



City Commission Regular Meeting Agenda

Monday, November 06, 2023 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 October 16, 2023 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for November 6, 2023

5. **Items from Citizens on Agenda**

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 hire Edward Allen as full-time (non-certified) police officer at \$23.22 per hour effective November 12, 2023 pending pre-employment screening.
- b. Permission to hire Fatih Gokce as Community Service Officer at \$19.00 per hour (D9 rank) effective November 8, 2023 pending pre-employment screening.
- c. Permission to promote James Olson to Sergeant I at \$29.71 per hour, effective November 12, 2023.
- d. Permission to accept resignation from Para-transit Driver Kathryn Larsen effective November 10, 2023.
- e. Permission to advertise in-house for 5 days and also with outside sources for Para-Transit Driver at \$15.66 per hour.
- f. Permission to increase wage of Garrett Eklund to \$26.00 per hour (D16 rank) effective November 12, 2023 due to completing CDL certification.
- g. Permission to remove Mt. Moriah seasonal ticket booth attendants from payroll; Ruth Durst, Gertrude Anderson, David Trentz, Phyllis Fleming and Douglas White effective October 15, 2023.

- h. Approve revised job description for Community Service Officer.
- i. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers.
- j. Permission to pay Select Stone in the amount of \$4,888.50 for replacement stone and caps on the Welcome Center pedestrian wall, due to damage done by equipment and salt erosion. (To be paid by Streets repair budget.)
- k. Acknowledge SD Wildland Fire Grant in the amount of \$10,000.00 for the purchase ten sets of personnel protective gear for the Fire Department.
- l. Permission to purchase 28 tons of De-Icing salt from BlackStrap, Inc, at a cost not to exceed \$4,900.00. (To be paid from Streets supplies budget.)
- m. Permission to pay M.S. Mail \$3,500.00 to print and mail the 2024 Neighborhood Block Club Calendar. (To be paid from HP Public Education and Block Club line items.)
- n. Acknowledge upgrade of iWorQ software for License and Contractor License Management modules in the total amount of \$1,500.00. (To be paid by Data Processing and Building Inspector Professional Services budgets.)
- o. Permission for Mayor to sign Permanent, Temporary and Utility Easements associated with the FEMA/Whitewood Creek Project.
- p. Permission to purchase 5,500 gallons of diesel at \$3.73 per gallon from Southside Oil.
- q. Permission to pay Summit Fire Protection in the amount of \$4,671.00 for annual fire extinguisher inspection for all public buildings (to be paid out of the Public Buildings Professional Services budget).
- r. Renew Liquor and Wine Licenses for 2024, pending payment of Business Improvement District and property taxes.

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for SnoCross Events: waiver of user fees at the Event Complex Monday, January 22 through Sunday, January 28, 2024.
- b. Set public hearing on November 20 for New Year's Eve Ball Drop Event: Main Street closure from Pine Street to Lee Street from 11:50 pm. on December 31, 2023 to 12:10 a.m. on January 1, 2024 for the New years Eve Ball Drop at the Franklin Hotel.
- c. Set public hearing on November 20 for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 9 from 5:00 p.m. to 10:00 p.m., Saturday, February 10 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends and waiver of banner fees for sponsors on Saturday, February 10, 2024.

- d. Set public hearing on November 20 for St. Patrick's Day Events: open container in zones 1 and 2 on Friday, March 15 from 5:00 p.m. to 10:00 p.m. and Saturday, March 16 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 16 from noon until parade ends; street closure on Main Street from Wall Street to Pine Street at noon on Saturday, March 16 to 6:00 a.m. on Sunday, March 17 and waiver of banner fees for sponsors on Saturday, March 16, 2024.
- e. Set public hearing on November 20 for Back When They Bucked Event: waiver of user fees Wednesday, May 22 through Tuesday, May 28 and open container from 9:00 a.m. to 9:00 p.m. on Sunday, May 26, 2024 at Event Complex.
- f. Set public hearing on November 20 for 3 Wheeler Rally Event: street closure on Main Street from Wall St. to Deadwood St. for motorcycle parking on Wednesday, July 10 from 2:00 p.m. to 4:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Thursday, July 11 from 8:30 p.m. until parade ends; open container Sunday, July 7 though Thursday, July 11, 2024 from 11:00 a.m. to 10:00 p.m. each day at Event Complex.

9. **Old Business**

10. **New Business**

- a. First Reading of Ordinance No. 1386 Amending Chapter 17.08 and Chapter 17.100.030 of Title 17 regarding spot zoning.
- b. First Reading Ordinance #1388 - 2024 Budget Appropriations
- c. Act as Board of Adjustment to approve/deny the Final Plat - Creating Property Lines and Transfer of Property for PSF, LLC at The Summit at Deadwood Stage Run legally described as: Plat of Lot 12, Block 5 and Dedicated Public Right of Way of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW1/4 of Section 14, the SE1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.
- d. Permission for Mayor to sign Agreement with Iron Outfitter Waste Services (dba Sander Sanitation) for garbage service from January 1, 2024 through December 31, 2028.
- e. Permission to purchase new brake pads with installation for five trolleys from Pit Crew 2 You at a cost not to exceed \$5,000.00. (To be paid from Trolley supplies.)
- f. Permission for the Mayor to sign the 2019 Infrastructure Disaster Recovery Program Agreement with the South Dakota Department of Public Safety for the FEMA project #123108 and appoint Planning, Zoning and Historic Preservation Officer, Kevin Kuchenbecker as a designee. This agreement shall be for an amount up to \$6,817,500.00.
- g. Permission to accept quote for engineering services for the Deadwood Hill Trailhead parking lot for construction document and design services with FMG Engineering in the amount \$34,650.00. (To be paid by Parking & Transportation Professional Services budget.)

- h. Permission for Mayor to sign contract with CivicRec for Parks, Recreation and Events Management software in the amount of \$5,750.00. (To paid by Rec.Center Professional services budget.)
- i. Permission to hire Rasmussen Mechanical to replace the ultra-violet water treatment at the Rec Center as a cost not to exceed \$9,397.00. (To be paid from Rec Center Equipment budget.)
- j. Permission to hire K4 Trails at a cost of \$19,490.00 to construct 3,878 linear feet of recreational trail from Mt. Moriah Cemetery to Van Buren Avenue on City property as part of the Deadwood Master Plan Trail system. (To be paid through BID 8 and MSI funds.)

11. Informational Items and Items from Citizens

- a. Observance of Veteran's Day - Deadwood City Hall and Deadwood Library will be closed on Friday, November 10. Deadwood Rec. Center will be closed on Saturday, November 11, 2023.

12. Executive Session

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

13. Adjournment

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

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

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

REGULAR MEETING, OCTOBER 18, 2023

The Regular Session of the Deadwood City Commission convened on Monday, October 18, 2023 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Gary Todd. Commission Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of October 2 , 2023. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the October 16, 2023 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	83.88
ALBERTSON ENGINEERING	PROJECT	16,820.22
AMAZON CAPITAL	SUPPLIES	394.52
AMAZON	SERVICE	106.53
API SYSTEMS INTEGRATORS	SERVICE	380.00
AVID4 ENGINEERING	SERVICE	1,560.00
BH CHEMICAL	SUPPLIES	1,751.14
BH ENERGY	SERVICE	28,951.54
BH PIONEER	SERVICE	347.46
BRYANT, LINDA	PROJECT	2,183.25
CENTURY BUSINESS PRODUCTS	CONTRACT	260.14
CHAPTER Y - PEO	POINSETTIAS	150.00
COMPLETE CONCRETE	PROJECT	18,451.12
CULLIGAN	SUPPLIES	102.20
DEADWOOD CHAMBER	BILL LIST	87,180.35
DEADWOOD CHAMBER - SQUARE	CONCERT	5,000.00
DVFD	REIMBURSEMENT	306.10
DEADWOOD HISTORY	SERVICE	220.00
DRUMMOND, NICHOLAS	PROJECT	10,000.00
ECOLAB	SERVICE	220.44
FASTENAL	SUPPLIES	109.58
FIB CREDIT CARDS	SUPPLIES	820.22
GOLDEN WEST	SERVICE	5,977.50
GUNDERSON, PALMER, NELSON	SERVICE	1,847.07
HILLYARD	SUPPLIES	325.69
HOOPLA	SERVICE	70.69
IPS GROUP	SERVICE	7,967.70
J & J TRUCK & AUTO BODY	SERVICE	22,655.27
JERRY GREER'S ENGINEERING	SERVICE	15.00
JLG ARCHITECTS	PROJECT	2,690.00
JOE DIRT SEPTIC & DRAIN	SERVICE	624.00
KNECHT	GRANTS	5,302.73
KONE CHICAGO	MAINTENANCE	537.17
LAWRENCE CO. REGISTER	SERVICE	720.00
LAWSON PRODUCTS	SUPPLIES	205.90
LEAD-DEADWOOD SANITARY	SERVICE	29,424.55
LYNN'S	SUPPLIES	132.50
M & T FIRE AND SAFETY	SUPPLIES	2,920.00
MARTINISKO, SHARON	REIMBURSEMENT	91.80
MICROSOFT	SERVICE	697.12
MORRISON, RONDA	SERVICE	1,700.00
MR. LIFTER'S	PROJECT	12,988.88
MS MAIL	SERVICE	30.00
NHS OF THE BLACK HILLS	SERVICE	3,204.50
NORTHERN TRUCK EQUIPMENT	SNOWPLOW	15,445.00
NORTHWEST PIPE FITTINGS,	SUPPLIES	1,337.98
ONSITE FIRST AID	SUPPLIES	496.06
PASTPERFECT SOFTWARE	RENEWAL	812.00
QUICK SIGNS	SERVICE	59.77
RATH ELECTRIC	SERVICE	558.55
RCS CONSTRUCTION	PROJECT	21,343.95
RIDGELINE L.L.C.	PROJECT	10,000.00
ROCKSTARZ CONCRETE DESIGN	PROJECT	6,083.00
ROSENBAUER SOUTH DAKOTA	TRUCK	409,762.00
SABO CONSTRUCTION	PROJECT	63,000.00
SACRISON ASPHALT	PROJECT	728.00
SANDER SANITATION	SERVICE	14,348.90
SANITATION PRODUCTS	SERVICE	891.87
SCHLOSSER CONSTRUCTION	project	25,840.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	SALES TAX	8,303.95
SD PLANNERS ASSOCIATION	REGISTRATION	150.00
SD PUBLIC ASSURANCE ALLIANCE	RENEWAL	200,849.73
SERVALL	SUPPLIES	1,220.04
SOUTH DAKOTA 811	SERVICE	112.00
SPEARFISH BUILDING & SUPPLY	PROJECT	70.97
STRETCH'S	SERVICE	811.38
SUMMIT FIRE PROTECTION	SERVICE	284.75
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	2,296.25
TRUGREEN	SERVICE	4,152.67
TWIN CITY HARDWARE	GRANTS	4,236.56

REGULAR MEETING, OCTOBER 18, 2023

ULINE	SUPPLIES	429.24
VERIZON CONNECT NWF	SERVICE	92.95
VIGILANT BUSINESS SOLUTION	SERVICE	813.00
WEST RIVER HISTORY CONFERENCE	REGISTRATION	310.00
WEST RIVER TRAILER SALES	SUPPLIES	599.98
WESTERN STATES FIRE PROTECTION	SERVICE	320.00

Total \$1,101,716.86

CONSENT

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

- A. Permission to accept resignation from Community Service Officer Jace Edlund effective September 30, 2023.
- B. Permission to advertise in-house for five days and with outside sources for Community Service Officer (CSO) at \$19.00 per hour. (D9 rank)
- C. Permission to hire Michael Bachand as part-time Trolley Driver at \$15.66 per hour effective October 17, 2023 pending pre-employment screening.
- D. Permission to transfer Michael Olsen from part-time Mt. Moriah booth attendant to part-time Rec Center receptionist at \$14.33 per hour effective October 15, 2023.
- E. Permission to approve updated job descriptions for Police Sergeant I and II.
- F. Permission for the Mayor to sign Independent Contract for Profession Services with Cindy Schneringer and the Planning & Zoning Office in the amount not to exceed \$5,000.00 per Contract. (To be paid by Planning & Zoning professional services budget.)
- G. Allow use of public property for Winters Fat Classic on Saturday, February 3, 2024
- H. Permission to purchase 5,500 gallons of fuel from South Side Service at \$3.06 per gallon with total not to exceed \$16,830.00. (To be paid by Streets Supply budget.)
- I. Permission for the Mayor to sign Quit Claim Deed for Deadwood Stage Run Park from The Summit at Deadwood Stage Run, LLC.
- J. Permission for Mayor to sign contract with Monument Health Hospital for use of swimming pool from November 1, 2023 through October 31, 2024.
- K. Acknowledge cancellation of parking lease per request of David Barth for one parking spot located on Seiver Street.
- L. Permission for Mayor to sign Permanent, Temporary and Utility Easements associated with the FEMA/Whitewood Creek Project.
- M. Permission for the Mayor to sign 2024 lobbyist agreements for the 2024 legislative session with Craig Matson to represent the City of Deadwood and Roger Tellinghuisen to represent Deadwood Historic Preservation Commission.

BID ITEMS**Retaining Wall**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Todd seconded to set bid opening on November 16, 2023 at 2:00 p.m. for the retaining wall project at 33 ½ Jackson Street with the bid results to City Commission on November 20, 2023. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Snocross**

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Discussion was held concerning fireworks application with the Fire Department. Hearing closed.

Martinisko moved, Todd seconded to approve open container at the Event Complex at 11:00 a.m. on Friday, January 26 to 2:00 a.m. on Saturday, January 27, and from 11:00 a.m. on Saturday, January 27 to 2:00 a.m. on Sunday, January 28; Special temporary full liquor license for Deadwood Chamber on January 26 and 27, 2024 from 11:00 a.m. to 10:00 p.m. each day and pending application approval from Fire Department, fireworks display at 6:00 p.m. each day at the Event Complex. Roll Call: Aye-All. Motion carried.

K-9 Keg Pull

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Martinisko moved, Johnson seconded to approve open container in zones 1 and 2, noon to 10:00 p.m., Main Street closure from Deadwood Street to Pine Street 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 27, 2024. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, OCTOBER 18, 2023**NEW BUSINESS****Final Plat**

Kuchenbecker spoke about the plat. Johson moved, Martinisko seconded to Act as Board of Adjustment and approve final plat - Creating Property Lines and Transfer of Property - 306 Cliff Street - Van Roekel Properties LLC legally described as: Plat of Lots D1 and D2 of Deadwood Gulch Addition II Formerly Lot A of the Subdivision Placers 57 & 58 and Tract D of Deadwood Gulch Addition II Located in the SE1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Final Plat

Kuchenbecker spoke about the plat. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve final plat - Adjusting Property Lines - Stage Run - 116 and 118 Mystery Wagon Road - WJP Holdings, LLC legally described as: Plat of Lot 2A and Lot 3A, Block 3A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Formerly Lots 2 and 3, Block 3A and a portion of Palisades Tract of Deadwood Stage Run Addition Located in the SW1/4 of Section 14, the SE1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Pay

Public Works Director Stalder spoke about the purchase. Martinisko moved, Johnson seconded to pay Crysteel Truck Equipment to install Cabshield and paint dump box in an amount not to exceed \$3,500.00. (To be paid by Streets equipment budget.) Roll Call: Aye-All. Motion carried.

Pay

Stalder spoke about the purchase. Martinisko moved, Johnson seconded to pay Northern Truck and Equipment in an amount not to exceed \$7,000.00 to install a new dump box on City fire truck which will be converted to a City dump truck. (To be paid by Streets equipment budget.) Roll Call: Aye-All. Motion carried.

Purchase

Stadler spoke about the purchase. Martinisko moved, Johnson seconded to purchase two sets of chains (for 2020 CAT Motor Grader and 2019 CAT front end loader) from Sturdevant's in an amount not to exceed \$20,126.00. (To be paid by Streets supply budget.) Roll Call: Aye-All. Motion carried.

Purchase

Parking and Transportation Director spoke about the purchase. Martinisko moved, Johnson seconded to purchase Roadmaster RM257 tires for five trolleys from Pit Crew 2 you Mobile Tire for a cost not to exceed \$12,500.00 including mounting and balancing. (To be paid by Trolley supplies budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Mayor's announcement of the establishment of a Workgroup for Youth Activities and Programming in conjunction with the City of Lead.
- B. Trunk or Treat from 3:00 p.m. to 5:00 p.m. on Saturday, October 28, 2023 at the Event Complex.

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

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:22 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, November 6, 2023 at 5:00 p.m.

REGULAR MEETING, OCTOBER 18, 2023

After coming out of executive session at 5:32 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST: _____ DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

11/03/2023 12:14 PM
 PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5153	DMD CONSTRUCTION	I-BP230078	101-3000-205	BUILDING PERM REF BP FEES 216 MYSTERY WAGON	000000	857.60
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	857.60
01-1606	RADENSLEBEN, ROBERT	I-10/31/23	101-4111-422-01	PROF. SERV. S MEALS REIMB/SAFETY CONF	000000	48.00
01-1939	SAFETY BENEFITS, INC.	I-10/06/23	101-4111-422-01	PROF. SERV. S REGISTRATION FEE - 5 EMPLOYEES	000000	300.00
01-3442	SDML WORKERS' COMP FUND	I-22696	101-4111-421	INSURANCE 2024 WORKER'S COMP PREMIUM	000000	88,441.00
01-4711	AMAZON CAPITAL SERVICES	I-1QVV-697C-1D74	101-4111-426	SUPPLIES BEEF JERKY/TRUNK OR TREAT-COMM	000000	405.25
01-5152	RADENSLEBEN, COLTAN	I-10-31-23	101-4111-422-01	PROF. SERV. S MEALS REIMBS.-SAFETY CONF.	000000	48.00
			DEPARTMENT 111	COMMISSION	TOTAL:	89,242.25
01-0418	BLACK HILLS PIONEER	I-#1234	101-4142-422	PROFESSIONAL YRLY SUBSCRIPTION - FINANCE	000000	236.62
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,101.74
01-1171	A & B BUSINESS SOLUTION	I-IN1098108	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	176.89
01-3877	MUTUAL OF OMAHA	I-001602999536	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
01-4711	AMAZON CAPITAL SERVICES	I-1WJ7-D13C-KX17	101-4142-426	SUPPLIES SEAL SOLUT,INK PAD,COFFEE- FIN	000000	91.42
		I-1WMG-HVMN-4WQL	101-4142-426	SUPPLIES INK CARTRDGS, KEYBRD- FINANCE	000000	363.58
01-5156	CASEY PETERSON, LTD	I-168428	101-4142-422	PROFESSIONAL CONSULTING - FINANCE	000000	36,487.57
			DEPARTMENT 142	FINANCE	TOTAL:	40,479.23
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,541.06

