



City Commission Regular Meeting Agenda

Monday, April 17, 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.

At 5:00 p.m., convene as Board of Canvass to review election results, poll book and declare election results as official.

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of April 3, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for April 17, 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 accept retirement letter from Rec Center Director John Tridle effective June 16, 2023. (20 years of service to the City of Deadwood.)
- b. Permission to accept resignation from police officer Dylan Bell effective April 14, 2023.
- c. Permission to advertise in-house for 5 days and then in official newspaper for one full-time police officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified.)
- d. Permission to hire Greg Nelson and Terri Tomford as Parks Seasonal Techs at \$16.62 per hour effective April 30, 2023 pending pre-employment screening.
- e. Permission to hire Mt Moriah ticket booth attendants David Trentz, Michael Olsen, Phyllis Fleming, Gertrude Anderson and Ruth Durst at \$14.33 per hour effective May 8, 2023 pending pre-employment screening.

- f. Permission to hire David Lems as a part-time Trolley Driver at \$15.66 per hour effective April 21, 2023 pending pre-employment screening and proof of passenger endorsement.
- g. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Virginia Poling.
- [h.](#) Permission for Mayor to sign Work-Based Learning Program Agreement with Boxelder Job Corps.
- [i.](#) Permission for Mayor to sign amended contract with Black Hills University for use of Rec Center swimming pool at a cost of \$200.00 per day (4 hours) for Friday, April 21 and Sunday, April 23, 2023. (Original contract was approved on March 20, 2023)
- [j.](#) Permission to pay BlackStrap Inc in the amount of \$5,399.55 for 31.95 tons of deicer road salt. (To be paid by Street supplies budget.)
- k. Permission to accept resignation of Lee Harstad from the Parking and Transportation Committee effective April 12, 2023.
- l. Permission to refund over-payment on water account for 417 Cliff Street in the total amount of \$4,647.11.

7. **Bid Items**

8. **Public Hearings**

- a. Set public hearing on May 1 for Convention Center (on-sale) Liquor and Retail (on-off sale) Malt Beverage & SD Farm Wine License transfers from Cliff Street, LLC to Deadwood Gaming BHCI LLC dba Deadwood Comfort Inn.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance #1366 Budget Supplement 2 for 2023.
- [b.](#) First Reading of Ordinance #1367 Amending Chapter 17.08 - Definitions within Title 17 Zoning dealing with Short-Term Rentals.
- [c.](#) First Reading of Ordinance #1368 Amending Chapter 17.32 C1 Commercial District under Title 17 Zoning dealing with Short-Term Rentals.
- [d.](#) First Reading of Ordinance #1369 - Amending Chapter 17.40 CH Commercial Highway District under Title 17 Zoning dealing with Short-Term Rentals.
- [e.](#) First Reading of Ordinance #1370 Amending Chapter 17.53 Transient Commercial Use of Residential Property under Title 17 Zoning dealing with Short-Term Rentals.
- [f.](#) Permission to approve Addendum #4 to Contract with Albertson Engineering, Inc. in the amount of \$96,970.00 for the Whitewood Creek Restoration project associated with the FEMA project for additional services related to Site 1.
- [g.](#) Permission to enter into contract with Albertson Engineering for structural engineering for City and Historic Preservation projects in the amount not to exceed \$75,000.00. (To be paid from the budgeted HP Professional Services.)

- [h.](#) Permission for Mayor to sign contract in the amount of \$17,340.00 with Schlosser Construction for repair of retaining wall project at 318 Williams Street for Aaron Sternhagen. (To be paid from HP Retaining Wall budget.)
 - i. Permission to expend up to \$5,000.00 to replace damaged posts at the entrance to rodeo arena. (To be paid from Streets Department repairs budget.)

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

- [a.](#) Raffle permit received from St. John's Episcopal Church. Drawing will be held September 4, 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 be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, APRIL 3, 2023

The Regular Session of the Deadwood City Commission convened on Monday, April 3, 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 L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes March 20, 2023. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson second to approve the Board of Equalization minutes of March 20, 2023. Roll Call: Aye-All. Motion carried.

MARCH, 2023 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$24,136.18; PUBLIC BUILDINGS, \$6,969.25; POLICE, \$93,789.26; FIRE, \$5,479.08; BUILDING INSPECTION, \$4,852.40; STREETS, \$35,293.16; PARKS, \$27,798.75; LIBRARY, \$8,081.40; RECREATION CENTER, \$20,340.87; HISTORIC PRESERVATION, \$23,225.68; WATER, \$18,069.64; PARKING METER, \$14,682.41; TROLLEY, \$16,740.83; PARKING RAMP, \$3,097.00. PAYROLL TOTAL: \$306,248.19.

MARCH, 2023 PAYROLL PAYMENTS:

Internal Revenue Service, \$74,316.08; S.D. Retirement System, \$34,798.82; Delta Dental, \$4,144.70.

APROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the April 3, 2023 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	608.60
A & B WELDING	SERVICE	211.97
AASLH MEMBERSHIP SERVICES	MEMBERSHIP	118.00
ACE HARDWARE	SUPPLIES	30.93
ALSCO	SUPPLIES	987.38
AMAZON CAPITAL	SUPPLIES	793.93
AMERICAN RED CROSS TRAINING	SUPPLIES	108.00
BIG STATE INDUSTRIAL SUPPL	SUPPLIES	1,210.02
BH CHEMICAL	SUPPLIES	884.96
BH ENERGY	SERVICE	31,727.65
BH MINING MUSEUM	GRANT	3,375.37
BH SECURITY	SERVICE	2,907.00
BLUEPEAK	SERVICE	4,180.58
BOMGAARS	SUPPLIES	43.96
BRANDON INDUSTRIES	SUPPLIES	2,061.00
BUTLER MACHINERY	SUPPLIES	291.52
CARROT-TOP INDUSTRIES	SUPPLIES	595.78
CENGAGE LEARNING	SUPPLIES	172.97
CHAINSAW CENTER	SUPPLIES	169.95
CIVICPLUS	RENEWAL	2,400.00
COMPUTER SUPPORT SERVICES	REPAIR	247.24
DEADWOOD ALIVE	MARCH	10,000.00
DEADWOOD CHAMBER	REFUND	850.00
DEADWOOD ELECTRIC	SERVICE	242.15
DEADWOOD GAMING	BID #8	10,000.00
DRINGMAN, PAT	REIMBURSEMENT	33.62
E.T. SPORTS	SUPPLIES	55.98
EAGLE ENTERPRISES	SUPPLIES	471.52
ESRI	RENEWAL	18,210.00
FIERRO, CRISTIAN	REIMBURSEMENT	43.90
FIRST INTERSTATE BANK	TIF #8	216,428.07
FIRST NET	SERVICE	240.24
GEARGRID CORPORATION	SUPPLIES	2,581.00
GENPRO ENERGY SOLUTIONS	SERVICE	895.88
GRIMM'S PUMP	REPAIR	427.04
HAWKINS	SUPPLIES	1,445.20
HI-VIZ SAFETY WEAR	SUPPLIES	644.61
JLG ARCHITECTS	PROJECT	16,720.03
LAWRENCE CO. REGISTER	SERVICE	60.00
LIBERTY NATIONAL BANK	TIF #9	150,017.60
LOU LOU'S BOMBDIGGITIES	MEETING	32.00
MARCO	CONTRACT	161.48
MASONIC CENTER ASSOCIATION	GRANT	9,639.31
METERING & TECHNOLOGY	SUPPLIES	4,138.31
MICROSOFT	SUPPORT	644.57
MID-AMERICAN RESEARCH CHEM	SUPPLIES	369.19
MILE UP MARKETING SOLUTION	BID #8	5,796.80
MDU	SERVICE	17,313.65
MS MAIL	SERVICE	994.89
NORTHWEST PIPE FITTINGS	SUPPLIES	238.92
OLSON, JAMES RICHARD	REIMBSEMENT	50.00

REGULAR MEETING, APRIL 3, 2023

OWENS INTERSTATE SALES	SUPPLIES	81.96
QUILL	SUPPLIES	145.32
RASMUSSEN MECHANICAL	SERVICE	2,546.60
S AND C CLEANERS	CLEANING	8,738.00
SD DEPT. OF REVENUE	LICENSE	75.00
SD POLICE CHIEFS' ASSOCIATION	MEMBERSHIP	147.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SMITHSONIAN	MEMBERSHIP	34.00
SOUTHSIDE OIL	FUEL	16,555.00
SOUTHSIDE SERVICE	SERVICE	41.38
STURDEVANT'S	SUPPLIES	2,611.98
STURGIS RESPONDER SUPPLY	UNIFORMS	1,657.75
SYMBOLARTS	UNIFORMS	240.00
TEAM LABORATORY CHEMICAL	SUPPLIES	732.50
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	13,453.02
TRIPLE K	REPAIRS	59.98
TWIN CITY HARDWARE	SUPPLIES	1,950.97
ULINE	SUPPLIES	2,751.67
USA BLUEBOOK	SUPPLIES	176.99
VERIZON WIRELESS	SERVICE	747.77
VIEHAUSER ENTERPRISES	SERVICE	7,656.94
VIGILANT BUSINESS SOLUTION	SCREENING	1,444.50
WESTERN LEGACY FOUNDATION	BID #8	25,000.00
		Total \$609,351.10

ITEMS FROM CITIZENS ON AGENDA

Proclamations

The Mayor read a proclamation declaring Saturday, May 13, 2023 as Keone Young Day in the City of Deadwood.

CONSENT

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

- A. Approve Resolution 2023-08 Declare Surplus Duty Weapon.

**RESOLUTION NO. 2023-08
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and donated to retiree.

Sig Sauer P226 Elite Pistol – 47A190676

Dated this 3rd day of April, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- B. Resolution 2023-09 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 28 and 29, 2023.

**RESOLUTION 2023-09
RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY
WITHIN DEADWOOD CORPORATE LIMITS**

WHEREAS, the City of Deadwood (CITY) will be home to the 101st Annual Days of '76 Celebration on July 28th through July 29th, 2023; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 28, 2023, beginning at 1:15 p.m. until the end of the parade, and on July 29, 2023, beginning at 9:45 a.m. until the end of the parade; and,

REGULAR MEETING, APRIL 3, 2023

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the “Manual of Uniform Traffic Control Devices”; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 3rd day of April, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- C. Permission to hire Job Corp student Gavin (Chaske) Rucker as Historic Preservation Archival Intern at \$14.33 per hour effective April 28, 2023 pending pre-employment screening.
- D. Permission to hire Job Corp student Nicholas Melius as Historic Preservation Archival Intern at \$14.33 per hour effective April 6, 2023 pending pre-employment screening.
- E. Permission to accept resignation from Rec. Center receptionist, Bradley Morgan, effective March 27, 2023
- F. Permission to accept resignation of Community Service Officer Forrest Wilson effective April 4, 2023.
- G. Permission to advertise in-house for five days then in the official paper for Community Service Officer (CSO) at \$19.00 per hour. (D9 rank)
- H. Permission to accept resignation from Police Officer Verla Little effective April 15, 2023.
- I. Permission to advertise in-house for 5 days and then in official newspaper for two full-time police officer positions. (\$25.79 per hour for Certified and \$23.22 for Non-Certified.)
- J. Permission to accept resignation from Danny Stacy, Brian Swets and Justin Lux as part-time police officers effective March 30, 2023.
- K. Permission to accept retirement letter from Street Superintendent William Burleson, effective June 2, 2023. (26 years of service to the City of Deadwood)
- L. Permission to advertise in-house for 5 days and then in official newspaper for Streets Superintendent at \$27.00-\$29.00 per hour (D17-D19 rank) depending on education, experience and qualifications.
- M. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, June 9 and Saturday, June 10, 2023 for PBR Event. No public hearing necessary since license is on publicly owned property.
- N. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Friday, June 30 and Saturday, July 1, 2023 from 2:00 to 10:00 p.m. for Monsters of Destruction. No public hearing necessary since license is on publicly owned property.
- O. Allow use of public property for Lead Deadwood Youth Soccer at the Event Complex from March 12 through May 27, 2023 pending proof of insurance.
- P. Allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Tuesday, August 1 through Monday, October 30, 2023 pending proof of insurance
- Q. Permission to pay Days of '76 Museum invoice in the amount of \$2,500.00 for the 2023 Days of '76 Lakota Experience. (To be paid from the HP Public Education line item.)
- R. Permission to pay Rasmussen Mechanical in the amount of \$2,718.27 for HVAC parts at City Hall. (To be paid by Public Buildings Professional Services.)
- S. Permission to hire and pay Mid-American Research Chemical in the amount \$2,929.40 to refinish rec center gym floor. (To be paid from Bed & Booze Professional Services.)
- T. Acknowledge amount of \$120,000.00 given to City by Fuller Brother's to be dedicated to trails.

REGULAR MEETING, APRIL 3, 2023

- U. Permission for Finance Officer to sign engagement letter with Casey Peterson, LTD for professional services not to exceed \$20,000.00. (To be paid from Finance Professional Services.)

PUBLIC HEARINGS**License Transfer**

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Carolie and Seth Tautkus, Chubby Chipmunk, was available to answer questions. Hearing closed. Martinisko moved, Todd seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine License transfer from Chubby Chipmunk Hand Dipped Chocolates to Carolle & Seth Tautkus dba Chubby Chipmunk at 420 Cliff Street. Roll Call: Aye-All. Motion carried.

PBR

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Commissioner Martinisko questioned the deposit. The correct amount of the deposit was received. Hearing closed. Johnson moved, Struble seconded to approve street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 28 and from 9:30 a.m. until parade ends on Saturday, July 29; open container Thursday, July 20 through Sunday July 30 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 23 through Saturday, July 29 from 8:00 a.m. to 10:00 p.m. daily at Event Complex; and waiver of user fees Wednesday, July 19 through Monday, July 31, 2023 at the Event Complex. Roll Call: Aye-All. Motion carried.

Days of '76

Public hearing was opened at 5:08 p.m. by Mayor Ruth Jr. Travis Rogers, Days of '76 Committee and Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. Martinisko moved, Johnson seconded to approve street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 28 and from 9:30 a.m. until parade ends on Saturday, July 29; open container Thursday, July 20 through Sunday July 30 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 23 through Saturday, July 29 from 8:00 a.m. to 10:00 p.m. daily at Event Complex; and waiver of user fees Wednesday, July 19 through Monday, July 31, 2023 at the Event Complex. Roll Call: Aye-All. Motion carried.

Monsters of Destruction

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. Todd moved, Struble seconded to approve open container on Friday, June 30 and Saturday, July 1 from 2:00 p.m. to 10:00 p.m. at Event Complex; and waiver of user fees Thursday, June 29 through Sunday, July 2, 2023 at the Event Complex. Roll Call: Aye-All. Motion carried.

Kool Deadwood Nites

Public hearing was opened at 5:33 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. seconded to approve street closure on Main Street from Wall to Deadwood at 2:15 p.m. Wednesday, August 23 to 2:00 a.m. Sunday, August 27; street closure on Siever Street on Thursday, August 24 from 5:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine street on Thursday, August 24 from 3:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 25 and Saturday, August 26 from 3:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 27; open container in Zones 1 and 2 on Wednesday, August 23 from 5:00 p.m. to 10:00 p.m., Thursday, August 24 from noon to 10:00 p.m., Friday, August 25 from noon to 10:00 p.m., Saturday, August 26 from noon to 10:00 p.m. and Sunday, August 27 from noon to 10:00 p.m.; waiver of banner fees Thursday August 24 through Sunday, August 27; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Wednesday, August 23 through Sunday, August 27; waiver of vending fees for Napa at Welcome Center Lot Thursday, August 24 through Saturday, August 26; use of Interpretive Lot 2:00 a.m. Thursday, August 24 to 2:00 p.m. Sunday, August 27; use of Welcome Center Lot 6:00 a.m. Wednesday, August 23 to 10:00 p.m. Saturday, August 26; and use of Event Complex,

REGULAR MEETING, APRIL 3, 2023

Friday, August 25 through Sunday August 27; Main Street parking on Thursday, August 24 to Saturday, August 26 from 10:00 a.m. to 10:00 p.m. daily. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Second Reading**

Finance Officer McKeown stated no changes between first and second reading. Martinisko moved, Struble seconded to approve Second Reading of Ordinance #1365 Budget Supplement #1 for 2023. Roll Call: Aye-All. Motion carried.

Resolution

Historic Preservation Officer Kuchenbecker stated this is necessary that authorizes the city to apply for the grant. Struble moved, Todd seconded to approve Resolution 2023-10 Resolution of support and authorizing submittal of a South Dakota Recreation Trails Program Grant application to aid in financing the Deadwood Hill Trailhead Parking area. Roll Call: Aye-All. Motion carried.

RESOLUTION 2023-10

**A RESOLUTION OF SUPPORT AND AUTHORIZING SUBMITTAL OF A
SOUTH DAKOTA RECREATIONAL TRAILS PROGRAM GRANT APPLICATION
TO AID IN FINANCING THE DEADWOOD HILL TRAILHEAD PARKING AREA**

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Recreational Trails Program (RTP) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreational trails projects;

WHEREAS, the Deadwood Hill Trailhead Parking Area would be a desirable improvement for creating needed parking for the many vehicles and motorized recreational equipment that use Deadwood as a trailhead for the many outdoor recreation opportunities in the vicinity;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Deadwood:

1. That the Mayor is hereby authorized to execute and file an application on behalf of the City of Deadwood with the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for a RTP grant to aid in financing the Deadwood Hill Trailhead Parking Area for the City of Deadwood, South Dakota, and its Environs.
2. That the Mayor is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Deadwood shall provide a minimum of 20% of the total cost of the project; and, will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Dated this 3rd day of April, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

First Reading

McKeown stated this ordinance indicates the amount for the Recreational Trails Program Grant. Martinisko moved, Johnson seconded to approve First Reading of Ordinance #1366 Budget Supplement #2 for 2023. Roll Call: Aye-All. Motion carried.

Resolution

McKeown spoke about the transfers. Martinisko moved, Johnson seconded to approve Resolution 2023-11 Interfund Cash Transfers for 2023. Roll Call: Aye-All. Motion carried.

RESOLUTION 2023-11

**A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH
TRANSFERS FOR THE YEAR 2023**

REGULAR MEETING, APRIL 3, 2023

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2023.

