

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting

5:00 p.m. Monday, December 7, 2020

**Masks are required to be worn while in City Hall. No exceptions!**

**Public Meeting will be available via Zoom and we encourage remote attendance.**

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. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of November 16, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Allen Schaefer, Legislative Audit, entrance conference and requests  
Mayor to sign engagement letter in conjunction with 2019 Audit (pg 37)

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 pay Adams Salvage in the amount of \$3,874.38 for Deadwood's portion of salvage yard annual insurance premium per contract. (pg 49)
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Halstead LLLP.
- C. Permission for Mayor to sign Quit Claim Deed and Certificate of Real Estate Value for the purpose of transferring property to Tim Grenstiner (pg 50)
- D. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer after action taken for process of tax deed for correction of Grenstiner property (pg 54)
- E. Permission to increase the wage of Parks Superintendent Randy Adler from \$22.98 per hour to \$24.25 per hour effective December 17, 2020 after 1 year as superintendent, which is 95% of prevailing wage.
- F. Make 2020 budgeted allocation to The Lord's Cupboard in the amount of \$2,500.00 from Bed and Booze Fund. (pg 56)
- G. Acknowledge payment from Lead Deadwood School District in the total amount of \$1,156.50, which was paid out to the two school resource officers.
- H. Permission to allow Ken Hawki (Fire Dept). to sign the US Dept. of Agriculture Forest Service Special Use Permit. (pg 57)
- I. Permission for Mayor to sign Combined Voting Agreement with Lead-Deadwood School District, City of Central City, City of Deadwood, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and Lead Fire Protection District. (pg 70)

## **7. BID ITEMS**

## **8. PUBLIC HEARINGS**

- A. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine License for Salon 14-A at 250 US HYW 14A. (pg 74)
- B. Set public hearing on December 21 for Road Grub Throw Down: special full temporary liquor license Friday, August 6 through Tuesday, August 10, 2021.
- C. Set public hearing on December 21 for Franklin Hotel New Year's Eve Ball Drop Event: street closure on December 31 and January 1.
- D. Set public hearing on December 21 for Retail (on-off sale) Malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from Bullock Hospitality LLC to SRK Development, LLC dba Bullock Hotel at 633 Main Street.
- E. Set public hearing on December 21 for Retail (on-off sale) Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from NMD Venture LLC to SRK Development dba Hickok's Hotel and Casino at 685 Main Street.

## **9. OLD BUSINESS**

## **10. NEW BUSINESS**

- A. Act as Board of Adjustments for the approval of a request for a Conditional Use Permit for a Multi-Dwelling at 311 Cliff Street – Thunder Cove Hotel (Approved by P&Z Commission on November 18) (pg 75)
- B. Approve change order with Armour Roofing and Construction for re-roofing project at the Welcome Center due to hail damage from the 2018 hail storm in the amount of \$7,247.54 (To be paid from public buildings) (pg 85)
- C. Permission to pay AWE Acquisition, Inc. in the amount of \$3,388.00 for All-In-One Computer for the Public Library. (To be paid from SDHC CARES Grant proceeds and Children's Programming budget.) (pg 87)
- D. First Reading of Ordinance 1317 Amending BID 9 (pg 88)
- E. First Reading of Ordinance 1318 Amending BID 8 (pg 94)
- F. First Reading of Ordinance 1319 Supplemental Budget #1 for 2020 (pg 99)
- G. First Reading of Ordinance 1320 Tourist Conveyances (pg 101)

## **11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

*No action can be taken*

- A. The Deadwood Public Library is seeking applicants to serve on the Library Board of Trustees. If interested, please contact Patty at [patricia@cityofdeadwood.com](mailto:patricia@cityofdeadwood.com) or 578-2821.
- B. City of Deadwood Planning and Zoning is seeking applicants to serve on the Commission. If interested please contact, Jeramy Russell at [jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com) or 578-2082. Applications deadline is 5:00 p.m. on Dec. 28, 2020.
- C. City of Deadwood Buildings will be close at noon on Dec. 24<sup>th</sup> and all day on Dec. 25<sup>th</sup>.

## **12. EXECUTIVE SESSION**

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

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

## **13. ADJOURNMENT**

<https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZOT09>

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 16, 2020

The Regular Session of the Deadwood City Commission convened on Monday, November 16, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of November 2, 2020. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Struble moved, Johnson seconded to approve the November 19, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	53.05
ACE HARDWARE	SUPPLIES	92.87
ADAMS MUSEUM & HOUSE	OPERATING	75,000.00
ADAMS SALVAGE RECYCLING	TIRES	23.88
ALBERTSON ENGINEERING	PROJECT	34,149.82
AMAZON CAPITAL SERVICES	SUPPLIES	230.11
ANIMAL CONTROL & CARE ACAD	REGISTRATION	575.00
ARMOUR ROOFING	PROJECT	8,826.70
ATCO INTERNATIONAL	SUPPLIES	134.00
BALCO UNIFORM	UNIFORMS	242.41
BIG TEX TRAILER WORLD	SUPPLIES	1,049.93
BH CHEMICAL	SUPPLIES	2,058.05
BH DOORS	SUPPLIES	670.00
BH PIONEER	SERVICE	388.55
BH TITLE	PURCHASE	50,531.00
BH WINDOW CLEANING	SERVICE	298.00
BLACKSTRAP	SUPPLIES	4,022.50
BRANDON INDUSTRIES	SUPPLIES	2,853.00
BRUCE, DAVID	PROJECT	10,000.00
CRAWFORD TRUCKS	SERVICE	1,200.71
CRESCENT ELECTRIC SUPPLY	SUPPLIES	103.21
CULLIGAN	SUPPLIES	93.75
CURTIS BLUE LINE	SUPPLIES	44.00
D.C. BOOTH HISTORIC FISH	GRANT	7,500.00
DALES TIRE	TIRES	720.88
DANNY'S PLUMBING	SERVICE	493.88
DEADWOOD CHAMBER	BILL LIST	167,493.82
DEADWOOD ELECTRIC	SERVICE	886.96
DVFD	REIMBURSEMENT	119.26
DEADWOOD HISTORY	OPERATING	38,000.00
DONARSKI LAWN CARE	SERVICE	690.00
EAGLE ENTERPRISES	SUPPLIES	2,385.00
ECOLAB	SUPPLIES	160.68
EMERY-PRATT	SUPPLIES	33.56
FASTENAL	SUPPLIES	314.22
FIB CREDIT CARDS	SUPPLIES	5,439.37
GALLS	SUPPLIES	17.65
GAYLORD BROS.	SUPPLIES	88.28
GEWALT HAMILTON ASSOCIATES	SERVICE	1,128.00
GOLDEN WEST	SERVICE	1,780.00
GUNDERSON, PALMER, NELSON	SERVICE	2,598.95
HAWKI, KEN	REIMBURSEMENT	289.82
HAWKINS	SUPPLIES	929.54
HEIMAN	SUPPLIES	7,065.00
HISTORIC HOMESTAKE OPERA	TREE	140.00
IDENTISYS	SUPPLIES	600.00
INLAND TRUCK PARTS	SERVICE	619.90
INTERSTATE BATTERY	SUPPLIES	87.20
INTERSTATE ENGINEERING	SERVICE	13,229.00
KNECHT HOME CENTER	SUPPLIES	1,449.58
KNECHT HOME CENTER	GRANTS	824.11
KONE	MAINTENANCE	486.80
L-D YOUTH SOCCER ASSN.	REFUND	500.00
LAWRENCE CO. REGISTER	SERVICE	180.00
LAWSON PRODUCTS	SUPPLIES	98.19
LEAD-DEADWOOD SANITARY	CONSUMPTION	29,921.27
LYNN'S	SUPPLIES	86.18
M&M SANITATION	RENTAL	240.00
MIDWEST TAPE	SUPPLIES	210.92
MILOS, LYNN	PROJECT	7,647.36
MS MAIL	SERVICE	1,665.71
NATIONAL ALLIANCE OF PRESE	RENEWAL	50.00
NATIONAL MAIN STREET CENTE	RENEWAL	295.00
NH FRATERNAL ORDER OF POLI	DUES	450.00
NHS OF THE BLACK HILLS	SERVICE	2,555.00
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTON MOBILE WELDING	PROJECT	3,067.20
PETE LIEN & SONS	SERVICE	453.75
PITNEY BOWES	POSTAGE	500.00
QUICK TROPHY	SUPPLIES	26.67
QUIK SIGNS	SIGNS	1,575.55
RAPID DELIVERY	DELIVERY	13.23
RCS CONSTRUCTION	PROJECT	44,405.00

## REGULAR MEETING, NOVEMBER 16, 2020

ROBITAILLE, PAUL	REIMBURSEMENT	89.63
ROCKMOUNT RESEARCH	SUPPLIES	360.59
RUNGE, MIKE	REIMBURSEMENT	359.04
SANDER SANITATION	SERVICE	11,220.03
SCOTT PETERSON MOTORS	SERVICE	400.00
SD ASSN. OF CODE ENFORCEME	RENEWAL	40.00
SD BUILDING OFFICIALS	RENEWAL	50.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	11,904.10
SD DEPT. OF REVENUE	TAX	4,755.79
SD GOV. FINANCE OFFICERS	DUES	130.00
SD GOV. HUMAN RESOURCE	DUES	50.00
SD MUNIC. STREET MAINTENAN	RENEWAL	35.00
SD MUNICIPAL LEAGUE	DUES	2,035.52
SD POLICE CHIEFS' ASSOCIA	DUES	121.78
SOUTHSIDE SERVICE	SERVICE	2,128.60
STRETCH'S	SERVICE	652.00
STURDEVANT'S	SUPPLIES	2,437.70
TALLGRASS LANDSCAPE	SERVICE	6,440.00
TDG COMMUNICATIONS	SERVICE	1,198.00
THE LIBRARY STORE	SUPPLIES	158.10
THE LORD'S CUPBOARD	RECYCLING	60.00
TRAFFIC LOGIX	SIGNS	2,649.00
TRINITY UNITED METHODIST	SUPPLIES	1,606.00
TRIPLE K	SERVICE	22.99
TWILIGHT	SUPPLIES	58.78
TWIN CITY HARDWARE	GRANT	97.18
ULINE	SUPPLIES	684.60
VERIZON WIRELESS	SERVICE	149.97
VIEHAUSER ENTERPRISES	SERVICE	226.26
VIGILANT BUSINESS SOLUTION	SCREENING	117.00
WESTERN COMMUNICATIONS	SUPPLIES	456.00
WHITE'S CANYON MOTORS	SUPPLIES	132.98

Total \$622,841.72

## ITEMS FROM CITIZENS ON AGENDA

### Thanksgiving Meals

Shawn Dardis stated free Thanksgiving meals provided by Bloody Nose Saloon and Deadwood Distillery will be available for curbside pickup on Thursday, November 26 from 11:00 a.m. to 2:00 p.m. at 645 Main Street. Dardis asked people who are interested to please call 605-645-6419 to order your meal. Commission thanked Dardis. Transportation and Facilities Director Kruzel stated Paratransit van will be available if needed.

### CONSENT

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

- A. Remove seasonal employees from payroll effective November 5, 2020: Ruth Durst, Judith Lawton, Tanner Ruth, Georgeann Silvernail, Donald Toms, Gage Mau, Greg Nelson, Owen Wisser, Herb Cowart and Linda Kottke.
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for the Family of Robert Walton.
- C. Permission for Mayor to sign buyer's closing statement for the purchase of 743 Stage Run from Keith and Patricia Ewy in the amount of \$50,531.00.
- D. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer after action taken for process of tax deed for Dunbar Tract A now owned by Lawrence County and is tax exempt.
- E. Permission to sign joint-contract with City of Lead, Central City and Adams Salvage Recycling & Recovery, LLC for 2021 operation of the Tri-City Rubble Site.
- F. Permission for Mayor to sign Verizon Governmental Agreement for new hardware at parking ramp.
- G. Permission for Mayor to sign annual agreement between South Dakota School for the Deaf for office space at History and Info Center at cost of \$250.00 per month
- H. Renew Wine and Alcohol Licenses for 2021, pending payment of Business Improvement District and property taxes.
- I. Permission to move Matthew Johnson from seasonal to full-time Parks Technician at \$18.11 per hour effective Nov. 16, 2020.
- J. Permission to hire Colton Radenslaben as Public Buildings Maintenance Technician Assistant at \$18.65 per hour effective Jan. 4<sup>th</sup>, 2021 pending pre-employment screening.



## **REGULAR MEETING, NOVEMBER 16, 2020**

- K. Permission for Mayor to sign Assignment and Assumption Agreement with WJP Holdings LLC and South Dakota Housing and Development Authority for TIF 13.

### **PUBLIC HEARINGS**

Commissioner Todd addressed his concerns about COVID plans and encourages safety on the following public hearings:

#### **Kris Kringle's Market**

Public hearing was opened at 5:05 p.m. by Mayor Ruth. Bobby Rock, Outlaw Square Director, was present to answer questions.

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance in Zone 3, Deadwood Street from Main Street to Pioneer Way and Outlaw Square from 5:00 p.m. to 8:00 p.m. on Friday, December 11. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance in Zone 3, Deadwood Street from Main Street to Pioneer Way and Outlaw Square from 10:00 a.m. to 6:00 p.m. on Saturday, December 12. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on December 11 to 10:00 p.m. on December 12, 2020. Roll Call: Aye-All. Motion carried.

#### **SnoCross**

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. Lee Harstad, Deadwood Chamber, was available to answer questions.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex from 10:00 a.m. Friday, January 29 to 2:00 a.m. on Saturday, January 30, 2021. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from 8:00 a.m. Saturday, January 30 to 2:00 a.m. on Sunday, January 31, 2021. Roll Call: Aye-All. Motion carried.

Todd moved, Johnson seconded to approve special full temporary liquor license for Chamber Friday, January 29 from 10:00 a.m. to 10:00 p.m. and Saturday, January 30, 2021 from 8:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to approve waiver of banner fees and allow fireworks display at 6:00 p.m. on Friday January 29 and Saturday January 30, 2021. Roll Call: Aye-All. Motion carried.

#### **K9 Keg Pull**

Public hearing was opened at 5:16 p.m. by Mayor Ruth Jr. Lee Harstad, Deadwood Chamber, was available to answer questions.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Saturday, January 30, 2021. Roll Call: Aye-All. Motion carried.

Struble moved, Johnson seconded to approve waiver of banner fee, and street closure on Deadwood Street from Main Street to Pioneer Way, from 9:00 a.m. to 6:00 p.m. on Saturday, January 30, 2021. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, NOVEMBER 16, 2020

### Mardi Gras

Public hearing was opened at 5:20 p.m. by Mayor Ruth Jr. Lee Harstad, Deadwood Chamber of Commerce, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzie Gaming Complex to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street on Friday, February 5, 2021 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to relax the open container ordinance for same area as approved on Friday February 5 for Saturday, February 6, 2021 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Struble moved, Johnson seconded to approve waiver of banner fees and street closure on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, February 6, 2021. Roll Call: Aye-All. Motion carried.

### Road Grub Throw Down

Public hearing was opened at 5:24 p.m. by Mayor Ruth Jr. Lee Harstad, Deadwood Chamber, was available to answer questions. Harstad explained the event. Discussion was held concerning special full temporary liquor license. Hearing closed.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from 9:00 a.m. to 9:00 p.m. Friday, August 6, 2021. Roll Call: Aye-All. Motion carried.

Todd moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex from 9:00 a.m. to 9:00 p.m. Friday, August 7, 2021. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from 9:00 a.m. to 9:00 p.m. Friday, August 8, 2021. Roll Call: Aye-All. Motion carried.

Todd moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex from 9:00 a.m. to 9:00 p.m. Friday, August 9, 2021. Roll Call: Aye-All. Motion carried.

Todd moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex from 9:00 a.m. to 9:00 p.m. Friday, August 10, 2021. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to approve waiver of banner fees on Friday August 6 through Tuesday, August 10, 2021. Roll Call: Aye-All. Motion carried.

### Set

Struble moved, Todd seconded to set public hearing on December 7 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Salon 14-A at 250 US HWY 14A. Roll Call: Aye-All. Motion carried.

Mayor Ruth Jr. reiterated the sentiment Commissioner Todd made. He stated we need to be aware of the situation going on around us, as it develops, as we move forward. Commission needs to work closely with the Chamber and staff to insure that as the events get closer, they are in fact safe to continue.

## REGULAR MEETING, NOVEMBER 16, 2020

### NEW BUSINESS

#### Second Reading

Struble moved, Todd seconded to approve second reading of Ordinance #1316, Amending Chapter 17 Zoning, Section 17.08.010. Roll Call: Aye-All. Motion carried.

