



City Commission Regular Meeting Agenda

Monday, May 03, 2021 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

- a. Swear In and taking Oath of Office
Commissioners - Sharon Martinisko and Gary Todd
City Attorney - Quentin Riggins

2. Roll Call

- a. Commission Departmental Appointments
David Ruth Jr. – Finance Commissioner and Chamber of Commerce Representative.
Sharon Martinisko – Public Works, Parks & Recreation, Safety Commissioner and Council of Local Governments Representative
Gary Todd – Commission President and Police and Fire Commissioner
Charlie Struble – Planning and Zoning, Historic Preservation Commissioner, Event Committee Member and Deadwood History Inc. Board Member
Michael Johnson - Library Representative, Public Buildings and Trolley Commissioner

3. Approve Minutes

- [a.](#) Approval of April 19, 2021 City Commission minutes

4. Approve Bills

- [a.](#) Approval of Bill List for May 3, 2021

5. Items from Citizens on Agenda

6. Consent Agenda

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

- [a.](#) Resolution 2021-10 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 30 and 31, 2021

- b. Permission to pay Sacrison Paving \$3,500.00 for asphalt repairs as a result of water main break on 2/28/21 on Cliff Street. To be paid from Public Works Water Division Professional Services.
- c. Permission to pay G&H Distributing in the amount of \$19,300.00 for down payment on mezzanine structure approved on April 19th commission meeting. (To paid from HP capital assets budget.)
- d. Acknowledge deed transfer of School Lot 8 from City of Deadwood to Deadwood Historic Preservation Commission.
- e. Appoint Historic Preservation Commissioner Trevor Santochi and Planning & Zoning Commissioner John Martinisko as members of the City of Deadwood's Capital Improvement Committee.
- f. Permission to pay Municode in the amount of \$5,850.00 for annual hosting and 2nd (and final) installment payment for new website. (To be paid from IT budget line item.)
- g. Permission to purchase 5,500 gallons of fuel from Southside Oil, at a price of \$2.47 per gallon.
- h. Permission to hire Tom Riley as a Community Service Officer at \$18.83 per hour effective May 5, 2021 pending pre-employment screening.
- i. Permission to hire Tyler Williams for Parks seasonal position at a rate of pay of \$12.88 per hour effective June 1, 2021 pending pre-employment screening.
- j. Accept letter of retirement from Officer Kip Mau effective June 12, 21. Permission to advertise for police officer position in-house for 5 days and then in official newspaper, if needed.
- k. Request free parking at all meter areas except the Broadway Parking Garage for registered cars from noon Wednesday, August 25 through 2:00 p.m. Sunday, August 29, 2021 for Kool Deadwood Nites.
- l. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Penny Paddock.
- m. Allow use of public property at the Event Complex April 5 through July 18, 2021 for Lead Deadwood Youth Baseball.
- n. Allow use of public property at Sherman Street Parking Lot Sunday, July 4, 2021 from 7:00 a.m. to 11:00 a.m. for Firecracker 5K.
- o. Allow use of public property at northern end of Welcome Center parking lot from 4:00 p.m. to 8:00 p.m. on Wednesday, July 21, 2021 for National Impala Event.
- p. Allow use of public property at the Event Complex on Thursday, September 23 through Saturday, September 25, 2021 for Black Hills Jeep Jamboree.
- q. Permission to waive banner fees and allow free parking for participants in Interpretive Lot 6:00 a.m. to 3:00 p.m. on Saturday, October 16, 2021 for Polar Plunge Event.

- r. Permission to engage Quik Signs to fabricate and install utility wraps at a cost not to exceed \$2,535.53 to be paid from the HP Public Education line item.
- s. Permission for the Mayor to sign loan agreements with Hot Springs Public Library for the display of Theodore Roosevelt/Seth Bullock exhibit and Watertown Public Library for the Baseball of the Mining Camps exhibit.
- t. Renew grant software subscription with Foundant Technologies for 2021-2022 in the amount of \$10,000.00. Permission to pay first of two installment payments of \$5,000.00. (To be paid from Historic Preservation Revolving Loan Fund Professional Services budget.)
- u. Permission to pay Eagle Enterprises, LLC in the amount \$7,785.00 for lighting enhancements in the Days of 76 Rodeo Grounds as part of the previously approved \$65,000.00 improvement budget.
- v. Resolution 2021-12 Interfund Cash Transfers, as budgeted, for 2021

7. **Bid Items**

- a. Results and staff recommendation of 40 Jefferson Retaining Wall project opened on April 29, 2021 at 2:00 p.m. Bid tab in packet.
- b. Results and staff recommendation of City Retaining Wall on Denver Street opened on April 29, 2021 at 2:00 p.m. Bid tab in packet.
- c. Set City slot machine auction date at 10:00 a.m. on June 16, 2021 for lease of forty (40) city slot machines, to be auctioned in eight blocks of five.

8. **Public Hearings**

- a. Hold public hearing for PBR Events: open container from noon to 10:00 p.m. on Friday, June 11 and Saturday, June 12, 2021 at Event Complex. (continued from April 19, 2021)
- b. Hold public hearing for Kool Deadwood Nites events: Street closures: Main Street from Wall to Deadwood 2:15 p.m. Wednesday, August 25 through 2:00 a.m. Sunday, August 29. Main Street from Deadwood to Pine 3:00 p.m. to 10:00 p.m. Thursday, August 26, Friday, August 27 and Saturday, August 28. Main Street from Wall to Pine 10:00 a.m. to 3:00 p.m. Sunday, August 29. Main Street from Lower Main at Pioneer Way to Pine 9:00 a.m. to 10:00 a.m. Sunday, August 29 for parade. Siever street 5:00 p.m. to 10:00 p.m. Thursday, August 26.; Open container: Zones 1 and 2 5:00 p.m. to 10:00 p.m. Wednesday, August 25, noon to 10:00 p.m. Thursday, August 26 through Sunday, August 29.; Waiver of banner fees: Wednesday, August 25 through Sunday August 29 for Event Sponsors, Chamber, and Kool Deadwood Nites directional banners; waiver of vending fees for the following non-profits, Deadwood Chamber and American Legion Thursday. August 26 to Sunday. August 29, waiver of vending fees, Thursday. August 26 through Saturday, August 28 for Napa Auto Parts at Lower Main lot; use of Interpretive lot 2:00 a.m. Thursday, August 26 through 2:00 p.m. Sunday, August 29, use of Lower Main Lot 8:00 a.m. Thursday, August 26 through 10:00 p.m. Saturday, August 28, use of Event Complex 7:00 a.m. through 2:00 p.m. Friday August 27, 5:00 a.m. though 2:00 p.m. Saturday. August 28 and 5:00 a.m. to 10:00 a.m. Sunday August

29 for parade line up. Main street Parking from Wild Bill Bar to Nugget Saloon and Celebrity to Mineral Palace 10:00 a.m. to 10:00 p.m. Thursday, August 27 through Saturday, August 29.

- c. Hold public hearing for Days of '76 Events: waiver of user fees Wednesday, July 21 through Wednesday, August 4, open container Saturday, July 24 through Saturday, July 31 from 7:00 a.m. to 2:00 a.m., special liquor license for Days of '76 Committee Tuesday July 27 through Saturday, July 31 from 2:00 p.m. to 10:00 p.m. at event complex, and street closure on Main Street for parades, Friday, July 30 and Saturday, July 31, 2021.
- d. Hold public hearing for Steer Roping Event: waiver of user fees Friday, August 20 through Tuesday, August 24, open container 10:00 a.m. to 2:00 a.m. Friday, August 20 through Monday, August 23, and special liquor license to Days of '76 Committee from Saturday, August 21 through Monday, August 23, 2021 from 10:00 a.m. to 6:00 p.m. at Event Complex.
- e. Hold public hearing for the closure of Siever Street during the concert events for the Deadwood Live Series at Outlaw Square. Dates are: Saturday, May 29, Sunday, May 30, Sunday, June 13, Friday, July 2, Saturday, July 3, Sunday, July 11, Sunday, July 25, Sunday, August 1, and Saturday, September 4, 2021.
- f. Hold public hearing for street closure on Gold Street between Main Street and Broadway Alley, Monday, May 17 to Monday, September 20, 2021. Broadway Alley will be one way from Wall Street to Shine Street.
- g. Set public hearing on May 17 for Moonshine Festival Events: street closure on Deadwood Street from Main Street to Pioneer Way from noon Friday, June 25 through 11:00 p.m. Saturday, June 26; open container in zone 3 - Outlaw Square including Deadwood Street from 1:00 p.m. to 10:00 p.m. Friday, June 25 and noon to 10:00 p.m. Saturday, June 26, 2021.
- h. Set public hearing on May 17 for July 4th Parade: street closure: Main Street from Lower Main at Pioneer Way to Pine from 4:15 p.m. till parade ends Sunday, July 4, 2021; sidewalk sales from 10:00 a.m. to 4:00 p.m. Saturday, July 3 and Sunday, July 4, 2021.
- i. Set public hearing on May 17 for Deadwood Live Event: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m., open container in Zone 3 - Outlaw Square including Deadwood Street from 6:00 p.m. to 10:00 p.m. Sunday, July 11, 2021.
- j. Set public hearing on May 17 for What Women Want Event: street closure, Deadwood Street from Main Street to Pioneer Way from noon Friday, July 16, to 9:00 p.m. Saturday, July 17; open container in Zone 3 Outlaw Square including Deadwood Street from 3:00 p.m. to 8:00 p.m. Friday, July 16 and 11:00 a.m. to 7:00 p.m. on Saturday, July 17, 2021.
- k. Set public hearing on May 17 for Family concert event: street closure, Deadwood Street from Main Street to Pioneer Way noon to 11:00 p.m. Friday, July 23, 2021.
- l. Set public hearing on May 17 for Deadwood Live Event: street closure, Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. and open

container in Zone 3 Outlaw Square including Deadwood Street from 5:00 p.m. to 10:00 p.m. on Sunday, July 25, 2021.

- m. Set public hearing on May 17 for Mustang Rally Event: street closure, Main Street from Wall to Deadwood Street, and parking on Main Street from Wild Bill Bar to Nugget Saloon, northwest side only 10:00 a.m. to 2:00 p.m. on Thursday, September 2, 2021.
- n. Set public hearing on May 17 for Deadwood Jam Event: street closure, Deadwood Street from 8:00 a.m. Friday, September 17 through midnight Saturday, September 18; open container in zones 1 and 2 Friday September 17 from 5:00 p.m. to 10:00 p.m., Saturday, September 18 from noon to 10:00 p.m., waiver of banner fees for event and sponsor banners Friday, September 17 and Saturday, September 18, 2021.

9. **Old Business**

10. **New Business**

- a. Acknowledge and recognize Historic Preservation Commission's acceptance of voluntary conservation easement of Tract B, McGovern Hill addition from ZCN, LLC (aka Deadwood Mountain Grand.)
- b. Permission to expend up to \$12,500.00 with Lights & Siren to equip new police vehicle. (2021 Police budgeted item.)
- c. Permission to purchase and pay Rapid Spa for a new sauna (to be placed on pool deck) for the Recreation Center in the amount of \$5,999.00. (To be paid from Rec center improvement 2021 budget.)
- d. Permission to approve change order #4 for Lower Main Improvement Project PCN X04P - deduction from contract in the amount of \$56,099.43
- e. Permission to enter into contract with Black Hills Asphalt to perform asphalt maintenance on Miller Street Parking lot in the amount of \$9,951.04. Two quotes were received with the second being from L and N Asphalt and Striping in the amount of \$14,808.48. Contract shall not include any painting of the parking enforcement lines. (To be paid from P & T Improvement budget.)
- f. Permission to enter into contract with Black Hills Asphalt for asphalt maintenance on the History and Information Center Parking Lot in the amount of \$7,797.46. Two quotes were obtained with the second from L and N Asphalt and Striping in the amount of \$10,155.29. Contract shall not include parking enforcement painting or striping. (To be paid from from P & T Improvement budget.)
- g. Permission to purchase five (5) outdoor interpretive panels from Pannier Graphics at a cost not to exceed \$3,600.00 from the 2021 HP Archives budgeted line item.
- h. Permission to enter into contract with Ferber Engineering for Phase II of the City Archives Online Search Engine in the amount not to exceed \$8,500.00 as budgeted in the 2021 HP Archives budget.

- i. First Reading of Ordinance #1324 Amending Chapter 9.12.040 Conduct prohibited in public.

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

- a. Raffle permit received from Black Hills Shootist Assoc. LTD. Drawing will be held September 11, 2021. No actions approves.
- b. Tri-City Spring Clean Up with be held Monday, May 17th thru Saturday May 22nd.

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action.
Executive Session for Legal Matters per SDCL 1-25-2(3) with possible action.

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>
Meeting ID: 605 578 2082
Password: 1876
One tap mobile: 669-900-9128

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

REGULAR MEETING, April 19, 2021

The Regular Session of the Deadwood City Commission convened on Monday, April 19, 2021 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Gary Todd. Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of April 5, 2021. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Johnson moved, Todd seconded to approve the April 19, 2021 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SERVICE	295.90
A & I DISTRIBUTORS	SUPPLIES	37.01
ACE HARDWARE	SUPPLIES	49.04
ALBERTSON ENGINEERING	PROJECT	20,886.25
ALTEC CAPITAL	PAYMENT	30,615.24
AMAZON CAPITAL	SUPPLIES	156.62
AUCA WESTERN FIRST AID	SUPPLIES	323.02
BADGER METER	SERVICE	48.42
BDTAID	SIGNAGE	4,406.90
BELL, DYLAN	REIMBURSEMENT	220.00
BH CHEMICAL	SUPPLIES	2,245.91
BH ENERGY	SERVICE	27,664.77
BH PIONEER	SERVICE	676.48
BH SECURITY	SERVICE	169.64
BH TITLE	PURCHASE	25,378.55
BH WINDOW CLEANING	SERVICE	1,957.00
BLACKSTRAP	SUPPLIES	3,991.25
BUTLER MACHINERY	SUPPLIES	155.74
CENTURY BUSINESS PRODUCTS	CONTRACT	265.32
CHAINSAW CENTER	RENTAL	296.79
CULLIGAN	SUPPLIES	82.50
CURTIS BLUE LINE	SUPPLIES	424.98
DAKOTA LUMBER	PROJECT	932.94
DAKOTA TITLE	SERVICE	120.00
DEADWOOD CHAMBER	BILL LIST	42,810.13
DEADWOOD ELECTRIC	SERVICE	622.20
DVFD	REIMBURSEMENT	148.04
DESTINATION DEVELOPMENT	MEMBERSHIP	180.00
EAGLE ENTERPRISES	SUPPLIES	2,837.76
EB COMMUNICATIONS	SERVICE	114.00
FED EX	SHIPPING	46.08
FERBER ENGINEERING	SERVICE	2,100.00
FIB CREDIT CARDS	SUPPLIES	4,060.87
FLOYD'S TRUCK CENTER	SERVICE	6,732.66
GALLS	UNIFORMS	143.39
GENPRO ENERGY SOLUTIONS	SUPPLIES	1,892.76
GOLDEN WEST	SERVICE	1,787.00
GUNDERSON, PALMER, NELSON	SERVICE	3,390.00
HAWKINS	SUPPLIES	553.50
IDENTISYS	SUPPLIES	600.00
INTERSTATE BATTERY	SUPPLIES	85.60
IWORQ	SERVICE	2,500.00
JACOBS WELDING	SERVICE	41.60
KNECHT	SUPPLIES	4,845.09
KONE	MAINTENANCE	502.76
LAWRENCE CO. REGISTER	SERVICE	30.00
LAWRENCE CO. TREASURER	TAXES	636.12
LEAD-DEADWOOD SANITARY	SERVICE	30,515.51
LIGHTING PLASTICS OF MN	SUPPLIES	641.05
LODGE AT DEADWOOD	POLE REPAIR	2,092.17
LYNN'S	SUPPLIES	49.92
M&M SANITATION	RENTAL	130.00
MARCO	CONTRACT	471.59
MENARD'S	SUPPLIES	1,133.76
MIDWEST TAPE	SUPPLIES	98.70
MONUMENT HEALTH	TESTING	70.00
MORSE, MARCIA E.	MORTGAGE EXPENSE	372.02
MS MAIL	SERVICE	174.00
NHS OF THE BLACK HILLS	SERVICE	3,124.68
NORTHWEST PIPE FITTINGS	SUPPLIES	1,814.90
OFFICE DEPOT	SUPPLIES	104.03
PASSPORT LABS	METERS	77.25
PETTY CASH	HP/ZONING	49.12
PRO PET DISTRIBUTORS	SUPPLIES	1,212.70
QUIK SIGNS	SERVICE	361.74
QUILL	SUPPLIES	157.66
RASMUSSEN MECHANICAL	SERVICE	45.62
RUNNING SUPPLY	SUPPLIES	119.99
RUSHMORE COMMUNICATIONS	SUPPLIES	440.00
SANDER SANITATION	SERVICE	11,612.73
SCHRAMM, STEVE	PROJECT	7,910.00

REGULAR MEETING, April 19, 2021

SCOTT PETERSON MOTORS	SUPPLIES	43.54
SD ASSN. OF CODE ENFORCEMENT	CONFERENCE	100.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	2,022.69
SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF REVENUE	TAX	4,016.60
SD GOV. FINANCE OFFICERS	REGISTRATION	75.00
SD GOV. HUMAN RESOURCE	REGISTRATION	50.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	573.00
SD STATE ARCHAEOLOGICAL	REPORT	1,800.00
SJOMELING, DAN & SHAUNNA	PROJECT	5,389.20
SMITHSONIAN	MEMBERSHIP	15.00
SOUTH DAKOTA 811	SERVICE	23.52
SOUTHSIDE SERVICE	SERVICE	440.10
STRETCH'S	SERVICE	391.30
STURDEVANT'S	SUPPLIES	3,932.08
SUMMIT SIGNS	SIGNAGE	220.00
TALLGRASS LANDSCAPE	PROJECT	2,600.00
TEMPERATURE TECHNOLOGY	SERVICE	285.00
THE LORD'S CUPBOARD	RECYCLING	59.94
TOMS, DON	PROJECT	600.00
TRIPLE K	SERVICE	93.00
TYLER TECHNOLOGIES	SERVICE	455.00
UMENTHUM, KEITH	MORTGAGE EXPENSE	887.40
UNITED LABORATORIES	SUPPLIES	350.35
US GEOLOGICAL SURVEY	SERVICE	8,000.00
VERIZON CONNECT	SERVICE	95.95
VIGILANT BUSINESS SOLUTION	SERVICE	117.00
		Total \$323,454.19

CONSENT

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

- a. Allow use of public property at the Event Complex on Saturday, May 29 through Monday, May 31, 2021 for Back When They Bucked Event. Deposit has been received.
- b. Approve Special Alcohol License for Cadillac Jacks to serve liquor at Event Complex from 9:00 a.m. to 9:00 p.m. Sunday, May 30, 2021 for Back When They Bucked Event. No public hearing necessary since license is on publicly owned property.
- c. Allow use of public property at the Event Complex on Wednesday, June 9 through Sunday, June 13, 2021 for PBR Event. Deposit has been received.
- d. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, July 11 and Saturday, July 12, 2021 for PBR.
- e. Allow use of public property at the Event Complex on Saturday, July 10 through Friday, July 16, 2021 for 3 Wheeler Rally Event. Deposit has been received.
- f. Approve Special Alcohol License for First Gold to serve Liquor at the Event Complex Sunday, July 11 through Thursday, July 15, 2021 from noon to 10:00 p.m. for 3 Wheeler Rally Event. No public hearing necessary since license is only publicly owned property.
- g. Allow use of public property at the Event Complex on Monday, September 6 through Tuesday, September 14, 2021 for Freestyle Motocross Event. Deposit has been received.
- h. Approve Special Alcohol License for Cadillac Jacks to serve liquor at the Event Complex on Saturday, September 11, 2021 from 4:00 p.m. to 10:00 p.m. for Motocross Event. No public hearing necessary since license is on publicly owned property.
- i. Permission to hire Ruth Durst, Tanner Ruth and Georgeann Silvernail for Mt. Moriah Cemetery Ticket Booth Attendants for the 2021 season at \$12.88 per hour, effective May 3, 2021, pending pre-employment screening.
- j. Permission to correct the hiring of Greg Nelson for Public Works Seasonal Technician at a rate of pay of \$14.94 per hour, effective May 3, 2021. Job title and hourly rate were incorrectly stated on April 5, 2021 agenda.
- k. Permission to pay RCS Construction in the amount of \$3,163.27 for Concrete Curb and Gutter Repair caused by water main break on February 28, 2021. (To be paid by Street repairs.)
- l. Permission to promote Justin Lux to Police Sergeant at \$27.02 per hour, effective May 5, 2021.
- m. Permission to hire Cade Lyon for Recreation Center front desk position at a rate of \$12.88 per hour effective April 26, 2021, pending pre-employment screening.

REGULAR MEETING, April 19, 2021

- n. Permission to hire Casey Elliott and John Isaak for Seasonal Parks position at a rate of \$12.88 per hour effective May 3, 2021, pending pre-employment screening.
- o. Approve recommendation from Parking and Transportation to transfer Boot Hill Tours Conveyance License from Ron Pray to Ride Deadwood LLC, Blake and Rebecca Joseph dba Boot Hill Tours.
- p. Approve updated times for Bike Parking on Main Street from Wild Bill Bar to Nugget Saloon, and in front of Mineral Palace during Wild Bill Days: Friday, June 18 and Saturday, June 19, 2021 from 10:00 a.m. to 10:00 p.m. Public hearing was held March 15, 2021 and times approved were 10:00 a.m. to 5:00 p.m. and noon to 10:00 p.m. on Saturday.
- q. Request to purchase large scale printer from Century Business Products in an amount of \$4,328.67 as budgeted under HP Office Equipment.
- r. Permission to hire Rasmussen Mechanical in an amount not to exceed \$3,500.00 to replace burner/inducer assembly in hot water heater at Days of 76 Museum. (To be paid from Public Buildings repair budget.)
- s. Permission for Mayor to sign Deadwood Public Library 2020 annual report.
- t. Permission to purchase 43" ELO Monitor and compatible computer along with wall mount from PCNation in the amount of \$3,316.35 from the 2021 HP Public Education line item.

BID ITEMS**Results**

Mayor Ruth stated one bid was opened for Mount Moriah Cemetery Improvements as advertised. Bid bond was included in the following bid submittal:

Mac Construction: \$69,800.00 plus Bid Alternate #1 \$6,150.00

Historic Preservation Officer Kuchenbecker spoke about the project. After discussion concerning budget and safety, Martinisko moved, Johnson seconded to approve recommendation and award Mt. Moriah Cemetery Improvements to Mac Construction in the amount of \$75,950.00. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**License**

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Todd seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine License for Deadwood Miners at 137 Charles Street. Roll Call: Aye-All. Motion carried.

Back When They Bucked

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Todd moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex 9:00 a.m. to 9:00 p.m. on Sunday, May 30, 2021. Roll Call: Aye-All. Motion carried.

PBR

Public hearing was opened at 5:08 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Todd seconded to reset public hearing on May 3, 2021. Roll Call: Aye-All. Motion carried.

Bev's Poker Run

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed. Johnson moved, Todd seconded to approve parking on Main Street from Wall to Lee Street (Southwest side only) from 5:00 p.m. to 9:00 p.m. on Sunday, June 13, 2021. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 19, 2021Deadwood Live

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to approve open container in Zone 3 from 6:00 p.m. to 10:00 p.m. Sunday, June 13, Friday, July 2 and Saturday, July 3; street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. on Sunday, June 13 and 8:00 a.m. Friday, July 2 to 11:00 p.m. Saturday, July 3, 2021. Roll Call: Aye-All. Motion carried.

Dia Del Taco

Public hearing was opened at 5:13 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to approve open container in Zone 3 from noon to 7:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 11:00 p.m. on Saturday, July 10, 2021. Roll Call: Aye-All. Motion carried.

Legends Ride/Bike Parking

Public hearing was opened at 5:14 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to approve parking on Main Street Sunday, August 1 through Sunday, August 15, 2021, parking in Interpretive Lot Thursday, August 5 through Sunday, August 15, street closure on Main Street from Pine to Deadwood Street from 8:00 a.m. to 3:30 p.m. and waiver of banner fees on Monday, August 9, 2021. Roll Call: Aye-All. Motion carried.

All In One Motocross

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

Todd moved, Johnson seconded to allow the relaxation of the open container ordinance at the Event Complex from 4:00 p.m. to 10:00 p.m. on Saturday, September 11, 2021. Roll Call: Aye-All. Motion carried.

3 Wheeler Rally

Public hearing was opened at 5:17 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Todd moved, Johnson seconded to approve street closure on Main Street on Main Street from Wall Street to Deadwood Street from 11:00 a.m. to 2:00 p.m. on Wednesday, July 14, street closure from Tin Lizzies to Masonic Temple from 1:00 p.m. until parade ends, and relaxation of open container ordinance at the Event Complex Sunday, July 11 through Thursday, July 15, 2021 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Public Property

Public hearing was opened at 5:19 p.m. by Mayor Ruth Jr. Planning and Zoning Administrator Russell spoke about the lease to Hickok's, hearing closed.

