |
| 3 PAYMENT | 10/15/2024 | 46,002.79 | 5 | Annual | 10/15/2028 |
| 4 PAYMENT | 10/15/2029 | 170,000.00 | 1 | | |

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| | Date | STARTING AMOUNT | DOC FEE | PAYMENT | Interest | Principal | Balance |
|-----------------|--------------|-----------------|---------|------------|-----------|------------|------------|
| STARTING AMOUNT | 10/15/2024 | 331,229.34 | | | | | 331,229.34 |
| DOC FEE | 10/15/2024 | | 250.00 | | 0.00 | 0.00 | 331,479.34 |
| | 1 10/15/2024 | | | 46,002.79 | 0.00 | 46,002.79 | 285,476.55 |
| 2024 Totals | | 331,229.34 | 250.00 | 46,002.79 | 0.00 | 46,002.79 | |
| | 2 10/15/2025 | | | 46,002.79 | 17,414.07 | 28,588.72 | 256,887.83 |
| 2025 Totals | | 0.00 | 0.00 | 46,002.79 | 17,414.07 | 28,588.72 | |
| | 3 10/15/2026 | | | 46,002.79 | 15,670.16 | 30,332.63 | 226,555.20 |
| 2026 Totals | | 0.00 | 0.00 | 46,002.79 | 15,670.16 | 30,332.63 | |
| | 4 10/15/2027 | | | 46,002.79 | 13,819.87 | 32,182.92 | 194,372.28 |
| 2027 Totals | | 0.00 | 0.00 | 46,002.79 | 13,819.87 | 32,182.92 | |
| | 5 10/15/2028 | | | 46,002.79 | 11,856.71 | 34,146.08 | 160,226.20 |
| 2028 Totals | | 0.00 | 0.00 | 46,002.79 | 11,856.71 | 34,146.08 | |
| | 6 10/15/2029 | | | 170,000.00 | 9,773.80 | 160,226.20 | 0.00 |
| 2029 Totals | | 0.00 | 0.00 | 170,000.00 | 9,773.80 | 160,226.20 | |
| Grand Totals | | 331,229.34 | 250.00 | 400,013.95 | 68,534.61 | 331,479.34 | |

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1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for its rejection. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.buttermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-policies/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/class-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE AFOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-in Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-in Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

| | | | | | | | | |
|-----------------------------------|-----------------------------------|----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|-----------------------------------|
| FARGO, ND (701) 280-3100 | GRAND FORKS, ND (701) 775-4238 | BISMARCK, ND (701) 223-0890 | MINOT, ND (701) 852-3508 | JAMESTOWN, ND (701) 251-1400 | DICKINSON, ND (701) 456-1400 | HANKINSON, ND (701) 242-7474 | HOOPLE, ND (701) 894-6363 | DEVILS LAKE, ND (701) 665-3800 |
| SIoux FALLS, SD (605) 336-3010 | ABERDEEN, SD (605) 225-6240 | RAPID CITY, SD (605) 342-4850 | PIERRE, SD (605) 224-5400 | HURON, SD (605) 353-1200 | WATERTOWN, SD (605) 954-7100 | FREMONT, NE (402) 721-2800 | KEARNEY, NE (308) 236-4640 | PICKRELL, NE (402) 673-4200 |
| CHADRON, NE (308) 432-5593 | SIDNEY, MT (406) 742-7700 | | | | | | | |



SALES AGREEMENT

DATE Aug 30, 2024

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER CITY OF DEADWOOD
STREET ADDRESS 102 SHERMAN ST
CITY/STATE DEADWOOD, SD COUNTY LAWRENCE
POSTAL CODE 57732-1309 PHONE NO. 605-578-3082
EQUIPMENT James Lee - PHONE NO. 605-578-3082
PRODUCT SUPPORT James Lee - PHONE NO. 605-578-3082
INDUSTRY CODE: GOVT. - CITY - MUNICIPAL (950) PRINCIPAL WORK CODE
POINT OF POSSESSION AT: Deadwood, SD

CUSTOMER NUMBER C21825 Sales Tax Exemption # (if applicable) 466000091 CUSTOMER PO NUMBER

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON INVOICE CASH FINANCIAL SERVICES CONTRACT LEASE
CASH WITH ORDER BALANCE TO FINANCE 0.00 CONTRACT INTEREST RATE 0.00
PAYMENT PERIOD ANNUAL PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: CATERPILLAR MODEL: 140-15AWD YEAR: 2023 NEW USED
STOCK NUMBER: M033930 SERIAL NUMBER: 0EB300893 APPROX HOURS: 13.3
140 15A AWD MOTOR GRADER STARTER, ELEC, EXTREME DUTY LIGHTS, WORKING, PLUS, LED
SNOW ARRANGEMENT HEADLIGHTS, FRONT, HIGH, LED LIGHTS, LED STROBE BEACON
TRANSMISSION, AUTOSHIFT LIGHTS, ROADING, LED CAMERA, REAR VISION
LIGHTS, ARM, FOLD DOWN SEAT BELT MIRRORS, OUTSIDE HEATED 24V
MOLDBOARD, 14' PLUS DIGITAL BLADE SLOPE METER, AWD STABLE BLADE
CUTTING EDGE, 14' BLADE CONTROL,AUTO ARTICULATION FENDERS, FRONT, AWD
END BITS, OVERLAY JOYSTICK CONTROLS, BASIC FENDERS, REAR
BLADE, 14' X 27" X 1" TIRES,14.0R24 MX XSNO+ * G2 MP HEATER, ENGINE COOLANT, 120V
HITCH, TOWING ARTICULATION GUARD LIFT GROUP, FRONT MOUNTING
COLD WEATHER PLUS PACKAGE AWD TANK, FUEL, STANDARD LINES, RIPPER, ADDITIONAL
PRECLEANER, SY-KLONE FAN, STANDARD, AWD CIRCLE SAVER
BASE + 4 (WM,WT-FLOAT,FL,RIP) MOUNT,SNOW WING,FRAME RDY LED LIFT GROUP, MANUAL 1.5" ANSI

TRADE-IN EQUIPMENT
MODEL: 140-15A - CATERPILLAR(AA) YEAR: 2019 SN:N9500258 Expected SMU: 850
VALUE: \$202,250(PAYOUT TO: Butler Machinery) AMOUNT: \$154,155 PAID BY: Dealer
SELL PRICE \$359,071.44
EXT WARRANTY Included
CSA Included
LESS TRADE ALLOWANCE (\$202,250.00)
NET TRADE DIFFERENCE \$156,821.44
TRADE-IN PAYOUT \$154,155.10
BALANCE DUE \$310,976.54

DISCLAIMER OF WARRANTIES
PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.
UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.