#### Pay

Public Works Director Nelson Jr. stated this is part of City's obligation for the infrastructure project on Dudley. Johnson moved, Todd seconded to pay Greg and Cari Rothenhoefer in the amount of \$7,000.00 per contract with City for partial expenses of sewer installation at 21 Spring Street. (To be paid from Water Professional Services line item.) Roll Call: Aye-All. Motion carried.

#### Purchase

Kruzel spoke about the purchase. Johnson moved, Struble seconded to purchase (with installation) a new mini-split cooling unit for the server room from Rasmussen Mechanical, in the amount not to exceed \$6,214.00. (To be paid from IT equipment budget line item.) Roll Call: Aye-All. Motion carried.

#### Purchase

Police Chiefs Mertens and Zoning Administrator Russel spoke about the purchase. Discussion was held concerning budget and the parking management system. Todd moved, Struble seconded to allow Parking and Transportation to order a 2021 Jeep Grand Cherokee from State Bid Program in the amount not to exceed \$27,748.00. (2021 Budgeted item in P & T.) Roll Call: Aye-All. Motion carried.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. As a result of grant awards, exciting changes are coming to the Deadwood Public Library. To aid staff during this transition, the library will move to curbside service only beginning November 30. To place an order, please contact the library directly. They will reopen to the public Jan. 4<sup>th</sup>.

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

### ADJOURNMENT

Johnson moved, Struble seconded to adjourn the regular session at 5:49 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, December 7, 2020.

After coming out of executive session at 6:04 p.m., Todd moved, Struble seconded to adjourn.

ATTEST:

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

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

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

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

## **SPECIAL MEETING, NOVEMBER 23, 2020**

The Special Session of the Deadwood City Commission convened on Monday, November 23, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

### **NEW BUSINESS**

#### **Resolution**

Mayor Ruth Jr stated the resolution addresses areas of consideration of face coverings and states what situations would be exempt. Section 1) City is not mandating masks be worn inside or at a private business. Section is listed so that private business are aware and have ability to establish levels at which they chose, also allows businesses the ability to have people removed if people chose not to comply. Section 2) addresses indoor public places owned by City of Deadwood. Spaces owned by City of Deadwood will follow mandate. Section 3) addresses outdoor public spaces owned by the City of Deadwood. Mayor Ruth Jr. stated City is trying to raise awareness and encourage people to do more for each other and believes if resolution challenges or inspires someone to wear a face covering while in town, it's doing its job. He recognizes the Governor's executive order in regards to reopening and back to normal restricts our ability to go too far or have enforcement and that is why the resolution does not have penalties. Section 4) addresses public transportation owned by City of Deadwood, which is the trolley system. Commissioner Johnson supports the resolution and thanked Ruth Jr for the explanation of the resolution. Commissioner Martinisko supports the resolution, which allows Deadwood to stay open, and helps businesses, which have rights to ask for enforcement. Commissioner Todd supports resolution and questioned why resolution would remain in effect until December 30. Mayor Ruth Jr. stated the 30<sup>th</sup> is when the Governor's executive order expires but the City has the ability to extend and will visit during the Commission meeting on December 21. Todd asked if city will require employees to wear masks. Transportation and Facilities Direct Kruzel said if they cannot social distance they will be required within any public building, outdoor space, or in a vehicle. Commissioner Struble supports the resolution. Todd Weber, business owner, strongly recommends removing the word "must" in section 2 for outdoor spaces. Marlin Maynard, resident, suggests in conjunction with resolution there be education for people as to why resolution is put in place and different types of masks. Jill Weber, business owner, believes resolution will hurt some businesses in town and stated Commission represents everyone, not just the people that want to wear a mask. Louie LaLonde, Saloon No. 10, thanked Commission and believes the resolution will work. City Attorney Riggins stated the Mayor summed up the purpose of the Resolution and what it accomplishes. Christin Sjomeling, City of Deadwood employee and resident, understands where city is headed but masks are very difficult to wear due to private reasons and questions if at work would she be required to wear a mask. Mayor Ruth stated employees have the ability not to wear a mask in your own space, which is the same as the current policy at city hall.

Todd moved, Martinisko seconded to approve Resolution 2020-25, an Emergency requiring the wearing of face coverings in certain situations to slow the community spread of the Novel Coronavirus (COVID-19). Roll Call: Aye-All. Motion carried.

#### **Resolution 2020-25**

### **AN EMERGENCY RESOLUTION REQUIRING THE WEARING OF FACE COVERINGS IN PUBLIC SPACES TO SLOW THE COMMUNITY SPREAD OF THE NOVEL CORONAVIRUS (COVID-19).**

**WHEREAS**, the City of Deadwood has the authority pursuant to SDCL 9-29-1 and 9-32-1 to pass resolution for the purpose of promoting the health, safety, morals, and general welfare, of the community; and

**WHEREAS**, pursuant to SDCL 9-32-1, the City has the power to do what is necessary or expedient for the promotion of health or the suppression of disease; and

**WHEREAS**, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

**WHEREAS**, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

## **SPECIAL MEETING, NOVEMBER 23, 2020**

**WHEREAS**, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

**WHEREAS**, in response to the spread of COVID-19 Governor Noem issued Executive Order 2020-30 which declared a state of emergency to exist in all counties in the State of South Dakota through December 30, 2020; and

**WHEREAS**, in the last few weeks the number of active cases of COVID-19 have accelerated rapidly in both South Dakota and Lawrence County; and

**WHEREAS**, over the last month the number of people in South Dakota who are dying from COVID-19 has also been increasing; and

**WHEREAS**, as of November 19, 2020, the State of South Dakota has 17,884 active cases of COVID-19; and

**WHEREAS**, the increase in the number of active COVID-19 cases has caused a corresponding increase in the number of people hospitalized which is straining the capacity of the medical facilities; and

**WHEREAS**, if no additional action is taken to slow the spread of COVID-19 in the community it is likely to continue overwhelming the hospital's capacity; and

**WHEREAS**, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19; and

**WHEREAS**, the CDC and the vast majority of medical professionals are recommending the use of face coverings by the public to slow the spread of COVID-19; and

**WHEREAS**, the City is implementing a mandate that people wear face coverings in public places owned by the City of Deadwood in hope that it will slow the spread of COVID-19 and avoid the need for future restrictions on businesses and limitations on public gatherings in the City; and

**WHEREAS**, the City of Deadwood Commission has determined that it is in the City's best interests that face coverings be worn in an effort to slow the spread of COVID-19.

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

### **I. PRIVATE BUSINESSES**

Private businesses shall have the ability to mandate and enforce mask requirements as they deem fit. Patrons not abiding by posted requirements, as established by the business, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

### **II. INDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD**

Within the City of Deadwood, all persons must wear a face mask/face covering in indoor public places owned by the City of Deadwood. A "face covering" or "mask" must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;
- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in swimming or physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

### **III. OUTDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD**

Within the City of Deadwood, all persons must wear a face mask/face covering in outdoor public places when gathering for more than 15 minutes and/or when 6 foot social distancing cannot be achieved or maintained. A "face covering" or "mask" must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;

**SPECIAL MEETING, NOVEMBER 23, 2020**

- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in outdoor physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

**IV. PUBLIC TRANSPORTATION OWNED BY CITY OF DEADWOOD**

Within the City of Deadwood, all persons must wear a face mask/face covering while utilizing public transportation. A “face covering” or “mask” must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- c) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

**V. EFFECTIVE DATES**

This resolution shall become effectively immediately and remain in effect until December 30, 2020. The City of Deadwood Commission may deem it necessary to extend this resolution.

**BE IT FURTHER RESOLVED**, that this emergency Resolution requiring the wearing of face coverings in city and public spaces is hereby declared necessary for the immediate preservation of the public health, safety, and welfare of the city. Patrons not abiding by posted requirements, as established by the City, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

Dated this 23rd day of November, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the special session at 5:29 p.m. The next regular meeting will be on Monday, December 7, 2020.

ATTEST:

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

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

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

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

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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-111620	101-3000-202	LIQUOR LICENS BEV LICENSE - SALON 14-A	000000	75.00
01-3309	THE LORD'S CUPBOARD	I-112320	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	54.60
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 129.60
01-1502	BLACK HILLS CHEMICAL	I-189145	101-4111-422-02	SAFETY - COVI BLEACH-DISINF-SHAMPOO/COVID	000000	24.57
		I-189160	101-4111-422-02	SAFETY - COVI BLEACH-GLOVES-STERIPHENE/COVID	000000	147.42
01-1694	GRIMM'S PUMP & INDUSTRI	I-32037	101-4111-422-02	SAFETY - COVI VITAL OXIDE CS 4 GLS/COVID 19	000000	377.59
01-1827	MS MAIL & MARKETING	I-11831	101-4111-422-02	SAFETY - COVI SANITIZE STICKY NOTES/COVID 19	000000	225.00
01-3060	QUIK SIGNS	I-31688	101-4111-422-02	SAFETY - COVI PLASTICADE A FRAME/COVID 19	000000	119.99
01-3342	RASMUSSEN MECHANICAL SE	I-SRV077823	101-4111-422-02	SAFETY - COVI GPS SYSTEMS ON RTU'S/COVID 19	000000	9,118.00
		I-SRV077824	101-4111-422-02	SAFETY - COVI INSTALL GPS SYST ON RTUS/COVID	000000	4,647.00
01-3482	ZOGICS	I-189443	101-4111-422-02	SAFETY - COVI WELLNESS CENTER WIPES/COVID 19	000000	559.80
01-3974	HI-VIZ SAFETY WEAR, LLC	I-93232	101-4111-422-02	SAFETY - COVI REFLECTIVE GAITERS/COVID	000000	42.50
				DEPARTMENT 111	COMMISSION	TOTAL: 15,261.87
01-1171	A & B BUSINESS SOLUTION	I-IN781884	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	93.49
01-3877	MUTUAL OF OMAHA	I-00143836459	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.06
				DEPARTMENT 142	FINANCE	TOTAL: 109.55
01-0127	TURBIVILLE INDUSTRIAL E	I-50625	101-4192-425-02	REPAIRS - ADA (4) 3 SP DBL SHAFT MOTOR/AD MU	000000	960.40
01-0429	BLACK HILLS ENERGY	I-POWER 11/30/20	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.97

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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 11/30/20	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.75
		I-POWER 11/30/20	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	17.22
		I-POWER 11/30/20	101-4192-428	UTILITIES 1 MILLER STREET	000000	20.72
		I-POWER 11/30/20	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.67
		I-POWER 11/30/20	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	17.00
		I-POWER 11/30/20	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	24.68
		I-POWER 11/30/20	101-4192-428	UTILITIES PRESSURE REG STATION	000000	171.31
		I-POWER 11/30/20	101-4192-428	UTILITIES GAYVILLE PUMP	000000	15.00
		I-POWER 11/30/20	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	44.15
		I-POWER 11/30/20	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	189.88
		I-POWER 11/30/20	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	50.32
		I-POWER 11/30/20	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	64.78
		I-POWER 11/30/20	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,919.85
		I-POWER 11/30/20	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	29.95
		I-POWER 11/30/20	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	20.14
		I-POWER 11/30/20	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	122.11
		I-POWER 11/30/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	657.81
		I-POWER 11/30/20	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.66
		I-POWER 11/30/20	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	38.43
		I-POWER 11/30/20	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	122.91
		I-POWER 11/30/20	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	105.03
		I-POWER 11/30/20	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	124.45
		I-POWER 11/30/20	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	18.85
		I-POWER 11/30/20	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.25
		I-POWER 11/30/20	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	60.31
		I-POWER 11/30/20	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	739.21
		I-POWER 11/30/20	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	117.37
		I-POWER 11/30/20	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	66.60
		I-POWER 11/30/20	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	24.68
		I-POWER 11/30/20	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	44.36
		I-POWER 11/30/20	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	323.58
		I-POWER 11/30/20	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	101.98
		I-POWER 11/30/20	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
		I-POWER 11/30/20	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	288.92
		I-POWER 11/30/20	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	36.84
		I-POWER 11/30/20	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
		I-POWER 11/30/20	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	29.00
		I-POWER 11/30/20	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	52.72
		I-POWER 11/30/20	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	33.75
		I-POWER 11/30/20	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	26.67
		I-POWER 11/30/20	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	693.24
		I-POWER 11/30/20	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,507.57
		I-POWER 11/30/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	99.34
		I-POWER 11/30/20	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.80
		I-POWER 11/30/20	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	208.89
		I-POWER 11/30/20	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	125.13
		I-POWER 11/30/20	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,981.00
		I-POWER 11/30/20	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	28.92



PACKET: 05212 COMBINED - 12/8/20

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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 11/30/20	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,525.93
		I-POWER 11/30/20	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	29.72
		I-POWER 11/30/20	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.14
		I-POWER 11/30/20	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	532.62
		I-POWER 11/30/20	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	23.71
		I-POWER 11/30/20	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 11/30/20	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	522.58
		I-POWER 11/30/20	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	17.63
		I-POWER 11/30/20	101-4192-428	UTILITIES 0 US HWY 14A TRAFFIC SIG	000000	41.75
		I-POWER 11/30/20	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	29.50
		I-POWER 11/30/20	101-4192-428	UTILITIES 703 MAIN ST	000000	553.09
		I-POWER 11/30/20	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	48.04
		I-POWER 11/30/20	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,239.95
		I-POWER 11/30/20	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	207.24
		I-POWER 11/30/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	279.11
		I-POWER 11/30/20	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	118.71
		I-POWER 11/30/20	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,113.54
		I-POWER 11/30/20	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	46.06
		I-POWER 11/30/20	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	68.02
		I-POWER 11/30/20	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	488.61
		I-POWER 11/30/20	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	35.65
		I-POWER 11/30/20	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	306.98
		I-POWER 11/30/20	101-4192-428	UTILITIES 5 SIEVER STREET	000000	650.06
		I-POWER 11/30/20	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	333.93
		I-POWER 11/30/20	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	974.15
		I-POWER 11/30/20	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	41.62
		I-POWER 11/30/20	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	34.16
		I-POWER 11/30/20	101-4192-428	UTILITIES REDWOOD TANK	000000	123.31
		I-POWER 11/30/20	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	24.04
		I-POWER 11/30/20	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	117.27
		I-POWER 11/30/20	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	21.31
		I-POWER 11/30/20	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	79.84
		I-POWER 11/30/20	101-4192-428	UTILITIES WATER HEAT TAPE	000000	32.66
		I-POWER 11/30/20	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	173.44
		I-POWER 11/30/20	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	38.78
		I-POWER 11/30/20	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	730.15
		I-POWER 11/30/20	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	62.75
		I-POWER 11/30/20	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 11/20/20	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	29.40
		I-NAT GAS 11/20/20	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	390.56
		I-NAT GAS 11/20/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	266.41
		I-NAT GAS 11/20/20	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	225.84
		I-NAT GAS 11/20/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	492.20
		I-NAT GAS 11/20/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	359.24
		I-NAT GAS 11/20/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	148.85
		I-NAT GAS 11/20/20	101-4192-428-09	UTILITIES - H HARCC	000000	231.98

