



# City Commission Regular Meeting Agenda

Monday, August 05, 2024 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 July 15, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for August 5, 2024

5. **Items from Citizens on Agenda**

a. Deadwood Lead Economic Development Update

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 Jackson Bong as part-time (certified) police officer at a rate of \$25.80 per hour effective August 11, 2024.

b. Permission to hire Nicholas Browning as part-time Trolley Driver at \$16.65 per hour effective August 9, 2024 pending pre-employment screening.

c. Permission to accept resignation from Library Assistant I Jenna Fowls effective July 20, 2024.

d. Permission to accept resignation from lifeguard Rachel Janssen effective August 10, 2024.

e. Permission to terminate Parks Technician Kashton Dillman effective July 25, 2024.

[f.](#) Permission to approve updated job description for police detective. (Lateral transfer with no promotion/pay change.)

g. Permission to allow Mayor to sign management representation letter for City of Deadwood 2021 Audit.

- h. Permission to make 2024 budget allocation to Days of '76 in the amount of \$10,000.00 from Bed and Booze Fund.
- i. Acknowledge Agreement between the City of Deadwood and Boot Hill Estates, LLC relating to performance bond on grading permit.
- j. Acknowledge Historic Preservation Commission acceptance of a Daughter's of the American Revolution (DAR) Foundation grant in the amount of \$4,115.50 for the Digitization of Black Hills Trust & Savings Bank Records.
- k. Permission to pay Foundant for 2024 software subscription to track grants at a cost of \$5,400.00 (To be paid from HP Revolving Loan Fund budget).
- l. Permission for Mayor to sign associated documents for the transfer of surplus property legally described as Lots MK8 and MK9 of the Mickelson Trail; being portions of School Lots 23 and 24, M.S. 207 and Lots 1 and 2, Block 79, O.T. Deadwood; all located in the City of Deadwood, Lawrence County, South Dakota. Final steps to complete transfer approved by City Commission on July 1, 2024.
- m. Permission for the mayor to sign an agreement with SDN to provide 100 Mbps internet fiber for Event Complex at a cost of \$375.00 monthly. There is no cost for installation. (To be paid by Public Buildings budget.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Boondocks, LLC dba Mr. Goodstores at 622 Main Street. (Continued from July 15, 2024.)
- b. Set public hearing on August 19 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Angels Uncorked at 732 Main Street.
- c. Set public hearing on August 19 for Retail (on-off sale) Malt Beverage & SD Farm Wine for Nugget Saloon, LLC at 604-610 Main Street.
- d. Set public hearing on August 19 for Puppy Poker Run: Main Street Parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 9:00 p.m. on Sunday, September 1, 2024.
- e. Set public hearing on August 19 for WO Motorsports Arenacross Race Series: open container from 4:00 p.m. to 10:00 p.m. on Saturday, September 7 at the Event Complex; and waiver of user fees in lieu of surcharge on Wednesday, September 4 through Sunday, September 8, 2024 at the Event Complex.
- f. Set public hearing on August 19 for addendum to Oktoberfest: street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 5 from 9:00 a.m. to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp; and waiver of vending fees on Saturday, October 5, 2024.
- g. Set public hearing on August 19 for addendum to Deadweird: street closure on Main Street from Wall to Deadwood Street from noon on Saturday, October 26 to 6:00 a.m. Sunday, October 27, 2024, previously approved on Saturday, October 26

from 4:00 p.m. to 6:00 a.m. on Sunday, October 27; Main Street closure from Wild Bill Bar to Nugget Saloon for pop-up vendors on Saturday, October 26 from noon to 10:00 p.m., one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp; and waiver of vending fees on Saturday, October 26, 2024.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance #1401 Budget Supplement 4 for 2024.
- [b.](#) Second Reading of Ordinance #1402 Amending Chapter 15.32 Signs.
- [c.](#) Second Reading of Ordinance #1403 to amend definition of Short-term Rentals specifically Bed and Breakfast Establishments.
- [d.](#) Act as the Board of Adjustment and approve/deny the Annual Review for a Conditional Use Permit as a Bed & Breakfast Establishment at 7 Burlington Street (Jay & Pam Smith) legally described as Lot 4 of Peck's Garden Subdivision of part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof. (Approved by Planning & Zoning Commission on Wednesday, July 17, 2024.)
- [e.](#) Acknowledge Assignment of Easement - Mattson to City of Deadwood legally described as Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 686, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, TSN, R3E, B.H.M., containing portion within and outside the City of Deadwood, Lawrence County, South Dakota, containing 160.53 acres more or less, as shown on the plat of the Buena Vista Tract recorded in the office of the Lawrence County Register of Deeds as Document No. 93-5668, and all rights of ways and easements for ingress and egress owned by Sellers through Tract 1 owned by Deadwood Gulch Lodge, Inc., and M.S. 571 and any subdivisions thereof owned by Lead Deadwood Sanitary District No. 1, excepting and reserving prior reservations of minerals, easements, and rights of way of record, and reservations and patents from the United States.
- [f.](#) Permission to enter into contract with Temple Construction for foundation work at 85 Charles Street at a cost of \$81,651.00. (To be paid by HP Capital Assets line item.)
- [g.](#) Permission to accept Change Order #2 from Corr Construction Services, Inc. for Timm Lane Bridge Project at a decrease cost of \$2,800.04 due to field quantities being lower than plans quantity.
- [h.](#) Permission to purchase, 2020 Ford 350 XLT from Auto Choice in Spearfish in the amount not to exceed \$39,189.00. (To be paid from Parks Department Machinery/Equipment budget.)
- [i.](#) Permission to purchase 125,000 mile, 84 months service agreement for the 2020 F350 XLT truck for an amount not to exceed \$4,436.00. (To be paid from Parks Department Machinery/Equipment budget.)

- j. Permission to hire Rasmussen Mechanical to replace the reheat assemblies at City Hall's Crac Unit 1 and Crac Unit 2 for an amount not to exceed \$6,139.00. (To be paid from HP Capital Assets.)

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

12. **Executive Session**

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

13. **Adjournment**

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

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

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

**REGULAR MEETING, JULY 15, 2024**

The Regular Session of the Deadwood City Commission convened on Monday, July 15, 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, Sharon Martinisko and Charlie Struble. Commissioner Blake Joseph was absent. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Struble seconded to approve the minutes of July 1, 2024. Roll Call: Aye-All. Motion carried.

**APROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the July 15, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	99.22
ACE HARDWARE	SUPPLIES	84.54
ALBERTSON ENGINEERING	PROJECT	28,840.89
ALEX AIR APPARATUS 2	SUPPLIES	14,650.42
AMAZON	SUPPLIES	904.49
AMERICAN ENGINEERING TESTING	PROJECT	829.00
ASSOCIATION FOR RURAL & SM	MEMBERSHIP	50.00
AVID4 ENGINEERING	SERVICE	2,287.50
BH CHEMICAL	SUPPLIES	2,083.20
BH ENERGY	SERVICE	26,361.92
BH LIBRARY	SERVICE	566.71
BH PIONEER	SERVICE	845.80
BH SANITATION	SERVICE	140.00
BH SPECIAL SERVICES	CLEANING	3,100.00
BOEN, RENEE	SERVICE	960.00
BORDER STATES INDUSTRIES	SUPPLIES	167.35
BOSWORTH, JON	REFUND	262.53
CAPFIRST EQUIPMENT FINANCE	PAYMENT	13,365.43
CENTURY BUSINESS PRODUCTS	CONTRACT	222.21
CHAINSAW CENTER	SERVICE	564.80
COVEL, SEAN	REFUND	10.00
CULLIGAN	SUPPLIES	86.40
DAKOTA BATTERY	SUPPLIES	425.58
DAN'S DUMPSTER SERVICE	SERVICE	400.00
DEADWOOD ALIVE	JUNE	20,000.00
DEADWOOD CHAMBER	BILL LIST	124,129.95
DEADWOOD CHAMBER - OUTLAW	BID #9	25,000.00
DVFD	STAFFING	1,000.00
DIAMOND VOGEL PAINT CENTER	SUPPLIES	185.00
ECOLAB	SERVICE	301.44
ENTERPRISE RENT A CAR	REFUND	100.00
ENTERPRISE RENT-A-CAR	REFUND	100.00
FASTENAL	SUPPLIES	240.72
FIB CREDIT CARDS	SUPPLIES	4,929.71
FIRST INTERSTATE BANK	TIF #8	9,642.37
FIRST NET	SERVICE	240.24
FMG ENGINEERING	PROJECT	2,025.00
GOLDEN WEST	SERVICE	10,598.48
GUNDERSON, PALMER, NELSON	SERVICE	3,990.68
HAWKINS	SUPPLIES	650.60
IPS GROUP	SERVICE	11,608.19
JACOBS WELDING	SERVICE	86.63
KONE CHICAGO	MAINTENANCE	564.03
KRAMME, SHANE	REFUND	34.00
LEAD-DEADWOOD ARTS CENTER	SERVICE	90.00
LEAD-DEADWOOD SANITARY	SERVICE	30,121.74
LEGENDARY ELECTRIC	PROJECT	2,142.86
LIBBY PRODUCTIONS	DEPOSIT	2,350.00
LIBERTY NATIONAL BANK	TIF #9	682.28
LOOKOUT PLAN + CODE	PROJECT	1,581.04
LYNN'S	SUPPLIES	37.90
MCD SEALCOATING & ASPHALT	PROJECT	33,848.73
MICROMARKETING	SERVICE	395.84
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MIDWEST TAPE	SUPPLIES	182.41
MS MAIL	SERVICE	45.00
MUTUAL OF OMAHA	INSURANCE	362.14
NAJA SHRINERS	DEPOSIT	1,000.00
NHS OF THE BLACK HILLS	CONTRACT	3,000.00
ONSITE FIRST AID	SUPPLIES	170.45
PACIFIC METAL SOLUTIONS	SUPPLIES	5,200.05
PATRIOT PAINTING AND DRYWA	PROJECT	9,143.33
PETTY CASH	LIBRARY	48.90
PROTEX CENTRAL	SUPPLIES	64.00
QUIK SIGNS	SERVICE	1,103.60
RAPID CITY JOURNAL	SUBSCRIPTION	126.39
RAPID DELIVERY	SERVICE	20.48
RASMUSSEN	SERVICE	737.50
ROGERS CONSTRUCTION	PROJECT	66,289.16
ROXOR UTV RENTALS	REFUND	50.00
SANDER SANITATION	SERVICE	14,334.16
SCHLOSSER CONSTRUCTION	PROJECT	9,690.00

**REGULAR MEETING, JULY 15, 2024**

SCHWAN, WILLIAM	REFUND	25.00
SCOTT PETERSON MOTORS	SERVICE	198.00
SD COMMISSION ON GAMING	CITY SLOTS	118,750.00
SD DEPT. OF REVENUE	LICENSES	300.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE HISTORICAL SOCIETY	FUNDING	70,000.00
SERVALL	SUPPLIES	1,746.00
SODAK TITLE	SERVICE	120.00
SOUTHSIDE SERVICE	SERVICE	145.00
SPEARFISH BUILDING	SUPPLIES	1,127.82
STURGIS RESPONDER SUPPLY	SUPPLIES	228.54
SUMMIT SIGNS AND SUPPLY	SUPPLIES	582.00
TALLGRASS LANDSCAPE	PROJECT	5,313.80
TDG COMMUNICATIONS	SERVICE	1,250.00
TEMPERATURE TECHNOLOGY	SERVICE	240.00
TIMECLOCK PLUS	SERVICE	12,978.55
TOMS, DON	PROJECT	600.00
TRUGREEN	SERVICE	3,058.21
TWIN CITY HARDWARE	SUPPLIES	130.23
ULINE	SUPPLIES	284.23
VERIZON CONNECT	SERVICE	116.35
VIGILANT BUSINESS SOLUTION	SERVICE	1,080.75
WELLMARK	INSURANCE	48,509.40
WEM	REFUND	1,000.00

Total \$763,416.87

**CONSENT**

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

## A. Resolution 2024-16 Declare Surplus Property

**RESOLUTION NO. 2024-16****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:

HP ProDesk 600 G1 TWR	Serial #2UA41218TB
HP Z200 Workstation	Serial #2UA1091G78
Samsung Galaxy S5	Serial #R5CT52N4FYH
Samsung Galaxy S5	Serial #R6CT52GD6BE
Samsung Galaxy S5	Serial #R5CT52CQCTY

4-5 Gallon Metal Water Coolers	3- Gallon Metal Water Coolers
3- Pass Base Stations	1-Drager PA 80 test kit
1-Hose tester (bad pump)	1-Metal Gate Y 5X2”X2”X2
1-Slide Projector missing parts	8- Plastic Tubes – with burn gel

4 – Yellow Pay Boxes	Large Box of Coin Cans for Meters
One Box Duncan Meter Domes	One Bucket of Nuts and Bolts
Large Tote of Duncan Meter Bases	182 – Duncan Double Housing Meters
437 – Duncan Meter Mechanisms	68 - Meter Bases
68 - Single Housing Duncan Meters	127 - Double Housing Meters with Mechanisms
Large Box of Duncan Dome Straps and Front Doors	
Large Box of Duncan Coin Receptacles for Double Meters	
White Industries AXT3100	Serial #31005077
38 - Treasury Main Fare Box	

Dated this 1st day of July, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

## B. Resolution 2024-17 Support the City's application to South Dakota Department of Transportation's Community Access Grant program for the reconstruction of Crescent Street.

**RESOLUTION 2024-17****A RESOLUTION IN SUPPORT OF THE  
COMMUNITY ACCESS GRANT REQUEST**

**REGULAR MEETING, JULY 15, 2024**

**WHEREAS**, The City of Deadwood is applying for a Community Access Grant from the South Dakota Department of Transportation; and

**WHEREAS**, this grant will be used to improve the safety and accessibility of Crescent Drive,

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Deadwood hereby supports the submission of the Community Access Grant application;

**AND BE IT FURTHER RESOLVED**, that the City of Deadwood will comply with all local zoning and planning regulations, will support and encourage the submission of the grant application, will maintain the finished project and will pay the required match for the grant.

Dated this 1st day of July, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- C. Add Faith Erickson and remove Karla Dower effective July 5, 2024 from the Volunteer Fire Department Roster for worker's compensation purposes.
- D. Permission to make 2024 budget allocation to The Lord's Cupboard in the amount of \$2,500.00 from Bed and Booze fund.
- E. Permission to hire Jim Doolittle for 2025 union negotiations at \$400.00 per session.
- F. Permission to hire up to three rally officers for 2024 motorcycle rally at rate of \$25.80 per hour.
- G. Permission to approve revised job descriptions for Police Lieutenant and Sergeant positions.
- H. Permission to adopt new Safety Manual per recommendation of City of Deadwood Safety Committee.
- I. Permission for the Mayor to appoint Anita Knipper and Jason Rakow to the Board of Appeals with the term expiring May 31, 2027.
- J. Permission to approve request from Outlaw Square for financial support of Brule' for the July 23, 2024, performance in the amount of \$5,000.00. (To be paid by HP Public Education line item.)
- K. Permission for Mayor to sign annual parking lease with Conrad Companies for two (2) parking spots located on Siever Street for a total of \$150.00 per month plus tax.
- L. Permission to purchase new laptop workstation from Golden West Technologies in the amount not to exceed \$3,600.00 for City Archives. (To be paid by 2024 Archives equipment line item.)
- M. Approve Motorcycle Parking (approximately 30) July 20, 2024, in front of 624 Main Street for the Jayden's Giving Heart Motorcycle Ride/Scavenger Hunt from 12:00-1:30 pm with the conditions they prevent other motorcycles from parking (Recommendation from the Parking & Transportation Committee).
- N. Permission to pay Chris Schmidt to replace the concrete panels on Burnham Avenue due to water line repair at a cost of \$4,450.00. (To be paid by Water repairs line item.)
- O. Permission to pay William Schmidt for repair to curb/gutter on Van Buren Avenue in the amount of \$3,364.00. (To be paid by Streets repairs line item.)
- P. Permission to pay William Schmidt to replace basement sidewalk at Days of '76 Museum in the amount of \$7,152.00. (To be paid by Public Buildings repair line item.)
- Q. Permission to purchase a heavy duty adjustable load chute for the Days of '76 Arena from Tobin Livestock Equipment in an amount not to exceed \$7,329.75. (To be paid from HP Capital Assets.)
- R. Permission to enter into a professional services contract with Chamberlain Architects in the amount of \$3,500.00 for conceptual design services for a possible Deadwood Senior Center. (To be paid by HP Professional Services).
- S. Permission for the Mayor to sign Conservation Easements to prevent future development and/or alterations that would encroach upon, damage, or destroy the Deadwood National Historic Landmark District on eleven (11) undeveloped properties owned by the City of Deadwood and Deadwood Historic Preservation Commission being known as Lot 2 Part of School Lot 1; Part of School Lot 2; Part of School Lots 3, 5 through 7, and all of Lot 4; School Lot 9; School Lot 10; School Lots 11 and 14; School Lot 12; School Lot 13; School Lot 33; School Lot 37; School Lots 42 through 49. (Planning and Zoning and Historic Preservation Commissions recommend approval.)
- T. Permission to purchase two tasers from Axon Enterprise in an amount not to exceed \$3,892.62. (To be paid by Police equipment line item.)

**REGULAR MEETING, JULY 15, 2024****PUBLIC HEARINGS****License**

Public hearing was opened at 5:03 p.m. by Mayor Ruth Jr. Dave Schneider, BY Development, was available to answer questions. Louie LaLonde, Saloon #10, spoke against the license application. She believes adding additional off sale package liquor licenses will add more alcohol abuse, litter around town and teen drinking. Schneider stated Cadillac Jacks will be selling to customers so they can take to their room if wanted. Finance Officer McKeown stated the state has the final approval for all alcohol applications. Martinisko moved, Johnson seconded to for Convention Center Package (off sale) Liquor License for B.Y. Development, Cadillac Jack's at 360 Main Street. Roll Call: Aye-All. Motion carried.

**License**

Public hearing was opened at 5:15 p.m. by Mayor Ruth Jr. David Brueckner, Dave's Deli Delights, was present to answer questions, hearing closed. McKeown stated the state has the final approval for all alcohol applications. Johnson moved, Martinisko seconded to 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 at 61 Sherman Street. Roll Call: Aye-All. Motion carried.

**License**

Public hearing was opened at 5:17 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Martinisko moved, Struble seconded to continue the approval of Retail (on-off sale) Malt Beverage and SD Farm Wine License for Boondocks, LLC dba Mr. Goodstores at 622 Main Street until August 5, 2024. Roll Call: Aye-All. Motion carried.

**AAU Wrestling**

Public hearing was opened at 5:19 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions, hearing closed. Struble moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. on July 20 to 1:00 a.m. on Sunday, July 21, 2024. Roll Call: Aye-All. Motion carried.

**Steer Roping**

Public hearing was opened at 5:20 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions, hearing closed. Johnson moved, Struble seconded to approve waiver of user fees Friday, August 16 through Sunday, August 18, open container Friday, August 16 through Monday, August 19 from 10:00 a.m. to 2:00 a.m. daily, and special liquor license for Days of '76 Committee from Friday, August 16 through Sunday, August 18, 2024 from 10:00 a.m. to 6:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.

**Redemption Day**

Public hearing was opened at 5:21 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions, hearing closed. Martinisko moved, Struble seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Saturday, August 17 to 1:00 a.m. on Sunday, August 18, 2024. Deadwood Street will reopen for the Deadwood Alive performance at 2:00 p.m. and close at 2:30 p.m. Roll Call: Aye-All. Motion carried.

**Fair in the Square**

Public hearing was opened at 5:22 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions, hearing closed. Struble moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 11:00 a.m. on Friday, September 6 to 10:00 p.m. on Saturday, September 7, 2024. Roll Call: Aye-All. Motion carried.

**Black Hills Veterans March**

Public hearing was opened at 5:12 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions, hearing closed. Johnson moved, Martinisko seconded to approve waiver of user fees Friday, September 20 and Saturday, September 21 and open container Saturday, September 21, 2024 from noon to 9:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, JULY 15, 2024****NEW BUSINESS****First Reading**

McKeown spoke about the supplement. Martinisko Struble seconded to approve first reading of Ordinance #1401 Budget Supplement #4 for 2024. Roll Call: Aye-All. Motion carried.

**First Reading**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the amendment. Martinisko moved, Struble seconded to approve first reading of Ordinance #1402 Amending Chapter 15.32 Signs. Roll Call: Aye-All. Motion carried.

**First Reading**

Kuchenbecker spoke about the amendment. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1403 to amend definition of Short-term Rentals specifically Bed and Breakfast Establishments. Roll Call: Aye-All. Motion carried.

**Permit**

Kuchenbecker spoke about the permit. Martinisko moved, Struble seconded to Act as Board of Adjustments and approve application for Conditional Use Permit - Construction of Dwelling Unit, Single Family - 307 Cliff Street (Terry and Dawn Bahr) with the following conditions: The Conditional Use Permit allows for usage as an owner-occupied residence. Utilization of the property for any commercial or business activity, including that of providing housing for transient person, is not permitted, lot or legal subdivision shall be allowed only one (1) Conditional Use Permit per ordinance 17.76.010 and City of Deadwood Building Inspector must inspect building to ensure it meets all applicable building codes. Legally described as Lot 1 revised of the subdivision of Tract E-1 formerly Lot 1 of the subdivision of Tract E-1 being a portion of Hillside Placer M.S. 749 located in the SE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on July 3, 2024.) Roll Call: Aye-All. Motion carried.

**Permit**

Kuchenbecker spoke about the permit. Martinisko moved, Johnson seconded to approve Findings of Fact and Conclusion – Conditional Use Permit – Vacation Home Establishment – 140 Timm Lane – Glen Morovits. Legally described as Lot 6 of the Arnio Subdivision of M.S. 107, according to the S.C. Berry Plat recorded in Plat Book 2 Page 88D, City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by Planning and Zoning Commission on May 20, 2024.) Roll Call: Aye-All. Motion carried.

**License**

Kuchenbecker spoke about the license. Struble moved, Martinisko seconded to approve application for Temporary Vendors License – Ray Drea Studios, LLC. Applicant requests license to sell fine art and paintings during the Sturgis Rally from August 1 through August 11, 2024. (Approved by Planning and Zoning Commission on July 3, 2024.) Roll Call: Aye-All. Motion carried.

**Hire**

Public Works Director Stalder spoke about the hire. Martinisko moved, Struble seconded to hire Jacob's Welding to fabricate snow box for the Red Baron dump truck at a cost not to exceed \$13,446.45. (To be paid by Streets equipment line item.) Roll Call: Aye-All. Motion carried.

**Pay**

Stalder spoke about the service. Johnson moved, Martinisko seconded to pay Utility Service Company \$53,723.00 for the McGovern Hill water tanks annual maintenance agreement. (To be paid by Water Professional Services line item.) Roll Call: Aye-All. Motion carried.

**Change Order**

Kuchenbecker spoke about the change order. Martinisko moved, Struble seconded to approve Construction Change Order #1 to increase contract by \$5,900.00 for a total cost of \$60,900.00 for the 74 Van Buren Retaining Wall. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JULY 15, 2024**

Change Order

Kuchenbecker spoke about the change order. Johnson moved, Martinisko seconded to approve Construction Change Order #6 at a of \$41,638.00 with RCS Construction for additional paving associated with Whitewood Creek FEMA Project. (A portion reimbursable from FEMA.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Attorney Tim Johns stated he met with City Attorney Riggins to discuss City Ordinance Chapter 10.20.030. He stated state statue allows for operation of multi-passenger quadracycles within municipalities. Mayor Ruth Jr. stated Commission is looking more of a business plan that explains what the routes look like, picking up and dropping off from, hours of operation. Tera Little-Geving, Crusin Cycle Company, spoke about the business and routes. Mayor Ruth Jr. stated concern from the commission is if and how the business can exist and how we can make it fit within the existing constraints. Commissioner Martinisko questioned the planning concerning events, stagecoach, Deadwood Alive. Mayor Ruth Jr. stated this is a unique operation and apologized on behalf of the staff, but conversations still need to be had in order to make a decision. He asked Attorney Johns to contact Kuchenbecker to set up a meeting with staff.

Joshua Wytaske spoke about a possible food vendor during late night hours. Mayor Ruth Jr. stated vending is prohibited and recommended Wytaske find a private business that would allow him to contract the kitchen. Discussion was held concerning appealing ordinance.

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

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:58 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 Monday, August 5, 2024 at 5:00 p.m.