MANUFACTURER'S WARRANTY USED EQUIPMENT
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.
12 Months Standard Warranty including 12 Months Mileage.
140-AWD-72 MO/3000 HR PREMIER
When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.
Warranty applicable. See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.

CSA: NEW Cat Customer Value Agreement - National Offer 3 Years 3,000 Hours SOS and Filters
NOTES: PER SOURCEWELL CONTRACT 011723-CAT

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND PURCHASER
BY DATE CITY OF DEADWOOD PURCHASER
Authorized Signature SIGNATURE
SALESMAN Riopel, Beau BUTLER MACHINERY COMPANY / NCRL LLC BUYER

300702-01

CITY OF DEADWOOD-M033930-CAT 140 15AWD-5 YR CONTRACT WITH BALLOON

Compound Period : Annual

Nominal Annual Rate : 6.100 %

CASH FLOW DATA

| Event | Date | Amount | Number | Period | End Date |
|-------------------|------------|------------|--------|--------|------------|
| 1 STARTING AMOUNT | 10/15/2024 | 310,976.54 | 1 | | |
| 2 DOC FEE | 10/15/2024 | 250.00 | 1 | | |
| 3 PAYMENT | 10/15/2025 | 53,451.04 | 4 | Annual | 10/15/2028 |
| 4 PAYMENT | 10/15/2029 | 170,000.00 | 1 | | |

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| | Date | STARTING AMOUNT | DOC FEE | PAYMENT | Interest | Principal | Balance |
|-----------------|--------------|-----------------|---------|------------|-----------|------------|------------|
| STARTING AMOUNT | 10/15/2024 | 310,976.54 | | | | | 310,976.54 |
| DOC FEE | 10/15/2024 | | 250.00 | | 0.00 | 0.00 | 311,226.54 |
| 2024 Totals | | 310,976.54 | 250.00 | 0.00 | 0.00 | 0.00 | |
| 2025 Totals | 1 10/15/2025 | | | 53,451.04 | 18,984.82 | 34,466.22 | 276,760.32 |
| | | 0.00 | 0.00 | 53,451.04 | 18,984.82 | 34,466.22 | |
| 2026 Totals | 2 10/15/2026 | | | 53,451.04 | 16,882.38 | 36,568.66 | 240,191.66 |
| | | 0.00 | 0.00 | 53,451.04 | 16,882.38 | 36,568.66 | |
| 2027 Totals | 3 10/15/2027 | | | 53,451.04 | 14,651.69 | 38,799.35 | 201,392.31 |
| | | 0.00 | 0.00 | 53,451.04 | 14,651.69 | 38,799.35 | |
| 2028 Totals | 4 10/15/2028 | | | 53,451.04 | 12,284.93 | 41,166.11 | 160,226.20 |
| | | 0.00 | 0.00 | 53,451.04 | 12,284.93 | 41,166.11 | |
| 2029 Totals | 5 10/15/2029 | | | 170,000.00 | 9,773.80 | 160,226.20 | 0.00 |
| | | 0.00 | 0.00 | 170,000.00 | 9,773.80 | 160,226.20 | |
| Grand Totals | | 310,976.54 | 250.00 | 383,804.16 | 72,577.62 | 311,226.54 | |

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for its rejection. Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorney's fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.buttermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data-dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

| | | | | | | | | |
|-----------------------------------|-----------------------------------|----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|-----------------------------------|
| FARGO, ND (701) 280-3100 | GRAND FORKS, ND (701) 775-4238 | BISMARCK, ND (701) 223-0890 | MINOT, ND (701) 852-3508 | JAMESTOWN, ND (701) 251-1400 | DICKINSON, ND (701) 456-1400 | HANKINSON, ND (701) 242-7474 | HOOPLE, ND (701) 894-6363 | DEVILS LAKE, ND (701) 665-3800 |
| SIoux FALLS, SD (605) 336-3010 | ABERDEEN, SD (605) 225-6240 | RAPID CITY, SD (605) 342-4850 | PIERRE, SD (605) 224-5400 | HURON, SD (605) 353-1200 | WATERTOWN, SD (605) 954-7100 | FREMONT, NE (402) 721-2800 | KEARNEY, NE (308) 236-4640 | PICKRELL, NE (402) 673-4200 |
| CHADRON, NE (308) 432-5593 | SIDNEY, MT (406) 742-7700 | | | | | | | |

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.

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



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

MEMORANDUM

Date: October 2, 2024
To: Deadwood City Commission
From: Justin Lux, Parking & Transportation Director
Re: Recommendation Purchase 2021 Ford F-150 XLT from Goodrich Motors, Inc

The Parking & Transportation department has utilized a 2013 Dodge Ram pickup for removing deceased animals, moving kiosks, and other miscellaneous duties the department requires. This pickup is no longer able to function due to mechanical and electric issues. Funds were initially included in the 2025 budget to replace this pickup but have since been removed in a city-wide effort to reduce that budget. There are funds available in the Parking & Transportation 2024 budget for this purchase.

I have been searching for the past few weeks for a suitable replacement. I test drove two vehicles. One was a 2022 Ford F-150 with 37,000 miles at a regional dealership. They were asking \$42,573 for this vehicle. I also found a 2021 Ford F-150 with 39,000 miles for \$37,990 at Goodrich Motors. There were also no docking fees. I test drove the pickup and found no issues. I looked up the price range for the 2021 F-150 XLT's and it was \$38,216-\$43,763.

I recommend the purchase of the 2021 Ford F-150 from Goodrich Motors, Inc.

Thank you for your consideration to this matter.

NO: PURCHASE ORDER FOR A MOTOR VEHICLE 10/2/2024
DATE

Goodrich Motors, Inc. City of Deadwood

SELLER PURCHASER'S NAME

630 E Jackson Blvd 102 Sherman St.

STREET ADDRESS STREET ADDRESS

Spearfish SD 57783 DEADWOOD, SD 57732

CITY STATE ZIP CODE CITY STATE ZIP CODE

Casey Goodrich / (605) 578-2082

SALESMAN RESIDENCE PHONE BUSINESS PHONE

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on **BOTH THE FACE AND REVERSE SIDE**, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R. 455, the following applies:

