



City Commission Regular Meeting Agenda

Monday, May 15, 2023 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of May 1, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for May 15, 2023

5. **Items from Citizens on Agenda**

- a. Introduction and Welcome of Police Officers - Tashon Clark and Keegan Holzapfel
- b. Recognition of firefighters Joel Ellis, Anita Knipper and Jade Rodiack on completing Firefighter 1 and 2 courses.
- c. Days of '76 selected as a Tour Rodeo

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 approve revised Section 2.16 Accident Reporting and Investigation in the Employee Handbook, effective May 16, 2023.
- b. Permission to promote James Lee to Streets Superintendent at \$29.00 per hour (D19 rank) effective May 16, 2023.
- c. Permission advertise in-house for 5 days and in official newspaper for Streets Operator/Laborer at \$23.00 (D13 rank) per hour.
- d. Permission to hire Brandon Wallin for seasonal Parks position at \$14.33 per hour effective May 16th, 2023 pending pre-employment screening.

- e. Allow use of public property for The Big Mick: Sherman Street Lot Saturday, June 10, 2023.
- f. Permission to extend up to 39 hours of vacation time for Kevin Kuchenbecker until June 30, 2023.
- g. Permission to hire Job Corp student Wallace Cook as Painting Apprentice at \$14.33 per hour effective May 17, 2023 pending pre-employment screening.
- h. Permission to accept resignation from police officer Aaron McPheeters effective May 27, 2023.
- i. Permission to advertise in-house for 5 days and in official newspaper for one full-time police officer. (\$25.79 per hour for Certified and \$23.22 for Non-Certified.)
- j. Remove Laura Linn from payroll effective May 15, 2023.
- k. Permission to hire Madelynn Geppert for Finance Office at \$24.00 per hour effective May 18, 2023, pending pre-employment screening.
- l. Renew 2023-2024 Malt Beverage Licenses, pending payment of property tax and BID taxes.
- m. Request to waive banner fees and requirements for 2023 raffle fundraiser for St. John's Episcopal Church on Gold Street during the 2023 season. (Request approved previous seasons.)
- n. Permission to approve recommendation from Mayor Ruth to appoint Molly Brown and re-appoint Leo Diede and Trevor Santochi to three terms on the Historic Preservation Commission beginning June 1, 2023 and ending May 31, 2026.
- o. Permission to make 2023 budget allocation to Northern Hills Alliance for Children in the amount of \$3,000.00 from Bed and Booze Fund.
- p. Permission for the Mayor to appoint Dory Hanson to the Parking and Transportation Committee.
- q. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Alma Smith
- r. Permission to purchase Rascal Pro 4.5 drag rake from abi Attachment in an amount not to exceed \$3,896.80. (To be paid from Parks equipment.)
- s. Add Louis Longmore effective March 9, 2023; remove Michelle and Steve Peil effective April 13, 2023 from the Volunteer Fire Department Roster for workers compensation purposes.
- t. Permission for Mayor to sign contract with Caleb Sher of Yiddish Book Center to transliterate text of emphemra from Yiddish to English at a cost not to exceed \$1,000.00 to be paid from HP Archives line item.
- u. Acknowledge Deadwood Volunteer Fire Department 2022 Annual Report.
- v. Permission for Mayor to sign annual parking lease with Peterson CPA for three (3) parking spots located on Seiver Street for a total of \$225.00 per month plus tax

- w. Permission to purchase 5500 gallons of gas at \$3.07 per gallon from Southside Oil with a price not to exceed \$16,885.00.
- x. Permission for Mayor to sign contract with Stone Land Services (Julie Stone) as an independent contractor to conduct records research for M.S. 72 and M.S. 89. (Project approved by City Commission on May 1, 2023.)
- y. Permission to approve additional costs in the amount of \$3,750.98 for work associated with Ghost Mural Project at 51, 53, 55 Sherman Street (Adams Block) for cleaning brick in preparation of the restoration work.

7. **Bid Items**

- a. Results of bid opening on Thursday, April 27 at 2:00 p.m. for the retaining wall at 5 Harrison Street. RCS Construction - \$197,000.00, Complete Concrete - \$286,795.00. (Continued from May 1, 2023.)

8. **Public Hearings**

- a. Hold public hearing for Convention Center (on-sale) Liquor (CL-0506), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2659) and Retail (on-off sale) Wine and Cider (RW-6643) License transfers from Hotel Franklin Inc. to SGMSD, LLC dba Franklin Hotel.
- b. Hold public hearing for Retail (on-sale) Liquor (RL-5538), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2512) and Retail (on-off sale) Wine and Cider (RW-6436) License transfers from Super G Investments, Inc. to SGMSD, LLC dba Silverado Gaming Establishment and Restaurant.
- c. Hold public hearing for Summer Kick Off Concert: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 26, and Saturday, May 27 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, May 26 to 1:00 a.m. on Sunday, May 28, 2023.
- d. Hold public hearing for Deadwood Moto Show Event: open container Friday, June 2 from 5:00 p.m. to 10:00 p.m. and Saturday, June 3 from 5:00 p.m. to 10:00 p.m. at the Event Complex; and waiver of user fees Tuesday, May 30 through Monday, June 5 2023 at the Event Complex.
- e. Hold public hearing for NAJA Shriners Circus Event: waiver of user fees at Event Complex Saturday, June 24, 2023.
- f. Hold public hearing for Holistic Fair: open container in zone 3 only from 3:00 p.m. to 7:00 p.m. on Saturday, June 24; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. to 10:00 p.m. on Saturday, June 24, 2023.
- g. Hold public hearing for Bev's Poker Run: Main Street Parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 25, 2023.
- h. Hold public hearing for NAJA Shriners Beer-A-Thon and Craft Beer Tasting: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, July 14, and

Saturday, July 15 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from noon on Friday, July 14 to 10:00 p.m. on Saturday, July 15, 2023.

- i. Set public hearing on June 5, 2023 for Shell Rotella Calendar Photography and Filming: street closure on Main Street from intersection of Volin Street and Lower Main Street (archway) from 6:15 a.m. to 7:30 a.m. and Wall to Deadwood from 7:45 a.m. to 9:15 a.m. on Sunday, June 11, 2023.

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment and consider variance request for front yard setback for Lot 1, Block 3A of Deadwood Stage Run Addition along Mystery Wagon Road for QJP Holdings, LLC (William Pearson).
- b. Second Reading Ordinance #1371 Chapter 2.08 City Officers
- c. Rescind motion for Mayor to sign City Five Cent Slot Machine Lease and Operating Agreement transfer from Super G to SGM SD LLC. Approve Resolution 2023-14 Silverado City Slots Transfer to SGMSD, LLC.
- d. Permission for Fire Dept. to purchase six (6) Motorola AXP4000 radios (including hardware, setup, and installation) from Motorola Solutions in an amount not to exceed \$19,337.10 (To be paid from Fire Dept Equipment budget with half reimbursed from Wildland Fire Grant.)
- e. Rescind motion to payoff 2021 Mack Dumptruck Vin # 2317 in the amount of \$63,592.36 (2023 and 2024 lease payments) to KS State Bank.

Discussion on paying off 2021 Freightliner in the amount of \$127,841.40 to Mercedes-Benz Financial Services which would be needed to receive the \$70,202 rebate from SD DENR - AQ Program.
- f. Review 2022 Unaudited Annual Report for the City of Deadwood.
- g. Permission to issue Form E (subject to state approval) for Medical Manufacturing Cannabis to the following establishment: From the Hills, LLC - 11490 US 14A.

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, MAY 1, 2023

Mayor Ruth Jr. administered the Oath of Office to City Attorney Quentin L. Riggins.

City Attorney Riggins administered the Oath of Office to newly elected City Commissioners Charlie Struble and Michael Johnson.

The Regular Session of the Deadwood City Commission convened on Monday, May 1, 2023 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 April 17, 2023. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the May 1, 2023 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	620.08
A & B WELDING	RENTAL	48.56
A - Z SHREDDING	SERVICE	43.60
ACE HARDWARE	SHIPPING	17.44
ALBERTSON ENGINEERING	PROJECT	6,175.55
AMAZON CAPITAL	SUPPLIES	1,948.45
ARCHAEOLOGICAL RESEARCH	SERVICE	4,949.52
BH CHEMICAL	SUPPLIES	445.65
BH LIBRARY CONSOR	FEE	2.99
BH MOTORCYCLE	BID #8	7,500.00
BH PIONEER	SERVICE	195.00
BH WINDOW CLEANING	SERVICE	2,102.00
BLACKSTRAP	SUPPLIES	5,399.55
BLUEPEAK	SERVICE	4,247.03
BOMGAARS	SUPPLIES	924.44
BROWN, PATRICIA	REIMBURSEMENT	99.68
CARTER FMX	BID #8	30,000.00
CHAINSAW CENTER	SUPPLIES	145.91
CLERK OF THE SD STATE SUPR	SERVICE	30.00
DAKOTA LUMBER	PROJECT	2,190.91
DAR, VICKI	REIMBURSEMENT	224.33
DEADWOOD ALIVE	APRIL	30,000.00
DEADWOOD CHAMBER	BILL LIST	236,713.48
DEADWOOD GAMING	BID # 8	10,000.00
E.T. SPORTS	SUPPLIES	244.99
EAGLESON, CHARLES	REIMBURSEMENT	34.00
EPPICO	SUPPLIES	461.97
FELDMAN, TRUDIE	REIMBURSEMENT	212.16
GLOVER, SANDY	REIMBURSEMENT	20.76
GRIMM'S PUMP	REPAIRS	482.75
HESS, ETHAN	REIMBURSEMENT	50.00
INTERNATIONAL CODE COUNCIL	MEMBERSHIP	145.00
JACOBS WELDING	SERVICE	1,436.04
JERRY GREER'S ENGINEERING	REPAIRS	20.00
JOLLY LANE GREENHOUSE	SUPPLIES	1,950.00
KOOIMA, SAMUEL	REIMBURSEMENT	50.00
LEAD-DEADWOOD BASEBALL	SIGN RENEWAL	250.00
LTAS TECHNOLOGIES	SERVICE	5,000.00
MARCO	CONTRACT	161.42
MENARD'S	SUPPLIES	37.93
MID-STATES ORGANIZED CRIME	MEMBERSHIP	150.00
MIDWEST TAPE	SUPPLIES	22.49
MILE UP MARKETING SOLUTION	BID #8	2,103.38
MDU	SERVICE	10,221.35
MS MAIL	SERVICE	1,410.63
NORTHERN HILLS TECHNOLOGY	SUBSCRIPTION	673.00
OWENS, MELVIN	REIMBURSEMENT	210.33
PFARR, RANDY	SERVICE	220.00
PHEASANTLAND INDUSTRIES	SUPPLIES	55.69
QUADIENT FINANCE	POSTAGE	500.00
RAMKOTA HOTEL	CONFERENCE	864.00
RIGHTEOUS GARAGE DOORS	REPAIRS	780.00
RUNGE, MIKE	REIMBURSEMENT	14.00
RUSHMORE COMMUNICATIONS	RADIOS	50.00
S AND C CLEANERS	CLEANING	8,798.00
SANTOCHI, TREVOR	REIMBURSEMENT	204.33
SCOTT PETERSON MOTORS	SERVICE	150.00
SD DEPT. OF REVENUE	TRANSFER	75.00
SD GOV. FINANCE OFFICERS	DUES	130.00
SD PUBLIC HEALTH LAB	TESTING	45.00
SD SCHOOL OF MINES	WORKSHOP	875.00
SERVALL	SUPPLIES	582.26
SODAK TITLE	PROJECT	360.00
SOUTHSIDE CAR WASH	REFUND	4,647.11

REGULAR MEETING, MAY 1, 2023

SQUARE 9 SOFTWARES	RENEWAL	969.95
STRETCH'S	SERVICE	1,472.11
STURDEVANT'S	SUPPLIES	1,149.87
STURGIS RESPONDER SUPPLY	UNIFORMS	371.80
TEAM LABORATORY CHEMICAL	SUPPLIES	2,510.00
THE FHT COMPANY	PROJECT	15,152.31
THE LORD'S CUPBOARD	RECYCLING	216.47
TOWEY DESIGN GROUP	PROJECT	2,971.50
TWIN CITY HARDWARE	SUPPLIES	2,059.42
UMENTHUM, KEITH	PROJECT	1,299.48
VAN TASSEL, ETHAN	REIMBURSEMENT	50.00
VERIZON WIRELESS	SERVICE	747.81
VIEHAUSER ENTERPRISES	SERVICE	167.84
WELLMARK	INSURANCE	48,078.03
WESTERN COMMUNICATIONS	SUPPLIES	91.33
WHEELER LUMBER	SUPPLIES	2,769.60
WHEELS	SERVICE	2,063.62

Total \$469,863.90

ITEMS FROM CITIZENS ON AGENDA**Proclamations**

The Mayor read a proclamation declaring May 14 – May 20, 2023 as Police Week in City of Deadwood.

The Mayor read a proclamation declaring May 15 – May 21, 2023 as Law Enforcement Torch Run for Special Olympics South Dakota Week.

The Mayor read a proclamation declaring Friday, May 12, 2023 as Arbor Day in the City of Deadwood.

CONSENT

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

- A. Permission for the Mayor to reappoint Mike Albertson (engineer); Jenn Johnson (architect); and Vaughn Smith (contractor) to the Board of Appeals with the term expiring on May 31, 2026.
- B. Permission to advertise in-house for 5 days and then in official newspaper for Parks Technician position at \$19.00 per hour. (D9 rank)
- C. Permission to accept resignation from part-time police officer, Brandon Snyder, effective April 13, 2023.
- D. Permission to hire Tashon Clark as full-time (non-certified) police officer at \$23.22 per hour effective May 7, 2023 and Keegan Holzapfel as full-time (non-certified) police officer at \$23.22 per hour effective May 14, 2023. Both pending pre-employment screening.
- E. Permission to hire Erica Hansen, James Burke, Jonas Runge and Maeve Campbell as part-time lifeguards at the rate of \$14.33 per hour effective May 10, 2023 pending pre-employment screening.
- F. Permission to hire Douglas White as seasonal Mt Moriah ticket booth attendant at \$14.33 per hour effective May 8, 2023 pending pre-employment screening.
- G. Permission to advertise in-house for 5 days and then in official newspaper for Rec Center Director position at \$25.00-\$27.00 per hour (D15-17 rank) depending on education, experience and qualifications.
- H. Permission to adopt updated position description for Historic Preservation Officer.
- I. Permission to adopt updated position description for Zoning Administrator.
- J. Permission to adopt updated position description for the City Planner.
- K. Removed from agenda.
- L. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Tyler Rachetto and Joshua Taylor, and Corrected Warranty Deed for Gregg Maynard.
- M. Permission to waive City pet licensing fees on May 25th, 2023 for City-sponsored Pet Licensing Day at Welcome Center. Veterinarian will be on onsite to offer discounted pet vaccinations, as well.
- N. Acknowledge Deadwood Public Library 2022 Annual report which was submitted to SD State Library.

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- O. Permission for Mayor to sign City Five Cent Slot Machine Lease and Operating Agreement transfer from Super G to SGM SD LLC.

BID ITEMS**Set Bid**

Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to advertise and set bid opening for June 15, 2023 at 2:00 p.m. with results to the City Commission on June 19, 2023 for Whitewood Creek Restoration Bid Package 1 Sites 1C, 2A, 2B, 3A, 3B for FEMA Project #123108. Roll Call: Aye-All. Motion carried.

Days of '76 VIP Grandstand

Mayor Ruth stated three bids were opened for Days of '76 VIP Grandstand Concession building as advertised. Bid bonds and acknowledge of Addendums 1 & 2 were included in the following bid submittals:

Ainsworth Benning - \$1,259,846.00
 Rangel Construction - \$1,332,800.00
 Complete Concrete - \$1,568,700.00

Kuchenbecker asked to reject all bids due to budget. Martinisko moved, Johnsons seconded to reject all bids for Days of '76 VIP Grandstand Concession building. Commissioner Martinisko asked about possible grants to support this. Kuchenbecker stated he will review. Roll Call: Aye-All. Motion carried.

City Wall adjacent to "Berg Jewelry Stair Enclosure"

Mayor Ruth stated one bid was opened for the City wall adjacent to "Berg Jewelry Stair Enclosure" as advertised. Bid bond was included in the following bid submittals:

Complete Concrete - \$498,254.00

Kuchenbecker spoke about the project and recommends approval. Johnson moved, Struble seconded to award bid to Complete Concrete in the amount of \$498,254.00 for City wall adjacent to "Berg Jewelry Stair Enclosure." Commissioner Todd asked about the completion date. Kuchenbecker stated contract will state the date and believes it is a 90-day time frame. Roll Call: Aye-All. Motion carried.

5 Harrison Street

Mayor Ruth stated two bids were opened for Retaining Wall at 5 Harrison Street as advertised. Bid bonds were included in the following bid submittals:

RCS Construction - \$197,000.00
 Complete Concrete - \$286,795.00

Kuchenbecker asked to continue for review. Struble moved, Martinisko seconded to continue results of bid opening for 5 Harrison Street Retaining Wall. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Conditional Use Permit**

Public hearing was opened at 5:22 p.m. by Mayor Ruth Jr. Kuchenbecker spoke about the permit. He stated they have limitations set by The Department of Health. Hearing closed. Martinisko moved, Johnson seconded to act as Board of Adjustment and approve Conditional Use Permit for Home Occupation at 63 Stewart Steet for Carson Witt with conditions, which are: Conditional Use Permit runs with the application and not the land; therefore should the property be sold, the Conditional Use Permit is null and void and the non-conforming status could be voided from the property, Proof of City of Deadwood Business License, and the Conditional Use Permit shall be reviewed annually by the Planning and Zoning Commission as required under 17.76.060. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MAY 1, 2023Transfer

Public hearing was opened at 5:26 p.m. by Mayor Ruth Jr. Faith Lewis, Lewis Reality, was available to answer questions. Hearing closed. Todd moved, Struble seconded to approve Convention Center (on-sale) Liquor and Retail (on-off sale) Malt Beverage & SD Farm Wine License transfers from Cliff Street, LLC to Deadwood Gaming BHCI, LLC dba Deadwood Comfort Inn. Roll Call: Aye-All. Motion carried.

Set

Struble moved, Martinisko seconded to set public hearing on May 15 for Convention Center (on-sale) Liquor (CL-0506), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2659) and Retail (on-off sale) Wine and Cider (RW-6643) License transfers from Hotel Franklin Inc. to SGMSD, LLC dba Franklin Hotel. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on May 15 for Retail (on-sale) Liquor (RL-5538), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2512) and Retail (on-off sale) Wine and Cider (RW-6436) License transfers from Super G Investments, Inc. to SGMSD, LLC dba Silverado Gaming Establishment and Restaurant. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Struble seconded to waive 45-day requirement for Summer Kick Off Concert special event application. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 15 for Summer Kick Off Concert. Roll Call: Aye-All. Motion carried.

Set

Struble moved, Martinisko seconded to set public hearing on May 15 for Deadwood Moto Show Event. Roll Call: Aye-All. Motion carried.

Set

Johnson moved, Martinisko seconded to set public hearing on May 15 for NAJA Shriners Circus Event. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Struble seconded to set public hearing on May 15 for Holistic Fair. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on May 15 for Bev's Poker Run. Roll Call: Aye-All. Motion carried.

Set

Johnson moved, Struble seconded to set public hearing on May 15 for NAJA Shriners Beer-A-Thon and Craft Beer Tasting. Roll Call: Aye-All. Motion carried.

NEW BUSINESSSecond Reading

Historic Preservation Officer Kuchenbecker stated no chances except staff recommends two instead of three dwelling units, multiply-family because is conflicts with building code.

Martinisko moved, Johnson seconded to approve second reading of Ordinance #1367 Amending Chapter 17.08 Definitions within Title 17 Zoning dealing with Short-Term Rentals. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker stated no changes between first and second reading. Struble moved, Todd seconded to approve second reading of Ordinance #1368 Amending Chapter 17.32 C1 Commercial District under Title 17 Zoning dealing with Short-Term Rentals. Roll Call: Aye-All. Motion carried.

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Second Reading

Kuchenbecker stated no changes between first and second reading. Martinisko moved, Struble seconded to approve second reading of Ordinance #1369 Amending Chapter 17.40 CH Commercial Highway District under Title 17 Zoning dealing with Short-Term Rentals. Commissioner Martinisko stated this now will require a conditional use permit. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker reviewed the changes. Martinisko moved, Todd seconded to approve second reading of Ordinance #1370 Amending Chapter 17.53 Transient Use of Property under Title 17 Zoning dealing with Short-Term Rentals. Nyla Griffith, 1899 Inn, asked for clarification of being subjected to the grandfather clause if she were to sell, the new owners could obtain a conditional use permit if they meet all requirements. Mayor Ruth stated new owners would not be prohibited for applying. Kuchenbecker thanked everyone who took part in the task force. Roll Call: Aye-All. Motion carried.

First Reading

Finance Officer McKeown spoke about the changes to the Ordinance. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1371 Chapter 2.08 City Officers. Roll Call: Aye-All. Motion carried.