Martinisko moved, Johnson seconded to lease a portion of public sidewalk, 1149 square feet, along Deadwood Street and adjacent to the structure located at 685 Main Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Todd seconded to set public hearing on May 3 for Kool Deadwood Nites Events. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to set public hearing on May 3 for Days of '76 Events. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 19, 2021

Johnson moved, Martinisko seconded to set public hearing on May 3 for Steer Roping Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 3 for the closure of Siever Street during the concert events for the Deadwood Live series at Outlaw Square. Dates are: Saturday, May 29, Sunday, May 30, Sunday, June 13, Friday, July 2, Saturday, July 3, Sunday, July 11, Sunday, July 25, Sunday, August 1, and Saturday, September 4, 2021. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on May 3 for street closure on Gold Street between Main Street and Broadway Alley, Monday, May 17 to Monday, September 20, 2021. Broadway Alley will be one way from Wall Street to Shine Street. Roll Call: Aye-All. Motion carried.

Mayor Ruth Jr. stated advice was received from legal counsel that motions can be made for open containers collectively instead of each day.

NEW BUSINESS**Second Reading**

Martinisko moved, Johnson seconded to approve second reading of Ordinance #1323 Amending Deadwood Sign Ordinance Chapter 15.32.200 illumination. Roll Call: Aye-All. Motion carried.

Agreement

Russell spoke about the agreement. Discussion was held concerning events at Outlaw Square. Martinisko moved, Todd seconded to allow Mayor to sign lease agreement with DHIH, LLC dba as Hickok's for use of 1149 square feet of common area located at the southwest corner of Main and Deadwood Streets. Roll Call: Aye-All. Motion carried.

Contract

Martinisko moved, Johnson seconded to allow Mayor to sign contract with MAC Construction Company, Inc. in the amount of \$75,950.00 for the 2021 Mount Moriah Cemetery Improvement Project and allow staff to issue a Notice to Proceed. (Funding through the budgeted Historic Cemeteries Enterprise Fund.) Roll Call: Aye-All. Motion carried.

Contract

Kuchenbecker spoke about the contract. Martinisko moved, Johnson seconded to allow Mayor to sign contract with Seaton Publishing for maintaining kiosks at the Deadwood Welcome Center, History and Information Center, South Gateway and the Deadwood portion of the Explore Black Hills mobile app at a cost of \$20,250.00 from the 2021 HP Public Education line item. Roll Call: Aye-All. Motion carried.

Final Plat

Russell spoke about the plat. Martinisko moved, Johnson seconded to act as Board of Adjustments and approve final plat for Darleen Hicks. Legal Description is: Plat of Lots K1 and K2 being a portion of Tract H of the subdivision of Probate lot 327 and Lot 5 of Peck's Garden Subdivision Located in the NW1/4 of Section 27, T5N, R3E, B.H.M., Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Contract

Public Works Director Nelson Jr. spoke about the contract. Martinisko moved, Johnson seconded to enter into contract with Black Hills Asphalt to perform crack sealing on Centennial Avenue and the Event Complex Parking Lot in the amount of \$11,221.65. (To be paid from Public Works and P&T budgets.) Roll Call: Aye-All. Motion carried.

Pay

Nelson Jr. spoke about the invoice. Discussion was held concerning audit. Martinisko moved, Todd seconded to pay South Dakota Department of Transportation Invoice Number S00117994 in the amount of \$26,488.00. Work related to Joint Powers agreement 614780 between SDDOT and City dated July 3, 2018 for project NH014A(15)4104FA. Work: Design and construct ADA complaint ramps on lower Main Street near Gateway Sign and video detection system for traffic signals. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 19, 2021

Pay

Martinisko moved, Johnson seconded to pay Government Capital \$32,207.32 for annual lease payment on 2021 Mack Dump Truck. (To be paid from Streets Equipment budget.) Roll Call: Aye-All. Motion carried.

Purchase

Facilities and Transportation Director Kruzel spoke about the purchase. Martinisko moved, Johnson seconded to purchase Microsoft 365 upgrade (47 work stations) from Golden West Technologies in an amount not to exceed \$5,070.00. (To be paid from HP and General Fund Technology budgets.) Roll Call: Aye-All. Motion carried.

Install

Kruzel spoke about the upgrade. Discussion was held concerning budget, cost and storage. Martinisko moved, Johnson seconded install a mezzanine in the Days of '76 Museum shop at a cost not to exceed \$81,033.89 from G & H Distributing of Rapid City including materials and installation. (To be paid from the 2021 HP Capital Assets.) Roll Call: Aye - Johnson, Martinisko, Ruth. Nay - Todd. Motion carried.

Purchase

Russell spoke about the purchase. Discussion was held concerning current meters, location of kiosks and signage. Johnson moved, Martinisko seconded to purchase and pay IPS Solutions \$56,566.87 for nine additional MS1 pay stations for the purpose of replacing the existing parking meters. (To be paid from Parking & Transportation budget.) Roll Call: Aye-All. Motion carried.

Purchase

Nelson Jr. spoke about the purchase. Johnson moved, Todd seconded to purchase 234 tons of screened and delivered sand for \$7,000.00 to be utilized in the Days of '76 arena at the Deadwood Event Complex as a partnership with the Days of '76 Rodeo and James Carter of Deadwood All In. (To be paid from Street supplies budget.) Roll Call: Aye-All. Motion carried.

Permission

Kruzel and Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to expend up to \$25,000.00 for the construction of a 16'-0" x 32'-0" lean-to addition on the rear of the Days of '76 Museum workshop for storage needs. (To be paid from HP Capital Assets line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- a. Raffle permit received from 173D Airborne Brigade National Memorial Foundation. Drawing will be held November 8, 2021. No action approves.
- b. Raffle permit received from St. John's Episcopal Church. Drawing will be held September 6, 2021. No action approves.

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 6:10 p.m. The next regular meeting will be on Monday, May 3, 2021.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
	I-05012021	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,328.46	
	I-05012021	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,394.66	
	I-05012021	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,142.63	
	I-05012021	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,677.37	
	I-05012021	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,185.43	
	I-05012021	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	16,860.95	
	I-05012021	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,700.30	
	I-05012021	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.96	
01-0436	BLACK HILLS WINDOW CLEA					
	I-94158	101-4192-422-17	PROFESSIONAL- MARCH 8 WINDOW CLN OUT/DAYS	000000	190.50	
01-0508	GALLS, LLC					
	I-018065106	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	74.02	
01-0551	MENARD'S					
	I-95615	101-4192-425-17	REPAIRS-DAYS POPLAR BOARD-MORTISE-CORK/DAYS	000000	455.18	
01-0553	MONTANA DAKOTA UTILITIE					
	I-NAT GAS 04/23/21	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	32.09	
	I-NAT GAS 04/23/21	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	366.49	
	I-NAT GAS 04/23/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	297.96	
	I-NAT GAS 04/23/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	271.22	
	I-NAT GAS 04/23/21	101-4192-428-04	UTILITIES - C CITY HALL	000000	660.97	
	I-NAT GAS 04/23/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	412.03	
	I-NAT GAS 04/23/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	200.66	
	I-NAT GAS 04/23/21	101-4192-428-09	UTILITIES - H HARCC	000000	237.23	
	I-NAT GAS 04/23/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	332.82	
	I-NAT GAS 04/23/21	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	153.32	
	I-NAT GAS 04/23/21	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	3,679.93	
	I-NAT GAS 04/23/21	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	415.12	
	I-NAT GAS 04/23/21	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	189.93	
	I-NAT GAS 04/23/21	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	51.02	
	I-NAT GAS 04/23/21	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	746.94	
	I-NAT GAS 04/23/21	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	451.15	
01-0563	RCS CONSTRUCTION					
	I-202101.8	101-4310-425	REPAIRS CURB-GUTTER REP CALAMITY LN/ST	000000	3,163.27	
01-0578	TWIN CITY HARDWARE & LU					
	C-2104-127183	101-4192-425-21	REPAIRS - WEL 24" FOUR TUBE/WELCOME CENTER	000000	11.99-	
	I-2102-120572	101-4221-425	REPAIRS AA SOLAR BATTERIES - FIRE DEPT	000000	12.98	
	I-2103-124362	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	7.38	
	I-2103-124378	101-4310-426	SUPPLIES T HANDLE HEX KEY/STREETS	000000	3.99	
	I-2103-124379	101-4310-426	SUPPLIES AWG CONNECTOR-25 PK/STREETS	000000	15.97	
	I-2103-124388	101-4221-425	REPAIRS SURGE STRIP,BATTERIES-FIRE DPT	000000	34.47	
	I-2103-124423	101-4192-426	SUPPLIES 40 CT TUBOTOWELS/PUB BLDGS	000000	7.49	
	I-2103-124427	101-4520-426	SUPPLIES 4X4 HALF BASE Z-MAX/PARKS	000000	13.98	

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2103-124604	101-4192-425-21	REPAIRS - WEL 30W 36" T8 CW FLUOR TUBE/WELCO	000000	151.84
		I-2103-124613	101-4310-426	SUPPLIES (2) TUBE SAND 40L/STREETS	000000	13.98
		I-2103-124644	101-4520-426	SUPPLIES LAG SCREWS-SEALANT/PARKS	000000	48.97
		I-2103-124646	101-4192-425-21	REPAIRS - WEL 17W 24" T8 SW FLUOR TUBE/WELCO	000000	23.98
		I-2103-124701	101-4310-426	SUPPLIES 3/4" EMT COUPLING/STREETS	000000	1.99
		I-2103-124807	101-4192-425-13	REPAIRS - REC MOPHEAD-TOWELS-LIMEAWAY/REC	000000	61.12
		I-2103-124816	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	4.38
		I-2103-124817	101-4192-425-04	REPAIRS - CIT FLOOR DOOR STOP/CITY HALL	000000	9.99
		I-2103-124841	101-4192-425-10	REPAIRS - LIB WING CONNECT-AWG CONNECT/LIBRA	000000	8.98
		I-2103-124935	101-4310-426	SUPPLIES WRENCH-SCREWDRIVERS SET/STRS	000000	53.97
		I-2103-124991	101-4192-425-17	REPAIRS-DAYS SWIFFER DUSTER-SHOP TOWELS/DAY	000000	15.08
		I-2103-124992	101-4192-425-04	REPAIRS - CIT SPRAY TEXTURE-2X4X10 PINE/CITY	000000	64.94
		I-2103-125039	101-4192-425-17	REPAIRS-DAYS CONDUIT-PAINT-CONNCT-OUTLET/DA	000000	66.00
		I-2103-125048	101-4192-425-17	REPAIRS-DAYS 4" HOLE SAW/DAYS MUSEUM	000000	22.99
		I-2103-125055	101-4310-426	SUPPLIES CAL-LIME-RUST REMOVER/STRTS	000000	54.98
		I-2104-125113	101-4192-425-04	REPAIRS - CIT FRAME-LINER-BLADE-RAGS-OPEN/CI	000000	82.94
		I-2104-125130	101-4310-426	SUPPLIES (2) BLACK GORILLA TAPE/STREETS	000000	23.98
		I-2104-125136	101-4192-426-13	SUPPLIES - RE MICROFIBER GR-MOPHEAD/REC CENT	000000	104.95
		I-2104-125138	101-4192-425-04	REPAIRS - CIT PASTE BS PAINT/CITY HALL	000000	40.99
		I-2104-125156	101-4520-426	SUPPLIES FOAM-BRISTLE CHIP RUSH/PARKS	000000	16.53
		I-2104-125169	101-4520-426	SUPPLIES WHT ALUM DOOR CAP/PARKS	000000	5.49
		I-2104-125206	101-4192-425-17	REPAIRS-DAYS OUTLET-SPRAY PAINT-COVER/DAYS	000000	29.16
		I-2104-125231	101-4192-425-21	REPAIRS - WEL DIST WATER-FUNNEL-DUSTER/WELCO	000000	17.25
		I-2104-125264	101-4192-425-04	REPAIRS - CIT READY PATCH-DRYWALL REPAIR/CIT	000000	21.97
		I-2104-125623	101-4520-426	SUPPLIES TAPE-CHIP BRUSH-ENAMEL/PARKS	000000	110.42
		I-2104-125662	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	2.40
		I-2104-125733	101-4520-426	SUPPLIES (3) FLAT PAINT BRUSH/PARKS	000000	35.97
		I-2104-125789	101-4520-426	SUPPLIES MASKING TAPE-BRISTLE BRUSH/PRK	000000	25.36
		I-2104-125795	101-4310-426	SUPPLIES RIVET CARD-ALUM-MULTI/STRTS	000000	37.95
		I-2104-125799	101-4520-426	SUPPLIES HANDLE-FINISH-CHIP BRUSH/PRKS	000000	72.46
		I-2104-125877	101-4310-426	SUPPLIES (2) HAMMER HANDLE/STREETS	000000	14.98
		I-2104-125893	101-4520-426	SUPPLIES CLEAR WELD EPOXY/PARKS	000000	7.99
		I-2104-125924	101-4221-425	REPAIRS CONE NUTS,CORNER BRACES- FIRE	000000	35.94
		I-2104-125936	101-4192-425-08	REPAIRS - HIS C ALKALINE BATTERIES/HISTORY	000000	9.99
		I-2104-125942	101-4192-425-04	REPAIRS - CIT 3 WAY GRND SWITCH/CITY HALL	000000	5.49
		I-2104-125964	101-4221-425	REPAIRS FASTENERS - FIRE DEPT	000000	1.40
		I-2104-125981	101-4192-425-17	REPAIRS-DAYS FLUOR TUBE-FASTENERS/DAYS	000000	9.49
		I-2104-126045	101-4520-426	SUPPLIES PP INT 6 X 3/4/PARKS	000000	4.99
		I-2104-126131	101-4520-426	SUPPLIES 2X8X8 PINE-FINISH-BRUSH/PARKS	000000	149.89
		I-2104-126135	101-4520-426	SUPPLIES 2 X 10 X 8 PINE/PARKS	000000	12.00
		I-2104-126181	101-4192-425-04	REPAIRS - CIT 1.5V WA BATTERY/CITY HALL	000000	9.98
		I-2104-126211	101-4520-426	SUPPLIES (2) BLACK SPRAY PAINT/PARKS	000000	9.58
		I-2104-126213	101-4192-426	SUPPLIES LINDHAUS BAGS A4/PUB BLDGS	000000	39.98
		I-2104-126286	101-4192-425-07	REPAIRS - FIR CLOTH RAG-FOAM BRUSH/FIRE DEPT	000000	35.92
		I-2104-126291	101-4192-425-03	REPAIRS - BAL TOILET SEAT-UNIV BOWL/BALLPARK	000000	569.92
		I-2104-126313	101-4192-425-03	REPAIRS - BAL GASKET-BOLTS-BOLT SET/BALLPARK	000000	24.94
		I-2104-126341	101-4192-425-03	REPAIRS - BAL (2) UNIVERSAL BOWL WHT/BALLPAR	000000	279.98
		I-2104-126587	101-4192-425-21	REPAIRS - WEL FORSTNER BIT/WELCOME CENTER	000000	14.99

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2104-126662	101-4192-425-03	REPAIRS - BAL TLT BOWL BOLTS-BOWL GASKET/BAL	000000	39.93
		I-2104-126773	101-4192-425-03	REPAIRS - BAL RING-SHARPIE-GASKET-SHIMS/BALL	000000	26.97
		I-2104-126795	101-4192-425-17	REPAIRS-DAYS OUTLET-WALL PL-CONNECT/DAYS	000000	10.67
		I-2104-126796	101-4310-426	SUPPLIES 18 PC COMBO HEX KEY/STRTS	000000	11.99
		I-2104-126813	101-4310-426	SUPPLIES BLACK SPRAY PAINT/STREETS	000000	9.58
		I-2104-126819	101-4310-426	SUPPLIES (4) BAGS SOFTENER SALT/STRTS	000000	29.16
		I-2104-126955	101-4520-426	SUPPLIES SPRAY PAINT-FASTENERS/PARKS	000000	46.43
		I-2104-126960	101-4192-425-17	REPAIRS-DAYS POLE THERMOSTAT-ELECTRICAL/DAY	000000	23.39
		I-2104-127018	101-4520-426	SUPPLIES SANDING BELT-2X10X16 PINE/PARK	000000	107.96
		I-2104-127076	101-4192-425-03	REPAIRS - BAL RING-USHIMS-GASKET/BALLPAR	000000	24.97
		I-2104-127171	101-4192-425-03	REPAIRS - BAL GREASE-BREAKER KIT-TUBE/BALLPA	000000	39.45
		I-2104-127185	101-4310-426	SUPPLIES HWH SCREW-MTL SCREW/STREETS	000000	39.98
		I-2104-127246	101-4192-425-21	REPAIRS - WEL (2) LIGHT TEE HINGE/WELCOME CE	000000	11.98
		I-2104-127331	101-4310-426	SUPPLIES WIPES-BROOM-PUNCH PIN SET/STRT	000000	33.77
		I-2104-127334	101-4192-425-03	REPAIRS - BAL FKEX-90 DEG CONNECTORS/BALLPAR	000000	6.55
		I-2104-127337	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	2.99
		I-2104-127367	101-4192-425-03	REPAIRS - BAL FLANGED WAX GASKET/BALLPARK	000000	3.49
		I-2104-127374	101-4520-426	SUPPLIES 3" - 5" CLAMPS/PARKS	000000	5.98
		I-2104-127377	101-4192-425-03	REPAIRS - BAL 1G GR CVR DUP/BALLPARK	000000	7.49
		I-2104-127692	101-4192-425-10	REPAIRS - LIB (2) 40W 4' T12 CW FLUOR TUBE/L	000000	9.38
		I-2104-127732	101-4520-426	SUPPLIES GORILLA WELD-DRIL W/WINGS/PRKS	000000	31.47
		I-2104-127741	101-4192-425-17	REPAIRS-DAYS LG SCREW EYE-QUICK LINK/DAYS	000000	4.98
		I-2104-127800	101-4192-425-02	REPAIRS - ADA WOOD SCREW-PAINT-HINGE/AD MUS	000000	27.92
		I-2104-127845	101-4192-425-03	REPAIRS - BAL WEDGE ANCHOR-BREAKER/BALLPARK	000000	92.45
		I-2104-127974	101-4192-425-17	REPAIRS-DAYS BRUSH-WHEEL-SCREW-MANDREL/DAYS	000000	57.90
		I-2104-128157	101-4192-426	SUPPLIES NET BUILDERS-TEE HINGE/PB	000000	18.97
		I-2104-128215	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	10.71
		I-2104-128428	101-4221-426	SUPPLIES .7MM LEAD REFILL - FIRE DEPT	000000	1.98
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-04212021	101-4520-434	MACHINERY/EQU TITLE/PLATES-UTIL.TRAILER- PKS	000000	21.20
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-62430	101-4310-425	REPAIRS NEW TIRES DISMNT-MOUNT/STRTS	000000	2,389.00
01-0682	PITNEY BOWES INC					
		I-042221	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1340627	101-4310-426	SUPPLIES MANHOLE RISERS-ADJ RINGS/STRTS	000000	278.40
01-0742	OFFICE DEPOT					
		I-167056116001	101-4142-426	SUPPLIES KEYBOARD/MOUSE - RM/FINANCE	000000	44.99
		I-168734329001	101-4192-426	SUPPLIES CREAMER, TEA BAGS - PUB BLDGS	000000	37.35
01-0784	WESTERN STATES FIRE PRO					
		I-WSF347238	101-4192-425-13	REPAIRS - REC REP FACE PLATE GASKET/REC CENT	000000	622.50

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9877365661	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
		I-9877365661	101-4520-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	24.87
		I-9877365661	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.87
01-1046	KARL'S TV & APPLIANCE,					
		I-112511367	101-4192-425-13	REPAIRS - REC FR LOAD ELECT DRYER/REC CENT	000000	899.99
01-1098	HILLYARD/SIOUX FALLS					
		I-604308363	101-4111-422-02	SAFETY - COVI MASK FDA CERT ASTM MASK/COVID	000000	488.57
01-1171	A & B BUSINESS SOLUTION					
		I-IN829180	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	68.37
		I-IN829183	101-4310-426	SUPPLIES MONTHLY BASE CONTRACT RATE/STR	000000	72.81
		I-IN829184	101-4520-426	SUPPLIES MONTHLY BASE CONTRACT RATE/PRK	000000	136.60
		I-IN830407	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	115.74
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1967614	101-4310-426	SUPPLIES SQUEEGEE-IMP-HEX SOCKET SET/ST	000000	1,130.40
		I-1969946	101-4310-426	SUPPLIES AIR HOSE-LUBE-ROPE-SHOP VAC/ST	000000	2,289.26
01-1331	SD MUNICIPAL LEAGUE					
		I-04262021	101-4142-427	TRAVEL SDML BUDGET TRAINING-JM-FINANC	000000	25.00
		I-04262021	101-4111-427	TRAVEL SDML BUDGET TRAINING-SM-COMM,	000000	25.00
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-240108	101-4310-426	SUPPLIES 6 FT LANEGUARD BARRICADES/STR	000000	1,351.67
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S00117994	101-4310-433	IMPROVEMENTS PART HWY WORK US14A-US85/STRT	000000	26,488.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028433	101-4192-425-21	REPAIRS - WEL 1/8 CLEA TEMPERED/WELCOME	000000	397.38
01-1502	BLACK HILLS CHEMICAL					
		I-196095B	101-4192-426	SUPPLIES GLEM GLASS CLEANER/PUB BLDGS	000000	36.24
		I-197429	101-4192-426	SUPPLIES GLEM GL CLNR-ROLL TOWEL/PUB BL	000000	104.87
		I-197446	101-4111-422-02	SAFETY - COVI BL VINYL GLOVES/COVID 19	000000	129.90
		I-197814	101-4192-426	SUPPLIES GLOVE-BLCH-TOWEL-FOAM SAN/PB	000000	829.74
01-1725	QUILL CORPORATION					
		I-16002123	101-4221-426	SUPPLIES EXPANDING FILES - FIRE DEPT	000000	79.74
		I-16017294	101-4221-426	SUPPLIES EXPANDING FILES - FIRE DEPT	000000	79.74
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1384744	101-4520-426	SUPPLIES TRIM LINE-BRUSHCUTTER-SPL/PRKS	000000	493.65
01-1826	AT&T MOBILITY					
		I-287304791844X04232	101-4210-422	PROFESSIONAL MDT POLICE CARS - APRIL	000000	120.22

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1826	AT&T MOBILITY	continued				
		I-287304791844X04232	101-4210-422	PROFESSIONAL MDT POLICE CARS - MAY	000000	160.16
01-2396	AMERICAN LEGAL PUBLISHI					
		I-7424	101-4142-422	PROFESSIONAL SUPPLEMENT EDITING PGS-FINANCE	000000	1,485.04
		I-7763	101-4142-422	PROFESSIONAL I-NET SUPPLEMENT PAGES-FINANCE	000000	140.60
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-04172021	101-4221-427	TRAVEL REIMBS.-3 ANN'L CONF.REGIS.FEE	000000	525.00
01-3094	BOMGAARS					
		I-57769893	101-4192-425-17	REPAIRS-DAYS POWER STRIP-SHEARS/DAYS MUS	000000	246.98
01-3156	BRANDON INDUSTRIES INC.					
		I-2002693-IN	101-4310-426	SUPPLIES TRIM FOR DBL SIDED ST SIGNS/ST	000000	331.00
		I-2002694-IN	101-4310-426	SUPPLIES POLES-SIGNS/STREETS	000000	1,057.00
		I-2002694-IN	101-4370-426	SUPPLIES POLES-SIGNS/OAKRIDGE	000000	1,342.00
01-3309	THE LORD'S CUPBOARD					
		I-04222021	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	70.67
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV026156	101-4192-425-13	REPAIRS - REC TRANSFORMER 460V/24V/REC CENT	000000	204.75
01-3421	S AND C CLEANERS					
		I-04/26/21 CLEANING	101-4192-422	PROFESSIONAL BATHROOMS-OSQ OFFICE	000000	935.00
		I-04/26/21 CLEANING	101-4192-422-04	PROFESSIONAL CITY HALL CLEANING/MARCH	000000	990.00
		I-04/26/21 CLEANING	101-4192-422-04	PROFESSIONAL DEADWOOD POLIC DEPT	000000	1,365.00
		I-04/26/21 CLEANING	101-4192-422-07	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-04/26/21 CLEANING	101-4192-422-07	PROFESSIONAL CLEANING/FIRE DEPT	000000	400.00
		I-04/26/21 CLEANING	101-4192-422-13	PROFESSIONAL DEADWOOD REC CENTER CLEANING	000000	2,533.00
		I-04/26/21 CLEANING	101-4192-422-21	PROFESSIONAL WELCOME CENTER CLEANING	000000	1,740.00
01-3506	ALSCO					
		C-LCAS1404227-CRD	101-4192-422-14	PROFESSIONAL CREDIT MATS/STREETS	000000	30.65-
		C-LCAS1404227-CRD1	101-4192-422-14	PROFESSIONAL CREDIT MATS-MOPS-BAG/STRTS	000000	246.00-
		I-ALSCO 04/07/21	101-4192-422-04	PROFESSIONAL CITY HALL - LCAS1404225	000000	165.38
		I-ALSCO 04/07/21	101-4192-422-07	PROFESSIONAL FIRE HALL - LCAS1404229	000000	34.29
		I-ALSCO 04/07/21	101-4192-422-08	PROFESSIONAL- HISTORY - LCAS1404230	000000	99.97
		I-ALSCO 04/07/21	101-4192-422-10	PROFESSIONAL LIBRARY - LCAS1404231	000000	22.00
		I-ALSCO 04/07/21	101-4192-422-11	PROFESSIONAL PARKS - LCAS1404226	000000	44.92
		I-ALSCO 04/07/21	101-4192-422-14	PROFESSIONAL STREETS - LCAS1404227	000000	720.82
		I-ALSCO 04/07/21	101-4192-422-15	PROFESSIONAL TROLLEY - LCAS1404228	000000	81.79
		I-ALSCO 04/21/21	101-4192-422-04	PROFESSIONAL CITY HALL - LCAS1406781	000000	176.13
		I-ALSCO 04/21/21	101-4192-422-07	PROFESSIONAL FIRE HALL - LCAS1406780	000000	34.29
		I-ALSCO 04/21/21	101-4192-422-08	PROFESSIONAL- HISTORY - LCAS1406779	000000	95.98
		I-ALSCO 04/21/21	101-4192-422-10	PROFESSIONAL LIBRARY - LCAS1406778	000000	22.00
		I-ALSCO 04/21/21	101-4192-422-11	PROFESSIONAL PARKS - LCAS1406777	000000	44.70
		I-ALSCO 04/21/21	101-4192-422-14	PROFESSIONAL STREETS - LCAS	000000	0.00

