



# City Commission Regular Meeting Agenda

Monday, July 17, 2023 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 3, and July 10, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for July 17, 2023

5. **Items from Citizens on Agenda**

a. Acknowledge VFW Post #5969 Awards: Recognition of Paul Robitaille for 2022 State Volunteer Firefighter of the Year and Michael Runge for the 2021 Local Firefighter of the Year award.

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 Marvin Maynard as a part-time Trolley Driver at \$15.66 per hour effective July 18, 2023, pending pre-employment screening.
- b. Permission to hire Amy Klein-Greba as Administrative Assistant for the Planning, Zoning and Historic Preservation Office at \$22.00 per hour (D12 rank) effective July 19, 2023 pending pre-employment screening.
- c. Permission to increase wage of trolley driver Joseph Royall-McKeown from \$15.66 to \$16.48 per hour after 1 year of service, effective July 6, 2023.
- d. Permission to allow phone allowance to James Lee effective June 1, 2023 and Jeremy Russell effective June 6, 2023.
- [e.](#) Renew Wellmark health insurance for employees from August 1, 2023 through July 31, 2024. Allow Finance officer to sign all associated documents.
- f. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deeds for Sam Namminga, Virginia Poling and Denise McGrath.

- g. Acknowledge payment to Days of '76 in the amount of \$5,000.00 for use of the slag pile for overflow parking during Days of '76 rodeo. (Paid per BID 8 board approval.)
- h. Permission to make 2023 budget allocation to Lawrence County Teen Court in the amount of \$8,500.00. (\$4,500.00 from Bed and Booze fund and \$4,000.00 from Police Dept.)
- i. Acknowledge grant money received from SD DANR in the amount of \$70,202.00 for Streets Department.
- j. Permission for Mayor to sign Quitclaim Deed and Certificate of Real Estate Value for the property located along Freemont Street from David H. Wilkinson and Laori May Wilkinson Revocable Trust to the City of Deadwood [Matter addresses retaining wall holding up Freemont Street].
- k. Permission for Mayor to sign contract with Schlosser Construction for the reconstruction of the stone retaining wall holding up Jackson Street along side 26 Washington. (Approved by City Commission on July 3, 2023)
- l. Permission to pay Triple H Performance in the amount of \$2,820.00 for work performed to Rescue #3 fire truck. (To be paid from Fire Dept. Repair budget.)
- m. Permission to pay Barry's Electric in the amount of \$4,200.10 for electrical upgrades at City Hall. (To be paid by Public Buildings Professional Service budget.)
- n. Permission to purchase office furniture from Modern Office for the new Zoning Coordinator office in the amount of \$3,199.00 including shipping. (To be paid from the HP supplies budget.)
- o. Approve recommendation from the Parking & Transportation Committee to waive parking fees for the Outlaw Square Shootout AAU Wrestling Tournament participants on July 22, 2023 from 12:00 pm to the end of the event in all areas except the Broadway Parking Ramp. AAU Wrestling will be responsible for providing proof of participation to assist enforcement staff.
- p. Permission to award 2023 Outside-of-Deadwood Grants (Round 2) in the amount of \$41,550.00.
- q. Permission to adopt Deadwood Recreation and Aquatic Lightning Storm Closure Policy to be effective immediately.
- r. Permission to allow the Mayor to sign AIA contract document with RCS Construction for work associated with Whitewood Creek Restoration - Bid Package 1 - Sites 1C, 2A, 2B, 3A, 3B for FEMA Project #123107. (Accepted bid of 07-10-2023)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for the Deadwood Redemption Day: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Saturday, August 19 to 1:00 a.m. on Sunday, August 20, 2023. Deadwood Street will reopen for the Deadwood Alive performance at 2:00 p.m. and close at 2:30 p.m.

- b. Hold public hearing for HOGS Passport Run: Main Street Parking, southwest side only, from 681 to 677 Main Street (Harley Davidson and Midnight Star) from 1:00 p.m. to 3:00 p.m. on Saturday, July 22, 2023.
- c. Hold public hearing for Steer Roping Event: waiver of user fees Friday, August 18 through Monday, August 21, open container Friday, August 18 from 11:00 a.m. to 2:00 a.m. on Saturday, August 19; Saturday, August 19 from 11:00 a.m. to 2:00 a.m. on Sunday, August 20; Sunday, August 20 from 11:00 a.m. to 2:00 a.m. on Monday, August 21; and Monday, August 21 at 11:00 a.m. to 2:00 a.m. on Tuesday, August 22; and special liquor license to Days of '76 Committee from Saturday, August 19 through Monday, August 21, 2023 from 10:00 a.m. to 6:00 p.m. daily at the Event Complex.
- d. Set public hearing on August 7, 2023 for Retail (on sale) Liquor - Restaurant License for Door 4 LLC, dba Fairmont Hotel/Oyster Bay at 628 Main Street.
- e. Set public hearing on August 7, 2023 for Gold Street: Permanently close Gold Street between Main Street and Broadway Alley to vehicular traffic for use as a pedestrian plaza. Broadway alley will be one way from Shine Street to Wall Street.
- f. Set public hearing on August 7 for Hops and Hogs Event: open container in zones 1 and 2 Friday, September 22 from 5:00 p.m. to 10:00 p.m. and Saturday, September 23, 2023 from noon to 10:00 p.m.
- g. Set public hearing on August 7 for Oktoberfest events: open container in zones 1 and 2 Friday, October 6 from 5:00 to 10:00 p.m. and Saturday, October 7 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 7, 2023.
- h. Set public hearing on August 7 for Wild West Songwriters Festival Events: open container in zones 1 and 2 on Thursday, October 12 from 5:00 to 10:00 p.m., Friday, October 13 from 5:00 p.m. to 10:00 p.m. and Saturday, October 14, 2023 from noon to 10:00 p.m.
- i. Set public hearing on August 7 for Deadweird Events: open container in zones 1 and 2 Friday, October 27 from 5:00 p.m. to 10:00 p.m. and Saturday, October 28 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 4:00 p.m. Saturday, October 28 to 5:00 a.m. Sunday, October 29, 2023.
- j. Hold Public Hearing - Request for Conditional Use Permit - Bed and Breakfast - 5 Burlington Street

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment and approve/deny Conditional Use Permit - Bed and Breakfast - Jay and Pam Smith - 5 Burlington Street LOTS THREE (3) AND FOUR (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.

- b. Act as Board of Adjustment and approve/deny Final Plat of Lots 21A and 22A - Adjusting Property Lines - Stage Run Addition - Hueners Living Trust and John & Sharon Martin. Legally described as: Plat of Lots 21A and 22A, Block 2 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW1/4 of Section 14, the SE1/4 of Section 15, the NE1/4/NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota Formerly Lots 20 Revised, 21 and 22, Block 2 of Palisades Tract of Deadwood Stage Run Addition
- c. Second Reading of Ordinance #1374 Amending Chapter 17.60.100 Fire and Life Safety to match adopted Building Codes of the City of Deadwood.
- d. Second Reading of Ordinance #1375 Amending Chapter 15.01.020 Exceptions and Amendments regarding language under Subsection I.
- e. Second Reading of Ordinance #1376 repealing Chapter 15.20.010 Life Safety Code - Adopted
- f. First Reading of Ordinance #1377 Budget Supplement #4 for 2023
- g. First Reading of Ordinance #1378 Amending Chapter 5.04 Alcoholic Beverages
- h. First Reading of Ordinance #1378 Amending Chapter 12.20 Snow Removal
- i. First Reading of Ordinance #1380 Amending Chapter 17.53.040 Exception to Transient Commercial Use of Property
- j. First Reading of Ordinance #1381 Amending Chapter 12.24.025 Event Committee
- k. Permission to pay Connell Equipment Leasing Company in the amount of \$16,787.65 for 1st of 4 lease payments (7/1/2023 - 6/30/2024) on 2023 S30 Sweeper. (To be paid by Parks Equipment budget.)
- l. Permission to enter into contract with the State Archaeological Research Center for additional archaeological investigations required as part of the Deadwood FEMA project in the amount of \$14,548.44. (To be paid as part of the FEMA project)
- m. Accept Contract Addendum #5 at a cost of \$28,600.00 with Albertson Engineering for additional services required for the completion of the FEMA project. (A portion reimbursable from FEMA).
- n. Permission to hire Black Hills Asphalt at a price not to exceed \$22,121.70 for sealing, crack fill and striping of the following parking lots: Gateway, City Hall, Centennial, Library, and the front half of the Sherman Street Lot. (To be paid by Parking and Transportation repair budget.)

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

- a. Dedication of interpretation marker for the conservation easement donated by ZCN, LLC (aka Deadwood Mountain Grand) at the beginning of the Homestake Trail in Deadwood at 11:00 a.m. on Tuesday, July 18, 2023.
- b. Raffle permit received from Lead-Deadwood AAU Wrestling Club. Drawing will be held July 22, 2023.
- c. 2024 HPC Budget Meeting - 8:00 a.m. July 25, 2023 - Deadwood City Hall



12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

**REGULAR MEETING, JUNE 19, 2023**

The Regular Session of the Deadwood City Commission convened on Monday, June 19, 2023 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commission President Gary Todd called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson and Charlie Struble. Mayor David Ruth Jr. and Commissioner Sharon Martinisko were absent. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Johnson seconded to approve the minutes June 19, 2023. Roll Call: Aye-All. Motion carried.

**JUNE, 2023 PAYROLL:** COMMISSION, \$5,538.42; FINANCE, \$60,034.91; PUBLIC BUILDINGS, \$12,573.44; POLICE, \$112,830.94; FIRE, \$8,637.95; BUILDING INSPECTION, \$7,298.60; STREETS, \$65,004.93; PARKS, \$53,333.47; LIBRARY, \$12,735.58; RECREATION CENTER, \$61,538.27; HISTORIC PRESERVATION, \$38,622.49; WATER, \$26,494.37; MT. MORIAH, \$9,930.69; PARKING METER, \$17,417.65; TROLLEY, \$27,968.88; PARKING RAMP, \$4,702.50. PAYROLL TOTAL: \$524,663.09.

**JUNE, 2023 PAYROLL PAYMENTS:**

Internal Revenue Service, \$130,668.89; S.D. Retirement System, \$48,169.02; Delta Dental, \$3,450.30.

**APPROVAL OF DISBURSEMENTS**

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

A & B BUSINESS SOLUTIONS	CONTRACT	712.90
ACE HARDWARE	SUPPLIES	200.88
ALPINE IMPRESSIONS	SUPPLIES	120.00
ALTEC CAPITAL SERVICES	LEASE	30,615.24
AMAZON CAPITAL	SUPPLIES	858.18
AMAZON	SERVICE	433.30
BARRY'S ELECTRIC SERVICE	PROJECT	1,062.85
BH CHEMICAL	SUPPLIES	1,331.34
BH PIONEER	SERVICE	20,250.00
BH SECURITY	SERVICE	2,987.34
BH WINDOW CLEANING	SERVICE	585.00
BLOOMERS	FLOWERS	62.00
BLUEPEAK	SERVICE	4,426.64
BOGNER, KATHRYN	REIMBURSEMENT	59.99
BOMGAARS	SUPPLIES	207.85
CHRIS SUPPLY	SUPPLIES	21.78
CONTRACTOR'S SUPPLY	SUPPLIES	490.00
CORR CONSTRUCTION	PROJECT	37,562.40
DAYS OF '76	BID #8	10,000.00
DVFD	STAFFING	1,056.00
DEADWOOD GAMING	BID #8	10,000.00
DOG WASTE DEPOT	SUPPLIES	709.95
ECOLAB	SERVICE	112.81
FASTENAL	SUPPLIES	99.36
FIRST GOLD HOTEL	BID #8	30,000.00
FIRST NET	SERVICE	240.24
GALLS	UNIFORMS	12.56
HAWKINS	SUPPLIES	1,423.17
HOUSKA, TREVOR	REIMBURSEMENT	423.50
INTERSTATE BATTERY	SUPPLIES	1,612.80
IPS GROUP	SERVICE	2,463.68
LAWRENCE CO. REGISTER	SERVICE	150.00
LYNN'S	SUPPLIES	76.81
MACQUEEN EMERGENCY	SUPPLIES	123.47
MACROVISION	PROJECT	1,679.00
MARCO	CONTRACT	166.55
MIDWEST TAPE	SUPPLIES	23.24
MDU	SERVICE	2,894.20
MS MAIL	SERVICE	1,505.63
MUTUAL OF OMAHA	INSURANCE	232.13
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHWEST PIPE FITTINGS	SUPPLIES	551.80
OSWALD ENTERTAINMENT GROUP	BID #8	25,000.00
PATRIOT FIRE & SAFETY	TESTING	1,213.47
PHEASANTLAND INDUSTRIES	SUPPLIES	55.69
PLATINUM CHEMICALS	SUPPLIES	198.00
QUICKTROPHY	SUPPLIES	35.27
RASMUSSEN MECHANICAL	SERVICE	2,465.29
ROSENBAUER SOUTH DAKOTA	CHASSIS	109,300.00
ROSENBAUM'S SIGNS	PROJECT	15,653.09
S AND C CLEANERS	CLEANING	9,720.74
SCHMIDT, WILLIAM	PROJECT	9,240.00
SD DEPT. OF REVENUE	LICENSE	150.00
SD HUMANITIES COUNCIL	SPONSOR	20,000.00
SD MAGAZINE	SUBSCRIPTION	70.00

**REGULAR MEETING, JUNE 19, 2023**

SD MUNICIPAL LEAGUE	TRAINING	50.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SETON	SUPPLIES	696.80
SODAK TITLE	SERVICE	240.00
SPEARFISH BUILDING	SUPPLIES	888.70
STURGIS RESPONDER SUPPLY	SUPPLIES	52.95
TOWEY DESIGN GROUP	PROJECT	17,254.42
TRAFFIC LOGIX	SUPPLIES	395.00
TRI AIR TESTING	SUPPLIES	216.00
TWIN CITY HARDWARE	SUPPLIES	2,502.41
TWIN CITY HARDWARE	GRANTS	883.85
VERIZON WIRELESS	SERVICE	747.61
VIEHAUSER ENTERPRISES	SERVICE	16.00
WELLMARK	INSURANCE	34,803.86
WEST RIVER TRAILER SALES	FLAT BED	5,195.00
WESTERN STATES FIRE	REPAIR	590.00
WHEELER LUMBER OPERATIONS	SUPPLIES	3,884.40
WHITE'S CANYON MOTORS	SUPPLIES	748.01

Total \$429,873.65

**CONSENT**

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

- A. Permission to hire Maria King as part-time Trolley Driver at \$15.66 per hour effective July 5, 2023.
- B. Permission to hire Jackson Gardner as full-time Parks Technician at \$19.00 per hour (D9 rank) effective July 5, 2023 pending pre-employment screening.
- C. Permission to hire Benjamin Dalke as full-time (non-certified) police officer at \$23.22 per hour effective July 18, 2023 pending pre-employment screening. Rate will adjust to \$25.79 per hour upon receiving State Certification.
- D. Permission to accept resignation from Library Assistant II, Kathy McKillip, effective July 1st. Permission to hire Kathy McKillip as Library Technical Services Coordinator (part-time 10 hours per week) at \$15.57 per hour effective July 2, 2023.
- E. Add Kelsey Keith effective May 11, 2023; remove Cassidy LeMons effective June 8, 2023 from the Volunteer Fire Department Roster for worker's compensation purposes.
- F. Resolution 2023-17 adding rates within the Deadwood Recreation and Aquatic Center fee schedule.

**CITY OF DEADWOOD  
RESOLUTION 2021-17**

**A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;  
NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective June 15, 2023:

**RECREATION & AQUATIC CENTER**

Membership Rates:	Daily
Youth Organization Swim Rate ***	\$2.00
***Rate per child when accompanied by an city- approved organization	

Dated this 3rd day of July, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- G. Permission to make 2023 budget allocation to The Lord's Cupboard in the amount of \$2,500.00 from Bed and Booze fund.
- H. Permission to make 2023 budget allocation to Deadwood Alive in the amount of \$10,000.00 from Bed and Booze fund.
- I. Permission for the Mayor to sign Deed of Gift and accept the Mineral Palace archaeological collection and incorporate this assemblage into the City Archaeological repository.
- J. Approve Special Alcohol License for VFW to serve alcohol at History and Interpretive Lot for Kool Deadwood Nites on Friday, August 24 and Saturday, August 25, 2023 from 11:00 a.m. to 10:00 p.m. No public hearing necessary since license is on publicly owned property. Payment and application have been received.

**REGULAR MEETING, JUNE 19, 2023**

- K. Approve Special Alcohol License for Silverado to serve alcohol at Outlaw Square from noon to 7:00 p.m. Friday, July 14 and Saturday, July 15, 2023 for Beer-A-Thon Event presented by the Naja Shrine. No public hearing necessary since license is on publicly owned property.
- L. Permission to purchase 5,500 gallons of gas at \$3.29 per gallon from Southside Service with a price not to exceed \$18,095.00.
- M. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for William and Shirley Enderby, Larry Harrison, LuAnn Grossman, Carolyn and Dennis Kannenberg, and Kimberly and John Bones.
- N. Permission for the Mayor to sign easement with owners of 3 Pearl Street for retaining wall in City right-of-way.
- O. Permission to waive 45-day requirement and allow use of public property on Saturday, July 15, 2023 from 10:00 a.m. to 12:00 p.m. for Just Tri It Triathlon

**PUBLIC HEARINGS**License

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Struble seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider License transfers from Miriam Quiroz Diaz to Miquel Soto dba Michelle's Tacos Deadwood at 622 Main Street. Roll Call: Aye-All. Motion carried.

Deadwood Live Concert (September 2)

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. Randy Brown, Deadwood Live, was available to answer questions. Brown thanked the Commission for adjusting open container to zones 1 and 2 to give all business. Commissioner Todd stated he has received concerns throughout the years on the number of events with open container. Hearing closed.

Struble moved, Johnson seconded to approve open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on Saturday, September 2; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, September 2 to 1:00 a.m. on Sunday, September 3 and Siever Street closure from 7:00 a.m. on Saturday, September 2 to 1:00 a.m. on Sunday, September 3, 2023. Roll Call: Aye-All. Motion carried.

Set Hearings

Struble moved, Johnson seconded to waive 45-day requirement and set public hearing on July 17 for HOGS Passport Run. Roll Call: Aye-All. Motion carried.

Johnson moved, Struble seconded to set public hearing on July 17 for the Deadwood Redemption Day event. Roll Call: Aye-All. Motion carried.

Struble moved, Johnson seconded to set public hearing on July 17 for Steer Roping Event. Roll Call: Aye-All. Motion carried.

**OLD BUSINESS**Whitewood Creek Restoration

Johnson moved, Struble seconded to continue results of bid opening for Whitewood Creek Restoration - Bid Package 1 - Sites 1C, 2A, 2B, 3A, 3B for FEMA Project #123107. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**First Reading

Historic Preservation/Planning and Zoning Officer Kuchenbecker spoke about the ordinance. Struble moved, Johnson seconded to approve first reading of Ordinance #1374 Amending Chapter 17.60.100 Fire and Life Safety to match adopted Building Codes of the City of Deadwood. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 19, 2023**First Reading

Kuchenbecker spoke about the ordinance. Struble moved, Johnson seconded to approve first reading of Ordinance #1375 Amending Chapter 15.01.020 Exceptions and Amendments regarding language under Subsection I. Roll Call: Aye-All. Motion carried.

First Reading

Kuchenbecker spoke about the ordinance. Johnson moved, Struble seconded to approve first reading of Ordinance #1376 repealing Chapter 15.20.020 Life Safety Code-Adopted. Roll Call: Aye-All. Motion carried.

Final Plat

Kuchenbecker spoke about the plat. Struble moved, Johnson seconded to Act as Board of Adjustment and approve Final Plat of Consolidating parcels- 58 Pleasant – Donna Keller legal described as: Plat of Lot D-1 being a Subdivision of a Portion of School Lot 70 and Lots D and E of the Subdivision of Probate Lot 439 located in the NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Final Plat

Kuchenbecker spoke about the plat. Johnson moved, Struble seconded to Act as Board of Adjustment and approve Final Plat for Dividing Lot X of Riverside Addition – Hole in the Sky Holding, LLC legal described as: Plat of Lots X1 and X2 of Riverside Addition to the City of Deadwood, Lawrence County, South Dakota formerly Lot X of Riverside Addition located in the NE1/4 of Section 27, T5N, R3E, B.H.M. Roll Call: Aye-All. Motion carried.

Variance

Kuchenbecker spoke about the variance. Struble moved, Johnson seconded to Act as Board of Adjustment and approve the variance request for setback for construction of new single-family home for Jackie Diana Fisher and Bryan James Duffy Revocable Trust. Legally described as: Tract C, Block 53, a Subdivision of Part of Lots 1 and 2, Block 53, Original Town, City of Deadwood, Located in the NW1/4 of Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota, according to Plat recorded as Document No. 2001-01165, subject to easements, reservations, and restrictions of record. Roll Call: Aye-All. Motion carried.

Contract

Kuchenbecker spoke about the 4-year contract. Johnson moved, Struble seconded to pay annual contract amount of \$70,000.00 to the South Dakota State Historical Society for preservation services to expedite project reviews. Roll Call: Aye-All. Motion carried.

Hire

Parks, Recreation & Events Director Adler stated this is to fix that arch that was damaged. Discussion was held concerning the name of the arena. Struble moved, Johnson seconded to hire Jacobs Welding to fix arch at Days of '76 Arena entrance with an amount net to exceed \$10,000.00. (To be paid from Streets Repairs.) Roll Call: Aye-All. Motion carried.

Purchase

Kuchenbecker spoke about the purchase. Struble moved, Johnson seconded to purchase 2 4-foot benches and 2 6-foot benches from Victor Stanley in an amount no to exceed \$9,700.00 including shipping. (To be paid from HP Capital Asset Benches line item.) Roll Call: Aye-All. Motion carried.

Authorize

Kuchenbecker spoke about the statues. Commissioner Todd questioned the amount of funds. Discussion was held concerning budget and cost. Struble moved, Johnson seconded to authorize the Deadwood Historic Preservation Commission to be a title sponsor of Calamity Jane and four additional statues at a cost of \$25,000.00 each for the next five years along with the placement of the first statue. Kuchenbecker stated the recommendation from Arts Committee is to place the statue at Gold Street. Discussion was held concerning placement and Gold Street. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 19, 2023**

Contract

Kuchenbecker spoke about the retaining wall. Struble moved, Johnson seconded to enter into contract with Schlosser Construction for the reconstruction of the stone retaining wall holding up Jackson Street along side 26 Washington in the amount of \$38,760.00. (To be paid from HP Capital Assets – City Walls line item.) Roll Call: Aye-All. Motion carried.