Permission

McKeown stated this is part of a rebate process with SD DENR environmental program. Martinisko moved, Struble seconded to payoff 2021 Mack Dump truck Vin #2317 in the amount of \$63,592.36 to KS State Bank. (2023 and 2024 lease payments.) Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow Finance Officer to complete paperwork for City to receive \$70,202.00 rebate from SD DENR – AQ Program. Roll Call: Aye-All. Motion carried.

Resolution

Martinisko moved, Johnson seconded to approve Resolution 2023-12 to Surplus 1995 International 4800 dump truck. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2023-12
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

1995 International 4800
VIN#1HTSEAANOSH216531

Dated this 1st day of May, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Resolution

McKeown spoke about the fees. Discussion was held concerning fees. Martinisko moved, Johnson seconded to approve Resolution 2023-13 Set fees for 8 inch water tap. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD
RESOLUTION 2023-13
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;
NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective May 1, 2023 :
Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:

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Meter Size	Cost
8 inch	\$456.00

Water Distribution Tap Fee:

Both Residential and Commercial fees are the same, as the fee is based on the size of the water service to the property.

8" Tap.....\$24,000.00

Dated this 1st day of May, 2023

ATTEST:
/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD
/s/ David Ruth Jr., Mayor

Contract

Kuchenbecker spoke about the services with Avid4 Engineering. Struble moved, Todd seconded to allow Mayor to sign contract with Avid4 Engineering for 2023 GIS Services in an amount not to exceed \$30,000.00. (To be paid through professional services of departments using services.) Roll Call: Aye-All. Motion carried.

Contract

Public Works Director spoke about the water plan. Martinisko moved, Johnson seconded to continue contract with Towey Design Group for Phase 3 of the Deadwood Water Facility Plan in an amount not to exceed \$24,280.00. Phase 3 will give the City the documentation needed to get on the State Water Plan and apply for funding. (to be paid by Water Professional Services.) Roll Call: Aye-All. Motion carried.

Hire

Kuchenbecker spoke about the project. Struble moved, Todd seconded to hire Julie Stone as an independent contractor in an amount no to exceed \$15,000.00 to conduct records research for M.S. 72 and M.S. 86 to be incorporated into a GIS Layer. (To be paid from HP Public Education Budget.) Roll Call: Aye-All. Motion carried.

Purchase

Kuchenbecker spoke about the purchase. Johnson moved, Martinisko seconded to purchase and pay for large format scanner from Large Document Solutions in the amount not to exceed \$7,700.00, including trade-in of two existing scanners. (To be paid from HP Machinery & Equipment line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 6:03 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, May 15, 2023 at 5:00 p.m.

After coming out of executive session at 6:34 p.m., Martinisko, Johnson seconded to hire Laura Linn as Assistant Finance Officer at \$29.00 per hour (D19 rank) effective May 15, 2023 pending pre-employment screening.

Martinisko moved, Struble seconded to adjourn.

ATTEST:

Jessica McKeown, Finance Officer

DATE: _____
BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM					
		I-04/28/23 STATEMENT	101-4310-422	PROFESSIONAL CURB-GUTTER 649 MAIN ST/STRTS	000000	1,655.00
		I-05/02/23 INVOICE	101-4192-425-24	REPAIRS - OUT STOP LIGHT SIDEWALK BY OSQ/OUTL	000000	1,880.00
		I-05/04/23 STATEMENT	101-4310-422	PROFESSIONAL POUR-FINISH SDWLK 3 SHINE/STRT	000000	1,786.00
01-0365	ISC COMPANIES					
		I-80325424	101-4221-425	REPAIRS INSPECTION	000000	500.00
01-0418	BLACK HILLS PIONEER					
		I-100152-100153	101-4310-423	PUBLISHING ADS - MECHANIC	000000	255.00
		I-100152-100153	101-4142-422	PROFESSIONAL ADS - FINANCE ASST	000000	238.00
		I-135 - 2023	101-4111-423	PUBLISHING NOTICE OF ELECTION	000000	35.82
		I-160 - 2023	101-4111-423	PUBLISHING MINUTES 3/20/23	000000	228.08
		I-161 - 2023	101-4111-423	PUBLISHING ORDINANCE #1365	000000	18.93
		I-162 - 2023	101-4111-423	PUBLISHING ELECTION BALLOT	000000	144.00
		I-169 - 2023	101-4640-423	PUBLISHING NOH ZONING	000000	44.55
		I-242 - 2023	101-4111-423	PUBLISHING MINUTES - APRIL 3, 2023	000000	253.80
		I-249 - 2023	101-4111-423	PUBLISHING ORDINANCE #1366 - SUPPLEMENTAL	000000	14.56
		I-250 - 2023	101-4111-423	PUBLISHING NOH - ALCOHOL TRANS COMFORT IN	000000	19.41
		I-275 - 2023	101-4111-423	PUBLISHING NOH - CONDITIONAL USE PERMIT	000000	47.17
		I-979 - 2023	101-4111-423	PUBLISHING NTB- DAYS OF 76 VIP GRANDSTAND	000000	31.45
		I-989 - 2023	101-4192-423	PUBLISHING PN - RFP CLEANING SERVICES	000000	37.56
		I-99919	101-4221-422	PROFESSIONAL ADS - THANK YOU DONATION	000000	66.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 04/27/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.44
		I-POWER 04/27/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	54.42
		I-POWER 04/27/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 04/27/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.85
		I-POWER 04/27/23	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 04/27/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	422.57
		I-POWER 04/27/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	73.11
		I-POWER 04/27/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	28.68
		I-POWER 04/27/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	18.92
		I-POWER 04/27/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	485.53
		I-POWER 04/27/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 04/27/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	72.64
		I-POWER 04/27/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,961.41
		I-POWER 04/27/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.27
		I-POWER 04/27/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,865.55
		I-POWER 04/27/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	72.38
		I-POWER 04/27/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	931.82
		I-POWER 04/27/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	291.48
		I-POWER 04/27/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	78.20
		I-POWER 04/27/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	26.88
		I-POWER 04/27/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	84.12
		I-POWER 04/27/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	182.99
		I-POWER 04/27/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	309.11
		I-POWER 04/27/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,148.74

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
	I-POWER	04/27/23	101-4192-428	UTILITIES 15 CRESCENT ST SNOWCROSS	000000	15.00	
	I-POWER	04/27/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.57	
	I-POWER	04/27/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	854.84	
	I-POWER	04/27/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	376.89	
	I-POWER	04/27/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	27.83	
	I-POWER	04/27/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.92	
	I-POWER	04/27/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00	
	I-POWER	04/27/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	104.72	
	I-POWER	04/27/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	112.27	
	I-POWER	04/27/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	251.33	
	I-POWER	04/27/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	54.76	
	I-POWER	04/27/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	38.60	
	I-POWER	04/27/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	29.35	
	I-POWER	04/27/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	68.68	
	I-POWER	04/27/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	341.66	
	I-POWER	04/27/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	58.41	
	I-POWER	04/27/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	58.84	
	I-POWER	04/27/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	524.39	
	I-POWER	04/27/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	590.38	
	I-POWER	04/27/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	72.47	
	I-POWER	04/27/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,150.67	
	I-POWER	04/27/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	44.87	
	I-POWER	04/27/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	112.00	
	I-POWER	04/27/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	24.64	
	I-POWER	04/27/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	34.73	
	I-POWER	04/27/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.08	
	I-POWER	04/27/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	96.11	
	I-POWER	04/27/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	27.97	
	I-POWER	04/27/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	319.78	
	I-POWER	04/27/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	28.33	
	I-POWER	04/27/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,257.38	
	I-POWER	04/27/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	126.61	
	I-POWER	04/27/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	515.44	
	I-POWER	04/27/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	40.92	
	I-POWER	04/27/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	124.55	
	I-POWER	04/27/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	67.13	
	I-POWER	04/27/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	598.06	
	I-POWER	04/27/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	21.60	
	I-POWER	04/27/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	475.10	
	I-POWER	04/27/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	74.23	
	I-POWER	04/27/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	940.23	
	I-POWER	04/27/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.83	
	I-POWER	04/27/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	21.04	
	I-POWER	04/27/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.60	
	I-POWER	04/27/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.24	
	I-POWER	04/27/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	47.56	
	I-POWER	04/27/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	411.21	
	I-POWER	04/27/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	94.19	

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 04/27/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	763.98
		I-POWER 04/27/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	30.96
		I-POWER 04/27/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	783.40
		I-POWER 04/27/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,430.74
		I-POWER 04/27/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	32.60
		I-POWER 04/27/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	37.16
		I-POWER 04/27/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	73.94
		I-POWER 04/27/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	626.87
		I-POWER 04/27/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	533.54
		I-POWER 04/27/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	106.00
		I-POWER 04/27/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.31
		I-POWER 04/27/23	101-4192-428	UTILITIES 767 MAIN ST	000000	20.60
		I-POWER 04/27/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	23.98
		I-POWER 04/27/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.49
		I-POWER 04/27/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	16.80
		I-POWER 04/27/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.49
		I-POWER 04/27/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	756.53-
01-0467	CULLIGAN OF THE BLACK H					
		I-0018278	101-4310-426	SUPPLIES (1) 5 GAL BOTTLED WATER/STREET	000000	3.50
		I-0018341	101-4520-426	SUPPLIES (3) 5 GAL BOTTLE WATER-RENT/PA	000000	42.00
01-0508	GALLS, LLC					
		I-024160429	101-4210-426	SUPPLIES FLEECE COMMANDO SWEATER	000000	152.99
		I-024178840	101-4210-426	SUPPLIES NAMEPLATE	000000	29.74
		I-024207856	101-4210-426	SUPPLIES UNIFORMS PANTS AND SHIRTS	000000	123.06
		I-024327463	101-4210-426	SUPPLIES BROWNE BELT	000000	41.14
		I-024333973	101-4210-426	SUPPLIES SHOULDER STRAP	000000	61.94
		I-024351033	101-4210-426	SUPPLIES PATROL POLO	000000	73.49
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-410724	101-4193-422	PROFESSIONAL EMAIL SECUR, BKUP, WKSTNS	000000	2,449.50
01-0515	ROCKINGTREE LANDSCAPES					
		I-340761	101-4520-426	SUPPLIES IVORY SILK LILAC TREE/PARKS	000000	378.95
01-0539	LEAD-DEADWOOD SANITARY					
		I-05/02/23 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	33.96
		I-05/02/23 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-05/02/23 CONSUMPT	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-05/02/23 CONSUMPT	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	22.00

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-05/02/23	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-05/02/23	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-05/02/23	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-05/02/23	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	45.18
		I-05/02/23	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	40.77
		I-05/02/23	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	279.08
		I-05/02/23	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-05/02/23	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	27.40
		I-05/02/23	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-0545	LYNN'S DAKOTA MART					
		I-002000531058	101-4111-426	SUPPLIES STATE OF CITY MTG	000000	24.61
01-0585	SD DEPT. OF REVENUE					
		I-051023	101-3000-202	LIQUOR LICENS SD DEPT. OF REVENUE	000000	7,500.00
01-0607	GOVERNMENT FINANCE OFFI					
		I-2323001	101-4142-422	PROFESSIONAL MEMBERSHIP RENEWAL	000000	160.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9310561233	101-4520-426	SUPPLIES WHEEL-WIPES-FEND WASHER/PARKS	000000	145.78
		I-9310561234	101-4310-426	SUPPLIES CABLE TIES-CRIMP TOOL/STRTS	000000	74.82
		I-9310572142	101-4310-424	RENTALS TORRENT MONTHLY RENT/STREETS	000000	200.00
01-0735	CONTRACTOR'S SUPPLY, IN					
		I-253550	101-4310-426	SUPPLIES (10) BAY HD 50/STREETS	000000	490.00
01-0776	ALBERTSON ENGINEERING,					
		I-18863	101-4520-422-01	PROF SERV- FE CONST DOCS/CR REST COMFORT INN	000000	3,075.00
		I-18864	101-4520-422-01	PROF SERV- FE CONST DOCS/WHTWD CR ADDEN 4	000000	33,472.69
01-0782	JACOBS PRECISION WELDIN					
		I-30152	101-4310-425	REPAIRS PLOW REPAIRS-FITTINGS-BAR/STRT	000000	713.51
		I-30161	101-4310-426	SUPPLIES WELDING EQUIP-WIRE-STRIKE/STRT	000000	224.86
01-0804	SCOTT PETERSON MOTORS					
		I-6007140/1	101-4210-425	REPAIRS INSPECTION - DODGE DURANGO0784	000000	891.15
01-1333	DEADWOOD ELECTRIC					
		I-22933	101-4192-422-02	PROFESSIONAL REMOVE SPEAKERS-WIRES/AD MUS	000000	176.70
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-246149	101-4310-426	SUPPLIES ESB SOLAR LIGHT AMBER-BASE/STR	000000	175.99
01-1365	SD PUBLIC HEALTH LAB					
		I-2022FA05841	101-4210-426	SUPPLIES POLICE TESTING	000000	125.00
		I-2022FA05842	101-4210-426	SUPPLIES POLICE TESTING	000000	125.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE					
		I-372787	101-4210-425	REPAIRS FUEL TANK CAP	000000	52.52
		I-381718	101-4210-425	REPAIRS TIRE REPAIR	000000	40.00
		I-381735	101-4210-425	REPAIRS SVC ENGINE, OIL, FILTER,	000000	111.20
01-1483	KNECHT HOME CENTER					
		I-9066476	101-4192-425-03	REPAIRS - BAL 6 PAN STEEL-HEM-STRUCT FIR/BAS	000000	457.40
01-1500	A & B WELDING					
		I-01070705	101-4310-426	SUPPLIES ALUM TIP-ALUM WIRE-FLINT/STRTS	000000	94.72
		I-03/21/23 INVOICE	101-4310-426	SUPPLIES CYL PLAIN END-BALL NOSE/STRTS	000000	85.95
01-1502	BLACK HILLS CHEMICAL					
		I-245012	101-4192-426	SUPPLIES ECONOSOFT ROLL TOWEL/PUB BL	000000	147.81
		I-245517	101-4192-426	SUPPLIES FOAMY CLNR-SOAP-TISSUE-TOWEL/P	000000	801.44
01-1558	ECOLAB PEST ELIMINATION					
		I-9517624	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	171.93
		I-9517625	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROGRAMS/REC	000000	100.63
		I-9517628	101-4192-422-21	PROFESSIONAL ANT PROGRAM-ENERGY SURCHG/WELC	000000	112.81
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0035203	101-4520-426	SUPPLIES (12) GRANULAR FERTILIZER/PARK	000000	731.00
01-1626	SERVALL UNIFORM AND LIN					
		I-0767258	101-4192-422-07	PROFESSIONAL TOWEL-MOPS-MATS-LINEN/FIRE HAL	000000	41.33
		I-0767259	101-4192-422-10	PROFESSIONAL TOWELS-LINEN/LIBRARY	000000	38.37
		I-0767272	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-MATS-LINEN/PARKS	000000	41.55
		I-0767273	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-LINEN/TROLLEY	000000	74.21
		I-0767274	101-4192-422-14	PROFESSIONAL TOWELS-MATS-MOPS-LINEN/STRTS	000000	68.85
		I-0768503	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	39.50
		I-0768504	101-4192-422-08	PROFESSIONAL- TOWEL-MOPS-MATS-LINEN/HISTORY	000000	55.48
		I-0768505	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-LINEN/CITY HA	000000	173.12
		I-0768506	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	90.70
01-1725	QUILL CORPORATION					
		I-32127310	101-4142-426	SUPPLIES CERTIFICATES	000000	27.18
		I-32156090	101-4142-426	SUPPLIES CURRENCY WRAPS	000000	46.77
01-1786	PETTY CASH/HISTORIC PRE					
		I-50523	101-4640-426	SUPPLIES LCRD 18 COPIES FOR NEW ZONE MA	000000	18.00
		I-50523	101-4640-426	SUPPLIES USPS CERT LTR BLAKE JOSEPH	000000	8.37
		I-50523	101-4640-426	SUPPLIES LCRD COPIES 20,22,32 DENVER EA	000000	12.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1104969	101-4520-426	SUPPLIES BLUEBIRD AERATOR #1-#2/PARKS	000000	190.00
01-1826	FIRST NET					
		I-287304791844X0423	101-4210-422	PROFESSIONAL MDT POLICE CARS - APRIL	000000	240.24

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING	I-13781	101-4210-426	SUPPLIES BUSINESS CARDS/LETTERHEAD POLI	000000	55.00
01-2069	BARCO PRODUCTS	I-INVRCO26054	101-4520-426	SUPPLIES MEMORIAL BENCH CEDERBURG/PARKS	000000	1,220.17
01-2394	GUNDERSON, PALMER, NELS	I-124924	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,320.00
01-2581	SD GOV. HUMAN RESOURCE	I-05032023	101-4142-427	TRAVEL HUMAN RESOURCE SCHOOL-JESS/TRA	000000	100.00
		I-050323	101-4142-427	TRAVEL FINANCE SCHOOL - JESS/TRAINEE	000000	150.00
		I-050423	101-4142-427	TRAVEL MEMBERSHIP	000000	50.00
01-3151	KONE CHICAGO	I-871032223	101-4192-422-17	PROFESSIONAL- APRIL ELEVATOR MAINT/DAYS MUS	000000	183.77
01-3341	JIM'S AUTO SALVAGE	I-490604	101-4310-425	REPAIRS (2) UNDERGROUND BURY BOX/STRTS	000000	600.00
01-3342	RASMUSSEN MECHANICAL SE	I-SRV102065	101-4192-425-06	REPAIRS - DAY FREEZER REPAIRS/GRANDSTANDS	000000	450.09
01-3346	MONUMENT HEALTH	I-700000832052023	101-4210-422	PROFESSIONAL TESTING - POLICE	000000	100.00
01-3836	MID-AMERICAN RESEARCH C	I-0789380-IN	101-4520-426	SUPPLIES GERMICID FOAM CLEAN/PARKS	000000	164.71
01-3877	MUTUAL OF OMAHA	I-001523673622	101-4142-415	GROUP INSURAN LIFE UNSURANCE	000000	16.06
		I-001523673622	101-4310-415	GROUP INSURAN LIFE UNSURANCE	000000	31.35
		I-001523673622	101-4221-415	GROUP INSURAN LIFE UNSURANCE	000000	4.95
		I-001523673622	101-4520-415	GROUP INSURAN LIFE UNSURANCE	000000	27.23
		I-001523673622	101-4192-415	GROUP INSURAN LIFE UNSURANCE	000000	11.55
		I-001523673622	101-4210-415	GROUP INSURAN LIFE UNSURANCE	000000	69.30
		I-001523673622	101-4640-415	GROUP INSURAN LIFE UNSURANCE	000000	2.48
		I-001523673622	101-4232-415	GROUP INSURAN LIFE UNSURANCE	000000	4.92
01-3896	EAGLE ENTERPRISES, LLC	I-22671	101-4192-426	SUPPLIES (3) 36W LED 4000K/PUB BLDG	000000	120.00
		I-22672	101-4310-426	SUPPLIES (48) 13W LEDA19-OMNI-827K/STRT	000000	431.52
01-3956	ADAMS SALVAGE RECYCLING	I-3097	101-4310-422	PROFESSIONAL TRUCK TIRES/STREETS	000000	40.19
01-3977	ACE HARDWARE OF LEAD	I-031720	101-4310-422	PROFESSIONAL UPS SHIPPING/STREETS	000000	16.92
		I-031722	101-4310-426	SUPPLIES DRAIN BLADDER 4-6"/STREETS	000000	21.59

