



# City Commission Regular Meeting Agenda

Tuesday, January 21, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of January 6, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for January 21, 2025.

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

a. Permission to hire Olivia Weiler as full-time Parks Technician at \$19.00 per hour (D9 rank) effective January 27, 2025 pending pre-employment screening.

b. Permission to move Jessica Tolar from half-time Library Assistant II to three-quarter time Library Assistant II remaining at \$17.15 per hour effective January 19, 2025.

c. Permission to make 2025 budget allocation to Lobbyist Craig Matson in the amount of \$20,040.00. (To be paid by Bed and Booze line item.)

[d.](#) Resolution 2025-05 Designating Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6.

e. Acknowledge refund of \$800.00 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for The Crossings at Spearfish Canyon LLC dba Dave's Deli Delights.

[f.](#) Permission to pay software maintenance renewal with ESRI in an amount of \$19,195.00 for GIS software. (To be split between the departments using software.)

- g. Acknowledge City of Deadwood request to opt out of South Dakota Department of Transportation "Think" sign program under Policy DOT-OS-OT-6.1.
- h. Acknowledge withdrawal of an application for Conditional Use Permit for 20 Cliff Street legally described as Lots 1A, 1B & 1C a replat of Tract A, of vacated portion of Block 78 & part of Tract B of MS 207 all located in the City of Deadwood, Lawrence County, South Dakota and authorize reimbursement of application fees.
- i. Permission to hire the Branding Iron Bistro in Pierre, SD to cater the legislative lunch at the capitol on January 24, 2025 in an amount not to exceed \$3,500. (To be paid from HP Public Education.)
- j. Permission for Mayor to sign contract with Kone, Inc. for Broadway Parking Structure Elevator Modernization/Cab-Entrance replacement. (Bid approved January 6, 2025.)
- k. Permission to reserve 50 parking spaces in the Miller Street Parking Lot on January 24, 2025 from 4:00 PM - 8:00 PM for an SDSTA banquet for \$350.00. (Recommendation from the Parking & Transportation Committee.)
- l. Permission to approve Northern Hills Taxi, LLC Taxi Business Application and transfer one (1) taxi license from Deadwood Cab Company, LLC to Northern Hills Taxi, LLC. (Recommendation from the Parking and Transportation Committee.)
- m. Permission to allow Deadwood Volunteer Fire Dept members Charles Fetter, John Beck, Mike Klamm, Sarah and Jeremy Van Tassel, Don Gifford and Anita Knipper to attend SDPA Pipeline Emergency Response Training in Rapid City on February 3, 2025 and Jeff Millard and Mike Runge on February 4, 2025 with use of city vehicles.
- n. Permission to pay Prairie Hill Transit in the amount of \$3,500.00 for annual contract for paratransit services. (To be paid by P & T professional services.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 on Friday, March 14 from 5:00 p.m. to 10:00 p.m. and Saturday, March 15 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 15 from noon until parade ends; street closure on Main Street from Wall Street to Pine Street at noon on Saturday, March 15 to 6:00 a.m. on Sunday, March 16; street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up Vendors on Saturday, March 15 from 10:00 a.m. to 6:00 a.m. on Sunday, March 16, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp and waiver of banner fees for sponsors on Saturday, March 15, 2025.
- b. Hold public hearing for Deadwood Blues Festival Event: open container in zones 1 and 2 on Saturday, July 12 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 12 to 2:00 a.m. on Sunday, July 13 and street closure on Siever Street from 12:00 a.m. on Saturday, July 12 to 3:00 a.m. on Sunday, July 13, 2025.

9. **Old Business**

10. **New Business**

- a. Resolution 2025-06 Levy BID 1-6 for 2025.
- b. Second Reading of Ordinance #1416 Amending Chapter 13.04 Water Service System.
- c. Second Reading of Ordinance #1417 Amending Title 10 - Residential Parking Restrictions And Permits.
- d. First Reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax BID 1-6. (continued from January 6, 2025.)
- e. First Reading of Ordinance #1418 Budget Supplement 1 for 2025.
- f. Permission to expend \$46,000.00 to the Deadwood Volunteer Fire Department for pay-per-call project. (To be paid from 2024 Fire Department Recruitment/Retention line item.)
- g. Permission to purchase up to 180 tons of BlackMagic treated road salt at state bid of \$175.00 per ton from BlackStrap Inc. (To be paid by Streets supply budget.)
- h. Permission to renew the annual service agreement with Rasmussen Mechanical in the amount of \$69,136.00 for preventative HVAC maintenance for the City of Deadwood public buildings. (To be paid by Public Buildings professional services line item.)
- i. Permission to allow fire department to order a 2025 Ford F550 from White's Canyon in amount of \$59,701.00 plus doc fee. (To be paid by Fire Truck reserve account. Budget supplement will be needed.)

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

- a. Raffle permit received from Deadwood History. Drawing will be held October 15, 2025.
- b. Raffle permit received from American Legion, Homestake Post 31, Lead and VFW Post 5969. Drawing will be held May 26, 2025.
- c. Holiday Parking Donations - Letters to request funding must be received by the Finance Officer no later than noon on January 30, 2025.

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, JANUARY 6, 2025**

The Regular Session of the Deadwood City Commission convened on Monday, December 16, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko and Charlie Struble-Mook. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble-Mook moved, Martinisko seconded to approve the minutes of December 16, 2024. Roll Call: Aye-All. Motion carried.

**DECEMBER 2024 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$23,535.11; PUBLIC BUILDINGS, \$7,227.92; POLICE, \$94,098.47; FIRE, \$5,825.20; BUILDING INSPECTION, \$5,170.48; STREETS, \$33,122.46; PARKS, \$32,205.28; PLANNING & ZONING, \$3,851.70; LIBRARY, \$9,022.77; RECREATION CENTER, \$21,669.69; HISTORIC PRESERVATION, \$23,841.21; WATER, \$21,582.89; PARKING METER, \$16,889.87; TROLLEY, \$18,253.51; PARKING RAMP, \$3,584.92 **PAYROLL TOTAL: \$323,573.76.**

**DECEMBER 2024 PAYROLL PAYMENTS:**

Internal Revenue Service, \$77,486.01; S.D. Retirement System, \$36,168.06; Delta Dental, \$4,039.29.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Struble-Mook seconded to approve the January 6, 2024 disbursements and additional bills. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	685.77
A-Z SHREDDING	SERVICE	72.76
ABDOBOOKS.COM	SUPPLIES	776.40
ACE HARDWARE	SUPPLIES	50.97
AMAZON CAPITAL	SUPPLIES	2,295.17
BADGER METER	SERVICE	900.00
BICKLE'S TRUCK & DIESEL	SERVICE	2,820.70
BH CHEMICAL	SUPPLIES	1,550.84
BH SECURITY	SERVICE	3,041.85
BH WINDOW CLEANING	SERVICE	1,952.00
BLACKSTRAP	SALT	5,185.25
BLUEPEAK	SERVICE	6,719.69
BRUNSEN, RONDA	REIMBURSEMENT	231.15
CARSTAR COLLISION CENTER	SERVICE	2,829.80
CENTURY BUSINESS PRODUCTS	CONTRACT	327.06
COMPUTER SUPPORT SERVICES	SERVICE	187.50
CRAMER MARKETING	SUPPLIES	139.22
DAKOTA PUMP	SUPPLIES	9,850.00
DEADWOOD BLUES FEST	BID #8	25,000.00
DVFD	REIMBURSEMENT	200.00
DEADWOOD GAMING	BID #8	52,560.00
EMILY COSTOPOULOS	PROGRAM	101,950.65
EVERYTHING2GO.COM	SUPPLIES	1,077.00
FIRST BAPTIST CHURCH	LEASE	3,600.00
FIRST INTERSTATE BANK	TIF #8	4,381.76
FIRST NET	SERVICE	240.24
FROM THE HILLS	REFUND	20.00
GALLS	UNIFORMS	201.88
GLOVER, SANDY	REIMBURSEMENT	55.76
GREAT PLAINS CONTRACTOR	SERVICE	4,691.08
HAMANN, ALEX	MEETINGS	105.00
HAWKINS	SUPPLIES	615.24
J & J TRUCK & AUTO BODY	SERVICE	5,971.03
JACOBS WELDING	SERVICE	1,251.86
LAWRENCE CO. REGISTER	SERVICE	30.00
LAWSON PRODUCTS	SUPPLIES	93.12
LEGENDARY ELECTRIC	SERVICE	909.57
LIBERTY NATIONAL BANK	TIF #9	316.61
LOU LOU'S BOMBDIGGITIES	SERVICE	14.00
M & T FIRE AND SAFETY	SUPPLIES	5,546.94
MACK'S AUTO BODY	SERVICE	4,989.79
MARCO	CONTRACT	185.67
MED-TECH RESOURCE	SUPPLIES	183.34
MICROMARKETING	SUPPLIES	248.70
MIDWEST TAPE	SUPPLIES	294.97
MDU	SERVICE	12,793.88
MONUMENT HEALTH	FLU SHOTS	1,100.00
MS MAIL	SERVICE	2,173.56
MUTUAL OF OMAHA	INSURANCE	373.03
NORTHWEST PIPE FITTINGS	SUPPLIES	75.60
ONSITE FIRST AID	SUPPLIES	212.00
ONSOLVE	SERVICE	1,500.00
PATRIOT PAINTING	PROJECT	3,462.00
QUIK SIGNS	SUPPLIES	490.93
RASMUSSEN MECHANICAL	SERVICE	4,645.12

**REGULAR MEETING, JANUARY 6, 2025**

ROWDY BOYZ CONSTRUCTION	PROJECT	24,338.47
SD FIRE CHIEF'S ASSOCIATION	MEMBERSHIP	100.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	146.36
SD PUBLIC HEALTH LAB	TESTING	30.00
SDSM&T	WORKSHOP	550.00
SERVALL	SUPPLIES	1,815.56
SHOEMAKER, ROBERT	REFUND	60.00
SONTECH VEHICLE TECH	DODGE	22,253.88
SOUTHSIDE SERVICE	SERVICE	30.00
STURDEVANT'S	SUPPLIES	2,293.42
STURGIS RESPONDER SUPPLY	UNIFORMS	514.81
SUMMIT FIRE PROTECTION	SERVICE	280.25
TECHNOLOGY	CAMERAS	8,229.95
TELLINGHUISEN, ROGER A.	LOBBYING	20,040.00
TEMPLE CONSTRUCTION	PROJECT	24,985.21
THE HANDY MAN	PROJECT	9,908.67
TOWEY DESIGN GROUP	PROJECT	9,137.50
TWIN CITY ANIMAL SHELTER	ALLOCATION	3,250.00
TWIN CITY HARDWARE	SUPPLIES	258.83
TWIN CITY HARDWARE	GRANTS	4,993.95
VERIZON WIRELESS	SERVICE	714.10
WALKER, JOHN A.	REFUND	90.00
WEST RIVER TRAILER SALES	SUPPLIES	809.98

Total \$411,316.32

**CONSENT**

Joseph moved, Martinisko seconded to omit item 6S for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Set Election Day: April 8, 2025.
- B. Permission to extend up to 36.5 hours of vacation time for Jessica McKeown until March 1, 2025.
- C. Permission to move Tyler Martin from part-time lifeguard to full-time lifeguard II position (with benefits per employee handbook) at \$19.00 per hour, effective January 1, 2025.
- D. Update Part-time wage scale effective January 1, 2025.
- E. Approve Resolution 2025-01 to Establish Wages for 2025.

**RESOLUTION NO: 2025-01****CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2025**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2025 and shall be paid bi-weekly: Randy Adler, \$84,270.00 per year; Michael Anderson, \$18.80 per hour; Bonny Anfinson, \$28.65 per hour; Michael Bachand, \$18.00 per hour; Reece Beck, \$18.80 per hour; William Binder \$26.24 per hour; Leah Blue-Jones, \$25.44 per hour; Kathryn Bogner, \$23.06 per hour; Lynn Bradley, \$16.50 per hour; Patricia Brown, \$64,369.48 per year; Nicholas Browning, \$ 17.15 per hour; James Burke, \$16.50 per hour; John Campbell, \$16.50 per hour; Maeve Campbell, \$16.50 per hour; Deam Carollo, \$18.70 per hour; Kelley Cranny, \$17.15 per hour; Herbert Cowart, \$18.80 per hour; Benjamin Dalke, \$28.98 per hour; Karla Dower, \$17.95 per hour; Garrett Eklund, \$29.21 per hour; Charles Fetter, \$30.34 per hour; Rodney Fischer, \$18.80 per hour; Madelynn Geppert, \$26.97 per hour; Sandra Glover, \$16.50 per hour; Fatih Gokce \$21.35 per hour; Andrew Goodwin, \$21.35 per hour; Alex Hamann, \$8,000.00 per year; Keegan Holzapfel, \$28.98 per hour; Trevor Houska, \$31.29 per hour; John Isaak, \$27.91 per hour; Erik Jandt, \$35.34 per hour; Troy Jassman, \$28.63 per hour; Matthew Johnson, \$29.21 per hour; Michael Johnson, \$9,000.00 per year; Blake Joseph, \$9,000.00 per year; Patrick Kaiser, \$31.29 per hour; Michael Kitzmiller, \$18.80 per hour; Amy Klein-Greba, \$24.72 per hour; Kyle Kooima, \$18.80 per hour; Kevin Kuchenbecker, \$127,200.00 per year; Frank Lawton, \$18.80 per hour; James Lee, \$32.58 per hour; Kay Luther, \$25.80 per hour; Justin Lux, \$84,270.00 per year; Sharon Martinisko, \$9,000.00 per year; Tyler Martin, \$16.50 per hour; Gage Mau, \$28.40 per hour; Marvin Maynard, \$18.00 per hour; Robert McGavran, \$25.67 per hour; Rhonda McGrath, \$26.50 per hour; Jessica McKeown, \$123,678.45 per year; Kathy McKillip, \$17.15 per hour; Trent Mohr, \$33.58 per hour; Steven Murphy, \$28.63 per hour; Pam Nash, \$21.35 per hour; Casey Nelson, \$25.77 per hour; Eric Nelson, \$25.84 per hour; Austin Newson, \$16.50 per hour; Debra Oban, \$18.80 per hour; Randall Oldfield, \$18.80 per hour; Michael Olsen, \$16.50 per hour; James Olson, \$33.64 per hour; Holden Owens, \$16.50 per hour; Tracy Owens, \$19.08 per hour; Anthony Panza, \$28.40 per hour; Sonya Papousek, \$31.29 per hour; Janice Peppmeier, \$29.62 per hour; Cory Percy, \$32.88 per hour; Jerold Rchetto, \$27.10 per hour; Coltan Radensleben, \$25.80 per hour; Robert Radensleben, \$29.44 per hour; Jenny Rea,

**REGULAR MEETING, JANUARY 6, 2025**

\$31.29 per hour; Ryan Reamer, \$20.14 per hour; Kenneth Rehberg, \$18.80 per hour; John Reiser, \$28.81 per hour; Thomas Riley, \$27.91 per hour; Joseph Royall-McKeown, \$18.80 per hour; Jonas Runge, \$16.50 per hour; Michael Runge, \$29.72 per hour; Aiden Russell, \$16.50 per hour; Jeramy Russell, \$30.34 per hour; David Ruth Jr., \$12,000.00 per year; Devon Schumacher, \$32.35 per hour; David Semingson, \$18.80 per hour; Cory Shafer, \$94,101.50 per year; Lili Sjomeling, \$17.50 per hour; Sally Sprigler, \$33.91 per hour; Lornie Stalder, \$84,270.00 per year; Alea Struble, \$9,000.00 per year; Matthew Symonds, \$25.80 per hour; Jessica Tolar, \$17.15 per hour; Hailey Trehwella, \$19.08 per hour; Misty Trehwella, \$29.62 per hour; Trevor Tridle, \$25.90 per hour; Ethan Van Tassel, \$16.50 per hour; Wylie Walno, \$18.70 per hour; Brandon Webb, \$28.98 per hour; Andrew Williams, \$20.14 per hour.

**Trolley Drivers** who work between 6:00 pm and 8:00 am will receive an additional \$3.00 per hour for shift differential pay. Trolley Drivers, who take on additional duties of carrying the pager and being on call during the absence of the trolley manager will receive an additional \$2.00 per hour while acting as assistant manager.

Dated this 6th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- F. Approve Resolution 2025-02 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2025.

**RESOLUTION 2025-02**

**A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140**

**BE IT RESOLVED** by the Deadwood City Commission that the following events, with their respective dates of occurrence, are hereby recognized for the year 2025 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood SnoCross Shootout	January 24-25, 2025
2. St. Patrick’s Day	March 14-15, 2025
3. Wild Bill Hickok Days	June 13-14, 2025
4. Days of ’76	July 20-26, 2025
5. Sturgis Rally	August 1-10, 2025
6. Kool Deadwood Nites	August 19-24, 2025
7. Oktoberfest	October 3-4, 2025

Dated this 6th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- G. Approve Resolution 2025-03 Extending Workers Compensation to Specific Individuals.