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ENTER MY ORDER FOR THE FOLLOWING: NEW USED DEMONSTRATOR CAR TRUCK

| | | | | | | |
|-------------------|----------|-----------------|--------------------------|-------|-----------------------|--------|
| YEAR | MAKE | MODEL OR SERIES | BODY TYPE | COLOR | TRV | PRICE |
| 2021 | FORD | F-150 | Crew Cab | White | XLT | 39,456 |
| VIN OR SERIAL NO | STOCK NO | | LAST PLATE NO STATE YEAR | | DELIVERED ON OR ABOUT | |
| 1FTFW1E59MFB19011 | A7068 | | | | 10/2/2024 | |

| | | | |
|--|------|------------------|--|
| PRICE OF VEHICLE | \$ | 37,990.00 | |
| VEHICLE PROTECTION PKG. Options | \$ | 0.00 | |
| OTHER CHARGES Title/License | \$ | 0.00 | |
| Doc/Other Fees | \$ | 0.00 | THANK YOU FOR DOING BUSINESS |
| (1) TOTAL CASH DELIVERED PRICE | \$ | 37,990.00 | WITH US. :) |
| TRADE IN ALLOWANCE | \$ | N/A | LAWRENCE |
| LESS. BALANCE DUE ON TRADE IN | \$ (| N/A) | |
| NET ALLOWANCE ON TRADE IN | \$ | 0.00 | |
| CASH DOWNPAYMENT / DEPOSIT | \$ | N/A | |
| | \$ | N/A | |
| (2) TOTAL DOWNPAYMENT | \$ | 0.00 | |
| UNPAID CASH BALANCE (1) MINUS (2) | \$ | 37,990.00 | |
| EXTENDED SERVICE AGREEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | \$ | N/A | DOES THE TITLE(S) TO YOUR TRADE IN VEHICLE(S) INDICATE ANY PRIOR DAMAGE? |
| TOTAL BALANCE DUE ON DELIVERY | \$ | 37,990.00 | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X |
| LIEN PAYOFF TO | N/A | | |

| DESCRIPTION OF TRADE IN #1 | | | | | DESCRIPTION OF TRADE IN #2 | | | | |
|--|------|--|------|---------------|--|-------|-------|------|-------|
| YEAR | MAKE | MODEL | TYPE | COLOR | YEAR | MAKE | MODEL | TYPE | COLOR |
| VIN OR SERIAL NO | | | | | VIN OR SERIAL NO | | | | |
| STOCK NO | | | | | STOCK NO | | | | |
| TITLE NO | | REBUILD | | LAST PLATE NO | | STATE | | YEAR | |
| | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | |
| DAMAGE DISCLOSURE | | | | | DAMAGE DISCLOSURE | | | | |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on **BOTH THE FACE AND REVERSE SIDE**. You are entitled to an exact copy of the order you sign. **PURCHASER ACKNOWLEDGES** he has read and received a completed copy of this order and, if applicable, the window form. **PURCHASER CERTIFIES** he is of majority age and no credit has been extended.

THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

SALESMAN Casey Goodrich PURCHASER'S SIGNATURE X CO PURCHASER'S ADDRESS _____

ACCEPTED BY _____ CO PURCHASER'S SIGNATURE X CITY STATE ZIP _____

DISCLAIMER OF WARRANTY: The dealer expressly disclaims all warranties, either express or implied, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer may provide the purchaser with a separate writing in which the dealer expressly agrees to assume certain obligations which obligations shall not be expanded beyond the terms of such separate writing. The dealer is not a party to any manufacturers' warranty and neither assumes nor authorizes any other person to assume for the dealer any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages. Purchaser acknowledges being so informed in writing prior to sale.

Purchaser's Signature X _____ Co-Purchaser's Signature X _____

J.D. POWER

2021 Ford F150 Crew Cab XLT 4WD Values

Pricing & Values

Prices shown for the used 2021 Ford F-150 Crew Cab XLT 4WD with 39,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

Buy from Dealer

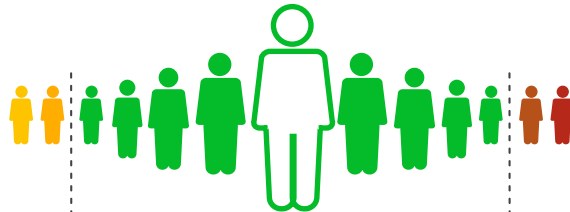
Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer Buy Certified from Dealer ⓘ

Average Price Paid

\$40,053

Data from 16,540 transactions - Updated 09/29/24



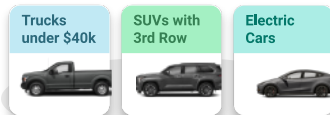
80% of People Paid

\$38,216 - \$43,763

Trade In to Dealer

Prices shown are what people received from a dealer for their trade-in vehicle by condition. [See definitions.](#)

| | |
|--------------------------|-----------------|
| Base Price | \$29,975 |
| Mileage and Options | \$1,375 |
| Rough Condition ⓘ | \$31,350 |
| <hr/> | |
| Base Price | \$31,800 |



Find Your Perfect Car

Browse and filter local cars for sale to discover the perfect car for your needs and lifestyle.

[Search Cars for Sale](#)



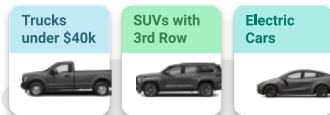
Mileage and Options

Section 10 Item o.

Clean Condition 

\$34,675

Looking for values for your business? [J.D. Power Valuation Services](#) can help.



Find Your Perfect Car

Browse and filter local cars for sale to discover the perfect car for your needs and lifestyle.



14. TRUCK 1/2 TON 4 X 4 SHORT BOX

LAMB MOTORS
FORD F150
CONTRACT #: 17619

| These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes. | | |
|--|-------------------------|--------------------------|
| COLOR | MANUFACTURER COLOR NAME | ADDITIONAL COST (if any) |
| Blue | Atlas Blue | |
| Gray | Carbon Gray | |
| Red | Vermillion Red | \$760 |
| Silver | Iconic Silver | |

- Engine, ~~3.3 V6~~ 2.7 EcoBoost V6
- Transmission, Automatic
- Electronic 4-wheel drive selection
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Box Length 6.5' Extended, 5.5' Crew
- Guard, Skid Plate Package - Manufacturer's Standard
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Brake Controller, Integrated (requires the 2.7 EcoBoost engine)
- Tow Hooks, 2 on Front
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Light, Rear Cargo
- Electric Mirrors, Right & Left Outside
- Seats, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare wheel & Tire Mounted Outside Vehicle
- Tires, All Terrain
- Wiper, Multiple Speed
- Factory Cab Headliner
- Factory Freight

| | | |
|-----------------------------|-----------|-----------------------|
| Delivery Date 60 – 240 days | Base Cost | Extended Cab \$43,988 |
| | | Crew Cab \$45,191 |