11/03/2023 12:14 PM
 PACKET: 06378 COMBINED - 11/7/23
 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					
		I-NAT GAS 10/24/23	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	17.60
		I-NAT GAS 10/24/23	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	239.86
		I-NAT GAS 10/24/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	135.82
		I-NAT GAS 10/24/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	123.74
		I-NAT GAS 10/24/23	101-4192-428-04	UTILITIES - C CITY HALL	000000	169.38
		I-NAT GAS 10/24/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	226.60
		I-NAT GAS 10/24/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	94.34
		I-NAT GAS 10/24/23	101-4192-428-09	UTILITIES - H HARCC	000000	124.74
		I-NAT GAS 10/24/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	85.78
		I-NAT GAS 10/24/23	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	44.04
		I-NAT GAS 10/24/23	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	3,041.37
		I-NAT GAS 10/24/23	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	83.02
		I-NAT GAS 10/24/23	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	92.33
		I-NAT GAS 10/24/23	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	30.34
		I-NAT GAS 10/24/23	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	216.20
		I-NAT GAS 10/24/23	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	101.59
01-0578	TWIN CITY HARDWARE & LU					
		I-2309-268139	101-4192-425-11	REPAIRS - PAR (3) PLEAT M6 FILTERS/PARKS	000000	18.87
		I-2309-268290	101-4192-425-08	REPAIRS - HIS WOOD CLEANER-ODOR ELIMINATOR/P	000000	21.47
		I-2309-268299	101-4192-426	SUPPLIES NET ELECTRICAL/PUB BLDGS	000000	11.98
		I-2310-269049	101-4192-425-11	REPAIRS - PAR VENT TOP-VENT PIPE/PARKS	000000	84.98
		I-2310-269079	101-4192-425-14	REPAIRS - STR (2)GAS VENT PIPE-ELBOW/STRTS	000000	164.97
		I-2310-269216	101-4192-426	SUPPLIES 10 PK ELECTRICAL TAPE/PB	000000	11.99
		I-2310-269470	101-4192-425-11	REPAIRS - PAR CO ALARM-FASTENERS/PARKS	000000	71.38
		I-2310-269550	101-4192-426	SUPPLIES (2) CARBON MONOXIDE ALARMS/PB	000000	51.98
		I-2310-269643	101-4192-425-13	REPAIRS - REC FOAMING DRAIN CLEANER/REC	000000	6.59
		I-2310-270353	101-4192-426-07	SUPPLIES - FI (3) WASP HONET KILLER/FIRE HAL	000000	33.87
		I-2310-270792	101-4192-425-13	REPAIRS - REC ADHESIVE REMOVER-TAPE KNIFE/RE	000000	28.98
		I-2310-270835	101-4192-425-13	REPAIRS - REC THINNER-YEL SPRAY PAINT/REC	000000	30.58
		I-2310-271163	101-4192-425-21	REPAIRS - WEL PRO DEEP CLEANER/WELCOME CENTE	000000	26.99
		I-2310-271755	101-4192-425-22	REPAIRS - MT. RV ANTIFREEZE/MT MORIAH	000000	26.94
		I-2310-271969	101-4192-425-03	REPAIRS - BAL RV ANTIFREEZE/BALLPARK	000000	53.88
		I-2310-272747	101-4192-425-18	REPAIRS - FOO UNIVERSAL ANTIFREEZE/FOOTBALL	000000	19.49
01-0784	WESTERN STATES FIRE PRO					
		I-WSF540326	101-4192-425-02	REPAIRS - ADA ANNUAL SPRINKLER INSP/ADAMS MU	000000	325.00
		I-WSF540327	101-4192-425-09	REPAIRS - HAR ANNUAL SPRINKLER INSP/HARCC	000000	350.00
01-1003	VERIZON WIRELESS					
		I-9946527336	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.92
01-1228	API SYSTEMS INTEGRATORS					
		I-ASI013597	101-4192-422-17	PROFESSIONAL- REPAIR FIRE ALARMS/DAYS MUSEUM	000000	1,500.00
01-1502	BLACK HILLS CHEMICAL					
		I-257006	101-4192-426	SUPPLIES 15 GAL GARBAGE BAGS/PB	000000	43.90
		I-257855	101-4192-426	SUPPLIES GLOVE-CUP-PEROX-TOWEL-TP/BP	000000	1,214.74

PACKET: 06378 COMBINED - 11/7/23

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
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV105581	101-4192-425-17	REPAIRS-DAYS WATER HEATER REPAIRS/DAYS MUS	000000	1,602.52
		I-SRV106187	101-4192-425-15	REPAIRS - TRO WATER HEATER REPAIRS/TROLLEY	000000	436.13
		I-SRV106235	101-4192-425-04	REPAIRS - CIT REPAIRS TO SPLIT HEATER/CITY	000000	1,076.56
01-3421	S AND C CLEANERS					
		I-10/30/23 INV 142	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-10/30/23 INV 142	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-10/30/23 INV 142	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-10/30/23 INV 142	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-10/30/23 INV 142	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-10/30/23 INV 142	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-10/30/23 INV 277	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-10/30/23 INV 277	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-10/30/23 INV 277	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-10/30/23 INV 277	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	378.00
		I-10/30/23 INV 277	101-4192-422	PROFESSIONAL BALLPARK BATHROOM	000000	180.00
		I-10/30/23 INV 277	101-4192-422-11	PROFESSIONAL GORDON PARK	000000	198.00
01-3838	BLUEPEAK					
		I-TELEPHONE 10/16/23	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 10/16/23	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 10/16/23	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,777.15
		I-TELEPHONE 10/16/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	329.70
		I-TELEPHONE 10/16/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE 10/16/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	747.48
		I-TELEPHONE 10/16/23	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	0.00
		I-TELEPHONE 10/16/23	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 10/16/23	101-4192-428-14	UTILITIES - S STREET SHOP	000000	46.03
		I-TELEPHONE 10/16/23	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	508.00
		I-TELEPHONE 10/16/23	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001602999536	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	15.40
01-4057	VIEHAUSER ENTERPRISES,					
		I-48587	101-4192-425-04	REPAIRS - CIT REPLACE CARD AT BACK OF PD/PUB	000000	325.00
		I-48725	101-4192-434	MACHINERY/EQU HID PROX READER/PUB BLDGS	000000	389.98
01-4711	AMAZON CAPITAL SERVICES					
		I-1WKD-4T9F-7JQV	101-4192-426	SUPPLIES STEAM AIR VENT VALVES/PUB BLDG	000000	48.24
		I-1WMG-HVMN-4WQL	101-4192-426-04	SUPPLIES - CI CHAIR MATS - FIN OFC	000000	250.37
01-4957	ONSITE FIRST AID, LLC					
		I-3169	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	118.55
		I-3170	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	22.95
		I-3172	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/ REC CENTER	000000	142.30
		I-3173	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	85.75

DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: 29,250.23

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 PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 193 COMPUTER SERVICE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-416465	101-4193-422	PROFESSIONAL LIBRARY FIREWALL	000000	75.00
01-3246	KT CONNECTIONS, INC.	I-58890	101-4193-422	PROFESSIONAL REPAIR CAMERAS-CONF.ROOM	000000	510.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	585.00
01-0418	BLACK HILLS PIONEER	I- 09/30/23	101-4210-423	PUBLISHING LABOR DAY AD - POLICE	000000	188.00
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,412.81
01-0467	CULLIGAN OF THE BLACK H	I-0018912	101-4210-424	RENTALS BOTTLED WATER/COOLER RENT-PD	000000	42.00
		I-0019056	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT-PD	000000	89.25
		I-0019341	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT-PD	000000	48.75
01-0578	TWIN CITY HARDWARE & LU	C-2310-273522	101-4210-426	SUPPLIES RTN OF COMPRESS.TOOL KIT - PD	000000	39.99-
		I-2310-269655	101-4210-426	SUPPLIES COMPRESSION TOOL KIT - PD	000000	39.99
01-0582	SD DEPT. OF MOTOR VEHIC	I-10/18/23	101-4210-426	SUPPLIES TITLE/PLATES-'21 DURANGO/ PD	000000	26.70
01-1725	QUILL CORPORATION	I-34187902	101-4210-426	SUPPLIES PEN REFILLS - POLICE	000000	9.13
01-3060	QUIK SIGNS	I-43136	101-4210-426	SUPPLIES REFLECTIVE SIGNS - POLICE	000000	393.58
01-3877	MUTUAL OF OMAHA	I-001602999536	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	85.80
01-4195	MARCO	I-35109622	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	164.98
01-4711	AMAZON CAPITAL SERVICES	I-134Q-TYPN-69PP	101-4210-426	SUPPLIES THERMAL PAPER,10'CABLE - PD	000000	163.65
01-5034	STURGIS RESPONDER SUPPL	I-2831	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	274.98
		I-2853	101-4210-434	MACHINERY/EQU CUSTOM CAGE/INSTALLATION -PD	000000	1,280.00
		I-2886	101-4210-426	SUPPLIES ADD 4 PATCHES TO SHIRTS - PD	000000	20.00
				DEPARTMENT 210 POLICE	TOTAL:	16,199.63

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	642.49
01-0578	TWIN CITY HARDWARE & LU	I-2310-272514	101-4221-426	SUPPLIES CONNECTOR -CFFS #8 - FIRE DEPT	000000	1.49
01-0582	SD DEPT. OF MOTOR VEHIC	I-10/26/23	101-4221-435	TRUCK RESERVE TITLE/PLATES-'24 INTL FIRE TRK	000000	26.70
01-1171	A & B BUSINESS SOLUTION	I-IN1097230	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	93.45
01-2594	DEADWOOD FIRE DEPARTMEN	I-2752/SD REDBOOK	101-4221-427	TRAVEL 20-7TH EDIT.FIRE FIGHT/POWR PT	000000	1,827.59
		I-2784 - SD REDBOOK	101-4221-427	TRAVEL 4-IFSTA 7TH EDIT.FIRE FIGHTING	000000	324.00
		I-2800 - SD REDBOOK	101-4221-427	TRAVEL 17 ATS ONLINE VIDEOS-CERT.CRSE	000000	510.00
01-3101	KNOX COMPANY	I-INV-KA-231803	101-4221-434	MACHINERY/EQU KNOX BOX'S - ENG #1 /FIRE DPT	000000	1,146.00
01-3877	MUTUAL OF OMAHA	I-001602999536	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4569	STATION AUTOMATION, INC	I-5446	101-4221-422	PROFESSIONAL SET UP/ANNUAL LICENSE FEE-FIRE	000000	420.00
01-5151	KO SAFETY SERVICES LLC	I-43218	101-4221-434	MACHINERY/EQU GAS MONITOR - ENG.#1- FIRE DPT	000000	1,149.00
		I-43219	101-4221-434	MACHINERY/EQU GAS MONITOR - ENG#2 - FIRE DPT	000000	1,284.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 7,431.32
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	642.50
01-1003	VERIZON WIRELESS	I-9946527336	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA	I-001602999536	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 676.07
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,304.85
01-0467	CULLIGAN OF THE BLACK H					

11/03/2023 12:14 PM
 PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H		continued			
		I-0019532	101-4310-426	SUPPLIES (4) 5 GAL BOTTLED WATER/STRTS	000000	14.40
01-0514	SIMON MATERIALS COMPANY					
		I-3405493	101-4310-425	REPAIRS (13.27) 1" CLEAN LIMESTONE/STR	000000	255.45
01-0575	SOUTHSIDE OIL					
		I-099211	101-4310-426	SUPPLIES 5500 GALSETHANOL/STREETS	000000	16,830.00
		I-099211A	101-4310-426	SUPPLIES 3 GALS ETHANOL/STREETS	000000	9.18
01-0578	TWIN CITY HARDWARE & LU					
		I-2309-268016	101-4310-426	SUPPLIES LNKBLE SHOP LIGHT/STREETS	000000	44.99
		I-2309-268042	101-4310-426	SUPPLIES FLUOR TUBE-CORD-TAPE-STRIP/STR	000000	136.45
		I-2309-268151	101-4310-426	SUPPLIES ADAPTER-SOCKET-LAG SCREW/STRTS	000000	116.97
		I-2310-269226	101-4310-426	SUPPLIES CUTTER WHEEL-TUBING CUTTER/STR	000000	116.78
		I-2310-270893	101-4310-426	SUPPLIES COMBINATION HEX KEY/STRTS	000000	16.99
		I-2310-271517	101-4310-426	SUPPLIES WHITE SPRAY PAINT/STREETS	000000	98.28
		I-2310-271547	101-4310-426	SUPPLIES FENDER WASH-HEX SCREWS/STRTS	000000	52.48
		I-2310-271721	101-4310-426	SUPPLIES (12) J BOLTS/STREETS	000000	29.88
		I-2310-272708	101-4310-426	SUPPLIES REF MYL THIN-PEN-LETTER/STRTS	000000	16.36
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-64587	101-4310-426	SUPPLIES (3) SIGNS-WEIGHT-DUMP BOX/STRT	000000	216.00
01-1003	VERIZON WIRELESS					
		I-9946527336	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1171	A & B BUSINESS SOLUTION					
		I-IN1097233	101-4310-426	SUPPLIES CONTRACT BASE RATE/STRTS	000000	76.90
01-1333	DEADWOOD ELECTRIC					
		I-22995	101-4310-425	REPAIRS METER - LUGS FOR STREETS	000000	385.98
		I-23030	101-4310-422	PROFESSIONAL REP BROKE GRD FAULT 4 LANE/STR	000000	817.46
01-1351	GREAT WESTERN TIRE, INC					
		I-1-268063	101-4310-422	PROFESSIONAL SRVC CALL-FLAT TIRE REPAIRS/ST	000000	343.50
01-1354	INLAND TRUCK PARTS & SE					
		I-IN-1481548	101-4310-426	SUPPLIES COVER PLATE-GASKET/STREETS	000000	27.19
01-1483	KNECHT HOME CENTER					
		I-9874847	101-4310-433	IMPROVEMENTS OAK SLAB-HEM FIR/STREETS	000000	188.50
01-1500	A & B WELDING					
		I-01079636	101-4310-424	RENTALS ARGON 3 YR CYLINDER LEASE/STR	000000	98.90
		I-01079636	101-4310-426	SUPPLIES ARGON COMPRESSED-BRACKET/STR	000000	138.69
01-1653	STURDEVANT'S AUTO PARTS					
		I-RESERVE	101-4310-434	MACHINERY/EQU TRYGG SEISS FLEXI/STREETS	000000	20,125.91

PACKET: 06378 COMBINED - 11/7/23

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
01-3837	SACRISON ASPHALT					
		I-23100-03	101-4310-425	REPAIRS 2.08 ASPHALT/STREETS	000000	166.40
		I-23115-03	101-4310-425	REPAIRS 3.18 ASPHALT/STREETS	000000	254.40
01-3877	MUTUAL OF OMAHA					
		I-001602999536	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.80
01-3977	ACE HARDWARE OF LEAD					
		I-034653	101-4310-426	SUPPLIES WELD GOGGLES VINYL LIFT/STRTS	000000	43.68
		I-034702	101-4310-426	SUPPLIES CAP BRASS 1/8"/STREETS	000000	4.13
01-4711	AMAZON CAPITAL SERVICES					
		I-1QCL-R1KR-3N9T	101-4310-426	SUPPLIES SUPPLIES, ARCHIVES, CALENDARS	000000	17.99
01-5149	CRYSTEEL TRUCK EQUIPMEN					
		I-L 35021	101-4310-434	MACHINERY/EQU INSTALL EQUIP-PAINT SINGLE/STR	000000	3,500.00
		I-LP216702	101-4310-434	MACHINERY/EQU DUMP BODY-ASSY FRAME/STRTS	000000	15,195.00
01-5150	EKLUND, GARRETT					
		I-10/26/23 #2	101-4310-427	TRAVEL MEALS, FUEL, PERMIT-RC SCHOOL/PD	000000	76.00
		I-10/26/23 - TRAVEL	101-4310-427	TRAVEL MEALS, MILEAGE-RC SCHOOL/ PD	000000	463.44
01-5154	MORFORD ELECTRIC					
		I-4358	101-4310-433	IMPROVEMENTS CONDUIT-FITTINGS-LABOR/STRTS	000000	737.95
					DEPARTMENT 310 STREETS	TOTAL: 66,987.65
01-4630	SANDER SANITATION SERVI					
		I-09/30/23 RES GARB	101-4320-422	PROFESSIONAL SEPT RESIDENTIAL GARBAGE	000000	12,848.90
					DEPARTMENT 320 SANITATION	TOTAL: 12,848.90
01-0433	WELLMARK BLUE CROSS BLU					
		I-11/01/23	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,884.85
01-0467	CULLIGAN OF THE BLACK H					
		I-0019533	101-4520-426	SUPPLIES (7) 5 GAL BOTTLED WTR-RENT/PAR	000000	65.40
01-0551	MENARD'S					
		I-93586	101-4520-426	SUPPLIES COL CASING-#3 STANDARD/PARKS	000000	374.67
01-0563	RCS CONSTRUCTION					
		I-PROJ 202321 PA #1	101-4520-422-01	PROF SERV- FE WHITEWOOD CR RESTORATION #1	000000	340,052.50
01-0578	TWIN CITY HARDWARE & LU					
		I-2309-267834	101-4520-426	SUPPLIES (2) SCRAPER BLADES/PARKS	000000	39.98
		I-2309-268111	101-4520-426	SUPPLIES SATIN CLEAR PAINT/PARKS	000000	26.99

PACKET: 06378 COMBINED - 11/7/23

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	
01-0578	TWIN CITY HARDWARE & LU	continued					
		I-2310-269121	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	2.76	
		I-2310-269171	101-4520-426	SUPPLIES (2) SCH40 FIP CAP/PARKS	000000	5.98	
		I-2310-269289	101-4520-426	SUPPLIES FASTENER/PARKS	000000	0.90	
		I-2310-269617	101-4520-426	SUPPLIES CARP PENCIL-DOWELS/PARKS	000000	30.91	
		I-2310-270636	101-4520-426	SUPPLIES PAINT-TAPE-BRUSH-SEALANT/PARKS	000000	114.92	
		I-2310-270730	101-4520-426	SUPPLIES SATIN PAINT-BRUSH SET-TAPE/PAR	000000	91.97	
		I-2310-270819	101-4520-425	REPAIRS CRACK FILL-SEALANT/PARKS	000000	31.98	
		I-2310-271137	101-4520-426	SUPPLIES SEALANT-CORD PLUG/PARKS	000000	58.90	
		I-2310-271186	101-4520-426	SUPPLIES (2) CONCRETE SEALANT/PARKS	000000	17.98	
		I-2310-271228	101-4520-426	SUPPLIES BRUSH-COVER-FINISH/PARKS	000000	79.96	
		I-2310-271331	101-4520-426	SUPPLIES 2" FINISH NAILS/PARKS	000000	34.99	
		I-2310-271800	101-4520-426	SUPPLIES FLEX SEAL SEALANT BL/PARKS	000000	14.99	
		I-2310-272248	101-4520-426	SUPPLIES MEASURING CUPS/PARKS	000000	24.98	
		I-2310-272343	101-4520-426	SUPPLIES (3) CLEAR FLEX SEALANT/PARKS	000000	38.97	
		I-2310-272626	101-4520-426	SUPPLIES CONNECTOR-FELT PAD-FASTENER/PA	000000	79.37	
01-1171	A & B BUSINESS SOLUTION						
		I-IN1097234	101-4520-424	RENTALS CONTRACT BASE RATE/PARKS	000000	147.27	
01-1351	GREAT WESTERN TIRE, INC						
		I-1-GS268804	101-4520-425	REPAIRS DURATRAC-DISPOSAL-BAL/PARKS	000000	856.28	
01-1786	PETTY CASH/HISTORIC PRE						
		I-102523	101-4520-433-08	CIP - TRAIL P FULLER PROP EASEMENT	000000	1.00	
		I-102523	101-4520-422-01	PROF SERV- FE FEMA- LC REG OF DEEDS	000000	19.00	
01-3877	MUTUAL OF OMAHA						
		I-001602999536	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90	
01-3977	ACE HARDWARE OF LEAD						
		I-034822	101-4520-426	SUPPLIES TOOLBOX-SHELF-WRENCH-TAPE/PARK	000000	171.85	
01-4687	TREE WISE MEN						
		I-1065	101-4520-433-05	CIP - WHITEW TRIM-DEBRIS REMOVE-CLEANUP/PAR	000000	50,000.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-1DXH-KTYL-DPT9	101-4520-426	SUPPLIES FLUSH CLIPS-FASTENERS/PARKS	000000	11.71	
		I-1LYM-GFH3-H1TK	101-4520-426	SUPPLIES WINDOW SNAP FASTENERS/PARKS	000000	92.55	
		I-1QCL-R1KR-3N9T	101-4520-426	SUPPLIES SUPPLIES, ARCHIVES, CALENDARS	000000	17.99	
		I-1Y3N-KQP4-9RNP	101-4520-426	SUPPLIES COPY PAPER/PARKS	000000	39.99	
01-5155	K4 TRAILS						
		I-INV-DW1	101-4520-433	IMPROVEMENTS FULLER PROP.TRAILS MSTR PLAN	000000	2,700.00	
		I-INV-DW2	101-4520-422	PROFESSIONAL WHITE ROCKS TRAILS MSTR PLAN	000000	1,170.00	
DEPARTMENT 520 PARKS					TOTAL:	401,344.49	

PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 640 PLANNING AND ZONING
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,285.29
01-0545	LYNN'S DAKOTA MART	I-101123	101-4640-426	SUPPLIES CINDY'S LAST DAY	000000	42.64
01-1786	PETTY CASH/HISTORIC PRE	I-102523	101-4640-422	PROFESSIONAL LEGAL DESC TRINITY CONRAD	000000	2.00
		I-102523	101-4640-426	SUPPLIES GRANOLA BARS/CHIPS FEMA MTNG	000000	24.60
01-3877	MUTUAL OF OMAHA	I-001602999536	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	3.30
01-4721	TOWEY DESIGN GROUP INC.	I-23-554	101-4640-422-01	PROFESSIONAL ENGINEERING REVIEW - THE RIDGE	000000	2,485.25
					DEPARTMENT 640 PLANNING AND ZONING TOTAL:	3,843.08
					FUND 101 GENERAL FUND TOTAL:	669,745.45

PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 206 LIBRARY FUND
 DEPARTMENT: 550 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	642.49
01-1171	A & B BUSINESS SOLUTION	I-IN1097561	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	67.30
01-1293	AMERICAN LIBRARY ASSOCI	I-2315141	206-4550-422	PROFESSIONAL MEMBERSHIP DUES - 2024 / LIBRA	000000	247.00
01-1562	MIDWEST TAPE, LLC	I-504454261	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	19.49
		I-504487171	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.24
		I-504519506	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	78.22
01-1613	THE LIBRARY STORE, INC.	I-657355	206-4550-426	SUPPLIES AMARAY SECURE CASE,BLK SLEEVE-	000000	670.83
01-3877	MUTUAL OF OMAHA	I-001602999536	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-3887	BLACK HILLS LIBRARY CON	I-230525-01 10/26/23	206-4550-429	TECHNOLOGY/HO KOHA FEE 2023-24 - LIBRARY	000000	566.71
01-4711	AMAZON CAPITAL SERVICES	I-17R7-QT41-7RQ7	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	18.95
		I-17R7-QT41-7RQ7	206-4550-435	FURNITURE/FIX DOLLY - LIBRARY	000000	37.99
		I-17R7-QT41-7RQ7	206-4550-424	PROGRAMMING MARKERS/PROGRAMS - LIBR.	000000	47.96
		I-1DYQ-YRXW-9DG6	206-4550-429	TECHNOLOGY/HO TONER FOR STAFF PRINTERS/LIBR.	000000	281.67
		I-1TLP-XYXK-1DW6	206-4550-426	SUPPLIES MASKING TAPE/PROGRAM - LIBR.	000000	7.15
DEPARTMENT 550 LIBRARY					TOTAL:	2,716.29
FUND 206 LIBRARY FUND					TOTAL:	2,716.29

PACKET: 06378 COMBINED - 11/7/23
 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
01-0186	ALPINE IMPRESSIONS	I-27001	209-4510-422	PROFESSIONAL LOGO PRINTING ON SHIRTS/REC	000000	386.00
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,518.06
01-0545	LYNN'S DAKOTA MART	I-002000050822	209-4510-426	SUPPLIES FOLGER'S CLASSIC/REC CENTER	000000	19.98
		I-11/1/23 STATEMENT	209-4510-426	SUPPLIES SUPPLIES-COFFEE/REC CENTER	000000	23.83
01-1502	BLACK HILLS CHEMICAL	C-256631	209-4510-426	SUPPLIES MED BLUE HIGH GLOVE/REC	000000	32.14-
		I-256404A	209-4510-426	SUPPLIES BLUE NITRILE GLOVE/REC	000000	26.80
01-2645	HAWKINS INC	I-6610257	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	1,277.98
01-3836	MID-AMERICAN RESEARCH C	I-0802371-IN	209-4510-426	SUPPLIES FLOOR CLEANER-SALT REMOVE/REC	000000	566.84
01-3877	MUTUAL OF OMAHA	I-001602999536	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	16.50
		I-001602999536	209-4510-415	GROUP INSURAN LIFE INSURANCE - FIX BILL	000000	47.58-
01-4711	AMAZON CAPITAL SERVICES	I-1DXH-KTYL-DPT9	209-4510-434	MACHINERY/EQU RESISTANCE BANDS/REC CENTER	000000	251.02
		I-1QCL-R1KR-3N9T	209-4510-426	SUPPLIES SUPPLIES, ARCHIVES, CALENDARS	000000	17.99
					DEPARTMENT 510 REC CENTER	TOTAL: 6,025.28
01-5158	LDS STUDENT COUNCIL	I-2023 DECORATIONS	209-4980-429	OTHER WREATH-GARLAND STREET DECOR	000000	1,956.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 1,956.00
					FUND 209 BED & BOOZE FUND	TOTAL: 7,981.28

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
		I-10/31/23 - BID #9	211-4630-423	MARKETING BUDGETED BAL.DUE - BID #9	000000	108,146.42
				DEPARTMENT 630 BID #9	TOTAL:	108,146.42
				FUND 211 BID #9	TOTAL:	108,146.42

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA	I-10/30/23	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
01-5155	K4 TRAILS	I-INV-MSI1	212-4630-423	MARKETING FULLER/MT.ROOSV.TRLS MSTR PLAN	000000	3,600.00
		I-INV-MSI1	212-4630-423	MARKETING WHITE ROCKS TRAILS MSTR PLAN	000000	5,670.00
DEPARTMENT 630 BID 8					TOTAL:	19,270.00
FUND 212 BID #8 (Business Improve)					TOTAL:	19,270.00

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-101123	215-4572-215	VISITOR MGMT HISTORY/INFO, HPC MARKETING	000000	17,500.00
		I-101123	215-4572-210	VISITOR MGMT HISTORY/INFO, HPC MARKETING	000000	77,098.31
01-0951	DEADWOOD ALIVE					
		I-1900-23	215-4572-235	VISITOR MGMT OCTOBER 2023	000000	10,000.00
01-3060	QUIK SIGNS					
		I-42840	215-4572-235	VISITOR MGMT UTILITY WRAP- BURNHAM BC	000000	250.00
01-3667	BERBERICH DESIGN					
		I-002 - 10/27/23	215-4572-235	VISITOR MGMT HP BROCHURE DESIGN	000000	275.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 105,123.31
01-1102	THIS OLD HOUSE					
		I-100723	215-4573-325	HIST. INTERP. ANNUAL RENEWAL	000000	25.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-102523	215-4573-335	HIST. INTERP. USPS	000000	16.42
01-4711	AMAZON CAPITAL SERVICES					
		I-1QCL-R1KR-3N9T	215-4573-335	HIST. INTERP. SUPPLIES, ARCHIVES, CALENDARS	000000	12.89
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 54.31
01-1387	DEADWOOD GRANITE & MARB					
		I-102323	215-4575-500	GRANT/LOAN CE J. TUTTLE - HEADSTONE GRANT	000000	1,100.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 1,100.00
01-3060	QUIK SIGNS					
		I-42840	215-4576-630	PROFES. SERV. UTILITY WRAP- BURNHAM BC	000000	712.20
		I-42854	215-4576-630	PROFES. SERV. UTILITY WRAP- STAGE RUN	000000	684.04
01-4777	GOODE, BONITA					
		I-100623	215-4576-630	PROFES. SERV. TRUNK OR TREAT CANDY	000000	23.13
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 1,419.37
01-1879	CONRADS BIG "C" SIGNS,					
		I-8627	215-4577-775	CAPITAL ASSET MOVE TOOTSIE SIGN	000000	2,752.05
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL: 2,752.05

PACKET: 06378 COMBINED - 11/7/23

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
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,117.73
01-1003	VERIZON WIRELESS	I-9946527336	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1786	PETTY CASH/HISTORIC PRE	I-102523	215-4641-426	SUPPLIES USPS, SUPPLIES, LC REG OF DEED	000000	49.38
01-1827	MS MAIL & MARKETING	I-14172	215-4641-423	PUBLISHING NEWLETTER	000000	654.86
01-3877	MUTUAL OF OMAHA	I-001602999536	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4711	AMAZON CAPITAL SERVICES	I-1QCL-R1KR-3N9T	215-4641-426	SUPPLIES SUPPLIES, ARCHIVES, CALENDARS	000000	72.35
01-4946	CIVICPLUS LLC	I-280212	215-4641-422	PROFESSIONAL ADD'L BOOK AFTER IMPLEMENTATIO	000000	189.56
DEPARTMENT 641 OFFICE HIST. PRES.						TOTAL: 4,146.99
FUND 215 HISTORIC PRESERVATION						TOTAL: 114,596.03

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5146	MR. LIFTER'S					
		I-10106	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	5,195.55
		I-10107	216-1310	DUE FROM OTHE 18 DENVER DRUMMOND	000000	4,330.01
01-DR	DRUMMOND, NICHOLAS					
		I-2447	216-1310	DUE FROM OTHE 18 DENVER DRUMMOND	000000	5,734.19
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						15,259.75
01-1496	LAWRENCE CO. REGISTER O					
		I-101223	216-4653-960	CLOSING CO REC FEE 130 CHARLES ENSMINGER	000000	30.00
01-3973	BRYANT, LINDA					
		I-0101623	216-4653-962-01	SPECIAL NEEDS 74 CLIFF BRYANT	000000	508.98
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						538.98
				FUND	216	REVOLVING LOAN
						TOTAL:
						15,798.73

01/03/2023 12:14 PM
 PACKET: 06378 COMBINED - 11/7/23
 VENDOR SET: 01
 FUND : 602 WATER FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5153	DMD CONSTRUCTION					
		I-BP230078	602-3330-813	TAP FEES REF WATER TAP 216 MYSTERY WAG	000000	1,200.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1,200.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-11/01/23	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,999.93
01-0467	CULLIGAN OF THE BLACK H					
		I-0019532	602-4330-426	SUPPLIES (4) 5 GAL BOTTLED WATER/WATER	000000	14.40
01-0578	TWIN CITY HARDWARE & LU					
		I-2309-268064	602-4330-426	SUPPLIES THREADED ROD-FASTENERS/WATER	000000	7.40
		I-2310-269282	602-4330-426	SUPPLIES SEALANT FILM-SHIELD/WATER	000000	89.52
		I-2310-269322	602-4330-426	SUPPLIES FIREBREAK SEAL-SEALANT/WATER	000000	57.55
		I-2310-269658	602-4330-425	REPAIRS (7) 60 LB CONCRETE MIX/WATER	000000	68.53
		I-2310-270294	602-4330-426	SUPPLIES FINE WET SANDPAPER/WATER	000000	7.49
		I-2310-270304	602-4330-425	REPAIRS RED BRS NIPPLE-BRASS BUSH/WTR	000000	13.28
		I-2310-270335	602-4330-425	REPAIRS FLARE NUT-COPPER COIL/WATER	000000	23.97
01-0828	USA BLUEBOOK					
		I-INV00156907	602-4330-426	SUPPLIES INVERTED PAINT BLUE-WHITE/WATE	000000	174.47
01-1003	VERIZON WIRELESS					
		I-9946527336	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9946527336	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.15
		I-9946527336	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.06
		I-9946527336	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.92
		I-9946527336	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.92
01-1171	A & B BUSINESS SOLUTION					
		I-IN1097233	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	76.90
01-1365	SD PUBLIC HEALTH LAB					
		I-10612204	602-4330-422	PROFESSIONAL HALOACETIC-LEAD-COPPER TEST/WT	000000	401.00
01-1827	MS MAIL & MARKETING					
		I-14172-A	602-4330-426	SUPPLIES UTILITY MAILING - OCT.	000000	365.44
01-3094	BOMGAARS					
		I-57179318	602-4330-426	SUPPLIES (2) GAUGES/WATER	000000	55.98
01-3877	MUTUAL OF OMAHA					
		I-001602999536	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	28.60
01-4721	TOWEY DESIGN GROUP INC.					
		I-23-606	602-4330-422	PROFESSIONAL FINAL-WATER PLAN/WATER	000000	420.25
				DEPARTMENT 330 WATER	TOTAL:	6,213.77
				FUND 602 WATER FUND	TOTAL:	7,413.77

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 603 SEWER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5153	DMD CONSTRUCTION	I-BP230078	603-3325-813	SEWER TAP FEE REF SEWER TAP 216 MYSTERY WAG	000000	1,200.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 1,200.00
				FUND	603 SEWER FUND	TOTAL: 1,200.00

PACKET: 06378 COMBINED - 11/7/23

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
01-3838	BLUEPEAK					
		I-TELEPHONE MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	138.19
		I-TELEPHONE MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-TELEPHONE MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.66
01-4416	ANCESTOR CONCRETE & MAS					
		I-3519	607-4580-425	REPAIRS CHINESE MONUMENT REPAIR/MM	000000	5,700.00
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	6,004.72
				FUND 607 HISTORIC CEMETERIES	TOTAL:	6,004.72

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,621.18
01-1003	VERIZON WIRELESS	I-9946527336	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9946527336	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.76
01-1725	QUILL CORPORATION	I-34443436	610-4360-426	SUPPLIES 6 PK LETTER TRAY SIZE/P&T	000000	30.99
		I-34745266	610-4360-426	SUPPLIES LAMINATOR-POUCH-STPLS/P&T	000000	150.88
01-3060	QUIK SIGNS	I-42919	610-4360-426	SUPPLIES 18X24 ORACAL SIGN/P&T	000000	107.67
		I-43384	610-4360-426	SUPPLIES 2X3 REFLEC ORACAL SIGNS/P&T	000000	201.63
01-3667	BERBERICH DESIGN	I-002 - 10/27/23	610-4360-422	PROFESSIONAL PARKING RAMP WAYFINDING	000000	4,368.64
01-3877	MUTUAL OF OMAHA	I-001602999536	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4566	ALL ASPECTS INC.LAND SU	I-2023-243	610-4360-422	PROFESSIONAL BOUNDARY SURVEY CHARLES ST/P&T	000000	870.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						10,526.66

01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,241.05
01-0545	LYNN'S DAKOTA MART	I-11/1/23 STATEMENT	610-4361-426	SUPPLIES SUPPLIES-WATER/TROLLEY	000000	59.90
01-0578	TWIN CITY HARDWARE & LU	I-2310-270243	610-4361-426	SUPPLIES TASK WIPES-5AH BATTERY/TROLLEY	000000	376.47
		I-2310-271171	610-4361-426	SUPPLIES THREAD HANDLE-WET MOP/TROLLEY	000000	45.97
01-1543	ZEP SALES & SERVICE	I-9009089145	610-4361-426	SUPPLIES FORM 4358-DETERGENT/TROLLEY	000000	281.32
01-3877	MUTUAL OF OMAHA	I-001602999536	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-3970	A & I DISTRIBUTORS	I-3986678	610-4361-426	SUPPLIES PYROIL INJECTOR CLEANER/TROLLE	000000	36.32
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						3,050.93

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-11/01/23	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	642.50
01-3877	MUTUAL OF OMAHA	I-001602999536	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	649.10
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	14,226.69

PACKET: 06378 COMBINED - 11/7/23

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
01-5157	WOLFPACK WORKING DOGS	I-10/01/23	720-4000-429	OTHER	DEPOSIT REFUND - 9/30-10/1/23	000000 1,000.00
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 1,000.00
				FUND	720 DEPOSITS HELD	TOTAL: 1,000.00

PACKET: 06378 COMBINED - 11/7/23

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-10/02/	725-4000-429	OTHER EXPENSE ACCT#8200017030 - TIF #8	000000	3,776.37
		I-#8200017030-9/6/23	725-4000-429	OTHER EXPENSE ACCOUNT #8200017030 - TIF #8	000000	5,322.44
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	9,098.81
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL: 9,098.81
					REPORT GRAND TOTAL:	977,198.19



COMMUNITY SERVICE OFFICER POSITION DESCRIPTION

GENERAL PURPOSE

Performs a variety of enforcement and public contact work in enforcing city ordinances governing parking, animal control and assisting the public by providing information about parking locations, historic sites, and other city ordinances.

SUPERVISION RECEIVED

Works under the direct supervision of the Parking and Transportation Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Monitors the flow of vehicles in timed parking areas, issues citations for parking violations such as overtime parking, illegal parking in handicapped, unloading, fire hydrant areas, double parking, parking in no parking areas, parking against traffic and other parking related violations.
- Monitors and enforces the responsibility of construction sites to provide safe traffic flow and walking areas for the public.
- Monitors sidewalk violations, damaged parking signs, dead storage vehicles and maintains all parking management system equipment and reports issues to the appropriate department.
- Identifies and records information on possible abandoned or dead storage vehicles and completes the proper paperwork if required.
- Assists in traffic control during school hours to monitor the safety of children.
- Assists citizens with such matters as stalled vehicles, traffic safety, traffic direction, etc.
- Responsible for picking up stray animals, issuing citations, investigating animal abuse cases, setting live animal traps, and writing reports related to investigations and all matters related to animal control.
- Operates a two-way radio to check on vehicle registrations, report all crimes to on duty officer, request assistance in emergency situations and relay information regarding work situations and suspicious activity.

- Makes recommendations for improvements, enhancements and repairs needed to the appropriate department.
- Dispatch information to on duty officer as needed. Receives request from other on duty officers to perform special or specific duties.
- Answer a variety of questions from the public regarding parking regulations, parking facilities, basic traffic complaints, points of interest and other public information.
- Responsible for case documentation, parking violations, sending out violation letters and writing reports for ordinance violations.

PERIPHERAL DUTIES

- Provides various traffic control duties when directed.
- Assists with administrative police department tasks as assigned.
- Performs duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- High School diploma or GED Equivalent.
- One year of working in parking enforcement, animal services and public contact work.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of modern parking enforcement principles, technology, procedures, techniques, and equipment.
- Knowledge of animal equipment, laws, techniques, and basic animal behavior.
- Must have good communication skills when dealing with the public, be courteous, pleasant with strangers, able to give directions and work well with others.
- Should have a basic knowledge of Deadwood's history and a general knowledge of various buildings and business locations.
- Ability to dispatch an injured animal.
- Skills in the operation of the tools and equipment list below.
- Ability to learn the applicable laws, ordinances and department rules and regulations.
- Ability to analyze situations accurately and adopt an effective course of actions.

- Ability to interpret, apply, and explain codes, rules, regulations, policies and procedures using tact, patience, and courtesy.
- Ability to work without close supervision.
- Ability to maintain accurate records.
- Ability to establish and maintain effective working relationship with peers, supervisors, and the public.
- Ability to follow verbal and written instructions.

SPECIAL REQUIREMENTS

- Obtain NACA I & II Animal Control Training within 2 years of employment.
- Obtain CPR and Basic First Aid Certification within 1 year of employment.

GENERAL

- Must be 21 years of age at time of employment.
- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Police radios, phone, computer, copier, first aid equipment, animal control catchpole, live animal traps, parking equipment, and assorted cameras and video equipment.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee must be in good health, used to walking different types of terrain and in all types of inclement weather. Must be able to stand for long periods of time in increment weather due to assisting on duty officers with special or specific duties. The employee is frequently required to handle or operate tools or controls, reach with hands and arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions. The employee must be able to sit for a period of time when working on the computer and be able to lift or move 50 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

The work environment characteristics attached hereto are representatives of those an employee encounters while performing the essential function 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, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts. The employee frequently works with animals and is exposed to bites, exotic diseases, and airborne particles.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

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

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

PHYSICAL DEMANDS

Note: In terms of an eight to ten hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	1	4	
Stand	1	2	
Walk	1	4-6	

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

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
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.	X	X	Operate motor vehicle
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.	X		
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	
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.			

Section 6 Item h.

Page 9 of 9

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for COMMUNITY SERVICE OFFICER**

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

Community Service Officer
Position Description

Adopted November 6, 2023

40

Whereas, City of Deadwood, City of Lead and Lead-Deadwood School District have come together to collaborate for the services of a School Resource Officer; and

Whereas, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

Now, Therefore, it is hereby agreed by and between the parties as follows:

- One (1) School Resource Officer is needed in Lead for the Middle School and High School.
- One (1) School Resource Officer is needed in Deadwood for the Elementary School.
- The City of Deadwood shall employ the School Resource Officer.
- The School Resource Officer’s schedule will follow the school calendar.

Financial obligations for the parties for the School Resource Officer placed in Lead are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- City of Lead will pay an amount not to exceed \$12,500.00.
- Lead-Deadwood School District pays the balance of salary.

Financial obligations for the parties for the School Resource Officer placed in Deadwood are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

The City of Deadwood will bill the City of Lead and the Lead-Deadwood School District annually for their portion of expenses.

The undersigned parties have agreed to this MOU:

For City of Lead:

Mayor

Date:_____

For City of Deadwood:

Mayor

Date:_____

For Lead-Deadwood School District:

Superintendent

Date:_____

For City of Lead:

Attest City Administrator

Date:_____

For City of Deadwood:

Attest: Finance Officer

Date:_____

For the Lead-Deadwood School District:

Attest: Business Manager

Date:_____

Select Stone, Inc.
 P.O. Box 6403
 Bozeman, MT 59771
 (406) 763-3027

Invoice

Date	Invoice
10/12/2023	20787

Bill To:
City of Deadwood, SD.
67 Dunlop Ave.
Deadwood, SD. 57732

P.O. NO.	Terms	Due Date
Pro forma invoice		

Qty	Description	Ton/SF-LF	Rate	Amount
25	Garden City Buff thin flats	SF	\$11.50	\$287.50
25	Garden City Gray thin flats	SF	\$11.50	\$287.50
25	Garden City Gray thin corners	LF	\$14.50	\$362.50
1	Shipment from Bozeman, MT for thin veneer.	Each	\$466.00	\$466.00
6	Glen rose caps. 44.625"L x 23.750"W x 3"t w/ sandblasted top and slightly eased edges	Each	\$365.00	\$2,190.00
1	Shipment of Glen Rose caps from producer to Deadwood	Each	\$1,295.00	\$1,295.00
<p>The above is based on estimated weight(s) and anticipated shipping cost for prepayment purposes only. This pro forma invoice will be voided upon receipt of the payment, and the dollar value received will apply to your customer account as a credit until the material ships. At the time of shipment(s), a formal invoice(s) reflecting actual weight(s) and shipping price will be provided, and the prepayment credit will be applied to the formal invoice(s).</p> <p>Payment is required in U.S. dollars.</p> <p><i>Thank you for your business.</i></p>				
				\$4,888.50
Payment/Credits				\$0.00
Balance Due				\$4,888.50

Invoice

BlackStrap, Inc.

