



City Commission Regular Meeting Agenda

Monday, November 21, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of November 7, 2022 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for November 21, 2022.

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

- a. Permission to increase wage for Parks Technician employee Matthew Johnson from \$20.27 to \$21.34 per hour effective November 16, 2022 after two years of service, which is 100% of prevailing wage.
- b. Remove Assistant Archivist, Barb Fosheim, from payroll effective November 1, 2022
- c. Accept resignation of Jeramy Russell, Planning and Zoning Administrator, effective December 23, 2022.
- d. Permission to hire Bridger Janvirin as part-time lifeguard at \$13.27 effective November 28, 2022, pending pre-employment screening.
- [e.](#) Permission for the Mayor to sign Tri-City Rubble Site Agreement with Adams Salvage Recycling & Recovery, LLC for operating the rubble site from December 2022 until December 31st, 2027.
- [f.](#) Permission to have Rasmussen Mechanical Services replace parts for both CRAC Units in City Hall at a cost not to exceed \$3,971.00. Repairs necessary from damage due to ineffective water softner. (To be paid from HP Capital Assets line item.)

- g. Permission to contract with American Engineering Testing for Geotechnical exploration and review for the Whitewood Creek Boardwalk Trail Reconstruction project at a cost of \$5,250.00. (To be paid from P&Z Professional Services line item.)
- h. Approve Special Alcohol License for First Gold to serve liquor at Event Complex Sunday, July 9 through Thursday, July 13, 2023 from noon to 10:00 p.m. for 3 Wheeler Rally Event. No public hearing necessary since license is on publicly owned property.
- i. Permission for fire department to order three sets of bunker gear (PPE) from Alex Air in an amount not to exceed \$9,600.00. (To be paid from 2023 fire equipment line item.)
- j. Permission for finance officer to sign Merchant Credit Card Agreement with i3 - BIS, LLC who is taking over for current vendor of Pace.
- k. Permission to make 2022 budgeted allocation to Boys and Girls Club in the amount of \$3,500 from Bed and Booze Fund.
- l. Permission for Mayor to sign the Labor Agreement for the Police Department between the City of Deadwood and Teamsters Local union No. 120
- m. Permission to purchase up to \$20,000.00 of deicer from BlackStrap at \$169 per ton delivered. (To be paid from Streets Supply budget.)
- n. Permission to contract with Rasmussen Mechanical Services in the amount of \$3,120.00 for repair and replacement of cooling fin, actuator and foot pedal for HVAC system at Fire Hall. (To be paid from Public Buildings budget.)
- o. Permission to contract with Rasmussen Mechanical Services in the amount of \$5,784.00 for repair and replacement of compressor, ignitor, and labor for HVAC system at City Hall. (To be paid from Public Buildings budget.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage License transfer from Salon 14A LLC at US HWY 14A to Salon 14A at 68 Main Street.
- b. Hold public hearing for SnoCross Events: open container Friday, January 27 from 11:00 a.m. to 2:00 a.m. on Saturday, January 28, and Saturday, January 28 from 11:00 a.m. to 2:00 a.m. on Sunday, January 29. Special temporary full liquor license for Deadwood Chamber on Friday, January 27 and Saturday, January 28, 2023 from 11:00 a.m. to 10:00 p.m. each day and fireworks display at 6:00 p.m. each day at the Event Complex.
- c. Hold public hearing for K-9 Keg Pull event: open container in zones 1 and 2 noon to 10:00 p.m., Main Street closure from Deadwood Street to Pine Street 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 28, 2023
- d. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 10 from 5:00 p.m. to 10:00 p.m., Saturday, February 11 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at

Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, February 11, 2023.

- e. Hold public hearing for 3 Wheeler Rally Event: parking on Main Street from Wall to Deadwood Street, (northwest side only) Wednesday, July 12 from 11:15 a.m. to 2:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street Thursday, July 13 from 8:30 p.m. until parade ends; open container Sunday, July 10 through Thursday, July 14, 2023 from 11:00 a.m. to 10:00 p.m. each day at Event Complex.
- f. Set a public hearing on December 5, 2022 in regards to zoning amendment request for a Planned Unit Development (PUD) at The Ridge Development. Public Hearing to include discussion on zoning districts, setbacks, parking requirements and use of short-term rentals.

9. Old Business

- a. Permission to advertise in-house for 5 days and then in official newspaper, if needed, for Rec Center Assistant Director/Program Coordinator at \$19.00 per hour. (D9 rank with position starting January 1, 2023.)

10. New Business

- a. Act as Board of Adjustment and consider final plat legally described as: LOTS 8A, 8B, 9A and 9B, BLOCK 4A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOTS 8 and 9, BLOCK 4A 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. (113 and 115 Mystery Wagon Road, Planning and Zoning Approved on November 16, 2022.)
- b. Permission to accept delivery and pay \$37,253.52 to Scott Peterson Motors for 2022 Ford Super Duty F-350 to replace 2002 Streets pickup. (Ordered off state bid in November 2021) (To be paid by 2022 Streets Department supplement budget.)

11. Informational Items and Items from Citizens

- a. Reminder: Free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 23 thru Monday, December 26, 2022. Revenue received from holiday parking will be dispersed to local non-profit organizations. Information on how to apply will be posted in future meetings and on social media.

12. Executive Session

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

13. Adjournment

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

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

Meeting ID: 605 578 2082
Password: 1876
One tap mobile: 669-900-9128

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

REGULAR MEETING, November 7, 2022

The Regular Session of the Deadwood City Commission convened on Monday, November 7, 2022 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, Sharon Martinisko and Charlie Struble. Mayor David Ruth Jr. was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of October 17, 2022. Roll Call: Aye-All. Motion carried.

OCTOBER, 2022 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$22,587.31; PUBLIC BUILDINGS, \$14,449.11; POLICE, \$84,970.26; FIRE, \$5,237.76; BUILDING INSPECTION, \$4,498.80; STREETS, \$25,532.47; PARKS, \$27,451.54; PLANNING & ZONING, \$7,463.26; LIBRARY, \$7,369.93; RECREATION CENTER, \$19,631.54; HISTORIC PRESERVATION, \$22,020.84; WATER, \$17,362.10; MT. MORIAH, \$3,131.72; PARKING METER, \$7,152.63; TROLLEY, \$14,846.75; PARKING RAMP, \$2,179.60. **PAYROLL TOTAL: \$288,616.38.**

OCTOBER, 2022 PAYROLL PAYMENTS:

Internal Revenue Service, \$69,639.73; S.D. Retirement System, \$33,035.54; Delta Dental, \$4,089.22.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the November 7, 2022 disbursements as amended and additional checks. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	576.06
ACE HARDWARE	SUPPLIES	227.28
ALBERTSON ENGINEERING	PROJECT	5,740.17
ALPINE IMPRESSIONS	SERVICE	15.00
AMAZON CAPITAL	SUPPLIES	776.91
BARRY'S ELECTRIC	SERVICE	4,540.30
BH ASPHALT	PROJECT	23,357.89
BH CHEMICAL	SUPPLIES	804.03
BH ENERGY	PROJECT	60,601.58
BLUEPEAK	SERVICE	4,245.17
BOMGAARS	SUPPLIES	369.99
CHAINSAW CENTER	RENTAL	330.00
CHAPTER Y - PEO	POINSETTIAS	125.00
CODE WORKS	PROJECT	3,362.24
COMPLETE CONCRETE	PROJECT	296,136.00
CONRAD'S ELECTRIC	SERVICE	300.00
CRAMER MARKETING	FORMS	197.60
CREATIVE PRODUCT SOURCING	SUPPLIES	802.83
CULLIGAN	SUPPLIES	152.50
CURTIS BLUE LINE	UNIFORMS	36.75
DEADWOOD CHAMBER	BILL LIST	70,306.05
DEADWOOD ELECTRIC	SERVICE	1,851.65
DEADWOOD GAMING	BID #8	5,000.00
DEADWOOD HISTORY	SUPPORT	113,000.00
DOG WASTE DEPOT	SUPPLIES	87.98
E-Z FABRICATION AND WELDING	HANDRAIL	10,403.76
FELD FIRE	SUPPLIES	447.00
FIRST INTERSTATE BANK	TIF #8	5,740.53
FIRST NET	SERVICE	240.24
FLOYD'S TRUCK CENTER	SUPPLIES	607.34
G&G GARBAGE	SERVICE	1,575.00
GENPRO ENERGY SOLUTIONS	SERVICE	2,307.97
GLANZER, MIKE	PROJECT	270.00
HAWKINS	SUPPLIES	831.38
HILLS SEPTIC SERVICE	SERVICE	220.00
INNOVATIVE OFFICE SOLUTION	SUPPLIES	547.85
IPS GROUP	SERVICE	2,584.90
J.P. TOWING	SERVICE	100.00
JAKE'S COLLISION REPAIR	SERVICE	339.12
JOE DIRT SEPTIC & DRAIN	SERVICE	362.00
JOHNSON, MICHAEL	PROJECT	32,047.76
KNECHT	SUPPLIES	330.92
KNECHT	GRANTS	38.53
LAWRENCE CO. EQUALIZATION	SERVICE	10.00
LAWRENCE CO. REGISTER	SERVICE	60.00
LAWSON PRODUCTS	SUPPLIES	264.33
LEAD-DEADWOOD SANITARY	SERVICE	34,028.81
LYNN'S	SUPPLIES	84.88
MACQUEEN EMERGENCY	UNIFORMS	1,683.45
MARTINISKO, SHARON	REIMBURSEMENT	378.42
MCDIRT EXCAVATION	REPAIR	12,500.00
MID-AMERICAN RESEARCH	SUPPLIES	168.96
MDU	SERVICE	8,337.27
MS MAIL	SERVICE	590.00
MUTUAL OF OMAHA	INSURANCE	261.59

REGULAR MEETING, November 7, 2022

NORTHERN HILLS TECHNOLOGY	SERVICE	65.00
OHAYON, GEORGETTE	PROJECT	33,487.00
ONE WAY SERVICE PROS	PROJECT	9,307.83
PANNIER	SERVICE	264.00
PELLA WINDOWS & DOORS	PROJECT	19,000.00
PETTY CASH	FINANCE	178.68
QUIK SIGNS	SERVICE	254.49
RAMKOTA HOTEL	CONFERENCE	606.00
RAPID CITY JOURNAL	SERVICE	168.00
RAPID DELIVERY	SERVICE	14.95
RASMUSSEN MECHANICAL	REPAIR	9,027.97
RECREATION SUPPLY	SUPPLIES	46.12
RUNGE, MIKE	REIMBURSEMENT	200.00
S AND C CLEANERS	SERVICE	10,388.00
SANDER SANITATION	SERVICE	12,104.18
SCHREIER ENGINEERING	SERVICE	225.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD WATER & WASTEWATER	RENEWAL	20.00
STAIRS, ELIZABETH	REIMBURSEMENT	335.48
STATE GAME LODGE	CONFERENCE	186.30
SUMMIT FIRE PROTECTION	SERVICE	2,468.00
SUMMIT SIGNS AND SUPPLY	SUPPLIES	152.50
TALLGRASS LANDSCAPE	PROJECT	4,287.50
THE LORD'S CUPBOARD	RECYCLING	188.50
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	11,979.04
TRITECH SOFTWARE SYSTEMS	SUBSCRIPTION	126.00
TWIN CITY HARDWARE	SUPPLIES	3,673.29
TWIN CITY HARDWARE	GRANT	870.89
ULINE	SUPPLIES	202.33
VERIZON WIRELESS	SERVICE	748.25
VFW BLACK HILLS POST 5969	GRANT	20,842.47
VIGILANT BUSINESS SOLUTION	SERVICE	1,127.25
WALKER CONSULTANTS	PROJECT	9,500.00
WARNE CHEMICAL	SUPPLIES	646.77
WELLMARK	INSURANCE	48,990.25
WEST RIVER HISTORY CONFERENCE	REGISTRATION	125.00
ZOGICS	SUPPLIES	599.80

Total \$913,341.83

ITEMS FROM CITIZENS ON AGENDA

Service Awards

Commissioner Todd presented certificates to the following employees: Karla Dower, Erik Jandt for 5 years of service; Casey Nelson, Misty Trewhella for 10 years of service; Mike Runge for 20 years of service; and William Burleson for 25 years of service. Robert Radensleben was absent but recognized for 25 years of service. Commission thanked each of them for their time.

Hall of Fame

Commissioner Todd announced Mike Runge was inducted into the South Dakota Municipal League Hall of Fame for 20 years of service within a municipality. Todd presented Runge with a certificate.

CONSENT

Martinisko moved, Johnson seconded to omit Item Q for separate consideration approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to pay Southside Service for 5,500 gallons of gasoline at \$3.09 per gallon.
- B. Renew Liquor and Wine Licenses for 2023, pending payment of Business Improvement District and property taxes.