- ~~• Engines, Option 2.7 Ecoboost \$1385~~
- Engine, 5.0 V8 \$2500
- Engine, 3.5 Ecoboost Turbo \$2850
- Engines, Hybrid \$6895 – Crew Cab Only
- Axle, Option Ratio Rear, (Contact Vendor) \$450
- Min 6' box length if not standard, Length 6.5' \$400 on Extended, Crew needs larger engine
- Floor Covering, Carpet/Mats \$290
- Light, Spotlight, Roof Mounted 6" \$775
- Seats, Vinyl \$100

| | |
|--|---|
| • Seats, Bucket with console | \$350 – cloth only |
| • Seats, Power Drivers Seat w/Lumbar Support | \$395 |
| • Factory Installed 110v Converter (300-watt min.) | \$590 – requires bucket seat with console |
| • Large Backup Display (list size) 8" | \$150 |
| • Grill Guard | \$1195 |
| • Spray on Bed Liner | \$850 |
| • Tailgate Step | \$695 |
| • Extended Range Fuel Tank (36 gallons) | \$475 |
| • Block Heater | \$150 |
| • Reverse Sensors | \$295 |
| • Fog Lamps | \$180 |
| • Mud Guards (4) | \$300 |
| • Soft Roll Up Tonneau Cover (Truxedo) | \$695 |
| • Tri-Fold Hard Tonneau Cover | \$1525 |
| • Fiberglass Topper Painted to Match | \$4500 |

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



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

MEMORANDUM

Date: September 30, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: Change Order #1 – Whitewood Creek Project Site 1A

Complete Concrete, Inc. has submitted a change order request to Albertson Engineering, Inc. for the Whitewood Creek Restoration Project 1A:

- Decrease amount for deduction for not installing Gravity Blocks at Site 1A by \$32,810.00.
- Increase the amount by \$69,043.00 for installing approximately 92 LF of Toe Wall

The original project cost is \$1,772,423.00. Change Order #1 will increase the project cost by \$36,233.00. This will bring the total contract cost to \$1,808,656.00

Staff and the project engineer have reviewed the request as submitted.

MOTION:

Move to accept change order number one to increase the contract amount by \$36,233.00 for deducting cost of installing gravity blocks and adding Toe Wall for a total project cost of \$1,808,656.00.



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com

3202 W. Main, Suite C
Rapid City, SD 57702

315 N. Main Ave., Suite 200
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A
Winner, SD 57580

CONSTRUCTION CHANGE ORDER NO. 1

Project: Whitewood Creek Restoration – Bid Package 2

AEI Project #: 2020-096.7

Owner: City of Deadwood

Engineer: Albertson Engineering Inc.

Contract Date: April 29, 2024

Date of Issuance: 09/30/2024

Issued to: Complete Concrete, 7201 Mount Rushmore Road, Suite 100, Rapid City, SD 57702

Distribution to: Owner Engineer Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

1. As per attached:
 1. Cost Proposal #1 by Albertson Engineering (7 pages).
 2. Reply to RFP #1 by Complete Concrete (3 pages).

Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CONTRACT STATUS:

| | |
|---|----------------|
| The Original Contract Sum | \$1,772,423.00 |
| Net Change by Previously Authorized Change Orders | \$ -- |
| Contract Sum Prior to This Change Order | \$1,772,423.00 |

| | |
|---|----------------|
| Contract Sum Increase Per This Change Order | \$ 36,233.00 |
| New Contract Sum Will Be | \$1,808,656.00 |

The Contract Time Will Be unchanged and remains the following:

Site 1A & 1B:

December 17, 2024 – Substantial Completion

December 31, 2024 – Final Completion

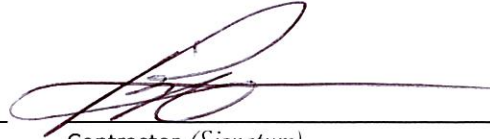


AUTHORIZED SIGNATURES

The persons executing this Agreement hereby represent that they have authorization to sign

Owner (Signature)

(Printed name and title)



Contractor (Signature)

Robert Danielson, Project

(Printed name and title)
manager

CITY OF DEADWOOD

Date

Email

COMPLETE CONCRETE

10/01/24

Date

r.danielson@ccsisd.biz

Email



Engineer (Signature)

Jared Schippers, PE, Principal

(Printed name and title)

Albertson Engineering Inc.

09/30/2024

Date

jared@albertsonengineering.com

Email



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner



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Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A
Winner, SD 57580

REQUEST FOR PROPOSAL

OWNER:

City of Deadwood
108 Sherman St
Deadwood, SD 57732

PROJECT:

Whitewood Creek Restoration – BP #2

PROPOSAL REQUEST NO: 1

TO CONTRACTOR:

Complete Concrete
7201 Mount Rushmore Rd
Rapid City, SD 57702

DATE OF ISSUANCE: September 5, 2024

CONTRACT FOR: All Work

AEI PROJECT NO: 2020-096.7

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. The existing single row gabion blocks on the east side of Site 1A were recently removed from the site by Contractor. With the gabion baskets removed, the condition of the bottom of existing retaining is exposed. Upon further investigation, the wall appears to be in adequate condition with no visible signs of flood damage or undercutting from erosion. Jared Schippers observed an excavator operator test digging in a couple of locations to verify solid bedrock adjacent the bottom of the footing (August 28, 2024). As such, the precast concrete row of blocks as indicated on Sheet S-101 shall be omitted from the project. We understand the precast blocks have already been furnished and stained. For this Proposal Request item, provide a credit proposal to omit the placement of the blocks and cast-in-place concrete cap. The City will take possession of the blocks. Contractor to deliver the blocks to the City storage yard.

2. For the approximate width of 10 Water Street, along the east side of creek, add bottom of existing retaining wall reinforcement similar per detail on Sheet S-100. However, new reinforcement wall shall be 4'-0" (max) tall x 1'-0" (max) wide. The bottom of wall along this portion of the creek is in very poor condition. Field verify lineal footage based on photos below.

REQUESTED BY:

Jared Schippers, PE

Albertson Engineering, Inc

jared@albertsonengineering.com**ATTACHMENTS: PHOTOS (pages 3 thru 7)**



NOTE: EXCAVATOR DUG A FEW TEST PITS WITH JARED SCHIPPERS AND KEVIN KUCHENBECKER PRESENT ON AUGUST 28, 2024. CREEK BOTTOM WAS VERY HARD AND NO SIGNS OF DAMAGE OR UNDERCUTTING FROM EROSION WAS OBSERVED.





NOTE: AREA JUST UPSTREAM FROM PHOTO ON PAGE 3.





NOTE: AREA JUST DOWNSTREAM FROM PHOTO ON PAGE 3.