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3506	ALSCO	continued				
		I-ALSCO 04/21/21	101-4192-422-15	PROFESSIONAL TROLLEY - LCAS1406775	000000	81.79
		I-LCAS1405693	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	127.69
01-3754	WL CONSTRUCTION SUPPLY					
		I-28721	101-4310-426	SUPPLIES RESCUE MASTER DIAMOND BL/STRTS	000000	499.98
01-3836	MID-AMERICAN RESEARCH C					
		I-0728846-IN	101-4310-426	SUPPLIES STRIPING PAINT-BLUE-WHITE/STRT	000000	449.36
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/21	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 04/16/21	101-4192-428-22	UTILITIES - M MM TICKET BOOTH 6501	000000	125.60
		I-TELEPHONE 04/16/21	101-4192-428-22	UTILITIES - M MM SECURITY ALARM 5801	000000	40.87
		I-TELEPHONE 04/16/21	101-4192-428-22	UTILITIES - M MM GIFT SHOP 7801	000000	0.00
		I-TELEPHONE 04/16/21	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	240.50
		I-TELEPHONE 04/16/21	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,345.70
		I-TELEPHONE 04/16/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	283.44
		I-TELEPHONE 04/16/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE 04/16/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.10
		I-TELEPHONE 04/16/21	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	269.36
		I-TELEPHONE 04/16/21	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 04/16/21	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.90
		I-TELEPHONE 04/16/21	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	138.69
		I-TELEPHONE 04/16/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
		I-TELEPHONE 04/16/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
		I-TELEPHONE 04/16/21	101-4192-428-19	UTILITIES - G 132.24	000000	0.00
01-3877	MUTUAL OF OMAHA					
		I-05/01/2021	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.04
		I-05/01/2021	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
		I-05/01/2021	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
		I-05/01/2021	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
		I-05/01/2021	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	22.28
		I-05/01/2021	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35
		I-05/01/2021	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
		I-05/01/2021	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-94165	101-4520-426	SUPPLIES SHIRT-HOODIE INVENTORY/PARKS	000000	646.50
01-3977	ACE HARDWARE OF LEAD					
		I-020771	101-4192-425-21	REPAIRS - WEL BULB T8 G13 CW 24" 17W/WELCOME	000000	8.09
		I-020784	101-4192-425-17	REPAIRS-DAYS SPRAY PAINT-HINGE/DAYS MUSEUM	000000	11.68
		I-020829	101-4520-426	SUPPLIES (40) CEDAR BARK MULCH/PARKS	000000	200.00
		I-020906	101-4192-425-21	REPAIRS - WEL ADHESIVE CONTACT 90/WELCOME	000000	28.78
01-4057	VIEHAUSER ENTERPRISES,					
		I-33059	101-4192-425-21	REPAIRS - WEL COMP X CAM LOCK/WELCOME CENTER	000000	119.88

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4057	VIEHAUSER ENTERPRISES,	continued				
	I-33154		101-4192-425-08	REPAIRS - HIS LABOR POS BUILDINGS/HISTORY	000000	10.00
01-4299	BALCO UNIFORM CO, INC					
	I-62079-1		101-4210-426	SUPPLIES UNIFORM JKT,SHIRTS,EMBLEMS-PD	000000	321.94
01-4566	ALL ASPECTS INC.LAND SU					
	I-2021-111		101-4520-422	PROFESSIONAL CORNERS FLAGGED-SET/PARKS	000000	600.00
01-4611	LEASE SERVICING CENTER,					
	I-06/01/21 MACK DUMP		101-4310-434	MACHINERY/EQU 2021 PYMT MACK DUMP TRUCK/STRT	000000	32,207.32
01-4669	KUBOTA LEASING					
	I-4822850		101-4520-434	MACHINERY/EQU PYMT SKID STEER LOADER/PARKS	000000	1,504.00
01-4679	MUNICODE					
	I-00356602		101-4193-422	PROFESSIONAL WEBSITE HOSTING MAINT.SUPPORT	000000	2,925.00
01-4711	AMAZON CAPITAL SERVICES					
	I-1W7R-69DM-PPQX		101-4193-434	MACHINERY/EQU DUAL MONITOR STND MNTS - PB/IT	000000	57.98
01-4811	SETON					
	I-9346474384		101-4520-426	SUPPLIES ALUM NUMBERS 1-25, 26-50/PARKS	000000	189.80
	I-9346580441		101-4520-426	SUPPLIES BRASS 101-125-ALUM 51-75/PARKS	000000	189.79
01-4812	QUIK PAVE PRODUCTS INC					
	I-121892		101-4310-426	SUPPLIES 8 ROLLS 2X50-4 ROLLS 4X50/STRT	000000	1,974.30
				FUND 101 GENERAL FUND	TOTAL:	157,285.02

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 206 LIBRARY FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC	I-04212021	206-4550-434	COLLECTION DE SDSHS MEM'SHIP/SUBSC.-LIBRARY	000000	55.00
01-0433	WELLMARK BLUE CROSS BLU	I-05012021	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-1171	A & B BUSINESS SOLUTION	I-IN829477	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	57.36
01-1562	MIDWEST TAPE	I-500314128	206-4550-434	COLLECTION DE AUDIO BOOK - LIBRARY	000000	39.99
01-3305	CENTURION TECHNOLOGIES	I-7612	206-4550-429	TECHNOLOGY/HO SM.SHIELD BUS.CARE RNWL-LIBRAR	000000	40.00
01-3877	MUTUAL OF OMAHA	I-05/01/2021	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4802	INGRAM LIBRARY SERVICES	I-52333388	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	31.20
01-4814	LEONE, JOSEPH	I-246	206-4550-424	CHILDREN'S PR "HISTORY OF BLUES IN AMER"-LIB	000000	700.00
			FUND	206 LIBRARY FUND	TOTAL:	1,498.70

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05012021	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-0475	DEADWOOD CHAMBER & VISI	I-03112021	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 3/9/21	000000	26,889.33
01-0578	TWIN CITY HARDWARE & LU	C-2103-124876	209-4510-426	SUPPLIES SWING LOOP MOPHEAD/REC CENTER	000000	16.99-
01-2645	HAWKINS INC	I-4913270	209-4510-426	SUPPLIES DELDRUM-PHENOL-ACID-CALCIUM/RE	000000	697.54
		I-4919548	209-4510-426	SUPPLIES DELDRUM-AZONE-BLEACH/REC CENT	000000	1,285.25
01-2889	ATCO INTERNATIONAL	I-I0575697	209-4510-426	SUPPLIES 2 CASES SHINY/REC CENTER	000000	264.00
01-3836	MID-AMERICAN RESEARCH C	I-0728848-IN	209-4510-426	SUPPLIES (12) SPEED WIPES PLUS/REC CENT	000000	341.20
01-3877	MUTUAL OF OMAHA	I-05/01/2021	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4462	RAPID SPA	I-33456	209-4510-425	REPAIRS INSERT DIVERT 3WAY VALVE/REC	000000	9.99
			FUND	209 BED & BOOZE FUND	TOTAL:	30,043.74

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 211 BID #9

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-04272021	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQUARE	000000 40,000.00
			FUND	211 BID #9	TOTAL:	40,000.00

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA	I-04272021	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
01-4815	BHSS FOUNDATION	I-BWB108	212-4630-423	MARKETING BID#8 - BACK WHEN THEY BUCKED	000000	20,000.00
			FUND 212	BID #8 (Business Improve)	TOTAL:	30,000.00

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

Section 4 Item a.

FUND : 213 BID #1-6 (Business Imprv)

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-03112021	213-4630-423	MARKETING	BID 1-6 BILL LIST THRU 3/9/21 000000	32,282.48
			FUND	213	BID #1-6 (Business Imprv)TOTAL:	32,282.48

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC					
		I-42121	215-4573-325	HIST. INTERP. 2021 SDSHS MEMBERSHIP	000000	125.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-05012021	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,113.43
01-0475	DEADWOOD CHAMBER & VISI					
		I-031021HP	215-4572-215	VISITOR MGMT 1ST QUARTER	000000	17,500.00
		I-031021HP	215-4572-210	VISITOR MGMT BILLS	000000	8,350.00
		I-041521HP	215-4572-215	VISITOR MGMT 2ND QUARTER	000000	17,500.00
		I-041521HP	215-4572-210	VISITOR MGMT BILLS	000000	75,653.87
01-0742	OFFICE DEPOT					
		I-167056347001	215-4641-426	SUPPLIES RESTICKABLE MOUNTING TABS - HP	000000	9.52
		I-168734329001	215-4573-335	HIST. INTERP. ENVELOPES - ARCHIVES	000000	8.63
		I-168734329001	215-4641-426	SUPPLIES WIPES, CLIPBOARDS - HP	000000	19.54
01-0951	DEADWOOD ALIVE					
		I-1100-21	215-4573-345	HIST. INTERP. SPRING SEASON 2021	000000	4,000.00
		I-1200-21	215-4573-345	HIST. INTERP. MARCH 2021	000000	10,000.00
		I-1300-21	215-4573-345	HIST. INTERP. APRIL 2021	000000	20,000.00
01-1003	VERIZON WIRELESS					
		I-9877365661	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-2014	TOMS, DON					
		I-LEDGER PROJECT 426	215-4573-335	HIST. INTERP. 1899 LC TAX RECORDS BK 2 OF 2	000000	600.00
01-2742	LEAD-DEADWOOD BASEBALL					
		I-032921	215-4572-235	VISITOR MGMT 2021 SIGN RENEWAL	000000	250.00
01-2980	FISH, VERONICA					
		I-1259	215-4576-620	PROFES. SERV. TRANSCRIBE HPC MINUTES 3.10.21	000000	117.00
01-3373	AMAZON WEB SERVICES					
		I-714793609	215-4641-422	PROFESSIONAL WEB SERVICES 3/1/21-3/31/21	000000	517.11
01-3597	LEAD DEADWOOD ARTS CENT					
		I-178	215-4572-235	VISITOR MGMT 2 - WALL OF FAME AWARDS	000000	380.00
01-3838	VAST BROADBAND					
		I-041621	215-4641-428	UTILITIES MT MORIAH 4/20/21-5/19/21	000000	138.51
01-3877	MUTUAL OF OMAHA					
		I-05/01/2021	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4679	MUNICODE					
		I-00356602	215-4576-600	PROFES. SERV. WEBSITE HOSTING MAINT.SUPPORT	000000	2,925.00

FUND : 215 HISTORIC PRESERVATION

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
=====								
01-4711	AMAZON CAPITAL SERVICES							
		I-1XM3-D4M7-HVDL	215-4641-426	SUPPLIES	EXPANSION FLDRS DIVIDERS - HP	000000	80.05	
01-4739	TWIN CITY HARDWARE-HP P							
		I-2104-125970	215-4575-525	GRANT/LOAN PA PAINT GRANT - 111 FOREST	000000	79.98		
		I-2104-126318	215-4575-525	GRANT/LOAN PA PAINT GRANT - 111 FOREST	000000	233.93		
		I-2104-126456	215-4575-525	GRANT/LOAN PA PAINT GRANT - 111 FOREST	000000	79.98		
				FUND	215	HISTORIC PRESERVATION	TOTAL:	163,738.89

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1496	LAWRENCE CO. REGISTER O					
		I-042721	216-4653-960	CLOSING CO RECORD FEE 696 MAIN DEADWOOD M	000000	30.00
01-4726	KNECHT HOME CNTR-GRANTS					
		I-6079128	216-1310	DUE FROM OTHE BLOOM 17 FILMORE	000000	65.20
		I-6087484	216-1310	DUE FROM OTHE BLOOM 17 FILMORE	000000	1,731.93
		I-6096510	216-1310	DUE FROM OTHE BLOOM 17 FILMORE	000000	227.22
01-4813	HEIL MECHANICAL INC					
		I-DRAW 01	216-1310	DUE FROM OTHE 696 MAIN DEADWOOD MAIN LLC	000000	45,560.05
				FUND 216 REVOLVING LOAN	TOTAL:	47,614.40

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 602 WATER FUND

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05012021	602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	4,539.20
01-0578	TWIN CITY HARDWARE & LU	I-2103-124597	602-4330-426	SUPPLIES	WOOD SCREWS-JOIST HANGER/WTR	52.89
		I-2103-124855	602-4330-426	SUPPLIES	SEALANT-SELECT STRUCT/WATER	32.96
		I-2104-125360	602-4330-426	SUPPLIES	ELBOW-COUPLING-CONDUIT/WTR	17.36
		I-2104-125392	602-4330-426	SUPPLIES	PVC CEMENT/WATER	4.49
		I-2104-125999	602-4330-426	SUPPLIES	EXT TRIM-TORXBIT/WATER	26.97
		I-2104-126758	602-4330-426	SUPPLIES	TAPPER-FENDER WASHER/WATER	61.98
		I-2104-126985	602-4330-426	SUPPLIES	(2) DRILL SET/WATER	11.98
		I-2104-128336	602-4330-426	SUPPLIES	SEALANT-KRA INSULATION/WATER	47.97
01-0684	NORTHWEST PIPE FITTINGS	I-1341495	602-4330-426	SUPPLIES	2 1/2 HIGH RISER FOR 6850/WATE	99.56
01-1003	VERIZON WIRELESS	I-9877365661	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	40.01
		I-9877365661	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	120.05
		I-9877365661	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	160.16
		I-9877365661	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	42.05
01-1171	A & B BUSINESS SOLUTION	I-IN829183	602-4330-426	SUPPLIES	MONTHLY BASE CONTRACT RATE/WTR	72.82
01-1322	PETE LIEN & SONS, INC.	I-21POS/030797	602-4330-426	SUPPLIES	4K COMM FLY EXT-HEAT SRVCS/WTR	224.25
01-1348	FLOYD'S TRUCK CENTER, I	I-X201094481:01	602-4330-426	SUPPLIES	SLACK 5 IN ARM 1.5 IN 2 *D/WTR	72.12
01-1365	SD PUBLIC HEALTH LAB	I-10598627	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	30.00
01-1483	KNECHT HOME CENTER	I-6067413	602-4330-426	SUPPLIES	(4) 4X8X7/16 OSB SHEATHING/WAT	173.96
01-2500	TTG ENTERPRISES INC.	I-21027	602-4330-422	PROFESSIONAL	SCADA UPGRADES PANELS/WTR	10,000.00
01-3736	METERING & TECHNOLOGY S	I-19278	602-4330-426	SUPPLIES	(6) M25 PLASTIC BARE METER/WTR	320.03
01-3877	MUTUAL OF OMAHA	I-05/01/2021	602-4330-415	GROUP INSURAN	LIFE INSURANCE	21.45
01-4057	VIEHAUSER ENTERPRISES,	I-33265	602-4330-426	SUPPLIES	ASSA KEY-KNOB CYLINDER-PRV/WTR	206.96
				FUND	602 WATER FUND	TOTAL:
						16,379.22

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0978	PETTY CASH-MT. MORIAH					
		I-042621	607-1020	CASH ON HAND SET UP SUMMER TILL	000000	500.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MKF-PL9R-1HR1	607-4580-426	SUPPLIES LAMINATING PCHS A-Z TABS - MM	000000	52.68
				FUND 607 HISTORIC CEMETERIES	TOTAL:	552.68

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05012021	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,198.36
		I-05012021	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	571.32
01-0508	GALLS, LLC					
		I-018076615	610-4360-426	SUPPLIES UNIF.NAMEPLATE,LETTERS - P&T	000000	33.70
01-0578	TWIN CITY HARDWARE & LU					
		C-2104-127000	610-4362-425	REPAIRS OCT-ROUND COVER-PLATE-BOX/RAMP	000000	9.98-
		I-2103-124386	610-4361-426	SUPPLIES 10 FOOT BRAID TUBE/TROLLEY	000000	5.30
		I-2104-125639	610-4361-426	SUPPLIES 5' BL ADHESIVE FASTENER/TROLLE	000000	9.99
		I-2104-126020	610-4361-426	SUPPLIES FASTENERS/TROLLEY	000000	15.05
		I-2104-126641	610-4362-425	REPAIRS (2) 12V 8 AMP BATTERY/RAMP	000000	53.98
		I-2104-126980	610-4362-425	REPAIRS CONNECTOR-COVER-1/2 OUT/RAMP	000000	21.33
		I-2104-127163	610-4362-425	REPAIRS ALUM CABLE/RAMP	000000	46.99
		I-2104-127170	610-4362-425	REPAIRS (2) BAGS RGD RED BUSHING/RAMP	000000	3.98
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-59229	610-4360-426	SUPPLIES PAY BY PLATE-CELL-FEE AREA/P&T	000000	1,445.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1343139	610-4360-426	SUPPLIES BELL REDUCER SIGN ADAPT/P&T	000000	105.79
01-1003	VERIZON WIRELESS					
		I-9877365661	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9877365661	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	126.15
		I-9877494639	610-4360-424	RENTALS PHONE SERVICE/METERS - P&T	000000	40.01
01-1337	WHISLER BEARING CO.					
		I-256568	610-4361-425	REPAIRS BRG6900-2RS BEARING/TROLLEY	000000	5.67
01-1502	BLACK HILLS CHEMICAL					
		I-197257	610-4361-426	SUPPLIES NUGGET POWDER CAR DETERGENT/TR	000000	62.99
01-2427	HOMETOWN MANUFACTURING					
		I-5207	610-4361-426	SUPPLIES ROCKER SWITCH W/C ON-OFF/TROLL	000000	82.50
		I-5209	610-4361-426	SUPPLIES DRIVERS SEAT BOTTOM/TROLLEY	000000	1,399.71
01-3060	QUIK SIGNS					
		I-32974	610-4360-426	SUPPLIES 32 IN X 10 IN ORACAL/P&T	000000	40.68
01-3151	KONE INC.					
		I-1158136247	610-4362-425	REPAIRS REPAIRS TO ELEVATOR/RAMP	000000	1,345.10
01-3297	KNIGHT SECURITY					
		I-16072	610-4362-425	REPAIRS SET UP REMOVE VIEWER/RAMP	000000	450.00
01-3877	MUTUAL OF OMAHA					
		I-05/01/2021	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85

FUND : 610 PARKING/TRANSPORTATION

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-05/01/2021	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE					
		I-05012021	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-05012021	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-05012021	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	17,515.04

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200017357-3/31/21	719-4000-429	OTHER	#8200017357-TIF#10 - W.MORRIS 000000	185.68
				FUND	719 TIF #10 TRU HOTEL	TOTAL: 185.68

PACKET: 05374 COMBINED - 5/4/21

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200017030-3/31/21	725-4000-429	OTHER EXPENSE 8200017030-TIF#8 -STAGE RUN	000000	6,439.54
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	6,439.54
					REPORT GRAND TOTAL:	543,535.39

4/21/2021 12:44 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

Section 4 Item a.

PACKET: 05363 ADD'L PYMT - SD DEP OF MTR VEH

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Add'l Payment - 5/4/21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-042021	101-4310-422	PROFESSIONAL TITLE APPLICATION FEE	000000	20.00
				DEPARTMENT 310 STREETS	TOTAL:	20.00
				FUND 101 GENERAL FUND	TOTAL:	20.00
					REPORT GRAND TOTAL:	20.00

RESOLUTION 2021-10

RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY WITHIN DEADWOOD CORPORATE LIMITS

WHEREAS, the City of Deadwood (CITY) will be home to the 99th Annual Days of '76 Celebration on July 30th through July 31st, 2021; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 30, 2021, beginning at 1:15 p.m. until the end of the parade, and on July 31, 2021, beginning at 9:45 a.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 19th day of April, 2021.

CITY OF DEADWOOD

ATTEST:

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer



PROPOSAL

TO: City of Deadwood
Attn: Bill Burleson
67 Dunlop Avenue
Deadwood, SD 57732

DATE: April 16, 2021

RE: Cliff Street Patch

5" Asphalt Paving

- 1). Cut, shape and compact existing base for asphalt
- 2). Place 5" asphalt concrete pavement

Approximately 180 SF @ \$3,500.00 lump sum

NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Subgrade stabilization is excluded. If necessary, it will be completed at time and materials.
- Pricing is based on estimated quantities. Billing to be by field measurements
- Pricing is good until August 1, 2021 if secured within 10 days from date of proposal.
- Payment is due upon completion. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Thank you for the opportunity to serve you!

Sincerely,
SACRISON PAVING

Chris Boom
 Estimator/Project Manager

Acceptance: _____

(Please sign and date and return a copy if you wish us to complete this work).

Your signature makes this proposal a contract for work and payment terms

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

QUITCLAIM DEED

City of Deadwood, a South Dakota municipality and political subdivision of the State, Grantor, which address is 102 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to **Deadwood Historic Preservation Commission**, Grantee, of 102 Sherman Street, Deadwood, South Dakota 57732, all of Grantor's right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

School Lot 8, located in the City of Deadwood, Lawrence County, South Dakota, according to the P.L. Rogers map of said City of Deadwood.

Subject to covenants, conditions, restrictions, easements, reservations, rights of way, agreements and other matters of record in the Office of the Lawrence County Register of Deeds.

Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).

[signature page to follow]

Dated this _____ day of _____, 2021.

CITY OF DEADWOOD:

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

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

On this the _____ day of _____, 2021, before me, the undersigned officer, personally appeared **David R. Ruth, Jr.**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Form: PT 56

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

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

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

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

APPLICANT INFORMATION *Designates required fields

SELLER(S)/GRANTOR(S)* City of Deadwood		PHONE NUMBER* 605-342-1078		EMAIL	
MAILING ADDRESS* 102 Sherman Street		CITY* Deadwood	STATE* SD		ZIP CODE* 57732
BUYER(S)/GRANTEE(S)* Deadwood Historic Preservation Commission		PHONE NUMBER* 605-342-1078		EMAIL	
MAILING ADDRESS* 102 Sherman Street		CITY* Deadwood	STATE* SD		ZIP CODE* 57732
NEW MAILING ADDRESS (if changed)		CITY	STATE		ZIP CODE
LEGAL DESCRIPTION* (copy description from document you are recording or attach an exhibit with the legal description) School Lot 8, located in the City of Deadwood, Lawrence County, South Dakota, according to the P.L. Rogers map of said City of Deadwood.					

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

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

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

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

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

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

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

DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION

GRANTEE OF PROPERTY NAME: _____

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

REASON FOR DENIAL

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE

DATE



P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633

INVOICE

Page 1

Section 6 Item f.