**RESOLUTION 2025-03**

**A RESOLUTION EXTENDING WORKERS’ COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2025**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood extends the South Dakota Municipal League Workers’ Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

**City Commission:** David Ruth Jr., Michael Johnson, Blake Joseph, Sharon Martinisko, Charlie Struble-Mook;

**Historic Preservation Commission:** Jesse Allen, Molly Brown, Vicky Dar, Leo Diede, Anita Knipper Trevor Santochi, and Tony Williams;

**Historic Preservation Volunteers:** Charles Eagleson, Beverly Posey and Trevor Santochi;

**Library Board:** Alison Ball, Teri Bruce, Sue DeGooyer, Bree Hutchison and Beverly Posey;

**Planning & Zoning Commission:** David Bruce, Charles Eagleson, Josh Keehn, John Martinisko and Ken Owens;

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**Police Department Reserve Officers:** Deam Carollo, Kay Luther, Matthew Symonds, and Wylie Walno;

**Deadwood Volunteer Fire Department:** Randy Addington, John Beck, Melanie Bond, Shaun Bruatigan, Karla Dower, Joel Ellis, Faith Erickson, Charles Fetter, Don Gifford, JT Gifford, Bill Glover, Sandy Glover, Jackson Grangaard, Alex Hamann, Ken Hawki, Francis Iverson, Kelsey Keith, Mike Klamm, Anita Knipper, Austin Land, Louis Longmore, Jeff Millard, Trent Mohr, Nicole Olson, Isaiah Osorio, Jerry Pontius, Cody Rakow, Jason Rakow, Rylan Rakow, Paul Robitaille, Jade Rodiack, Mike Runge, Steve Schramm, Richard Stanger, Paul Thomson, Jeremy Van Tassel, Sarah Van Tassel, Brandon Wallin, and Anne Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 6th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

H. Approve Resolution 2025-04 Declare Surplus Property.

**RESOLUTION NO. 2025-04  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

Hurco Spin Doctor and Power Pack Trailer – VIN#1C9BV13185B987019

Dated this 6th day of January, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- I. Permission to pay 2025 leased equipment payments (attached) as indicated on Lease contracts/schedules. (To be paid Public Works Equipment budgets.)
- J. Permission to allow Deadwood Volunteer Fire Dept members Mike Klamm, John Beck and Isaiah Osorio to attend Rushmore Fire Conference in Rapid City on January 11-12, 2025 in city vehicle.
- K. Permission to allow Deadwood Volunteer Fire Dept members John Beck-Bronikowski, Shaun Brautigan, Austin Lang, Isaiah Osorio, Brandon Wallin and Faith Erickson to attend SD Firefighters Certification Course in Spearfish on January 16 through May 2025 in city vehicle.
- L. Permission to allow Mayor to sign and renew the Agreement for Administration of Deadwood Historic Preservation's Revolving Loan Program with Neighborhood Housing-Dakota Home Resources in an amount not to exceed \$60,000.00.
- M. Permission to allow Rec Center Director to sign American Red Cross Contract.
- N. Permission to purchase 30 tons of salt from BlackStrap Inc at a state bid price of \$175.00 per ton in an amount not to exceed price of \$5,250.00. (To be paid by 2025 Streets supplies budget.)
- O. Permission to allow Building Official Trent Mohr to attend training classes in Loveland, CO on March 2-7 2025, at a cost not to exceed \$1,800. (To be paid by Building Inspection travel line item.)
- P. Permission to approve abatement request for City of Deadwood on parcel 30025-07400-130-00 (85 Charles Street) purchased on May 2, 2024.
- Q. Approve use of public property and waiver of fees at Rec Center for the Lead Deadwood Soccer Association Camp from November 5 through December 31, 2025. They will communicate with Rec Center when needed. (Recommendation from Event Committee on December 19.)
- R. Approve use of public property and waiver of fees at Rec Center for the Community Gathering sponsored by the Neighborhood Council on Sunday, February 9, 2025 from 1:00 p.m. to 3:00 p.m. (Recommendation from Event Committee on December 19.)
- S. Removed for separate consideration in New Business.

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- T. Permission to renew 2-year term Traffic Logix cloud access (speed signs) in amount of \$2,700.00. (To be paid by Parking & Transportation Professional Services line item.)

**BID ITEMS**Results (continued from December 16, 2024.)

Finance Officer McKeown stated Fatih Gokce withdrew the \$6,000.00 bid. Martinisko moved, Johnson seconded to accept withdraw of bid for lease of Mt. Moriah Facility. Commissioner Joseph asked why they withdrew. McKeown stated due to the scope of additional items. Roll Call: Aye-All. Motion carried.

Results

Mayor Ruth Jr. stated 1 bid was received for the Elevator Modernization/Cab-Entrance Replacement on January 2, 2025 at 2:00 as advertised.

Kone - \$550,000.00

Parking and Transportation Director Lux spoke about the bid. Martinisko moved, Joseph seconded to accept bid from Kone in the amount of \$550,000.00 for the Elevator Modernization/Cab-Entrance Replacement. Discussion was held concerning timeline. Roll Call: Aye-All. Motion carried.

Set

Joseph moved, Martinisko seconded to advertise and set bid opening at 2:00 p.m. on Tuesday, February 11, 2025 for RFP for Lease of Mt. Moriah Facility with results presented on February 18, 2025. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to advertise and set bid opening at 2:00 p.m. on Thursday, February 13, 2025 for 2025 Preservation Improvement Project for Mount Moriah Cemetery with results presented on February 18, 2025. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS**Set

Struble-Mook moved, Martinisko seconded to set public hearing on January 21 for St. Patrick's Day Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on January 21 for Deadwood Blues Festival Event. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**Request (6S)

Commissioner Johnson stated event has been moved from Homestake Adams Research and Cultural Center to the Days of '76 Museum. Martinisko moved, Struble-Mook seconded to allow Deadwood History Inc. to serve beer and wine at the Days of '76 Museum on Friday, February 21, 2025 from 5:00 p.m. to 10:00 p.m. for Calamity's Shindig. Roll Call: Aye-All. Motion carried.

Review

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about permit. Joseph moved, Johnson seconded to Act as Board of Adjustment and acknowledge Findings of Fact and Conclusion – Conditional Use Permit – Vacation Home Establishment. Legally described as: Lot 34 in Block 15, being a part of Mineral Lot 38, and also known as Lot 4, in Block 7 of the City of Deadwood, also known as 596 Main Street, Deadwood, South Dakota. Roll Call: Aye-All. Motion carried.

Second Reading

Lux stated no changes between first and second reading. Commissioner Joseph recused himself. Struble-Mook moved, Martinisko seconded to approve second reading of Ordinance #1409 Amending Title 5 – Tour Conveyance Licenses. (recommendation from the Parking and Transportation Committee.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JANUARY 6, 2025**

Second Reading

McKeown stated no changes between first and second reading. Joseph moved, Martinisko seconded to approve second reading of ordinance #1413 Amending Chapter 3.20 Occupancy Tax BID 8. Roll Call: Aye-All. Motion carried.

Second Reading

McKeown stated no changes between first and second reading. Struble-Mook moved, Martinisko seconded to approve second reading of Ordinance #1414 Amending Chapter 3.20 Occupancy Tax BID 9. Roll Call: Aye-All. Motion carried.

First Reading

McKeown asked to continue first reading. Martinisko moved, Johnson seconded to continue first reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax Bid 1-6. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the changes. Joseph moved, Martinisko seconded to approve first reading of Ordinance #1316 Amending Chapter 13.04 Water Service System. Roll Call: Aye-All. Motion carried.

First Reading

Lux spoke about the change. Martinisko moved, Struble-Mook seconded to approve first reading of Ordinance #1417 Amending Title 10 – Residential Parking – Restrictions and Permits. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

- A. Holiday Parking Donations – Letters to request funding must be received by the Finance Officer no later than noon on January 30, 2025.

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-Mook moved, Martinisko seconded to adjourn the regular session at 5:20 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Tuesday, January 21, 2025 at 5:00 p.m.

After coming out of executive session at 5:46 p.m., Martinisko moved, Johnson seconded to adjourn.

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

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

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

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5372	THE CROSSINGS AT SPEARF	I-12/31/2024	101-3000-202	LIQUOR LICENS REFUND WINE/MALT BEV.LIC.FEES	000000	800.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						800.00
01-0418	BLACK HILLS PIONEER					
		I-414 - 12/10/2024	101-4111-423	PUBLISHING NOTICE OF AUDIT	000000	85.61
		I-422 - 2024	101-4111-423	PUBLISHING MINUTES - 11/18/24	000000	226.14
		I-423 - 2024	101-4111-423	PUBLISHING ORDINANCE#1410 -DWD MUNIC.CODE	000000	81.04
		I-424 - 2024	101-4111-423	PUBLISHING NOH - WOLFPACK WORKING DOGS	000000	13.10
		I-425 - 2024	101-4111-423	PUBLISHING NOH - N Y EVE BALL DROP	000000	13.10
		I-484 -2024	101-4111-423	PUBLISHING MINUTES - 12/2/24	000000	326.11
		I-486 - 2024	101-4111-423	PUBLISHING ORD.#1412 - SUPPLMNT BUDGET	000000	42.70
01-1331	SD MUNICIPAL LEAGUE	I-200001907	101-4111-427	TRAVEL SDML LEGIS. DINNER	000000	60.00
01-1682	BLACK HILLS COUNCIL OF	I-693	101-4111-422	PROFESSIONAL 2025 ASSESSMENT DUES	000000	630.00
01-3234	KING APPRAISALS	I-25-01	101-4111-422	PROFESSIONAL CITY PROPERTY	000000	9,000.00
01-4317	VIGILANT BUSINESS SOLUT	I-3210	101-4111-422-03	SAFETY - DRUG ANNUAL FEE - DOT SERVICES	000000	250.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						10,727.80
01-2394	GUNDERSON, PALMER, NELS	I-137741	101-4141-422	PROFESSIONAL LEGAL SVCES	000000	2,900.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						2,900.00
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56
01-0800	MORRISON, RONDA	I-019	101-4142-422	PROFESSIONAL DEC'24 CONTRACT SERVICES	000000	1,730.00
01-1331	SD MUNICIPAL LEAGUE	I-200001907	101-4142-427	TRAVEL SDML LEGIS. DINNER	000000	30.00
01-4317	VIGILANT BUSINESS SOLUT	I-3292	101-4142-422-01	CANNABIS BACK BKGROUND SCREENING & REPORTS	000000	594.00
01-4711	AMAZON CAPITAL SERVICES					

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 142 FINANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-4711	AMAZON CAPITAL SERVICES	continued					
		I-1MPQ-743X-7C64	101-4142-426	SUPPLIES PAPER FOLDER - FINANCE	000000	284.83	
					DEPARTMENT 142 FINANCE	TOTAL: 5,803.39	
01-0429	BLACK HILLS ENERGY						
		I-POWER 12/31/2024	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.63	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	63.36	
		I-POWER 12/31/2024	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00	
		I-POWER 12/31/2024	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.81	
		I-POWER 12/31/2024	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	351.70	
		I-POWER 12/31/2024	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	108.71	
		I-POWER 12/31/2024	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	30.00	
		I-POWER 12/31/2024	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.52	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	544.26	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.24	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	81.40	
		I-POWER 12/31/2024	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,020.28	
		I-POWER 12/31/2024	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.63	
		I-POWER 12/31/2024	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,257.49	
		I-POWER 12/31/2024	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	60.82	
		I-POWER 12/31/2024	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	752.77	
		I-POWER 12/31/2024	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	195.10	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	129.35	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	29.92	
		I-POWER 12/31/2024	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	141.71	
		I-POWER 12/31/2024	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	106.19	
		I-POWER 12/31/2024	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	256.94	
		I-POWER 12/31/2024	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,885.92	
		I-POWER 12/31/2024	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00	
		I-POWER 12/31/2024	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.17	
		I-POWER 12/31/2024	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	572.36	
		I-POWER 12/31/2024	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	290.06	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	31.67	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	20.24	
		I-POWER 12/31/2024	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	123.67	
		I-POWER 12/31/2024	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	141.42	
		I-POWER 12/31/2024	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	214.03	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	60.99	
		I-POWER 12/31/2024	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	35.88	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	36.64	
		I-POWER 12/31/2024	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	336.13	
		I-POWER 12/31/2024	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	60.00	
		I-POWER 12/31/2024	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	77.67	
		I-POWER 12/31/2024	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	66.17	
		I-POWER 12/31/2024	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	217.11	
		I-POWER 12/31/2024	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	415.01	



1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 12/31/2024	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,293.48
		I-POWER 12/31/2024	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	59.23
		I-POWER 12/31/2024	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	112.24
		I-POWER 12/31/2024	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	43.44
		I-POWER 12/31/2024	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	0.00
		I-POWER 12/31/2024	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.97
		I-POWER 12/31/2024	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	142.28
		I-POWER 12/31/2024	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	37.67
		I-POWER 12/31/2024	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	258.99
		I-POWER 12/31/2024	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	33.00
		I-POWER 12/31/2024	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,587.35
		I-POWER 12/31/2024	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	136.77
		I-POWER 12/31/2024	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	588.49
		I-POWER 12/31/2024	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	47.56
		I-POWER 12/31/2024	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	202.18
		I-POWER 12/31/2024	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	84.16
		I-POWER 12/31/2024	101-4192-428	UTILITIES 5 SIEVER ST	000000	686.01
		I-POWER 12/31/2024	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	54.91
		I-POWER 12/31/2024	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	462.31
		I-POWER 12/31/2024	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	83.00
		I-POWER 12/31/2024	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	999.39
		I-POWER 12/31/2024	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	29.40
		I-POWER 12/31/2024	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	24.64
		I-POWER 12/31/2024	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.56
		I-POWER 12/31/2024	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 12/31/2024	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	56.43
		I-POWER 12/31/2024	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	379.70
		I-POWER 12/31/2024	101-4192-428	UTILITIES 610 BROADWAY ST	000000	108.67
		I-POWER 12/31/2024	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	660.84
		I-POWER 12/31/2024	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	46.07
		I-POWER 12/31/2024	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	782.98
		I-POWER 12/31/2024	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,552.47
		I-POWER 12/31/2024	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	50.83
		I-POWER 12/31/2024	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	41.12
		I-POWER 12/31/2024	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	76.81
		I-POWER 12/31/2024	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	880.35
		I-POWER 12/31/2024	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	657.43
		I-POWER 12/31/2024	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	156.71
		I-POWER 12/31/2024	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.86
		I-POWER 12/31/2024	101-4192-428	UTILITIES 767 MAIN ST	000000	21.73
		I-POWER 12/31/2024	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	28.27
		I-POWER 12/31/2024	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.03
		I-POWER 12/31/2024	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.92
		I-POWER 12/31/2024	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	19.63
		I-POWER 12/31/2024	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	1,192.99-
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,605.48

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-01/02/25 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	22.85
		I-01/02/25 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-01/02/25 CONSUMPT	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	313.59
		I-01/02/25 CONSUMPT	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	50.80
		I-01/02/25 CONSUMPT	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	37.59
		I-01/02/25 CONSUMPT	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	250.13
		I-01/02/25 CONSUMPT	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-01/02/25 CONSUMPT	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.77
		I-01/02/25 CONSUMPT	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-1558	ECOLAB PEST ELIMINATION					
		I-7198976	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	182.25
01-2073	SDN COMMUNICATIONS					
		I-228946	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-228946	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-228946	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-228946	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-228946	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-228946	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-228946	101-4192-428-06	UTILITIES - D INTERNET SERVICES/DAYS OF '76	000000	405.00
01-3151	KONE CHICAGO					
		I-871563582	101-4192-422-17	PROFESSIONAL- DEC ELEV MAINT/DAYS MUSEUM	000000	192.96
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV118510	101-4192-422-21	PROFESSIONAL CHK GLYCOL LEVEL IN SYS/WELCOM	000000	157.50
01-3421	S AND C CLEANERS					
		I-01/15/25 INV 151	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-01/15/25 INV 151	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-01/15/25 INV 151	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-01/15/25 INV 151	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-01/15/25 INV 151	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-01/15/25 INV 151	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-01/15/25 INV291	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3421	S AND C CLEANERS	continued					
		I-01/15/25 INV291	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00	
		I-01/15/25 INV291	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00	
01-3977	ACE HARDWARE OF LEAD						
		I-040478	101-4192-426	SUPPLIES (4) CASTER SWIVEL/PB	000000	53.96	
01-4923	MIDWEST CONNECT						
		I-715406	101-4192-426	SUPPLIES CUSTOMER SEALING KIT-POSTG MTR	000000	60.00	
01-4944	QUADIENT FINANCE USA, I						
		I-01/06/2025	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00	
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 47,134.90	
01-0464	TYLER TECHNOLOGIES, INC						
		I-025-486744	101-4193-422	PROFESSIONAL ANNUAL SOFTWARE FEES - 2025	000000	20,158.23	
01-0510	GOLDEN WEST TECHNOLOGIE						
		I-40000117	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,701.48	
		I-431932	101-4193-434	MACHINERY/EQU 4 NEW COMPUTERS-CASEY,CSO,2-PD	000000	6,396.00	
01-4903	SQUARE 9 SOFTWAREWORKS						
		I-SIN033485	101-4193-422	PROFESSIONAL GLOBAL SEARCH RENEWAL- 2025	000000	1,069.37	
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 30,325.08	
01-0418	BLACK HILLS PIONEER						
		I-126601	101-4210-423	PUBLISHING AD IN HOLIDAY PROSPECTOR - PD	000000	125.00	
01-0433	WELLMARK BLUE CROSS BLU						
		I-01/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,242.60	
01-0467	CULLIGAN OF THE BLACK H						
		I-0022364	101-4210-424	RENTALS BOTTLED WATER & COOLER RENT	000000	106.20	
01-0508	GALLS, LLC						
		I-029990716	101-4210-426	SUPPLIES NAME TAG - POLICE	000000	17.69	
01-1331	SD MUNICIPAL LEAGUE						
		I-200001907	101-4210-427	TRAVEL SDML LEGIS. DINNER	000000	30.00	
01-1424	SOUTHSIDE SERVICE						
		I-0061249	101-4210-426	SUPPLIES 4 W'FORCE TIRES-21B DURANGO-PD	000000	960.00	
		I-0061630	101-4210-426	SUPPLIES 4 W'FORCE TIRES-'20 DURANGO-PD	000000	960.00	
01-1544	MID-STATES ORGANIZED CR						

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1544	MID-STATES ORGANIZED CR			continued		
		I-0250167-IN	101-4210-422	PROFESSIONAL 2025 MEMBERSHIP FEE	000000	150.00
01-3829	FED EX					
		I-8-722-52676	101-4210-422	PROFESSIONAL SHIPPING FEES. - POLICE	000000	18.93
01-4693	CURTIS BLUE LINE / L.N.					
		I-959034	101-4210-426	SUPPLIES NAME PATCH - POLICE	000000	14.68
01-4711	AMAZON CAPITAL SERVICES					
		C-1VGX-RHRT-GPLP	101-4210-426	SUPPLIES RTRN BRKN SAMSUNG MONITOR - PD	000000	101.94-
		I-1FCT-WM1R-JMPG	101-4210-426	SUPPLIES SAMSUNG MONITOR - POLICE	000000	129.99
		I-1LGP-X7QD-FLRK	101-4210-426	SUPPLIES MARKERS,COPY PAPER - POLICE	000000	84.98
01-5034	STURGIS RESPONDER SUPPL					
		I-1011	101-4210-426	SUPPLIES PKT KEY,FLASHLITE,TURNIQUET-PD	000000	138.92
01-5310	WAREING BELLE FOURCHE					
		I-6015374	101-4210-425	REPAIRS REPAIR 2021 DURANGO - POLICE	000000	2,502.13
		I-6016170	101-4210-425	REPAIRS REPAIR 2020 DURANGO - POLICE	000000	565.20
		I-6016807	101-4210-425	REPAIRS REPAIR 2017 DURANGO - POLICE	000000	2,129.81
				DEPARTMENT 210 POLICE	TOTAL:	22,074.19
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/25	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1761	SD REDBOOK FUND					
		I-3046	101-4221-427	TRAVEL 6 ATS ONLINE VIDEOS - FIRE DPT	000000	180.00
01-3977	ACE HARDWARE OF LEAD					
		I-40487	101-4221-426	SUPPLIES 2 JUGS KEROSENE - FIRE DEPT	000000	57.58
01-4711	AMAZON CAPITAL SERVICES					
		I-1WH3-KF49-PJD4	101-4221-427	TRAVEL 4 -ESSEN.OF FIRE FIGHTING - FD	000000	352.64
01-5058	FETTER, CHARLES					
		I-3627	101-4221-427	TRAVEL REIMBS-DUES/FIRE SVC INSTRUCTR	000000	30.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	1,275.29
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/25	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-2029	INTERNATIONAL CODE COUN					
		I-Q15.000028800	101-4232-422	PROFESSIONAL MEMBERSHIP 3/2025-3/2026/BI	000000	170.00