After coming out of executive session at 6:15 p.m., Struble moved, Johnson seconded to adjourn.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	David Ruth Jr., Mayor

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

7/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 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
01-5288	KERR, ROBERT	I-07/22/24	101-3000-208	TEMPORARY VEN REFUND VENDOR LICENSE	000000	20.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 20.00
01-0125	CNA SURETY	I-61438813N-8/13/24	101-4142-422	PROFESSIONAL NOTARY BOND RENEWAL - MISTY	000000	50.00
01-1171	A & B BUSINESS SOLUTION	I-IN1175801	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	170.62
				DEPARTMENT 142	FINANCE	TOTAL: 220.62
01-0223	COCA COLA BOTTLING HIGH	I-543203	101-4192-426-06	SUPPLIES - DA (4) TANKS-PADE MT BLAST/GRANDS	000000	470.00
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 07/24/24	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	0.00
		I-NAT GAS 07/24/24	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	135.45
		I-NAT GAS 07/24/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	107.58
		I-NAT GAS 07/24/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	107.58
		I-NAT GAS 07/24/24	101-4192-428-04	UTILITIES - C CITY HALL	000000	105.34
		I-NAT GAS 07/24/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	95.86
		I-NAT GAS 07/24/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	26.06
		I-NAT GAS 07/24/24	101-4192-428-09	UTILITIES - H HARCC	000000	79.14
		I-NAT GAS 07/24/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	25.00
		I-NAT GAS 07/24/24	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	25.00
		I-NAT GAS 07/24/24	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	2,015.04
		I-NAT GAS 07/24/24	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	79.14
		I-NAT GAS 07/24/24	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	36.08
		I-NAT GAS 07/24/24	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	27.12
		I-NAT GAS 07/24/24	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	86.96
		I-NAT GAS 07/24/24	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	80.84
01-0578	TWIN CITY HARDWARE & LU	C-2406-004631	101-4192-425-18	REPAIRS - FOO TOILET SPUD/FOOTBALL	000000	19.99-
		C-2407-008797	101-4192-426-13	SUPPLIES - RE SHOWERHEAD RETURNS/REC	000000	11.02-
		I-2406-004556	101-4192-425-18	REPAIRS - FOO CLOSET KIT-TOILET SPUD/FOOTBAL	000000	106.96
		I-2407-005373	101-4192-425-24	REPAIRS - OUT HAIR SNAKE-URINAL SEAL/OSQ	000000	22.96
		I-2407-005761	101-4192-425-04	REPAIRS - CIT JACK INSERT-PLATE-COVER/CITY	000000	36.95
		I-2407-005838	101-4192-425-04	REPAIRS - CIT MOUNTING BRACKET/CITY HALL	000000	3.99
		I-2407-006522	101-4192-425-04	REPAIRS - CIT POLY TUBE-BALL VALVE/CITY HALL	000000	12.53
		I-2407-007274	101-4192-425-18	REPAIRS - FOO PISTON ASSY-BREAKER KIT-TUBE/F	000000	203.46
		I-2407-007300	101-4192-426	SUPPLIES ACRYLIC CAULK/PUB BLDGS	000000	37.96
		I-2407-007664	101-4192-425-01	REPAIRS - ADA FLAT BOTTOM SCOOP/ADAMS HOUSE	000000	12.99
		I-2407-007914	101-4192-425-01	REPAIRS - ADA BIBB WASHER-FASTENERS/AD HOUSE	000000	2.48
		I-2407-008117	101-4192-425-13	REPAIRS - REC KICKDOWN DOOR STOP-UTILITY/REC	000000	38.96

7/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2407-008441	101-4192-425	REPAIRS ANTIFREEZE-FUNNEL-AIR FRESH/PB	000000	53.96
		I-2407-008790	101-4192-426-13	SUPPLIES - RE SHOWERHEADS/REC CENTER	000000	114.97
		I-2407-009014	101-4192-426	SUPPLIES PROCELL BATTERY/PUB BLDGS	000000	19.99
01-1003	VERIZON WIRELESS					
		I-9968736808	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	42.68
01-1502	BLACK HILLS CHEMICAL					
		I-273736	101-4192-426	SUPPLIES SOAP-KITC TOWEL-TP-GARB/PB	000000	900.25
		I-274291	101-4192-426	SUPPLIES TOILET PAPER-ROLL TOWEL/PB	000000	433.19
01-1558	ECOLAB PEST ELIMINATION					
		I-5773109	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	106.67
01-1827	MS MAIL					
		I-14680-A	101-4192-426	SUPPLIES PRINT TIME SHEETS FOR CITY	000000	105.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV113830	101-4192-425-01	REPAIRS - ADA REPAIRS TO A/C/ADAMS HOUSE	000000	513.75
01-3744	EB COMMUNICATIONS, LLC					
		I-11394	101-4192-425-04	REPAIRS - CIT REPAIR BAD WIRING-CLOSET/CH	000000	120.00
01-3838	BLUEPEAK					
		I-TELEPHONE 07/16/24	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	53.50
		I-TELEPHONE 07/16/24	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,780.08
		I-TELEPHONE 07/16/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	331.43
		I-TELEPHONE 07/16/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	255.57
		I-TELEPHONE 07/16/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	743.08
		I-TELEPHONE 07/16/24	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	142.99
		I-TELEPHONE 07/16/24	101-4192-428-14	UTILITIES - S STREET SHOP	000000	49.77
		I-TELEPHONE 07/16/24	101-4192-428-06	UTILITIES - D DAYS OF '76 MUSEUM	000000	497.48
		I-TELEPHONE 07/16/24	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	82.99
01-4057	VIEHAUSER ENTERPRISES,					
		I-53156	101-4192-426-10	SUPPLIES - LI NORTON BATTERY ASSEMBLY/LIBRAR	000000	239.96
01-4711	AMAZON CAPITAL SERVICES					
		I-1HWD-X64P-3Q9J	101-4192-426	SUPPLIES 30W 3 FT FLUORESCENT BULBS/PB	000000	113.65
		I-1HWD-X64P-3Q9J	101-4192-425-24	REPAIRS - OUT KOHLER URINAL BATTERY/OUTLAW S	000000	103.34
		I-1YVM-73WJ-GXGQ	101-4192-426-04	SUPPLIES - CI OFC/KITCHEN SUPPLIES-CITY HALL	000000	57.39
01-4848	ADOBE INC					
		I-2814420645	101-4192-426	SUPPLIES 2024 ANNUAL RENEWAL PW	000000	42.72
01-4944	QUADIANT FINANCE USA, I					
		I-7/22/24	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00

7/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5178	LEGENDARY ELECTRIC LLC	I-4373	101-4192-425-06	REPAIRS - DAY REPL SODA MACHINE BREAKER/DAY	000000	412.14
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	11,766.97
01-4711	AMAZON CAPITAL SERVICES	I-1XWY-WGNW-37WY	101-4193-426	SUPPLIES COMPUTER BKPK,WEBCAMS	000000	96.97
01-4848	ADOBE INC	I-2814420645	101-4193-426	SUPPLIES 2024 ANNUAL RENEWAL FIN	000000	273.48
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	370.45
01-0467	CULLIGAN OF THE BLACK H	I-0021118	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT-PD	000000	65.40
01-3346	MONUMENT HEALTH	I-700000832072024	101-4210-422	PROFESSIONAL IMMUNIZATIONS - POLICE	000000	282.00
01-4183	OMG NATIONAL	I-Y1472496	101-4210-422	PROFESSIONAL STICKERS	000000	420.22
01-4195	MARCO	I-37031817	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	168.90
01-4202	AXON ENTERPRISE, INC.	C-INUS248046-CR	101-4210-434	MACHINERY/EQU DUP.PMT-MAGNETIC CLIP ATTACHM	000000	156.50-
		I-INUS265672	101-4210-434	MACHINERY/EQU 2 TASER HOLSTERS - POLICE	000000	177.10
01-4317	VIGILANT BUSINESS SOLUT	I-2742	101-4210-422	PROFESSIONAL SCREENING	000000	447.25
01-4848	ADOBE INC	I-2814420645	101-4210-426	SUPPLIES 2024 ANNUAL RENEWAL PD	000000	170.88
01-5034	STURGIS RESPONDER SUPPL	I-4085	101-4210-426	SUPPLIES SHIRTS & ALTERATIONS - POLICE	000000	170.95
		I-4090	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	139.90
				DEPARTMENT 210 POLICE	TOTAL:	1,886.10
01-0510	GOLDEN WEST TECHNOLOGIE	C-62451	101-4221-422	PROFESSIONAL CR FOR LABOR BILLED-INV#425122	000000	90.00-
		I-425122	101-4221-422	PROFESSIONAL TESTED LINES - FIRE DEPT	000000	90.00
01-0578	TWIN CITY HARDWARE & LU					

PACKET: 06718 COMBINED - 8/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2407-008000	101-4221-426	SUPPLIES STRETCH CORD,U-BOLTS -FIRE DPT	000000	7.47
01-1171	A & B BUSINESS SOLUTION					
		I-IN1174707	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	123.98
01-4317	VIGILANT BUSINESS SOLUT					
		I-2742	101-4221-422	PROFESSIONAL SCREENING	000000	92.25
01-4711	AMAZON CAPITAL SERVICES					
		I-1FML-H9L4-FTL4	101-4221-434	MACHINERY/EQU 6 TRAFFIC SIGNS - POLICE	000000	68.94
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 292.64
01-1003	VERIZON WIRELESS					
		I-9968736808	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-4848	ADOBE INC					
		I-2814420645	101-4232-426	SUPPLIES 2024 ANNUAL RENEWAL BI	000000	170.88
01-5066	LOOKOUT PLAN + CODE CON					
		I-24059	101-4232-422	PROFESSIONAL PLAN REVIEW 20845 MAJESTIC/BI	000000	302.60
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 500.45
01-0206	SCHMIDT, WILLIAM					
		I-07/11/24 STMT	101-4310-425	REPAIRS POUR-FINISH C&G 74 VAN BUREN	000000	3,364.00
01-0561	SOUTH DAKOTA 811					
		I-SD24-01815	101-4310-422	PROFESSIONAL APR-JUNE MSG-FAX FEES/STRTS	000000	64.40
01-0578	TWIN CITY HARDWARE & LU					
		I-2406-004608	101-4310-426	SUPPLIES UTIL KNIFE-BAST-TAPER FILE/STR	000000	28.97
		I-2407-005375	101-4310-426	SUPPLIES ADAPTER-SOCKET-DRIVER SET/STR	000000	51.97
		I-2407-005451	101-4310-426	SUPPLIES BRASS BALL VALVE/STREETS	000000	11.99
		I-2407-006138	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	25.96
		I-2407-006179	101-4310-426	SUPPLIES (3) WHITE STRIPING PAINT/STRTS	000000	38.97
		I-2407-006690	101-4310-426	SUPPLIES CONDUIT-COUPLING-ELBOW/STRTS	000000	19.96
		I-2407-006769	101-4310-426	SUPPLIES 250 PSI FIREMANS NOZZLE/STRTS	000000	29.99
		I-2407-007091	101-4310-426	SUPPLIES CRACK FILL-CHIP BRUSH/STRTS	000000	22.28
		I-2407-007160	101-4310-426	SUPPLIES MYL THIN STY/STREET	000000	4.95
		I-2407-007342	101-4310-426	SUPPLIES FASTENERS-FLOMIX EPOXY/STR	000000	24.87
		I-2407-007415	101-4310-426	SUPPLIES PLAT RAIN SOAP/STREETS	000000	4.49
		I-2407-007421	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	8.74
		I-2407-008124	101-4310-426	SUPPLIES 1650 MSR-TARP STRAP/STREETS	000000	31.88
		I-2407-008248	101-4310-425	REPAIRS 2P CIRCUIT BREAKER/STRTS	000000	37.99
		I-2407-008310	101-4310-426	SUPPLIES WEATHERPROOF CONNECTOR/STRTS	000000	34.96

7/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2407-008354	101-4310-426	SUPPLIES RED STRIPING-MARKING PAINT/STR	000000	77.94
		I-2407-008458	101-4310-426	SUPPLIES (2) DELINEATORS U POST/STRTS	000000	33.98
		I-2407-008486	101-4310-426	SUPPLIES SPRING ALK-LANTERN BATTERY/STR	000000	91.94
01-0866	BORDER STATES INDUSTRIE					
		I-928718465	101-4310-426	SUPPLIES RND GRN ELECTRIC LPNTA/STRTS	000000	250.28
01-1003	VERIZON WIRELESS					
		I-9968736808	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	25.53
01-1171	A & B BUSINESS SOLUTION					
		I-IN1174709	101-4310-424	RENTALS CONTRACT BASE RATE/STRTS	000000	79.25
01-1374	BUTLER MACHINERY COMPAN					
		I-06W00213972	101-4310-425	REPAIRS PERFORMED REGEN/STRTS	000000	517.00
01-1500	A & B WELDING					
		I-01094947	101-4310-426	SUPPLIES PENCIL-GLAZE-GLOVES/STRTS	000000	81.07
01-3977	ACE HARDWARE OF LEAD					
		I-038207	101-4310-425	REPAIRS (10) CONCRETE MIX 60#/STRTS	000000	68.30
01-4517	STRAIGHT LINE STRIPING					
		I-2312	101-4310-422	PROFESSIONAL CURBS-ARROWS-CROSSWALK-STOP	000000	7,359.50
		I-2315	101-4310-422	PROFESSIONAL CROSSWALK-CURBS-MOB IN/STRTS	000000	5,565.94
01-4711	AMAZON CAPITAL SERVICES					
		I-1K73-KLTH-3KCH	101-4310-426	SUPPLIES STICKY NOTES/STREETS	000000	8.96
		I-1KXX-YDHM-RPG4	101-4310-426	SUPPLIES (7) HARD HATS/STREETS	000000	178.68
		I-1KXX-YDHM-RPG4	101-4310-426	SUPPLIES HARD HAT RACK/STRTS	000000	3.49
		I-1PXT-Q3G4-PVNV	101-4310-426	SUPPLIES LAMINATING POUCHES/STRTS	000000	22.69
01-4848	ADOBE INC					
		I-2814420645	101-4310-426	SUPPLIES 2024 ANNUAL RENEWAL PW	000000	42.72
					DEPARTMENT 310 STREETS	TOTAL: 18,213.64
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-426505	101-4520-434	MACHINERY/EQU HP PRO 400 G9 SFF COMPUTER/PAR	000000	1,309.00
01-0563	RCS CONSTRUCTION					
		I-PAYAPP#10-7/26/24	101-4520-422-01	PROF SERV- FE PAY APP#10 - WHTWD CRK RESTOR	000000	570,235.60
01-0578	TWIN CITY HARDWARE & LU					
		I-2406-004840	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	22.72
		I-2406-004930	101-4520-426	SUPPLIES CLR BASE RUST ENAMEL/PARKS	000000	19.99
		I-2407-004736	101-4520-426	SUPPLIES SPRAYER-BRUSH/PARKS	000000	29.46

PACKET: 06718 COMBINED - 8/6/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 520 PARKS  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0578	TWIN CITY HARDWARE & LU	continued					
		I-2407-005458	101-4520-426	SUPPLIES SHARPIE-HOOK-RAKE HANDLE/PARKS	000000	68.46	
		I-2407-005837	101-4520-426	SUPPLIES BRN FINISH/PARKS	000000	46.99	
		I-2407-005879	101-4520-426	SUPPLIES (3) FLEXIBLE PIPE CAP/PARKS	000000	20.97	
		I-2407-007173	101-4520-426	SUPPLIES 3/8 EYE BOLTS/PARKS	000000	2.49	
		I-2407-007193	101-4520-426	SUPPLIES (2) PASTEL BS PAINT/PARKS	000000	125.98	
		I-2407-007763	101-4520-426	SUPPLIES ORANGE STAKE FLAGS/PARKS	000000	11.99	
01-1171	A & B BUSINESS SOLUTION						
		I-IN1174710	101-4520-422	PROFESSIONAL CONTRACT BASE RATE/PARKS	000000	153.42	
01-1502	BLACK HILLS CHEMICAL						
		I-273456	101-4520-426	SUPPLIES (45) 45 GAL GARBAGE BAGS/PARKS	000000	1,789.20	
		I-273457	101-4520-426	SUPPLIES (6) NITRILE GLOVES/PARKS	000000	143.94	
01-4204	COMPLETE CONCRETE, INC.						
		I-APP#3-4/29/24	101-4520-422-01	PROF SERV- FE PAYAPP#3-WHTWD CRK RESTOR/PKG2	000000	139,826.61	
01-4687	TREE WISE MEN						
		I-1154	101-4520-433-05	CIP - WHITEW WWC CLEANUP/PARKS	000000	18,500.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-1PXT-Q3G4-PVNV	101-4520-426	SUPPLIES LAMINATING POUCHES/PARKS	000000	22.69	
01-4848	ADOBE INC						
		I-2814420645	101-4520-426	SUPPLIES 2024 ANNUAL RENEWAL PW	000000	42.72	
01-5018	HILLS SEPTIC SERVICE GO						
		I-104179	101-4520-422	PROFESSIONAL PUMP MICKELSON TR VAULT TOILET	000000	530.00	
					DEPARTMENT 520 PARKS	TOTAL: 732,902.23	

01-0418	BLACK HILLS PIONEER					
		C-050824-1-CR	101-4640-423	PUBLISHING RVS DUP.BUDI KUSSER PUB HEARIN	000000	24.75-
		C-050824-2-CR	101-4640-423	PUBLISHING RVS.DUP.A.STERNHAGEN PUB HEAR	000000	25.72-
		C-050824-3-CR	101-4640-423	PUBLISHING REVS.DUP.PUB.HEAR-A.STERNHAGEN	000000	32.03-
		C-050824-4-CR	101-4640-423	PUBLISHING RVS.DUP.PUB HEAR-G.MOROVITS	000000	25.72-
		C-050824-5-CR	101-4640-423	PUBLISHING RVS.DUP.PUB.HEAR.-T & D BAHR	000000	28.15-
		C-060724-1-CR	101-4640-423	PUBLISHING RVS.DUP.PUB.HEARING-J.KUCERA	000000	24.75-
		C-060724-2-CR	101-4640-423	PUBLISHING RVS.DUP.PUB.HEARING-B.KINKLER	000000	24.26-
		I-050824-1	101-4640-423	PUBLISHING BUDI KUSSER - PUBLIC HEARING	000000	24.75
		I-050824-2	101-4640-423	PUBLISHING A.STERNHAGEN- PUBLIC HEARING	000000	25.72
		I-050824-3	101-4640-423	PUBLISHING PUBLIC HEARING- A STERNHAGEN	000000	32.03
		I-050824-4	101-4640-423	PUBLISHING PUBLIC HEARING- G MOROVITS	000000	25.72
		I-050824-5	101-4640-423	PUBLISHING PUBLIC HEARING- T & D BAHR	000000	28.15
		I-060724-1	101-4640-423	PUBLISHING PUBLIC HEARING - J KUCERA	000000	24.75
		I-060724-2	101-4640-423	PUBLISHING PUBLIC HEARING- B KINKLER	000000	24.26



PACKET: 06718 COMBINED - 8/6/24

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	
01-4848	ADOBE INC	I-2814420645	101-4640-426	SUPPLIES	2024 ANNUAL RENEWAL PZ	000000 170.88	
					DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 170.88
					FUND 101	GENERAL FUND	TOTAL: 766,343.98

PACKET: 06718 COMBINED - 8/6/24  
VENDOR SET: 01  
FUND : 206 LIBRARY FUND  
DEPARTMENT: 550 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN1175051	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	73.03
01-1562	MIDWEST TAPE, LLC	I-505710882	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	28.04
		I-505744853	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	61.48
		I-505781244	206-4550-434	COLLECTION DE DVD -- LIBRARY	000000	83.24
01-4711	AMAZON CAPITAL SERVICES	C-1RJP-DGQT-7YVJ	206-4550-429	TECHNOLOGY/HO CR FOR TONER CARTRIDGES-LIBR	000000	226.45-
		I-14PN-6DR1-4LRM	206-4550-429	TECHNOLOGY/HO TONER CARTRIDGES - LIBRARY	000000	227.69
		I-1FML-H9L4-RFJW	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	43.70
		I-DO1-6808939-214423	206-4550-429	TECHNOLOGY/HO MICROSOFT OFFICE DOWNLOAD-LIBR	000000	149.99
01-4950	BROWN, PATRICIA	I-07/11/24	206-4550-427	TRAVEL MILEAGE-BH LIBR CONSORTIUM MTG	000000	42.84
		I-07/20/24	206-4550-426	SUPPLIES REIMBSE EMPLOYEE BABY SHWR-LIBR	000000	48.00
					DEPARTMENT 550 LIBRARY	TOTAL: 531.56
					FUND 206 LIBRARY FUND	TOTAL: 531.56

PACKET: 06718 COMBINED - 8/6/24  
VENDOR SET: 01  
FUND : 209 BED & BOOZE FUND  
DEPARTMENT: 510 REC CENTER  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	I-2407-008369	209-4510-426	SUPPLIES FASTENERS/REC CENTER	000000	10.16
01-1502	BLACK HILLS CHEMICAL	I-273678	209-4510-426	SUPPLIES TP-ROLL TOWEL-WELL WIPES/REC	000000	575.21
01-1909	AMERICAN RED CROSS TRAI	I-22707347	209-4510-422	PROFESSIONAL LIFEGUARDING/REC CENTER	000000	46.00
01-2645	HAWKINS INC	I-6812600	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	1,541.74
01-3836	MID-AMERICAN RESEARCH C	I-0823893-IN	209-4510-426	SUPPLIES FLR CLNR-SALT REMOVE-ERAD/REC	000000	574.60
01-4711	AMAZON CAPITAL SERVICES	I-1KXX-YDHM-RPG4	209-4510-426	SUPPLIES DEPOSIT BAGS/REC CENTER	000000	6.99
		I-1WY9-KP9K-KLXW	209-4510-426	SUPPLIES (8) WILSON BASKETBALLS/REC	000000	228.16
DEPARTMENT 510 REC CENTER					TOTAL:	2,982.86
01-3309	THE LORD'S CUPBOARD	I-07/15/24	209-4980-429	OTHER 2024 B&B ALLOCATION	000000	2,500.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	2,500.00
FUND 209 BED & BOOZE FUND					TOTAL:	5,482.86

PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 212 BID #8 (Business Improve)  
 DEPARTMENT: 630 BID 8  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-07/24/24-A	212-4630-422	PROFESSIONAL BID #8 - KOOL DWD NITES	000000	35,000.00
01-3602	DEADWOOD GAMING ASSOCIA	I-07/25/24	212-4630-422	PROFESSIONAL BID # 8 CONTRIBUTION	000000	10,000.00
01-3667	BERBERICH DESIGN	I-004	212-4630-423	MARKETING TRAILS & MAPS - BID #8	000000	956.82
01-5243	WO MOTORSPORTS LLC	I-INV2040	212-4630-423	MARKETING BID #8 SPONSORSHIP-JUNE EVENT	000000	5,000.00
		I-INV2040	212-4630-423	MARKETING BID #8 SPONSORSHIP-SEPT EVENT	000000	20,000.00
01-5287	HIGHPOINT SIGHTWORKS, L	I-1338	212-4630-423	MARKETING BID #8 - WHITE ROCKS TRAIL	000000	19,160.00
DEPARTMENT 630 BID 8					TOTAL:	90,116.82
FUND 212 BID #8 (Business Improve)					TOTAL:	90,116.82

PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 214 BID #7-OCCUPANCY TAX  
 DEPARTMENT: 630 BID #7  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-07/24/24	214-4630-423	MARKETING	BID#7 BILL LIST- 7/24/24 - KDN 000000	5,044.00
		I-07/24/24-B	214-4630-423	MARKETING	BID #7 - DEADWOOD JAM 000000	50,000.00
			DEPARTMENT 630	BID #7	TOTAL:	55,044.00
			FUND 214	BID #7-OCCUPANCY TAX	TOTAL:	55,044.00

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 PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0951	DEADWOOD ALIVE					
		I-1600-24	215-4572-235	VISITOR MGMT JULY 2024 PAYMENT	000000	20,000.00
01-3815	SOUTH DAKOTA REAL ESTAT					
		I-072024	215-4572-235	VISITOR MGMT REAL ESTATE ED COURSE	000000	75.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-21311	215-4572-235	VISITOR MGMT UNLOCK ANTIQUE REGISTER	000000	235.00
01-4576	DEADWOOD CHAMBER - OUTL					
		I-233	215-4572-235	VISITOR MGMT BRULE SPONSORSHIP	000000	5,000.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 25,310.00
01-4848	ADOBE INC					
		I-2814420645	215-4573-335	HIST. INTERP. 2024 ANNUAL RENEWAL ARCHIVES	000000	170.88
01-5216	WILD WEST HISTORY ASSOC					
		I-JUNE2024	215-4573-325	HIST. INTERP. BASIC RANGER MBRSHP 2024	000000	85.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 255.88
01-4174	FOUNDANT TECHNOLOGIES I					
		I-C-INV33219	215-4575-505	GRANT/LOAN RE FOUNDANT TECHNOLOGIES INC.	000000	5,400.00
01-4739	TWIN CITY HARDWARE-HP P					
		I-2405-299547	215-4575-525	GRANT/LOAN PA 37 WASHINGTON	000000	37.99
01-5209	BRANCH CONSTRUCTION SER					
		I-PAYAPP2	215-4575-515	GRANT/LOAN RE 74 VAN BUREN RW	000000	19,665.00
01-5279	CITY OF BROOKINGS					
		I-071524	215-4575-520	GRANT/LOAN PR PIONEER PARK HIST BANDSHELL	000000	10,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 35,102.99
01-1168	KLJ ENGINEERING LLC					
		I-10203208	215-4576-600	PROFES. SERV. BURNHAM AVE EXTENSION	000000	2,820.90
01-4049	POSEY, BEVERLY					
		I-062524	215-4576-630	PROFES. SERV. COMMUNITY PICNIC DOOR PRIZE	000000	24.38
01-4269	BRUNSON, RONDA					
		I-071024	215-4576-630	PROFES. SERV. COMMUNITY PICNIC	000000	102.48
01-4875	KNIPPER, ANITA					

PACKET: 06718 COMBINED - 8/6/24

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
01-4875	KNIPPER, ANITA		continued			
		I-071124	215-4576-630	PROFES. SERV. COMMUNITY PICNIC DOOR PRIZE	000000	25.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		2,972.76
01-0412	AMERICAN ENGINEERING TE					
		I-INV-200721	215-4577-755	CAPITAL ASSET 10 DENVER	000000	1,303.80
01-0782	JACOBS PRECISION WELDIN					
		I-31249	215-4577-735	CAPITAL ASSET DAYS OF 76 CHUTES	000000	217.75
		I-31250	215-4577-735	CAPITAL ASSET DAYS OF 76 CHUTES	000000	92.65
		I-31251	215-4577-735	CAPITAL ASSET DAYS OF 76 CHUTES	000000	80.37
		I-31259	215-4577-735	CAPITAL ASSET DAYS OF 76 CHUTES	000000	45.15
		I-31270	215-4577-735	CAPITAL ASSET DAYS OF 76 CHUTES	000000	186.90
01-3094	BOMGAARS					
		I-4334-028-0	215-4577-735	CAPITAL ASSET 3' BACK GATE/CHUTES	000000	799.99
01-3366	ROGERS CONSTRUCTION, IN					
		I-PAYAPP3	215-4577-775	CAPITAL ASSET WELCOME CENTER TRAIL	000000	132,877.02
01-4537	STEPP, BRAD					
		I-345384	215-4577-735	CAPITAL ASSET ROCK PICK ARENA	000000	1,700.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		137,303.63
01-0545	LYNN'S DAKOTA MART					
		I-070324	215-4641-426	SUPPLIES COFFEE BEANS	000000	10.13
01-1003	VERIZON WIRELESS					
		I-9968736808	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1827	MS MAIL					
		I-14680HP	215-4641-423	PUBLISHING JULY NEWSLETTER	000000	703.90
01-3137	ALLEN, JESSE					
		I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	70.00
01-4049	POSEY, BEVERLY					
		I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	385.00
01-4362	CARMODY, ROBIN					
		I-063024	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	280.00
01-4513	WILLIAMS, ANTHONY					
		I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	385.00

PACKET: 06718 COMBINED - 8/6/24  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 641 OFFICE HIST. PRES.  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4632	SANTOCHI, TREVOR	I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	385.00
01-4711	AMAZON CAPITAL SERVICES	I-1RFM-PM99-4G9J	215-4641-426	SUPPLIES POPCORN & PLATES/BOWLS	000000	133.95
01-4717	DIEDE, LEO	I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	385.00
01-4848	ADOBE INC	I-2814420645	215-4641-426	SUPPLIES 2024 ANNUAL RENEWAL HP	000000	512.64
01-4875	KNIPPER, ANITA	I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	70.00
01-4880	DAR, VICKI	I-063024	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	385.00
01-5069	MICROSOFT	I-215	215-4641-422	PROFESSIONAL JUNE 2024 AZURE HP	000000	283.96
01-5169	BROWN, MOLLY	I-2024-01	215-4641-422	PROFESSIONAL JAN-JUNE PAYMENT	000000	315.00
01-5278	DARK CANYON COFFEE	I-144285	215-4641-426	SUPPLIES COFFEE BEANS	000000	59.75
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 4,404.34
					FUND 215 HISTORIC PRESERVATION	TOTAL: 205,349.60



PACKET: 06718 COMBINED - 8/6/24  
VENDOR SET: 01  
FUND : 216 REVOLVING LOAN  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086	TWIN CITY HARDWARE - GR					
		I-2407-005339	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	2,533.94
		I-2407-005340	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	167.76
		I-2407-005758	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	239.92
		I-2407-005759	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	74.98
		I-2409003576	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	329.98
01-4612	JS CONSTRUCTION, INC.					
		I-122-314	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	5,416.20
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						8,762.78
01-1496	LAWRENCE CO. REGISTER O					
		I-072324	216-4653-962-03	WINDOWS GRANT REC FEE 830 MAIN ASERMELY	000000	30.00
01-1643	WOLFF'S PLUMBING AND HE					
		I-81695	216-4653-962-01	SPECIAL NEEDS 31 JACKSON - PEHRSON	000000	2,150.00
01-4726	KNECHT HOME CNTR-GRANTS					
		I-10868010	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	62.84
01-4835	ASERMELY, MISTY					
		I-10517861	216-4653-962-04	SIDING GRANT 830 MAIN ASERMELY	000000	10,000.00
		I-10517861	216-4653-962-03	WINDOWS GRANT 830 MAIN ASERMELY	000000	1,200.00
01-5051	SODAK TITLE					
		I-OE-0338-24	216-4653-960	CLOSING CO O&E 52 VANBUREN GREENLEE	000000	120.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						13,562.84
				FUND	216	REVOLVING LOAN
						TOTAL:
						22,325.62