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-NAT GAS 11/20/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	276.04
		I-NAT GAS 11/20/20	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	135.03
		I-NAT GAS 11/20/20	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	3,071.06
		I-NAT GAS 11/20/20	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	341.65
		I-NAT GAS 11/20/20	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	169.12
		I-NAT GAS 11/20/20	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	41.94
		I-NAT GAS 11/20/20	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	403.13
		I-NAT GAS 11/20/20	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	263.40
01-0578	TWIN CITY HARDWARE & LU					
		I-2010-104101	101-4192-425-24	REPAIRS - OUT PASTEL PAINT/OUTLAW SQUARE	000000	44.99
		I-2010-104108	101-4192-425-13	REPAIRS - REC EPOXY-ALUM CHANNEL-OIL/REC CEN	000000	78.46
		I-2010-104161	101-4192-425-04	REPAIRS - CIT FASTENERS-FOAM BRUSH-2X4/CITY	000000	26.05
		I-2010-104176	101-4192-425-08	REPAIRS - HIS ADAPT-PRIMER-PUMP-CEMENT/HISTO	000000	153.45
		I-2010-104228	101-4192-425-13	REPAIRS - REC FLT WASHER-WASHER TAPPER/REC	000000	52.98
		I-2010-104229	101-4192-425-24	REPAIRS - OUT PVC PIPE-ADAPTER-PVC UNION/OSQ	000000	14.38
		I-2010-104327	101-4192-426-04	SUPPLIES - CI BATTERIES/CITY HALL	000000	67.96
		I-2010-104334	101-4192-425-24	REPAIRS - OUT SPADE BIT-FASTENERS/OUTLAW SQ	000000	13.39
		I-2010-104416	101-4192-425-17	REPAIRS-DAYS WEATHERSTRIPPING/DAYS MUS	000000	8.99
		I-2010-104448	101-4192-425-04	REPAIRS - CIT ALUM BAR-WASHER-SCREW-STOP/CIT	000000	101.17
		I-2010-104463	101-4192-426	SUPPLIES KEY CADDY/PUBLIC BLDGS	000000	14.99
		I-2010-104577	101-4192-426	SUPPLIES SILVER DOOR BOTTOM/PUB BLDGS	000000	11.99
		I-2010-104608	101-4192-426	SUPPLIES WOOD CLNR-PRESS GAUGE-TAPPR/PB	000000	86.92
		I-2010-104659	101-4192-425-13	REPAIRS - REC ALLIGATOR CLIP-CORD PLUG/REC	000000	8.98
		I-2010-104684	101-4192-426	SUPPLIES (2) MOLY EP GREASE/PUB BLDGS	000000	12.98
		I-2010-104759	101-4192-425-24	REPAIRS - OUT DERBY ROPE-SNAP HOOK/OUTLAW SQ	000000	29.98
		I-2010-104761	101-4192-425-17	REPAIRS-DAYS PSTL PAINT-FOAM BRUSH/DAYS MUS	000000	49.27
		I-2010-104762	101-4192-426	SUPPLIES SWIVEL SAFETY HASP/PUB BLDGS	000000	19.98
		I-2010-104818	101-4192-426	SUPPLIES FILTERS/PUBLIC BUILDINGS	000000	31.58
		I-2011-105177	101-4192-426	SUPPLIES CHARGER-CORD-ANTIFREEZE/PUB BL	000000	34.77
		I-2011-105346	101-4192-426-14	SUPPLIES - ST RUBBER GRIPPER GLOVES/STREETS	000000	10.98
		I-2011-105438	101-4192-425-24	REPAIRS - OUT KNEE PADS-BLOW HAMMER/OUTLAW S	000000	191.94
		I-2011-105562	101-4192-425-23	REPAIRS - WAT WOOD SHIMS-TREATED 2X4X8/PRV	000000	54.83
		I-2011-105718	101-4192-425-17	REPAIRS-DAYS TAPE-SEALANT-STEEL WOOL/DAYS M	000000	74.96
		I-2011-105995	101-4192-425-21	REPAIRS - WEL 4 OZ ANTIOXIDANT/WELCOME CENTE	000000	6.59
		I-2011-106375	101-4192-425-14	REPAIRS - STR 40 LB SOFTENER SALT/STREETS	000000	6.49
		I-2011-106398	101-4192-425-22	REPAIRS - MT. (2) DL123 3V CAM BATTERY/MM	000000	29.98
		I-2011-106482	101-4192-425-05	REPAIRS - COL FASTENERS-DRILL BIT-LATCH/COLD	000000	21.57
		I-2011-106557	101-4192-426	SUPPLIES (2) 1/2 CONLAG SCREW/PUB BLDGS	000000	53.98
		I-2011-106635	101-4192-425-05	REPAIRS - COL BOLT LATCH-FASTENERS/COLD STOR	000000	26.14
		I-2011-106940	101-4192-425-10	REPAIRS - LIB LOCK-FLAT CORD-KEY TAG/LIBRARY	000000	41.76
		I-2011-107092	101-4192-425-10	REPAIRS - LIB SWITCH-FLOAT-CONC MIX/LIBRARY	000000	67.40
		I-2011-107356	101-4192-425-04	REPAIRS - CIT CASTER-FELT STRIP-BATTERY/CITY	000000	40.96
		I-2011-107582	101-4192-425-13	REPAIRS - REC FLEX TAPE-SILICONE REP TAPE/RE	000000	21.98
		I-2011-107692	101-4192-425-24	REPAIRS - OUT DRIL BIT/OUTLAW SQUARE	000000	9.99
		I-2011-107756	101-4192-425-10	REPAIRS - LIB RAG-SAND DISC-FOAM BRUSH/LIBRA	000000	53.93
		I-2011-107811	101-4192-425-10	REPAIRS - LIB SAND BAND-SANDER-WALLPLATE/LIB	000000	16.46
		I-2011-107877	101-4192-425-24	REPAIRS - OUT TAPE-COMPOUND-SPOUT-WRNCH/OSQ	000000	34.96

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2011-108068	101-4192-425-10	REPAIRS - LIB BRUSH-LINERS-HOOK-BOARD/LIBRAR	000000	79.95
		I-2011-108296	101-4192-425-15	REPAIRS - TRO LINE HOSE-HOSE BARB-CLAMP/TROL	000000	61.28
		I-2011-108351	101-4192-425-24	REPAIRS - OUT 4" JIGSAW BLADE/OUTLAW SQUARE	000000	11.99
		I-2011-108423	101-4192-425-10	REPAIRS - LIB CORNER IRON/LIBRARY	000000	4.99
		I-2011-108454	101-4192-425-02	REPAIRS - ADA HOSE-REGULATOR-MOUSE TRAP/AMUS	000000	30.98
01-1098	HILLYARD/SIOUX FALLS					
		I-604158984	101-4192-426	SUPPLIES ARSENAL CLEAN SCRUB/PUB BLDG	000000	493.60
		I-700443399	101-4192-425-04	REPAIRS - CIT COLLECTION TANK COVER/CITY HAL	000000	83.65
01-1483	KNECHT HOME CENTER					
		I-5583336	101-4192-425-10	REPAIRS - LIB POLYSHADE-SANDDISC-FIR/LIBRARY	000000	134.91
01-1502	BLACK HILLS CHEMICAL					
		I-188888	101-4192-426	SUPPLIES DISINFROLL TOWEL-GARB BAGS/PB	000000	85.92
01-1558	ECOLAB PEST ELIMINATION					
		I-1248573	101-4192-426	SUPPLIES STEALTH MAXIMA GLUEBOARD/PB	000000	159.18
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 10/29/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0406643	000000	211.55
		I-SERVALL 10/29/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0406646	000000	63.12
		I-SERVALL 10/29/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0406642	000000	104.61
		I-SERVALL 10/29/20	101-4192-426-10	SUPPLIES - LI LIBRARY / 0406645	000000	33.30
		I-SERVALL 10/29/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0406639	000000	42.81
		I-SERVALL 10/29/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0406640	000000	151.41
		I-SERVALL 11/12/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0412028	000000	211.55
		I-SERVALL 11/12/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0412030	000000	66.26
		I-SERVALL 11/12/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0412027	000000	104.61
		I-SERVALL 11/12/20	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-SERVALL 11/12/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0412024	000000	47.15
		I-SERVALL 11/12/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0412025	000000	153.05
		I-SERVALL 11/26/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0417433	000000	211.55
		I-SERVALL 11/26/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0417436	000000	66.26
		I-SERVALL 11/26/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0417432	000000	104.61
		I-SERVALL 11/26/20	101-4192-426-10	SUPPLIES - LI LIBRARY / 0417435	000000	34.96
		I-SERVALL 11/26/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0417429	000000	47.15
		I-SERVALL 11/26/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0417430	000000	151.41
01-1725	QUILL CORPORATION					
		I-11914601	101-4192-426-14	SUPPLIES - ST SORT KWIK/STREETS	000000	11.58
01-3032	OTIS ELEVATOR COMPANY					
		I-100400161210	101-4192-422-02	PROFESSIONAL ELEVATOR MAINT 12/1-2/28/21/AM	000000	748.86
01-3060	QUIK SIGNS					
		I-31741	101-4192-425	REPAIRS 22 X 9 GRAPHIC CUT ORACAL/PB	000000	53.06

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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
01-3151	KONE INC.	I-959724977	101-4192-422-17	PROFESSIONAL- NOV ELEVATOR MAINT/DAYS MUS	000000	166.54
01-3342	RASMUSSEN MECHANICAL SE	I-INV025052	101-4192-425-17	REPAIRS-DAYS BURNER REPAIR KIT/DAYS MUS	000000	259.73
		I-INV025063	101-4192-425-04	REPAIRS - CIT MAIN CONTROL BOARD/CITY HALL	000000	183.69
01-3421	S AND C CLEANERS	I-11/21/20 INV 105	101-4192-422-04	PROFESSIONAL CLEANING/CITY HALL	000000	990.00
		I-11/21/20 INV 107	101-4192-422-04	PROFESSIONAL CLEANING/POLICE DEPT	000000	1,365.00
		I-11/21/20 INV 142	101-4192-422-21	PROFESSIONAL CLEANING/WELCOME CENTER	000000	1,740.00
		I-11/21/20 INV 153	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-11/21/20 INV 153	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
		I-11/21/20 INV 244	101-4192-422	PROFESSIONAL CLEANING/BATHROOMS, OSQ OFF	000000	765.00
01-3506	ALSCO	I-LCAS1376325	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	52.34
		I-LCAS1378932	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	52.34
		I-LCAS1381538	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	52.34
01-3685	BLACK HILLS SECURITY &	I-P111435	101-4192-425-17	REPAIRS-DAYS REPL CONTACT EAST OV DOOR/DAYS	000000	255.10
01-3838	VAST BROADBAND	I-TELEPHONE 11/16/20	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 11/16/20	101-4192-428-22	UTILITIES - M MM TICKET BOOTH 6501	000000	125.60
		I-TELEPHONE 11/16/20	101-4192-428-22	UTILITIES - M MM SECURITY ALARM 5801	000000	40.87
		I-TELEPHONE 11/16/20	101-4192-428-22	UTILITIES - M MM GIFT SHOP 7801	000000	0.00
		I-TELEPHONE 11/16/20	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	233.86
		I-TELEPHONE 11/16/20	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,345.48
		I-TELEPHONE 11/16/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	279.26
		I-TELEPHONE 11/16/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.54
		I-TELEPHONE 11/16/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.61
		I-TELEPHONE 11/16/20	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	319.74
		I-TELEPHONE 11/16/20	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 11/16/20	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.06
		I-TELEPHONE 11/16/20	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	136.89
		I-TELEPHONE 11/16/20	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
		I-TELEPHONE 11/16/20	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
		I-TELEPHONE 11/16/20	101-4192-428-19	UTILITIES - G 132.24	000000	0.00
01-3877	MUTUAL OF OMAHA	I-00143836459	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3977	ACE HARDWARE OF LEAD	I-018853	101-4192-425-15	REPAIRS - TRO HOSE BARB-CLAMP-HOSE/TROLLEY	000000	73.07
01-4057	VIEHAUSER ENTERPRISES,	I-30887	101-4192-425-14	REPAIRS - STR 2 MP I/O BULLET CAMERA/STRTS	000000	199.98

PACKET: 05212 COMBINED - 12/8/20  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4057	VIEHAUSER ENTERPRISES,	continued				
		I-30892	101-4192-425-02	REPAIRS - ADA DORMA DOGGING KIT/ADAMS MUS	000000	130.00
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	51,964.90
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-376066	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,511.00
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	1,511.00
		I-375788	101-4210-422	PROFESSIONAL ZUERCHER SFTWRE TRANSITION- PD	000000	850.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2010-104233	101-4210-426	SUPPLIES SAFETY HASP,PADLOCK - POLICE	000000	13.98
01-3829	FED EX					
		I-7-178-64937	101-4210-426	SUPPLIES SHIPPING FEE - POLICE	000000	13.59
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4299	BALCO UNIFORM CO, INC					
		I-60305	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	99.08
			DEPARTMENT 210	POLICE	TOTAL:	1,050.90
01-0578	TWIN CITY HARDWARE & LU					
		I-2011-105167	101-4221-425	REPAIRS FASTENERS - FIRE DEPT	000000	2.15
		I-2011-106133	101-4221-434	MACHINERY/EQU STEP STOOL - FIRE DEPT	000000	31.99
		I-2011-106819	101-4221-429	OTHER SMOKE ALARMS,BATTERIES-CHILI	000000	550.47
		I-2011-106965	101-4221-425	REPAIRS G30 CHAIN - FIRE DEPT	000000	6.75
		I-2011-107027	101-4221-426	SUPPLIES SODIUM BULBS - FIRE DEPT	000000	49.98
01-0731	DUO-SAFETY LADDER CORP					
		C-478174-000	101-4221-434	MACHINERY/EQU RETURN-RUNG REAMER TOOL/FIRE	000000	135.00-
		I-477957-000	101-4221-434	MACHINERY/EQU ALUM RUNGS,REAMER TOOL- FIRE	000000	194.95
01-0782	JACOBS PRECISION WELDIN					
		I-27515	101-4221-425	REPAIRS REPAIR LADDER - FIRE TRUCK	000000	80.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN780966	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	63.02
01-1230	INTERSTATE ALL BATTERY					
		I-1901002016116	101-4221-426	SUPPLIES 2 BATTERIES - FIRE STATION	000000	340.20

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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
01-1502	BLACK HILLS CHEMICAL					
		I-188889	101-4221-426	SUPPLIES LAUNDRY DETERGENT - FIRE	000000	74.99
		I-188889A	101-4221-426	SUPPLIES LAUNDRY DETERGENT - FIRE	000000	74.99
01-1725	QUILL CORPORATION					
		I-12319301	101-4221-426	SUPPLIES COPY PAPER, MARKERS - FIRE	000000	83.02
01-1757	HAWKI, KEN					
		I-112020	101-4221-426	SUPPLIES REIMBS.FOR POSTAGE - FIRE	000000	5.45
01-1877	DIVERSIFIED INSPECTIONS					
		I-IND130227	101-4221-422	PROFESSIONAL 5 YR NDT, GROUND LADDERS - FIRE	000000	1,402.65
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-112420	101-4221-426	SUPPLIES SHIPPING FEE/SHIRTS - FIRE DPT	000000	8.45
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3977	ACE HARDWARE OF LEAD					
		I-018882	101-4221-425	REPAIRS EXTN CORD, GFI RCPT, CNECTR/FIRE	000000	66.16
01-4644	BEE ELECTRONICS, INC					
		I-1028062	101-4221-434	MACHINERY/EQU SHIPPING FEE/NYLON CASE - FIRE	000000	20.33
01-4682	ROBITAILLE, PAUL					
		I-110920	101-4221-426	SUPPLIES REIMBS.-PILOT DASH LIGHT- FIRE	000000	8.31
		I-59130909-11/17/20	101-4221-425	REPAIRS REIMBS.-POTENTIOMETERS/FIRE	000000	95.98
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR TOTAL:						3,028.06
01-1003	VERIZON WIRELESS					
		I-9866752894	101-4232-422	PROFESSIONAL BUILDING INSPECTOR TABLET	000000	26.97
01-1725	QUILL CORPORATION					
		I-11920689	101-4232-426	SUPPLIES TYVEK PAPER/BUILDING INSPECTOR	000000	26.99
		I-12285648	101-4232-426	SUPPLIES WEB CAM/TRENT	000000	87.99
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						146.88
01-0467	CULLIGAN OF THE BLACK H					
		I-0012212	101-4310-426	SUPPLIES (3) 5 GAL BOTTLED WATER/STREET	000000	20.25
		I-0012284	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/STREET	000000	13.50
		I-0012390	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/ STRTS	000000	13.50