From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00.
From BID 1-6 (0213), BID 7 (0214), BID 8 (0212) and BID 9 (0211) to General Fund (0101) for administration fees for Business Improvement Districts. \$10,000.00 each for a total of \$40,000.00

Dated this 3rd day of April, 2023
ATTEST:
/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD
/s/ David Ruth Jr., Mayor

Permission
Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to contract and pay Flat Earth Art Company in the amount of \$15,425.00 to repaint the six monument signs coming into Deadwood. Roll Call: Aye-All. Motion carried.

Pay
Kuchenbecker spoke about transition from Amazon Web Services to Azure for maintenance. Martinisko moved, Johnson seconded to pay Golden West Technologies in the amount of \$7,262.50 to build a new Azure Infrastructure of ArcGIS. (To be paid from HP Professional Services.) Roll Call: Aye-All. Motion carried.

Purchase
Kuchenbecker spoke about the purchase, two will be reimbursed. Struble moved, Todd seconded to purchase five interpretive panels from Pannier Graphics in the amount of \$3,900.00. (To be paid from HP Public Education line item.) Roll Call: Aye-All. Motion carried.

Grant
Kuchenbecker spoke about the grant. Struble moved, Martinisko seconded accept Black Hills Post 5969 VFW into the Not-for-Profit Grant Program to replace HVAC System in the amount of \$28,824.00. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Kuchenbecker gave an update on the findings and directions from Short-Term Rental Task Force. He thanked the members of the taskforce. He stated there are three types of short-term rentals which are: specialty resorts, bed and breakfast and vacation homes establishments. Regulations for bed and breakfast establishments will be updated under Chapter 17.53. Vacation home and specialty resorts establishments will still be prohibited in R1 and R2. Vacation home establishments will be limited to commercial highway. Ordinance will be forthcoming. Mayor Ruth thanked everyone who participated in the task force.

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
Struble moved, Martinisko seconded to adjourn the regular session at 5:30 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, April 17, 2023 at 5:00 p.m.

After coming out of executive session at 5:59 p.m., Martinisko moved, Struble seconded to adjourn.

ATTEST:

DATE: _____

BY: _____

REGULAR MEETING, APRIL 3, 2023

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
	I-885 - 2023	101-4111-423	PUBLISHING	MINUTES - 2/21/23	000000	169.85
	I-888 - 2023	101-4111-423	PUBLISHING	NOH - WILD BILL DAYS	000000	27.66
	I-889 - 2023	101-4111-423	PUBLISHING	NOH - DEADWOOD JAM	000000	22.81
	I-890 - 2023	101-4111-423	PUBLISHING	NOH - MUSTANG RALLY	000000	14.56
	I-891 - 2023	101-4111-423	PUBLISHING	NOH - JULY 4TH PARADE	000000	13.10
	I-892 - 2023	101-4111-423	PUBLISHING	NOH - MICKELSON TRL MARATHON	000000	13.10
	I-894 - 2023	101-4111-423	PUBLISHING	NOTICE OF MTG-LOCAL REVIEW BRD	000000	18.34
	I-982 - 2023	101-4111-423	PUBLISHING	MINUTES - 3/6/23	000000	126.17
	I-983 - 2023	101-4111-423	PUBLISHING	NOH-TRSF BEV LIC/CHUBBY CHIPMK	000000	14.07
	I-984 - 2023	101-4111-423	PUBLISHING	NOH - PBR TOURING PRO EVENT	000000	15.53
	I-985 - 2023	101-4111-423	PUBLISHING	NOH - DAYS OF '76 EVENTS	000000	22.32
	I-986 - 2023	101-4111-423	PUBLISHING	NOH - MONSTERS OF DESTRUCTION	000000	14.07
	I-987 - 2023	101-4111-423	PUBLISHING	NOH - KOOL DEADWOOD NIGHTS	000000	41.73
DEPARTMENT 111 COMMISSION						TOTAL: 513.31

	I-893 - 2023	101-4130-422	PROFESSIONAL	NOTICE OF DDLINE-VOTER REGIS.	000000	27.07
01-0545	LYNN'S DAKOTA MART					
	I-0042 - 4/10/23	101-4130-422	PROFESSIONAL	ELECTION WORKERS SUPPLIES	000000	34.64
01-0622	SILVERNAIL, GEORGEANN					
	I-04/11/23	101-4130-422	PROFESSIONAL	ELECTION SUPERINTENDENT	000000	204.00
01-1827	MS MAIL & MARKETING					
	I-13752	101-4130-422	PROFESSIONAL	ABSENTEE BALLOT ENVELOPES	000000	120.00
01-2196	MAYNARD, DEBORAH					
	I-04/11/23	101-4130-422	PROFESSIONAL	ELECTION DEPUTY	000000	200.00
01-3980	TODD, MARLENE					
	I-04/11/23	101-4130-422	PROFESSIONAL	ELECTION DEPUTY	000000	200.00
01-5086	DEADWOOD MINERS					
	I-04/11/23	101-4130-422	PROFESSIONAL	ELECTION WORKERS LUNCH	000000	36.55
DEPARTMENT 130 ELECTIONS						TOTAL: 822.26

01-2394	GUNDERSON, PALMER, NELS					
	I-124178	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	2,373.74
DEPARTMENT 141 ATTORNEY						TOTAL: 2,373.74

01-0433	WELLMARK BLUE CROSS BLU					
	I-040123-APRIL '23	101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	3,114.79

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0742	ODP BUSINESS SOLUTIONS					
		I-305698559001	101-4142-426	SUPPLIES 4 CARTONS COPY PAPER - FINANCE	000000	206.16
01-3877	MUTUAL OF OMAHA					
		I-001510304202	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.06
01-4625	FIB CREDIT CARDS					
		I-FINANCE CCD3/31/23	101-4142-426	SUPPLIES SUPPLIES - FINANCE	000000	25.50
		I-FINANCE CCD3/31/23	101-4142-427	TRAVEL CEO MEETING - JESS/RONDA - FIN	000000	60.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1CXH-L9XH-4M7R	101-4142-426	SUPPLIES COPY/CALC.PAPER,MISC.SPPLS-FIN	000000	266.88
				DEPARTMENT 142 FINANCE	TOTAL:	3,689.39
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/29/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.56
		I-POWER 03/29/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	58.65
		I-POWER 03/29/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 03/29/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.02
		I-POWER 03/29/23	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 03/29/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	507.22
		I-POWER 03/29/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	98.83
		I-POWER 03/29/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	31.45
		I-POWER 03/29/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.28
		I-POWER 03/29/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	507.63
		I-POWER 03/29/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 03/29/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	82.95
		I-POWER 03/29/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,315.25
		I-POWER 03/29/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.65
		I-POWER 03/29/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,194.99
		I-POWER 03/29/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	91.90
		I-POWER 03/29/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,089.01
		I-POWER 03/29/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	284.64
		I-POWER 03/29/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	91.48
		I-POWER 03/29/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	29.04
		I-POWER 03/29/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	95.63
		I-POWER 03/29/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	192.59
		I-POWER 03/29/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	288.75
		I-POWER 03/29/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,115.45
		I-POWER 03/29/23	101-4192-428-06	UTILITIES - D 15 CRESCENT SNOWCROSS	000000	15.00
		I-POWER 03/29/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.05
		I-POWER 03/29/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	975.02
		I-POWER 03/29/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	325.42
		I-POWER 03/29/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	30.60
		I-POWER 03/29/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.64
		I-POWER 03/29/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 03/29/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	116.95

PACKET: 06139 COMBINED - 4/18/23

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
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 03/29/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	143.19
		I-POWER 03/29/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	256.39
		I-POWER 03/29/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	64.07
		I-POWER 03/29/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	42.44
		I-POWER 03/29/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	34.04
		I-POWER 03/29/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	61.20
		I-POWER 03/29/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	355.22
		I-POWER 03/29/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	64.40
		I-POWER 03/29/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	67.86
		I-POWER 03/29/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	492.06
		I-POWER 03/29/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	680.10
		I-POWER 03/29/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 03/29/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,204.36
		I-POWER 03/29/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	49.71
		I-POWER 03/29/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	121.08
		I-POWER 03/29/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	26.68
		I-POWER 03/29/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	35.56
		I-POWER 03/29/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.32
		I-POWER 03/29/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	96.83
		I-POWER 03/29/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	30.36
		I-POWER 03/29/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	347.19
		I-POWER 03/29/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	30.83
		I-POWER 03/29/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,976.62
		I-POWER 03/29/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	145.63
		I-POWER 03/29/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	587.67
		I-POWER 03/29/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	44.40
		I-POWER 03/29/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	140.99
		I-POWER 03/29/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	67.03
		I-POWER 03/29/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	630.89
		I-POWER 03/29/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	36.84
		I-POWER 03/29/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	488.01
		I-POWER 03/29/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	75.20
		I-POWER 03/29/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,064.13
		I-POWER 03/29/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	23.80
		I-POWER 03/29/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	26.44
		I-POWER 03/29/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.85
		I-POWER 03/29/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.48
		I-POWER 03/29/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	48.03
		I-POWER 03/29/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	392.25
		I-POWER 03/29/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	108.47
		I-POWER 03/29/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	698.01
		I-POWER 03/29/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	34.09
		I-POWER 03/29/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	856.40
		I-POWER 03/29/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,477.11
		I-POWER 03/29/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	35.00
		I-POWER 03/29/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	37.64
		I-POWER 03/29/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	82.05
		I-POWER 03/29/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	683.14

PACKET: 06139 COMBINED - 4/18/23

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
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	03/29/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	618.09
	I-POWER	03/29/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	119.07
	I-POWER	03/29/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.52
	I-POWER	03/29/23	101-4192-428	UTILITIES 767 MAIN ST	000000	21.03
	I-POWER	03/29/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	23.28
	I-POWER	03/29/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.57
	I-POWER	03/29/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.08
	I-POWER	03/29/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.20
	I-POWER	03/29/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	0.83
01-0433	WELLMARK BLUE CROSS BLU					
	I-040123-APRIL '23		101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,198.27
01-0539	LEAD-DEADWOOD SANITARY					
	I-04/04/23	CONSUMP	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	37.54
	I-04/04/23	CONSUMP	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
	I-04/04/23	CONSUMP	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	26.28
	I-04/04/23	CONSUMP	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
	I-04/04/23	CONSUMP	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
	I-04/04/23	CONSUMP	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	55.76
	I-04/04/23	CONSUMP	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	25.79
	I-04/04/23	CONSUMP	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	280.23
	I-04/04/23	CONSUMP	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
	I-04/04/23	CONSUMP	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	23.93
	I-04/04/23	CONSUMP	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-1098	HILLYARD/SIOUX FALLS					
	I-605082628		101-4192-426	SUPPLIES (8) ARSENAL 1 REJUVNAL/PUB BL	000000	207.84
01-1358	STAN HOUSTON EQUIP.CO.I					
	C-2242716		101-4192-425	REPAIRS REFUND UNUSED PARTS/PUB BLDGS	000000	225.05-
	I-2213684		101-4192-425	REPAIRS REPAIRS TO ROTARY HAMMER/PUB B	000000	420.86
01-1483	KNECHT HOME CENTER					
	I-8484609		101-4192-425-18	REPAIRS - FOO VERT GFCI COVER GRAY/FOOTBALL	000000	20.97
	I-8503494		101-4192-425-18	REPAIRS - FOO VERT GFCI COVER GRAY/FOOTBALL	000000	6.99
	I-8693955		101-4192-425-04	REPAIRS - CIT C+K INT P&P FLT UWB 1 GAL/CITY	000000	39.99
01-1626	SERVALL UNIFORM AND LIN					

PACKET: 06139 COMBINED - 4/18/23

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
=====						
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-S0756875	101-4192-422-07	PROFESSIONAL TOWELS-BAGS-MOPS-MATS/FIRE HAL	000000	33.34
		I-S0756877	101-4192-422-08	PROFESSIONAL- BAGS-MOPS-TOWEL-MATS/HISTORY	000000	44.61
		I-S0756879	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-COVERALLS/PARKS	000000	31.20
		I-S0756880	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-COVERALLS/STRTS	000000	56.92
		I-S0756882	101-4192-422-15	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/TROLLEY	000000	47.99
		I-S0756884	101-4192-422-10	PROFESSIONAL TOWELS-BAGS-LINEN/LIBRARY	000000	12.99
		I-S0756885	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	82.96
01-3032	OTIS ELEVATOR COMPANY					
		I-100401114959	101-4192-422-07	PROFESSIONAL ELEVATOR MAINT 4/1-6/30/23/LIB	000000	157.26
01-3151	KONE CHICAGO					
		I-871006643	101-4192-422-17	PROFESSIONAL- MARCH ELEVATOR MAINT/DAYS MUS	000000	183.77
01-3314	CENTURY BUSINESS PRODUC					
		I-670106	101-4192-426	SUPPLIES HP/PZ CONTRACT 3/9/23-4/8/23	000000	23.45
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV031621	101-4192-426-14	SUPPLIES - ST IGNITOR/STREETS	000000	25.07
		I-SRV099763	101-4192-425-17	REPAIRS-DAYS REPL CIRCULATION PUMP/DAYS MUS	000000	1,004.15
		I-SRV100820	101-4192-422-04	PROFESSIONAL ASSM SOLENOI AUTOFLUSH/CITY HA	000000	2,718.27
		I-SRV101063	101-4192-425-13	REPAIRS - REC REPAIR WATER HEATER LEAK/REC	000000	165.91
		I-SRV101287	101-4192-425-14	REPAIRS - STR REPLACE GLOWIFY IGNITOR/STRTS	000000	283.01
		I-SRV101380	101-4192-425-17	REPAIRS-DAYS MINIPPEPER UV/DAYS MUSEUM	000000	288.44
01-3877	MUTUAL OF OMAHA					
		I-001510304202	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	11.55
01-4057	VIEHAUSER ENTERPRISES,					
		I-44915	101-4192-426	SUPPLIES ASSA 140 KEY CUT 1200 CM/PB	000000	32.00
01-4625	FIB CREDIT CARDS					
		I-FINANCE CCD3/31/23	101-4192-426-04	SUPPLIES - CI SUPPLIES - CITY HALL	000000	22.95
01-4711	AMAZON CAPITAL SERVICES					
		I-1467-74XN-1JRM	101-4192-426-04	SUPPLIES - CI HDMI-DVI-VGA CABLES/PUB BLDGS	000000	21.76
		I-1CXH-L9XH-4M7R	101-4192-426-04	SUPPLIES - CI OFFICE CHAIR & OFC. SUPPLIES	000000	142.82
		I-1WKP-GWN9-6Y6V	101-4192-426	SUPPLIES FLOOR MAT/PUBLIC BLDGS	000000	47.98
01-4803	SUMMIT FIRE PROTECTION					
		I-115010199	101-4192-425-06	REPAIRS - DAY PUFF TEST-FUSE LINK-INSPECT/GR	000000	272.75
01-4957	ONSITE FIRST AID, LLC					
		I-2319	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	38.85
		I-2320	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	52.85
		I-2321	101-4192-422-08	PROFESSIONAL- FIRST AID SUPPLIES/HISTORY	000000	145.25
01-4960	THE PLUMBER INC					

PACKET: 06139 COMBINED - 4/18/23

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
01-4960	THE PLUMBER INC	continued				
		I-18826805	101-4192-425-06	REPAIRS - DAY REPLACE URINAL/GRANDST, FIELD	000000	1,808.00
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	43,772.78
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-409547	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS.	000000	2,449.50
		I-410212	101-4193-422	PROFESSIONAL WILDCARD SSL CERTIF.- 1 YR	000000	419.00
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	2,868.50
01-0433	WELLMARK BLUE CROSS BLU					
		I-040123-APRIL '23	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	15,380.26
01-1424	SOUTHSIDE SERVICE					
		I-58003	101-4210-425	REPAIRS SVC.ENGINE,OIL,FILTER,FLUID-PD	000000	120.15
		I-58008	101-4210-425	REPAIRS SVC.ENGINE,OIL,FILTER,FLUID-PD	000000	127.15
01-1827	MS MAIL & MARKETING					
		I-13743	101-4210-426	SUPPLIES BIZ CARDS-KURT N.- POLICE	000000	25.00
01-3877	MUTUAL OF OMAHA					
		I-001510304202	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	89.10
01-4625	FIB CREDIT CARDS					
		I-POLICE CCD 3/31/23	101-4210-427	TRAVEL FUEL PURCHASE - POLICE	000000	49.55
		I-POLICE CCD 3/31/23	101-4210-427	TRAVEL FUEL PURCHASE - POLICE	000000	37.84
01-5034	STURGIS RESPONDER SUPPL					
		I-1909	101-4210-426	SUPPLIES PIPING ON PANTS - PD	000000	18.00
			DEPARTMENT 210	POLICE	TOTAL:	15,847.05
01-0433	WELLMARK BLUE CROSS BLU					
		I-040123-APRIL '23	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-68810	101-4221-425	REPAIRS SENSOR REPAIR/RESCUE #3 - FIRE	000000	931.98
01-3877	MUTUAL OF OMAHA					
		I-001510304202	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4821	MACQUEEN EMERGENCY					
		I-PO8838	101-4221-425	REPAIRS BATTERY CHARGER-ENGINE#2-FIRE	000000	992.24
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTRTOTAL:		2,466.02

PACKET: 06139 COMBINED - 4/18/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU					
	I-040123-APRIL '23	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-3877	MUTUAL OF OMAHA					
	I-001510304202	101-4232-415	GROUP INSURAN	LIFE INSURANCE	000000	4.94
01-4326	IWORQ					
	I-200078	101-4232-426	SUPPLIES	COMM DEVEL-DATA PKGS/BLDG INSP	000000	1,250.00
01-4625	FIB CREDIT CARDS					
	I-03/31/23 PUB WORKS	101-4232-427	TRAVEL	CREDIT ICC REGISTRATION/BLDG I	000000	180.00-
01-5066	LOOKOUT PLAN + CODE CON					
	I-23018	101-4232-422	PROFESSIONAL	PLAN REVIEW 322-360 MAIN ST/BI	000000	698.40
	I-23027	101-4232-422	PROFESSIONAL	PLAN REVIEW FOR ADAMS BLOCK/BI	000000	2,607.68
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						4,917.87