NOTE: PHOTO TAKEN FROM 10 WATER STREET PROPERTY, LOOKING EAST.





NOTE: PHOTO TAKEN FROM 10 WATER STREET PROPERTY, LOOKING EAST.



Complete

CONCRETE, INC

dba Complete Contracting Solutions

7201 S HWY 16, Suite 100 * Rapid City, SD 57702 * p (605)388-0111 * f (605)388-6139

To: Jared Schippers
Albertson Engineering
3202 W. Main St. Suite C
Rapid City, SD 57702

Date: 09/26/2024

Re: Whitewood Creek Restoration Bid Package 2, Request for Proposal 1

Jared,

Please see our proposal breakdown below concerning RFP 1. Per the RFP we will deliver the Gravity Block purchased for this project as directed to the City of Deadwood. Also, please note that we also have purchased the re-bar for the concrete cap, and therefore no credit is available for those materials, only the labor to install has been included in the deduct proposal.

Deduct: **(-\$32,810.00)**

Please review the attached spreadsheet for a complete breakdown of items and values.

Added work:

Concerning the additional concrete base wall as requested within the RFP, please note the following.

We have included as a part of the proposal an allowance for Flowable Fill to in-fill the voids present at the areas below the existing bottom of the concrete retaining wall.

Add for the additional work is: **\$69,043.00**

Please see attached spreadsheet for complete breakdown of values.

| ITEM | DESCRIPTION | VALUES |
|------|--|----------------|
| 1 | Add Value for installing approximately 92 LF of Toe Wall | \$69,043.00 |
| 2 | Deduct for not installing Gravity Blocks at Site 1-A | (-\$32,810.00) |
| 3 | Total Add Proposal for RFP 1 | \$36,233.00 |

Respectfully,

Complete Concrete, Inc.
Rob Danielson

| SEC | | MAT QTY | UT | UNIT COST | DIRECT MATERIAL | LAB QTY | UT | UNIT COST | DIRECT LABOR | SUBS | EQUIP. | TOTAL COSTS |
|-----|------------------------------------|---------|-----|-----------|-----------------|---------|----|-----------|--------------|------|-----------|-------------|
| | RFP 1 Deducts | | | | | | | | | | | |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | Gravity Blocks | 90 | EA | 115.00 | \$10,350 | | | | \$0 | | | \$10,350 |
| | Prep Bedding | 140 | TN | -35.00 | (\$4,900) | 90 | HR | -55.00 | (\$4,950) | | (\$1,800) | (\$11,650) |
| | Set Blocks | 90 | EA | -20.00 | (\$1,800) | 80 | HR | -55.00 | (\$4,400) | | (\$2,500) | (\$8,700) |
| | Concrete Cap (Concrete) | 11 | CY | -200.00 | (\$2,200) | 60 | HR | -55.00 | (\$3,300) | | (\$250) | (\$5,750) |
| | Re-Bar | 1650 | LB | 0.75 | \$1,238 | 1650 | LB | -0.55 | (\$908) | | (\$100) | \$230 |
| | Stain (300 SF per Gal Coverage) | 7 | GL | 250.00 | \$1,750 | 16 | HR | 55.00 | \$880 | | \$50 | \$2,680 |
| | Added Dowels for above per Addenda | 180 | EA | -7.50 | (\$1,350) | 45 | HR | -55.00 | (\$2,475) | | (\$125) | (\$3,950) |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$3,088 | | | | (\$15,153) | \$0 | (\$4,725) | (\$16,790) |
| | | 6 % | TAX | | \$185 | 0 % | LB | | \$ - | | | \$185 |

| | | | | | |
|--|-----------------------------------|--|----|--------|------|
| | Per Diem @ \$90,00 per man day | | DY | 100 | \$ - |
| | Subcontractors | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total Subcontractors | | | | \$ - |
| | Subcontractor Liability Insurance | | | 1% | \$ - |
| | Subtotal | | | | \$ - |
| | Subcontractor Margin @ 10 % | | | 10.00% | \$ - |
| | | | | | \$ - |

| | | | |
|--|----------------------|-------|-------------|
| | SUBTOTAL | | (\$16,605) |
| | ADJUSTMENT | | \$0 |
| | SUBTOTAL | | (\$16,605) |
| | LABOR BASED MARGIN | 1.00 | (\$15,153) |
| | SUBTOTAL | | (\$31,757) |
| | OTHER % BASED MARGIN | 0.00 | \$0 |
| | SUBTOTAL | | (\$31,757) |
| | SUBCONTRACTORS | | \$ - |
| | SUBTOTAL | | (\$31,757) |
| | PER DIEM | | \$ - |
| | SUBTOTAL | | \$ (31,757) |
| | BOND % | 1.25 | (\$397) |
| | SUBTOTAL | | \$ (32,154) |
| | BOND % | | |
| | | | |
| | EX TAX % | 2.041 | (\$656) |
| | TOTAL | | (\$32,810) |

Complete

C O N C R E T E, I N C
dba Complete Contracting Solutions

7201 S HWY 16, Suite 100 * Rapid City, SD 57702 * p (605)388-0111 * f (605)388-6139

To: Jared Schippers
Albertson Engineering
3202 W. Main St. Suite C
Rapid City, SD 57702

Date: 09/26/2024

Re: Whitewood Creek Restoration Bid Package 2, Request for Proposal 1

Jared,

Please see our proposal breakdown below concerning RFP 1. Per the RFP we will deliver the Gravity Block purchased for this project as directed to the City of Deadwood. Also, please note that we also have purchased the re-bar for the concrete cap, and therefore no credit is available for those materials, only the labor to install has been included in the deduct proposal.

Deduct: **(-\$32,810.00)**

Please review the attached spreadsheet for a complete breakdown of items and values.

Added work:

Concerning the additional concrete base wall as requested within the RFP, please note the following.

We have included as a part of the proposal an allowance for Flowable Fill to in-fill the voids present at the areas below the existing bottom of the concrete retaining wall.