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	continued				
		I-0012484	101-4310-426	SUPPLIES (1) 5 GAL BOTTLED WATER/STRTS	000000	6.75
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-375690	101-4310-434	MACHINERY/EQU HP PRODESK 600 COMP-CHUCK/STRT	000000	1,304.29
01-0545	LYNN'S DAKOTA MART					
		I-0070	101-4310-426	SUPPLIES PLATES,UTENSILS,BTR SPRAY-STTS.	000000	12.66
01-0561	SOUTH DAKOTA 811					
		I-SD20-3046	101-4310-422	PROFESSIONAL LOCATE MSG-FAX FEES/STREETS	000000	22.40
01-0578	TWIN CITY HARDWARE & LU					
		I-2010-104438	101-4310-426	SUPPLIES PUSH BUTTON SWITCH/STREETS	000000	11.99
		I-2010-104756	101-4310-426	SUPPLIES PHOTO CELL-PADLOCK-CONTROL/STR	000000	132.92
		I-2011-105200	101-4310-426	SUPPLIES (4) 40 LB SOFTENER SALT/STRTS	000000	25.96
		I-2011-105338	101-4310-426	SUPPLIES 2 GAL STAND-N-SPRAY/STREETS	000000	29.99
		I-2011-105864	101-4310-426	SUPPLIES RBBR SWIVEL CASTER/STREETS	000000	35.96
		I-2011-106023	101-4310-426	SUPPLIES (5) N9 NET L @ G/STREETS	000000	29.95
		I-2011-106484	101-4310-426	SUPPLIES WHISK BROOM-FASTENERS/STREETS	000000	33.64
		I-2011-108627	101-4310-426	SUPPLIES STORAGE HOOK-HANGER/STREETS	000000	45.94
01-0742	OFFICE DEPOT					
		I-131987821001	101-4310-426	SUPPLIES CREAMER/STREETS	000000	13.31
		I-131989830001	101-4310-426	SUPPLIES CREAMER-TEA BAGS/STREETS	000000	17.34
01-0782	JACOBS PRECISION WELDIN					
		I-27474	101-4310-434	MACHINERY/EQU FABRICATE-PAINT SNOW BOX/STRTS	000000	9,172.26
01-0866	BORDER STATES ELECTRIC					
		I-921053808	101-4310-426	SUPPLIES CORE ITEM-ELECTRIC CORE/STREET	000000	1,092.08
01-1003	VERIZON WIRELESS					
		I-9866752894	101-4310-422	PROFESSIONAL ON-CALL PHONE/STREETS	000000	24.84
01-1171	A & B BUSINESS SOLUTION					
		I-IN780969	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	71.04
01-1877	DIVERSIFIED INSPECTIONS					
		I-INDI30230	101-4310-422	PROFESSIONAL SAFETY INSP BUCKET TRUCK/STRTS	000000	500.18
01-3094	BOMGAARS					
		I-57713010	101-4310-426	SUPPLIES BAND SAW KIT/STREETS	000000	529.99
01-3722	BLACK HILLS ASPHALT LLC					
		I-1704	101-4310-425	REPAIRS CLEAN-FILL CRACKS FOREST AVE/S	000000	5,225.77
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3896	EAGLE ENTERPRISES, LLC	I-22493	101-4310-426	SUPPLIES (3) GE 300W STREET LIGHTS/STRT	000000	2,385.00
01-3974	HI-VIZ SAFETY WEAR, LLC	I-93232	101-4310-426	SUPPLIES SAFETY WEAR TRENT MOHR	000000	253.59
01-4687	TREE WISE MEN	I-157	101-4310-422	PROFESSIONAL TAKEDOWN-HAUL TREE MCGOVERN	000000	1,200.00
		I-158	101-4310-422	PROFESSIONAL TAKEDOWN DEAD PINE/MCGOVERN	000000	2,400.00
DEPARTMENT 310 STREETS TOTAL:						24,656.45
01-4630	SANDER SANITATION SERVI	I-11/30/20 RESIDENT	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE PICKUP/PW	000000	11,220.03
DEPARTMENT 320 SANITATION TOTAL:						11,220.03
01-1731	WHEELER LUMBER OPERATIO	I-1340-034322	101-4370-425	REPAIRS 4X4X8 FIR-FABRIC BOLLARD/OAKRI	000000	2,084.00
DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL:						2,084.00
01-0467	CULLIGAN OF THE BLACK H	I-0012211	101-4520-426	SUPPLIES (3) 5 GAL BOTTLED WATER/PARKS	000000	20.25
		I-0012283	101-4520-426	SUPPLIES (1) 5 GAL BOTTLED WATER/PARKS	000000	6.75
		I-0012343	101-4520-426	SUPPLIES NOVEMBER COOLER RENTAL/PARKS	000000	15.00
		I-0012550	101-4520-426	SUPPLIES DECEMBER COOLER RENTAL/PRKS	000000	15.00
01-0578	TWIN CITY HARDWARE & LU	I-2010-104484	101-4520-426	SUPPLIES (3) BAGS CONCRETE MIX/PARKS	000000	13.77
		I-2010-104506	101-4520-426	SUPPLIES (2) BAGS CONCRETE MIX/PARKS	000000	9.18
		I-2010-104641	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	10.02
		I-2010-104710	101-4520-426	SUPPLIES (15) MIX SAND TOPPING RTU/PARK	000000	74.85
		I-2010-104886	101-4520-426	SUPPLIES (5) CONCRETE MIX/PARKS	000000	22.95
		I-2010-104911	101-4520-426	SUPPLIES TAPE LAMINATED RED/WHT/PARKS	000000	21.99
		I-2011-105233	101-4520-426	SUPPLIES BL MASKING TAPE-RED SPRY PNT/P	000000	12.98
		I-2011-105341	101-4520-426	SUPPLIES (12) BAGS CONCRETE MIX/PARKS	000000	55.08
		I-2011-105541	101-4520-426	SUPPLIES (12) CONCRETE MIX 50-60 LBS/PR	000000	76.68
		I-2011-106432	101-4520-426	SUPPLIES FLT BLK RUST SPRAY PAINT/PARKS	000000	19.96
		I-2011-106571	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	25.99
		I-2011-106589	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	7.00
		I-2011-106911	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	20.28
		I-2011-107545	101-4520-426	SUPPLIES WOOD SCREWS-FASTENERS/PARKS	000000	47.28
		I-2011-108278	101-4520-426	SUPPLIES (8) BAGS CONCRETE MIX/PARKS	000000	36.72
		I-2011-108310	101-4520-426	SUPPLIES CORD PLUG-EXT SCREWS/PARKS	000000	46.98
		I-2011-108374	101-4520-426	SUPPLIES APPLIANCE CORD-SAW BLADE/PARKS	000000	17.98



PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2011-108433	101-4520-425	REPAIRS (20) BAGS CONCRETE MIX/PARKS	000000	91.80
		I-2011-108621	101-4520-426	SUPPLIES GRAB HOOK-DIAG CUT PLIERS/PARK	000000	31.97
01-0677	LAWSON PRODUCTS, INC.					
		I-9308021097	101-4520-426	SUPPLIES (10) NITRILE BLUE GLOVES/PARKS	000000	209.48
01-0684	NORTHWEST PIPE FITTINGS					
		I-1326641	101-4520-425	REPAIRS 6" SDR-35 SEWER PIPE RT/PARKS	000000	48.86
01-0742	OFFICE DEPOT					
		I-131987821001	101-4520-426	SUPPLIES CREAMER/PARKS	000000	13.31
		I-131989830001	101-4520-426	SUPPLIES CREAMER-TEA BAGS/PARKS	000000	17.34
01-0782	JACOBS PRECISION WELDIN					
		I-27485	101-4520-426	SUPPLIES C3 X 4.1# - 8'/PARKS	000000	24.80
01-1003	VERIZON WIRELESS					
		I-9866752894	101-4520-422	PROFESSIONAL ON-CALL PHONE/PARKS	000000	24.84
01-1498	A & J SUPPLY					
		I-1018	101-4520-426	SUPPLIES 10' 3" CHANNEL/PARKS	000000	30.00
01-3094	BOMGAARS					
		I-57708311	101-4520-426	SUPPLIES TOOL CHEST-TOOL CABINET/PARKS	000000	939.98
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-93232	101-4520-426	SUPPLIES PARKA FOR STOCK/PARKS	000000	145.49
01-4487	DONARSKI LAWN CARE & LAN					
		I-14481	101-4520-422	PROFESSIONAL POWER RAKING FOOTBALL FLD/PRKS	000000	1,093.75
01-4592	BUTTE COUNTY EQUIPMENT					
		I-IB09572	101-4520-426	SUPPLIES BOLT-NUT-WASHER-SPRING/PARKS	000000	49.45
					DEPARTMENT 520 PARKS	TOTAL: 3,324.16
01-1725	QUILL CORPORATION					
		I-12285648	101-4640-426	SUPPLIES WEB CAM/JERAMY	000000	87.99
01-3314	CENTURY BUSINESS PRODUC					
		I-542330	101-4640-428	UTILITIES HP/PZ CONTRACT 10/9/20-11/8/20	000000	286.37
01-3877	MUTUAL OF OMAHA					
		I-00143836459	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 381.79

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2011-108319	206-4550-426	SUPPLIES BIKE PADLOCK - LIBRARY	000000	9.99
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-29974	206-4550-426	SUPPLIES FIRST AID SUPPLIES - LIBRARY	000000	39.87
01-1171	A & B BUSINESS SOLUTION					
		I-IN781276	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	53.50
01-1557	DEMCO, INC.					
		I-6876040	206-4550-426	SUPPLIES CIRCEXTNDRS, LBLs, BK CVR- LIBR	000000	121.02
01-1562	MIDWEST TAPE					
		I-99632315	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	52.48
		I-99662740	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	14.99
01-1613	THE LIBRARY STORE, INC.					
		I-476152	206-4550-435	FURNITURE/FIX LIBRARY DROP BOX	000000	3,000.00
01-3305	CENTURION TECHNOLOGIES					
		I-8832315540	206-4550-429	TECHNOLOGY/HO 4 SMART SHIELD LICENSES - LIBR	000000	53.32
01-3877	MUTUAL OF OMAHA					
		I-00143836459	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4711	AMAZON CAPITAL SERVICES					
		C-1DT3-YHR9-7QJY	206-4550-434	COLLECTION DE CR FOR BOOK RETURN - LIBRARY	000000	17.38-
		I-177J-GD71-CM3K	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	17.38
		I-1FMV-XXVK-KXPD	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	94.00
		I-1FMV-XXVK-KXPD	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	48.95
01-4769	CDW GOVERNMENT					
		I-4714019	206-4550-429	TECHNOLOGY/HO COMPUTERS/CARES GRANT-LIBRARY	000000	2,329.88
01-4770	SD STATE POETRY SOCIETY					
		I-113020	206-4550-434	COLLECTION DE MEMBERSHIP DUES - 2021	000000	35.00
01-4771	BOOKLIST					
		I-113020	206-4550-434	COLLECTION DE SUBSCRIPTION - LIBRARY	000000	75.00
DEPARTMENT 550 LIBRARY						TOTAL: 5,932.95
FUND 206 LIBRARY FUND						TOTAL: 5,932.95

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-56567, 57811	209-4510-423	PUBLISHING LOCAL HEROS-COMM SPON PGS/REC	000000	67.50
01-0545	LYNN'S DAKOTA MART					
		I-004000050907	209-4510-426	SUPPLIES PINE SOL-FOLGERS COFFEE/REC	000000	27.48
01-1502	BLACK HILLS CHEMICAL					
		I-189145A	209-4510-426	SUPPLIES SHAMPOO-CLEANER-DISINF/REC	000000	359.94
01-1558	ECOLAB PEST ELIMINATION					
		I-3402512	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	94.05
01-2645	HAWKINS INC					
		I-4829666	209-4510-426	SUPPLIES DELDRUM-REAGENT-MURIATIC/REC	000000	281.54
01-3151	KONE INC.					
		I-959724976	209-4510-422	PROFESSIONAL NOV ELEVATOR MAINT/REC CENTER	000000	160.13
01-3346	REGIONAL HEALTH					
		I-70000832112020	209-4510-422	PROFESSIONAL TESTING - REC CENTER	000000	105.00
01-3421	S AND C CLEANERS					
		I-11/21/20 INV 118	209-4510-422	PROFESSIONAL CLEANING/REC CENTER	000000	2,533.00
01-3506	ALSCO					
		I-LCAS1377623	209-4510-426	SUPPLIES MATS/REC CENTER	000000	121.58
		I-LCAS1380202	209-4510-426	SUPPLIES MATS/REC CENTER	000000	140.62
01-3877	MUTUAL OF OMAHA					
		I-00143836459	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4765	WESTERN FIRST AID AND S					
		I-RAP2-000127	209-4510-426	SUPPLIES BANDAIDS-EYE DRPS-TABLETS/REC	000000	198.46

DEPARTMENT 510	REC CENTER	TOTAL:	4,092.52
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FUND	209	BED & BOOZE FUND	TOTAL:	4,092.52
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PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-113020	211-4630-423	MARKETING	BID#9 FUNDING - OUTLAW SQUARE	000000 45,000.00
DEPARTMENT 630 BID #9					TOTAL:	45,000.00
FUND 211 BID #9					TOTAL:	45,000.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA	I-113020	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
DEPARTMENT 630 BID 8					TOTAL:	10,000.00
FUND 212 BID #8 (Business Improve)					TOTAL:	10,000.00

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2916	FALL RIVER COUNTY HISTO	I-112320	215-4572-235	VISITOR MGMT 2021 HISTORY CONFERENCE	000000	250.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 250.00
01-0951	DEADWOOD ALIVE	I-2000-20	215-4573-345	HIST. INTERP. NOVEMBER 2020	000000	4,000.00
01-1890	ADAMS MUSEUM & HOUSE, I	I-112320	215-4573-305	HIST. INTERP. ADAMS MUSEUM 2020 GEN OPERATNG	000000	95,000.00
01-2014	TOMS, DON	I-LEDGER PROJ 1110	215-4573-335	HIST. INTERP. 1897 TAX RECORDS BK 1 OF 3	000000	600.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 99,600.00
01-2597	MORSE, MARCIA E.	I-111820	215-4575-505-01	20 WASHINGTON MORTGAGE EXPENSE	000000	193.04
01-4507	HAAKON COUNTY AUDITOR'S	I-112320	215-4575-520	GRANT/LOAN PR 2020 OUTSIDE GRANT ROUND 1	000000	10,000.00
01-4739	TWIN CITY HARDWARE-HP P	I-2010-104703	215-4575-525	GRANT/LOAN PA PAINT GRANT - 33 TAYLOR	000000	19.96
		I-2011-107704	215-4575-525	GRANT/LOAN PA PAINT GRANT - 444 WILLIAMS	000000	424.98
		I-2011-108213	215-4575-525	GRANT/LOAN PA PAINT GRANT - 866 MAIN	000000	13.98
		I-2011-108249	215-4575-525	GRANT/LOAN PA PAINT GRANT - 39 LINCOLN	000000	29.99
		I-2011-108368	215-4575-525	GRANT/LOAN PA PAINT GRANT - 866 MAIN	000000	27.96
01-4763	WHITEWOOD HISTORIC DIST	I-112420	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT ROUND 2	000000	4,881.58
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 15,591.49
01-0250	GLOVER, SANDY	I-112420	215-4576-630	PROFES. SERV. RODEO GROUNDS BC REIMBURSEMENT	000000	301.96
01-0510	GOLDEN WEST TECHNOLOGIE	I-376066	215-4576-600	PROFES. SERV. OFFSITE BACKUP - HP	000000	215.00
01-4048	TUSHA, DEONNE	I-112320	215-4576-630	PROFES. SERV. BURNHAM BC REIMBURSE-SANTAS	000000	618.40
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 1,135.36

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2011-105932	215-4577-735	CAPITAL ASSET 12 & 8 FT CEDAR SELECT-ROD GND	000000	2,159.81
		I-2011-106384	215-4577-735	CAPITAL ASSET 12 & 8 FT CEDAR SELECT-ROD GRD	000000	2,039.82
		I-2011-108033	215-4577-735	CAPITAL ASSET 12 & 8FT CEDAR SELECT-ROD GRND	000000	2,135.81
01-1613	THE LIBRARY STORE, INC.					
		I-476152	215-4577-705	CAPITAL ASSET LIBRARY DROP BOX - HP	000000	1,879.32
01-3060	QUIK SIGNS					
		I-31563A	215-4577-775-03	CIP-WAYFINDIN STENCILING ARCHWAY WW CRK TRL	000000	97.61
01-4742	C. EAGLE CONSTRUCTION,					
		I-2	215-4577-755	CAPITAL ASSET 11 VAN BUREN RETAINING WALL	000000	51,889.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		60,201.37
01-0578	TWIN CITY HARDWARE & LU					
		I-2010-104923	215-4641-426	SUPPLIES BLK POLY FILM - HP	000000	22.99
01-1003	VERIZON WIRELESS					
		I-9866752894	215-4641-428	UTILITIES ARCHIVIST TABLET	000000	40.01
01-1725	QUILL CORPORATION					
		I-12285648	215-4641-426	SUPPLIES WEB CAMS/BONNY MIKE CINDY	000000	263.97
		I-12440709	215-4641-426	SUPPLIES LOGITECH SPEAKERS - CINDY	000000	18.03
		I-12448503	215-4641-426	SUPPLIES PPR CLIPS LAM POUCHS MECH PENC	000000	63.39
01-3838	VAST BROADBAND					
		I-111620	215-4641-428	UTILITIES MT MORIAH 11/20/20-12/19/2020	000000	138.19
01-3877	MUTUAL OF OMAHA					
		I-00143836459	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4561	MODERN OFFICE					
		I-205369	215-4641-426	SUPPLIES 4 DRWR LATERAL FILE CAB-BONNY	000000	1,299.00
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,862.91
				FUND 215 HISTORIC PRESERVATION	TOTAL:	178,641.13