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

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
BY Development Inc., Cadillac Jacks (RL-504)
Cliff Street, LLC, Deadwood Comfort Inn (CL-501)
Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
DHIH, LLC – Hickok’s Hotel & Casino (CL-508)
Ernest Hospitality, LLC, Deadwood Gulch Resort (CL-15404)
First Gold, Inc., First Gold Hotel, (CL-502)
Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)

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Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
 Mason Hotel, (CL-511)
 Hotel Franklin Inc., Historic Franklin Hotel (CL-506)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

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

RETAIL LIQUOR LICENSES

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

RETAIL (ON SALE) LIQUOR – RESTAURANT

Jacobs Family International, Jacobs Brewhouse & Grocer (RR-26948)
 Mustang Sally's, Inc., Mustang Sally's (RR-26941)

RETAIL (ON-OFF SALE) WINE

Aces Full Inc., Mr. Wu's (RW-6646)
 Angels Attic Uncorked, Angels Attic (RW-20691)
 Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)
 BY Development Inc., Cadillac Jacks, (RW-6537)
 Celebrity Hotel, Inc, Celebrity Hotel (RW-26807)
 Deadwood DDG, Black Hills Deadwood (KOA) (RW-27686)
 Deadwood Hotels, Four Points by Sheraton, (RW-27808)
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant (RW-27949)
 Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
 Deadwood Tobacco Company, Deadwood Tobacco (RW-6648)
 Door 4 LLC, Fairmont/Oyster Bay (RW-6461)
 Ernest Hospitality, LLC, Deadwood Gulch Resort, (RW-6401)
 Family Dollar Stores of SD, Family Dollar (RW-26390)
 First Gold Inc., First Gold Hotel (RW-27660)
 Gold Run LLC, Super 8 Deadwood, (RW-6447)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
 H&H Deadwood LLC, His & Hers Ale House and Wine Bar, (RW-21479)
 Hotel Franklin Inc., Historic Franklin Hotel, (RW-6643)
 Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
 Jacobs Family International, Jacobs Brewhouse and Grocer, (RW-26825)
 Jacobs Family International, Jacobs Gallery (RW-25947)
 Main Ledge, LLC, Midnight Star (RW-27009)
 Michelle's Tacos Deadwood LLC, Michelle's Tacos Deadwood (RW-28261)
 M.S. Mail, LLC, M.S. Mail, (RW-22642)
 Mustang Sally's Inc., Mustang Sally's, (RW-6499)
 Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
 Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
 Super G Investments, Inc., Silverado, (RW-6436)

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Waufle Travel, Deadwood Day Spa (RW-27362)

Winery Hill City LLC, Sick & Twisted Brewing, (RW-24025)

ZCN LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)

- C. Acknowledge price increase from \$4.12 to \$4.32 per gallon of 5,500 gallons of diesel approved and purchased from Southside Oil on October 3, 2022.
- D. Acknowledge issuance of City of Deadwood Medical Cannabis license to Deadwood Growhouse dba Trails Head Cannabis Company at 32 Charles St.
- E. Permission to approve and authorize Mayor to sign contract with Dr. Peter Brown of the Rocky Mountain Tree-Ring Research facility in an amount not to exceed \$12,000.00 for the 2022 Deadwood Fire History Project. (Budgeted in the 2022 HP Archives budget)
- F. Approve Resolution 2022-21 Schedule of Rates for Event Center and Outlaw Square Ticket Surcharge effective January 1, 2023. 2023 already approved events at the \$2.00 rate are: Snocross, Back When They Bucked and 3-Wheeler Rally.
- G. Permission for the interim Public Works Director, Kevin Kuchenbecker, to sign and to submit Trail Proposal application with the Black Hills National Forest for trail connection between Mt. Roosevelt and the City of Deadwood.
- H. Adopt updated Event Complex Application to include change in deposit amounts effective January 1, 2023. \$1,250.00 (no Alcohol) and \$2,500.00 (serving alcohol.) Each includes at \$250.00 non-refundable administrative fee. 2023 already approved events are: Back When They Bucked and 3-Wheeler Rally.
- I. Permission to sign Notice of Award and Agreement Form with Corr Construction regarding the Timm Lane Bridge project.
- J. Permission to hire Patrick Kaiser as full-time (certified) patrol officer at \$25.79 per hour effective November 9, 2022 pending pre-employment screening.
- K. Permission to add phone stipend for Forrest Wilson effective November 1, 2022.
- L. Remove seasonal public works employee, Greg Nelson, from payroll effective September 1, 2022.
- M. Adopt department head organizational chart for city operations.
- N. Permission to adopt new wage scale for new hires within the City of Deadwood.
- O. Permission to advertise in-house for 5 days and then in official newspaper for Public Buildings Technician at \$19.00-\$21.00 per hour, depending on experience. (D9-D11 rank)
- P. Permission to transfer Troy Jassman from Public Buildings Technician to Water and Wastewater Maintenance Operator at \$23.00 per hour, effective November 14, 2022.
- Q. Removed for separate consideration in New Business
- R. Permission to create department head and adopt position description for a Parks, Recreation and Events Director.
- S. Permission to advertise for the Parks, Recreation and Events Director in-house for five days and in official newspaper, if not filled.
- T. Permission to accept description changes to the Parks Superintendent and Recreation Center Manager positions.
- U. Permission to create department head and adopt position description for a Parking and Transportation Director.
- V. Permission to advertise for the Parking and Transportation Director in-house for five days and in official newspaper, if not filled.
- W. Permission to accept position description changes to the Transportation Superintendent and Community Service Officers.
- X. Permission to create and adopt position description for a Parking Ramp Manager.
- Y. Permission to advertise in-house for five days and then in official newspaper (if needed) for new Parking Ramp Manager position at \$19.00 per hour (D9 rank) starting January 1, 2023.
- Z. Adopt department head description changes to the Police Chief and Public Works Director positions.
- AA. Permission to accept position description changes to the Public Buildings Superintendent, Streets Superintendent and Water Wastewater Superintendent.
- BB. Assign additional duties to the Historic Preservation Officer to include Planning & Zoning duties.

REGULAR MEETING, November 7, 2022**BID ITEMS****Results**

Commissioner Todd stated one bid was opened for a 2022 or newer F-600 Ford Chassis 4X4 Regular Cab truck or equivalent for the Streets Department sander as advertised. Bid bond was included in the following bid submittal:

McKie Ford, Lincoln - \$69,480.00

Interim Public Works Director Kuchenbecker spoke about the bid and recommends approval. Martinisko moved, Struble seconded to award the bid to McKie Ford, Lincoln for the 2022 or newer F-600 Ford Chassis 4X4 Regular Cab truck or equivalent for the Street Department sander in an amount of \$69,480.00. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Set**

Struble moved, Martinisko seconded to set public hearing on November 21 for Retail (On-off sale) Malt Beverage License transfer for Salon 14A LLC at US HWY 14A to Salon 14A at 68 Main Street. Roll Call: Aye-All. Motion carried.

Struble moved, Johnson seconded to set public hearing on November 21 for SnoCross Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on November 21 for K-9 Keg Pull Event. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on November 21 for Mardi Gras Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on November 21 for 3-Wheeler Rally Events. Roll Call: Aye-All. Motion carried.

OLD BUSINESS**Agreement**

City Attorney Riggins spoke about the lease of the sweeper with Connell. Martinisko moved, Struble seconded to allow Mayor to sign updated Master Lease Agreement with Connell Equipment Leasing Company for the Model S30 Ride-On Sweeper from Tennant Sales and Service Company (lease approved by City Commission on August 15, 2022.)

NEW BUSINESS**Advertise (Item Q)**

Martinisko moved, Johnson seconded to continue the permission to advertise in-house for 5 days and then in official newspaper, if needed, for Rec Center Program Coordinator at \$19.21 per hour effective January 1, 2023. Roll Call: Aye-All. Motion carried.

Project

Struble moved, Johnson seconded to pay Simon for Sampson Mill and Overlay Project (Contract signed June 6, 2022) in the amount of \$282,218.00 (To be paid from Streets Improvements budget.) Commissioner Todd expressed concerns and complaints about the intersection of Sampson and Spring. Roll Call: Aye-All. Motion carried.

Site Inspection Report

Kuchenbecker spoke about the box culvert, structural issues and inspection report. Martinisko moved, Johnson seconded to allow Interim Public Works Director, Kuchenbecker, to sign and submit amended Site Inspection Report with FEMA for the damage to Whitewood Creek during the July 2019 flood event. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, November 7, 2022

ADJOURNMENT

Johnson moved, Martinisko seconded to adjourn the regular session at 5:21 p.m. The next regular meeting will be on Monday, November 21, 2022 at 5:00 p.m.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-11/14/22	101-3000-202	LIQUOR LICENS TRSF BEV LIC.- SALON 14A	000000	75.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 75.00
01-0155	DOOLITTLE, JAMES					
		I-11/16/22	101-4111-422	PROFESSIONAL UNION NEGOTIATIONS	000000	400.00
01-0367	CLEMENT COMMUNICATIONS					
		I-9351450077	101-4111-422-01	PROF. SERV. S HERMAN POSTER PROGRAM - SFTY	000000	176.41
01-0418	BLACK HILLS PIONEER					
		I-225 - 2022	101-4111-423	PUBLISHING MINUTES - 9/19/22	000000	169.85
		I-290 - 2022	101-4111-423	PUBLISHING MINUTES - 10/3/22	000000	182.47
		I-92040	101-4111-423	PUBLISHING AD HONORING POLICE - COMM.	000000	156.00
01-0545	LYNN'S DAKOTA MART					
		I-0002 - 11/4/22	101-4111-426	SUPPLIES WORK SESSION - COMM.	000000	29.97
01-3442	SDML WORKERS' COMP FUND					
		I-21775	101-4111-421	INSURANCE 2023 WORKMAN'S COMP	000000	71,982.00
01-4625	FIB CREDIT CARDS					
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES LEGAL MTG W'ATTY SARA	000000	28.76
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES LEGAL MTG MEAL	000000	53.07
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES LEGAL MTG MEAL	000000	17.20
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES DEPT. HEAD MTG.	000000	20.64
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES ICE FOR MEETING	000000	3.14
		I-10/31/22 FINANCE	101-4111-426	SUPPLIES LEGAL MTG. SNACKS	000000	40.00
01-4711	AMAZON CAPITAL SERVICES					
		I-13R3-NT96-6GGG	101-4111-426	SUPPLIES WHITEBOARD PENS/MARKERS- COMM	000000	15.48
				DEPARTMENT 111	COMMISSION	TOTAL: 73,274.99
01-2394	GUNDERSON, PALMER, NELS					
		I-120780	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,741.50
				DEPARTMENT 141	ATTORNEY	TOTAL: 1,741.50
01-1424	SOUTHSIDE SERVICE					
		I-57243	101-4142-425	REPAIRS MOUNT/BALANCE SNOW TIRES-FINAN	000000	72.00
				DEPARTMENT 142	FINANCE	TOTAL: 72.00

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 11/01/22	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.81
		I-POWER 11/01/22	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	59.30
		I-POWER 11/01/22	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 11/01/22	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.95
		I-POWER 11/01/22	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 11/01/22	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	237.78
		I-POWER 11/01/22	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	86.56
		I-POWER 11/01/22	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	25.12
		I-POWER 11/01/22	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.17
		I-POWER 11/01/22	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	529.71
		I-POWER 11/01/22	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 11/01/22	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	76.11
		I-POWER 11/01/22	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,692.19
		I-POWER 11/01/22	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.01
		I-POWER 11/01/22	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,295.16
		I-POWER 11/01/22	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	44.95
		I-POWER 11/01/22	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	991.60
		I-POWER 11/01/22	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	33.15
		I-POWER 11/01/22	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	120.51
		I-POWER 11/01/22	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	210.83
		I-POWER 11/01/22	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	317.34
		I-POWER 11/01/22	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,716.57
		I-POWER 11/01/22	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.80
		I-POWER 11/01/22	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	641.94
		I-POWER 11/01/22	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	38.92
		I-POWER 11/01/22	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	28.01
		I-POWER 11/01/22	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.52
		I-POWER 11/01/22	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 11/01/22	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	115.04
		I-POWER 11/01/22	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	56.86
		I-POWER 11/01/22	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	167.88
		I-POWER 11/01/22	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	58.24
		I-POWER 11/01/22	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	28.92
		I-POWER 11/01/22	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	27.53
		I-POWER 11/01/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	327.95
		I-POWER 11/01/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	122.03
		I-POWER 11/01/22	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	65.00
		I-POWER 11/01/22	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	59.66
		I-POWER 11/01/22	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.64
		I-POWER 11/01/22	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	203.10
		I-POWER 11/01/22	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 11/01/22	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,252.34
		I-POWER 11/01/22	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	49.57
		I-POWER 11/01/22	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	30.24
		I-POWER 11/01/22	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	25.60
		I-POWER 11/01/22	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	21.04
		I-POWER 11/01/22	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.85
		I-POWER 11/01/22	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	85.83

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	11/01/22	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	26.76
	I-POWER	11/01/22	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	21.16
	I-POWER	11/01/22	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	31.09
	I-POWER	11/01/22	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,524.74
	I-POWER	11/01/22	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	76.42
	I-POWER	11/01/22	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	424.45
	I-POWER	11/01/22	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	43.00
	I-POWER	11/01/22	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	103.04
	I-POWER	11/01/22	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	65.56
	I-POWER	11/01/22	101-4192-428	UTILITIES 5 SIEVER ST	000000	639.10
	I-POWER	11/01/22	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00
	I-POWER	11/01/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	587.95
	I-POWER	11/01/22	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	76.64
	I-POWER	11/01/22	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,080.54
	I-POWER	11/01/22	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	24.04
	I-POWER	11/01/22	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.76
	I-POWER	11/01/22	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.08
	I-POWER	11/01/22	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00
	I-POWER	11/01/22	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	34.64
	I-POWER	11/01/22	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	299.46
	I-POWER	11/01/22	101-4192-428	UTILITIES 610 BROADWAY ST	000000	99.35
	I-POWER	11/01/22	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	598.89
	I-POWER	11/01/22	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	33.96
	I-POWER	11/01/22	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	688.00
	I-POWER	11/01/22	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,517.20
	I-POWER	11/01/22	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	36.20
	I-POWER	11/01/22	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	33.21
	I-POWER	11/01/22	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	77.34
	I-POWER	11/01/22	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	694.22
	I-POWER	11/01/22	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	609.89
	I-POWER	11/01/22	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	114.63
	I-POWER	11/01/22	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.72
	I-POWER	11/01/22	101-4192-428	UTILITIES 767 MAIN ST	000000	21.45
	I-POWER	11/01/22	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	20.57
	I-POWER	11/01/22	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.31
	I-POWER	11/01/22	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.08
	I-POWER	11/01/22	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.81
	I-POWER	11/01/22	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	717.66-
01-0784	WESTERN STATES FIRE PRO					
	I-WSF478444		101-4192-422-04	PROFESSIONAL ANNUAL FIRE SPRINK INSP/CITY H	000000	225.00
01-1502	BLACK HILLS CHEMICAL					
	I-229900		101-4192-426	SUPPLIES GLV-BLEACH-SOAP-STERI-TP/PB	000000	1,097.14
	I-235568		101-4192-426	SUPPLIES TOILET PAPER-TNT DISINFECT/PB	000000	373.22
01-1558	ECOLAB PEST ELIMINATION					
	I-8175388		101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1725	QUILL CORPORATION					
		I-28468103	101-4192-426	SUPPLIES HZL NUT CREAMR STIR STIK SUGAR	000000	50.26
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1098305	101-4192-426-24	SUPPLIES - OU ELECTRIC SCISSOR LIFT RENT/OSQ	000000	750.00
01-2083	ROYAL ELECTRIC					
		I-12283	101-4192-425-18	REPAIRS - FOO OUTLETS REPAIRS/FERGUSON FLD	000000	761.69
01-3032	OTIS ELEVATOR COMPANY					
		I-F10000061235	101-4192-422-02	PROFESSIONAL ELEVATOR MAINT/ADAMS MUSEUM	000000	250.00
		I-F10000065181	101-4192-422-10	PROFESSIONAL ELEVATOR MAINTENANCE/LIBRARY	000000	125.00
01-3151	KONE CHICAGO					
		I-962358298	101-4192-422-17	PROFESSIONAL- OCT ELEVATOR MAINT/DAYS MUSEUM	000000	177.64
01-3342	RASMUSSEN MECHANICAL SE					
		I-CON010342	101-4192-422-22	PROFESSIONAL- 2022 PREVENT MAINT/MT MORIAH	000000	375.00
		I-CON010342	101-4192-422-24	PROFESSIONAL 2022 PREVENT MAINT/OUTLAW SQ	000000	597.50
		I-CON010342	101-4192-422-11	PROFESSIONAL 2022 PREVENT MAINT/PARKS DEPT	000000	655.00
		I-CON010342	101-4192-422-14	PROFESSIONAL 2022 PREVENT MAINT/STREETS	000000	380.00
		I-CON010342	101-4192-422-13	PROFESSIONAL 2022 PREVENT MAINT/REC CENTER	000000	2,518.75
		I-CON010342	101-4192-422-19	PROFESSIONAL 2022 PREVENT MAINT/SOUTH GATEW	000000	327.50
		I-CON010342	101-4192-422-21	PROFESSIONAL 2022 PREVENT MAINT/WELCOME CEN	000000	1,975.00
		I-CON010342	101-4192-422-15	PROFESSIONAL 2022 PREVENT MAINT/TROLLEY BAR	000000	157.50
		I-CON010342	101-4192-422-18	PROFESSIONAL 2022 PREVENT MAINT/FERGUSON FI	000000	393.75
		I-CON010342	101-4192-422-01	PROFESSIONAL 2022 PREVENT MAINT/ADAMS HOUSE	000000	1,098.75
		I-CON010342	101-4192-422-02	PROFESSIONAL 2022 PREVENT MAINT/ADAMS MUSEU	000000	1,306.25
		I-CON010342	101-4192-422-04	PROFESSIONAL 2022 PREVENT MAINT/CITY HALL	000000	2,233.75
		I-CON010342	101-4192-422-10	PROFESSIONAL 2022 PREVENT MAINT/LIBRARY	000000	611.25
		I-CON010342	101-4192-422-06	PROFESSIONAL- 2022 PREVENT MAINT/DAYS OF 76	000000	931.25
		I-CON010342	101-4192-422-17	PROFESSIONAL- 2022 PREVENT MAINT/DAYS MUSEUM	000000	2,895.00
		I-CON010342	101-4192-422-07	PROFESSIONAL 2022 PREVENT MAINT/FIRE HALL	000000	930.00
		I-CON010342	101-4192-422-08	PROFESSIONAL- 2022 PREVENT MAINT/HISTORY	000000	861.25
		I-CON010342	101-4192-422-09	PROFESSIONAL 2022 PREVENT MAINT/HARRC	000000	2,251.25
		I-INV030266	101-4192-425-13	REPAIRS - REC (6) FUSE 10A 600V CL CC/REC CE	000000	203.29
		I-SRV096931	101-4192-425-04	REPAIRS - CIT SIDEWALK HEATER REPAIRS/CITY	000000	332.12
01-3506	ALSCO					
		I-1510310	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	100.68
		I-1510312	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	65.87
		I-1510314	101-4192-422-08	PROFESSIONAL- TOWELS-MOPS-MATS-BAGS/HISTORY	000000	55.18
		I-LCAS1505551	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	105.88
		I-LCAS1505552	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	153.51
		I-LCAS1505553	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/PARKS	000000	64.16
		I-LCAS1505554	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	24.36
		I-LCAS1505555	101-4192-422-08	PROFESSIONAL- TOWELS-BAGS-MOPS-MATS/HISTORY	000000	56.95
		I-LCAS1505556	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/FIRE HAL	000000	44.19
		I-LCAS1505557	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HA	000000	218.66