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4045	RUSSELL, JERAMY	I-2023001	101-4640-422	PROFESSIONAL CONSULTING SERVICES	000000	480.00
01-4317	VIGILANT BUSINESS SOLUT	I-1339	101-4520-422	PROFESSIONAL TESTING	000000	54.00
01-4611	LEASE SERVICING CENTER,	I-56481-6-2023	101-4310-434	MACHINERY/EQU 2023 LEASE 2021 MACK TRUCK/ST	000000	32,207.32
01-4625	FIB CREDIT CARDS	I-04/30/23 STATEMENT	101-4520-426	SUPPLIES E REPLACEMENT PARTS/PARKS	000000	11.19
		I-043023HP	101-4192-426	SUPPLIES COLUMBIAN COFFEE CONCENTRTE-PB	000000	186.99
		I-043023HP	101-4193-422	PROFESSIONAL ZOOM ROOM ANNUAL RENEWAL	000000	648.90
		I-FINANCE CCD 4/30/2	101-4111-426	SUPPLIES DEPT HEAD MEETING	000000	77.00
		I-FINANCE CCD 4/30/2	101-4111-426	SUPPLIES LEGAL MEETING	000000	73.28
		I-FINANCE CCD 4/30/2	101-4192-422	PROFESSIONAL MICROSOFT SOFTWARE	000000	74.54
		I-FINANCE CCD 4/30/2	101-4210-427	TRAVEL OLSON TRAINING	000000	50.00
		I-FINANCE CCD 4/30/2	101-4130-422	PROFESSIONAL ELECTION MEALS	000000	57.00
		I-FINANCE CCD 4/30/2	101-4130-422	PROFESSIONAL ELECTION MEALS	000000	36.55
		I-FINANCE CCD 4/30/2	101-4130-422	PROFESSIONAL DEPT. HEAD TRAINING	000000	43.53
		I-FINANCE CCD 4/30/2	101-4142-427	TRAVEL DEPT. HEAD TRAINING	000000	21.80
		I-FINANCE CCD 4/30/2	101-4310-427	TRAVEL DEPT. HEAD TRAINING	000000	21.80
		I-FINANCE CCD 4/30/2	101-4111-426	SUPPLIES STATE OF THE CITY	000000	42.96
		I-FINANCE CCD 4/30/2	101-4142-426	SUPPLIES ADMIN ASSIST DAY	000000	122.46
		I-FINANCE CCD 4/30/2	101-4310-427	TRAVEL ADMIN ASSIST DAY	000000	40.82
01-4630	SANDER SANITATION SERVI	I-04/30/23 STATEMENT	101-4320-422	PROFESSIONAL APRIL RESIDENTIAL GARBAGE	000000	12,825.48
01-4682	ROBITAILLE, PAUL	I-172333987001029986	101-4221-426	SUPPLIES RADIO BATTERIES	000000	219.39
01-4693	CURTIS BLUE LINE / L.N.	I-INV695481	101-4210-426	SUPPLIES UNIFORM SHIRT	000000	57.46
01-4711	AMAZON CAPITAL SERVICES	C-141L-H6CP-C4PD	101-4142-426	SUPPLIES SMALL SHELF, SIGN HOLDER	000000	44.97-
		I-17JW-QFGW-1DYG	101-4192-426	SUPPLIES CR2 3V LITHIUM BATTERY/PB	000000	37.47
		I-17W1-1RX6-FQTD	101-4520-426	SUPPLIES (2) DELL 27 IN MONITORS/PARKS	000000	159.95
		I-1D3M-RXFY-GQWQ	101-4142-426	SUPPLIES SMALL SHELF, SIGN HOLDER	000000	44.97
		I-1TYV-HJKR-7L76	101-4192-426	SUPPLIES SUGAR PACKETS-CREAMER/PUB BL	000000	68.86
01-4811	SETON	I-9353017709	101-4310-426	SUPPLIES BLANK STAINLESS TAGS/STRTS	000000	89.01
		I-9353029289	101-4310-426	SUPPLIES LASER STNLS VALVE TAGS/STRTS	000000	70.58
01-4857	VERIZON CONNECT	I-360000038388	101-4310-422	PROFESSIONAL FEB VEH TRACKING-VIDEO/STRTS	000000	57.20
		I-360000038388	101-4520-422	PROFESSIONAL FEB VEH TRACKING-VIDEO/PARKS	000000	57.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4857	VERIZON CONNECT		continued			
		I-608000038854	101-4520-422	PROFESSIONAL JAN VEH TRACKING-VIDEO/PARKS	000000	57.20
		I-608000038854	101-4310-422	PROFESSIONAL JAN VEH TRACKING-VIDEO/STRTS	000000	57.20
		I-614000038657	101-4310-422	PROFESSIONAL MARCH VEH TRACKING-VIDEO/STRTS	000000	57.20
		I-614000038657	101-4520-422	PROFESSIONAL MARCH VEH TRACKING-VIDEO/PARKS	000000	57.20
		I-629000036239	101-4310-422	PROFESSIONAL DEC VIDEO-VEHICLE TRACKING/ST	000000	57.20
		I-629000036239	101-4520-422	PROFESSIONAL DEC VIDEO-VEHICLE TRACKING/PAR	000000	57.20
		I-630000040482	101-4310-422	PROFESSIONAL APRIL VEHICLE TRACK-VIDEO/STRT	000000	57.20
		I-630000040482	101-4520-422	PROFESSIONAL APRIL VEHICLE TRACK-VIDEO/PARK	000000	57.20
01-4957	ONSITE FIRST AID, LLC					
		I-2451	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	64.80
		I-2452	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	89.78
		I-2455	101-4192-422-10	PROFESSIONAL FIRST AID SUPPLIES/LIBRARY	000000	58.75
		I-2456	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	86.64
		I-2457	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	41.83
01-5034	STURGIS RESPONDER SUPPL					
		I-2059	101-4210-426	SUPPLIES NAME PLATE	000000	69.65
		I-2072	101-4210-426	SUPPLIES STAR GOLD COLLAR	000000	33.90
01-5096	MOBOTREX					
		I-265286	101-4310-434	MACHINERY/EQU CTRLR;SPDCHK DATALOG/STRTS	000000	770.00
01-5098	PROJEX					
		I-4388	101-4310-426	SUPPLIES WIFI AP-REPEATERS-INJECTORS/ST	000000	975.00
				FUND 101 GENERAL FUND	TOTAL:	149,090.76

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC	I-04252023	206-4550-434	COLLECTION DE SUBSCRIPTION	000000	55.00
01-1562	MIDWEST TAPE, LLC	I-503678460	206-4550-434	COLLECTION DE DVDS	000000	40.48
		I-503707893	206-4550-434	COLLECTION DE DVDS	000000	22.49
		I-503724554	206-4550-434	COLLECTION DE DVDS	000000	24.99
01-1827	MS MAIL & MARKETING	I-13800	206-4550-422	PROFESSIONAL SURVEY COPY	000000	107.10
01-3877	MUTUAL OF OMAHA	I-001523673622	206-4550-415	GROUP INSURAN LIFE UNSURANCE	000000	3.22
01-4625	FIB CREDIT CARDS	I-FINANCE CCD 4/30/2	206-4550-427	TRAVEL DEPT. HEAD TRAINING	000000	21.80
01-4711	AMAZON CAPITAL SERVICES	I-1K3J-TTNL-69GK	206-4550-434	COLLECTION DE BOOKS	000000	39.10
		I-1K97-HY9X-34KM	206-4550-434	COLLECTION DE BOOKS	000000	24.30
		I-1NHL-1QR7-LW6F	206-4550-434	COLLECTION DE DVDS	000000	11.98
		I-1NHL-1QR7-LW6F	206-4550-434	COLLECTION DE BOOKS	000000	386.15
		I-1P3R-MLMC-KJPH	206-4550-434	COLLECTION DE BOOKS	000000	111.15
01-5008	MCKILLIP, KATHY	I-050223	206-4550-427	TRAVEL LIBRARY CATOLOGING MEETING	000000	43.86
			FUND	206 LIBRARY FUND	TOTAL:	891.62

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA	I-496562	209-4510-425	REPAIRS RADIAL-1/2 BEARINGS/REC CENTER	000000	548.49
01-0418	BLACK HILLS PIONEER	I-04/30/23 STATEMENT	209-4510-423	PUBLISHING EASTER-SPORTS-SUMMER ADS/REC	000000	1,202.50
01-1098	HILLYARD/SIOUX FALLS	I-605104087	209-4510-426	SUPPLIES FOAM-REJUVNAL-ROBUSTO/REC	000000	266.49
01-1335	WATER GEAR INC.	I-3166	209-4510-426	SUPPLIES LANYARD-WHISTLE/REC CENTER	000000	40.53
01-2645	HAWKINS INC	I-6450322	209-4510-426	SUPPLIES DELDRUM-PHENOL-DRYTEC-ACID/REC	000000	1,334.69
01-3151	KONE CHICAGO	I-871032222	209-4510-422	PROFESSIONAL APR ELEVATOR MAINT/REC CENTER	000000	176.70
01-3618	KDSJ 980 AM RADIO	I-05/01/23 INVOICE	209-4510-422	PROFESSIONAL 30 SEC RADIO SPOTS PKG/REC CEN	000000	255.00
01-3877	MUTUAL OF OMAHA	I-001523673622	209-4510-415	GROUP INSURAN LIFE UNSURANCE	000000	10.65
01-4711	AMAZON CAPITAL SERVICES	I-17W1-1RX6-FQTD	209-4510-426	SUPPLIES (2) DELL 27 IN MONITORS/REC CE	000000	159.95
		I-1M4M-3NR6-HV7D	209-4510-426	SUPPLIES BADGE HOLDERS/REC CENTER	000000	35.98
01-5099	JOHNSON FITNESS & WELLN	I-21-073308	209-4510-425	REPAIRS (6) HRS EQUIP MAINTENANCE/REC	000000	861.40
		I-243-001015	209-4510-434	MACHINERY/EQU (2) MATRIX ENDUR TREADMILLS/RE	000000	10,755.00
			FUND	209 BED & BOOZE FUND	TOTAL:	15,647.38

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4015	LIBBY PRODUCTIONS, LLC	I-602	212-4630-423	MARKETING	BID #8 SPONSORSHIP/PBR	000000 25,000.00
				FUND	212 BID #8 (Business Improve)	TOTAL: 25,000.00

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0418	BLACK HILLS PIONEER						
		I-980 - 2023	215-4577-755	CAPITAL ASSET NTB - RETAINING WALL 5 HARRISON	000000	32.32	
		I-981 - 2023	215-4577-755	CAPITAL ASSET NTB - RETAINING WALL 650 MAIN	000000	34.94	
01-0510	GOLDEN WEST TECHNOLOGIE						
		I-410724	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00	
01-0585	SD DEPT. OF REVENUE						
		I-APR-051223	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00	
01-0776	ALBERTSON ENGINEERING,						
		I-18861	215-4577-755	CAPITAL ASSET 650 MAIN BROADWAY RETAIN WALL	000000	10,907.09	
		I-18874	215-4575-515	GRANT/LOAN RE 10 DENVER RETAINING WALL	000000	2,125.00	
		I-18878	215-4576-600	PROFES. SERV. WHITE CREEK TRL BOARDWALK	000000	1,762.50	
		I-18882	215-4576-600	PROFES. SERV. 5 HARRISON RETAINING WALL	000000	287.50	
01-1605	PFARR, RANDY						
		I-050523	215-4576-630	PROFES. SERV. RODEO GROUNDS BK REIMBURSEMENT	000000	23.94	
01-1786	PETTY CASH/HISTORIC PRE						
		I-50523	215-4573-335	HIST. INTERP. USPS MAIL PKG TO TWYLA IN RC	000000	9.24	
		I-50523	215-4573-335	HIST. INTERP. USPS MAIL PACKAGE TO VENICE FL	000000	3.05	
		I-50523	215-4641-426	SUPPLIES LCRD 2023-011196 GMP 51 SHERMA	000000	30.00	
		I-50523	215-4641-426	SUPPLIES LCRD 2013-04631 CPY 26,32 CHAR	000000	3.00	
		I-50523	215-4641-426	SUPPLIES SAMS CLUB 6 PKG-LIPTON TEABAGS	000000	68.25	
		I-50523	215-4641-426	SUPPLIES USPS MAIL CPY PRSNTN CK TO USD	000000	5.00	
01-2394	GUNDERSON, PALMER, NELS						
		I-124924	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	855.00	
01-3877	MUTUAL OF OMAHA						
		I-001523673622	215-4641-415	GROUP INSURAN LIFE UNSURANCE	000000	17.33	
01-3940	EME CORPORATION						
		I-230503186	215-4641-434	MACHINERY/EQU CONTEX IQ 4490 QUATTRO SCNR-HP	000000	7,648.00	
01-4625	FIB CREDIT CARDS						
		I-043023HP	215-4641-426	SUPPLIES DROP BOX 2023	000000	540.00	
		I-043023HP	215-4573-330	HIST. INTERP. DWD GREETINGS POSTCARD-HP	000000	8.72	
		I-043023HP	215-4573-330	HIST. INTERP. DWD MAIN ST POSTCARD - HP	000000	10.99	
		I-043023HP	215-4641-427	TRAVEL CENEX FUEL PIERRE HIST CONF-HP	000000	73.20	
		I-043023HP	215-4641-427	TRAVEL LA MINISTR PIERRE HIST CONF-HP	000000	78.17	
		I-043023HP	215-4641-426	SUPPLIES REDROSSA PIERRE HIST CONF-HP	000000	150.78	
		I-043023HP	215-4641-426	SUPPLIES GRANTWATCH.COM - HP	000000	199.00	
		I-FINANCE CCD 4/30/2	215-4641-427	TRAVEL DEPT. HEAD TRAINING	000000	21.80	
		I-FINANCE CCD 4/30/2	215-4641-426	SUPPLIES ADMIN ASSIST DAY	000000	81.65	
01-5052	AVID4 ENGINEERING						
		I-J18-118-2.29	215-4573-340	HIST. INTERP. 2022 GIS ENTERPRISE TECH SERV	000000	1,950.00	
				FUND	215 HISTORIC PRESERVATION	TOTAL:	27,941.47

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0558	NHS OF THE BLACK HILLS	I-2023-4	216-4653-422	PROFESSIONAL CONTRACT 4/2023	000000	4,044.25
01-1191	UMENTHUM, KEITH	I-982273	216-1310	DUE FROM OTHE 772 MAIN WINDOW RESTORATION	000000	867.00
		I-982274	216-4653-962-03	WINDOWS GRANT 766 MAIN WINDOWS	000000	459.00
01-1496	LAWRENCE CO. REGISTER O	I-050523	216-4653-960	CLOSING CO REC FEE 23 MONROE	000000	60.00
		I-050523-2	216-4653-960	CLOSING CO REC FEE 23-25 LINCOLN	000000	30.00
		I-050523-3	216-4653-960	CLOSING CO REC FEE 318 WILLIAMS STERNHAGE	000000	60.00
		I-050823	216-4653-962-01	SPECIAL NEEDS REC FEE 57 FOREST SATISFACTION	000000	30.00
		I-050923	216-4653-960	CLOSING CO REC FEE 51 VAN BUREN SHAMA	000000	60.00
01-2849	DAKOTA LUMBER CO	I-2304-240595	216-4653-962-03	WINDOWS GRANT 7 STEWART SIDING/WINDOWS	000000	6,232.18
		I-2304-240595	216-4653-962-04	SIDING GRANT 7 STEWART SIDING/WINDOWS	000000	5,241.60
01-5051	SODAK TITLE	I-OE-0876-23	216-4653-960	CLOSING CO 57 FOREST FAIRBAIRN/CLARK	000000	120.00
01-5075	ODD JOBS	I-1182	216-1310	DUE FROM OTHE 66 TAYLOR RICHERSON	000000	6,020.42
01-5100	GRIFFITH, NYLA	I-1024	216-1310	DUE FROM OTHE 23-25 LINCOLN GRIFFITH	000000	16,833.93
			FUND 216 REVOLVING LOAN	TOTAL:		40,058.38

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM	I-05/03/23 STATEMENT	602-4330-422	PROFESSIONAL 3 SDWLK PANELS 649 MAIN ST/WTR	000000	2,095.00
01-0467	CULLIGAN OF THE BLACK H	I-0018278	602-4330-426	SUPPLIES (1) 5 GAL BOTTLED WATER/WTR	000000	3.50
01-0514	SIMON MATERIALS COMPANY	I-3128578	602-4330-425	REPAIRS (13.18) TON CHIP STONE/WATER	000000	257.01
01-0539	LEAD-DEADWOOD SANITARY	I-05/02/23 EQR	602-4330-422	PROFESSIONAL APRIL WATER EQR/WATER	000000	19,498.20
01-0677	LAWSON PRODUCTS, INC.	I-9310572142	602-4330-424	RENTALS TORRENT MONTHLY RENT/WATER	000000	200.00
01-0684	NORTHWEST PIPE FITTINGS	I-1428060	602-4330-425	REPAIRS 8 MEGALUG MJ RETRAINT/WATER	000000	591.84
		I-1428383	602-4330-425	REPAIRS MCDONALD REPAIR LID/WATER	000000	139.86
		I-1429918	602-4330-426	SUPPLIES CURB BOX TAPT 2"-BUSHING/WATER	000000	205.43
01-1235	BADGER METER, INC.	I-80124718	602-4330-422	PROFESSIONAL BEACON MBL HOSTING/WATER	000000	50.52
01-1798	CHAINSAW CENTER/DAKOTA	I-1104985	602-4330-424	RENTALS MINI EXCAVATOR RENTAL/WATER	000000	220.00
01-3836	MID-AMERICAN RESEARCH C	I-0789016-IN	602-4330-426	SUPPLIES FOAMING ROOT CONTROL/WATER	000000	580.60
01-3877	MUTUAL OF OMAHA	I-001523673622	602-4330-415	GROUP INSURAN LIFE UNSURANCE	000000	21.45
01-4857	VERIZON CONNECT	I-360000038388	602-4330-422	PROFESSIONAL FEB VEH TRACKING-VIDEO/WATER	000000	57.20
		I-608000038854	602-4330-422	PROFESSIONAL JAN VEH TRACKING-VIDEO/WATER	000000	57.20
		I-614000038657	602-4330-422	PROFESSIONAL MARCH VEH TRACKING-VIDEO/WATER	000000	57.20
		I-629000036239	602-4330-422	PROFESSIONAL DEC VIDEO-VEHICLE TRACKING/WTR	000000	57.20
		I-630000040482	602-4330-422	PROFESSIONAL APRIL VEHICLE TRACK-VIDEO/WTR	000000	57.20
			FUND 602 WATER FUND	TOTAL:		24,149.41

5/12/2023 4:11 PM
 PACKET: 06174 5/16/23 COMBINED
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-411082	607-4580-422	PROFESSIONAL MT MORIAH APP NOT RESPOND/MM	000000	175.00
01-3558	DEADWOOD HISTORY, INC.	I-32621	607-4580-426	SUPPLIES SD MAG MAY-JUN 2023 EDITION/MM	000000	283.33
01-3785	TALLGRASS LANDSCAPE ARC	I-2023-055	607-4580-422	PROFESSIONAL 2023 PRES IMP CONSTR DOCS/MM	000000	4,355.00
01-4711	AMAZON CAPITAL SERVICES	I-1M4M-3NR6-HV7D	607-4580-426	SUPPLIES FOLGERS-FILTERS/MM	000000	58.73
			FUND	607 HISTORIC CEMETERIES	TOTAL:	4,872.06

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	I-POWER 04/27/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	25.00
01-0545	LYNN'S DAKOTA MART	I-002001171432	610-4361-426	SUPPLIES (6) 24 PACK SPRING WATER/TROLL	000000	33.54
01-3151	KONE CHICAGO	I-871032222	610-4362-422	PROFESSIONAL APR ELEVATOR MAINT/RAMP	000000	176.70
01-3877	MUTUAL OF OMAHA	I-001523673622	610-4360-415	GROUP INSURAN LIFE UNSURANCE	000000	12.38
		I-001523673622	610-4361-415	GROUP INSURAN LIFE UNSURANCE	000000	7.43
		I-001523673622	610-4362-415	GROUP INSURAN LIFE UNSURANCE	000000	4.95
01-4625	FIB CREDIT CARDS	I-04/30/23 PUB BLDGS	610-4360-426	SUPPLIES HI-VIS SAFETY WEAR/P&T	000000	342.43
01-4766	IPS GROUP INC	I-INV84315	610-4360-422	PROFESSIONAL CC TRANS FEES-REMOTE-DATA/P&T	000000	1,724.95
01-4980	JLG ARCHITECTS	I-22078-7	610-4360-422-03	PROFESSIONAL PRO SRVCS ENDING 04/30/23/P&T	000000	13,450.00
01-5097	MITI MANUFACTURING	I-30995	610-4360-426	SUPPLIES SECURE KEY SK-3-SHIPPING/P&T	000000	98.28
			FUND 610	PARKING/TRANSPORTATION TOTAL:		15,875.66

5/12/2023 4:11 PM
PACKET: 06174 5/16/23 COMBINED
VENDOR SET: 01
FUND : 722 SALES TAX AGENCY

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE	I-APR-051223	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,023.21
			FUND	722 SALES TAX AGENCY	TOTAL:	3,023.21

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-05/10/2023	723-4000-429	OTHER CITY SLOTS - PYMT 11 YR 2	000000	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	29,829.55

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK	I-8200017030 - 5/10	725-4000-429	OTHER EXPENSE STAGE RUN	000000	9,594.12
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	9,594.12
					REPORT GRAND TOTAL:	345,973.62

Section 4 Item a.