01-0433	WELLMARK BLUE CROSS BLU					
	I-040123-APRIL '23	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	5,405.48
01-0467	CULLIGAN OF THE BLACK H					
	I-0018118	101-4310-426	SUPPLIES	(3) 5 GAL BOTTLED WATER/STRTS	000000	10.50
01-0561	SOUTH DAKOTA 811					
	I-SD23-00691	101-4310-422	PROFESSIONAL	MSG-FAX FEES 1/1-3/31/23/STRTS	000000	14.56
01-0575	SOUTHSIDE OIL					
	I-098696	101-4310-426	SUPPLIES	(39) GALL FUEL GENERATOR/STRTS	000000	151.71
01-0677	LAWSON PRODUCTS, INC.					
	I-9310485356	101-4310-424	RENTALS	TORRENT MONTHLY RENT/STREETS	000000	200.00
01-0782	JACOBS PRECISION WELDIN					
	I-30097	101-4310-426	SUPPLIES	3/16"X1 1/2" FLAT BAR/STRTS	000000	20.85
01-1168	KLJ ENGINEERING LLC					
	I-10186407	101-4310-422	PROFESSIONAL	PRELIM ENGINEER BURNHAM AVE/ST	000000	260.56
01-1374	BUTLER MACHINERY COMPAN					
	I-06PS0655296	101-4310-425	REPAIRS	NUT HEX-PLATE-ROD-CLAMP/STRTS	000000	38.91
01-1483	KNECHT HOME CENTER					
	C-10/8/22 ADJUSTMENT	101-4310-426	SUPPLIES	BACK OFFICE CREDIT/PUB WORKS	000000	138.50-
	I-8895525	101-4310-426	SUPPLIES	2X6 HEM FIR-4X8 PLYWOOD/STRTS	000000	74.22
01-1515	RAPID DELIVERY					
	I-03/31/23 STATEMENT	101-4310-422	PROFESSIONAL	DELIVERIES 2/28 - 3/28/23/PW	000000	219.06

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1785	KIMBALL MIDWEST					
		I-100973883	101-4310-426	SUPPLIES (10) 3326X6 3/8X1 CLS NIPPLE/S	000000	49.60
01-3877	MUTUAL OF OMAHA					
		I-001510304202	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3956	ADAMS SALVAGE RECYCLING					
		I-3062	101-4310-422	PROFESSIONAL TRUCK TIRE DISPOSAL/STRTS	000000	9.57
01-3970	A & I DISTRIBUTORS					
		I-3915249	101-4310-426	SUPPLIES 6/1 QT SERV PRO FS 5W40/STRTS	000000	85.81
01-4625	FIB CREDIT CARDS					
		I-03/31/23 PUB WORKS	101-4310-427	TRAVEL TRAVEL EXPENSE FOOD LORNIE/PW	000000	11.81
		I-03/31/23 PUB WORKS	101-4310-427	TRAVEL TRAVEL EXPENSE FUEL LORNIE/PW	000000	30.01
		I-03/31/23 PUB WORKS	101-4310-426	SUPPLIES (2) 12" LED TINTED RED LENS/ST	000000	232.00
		I-FINANCE CCD3/31/23	101-4310-422	PROFESSIONAL QUERY FEE - FINANCE	000000	31.25
01-4711	AMAZON CAPITAL SERVICES					
		I-1WKP-GWN9-6Y6V	101-4310-426	SUPPLIES FLOOR MAT/PUBLIC WORKS	000000	47.98
				DEPARTMENT 310 STREETS	TOTAL:	6,786.73
01-4630	SANDER SANITATION SERVI					
		I-03/31/23 RES GARB	101-4320-422	PROFESSIONAL MARCH RES GARBAGE SERVICE	000000	12,825.48
				DEPARTMENT 320 SANITATION	TOTAL:	12,825.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-040123-APRIL '23	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,072.62
01-0467	CULLIGAN OF THE BLACK H					
		I-0018057	101-4520-426	SUPPLIES (8) 5 GAL BOTTLE WATER-RENT/P	000000	71.00
01-0776	ALBERTSON ENGINEERING,					
		I-18753	101-4520-422-01	PROF SERV- FE WHITEWOOD CR PRO SRVCS/PARKS	000000	1,326.40
01-1483	KNECHT HOME CENTER					
		I-8408167	101-4520-426	SUPPLIES FAN EXHAUST BATH/PARKS	000000	54.99
01-1502	BLACK HILLS CHEMICAL					
		I-242599A	101-4520-426	SUPPLIES DEEP BLUE TOILET CONCENT/PARKS	000000	62.96
		I-242599B	101-4520-426	SUPPLIES DEEP BLUE TOILET CONCENT/PARKS	000000	62.96
01-1515	RAPID DELIVERY					
		I-03/31/23 STATEMENT	101-4520-422	PROFESSIONAL DELIVERIES 2/28 - 3/28/23/PARK	000000	15.60

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING	I-13753	101-4520-426	SUPPLIES BUSINESS CARDS MATT J/PARKS	000000	30.00
01-3314	CENTURY BUSINESS PRODUC	I-670106	101-4520-426	SUPPLIES HP/PZ CONTRACT 3/9/23-4/8/23	000000	23.45
01-3836	MID-AMERICAN RESEARCH C	I-0786385-IN	101-4520-426	SUPPLIES WRITE OFF-POWER OFF-GLS CLNR/P	000000	504.39
01-3877	MUTUAL OF OMAHA	I-001510304202	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	27.23
01-4574	UNITED LABORATORIES	I-INV374836	101-4520-426	SUPPLIES WASP WHACKER-DUOZYME/PARKS	000000	1,160.47
01-4592	BUTTE COUNTY EQUIPMENT	I-IB13320	101-4520-425	REPAIRS CUTTING EDGES-CARRY BOLT/PARKS	000000	352.06
01-4711	AMAZON CAPITAL SERVICES	I-1WKP-GWN9-6Y6V	101-4520-426	SUPPLIES FLOOR MAT/PARKS	000000	47.98
DEPARTMENT 520 PARKS					TOTAL:	7,812.11
01-0433	WELLMARK BLUE CROSS BLU	I-040123-APRIL '23	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	0.00
01-3314	CENTURY BUSINESS PRODUC	I-670106	101-4640-422	PROFESSIONAL HP/PZ CONTRACT 3/9/23-4/8/23	000000	23.45
01-3877	MUTUAL OF OMAHA	I-001510304202	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	2.48
01-4247	SD HISTORICAL SOCIETY F	I-040623	101-4640-427	TRAVEL CHARLES EAGLESON REGISTRATION	000000	135.00
		I-040623	101-4640-427	TRAVEL KEN OWENS REGISTRATION	000000	135.00
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	295.93
FUND 101 GENERAL FUND					TOTAL:	104,991.17

PACKET: 06139 COMBINED - 4/18/23

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-040123-APRIL '23	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-0467	CULLIGAN OF THE BLACK H					
		I-0018119	206-4550-426	SUPPLIES 5 GAL.BOTTLED WATER - LIBRARY	000000	14.00
01-1562	MIDWEST TAPE, LLC					
		I-503545596	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	57.23
		I-503569529	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	87.71
01-3877	MUTUAL OF OMAHA					
		I-001510304202	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4625	FIB CREDIT CARDS					
		I-LIBRARY CCD3/31/23	206-4550-434	COLLECTION DE SUBSCRIPTION - LIBRARY	000000	30.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MMH-CIMP-4LJT	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	18.99
				DEPARTMENT 550 LIBRARY	TOTAL:	748.00
				FUND 206 LIBRARY FUND	TOTAL:	748.00

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0127	TURBIVILLE INDUSTRIAL E					
		I-52960	209-4510-425	REPAIRS 1/4 HP FAN MOTOR #8100/REC CEN	000000	146.31
		I-52983	209-4510-425	REPAIRS FAN BLADE-1/2" HUB/REC CENTER	000000	34.85
01-0418	BLACK HILLS PIONEER					
		I-98998, 99302	209-4510-423	PUBLISHING ADS BY KIDS-COMM SPONSOR/REC	000000	111.50
01-0433	WELLMARK BLUE CROSS BLU					
		I-040123-APRIL '23	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,874.35
01-1098	HILLYARD/SIOUX FALLS					
		I-605077294	209-4510-426	SUPPLIES (4) ARSENAL REJUVNAL/REC	000000	123.92
01-1502	BLACK HILLS CHEMICAL					
		I-243245	209-4510-426	SUPPLIES GARB BAGS-FOAM WASH-FACIAL/REC	000000	1,021.79
01-1827	MS MAIL & MARKETING					
		I-13755	209-4510-426	SUPPLIES POSTER PRINTING-FIT-ACTIVITY/R	000000	26.25
01-3151	KONE CHICAGO					
		I-871006642	209-4510-422	PROFESSIONAL MARCH ELEVATOR MAINT/REC CENTE	000000	176.70
01-3618	KDSJ 980 AM RADIO					
		I-03/31/23 STATEMENT	209-4510-423	PUBLISHING 30 SPOT PKG-15 LIVE SPOTS/REC	000000	255.00
01-3836	MID-AMERICAN RESEARCH C					
		I-0787638-IN	209-4510-422	PROFESSIONAL FULL COURT FINISH-GYM PADS/REC	000000	1,569.70
01-3877	MUTUAL OF OMAHA					
		I-001510304202	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	10.65
01-4711	AMAZON CAPITAL SERVICES					
		I-1HRN-CGTG-1667	209-4510-426	SUPPLIES PAPER CUPS-MAGICARD RIBBON/REC	000000	152.25
		I-1N6C-YHY9-33XF	209-4510-426	SUPPLIES (2) LAPTOP BAGS-BULLHORN/REC	000000	72.97
DEPARTMENT 510 REC CENTER TOTAL:						5,576.24
01-4625	FIB CREDIT CARDS					
		I-FINANCE CCD3/31/23	209-4980-429	OTHER EASTER EGG HUNT - 3 BIKES	000000	354.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						354.00
FUND 209 BED & BOOZE FUND TOTAL:						5,930.24

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MAR-041423	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	23.40
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	23.40
01-0475	DEADWOOD CHAMBER & VISI					
		I-020723HP	215-4572-210	VISITOR MGMT HPC MARKETING	000000	3,837.47
		I-030723HP	215-4572-210	VISITOR MGMT HPC MARKETING	000000	14,199.14
01-1182	MACROVISION					
		I-2023-02	215-4572-235	VISITOR MGMT 55 HRS VIDEO DIGITIZATION	000000	1,679.00
		I-2023-3	215-4572-235	VISITOR MGMT PURCHASE VIDEOTAPE LIBRARY 2ND	000000	7,500.00
01-1441	DAYS OF '76, INC.					
		I-040623	215-4572-235	VISITOR MGMT 2023 DAYS OF '76 EXPERIENCE	000000	2,500.00
01-4007	SPLIT ROCK STUDIOS					
		I-4996	215-4572-235	VISITOR MGMT EXHIBITION BAGGAGE ROOM-H&IC	000000	1,877.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:		31,592.61
01-2014	TOMS, DON					
		I-LEDGER PROJ 327.2	215-4573-335	HIST. INTERP. 1908 PERSONAL TAXES	000000	600.00
01-3314	CENTURY BUSINESS PRODUC					
		I-670903	215-4573-335	HIST. INTERP. ARCHIVE CONTRACT 3/9/23-4/8/23	000000	9.29
01-4625	FIB CREDIT CARDS					
		I-033123HP	215-4573-325	HIST. INTERP. ALL TRAILS SUBSCRIPTION	000000	28.79
01-5052	AVID4 ENGINEERING					
		I-J18-118-2.28	215-4573-340	HIST. INTERP. 2022 GIS ENTERPRISE TECH SERV	000000	2,940.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:		3,578.08
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-409547	215-4576-600	PROFES. SERV. OFFSIDE BKUP & WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-18742	215-4576-600	PROFES. SERV. DAYS OF 76 NEW RESTROOM BLDG	000000	250.00
		I-18757	215-4576-600	PROFES. SERV. 8 JEFFERSON RETAINING WALL	000000	713.71
		I-18758	215-4576-600	PROFES. SERV. 5 HARRSON RETAINING WALL	000000	1,095.00
01-2394	GUNDERSON, PALMER, NELS					
		I-124178	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	885.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		3,958.71

PACKET: 06139 COMBINED - 4/18/23

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-040123-APRIL '23	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,781.08
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-409147	215-4641-422	PROFESSIONAL BLD NEW INFRASTRUCTURE ARCGIS	000000	7,262.50
01-3314	CENTURY BUSINESS PRODUC					
		I-670106	215-4641-422	PROFESSIONAL HP/PZ CONTRACT 3/9/23-4/8/23	000000	23.45
01-3877	MUTUAL OF OMAHA					
		I-001510304202	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4247	SD HISTORICAL SOCIETY F					
		I-040623	215-4641-427	TRAVEL TREVOR SANTOCHI REGISTRATION	000000	135.00
		I-040623	215-4641-427	TRAVEL MIKE RUNGE REGISTRATION	000000	135.00
		I-040623	215-4641-427	TRAVEL VICKI DAR REGISTRATION	000000	135.00
		I-040623	215-4641-427	TRAVEL LEO DIEDE REGISTRATION	000000	135.00
		I-040623	215-4641-427	TRAVEL BONNY ANFINSON REGISTRATION	000000	135.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-1269	215-4641-422	PROFESSIONAL TESTING - HP	000000	54.00
01-4326	IWORQ					
		I-200078	215-4641-422	PROFESSIONAL COMM DEVEL-DATA PKGS/HP	000000	1,250.00
01-4625	FIB CREDIT CARDS					
		I-033123HP	215-4641-426	SUPPLIES P&Z TRAINING LUNCH W/J RUSSELL	000000	29.93
		I-033123HP	215-4641-426	SUPPLIES SHPO BREAKFAST MEETING	000000	67.59
		I-033123HP	215-4641-427	TRAVEL TRAIN HR BETTER PROOFER-HP STA	000000	395.00
01-4946	CIVICPLUS LLC					
		I-66FC2C8E-0002	215-4641-422	PROFESSIONAL MUNIPRO SUBSCR 3/28/23-3/28/24	000000	295.00
01-5069	MICROSOFT					
		I-G021940915	215-4641-422	PROFESSIONAL AZURE SUPPORT 3/1/23-3/31/23	000000	250.70
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						15,101.58
FUND 215 HISTORIC PRESERVATION TOTAL:						54,254.38

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-4962	PAHA SAPA HOLDINGS LLC						
		I-0059	216-1310	DUE FROM OTHE 23 MONROE COUPENS	000000	22,099.38	
01-5075	ODD JOBS						
		I-1167	216-1310	DUE FROM OTHE 66 TAYLOR RICHESON	000000	2,040.82	
		I-1173	216-1310	DUE FROM OTHE 66 TAYLOR RICHESON	000000	3,673.48	
		I-1174	216-1310	DUE FROM OTHE 66 TAYLOR RICHESON	000000	3,265.31	
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	31,078.99	
01-0558	NHS OF THE BLACK HILLS						
		I-2023-3	216-4653-960	CLOSING CO MCFARLAND/SCHMIDT CLIENT REPOR	000000	151.92	
		I-2023-3 2	216-4653-422	PROFESSIONAL MONTHLY CONTRACT 3/23	000000	3,000.00	
01-3900	PHIL'S ELECTRIC						
		I-101441	216-4653-962-01	SPECIAL NEEDS 14 HARRISON GUILBERT	000000	1,443.30	
01-4086	TWIN CITY HARDWARE - GR						
		I-2212-225145	216-4653-962-03	WINDOWS GRANT 18 DENVER DRUMMOND	000000	82.55	
01-4726	KNECHT HOME CNTR-GRANTS						
		I-8475525	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	9.21	
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	4,686.98	
			FUND	216	REVOLVING LOAN	TOTAL:	35,765.97

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

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-040123-APRIL '23	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,309.37
01-0467	CULLIGAN OF THE BLACK H					
		I-0018118	602-4330-426	SUPPLIES (3) 5 GAL BOTTLED WATER/WATER	000000	10.50
01-0539	LEAD-DEADWOOD SANITARY					
		I-APRIL EQR	602-4330-422	PROFESSIONAL APRIL EQR/WATER	000000	22,133.00
01-0561	SOUTH DAKOTA 811					
		I-SD23-00691	602-4330-422	PROFESSIONAL MSG-FAX FEES 1/1-3/31/23/WATER	000000	14.56
01-0677	LAWSON PRODUCTS, INC.					
		I-9310485356	602-4330-424	RENTALS TORRENT MONTHLY RENT/WATER	000000	200.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1425672	602-4330-426	SUPPLIES (4) MEGALUG MJ RESTRAINT/WATER	000000	668.80
01-3736	METERING & TECHNOLOGY S					
		C-CM1007	602-4330-426	SUPPLIES CREDIT 2" RND BARE METER/WATER	000000	867.00-
		I-INV1861	602-4330-426	SUPPLIES ORION ME MODULE-BRACKET/WATER	000000	167.30
		I-INV2114	602-4330-426	SUPPLIES (4) RUBBER ELLIPTL GASKET/WTR	000000	22.50
		I-INV2138	602-4330-426	SUPPLIES M25 GALL 9 DIAL TIGHT WIRE/WTR	000000	783.24
01-3877	MUTUAL OF OMAHA					
		I-001510304202	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
01-4625	FIB CREDIT CARDS					
		I-FINANCE CCD3/31/23	602-4330-427	TRAVEL SDML DIST.10 MTG.-WATER/LORNIE	000000	24.95
DEPARTMENT 330 WATER					TOTAL:	26,488.67
FUND 602 WATER FUND					TOTAL:	26,488.67

PACKET: 06139 COMBINED - 4/18/23
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
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
01-0978	PETTY CASH-MT. MORIAH					
		I-04/18/23	607-1020	CASH ON HAND SET UP PETTY CASH-2 TILLS/MM	000000	1,000.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1,000.00
01-3558	DEADWOOD HISTORY, INC.					
		I-32613	607-4580-423	PUBLISHING & BH VISITOR SPR-SMR EDITION/MM	000000	630.00
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2023-039	607-4580-422	PROFESSIONAL 2023 MM PRES IMPR CONST DOC/MM	000000	4,623.00
01-5069	MICROSOFT					
		I-G021940915	607-4580-422	PROFESSIONAL AZURE SUPPORT 3/1/23-3/31/23	000000	250.70
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	5,503.70
				FUND 607 HISTORIC CEMETERIES	TOTAL:	6,503.70