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0342	DAVID HERDT	I-102320-2	216-1310	DUE FROM OTHE FINAL DIST. 97 FOREST LS LOAN	000000	16,039.95
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	16,039.95
01-1162	SPEIRS, MARK	I-217903	216-4653-962-03	WINDOWS GRANT WINDOW 4 WASHINGTON VANROCHEL	000000	606.06
01-1496	LAWRENCE CO. REGISTER O	I-110620	216-4653-960	CLOSING CO RECORD FEE CONRAD SATISFACTIO	000000	30.00
		I-111120	216-4653-960	CLOSING CO RECORD FEE WEBER LOAN	000000	30.00
		I-111220	216-4653-960	CLOSING CO RECORD FEE ARSAGA SATISFACTION	000000	30.00
		I-111220-2	216-4653-960	CLOSING CO RECORD FEE GORDER SATISFACTION	000000	30.00
		I-111320	216-4653-960	CLOSING CO RECORD FEE SHEPHERD MODIFICATI	000000	30.00
01-2145	BERG, DALE	I-312555	216-4653-962-03	WINDOWS GRANT WINDOW 874 MAIN BERG	000000	574.55
01-2849	DAKOTA LUMBER CO	I-2010149169	216-4653-962-03	WINDOWS GRANT WINDOW 47 FOREST THOMPSON	000000	800.00
		I-2011-151525	216-4653-962-03	WINDOWS GRANT WINSOWS 97 FOREST HERDT	000000	3,267.66
		I-2011-151566	216-4653-962-03	WINDOWS GRANT WINDOW 874 MAIN BERG	000000	1,050.00
		I-2011-151570	216-4653-962-03	WINDOWS GRANT WINDOW 8 VAN BUREN JOHNSON	000000	2,416.98
		I-2011-151573	216-4653-962-03	WINDOWS GRANT WINDOWS 42 LINCOLN KARIN	000000	1,458.60
01-4086	TWIN CITY HARDWARE - GR	I-2011-107863	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	57.27
01-4273	SPEARFISH LUMBER COMPAN	I-31162	216-4653-962-01	SPECIAL NEEDS ELDERLY 34 VAN BUREN SPEIRS	000000	673.56
01-4726	KNECHT HOME CNTR-GRANTS	I-5567577	216-4653-962-03	WINDOWS GRANT WINDOWS 26 FREEMONT OPHEIM	000000	12,519.54
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	23,574.22
			FUND 216	REVOLVING LOAN	TOTAL:	39,614.17



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PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200001610-10/31	561-4192-422	PROFESSIONAL TIF #6 PYMT - THE LODGE	000000	203,878.29
				DEPARTMENT 192 Public Buildings	TOTAL:	203,878.29
				FUND 561 LODGE AT DEADWOOD TIF	TOTAL:	203,878.29

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0191	PIONEER RESEARCH CORPORA	I-258984	602-4330-426	SUPPLIES (4) GAL EN SOLV/WATER	000000	234.10
01-0206	SCHMIDT, WILLIAM	I-11/20/20 30 ADAMS	602-4330-425	REPAIRS POUR-REBAR-FINISH SECTION/WATER	000000	1,385.00
01-0561	SOUTH DAKOTA 811	I-SD20-3046	602-4330-422	PROFESSIONAL LOCATE MSG-FAX FEES/WATER	000000	22.40
01-0578	TWIN CITY HARDWARE & LU	I-2010-104880	602-4330-426	SUPPLIES (4) CONCRETE MIX/WATER	000000	18.36
		I-2011-105336	602-4330-426	SUPPLIES JOIST HANGER-2X4X10 PINE/WTR	000000	31.86
		I-2011-105634	602-4330-426	SUPPLIES INSULATED STAPLE-4X8 TREATED/W	000000	122.47
		I-2011-105648	602-4330-426	SUPPLIES 2X4X8 #2 SELECT STRUCTURE/WTR	000000	21.87
		I-2011-105978	602-4330-426	SUPPLIES 2 HD LED LIGHT/WATER	000000	49.99
		I-2011-105993	602-4330-426	SUPPLIES FASTERNES VARIOUS/WATER	000000	11.99
		I-2011-106051	602-4330-426	SUPPLIES GAP & CRACK SEALANT/WATER	000000	8.98
01-0684	NORTHWEST PIPE FITTINGS	I-1326791	602-4330-425	REPAIRS BUSHING-CURB STOP-CPLG/WATER	000000	349.74
01-0742	OFFICE DEPOT	I-131987821001	602-4330-426	SUPPLIES CREAMER/WATER	000000	13.32
		I-131989830001	602-4330-426	SUPPLIES CREAMER-TEA BAGS/WATER	000000	17.33
01-1003	VERIZON WIRELESS	I-9866752894	602-4330-422	PROFESSIONAL ON-CALL PHONE/WATER	000000	24.84
01-1171	A & B BUSINESS SOLUTION	I-IN780969	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	71.05
01-1365	SD PUBLIC HEALTH LAB	I-10596603	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1081883	602-4330-424	RENTALS MINI EXCAV RENT 30 ADAMS/WATER	000000	611.55
01-2500	TTG ENTERPRISES INC.	I-20102	602-4330-422	PROFESSIONAL SCADA SYSTEM UPDATE PH1/WTR	000000	20,200.00
01-3877	MUTUAL OF OMAHA	I-00143836459	602-4330-415	GROUP INSURANCE LIFE INSURANCE	000000	21.45
01-4764	ROTHENHOEFER, GREG & CA	I-11/03/20 SEWER INS	602-4330-422	PROFESSIONAL SEWER INSTALLATION-SPRING STRT	000000	7,000.00

DEPARTMENT 330	WATER	TOTAL:	30,246.30
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FUND 602	WATER FUND	TOTAL:	30,246.30
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PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4687	TREE WISE MEN					
		I-156	607-4580-422	PROFESSIONAL TAKEDOWN-HAUL TREE/MT MORIAH	000000	2,200.00
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	2,200.00
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				FUND 607 HISTORIC CEMETERIES	TOTAL:	2,200.00

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

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
01-0578	TWIN CITY HARDWARE & LU	I-2011-107994	610-4360-426	SUPPLIES ELECT TAPE-NET BUILDERS/P&T	000000	6.52
01-1003	VERIZON WIRELESS	I-9866752894	610-4360-422	PROFESSIONAL PARKING-TRANSPORTATION PHONES	000000	150.42
01-3712	PASSPORT LABS, INC.	I-INV-1016934	610-4360-422	PROFESSIONAL OCT.MOBILE PAY/METERS - P&T	000000	93.50
01-3877	MUTUAL OF OMAHA	I-00143836459	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4648	GTI COMPANIES	I-PAY APP #4	610-4360-425	REPAIRS S CITY HALL PARKING LOT RECON	000000	6,509.75

DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: 6,775.04

01-0578	TWIN CITY HARDWARE & LU	I-2011-105534	610-4361-426	SUPPLIES BROTHER LC 105M-Y-C/TROLLEY	000000	61.97
		I-2011-105836	610-4361-426	SUPPLIES ADHESIVE FASTERNER/TROLLEY	000000	4.99
		I-2011-107018	610-4361-426	SUPPLIES DRILL BIT-ADHESIVE FASTENER/TR	000000	33.96
		I-2011-107570	610-4361-426	SUPPLIES DRILL BIT-SMOOTH ROD-TAP/TROLL	000000	56.46
		I-2011-107593	610-4361-426	SUPPLIES SMOOTH ROD/TROLLEY	000000	19.99
		I-2011-108347	610-4361-426	SUPPLIES HX CP G8 NC Y 3/8X1 1/4/TROLLE	000000	34.99
01-0677	LAWSON PRODUCTS, INC.	I-9308007885	610-4361-426	SUPPLIES WASH N WAX LUSTERIZER/TROLLEY	000000	142.40
		I-9308011126	610-4361-426	SUPPLIES 3/8X50 FT PRESWSH ASSY/TROLLEY	000000	105.55
01-1503	BLACK HILLS SPECIAL SER	I-24975	610-4361-422	PROFESSIONAL SEPT CONTRACT CLEANING/TROLLEY	000000	2,450.00
		I-25203	610-4361-422	PROFESSIONAL OCT CONTRACT CLEANING/TROLLEY	000000	2,300.00
01-1626	SERVALL UNIFORM AND LIN	I-0406641	610-4361-422	PROFESSIONAL MATS-BAGS-MOPS-WIPES/TROLLEY	000000	130.78
		I-0412026	610-4361-422	PROFESSIONAL BAGS-MOPS-MATS-WIPES/TROLLEY	000000	137.36
		I-0417431	610-4361-422	PROFESSIONAL MOPS-MATS-BAGS-WIPES/TROLLEY	000000	137.36
01-2946	SUNSHINE TOWING	I-11159	610-4361-422	PROFESSIONAL TOWING FEE/CAMRY - P&T	000000	75.00
01-3877	MUTUAL OF OMAHA	I-00143836459	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-3970	A & I DISTRIBUTORS	I-3550076	610-4361-426	SUPPLIES 10 2PT ENGINE RECHARGE KIT/TRO	000000	76.20
01-4286	TCF EQUIPMENT FINANCE					

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAF

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4286	TCF EQUIPMENT FINANCE	continued				
		I-12/01/20	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-12/01/20	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-12/01/20	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002268011	610-4361-422	PROFESSIONAL OCT DATA CONNECT SRVC/TROLLEY	000000	95.95
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	15,269.52
01-0429	BLACK HILLS ENERGY					
		I-POWER 11/30/20	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	765.66
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-376066	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	75.00
01-3151	KONE INC.					
		I-959724976	610-4362-422	PROFESSIONAL NOV ELEVATOR MAINT/RAMP	000000	160.13
01-4766	IPS GROUP INC					
		I-INV55015	610-4362-426	SUPPLIES COLLECT-DIAG-MAINT CARDS/RAMP	000000	17.57
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	1,018.36
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 23,062.92

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-60004256- 10/31/20	721-4000-429	OTHER TIF #9 - #60004256	000000	374.73
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	374.73
			FUND	721 TIF #9 OPTIMA	TOTAL:	374.73

PACKET: 05212 COMBINED - 12/8/20

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200017030-10/31	725-4000-429	OTHER EXPENSE TIF #8 PYMT - STAGE RUN	000000	38,692.79
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	38,692.79
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL: 38,692.79
					REPORT GRAND TOTAL:	696,604.99

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2020-2021	101-3000-202	LIQUOR LICENSE *NON-EXPENS	75.00	51,000-	208,825.00		
	101-3000-699	MISC REVENUE *NON-EXPENS	54.60	8,000-	5,162.99-		
	101-4111-422-02	SAFETY - COVID 19	15,261.87	0	50,907.35-	Y	
	101-4142-415	GROUP INSURANCE	16.06	42,645	3,920.16-	Y	
	101-4142-422	PROFESSIONAL SERVICES	93.49	40,460	29,953.62		
	101-4192-415	GROUP INSURANCE	17.33	44,200	280.14		
	101-4192-422	PROFESSIONAL SERVICES	765.00	114,000	119,888.72		
	101-4192-422-02	PROFESSIONAL - ADAMS MUSEU	748.86	0	4,818.64-	Y	
	101-4192-422-04	PROFESSIONAL - CITY HALL	2,355.00	0	22,272.14-	Y	
	101-4192-422-07	PROFESSIONAL - FIRE STATIO	400.00	0	5,596.00-	Y	
	101-4192-422-10	PROFESSIONAL - LIBRARY	600.00	0	9,577.16-	Y	
	101-4192-422-17	PROFESSIONAL-DAYS OF 76 MU	166.54	0	3,501.65-	Y	
	101-4192-422-21	PROFESSIONAL - WELCOME CEN	1,740.00	0	26,924.11-	Y	
	101-4192-425	REPAIRS	53.06	110,000	125,412.92		
	101-4192-425-02	REPAIRS - ADAMS MUSEUM	1,121.38	0	70,093.15-	Y	
	101-4192-425-04	REPAIRS - CITY HALL	435.52	0	20,090.04-	Y	
	101-4192-425-05	REPAIRS - COLD STORAGE	47.71	0	47.71-	Y	
	101-4192-425-08	REPAIRS - HIST/INFO CENTER	153.45	0	5,649.71-	Y	
	101-4192-425-10	REPAIRS - LIBRARY	399.40	0	61,184.29-	Y	
	101-4192-425-13	REPAIRS - REC CENTER	162.40	0	42,449.94-	Y	
	101-4192-425-14	REPAIRS - STREETS SHOP	206.47	0	7,981.26-	Y	
	101-4192-425-15	REPAIRS - TROLLEY BARN	134.35	0	2,413.52-	Y	
	101-4192-425-17	REPAIRS-DAYS OF 76 MUSEUM	648.05	0	18,558.95-	Y	
	101-4192-425-21	REPAIRS - WELCOME CENTER	6.59	0	1,079.42-	Y	
	101-4192-425-22	REPAIRS - MT.MORIAH BLDGS.	29.98	0	372.88-	Y	
	101-4192-425-23	REPAIRS - WATER PRV BLDGS.	54.83	0	755.27-	Y	
	101-4192-425-24	REPAIRS - OUTLAW SQUARE	351.62	0	3,635.70-	Y	
	101-4192-426	SUPPLIES	1,005.89	63,000	35,518.24		
	101-4192-426-04	SUPPLIES - CITY HALL	702.61	0	7,452.43-	Y	
	101-4192-426-07	SUPPLIES - FIRE STATION	195.64	0	2,344.31-	Y	
	101-4192-426-08	SUPPLIES - HIST/INFO CENTE	313.83	0	2,279.64-	Y	
	101-4192-426-10	SUPPLIES - LIBRARY	68.26	0	816.75-	Y	
	101-4192-426-11	SUPPLIES - PARKS SHOP	137.11	0	2,684.51-	Y	
	101-4192-426-14	SUPPLIES - STREETS SHOP	478.43	0	4,231.03-	Y	
	101-4192-426-21	SUPPLIES - WELCOME CENTER	157.02	0	1,554.25-	Y	
	101-4192-428	UTILITIES	9,174.97	555,000	478,358.39		
	101-4192-428-01	UTILITIES - ADAMS HOUSE	644.86	0	8,131.55-	Y	
	101-4192-428-02	UTILITIES - ADAMS MUSEUM	758.46	0	9,078.34-	Y	
	101-4192-428-03	UTILITIES - BALLPARK BLDGS	313.92	0	4,667.94-	Y	
	101-4192-428-04	UTILITIES - CITY HALL	4,597.47	0	55,441.22-	Y	
	101-4192-428-06	UTILITIES - DAYS OF '76 BL	1,007.90	0	16,342.79-	Y	
	101-4192-428-07	UTILITIES - FIRE STATION	1,324.77	0	15,143.16-	Y	
	101-4192-428-08	UTILITIES - HIST/INFO CENT	866.00	0	8,685.22-	Y	
	101-4192-428-09	UTILITIES - HARCC	925.22	0	10,745.39-	Y	
	101-4192-428-10	UTILITIES - LIBRARY	853.23	0	9,609.23-	Y	





427 SOUTH CHAPELLE  
C/O 500 EAST CAPITOL  
PIERRE, SD 57501-5070  
(605) 773-3595

RUSSELL A. OLSON  
AUDITOR GENERAL

December 7, 2020

David R Ruth Jr., Mayor  
And  
Jessica McKeown, Finance Officer

Municipality of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2019 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2019 and for the year then ended and the related notes to the financial statements, which collectively comprise the Municipality's basic financial statements. Our audit will be conducted with the objective of expressing an opinion on each opinion unit applicable to those financial statements.

Accounting standards generally accepted in the United States of America require the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Funding Progress, Schedule of Municipality Contributions and the Schedule of Municipality's Proportionate Share of the Net Pension Liability (Asset) be presented to supplement the Municipality's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality's required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any form or assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules
- Schedule of Municipality Contributions
- Schedule of the Municipality's Proportionate Share of the Net Pension Liability (Asset)

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

## **Audit Objectives**

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of accounting records and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

## **Management Responsibilities**

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide guidance with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The Municipality has requested that we provide assistance as a nonaudit service in the compiling of the preparation of the notes to the financial statements and pension related report disclosures. These nonaudit services do not constitute an audit in accordance with *Government Auditing Standards* as we

are simply performing the nonaudit services of compiling these documents from the municipality's accounting records. You are responsible for making all management decisions and performing all management functions relating to the notes to the financial statements and the pension related report disclosures and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the compiling of the above items and that you have reviewed and approved them prior to their issuance and have accepted responsibility for them. The Municipality has designated Jessica McKeown, Finance Officer as the individual with suitable skills, knowledge and experience to oversee these nonaudit services.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles if applicable. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in

accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of



receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards*.

### **Audit Procedures - Compliance**

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

### **Audit Administration, Fees, and Other**

Our fee for these services will be based on the time actually spent at our standard hourly rate which is determined in accordance with state statute (Fiscal Year 2020 rate is \$74.50) and is subject to change each July 1<sup>st</sup>. We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

*Government Auditing Standards* state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

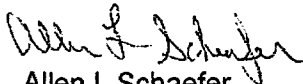
The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

*Government Auditing Standards* require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,

  
Allen L. Schaefer  
Auditor In Charge

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality Finance Officer

\_\_\_\_\_  
Date



427 SOUTH CHAPELLE  
C/O 500 EAST CAPITOL  
PIERRE, SD 57501-5070  
(605) 773-3595

RUSSELL A. OLSON  
AUDITOR GENERAL

December 7, 2020

David R Ruth Jr., Mayor  
And  
Jessica McKeown, Finance Officer

Municipality of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2019 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2019 and for the year then ended and the related notes to the financial statements, which collectively comprise the Municipality's basic financial statements. Our audit will be conducted with the objective of expressing an opinion on each opinion unit applicable to those financial statements.