P O Box 258
Neligh, NE 68756

Date	Invoice #
10/18/2023	73

Bill To
CITY OF DEADWOOD C/O STREET DIVISION 67 DUNLOP AVENUE DEADWOOD, SD 57732

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
Deadwood	Due on receipt		10/18/2023				
Quantity	Item Code	Description			U/M	Price Each	Amount
28	TONS	BlackMagic				172.00	4,816.00
Total						\$4,816.00	

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



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

MEMORANDUM

Date: October 26, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Printing of 2024 Neighborhood Block Club Calendar

The Historic Preservation Office, in conjunction with the Neighborhood Blocks Clubs, has printed a community calendar for the residents of Deadwood since 2018. They are once again requesting permission to hire M.S. Mail to print and mail the 2024 calendar. The calendars are very popular with Deadwood residents.

With the help of Mike Runge and the Neighborhood Block Clubs historic photos are selected for the calendar and staff designs and plans the layout of the calendar for printing. The calendars are printed and mailed directly to the residents of Deadwood. The cost to print and mail the 1,500 calendars is \$3,500.00. Historic Preservation will pay for the printing which is \$3,000.00 from the Public Education budget line item and the postage and mailing cost of \$500.00 will be come out of the Neighborhood Block Club budget. A copy of the quote is attached for your review.

The Historic Preservation Commission reviewed this request at their October 25, 2023 meeting and recommend printing the 2024 calendar and hire M.S. Mail to print and mail the calendar to Deadwood residents in the amount not to exceed \$3,500.00 with \$3,000.00 to come out of the Public Education line item and \$500.00 to come out of the Professional Services Neighborhood Block Club line item.

Recommended Motion: *Move to hire M.S. Mail to print and mail the 2024 Calendar in the amount not to exceed \$3,500 with \$3,000 to come out of the Public Education line item and \$500 to come out of the Professional Services Neighborhood Block Club line item.*



140 SHERMAN STREET, DEADWOOD, SD 57732 ♦ BLACKHILLSMAIL.COM ♦ 605.578.1429

October 23, 2023

Thank you for the opportunity to bid on community calendars.

Time needed to print is about 10 working days. Artwork will be provided.
Mailed to each residence in the 57732 zip codes, approximately 1,500.

Calendars: \$3,000, mail costs \$500 for a approximate total of \$3,500
Please let me know if you have any questions and thanks for the opportunity.

Sincerely,

A handwritten signature in black ink that reads 'Lynn'.

Lynn Milos

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Deadwood hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.



8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____



www.iworq.com



Agency Website Contact- Portal Link

(All field are required)

Name: _____

Title: _____

Email: _____

Office Number: _____

Cell Number: _____

Signature: _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1000 dollars towards setup costs (this is to cover iWorQ's time).



www.iworq.com



iWorQ Service (s) Agreement

APPENDIX A



iWorQ Cost Proposal

Deadwood	Population- <u>1304</u>
102 Sherman Street Deadwood, SD 57732	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Department) *Permit Management *Code Enforcement *Portal Home</p> <p>-Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ's template library and up to 3 custom letters</p>	\$5,000.00	Annual
<p>Contractor License Management</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome browser - Track contractor licenses - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation 	\$2,900.00	Annual
<p>License Management</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities 	\$2,900.00	Annual
<p>Payment Processing (Payroc)</p> <ul style="list-style-type: none"> -Online Credit/debit card processing -Payments are recorded and tracked in iWorQ -iWorQ's reporting tool can track all historical transactions 	\$750.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$11,550.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One Time Setup Total (This amount will be added year 1)	\$3,325.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement combines existing services totaling \$6,800 with proposed added services (Licensing upgrades (\$750 per module), Portal Home (\$2,500), and Payment Processing (\$750)) totaling \$4,750 for a combined annual total of \$11,550. Added services may be prorated.

FEMA/WHITEWOOD CREEK PROJECT	
Temporary Construction/Permanent/Utility Easement	
OWNER NAME	ADDRESS OR LEGAL OF EASEMENT
City of Deadwood	BHE Utility - Lot R-1 NW1/4 of Section 26 and the NE1/4 of Section 27
Judy Fidler	8 Ryan Rd. Permanent Drainage
Linda Blair	4 Ryan Road Temporary
Linda Blair	4 Ryan Road Permanent Drainage
Linda Blair	4 Ryan Road Permanent Access
Robin Arsaga	Whistler Gulch Campground turn around area Temporary
Robin Arsaga	Whistler Gulch Campground turn around area Permanent Drainage
Robin Arsaga	Whistler Gulch Campground turn around area Permanent Access



Doc #: 2023-04765
Date: 11/1/2023 3:36:48 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

Prepared By:
Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this 31 day of 10, 2023, by and between **City of Deadwood, "GRANTOR"** and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 10 feet on either side of the power line. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows
: **SEE EXHIBIT "A"**

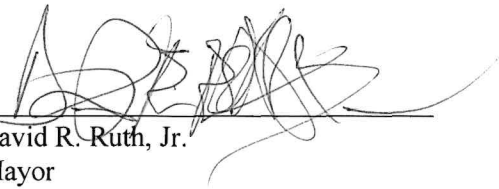
This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.



GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth, Jr.
Its: Mayor


STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)


ACKNOWLEDGMENT

On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(ATTEST)


Jessica McKeown
Finance Officer



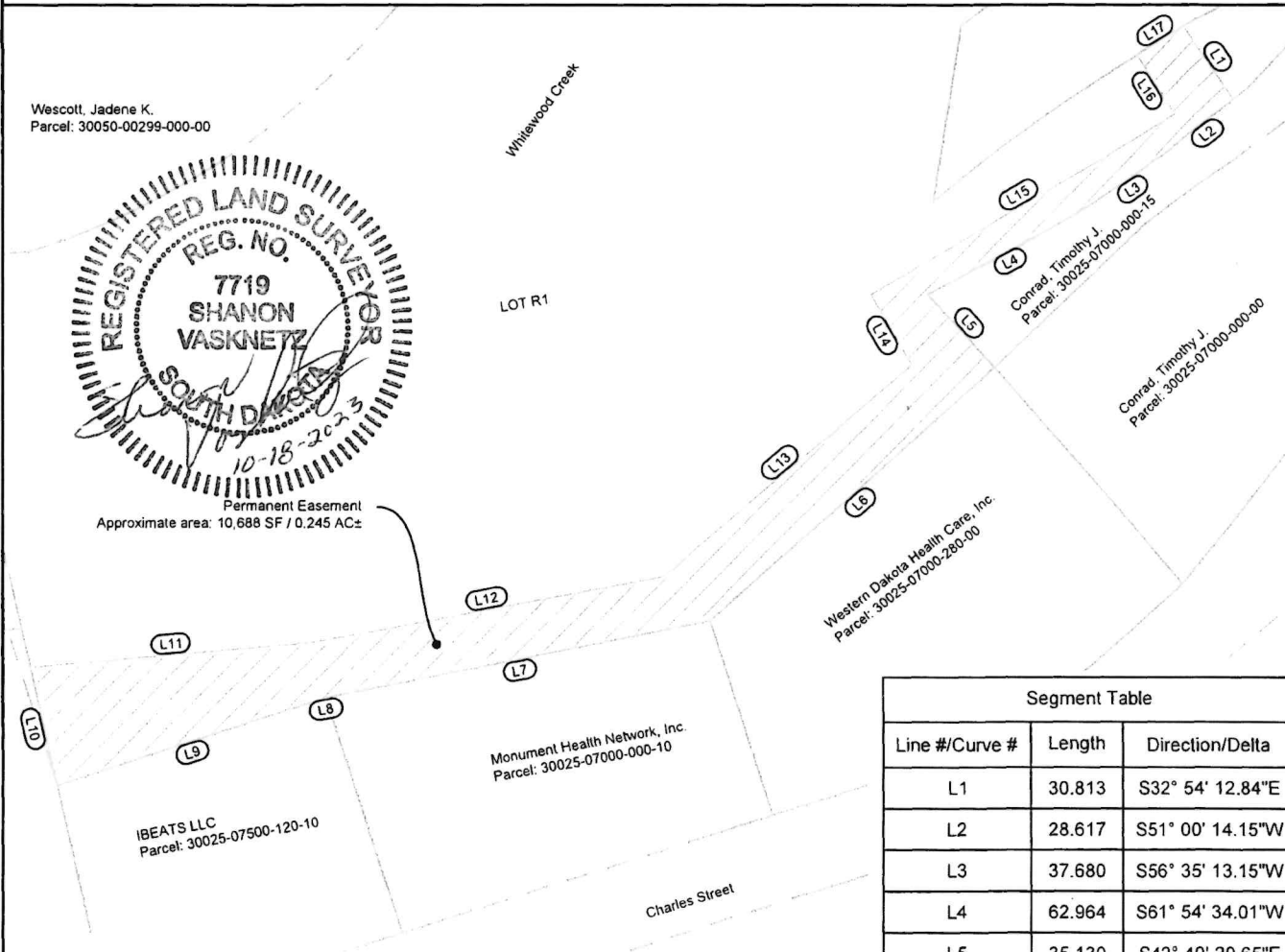


OCTOBER 18 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

LOT R1 OF CITY OF DEADWOOD RAILROAD PROPERTY
 ALL LOCATED IN THE NW1/4 OF SECTION 26 AND THE NE1/4 OF SECTION 27, T5N, R3E, B.H.M,
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



LEGEND

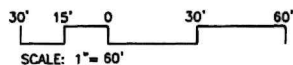
- Parcel Line
- Easement Line
- Easement Hatch

Segment Table		
Line #/Curve #	Length	Direction/Delta
L1	30.813	S32° 54' 12.84"E
L2	28.617	S51° 00' 14.15"W
L3	37.680	S56° 35' 13.15"W
L4	62.964	S61° 54' 34.01"W
L5	35.130	S42° 40' 20.65"E
L6	134.980	S48° 35' 50.15"W
L7	139.000	S78° 50' 14.15"W
L8	1.193	S79° 07' 35.90"W
L9	98.504	S71° 56' 29.48"W
L10	42.714	N12° 49' 17.45"W
L11	100.812	N85° 02' 01.23"E
L12	125.648	N79° 28' 25.73"E
L13	115.619	N49° 53' 22.36"E
L14	28.724	N30° 04' 57.96"W
L15	126.146	N59° 55' 02.04"E
L16	25.234	N33° 31' 08.97"W
L17	20.114	N59° 51' 27.68"E

PREPARED BY:



Towey Design Group
 475 Villa Drive, Suite #3
 Box Elder, SD 57719
 605.600.3758



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



Doc #: 2023-04766
 Date: 11/1/2023 3:36:49 PM
 Davida D. Hansen
 Lawrence County Register of Deeds
 Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 31 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Judy R. Fidler, 8 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

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

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

Lots 3A and 4 of the replat of probate lot 140 and U.S.M.S. 1253 into Ryan Addition, located in the SW1/4 of Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota, According to the plat filed in the office of the Lawrence County Register of Deeds as document number 78-3074.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

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

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.



Doc #: 2023-04766
 Page 1 of 4

GRANTOR:

By: Judy Fidler
Judy R. Fidler

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 31 day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Judy R. Fidler, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)



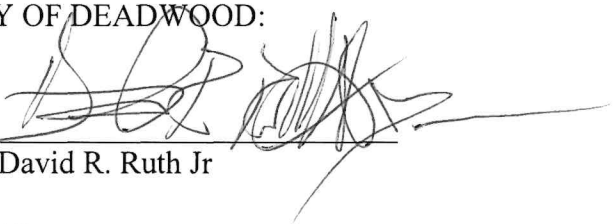
Notary Public Krista Schneider

My Commission Expires: MY TERM EXPIRES
FEBRUARY 28, 2027



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

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth Jr


Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this 31 day of October, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST


Jessica McKeown
Finance Officer

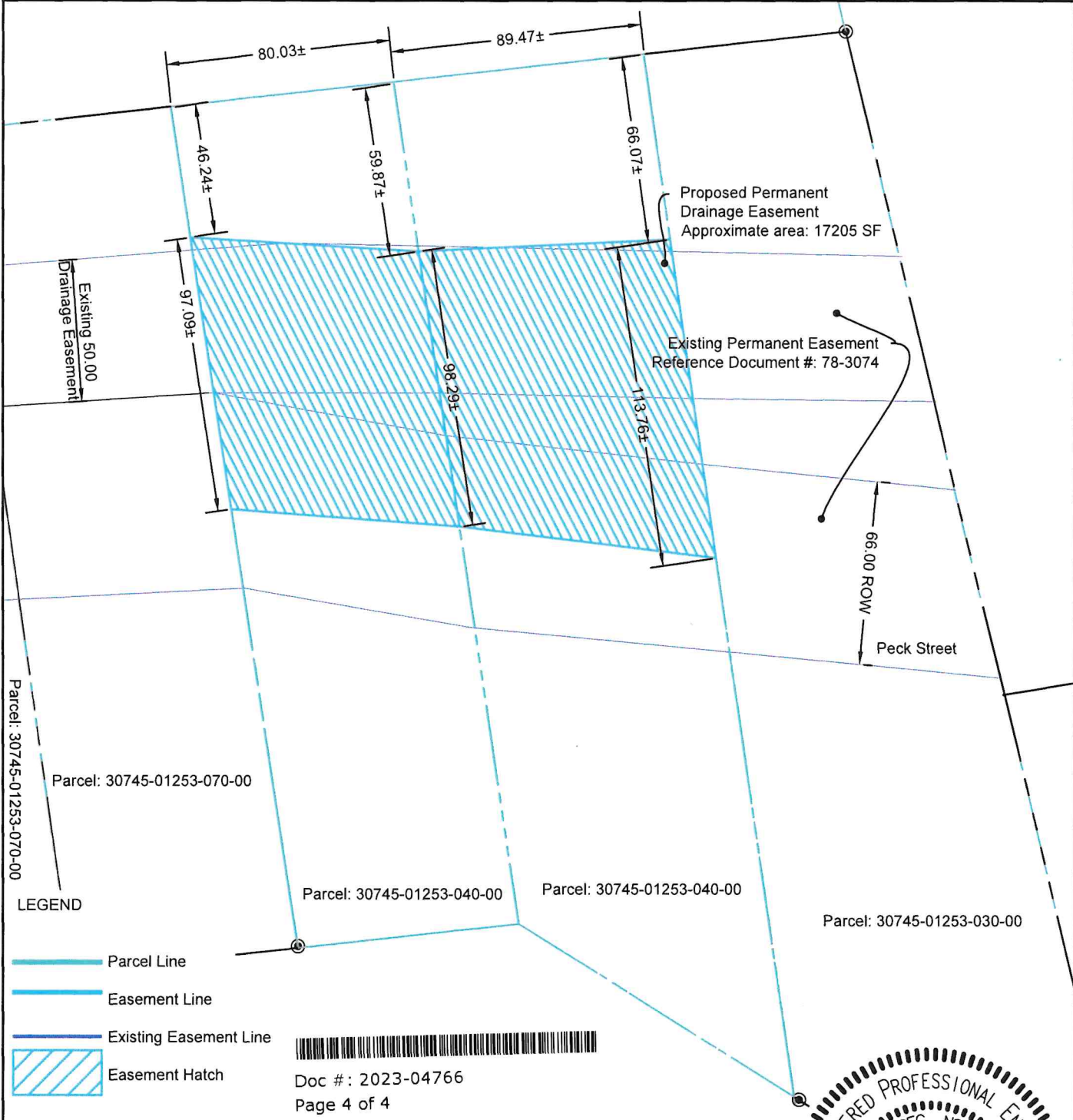


OCTOBER 20 2022

EXHIBIT 'A'

PERMANENT DRAINAGE EASEMENT

Ryan Addition Lots 3a & 4 less Street ROW Plat 1978-03074



LEGEND

- Parcel Line
- Easement Line
- Existing Easement Line
- Easement Hatch

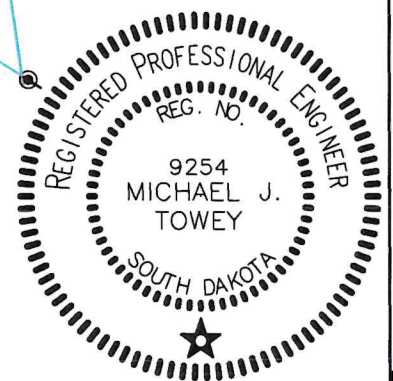
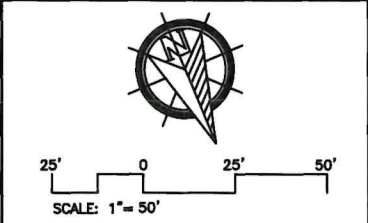


Doc #: 2023-04766
Page 4 of 4

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.
435 11th Ave, Box 5100, SD 57703
605.600.8752 mtowey@toweydesigngroup.com



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



Doc #: 2023-04767
 Date: 11/1/2023 3:36:50 PM
 Davida D. Hansen
 Lawrence County Register of Deeds
 Fee: \$ 30.00

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda H. Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTORS."

Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its agents, representatives, successors and assigns, the right, privilege to use a temporary easement, to enter upon the lands of Grantors for the purpose of repairs along the banks of Whitewood Creek in the City of Deadwood.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as is reasonably necessary to access Whitewood Creek; and the right to use so much of the adjoining premises of Grantors, during construction and stabilization of the banks along the creek and surface work and temporary storage of construction machinery and equipment as may be required to permit the operation of construction of said machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantees property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere



with or endanger the repair of Whitewood Creek and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing rights are granted upon the express understanding and condition that Grantee will assume liability and indemnify, hold harmless and defend Grantor, for any and all damage to persons, or property, hereinbefore described, caused by or arising out of Grantee's failure to use due care in its exercise of the granted rights unless such claims, lawsuits, or demands for damage are a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 180 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]



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

GRANTORS
 LANDOWNERS:

Linda H Blair

 Linda H. Blair

STATE OF South Dakota)
)ss
 COUNTY OF Lawrence)

ACKNOWLEDGMENT

On this, the 6th day of October, 2023, before me, the undersigned officer, personally appeared Linda H. Blair who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

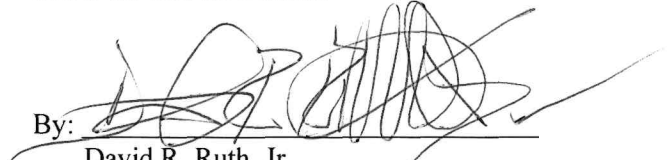
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Carl Stubeck

 Notary Public Lawrence County Court
 My commission expires: Clerk Magistrate

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth, Jr.
Its: Mayor

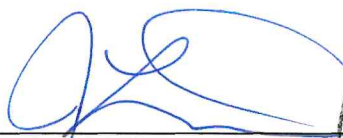
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT


On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(ATTEST)



Jessica McKeown
Finance Officer



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



Doc #: 2023-04768
 Date: 11/1/2023 3:36:51 PM
 Davida D. Hansen
 Lawrence County Register of Deeds
 Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

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

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

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.J., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

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

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.



Doc #: 2023-04768
 Page 1 of 3

GRANTOR:

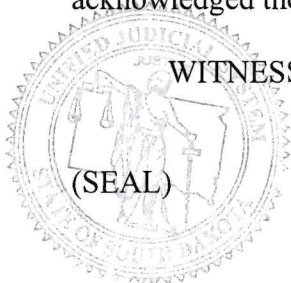
By: Linda H Blair
Linda Blair

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Linda Blair, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

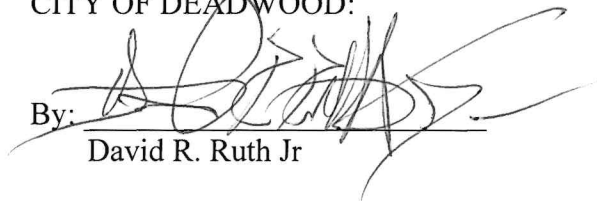


Notary Public Carol Latuseck
My Commission Expires: Lawrence County Court
Clerk Magistrate



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

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this 31 day of October, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST


Jessica McKeown
Finance Officer



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



Doc #: 2023-04769
 Date: 11/1/2023 3:36:52 PM
 Davida D. Hansen
 Lawrence County Register of Deeds
 Fee: \$ 30.00

PERMANENT ACCESS EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda H. Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

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

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

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

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

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.