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 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
01-5066	LOOKOUT PLAN + CODE CON	I-25003	101-4232-422	PROFESSIONAL PLAN REVIEW FRANKLIN HOTEL/BI	000000	2,883.20
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	3,708.27
01-0418	BLACK HILLS PIONEER	I-126589	101-4310-423	PUBLISHING SNOW REMOVAL AD/PUB WORKS	000000	117.00
		I-126825	101-4310-423	PUBLISHING SNOW REMOVAL PSA/STRTS	000000	72.00
		I-126844	101-4310-423	PUBLISHING CLASSIFIED STR OPERATOR/STRTS	000000	125.00
		I-126867	101-4310-423	PUBLISHING SNOW REMOVAL PSA/STRTS	000000	72.00
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,587.59
01-0510	GOLDEN WEST TECHNOLOGIE	I-431725	101-4310-433	IMPROVEMENTS NETWORK UPGRADES/STRTS	000000	4,582.70
01-0561	SOUTH DAKOTA 811	I-SD24-03946	101-4310-422	PROFESSIONAL OCT-DEC MSG-FAX FEES/STRTS	000000	35.28
01-0575	SOUTHSIDE OIL	I-12/31/24 STATEMENT	101-4310-426	SUPPLIES 5504 GALLONS DIESEL/STRTS	000000	16,677.12
		I-12/31/24 STATEMENT	101-4310-426	SUPPLIES 5500 GALLONS FUEL/STRTS	000000	15,620.00
01-0598	SUMMIT SIGNS AND SUPPLY	I-66875	101-4310-425	REPAIRS (2) 50X12 WHT-GR REFL SIGNS/ST	000000	225.00
01-0723	NORTHERN TRUCK EQUIPMEN	I-RCI04342	101-4310-425	REPAIRS 10' CUTTING EDGE KIT/STRTS	000000	1,215.25
01-0782	JACOBS PRECISION WELDIN	I-31661	101-4310-426	SUPPLIES 3/4X1 1/2 FLAT BAR X 4'/STRTS	000000	17.15
01-2946	SUNSHINE TOWING	I-25135	101-4310-422	PROFESSIONAL TOW DUMP TRUCK TO FLOYD'S/STRT	000000	750.00
		I-25136	101-4310-422	PROFESSIONAL TOW DUMP TRUCK TO FLOYD'S/STRT	000000	750.00
01-3438	BLACKSTRAP, INC.	I-152294	101-4310-426	SUPPLIES 29.80 TONS BLACK MAGIC SALT/ST	000000	5,215.00
01-4317	VIGILANT BUSINESS SOLUT	I-3267	101-4310-422	PROFESSIONAL TESTING - STREETS	000000	394.10
01-4711	AMAZON CAPITAL SERVICES	I-1TDC-CYJJ-JPY1	101-4310-426	SUPPLIES RUBBER DOCK BUMPERS/STRTS	000000	121.95
01-4860	WEST RIVER TRAILER SALE	I-10995	101-4310-426	SUPPLIES (2) WEARSTRIP KITS/STRTS	000000	660.00

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 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5278	DARK CANYON COFFEE	I-146980	101-4310-426	SUPPLIES COFFEE-CITY HALL, STREETS, H2O	000000	29.88
01-5373	THE CBE GROUP, INC	I-CS21-83045673/0350	101-4310-422	PROFESSIONAL VEHICLE TRACKING-PW-OLD INVOIC	000000	47.37
				DEPARTMENT 310 STREETS	TOTAL:	51,314.39
01-4630	SANDER SANITATION SERVI	I-12/31/24 STATEMENT	101-4320-422	PROFESSIONAL DEC RESIDENTIAL GARBAGE	000000	12,857.58
				DEPARTMENT 320 SANITATION	TOTAL:	12,857.58
01-0418	BLACK HILLS PIONEER	I-126842	101-4520-423	PUBLISHING CLASSIFIED PARKS TECH/PARKS	000000	86.50
		I-127022	101-4520-423	PUBLISHING CLASSIFIED PARKS TECH/PARKS	000000	86.50
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	9,358.13
01-0467	CULLIGAN OF THE BLACK H	I-0022365	101-4520-426	SUPPLIES (8) 5 GAL WATER BOTTLES/PARKS	000000	57.60
01-0510	GOLDEN WEST TECHNOLOGIE	I-431725	101-4520-433	IMPROVEMENTS NETWORK UPGRADES/PARKS	000000	4,582.69
01-0776	ALBERTSON ENGINEERING,	I-21367	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK ADDENDUM #4	000000	983.72
		I-21368	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK ADDENDUM #5	000000	225.00
01-1502	BLACK HILLS CHEMICAL	I-284674	101-4520-426	SUPPLIES (49) SNO PLOW ICE MELT/PARKS	000000	587.51
		I-284677	101-4520-426	SUPPLIES (38) 45 GAL GARBAGE BAGS/PARKS	000000	1,510.88
		I-284677A	101-4520-426	SUPPLIES (2) 45 GAL GARBAGE BAGS/PARKS	000000	79.52
		I-285111	101-4520-426	SUPPLIES (4) ORG NITRILE GLOVES/PARKS	000000	79.96
01-4669	KUBOTA LEASING	I-7040387	101-4520-434	MACHINERY/EQU 4 QTRLY PYMTS SKIDSTR/PARKS	000000	5,004.64
01-5373	THE CBE GROUP, INC	I-CS21-83045673/0350	101-4520-422	PROFESSIONAL VEHICLE TRACKING-PW-OLD INVOIC	000000	47.36
				DEPARTMENT 520 PARKS	TOTAL:	22,690.01
01-0418	BLACK HILLS PIONEER	I-458 - 2024	101-4640-423	PUBLISHING NOH - CUP FOR 57 SHERMAN/P&Z	000000	29.60

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0418	BLACK HILLS PIONEER			continued			
		I-459 - 2024	101-4640-423	PUBLISHING NOH - CUP - 65 SHERMAN/ P&Z	000000	25.23	
		I-485 - 2024	101-4640-423	PUBLISHING ORD.#1411 - AMEND ZONING MAP	000000	29.12	
01-0433	WELLMARK BLUE CROSS BLU						
		I-01/01/25	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07	
01-5052	AVID4 ENGINEERING						
		I-23-123.18	101-4640-422	PROFESSIONAL EASEMENTS/TRAILS/ROGERS	000000	1,000.00	
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,739.02
					FUND 101 GENERAL FUND	TOTAL:	213,349.92

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

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-01/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1331	SD MUNICIPAL LEAGUE	I-200001907	206-4550-427	TRAVEL SDML LEGIS. DINNER	000000	30.00
01-1562	MIDWEST TAPE, LLC	I-506498427	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	17.24
		I-506555091	206-4550-434	COLLECTION DE HOOPLA DIGITAL COLLECTION-LIBR	000000	177.07
DEPARTMENT 550 LIBRARY					TOTAL:	879.38
FUND 206 LIBRARY FUND					TOTAL:	879.38



1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-126438	209-4510-423	PUBLISHING WINTER SPORTS PREVIEW/REC	000000	54.00
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	982.60
01-1502	BLACK HILLS CHEMICAL	I-285093	209-4510-426	SUPPLIES GLOVES-SHAMPOO-TP-TOWEL/REC	000000	522.75
01-1827	MS MAIL	I-14975	209-4510-426	SUPPLIES (500) ORANGE PARKING PASSES/RE	000000	30.00
01-3151	KONE CHICAGO	I-871563581	209-4510-422	PROFESSIONAL DEC ELEVATOR MAINT/REC	000000	185.54
01-4711	AMAZON CAPITAL SERVICES	I-1GMR-1GL3-9C76	209-4510-426	SUPPLIES (20) GOGGLES/REC CENTER	000000	199.80
01-5347	NORTHERN HILLS SPAS	I-1032	209-4510-426	SUPPLIES 50 SQFT ELEMENT/REC CENTER	000000	90.00
DEPARTMENT 510 REC CENTER					TOTAL:	2,064.69
01-0475	DEADWOOD CHAMBER & VISI	I-01/15/2025	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 1/14/2025	000000	21,294.61
		I-01/15/2025	209-4980-422	PROFESSIONAL EV.CMPLX BILL LIST- 1/14/2025	000000	5,606.25
01-5199	CRAIG MATTSON, LLC	I-01/02/2025	209-4980-429	OTHER 2025 LOBBYIST FEE	000000	20,040.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	46,940.86
FUND 209 BED & BOOZE FUND					TOTAL:	49,005.55

1/17/2025 4:50 PM  
PACKET: 06917 COMBINED - 1/22/25  
VENDOR SET: 01  
FUND : 213 BID #1-6  
DEPARTMENT: 630 BID  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-01/15/2025	213-4630-423	MARKETING	BID 1-6 BILL LIST- 1/14/2025	000000 65,661.65
				DEPARTMENT 630	BID	TOTAL: 65,661.65
				FUND 213	BID #1-6	TOTAL: 65,661.65

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 573 HP HISTORIC INTERPRETATIO  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2934	SD PLANNERS ASSOCIATION	I-00423	215-4573-325	HIST. INTERP. MEMBERSHIP RENEWAL	000000	50.00
01-3558	DEADWOOD HISTORY, INC.	I-122624	215-4573-310	HIST. INTERP. PRESENTATIONS/PROGRAMMING	000000	15,000.00
		I-32799	215-4573-325	HIST. INTERP. DORA DUFRAN SCULPTURE	000000	25,000.00
01-4711	AMAZON CAPITAL SERVICES	I-1CKV-X63R-DHMV	215-4573-335	HIST. INTERP. MONITOR & KEYBOARD	000000	334.98
		I-1KTD-1KD6-JW1M	215-4573-335	HIST. INTERP. WIRELESS MOUSE & TRAVEL HUB	000000	93.99
01-5044	BOZELL, JOHN R.	I-122924	215-4573-335	HIST. INTERP. ANALYSIS OF BONES - FOUR POINT	000000	2,500.00
01-5052	AVID4 ENGINEERING	I-23-123.18	215-4573-335	HIST. INTERP. GPR MEMO	000000	125.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 43,103.97
01-0429	BLACK HILLS ENERGY	I-POWER 12/31/2024	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	14.92
		I-POWER 12/31/2024	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00
01-0539	LEAD-DEADWOOD SANITARY	I-01/02/25 CONSUMPT	215-4575-505-05	142 SHERMAN S DEADWOOD SENIOR CENTER	000000	22.00
01-2791	LITTLE SPEARFISH CONSER	I-112724	215-4575-520	GRANT/LOAN PR ANDERSON HOMESTEAD RESTORATION	000000	1,812.00
01-4739	TWIN CITY HARDWARE-HP P	I-3158	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	184.31
		I-3210	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	265.49
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 2,313.72
01-0510	GOLDEN WEST TECHNOLOGIE	I-40000117	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS/ HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,	I-21380	215-4576-600	PROFES. SERV. 85 CHARLES FOUNDATION	000000	100.00
		I-21381	215-4576-600	PROFES. SERV. TAYLOR ST RW & SIDEWALK	000000	300.00
		I-21382	215-4576-600	PROFES. SERV. REC CNTR PUMP ROOM	000000	364.00
01-2394	GUNDERSON, PALMER, NELS	I-137741	215-4576-620	PROFES. SERV. LEGAL SVCES	000000	1,007.56
01-5052	AVID4 ENGINEERING					

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5052	AVID4 ENGINEERING			continued		
		I-23-123.18	215-4576-600	PROFES. SERV. AZURE TROUBLESHOOTING	000000	562.50
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		3,349.06
01-0563	RCS CONSTRUCTION					
		I-202432.2F	215-4577-705	CAPITAL ASSET LIBRARY GARDEN 100% COMPLETE	000000	23,450.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2597	215-4577-715	CAPITAL ASSET COLD CERAMIS CARTRIDGE AKROPS	000000	74.99
		I-2924	215-4577-775	CAPITAL ASSET VALVE AKROP BLDG	000000	19.99
		I-2940	215-4577-775	CAPITAL ASSET KEYS CUT AKROP BLDG	000000	11.97
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		23,556.95
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,179.36
01-1331	SD MUNICIPAL LEAGUE					
		I-200001907	215-4641-427	TRAVEL SDML LEGIS. DINNER	000000	30.00
01-5249	BLUE-JONES, LEAH					
		I-102324	215-4641-427	TRAVEL MILEAGE TO CONFRNC BOX ELDER	000000	26.70
01-5278	DARK CANYON COFFEE					
		I-146980	215-4641-426	SUPPLIES COFFEE-CITY HALL, STREETS, H2O	000000	119.50
				DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:		3,355.56
				FUND 215 HISTORIC PRESERVATION TOTAL:		75,679.26

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-0558	NHS OF THE BLACK HILLS								
		I-2024-12	216-4653-422	PROFESSIONAL SERVICING CONTRACT-INTERIM	000000	3,000.00			
		I-2024-4.1	216-4653-960	CLOSING CO CLIENT CREDIT RECORDS	000000	193.85			
01-1496	LAWRENCE CO. REGISTER O								
		I-01072025	216-4653-960	CLOSING CO RECORD MRTG SATISF #CHPSIDWRT	000000	30.00			
01-3239	NAMMINGA, LYNN								
		I-122724	216-4653-962-08	FOUNDATION GR 12 LINCOLN - NAMMINGA	000000	1,057.40			
01-3943	BLACKBURN FOUNDATION RE								
		I-122724	216-4653-962-08	FOUNDATION GR 12 LINCOLN NAMMINGA	000000	3,172.20			
01-4004	VISIONS HOME IMPROVEMEN								
		I-11572849	216-4653-962-01	SPECIAL NEEDS 326 WILLIAMS - ABRAMS	000000	10,000.00			
01-5051	SODAK TITLE								
		I-OE-0623-24	216-4653-960	CLOSING CO WOLFE-HALVORSEN CLOSING COST	000000	120.00			
					DEPARTMENT 653	REVOLVING LOAN	TOTAL:	17,573.45	
					FUND	216	REVOLVING LOAN	TOTAL:	17,573.45

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0510	GOLDEN WEST TECHNOLOGIE	I-431725	602-4330-433	IMPROVEMENTS NETWORK UPGRADES/WATER	000000	4,582.69
01-0539	LEAD-DEADWOOD SANITARY	I-01/02/25 EQR	602-4330-422	PROFESSIONAL JAN EQR/WATER	000000	18,961.40
01-0561	SOUTH DAKOTA 811	I-SD24-03946	602-4330-422	PROFESSIONAL OCT-DEC MSG-FAX FEES/WATER	000000	35.28
01-5278	DARK CANYON COFFEE	I-146980	602-4330-426	SUPPLIES COFFEE-CITY HALL, STREETS, H2O	000000	29.87
01-5373	THE CBE GROUP, INC	I-CS21-83045673/0350	602-4330-422	PROFESSIONAL VEHICLE TRACKING-PW-OLD INVOIC	000000	47.36
DEPARTMENT 330 WATER						TOTAL: 27,573.27
FUND 602 WATER FUND						TOTAL: 27,573.27

PACKET: 06917 COMBINED - 1/22/25  
VENDOR SET: 01  
FUND : 607 HISTORIC CEMETERIES  
DEPARTMENT: 580 HISTORIC CEMETERIES  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-7505	607-4580-426	SUPPLIES PASTPORT CONTRIBUTION 2025/MM	000000	500.00
		I-7518	607-4580-426	SUPPLIES 2025 VAC GUIDE AD PARTNER/MM	000000	917.40
01-3558	DEADWOOD HISTORY, INC.					
		I-32796	607-4580-426	SUPPLIES COOP AD TRU WEST J-F 2025/MM	000000	341.67
		I-32798	607-4580-426	SUPPLIES COOP AD GP LOCAL ACT-TRAIL/MM	000000	728.00
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2024-205	607-4580-422	PROFESSIONAL 2025 MM CEM IMPROVEMENTS/MM	000000	8,070.00
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 10,557.07
					FUND 607 HISTORIC CEMETERIES	TOTAL: 10,557.07

1/17/2025 4:50 PM  
 PACKET: 06917 COMBINED - 1/22/25  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 360 PARKING/TRANSPORTATION  
 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-01/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	4,155.61
		I-01/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-0510	GOLDEN WEST TECHNOLOGIE	I-431725	610-4361-433	IMPROVEMENTS NETWORK UPGRADES/TROLLEY	000000	4,582.70
01-1502	BLACK HILLS CHEMICAL	I-284815	610-4361-426	SUPPLIES GLEM GLS CLEANER-SURE STEP/TRO	000000	360.80
01-1503	BLACK HILLS SPECIAL SER	I-37798	610-4361-422	PROFESSIONAL DECEMBER CLEANING/TROLLEY	000000	2,400.00
01-2427	HOMETOWN MANUFACTURING	I-INV09	610-4361-426	SUPPLIES PNEUMATIC SWITCH-SHIPPING/TROL	000000	107.40
01-5295	WAREING STURGIS	I-5026844	610-4361-426	SUPPLIES RING-ABS SENSING/TROLLEY	000000	321.34
01-5314	VERIZON CONNECT FLEET U	I-318000068388	610-4361-422	PROFESSIONAL OCT DASHCAM-VEH TRACK/TROLLEY	000000	179.50
		I-380000064444	610-4361-422	PROFESSIONAL NOV DASHCAM-VEH TRACK/TROLLEY	000000	179.50
		I-627000065493	610-4361-422	PROFESSIONAL DEC DASHCAM-VEH TRACK/TROLLEY	000000	179.50
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	10,597.14
01-0429	BLACK HILLS ENERGY	I-POWER 12/31/2024	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	29.92
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/25	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1331	SD MUNICIPAL LEAGUE	I-200001907	610-4362-427	TRAVEL SDML LEGIS. DINNER	000000	30.00
01-3151	KONE CHICAGO	I-871563581	610-4362-422	PROFESSIONAL DEC ELEVATOR MAINT/RAMP	000000	185.53
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	900.52
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	15,653.27



PACKET: 06917 COMBINED - 1/22/25

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-DEC-011725	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,836.14
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 2,836.14
				FUND	722 SALES TAX AGENCY	TOTAL: 2,836.14

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL CITY SLOT PAYMENT

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-01/14/25	723-4000-429	OTHER CITY SLOTS - PYMT 7, YR 1	000000	32,386.36
					DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:	32,386.36
					FUND 723 NICKEL CITY SLOT PAYMENT TOTAL:	32,386.36

PACKET: 06917 COMBINED - 1/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-12/31/	725-4000-429	OTHER EXPENSE #8200017030 - TIF #8	000000	1,006.94
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	1,006.94
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	1,006.94
					REPORT GRAND TOTAL:	512,162.26

**RESOLUTION NO. 2025-05  
DESIGNATING THE OFFICIAL NEWSPAPER FOR THE  
CITY OF DEADWOOD.**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approves that the Black Hills Pioneer shall be and the same is hereby designated as the official newspaper of the City of Deadwood for the term of January 1, 2025 to December 31, 2025.