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 PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM	I-07/11/24 STATEMENT	602-4330-425	REPAIRS CONCRETE DELIVERY 74 VAN BUREN	000000	181.00
01-0561	SOUTH DAKOTA 811	I-SD24-01815	602-4330-422	PROFESSIONAL APR-JUNE MSG-FAX FEES/WATER	000000	64.40
01-0578	TWIN CITY HARDWARE & LU	I-2407-007783	602-4330-425	REPAIRS COVER-TAPE-BRUSH-LINER/WTR	000000	134.93
		I-2407-008152	602-4330-425	REPAIRS TOW SAVER FLOOR PLUG/WATER	000000	10.99
		I-2407-008553	602-4330-425	REPAIRS FLUX PASTE-BALL VALVE/WATER	000000	20.48
		I-2407-008813	602-4330-425	REPAIRS TUBING-BALL VALVE-CPLING/WTR	000000	46.96
01-0684	NORTHWEST PIPE FITTINGS	I-1481399	602-4330-425	REPAIRS (2) 1 COMP CURB STOP/WATER	000000	419.58
		I-1482206	602-4330-426	SUPPLIES CURB BOX-REPAIR LIDS/WATER	000000	61.86
		I-1482936	602-4330-425	REPAIRS 6' CURB BOX TAPT 2"/WATER	000000	61.86
01-1003	VERIZON WIRELESS	I-9968736808	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.03
		I-9968736808	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.05
		I-9968736808	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9968736808	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	47.68
		I-9968736808	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	42.68
01-1171	A & B BUSINESS SOLUTION	I-IN1174709	602-4330-424	RENTALS CONTRACT BASE RATE/WATER	000000	79.26
01-1365	SD PUBLIC HEALTH LAB	I-10616518	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1404	SD WATER & WASTEWATER A	I-2024 ANNUAL CONF	602-4330-427	TRAVEL FULL CONFERENCE REGIST/MURPHY	000000	150.00
		I-2024 ANNUAL CONF	602-4330-427	TRAVEL FULL CONFERENCE REGIST/JASSMAN	000000	150.00
01-1827	MS MAIL	I-14680-A	602-4330-426	SUPPLIES UTIL.BILL MAILING-JUL FOR JUN	000000	375.87
		I-14682	602-4330-426	SUPPLIES WATER SURVEY DOOR HANGERS/WTR	000000	100.00
01-4037	SCHMIDT, CHRIS	I-859386	602-4330-425	REPAIRS POUR-FINISH ROAD PANS BURNHAM	000000	4,450.00
01-4107	UTILITY SERVICE CO., IN	I-607291 607292	602-4330-422	PROFESSIONAL 400,000 GR STG MCGOVERN TANK/W	000000	24,770.00
		I-607291 607292	602-4330-422	PROFESSIONAL 500,000 GR STG MCGOVERN TANK/W	000000	28,953.00
01-4711	AMAZON CAPITAL SERVICES	I-1KXX-YDHM-RPG4	602-4330-426	SUPPLIES (3) HARD HATS/WATER	000000	65.70
		I-1KXX-YDHM-RPG4	602-4330-426	SUPPLIES HARD HAT RACK/WATER	000000	3.50

PACKET: 06718 COMBINED - 8/6/24

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4848	ADOBE INC	I-2814420645	602-4330-426	SUPPLIES 2024 ANNUAL RENEWAL PW	000000	42.72
					DEPARTMENT 330 WATER	TOTAL: 60,582.59
					FUND 602 WATER FUND	TOTAL: 60,582.59

PACKET: 06718 COMBINED - 8/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3838	BLUEPEAK						
		I-PHONE 07/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	171.23	
		I-PHONE 07/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	44.62	
		I-PHONE 07/16/24 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	128.60	
01-4711	AMAZON CAPITAL SERVICES						
		I-1KXX-YDHM-RPG4	607-4580-426	SUPPLIES DEPOSIT BAGS/MT MORIAH	000000	7.00	
01-5069	MICROSOFT						
		I-215	607-4580-422	PROFESSIONAL JUNE 2024 AZURE	000000	283.95	
DEPARTMENT 580 HISTORIC CEMETERIES						TOTAL:	635.40
FUND 607 HISTORIC CEMETERIES						TOTAL:	635.40

7/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5218	ENTERPRISE RENT-A-CAR	I-20240714	610-3360-532	PARKING FINE REFUND CITATION 25694687/P&T	000000	100.00
01-5280	STAR CAR RENTAL	I-20240710	610-3360-532	PARKING FINE REFUND CITATION 256116447/P&T	000000	10.00
		I-20240710 A	610-3360-532	PARKING FINE REFUND CITATION 256115741/P&T	000000	10.00
		I-20242407	610-3360-532	PARKING FINE CHG TWICE CITATION 25695876/P&	000000	60.00
01-5281	COUNTS, HALLIE	I-20240717	610-3360-530	PARKING COMBI REFUND CHGD TWICE@KIOSK/P&T	000000	28.20
01-5282	DOLLAR CAR RENTAL	I-20240722	610-3360-532	PARKING FINE REFUND CITATION 256104992/P&T	000000	100.00
01-5283	RECHKEMMER, JOHN	I-20240714	610-3360-532	PARKING FINE REFUND CITATION 256107188/P&T	000000	60.00
01-5285	HAIGHT, ERICA	I-20242407	610-3360-530	PARKING COMBI REFUND DUPLICATE PARKING/P&T	000000	10.00
01-5286	LEWIS, LYNN	I-07/24/24 PERMIT	610-3362-633	REVENUE-CONTR REFUND PARKING PERMIT/RAMP	000000	53.10
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	431.30
01-0578	TWIN CITY HARDWARE & LU	I-2407-006923	610-4360-426	SUPPLIES DEERSKIN MESH LARGE/P&T	000000	20.99
		I-2407-008370	610-4360-426	SUPPLIES RUBBER EARPLUGS-TAPE RULE/P&T	000000	15.98
01-0598	SUMMIT SIGNS AND SUPPLY	I-65974	610-4360-426	SUPPLIES 20 MIN PARKING-DELINEATORS/P&T	000000	294.00
01-1003	VERIZON WIRELESS	I-9968736808	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9968736808	610-4360-422	PROFESSIONAL (3) PARKING ENFORCMT SYS/P&T	000000	128.04
01-2715	SPEARFISH BUILDING & SU	I-55967	610-4360-426	SUPPLIES (3) INSLX TRAFFIC YELLOW/P&T	000000	367.35
01-3060	QUIK SIGNS	I-46479	610-4360-426	SUPPLIES 4X8 LAMINATED SIGN/P&T	000000	481.98
01-3667	BERBERICH DESIGN	I-004	610-4360-422	PROFESSIONAL TRAILS & MAPS - P & T	000000	746.82
01-4345	ULINE	I-180786347	610-4360-426	SUPPLIES SAFETY TOE COVERS/P&T	000000	48.00

07/31/2024 12:40 PM  
 PACKET: 06718 COMBINED - 8/6/24  
 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
01-4517	STRAIGHT LINE STRIPING					
		I-2313	610-4360-422	PROFESSIONAL HANDICAP-MOTORCYCLE/P&T	000000	931.34
01-4711	AMAZON CAPITAL SERVICES					
		I-1K73-KLTH-3KCH	610-4360-426	SUPPLIES DIG SOUND LEVEL METER/P&T	000000	29.89
		I-1KXX-YDHM-RPG4	610-4360-426	SUPPLIES DIGITAL CAMERA/P&T	000000	305.81
01-4766	IPS GROUP INC					
		I-INV99316	610-4360-425	REPAIRS OPERATING BOARD LCD/P&T	000000	1,928.54
01-4848	ADOBE INC					
		I-2814420645	610-4360-426	SUPPLIES 2024 ANNUAL RENEWAL P&T	000000	170.88
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						5,509.63
01-0578	TWIN CITY HARDWARE & LU					
		I-2407-006528	610-4361-426	SUPPLIES (2) WASTEBASKET/TROLLEY	000000	11.58
		I-2407-007313	610-4361-426	SUPPLIES FL BL SPARY PAINT/TROLLEY	000000	7.79
01-1827	MS MAIL					
		I-14680	610-4361-426	SUPPLIES TIME SHEETS-ALL DAY PASS/TROLL	000000	330.00
01-2427	HOMETOWN MANUFACTURING					
		I-8607	610-4361-425	REPAIRS AMBER-CLEARANCE LIGHT/TROLLEY	000000	138.07
		I-8614	610-4361-425	REPAIRS FENDER-LIGHT- WEDGE/TROLLEY	000000	609.34
		I-8618	610-4361-425	REPAIRS EXTERIOR SIGN BRACKET/TROLLEY	000000	60.77
01-4317	VIGILANT BUSINESS SOLUT					
		I-2742	610-4361-422	PROFESSIONAL SCREENING	000000	37.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1HWD-X64P-3Q9J	610-4361-425	REPAIRS 3 BUTTON STATION/TROLLEY	000000	36.95
01-5069	MICROSOFT					
		I-215	610-4361-422	PROFESSIONAL JUNE 2024 AZURE P&T	000000	283.95
01-5284	COUSIGN, LLC					
		I-INV18996	610-4361-426	SUPPLIES SCOREBOARD COUNTER/TROLLEY	000000	529.10
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						2,044.55
01-3838	BLUEPEAK					
		I-TELEPHONE 07/16/24	610-4362-428	UTILITIES PARKING RAMP	000000	166.03
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						166.03
FUND 610 PARKING/TRANSPORTATION TOTAL:						8,151.51

PACKET: 06718 COMBINED - 8/6/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUN-072324	722-2190	AMOUNTS HELD SALES TAX DUE FOR JUNE '24	000000	8,585.65
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 8,585.65
				FUND	722 SALES TAX AGENCY	TOTAL: 8,585.65

PACKET: 06718 COMBINED - 8/6/24

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-#8200017030-7/3/24	725-4000-429	OTHER EXPENSE #8200017030 - TIF #8	000000	6,282.13
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	6,282.13
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	6,282.13
					REPORT GRAND TOTAL:	1,229,431.72





## **POLICE DETECTIVE POSITION DESCRIPTION**

### **GENERAL PURPOSE**

Performs general Police duties in the protection of life and property through the enforcement of Local, State and Federal Laws. Investigate and prevent crimes and help educate the public.

### **SUPERVISION RECEIVED**

Works under the direct supervision of the Investigations Sergeant, unless directed otherwise by the Chief of Police.

### **SUPERVISION EXERCISED**

None.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Instructs, advises and works with other Officers in performing investigations of suspected violations of laws, rules and City ordinances.
- Locates and interviews Persons of interest, takes statements, collects and processes evidence.
- Investigates complaints, follows leads, collects and compiles information into case reports to be used in Court.
- Works closely with other State, Federal and Local Agencies.
- May assist Command Staff with the development and implementation of investigation policies and procedures.
- Will assist in the collection, storage, maintenance and disposal of case evidence managed by the Deadwood Police Department.
- Will fill the duties of Patrol Officer as needed.
- Testify in court, as needed, for the collection and storage of evidence presented.
- Participate in public relation programs which may include speaking to citizens/school groups.
- Will work flexible hours at times to include nights, weekends and holidays.
- Subject to participate in a rotating call-out schedule and be available for call-out.

**ADDITIONAL DUTIES**

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

- Work with citizens and business in all types of situations
- Work with minimum supervision and be able to make sound judgment decisions
- Work flexible hours/or shift work, including holiday, weekends and extended days
- Subject to call-out as needed

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**DESIRED MINIMUM QUALIFICATIONS:****GENERAL QUALIFICATIONS**

- Must be 21 years of age or older
- Must be a United States Citizen
- South Dakota Certified Law Enforcement Officer
- Must be employed by the Deadwood Police Department for a minimum of one year
- Must not be under any probationary status
- Must be in good standing within the Department

**EDUCATION AND EXPERIENCE**

- High School Diploma or GED equivalent.

**NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES**

Must have thorough knowledge of:

- Investigation techniques and procedures
- Knowledge of evidence collection techniques and tools
- Rules and procedures of evidence and court process
- Techniques of identifying, preserving and presenting evidence
- Sources of information used in locating persons
- Laws of Arrest and Search and Seizure
- Knowledge of Local, State and Federal Laws
- Legal Process Service and legal rights of citizens
- Interviewing techniques
- Ability to work in a multi-agency setting either as lead or assisting Investigator

- Ability to build and maintain relationships with community members and businesses

### **SPECIAL REQUIREMENTS, TOOLS, and EQUIPMENT**

Any special requirements, tools, or equipment used to perform the duties of a Detective, are outlined in the scope of the position of police officer, and/or what would commonly and reasonably be used in the performance of the duties of a police officer. For example, special requirements, tools and equipment used are, but not limited to; CPR Certification, police car, communication devices, weapons, detention devices, computer/software, cameras and crime scene processing tools.

### **PHYSICAL DEMANDS**

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

The employee must work rotating shifts and extended workday, overtime, and call out assignments. Employees will work and deal with the general public in all types of situations and conditions. The employee will be in good health as there are frequent periods of sitting, standing, bending, crawling, and stooping in all types of terrain and conditions. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The employee must occasionally lift, carry, and/or move more than 100 pounds.

### **WORK ENVIRONMENT**

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

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Drive patrol vehicles in a safe and effective manner while on patrol or responding to a complaint in all types of weather conditions.

**SELECTION GUIDELINES**

- Letter of interest and resume submitted to the Chief of Police
- Oral Panel Interview
- Position related test may be required
- Final Chief's Interview

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

NOTE: This position is a lateral transfer only and is considered a re-assignment. This position is for no definite term, regardless of any other oral or written statement by any representative of the City of Deadwood.

**Functional Job Description**

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

Position: \_\_\_\_\_ Police Detective \_\_\_\_\_

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

Physician Approval: \_\_\_\_\_

Date Developed: 06/05/2013 Revisions: \_\_\_\_\_

**PHYSICAL DEMANDS**

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

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 10 HOUR DAY	COMMENTS
Sit	2	5	Patrol Car.
Stand	2	5	
Walk	2	5	
Bike	2	6	

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

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop			X		
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

### PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	100 pounds	25 pounds	20 pounds	Duty Gear
Lift (pounds)	100 pounds	25 pounds	20 pounds	Duty Gear

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Motor Vehicle or bicycle.
Simple hand grasping	X	X	
Firm hand grasping	X	X	

Fine manipulating	X	X	Fire arm.
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### SENSORY PERCEPTIONS

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

### ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		

The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		Firearms, sirens, rally, crowded establishments, special events –concerts.
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Firearms
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		Vehicle accidents
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

### MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		

Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning: Apply procedure Develop new procedure	X	X	
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills: Develop written communications requiring grammar skills. Interact with customers on an explanatory basis. Interact with groups of people.	X X X		
Math Skills: Basic skills of addition, subtraction, and multiplication. Advanced math skills.	X X		Advanced Accident Investigation (Not all officers are required to use)
Reading Skills: Basic instructions material Technical information	X X		
Other			
Other.			



**JOB DESCRIPTION EMPLOYEE AGREEMENT  
for POLICE DETECTIVE**

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## **AGREEMENT BETWEEN THE CITY OF DEADWOOD AND BOOT HILL ESTATES LLC**

This agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota and Boot Hills Estates, LLC with a record address of 1920 Valley View Ct, Huron, South Dakota 57350.

The Principal (Boot Hill Estates, LLC and Western Surety Company) has entered into an agreement with the Oblige (City of Deadwood), guaranteeing only that the Principal will complete site improvements as per the construction activities based upon the revised application July 15, 2024 (Permit No. 240091) for grading certain areas of Boot Hill Estates (Exhibit A) and bulleted below:

- Reclaim and slope existing disturbed area of the proposed parking lot (flat space) followed by an appropriate layer of topsoil and hydroseeding the disturbance.
- Removal of a minimum number of trees on upper road to complete the upper slope followed by topsoiling and hydroseeding.
- Completing lower slopes on upper road with topsoiling and hydroseeding.
- Shaping the grade of upper road and placing gravel along the entire length of the road.

The estimated amount of earth to be moved as communicated by the contractor is estimated to be approximately 4,000 additional cubic yards and the amount of earth already moved was estimated at 5,000 cubic yards. The permit fee for this "reclamation" project is based on a total of cubic yards. Any change in the amount of earth moved may cause additional fees. Based on the amounts given, the cost of the permit was set at \$900.00 (or \$0.10/cy).

Prior to the issuance of the permit, the City required this financial guarantee in the form of a performance bond from the Principal. In this case, the amount of the bond shall be in the amount of \$350,000.00 (based on the project cost submitted in Exhibit A.)

Any changes, additions, or alterations will require additional review through the various departments and commissions of the City of Deadwood.

This agreement allows for the completion of the upper private road only as outlined above and set forth in a portion of the plans submitted to the City of Deadwood and attached as Exhibit B excluding additional cut and fill associated with the proposed parking area.

The gravel surface is approved as an interim surface for this private road until such time plans are presented to and approved by the City for future or additional development activities, at which time, the road shall be required all necessary city requirements.

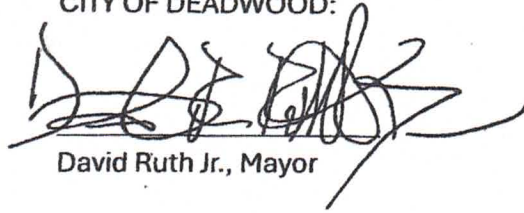
If the improvements are not completed within the required time, the city planning department may cause them to be completed and collect against the financial guarantee or, if the guarantee is exhausted, against the developer for their full cost of completion pursuant to Chapter 17.04.120 Financial Guarantees.

The Principal must maintain and comply with South Dakota Department of Agriculture and Natural Resources rules and regulations including any SWPPP requirements.

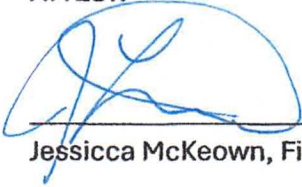
Work to be completed by October 31, 2024.

Dated this 16th day of July, 2024.

CITY OF DEADWOOD:

  
David Ruth Jr., Mayor

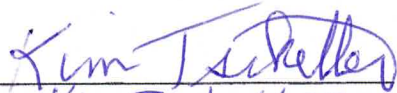
ATTEST:

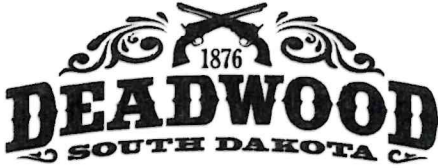
  
Jessica McKeown, Finance Officer



Dated this \_\_\_\_ day of July, 2024

Boot Hills Estates, LLC

  
By: Kim Tschetter  
Its: Owner



**BUILDING PERMIT APPLICATION**

CITY OF DEADWOOD

108 Sherman St., Deadwood, SD 57732

(605) 578-3082 Fax (605) 578-2084

permitsandlicensing@cityofdeadwood.com

Permit # 240091

Permit Fee \$ 900.00

<b>Property Owner:</b> <u>Boot Hill Estates</u>	<b>Please check:</b> <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Public
<b>Mailing Address:</b> <u>1920 Valley View Ct</u>	<input type="checkbox"/> New Construction <input type="checkbox"/> Accessory Structure
<b>City/State/Zip:</b> <u>Huron SD 57350</u>	<input checked="" type="checkbox"/> Grading <input type="checkbox"/> Remodel Existing Structure
<b>Owner Phone:</b> <u>605-350-4020</u>	<input checked="" type="checkbox"/> Excavation <input type="checkbox"/> Repair Existing Structure
<b>E-mail:</b> _____	<input type="checkbox"/> Demolition <input type="checkbox"/> Sewer Tap
<b>Job Address:</b> <u>20845 Majestic Heights Road</u>	<input type="checkbox"/> Addition to Existing Structure <input type="checkbox"/> Water Tap
	<input type="checkbox"/> Sidewalk Repair/Replacement <input type="checkbox"/> Change of Occupancy

Do you intend on hiring a contractor or performing the work yourself? <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Self	<b>What type of work will be done? (check all that apply)</b>
<i>If you checked Contractor, please complete the following:</i>	<input type="checkbox"/> Building/Construction/Repair <input type="checkbox"/> Plumbing/Gas
<b>Contractor Name:</b> <u>Rogers Construction Inc</u>	<input type="checkbox"/> Electrical <input type="checkbox"/> Concrete/Foundation
<b>Mailing Address:</b> <u>722 14th Street</u>	<input type="checkbox"/> Mechanical/HVAC <input checked="" type="checkbox"/> Other (describe below)
<b>City/State/Zip:</b> <u>Sturgis SD 57785</u>	<b>Description of work:</b> <u>Sloping proposed cut, topsoiling</u>
<b>Contact Name:</b> <u>James Rogers</u>	<u>and seeding the area. Removing of trees on upper</u>
<b>Contact Phone:</b> <u>605-580-2425</u>	<u>road to complete the slope, topsoiling and seeding.</u>
<b>E-mail:</b> <u>rogersconstruction2@rushmore.com</u>	<u>Completing lower slopes on upper road, topsoiling</u>
Is City License current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>and seeding. Shaping the grade of upper road and</u>
	<u>placing gravel from top to bottom of road.</u>
<b>Project Cost:</b> <u>\$350,000.00</u> (materials and labor)	

**Subcontractor Name(s):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTICE**

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZATION IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

THIS PERMIT DOES NOT COVER ELECTRICAL OR PLUMBING PERMITTING; PLEASE CONTACT THE APPLICABLE STATE AGENCY FOR THOSE PERMITS. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW OR ORDINANCE REGULATION CONSTRUCTION OR THE PERFORMANCE OR CONSTRUCTION.

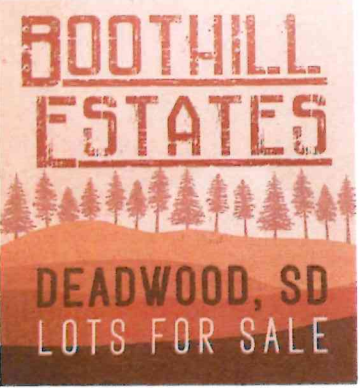
X <u>James W Rogers</u> <u>07/15/2024</u>	X _____    _____
Signature of Contractor/Authorized Agent    Date	Signature of Contractor/Authorized Agent    Date
<u>James W Rogers, President/Owner</u>	X _____    _____
PRINTED NAME of Applicant, Contractor, Owner or Authorized Agent	Signature of Owner or Agent    Date

**FOR OFFICE USE ONLY BELOW THIS LINE**

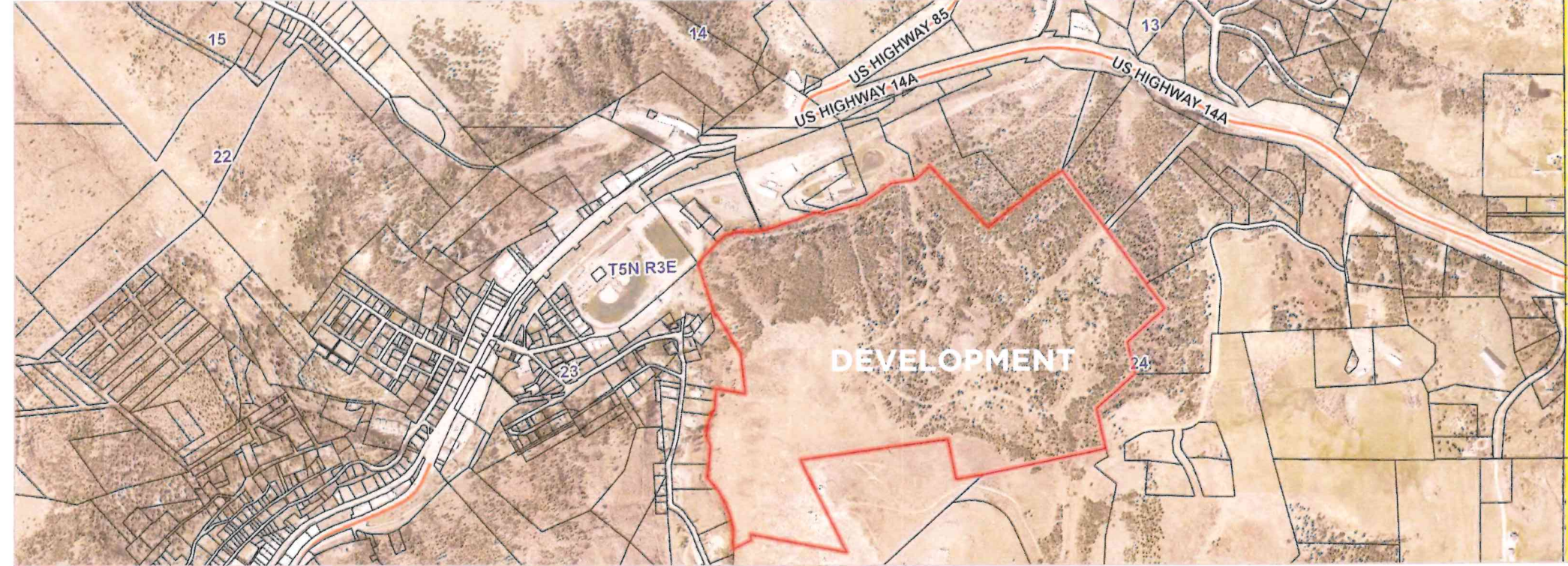
_____ Building Official Approval	_____ Date	_____ Historic Preservation Official	_____ Date
_____ Planning and Zoning Official	_____ Date	<input type="checkbox"/> Contributing    Case # _____	<input type="checkbox"/> Certificate of Appropriateness
<input type="checkbox"/> SFHA <input type="checkbox"/> Site Plan	<input type="checkbox"/> Acc Type	Parcel No. <u>30900-00840-000-00</u>	
Are plans required? <input type="checkbox"/> Yes <input type="checkbox"/> No			

# BOOT HILL DEVELOPMENT - PHASE 1

JUNE 18, 2024



DEADWOOD, SOUTH DAKOTA



## INDEX OF SHEETS

- C-1 COVER SHEET
- E-1 EXISTING CONDITIONS PLAN
- LA-1 ESTIMATE OF QUANTITIES & GENERAL NOTES
- LA-2 TYPICAL SECTIONS & DETAILS
- ER-1 EROSION CONTROL NARRATIVE
- ER-2 EROSION CONTROL NOTES
- ER-3 EROSION CONTROL PLAN
- C-1 LAYOUT PLAN
- C-2 GRADING PLAN

## VICINITY MAP

LEGAL DESCRIPTION: M.S. 840 BUENA VISTA TRACT  
 BEING A PORTION OF M.S. 343, 681, 685, 686, 788, 840,  
 920 & 1208 SECTIONS 23 & 24-005-03 PLAT 1993-05668  
 ALL IN TOWNSHIP 5 NORTH, RANGE 3 EAST, BHM,  
 LAWRENCE COUNTY, SD. 160.53 ACRES



NO SCALE

**811** Know what's below.  
 Call before you dig.

The locations of all existing utilities are shown in an approximate location. The Contractor is responsible for coordination and location of all existing utilities. Contractor is fully responsible for any and all damages resulting from the Contractor's failure to exactly locate and preserve any and all existing utilities.

City of Deadwood Public Works Department  
 108 Sherman Street Deadwood, SD 57732  
 Phone: (605) 578-3082

I, Christopher M. Wehrle, certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents, or a properly executed Exception to the Design Standards has been obtained.

**Wyss Associates, Inc.**

Landscape Architecture      Land Planning  
 Golf Course Architecture      Historic Preservation  
 Parks & Recreation Design      Corridor and Streetscape

728 Sixth Street – Rapid City, South Dakota 57701–3670  
 Ph. 605.348.2268      www.wyssassociates.com

Christopher Wehrle, Landscape Architect      Date



Sub Sheet <b>E-1</b> Sheet _____ OF _____	DESIGNED BY: CMW	NO. REVISION DATE _____ _____ _____ _____ _____	Sheet Title	Project Name	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design 728 Sixth Street - Rapid City, South Dakota 57701-3670 Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design
	DRAWN BY: CAD		Existing Conditions Plan	Boot Hill Estates Phase 1	
	APPROVED BY: CMW				
	PROJECT NO. 231201				
	DATE: JUNE 18, 2024				

Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and instruments prepared by the design professional as instruments of service shall remain the property of the design professional. All common law, statutory and other reserved rights including the copyright thereto.

**ESTIMATE OF QUANTITIES**

Item No.	DESCRIPTION OF ITEM	Unit	Quantity (EST)
1	MOBILIZATION	LS	1.0
2	INCIDENTALS	LS	1.0
3	CLEAR AND GRUB	LS	1.0
4	SURVEYING, STAKING & ASBULTS	LS	1.0
5	EROSION CONTROL	EA	1.0
6	UNCLASSIFIED EXCAVATION	CY	67,040.0
7	18" HDPE PIPE	LF	336.0
8	18" METAL END SECTIONS	EA	4.0
9	36" HDPE PIPE	LF	580.0
10	36" METAL END SECTIONS	EA	4.0
11	36"x18" TEE	EA	2.0
12	CLASS B RIP-RAP	CY	10.0
13	PLACING TOPSOIL (4" MIN)	CY	1,000.0
14	2" RECYCLED ASPHALT SURFACING (OPTIONAL, PER OWNER)	TON	136.0
15	5" COMPACTED BASE COURSE	TON	7,700.0
16	SEEDING & MULCHING	LS	1.0

**GENERAL NOTES:**

ALL WORK REQUIREMENTS SHOWN ON THESE DRAWINGS AND NOT OTHERWISE DETAILED SHALL BE ACCOMPLISHED AS SPECIFIED IN THE LATEST SPECIFICATIONS FROM THE CITY OF RAPID CITY. CONTRACTOR WILL CONDUCT HIS WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPT OF LABOR PART 1926.