Bill To:

Deadwood, South Dakota
jeramyr@cityofdeadwood.com *Jeremy Russell
102 Sherman Street
Deadwood, SD 57732

Invoice Number	00356602
Invoice Date	4/20/2021
PO Number	
Customer ID	70-509
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
1	WEBSITE BASE FEATURES - Installment payment (year 2 of 2)	\$4,050.000	\$4,050.00
1	ANNUAL WEBSITE HOSTING MAINTENANCE SUPPORT	\$1,800.000	\$1,800.00
4/01/2021 to 3/31/2022			
			Total Credit
	LESS CREDIT ON ACCOUNT		\$0.00

Would you like to receive future invoices via email? Please send an email to **finance@municode.com** to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

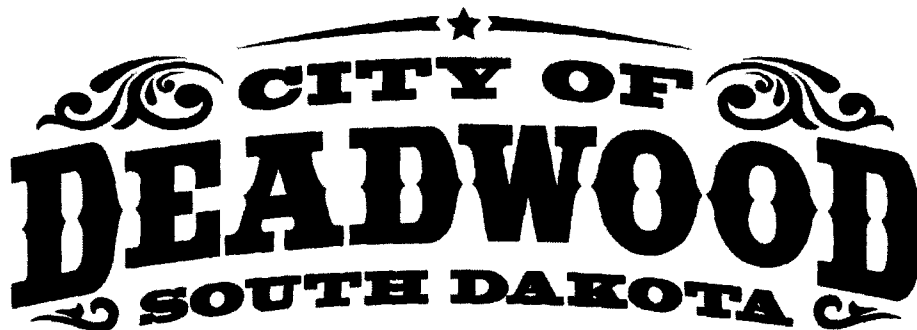
EFT Payment Instructions

Bank Name: Hancock Whitney Bank
ABA Routing Number: 0210-5205-3
Account Number: 22937310
Account Name: Municipal Code Corporation

Check Payment Instructions

Payee: Municode
Mailing Address: PO Box 2235
Tallahassee, FL 32316-2235
FEIN: 59-0649026

Subtotal	\$5,850.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$5,850.00



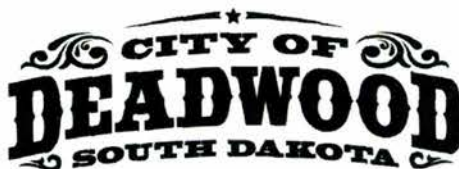
Event Complex Rental and Use Agreement

Event: L-D Youth Baseball Season

Date: 3-14-2021

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: L-D Youth Baseball Season

Contact Information:

Name of Applicant: Sonya Papousek

Business/Organization: Lead Deadwood Baseball Association

Mailing Address: 845 Miners Ave

City, State Zip: Lead, SD 57754

Business Phone: 605-580-5691 Cell Phone: 605-580-5691

Email Address: ld.baseballassociation@gmail.com

Dates Event Complex requested:

Set up Date(s): April 5, 2021 to 7-18-2021 Hour(s): Variable-3pm-12pm

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: L-D Baseball Association Youth Baseball Season

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:

www.cityofdeadwood.com or by calling (605) 578-2082.

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

Additional contacts:

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

Name: Taylor Ballert Title: Vice President
 Phone: 605-591-9986 Representing: LDBA

Name: Dani Sargent Title: Treasurer
 Phone: 605-580-1319 Representing: LDBA

Name: Shane Artz Title: Board member
 Phone: 605-641-9699 Representing: LDBA

Name: Justin Lux Title: Board member
 Phone: 605-639-1533 Representing: LDBA

Name: Bob Nelson Jr Title: H.S. Coach
 Phone: 605-641-7133 Representing: LDBA

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

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

*Request to
waive all
fees*

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

Organization: LD BA

Name: Sanya Papousek

Title: President

Signature: Sanya Papousek

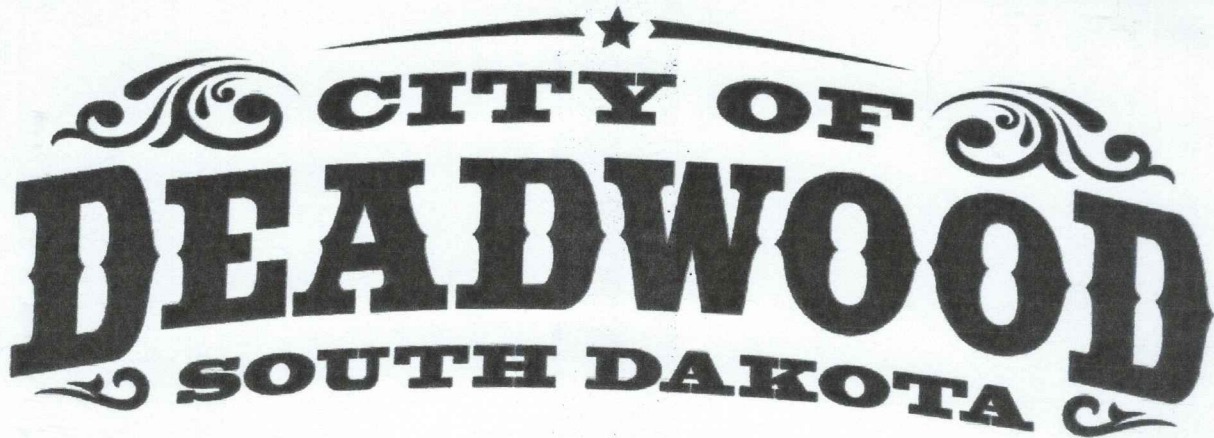
Date: 3-14-2021

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



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

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: Firecracker 5K

Event Date(s): July 4, 2021
(month, day, year)

Total Anticipated Attendance: 50

(# of Participants 40) # of Spectators 10

Actual Event Hours: (from): 7:30 AM / PM (to): 11:00 AM / PM

Location / Staging Area: Mickelson Trail Parking Lot

Set up/assembly/construction Date: July 4, 2021 Start Time: 7:00 AM / PM

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

We are shuttling folks from Lead to the start in Deadwood. We will have table and chairs at the start line.

Dismantle Date: July 4, 2021 Completion time: 11:00 AM / PM

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

N/A

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

4 Noncommercial (nonprofit)

Sponsoring Organization: Explore Fitness and Adventures/ Northern Hills Rec Assoc

Chief Officer of Organization (NAME): Katrina Hutchison

Applicant (NAME): Katrina Hutchison

Business Phone: (605) 389-3551

Address:	457 S Main St	Lead	SD	57754
		(city)	(state)	(zip code)

Daytime phone: (605) 389-3551 Evening Phone: () Fax #: ()

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

Name: N/AAddress: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Katrina Hutchison Pager/Cell #: 605-389-3551**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO

YES

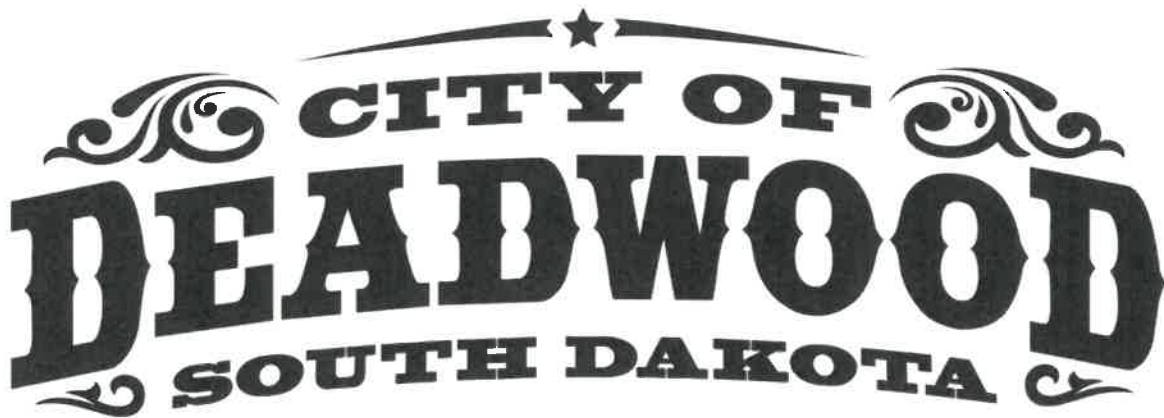
☒ 4☐Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).☐☒ 4Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):

\$20/\$25 - T-shirt/Swag Bag/Finisher Medal/Cash Award/Dontation to NHRA

**OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION**Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

The race takes place on the Homestake Trail. Racers have the option of parking at Manuel Brothers Park in Lead or the Mickelson Trailhead in Deadwood. We will shuttle folks back and forth.

- ❖ First Aid Facilities and Ambulance locations: The Lead-Deadwood hospital will have an EMT onsite.
- ❖ Tables and Chairs: One table for the start line with a couple chairs
- ❖ Fencing, Barriers and / or Barricades: N/A
- ❖ Generator Locations and / or Source of Electricity: N/A
- ❖ Canopies or Tent Locations: N/A
- ❖ Booths, Exhibits, Displays or Enclosures: N/A
- ❖ Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures: N/A
- ❖ Vehicles and / or Trailers: N/A
- ❖ Trash Containers and Dumpsters: One trash can at the start line



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

NATIONAL IMPALA 7-21-21

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: National Impala

Event Date(s): 7/21/21 Total Anticipated Attendance: 20-30
 (month, day, year)

(# of Participants # of Spectators)

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

Location / Staging Area: Welcome Center Parking Lot

Set up/assembly/construction Date: 7/21/21 Start Time: 4pm AM / PM

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

Dismantle Date: 7/21/21 Completion time: 8pm AM / PM

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

Request 20-25 parking spots for Impala's/Welcome Center

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Lee Harstad

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

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

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

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

Name: Jim KluisAddress: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Jim Kluis Pager/Cell #: 507-360-8585**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

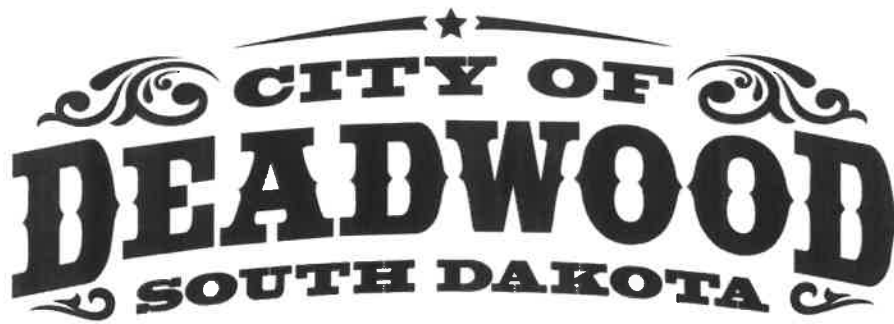
- | NO | YES |
|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing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

OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION

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

National Impala

Request 2-25 parking spots reserved 4pm-8pm 7/21/21



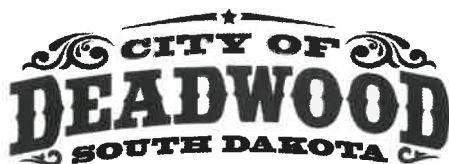
Event Complex Rental and Use Agreement

Event: 29th Black Hills Jeep Jamboree

Date: September 23-25, 2021

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 29th Black Hills Jeep Jamboree

Contact Information:

Name of Applicant: Shawn Gulling / Don Patnoe

Business/Organization: Jeep Jamboree USA

Mailing Address: 2776 Sourdough Flat / 1101 E. Omaha St.

City, State Zip: Georgetown, CA 95634 / Rapid City, SD 57701

Business Phone: 530-333-4002 / 605-343-1000 Cell Phone: 530-306-5189 / 605-484-1210

Email Address: shawn@jeepjam.com / don@libertysuperstores.com

Dates Event Complex requested:

Set up Date(s): September 23, 2021 Hour(s): 1:00pm - 4:00pm

Event Date(s): Sept. 23 / September 24-25, 2021 Hour(s): 4:30pm-7:30pm / 6:30am-9:00am

Clean-up Date(s): September 25, 2021 Hour(s): 9:00am - 10:00am

Approximate number of people who will attend: 1000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: 29th Black Hills Jeep Jamboree

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Shawn Gulling Title: Vice President
Phone: 530-333-4002 Representing: Jeep Jamboree USA

Name: Don Patnoe Title: Local Coordinator
Phone: 605-484-1210 Representing: Jeep Jamboree USA

Name: Jeff Schroeder Title: Senior Trail Guide
Phone: 605-591-9777 Representing: Jeep Jamboree USA

Name: Allison Thompson Title: Director of Sales
Phone: 605-593-8992 Representing: Cadillac Jacks

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ 500.00

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: Shawn Gulling

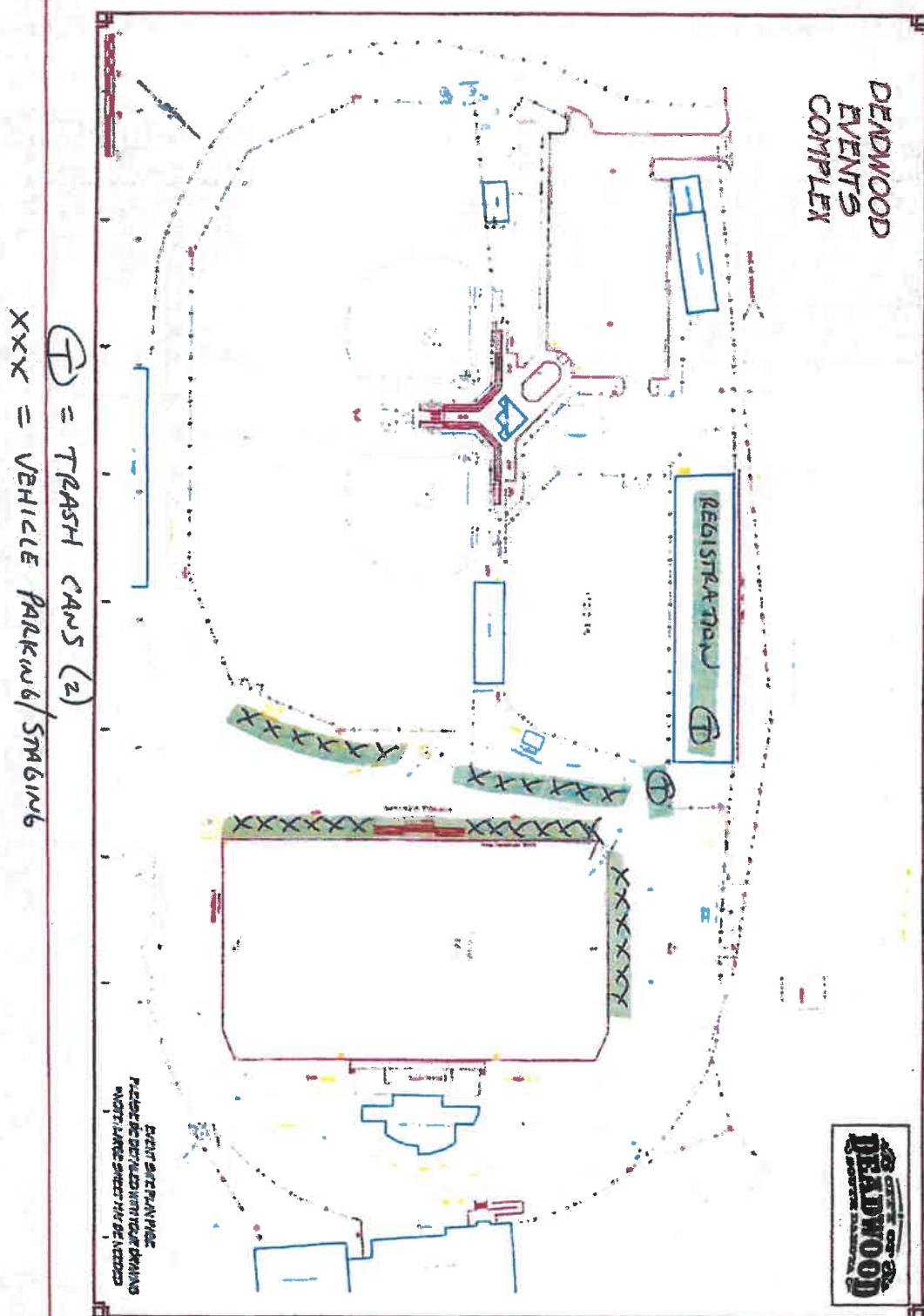
Date: April 8, 2021

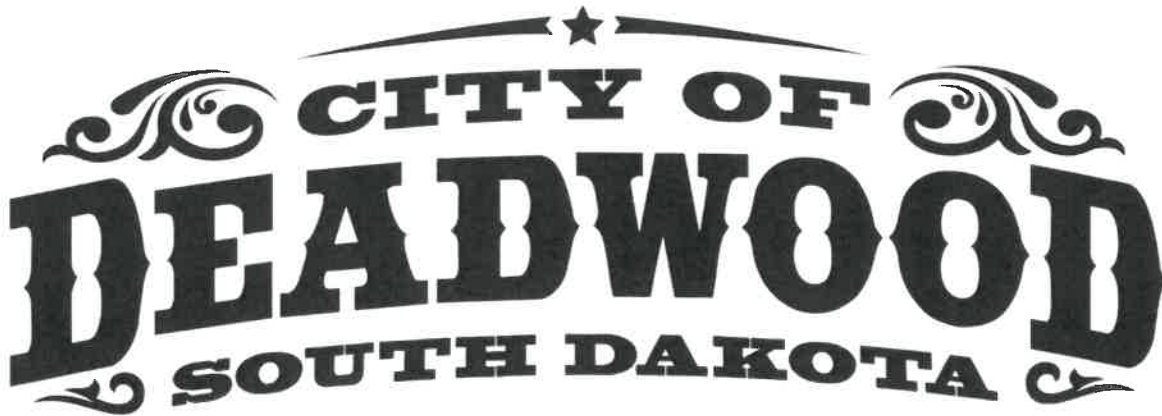
For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____





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

SPECIAL OLYMPICS POLAR PLUNGE 10-16-21

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: Special Olympics Polar Plunge

Event Date(s): 10/16/21 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from): 1pm AM / PM (to): 3pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: 10/16/21 Start Time: 9am AM / PM

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

Dismantle Date: 10/16/21 Completion time: 6pm AM / PM

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

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☒ Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square/Deadwood Chamber

Chief Officer of Organization (NAME): Lee Harstad/Bobby Rock

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

Address: 501 Main St Deadwood SD57732
 (city) (state) (zip code)

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

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

Name: Jim Smit/Special Olympics

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

Contact person "on site" day of event or facility use Jim Smit Pager/Cell #: 605-591-9314

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

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

FEES / PROCEEDS / REPORTING

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

Sponsor

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

Special Olympics Polar Plunge
Organized by Local Law Enforcement

Saturday Oct 16 2021 from 1pm-3pm

Request City's help with Filling and emptying tank 12x24 pool
Request to Event and Sponsor Banners
Request free parking at interperative lot for those involved and participants in event

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



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

MEMORANDUM

Date: April 29, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Utility Box Wraps

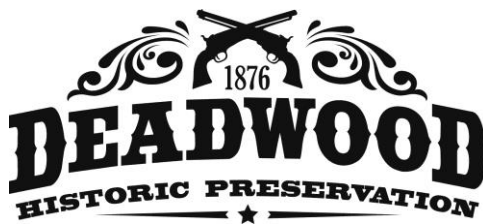
The Main Street Initiative Design Committee along with the Historic Preservation Commission is working in tandem on the overall beautification of Historic Main Street and the National Historic Landmark District. The next project the committee is working on is wrapping several more of the utility boxes around town.

The committee has selected the utility boxes at the Welcome Center, Mr. Woe's, VFW and the Adams Museum. The VFW and Adams Museum were previously approved in 2019 but not completed. Quik Signs has provided a quote in the amount of \$2,535.53 to wrap the boxes at the four locations.

The Historic Preservation Commission has reviewed this matter at their April 28, 2021 meeting and recommends engaging Quik Signs to fabricate and install utility wraps at a cost not to exceed \$2,535.53 to be paid out of the Public Ed and Advocacy funds.

Recommended Motion: *Move to engage Quik Signs to print and install four utility wraps at the Welcome Center, Mr. Woe's, VFW and the Adams Museum for a cost not to exceed \$2,535.53 to be paid out of the Public Education line item.*

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



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

MEMORANDUM

Date: March 29, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Loan Agreement #2021.01 and #2021.02

The City Archives is requesting permission to enter into two loan agreements with the following entities:

- 2021.01 Hot Springs Public Library for the use the Deadwood HP eight (8) panel Theodore Roosevelt/ Seth Bullock Traveling Exhibit from May 1, 2021 to September 1, 2021.
- 2021.02 Watertown Public Library for the use of the Deadwood HP six (6) panel Baseball in the Mining Camps Traveling Exhibit from June 1 to August 31, 2021

Under the terms of the loan, both parties submitted an email requesting the use of the traveling exhibit and will provide proof of insurance in the event of damage.

The Historic Preservation Commission reviewed this item at their April 28, 2021 meeting and recommend approval.

RECOMMENDATION

Move to allow the City Archives to loan the Deadwood traveling Theodore Roosevelt / Seth Bullock and Baseball in the Mining Camps exhibits to the Hot Springs Public Library and Watertown Public Library.

Michael Runge

From: Library Director <hsplib@hs-sd.org>
Sent: Wednesday, April 21, 2021 4:23 PM
To: Michael Runge
Subject: FW: HP Traveling Exhibits TR & Bullock www

-----Original Message-----

From: Library Director
Sent: Wednesday, April 21, 2021 4:18 PM
To: 'Mike Runge' <wordpress@hotspringspubliclibrary.com>
Subject: RE: HP Traveling Exhibits TR & Bullock www

Mike: Good to hear from you.
I would love to have the TR 7 Bullock Traveling panels. Any time you have on the schedule just sign me up.
I can arrange to meet you and pick it up in Rapid City.
Thanks for thinking of us.
Dawn

Dawn Johnson
Director
Hot Springs Public Library
2005 Library Drive
Hot Springs, SD 57747
605.745.3151

-----Original Message-----

From: Mike Runge [<mailto:wordpress@hotspringspubliclibrary.com>]
Sent: Wednesday, April 21, 2021 9:20 AM
To: Amylee Caffee <Amylee.Caffee@hs-sd.org>; Library Director <hsplib@hs-sd.org>
Subject: HP Traveling Exhibits TR & Bullock www

From: Mike Runge <archives@cityofdeadwood.com>
Subject: HP Traveling Exhibits TR & Bullock

Message Body:

Are you interested in hosting the TR 7 Bullock Traveling panels this summer? Please call or email me when you have a minute. I am starting to line up institutions for the summer.
Thanks,
Mike Runge City of Deadwood Archives
605-578-2082

--

This e-mail was sent from a contact form on Hot Springs Public Library (<http://www.hotspringspubliclibrary.com>)

LOAN NUMBER:	<u>2021.01</u>
DUE DATE:	<u>09/01/2021</u>
RENEWED UNTIL:	_____
RETURNED:	YES/NO

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of ____, 2021, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and Hot Springs Public Library, located at 2005 Library Drive, Hot Springs, SD 57747, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **Theodore Roosevelt / Seth Bullock panels.**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **"Exhibition"**
4. Permission for the above use at the above-described location is permitted from May 1, 2021 until September 1, 2021.
5. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death

resulting from PERMITEE'S use of city property pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."**
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

13. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
14. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
15. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy of Six Thousand Dollars (\$6,000.00) against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
16. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this ____ day of ____, 2021.

City of Deadwood

By: _____
David Ruth, Jr., Mayor

By: _____

(PLEASE PRINT NAME)

Library Director
Hot Springs Public Library

Michael Runge

From: Deirdre Whitman <dwhitman@watertownsd.us>
Sent: Wednesday, April 21, 2021 3:21 PM
To: Michael Runge
Subject: Traveling Exhibit

Hi Mike,

Thank you again for offering one of your traveling exhibits! We would like to borrow the "Baseball in the Mining Camps" exhibit this June-August.

I just need to confirm the valued amount of the exhibit to get it added to the City's insurance temporarily.

Thanks again, we're excited about this opportunity!

Cheers,
Deirdre "Dee Dee" J. Whitman, MAS and MLIS
City Librarian
Watertown Regional Library
605-882-6220
605-882-6221 fax
watlib.org
dwhitman@watertownsd.us

LOAN NUMBER:

DUE DATE:

RENEWED UNTIL:

RETURNED:

#2021.02
08/31/2021_____
YES/NO**LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this ____ day of ____, 2021, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and Watertown Regional Library, located at 160 6th St NE, Watertown, SD 57201, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **Baseball Panels.**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **"Exhibition"**
4. Permission for the above use at the above-described location is permitted from June 1, 2021 until August 31, 2021.
5. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death

resulting from PERMITTEE'S use of city property pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITTEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."**
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

13. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
14. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
15. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy of Six Thousand Dollars (\$6,000.00) against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
16. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this _____ day of _____, 2021.

City of Deadwood

By: _____
David Ruth, Jr., Mayor

By: _____

(PLEASE PRINT NAME)

Library Director
Watertown Regional Library

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



Kevin Kuchenbecker
Historic Preservation Office
DEADWOOD CITY HALL
108 Sherman Street
Telephone (605) 578-2600

MEMORANDUM

Date: April 29, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Renew Grant Software Subscription with Foundant Technologies

The City of Deadwood entered into an agreement with Foundant Technologies in June 2017 for use of the web-based grant program for all of the Historic Preservation grants. This program has been very successful in keeping track of all the grant recipients and providing reports for meetings, budgets and grant numbers.