Dated this 6th day of January, 2025.

City of Deadwood

---

David Ruth Jr., Mayor

ATTEST:

---

Jessicca McKeown, Finance Officer

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



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

**MEMORANDUM**

**Date:** January 31, 2025  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2025 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2025 (attached). The maintenance agreement runs from April 5, 2025, through April 4, 2026. This is the annual fee and provides upgrades, maintenance, and technical support for the software. This office is working closely with Avid4 Engineering and ESRI to utilize current technology by converting our licenses to an on-line platform which will allow greater integration into other departments and additional users within those departments. The breakdown, shown below, represents the current configuration but may change slightly as this transformation to on-line usage develops. This represents the maximum price for this year's annual maintenance agreement.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

<b>Historic Preservation</b>		
Server	ArcGIS for Desktop Advanced	\$3,475.00
Single	P, Z & HP Officer	\$460.00
Concurrent	Archivist	\$580.00
ArcGIS	Business Analyst	\$500.00
Server	ArcGIS Enterprise Server	<u>\$5,900.00</u>
<i>Subtotal</i>		\$10,915.00
<b>Public Works</b>		
Concurrent	Public Works Station	\$810.00
Single	Public Works Director	<u>\$460.00</u>
<i>Subtotal</i>		\$1,270.00
<b>Planning &amp; Zoning</b>		
Concurrent	Building Inspector	\$580.00
ArcGIS	Online Viewer	\$125.00
Concurrent	Zoning Coordinator	<u>\$580.00</u>
<i>Subtotal</i>		\$1,285.00
<b>Parking &amp; Transportation</b>		
ArcGIS	GeoEvent Server (Trolley Tracker)	\$5,725.00

**GIS Maintenance Total \$19,195.00**

**Recommended Motion:** *Move to approve the various departments share of the GIS Maintenance package for 2025 at a total cost of \$19,195.00, as budgeted.*



Esri Inc  
380 New York Street  
Redlands CA 92373

## Subject: Renewal Quotation

**Date:** 01/04/2025  
**To:** Kevin Kuchenbecker  
**Organization:** City of Deadwood  
Planning & Preservation Office  
**Fax #:** 605-578-2084 **Phone #:** 605-578-2082

**From:** Alan Chrest  
**Fax #:** 909-307-3083 **Phone #:** + 19093692857 Ext. 2857  
**Email:** achrest@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26259339  
Document Date: 01/04/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup> 380 New York Street  
 Redlands, CA 92373  
 Phone: + 190936928572857  
 Fax #: 909-307-3083

# Quotation

**Date:** 01/04/2025

**Quotation Number:** 26259339

City of Deadwood  
 Planning & Preservation Office  
 102 Sherman St  
 Deadwood SD 57732-1309  
**Attn:** Kevin Kuchenbecker  
**Email:** kevin@cityofdeadwood.com  
**Phone:** 605-578-2082  
**Customer Number:** 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Alan Chrest

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796	3,475.00	3,475.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796	810.00	810.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796	580.00	1,740.00
3010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance	460.00	920.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936928572857  
Fax #: 909-307-3083

# Quotation

Page 2

**Date:** 01/04/2025      **Quotation Number:** 26259339

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796		
4010	1	153147 ArcGIS Online Viewer User Type Annual Subscription Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796	125.00	125.00
5010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/05/2025 End Date: 04/04/2026	5,900.00	5,900.00
6010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 04/05/2025 End Date: 04/04/2026	5,725.00	5,725.00
7010	5	178625 ArcGIS Business Analyst Web App Standard Online Annual Subscription Start Date: 04/05/2025 End Date: 04/04/2026 Subscription ID: 1726450796	100.00	500.00
			<b>Item Subtotal</b>	19,195.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 19,195.00</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**





**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936928572857  
Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 01/04/2025    **Quotation No:** 26259339    **Customer No:** 272559

Item	Qty	Material#	Unit Price	Extended Price
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Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

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:** January 17, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** DOT “Think” Sign Program Opt-out

---

The “Think” sign at the intersection of Main Street and Pioneer Way was removed on Tuesday, January 7, 2025. This was assumed to be an unauthorized installation as the City's unwritten policy has been to not allow these signs within the city limits. Furthermore, the Department of Transportation did not notify the City of the said sign as outlined in their policy. It was assumed by City staff that Deadwood had opted out of the program like many of the neighboring communities.

The DOT “Think” sign program allows a local government to opt out of the program and request not to participate under DOT-OS-OT-6.1 policy. This action must be formalized by the City Commission with the South Dakota Department of Transportation. Deadwood will join the following Black Hills communities who have opted out of the program: Belle Fourche, Lead, Rapid City, Spearfish, and Sturgis.

The City of Deadwood has received complaints in the past regarding these types of signs. Keeping a vibrant healthy community image along with roadway safety and motorist distractions are some of the reasons the city has chosen not to participate.

Unfortunately, motor vehicle crashes leave a lasting and devastating impact on the families and friends of the victims. However, if every victim was marked with this type of sign and memorials along Deadwood’s roadways it could become a visual clutter and distraction for motorists and could increase safety issues.

City staff has worked with the family to place a memorial bench near the site of the tragedy. City staff are also working on guidelines and policies for the creation of a memorial bench program.

OFFICE OF  
**Mayor**  
**David R. Ruth, Jr.**  
Telephone (605) 578-2600



DEADWOOD CITY HALL  
102 Sherman Street  
Telephone (605) 578-2600  
Fax (605) 578-2084

January 9, 2025

Jesse Nelson  
SD Department of Transportation  
PO Box 1970  
Rapid City, SD 57709

Re: "Think" Sign Program

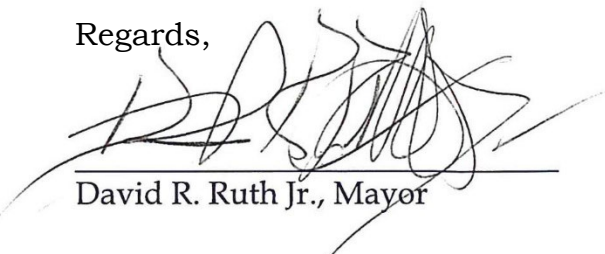
Dear Mr. Nelson,

On behalf of the City of Deadwood, we are contacting you regarding the "THINK" - Fatal Crash Marker sign program. We recognize the lasting devastating impact on families and friends of the loss of life in a motor vehicle crash and appreciate the Department of Transportation's program to bring attention to these crashes.

However, the City of Deadwood would like to be listed and recognized as a non-participating governmental agency for the above-mentioned program within the city limits of our community. Our primary concern is safety due to the potential distraction to motorists with the number of other traffic control signs within our urban environment.

Please feel free to contact me if you need any additional information. Thank you for your assistance regarding this matter.

Regards,

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

cc: Department Heads, City of Deadwood  
File

# South Dakota Department of Transportation

<b>Policy Title:</b>	<b>Fatal Crash Markers</b>		
<b>Policy Number:</b>	DOT-OS-OT-6.1	<b>Effective Date:</b>	06/01/2021
<b>Next Review Date:</b>	06/01/2026	<b>Policy Year Cycle:</b>	5
<b>Policy Owner:</b>	Operations Traffic	<b>Supersedes</b>	DOT-OS-OT-6.0, S-4-89, OT-01-88

## Policy

The South Dakota Department of Transportation (SDDOT) erects fatal crash markers (also known as Think signs) at State Highway System locations where fatal crashes have occurred since January 1, 1979. SDDOT furnishes Fatal Crash Markers to be placed by local governments on their roads. The SDDOT will remove Fatal Crash Markers installed on the State Highway System if any family member of a crash victim objects.

## Persons Affected

Division of Operations

## Purpose

To outline the SDDOT policy for fatal crash markers erected by the SDDOT at locations where fatal crashes have occurred since January 1, 1979.

## Procedure

- I. **Determining Fatal Crash Marker Locations**
  - A. After receiving notice of a fatal crash location from the Department of Public Safety's Accident Records Office, the **Region Traffic Engineer** begins the process of installing a Fatal Crash Marker on the State Highway System at the location where the fatality occurred.
  - B. For fatal crashes occurring on county roads, notice of a fatal crash is sent by the Department of Public Safety's Accident Records Office to the County Highway Superintendent and the Region Traffic Engineer. The **Region Traffic Engineer** will provide a Think sign to the appropriate local government upon request.
    - a. Not all counties participate in the program. Some non-participating counties will not install Fatal Crash Markers at all, where others will only install them upon request from the family. Any requests for Fatal Crash Markers on a County highway should be sent to the appropriate County Highway Superintendent.
    - b. **NON-PARTICIPATING COUNTIES:** Aurora, Bennett, Brown, Brule, Clark, Clay, Corson, Faulk, Haakon, Hamlin, Hughes, Hutchinson, Jackson, Pennington, Perkins, Roberts, Spink, Union, Custer State Park.
  - C. For fatal crashes occurring on city streets, notice of a fatal crash is sent by the Department of Public Safety's Accident Records Office to the Region Traffic Engineer. The **Region Traffic Engineer** forwards the notice to the appropriate City Agency.



- a. Not all cities participate in the program. Some non-participating cities will not install Fatal Crash Markers at all, where others will only install them upon request from the family. Any requests for Fatal Crash Markers on local roads within a community should be sent to the appropriate City Agency.
  - b. NON-PARTICIPATING CITIES OR TOWNS: Aberdeen, Belle Fourche, Brookings, Huron, Lead, Madison, Rapid City, Spearfish, Sturgis, Vermillion, Watertown, Webster, Yankton.
- D. The **Region Traffic Engineer** will return the postcard that is sent with the notice of a fatal crash to the Accident Records Office after the marker has been installed.
- E. Requests may come in for installation of a Fatal Crash Marker for a crash that occurred in the past. These should come from an immediate family member and should be forwarded to the appropriate **Region Traffic Engineer** to coordinate installation of the marker.
- a. Fatal Crash Markers will not be installed on the state highway system for crashes that occurred before January 1, 1979.

## II. Erecting, Maintaining, Removing, or Replacing Fatal Crash Markers on the State Highway System

### A. The **Highway Maintenance Supervisor**:

1. Erects Fatal Crash Markers one foot inside the right of way, as close as practical to the location of the crash.
  - a. At locations with multiple fatalities, place one marker for each person killed. Fatal Crash Markers should be parallel with the right of way line at intervals of approximately 10 feet.
  - b. The Fatal Crash Marker location may be adjusted if roadway geometrics or other conditions prevent installation at the actual crash site. Minor adjustments may be made for visibility of the marker from at least one direction of travel where steep inslopes or other conditions are present. Such markers must still be located outside the clear zone and at a distance greater than the deflection amount behind barriers.
2. Notify the Region Traffic Engineer that a Fatal Crash Marker has been installed for a specific fatality on the State Highway System.
3. Expedite removal of the marker if an immediate family member of the crash victim objects.
4. Leave other Fatal Crash Markers in place until they are no longer in satisfactory condition because of sign face damage or deterioration.
5. Take the Fatal Crash Marker down when it is in unsatisfactory condition.
6. Take all Fatal Crash Markers down, regardless of condition, when the section of highway is reconstructed to new standards.
7. Do not replace removed Fatal Crash Markers unless requested to do so by a family member. [This includes any that are missing because of unauthorized removal.]

**Signatures**


---

  
\_\_\_\_\_  
Joel Jundt, Secretary of Transportation

9-27-21  
Date

  
\_\_\_\_\_  
Craig Smith, Director, Operations Division

9/21/2021  
Date

  
\_\_\_\_\_  
Anthony Ondricek, Construction and Maintenance Engineer

9/9/2021  
Date

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



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

## MEMORANDUM

---

**DATE:** January 21, 2025

**TO:** City Commission

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

**RE:** Conditional Use Permit Application – Withdrawal – 20 Cliff Street

---

### STAFF FINDINGS:

On December 11, 2024, an Application for a Conditional Use Permit and an application fee of \$500.00 was received by the Planning and Zoning department. The request was for a Dwelling Unit, Single Family at 20 Cliff Street and was submitted by potential buyers of the property. The buyers are interested in having an office on the main floor of the building, while converting the basement into a Dwelling Unit that will be occupied, on occasion, by the owner of the main floor office.

While reviewing the application, it was determined that a Dwelling Unit, for Hired Personnel Only was the appropriate designated use for the property, which is in a CH – Commercial Highway zoning district. Per 17.40.020 (T), a Dwelling Unit, for Hired Personnel Only is a Use By Right within a CH – Commercial Highway zoning district, and therefore, no Conditional Use Permit is required.

As a result, the Application for Conditional Use Permit has been withdrawn from consideration by the Planning and Zoning department. A refund of the application fee will be processed.

---

### RECOMMENDED ACTION:

Acknowledgment of the Withdrawal of Conditional Use Permit Application for 20 Cliff Street and request for refund.

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:** January 17, 2025  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Funding Request for Legislative Deadwood Day Meal Cost

---

The City of Deadwood and the Historic Preservation Commission sponsor will be sponsoring a lunch during the South Dakota Legislative session. This year's event will be on Friday, January 24, 2025. The Branding Iron Bistro, Pierre, SD, is catering the meals for this event.

Staff is requesting the Historic Preservation Commission recommend to the City Commission to hiring the Branding Iron Bistro to provide lunch for a cost of \$2,931.25 during Deadwood Day at the capital.

**Recommended Motion: *Recommend to the City Commission to \$2,931.25 in expenditures associated with Deadwood Day at the Capitol including hiring the Branding Iron Bistro to provide lunch on January 24 2025, to be paid out of Visitor Management Advocate line item (215) 4572-235.***



**Bonny Anfinson**

---

**From:** Pamela Metzinger <brandingironbistro@icloud.com>  
**Sent:** Wednesday, January 8, 2025 1:25 PM  
**To:** Bonny Anfinson  
**Subject:** Re: Labels

Sent from my iPad

On Jan 8, 2025, at 10:06 AM, Bonny Anfinson <Bonny@cityofdeadwood.com> wrote:

Hi Bonnie! The sack lunches will be \$15.75 per person and that will include trayed desserts for them to pick individually from - we will provide mini cheesecakes (4 assorted flavors) and bars (Ultimate brownie bar, Blondie bar, strawberry swirl cheesecake bar, and lemon lover's bar) we will plan for 1.5 servings per person for the desserts since they will be helping themselves and they are a petite serving. Also included in the sacks will be napkins and condiments.

Add'l service charge for delivery and set up. \$175.00

Total quote for 175 ppl = \$2,931.25 (tax exempt)

Please let me know if you have any questions. Thank you for once again choosing the Branding Iron Bistro for your event.

Respectfully,

Pamela Metzinger  
Branding iron Bistro

Please let

We will be doing lunch on Friday, January 24, 2025, in the Presidents and Speakers Lobbies. Assorted sandwiches with regular chips, dessert, coffee, tea and lemonade. You will need to be set up before 11:00 a.m. Let me know what desserts you have come up with.

Please send me a quote so I can get an official approval.

Thank you.

Bonny

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
KONE, INC. RE: DEADWOOD PARKING GARAGE, 630 BROADWAY, DEADWOOD**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota hereinafter referred to as "CITY," and KONE, INC., with its principal place of business located at One KONE Court, Moline, Illinois, 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 elevator located at 630 Broadway, Deadwood, South Dakota, in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

**WHEREAS**, the CITY has accepted the quote from the CONTRACTOR that provides compensation in an amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide removal and replacement of the elevator located at 630 Broadway, Deadwood, South Dakota;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;

- 6. CONTRACTOR shall fully execute the work described in the and Contract Documents;
- 7. 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 CITY;
- 8. 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 Parking and Transportation Director before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of 1/13/2025, 2025.

CONTRACTOR:

KONE, Inc.

By: DocuSigned by:  
Jeff Blum  
2F5D2628E7C64C2...

Its: Jeff Blum Senior Vice President

KONE's acceptance is expressly conditioned upon the inclusion of the attached KONE Proposal & Attachments the terms of which, in the event of a conflict, shall supersede and prevail.



# KONE INC.

## *Acceptance Letter (New Equipment)*

Date: 01/10/2025

KONE Reference Number: 6810659

Project Name: Deadwood Parking Garage

Project Location: Deadwood, South Dakota

Dear, City of Deadwood

KONE Inc. (KONE) is extremely pleased to be afforded this opportunity to collaborate with your organization.

Enclosed are signed copies of the agreement between City of Deadwood and KONE dated 01/10/2025 ("Agreement"). Our acceptance of the Agreement is conditioned upon the incorporation of KONE's Bid Letter dated 12/16/2024, including Bid Attachment A and Bid Attachment B (collectively "Proposal"), which is hereby made a part of the Agreement. In the event of a conflict, the order of precedence shall be: (1) clarifications in this Acceptance Letter, (2) the Proposal and (3) Agreement. The terms included herein shall be deemed accepted by you upon our commencement of the work.

Any referenced documents not provided to KONE by you prior to KONE's execution of the Agreement shall not be included as part of the Agreement.

Under separate cover, we are supplying a certificate of insurance evidencing the insurance maintained by KONE conditioned upon the understanding that this reflects the extent of insurance coverages that KONE is required to provide on this Project. Any insurance policy and/or coverage provided by KONE will remain in effect until the earlier of either completion of KONE's work on the Project, or expiration or termination of this Agreement.]