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES AND PROTECT THEM FROM DAMAGE. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND SOME ITEMS MAY NOT BE INDICATED IN THE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR. THE CONTRACTOR SHALL NOT BEGIN EXCAVATION IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATION IN CONNECTION WITH EXECUTION OF THE WORK. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION EFFORTS WITH ALL LOCAL UTILITY COMPANIES PERTINENT TO PROSECUTION OF THE WORK.
- THE INFORMATION ON THESE DRAWINGS CONCERNING THE TYPE, SIZE AND LOCATION OF UTILITIES HAS BEEN BASED UPON THE INFORMATION AVAILABLE DURING TOPOGRAPHIC SURVEYS. SIZE AND TYPE OF UTILITIES WAS PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES IN PLACE UNLESS THEY ARE SCHEDULED FOR RELOCATION. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE UTILITY COMPANIES. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS WORK.
- THE CONTRACTOR SHALL UTILIZE THE SOUTH DAKOTA ONE CALL NOTIFICATION PROCESS TO PROVIDE ADVANCE NOTICE OF AT LEAST 48 HRS, EXCLUDING WEEKENDS & HOLIDAYS, TO INFORM ALL SOUTH DAKOTA UNDERGROUND FACILITY OPERATORS OF INTENDED EXCAVATION. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES BEFORE WORK IS COMMENCED.
- THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES GENERAL STORM WATER CONSTRUCTION PERMIT. CONTACT SD DENR AT 1.800.438.3367. COST OF SWPPP SHALL BE INCIDENTAL TO THE PROJECT. CONTRACTOR SHALL MAINTAIN THE SWPPP THROUGHOUT THE PROJECT UNTIL THE SITE OBTAINS 70% VEGETATION GROWTH.
- AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY & AT THE EXPENSE OF THE CONTRACTOR TO A CONDITION EQUAL OR BETTER THAN EXISTING, AS APPROVED BY THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL SUBMIT TO LANDSCAPE ARCHITECT A PLAN FOR STORAGE, PARKING AND SERVICE AREA(S) FOR REVIEW AND APPROVAL. THE PLAN MUST BE SUBMITTED AND APPROVED ONE WEEK PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL APPLY FOR AND OBTAIN ALL NECESSARY PERMITS AND LICENSES AND SHALL COMPLY WITH ANY AND ALL FEDERAL, STATE AND LOCAL ORDINANCES, LAWS OR REGULATIONS APPLICABLE TO PERFORM THE WORK.
- ALL MATERIAL TO BE REMOVED FOR DISPOSAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS NOTED OTHERWISE, AND SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL & STATE REGULATIONS.
- ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL SAW CUTTING IS INCIDENTAL TO THE PROJECT.
- THE CONTRACTOR WILL PROVIDE CONSTRUCTION STAKING & MATERIAL TESTING.
- ALL ASPHALT BINDERS SHALL BE CONSIDERED INCIDENTAL.

**SHOP DRAWINGS**

THE CONTRACTOR SHALL SUBMIT ELECTRONIC PDF COPIES OF ALL SUBMITTALS FOR REVIEW TO:  
 Chris Wehrle (chrisw@wyssassociates.com)  
 Wyss Associates, Inc - 728 6th Street - Rapid City, SD 57701  
 AFTER REVIEW, COPIES WILL BE RETURNED TO THE CONTRACTOR WITH ANY REVISIONS NOTED.

**GRADING OPERATIONS**

PRIOR TO ANY WORK, THE CONTRACTOR (OWNER) SHALL ENGAGE A GEOTECHNICAL ENGINEER FOR PROJECT SITE ANAYSIS. SEE SHEET LA-2 FOR GEOTEHCNICAL ENGINEER REQUIREMENTS AND FURTHER COORDINATION REQUIRED BY CONTRACTOR.

WATER FOR GRADING OPERATIONS (INCLUDING EMBANKMENT CONSTRUCTION & SUBGRADE PREPARATION) SHALL BE INCIDENTAL TO THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR LOADING, HAULING, & APPLICATION OF THE WATER.

**CERTIFICATION AND TESTING**

SUBMITTALS & CERTIFICATION DOCUMENTS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR ALL MATERIALS DELIVERED TO THE SITE. APPROPRIATE SAMPLING & TESTING IN COMPLIANCE WITH THE CITY OF RAPID CITY STANDARD SPECIFICATIONS SHALL APPLY. ADDITIONAL RANDOM DENSITIES, AGGREGATE TESTING, DEPTH MEASUREMENTS, ETC. MAY BE REQUESTED AND SHALL BE PROVIDED AT THE OWNER'S EXPENSE. ANY RETESTING DUE TO FAILED INITIAL TESTS WILL BE PROVIDED AT THE CONTRACTOR'S EXPENSE.

**STORM WATER**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THIS PROJECT. CONSTRUCTION ACTIVITIES CONSTITUTE ARE MORE THAN 1 ACRE OF DISTURBANCE.

**ACTION TAKEN/REQUIRED:**

AT A MINIMUM AND REGARDLESS OF PROJECT SIZE, APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED TO CONTROL THE DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.

**BASE COURSE**

AGGREGATES FOR BASE COURSE SHALL BE 3/4" LIMESTONE LEDGE ROCK AND SHALL CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS. ESTIMATED QUANTITIES WERE BASED UPON AN ASSUMED IN PLACE DENSITY OF 1.9 TON/CY. CONTRACTOR SHALL NOT FURNISH BASE COURSE PRIOR TO ENGINEER'S SUBGRADE APPROVAL.

**UNCLASSIFIED EXCAVATION, DIGOUTS**

CONTRACTOR SHALL OVER EXCAVATE AREAS DEEMED TO BE UNACCEPTABLE FOR PAVING BY THE LANDSCAPE ARCHITECT

**WASTE DISPOSAL SITE**

CONSTRUCTION AND/OR DEMOLITION DEBRIS MAY NOT BE DISPOSED OF WITHIN THE ROW. THE WASTE DISPOSAL SITE(S) SHALL NOT BE LOCATED IN A WETLAND, WITHIN 200 FEET OF SURFACE WATER, OR IN AN AREA THAT ADVERSELY AFFECTS WLDLIFE, RECREATION, AESTHETIC VALUE OF AN AREA, OR ANY THREATENED OR ENDANGERED SPECIES, AS APPROVED BY THE LANDSCAPE ARCHITECT.

IF THE WASTE DISPOSAL SITE(S) IS LOCATED SUCH THAT IT IS WITHIN VIEW OF ANY ROW, THE FOLLOWING ADDITIONAL REQUIREMENTS SHALL APPLY:

THE ABOVE REQUIREMENTS WILL NOT APPLY TO WASTE DISPOSAL SITES THAT ARE COVERED BY AN INDIVIDUAL SOLID WASTE PERMIT AS SPECIFIED IN SDCL 34A-6-58, SDCL 34A-6-1.13, AND ARSD 74:27:10-06.

FAILURE TO COMPLY WITH THE REQUIREMENTS STATED ABOVE MAY RESULT IN CIVIL PENALTIES IN ACCORDANCE WITH SOUTH DAKOTA SOLID WASTE LAW, SDCL 34A-6-1.31.

ALL COSTS ASSOCIATED WITH DISPOSING OF WASTE, MAINTAINING CONTROL OF ACCESS (FENCE, GATES, AND SIGNS), AND RECLAMATION OF THE WASTE DISPOSAL SITE(S) SHALL BE INCIDENTAL TO THE VARIOUS CONTRACT ITEMS.

**TRENCH EXCAVATION AND BACKFILL**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE EXCAVATION COMPLYING WITH APPLICABLE STATE AND FEDERAL REGULATIONS. IT IS POSSIBLE THAT IN SOME AREAS SPECIAL FOUNDATIONS MAY BE REQUIRED TO PROVIDE ADEQUATE SUPPORT FOR THE PIPE. SUCH FOUNDATIONS WILL CONSIST OF SUB-EXCAVATION TO A DEPTH AS REQUIRED BY THE ENGINEER AND PLACEMENT OF FOUNDATION MATERIAL.

**COMPACTION**

BACKFILL AND EXCAVATION SHALL BE COMPACTED TO 95% MAXIMUM PROCTOR DENSITY AND 98% TOP 1-FOOT. CONDITION OPTIMUM MOISTURE TO -1% TO +3%.

**DEWATERING**

DEWATERING IS NOT ANTICIPATED PER GEOTECHNICAL REPORT AND IS CONSIDERED INCIDENTAL. DEWATERING ACTIVITIES SHALL BE CONDUCTED IN COMPLIANCE WITH THE "GENERAL PERMIT TO DISCHARGE UNDER THE SURFACE WATER DISCHARGE SYSTEM FOR TEMPORARY DEWATERING ACTIVITIES IN SOUTH DAKOTA", SDDENR PERMIT NO. SDG 070000. A COPY OF THE PERMIT IS AVAILABLE THROUGH SDDENR. THE CONTRACTOR IS REQUIRED TO FURNISH THE "REQUEST FOR AUTHORIZATION" TO DENR REQUIRED UNDER THE PERMIT AND FOR EACH SCHEDULE. OBTAIN DENR AUTHORIZATION, AND FURNISH A SEPARATE COPY OF AUTHORIZATION TO THE RESPECTIVE OWNER AT THE PRECONSTRUCTION CONFERENCE. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING SELF-MONITORING ACTIVITIES INCLUDING SAMPLING, TESTING AND REPORTING AS MAY BE DETERMINED TO BE REQUIRED UNDER THE AUTHORIZATION TO DISCHARGE. PAYMENT FOR OBTAINING THE NECESSARY AUTHORIZATION TO DISCHARGE, AND FOR ALL COMPLIANCE ACTIVITIES AND OBLIGATIONS BY THE CONTRACTOR SHALL BE ABSORBED INTO THE ITEM TO WHICH IT RELATES. NO ADDITIONAL PAYMENT WILL BE MADE.

**GRADING CALCULATION**

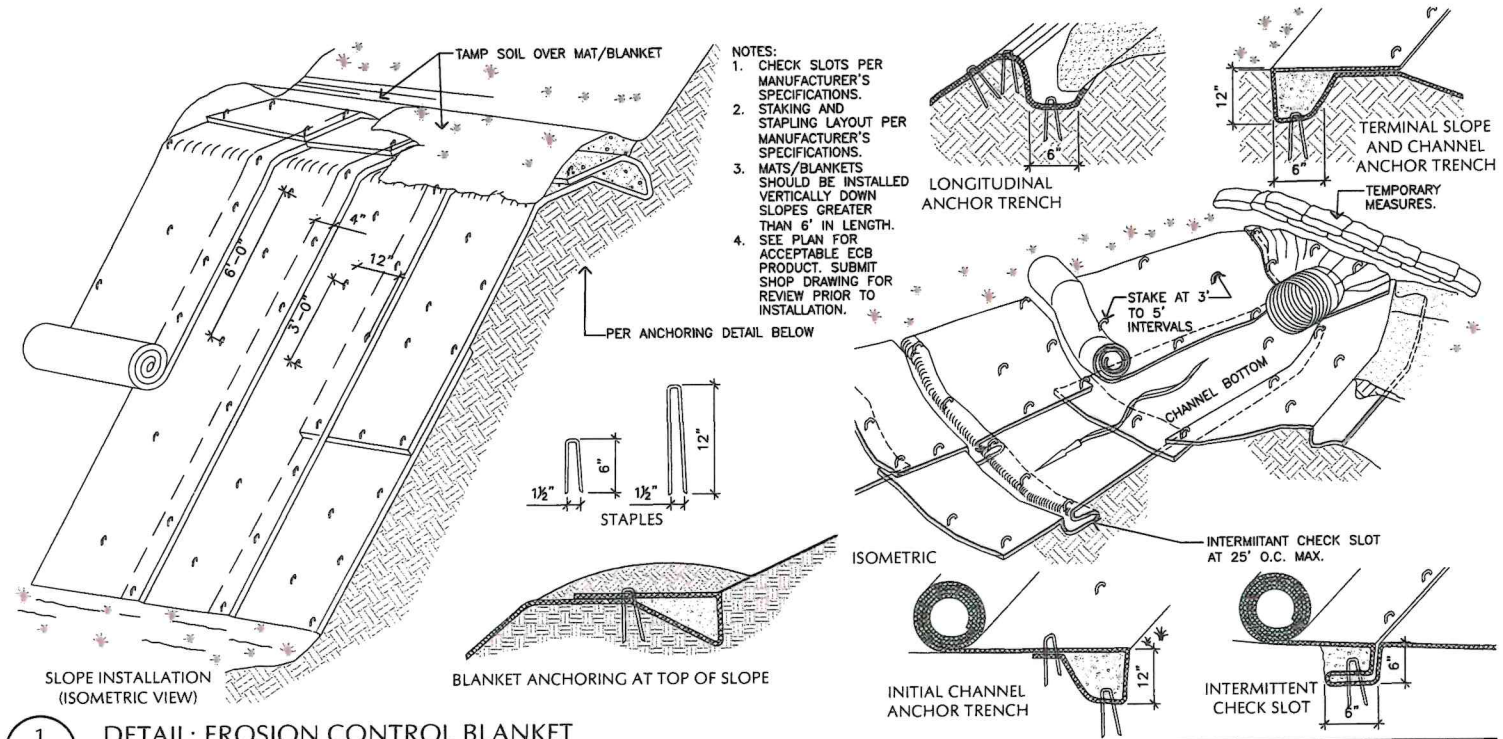
Boot Hill Development - Lower Staging Area Grading Calc

Net Cut	51762	CY
Net Fill	18030	CY
Waste Material (on-site)	33732	CY

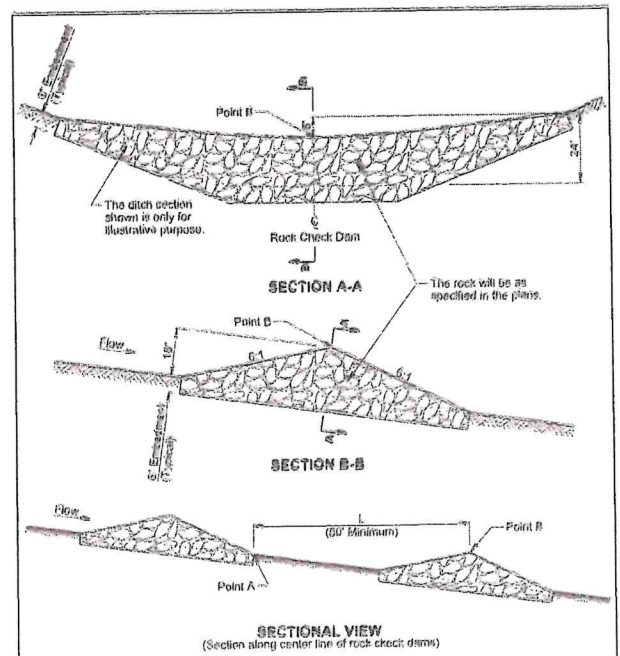
**notes:**

- no shrink factor has been applied to these quantities
- material needed to establish subgrade will be from on-site soils best determined onsite by General Contractor
- earthwork calculations are approximate. Contractor is responsible for calculating their own earthwork quantities.
- all disturbed grades are to be re-seeded with specified seed mix
- borrow areas shall not have any grades that exceed 2:1 slopes
- fill quantity includes 4" of topsoil for all disturbed un paved areas

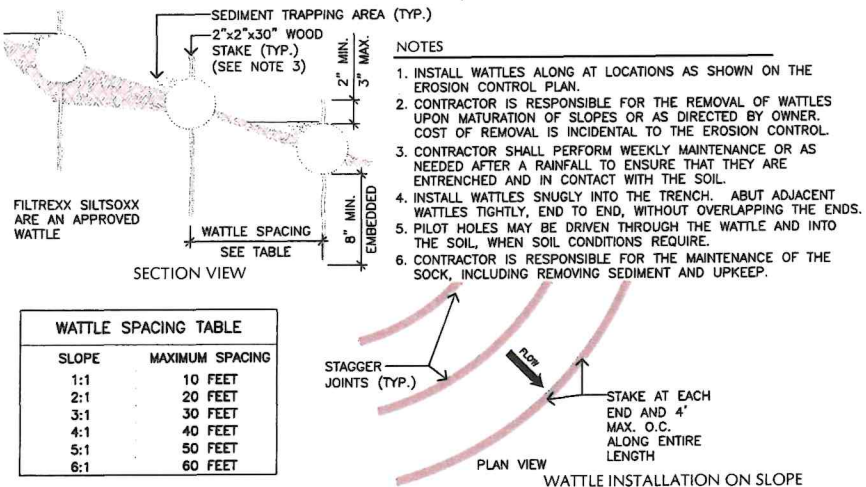
Sub Sheet  <div style="font-size: 2em; font-weight: bold; text-align: center;">LA-1</div> Sheet _____ OF _____	DESIGNED BY: CMW DRAWN BY: CAD APPROVED BY: CMW PROJECT NO. 231201 DATE: JUNE 18, 2024	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE										Sheet Title  <div style="font-size: 1.5em; font-weight: bold;">Estimate of Quantities &amp; General Notes</div>	Project Name  <div style="font-size: 1.2em; font-weight: bold;">Boot Hill Estates Phase 1</div> Deadwood, SD	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design <small>728 Sixth Street - Rapid City, South Dakota 57701-3670                  Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com                  Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design</small>
NO.	REVISION	DATE															



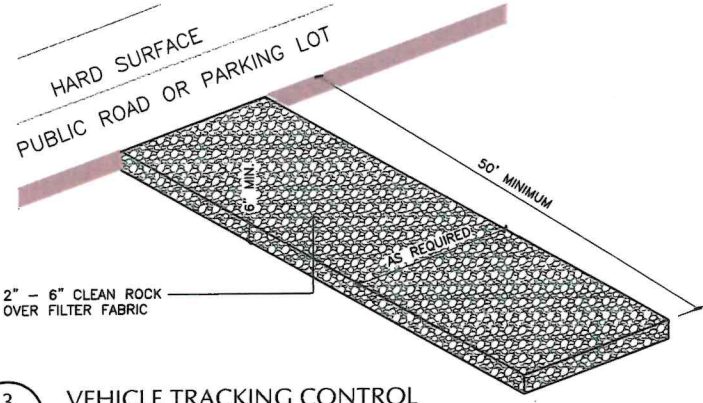
**1** **DETAIL: EROSION CONTROL BLANKET**  
 SCALE: 1/2" = 1'-0"



**4** **DETAIL: ROCK CHECK DAM**  
 SCALE: 1/2" = 1'-0"



**2** **DETAIL: WATTLE INSTALLATION (EROSION CONTROL)**  
 SCALE: 3/4" = 1'-0"



**3** **VEHICLE TRACKING CONTROL**  
 SCALE: 1" = 10'-0"

Sub Sheet <b>LA-2</b> Sheet _____ OF _____	DESIGNED BY: CMW	NO.	REVISION	DATE	Sheet Title <b>Typical Sections and Standard Details</b>	Project Name <b>Boot Hill Estates Phase 1</b> Deadwood, SD	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design 728 Sixth Street - Rapid City, South Dakota 57701-3670 Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design
	DRAWN BY: CAD						
	APPROVED BY: CMW						
	PROJECT NO. 231201						
	DATE: JUNE 18, 2024						

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**EROSION AND SEDIMENT CONTROL MEASURES**

**INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES**

THE CONTRACTOR SHALL NOT BEGIN THE REMOVAL OF SURFACING OR TOPSOIL WITHIN THE APPLICABLE WORK AREA UNTIL ALL APPLICABLE TEMPORARY EROSION CONTROL MEASURES ARE PLACED. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED AS NECESSARY AS CONSTRUCTION PROGRESSES AND THESE TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED WITHIN 24 HOURS AT LOCATIONS IDENTIFIED ON THE ESCP.

**SURFACE ROUGHENING (SR)**

SURFACE ROUGHENING SHALL BE DONE AFTER TOPSOIL PLACEMENT AND BEFORE PERMANENT SEEDING, FERTILIZING, AND MULCHING APPLICATIONS. REFER TO DETAILS. THE EQUIPMENT USED FOR SURFACE ROUGHENING SHALL BE EQUIPPED WITH TRACKS THAT ARE CAPABLE OF CREATING RIDGES IN THE SOIL THAT ARE PERPENDICULAR TO THE SLOPE. THE FINAL CONDITION OF THE SURFACE ROUGHENING SHALL BE APPROVED BY THE ENGINEER.

ALL COSTS ASSOCIATED WITH SURFACE ROUGHENING INCLUDING LABOR, EQUIPMENT, AND MATERIALS SHALL BE INCIDENTAL.

**PERIMETER PROTECTION**

PERIMETER PROTECTION SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER, TO RETAIN SEDIMENT FROM BEING TRANSPORTED OFF THE PROJECT SITE. PERIMETER PROTECTION MAY BE CONSTRUCTED WITH SILT FENCE OR SEDIMENT CONTROL WATTLES. PERIMETER PROTECTION SHALL BE INSPECTED IN ACCORDANCE WITH THE SWPPP AND/OR EROSION SEDIMENT CONTROL PERMIT.

PAYMENT FOR PERIMETER PROTECTION WILL BE PER LINEAR FOOT FOR THE VARIOUS ITEMS USED FOR PERIMETER PROTECTION SUCH AS "SILT FENCE" AND "SEDIMENT CONTROL WATTLE".

**SEDIMENT CONTROL WATTLES (SCW)**

SEDIMENT CONTROL WATTLES CAN BE USED FOR PERIMETER CONTROL, INLET PROTECTION, CHECK DAMS, SLOPE PROTECTION, ETC. AND SHALL BE INSTALLED AT LOCATIONS AS SHOWN ON THE DRAWINGS AND AT LOCATIONS DETERMINED BY THE ENGINEER DURING CONSTRUCTION. REFER TO DETAILS.

THE CONTRACTOR SHALL PROVIDE CERTIFICATION THAT THE SEDIMENT CONTROL WATTLES DO NOT CONTAIN NOXIOUS WEED SEEDS. FOR COMPOST SOCKS THE CONTRACTOR SHALL ALSO PROVIDE CERTIFICATION THAT THE COMPOST USED IS FREE FROM NOXIOUS WEED SEEDS.

THE CONTRACTOR SHALL REMOVE SEDIMENT TRAPPED BY THE WATTLE WHEN THE SURFACE OF THE SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE EXPOSED WATTLE. DAMAGED AREAS SHOULD BE REPAIRED IMMEDIATELY UNTIL THE VEGETATION IS ESTABLISHED AND GROWING THROUGH THE MATERIAL.

THE SEDIMENT CONTROL WATTLE SHALL BE THE DIAMETER SHOWN ON THE DRAWINGS AND SELECTED FROM THE MANUFACTURERS LISTED BELOW: OR APPROVED EQUAL:

**MANUFACTURER PRODUCT NAME**

AMERICAN EXCELSIOR COMPANY CURLEX SEDIMENT LOG AND AEC PREMIER STRAW WATTLE ARLINGTON, TX  
 PHONE: 1-800-777-7645  
[WWW.AMEREXCEL.COM](http://WWW.AMEREXCEL.COM)

FLAXTECH LLC BIOLOG FLAX STRAW WATTLE ROCKLAKE, ND  
 PHONE: 701-266-5417  
[WWW.FLAXTECH.NET](http://WWW.FLAXTECH.NET)

DIOTEN ENGINEERING, INC. COMPOST FILTER SOCK RAPID CITY, SD  
[WWW.DIOTEN.COM](http://WWW.DIOTEN.COM)

ASPEN RIDGE SILT SOCK  
 RAPID CITY, SD PHONE 605-415-0695  
[WWW.SILT SOCKSD.COM](http://WWW.SILT SOCKSD.COM)

THE CONTRACTOR SHALL INSTALL EROSION CONTROL WATTLES ACCORDING TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

SEDIMENT CONTROL WATTLES SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER LINEAL FOOT FOR "SEDIMENT CONTROL WATTLE". PAYMENT FOR ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO INSTALL, MAINTAIN, REPAIR, AND REMOVE THE SEDIMENT CONTROL WATTLES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER LINEAL FOOT.

**REMOVE AND RESET SEDIMENT CONTROL WATTLE**

SEDIMENT CONTROL WATTLES MAY BE REMOVED AND RESET AS NECESSARY AS WORK PROGRESSES. THE SEDIMENT CONTROL WATTLES REMOVED AND RESET SHALL BE IN USEABLE CONDITION. ALL COSTS FOR REMOVING AND RESETTING THE SEDIMENT CONTROL WATTLES SHALL BE INCIDENTAL.

**REMOVE SEDIMENT CONTROL WATTLE**

SEDIMENT CONTROL WATTLE SHALL BE REMOVED WHEN VEGETATION IS ESTABLISHED. SOME OR ALL OF THE SEDIMENT CONTROL WATTLE MAY BE LEFT ON THE PROJECT UNTIL VEGETATION IS ESTABLISHED.

**EROSION CONTROL BLANKET (ECB)**

EROSION CONTROL BLANKET SHALL BE INSTALLED AT LOCATIONS AS SHOWN ON THE DRAWINGS AND AT LOCATIONS DETERMINED BY THE ENGINEER DURING CONSTRUCTION. REFER TO DETAIL.

EROSION CONTROL BLANKETS ARE PLACED INTO THE FOLLOWING CATEGORIES:

- TYPE 1 - USED FOR TEMPORARY STABILIZATION OF SLOPES OF LESS THAN 10H:1V, NOT ALLOWED IN CHANNEL APPLICATIONS;
- TYPE 2 - USED FOR TEMPORARY STABILIZATION OF SLOPES OF 3H:1V OR LESS, CAN BE USED IN LOW GRADIENT DITCHES AND CHANNELS;
- TYPE 3 - USED FOR TEMPORARY STABILIZATION OF SLOPES OF 2H:1V OR LESS, USED IN DITCHES AND CHANNELS; AND
- TYPE 4 - USED FOR TEMPORARY STABILIZATION OF SLOPES OF 1H:1V OR LESS, USED IN DITCHES AND CHANNELS.

THE EROSION CONTROL BLANKET SHALL BE SELECTED FROM THE MANUFACTURES LISTED BELOW; OR APPROVED EQUAL:

**MANUFACTURER PRODUCT NAME**

AMERICAN EXCELSIOR CO TYPE 1: CURLEX NETFREE, CURLEX I; AEC PREMIER STRAW S ARLINGTON, TX  
 TYPE 2: CURLEX II; AEC PREMIER STRAW 2  
 PHONE: 1-800-777-7645 TYPE 3: CURLEX III; AEC PREMIER STRAW/COCONUT 2  
[WWW.AMEREXCEL.COM](http://WWW.AMEREXCEL.COM) TYPE 4: AEC PREMIER COCONUT 2/NET

WESTERN EXCELSIOR TYPE 1 -SS2 RG  
 MANCOS, CO TYPE 2 - SS2  
 PHONE: 1-800-833-8573 TYPE 3 - S2 [WWW.WESTERNEXCELSIOR.COM](http://WWW.WESTERNEXCELSIOR.COM) TYPE 4 - CC4

THE CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET ACCORDING TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

EROSION CONTROL BLANKET WILL BE MEASURED TO THE NEAREST SQUARE YARD. MEASUREMENT OF THE OVERLAP AND TOP AND BOTTOM FOLDS WILL NOT BE MADE. EROSION CONTROL BLANKET DAMAGED FROM CAUSES BEYOND THE CONTROL OF THE CONTRACTOR SHALL BE REPLACED AND THE REPLACEMENT QUANTITY ADDED TO THE ORIGINAL QUANTITIES USED.

PAYMENT WILL BE FULL COMPENSATION FOR SHAPING AND FINISHING CHANNEL, INSTALLING MATERIAL AND FURNISHING OF LABOR, EQUIPMENT, STAPLES, MATERIAL, AND INCIDENTALS NECESSARY. PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE PER SQUARE YARD FOR "EROSION CONTROL BLANKET".

**SHAPING FOR EROSION CONTROL BLANKET**

THE AREAS RECEIVING EROSION CONTROL BLANKET SHALL BE SHAPED AS SPECIFIED IN MANUFACTURER'S RECOMMENDATIONS. ALL COSTS FOR SHAPING THE FOR EROSION CONTROL BLANKET INCLUDING LABOR AND EQUIPMENT SHALL BE INCIDENTAL TO THE CONTRACT UNIT PRICE FOR EROSION CONTROL BLANKET .