Lease

Struble moved, Johnson seconded to allow Mayor to sign 4-year lease with Connell Equipment Leasing for 2023 Tennant S30 Rider Sweeper with an annual lease amount of \$16,787.65. (Originally approved August 15, 2022. To be paid by Parks Equipment.) Roll Call: Aye-All. Motion carried.

Request

Parking and Transportation Director Lux spoke about the request. Discussion was held concerning impact on visitor parking and contestant parking. Struble moved, Johnson seconded to allow Days of '76 Rodeo Committee to use the Lower Main Street Parking Lot for contestant parking Sunday, July 23 through Thursday, July 27, 2023. Spaces will be open for the Chamber staff and the 18 spaces in the northeast side of the parking lot would not be utilized. Recommendation from the Parking & Transportation and Events Committee. Roll Call: Aye-All. Motion carried.

Purchase

Lux spoke about the purchase. Discussion was held concerning price and budget. Struble moved, Johnson seconded to purchase trolley tokens from Chiplab in an amount not to exceed \$6,300.00, including shipping. (To be paid from the Tolley Supplies.) Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

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

**ADJOURNMENT**

Struble moved, Johnson seconded to adjourn the regular session at 5:48 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, July 17, 2023 at 5:00 p.m.

After coming out of executive session at 6:20 p.m., Struble moved, Johnson seconded to adjourn.

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

\_\_\_\_\_  
Jessica McKeown, Finance Officer  
BY: \_\_\_\_\_  
David Ruth Jr., Mayor

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



**SPECIAL MEETING, FEBRUARY 10, 2023**

The Special Meeting of the Deadwood City Commission convened on Monday, July 10, 2023 at 8:30 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Riggins and Commissioners Michael Johnson and Charlie Struble. Commissioners Sharon Martinisko and Gary Todd we absent.

Johnson moved, Struble seconded to approve low bid with RCS Construction in the amount of \$7,575,000.00 for Whitewood Creek Restoration – Bid Package 1 – Sites 1C, 2A, 2B, 3A, for FEMA Project #123107.

**ADJOURNMENT**

Struble moved, Johnson seconded to adjourn the regular session at 8:32 a.m. The next regular meeting will be on Monday, July 17, 2023 at 5:00 p.m.

ATTEST:

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

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

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

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

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-481 - 2023	101-4111-423	PUBLISHING MINUTES - 5/15/23	000000	210.61
		I-488 - 2023	101-4111-423	PUBLISHING NOH - MALT BEV APP/JACOBS REST	000000	13.59
		I-489 - 2023	101-4111-423	PUBLISHING NOH - OUTLAW SQ CONCERT	000000	14.56
		I-490 - 2023	101-4111-423	PUBLISHING NOH-OUTLAW SHOOTOUT,AAU WRESTL	000000	12.62
		I-491 - 2023	101-4111-423	PUBLISHING NOH - ST CLOSURE/BRULE	000000	13.10
		I-492 - 2023	101-4111-423	PUBLISHING NOH - VENDING ON PUB. PROP.	000000	13.10
		I-493 - 2023	101-4111-423	PUBLISHING NOH - HD RALLY EVENT	000000	14.07
		I-494 - 2023	101-4111-423	PUBLISHING NOH - DEADWOOD LIVE	000000	15.04
		I-495 - 2023	101-4111-423	PUBLISHING NOH - DEADWOOD LIVE	000000	15.04
		I-565 - 2023	101-4111-423	PUBLISHING MINUTES - 6/5/23	000000	219.35
		I-567 - 2023	101-4111-423	PUBLISHING ORDINANCE #1372	000000	48.53
		I-568 - 2023	101-4111-423	PUBLISHING ORD.#1373 - BUDGET APPROP.#3	000000	14.56
		I-577 - 2023	101-4111-423	PUBLISHING NOH - MALT BEV LIC/MICHELLE'S	000000	16.98
		I-578 - 2023	101-4111-423	PUBLISHING NOH - DEADWOOD LIVE	000000	15.53
					DEPARTMENT 111 COMMISSION	TOTAL: 636.68
01-0800	MORRISON, RONDA					
		I-0000001	101-4142-422	PROFESSIONAL CONTRACT SERVICES - FINANCE	000000	680.00
01-4625	FIB CREDIT CARDS					
		I-6/30/23FINANCECCD	101-4142-427	TRAVEL FO SCHOOL-PIERRE-MEALS	000000	21.16
		I-6/30/23FINANCECCD	101-4142-427	TRAVEL FO SCHOOL-PIERRE-SUPPLY	000000	4.37
		I-6/30/23FINANCECCD	101-4142-427	TRAVEL FO SCHOOL-PIERRE- FUEL	000000	54.34
		I-6/30/23FINANCECCD	101-4142-427	TRAVEL FO SCHOOL-PIERRE- SUPPLIES	000000	10.08
					DEPARTMENT 142 FINANCE	TOTAL: 769.95
01-0223	COCA COLA BOTTLING HIGH					
		I-4444001	101-4192-426-06	SUPPLIES - DA (5504) OUNCE USAGE/GRANDSTANDS	000000	233.92
		I-4471401	101-4192-426-06	SUPPLIES - DA (3) CO2 TANK DEPOSITS/GRANDST	000000	300.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/28/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	17.86
		I-POWER 06/28/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	48.65
		I-POWER 06/28/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 06/28/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.52
		I-POWER 06/28/23	101-4192-428	UTILITIES 1 MILLER ST	000000	0.00
		I-POWER 06/28/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	191.91
		I-POWER 06/28/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	105.13
		I-POWER 06/28/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	27.18
		I-POWER 06/28/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.03
		I-POWER 06/28/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	458.54
		I-POWER 06/28/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 06/28/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	66.06
		I-POWER 06/28/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,965.57

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY			continued		
	I-POWER	06/28/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.32
	I-POWER	06/28/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,003.05
	I-POWER	06/28/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	42.13
	I-POWER	06/28/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,075.23
	I-POWER	06/28/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	35.13
	I-POWER	06/28/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	74.33
	I-POWER	06/28/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	54.22
	I-POWER	06/28/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	522.73
	I-POWER	06/28/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	178.65
	I-POWER	06/28/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	329.57
	I-POWER	06/28/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,844.62
	I-POWER	06/28/23	101-4192-428-06	UTILITIES - D 15 CRESCENT - SNOWCROSS	000000	15.00
	I-POWER	06/28/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.34
	I-POWER	06/28/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	653.07
	I-POWER	06/28/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	44.08
	I-POWER	06/28/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	26.56
	I-POWER	06/28/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.57
	I-POWER	06/28/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
	I-POWER	06/28/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	97.98
	I-POWER	06/28/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	25.74
	I-POWER	06/28/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	209.81
	I-POWER	06/28/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	49.81
	I-POWER	06/28/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	35.82
	I-POWER	06/28/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	25.34
	I-POWER	06/28/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	82.78
	I-POWER	06/28/23	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
	I-POWER	06/28/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	387.26
	I-POWER	06/28/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	53.92
	I-POWER	06/28/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	54.95
	I-POWER	06/28/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.30
	I-POWER	06/28/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	288.24
	I-POWER	06/28/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
	I-POWER	06/28/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,080.38
	I-POWER	06/28/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	42.64
	I-POWER	06/28/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	81.10
	I-POWER	06/28/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.36
	I-POWER	06/28/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00
	I-POWER	06/28/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.32
	I-POWER	06/28/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	98.04
	I-POWER	06/28/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	25.13
	I-POWER	06/28/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	22.64
	I-POWER	06/28/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	27.91
	I-POWER	06/28/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,342.45
	I-POWER	06/28/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	43.39
	I-POWER	06/28/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	416.07
	I-POWER	06/28/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	37.48
	I-POWER	06/28/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	90.77
	I-POWER	06/28/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	56.03

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01-0429	BLACK HILLS ENERGY			continued		
		I-POWER 06/28/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	537.23
		I-POWER 06/28/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00
		I-POWER 06/28/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	528.89
		I-POWER 06/28/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	65.12
		I-POWER 06/28/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	940.19
		I-POWER 06/28/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.03
		I-POWER 06/28/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	18.82
		I-POWER 06/28/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.24
		I-POWER 06/28/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 06/28/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	54.88
		I-POWER 06/28/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	270.96
		I-POWER 06/28/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	105.91
		I-POWER 06/28/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	753.40
		I-POWER 06/28/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	30.68
		I-POWER 06/28/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	741.64
		I-POWER 06/28/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,374.90
		I-POWER 06/28/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	29.81
		I-POWER 06/28/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	32.76
		I-POWER 06/28/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	81.17
		I-POWER 06/28/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	572.34
		I-POWER 06/28/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	604.88
		I-POWER 06/28/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	107.84
		I-POWER 06/28/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.04
		I-POWER 06/28/23	101-4192-428	UTILITIES 767 MAIN ST	000000	20.10
		I-POWER 06/28/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.82
		I-POWER 06/28/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.62
		I-POWER 06/28/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.38
		I-POWER 06/28/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.50
		I-POWER 06/28/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	0.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-07/05/23 CONSUMP	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	37.87
		I-07/05/23 CONSUMP	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	31.07
		I-07/05/23 CONSUMP	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.43
		I-07/05/23 CONSUMP	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	73.07
		I-07/05/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00
		I-07/05/23 CONSUMP	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	50.37
		I-07/05/23 CONSUMP	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	280.39
		I-07/05/23 CONSUMP	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	44.39
		I-07/05/23 CONSUMP	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	56.46
		I-07/05/23 CONSUMP	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	22.00

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01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-07/05/23 CONSUMP	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	25.51
		I-07/05/23 CONSUMP	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	168.29
		I-07/05/23 CONSUMP	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	144.75
01-1230	INTERSTATE ALL BATTERY					
		I-1901002023966	101-4192-425-04	REPAIRS - CIT SLA 1079 IB 12 8 SLA 250/CITY	000000	27.50
01-1502	BLACK HILLS CHEMICAL					
		I-246889	101-4192-426	SUPPLIES (6) TOILET PAPER/PUB BLDGS	000000	341.70
		I-248989A	101-4192-426	SUPPLIES (2) TOILET PAPER/PUB BLDGS	000000	121.86
		I-249433	101-4192-426	SUPPLIES BLEACH-TP-TOWEL-GARB BAGS/PB	000000	674.39
		I-249925	101-4192-426	SUPPLIES ACID-CLNR-TP-GLEM-TOWEL/PB	000000	1,395.43
01-1626	SERVALL UNIFORM AND LIN					
		I-06/15/23 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL / 0785185	000000	176.87
		I-06/15/23 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 0785184	000000	55.48
		I-06/15/23 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 0785186	000000	90.70
		I-06/15/23 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0785183	000000	39.50
		I-06/27/23 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0789665	000000	41.33
		I-06/27/23 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 0789666	000000	38.37
		I-06/27/23 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0789680	000000	41.55
		I-06/27/23 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0789682	000000	62.01
		I-06/27/23 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 0789681	000000	52.12
		I-06/29/23 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	173.12
		I-06/29/23 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 0790740	000000	55.48
		I-06/29/23 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0790739	000000	39.50
		I-06/29/23 INVOICES	101-4192-422-13	PROFESSIONAL REC CENTER / 0790742	000000	90.70
		I-6/13/23 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0784132	000000	41.33
		I-6/13/23 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 0784133	000000	39.23
		I-6/13/23 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0784145	000000	41.55
		I-6/13/23 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0784147	000000	62.01
		I-6/13/23 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 0784146	000000	52.12
		I-S0756872	101-4192-422-04	PROFESSIONAL MATS-,INENS-MOPS-TOWELS/CITY H	000000	170.32
01-2715	SPEARFISH BUILDING & SU					
		I-47833	101-4192-426-04	SUPPLIES - CI BRUSH-PRIMER-BASE 1-3/CITY HAL	000000	251.14
01-3032	OTIS ELEVATOR COMPANY					
		I-100401214351	101-4192-422-10	PROFESSIONAL ELEV MAINT 7/1-9/30/23/LIBRARY	000000	157.26
01-3151	KONE CHICAGO					
		I-871085110	101-4192-422-17	PROFESSIONAL- JUNE ELEVATOR MAINT/DAYS MUS	000000	183.77
01-3314	CENTURY BUSINESS PRODUC					
		I-683971	101-4192-426	SUPPLIES HP/PZ CONTRACT 6/9/23-7/8/23	000000	42.90
01-4625	FIB CREDIT CARDS					
		I-06/30/23 PUB BLDGS	101-4192-425-07	REPAIRS - FIR MASONRY FLAT BASE/FIRE HALL	000000	386.55

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01-4625	FIB CREDIT CARDS	continued				
		I-06/30/23 PUB BLDGS	101-4192-425-02	REPAIRS - ADA TRIP LEVER KIT/ADAMSMUS	000000	17.85
		I-06/30/23 PUB WORKS	101-4192-426-07	SUPPLIES - FI SP BLDG SUP DROP CLOTH/FIRE	000000	35.98
		I-063023HP	101-4192-426	SUPPLIES COFFEE USA COLUMBIAN COFFEE	000000	181.88
01-4711	AMAZON CAPITAL SERVICES					
		C-19NK-TJ1P-6PHK	101-4192-426-04	SUPPLIES - CI REFUND - SUPPLIES/CITY HALL	000000	24.95-
		C-1PKG-V9RW-MGFF	101-4192-426-04	SUPPLIES - CI REFUND - CALENDAR	000000	8.98-
		I-1HWL-K73M-9N1F	101-4192-425	REPAIRS ZURN COMPLIANT HANDLE	000000	22.98
		I-1N9X-WXKY-PPM4	101-4192-426-04	SUPPLIES - CI CALENDARS, FOLDERS, PAPER TRAYS-	000000	50.62
		I-1PNV-DY1Y-LF44	101-4192-426-04	SUPPLIES - CI CITY HALL SUPPLIES, CALENDAR	000000	36.93
01-4957	ONSITE FIRST AID, LLC					
		I-2667	101-4192-422-06	PROFESSIONAL- FIRST AID SUPPLIES/GRANDSTANDS	000000	272.85
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	34,929.69
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-413022	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSNTS	000000	2,449.50
		I-413288	101-4193-422	PROFESSIONAL MICROSOFT 365 ANNUAL LICENSES	000000	6,732.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	9,181.50
01-0467	CULLIGAN OF THE BLACK H					
		I-0018774	101-4210-424	RENTALS BOTTLED WATER, COOLER RENT- PD	000000	48.75
01-0508	GALLS, LLC					
		I-024795421	101-4210-426	SUPPLIES FLASHLIGHT HOLDER - PD	000000	19.02
01-1424	SOUTHSIDE SERVICE					
		I-57371	101-4210-425	REPAIRS TIRE REPAIR-PATCH / POLICE	000000	40.00
		I-57403	101-4210-425	REPAIRS SVC.ENG,OIL,FILTR,WSH FLUID-PD	000000	85.25
		I-57404	101-4210-425	REPAIRS SVC ENG,OIL,FILTER,FLUIDS -PD	000000	87.25
		I-57406	101-4210-425	REPAIRS SVC ENG,OIL,FILTER,FLUID - PD	000000	83.25
01-1653	STURDEVANT'S AUTO PARTS					
		I-832009093	101-4210-425	REPAIRS BATTERY -'18 DURANGO/ P D	000000	249.76
01-4625	FIB CREDIT CARDS					
		I-6/30/23FINANCECCD	101-4210-426	SUPPLIES POSTAGE-RETURN OF WALLET - PD	000000	42.05
01-4711	AMAZON CAPITAL SERVICES					
		I-1XF1-RNYJ-LV4Q	101-4210-435	FURNITURE TV MOUNT - POLICE DEPT	000000	27.99
01-5034	STURGIS RESPONDER SUPPL					
		I-2107	101-4210-426	SUPPLIES UNIF.SHIRT,PANTS,BOOTS - PD	000000	418.80
		I-2363	101-4210-434	MACHINERY/EQU BODY ARMOR - PD	000000	715.00
				DEPARTMENT 210 POLICE	TOTAL:	1,817.12



7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		C-832008519	101-4221-426	SUPPLIES	RETURN HD OIL FLEET - FIRE DPT 000000	59.38-
		I-832008449	101-4221-426	SUPPLIES	HD OIL FARM - FIRE DEPT 000000	60.87
		I-832009355	101-4221-426	SUPPLIES	ERASER, ADHESIVE - FIRE DEPT 000000	41.18
		I-832009393	101-4221-426	SUPPLIES	MINIATURE LAMP-TRUCK#4/FIRE DP 000000	2.95
		I-832010289	101-4221-425	REPAIRS	6FP-6FP UNION - FIRE DEPT 000000	3.12
01-1758	GLOVER, WILLIAM					
		I-07/03/23	101-4221-427	TRAVEL	MEAL EXP-LADDER TRK VISIT-MT 000000	74.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-05/09/23	101-4221-426	SUPPLIES	REIMB.PLIERS & SCREWDRIVER SET 000000	311.97
01-3977	ACE HARDWARE OF LEAD					
		I-32973	101-4221-425	REPAIRS	ACETONE - FIRE DEPT 000000	10.79
01-4682	ROBITAILLE, PAUL					
		I-07/03/23	101-4221-427	TRAVEL	MEALS/MILEAGE-LADDER TRK/MT 000000	612.56
01-5058	FETTER, CHARLES					
		I-07/03/2023	101-4221-427	TRAVEL	MEALS FOR LADDER TRK VISIT-MT 000000	74.00
01-5117	HAMPTON INN - HELENA, M					
		I-86748810	101-4221-427	TRAVEL	LODGING IN HELENA - FIRE DEPT 000000	117.56
		I-87534378	101-4221-427	TRAVEL	LODGING IN HELENA - FIRE DEPT 000000	117.56
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 1,367.18
01-0418	BLACK HILLS PIONEER					
		I-06/30/23 INVOICE	101-4310-423	PUBLISHING	CLASSIFIED MECHANIC ADVERTISE 000000	127.50
		I-06/30/23 INVOICE	101-4310-423	PUBLISHING	CLASSIFIED STRTS MAINT ADVERT 000000	128.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0018793	101-4310-426	SUPPLIES	(5) 5 GAL BOTTLED WATER/STRTS 000000	17.50
01-0561	SOUTH DAKOTA 811					
		I-SD23-01688	101-4310-422	PROFESSIONAL	MSGs-FAX LOCATES/STREETS 000000	134.96
01-0575	SOUTHSIDE OIL					
		I-099097	101-4310-426	SUPPLIES	(5500) GALS ETHANOL/STREETS 000000	18,095.00
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-64000	101-4310-426	SUPPLIES	(2) GUEST REGISTER SIGNS/STRTS 000000	60.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9310737080	101-4310-424	RENTALS	TORRENT MONTHLY RENT/STREETS 000000	200.00
01-1483	KNECHT HOME CENTER					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	KNECHT HOME CENTER		continued			
		I-9330397	101-4310-426	SUPPLIES MARKING-STRIPING PAINT/STREETS	000000	142.06
01-1653	STURDEVANT'S AUTO PARTS					
		I-832008319	101-4310-426	SUPPLIES AUTO RANGING DM/STRTS	000000	37.99
		I-832009855	101-4310-426	SUPPLIES MECHANIX FAST FIT GLOVES/STRTS	000000	75.96
		I-832010129	101-4310-426	SUPPLIES INJECTION PRESS-SOCKET TRAY/ST	000000	85.96
01-2715	SPEARFISH BUILDING & SU					
		I-47900	101-4310-426	SUPPLIES (5) INSLX TRAFFIC YELLOW/STRTS	000000	749.75
01-3956	ADAMS SALVAGE RECYCLING					
		I-3188	101-4310-422	PROFESSIONAL TRUCK-CAR TIRES-RIMS/STRTS	000000	106.22
01-3977	ACE HARDWARE OF LEAD					
		I-032891	101-4310-426	SUPPLIES MARKING PAINT RED/STRTS	000000	44.95
		I-032896	101-4310-426	SUPPLIES STRIPING PAINT DRK BLUE/STRTS	000000	62.30
01-4625	FIB CREDIT CARDS					
		I-06/30/23 PUB BLDGS	101-4310-426	SUPPLIES CAKES-POP BILL CHUCK RETIRE/ST	000000	117.73
		I-06/30/23 PUB WORKS	101-4310-426	SUPPLIES BILL-CHUCKS RETIRE MARCOS/STRT	000000	184.85
		I-06/30/23 PUB WORKS	101-4310-426	SUPPLIES RESTORE COUNTERTOP/STREETS	000000	26.63
		I-06/30/23 PUB WORKS	101-4310-426	SUPPLIES (2) STICKY STONE/STREETS	000000	185.44
01-4709	TRAFFIC LOGIX CORP					
		I-SIN21209	101-4310-425	REPAIRS RADAR H BAND MODULE/STRTS	000000	270.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1K1G-C63Q-JFGQ	101-4310-426	SUPPLIES MICROPHONE-STICKY-NOTEPAD/STRT	000000	36.90
		I-1X1H-YK7V-R4M9	101-4310-426	SUPPLIES CALENDAR/STREETS	000000	31.99
01-4857	VERIZON CONNECT					
		I-302000043216	101-4310-422	PROFESSIONAL JUNE VEHICLE TRACKING/STRTS	000000	57.20
01-4957	ONSITE FIRST AID, LLC					
		I-2668	101-4310-422	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	177.45
				DEPARTMENT 310 STREETS	TOTAL:	21,156.34
01-4630	SANDER SANITATION SERVI					
		I-06/30/23 INVOICE	101-4320-422	PROFESSIONAL SUMMER EXTRA PICKUP/GARBAGE	000000	1,500.00
		I-06/30/23 RES GARB	101-4320-422	PROFESSIONAL JUNE RESIDENTIAL GARBAGE	000000	12,848.90
				DEPARTMENT 320 SANITATION	TOTAL:	14,348.90
01-0863	ANIMAL CARE EQUIPMENT &					
		I-113630	101-4412-425	REPAIRS HUMANIAC CRITTER GLOVE/AN CONT	000000	116.81
				DEPARTMENT 412 ANIMAL CONTROL	TOTAL:	116.81