Doc #: 2023-04769
 Page 1 of 3

GRANTOR:

By: Linda H Blair
Linda H. Blair

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Linda H. Blair and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

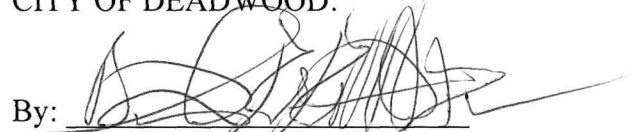


Notary Public Carl Latuseck
My Commission Expires: Lawrence County Clerk of Courts



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

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth Jr
Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this 31 day of October, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST


Jessica McKeown
Finance Officer



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



Doc #: 2023-04770
Date: 11/1/2023 3:36:53 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff Street, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTORS."

Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its agents, representatives, successors and assigns, the right, privilege to use a temporary easement, to enter upon the lands of Grantors for the purpose of repairs along the banks of Whitewood Creek in the City of Deadwood.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

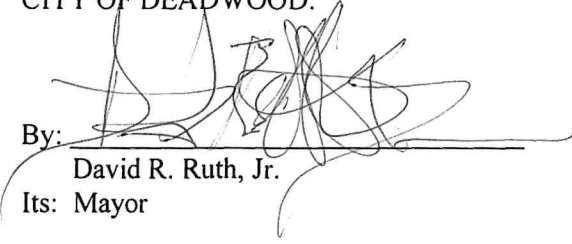
Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, Except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E 1/2 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantors as is reasonably necessary to access Whitewood Creek; and the right to use so much of the adjoining premises of Grantors, during construction and stabilization of the banks along the creek and surface work and temporary storage of construction machinery and equipment as may be required to permit the operation of construction of said machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantees property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere



GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth, Jr.
Its: Mayor

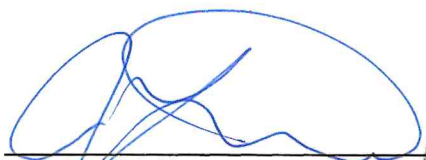
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(ATTEST)


Jessica McKeown
Finance Officer



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



Doc #: 2023-04771
 Date: 11/1/2023 3:36:54 PM
 Davida D. Hansen
 Lawrence County Register of Deeds
 Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff Street, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

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

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

Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

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



GRANTOR:

By: Robin Arsaga
Robin Arsaga, President
BRK3 LLC

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Robin Arsaga, President, BRK3 LLC and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



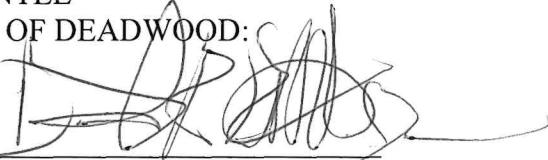
Notary Public Carol Latuseck
My Commission Expires: Lawrence County Court Clerk Magistrate



The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

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

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth Jr
Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this 31 day of October, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST


Jessica McKeown
Finance Officer



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



Doc #: 2023-04772
Date: 11/1/2023 3:36:55 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT ACCESS EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff Street, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

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

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

Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, Except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E 1/2 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

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



Doc #: 2023-04772

Page 1 of 3

GRANTOR:

By: Robin Arsaga
Robin Arsaga, President, BRK3 LLC

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Robin Arsaga, President, BRK3 LLC and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



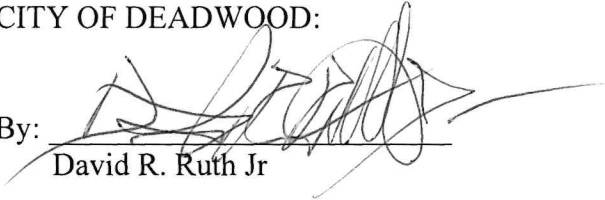
Notary Public Caul Gatusack
My Commission Expires: Lawrence County Court Clerk Magistrate



The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

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

GRANTEE
CITY OF DEADWOOD:

By: 
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this 31 day of October, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST



Jessica McKeown
Finance Officer



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



FB
422

RAPID CITY, SD
(605) 341-3473

INVOICE

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

Invoice No: 115012606
Invoice Date: 9/27/2023
Work Order: 115014859
Complete Date: 9/19/2023
PO Number:
Alt WO Number:
Customer ID: CITYOFD545

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	3.00	15.00	45.00
5 LB Dry Chemical Extinguisher 6-Yr Maintenance	10.00	23.00	230.00
5 LB Dry Chemical Ext. Low Pressure Hydro Test	25.00	44.00	1,100.00
10 LB Dry Chemical Extinguisher 6-Yr Maintenance	7.00	36.00	252.00
10 LB Dry Chemical Ext. Low Pressure Hydro Test	7.00	57.00	399.00
20 LB Dry Chemical Ext. Low Pressure Hydro Test	1.00	67.00	67.00
15 LB CO2 Extinguisher High Pressure Hydro Test	2.00	63.00	126.00
5 LB Dry Chemical Extinguisher Recharge	3.00	23.00	69.00
Fire Extinguisher Annual Inspection	237.00	0.00	0.00
PTS VLV STEM ASSY DRYCHE AX	13.00	19.00	247.00
PTS O-RING OR27	15.00	5.00	75.00
42909 VLV STEM ASSY DRYCHE ANS	27.00	19.00	513.00
PTS O-RING DRYCHE ANS SENTRY	26.00	5.00	130.00
24489 ANS METAL VLV STEM ASSY	2.00	19.00	38.00
OR29 O RING	2.00	5.00	10.00
PTS VLV STEM ASSY DRYCHE BUCKEYE	12.00	19.00	228.00
OR37 O RING	12.00	5.00	60.00
PTS VLV STEM ASSY DRYCHE BADGER	2.00	19.00	38.00
QR40 O RING	1.00	5.00	5.00
ANS DRYCHE 5# ABC AL/FIXED VHCL BKT	2.00	164.00	328.00
Fire Extinguisher Inspection	1.00	711.00	711.00

Work Description: Fire Extinguisher - Annual Inspection

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



RAPID CITY, SD
(605) 341-3473

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

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

INVOICE

Invoice No:	115012606
Invoice Date:	9/27/2023
Work Order:	115014859
Complete Date:	9/19/2023
PO Number:	
Alt WO Number:	
Customer ID:	CITYOFD545
Terms:	Net 30

To Pay by Check or Credit Card
(651) 272-3251

Account Inquiries
ar@summitcompanies.com

MAKE CHECKS PAYABLE TO
SUMMIT FIRE PROTECTION
PO BOX 851675
MINNEAPOLIS, MN 55485-1675

Subtotal:	4,671.00
Sales Tax:	0.00
Payments:	0.00
Total Due:	\$4,671.00

Cust: CITYOFD545

Inv: 115012606

**APPROVAL OF APPLICATIONS
FOR LIQUOR/WINE LICENSE RENEWALS FOR 2023**

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
 BY Development Inc., Cadillac Jacks (RL-504)
 Deadwood Gaming CHCI LLC, Deadwood Comfort Inn (CL-501)
 Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
 DHIH, LLC – Rocksino by Hard Rock Deadwood, (CL-508)
 Ernest Hospitality, LLC, Deadwood Gulch Resort (CL-15404)
 First Gold, Inc., First Gold Hotel, (CL-502)
 Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)
 Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
 Mason Hotel, (CL-511)
 SGMSD LLC, Historic Franklin Hotel (CL-506)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)
 Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)
 Ernest Hospitality, LLC., Deadwood Gulch Resort, (PL-4522)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)
 Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)
 B.P.O Elks Lodge #508, Elks Lodge (RL-5540)
 Broken Arroe Trading company, Broken Arrow Trading Company (RL-5536)
 DBUH, LLC, Bullock Hotel (RL-5542)
 Full Throttle S'loonshine, LLC, Deadwood Distillery (RL-5534)
 Main Ledge LLC, Midnight Star (RL-5995)
 Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)
 Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)
 SGMSD LLC, Silverado Gaming Establishment (RL-5538)
 VFW Post 5969, VFW (RL-5541)

RETAIL (ON SALE) LIQUOR – RESTAURANT

Jacobs Restaurant Inc. Jacobs Restaurant (RR-26948)
 Mustang Sally's, Inc., Mustang Sally's (RR-26941)
 Door 4 LLC, Fairmont Hotel/Oyster Bay (RR-29555)

RETAIL (ON-OFF SALE) WINE

Aces Full Inc., Mr. Wu's (RW-6646)
 Angels Attic Uncorked, Angels Attic (RW-20691)
 Black Hills Provisions, The Vault (RW-29579)
 Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)
 BY Development Inc., Cadillac Jacks, (RW-6537)
 Celebrity Hotel, Inc, Celebrity Hotel (RW-26807)
 Clark & Apex, Deadwood Badlands, (RW-29204)
 Deadwood DDG, Black Hills Deadwood (KOA) (RW-27686)
 Deadwood Hotels, Four Points by Sheraton, (RW-27808)
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant (RW-27949)
 Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
 Deadwood Tobacco Company, Deadwood Tobacco (RW-6648)
 Door 4 LLC, Fairmont/Oyster Bay (RW-6461)
 Ernest Hospitality, LLC, Deadwood Gulch Resort, (RW-6401)
 Family Dollar Stores of SD, Family Dollar (RW-26390)
 First Gold Inc., First Gold Hotel (RW-27660)
 Gold Run LLC, Super 8 Deadwood, (RW-6447)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
 Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
 Jacobs Restaurant Inc., Jacobs Restaurant, (RW-26825)
 Jacobs Family International, Jacobs Gallery (RW-25947)
 Michelles Tacos Deadwood LLC, Michelles Tacos Deadwood (RW-28261)
 M.S. Mail, LLC, M.S. Mail, (RW-22642)
 Mustang Sallys Inc., Mustang Sallys, (RW-6499)
 Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
 Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
 SGMSD, LLC, Silverado, (RW-6436)
 SGMSD LLC, Historic Franklin Hotel, (RW-6643)
 Sportsbook Deadwood LLC, The Landmark Casino (RW-29206)
 Waufle Travel, Deadwood Day Spa (RW-27362)
 Winery Hill City LLC, Sick & Twisted Brewing, (RW-24025)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)

**NOTICE OF PUBLIC HEARING
DEADWOOD'S SNOCROSS
OPEN CONTAINER, TEMPORARY LIQUOR LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 6, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Event Complex:

Request to waive event fees at the Event Complex for Snocross from Monday, January 22 through Sunday, January 28, 2024.

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

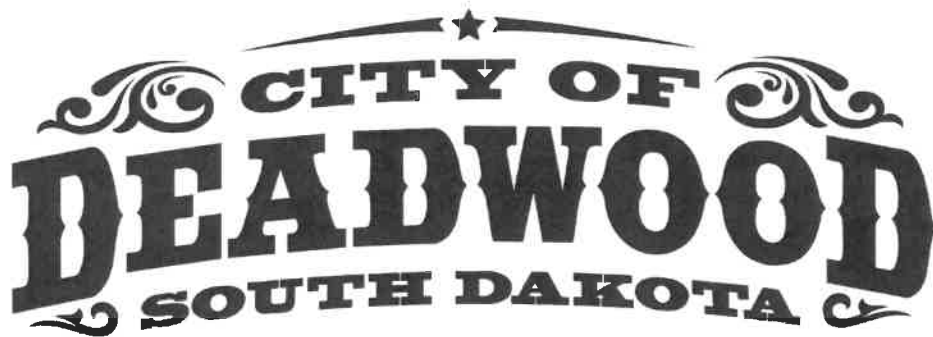
Dated this 16th day of October, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, October 19, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Snocross 2024

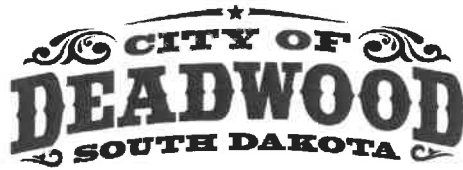
Date: 1/26-27

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: Deadwood Snocross Showdown

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber of Commerce

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876 Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): Jan 22nd Hour(s): 6am

Event Date(s): Jan 26-27 Hour(s): 8am-10pm

Clean-up Date(s): Jan 28 Hour(s): 8am-2pm

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 #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Snocross Showdown

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: Carl Schubitzke Title: Race Director
 Phone: 763-497-8474 Representing: ISOC Racing

Name: Dory Hanson Title: Director
 Phone: 605-578-1876 Representing: Deadwood Chamber

Name: Fritz Carlson Title: Owner
 Phone: 605-210-1780 Representing: Badlands Security

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	\$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 or facility use fee to each ticket sold. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities	\$ _____
Baseball Fields	\$ _____
Parking Lots	\$ _____
Cleaning/Trash Removal	\$ <u>500</u>
Streaming	\$ <u>250</u>
Total Fees	\$ <u>750</u>

Request to Waive

Complex Fees

Refundable Deposits

Key Deposit	\$ <u>100</u>
Damage Deposit	\$ <u>2500</u>
Total Deposits	\$ <u>2600</u>

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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 SJK

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 SJK

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 SJK

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 SJK

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

Initials SJK

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

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

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

Initials SJK

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 restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials SJK

**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) 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: The Deadwood Chamber of Commerce
Name: Sarah Kryger Title: Event Coordinator
Signature:  Date: 9-19-23

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):

- Deadwood Snocross Showdown.
- Snowmobile races.

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 SJK

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 SJK

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 SJK

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 SJK

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 SJK

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 SJK

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 SJK

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 SJK

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 SJK

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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 extent allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

Event Complex Parking Requirements

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

The following rules are in force:

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

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


Additional Notes:

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

I have read and understand these rules.

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature: 

Dates/Times Alcohol will be served: 1/26 and 1/27

10am-10pm

Business name who will be serving: The Deadwood Chamber

Liquor Liability Insurance

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

Name of Insurance Company: _____

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 SJK

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 SJK

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 SJK

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 SJK

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23


Event Complex Sign and Banner Policy

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

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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. 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: The Deadwood Chamber of Commerce

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

Daytime Phone Number: 605-578-1876

Date of your Event(s): 1/26-27 2024 Group/Event Name: Deadwood Snocross Showdown

**CITY OF DEADWOOD
ORDINANCE 1386**

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** “17.08.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.08.010 Definitions

As used in this title:

"Zoning, Spot" or "Spot Zoning" is what results when a zoning ordinance creates a small island of property with restrictions on its use different from those imposed on the surrounding property.

SECTION 2: **AMENDMENT** “17.100.030 Standards Of Review” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.100.030 Standards Of Review

In reviewing an amendment to the text of this title or an amendment to the official zoning district map, the city commission and planning and zoning commission shall consider:

- A. Whether the proposed amendment is in conflict with any applicable portions of this title.
- B. Whether the proposed amendment is consistent with all elements of the comprehensive plan.
- C. Whether the proposed amendment is compatible with surrounding zone districts and land uses, considering existing land use and neighborhood characteristics.
- D. The effect of the proposed amendment on traffic generation and road safety.
- E. Whether and the extent to which the proposed amendment would result in demands on public facilities, and the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools and emergency medical facilities.
- F. Whether the proposed amendment is consistent and compatible with the community character in the city.
- G. Whether there have been changed conditions affecting the subject parcel or the surrounding neighborhood, which support the proposed amendment.
- H. Whether the proposed amendment would be in conflict with the public interest and is in harmony with the purpose and intent of this title.

- I. No proposed amendment shall be allowed that is a spot zoning. Spot zoning is a rezoning of a lot or parcel to benefit an owner for a use that is incompatible with surrounding land uses and that does not further Deadwood’s Comprehensive Plan. Spot zoning does not necessarily occur when there is an isolated parcel that is zoned differently than the adjacent zoning. Spot zoning occurs only when all of the following situations occur:
 - (1) The Planning and Zoning Commission finds a small parcel of land is singled out for special and privileged treatment.
 - (2) The Planning and Zoning Commission finds the property singled out for special and privileged treatment is not in the public interest but only for the benefit of the landowner.
 - (3) The action is not in accord with the Deadwood’s Comprehensive Plan.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION
_____.

Presiding Officer

Attest

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer

CITY OF DEADWOOD ORDINANCE NUMBER #1388																			
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND LEVYING PROPERTY TAX FOR 2023																			
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																			
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2024																			
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	Debt Serv. TIF #10	Debt Serv. TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #12 SecStage	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL
		101	206	209	211	212	213	214	215	216	719	721	725	727	602	603	607	610	
	410 GENERAL GOVT																		
411.1	Legislative	368,175																	368,175
413.1	Elections	1,800																	1,800
414.1	Attorney	50,000																	50,000
414.2	Finance	444,510																	444,510
419.2	Public Buildings	1,284,772																	1,284,772
419.3	Computer Network	135,600																	135,600
	420 PUBLIC SAFETY																		
421.0	Police	1,977,780																	1,977,780
421.1	DARE	1,500																	
422.1	Fire	433,429																	433,429
423.2	Bldg Inspection	110,810																	110,810
	430 PUBLIC WORKS																		
431.0	Streets	1,503,900																	1,503,900
432.0	Waste Disp.	168,000																	168,000
433.0	Water													977,145	35,000				1,012,145
436.0	Parking/Transportation																	2,364,290	2,364,290
437.0	Cemetery	49,000															141,255		190,255
451.0	Recreation Center	-		650,302															650,302
441.2	Animal Control	8,500																	8,500
	450 CULTURE/RECREATION																		
452.0	Parks	1,120,900																	1,120,900
452.1	Parks-FEMA	80,000																	
455.0	Library		183,580																183,580
457.1	Historic Pres.-Dept								567,280										567,280
457.2	Historic Pres.-Visitor Mgmt								484,000										484,000
457.3	Historic Pres-Interpreta.								552,000										552,000
457.5	Historic Pres-Grant/Loan								1,026,000										1,026,000
457.6	Historic Pres-Profess. Service								165,500										165,500
457.7	Historic Pres.-Buildings								1,025,000										1,025,000
	460 DEVELOPMENT																		
463.0	Business Improvem. Dist.				275,000	535,000	425,000	490,000											1,725,000
464.0	Planning/Zoning	200,200																	200,200
465.1	Dwd Improvement								500,000	95,000									595,000
465.3	City Promotion			356,025															356,025
	470 DEBT REDUCTION																		
470	Debt Reduction								1,172,050		260,000	160,000	150,000	20,000					1,762,050
	Budgeted for Operations and Debt Service	7,938,876	183,580	1,006,327	275,000	535,000	425,000	490,000	5,491,830	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	20,548,303
	510 FINANCING USES																		
511	Operating Transfer Out	97,259		135,000	15,000	15,000	15,000	15,000	1,523,170										1,815,429
		8,036,135	183,580	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	22,363,732

ORDINANCE NUMBER #1388																		
2024 APPROPRIATION ORDINANCE																		
Section 2.	General	Library	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres.	Revolving Loan	Debt Serv TIF #10	Debt Serv TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #12 StageRun	Water	Sewer	Mt Moriah	Park Meter/Trolley	TOTAL
	101	206	209	211	212	213	214	215	216	719	721	725	727	602	603	607	610	
Undesignated Fund Balance	891,898	-	26,327			-	-	-						(81,669)	(44,000)	-	576,528	1,369,084
310 Taxes	5,008,202		990,000	290,000	550,000	440,000	505,000			260,000	160,000	150,000	20,000					8,373,202
320 License/Permits	165,475						-											165,475
330 Intergovernmental Services	155,500	82,621						7,015,000	-									7,253,121
340 Charges for Goods/Services	206,150	-	125,000						95,000							132,500	-	558,650
350 Fines/Forfeitures	-	3,700															-	3,700
360 Miscellaneous Revenue	172,196	-	-				-	-						-		8,755	-	180,951
380 Operating Revenue	2,000						-							898,000	79,000	-	1,747,762	2,726,762
	6,601,421	86,321	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	816,331	35,000	141,255	2,324,290	20,630,945
390 Other Sources-Transfers	1,434,714	97,259												160,814			40,000	1,732,787
Total Means of Finance	8,036,135	183,580	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	22,363,732
Section 3 and 4.																		
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,300,702 for general purposes.																		
No interest and debt service fund will be paid from the tax levy.																		
CITY OF DEADWOOD										ATTEST:								
David Ruth, Jr., Mayor										Jessica McKeown, Finance Officer								
First Reading:	11/6/2023																	
Second Reading:	11/20/2023																	
Published:	11/22/2023																	
Adopted:	11/22/2023																	

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 COMMISSION CONSIDERATION OF FINAL PLAT

Staff Report

Date: October 27, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Consideration of Final Plat for PSF, LLC

APPLICANT(S): PSF, LLC

PURPOSE: Creating Property Line & Transfer of Land

ADDRESS: To Be Determined

GENERAL LOCATION: The Summit at Deadwood Stage Run

LEGAL DESCRIPTION: PLAT OF LOT 12, BLOCK 5 AND DEDICTED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: R1 Residential Multi-Family

STAFF FINDINGS:

Surrounding Zoning:

North: Multi-Family Residential

South: County

East: County

West: Residential

Surrounding Land Uses:

Vacant Lots

Vacant Land

Vacant Land

Vacant Lots

SUMMARY OF REQUEST

The purpose of this plat is to create property lines of a new subdivision lot to sell. The proposed lot is in an area that is in the process of being developed.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. Lot 12 is comprised of 0.499 Acres±.
3. The subject property is located within a Planned Unit Development and is zoned R1 – Residential designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are being developed to serve the property.
6. The area is currently characterized by a mixture of residential uses.