PACKET: 06139 COMBINED - 4/18/23

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-040123-APRIL '23	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,321.00
01-3314	CENTURY BUSINESS PRODUC					
	I-670106	610-4360-426	SUPPLIES	HP/PZ CONTRACT 3/9/23-4/8/23	000000	23.45
01-3877	MUTUAL OF OMAHA					
	I-001510304202	610-4360-415	GROUP INSURAN	LIFE INSURANCE	000000	17.33
01-4625	FIB CREDIT CARDS					
	I-FINANCE CCD3/31/23	610-4360-422	PROFESSIONAL	QUERY FEE - P & T	000000	31.25
01-4766	IPS GROUP INC					
	I-INV83290	610-4360-422-02	PROFESSIONAL	CC TRNAS FEES-DATA FEES/P&T	000000	1,718.71
	I-INV83385	610-4360-422-02	PROFESSIONAL	GATEWAY-MAINT-PEMS FEES/P&T	000000	4,195.64
01-4980	JLG ARCHITECTS					
	I-22078-6	610-4360-422-03	PROFESSIONAL	PRO SRVCS ENDING 3/31/23/P&T	000000	16,140.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						24,447.38
01-0433	WELLMARK BLUE CROSS BLU					
	I-040123-APRIL '23	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,862.86
01-0545	LYNN'S DAKOTA MART					
	I-04/01/23 STATEMENT	610-4361-426	SUPPLIES	24 PACKS BOTTLED WATER/TROLLEY	000000	37.34
01-0600	TRIPLE K TIRE & REPAIR					
	I-1-68517	610-4361-425	REPAIRS	LABOT MOUNT-DISMOUNT/TROLLEY	000000	30.00
01-1424	SOUTHSIDE SERVICE					
	I-1562	610-4361-426	SUPPLIES	11.825 GALS @ \$3.499 FUEL/TROL	000000	41.38
01-3877	MUTUAL OF OMAHA					
	I-001510304202	610-4361-415	GROUP INSURAN	LIFE INSURANCE	000000	7.42
01-4347	VERIZON CONNECT NWF, I					
	I-OSV000003025364	610-4361-422	PROFESSIONAL	MARCH DATA CONNECT SRVC/TROLLE	000000	92.95
01-4625	FIB CREDIT CARDS					
	I-FINANCE CCD3/31/23	610-4361-426	SUPPLIES	MEETING SUPPLIES - TROLLEY	000000	46.88
	I-FINANCE CCD3/31/23	610-4361-427	TRAVEL	SDML DIST.10 MTG.-TROLLEY/ LUX	000000	25.00
01-5069	MICROSOFT					
	I-G021940915	610-4361-422	PROFESSIONAL	AZURE SUPPORT 3/1/23-3/31/23	000000	250.70
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						2,394.53

PACKET: 06139 COMBINED - 4/18/23

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
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/29/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	25.84
01-0433	WELLMARK BLUE CROSS BLU					
		I-040123-APRIL '23	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-3060	QUIK SIGNS					
		I-40671	610-4362-426	SUPPLIES (24) 12X18-(1) 18X24 SIGNS/RAM	000000	550.14
01-3151	KONE CHICAGO					
		I-871006642	610-4362-422	PROFESSIONAL MARCH ELEVATOR MAINT/REC CENTE	000000	176.70
01-3877	MUTUAL OF OMAHA					
		I-001510304202	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	4.94
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	1,294.47
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	28,136.38

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MAR-041423	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,528.65
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 3,528.65
				FUND	722 SALES TAX AGENCY	TOTAL: 3,528.65

PACKET: 06139 COMBINED - 4/18/23

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-04/12/23	723-4000-429	OTHER CITY SLOTS - PYMT 10, YR 2	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
				REPORT GRAND TOTAL:		296,176.71

EXHIBIT 3-1

WORK-BASED LEARNING PROGRAM AGREEMENT TEMPLATE

WORK-BASED LEARNING PROGRAM AGREEMENT BETWEEN

Center Name: Boxelder Job Corps CCC

Address: 22023 Job Corps Pl, Nemo South Dakota

and

Employer: City of Deadwood

Address: 108 Sherman St

Telephone: 605-578-2082 ext 2213

Name of Supervisor: Mike Runge

Hours of Work: 8:00-1530

Length of Employment/Training: 6-8 weeks

Rate of Pay if applicable: 14.33 per hr

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury recordkeeping system, and report the incident to the WBL Coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including

serious injuries resulting in hospitalization in accordance with 29 CFR 1960.29, “Basic Program Elements for Federal Employees OSHA.” In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

Work-Based Learning Agreements

Job Corps Center agrees to:

- 1) Request a copy of the WBL site’s last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
 - If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- 2) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
 - Observe and counsel students.
 - Observe the working environment for potential hazards.
 - Observe students’ use of safety work practices including use of proper protective equipment.
 - Ensure tool inventory, accountability, and security procedures are being followed.
 - Ensure that the training needs of the students are being met.
 - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 3) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).
- 4) Record all accidents and injuries in the Employee’s Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.
- 5) Record and report all serious injuries or illnesses within 24 hours to the ECOMP coordinator, local director and local safety manager.
- 6) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.
- 7) Coordinate with the employer to conduct an investigation of accidents resulting in serious

injuries and/or fatalities involving Job Corps students.

- 8) Document and record student WBL assignments and progress.
- 9) Provide the competencies (or sections of the student's Electronic Training Achievement Record [e-TAR] in which the student will be trained at the work site).
- 10) Provide a process for notifying the center in the case of student absence or injury.
- 11) Provide a schedule/format for providing feedback to the center and the student about the student's performance.

WBL Employer agrees to:

- 1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- 2) Provide direct supervision and workplace mentors to students.
- 3) Assist students in achieving agreed upon career technical and academic skills.
- 4) Provide a safe environment.
- 5) Support industry-specific certification requirements, as applicable.
- 6) Not discriminate against students with disabilities and to provide reasonable accommodation, as determined by applicable state and federal law.
- 7) The student must not displace employees at the work site.
- 8) Document student achievements and competencies.
- 9) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 10) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 11) Coordinate with Chad Bentz 605-626-9145, Center Safety Officer, to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 12) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- 13) Provide all equipment, tools, and personal protective equipment and clothing needed to

perform the assigned duties that would normally be provided to employees.

- 14) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.
- 15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- 16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- 17) Report all accidents, damage, loss or destruction of property, or emergency immediately to 605-626-9150, Center Director /designee, at 626-9165 in order to provide a detailed report.

Center Director: _____ Date: _____

WBL Coordinator: Ed Lewis for Paul Baran Date: 4/10/2023

Center Safety Officer: _____ Date: _____

Company CEO/Designee: _____ Date: _____

Company WBL Supervisor: _____ Date: _____

Company Safety Officer: _____ Date: _____

SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 20th day of March, 2023, by and between the Black Hills State University, hereinafter referred to as **UNIVERSITY** and the City of Deadwood, hereinafter referred to as **CITY**.

WHEREAS the **UNIVERSITY** and the **CITY** are desirous of entering into an agreement where the **UNIVERSITY** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

SECTION 1

The **CITY** agrees to rent to the **UNIVERSITY** for its use as follows; availability for Black Hills State University (School Behavioral Sciences) swimming commencing on Friday, April 21 from 4:30 p.m. to 8:30 p.m., and Sunday, April 23, 2023 from 8:00 a.m. to noon. **UNIVERSITY** agrees to pay the sum hereinafter described in Section 7, below, on or before April 21, 2023.

SECTION 2

CITY agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** shall not be held liable for any damages to University. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

SECTION 3

UNIVERSITY and City agree that each will be solely responsible for any and all claims, actions, suits, damages or liability arising from the negligence of its officers, agents and employees in the performance of this Agreement, except to the extent that liability coverage is provided pursuant to § 3-22-1. Nothing in this Agreement will be construed as a waiver of either party's sovereign immunity or any other defenses allowed by law.

SECTION 4

UNIVERSITY, as a state entity, is provided certain statutory coverage pursuant to the SDCL chapter 3-22. SDCL chapter 3-22 provides for the public entity pool for liability, which provides general liability, professional liability and automobile liability, with a per occurrence coverage limit of \$1,000,000. .

SECTION 5

UNIVERSITY releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **UNIVERSITY** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **UNIVERSITY**.

SECTION 6

CITY agrees to furnish two (2) Lifeguards-trained personnel during all hours the pool is designated for **UNIVERSITY'S** use.

SECTION 7

In addition to Section 1, **UNIVERSITY** agrees to compensate **CITY** the sum of Four Hundred and No/100ths Dollars (\$400.00) for use of the swimming pool. **UNIVERSITY** agrees to pay said sum in accordance with Section 1, above.

SECTION 8

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

IN WITNESS WHEREOF, the said parties do hereto subscribe their names and affix their seals:

CITY OF DEADWOOD

By: _____
Dave Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

BLACK HILLS STATE UNIVERSITY

By: _____

Blackstrap, Inc.
PO Box 258 Neligh, NE 68756
402-887-5651
accounting@blackstrapinc.com



INVOICE

Sold to: CITY OF DEADWOOD
67 DUNLOP AVE
DEADWOOD, SD 57732 USA

I N V O I C E #: 139063

Freight Bill #: 87420
Invoice Date: 04/03/23

Via Email: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 103600
Your Contract #:
Terms: NET30
F.O.B.: DEADWOOD, SD
Company #: 2851

***A finance charge of 18% will charged if this
invoice is not paid within 30 days of the
invoice date.***

WC Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
03/31/23	3412	BLACKSLICER, MAGIC Pkup#: 68876	31.9500 Tons	169.0000	T	\$5399.55

PICKUP: BLACKSTRAP
DROPOFF: CITY OF DEADWOOD
Dispatcher: 20/ Processed by: 20

NELIGH, NE
DEADWOOD, SD

\$5,399.55
=====

INVOICE TOTAL -->

=====
Price Per: T=Ton, Q=Qty/Load, C=100wt, 1=48#BU, 2=56#BU, 3=32#BU, R=50#BU, W=Wheat60#, 5=60#B, P=Lbs
Thank you for your business. Please reference our invoice#
on payment. Check payable to: Blackstrap, Inc.

87420 O/ 63900.0000 Lbs.

ORDINANCE NUMBER 1366
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2023

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2023:

FUND 0610 PARKING & TRANSPORTATION FUND

Capital Improvements: \$525,000.00

Source of Revenue: Parking & Transportation Unexpended Cash and Cash Reserves

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: April 3, 2023
Second Reading: April 17, 2023
Published: April 20, 2023
Effective: April 20, 2023

**CITY OF DEADWOOD
ORDINANCE 1367**

AMEND CHAPTER 17.08 DEFINITIONS UNDER TITLE 17 ZONING

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:

A M E N D M E N T

17.08.010 Definitions

As used in this title:

“Accessory” means subordinate or incidental to, and on the same lot or on a contiguous lot in the same ownership, as the building or use being identified or advertised.

"Accessory dwelling unit" means a separate and complete single housekeeping unit within a single-family dwelling unit. The single-family dwelling unit shall be owner occupied. See “dwelling, single-family.”

“Accessory use” means a use or building which:

- A. Is clearly subordinate to, customarily found in association with, and serves a principal use; and
- B. Is subordinate in purpose, area or extent to the principal use served; and
- C. Contributes to the comfort, convenience or necessity of the occupants, business enterprise or operation within the principal use served or is located on the same lot as the principal use.

“Adult education facility or service” means a vocational or academic educational use serving a clientele at least fifty (50) percent of which are individuals who are eighteen (18) years of age or older.

“Agency” means the city commission and any officer, employee, department, division or other agency of the city, including boards and commissions.

“Agriculture” means the science and art of the production of plants and animals useful to humans, including the preparation of the products for humans’ use and their disposal by marketing or otherwise. In this broad sense it includes farming, horticulture, forestry, dairying, etc.

“Alley” means a street or way within a block set apart for public use, vehicular travel and local convenience to provide access to the rear or side of the abutting lots or buildings.

“Alteration” means any change to a resource because of construction, repair, maintenance or other means, except for maintenance and repairs which does not involve a change in design, material, color or outer appearance.

Alteration, Structural. “Structural alteration” means any change to a resource because of construction, repair, maintenance or other means, except for maintenance and repair which does not involve a change in design, material, color or outer appearance.

“Apartment house” means a residential building or a portion of a building containing three or more dwelling units for occupancy by three or more families living separately from each other.

“Appeal” means obtaining review of a decision, determination, order or failure to act pursuant to the terms of this title as expressly authorized.

“Appear on behalf of” means to act as a witness, advocate, or expert or otherwise to support the position of another person.

“Applicant” means the owner of record of a particular property; the lessee thereof with the approval of the owner of record in notarized form; or a person holding a bona fide contract to purchase a particular property, who makes application under this title.

“Approving agency” means the individual or agency which grants final approval to an applicant under this title.

“Appurtenances” mean:

- A. Architectural features not used for human occupancy, consisting of spires, belfries, cupolas or dormers; roof water storage tanks; silos; parapet walls; and cornices without windows; and
- B. Necessary mechanical equipment usually carried above the roof level having no more than twenty-five (25) percent roof coverage, including without limitation, chimneys, ventilators, skylights, antennas, microwave dishes and solar systems, and excluding wind energy conversion systems.

"Architectural projection" means any building projection that is not intended for occupancy and that extends beyond the face of an exterior wall of a building, including without limitation, roof overhangs, mansards, unenclosed exterior balconies, marquees, canopies, awnings, pilasters and fascias, but not including signs.

“Automotive vehicle” means any vehicle, including every device in, upon or by which a person or property is or may be transported or drawn upon a public highway or any device used or designed for aviation or for flight in the air and upon which a specific ownership tax is imposed by the state of South Dakota, including without limitation, all motor vehicles, trailers, semi-trailers and aircraft, but excluding devices moved by human power or used exclusively upon stationary rails or tracks.

“Basement” means that portion of a building between floor and ceiling that is located partly below and partly above grade and has less than half its clear floor-to-ceiling height below the average grade of the adjoining ground abutting the exterior walls of the dwelling unit.

“Bathroom” means a room containing a toilet that may also contain a lavatory, shower or bathtub.

“Bed and breakfast establishment” means: any building or buildings run by an operator that is used to provide accommodations for a charge to the public, with at most five rental units for up to an average of ten guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota and this Title.

- ~~A. As defined and permitted by the State of South Dakota;~~
- ~~B. No bed and breakfast home shall be located on a lot closer than two hundred (200) feet or eight residences, whichever is greater, from any other lot containing a bed and breakfast home. However, the planning and zoning commission may waive the distance limitation if the structure is listed on the National Register of Historic Places or eligible for individual listing on the National Register of Historic Places. The Deadwood building inspector shall inspect the premises to insure compliance with the Building Code;~~
- ~~C. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board. The subject residence proposed for a bed and breakfast shall be required to provide the following: (a) water meter, if one has not been installed on the subject premises; (b) proof of a state excise tax number shall be provided to the planning and zoning office for their files; and (c) proof that the business improvement district has been notified of the bed and breakfast establishment.~~

“Beneficiary.” (Reserved.)

“Berm” means a strip of mounded topsoil which provides a visual screen.

“Bicycle” means a vehicle propelled solely by human power through a chain, belt or gears and that has at least one wheel more than fourteen (14) inches in diameter.

“Bike path” or “bicycle path” means a separate path that has been designated for use by bicycles, by traffic control device or other sign and that is separated from the roadway for other vehicular traffic by open space or a barrier.

“Board of adjustment” means the city of Deadwood board of adjustment.

“Boarding house” means a residential building or structure, or portion thereof, other than a hotel, lodge or multi-family dwelling, providing temporary or long-term lodging for six or more guests, serving meals to those guests on a continuing basis for compensation and having a manager residing on the premises, but not providing a restaurant or bar, or accessory uses, such as recreational facilities, typically associated with a hotel or lodge.

“Brush.” (Reserved.)

“Buffer zone” means an area between land uses providing fencing, berms, mounds, plant materials or any combination thereof to act as visual or noise buffers.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy.

“Building area” means the maximum horizontal area within the outer perimeter of the building walls, dividers or columns at ground level or above, whichever is the greater area, including without limitation, courts and exterior stairways, but excluding:

- A. Uncovered decks, porches, patios, terraces and stairways all less than thirty (30) inches high; and
- B. The outer four feet of completely open, uncovered, cantilevered balconies that have a minimum of eight feet vertical clearance below.

“Building coverage” means the ratio of the total building area on a lot to the total area of the lot.

Building, Detached. “Detached building” means a building having no structural connection with another building.

“Building envelope” means that area on any lot on which a structure can be erected consistent with existing setback requirements and is defined by the setback lines applicable to that lot. For planned unit developments or other property that may not be subject to prescribed setback requirements, the building envelope is defined by a line running around the protected structures on the property eight feet from their exterior walls.

Building, Principal. “Principal building” means the building containing the primary use on the lot.

“Bulk requirements” means the combination of lot area, height, setbacks and floor area ratio set forth in this title.

“Business” means all activities in which a person engages or in which such person causes another to be engaged with the object of gain, benefit or advantage, whether direct or indirect.

“Camper” means a unit containing cooking or sleeping facilities that is designed to be loaded onto or affixed to the bed or chassis of a truck to provide temporary living quarters for recreational camping or travel use.

“Camping areas” means a platted parcel of land separately owned and developed for commercial use, offering to the traveling public overnight parking spaces for trailer campers and/or tent sites.

“Caretaker’s residence” means a dwelling unit which is used exclusively by either the owner, manager or operator of a principal permitted use and which is located on the same parcel as the principal use.

“Car wash” means a structure or portion thereof containing facilities for washing motorized vehicles, using production-line, automated or semi-automated methods for washing, whether or not employing a chain conveyor, blower, steam-cleaning or similar mechanical devices.

“Cellar” means that portion of a building that is located partly or wholly below grade and has half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground abutting the exterior walls of the dwelling unit.

“Center” or “centerline” means an imaginary line that is equidistant from the boundaries of the street.

“Certificate of appropriateness” means a signed and dated document evidencing the approval of the historic district commission for work proposed by an applicant. The period for which such certificates are valid may be limited by the issuing commission.

"Certificate of occupancy" means a document issued by the city which states that the described portion of a building has been inspected for compliance with the requirements of the Building Code and division of occupancy and the use for which the proposed occupancy is classified.

“Change of use” means any change in use of land that requires additional parking under this title, whether or not such parking must actually be provided, or any initiation of or change to residential habitation of any portion of any structure, whether existing or new.