**INLET PROTECTION DEVICE (IPD)**

INLET PROTECTION DEVICES SHALL BE INSTALLED TO TEMPORARILY PREVENT SEDIMENT-LADEN RUNOFF FROM ENTERING STORM SEWERS AND/OR INLET PROTECTION DEVICES SHALL BE INSTALLED PROMPTLY AFTER CONSTRUCTION OF INLETS OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). THE TYPE OF INLET PROTECTION DEVICE TO BE USED (SEDIMENT CONTROL WATTLES, SILT FENCE, PROPRIETY INLET PROTECTION DEVICES, ETC.) IS DIFFERENTIATED ON THE DRAWINGS AND SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE DRAWINGS. REFER TO DETAILS. PROPRIETY INLET PROTECTION DEVICES SHOULD BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

THE CONTRACTOR SHALL REMOVE SEDIMENT TRAPPED BY THE INLET PROTECTION DEVICE WHEN THE SURFACE OF THE SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE PROTECTION DEVICE OR IF PROPRIETARY INLET INSERT DEVICES ARE USED, SEDIMENT SHOULD BE REMOVED IN A TIMELY MANNER TO PREVENT DEVICES FROM BREAKING AND SPILLING SEDIMENT INTO THE STORM DRAIN PER THE MANUFACTURERS RECOMMENDATIONS.

INLET PROTECTION DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THE DRAINAGE AREA FOR THE INLET HAS REACHED FINAL STABILIZATION.

INLET PROTECTION DEVICES WILL BE MEASURED PER EACH TYPE INSTALLED. ADDITIONAL MEASUREMENT WILL BE MADE WHEN A DIFFERENT TYPE OF INLET PROTECTION IS INSTALLED AT EACH LOCATION. NO ADDITIONAL MEASUREMENT WILL BE MADE WHEN THE SAME TYPE OF INLET PROTECTION DEVICE IS REMOVED AND REINSTALLED AT THE SAME LOCATION. INLET PROTECTION DEVICES WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH. PAYMENT SHALL BE FULL COMPENSATION FOR ALL MATERIALS, LABOR, EQUIPMENT, AND INCIDENTALS REQUIRED TO INSTALL, MAINTAIN, AND REMOVE THE INLET PROTECTION DEVICE.

**VEHICLE TRACKING CONTROL (VTC)**

THE CONTRACTOR SHALL INSTALL VEHICLE TRACKING CONTROL MEASURES AT LOCATIONS AS SHOWN ON THE DRAWINGS. REFER TO DETAILS.

THE CONTRACTOR SHALL MAINTAIN THE VEHICLE TRACKING CONTROL SUCH THAT MUD TRACKING AND SEDIMENT FLOW WILL NOT ENTER THE ROADWAY OR ADJACENT DRAINAGE AREAS. THE VEHICLE TRACKING CONTROL SHALL BE ROUTINELY INSPECTED AND THE CONTRACTOR SHALL REPAIR OR REPLACE MATERIAL AS DEEMED NECESSARY BY THE ENGINEER.

PAYMENT TO CONSTRUCT, MAINTAIN, AND REMOVE THE CONSTRUCTION ENTRANCE WILL BE PAID FOR UNDER THE LUMP SUM BID FOR "VEHICLE TRACKING CONTROL".

**GRANULAR MATERIAL FOR VEHICLE TRACKING CONTROL**

GRANULAR MATERIAL SHALL BE PLACED IN 6 INCH MAXIMUM LIFTS.

AGGREGATE FOR GRANULAR MATERIAL SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS:

SIEVE SIZE PERCENT PASSING 3" 100% 2 1/2" 90-100% 1 1/2" 25-60% 3/4" 0-10% 1/2" 0-5%  
 GRANULAR MATERIAL WILL BE PAID FOR UNDER THE LUMP SUM BID FOR "VEHICLE TRACKING CONTROL". PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING AND PLACING MATERIALS, LABOR, AND EQUIPMENT.

**CONCRETE WASHOUT AREA (CWA)**

CONCRETE WASHOUT AREA SHALL BE PROVIDED FOR CONCRETE TRUCKS AS NECESSARY. REFER TO DETAILS.

PAYMENT FOR CONSTRUCTION AND MAINTENANCE OF CONCRETE WASHOUT AREAS SHALL BE INCIDENTAL.

**STREET SWEEPING**

VEHICLE TRACKING OF SEDIMENT FROM THE CONSTRUCTION SITE SHALL BE MINIMIZED. STREET SWEEPING, AS DEEMED NECESSARY BY THE ENGINEER, SHALL BE USED IF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET.

THE CONTRACTOR SHALL USE A PICKUP BROOM HAVING INTEGRAL SELF-CONTAINED STORAGE TO CLEAN THE ROADWAY.

ALL COSTS FOR CLEANING THE ROADWAY WITH A PICKUP BROOM SHALL BE INCIDENTAL.

**PERMANENT SEEDING**

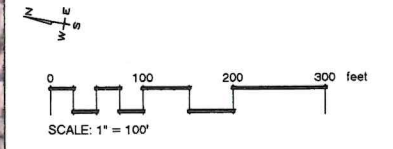
THE AREA TO BE SEEDED CONSIST OF ALL NEWLY GRADED AREAS WITHIN THE PROJECT LIMITS EXCEPT FOR THE TOP OF ROADWAYS, TEMPORARY EASEMENTS UNDER CULTIVATION, AND AREAS DESIGNATED TO BE SOD. PERMANENT SEED MIXTURE: QUICK-2-GRO SEED MIX AVAILABLE FROM WARNE CHEMICAL IN RAPID CITY SD.  
 25% KENTUCKY BLUEGRASS (LXQ 110 BRAND)  
 25% PERENNIAL RYEGRASS (LXQ 220 BRAND)  
 25% CREEPING RED FESCUE (LXQ 330 BRAND)  
 25% ANNUAL RYEGRASS  
 SEED AT A RATE OF 5 LBS PER 1,000 SF

SEED MIX SHALL HAVE A SEALED DATE ON THE SEED TAG WITHIN THE PAST 4 YEARS.

**FIBER MULCHING**

FIBER MULCH WILL BE APPLIED IN A SEPARATE OPERATION FOLLOWING PERMANENT SEEDING. AN ADDITIONAL 2% BY WEIGHT OF TACKIFIER WILL BE ADDED TO THE FIBER MULCH PRODUCT SELECTED FROM THE APPROVED PRODUCT LIST. IF THE PRODUCT SELECTED HAS GUAR GUM TACKIFIER INCLUDED, THEN THE ADDITIONAL 2% OF TACKIFIER WILL BE GUAR GUM. IF THE PRODUCT SELECTED HAS SYNTHETIC TACKIFIER INCLUDED, THEN THE ADDITIONAL 2% OF TACKIFIER WILL BE SYNTHETIC. THE CONTRACTOR WILL ALLOW THE FIBER MULCH TO CURE A MINIMUM OF 18 HOURS PRIOR TO WATERING OR ANY STORM EVENT TO ENSURE PROPER COHESION BETWEEN THE SOIL AND FIBER PARTICLES. ALL COSTS FOR THE ADDITIONAL TACKIFIER ADDED TO THE FIBER MULCH INCLUDING LABOR, EQUIPMENT, AND MATERIALS WILL BE INCIDENTAL TO THE CONTRACT UNIT PRICE PER POUND FOR "FIBER MULCHING". THE FIBER MULCH PROVIDED WILL BE FROM THE APPROVED PRODUCT LIST. THE APPROVED PRODUCT LIST FOR FIBER MULCH MAY BE VIEWED AT THE FOLLOWING INTERNET SITE:  
[HTTP://APPS.SD.GOV/HC60APPROVEDPRODUCTS/MAIN.ASPX](http://APPS.SD.GOV/HC60APPROVEDPRODUCTS/MAIN.ASPX)

Sub Sheet  <div style="font-size: 2em; font-weight: bold; text-align: center;">ER-2</div> Sheet  OF	DESIGNED BY: CMW DRAWN BY: CAD APPROVED BY: CMW PROJECT NO. 231201 DATE: JUNE 18, 2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE													Sheet Title  <div style="text-align: center; font-size: 1.5em; font-weight: bold;">Erosion Control Notes</div>	Project Name  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">Boot Hill Estates Phase 1</div> Deadwood, SD	<div style="text-align: center;">   <b>Wyss Associates, Inc.</b>                      Landscape Architecture   Land Planning   Streetscape Design                      728 Sixth Street - Rapid City, South Dakota 57701-3670                      Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com                      Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design                 </div>
NO.	REVISION	DATE																		

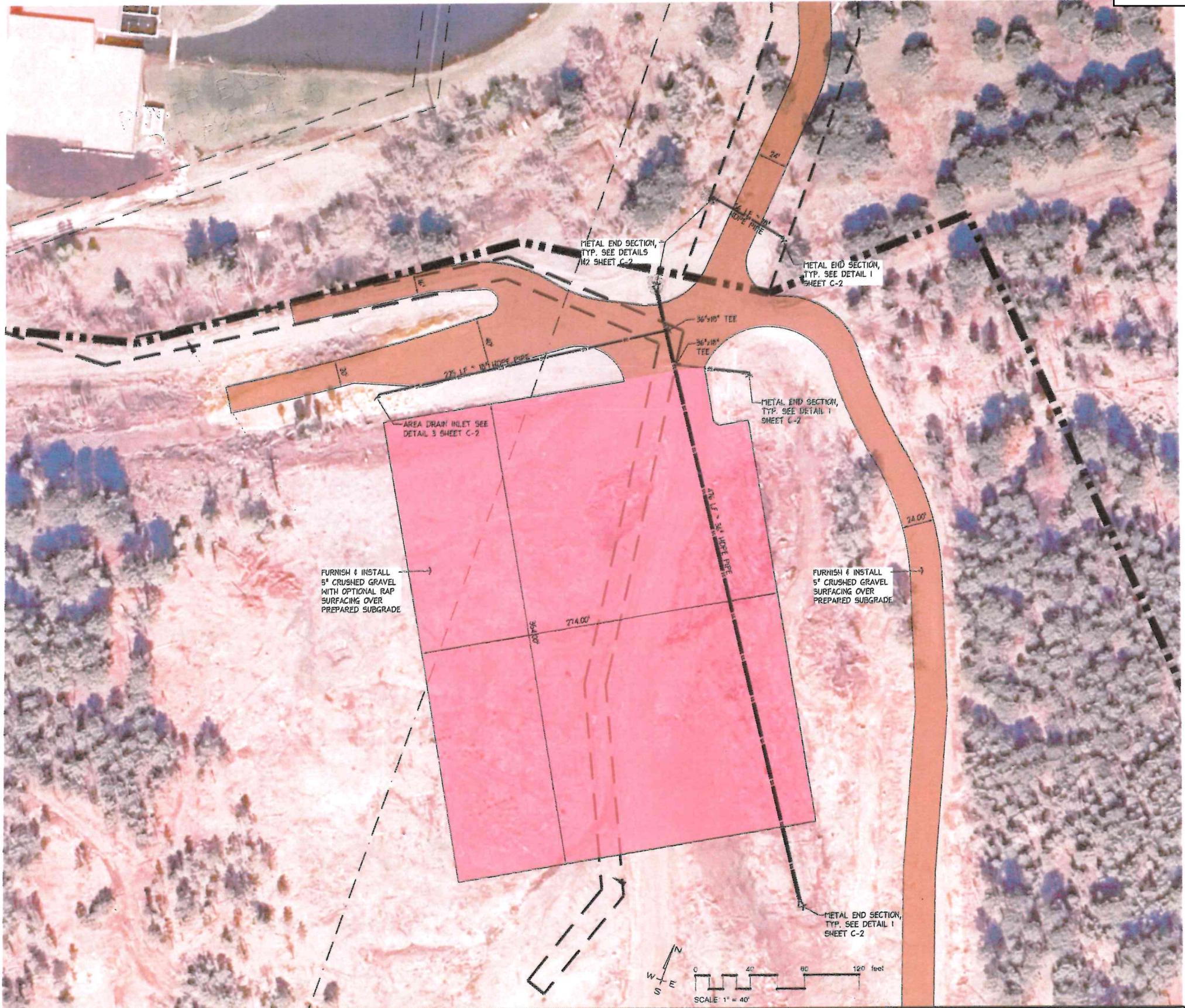
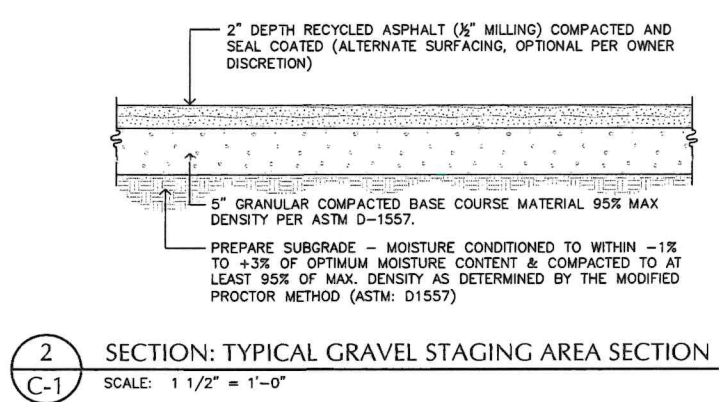
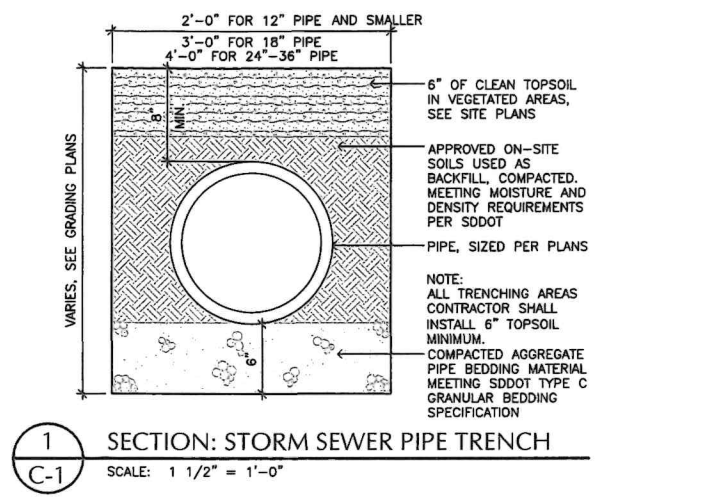


**LEGEND:**

- VTC VEHICLE TRACKING CONTROL
- SEE 3 LA-2

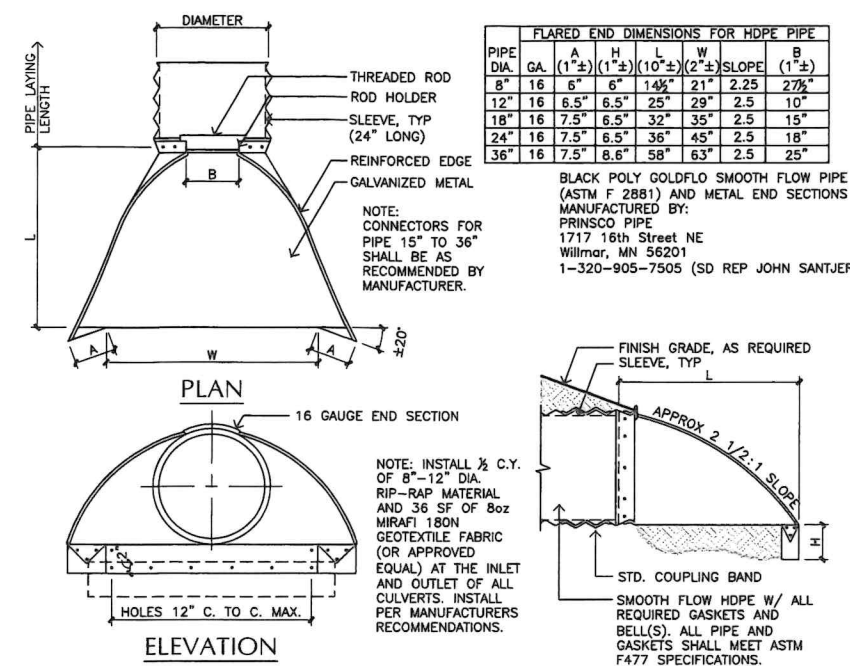
Sub Sheet <b>ER-3</b> Sheet _____ OF _____	DESIGNED BY: CMW DRAWN BY: CAD APPROVED BY: CMW PROJECT NO. 231201 DATE: JUNE 18, 2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE										Sheet Title <b>Erosion Control Plan</b>	Project Name <b>Boot Hill Estates Phase 1</b> Deadwood, SD	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design 728 Sixth Street - Rapid City, South Dakota 57701-3670 Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design
NO.	REVISION	DATE															

Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and instruments prepared by the design professional as instruments of service shall remain the property of the design professional. All common law, statutory and other reserved rights including the copyright thereto.



Sub Sheet <b>C-1</b> Sheet OF	DESIGNED BY: CMW	NO.	REVISION	DATE	Sheet Title <b>Layout Plan</b>	Project Name <b>Boot Hill Estates Phase 1 Deadwood, SD</b>	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design 728 Sixth Street - Rapid City, South Dakota 57701-3670 Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design
	DRAWN BY: CAD						
	APPROVED BY: CMW						
	PROJECT NO. 231201						
	DATE: JUNE 18, 2024						

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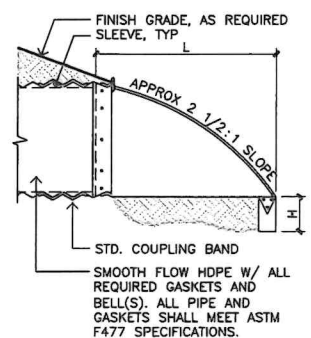


FLARED END DIMENSIONS FOR HDPE PIPE							
PIPE DIA.	GA.	A (1"±)	H (1"±)	L (10"±)	W (2"±)	SLOPE	B (1"±)
8"	16	6"	6"	14"	21"	2.25	2 7/8"
12"	16	6.5"	6.5"	25"	29"	2.5	10"
18"	16	7.5"	6.5"	32"	35"	2.5	15"
24"	16	7.5"	6.5"	36"	45"	2.5	18"
36"	16	7.5"	8.6"	58"	63"	2.5	25"

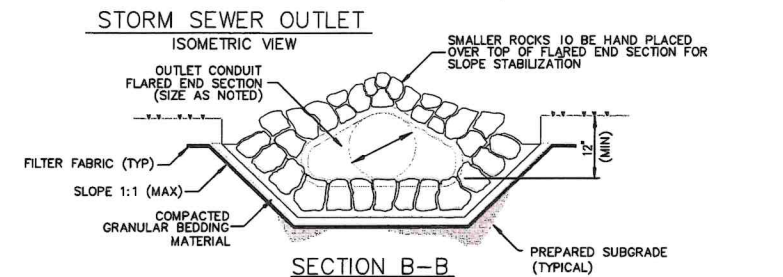
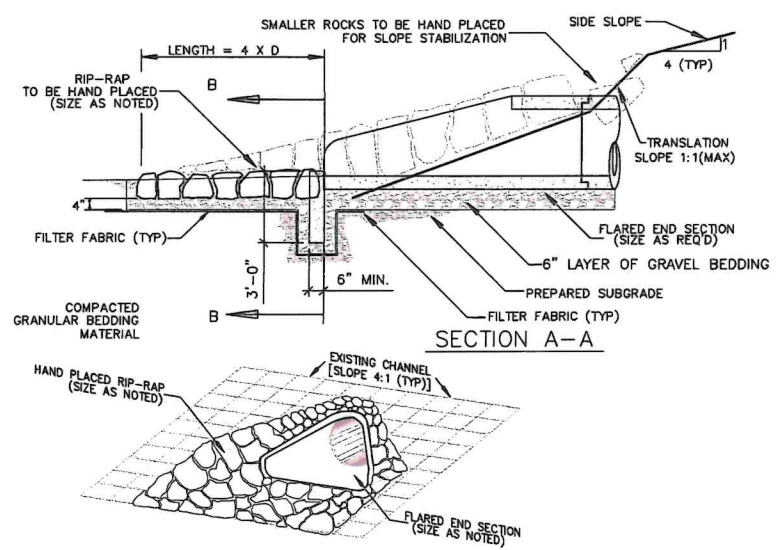
BLACK POLY GOLDFLO SMOOTH FLOW PIPE (ASTM F 2881) AND METAL END SECTIONS MANUFACTURED BY: PRINSCO PIPE 1717 16th Street NE Willmar, MN 56201 1-320-905-7505 (SD REP JOHN SANTJER)

NOTE: CONNECTORS FOR PIPE 15" TO 36" SHALL BE AS RECOMMENDED BY MANUFACTURER.

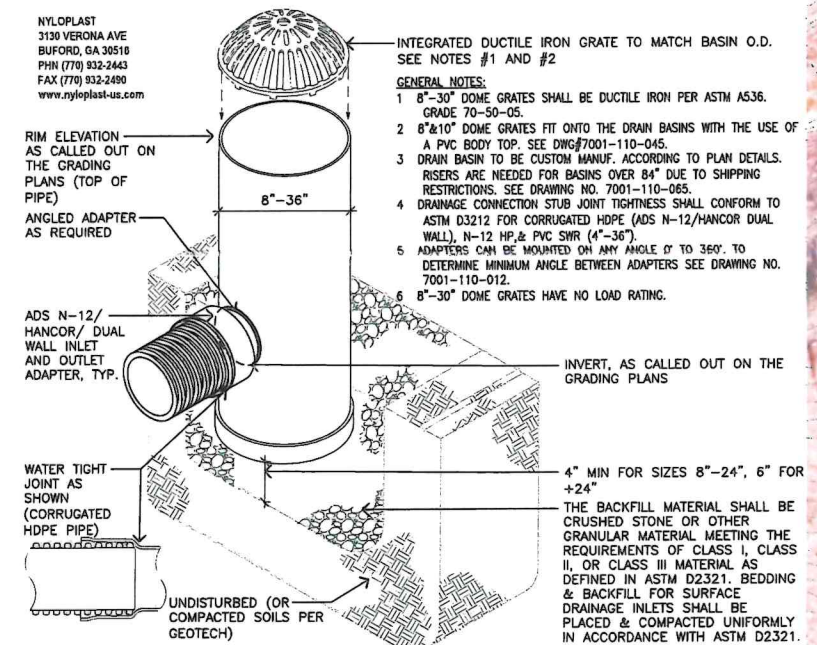
NOTE: INSTALL 1/2 C.Y. OF 8"-12" DIA. RIP-RAP MATERIAL AND 36 SF OF 8oz MIRAFI 180N GEOTEXTILE FABRIC (OR APPROVED EQUAL) AT THE INLET AND OUTLET OF ALL CULVERTS. INSTALL PER MANUFACTURERS RECOMMENDATIONS.



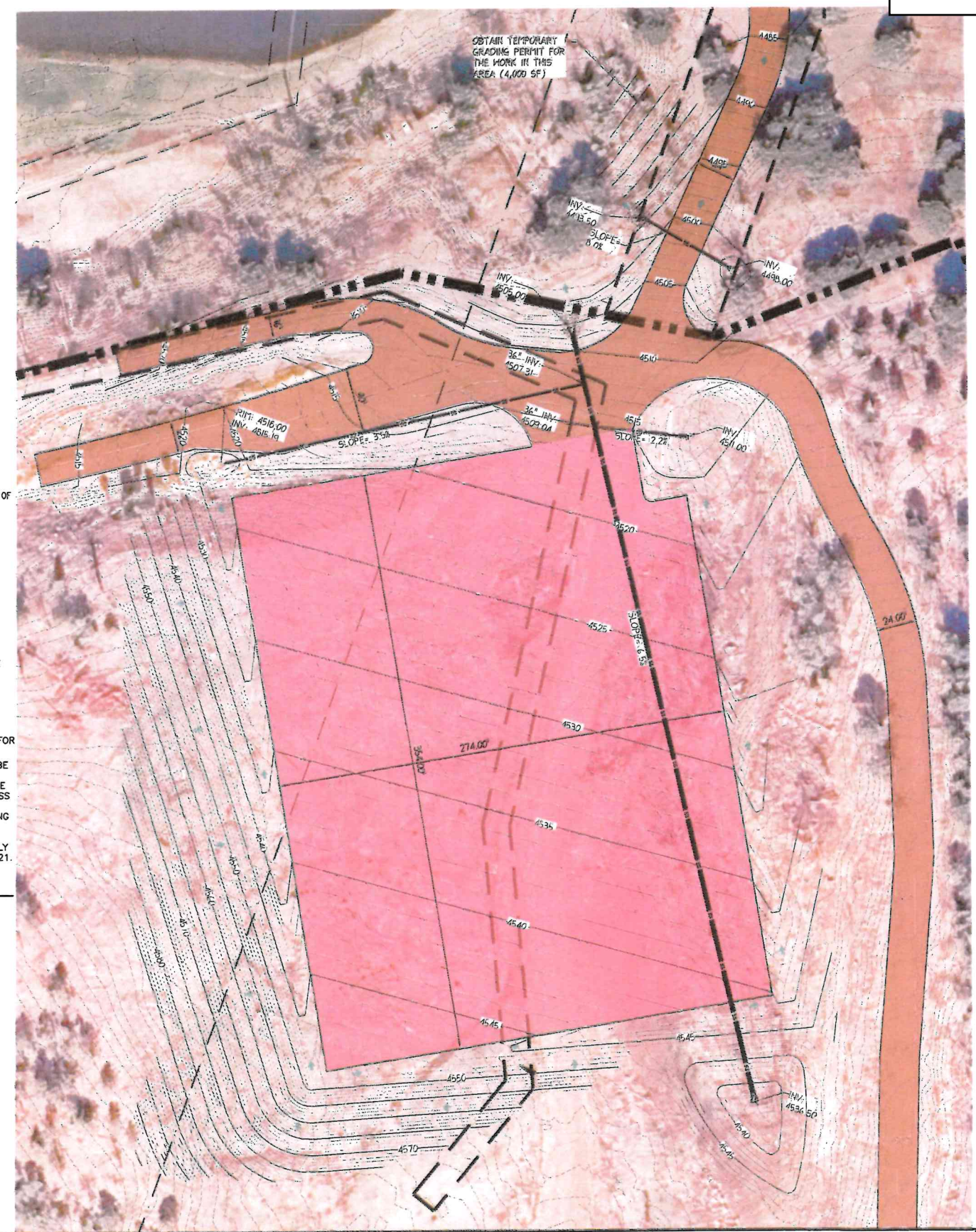
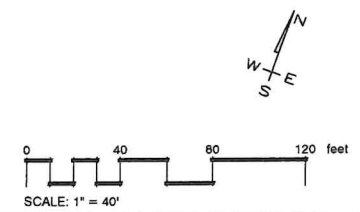
1 C-2 DETAIL: HDPE DRAIN PIPE & METAL CULVERT END SECTION NOT TO SCALE



2 C-2 DETAIL: FLARED END OUTLET PROTECTION SCALE: 1/2" = 1'-0"



3 C-2 SECTION: NYLOPLAST DRAIN BASIN WITH DOME GRATE SCALE: 1 1/2" = 1'-0"



Sub Sheet <b>C-2</b> Sheet _____ OF _____	DESIGNED BY: CMW	NO.	REVISION	DATE	Sheet Title <h1 style="text-align: center;">Grading Plan</h1>	Project Name <h2 style="text-align: center;">Boot Hill Estates Phase 1</h2> <p style="text-align: center;">Deadwood, SD</p>	Wyss Associates, Inc. Landscape Architecture   Land Planning   Streetscape Design 728 Sixth Street - Rapid City, South Dakota 57701-3670 Ph. 605.348.2268   admin@wyssassociates.com www.wyssassociates.com Est. 1981 - Celebrating Over 40 Years of Award Winning Landscape Design
	DRAWN BY: CAD						
	APPROVED BY: CMW						
	PROJECT NO. 231201						
	DATE: JUNE 18, 2024						

Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and instruments prepared by the design professional as instruments of service shall remain the property of the design professional. All common law, statutory and other reserved rights including the copyright thereto.

