



# City Commission Regular Meeting Agenda

Tuesday, September 05, 2023 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of August 21, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for September 5, 2023

5. **Items from Citizens on Agenda**

[a.](#) SD Dept. of Transportation - Present alternatives 1A, 1C-1 and 1C-3 for the Deadwood Box Culvert Study.

b. SD Game Fish and Parks presentation on proposed snowmobile trail thru City property- Shannon Percy/Ryan Fredrickson

6. **Consent Agenda**

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

a. Permission to hire Jace Edlund as Community Service Officer at \$19.00 per hour (D9 rank) effective September 10, 2023 pending pre-employment screening.

b. Permission to accept resignation from archives intern Samantha Hamann effective August 18, 2023.

c. Designate Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6.

[d.](#) Permission to approve change order # 2 with Heiman Inc. in the amount of \$625.00 for modifications to custom built International Fire Truck, bringing truck body contract to \$409,762.00 plus chassis of \$109,300 for total truck cost of \$519,062.00. (To be paid from Fire Dept. Truck Reserves.)

- e. Permission to pay Rasmussen Mechanical in the amount of \$4,497.00 to replace the compressor on RTU 2. (To be paid by Rec Center repair budget.)
- f. Permission to purchase a Hotsy 921 N commercial stationary pressure washer in the amount of \$8,524.69 from Dakota Fluid Power. This will replace the pressure washer located at the City Streets Department that no longer works. Funds will be withdrawn equally from the Streets, Water, Parks and Police budgets.
- g. Recommendation from Event Committee to adopt updated Event Complex Application.
- h. Allow use of public property for DVG America Midwest Regional Championship at the Ferguson Field from September 30 through October 1, 2023.

7. **Bid Items**

8. **Public Hearings**

- a. Set public hearing on September 18 for Lead Deadwood High School Homecoming Parade: street closure; Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, October 6, 2023 from 2:00 p.m. until parade ends.

9. **Old Business**

10. **New Business**

- a. First Reading of Ordinance #1387 Amending Chapter 5.08.010 Bingo/Raffle
- b. Permission to hire Ancestor Concrete & Masonry LLC to repair damage occurring on the Chinese vault and burner at Mt Moriah cemetery in an amount not to exceed \$5,700.00. (To be paid from Historic cemetery repair budget.)
- c. Permission to pay \$15,651.82 to Cable Communication Services for utility work associated with library retaining wall. (To be paid by HP Capital Assets.)
- d. Permission to pay Sanitation Products in the amount not to exceed \$23,706.96 to replace the blower motor in the 2002 Vactor truck. (To be paid from Water Dept. repair budget.)
- e. Permission to pay \$11,864.14 to High Plains Remodels, LLC for the remodel of City Hall for additional office space. (To be paid from HP Capital Assets)
- f. Permission to allow Police Dept to purchase 2021 Dodge Durango from Kansas Highway Patrol in amount of \$32,025.00.. (To be paid from Police equipment budget.)
- g. Permission for Mayor to sign contract with Lead-Deadwood School District for Ferguson Field Complex Use and Maintenance at cost of \$1,200.00 per month from August through October.

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

- a. Suicide Prevention week is September 10th through September 16th, 2023. Sidewalks in Deadwood and Lead will be painted with chalk to bring support, education and prevention to the cause. Please share #988 (Suicide and Crisis Lifeline) with friends, family, neighbors and strangers.

- b. Raffle permit received from Lead-Deadwood Youth Football and Cheer Association. Drawing will be held September 30, 2023

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, AUGUST 21, 2023**

The Regular Session of the Deadwood City Commission convened on Monday, August 21, 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 Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Johnson seconded to approve the minutes August 7, 2023. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Struble moved, Todd seconded to approve the August 21, 2023 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	83.88
A & B WELDING	SUPPLIES	420.30
A & I DISTRIBUTORS	SUPPLIES	723.42
ACE HARDWARE	SUPPLIES	87.24
ADOBE INC	SUBSCRIPTION	2,590.92
ALBERTSON ENGINEERING	PROJECT	1,553.71
ALEX AIR APPARATUS 2	BUNKER GEAR	8,834.35
ALPINE IMPRESSIONS	SERVICE	115.00
AMAZON CAPITAL	SUPPLIES	1,189.44
AMAZON	SERVICE	1,004.82
ASSOCIATED SUPPLY	SUPPLIES	1,640.38
AVID4 ENGINEERING	SERVICE	3,900.00
BADGER METER	SERVICE	753.00
BARCO PRODUCTS	SUPPLIES	1,463.53
BARRY'S ELECTRIC	SERVICE	4,856.80
BH CHEMICAL	SUPPLIES	974.61
BH ENERGY	SERVICE	28,892.85
BH PIONEER	SERVICE	932.71
BH WINDOW CLEANING	SERVICE	1,510.00
BRANDON INDUSTRIES	SUPPLIES	1,589.00
DAYS OF '76	ALLOCATION	10,000.00
DEADWOOD CHAMBER - SQUARE	BID #9	50,000.00
DVFD	STAFFING	990.00
DEADWOOD GRANITE	SERVICE	3,600.00
DEADWOOD HISTORY	AD	120.00
FELD FIRE	SERVICE	1,050.00
FIB CREDIT CARDS	SUPPLIES	1,422.18
FLOYD'S TRUCK CENTER	SERVICE	974.58
GALLS	UNIFORMS	107.23
GEPPERT, MADDY	REIMBURSEMENT	20.00
GOLDEN WEST	SERVICE	3,464.50
GRUNDY CENTER AUTO BODY	SERVICE	1,901.00
HAWKINS	SUPPLIES	1,107.95
HENDERSON, STEVEN	REIMBURSEMENT	164.08
IPS GROUP	SERVICE	4,421.83
JACOBS WELDING	SERVICE	28.20
JASSMAN, TROY	REIMBURSEMENT	33.00
JLG ARCHITECTS	PROJECT	2,690.00
JOHNSON FITNESS	SERVICE	972.20
JOHNSTON, DELANEY	PROGRAM	350.00
KDSJ	SERVICE	255.00
KNECHT	SUPPLIES	233.07
LAWRENCE CO. REGISTER	SERVICE	90.00
LAWSON PRODUCTS	SUPPLIES	671.44
LEAD-DEADWOOD SANITARY	SERVICE	33,494.80
LYNN'S	SUPPLIES	65.28
MACQUEEN EMERGENCY	SUPPLIES	14,018.21
MCLEODS	SUPPLIES	1,547.05
METERING & TECHNOLOGY	METERS	7,222.78
MICROSOFT	SUPPORT	703.06
MID-AMERICAN RESEARCH	SUPPLIES	418.31
MIDCONTINENT TESTING	TESTING	28.50
MIDWEST TAPE	SUPPLIES	71.22
MODERN MARKETING	SUPPLIES	493.84
MORRISON, RONDA	SERVICE	1,740.00
MUTUAL OF OMAHA	INSURANCE	251.93
NHS OF THE BLACK HILLS	SERVICE	3,000.00
NORTHWEST PIPE FITTINGS	SUPPLIES	1,835.56
ONSITE FIRST AID	SUPPLIES	117.78
OTIS ELEVATOR	MAINTENANCE	835.05
PETE LIEN & SONS	SUPPLIES	430.68
QUADIANT FINANCE USA	POSTAGE	500.00
QUADIANT LEASING USA	LEASE	245.46
QUIK SIGNS	PROJECT	3,013.58
QUILL	SUPPLIES	86.70
RAMKOTA HOTEL	CONFERENCE	77.00
RASMUSSEN	SUPPLIES	385.36
SANDER SANITATION	SERVICE	14,348.90
SCHMIDT, WILLIAM	PROJECT	2,470.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DENR	SERVICE	650.00
SD DEPT. OF REVENUE	TAX	11,205.33

**REGULAR MEETING, AUGUST 21, 2023**

DEPT. OF REVENUE	LICENSE	375.00
SERVALL	SUPPLIES	1,896.27
SHAFER, DANIELLE	REIMBURSEMENT	747.33
SIMON MATERIALS	SUPPLIES	340.21
SODAK TITLE	SERVICE	120.00
SPEARFISH BUILDING	SUPPLIES	293.84
STREICHER'S	AMMUNITION	1,898.74
TOMS, DON	PROJECT	600.00
TRITECH SOFTWARE SYSTEMS	LICENSE	2,800.07
TRUGREEN	SERVICE	3,283.91
TWIN CITY HARDWARE	SUPPLIES	2,762.85
TWIN CITY HARDWARE	GRANT	2,271.93
ULINE	SUPPLIES	768.39
VANWAY TROPHY	SUPPLIES	203.80
VERIZON CONNECT NWF	SERVICE	92.95
VERIZON WIRELESS	SERVICE	707.66
VIEHAUSER ENTERPRISES	SERVICE	16.00
VIGILANT BUSINESS SOLUTION	SERVICE	1,533.50
WARNE CHEMICAL	SUPPLIES	1,900.00
WESTERN STATES FIRE	SERVICE	975.00

Total \$300,455.60

**ITEMS FROM CITIZENS ON AGENDA****Thank you**

Travis Rogers, on behalf of the Days of '76 Committee, thanked the Commission and City of Deadwood for their support with the Days of '76 Events. Commission expressed appreciation to the Days Committee.

**Proclamations**

The Mayor read a proclamation declaring the month of September as Responsible Gaming Education Month in Deadwood.

**CONSENT**

Struble moved, Martinisko seconded to omit item 6A for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Removed for separate consideration in New Business
- B. Approve Personnel Policy 10.31 Drug and Alcohol Policy
- C. Approve Personnel Police 6.7.10 Policy Academy Travel
- D. Resolution 2023-18 Surplus Fire Equipment and Donate
- E. Permission to make second-half of 2023 budget allocation to Deadwood Lead Economic Development in the amount of \$24,000.00 from Bed and Booze Fund.
- F. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Saturday, September 9, 2023 from 4:00 p.m. to 10:00 p.m. for Motocross Events. No public hearing necessary since license is on publicly owned property.
- G. Permission to purchase and install vinyl flooring in Archaeological Laboratory from Hills Interiors in an amount not to exceed \$2,800.00. (To be paid by HP Capital Assets).
- H. Permission for letter to be sent to South Dakota Department of Agriculture and Natural Resources regarding optional sanitary sewer connections for Phase III of Stage Run development.
- I. Permission to purchase four MSA SCBA cylinders from Macqueen Equipment in the amount of \$3,468.02. (To be paid by Fire Dept. Equipment budget.)
- J. Permission to purchase fire hose from M&T Fire and Safety at a cost not to exceed \$4,000.00. (To be paid by Fire Dept. Supplies budget.)
- K. Permission to purchase 5500 gallons of fuel at \$3.45 per gallon from Southside Oil.

**PUBLIC HEARINGS****License**

Public hearing was opened at 5:07 p.m. by Mayor David Ruth Jr. Nick Bennett, Dakota Shivers Brewing, was available to answer questions, hearing closed. Martinisko moved, Johnsons seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License for Dakota Shivers Brewing, LLC dba Tootsie's Taproom at 667 Main Street Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, AUGUST 21, 2023**Licenses

Public hearing was opened at 5:08 p.m. by Mayor David Ruth Jr. Levi Venner, Black Hills Provisions, was available to answer questions, hearing closed. Todd moved, Struble seconded to approve Retail (on-off sale) Malt Beverage and Retail (on-off sale) Wine Licenses for Black Hills Provisions LLC, dba Maynard's at 696 Main Street. Roll Call: Aye-All. Motion carried.

Transfer

Public hearing was opened at 5:09 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Struble seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License Transfer from Shelby Clarkson to Terzo Spazio dba Pump House Coffee and Eatery at 73 Sherman Street. Roll Call: Aye-All. Motion carried.

Moto Show

Public hearing was opened at 5:10 p.m. by Mayor David Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed. Struble moved, Todd seconded to approve open container Saturday, September 9, 2023 from 4:00 p.m. to 10:00 p.m. at Event Complex; and waiver of user fees Wednesday, September 6 through Monday, September 11, 2023 at the Event Complex. Roll Call: Aye-All. Motion carried.

Fair in the Square

Public hearing was opened at 5:12 p.m. by Mayor David Ruth Jr. Bobby Rock, Outlaw Square, was available to answer questions. Discussion was held concerning overlapping with Farmers Market at Gordon Park. Martinisko moved, Johnson seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from noon on Friday, September 8 to 9:00 p.m. on Saturday, September 9, 2023. Roll Call: Aye-All. Motion carried.

Permit

Public hearing was opened at 5:14 p.m. by Mayor David Ruth Jr. Kuchenbecker stated Planning and Zoning approved conditional use permit for a vacation home establishment at 36 Water Street with conditions, hearing closed.

Permit

Public hearing was opened at 5:15 p.m. by Mayor David Ruth Jr. Kuchenbecker stated Planning and Zoning approved conditional use permit for a vacation home establishment at 64 Cliff Street with conditions, hearing closed.

**NEW BUSINESS**Resignation

Commissioner Martinisko stated Dave Bruce withdrew his resignation as Planning & Zoning Commissioner. Martinisko moved, Johnson seconded to reject resignation of Dave Bruce as Planning & Zoning Commissioner effective August 31, 2023. Roll Call: Aye-All. Motion carried.

Second Reading

McKeown stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1382 Creating Chapter 2.04.200 Introduction and Adoption of Annual Municipal Budget. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1383 amending Planned Unit Development (PUD) Boundaries for the Stage Run PUD. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker stated no changes between first and second reading. Johnson moved, Struble seconded to approve second reading of Ordinance #1384 for Change of Zoning within the Stage Run Planned Unit Development. Discussion was held concerning commercial highway. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, AUGUST 21, 2023**Second Reading

Kuchenbecker stated no changes between first and second reading. Martinisko moved, Struble seconded to approve second reading of Ordinance #1385 for a Change of Zoning within the Planned Unit Development at The RIDGE at Deadwood. Roll Call: Aye-All. Motion carried.