“Charitable organization” means any entity organized and/or operated in the city exclusively for religious or charitable purposes, no part of whose net earnings inures to the benefit of any private shareholder or individual.

“Church” means a building together with its accessory buildings and uses where persons regularly assemble for religious worship, such buildings being maintained and controlled by a religious body organized to sustain public worship.

Clinic, Dental or Medical. “Dental or medical clinic” means a building in which one or more physicians, dentists and allied professional assistants are engaged in carrying on their profession; the clinic may include a dental or medical laboratory, but it shall not include in-patient care or operating rooms for major surgery.

“Club (private) or lodge” means buildings and facilities intended to be used as a center of informal association for social, recreational or educational purposes for selective membership not open to the general public.

“Code enforcement officer” means any city employee or person employed under independent contract by the city who is appointed to enforce the laws of the city.

“Community center” means a facility maintained by a public agency or nonprofit community or neighborhood association for the social, recreational or educational needs of the community.

“Comprehensive plan” means the official document or elements thereof, adopted by the city, and intended to guide the physical development of the city or a portion thereof. Such plan may include maps, plats, charts, policy statements, etc.

“Condominium” means real property having more than one dwelling unit and the ownership of which consists of separate, divided, fee simple estates in individual air space units, together with an undivided fee simple interest in the common elements appurtenant to such units.

“Condominium conversion” means the transfer of ownership of less than the total number of dwelling units in a multiple dwelling unit structure, where the ownership interests created by the transfer of ownership, are in a number of dwelling units that is less than the total number of units in the structure in which the seller had an interest prior to the sale or, with respect to a mobile home park, the transfer of ownership of the mobile home park property so that it is jointly and severally owned by the owners of the mobile homes upon such property.

“Condominium unit” means a form of property ownership of airspace.

“Congregate care facility” means a facility for long-term residence exclusively by persons sixty (60) years of age or older, and which shall include, without limitation, common dining and social and recreational features, special safety and convenience features designed for the needs of the elderly, such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways and doorways designed to accommodate wheelchairs, and the provision of social services for residents which must include at least two of the following: meal services, transportation, housekeeping, linen and organized social activities.

“Construction project” means the erection, installation, alteration, repair or remodeling of a building or structure upon real estate or any other activity for which a building permit is required under this code or an ordinance of the city.

“Contiguous” means a sharing of a common border at more than a single point of intersection and in such a manner that the shared boundaries are touching and not separated except by boundaries or private rights-of-way, watercourses or water bodies or other minor geographical divisions of similar nature running parallel and between the shared boundaries. Contiguity is not the mere touching of points at intersections.

“Crown spread.” (Reserved.)

“Cul-de-sac” means a local street, one end of which is closed and consists of a circular turn-around.

“Day care, large” means a facility that provides care for six or more children that are primarily present during daytime hours, and do not regularly stay overnight. Basic requirements for a large day care facility are: 1) Operator must comply with the standards of the state Fire Marshal relating to the subject of fire and life safety in large day care facilities; 2) The applicant shall be licensed by the State of South Dakota as a day care facility; 3) Applicant shall develop and distribute information to the day care clients stating the need not to disrupt the neighborhood when dropping off and picking up children; 4) Off-street parking shall be provided for employees of the day care facility; 5) Drop-off and pick-up areas are designated for clients.

“Day care, small” means a resident occupied dwelling that provides care for five or less children who do not reside in the dwelling, are present primarily during daytime hours, and do not regularly stay overnight. Basic requirements for a small day care facility are: 1) The caregiver must live in the residence and be the main care provider; 2) A fire extinguisher is provided onsite; 3) Smoke detectors are provided in appropriate areas. The building inspector performs an onsite inspection to insure the above items are provided; 4) Landowners within three hundred feet (300') are notified of the use by first class mail; and 5) Fee for small day care facilities is fifty dollars (\$50.00) to cover administrative and mailing costs.

“Delicatessen” means an establishment where food is sold for consumption off-premises and no counters or tables for on-premises consumption of food are provided, but excludes groceries and supermarkets.

“Demolition” means the complete or partial removal of buildings, structures, objects or sites, including appurtenances.

“Demolition by neglect” means improper maintenance or lack of maintenance of any resource which results in substantial deterioration of the resource and threatens its continued preservation.

“Developer” means any person who participates in any manner in the development of land.

“Development” means any human-made change to improved or unimproved real estate, including without limitation, building, repairing, replacing or expanding or enlarging but not maintaining a building or other structure or portion thereof, or mining, dredging, filling, grading, paving or excavation.

“Developmentally disabled person” means a person having cerebral palsy, multiple sclerosis, mental retardation, autism or epilepsy.

“Development permit” means any permit or authorization issued by the city as a prerequisite for undertaking any improvement to real property including, without limitation, building permits, planned unit developments, variances, height or conditional use permits and nonconforming permits.

District, Zoning. “Zoning district” means a section of the territory within the jurisdiction of the city for which uniform regulations governing the use of the land, the height, area, size and intensity of buildings is herein established.

“Drive-in restaurant” means a restaurant in which the patrons have the option of purchasing food or beverages from a window on the exterior of the building while seated in their vehicle, or where an order is taken by speakerphone, or where the patron dines in their automobile.

“Drive-in theater” means an outdoor theater for viewing movies, where individual speakers are provided to each automobile parking space, and the movie is normally viewed from within the automobile.

“Driver” means every person who drives or is in actual physical control of the steering, accelerating or braking controls of a vehicle or the rider of an animal. No person shall be deemed to be the driver or to drive because a vehicle is out of control except immediately following a collision not proximately caused by a traffic violation of such driver. A person dismounted from a bicycle, moped or motorcycle and pushing it on foot is a pedestrian, not a driver.

“Driveway” means that space or area of a lot that is specifically designated and reserved for the movement of motor vehicles within the lot or from the lot to a public street.

“Duplex” means a structure containing two dwelling units, each of which has direct access to the outside. All duplexes shall be required to install a water meter, if one has not been installed on the subject property.

“Dwelling” means a building or portion thereof, designed or used for residential occupancy. The term dwelling shall not be construed to mean motels, hotels, boarding houses, tourist homes or mobile homes except in a mobile home park.

Dwelling, Mobile Home. “Mobile home dwelling” means a single-family residential unit with all of the following characteristics:

- A. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, bath and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems;
- B. Designed to be transported after fabrication on its own wheels or on a flat bed or other trailer or detachable wheels;
- C. Arriving at the site where it is to be occupied as a dwelling complete, conventionally designed to include major appliances and furniture and ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports, connection to utilities, and the like; and
- D. Designed for removal to and installation or erection on other sites.

A mobile home may include two or more units, separately towable, which when joined together shall have the characteristics as described above. For the purpose of this title, a mobile home shall not be deemed a single-family dwelling. The placement of such on a permanent foundation shall not be construed as creating a dwelling unit as elsewhere defined.

Dwelling, Modular Unit. “Modular unit dwelling” means a factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure that will be a finished building in a fixed location on a permanent foundation. The term is intended to apply to major assemblies, and does not include prefabricated panels, trusses, plumbing trees and other prefabricated sub-elements incorporated into a structure at the site. For the purpose of this title, a modular unit shall be deemed a single-family dwelling and shall not be deemed a mobile home.

In addition, to be recognized as a factory-built home, the unit must meet or exceed all of the following construction and aesthetic standards set forth by the city planning and zoning commission:

- A. The construction must meet HUD, FHA, and local building codes;
- B. The unit must have a perimeter frame consisting of an approved material, either wood or steel I-beam, which is connected to the permanent foundation;
- C. The unit must be no less than twenty-four (24) feet in width;
- D. The unit must meet standard exterior appearance not to be less than that of the existing housing in any given residential area.

Owners of such units must provide the planning and zoning commission with proof that the unit in question can meet these standards.

Dwelling Unit, Single-Family. “Single-family dwelling unit” means a detached residential dwelling unit other than a mobile home, containing only one dwelling unit and not occupied by more than one family and not used for carrying on any commercial or business activity including providing housing for transient persons.

Dwelling Unit, Multiple-Family. “Multiple-family dwelling unit” means a dwelling containing three or more attached dwelling units, not including motels, boarding houses, tourist homes or mobile homes.

“Easement” means the authorization by a property owner of the use by another and for a specified purpose of any designated part of that owner’s property.

“Efficiency living unit” means a dwelling unit that contains a bathroom and kitchen and does not exceed a maximum floor area of four hundred (400) square feet.

“Engineer” means a professional who is registered with the State Engineering and Architectural Department as a professional engineer.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice and/or gravity.

“Essential municipal or public utility services” means distribution, collection, communication, supply or disposal systems, including without limitation, poles, wires, transformers, disconnects, regulators, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories that are reasonably necessary for public utilities for the city to furnish adequate service or for the public health, safety, or welfare.

“Excavation” means the removal of surface vegetation or the excavation of more than ten (10) cubic yards of soil in a one-year period.

“Expansion or enlargement of a structure” means any addition of an exterior wall to the structure or any addition to the floor area of the structure, whether under, at, or above grade, and whether or not the external dimensions of the structure are changed.

“Expansion to an existing manufactured home park or manufactured home subdivision” means the preparation of additional sites by the construction of facilities for servicing manufactured homes, including without limitation, installation of utilities, final site grading, pouring of concrete pads or construction of streets.

“Exterior features” means and includes, but is not limited to, the color, kind and texture of building materials and the type and style of windows, doors and appurtenances.

“Extractive industry” means an industry that removes natural resources, including without limitation, precious metals, oil, gas, coal, sand and gravel.

“Facilities” means all structures and equipment and all uses of land that are made in conjunction with or that are related or incidental to the construction, installation, or use of the structures and equipment necessary to contain and control storm water including, without limitation, conduits, channels, bridges, pipes and detention ponds.

“Factory-built home” means the same as “Dwelling, modular unit.”

“Family” means one or more persons occupying a premises and living together as a single housekeeping unit, subject to a limit of not more than three persons eighteen (18) years of age or over who are not related by blood, marriage or legal adoption.

“Fence” means a freestanding structure of metal, masonry, wood or any combination thereof resting on, or partially buried in the ground and rising above ground level, and used for confinement, screening or partition purposes.

“Festival” means any fair, festival or similar activity where patrons are charged admission or other fees for the privilege of watching or participating in entertainment, including, but not limited to, music shows concerts and revivals.

“Floor area” means the total square footage of all levels included within the outside walls, as measured from the exterior face of the exterior walls of a building or portion thereof, but excluding courts and uninhabitable areas below the first floor level.

“Floor area ratio (FAR)” means the ratio of the floor area of a building to the area of the lot on which the building is situated.

“Food” means any raw, cooked or processed edible substance, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

Foundation, Permanent. “Permanent foundation” means a support structure for a building, wall or fence which is capable of supporting the weight, extends to below frost depth, is capable of resistance to wind uplift of the highest recorded winds in the area and includes but is not necessarily limited to, concrete caisson/grade beam, caissons and spread footer types.

Frontage, Building. “Building frontage” means the horizontal, linear dimension of that side of a building that abuts a street, a parking area, a mall or other circulation area open to the general public and that has either a main window display of the enterprise or a public entrance to the building; in industrial zone districts, a building side with an entrance open to employees is a building frontage; where more than one use occupies a building, each such use having a public entrance or main window display for its exclusive use is considered to have its own building frontage, which is the front width of the building occupied by that use.

Frontage, Street. “Street frontage” means the linear frontage of a lot or parcel abutting a private or public street that provides principal access to or visibility of the premises.

“Funeral chapel” means a building used primarily for human funeral services.

“Funeral home” means a building or part thereof used for human funeral services. Such building may contain space and facilities for:

- A. Embalming and the performance of other services used in the preparation of the dead for burial;
- B. The performance of autopsies and other surgical procedures;
- C. The storage of caskets, funeral urns and other related funeral supplies; and
- D. The storage of funeral vehicles, but shall not include facilities for cremation.

For the purpose of this title, where a funeral home is permitted, a funeral chapel shall also be permitted.

“Gaming establishment” means an establishment so licensed for gaming activity under the laws of the state of South Dakota.

“Garage” means an accessory building or part of a principal building used only for the storage of passenger vehicles in operating condition as an accessory use and having no provision for repairing or servicing such vehicles for profit.

Garage, Private. “Private garage” means an enclosed, detached or semi-detached building used principally for the shelter of motor vehicles which are owned by persons occupying the dwelling unit which the garage is intended to serve.

Garage, Storage. “Storage garage” means an enclosed building for the storage and care of personal property on a commercial basis.

“Garbage” means putrescent animal or vegetable waste resulting from the preparation, cooking and serving of food or the storage or sale of product.

“Garbage container” means a metal or other nonabsorbent container, which shall be equipped with a tightly-fitting metal or nonabsorbent lid, or sealed plastic garbage bags, but does not include incinerators or ash pits.

“Gasoline service station” means premises on which the principal use is the retail sale of gasoline, oil or other motor vehicle fuel, which may include, as an accessory use only, facilities for polishing, greasing, washing, or otherwise cleaning, servicing, or repairing motor vehicles, but does not include liquefied petroleum gas distribution facilities.

“General circulation” means delivered to a substantial number of residences in the city and also otherwise made available for purchase or distribution.

“Governing body” means the city commission.

“Governmental facility” means a municipal, county, state or federal structure, building or use.

“Grade” means the average elevation of the finished ground level at the center of all walls of a building. When walls are parallel to and within five feet of a sidewalk, “grade” means the sidewalk level.

“Group care facility” means a facility providing custodial care and treatment in a protective living environment for persons residing voluntarily or by court placement, including without limitation, correctional and post-correctional facilities, drug or alcohol abuse centers, juvenile detention facilities and temporary custody facilities.

“Group home for the developmentally disabled” means a state-licensed facility for the exclusive use of eight or fewer developmentally disabled persons.

“Habitable room” means a room or enclosed floor space used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, toilet compartments, closets, halls and storage places.

“Height of building” means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of an mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following; whichever yields a greater height of building:

- A. The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten (10) feet above lowest grade;
- B. An elevation ten (10) feet higher than the lowest grade when the sidewalk or ground

surface described in subsection 1 of this definition is more than ten (10) feet above lowest grade;

- C. The height of a stepped or terraced building is the maximum height of any segment of the building;
- D. The city planner may approve additions of appurtenances to buildings causing a building height to exceed the allowed height if the following standards are met:
 - 1. A functional need is established;
 - 2. The functional need cannot be met with an appurtenance less than thirty-five (35) feet in height above the ground; and
 - 3. Visible material and colors are compatible with the building to which the appurtenance is attached;
- E. No appurtenance may have useable floor area except for mechanical equipment installations; have more than twenty-five (25) percent coverage of the roof area of the building; or be more than sixteen (16) feet in height;
- F. All mechanical equipment shall be screened from view, regardless of the height of the building, unless in the opinion of the city planner, such screening conflicts with the function of the mechanical equipment. Screening shall be an integral part of the building design.

“Historic district commission” means the Deadwood historic district commission established by virtue of SDCL 1-19B-38, pursuant to Ordinance No. 777.

“Historic preservation commission” means the Deadwood historic district commission established by virtue of SDCL 1-19B-2, pursuant to Resolution 1987-10.

“Historical resource” means a building, structure, site, or object fifty (50) years of age or older related to the community’s history, architecture, archeology, engineering and/or culture.

“Home occupation” means a business, occupation or trade conducted entirely within a residential building or accessory structure for gain or support by a resident of the dwelling, and no other, which:

- A. Is clearly incidental and secondary to the residential use of the building;
- B. Does not change the essential character of the use;
- C. Employs no more than one person who is a nonresident of the building;
- D. Operates pursuant to a valid occupational license for the use held by the resident of the dwelling unit;
- E. Is confined to no more than twenty-five (25) percent of the total floor area of the dwelling;
- F. Does not advertise, display or otherwise indicate the presence of the home occupation on the premises other than provided by the city’s sign ordinance (codified in Chapter 15.32 of this code) and any other amendments thereto;
- G. Does not store outside of the dwelling any equipment or materials used in the home occupation; and
- H. Provides off-street parking to accommodate the needs of the home occupation.

“Hospital” means any building or portion thereof licensed as a hospital by the South Dakota Department of Health and used for diagnosis, treatment, surgery, and care of human ailments, including the usual and customary accessory uses and ancillary offices of a hospital.

“Hostel” means a facility for resident of under one month that provides simple dormitory or sleeping rooms and common rooms for cooking, meeting, recreational and educational use; that is chartered or approved by the International Hostel Federation or its national or regional affiliates, or similar organizations; and that is supervised by resident house-parents or managers who direct the guests’ participation in the domestic duties and activities of the hostel.

“Hotel room, motel room or other accommodation” means any room or other accommodation in any hotel, apartment-hotel, motel, guest house, trailer court or any such similar place to any person who for a consideration uses, possesses or has the right to use or possess such room or other accommodation for a total continuous duration of less than one month.

“House museum” means an organized and permanent nonprofit and for-profit institutions, essentially educational or aesthetic in purpose, with professional staff, which owns and utilizes tangible objects, cares for them, and exhibits them to the public on some regular schedule.

Activities and services, standard to augment the house proper include an orientation area where visitors are introduced to the house and where they pay a fee, buy a ticket or turn in tickets purchased in another location. Traditionally, such facilities also include space for public coat storage, offices, artifact storage, conservation and exhibit preparation, volunteer facilities, archives, maintenance storage, and museum shop storage/support, rental of the facility and site.

Illumination, Direct. “Direct illumination” means lighting by means of an unshielded light source, including neon tubing, which is effectively visible as part of the sign, where light travels directly from the source to the viewer’s eye.

Illumination, Indirect. “Indirect illumination” means lighting of the surface by light source that is directed at the reflecting surface in such a way as to illuminate the sign from the front or a light source that is primarily designed to illuminate the entire building facade on which a sign is displayed, but does not include lighting that is primarily used for purposes other than sign illuminating, including without limitation, parking lot lights or lights inside a building that may silhouette a window sign but that are not primarily installed to serve as inside illumination of a sign.

Illumination, Internal. “Internal illumination” means lighting by means of a light source that is within a sign having a translucent background and silhouettes opaque letters or designs or that is within letters or designs that are themselves made of translucent material. This term shall also extend to and include opaque letters or designs set out from a building or sign face and lit by illumination from behind the letters.

“Impervious surface” means those surfaces which generally do not absorb water. For the purposes of this title, they consist of buildings, parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt.