The software license is renewed every two years. The current subscription is up in June 2021 and therefore the license subscription will need to be renewed. The previous software license was \$9,500.00 for a two year period. The 2021 and 2022 subscription will total \$10,000.00 with \$5,000.00 being paid each year. Funds will be paid out of the Professional Services Revolving Loan line item.

The Historic Preservation Commission is recommending approval to purchase a two year licensing subscription from Foundant Technologies in the amount of \$10,000.00 with half being paid in 2021 and the other half in 2022. The funds will come out of the Professional Services Revolving Loan line item.

RECOMMENDED MOTION:

Move to enter into an agreement with Foundation Technologies for a two year licensing subscription for services in the amount \$10,000.00 with half (\$5,000.00) being paid in 2021 and the other half (\$5,000.00) in 2022 to come out of the Professional Services Revolving Loan line item.

Greetings!

On the next page you will find the quote for your Foundant license renewal. It is our sincere hope that your relationship and investment with Foundant has exceeded expectations. We take your success seriously and would ask if you have any suggestions or comments, to please let us know.

In an effort to save you time and paper, you have the option to sign electronically. Instructions for both electronic signature and for printing are located below.

Directions for signing your Quote below:

To Change Signees:

Should you need to change signees, Choose "Other Actions" and Assign to Someone Else.

Sign Electronically:

1. Click the Review Document button above
2. Click the yellow Continue button in the upper right corner
3. If the quote is correct and you're ready to approve, click the Sign button on page 3, select a signature, and sign the document
4. When your electronic signature shows up, click Finish
5. You will automatically receive a copy of this signed document via email

Print, Sign, And Send:

1. Click the Review Document button above
2. Click the yellow Continue button in the upper right corner
3. If the quote is correct and you're ready to approve, click Other Actions in the upper right corner
4. Follow steps 1-3 under "Other Actions" to download, print, upload and email it back to us
5. You may also email your signed quote to stephanie.johnson@foundant.com

After we receive your signed quote, we will send an invoice to the billing contact within 7 to 10 business days.

I would also like to let you know about a couple of new opportunities available: Standard+2 Features and New Administrator Training:

1. The Standard+2 License was created to offer those clients who are happy with their Standard GLM License, but could use just a little boost... without having to jump up to Advanced. This option lets you choose only the capabilities most useful for your organization, at a price you can afford.
2. Onboarding a new team member? Take advantage of our New Administrator Training to get them ramped up with GLM fast!

Please feel free to reach out to me with any questions about these options, or you can copy/paste this link into your browser and find more information: <https://resources.foundant.com/boost-your-foundant-solution>

If you have any questions or concerns about the renewal process, please feel free to contact me.

Best regards,
Stephanie



Software to Maximize the Impact of the
Philanthropic Community

Section 6 Item t.

Quote

Date: April 16, 2021

PO Box 11888
Bozeman, MT 59719
Phone (877) 297-0043
Fax (406) 922-0073

Bonny Anfinson
City of Deadwood
108 Sherman Street
Deadwood, SD 57732
(605) 578-2082
bonny@cityofdeadwood.com

Please Return Signed Quote by:
May 26, 2021

Foundant Contact	Subscription Term
Stephanie Johnson stephanie.johnson@foundant.com	06/26/2021 - 06/25/2023

Qty	Item #	Description	Price	Total
1	GLM2STD	Grant Lifecycle Manager (GLM) - Standard Two-Year Licensed Subscription Includes 5 GLM Grant Processes, hosting, maintenance and support with no limitations on the number of users or incoming requests.	\$10,000.00	\$10,000.00
Total				\$10,000.00

This is not an invoice. Please sign, return and an invoice will be emailed
Please note #12 in quote terms and conditions below for sales tax information



Quote

Date: April 16, 2021

Software to Maximize the Impact of the
Philanthropic Community

Quote Terms and Conditions:

1. Foundant Technologies Terms and Conditions apply as stated in the Foundant Technologies Standard Terms and Conditions Software License and Services Agreement with Customer.
2. Quoted prices are in U.S. dollars. All payments shall be in U.S. dollars and are due Net 30 from the invoice date.
3. All GLM Licenses include hosting, maintenance, upgrades and support with no limitations on the number of users.
4. This is a binding commitment, which is not subject to the issuance of any further purchase orders, confirmations or other events.
5. Foundant Technologies' Standard Terms and Conditions and this proposal represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document, unless the additional terms are accepted in writing by Foundant Technologies.
6. This order will be processed upon receipt of a copy of this letter signed by a representative of your organization.
7. Special conditions override standard conditions in the event of an inconsistency.
8. Should you choose to terminate your contract prior to the subscription end date, Foundant Technologies will provide a pro-rated refund for the remaining, unused portion of the software subscription fee.
9. GuideStar Charity Check is licensed for up to 1,000 total lookups over the subscription term, if applicable based on the items purchased via this Quote.
10. Unless otherwise noted, client activity level is expected to be less than 5,000 online form submissions through GLM per year. Any deviation from this expectation should be communicated by client to Foundant at least four weeks prior to the initiation of such activity and Foundant reserves the right to limit access to GLM if adequate notice is not provided.
11. Should Foundant's prices increase prior to a renewal date, we commit that your next renewal will be no more than 10% increase over your most current subscription fee.
12. Prices set forth in this quote do not take into account any sales tax. We collect and remit sales tax from our customers located in certain state and local jurisdictions. We determine your local taxing jurisdiction based on the billing address in this quote. In order to determine if you are exempt from sales tax, you must provide proof of your organization's state sales tax exemption. Please note, states do not recognize your 501(c)3 letter as proof of exemption. For details on the most recent U.S. Supreme Court ruling on state tax law, visit https://www.supremecourt.gov/opinions/17pdf/17-494_j4el.pdf.

Special Conditions:

Split payment terms:

Payment #1 \$5,000 Due net 30 of invoice date

Payment #2 \$5,000 Due June 26, 2022



Quote

Date: April 16, 2021

**Software to Maximize the Impact of the
Philanthropic Community**

Contact to receive invoice:

Billing Contact(s) Name

Billing Contact(s) Email

To accept, please sign and date:

Signature

Date

Bonny Anfinson
Printed Name

Is a PO required? (Check for Yes)

EAGLE ENTERPRISES, LLC
 814 7th Ave
 Belle Fourche, SD 57717
 605-210-1775 (C)
 605-892-2401 (F)

Invoice

Date 4/23/2021
 Invoice # 22530

Bill To

City of Deadwood (2)
 Attn: Tom Kruzel
 102 Sherman St.
 Deadwood, SD 57732

Ship To

City of Deadwood (2)
 Attn: Tom Kruzel
 102 Sherman St.
 Deadwood, SD 57732

P.O. #
 Terms CASH

Ship Date 4/23/2021
 Due Date 4/23/2021
 Other

Item	Description	Qty	Price	Amount
Misc.Parts	600W LED Signal 96000lm 5000K 0-10V DIM 120-277V Glass Lens Black	5	1,395.00	6,975.00
Misc.Parts	20W LED Linear Wrap 2 Ft 2200 Lumens 4000K 120-277 Volt	4	30.00	120.00
Misc.Parts	48W LED Linear Wrap 4 Ft 4000K 120-277 Volt	4	60.00	240.00
Misc.Parts	Signal Yoke Mounting Bracket, Black	5	90.00	450.00
S&H	Shipping & Handling		0.00	0.00
<p><i>HP capital Assets</i> <i>Rodeo Ground's, part of 65000.00 Approved</i></p>				
THANK YOU FOR YOUR BUSINESS		Subtotal	\$7,785.00	
		Sales Tax (6.5%)	\$0.00	
		Total	\$7,785.00	
		Payments/Credits	\$0.00	
		Balance Due	\$7,785.00	

EAGLE ENTERPRISES, LLC
 eagleenterprisesllc@gmail.com
 www.saveenergyconsultants.com

605-210-1775
 605-892-2401

RESOLUTION 2021-12

**A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH
TRANSFERS FOR THE YEAR 2021**

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2021.

From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00.

Dated this 3rd day of May, 2021.

CITY OF DEADWOOD

BY: _____
David R. Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

BID TABULATION

Retaining Wall Projects
 Deadwood Historic Preservation Office
 Deadwood, South Dakota

April 29, 2021 @ 2:00 p.m.
 City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732

Engineer: Albertson Engineering, Inc.

BIDDERS / PLAN HOLDERS →							
↓ RETAINING WALL PROJECTS ↓	CAI II	RSC					
Denver Street							
Bid Bond / Security	X	X					
Addendums Acknowledged / Received	X	X					
Base Bid	\$ 266,000.00	\$ 349,000.00					
Bid Alt #1	\$ 20,500.00	\$ 80,000.00					
Engineers Estimate: \$282,000.00 + Alt 1 \$78,000.00							
40 Jefferson							
Bid Bond / Security	X	X					
Addendums Acknowledged / Received	X	X					
Base Bid	\$ 72,000.00	\$ 64,000.00					
Engineers Estimate: \$52,000							

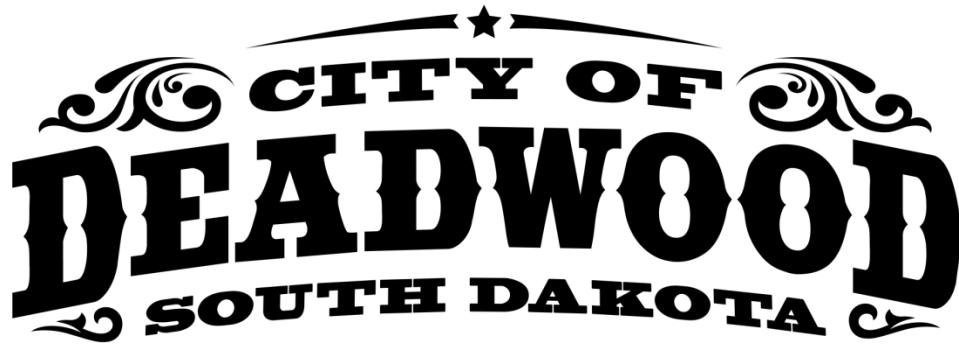
BID TABULATION

Retaining Wall Projects
Deadwood Historic Preservation Office
Deadwood, South Dakota

April 29, 2021 @ 2:00 p.m.
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Engineer: Albertson Engineering, Inc.

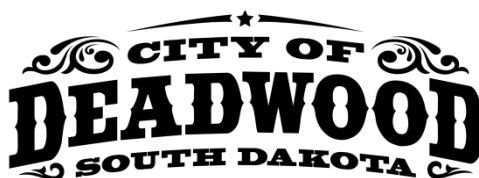
BIDDERS / PLAN HOLDERS →							
↓ RETAINING WALL PROJECTS ↓	CAI II	RSC					
Denver Street							
Bid Bond / Security	X	X					
Addendums Acknowledged / Received	X	X					
Base Bid	\$ 266,000.00	\$ 349,000.00					
Bid Alt #1	\$ 20,500.00	\$ 80,000.00					
Engineers Estimate: \$282,000.00 + Alt 1 \$78,000.00							
40 Jefferson							
Bid Bond / Security	X	X					
Addendums Acknowledged / Received	X	X					
Base Bid	\$ 72,000.00	\$ 64,000.00					
Engineers Estimate: \$52,000							



Event Complex Rental and Use Agreement

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
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: (406) 885-1385

Cell Phone: Same as Business

Email Address: alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): June 9th - 11th 2021

Hour(s): 8:00 am - 10:00 pm

Event Date(s): June 11th and 12th 2021

Hour(s): 7:00 pm- 10:00 pm

Clean-up Date(s): June 13th 2021

Hour(s): 10:00 am- 4:00 pm

Approximate number of people who will attend: 4000

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: Do Deadwood Presents the Deadwood PBR

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Fritz Carlson Title: Security

Phone: 605-210-1780 Representing: Badlands Security

Name: Desiree Libby Title: Administrative Director

Phone: 406-291-2253 Representing: Libby Productions LLC

Name: Roy Goben Title: Ambulance Director

Phone: 605-717-6326 Representing: LDRH

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ Sur Charge Key Deposit \$ 100.00
 Parking Lots \$ _____ Cleaning/Damage Deposit \$ 1000.00
 Baseball Fields \$ _____
Total Fees \$ 1.00/ticket sold **Total Deposits** \$ 1100.00

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

Organization: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: Adam Libby

Date: 1/26/21

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
FOR PBR TOURING PRO EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 3, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, June 11, and Saturday June 12, 2021: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

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

Dated this 19th day of April, 2021.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: April 22, 2021

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

NOTICE OF PUBLIC HEARING FOR KOOL DEADWOOD NITES

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 3, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container Ordinance Request:

Wednesday, August 25, 2021

Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Thursday, August 26, Friday, August 27, Saturday, August 28, Sunday, August 29, 2021

Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

Kool Deadwood Nites Street Closure Requests:

- Wednesday, August 25 from 2:15 p.m. Main St. from Wall to Deadwood Street for early set stage setup and to remain closed until 2:00 a.m. Sunday, August 29, 2021.
- Thursday, August 26 from 5:00 p.m. to 10:00 p.m. Siever Street for Sock Hop Parking
- Thursday, August 26 from 3:00 p.m. to 10:00 p.m. Main St. from Deadwood to Pine for overflow parking for Sock Hop.
- Friday, August 27, and Saturday, August 28 Main St. from Deadwood to Pine from 3:00 p.m. to 10:00 p.m.
- Sunday, August 29 Main Street from Tin Lizzies Gaming Resort to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking

Permission to Waive Vending Fees

Request to waive vendor fees for the Deadwood Kool Nites events for Deadwood Chamber merchandise on Main Street, and Interpretive Lot on Thursday August 26 through Saturday August 28. Waive vending fees for Napa at Lower Main St. on Thursday August 26 through Saturday August 28. Waive vending fees for non-profit (American Legion) at Interpretive Lot on Thursday August 26 through Sunday, August 29, 2021.

Use of Interpretive Lot at no Charge for Sock Hop and Classic Cars

Thursday, August 26 at 2:00 a.m. through 2:00 p.m. Sunday, August 29, 2021.

Use of Lower Main Lot at no Charge for Registration and Registered Cars Only

Thursday, August 26 at 8:00 a.m. through 10:00 p.m. Saturday, August 28, 2021.

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Friday, August 27, 7:00 a.m. to 2:00 p.m. for road run, Saturday, August 28, 5:00 a.m. to 2:00 p.m. for car judging, and Sunday August 29, 2021 5:00 a.m. for parade lineup.

Request to Waive Banner Fee:

Request to waive Banner fees Thursday August 26 through Sunday August 29, 2021 for Kool Deadwood Nites, Directional and Chamber banners.

Main Street Parking:

Parking on Main Street from Wild Bill Bar to Nugget Saloon, and in Celebrity to Mineral Palace, 10:00 a.m. to 10:00 p.m. Thursday, August 26, Friday, August 27, and Saturday, August 28, 2021 from 10:00 a.m. to 10:00 p.m.

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

Dated this 19th day of April, 2021.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: April 22, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.

EVENT INFORMATION

Type of Event:

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

 Event Title: Kool Deadwood Nites

 Event Date(s): August 25-29 2021
 (month, day, year)

Total Anticipated Attendance: _____

(# of Participants _____ # of Spectators _____)

 Actual Event Hours: (from): 6am AM / PM (to): 10pm AM / PM

 Location / Staging Area: Main Street/Interpretive/Welcome Center

 Set up/assembly/construction Date: August 25th Start Time: 2.15pm AM / PM

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

 Dismantle Date: August 28th Completion time: 2am AM / PM

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

Wall to Deadwood 8/25 2.15pm thru 8.30 2am Deadwood -Pine 8/26-27-28 3pm-10pm

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

 Sponsoring Organization: The Deadwood Chamber of Commerce

 Chief Officer of Organization (NAME): Lee Harstad

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

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

 Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING****NO****YES**Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):

Car Registration

**OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION**Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

See Attached

KDN Street and Parking Lot Closures:

Request Street Closure Wednesday Aug 25 at 2:15pm and to remain closed thru Aug 29th at 2am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday Aug 26 at 2am and to remain closed thru Sunday Aug 29 at 2pm for Sock Hop and Classic Car Parking. Request KDN signs to be put up starting Tuesday Aug 24.

Request Street Closure Siever St Thursday Aug 26 from 5-10pm for Sock Hop Parking.

Request a portion of Lower Main Parking lot closure Thursday 8am Aug 26 thru Saturday 10pm Aug 28 for Registered Cars Only, to be determined by safety committee. Registration will once again be held at the New Visitor Center/Chamber offices.

Request Street Closure Thursday Aug 26 thru Saturday 28th at 10pm)

Request St Closure Sunday Aug 29 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

Request parking in Front of Mineral Palace and Wild Bill Bar-Nugget Saloon Thursday Aug 26-28 from 10am-10pm for classic car parking only.

Request Open Container Wednesday Aug 25 in Zone 1 & 2 From 5pm-10pm

Request Open Container Thursday Aug 26 in Zone 1 & 2 from Noon-10pm

Request Open Container Friday Aug 27 in Zone 1 & 2 from Noon-10pm

Request Open Container Saturday Aug 28 in Zone 1 & 2 from Noon - 10pm

Request Open container Sunday Aug 29 in Zone 1 & 2 From Noon-10pm

Request to waive Banner Fees for Event Sponsors, KDN Banners Directional Banners, and Chamber Banners.

Request to waive vending fees to sell KDN & Band Merchandise Thursday Aug 26, Friday Aug 27 and Saturday Aug 28

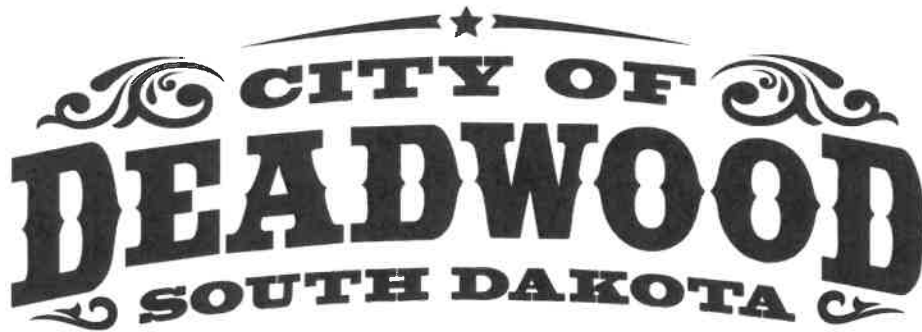
Request to waive vending Fees for American Legion to sell concessions during Sock Hop Thursday Aug 26-28.

Request to waiver vending fees for Napa Aug 26-29 / KDN Sponsor

Request Police Escort Friday Aug 27 at 10am for Rod Run/Event Complex

Request Police Departments help with traffic flow during Judging at Event Complex/Highway on Sat Aug 28th 8am-Noon.

Request Police Escort Sun Aug 29th 9am for Parade.



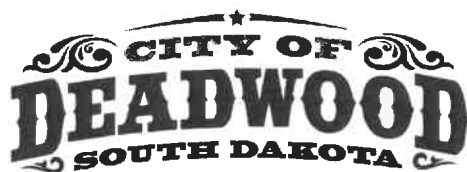
Event Complex Rental and Use Agreement

Event: KOOL DEADWOOD NITES

Date: 8-27-21

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Kool Deadwood Nites

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: Deadwood Chamber of Commerce

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876

Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): Friday August 27th Hour(s): 7am-2pm

Event Date(s): Friday-Sunday August 27-29th Hour(s): 6am-2pm

Clean-up Date(s): Sunday August 29th Hour(s): 10am

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Kool Deadwood Nites

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>250.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ <u>450.00</u>	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ <u>0.00</u>		
Total Fees	\$ <u>700.00</u>	Total Deposits	\$ <u>1,100.00</u>

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Date: 3/17/2021

For Office Use Only:

Date Fees Received _____

Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____

NOTICE OF PUBLIC HEARING

OPEN CONTAINER, SPECIAL FULL TEMPORARY LIQUOR LICENSE, STREET CLOSURE, USER FEE FOR DAYS OF '76 EVENTS

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held May 3, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday July 24, Sunday July 25, Monday July 26, Tuesday, July 27, Wednesday, July 28, Thursday, July 29, Friday July 30, and Saturday, July 31, 2021 from 7:00 a.m. to 2:00 a.m. at the Event Complex.

Special Full Temporary Liquor License:

Tuesday July 27, Wednesday July 28, Thursday July 29, Friday July 30 and Saturday July 31, 2021 from 2:00 p.m. to 10:00 p.m. at the Event Complex.

Street Closure:

For Days of '76 Parade - July 30 and 31, 2021. Closure of Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to rodeo grounds, from 1:00 p.m. until parade ends on July 30, and from 9:30 a.m. until parade ends on July 31, 2021.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, July 21 through Wednesday, August 4, 2021.

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

Dated this 19th day of April, 2021.

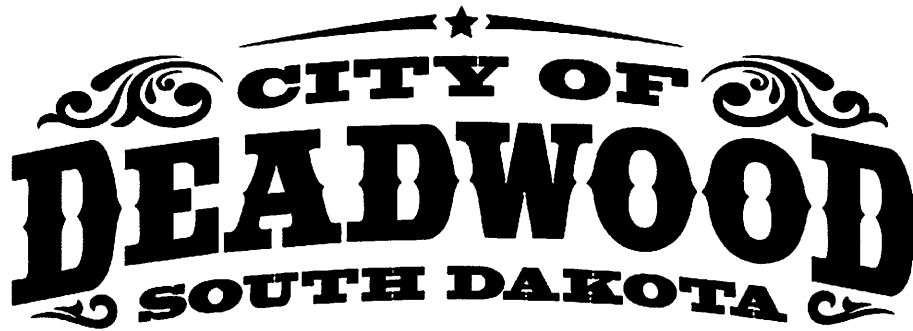
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 22, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.



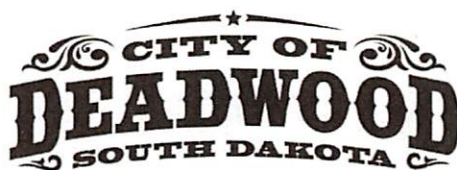
Event Complex Rental and Use Agreement

Event: Days of '76

Date: 3/19/2021

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
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

Contact Information:

Name of Applicant: Same

Business/Organization: Same

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-920-1116 Cell Phone: _____

Email Address: chris.roberts@firstwesterninsurance.com

Dates Event Complex requested:

Set up Date(s): July 21-25 Hour(s): _____

Event Date(s): July 26-31 Hour(s): _____

Clean-up Date(s): Aug 1-4 Hour(s): _____

Approximate number of people who will attend: 25,000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Greg Nelson Title: President
 Phone: 605-580-1263 Representing: _____

Name: Chris Roberts Title: _____
 Phone: 605-920-1116 Representing: _____

Name: Ted Thompson Title: _____
 Phone: 605-641-2000 Representing: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees — REQUESTIN WAIVER

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ 100.00

Parking Lots \$ _____ Cleaning/Damage Deposit \$ 1,000.00

Baseball Fields \$ _____

Total Fees \$ _____ **Total Deposits** \$ 1,100.00

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

Organization: Days of '76

Name: Chris Roberts Title: Member

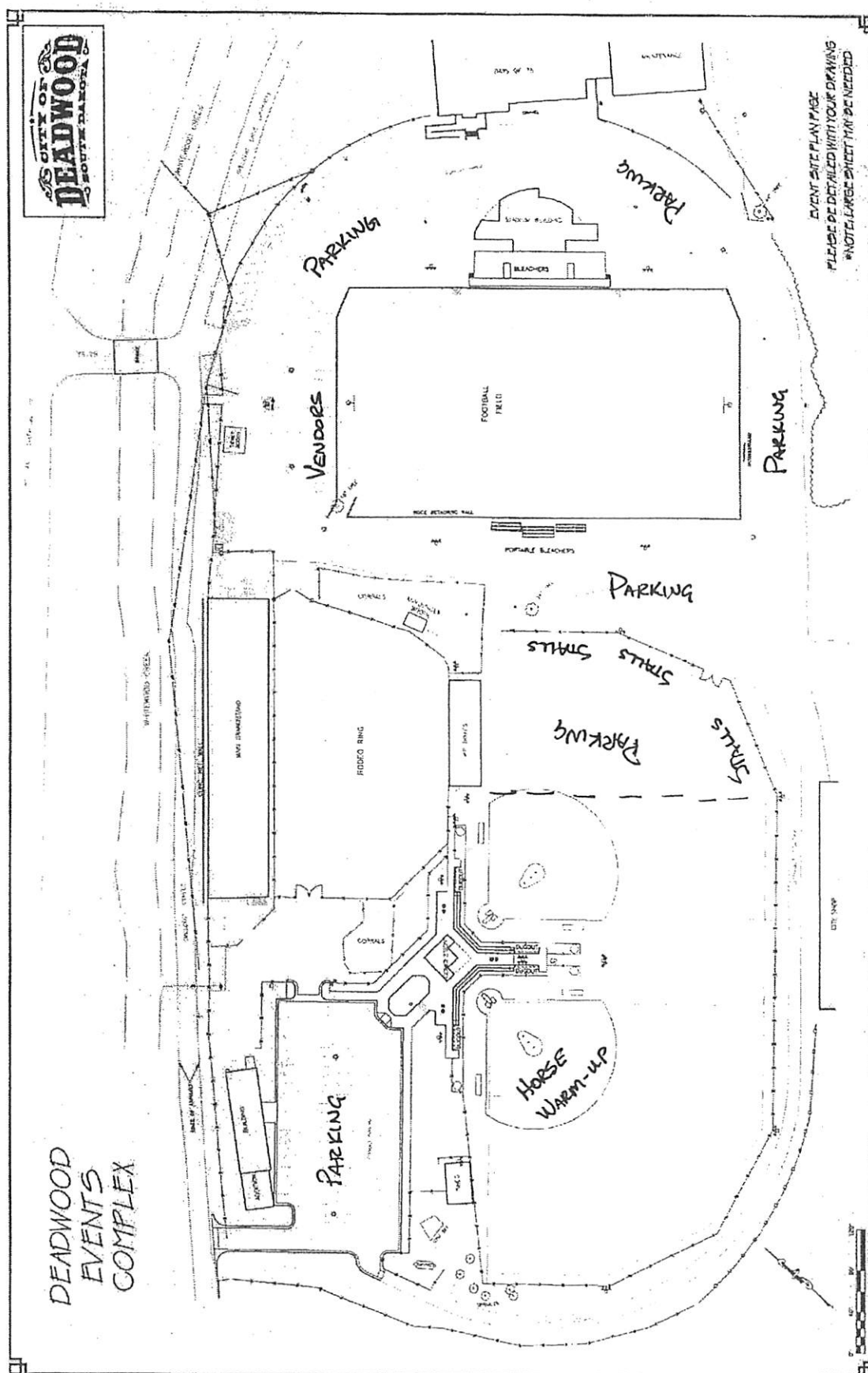
Signature: _____ Date: _____

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 3, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for Days of 76 Steer Roping Event at Event Complex on Friday, August 20 through Tuesday, August 24, 2021.