Conditional Use Permit

Martinisko moved, Johnsons seconded to Act as Board of Adjustment and approve with conditions the Conditional Use Permit - Vacation Home Establishment - 36 Water Street - Deadwood Rentals, LLC (Trinity Conrad) with the following conditions: Conditional Use Permit runs with the applicant and not the land, proof of a state tax number shall be provided to the Planning and Zoning Office, proof that the Building Inspector has inspected the building and it meets all the building codes, City water and sewer rates to be changed from residential to commercial rates, proper paperwork is file with the City of Deadwood Finance Officer for BID taxes, proof of City of Deadwood Business License, Obtain lodging license after inspection from the SD Dept. of Health without changing the historic character of the resource and all parking shall be off street. Legally described as: Tract A, an 8' Platted Alley and a Portion of Lot R-1 of the City of Deadwood Railroad Property all Located in the Hillsdale Addition to the City of Deadwood, in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota; and, Tract B-1, McGovern Hill Addition of the City of Deadwood, Located in the NW1/4NW1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Conditional Use Permit

Struble moved, Todd seconded to Act as Board of Adjustment and approve with conditions the Conditional Use Permit - Vacation Home Establishment - 64 Cliff Street - Owson Properties, LLC (Mike and Kat Sneesby) with the following conditions: Conditional Use Permit runs with the applicant and not the land, proof of a state tax number shall be provided to the Planning and Zoning Office, proof that the Building Inspector has inspected the building and it meets all the building codes, City water and sewer rates to be changed from residential to commercial rates, proper paperwork is file with the City of Deadwood Finance Officer for BID taxes, proof of City of Deadwood Business License, Obtain lodging license after inspection from the SD Dept. of Health without changing the historic character of the resource and all parking shall be off street. Legally described as: Lot X2 of Riverside Addition City of Deadwood, Lawrence County, South Dakota Formerly Lot X of Riverside Addition Locate in the NE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Final Plat

Kuchenbecker spoke about the plat. Johnson moved, Struble seconded to Act as Board of Adjustment and approve the Final Plat - Adjusting Property Lines - 1 Katon Drive - Kraft Family Living Trust and Terry and Dawn Bahr legally described as: Plat of Lot 3R-1 Revised of Katon Subdivision Formerly Lot 3R-1 of Katon Subdivision, Lot AB1 of Placer 58, Lot AB1 of Placer Claim 57 and Lot 1 of the Subdivision of Tract E-1 being a portion of Placer M.S. 57, Placer M.S. 58 and Hillside Placer M.S. 749 Located in the SE1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota and Plat of Lot 1 Revised of the Subdivision of Tract E-1 Formerly Lot 1 of the Subdivision of Tract E1 Being a Portion of Hillside Placer M.S. 749 Located in the SE1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Sculpture (continued from August 7, 2023)

Commissioner Johnson spoke about the Calamity Jane sculpture. Discussion was held since last meeting and location has been changed to Outlaw Square near the Gazebo. Martinisko moved, Johnson seconded to grant permission to place Calamity Jane Sculpture in Outlaw Square. Roll Call: Aye-All. Motion carried.

Grant

Fire Chief Hamann spoke about the grant. Todd moved, Struble seconded to grant permission for Fire Department to apply for SD Wildland VFA grant (90/10 match) to purchase ten sets of personnel protective gear. City portion not to exceed \$3,000.00 and to be paid by Fire Dept. Public Safety budget. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, AUGUST 21, 2023**

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Robin Schiro, Mineral Palace employee, wanted the Commission to be aware of individuals posing as IRS Investigators or FBI in the gaming casinos hacking into systems and vandalizing hotel rooms. She indicated she has been communicating with the Governor’s Office and Gaming Commission.

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

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:39 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 Tuesday, September 5, 2023 at 5:00 p.m.

After coming out of executive session at 6:10 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

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

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

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

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



01/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 111 COMMISSION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1331	SD MUNICIPAL LEAGUE					
		I-08/30/23	101-4111-427	TRAVEL REGIS.FEE/SDML CONF/MARTINISKO	000000	125.00
				DEPARTMENT 111 COMMISSION	TOTAL:	125.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/23	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-0742	ODP BUSINESS SOLUTIONS					
		I-322172748001	101-4142-426	SUPPLIES COPY PAPER - FINANCE	000000	227.58
01-1171	A & B BUSINESS SOLUTION					
		I-IN1080643	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	163.34
01-1331	SD MUNICIPAL LEAGUE					
		I-08/30/23	101-4142-427	TRAVEL REGIS.FEE-SDML CONF./MCKEOWN	000000	100.00
01-3877	MUTUAL OF OMAHA					
		I-001577047977	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	26.76
01-4711	AMAZON CAPITAL SERVICES					
		I-1NNT-DTXM-JNFC	101-4142-426	SUPPLIES CALCULATOR - FINANCE	000000	72.26
		I-1YKK-H4VY-9DFL	101-4142-426	SUPPLIES FINANCE SUPPLIES	000000	58.96
				DEPARTMENT 142 FINANCE	TOTAL:	3,735.61
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/23	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,553.35
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 08/24/23	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	18.15
		I-NAT GAS 08/24/23	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	153.54
		I-NAT GAS 08/24/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	55.44
		I-NAT GAS 08/24/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	55.44
		I-NAT GAS 08/24/23	101-4192-428-04	UTILITIES - C CITY HALL	000000	71.51
		I-NAT GAS 08/24/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	73.69
		I-NAT GAS 08/24/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	19.37
		I-NAT GAS 08/24/23	101-4192-428-09	UTILITIES - H HARCC	000000	56.70
		I-NAT GAS 08/24/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	18.15
		I-NAT GAS 08/24/23	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	18.79
		I-NAT GAS 08/24/23	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	1,941.02
		I-NAT GAS 08/24/23	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	17.60
		I-NAT GAS 08/24/23	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	59.76
		I-NAT GAS 08/24/23	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	18.79
		I-NAT GAS 08/24/23	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	62.55
		I-NAT GAS 08/24/23	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	63.81

07/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2307-258150	101-4192-425-21	REPAIRS - WEL FLAT BOTTOM SCOOP/WELCOME	000000	12.99
		I-2308-258750	101-4192-426-07	SUPPLIES - FI COUPLING/FIRE HALL	000000	1.79
		I-2308-258830	101-4192-425-21	REPAIRS - WEL FASTENERS/WELCOME CENTER	000000	1.70
		I-2308-259866	101-4192-425-08	REPAIRS - HIS CERAMIC UNIT LONG PKG/HISTORY	000000	24.99
		I-2308-260026	101-4192-426-10	SUPPLIES - LI PACK AA-C PROCELL BATTERY/LIBR	000000	39.98
		I-2308-260337	101-4192-425-15	REPAIRS - TRO TUBE PACK-QUANTITY FIX/TROLLEY	000000	34.99
		I-2308-260376	101-4192-426-13	SUPPLIES - RE (2) KNIT CONT 1ST COVER/REC	000000	12.98
		I-2308-260891	101-4192-425-19	REPAIRS - GAT 80 OZ MAX DRAIN CLEANER/GATEWA	000000	10.99
		I-2308-261476	101-4192-426	SUPPLIES FASTENERS/PUB BLDGS	000000	8.55
		I-2308-261484	101-4192-425-08	REPAIRS - HIS DEEP CLNR-FRESHENER-LUB/HISTO	000000	102.93
01-1266	WELLS PLUMBING & FARM S					
		I-1-4000607-01	101-4192-425-24	REPAIRS - OUT TEE-BUSHING-NIPPLE-CPLING/OSQ	000000	195.44
01-1502	BLACK HILLS CHEMICAL					
		I-253198	101-4192-426	SUPPLIES TP-MULTI FOLD TOWEL/PB	000000	146.46
		I-253671	101-4192-426	SUPPLIES TP-ROLL TOWEL-30 GAL BAGS/PB	000000	794.94
01-1558	ECOLAB PEST ELIMINATION					
		I-3201569	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	112.81
01-2715	SPEARFISH BUILDING & SU					
		I-48993	101-4192-425-08	REPAIRS - HIS ULTRA EGG BASE-ROLLER COVER/HI	000000	133.05
01-3421	S AND C CLEANERS					
		I-08/30/23 INV 140	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-08/30/23 INV 140	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-08/30/23 INV 140	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-08/30/23 INV 140	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-08/30/23 INV 140	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-08/30/23 INV 140	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-08/30/23 INV 275	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-08/30/23 INV 275	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	0.00
		I-08/30/23 INV 275	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-08/30/23 INV 275	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-08/30/23 INV 275	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	558.00
		I-08/30/23 INV 275	101-4192-422-03	PROFESSIONAL BALLPARK BATHROOMS	000000	270.00
		I-08/30/23 INV 275	101-4192-422-11	PROFESSIONAL GORDON PARK	000000	558.00
01-3506	ALSCO					
		I-LCAS1531174	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	120.98
		I-LCAS1531175	101-4192-422-14	PROFESSIONAL MATS-BAGS-TOWELS/STREETS	000000	126.48
		I-LCAS1531176	101-4192-422-11	PROFESSIONAL MATS-BAGS-TOWELS/PARKS	000000	82.14
		I-LCAS1531177	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	35.58
		I-LCAS1531178	101-4192-422-08	PROFESSIONAL- MATS-MOP-BAGS-TOWELS/HISTORY	000000	91.21
		I-LCAS1531179	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	55.84
		I-LCAS1531180	101-4192-422-04	PROFESSIONAL MATS-MOPS-TOWELS/CITY HALL	000000	201.25
		I-LCAS1531181	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51

9/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3506	ALSCO			continued		
		I-LCAS1533468	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	123.85
		I-LCAS1533469	101-4192-422-14	PROFESSIONAL MATS-BAGS-TOWELS/STREETS	000000	127.89
		I-LCAS1533470	101-4192-422-11	PROFESSIONAL MOPS-BAGS-TOWELS/PARKS	000000	82.43
		I-LCAS1533471	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	36.48
		I-LCAS1533472	101-4192-422-08	PROFESSIONAL- MOP-MATS-BAG-TOWELS/HISTORY	000000	76.98
		I-LCAS1533473	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	56.74
		I-LCAS1533474	101-4192-422-04	PROFESSIONAL MATS-, OPS-TOWELS/CITY HALL	000000	174.73
		I-LCAS1533475	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1534629	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	209.20
		I-LCAS1534629	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	0.00
		I-LCAS1535700	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	128.00
		I-LCAS1535701	101-4192-422-14	PROFESSIONAL MATS-BAGS-TOWELS/STREETS	000000	130.86
		I-LCAS1535702	101-4192-422-11	PROFESSIONAL MOPS-BAGS-TOWELS/PARKS	000000	83.68
		I-LCAS1535703	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	37.73
		I-LCAS1535704	101-4192-422-08	PROFESSIONAL- MOP-MATS-BAG-TOWELS/HISTORY	000000	79.18
		I-LCAS1535705	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	58.28
		I-LCAS1535706	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS/CITY HALL	000000	177.39
		I-LCAS1535707	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1536896	101-4192-422-13	PROFESSIONAL MATS/RECCENTER	000000	209.20
		I-LCAS1538075	101-4192-422-14	PROFESSIONAL MATS-BAGS-TOWELS/STREETS	000000	97.15
		I-LCAS1538076	101-4192-422-11	PROFESSIONAL MOPS-BAGS-TOWELS/PARKS	000000	57.34
		I-LCAS1538077	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	23.00
		I-LCAS1538078	101-4192-422-08	PROFESSIONAL- MOP-MATS-BAG-TOWELS/HISTORY	000000	76.98
		I-LCAS1538079	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	42.79
		I-LCAS1538080	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS/CITY HALL	000000	174.73
		I-LCAS1538081	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1539242	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	209.20
		I-LCAS1540364	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	88.93
		I-LCAS1540365	101-4192-422-14	PROFESSIONAL MATS-BAGS-TOWELS/STREETS	000000	99.02
		I-LCAS1540366	101-4192-422-11	PROFESSIONAL MOPS-BAGS-TOWELS/PARKS	000000	58.56
		I-LCAS1540367	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	23.53
		I-LCAS1540368	101-4192-422-08	PROFESSIONAL- MOP-MATS-BAG-TOWELS/HISTORY	000000	78.33
		I-LCAS1540369	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	43.62
		I-LCAS1540370	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS/CITY HALL	000000	177.71
		I-LCAS1540371	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	63.45
		I-LCAS1541569	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	209.20
		I-LCAS1542717	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	87.13
		I-LCAS1542718	101-4192-422-14	PROFESSIONAL MATS-MOP-TOWELS/STREETS	000000	97.15
		I-LCAS1542719	101-4192-422-11	PROFESSIONAL MOPS-BAGS-TOELS/PARKS	000000	57.34
		I-LCAS1542720	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	23.00
		I-LCAS1542721	101-4192-422-08	PROFESSIONAL- MATS-MOP-BAG-TOWELS/HISTORY	000000	76.98
		I-LCAS1542722	101-4192-422-07	PROFESSIONAL MOP-BAG-TOWELS/FIRE HALL	000000	42.79
		I-LCAS1542723	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS/CITY HALL	000000	174.73
		I-LCAS1542724	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1543907	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	215.48
		I-LCAS1545042	101-4192-422-15	PROFESSIONAL FINANCE CHARGE/TROLLEY	000000	5.55
		I-LCAS1545043	101-4192-422-14	PROFESSIONAL FINANCE CHARGE/STREETS	000000	5.73
		I-LCAS1545044	101-4192-422-11	PROFESSIONAL FINANCECHARGE/PARKS	000000	3.69

PACKET: 06299 COMBINED - 9/6/23  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 192 PUBLIC BUILDINGS  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3506	ALSCO	continued					
		I-LCAS1545045	101-4192-422-10	PROFESSIONAL FINANCE CHARGE/LIBRARY	000000	1.63	
		I-LCAS1545046	101-4192-422-08	PROFESSIONAL- FINANCE CHARGE/HISTORY	000000	3.67	
		I-LCAS1545047	101-4192-422-07	PROFESSIONAL FINANCE CHARGE/FIRE HALL	000000	2.54	
		I-LCAS1545048	101-4192-422-04	PROFESSIONAL FINANCE CHARGE/CITY HALL	000000	8.22	
		I-LCAS1545049	101-4192-422-21	PROFESSIONAL FINANCE CHARGE/WELCOME CENTER	000000	2.80	
		I-LCAS5138074	101-4192-422-15	PROFESSIONAL MATS-TOWELS/TROLLEY	000000	87.13	
01-3838	BLUEPEAK						
		I-TELEPHONE 08/14/23	101-4192-428	UTILITIES PARKING RAMP	000000	148.13	
		I-TELEPHONE 08/14/23	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50	
		I-TELEPHONE 08/14/23	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,778.01	
		I-TELEPHONE 08/14/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	328.29	
		I-TELEPHONE 08/14/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33	
		I-TELEPHONE 08/14/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	748.07	
		I-TELEPHONE 08/14/23	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	0.00	
		I-TELEPHONE 08/14/23	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00	
		I-TELEPHONE 08/14/23	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.39	
		I-TELEPHONE 08/14/23	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	763.61	
		I-TELEPHONE 08/14/23	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	159.98	
01-3877	MUTUAL OF OMAHA						
		I-001577047977	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	19.25	
01-4057	VIEHAUSER ENTERPRISES,						
		I-47728	101-4192-426-10	SUPPLIES - LI ASSA 140 BBA2-7 KEY/LIBRARY	000000	16.00	
01-4957	ONSITE FIRST AID, LLC						
		I-2914	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	98.15	
		I-2915	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	21.90	
		I-2916	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	23.80	
		I-2919	101-4192-422-21	PROFESSIONAL FIRST AID SUPPLIES/WELCOME	000000	146.50	
		I-2920	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	146.75	
		I-2921	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/POLICE	000000	50.80	
		I-2922	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	72.75	
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 27,924.21	
01-4711	AMAZON CAPITAL SERVICES						
		I-1YKK-H4VY-9DFL	101-4193-426	SUPPLIES ZOOM ROOM SUPPLIES	000000	40.93	
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 40.93	
01-0433	WELLMARK BLUE CROSS BLU						
		I-09/01/23	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,347.88	
01-0578	TWIN CITY HARDWARE & LU						

Section 4 Item a.