“Improvements” means street grading and surfacing, curbs and gutters, sidewalks, water mains and lines, sanitary and storm sewers, culvert, bridges and other related utilities.

“Indoor amusement establishment” means a commercial operation open to the public without membership requirements, including without limitation, bowling alleys, indoor arcades, movie theaters, pool halls and skating rinks.

“Intersection” means the area embraced within the prolongation or connection of the lateral curblines of two streets that join one another at, or approximately at, right angles or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict, whether or not one such street crosses the other, but the term does not include the junction of any alley with a street. If a street includes two roadways thirty (30) feet or more apart, every crossing of each roadway of such divided street by an intersecting street is a separate intersection. If such intersecting street also includes two roadways thirty (30) feet or more apart, every crossing of such streets is a separate intersection. The farthest applicable points shall be used when measuring.

“Junk” means any manufactured goods, appliance, fixture, furniture, machinery, motor vehicle or trailer that is abandoned, demolished, discarded, dismantled, or so worn, deteriorated, or in such a condition as to be generally unusable in its existing state, including without limitation, scrap metal, scrap material, waste, bottles, tin cans, paper, rubble, boxes, crates, rags, used lumber, building materials, motor vehicles and machinery parts, and used tires.

“Junk yard” means a building, structure, or parcel of land or portion thereof, used for the collection, storage, dismantling, salvaging, demolition or sale of junk on the premises for more than one week, but excludes such uses within enclosed buildings.

“Landmark” means a building, structure, object or site so designated by the historic preservation commission, or declared by the South Dakota Historical Preservation Center to be a contributing feature to a local, state or nationally registered historic district.

“Landscaped area” means any land set apart for planting grass, shrubs, trees or similar living materials, including without limitation, land in an arcade, plaza or pedestrian area, and of which fences and walls may be a part.

“Landscaping.” (Reserved.)

“Land surveying” means the locating, establishing or relocating of any land boundary line or the locating of any United States government, state, county, township, municipal or other governmental land survey lines of any public highway, street or road.

Land Surveyor, Registered. “Registered land surveyor” means any land surveyor registered in good standing and legally authorized to practice land surveying.

“Legal description” means a description of real property by lots, blocks, subdivision, or metes and bounds, but excludes an assessors tract number.

“Light source” means neon, fluorescent, or similar tube lighting, an incandescent bulb, including the light-producing elements therein, and any reflecting surface that, by reason of its construction or placement, becomes the light source.

"Lodging establishment" means any building or other structure and property or premises kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are furnished for pay to two or more transient guests. The term includes hotels, motels, cabins, bed and breakfast establishments, speciality resorts, lodges, vacation home establishments, dude ranches, and resorts.

“Lot area” means the total horizontal area included within the lot lines of a lot.

Lot, Building. “Building lot” means a parcel of land, including without limitation, a portion of a platted subdivision, that is occupied or intended to be occupied by a building or use and its accessory buildings and uses, together with the yards required under the provisions of this code; that has not less than the minimum area, usable open space, building area and off-street parking spaces required by this code for a lot in the district in which such land is situated; that is an integral unit of land held under unified ownership in fee or co-tenancy or under legal control tantamount to such ownership; and that is precisely identified by a legal description.

Lot, Corner. “Corner lot” means a lot situated at the junction of and abutting on two or more intersecting streets.

“Lot coverage” means the part or percent of the lot occupied by buildings or structures, including accessory buildings or structures.

“Lot depth” means the average horizontal distance between the front lot line and the rear lot line of a lot.

“Lot interior” means any lot, including a through lot, other than a corner lot.

Lot Line, Front. “Front lot line” means a street line which forms the boundary of a lot or in the case where a lot does not abut a street other than by its driveway, or is a through lot, that lot line which faces the principal entrance of or approach to the main building. On a corner lot, the shorter street line shall be deemed to be the front lot line, regardless of the location of the principal entrance or approach to the main building.

“Lot of record” means a lot, if part of a subdivision, the plat of which has been recorded in the office of the register of deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the register of deeds of Lawrence County, South Dakota.

Lot, Platted. “Platted lot” means a lot that has been subdivided pursuant to a legal subdivision approval process and is precisely identified by reference to a block and lot.

Lot, Through. “Through lot” means an interior lot but not a corner lot, abutting two or more public streets, but not including an alley.

“Lot width” means the distance between side lot lines measured at the front building line.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement), except that an unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title.

“Maintenance” means the replacing, repairing or repainting of a portion of a sign structure, periodic changing of bulletin board panels or renaming of copy that has been made unusable by ordinary wear and tear, by nature or by accident.

“Mobile home park” means a tract of land of a minimum area of forty thousand (40,000) square feet, wherein, mobile homes as defined are intended to be placed, located and maintained for occupancy and includes accessory buildings and improvements. The term “mobile home park” does not include sales lots on which unoccupied mobile homes, whether new or used, are parked for the purposes of inspection and sales.

“Mobile home space” means a plot of ground within a mobile home park designed for the accommodation of one mobile home and its accessory structures.

“Motor vehicle” means any self-propelled vehicle other than a moped.

“New construction” means a structure or portion thereof for which the start of construction occurred on or after January 1, 1989.

“Nonconforming building” means any building that does not conform to the requirements of this title, unless the nonconformity was approved as part of a planned unit development, as a second principal building on a lot, or as a variance.

“Nonconforming lot” means any lot that does not conform to the minimum lot area or frontage upon a required public street, unless the nonconformity was approved as part of a planned unit development.

“Nonconforming use” means a building, structure or use of land existing at the time of the enactment of the ordinance codified in this title which does not conform to the use regulations of the district in which it is located.

“Notice” or “legal notice” means any requirement for informing a person or persons, a segment of the public, or the public generally. A notice required to be published may be published in any newspaper of general circulation unless otherwise required by this code or an ordinance of the city.

“Nursing home” means any institution or facility defined as such for licensing purposes under South Dakota law or pursuant to the rules and regulations for nursing homes and homes for the aged by the State Department of Health, whether proprietary or nonprofit, including, but not limited to nursing homes owned or administered by the federal or state government or an agency or political subdivision thereof.

“Object” means a thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

“Occupant” means any person living in, sleeping, possessing, or otherwise using any land, building, or part thereof.

“Office” means the principal use of a room(s) for the conduct of business by persons, including without limitation, accountants, architects, attorneys, consultants, engineers, insurance salespeople, investment consultants, real estate brokers or therapists, where there is no display of merchandise and the storage and sale of merchandise is clearly incidental to the service provided, but excluding medical or dental clinics or offices.

Office, Accessory. “Accessory office” means an office subordinate to, a necessary part of and in the same building with the principal business, commercial or industrial use, including without limitation, administrative, record-keeping, drafting and research and development offices.

“Ordinance” as used in this title means a permanent legislative act of the governing body of a municipality within the limits of its power.

“Owner” means a person, as defined by this code, who, alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, executor, or trustee) has legal or equitable title to any property in question.

“Parcel” means the area within the boundary lines of a development.

“Parking lot” means an area, not within a building or other structure, where motor vehicles may be stored for the purpose of temporary, daily or overnight off-street parking. A parking lot shall include a motor vehicle display lot and a commercial parking lot.

“Party to a hearing” means any interested person who requests a hearing, appears at a hearing or submits a written entry of appearance at or before a hearing.

“Pawnbrokers” means any person who loans money on deposit or pledge of personal property or other thing of value or who deals in the purchasing of personal property or other thing of value on condition of selling the same back again at a stipulated price, or who loans money secured by chattel mortgage on personal property and takes possession of the property so mortgaged, or any part thereof.

“Person” means a firm, association, organization or corporation as well as an individual.

“Personal service outlet” means an establishment that provides personal services for the convenience of the neighborhood, including without limitation, barber and beauty shops, shoe repair shops, self-service laundries, travel agencies, photographic studios and automatic teller machines.

“Place or event open to the public” means any place or event, the admission or access to which is open to members of the public upon payment of a charge or fee. This term includes without limitation, the following places and events when a charge or fee for admission to such places and events is imposed upon members of the public:

- A. Any performance of a motion picture, stage show, play, concert, or other manifestation of the performing arts;
- B. Any sporting or athletic contest, exhibition or event whether amateur or professional;
- C. Any lecture, rally, speech or dissertation;
- D. Any showing, display or exhibition of any type, such as an art exhibition; and
- E. Any restaurant, tavern, lounge, bar or club, whether the admission is called a “cover charge,” “door charge,” or any other such term.

“Planning commission” means the city planning and zoning commission.

“Planting season.” (Reserved.)

“Plat” means a map or chart indicating the subdivision or resubdivision of land intended to be filed for record. Other forms include sketch plat, preliminary plat, final plat and replat.

“Possessor of real property” means a person not the owner of the property but who is responsible as lessee, caretaker or otherwise for its care and upkeep and is in control of the property.

“Preliminary construction acceptance” means the city’s acceptance of the developer’s or subdivider’s construction, installation and testing of public improvements and appurtenances thereto as conforming with city standards and defines the date on which the warranty period on such improvements commences.

“Premises” means only that property over which the owner or keeper has full possession and control. The unenclosed property of a condominium or townhouse or the common passageway, parking facility or unenclosed common yard of an apartment building or shopping center are not premises of an owner or keeper.

Principal Building. See “Building, principal.”

“Principal use” means the main use of land as distinguished from an accessory or subordinate use.

“Project approval” means a signed and dated document evidencing the approval of the historic preservation commission for work proposed by an applicant. The period for which such approvals are valid may be limited by the issuing commission.

“Property” means real, tangible and intangible personal property.

“Public entrance” means an entrance to a building or premises that is customarily used or intended for use by the general public. Examples of private entrances not intended for use by the general public are fire exits, special employee entrances and loading dock entrances.

“Public hearing,” unless otherwise specifically redefined, means a public hearing pursuant to a notice published, in an official newspaper of the city, at least ten (10) days prior to the date of such hearing which notice shall specify the general purpose, time and place of such hearing. Any such hearing, after publication may be continued, recessed or adjourned from time to time without any further publication or notice thereof.

“Public utility” means any person, firm, corporation, municipal department or board duly authorized to furnish and maintain installations for the supply of electricity, oil, gas, communications, transportation and water.

“Public way” means any street, alley, boulevard, parkway, highway, sidewalk or other public thoroughfare.

“Real property, premises, real estate or lands” means lands, tenements and hereditaments.

Rear Yard. See “Yard, rear.”

“Recycling center” means an enclosed building used for storing junk and unenclosed premises on which junk is stored for one week or less.

“Rental property” means all dwellings, dwelling units and rooming units located within the city and rented or leased for any valuable consideration, but the term excludes dwellings owned by the federal government or the state of South Dakota or any of their agencies or political subdivisions and facilities licensed by the state of South Dakota as health care facilities.

“Residential care facility” means a facility providing social services in a protective living environment for adults or children, including without limitation, group foster care homes; shelters for abused children or adults; nursing homes, intermediate care facilities; or residential care facilities licensed by the South Dakota Department of Health.

“Residential structure” means any structure that is used for the temporary or permanent residence of persons, including without limitation, a dwelling, a boarding house, a hotel, a motel and similar structures.

“Resolution,” as used in this title, means any determination, decision or direction of the governing body of a municipality of a special or temporary character for the purpose of initiating, effecting or carrying out its administrative duties and functions, under the laws and ordinances governing the municipality.

“Resource” means “Historical resource”.

“Restaurant” means an establishment provided with special space, sanitary kitchen, dining room equipment and persons to prepare, cook and serve, in consideration of payment, meals and drinks to guests.

“Roadway” means that portion of a street from curb to curb improved, designed or ordinarily used for vehicular travel. If a street includes two or more separate roadways, “roadway” refers to any such roadway separately, but not to all such roadways collectively.

“Roof” means the cover of any building, including the eaves and similar projections.

“Roof line” means the highest point on any building where an exterior wall encloses usable floor space (including roof areas for housing mechanical equipment) and the highest point on any parapet wall.

“Rooming house” means any building other than a hotel, cafe or restaurant where, for direct or indirect compensation, lodging, with or without kitchen facilities or meals, is provided for generally one month or more, for three or more roomers not related to the head of the household by marriage, adoption or blood, up to the second degree of consanguinity.

“Rooming unit” means a type of housing accommodation that consists of a room or group of rooms for a roomer, arranged primarily for sleeping and study, and that may include a private bath but does not include a sink or any cooking device.

“Rubble” means large brush, wood, large cardboard boxes or part thereof, large or heavy yard trimmings, discarded fence posts, crates, vehicle tires, junked motor vehicle bodies or part thereof, scrap metal, bed springs, water heaters, discarded furniture, and all other household goods or items, demolition materials, used lumber and other discarded or stored objects three feet or more in length, width, or breadth.

School, Elementary, Junior and Senior High. “Elementary, junior and senior high school” means any public or private school for any grades between first and twelfth which satisfies state compulsory education requirements.

“Service garage” means a building in which the principal use is performing major repairs to and the servicing of motor vehicles.

“Setback” means the minimum distance in linear feet measured on a horizontal plane between the outer perimeter of a structure and each of its lot lines. Where a building is to be erected on multiple platted lots, setbacks shall be measured from the boundaries of the parcel which shall be made up of the multiple lots considered as a whole.

“Shrub.” (Reserved.)

"Short-Term Rentals" means commercial use of a property for remuneration as defined under "Bed and Breakfast establishment", "Specialty resort", and "Vacation Home establishment" as defined in this Title.

“Sidewalk” means that portion of the sidewalk area paved or otherwise improved, designed or ordinarily used for pedestrians and every such walk parallel and adjacent to a roadway.

“Sidewalk area” means the area between the curb of a street and the adjacent property lines.

“Sign” means any writing, pictorial representation, decoration (including any material used to differentiate sign copy from its background), form, emblem, trademark, flag or banner or any other figure of similar character that:

- A. Is a structure or any part thereof (including the roof or wall of a building); or
- B. Is written, printed, projected, painted, constructed or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, or vehicle or upon any material, object or device whatsoever; and
- C. By reason of its form, color, wording, symbol, design, illumination or motion, attracts or is designed to attract attention to the subject thereof or is used as a means of identification, advertisement or announcement. 17.08.010

Single-Family Dwelling. See “Dwelling, single-family.”

“Site” means a place where something was, is, or is to be located.

“Site plan” means a required submission, which is a detailed engineering drawing of the proposed improvements required in the development of a given lot.

“Solar Access, Obstruction Protected by Permit.” (Reserved.)

“Solar Collector.” (Reserved.)

“Solar Energy System.” (Reserved.)

“Solar Fence.” (Reserved.)

“Solar Noon.” (Reserved.)

“Sound condition and good repair” means freedom from defects that would endanger the health, safety and welfare of the occupants of the structure.

“Special population” means persons over the age of sixty (60), disabled persons, single parents, or the homeless.

"Specialty resort" ~~means as defined and permitted by the State of South Dakota.~~ means any bed and breakfast establishment (except a bed and breakfast establishment as defined in this Title), lodge, dude ranch, resort, building or buildings used to provide accommodations or recreation for a charge to the public, with no more than ten rental units for up to an average of twenty guests per night and in which meals are provided to only guests staying at the specialty resort as defined and permitted by the State of South Dakota and this Title.

"Stairway" means all stairwells and includes stair stringers, risers, treads, handrails, banisters and vertical and horizontal support.

"Start of construction" means and includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

"State highway" means a street designated as part of the state highway system. Designation of the street as a state highway on any map published by the state or the city or marked as such by signs is prima facie evidence of such designation.

"Storm water" means any flow occurring during or following any form of normal precipitation and resulting therefrom.

"Street" means the entire width between the property boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel and includes without limitation, alleys, or the entire width of every way declared to be a public highway by any law.

"Subdivider" means any person who participates in any manner in the dividing of land for the purpose, immediate or future, of sale or building development.

"Subdivision" means the division of a lot, tract or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale or building development for residential, industrial, commercial or other use, but the term excludes any transaction that is exempt from subdivision regulation under the subdivision ordinance.

"Substantial improvement" means any repair, reconstruction or improvement of any structural element of a structure the cost of which, when added to the cumulative cost of such prior repairs, reconstructions and improvements equal or exceed fifty (50) percent of the market value of the structure in constant dollars either:

- A. Before the improvement or repair is started; or
- B. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this title, "substantial improvement" begins when the first alteration of any structural wall, ceiling, floor or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the

structure, and all such repairs, reconstructions, and improvements since the date of adoption of the ordinance codified in this title are aggregated. The term does not include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications that are necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places or designated a local landmark or a contributing building in a local, state or national historic district.

“Tavern” means an establishment serving malt and vinous liquids for retail consumption on the premises.

“Temporary housing” means any mobile home, camper or other structure used for human shelter that is designed to be transportable and is not attached to the ground, to another structure, or to any utilities system.

“Tenant.” See “Occupant.”

“Townhouse” means a multi-unit dwelling in which the ownership of each dwelling unit consists of a separate fee simple estate on an individually platted lot, together with an undivided fee simple interest in the common elements, if any.

“Townhouse unit” means that part of a townhouse constituting a single dwelling unit.

“Traffic” means pedestrians, ridden or herded animals, and vehicles, either singly or together, while using any street for purposes of travel.

“Traffic control sign” means a sign on, above or adjacent to a street placed by a public authority to regulate, warn or guide traffic.

“Traffic control signal” means a device on, above or adjacent to a street placed by a public authority by which traffic is alternately directed to proceed and stop by means of the display of colored lights or symbols.

“Transaction” means any contract; any sale or lease of any interest in land, material, supplies or services; or any granting of development right, license, permit or application.

“Transient guest” means any person who resides in a lodging establishment less than four consecutive calendar weeks.

“Travel trailer” means a portable structure, mounted on wheels and designed to be towed by a motor vehicle, which contains cooking or sleeping facilities to provide temporary living quarters for recreational camping or travel.

“Tree.” (Reserved.)

"Undertaking" or "project" means any demolition of any building or structure or historic resource and any other action or contemplated action which requires a permit under any ordinance adopted by the city including the Building Code, as adopted and/or amended, by the city commission.

Use, Conditional. "Conditional use" means a use not allowed within a given district unless certain conditions are met. The conditional use must be a use which is desirable to the zone itself. The city may require substantial conditions to be met by the use to mitigate negative impacts. Example: private nursery school in a residential area. The use is desirable within the district, but the nature of the use is such that special precautions need to be taken to protect neighbors from undue traffic, noise and inconvenience.