WESTERN SURETY COMPANY \* ONE OF AMERICA'S OLDEST BONDING COMPANIES



# Western Surety Company

## SITE IMPROVEMENT Performance Bond

Bond # 67117484

KNOW ALL PERSONS BY THESE PRESENTS: That we Root Hills Estate LLC

Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the State of South Dakota as Surety, are held and firmly bound unto CITY OF DEADWOOD

as Obligee, in the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00 ) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by: \_\_\_\_\_

\_\_\_\_\_ attached to and made a part hereof at certain land known as Buena Vista Tract, Deadwood, SD 57732

\_\_\_\_\_ all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety.  
The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for any reason whatsoever.

SIGNED, SEALED AND DATED THIS 3rd DAY OF July, 2024.

PRINCIPAL:

Root Hills Estate LLC  
By: Kim Tschetter

SURETY:

WESTERN SURETY COMPANY

By: Marissa Becker  
MARISSA LEA BECKER, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67117484

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MARISSA LEA BECKER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Boot Hills Estate LLC

Obligee: CITY OF DEADWOOD

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67117484 is not issued on or before midnight of July 3rd, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

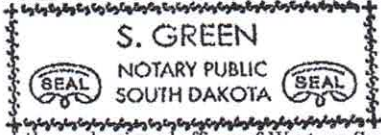
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 3rd day of July, 2024.



WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 3rd day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green  
Notary Public - South Dakota

My Commission Expires February 12, 2027

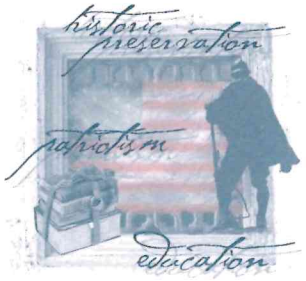
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



**MaryChilton**  
**DAR FOUNDATION**

Post Office Box 90716  
 Sioux Falls, SD 57109-0716  
 (605) 335-0794  
[www.dar-marychiltonfoundation.org](http://www.dar-marychiltonfoundation.org)  
 July 16, 2024

Kevin Kuchenbecker  
 Historic Preservation Officer  
 Deadwood Historic Preservation Commission  
 108 Sherman Street  
 Deadwood, SD 57732

Dear Kevin:

I am pleased to confirm for you that at its recent meeting the Mary Chilton DAR Foundation approved a grant in the amount of \$4,115.50 to assist with the Digitization of Black Hills Trust & Savings Bank Records, 1906 – 1924 project.

This grant and notice of approval are subject to your acceptance and performance of the terms and conditions outlined in the attached Donee Acceptance Agreement. Grant funds may be spent only for the purposes granted. Uncommitted funds remaining at the end of the grant period must be returned to the Foundation unless other arrangements have been proposed beforehand and formally approved by the Foundation's Board of Directors.

Also enclosed with this report is a Grant Expenditure Report form which must be completed and returned in accordance with the Donee Acceptance Agreement.

Please return one copy of the Donee Acceptance Agreement signed by an officer of your organization as soon as possible. A duplicate copy is enclosed for your records.

In the event your organization has a dedication ceremony or similar activity regarding the project for which the Mary Chilton DAR Foundation provided grant funds, please send such information to Michelle McElroy, Regent, Mary Chilton Chapter, DAR, 520 South First Avenue, Sioux Falls, SD 57104.

The Foundation is excited by your project and we wish you well in its completion.

Very truly yours,

MARY CHILTON DAR FOUNDATION

Catherine DeWitt  
 Executive Administrator

Enclosures



12/17/2015

## GRANT FINAL REPORT

Date:

Name of Donee:

Project Title:

Address:

Project Director: (contact person)

The purpose of the final report is to notify the Grant Committee that the work/project of your grant has been completed. A brief written description of the project stating dates of completion and report of expenses. Other suggested items to include in the Final Report are photographs of the project, copies of books /pamphlets produced, or other items that you deem informational to the Grant Committee. Also included should be any newspaper articles showing the impact on community, organization or group and how many people this project has impacted.

Final payment will be released when completed Final Report is received. All information and documentation in the Final Report is considered property of the Mary Chilton DAR Foundation Grant Committee.

06/30/2021

DONEE ACCEPTANCE AGREEMENT

As a condition of payment by the Mary Chilton DAR Foundation of the grant described below, the donee agrees to the terms and conditions of this Agreement.

1. Donee:

Name: Deadwood Historic Preservation Commission

Address: 108 Sherman Street  
Deadwood, SD 577322. Project Title: Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street,  
Deadwood, South Dakota, 1904-19243. Project Director (contact person):

Name: Kevin Kuchenbecker

4. Amount of Grant: \$4,115.505. Date of Grant: July 20246. Disbursement Schedule: \$4,115.50 upon receipt of paid invoices and final report7. Publicity and/or acknowledgement of funding provided by Mary Chilton DAR Foundation:

Recognition as the sponsor in all promotional material for the Deadwood Historic Preservation Commission Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street, Deadwood, South Dakota, 1904-1924 project. Please see the last page of this Agreement form for precise wording of the acknowledgement.

8. Conditions:

- (a) Funds to be used toward costs associated with the Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street, Deadwood, South Dakota, 1904-1924 project.
- (b) Submission of 5-6 photographs of the project during various phases of completion. Photos will be used for a scrapbook and the Foundation's annual meeting.

- (c) Submission of a Final Report certifying completion of the project, describing how the project developed, listing the actual budget; and an evaluation of the project and its impact. See attached form.

9. Donee further agrees:

- (a) To use the funds only for the designated purposes and comply with all applicable federal, state and local statutes, laws and ordinances and comply with all Foundation Grant policies including not applying for other DAR Grants until this Grant is completed.
- (b) To repay any portion of the grant that is not used for the specified purposes.
- (c) A semi-annual progress report is required, detailing project status, expenditures, and expected completion date.
- (d) To maintain accurate and complete financial records to permit the Mary Chilton DAR Foundation to the extent required under generally accepted accounting principles to investigate, audit, and verify the proper expenditure of grant funds; provided that the Mary Chilton DAR Foundation agrees to treat all materials disclosed to it as confidential records that may be disclosed further only to the extent necessary to document the proper expenditure of the funds granted hereunder.
- (e) That the total amount of this grant, or any payment thereof, may be discontinued, modified or withheld at any time when, in the judgment of the Mary Chilton DAR Foundation, such action is necessary to comply with the requirements of law and the purposes and policies of the Foundation.
- (f) That the entire project must be completed within 24 months from the Date of Grant shown on page one of this Agreement. In the event the project is not completed within such time period, the balance of the grant funds remaining unpaid will be forfeited. A written request to extend the period to complete the project may be made to the Foundation at any time, but not less than 30 days prior to the end of the 24-month period defined above.
- (g) That no portion of the grant will be used to attempt to influence legislation or the outcome of any public election, or to carry on, directly or indirectly.
- (h) That the grant project will uphold, maintain and promote the ideals and standards of the National Society Daughters of the American Revolution and its purpose: to perpetuate the memory and spirit of the men and women who achieved American Independence; to cherish, maintain and extend the institutions of American freedom; to foster true patriotism and love of country; and to aid in securing for mankind all the blessings of liberty.

The undersigned organization hereby accepts the grant upon the conditions stated above.

Deadwood Historic Preservation Commission

EIN: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

All acknowledgements of the grant should be in substantially the following form:

Funding for Deadwood Historic Preservation Commission Digitization of  
 Black Hills Trust & Savings Bank Records, 696 Main Street,  
 Deadwood, South Dakota, 1904-1924 project  
 was provided by the MARY CHILTON CHAPTER  
 NATIONAL SOCIETY  
 DAUGHTERS OF THE AMERICAN REVOLUTION  
 through the  
 MARY CHILTON DAR FOUNDATION  
 Sioux Falls, South Dakota

06/30/2021

DONEE ACCEPTANCE AGREEMENT

As a condition of payment by the Mary Chilton DAR Foundation of the grant described below, the donee agrees to the terms and conditions of this Agreement.

1. Donee:

Name: Deadwood Historic Preservation Commission

Address: 108 Sherman Street  
Deadwood, SD 57732

2. Project Title: Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street,  
Deadwood, South Dakota, 1904-19243. Project Director (contact person):

Name: Kevin Kuchenbecker

4. Amount of Grant: \$4,115.505. Date of Grant: July 20246. Disbursement Schedule: \$4,115.50 upon receipt of paid invoices and final report7. Publicity and/or acknowledgement of funding provided by Mary Chilton DAR Foundation:

Recognition as the sponsor in all promotional material for the Deadwood Historic Preservation Commission Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street, Deadwood, South Dakota, 1904-1924 project. Please see the last page of this Agreement form for precise wording of the acknowledgement.

8. Conditions:

- (a) Funds to be used toward costs associated with the Digitization of Black Hills Trust & Savings Bank Records, 696 Main Street, Deadwood, South Dakota, 1904-1924 project.
- (b) Submission of 5-6 photographs of the project during various phases of completion. Photos will be used for a scrapbook and the Foundation's annual meeting.

- (c) Submission of a Final Report certifying completion of the project, describing how the project developed, listing the actual budget; and an evaluation of the project and its impact. See attached form.

9. Donee further agrees:

- (a) To use the funds only for the designated purposes and comply with all applicable federal, state and local statues, laws and ordinances and comply with all Foundation Grant policies including not applying for other DAR Grants until this Grant is completed.
- (b) To repay any portion of the grant that is not used for the specified purposes.
- (c) A semi-annual progress report is required, detailing project status, expenditures, and expected completion date.
- (d) To maintain accurate and complete financial records to permit the Mary Chilton DAR Foundation to the extent required under generally accepted accounting principles to investigate, audit, and verify the proper expenditure of grant funds; provided that the Mary Chilton DAR Foundation agrees to treat all materials disclosed to it as confidential records that may be disclosed further only to the extent necessary to document the proper expenditure of the funds granted hereunder.
- (e) That the total amount of this grant, or any payment thereof, may be discontinued, modified or withheld at any time when, in the judgment of the Mary Chilton DAR Foundation, such action is necessary to comply with the requirements of law and the purposes and policies of the Foundation.
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- (h) That the grant project will uphold, maintain and promote the ideals and standards of the National Society Daughters of the American Revolution and its purpose: to perpetuate the memory and spirit of the men and women who achieved American Independence; to cherish, maintain and extend the institutions of American freedom; to foster true patriotism and love of country; and to aid in securing for mankind all the blessings of liberty.

The undersigned organization hereby accepts the grant upon the conditions stated above.

Deadwood Historic Preservation Commission

EIN: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

All acknowledgements of the grant should be in substantially the following form:

Funding for Deadwood Historic Preservation Commission Digitization of  
 Black Hills Trust & Savings Bank Records, 696 Main Street,  
 Deadwood, South Dakota, 1904-1924 project  
 was provided by the MARY CHILTON CHAPTER  
 NATIONAL SOCIETY  
 DAUGHTERS OF THE AMERICAN REVOLUTION  
 through the  
 MARY CHILTON DAR FOUNDATION  
 Sioux Falls, South Dakota

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:** July 25, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
 Bonny Anfinson, Historic Preservation Coordinator  
**Re:** Foundant Grant Software Subscription 2<sup>nd</sup> Half Payment Request

---

The City of Deadwood entered into an agreement with Foundant Technologies in June 2017 for use of the web-based grant program for all of the Historic Preservation grants. This program has been very successful in keeping track of all the grant recipients and providing reports for meetings, budgets and grant numbers.

The software subscription is renewed every two years. An invoice has been submitted for the second year of the current two year agreement for 2023 and 2024. The cost for the second year subscription is \$5,400.00. Staff is recommending approval to pay the renewal out of the Professional Services Revolving Loan line item.

The Historic Preservation Commission reviewed this request at their July 24, 2024 meeting and recommend approval.

### **RECOMMENDED MOTION:**

*Move to pay for the second year of the current two year subscription in the amount of \$5,400.00 to be paid out of the Professional Services Revolving Loan line item.*





# INVOICE

**INVOICE #:** C-INV33219  
**DATE:** 05/28/2024  
**DUE DATE:** 06/27/2024  
**TERMS:** Net 30

**Foundant Technologies Inc.**

149 Willow Peak Drive  
 Bozeman, MT 59718

**NOTE: Please do not send checks to this address as they will not be received.**

**CUSTOMER #:** C001450  
**REFERENCE #:**

**Email:** INVOICES@FOUNDANT.COM

**BILL TO:** City of Deadwood  
 108 Sherman Street  
 Deadwood, SD 57732

**\*\*All prices are in US Dollars\*\***  
 Please remit in US Dollars

ITEM #	DESCRIPTION	AMOUNT
GLM2STD	Includes 5 GLM Grant Processes, hosting, maintenance and support with no limitations on the number of users or incoming requests. 07/26/2024 - 06/25/2025	\$5,400.00
	<b>Subtotal</b>	<b>\$5,400.00</b>
	<b>Sales Tax</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$5,400.00</b>

Quote Description:

**We encourage you to consider the following options to improve accuracy and timeliness of payment posting:**

- **ACH or Credit Card payments through the link provided with your invoicing email and our Customer Payment Portal.**
- **Find us on Bill.com using our Network: ID 0140807514287343 or email address invoices@foundant.com**
- **ACH payments directly through your bank with remittance information emailed to invoices@foundant.com**

**WIRING AND REMITTANCE INFORMATION:**

Bank Name: Wells Fargo Bank, 420 Montgomery Street, San Francisco CA 94104 USA  
 Routing Number: 121000248 Account Number: 4545755613 SWIFT CODE: WFBIUS6S  
 REMITTANCE ADDRESS: Foundant Technologies Inc. PO BOX 913474 DENVER CO 80291-3474

*To receive an adjustment if sales tax is included on your invoice and you are exempt:  
 Within 15 days of receipt of this invoice please*

- *Email the sales tax exemption information that you received from your State Department of Revenue to [invoices@foundant.com](mailto:invoices@foundant.com). Forms and information are available on your State Department of Revenue website.*
- *Do not send your IRS Federal Determination (501c3) letter – it does not grant state sales tax exemption.*
- **You are responsible for paying the sales tax if the exemption is not emailed to [invoices@foundant.com](mailto:invoices@foundant.com) within 15 days of the invoice date.**

**INVOICE HISTORY:** Total due: 5,400.00

Total paid: 0.00

A W-9 has been provided for your convenience.

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:** August 5, 2024  
**TO:** Deadwood City Commission  
**FROM:** Kevin Kuchenbecker, Historic Preservation Officer & Planning and Zoning Administrator  
**RE:** Warranty Deed – Lots MK8 and MK9 of the Mickelson Trail

---

### STAFF FINDINGS:

City Attorney, Quentin Riggins has prepared the necessary documents to facilitate the transfer of surplus property from the City of Deadwood to Patrick L. Mollman and Rhonda Mollman legally described as:

Lots MK8 and MK9 of the Mickelson Trail; being portions of School Lots 23 and 24, M.S. 207 and Lots 1 and 2, Block 79, O.T. Deadwood; all located in the City of Deadwood, Lawrence County, South Dakota.

Acquisition of property by adjacent property owner will allow both parcels to be added back to the tax rolls and the failing retaining wall replaced.

The action to declare the property surplus, accept the appraisal from three real property owners in the City of Deadwood and direct staff to prepare the transfer was taken by the Deadwood City Commission on July 1, 2024.

---

### RECOMMENDED ACTION:

Give permission for Mayor to sign associated documents for the transfer of surplus property legally described as Lots MK8 and MK9 of the Mickelson Trail; being portions of School Lots 23 and 24, M.S. 207 and Lots 1 and 2, Block 79, O.T. Deadwood; all located in the City of Deadwood, Lawrence County, South Dakota.

*Prepared by:*  
Quentin L. Riggins  
GUNDERSON, PALMER,  
NELSON & ASHMORE, LLP  
P. O. Box 8045  
Rapid City, SD 57709-8045  
(605) 342-1078

### **WARRANTY DEED**

City of Deadwood, of 102 Sherman Street, Deadwood, SD 57732, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby grants, conveys, and warrants to Patrick L. Mollman and Rhonda Mollman, husband and wife, of 171 Charles St., Deadwood, SD, Grantees, any and all interest, right, and title, Grantor may have in the following described real estate in Lawrence County, South Dakota:

Lots MK8 and MK9 of the Mickelson Trail; Being portions of School Lots 23 and 24, M.S 207 and Lots 1 and 2, Block 79, O.T. Deadwood; all located in the City of Deadwood, Lawrence County, South Dakota

Exempt from transfer fee pursuant to SDCL 43-4-22(2)

Dated the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DEADWOOD**

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

STATE OF SOUTH DAKOTA     )  
  )SS.  
COUNTY OF LAWRENCE     )

On this the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, who respectively acknowledged him/herself to be the \_\_\_\_\_ of the City of Deadwood, and that as such officer, being authorized so to do, executed the above and foregoing Warranty Deed.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Form: PT 56

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

**CERTIFICATE OF REAL ESTATE VALUE**  
**SDCL 7-9-7 ARSD 64:04:01:06.01**

Certificate of Real Estate Value form must be filed with any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property.

- This form is required for all deeds (warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, mineral deed and similar instruments). It is also required for a contract for deed, a memorandum of a contract for deed, addenda to contract for deed, and notice of contract for deed. **NOT NEEDED FOR:** Divorce Decree, Probate Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)
- **The buyer/grantee must use a mailing address. It will be used for tax notices.**
- **The box labeled Owner Occupied is important!** – Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, **it must be completed by and contain the grantee signature only.** In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

**APPLICANT INFORMATION \*Designates required fields**

SELLER(S)/GRANTOR(S)* CITY OF DEADWOOD		PHONE NUMBER* (605) 920-1192	EMAIL
MAILING ADDRESS* 102 SHERMAN ST	CITY* DEADWOOD	STATE* SD	ZIP CODE* 57732
BUYER(S)/GRANTEE(S)* PATRICK L. MOLLMAN & RHONDA MOLLMAN		PHONE NUMBER* 605-578-1857	EMAIL
MAILING ADDRESS* 171 CHARLES ST	CITY* DEADWOOD	STATE* SD	ZIP CODE* 57732
NEW MAILING ADDRESS (if changed)	CITY	STATE	ZIP CODE
LEGAL DESCRIPTION* (copy description from document you are recording or attach an exhibit with the legal description) LOTS MK8 AND MK9 OF THE MICKELSON TRAIL; BEING PORTIONS OF SCHOOL LOTS 23 AND 24, M.S 207 AND LOTS 1 AND 2, BLOCK 79, O.T. DEADWOOD; ALL LOCATED IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA			

**INSTRUMENT INFORMATION (document being recorded) \*This section is required in full**

DATE OF INSTRUMENT	CONTRACT FOR DEED <input type="checkbox"/>	QUIT CLAIM DEED <input type="checkbox"/>	EXECUTOR'S DEED <input type="checkbox"/>
TYPE OF INSTRUMENT:	WARRANTY DEED <input checked="" type="checkbox"/>	MINERAL DEED <input type="checkbox"/>	TRUSTEE'S DEED <input type="checkbox"/>
	OTHER <input type="checkbox"/> SPECIFY: _____		
DATE	DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		

<ul style="list-style-type: none"> <li>• WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></li> <li>• RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> STATE RELATIONSHIP:</li> </ul>	<ul style="list-style-type: none"> <li>• ACTUAL CONSIDERATION EXCHANGED: \$ 10 _____</li> <li>• ADJUSTED PRICE PAID FOR REAL ESTATE \$ _____</li> </ul>
• WAS THIS PROPERTY SOLD BY: OWNER <input checked="" type="checkbox"/> AGENT <input type="checkbox"/> (actual consideration less amount paid for major items of personal property as listed below)	
List any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises):	
IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
• IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE?	
INTEREST RATE: _____ %      PAYMENT FREQUENCY: MONTHLY <input type="checkbox"/> YEARLY <input type="checkbox"/> DOWN PAYMENT: \$ _____ NO. OF PAYMENTS: _____      BALLOON PAYMENT (if any): \$ _____	

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO SIGN AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

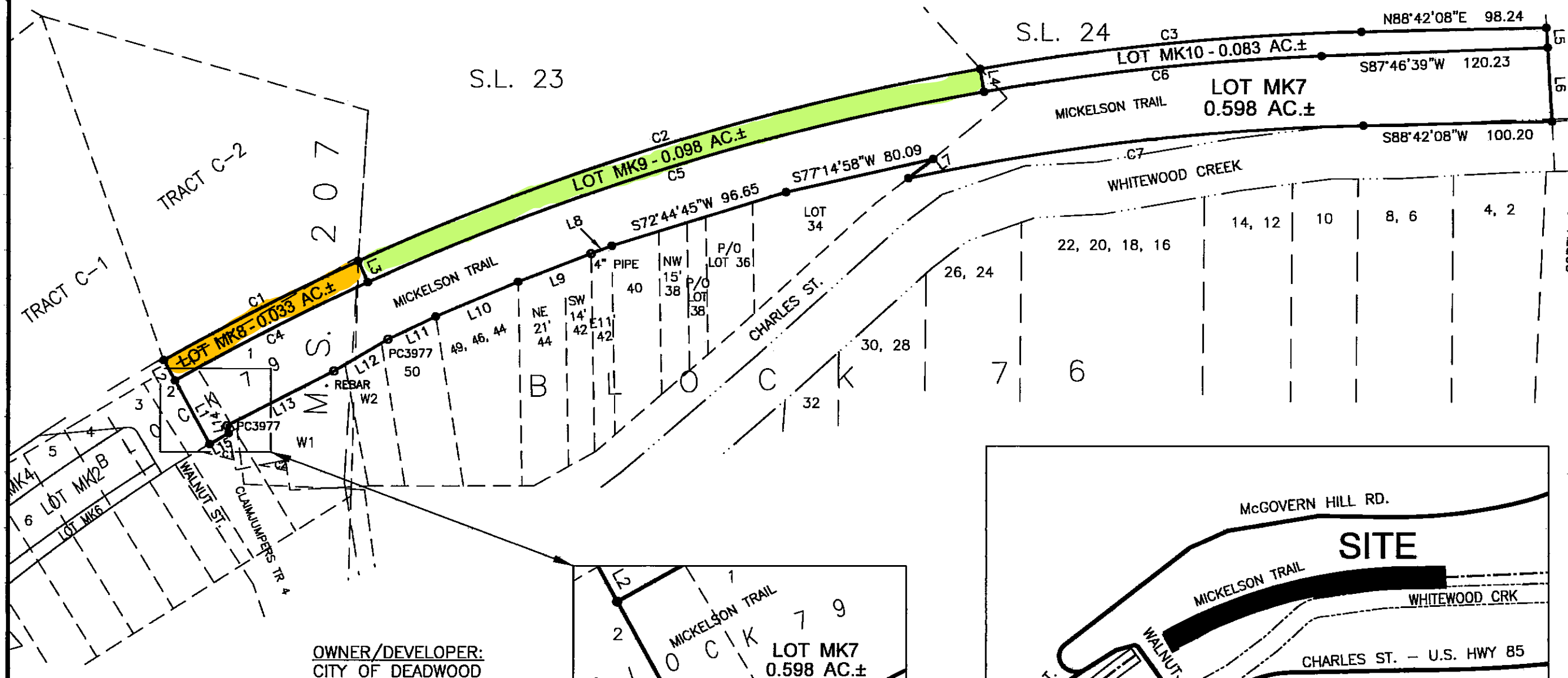
SIGNATURE (Seller, Buyer, or Agent)*	TITLE	DATE*
--------------------------------------	-------	-------

**OWNER-OCCUPIED (this box to be completed by one Grantee only)**

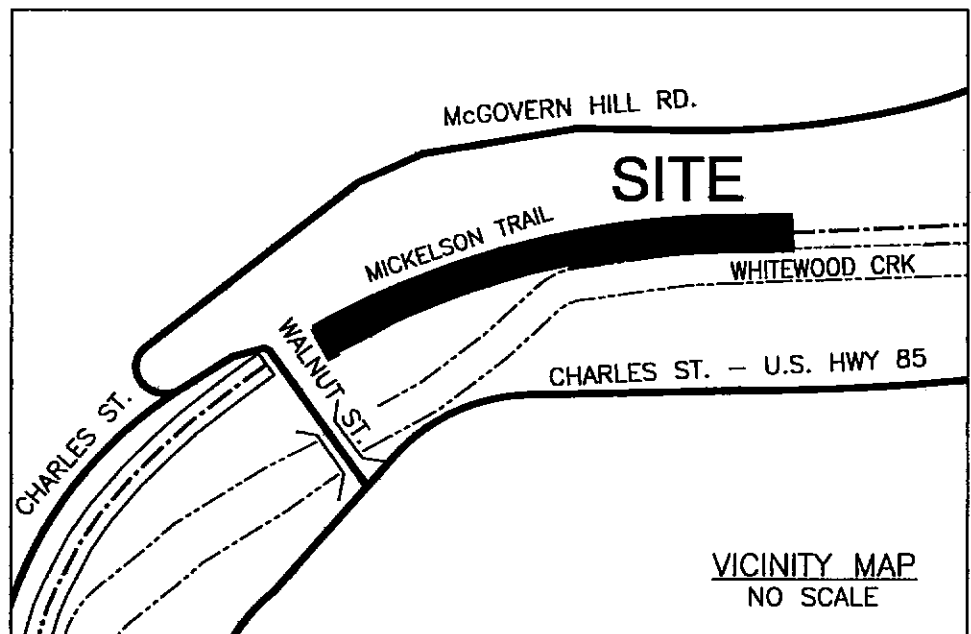
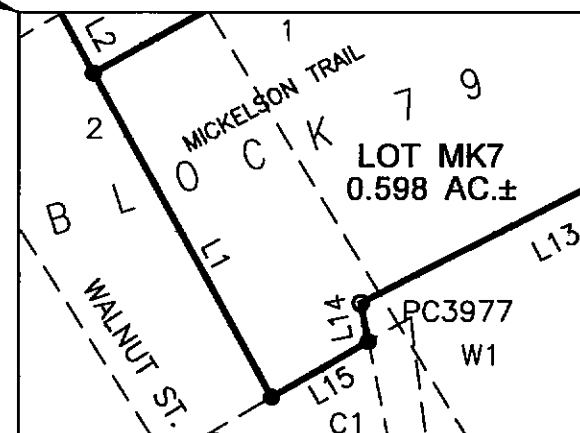
PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUPIED	YES <input type="checkbox"/> NO <input type="checkbox"/>	COUNTY: _____
I WILL OCCUPY THIS PROPERTY ON _____ DATE		<b>These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.</b>
PROPERTY WILL BE MY PRINCIPLE RESIDENCE ON THE ABOVE STATED DATE	YES <input type="checkbox"/> NO <input type="checkbox"/>	
I OWN ANOTHER RESIDENTIAL PROPERTY IN THE UNITED STATES	YES <input type="checkbox"/> NO <input type="checkbox"/>	IF YES- _____ CITY _____ STATE
GRANTEE SIGNATURE	DATE	

<b>DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION</b>	
GRANTEE OF PROPERTY NAME: _____	
THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> ACKNOWLEDGE RECEIPT: Your request will be reviewed	
REASON FOR DENIAL: _____	
DIRECTOR OF EQUALIZATION OFFICE SIGNATURE	DATE

PLAT OF LOTS MK7 THRU MK10 OF THE MICKELSON TRAIL; BEING PORTIONS OF SCHOOL LOTS 23 AND 24, M.S 207 AND LOTS 1 AND 2, BLOCK 79, O.T. DEADWOOD; ALL LOCATED IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

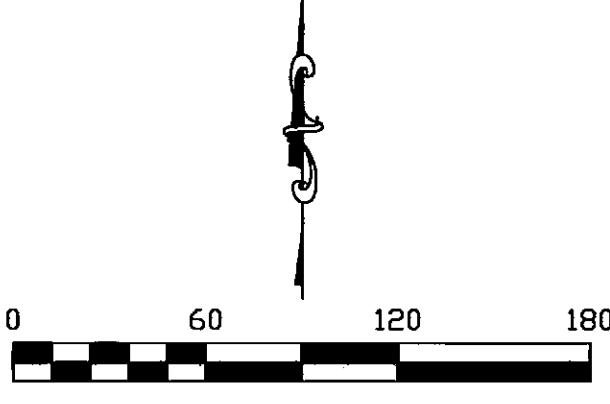
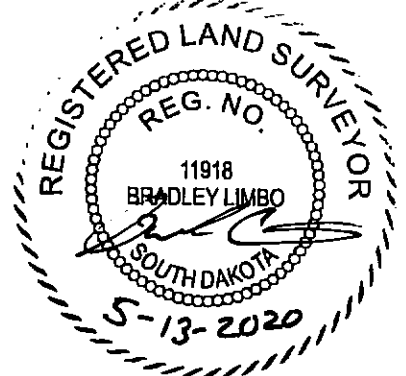


OWNER/DEVELOPER:  
CITY OF DEADWOOD  
102 SHERMAN ST.  
DEADWOOD, SD 57732



LEGEND:  
● SET REBAR AND CAP STAMPED "LS11918" UNLESS NOTED  
○ FOUND MONUMENT AS NOTED

NOTES:  
1. LOT AREA = 0.812 ACRES±;  
R-O-W AREA = 0.00 ACRES±;  
AVERAGE DENSITY PER LOT = 0.203 ACRES±  
TOTAL PLATTED AREA: 0.812 ACRES±  
EASEMENTS INCLUDED IN ALL AREAS.  
2. A BLANKET UTILITY EASEMENT AND BLANKET NON-VEHICULAR PUBLIC ACCESS EASEMENT IS HEREBY GRANTED THROUGH ALL NEW LOTS SHOWN HEREON.  
3. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.  
4. SUBJECT PROPERTY CONVEYED TO CITY OF DEADWOOD BY BURLINGTON NORTHERN RAILROAD CO. VIA QUIT CLAIM DEED DOC# 85-4400 AND CORRECTION QUIT CLAIM DEED DOC# 88-6617.