Add for the additional work is: **\$69,043.00**

Please see attached spreadsheet for complete breakdown of values.

| ITEM | DESCRIPTION | VALUES |
|------|--|----------------|
| 1 | Add Value for installing approximately 92 LF of Toe Wall | \$69,043.00 |
| 2 | Deduct for not installing Gravity Blocks at Site 1-A | (-\$32,810.00) |
| 3 | Total Add Proposal for RFP 1 | \$36,233.00 |

Respectfully,

Complete Concrete, Inc.
Rob Danielson



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

3202 W. Main, Suite C
Rapid City, SD 57702

315 N. Main Ave., Suite 200
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A
Winner, SD 57580

REQUEST FOR PROPOSAL

OWNER:

City of Deadwood
108 Sherman St
Deadwood, SD 57732

PROJECT:

Whitewood Creek Restoration – BP #2

PROPOSAL REQUEST NO: 1

TO CONTRACTOR:

Complete Concrete
7201 Mount Rushmore Rd
Rapid City, SD 57702

DATE OF ISSUANCE: September 5, 2024

CONTRACT FOR: All Work

AEI PROJECT NO: 2020-096.7

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. The existing single row gabion blocks on the east side of Site 1A were recently removed from the site by Contractor. With the gabion baskets removed, the condition of the bottom of existing retaining is exposed. Upon further investigation, the wall appears to be in adequate condition with no visible signs of flood damage or undercutting from erosion. Jared Schippers observed an excavator operator test digging in a couple of locations to verify solid bedrock adjacent the bottom of the footing (August 28, 2024). As such, the precast concrete row of blocks as indicated on Sheet S-101 shall be omitted from the project. We understand the precast blocks have already been furnished and stained. For this Proposal Request item, provide a credit proposal to omit the placement of the blocks and cast-in-place concrete cap. The City will take possession of the blocks. Contractor to deliver the blocks to the City storage yard.

2. For the approximate width of 10 Water Street, along the east side of creek, add bottom of existing retaining wall reinforcement similar per detail on Sheet S-100. However, new reinforcement wall shall be 4'-0" (max) tall x 1'-0" (max) wide. The bottom of wall along this portion of the creek is in very poor condition. Field verify lineal footage based on photos below.

REQUESTED BY:

Jared Schippers, PE

Albertson Engineering, Inc

jared@albertsonengineering.comATTACHMENTS: PHOTOS (pages 3 thru 7)**Albertson Engineering Inc.**

605-343-9606

*www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner*



NOTE: EXCAVATOR DUG A FEW TEST PITS WITH JARED SCHIPPERS AND KEVIN KUCHENBECKER PRESENT ON AUGUST 28, 2024. CREEK BOTTOM WAS VERY HARD AND NO SIGNS OF DAMAGE OR UNDERCUTTING FROM EROSION WAS OBSERVED.



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner



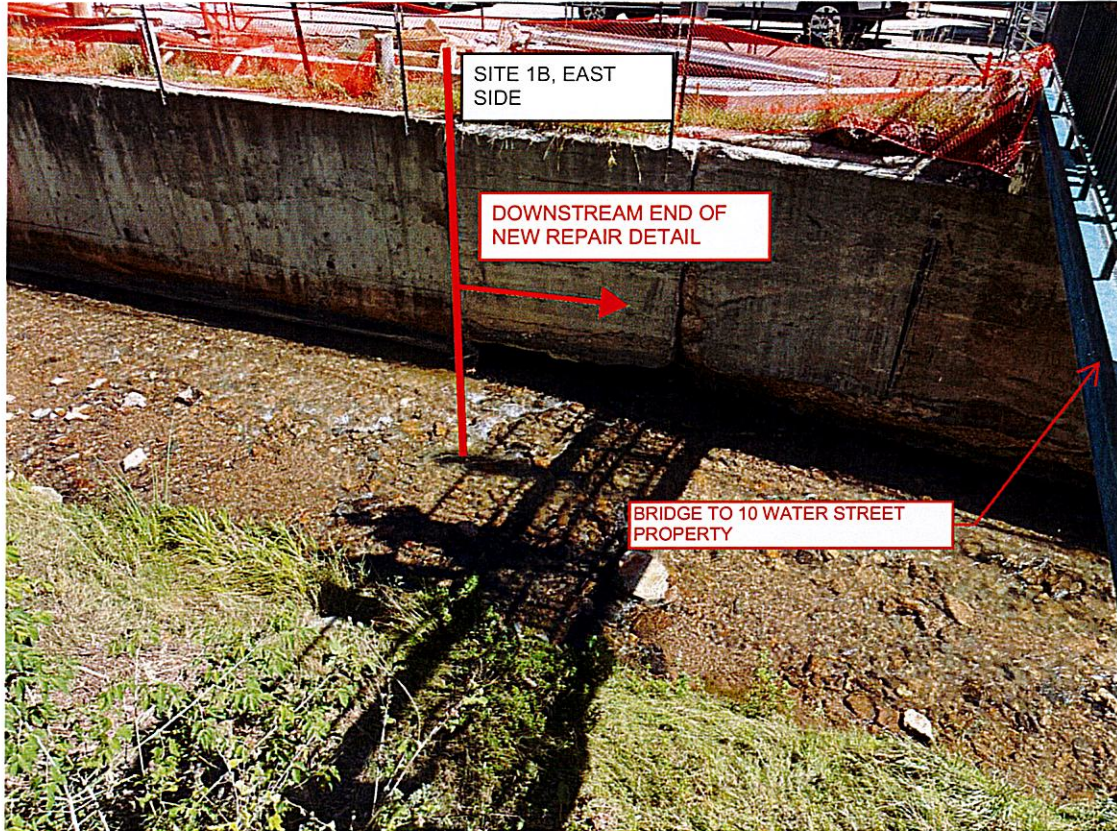
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NOTE: AREA JUST DOWNSTREAM FROM PHOTO ON PAGE 3.





NOTE: PHOTO TAKEN FROM 10 WATER STREET PROPERTY, LOOKING EAST.





NOTE: PHOTO TAKEN FROM 10 WATER STREET PROPERTY, LOOKING EAST.



| SEC | | MAT QTY | UT | UNIT COST | DIRECT MATERIAL | LAB QTY | UT | UNIT COST | DIRECT LABOR | SUBS | EQUIP. | TOTAL COSTS |
|-----|------------------------------------|---------|-----|-----------|-----------------|---------|----|-----------|--------------|------|-----------|-------------|
| | RFP 1 Deducts | | | | | | | | | | | |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | Gravity Blocks | 90 | EA | 115.00 | \$10,350 | | | | \$0 | | | \$10,350 |
| | Prep Bedding | 140 | TN | -35.00 | (\$4,900) | 90 | HR | -55.00 | (\$4,950) | | (\$1,800) | (\$11,650) |
| | Set Blocks | 90 | EA | -20.00 | (\$1,800) | 80 | HR | -55.00 | (\$4,400) | | (\$2,500) | (\$8,700) |
| | Concrete Cap (Concrete) | 11 | CY | -200.00 | (\$2,200) | 60 | HR | -55.00 | (\$3,300) | | (\$250) | (\$5,750) |
| | Re-Bar | 1650 | LB | 0.75 | \$1,238 | 1650 | LB | -0.55 | (\$908) | | (\$100) | \$230 |
| | Stain (300 SF per Gal Coverage) | 7 | GL | 250.00 | \$1,750 | 16 | HR | 55.00 | \$880 | | \$50 | \$2,680 |
| | Added Dowels for above per Addenda | 180 | EA | -7.50 | (\$1,350) | 45 | HR | -55.00 | (\$2,475) | | (\$125) | (\$3,950) |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$3,088 | | | | (\$15,153) | \$0 | (\$4,725) | (\$16,790) |
| | | 6 % | TAX | | \$185 | 0 % | LB | | \$ - | | | \$185 |