"Use-by-right" means a use which is permitted in a given zoning district without having to show need or having specific conditions imposed to be allowed.

"Vacation home establishment" means any home, cabin, or similar building that is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for more than 14 days in a calendar year and is not occupied by an owner or manager during the time of rental as defined and permitted by the State of South Dakota and this Title. This term does not include a bed and breakfast establishment as defined in this Title.

"Valet parking" means a parking arrangement where an employee of a hotel/motel or public facility performs a service for the customers in which such employee parks the vehicle and returns it from a designated area.

Applicants requesting valet parking shall provide the legal description of the proposed site. The area being proposed must be site specific. The applicant shall provide a parking layout and a written statement addressing how the valet parking will be managed.

"Vehicle" means any device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks, but the term excludes devices used exclusively upon stationary rails or tracks.

"Watercourse" means a portion of the floodway area functioning as a natural or improved channel carrying flows not constituting a flood, a stream, a creek, a pond, a slough, a gulch, an arroyo, a reservoir or a lake. The term, includes without limitation, established natural and human-made drainage ways for carrying storm run-off but does not include irrigation ditches.

"Wetlands" means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

"Wind energy conversion system" means any machine that converts wind to another form of energy.

“Yard” means an open space between a building and the adjoining lot lines unoccupied and unobstructed by structures except for open steps and terraces and architectural appurtenances. A yard shall be measured as the shortest horizontal distance from the building to the adjacent lot line. This definition shall be construed to exclude parking in the setback areas in districts zoned R1 residential district and R2 multi-family residential district. Yards are normally classified as front yards, rear yards and side yards (see “Setback.”)

Yard, Front. “Front yard” means an open, unoccupied space on the same building site with a main building, extending the full width of the building site and situated between the street line and the front line on the building projected to the side lines of the building site. The depth of the front yard shall be measured between the front line of the building and the street line (see “Setback.”)

Yard, Rear. “Rear yard” means an open, unoccupied space on the same building site and situated between the rear line of the building site and the rear line of the building projected to the side lines of the building site. The depth of the rear yard shall be measured between the rear line of the building site and the rear line of the building (see “Setback.”)

Yard, Side. “Side yard” means an open, unoccupied space on the same building site with a main building, situated between the side line of the building and the adjacent side line of the building site and extending from the rear line of the front yard to the front line of the rear yard; if no front yard is provided, the front boundary of the side yard shall be the front line of the building site, and if no rear yard is provided, the rear boundary of the side yard shall be the rear line of the building site (see “Setback.”)

“Zoning administrator” means the person designated by the city commission to administer and enforce the provisions of this title.

“Zoning district” means an area(s) specifically designated within the limits of the city for which the regulations and requirements governing use, lot and size of building and premises are set forth.

“Zoning lot” means:

- A. A tract of land, either unsubdivided or consisting of two or more lots of record contiguous for a minimum of ten (10) feet, located within a singular block, which at the time of filing for a permit, is declared to be a tract of land to be treated as one zoning lot for the purposes of this title;
- B. A zoning lot, therefore, may or may not coincide with a lot as shown on the official city map, or on any recorded subdivision plat or deed;
- C. A zoning lot may be subdivided into two or more zoning lots, provided that all resulting zoning lots and all buildings thereon shall comply with all of the applicable provisions of this title;
- D. Where several contiguous lots are in single ownership, they may be lumped together and treated as a zoning lot for the purposes of the floor area ratio computation.

“Zoning map” means the zoning district map of the city, adopted as a part of this zoning title, as amended from time to time as provided herein.

(Ord. 1316, 2020; Ord. 1289, 2019; Ord. 1035 (part), 2005; Ord. 1026 (part), 2004; Ord. 1003, 2003; Ord. 952 (part), 1999; Ord. 940, 1998; Ord. 930 (part), 1997; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 1.7, 1992)

SECTION 2: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 21, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1368**

**AMEND CHAPTER 17.32 C1 COMMERCIAL DISTRICT UNDER TITLE 17
ZONING**

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** “17.32.030 Conditional Uses” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.32.030 Conditional Uses

The following uses, or any use which the planning commission considers comparable to another use which is directly listed under this section, may be permitted in the C1 commercial district under the provisions of Chapter 17.76, Conditional Uses.

- A. Adult education facility;
- B. Auto parking lots (commercial);
- C. Auto service station and garage;
- D. Bed and breakfast;
- E. Bus, train and airline terminals;
- F. Condominiums;
- G. Day care centers;
- H. Dry cleaning;
- I. Duplexes;
- J. Dwelling, single-family;
- K. Dwelling unit, multiple-family;
- L. Efficiency living unit;
- M. Electrical distribution lines - underground (k.v. or less);
- N. Equipment rental;
- O. Fire and police stations;
- P. Gas distribution lines;
- Q. Gas regulator stations;
- R. Gas transmission lines;
- S. Governmental offices;
- T. Home occupations;
- U. Laundry;
- V. Massage therapy office, city license required;
- W. Mortuaries;

- X. Schools, vocational-technical;
- Y. Sewer collection lines;
- Z. Sewer lift stations;
- AA. Specialty Resort Establishment;
- AB. Tattoo business, state license required;
- AC. Telephone lines;
- AD. Television cables - only below ground;
- AE. Utility offices;
- AF. Vacation Home Establishment;
- AG. Valet parking;
- AH. Water pumping stations;
- AI. Water storage tanks - above ground either wholly or partially; and
- AJ. Water storage tanks - in ground.

(Ord. 952 (part), 1999; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 3.5.2, 1992)

SECTION 2: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 21, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1369**

**AMEND CHAPTER 17.40 CH COMMERCIAL HIGHWAY UNDER TITLE 17
ZONING**

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** “17.40.030 Conditional Uses” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.40.030 Conditional Uses

The following uses, or any use which the planning commission considers comparable to another use which is directly listed under this section, may be permitted in the CH commercial highway district under the provisions of Chapter 17.76, Conditional Uses.

- A. Animal hospital for large animals;
- B. Animal hospital for small animals;
- C. Bed and breakfast;
- D. Building materials supply;
- E. Bus, train and airline terminals;
- F. Camping areas;
- G. Churches and related uses;
- H. Condominium(s);
- I. Day care centers;
- J. Duplexes;
- K. Dry cleaning;
- L. Dwelling unit, multiple-family;
- M. Dwelling unit, single-family;
- N. Efficiency living unit;
- O. Electrical distribution lines - underground (k.v. or less)
- P. Electrical, heating, painting, plumbing, roofing and ventilating shops and service;
- Q. Equipment rental;
- R. Fire and police stations;
- S. Gas distribution lines;
- T. Gas regulator stations;
- U. Gas transmission lines;
- V. Governmental offices;
- W. Group care facility;

- X. Group home for developmentally disabled;
- Y. Home occupations;
- Z. Homes for the aged;
- AA. Hospitals;
- AB. Hostel;
- AC. Laundry;
- AD. Machine shops;
- AE. Massage therapy office, city license required;
- AF. Mortuaries;
- AG. Nursing homes;
- AH. Residential care facility;
- AI. Sanitariums, mental institutions;
- AJ. Sewer collection lines;
- AK. Sewer lift stations;
- AL. Specialty Resort Establishment;
- AM. Tattoo business, state license required;
- AN. Telephone lines;
- AO. Television cables - only below ground;
- AP. Utility offices;
- AQ. Vacation Home Establishment;
- AR. Valet parking;
- AS. Warehouse (storing of goods connected with an industrial operation - “No Hazardous Materials”);
- AT. Water pumping stations;
- AU. Water storage tanks - above ground either wholly or partially; and
- AV. Water storage tanks - in ground.

(Ord. 1026 (part), 2004; Ord. 952 (part), 1999; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 3.7.2, 1992)

SECTION 2: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from May 21, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1370**

**AMEND CHAPTER 17.53 TRANSIENT COMMERCIAL USE OF RESIDENTIAL
PROPERTY UNDER TITLE 17 ZONING**

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** “17.53.010 Purpose” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.010 Purpose

The purpose of this chapter is to:

- A. ~~Preserve and enhance the character of the residential districts.~~ Preserve the historic character and protect the City of Deadwood's local, state and national historic districts and resources including the Deadwood National Historic Landmark District.
- B. ~~Promote the public health, safety, and general welfare of the city.~~ Protect the community-oriented, family friendly quality and values of the neighborhoods within Deadwood.
- C. ~~Expressly prohibit transient commercial use of residential property for remuneration, which uses are inharmonious with and injurious to the preservation of the residential character and environment of the city.~~ Balance the rights of property owners and neighbors.
- D. Retain a strong housing stock available for families, full-time residents, and the local workforce.
- E. Support a balance between owner-occupied / long-term rentals and the tourism-oriented industry which fuels Deadwood's economy.
- F. Grow the community to provide a variety of housing options while ensuring the infrastructure needs of Deadwood are maintained.

(Ord. 1022 (part), 2004)

SECTION 2: **AMENDMENT** “17.53.020 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.020 Definitions

- A. Except as otherwise defined or where the context otherwise indicates, the following defined words shall have the following meaning:

"Bed and Breakfast establishment" is defined under Chapter 17.08.010.

"Person" means an individual, a group of individuals, or an association, firm, partnership, corporation or other entity, public or private.

"Remuneration" means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession, or use of real property.

"Residential property" means any single-family dwelling unit or structure located on one or more contiguous lots of record within the R-1 residential district and R-2 multi-family residential district.

"Short-Term Rentals" is defined under Chapter 17.08.010.

"Specialty resort" is defined under Chapter 17.08.010.

"Transient" means a period of time less than thirty (30) consecutive calendar days.

"Transient commercial use of property" means the commercial use, by any person, of residential property for bed and breakfast, hostel, hotel, inn, lodging, motel, resort or other transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is for less than thirty (30) consecutive calendar days.

"Vacation home establishment" is defined under Chapter 17.08.010.

- A. The definitions herein include the singular and plural meanings of each defined word.

(Ord. 1022 (part), 2004)

SECTION 3: AMENDMENT "17.53.030 Permission" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.030 Permission

~~Transient commercial use of residential property for remuneration is prohibited in the residential land use districts, except as otherwise expressly permitted by this ordinance.~~

A. Bed and Breakfast Establishment

1. No bed and breakfast establishment shall be located on a lot closer than two hundred (200) feet from any other structure containing a bed and breakfast establishment in R1 and R2 zoning districts;
2. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board; and,
3. Existing Bed and Breakfast establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized if the existing locations do not meet A.1 above until conditions outlined in Chapter 17.76 take effect.

B. Specialty Resort Establishment

1. Specialty Resort establishments are strictly prohibited in R1 and R2 zoning districts.
2. Existing specialty resort establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized until conditions outlined in Chapter 17.76 take effect.

C. Vacation Home Establishment

1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.040.
2. Vacation Home Establishments shall be located in upper floors of commercial structures only within the local historic district.
3. Existing Vacation Home Establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized conditions outlined in Chapter 17.76 take effect.

D. All Short Term Rentals (Bed and Breakfast Establishments, Specialty Resort Establishments and Vacation Home Establishments shall comply with the following:

1. The Deadwood building inspector shall have the right to inspect the premises to ensure compliance with the Building Code under Title 15.
2. First floor use for short-term rentals are prohibited within the local historic district as defined under this Title.
3. The subject property proposed for a short-term rental shall be required to provide the following:
 - a. Obtain a Conditional Use Permit from the City of Deadwood through the process established in Chapter 17.76;
 - b. Establishment of commercial water, sewer, and refuse accounts, if they have not been established for subject premises;
 - c. Proof of required South Dakota state tax certificates which shall be provided to the planning and zoning office for their files;
 - d. Proof of Lodging License from the South Dakota Department of Health which shall be provide to the planning and zoning office for their files;

- e. Proof of enrollment with business improvement district(s) as a short-term rental establishment; and,
- f. Obtaining and maintaining City of Deadwood business license and short-term rental licenses.

(Ord. 1022 (part), 2004)

SECTION 4: **AMENDMENT** “17.53.040 Exception” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.040 Exception

- A. This ordinance shall not apply to transient commercial use of residential property for remuneration for a period of fourteen (14) days or less during the month of August, commencing four days immediately preceding the official start of the Sturgis Motorcycle Rally and ending three days after the end of the Sturgis Motorcycle Rally each year.
- B. Vacation home establishments may be allowed in planned unit developments with an approved plan through the planning and zoning commission and city commission where said vacation home establishments are adjacent and contiguous to one another with the percentage of lots dedicated to vacation home establishments not exceed 10% of the total number of lots within the planned unit development.
- C. Vacation home establishments shall remain prohibited in R1 and R2 zoning districts within the boundaries of the Deadwood City Limits established as of January 1, 1989 per SDCL 42-7B-4(9).

(Ord. 1022 (part), 2004)

SECTION 5: **AMENDMENT** “17.53.050 Liability And Enforcement” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.050 Liability And Enforcement

- A. Any person or legal entity acting as agent, real estate broker, real estate sales agent, property manager, reservation service or otherwise who arranges or negotiates for the use of residential property in violation of the provisions of this section ~~is~~ shall be guilty of ~~an infraction~~ a violation as defined in this chapter for each day in which such

residential property is used, or allowed to be used, in violation of this ~~section~~chapter.

- B. Any person or legal entity who uses, or allows the use of residential property in violation of the provisions of this ~~section is~~ chapter shall be guilty of ~~an infraction a violation as defined in this chapter~~ for each day in which such residential property is used, or allowed to be used, in violation of this ~~section~~chapter.

(Ord. 1022 (part), 2004)

SECTION 6: AMENDMENT “17.53.060 Violation--Penalty” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.060 Violation--Penalty

Citations will be issued to any person or legal entity who violates this title or any amendment hereto. The ~~violation~~person or legal entity, upon being found guilty, shall be punished as for a misdemeanor, and any court having jurisdiction of misdemeanor cases shall have jurisdiction to try ~~violators~~said person or legal entity and upon finding them guilty, ~~may penalize them with a fine not exceeding two hundred dollars (\$200.00) or by imprisonment not exceeding thirty (30) days or by both such fine and imprisonment~~shall be guilty of a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2. Each day that any violation of this title is in effect shall constitute a separate offense.

(Ord. 1022 (part), 2004)

SECTION 7: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 8: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 24, 2023 and after the required approval and publication according to law.

SECTION 9: First Reading: April 17, 2023 Second Reading: May 1, 2023 Published: May 4, 2023 Effective: May 24, 2023

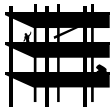
PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood


Albertson Engineering Inc.

605-343-9606 www.albertsonengineering.com
Offices in Rapid City, Sioux Falls, & Winner

*Addendum #4
to the Contract between
Albertson Engineering and Client*

Date: March 28, 2023

Structural Engineer (SE):

Albertson Engineering Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Client:

City of Deadwood
108 Sherman Street
Deadwood, SD 57785

Project Name: Whitewood Creek Restoration
Project Location: Deadwood, SD
AEI Project #: 2020-096

ORIGINAL CONTRACT

On the 7th day of May, 2020, Albertson Engineering, hereinafter called the Engineer and City of Deadwood, hereinafter called the Client, entered into an Agreement relating to the above-referenced project. The agreement is hereby amended to reflect Additional Services as detailed below.

BACKGROUND & SCOPE OF ADDITIONAL SERVICES

The majority of Addendum 04 pertains to Site 1. Site 2B was also expanded by FEMA to remove and replace additional extent of retaining wall that was not originally included with their damage assessment. Additional design services are required in this area for production of construction documents.

Along Site 1, several developments have occurred over the past few months. Previously the creek area along Powerhouse Park and the City Parking Lot was referred to as Site 1 (which is now Site 1C). All of Site 1 has now been expanded and is now the following:

- Site 1A – Creek Restoration along Deadwood Mountain Grand
- Site 1B – Water Street Improvements
- Site 1C – Creek Restoration along Powerhouse Park & City Parking Lot

After a site walkthrough with FEMA a couple months ago, they identified additional damage on the creek banks along Deadwood Mountain Grand. This entire area has been added to the project and is now referenced as Site 1A. FEMA also extended the scope of Site 1 to extend to a new area upstream the existing bridge at Powerhouse Park.

In addition, City personnel have directed the design team to simplify the design of the original Site 1 (now Site 1C) to lower overall project cost. The City intends to allocate these funds toward improvements along the newly added Site 1B, which is along Water Street and separate from the disaster related projects. Site 1B will add a pedestrian sidewalk which will provide pedestrian connectivity from Powerhouse Park and the Mickelson Trail to downtown Deadwood.

Although Site 1C is being simplified, extensive redesign work is required.

Scope of work of Addendum 04 is summarized as follows:

- Site 1A – Creek Restoration along Deadwood Mountain Grand
 - Provide site survey
 - See additional requirements related to Hydrologic and Hydraulic Study and CLOMR on attachment by Towey Design Group
 - Exclusion from this Addendum: LOMR
 - Provide construction drawings
 - Provide bidding and construction administration services consistent with the other Whitewood Creek projects.
- Site 1B – Water Street Improvements
 - Provide site survey
 - See additional requirements related to Hydrologic and Hydraulic Study and CLOMR on attachment by Towey Design Group
 - Provide construction drawings
 - Provide bidding and construction administration services consistent with the other Whitewood Creek projects.
- Site 1C – Creek Restoration along Powerhouse Park & City Parking Lot
 - Provide/complete Hydrologic and Hydraulic Study as required.
 - Redesign site to simplify overall construction cost so more City funds can be allocated to Site 1B
 - Provide conceptual design services for parking lot striping and orientation for future parking lot work
 - Bidding and Construction Administration Scope is unchanged per original contract.
- Site 2B – Creek Restoration upstream Powerhouse Park Bridge (south bank)
 - Add scope of work for replacement of the wood retaining wall and adjacent area directly upstream Powerhouse Park Bridge up to original start of project near Taco Johns.

Scope of work Exclusions:

- It is anticipated that the final review of the project will require a LOMR to be filed for the area in and around City Hall. Mapping and modeling services are excluded

from this proposal until such time a new scope of work can be determined. A proposal can be provided at that time.

ENGINEERING CHARGES FOR ADDENDUM #4

The entirety of Addendum #4 shall be added to the existing Contract for this project. Compensation for services described herein for Addendum #4 shall be:

A lump sum fee of NINETY SIX THOUSAND NINE HUNDRED SEVENTY dollars (\$96,970.00) in addition to the compensation stated in the original agreement *PLUS* all applicable taxes and reimbursable expenses as outlined in the original agreement.