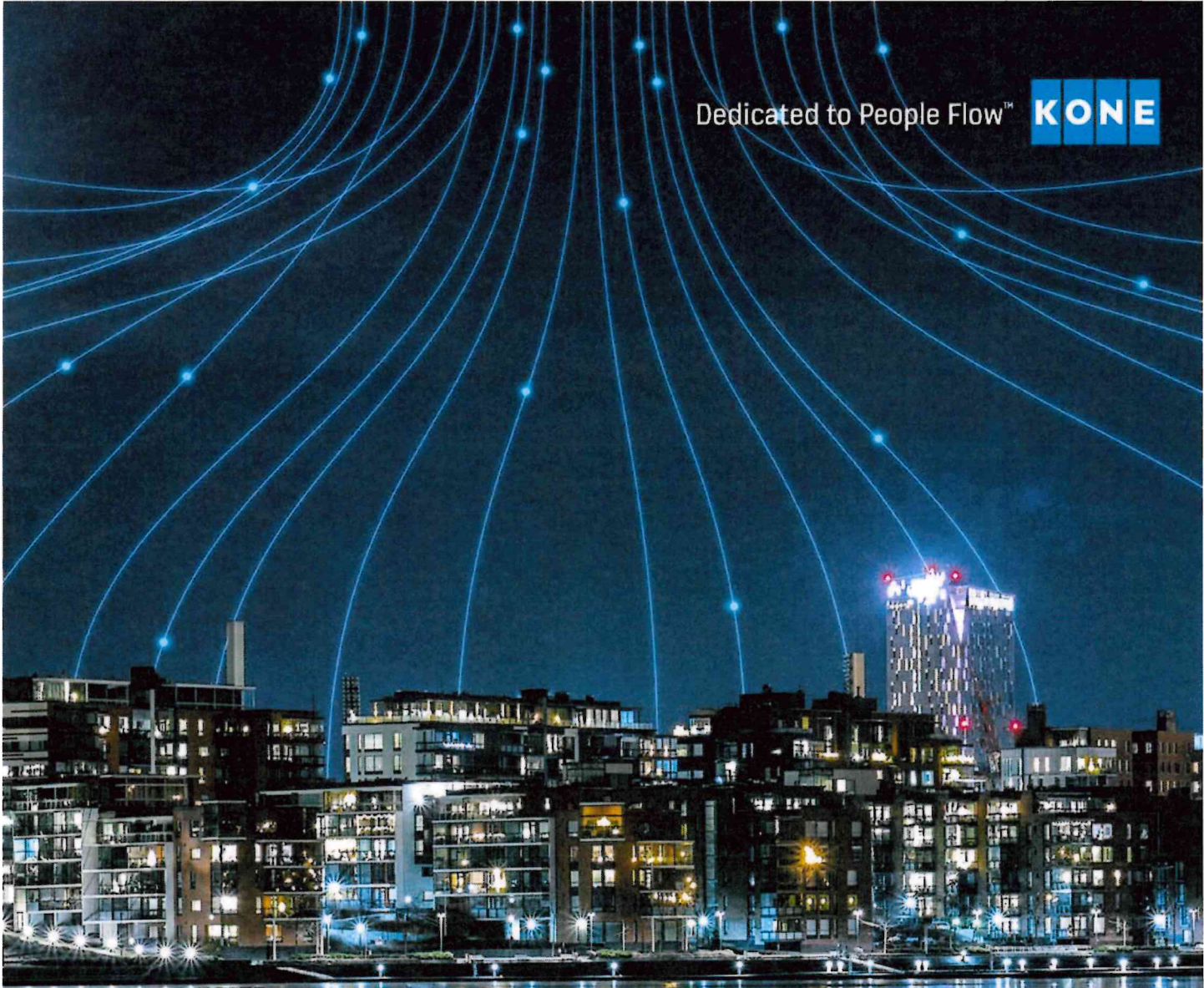
If there is a wrap up insurance program on this Project, KONE will participate; provided however, KONE shall not be required to provide a credit for its participation, or to share copies of its insurance policies, loss runs, insurance rates, or any other information KONE considers confidential. The insurance requirements contained in the wrap up program's manual shall govern as the only insurance requirements for this Project. In no event shall KONE's deductible contribution exceed \$25,000 per occurrence. In the event that the wrap up program is terminated, KONE will provide insurance as described in the aforementioned paragraph which shall satisfy the insurance requirements for this Project. This clarification shall apply to the Project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents.

We look forward to a successful working relationship with you.

Sincerely,

KONE Inc.





Proposal for

# Deadwood Parking Garage

CITY OF DEADWOOD  
Attention: Lornie Stalder

KONE People Flow Solution Proposal  
12/16/2024



**KONE Inc.**  
Des Moines Office

9715 M Street  
Omaha, NE, 68127  
Mobile (402) 990-1220  
Work (402) 990-1220  
jason.crees@kone.com  
[www.kone.us](http://www.kone.us)

## 1. Proposal

Lornie –

We are pleased to enclose, for your review and consideration, KONE's proposal to fully replace your equipment located at the following address: Deadwood, South Dakota.

- This proposal is based on 2025 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 13-14 weeks per unit for full replacement + 1 weeks for inspection.

The existing equipment, as outlined below, will be replaced in accordance with the explanation provided herein. Where additional items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is". The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	<input type="checkbox"/> Elevator	Price
<input type="checkbox"/> MKOF FRB MonoSpace 500 23.2-1	1 x KONE MonoSpace 500 DX	3500 lbs / 150 fpm	Landings: 4 Entrances: 4 front / 0 rear		
<b>Total Sales Price, net including TAX</b>					<b>\$ 550,000.00</b>

## 2. Validity of proposal

If provided, our proposal is based on the architectural drawings and specification (Division 14) and meets the general intent of the project. In case of any differences or contradictions between the contents of the documents contained in KONE's Tender Document, the Project Drawings or the Project Specifications, the KONE Tender Document shall prevail. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements / Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document, this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.





### 3. Your Solution

#### Elevator Technical Specification

MKOF FRB MonoSpace 500 23.2-1

##### Base solution

KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	3500
Speed (fpm)	150
Travel height (ft)	30 ft 1 in
Stops	4
Front entrances	4
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	A
Value (IP) (SDS)	0
Regulations	ASME A17.1-2019
KONE Environmental Product Declarations	<a href="https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/">https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/</a>

##### Shaft construction

Shaft size (W x D) (ft)	8 ft 4 in x 6 ft 11 in
Pit depth (ft)	5 ft 0 in
Clear Height under Ceiling (ft)	12 ft 4 in
Headroom Bracket attach type B side	Expansion anchor, concrete (10)
Headroom Bracket attach type D side	Expansion anchor, concrete (10)

##### Mechanical components & machinery

Power supply, machinery (V / Hz)	208 / 60
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##### Car and doors

Car size (WxDxH) (in)	6 ft 0.0472 in wide x 5 ft 8.5039 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in
Controller location	1st floor





**Design Group 1 - MKOF FRB MonoSpace 500 23.2-1**



Rear and Side walls

Front and Side walls



Do you want to see the design in 3D view?  
Click below

[→ KONE CAR DESIGNER](#)



<https://cardesigner.kone.us/#/doc/902a4f5e-210a-4fac-be36-57eaa38d6abc>

**Materials and design**

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist.



**Elevator MKOF FRB MonoSpace 500 23.2-1**

Car walls	Scottish Quad - Textured Stainless Steel
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting, round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 2 lb/ft2
Handrail	Round, straight ends (HR61) #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Protection pads	KONE standard pads and hooks included
Door type	Single-speed, center-opening
Entrance equipment	New entrances and hoistway doors will be provided. Fire rating shall be UL fire-rated for 1-1/2 hour.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Metallic Black with White mark
Jamb mounted destination indicator	Not Included
Signalization Series	KSS 140 vandal resistant signalization

**Additional Options**

Hall/Lobby panel included	No
Operation of car ventilation	KONE Standard Fan
Regenerative drive	Yes

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
4 Front	4	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
3 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
2 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
1 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator



#### 4. Project-Specific Clarifications

Our bid is subject to a full and complete survey of the existing elevator. If there are any deviations from the provided plans, our price is subject to change.

Our bid includes the required general contractor items with exception of the fire alarm system. Connection to the existing system or any required upgraded/new fire alarm system is to be provided by the owner.

Our bid is based on completion by 11/30/2025.

Our bid is based on removing the existing elevator and installing a new traction, machine room-less elevator. This option is less expensive than modernizing the existing elevator.

Please review the included finishes and features.

Our bid includes removing the existing entrance door frames. We will need to cut a larger rough opening for installing the new frames. Our bid includes infilling the rough opening with CMU block in lieu of grout/concrete.

Our bid excludes the following items:

- We do not include any Fire Alarm work including conduit work and testing.
- We do not include any upsizing of the existing electrical feeders for the elevator.
- We do not include any transformers or confirmation/reconfiguration of the existing power feed.
- We do not include any hazardous materials abatement, if required.
- We do not include any emergency power or ATS work.
- We do not include any sprinkler work.

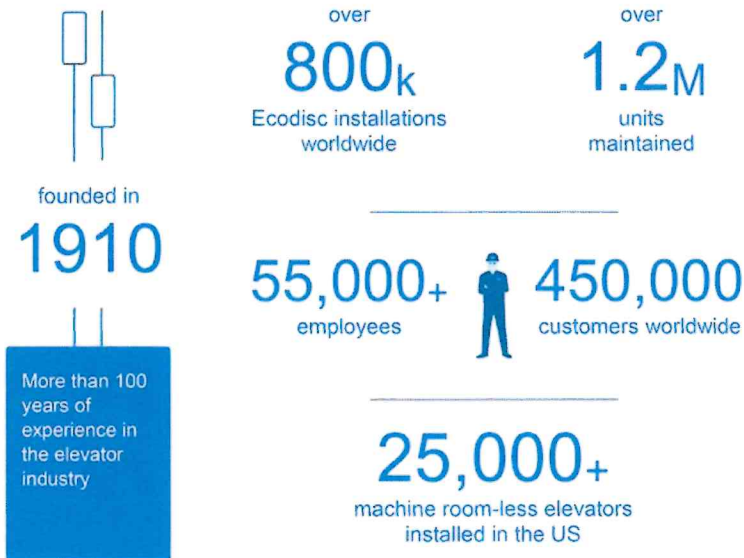


## 5. Why KONE?

### KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



### KONE MonoSpace®

Replacement of in-ground hydraulic elevator system(s) or geared traction elevators systems(s) with a flexible machine room-less traction elevator solution offers many benefits:

- Excellent eco-efficiency – oil-free hoisting technology, lighting and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator adds to your building's value.



### KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



Read more at [kone.us/connected](http://kone.us/connected)

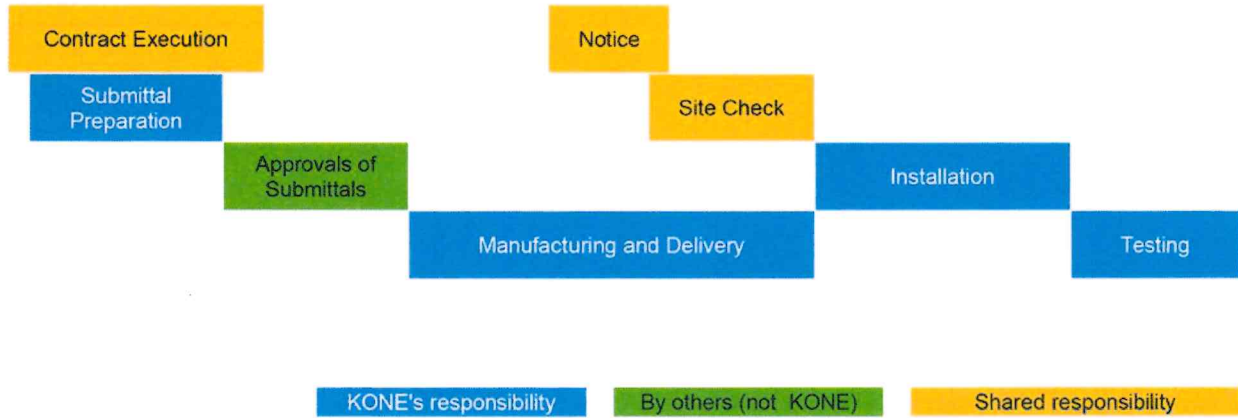




## 6. Ensuring Project Success

### Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Task	Duration	Description
Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	15 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	13-14 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.



## Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment "B" / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

## Warranty / maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.





**Price Adjustment**

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

**Payment terms**

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

- 30%            Engineering & Site Management
- 50%            Material
- 20%            Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

**Sourcing**

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.

**Confidentiality**

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

**Completion**

**The price is based on KONE completing its work by December 31, 2025**, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

**Storage/delivery/remobilization**

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$1,600 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.



## Operator time

**No operator time is included in this proposal.** If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$250/hour for straight time or \$500/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

## Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

## Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

## Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

## Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

## Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.





## 7. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Deadwood Parking Garage Mono Flex

Proposal No: T-0007313267

Site Address: , Deadwood, South Dakota,

Total Sales Price: \$550,000.00

### Customer

CITY OF DEADWOOD

Date

Signature

Printed name



## Appendix 1: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

### 1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

### 2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

### 3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

### 4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

### 5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in- place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the

In the event of such delays, KONE shall be entitled to an extension in





equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

#### 6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

#### 7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM) or other hazardous materials (i.e., lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required for KONE to perform its work shall be the customer's sole responsibility and expense. Prior to the execution of the contract, the owner and/or the general contractor are responsible for providing written notification to KONE of the existence of HazMat in any location where KONE's work will be performed. Should the customer require elevator personnel to position/reposition the elevator equipment to allow the customer's abatement company to perform abatement work, KONE will present a separate proposal for additional work to the customer.

#### 8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

#### 9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals, which are only in English, with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

#### 10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

#### 14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any

time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

#### 11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

#### 12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

#### 13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

#### 18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching





other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

#### 15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

#### 16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

#### 17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

#### 19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

#### 20. PRICE ADJUSTMENT

If the materials are manufactured more than twelve months after the Contract date, KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping. Further, KONE shall be entitled to an equitable adjustment in the Price for any increase in costs resulting from any change in law or tariffs.

#### 21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

#### 22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



## Appendix 2: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

### 1. GENERAL

Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.

Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.

All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser’s responsibility. Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.

Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.

Provide and install finished elevator cab flooring. Owner must provide certification that flooring meets flame spread and smoke density requirements. (ASMEbA17.1/CSA B44 sec 2.14.2.1).

Our proposal includes tear out of existing elevator equipment unless stated otherwise in our proposal. Remove of entrances, if required, is by others unless stated otherwise in our proposal.

KONE is unable to estimate the amount of on-site mechanic labor required to coordinate the work of other trades unless stated otherwise in the proposal. Thus, KONE has not included any additional time and/or costs (outside of the equipment installation and inspection time) for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of the contract time and/or additional costs incurred by additional time expended for coordination with other trades.

Fire extinguisher inside machine room.

Minimum clear machine room height of 7’-0”/2130mm.

If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

### 2. SAFETY

Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.

Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.

Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lbs/2250 kg load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE-provided 4” x 4” x 3/8” (100mm x 100mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10”/254mm from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost on US installations only.

Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.

### 3. CONTROL SPACE/MACHINE ROOM

Provide a code-compliant, fire-rated, control space/machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent fire-rated door must be self-closing, self-locking, and require a key to open from outside.

Provide or maintain fire rating as required by building code.

Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65F/18C degrees and 95F/35C degrees. Maximum allowed humidity is 95% non-condensing.

Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power.





Must have adequate temporary or permanent lighting for installation purposes. Suitable lighting that provides a minimum of 19 ftc at floor.

Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings.

Provide a clean and dry elevator machine room.

If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.

**4. ELECTRICAL**

A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.

A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.

Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.

GFI 120 VAC convenience outlets in machine room and pit.

Separate outlet in the pit area if a sump pump is installed.

Telephone line service brought to the elevator machine room for emergency communication device.

Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.

Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.

If required by building code, standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Where applicable, provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools.

Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings.

Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is

Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current-limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

**5. HOISTWAY**

Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2"/50 mm and may not be less than the clear dimensions detailed (tolerance: -0"/-0mm + 2"/50mm). Provide or maintain fire rating as required by building code.

Our tender is contingent on the results of a laser survey of the elevator hoistway performed by KONE to determine suitable hoistway conditions.

Patching of all holes in hoistway walls with fire rated material.

Beveling all ledges within hoistway measuring over 4"/100mm.

Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.

A guarded light fixture and light switch in pit. Switch must be located 42"/1065mm above the lowest landing floor level.

A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m3/h) per elevator.

Elevator hoistway ventilation to the outside atmosphere as required by building code.

Provide a legal, dry and clean pit, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).

power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators, shall be protected by construction having a fire-resistance rating of not less than 2 hours (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR ANY APPLICABLE LOCAL CODES).



exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.

If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).

When entrances are being replaced, arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates.

Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.

When entrances are being replaced, provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. Note: Traditional angle or concrete sill support is not required.

If the control space is located remote from the elevator hoistway top landing the following may apply:

1. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
2. Provide suitable lighting in or above the machine space access with light switch located within 18"/457 mm of strike jamb side of access space door where practical. When permitted by state and local code the light switch should also control the machine space lighting.
3. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby

Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).

Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.

**6. FIRE SERVICE**

Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.

Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.

Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12"/305mm of each sprinkler head.

**7. ACCESS INTEGRATION/SECURITY**

Our proposal includes KONE logic and possible requested provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.

Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.

Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.

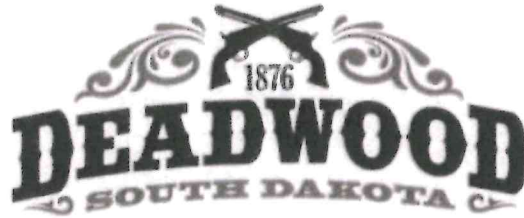
A designated 115V 15A circuit is required at each of the remote monitoring stations.

KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.



City of Deadwood  
100 Sherman Street  
Deadwood, SD 57732

Phone: (605) 578-2623  
Fax: (605) 578-1095



**TAXI BUSINESS APPLICATION - \$750.00 Fee**

I am aware of, and was given a copy of the City of Deadwood Taxi Regulations as well as read and understand the City of Deadwood Taxi Regulation: \_\_\_\_\_

Name of Company Owner/Manager

Renewal      New Application      For Year: 2025

**Business**

Business Name (as will appear on license): Northern Hills Taxi LLC

Business Address: 45 1st Street, Lead South Dakota 57754

Business Phone: 605-717-1717

Business Phone: 605-717-1717

SD Sales Tax Number: 33-1794134 (ETW#)      ← Verified by City Finance Office  
SD Sales Tax number → License # → 1041-8387-ST

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

Name: N/A      Address: N/A

Name: N/A      Address: N/A

Name: N/A      Address: N/A

**Person Completing Application**

Applicant Name: Northern Hills Taxi LLC / Jessie Carsten - owner

Home Address: 45 1st STREET, Lead South Dakota 57754

Home Phone/Cell Phone: 605-641-9375      Date of Birth: 10-01-1981

Is applicant also the contact person?       Yes      No      If not, who is the contact person for this application:

Contact Name: Jessie CARSTEN      Address: 45 1st STREET Lead SD 57754

Home Phone/Cell Phone: 605-641-9375 (cell phone)

Location from which the vehicle(s) will operate: Deadwood, SD / Lead SD



Number of vehicles proposed to be operated: 1 Insurance Company: Hub Intl Plain Progressive Insurance  
Policy Number: 990361324 Expiration Date: United Financial Casualty Company

Previous experience in motor vehicle transportation business: 15 plus years

**Vehicle Information-Additional \$200.00 fee per vehicle after the first, maximum of five.**

Year	Make	Model	License Plate Number	Vin Number
2013	GMC	Yukon SLT	66710 C	1gKSAKE73D0339958

**Vehicle Inspection**

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

Inspection or Service Record Received: \_\_\_\_\_  
Date Received Signature of City Staff Receiving Application

**City License Plate Decals Provided**

Numbers Issued: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_

Application made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X Jessie L Carsten  
Applicant's Signature

\_\_\_\_\_

**TO BE COMPLETED BY THE CITY OF DEADWOOD**



NORTHERN HILLS TAXI LLC  
NORTHERN HILLS TAXI  
45 1ST ST  
LEAD, SD 57754-1009

January 13, 2025

Below is your current South Dakota tax license.