PACKET: 06299 COMBINED - 9/6/23  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 210 POLICE  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0578	TWIN CITY HARDWARE & LU	continued					
		I-2308-260604	101-4210-425	REPAIRS AA BATTERIES - POLICE DPT	000000	45.98	
01-0804	SCOTT PETERSON MOTORS						
		I-6008067/1	101-4210-425	REPAIRS RPLCD FR BRKS/RESURF.MOTORS-PD	000000	524.01	
01-1331	SD MUNICIPAL LEAGUE						
		I-08/30/23	101-4210-427	TRAVEL REGIS.FEE-SDML CONF. /SHAFFER	000000	65.00	
01-1653	STURDEVANT'S AUTO PARTS						
		I-832014154	101-4210-425	REPAIRS HZ BATTERY ASM AGM/STREETS	000000	265.61	
		I-832014189	101-4210-425	REPAIRS ACCESS.& SERP.BELTS/ POLICE	000000	103.27	
01-1725	QUILL CORPORATION						
		I-34207552	101-4210-426	SUPPLIES PADDED ENVELOPES - P D	000000	10.76	
		I-34217714	101-4210-422	PROFESSIONAL MEMOS,NOTE PADS,STPLS - PD	000000	108.43	
01-1827	MS MAIL & MARKETING						
		I-13879	101-4210-426	SUPPLIES RECEIPT BOOKS - POLICE	000000	60.00	
01-3135	A - Z SHREDDING, INC.						
		I-41392082223	101-4210-422	PROFESSIONAL SHREDDING DOCUMENTS - POLICE	000000	28.20	
01-3877	MUTUAL OF OMAHA						
		I-001577047977	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	125.55	
01-4195	MARCO						
		I-34691702	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	164.98	
01-5034	STURGIS RESPONDER SUPPL						
		I-2602	101-4210-426	SUPPLIES STREAMLIGHT PROTAC USB - PD	000000	71.90	
01-5133	BLUE TO GOLD, LLC						
		I-GIL-23-IGS0003	101-4210-427	TRAVEL REGIS.-ADV.SRCH/SEIZ-PD TRAIING	000000	450.00	
					DEPARTMENT 210 POLICE	TOTAL: 15,371.57	
01-0433	WELLMARK BLUE CROSS BLU						
		I-09/01/23	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38	
01-0578	TWIN CITY HARDWARE & LU						
		I-2307-257378	101-4221-426	SUPPLIES 5 GAL GAS CAN - FIRE DEPT	000000	27.99	
		I-2308-260900	101-4221-426	SUPPLIES 2 RATCHETS-TRK #4 - FIRE DEPT	000000	64.98	
		I-2308-261318	101-4221-434	MACHINERY/EQU HOSE TESTER - FIRE DEPT	000000	1.44	
01-1653	STURDEVANT'S AUTO PARTS						
		I-832012942	101-4221-426	SUPPLIES MAG 1 12 OZ LEAD-RESCUE 3/FIR	000000	3.99	
		I-832013124	101-4221-426	SUPPLIES AIR HOSE - FIRE DEPT	000000	34.90	

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 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-832013370	101-4221-426	SUPPLIES FUEL LINE/PCV/EEC - LADDER#5	000000	4.38
		I-832013378	101-4221-426	SUPPLIES HOSE MENDER, FUEL LINE-LADDER#5	000000	11.37
01-1758	GLOVER, WILLIAM					
		I-08/15/23	101-4221-427	TRAVEL TRVL REIMB-INSPECT FIRE ENG-SF	000000	40.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-08/26/23	101-4221-434	MACHINERY/EQU REIMB-CAF'S 8 PUMP REPAIR/INTL	000000	306.10
		I-08/27/23	101-4221-422	PROFESSIONAL STAFFING - KOOL DWD NITES	000000	1,320.00
01-3056	NORTHERN HILLS TECHNOLO					
		I-9668706	101-4221-422	PROFESSIONAL PRINTER/NETWORK SVCS-FIRE DEPT	000000	90.00
01-3170	MED-TECH RESOURCE LLC					
		I-142971	101-4221-434	MACHINERY/EQU DEFIB PADZ FOR AED - FIRE DEPT	000000	100.46
01-3720	SD DEPT. OF PUBLIC SAFE					
		I-NSN#8415002598718	101-4221-434	MACHINERY/EQU FIREFIGHTERS SHIRTS & PANTS	000000	1,381.53
01-3877	MUTUAL OF OMAHA					
		I-001577047977	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	8.25
01-4682	ROBITAILLE, PAUL					
		I-08/15/23	101-4221-427	TRAVEL TRVL REIMB-INSPECT FIRE ENG-SF	000000	40.00
01-5058	FETTER, CHARLES					
		I-08/15/23	101-4221-427	TRAVEL TRVL REIMB-INSPECT FIRE ENG/SF	000000	431.68
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,506.45
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/23	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1331	SD MUNICIPAL LEAGUE					
		I-08/30/23	101-4232-427	TRAVEL REGIS.FEE-SDML CONF./MCGRATH	000000	65.00
		I-08/30/23	101-4232-427	TRAVEL REGIS.FEE-SDML CONF./ MOHR	000000	100.00
01-3877	MUTUAL OF OMAHA					
		I-001577047977	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	8.24
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 812.62
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/23	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,021.33
01-0575	SOUTHSIDE OIL					

PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0575	SOUTHSIDE OIL	continued				
		I-099106	101-4310-426	SUPPLIES 10% ETHANOL FUEL/STREETS	000000	18,978.45
01-0578	TWIN CITY HARDWARE & LU					
		I-2307-257493	101-4310-426	SUPPLIES FOLDABLE EARMUFFS/STRETS	000000	26.99
		I-2307-257630	101-4310-426	SUPPLIES (4) .5 CUFT PEA GRAVEL/STRTS	000000	27.96
		I-2308-258361	101-4310-426	SUPPLIES 2PK D ALKALINE BATTERY/STRTS	000000	7.49
		I-2308-258638	101-4310-426	SUPPLIES MAG SCREWDRIVER-SQUARE BIT/STR	000000	17.06
		I-2308-258661	101-4310-426	SUPPLIES (6) YELLOW STRIPING PAINT/STRT	000000	77.94
		I-2308-258903	101-4310-426	SUPPLIES (5) DELINEATOR U-POST/STREETS	000000	94.95
		I-2308-259401	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	3.79
		I-2308-259584	101-4310-426	SUPPLIES MULTI PURPOSE CEMENT/STREETS	000000	19.99
		I-2308-260235	101-4310-426	SUPPLIES COUPLING-PVC ELBOW/STRTS	000000	54.97
		I-2308-261465	101-4310-426	SUPPLIES GRAY SPRAY PAINT-TAPPER/STRTS	000000	61.86
		I-2308-261830	101-4310-426	SUPPLIES FLY SWATTER-ENVELOPE/STRTS	000000	39.46
		I-2308-262460	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	2.99
01-0684	NORTHWEST PIPE FITTINGS					
		I-1443957	101-4310-422-01	TIMM LANE BRI 40 RIGID CONDUIT-PVC CONDUIT/S	000000	204.58
		I-1444735	101-4310-422-01	TIMM LANE BRI MCDONALD REPAIR LID/WATER	000000	199.93
01-1171	A & B BUSINESS SOLUTION					
		I-IN079690	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	73.64
01-1411	BARRY'S ELECTRIC SERVIC					
		I-10807	101-4310-422-01	TIMM LANE BRI POWER TRANSFER/TIMM LANE	000000	951.50
01-1653	STURDEVANT'S AUTO PARTS					
		I-0832013461	101-4310-426	SUPPLIES BRUSKEE-GAUGE-VAC-FREON/STRTS	000000	905.80
		I-832012740	101-4310-426	SUPPLIES ISO 22 HTC EXTREME/STREETS	000000	213.07
		I-832012762	101-4310-426	SUPPLIES MOLDED COOLANT HOSE/STRTS	000000	7.37
		I-832012775	101-4310-426	SUPPLIES PERMATEX #14 THREAD/STREETS	000000	10.99
		I-832012925	101-4310-426	SUPPLIES PLASTIC DOME CAP/STREETS	000000	1.79
		I-832013216	101-4310-426	SUPPLIES 1/4 DR MICRO SWIV RAT/STREETS	000000	19.95
		I-832013419	101-4310-426	SUPPLIES BLADE FUSE/STREETS	000000	28.35
		I-832014065	101-4310-426	SUPPLIES 64 OZ DIESEL DEEP CLEAN/STRTS	000000	65.99
		I-832014691	101-4310-426	SUPPLIES HYDRAULIC FLARING/STREETS	000000	524.30
		I-832014888	101-4310-426	SUPPLIES THERMOSTAT-GASKET-SEAL/STRTS	000000	13.06
		I-832014938	101-4310-426	SUPPLIES (3) ANTI FREEZE/STREETS	000000	72.84
		I-832014979	101-4310-426	SUPPLIES WATER PUMP/STREETS	000000	108.04
01-1827	MS MAIL & MARKETING					
		I-14092	101-4310-422	PROFESSIONAL BUSINESS CARDS/RHONDA STRTS	000000	8.33
01-1891	DIAMOND VOGEL PAINT CEN					
		I-775253552	101-4310-426	SUPPLIES FILTER SUPPORT-TSL FLUID/STRTS	000000	42.60
01-2688	ENVIRONMENTAL EQUIPMENT					
		I-23267	101-4310-426	SUPPLIES HEAVY DUTY HOSE/STREETS	000000	589.56

01/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUSINESS PRODUC	I-688917	101-4310-426	SUPPLIES COPIER RENTAL	000000	49.50
01-3877	MUTUAL OF OMAHA	I-001577047977	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	44.00
01-4356	THE UPS STORE #5137	I-08/25/23 UPS INV	101-4310-422	PROFESSIONAL SHIPPING CHARGES/STREETS	000000	34.03
01-4957	ONSITE FIRST AID, LLC	I-2917	101-4310-426	SUPPLIES SAFETY GLASSES READERS/STRTS	000000	15.90
DEPARTMENT 310 STREETS					TOTAL:	28,620.35
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,660.71
01-0578	TWIN CITY HARDWARE & LU	C-2308-260817	101-4520-426	SUPPLIES RETURN CLEANOUT ADAPTER/PARKS	000000	27.99-
		I-2307-258187	101-4520-426	SUPPLIES BALL MT ADAPT-RECEIV LOCK/PARK	000000	64.98
		I-2308-258410	101-4520-426	SUPPLIES MARKING PAINT-ALKAL BATTERY/PA	000000	70.95
		I-2308-258675	101-4520-426	SUPPLIES RATCHET-ANGLE BROOM/PARKS	000000	57.98
		I-2308-259460	101-4520-426	SUPPLIES (15) BAGS CONCRETE MIX/PARKS	000000	89.85
		I-2308-259654	101-4520-425	REPAIRS FASTENERS/PARKS	000000	11.94
		I-2308-260776	101-4520-426	SUPPLIES DWV FEMALE ADAPTER/PARKS	000000	31.99
		I-2308-260822	101-4520-426	SUPPLIES STAPLES-FLIP KNIFE-SOIL/PARKS	000000	74.91
		I-2308-261299	101-4520-426	SUPPLIES 10 GAL GLVNZD GARB PAIL/PARKS	000000	65.98
		I-2308-261800	101-4520-426	SUPPLIES SILVER DUCT TAPE-TOPSOIL/PARKS	000000	50.92
		I-2308-261925	101-4520-426	SUPPLIES 2X4-HOSE REPAIR-NOZZLE/PARKS	000000	104.92
		I-2308-262493	101-4520-426	SUPPLIES (3) GAL CLR BS EXT PAINT/PARKS	000000	188.97
01-1171	A & B BUSINESS SOLUTION	I-IN1079689	101-4520-426	SUPPLIES CONTRACT BASE RATE/PARKS	000000	153.80
01-1653	STURDEVANT'S AUTO PARTS	I-832013377	101-4520-426	SUPPLIES MECHANIX FASFIT GLOVES/PARKS	000000	151.92
		I-832013716	101-4520-426	SUPPLIES MINIATURE LAMP/PARKS	000000	2.95
		I-832013942	101-4520-426	SUPPLIES HALOGEN STAND-LED RED/PARKS	000000	54.00
		I-832014751	101-4520-426	SUPPLIES PRIME GR-DIAGONAL PLIERS/PARKS	000000	99.92
		I-832014824	101-4520-425	REPAIRS FUEL INJECTION THROT/PARKS	000000	243.28
01-1798	CHAINSAW CENTER/DAKOTA	I-1407243	101-4520-426	SUPPLIES TRIM LINE-LINE CUT-COVER/PARKS	000000	114.79
01-1827	MS MAIL & MARKETING	I-14092	101-4520-422	PROFESSIONAL BUSINESS CARDS/RHONDA PARKS	000000	8.33
01-3314	CENTURY BUSINESS PRODUC					



PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUSINESS PRODUC	continued				
		I-688917	101-4520-426	SUPPLIES COPIER RENTAL	000000	49.51
01-3877	MUTUAL OF OMAHA					
		I-001577047977	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	45.38
01-4669	KUBOTA LEASING					
		I-10/01/23 INVOICE	101-4520-434	MACHINERY/EQU SKID STEER QTRLY PYMT/PARKS	000000	1,251.16
01-4711	AMAZON CAPITAL SERVICES					
		I-1HXP-46TP-RM3C	101-4520-426	SUPPLIES MINI PADLOCKS WITH 3 KEYS/PARK	000000	27.98
		I-1RMG-7XNK-4L1X	101-4520-426	SUPPLIES 20 PCS 25 MM MINI PADLOCKS/PAR	000000	27.99
01-5018	HILLS SEPTIC SERVICE GO					
		I-102855	101-4520-422	PROFESSIONAL PUMP DBL VAULT TOILET/PARKS	000000	530.00
DEPARTMENT 520 PARKS					TOTAL:	9,207.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/23	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,279.06
01-1331	SD MUNICIPAL LEAGUE					
		I-08/30/23	101-4640-427	TRAVEL REGIS.FEE/SDML CONF./KUCHENBEC	000000	125.00
01-1827	MS MAIL & MARKETING					
		I-14092	101-4640-422	PROFESSIONAL BUSINESS CARDS/CINDY P&Z	000000	35.00
01-3314	CENTURY BUSINESS PRODUC					
		I-688917	101-4640-426	SUPPLIES COPIER RENTAL	000000	49.51
01-3877	MUTUAL OF OMAHA					
		I-001577047977	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4711	AMAZON CAPITAL SERVICES					
		I-1JTN-TT4J-X6GK	101-4640-426	SUPPLIES KEYBOARD-MOUSE/P&Z	000000	56.75
		I-1LVF-TR3X-PGYF	101-4640-426	SUPPLIES RULER-SCISSORS-ORGANIZER/P&Z	000000	82.38
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	1,642.55
FUND 101 GENERAL FUND					TOTAL:	91,986.41

PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1171	A & B BUSINESS SOLUTION	I-IN1080006	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	67.30
01-1562	MIDWEST TAPE, LLC	I-504225663	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
01-3877	MUTUAL OF OMAHA	I-001577047977	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	5.36
01-4711	AMAZON CAPITAL SERVICES	C-1PDH-NGR3-HK4M	206-4550-434	COLLECTION DE CR FOR BOOK RETURN - LIBRARY	000000	14.34-
		I-1CKC-FHN6-66XQ	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	213.81
		I-1CKC-FHN6-66XQ	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	37.48
		I-1FLG-LHG9-XTFF	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	28.27
		I-1HFH-3PJP-1J4L	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	71.44
		I-1HFH-3PJP-1J4L	206-4550-426	SUPPLIES PARCHMT PAPER,TAPE - LIBRARY	000000	24.94
		I-1TPP-L4HV-MHMJ	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	139.46
01-4858	MODERN MARKETING	I-MMI152435	206-4550-424	PROGRAMMING GLOW BRACELETS-CHILD'S/LIBRARY	000000	629.38
DEPARTMENT 550 LIBRARY					TOTAL:	1,864.97
FUND 206 LIBRARY FUND					TOTAL:	1,864.97

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,181.32
01-0578	TWIN CITY HARDWARE & LU	I-2308-259592	209-4510-426	SUPPLIES CORRECTION TAPE/REC CENTER	000000	7.99
		I-2308-261123	209-4510-426	SUPPLIES PRO DEEP CLEANER/REC CENTER	000000	26.99
		I-2308-262271	209-4510-426	SUPPLIES MURIATIC ACID-VINEGAR/REC	000000	36.56
		I-2308-262282	209-4510-425	REPAIRS 50 FT CTD CABLE/REC CENTER	000000	44.50
		I-2308-262308	209-4510-425	REPAIRS FASTENERS-FERRULES-STOPS/REC	000000	13.56
		I-2308-262347	209-4510-425	REPAIRS FERRULES-STOPS-FASTENERS/REC	000000	55.43
01-0721	PRO-STEAM CARPET & UPHO	I-9711	209-4510-422	PROFESSIONAL CARPET CLEANING/REC CENTER	000000	702.00
01-1502	BLACK HILLS CHEMICAL	I-253709	209-4510-426	SUPPLIES SHAMPOO-TP-TOWEL-MAINTAINER/RE	000000	689.49
01-1827	MS MAIL & MARKETING	I-14092	209-4510-422	PROFESSIONAL BUSINESS CARDS/JERAMY REC	000000	25.00
01-2645	HAWKINS INC	I-6558484	209-4510-426	SUPPLIES AZONE-BALL VALVE-FREIGHT/REC	000000	647.59
01-3877	MUTUAL OF OMAHA	I-001577047977	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	20.63
					DEPARTMENT 510 REC CENTER	TOTAL: 5,451.06
					FUND 209 BED & BOOZE FUND	TOTAL: 5,451.06

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-08/29/23	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQ	000000 30,000.00
					DEPARTMENT 630	BID #9 TOTAL: 30,000.00
					FUND 211	BID #9 TOTAL: 30,000.00

PACKET: 06299 COMBINED - 9/6/23  
VENDOR SET: 01  
FUND : 212 BID #8 (Business Improve)  
DEPARTMENT: 630 BID 8  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0951	DEADWOOD ALIVE	I-23-1023	212-4630-423	MARKETING BID #8 -2ND PYMT-STAFFING 2023	000000	10,000.00
01-3602	DEADWOOD GAMING ASSOCIA	I-08/30/23	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	20,000.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	20,000.00

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3060	QUIK SIGNS						
		I-39523	215-4572-235	VISITOR MGMT UTILITY WRAPS BURNHAM BLCK CLB	000000	370.13	
01-3295	PANNIER						
		I-168571	215-4572-235	VISITOR MGMT FIBERGLASS PANELS 36X24 24X18	000000	2,179.00	
		I-168572	215-4572-235	VISITOR MGMT 36X24 FIBERGLASS METHODIST MEM	000000	699.00	
01-3362	FIRST INTERSTATE BANK						
		I-073123	215-4572-235	VISITOR MGMT Ancestry.com subscription	000000	243.20	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	3,491.33
01-0951	DEADWOOD ALIVE						
		I-1700-23	215-4573-345	HIST. INTERP. AUG 2023 PAYMENT	000000	20,000.00	
01-3314	CENTURY BUSINESS PRODUC						
		I-688916	215-4573-335	HIST. INTERP. CENTURY BUSINESS PRODUCTS, INC	000000	36.20	
01-3788	ART HOUSE RAPID CITY						
		I-000404	215-4573-320	HIST. INTERP. Burlington Trailways Map	000000	185.00	
01-3977	ACE HARDWARE OF LEAD						
		I-033565	215-4573-320	HIST. INTERP. Digital Caliper	000000	30.39	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	20,251.59
01-2119	CITY OF BELLE FOURCHE						
		I-080823	215-4575-520	GRANT/LOAN PR CITY OF BELLE FOURCHE	000000	2,150.00	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	2,150.00
01-3060	QUIK SIGNS						
		I-39523	215-4576-630	PROFES. SERV. UTILITY WRAPS BURNHAM BLCK CLB	000000	370.13	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	370.13
01-5038	BRITE IDEAS LLP						
		I-202310	215-4577-760	CAPITAL ASSET 12" ACRYLIC GLOBE	000000	812.78	
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL:	812.78
01-0433	WELLMARK BLUE CROSS BLU						
		I-09/01/23	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,384.48	

PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 641 OFFICE HIST. PRES.  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-14051	215-4641-423	PUBLISHING AUGUST NEWSLETTER	000000	682.49
		I-14092	215-4641-422	PROFESSIONAL BUSINESS CARDS/BONNY HP	000000	35.00
		I-14092	215-4641-422	PROFESSIONAL BUSINESS CARDS/AMY HP	000000	35.00
01-2728	WEST RIVER HISTORY CONF					
		I-061623	215-4641-427	TRAVEL Sponsorship	000000	500.00
01-3314	CENTURY BUSINESS PRODUC					
		I-688917	215-4641-426	SUPPLIES COPIER RENTAL	000000	49.50
01-3362	FIRST INTERSTATE BANK					
		I-073123	215-4641-426	SUPPLIES WalMart supplies	000000	103.54
01-3751	CABLE COMMUNICATION SER					
		I-5122269	215-4641-422	PROFESSIONAL JETVAC & LABORERS	000000	937.50
01-3877	MUTUAL OF OMAHA					
		I-001577047977	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4711	AMAZON CAPITAL SERVICES					
		I-11YJ-791N-GHM3	215-4641-426	SUPPLIES AMY'S TABLET	000000	259.99
		I-1LHV-X6MD-QCMG	215-4641-426	SUPPLIES SURGE PROTECTOR	000000	80.79

DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: 5,099.64

FUND 215 HISTORIC PRESERVATION TOTAL: 32,175.47

PACKET: 06299 COMBINED - 9/6/23  
VENDOR SET: 01  
FUND : 216 REVOLVING LOAN  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3943	BLACKBURN FOUNDATION RE					
		I-PR113040	216-1310	DUE FROM OTHE BLACKBURN BASEMENT SYSTEMS	000000	57,538.10
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 57,538.10
01-1483	KNECHT HOME CENTER					
		I-9518190	216-4653-962-04	SIDING GRANT 39 DUNLOP HILGENDORF	000000	90.00
		I-9518193	216-4653-962-04	SIDING GRANT 39 DUNLOP HILGENDORF	000000	1,621.69
		I-9546471	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	100.37
		I-9551048	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	39.51
01-1496	LAWRENCE CO. REGISTER O					
		I-081823	216-4653-960	CLOSING CO REC FEE 57 FOREST FAIRBAIRN	000000	180.00
		I-082223	216-4653-960	CLOSING CO 29 TERRACE MITCHELL	000000	30.00
		I-082223-2	216-4653-960	CLOSING CO 53 LINCOLN OLSON	000000	60.00
01-4086	TWIN CITY HARDWARE - GR					
		I-2308-259674	216-4653-962-04	SIDING GRANT TWIN CITY HARDWARE - GRANTS	000000	52.99
		I-2308-2620018	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	37.47
01-5051	SODAK TITLE					
		I-OE040723	216-4653-960	CLOSING CO 39 STEWART PARHAM	000000	120.00
01-5132	HILGENDORF, STEVEN					
		I-44947059	216-4653-962-04	SIDING GRANT 39 DUNLOP HILGENDORF	000000	1,609.32
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 3,941.35
				FUND 216	REVOLVING LOAN	TOTAL: 61,479.45



9/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,197.50
01-0578	TWIN CITY HARDWARE & LU	I-2307-257543	602-4330-426	SUPPLIES USBA SYNC CABLE/WATER	000000	9.99
		I-2308-258405	602-4330-426	SUPPLIES VPIN VERSA LOCK PIN/WATER	000000	9.31
		I-2308-260674	602-4330-426	SUPPLIES STEEL HNDL SHOVEL/WATER	000000	39.99
		I-2308-260800	602-4330-426	SUPPLIES PVC NIPPLE/WATER	000000	5.95
01-0684	NORTHWEST PIPE FITTINGS	I-1439631-2	602-4330-426	SUPPLIES CI CURB BOX PLUG/WATER	000000	13.20
		I-1444736	602-4330-426	SUPPLIES 1-1/2 CI CURB BOX PLUG/WATER	000000	19.15
01-1171	A & B BUSINESS SOLUTION	I-IN079690	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	73.63
01-1365	SD PUBLIC HEALTH LAB	I-10611275	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1653	STURDEVANT'S AUTO PARTS	I-832014158	602-4330-426	SUPPLIES PERMATEX ANTI-SEIZE/WATER	000000	23.99
01-1827	MS MAIL & MARKETING	I-14051-A	602-4330-426	SUPPLIES WTR BILL ENVELOPES AT MS MAIL	000000	750.00
		I-14051-B	602-4330-426	SUPPLIES UTILITY MAILING - AUGUST	000000	377.77
		I-14092	602-4330-422	PROFESSIONAL BUSINESS CARDS/RHONDA WATER	000000	8.34
01-3736	METERING & TECHNOLOGY S	I-INV3214	602-4330-426	SUPPLIES M170 GAL 9 DIAL HRE LCD/WATER	000000	110.30
01-3877	MUTUAL OF OMAHA	I-001577047977	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	35.75
01-4721	TOWEY DESIGN GROUP INC.	I-23-523	602-4330-422	PROFESSIONAL WATER MODELING TASK 3/WATER	000000	1,866.54
					DEPARTMENT 330 WATER	TOTAL: 6,571.41
					FUND 602 WATER FUND	TOTAL: 6,571.41

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3838	BLUEPEAK						
		I-BLUEPEAK MM 08/16	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	138.42	
		I-BLUEPEAK MM 08/16	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87	
		I-BLUEPEAK MM 08/16	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60	
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	304.89
					FUND 607 HISTORIC CEMETERIES	TOTAL:	304.89

01/01/2023 11:29 AM  
 PACKET: 06299 COMBINED - 9/6/23  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 360 PARKING/TRANSPORTATION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	610-4360-415	GROUP INSURAN WELLMARK BLUE CROOS AND BLUE	000000	6,524.68
01-1827	MS MAIL & MARKETING	I-14092	610-4360-422	PROFESSIONAL BUSINESS CARDS/JUSTIN P&T	000000	25.00
01-3060	QUIK SIGNS	I-42591	610-4360-426	SUPPLIES PARKING PERMITS/P&T	000000	378.00
01-3314	CENTURY BUSINESS PRODUC	I-688917	610-4360-426	SUPPLIES COPIER RENTAL	000000	49.51
01-3722	BLACK HILLS ASPHALT LLC	I-2211	610-4360-425	REPAIRS SEALCOAT-CRACK/PLUMA PRK,CENT	000000	3,973.98
01-3877	MUTUAL OF OMAHA	I-001577047977	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	21.75
01-4561	MODERN OFFICE	I-239520	610-4360-426	SUPPLIES KNEESPACE CREDENZA/P&T	000000	1,499.00
DEPARTMENT 360 PARKING/TRANSPORTATION					TOTAL:	12,471.92
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE	000000	1,279.06
01-0578	TWIN CITY HARDWARE & LU	I-2307-257398	610-4361-426	SUPPLIES 75 GALLON WOOD CLEANER/TROLLEY	000000	17.99
		I-2308-258350	610-4361-426	SUPPLIES PLASTIC BONDER SYR/TROLLEY	000000	11.99
		I-2308-262365	610-4361-426	SUPPLIES ADHESIVE FASTENER/TROLLEY	000000	4.99
01-1502	BLACK HILLS CHEMICAL	I-253083	610-4361-426	SUPPLIES SURE STEP COG RINSE/TROLLEY	000000	127.16
01-1653	STURDEVANT'S AUTO PARTS	C-832013715	610-4361-426	SUPPLIES KIT-TENSION PULLEY/TROLLEY	000000	58.85-
		I-832013703	610-4361-426	SUPPLIES KIT-TENSION PULLEY/TROLLEY	000000	58.85
		I-832013996	610-4361-426	SUPPLIES BELT DRIVE PULLEYS/TROLLEY	000000	83.87
		I-832014313	610-4361-426	SUPPLIES CHARGER 6/12V 40/40 /TROLLEY	000000	419.00
		I-832014476	610-4361-425	REPAIRS TENSIONER/TROLLEY	000000	66.99
		I-832014508	610-4361-426	SUPPLIES 3/8 DR 6 PT DEEP/TROLLEY	000000	3.99
01-3060	QUIK SIGNS	I-42646	610-4361-426	SUPPLIES (4) MAGNETIC SHEETING/TROLLEY	000000	108.43
01-3877	MUTUAL OF OMAHA	I-001577047977	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	13.50
DEPARTMENT 361 TROLLEY DEPARTMENT					TOTAL:	2,136.97