STAFF DISCUSSION

The subject property is owned by a legal entity, and they desire to create a new subdivision lot to sell. The potential buyer is aware that a building permit will not be issued until the infrastructure is completed.

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. Approved by the Deadwood Planning and Zoning Commission on October 18, 2023.
2. Approval/Denial by Deadwood Board of Adjustment

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



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

Application No. _____

APPLICATION FOR 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: PSF, LLC The Summit a Deadwood Inn

Address: PO Box 631 DEADWOOD SD 57732
Street City State Zip

Phone Number: 605-920-1240 Email Address: elli@psfusa7a.com

Property Address: NA

Property Owner: PSF, LLC

Property Owner Phone Number: 605-920-1240

Full Legal Description of Property: _____

Lot 12 Block 5 and dedication Public Right of Way of PALMWOOD of
DEADWOOD STATE by addition to the City of DEADWOOD
Purpose of this Plat: NEW SUBDIVISION Lot to SELL
NO FULLY TILL IN SUBDIVISION COMPLETED

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:  Date: 10-3-23

Staff Use Only

Fee: \$ 200⁰⁰ Paid On 10/4/23 Receipt Number 00188729

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 LOT 12, BLOCK 5 AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW¹/₄ OF SECTION 14, THE SE¹/₄ OF SECTION 15, THE NE¹/₄NE¹/₄ OF SECTION 22 AND THE N¹/₂NW¹/₄ OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION

49' R.O.W.

N 05°22'58" W 37.66'

A=84.31'
R=724.50'
D=6°40'02"
B=N 57°34'10" W
C=84.26'

S 60°54'12" E 7.70'

A=183.29'
R=224.00'
D=46°52'57"
B=S 01°12'12" W
C=178.22'

S 72°43'58" W 31.33'

A=142.86'
R=175.00'
D=46°46'22"
B=S 01°08'55" W
C=138.93'

49.0'

DEDICATED PUBLIC R.O.W. 0.871 Acres ±

N 19°24'17" W 367.71'

S 22°14'16" E 633.329'

C/L 16" DRAINAGE EASEMENT

N 67°45'44" E 317.17'

LOT 12 0.499 Acres ±

156.23'

117.50'

N 33°05'49" E

237.96'

N 45°41'40" E

N 33°05'49" E 59.58'

N 19°24'17" W 367.71'

N 45°41'38" E 195.26'

20' DRIVEWAY EASEMENT

20.0'

20' SEWER LINE EASEMENT

EXISTING 10' WIDE DRAINAGE EASEMENT

EXISTING 10' WIDE DRAINAGE EASEMENT

C/L 16' WIDE DRAINAGE EASEMENT

MYSTERY WAGON ROAD

MYSTERY WAGON ROAD

STAGE RUN ROAD 50' R.O.W.

PART OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION

RIDGESTONE PLACER M.S. 694

- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)



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

Date:	10/11/2023
Drawn By:	L. D. Vrem
Project No.:	23-414
Dwg. No.:	23-414.dwg

**PLAT OF LOT 12, BLOCK 5 AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD
STAGE RUN ADDITION TO THE CITY OF DEADWOOD
ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼/NE¼ OF SECTION 22 AND
THE N½NW¼ OF SECTION 23, T5N, R3E, B.H.M.,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

SURVEYOR'S CERTIFICATE

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

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

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____.

CHAIRMAN 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: _____

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNER: _____

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: _____

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:	10/11/2023
Drawn By:	L. D. Vrem
Project No.:	23-414
Dwg. No.:	23-414.dwg

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND SANDER
SANITATION SERVICE**

This Agreement is made this 6th day of November 2023 by and between the City of Deadwood, a municipal corporation of the State of South Dakota ("City"), of 102 Sherman Street, Deadwood, South Dakota 57732, and Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation Service of 7481 Stageshop Road, Black Hawk, SD 57718 ("Contractor").

Witnesseth: That for and in consideration of the payments and agreements as established in the Bid Proposal Form (Exhibit 1) attached hereto.

A. General:

1. Contractor agrees to curbside collection of Municipal Solid Waste (MSW) within the City of Deadwood once per household per week for the sum of \$23.42 per month per residential account.
2. Contractor agrees to collect, once a week, at no charge, MSW and/or dumpsters from the following buildings and locations within the City of Deadwood:
 - Deadwood City Hall, 102 Sherman Street;
 - Deadwood Parks and Street Department, 67 Dunlop Avenue;
 - Deadwood Public Library, 435 Williams Street;
 - Deadwood Fire Department, 737 Main Street;
 - Deadwood Recreation Center, 105 Sherman Street;
 - HARCC, 150 Sherman Street;*
 - Days of 76 Museum, 18 Seventy-Six Drive;
 - Deadwood Welcome Center, 501 Main Street; and
 - Deadwood Trolley Barn, 62 Dunlop Avenue.
3. All solid waste collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.

4. All recycling collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.
5. For the accounts under the Contract, the City agrees to bill monthly those customers and to pay the Contractor for this service at the end of each month.
6. This Contract does not cover the collection of wastes such as white goods or green waste (trees, brush). Contractor may remove recyclables from MSW.
7. City hereby grants the Contractor the exclusive right to provide the MSW collection and disposal services described in this Agreement.

B. Definitions of Terms:

The following words or phrases as used in this Contract shall be defined below unless the context clearly otherwise defines.

1. "Municipal Solid Waste" (MSW) shall mean the nonhazardous waste normally generated but excludes bulky waste, green waste, construction and demolition wastes, automobiles, ashes, street sweeping, and sewage sludge. The term "garbage" may be used interchangeably with MSW in this Contract and shall carry the same definition as MSW for this Contract. MSW includes refuse, cans, glass bottles, jars, paper, cardboard, and other materials and similar items that are capable of being recycled.
2. "Construction and Demolition Waste" (CDW) shall mean material waste, grubbing waste, and rubble from construction, remodeling, repair or demolition of buildings, bridges, and other structures, to include lumber, plaster, shingles, (wood or asphalt), tar paper and other nonhazardous waste ordinarily associated with construction or demolition. CDW will also include rubble, which includes earth or dirt, brick, cement blocks, broken asphalt or concrete, sand, or gravel and rocks.

3. "Bulky Waste" shall mean metal, furniture, appliances, tires, automobile frames or parts, mattresses, and other bulky materials.
4. "Green Waste" shall mean large brush, stumps, and large dead trees.
5. "Yard Waste" shall mean grass, leaves, shrubs, brush, tree limbs, small trees, vegetable/flower/garden plant waste.
6. "Hazardous Waste" shall mean any material so classified by the South Dakota Department of Environment and Natural Resources or by the Environmental Protection Agency.
7. "Container" shall consist of a plastic containers or dumpsters with lids.
8. "Disposal Site" shall mean the Rapid City Landfill.
9. "Tipping Fee" shall mean a fee paid by Contractor to the Rapid City Landfill for disposal.
10. "White Goods" shall mean refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, clothes dryers and other similar domestic and commercial large appliances

C. Term of Contract:

- I. The term of this Contract shall be for a term of five (5) years (the "Term") beginning on January 1, 2024 through December 31, 2028. This Contract may be renewed for a period of up to an additional (3) three, one year terms upon the terms and conditions to be agreed to between the parties ("renewal term"). The parties must agree to each renewal term ninety (90) days prior to the expiration of the current term or the agreement shall terminate upon its expiration date.

2. There will be an annual adjustment for inflation of 3.5%; no additional adjustments will be made during the Term including but not limited to adjustments for fuel and tipping fees.

D. Containers and Collection:

1. Contractor shall supply the MSW collection containers as needed to fulfill the needs of this agreement. The larger containers will be supplied by the Contractor for use at any City owned property.
2. Contractor shall supply the roll-off yard waste collection containers as needed to fulfill the needs of this agreement.
3. MSW containers and yard waste roll-offs shall be collected once a week.

Residential recycling containers shall be collected once a month. The Contractor shall establish a schedule of garbage collection which shall occur between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday. Exceptions may only be made when the Contractor has determined that an exception is necessary to complete collection of an existing route due to weather or unusual circumstances or upon mutual agreement of the Contractor and the City. If the collection schedule changes, the Contractor shall provide written notice to each Customer of the day of the week their garbage will be collected. This notice shall also contain a brief description of what types of waste that are permitted and not permitted in the container.

4. The City reserves the right to have final approval of routes, transfer stations, and location of containers for pickup.

5. The Contractor may suspend garbage collections on any day that falls on a legal state or federal holiday, or because of inclement weather. Such suspended garbage collection must be completed by the Contractor within three (3) days.
6. The Contractor shall furnish all labor, materials, equipment and other necessary items or expertise required for the loading and hauling of garbage deposited in the containers as previously defined.
7. The Contractor shall maintain books and records that relate to the garbage service provided under this contract in an orderly fashion and keep them open for inspection by the City at any and all times during business hours.
8. The Contractor may decline to load garbage from any container for the following reasons:
 - Container not accessible to the Contractor's truck at the scheduled time of pick up;
 - Solid Waste is not inside the container; or
 - Solid Waste contains sharp objects, liquids, yard waste, green waste, hazardous waste, construction and demolition waste, bulky waste and white goods or other unacceptable waste materials that would not be accepted for disposal at the disposal facility.
9. Should the Contractor decline to load garbage, the Contractor shall inform the Customers and provide a written record to the City as soon as possible, but within two days, of the reason the garbage was not collected, i.e., hazardous waste, improper container placement, etc.
10. The Contractor shall receive and respond to all complaints regarding services provided under this Contract. A written copy of the response to complaints will be furnished to the City. Should a complaint be unresolved for longer than ten days, the City will have the right to then demand resolution of the complaint within thirty days.

11. The City agrees that the Customers shall be responsible for the following:
- To ensure that the container is accessible to the Contractor according to the regularly scheduled pick up schedule;
 - To keep the container in a neat, orderly fashion and for keeping the lid closed; and
 - To be responsible for the cost of replacement of the container in the event same is intentionally damaged or destroyed or burned as a result of the conduct of the Customer.
12. If the Contractor fails to collect garbage as provided for in the contract with the City, such as to constitute a material breach of the same, the City may, after notice to Contractor and right to cure, find an alternate provider to perform the collection. Contractor shall then be responsible, in addition to any other penalty provided for in the contract, including possible termination of the contract, for an additional penalty of one and a half times the pro-rated daily rate.
13. If the Contractor fails to perform in a satisfactory manner, or to perform according to applicable ordinances, the City may, upon thirty (30) day prior written notice and reasonable opportunity to cure; terminate this Contract and make demands under the terms of the Performance Bond, Letter of Credit, or other Financial Instrument, as herein provided. Any notices given hereunder shall set forth with reasonable specificity the nature of the failure to perform.
14. All modifications or amendments of terms of this Contract must be in writing, approved by the City, signed by both parties, and attached to the original copies of the Contract maintained by both parties.

15. The Contractor shall keep his vehicles and equipment clean and in good working order at all times. Hydraulic leaks shall be repaired immediately, and vehicles shall be kept washed and clean.

16. The Contractor agrees to maintain a local telephone number (or a toll-free number) for handling Customer concerns, problems, complaints, and relations during normal business operating hours.

E. Tipping Fees:

Contractor shall pay tipping fees for disposal of all the MSW collected under this Contract.

F. Consideration & Payment:

A. The City shall perform the monthly billing and collection of payments from all Customers.

B. The City shall make payment to the Contractor on a monthly basis.

G. Insurance and Responsibility for Damage Claims:

The Contractor agrees to indemnify and hold harmless the City, its officers, employees and agents from and against all loss or expense by reason of liability imposed by law upon the City, its officers, employees and agents, for damage because of bodily injury, including death, sustained by any person or persons or on account of damage to property arising out of the performance of the work as set forth in the Contract documents. This shall include all injuries or damages to property that are due, or claimed to be due, to the negligence of the Contractor, or his Sub-Contractors, his officers, employees or agents. The Contractor shall obtain and keep in force during the term of the Contract, (comprehensive general liability insurance, including, but not limited to, Contractual liability insurance, and comprehensive motor vehicle liability insurance. Said insurance shall provide coverage to the Contractor and any Sub-Contractor, performing work provided in this Contract. The coverage shall protect against all claims for personal injury, including accidental death, and

claims of property damage which may arise from any act or omission of the Contractor or Sub-Contractor, or their respective agents or employees or by anyone directly or indirectly employed by any of them. Said coverage shall also protect the Contractor for all liability assumed by the Contractor under the terms of this Contract.

The minimum policy limits of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

\$500,000.00 per person
 \$1,000,000.00 per accident
 \$200,000.00 property damage

COMPREHENSIVE MOTOR VEHICLE LIABILITY

\$500,000.00 per person
 \$1,000,000.00 per accident
 \$200,000.00 property damage

Prior to the approval of the signed Contract, the Contractor shall furnish the City with proper certificates of the insurance policies issued evidencing the above insurance coverage has been issued for one year and shall do so annually for the duration of the Contract. Said certificates shall also establish that the Contractor has Workmen's Compensation Insurance in effect for the Contract period. Said insurance shall name the City as additional insured. The insurance carrier shall also certify to the City that written notice shall be given to the City at least ten (10) days prior to cancellation of any coverage set forth in said certificate.

A. Contractors Bond.

The Contractor shall furnish the City during the Term a performance bond, a letter of credit, or other financial instrument in the amount of Thirty Thousand Dollars (\$30,000.00) for the faithful performance of its duties under the provisions of this Contract.

B. Assignment and/or modification.

The City and Contractor agree that this Contract cannot be assigned, sold or modified without the express written consent of the City.

(Signature page on following page)

Dated this 6th day of November, 2023.

CITY OF DEADWOOD

By: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, City Finance Office

Dated this ____ day of November, 2023.

SANDER SANITATION SERVICES

By: _____
Its: _____

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of November, 2023, before me, the undersigned officer, personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Pit Crew 2 You
910 East Watertown Street
Rapid City SD 57701
6054845522

Estimate #58

Customer: RILEY, TOM
Address: 108 SHERMAN STREET
DEADWOOD, SD 57732

Cell:
Home:
Work: 60557782622

Vehicle: 2021 Ford F53
VIN: 1F66F5DN3M0A05696
Created: 10/18/2023

Odometer:
Tag:

Type	Description	Part No	Condition	Qty/Hrs	Price	Total
Labor	Mobile Brake repair labor		-	2.5	\$125.00	\$312.50
NPart	HD Fleet REAR Brake Pads	FLT FT7972	-	1	\$269.80	\$269.80
NPart	HD Fleet FRONT Brake Pads Semi-Metallic	FLT FT7655F	-	1	\$306.80	\$306.80

Note: M - Labor Database, Copyright, Mitchell International, All Rights Reserved

Supplies: \$20.00
Tax: \$0.00
Total: \$909.10

I do ___ do not ___ request the return of replaced parts. Flat Rate/ Hourly Rate/ Both Apply If your vehicle is not picked up within 72 hours after completion of work performed, customer agrees to a daily storage fee of not more than \$50.00. Customer further agrees that the repair shop will not be liable for the vehicle or articles left in the vehicle in case of fire, theft, accidents or other causes beyond control. My vehicle may be driven by your employees for road testing at my risk.

SIGNED _____ DATE _____

Estimates are valid for 5 Days

Payment Type: CASH___ CHECK___ CHARGE___ OTHER___



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention — protection — enforcement

October 18, 2023

City of Deadwood
c/o Kevin Kuchenbecker
108 Sherman St
Deadwood, SD 57732

Dear City of Deadwood:

Enclosed is the 2019 Infrastructure Disaster Recovery Program Agreement.

Once you have reviewed the agreement and if you still wish to participate in this program, City of Deadwood will need to hold a meeting. During this meeting, the City of Deadwood will need to approve signing the enclosed agreement and appoint a designee.

After the meeting, please complete the fields in Section III E, handwrite the name and title of the designee, date, and then, have the designee sign each copy of the agreement. Attach a copy of the meeting minutes and return both copies of the agreement to:

SD Dept of Public Safety
Attn: Arin Diedrich
118 W Capitol Ave
Pierre, SD 57501

Once the agreement has been fully executed, we will mail an original to you.

Also enclosed is a reimbursement request. Payments from the Infrastructure Disaster Recovery Program will be made on a reimbursement basis. If you have incurred, and paid for, expenses related to the FEMA projects referenced in your agreement and would like to receive reimbursement at this time, please complete the enclosed reimbursement request and submit it and all supporting documentation when you return both copies of the agreement.

If you have any questions, please contact me at 605-773-3178 or Arin.Diedrich@state.sd.us.

Sincerely,

Arin Diedrich
Management Analyst

2019 INFRASTRUCTURE DISASTER RECOVERY PROGRAM AGREEMENT

THIS AGREEMENT is made by and between the State of South Dakota and its Department of Public Safety, Office of Emergency Management (hereinafter referred to as “the State”) and the City of Deadwood (hereinafter referred to as “City of Deadwood”).

I. RECITALS

- A. The City of Deadwood is an eligible applicant in one of the four Presidential Disasters declared in South Dakota in 2019 for the United States Department of Homeland Security, Federal Emergency Management Agency (“FEMA”) Public Assistance Grant Program, which FEMA pays 75% of project costs as public assistance funds (“Federal Share”), the City of Deadwood pays 15% of the project costs (“Local Share”), and the State pays 10% of the project costs (“State Share”).
- B. The State established the 2019 Infrastructure Disaster Recovery Program (“the 2019 IDR”) which advances funding for an eligible project(s) in an amount representing the Federal Share and the Local Share. The City of Deadwood desires to participate in the 2019 IDR and submitted an application (attached hereto as Exhibit A and hereby incorporated by reference) to the State.
- C. The application of the City of Deadwood affirms that the eligible project(s) is an emergency by nature and the result of unprecedented storms, flooding, and damage to homes, businesses, and South Dakota’s public infrastructure, particularly roads during 2019.
- D. The State reviewed the application of the City of Deadwood, approves of the request for 2019 IDR advance funding for the eligible project(s), and agrees to advance funding to the City of Deadwood under the terms of this Agreement, and the City of Deadwood accepts the terms of this Agreement;

II. NOW, THEREFORE, the parties to this Agreement agree as follows:

- A. Project. The eligible project(s) for this Agreement is: DSR4467 Project #123108 (the “Project”). The Presidential Disaster(s) for which funding is available under the Public Assistance Grant Program for the Project is \$7,575,00. This Agreement shall be for an amount up to \$6,817,500.
- B. Maximum Project payment. The State agrees to advance up to the amount of \$6,817,500, which represents the Federal Share and Local Share. The failure of the City of Deadwood to complete the Project for this amount shall not be grounds for default or termination of this Agreement, regardless of the reason or circumstance for such failure. Should additional funding be needed beyond this amount to complete the Project, the parties may negotiate and enter into a separate agreement for any additional funding.
- C. Payments. The City of Deadwood shall make Project payment requests, with detailed cost sheets, to the State as costs for the Project under this Agreement accrue, and within 45 days of receiving such request, the State will advance to the City of Deadwood such amount requested to cover those costs.
- D. Repayment of Federal Share Advanced by the State. Federal regulations require that FEMA funding be paid to the subrecipient. The City of Deadwood agrees to reimburse the State for the

advances made by the State which constitute the Federal Share of the Project, and any applicable interest, upon receipt of Public Assistance Grant Program funding by the City of Deadwood. The State will provide a billing notice for the amount representing the Federal Share advanced by the State. Payment to the State for the Federal Share advanced by the State is due upon receipt of the billing notice. The City of Deadwood shall be obligated to reimburse the State at an annual interest rate of zero percent (0%) either within thirty-six (36) months from the date of execution of the original Agreement or within thirty (30) days of final settlement with the United States Department of Homeland Security, FEMA Public Assistance Grant Program, whichever occurs first. If the outstanding balance of the Federal Share advanced by the State is not paid in full either within thirty-six (36) months from the date of execution of the original Agreement or within thirty (30) days of final settlement with the United States Department of Homeland Security, FEMA Public Assistance Grant Program, whichever occurs first, any outstanding balance shall accrue interest at the rate of two percent (2.0%) per annum. The City of Deadwood shall be responsible to the State for any outstanding balance remaining after the application of Public Assistance Grant Program funding, less the State Share of Project costs, if any.