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3506	ALSCO	continued				
		I-LCAS1505558	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	67.10
		I-LCAS1506769	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15
		I-LCAS1507908	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	99.91
		I-LCAS1507909	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	144.84
		I-LCAS1507910	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	60.84
		I-LCAS1507911	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1507912	101-4192-422-08	PROFESSIONAL- TOWELS-MATS-MOPS-BAGS/HISTORY	000000	55.18
		I-LCAS1507913	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/FIRE HAL	000000	41.14
		I-LCAS1507914	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HAL	000000	209.21
		I-LCAS1507915	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1509141	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	200.10
		I-LCAS1510311	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	144.84
		I-LCAS1510313	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1510315	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/FIRE HAL	000000	41.14
		I-LCAS1510316	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HA	000000	213.94
		I-LCAS1510317	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
01-4711	AMAZON CAPITAL SERVICES					
		I-1DWN-DRJP-QFD1	101-4192-426-13	SUPPLIES - RE GRAB BARS-SPRINKLER HEADS/REC	000000	48.54
		I-1HPM-XPLM--CVLX	101-4192-426	SUPPLIES PUMICE-C CELL BATTERIES/PUB BL	000000	51.42
01-4944	QUADIANT FINANCE USA, I					
		I-779000422860011032	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	508.35
01-4945	QUADIANT LEASING USA, I					
		I-N9666166	101-4192-422	PROFESSIONAL LEASE PYMT - 12/10/22 - 3/9/23	000000	245.46
01-4957	ONSITE FIRST AID, LLC					
		I-1744	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	53.30
		I-1745	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	100.20
		I-1748	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	79.15
		I-1749	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	183.08
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	54,926.07

01-0510	GOLDEN WEST TECHNOLOGIE					
		I-404098	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,449.50
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	2,449.50

01-0467	CULLIGAN OF THE BLACK H					
		I-0016863	101-4210-424	RENTALS BTTLD WTR,CUPS,OCT RENT- PD	000000	100.00
		I-0017170	101-4210-424	RENTALS BTTLD WATER,CUPS,NOV.RENT - PD	000000	60.75
01-0508	GALLS, LLC					
		I-022423435	101-4210-426	SUPPLIES UNIFORM SHOES - POLICE	000000	105.99

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC	continued				
		I-022441062	101-4210-426	SUPPLIES UNIFORM SHOES - POLICE	000000	106.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-402519	101-4210-422	PROFESSIONAL COMPUTER ASSISTANCE - POLICE	000000	450.00
01-0826	LAWRENCE CO. AUDITOR					
		I-11/01/22	101-4210-422	PROFESSIONAL CENTRAL SQUARE MAINT.FEE	000000	1,694.00
01-1424	SOUTHSIDE SERVICE					
		I-57110	101-4210-425	REPAIRS SVC.ENG.,OIL,FILTR,ANTI-FRZ/PD	000000	121.15
		I-57114	101-4210-425	REPAIRS SVC.ENG.,OIL,FILTR,FLUIDS - PD	000000	112.20
		I-57123	101-4210-425	REPAIRS SVC.ENG.,OIL,FILTR,-RAM PU /PD	000000	109.20
		I-57202	101-4210-425	REPAIRS SVC.ENG.,OIL,FILTER-21 DURANGO	000000	109.20
		I-57216	101-4210-425	REPAIRS R&R FRNT BRAKES-21 DURANGO/PD	000000	238.95
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-843105	101-4210-426	SUPPLIES HITCH PIN-BATTERY ASM/PD	000000	170.62
		I-32-843123	101-4210-426	SUPPLIES WASH FLUID-TRICO-16 MM COM/PD	000000	23.36
		I-32-843524	101-4210-425	REPAIRS WASHER NOZZLE - POLICE CAR	000000	33.38
01-1827	MS MAIL & MARKETING					
		I-13468	101-4210-426	SUPPLIES BIZ CRDS,VIOlation STICKERS-PD	000000	200.00
01-4299	BALCO UNIFORM CO, INC					
		I-70960-3	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	143.00
01-4625	FIB CREDIT CARDS					
		I-10/31/22 FINANCE	101-4210-426	SUPPLIES SERVICE AWARD - JANDT	000000	74.37
		I-10/31/22 FINANCE	101-4210-426	SUPPLIES TRUNK OR TREAT CANDY / POLICE	000000	197.73
				DEPARTMENT 210 POLICE	TOTAL:	4,049.90
01-0864	M & T FIRE AND SAFETY					
		I-9012	101-4221-422	PROFESSIONAL SVC TNT PWR UNIT/CUTTER/RAM	000000	2,028.40
01-1430	MOTOROLA SOLUTIONS, INC					
		I-8281468401	101-4221-434	MACHINERY/EQU PORTABLE RADIOS - FIRE DEPT	000000	12,212.28
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-843646	101-4221-426	SUPPLIES FILTERS & OIL- BRUSH #6&7/FIRE	000000	100.23
		I-32-843938	101-4221-425	REPAIRS AIR FILTER -BRUSH#6-PUMP /FIRE	000000	38.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-10/17/22 - AMAZON	101-4221-426	SUPPLIES REIMB.-UNIF. GLOVES / FIRE DPT	000000	511.14
		I-10/17/22-AMAZON	101-4221-426	SUPPLIES REIMBS-UNIFORM HOODS /FIRE DPT	000000	319.32
01-3654	SPEARFISH AUTO SUPPLY					

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3654	SPEARFISH AUTO SUPPLY	continued				
		I-246076	101-4221-425	REPAIRS REPAIR PART-LADDER 5 / FIRE	000000	20.47
01-4711	AMAZON CAPITAL SERVICES					
		I-14PQ-TMPH-QG3X	101-4221-434	MACHINERY/EQU COMPUTER BATTERY - FIRE DEPT	000000	53.95
01-4821	MACQUEEN EMERGENCY					
		I-WO1516	101-4221-425	REPAIRS SERVICE LADDER 5 - FIRE DPT	000000	1,842.18
		I-WO1519	101-4221-425	REPAIRS REPAIR ENG#2/INT'L PUMPER-FIRE	000000	444.07
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 17,570.04
01-0418	BLACK HILLS PIONEER					
		I-268 - 2022	101-4310-423	PUBLISHING NOTICE TO BID - SANDER/STS	000000	31.45
01-0575	SOUTHSIDE OIL					
		I-097966	101-4310-426	SUPPLIES 5500 GALS ETHANOL/STREETS	000000	16,995.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67816	101-4310-425	REPAIRS (4) MOUNT-BALANCE/STRTS	000000	917.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9600129745	101-4310-424	RENTALS TORRENT MONTHLY RENT/STREETS	000000	200.00
01-1095	SIMON CONTRACTORS OF SD					
		I-2888128	101-4310-433	IMPROVEMENTS SAMPSON ST ROAD PROJECT/STRTS	000000	140,068.50
01-1160	LIGHTING MAINTENANCE CO					
		I-97359	101-4310-422	PROFESSIONAL REPAIRS TO LIGHT AT 85/STREETS	000000	298.75
01-1168	KLJ ENGINEERING LLC					
		I-10178759	101-4310-422	PROFESSIONAL PRELIM ENGIN-BURNHAM AVE/STRTS	000000	2,744.53
01-1493	SANITATION PRODUCTS, IN					
		I-84028	101-4310-425	REPAIRS HOOD-HOUSING/STREETS	000000	828.73
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0033149	101-4310-426	SUPPLIES (50) BAGS FINE ROAD PATCH/STRT	000000	942.50
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-842793	101-4310-426	SUPPLIES FLEET RUNNER/STREETS	000000	45.58-
		I-32-842224	101-4310-425	REPAIRS LIQ ALUM STOP LEAK/STRTS	000000	6.80
		I-32-842261	101-4310-426	SUPPLIES ANTIFREEZE-COOLANT/STRTS	000000	14.40
		I-32-842306	101-4310-426	SUPPLIES MECHANIX FASTFIT GLOVES/STRTS	000000	202.86
		I-32-842338	101-4310-426	SUPPLIES POWERATED BELTS/STREETS	000000	15.05
		I-32-842381	101-4310-426	SUPPLIES WIPER ARM/STREETS	000000	51.98
		I-32-842624	101-4310-426	SUPPLIES COOLANT FILTER-OIL FILTER/STRT	000000	42.26
		I-32-842791	101-4310-426	SUPPLIES FLEET RUNNER/ STREETS	000000	45.58

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-842792	101-4310-426	SUPPLIES	FLEET RUNNER/STREETS	000000 56.84
		I-32-842877	101-4310-426	SUPPLIES	(2) BATTERY HZ/STREETS	000000 286.28
		I-32-843313	101-4310-426	SUPPLIES	WIX FUEL-WATER SEP/STREETS	000000 89.96
		I-32-843314	101-4310-426	SUPPLIES	COOLANT FILTER-OIL FILTER/STRT	000000 84.52
		I-32-843475	101-4310-426	SUPPLIES	SNOWDRIVER/STREETS	000000 26.98
		I-32-843500	101-4310-426	SUPPLIES	PERMATEX DIELECTRI/STRTS	000000 21.98
		I-32-843720	101-4310-426	SUPPLIES	2 IN DROP LOADED/STRTS	000000 34.77
		I-32-843943	101-4310-426	SUPPLIES	WIX AIR FILTER/STREETS	000000 52.03
01-3314	CENTURY BUSINESS PRODUC					
		I-647830	101-4310-426	SUPPLIES	HP/PZ CONTRACT 10/9/22-11/8/22	000000 42.40
01-3977	ACE HARDWARE OF LEAD					
		I-029219	101-4310-425	REPAIRS	(5) ANCHOR SHACKLE/STREETS	000000 22.45
		I-029237	101-4310-425	REPAIRS	STG BOX-UTILITY-NUTDRIVER/STRT	000000 59.86
01-4669	KUBOTA LEASING					
		I-5220826	101-4310-434	MACHINERY/EQU	PREVIOUS LATE FEES / STREETS	000000 250.24
				DEPARTMENT 310	STREETS	TOTAL: 164,388.12
01-1322	PETE LIEN & SONS, INC.					
		I-CD99007071	101-4370-433	IMPROVEMENTS	4K COMM FLY INT-DELIVER/OAKRID	000000 470.15
01-1411	BARRY'S ELECTRIC SERVIC					
		I-10736	101-4370-433	IMPROVEMENTS	INSTALL-CONSTR SM SHED/OAKRIDG	000000 6,128.00
				DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL: 6,598.15
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67801	101-4520-425	REPAIRS	(4) DISMOUNT-MOUNT TIRES/PARKS	000000 80.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-842192	101-4520-426	SUPPLIES	BULK PROPANE/PARKS	000000 15.30
		I-32-842293	101-4520-426	SUPPLIES	51 PC 3/8 IN DR/PARKS	000000 104.79
		I-32-842943	101-4520-426	SUPPLIES	WIX AIR FILTERS/PARKS	000000 72.14
		I-32-843218	101-4520-426	SUPPLIES	K SEAL-NYL SHLD-PLUG/PARKS	000000 52.12
		I-32-843284	101-4520-426	SUPPLIES	COOLANT HOSE-THERM-SEAL/PARKS	000000 42.49
		I-32-843359	101-4520-426	SUPPLIES	OIL FILTER-5W30 FS-ROPE/PARKS	000000 48.02
		I-32-843630	101-4520-426	SUPPLIES	BLACK 1/2" CV TUBE/PARKS	000000 9.00
01-3956	ADAMS SALVAGE RECYCLING					
		I-2893	101-4520-422	PROFESSIONAL	PICKUP-3 CUBIC YARDS/PARKS	000000 20.10
01-3977	ACE HARDWARE OF LEAD					
		I-029190	101-4520-425	REPAIRS	LED-GLD-PLTNM C6-C9/PARKS	000000 402.83