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/23	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-3877	MUTUAL OF OMAHA	I-001577047977	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	8.25
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	647.63
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	15,256.52

PACKET: 06299 COMBINED - 9/6/23

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-8/3/23	725-4000-429	OTHER EXPENSE ACCT#8200017030 - TIF #8	000000	7,145.23
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	7,145.23
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	7,145.23
					REPORT GRAND TOTAL:	272,235.41



# DEADWOOD BOX STUDY

UPDATED VISUALIZATIONS FOR SAT REVIEW

May 31, 2023

**Alternative 1A** – No impact to hillside

**Alternative 1C-1** – Impacts to hillside,  
Moves some parking to northwest of highway

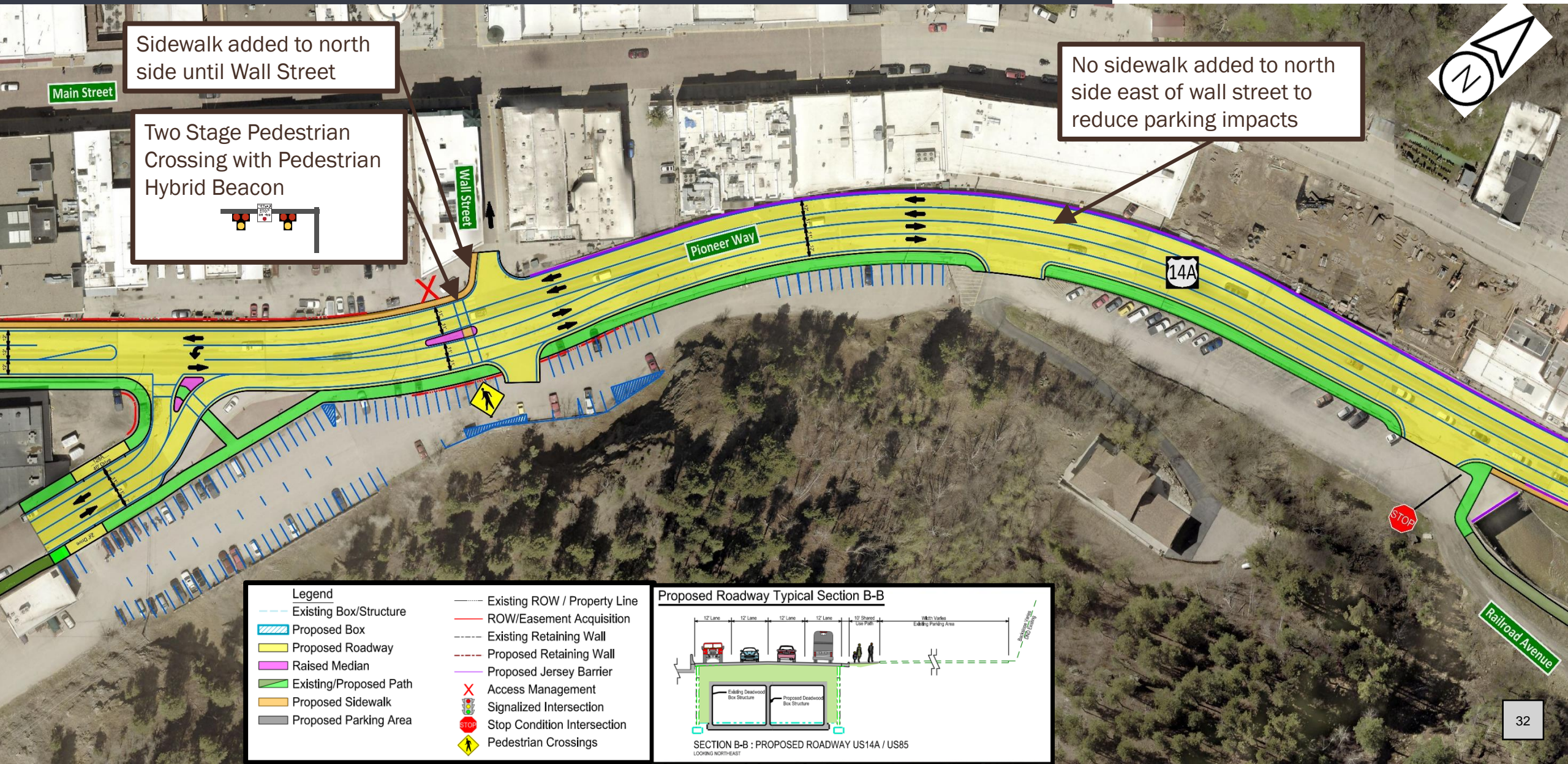
**Alternative 1C-3** – Minimizes impacts to  
hillside, Moves some parking to northwest of  
highway



# Alternative 1A Key Differences

ROW Impacts = 0.4 Acre  
 Total Cost = \$38.5 M  
 Net Parking Impacts = (-) 21 spaces

Section 5 Item a.



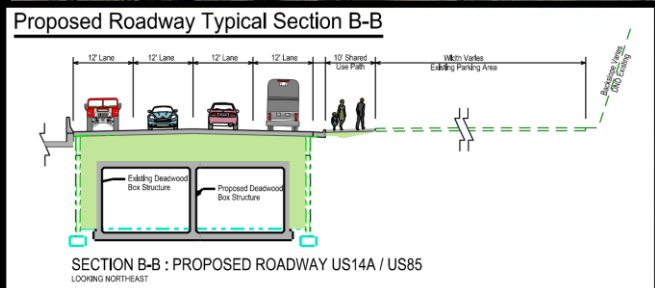
Sidewalk added to north side until Wall Street

Two Stage Pedestrian Crossing with Pedestrian Hybrid Beacon

No sidewalk added to north side east of wall street to reduce parking impacts



- Legend**
- Existing Box/Structure
  - Proposed Box
  - Proposed Roadway
  - Raised Median
  - Existing/Proposed Path
  - Proposed Sidewalk
  - Proposed Parking Area
  - Existing ROW / Property Line
  - ROW/Easement Acquisition
  - Existing Retaining Wall
  - Proposed Retaining Wall
  - Proposed Jersey Barrier
  - Access Management
  - Signalized Intersection
  - Stop Condition Intersection
  - Pedestrian Crossings





# Alternative 1C-1 Key Differences

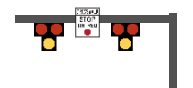
ROW Impacts = 1.5 Acres  
 Total Cost = \$54.3 M  
 Net Parking Impacts = (-) 32 spaces

Section 5 Item a.

High Impact to Utility Corridor

Sidewalk added to entire north side of highway

Two Stage Pedestrian Crossing with Pedestrian Hybrid Beacon



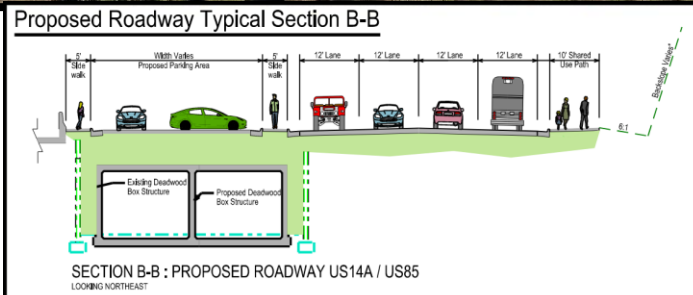
Wall Street set up for future relocation (1C-3 could be modified to this configuration if desired)

64 parking spaces moved adjacent to Main Street

Approximate Grading Limits (Excavation = ~17K CY, 800 FT of new disturbance)

Reconstruction of driveway required (steeper than existing), No storage platform.

- Legend**
- Existing ROW / Property Line
  - Existing Box/Structure
  - Proposed Box
  - Proposed Roadway
  - Raised Median
  - Existing/Proposed Path
  - Proposed Sidewalk
  - Proposed Parking Area
  - Existing Retaining Wall
  - Proposed Retaining Wall
  - Proposed Jersey Barrier
  - Access Management
  - Signalized Intersection
  - Stop Condition Intersection
  - Pedestrian Crossings

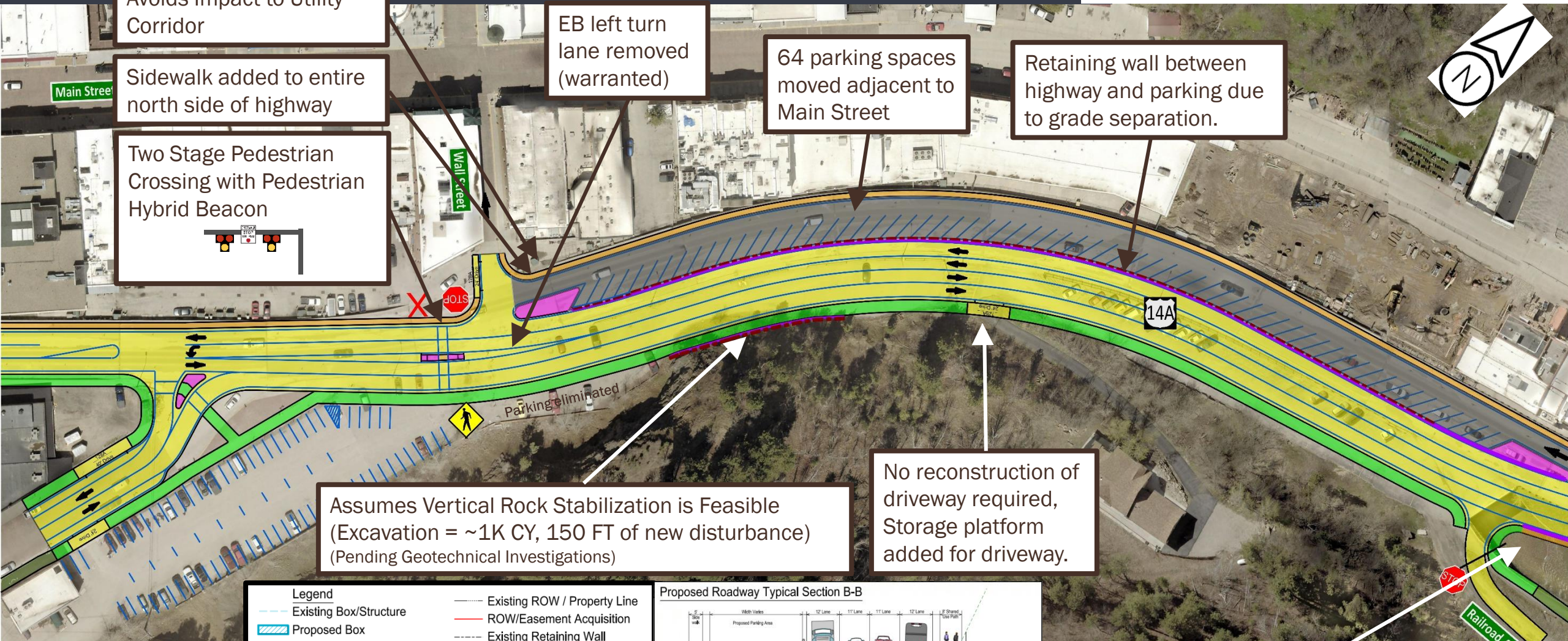


Box extension = 150'

# Alternative 1C-3 Key Differences

ROW Impacts = 1.1 Acres  
 Total Cost = \$51.2 M  
 Net Parking Impacts = (-) 36 spaces

Section 5 Item a.



Avoids Impact to Utility Corridor

Sidewalk added to entire north side of highway

Two Stage Pedestrian Crossing with Pedestrian Hybrid Beacon

EB left turn lane removed (warranted)

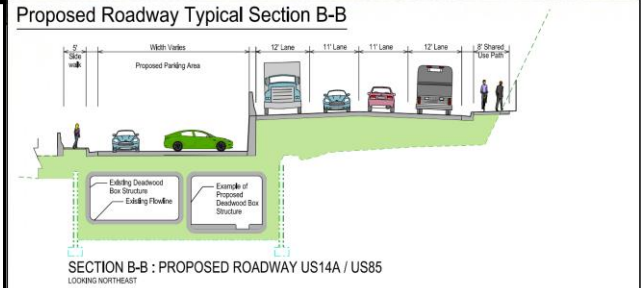
64 parking spaces moved adjacent to Main Street

Retaining wall between highway and parking due to grade separation.

Assumes Vertical Rock Stabilization is Feasible (Excavation = ~1K CY, 150 FT of new disturbance) (Pending Geotechnical Investigations)

No reconstruction of driveway required, Storage platform added for driveway.

- Legend**
- Existing ROW / Property Line
  - Existing Box/Structure
  - Proposed Box
  - Proposed Roadway
  - Raised Median
  - Existing/Proposed Path
  - Proposed Sidewalk
  - Proposed Parking Area
  - Existing Retaining Wall
  - Proposed Retaining Wall
  - Proposed Jersey Barrier
  - Access Management
  - Signalized Intersection
  - Stop Condition Intersection
  - Pedestrian Crossings



Box extension = 70'

# Key Observation Point #1 - ELEVATION VI





**NO-BUILD ALTERNATIVE**





**BUILD ALTERNATIVE 1A**





**BUILD ALTERNATIVE 10-1**





**BUILD ALTERNATIVE 10-3**



**ELEVATION VIEW**

Section 5 Item a.