- E. Repayment of Local Share Advanced by the State. The City of Deadwood agrees to reimburse the State for all portions of the amount advanced not approved by FEMA, portions constituting the Local Share of the Project, and any applicable interest, less the State Share of Project costs, if any. The City of Deadwood shall be obligated to reimburse the State at an annual interest rate of zero percent (0%) within eighteen (18) months from the date of execution of this Agreement, and at the rate of two percent (2.0%) per annum thereafter.
- F. Payment Schedule. All advances made by the State under this Agreement must be repaid to the State within seven (7) years from the date of this Agreement. After eighteen (18) months from the date of this Agreement, the City of Deadwood will make a minimum of two payments per year to the State in accordance with the Payment Schedule attached hereto as Exhibit B and hereby incorporated by reference.
- G. Withholdings in Event of Default. The City of Deadwood understands this is an unsecured advancement of state funds. In consideration thereof, the State reserves the right to withhold any and all state funds, including but not limited to sales and use tax, from the City of Deadwood if: (a) the amounts due and owing to the State under this Agreement are not paid in full within seven (7) years from the date of this Agreement; (b) the City of Deadwood is late on making a payment or violates any of the Payment Schedule terms in Exhibit B; or (c) the City of Deadwood violates any term of this Agreement.
- H. Prior repayment. The City of Deadwood shall have the option in its sole discretion to prepay any or all of the amounts advanced by the State under this Agreement without penalty; however, the City of Deadwood shall provide fifteen (15) days prior notice to the State before making a prepayment for accurate calculation of principal and interest due.
- I. No Other Federal Funds. With the exception of the Federal Share of public assistance funds, the City of Deadwood will not use any other federal funds to repay the State.
- J. Subrecipient Eligibility. The City of Deadwood shall be responsible for maintaining its eligibility as a subrecipient for federal funds. Should the City of Deadwood become ineligible as a subrecipient for federal funds for any reason whatsoever, the City of Deadwood remains obligated to repay the State in full. Further, the City of Deadwood agrees to provide any

documents requested by the State to ensure that the City of Deadwood is complying with the terms of this provision.

- K. Program Eligibility. To maintain eligibility for 2019 IDRPs funding under this Agreement, the City of Deadwood shall: 1) provide proof on an ongoing funding source to repay the advance; 2) provide quotes in accordance with South Dakota law for eligible "shovel ready" projects; 3) submit a mitigation project proposal; 4) follow all FEMA requirements; 5) provide annual financial statements and audits to demonstrate a need for 2019 IDRPs funding; and 6) provide all required supporting documentation, including costs, with each payment request.

III. GENERAL CONDITIONS

- A. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- B. This Agreement may not be amended, except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- C. All parties agree to the jurisdiction of the courts of the State of South Dakota, and venue for any dispute or enforcement of this Agreement shall be in the Sixth Judicial Circuit, Hughes County, South Dakota.
- D. In the event the City of Deadwood breaches any of the terms or conditions hereof, the State may terminate this Agreement at any time with or without notice, and the total outstanding balance to the State shall be immediately due.
- E. The City of Deadwood has designated its _____ as its authorized representative and has empowered said _____ the authority to sign this Agreement on behalf of the City of Deadwood. Attached hereto as Exhibit C and hereby incorporated by reference is a copy of the minutes of the City of Deadwood showing the approval of this Agreement and designation of the signatory below.



 Applicant

State of South Dakota
 Department of Public Safety

Print Name: _____

Robert Perry

Title: _____

Cabinet Secretary

Date: _____

Date: _____

EXHIBIT B

City of Deadwood in Lawrence County Loan Repayment Schedule

Loan Amount:
Interest Rate:
Loan Agreement Date:
Total Principal & Interest
Payment Amount
Repayment Terms:

Note: This exhibit will be updated as needed to set up a payment schedule once the repayment terms have been met.

Payment Number	Payment Due Date	Beginning Balance	Principal Amount	Interest Amount	Total PI	Ending Balance
1						-
2						-
3						-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12				-		-
13						-
14						-
Total			-	-	-	

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



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

MEMORANDUM

Date: November 2, 2022
To: Deadwood City Commission
From: Justin Lux
Re: FMG Engineering Quote for Deadwood Hill Trailhead Parking Area

Find attached a quote for construction documents and design for the proposed Deadwood Hill Trailhead parking area from FMG Engineering. I reached out to FMG Engineering because they prepared the concept for the parking lot. Their proposal is \$34,650, approximately 7% of the probable construction cost.

I reached out to KLJ Engineering and Avid4 Engineering for quotes. After reviewing the project information, both firms declined to provide quotes. I am requesting permission to accept FMG Engineering's proposal for services of \$34,650 to be paid out of Parking & Transportation Professional Services line item.

Thank you for your consideration to this matter.


Justin Lux



October 9, 2023

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

VIA EMAIL
justin@cityofdeadwood.com

**Re: Civil Engineering Proposal
 City of Deadwood Parking Lots
 Deadwood Hill Trailhead and Field of Dreams Parking Areas
 Deadwood, South Dakota**

Dear Justin:

We understand that the City of Deadwood desires to construct two new parking lots in Deadwood. The sites are generally referred to as the Deadwood Hill site and the Field of Dreams site. This proposal includes a general description of scope and fees to complete Civil Engineering design and produce construction level plans and specifications for each site.

The Deadwood Hill site is located approximately 0.1 miles south of mile marker 30 along Highway 85 north of Deadwood. The site is currently developed with a small gravel approach and turnaround. A gravel parking lot is proposed, and design would include a drainage study of the contributing area and parking lot to ensure the downstream conveyance and drainage elements are not adversely affected by construction. Optional fees for Landscaping design services for a trail system and other site features have also been provided.

The site of the proposed Field of Dreams parking area is located on City property on the southeast side of the fairgrounds. The subject parcel is described as Deadwood City Shop Tract, portion of M.S. 242, 335 & also all of Lot A & Lot F of M.S. 335 Plat 1990-03810. This site is currently developed with a City Public Works storage yard and is mostly covered with gravel and unpaved storage areas. This site is relatively steep and significant grading and retaining walls area anticipated. Additionally, considerable utility relocation and drainage improvements will be needed, including possible relocation of existing overhead power lines, and storm sewer. This scope considers the possible relocation of some of the known utility conflicts; however significant redesign due to unforeseen conditions or unknown utilities may require additional scope.

Site vicinity/layout figures have been attached to this proposal for reference.

The following tasks outline our approach and scope of work for the support of the project.

TASK 1 - TOPOGRAPHIC SITE SURVEY

FMG will perform a topographic survey of each site to supplement DOT survey and GIS contours. Existing utilities will be identified by a One Call Utility Locate. Utilities not located by the One Call may not be identified and private utility location is not included in this scope and would be additional work if required.



In addition to the topographic survey, FMG will collect aerial imagery of the project vicinity.

TASK 2 – CIVIL ENGINEERING DESIGN

Task 3 includes Design Development and Construction Documents.

Civil Engineering design will include surface features, site grading, stormwater improvements, water and sewer service lines, erosion control, and other associated civil engineering features.

Design for Stormwater detention and treatment is anticipated under the assumption the new imperviousness on the site will be higher than existing imperviousness.

FMG will attend a Kickoff Meeting and a review meeting(s) for each submittal as necessary.

Assumes all Mechanical Engineering, Electrical Engineering, and Structural Engineering (including larger Site Retaining Walls), if necessary will be by others. FMG will coordinate site plans with these items. FMG can retain a site electrical engineer if lighting plans are required. For planning purposes, a site electrical design would likely be on the order of \$8,000 to \$10,000 per site depending on existing electrical availability. We would suggest that we perform concept level design and investigative services and then have a schematic design meeting with the City and any other stakeholders to confirm the level of effort required for the electrical engineering consultant.

Excludes preparation of a DANR SWPPP for the erosion control plan. If a SWPPP is necessary, it will be required of the Contractor by a performance specification.

Excludes Traffic Impact Study. Traffic Impact Study, if required, is assumed by others.

Assumes Contractor or Client responsible for all obtaining all permits including permits from SDDOT if necessary.

This scope does not include geotechnical investigation or analysis of either site. A proposal for geotechnical investigation work can be provided if necessary.

TASK 3- BIDDING PERIOD SERVICES

FMG will provide limited bidding services to address bidder's questions and issue addenda.

TASK 4 – LANDSCAPING DESIGN

Task 4 includes Landscape Architectural Design for each site including pedestrian and trail access considerations from adjacent facilities to parking areas, trail design for all trail types, signage and wayfinding, fencing, planting elements as needed, and general collaboration with the civil engineer on site layout considerations as they impact each site.

The landscape architect will collaborate with the civil engineer on each site to help limit the visual impact of the parking lots on the iconic views of historic Deadwood and its surrounding terrain, particularly at Deadwood Hill.



For this Landscape Architecture tasks, FMG Engineering would subcontract Tallgrass Architecture. Tallgrass has beneficial background knowledge of each site and the City of Deadwood overall and would add valued insight to the design of either site.

FEE SCHEDULE

We propose to complete the scope of work described herein for the lump sum, not-to-exceed fees per task as outlined below. We will not exceed the cost estimate without justification, and prior approval.

<u>Task</u>	<u>Deadwood Hill Trailhead Site / Field of Dreams Site</u>
Task 1 – Topographic Site Survey	\$2,750 /\$4,750
Task 2 – Civil Design and Construction Documents	\$13,500 / \$17,500
Task 3 – Bidding Period Services	\$1,200 / \$1,500
Task 4 – Landscape Architecture Design	\$17,200 / \$23,500
Total Fee	\$34,650 / \$23,500

If you have any questions, or desire any additional information, please call us at your earliest convenience.
Thank you for the opportunity to be of service.

Sincerely,

FMG Engineering

Jason Hinds, P.E.

J:\Marketing\Proposals\Civil\Deadwood Parking Garage\Proposal to City of Deadwood\City of Deadwood - Satellite Parking Lots.docx



File Number:	1000
Location:	Sec 14 T5N R3E
Surveyed By:	xxx
Date:	xxx
Drawn By:	JLH
Checked By:	

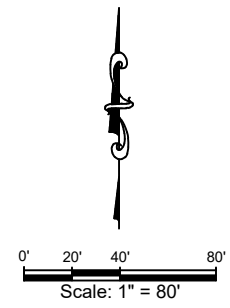
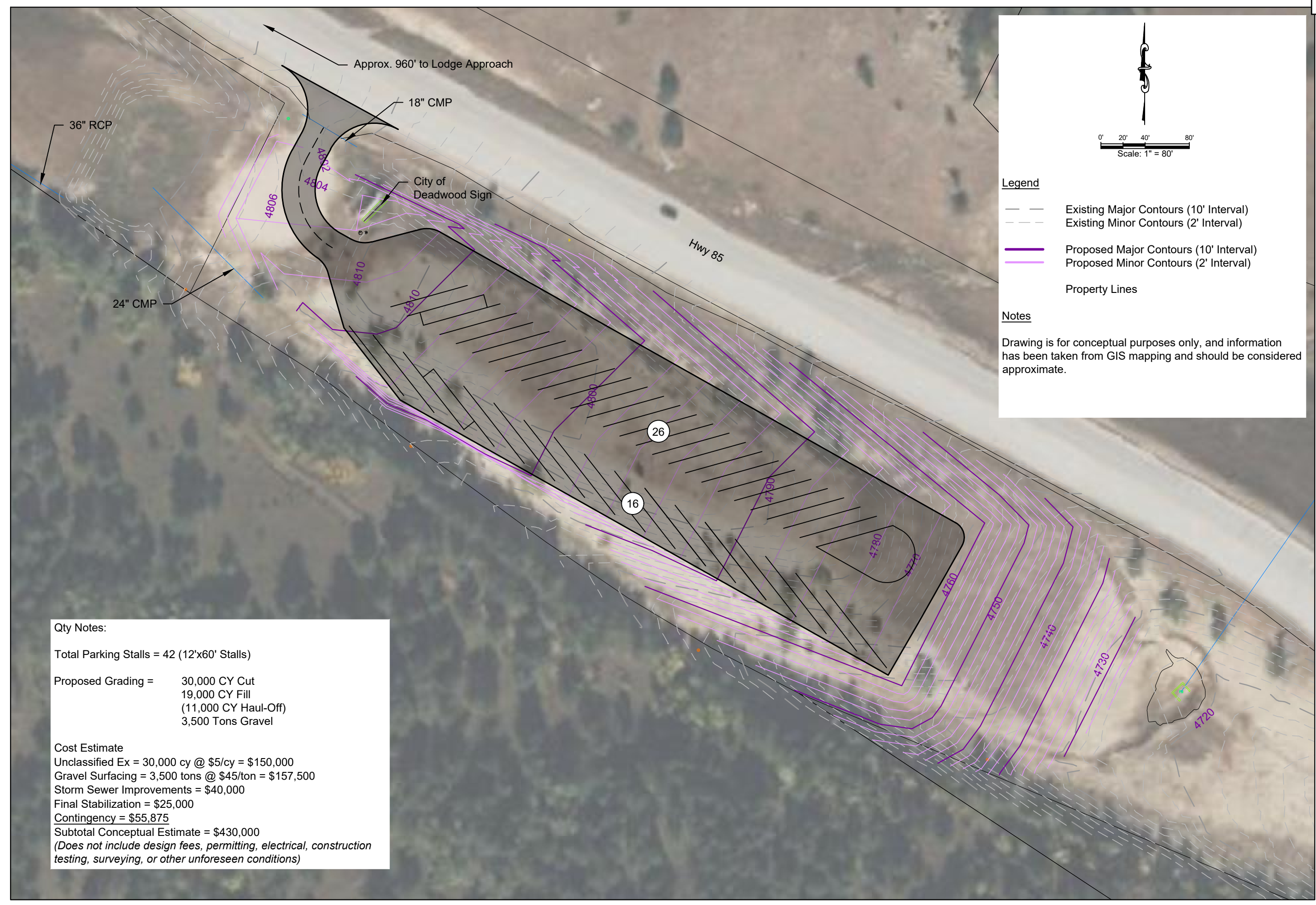
January 2023

**City of Deadwood
Hwy 85 Parking Concept**

Revision / Date
Sheet Name:
Conceptual Site Plan

Figure Number:

1



Legend

- Existing Major Contours (10' Interval)
- - - Existing Minor Contours (2' Interval)
- Proposed Major Contours (10' Interval)
- - - Proposed Minor Contours (2' Interval)
- Property Lines

Notes

Drawing is for conceptual purposes only, and information has been taken from GIS mapping and should be considered approximate.

Qty Notes:

Total Parking Stalls = 42 (12'x60' Stalls)

Proposed Grading = 30,000 CY Cut
19,000 CY Fill
(11,000 CY Haul-Off)
3,500 Tons Gravel

Cost Estimate

Unclassified Ex = 30,000 cy @ \$5/cy = \$150,000
Gravel Surfacing = 3,500 tons @ \$45/ton = \$157,500
Storm Sewer Improvements = \$40,000
Final Stabilization = \$25,000
Contingency = \$55,875
Subtotal Conceptual Estimate = \$430,000
(Does not include design fees, permitting, electrical, construction testing, surveying, or other unforeseen conditions)

J:\Marketing\Proposals\Civil\Deadwood Parking Garage\Deadwood Parking Lot\Deadwood Lodge Parking.dwg - Layout1 - Tuesday, January 17, 2023 11:47:53 AM

**Preliminary
Not For
Construction**

File Number:
221191

Location:

Surveyed By:
Date:

Designed By:
Drawn By: C. Davidson
Checked By: J. Hinds

Field of Dreams Parking

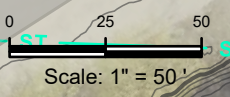
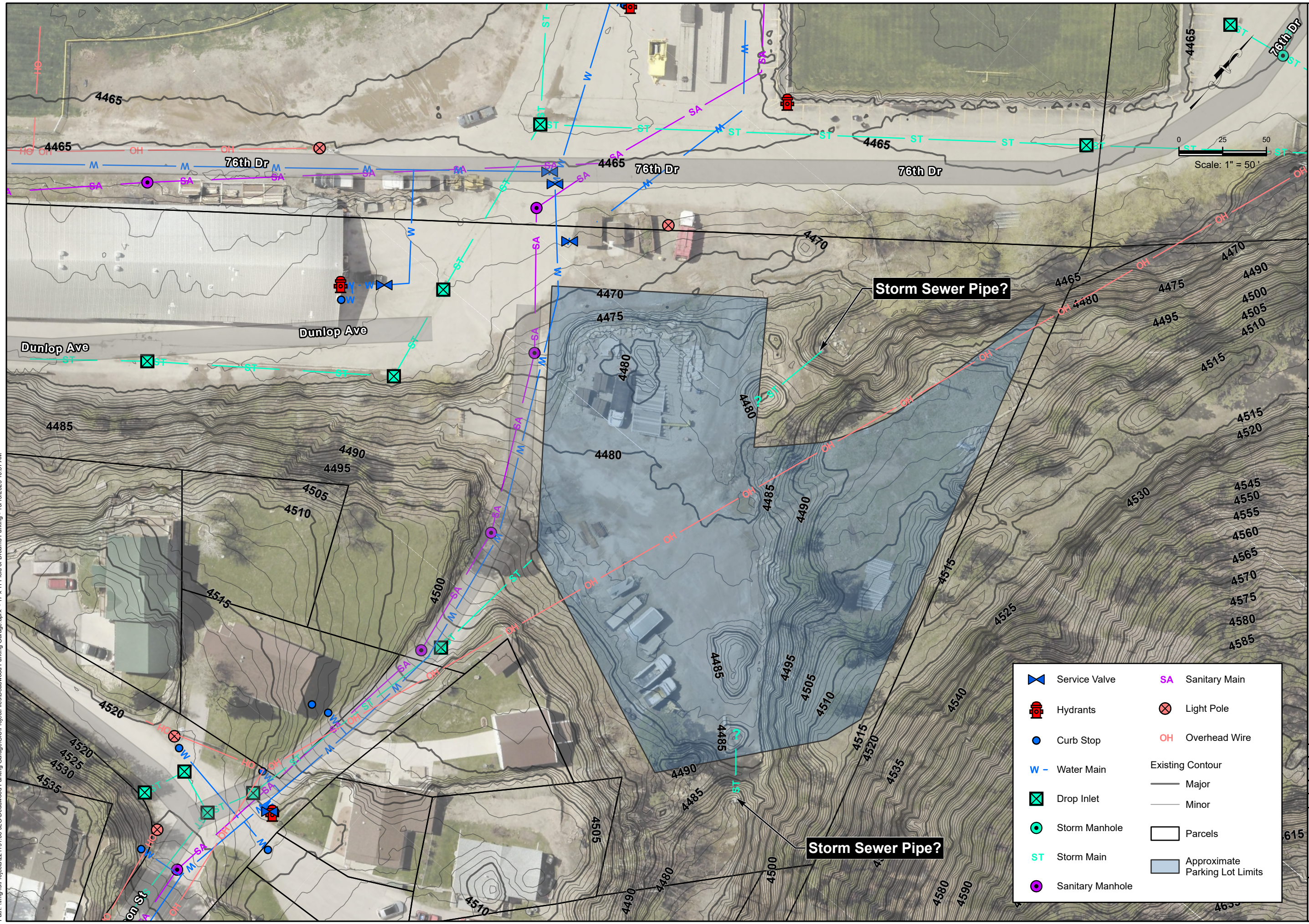
Revision / Date

Sheet Name:

Utility Map

Sheet Number:

Path: \\fmg-fs\Projects\221191\00_JLG-Deadwood Parking Garage\GIS\ProjectFiles\Deadwood Parking Garage.aprx - 17 x 11 Field of Dreams Parking - 10/13/2023 10:57 AM



Service Valve	Sanitary Main
Hydrants	Light Pole
Curb Stop	Overhead Wire
Water Main	Existing Contour
Drop Inlet	Major
Storm Manhole	Minor
Storm Main	Parcels
Sanitary Manhole	Approximate Parking Lot Limits

City of Deadwood, SD
Parks, Recreation And
Events
108 Sherman Street
Deadwood, SD 57732



Jeremy Russell
Manager
Recreation & Aquatics Center
Telephone (605) 578-3729
jeramy@cityofdeadwood.com

MEMORANDUM

Date: November 1, 2023
To: Deadwood City Commission
From: Jeremy Russell – Recreation & Aquatic Center Manager
Re: CivicRec Software

The Deadwood Recreation and Aquatic Center is in need of a new membership management software program. Staff currently use three outdated programs to manage our members. This is very cumbersome for our staff to use, especially during our busy times.