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	101-3000-202	LIQUOR LICENSE *NON-EXPENS	7,500.00	51,000-	42,225.00-				
	101-4111-423	PUBLISHING	793.22	11,000	8,855.89				
	101-4111-426	SUPPLIES	217.85	5,000	4,764.19				
	101-4130-422	PROFESSIONAL SERVICES	137.08	1,300	377.21				
	101-4141-422	PROFESSIONAL SERVICES	1,320.00	50,000	42,527.50				
	101-4142-415	GROUP INSURANCE	16.06	52,652	32,953.23				
	101-4142-422	PROFESSIONAL SERVICES	398.00	48,645	46,032.25				
	101-4142-426	SUPPLIES	196.41	9,000	7,460.72				
	101-4142-427	TRAVEL	321.80	3,000	2,308.04				
	101-4192-415	GROUP INSURANCE	11.55	43,131	31,997.12				
	101-4192-422	PROFESSIONAL SERVICES	74.54	121,000	113,948.01				
	101-4192-422-02	PROFESSIONAL - ADAMS MUSEU	176.70	0	2,649.57-			Y	
	101-4192-422-04	PROFESSIONAL - CITY HALL	386.88	0	18,148.76-			Y	
	101-4192-422-07	PROFESSIONAL - FIRE STATIO	41.33	0	3,438.80-			Y	
	101-4192-422-08	PROFESSIONAL- HIST/INFO CE	55.48	0	2,514.87-			Y	
	101-4192-422-10	PROFESSIONAL - LIBRARY	97.12	0	3,900.54-			Y	
	101-4192-422-11	PROFESSIONAL - PARKS SHOP	106.35	0	1,537.56-			Y	
	101-4192-422-13	PROFESSIONAL - REC CENTER	277.97	0	15,031.55-			Y	
	101-4192-422-14	PROFESSIONAL - STREETS SHO	158.63	0	1,653.48-			Y	
	101-4192-422-15	PROFESSIONAL - TROLLEY BAR	74.21	0	902.48-			Y	
	101-4192-422-17	PROFESSIONAL-DAYS OF 76 MU	183.77	0	4,429.48-			Y	
	101-4192-422-21	PROFESSIONAL - WELCOME CEN	152.31	0	11,830.97-			Y	
	101-4192-423	PUBLISHING	37.56	0	37.56-			Y	
	101-4192-425-03	REPAIRS - BALLPARK BLDGS.	457.40	0	457.40-			Y	
	101-4192-425-06	REPAIRS - DAYS OF '76 BLDG	450.09	0	7,457.68-			Y	
	101-4192-425-24	REPAIRS - OUTLAW SQUARE	1,880.00	0	2,487.22-			Y	
	101-4192-426	SUPPLIES	1,362.57	72,000	64,243.59				
	101-4192-428	UTILITIES	9,749.86	490,000	446,082.59				
	101-4192-428-01	UTILITIES - ADAMS HOUSE	432.34	0	4,749.74-			Y	
	101-4192-428-02	UTILITIES - ADAMS MUSEUM	497.10	0	3,857.57-			Y	
	101-4192-428-03	UTILITIES - BALLPARK BLDGS	483.01	0	2,143.29-			Y	
	101-4192-428-04	UTILITIES - CITY HALL	2,910.73	0	26,587.81-			Y	
	101-4192-428-06	UTILITIES - DAYS OF '76 BL	2,346.03	0	11,086.56-			Y	
	101-4192-428-07	UTILITIES - FIRE STATION	573.62	0	7,713.85-			Y	
	101-4192-428-08	UTILITIES - HIST/INFO CENT	631.15	0	5,480.64-			Y	
	101-4192-428-09	UTILITIES - HARCC	876.84	0	7,582.17-			Y	
	101-4192-428-10	UTILITIES - LIBRARY	537.44	0	8,287.28-			Y	
	101-4192-428-11	UTILITIES - PARKS SHOP	331.11	0	2,736.91-			Y	
	101-4192-428-12	UTILITIES - PAVILION/CHAMB	116.31	0	513.30-			Y	
	101-4192-428-13	UTILITIES - REC CENTER	6,240.49	0	57,310.08-			Y	
	101-4192-428-14	UTILITIES - STREETS SHOP	785.98	0	7,708.16-			Y	
	101-4192-428-15	UTILITIES - TROLLEY BARN	460.17	0	3,634.09-			Y	
	101-4192-428-17	UTILITIES - DAYS OF 76 MUS	3,279.38	0	13,113.03-			Y	
	101-4192-428-19	UTILITIES - GATEWAY BLDG	148.61	0	1,774.58-			Y	
	101-4192-428-21	UTILITIES - WELCOME CENTER	27.40	0	5,586.53-			Y	

** G/L ACCOUNT TOTALS **

Section 4 Item a.

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-4192-428-22	UTILITIES - MT.MORIAH BLDG	22.00	0	152.90-	Y			
	101-4192-428-24	UTILITIES - OUTLAW SQUARE	648.87	0	6,333.80-	Y			
	101-4193-422	PROFESSIONAL SERVICES	3,098.40	65,000	22,297.16				
	101-4210-415	GROUP INSURANCE	69.30	256,161	174,593.56				
	101-4210-422	PROFESSIONAL SERVICES	340.24	26,034	22,446.04				
	101-4210-425	REPAIRS	1,094.87	25,000	20,845.47				
	101-4210-426	SUPPLIES	948.37	23,400	15,091.50				
	101-4210-427	TRAVEL	50.00	47,305	40,384.46				
	101-4221-415	GROUP INSURANCE	4.95	13,528	10,731.08				
	101-4221-422	PROFESSIONAL SERVICES	66.00	20,180	15,016.58				
	101-4221-425	REPAIRS	500.00	16,000	3,160.80-	Y			
	101-4221-426	SUPPLIES	219.39	5,000	1,579.09				
	101-4232-415	GROUP INSURANCE	4.92	14,200	11,403.12				
	101-4310-415	GROUP INSURANCE	31.35	109,272	79,983.05				
	101-4310-422	PROFESSIONAL SERVICES-STRE	3,784.11	20,000	14,043.57				
	101-4310-423	PUBLISHING	255.00	0	255.00-	Y			
	101-4310-424	RENTALS	200.00	5,000	3,765.86				
	101-4310-425	REPAIRS	1,313.51	150,000	129,943.26				
	101-4310-426	SUPPLIES	2,737.54	140,000	61,469.25				
	101-4310-427	TRAVEL	62.62	3,000	2,827.56				
	101-4310-434	MACHINERY/EQUIPMENT	32,977.32	200,000	165,274.29				
	101-4320-422	PROFESSIONAL SERVICES	12,825.48	161,829	110,633.33				
	101-4520-415	GROUP INSURANCE	27.23	77,977	54,850.51				
	101-4520-422	PROFESSIONAL SERVICES	340.00	30,000	23,838.42				
	101-4520-422-01	PROF SERV- FEMA-WHITEWOODC	36,547.69	150,000	90,291.19				
	101-4520-426	SUPPLIES	3,043.75	50,000	27,231.51				
	101-4640-415	GROUP INSURANCE	2.48	21,005	19,405.18				
	101-4640-422	PROFESSIONAL SERVICES	480.00	21,000	14,450.57				
	101-4640-423	PUBLISHING	44.55	600	464.22				
	101-4640-426	SUPPLIES	38.37	3,000	2,631.08				
	206-4550-415	GROUP INSURANCE	3.22	8,000	5,211.73				
	206-4550-422	PROFESSIONAL SERVICES	107.10	2,000	1,594.28				
	206-4550-427	TRAVEL	65.66	2,000	1,679.92				
	206-4550-434	COLLECTION DEVELOPMENT	715.64	13,500	9,308.06				
	209-4510-415	GROUP INSURANCE	10.65	27,477	16,311.36				
	209-4510-422	PROFESSIONAL SERVICES	431.70	8,500	5,620.39				
	209-4510-423	PUBLISHING	1,202.50	2,000	104.00-	Y			
	209-4510-425	REPAIRS	1,409.89	12,000	7,421.05				
	209-4510-426	SUPPLIES	1,837.64	40,000	25,405.22				
	209-4510-434	MACHINERY/EQUIPMENT	10,755.00	25,500	14,051.07				
	212-4630-423	MARKETING	25,000.00	270,000	111,724.82				
	215-3000-699	MISC REVENUE *NON-EXPENS	0.00	0	583.34				
	215-4573-330	HIST. INTERP. HISTORIC COL	19.71	12,500	10,140.91-	Y			
	215-4573-335	HIST. INTERP. ARCHIVE DEVE	12.29	40,600	32,328.23				
	215-4573-340	HIST. INTERP. GIS	1,950.00	25,000	5,323.82-	Y			

** G/L ACCOUNT TOTALS **

Section 4 Item a.

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	215-4575-515	GRANT/LOAN RETAINING WALL	2,125.00	500,000	497,875.00				
	215-4576-600	PROFES. SERV. CURRENT EXPE	3,065.00	75,000	64,100.08				
	215-4576-620	PROFES. SERV. LEGAL SERVIC	855.00	12,500	7,671.70				
	215-4576-630	PROFES. SERV. NEIGHBORH. B	23.94	8,000	7,942.44				
	215-4577-755	CAPITAL ASSETS RETAINING W	10,974.35	400,000	376,160.72				
	215-4641-415	GROUP INSURANCE	17.33	71,321	45,559.19				
	215-4641-426	SUPPLIES	1,077.68	15,000	12,424.63				
	215-4641-427	TRAVEL	173.17	7,500	1,106.25				
	215-4641-434	MACHINERY/EQUIPMENT	7,648.00	12,500	3,802.01				
	216-1310	DUE FROM OTHER FUNDS	23,721.35						
	216-4653-422	PROFESSIONAL SERVICES	4,044.25	62,500	47,386.75				
	216-4653-960	CLOSING CO	330.00	2,500	1,118.08				
	216-4653-962-01	SPECIAL NEEDS GRANT EXP.	30.00	50,000	48,526.70				
	216-4653-962-03	WINDOWS GRANT EXPENSE	6,691.18	80,000	71,416.41				
	216-4653-962-04	SIDING GRANT EXPENSE	5,241.60	60,000	54,041.43				
	602-4330-415	GROUP INSURANCE	21.45	45,000	28,132.14				
	602-4330-422	PROFESSIONAL SERVICES	21,929.72	440,000	286,619.67				
	602-4330-424	RENTALS	420.00	5,000	3,629.46				
	602-4330-425	REPAIRS	988.71	45,000	43,696.22				
	602-4330-426	SUPPLIES	789.53	20,000	111.30				
	607-4580-422	PROFESSIONAL SERVICES	4,530.00	10,000	2,837.70-	Y			
	607-4580-426	SUPPLIES	342.06	1,500	1,157.94				
	610-4360-415	GROUP INSURANCE	12.38	45,482	30,437.29				
	610-4360-422	PROFESSIONAL SERVICES	1,724.95	35,000	23,292.35-	Y			
	610-4360-422-03	PROFESSIONAL SERV- CIP MIL	13,450.00	0	46,310.03-	Y			
	610-4360-426	SUPPLIES	440.71	20,000	17,151.40				
	610-4361-415	GROUP INSURANCE	7.43	14,800	5,211.58				
	610-4361-426	SUPPLIES	33.54	72,000	63,096.51				
	610-4362-415	GROUP INSURANCE	4.95	0	1,229.26-	Y			
	610-4362-422	PROFESSIONAL SERVICES	176.70	30,000	29,293.20				
	610-4362-428	UTILITIES	25.00	10,000	9,662.78				
	722-2190	AMOUNTS HELD FOR OTHERS	3,023.21						
	723-4000-429	OTHER	29,829.55	437,500	288,352.25				
	725-4000-429	OTHER EXPENSE	9,594.12	131,577	111,313.00				
	** 2023-2024 YEAR TOTALS **		345,973.62						

NO ERRORS

** END OF REPORT **

2.16 Accident Reporting and Investigation:

All work-related accidents and injuries, no matter how minor, ~~should~~ **shall** be reported to your supervisor or your department head immediately. This is for your protection in case medical attention is necessary or in the event of some future complication caused by the accident.

The city provides workers' compensation insurance for every employee. It protects you for loss of pay and time and for the cost of medical care for injuries sustained while working. For details, see the Workers' Compensation Policy in this handbook.

If you are involved in an automobile accident while working or while driving a city-owned or rented vehicle, you ~~should~~ **shall**:

- Obtain all information relating to the accident in a professional manner, including the names and addresses of any witnesses.
- Do not negotiate the settlement of any claim, promise payment for any injury or damage, or admit liability.

You ~~should~~ **shall** complete a written report for all accidents, damage, and property, including property and persons injured. Completed accident reports provide necessary information to allow the processing of claims with the City's or the other motorists' insurance companies. Any damage to the vehicle, no matter how slight, must be noted on the accident report.

Upon notice of an accident, an investigation ~~may~~ **will** be conducted by a supervisor and if done, shall be documented. An employee involved in a motor vehicle accident in a City vehicle shall also report the accident to the Police Department.

2023-2024 RETAIL (ON-OFF SALE) MALT BEVERAGE

Deadwood Tobacco Co., Deadwood Tobacco, 628 Main St., RB-2108
 Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391
 Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405
 Aces Full Inc. Mr. Wu's, 560 Main St, RB-2416
 Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,
 DBUH LLC, Bullock Hotel, 633 Main St., RB-2445
 Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466
 SGMSD, LLC, Silverado, 709 Main St., RB-2512
 WWW LLC, Gold Country Inn, 801 Main St., RB-2521
 TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527
 Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576
 First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593
 Door 4, LLC, Fairmont Hotel and Oyster Bay, 628 Main St., RB-2597
 Ernest Hospitality LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609
 SGMSD, LLC, Historic Franklin Hotel, 700 Main St., RB-2659
 Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831
 Deadwood Gaming BHCI, LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,
 B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894
 Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227
 Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255
 ZCN, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329
 DHIH LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688
 Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725
 Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771
 Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772
 Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024
 Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530
 Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531
 Chip Shot Golf LLC, Chip Shot Golf, 306 Cliff St., RB-25532
 Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533
 Dakota Sky Stone LLC, Dakota Sky Stone, 671 Main St., RB-25535
 Boondocks LLC, Happy Days, 639 Main St., RB-25536
 The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693
 Shelby Clarkson, Pump House, 73 Sherman St., RB-25694
 Chubby Chipmunk Hand-Dipped Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates,
 420 Cliff St., RB-25696
 Broken Arrow Trading Company, Broken Arrow Trading, 604/606 Main St., RB-25908
 Jacobs Gallery Inc., Jacobs Gallery, 670 Main St., RB-25948
 Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389
 Gold Run LLC, Super 8, 196 Cliff St., RB-26486
 Celebrity Hotels Inc., Celebrity Hotel, 629 Main St., RB-26808
 Midnight Star LLC, Midnight Star, 677 Main St., RB-27010
 Salon 14-A LLC, Salon 14-A, 250 US HWY 14A, RB-27314
 Waufle Travel LLC, Deadwood Day Spa, 93 Sherman St., RB-27363
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant, 137 Charles St, RB-27540
 Deadwood DDG LLC, Black Hills Deadwood, 11484 US HWY 14A, RB-27687
 Deadwood Hotels LLC, Four Points by Sheraton, 575 Main St., RB-27807
 Historic Deadwood Convention Facility, Historic Deadwood Convention Facility, 33 Deadwood
 St., RB-27826
 Michelle's Tacos Deadwood, Michelle's Tacos Deadwood, 622 Main Street, RB-28262
 Clark & Apex LLC, Deadwood Badlands, 614 Main Street, RB-28307



BANNER PERMIT APPLICATION

\$150.00 APPLICATION FEE (NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

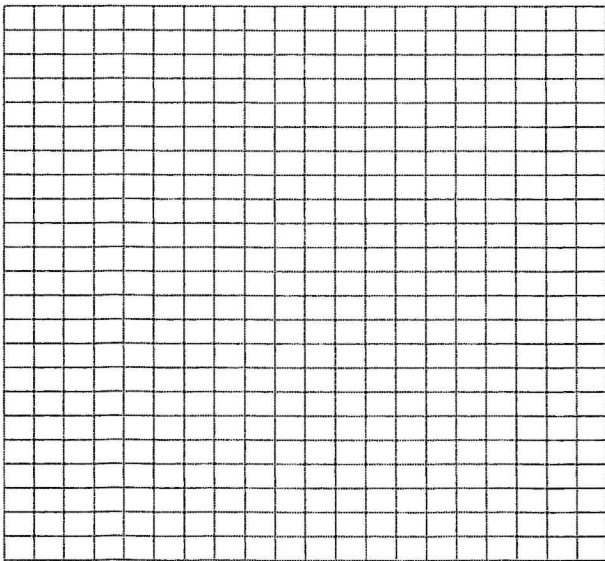
APPLICANT INFORMATION

Property Owner's Name: ST. JOHN'S CHURCH
Address: 401 WILLIAMS ST.
City: DEADWOOD State: SD Zip: 57732
Telephone: 605-920-8818 Fax: _____

PROPOSED BANNER LOCATION

Business Name: GOLD STREET
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

Description of Proposed Banner Location on Building

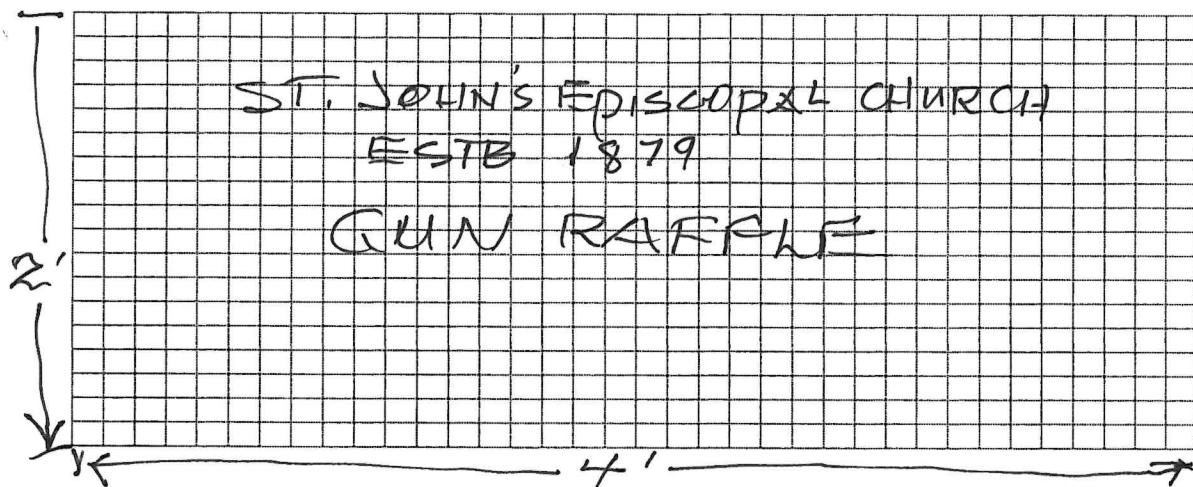


2' x 4'
HANG ON FRONT
OF JERSEY BARRIER
ON GOLD STREET



DESCRIPTION AND DIMENSIONS OF BANNER

Proposed Banner with dimensions < 96 Square Feet (photograph or sketch of proposed banner)



BANNER REQUIREMENTS

15.32.100 Banners. "Banner" means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.

15.32.150 Allowed signs subject to permit.

- B. Banners are allowed only with an approved permit and when used in connection with a special or civic event sponsored by a not-for-profit organization or a government agency. A permit is available through the City, at a rate related to fees listed in the city fee schedule. A permit and fee applies to each banner, per calendar year - each banner shall require an application, each banner is subject to fee.
1. Special events shall be designated by the city commission annually by resolution.
 2. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city.
 3. Banners shall be allowed to be placed no sooner that seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event.
 4. Applicants are encouraged to include the City of Deadwood's logo on all banners to promote the branding of Deadwood.
 5. A permit must be reviewed and approved by the Zoning Administrator and the Code Official or their designee. Permits are not guaranteed to receive same day approval.
 6. All approved banners are issued permit stickers, which must be displayed on the banner at all times.
 7. Banners shall not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission.
 8. Banners shall be a single-piece with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols.

- 9. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events.
- 10. An applicant who wishes to appeal the decision of the Zoning Administrator and the Code Official may appeal to the planning and zoning commission as provided by statute.
- 11. Application for Banner Permits must be completed and received a minimum of forty eight (48) hours prior to intended installation.

15.32.170 Permit costs. Sign and banner permits shall be charged at a rate related to fees listed in the city fee schedule, per sign or banner - multiple signs may be included in one application, however, each sign in such application is subject to the fee. Each banner applied for must be on an individual application.

APPLICANT'S SIGNATURE(S)

ST JOHN'S CHURCH 4/28/23
 Applicant Date Applicant Date
mrjohns@rrv.net
 Email Address Email Address

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

_____ _____ _____ _____
 City Building Inspector Date Planning and Zoning Officer Date

APPEAL REQUIRED

This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

_____ _____ _____ _____
 City Building Inspector Date Planning and Zoning Officer Date



Phone: 605-559-2007
Email: director@nhfirststep.com
Address: 753 Main Street,
Deadwood, SD 57732

Dear City of Deadwood,

Please consider this letter the official request for disbursement of \$3,000 to Northern Hills Alliance for Children from the City of Deadwood. Thank you very much for your generous support of our community's youngest citizens.