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-178920136	101-4520-422	PROFESSIONAL LAWN SERVICES/ADAMS HOUSE	000000	52.01
		I-178920137	101-4520-422	PROFESSIONAL LAWN SERVICES/HARCC, TRAILHEAD	000000	52.01
		I-178920138	101-4520-422	PROFESSIONAL LAWN SERVICES/MARTHA BULLOCK	000000	93.83
		I-178920139	101-4520-422	PROFESSIONAL LAWN SERVICES/GORD, SHERM, CEM	000000	180.96
		I-178920140	101-4520-422	PROFESSIONAL LAWN SERVICES/DAYS MUSEUM	000000	135.03
		I-178920141	101-4520-422	PROFESSIONAL LAWN SERVICES/RAILROAD PARK	000000	55.18
		I-178920142	101-4520-422	PROFESSIONAL LAWN SERVICES/HISTORY CENTER	000000	55.20
		I-178920143	101-4520-422	PROFESSIONAL LAWN SERVICES/ADAMS MUSEUM	000000	52.01
		I-178920144	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	474.63
		I-178920145	101-4520-422	PROFESSIONAL LAWN SERVICE/LIBRARY	000000	55.20
		I-178920146	101-4520-422	PROFESSIONAL LAWN SERVICE/SOFTBALL FIELDS	000000	499.01
		I-178920147	101-4520-422	PROFESSIONAL LAWN SERVICE/ST AMBROSE CEM	000000	743.77
		I-178920148	101-4520-422	PROFESSIONAL LAWN SERVICE/LOWER MAIN ST	000000	49.58
		I-178920149	101-4520-422	PROFESSIONAL LAWN SERVICE/UPPER MAIN FIRE	000000	80.55
		I-178920150	101-4520-422	PROFESSIONAL LAWN SERVICE/PLUMA PARK	000000	154.93
01-0418	BLACK HILLS PIONEER					
		I-06/30/23 INVOICE	101-4520-422	PROFESSIONAL CLASSIFIED PARKS TECH ADVERT	000000	183.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0018707	101-4520-426	SUPPLIES (4) 5 GAL BOTTLE WTR-RENT/PARK	000000	27.00
01-0551	MENARD'S					
		I-81075	101-4520-426	SUPPLIES SINGLE HUNG-RIDGE CAP/PARKS	000000	677.54
01-0677	LAWSON PRODUCTS, INC.					
		C-9500273022	101-4520-425	REPAIRS CR FOR CUT OFF WHEEL 6"/PARKS	000000	61.68-
		I-9310607463	101-4520-425	REPAIRS 5" CUT OFF WHEEL/PARKS	000000	42.24
01-0776	ALBERTSON ENGINEERING,					
		I-19172	101-4520-422-01	PROF SERV- FE CRK REST COMFORT INN/PARKS	000000	3,850.00
		I-19173	101-4520-422-01	PROF SERV- FE CRK REST POWER SOUTH/PARKS	000000	3,005.00
		I-19179	101-4520-422-01	PROF SERV- FE CRK REST POWER NORTH/PARKS	000000	1,464.25
		I-19180	101-4520-422-01	PROF SERV- FE CR RESTPOWERHOUSE/PARKS	000000	3,449.21
01-1411	BARRY'S ELECTRIC SERVIC					
		I-10790	101-4520-422	PROFESSIONAL CONNECT POWER TO SHED/PARKS	000000	1,376.80
01-1424	SOUTHSIDE SERVICE					
		I-57312	101-4520-422	PROFESSIONAL MOUNT-SCRAP TIRES/PARKS	000000	52.00
01-1502	BLACK HILLS CHEMICAL					
		I-245908	101-4520-426	SUPPLIES (24) 45 GAL GARBAGE BAGS/PARKS	000000	954.24
		I-248550	101-4520-426	SUPPLIES (24) 45 GAL GARBAGE BAGS/PARKS	000000	954.24
		I-248551	101-4520-426	SUPPLIES (24) 45 GAL GARBAGE BAGS/PARKS	000000	954.24
		I-248552	101-4520-426	SUPPLIES (24) 45 GAL GARBAGE BAGS/PARKS	000000	954.24
		I-249498	101-4520-426	SUPPLIES (10) NITRIL GLOVES/PARKS	000000	155.70
		I-249498A	101-4520-426	SUPPLIES (10) NITRIL GLOVES/PARKS	000000	143.94

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 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		I-832009116	101-4520-426	SUPPLIES (18) PROPANE/PARKS	000000	14.22
		I-832009717	101-4520-426	SUPPLIES MINIATURE LAMP/PARKS	000000	2.64
		I-832010162	101-4520-426	SUPPLIES TOP POST-TERMINAL-BATTERY/PARK	000000	141.92
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1405754	101-4520-426	SUPPLIES TRIMMER LINE-MIX OIL-SPOOL/PAR	000000	224.15
		I-1405953	101-4520-425	REPAIRS CARBURETOR/PARKS	000000	69.88
01-4574	UNITED LABORATORIES					
		I-INV382402	101-4520-426	SUPPLIES WEED LASER VETG KILLER/PARKS	000000	1,338.90
01-4625	FIB CREDIT CARDS					
		I-06/30/23 PUB BLDGS	101-4520-425	REPAIRS BLACK WIDOW DIG TIPS/PARKS	000000	188.16
01-4631	CAPFIRST EQUIPMENT FINA					
		I-27276	101-4520-434	MACHINERY/EQU 2020 CAT 906M LOADER/PARKS	000000	13,365.43
01-4711	AMAZON CAPITAL SERVICES					
		I-1HWL-K73M-9N1F	101-4520-426	SUPPLIES MEM CARD-STRIKE FORC/PARKS	000000	16.94
		I-1HWL-K73M-9N1F	101-4520-426	SUPPLIES STRIKE FORCE EXTREMEM CAM/PKS	000000	94.99
01-4857	VERIZON CONNECT					
		I-302000043216	101-4520-422	PROFESSIONAL JUNE VEHICLE TRACKING/PARKS	000000	57.20
01-4957	ONSITE FIRST AID, LLC					
		I-2666	101-4520-422	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	66.80
01-5052	AVID4 ENGINEERING					
		I-23-123.2	101-4520-433-07	CIP - FEMA FEMA ARCH PRJ INCORP FEMA DATA	000000	600.00
01-5121	ECCO RENOVATIONS					
		I-1009	101-4520-422	PROFESSIONAL MOW-BLOW GRASS AMBROSE/PARKS	000000	2,389.50
					DEPARTMENT 520 PARKS	TOTAL: 39,486.59
01-0418	BLACK HILLS PIONEER					
		I-06/30/23 INVOICE	101-4640-423	PUBLISHING CLASSIFIED ADMIN ADVERTISE	000000	121.50
		I-555 - 2023	101-4640-423	PUBLISHING NOH - BRD OF ADJSTMT	000000	27.18
01-1496	LAWRENCE CO. REGISTER O					
		I-070723-2	101-4640-426	SUPPLIES 3 PEARL PERMANENT EASEMENT	000000	30.00
01-3062	MARTINISKO, JOHN					
		I-2023-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUL 2023	000000	350.00
01-3314	CENTURY BUSINESS PRODUC					
		I-683971	101-4640-426	SUPPLIES HP/PZ CONTRACT 6/9/23-7/8/23	000000	42.90

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 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 640 PLANNING AND ZONING  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

**Section 4 Item a.**

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4614	KEEHN, JOSH	I-2023-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2023	000000	350.00
01-4625	FIB CREDIT CARDS	I-063023HP	101-4640-426	SUPPLIES LOU LOUS DONUTS FEMA MTG 6/27	000000	28.00
		I-6/30/23FINANCECCD	101-4640-426	SUPPLIES FEMA MEETING	000000	146.12
01-4756	BRUCE, DAVID	I-2023-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2023	000000	280.00
01-4976	EAGLESON, CHARLES	I-2023-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2023	000000	280.00
01-5052	AVID4 ENGINEERING	I-23-123.2	101-4640-422	PROFESSIONAL ZONING AND ANNEXATION	000000	780.00
01-5071	OWENS, MELVIN	I-2023-01	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JAN-JUN 2023	000000	315.00
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 2,750.70
FUND 101 GENERAL FUND						TOTAL: 126,561.46

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 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4701	COLLABORATIVE SUMMER LI					
		I-Woo291111	206-4550-424	PROGRAMMING SUMMER READING PRIZES - LIBR	000000	222.94
01-4711	AMAZON CAPITAL SERVICES					
		I-11LV-WF4Y-XG3J	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	39.90
		I-17YP-XWFG-X11L	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	277.06
		I-17YP-XWFG-X11L	206-4550-424	PROGRAMMING SUMMER READING PROG-LIBRARY	000000	44.02
		I-1X9L-PKH1-C3JY	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	98.65
DEPARTMENT 550 LIBRARY					TOTAL:	682.57
FUND 206 LIBRARY FUND					TOTAL:	682.57



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 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-06/30/23 STATEMENT	209-4510-423	PUBLISHING SWIM LESS AD-COMM SPONS/REC	000000	258.50
01-1098	HILLYARD/SIOUX FALLS	I-605168084	209-4510-426	SUPPLIES FOAM-REJUVNAL-SHINE-SCRUB/REC	000000	868.20
01-1502	BLACK HILLS CHEMICAL	I-246142A	209-4510-426	SUPPLIES POWDER FREE GLOVES/REC CENTER	000000	15.40
		I-249501	209-4510-426	SUPPLIES CLNR-GLEM-WIPES-ROLL TOWEL/REC	000000	1,120.53
01-3151	KONE CHICAGO	I-871085109	209-4510-422	PROFESSIONAL JUNE ELEVATOR MAINT/REC CENTER	000000	176.70
01-3314	CENTURY BUSINESS PRODUC	I-683971	209-4510-426	SUPPLIES HP/PZ CONTRACT 6/9/23-7/8/23	000000	42.91
01-4625	FIB CREDIT CARDS	I-06/30/23 PUB BLDGS	209-4510-425	REPAIRS PEDAL STRAP REPAIRS/REC CENTER	000000	90.00
		I-063023HP	209-4510-426	SUPPLIES MARCOS J TRIDLES RETIREMENT	000000	283.87
01-4711	AMAZON CAPITAL SERVICES	I-1GYC-T4KR-JHQ6	209-4510-426	SUPPLIES BATHROOM SHOWER CADDYS/REC	000000	114.24
		I-1K1G-C63Q-JFGQ	209-4510-426	SUPPLIES MAGICARD DYE FILM/REC CENTER	000000	67.43
		I-1X1H-YK7V-R4M9	209-4510-426	SUPPLIES FABRIC SHOWER CURTAINS/REC	000000	162.91
01-4887	RIVERFRONT BROADCASTING	I-06/30/23 STATEMENT	209-4510-423	PUBLISHING RADIO AD SPOTS/REC CENTER	000000	255.00
01-4957	ONSITE FIRST AID, LLC	I-2673	209-4510-422	PROFESSIONAL FIRST AID SUPPLIES/ REC CENTER	000000	76.25
					DEPARTMENT 510 REC CENTER	TOTAL: 3,531.94
01-0475	DEADWOOD CHAMBER & VISI	I-07/12/23	209-4980-422	PROFESSIONAL B&B BILL LIST FOR 7/17/2023	000000	157,673.04
		I-07/12/23	209-4980-422	PROFESSIONAL EV.COMPLX BILL LIST - 7/17/23	000000	5,606.25
01-0951	DEADWOOD ALIVE	I-1550-23	209-4980-429	OTHER 2023 B&B ALLOCATION	000000	10,000.00
01-3309	THE LORD'S CUPBOARD	I-06/20/2023	209-4980-429	OTHER 2023 B&B ALLOCATION	000000	2,500.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 175,779.29
					FUND 209 BED & BOOZE FUND	TOTAL: 179,311.23

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 PACKET: 06250 7/18/23 Combined  
 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
01-1441	DAYS OF '76, INC.	I-063023	212-4630-423	MARKETING	SLAG PILE RENTAL - BID#8	000000 5,000.00
				DEPARTMENT 630	BID 8	TOTAL: 5,000.00
			FUND	212	BID #8 (Business Improve)	TOTAL: 5,000.00

7/14/2023 9:52 AM REGULAR DEPARTMENT PAYMENT REGISTER  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 213 BID #1-6 (Business Imprv)  
 DEPARTMENT: 630 BID  
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-07/12/23	213-4630-423	MARKETING	BID 1-6 BILL LIST FOR 7/17/23 000000	150,399.56
DEPARTMENT 630 BID						TOTAL: 150,399.56
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 150,399.56

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 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
 BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3295	PANNIER	I-168272	215-4572-235	VISITOR MGMT PARTNERS IN LAND PRESERV PANEL	000000	784.00
01-4625	FIB CREDIT CARDS	I-063023HP	215-4572-235	VISITOR MGMT LC REG OF DEED 169 COPYS MM SA	000000	173.31
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 957.31
01-0451	RUNGE, MIKE	I-063023	215-4573-335	HIST. INTERP. WOODSTOCK SUPPLY BIRCH PLYWOOD	000000	61.79
		I-063023	215-4573-335	HIST. INTERP. KNECHT HOME CENTER 8X10 TARP	000000	17.99
01-1514	RAPID CITY JOURNAL SUBS	I-071223	215-4573-325	HIST. INTERP. 2023 SUBSCRIPTION RENEWAL	000000	124.39
01-2014	TOMS, DON	I-LEDGER PROJECT 712	215-4573-335	HIST. INTERP. 1908 BOOK 3 TOWN LOTS PART 1	000000	600.00
01-3130	MIDWEST ART CONSERVATIO	I-071223	215-4573-325	HIST. INTERP. 2023 MEMBERSHIP RENEWAL	000000	50.00
01-3314	CENTURY BUSINESS PRODUC	I-683970	215-4573-335	HIST. INTERP. ARCHIVE CONTRACT 6/9/23-7/8/23	000000	103.81
01-5052	AVID4 ENGINEERING	I-23-123.2	215-4573-340	HIST. INTERP. AWS BILLING ADJ SANBORN REPLEN	000000	300.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 1,257.98
01-0776	ALBERTSON ENGINEERING,	I-19166	215-4575-515	GRANT/LOAN RE 458 WILLIAMS RETAINING WALL	000000	400.00
01-4739	TWIN CITY HARDWARE-HP P	I-2305-246496	215-4575-525	GRANT/LOAN PA PAINT GRANT - 66 TAYLOR	000000	40.99
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 440.99
01-0039	SD STATE HISTORICAL SOC	I-HP2023-01	215-4576-640	PROFES. SERV. FUNDING - 7/1/23-6/30/24	000000	70,000.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-413022	215-4576-600	PROFES. SERV. OFFSIDE BKUP,WKSNTS - HP	000000	1,015.00
01-4497	DRINGMAN, PAT	I-071223	215-4576-630	PROFES. SERV. WALMART FOOD CLEANUP PICNIC	000000	58.40
		I-071223	215-4576-630	PROFES. SERV. FAMILY DOLLAR PICNIC SUPPLIES	000000	3.99

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 576 HP PROFESSIONAL SERVICES  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4497	DRINGMAN, PAT		continued			
		I-071223	215-4576-630	PROFES. SERV. LYNN'S FOOD FOR PICNIC	000000	20.58
					DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:	71,097.97
01-0776	ALBERTSON ENGINEERING,					
		I-19165	215-4577-755	CAPITAL ASSET 650 MAIN BROADWAY RETAIN WALL	000000	50.00
		I-19167	215-4577-755	CAPITAL ASSET 9 SHINE & LIBRARY RET WALL REC	000000	1,353.71
01-1496	LAWRENCE CO. REGISTER O					
		I-070723	215-4577-755	CAPITAL ASSET CLEMENS-462 WILLIAMS PERM EASE	000000	30.00
		I-070723	215-4577-755	CAPITAL ASSET CLEMENS-462 WILLIAMS TEMP CONS	000000	30.00
		I-070723	215-4577-755	CAPITAL ASSET CURRY/HAMILTON 458 WMS PERM EA	000000	30.00
		I-070723	215-4577-755	CAPITAL ASSET CURRY/HAMILTON 458 WMS TEMP CO	000000	30.00
		I-070723	215-4577-755	CAPITAL ASSET WILLIAMS-444 WILLIAMS PERM EAS	000000	30.00
		I-070723	215-4577-755	CAPITAL ASSET WILLIAMS-444 WILLIAMS TEMP CON	000000	30.00
01-3667	BERBERICH DESIGN					
		I-001-EC ARCHWAY	215-4577-735	CAPITAL ASSET EVENT CMLPX ARCHWAY MTG DSGN	000000	1,800.38
					DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:	3,384.09
01-0418	BLACK HILLS PIONEER					
		I-102948	215-4641-423	PUBLISHING TRASH FOR CASH AD - HP PORTION	000000	193.33
01-3314	CENTURY BUSINESS PRODUC					
		I-683971	215-4641-426	SUPPLIES HP/PZ CONTRACT 6/9/23-7/8/23	000000	42.91
01-4049	POSEY, BEVERLY					
		I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	420.00
01-4362	CARMODY, ROBIN					
		I-071223	215-4641-427	TRAVEL TED SPENCERS SHPO RETIREMENT	000000	190.74
		I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	245.00
01-4513	WILLIAMS, ANTHONY					
		I-2023-01	215-4641-422	PROFESSIONAL HPTC MTG ATTEND JAN-JUN 2023	000000	280.00
01-4618	WEBER, JILL					
		I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	350.00
01-4632	SANTOCHI, TREVOR					
		I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	420.00
01-4717	DIEDE, LEO					
		I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	420.00

7/14/2023 9:52 AM  
PACKET: 06250 7/18/23 Combined  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 641 OFFICE HIST. PRES.  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-4880	DAR, VICKI	I-2023-01	215-4641-422	PROFESSIONAL HPC MTG ATTEND JAN-JUN 2023	000000	350.00	
						TOTAL:	2,911.98
						TOTAL:	80,050.32



7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5057	KT CONSTRUCTION	I-294	216-1310	DUE FROM OTHE 66 TAYLOR RICHEPERSON	000000	2,601.87
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	2,601.87
01-0558	NHS OF THE BLACK HILLS	I-2023-6	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	734.78
		I-2023-6.1	216-4653-422	PROFESSIONAL SERVICE CONTRACT 6/23	000000	3,321.25
01-1496	LAWRENCE CO. REGISTER O	I-070623	216-4653-960	CLOSING CO REC FEE 37 LINCOLN MCFARLAND	000000	60.00
		I-071023	216-4653-960	CLOSING CO 21 LINCOLN FLOYD	000000	30.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	4,146.03
				FUND 216 REVOLVING LOAN	TOTAL:	6,747.90

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0191	PIONEER RESEARCH CORPOR	I-263629	602-4330-426	SUPPLIES (10) GALLONS EN SOLV/WATER	000000	1,160.69
01-0467	CULLIGAN OF THE BLACK H	I-0018793	602-4330-426	SUPPLIES (5) 5 GAL BOTTLED WATER/WATER	000000	17.50
01-0539	LEAD-DEADWOOD SANITARY	I-7/05/23 EQR	602-4330-422	PROFESSIONAL EQR 7/1-7/31/23/WATER	000000	28,661.40
01-0561	SOUTH DAKOTA 811	I-SD23-01688	602-4330-422	PROFESSIONAL MSGS-FAX LOCATES/WATER	000000	134.96
01-0677	LAWSON PRODUCTS, INC.	I-9310737080	602-4330-424	RENTALS TORRENT MONTHLY RENT/WATER	000000	200.00
01-1605	PFARR, RANDY	I-06/30/23 INVOICE	602-4330-422	PROFESSIONAL CONSULTING 2 HOURS/WATER	000000	80.00
01-1653	STURDEVANT'S AUTO PARTS	I-832008216	602-4330-426	SUPPLIES 5W30 SYN BLEND-OIL FILTER/WATE	000000	51.49
01-3736	METERING & TECHNOLOGY S	I-INV2807	602-4330-426-01	SUPPLIES METE 2" COMPOUND METER RIDGE APT	000000	3,042.99
01-4107	UTILITY SERVICE CO., IN	I-585147, 585148	602-4330-422	PROFESSIONAL ANNUAL GR STG MCGOVERN/WTR	000000	53,723.00
01-4857	VERIZON CONNECT	I-302000043216	602-4330-422	PROFESSIONAL JUNE VEHICLE TRACKING/WATER	000000	57.20
					DEPARTMENT 330 WATER	TOTAL: 87,129.23
					FUND 602 WATER FUND	TOTAL: 87,129.23

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 607 HISTORIC CEMETERIES  
 DEPARTMENT: 580 HISTORIC CEMETERIES  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0213	TRUGREEN CHEM-LAWN	I-178920135	607-4580-422	PROFESSIONAL LAWN SERVICES/MT MORIAH CEM	000000	998.04	
01-1387	DEADWOOD GRANITE & MARB	I-06/30/23 INVOICE	607-4580-422	PROFESSIONAL RAISE-MOVE TOPPLED STONE/H CEM	000000	2,300.00	
01-5052	AVID4 ENGINEERING	I-23-123.2	607-4580-422	PROFESSIONAL MM UPDATES & HIST IMAGERY	000000	1,140.00	
01-5119	HILLS TOILET SERVICE	I-11433	607-4580-422	PROFESSIONAL PORTAPOTTIE SERVICES/MM	000000	224.00	
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	4,662.04
					FUND 607 HISTORIC CEMETERIES	TOTAL:	4,662.04

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 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
01-0418	BLACK HILLS PIONEER	I-06/30/23 INVOICE	610-4360-423	PUBLISHING CLASSIFIED P&T ADVERT	000000	239.00
01-3314	CENTURY BUSINESS PRODUC	I-683971	610-4360-426	SUPPLIES HP/PZ CONTRACT 6/9/23-7/8/23	000000	42.90
01-4766	IPS GROUP INC	I-INV84389	610-4360-422-02	PROFESSIONAL PEMS-MONTHLY-PTMS FEES/P&T	000000	4,325.15
		I-INV86482	610-4360-422-02	PROFESSIONAL CC TRANS-DATE-REMOTE FEES/P&T	000000	4,303.63
		I-INV86573	610-4360-422-02	PROFESSIONAL CC GATE-PEMS-PERMIT FEES/P&T	000000	4,690.51
01-4980	JLG ARCHITECTS	I-22078-9	610-4360-422	PROFESSIONAL PLANNING STUDY/PARKING RAMP	000000	14,795.00
DEPARTMENT 360 PARKING/TRANSPORTATION						TOTAL: 28,396.19
01-4036	SCOTT PETERSON MOTORS O	I-5009153	610-4361-425	REPAIRS 2) COIL ASSY IGNITION/TROLLEY	000000	288.51
		I-5009388	610-4361-425	REPAIRS (3) INJECTOR ASSY/TROLLEY	000000	95.27
		I-6006421/1	610-4361-425	REPAIRS A/C COMPRESSOR REPAIRS/TROLLEY	000000	414.37
01-4347	VERIZON CONNECT NWF, I	I-OSV000003093207	610-4361-422	PROFESSIONAL JUNE DATA CONNECT SRVC/TROLLEY	000000	92.95
01-4957	ONSITE FIRST AID, LLC	I-2669	610-4361-422	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	44.80
DEPARTMENT 361 TROLLEY DEPARTMENT						TOTAL: 935.90
01-0429	BLACK HILLS ENERGY	I-POWER 06/28/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	25.28
01-3151	KONE CHICAGO	I-871085109	610-4362-422	PROFESSIONAL JUNE ELEVATOR MAINT/PARK RAMP	000000	176.70
01-5118	RIVERSIDE TECHNOLOGIES	I-0392133-IN	610-4362-426	SUPPLIES HP ELITE MINI 800 G9 35W/RAMP	000000	829.00
DEPARTMENT 362 BROADWAY GARAGE						TOTAL: 1,030.98
FUND 610 PARKING/TRANSPORTATION						TOTAL: 30,363.07

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 719 TIF #10 TRU HOTEL  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK	I-#8200017357	719-4000-429	OTHER #8200017357 - TIF #10	000000	351.22
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						351.22
FUND 719 TIF #10 TRU HOTEL TOTAL:						351.22

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 721 TIF #9 OPTIMA  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK	I-#60004256	721-4000-429	OTHER #60004256 - TIF #9	000000	381.42
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 381.42
					FUND 721 TIF #9 OPTIMA	TOTAL: 381.42

7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 722 SALES TAX AGENCY  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE	I-JUNE-071423	722-2190	AMOUNTS HELD SALES TAX DUE FOR JUNE '23	000000	2,593.15
DEPARTMENT NON-DEPARTMENTAL TOTAL:						2,593.15
FUND 722 SALES TAX AGENCY TOTAL:						2,593.15

7/14/2023 9:52 AM REGULAR DEPARTMENT PAYMENT REGISTER  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 723 NICKEL SLOT PAYMENT AGENCY  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-07/07/2023	723-4000-429	OTHER CITY SLOTS - PYMT 1, YR 3	000000	109,375.00
					DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:	109,375.00
					FUND 723 NICKEL SLOT PAYMENT AGENCY TOTAL:	109,375.00



7/14/2023 9:52 AM  
 PACKET: 06250 7/18/23 Combined  
 VENDOR SET: 01  
 FUND : 725 TIF #8 DEADWOOD STAGE RUN  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK	I-#8200017030	725-4000-429	OTHER EXPENSE #8200017030 - TIF #8	000000	23,762.20
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	23,762.20
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	23,762.20
					REPORT GRAND TOTAL:	807,370.37

PACKET: 06238 ADD'L BILL - CHIPLAB -7-5-23

VENDOR SET: 01

Section 4 Item a.