LINE	BEARING	DISTANCE
L1	N28°43'41"W	38.55'
L2	N28°43'41"W	12.35'
L3	N24°37'02"W	12.34'
L4	N09°56'47"W	12.33'
L5	S03°32'19"E	10.57'
L6	S03°32'19"E	39.47'
L7	N52°13'34"E	16.75'
L8	S68°54'31"W	11.70'
L9	S68°54'31"W	41.50'
L10	S66°50'49"W	47.50'
L11	S64°27'17"W	28.02'
L12	S59°23'45"W	33.32'
L13	S62°50'55"W	63.73'
L14	S11°26'17"E	4.09'
L15	S60°00'35"W	11.63'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	1348.40'	116.03'	N62°52'55"E
C2	1348.40'	346.12'	N72°42'03"E
C3	1348.40'	203.51'	N84°22'42"E
C4	1335.90'	115.14'	S62°52'30"W
C5	1335.90'	342.96'	S72°41'56"W
C6	1335.90'	180.09'	S83°54'56"W
C7	1298.40'	243.40'	N83°19'54"E

CERTIFICATE OF SURVEYOR  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, BRADLEY LIMBO, REGISTERED LAND SURVEYOR NO. 11918 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER(S) LISTED HEREON I HAVE SURVEYED THAT TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY. EASEMENTS OR RESTRICTIONS OF MISCELLANEOUS RECORD OR PRIVATE AGREEMENTS THAT ARE NOT KNOWN TO ME ARE NOT SHOWN HEREON. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.

*Bradley Limbo*  
BRADLEY LIMBO, REGISTERED LAND SURVEYOR  
DATE: 05/13/2020

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 6 DAY OF May, 2020.  
*[Signatures]*  
CITY PLANNER CHAIRMAN

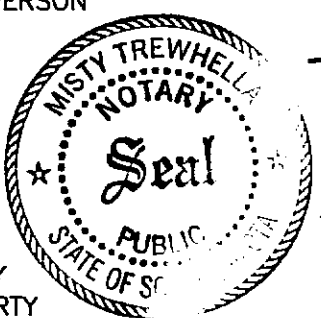
OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
City of Deadwood DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: David R. Roth Jr. Mayor  
ADDRESS: 108 Sherman St  
Deadwood SD 57732

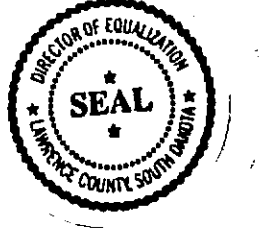


APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 6 DAY OF MAY, 2020.  
*[Signatures]*  
ATTEST: FINANCE OFFICER MAYOR

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
ON THIS 6 DAY OF May, 2020, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED David R. Roth Jr. KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.  
MY COMMISSION EXPIRES: Sept. 28 - 2024  
NOTARY PUBLIC: Misty Trewhella



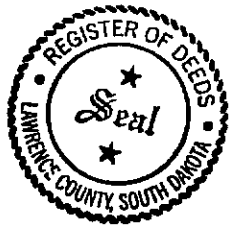
OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS 21 DAY OF May, 2020.  
*[Signature]*  
LAWRENCE COUNTY DIRECTOR OF EQUALIZATION



CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, Debora Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2019 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 21 DAY OF May, 2020.  
LAWRENCE COUNTY TREASURER: *[Signature]*



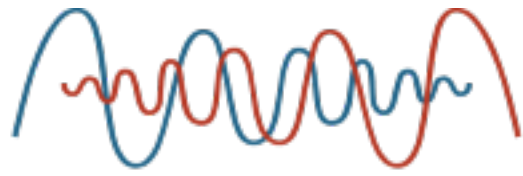
OFFICE OF THE REGISTER OF DEEDS  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
FILED FOR RECORD THIS 21st DAY OF May, 2020 AT 4:30 O'CLOCK, P.M., AND RECORDED IN DOC. # 2020-2472.  
*[Signature]*  
LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$100.00



APPROVAL OF HIGHWAY AUTHORITY  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.  
HIGHWAY AUTHORITY: *[Signature]*

PREPARED BY:  
**ALL ASPECTS INC.**  
LAND SURVEYING  
Project: AN-20-035  
Date: APRIL 28, 2020  
Revised:  
Surveyed by: BIL  
Prepared by: FD  
All Aspects Inc.  
444 Saint Joe St.  
Spearfish SD 57763  
605-450-2844  
limbo@allaspects.com

Doc. # 2020-2472 1 page



# SDN COMMUNICATIONS®

## ORDER FOR SERVICE

Section 6 Item m.

Confidential and Proprietary

Company: City of Deadwood	Address: 102 Sherman St, Deadwood SD 57732	
Contact: Lornie Stadler	Email: Lornie@cityofdeadwood.com	Phone #: 605-578-2600

Doc #: C062478-001	Date: 06/27/2024	
Sales Rep: Greg Robinson	Email: Greg.Robinson@sdncommunications.com	Phone #: (605) 978-7140

Request Type	Product	Description	Customer Description	Location	Location 2	Term	NRC	MRC	Choose One		
New	Internet - 100 Mb	-	-	Deadwood	-	60 Month	\$ -	\$ 375.00	Interstate	Intrastate	
	Install	-	-			60 Month	\$ 0.00	\$ -			
							Subtotal:	\$ 0.00	\$ 375.00		
							CCR (8.00%)	\$ 0.00	\$ 30.00		
							Total:	\$ 0.00	\$ 405.00		





All pricing is valid for 30 days. Pricing is subject to change if order is placed after 30 day expiration.

1. The Carrier Cost Recovery (CCR) Fee recovers a portion of the funds SDN Communications pays to the Federal Communications Commission on interstate services to support federal universal service programs, any state assessed fees on intrastate services, and additional costs related to administering and complying with regulatory requirements. It is not a tax or charge that is required or prohibited by law to be collected from customers. The CCR Fee is not necessarily attributable to any particular service, and the fee is subject to change depending upon regulatory compliance costs.
2. Customer certifies that the circuit is used primarily for the traffic identified in the Form. Intrastate circuits are used for intrastate traffic contain less than 10% interstate/ international traffic. Interstate circuits contain 10% or more interstate/international traffic. If for whatever reason the jurisdictional certification on this Form becomes inaccurate, Customer must notify SDN and complete a circuit certification form. SDN may require reasonable supporting documentation of jurisdictional classifications.
3. All services are quoted to the building Minimum Point of Entry ("MPOE"). Customer is responsible for any loop extension ("Demarc Extension").
4. All off-net charges will be passed through to the customer and are subject to verification.
5. The Term of the Service shall commence on the Service Activation Date. Should the Service be ordered and subsequently canceled by the Customer prior to the Service Activation Date, Customer is responsible for paying the costs and fees reasonably incurred by SDN as set forth in the MSA.
6. The above quoted service may not include applicable taxes, special construction, additional equipment, or other fees imposed by regulators.
7. The services quoted may require interconnection with two or more providers including the respective Local Exchange Carriers for local loop facilities.
8. This accepted Order for Services Form (Form), and any exhibit(s) attached hereto, are exhibits to the Master Services Agreement (MSA) between SDN and the Customer. As such this Form, which may be referred to as a Schedule, and its exhibit(s) are incorporated into the MSA and made a part thereof by this reference. Any terms and conditions set forth in this Form take precedence over language in the MSA if there is a conflict.

## Accepted

---

### Print Name

---

### Customer Signature

---

### Date

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE**

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 July 15, 2024 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:

**1 – Retail (on-off sale) Malt Beverage & SD Farm Wine:**

Boondocks, LLC dba Mr. Goodstores, 622 Main Street, Lots 8 & 10 & S 3’ of alley, adjoining the NW 22’ of Lot 10 Block 15, Deadwood, Lawrence County, South Dakota.

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

Dated this 1st day of July, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – July 5, 2024

For any public notice that is published one time:

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

**ORDINANCE NUMBER 1401  
SUPPLEMENTAL BUDGET APPROPRIATION #4 FOR 2024**

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

**FUND 0101 GENERAL FUND**

Public Buildings Repairs (Vehicle) \$ 4,180.20

Source of Revenue: Insurance Proceeds

Fire Equipment (PPE) \$ 13,358.00

Source of Revenue: SD DPS Fire Grant Program

**FUND 0209 BED AND BOOZE FUND**

Rec Center Equipment \$ 15,000.00

Source of Revenue: Donations

Rec Center Professional Services \$18,000.00

Source of Budget: Equipment

**FUND 0215 HISTORIC PRESERVATION FUND**

Capital Assets – Boardwalk and HP Projects \$ 1,170,500.00

Source of Budget: Debt Services budget line item

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: July 15, 2024  
Second Reading: August 5, 2024  
Published: August 8, 2024  
Adopted: August 8, 2024

**CITY OF DEADWOOD  
ORDINANCE 1402**

**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** “15.32.140 Allowed Signs Not Subject To Permit” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

15.32.140 Allowed Signs Not Subject To Permit

- A. The following signs are allowed within the city boundaries without being required to have a permit. All applicable provisions of this chapter shall apply other than the requirement for the sign permit and the sign permit fee. These signs shall not be counted against the total allowable sign area or total number of signs permitted for the premises.
1. Temporary, nonilluminated signs indicating the availability for sale, rent or lease of the specific lot, building or portion of a building on which the sign is displayed, provided that such signs do not exceed five square feet in area and four feet in height, and are limited to one such sign per lot, building, dwelling or business unit are allowed without a permit. Such signs shall not remain in place more than seven days after sale or rental of the subject property.
  2. Signs required or specifically authorized for a public purpose by any law, statute or ordinance are allowed without a permit; such signs may be of any type, number, area, height above grade, location or illumination required or authorized by law, statute or ordinance under which such signs are required. No such sign shall be placed in a public right-of-way unless specifically required or authorized by law, statute or ordinance, and except for warning or informational signs or barricades of a temporary nature, such signs shall be permanently affixed to the ground, a building or other structure. Such signs shall not exceed the minimum number required to accomplish the purpose.
  3. Signs commonly associated with and limited to information and directions related to the permitted use on the lot on which the sign is located are allowed without a permit provided that each such sign does not exceed one square foot in total area, is not directly illuminated, and contains no advertising.

This category shall be interpreted to include such signs as “no smoking,” “rest rooms,” “no solicitors,” “self-service,” “vacancy,” “fire exit,” and similar information signs.

4. Credit card advertisements or trade association emblems that are displayed together are allowed without permit, provided that the total area of all such

- signs combined does not exceed one square foot; such signs shall be displayed floating on window or door surfaces.
5. Signs erected by a federal, state, or local government agency directing persons to a building site or activity of historical significance are allowed without permit, provided that each such sign shall not exceed four square feet in area and shall not exceed six feet above grade in height. Such signs may be erected in a public right-of-way, with approval of the code official, or on private property, with the permission of the property owner.
  6. An alarm device sign used to identify the company, person, representative, or agency to be contacted in case of activation is allowed without permit provided the area of each such sign shall be limited to one square foot.
  7. Private traffic directional signs guiding or directing vehicular or pedestrian traffic onto or off a lot or within a lot are allowed without permit, provided that the area of each such sign does not exceed three square feet per sign face in area and six feet above grade in height, the sign does not contain any advertising or trade name identification and the sign is not illuminated or is indirectly illuminated. The erector of such signs shall be certain to consider pedestrian and vehicular clearances in placement of all signs.
  8. No permit shall be required for text or copy changes on conforming or legal nonconforming signs specially designed to permit changes of text or copy thereof, provided that no structural changes are made to the sign, and provided that the name of the business, letter style, colors and materials are not changed.
  9. Signs that are not visible beyond the boundaries of the lot or parcel on which they are located or from any public thoroughfare or right-of-way are allowed without permit, except that such signs shall be subject to the regulations of the Building Code adopted by the city and the Electrical Code adopted by the South Dakota Electrical Commission.
  10. Official government notices and notices posted by government officers in the performance of their duties, and government signs to control traffic, identify streets, warn of danger or perform other regulatory purposes are allowed without permit. Identification or bulletin board signs accessory to government buildings or other facilities shall not be exempt from the provisions of this chapter.
  11. Temporary or permanent signs erected by the city, public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines and similar devices are allowed without permit.
  12. Signs displayed on motor vehicles that are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business, which are located on delivery trucks, rental trucks and the like are allowed without permit, provided that the vehicles are parked or stored in areas appropriate to their use as vehicles. Stored vehicles cannot be illuminated.
  13. Cornerstones, commemorative tablets, and the like, when carved into stone, concrete, bronze, or other permanent material and made an integral part of a

building or structure, provided that such markers have been approved by the historic preservation commission are allowed without permit.

- 14. Flags, when the following criteria are met:
  - a. One flag per each twenty-five (25) lineal feet of primary frontage. Corner buildings shall count one, not both, street frontages;
  - b. There shall be a maximum of one flag per pole unless allowed per US Flag Code;
  - c. Flags for commercial use require a permit.
  - d. Flagpoles may be mounted on fronts of buildings as an outrigger pole, not to exceed a forty-five (45) degree angle from vertical (pointed upward), and ten (10) feet in length, with a maximum flag size of four feet in width and six feet in length;

Flagpoles may, as an alternative to an outrigger pole, be mounted on a roof or parapet-mounted flagpole. Such flagpole shall not be greater in length than twenty (20) feet or two-thirds the height of the building as measured from sidewalk to roof, whichever is less. Flag size shall follow the chart below.

Ground-mounted flagpoles shall not exceed the length as indicated in the chart below, nor shall flag size.

Height of Building	Height of Pole	Size of Flag
1 to 2 stories	20'-0"	4' wide, 6' long
3 to 5 stories	25'-0"	4' wide, 6' long

- e. Publicly owned properties shall be exempt from the provisions of this subsection.
- 15. Signs advertising a candidate for public office, or signs advertising issues in a public election are allowed without a permit providing that the sign be displayed no sooner than ~~thirty (30)~~ ten (10) days before ~~the election~~ the day absentee voting begins and the sign shall be removed seven days following the election. Signs may not be displayed on public property and shall be compliant with City of Deadwood Ordinance 1244, codified as Section 2.04.015, Campaign Finance Requirements. A sign shall not exceed three square feet in area, and shall not exceed four feet in height. The materials for the sign may be wood, pasteboard, metal or other like materials. Neon, light strings, pennants, reflective paint or anything disallowed in Section 15.32.130 may not be used for such signs.
- 16. Temporary Sign, Construction. A temporary sign indicating the name of architects, engineers, contractors and similar persons or firms involved in the design, construction, or repair of a structure or project, provided that such signs do not exceed five (5) square feet in the area and four (4) feet in height,

and are limited to one (1) such sign per lot, building, dwelling or business unit are allowed without a permit. Such signs shall not remain in place more than seven (7) days after completion of the project on the subject property.

(Ord. 1291 (part), 2019; Ord. 1285 (part), 2019; Ord. 1170 (part), 2012; Ord. 1105 (part), 2008; Ord. 1082 (part), 2007; Ord. 992 (part), 2002; Ord. 964, 2000; prior code § 26-301)

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 28, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1403**

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

**SECTION 1:            AMENDMENT** “17.08.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

17.08.010 Definitions

As used in this title:

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

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

“Accessory use” means a use or building which:

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

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

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

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



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

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

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

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

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

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

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

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

“Appurtenances” mean:

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

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

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

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

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

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

“Beneficiary.” (Reserved.)

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

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

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

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

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

“Brush.” (Reserved.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Crown spread.” (Reserved.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Governing body” means the city commission.

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

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

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

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

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

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

- A. The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten (10) feet above lowest grade;
- B. An elevation ten (10) feet higher than the lowest grade when the sidewalk or ground surface described in subsection 1 of this definition is more than ten (10) feet above lowest grade;
- C. The height of a stepped or terraced building is the maximum height of any segment of the building;
- D. The city planner may approve additions of appurtenances to buildings causing a building height to exceed the allowed height if the following standards are met:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Landscaping.” (Reserved.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Planting season.” (Reserved.)

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

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

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

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

Principal Building. See “Building, principal.”

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

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

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

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

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

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

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

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

Rear Yard. See “Yard, rear.”

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

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

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

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

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

“Resource” means “Historical resource”.

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

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

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

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

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

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

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

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

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

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

“Shrub.” (Reserved.)

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

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

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

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

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

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

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

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

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

“Solar Collector.” (Reserved.)

“Solar Energy System.” (Reserved.)

“Solar Fence.” (Reserved.)

“Solar Noon.” (Reserved.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Tenant.” See “Occupant.”

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

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

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

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

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

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

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

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

“Tree.” (Reserved.)

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

“Zoning lot” means:

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

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

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

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

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 28, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

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



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

---

## BOARD OF ADJUSTMENT

### CONDITIONAL USE PERMIT – ANNUAL REVIEW

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### Staff Report

**Date:** August 5, 2024  
**To:** Board of Adjustment  
**From:** Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
**RE:** Annual Review - Conditional Use Permit – Bed & Breakfast

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**APPLICANT(S):** JP Pursuits, LLC (Jay & Pam Smith)  
**PURPOSE:** Annual Review – Conditional Use Permit – Bed & Breakfast Establishment  
**ADDRESS:** 7 Burlington Street  
Deadwood, Lawrence County, South Dakota  
**LEGAL DESCRIPTION:** Lot 4 of Peck’s Garden Subdivision of part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof.  
**FILE STATUS:** Legal obligations are complying.  
**ZONE:** R1 - Residential  
**STAFF FINDINGS:**

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Surrounding Zoning:	Surrounding Land Uses:
North: R2 – Multi-Family Residential	Residential
South: R1 – Residential	Residential
East: R1 – Residential	Residential
West: R1 – Residential	Residential

### SUMMARY OF REQUEST

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The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on July 17, 2023, to operate a Bed & Breakfast establishment at 7 Burlington Street.

The subject property is located in the Peck’s Garden neighborhood and is

surrounded by both single family and multi-family homes.

### **FACTUAL INFORMATION**

1. The property is currently zoned R1 - Residential.
2. The subject property has access from Burlington Street and has off-street parking.
3. The property is not in a Flood Zone.
4. Adequate public facilities are available to serve the property.
5. The area is characterized by a mixture of single-family and multi-family dwellings, commercial and public use areas.

### **STAFF DISCUSSION**

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The applicant was granted a Conditional Use Permit for a Bed & Breakfast establishment and City regulations permit Bed & Breakfast establishments in R2- Residential Districts with an approved Conditional Use Permit. The subject property is a one (1) bedroom, one (1) bath accessory building located on the subject property. Renters can park in two parking spaces in the driveway.

#### **“Bed & Breakfast Establishment” means:**

Any building or buildings run by an operator that is used to provide accommodations for a charge to the public, with at most five (5) rental units for up to an average of ten (10) guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota and this Title.

### **COMPLIANCE:**

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This Bed & Breakfast has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 65 nights in the past 12 months and has received very good reviews.

No complaints are on record for this establishment.

### **GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:**

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

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district

Conditional Use Permit Review – Bed & Breakfast  
7 Burlington Street  
August 5, 2024

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in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

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

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

*The subject area is zoned R1 – Residential District and is intended to provide locations for medium density, residential development commensurate with an urban area. The primary use is single-family detached residences.*

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

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

- D. The previously approved Conditional Use Permit is still in use, and when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

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

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

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

#### **CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:**

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- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke Conditional Use Permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that

further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved, staff recommendations for stipulation(s):

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

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approval/Denial by the City of Deadwood Board of Adjustment.

The City of Deadwood Planning and Zoning Commission approved the continued use of the Conditional Use Permit on Wednesday, July 17, 2024.



Map showing location of 7 Burlington Street.

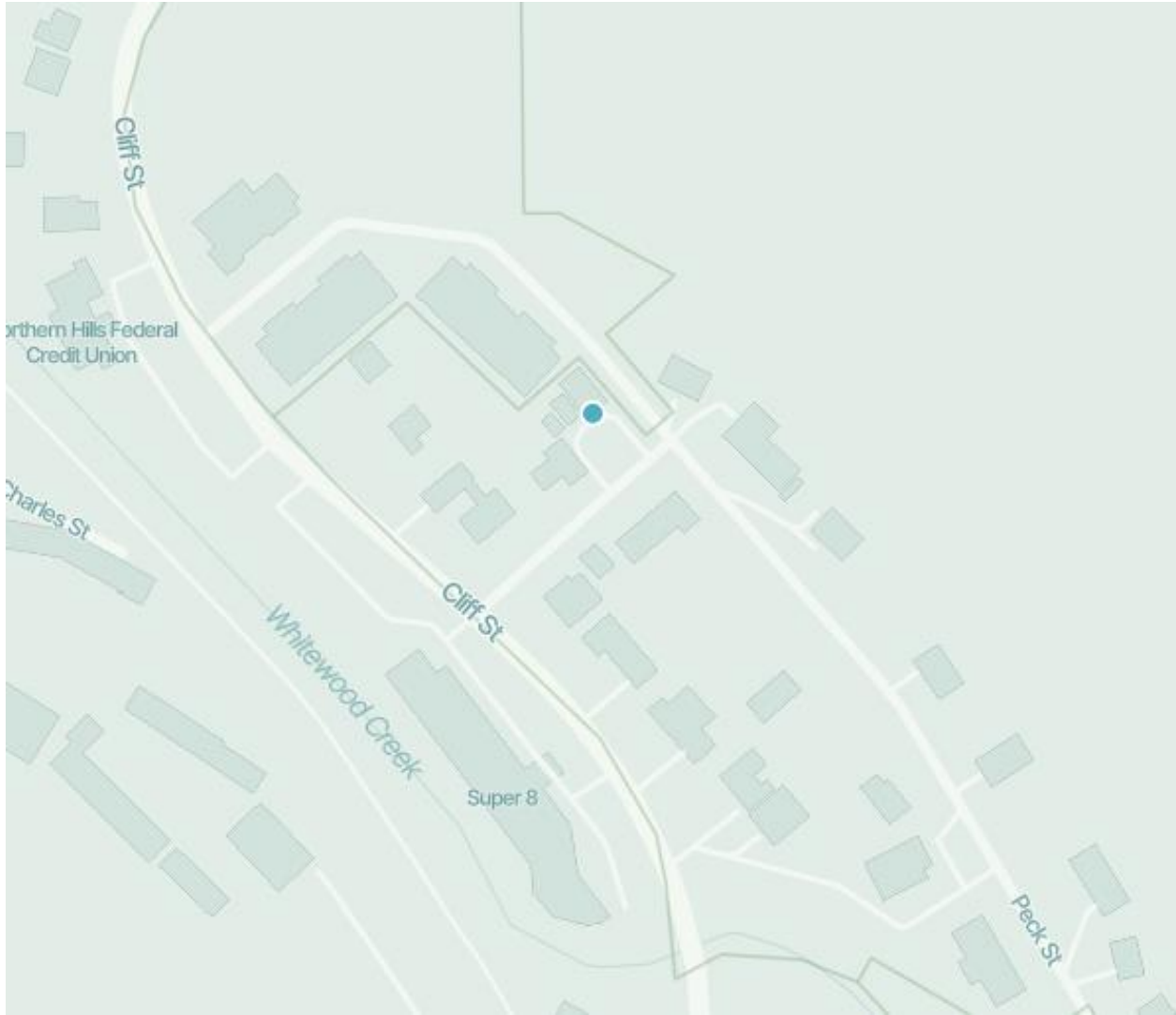






**Aerial photo of 7 Burlington Street, Deadwood, SD 57732.**





**Map showing locations of nearby Short-Term Rentals to 7 Burlington Street, Deadwood, SD 57732.**





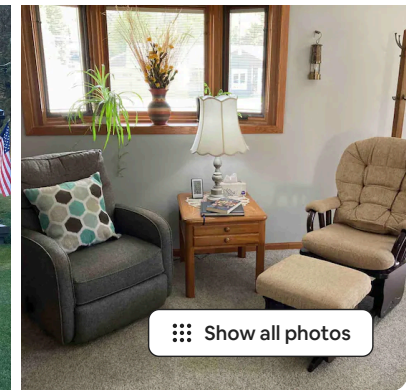
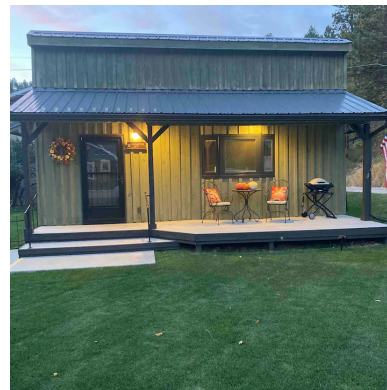
Anywhere Any week Add guests

Airbnb your home



# Burlington Bunkhouse

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



Show all photos

## Entire home in Deadwood, South Dakota

4 guests · 1 bedroom · 2 beds · 1 bath



5.0  
★★★★★

5  
Reviews



**Hosted by Jay**

10 months hosting



**Self check-in**

Check yourself in with the lockbox.



**Great check-in experience**

100% of recent guests gave the check-in process a 5-star rating.



**Great communication**

100% of recent guests rated Jay 5-star in communication.

The Burlington Bunkhouse is located a half mile from Deadwood's Main Street in a quiet neighborhood. The trolley stop for hitching a ride downtown is half a block away and the Mickelson Trail for exploring or walking to Main Street is a block away. The quaint home is the perfect get away for enjoying the Black Hills and all that it offers. There is a covered porch to enjoy the great view. The kitchen, dining, and living area are spacious and bright for resting after a long day.

...

[Show more >](#)

## Where you'll sleep



Bedroom

## Add dates for prices

CHECK-IN  
Add date

CHECKOUT  
Add date











GUESTS  
1 guest



Check availability

[Report this listing](#)

### What this place offers

-  Kitchen
-  Wifi
-  Free driveway parking on premises – 2 spaces
-  TV
-  Free washer – In unit
-  Free dryer – In unit
-  Central air conditioning
-  Private patio or balcony
-  Private backyard – Not fully fenced
-  Children's books and toys

Show all 52 amenities

### Select check-in date

Add your travel dates for exact pricing

< >

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

June 2024

July 2024



[Clear dates](#)



### Guest favorite

One of the most loved homes on Airbnb based on ratings, reviews, and reliability

Overall rating

5  
4  
3  
2  
1

Cleanliness

5.0



Accuracy

5.0



Check-in

5.0



Communication

5.0



Location

4.8



Value

4.8



**Emma**

4 months on Airbnb

★★★★★ · March 2024 · Stayed a few nights

Such a cute place to stay! Felt safe and they even left us cinnamon rolls for breakfast! Definitely recommend for someone who knows they won't be spending a lot of time...

[Show more](#)



**Liz**

2 years on Airbnb

★★★★★ · September 2023 · Stayed a few nights



**Stephanie**

Atlanta, Georgia

★★★★★ · September 2023 · Stayed a few nights

Jay was very friendly and the house was set up beautifully; spacious, clean and accommodating. They even left little snacks on the counter. It is right next to their place, so...