All the best,
Kaylee Linn-Wellford
Administrator
director@nhfirststep.com



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO410597

ID #: 451871 City of Deadwood
Quote Date: 4/28/2023

Bill To

City of Deadwood
Randy Adler
605-578-2082
102 Sherman St
Deadwood SD 57732
United States

Ship To

City of Deadwood
Randy Adler
605-578-2082
102 Sherman St
Deadwood SD 57732
United States

Quote Details

Expires - End Of Month Quoted
Terms -
Quoted By - Neil Conley

Notes:

Quantity	Items	Weight	Price	Amount
1	R4.5 4.5' Rascal Pro The 4.5' Rascal Pro drag includes adjustable scarifiers, patented adjustable profile blade w/pitch control, a 1/2" steel finish and grading rake w/pivot control, large transport/gauge wheels, and a patented wheel lift system. Optional: Rail/Wall/Fence Blade, Food Plot Discs, Mini-Box Blade, Electric Actuator, 3-point Adapter, & Weight Rack Sold Separately. Limited Warranty: 60-Month (Farm & Ranch Use, See Warranty Documentation For Details - 12 Month Commercial) Required Tow Vehicle Specs: ATV/UTV with minimum 400cc w/4WD OR Tractor with 18 - 45 h.p. Unit Weight 300lbs. (Minimal Customer Assembly Required)	380	\$3,799.00	\$3,799.00
1	AMG30+ AttachMatch™ PLUS Guarantee Certified Order (30 Days) This order qualifies for the ABI Attachments AttachMatch™ PLUS Guarantee! This guarantee provides the purchaser with 30-days from the date of delivery to ensure the attachments on this order match the purchaser's current and disclosed usage application, work requirements, and vehicle capabilities. If it does not match, ABI Attachments will return the products on this order and issue a full refund of the purchase price and refund any freight costs charged. PLUS, ABI will additionally pay to return the products to ABI at no cost to the purchaser! The purchaser is responsible to fully disclose their current usage application(s), work requirements, and the vehicle model(s) that will be used with the attachment(s) on a particular order, at the time of ordering. ABI Attachments does not guarantee any change in usage application, work requirements, or vehicle specifications after the order has been shipped. Some limitations apply, see the documentation for details here: https://www.abiattachments.com/attachmatch-guarantee/		\$0.00	\$0.00

Subtotal	\$3,799.00
Shipping Cost	\$297.80
Shipping Discounts (-)	(\$200.00)
Shipping Due	\$97.80
Tax Total (%)	\$0.00

Total \$3,896.80
Total Savings: \$200.00

Freight Carrier: YRC

Freight Accessorials Ordered: - Call Ahead -

Customer Support: Phone Support 877-788-7253, Mon-Fri, 9am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited product warranty, standard return policy (shown here), and (when eligible) a conditional AttachMatch money-back guarantee. Review Details: <https://www.abiattachments.com/abi-company/policies/return-policy/> ABI's Standard 30-Day Return Policy: ABI will consider a refund on returns initiated within thirty (30) days of delivery of UNUSED products. ABI encourages customers to use caution when placing an order, as once shipped, the item may only be returned or exchanged if ABI expressly consents. Refunds are for the product's purchase price only; shipping and handling charges are not refundable. The customer is responsible for all shipping expenses associated with the transaction; these expenses include those incurred to deliver the product to the customer by ABI and shipping expenses incurred to return the product to ABI from the customer. If the product(s) has been used or otherwise reduced in resale value, up to a twenty-five percent (25%) restocking fee may be applied to items returned. If the customer utilized financing or otherwise has not paid ABI monies sufficient enough to cover the aforementioned expenses, the customer will be asked to pay these expenses before a return will be issued. When the purchaser receives the product(s), please keep the shipping pallet and packing material, as it will be required to return the product. Refunds are not made until all products are returned to ABI's possession. The customer shall not be responsible for damage caused by the shipping company delivering the product, provided such damage is noted on the delivery receipt at the time of delivery, or the shipment is refused. Applicable warranties cover defects in material and workmanship. ABI retains the exclusive and sole right to determine if an item is eligible for a return, exchange, or cancellation once shipped. ABI must approve in writing to obtain a return, refund, or exchange.

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorials listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.





ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO410597

ID #: 451871 City of Deadwood

Quote Date: 4/28/2023

Thank you for your purchase. All payments must be received in US dollars. Payment in full before shipment is required unless otherwise approved for financing through one of our partners or approved for corporate/government terms with ABI. If state and local sales or use taxes are not included in your quote or sales order, you may still be responsible for paying taxes on this purchase. Please consult with your tax advisor or the Department of Revenue for any tax liabilities. All orders sold by ABI Attachments, Inc. Orders subject to management approval. Product(s) sold with the condition of stated limited warranties, standard return policy, and (when applicable) conditional money-back guarantee. Return Policy: abiattachments.com/policy/return/ By you placing this order, whether ABI does or does not deliver this order as expected, ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, loss of time, loss of wages, or cost of hiring services to perform tasks normally performed by this product. If sold in Alabama: Seller has collected the simplified sellers use tax on taxable transactions delivered into Alabama, and the tax will be remitted on the customer's behalf to the Alabama Department of Revenue. The seller's program account number is SSU-R010220629.



QO410597

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



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

MEMORANDUM

Date: May 11, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to enter into a Contract to Translate Text from Yiddish to English

During the Four Points excavation burnt papers with Yiddish writing were discovered. Staff contacted Caleb Sher with the Yiddish Book Center to see if he would be interested in translating the Yiddish into English.

Staff is requesting permission to enter into a contract with Caleb Sher, Yiddish Book Center, to translate the Yiddish papers into English at a cost not to exceed \$1,000.00.

The Historic Preservation Commission reviewed this request at the May 10, 2023 meeting and recommend approval.

RECOMMENDATION: *Move to enter into a contract with Caleb Sher, Yiddish Book Center, to translate the Yiddish papers into English at a cost not to exceed \$1,000.00 to be paid out of the HP Archives line item.*

**CONTRACT BETWEEN CITY OF DEADWOOD AND
CALEB SHER, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as “CITY”) and Caleb Sher of Yiddish Book Center, 1021 West Street, Amherst, MA 01002 (hereinafter referred to as “SHER”).

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and SHER for services related to the transcription of digital photographs of Yiddish text unearthed during the 2019 to 2020 FourPoints archaeological investigation, as related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby SHER agrees to visibly review one-hundred and one (101) digital photographs or 53 paper fragments provided by CITY.

SHER agrees to transliterate the text, rewrite out the words in Yiddish letters, and produce a document of the text from Yiddish to English.

The CITY understands that SHER may not be able to provide translations except in very seldom cases where there is a complete enough phrase visible or obvious word/place name/etc.

SHER has the experience and expertise to transliterate the text, rewrite out the words in Yiddish letters, and produce a document of the text from Yiddish to English.

Based upon the representations and understanding of each party, CITY and SHER agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is SHER’S responsibility to comply with all local and state laws relating to workmen’s compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.

3. SHER shall provide his own office space, equipment and materials to meet the requirements of this agreement.
4. SHER shall create and provide CITY with one digital file and one hard copy containing the transcriptions of the one-hundred and one (101) digital photographs or 53 paper fragments provided by CITY by or before December 31, 2023.
5. Upon completion of the project, SHER shall provide CITY one copy of the transcribed file in printed form and electronic format, and voucher for work completed.
6. CITY shall pay SHER \$25.00 dollars per hour for the transliteration of the photographs, for a total not to exceed One Thousand \$1,000.00/100 dollars or 20 hours of work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. SHER shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event SHER does not complete the transliteration of photographs by December 31, 2023, CITY shall pay SHER for all work fully completed up to December 31, 2023.
9. SHER may not subcontract any portion of this contract or any portion of the work.
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. Copyright for the transliteration project shall belong to **CITY**. Any associated documents pertaining to this project shall also belong to **CITY**.
12. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, SHER shall provide to CITY all original documents produced at that time.
13. SHER is an independent contractor, and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and SHER. SHER does not have authority to hire any person on behalf of CITY.
14. SHER shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including

(SEAL)

Notary Public
My Commission Expires: _____

DEADWOOD

FIRE DEPARTMENT

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

To: Mayor Ruth and Deadwood City Commissioners

From: Deadwood Volunteer Fire Department

Date: May 8, 2023

Subject: Year-end Report for January 1, 2022 to December 31, 2022

The Deadwood Volunteer Fire Department would like to respectfully submit the following Year-end Report for Calendar Year 2022.. On December 31, 2022 the Deadwood Volunteer Fire Department had 27 members. Below is a listing of the hours our firefighters donated during the 2018 calendar year to the community.

Training and Education	2021 totals	2022 totals
Hours Spent in Training -	889 hours	1017.45 hours
Hours Spent in Community Education -	1400.50 hours	1304.00 hours
Hours Spent in Community Activities -	847.15 hours	773.53 hours

INCIDENTS DURING	CALENDAR YEAR 2021		CALENDAR YEAR 2022	
Structure Fires	18	14%	17	11%
Vehicle Calls	1	1%	12	8%
Wild land Fires	3	2%	4	2%
Rescue Calls	8	6%	6	4%
HazMat Calls	21	17%	16	11%
Service Calls	16	13%	15	10%
Fire false Alarms	55	44%	72	51%
Medical Assist	2	1%	2	1%
Other	<u>0</u>	<u>0%</u>	Other	<u>3</u> <u>2%</u>

Total Calls	124	147
-------------	-----	-----

97 calls or 74% of all incidents were inside the city limits.

19 calls or 14.5% of all incidents were out of city limits yet in Deadwood Fire District.

12 calls or 9.16% of all incidents were outside the Deadwood Fire District.

1 call or .76% outside of Lawrence County

An average of 9 Volunteers responded per call.

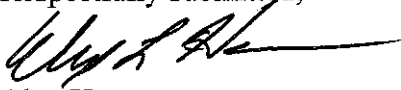
147 incidents = 954.61 Volunteer Hours on incidents alone.

To encourage physical fitness our department implemented in May 2008 incentives for any exercise and health benefit training that is done on the firefighters' personal time. In the year 2022, our firefighters had 433 hours of physical fitness training, which was likely under-reported.

2022 Statistics

954 Hours in Incidents Response
1017 Hours in Training & Education
1304 Hours in Community Activities
3275 Volunteered by Firefighters

Respectfully submitted,



Alex Hamann
Fire Chief

PARKING LEASE WITH
PETERSON CPA

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and PETERSON CPA, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "PETERSON".

CITY and PETERSON agree that PETERSON shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Seiver Street under the following terms and conditions:

I.

The term of this lease shall be for one (1) year, to commence on June 1, 2023 and terminate on May 31, 2024. The parties acknowledge and agree that PETERSON, its employees, representatives and invitees may use (3) three parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

PETERSON agrees to pay to CITY as rent the sum of two hundred twenty-five and No/100ths Dollars (\$225.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1st day of June, 2022, with payment made the first day of each following month through May, 2022.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that PETERSON is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not PETERSON uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

PETERSON and CITY agree that PETERSON shall be assigned specific spaces by CITY on Seiver Street and that such space will be available at all times described above for use by PETERSON.

PETERSON shall be responsible for all costs of signage, CITY shall install all signage. PETERSON agrees to abide by all rules and regulations established by CITY for Seiver Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

PETERSON agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. PETERSON acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Seiver Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to PETERSON vehicles or its contents while parking on Seiver Street. PETERSON agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Seiver Street at its own risk and responsibility.

V.

PETERSON shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by PETERSON, and against any loss, damage, or expense resulting from injury to PETERSON.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either PETERSON or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 15th day of May, 2023.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this ____ day of May, 2023.

Peterson CPA

By: Joe Peterson

CONTRACT BETWEEN CITY OF DEADWOOD
AND
INDEPENDENT CONTRACTOR

This Agreement, dated the 15th day of May, 2023, is between the CITY OF DEADWOOD – HISTORIC PRESERVATION OFFICE, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Stone Land Services of Lead, South Dakota hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and IC for services related to research and preparation of title search database as related to the history of Deadwood, South Dakota.

WITNESSETH

WHEREAS, the parties hereto desire to enter into an agreement whereby IC agrees to create and provide to the CITY title search database,

WHEREAS, IC has the experience and expertise to create and prepare the indexed database and meet the other requirements and obligations of this contract.

Based on the covenants, representations and mutual understanding and agreement of the parties, CITY and IC, agree as follows:

1. The parties agree that it is the IC’S responsibility to provide her own office space and equipment and pay all necessary taxes and insurance including Social Security and workmen’s compensation insurance.
2. IC shall create and provide CITY with one (1) digital copy of the title

2

search database along with the pertinent photocopies generated during the records search in good working order.

3. IC shall submit one (1) invoice for payment to the CITY upon completion of said project. All materials and vouchers shall become the property of the City of Deadwood.
4. CITY shall select all materials and topics.
5. CITY shall pay the IC at the rate of Seventy-Five Dollars (\$75.00) per hour for a total not to exceed Fifteen Thousand Dollars (\$15,000.00). CITY shall pay for no more than Fifteen Thousand Dollars (\$15,000.00) under this contract.
6. IC may not subcontract any portion of this contract or any portion of the work.
7. CITY may terminate this contract upon giving IC five (5) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
8. In performance of the work hereunder, IC understands and agrees it is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and IC. The IC shall not have authority to hire any person on behalf of CITY.
9. IC hereby agrees to indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of the IC or anyone acting under the IC'S direction, control or on IC'S behalf in connection with or incident to the work or otherwise.
10. This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind or nature expressed or implied.

IN WITNESS WHEREOF, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this ___ day of May, 2023.

CITY OF DEADWOOD - CITY

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

DEADWOOD HISTORIC
PRESERVATION COMMISSION

By _____

Its: _____

INDEPENDENT CONTRACTOR

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



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

MEMORANDUM

Date: May 11, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Ghost Mural Program Additional Costs of Cleaning Interior Brick

The interior historic ghost mural at 51, 53, 55 Sherman Street, Adams Block, has been entered into the Ghost Mural Program. The Historic Preservation Commission has hired Erica Merchant to restore the ghost mural. Since these approvals, there has been a lot of construction and brick work done to the interior of the structure where the mural is located. This has caused the ghost mural to become covered with construction dust. Now the mural needs to be cleaned properly before the restoration can begin. This was an unforeseen issue when the original bid was submitted for this project.

A quote has been submitted by Erica Merchant to properly clean the brick before it is painted in the amount not to exceed \$3,750.98. The Historic Preservation Commission reviewed this request at their May 10, 2023 meeting and recommend approval.

RECOMMENDATION: *Move to accept the quote from Erica Merchant in the amount of \$3,750.98 to clean the interior ghost mural at 51, 53, 55 Sherman Street to be paid out of the ghost mural line item.*

Erica Merchant			
519 East Chicago St			
Rapid City, SD 57701			
1 605 206 0261			
America.merchant@gmail.com			
RE: LANDMARK/SHERMAN INTERIOR Mural			
1ST FLOOR: 16x18: 256 sf	X \$3	\$768.00	
2RD FLOOR: 14x60: 720 sf	X \$3	\$2,160.00	
3RD FLOOR: 3x28: 84 sf	X \$3	\$252.00	
1060 sf		\$3,180.00	
	UNITS	COST	Totals
Materials			
12 Pacd Volcanized Rubber	\$55.49	\$110.98	https://www.jondon.com/dry-cleaning-soot-sponges-ca-dcs-qp.html?utm_source=google&utm_medium=cpc&utm_term=&utm_content=&utm_campaign=17757065469&gclid=Cj0KCQjwr82iBhCuARIsA00EAZxtkBe2T87XYPybpT2bR1xSmveV1xll39vZZv86DYg
Equipment			
(2) 5 FOOT SCAFFOLD 2 days	\$160.00	\$160.00	https://www.acehardware.com/aceprojectplace
per diem 3 people 2 days	\$100.00	\$300.00	
Materials/Equipment Total		\$570.98	
Labor 2492 sf		\$3,180.00	
Total		\$3,750.98	

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, April 27, 2023, to complete the “**Demolition and Reconstruction of Retaining Wall located at the following location: 5 Harrison Street** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on May 1, 2023 at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Retaining Wall Project – 5 Harrison Street**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 20th day of March 2023.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 23, 2023 and April 6, 2023

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.

BID TAB				
April 27, 2023 2:00 p.m.				
5 Harrison St				
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>Base Bid</u>	
		\$95,828.20		
RCS Construction	X		\$ 197,000.00	
Complete Concrete	X		\$ 286,795.00	
Kevin Kuchenbecker				
Lornie Stalder				
Randy Adler				
Misty Trehwella				
Also Present:				
Branden Ginfer - Ainsworth Benning				
Grew Habener - RCS Construction				
Joe Kolling - Rangel Construction				
Valerie Effenberger - Complete Concrete				
Patricia Sherman - Resident				

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFERS FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND CONVENTION
CENTER (ON-SALE) LIQUOR**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Convention Center (on-sale) Liquor:

Notice of transfer from Hotel Franklin Inc. (CL-0506), Lots 1,3,5,7,9,11 & part of Lots 8,10 & alley section of Lost 8 thru 14, all in Block 23, original town of Deadwood, Lawrence County SD to SGMSD, LLC dba Historic Franklin Hotel 709 Main Street.

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

Notice of transfer from Hotel Franklin Inc. (RB-2659), Lots 1,3,5,7,9,11 & part of Lots 8,10 & alley section of Lost 8 thru 14, all in Block 23, original town of Deadwood, Lawrence County SD to SGMSD, LLC dba Historic Franklin Hotel 709 Main Street.

1 – Retail (on-off sale) Wine and Cider:

Notice of transfer from Hotel Franklin Inc. (RW-6643), Lots 1,3,5,7,9,11 & part of Lots 8,10 & alley section of Lost 8 thru 14, all in Block 23, original town of Deadwood, Lawrence County SD to SGMSD, LLC dba Historic Franklin Hotel 709 Main Street.

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

Dated this 1st day of May, 2023.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFERS FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND CONVENTION
CENTER (ON-SALE) LIQUOR**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-sale) Liquor:

Notice of transfer from Super G Investments, Inc. (RL-5538), Lots 3,4A,5,6,7A,8,9A,12A, 9' of Lot 12 & W 6' of Lot 13, Silverado Lot, 18X46 portion of public access, all in Block 20, original town of Deadwood, Lawrence County to SGMSD, LLC dba Silverado Gaming Establishment & Restaurant at 709 Main Street.

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

Notice of transfer from Super G Investments, Inc. (RW-2512), Lots 3,4A,5,6,7A,8,9A,12A, 9' of Lot 12 & W 6' of Lot 13, Silverado Lot, 18X46 portion of public access, all in Block 20, original town of Deadwood, Lawrence County to SGMSD, LLC dba Silverado Gaming Establishment & Restaurant at 709 Main Street.

1 – Retail (on-off sale) Wine and Cider:

Notice of transfer from Super G Investments, Inc. (RW-6436), Lots 3,4A,5,6,7A,8,9A,12A, 9' of Lot 12 & W 6' of Lot 13, Silverado Lot, 18X46 portion of public access, all in Block 20, original town of Deadwood, Lawrence County to SGMSD, LLC dba Silverado Gaming Establishment & Restaurant at 709 Main Street.

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

Dated this 1st day of May, 2023.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
FOR SUMMER KICKOFF CONCERT
STREET CLOSURE, OPEN CONTAINER**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, May 26, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, May 27, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 8:00 a.m. on Friday, May 26 to 1:00 a.m. on Sunday, May 28, 2023.

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

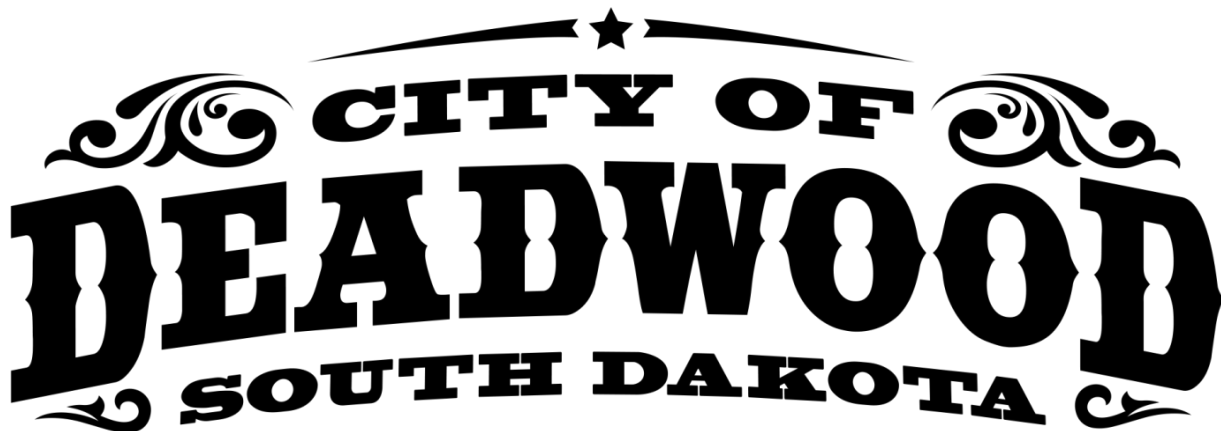
Dated this 1st day of May 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Outlaw Square Summer Kick off Concert May 26 & 27, 2023

Instructions:

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

EVENT INFORMATION

Type of Event:

- Run Walk Bike Tour Bike Race Parade Concert
 Street Fair Triathlon Other

Event Title: Outlaw Square Summer Kick off Concert May 26 & 27, 2023

Event Date(s): May 26 & 27, 2023 Total Anticipated Attendance: 2500
 (month, day, year)

(# of Participants # of Spectators)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: May 26, Start Time: 9 am AM / PM

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

Loading off stage production equipment and band equipment

Dismantle Date: May 27 & 28 Completion time: 1 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

Deadwood St - 8 am May 26 - reopening May 28, 12 am

Possibly need Siever street closed on May 26th.

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square
Wade Morris

Chief Officer of Organization (NAME): _____

Applicant (NAME): Wade Morris Business Phone: (605) 717-6848

Address: 703 Main St Deadwood SD 57732
 (city) (state) (zip code)

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

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

Name: _____

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

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

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

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

FEES / PROCEEDS / REPORTING

- | | |
|-------------------------------------|--|
| NO | YES |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

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

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

Outlaw Square will be hosting a 2 day Summer Kick off concerts event, featuring 2, possible 4 bands, 2 per day. These will be FREE concerts.