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
01-5116	CHIPLAB									
	I 200057980	1500 TROLLEY TOKENS	FNBAP		R	7/05/2023		5,880.00	5,880.00CR	
								5,880.00		
				REG. CHECK				5,880.00	5,880.00CR	0.00
								5,880.00	0.00	
-----										

CITY OF DEADWOOD

Account Key: 33830

Effective Date: 08/01/2023

Representative: Hub International Great Plains, LLC (SD)

Group Number: 081409-0000



51-100 Group Renewal Acceptance

Please acknowledge that you have decided to continue coverage for your next renewal period by signing on the Group Administrator signature line.

RENEW ON CURRENT BENEFITS

MAKE A CHANGE TO BENEFITS \*\*

\*\*Attach completed and signed Alternate Rate Sheet(s)

Health Plan(s):

PM000177/RM000233 - Primary PPO SD

Important Note: Wellmark will not be mailing any renewal SBCs to you for distribution to your employees. Please visit [www.wellmark.com/SBCFinder](http://www.wellmark.com/SBCFinder) to download the correct SBC to distribute to your employees 30 days in advance of renewal. This will ensure that your employees have access to the most up-to-date version of the SBC for the plans that you are renewing on.

Total monthly health premium includes commission of \$29.00 per contract per month. Based on current enrollment this equates to \$1363.00 per month.

Prior to signing, be sure to review the disclosure page included in your renewal exhibit. The employer group's effective date is considered a designation of that date as the employer group's plan year and annual renewal date. Your group health plan's annual renewal date and plan year will align with the effective date.

Group Administrator Signature	_____	Date	_____
	Jessicca@cityofdeadwood.com	Email Address	

Please return your completed 51-100 renewal paperwork to your Wellmark Representative by the 15th of the month prior to your renewal effective date.

We appreciate you choosing to renew with Wellmark.

Section 6 Item e.

Run Date: 04/18/2023 02:47 PM B

CITY OF DEADWOOD

Account Key: 33830

Effective Date: 08/01/2023

Representative: Hub International Great Plains, LLC (SD)

Group Number: 081409-0000



Primary and Modified PPO Plans - Renewal Alternates

*Current Plan*

Health Id	Drug Id	Deductible Single/Family	Coins % In	Out Of Pocket Maximum Single/Family	IN OV Copays PCP Non PCP	Premiums based on 2-way census			Premiums based on 4-way census					Emp/Sp/ Child(ren)	Monthly Premium	Percent Change
						Single Coverage	Family Coverage	Employee Only	Employee/ Spouse	Employee/ Child(ren)	Employee/ Child(ren)	14				
<input type="checkbox"/>	PM000173	\$1000/\$3000	20%	\$2000/\$4000	\$20 \$40	\$995.92	\$2,398.46	\$967.06	\$1,950.15	\$1,804.75	\$2,907.91	\$84,676.89	82.23%			
<input type="checkbox"/>	PM000174	\$1500/\$4500	20%	\$3000/\$6000	\$25 \$50	\$912.95	\$2,189.32	\$884.80	\$1,781.67	\$1,649.02	\$2,655.44	\$77,370.62	66.50%			
<input type="checkbox"/>	PM000175	\$2000/\$6000	20%	\$4000/\$8000	\$30 \$60	\$860.31	\$2,004.64	\$816.80	\$1,642.41	\$1,520.31	\$2,446.76	\$71,331.47	53.51%			
<input type="checkbox"/>	PM000176	\$2500/\$7500	20%	\$5000/\$10000	\$35 \$70	\$774.45	\$1,806.87	\$737.34	\$1,479.69	\$1,369.89	\$2,202.90	\$64,274.37	38.32%			
<input checked="" type="checkbox"/>	PM000177	\$3000/\$9000	30%	\$6000/\$12000	\$35 \$70	\$728.00	\$1,633.56	\$674.20	\$1,350.36	\$1,250.36	\$2,009.11	\$58,666.22	26.25%			
<input checked="" type="checkbox"/>	PM000178	\$3500/\$10500	30%	\$7000/\$14000	\$40 \$80	\$689.69	\$1,547.42	\$639.38	\$1,279.06	\$1,184.45	\$1,902.26	\$55,573.97	19.60%			
<input type="checkbox"/>	PM000179	\$4000/\$12000	30%	\$8000/\$16000	\$40 \$80	\$676.74	\$1,519.52	\$627.98	\$1,255.72	\$1,162.88	\$1,867.28	\$54,561.68	17.42%			
<input type="checkbox"/>	PM000180	\$4500/\$13500	30%	\$8150/\$16300	\$45 \$90	\$661.44	\$1,467.83	\$608.83	\$1,216.48	\$1,126.61	\$1,808.48	\$52,860.21	13.76%			
<input type="checkbox"/>	PM000181	\$5000/\$15000	30%	\$8550/\$17100	\$45 \$90	\$643.52	\$1,465.77	\$604.16	\$1,206.94	\$1,117.79	\$1,794.18	\$52,446.19	12.87%			
<input type="checkbox"/>	PM000171	\$6000/\$12000	0%	\$6000/\$12000	\$40 \$80	\$663.09	\$1,614.27	\$653.72	\$1,308.42	\$1,211.59	\$1,946.25	\$56,847.21	22.34%			
<input type="checkbox"/>	PM000172	\$8150/\$16200	0%	\$8150/\$16200	\$50 \$100	\$618.16	\$1,501.94	\$609.45	\$1,217.76	\$1,127.79	\$1,810.40	\$52,915.63	13.88%			

*Renewal Plan*

Special Notes and Provisions: The "In-Network PCP Office Visit Copay" applies to chiropractors, physical therapists, occupational therapists, mental health/chemical dependency services, and primary care practitioners. PCPs are defined as Advanced Registered Nurse Practitioners, Family/General Practitioners, Internists, Obstetricians/Gynecologists, Pediatricians, and Physician Assistants. The office copay applies to all services, except preventive, and is taken per practitioner per date of service. Infertility is excluded.

These plans have Blue Rx Complete drug card coverage. For more information, please see Wellmark Drug List.

Health and Drug Out of Pocket Maximums are aggregate.	
P - \$20/\$40/\$80/\$150 w \$140 BioSim/\$200 specialty/\$250 np specialty	
Q - \$30/\$60/\$120/\$200 w \$185 BioSim/\$250 specialty/\$300 np specialty	
R - \$15/\$30/\$60/\$120 w \$115 BioSim/\$175 specialty/\$225 np specialty	
S - \$20/\$40/\$80/\$160 w \$140 BioSim/\$200 specialty/\$250 np specialty	

2-Way  
 4-Way

08/01/2023

Effective Date of Change: \_\_\_\_\_ Signature of Group Administrator: \*\* \_\_\_\_\_ Date: \_\_\_\_\_

Run Date: 04/18/2023 02:47 PM B

Section 6 Item e.

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)*		PHONE NUMBER*	EMAIL
MAILING ADDRESS*	CITY*	STATE*	ZIP CODE*
2105 South 87th St.	Omaha	NE	68124
BUYER(S)/GRANTEE(S)*		PHONE NUMBER*	EMAIL
City of Deadwood			
MAILING ADDRESS*	CITY*	STATE*	ZIP CODE*
102 Sherman Street	Deadwood	SD	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)			
PLOT OF LOT 7A OF HIGHLAND ADDITION TO THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA FORMERLY A PORTION LOT 6 AND 7 OF HIGHLAND ADDITION LOCATED IN THE NW1/4 OF SECTION 26, T5N, R3E, B.H.M.			

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

DATE OF INSTRUMENT	CONTRACT FOR DEED <input type="checkbox"/>	QUIT CLAIM DEED <input checked="" type="checkbox"/>	EXECUTOR’S DEED <input type="checkbox"/>
TYPE OF INSTRUMENT:	WARRANTY DEED <input 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 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 type="checkbox"/></li> <li>• RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input type="checkbox"/> YES <input type="checkbox"/> STATE RELATIONSHIP: _____</li> </ul>	<ul style="list-style-type: none"> <li>• ACTUAL CONSIDERATION EXCHANGED: \$0 _____</li> <li>• ADJUSTED PRICE PAID FOR REAL ESTATE \$0 _____</li> </ul>
<ul style="list-style-type: none"> <li>• 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)</li> </ul>	
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 type="checkbox"/> NO <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE?                      _____ DOWN PAYMENT: \$ _____</li> </ul>	
INTEREST RATE: _____%	PAYMENT FREQUENCY MONTHLY <input type="checkbox"/> YEARLY <input type="checkbox"/>
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	<p><b>These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.</b></p>
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

**DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION**

GRANTEE OF PROPERTY NAME: \_\_\_\_\_

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS:  
 APPROVED  DENIED  ACKNOWLEDGE RECEIPT: Your request will be reviewed \_\_\_\_\_

REASON FOR DENIAL  
 \_\_\_\_\_

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE	DATE
---	------

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

## QUITCLAIM DEED

**David H. Wilkinson and Lori May Wilkinson, Trustees of the David H. Wilkinson and Lori May Wilkinson Revocable Trust Agreement**, husband and wife, Grantor, of 2105 South 87th St., Omaha, NE 68124, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to **City of Deadwood**, a South Dakota municipality, of 102 Sherman Street, Deadwood, South Dakota 57732, the following-described real estate in the County of Lawrence, State of South Dakota:

PLOT OF LOT 7A OF HIGHLAND ADDITION TO THE CITY OF DEADWOOD,  
LAWRENCE COUNTY, SOUTH DAKOTA FORMERLY A PORTION LOT 6 AND 7  
OF HIGHLAND ADDITION LOCATED IN THE NW1/4 OF SECTION 26, T5N, R3E,  
B.H.M.

Together with all improvements, buildings and appurtenances thereto  
appertaining or belonging; subject to easements, restrictions and reservations of  
record.

**Exempt from transfer fee pursuant to SDCL 43-4-22(18).**





**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
SCHLOSSER CONSTRUCTION RE: 26 WASHINGTON STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and SCHLOSSER CONSTRUCTION, with its principal place of business located at 1925 Hill Street, Sturgis, SD 57785, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 26 Washington Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Thirty-Eight Thousand Seven Hundred Sixty and 00/100 Dollars (\$38,760.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 26 Washington Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work in indicated;
5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;

6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CITY shall be responsible for removing the light pole and any tree stumps in the project area prior to work beginning.
8. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
9. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
11. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
12. CONTRACTOR shall fully execute the work described in the Contract Documents;
13. CITY shall pay CONTRACTOR a deposit in the amount of Nineteen Thousand Three Hundred Eighty Dollars (\$19,380) constituting fifty percent (50%) of the total balance upon the start of the project.
14. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
15. CITY shall pay CONTRACTOR Excise Tax in the amount of \$760.00.
16. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Historic Preservation Officer

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

SCHLOSSER CONSTRUCTION

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

\_\_\_\_\_  
Its: President

State of South Dakota            )  
  ) SS  
County of \_\_\_\_\_            )

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

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

(SEAL)

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

TRIPLE H PERFORMANCE

3122 E FAIRGROUNDS LOOP  
SPEARFISH, SD 57783  
Tel: 605-520-5527  
hhhperformance@gmail.com • hhhperformanceandrepair.com

101-4221-426

Invoice 100

Section 6 Item 1.

Technician: Keenan McCrackin  
Date: 7-5-2023  
Estimate: Q001911  
R/O: J001555

City Of Deadwood (CIT002)  
737 Main Street  
Deadwood SD 57732

Alternative Contact:  
Charles Fetter

\*Work: 6052803439  
charles@cityofdeadwood.com

2016 Ford F-550 Super Duty XL  
6.7 DIESEL  
1FDUF5HTXGECO6690

License Plate: X1270 00

Miles In: 20,776  
Miles Out: 20,789

WORK PERFORMED

Labor

Labor	Tech	Hrs	Price	Total
customer states derated RAN CODE TEST NO CODES CUSTOMER REQUEST FIX	00	1.00	120.00	120.00

SubTotal: Labor \$120.00

Labor

Labor	Tech	Hrs	Price	Total
INSTALL PARTS	05	8.00	127.76	1,022.08

Parts	Part No	Qty	Price	Total
PARTS	AAAPARTS	1.00	1,650.00	1,650.00

SubTotal: Labor \$2,672.08

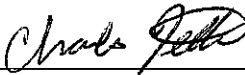
Labor	1,142.08
Parts	1,650.00
Hazmat*	0.00
Supplies*	27.92
Taxes	183.30

Invoice Total ~~\$3,003.30~~

\* Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to this repair facility for miscellaneous shop supplies, and/or waste removal

2820.00

AUTHORIZATION

Date/Time:	Authorizer	Method	Contact Details	Original Estimate Total
X				0.00
	Customer Signature			


Save replacement parts for inspection or return? (Core may apply)

Yes

No

Due Upon Receipt

Rescue #3

 7-5-23



Barry's Electric  
 PO Box 535  
 Lead, SD 57754

PB  
 422-04

Section 6 Item m.

**INVOICE**

Date	Invoice #
6/26/2023	10791

Bill To
CITY OF DEADWOOD

P.O. No.	Terms	Project
BREAKROOM	Due on receipt	

Quantity	Description	Rate	Amount
	CITY HALL BREAK ROOM - ADD ELECTRIC STOVE AND COUNTER RECEPTACLES		
50	3/4 EMT	2.40	120.00
4	3/4 EMT CONNECTOR	1.50	6.00
5	3/4 EMT COUPLING	1.50	7.50
4	3/4 EMT STRUT STRAP	5.35	21.40
1	3/4 LB	20.00	20.00
2	3/4 FLEX CONNECTOR	3.50	7.00
1	3/4 FLEX CONNECTOR	2.50	2.50
1	3/4 RIGID COUPLING	12.00	12.00
280	#8 THHN WIRE	1.10	308.00
220	#12 THHN WIRE	0.30	66.00
1	GROUND BAR	15.00	15.00
6	WIRE NUTS	0.35	2.10
1	6 X 6 X 4 STEEL BOX	70.00	70.00
18	1/2 CARFLEX	1.80	32.40
2	1/2 CARFLEX CONNECTOR	1.75	3.50
4	WIRE TIES	1.00	4.00
30	12 /12 MC CABLE	1.04	31.20
4	MC CABLE CONNECTORS	3.50	14.00
2	GROUND SCREW	1.00	2.00
2	TP GFCI RECEPTACLE	40.00	80.00
2	1 GANG DECOR COVER	2.25	4.50
4	1 GANG STEEL CUT IN BOX	15.00	60.00
3	(SETS) BOX BRACKETS	5.00	15.00
1	4 WIRE 50 AMP RECEPTACLE	20.00	20.00
1	GANG RANGE REC PLATE	6.00	6.00
1	2-40 AMP BREAKER	30.00	30.00
2	1-20 AMP BREAKER	20.00	40.00
1	12 X 12 CUT IN PANEL	35.00	35.00
1	8 X 8 CUT IN PANEL	30.00	30.00

Phone #
605-641-4523

<b>Total</b>
--------------

# INVOICE



Barry's Electric

PO Box 535  
Lead, SD 57754

Date	Invoice #
6/26/2023	10791

Bill To
CITY OF DEADWOOD

P.O. No.	Terms	Project
BREAKROOM	Due on receipt	

Quantity	Description	Rate	Amount
3	LABOR -BARRY 6/20	90.00	270.00
3	LABOR - TUCKER	75.00	225.00
6	LABOR -BARRY 6/21	90.00	540.00
6	LABOR - TUCKER	75.00	450.00
6	LABOR -BARRY 6/22	90.00	540.00
6	LABOR - TUCKER	75.00	450.00
4	LABOR -BARRY 6/26	90.00	360.00
4	LABOR - TUCKER	75.00	300.00

Phone #
605-641-4523

<b>Total</b>	\$4,200.10
--------------	------------

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 13, 2023  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Permission to Purchase Mocha Adjustable Height Bow Front U-Shaped Desk w/Hutch

---

To match the furniture in the other offices, staff is requesting permission to purchase a Mocha Adjustable Height Bow Front U-Shaped Desk w/Hutch from Modern Office for the new Zoning Coordinator office in the amount of \$3,199.00 including shipping to be paid from HP supplies line item.

**Recommended Motion:**

*Permission to purchase a Mocha Adjustable Height Bow Front U-Shaped Desk w/Hutch from Modern Office for the new Zoning Coordinator office in the amount of \$3,199.00 including shipping to be paid from HP supplies line item.*





Search by keyword or item number



VIEW CART

Questions? Call us at 1-800-443-5117 8:30AM to 5PM M-F Central [Live Chat](#)



FREE NATIONWIDE SHIPPING ON ALL ITEMS! 48 STATES!

- Chairs
- Conference Room
- Desks, Panels, & Cubicles
- Filing & Storage
- Reception Room
- Custom Office Furniture
- Special Offers



FREE Black Mesh Office Chair w/ Headrest If You Spend \$2000 or More!

[Must Add to Cart](#)



FREE SHIPPING on all orders. Add to cart items. All items ship within 1-2 business days.

FREE SHIPPING



Adjustable Height Bow Front U-Shaped Desk w/Hutch in Mocha

**IN STOCK!**

Item #: Y12561

Price: ~~\$5,400.00~~

Quantity	Our Price
1 - 2	\$3,199.00 ea
3 - 9	\$3,099.00 ea.
10+	\$2,999.00 ea.

Quantity: 0

**ADD TO CART**

**FREE SHIPPING**  
ALL ITEMS

YOU MAY ALSO LIKE



Mocha Electric Lift Adjustable Height U-Desk w/Hutch

Price: ~~\$4,699.00~~  
**Your Price: \$2,699.00**  
Quantity Discounts Available



Mocha Conference U-Shaped Workstation w/Hutch

Price: ~~\$4,599.00~~  
**Your Price: \$2,699.00**  
Quantity Discounts Available

*Handwritten signature: Add this to cart*

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



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

## MEMORANDUM

**Date:** July 5, 2023  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
**Re:** 2023 Round 2 Outside of Deadwood Grants

On June 29, 2023, the Projects Committee reviewed the 2023 Round 2 Outside of Deadwood Grant applications. This round included six (6) Outside of Deadwood Grant applications requesting a total of \$126,600.00.

The budget for 2023 is set at \$100,000.00 with two funding cycles, January and June of each year. Round 2 budget is set at \$50,000.00. The Projects Committee closely reviewed the applications and made the following recommendations for grant approval. The table lists the applicant, project, location and amount for six grants totaling \$41,550.00 with the remaining funds being used for any emergency grants.

The Historic Preservation Commission recommends approval of the 2023 Round 2 Outside of Deadwood Grants as follows:

2023 RD 2 Outside of Deadwood Grant Requests					
Organization Name	City	Project Budget	Matching Funds	Amount Requested	Suggested Approval
City of Belle Fourche - Item A	Belle Fourche	\$6,500.00	\$3,250.00	\$3,250.00	\$ 3,000.00
City of Brookings - Item B	Brookings	\$297,597.50	\$100,000.00	\$100,000.00	\$ 10,000.00
Town of Interior - Item C	Interior	\$9,700.00	\$4,900.00	\$4,800.00	\$ 10,000.00
Black Hills Mining Museum - Item D	Lead	\$8,000.00	\$4,000.00	\$4,000.00	\$ 4,000.00
Dakotaland Museum - Item E	Huron	\$9,100.00	\$4,550.00	\$4,550.00	\$ 4,550.00
SD Historical Society Museum Found.-Item F	Pierre	\$3,796,480.00	\$3,786,480.00	\$10,000.00	\$ 10,000.00
TOTAL GRANT REQUESTS		\$4,127,377.50	\$3,903,180.00	\$126,600.00	\$ 41,550.00

Motion: *Move to approve the 2023 Round 2 Outside of Deadwood Grants in the amount of \$41,550.00.*



## Deadwood Recreation and Aquatics Center Lightning Storm Closure Policy

### Objective:

The primary objective of this policy is to ensure the safety and well-being of all patrons and staff at the indoor pool located at the Deadwood Recreation and Aquatics Center during lightning storms. To mitigate the risk of injury or harm caused by lightning strikes, the pool will be closed when a lightning strike is detected within a 5-mile radius of the Deadwood Recreation and Aquatics Center.