Please review this card. Please contact our department if there are any changes in ownership, names, or addresses.

If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System.

**Website:** <http://dor.sd.gov>  
**SD EPath:** <http://dor.sd.gov/EPath>

**Taxpayer Assistance Number:** 1.800.829.9188  
**Email:** [bustax@state.sd.us](mailto:bustax@state.sd.us)

**Streamlined Sales Tax Website:** [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org)

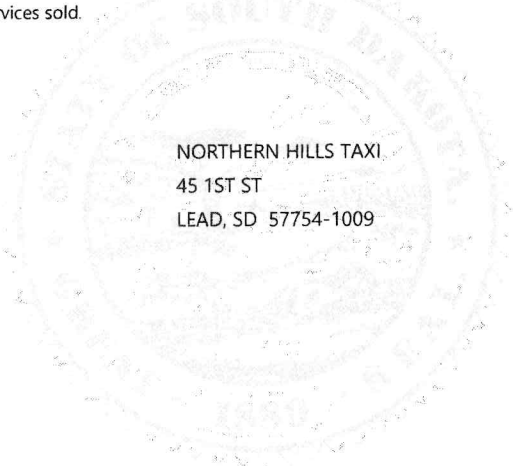


<http://dor.sd.gov>

ISSUE DATE: 11/12/2024  
EXPIRATION DATE:  
LICENSE NUMBER: 1041-8387-ST  
LICENSE TYPE: Sales Tax  
ISSUED TO:

NORTHERN HILLS TAXI LLC  
45 1ST ST  
LEAD, SD 57754-1009

This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.



NORTHERN HILLS TAXI  
45 1ST ST  
LEAD, SD 57754-1009

Mike Houdyshell  
Secretary of Revenue

NON-TRANSFERABLE

fares based on one address pickup, one address drop off  
 per minute for additional wait time (3 minutes & up)  
 .50 per mile beyond destinations listed

*NORTHERN HILLS TAXI - 714-266-2230*  
 Lawrence County Sheriff 578-2230  
 Deadood Police 578-2623  
 Lead Police 584-1615

Vomit clean up fee \$250.00

Destination	Base Fare per person	Addl Passengers
Lead - in town	\$5.00	2 person min.
Deadwood to mnt view Sub	\$ 10.00	4 person min.
Deadwood - in town	\$5.00	2 person min.
Between Lead & Deadwood	\$ 20.00	1 person min.
The Lodge at Deadwood	\$ 5.00	2 person min.
Mile Hi	\$ 5.00	2 person min.
Black Hills Inn	\$ 9.00	2 person min.
GILDED MOUNTAIN	\$ 10.00	2 person min.
Louies from deadwood	\$ 10.00	2 person min.
Maitland Road (.25 miles)	\$ 8.00	3 person min
Maitland Road (up to switchbacks)	\$ 15.00	5 person min
SHIRT TALE GULCH AREA	\$ 8.00	3 person min
Recreational springs	\$ 10.00	5 person min
Strawberry Hill B & B	\$ 10.00	5 person min
White Tail Court	\$ 10.00	5 person min
Boondocks	\$ 15.00	5 person min
Boulder Canyon Golf Course	\$ 21.00	5 person min
Cheyenne Crossing	\$ 10.00	5 person min
Deer Mountain	\$ 10.00	5 person min
LARKSPUR AREA	\$ 8.00	3 person min
Spearfish Airport	\$ 10.00	5 person min
Spearfish Exit 14	\$ 10.00	5 person min
Steel Wheels	\$ 10.00	5 person min
Terry Peak	\$ 10.00	5 person min
Wal Mart - spfsh	\$ 28.00	2 person min.
BHSU	\$ 35.00	2 person min.

Destination	Base Fare	Addl Passengers
Spearfish Exit 10 & 12	\$ 10.00	5 person min
Sturgis Downtown	\$ 10.00	5 person min
Whitewood	\$ 10.00	5 person min
powder house	\$ 10.00	5 person min
Rochford	\$10.00	5 person min
Spearfish Canyon Lodge	\$10.00	5 person min
Spearfish Exit 8	\$ 40.00	5 person min
Trout Haven	\$65.00	5 person min
Belle Fourche	\$65.00	5 person min
Beula, WY	\$65.00	5 person min
Black Hawk	\$ 100.00	5 person min
Rapid City - Downtown	\$125	5 person min
Rapid City - Rushmore Mall	\$ 125.00	5 person min
Sundance	\$125.00	5 person min
Crazy Horse	\$125.00	5 person min
Hill City	\$120.00	5 person min
Keystone	\$125.00	5 person min
Mt Rushmore	\$125.00	5 person min
Rapid City Airport (2 psgrs)	\$ 145.00	\$ 25.00
Elsworth AFB	\$125.00	\$25.00
Buffalo Chip	\$50.00	5 person min
Ft Mead	\$50.00	5 person min
Newell	\$100.00	5 person min
Custer	\$125.00	\$25.00
Devil's Tower WY	\$140.00	\$25.00
Newcastle WY	\$150.00	\$25.00

Xcrawl LLC maintenance report

Northern Hills Taxi

2013 GMC Yukon XL  
VIN # 1GKS2KE73DR339958  
Lic plate # 66710 C

	Brakes	Tune up	Signals	Tires
Steering				
Good	Good	Good	Good	Good

Xcrawl LLC has inspected above vehicle(s) are in good working order, maintained and are fit for the road.



01/10/2025

Owner: Justin Millard

# Your ID Cards

Keep these cards handy—in your wallet or glove compartment—and contact us if you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And you always have a choice where to repair your vehicle, when you use a shop in our network, we'll guarantee the repairs for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

FOLD PAGE ALONG P

**INSURANCE IDENTIFICATION CARD - South Dakota**

**Policy Number:** 990361324      **NAIC Number:** 11770  
**Effective Date:** 12/31/2024      **Expiration Date:** 12/31/2025  
**Policy Type:** Commercial  
**Insurer:** United Financial Casualty Company 1-800-444-4487  
 PO Box 94739 Cleveland, OH 44101

**Named Insured(s):**  
 Northern Hills Taxi LLC  
**Your Agent:**  
 HUB INTL GREAT PLAIN 1-701-239-4647  
 3220 4TH ST E #201  
 WEST FARGO, ND 58078

Year	Make	Model	VIN
2013	GMC	YUKON XL	1GKS2KE73DR339958

Manage your policy anytime  
 with just a few clicks at  
**[agent.progressive.com](http://agent.progressive.com)**

FOLD PAGE ALONG P



## Deadwood Volunteer Fire Department

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

January 13, 2025

To: Mayor of Deadwood

And Deadwood City Commissioners

From: Deadwood Volunteer Fire Department

Subject: Pipeline Emergency Response Training

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The Deadwood Vol. Fire Dept. is requesting to send the following members to the SDPA Pipeline Emergency Response Training in Rapid City, SD. This would be on February 3, 2025. The following firefighters are Charles Fetter, John Beck, Mike Klumm, Sarah Van Tassel, Jeremy Van Tassel, Don Gifford, Anita Knipper. Also asking for approval to use a city vehicle (Truck#4). This is a free class and the meal is provided at no cost.

Also on February 4, 2025 to send Firefighters Jeff Millard and Mike Runge to the SDPA Pipeline class in Belle Fourche, SD

Sincerely,

Alex Hamann

Fire Chief

Charles Fetter

Fire Technician

City of Deadwood/ Deadwood Fire Dept

**NOTICE OF PUBLIC HEARING  
ST. PATRICK'S DAY  
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE AND WAIVER OF  
VENDING FEE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held January 21, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Open Container:**

Friday March 14, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday March 15, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 12:00 p.m. to 10:00 p.m.

**Main Street Closure:**

Pub Crawl: Main Street closure from Wall Street to Pine Street from noon on Saturday, March 15 to 6:00 a.m. Sunday, March 16, 2025.

Parade: Main Street closure from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 15 from noon until parade ends.

Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, March 15 from 10:00 a.m. to 6:00 a.m. on Sunday, March 16, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp.

**Request to Waive Banner Fee:**

For Parade on Saturday March 15, 2025.

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

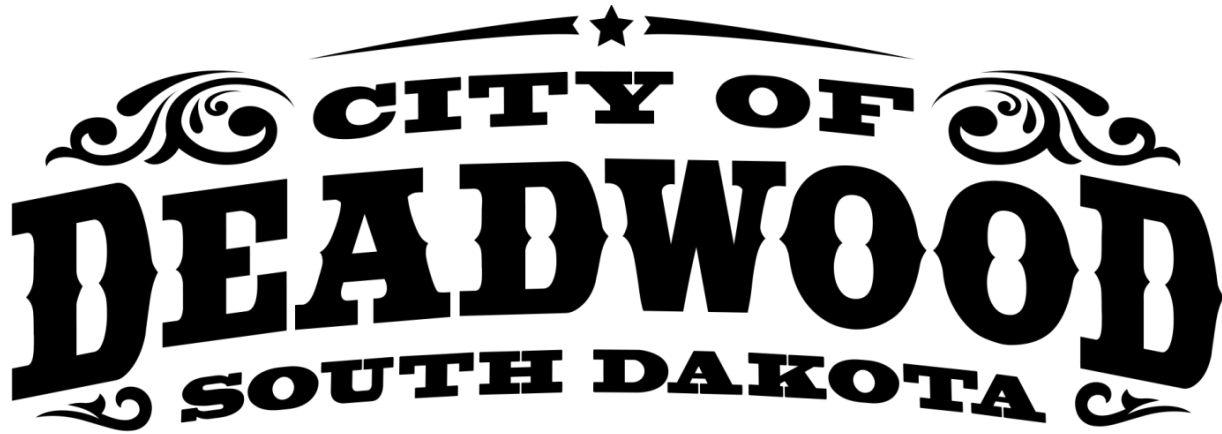
Dated this 6th day of January, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: January 9, 2025

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





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

**St Patrick's Pub Crawl 2025**

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**Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

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

Event Title: St Patrick's Pub Crawl 2025

Event Date(s): March 14-15 2025 Total Anticipated Attendance: 8000  
(month, day, year)

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

Actual Event Hours: (from: Noon AM / PM (to): 6am AM / PM

Location / Staging Area: Main Street

Set up/assembly/construction 3/15/25 Start time: Noon AM / PM

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

Dismantle Date: 3/16/25 Completion time: 6am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Pine Street 3/15 Noon to 6am

Half of Lower Main St. from 624 main to 604 Main 3/15 10am to 10pm. Barricade in place by 10am

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

### OPEN CONTAINER

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

Date: <u>3/14/25</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>3/15/25</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deawood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Jesse Allen Business Phone: (605) 210-1780

Address: 501 Main St. Deadwood SD 57732  
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 591-9171 Fax #: (    )

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

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

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

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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

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

**OVERALL EVENT DESCRIPTION:  
ROUTE MAP/ SITE DIAGRAM/ SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

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Pub Port, Parade and Pub Crawl 3/14-3/15 2025

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Parade 3/15/25 Tin Lizzie to Pine Street noon-1pm

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Wall to Pine noon 3/15/25 to 6am 3/16/25

---

Open container 3/14/25 5-10pm 3/15/25 noon-10pm zone 1-2

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Request to waive float banner fees.

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Badlands area businesses are requesting to barricade a section of Lower Main in front of the businesses located from 624 Main St. (Wild Bill Bar) to 604 Main St (The Nugget) The city has stated that they have enough barricade to cover the area. Barricades will be 6-8ft apart. Barricades will be a minimum of 12ft and a maximum of 16ft from the curb. Closure would be 3/15/25 10am to 6am 3/16/25 with barricade in place by 10am 3/15/25.

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**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- NO YES
- Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

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

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

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

Please describe how food will be served at the event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

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

**SAFETY / SECURITY / ACCESSIBILITY**

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

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

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

NO YES  
  Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security

Security Organization Address: 11089 Sonma Rd Belle Fourche SD 57717  
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605 210-1780

NO YES  
  Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: JA

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

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Chamber newsletter and social media \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

- Will **sound amplification** be used?  
 If **YES**, please indicate: Start Time: noon AM / PM – Finish Time: 1:30pm AM / PM

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

Please describe the sound equipment that will be used for your event: \_\_\_\_\_  
 Parade float sound \_\_\_\_\_

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

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

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

- Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
 Local and social media \_\_\_\_\_

NO YES

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

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted October 7, 2024



**INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605 ) 578-3456 Policy Number: GP350GL008-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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


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

**AFFIDAVIT OF APPLICANT**

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

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

Name of Applicant (PRINT): Jesse Allen Title: Event Coordinator

 Date: 12/3/24

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
DEADWOOD BLUES FESTIVAL  
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE AND WAIVER OF  
VENDING FEE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held January 21, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Open Container:**

Saturday, July 12, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 12 to 2:00 a.m. on Sunday, July 13, 2025.

Siever Street: Closure from 12:00 a.m. on Saturday, July 12 to 3:00 a.m. on Sunday, July 13, 2025.

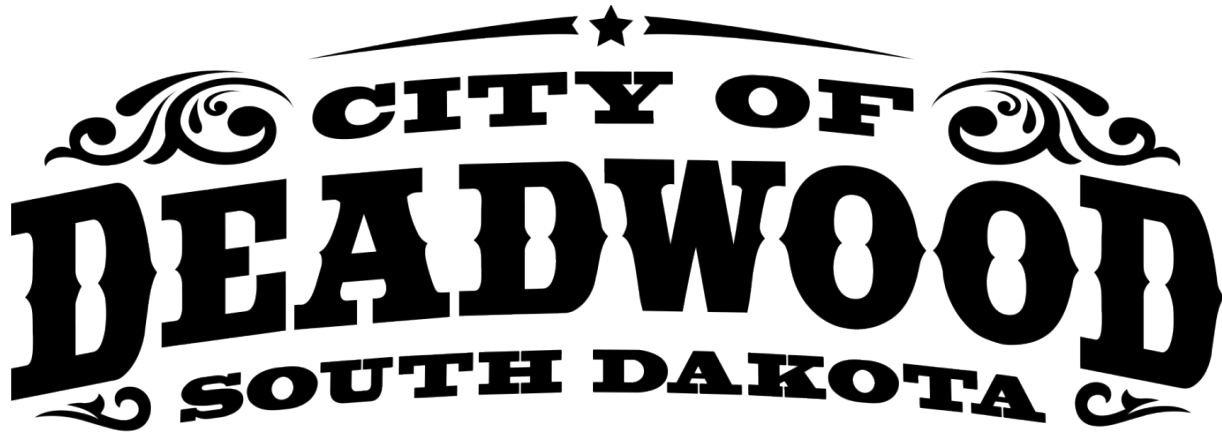
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 6th day of January, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: January 9, 2025

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



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

## **Deadwood Blues Festival**

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### **Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

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

Event Title: Deadwood Blues Festival

Event Date(s): July 11-13, 2025 Total Anticipated Attendance: 3,500+  
(month, day, year)

(# of Participants 115 # of Spectators 3,500)

Actual Event Hours: (from: 5pm on 7/11/25 AM / PM (to): 3pm on 7/13/25 AM / PM

Location / Staging Area: Various venues in Deadwood, primarily Outlaw Square

Set up/assembly/construction Deadwood St from Main to Pioneer Way Start time: 7am on 7/12/25 AM / PM

Please describe the scope of your setup / assembly work (specific details): Load in and install concert production equipment band gear, fencing, chairs, beverage stations, merch tents very similar to the Deadwood Live concerts that were held in Outlaw Square during the summers of 2021-2023

Dismantle Date: Evening of 7/12/25 into 7/13/25 Completion time: 2am 7/13/25 AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St from Main to Pioneer Way from 7am on 7/12/25 until 2am on 7/13/25 for production loan in, load out and show. And Siever St from Pine to Deadwood from 12am 7/12/25 until 3am on 7/13/25 for band vehicles if needed.

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

### OPEN CONTAINER

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

Date: 7/12/25 Times: 12pm - 10pm Zone: 1-2

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Blues Fest LLC (dba Deadwood Blues Festival)

Chief Officer of Organization (NAME): Randy Brown

Applicant (NAME): Deadwood Blues Festival Business Phone: ( 605-210-1780 )

Address: 715 Main Street, Deadwood SD 57732  
(city) (state) (zip code)

Daytime phone: ( 605 ) 415-2946 Evening Phone: ( 605 ) 415-2946 Fax #: ( \_\_\_\_\_ )

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

Name: N/A

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

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): Tickets will be required to attend the performances and will be priced in the \$49 dollar range for entry level/general admission standing room, up to a top level with the pricing TBD based on cost of confirmed talent and VIP upgrades.

**OVERALL EVENT DESCRIPTION:  
ROUTE MAP/ SITE DIAGRAM/ SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Deadwood Blues Fest will be a three day music event utilizing various venues throughout town. This application pertains only to the main concert held at Outlaw Square on Sat 7/12. We are requesting Deadwood St closure from 7am 7/12 to 2am 7/13 for set up, concert and tear down and Siever St from 12am on 7/12 to 3am 7/13 for bus, semi and truck parking. Our crew will install weighted, temporary black fencing, chairs, bike rack, portable bars, and all the signage needed for guests to have a safe and enjoyable concert experience. Our tentative schedule for the show is: Doors at 5pm, opening band at 6pm, co-headliners follow with all amplified sound ending prior to the hard 10pm curfew. As detailed in this application we have contracted with professional security, will secure an ambulance onsite, and will fully comply with all open container and other ordinances required for the event. Beer and wine will be sold. A map of Outlaw Square showing gates, seating, bars, etc is attached.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| NO                                  | YES                                 |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>General festival merchandise such as t-shirts, koozies, posters, stickers, etc.</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |

Adopted October 7, 2024



**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**: We have contracted with Fritz Carlson and Badlands Security. We will coordinate adequate personnel to safely and smoothly execute the event.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: The Outlaw Square is fully ADA compliant and we will reserve a section of seating for those with disabilities.

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

NO YES  
  Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security, Fritz Carlson

Security Organization Address: 11089 Snoma Rd, Belle Fourche SD 57717  
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

NO YES  
  Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: The internal lighting in Outlaw Square should be sufficient.

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

Number TBD Ambulance(s) – How provided? To be cntracted with DWD Hospital/Monument Health and/or DVFD

Number TBD Emergency Medical Technicians – How provided? To be cntracted with DWD Hospital/Monument Health and/or DVFD

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

Acknowledge acceptance with initial: RB

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

Acknowledge acceptance with initial: RB

Adopted October 7, 2024



## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: In person conversations with the businesses adjacent to Outlaw Square.

---

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 3

Type of Music: Blues

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 6pm AM / PM – Finish Time: 10pm AM / PM

- Will **sound check** be conducted prior to the event?  
If **YES**, please indicate: Start Time: approx 1pm AM / PM – Finish Time: approx 3pm AM / PM

Please describe the sound equipment that will be used for your event: Powerhouse/Depot Music has been contracted to provide professional sound on par with other large concerts held in Outlaw Square

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

- Are any signs, banners decorations or special lighting be used? If **YES**, please describe: Directional and informational banners, sponsor banners, and a full concert lighting package provided by Powerhouse/Depot Music.