Event will take place on Friday, May 26, 5 pm until 10 pm & Saturday, May 27, 5 pm until 10 pm

Requesting Deadwood St. closure 8 am on Friday, May 26 thru Sunday May 28, 1 am

May also need to request Siever Street closing on Friday May 26 only.

Requesting open container for zones 1 & 2 on Friday, May 26, 3 pm until 10 pm & on Saturday, May 27, 12 pm until 10 pm

Deadwood Chamber event cups used for event.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO **YES** Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

Will items or services be sold at the event? If **YES**, please describe:
Artists selling band Merchandise

NO **YES** Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event:

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

GAS ELECTRIC CHARCOAL OTHER (specify):

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

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

Number of trash cans: 8 plus adde Trash Containers w / lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
Outlaw Square staff will handle nightly cleaning of trash. Bags will be gathered on Dwd St. Pioneer Way corner for city staff to pick up.

- Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security would handle crowd control - Outlaw Square Staff handles internal

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

Outlaw Square is ADA compatible

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

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road

Belle Fourche SD 57717
(city) (state) (zip code)

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

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

Outlaw Square is a lighted venue - production company providing stage lighting

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

Number 1 Ambulance(s) – How provided?

Number 2 Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:

Residents and business will be notified through public hearing notice,
 four businesses will be contacted directly about street closure

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 2 possible 4

Type of Music: rock, country

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

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

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

Powerhouse sound is the production company contracted
 for Outlaw Square

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Marketed through web, social media, broadcast media

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:
outlawsquare.com

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

NAME: Bobby Rock PHONE: 605-641-9162

INSURANCE REQUIREMENTS

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

Name of Insurance Company: Hub International Agent's Name: Chris Roberts
Business Phone: 605-578-3456 Policy Number: RS100/200PA0112-1 Policy Type: Com gen liab
Address: 132 E. Illinois St Spearfish, SD 57783
(city) (state) (zip code)

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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

Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Wade Morris Title: Director

Date: 4/3/2023

(Signature of Applicant / Sponsoring Organization)

(Signature of Professional Event Organizer or Renter of City-owned Facilities)

**NOTICE OF PUBLIC HEARING
FOR ALL IN ONE MOTOCROSS EVENT
OPEN CONTAINER, USER FEE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 15, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, June 2, 2023: Relaxation of Open Container Ordinance at the Event Complex from 5:00 p.m. to 10:00 p.m.

Saturday, June 3, 2023: Relaxation of Open Container Ordinance at the Event Complex from 5:00 p.m. to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Tuesday, May 30 through Monday, June 5, 2023. Surcharge will be applied.

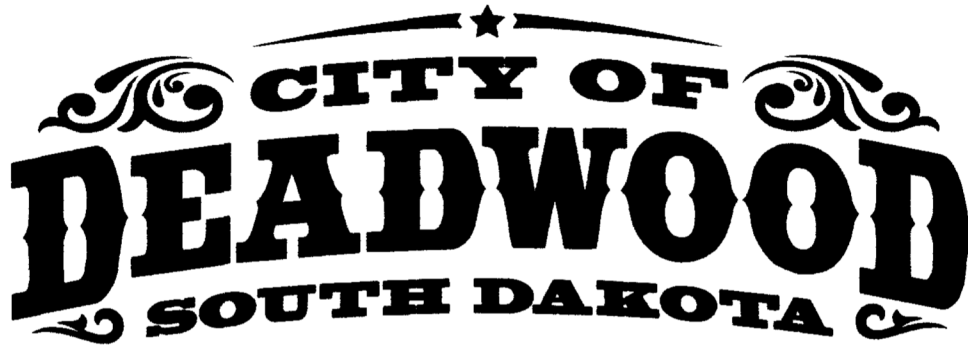
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of May 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: May 5, 2023

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



Event Complex Rental and Use Agreement

Event: Deadwood Moto Show

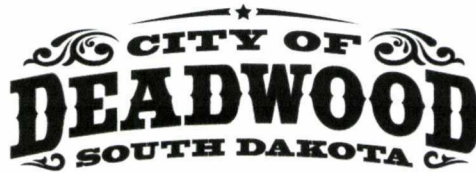
Date: 06/02/23 - 06/03/23

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Moto Show

Contact Information:

Name of Applicant: James Carter

Business/Organization: Deadwood Moto Show

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City SD 57702

Business Phone: 605 415 2371 Cell Phone: _____

Email Address: James@CarterFmx.com

Dates Event Complex requested:

Set up Date(s): 05/30/23 Hour(s): _____

Event Date(s): 06/02/23 - 06/03/23 Hour(s): _____

Clean-up Date(s): 06/04/23 - 06/05/23 Hour(s): _____

Approximate number of people who will attend: 3000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

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

Ticketed Events:

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

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

Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

City reserves the right to bill for additional fees if damages exceed deposit amount.

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____	
Baseball Fields	\$ _____	Damage Deposit	\$ <u>2500.00</u>	
Parking Lots	\$ _____	Total Deposits	\$ <u>2500.00</u>	
Cleaning	\$ _____			
Total Fees	\$ _____			

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

Organization: _____
 Name: _____ Title: _____
 Signature: _____ Date: _____

For Office Use Only:
 Date Fees Received: _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials JL

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials JL

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.

Initials JL

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

Initials JL

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials JL

6. I understand and agree: (Please Check Box for your Acknowledgement)

- A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials JC

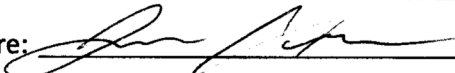
7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials _____

Organization: Deadwood Moto Show

Name: James Carter Title: owner / Promoter

Signature:  Date: 04/11/23

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Event Sponsor – Release and Indemnification Agreement

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

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

Deadwood Moto Show will be a motocross event, we will also
present a car show/motorcycle show Friday June 2nd with the
big show Night of June 2nd, Motocross Racing will be June 3rd

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

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

Initials JL

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Safety Director for determination: 578-2082
Participant Release and Indemnification required? YES X NO _____

Initials JL

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

Initials JL

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

Initials JL

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

Initials JC

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

Initials JC

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

Initials JC

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

Initials JC

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

Initials JC

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

Organization: Deadwood Moto Show

Name: James Carter Title: owner / Promoter

Signature: [Handwritten Signature] Date: 04/11/23


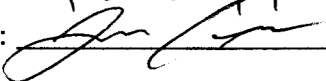
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name:  James Carter Date of Birth: 09/04/1989
Address: 3222 Wonderland Dr
Rapid City, SD 57702
Signature:  Date: 04/11/23

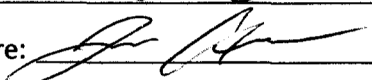
City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Deadwood Moto Show
 Name: James Carter Title: Owner / Promotor
 Signature:  Date: 04/11/23

Event Complex Parking Requirements

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

The following rules are in force:

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

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

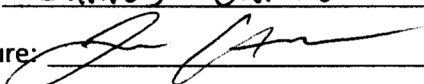
Additional Notes:

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

I have read and understand these rules.

Organization: Deadwood Moto Show

Name: James Carter Title: owner/promoter

Signature:  Date: 04/11/23

Responsibilities to and of the Concessionaire

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

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

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

Organization: Deadwood Moto Show
 Name: James Costan Title: owner / promoter
 Signature: [Handwritten Signature] Date: 04/11/23

Alcohol Policy for Facility Rentals

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

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

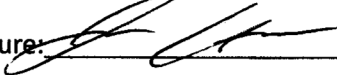
If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the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

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

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

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

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

Organization: Deadwood Moto Show
 Name: James Carter Title: owner/promoter
 Signature: 
 Dates/Times Alcohol will be served: 06/02/23 - 06/03/23 5pm - 10pm
 Business name who will be serving: ~~0000~~ Cadillac Jacks Gaming Resort

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

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

Initials JC

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

Initials JC

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

Initials JC

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

Initials JC

Organization: Deadwood Moto Show
 Name: James Carter Title: owner/promoter
 Signature: [Signature] Date: 04/11/23

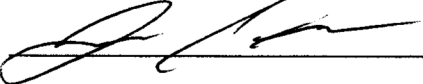
For Office Use Only:

Sales Tax Number (If Applicable): _____
 Date Fees Received: _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: Deadwood Moto Show
 Name: James Carter Title: owner/promoter
 Signature:  Date: 04/11/23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Deadwood Moto Show

Requirements (If first time renter):

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

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

1) Name: Keith Sayers Phone Number: 406 490 5240

City/State: Butte MT Event Name: _____

Event Location: _____ Email: _____

2) Name: Scott Gilkling Phone Number: 605 519 0488

City/State: Rapid City SD Event Name: _____

Event Location: Black Hills Race/Sports Email: _____

3) Name: Denise Gehring Phone Number: _____

City/State: Pierre, SD Event Name: _____

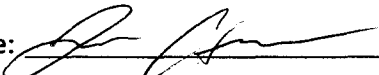
Event Location: _____ Email: _____

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

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

Organization: Deadwood Moto Show

Name: James Carter Title: Owner/Promoter

Signature:  Date: 04/11/23

Daytime Phone Number: 605 415 2371

Date of your Event(s): 06/02/23-06/03/23 Group/Event Name: Deadwood Moto Show

**NOTICE OF PUBLIC HEARING
FOR NAJA SHRINERS PERFORMANCES
USER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for NAJA Shrine Circus on Saturday, June 24, 2023.

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

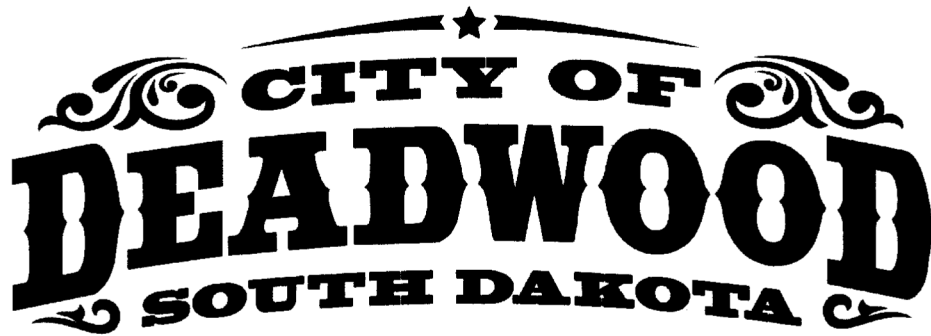
Dated this 1st day of May, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

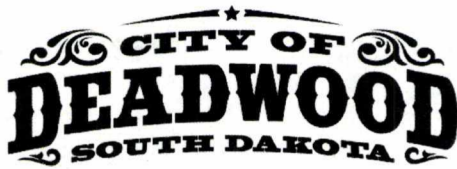
Event: Naja Shrine Circus
Date: 6-24-23

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

Contact Information:

Name of Applicant: Jeff Schroeden

Business/Organization: Naja Shriners

Mailing Address: 4091 Sturgis Road

City, State Zip: Rapid City, SD 57702

Business Phone: 605-642-3402 Cell Phone: _____

Email Address: finance@naja-shriners.com

Dates Event Complex requested:

Set up Date(s): 6-23-23 Hour(s): _____

Event Date(s): 6-24-23 Hour(s): _____

Clean-up Date(s): 6-24-23 Hour(s): _____

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: NAJA Shrine Circus

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Kip WYNER Title: Circus chairman
 Phone: 605-206-0393 Representing: NAJA Shrine

Name: Jeff Schroeder Title: LAST POTENTATE
 Phone: 605-591-9777 Representing: NAJA Shrine

Name: David R. ROTH JR Title: Circus CFO
 Phone: 605-920-1192 Representing: NAJA Shrine

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

(Check One) Categories above defined in the Complex Guidelines and Information Sheet

Rental Fees:

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

Ticketed Events:

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

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

Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

City reserves the right to bill for additional fees if damages exceed deposit amount.

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities \$ _____
 Baseball Fields \$ _____
 Parking Lots \$ _____
 Cleaning \$ _____
Total Fees \$ _____

Refundable Deposits

Key Deposit \$ 100
 Damage Deposit \$ 500
Total Deposits \$ 600

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

Organization: Daja Shriver's
 Name: Jeff Schreyer Title: AS + POTENTIAL
 Signature: [Signature] Date: 4-11-23

For Office Use Only:

Date Fees Received _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials A

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials A

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.

Initials A

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

Initials A

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials A

6. I understand and agree: (Please Check Box for your Acknowledgement)

- A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials AS

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials AS

Organization: Nait shiners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Handwritten Signature] Date: 4-11-23

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Naja Shriners
Name: Jeff Schroeder Title: Past Potentate
Signature: [Handwritten Signature] Date: 4-11-23

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____ :

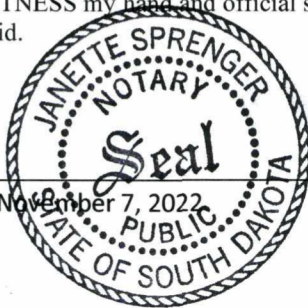
SS.

COUNTY OF _____ :

On this 11th day of April, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Jeff Schroeder, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Leadaville, Lawrence Co., SD, in said county and state, the date aforesaid.

(Seal)



Janette Sprenger
Notary Public
My Commission Expires: May 5, 2028

Event Sponsor – Release and Indemnification Agreement

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

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

Shrine Circus

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

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

Initials M

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

Participant Release and Indemnification required? YES _____ NO X

Initials M

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

Initials M

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

Initials M

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

Initials JS

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

Initials JS

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

Initials JS

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

Initials JS

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

Initials JS

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

Organization: NAJA SHRINERS
Name: JEFF SCHROEDER Title: PAST POTENTATE
Signature: Jeff Schroeder Date: 4-11-23

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

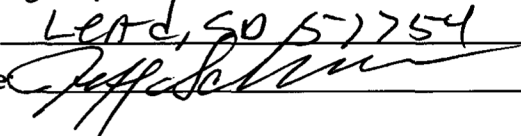
By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

SHINE CIRCUS

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: Jeff Schroeder Date of Birth: 7-15-67
 Address: 804 W McClelland
Lead, SD 57754
 Signature:  Date: 4-11-23

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

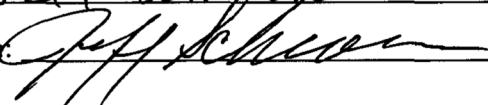
City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: NAJA SHRINERS
 Name: Jeff Schroeder Title: 1st POTATE
 Signature:  Date: 4-11-23

Event Complex Parking Requirements

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

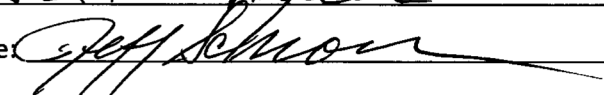
The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants
 - *Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

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

I have read and understand these rules.

Organization: NAJA SHRINERS
 Name: Jeff Schroeder Title: Past Potentate
 Signature:  Date: 4-11-23

Responsibilities to and of the Concessionaire

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

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

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

Organization: Naja Shriners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Handwritten Signature] Date: 11-11-23

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: NAVA SHIRNERS
 Name: Jeff Schroeden Title: PAST POTENTATE
 Signature: [Handwritten Signature]
 Dates/Times Alcohol will be served: _____
 Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

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

Initials JS

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

Initials JS

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

Initials JS

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

Initials JS

Organization: Night Shriners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Signature] Date: 4-11-23

For Office Use Only:

Sales Tax Number (If Applicable): _____
 Date Fees Received: _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: Naja Shriners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Handwritten Signature] Date: 4-11-23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: NAJA SHRINERS

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

Organization: NAJA SHRINERS

Name: JEFF SCHROEDER Title: PAST POTENTATE

Signature: Jeff Schroeder Date: _____

Daytime Phone Number: 605-591-9777

Date of your Event(s): 6-24-23 Group/Event Name: SHRINE CIRCUS

**NOTICE OF PUBLIC HEARING
FOR HOLISTIC FAIR
STREET CLOSURE, OPEN CONTAINER**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday, June 24, 2023: Relaxation of Open Container Ordinance in Zone 3 only from 3:00 p.m. to 7:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way on Saturday, June 24 from 7:00 a.m. to 10:00 p.m.

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

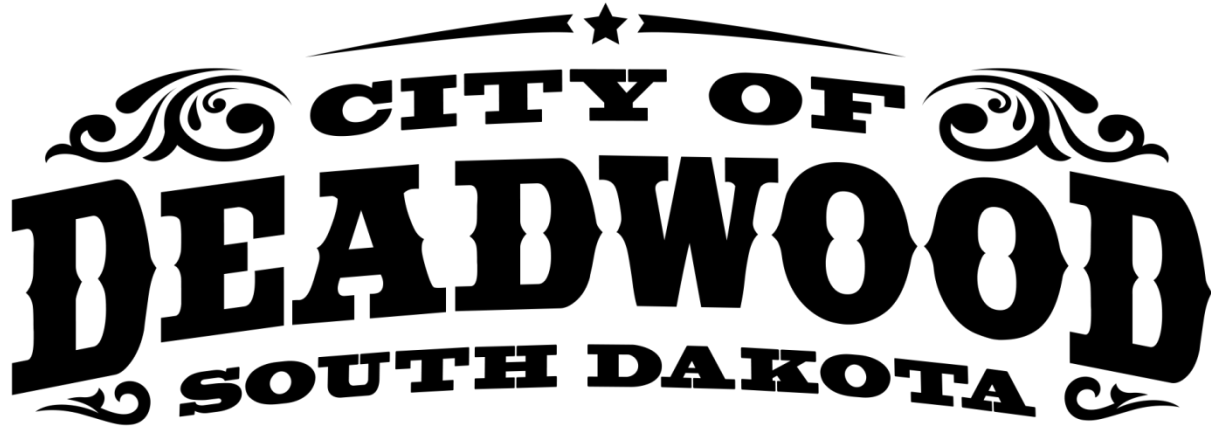
Dated this 1st day of May 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Instructions:

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

EVENT INFORMATION

Type of Event:

- Run Walk Bike Tour Bike Race Parade Concert
- Street Fair Triathlon Other

Event Title: Northern Hills Holistic Fair in the Square

Event Date(s): June 24, 2023 Total Anticipated Attendance: 500
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 11 am AM / PM (to): 7 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: June 24, 2023 Start Time: 8 am AM / PM

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

Event will take place in Outlaw Square - Vendor tents will be sent up throughout Outlaw Square

Dismantle Date: June 24, 2023 Completion time: 10 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

Deadwood Street - June 24, 7 am until 10 pm

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605) 717-6848

Address: 703 Main St Deadwood SD 57732
(city) (state) (zip code)

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

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

Name: _____

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

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

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

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

FEES / PROCEEDS / REPORTING

- | NO | YES |
|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

Vendor fee is \$25 (\$5 extra for electricity)

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

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

This is the first ever Holistic Fair at Outlaw Square to be held on June 24, 2023

A wide variety of vendors will be set up at the Square for the entirety of the event - This event is a great place to explore alternative medicine tools. We looking for vendors booths to include: low cost treatments, intuitive and medium readings, tarot, massage, plants, essential oils, stress management tools, organic and natural food, reiki, artwork, jewelry, herbal remedies, gift items, yoga, crystals, stones and gems, chiropractic, metaphysical tools, acupuncture.

Requesting Deadwood St. closure at 7 am - vendor tent set up from 9 - 11 am. Vendors will either utilize paid parking or Sherman street lot and we will shuttle them back and for.

Looking at possibly including 1 or 2 food trucks for the event, which will be placed on Deadwood St.

Requesting Open Container Zone 3 only for beer and wine. Outlaw Square may utilize a license and have a separate vendor serve beer or wine in event cups during the event.

Security will be on hand to keep any alcohol from leaving the venue.

They may be some live music provided and possible stage demonstrations.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | NO | YES |
|--------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Will items or services be sold at the event? If YES , please describe:
Vendors will be selling their items. |

- | NO | YES |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Does this event involve a fixed venue site? If YES , attach a detailed site map showing all streets impacted by the event. |

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event:
1 or 2 Food Trucks may be at the event

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

GAS ELECTRIC CHARCOAL OTHER (specify):

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

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

Number of trash cans: 10 Trash Containers w / lids: n/a

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

Outlaw Square will do clean up and stack trash bags in corner for city crew to pick up.

- Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

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

Private security will be hired to keep beer & wine in the venue

OS staff will handle internal security

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

Outlaw Square is ADA compliant

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

NO **YES**

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

Security Organization: Badlands Security

Security Organization Address: 1089 Snoma Road

Belle Fourche SD

(city) (state) (zip code)

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

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

It will end early evening before Outlaw Square lights come on

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

Number N/A Ambulance(s) – How provided?