### Policy:

#### 1. Monitoring Lightning Activity:

- a. The City of Deadwood will implement a lightning detection system or use a reliable weather monitoring service to track lightning activity in the vicinity of the Deadwood Recreation and Aquatics Center.
- b. The lightning detection system or weather monitoring service will be set up to detect lightning strikes within a 5-mile radius of the Deadwood Recreation and Aquatics Center.
- c. Designated staff members will be responsible for monitoring the lightning detection system or weather monitoring service during pool operating hours.

#### 2. Lightning Warning:

- a. If a lightning strike is detected within a 5-mile radius of the Deadwood Recreation and Aquatics Center, a lightning warning will be issued.
- b. The designated staff members responsible for monitoring the system will immediately inform the pool manager or supervisor about the lightning warning.

#### 3. Pool Closure Procedure:

- a. Upon receiving the lightning warning, the pool manager/supervisor or his or her designee will take immediate action to ensure the safety of all patrons and staff.
- b. All swimmers will be instructed to exit the high-risk areas (pool, pool deck, sauna, spa, and locker room showers) immediately and proceed to designated safe areas (lobby) within the recreation center.
- c. Lifeguards and staff members will assist in evacuating the areas listed above and guide patrons to safe locations.
- d. All pool activities, including swimming lessons, water aerobics, and other programs, will be suspended until the lightning warning is lifted.
- e. The pool manager/supervisor or his or her designee will communicate the closure to all patrons and staff using appropriate means such as loudspeakers, signage, and verbal announcements.
- f. Patrons and staff will be advised to remain in safe areas until the lightning warning is lifted.



g. After a lightning strike is detected within the 5-mile radius of the Deadwood Recreation and Aquatics Center, a 30-minute timer will be set before patrons will be allowed to reenter the high-risk areas. After the initial 30-minute has expired the lightning will be reevaluated. If there are still lightning strikes within the 5-mile radius, a 10-minute timer will be set. This reevaluation process will continue until the lightning is no longer in the 5-mile radius.

#### **4. Reopening the Pool:**

- a. The pool manager/supervisor or his or her designee will closely monitor the lightning activity after the closure.
- b. Once the lightning detection system or weather monitoring service indicates that the lightning strikes are no longer within a 5-mile radius, the pool manager/supervisor or his or her designee will assess the safety conditions.
- c. The pool will reopen only when it is determined that it is safe to do so, and the lightning warning has been officially lifted.
- d. The pool manager/supervisor or his or her designee will inform all patrons and staff about the reopening of the pool using appropriate communication methods.

#### **5. Review and Training:**

- a. The indoor municipal pool will conduct regular reviews and updates of this policy to ensure its effectiveness and compliance with safety standards.
- b. All pool staff members, including lifeguards and supervisors, will receive appropriate training on lightning safety protocols, emergency evacuation procedures, and implementation of this policy.

This policy is intended to prioritize the safety of all individuals using the indoor municipal pool during lightning storms. By adhering to this policy, we aim to create a secure environment that minimizes the risk of lightning-related incidents.

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the seventeenth day of July in the year Two Thousand Twenty-three

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

and the Contractor:

*(Name, legal status, address and other information)*

RCS Construction  
1314 Fountain Plaze Drive, PO Box 9337  
Rapid City, SD 57709

for the following Project:

*(Name, location and detailed description)*

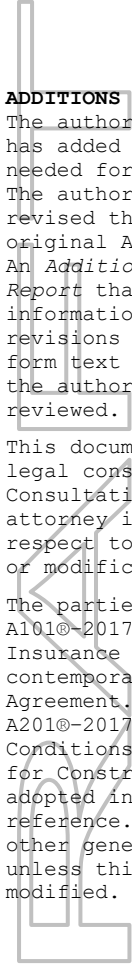
Whitewood Creek Restoration – Bid Package 1

The Engineer:

*(Name, legal status, address and other information)*

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

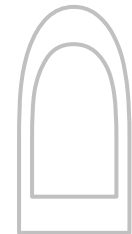
The Owner and Contractor agree as follows.



**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

August 14, 2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

[  ] Not later than  (  ) calendar days from the date of commencement of the Work.

[  ] By the following date:

- Site 1C: May 26, 2023
- Site 2A: May 26, 2023
- Site 2B: May 26, 2023
- Site 3A: December 1, 2024
- Site 3B: October 4, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Ret. Wall and creek-side work – Site 1C	April 12, 2024
Ret. Wall and creek-side work – Site 2A	April 12, 2024
Ret. Wall and creek-side work – Site 2B	April 12, 2024

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be 

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<input type="text" value="N/A"/>	<input type="text"/>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<input type="text" value="N/A"/>	<input type="text"/>	<input type="text"/>

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
<input type="text" value="N/A"/>	<input type="text"/>

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text" value="Import &amp; Install River Cobble Mulch"/>	<input type="text" value="Cubic Yard, additive only"/>	<input type="text" value="\$135.00"/>

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be as defined in the South Dakota 2015 Standard Specifications for Roads & Bridges, Section 8.8, “Failure to Complete on Time”.



**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

**ARTICLE 5 PAYMENTS****§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Engineer not later than the twenty-eighth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Engineer receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:



(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer’s final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.5 % Monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

N/A

<< >>  
<< >>  
<< >>

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N/A

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Kevin Kuchenbecker  
City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732  
605-578-2082  
kevin@cityofdeadwood.com

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Evan Waltermann  
RCS Construction  
1314 Fountain Plaza Drive  
Rapid City, SD 57709  
605-342-3787  
evan@rcsconst.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Certificate of Liability Insurance, Performance Bond, and Payment Bond
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

N/A

.5 Drawings

Number	Title	Date
Per attached Index to Drawings		May 18, 2023

.6 Specifications

Section	Title	Date	Pages
Per attached Table of Contents (2 pages)		May 18, 2023	205 total

.7 Addenda, if any:

Number	Date	Pages
No. 1	May 25, 2023	14
No. 2	June 5, 2023	16
No. 3	June 13, 2023	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

[  ] The Sustainability Plan:

Title	Date	Pages
N/A		

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

City of Deadwood

RCS Construction

\_\_\_\_\_  
**OWNER** (Signature)  
\_\_\_\_\_  
« »« »  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)  
\_\_\_\_\_  
« »« »  
(Printed name and title)

**NOTICE OF PUBLIC HEARING  
STREET CLOSURE  
FOR DEADWOOD REDEMPTION DAY**

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 17, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 10:00 a.m. on Saturday, August 19 to 1:00 a.m. on Sunday, August 20, 2023. Deadwood Street will reopen for the Deadwood Alive performance at 2:00 p.m. and close at 2:30 p.m.

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

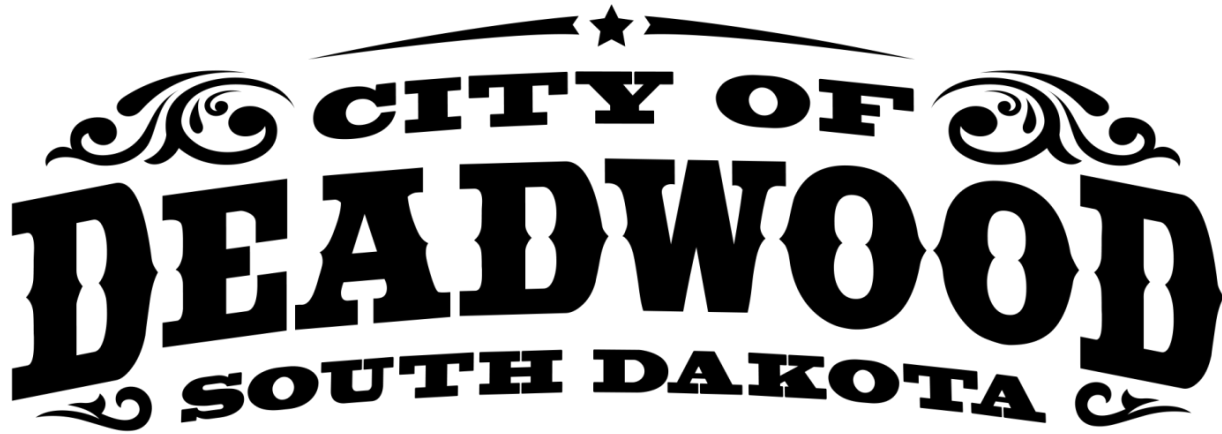
Dated this 3rd day of July, 2023.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: July 6, 2023

For any public notice that is published one time:

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



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

**Preacher Smith Deadwood Redemption Day Concert August 19, 2023**

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**Instructions:**

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

Adopted June 1, 2023

### EVENT INFORMATION

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

Event Title: Preacher Smith Deadwood Redemption Day Concert

Event Date(s): August 19, 2023 Total Anticipated Attendance: 1500  
(month, day, year)

(# of Participants 50 # of Spectators 1450)

Actual Event Hours: (from: 5 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Aug 19, 2023 Start time: 10 am AM / PM

Please describe the scope of your setup / assembly work (specific details):  
Load in of stage/sound production equipment - band load in setting Screen and popcorn wagon

Dismantle Date: Aug 20 Completion time: 1 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street closing 10 am - will re-open from 2-2:30 pm for Deadwood Alive Gunfight - then close til 1 am

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

### OPEN CONTAINER

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

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

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

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

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

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

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Same Business Phone: (605 ) 717-6848

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

Daytime phone: (605 ) 717-6848 Evening Phone: (605 ) 641-9162 Fax #: ( )

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

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

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

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 641-9162

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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

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



**OVERALL EVENT DESCRIPTION:**

**ROUTE MAP/ SITE DIAGRAM/ SANITATION**

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

Preacher Smith Deadwood Redemption Day is a concert featuring  
We Are Messengers - a christian group.

Show will begin with opening at 6:30 pm

Requesting Deadwood Street closure on Saturday, August 19  
from 10 am until August 20, 1 am.

Deadwood St. will re-open temporarily at 2 pm until 2:30 for the  
Deadwood Alive Gunfight, following the gunfight it will be closed  
until after show and load out is complete.

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

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

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

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

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

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

Sergeant Poppers Kettle corn on site

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

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

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up

\_\_\_\_\_

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

\_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**:  
Outlaw Square staff will handle security along with Private Security

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
Outlaw Square is ADA compliant

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

NO YES

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

Security Organization: Badlands Security

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

Security Director (Name): Fritz Carlson Business phone: \_\_\_\_\_

NO YES

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

Production company lighting will be used

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

Number 1 Ambulance(s) – How provided? Monument

Number 1 Emergency Medical Technicians – How provided? Monument

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Residents and businesses notified through public hearing notice \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 2

Type of Music: Christian

Will **sound amplification** be used?  
 If **YES**, please indicate: Start Time: 5 pm AM / PM – Finish Time: 10 pm AM / PM

Will **sound check** be conducted prior to the event?  
 If **YES**, please indicate: Start Time: 12 & 3 AM / PM – Finish Time: 1 pm & 4 pm AM / PM

Please describe the sound equipment that will be used for your event: \_\_\_\_\_  
Powerhouse Sound production

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

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

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
Through broadcast, print & social media

NO YES

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

### INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International

Agent's Name: Chris Roberts

Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: Deadwood, SD 57732

(city) (state) (zip code)

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

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

### AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Wade Morris aka Bobby Rock Title: Director

\_\_\_\_\_  
Date: 6/26/2023

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE  
FOR HOPS AND HOGS EVENT**

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 17, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**OPEN CONTAINER REQUEST:**

Friday, September 22, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, September 23, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

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

Dated this 3rd day of July, 2023.

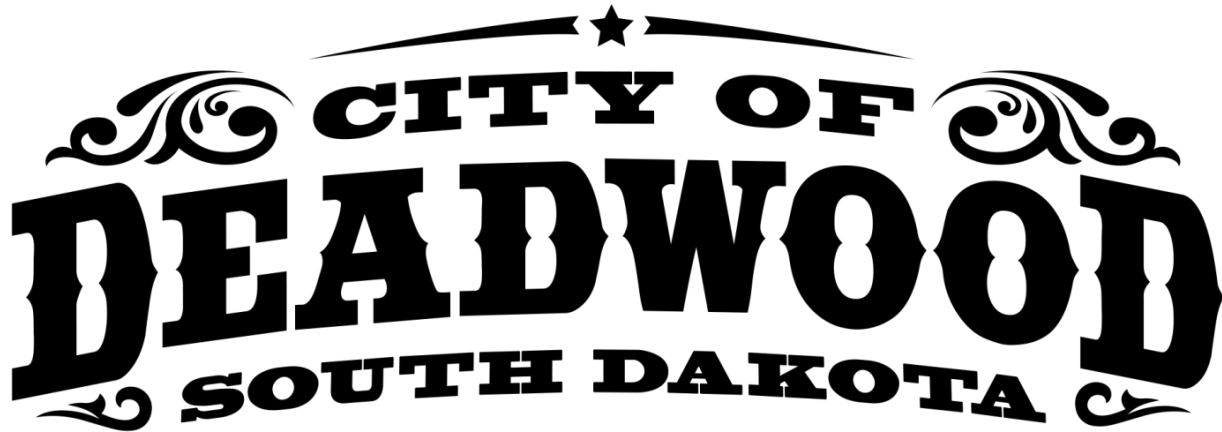
CITY OF DEADWOOD

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

Publish BH Pioneer: July 6, 2023

For any public notice that is published one time:

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



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

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Instructions:

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

Adopted June 1, 2023

### EVENT INFORMATION

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

Event Title: HOG Passport Ride

Event Date(s): 7/22/23 (month, day, year) Total Anticipated Attendance: 30  
(# of Participants 30 # of Spectators 0)

Actual Event Hours: (from: 8:30am AM / PM (to): 4pm AM / PM

Location / Staging Area: Harley Davidson Deadwood Store

Set up/assembly/construction none Start time: \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): Just using street parking for the day parking in front of Harley Store  
Probably about an hour or two is all that is needed.

Dismantle Date: same day 7/22/23 Completion time: 4pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: no closure requested

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

### OPEN CONTAINER

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

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

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

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

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

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

Adopted June 1, 2023



**APPLICANT AND SPONSORING ORGANIZATION INFORMATION** Commercial (for profit) Noncommercial (nonprofit)Sponsoring Organization: Black Hills Harley Davidson/Deadwood Harley DavidsonChief Officer of Organization (NAME): HOG (Harley Owners Group) Dirk GoodwinApplicant (NAME): Dirk Goodwin Business Phone: (480) 438-0927Address: 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305  
(city) (state) (zip code)

Daytime phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.Name: Thomas De Los Santos-605-608-0531Address: 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305  
(city) (state) (zip code)Contact person "on site" day of event or facility use Cathy Morris Pager/Cell #: 605-499-9862**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): none

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

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

Please join your fellow HOG members on our Yearly ride to all five Harley Dealerships in the area to get our Passports stamped so we can get 250 points. We will meet in the parking lot of Black Hills Harley Davidson in Rapid City on Saturday July 16th at 8:00 AM and we will be leaving at 9:00 AM. This is a very popular ride so please be on time.

**ROUTE:**

Before leaving each Dealership we will have a detailed briefing on the route. Leaving BHHD we go to the Dealership in Wall.

From Wall we'll return to Rapid City and fuel up & have lunch at Pizza Ranch off of Catron Bl and 5th St.

After lunch we'll go South on Hwy 16 to Hill City, park and go into the Dealership.

After leaving Hill City we'll will be going to the Deadwood Dealership and park in front of the store for a short period. Clerks will come out and stamp our Passports

Then we leave there and go to the Dealership in Sturgis.

Rumor has it some goodies will be served for a snack.

After Sturgis we head back to Black Hills HD for our final stamp.

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

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

Adopted June 1, 2023

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

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

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

Please describe how food will be served at the event: No food

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

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

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

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

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

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**SAFETY / SECURITY / ACCESSIBILITY**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

NO YES

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

Security Organization: \_\_\_\_\_

Security Organization Address: \_\_\_\_\_

(city)

(state)

(zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

NO YES

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

\_\_\_\_\_

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

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

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

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

Acknowledge acceptance with initial: TD

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

Acknowledge acceptance with initial: TD

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 We will notify neighboring business to expect bikes parking in front of stores for that day. \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

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

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

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

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

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

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

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

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: Thomas De Los Santos PHONE: 605-608-0531

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Employers Insurance Company of Wausau  
 Agent's Name: Lockton Companies  
 Business Phone: (404) 460-3600 Policy Number: YAC-L9L-440532-033 Policy Type: Property  
 Address: 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305  
(city) (state) (zip code)

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

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

## AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Thomas De Los Santos Title: Event Coordinator

Thomas De Los Santos Digitally signed by Thomas De Los Santos  
Date: 2023.06.21 17:18:37 -06'00' Date: 6/21/23

(Signature of Applicant/Sponsoring Organization)

Adopted June 1, 2023

**NOTICE OF PUBLIC HEARING  
OPEN CONTAINER, SPECIAL FULL TEMPORARY LIQUOR LICENSE, USE OF  
RODEO GROUNDS FOR DAYS OF 76 – STEER ROPING EVENT**

**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 17, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Exception to User Fees Ordinance - Rodeo Grounds**

To grant exception to user fees ordinance to waive user fees on public property for Days of 76 Steer Roping Event at Event Complex on Friday, August 18 through Monday, August 21, 2023.

**Relaxation of Open Container:**

Friday, August 18, 2023: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Saturday, August 19, 2023.

Saturday, August 19, 2023: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Sunday, August 20, 2023.

Sunday, August 20, 2023: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Monday, August 21, 2023.

Monday, August 21, 2023: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Tuesday, August 22, 2023.

**Special Full Temporary Liquor License:**

Saturday, August 19 through Monday, August 21, 2023 from 10:00 a.m. to 6:00 p.m. daily at the Event Complex.

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

Dated this 3rd day of July, 2023.

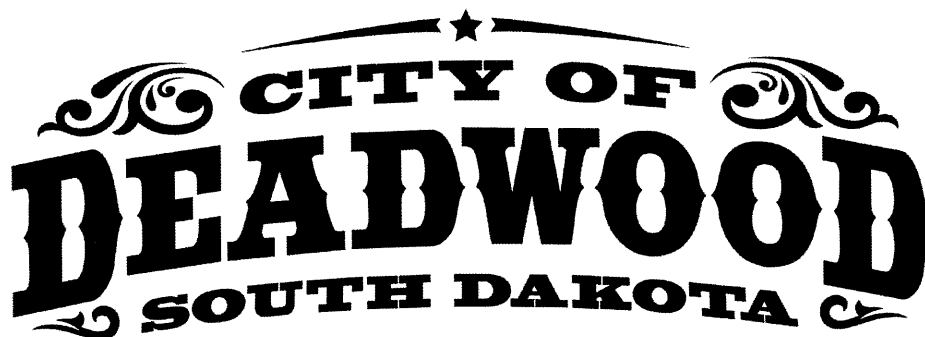
CITY OF DEADWOOD

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

Please publish: B.H. Pioneer, July 6, 2023.

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





## Event Complex Rental and Use Agreement

Event: Days of '76

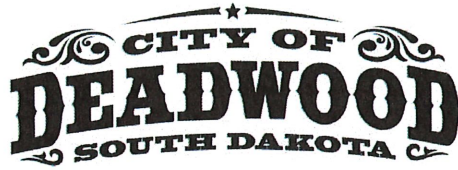
Date: 6/14/23

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

**Contact Information:**

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-3456 Cell Phone: 605-920-1116

Email Address: chris.roberts@hubinternational.com

**Dates Event Complex requested:**

Set up Date(s): Aug 18, 2023 Hour(s): \_\_\_\_\_

Event Date(s): Aug 19 - Aug 21 Hour(s): \_\_\_\_\_

Clean-up Date(s): Aug 21 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 300

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

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

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

# Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://www.cityofdeadwood.com) or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

### Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Chris Roberts Title: \_\_\_\_\_  
 Phone: 605-920-1116 Representing: Days

Name: Greg Nelson Title: \_\_\_\_\_  
 Phone: 605-580-1263 Representing: Days

Name: Travis Rogers Title: \_\_\_\_\_  
 Phone: 605-920-3966 Representing: Days

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_



## Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.  
Initials CR
2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.  
Initials CR
3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.  
Initials CR
4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.  
Initials CR
5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.  
Initials CR
6. I understand and agree: (Please Check Box for your Acknowledgement)
  - A person in charge of the event must be in attendance at all times during the event.  
I have read & signed the Alcohol Policy form.
  - All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
  - A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
  - Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
  - If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials CR

7. Outdoor/Animal Events: (Check Acknowledgement)

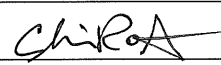
- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials CR

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Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 8/14/2023

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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



## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature: *Chris Roberts* Date: 8/14/2023

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF \_\_\_\_\_ :  
SS.

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at \_\_\_\_\_, in said county and state, the date aforesaid.