| | | | | | |
|--|-----------------------------------|--|----|--------|------|
| | Per Diem @ \$90,00 per man day | | DY | 100 | \$ - |
| | Subcontractors | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total Subcontractors | | | | \$ - |
| | Subcontractor Liability Insurance | | | 1% | \$ - |
| | Subtotal | | | | \$ - |
| | Subcontractor Margin @ 10 % | | | 10.00% | \$ - |
| | | | | | \$ - |

| | | |
|----------------------|-------|-------------|
| SUBTOTAL | | (\$16,605) |
| ADJUSTMENT | | \$0 |
| SUBTOTAL | | (\$16,605) |
| LABOR BASED MARGIN | 1.00 | (\$15,153) |
| SUBTOTAL | | (\$31,757) |
| OTHER % BASED MARGIN | 0.00 | \$0 |
| SUBTOTAL | | (\$31,757) |
| SUBCONTRACTORS | | \$ - |
| SUBTOTAL | | (\$31,757) |
| PER DIEM | | \$ - |
| SUBTOTAL | | \$ (31,757) |
| BOND % | 1.25 | (\$397) |
| SUBTOTAL | | \$ (32,154) |
| BOND % | | |
| | | |
| EX TAX % | 2.041 | (\$656) |
| TOTAL | | (\$32,810) |

| SEC | RFP 1 Added Work | MAT QTY | UT | UNIT COST | DIRECT MATERIAL | LAB QTY | UT | UNIT COST | DIRECT LABOR | SUBS | EQUIP. | TOTAL COSTS |
|-----|--|---------|----|-----------|-----------------|---------|-----|-----------|--------------|------|---------|-------------|
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | Set Diversion | 1 | LS | 2500.00 | \$2,500 | 60 | HR | 55.00 | \$3,300 | | \$1,500 | \$7,300 |
| | Pumping Costs | 24 | DY | 25.00 | \$600 | 36 | HR | 55.00 | \$1,980 | | \$550 | \$3,130 |
| | Excavation | 28 | CY | 7.50 | \$210 | 11 | HR | 55.00 | \$605 | | \$450 | \$1,265 |
| | Epoxy Dowels Allowance (Assume all is dowe | 151 | EA | 9.25 | \$1,397 | 15 | HR | 55.00 | \$825 | | \$125 | \$2,347 |
| | Epoxy Hooks Allowance | 151 | EA | 9.25 | \$1,397 | 15 | HR | 55.00 | \$825 | | \$125 | \$2,347 |
| | Re-Bar for all | 2000 | LB | 0.75 | \$1,500 | 2000 | LB | 0.55 | \$1,100 | | \$105 | \$2,705 |
| | Forms | 420 | SF | 4.50 | \$1,890 | 72 | HR | 55.00 | \$3,960 | | \$500 | \$6,350 |
| | Concrete | 30 | CY | 2.15 | \$65 | 40 | HR | 55.00 | \$2,200 | | \$150 | \$2,415 |
| | Pump Allowance | 1 | EA | 1500.00 | \$1,500 | 1 | HR | 55.00 | \$55 | | | \$1,555 |
| | Strip | 420 | SF | 0.25 | \$105 | 32 | HR | 55.00 | \$1,760 | | \$75 | \$1,940 |
| | Grout allowance | 400 | SF | 0.25 | \$100 | 30 | HR | 55.00 | \$1,650 | | \$75 | \$1,825 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | Allowance for fill of voids in existing | | | | \$0 | | | | \$0 | | | \$0 |
| | Temp Forms | 220 | SF | 4.50 | \$990 | 40 | HR | 55.00 | \$2,200 | | \$150 | \$3,340 |
| | Controlled Density Fill | 20 | CY | 150.00 | \$3,000 | 20 | HR | 55.00 | \$1,100 | | \$50 | \$4,150 |
| | Pump Allowance | 1 | LS | 1200.00 | \$1,200 | 1 | HR | 55.00 | \$55 | | | \$1,255 |
| | Strip Forms | 1 | LS | 25.00 | \$25 | 20 | HR | 55.00 | \$1,100 | | \$75 | \$1,200 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
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| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$0 | | | | \$0 | | | \$0 |
| | | | | | \$16,478 | | | | \$22,715 | \$0 | \$3,930 | \$43,123 |
| | | | | | 6% TAX | \$989 | 0 % | LB | \$- | | | \$989 |

| | | | | |
|-----------------------------------|--|----|--------|------|
| Per Diem @ \$90,00 per man day | | DY | 100 | \$ - |
| Subcontractors | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Subcontractors | | | | \$ - |
| Subcontractor Liability Insurance | | | 1% | \$ - |
| Subtotal | | | | \$ - |
| Subcontractor Margin @ 10 % | | | 10.00% | \$ - |
| | | | | \$ - |

| | | |
|----------------------|-------|-----------|
| SUBTOTAL | | \$44,112 |
| ADJUSTMENT | | \$0 |
| SUBTOTAL | | \$44,112 |
| LABOR BASED MARGIN | 1.00 | \$22,715 |
| SUBTOTAL | | \$66,827 |
| OTHER % BASED MARGIN | 0.00 | \$0 |
| SUBTOTAL | | \$66,827 |
| SUBCONTRACTORS | | \$ - |
| SUBTOTAL | | \$66,827 |
| PER DIEM | | \$ - |
| SUBTOTAL | | \$ 66,827 |
| BOND % | 1.25 | \$835 |
| SUBTOTAL | | \$ 67,662 |
| BOND % | | |
| EX TAX % | 2.041 | \$1,381 |
| TOTAL | | \$69,043 |

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



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

MEMORANDUM

Date: September 27, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
 Mike Runge, Archivist
Re: Approval to purchase John S. McClintock Collection

The Historic Preservation Commission was approached by Betty Mitchell and Richard Olesen to offer the John S. McClintock Collection to the City of Deadwood for \$32,000.00. The collection includes a finance ledger of McClintock along with his personal scrapbook. There is valuable Deadwood history in this collection.

Staff has been negotiating the price of the collection and the asking price has been reduced to \$22,000.00. There is money available in the acquisition line item to cover the costs of purchasing this collection.