**NO-BUILD ALTERNATIVE**





**BUILD ALTERNATIVE 1A**





**BUILD ALTERNATIVE 10-1**





**BUILD ALTERNATIVE 10-3**



Section 5 Item a.

**NORTHEAST PROFILE**

Section 5 Item a.





# Key Observation Point #3 - SOUTHWEST PROF

Section 5 Item a.





**NO-BUILD ALTERNATIVE**







**BUILD ALTERNATIVE 1A**





**BUILD ALTERNATIVE 10-1**





**BUILD ALTERNATIVE 10-3**



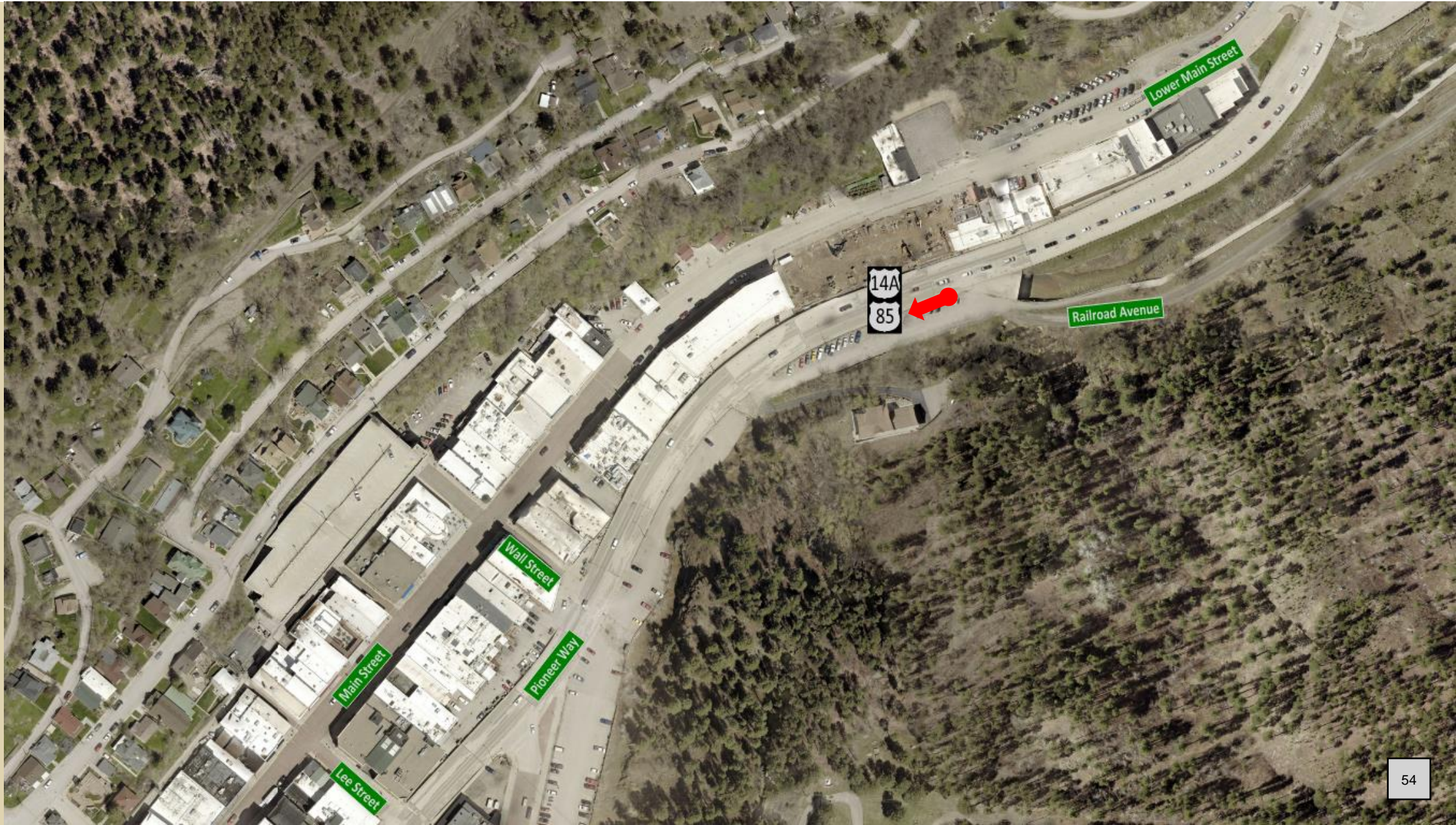
**SOUTHWEST PROFILE**





- KOP #4 & #5 are new viewpoints from the last set of visualizations.
- The purpose of those two new viewpoints are to visualize what the effects would be of 1C-3's grade separation between the parking area and the highway and the associated concrete barrier/fencing on top.
- Renderings for 1A & 1C-1 were not completed at these two viewpoints.

# Key Observation Point #4 - SOUTHWEST CROSS SECT



**NO-BUILD ALTERNATIVE**





**BUILD ALTERNATIVE 10-3**







# SOUTHWEST CROSS SECTION

Section 5 Item a.



**NO  
BUILD**



**1C** 57



# Key Observation Point #5 - NORTHEAST CROSS SECT

Section 5 Item a.





**NO-BUILD ALTERNATIVE**





**BUILD ALTERNATIVE 10-3**





**NO  
BUILD**





# SAT Feedback Needed



## *Next step:*

- *Looking for comments by **June 15, 2023***
  - Consider input by alternative: 1A vs. 1C-1 vs. 1C-3
  - Would the project result in a noticeable change in the existing environment?
  - Would the project complement or contrast with the existing visual character?
  - Would there be a high, moderate, or low concern for project features and construction impacts?
  - Would there be a high, moderate, or low potential of controversy for the project?
  - Would viewers of the project have high, moderate, or low sensitivity to the changes?
  - Do you anticipate the change would be viewed by the public as positive or negative?
  - Would extensive or novel strategies be needed to mitigate impacts?
  
- Initial thoughts on visual impact based on renderings.

# Change Order HEIMAN INC. (BODY)

Fire Department: City of Deadwood / Deadwood Fire Department

102 Sherman Street  
Deadwood, SD 57732

Date: 08/22/2023

Change Order Requested From XX Fire Dept.    Dealer    Central Change Order No. ( 2 )

We Hereby Agree to Make the change(s) specified below:

#1 Move the shoreline connection from in the cab to the driver's cab step overlay.  Add \$250.00
#2 Shift the seats in the smart cab to the driver's side. (Seat mounts have already been installed and will have to be moved)  Add \$375.00

<b>WE AGREE</b> hereby to make change(s) specified above at this price	\$ 625.00
(Body) PREVIOUS CONTRACT AMOUNT	\$ 409,137.00
(Body) REVISED CONTRACT TOTAL	\$ 409,762.00 +

Chassis 109,300

Due to lead times of components and in fabrication this change order may delay delivery. \$

**ACCEPTED** -The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (contractor) \_\_\_\_\_ Date of acceptance / / Total

Authorized Signature (Fire Department) \_\_\_\_\_ Date of acceptance / /

6519,062<sup>00</sup>

Your Single Source Service Provider



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

May 3, 2023

**QUOTE NUMBER: Q2302310**

**DEREK FARLEY**

Rasmussen Mechanical Services  
3590 Mayer Ave  
Sturgis, SD 57785

**LORNIE STALDER**

DEADWOOD REC CENTER  
105 SHERMAN STREET  
DEADWOOD, South Dakota  
57732

**Proposal**

**Subject: RTU #2 - Compressor & Contactor Replacement**

**Lornie Stalder,**

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

**Inclusions:**

- Replace (1) Compressor, (1) Filter Drier, and (1) Contactor in AAON RTU #2 / Serial #200912-BNGU08284
- Recover & Replace any required R-410A refrigerant
- Includes all Labor and Materials needed for complete repair

**Exclusions:**

N/A

**Price**

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

*Four Thousand Four Hundred Ninety-Seven Dollars and Zero Cents....\$4,497.00*

**Terms and Conditions**



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

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

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

Respectfully Submitted,

**Derek Farley**

*PM Sales*

**Rasmussen Mechanical Services**

**Phone:**

**Mobile:** +1 6054302554

**Email:** derek.farley@rasmech.com

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

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

**Buyer's Acceptance**

**Approved by Seller**

\_\_\_\_\_  
 Authorized Signature for: DEADWOOD REC  
 CENTER

\_\_\_\_\_  
 Rasmussen Mechanical Services

\_\_\_\_\_  
 Date of Acceptance

**QUOTE NUMBER: Q2302310**

\_\_\_\_\_  
 Date of Acceptance



**Bill To:**  
 Dakota Fluid Power, Inc.  
 2610 Seger Dr  
 Rapid City, SD 57701  
 US

**Sales Location:**  
 Rapid City

Order Number	
2208172	
Order Date	Page
08/22/2023 13:07:28	1 of 3

Quote Expires On: 09/21/2023

**Bill To:**  
 CITY OF DEADWOOD  
 67 Dunlap Ave  
 Deadwood, SD 57732-1510  
 US

**Ship To:**  
 CITY OF DEADWOOD  
 67 Dunlap Ave  
 Deadwood, SD 57732-1510  
 US

Ship To Phone: 605-578-3082

**Customer ID:** 110962      **TERMS:** Net 30

PO Number	Required Date	Carrier Code	Taker / Salesman
CITY OF DEADWOOD HOTSY QUOTE	8/22/2023	UPS - Ground	JADON.MECHAM

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

1.00	0.00	1.00	EA		11096910	EA	7,039.0714	7,039.07
				1.0	Hotsy - 921N, Stationary HWW, HM4030R.3	1.0		
					Electric, Natural Gas Fired, Hot Water Pressure Washer with Belt Driven Pump			
					DELIVERABLE 9/7/2023			

**Ordered As:** 921N

16.00	0.00	16.00	EA		ZZ1111100	EA	25.0000	400.00
				1.0	LABOR MISC 1/4HR UNITS	1.0		

1.00	0.00	1.00	EA		89169890	EA	477.3421	477.34
				1.0	Kit, Remote Station	1.0		
					Remote Station - Available: 8/23/23			

1.00	0.00	1.00	EA		89169880	EA	236.6822	236.68
				1.0	Electronic Detergent Kit	1.0		
					Remote Soap Option Solenoid & Switch, 1800/5700/5800 - Available: 8/25/23			

1.00	0.00	1.00	PL		89055310	PL	196.7607	196.76
				1.0	Hotsy 400 Wax - 5 Gal.	1.0		
					Available: 8/25/23			

1.00	0.00	1.00	EA		89048170	EA	88.6297	88.63
				1.0	Power Shine Plus Sup Concentratet-5 Gal.	1.0		
					Advanced Formula Power Shine Plus Super Concentrate - Available: 8/25/23			

1.00	0.00	1.00	PL		89049120	PL	86.2066	86.21
				1.0	Power Shine - Vehicle Wash	1.0		
					Vehicle Wash - High foaming detergent with increased dwell time. washing vertical painted surfaces and removing bug residue, road film and oxidized paint leaving a shiny surface behind. Available: 8/25/23			





**Bill To:**  
 Dakota Fluid Power, Inc.  
 2610 Seger Dr  
 Rapid City, SD 57701  
 US

**Sales Location:**  
 Rapid City

Order Number	
2208172	
Order Date	Page
08/22/2023 13:07:28	2 of 3

Quote Expires On: 09/21/2023

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Total Lines: 7

**SUB-TOTAL:** 8,524.69  
**TAX:** 0.00  
**AMOUNT DUE:** 8,524.69  
 U.S. Dollars

ALL SALES SUBJECT TO OUR TERMS AND CONDITIONS LOCATED AT:  
[www.dakotafluidpower.com/terms-and-conditions](http://www.dakotafluidpower.com/terms-and-conditions)

12.17.2438 2/21/2017



# Dakota Fluid Power, Inc.

## Terms and Conditions

Section 6 Item f.

### DEFINITIONS

"Seller" is defined as Dakota Fluid Power, Incorporated, and its Divisions.

"Customer" is defined as person or entity purchasing goods or service from Seller.

"Agreement" is defined as Terms and Conditions contained herein.

"EXW" (Ex Works) refers to international shipments, is an international trade term that describes an agreement in which the seller is required to make goods ready for pickup at his or her own place of business. Exact definition differs by jurisdiction.

"FOB" is defined as Freight on Board, shipping point.

**GENERAL** - These terms and conditions of sale and warranty, and the Sellers Quote or Order Acknowledgement to which they have been incorporated by reference, shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded, except by a written instrument signed by the parties. As an offer, the Sellers Quote or Order Acknowledgement expressly limits acceptance to these terms and conditions. As an acceptance of the Customer's offer, this acceptance is expressly conditioned on the Customer's assent to any additional or different terms contained herein. As a confirmation of an existing contract, the parties agree that the Sellers Quote or Order Acknowledgement and these terms and conditions of sale and warranty constitute the final, complete and exclusive terms and conditions of the contract between the parties. Any varying, differing or additional terms and conditions contained in the Customer's purchase order, request for quotation or elsewhere in any other document shall not be binding upon the Seller.

**DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** See Warranties and Limitations (Separate Document)

### PRICES/TAXES

Prices quoted by Seller in the quotation are:

- Subject to change without notice.
- Exclusive of all Federal, State, Municipal or other Government Excise Sales Use, Occupational or like taxes now in force or to be enacted in the future.
- Subject to an increase equal in amount to any tax Seller may be required to collect to pay upon the sale of the items quoted.
- Quoted as EXW or FOB.

### PRODUCTION ESTIMATES

- Production estimates are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions and the use of materials which conform to: (i) the specification contained herein, (ii) the specifications and supply of goods (iii) the standards of the industry. It is therefore EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.
- Work tolerances, if any, to be obtained by the Goods are based on Seller's assumption that the material to be processed will have been properly processed through all previous operations, inspections and will be of quality standard, which will not impede achievement of the quoted tolerances.
- Seller's obligation with respect to production estimates shall be fully and completely satisfied when Customer has provided documentation of approval.