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- Budgetary Comparison Schedules
- Schedule of Municipality Contributions
- Schedule of the Municipality's Proportionate Share of the Net Pension Liability (Asset)

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

## **Audit Objectives**

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of accounting records and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

## **Management Responsibilities**

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide guidance with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The Municipality has requested that we provide assistance as a nonaudit service in the compiling of the preparation of the notes to the financial statements and pension related report disclosures. These nonaudit services do not constitute an audit in accordance with *Government Auditing Standards* as we



are simply performing the nonaudit services of compiling these documents from the municipality's accounting records. You are responsible for making all management decisions and performing all management functions relating to the notes to the financial statements and the pension related report disclosures and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the compiling of the above items and that you have reviewed and approved them prior to their issuance and have accepted responsibility for them. The Municipality has designated Jessica McKeown, Finance Officer as the individual with suitable skills, knowledge and experience to oversee these nonaudit services.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles if applicable. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in

accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Professional Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of

receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards*.

### **Audit Procedures - Compliance**

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

### **Audit Administration, Fees, and Other**

Our fee for these services will be based on the time actually spent at our standard hourly rate which is determined in accordance with state statute (Fiscal Year 2020 rate is \$74.50) and is subject to change each July 1<sup>st</sup>. We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

*Government Auditing Standards* state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

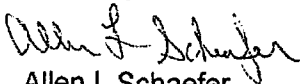
The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

*Government Auditing Standards* require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,



Allen L. Schaefer  
Auditor In Charge

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality Finance Officer

\_\_\_\_\_  
Date

LoA

# Tri-City Rubble Site

## 2021 Insurance Breakdown

Entity	2021 Cost	Factor
City of Lead	\$ 3,874.38	5
City of Deadwood	\$ 3,874.38	5
Lawrence County	\$ 3,874.38	5
Central City	\$ 774.88	1
Total	\$ 12,398.01	16

Loc

*Prepared by:*

Quentin L. Riggins

GUNDERSON, PALMER,

NELSON & ASHMORE, LLP

P. O. Box 8045

Rapid City, SD 57709-8045

(605) 342-1078

### QUITCLAIM DEED

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, Grantor, which address is 102 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to **Tim Allen Grenstiner**, Grantee, of PO Box 203, St. Onge, South Dakota 57779, the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 3, Block B, Weisflog's Addition to Deadwood, Lawrence County,  
South Dakota, as shown in Plat Book 2, Page 67, Lawrence County  
Register of Deeds records.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF DEADWOOD:

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

State of South Dakota       )  
  ) ss.  
County of Lawrence        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared **David R. Ruth, Jr.**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

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

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

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

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

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

**APPLICANT INFORMATION \*Designates required fields**

SELLER(S)/GRANTOR(S)* City of Deadwood		PHONE NUMBER*		EMAIL	
MAILING ADDRESS* 102 Sherman Street		CITY* Deadwood	STATE* SD	ZIP CODE* 57732	
BUYER(S)/GRANTEE(S)* Tim Allen Grenstiner		PHONE NUMBER*		EMAIL	
MAILING ADDRESS* PO Box 203		CITY* St. Onge	STATE* SD	ZIP CODE* 57779	
NEW MAILING ADDRESS (if changed)		CITY	STATE	ZIP CODE	
LEGAL DESCRIPTION* (copy description from document you are recording or attach an exhibit with the legal description) Lot 3, Block B, Weisflog's Addition to Deadwood, Lawrence County, South Dakota, as shown in Plat Book 2, Page 67, Lawrence County Register of Deeds records.					

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

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



<ul style="list-style-type: none"> <li>• WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></li> <li>• RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input type="checkbox"/> YES <input type="checkbox"/> STATE RELATIONSHIP: _____</li> </ul>	<ul style="list-style-type: none"> <li>• ACTUAL CONSIDERATION EXCHANGED: \$ 1.00 _____</li> <li>• ADJUSTED PRICE PAID FOR REAL ESTATE \$ 1.00 _____</li> </ul>
<ul style="list-style-type: none"> <li>• WAS THIS PROPERTY SOLD BY: OWNER <input checked="" type="checkbox"/> AGENT <input type="checkbox"/> (actual consideration less amount paid for major items of personal property as listed below)</li> </ul>	
List any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises):  	
IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES <input type="checkbox"/> NO <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE?  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>           INTEREST RATE: _____ %            PAYMENT FREQUENCY: MONTHLY <input type="checkbox"/> YEARLY <input type="checkbox"/> </div> <div>           DOWN PAYMENT: \$ _____            NO. OF PAYMENTS: _____         </div> <div>           BALLOON PAYMENT (if any): \$ _____         </div> </div> </li> </ul>	

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

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

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

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

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

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

## APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF LAWRENCE COUNTY  
SOUTH DAKOTA:STATE OF SOUTH DAKOTA,  
County of LAWRENCE } ss.City of Deadwood, being first duly sworn deposes  
and says that he has ground for abatement or refund of taxes under the provisions of SDC 57.0801 as  
indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- ☐ 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- ☐ 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making the assessment;
- ☒ 3. When the complainant or the property is exempt from the tax;
- ☐ 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- ☐ 5. When taxes have been erroneously paid or error made in noting payments or issuing receipt therefor;
- ☐ 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

30875-00700-020-00 sale date 10-23-20 doc # 20-  
06743Assessed - \$2,320 Factored - \$2,192  
2 month abatement - \$36630875-00800-010-00 sale date 10-23-20 doc # 20-  
06743Assessed - \$400 Factored - \$378  
2 month abatement - \$642020 taxes payable 2021



Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

P. O. Address \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Name of Office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	TAXABLE VALUATION	TAX	AMT. OF ABATEMENT OR REFUND	
					ASKED	ALLOWED

Approved - Disapproved by City or Township Board .....

Dated ..... 20 .....

Chairman City or Twp. Board

Approved by authority of Subdivision of SDC 57.0801.

Dated ..... 20 .....

Chairman County Board.

Rejected: .....

Reasons: .....

Dated ..... 20 .....

Chairman County Board.

Applicant advised of action by notice dated

..... 20 .....

County Auditor.

No. ....

Application

FOR

Abatement or Refund

OF

Mr. ....

P. O. ....

OFFICE OF COUNTY AUDITOR

County

Received and filed in my office on

..... 20 .....

County Auditor.

By .....

Deputy.



LoF

The Lord's Cupboard, Inc  
111 S Main St Lead SD 57754  
584-3263

City of Deadwood  
102 Sherman St  
Deadwood SD 57732

Dear Members of the Deadwood City Commission

The Lord's Cupboard, Inc is requesting the \$2500 that was included in the 2020 budget.

Your support of this important mission for your residents means sustenance for many who do not have adequate food each month.

We also appreciate the continued program of the aluminum can profits being directed to the Cupboard. This helps us purchase eggs each month and also frozen and refrigerated food when possible.

Thank you

Sincerely



Sharon L Narem Director

605-580-5137

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

CITY OF DEADWOOD of DEADWOOD VOLUNTEER FIRE DEPARTMENT, 737 MAIN STREET, DEADWOOD, SD UNITED STATES 57732 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the BLACK HILLS NATIONAL FOREST or unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers .01 acres located in Section 13, Township 5 N., Range 3 E., Black Hills Meridian, ("the permit area"), as shown on the map attached as Appendix A attached hereto and made a part hereof. This permit authorizes continued operation and use of two Fireveil wildfire detection devices mounted on posts (wood or steel) on National Forest System Lands.

**TERMS AND CONDITIONS**

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to the **Federal Land Policy and Management Act, as Amended** October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

**C. TERM.** This permit shall expire at midnight on **12/31/2050**, 30 years from the date of issuance.

**D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when,

at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

**I. TRANSFER OF TITLE TO THE IMPROVEMENTS.**

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. **Transfer of Title.** Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

**II. IMPROVEMENTS**

**A. LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon

completion of the work.

**C. CONSTRUCTION.** Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

### **III. OPERATIONS.**

**A. PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 1 day each year.

**B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

**C. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether

the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

**H. ENVIRONMENTAL PROTECTION.**

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting



from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

**I. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**J. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**C. PESTICIDE USE.**

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

**E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.**

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

**H. CLEANUP AND REMEDIATION.**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under

Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

## **VI. LAND USE FEE AND DEBT COLLECTION**

**A. LAND USE FEES.** The use or occupancy authorized by this permit is **exempt** from a land use fee or the land use fee has been **waived in full** pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

### **C. FEE PAYMENT ISSUES.**

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

#### **3. Late Payments**

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the *Federal Register* and the *Treasury Fiscal Requirements Manual* Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar

days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

## **VII. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

- 1. For noncompliance with federal, state, or local law.
- 2. For noncompliance with the terms of this permit.
- 3. For abandonment or other failure of the holder to exercise the privileges granted.
- 4. With the consent of the holder.
- 5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.** Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## **VIII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

**C. SUPERSEDED PERMIT.** This permit supersedes a special use permit designated CITY OF DEADWOOD, SFN491, dated 03/14/2012.

**D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**E. FEES - EXEMPTIONS AND WAIVERS (A-10).**

**LAND USE FEES.** The use or occupancy authorized by this permit is **exempt from a land use fee** or the **land use fee has been waived in full** pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, chapter 30. Every 5 years, the Authorized Officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

**F. SURVEYS, LAND CORNERS (D-4).** The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

**G. IMPROVEMENT RELOCATION (X-33).** This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.**

**BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.**

ACCEPTED:

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KEN HAWKI  
Fire Executive Officer  
City of Deadwood Volunteer Fire Department

DATE

APPROVED:

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JEFF TOMAC  
Forest Supervisor  
Black Hills National Forest

DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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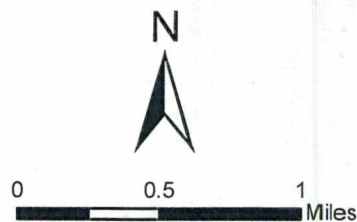
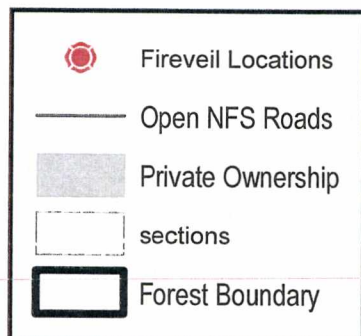
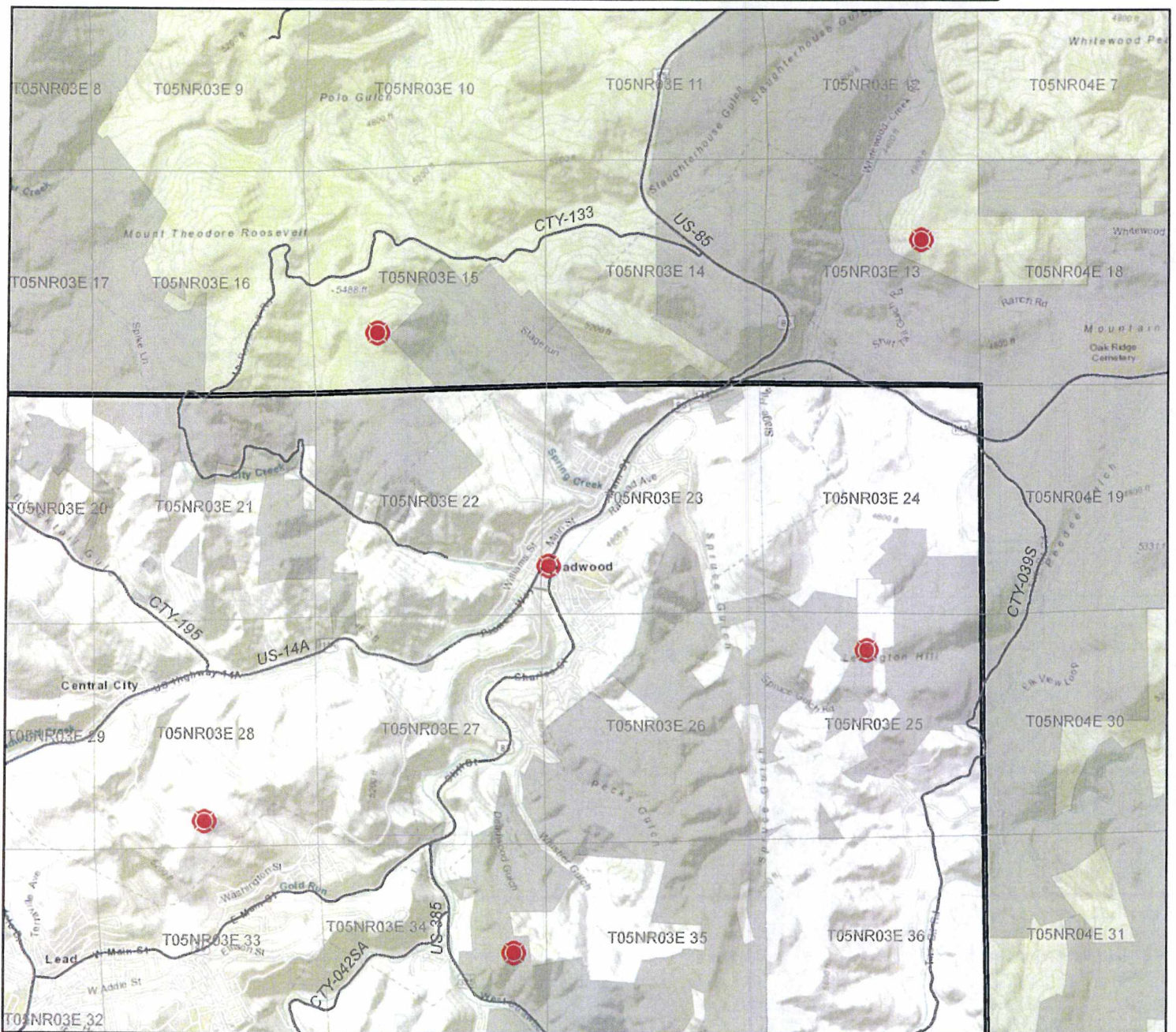
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



# Exhibit A

## SFN726 Fireveil Detection Device Locations



Map Author: C. Ackerman-Jasper  
Map Creation Date: 10/14/2020

SFN726

City of Deadwood - DVFD  
Fireveil Device Locations

T5N R3E Sections 13 and 15

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



6I

## COMBINED VOTING AGREEMENT

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April 13, 2021

It is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

**PURPOSE:**

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

**PUBLICATION OF NOTICES:**

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statutes.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

**COST SHARING:**

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Fifty-Six Dollars (\$156.00) per day for Judges and Clerks and One Hundred Eighty Dollars (\$180.00) per day for the Superintendent. Should circumstances beyond

# **COMBINED VOTING AGREEMENT**

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April 13, 2021

the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

## **JUDGES:**

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

## **POLL BOOKS:**

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

## **CANVASSING THE VOTE:**

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

## **ABSENTEE BALLOTS:**

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

## **ELECTION SUPPLIES, PROCEDURES, ETC:**

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

# COMBINED VOTING AGREEMENT

April 13, 2021

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

## LEAD-DEADWOOD SCHOOL DISTRICT #40-1

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

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

Attest:

## CITY OF CENTRAL CITY

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

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

Attest:

## CITY OF DEADWOOD

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

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

Attest:

## CITY OF LEAD

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

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

Attest:

## CITY OF WHITEWOOD

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

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

Attest:

# COMBINED VOTING AGREEMENT

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April 13, 2021

## LEAD-DEADWOOD SANITARY DISTRICT #1

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

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

Attest:

## LEAD FIRE PROTECTION DISTRICT

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

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

Attest:

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE 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 December 7, 2020, 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:**

Salon 14-A, LLC dba Salon 14-A, 250 US HWY 14A, M.S. 166 Lot 1, City of Deadwood, Lawrence County, South Dakota.

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

Dated this 16th day of November, 2020.