(Seal)

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

# Event Sponsor – Release and Indemnification Agreement

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

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

**PRCA Professional Steer Roping & Breakaway Roping**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials CR

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO X

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 6/14/2023

## City of Deadwood Building Rental Rules

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


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

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 6/14/2023

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

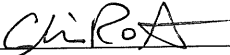
Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 6/14/2023

# NOT REQUESTING CONCESSIONAIRE

## Responsibilities to and of the Concessionaire

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

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

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

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 6/14/2023

## Alcohol Policy for Facility Rentals

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

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

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

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

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

**YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

**NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature: 

Dates/Times Alcohol will be served: -7/23/23 through 7/29/23 8/19/23 - 8/21/23

Business name who will be serving: DAYS OF '76

## Liquor Liability Insurance

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

Name of Insurance Company: Lloyd's of London

Agent's Name: Chris Roberts Policy Type: CGL with Liquor Liability

Phone: 605-578-3456 Policy No.: RS100/200PA0528

Address: \_\_\_\_\_

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

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

**For Office Use Only:**

Date Fees Received: \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



## General Business within the Event Complex

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

Initials CR

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

Initials CR

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


Initials CR

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

Initials CR

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 8/14/2023

**For Office Use Only:**

Sales Tax Number (If Applicable): \_\_\_\_\_

Date Fees Received: \_\_\_\_\_ Total(s): \_\_\_\_\_

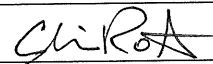
City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

## Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$100.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: Days of '76  
 Name: Chris Roberts Title: \_\_\_\_\_  
 Signature:  Date: 6/14/2023

## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

### Renter Reference Sheet

Renter/Organization Name: Days of '76

**Requirements (If first time renter):**

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

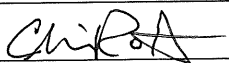
Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Organization: Days of '76

Name: Chris Roberts Title: \_\_\_\_\_

Signature:  Date: 6/14/23

Daytime Phone Number: \_\_\_\_\_

Date of your Event(s): \_\_\_\_\_ Group/Event Name: \_\_\_\_\_

## Days of '76 Steer Roping Request for City Services

- Water and Water Tank Truck for proper arena dirt and dust control
- Mini-Loader and/or skid steer for setup and teardown
- Assistance with trash removal

Requesting waiver of any fees associated with the list above. Also requesting waiver of fees associated with the direct usage of the "Event Complex" as well as fees involving vendors we may contract with within the guidelines of the concessionaire agreement. Example: food truck. It's our understanding the current concessionaire is not interested in offering food for this event and we'd like to bring in a mobile food truck for contestants and spectators, if allowable.

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



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

**PLANNING AND ZONING MEETING  
BOARD OF ADJUSTMENT  
STAFF REPORT  
June 14, 2023**

**APPLICANT:** Jay and Pam Smith

**PURPOSE:** Application for CUP – Bed and Breakfast Establishment

**GENERAL LOCATION:** 5 Burlington Street

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (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:** All legal obligations have been completed.

**ZONE:** R1 Residential

**STAFF FINDINGS:**

Surrounding Zoning:

North: R2 - Multi-Family Residential  
South: R1 - Residential  
East: R1 - Residential  
West: R1 - Residential

Surrounding Land Uses:

Townhouses  
Residential Housing  
Residential Housing  
Residential Housing

**SUMMARY OF REQUEST**

The applicants have submitted a request for a Conditional Use Permit to operate a Bed and Breakfast Establishment in the accessory building [7 Burlington] at their residence located at 5 Burlington Street. The subject property is in the Peck Garden Neighborhood and surrounded by residential homes and multi-family townhomes.

## **FACTUAL INFORMATION**

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1. The property is currently zoned R1 - Residential.
2. The site was built in 1950 and was originally a gun shop known as Lock, Stock and Barrel.
3. The subject property has access from Burlington Street with off street parking.
4. The subject property is located within a R1 Residential zoning district adjacent to R2 Multi-Family zoning district.
5. The property is not located within a flood zone.
6. Adequate public facilities are available to serve the property.
7. The area is characterized by a mixture of single-family dwellings and multi-family dwellings.

## **STAFF DISCUSSION**

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The applicants have submitted a request for a Conditional Use Permit for a Bed and Breakfast establishment and City regulations permit Bed and Breakfast establishments in R1- Residential District with an approved Conditional Use Permit. The subject property was originally a gun shop, then the applicant's mothers house, and the house is now vacant. The applicants indicate they intend convert the house for their operation. According to their application, they have adequate off-street parking.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law defines a Bed and Breakfast as the following:

**“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.

*Jay and Pam Smith intend to rent the small house for their operation.*

1. No bed and breakfast home shall be located on a lot closer than two hundred (200) feet or eight residences, whichever is greater, from any other lot containing a bed and breakfast home. However, the planning and zoning commission may waive the distance limitation if the structure is listed on the



National Register of Historic Places or eligible for individual listing on the National Register of Historic Places. The Deadwood building inspector shall inspect the premises to ensure compliance with the Building Code;

*In this instance there are no bed and breakfasts within the two hundred feet required buffers.*

2. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board. The subject residence proposed for a bed and breakfast shall be required to provide the following: Off-street parking for four vehicles.

*The Deadwood Zoning Code requires a bed and breakfast establishment to be occupied by the owner(s). The code also states a requirement of one off-street parking space per guestroom in section 17.64.060 of the ordinance book. The property does have four off street parking spaces on site.*

### **COMPLIANCE:**

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1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 10.10.B.
2. A sign was posted on the property for which the requests were filed.
3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

### **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 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. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with a Bed and Breakfast. This area has a mixture of single family and townhome dwellings.*

- 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 low to medium density residential. Medium density residential is designed to provide apartment and multi-family dwellings as well as parks and recreation areas. There are no B&Bs within 200 feet of the proposed B&B.*

- 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.

*If the applicant only uses off street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the proposed use would 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 will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, 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 proposed use would not increase the proliferation of non-conforming uses. The subject residence is in an area that does not have additional bed and breakfasts nearby and the new ordinance changes limited the number of Bed and Breakfast establishments through a buffer requirement. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be 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 will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.*

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

---

- A. Following the issuance 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. The Bed and Breakfast Establishment must be owner occupied.
3. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
4. Proof that the Building Inspector has inspected the building and it meets all the building codes.
5. City water and sewer rates to be changed from residential to commercial rates.
6. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
7. Proof of City of Deadwood Business License.
8. Obtain lodging license after inspection from the South Dakota Department of Health.
9. All parking shall be off street.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approve / Deny by the Planning and Zoning Commission.
2. Approve / Deny by the Board of Adjustment.

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



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

Section 8 Item j.

Application No. \_\_\_\_\_

## APPLICATION FOR CONDITIONAL USE PERMIT

**Application Fee: \$200.00**

**Applicants:** Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Name of Proposed Development: Burlington Bed and Breakfast

Street Location of Property: 5 Burlington Street

Legal Description of Property: Peck's Garden s/D Lot 4  
PLAT BK1 PG284

Zoning Classification of Property: R1

Name of Property Owner: Jay and Pam Smith Telephone: (605) 580-5498

Address: 5 Burlington Street Deadwood SD 57732  
Street City State Zip

Name of Applicant: Jay and Pam Smith Telephone: (605) 580-5932

Address: 5 Burlington Street Deadwood SD 57732  
Street City State Zip

**1. The following documents shall be submitted:**

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A written statement addressing the criteria for approval.

Uses of Building or Land: residential / Bed and Breakfast

Signature of Applicant: Jay M Smith Pam Smith Date: June 1, 2023

Signature of Property Owner: Jay M Smith Pam Smith Date: June 1, 2023

Fee: \$ 200.00 Paid On 6/9/2023 Receipt Number 20186067

Legal Notice Published Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/City Commission:	Yes	No	Date: _____

Reason for Denial (if necessary): \_\_\_\_\_

June 1, 2023

Development Plan for Bed and Breakfast

5 Burlington Street, Deadwood

The house on our property is now vacant after the death of my mother, Deloris Stratton. Jay and I would like to convert the house into a Bed and Breakfast establishment. We live in a house on the same property. For years (since the mid 70's) that building was a gun shop run by my father, Glenn Stratton.

We feel a Bed and Breakfast would be the perfect use of the house. It is close to a trolley stop, within walking distance of downtown Deadwood, and across the street from the Mickelson Trail. We live on the property and would provide upkeep and supervision. It is a small house and would accommodate 4 people at the most. It has one bed and one bath with a sleeper sofa in the living room. There is off-street parking and garbage cans are kept in the garage.

Jay and I are lifelong residents of Deadwood and love where we live. We have taken care of lots of people in our lives and hospitality is one of our strong suits. Jay will be home full time. I am a teacher at Lead-Deadwood Elementary School and would be home full-time during the summer months. We will provide a comfortable, clean, and aesthetically pleasing home away from home for visitors to the Black Hills. We will strive to keep our neighborhood a quiet, clean, family-friendly place to live.

As we begin pursuing this venture, we realize there are improvements we must make to the house to meet building codes such as egressed windows in the bedroom and extra fire alarms. We also need to get a tax certificate, lodging license, and Deadwood Business License. We do not want to get the cart before the horse, however, and our main concern at this point is the Conditional Use Permit.

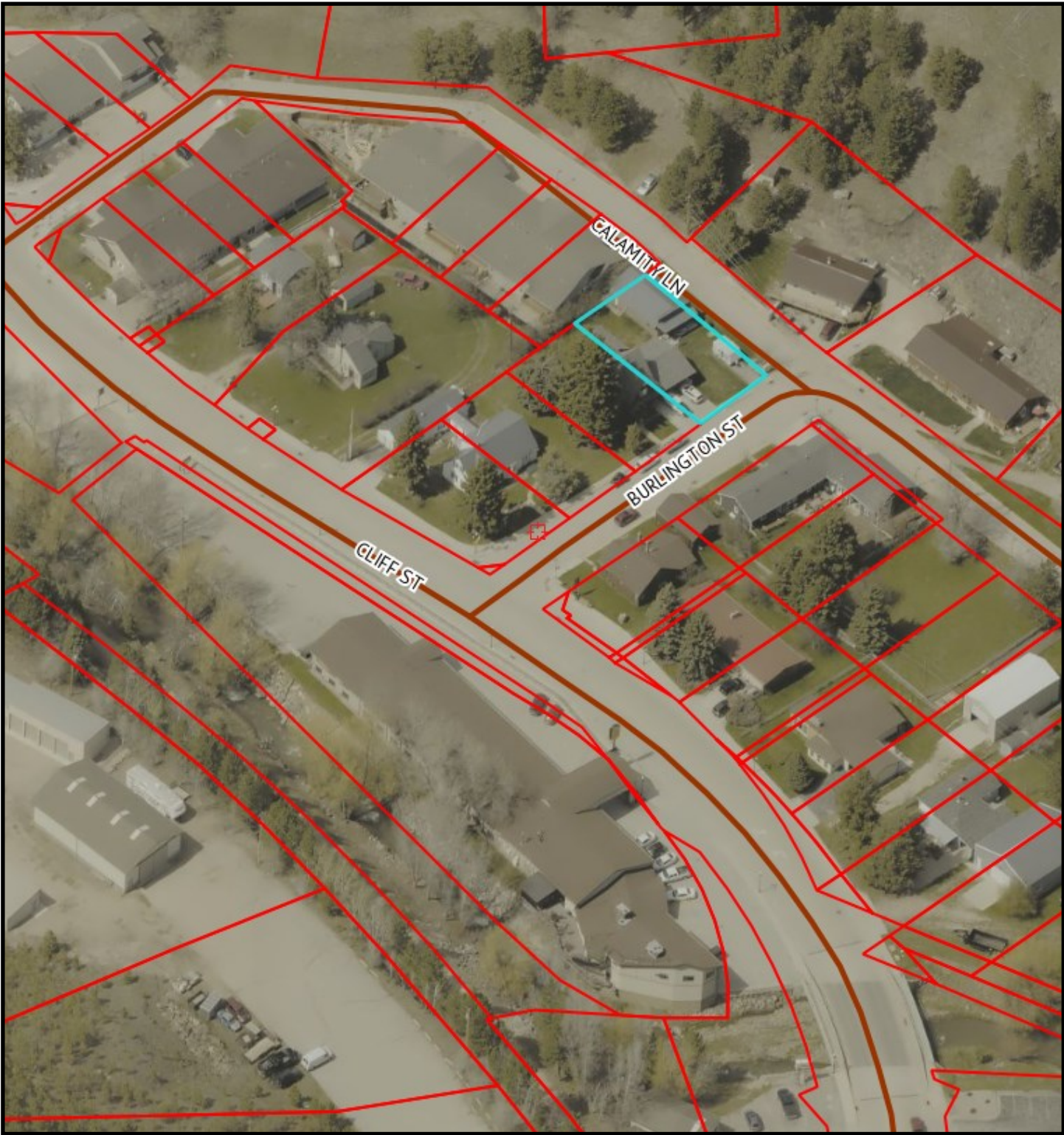
Thank you for your consideration.

Jay and Pam Smith

605-580-5408

605-580-5932





**REQUEST FOR A CONDITIONAL USE PERMIT**  
**JAY AND PAM SMITH**  
**5 BURLINGTON STREET**



**NOTICE OF PUBLIC HEARING  
BEFORE THE DEADWOOD BOARD OF ADJUSTMENT**

City of Deadwood  
Board of Adjustment  
Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN**, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations for a single unit Bed & Breakfast as allowed under Section 17.24.030 Conditional Uses under Home Occupation.

**APPLICANTS:** Jay and Pam Smith

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (4) OF PECK’S GARDEN SUBDIVISION OF PART OF PROBLATE LOTS 138 AND 327, DEAWOOD CITY, LAWRENCE COUNTY, SD, ACCORDING TO THE RECORDED PLAT THEREOF.

**ADDRESS:** 5 Burlington Street

**ZONE:** R1 Residential District

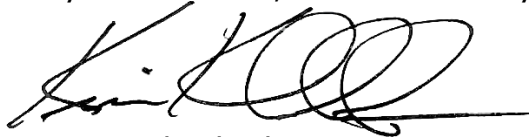
**NOTICE IS FURTHER GIVEN** that said application will be heard by the Board of Adjustment within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Monday, July 17, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

**NOTICE IS FURTHER GIVEN**, that the proposed request for a Bed and Breakfast Establishment is on file and available for public examination at the Deadwood Planning, Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**ANY** interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

Dated this July 3, 2023

City of Deadwood, Lawrence County, South Dakota



Kevin Kuchenbecker  
Planning, Zoning and Historic Preservation Officer

**PUBLISH:** Black Hills Pioneer:

Published once at the total approximate cost of \$



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

## Public Notification

---

Date: June 16, 2023  
To: Deadwood Property Owner / Resident  
From: Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
RE: Request for Conditional Use Permit for Bed & Breakfast

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**NOTICE IS HEREBY GIVEN**, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Bed and Breakfast Establishment as allowed under Section 17.24.030 Conditional Uses under Bed & Breakfast.

**APPLICANT(S):** Jay and Pam Smith

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (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.

**ADDRESS:** 5 Burlington Street

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 5, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted. A public hearing will also be heard by the Deadwood City Commission at 5:00 p.m. on Monday, July 17<sup>th</sup> at the same location.

**NOTICE IS FURTHER GIVEN**, that the proposed request for a Bed and Breakfast Establishment is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**ANY** interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the applications for a Conditional Use Permit and to inform you of the type of use being requested.

If you have any questions, please feel free to contact our office at 605-578-2082.

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



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

**PLANNING AND ZONING MEETING  
BOARD OF ADJUSTMENT  
STAFF REPORT  
June 14, 2023**

**APPLICANT:** Jay and Pam Smith

**PURPOSE:** Application for CUP – Bed and Breakfast Establishment

**GENERAL LOCATION:** 5 Burlington Street

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (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:** All legal obligations have been completed.

**ZONE:** R1 Residential

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**STAFF FINDINGS:**

Surrounding Zoning:

North: R2 - Multi-Family Residential  
South: R1 - Residential  
East: R1 - Residential  
West: R1 - Residential

Surrounding Land Uses:

Townhouses  
Residential Housing  
Residential Housing  
Residential Housing

**SUMMARY OF REQUEST**

The applicants have submitted a request for a Conditional Use Permit to operate a Bed and Breakfast Establishment in the accessory building [7 Burlington] at their resident located at 5 Burlington Street. The subject property is in the Peck Garden Neighborhood and surrounded by residential homes and multi-family townhomes.

## FACTUAL INFORMATION

1. The property is currently zoned R1 - Residential.
2. The site was built in 1950 and was originally a gun shop known as Lock, Stock and Barrel.
3. The subject property has access from Burlington Street with off street parking.
4. The subject property is located within a R1 Residential zoning district adjacent to R2 Multi-Family zoning district.
5. The property is not located within a flood zone.
6. Adequate public facilities are available to serve the property.
7. The area is characterized by a mixture of single-family dwellings and multi-family dwellings.

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## STAFF DISCUSSION

The applicants have submitted a request for a Conditional Use Permit for a Bed and Breakfast establishment and City regulations permit Bed and Breakfast establishments in R1- Residential District with an approved Conditional Use Permit. The subject property was originally a gun shop, then the applicant's mothers house, and the house is now vacant. The applicants indicate they intend convert the house for their operation. According to their application, they have adequate off-street parking.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law defines a Bed and Breakfast as the following:

**“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.

**Jay and Pam Smith intend to rent the small house for their operation.**

1. No bed and breakfast home shall be located on a lot closer than two hundred (200) feet or eight residences, whichever is greater, from any other lot containing a bed and breakfast home. However, the planning and zoning commission may waive the distance limitation if the structure is listed on the

National Register of Historic Places or eligible for individual listing on the National Register of Historic Places. The Deadwood building inspector shall inspect the premises to ensure compliance with the Building Code;

**In this instance there are no bed and breakfasts within the two hundred feet required buffers.**

2. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board. The subject residence proposed for a bed and breakfast shall be required to provide the following: Off-street parking for four vehicles.

**The Deadwood Zoning Code requires a bed and breakfast establishment to be occupied by the owner(s). The code also states a requirement of one off-street parking space per guestroom in section 17.64.060 of the ordinance book. The property does have four off street parking spaces on site.**

#### **COMPLIANCE:**

1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 10.10.B.
2. A sign was posted on the property for which the requests were filed.
3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

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

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

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

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with a Bed and Breakfast. This area has a mixture of single family and townhome dwellings.*

- 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 low to medium density residential. Medium density residential is designed to provide apartment and multi-family dwellings as well as parks and recreation areas. There are no B&Bs within 200 feet of the proposed B&B.*

- 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.

*If the applicant only uses off street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the proposed use would 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 will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, 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 proposed use would not increase the proliferation of non-conforming uses. The subject residence is in an area that does not have additional bed and breakfasts nearby and the new ordinance changes limited the number of Bed and Breakfast establishments through a buffer requirement. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be 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 will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.*

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the issuance 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. The Bed and Breakfast Establishment must be owner occupied.
3. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
4. Proof that the Building Inspector has inspected the building and it meets all the building codes.
5. City water and sewer rates to be changed from residential to commercial rates.
6. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
7. Proof of City of Deadwood Business License.
8. Obtain lodging license after inspection from the South Dakota Department of Health.
9. All parking shall be off street.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approve / Deny by the Planning and Zoning Commission.
2. Approve / Deny by the Board of Adjustment.

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



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

Section 10 Item a.

Application No. \_\_\_\_\_

## APPLICATION FOR CONDITIONAL USE PERMIT

**Application Fee: \$200.00**

**Applicants:** Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Name of Proposed Development: Burlington Bed and Breakfast

Street Location of Property: 5 Burlington Street

Legal Description of Property: Peck's Garden s/D Lot 4  
PLAT BK1 PG284

Zoning Classification of Property: R1

Name of Property Owner: Jay and Pam Smith Telephone: (605) 580-5498

Address: 5 Burlington Street Deadwood SD 57732  
Street City State Zip

Name of Applicant: Jay and Pam Smith Telephone: (605) 580-5932

Address: 5 Burlington Street Deadwood SD 57732  
Street City State Zip

**1. The following documents shall be submitted:**

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A written statement addressing the criteria for approval.

Uses of Building or Land: residential / Bed and Breakfast

Signature of Applicant: Jay M Smith Pam Smith Date: June 1, 2023

Signature of Property Owner: Jay M Smith Pam Smith Date: June 1, 2023

Fee: \$ 200.00 Paid On 6/9/2023 Receipt Number 20186067

Legal Notice Published Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_

<b>PLANNING AND ZONING ADMINISTRATOR:</b>			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
<b>PLANNING AND ZONING COMMISSION:</b>			
Approved/P&Z Commission:	Yes	No	Date: _____
<b>DEADWOOD BOARD OF ADJUSTMENT:</b>			
Approved/City Commission:	Yes	No	Date: _____

Reason for Denial (if necessary): \_\_\_\_\_



June 1, 2023

Development Plan for Bed and Breakfast

5 Burlington Street, Deadwood

The house on our property is now vacant after the death of my mother, Deloris Stratton. Jay and I would like to convert the house into a Bed and Breakfast establishment. We live in a house on the same property. For years (since the mid 70's) that building was a gun shop run by my father, Glenn Stratton.

We feel a Bed and Breakfast would be the perfect use of the house. It is close to a trolley stop, within walking distance of downtown Deadwood, and across the street from the Mickelson Trail. We live on the property and would provide upkeep and supervision. It is a small house and would accommodate 4 people at the most. It has one bed and one bath with a sleeper sofa in the living room. There is off-street parking and garbage cans are kept in the garage.

Jay and I are lifelong residents of Deadwood and love where we live. We have taken care of lots of people in our lives and hospitality is one of our strong suits. Jay will be home full time. I am a teacher at Lead-Deadwood Elementary School and would be home full-time during the summer months. We will provide a comfortable, clean, and aesthetically pleasing home away from home for visitors to the Black Hills. We will strive to keep our neighborhood a quiet, clean, family-friendly place to live.