### SHIPPING/DELIVERY ESTIMATES

- Any shipping date expressed is approximate and dependent upon prior sales and circumstances beyond Seller's control.
- The Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of purchase order as provided in the Acceptance paragraph above, whichever is later.
- Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors or suppliers for similar reasons. Failure of Seller to perform for these reasons shall not be grounds for Customer's cancellation of its order but the delivery date shall be extended accordingly and Seller will notify Customer of the causes of the anticipated delay. Customer's receipt of the Goods, upon their delivery, waives all of Customer's claims for delay. Damages under this section are limited to the terms of the Limitation of Liability section.
- Seller shall have the right to select the carrier unless the carrier is designated by Customer and upon delivery of the Goods by Seller to the carrier, the carrier shall be deemed to be the agent of Customer and thereafter risk of loss shall be on Customer.
  - Inspections/Acceptance - Customer shall be responsible for thoroughly inspecting each shipment of products upon receipt.
  - Partial shipments - Unless otherwise stated, Seller reserve the right to partial ship and bill accordingly.

**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.**

### PAYMENT/TERMS

- Customer, if credit terms have been established, agrees that invoices are due within the terms established at time of order.
- Customer, without credit terms established, agrees to pay invoice at time of purchase.
- Interest may be charged at the rate of two percent (2.0%) per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Customer.
- International transaction payments shall be made via wire transfer, prior to shipment of product.
- Seller reserves the right to modify these terms for international business and special projects.

### SPECIAL ORDERS

Customers that do not have credit terms with Seller, agree that Special Order parts are to be prepaid when order is placed and all shipping costs incurred with the order will be invoiced at delivery of said special order.

### PROPERTY AND PATENT RIGHTS

- Seller retains for itself any and all property rights, including but not limited to all patent, copyright, and trade secret rights, to the Software Materials and to all designs, engineering details, documentation, and other data pertaining to any equipment designed in connection herewith and to all right of discovery, invention or patent rights arising out of the work done in connection herewith. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Seller grants Customer a nonexclusive and nontransferable license to use one copy of the Software Materials for its own internal purposes for a term of 99 years. Pursuant to such license, Customer shall have the right to copy the Software Materials solely for back-up and archival purposes. Customer expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment.
- Customer acknowledges that the Software Materials constitute valuable trade secrets of Seller and are unpublished works on which Seller, or Seller's vendor, holds the sole and exclusive copyright. Customer agrees to maintain and protect the confidentiality of these trade secrets and agrees not to disclose them or use them for any purpose not contemplated by this Agreement. Customer agrees to formulate and adopt appropriate safeguards in light of its own operating activities, to insure protection of the confidentiality of these trade secrets. Customer shall immediately notify Seller of any information which comes to its attention which indicates that there has been any loss of confidentiality of Seller's trade secret information.

### DRAWINGS

Drawings will be provided by Seller only upon special request of Customer and subsequent approval of Seller.

- Seller may provide reproducible copies of specification sheets, which list all assemblies and components. Pertinent assembly drawings will be included in the instruction manual.
- Seller may provide original layout drawings, complete fixture drawings and lubrication diagrams with related information.

### INSTALLATION/FIELD ENGINEER SERVICES

Unless otherwise specifically indicated, the quoted prices DO NOT include the services of Seller's field engineer to supervise the installation of equipment and instruct the operator in its proper use.

### CUSTOMER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

- All is Customer's responsibility to provide anything that may be necessary to effectively protect all personnel from all bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the Seller's products. If supplied or required, the operator's manual or machine manual, all applicable Safety Standards, OSHA regulations, other sources and other applicable regulations should be consulted to protect personnel.
- The proposed equipment or goods may not be used without all recommended or included safety devices.

### RETURNS

Return of merchandise must be authorized in writing by Seller, have Seller's "Return Merchandise Authorization" (RMA) number and be accompanied by a copy of original packing slip verifying shipment from Seller's plant or warehouse. Any request to return goods must be made within ten (10) days from the receipt of the goods by Purchaser.

- All returns will be subject to inspection. Returns must be in original container and in a resalable condition; no signs of contamination or damage and with no visible signs of having been installed.
- Certain products purchased from Seller that has been removed from the original packaging may not be returnable.
- Special order parts are subject to vendor return policy and may not be returnable. There will be a 10% return fee on the part(s) in addition to any vendor return fees if the part is returnable. Return freight charges from Seller to manufacturer will be applied.
- There will be no returns on any parts after 30 Days from purchase.
- There will be no refunds on freight charges.

### CANCELLATION

Non-Cancellable and Non-Returnable items may only be returned or cancelled upon the express written approval of Seller. If no such approval is granted, Customer remains responsible for payment of any and all invoices relating to such items. Any customized fabricated system sold to Customer shall be non-cancellable, non-returnable. In the event Seller grants Customer cancellation of an order or any part thereof, cancellation charges shall be payable by Customer to Seller as follows:

- Any and all work that is complete or scheduled for completion within thirty (30) days of the date of cancellation granted by Seller shall be invoiced to Customer and paid in full.
- For work-in-process, other than covered by item a) above, and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Customer's order, the Customer shall pay the actual costs and overhead expenses determined in accordance with Seller's normal accounting practices, plus a minimum of fifteen percent (15%), upon invoicing.
- All cost of storage, insurance, hauling, boxing or other costs in connection with material owned by Customer but on hand at Seller's premises on account of cancellation shall be borne by the Customer.

### FOREIGN PRINCIPAL PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION (EX-WORKS)

It is specifically agreed that the Customer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Customer's agent in such capacity for Export Administration Act or other applicable purposes; and Customer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At Seller's request, Customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Customer or its freight forwarder related to sales to them by Seller.

### PERMITS, EXPORT, AND IMPORT LICENSES

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

### EXPORT CONTROLS AND RELATED REGULATIONS

Customer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List, or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List, or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List, or is subject to a denial order issued by the United States Department of Commerce. Customer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. **CUSTOMER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.**

### COUNTRY OF IMPORTATION AND ANTI-DIVERSION

Customer represents that it is purchasing products from the U.S. and importing them to the country specified in the Customer and Seller documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by Customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by Seller, Customer shall provide documentation satisfactory to Seller verifying delivery at the designated country. Customer further agrees to inform Seller at the time of order of any North American Free Trade Agreement or other applicable documentation, packaging or product marking or labeling, but Seller shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless Seller expressly agrees, in writing, to do so.

### INDEMNIFICATION

- Customer agrees to defend, indemnify and hold harmless the Seller, its parent and affiliates, and their officers, agents and employees, against all claims, losses, expense and causes of action of every kind, made or asserted by any third party arising out of, or in connection with this Agreement or the article(s) sold hereunder.
- Customer agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Customer's conduct, including, but not limited to, Customer's misuse of the product or, for any custom-designed product, design decisions or product choices made by Customer.

### WAIVERS

- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller for payments made by Customer's Workman's Compensation insurance carrier to Customer's employees for injuries alleged to have been caused by any article sold hereunder.
- Customer hereby waives, for itself and for any and all persons who may assert a claim or lien in Customer's place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

### U.S. FOREIGN CORRUPT PRACTICES ACT

Customer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of the products ordered from Seller.

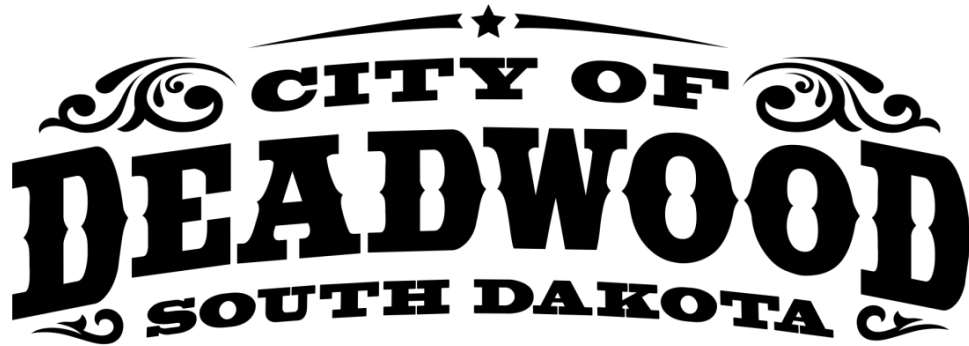
### APPLICABLE LAW

This agreement, and all the rights and obligations hereunder, shall be construed pursuant to the laws of the State of South Dakota.

08/09/2022



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## Event Complex Rental and Use Agreement

**Event:** \_\_\_\_\_

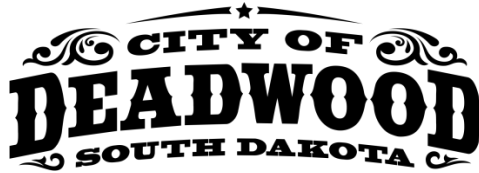
**Date:** \_\_\_\_\_

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: \_\_\_\_\_

**Contact Information:**

Name of Applicant: \_\_\_\_\_

Business/Organization: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**Dates Event Complex requested:**

Set up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Clean-up Date(s): \_\_\_\_\_ 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
- Pyrotechnics
- Open Container

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

# Deadwood Event Complex Rental and Use Agreement

---

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

## Compliance with Deadwood City Ordinances:

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

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

## Additional contacts:

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

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_



# Deadwood Event Complex Rental and Use Agreement

**Renter Type:**       For-Profit       Private       Non-Profit       Government

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

**Rental Fees:**

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

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies.**

**A Streaming Fee of \$250 per Event applies IF USED.**

**Deposit must be received before application can be approved.**

**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.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities      \$ _____	<input type="checkbox"/>	Key Deposit      \$ _____
Baseball Fields      \$ _____	<input type="checkbox"/>	Damage Deposit      \$ _____
Parking Lots      \$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ _____
<del>Cleaning/Trash Removal</del> \$ _____	<input type="checkbox"/>	
<del>Streaming</del> \$ _____	<input type="checkbox"/>	
<b>Total Fees</b> \$ _____		

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

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

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

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

## Acknowledgement of Use Rules and Regulations

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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 \_\_\_\_\_

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 30 days of the event. **Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month.** The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

5. ~~The user is responsible for removal of trash and placing in a dedicated area. All trash must be bagged. 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 \_\_\_\_\_

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 **understands and** 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~~ **All exits** 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 \_\_\_\_\_

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 \_\_\_\_\_

**\*\*Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor's license.**

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

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

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

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF \_\_\_\_\_:

SS:

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

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

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

(Seal) \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Event Sponsor – Release and Indemnification Agreement

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

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

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

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Initials \_\_\_\_\_

- 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~~ Parks, Recreations and Events Director for determination: 605-578-2082.

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

Initials \_\_\_\_\_

- 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 \_\_\_\_\_

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk 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 \_\_\_\_\_

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 \_\_\_\_\_

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 of 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 \_\_\_\_\_

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, 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 \_\_\_\_\_

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 \_\_\_\_\_

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 full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials \_\_\_\_\_

**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: \_\_\_\_\_

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

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

## 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: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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



## 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:

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

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\*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 **and wipe down countertops**
  - 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: \_\_\_\_\_

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

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

## 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.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

---

**I have read and understand these rules.**

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

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

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

## 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: \_\_\_\_\_

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

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

## 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: \_\_\_\_\_

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

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 \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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

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

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

**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 \$150.00 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: \_\_\_\_\_

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

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



## City of Deadwood Equipment and Services

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### 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.~~ Cleaning of the Grandstands 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:** \_\_\_\_\_

**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.**

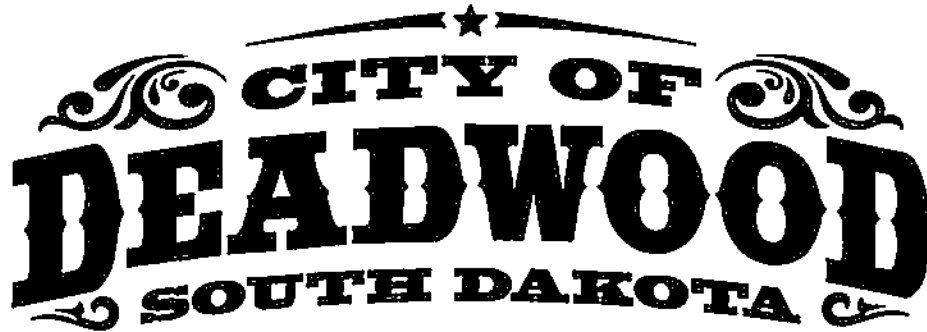
Organization: \_\_\_\_\_

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

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

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

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



## Event Complex Rental and Use Agreement

**Event:** DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

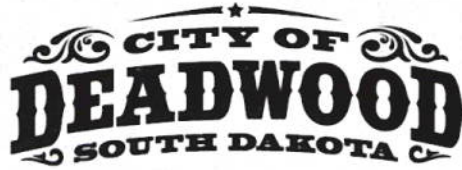
**Date:** 9/30/2023 -10/1/2023

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

**Contact Information:**

Name of Applicant: KATHY DOLAN

Business/Organization: WOLFPACK WORKING DOGS

Mailing Address: 108 CYANIDE ST

City, State Zip: LEAD SD 57754

Business Phone: 605-206-0384 Cell Phone: \_\_\_\_\_

Email Address: WOLFPACKWORKINGDOGS@GMAIL.COM

**Dates Event Complex requested:**

Set up Date(s): 09/29/2023 Hour(s): 5 PM-9 PM

Event Date(s): 09/30/2023 - 10/1/2023 Hour(s): 10 AM - 4 PM

Clean-up Date(s): 10/1/2023 Hour(s): 4 PM -8 PM

Approximate number of people who will attend: 50

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: DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

**Compliance with Deadwood City Ordinances:**

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

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

**Additional contacts:**

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

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

Renter Type:     For-Profit     Private     Non-Profit     Government

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

**Rental Fees:**

	Event Complex Facilities	Parking Lots	Baseball Fields
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	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** \$ \_\_\_\_\_  
 Damage Deposit \$ \_\_\_\_\_  
**Total Deposits** \$ \_\_\_\_\_

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

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

**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 KD

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 KD

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 KD

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 KD

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 KD

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 RD

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 RD

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan Date: 8/23/23

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

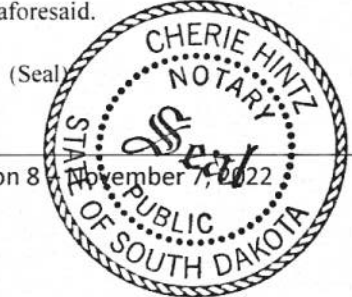
Signature: Kathy Dolan Date: 8/23/23

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF South Dakota :  
COUNTY OF Lawrence SS.