CITY OF DEADWOOD

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

Publish: B.H. Pioneer – November 19, 2020

For any public notice that is published one time:

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



OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Deadwood, SD 57732



10A  
**Jeremy Russell**  
Planning and Zoning Administrator  
Telephone (605) 578-2082  
[jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com)  
Fax (605) 578-2084

**BOARD OF ADJUSTMENT  
STAFF REPORT  
REQUEST FOR A CONDITIONAL USE PERMIT  
December 9, 2020**

---

**APPLICANT:** Court & Kay French

**PURPOSE:** Conditional Use Permit for a Multiple Family Dwelling Unit

**GENERAL LOCATION:** 311 Cliff Street

**LEGAL DESCRIPTION:** Lot 1 of Katon Subdivision, located in the SE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood Lawrence County, South Dakota

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

**ZONE:** CH – Commercial Highway

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**STAFF FINDINGS:**

Surrounding Zoning:

North: CH – Commercial Highway  
South: PF – Park Forest  
East: CH – Commercial Highway  
West: CH – Commercial Highway

Surrounding Land Uses:

Commercial Businesses  
Vacant Land  
Commercial Businesses  
Commercial Businesses

**SUMMARY OF REQUEST**

The applicant has submitted a request for a Conditional Use Permit to operate a Multiple Family Dwelling Unit (Apartments) on this property. The subject property is located at 311 Cliff Street and has been operated as The Thunder Cove Hotel since 1993. This request was approved by the Planning and Zoning Commission on November 18, 2020

**FACTUAL INFORMATION**

1. The property is currently zoned CH – Commercial Highway.
2. The property comprises approximately 5,610 square feet  $\pm$ .

3. The site was originally developed in 1993 and used as a hotel and at one time had a restaurant.
4. The subject property is located within a very low density land use classification on the adopted Land Use Map.
5. The property is located outside of Flood Zone AE – Areas of 100 year flood and Flood Zone X – Areas of 500 year flood.
6. Adequate public facilities are available to serve the property.
7. The area is characterized by a mixture of commercial businesses.

#### **STAFF DISCUSSION**

The applicant has submitted a request for a Conditional Use Permit to operate a Multiple Family Dwelling Unit for the purpose of converting the current hotel rooms into one and two-bedroom efficiency apartments. The city regulations permit Multiple Family Dwelling Unit in Commercial Highway zone with an approved Conditional Use Permit. According to the letter submitted by the French's with their application, they realize the need for long term housing in Deadwood and believe an approved Conditional Use Permit would not only help the community with the housing shortage but also improve their business. If approved the Thunder Cove Hotel would be renamed to "The Hillside Apartments". The French's request meets all zoning code requirements: Intent, Use permitted by right, Conditional Uses and Area and bulk requirements.

The Deadwood Zoning Code 17.08.010 defines a Multiple Family Dwelling Unit as the following:

*"Dwelling Unit, Multiple-Family" means:*

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

*"17.40.030 Conditional uses."*

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

12. Dwelling unit, multiple-family;



**COMPLIANCE:**

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

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

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

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.
- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.
- C. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.
- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

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

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

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

#### **If approved, staff recommendations for stipulation(s):**

- 1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
- 2. Proof of a state excise number shall be provided to the Planning and Zoning Office for their files.

Court & Kay French  
Request for CUP – Apartments  
November 18, 2020

3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
4. If required, proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
5. Proof of City of Deadwood Business License.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approved by the Planning & Zoning Commission on November 18, 2020.
2. Approval / Approval with Conditions / Denial by Board of Adjustment.

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



Questions Contact:  
**Jeremy Russell**  
(605) 578-2082 or  
jeramyr@cityofdeadwood.com

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

## APPLICATION FOR CONDITIONAL USE PERMIT

Application Fee: \$200.00

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

Name of Proposed Development: Former Thunder Cave Hotel  
The Hillside Apartments

Street Location of Property: 311 + 315 CLIFF Street

Legal Description of Property: KATON S/D Lot 1 + Lot AB9

Zoning Classification of Property: \_\_\_\_\_

Name of Property Owner: KAY or COURT FRENCH Telephone: (605) 390-4845

Address: 11475 CAROL CT BLACK HAWK S/D. 57718  
Street City State Zip

Name of Applicant: SAME Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

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

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

Uses of Building or Land: APARTMENTS

Signature of Applicant: [Signature] Date: 10/14/20

Signature of Property Owner: [Signature] Date: 10/14/20

Fee: \$ \_\_\_\_\_ Paid On \_\_\_\_\_ Receipt Number \_\_\_\_\_

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

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

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

Thunder Cove Hotel

10/18/2020

311 & 315 Cliff Street

Deadwood SD 57732

Deadwood Planning & Zoning

Attn: Jeremy Russel

We are asking at this time for you to issue us a conditional use permit to allow us to operate the Thunder Cove Hotel Property as Apartments. We will be changing the name to "The Hillside Apartments" for less confusion for past/repeat customers. We would be taking out the bathroom in every other room, and replace with a small kitchenette, making a one bedroom apartment out of two hotel rooms. At this time, we would keep 10 single rooms available to be rented as efficiency/studio. These 10 could be converted into 5 apartments later or at a different phase of the remodel.

Because of the bathroom layouts, there will be two different floor plans. I have included the two different rough sketches of the room layouts. I have also included a sketch of the 8 apartments that will be done in the first phase of the remodel.

As most of you are aware of, there is a huge need for longer term housing in Deadwood. We currently have the 10 Efficiency/studios(single hotel rooms) rented on longer term contracts like we have always done in the off season, with people waiting for these one bedroom units to be finished.

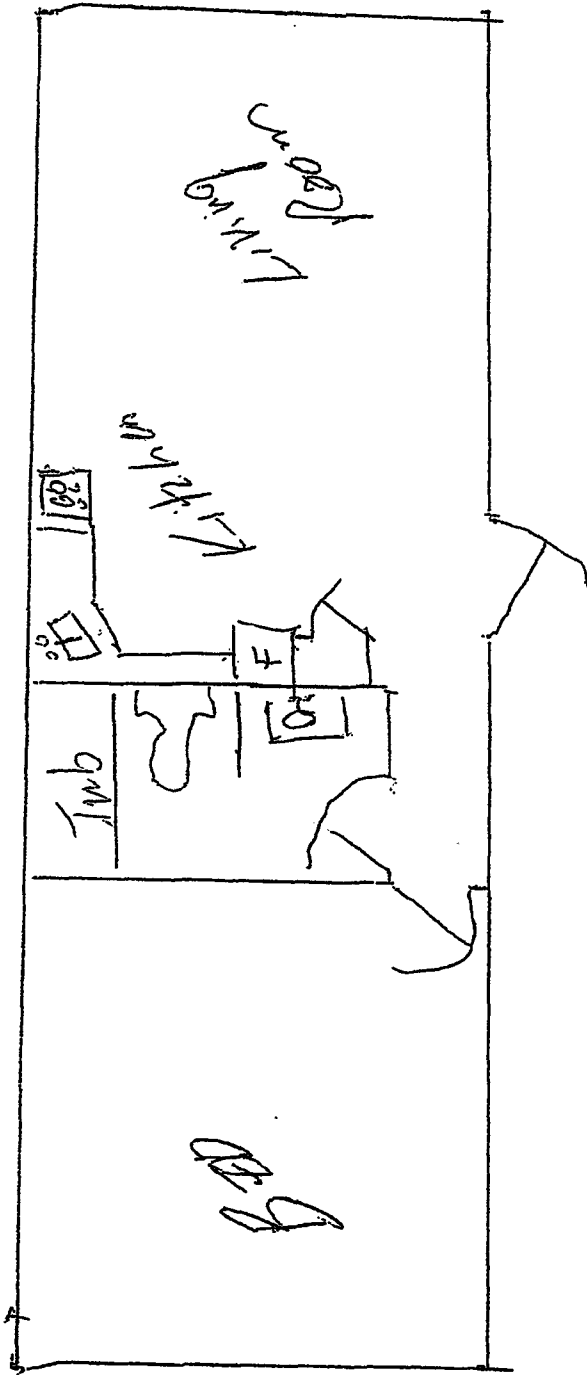
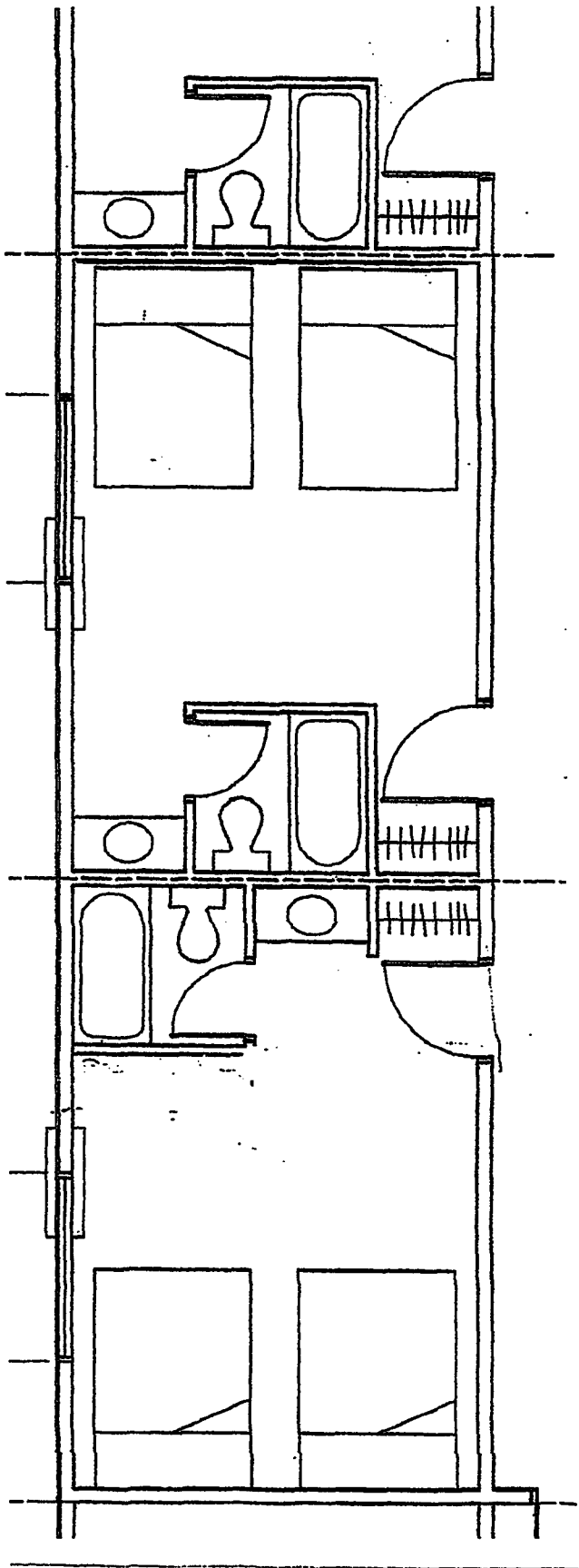
Thank you for your time and consideration on this matter.

Court French

A handwritten signature in black ink, appearing to be 'CF', written over a horizontal line.

Owner

Thunder Cove Hotel



Contig. 1 #

165 200  
175 200

Living Room

175 200

175 200

175 200

175 200

175 200

175 200

175 200

175 200

175 200

175 200

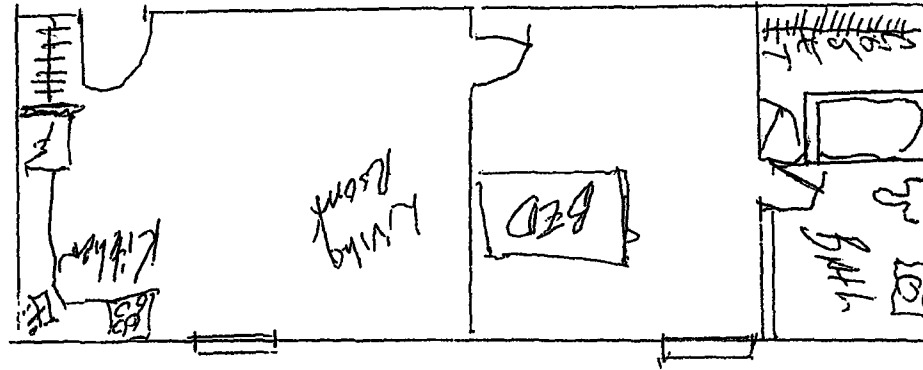
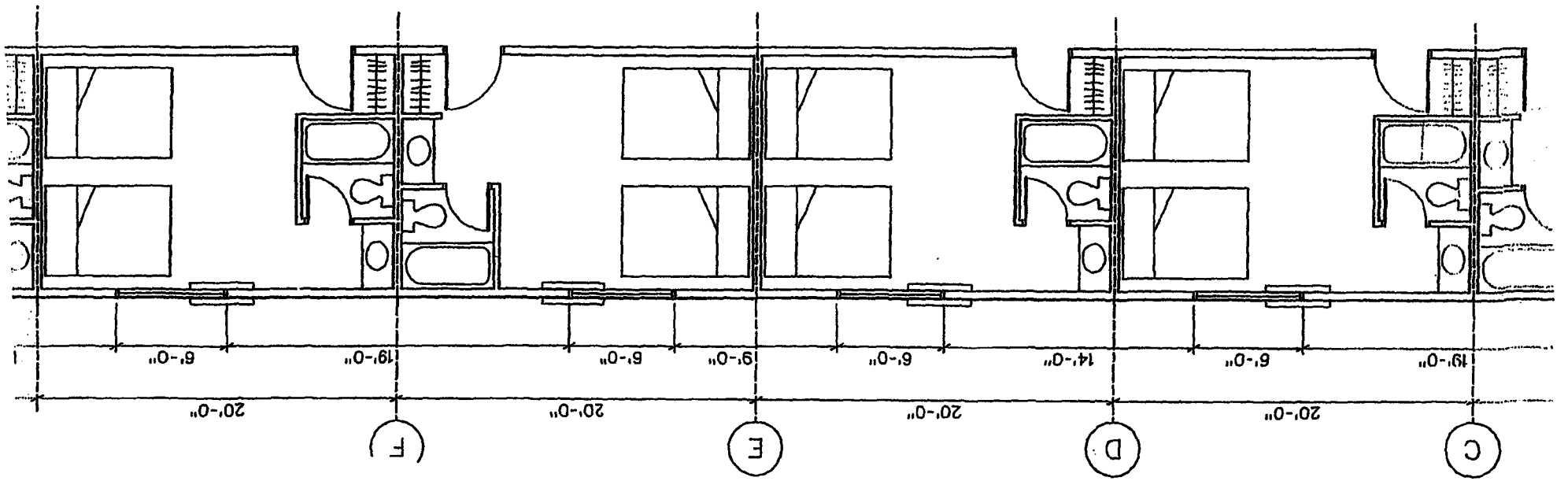
175 200

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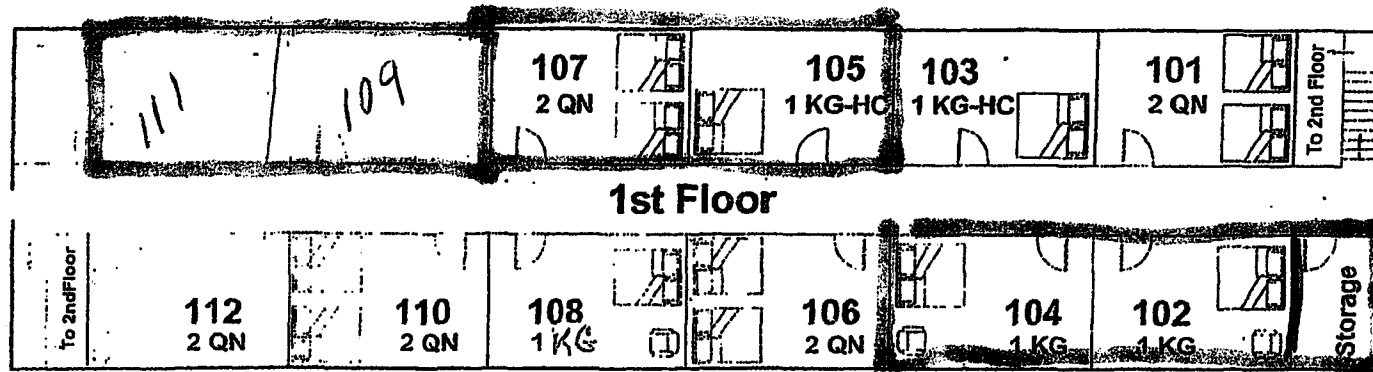
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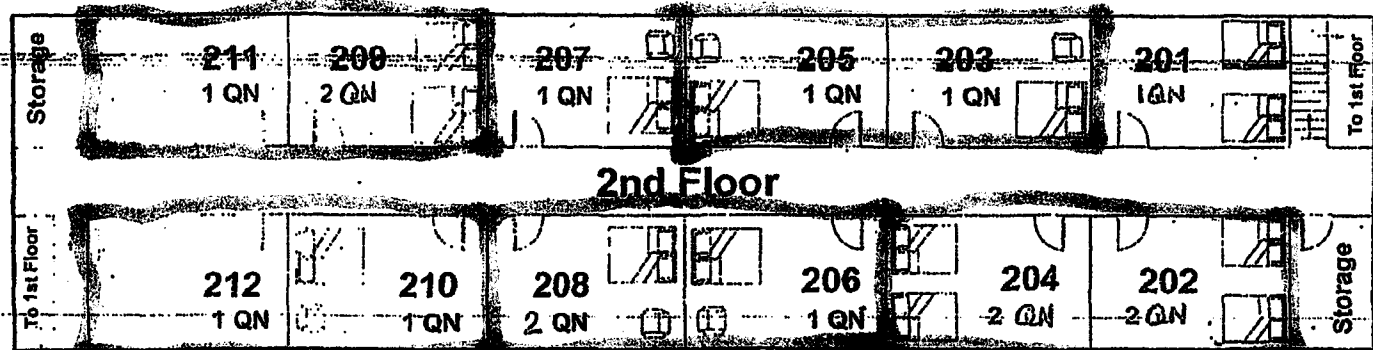


Unit #2  
720 sq ft  
Location



TO OFFICE

You Are  
Here





OFFICE OF  
TRANSPORTATION & FACILITIES  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084

# DEADWOOD

**Tom Kruzel**  
Transportation & Facilities Director  
Telephone (605) 578-2082  
tomk@cityofdeadwood.com

“Where the past is our future”

All,

I recommend the approval of a change order for the reroofing project at the Welcome Center due to hail damage from the 2018 hail storm. This is for the snow guard clips that had to be replaced due to galling of the fasteners upon removal and perimeter siding that had to be removed and replaced due to fasteners under the siding. This will be the only and final change order on the project in the amount of 7247.54. This amount will be covered by the insurance claim that was filed at the time of the damage. The delay in the completion of the project had several factors involved but most was due to the availability of the snow clips. They were unavailable for 7 months.