Number N/A Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: WM _____

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

Acknowledge acceptance with initial: WM _____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Residents and businesses will be notified through public hearing announcement. Tour companies contacted directly

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 _____ Number of Bands: ? _____

Type of Music: vairiety _____

Will **sound amplification** be used?
If **YES**, please indicate: Start Time: 11 am AM / PM – Finish Time: 7 pm AM / PM

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

Please describe the sound equipment that will be used for your event:
Outlaw Square house equipment used

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO **YES**

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

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

outlawsquare.com

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

NAME: Bobby Rock PHONE: 605-717-6848

INSURANCE REQUIREMENTS

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

Name of Insurance Company: Hub International Agent's Name: Chris Roberts

Business Phone: 605-578-3456 Policy Number: _____ Policy Type: _____

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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

Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 4/20/2023

(Signature of Applicant / Sponsoring Organization)

(Signature of Professional Event Organizer or Renter of City-owned Facilities)

**NOTICE OF PUBLIC HEARING
BEV'S B'S POKER RUN
STREET PARKING**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Main Street Parking Request:

Main Street parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 25, 2023.

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

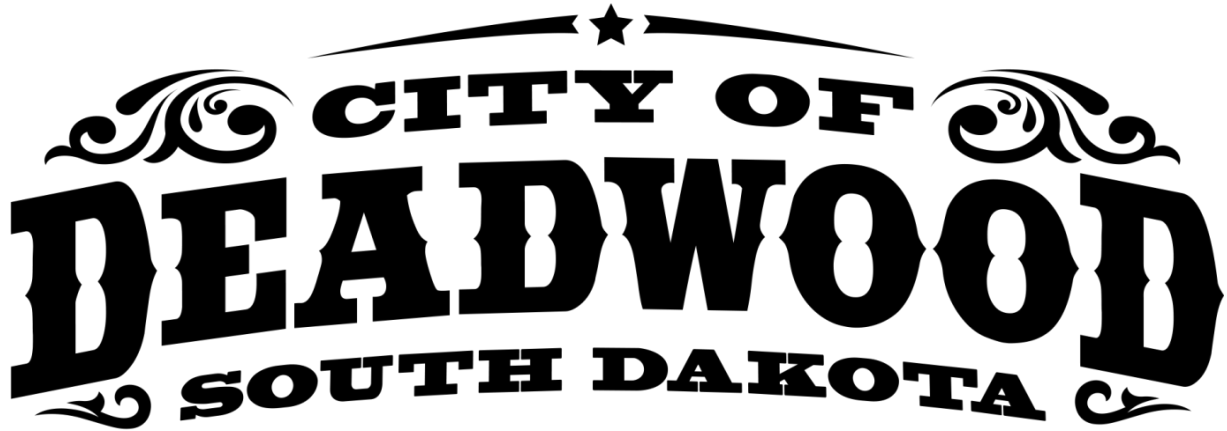
Dated this 1st day of May, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Bev's Poker Run - June 25, 2023

Instructions:

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

EVENT INFORMATION

Type of Event:

- Run Walk Bike Tour Bike Race Parade Concert
 Street Fair Triathlon Other

 Event Title: Bev's Poker Run - June 25, 2023

 Event Date(s): June 25, 2023 Total Anticipated Attendance: 50 to 100
 (month, day, year)

 (# of Participants 50 to 100 # of Spectators)

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

 Location / Staging Area: Saloon #10 - 657 Main Street - Deadwood, SD

Set up/assembly/construction Date: _____ Start Time: _____ AM / PM

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

N/A

Dismantle Date: _____ Completion time: _____ AM / PM

 List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day, date** and **time** of closing and time of re-opening:

None Require

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit) Noncommercial (nonprofit)

 Sponsoring Organization: Saloon #10
Clay Sprague

Chief Officer of Organization (NAME): _____

 Applicant (NAME): Clay Sprague Business Phone: (605) 591-9765

 Address: 657 Main St Deadwood, SD 57732
 (city) (state) (zip code)

 Daytime phone: (605) 591-9765 Evening Phone: (____) same Fax #: (____) _____

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

Name: _____

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

Contact person "on site" day of event or facility use Clay Sprague Pager/Cell #: 605-591-9765

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

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

FEES / PROCEEDS / REPORTING

- | | |
|-------------------------------------|---|
| NO | YES |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

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

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

Bev's Poker Run is the annual motorcycle event that is a fund raiser for Relay for Life.

Motorcycle Parking is being requested on June 25, 5 pm until 10 pm from Lee St. to Wall St. as the last part of the event takes place at the Saloon #10 - 657 Main St.

Parking will be on east side of main street only.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO **YES** Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

Will items or services be sold at the event? If **YES**, please describe:

NO **YES** Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event:

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

GAS ELECTRIC CHARCOAL OTHER (specify):

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

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

Number of trash cans: N/A Trash Containers w / lids: _____
 Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:

- Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:
 N/A

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
 N/A

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

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

Security Organization: _____

Security Organization Address: _____

_____ (city) _____ (state) _____ (zip code)

Security Director (Name): _____ Business phone: _____

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

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

Number N/A Ambulance(s) – How provided?

Number N/A Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: CS_____

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

Acknowledge acceptance with initial: CS_____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:

Residence and businesses will be notified through public hearing notice

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

- Will **sound amplification** be used?
If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM
- Will **sound checks** be conducted prior to the event?
If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:
saloon10.com

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

NAME: Clay Sprague PHONE: 605-591-9765

INSURANCE REQUIREMENTS

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

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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

Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Clay Sprague Title: _____

_____ Date: 4/10/2023

(Signature of Applicant / Sponsoring Organization)

(Signature of Professional Event Organizer
or Renter of City-owned Facilities)

**NOTICE OF PUBLIC HEARING
FOR OPEN CONTAINER,
NAJA SHRINERS BEER – A -THON**

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 May 15, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container Ordinance Request:

Friday, July 14, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, July 15, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from noon on Friday, July 14 to 10:00 p.m. on Saturday, July 15, 2023.

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

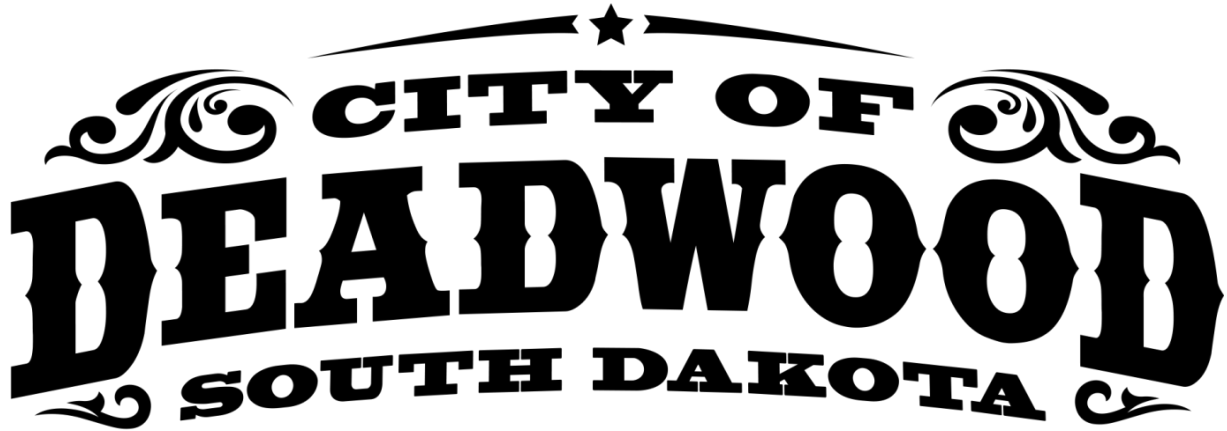
Dated this 1st day of May, 2023.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Please Publish: B.H. Pioneer: May 5, 2023

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



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

Outlaw Square Beer-A-Thon Presented by the Naja Shriners

Instructions:

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

EVENT INFORMATION

Type of Event:

- Run
 Walk
 Bike Tour
 Bike Race
 Parade
 Concert
 Street Fair
 Triathlon
 Other

 Event Title: Outlaw Square Beer-A-Thon Presented by the Naja Shriners

 Event Date(s): 07/14 - 07/15 Total Anticipated Attendance: 500
(month, day, year)

 (# of Participants 500 # of Spectators 500)

 Actual Event Hours: (from): 12:00PM AM / PM (to): 5:00PM AM / PM

Outlaw Square & Deadwood Street

Location / Staging Area: _____

 Set up/assembly/construction Date: 07/14/23 Start Time: 12:00PM AM / PM

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

Set up registration area. Set up vendor tasting area(s) in the Square and on Deadwood Street.

 Dismantle Date: 07/15/23 Completion time: 7:00PM AM / PM

 List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

 Deadwood Street Closure
 Friday July 14th 12PM-10PM
 Saturday July 15th 10AM-7PM

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)
 Noncommercial (nonprofit)

Naja Shriners

Sponsoring Organization: _____

Scott Sharp

Chief Officer of Organization (NAME): _____

 Applicant (NAME): Kevin Wagner Business Phone: (605) 645-8789

 Address: 4091 Sturgis Rd Rapid City SD 57702
(city) (state) (zip code)

 Daytime phone: (605) 645-8789 Evening Phone: (605) 645-8789 Fax #: (____) _____

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

Name: _____

Address: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Kevin Wagner Pager/Cell #: 605-645-8789**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

- | NO | YES |
|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

To enter the tasting in Outlaw Square you pay a fee. This is an annual fundraiser for the Naja Shriners.

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

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

Areas of focus: Outlaw Square.

Open container zones: 1 & 2 - Wall Street to Pine Street & Outlaw Square.

Requesting open container

Friday: July 14th 5PM - 10PM

Saturday: July 15th 12PM - 10PM

Participants & attendees will be using Deadwood Chamber event cups.

We will ID all tasting participants.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event:

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

GAS ELECTRIC CHARCOAL OTHER (specify):

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

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

Number of trash cans: 10 Trash Containers w / lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
Similar to last years event we will have significant organizational manpower to assist in clean up of the Street & Square.

- Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

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

We will have hired security for the overnight. We plan to handle event security like we did last year with significant Shriner manpower, in identifiable red fezzes, located throughout the square & Deadwood Street for assistance & safety.

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

We do not have one. We will not impair or block any existing required by law access points to disabled persons during the event.

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

NO

YES

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

Security Organization: Badlands Security

Security Organization Address: _____

(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: _____

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

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

Number _____ Ambulance(s) – How provided?

Number _____ Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: KW

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

Acknowledge acceptance with initial: KW

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:

They will not be impacted by this event do to the date, time, and limited capacity.

Attendees will be using regular and identified Deadwood guest parking lots.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 2

Type of Music: Classic rock/Blues/Funk/Jam Band/70's,80's,90's.

- Will **sound amplification** be used?
If **YES**, please indicate: Start Time: 12PM AM / PM – Finish Time: 8PM AM / PM

- Will **sound checks** be conducted prior to the event?
If **YES**, please indicate: Start Time: 12PM AM / PM – Finish Time: 5PM AM / PM

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

Depot Music will bring in their regular sound system(s) they use similar to the Sunday concert series at Outlaw Square.

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Via: social media, radio, print, and other local forms of media.

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:
www.najashrine.com

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

NAME: Kevin Wagner PHONE: 605-645-8789

INSURANCE REQUIREMENTS

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

Name of Insurance Company: HUB International Agent's Name: Chris Roberts
Business Phone: _____ Policy Number: 06LX059311354-4 Policy Type: \$2,000,000 Liability

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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


Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

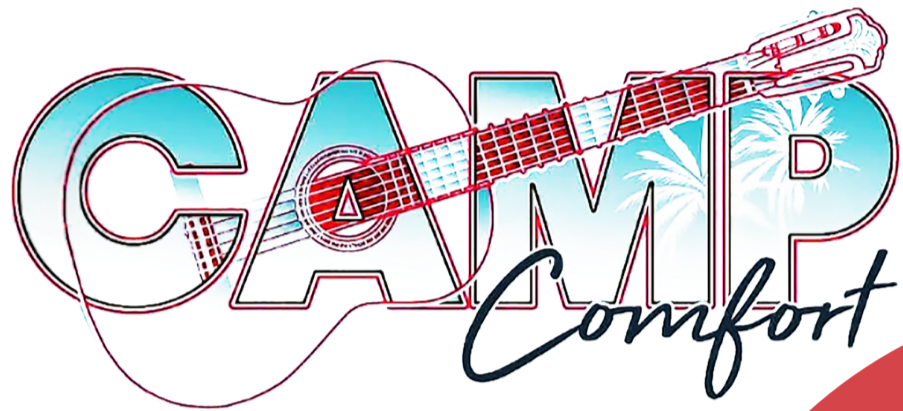
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT): Kevin Wagner Title: Event Coordinator

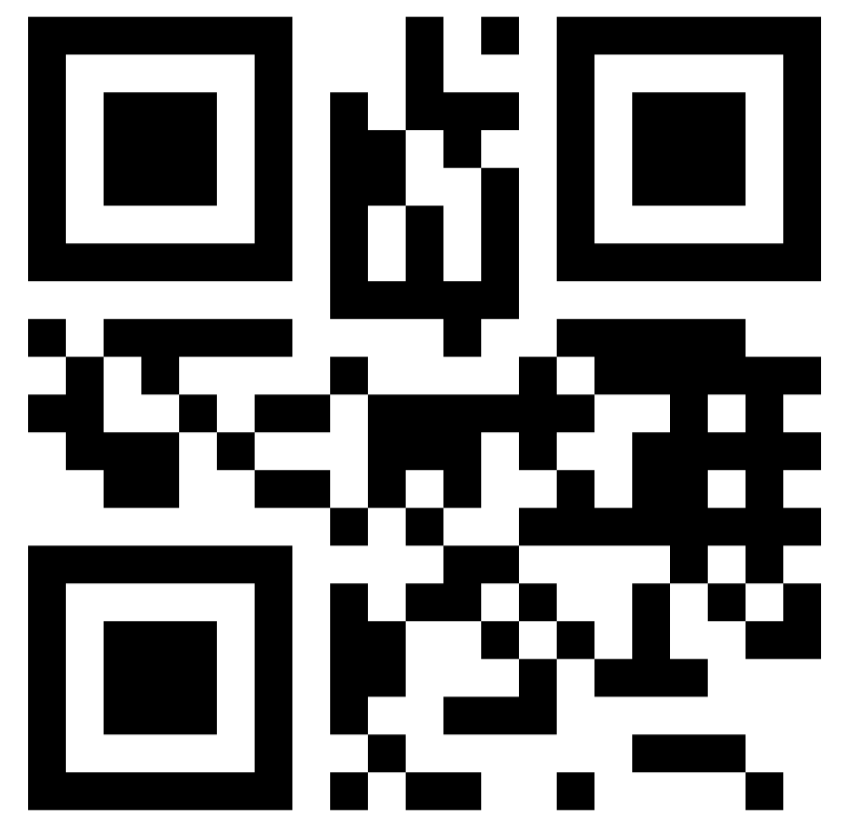
 Date: 04/25/2023

(Signature of Applicant / Sponsoring Organization) (Signature of Professional Event Organizer or Renter of City-owned Facilities)

**LIVE MUSIC
FRIDAY & SATURDAY**



**SCAN TO GET
TICKETS!**



**All money raised benefits
the Naja shriners**

OUTLAW SQUARE BEER-A-THON

OVER 30 BREWERIES!

- Crow Peak
- Spearfish Brewing Co.
- Sawyer Brewing
- Jacobs Brewing
- Jailhouse Taps
- Sturgis Brewing Co.
- Shivers Brewing Co.
- Hay Camp
- Lost Cabin
- Dakota Point
- Zurmacracy
- Cohort Brewing
- Firehouse Brewery
- Woodland Brewing
- Last Mile Brewery
- Ferson
- Miners Brewing



OVER 30 BREWERIES!

- Mt. Rushmore Brewing
- Laughing Sun Brewing
- Fat Fish Brewery
- Remedy Brewing Co.
- One Leg Pheasant
- Dempseys Brewing Co.
- Black Tooth Brewing
- Buffalo Ridge Brewing
- Eponymous Brewing
- Wooden Leg Brewing
- Severance Brewing Co.
- Wood Grain Brewing
- Beaver Creek Brewing
- Canyon Creek Brewing
- Dekker Brewing Co.
- Bismark Brewing Co.
- Gideon's Brewing Co.

July 14 & 15



Activities Area/More vendors

Vendors

Vendors

Vendors

Check in areas

Barricades/fenced off

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



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

BOARD OF ADJUSTMENT REQUEST FOR A VARIANCE

Staff Report

Date: May 17, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for a Variance – Front Yard Setback

APPLICANT(S): WJP Holdings, LLC (William Pearson)
PURPOSE: Single Family Home
ADDRESS: Mystery Wagon Road
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: LOT 1, BLOCK 3A OF THE PALISADES TRACT OF THE DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4 NE1/4 OF SECTION 22 AND THE N1/2 NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: Planned Unit Development

STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: Planned Unit Development	Residential Housing
South: Planned Unit Development	Vacant Hill Side
East: Planned Unit Development	Residential Housing
West: Planned Unit Development	Vacant Lot

SUMMARY OF REQUEST

The applicant has submitted a request for a variance to the required 20' front yard setback according to Deadwood City Ordinance 17.24.040 (Area and Bulk Requirements) and 17.72.80 (Planned Unit Development). The applicant is requesting an 11' variance.

Request for a Variance – Front Yard Setbacks
 Lot 1, Block 3A -Mystery Wagon Road
 May 17, 2023

FACTUAL INFORMATION

1. The property is currently zoned Planned Unit Development.
2. The property is vacant until construction begins.
3. The subject property has access from Mystery Wagon Road
4. The subject property is located within a very low-density land use classification on the adopted Zoning 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 single-family dwellings located in the Stage Run Neighborhood.

STAFF DISCUSSION

The Planning and Zoning Commission reviewed this request during the April 19, 2023 meeting and although they were unable to take action according to DCO 17.80 (Zoning Variance Appeals to the Board and Decisions of Board) the Commission did raise any concerns. The reason for this variance request is due to the unique footprint and terrain associated with the lot. The lot has very little buildable depth and the small home as proposed will encroach into the front yard setback.

The Planning and Zoning Administrator can administratively reduce the required setbacks in a Planned Unit Development up to 20%, however; this request proposes a front yard setback of 9 feet which exceeds the 20%.

COMPLIANCE

1. A sign was posted on the property for which the request was filed as required by Section 17.80.010.B. [Exhibit A]
2. Notice of the time and place for the public hearing was published ten (10) days in advance of the hearing in the designated newspaper of the City of Deadwood as required by section 17.80.010.B. [Exhibit B]

VARIANCE

The purpose of a variance is to modify the strict application of the specific requirements of this Ordinance in the case of exceptionally irregular, narrow, shallow, or steep lots, or other exceptional (Amended 99-952) conditions, whereby, such strict application would result in practical difficulty or unnecessary hardship which would deprive an owner of the reasonable use of his or her land. The variance shall be used only where necessary to overcome

Request for a Variance – Front Yard Setbacks
 Lot 1, Block 3A -Mystery Wagon Road
 May 17, 2023

some obstacle which is preventing an owner from using his or her lot as the Zoning Ordinance intended.

The Board shall consider and decide all applications for variances within 30 days of such public hearing and in accordance with the standards provided below.

STANDARDS FOR VARIANCES:

In granting a variance, the Board shall ascertain that the following criteria are met and presented at the public hearing or otherwise included in the record.

1. A variance may be appropriate where, by reason of exceptional narrowness, shallowness, or shape or by reason of other exceptional topographic conditions or other extraordinary conditions on a piece of property, the strict application of any regulation enacted under this Ordinance would result in peculiar, exceptional, and undue hardship on the owner of the property. The previously mentioned circumstances or conditions shall be set forth in the Findings of the Board.

Planning and Zoning staff conducted a site visit and concluded that the developer has limited buildable space due to the size and shape of the lot. If fact, all lots on the south side of Mystery Wagon Road will likely need a variance for setbacks.

2. Variances shall not be granted to allow a use otherwise excluded from the particular district in which requested.

The construction of a new single-family home that has been proposed is a use by right in a Planned Unit Development.

3. Any variance granted under the provisions of this section shall be the minimum adjustment necessary for the reasonable use of the land.

The intent and purpose of this application for variance, if granted, the minimum adjustment necessary to afford relief or the reasonable use of the land will be an eleven-foot variance. The remaining bulk and height regulations are all met (i.e., side and rear setback requirements and height).

4. The granting of any variance is in harmony with the general purposes and intent of this Ordinance and will not be injurious to the neighborhood, and/or detrimental to the public welfare, or in conflict with the established policies of the City of Deadwood.

Request for a Variance – Front Yard Setbacks
 Lot 1, Block 3A -Mystery Wagon Road
 May 17, 2023

The proposed project is compatible with the area. The granting of the proposed structure will not be detrimental to fire safety, clearance, preservation of light and open space and/or visual and aesthetic concerns. The variance will not alter the essential character of the surrounding area in which the property is located; substantially or permanently impair the appropriate use or development of adjacent property.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created; nor can it be established on this basis by one who purchases with or without the knowledge of the restrictions; it must result from the application of this Ordinance; it must be suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

There is evidence of practical difficulty due to the size and shape of the lot. The developer is making every attempt to provide affordable housing to the City of Deadwood which will not only include this home but several additional small homes on this side of the Mystery Wagon Road.

6. That the proposed variance will not impair an adequate supply of light and air to adjacent properties, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

The use and value of the area adjacent to the property included in the variance request will not be affected in an adverse manner. There will be no significant adverse impacts on water supply, schools, or other services. A variance cannot be granted if it would pose any threat to the public health or safety. This finding includes concerns such as fire safety, and visual and aesthetic concerns.