Relaxation of Open Container:

Friday, August 20, Saturday, August 21, Sunday, August 22, and Monday, August 23, 2021 from 10:00 a.m. to 2:00 a.m. at the Event Complex.

Special Full Temporary Liquor License:

Saturday, August 21, Sunday, August 22, and Monday, August 23, 2021 from 10:00 a.m. to 6:00 p.m. at the Event Complex.

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

Dated this 19th day of April, 2021.

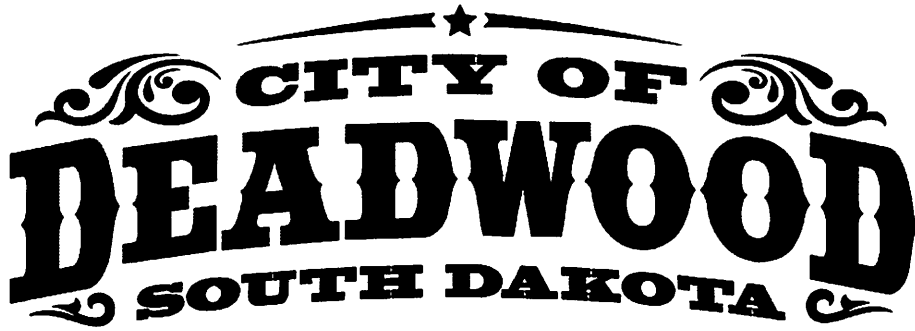
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, April 22, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.



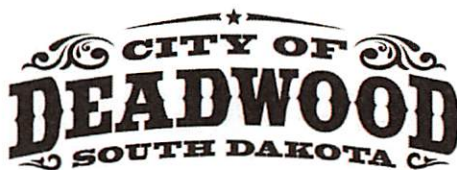
Event Complex Rental and Use Agreement

Event: Days of '76 Steer Roping

Date: 3/19/2021

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
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-920-1116

Cell Phone: _____

Email Address: chris.roberts@hubinternational.com

Dates Event Complex requested:

Set up Date(s): August 19 Hour(s): _____

Event Date(s): Aug 20-23 Hour(s): 8:00am - 5:00pm

Clean-up Date(s): August 24 Hour(s): _____

Approximate number of people who will attend: 300

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com 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: Ted Thompson Title: _____
 Phone: 605-641-2000 Representing: _____

Name: Chris Roberts Title: _____
 Phone: 605-920-1116 Representing: _____

Name: Greg Nelson Title: _____
 Phone: 605-580-1263 Representing: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees – REQUESTIN WAIVER

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ 100.00

Parking Lots \$ _____ Cleaning/Damage Deposit \$ 1,000.00

Baseball Fields \$ _____

Total Fees \$ _____ **Total Deposits** \$ 1,100.00

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: _____ Date: _____

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE OF SIEVER STREET**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 3, 2021, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Siever Street: Closure during Deadwood Live concert events at Outlaw Square on the following dates: Saturday, May 29, Sunday, May 30, Sunday June 13, Friday, July 2, Saturday, July 3, Sunday, July 11, Sunday, July 25, Sunday, August 1, and Saturday, September 4, 2021.

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

Dated this 19th day of April, 2021.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 22, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
FOR OUTDOOR SITTING
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 3, 2021, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Gold Street: Between Main Street and Broadway Alley Monday, May 17 to Monday, September 20, 2021. Broadway alley will be one way from Wall Street to Shine Street.

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

Dated this 19th day of April, 2021.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 22, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.

This Instrument Prepared By:
 Deadwood Historic Preservation Commission
 City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732
 (605) 578-2082
 (605) 587-2084

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this “Easement”) is granted this 20th day of April, 2021 by **ZCN, LLC, a South Dakota Limited Liability Company**, 4201 S. Minnesota Ave, Suite 113, Sioux Falls, SD 57105 (the “Grantor”) to the **DEADWOOD HISTORIC PRESERVATION COMMISSION**, City of Deadwood, 108 Sherman Street, Deadwood, SD 57732, a South Dakota municipal government (“Grantee”):

WHEREAS:

- A. Grantor is the owner in fee of real property (the “Property”) located on Tract B of McGovern Hill Addition, located in the SE1/4 Section 22, SW1/4 Section 23, NW1/4 Section 26 and NE1/4 Section 27, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota, more particularly shown and described in Exhibit A;
- B. The Property possesses cultural, historical, archaeological, natural, scenic and recreational values (collectively the “Conservation Values”) of great importance to Grantor, the people of the City of Deadwood and the people of the State of South Dakota; the preservation of which will provide a significant public benefit to the protection of the Deadwood National Historic Landmark District. The Conservation Values are more fully described in the Baseline Documentation Report attached as Exhibit B and incorporated herein by this reference;
- C. The Property is located within the boundaries of the Deadwood National Historic Landmark District.
- D. The Property represents open space for the scenic and visual enjoyment of the general public and will yield a significant public benefit;
- E. Protection of the Conservation Values of the Property is consistent with and advances conservation public policies of state and local governments, because South Dakota statutes clearly identify open space, wildlife habitat and scenic values protection as part of the State’s public policy, “retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forest, recreational or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving historical, architectural, archaeological, paleontological or other culture aspects of real property”.

- F. Grantor desires to preserve **in perpetuity** the Conservation Values of the Property by granting this Easement and by surrendering the opportunity to engage in economic development of the Property that is inconsistent with such Conservation Values;
- G. The Property is located adjacent to the Deadwood Mountain Grand Resort, and therefore has substantial economic value if developed for nonagricultural purposes, but only by potentially harming the Conservation Values and Purposes as noted herein;
- H. Maintaining the Property's cultural, historical, archaeological, natural, scenic and recreational values characteristics, and, in particular, maintaining the Property free from new structures, alteration or changes that would encroach upon, damage or destroy the Property and the Deadwood National Historic Landmark District are critical to the protection of the Property. The conservation of the Property, subject to the terms of this Easement, will yield significant benefits to the public by protecting the Property;
- I. The parties have mutual desires and goals towards the long-term preservation of Deadwood's National Historic Landmark District, the State and National Register Districts, and the local historic district;
- J. The Grantee is a qualified organization under § 170(h) of the Internal Revenue Code ("IRC") because of its status as a governmental unit described in IRC § 170(b)(1)(A)(v), and policies, goals, and missions of Grantee are found and expressed, in relevant part, on Exhibit B.
- K. Grantee is willing to accept this Easement, to preserve and protect the Conservation Values of the Property in perpetuity in accordance with the terms of this instrument for the benefit of this generation and generations to come, subject nevertheless to the reservations and to the terms and conditions and obligations set out herein and imposed hereby;
- L. The parties desire to conserve the Property by entering into this Easement pursuant to SDCL 1-19B-56 to 1-19B-60 of the State of South Dakota and IRC §170(h); and
- M. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein the parties agree as follows:

1. Grant of Easement.

- 1.1 *Scope and General Purpose.* Upon and subject to the terms and conditions described herein below, and with the intention of making an absolute and unconditional gift, Grantor hereby gives, grants, warrants and conveys to

Grantee a conservation easement of the nature and character set forth herein, to preserve, protect, and maintain the Conservation Values of the Property.

1.2 *Term.* This Easement shall be **perpetual**.

1.3 *Authority Generally.* To accomplish the Conservation Purposes of this Easement, Grantee shall have the right and power to generally preserve and protect the Conservation Values and Conservation purposes, and specifically:

- (a) To enter upon the Property at reasonable times to monitor compliance with and otherwise to enforce the terms of this Easement as more particularly set forth herein;
- (b) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 11;
- (c) To retain as its exclusive right, power and domain, except as expressly reserved to Grantor, all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, it being the intent hereby that such development rights shall, except as expressly reserved, be terminated and extinguished and may not be used on or transferred to any portion of the Property; and
- (d) To provide the public with visual access to the Property (but not physical access) for the public's scenic enjoyment of the Property.

1.4 *Access.* For all the purposes described in this Easement, Grantee shall have the right to access the Property from, and to travel by vehicle or foot upon and across, any public or private road or unimproved road or path, public or private, on, to or adjoining the Property. In the event the Property is landlocked, Grantee may have access to the Property on and across any adjoining land of Grantor by the route most convenient to Grantee.

2. **Other Grants by Grantee.** This Easement shall not be interpreted to prohibit or restrict Grantor from participating in any state, federal or local government entity or agency programs designed to promote, preserve or enhance the natural characteristics and potential of the Property and to make any grant of any covenant, restriction, easement or title to the Property for that purpose (a "Public Entity Grant"), provided all of the following conditions are met: (i) any such grant is subject to this Easement; (ii) the grant does not impair, harm or otherwise jeopardize the Conservation Values; and (iii) Grantor shall provide prior notice to Grantee complying with Section 10.
3. **Grantee's Acceptance.** In reliance upon Grantor's warranties and representations as described below, Grantee hereby accepts grant of this Easement and the responsibility of monitoring and enforcing its terms and upholding its Conservation Values forever.

4. **Conservation Baseline.** The Grantor and Grantee mutually agree the “Baseline Documentation Report”, set forth on Exhibit C, as depicted by maps and supporting text, describes the general condition of the Property, including Structures and Improvements, and driveways, as located on the Property as of the date of this Easement. The Baseline Documentation Report will be used by Grantee to assure that any future changes in use of the Property will be consistent with the terms of this Easement.
5. **Purposes.** The Easement is hereby granted exclusively for the following purposes (together the “Conservation Purposes”):
 - 5.1 *Preservation.* To assure that the Property will be retained in perpetuity in its predominantly undeveloped, historic, and open space condition;
 - 5.2 *Scenic Enjoyment.* To preserve, protect and maintain the Property as open space for the scenic and visual enjoyment of the general public.
 - 5.3 *Historic Preservation.* To assure that the Property remains in its undeveloped state to preserve the historic values of the Deadwood National Historic Landmark District.
6. **Grantor’s Warranties and Representations.**
 - 6.1 *Purpose.* Grantor acknowledges that despite the Conservation Values of the Property, certain factors, if they were present, would preclude Grantee from accepting this Easement; and Grantee cannot accept this Easement without affirmative assurances that these factors are not present with respect to the Property. Since Grantor is the party most familiar with the Property, Grantor acknowledges the right of Grantee to rely without inquiry on these assurances in the form of Grantor’s warranties and representations as described below.
 - 6.2 *Enumeration.* To induce Grantee to accept this Easement, Grantor warrants and represents as follows:
 - (a) Grantor is the sole owner of the Property, free of all liens, claims, interests and encumbrances.
 - (b) To the best of Grantor’s knowledge:
 - (i) Any handling, transportation, storage, treatment or use of any substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Easement has been in compliance with all applicable federal, state, and local laws, regulations, and requirements and has no current adverse effect on any of the Conservation Values.

- (ii) No deposit, disposal, or other release of any hazardous substance or toxic waste has occurred on or from the Property, which is free of all such contamination.
- (iii) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.
- (iv) Grantor and the Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use.
- (v) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.
- (c) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- (d) In determining to grant this Easement, Grantor has relied solely on the advice of his own legal, tax and valuation advisors and not on any representative of Grantee.

7. Prohibited and Restricted Uses.

- 7.1 *Encouraged Practices.* Grantee acknowledges that the Conservation Values are available to be preserved, and Grantor and its successors and assigns are encouraged to conduct all permitted operations and practices in accordance with good management practices addressing soil and water conservation, erosion control, historical, cultural resource and habitat protection.
- 7.2 *Promise to Comply.* Grantor covenants and promises that Grantor will not perform, or knowingly allow others to perform, any act or use on or affecting the Property in conflict with this Section 7.
- 7.3 *Specific Terms.* Any activity that is inconsistent with the Conservation Purposes of this Easement is prohibited. Without limited the generality of the foregoing, the Property is hereby made subject to the following prohibitions and restrictions:
 - (a) No billboards or commercial signs shall be erected on the Property.

- (b) The Property shall not otherwise be subdivided by physical, legal or other process, for purposes of transferring ownership of less than the entirety of the Property.
- (c) The Property shall not be subject to any mining, extraction or removal of soil, sand, gravel, oil, natural gas, fuel or other mineral substance or exploration for any such purpose, except for movement of material solely for use on the Property in conjunction with and in furtherance of activities permitted by this Easement.
- (d) Trees on the Property may be cut only for the following: (i) to control insects and disease; (ii) to prevent personal injury or property damage; (iii) to prevent or reduce fire hazard; or (iv) pursuant to a natural resources management plan having the prior approval of Grantee. No plants, flora, fauna or other vegetation may be cut, burned, removed, destroyed, eradicated or harvested except pursuant to a cultural and natural resources management plan approved by Grantee.
- (e) No unpaved portion of the Property shall be paved, including without limitation covering the soil surface with concrete, asphalt, gravel or other material other than soil and grass.
- (f) Grantor shall not transfer, encumber, lease, sell or otherwise separate any water rights from the Property.
- (g) The dumping or accumulation of any kind of trash, garbage, debris, waste, refuse, junk, hazardous chemicals, other unsightly or foreign material, or derelict equipment on the Property is prohibited.
- (h) No Structures or other Improvements may be built on the Property. For purposes of this Easement, "Structure" includes any building or object constructed, installed or placed upon the ground, whether temporarily or permanent, including without limitation residential units, garages, sheds, studios, cabins, moveable buildings, decks, terraces, and garden features such as arbors and gazebos. For purposes of this Easement, "Improvements" shall mean anything that is constructed or installed upon the ground or a Structure, which is not a Structure and includes without limitation driveways, roads, parking areas, gardens, ponds, wells, septic tanks, drainageways, utility lines, fences, walls, paths, trails and walkways.
- (i) There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the Easement area by any means, removal of wetlands,

polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. Surface drainage into the Property shall comply with all applicable ordinances, regulations and statutes, including those applicable to water quality.

- (j) No new roads not shown on Exhibit B or site plans may be cut through the Property. No motorized vehicles shall be used on the Property, except for maintenance work to protect the Conservation Values, and for Grantee's inspections.
- (k) The Property may not be used for or as a part of any commercial venture to provide hunting, fishing, camping, hiking, biking, lodging, drinking or eating or any other commercial recreational activity.
- (l) No above ground installation of new utility systems or extensions of existing systems, including, without limitation, cell towers, telephone relay towers and any other stand-alone tower structures shall be permitted. No water, sewer, power, fuel or communication lines nor related facilities, or any underground installation, will be permitted if the resulting effect would be to drain, alter, or disturb any wetland on the Property unless permitted by the Corps of Engineers or Environmental Protection Agency, as applicable.

7.4 **Acts of God.** Nothing contained in this Easement shall be construed to impose upon Grantor any liability or obligation for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any prudent action by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. **Retained Rights.** Except as otherwise expressly provided in this Easement, Grantor shall retain all incidents, rights, powers and discretion inhering in ownership and possession of the Property including without limited to the following:

- 8.1 *Transfers.* To gift, transfer, lease, mortgage or otherwise encumber the Property, subject and subordinate to this Easement, after compliance with the notice requirements of this Easement in Section 10. Grantor agrees that the terms, conditions, restrictions, and purposes of this Easement will be inserted by it in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to or of its possessory interest in the Property.
- 8.2 *Compliance with Public Entity Grants.* Grantor may execute all instruments and documents, provide all assurances and take all actions necessary to comply with all public entity grants, to the extent required thereby and not impairing, harming or otherwise jeopardizing the Conservation Values.

- 8.3 *Weed Control.* Grantor retains the right to use herbicides to control weeds and other undesirable plants, and the right to use other pesticides to control insects and undesirable wildlife. The use of these chemicals shall be consistent with normal forestry and timber practices.
- 8.4 *Other Ownership Rights.* To exercise all rights accruing from Grantor's ownership of the Easement Property, including the right to engage in, or permit or invite others to engage in, all uses of the Easement Property that are not expressly prohibited and are not inconsistent with the purposes of this Easement.
9. **Retained and Assumed Responsibilities, Obligations and Liabilities.**
- 9.1 *Grantee's Status.* Grantor acknowledges that Grantee shall not be considered, and the parties do not intend this Easement to be construed to create or impose upon Grantee any responsibilities, obligations or liability as, an owner, operator, landlord, tenant or manager of the Property. Grantee's obligations for monitoring and inspection shall be solely for the purpose of preserving Conservation Values and not for the prevention or mitigation of any damage, injury or other harm to persons or property. This Easement shall not be deemed to create any right of action against Grantee in favor of any third party.
- 9.2 *Taxes.* Grantor shall pay before delinquency all taxes, assessment, fees and charges of whatever description levied on or assessed against the Property and/or this Easement; provided, however, that all assessed real estate taxes shall be paid on or before the due date set forth in the county tax statement.
- 9.3 *Management.* Grantor shall continue to be solely responsible for the upkeep, maintenance and management of the Property and preservation and protection of the Conservation Values. In the event Grantee places any interpretive sites or hiking or biking trails, Grantee shall be solely responsible for the upkeep maintenance and management of these improvements. Further, Grantee shall be solely responsible for any reclamation costs incurred by any archeological investigations.
- 9.4 *Insurance.* Grantor shall be solely responsible for maintaining all appropriate casualty, property, liability and workers compensation insurance appropriate for their use and occupation of the Property. Grantee shall be named an additional insured on all such insurance policies related to the Property.
- 9.5 *Compliance with Laws.* Grantor shall remain solely responsible for obtaining all applicable governmental permits and approvals for any activity or use permitted by this Easement and to conduct the foregoing in accordance with and in observation of all applicable federal, state and local laws, rules, regulations and requirements.

- 9.6 *Indemnity.* Grantor shall indemnify, protect, defend with counsel acceptable to Grantee and hold Grantee and its directors, officers, employees, agents, attorneys, volunteers, representatives, successors and assigns (the "Indemnified Parties") harmless from and against all claims, actions, administrative proceedings, liabilities, judgments, damages, punitive damages, penalties, fines, costs, remedial action, compliance requirements, enforcement in clean-up actions of any kind, interests or losses, attorney's fees and expenses (including those incurred in enforcing this indemnity), consultant fees and expert fees arising directly or indirectly from or in connection with (i) injury or death of any person, damage to any property or diminution in the value of property resulting from any act, omission, condition or other matter related to or occurring on or about the Property regardless of cause, including injury, death or other harm to any Indemnified Party; (ii) the presence, suspected presence or release of any hazardous substance whether into the air, soil, surface water or ground water of or at the Property; (iii) any violation or alleged violation of any environmental law affecting the Property, whether occurring prior to or during Grantor's ownership of the Property and whether caused or permitted by Grantor or any person other than Grantor; (iv) any claim or defense by Grantor or any third party that any Indemnified Party is liable as an owner or operator of the Property under any environmental law; or (v) any breach of Grantor's warranties, representations or retained responsibilities, obligations or liabilities hereunder. This indemnity shall not apply if it shall be finally determined that any of the foregoing was caused (i) solely by the negligence of the Indemnified Parties or (ii) primarily by the gross negligence or willful misconduct of the Indemnified Parties.
- 9.7 *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

10. **Notices and Approvals.**

- 10.1 *Methods.* Any notice or communication under this Easement shall be in writing and delivered (by hand, telecopy, telegraph, telex or courier) or deposited in the United States mail (first class, registered or certified), postage fully prepaid and addressed as stated below. Either party may, from time to time, specify as its address for purposes of this Easement any other address upon the giving of ten (10) days' notice thereof to the other party in the manner required by this paragraph. This paragraph shall not prevent the giving of written notice in any other manner, but such notice shall be deemed

effective only when and as of its actual receipt at the proper address and by the proper addressee.

- 10.2 *Timing and Substance.* Whenever notice to or approval of Grantee is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
 - 10.3 *Approval.* Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. Grantee's approval may be conditioned on reimbursement of costs incurred in, and reasonable fees for, consideration of the request.
11. **Grantee's Remedies.**
- 11.1 *Notice; Corrective Action.* If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.
 - 11.2 *Injunctive Relief.* If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
 - 11.3 *Damages.* In the event that Grantor does not or cannot cure the noticed violation and effectively restore the Property to its pre-violation state, then Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- 11.4 *Emergency Enforcement.* If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property such as to make notice impracticable, Grantee may pursue its remedies under this Section 11 without prior notice to Grantor or without waiting for the period provided for cure to expire. In such instance, Grantee shall provide notice as soon as practicable.
- 11.5 *Scope.* Grantee's rights under this Section 11 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Section 11.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 11 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 11.6 *Costs.* All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.
- 11.7 *Forbearance.* Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 11.8 *Waiver.* Grantor hereby waives any defense of laches, estoppel, or prescription.

12. **Extinguishment and Condemnation.**

- 12.1 *Extinguishment.* If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Section 12.2.

- 12.2 *Valuation.* This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Section 12.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to IRC §170(h).
- 12.3 *Condemnation.* If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Section 12.2.
- 12.4 *Application of Proceeds.* Grantee shall use any proceeds received under the circumstances described in this Section 12 in a manner consistent with the Conservation Purposes, which are exemplified by this grant.
13. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under § 170(h) of the IRC (or any successor provision then applicable), and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Values and Purposes that this grant is intended to advance continue to be carried out. Grantee shall give written notice to Grantor of an assignment at least thirty (30) days prior to the effective date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.
14. **General Provisions.**
- 14.1 *Benefit and Binding Effect.* The Easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor and Grantee shall also apply to, be binding upon and inure to the benefit of their respective agents, heirs, executors, administrators, other legal representatives, transferees, successors and assigns.

- 14.2 *No Third Party Beneficiaries.* This Easement is intended solely for the benefit of the parties hereto and shall not be enforceable by or create any claim or right of action in favor of any other party.
- 14.3 *Entire Agreement.*
- (a) This Easement represents the entire and integrated agreement between the parties hereto with respect to the subjects described herein and supersedes all prior negotiations, representations or agreements, oral or written. Subject to subparagraph (b), this Easement may be amended or modified only in writing signed by the party to be bound by such amendment or modification and stating that it is intended as an amendment or modification of this Easement. The parties waive their rights to amend or modify this Easement in any other manner.
 - (b) This Easement may be amended only upon satisfaction of all of the following: (i) written consent of Grantee, which may be granted or withheld in its sole discretion and upon such additional conditions as Grantee may determine to impose in any specific instance; (ii) payment of Grantee's incurred costs and reasonable fees it may impose for the consideration of such amendment; (iii) protection of the Conservation Values are improved or not impaired; (iv) the amendment complies with SDCL 1-19B-56(2)(b) et seq.; and (v) the amendment complies with IRC §170(h). Any such amendment that does not comply with all such requirements shall be void and of no force or effect.
- 14.4 *Severability.* If any one or more of the provisions of this Easement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality or enforceability of such provision in every other respect and the remaining provisions of this Easement shall not be in any way impaired.
- 14.5 *Nonwaiver.* Failure of a party to insist upon adherence to any term of this Easement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon adherence to that term or any other term of this Easement.
- 14.6 *Governing Law.* This Easement shall be governed by and interpreted under the substantive laws of the State of South Dakota without regard to principles of conflicts of law. This Easement shall not be interpreted to negate, supersede or otherwise modify any law, statute, rule, regulation or ordinance (together a "Law") imposing additional or more stringent restrictions, including those related to zoning or land use, unless such Law is permitted to be varied by private agreement and the express terms of this agreement have that effect. No approval of this Easement by any governmental authority shall have the effect of negating, superseding or otherwise modifying such Law, or waiving its enforcement, unless expressly so stated as a part of such approval.