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD	continued				
		I-029203	101-4520-425	REPAIRS	LED C6-C9 MLT 300-75 CT/PARKS	000000 154.55
		I-029213	101-4520-425	REPAIRS	GOLD LED NET MLT 100 CT/PARKS	000000 19.99
		I-029236	101-4520-426	SUPPLIES	MTLI CHRISTMAS LIGHTS/PARKS	000000 124.95
01-4625	FIB CREDIT CARDS					
		I-10/31/22 PUB WORKS	101-4520-425	REPAIRS	EBAY DODGE HEATER/PARKS	000000 112.49
01-4711	AMAZON CAPITAL SERVICES					
		I-1F71-1LLD-MLVX	101-4520-425	REPAIRS	(4) ATV UTV TIRES/PARKS	000000 381.03
01-5018	HILLS SEPTIC SERVICE GO					
		I-98905	101-4520-422	PROFESSIONAL	PUMPED MICKELSON TRAIL VLTS/PR	000000 220.00
				DEPARTMENT 520	PARKS	TOTAL: 1,859.80
01-0418	BLACK HILLS PIONEER					
		I-234 - 2022	101-4640-423	PUBLISHING	ORD #1361 - ZONING - THE RIDGE	000000 32.51
01-1725	QUILL CORPORATION					
		I-28468103	101-4640-426	SUPPLIES	CORRECTIONS TAPE WHITE OUT-PZ	000000 9.88
01-3094	BOMGAARS					
		I-57017354	101-4640-426	SUPPLIES	HAND TRUCK - PZ	000000 34.99
01-3314	CENTURY BUSINESS PRODUC					
		I-647829	101-4640-428	UTILITIES	HP/PZ PLOTTER 8/9/22-11/8/22	000000 69.67
		I-647830	101-4640-428	UTILITIES	HP/PZ CONTRACT 10/9/22-11/8/22	000000 42.41
01-4625	FIB CREDIT CARDS					
		I-103122HP	101-4640-426	SUPPLIES	SHUTTERSTOCK IMAGE - PZ	000000 10.44
01-4711	AMAZON CAPITAL SERVICES					
		I-11YP-NT6L-C3PM	101-4640-426	SUPPLIES	PCLIPS BCLIPS POST IT NOTES-PZ	000000 32.44
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 232.34
				FUND	101 GENERAL FUND	TOTAL: 327,237.41

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0742	ODP BUSINESS SOLUTIONS					
		I-276906690001	206-4550-426	SUPPLIES COPIER PAPER - LIBRARY	000000	222.15
01-1557	DEMCO, INC.					
		I-7213772	206-4550-426	SUPPLIES LABEL PROTECTORS,CLOCK - LIBR	000000	282.89
01-1562	MIDWEST TAPE, LLC					
		I-502815932	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	178.71
		I-502850112	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	37.49
		I-502850114	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	23.24
		I-502878887	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	44.98
01-4711	AMAZON CAPITAL SERVICES					
		C-16RC-1HMK-FDGC	206-4550-434	COLLECTION DE CREDIT FOR BOOK RETURN - LIBR	000000	27.00-
		I-11GH-N4HM-9CTR	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	38.77
		I-149L-XTQJ-3NR6	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	21.00
		I-1JD3-WMRV-JC3X	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	63.12
		I-1TPT-RCF7-FYLP	206-4550-424	PROGRAMMING PUZZLES,MARKERS,BOOKS - LIBR	000000	49.38
		I-1TPT-RCF7-FYLP	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	135.66
		I-1YMQ-L7FH-C96T	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	45.50
			DEPARTMENT 550	LIBRARY	TOTAL:	1,115.89
			FUND	206	LIBRARY FUND	TOTAL: 1,115.89

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-92360, 92713	209-4510-423	PUBLISHING DESTINATION DEADWOOD FALL-WINT	000000	735.00
		I-92360, 92713	209-4510-423	PUBLISHING COMMUNITY PAGES SPONSOR/REC	000000	12.50
01-0637	HILLS INTERIORS, INC.					
		I-6746	209-4510-433	IMPROVEMENTS (3) PARAMT ENDURA SMOKY/REC	000000	267.86
01-1558	ECOLAB PEST ELIMINATION					
		I-8175389	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGR/REC	000000	94.05
01-3151	KONE CHICAGO					
		I-962358297	209-4510-422	PROFESSIONAL OCT ELEVATOR MAINT/REC CENTER	000000	170.81
01-4625	FIB CREDIT CARDS					
		I-10/31/22 PUB BLDGS	209-4510-425	REPAIRS BRUSHROLL ACCESS DOOR/REC CENT	000000	12.68
01-BELLE	BELLE FLOWERS, DESIGN &					
		I-504851	209-4510-426	SUPPLIES LILY FUNERAL KATHRYN'S MOM/REC	000000	61.99
				DEPARTMENT 510 REC CENTER	TOTAL:	1,354.89
01-0043	TRINITY UNITED METHODIS					
		I-10/01/2022 INV	209-4980-429	OTHER WREATHES-GARLAND/MAIN ST DECOR	000000	1,702.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	1,702.00
				FUND 209 BED & BOOZE FUND	TOTAL:	3,056.89

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
		I-09//29/2022	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQUARE 000000	40,000.00
				DEPARTMENT 630	BID #9	TOTAL: 40,000.00
				FUND	211 BID #9	TOTAL: 40,000.00

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-OCT-111022	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.00
01-1182	MACROVISION					
		I-2022-17	215-4572-235	VISITOR MGMT 77 HRS VIDEO DIGITIZATION	000000	2,310.00
01-4247	SD HISTORICAL SOCIETY F					
		I-11822	215-4572-235	VISITOR MGMT 2023 HISTORY CONF RECEP SUPPRT	000000	1,500.00
01-4625	FIB CREDIT CARDS					
		I-103122HP	215-4572-235	VISITOR MGMT NEWSPAPERS.COM RENEW 1YR-HP	000000	139.90
01-4711	AMAZON CAPITAL SERVICES					
		I-14WG-LWXH-WH61	215-4572-235	VISITOR MGMT ELO ECMG4 CMPT MOD WALL OF FAM	000000	1,718.64
01-4906	STONE LAND SERVICES, LL					
		I-2022-03	215-4572-235	VISITOR MGMT TITLE RESEARCH BT TO BRK MC72	000000	5,360.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:		11,028.54
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-209378	215-4573-335	HIST. INTERP. 16 OZ MALLET 10X12 TARP-ARCHIV	000000	44.97
		I-2209-209760	215-4573-335	HIST. INTERP. KRAZY GLUE - ARCHIVES	000000	4.99
01-1191	UMENTHUM, KEITH					
		I-982260	215-4573-335	HIST. INTERP. DISPLAY CASE - ARCHIVES	000000	367.20
01-3060	QUIK SIGNS					
		I-39312	215-4573-335	HIST. INTERP. 5-PANORAMIC PHOTOS-ARCHIVES	000000	155.23
01-3314	CENTURY BUSINESS PRODUC					
		I-647828	215-4573-335	HIST. INTERP. ARCHIVE CNTRCT 10/9/22-11/8/22	000000	34.50
01-4415	PEARSON, JACI					
		I-20222	215-4573-335	HIST. INTERP. ORAL HISTORY MARK ASPAAS	000000	675.00
		I-20222	215-4573-335	HIST. INTERP. ORAL HISTORY ART CAMPBELL	000000	675.00
		I-20222	215-4573-335	HIST. INTERP. ORAL HISTORY JOY MCCRACKEN	000000	675.00
01-4625	FIB CREDIT CARDS					
		I-103122HP	215-4573-335	HIST. INTERP. SHUTTERSTOCK 2 IMAGES-ARCHIVES	000000	20.87
		I-103122HP	215-4573-335	HIST. INTERP. FEDEX SHIPPING TO MD- ARCHIVES	000000	116.14
		I-103122HP	215-4573-335	HIST. INTERP. WOODSTOCK SUPPLY - ARCHIVES	000000	376.15
01-5020	GREEN, LINDA					
		I-2022_001	215-4573-335	HIST. INTERP. BURLINGTON TRAILWAYS MAP-ARCHI	000000	600.00

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-5021	WARREN, DR.ROBERT E.					
	I-1	215-4573-335	HIST. INTERP. MOLLUSK SHELL ANALYSIS-ARCHIVE	000000	1,500.00	
			DEPARTMENT 573	HP HISTORIC INTERPRETATIO	TOTAL:	5,245.05

01-0776	ALBERTSON ENGINEERING,					
	I-18180	215-4575-515	GRANT/LOAN RE WHITEWOOD CREEK BOARDWALK	000000	247.50	
	I-18183	215-4575-515	GRANT/LOAN RE 31 CENTENNIAL RETAINING WALL	000000	381.25	
	I-18190	215-4575-515	GRANT/LOAN RE 458 WILLIAMS RETAINING WALL	000000	82.50	
01-4739	TWIN CITY HARDWARE-HP P					
	I-2210-215014-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 24 JEFFERSON	000000	26.53	
	I-2210-215152-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 56 TAYLOR	000000	249.99	
	I-2210-215175-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 56 TAYLOR	000000	78.98	
	I-2210-215676-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	149.93	
	I-2210-217611-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	20.97	
	I-2210-217895-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	54.98	
	I-2210-217964-	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	60.97	
			DEPARTMENT 575	HP DEADWOOD GRANT AND LOA	TOTAL:	1,353.60

01-0510	GOLDEN WEST TECHNOLOGIE					
	I-404098	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00	
01-0776	ALBERTSON ENGINEERING,					
	I-18185	215-4576-600	PROFES. SERV. BERG JWLRY STAIR ENCL RECONSTR	000000	1,995.00	
01-2394	GUNDERSON, PALMER, NELS					
	I-120780	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	525.00	
01-4497	DRINGMAN, PAT					
	I-110722	215-4576-630	PROFES. SERV. ACE HRDWR KID ALER WARN SIGNAL	000000	41.52	
	I-110722	215-4576-630	PROFES. SERV. WALMART CANDY TRUNK OR TREAT	000000	49.93	
01-4777	GOODE, BONITA					
	I-110722	215-4576-630	PROFES. SERV. WALMART CANDY TRUNK OR TREAT	000000	72.33	
			DEPARTMENT 576	HP PROFESSIONAL SERVICES	TOTAL:	3,698.78

01-1725	QUILL CORPORATION					
	I-28468103	215-4641-426	SUPPLIES	CORRECTIONS TAPE WHITE OUT-HP	000000	9.88
01-1827	MS MAIL & MARKETING					
	I-13440HP	215-4641-423	PUBLISHING	NOVEMBER NEWSLETTER	000000	667.85
01-3094	BOMGAARS					

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3094	BOMGAARS		continued			
		I-57017354	215-4641-426	SUPPLIES HAND TRUCK - HP	000000	35.00
01-3314	CENTURY BUSINESS PRODUC					
		I-647829	215-4641-428	UTILITIES HP/PZ PLOTTER 8/9/22-11/8/22	000000	69.68
		I-647830	215-4641-428	UTILITIES HP/PZ CONTRACT 10/9/22-11/8/22	000000	42.41
01-3373	AMAZON WEB SERVICES					
		I-1162775225	215-4641-428	UTILITIES WEB SERVICES 10/1/22-10/31/22	000000	201.07
01-4625	FIB CREDIT CARDS					
		I-103122HP	215-4641-426	SUPPLIES SHUTTERSTOCK 2 IMAGES - HP	000000	20.88
01-4711	AMAZON CAPITAL SERVICES					
		I-11YP-NT6L-C3PM	215-4641-426	SUPPLIES 3 HOLE PUNCH - BONNY	000000	74.82
		I-11YP-NT6L-C3PM	215-4641-426	SUPPLIES PCLIPS BCLIPS POST IT NOTES-HP	000000	32.44
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,154.03
				FUND 215 HISTORIC PRESERVATION	TOTAL:	22,480.00

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4902	CARA MIA LLC					
		I-7856	216-1310	DUE FROM OTHE 152 CHARLES RESTORATION	000000	15,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 15,000.00
01-0558	NHS OF THE BLACK HILLS					
		I-2022-10	216-4653-422	PROFESSIONAL SERVICE CONTRACT 10/22	000000	6,238.75
01-1496	LAWRENCE CO. REGISTER O					
		I-102722	216-4653-960	CLOSING CO REC FEE 66 TAYLOR AVE	000000	30.00
		I-102722-2	216-4653-960	CLOSING CO 66 LINCOLN REC FEE SMITH	000000	60.00
		I-110122	216-4653-960	CLOSING CO REC FEE 53 TAYLOR MARTINISKO	000000	60.00
		I-110222	216-4653-960	CLOSING CO REC FEE 20 WASHINGTON MORSE	000000	30.00
01-2248	TRUCANO, MIKE					
		I-102022	216-4653-962-01	SPECIAL NEEDS 908 MAIN REPAIRS	000000	10,000.00
01-4086	TWIN CITY HARDWARE - GR					
		I-2210-216802	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	196.98
		I-2210-218692	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	86.93
		I-2210-219161	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	55.46
		I-2211-220294	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	133.09
01-4726	KNECHT HOME CNTR-GRANTS					
		I-839152	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	200.89
01-DR	DRUMMOND, NICHOLAS					
		I-64	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	1,600.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 18,692.10
				FUND	216	REVOLVING LOAN
				TOTAL:		33,692.10

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-10/31/22 EQR	602-4330-422	PROFESSIONAL NOVEMBER EQR WATER USAGE	000000	30,076.03
01-0677	LAWSON PRODUCTS, INC.					
		I-9600129745	602-4330-424	RENTALS TORRENT MONTHLY RENT/WATER	000000	200.00
01-0828	USA BLUEBOOK					
		I-155887	602-4330-426	SUPPLIES STEEL HYD-LIQUID LAMOTTE/WATER	000000	333.94
		I-162554	602-4330-426	SUPPLIES LIQUID FILL GAUGE-FIRE HOSE/WT	000000	182.12
01-1827	MS MAIL & MARKETING					
		I-13440	602-4330-426	SUPPLIES UTILITY BILL MAILING - OCTOBER	000000	337.91
DEPARTMENT 330 WATER						TOTAL: 31,130.00
FUND 602 WATER FUND						TOTAL: 31,130.00