7. The fee, as adopted by resolution, was paid to the Zoning Administrator as agent for the Board to cover the costs of notices and other expenses incidental to the hearing.

The applicant has paid the \$200.00 fee to process the variance and have the public hearing.

8. The applicant has proven that he or she is the owner of the property or is his or her officially designated agent and has presented proof thereof.

Request for a Variance – Front Yard Setbacks
Lot 1, Block 3A -Mystery Wagon Road
May 17, 2023

The applicant has proven to the City of Deadwood Planning and Zoning office that they are the current owner of the subject property.

Requirements for the Granting of a Variance

Before the Board shall have the authority to grant a variance, the person claiming the variances has the burden of showing:

1. That the granting of the permit will not be contrary to the public interest;
2. That the literal enforcement of the Ordinance will result in unnecessary hardship; and,
3. That by granting the permit, substantial justice will be done.

A variance shall be null and void two (2) years from the date it is granted unless completion or substantial construction has taken place. The Board of Adjustment may extend the variance for an additional period not to exceed one (1) year upon the receipt of a written request from the applicant demonstrating good cause for the delay.

If upon review by the Zoning Administrator, a violation of any condition, imposed in approval of a variance is found, the Administrator shall inform the applicant by registered mail of the violation and shall require compliance within sixty (60) days, or the Administrator will take action to revoke the permit. The Administrator's letter, constituting Notice of Intent to Revoke Variance may be appealed to the Board of Adjustment within thirty (30) days of its mailing. The Board of Adjustment shall consider the appeal and may affirm, reverse, or modify the Administrator's Notice of Intent to Revoke. The applicant must comply with the Board of Adjustment's Order on Appeal of Notice of Intent to Revoke Variance within thirty (30) days of the Board's decision.

ACTION REQUIRED

1. Approval / Denial by Deadwood Board of Adjustment

Request for a Variance – Front Yard Setbacks
Lot 1, Block 3A -Mystery Wagon Road
May 17, 2023

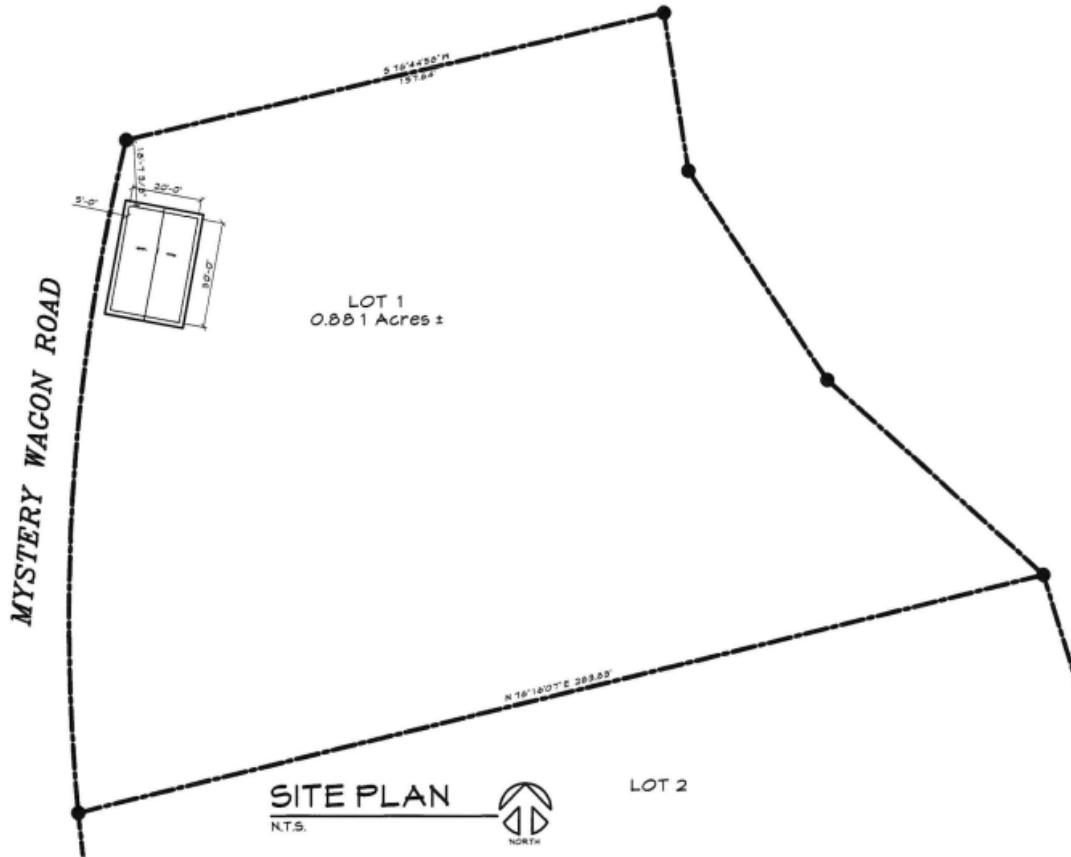
LOCATION MAP & SITE PLAN



Map showing the general vicinity of the subject property.

Request for a Variance – Front Yard Setbacks
Lot 1, Block 3A -Mystery Wagon Road
May 17, 2023

PRELIMINARY SITE PLAN



Request for a Variance – Front Yard Setbacks
Lot 1, Block 3A -Mystery Wagon Road
May 17, 2023

EXHIBIT A

Image of sign posted for variance



Request for a Variance – Front Yard Setbacks
Lot 1, Block 3A -Mystery Wagon Road
May 17, 2023

EXHIBIT B

Notice of Public Hearing

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

City of Deadwood
Board of Adjustment
Deadwood, South Dakota 57732

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Variance to the Front Yard Setback requirements found in Sections 17.24.040 (Residential Zoning District) and 17.72.80 (Planned Unit Development).

APPLICANTS: WJP Holdings, LLC – William Pearson

LEGAL DESCRIPTION: LOT 1, BLOCK 3A OF THE PALISADES TRACT OF THE DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4 NE1/4 OF SECTION 22 AND THE N1/2 NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

ADDRESS: Mystery Wagon Road

ZONE: Planned Unit Development

NOTICE IS FURTHER GIVEN that said application will be heard by the Board of Adjustment within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Monday, May 15, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

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

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

Dated this 5th of May, 2023.

City of Deadwood, Lawrence County, South Dakota



Kevin Kuchenbecker
Planning, Zoning and Historic Preservation Officer

PUBLISH: Black Hills Pioneer: May 6, 2023
Published once at the total approximate cost of \$

**ORDINANCE #1371
TO AMEND CHAPTER 2.08 CITY OFFICERS AND DEPARTMENT HEADS**

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 2.08 be amended to read as follows:

2.08.010 Officers

The officers of the city shall be an attorney, a City Finance Officer, ~~a fire chief~~, a Chief of Police, a Public Works Director, ~~a Planning & Zoning Administrator, a Historic Preservation Officer, City Planner, a Cemetery Sexton~~, a Librarian, ~~a zoning administrator~~, a Parking & Transportation Director, a Parks, Recreation & Events Director, ~~a risk services director~~, and such other officers as may be necessary for the administration of city business and affairs. Such officers shall be hired ~~by the Mayor and~~ City Commission and shall hold office ~~until released from duty. their successors are duly hired and qualified.~~

~~In addition to the above officers, there shall be a fire chief who shall act in a volunteer position elected by the City of Deadwood Fire Department and acknowledged by City Commission.~~

(Ord. 1215 (part), 2014; Ord. 1172, 2012; prior code § 2-301)

2.08.020 Oath Of Office

All police officers and city-employed department heads ~~officers, department heads, such other officers as may be required and~~ are required to take an oath of office before entering upon the discharge of their duties, which oath shall be subscribed by the person taking it and shall be filed and preserved in the office of the city finance officer.

- 1. ~~Form of oath for the hired department heads:~~

~~STATE OF SOUTH DAKOTA)~~

~~COUNTY OF LAWRENCE) ss~~

~~CITY OF DEADWOOD)~~

~~I, _____, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of South Dakota, and the Charter and Ordinances of the City of Deadwood; that I will faithfully, honestly and impartially discharge my duties as _____, during my continuance therein; that I am not directly or indirectly pecuniarily interested in any public service corporation engaged in business in the City of Deadwood, or in any person or corporation having contracts with the said city, so help me God.~~

~~_____~~

~~Subscribed and sworn to before me this ____ day of _____, 20____.~~

~~_____
Mayor~~

Form of oath for members of the police department:
STATE OF SOUTH DAKOTA)

COUNTY OF LAWRENCE) ss

CITY OF DEADWOOD)

I _____, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of South Dakota, and the Charter and Ordinances of the City of Deadwood; and that I will to the best of my ability, faithfully perform the duties of police officer during my continuance therein, so help me God.

Police Officer

Judge of Record

~~City Finance Officer~~ Police Chief

Subscribed and sworn to before me this ____ day of _____, 20____.

(Ord. 1215 (part), 2014; prior code § 2-302)

2.08.030 Bonds

Bonds of city officials, unless otherwise provided by state law, shall be as fixed annually at the May meeting.

(Prior code § 2-203)

2.08.040 Administrative Policy And Procedures

1. Officers. Each officer shall perform all duties required of his or her office by state law and this code and such other duties not in conflict therewith as may be required by the city commission.
2. Department Heads.
 1. Department Head Defined. A “department head” is an ~~officer, appointed person,~~ other than the mayor or commissioners, **who has been approved by City Commission to have** direct supervision over and responsibility for municipal personnel records, funds, maintenance, and/or service **per associated job description.**
 2. Responsibility to City Commission. The department heads are immediately responsible to the city commission for the effective administration of their respective departments and all activities assigned thereto.
 3. Inaugurate Sound Practices. The department heads shall keep informed about the latest practices in their particular fields.
 4. Report to Administrator. The department heads shall submit reports of their department activities to the city commission as required by this code or at the special request of the city commission.
 5. Maintain Records. The department heads shall establish and maintain a system filing and indexing records and reports in sufficient detail to furnish all information necessary for proper control of departmental activities and to form a basis for periodic reports to the city commission.

- 6. Authority Over Employees. The department heads have power, when authorized by the city commission, to appoint and remove, subject to the personnel policy regulations, all subordinates under them.
- 7. Maintain Equipment. The department heads are responsible for the proper maintenance of all city property and equipment used in their departments.
- 3. Departments. Upon direction by the city commission, and as its facilities permit, each department shall furnish to any other department such service, labor, and materials as may be requisitioned by the head of such department, through the same procedures and subject to the same audit and control as other expenditures.

(Prior code § 2-304)

2.08.050 Removal Of Officers

Any officer may be removed by a majority vote of the members of the Deadwood City Commission.

Dated this 15th day of May, 2023.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: May 1, 2023
 Second Reading: May 15, 2023
 Published: May 18, 2023
 Effective: June 7, 2023

RESOLUTION NO. 2023-14

RESOLUTION TRANSFERRING CITY FIVE CENT SLOT MACHINE LEASE AND OPERATING AGREEMENT

WHEREAS, the City of Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses.;

WHEREAS, Super G Investment Corp. recently transferred all its assets, including the City Five Cent Slot Machine Lease from Super G Investments Corp. to SGMSD, LLC dba Silverado;

NOW THEREFORE, the City of Deadwood has approved the transfer of agreement for City Five Cent Slot Machines to SGMSD, LLC.

Dated this 15th day of May, 2023.

CITY OF DEADWOOD

Dave R. Ruth Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer



DRAFT

QUOTE-2157785

Billing Address:
DEADWOOD VFD
737 MAIN ST
DEADWOOD, SD 57732
US

Quote Date:05/09/2023
Expiration Date:07/01/2023
Quote Created By:
Sandra Sorenson
sandy@wescomm.com

End Customer:
DEADWOOD VFD
Charles Fetter
charles@cityofdeadwood.com
605-578-1212

Contract: 22548 - SD BIT/Motorola
09-16084/CB

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX 4000 MODEL 2	6		\$3,058.07	\$18,348.42
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	6	\$2,332.00	\$1,702.36	\$10,214.16
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1b	QA02812AA	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	6	\$2,277.00	\$1,260.71	\$7,564.26
1c	H885BK	ADD: 3Y ESSENTIAL SERVICE	6	\$95.00	\$95.00	\$570.00
2	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	6	\$143.64	\$104.86	\$629.16
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	6	\$82.08	\$59.92	\$359.52

Grand Total

\$19,337.10(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

TRUCK REPLACEMENT APPLICATION		
I. APPLICANT INFORMATION		
1	a. Applicant Name: City of Deadwood	b. DUNS Number: 17-328-6894
2	Applicant Address: 102 Sherman Street	
3	a. City: Deadwood	b. State: SD c. Zip + 4: 57732
4	a. Contact Name: Robert Nelson	b. Contact Title: Public Works Director
5	a. Contact Phone: (605) 578-3082	b. Contact Fax:
6	Contact Email: bobjr@cityofdeadwood.com	
II. EXISTING TRUCK INFORMATION:		
1	Truck Storage Address: 67 Dunlop Ave.	
2	a. City: Deadwood	b. County: Lawrence c. Zip Code: 57732
3	Truck Type/Use (e.g. snow plow, dump truck): Plow/Sanding Truck	
4	Class: <input checked="" type="checkbox"/> 4, <input type="checkbox"/> 5, <input type="checkbox"/> 6, <input type="checkbox"/> 7, <input type="checkbox"/> 8	
5	<input checked="" type="checkbox"/> Short Haul-Single Unit, <input type="checkbox"/> Short Haul-Combo, <input type="checkbox"/> Long Haul-Single Unit, <input type="checkbox"/> Long Haul-Combo, <input type="checkbox"/> Refuse Hauler (short <= 200 miles, long > 200 miles, single=truck on single frame, combo=tractor with at least 1 trailer)	
6	a. Truck Manufacturer: International	a. Truck Model: 4800 b. Truck Model Year: 1995
7	Type of Fuel: <input checked="" type="checkbox"/> Diesel	Estimated Annual Fuel Usage for this Truck (gallons): 700
8	a. Cumulative Mileage: 39,427	b. Estimated Annual Mileage: 3,000 c. Annual Idling Hours: 720
9	Vehicle Identification Number (VIN): 1HTSEANOSH216531	
10	a. Engine Manufacturer: NAVISTAR	b. Engine Model: 466DT c. Engine Model Year: 1995
11	Engine Serial Number: 466D6DASA	
12	Estimated remaining life (years): Three	
III. NEW REPLACEMENT TRUCK INFORMATION		
1	Truck Type/Use (e.g. plow truck, dump truck, refuse truck): Dump Truck	
	Class: <input checked="" type="checkbox"/> 4, <input type="checkbox"/> 5, <input type="checkbox"/> 6, <input type="checkbox"/> 7, <input type="checkbox"/> 8	
2	a. Truck Manufacturer : Freightliner	a. Truck Model: 108SD b. Truck Model Year: 2022
3	Truck Type of Fuel: <input checked="" type="checkbox"/> ULSD, <input type="checkbox"/> CNG, <input type="checkbox"/> LNG, <input type="checkbox"/> LPG/Propane, <input type="checkbox"/> Electric, or <input type="checkbox"/> Other	
4	Rebate: <input checked="" type="checkbox"/> 50%, <input type="checkbox"/> 60% if certified to meet CARB's Low-NOx Standards, or <input type="checkbox"/> 70% of an all-electric	
6	a. Price of New Truck: \$140,404.00	
7	a. Estimated Purchase Order Date: 9/21	b. Estimated Date of Truck Delivery: 11/21
8	a. Engine Manufacturer: Cummins	b. Engine Model: CM2450 c. Engine Model Year: 2022
IV. SCRAPPING COMPANY/DISMANTLER INFORMATION		
1	Describe Method of Disposal of Truck: Core the Engine Block and Cut Frame	
2	Scrapping Company/Dismantler Name: City of Deadwood	
3	Contact Name: Bill Burlison	
4	Address: 67 Dunlop Ave	
5	a. City: Deadwood	b. State: SD c. Zip Code: 57732
6	a. Phone: (606)578-3082	b. Fax:
7	Email: bill@cityofdeadwood.com	

TRUCK REPLACEMENT APPLICATION

V. TRUCK MANUFACTURER/DEALER INFORMATION

1	Truck Manufacturer/Dealer: Sanitation Products		
2	Contact Name: Ben Kreklow		
3	Address: 901 E. 48 th ST N		
4	a. City: Sioux Falls	b. State: SD	c. Zip Code: 57104
5	a. Phone: (605) 332-2487	b. Fax:	
6	Email: ben@spi-sd.com		
VI. APPLICANT'S CERTIFICATION			

<p>I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed in the Program Description.</p>	
✓	The applicant will use the funding under this Program for the specific purposes defined in the Program Description.
✓	The applicant has received approval to apply and make use of the funding under this program.
✓	The applicant is not currently debarred or suspended from receiving federal funding.
✓	The applicant agrees to complete scrappage of the truck being replaced.
✓	The applicant certifies that all vendors will be selected in accordance with contracting laws.
<p>I authorize DENR to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.</p>	
Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

Applications are to be submitted by email to barb.regynski@state.sd.us or by mail to:
 VW Rebate Program
 SD DENR – AQ Program
 523 E Capitol
 Pierre, SD 57501

Mercedes-Benz Financial Services USA LLC

2600 W Big Beaver Rd
 Troy, Michigan 48084
 800-959-5936

May 5, 2023

Customer Name: **DEADWOOD, SD CITY OF**
 Contract Number: **801-3209995-000**
 Asset: **(1) 2022 FREIGHTLINER - TRUCK**
 Vin Numbers: **3ALDGSFE7NDND5953**

In response to your request to an early pay out of the above-referenced contract, we provide the following:

Principal Amount as of 09/07/22		\$ 127,841.40
Interest from 09/07/22 - 06/15/23		\$ 3,304.32
Total Amount Due 06/15/23:		\$ 131,145.72
Daily Per Diem to be added after due date:		\$12.06
Payoff Expiration Date		6/22/2023

Please either forward the total due to the below address or wire transfer funds to:

CHECK: Mercedes-Benz Financial Services USA LLC
 LEASE ADMINISTRATION CENTER
 PO BOX 405874
 ATLANTA, GA 30384-5874

WIRE: Mercedes-Benz Financial Services USA LLC
 Bank of America
 ABA: 026009593
 Account: 12573-54255
 Account Name: Lease Administration Center

Upon receipt of wire transferred funds or a certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to Secured Party, we will execute all necessary documentation to terminate our right, title and interest in and to the collateral to be released. Notwithstanding the above, you hereby acknowledge and agree that any of your obligations or indemnities, which by their terms survive the payoff or termination of the Contract, shall continue in full force and effect. Further, any corporate or personal guaranties which relate to the Contract, as well as any and all other obligations to Secured Party or its affiliates which may be outstanding, shall remain in full force and effect, notwithstanding the early payoff of the Contract. In addition, if a security interest in the collateral has been granted to Secured Party as security for any obligations owing to Secured Party or its affiliates or assigns, other than the Contract, any such security interest shall remain in full force and effect with respect to such other obligations, notwithstanding the early payoff of the Contract pursuant to this letter.

By paying the above stated amounts, you agree to the terms of this letter and to an early payoff of the Contract, and release Secured Party of any and all of its obligations under the Contract.

If the Total Due is not received by Secured Party in accordance with the terms of this letter, the Contract shall continue in full force and effect in accordance with its terms and you shall promptly reimburse Secured Party for any out of pocket expenses Secured Party may have incurred in connection with the proposed early payoff of the Contract. Nothing contained in this letter shall be deemed a waiver of any rights and remedies Secured Party may have under the Contract, other related documents and instruments or applicable law, all of which rights and remedies are expressly reserved. Any capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Contract. Any immediate requests to release collateral will require payment by certified funds. Any payments via check will result in a 15 day delay before processing any requests to release collateral.

If you have any questions, or if we may be of further service, please do not hesitate to call me at the number above.

Very truly yours,

Mercedes-Benz Financial Services USA LLC



FORM E

South Dakota Medical Cannabis Program LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

SECTION I. Establishment Information

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Legal Business Name From the Hills		Type of Establishment(s) <input type="checkbox"/> Cultivation <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Dispensary <input type="checkbox"/> Testing	
Establishment Physical Address 11490 US 14A		Apartment or Suite #	
City Deadwood	County Lawrence	State SD	ZIP Code 57732

SECTION II. Ordinance Compliance

1. Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction?
 Yes (Go to question 2)
 No (Go to question 4)

2. How many of each establishment type are allowed by ordinance in the jurisdiction?
 - a. Cultivation _____
 - b. Manufacturing _____
 - c. Testing _____
 - d. Dispensary _____

3. When was the effective date for this ordinance?
 Effective Date _____

4. Are there Zoning ordinances in effect relating to medical cannabis establishments?
 Yes (Go to question 5)
 No (Go to question 6)

5. Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes No

6. Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis?
 Yes (Go to question 7)
 No (Sign and certify this form)


7. Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? Yes No

SECTION III. Attachments

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

SECTION IV. Certification

I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed) Jessica McKeown	Title Finance Officer	Jurisdiction Deadwood
Full Name (Signature) 	Date 5/15/2023	