- 14.7 *Headings.* The section headings to this Easement are intended solely for the parties' convenience and shall not affect the interpretation or construction of any portion or provision of this Easement.
- 14.8 *Recordation; Publicity.* Grantee shall record this instrument in timely fashion in the official records of Lawrence County, South Dakota and may re-record it at any time as may be required to preserve its rights in this Easement. Grantee may reasonably publicize the grant of this Easement and use photographs and descriptions of the Property on its web site and other informative materials.
- 14.9 *Liberal Interpretation.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and preservation of the Conservation Values. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 14.10 *No Forfeiture.* Nothing contained herein will result in forfeiture by Grantee or reversion of Grantor's title in any respect.
- 14.11 *Termination.* A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the day and year first above-written.

GRANTOR:

ZCN, LLC

Debi Ho

By: Dale Morris

Its: Sole Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) : SS

On this the 20th day of April, 2021, before me, the undersigned officer, personally appeared Dale Morris, who acknowledged himself to be the sole member of ZCN, LLC, a South Dakota Limited Liability Company, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



Sam Leonard

Notary Public - Tennessee

My commission expires: **May 9, 2023**

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the day and year first above-written.

**GRANTEE: DEADWOOD
HISTORIC PRESERVATION
COMMISSION, CITY OF
DEADWOOD,**

A South Dakota Municipal
Government

By Dale Berg

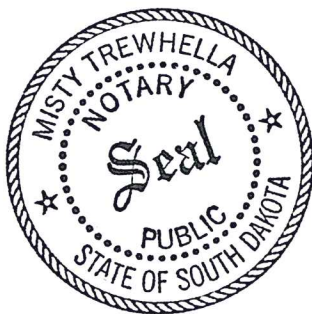
Its: Chairman

108 Sherman Street
Deadwood, SD 57732

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LAWRENCE)

On this the 29th day of April, 2021, before me, the undersigned officer, personally appeared Dale Berg, who acknowledged himself to be the Chairman of Deadwood Historic Preservation Commission, a South Dakota municipal government, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



Misty Trewhella

Notary Public - South Dakota

My commission expires: September 28, 2024

EXHIBIT A

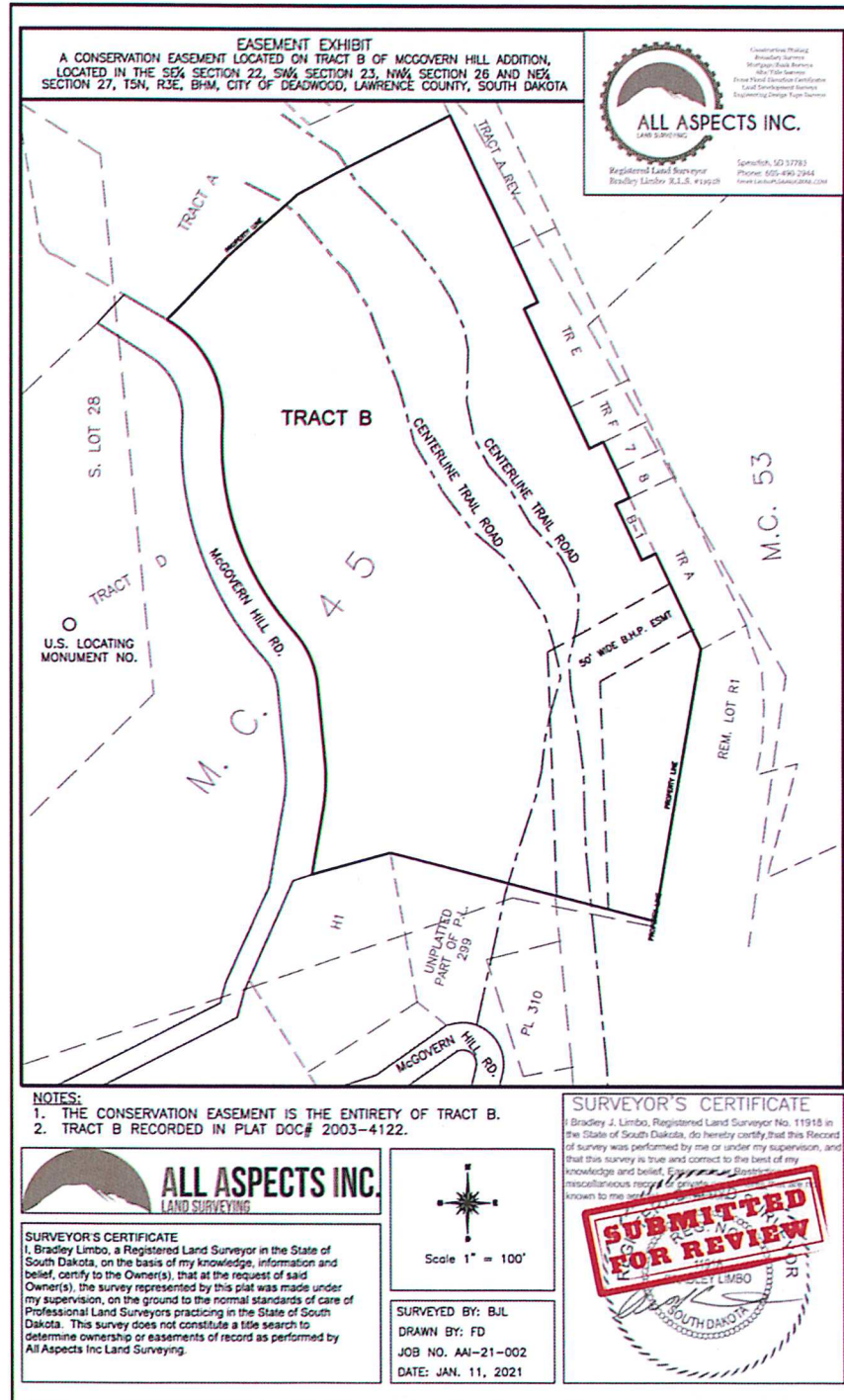
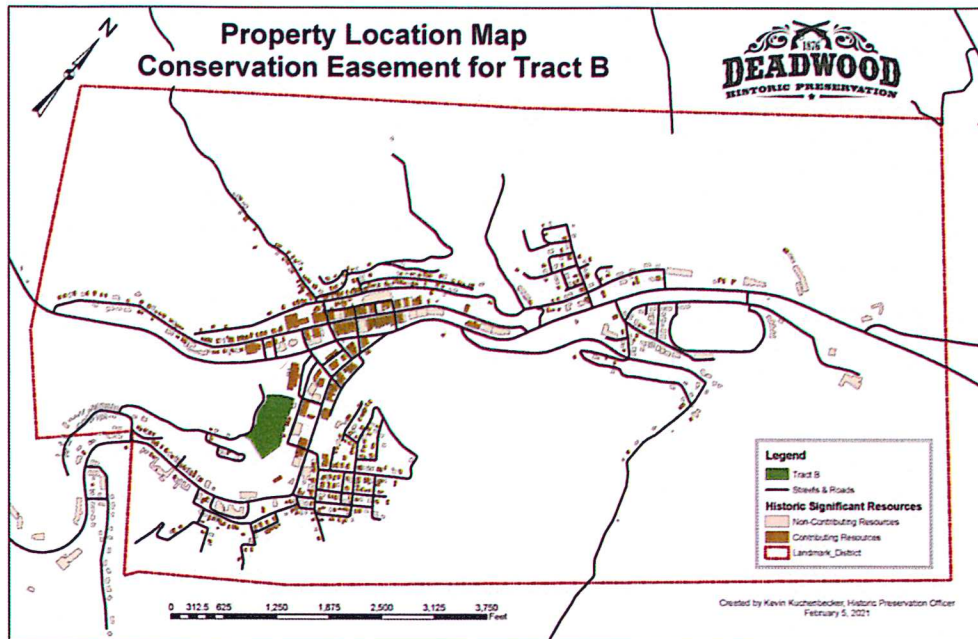


EXHIBIT B

Baseline Documentation Report

Map showing location of Property



Description of Property

The Property is located near the middle of the Deadwood National Historic Landmark District and the state and national register historic districts of Deadwood, Lawrence County, South Dakota. Deadwood was originally settled in a scenic gulch at the confluence of Whitewood and Deadwood Creeks in 1876, due to the discovery of gold in the Black Hills of South Dakota.

The property is a highly visible undeveloped steep hillside with Ponderosa pine forest scattered with scrub oak and spruce. The property contains several archeological features including identified foundations near the bottom of the property dating to near the founding of the mining camp of South Deadwood and the weir ditch providing “slimes” to the 1906 Homestake Mining Company’s Slime Plant. It also contains an abandoned roadway and a deserted railroad spur with associated features.

The property is currently zoned for commercial use. The Property is adjacent to four residential properties and the rehabilitated Slime Plant now used as multi-use commercial property and known as the Deadwood Mountain Grand. Access to the property is limited due to the constraints associated with the hillside. McGovern Hill Road abuts the upper limits of the property and the Homestake Trail passes near the South side of the property.

Deadwood is a small town with a historic setting and an aesthetic beauty. The environs afforded Deadwood by its location in the Black Hills offers many environmental benefits for the community. The ponderosa pines and other vegetation on the surrounding hillsides help provide ecosystem services that supply clean air and water to Deadwood, and the rocks and minerals are responsible for the founding and flourishing of Deadwood as a mining town. This property offers these conservation values as well as potential opportunities to experience nature and outdoor recreation such as hiking and biking.

Deadwood's numerous comprehensive plans have identified several goals which match the conservation values provided by this property. These include but are not limited to the following:

1. The City of Deadwood desires to preserve the natural environment, livability, and sense of community.
2. The City of Deadwood desires to protect the scenic, historic, and small city character while emphasizing and preserving the community's historic past for future generations.
3. The City of Deadwood desires to promote the diversification of activities that will attract visitors all seasons of the year.
4. The City of Deadwood desires to support the enhancement and protection of our recreational and cultural amenities.
5. The City of Deadwood desires to protect the historic integrity and the natural environment of Deadwood.

I am requesting the following list of equipment to be purchased in the 2021 budget cycle:

- New patrol vehicle and needed equipment (light bar, RADAR, camera ect...) \$45,000
- Zuercher Mobile (Mobile CAD and Mobile RMS) \$1,400 for four computers total request \$5,600. This is the initial licensing fee paid to Zuercher and is a one time only fee.
- Zuercher Mobile software installation: \$1200.00
- Cellular service for four Toughbooks \$40 per month, total request \$1,920

Rapid Spa
141 E Omaha St
Rapid City, SD 57701

Quote

Section 10 Item c.

Quote ID: 33757
Customer ID: 10966
Employee ID: brad
Quote Expires: 5/26/2021

Location:

Deadwood Rec. Center
John Tridle
105 Sherman Street
Deadwood, SD 57732

Deadwood Rec. Center
John Tridle
105 Sherman Street
Deadwood, SD 57732
Cell (605) 580-1497
Home (605) 578-3729

Qty	Item	List Price	Unit Price	Discount	Total
1	SAUNA, RS 4X4 CUSTOM SAUNA - Traditional 4x4 Sauna	\$6,500.98	\$6,499.00	-\$500.00	\$5,999.00

Sub Total	\$5,999.00
Taxes	\$0.00
Total	\$5,999.00

CHANGE ORDER NO. 4 - FINAL

Date of Issuance: _____

Project: PCN X04P Lower Main St. Utility Improvement Project	Project Location: Deadwood, SD
Owner: The City of Deadwood 102 Sherman Street, Deadwood, SD 57732	Owner's Contract No.:
Engineer: ACES, 324 Saint Joseph Street, Suite 200, Rapid City, SD 57701	Project No: 171025/PCN X04P/NH014A(15)41
Contractor: Simon Contractors of South Dakota, PO Box 2720, Rapid City, SD	Date of Contract: December 12, 2018

The Contract Documents are modified as follows upon execution of this Change Order:

Final quantity adjustments following project completion.

Attachments: (List documents supporting change):

Final Change Order No. 4 – Final Project Quantity Adjustment breakdown

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,235,595.67

Increase from previously approved Change Orders
No. 1 to No. 3:

\$ 81,409.14

Contract Price prior to this Change Order:

\$ 1,317,004.81

Decrease of this Change Order:

\$ (56,099.43)

Contract Price incorporating this Change Order:

\$ 1,260,905.38

CHANGE IN CONTRACT TIMES:Original Contract ☐ Working days ☐ Calendar days

Completion (date): November 22, 2019

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Completion (days): N/A

Contract Times prior to this Change Order:

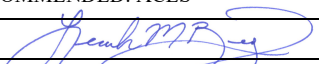
Completion (date): November 22, 2019

[Increase] [Decrease] of this Change Order:

Completion (days or date): N/A _____

Contract Times with all approved Change Orders:

Completion (date): November 22, 2019

RECOMMENDED: ACES	ACCEPTED: The City of Deadwood	ACCEPTED: Simon Contractors of SD
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 4/17/2021	Date: _____	Date: _____

PROJECT NAME: Lower Main Street Utility Improvement Project, Deadwood, SD

PROJECT NUMBER: PCN X04P

Final Change Order No. 4 - Final Project Quantity Adjustment

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL COMPLETED	FINAL QTY ADJUSTMENT	
				REDUCTION	ADDITION
1	Mobilization	\$107,100.00	\$107,421.30		\$ 321.30
2	Construction Staking	\$4,460.00	\$4,460.00		
3	Remove Concrete Curb and/or Gutter	\$3,348.00	\$7,827.50		\$ 4,479.50
4	Remove Curb Stop	\$1,560.00	\$1,040.00	\$ (520.00)	
5	Remove Manhole	\$890.00	\$0.00	\$ (890.00)	
6	Remove Manhole Frame and Lid	\$220.00	\$220.00		
7	Remove Asphalt Concrete Pavement	\$2,380.90	\$4,611.00		\$ 2,230.10
8	Remove Concrete Pavement	\$40,155.20	\$34,028.00	\$ (6,127.20)	
9	Remove Concrete Driveway Pavement	\$5,805.00	\$16,470.00		\$ 10,665.00
10	Remove Concrete Sidewalk	\$17,068.05	\$17,064.00	\$ (4.05)	
11	Remove Fire Hydrant	\$1,500.00	\$1,500.00		
12	Muck Excavation	\$1,622.50	\$1,713.36		\$ 90.86
13	Remove and Replace Topsoil	\$1,325.00	\$1,325.00		
14	Incidental Work	\$46,385.00	\$46,385.00		
15	Base Course	\$28,043.57	\$28,043.16	\$ (0.41)	
16	Asphalt Concrete Composite	\$3,794.70	\$3,527.13	\$ (267.58)	
17	8" Nonreinforced PCC Pavement	\$197,417.35	\$179,710.38	\$ (17,706.98)	
18	6" PCC Approach Pavement	\$14,849.50	\$13,090.00	\$ (1,759.50)	
19	Dowel Bar	\$39,382.50	\$36,089.50	\$ (3,293.00)	
20	Insert Steel Bar in PCC Pavement	\$17,029.20	\$14,922.40	\$ (2,106.80)	
21	18" Steel Pipe, Furnish	\$11,700.00	\$11,700.00		
22	Pipe Encasement	\$5,900.00	\$8,850.00		\$ 2,950.00
23	4" PVC Water Main	\$720.00	\$1,080.00		\$ 360.00
24	6" PVC Water Main	\$10,520.00	\$12,660.00		\$ 2,140.00
25	12" PVC Water Main	\$83,484.00	\$82,134.02	\$ (1,349.98)	
26	1" Copper Pipe	\$3,108.00	\$3,108.00		
27	2" Copper Pipe	\$4,294.00	\$2,881.50	\$ (1,412.50)	
28	24" PVC Sewer Pipe	\$9,262.50	\$8,970.10	\$ (292.40)	
29	12" x 4" Pipe Tee	\$840.00	\$840.00		
30	12" x 6" Pipe Tee	\$8,010.00	\$10,680.00		\$ 2,670.00
31	12" x 8" Pipe Tee	\$920.00	\$0.00	\$ (920.00)	
32	12" x 6" Pipe Cross	\$1,465.00	\$1,465.00		
33	1" Corporation Stop with Tapping Saddle	\$1,635.00	\$1,635.00		
34	2" Corporation Stop with Tapping Saddle	\$655.00	\$0.00	\$ (655.00)	
35	1" Curb Stop with Box	\$1,344.00	\$1,344.00		
36	2" Curb Stop with Box	\$720.00	\$720.00		
37	6" Pipe Bend	\$940.00	\$3,760.00		\$ 2,820.00
38	12" Pipe Bend	\$6,720.00	\$5,880.00	\$ (840.00)	
39	12" Pipe Coupling	\$6,160.00	\$770.00	\$ (5,390.00)	
40	6" Pipe Plug	\$1,230.00	\$615.00	\$ (615.00)	
41	6" Gate Valve with Box	\$8,790.00	\$13,185.00		\$ 4,395.00

ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL COMPLETED	FINAL QTY ADJUSTMENT	
				REDUCTION	ADDITION
42	12" Gate Valve with Box	\$21,350.00	\$21,350.00		
43	Tracer Wire Access Box, Type 1	\$588.00	\$735.00		\$ 147.00
44	Fire Hydrant with Auxillary Valve & Box	\$22,200.00	\$22,200.00		
45	Type 2 Foundation Material	\$630.00	\$843.78		\$ 213.78
46	Type 3 Foundation Material	\$3,649.15	\$0.00	\$ (3,649.15)	
47	Imported Trench Backfill	\$705.00	\$1,240.80		\$ 535.80
48	Pipe Bedding Material	\$6,495.30	\$12,519.57		\$ 6,024.27
49	Excavate Common Utility Trench	\$101,010.00	\$109,525.00		\$ 8,515.00
50	Rock Excavation, Trench	\$575.00	\$805.00		\$ 230.00
51	Utility Trench Compaction Testing	\$4,935.00	\$5,181.75		\$ 246.75
52	Bore and Jack 18" Pipe	\$26,910.00	\$26,910.00		
53	Reconnect Water Service	\$2,300.00	\$1,725.00	\$ (575.00)	
54	Connect to Existing Water Main	\$5,240.00	\$5,240.00		
55	Abandon Sewer Main	\$1,669.50	\$1,669.50		
56	Controlled Density Fill	\$2,100.00	\$6,375.00		\$ 4,275.00
57	Traffic Control Signs	\$1,478.25	\$1,478.25		
58	Traffic Control, Miscellaneous	\$1,670.00	\$1,670.00		
59	Type 3 Barricade	\$740.00	\$740.00		
60	Decorative Luminaire Pole	\$26,550.00	\$26,550.00		
61	Decorative Luminaire, 150 Watt	\$25,560.00	\$25,560.00		
62	Decorative Luminaire, LED	\$7,000.00	\$7,000.00		
63	2' Diameter Footing	\$9,072.00	\$9,072.00		
64	Miscellaneous, Electrical	\$8,450.00	\$8,450.00		
65	3" Rigid Conduit, Schedule 40	\$688.00	\$688.00		
66	1" Rigid Conduit, Schedule 80	\$6,225.00	\$6,764.50		\$ 539.50
67	2" Rigid Conduit, Schedule 80	\$1,754.40	\$1,754.40		
68	4" Rigid Conduit, Schedule 80	\$35,093.75	\$36,812.50		\$ 1,718.75
69	6" Rigid Conduit, Schedule 80	\$28,934.00	\$33,097.00		\$ 4,163.00
70	1/C #8 AWG Copper Wire	\$2,190.00	\$2,190.00		
71	1/C #10 AWG Copper Wire	\$945.00	\$945.00		
72	1/C #12 AWG Copper Wire	\$530.00	\$530.00		
73	Type B68 Concrete Curb and Gutter	\$7,992.00	\$1,757.50	\$ (6,234.50)	
74	4" Concrete Sidewalk	\$50,575.00	\$37,793.00	\$ (12,782.00)	
75	6" Concrete Sidewalk	\$55,720.00	\$33,816.00	\$ (21,904.00)	
76	60" Manhole	\$22,400.00	\$22,400.00		
77	Reconstruct Manhole	\$6,200.00	\$6,200.00		
78	Hydroseeding	\$490.75	\$490.75		
79	Fertilizing	\$41.60	\$41.60		
80	Mulching	\$1,000.00	\$1,000.00		
81	AASHTO T-180 Soil Test	\$185.00	\$0.00	\$ (185.00)	
82	Irrigation System	\$31,000.00	\$4,650.00	\$ (26,350.00)	
83	CCO #1	\$12,648.72	\$12,648.72		
84	CCO #2	\$35,280.06	\$35,280.06		
85	CCO #3	\$33,480.36	\$33,480.36		
TOTALS		\$1,317,004.81	\$1,260,905.38	\$ (115,830.04)	\$59,730.61

FINAL QUANTITY ADJUSTMENT, OVERALL REDUCTION: \$ (56,099.43)

ESTIMATE

FROM

Black Hills
Asphalt

P.O. Box 43
 Spearfish, SD 57783
 (605) 645-3437
 (605) 639-1242

DATE 4-20-21

JOB NAME _____

JOB # _____

LOCATION _____

Bill641-2874

TO

City of Deadwood
 miller st
 Deadwood, SD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
43,700	sq ft APPROX seal/coat clean + prep 2 coats	194	8303 ⁰⁰
1100	LF cracks clean + fill	1.30	1430 ⁰⁰
	1 paint package	950 ⁰⁰	950 ⁰⁰
			10,683
	Thanks Craig 639-1242	SD EXCISE TX	218 ⁰⁴
		<u>TOTAL</u>	10,901 ⁰⁴

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

ESTIMATE

FROM

Black Hills
Asphalt

P.O. Box 43
 Spearfish, SD 57783
 (605) 645-3437
 (605) 639-1242

DATE 7-20-21

JOB NAME _____

JOB # _____

LOCATION _____

Bill641-2874

TO

*CITY OF DEADWOOD
 History center*

QUANTITY	DESCRIPTION	PRICE	AMOUNT
24,000	sq ft SEAL/COAT clean + prep <u>2 coats</u>	194	4560 ⁰⁰
715	lin ft CRACKS clean + Fill	1.30	929 ⁵⁰
237	sq ft Mill + Patch BAD CRACKS 14" wide by 2"	7 ⁰⁰	1659 ⁰⁰
	17x4 Patch by west Entrance (68 sq ft)	7 ⁰⁰	476 ⁰⁰
	1 Paint Package		850 ⁰⁰
	Thanks Craig 639-1242		8474 ⁵⁰
	SP EXCURSY		172.96
	Total		8647⁴⁶

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

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



Kevin Kuchenbecker
Historic Preservation Office
DEADWOOD CITY HALL
108 Sherman Street
Telephone (605) 578-2600

MEMORANDUM

Date: April 29, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Pannier Graphics, Outdoor Interpretive Panels

The City of Deadwood Archives is requesting permission to enter into a contract with Pannier Graphics of Gibsonia, PA to develop five (5) 24 x 36" outdoor interpretive panels as part of Deadwood's downtown walking tour.

As part of this quote, the Historic Preservation Office would like to add four new panels to the downtown walking tour. These new panels are as follows: "*Reshaping the Badlands*"; "*South Deadwood Mining Camp*"; "*Wall & Main Street: Commercial Center*"; and "*Whitewood Creek a Short History*". Images of these signs have been attached to this memorandum.

The fifth sign is a reprint of the "*Civic Stability*" sign that was destroyed after a vehicle ran it over on Friday, April 9, 2021.

The Historic Preservation Commission reviewed this request at their April 28, 2021 meeting and recommend to the City Commission to enter into a contract with Pannier Graphics for the creation of five outdoor interpretive signs.

RECOMMENDATION

Move to enter into a contract with Pannier Graphics for the creation of five outdoor interpretive signs. The cost for this project will not exceed \$3,600.00 dollars and will come out of City Archives budget.



345 Oak Road . Gibsonia, PA 15044
724-265-4900 . 724-265-4300 (fax)
www.PannierGraphics.com

Section 10 Item g.