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE					
		I-57097	610-4360-425	REPAIRS SVC ENGINE,OIL,FILTR,FLUID-P&T	000000	109.20
01-4625	FIB CREDIT CARDS					
		I-10/31/22 FINANCE	610-4360-426	SUPPLIES SRVICE AWARD - C.NELSON	000000	123.43
01-4711	AMAZON CAPITAL SERVICES					
		I-19GY-QQLF-7K1N	610-4360-426	SUPPLIES WIRELESS KEYBOARD/MOUSE-P&T	000000	79.99
		I-1DR7-JNXY-7HH3	610-4360-426	SUPPLIES FEM-FEM JUMPER-TOGGLE SWT/P&T	000000	55.16
01-4766	IPS GROUP INC					
		I-INV78040	610-4360-422-02	PROFESSIONAL CC-MAINT-GATEWAY FEES/P&T	000000	3,613.58
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,981.36
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67546	610-4361-425	REPAIRS DISMOUNT-MOUNT TIRE/TROLLEY	000000	15.00
01-1503	BLACK HILLS SPECIAL SER					
		I-30012	610-4361-422	PROFESSIONAL MAY CLEANING/TROLLEY	000000	2,550.00
		I-30423	610-4361-422	PROFESSIONAL JUNE CLEANING/TROLLEY	000000	3,550.00
		I-31327	610-4361-422	PROFESSIONAL JULY-AUG-SEPT CLEANING/TROLLEY	000000	10,350.00
		I-31328	610-4361-422	PROFESSIONAL OCTOBER CLEANING/TROLLEY	000000	2,450.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-842900	610-4361-426	SUPPLIES SPRAY PROTECT-RATCHETING/TROLL	000000	21.18
		I-32-843602	610-4361-426	SUPPLIES HOSE SWIVEL-COUPLER-FITTING/TR	000000	28.20
		I-32-843935	610-4361-426	SUPPLIES EASYTOUCH-TUBE KIT/TROLLEY	000000	101.13
01-1785	KIMBALL MIDWEST					
		I-100456907	610-4361-426	SUPPLIES CONV KIT-FLANGE-CHART/TROLLEY	000000	250.96
01-2427	HOMETOWN MANUFACTURING					
		I-6384	610-4361-425	REPAIRS CAP GALV-RIVET-PINSTRIP/TROLL	000000	292.65
01-2889	ATCO INTERNATIONAL					
		I-I0605388	610-4361-426	SUPPLIES TAKE-OFF/TROLLEY	000000	100.00
01-3346	MONUMENT HEALTH					
		I-70000083212022	610-4361-422	PROFESSIONAL TESTING	000000	35.00
01-3970	A & I DISTRIBUTORS					
		I-3864427	610-4361-426	SUPPLIES GLASS CLNR-MYSTIC-SYNBLND/TROL	000000	139.71
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002906167	610-4361-422	PROFESSIONAL OCT DATA CONNECT SRVCS/TROLLEY	000000	92.95
01-4711	AMAZON CAPITAL SERVICES					

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1DWN-DRJP-QFD1	610-4361-426	SUPPLIES	DOCUMENT WALLETS/TROLLEY	000000 10.98
				DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL: 19,987.76
01-0429	BLACK HILLS ENERGY					
		I-POWER 11/01/22	610-4362-428	UTILITIES	20 WABASH ST LIGHTS	000000 27.03
01-3151	KONE CHICAGO					
		I-962358297	610-4362-422	PROFESSIONAL	OCT ELEVATOR MAINT/RAMP	000000 170.80
				DEPARTMENT 362	BROADWAY GARAGE	TOTAL: 197.83
				FUND	610 PARKING/TRANSPORTATION	TOTAL: 24,166.95

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-OCT-111022	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	4,665.31
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 4,665.31
				FUND	722 SALES TAX AGENCY	TOTAL: 4,665.31

PACKET: 05965 COMBINED - 11/22/22

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

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-11/15/22	723-4000-429	OTHER CITY SLOTS - PYMT 5, YEAR 2	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
				REPORT GRAND TOTAL:		517,374.10

TRI-CITY RUBBLE SITE AGREEMENT
December 2022 – December 2027

This contract made and entered into this 21st Day of November 2022, by and between the City of Deadwood, a political subdivision of the State of South Dakota, the City of Lead, a political subdivision of the State of South Dakota, and Central City, a political subdivision of the State of South Dakota (hereinafter referred to as "CITIES") and Adams Salvage Recycling & Recovery, LLC (hereinafter referred to as "ADAMS").

1. BASE TERMS:

- a. For the purposes of operating a Type 11B Solid Waste Disposal Site (hereinafter "Rubble Site") on behalf of CITIES.
- b. The term of this contract shall be for a period of five year from the date set forth above and shall expire on December 31, 2027. CITIES do hereby grant to ADAMS an option to renew the contract for an additional three-year period, upon ADAMS giving 180 days written notice prior to the end of the contract term. The annual renewal rate for each renewal term will be determined, changed, or adjusted by mutual agreement, in writing, of the parties. If the parties cannot agree on appropriate terms for the renewal term within 15 days of the expiration of the original term, the option to renew will be rescinded. The other terms and conditions of this contract will continue in effect unless changed in writing by agreement of the parties.
- c. The annual rate to be paid to ADAMS during the term of the agreement will be determined, changed, or adjusted by mutual agreement, in writing, of the parties on an annual basis. If the parties cannot agree to the annual rate prior the end of each year of
- d. the contract the annual rate to be paid to ADAMS shall remain the same for the next year of the contract. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

2. CITIES' OBLIGATIONS:

- a. CITIES shall approve any fee rates charged by ADAMS. Once set, the fee schedule may not be modified without the consent of CITIES.
- b. CITIES shall reimburse ADAMS for liability insurance for uses of the rubble site facility related to this contract upon proof and submittal of ADAMS for said insurance and shall maintain the CITIES insurance to cover the CITIES liabilities.
- c. ADAMS may place buildings on the Rubble Site for its use and operation of the Rubble Site at ADAMS' expense upon CITIES written approval. In the event of termination of this Agreement, CITIES agree to reimburse ADAMS the sum of \$50,000.00 for improvements and buildings consisting of the Well, Well House and Office if maintained and in good working order. These improvements will remain on the Rubble Site property following termination of this Agreement. If the buildings were not approved or do not meet the necessary codes ADAMS shall cause said buildings to be removed or brought up to necessary codes at ADAMS expense following termination of this Agreement.

3. **ADAMS' OBLIGATIONS:**

- a. To operate the Rubble Site in accordance with the terms set forth herein;
- b. To abide by all applicable laws and permit requirements of the operation of a Type IIB Solid Waste Disposal Site and ensure that all operations are in compliance with all local, state, and federal laws, rules, regulations, and permits or leases covering the same.
- c. ADAMS shall be available for any inspections by federal, state, or local authorities.
- d. ADAMS shall be responsible for disposing or removal of personal property, equipment, scrap metal, vehicles, and all salvage materials at required intervals and at the end of the contract.
- e. ADAMS shall be responsible for disposing of tires including costs of disposal on an annual basis. No tires shall become a permanent part of the Rubble Site.
- f. ADAMS shall maintain a complete record keeping system, including but not limited to income statements, accounts receivable and daily usage logs. ADAMS shall provide a written quarterly report to the managing entity representing the CITIES on usage, quantity waste disposal, income, and expenses. These records shall also be made available to CITIES at CITIES request for review.
- g. ADAMS shall provide all necessary equipment for operation and maintenance of the Rubble Site. ADAMS is responsible for the year-round maintenance of all roads within the Rubble Site as well as access to and from the Rubble Site from Yellow Creek Road.

4. **MECHANIC'S OR CONSTRUCTION LIENS:**

- a. ADAMS shall not subject the Rubble Site to any mechanic's, materialmen or construction liens of any kind unless specifically approved in writing by CITIES.

5. **INDEMNIFICATION:**

- a. During the entire term of the contract, ADAMS shall indemnify and hold harmless CITIES against any and all claims, debts, demands, or obligations which may be made against ADAMS or against ADAMS' title in the Rubble Site arising out of, or in connection with, any alleged act or admission of ADAMS or any person claiming under, by or through ADAMS.
- b. If it becomes necessary for ADAMS to defend any action seeking and imposing liability, ADAMS will pay CITIES all costs of court and attorney fees incurred by CITIES in effecting such defense in addition to any other sums which CITIES may be called upon to pay by reason of the entry of a judgment against ADAMS.
- c. This indemnification is applicable only to ADAMS' operation and management of its rubble site, according to all federal, state, and local laws and regulations. ADAMS shall obtain comprehensive general liability insurance to cover the activities of ADAMS undertaken herein with the general limits of said coverage being Two Million and no/100s Dollars (\$2,000,000.00), or a combination of general liability policies totaling Two Million and no/100s Dollars (\$2,000,000.00). CITIES shall be added as an additional insured on said policy(ies) and ADAMS shall present proof of such insurance to the CITIES.

6. DEFAULT:

- a. If at any time a default shall be made by ADAMS in the performance of any obligation of ADAMS herein set forth, then it shall be lawful for CITIES to declare the contract term ended and to reenter upon the Rubble Site and take possession of the same under the terms and conditions herein provided.
- b. If the default occurs, and if CITIES shall so elect, they may declare this contract term ended by giving ADAMS thirty (30) days written notice specifying the event causing the default and ADAMS shall have thirty (30) days, after the date of receiving the notice, to cure such default.
- c. If not timely cured, this contract shall terminate; if timely cured, this contract shall continue.

7. HOURS OF OPERATION:

- a. The Rubble Site shall be open for use by the public Mondays through Saturdays during regular business hours (8:00 AM to 4:00 PM). ADAMS shall annually present CITIES the holiday schedule in conjunction with the Free Dump schedule.
- b. In the event of inclement weather (high winds, heavy rain, or snow), ADAMS may decide to close the Rubble Site for public safety and notify CITIES.

8. FREE DUMPING:

- a. Residents of CITIES and of Lawrence County shall be allowed free dumping four times per year, generally:
 - i. Near the end of March (free dump weekend);
 - ii. Mid-May (spring clean-up week);
 - iii. Late September (free dump weekend); and
 - iv. Early November (free dump weekend).

9. FEES:

- a. Fees shall be established by contract addendum and agreed to by both CITIES and ADAMS. Tipping fees may be adjusted pursuant to mutual agreements with CITIES and ADAMS, exclusive of these contract terms. CITIES will approve the rate of the fees.

10. SITE USAGE:

- a. CITIES have exclusive rights to harvesting timber, minerals, and other Rubble Site natural resources. ADAMS shall coordinate with CITIES to facilitate these operations as deemed necessary by CITIES.
- b. ADAMS may, with the approval of CITIES, engage in other appropriate, lawful, and permitted activities for income generation at the Rubble Site.
- c. ADAMS shall ensure the operations of the Rubble Site are conducted in a safe, efficient, and professional manner.

11. TERMINATION:

- a. At the termination of this contract, ADAMS will peaceably and quietly deliver possession of the Rubble Site within 180 days to CITIES.

12. QUIET ENJOYMENT:

- a. CITIES covenant and agree with ADAMS that so long as ADAMS keeps and performs all of the covenants and conditions by ADAMS to be kept and performed hereunder, ADAMS and his successors in interest shall have quiet and undisturbed and continued possession of the Rubble Site, free from any claims by CITIES or any persons or entities claiming thereunder.

13. FORCE-MAJEURE:

- a. In the event that CITIES or ADAMS shall be delayed, hindered in or prevented from the performance or any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, the act or failure to act of either party for said reason shall be excused for the period of delay necessitated by the above without either party being held accountable for the same.

14. WRITTEN MODIFICATIONS:

- a. No modifications, release, discharge, amendment, or waiver of any provisions hereof shall be of a force or effect unless reduced to writing and executed by all parties.

15. LAWS:

- a. The laws of the state of South Dakota in force and effect at the date of the execution of this contract shall govern and control the interpretation and application of this contract except where new laws or regulations mandate a modification to this contract in order to continue to perform the duties and obligations of either party hereunder, which the parties shall not unreasonably withhold consent to such modification pursuant to any new law or regulation mandating the modification hereto.

SIGNATURE PAGES

IN WITNESS WHEREOF, both parties have hereunto set their hands and seals the day and year first above written:

CITY OF LEAD

Dated this ____ day of _____, 2020.

By: _____
Ron Everett, Mayor

ATTEST:

John Wainman Jr
City Administrator

CITY OF DEADWOOD

Dated this ____ day of _____, 2022.

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

ATTEST:

Jessica McKeown
City Finance Officer

CITY OF CENTRAL CITY

Dated this ____ day of _____, 2022.

By: _____
Donovan Renner, President of Board of Trustees

ATTEST:

Print Name: _____
Title: _____

ADAMS SALVAGE RECYCLING AND RECOVERY

By: _____
Heather Anderson
Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared Heather, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

My Commission Expires: _____

Notary Public

Your Single Source Service Provider



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

November 4, 2022

QUOTE NUMBER: Q2205939**CASEY DEBUHR**

Rasmussen Mechanical Services
 3590 Mayer Ave
 Sturgis, SD 57785

LORNIE STALDER

CITY HALL/PLANNING/ZONING
 108 SHERMAN STREET
 DEADWOOD, South Dakota
 57732

Proposal**Subject: CRAC UNIT REPAIRS****Lornie Stalder,**

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

Inclusions:

This quote is for the replacement parts on both CRAC Units at City Hall. The parts needed will be the following:

- IR Lamps
- Valve Solenoids
- Safety Switches
- Liquid Level Switch
- Humidifier Sensor

The total on this includes parts for both units and labor.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a Time and Material basis NOT TO EXCEED the net sum of:

Three Thousand Nine Hundred and Seventy One Dollars....\$3,971.00

Terms and Conditions

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

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

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

Respectfully Submitted,

Casey Debuhr

Preventative Maintenance

Rasmussen Mechanical Services

Phone:

Mobile: +1 6056700494

Email: casey.debuhr@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: CITY
HALL/PLANNING/ZONING

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2205939

Date of Acceptance



November 8, 2022

Mr. Kevin Kuchenbecker
City of Deadwood
Department of Planning & Preservation
108 Sherman Street
Deadwood, South Dakota 57732

Subject: Cost Proposal - Geotechnical Exploration & Review
Proposed Whitewood Creek Boardwalk Trail Reconstruction
US Highway 14A & Railroad Avenue
Deadwood, South Dakota

Dear Kevin,

At the request of Mr. Jared Schippers (Albertson Engineering), American Engineering Testing (AET) is pleased to submit a proposal for the subsurface exploration for use in the planning and design of the above referenced project to be constructed in Deadwood, South Dakota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fees for our services.

PROJECT INFORMATION

Based on the information provided, we understand the former Whitewood Creek Boardwalk Trail will be reconstructed in Deadwood. The former wooden boardwalk was founded on short concrete drilled piers, which experienced large amounts of rotational movement, and has since been demolished. We understand it has been proposed to realign the trail slightly into the existing hillside and construct short Redi-bock retaining walls on the uphill and downhill sides of the trail. The new trail will then be paved with concrete.

The purpose of the geotechnical study will be to determine the subsurface conditions at the site and to evaluate the suitability of the site soils for their use in constructing the proposed retaining walls as well as the stability of the anticipated hillside cuts. Based on our review of the site, access to the boring locations will be possible along Railroad avenue utilizing AET's truck mounted drill rig.

SCOPE OF SERVICES

Field Exploration

Based on the information provided, the following scope of services will be provided:

- Arrange clearance of underground public utilities through SD One Call.

1745 Samco Road | Rapid City, SD 57702
Phone (605) 388-0029 | teamAET.com | AA/EEO

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- Perform a total of three (3) standard penetration test (SPT) borings along Railroad Avenue, which parallels the proposed trail alignment, to depths of about 20 feet below grade, or practical auger refusal, whichever is less.

Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The client/property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the client/property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using solid flite or hollow stem augers, and sampling by either the split-barrel method (ASTM D1586) or the ring lined-barrel method (ASTM D3550). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to a depth of 15 feet, then every 5 feet to the proposed terminal boring depths. Representative portions of recovered samples will be collected in sealed glass jars or capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes with auger cuttings and patch existing pavement (where applicable).