The Historic Preservation Commission recommends to the City Commission to purchase the John S. McClintock Collection from Betty Mitchell and Richard Olesen in the amount of \$22,000.00 to be paid out of the Collections and Acquisition line item.

Recommended Motion: *Move to purchase the John S. McClintock Collection from Betty Mitchell and Richard Olesen in the amount of \$22,000.00 to be paid out of the Collections and Acquisition line item.*

John S. McClintock Collection

Description:

1896 Deadwood city finance ledger used by John S. McClintock (1847-1942), as his personal album and scrapbook. McClintock was an 1876 Black Hills Pioneer, author of Pioneer Days in the Black Hills, proprietor of the Deadwood-Spearfish Stage Line and the Deadwood Opera House.

In addition to the book is an original J.S. McClintock Pioneer Stage Lines-Days of 76 letterhead with handwritten notes by McClintock, a 1941 dated photo of John sitting in the outside entrance of the Adams Museum, a large original photograph of McClintock's Concord Spearfish-Deadwood stagecoach in front of Masonic Temple in Deadwood, its pre 1920 original storefront façade intact, a later large posed photograph of McClintock's mud wagon with early Chamber of Commerce staff in costume and McClintock's typed 3 page account "The Murder of Hoffman by Ed Durham."

Of Note:**Page 33**

George Ayres account of the Hickok-McCandless shooting in Nebraska which filled in the missing information for McClintock's book and Ayre's future relationship to presiding Justice Towle who ruled over arrest of Hickok.

Page 60

Additions to Adams Museum

Page 89

T. Grier Homestake/Hearst vs Big Mis M Co

Page 103

Sol Star's ink stamp on top of page

Page 112

Signed rebuttal letter by McClintock to editor of Rapid City Journal concerning date of notorious Indian beheading on August 2, 1876

Page 131

Death notice of Harvey Fellows, longest running stage driver in the nation from accident during Days of 76 Parade on McClintock's coach

Page 138

Handwritten letter by McClintock regarding Hickok's killings in Kansas

Page 184

Merchants Bank letter 1889

Page 185

Endorsement letter for Assayer of Mines in Deadwood to President Woodrow Wilson

Page 231

Deadwood Opera House mortgage 1891

Page 279

Photo of McClintock and two others holding two pistols outside Adams Museum with Martin and Mason Hotel in background

Page 297

50th Black Hills Pioneer Banquet (J.S. McClintock's handwritten note unable to attend at 92 years old)

Provenance:

Direct from McClintock family May 2024

Value: \$ 38,000.00

Appraiser: Peggy A. Aplern
#APLO320

Date: 8-14-2024

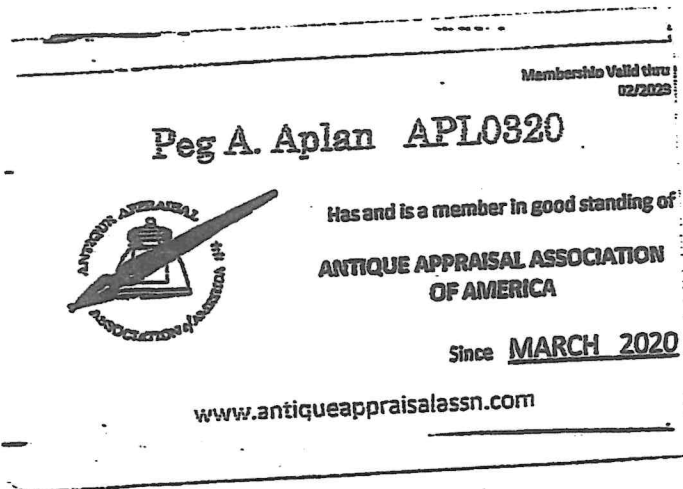
My husband and partner was an avid collector and dealer of antique firearms, fine art, cowboy and Indian collectibles for sixty years. James O. Aplan was a state historian, inducted into South Dakota Hall of Fame. He received the Herb Blakely Award and many other recognitions. I was by his side, typing, researching and marketing items. Many one of a kind, by recognized artists or of historic value. We worked in and with many museums and collections. With his passing I will continue to do certified appraisals.

For years I have been in the West River History Conference and presently serve as President. I was on the board at Old Fort Meade Museum and served as head of the board of directors for years. I presently own Antiques and Art, which I owned with my husband for thirty years. We traveled to shows, did appraisals for museums and enjoyed collecting. We researched and I did several presentations. My awards: 2015 Directors Presentation Award, 2013 Governor's Award for History, and 2020 Herb Blakely Award.

I enjoy books, research, appraising, and marketing. I have been an internet marketer of books and ephemera since 1995.

I am certified by the ANTIQUE APPRAISAL ASSOCIATION OF AMERICA, in good standing.

Peggy A. Aplan APL0320





Deadwood Volunteer Fire Department

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

Date: October 2, 2024

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Purchase of Electric Battery Powered Fan

The Fire Department is requesting the purchase of a 20-inch battery powered fan at a cost not exceeding \$5325.00. This will come out of the Fire Department equipment budget; it is budgeted item for the year 2024. This will be purchased from M & T Fire. This will add to our current inventory of fans, we only have one electric fan to use on incidents currently. An electric fan does not require oxygen to operate as a gas engine powered one does. This will make it safer in areas where carbon monoxide will create a dangerous situation.

Thank you for your time and consideration.

Regards

Alex L. Hamann
Deadwood Volunteer Fire Chief



M & T Fire and Safety
105 Kasan Ave PO Box 167
Volga, SD 57071
(605) 627-5165
acct@mtfiresafety.com
mtfiresafety.com

ADDRESS

Deadwood Volunteer Fire
Department
737 Main Ave
Deadwood, SD 57732-1015

SHIP TO

Deadwood Volunteer Fire
Department
737 Main Ave
Deadwood, SD 57732-1015

Estimate 12847

DATE 09/13/2024

SALESMAN

jb

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|----------|-----------|
| V20-BD-SP SuperVac, 20" PPV with Shore Power, No Battery, No Charger 8-9 week delivery from time of order. | 1 | 5,325.00 | 5,325.00T |

| | | | |
|--|---|------|-------|
| `Freight Freight (actual freight to be charged at time of invoicing) | 1 | 0.00 | 0.00T |
|--|---|------|-------|

Estimates are good for 30 days unless specified otherwise.

Returned items are subject to restocking fees.

| | |
|-----------------|----------|
| SUBTOTAL | 5,325.00 |
| TAX (0%) | 0.00 |

TOTAL \$5,325.00

Accepted By

Accepted Date