DATE: 4/23/2021

QUOTE: E000042317

City of Deadwood
108 Sherman Street
Deadwood SD 57732

Contact: Mike Runge
Phone: (605) 578-2082 x 2222
Email: michael.runge@cityofdeadwood.com
Project: Downtown Walking Tour / Civic Stability
Remake

Quantity	Description	Unit Price	Extended Price
5	36"w x 24"h x .090 Fiberglass Embedded (FE) Panels. All different. Single-faced. Matte finish. Square cut. No holes.	\$228.00	\$1,140.00
2	Aluminum Wall Mounted Frames for 36"w x 24"h Panels. Visual area will be 35"w x 23"h. Powder coated black with a textured finish.	\$331.00	\$662.00
3	Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23"h. Includes (2) 4" x 4" x 57" posts. Powder coated black with a textured finish.	\$490.00	\$1,470.00

Note: Pannier will use files from work order 94642 for Civic Stability Remake.

Sale Amount: \$3,272.00
Estimated Freight to 57732: \$250.00
Total Amount: \$3,522.00

TERMS AND CONDITIONS

- Pricing is based on receiving print ready files. For more information refer to our [File Preparation Guidelines](#). Completed files can be uploaded to our [FTP Site](#).
- One proof of each original will be submitted for customer's approval.
- Bulk packed and one shipment.
- Prices effective for 90 days.
- Delivery: 15-20 Business days after proof approval.
- Estimated freight does not include any special services such as a liftgate or delivery to a residential address. Freight will be delivered via an 18-wheeler truck.
- FOB: Gibsonia
- **Net 30 Days**

Robin Heddaeus

Robin Heddaeus
Vice President of Sales
724-265-4900 x220
rlh@pannier.com

Customer Acceptance/Date

Print Name and Title

HistoryLink

A TRAIL TO DEADWOOD'S PAST

DEADWOOD
SOUTH
DAKOTA
A National Historic
Landmark

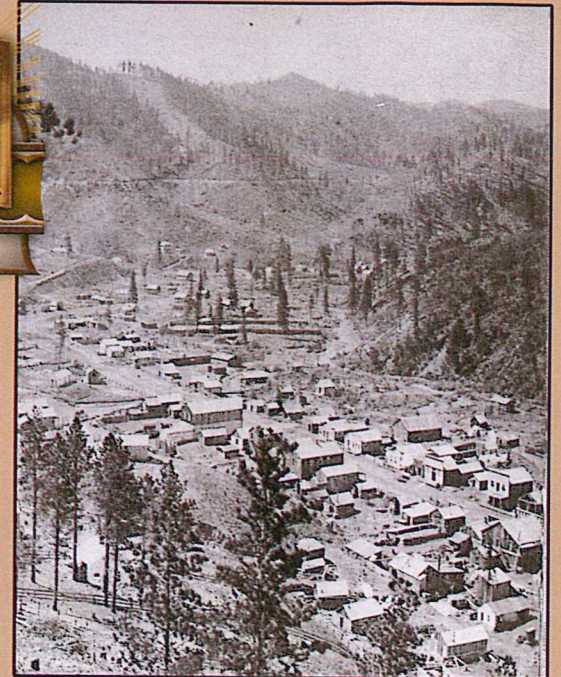


South Deadwood Mining Camp

"In every portion of the city the sound of hammer and saw is heard" was exclaimed by a local newspaper reporter on October 14, 1876 about the up and coming mining camp of South Deadwood. Situated in the narrow expanse of Whitewood Gulch, this mining camp encompassed the lots along Lee, Deadwood, Pine and Sherman Streets. Land speculators in July of 1876 platted South Deadwood with the intention of diverting business and revenue from Deadwood's Main Street. This venture worked as South Deadwood captured an assortment of commercial, religious and civil amenities including the first county hospital, post office, public school, First Congregational and Methodist churches and the county courthouse. In 1881 South Deadwood and the other adjacent mining camps were incorporated into the newly formed City of Deadwood.

By 1900 this area developed into the warehouse district in Deadwood. Numerous wholesale and retail businesses graced Sherman and Lee Streets including the Cudahy Packing Company (Est. 1915), John Treber Beer Depot (Est. 1892), Armour & Company Branch House (Est. 1912), Adams Brothers Company (Est. 1894), Black Hills Mercantile Company (Est. 1919), and the Fish & Hunter Company (Est. 1897). This district also contained two rival railroad company's passenger depots, the Burlington & Missouri and the Chicago & Northwestern.

Through Deadwood's Historic Preservation efforts, many of the commercial buildings within this area have been restored using the Secretary of the Interior's Standards for Rehabilitation.



South Dakota School of Mines & Technology

1879 South Deadwood mining camp along Sherman Street.



City of Deadwood Archives

1899 colored print of Sherman Street, former South Deadwood mining camp.

HistoryLink

A TRAIL TO DEADWOOD'S PAST

DEADWOOD
SOUTH
DAKOTA
A National Historic
Landmark



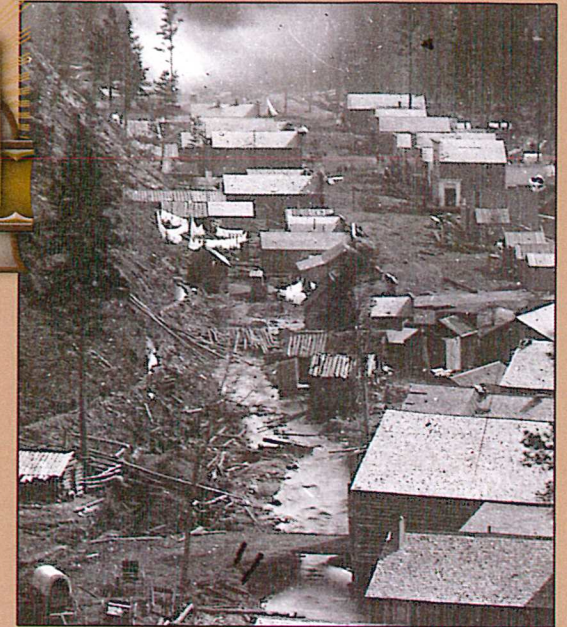
Whitewood Creek a Short History

From a century of pollution to a restored fishery, Whitewood Creek flows through Deadwood Gulch. Whitewood Creek drains 105 square miles of rugged, mountainous terrain from its watershed divide atop Terry Peak to its confluence with the Belle Fourche River. Eons of erosion deposited gold in the gravels along the creek from a rock outcrop near Lead, South Dakota. The 1875 discovery of this gold helped settle Deadwood Gulch; however, it came with a price.

Mining and chemical extraction of gold from the ore created large volumes of tailings and finely pulverized rock that were discharged directly into the creek. The gold processing mill before you (Slime Plant) is one of the gold extraction operations that dumped its waste directly into the creek. In addition, raw sewage from Lead and Deadwood was discharged into the creek, creating the conditions of horrible pollution.

Whitewood Creek has tormented Deadwood in the past, especially from rain-on-snow events, sending devastating floods through town destroying homes, businesses and lives in its path. Bulkheads made of rock, timber and later concrete were installed along its banks to tame and control the creek. In the mid-1960s a concrete box culvert system enclosed portions of Whitewood Creek beneath the main highway through town. In 1973 the Homestake Mine Slime Plant was closed, and the cleanup of the creek began.

A wastewater treatment plant was built in 1977 to receive and treat Lead-Deadwood's municipal sewage to clean water standards. The polluted waterway of Whitewood Creek was restored and once again is a natural aquatic ecosystem that supports fish and other wildlife along with adding aesthetic beauty to Deadwood Gulch.



City of Deadwood Archives

Above: May 1877 view of Whitewood Creek and South Deadwood Mining Camp.

Below: September 11, 1967 box culvert installation.



City of Deadwood Archives

HistoryLink

A TRAIL TO DEADWOOD'S PAST

DEADWOOD
SOUTH
DAKOTA
A National Historic
Landmark



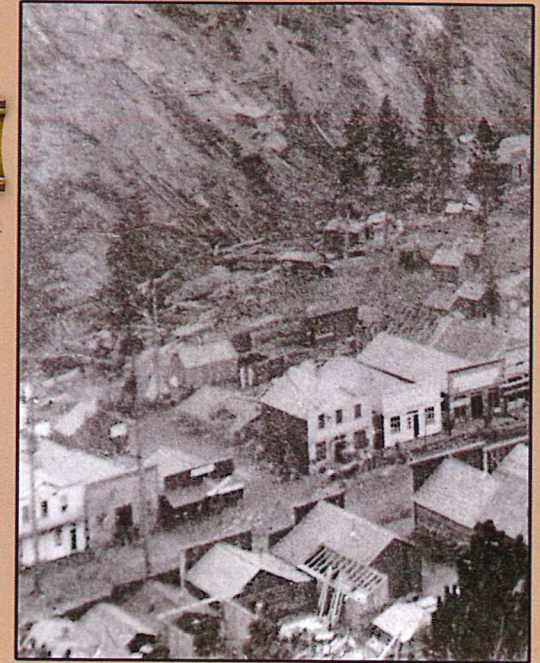
Wall & Main Street: Commerical Center

From 1876 to 1880, the junction of Wall and Main Street was the commercial center in Deadwood Gulch. Initially, Wall Street was situated on the southeast/northwest boundary of Placer Claims 13 and 14 above Discovery in the Whitewood Creek Mining District. Within two years these claims were patented as Mineral Surveys #38 (September 14, 1877) and #76 (March 12, 1878).

In four years, a variety of notorious commercial enterprises operated within 100 yards of this crossroad including the Al Swearingen's Gem Theater, Nutall & Mann's Saloon #10, a grocery, mercantile and bank specializing in gold dust under the management of James K.P. Miller and James McPherson and Star & Bullock's hardware. Wall Street served as one of three roads to the South Deadwood mining camp located in Whitewood Gulch. In time Wall Street became the center of action with a constant flow of people and animals traversing through this thoroughfare.

To protect their assets against the threat of fire, business partners Miller & McPherson and Star & Bullock built fire proof warehouses behind their buildings. Evidence of Star & Bullock's stone and brick fireproof vault and accompanying metal shutters can still be viewed today by along Wall Street.

On September 26, 1879 fire destroyed Deadwood's business district including the junction of Wall and Main Street. Within 10 years of this fire, Deadwood's economic center shifted to the junction of Lee and Main Street.



Historic Black Hills Studios

Junction of Main and Wall Street, fall of 1876.

SILVER WARE!
AT
STAR & BULLOCK
Cheaper than in the States
And Delivered to any Camp in the Black Hills FREE!

City of Deadwood Archives

Advertisement for Star & Bullock Hardware Store,
located at the corner of Wall and Main Streets.

HistoryLink

A TRAIL TO DEADWOOD'S PAST

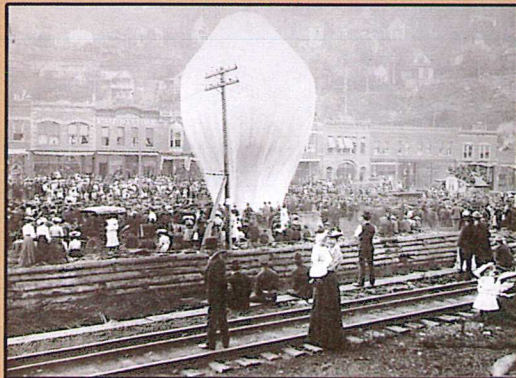
DEADWOOD
SOUTH
DAKOTA
A National Historic
Landmark



Deadwood History, Inc.

Above: Aftermath of the March 4, 1894 fire.

Below: 1903 ascension of a balloon along Main Street.
The buildings in this photograph exist today.



Deadwood History, Inc.

Reshaping the Badlands

Typical of Deadwood's history, fire has reshaped the downtown district. This particular city block of Main Street adjacent to you was once a ramshackle collection of wooden commercial structures. On the night of March 4, 1894, fire leveled this city block with an estimated \$100,000.00 in damages. Furniture dealer Sam Schwarzwald (620 Main Street) and Horace Clark and Mrs. Martha Bullock (616-618 Main Street) were among the first business owners to rebuild after the fire. By 1903 most of the buildings you see today were rebuilt using an assortment of fire resilient materials including brick, stone and mortar. Their facades provide a tapestry of late Victorian Era architectural styles.

Over the next 100 years, an assortment of businesses, some legal and illegal, graced the interiors of these buildings. Gambling, alcohol consumption, drug use and prostitution were among the illegal activities that occurred on the second and third floors of this block. The Brothel Museum at 610 ½ Main Street (former Shasta Rooms and Tan Door) discusses the history of one of Deadwood's vice. On May 21, 1980, all of Deadwood's brothels were raided and closed. Two years later on February 15, 1982, fire once again destroyed a portion of this block (Ranger Bar and Pam's Purple Door). These lots would remain vacant until the legalization of gaming.

In 1996 Olympia Gaming Group Inc. began discussions on reconstructing the facades of the Horace Clark (614 Main Street) and Apex (612 Main Street) buildings. South Dakota architect Spencer Ruff was hired to design facades in the likeness of these buildings following guidelines in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Known as "architectural infill", the new buildings seamlessly blend into the preexisting built environment. Upon completion of this project, a bronze plaque was mounted on the front of 612 Main Street.

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



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

MEMORANDUM

Date: August 29, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: City Archives Online Search Engine, Phase II

The City of Deadwood Archives is requesting permission to enter into a contract with Ferber Engineering of Rapid City, SD to begin Phase II of the City Archives online search engine. As part of this project, Ferber Engineering will:

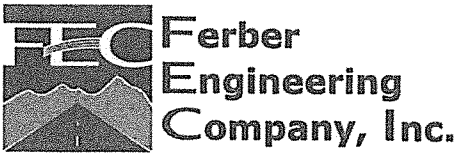
- Add the Lawrence County Tax Records and Letters Book tables to the search engine
- Add a "remember me" check box so users don't have to register repeatedly
- Edit and correct the preview ledger function
- Match the colors and images to parallel the other City webpages
- Add additional text to the homepage for better search engine results

The project proposal and details are attached for review.

The Historic Preservation Commission reviewed this request at their April 28, 2021 meeting and recommend to the City Commission to enter into a contract with Ferber Engineering for Phase II of the Online Search Engine Project for a cost not to exceed \$8,500 to be paid out of the 2021 City Archives line item.

RECOMMENDATION

Move to enter into a contract with Ferber Engineering for Phase II of the Online Search Engine Project for a cost not to exceed \$8,500.00 to be paid out of the 2021 City Archives line item.



April 21, 2021*

Mr. Michael Runge
City of Deadwood
108 Sherman Street
Deadwood, SD 57732
via email: michael.runge@cityofdeadwood.com

Re: Online Historical Records Search – Phase 2 – REV1

Dear Mike,

**Information that has changed since the proposal letter dated May 26, 2021 appears in italic print. Thanks for visiting with Michael and me on April 14, 2021. You indicated that you are ready to start Phase 2 of the Online Records Search project which was originally described in the body of this letter. Four additional items were discussed: adding a "remember me" check box so users don't have to register repeatedly; matching of colors and images to parallel the rest of the City's websites; getting the "preview ledger" to the correct page instead of the beginning of the book; and, adding text to the homepage for better search engine results. Correcting the "preview ledger" pagination will be considered a bug-fix at no additional charge. The other additional items will add \$500.00, bringing the total for the work described to \$8,500.00.*

Thanks for taking the time to visit with Michael Ward and me on May 12, 2020, to share information about additional records you would like to see incorporated in the online records search tool we have built. We appreciate the opportunity to put a proposal together for this work. The following summarizes much of what we spoke about:

What you have:

- Three additional tables in a Microsoft Access DB that represent Lawrence County Deed Receiving Books, Lawrence County Tax Records, and Funeral Home Records;

Auto Number	Book Title	Book Number	Page Number
1	Letters	01	2
2	Letters	01	2
3	Letters	01	3
4	Letters	01	3
5	Letters	01	4
6	Letters	01	4
7	Letters	01	5
8	Letters	01	5
9	Letters	01	5
10	Letters	01	7

- Scans of the above-named books in .pdf format – one .pdf per book:
 - Tax Records (13 .pdf files)
 - Funeral Records (2 .pdf files)
 - Letters Books (11 .pdf files)

Our Understanding of what needs to be done:

- You would like us to incorporate the additional tables and accompanying .pdf records into the existing online search we have built. The following steps will need to be performed:
 - Each book represented by one .pdf will need to be extrapolated into individual sheets appropriately named (we have not included time in this proposal to index any .pdfs that aren't currently. We can add this if you like. Otherwise, we'll assume that you will take care of that prior to the start of work);
 - Watermarks will need to be applied to each .pdf page;
 - Each page will need to be exported to individual .jpg files in three different sizes (to support the newspaper view); and,
 - Images, database and code revisions will need to be uploaded to the Amazon instance hosting the search.

We will continue to work with Smart Software Solutions, Inc. located in Pierre, SD, to complete the above described work.

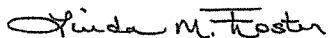
The above-described work again assumes that the City of Deadwood will be providing the infrastructure necessary to host the web interface changes and additional data (via existing AWS and Postgres/SQL framework).

Our estimate to complete the work as described is \$8,500.00.

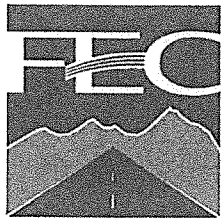
We understand this will likely be 2021 work. If/when you wish to pursue this work, please let us know and we will prepare a short-form agreement.

Thank you for the opportunity to provide this proposal for professional technical services. If you have any questions, comments or believe that any of the assumptions we have made should be modified please call 605-343-3311.

Sincerely,
Ferber Engineering Company, Inc.



Linda M. Foster, PLS, GISP
Senior Project Manager



**Ferber
Engineering
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying • GIS
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

AUTHORIZATION AND AGREEMENT FOR SERVICES

This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.

CLIENT INFORMATION:

Client Name: Deadwood - Historic Preservation Phone: 605-578-2082 Email: michael.runge@cityofdeadwood.com
Billing Address: 108 Sherman St
City: Deadwood State: SD ZIP: 57732
Contact Person (if different than Client): Michael Runge Title: Archivist

PROJECT INFORMATION:

Project Name: Online Records Search - Phase 2

Project Location: Deadwood, SD

Legal Description: N/A

Description of Work: Continue development of online records search as described in the attached proposal letter dated April 21, 2021.

Estimated Completion Date: July 31, 2021

BILLING ARRANGEMENTS:

An invoice will be sent upon completion of the work for a fixed-fee of \$8,500.00

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.

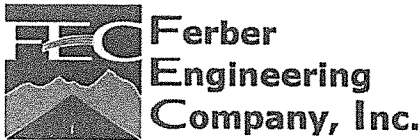
SIGNATURES:

CLIENT (Person Responsible for Payment)

Date: _____

CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

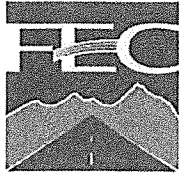
Date: 4/22/21



GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, FEC may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that FEC's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC.
9. All products and documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

Effective Date – February 7, 2020



**Ferber
Engineering
Company, Inc.**

- Civil Engineering
 - Geospatial Solutions
 - Water Resources
 - Transportation
 - Land Surveying

EXHIBIT A

2021 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$160.00
Principal Professional Engineer/Professional Land Surveyor	\$160.00
GIS Professional/Professional Land Surveyor	\$140.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$120.00
Professional Engineer II	\$110.00
Professional Engineer I	\$100.00
Graduate Engineer III	\$95.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$75.00
Senior Technician	\$105.00
Technician III	\$85.00
Technician II	\$75.00
Technician I	\$65.00
Drafter II	\$95.00
Drafter I	\$70.00
Office Manager	\$95.00
Clerical	\$60.00
Mileage	\$ 0.58

ORDINANCE NUMBER 1324
TO AMEND CHAPTER 9.12.040 CONDUCT PROHIBITED IN PUBLIC

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 9.12.040 AS FOLLOWS:

9.12.040 Conduct prohibited in public.

A. It is unlawful for any person or entity maintaining, owning or operating any public place to operate and knowingly, or with reason to know, permit or allow any person to appear nude in such public place or to permit unlawful touching as prohibited by subsection B of this section.

B. It is unlawful for any male or female dancer, stripper or performer to engage in any physical contact with patrons or customers while dancing or performing, to include but not limited to, placing of money in the dancers' or strippers' wearing apparel. All such dancers or performers shall be confined to a stage or designated area separate and apart from the seating area for patrons and customers.

C. It is a violation of this chapter for any person or entity to refuse admittance, without fee, to any on-duty police officer at any time when patrons or customers remain in the premises.

D. It is unlawful for any person to urinate or defecate onto any sidewalk, street, alley, other public place or in a place exposed to public view.

E. It is unlawful for any person to possess or ingest cannabis on any form of public transportation.

F. It is unlawful for any person or entity maintaining, owning or operating any public place to operate and knowingly, or with reason to know, permit or allow any person possess or ingest cannabis in any public place or any place that is open to the public.

Dated this 17th day of May, 2021

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: May 3, 2021
 Second Reading: May 17, 2021
 Published: May 20, 2021
 Adopted: June 9, 2021

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 4/21/2021

Organization: Black Hills Shootist Assc. LTD

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

<input type="checkbox"/> Chartered veterans' organization <input checked="" type="checkbox"/> Charitable organization <input type="checkbox"/> Fraternal organization <input type="checkbox"/> Political party <input type="checkbox"/> Political action committee or any committee on behalf of any candidate for political office	<input type="checkbox"/> Religious organization <input type="checkbox"/> Educational organization <input type="checkbox"/> Local civic or service club <input type="checkbox"/> Volunteer fire department
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Contact Information:

Name: Thomas Hanson

Address: PO Box 79, Piedmont, SD 57769

Phone #: 605-787-2989

Email: tom.hanson@rap.midco.net

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: April (2021) thru Drawing 09/11/2021

Date of Raffle Drawing: 09/11/2021

Value of Raffle Prize: 3,000.00

Proceeds will benefit: Various non-profit groups

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____

TRI-CITY SPRING CLEAN UP

LEAD • DEADWOOD • CENTRAL CITY • LAWRENCE COUNTY

Monday, May 17 through Saturday, May 22

City crews will be assisting with cleanup at this time

The Tri City Rubble Site will be open for **FREE** dumping each of these days from 8:00 AM to 4:00 PM.

Deadwood, Lead, Central City and Lawrence County residents may use the

Rubble Site free of charge for those 6 days. **Residential loads only for free dump usage.**

ALL COMMERCIAL VEHICLES AND TRAILER LOADS MAY STILL DUMP AT THE USUAL RATE.

ABSOLUTELY NO RAW HOUSEHOLD GARBAGE, PAPER, CARDBOARD, PLASTIC, CLOTHING, ASBESTOS, CHEMICALS OR HAZARDOUS/TOXIC/OR MEDICAL WASTE WILL BE ALLOWED.

Items that are acceptable include: trees, wood, brush, yard waste, concrete, asphalt,

asphalt shingles, rock, clean soil, iron, steel, metals, batteries,

tires, sheetrock, vehicles, white goods and furniture.

All loads taken to the Rubble Site **must be sorted**. All waste must be placed in its designated places.

Loads must be sorted as follows:

1. Wood, trees, brush, burnable construction debris (not containing plastic, sheetrock, asphalt shingles, insulation or any metals)
2. Metals (iron, steel, aluminum, white goods, appliances, etc.)
3. Asphalt, concrete, rock, gravel
4. Furniture, mattresses, sheetrock, asphalt shingles, styro-foam, fiberglass insulation, tar paper
5. Yard waste, grass clippings, leaves, vines, wood chips, etc.
6. Clean dirt, top soil
7. Vehicles FREE with title

If the load is mixed and the individual hauling the load will not sort it, the load will NOT be allowed in the dump.

TIRES ON RIMS WILL NOT BE ACCEPTED! EXCEPTIONS WILL NOT MADE.

There are a few items for which residents will have to pay a fee to dump. They are as follows:

- Appliances which are not tagged by a licensed Freon remover \$40
 - Old tube-style (CRT) televisions \$10
- Tires
 - Car tires up to 15 inches \$3
 - Truck tires up to 16 inches \$5
 - Truck tires up to 20 inches \$25
 - Tractor or loader tires \$25
- If a Deadwood/Lead resident is unable to haul items to the Rubble Site (due to age, physical limitations, etc.), they can call the Public Works Department 578-3082 for Deadwood and 584-1401 for Lead, to arrange for City crews to pick up their items. City crews will be conducting curbside pickup Monday, May 17 through Friday, May 22 for those who call in by 12:00 Noon on Thursday, May 21. The items to be picked up must be curbside and sorted properly.
 - **If the items are not sorted they will not be picked up.**

THE CITY CREWS WILL PICK UP ITEMS ONLY IF THE RESIDENT IS INCAPABLE OF HAULING THESE ITEMS TO THE RUBBLE SITE ON THEIR OWN.

All Deadwood/Lead residents can have their tires picked up curbside by paying for their disposal at Deadwood or Lead City Halls and bringing the receipt to the Rubble Site

If arrangements haven't been made to pick up tires,

the resident will be responsible for getting them to the Rubble Site.

For additional information, please call 578-3082 in Deadwood or 584-1401 in Lead