Progress payments for the original contract shall be adjusted to the new total of \$NEW TOTAL as follows:

<u>Phase</u>	<u>Adden.#4 Fee</u>
1. Investigate Services (Survey)	\$10,615.00
2. Contract Documents	\$64,735.00
3. Bidding	\$ 3,044.40
4. Construction Admin.	\$18,575.60
Total	\$96,970.00

If needed for accounting purposes, the breakdown percentage of Addendum #4 per Site is the following:

- Site 1A 31%
- Site 1B 40%
- Site 1C 18%
- Site 2B 11%
- Total 100%

TERMS AND CONDITIONS

The Terms and Conditions of the Original Contract shall apply to the additional services covered by this Addendum.

Scope of work as outline in the attached proposals by Towey Design Group (Exhibit A) and Tallgrass Landscape Architecture (Exhibit B) shall apply to the services covered by this Addendum.

ADDITIONAL PROVISIONS

The original contract is amended per the provisions outlined herein. The parties hereto have agreed to execute this amendment the day and year signed below.

This agreement will expire if not signed within 2 months of the agreement date. However, although Albertson Engineering Inc requests written acceptance of the Addendum, the following actions shall also constitute Client's acceptance of the Addendum: 1) Client issuing an authorizing purchase order for any of the services, 2) Client requesting Albertson Engineering Inc.'s presence at meetings (in person or virtual), 3) Client requesting information from Albertson Engineering Inc. that would require any level of design effort to complete, 4) Client requesting Albertson Engineering Inc. to review and/or investigate existing conditions or documents, or 5) Client providing written, or electronic notification for Albertson Engineering Inc. to proceed with any of the services. Issuance of a purchase order or alternate contract by Client that contains separate terms and conditions will not take precedence or modify the terms and conditions contained within this Agreement unless specifically agreed to in writing by Albertson Engineering Inc.

AUTHORIZED ACCEPTANCE

The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporation or other entity.



ENGINEER *(Signature)*

Mike Albertson, President

(Printed name and title)

3/28/2023

Date

mike@albertsonengineering.com

Email

CLIENT *(Signature)*

(Printed name and title)

Date

Email



AMENDMENT NO. 4 TO AGREEMENT

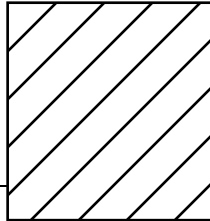
Project: 2019 Whitewood Creek Flood Damages
TDG Project #: 20-011

Background: Effective Date of Agreement: June 12, 2020
OWNER: City of Deadwood, SD
CLIENT: Albertson Engineering, Inc.
ENGINEER: Towey Design Group, Inc.

Nature of Amendment:

This Amendment to our current Agreement includes adjustment of project scope and the contract value. As discussed previously, the scope of this project has changed during the design of the project. Additionally, other items that are considered out of the original scope have been requested. This Amendment also changes to completion date to **March of 2025**. This amendment does not include any future modeling in association with a Letter of Map Revision (LOMR). All work on a future LOMR will be negotiated at the time services are requested. All items associated with this Amendment request and a table identifying our proposed fee breakout are shown in Exhibit A.

Original Contract Amount:
Contract Amendment #1:
Contract Amendment #2:
Contract Amendment #3:
Proposed Amendment #4:
Revised Contract Value



Client and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is: _____.

CLIENT:

Jared Schippers, PE/PM
Albertson Engineering, Inc.

ENGINEER:


Michael Towey, PE
Towey Design Group, Inc.

Date

March 20, 2023
Date

EXHIBIT A

The following identifies additional work, changes to the initial scope, or project changes as requested to complete the 2019 Whitewood Creek Flood Damages. As time is of the essence, portions of this work are already in progress.

- Recent changes to the project now require additional work in Tasks 1A, 1B, 1C, and 2B. Unless otherwise noted, work includes completing final design plans and reports, bidding services, and construction administration services within the project guidelines. Project revisions are as follows:
 - Task 1A extends from the existing grizzly structure at Pine Street to upstream limits of parking garage. All preliminary work for this task was complete under Amendment 3. The estimated length of this work area is 500 feet +/-.
 - Task 1B starts at upstream limits of 1A and extends upstream to a point where the concrete wall ends on the east side of Whitewood Creek. Preliminary discussions have started on this task but extended coordination with the public utilities and topographic survey are still required. The estimated length of this work area is 800 feet +/-.
 - Task 1C starts at the upstream limits of 1B and extends to the bridge near the trailhead. The wall material has changed and requires relocation due to floodplain concerns from USACE.
 - Task 2A remains the same. Task 2B begins at the same bridge noted in Task 1C and extends upstream to the original stopping point.
- The city has requested that Task 1B be added to the project. Work in this section includes additional survey work to be completed by Baseline Survey (under TDG), design of a cantilevered boardwalk and site grading to reflect these changes.
- General design tasks to be performed –
 - Attendance at FEMA initiated zoom meetings (design and CLOMR related).
 - Finalizing plans to include updated plan and profile drawings, erosion and sediment control plans, and removal pages.
 - Finalizing H&H study to include development of additional cross-sections and modeling of work areas 1C, 2A, 2B, 3A, & 3B to show no rise certificate prior to bidding this work area.
 - Finalizing H&H Study in conjunction with CLOMR for work areas 1A and 1B to include added survey, additional cross-sectional modeling both **upstream and downstream** of large box culvert. The additional modeling needs are needed for CLOMR related services based on discrepancies between actual ground surfaces and the effective model, and projected FEMA reviews prior to approval.
 - Additional survey will be needed at the outfall of the large box culvert to ensure our modeling efforts match to downstream base flood elevations (BFE) and to certify the box culvert as will be required by FEMA.
 - Private utility coordination as needed to relocate the private utilities to an underground location. Most of the utilities are above ground on several main transmission poles. Utilities will be relocated and will require various planning meetings to secure actual locations of new service lines.
 - Updated bidding timelines have been discussed and are now included with this amendment.
- Added construction administrative tasks reflect the same tasks as outlined in the original contract.
- Initially this project was bid having individual bidding and construction administration tasks for each task. Recent discussions with FEMA/State indicate that this project should be bid and constructed as

a single project. This will simplify closeout processes in the future. Since the project will be bid as a single project, we have reallocated fees within our original proposal to reflect this cost savings.

- This Amendment excludes the following
 - It is anticipated that the final review of the project will require a LOMR to be filed for the area in and around City Hall. Mapping and modeling services are excluded from this proposal until such time a new scope of work can be determined. A proposal can be provided at that time.
- The original contract was prepared using TDG's 2020 Hourly Rates and staffing at that time. TDG has grown and increased various positions within their team. This Amendment addresses all updated staffing requirements and provides a current Hourly Rate Schedule for additional work if requested.

TDG Fee Breakout Table

Task	Description	Est. Fee
1A	Investigative Services (survey)	
1A	Design Services	
1A	Bidding Services	
1A	Construction Administrative Services	
1B	Investigative Services (survey)	
1B	Design Services	
1B	Bidding Services	
1B	Construction Administrative Services	
1C	Design Services	
2B	Design Services	
	Total	

Tallgrass Landscape Architecture, LLC413 North 4th Street

Custer SD, 57730

605.673.3167

info@tallgrasslandscapearchitecture.comwww.tallgrasslandscapearchitecture.com**Professional Services Agreement**

This proposal is provided to Albertson Engineering, Inc., the Client , by Tallgrass Landscape Architecture, LLC , Landscape Architect, for the Landscape Architectural Services as provided herein.

Client**Albertson Engineering**

NAME

3202 West Main Street, Rapid City, SD 57702

ADDRESS / CITY / STATE / ZIP

Jared Schippers

PROJECT Representative

Owner**City of Deadwood, SD**

Entity: Municipality

108 Sherman Street, Deadwood, SD 57732

ADDRESS / CITY / STATE / ZIP

Landscape Architect**Tallgrass Landscape Architecture, LLC**

A Corporation

413 North 4th Street, Custer, SD 57730

ADDRESS / CITY / STATE / ZIP

Tanya Olson, project manager

Contact

PROFESSIONAL SERVICES AGREEMENT

Project Name: FEMA Flood Mitigation Projects

Scope of Additional Services

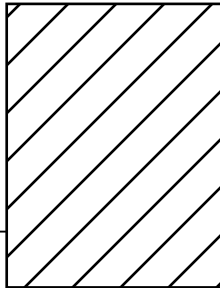
1. Site 1B: Provide input to the design as needed and include minor construction documentation, generally limited to pedestrian guard railings and lighting layout locations and minor details related to different guard rail mounting methods.
2. Site 1C: Provide revised Construction Documentation based on the changes to the creek wall provided by the prime consultant to include:
 - a. Revised parking lot striping
 - b. Revised sidewalk layout (sidewalk section by Civil)
 - c. Planting plan
 - d. Surfacing plan
 - e. Pedestrian Lighting layout (electrical engineering, footcandle calculations, and other work typically provided by an electrical engineer are excluded)
 - f. Site Details: pedestrian guard railing, hand rails, etc.
3. Site 2A &B: Provide updated Construction Documentation. This work is expected to be minor revegetation plan updates based on the expanded wall footprint.
4. Attend weekly project meetings as scheduled.

Bidding and Construction Administration Scope is unchanged per original contract.

New Fee Per site breakdown for Addendum 4:

- Site 1B
 - Construction Documentation
- Site 1C
 - Construction Documentation
- Site 2A & B
 - Construction Documentation

Total




Albertson Engineering Inc.

Project: Whitewood Creek Restoration – Bid Package 1
 Sites 1C, 2A, 2B, 3A, 3B
 Deadwood, SD

Project No: 2020-096

Date: April 3, 2023

BID PACKAGE 1 PROJECT DELIVERY SCHEDULE
Design & Bidding

March 29, 2023	Notification from FEMA that Bid Packages can be separated
April 3, 2023	City/Design Team Scheduling Meeting
April 20, 2023	95% Submittal: Drawings
April 27, 2023	95% Submittal: Project Specifications, H&H Study, Cost Estimates, Least Cost Alternates
May 1, 2023	Request Permission to Bid from City Commission
May 3, 2023	Plan comments due to AEI
May 10, 2023	Document Review comments returned to AEI
May 18, 2023	Plans out for Bid
May 31, 2023	Pre-bid Meeting
June 13, 2023	Bid Opening
June 19, 2023	Bid Award at City Commission

Albertson Engineering Inc.
Rapid City
 3202 West Main, Suite C
 Rapid City, SD 57702
 605-343-9606

Sioux Falls
 315 North Main Avenue, Suite 200
 Sioux Falls, SD 57104
 605-343-9606

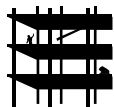
Winner
 202 South Main
 Winner, SD 57580
 605-343-9606

Construction

Mid August 2023	Start of Construction (Sites 1C, 2A, 2B)
January 2024	Complete work in 2A and 2B, start work in 3A
March 2024	Complete work in 3A, start work in 3B
July 2024	Complete work, Begin Closeout
August 2024	Begin Closeout (Bid Pkg 1)

Related Notes:

- Mid August 2024 Work to begin on Bid Package 2 (1A & 1B)
- November 2024 Substantial Completion Bid Package 2
- January 2025 Closeout complete both projects
- American Dipper Nesting ~ March thru early August
- Archaeological monitoring information to be issued via Addendum on Bid Pkg 1



Albertson Engineering Inc.

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
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: April 17, 2023
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls and other structural engineering matters within the City of Deadwood.

These services provide tremendous assistance and direction to the program. A few years ago, the City Commission requested this office to issue an RFP to review other possible providers. This was completed and Albertson Engineering was chosen as the top firm to meet our needs. Staff will plan on issuing a new RFP in the spring of 2024 to ensure fair and equitable services are provided to the city.

Staff is requesting consideration to enter into a contract with Albertson Engineering to continue with the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

The Historic Preservation Commission has reviewed this request and recommend approval of a contract for 2023 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$75,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommend Motion: *Recommend to the City Commission to sign a contract for 2023 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$75,000.00 from the HP Professional Services budget.*


Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

**An Agreement Between Owner
and Structural Engineer of Record
for Professional Services**

March 10, 2023

Structural Engineer (SER):

Albertson Engineering, Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, SD 57735

Project Name: Retaining Wall Replacement/Repair Open End Contract for 2023
Project Location: Deadwood, South Dakota
SER Project #: 2023-083

PROJECT DESCRIPTION

For calendar year 2023, design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A.

This Agreement is for services performed during calendar year 2023.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Seventy-Five Thousand Dollars (\$75,000.00) plus applicable taxes and reimbursable expenses.

The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr
BIM Technician II	\$105/hr

BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS


This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties.

This Agreement terminates all prior Open End Contracts between Albertson Engineering Inc. and City of Deadwood.

This Agreement and will remain in effect until March 31, 2024 unless terminated prior.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

3/10/2023

Date

by Owner

Signature

Print Name and Title

Date

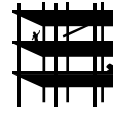


Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 27, 2023 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

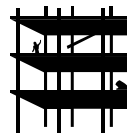
Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE	X		
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE	X		
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		

Basic Services (continued)	Included	Not Included	Remarks
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review			
a. Review Specified Submittals for Items Designed by SER			
b. Review Submittals for Pre-Engineered Structural Elements	X		

Basic Services (continued)	Included	Not Included	Remarks
4. Site Visits a. Make Site Visits at Intervals Appropriate to the Stage of Construction b. Prepare Site Visit Reports	X		
5. Materials Testing and Inspection a. Review Testing and Inspection Reports b. Initiate Appropriate Action to Those Reports, if required	X		

ADDITIONAL SERVICES

I. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



Albertson Engineering Inc.

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated April 28, 2022 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Prepare construction observation reports.

Section 2 - Basic Services

2.1 General

- 2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.
- 2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements
- 2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.
- 2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.
- 2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Section 3 - Additional Services

3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.
- 3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:
 - 1) Tenant-related design services.
 - 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
 - 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
 - 4) Services related to "seismic risk" analysis.
 - 5) Studies of various schemes to accommodate special energy requirements.
 - 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
 - 7) Continuous and/or detailed inspections of construction.
 - 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
 - 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
 - 10) Design of swimming pools.
 - 11) Design for future expansion.
 - 12) Filing application for and obtaining a building permit.
 - 13) Preparation of "as-built" or record set of drawings.
 - 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
 - 15) Review and determination of structural fire resistance requirements.
 - 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable. The obligation to indemnify and hold harmless does not include a duty to defend.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement. The obligation to indemnify and hold harmless does not include a duty to defend.

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1)

the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

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



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

MEMORANDUM

Date: April 14, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: Approval to enter into a contract to repair retaining wall at
318 Williams Street

Aaron Sternhagen, 318 Williams Street, was entered into the retaining wall program on September 8, 2021. There are currently 30 residents on the retaining wall list waiting for their wall to be selected per severity and costs. However, this wall is under four feet which does not require engineering making the cost to repair the wall significantly lower and following under a different formula and bidding processes.

A quote has been submitted from Schlosser Construction for repairs to the retaining wall and connecting steps in the amount of \$17,340.00. Staff did review the quote with Albertson Engineering and received comment that this repair is a good long-term solution.

The Historic Preservation Office is requesting permission to enter into a contract with Aaron Sternhagen, 318 Williams Street and Schlosser Construction to repair the retaining wall and steps. The Historic Preservation Office will split the costs of the retaining wall 50/50. The owner has agreed to pay \$8,670.00, half of the costs, of the retaining wall project.

RECOMMENDATION: Move to enter into a contract with Aaron Sternhagen, 318 Williams Street and Schlosser Construction to repair the retaining wall and steps for an amount not to exceed \$17,340.00 to be paid out of the retaining wall line item and allow Mayor to sign said contract. Historic Preservation will split the costs 50/50 with the owner and city paying \$8,470.00 each.

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
SCHLOSSER CONSTRUCTION INC.
RE: 318 WILLIAMS STREET RETAINING
WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” Aaron Sternhagen, owner of 318 WILLIAMS Street, hereinafter referred to as “OWNER” and SCHLOSSER CONSTRUCTION INC., with its principal place of business located at 1925 Hill Street, Sturgis, SD 57785, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 318 WILLIAMS Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

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

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

WHEREAS, CITY accepted bid from Schlosser Construction, Inc. in the amount of Seventeen Thousand Three Hundred Forty Dollars (\$17,340.00) and 00/100; and

WHEREAS, CITY will pay one-half of the total cost in the amount of Eight Thousand Six Hundred Seventy and 00/100 Dollars (\$8,670.00); and

WHEREAS, OWNER will pay one-half of the total cost in the amount of Eight Thousand Six Hundred Seventy and 00/100 Dollars (\$8,670.00); and

WHEREAS, parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 318 WILLIAMS Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of OWNER with assistance from the CITY. Construction to be completed within 90 days of Notice to Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
11. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
12. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
13. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;

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

Dated this _____ day of _____, 2023.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2023

OWNER:

Aaron Sternhagen

State of South Dakota)
)SS
County of)

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Aaron Sternhagen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Dated this _____ day of _____, 2023.

SCHLOSSER CONSTRUCTION INC.

By: _____
ITS: _____

State of South Dakota)
)SS
County of)

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, the President of SCHLOSSER CONSTRUCTION INC. and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires:

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 04/10/2023

Organization: ST. JOHN'S EPISCOPAL CHURCH

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

<input type="checkbox"/> Chartered veterans' organization	<input checked="" type="checkbox"/> Religious organization
<input type="checkbox"/> Charitable organization	<input type="checkbox"/> Educational organization
<input type="checkbox"/> Fraternal organization	<input type="checkbox"/> Local civic or service club
<input type="checkbox"/> Political party	<input type="checkbox"/> Volunteer fire department
<input type="checkbox"/> Political action committee or any committee on behalf of any candidate for political office	

Contact Information:

Name: MICHAEL JOHNSON

Address: 8 VAN BUREN, PO BOX 434

Phone #: 605-920-8818

Email: mrjohns@rrv.net

501 (c) 3- Non Profit: Yes ☐ No ☐

Dates of Ticket Sales: MAY 27 - SEPT 4 2023

Date of Raffle Drawing: SEPT 4, 2023

Value of Raffle Prize: \$2,500

Proceeds will benefit: CHURCH

Office use only:

Presented at City Commission Meeting dated _____