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include natural moisture content, dry density, Atterberg Limits, gradation (sieve) analysis, and unconfined compression.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

REPORT

We will prepare a geotechnical engineering report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

COST PROPOSAL - GEOTECHNICAL EXPLORATION
PROPOSED WHITEWOOD CREEK BOARDWALK TRAIL RECONSTRUCTION
DEADWOOD, SOUTH DAKOTA
NOVEMBER 8, 2022



- Grading procedures to prepare the wall areas for structural support, including comments on the suitability of the on-site soils for reuse as fill as well as imported fill requirements.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation movement.
- Backfilling procedures, including material types and compaction requirements.
- Soil parameters for use in designing the wall systems to include lateral earth pressures, friction angles, friction coefficients, and soil/aggregate unit weights.
- Global slope stability review.
- Comments on other items which may affect final performance or constructability.

SCHEDULE

Weather and site access permitting, the drilling can be scheduled within about 15 working days from receiving a written notice-to-proceed. The drilling can be completed in 1 day. Laboratory testing will require approximately 7 to 10 working days to complete. The report can be submitted within about 10 working days following the completion of the laboratory testing.

FEES

Our fees for the scope of services described above will be charged on a lump sum basis of \$5,250.00, plus applicable state and local taxes. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

COST PROPOSAL - GEOTECHNICAL EXPLORATION
PROPOSED WHITEWOOD CREEK BOARDWALK TRAIL RECONSTRUCTION
 DEADWOOD, SOUTH DAKOTA
 NOVEMBER 8, 2022



ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact our office at 605-388-0029.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Walt Feeger', is written over a horizontal line.

Walt Feeger, PE
 Senior Geotechnical Engineer

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. SD One Call), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

DEADWOOD

FIRE DEPARTMENT

737 Main Street
Deadwood, SD 57732-1015
Phone (605) 578-1212 • Fax (605) 578-1190
Email: firedept@rushmore.com

Date: November 15, 2022

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Bunker Gear purchase

The Fire Department is requesting Personal Protective Equipment (PPE), currently we are requesting permission to order three (3) sets of gear at an estimated cost of 3000.00-3200.00 per set or \$9,600.00(estimated) total. This is a budgeted item for the year 2023. Ordering these three sets of gear should enable use to get the equipment sometime in May 2023

Recent additions to the membership require that we add more gear to out fit the new members of the Department

Thank you for your time and consideration.

Regards



Alex L. Hamann
Deadwood Volunteer Fire Chief

Merchant Credit/Debit Card Agreement

This agreement is made on this ____ day of October, 2022 between i3 - BIS, LLC (COMPANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and the City of Deadwood, SD (CLIENT).

- ❑ WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and
- ❑ WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to Install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and
- ❑ NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

SCOPE OF WORK

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards by CLIENT for online tax payments. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

Payment Terms:

COMPANY will charge the following:

- 2.75% or \$1.50, whichever is greater, for credit & debit card transactions.

All transactions processed by the COMPANY will be collected directly from CLIENT's customers via the web site. Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

Performance. COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

Statement of Work (SOW). If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("SOW") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Policies. See "Attachment B" for BIS Refund Policies regarding commerce interchange.

1. INDEMNITY

i3-BIS, LLC will indemnify and hold the CLIENT harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

3. TERM AND TERMINATION

This agreement shall commence on December 1st, 2022, and shall continue in full force and effect for a period of one (1) year. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of South Dakota.

8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.

10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or its customers while performing the services stated within this agreement. "Confidential Information" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (i3-BIS, LLC)

CLIENT

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Print

Print



INVOICE

Of Celebrating **GREAT FUTURES.**

DATE: 09Nov2022

INVOICE: 2022

TO: City of Deadwood
102 Sherman St
Deadwood, SD 57732

Description

Amount

2022 Budget Allocation Request

Lead-Deadwood Club

\$3,500.00

11/21/22 agenda
pay on 12/5/22
Total:

\$3,500.00

Thank you for your support of the youth we serve!

GREAT FUTURES START HERE.

Addendum to the TEAMSTERS Contract, 2023 Teamsters Local Union 120

This Addendum to the Collective Bargaining Agreement, by and between the Teamsters Local Union 120, affiliated with the International Brotherhood of Teamsters and the City of Deadwood Police Department (January 1, 2023 through December 31, 2023), and City of Deadwood, State of South Dakota, is hereby entered into on the day and date hereinafter set forth.

That said Collective Bargaining Agreement is hereby amended for the contract year of 2023 as follows: All police officer employees shall receive an 8% COLA increase added to their current hourly wage for year 2023. The police officers shall see no insurance premium increases for 2023.

Dated this 21st day of November, 2022.

Signed

BY: _____
Mayor City of Deadwood, South Dakota

Teamsters, Local 120

BY: _____
Business Agent, Teamsters Local 120

ATTEST: _____

Your Single Source Service Provider |



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

November 14, 2022

QUOTE NUMBER: Q2206095**CASEY DEBUHR**

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

LORNIE STALDER

DEADWOOD FIRE HALL
737 MAIN STREET
DEADWOOD, South Dakota
57732

Proposal**Subject: Actuator/Foot Pedal/Cooling Fan****Lornie Stalder,**

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

Inclusions:

- Cooling Fin
- Actuator
- Foot Pedal

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a TIME AND MATERIAL BASIS for the ESTIMATED net sum of

Three Thousand One Hundred and Twenty Dollars....\$3,120.00

Terms and Conditions

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

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

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

Respectfully Submitted,

Casey Debuhr

Preventative Maintenance

Rasmussen Mechanical Services

Phone:

Mobile: +1 6056700494

Email: casey.debuhr@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: DEADWOOD
FIRE HALL

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2206095

Date of Acceptance

Your Single Source Service Provider



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

November 15, 2022

QUOTE NUMBER: Q2206122**CASEY DEBUHR**

Rasmussen Mechanical Services
 3590 Mayer Ave
 Sturgis, SD 57785

LORNIE STALDER

CITY HALL/PLANNING/ZONING
 108 SHERMAN STREET
 DEADWOOD, South Dakota
 57732

Proposal**Subject: RTU #5 Compressor and Ignitor repair****Lornie Stalder,**

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

Inclusions:

- (1) Compressor
- (1) Contactor
- (1) Filter Dryer
- (1) Ignitor
- R410 Refrigerant
- Labor

Price

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

Five Thousand Seven Hundred and Eighty Four Dollars....\$5,784.00

Terms and Conditions

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

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

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

Respectfully Submitted,

Casey Debuhr

Preventative Maintenance

Rasmussen Mechanical Services

Phone:

Mobile: +1 6056700494

Email: casey.debuhr@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: CITY
HALL/PLANNING/ZONING

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2206122

Date of Acceptance

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE
FOR SALON 14A**

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 November 21, 2022, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-27314):

Notice of transfer from Salon 14-A, LLC, M.S. 687 Tract D-1, a portion of the Carpenter Placer, M.S. 687 Tract C, Westhoff, SD and Tract A, Carpenter Placer, M.S. 786 Tract A, Westhoff, SD, M.S. 687 Tract 0113, City of Deadwood, Lawrence County, SD to Saloon 14A, at 68 Main Street.

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

Dated this 7th day of November, 2022.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – November 10, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 21, 2022, 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:

Relaxation of Open Container:

Friday, January 27, 2022: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Saturday, January 28, 2023.

Saturday, January 28, 2022: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Sunday, January 29, 2023.

Special Full Temporary Liquor License for Deadwood Chamber

For Friday January 27 and Saturday January 29, 2023 from 11:00 a.m. to 10:00 p.m. each day.

Fireworks Display

Requesting permission for fireworks display at 6:00 p.m. on Friday January 27, & Saturday January 28, 2023.

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

Dated this 7th day of November, 2022.

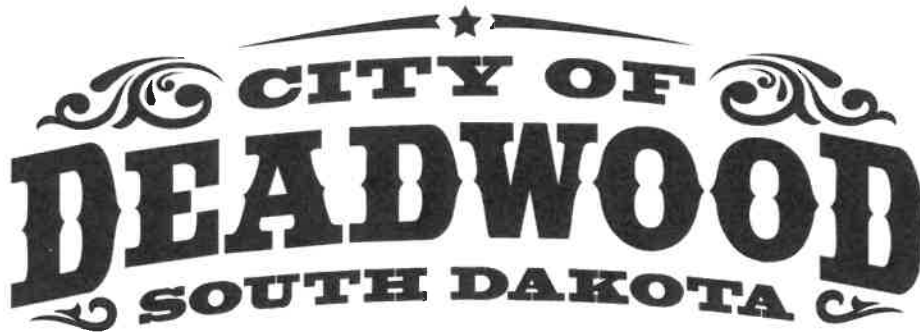
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, November 10, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.



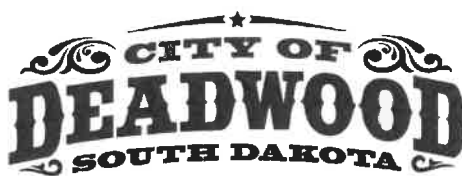
Event Complex Rental and Use Agreement

Event: Snocross 2023

Date: 1/27-1/28

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Snocross Showdown

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876

Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): 1/23/23

Hour(s): 6am

Event Date(s): 1/27 and 1/28

Hour(s): 6am-10pm

Clean-up Date(s): 1/29/23

Hour(s): 6am-2pm

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Snocross Showdown

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

Name: Lee Harstad Title: Director
 Phone: 605-578-1876 Representing: Deadwood Chamber

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

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☒ For-Profit ☐ Private ☒ Non-Profit ☐ Government
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$2.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

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

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>0.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ <u>0.00</u>	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ <u>0.00</u>		
Total Fees	\$ <u>0.00</u>	Total Deposits	\$ <u>1,100.00</u>

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____

Date: 9/22/2022

For Office Use Only:

Date Fees Received _____

Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,
WAIVER OF BANNER FEES
FOR K9 KEG PULL**

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 November 21, 2022 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:

Saturday January 28, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Main Street closure Deadwood to Pine Street 9:00 a.m. to 6:00 p.m. on Saturday, January 28, 2023.

Request to Waive Banner Fee:

For Deadwood Chamber, Saturday, January 28, 2023.

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

Dated this 7th day of November, 2022.

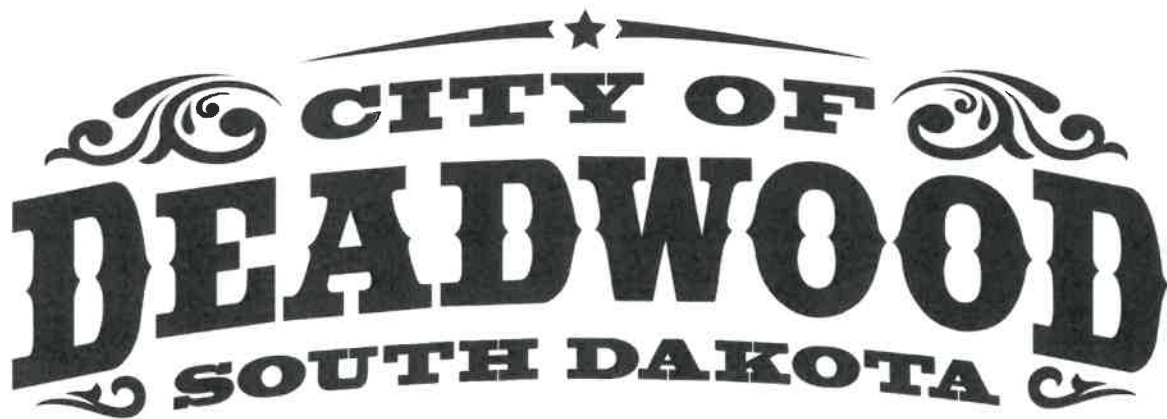
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: November 10, 2022

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

K9 KEG Pull 1-28-23

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).

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert

☐ Street Fair ☐ Triathlon ☐ Other

Event Title: K9 Keg Pull

Event Date(s): 1/28/23
(month, day, year)

Total Anticipated Attendance: _____

# of Participants	# of Spectators
-------------------	-----------------

Actual Event Hours: (from): 9am AM / PM (to): 3pm AM / PM

Location / Staging Area: Deadwood to Pine Street/Outlaw Square

Set up/assembly/construction Date: 1/28/23 Start Time: 9am AM / PM

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

Dismantle Date: 1/28/23 Completion time: 6pm 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/Outlaw Square. 1/28/23 9am-6pm

- 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.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

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

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-2429 Fax #: (605) 578-2429

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

Name: _____

Address: _____ (city) _____ (state) _____ (zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(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 | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s): |

Race Fee \$15

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:

K9 Keg Pull
 Deadwood to Pine /Outlaw Square
 Saturday 1/28/23
 9am-6pm
 Open Container 1/28/23 Noon-10pm. Zone 1-2
 Waiver Banner Fees/Sponsors

**NOTICE OF PUBLIC HEARING
MARDI GRAS EVENT
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 21, 2022 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:

Relaxation of Open Container:

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

Saturday, February 11, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Saturday, February 11, 2023: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends.

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

Dated this 7th day of November, 2022.

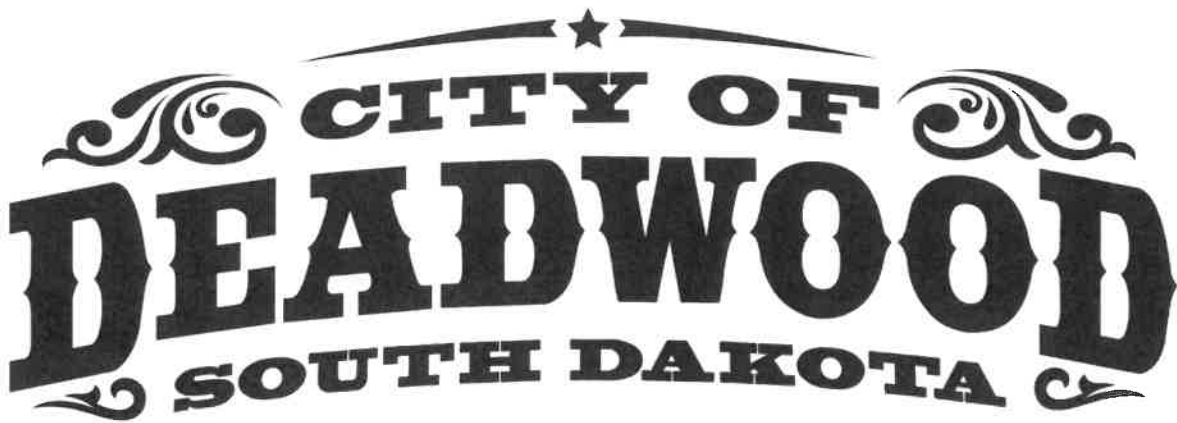
CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish: B.H. Pioneer, November 10, 2022

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

Mardi Gras Feb10-11 2023

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).