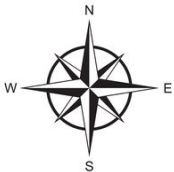
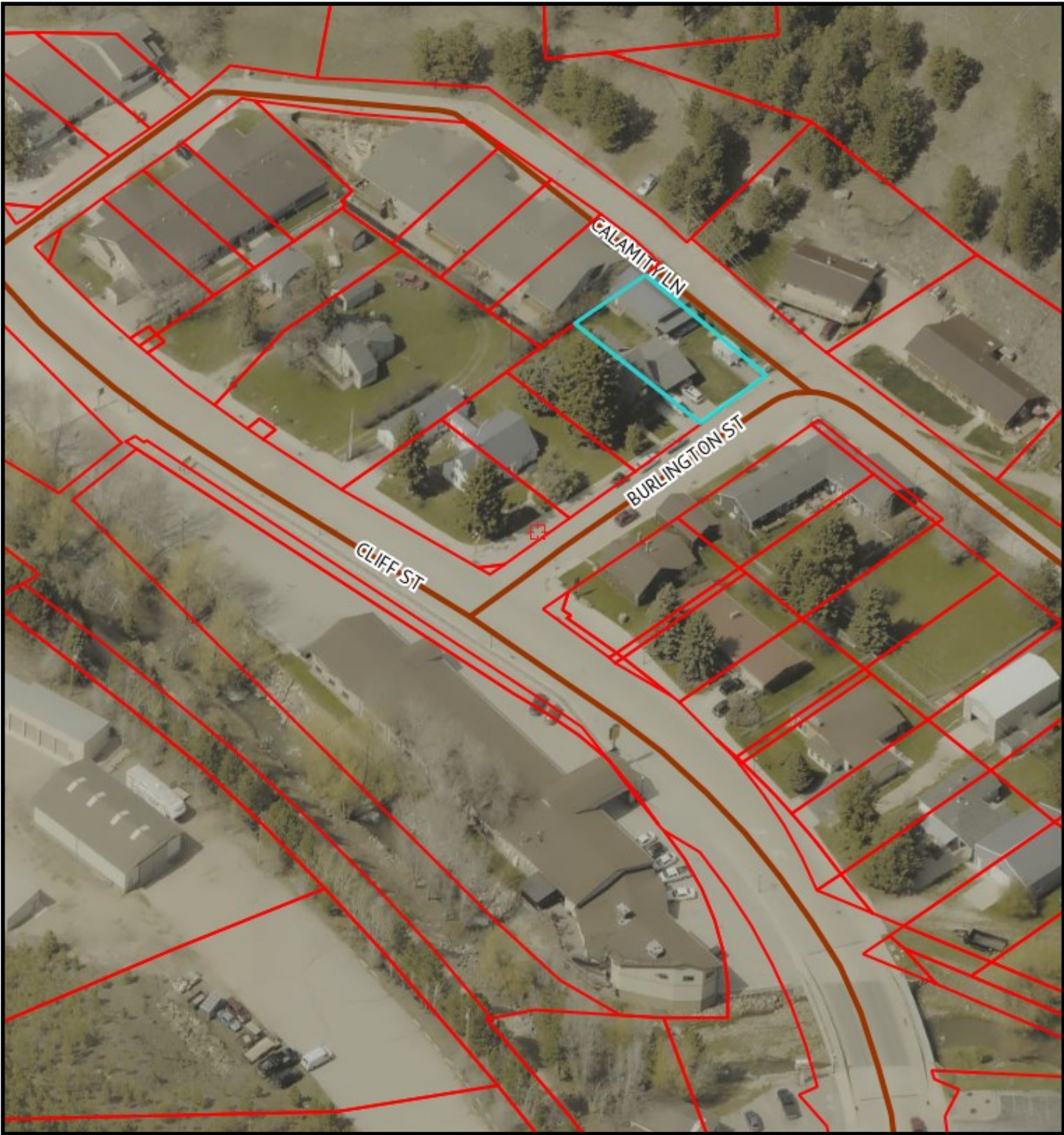
As we begin pursuing this venture, we realize there are improvements we must make to the house to meet building codes such as egressed windows in the bedroom and extra fire alarms. We also need to get a tax certificate, lodging license, and Deadwood Business License. We do not want to get the cart before the horse, however, and our main concern at this point is the Conditional Use Permit.

Thank you for your consideration.

Jay and Pam Smith

605-580-5408

605-580-5932



**REQUEST FOR A CONDITIONAL USE PERMIT**  
**JAY AND PAM SMITH**  
**5 BURLINGTON STREET**



**NOTICE OF PUBLIC HEARING  
BEFORE THE DEADWOOD PLANNING AND ZONING COMMISSION**

City of Deadwood  
Planning and Zoning Commission  
Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN**, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations for a single unit Bed & Breakfast as allowed under Section 17.24.030 Conditional Uses under Home Occupation.

**APPLICANTS:** Jay and Pam Smith

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (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.

**ADDRESS:** 5 Burlington Street

**ZONE:** R1 Residential District

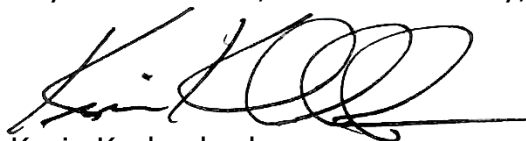
**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 5, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

**NOTICE IS FURTHER GIVEN**, that the proposed request for a Home Occupation is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**ANY** interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

Dated this 14<sup>th</sup> of June 2023

City of Deadwood, Lawrence County, South Dakota



Kevin Kuchenbecker  
Planning, Zoning and Historic Preservation Officer

**PUBLISH:** Black Hills Pioneer: June \_\_\_\_\_, 2023

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

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

## Public Notification

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Date: June 16, 2023  
To: Deadwood Property Owner / Resident  
From: Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
RE: Request for Conditional Use Permit for Bed & Breakfast

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**NOTICE IS HEREBY GIVEN**, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Bed and Breakfast Establishment as allowed under Section 17.24.030 Conditional Uses under Bed & Breakfast.

**APPLICANT(S):** Jay and Pam Smith

**LEGAL DESCRIPTION:** LOTS THREE (3) AND FOUR (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.

**ADDRESS:** 5 Burlington Street

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 5, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted. A public hearing will also be heard by the Deadwood City Commission at 5:00 p.m. on Monday, July 17<sup>th</sup> at the same location.

**NOTICE IS FURTHER GIVEN**, that the proposed request for a Bed and Breakfast Establishment is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**ANY** interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the applications for a Conditional Use Permit and to inform you of the type of use being requested.

If you have any questions, please feel free to contact our office at 605-578-2082.



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



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

**PLANNING AND ZONING MEETING  
BOARD OF ADJUSTMENT  
STAFF REPORT  
June 23, 2023**

**APPLICANT:** Hueners Living Trust and John & Sharon Martin

**PURPOSE:** Adjusting Property Lines

**GENERAL LOCATION:** Stage Run Addition

**LEGAL DESCRIPTION:** PLAT OF LOTS 21A AND 22A, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA FORMERLY LOTS 20 REVISED, 21 AND 22, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** R1 – Residential District

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 – Residential  
South: Future Development Area  
East: R1- Residential  
West: R1 - Residential

Surrounding Land Uses:

Residential Dwellings  
Vacant Land  
Residential Dwellings  
Residential Dwellings

**SUMMARY OF REQUEST**

The purpose of this final plat is to facilitate adjusting the lot lines for Lots 20 Revised, 21, and 22. Lot 20 was revised on June 7, 2023 to add the drainage area behind it. This plat creates Lots 21A and 22A.

## **FACTUAL INFORMATION**

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1. The property is currently zoned R1 - Residential.
2. Lot 21A is comprised of 0.584 Acres $\pm$ .  
Lot 22A is comprised of 0.283 Acres $\pm$ .
3. The subject property is located within a R1- Residential Zoning designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by residential homes.

## **STAFF DISCUSSION**

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The subject properties are owned by legal entities, and they desire to divide the lot between theirs to increase the size of their lots. The lots meet the area and bulk requirements for square footage.

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

## **ACTION REQUIRED:**

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1. Approval/Denial by Deadwood Planning and Zoning
2. Approval/Denial by Deadwood Board of Adjustment

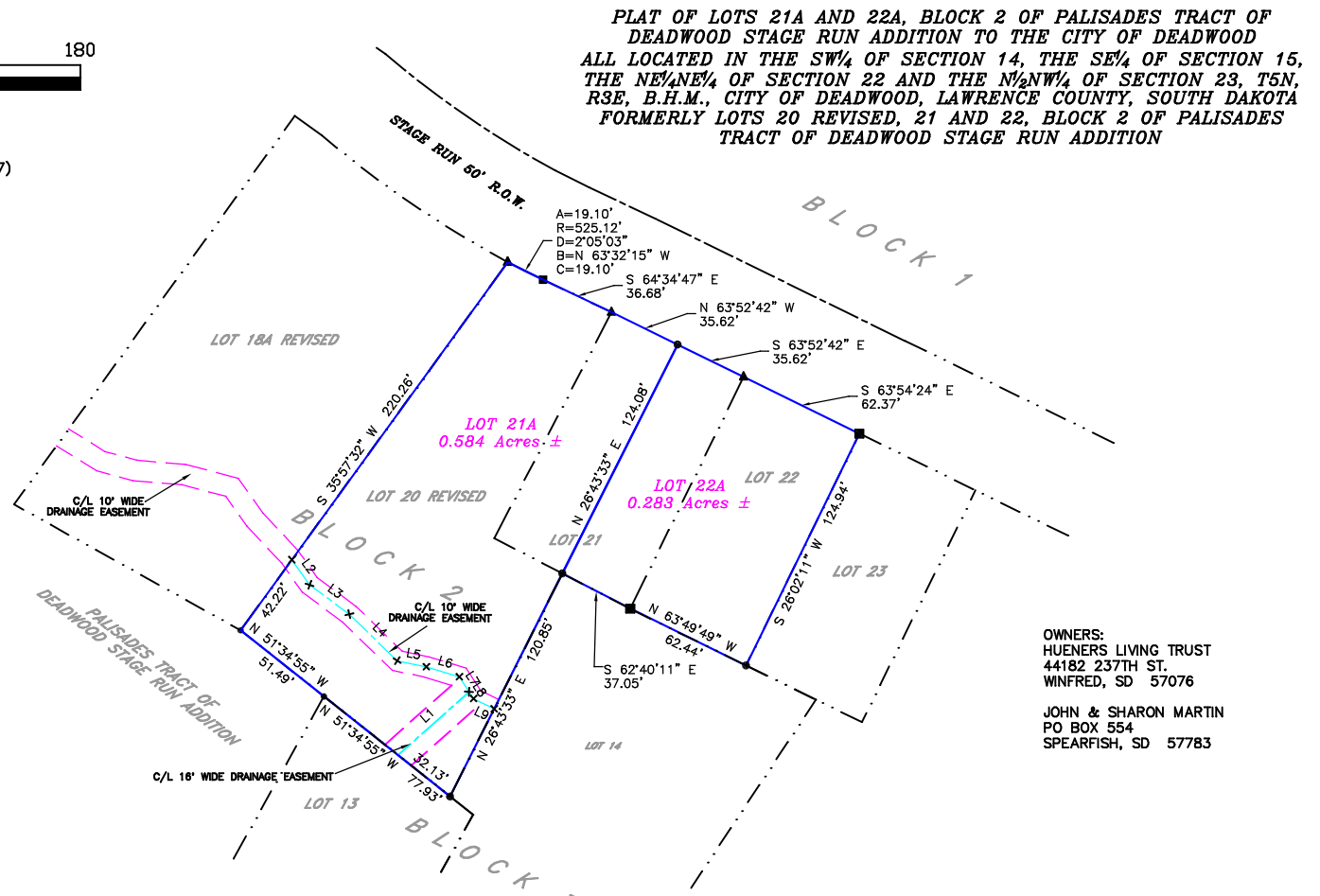
0 60 120 180



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



LINE	BEARING	DISTANCE
L1	S 48°17'10" W	46.08'
L2	S 35°22'11" E	14.33'
L3	N 53°29'27" W	23.87'
L4	N 45°44'50" W	32.36'
L5	N 78°19'55" W	14.45'
L6	N 73°12'58" W	16.69'
L7	S 32°48'48" E	8.65'
L8	S 32°48'48" E	3.95'
L9	N 63°44'14" W	11.13'



PLAT OF LOTS 21A AND 22A, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼ OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T6N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA FORMERLY LOTS 20 REVISED, 21 AND 22, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION

OWNERS:  
 HUENERS LIVING TRUST  
 44182 237TH ST.  
 WINFRED, SD 57076  
 JOHN & SHARON MARTIN  
 PO BOX 554  
 SPEARFISH, SD 57783

**SURVEYOR'S CERTIFICATE**

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

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

**OWNER'S CERTIFICATE**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

LAWRENCE COUNTY TREASURER: \_\_\_\_\_

**APPROVAL OF HIGHWAY AUTHORITY**  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

HIGHWAY AUTHORITY: \_\_\_\_\_

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

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN

ATTEST: \_\_\_\_\_ CITY PLANNER

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

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_ FINANCE OFFICER \_\_\_\_\_ MAYOR

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

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

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: \_\_\_\_\_

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

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

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



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

Date:	6/12/2023
Drawn By:	L. D. Vrem
Project No.:	23-201
Dwg. No.:	23-201.dwg

OFFICE OF  
**Planning & Zoning**  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-5084

**TRENT MOHR**  
Building Inspector  
Dept. of Planning & Zoning  
Telephone: (605) 578-2082  
Fax: (605) 578-2084

*"The Historic City of the Black Hills"*  
Deadwood, South Dakota 57732



## **MEMORANDUM**

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**Date:** June 29, 2023  
**To:** Mayor Dave Ruth Jr. and City Commissioners  
**Re:** Proposed Ordinance Changes

---

I am proposing changes to the following ordinances.

### **15.01.020 Exceptions And Amendments.**

Subsection "I" should indicate that only Section R302.13 not the entirety of Section R302 of the 2021 International Residential Code is not adopted in Deadwood.

### **15.20.010 Life Safety Code**

The intent is to repeal this ordinance. The 1988 edition of NFPA 101 is outdated. The most current edition of NFPA 101 is referenced by our adopted building code and it is not necessary to adopt NFPA 101 separately.

### **17.60.100 Fire And Life Safety**

The purpose of this amendment is to remove the reference to outdated codes and standards. The proposed amendment would require compliance with Title 15. The requirements found in Title 15 include the building code, the utility construction code, local requirements of the plumbing code, house moving, signs, wayfinding, and flood hazard protection regulations.

There is no budget impact to the City for these proposed ordinance changes.

Respectfully Submitted,



OFFICE OF  
**Planning & Zoning**  
108 Sherman Street  
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**TRENT MOHR**  
Building Inspector  
Dept. of Planning & Zoning  
Telephone: (605) 578-2082  
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*"The Historic City of the Black Hills"*  
Deadwood, South Dakota 57732



A handwritten signature in black ink, appearing to read "Trent Mohr".

Trent Mohr  
Building Inspector

**CITY OF DEADWOOD  
ORDINANCE 1374**

**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 “17.60.100 Fire And Life Safety” of the Deadwood Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

17.60.100 Fire And Life Safety

All development shall meet the applicable requirements of UBC, NFPA 101, UFC.

(Ord. 831 § 6.23, 1992)

**AFTER AMENDMENT**

17.60.100 Fire And Life Safety

All development shall meet the applicable requirements of ~~UBC, NFPA 101, UFC~~ Title 15 Buildings and Construction in the Code of Ordinances of the City of Deadwood.

(Ord. 831 § 6.23, 1992)

**SECTION 2:** EFFECTIVE DATE This Ordinance shall be in full force and effect from August 9, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1375**

**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** “15.01.020 Exceptions And Amendments” of the Deadwood Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

15.01.020 Exceptions And Amendments

- A. The following sections and subsections of the International Residential Code 2021 allows for unvented room heaters under conditions set forth in Section G2445 (621). This section is inconsistent with the safety and welfare of the citizens of the city of Deadwood. This section shall therefore be deleted and excepted from the codes adopted by 15.01.010, and replaced by the following: No unvented or direct fired fuel-burning equipment shall be installed or used to provide comfort heating within any occupancy group other than Group S or U.
- B. Section R313 of the International Residential Code 2021 is not adopted. An automatic fire sprinkler system shall not be required in one and two family dwellings. If an automatic fire sprinkler is installed it shall be designed and installed in accordance with section P2904 of the currently adopted International Residential Code or NFPA 13D.
- C. This ordinance shall not apply to mobile or manufactured homes as defined in SDCL ch. 32-7A which are constructed in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of construction.
- D. This ordinance shall not apply to any specialty resort or vacation home establishment as defined in SDCL ch. 34-18 that is constructed in compliance with the requirements of Group R-3 of the 2021 edition of the International Building Code.
- E. Specifically, the City of Deadwood prohibits non-metallic sheathed cable (defined as a factory assembly of two (2) or more insulated conductors having an outer sheath of moisture-resistant, flame-retardant, nonmetallic material) specifically Types NM, NMC and NMS cables, from being used in hotels, motels, gaming establishments, commercial, mercantile, industrial, institutional, and public buildings.
- F. Any building within the city which has or needs an electrical service entrance of more than two hundred (200) amps single-phase or three-phase shall be equipped with an electrical disconnect device located on the exterior of the building in a location approved by the building inspector. Compliance with this requirement shall be required whenever a building permit is issued or whenever any major work is done on a building's electrical system.
- G. Section A101 of Appendix A of the International Property Maintenance Code 2021 is

hereby amended to read as follows: All windows and doors shall be boarded in an approved manner set forth by the Deadwood Historic Preservation Commission to prevent entry by unauthorized persons and shall be an approved design set forth by said Commission that is compatible with the color scheme of the existing structure.

- H. The Insulation and fenestration requirements for dwelling units constructed according to the adopted International Residential Code are:

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT<sup>a</sup>

<u>Clim</u> <u>ate</u> <u>Zone</u>	<u>Fenes</u> <u>tratio</u> <u>n U-</u> <u>Factor</u> <u>b</u>	<u>Skyli</u> <u>ght<sup>b</sup></u> <u>U-</u> <u>Facto</u> <u>r</u>	<u>Glazed</u> <u>Fenest</u> <u>ration</u> <u>SHGC</u> <u>b</u>	<u>Ceili</u> <u>ng</u> <u>R-</u> <u>Value</u> <u>h</u>	<u>Wood</u> <u>Frame</u> <u>Wall</u> <u>R-</u> <u>Value</u> <u>Value</u>	<u>Mass</u> <u>Wall</u> <u>R-</u> <u>Value</u> <u>g</u>	<u>Floor</u> <u>R-</u> <u>Valu</u> <u>e</u>	<u>Basem</u> <u>ent<sup>c</sup></u> <u>Wall</u> <u>R-</u> <u>Value</u>	<u>Slab<sup>d</sup></u> <u>R-</u> <u>Value</u> <u>&amp;</u> <u>Depth</u>	<u>Crawl</u> <u>Space<sup>e</sup></u> <u>Wall R-</u> <u>Value</u>
6	0.30	0.55	NR	49	19 or 13 + 5 <sup>f</sup>	15/19	30e	10/13	10, 4 ft	10/13

For SI: 1 foot = 304.8mm  
NR = Not Required

- <sup>a</sup>. R-values are minimums. U-factors and solar heat gain coefficient (SHGC) are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table
- <sup>b</sup>. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- <sup>c</sup>. The first R-value applies to continuous insulation which is allowed to be applied at the time of finishing the basement, the second to framing cavity insulation; either insulation meets the requirement.
- <sup>d</sup>. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab edge insulation for heated slabs shall not be required to extend below the slab.
- <sup>e</sup>. Alternatively, insulation sufficient to fill the framing cavity providing not less than an R-value of R-19.
- <sup>f</sup>. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.
- <sup>g</sup>. The second R-value applies when more than half the insulation is on the interior.
- <sup>h</sup>. The minimum R-value for ceilings is further based on a minimum 6-inch (152 mm) heel height to allow the ceiling insulation to extend over the top plate.

- I. Section R302 of the International Residential Code 2021 is not adopted.
- J. Changes in occupancy, additions, alterations, or new construction of any structure intended to be used as a cannabis cultivation, manufacturing, or testing facility shall require design and administration by a registered design professional.

(Ord. 1296, 2019; Ord. 1293 (part), 2019; Ord. 1286 (part), 2019; Ord. 1187, 2013; Ord. 1168, 2011)

## AFTER AMENDMENT

### 15.01.020 Exceptions And Amendments

- A. The following sections and subsections of the International Residential Code 2021 allows for unvented room heaters under conditions set forth in Section G2445 (621). This section is inconsistent with the safety and welfare of the citizens of the city of Deadwood. This section shall therefore be deleted and excepted from the codes adopted by 15.01.010, and replaced by the following: No unvented or direct fired fuel-burning equipment shall be installed or used to provide comfort heating within any occupancy group other than Group S or U.
- B. Section R313 of the International Residential Code 2021 is not adopted. An automatic fire sprinkler system shall not be required in one and two family dwellings. If an automatic fire sprinkler is installed it shall be designed and installed in accordance with section P2904 of the currently adopted International Residential Code or NFPA 13D.
- C. This ordinance shall not apply to mobile or manufactured homes as defined in SDCL ch. 32-7A which are constructed in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of construction.
- D. This ordinance shall not apply to any specialty resort or vacation home establishment as defined in SDCL ch. 34-18 that is constructed in compliance with the requirements of Group R-3 of the 2021 edition of the International Building Code.
- E. Specifically, the City of Deadwood prohibits non-metallic sheathed cable (defined as a factory assembly of two (2) or more insulated conductors having an outer sheath of moisture-resistant, flame-retardant, nonmetallic material) specifically Types NM, NMC and NMS cables, from being used in hotels, motels, gaming establishments, commercial, mercantile, industrial, institutional, and public buildings.
- F. Any building within the city which has or needs an electrical service entrance of more than two hundred (200) amps single-phase or three-phase shall be equipped with an electrical disconnect device located on the exterior of the building in a location approved by the building inspector. Compliance with this requirement shall be required whenever a building permit is issued or whenever any major work is done on a building's electrical system.
- G. Section A101 of Appendix A of the International Property Maintenance Code 2021 is hereby amended to read as follows: All windows and doors shall be boarded in an approved manner set forth by the Deadwood Historic Preservation Commission to prevent entry by unauthorized persons and shall be an approved design set forth by

said Commission that is compatible with the color scheme of the existing structure.

- H. The Insulation and fenestration requirements for dwelling units constructed according to the adopted International Residential Code are:

#### INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT<sup>a</sup>

<u>Clim</u> <u>ate</u> <u>Zone</u>	<u>Fenes</u> <u>tratio</u> <u>n U-</u> <u>Factor</u> <u>b</u>	<u>Skyli</u> <u>ght<sup>b</sup></u> <u>U-</u> <u>Facto</u> <u>r</u>	<u>Glazed</u> <u>Fenest</u> <u>ration</u> <u>SHGC</u> <u>b</u>	<u>Ceili</u> <u>ng</u> <u>R-</u> <u>Value</u> <u>h</u>	<u>Wood</u> <u>Frame</u> <u>Wall</u> <u>R-</u> <u>Value</u>	<u>Mass</u> <u>Wall</u> <u>R-</u> <u>Value</u> <u>g</u>	<u>Floo</u> <u>r R-</u> <u>Valu</u> <u>e</u>	<u>Basem</u> <u>ent<sup>e</sup></u> <u>Wall</u> <u>R-</u> <u>Value</u>	<u>Slab<sup>d</sup></u> <u>R-</u> <u>Value</u> <u>&amp;</u> <u>Depth</u>	<u>Crawl</u> <u>Space<sup>e</sup></u> <u>Wall R-</u> <u>Value</u>
6	0.30	0.55	NR	49	19 or 13 + 5 <sup>f</sup>	15/19	30e	10/13	10, 4 ft	10/13

For SI: 1 foot = 304.8mm

NR = Not Required

- <sup>a</sup>. R-values are minimums. U-factors and solar heat gain coefficient (SHGC) are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table
- <sup>b</sup>. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
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- <sup>d</sup>. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab edge insulation for heated slabs shall not be required to extend below the slab.
- <sup>e</sup>. Alternatively, insulation sufficient to fill the framing cavity providing not less than an R-value of R-19.
- <sup>f</sup>. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.
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- I. Section R302.13 of the International Residential Code 2021 is not adopted.
- J. Changes in occupancy, additions, alterations, or new construction of any structure intended to be used as a cannabis cultivation, manufacturing, or testing facility shall

require design and administration by a registered design professional.