Tom

# Invoice



Bill To:  
**City of Deadwood**  
108 Sherman Street  
Deadwood, SD 57732

Invoice Date

December 02, 2020

Invoice

274

Due Date

Upon Receipt

Sales Rep

Ryan Kolb

## Contract

Description	Amount
Deadwood Welcome Center:	\$0.00
Perimeter of siding removed & replaced due to roof flashing being screwed down under the siding	\$3,362.51
Installed SnoCubes on Welcome Center Roof	\$3,885.03

Total Contract: **\$7,247.54**

Remit Payment to:

**Armour Roofing & Construction, LLC**  
514 29th Street  
Suite #4  
Spearfish, SD 57783  
605-213-0103

Invoiced Total:	<b>\$7,247.54</b>
Payments/Credits:	<b>\$0.00</b>
Balance Due:	<b>\$7,247.54</b>

**AWE Acquisition, Inc.**

2501 Seaport Drive  
Suite 410 SH  
Chester, PA 19013  
USA

Voice: 610-833-6400

Fax: 610-833-6440

**INVOICE**

Invoice Number: DEADWPL20001-1

Invoice Date: Nov 9, 2020

Page: 1

Duplicate

**Bill To:**

Deadwood Public Library  
435 Williams Street  
Deadwood, SD 57732

**Ship to:**

Deadwood Public Library  
435 Williams Street  
Deadwood, SD 57732

Customer ID	Customer PO	Payment Terms	
DEADWPL		Net 15 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Hall, Kirk	Ground		11/24/20

Quantity	Item	Description	Unit Price	Amount
1.00	1.3.53.AA PLAT ENG	PLATINUM_ENGLISH - 20 ALL-IN-ONE -	3,199.00	3,199.00
		S/Ns:		
1.00	BUNDLE ASE	AFTERSCHOOL EDGE PLATINUM	449.00	449.00
		BUNDLE		
2.00	DJHP-AWE	AWE HEADPHONES WITH VOLUME	30.00	60.00
		CONTROL, 90 DAY LIMITED WARRANTY		
1.00	Y SPLITTER	AUDIO Y-SPLITTER CABLE (ALLOWS 2	5.00	5.00
		SETS OF HEADPHONES		
		SIMULTANEOUSLY)		
1.00	AIO STAND	ENHANCED SUPPORT STAND FOR	140.00	140.00
		ALL-IN-ONE COMPUTERS		
1.00	LSTA	SPECIAL DISCOUNT	365.00	-365.00
1.00	NEW CUSTOMER	NEW CUSTOMER	150.00	-150.00
1.00	SHIPPING	SHIPPING CHARGES	50.00	50.00
Subtotal				3,388.00
Sales Tax				
Total Invoice Amount				3,388.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>3,388.00</b>

Check/Credit Memo No:

SDHC CARES GRANT

\$2,388.00

206-4550-429

\$1,000.00

206-4550-424

**ORDINANCE NO. 1317  
AN ORDINANCE AMENDING BUSINESS  
IMPROVEMENT DISTRICT NO. 9 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 9 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 9 shall have the following boundaries:

**Transient Commercial Property Owners-hotels & motels**

**Group 1**

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Dicks Hotel	51 Sherman Street
Deadwood Miners	137 Charles Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street

**Group 2**

Bullock Hospitality	633-635 Main Street
Deadwood Gulch Gaming Resort	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn Dr.
Deadwood Station	68 Main Street
Doubletree By Hilton	360 Main Street
First Gold Hotel/Travelodge	270 Main Street
Four Points Hotel	575 Main Street
Franklin Hotel	709 Main Street
Gold Dust Hotel/Pineview	23 Lee Street
Gold Country Inn	801 Main Street
Hampton Inn at Tin Lizzies	555 Main Street
Hickok's Hotel & Casino	685 Main Street
Holiday Inn Express	22 Lee Street
Iron Horse Inn	27 Deadwood
SpringHill Suites by Marriott	322 Main Street
Tru by Hilton	372 Main Street



### **Non-Transient Commercial Property Owners**

Berg Jewelry and Gift	650 Main Street
Black Hills Novelty, LLC	69 Sherman
Deadwood Harley	681 Main Street
Fun Time (David Barth)	29 Lee Street
Jacobs Gallery	670 Main Street
Madam Peacock's	638 Main Street
Nugget, LLC (Wayne Morris)	696 Main Street
Patchstop, LLC	666 Main Street
Pink Door 629	629 Main Street
RE Center of DWD	11 Charles Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

**SECTION 3:** A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18<sup>th</sup> day of March, 2019, and adopted after the public hearing on the 6<sup>th</sup> day of May, 2019.

**SECTION 4:** Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1.

An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This

tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies

it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

**SECTION 8:** Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

**SECTION 9:** In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$10,000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.



**SECTION 13:** Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20<sup>th</sup> day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed\_\_\_\_\_ Date\_\_\_\_\_  
Title\_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 1st day of January, 2020.

Dated this 21st day of December, 2020.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 7, 2020  
Second Reading: December 21, 2020  
Published: December 24, 2020  
Adopted: January 13, 2021

**ORDINANCE NO. 1318**  
**AN ORDINANCE AMENDING**  
**BUSINESS IMPROVEMENT DISTRICT NO. 8 OF THE**  
**CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 8 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 8 shall have the following boundaries:

<b>Deadwood Gulch Gaming Resort</b>	<b>304 Cliff Street</b>
Deadwood Mountain Grand	1906 Deadwood Mtn. Drive
Deadwood Station	68 Main Street
Doubletree By Hilton (Cadillac Jacks)	360 Main Street
First Gold Hotel	270 Main Street
First Gold Hotel/Travelodge	250 Main Street
<b>Four Points Hotel</b>	<b>575 Main Street</b>
Franklin Hotel	709 Main Street
Gold Country Inn	801 Main Street
Gold Dust Hotel (Pineview)	23 Lee Street
Hampton Inn at Tin Lizzies	555 Main Street
Holiday Inn Express	22 Lee Street
SpringHill Suites by Marriott	322 Main Street
The Lodge at Deadwood	100 Pine Crest Lane
Tru by Hilton	372 Main Street

Any lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission, but excluding any bed and breakfast establishments:

**SECTION 3:** A Resolution of Intent 2018-09, for the continuation of this district, was approved on the 20<sup>th</sup> day of February, 2018, and adopted after the public hearing on the 2nd day of April, 2018.

**SECTION 4:** Business Improvement District No. 8 is created for the purpose of funding a portion or all of the following future proposed public

facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities:

Projected revenue of \$430,000.00, designated for purposes as set forth by SDCL 9-55, which may include support of revitalization efforts on Main Street such as Main Street Plaza or its operation, new events or expansion of known successful events, hiking and biking trails, pedestrian creek access and possible trail expansion, funding Deadwood Gaming Association activities, and legal and administrative expenses.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 8.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 8, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 8 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any

hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same

manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

**SECTION 8:** Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

**SECTION 9:** In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 8 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

**SECTION 13:** Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20<sup>th</sup> day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 1<sup>st</sup> day of January, 2020.

Dated this 21st day of December, 2020.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 7, 2020  
Second Reading: December 21, 2020  
Published: December 24, 2020  
Adopted: January 13, 2021



**ORDINANCE NUMBER 1319  
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2020**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2020:

**FUND 0101 GENERAL FUND**

Attorney – Professional Services (COVID-19) \$8,000.00; Finance – Group Insurance \$10,000.00; Public Buildings – Group Insurance \$10,000.00; Police – Group Insurance \$25,000.00; Parks – Professional Services \$25,000.00, Supplies - \$15,000.00; Planning & Zoning – Group Insurance \$10,000.00;  
Source of Revenue: Unexpended Cash

Sanitation – Professional Services (Trash pickup) \$20,000.00  
Source of Revenue: Additional Revenue Received

Public Buildings – Repairs (roof hail damage) \$200,000.00  
Source of Revenue: Hail Insurance Reimbursement

**FUND 0206 LIBRARY FUND** Equipment \$10,000.00; Supplies \$3,000.00  
Source of Revenue: Grant Proceeds \$13,000.00

**FUND 0209 BED AND BOOZE FUND** Equipment \$5,000.00  
Source of Revenue: Grant Proceeds \$5,000.00

**FUND 0211 BID 9:** Marketing \$135,000.00  
Source of Revenue: Additional BID Revenue Received

**FUND 0517 FEMA:** Contracted Services \$250,000.00  
Source of Revenue: FEMA Grant for flooding of Whitewood Creek

**FUND 0602 WATER FUND** Group Insurance \$10,000.00  
Source of Revenue: Unexpended Cash

**FUND 0603 SEWER** Professional Services (Lower Main) \$20,000.00  
Source of Revenue: Unexpended Cash

**FUND 0610 PARKING & TRANSPORTATION FUND** Group Insurance \$25,000.00  
Source of Revenue: Unexpended Cash

**TIF 0561 TIF #6** Lodge at Deadwood \$6,985.19

**TIF 0725 TIF #8** Stage Run \$13,067.11

**TIF 0721 TIF #9** Optima \$5,534.98

Source of Revenue: Property tax proceeds

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

CITY OF DEADWOOD

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David R. Ruth Jr. Mayor

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ATTEST: Jessica McKeown, Finance Officer

First Reading:	December 7, 2020
Second Reading:	December 21, 2020
Published:	December 24, 2020
Effective:	December 24, 2020



**ORDINANCE #1320**  
**AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

**Chapter 5.40**  
**TOURIST CONVEYANCES**

**5.40.010 Licenses -- Issuance -- Restrictions.**

~~On or before the first day of December of each year, The the~~ City Commission may issue annual licenses for ~~the following calendar year to each~~ tourist conveyance ~~company companies~~ which offers or gives tours originating within the city ~~on which tours travel or stay within the city~~, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah Cemetery for the purposes of conducting tours. The admittance to Mt. Moriah Cemetery shall be from May 1st through October 31st unless otherwise expressly permitted by the City Commission Sexton of Historic Cemeteries. ~~Only t~~ Tourist buses or conveyances licensed pursuant to this chapter whose tours originate within the city shall ~~not~~ be admitted to Mt. Moriah Cemetery unless licensed pursuant to this chapter unless authorized by the Sexton of Historic Cemeteries.

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited ~~up~~ to no more than three (3) tour conveyance companies at any one (1) time per calendar year. City Commission reserves the right to reduce the number of licenses if existing license is abandoned or revoked.

C. The City Commission shall have the authority to establish the parking areas and origination location for each license issued. In addition, licenses shall not be issued until each ~~tourist bus or conveyance licensee~~ provides the Chief of Police and the Sexton of Historic Cemeteries with a tour schedule. Each ~~tourist bus or conveyance licensee~~ shall arrive and depart according to ~~that the tour~~ schedule to ensure proper flow of traffic. Each ~~tourist bus or conveyance licensee~~ may utilize a five (5) minute grace period for those scheduled times; each ~~tourist bus or conveyance licensee~~ has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any requested or proposed changes to ~~be made to the submitted the approved~~ schedule shall be submitted to the Chief of Police and the Sexton of Historic Cemeteries at least seven (7) days prior to such change taking effect. Violations of the subsection shall subject ~~tourist bus or conveyance the licensee~~ to suspension or revocation of its license under Section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section 5.44.010 of the Deadwood Municipal Code.

E. Each licensee ~~will~~ shall be permitted to operate only one (1) vehicle at any one (1) time from assigned parking sites or origination location.

F. Each company ~~will~~ shall be permitted to operate only one (1) vehicle on a regular basis in Mt. Moriah Cemetery at any one (1) time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The ~~conveyance operators~~ licensee shall carry public liability insurance in the minimum amount of ~~one~~ two million dollars (\$~~1~~ 2,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

#### **5.40.030 Licensing policies and procedures**

A. Applications for licenses required by this chapter shall be made on official application forms prescribed provided by the commission City ~~Commission and shall be verified by the oath of the applicant, if an individual, or if a corporation, by an officer of such corporation.~~

B. All applications under this chapter shall be submitted to the commission Parking and Transportation Committee which shall issue a recommendation to the City Commission, which has discretion to approve or disapprove the applications.

C. Every application for a license shall be accompanied by the required application and associated fees in the amount established by the annual fee ~~ordinance~~ resolution.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.



#### **5.40.050 Transfer of license**

Any license granted under this chapter may be transferred to a new location or another person or entity only upon a vote of the majority of members of the Deadwood City Commission at their absolute discretion subject to 5.40.010(A). ~~If the transfer is to another person, the licensee must show in writing, under oath, that he or she has made a bulk sale of the business operated under the license. The bulk sale may be conditioned upon the granting of a transfer of the license. The transferee must make an application exactly as if an original applicant and the application shall take the course and be acted upon as is an original application. No transfer of any license to another person may be granted until all municipal and state sales taxes and municipal fees incurred by the transferor as a result of the operation of the licensed business have been paid. If the transfer is to a new location, the licensee must make application showing all the relevant facts as to such new location, which application shall take the same course and be acted upon as if an original application. In case of any transfer or any license affected by this chapter, a fee of one hundred dollars (\$100.00) is required to continue the unexpired portion of the license.~~

#### **5.40.080 Standards of operation**

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

- A. Loudspeakers should shall be within sound levels in accordance with the City of Deadwood ordinance regulation noise;
- B. Abusive, obnoxious, slanderous and/or vulgar language will not be allowed at any time;
- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other tour operators and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all foot patrons equal access to all sites within the cemetery without obstruction. Operators will be restricted to a ~~strict maximum~~ 30-minute time limit inside the cemetery during each tour;
- E. Operation of all vehicles will be in accordance with all state and federal motor vehicle regulations;
- F. Vehicles used for the operation of a Tourist Conveyance by the licensee as authorized by this ordinance shall be kept in good working order and professional appearance. Vehicles are subject to the inspection of the City upon request.

- F-G.** The licensee shall be responsible for providing proper documentation as set forth by the Finance office and payments and associated fees as set forth by the finance office resolution to the city City of Deadwood for the admission fee set by resolution through the City Commission for all persons into Mt. Moriah Cemetery;
- GH.** Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah Cemeteries at all times.
- HI.** The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.
- IJ.** Violations to this code or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.

**5.40.090 Selection of licenses when ~~excess~~ applications are made.**

- A. Preference to existing licensees. In granting a license under this chapter, preference shall be given to prior licensees in good standing
- B. Selection of licensees when excess applications are made. When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees ~~as provided in Section 5.40.070~~, the available license(s) will be awarded to a qualified operator(s).
1. A qualified licensee is one who:
    - a. Demonstrates to the satisfaction of the City Commission sufficient business plan financial capacity to actually engage in the tour conveyance business;
    - b. Meets all other requirements of this chapter;
    - c. Resides at the time of the application within the Lead-Deadwood School District 40-1.
  2. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the City Commission.



#### **5.40.100 Non-use of license**

- A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the commission City Commission in writing and issuance of a new license pursuant to the terms of this chapter.
- B. Any license having no activity in Mt. Moriah Cemetery for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the Sturgis Motorcycle bike rally in August.

#### **5.40.110 Violation—Penalty.**

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2 to fine in the maximum amount of five hundred dollars (\$500.00) for each offense. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

Dated this 21st of December, 2020.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

ATTEST:

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Jessicca McKeown, Finance Officer

First Reading:	December 7, 2020
Second Reading:	December 21, 2020
Published:	December 24, 2020
Adopted:	January 13, 2021