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☒ Other

Event Title: Mardi Gras

Event Date(s): 2/10-11/2023 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 7pm AM / PM (to): _____ AM / PM

Location / Staging Area: Main Street

Set up/assembly/construction Date: 2/11/23 Start Time: 7pm AM / PM

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

Dismantle Date: 2/11/23 Completion time: 8pm 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:

- 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.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

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

Daytime phone: (605) 578-1878 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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

Name: _____

Address: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249**(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:

Crowning of King and Queen and Cajun Feast Friday 2/10/23

Mardi Gras Parade 2/11/23 7-8pm

Request Street Closure for Parade. Tin Lizzie to Pine Saturday 2/11/23 7-8pm

Request open container Friday 2/10/23 5-10pm

Saturday 2/11/23 Noon-10pm

**NOTICE OF PUBLIC HEARING
STREET CLOSURE AND OPEN CONTAINER
FOR 3-WHEELER MOTORCYCLE RALLY 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 November 21, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Wednesday, July 12, 2023: Motorcycle parking on Main Street from Wall Street to Deadwood Street northwest side only, from 11:15 a.m. to 2:00 p.m.

Thursday, July 13, 2023: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 8:30 p.m. until parade ends.

Relaxation of Open Container:

Sunday, July 10, Monday, July 11, Tuesday July 12, Wednesday July 13, Thursday July 14, 2023 at the Event Complex from 11:00 a.m. to 10:00 p.m.

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

Dated this 7th day of November, 2022

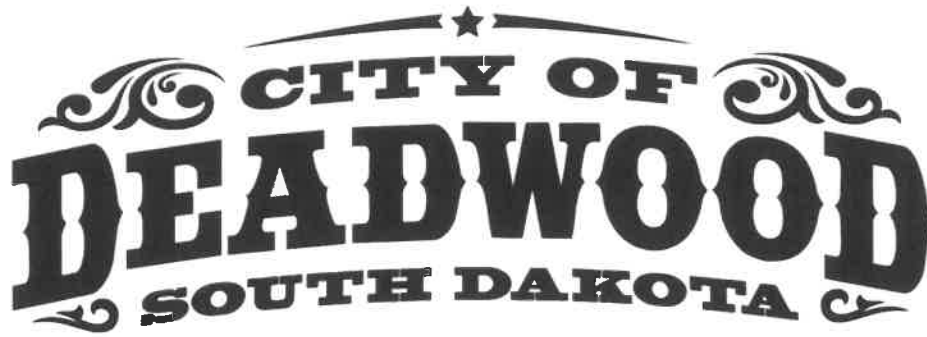
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, November 10, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.



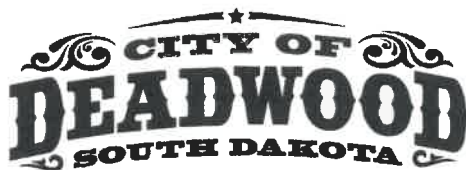
Event Complex Rental and Use Agreement

Event: 9th Annual Deadwood 3 Wheeler Rally

Date: July 9-14, 2023

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Michele Pierce

Business/Organization: First Gold, Inc.

Mailing Address: 270 Main

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-9777

Cell Phone: 307-391-1541

Email Address: michelep@firstgold.com

Dates Event Complex requested:

Set up Date(s): Saturday, July 8, 2023

Hour(s): 7 am - 10 pm

Event Date(s): Sunday, July 9, 2023

Hour(s): 7 am - 10 pm

Clean-up Date(s): Friday July 14, 2023

Hour(s): 7 am - 5 pm

Approximate number of people who will attend: 1000

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: Deadwood 3 Wheeler Rally

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Michele Pierce Title: Event Coordinator
 Phone: 307-391-1541 Representing: First Gold, Inc.

Name: Fritz Carlson Title: Owner
 Phone: 605-210-0433 Representing: Badlands Security

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☒ For-Profit ☐ Private ☐ Non-Profit ☐ Government
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>3,500.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ _____		
Total Fees	\$ <u>3,500.00</u>	Total Deposits	\$ <u>1,100.00</u>

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

Organization: First Gold, Inc.

Name: Michele Pierce

Title: D3WR Event Coordinator

Signature: 

Date: 9-1-2022

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Request for Equipment and Services 9th Annual Deadwood 3 Wheeler Rally July 9-14, 2023

A team of volunteers for the Deadwood 3 Wheeler Rally will be providing most of the necessary manpower at the Deadwood Event Complex. We do not anticipate needing extensive services from the Deadwood City workers during the event and will work with department heads to alleviate the need for services throughout the week. Volunteers will be responsible for the set-up and the day to day clean-up of the event complex area.

Use of the bathrooms under the grandstands are being requested. (With covid-19 we need to know who will be cleaning the bathrooms and understand who is responsible for social distancing signs).

We request the use of the folding chairs and any tables under the grandstand to be used on the property throughout the duration of the event. As we continue planning, we may ask to use the portable bleachers.

We request the use of ALL the city owned tents to be used during the rally from Saturday noon thru Thursday evening at 10 pm. We ask that city workers put up the tent by or prior to Saturday morning - July 8th.

We request the use of the water hydrants for riders to utilize to wash their trikes. Cleaning buckets, hoses, rags will be provided by D3WR.

In 2021 we worked with the Deadwood Police Department to aid in getting the destination rides out of the complex in a safe and timely manner. We will meet with the proper authorities in 2023 to request similar assistance and have the necessary paperwork filed with the city and state. We are not planning regular large group rides from the Deadwood Event Complex thus the manpower from the police will be minimal. However, we need assistance leaving the DEC for an all-women's ride (date and time TBD), on Wed., July 12 at 11:15 am for the Show N Shine and Thursday July 13th at 8:30 pm for the night parade.

We will be asking the city to provide some traffic barricades that can be used within the complex during the event and to also provide barricades for the Trike Show n' Shine, however D3WR will be able to put up and remove the Trike Show n' Shine barricades at the designated times if so approved by the City. We will continue to work with city department heads to determine the space needed on Main Street.

Badlands Security is being hired to patrol the area at night as trikes may need to be parked in the complex area overnight and vendors will have their merchandise/displays up in the designated areas.

We will work with the Days of 76 Museum to ensure trikes do not park in their designated/reserved parking spaces. We will have signs right inside the DEC at the entrance for museum guests to travel left. We will keep the trikes traveling to the right for the duration of the rally.

We ask that the trolley pick-up and delivery guests to the outside entrance of the DEC Starting Sunday at noon until the rally's conclusion on Thursday evening at 10pm.

We will keep the lines of communication open and have meetings as needed or requested by the City.

Recap for services:

Put up sign for no parking in the event complex effective midnight on Friday July 7th.

Set up ALL city -owned tents for the event

Provide guidance on vendor placement to best utilize the existing electricity.

Make accessible the chairs from Days of 76 and portable bleachers.

Make accessible freezer under grandstand for ice – ice will be made and pre-bagged at First Gold and brought over.

Provide barricades (if needed) for Wednesday Show n Shine

Open bathrooms under grandstands for use by registrants

Pick up garbage bags once a day from the event complex

Turn on water hydrant to use for trike wash station

Permission to use the football field for yard games (corn hole, Koob, Flamingo Golf Put, Frisbee) and to take a group picture.

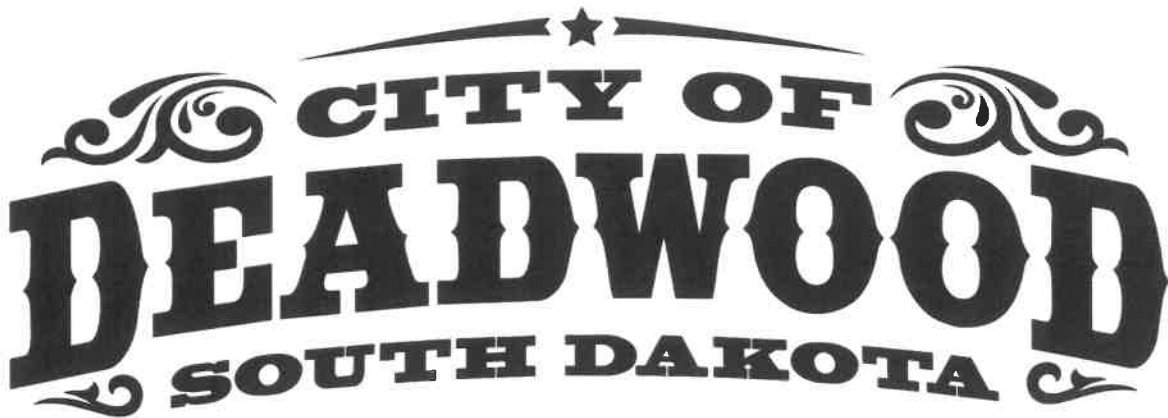
Hang D3WR banners across Main Street

Turn on wifi for vendors to use to make transactions

Provide police escort for parade on Thursday Night at 8:30

Police assistance to get women riders out of the complex for their all-woman ride. Date and time TBD.

Provide 18 large orange construction cones for use during the rally inside the DEC



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

3 Wheeler Rally SHOW-SHINE 2023

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).

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☒ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☒ Other

Event Title: Deadwood 3 Wheeler Rally Show n Shine & Night Light Parade

Event Date(s): July 12 /13 , 2023 Total Anticipated Attendance: 1500-2000
 (month, day, year) (# of Participants 100+ # of Spectators 1500+)

Actual Event Hours: (from): ShownShine 11:15am- 2 p AM / PM (to): Parade 8:30 pm to 9 pm AM / PM

Location / Staging Area: Deadwood Event Complex

Set up/assembly/construction Date: S&S- July 14 @11:15 Start Time: 11:30 AM AM / PM

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

S & S setup up barricades, get trikes arranged by group downtown. Parade has no set-up

Dismantle Date: S & S July 14 Completion time: 2 pm 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:

Show & Shine - Wall to Shine St. / The night parade will run the length of historic main

- 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.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: First Gold, Inc

Chief Officer of Organization (NAME): Mike Gustafson

Applicant (NAME): Michele Pierce Business Phone: (605) 717-7174

Address: 270 Main Deadwood SD 57732
 (city) (state) (zip code)

Daytime phone: (605) 578-9777 Evening Phone: (307) 391-541 Fax #: ()

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

Name: _____

Address: _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

(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 |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> 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). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> 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:

These events are part of the 9th Annual Deadwood 3 Wheeler Rally that is being held at the Deadwood Event Complex July 9-14, 2023

The trike show n shine is designed to allow trike owners to compete for a ranking and prizes in various predetermined categories. The event will last 2 hours.

The night light parade will be held on Thursday July 13th. Trikes will line up in the Deadwood Event Complex and be escorted by local police department beginning at 8:30 pm. The parade should not take more than 20-30 minutes. SD DOT permits will be obtained.

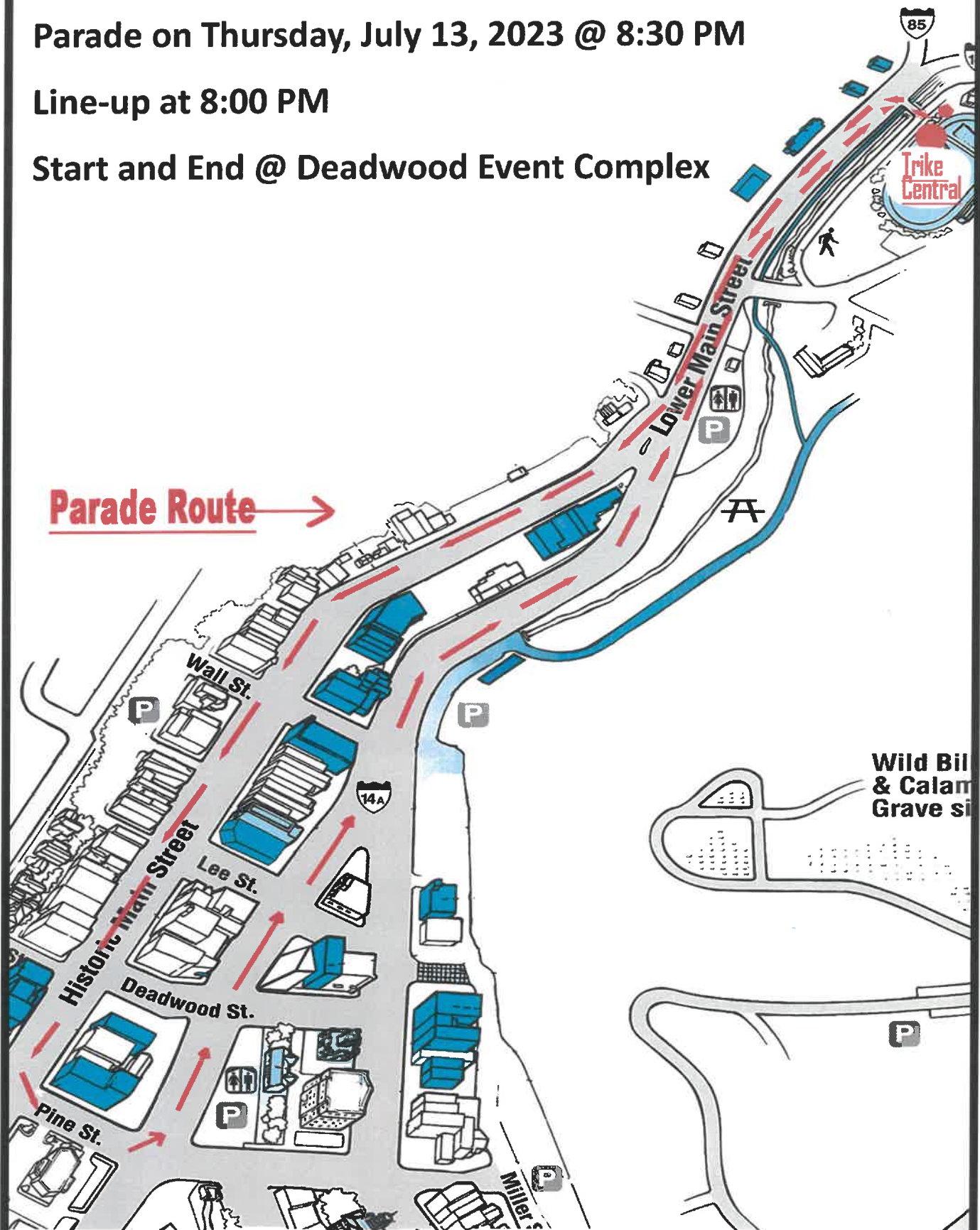
Please see the attached maps for both events.

D3WR “Night Light Parade” Route Map

Parade on Thursday, July 13, 2023 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex



PROPOSED CHANGES

9th Annual Deadwood 3 Wheel Rally July 9-14, 2023

Outlaw Square Activities – We want to collaborate with and promote more of the Outlaw Square Activities. Many of our attendees come in on Saturday and we want to draw more attention to what is happening downtown before they get here as well as what is happening throughout the week. We will be proposing having the D3WR Show n’ Shine awards given out from the Outlaw Square on Wednesday afternoon following the event to keep riders close and draw spectators into town.