[Show more](#)



**Mike**

United States

★★★★★ · September 2023 · Stayed a few nights

This was absolutely the best place we have ever stayed! So homy and clean and comfortable. Jay was so accommodating to us and communicated well too! Would recommend this...

[Show more](#)

Jay and Pam are great hosts! The place was perfect for our long weekend cycling the Mickelson Trail. They had plenty of local recommendations in and around Deadwood, and their...

[Show more](#)



**David**  
Brownsboro, Texas

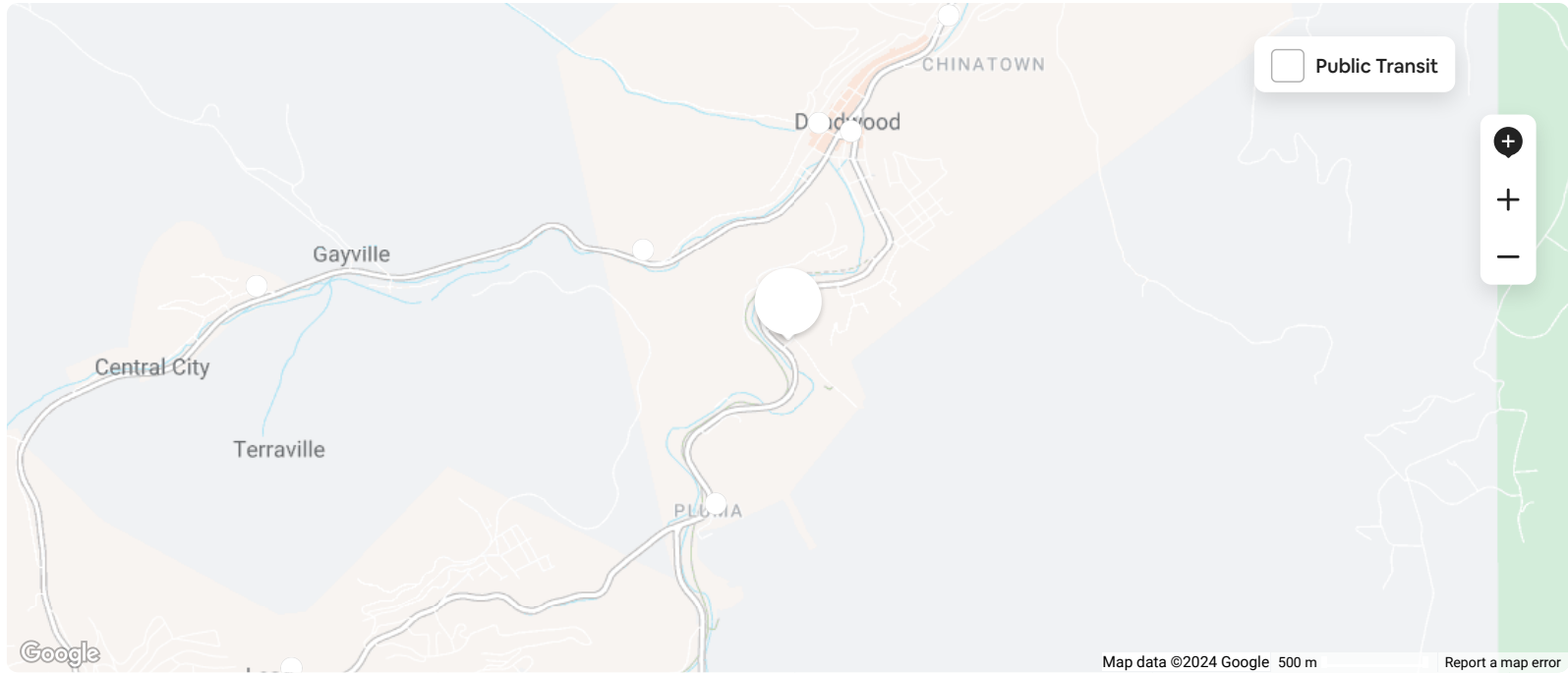
★★★★★ · August 2023 · Stayed a few nights

Outstanding stay! Friendly couple and clean place. Highly recommend


---

## Where you'll be

Deadwood, South Dakota, United States



### Meet your Host



**5**  
Reviews

---

**5★**  
Rating

---

**Jay**  
Host


---


**10**  
Months hosting


### Host details

Response rate: 100%  
Responds within an hour

[Message Host](#)

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

 Born in the 60s

 Where I went to school: Lead-Deadwood School District



My wife and I were both born and raised in Deadwood. The Black Hills has so much to offer. T...

[Show more >](#)

## Things to know

### House rules

Check-in after 3:00 PM  
Checkout before 10:00 AM  
4 guests maximum

[Show more >](#)

### Safety & property

Carbon monoxide alarm  
Smoke alarm

[Show more >](#)

### Cancellation policy

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

[Add dates >](#)

[Airbnb](#) > [United States](#) > [South Dakota](#) > [Lawrence County](#) > [Deadwood](#)

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Vacation rentals

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Vacation rentals

### Custer

Vacation rentals

### Hill City

Vacation rentals

### Gillette

Vacation rentals

### Lead

Vacation rentals

### Keystone

Vacation rentals

### Hot Springs

Vacation rentals

## Other types of stays on Airbnb

Deadwood vacation rentals

Deadwood monthly stays

Vacation rentals with outdoor seating in Deadwood

Kid-friendly vacation rentals in Deadwood

House vacation rentals in Lawrence County

Kid-friendly vacation rentals in Lawrence County

Vacation rentals with outdoor seating in Lawrence Co...

Kid-friendly vacation rentals in South Dakota

Vacation rentals with outdoor seating in South Dakota

**Support**

- Help Center
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighborhood concern

**Hosting**


- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum
- Hosting responsibly
- Airbnb-friendly apartments
- Join a free Hosting class

**Airbnb**

- Newsroom
- New features
- Careers
- Investors
- Gift cards
- Airbnb.org emergency stays

🌐 English (US)   \$ USD     

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Doc #: 2024-03066  
Date: 7/18/2024 4:23:07 PM  
Davida D. Hansen  
Lawrence County Register of Deeds  
Fee: \$ 30.00



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

### ASSIGNMENT OF EASEMENT

Mattson, Inc. and Jon and Barbara Mattson, whose address is 12772 Roth Road, Sturgis, SD, 57785, do hereby transfer, convey and assign to the City of Deadwood, South Dakota, a South Dakota municipality, of 102 Sherman Street, Deadwood, South Dakota 57732, all rights, title and interest to the following easement:

The Easement recorded Document Number 94-496 in the Office of the Register of Deeds, Lawrence County, South Dakota. The real property this Easement is on is legally described as follows:

Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 686, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, TSN, R3E, B.H.M., containing portion within and outside the City of Deadwood, Lawrence County, South Dakota, containing 160.53 acres more or less, as shown on the plat of the Buena Vista Tract recorded in the office of the Lawrence County Register of Deeds as Document No. 93-5668, and all rights of ways and easements for ingress and egress owned by Sellers through Tract 1 owned by Deadwood Gulch Lodge, Inc., and M.S. 571 and any subdivisions thereof owned by Lead Deadwood Sanitary District No. 1, excepting and reserving prior reservations of minerals, easements, and rights of way of record, and reservations and patents from the United States.  
States.

This permanent easement, right-of-way and right of entry and access upon the above-described property is as shown on the plat of the above-described property and is described as follows:

40 foot (40') wide private access easement as shown on Plat recorded as Document No. 93-5668 and labeled and referred to on such Plat as C/L OF EXISTING ROAD IS C/L OF 40' PRIVATE ACCESS FOR JON MATTSON

This easement shall run with the land and be binding upon the heirs, executors, administrators, transferees, and assigns of owner.



This Assignment shall be binding upon Mattson, Inc., and Jon and Barabara Mattson, their successors and assigns, and for the benefit of the City of Deadwood, South Dakota, its successors and assigns.

*[Remainder of this page intentionally left blank.]*



Dated this 18<sup>th</sup> day of July, 2024.

MATTSON, INC.

Mattson, Inc.  
By: Jon Mattson  
Its: President

STATE OF SOUTH DAKOTA     )  
  )SS.  
COUNTY OF LAWRENCE     )

On this the 18<sup>th</sup> day of July, 2024, before me, the undersigned officer, personally appeared Jon Mattson, who acknowledged himself/herself to be the President of Mattson, Inc. and that it as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of himself/Jon Mattson by himself/herself in such capacity.

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

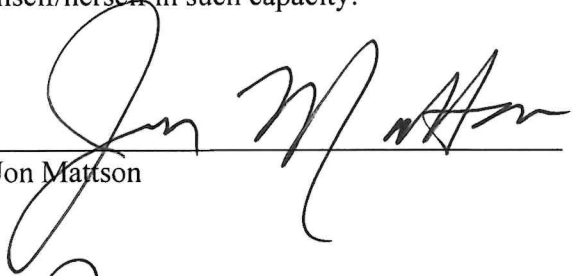


Kristine Hill, Deputy Auditor  
Notary Public: Deputy Auditor  
My Commission Expires:  
**MY TERM EXPIRES  
FEBRUARY 28, 2027**



STATE OF SOUTH DAKOTA )  
 )SS.  
COUNTY OF LAWRENCE )

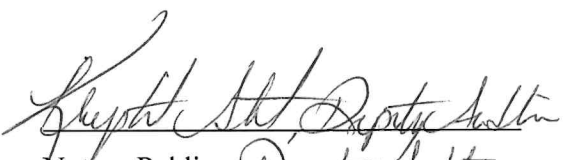
On this the 18<sup>th</sup> day of July, 2024, before me, the undersigned officer, personally appeared Jon Mattson and Barbara Mattson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Jon Mattson and Barbara Mattson by himself/herself in such capacity.

  
\_\_\_\_\_  
Jon Mattson

  
\_\_\_\_\_  
Barbara Mattson

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



  
\_\_\_\_\_  
Notary Public: Deputy Auditor  
My Commission Expires: \_\_\_\_\_

**MY TERM EXPIRES  
FEBRUARY 28, 2027**



CORRECTIVE EASEMENT

DAN COSTNER, as Nominee for an undisclosed party, owner of the following-described property, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto MATTSON, INC., unto JON and BARBARA MATTSON, and their successors and assigns, a permanent easement and right-of-way for road and access purposes, along with the right of ingress and egress, through the following-described property:

Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 686, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, T5N, R3E, B.H.M., containing portion within and outside the City of Deadwood, Lawrence County, South Dakota, containing 160.53 acres more or less, as shown on the plat of the Buena Vista Tract recorded in the office of the Lawrence County Register of Deeds as Document No. 93-5668, and all rights of ways and easements for ingress and egress owned by Sellers through Tract 1 owned by Deadwood Gulch Lodge, Inc., and M.S. 571 and any subdivisions thereof owned by Lead Deadwood Sanitary District No. 1, excepting and reserving prior reservations of minerals, easements, and rights of way of record, and reservations and patents from the United States.

This Corrective Easement is made for the purpose of correcting the description in the November 18th, 1993 Easement recorded as document no. 93-5744 which erroneously referred to as M.S. 930, which Easement is now corrected to M.S. 920.

This permanent easement, right-of-way and right of entry and access upon the above-described property is as shown on the plat of the above-described property and is described as follows:

40 foot (40') wide private access easement as shown on Plat recorded as Document No. 93-5668 and labeled and referred to on such Plat as C/L OF EXISTING ROAD IS C/L OF 40' PRIVATE ACCESS FOR JON MATTSON

This easement shall run with the land and be binding upon the heirs, executors, administrators, transferees, and assigns of owner.

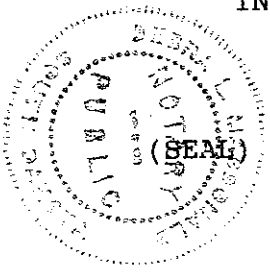
Dated this 20<sup>th</sup> day of January, 1994.

[Signature]  
Dan Costner, as Nominee for an  
Undisclosed Party

STATE OF SOUTH DAKOTA )  
                                  ) SS.  
COUNTY OF LAWRENCE )

On this 20<sup>th</sup> day of January, 1994, before me, the undersigned officer, personally appeared Dan Costner, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Debra K. Macdonald  
Notary Public  
My Commission Expires: 5-16-99

DOC. NO. 94-496  
FEE \$ 7.00 Jan.  
1994, Feb. 1  
3:50 P.M.  
JUDY R. MEVERDEN  
LAWRENCE COUNTY  
REGISTER OF DEEDS  
2 pages





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:** July 26, 2024  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Permission to enter into a contract with Temple Construction for 85 Charles Street Foundation Project

---

With the purchase now complete at 85 Charles Street staff has been seeking quotes to begin the first phase of the restoration which is the foundation. Two quotes have been received from RCS Construction for \$189,000.00 and Temple Construction for \$81,651.00.

Staff has conducted an on-site review with Temple Construction and has contacted references. Staff is recommending this contractor for the foundation project.

The Historic Preservation Commission reviewed this request at their July 24, 2024, meeting and recommend entering into a contract with Temple Construction for 85 Charles Street Foundation Project for a cost not to exceed \$81,651.00.

**Recommended Motion:** *Move to enter into a contract with Temple Construction for 85 Charles Street Foundation Project for a cost not to exceed \$81,651.00 to be paid out of HP Capital Assets line item.*

# QUOTE FORM

## 85 CHARLES STREET FOUNDATION REPAIR DEADWOOD, SOUTH DAKOTA

Quote Opening: July 9, 2024, 2:00 p.m., local time.

Quotes Received at:

Deadwood Finance Office  
102 Sherman Street  
Deadwood, South Dakota 57732

or electronically at:

[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)  
Kevin Kuchenbecker, City of Deadwood

Quoting Contractors:

The undersigned, having familiarized themselves with the site of the work, the Plans and Specifications, Form of Contract, and Addenda Nos. 01, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, thereto as prepared in parts by Albertson Engineering Inc., Structural Engineer, (AEI# 2024-141) hereby proposes to furnish all labor, material, equipment and expertise necessary for the completion of the 85 Charles Street Foundation Repair located in Deadwood, SD for the following lump sum of:

“85 Charles Street Foundation Repair” Base Quote (Lump Sum): As indicated in the drawings and herein specified.

Eighty One Thousand Six Hundred DOLLARS (\$ 81,651)  
Eighty-one

The quoting Contractor agrees that the quote shall be good and shall not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receipt of quote.

In case of discrepancy between Arabic figures and the amounts written out in words on this quote form, the amount written out in words will govern.

The above quote includes all applicable State, Municipal Sales and Use taxes on materials and State and Municipal Excise Taxes and all other State and Federal Taxes that would affect the amount of the quote.

Substantial Completion shall be on or before October 11, 2024.

Owner reserves the right to reject any and all quotes, to waive any or all informalities.

Upon receipt of written notice of acceptance of his quote, the quoting Contractor will execute the formal City of Deadwood contract within ten (10) days.

Respectfully Submitted,

Business Name: Temple Construction

By: (signature) 

Name & Title Max Temple, Owner

Phone No. 605 639 5848

Business Address 745 N. 8<sup>th</sup> st  
Spencish, SD, 57783

### CHANGE ORDER

Order Number: Two (2)

NAME OF PROJECT: Timm Lane

OWNER: City of Deadwood, 102 Sherman St, Deadwood, SD

CONTRACTOR: Corr Construction Services, Inc.

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Most of the changes in this final CO are due to field quantities being lower than plans quantity. The increase of asphalt and aggregate base were due to an increase in field quantities compared to plans quantity. The work for the increased portion was pre-approved by the City by to the work commencing.

**Justification:**

Adjusting the final quantities.

Original CONTRACT PRICE: \$673,721.66

CONTRACT adjusted by previous CHANGE ORDER: \$0.00

The CONTRACT PRICE due to this CHANGE ORDER will be

Increased by: \$0.00

Decreased by: (\$2,800.04)

The new CONTRACT including this CHANGE ORDER will be: \$670,921.62

**Change to CONTRACT TIME:**

The CONTRACT TIME will be

Increased by: 0 Calendar Days

Decreased by: 0 Calendar Days

The date for completion of all work will be: As Negotiated (date)

Recommended By Interstate Engineering:

Signature: Zachary J. Grapentine

Date: \_\_\_\_\_

Digitally signed by Zachary J. Grapentine  
DN: C=US,  
E=zach.grapentine@interstateeng.com,  
O="Interstate Engineering, Inc",  
CN=Zachary J. Grapentine  
Reason: I am approving this document  
Date: 2024.08.01 17:40:45-06'00'

Approved by Owner:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Contractor:

Signature: Melissa [Signature]

Date: 2/31/24

Bid Item No.	Description	Contract Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)
<b>REDUCTIONS</b>					
11031690	REMOVE SEDIMENT	(0.40)	CY	700.00	\$ (280.00)
734E0154	12" DIAMETER EROSION CONTROL WATTLE	(293.00)	FEET	12.00	\$ (3,516.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL REDUCTIONS					\$ (3,796.00)
<b>ADDITIONS</b>					
320E1050	CLASS E ASPHALT	3.04	TON	233.00	\$ 708.32
260E1010	BASE COURSE	4.47	TON	64.35	\$ 287.64
TOTAL ADDITIONS					\$ 995.96

**TOTAL CHANGE ORDER (\$2,800.04)**

**NO:** **PURCHASE ORDER FOR A MOTOR VEHICLE** 07/23/24  
DATE

AUTO CHOICE CITY OF DEADWOOD

DEALER: 321 Heritage Dr PURCHASER'S NAME  
102 SHERMAN STREET

STREET ADDRESS: Spearfish, SD 57783 STREET ADDRESS  
DEADWOOD, SD 57732

CITY: KYLE ALAN STATE: SALESMAN CITY: (605) 920-3954 STATE: RESIDENCE PHONE

ZIP CODE: ZIP CODE: BUSINESS PHONE

This Order includes all the terms and conditions on BOTH THE FACE SIDE AND REVERSE SIDE, supersedes any prior agreements, including oral agreements and, with any retail installment contract, is the complete and exclusive statement of all terms and conditions.

PLEASE SUBMIT BUYERS ORDER FOR THE FOLLOWING:  NEW  USED  DEMONSTRATOR  CAR  TRUCK  MOTORCYCLE

YEAR 2020	MAKE FORD	MODEL OR SERIES SUPER DUTY	BODY TYPE XLT 4W	COLOR WHITE	TRIM	MILEAGE 41,974
VIN OR SERIAL NO. 1FT8W3B65LEE35253			STOCK NO. 14243	LAST PLATE NO. - STATE - YEAR		DELIVERED ON OR ABOUT 07/23/24

PRICE OF VEHICLE	\$ 38,990.00
OTHER CHARGES	\$ N/A
DOC FEE	\$ 199.00
<b>(A) TOTAL CASH DELIVERED PRICE</b>	<b>\$ 39,189.00</b>
TRADE IN ALLOWANCE	\$ N/A
LESS: BALANCE DUE ON TRADE IN	\$ [ N/A ]
NET ALLOWANCE ON TRADE IN	\$ N/A
CASH DOWN PAYMENT / DEPOSIT	\$ N/A
<b>(B) TOTAL DOWN PAYMENT</b>	<b>\$ N/A</b>
UNPAID CASH BALANCE (A) MINUS (B)	\$ 39,189.00
EXTENDED SERVICE AGREEMENT <input type="checkbox"/> YES <input type="checkbox"/> NO	\$ N/A
<b>TOTAL BALANCE DUE ON DELIVERY</b>	<b>\$ 39,189.00</b>
LIEN PAYOFF TO:	

**USED CAR RULE NOTICE:**  
For Used Vehicles: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**MODIFICATION LANGUAGE: HOW THIS CONTRACT CAN BE CHANGED.** This Order contains the entire agreement between you and us relating to this Order. Any change to the Order must be in writing and both you and we must sign it. No oral changes are binding.

BUYER SIGNS  CO-BUYER SIGNS

You agree to allow representing dealerships and any of their agents to disclose your name and phone number to customers interested in purchasing your trade(s).

YES  NO

Does the title(s) to your trade in vehicle(s) indicate any prior damage or have any other type of brand notation?

YES  NO

DESCRIPTION TRADE IN #1					DESCRIPTION TRADE IN #2				
YEAR	MAKE	MODEL	TYPE	COLOR	YEAR	MAKE	MODEL	TYPE	COLOR
N/A									
VIN OR SERIAL #					STOCK #				
TITLE #	REBUILT/SALVAGE	LAST PLATE #	STATE	YEAR	TITLE #	REBUILT/SALVAGE	LAST PLATE #	STATE	YEAR
	<input type="checkbox"/> YES <input type="checkbox"/> NO					<input type="checkbox"/> YES <input type="checkbox"/> NO			
MILEAGE	BRAND NOTATION ON TITLE				MILEAGE	BRAND NOTATION ON TITLE			
N/A	<input type="checkbox"/> YES <input type="checkbox"/> NO					<input type="checkbox"/> YES <input type="checkbox"/> NO			

**NOTICE TO THE PURCHASER:** Do not sign this order before you have read the terms and conditions on BOTH THE FACE SIDE AND REVERSE SIDE of this form. You are entitled to an exact copy of the order you sign. YOU ACKNOWLEDGE you have received and read a complete copy of this order and, if applicable, the window form. YOU CERTIFY you are of majority age.

**THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.**

KYLE ALAN SALESMAN PURCHASER'S SIGNATURE X

*Kelly Gillespie* ACCEPTED BY CO-PURCHASER'S ADDRESS

CITY, STATE, ZIP

**WARRANTY DISCLOSURE:** ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER WILL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS. UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS AGREEMENT, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION DOES NOT AFFECT ANY MANUFACTURER OR SUPPLIER WARRANTIES COVERING THE VEHICLE.

TO THE EXTENT NOT PROHIBITED BY LAW, PURCHASER WILL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. PURCHASER ACKNOWLEDGES BEING INFORMED OF THIS IN WRITING PRIOR TO SALE.

Purchaser's Signature

Co-Purchaser's Signature



### for Premium Vehicles includes Roadside Assistance

PP1RA11187B

**1 CHECK COVERAGE** See Reverse Side Of Agreement For Coverage  Plan CA Companion Stated  
 Plan P (PT) Powertrain  Plan A (PC) Stated  Plan B (PM) Exclusionary  Plan CB Companion Exclusionary

**2 CHECK DEDUCTIBLE AMOUNT**  
 \$100 Standard  \$50  \$25  \_\_\_\_\_ (OTHER)

**3 CHECK TERM & MILEAGE**  
 This Agreement expires by time from Vehicle date of sale, or mileage by term selected, whichever occurs first.

<i>Maximum Years from Vehicle Date of Sale</i>		<i>Maximum Vehicle Odometer Reading at Expiration</i>	
<input type="radio"/> 2 YEARS	<input type="radio"/> 5 YEARS	<input type="radio"/> 60,000 MILES	<input type="radio"/> 100,000 MILES
<input type="radio"/> 3 YEARS	<input checked="" type="radio"/> OTHER <u>7 YEAR(S)</u>	<input type="radio"/> 75,000 MILES	<input checked="" type="radio"/> OTHER <u>125,000 MILES</u>
<input type="radio"/> 4 YEARS			

**4 CUSTOMER INFORMATION/COVERED VEHICLE**

AGREEMENT HOLDER'S NAME (Last) (First) (Middle Initial) TELEPHONE  
 CITY OF DEADWOOD 6059203954

N/A

ADDRESS CITY STATE ZIP  
 102 SHERMAN STREET DEADWOOD SD 57732

YEAR 2020	MAKE FORD	MODEL F350	HYBRID? <input type="radio"/> YES <input checked="" type="radio"/> NO	CLASS	VEHICLE IDENTIFICATION NUMBER 1FT8W3B65LEE35253
ISSUE MILEAGE (Odometer reading at Date of Sale) 41974	VEHICLE PURCHASE PRICE \$ \$38,990.00		DATE OF SALE (refer to Expiration explanation below) 7/26/2024		

LIENHOLDER

ADDRESS CITY STATE ZIP

SELLING DEALER/LESSOR NAME Telephone  
 Auto Choice (605) 642-2886

ADDRESS CITY STATE ZIP  
 321 Heritage Dr Spearfish SD 57783

**EXPIRATION: THIS AGREEMENT EXPIRES WHEN ONE OF THE FOLLOWING FIRST OCCURS.**  
 1. Expiration Date: Agreement expires when selected Term (indicated and defined in Box 3 above), commencing from "Date of Sale," expires at 11:59 P.M. local time on that date.  
 2. Expiration Mileage: Agreement expires when the odometer reads or exceeds the mileage limit checked in Box 3 (above).

**5 CHECK ADDITIONAL COVERED ITEMS (COVERED ITEMS MUST BE CHECKED AT TIME OF SALE)**  
 TURBO/SUPERCHARGER/ DIESEL  FOUR-WHEEL DRIVE/ALL-WHEEL DRIVE  HYBRID/ELECTRIC  
 Light Commercial Use (250)  
 OTHER

I hereby declare that the above information is correct and acknowledge receipt of State Guidelines by my signature below.	OFFICIAL USE	SERVICE AGREEMENT PRICE \$ 4436.00
	<i>Extended Service Agreement must be paid in full at date of sale.</i>	
CUSTOMER SIGNATURE	DEALER REPRESENTATIVE SIGNATURE	DATE
		<u>7/26/2024</u>

The purchase of this Extended Service Agreement is not required in order to purchase or obtain financing for a motor vehicle.  
 If no coverage is selected in Box 1, Plan P Powertrain Coverage will be in effect. A \$100.00 Deductible will apply unless otherwise indicated in Box 2. If no Term and Mileage has been indicated in Section 3, Coverage will be in effect for 2 years/60,000 miles, whichever first occurs. Any modification, alteration or change to the preprinted terms and conditions of this Extended Service Agreement are invalid and of no force or effect. This Agreement is not regarded as an insurance policy in most states (see State Guidelines within for exceptions). This is an Extended Service Agreement between You and the Selling Dealer. All obligations and liabilities for repairs covered by this Extended Service Agreement are those of the Selling Dealer and not First Extended Service Corporation, which administers the Agreement for the Selling Dealer. See reverse side for additional information regarding responsibilities for benefits.

CLAIMS SERVICE OFFICE First Extended Service Corp. P.O. Box 804785 Chicago, IL 60680-4109

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS.**  
 Claims Toll Free - 1-800-527-3426 Roadside Assistance - 1-800-270-8447

PP1R (R 10/14) LZ# #97827

Your Single Source Service Provider



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

July 22, 2024

**QUOTE NUMBER: Q2404110**

**DEREK FARLEY**

Rasmussen Mechanical Services  
3590 Mayer Ave  
Sturgis, SD 57785

**LORNIE STALDER**

CITY HALL/PLANNING/ZONING  
108 SHERMAN STREET  
DEADWOOD, South Dakota  
57732

**Proposal**

**Subject: CRAC UNITS #1 & #2 - REHEAT ASSEMBLY KITS REPLACEMENT**

**Lornie Stalder,**

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

**Inclusions:**

CRAC UNITS #1 & #2 - REHEAT ASSEMBLY KITS REPLACEMENT

CRAC #1 - Liebert Model: BU067ADADE1961B / Serial # N13F740187

CRAC #2 - Liebert Model: BU067ADADE1961B / Serial # N13F740186

- Remove (1) Reheat Assembly Kit from each CRAC Unit (2 Total) and dispose.
- Furnish and install (1) new Reheat Assembly for each CRAC Unit (2 Total)
- Start Up CRAC Units and verify operation

*Note: Anticipated Lead Time for Factory Production is currently 8 Weeks as of 7/22/2024*

Includes all labor, materials, equipment and mobilization.

**Exclusions:**

Excludes any materials or services not listed.

**Clarifications:**



Quoted as Time and Materials Not to Exceed.

## Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a Time and Material basis NOT TO EXCEED the net sum of:

**SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND ZERO CENTS....\$6,139.00**

## Terms and Conditions

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

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

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

Respectfully Submitted,

**Derek Farley**

*PM Sales*

### Rasmussen Mechanical Services

Phone:

Mobile: +1 6054302554

Email: [derek.farley@rasmech.com](mailto:derek.farley@rasmech.com)

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

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

Buyer's Acceptance

Approved by Seller

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Authorized Signature for: CITY  
HALL/PLANNING/ZONING

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Rasmussen Mechanical Services

\_\_\_\_\_  
Date of Acceptance

QUOTE NUMBER: Q2404110

\_\_\_\_\_  
Date of Acceptance