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Deadwood Blues Festival is joining the Deadwood Chamber of Commerce and will utilize their services in addition to targeted digital, geofencing, radio and print campaigns.

NO YES

- Will there be any live media coverage during your event? If **YES**, please explain:  
All local/regional media will be invited to cover the event.

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

NAME: Randy Brown PHONE: 605-415-2946

Adopted October 7, 2024

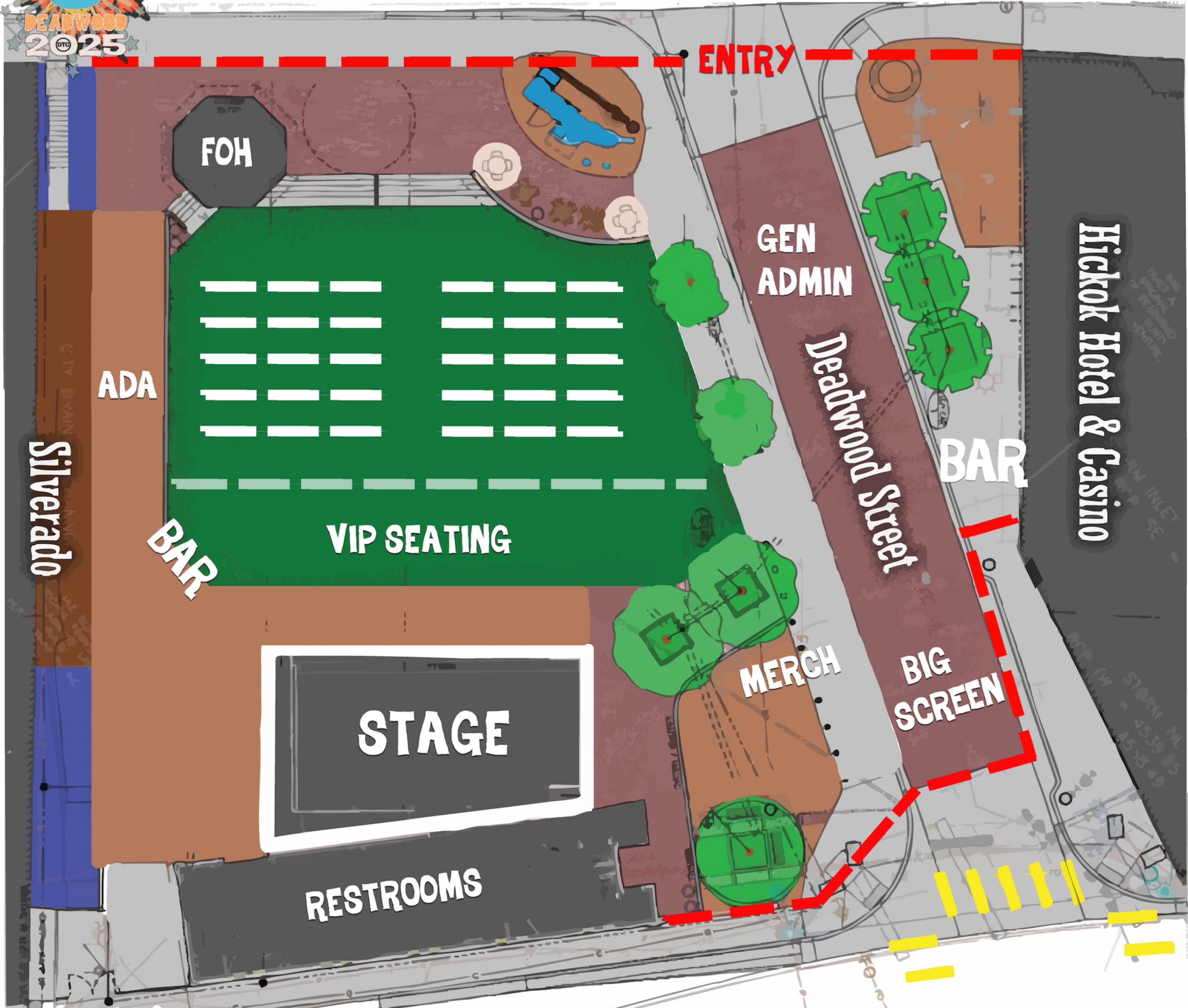






# OUTLAW SQUARE

<< MAIN STREET >>



# DEADWOOD BLUES FESTIVAL

<< HIGHWAY 85 >>



**RESOLUTION NO. 2025 - 06**

**RESOLUTION OF INTENT TO  
CONTINUE BUSINESS IMPROVEMENT DISTRICTS, AND  
ESTABLISH RATES FOR 2019 FOR BUSINESS IMPROVEMENT DISTRICTS**

**WHEREAS**, Business Improvement Districts Nos. 1-6 have been created and Business Improvement District Boards appointed since August of 1990 and re-appointed and continued through the current date; and

**WHEREAS**, such Business Improvement Districts Boards have recommended and the City Commission has accepted plans and occupation tax assessments for the calendar years 1991 through 2025; and

**WHEREAS**, the Business Improvement District Boards have recommended continuation of Business Improvement Districts Nos. 1, 2, 3, 4, 5, and 6 and have recommended the amount of the Business Improvement Tax Levy; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Deadwood that the City hereby declares its intent to continue Business Improvement Districts No. 1, 2, 3, 4, 5, and 6 with the boundaries of the Districts as follows:

Business Improvement District No. 1: All lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and lodging rooms located within the city limits of Deadwood, applied to all gaming devices and lodging rooms located in the city limits and affiliated with or have common ownership with any gaming establishments or property.

Business Improvement District No. 2: All other lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

Business Improvement District No. 3: All lodging establishments, and bed and breakfast establishments within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

**BE IT FURTHER RESOLVED** that the City of Deadwood declares its intent to establish 2019 Occupation Tax Levies as follows:

1) The estimated monies to be raised by the Business Improvement Districts in 2025 is \$511,495.00; the estimated costs for the expenses, improvements, activities, and promotions within the Business Improvement Districts are as follows:

A. Business Improvement Districts No. 1, 2, 3, 4, 5, and 6:

Administrative and legal expenses	\$ 15,000.00
Deadwood Chamber of Commerce and Visitors Bureau - Marketing	\$ 440,495.00
Contingency	<u>\$ 56,000.00</u>
<b>TOTAL</b>	<b>\$ 511,495.00</b>

2) The imposition of the General Occupation Tax for the six Districts for 2025 shall be as follows:

- A. District No. 1: Tax at the rate of \$125.00 per year or \$6.25 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines. Lodging establishments shall pay \$75.00 per year per room or \$.25 per square foot per lodging units using three hundred (300) square feet for each room.
- B. District No. 2: Tax at the rate of \$50.00 per year or \$2.50 per square foot on twenty (20) square feet for each gaming device, slot machine, or table game, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.
- C. District No. 3: Tax at the rate of \$75.00 per year per room or \$.25 per square foot per year for lodging establishments using three hundred (300) square feet for each room.
- D. District No. 4: Tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty (20) square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the city of Deadwood.

E. District No. 5: Tax at the rate of \$75.00 per year or \$3.75 per square foot on twenty (20) square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines.

F. District No. 6: inactive.

3) That the levies shall be billed and collected monthly by the City Finance Officer with the annual levy to be paid in monthly installments due on the 10<sup>th</sup> day of each month beginning with the first installment due in the Finance Office on January 10, 2025 with a fifteen (15%) percent late charge to be added for all past due charges.

4) That the taxes as set forth in paragraph 2 above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the first day of January, 2025 for the first six months of 2025, and as of the first day of July, 2025, for the second six months of 2025, with adjustments to be made for the licenses added or deleted on the first day of the month following the addition or deletion.

**BE IT FURTHER RESOLVED** that amounts raised from the imposition of the occupation taxes set forth above are projected to be in the amount of five hundred eleven thousand, four hundred ninety-five dollars (\$511,495.00)

**BE IT FURTHER RESOLVED** that first reading of an Ordinance #1415 will be before the City Commission of the City of Deadwood, South Dakota, on January 21 2205 at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the business occupation tax levy for 2025. The Deadwood Chamber of Commerce has given notice of the hearing to each occupant or user of space or property owner located in the proposed Districts.

Dated this 21st day of January, 2025.

City of Deadwood

ATTEST:

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

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

**CITY OF DEADWOOD  
ORDINANCE 1416**

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

AMENDMENT

13.04.020 Definitions

As used in this chapter:

"Account" means a service address which receives water and/or sanitation services.

"City" means Deadwood, South Dakota.

"Commercial account" means any account which conducts business with regular business hours, or which services two or more single-family residences in the same building.

"Current month" means the period between the date the city sends out bills and the close of business on the ~~twenty-seventh~~ ~~twenty-fifth~~ day of the same month. When the ~~twenty-seventh~~ ~~twenty-fifth~~ day of the month is a holiday, the applicable day will be the following business day ~~twenty-fourth~~. When the ~~twenty-seventh~~ ~~twenty-fifth~~ day falls on a weekend, the applicable day will be the following Monday ~~preceding Friday~~.

"Customer" means any person, partnership, or corporation who has one or more accounts with the city.

"Owner" means any natural person, partnership, corporation, business entity, trustee, heirs, successors, assigns, administrators or executors which have the right to possess and use any property to the exclusion of others.

"Premises" means any real or personal property served or capable of being served by any city service. The term includes but is not limited to houses, buildings, mobile homes and trailers.

"Residential account" means any account which is a single-family dwelling.

"Sixty (60) days past due" means any account which has an outstanding balance for the current and the preceding month at the close of the current month.

(Ord. 1177 (part), 2012)

**SECTION 2:** AMENDMENT “13.04.030 Rules” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

13.04.030 Rules

- A. All active customers will be billed monthly. Any customer who desires to pay on another schedule, i.e., bi-monthly, quarterly, semi-yearly, or yearly will have to pay ahead and monitor itself. Any billed amount unpaid prior to the next month's billing cycle shall be considered delinquent. A late payment charge of ten (10) percent shall be assessed on the current unpaid balance of a delinquent account per month of delinquency, and shall compound each month thereafter unpaid.
- B. The city will run past due notices of those customers who will be sixty (60) days past due at the end of the current month.
  - 1. Notice of intended termination will be sent to customers with information on procedures to contest the termination;
  - 2. These notices will be mailed on the sixteenth day of each month;
  - 3. If the past-due condition is not paid by the end of the current month, the city will turn-off service and charge a twenty-five dollars (\$25.00) fee ~~discontinue service;~~
  - 4. Before water service will be turned back on, the customer/owner/occupier shall pay a water turn-on charge of twenty-five dollars (\$25.00) fee. ~~of fifty dollars (\$50.00).~~
- C. Owners, lessees, or other users of premises located within the corporate limits of the city of Deadwood, whose premises are served either directly or indirectly by a connection to any town service, shall be jointly and severally liable for payment of charges or rentals for all town services, including by not limited to charges or rental for water, sewer, and garbage charge.
- D. The water will not be turned on in any house or private service until the applicant shall have paid the amount due.
- E. When premises are vacated, any amounts due for utility service shall be paid in full and utility service shall not be commenced at another place until this is done.

(Ord. 1177 (part), 2012)

**SECTION 3:** AMENDMENT “13.04.040 Water Meter Regulations” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT



## 13.04.040 Water Meter Regulations

- A. All meters referenced herein shall be at the property owner's cost and responsibility regardless of whether or not the meter is residential, commercial, or other.
- B. Any developed residential or commercial property which has a change of ownership shall be required to install a water meter compatible with the city's automated meter reading system, if one is not already installed, within thirty (30) days of change of ownership.
- C. Any undeveloped residential or commercial property which is later developed shall be required to install a meter compatible with the city's automated meter reading system, if one is not already installed, before the city will deliver water service.
- D. All accounts of the city must install water meters compatible with the city's automated meter reading system.
- E. Anyone found to have turned on water service without requesting such service from the city or after the city has discontinued service for nonpayment will be arrested and charged with tampering with city property and theft.
- F. If a customer requests water service turned off or on between the hours of 3:00~~30~~ p.m. and 7:00 a.m., the affected account shall be charged for the extra costs incurred by the city, which is set and amended by resolution. ~~If city staff are called out to handle a problem at a residence or commercial business the wages of the staff as well as the costs of equipment or materials shall be billed to the customer/owner/occupier of the property involved in the call-out. Wages shall be at an overtime rate if outside of regular business hours.~~
- G. The base monthly water charge will be levied for every month or part thereof that a given account receives service.
- H. If a customer requests that water service be turned off, the customer shall pay a twenty-five dollar (\$25.00) fee. If a customer requests that water service be turned on, the customer shall pay a twenty-five dollar (\$25.00) fee. In the event that the water is turned off and the system remains inactive the minimum service fee shall be charged (in other words, off, but charged). ~~A one hundred dollar (\$100.00) fee for inactive services shall be assessed if the meter has been previously pulled by city staff before it will be reinstalled.~~
- I. When a water meter that is suspected of providing inaccurate readings or, based on historical data, shows an inaccurate reading, the public works director may request that the meter be replaced. The owner of the meter may either replace the meter or provide certified documentation within fifteen (15) days of written notice of the need to replace the meter that it is providing an accurate reading with a variation from the true flow of not more than +/- two percent. The cost of the meter and its installation shall be the responsibility of the property owner.
- J. Upon discovery of a leaking service connection within the water system the public works director shall, in writing, notify the landowner of the property. Following such notification, the landowner shall have thirty (30) days to complete the repair of the leaking service connection. If the work is not completed within thirty (30) days the public works department shall repair the leak or contract to have the leak repaired. In either case the landowner shall be billed for any and all costs associated with this

repair, which is set and amended by resolution. Water may be turned off and will not be turned on until city inspection of water meter is completed. ~~City employee hours shall be billed at seventy-one dollars and fifty cents (\$71.50)/hour for this work.~~ Any costs not reimbursed to the city for such repairs shall be assessed to the taxes of the property.

- K. If it is determined by the public works director that the water meter needs to be replaced or repaired, the owner shall have thirty (30) days from receipt of written notice to replace or repair a defective water meter. If the owner fails to replace or repair a defective water meter, the city may replace or repair the water meter and assess the owner for all costs, which is set and amended by resolution. Water may be turned off and will not be turned on until city inspection of water meter is completed. ~~City employee hours shall be billed at seventy-one dollars and fifty cents (\$71.50)/hour for this work.~~ Any costs not reimbursed to the city for such repairs shall be assessed to the taxes of the property.

(Ord. 1177 (part), 2012)

**SECTION 4:** AMENDMENT “13.04.050 Tap Fee” of the Deadwood Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### 13.04.050 Tap Fee

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

- A. All fees related to a water service tapping city infrastructure mains for residential, commercial, or fire suppression systems are listed in the city fee schedule, which is set and amended by resolution.

(Ord. 1177 (part), 2012)

**SECTION 5:** AMENDMENT “13.04.110 Rules” of the Deadwood Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### 13.04.110 Rules

- A. All active customers will be billed monthly. Any customer who desires to pay on another schedule, i.e., bi-monthly, quarterly, semi-yearly, or yearly will have to pay ahead and monitor itself. Any billed amount unpaid prior to the next month's billing

cycle shall be considered delinquent. A late payment charge of ten (10) percent shall be assessed on the current unpaid balance of a delinquent account per month of delinquency, and shall compound each month thereafter unpaid.

- B. The city will run past due notices of those customers who will be sixty (60) days past due at the end of the current month.
1. Notice of intended termination will be sent to customers with information on procedures to contest the termination;
  2. These notices will be mailed on the sixteenth day of each month;
  3. If the past-due condition is not cleared up by the end of the current month, the city will discontinue service;
  4. Before water service will be turned back on, the customer shall pay a water turn-on charge of twenty-five dollars (\$25.00) based upon the number of times the service has been required during the ownership of the particular property by that particular owner and a schedule as follows:
    - a. ~~The first time under a given owner shall be a charge of twenty-five dollars (\$25.00);~~
    - b. ~~The second shall be a charge of fifty dollars (\$50.00);~~
    - c. ~~The third shall be a charge of one hundred dollars (\$100.00);~~
    - d. ~~The fourth and all subsequent times shall be a charge of two hundred dollars (\$200.00).~~
- C. Owners, lessees, or other users of premises located within the corporate limits of the city of Deadwood, whose premises are served either directly or indirectly by a connection to any town service, shall be jointly and severally liable for payment of charges or rentals for all town services, including but not limited to charges or rental for water, sewer, and garbage charge.
- D. The water will not be turned on in any house or private service until the applicant shall have paid the amount due.
- E. When premises are vacated, any amounts due for utility service shall be paid in full and utility service shall not be commenced at another place until this is done.

At the same time a customer is assessed for a first time the water is turned on after being shut off for nonpayment, the customer shall be given a copy of this section or a notice setting forth the contents hereof.

(Ord. 1179 (part), 2012; Ord. 1087, 2007; Ord. 1064 (part), 2006; Ord. 1010 § 1 (part), 2003; amended during 2004 codification; prior code § 34-101)

**SECTION 6:            AMENDMENT “13.04.120 Water Meter Regulations” of the Deadwood Municipal Code is hereby *amended* as follows:**

#### AMENDMENT

#### 13.04.120 Water Meter Regulations

- A. Any developed residential or commercial property which has a change of ownership will be required to install a water meter with an outside reader, if one is not already installed, within thirty (30) days of change of ownership.
- B. Any undeveloped residential or commercial property which is later developed will be required to install a meter with an outside reader before the city will deliver water service.
- C. All accounts of the city must install water meters with outside readers.
- D. Anyone found to have turned on water service without requesting such service from the city or after the city has discontinued service for nonpayment will be arrested and charged with tampering with city property and theft.
- E. If a customer requests water service turned off or on between the hours of ~~3:00~~three p.m. and ~~7:00~~seven a.p.m., (the late afternoon and night), the affected account will be charged for the extra costs incurred by the city.
- F. The base monthly water charge will be levied for every month or part thereof that a given account receives service.
- G. If a customer requests that water service be turned off, the customer shall pay a twenty-five dollar (\$25.00) fee. If a customer requests that water service be turned on, the customer shall pay a twenty-five dollar (\$25.00) fee, unless the service has been off for sixty (60) or more days. In the event that the water is turned off and the system remains inactive for a period of sixty (60) or more days, a fee of one hundred dollars (\$100.00) will be required to be paid prior to turning the water on and reactivating the system. The one hundred dollar (\$100.00) fee for inactive services of sixty (60) or more days does not apply to secondary water services, only to primary services.
- H. When a water meter that is suspected of providing inaccurate readings or, based on historical data, shows an inaccurate reading, the public works director may request that the meter be replaced. The owner of the meter may either replace the meter or provide certified documentation within fifteen (15) days of written notice of the need to replace the meter that it is providing an accurate reading with a variation from the true flow of not more than +/- two percent. The cost of the meter and its installation shall be the responsibility of the property owner.
- I. Upon discovery of a leaking service connection within the water system the public works department will, in writing, notify the landowner of the property. Following such notification, the landowner shall have thirty (30) days to complete the repair of the leaking service connection. If the work is not completed within thirty (30) days the public works department shall repair the leak or contract to have the leak repaired. In either case the landowner shall be billed for any and all costs associated with this repair, which is set and amended by resolution. ~~City employee hours shall be billed at seventy-one dollars and fifty cents (\$71.50)/hour for this work.~~ Any costs not reimbursed to the city for such repairs shall be assessed to the taxes of the property.
- J. If it is determined by the public works director that the water meter needs to be replaced or repaired, the owner shall have thirty (30) days from receipt of written notice to replace or repair a defective water meter. If the owner fails to replace or repair a defective water meter, the city may replace or repair the water meter and assess the owner for all costs, which is set and amended by resolution. ~~City employee hours shall be billed at seventy-one dollars and fifty cents (\$71.50)/hour for this work.~~ Any costs

not reimbursed to the city for such repairs shall be assessed to the taxes of the property.