(Ord. 1296, 2019; Ord. 1293 (part), 2019; Ord, 1286 (part), 2019; Ord. 1187, 2013: Ord. 1168, 2011)

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 9, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1376**

**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** “15.20.010 Life Safety Code--Adopted” of the Deadwood Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

15.20.010 Life Safety Code--Adopted

The Life Safety Code, 1988 edition (NFPA 101), is adopted and incorporated into this code by reference. A printed copy of such code shall be on file in the office of the city auditor.

(Prior code § 33-104)

**AFTER AMENDMENT**

15.20.010 Life Safety Code--Adopted

~~The Life Safety Code, 1988 edition (NFPA 101), is adopted and incorporated into this code by reference. A printed copy of such code shall be on file in the office of the city auditor.~~

(Prior code § 33-104)

**SECTION 2:**        **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 9, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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





**ORDINANCE NUMBER 1377**  
**SUPPLEMENTAL BUDGET APPROPRIATION #4 FOR 2023**

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

**FUND 0101 GENERAL FUND**

Fire Equipment: \$109,300.00

Source of Revenue:

Truck Reserve Account: \$109,300.00

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 17, 2023  
Second Reading: August 7, 2023  
Published: August 10, 2023  
Adopted: August 10, 2023

**CITY OF DEADWOOD  
ORDINANCE 1378**

**ORDINANCE #1378 AN ORDINANCE AMENDING CHAPTER 5.04 ALCOHOLIC  
BEVERAGES**

**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** “5.04.090 License Fees” of the Deadwood Municipal Code is hereby *amended* as follows:

**AMENDMENT**

5.04.090 License Fees

Annual License Type	Initial Fee	Renewal Fee
Retail (on-off sale) malt beverage (RB) and Retail (on-off sale) South Dakota farm wine	\$300.00	\$300.00
On Premises Retail (on-sale) liquor license (RL)	\$1,500.00	\$1,500.00
Package (off-sale) liquor license (PL)	\$500.00	\$500.00
Retail (on-off sale) wine license (RW)	\$500.00	\$500.00
Convention facility (on-sale) license (CL)	\$100,000.00	\$1,500.00
Retail (on-sale) liquor - restaurant	\$100,000.00	\$1,500.00
Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer	\$ <del>100</del> 50 per day not to exceed 15 consecutive days	<p><u>All fees related to Special Alcohol Beverage License are listed in the city fee schedule which is set and amended by resolution.</u></p> <p><del>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</del></p>

All fees not otherwise specifically set by this section may be set by resolution of the Deadwood City Commission.

(Ord. 1309 (part), 2020; Ord. 1275 (part), 2018; Ord. 1225 (part), 2015)

**SECTION 2:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 30, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1379**

**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** “12.20.030 City May Cause To Be Removed” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

12.20.030 City May Cause To Be Removed

If the record owner of any building or lot fails or neglects to remove snow and ice from the sidewalk adjoining the property within twenty-four (24) hours after the same has fallen or formed, or who deliberately or intentionally places snow or ice on a public street or right-of-way in such a way as to obstruct the normal flow of vehicular or pedestrian traffic, the city public works director or his or her designee may arrange for an independent contractor to remove the snow and ice. The city may also, at its discretion, remove the snow or ice if it deems such action appropriate. In either case, the city shall be entitled to a fifty-dollar (\$50.00) fee for the costs of arranging the removal plus the actual cost paid to the contractor or, in the event the removal is done by city employees, the sum of One Hundred Fifty Dollars (\$150.00), which is listed in the city fee schedule which is set and amended by resolution. ~~seventy-one dollars and fifty cents (\$71.50)~~ plus material per hour for each employee. Such sums shall be recoverable by the same legal means as for the recovery of other nuisance abatements, including, but not limited to, direct billing of the property owner, assessment of the sum against the property itself, or by bringing an action against the property owner. Each day the record owner fails to remove the snow and ice, after notice as provided for in this section, shall constitute a separate violation of this chapter and shall be subject to a civil fine in an amount not to exceed one hundred dollars (\$100.00) per day for each separate violation.

(Ord. 1240 (part), 2015; Ord. 1059, 2006: prior code § 27-402)

**SECTION 2:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 30, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1380**

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

**SECTION 1:**            **AMENDMENT** “17.53.040 Exception” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.040 Exception

- A. This ordinance shall not apply to transient commercial use of residential property for remuneration for a period of fourteen (14) days or less during the month of August, commencing four days immediately preceding the official start of the Sturgis Motorcycle Rally and ending three days after the end of the Sturgis Motorcycle Rally each year.
- B. Vacation home establishments may be allowed in planned unit developments with an approved plan through the planning and zoning commission and city commission where said vacation home establishments are adjacent and contiguous to one another with the percentage of lots dedicated to vacation home establishments not exceed 10% of the total number of platted lots within the planned unit development served by improvements complying with Chapter 16.05.020.
- C. Vacation home establishments shall remain prohibited in R1 and R2 zoning districts within the boundaries of the Deadwood City Limits .

(Ord.  
1022  
(part),  
2004)

**SECTION 2:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 30, 2023 and after the required approval and publication according to law.



PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1381**

**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** “12.24.025 Safety Committee” of the Deadwood Municipal Code is hereby *amended* as follows:

**AMENDMENT**

12.24.025 ~~Safety~~Event Committee

There shall be established a event ~~safety~~ committee, appointed by the city commission, to review all applications for permits under this chapter. Such committee shall investigate all applications for permits under this chapter and make recommendations to the city commission for final action.

(Ord. 1183 (part), 2012)

**SECTION 2:**        **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 30, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

INVOICE

CONNELL EQUIPMENT LEASING COMPANY

A DIVISION OF CONNELL FINANCE COMPANY, INC.

TELEPHONE  
(908) 673-3770

FAX (908) 673-3800

www.connellco.com

300 CONNELL DRIVE

BERKELEY HEIGHTS, NJ 07922 USA

For billing inquiries: celhelp@connellco.com

BILL TO:

LOCATION:

CITY OF DEADWOOD  
ATTN: ACCOUNTS PAYABLE  
102 SHERMAN STREET  
DEADWOOD SD 57732

CITY OF DEADWOOD  
62 1/2 DUNLAP AVENUE  
DEADWOOD SD 57732-1533

INVOICE: IN 148384  
CUSTOMER PO:  
CURRENCY: US DOLLARS

INVOICE DATE: 7/12/2023  
DUE DATE: 8/1/2023  
BILLING CODE: 00229-001

RENT FOR 7/1/2023 THROUGH 6/30/2024

REF. NUMBER	SERIAL NUMBER	PO NUMBER	EQUIPMENT TYPE	AMOUNT
53657	S30-11376		2023 SWEEPER (RIDER, GAS)	16,787.65

Make: TENNANT

Model: S30 (GAS)

Parks  
434

Subtotal	16,787.65
Tax Total	0.00
Invoice Total	\$ 16,787.65

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 13, 2023  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Permission to enter into a contract with State Archaeological Research Center for FEMA Project

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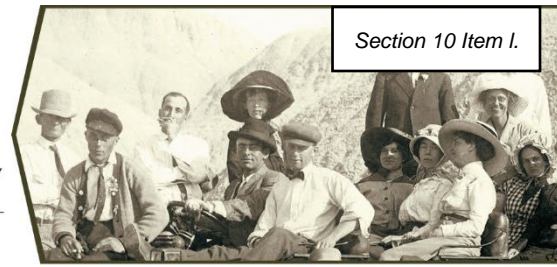
As part of the Whitewood Creek FEMA Project archaeological investigation needs to be completed in the area of the former Burlington Northern Roundhouse. As part of the pre-construction, exploratory trenching will be performed to examine this area by city staff with oversight and direction from the State Archaeological Research Center.

The Historic Preservation Office has received a quote from the Archaeological Research Center with the South Dakota State Historical Society to oversee and conduct the archaeological work associated with the exploratory trenching. The proposed cost estimate is \$14,548.44 which will be a part of the FEMA project.

The Historic Preservation Commission reviewed this at their July 12, 2023 meeting and recommend entering into a contract with the State Archaeological Research Center in the amount of \$14,548.44 to be paid as part of the FEMA Project.

### **Recommended Motion:**

*Move to enter into a contract with the State Archaeological Research Center to conduct the archaeological work with the exploratory trenching of the former Burlington Northern Roundhouse in the amount of \$14,548.44 to be paid as part of the FEMA Project.*



June 30, 2023

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

RE: ARC Cost Estimate to Conduct the First Phase of Pre-Construction Trenching in Area 1C for the City of Deadwood's FEMA Project DR-4476-SD, Lawrence County, South Dakota.

Dear Mr. Kuchenbecker:

The City of Deadwood requested that the Archaeological Research Center (ARC), a program of the South Dakota State Historical Society, create a cost estimate for proposed pre-construction exploratory trenching to examine the remains of the Burlington Northern Roundhouse. This work is part of the City of Deadwood's Federal Emergency Management Agency (FEMA) public assistance project DR-4476-SD located along Whitewood Creek in Deadwood, South Dakota. The pre-construction trenching will be confined to Area 1C and will be considered Phase I, to identify the presence or absence of the former Burlington Northern Roundhouse. This document will serve as a cost estimate for the ARC to complete the trench monitoring work.

This estimate (see Table 1) includes the cost of:

- ARC staff to obtain and georeference necessary maps to pinpoint the former location of the Roundhouse within the APE
- two ARC crew members to travel to and conduct trenching monitoring, including the identification and examination of cultural resources
- ARC to subcontract with a qualified geomorphologist to examine and interpret soils
- ARC staff to compile a technical report of the trenching findings, including a record search and project maps
- ARC staff to process and catalog artifacts recovered from the proposed work
- miscellaneous administrative costs associated with logistics and invoicing

This cost estimate reflects the Phase I goal of *identification*. Additional excavation, artifact collection, or artifact cataloging may be subsumed under Phase II and require additional time and work, thus incurring additional costs. Any additional testing or site documentation will likely result in increased time needed to complete the final report.

Please do not hesitate to contact me with any questions about this estimate. We will not initiate fieldwork until we have received approval from your office.

June 30, 2023  
 Kevin Kuchenbecker  
 Page 2

**Table 1. Cost estimate for the City of Deadwood, FEMA Project DR-4476-SD, Pre-Construction Trenching Phase I, Lawrence County.**

<i>ARC Billing Rate: \$78.77*</i>		
<b>Task</b>	<b>Hours</b>	<b>Cost</b>
Pre-fieldwork planning: georeferencing, background research, and work plan	10	\$787.70
Travel time and monitoring for an ARC crew of two	80	\$6,301.60
Subcontracted geomorphologist (SDSMT) for 1 day	8	\$1,000.00
Report preparation, background research, and mapping	40	\$3,150.80
Artifact processing and cataloging	40	\$3,150.80
Administrative tasks (i.e., invoicing, logistics, etc.)	2	\$157.54
<b><i>Total</i></b>	<b>180</b>	<b>\$14,548.44</b>

\*This is a fixed rate determined by the State of South Dakota for FY2024.

Sincerely,



Cassie Vogt, MS  
 State Archaeologist


**Albertson Engineering Inc.**

605-343-9606 [www.albertsonengineering.com](http://www.albertsonengineering.com)  
Offices in Rapid City, Sioux Falls, & Winner

*Addendum #5  
to the Contract between  
Albertson Engineering and Client*

Date: June 22, 2023

**Structural Engineer (SE):**

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

**Client:**

City of Deadwood  
108 Sherman Street  
Deadwood, SD 57785

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

**ORIGINAL CONTRACT**

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

**BACKGROUND & SCOPE OF ADDITIONAL SERVICES**

As the project has progressed and changed in scope, the addition of underground utility scope has introduced the need to add a licensed electrical engineer to the project team. The original scope of work did not require these services and we are proposing to add West Plains Engineering, Inc. (WPE) to the design team to provide these services.

A portion of this electrical scope was required during construction document completion and bidding for Bid Package #1 and is in addition to the attached Exhibit A. These services have already been performed and completed by WPE and we are proposing the cost of these services within this Addendum.

For Bid Package #2, the scope of electrical work can be found in the attached Exhibit A document by WPE as well as general project management by Albertson Engineering Inc.

**ENGINEERING CHARGES FOR ADDENDUM #5**

The entirety of Addendum #5 shall be added to the existing Contract for this project. Compensation for services described herein for Addendum #5 shall be:

A lump sum fee of TWENTY EIGHT THOUSAND SIX HUNDRED dollars (\$28,600.00) in addition to the compensation stated in the original agreement, previous Addendums, and *PLUS* all applicable taxes and reimbursable expenses as outlined in the original agreement.

Progress payments for the Addendum #5 shall be as follows:

<u>Phase</u>	<u>Adden.#5 Fee</u>
1. BP 1 – Bidding	\$ 6,490
2. BP 2 – Construction Documents	\$15,730
3. BP 2 – Bidding	\$ 1,430
4. BP 2 - Construction Admin.	\$ 4,950
<hr/>	
<b>Total</b>	<b>\$28,600</b>

If needed for accounting purposes, the breakdown percentage of Addendum #5 per Site is the following:

- Site 1C            23%
- Site 1B            77%
- Total              100%

## TERMS AND CONDITIONS

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

Scope of work as outline in the attached proposal by West Plains Engineering, Inc. shall apply to the services covered by this Addendum.

## ADDITIONAL PROVISIONS

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

## AUTHORIZED ACCEPTANCE

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



\_\_\_\_\_  
ENGINEER (Signature)

\_\_\_\_\_  
CLIENT (Signature)



Mike Albertson, President  

---

*(Printed name and title)*

---

*(Printed name and title)*

6/22/2023  

---

*Date*

---

*Date*

mike@albertsonengineering.com  

---

*Email*

---

*Email*

**ATTACHMENTS**

1. Exhibit A – Proposal by West Plains Engineering, Inc. dated June 9, 2023.



RAPID CITY

1750 Rand Road ■ Rapid City, SD 57702  
 Ph: (605) 348-7455 ■ Fax (605) 348-9445

June 9, 2023

Jared Schippers, PE  
 Albertson Engineering Inc.  
 2202 West Main Street, Suite C  
 Rapid City, SD 57702

Re: Whitewood Creek Restoration – Bid Package #2  
 Deadwood, SD  
 Design Services Proposal

Dear Mr. Schippers:

We appreciate the opportunity to submit the following proposal to provide design services for the Whitewood Creek Restoration – Bid Package #2 in Deadwood, South Dakota. West Plains Engineering, Inc. (WPE) proposes to provide electrical engineering design services, as outlined in the following proposal.

The project will include design of replacement of the existing overhead electrical services with underground services to the city hall building, the First Baptist Church building, the Family Dollar building, and the residences on the west side of Whitewood Creek. The design work shall include coordination with the utility company for locations of new pad mount transformers, and primary conduit requirements.

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include electrical design for the preparation of construction documents as well as project oversight assistance with the contractor during the bidding and construction process. Please note the optional services listed below that are not currently part of this fee proposal. These optional services are intended to further define the scope and may be added by amendment to the agreement should you desire any of them.

Design services include site investigation. We have anticipated three design submittals at approximately 65%, 95%, and Construction Drawing design levels respectively for review by Owner. This proposal also includes Bid Phase services which include answering contractor questions and issuance of addendums as necessary. WPE will also attend a Pre-Bid meeting. This proposal also includes Construction Phase services which includes answering contractor questions, RFI's, shop drawing, preparation of any necessary change orders (change orders that add significant scope to the project shall require negotiation for additional design fees). WPE will attend a Pre-Construction meeting. Services will also

AN ENGINEERING SOLUTION CENTER  
[westplainsengineering.com](http://westplainsengineering.com)

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA

# Proposal for Engineering Services

**WEST PLAINS ENGINEERING, INC.**

include two interim site observations and a substantial completion site observation and associated reports. We will also provide a review of contractor supplied redlined as-built drawings and review of Operations and Maintenance manuals.

This proposal does not include the following optional services:

- Short circuit study, coordination study, arc flash analysis.
- Commissioning Services.
- Post-bid Value engineering and associated redesign. If these services are needed, they shall be provided on an hourly cost basis.
- Change orders resulting from a change in scope, as requested by the Owner – see below for additional services fees for these items.

We propose to provide design services, as described above for a lump sum fee of [redacted] plus tax. The fee is broken down as follows:

Site Investigation	
65% Construction Documents	
95% Construction Documents	
Final Construction Documents	
Bid Phase Services	
<u>Construction Administration</u>	
TOTAL	

WPE will provide pdf submittals of design documents for each submittal for printing and reproduction by others.

We have assumed that WPE will be furnish with base plans in ACAD electronic media format for us to perform our design.

Engineering Consultants fees will be billed on a monthly basis, to be included in the Structural Engineers regular billings. Monthly billings will be based on the level of completion of engineering services, with respect to the above breakdown of services. Mileage and expenses shall be billed as a reimbursable cost. Fees are due and payable upon Structural Engineer's receipt of corresponding related fees from Owner and shall be paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

# Proposal for Engineering Services

WEST PLAINS ENGINEERING, INC.

If the above is satisfactory, please include this proposal as an attachment to your contract for signature by our office.

Sincerely,



Matt VonHaden, P.E.  
Electrical Engineer

Attachments: WPE Schedule of Hourly Rates and Expenses



RAPID CITY

1750 Rand Road ■ Rapid City, SD 57702  
Ph: (605) 348-7455 ■ Fax (605) 348-9445

## Schedule of Hourly Rates and Expenses

### Hourly Rates

Personnel	Hourly Rate
Principal	\$240.00
Office Manager	\$200.00
Project Manager	\$175.00
Senior Project Engineer / Designer	\$150.00
Project Engineer / Designer	\$130.00
Designer II	\$105.00
Designer	\$85.00
Draftsperson II	\$75.00
Draftsperson	\$65.00
Administration / Clerical	\$60.00

### Reimbursable Expenses

Expense	Rate
Mileage	\$0.585/mile
Meals	At cost
Lodging	At cost
Miscellaneous i.e. outsourced printing, long distance phone calls, shipping, photography, etc.	At cost

All rates effective May 2022

AN ENGINEERING SOLUTION CENTER  
[westplainsengineering.com](http://westplainsengineering.com)

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA



# ESTIMATE

Section 10 Item n.

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

TO  
Central st  
parking lot

DATE 5/4/24

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1416	Seal coat + Cracks		500 <sup>00</sup>
		SD EXH 44 TY	10 <sup>20</sup>
		Total	510 <sup>20</sup>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

# ESTIMATE

Section 10 Item n.

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 5/4/23

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

\_\_\_\_\_

First Baptist church

TO

CITY HALL

CITY OF DEADWOOD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
18,382	59 FT seal coat + cracks		4595 <sup>50</sup>
	1 Paint Package		550 <sup>60</sup>
	38 Reg		5145 <sup>50</sup>
	2 H-C		
	3 C/H		105 <sup>61</sup>
	Crosswalk		5
		SD EXLTY	105
		<u>Total</u>	5250

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS



# ESTIMATE

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 5/4/23

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

Across from

CHUBBY chimpanzee

TO Pluma parking lot  
DEADWOOD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
11,978	59 FT SEAL COAT		2994 <sup>50</sup>
66	LF cracks		150 <sup>00</sup>
	1 Paint package		250 <sup>50</sup>
	17 Reg		3394
	2 H.C		69 <sup>28</sup>
	2 C/H		<u>78</u>
	<u>Total</u>	SD EXCISE TAX	3463

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

# ESTIMATE

Section 10 Item n.

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 5/4/23

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

\_\_\_\_\_

First Interstate  
Bank

TO

5 Herman st  
Parking lot  
DEADWOOD  
Front PART

QUANTITY	DESCRIPTION	PRICE	AMOUNT
36,431	sq Ft seal/cont		9107 <sup>75</sup>
1621	LF cracks		2431 <sup>50</sup>
	1 Paint packages		1100 <sup>00</sup>
	89 Reg		25
	1 H/L		12639
	13 c/H		257 <sup>96</sup>
	SD EXCISE TAX		
	<u>Total</u>		12,897 <sup>21</sup>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

**FOR IMMEDIATE RELEASE**

**Contact:** Historic Preservation Office  
City of Deadwood  
108 Sherman Street  
Deadwood, South Dakota 57732  
(605) 578-2082

July 7, 2023

**DEDICATION OF NEW OUTDOOR INTREPRETIVE SIGN**

**DEADWOOD, SD** - On Tuesday, July 18, 2023, at 11:00 a.m., the Deadwood Historic Preservation Commission and ZCN, LLC (Deadwood Mountain Grand) will unveil the newest outdoor interpretation marker at the junction of the Mickelson and Homestake Trails. This panel titled, ***“Partners in Land Preservation”***, discusses the conservation easement between ZCN, LLC (aka Deadwood Mountain Grand) and the Deadwood Historic Preservation Commission. The public is welcome to participate in this dedication.

On April 20, 2021, Dale and Earline Morris, the owners of Deadwood Mountain Grand, entered a conservation easement for the protection of the viewshed of McGovern Hill. Under this easement, the hillside would remain undeveloped, provide a public open space, preserve the historic viewshed for future generations and allow hikers and non-motorized vehicles accessibility through this parcel of land along the Homestake Trail.

If you have any questions regarding the dedication, please contact the Deadwood Historic Preservation Office at (605) 578-2082 or e-mail at [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com).

XXXX  
JPG attached to document

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: July 7, 2023

Organization: Lead - Deadwood AAU wrestling club

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

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

Contact Information:

Name: Samantha Burleson

Address: 507 Bleeker St. Lead, SD 57754

Phone #: 605-580-1059

Email: samanthaburleson05@gmail.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: July 22, 2023

Date of Raffle Drawing: July 22, 2023

Value of Raffle Prize: \$400 -

Proceeds will benefit: Lead - Deadwood AAU wrestling club

Office use only:

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