Road Warrior Foundation – For the past 6 years, D3WR has been working with the Road Warrior Foundation. Their mission is to provide adventures to military veterans by empowering them through challenges that honor their service. Last year the streets of Deadwood were lined with 100’s of people welcoming this group as they rode through Deadwood’s Main Street. D3WR was able to raise over \$2400 for them through a pie social. In 2023 we want to increase awareness and funds raised for this worthy organization. D3WR organizers will work with local businesses and media to achieve this goal.

Note: Deadwood receives recognition and promotion throughout the year from this organization in preparation for their ride here each year.

Wild Bill Me– In 2023 we will incorporate the Deadwood Chamber’s “Wild Bill Me” selfie campaign. To “sweeten the pot” and encourage people to participate we will give away ten \$100 vouchers that can be used toward their 2023 D3WR lodging in Deadwood. The vouchers will only be good for services at Bid 8 Properties and are non-transferrable.

In Conclusion

The Deadwood 3 Wheeler Rally appreciates the support of Bid 8 and are asking that you fund the 9th annual Deadwood 3 Wheel Rally at the same amount you did in 2022 which was \$30,000. We are open to your ideas and suggestions as we work to improve the rally and draw more people on trikes to the area and into your businesses.

Respectfully submitted,

Michele Pierce
D3WR Event Coordinator
michelep@firstgold.com
307-391-1541

Deadwood 3 Wheel Rally

OVERVIEW & FUTURE PLANS

The Deadwood 3 Wheeler Rally is an annual 5-day event is based out of Historic Deadwood, SD at the Deadwood Event Complex with daily destination rides to sites in and throughout the Black Hills area. A variety of activities also take place in downtown Deadwood and at various venues throughout town.

Despite the lingering effects of Covid-19, we had a record-breaking year in 2021 and this event continues to grow each year as indicated by the numbers below.

2021 Final Attendee Numbers:

- 819 Registrants from 41 states (up 381 participants from 2020 or 46.5% increase)
- 553 Trikes (up 245 trikes from 2020 or 44% increase)

2020 Final Attendee Numbers:

- 438 Registrants from 38 states (down 36% from 2019)
- 308 Trikes (down 35% from 2019)

2019 Final Attendee Numbers

- 690 Registrants from 39 states and 5 Canadian Provinces
- 476 Trikes

2021 Overview of Events

As always, our goal is to organize this event in such a way that the attendees spend as much time as possible in Deadwood if they are not out riding. The organized event activities for 2021 were as follows:

Happenings within Historic Downtown Deadwood:

- Trike Show n' Shine on Main Street
- Road Warrior Foundation Parade through Main Street
- Night trike parade on Main Street
- Downtown Deadwood Walking Trivia
- VFW Pancake Fundraiser- at VFW
- Outlaw Square Entertainment

Happenings at Deadwood Event Complex:

- Vendors
- Socials/Live Music/Karaoke on select evenings
- Meal on Thursday Night/Awards
- Entertainment
- Trike Games of Skill

Happenings Outside Deadwood

- Poker run
- Destination rides

Vendors

- In 2021, D3WR had a 25% increase in vendor in participation
- Supply chain issues had an affect on vendor attendance
- More vendors are expected to attend in 2022 which naturally draws more people to the event.

Security

- Provided nightly by Badlands Security Company.
- No reported incidents or mishaps.
- They have been hired again for 2022.

Marketing 2021 -

\$500 in Facebook ads placed

\$2500 in Local Radio Campaign

Collaborated with Black hills Badlands for various ad placement

Ads placed in South Dakota magazine, Quick Throttle Magazine

Direct mail to over 1000 past attendees

500 posters mailed to trike dealerships in a 6 state region

Live Facebook posts made daily by Quick Throttle Magazine and Bob and Tam's Adventures

In 2021 - Bid 8 properties were given an opportunity to put a Free ½ page ad in the event Guide

Assisting with Fundraising for Others

\$4200 for Ellsworth AFB's First Sergeants Operation WarmHeart

\$2400 Road Warriors Foundation.

Local VFW Pancake Feed

Wrap-up

Overall, the attendees were happy and felt safe. We were thanked repeatedly for forging ahead with the event and in the end, we were one of the only trike events that took place in 2021. Our attendees LOVE Deadwood, the Black Hills and what it has to offer, and they assure us they will be back to do it all over again.

NOTICE OF PUBLIC HEARING
BEFORE THE DEADWOOD BOARD OF ADJUSTMENT

City of Deadwood
City Commission
Deadwood, South Dakota 57732

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Administrative Official for a zoning amendment for a Planned Unit Development as allowed under Section 17.100 Amendments.

APPLICANTS: Preacher Smith, LLC and TRD, LLC

LEGAL DESCRIPTION:

Preacher Smith Tract; Lot A of Gov't Lots 13 and 19 in Section 11; Lot B of Gov't Lots 19 in Section 11 and Gov't Lot 12 of Section 14 and Lots 1 and 2 in Block 1B of the Ridge Development, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Less Lot A of the Ridge Development.

ADDRESS/PARCEL ID: 30930-00503-120-30

CURRENT ZONING DISTRICT: PF – Park Forest

NOTICE IS FURTHER GIVEN that said application will be heard by the City of Deadwood Board of Adjustment at the Deadwood City Hall, located at 102 Sherman Street, on Monday, December 5, 2022, will at 5:00 p.m. or soon thereafter as the matter may be heard 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 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 21st day of December 2022

City of Deadwood, Lawrence County, South Dakota

Jeremy Russell
Planning and Zoning
Administrator

PUBLISH: Black Hills Pioneer: November 25, 2022

Published once at the total approximate cost of

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



Jeramy Russell
Planning and Zoning Administrator
Telephone (605) 578-2082
jeramyr@cityofdeadwood.com

STAFF REPORT
PLANNING AND ZONING
November 16, 2022 MEETING

APPLICANT: WJP Holdings, LLC (William Pearson)

PURPOSE: Transfer of land & Creating Property Lines.

GENERAL LOCATION: 113 & 115 Mystery Wagon Road (Stage Run Phase 2)

LEGAL DESCRIPTION: LOTS 8A, 8B, 9A and 9B, BLOCK 4A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOTS 8 and 9, BLOCK 4A 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

FILE STATUS: All legal obligations have been completed.

ZONE: P.U.D. – Planned Unit Development

STAFF FINDINGS:

Surrounding Zoning:

North: P.U.D – Planned Unit Development
South: P.U.D – Planned Unit Development
East: P.U.D – Planned Unit Development
West: P.U.D – Planned Unit Development

Surrounding Land Uses:

Residential Homes
Residential Homes
Vacant Land
Vacant Land

SUMMARY OF REQUEST

The purpose of this plat is to facilitate the transfer of property and establish property lines. This plat describes the areas located at 113 and 115 Mystery Wagon Road. Duplexes have been constructed on these lots which now need to be separated by a property line down the center of the two structures prior to any transfer of property. This plat will create lots 8A, 8B, 9A and 9B, formerly lots 8 and 9.

FACTUAL INFORMATION

1. The property is currently zoned P.U.D. – Planned Unit Development.
2. The proposed lots are comprised of the following acreage: *Lot 8A 0.281 Acres±, Lot 8B 0.318 Acres±, Lot 9A 0.313 Acres, Lot 9B 0.275 Acres.*
3. The subject property is located within a low density residential designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.

STAFF DISCUSSION

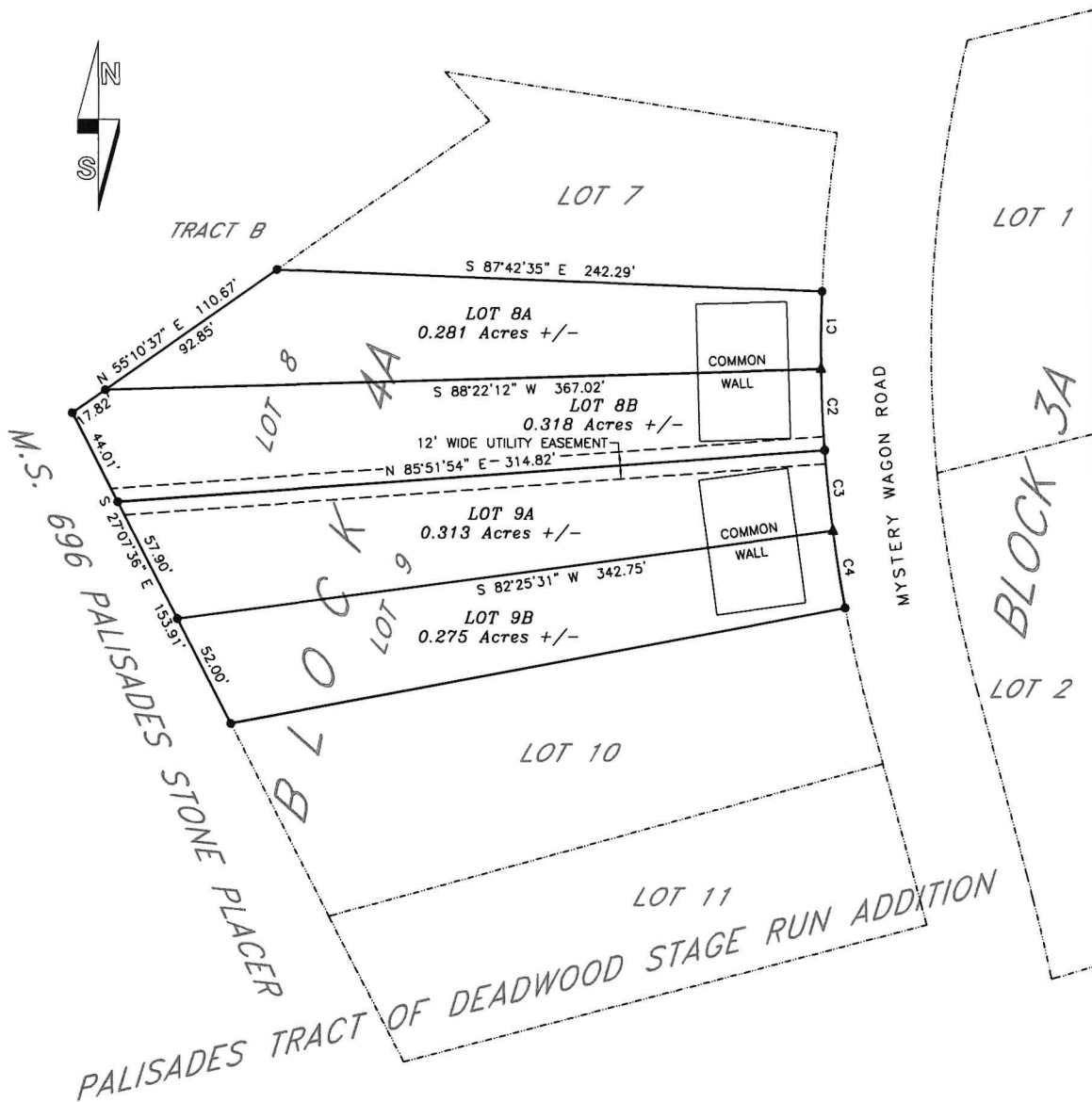
Phase 2 of Stage Run was laid out in the original master plan that Deadwood Stage Run LLC presented to the City of Deadwood in 2007. At that time, it was approved by the Deadwood Planning and Zoning Commission as well as the City Commission.

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.

ACTION REQUIRED:

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

PLAT OF LOTS 8A, 8B, 9A AND 9B, BLOCK 4A OF PALISADES TRACT OF DEADWOOD
 STAGE RUN ADDITION TO THE CITY OF DEADWOOD
 FORMERLY LOTS 8 AND 9, BLOCK 4A
 LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 14, THE SE $\frac{1}{4}$ OF SECTION 15, THE NE $\frac{1}{4}$ NE $\frac{1}{4}$
 OF SECTION 22 AND THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 23, T5N, R3E, B.H.M.,
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



- REBAR & CAP (VREM L56577)
- ▲ MAG NAIL



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	624.50'	34.30'	34.29'	S 00°43'01" W	3°08'48"
C2	624.50'	35.73'	35.73'	N 02°29'44" W	3°16'42"
C3	624.50'	35.69'	35.69'	N 05°46'19" W	3°16'29"
C4	624.50'	34.49'	34.49'	N 08°59'30" W	3°09'52"

NOTES:

- 1) PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION
 RECORDED IN DOC. #2008-2791
 BLOCKS 3A & 4A RECORDED IN DOC. #2020-3090
- 2) OWNER/DEVELOPER
 W.P. HOLDINGS LLC
 PO BOX 631
 DEADWOOD, SD 57732
- 3) A 5' DRAINAGE & UTILITY EASEMENT IS HEREBY GRANTED
 ALONG SIDE AND REAR LOT LINES AND 10' ALONG THE FRONT
 LOT LINES UNLESS OTHERWISE AS SHOWN



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

Date:	10/26/2022
Drawn By:	L. D. Vrem
Project No.:	22-456
Dwg. No.:	22-456.dwg

**PLAT OF LOTS 8A, 8B, 9A AND 9B, BLOCK 4A OF PALISADES TRACT OF DEADWOOD
STAGE RUN ADDITION TO THE CITY OF DEADWOOD
FORMERLY LOTS 8 AND 9, BLOCK 4A
LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 14, THE SE $\frac{1}{4}$ OF SECTION 15, THE NE $\frac{1}{4}$ NE $\frac{1}{4}$
OF SECTION 22 AND THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 23, T5N, R3E, B.H.M.,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

SURVEYOR'S CERTIFICATE

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

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

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 ST.
LEAD, SOUTH DAKOTA 57754
(605) 722-3840

Date:	10/26/2022
Drawn By:	L. D. Vrem
Project No.:	22-456
Dwg. No.:	22-456.dwg

PAGE 2 OF 2



Purchase Agreement

Pat Roberts
 Scott Peterson Motors of Sturgis
 1 Ford Place
 Sturgis, SD 57785

Buyer	Co-Buyer	Vehicle
City Of Deadwood City of Deadwood 102 Sherman St Deadwood, SD 57732 E: (605) 578-3052, C: (605) 578-3052 kevin@cityofdeadwood.com		2022 Ford Super Duty F-350 SRW XL VIN: 1FTRF3BN4NEF31096 Stock #: 22N1096 Mileage: 10 Color: Oxford White


Purchase Details	
Sales Price:	\$36,954.52
Accessories:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$299.00
Total Taxes	\$0.00
Total Sales Price:	\$37,253.52
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$37,253.52

X

 Customer Signature

 Date

X



 Manager Signature

 11/10/22

 Date

Disclaimer:

Printed 11/10/22 11:29 AM

This is an offer to purchase this vehicle today. NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit and employment history for the purpose of vehicle sale. Ask the Finance Officer how to protect your investment!