(Ord. 1179 (part), 2012; Ord. 1122, 2009; Ord. 1090, 2007; Ord. 1031, 2004; Ord. 1030 § 1, 2004; prior code § 34-102)

**SECTION 7:** AMENDMENT “13.04.130 Tap Fee” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

13.04.130 Tap Fee

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

- A. All fees related to a water service tapping city infrastructure mains for residential, commercial, or fire suppression systems are listed in the city fee schedule, which is set and amended by resolution.

(Ord. 1179 (part), 2012; Ord. 1030 § 2, 2004; prior code § 34-103)

**SECTION 8:** EFFECTIVE DATE This Ordinance shall be in full force and effect from February 12, 2025 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 1417**

**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** “10.12.030 Residential Parking Restrictions And Permits” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10.12.030 Residential Parking Restrictions And Permits

- A. Parking on all public streets within the city and located on the following streets shall be limited to residents with a residential parking permit only on South Williams Street from the intersections with Guy Street to Upper Main Street, and also on Fillmore Street as provided in this section.
- B. All residents and their guests shall display on each motor vehicle parked on any residential street, a permit issued by the city, identifying that motor vehicle as belonging to such resident and/or guest of the resident.
- C. Residents shall be entitled to receive three permits for motor vehicles owned or operated by them by registering the motor vehicle with the city police department, including the name of the owner, the make, color of the motor vehicle and the license plate number. Notwithstanding the foregoing, only one residential parking permit may be issued per household, or households, located on Fillmore Street.
- D. The city shall charge no fee for the initial permits. A ten dollar (\$10.00) reissue fee shall be assessed on any replacement permits.
- E. The permits shall be displayed on the lower left-hand (driver’s) side of the rear window of each motor vehicle owned or operated by the resident and/or guest of the resident.
- F. No parking on private property shall be allowed, without the express consent of the owner of the property.
- G. In the event that any motor vehicle is parked upon private property and is not removed within one hour, the owner of the property shall be entitled to have the motor vehicle towed, at the motor vehicle owner’s expense.
- H. No motor vehicle shall be parked on a public street within the residential zone identified in subsection A of this section in such a manner as to block any public way or driveway, whether the driveway be public or private.
- I. In the event any motor vehicle is parked in violation of the terms of this section, the motor vehicle shall be ticketed and/or towed at the owner’s expense. The fine for such violation shall be ~~twenty-five dollars (\$25.00)~~ set and amended by fee resolution. In the event any motor vehicle shall receive and have more than two such parking tickets outstanding and unpaid, such motor vehicle shall be towed at the expense of the owner

thereof and shall be impounded until all outstanding parking tickets shall be paid.

(Ord. 1118, 2009; Ord. 1066, 2006; Ord. 996, 2003)

**SECTION 2:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect from February 12, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
David Ruth Jr., Mayor, City of  
Deadwood

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



**ORDINANCE NO. 1415**

**AN ORDINANCE CONTINUING  
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6  
WITHIN THE CITY OF DEADWOOD AND  
ESTABLISHING ASSESSMENTS**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

SECTION I: There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement District No. 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS on the 21st day of January, 2025 and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 5th day of November, 2018; and

~~SECTION II: A public hearing on the RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was held on the 5th day of November, 2018, at 5:00 p.m., at the City Commission meeting room located at 102 Sherman Street, Deadwood, South Dakota; and as a result of said hearing the Resolution of Intent adopted October 1, 2018 was approved by the City Commission of the City of Deadwood.~~

SECTION II: A RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was approved by the City Commission of the City of Deadwood; and

SECTION III: The estimated revenues to be raised by the Business Improvement Districts in 2019 are \$511,495.00 506,495.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows: Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 15,000.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ 440,495.00
Contingency	\$ 56,000.00
<b>TOTAL</b>	<b>\$ 511,495.00</b>

SECTION IV: A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All ~~hotels, motels~~, lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located within the city limits of Deadwood and affiliated with or have common ownership with any gaming establishment or property.

Business Improvement District No. 2: All ~~other hotels, motels and~~ lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting same criteria.

Business Improvement District No. 3: All ~~hotels, motels, and bed and breakfast establishments~~ within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

SECTION V: The purpose of the six Business Improvement Districts is to provide funds for the purposes set forth in Section III.

SECTION VI: The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all ~~hotels, motels or other businesses lodging establishments~~ offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, ~~bed and breakfast~~ lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

SECTION VII: The imposition of the General Occupation Tax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$~~125.00~~~~100.00~~ per year or \$~~6.255~~~~.00~~ per year per square foot for 20 square feet for each gaming device, slot machine, 21 table, poker table, video lottery machine, or other table game, excepting municipal five cent or less slot machines. ~~Motels, hotels and bed and breakfast~~ Lodging establishments shall pay \$~~75.00~~~~50.00~~ per year per room or \$.~~25~~~~167~~ per square foot per ~~motel, hotel, or bed and breakfast lodging units~~ lodging establishment using ~~three hundred~~ (300) square feet for each room.

B. District No. 2: Tax at the rate of \$~~50.00~~~~25.00~~ per year or \$~~2.50~~~~1.25~~ per square foot for twenty (20) square feet for each gaming device, slot machine, 21 table, poker table, other table game, or video lottery machine, excepting municipal five cent machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

C. District No. 3: Tax at the rate of \$~~75.00~~~~50.00~~ per year per room or \$.~~25~~~~167~~ per square foot per year per ~~motel, hotel, or bed and breakfast~~ lodging establishments using ~~three hundred~~ (300) square feet for each room.

D. District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

E. District No. 5: Tax at the rate of \$~~75.00~~~~50.00~~ per year or \$~~3.752~~~~.50~~ per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, other table game or video lottery machine, excepting municipal slot machines.

F. District No. 6: inactive.

SECTION VIII: Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January, for the first six (6) months of each year; and as of the 1st day of July for the second six (6) months of each year; with adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

SECTION IX: Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January and like installments due on the 10th day of each following month.

SECTION X: All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid and received in the Finance Office by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood.

Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

SECTION XIII: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. The hearing will be held on the 21st day of January, 2025, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION XIV: Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD

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

ATTEST

\_\_\_\_\_  
Jessica L. McKeown, City Finance Officer

First Reading: January 21, 2025  
Second Reading: February 3, 2025  
Published: February 6, 2025  
Effective: February 26, 2025

**ORDINANCE NUMBER 1418  
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2025**

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 2025:

**FUND 0209 BED AND BOOZE FUND**

Equipment \$63,000.00  
Source of Revenue: Unexpended Cash from Previous Budget

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:        January 21, 2025  
Second Reading:     February 3, 2025  
Published:            February 6, 2025  
Adopted:              February 6, 2025

101-422-850



# Deadwood Volunteer Fire Department

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

January 13, 2025

To: Mayor of Deadwood  
and Deadwood City Commissioners


From: Deadwood Volunteer Fire Department

Subject: Yearly Pay per Call statistics

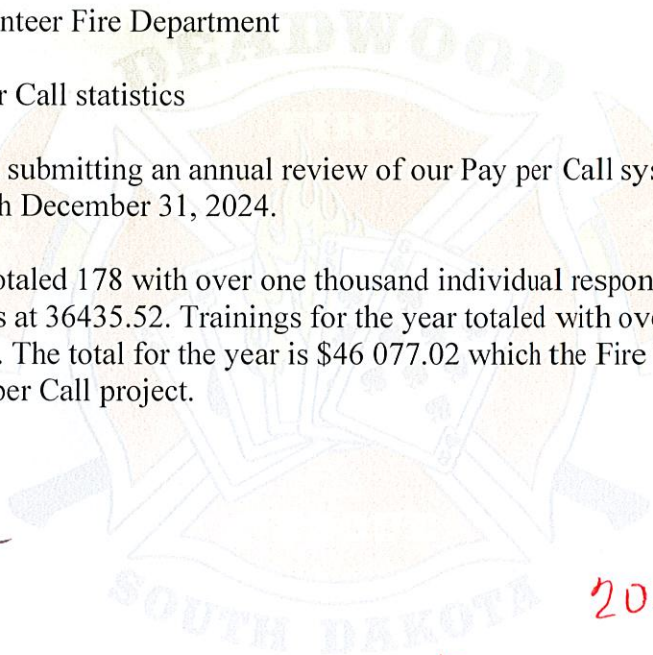
The Fire Department is submitting an annual review of our Pay per Call system, covering January 1, 2024 through December 31, 2024.

Incidents for the year totaled 178 with over one thousand individual responses with 1656.16 hours used, total dollars at 36435.52. Trainings for the year totaled with over 904 hours used, total dollars at \$9641.5. The total for the year is \$46 077.02 which the Fire Department is requesting for the Pay per Call project.

Sincerely,

  
Alex Hamann  
Fire Chief

Sandy Glover  
Administrative Assistant  
Deadwood Volunteer Fire Department



2024 Budget #

\$ 46,000







YOUR SINGLE SOURCE SERVICE PROVIDER

COUNCIL BLUFFS/OMAHA - DENVER - GIBBON - LINCOLN - SIOUX CITY - STURGIS

**City of Deadwood Preventative Maintenance Annual Pricing Schedule (2025-2026)**

Location	Total Price W/ Filters / YR
Adams House & Gift Shop	\$ 3,080.00
Adams Museum	\$ 5,221.00
City Hall	\$ 9,536.00
City Library	\$ 2,588.00
Days of '76 Complex	\$ 2,516.00
Days of '76 Museum	\$ 8,605.00
Fire Hall	\$ 2,810.00
History & Information Center	\$ 2,135.00
HARRC	\$ 10,050.00
Mt. Moriah Visitor Center	\$ 1,171.00
Outlaw Square	\$ 2,190.00
Parks & Recreation Shop	\$ 1,192.00
Public Works Shop	\$ 2,187.00
Rec Center	\$ 7,624.00
South Gate Park / Pluma	\$ 1,227.00
Welcome Center	\$ 4,755.00
Trolley Barn	\$ 1,092.00
Ferguson Football Fieldhouse	\$ 1,157.00
<b>TOTALS</b>	<b>\$ 69,136.00</b>

*Tax Excluded*

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all HVAC equipment for the Deadwood City facilities listed. Each visit includes heating and/or cooling preventative maintenance as seasonal conditions require. Rasmussen Mechanical will provide all filters, necessary cleaning agents, grease, and equipment needed to complete the comprehensive quarterly maintenance services. We will identify issues when doing our PM's so they can be addressed internally or scheduled to be repaired on a T&M or quoted basis.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date Accepted**

\_\_\_\_\_  
**Purchase Order # (if applicable)**

3590 Mayer Road  
Sturgis, SD 57785

sales@rasmech.com  
rasmech.com

605.343.7800  
800.237.3141



21AB. TRUCK 1 TON 4 X 4 CAB CHASSIS, 19,000 GVW

**BOYER FORD**  
**FORD F550**  
**CONTRACT #: 17616**

**FLEX FUEL**

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Gray	Carbonized Gray	
School Bus Yellow	School Bus Yellow	\$660
White	Oxford White	
Red	Vermillion Red	\$660

- Engine, 7.3L
- Transmission, Automatic
- Axle Gear Ratio 488
- Factory Tint Rear Windows
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Power Door Locks with FOBs
- Brakes – ABS
- Brake Controller, Integrated
- Power Windows
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags
- Cruise Control
- Floor Covering, Rubber
- Dual Rear Wheels
- Guard, Skid Plate Package - Manufacturer's Standard
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Hubs, Manual Locking
- Lights, Clearance, Roof, 5 Amber
- Measurement Cab to Axle 60"
- Mirrors, Trailer, Powered, Adjustable, Heated
- Seats, Cloth, Split Bench
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG. Standard Bracket
- Tires, LT All Terrain
- Tow Hooks, 2 on Front
- Wiper, Multiple Speed
- Fuel Filler Hose Extension Kit
- Factory Cab Headliner
- PTO-Provision W/Elec Throttle Control
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Factory Freight

*WSH*  
*upfitter switches*

Delivery Date 150 – 190 days	Base Cost	Regular Cab	\$56,220
		<b>Extended Cab</b>	<b>\$59,310</b>

- ~~Engines, Option, Diesel 6.7L~~ \$9725 – 19,500 GVW
- ~~Restrict/override exhaust regeneration/level of DEF fluid.~~ \$350
- Measurement Cab to Axle 84" \$200
- Measurement Cab to Axle 108" \$400 (Regular Cab Only)
- Measurement Cab to Axle 120" \$600 (Regular Cab Only)
- Full Length Cab Running Boards (Delete) NC
- Dual Fuel Tank \$750 – Diesel Only



Preview Order 0001 - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 01/07/2025 16:14:56 Receipt: 1/7/2025

Dealership Name: White's Canyon Ford

Sales Code : F56430

Dealer Rep.	Troy Mullaney	Type	Fleet	Vehicle Line	Superduty	Order Code	0001
Customer Name	CITY OF DEADW	Priority Code	M3	Model Year	2025	Price Level	520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/192	\$61305	FRONT LICENSE PLATE BRACKET	\$0
192 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$445
TOTAL BASE VEHICLE	\$61305	18000# GVWR PACKAGE	\$0
RACE RED	\$0	50 STATE EMISSIONS	\$0
CLOTH 40/20/40 SEAT	\$100	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL TRIM	\$0	REMARKS TRAILER	\$0
.AIR CONDITIONING -- CFC FREE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
225/70R19.5G BSW ALL POSITION	\$0	PRICED DORA	\$0
4.88 RATIO NON LTD SLIP AXLE	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS  
DISCOUNTS  
TOTAL

MSRP  
\$64145  
NA  
\$64145

*\$59701<sup>00</sup> sale Price*  
*\$299<sup>00</sup> Doc Fee*  

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*\$60000<sup>00</sup>*

ORDERING FIN: QF716 END USER FIN: QF716

INCENTIVES

Acc. Code ID :10 Contract/Ref # :16-509S Bid Date :10/04/24State : SD

DISCOUNTS:  
\$-350.00

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*







To whom it concerns,

The bid on the 2025 Ford F550 for the City of Deadwood Fire Department is \$59,701 for the truck and a \$299 Doc Fee. The total amount comes to \$60,000. This is a Special-Order vehicle which will be ordered with top priority code. There is no estimate on build date of this vehicle. White's Canyon Ford will notify when we have any updates on this vehicle. To confirm and place order White's Canyon Ford will need the order sheet signed and confirmed the vehicle options and build. Please feel free to reach out with any questions.

Troy Mullaney

New Car Manager

White's Canyon Motors

(O) 605-717-9248 | (C) 605-641-3344

[tmullaney@whitecars.com](mailto:tmullaney@whitecars.com)



L I N C O L N

*"The Black Hills Home for New Ford and Lincoln"*

[www.whitescanyonmotors.com](http://www.whitescanyonmotors.com)

275 E. Ontario St. #113  
Specialist SD 57785  
605-642-4400 Office  
605-722-0215 Fax

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: January 6, 2025

Organization: Deadwood History, Inc

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

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Jim Williams  
150 Sherman Street  
 Address: Deadwood, SD 57732  
 Phone #: 605-722-4800  
 Email: jim@deadwoodhist.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: 2-1-2025

Date of Raffle Drawing: 10-15-2025

Value of Raffle Prize: \$ 1,800.00

Proceeds will benefit: DHI and Education Efforts

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_





**South Dakota Secretary of State**

500 East Capitol Avenue, Suite 204, Pierre, SD 57501-5070  
Phone (605) 773-3537 Fax (605) 773-6580  
[www.SDSOS.gov](http://www.SDSOS.gov) [sdsos@state.sd.us](mailto:sdsos@state.sd.us)

**Monae L. Johnson**  
Secretary of State

**Thomas J. Deadrick**  
Deputy Secretary of State

December 27, 2024

Deadwood History Inc  
Attn: Jim Williams  
150 Sherman Street  
Deadwood SD 57732

Dear Jim,

Our office is in receipt of your statewide raffle request. The date our office received and filed the request is **December 10, 2024**. Pursuant to SDCL 22-25-25, your organization may begin selling tickets no sooner than 30 days following the date of filing, which would be on or after **February 1, 2025**. Per your notification, your raffles will conclude no later **October 15, 2025**.

Should you need to make any revisions or cancel this raffle, please notify our office in writing at the address above.

If there is any other way in which our office could assist you, please feel free to contact me at (605) 773-3537 or email us at [sdsos@state.sd.us](mailto:sdsos@state.sd.us). Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Monae L. Johnson".

Monae L. Johnson  
South Dakota Secretary of State

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: January 11, 2025

Organization: American Legion, Homestake Post 31, Lead SD ar

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

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Virginia R. Grenz

Address: 511 Mill Street, Lead, SD 7754

Phone #: H: 605-559-0532 or C: 269-818-7857

Email: star\_bright@hotmail.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: February 15, 2025 - May 26, 2025

Date of Raffle Drawing: May 26, 2025

Value of Raffle Prize: \$1,500.00

Proceeds will benefit: Veterans, Scholarships for students

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_



# PARK FREE

## IN DEADWOOD THIS HOLIDAY SEASON

# HELP LOCAL CHARITIES

### HOW TO APPLY FOR 2024 FUNDS:

Thank you to all who donated to local charities through a Deadwood parking meter, kiosk or the Deadwood Parking Ramp. Any local non-profit group, club, youth organization, etc. that would like to be considered for funding is encouraged to submit a one page request letter to the City of Deadwood by noon on January 30.

Request Requirements: Letter should include the organization's name, how they serve our community and amount requested. The deadline is noon on January 30. Submit the letter by mailed or in person to the Deadwood Finance Office at 102 Sherman St., Deadwood, SD 57732 Attn: Jessica or email to [jessica@cityofdeadwood.com](mailto:jessica@cityofdeadwood.com).

The Deadwood City Commission will review all requests and recipients will be named during the Commission meeting Tuesday, February 18.

Commission meetings begin at 5pm, at City Hall.