On this 23 day of AUGUST, 2023 before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came KATHY J DOLAN, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

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



Cherie Hintz  
Notary Public  
My Commission Expires: MARCH 3, 2029

## 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):

DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP  
IGP TRIAL  
\_\_\_\_\_  
\_\_\_\_\_

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 JO

- 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

Initials JO

- 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 JO

- 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 JO

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 KD

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 KD

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 KD

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 KD

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 KD

**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: WOLFPACK WORKING DOGS  
Name: KATHY DOLAN Title: PRESIDENT  
Signature: Kathy Dolan Date: 8/23/23

## 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

**DVG AMERICA REGIONAL CHAMPIONSHIP**

**IGP TRIAL**

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: KATHY DOLAN Date of Birth: 09/13/1966

Address: 108 CYANIDE ST  
LEAD SD 57754

Signature: *Kathy Dolan* Date: 8/23/23

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

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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.

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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: WOLFPACK WORKING DOGS  
 Name: KATHY DOLAN Title: PRESIDENT  
 Signature: *Kathy Dolan* Date: 8/23/23

## 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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: *Kathy Dolan* Date: 8/23/23

## 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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

## 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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan 8/23/23

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## 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: N/A

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 KD

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 KD

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 KD

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 KD

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan Date: 8/23/23

**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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

## City of Deadwood Equipment and Services

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### 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: WOLFPACK WORKING DOGS

**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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan Date: 8/23/23

Daytime Phone Number: 605-206-0384

Date of your Event(s): 9/30/2023-10/1/2023 Group/Event Name: DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

**CITY OF DEADWOOD  
ORDINANCE 1387**

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

**SECTION 1:**        **AMENDMENT** “5.08.010 General Regulations” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.08.010 General Regulations

The city adopts the following standards for those groups giving notice under SDCL 22-25-25(6) of a proposal to hold a bingo game or raffle permit within the city; it is the policy of the city to object to and not grant permission to any organization, club, group, person or committee which does not meet all of the following criteria:

- A. Is an authorized bona fide nationally chartered veterans, religious, charitable, educational or fraternal organization, local civic or service club, political party, volunteer fire department or political action committee or political committee on behalf of candidates for political office pursuant to SDCL 22-25-25.
- B. ~~All proceeds derived from bingo operations shall be distributed and used in the Deadwood area. The organization the donations are going towards must be determined before the game is conducted and shall be posted in the business for public viewing.~~

(Ord. 1306 (part), 2020; Amended during 2004 codification; prior code § 20-900)

**SECTION 2:**        **AMENDMENT** “CHAPTER 5.08 BINGO” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

CHAPTER 5.08 BINGO/RAFFLE

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**Cable Communication Services**

7200 Shadowland Ct  
 Black Hawk, SD 57718  
 Phone: 605-341-6317

**INVOICE**

**Invoice No:** 5122269  
**Invoice Date:** 12/30/2022

**Bill To:**  
 City of Deadwood

**Ship To:**  
 435 Williams St  
 Deadwood, SD

Customer No.	Job #	PO Number	Work Order Number	Reference	Invoice Due Date
10000	101-22-13				12/30/2022

Deadwood Library

Description	Units	UOM	Unit Price	Amount
JETVAC	7.00	Hour	57.75	\$404.25
LABORERS (2)	14.00	Hour	36.75	\$514.50
PreTax Total Amount				\$918.75
SD - Excise Tax				2.0410%
Tax Amount				\$18.75
<b>INVOICE TOTAL DUE</b>				<b>\$937.50</b>

Thank you for your business!

**Cable Communication Services**

7200 Shadowland Ct  
Black Hawk, SD 57718  
Phone: 605-341-6317

**INVOICE**

**Invoice No:** 51223199

**Invoice Date:** 06/01/2023

**Bill To:**  
City of Deadwood

**Ship To:**  
Deadwood Library  
Deadwood, SD

Customer No.	Job #	PO Number	Work Order Number	Reference	Invoice Due Date
10000	133-23-14			CCS 2240	6/1/2023

Remove utilities for ret wall

Description	Units	UOM	Unit Price	Amount
TRENCH	40.00		120.00	\$4,800.00
THREE MAN CREW ON 5/10	7.00		260.00	\$1,820.00
THREE MAN CREW ON 5/17	12.00		260.00	\$3,120.00
THREE MAN CREW ON 5/18	12.00		260.00	\$3,120.00
THREE MAN CREW ON 5/19	6.00		260.00	\$1,560.00
PreTax Total Amount				\$14,420.00
SD - Excise Tax				2.0410%
Tax Amount				\$294.32
<b>INVOICE TOTAL DUE</b>				<b>\$14,714.32</b>

Thank you for your business!



**Sanitation Products**  
PO Box 166  
 Fargo, North Dakota 58107-0166

# ESTIMATE

# EST-000429

Bill To

**Deadwood, City of**  
102 SHERMAN ST  
DEADWOOD, SD 57732

Estimate Date : Aug 16, 2023

Reference# : VACTOR BLOWER

#	Item & Description	Qty	Rate	Amount
1	THIS IS AN ESTIMATE FOR REPLACING THE BLOWER IN YOUR VACTOR UNIT #03-08V-8665. REMOVE AND REPLACE THE BLOWER. TEST ALL FUNCTIONS OF THE UNIT WHILE IT IS HERE. (IF SOMETHING IS FOUND THAT NEEDS REPAIRED I WILL CONTACT YOU AND THAT WOULD BE EXTRA.)	1.00	0.00	0.00
2	46830E-30 BLOWER, ROOTS, 616 RAM-V	1.00	16,289.00	16,289.00
3	FREIGHT FOR BLOWER	1.00	289.16	289.16
4	Shop Labor Shop Labor	21.00	160.00	3,360.00
5	Shop Supplies 8% OF LABOR	1.00 Each	268.80	268.80
6	FREIGHT FOR TRUCKING THE UNIT FROM DEADWOOD TO SIOUX FALLS AND BACK TO DEADWOOD WHEN FINISHED.	1.00	3,500.00	3,500.00
			Sub Total	23,706.96
			<b>Total</b>	<b>\$23,706.96</b>

## Notes

We look forward to your business.

## Terms & Conditions

- \* If paying with credit card, a convenience fee of 3% will be added on any invoice total over \$3,000.00.
- \* 1-1/2% monthly finance charges will be applied on all past due charges after 30 days.
- \* Returns will be subject to a 15% re-stocking fee.
- \* No returns after 30 days.
- \* Electrical and special order parts can not be returned.

High Plains Remodels LLC

103 Hidden Gulch  
Central City, SD 57754

# Invoice

Date	Invoice #
8/23/2023	107

<b>Bill To</b>
City of Deadwood City Office Building Deadwood, Sd 57732

P.O. No.	Terms	Project
		city hall

Quantity	Description	Rate	Amount
	Invoice for materials and labor for work completed on renovation of office space in city hall.		
	Materials purchased-- framing material,wall coverings,paint,carpet,door frame and trim	3,382.68	3,382.68
	Electrical work from Porterfield Electric	1,382.72	1,382.72
	Labor to complete all projects	6,870.00	6,870.00
11,437	Excise Tax	0.02	228.74
		<b>Total</b>	\$11,864.14



# Kansas Highway Patrol

## Fleet Sales

930 NE Strait Ave.  
Topeka, KS 66616  
(785) 296-8535



<b>Agency</b>	City of Deadwood	<b>Invoice #:</b>	Temporary
<b>Address</b>	100 Sherman St.	<b>Date:</b>	9/1/2023
<b>City</b>	Deadwood	<b>State</b>	SD
		<b>Zip</b>	57732
		<b>PO#:</b>	
		<b>Check #:</b>	
<b>Phone</b>	605-578-2623	<b>Email</b>	cory@cityofdeadwood.com
		<b>Attn:</b>	Chief Cory Shafer

Model Year	Description	Unit #	Qty	Unit Price	Total
2021	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System *Used Gun Locks  Color: Black VIN: 1C4SDJFT8MC662904 Mileage: 49282	21-716	1	\$29,850.00	\$29,850.00
			1	\$925.00	\$925.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
			2	\$125.00	\$250.00
Page Total					\$32,025.00
Invoice Total					\$32,025.00

Please Make Checks Payable To: Kansas Highway Patrol Car Fund  
All Vehicles Must Be Picked Up In Topeka  
Please pay from this invoice. No statement will be mailed

## **Patrol Vehicle** **(Request)**

**From:** Kansas Highway Patrol

**Brand:** Dodge Durango

**Color:** Black

**Year:** 2021

**Miles:** 49,282

**Price:** \$32,025.00

**Included Equipment:**

- Thunderstruck bumper
- Lights and siren package, to include arrow stick in the rear
- Lights and siren control panel
- Spotlight
- Gun Lock

**Not Included Equipment:**

- Vehicle badging/wrap
- In-Car camera system
- Radio
- Radar / antenna
- MDT mount

**Warranty Information:**

It will have the remainder of the 5yr 100,000 FCA Powertrain Warranty extension. Vehicle was invoiced on April 27, 2021, so it will expire April 27, 2026, or when it reaches 100,000 miles prior to that date.

**Maintenance of Retired Fleet Vehicles:**

A majority of the Patrol's vehicles are removed from service prior to reaching 49,900 miles, and every vehicle sold is subjected to a stringent maintenance schedule.

**Warranty Service:**

All warranty services must be completed by an authorized dealer. Do not attempt to have this work completed by local non-dealership repair centers. The new vehicle warranties vary by make model and year. The only excluded items are those considered normal wear items such as hoses, belts, brake pads, spark plugs and tires. For any questions regarding this service, please contact Fleet Operations.

**Services Performed at Each Fuel Purchase:**

- Use only unleaded fuel
- Check crankcase oil level
- Check windshield washer fluid level and wiper blade condition and operation
- Check for oil and water leaks
- Check for debris around radiator core

*\*Went out of service August 23, 2023.*

**Ferguson Field Complex  
Use and Maintenance Agreement**

THIS AGREEMENT effective the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Lead-Deadwood School District #40-1, hereinafter referred to as SCHOOL and City of Deadwood, hereinafter referred to as CITY.

WHEREAS the SCHOOL and the CITY are desirous of entering into an agreement where the SCHOOL shall contract for use of the Ferguson Field Complex owned by the CITY, now therefore, it is mutually understood by and between parties hereto as follows:

**SECTION 1**

The CITY agrees to rent to the SCHOOL for its use as follows; availability for Football Related activities commencing on August 1, 2023 to December 31, 2028.

**SECTION 2**

CITY agrees to maintain the complex in a safe and usable condition. It is agreed between the parties that in the event the complex should become unsafe, inaccessible, unusable, or inoperable, through no fault of CITY, CITY will not be in breach. If large vehicles such as trailers, trucks, busses occupy the Ferguson Field Parking Lot, CITY shall coordinate removal of the vehicles. This agreement is divisible, and consideration will be pro-rated in the event the complex should become unusable for any reason.

**SECTION 3**

SCHOOL agrees to indemnify and hold CITY harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of SCHOOL'S use of Ferguson Field and its accompanying facilities.

**SECTION 4**

SCHOOL agrees to list CITY as an additional insured party with SCHOOL'S insurance carrier. SCHOOL also agrees to provide CITY with a certificate of said insurance showing CITY as additional insured in the amount not less than one million dollars (\$1,000,000). This certificate shall be provided to CITY before SCHOOL'S use shall commence.

**SECTION 5**

SCHOOL releases CITY from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the Ferguson Field Complex under this agreement during the term set forth above. SCHOOL agrees to be fully responsible for all damages, destruction or any other loss resulting to CITY as a result of the use of the Ferguson Field Complex by SCHOOL during scheduled events hosted by SCHOOL.

**SECTION 6**

SCHOOL agrees the CITY can rent or use the complex for other events or public purposes throughout the year when the Ferguson Field Complex is not being used by the SCHOOL. If CITY rents or uses Ferguson Field, the CITY shall be responsible for the upkeep, maintenance, cleanup and repairs to the bleachers, lighting, bathrooms, concession stand, scoreboard or team meeting rooms and the athletic field associated with said uses.

**SECTION 7**

SCHOOL agrees to compensate CITY the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month for the months of August, September, and October for the use of the Ferguson Football Field Complex. SCHOOL agrees to pay said sum in accordance with Section I, above.

**SECTION 8**

SCHOOL and CITY acknowledge the following items as expenses to the CITY which are associated with the Ferguson Football Field Complex rental amount.

- Electricity (Building and Field Lights)
- General Maintenance ( Painting, Concrete, as well as Restroom Cleaning and Trash Removal)
- Turf Care (Mowing, Fertilizer, Sod, Seed, Weed Spraying)
- Water and Sewer (Usage on the field and in the building)

**SECTION 9**

SCHOOL and City acknowledge the following items as responsibilities to each party which are associated with the Ferguson Football Field Complex.

- Concession and Locker Room Space shall be cleaned by whichever party uses the spaces.
- Snow Removal: Parking Lot Provided by the CITY, field and bleachers done by SCHOOL
- Trash: CITY provides dumpster for removal, SCHOOL cleans the grounds during its use
- Field Turf: CITY cares for the field, SCHOOL performs extra mowing and marking for its use
- Water: CITY waters turf and turns the water on and off to the building as well as performs the winterization of the facilities
- Scoreboard: Owned and maintained by SCHOOL. Prior Memorandum of Understanding in place to set terms of the scoreboard
- Property Inventory: CITY and SCHOOL shall inventory the property of all equipment and identify ownership and tag appropriately annually
- Storage Space: SCHOOL shall only store items related to the complex on the property
- Youth Football Programs: Additional local youth football programs shall seek use of the complex and schedule with the SCHOOL directly.
- Scheduled Use of the Complex: SCHOOL shall provide the CITY with an annual schedule of dates the SCHOOL intends to use the facilities as early in the calendar year as possible.

**SECTION 10**

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

IN WITNESS WHEREOF, the said parties do hereto subscribe their names and affix their seals:

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

ATTEST:

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

LEAD-DEADWOOD SCHOOL DISTRICT 40-1

By: \_\_\_\_\_  
Suzanne Rogers, School Board President

ATTEST:

\_\_\_\_\_  
Margie Rantapaa, School Business Manager

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 9/5/23

Organization: L/D Youth Football and Cheer Association

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Justin Lux

Address: 786 Stage Run Rd

Phone #: 605-639-1533

Email: juslux@gmail.com

501 (c) 3- Non Profit:    Yes     No

Dates of Ticket Sales: 9/6/23 - 9/30/23

Date of Raffle Drawing: 9/30/23

Value of Raffle Prize: 1800.00

Proceeds will benefit: L/D Youth Football and Cheer

Office use only:

Presented at City Commission Meeting dated 9/5/23

Finance Office: \_\_\_\_\_