We received demos and proposals from multiple companies and after careful consideration we believe CivicRec to be the best choice for the City of Deadwood. CivicRec's parent company is Civicplus, who we are currently contracted with for the management of our City website. CivicRec will allow for a seamless transition but also has the ability to be used for managing an after-school program, assisting the Events Committee and partnering with local youth sports programs as a home to manage and schedule their activities.

Thank you for your consideration to this matter.


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-55044-1
10/19/2023 9:06 AM
10/31/2023

Client:

Bill To:
DEADWOOD, SOUTH DAKOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Scott		bscott@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
1.00	AudioEye Enterprise	AudioEye Enterprise	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

List Price -- Year 1 Total	USD 15,588.00
Total Investment - Initial Term	USD 5,750.00
Annual Recurring Services - Year 2	USD 7,000.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Your Single Source Service Provider |



Cotincil Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

August 25, 2023

QUOTE NUMBER: Q2304411

CASEY DEBUHR

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

LORNIE STALDER

DEADWOOD REC CENTER
105 SHERMAN STREET
DEADWOOD, South Dakota
57732

Proposal

Subject: Ultraviolet System Pool Repair**Lornie Stalder,**

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

- Transformer
- Arc Tube
- Quartz Tube
- Autowiper seal kit
- Quartz Sleeve
- Seal End Flange
- Labor for repair

Clarifications:

We recommend to keep a spare arc tube, quartz sleeve, and transformer on hand to help reduce downtime. Cost for these will be in addition to this quote for a total of \$5,568.73 to keep on the shelf. No labor is included.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

Nine Thousand Three Hundred and Ninety Seven Dollars.....\$9,397.00

Terms and Conditions

- **Price Changes.** Due to market constraints, all prices provided by Rasmussen Mechanical Services are subject to change to the prices in effect at the time of customer acceptance.
- Sales Tax is not included in price.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Casey Debuhr

Preventative Maintenance

Rasmussen Mechanical Services

Phone:
 Mobile: +1 6056700494
 Email: casey.debuhr@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

 Authorized Signature for DEADWOOD REC
 CENTER

 Rasmussen Mechanical Services

 Date of Acceptance

QUOTE NUMBER: Q2304411

 Date of Acceptance



PROFESSIONAL SERVICES PROPOSAL

2002 Paha Sapa Drive, Sturgis SD 57785

(605)490-1177 K4ester@yahoo.com

CUSTOMER
 City Of Deadwood, Main Street Initiative

PROPOSAL NO
 MSI-2

DATE
 11/01/2023

ADDRESS
 501 Main St

CITY/STATE/ZIP
 Deadwood SD 57732

PHONE
 (605)578-2082

E-MAIL
 kevinwagnersd@gmail.com

CONTACT PERSON
 Kevin Wagner

PROJECT
 Fall 2023 Trail Construction

PREPARED BY:
 Kevin Forrester

ATTENTION
Chairman Kevin Wagner

DUE DATE
11/07/2023

DIV.	QUANTITY	DESCRIPTION	UNIT PRICE	SUB-TOTAL
	3210	Master Plan Trail # 2.3 Boulder Ditch Bowl East- Standard 24"-36" finished tread natural surface trail	\$5.00 ft	\$16,050.00
	668	Master Plan Trail # 2.7 Van Buren Connector- Standard 24"-36" finished tread natural surface trail	\$5.00	\$3,440.00
			SUBTOTAL	\$19,490.00
			TAX	\$0.00
			OTHER	
			TOTAL	\$19,490.00

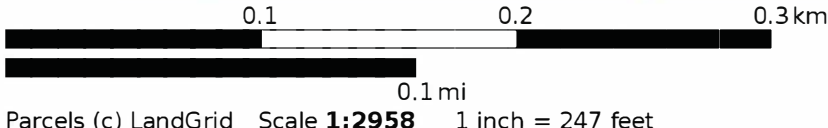
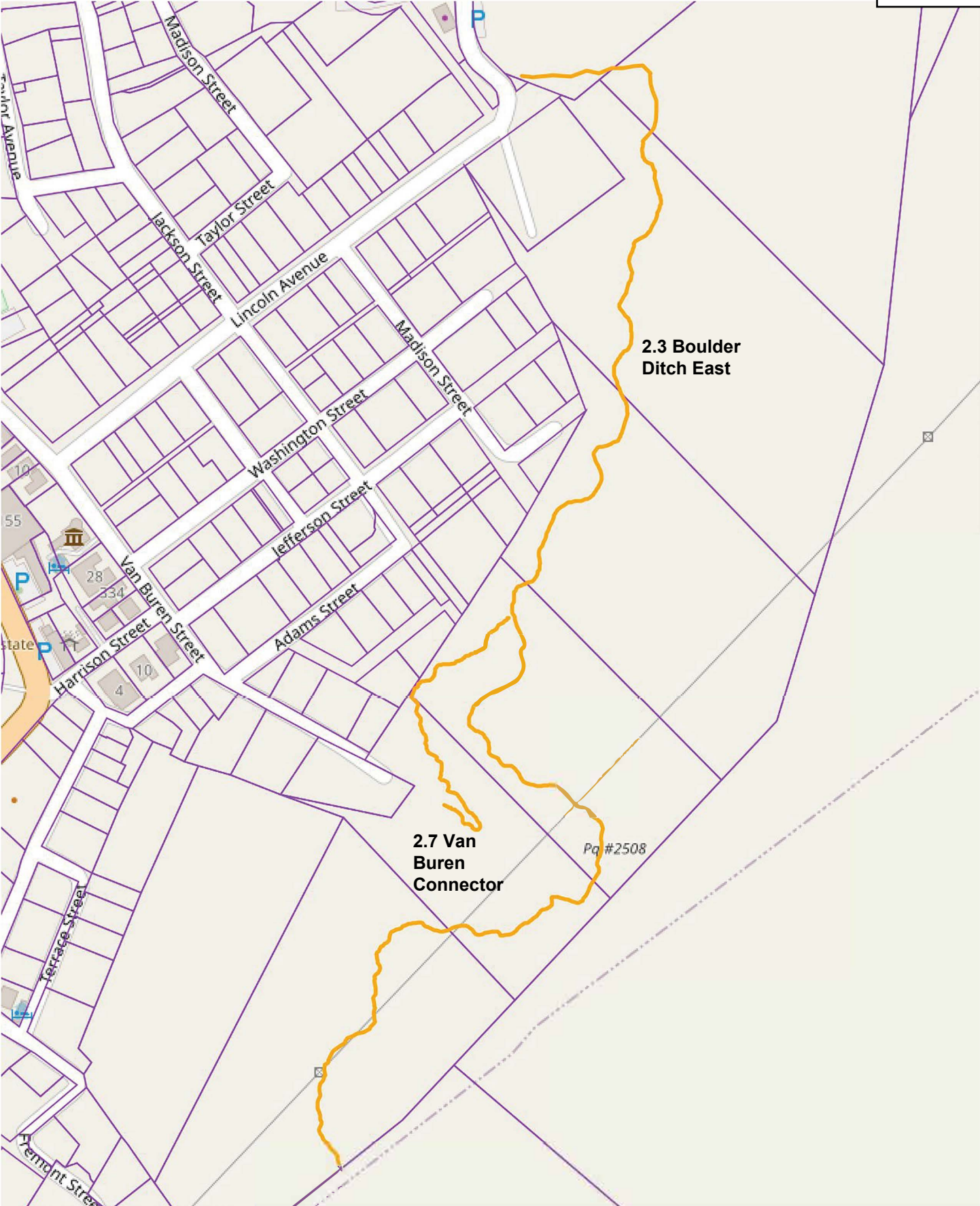
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

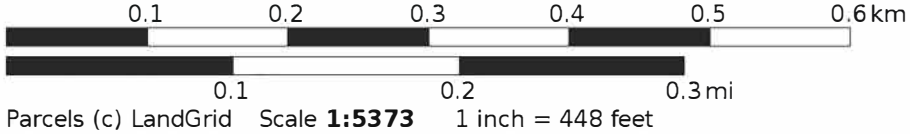
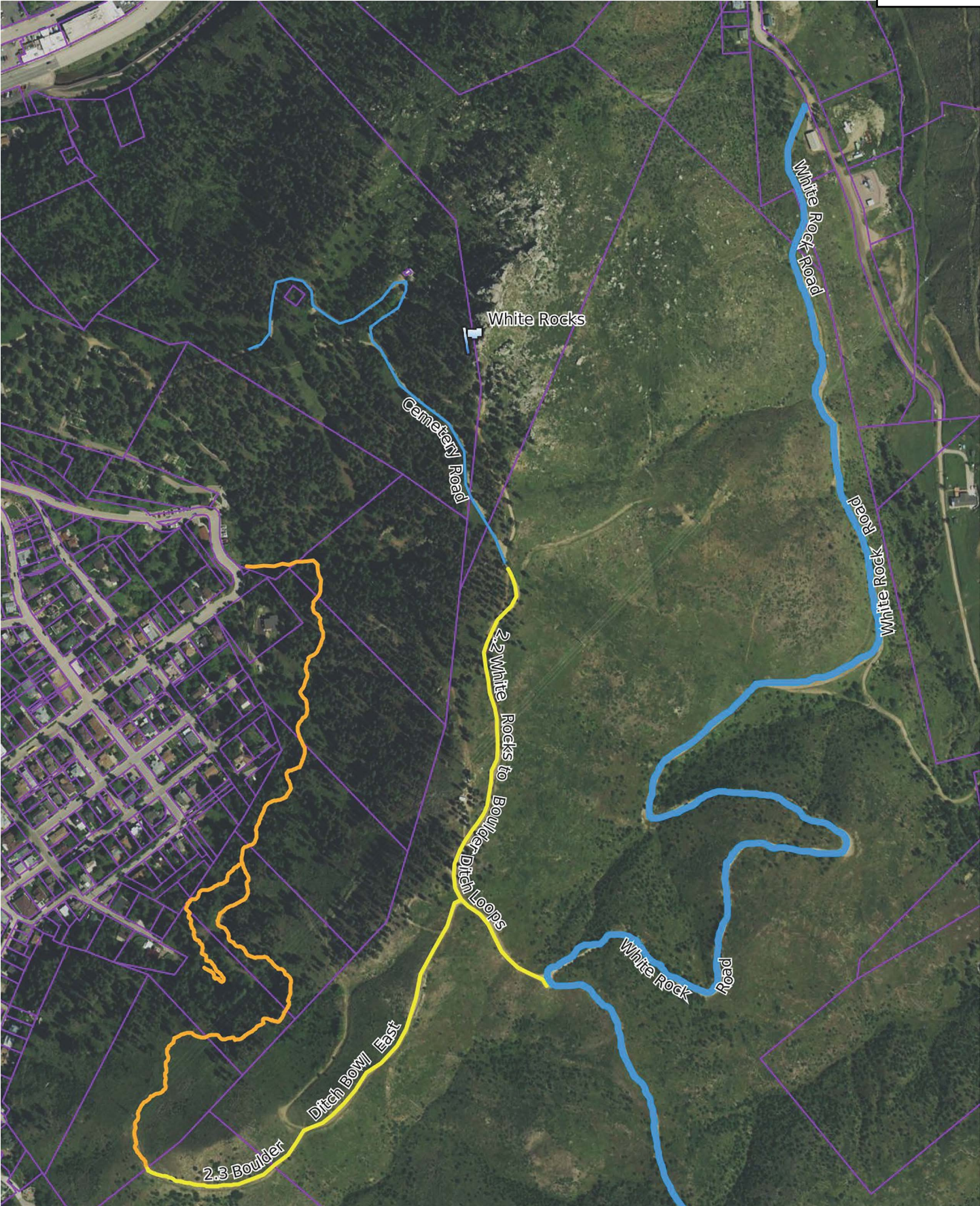
Complete construction of 3,878' of 24"-36" wide, multiple use, natural surface, singletrack, recreation trail with primary design use by hike/bike on City of Deadwood owned property. Proposal is for project completion in fall of 2023 and requires Notice to Proceed be provided to K4 Trails by 9AM November 7th. Price includes state Excise Tax. No trail marking or signage is included. City of Deadwood will be responsible for any additionally required local or state permits. All work includes a one year warranty.

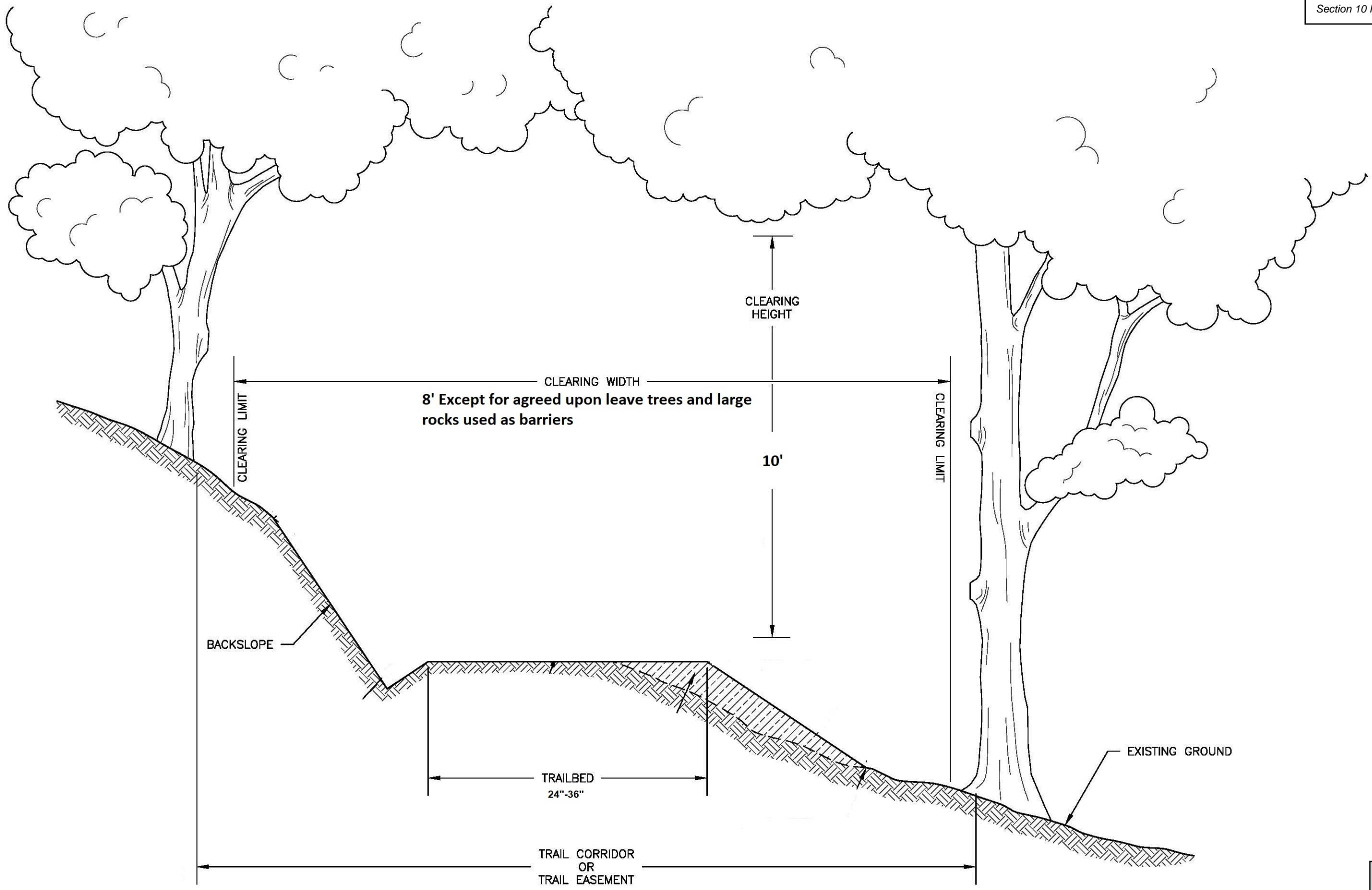
*see attachments for construction standards

Sign Below to Accept Quote:

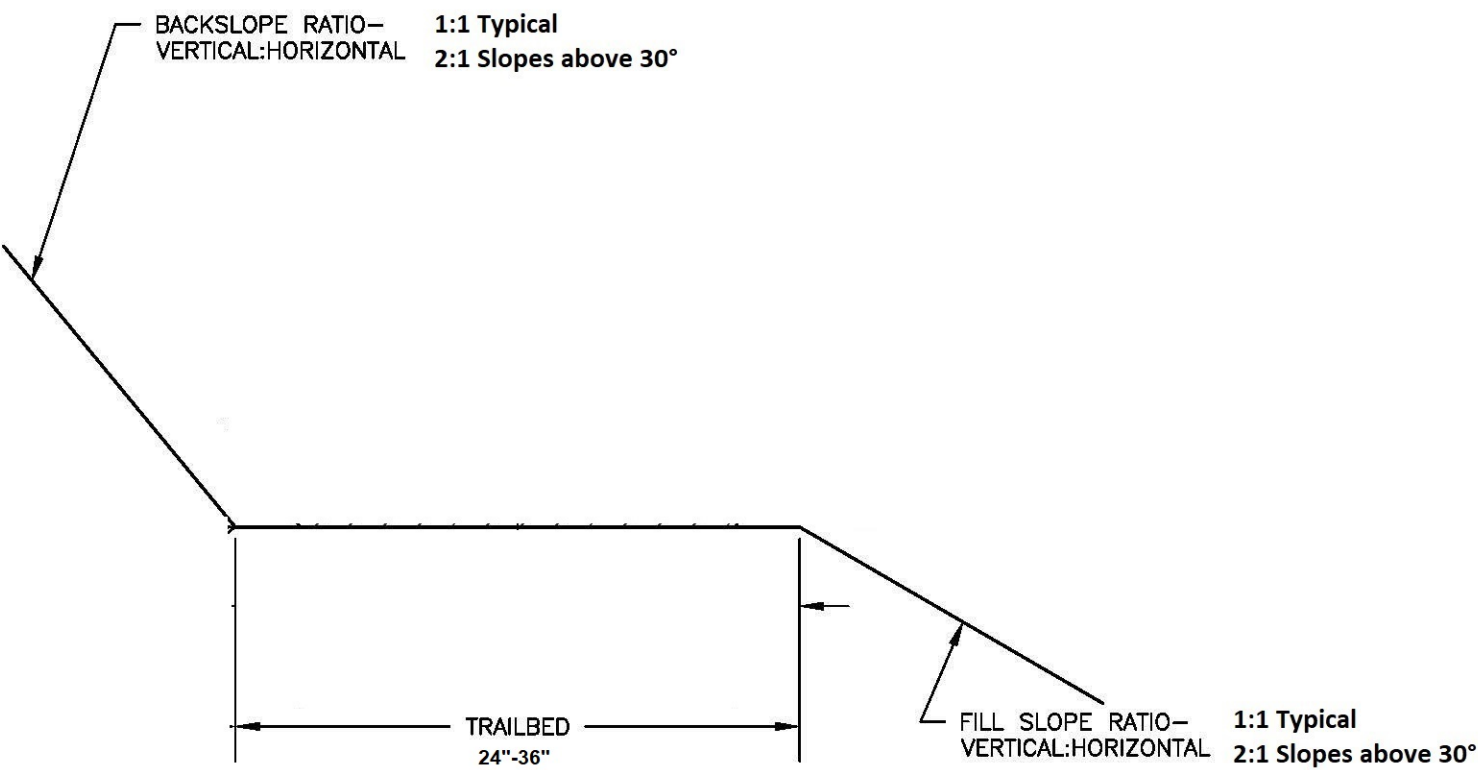
 Authorized Rep Date







Typical Trailbed and side slopes



Natural surface single track trail.

Trail tread constructed by clearing a corridor and excavating the route.

Use natural native material from site.

Trailbed obstructions removed to a height of 3".

Majority of loose rock removed from backslope and trailbed.

Climbing Turn

