



# City Commission Regular Meeting Agenda

Monday, May 19, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of May 5, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for May 19, 2025.

5. **Items from Citizens on Agenda**

- a. Permission to accept Mayor's appointment of Charles Eagleson to the City Commission effective May 19, 2025 for a one-year term.
- b. Swear In and taking Oath of Office  
Commissioner - Charles Eagleson
- c. Permission to accept Mayor's appointment of Jim Williams to the Planning and Zoning Commission effective May 21, 2025 to fill the unexpired seat of Charles Eagleson. Term will expire December 31, 2027.
- d. Commission Department Appointments

Charlie Struble-Mook - Commissioner of Finance & Revenue and Public Safety (Police & Fire)

Sharon Martinisko - Commission President, Commissioner of Parks, Recreation & Events, Chamber of Commerce Representative and Council of Local Governments Representative

Michael Johnson - Commissioner of Parking & Transportation, Library Representative and Deadwood History Board Member

Blake Joseph - Commissioner of Historic Preservation and Planning & Zoning

Charles Eagleson - Commissioner of Public Works & Utilities

6. **Consent Agenda**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the

Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business.

- a. Permission to remove Billy Fritze, Mt Moriah ticket booth attendant from payroll effective May 6, 2025.
- b. Permission to accept retirement letter from Streets Superintendent, James Lee, effective May 23, 2025. (34 years of service to the City of Deadwood)
- c. Permission to hire Addison Long and Caleb Vrem as seasonal lifeguards at \$16.50 per hour effective May 22, 2025 pending pre-employment screening.
- d. Permission to Hire John Backlund as seasonal trolley driver at \$17.15 per hour effective May 27, 2025 pending pre-employment screening.
- e. Permission to hire August Rodiack for Seasonal Library Assistant I (up to 40 hours per week) at \$16.00 per hour effective May 21, 2025 pending pre-employment screening.
- f. Permission to hire Landen Mattson and Finn Cain as Seasonal Parks Technician at \$17.00 per hour effective May 22, 2025 pending pre-employment screening.
- g. Resolution 2025-13 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 25 and 26, 2025.
- h. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Darrick Schumacher.
- i. Permission for Mayor to sign Permanent Utility Easement with Northern Hills Transport to maintain underground utilities along the Welcome Center Boardwalk legally described as Portions of P.L. Rogers Map Lots including portions of School Lot No. 4, School Lot No. 3, Probate Lot 204, Probate Lot 227, Probate Lot 302, and Probate Lot 91, all located in Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.
- j. Permission to accept property transfer from Southside Service, Inc. legally described as Tract 2 and Dedicated Public Right of Way of Mollman Subdivision, City of Deadwood, Lawrence County, South Dakota, located in the NE 1/4 of Section 27, T5N, R3E, BHM according to Plat Document #2025-1600.
- k. Permission for Mayor to sign Warranty Deed for Mollman Subdivision property transfer legally described as Tract 1, City of Deadwood, Lawrence County, South Dakota, located in the NE 1/4 of Section 27, T5N, R3E, BHM according to Plat Document #2025-1600.
- l. Permission for the Mayor to sign temporary construction and permanent utility easements associated with the Highway 85 water redundancy project with the following land owners: DBUH, LLC; Kanti Patel; Gary Nelson, Trustee; Twin City Fruit LLC.
- m. Permission for the Mayor to sign notice of award, contract and payment bond with Underground Construction LLC for Highway 85 Drinking Water Redundancy Project at a cost of \$1,684,993.00. (Project awarded May 5, 2025).

- n. Permission for Mayor to sign contract with Western Construction, Inc. for construction of the Deadwood Hill Trailhead Parking Lot at a cost of \$1,006,911.00. (Project awarded on April 21, 2025. To be paid by Parking & Transportation Improvements line item.)
- o. Permission for Mayor to sign agreement with Catering by Dave for Event Center Concessionaire and rental of professional kitchen on a year-round basis through December 31, 2029.
- p. Permission for Mayor to sign contract with Stone Land Services in the amount of up to \$15,000.00 for the ongoing creation of a database of title research for ownership early Deadwood properties within the core district of the National Historic Landmark. (To be paid by HP Public Ed line item.)
- q. Permission to approve grant application from Broken Boot Gold Mine for a Not-for-Profit Grant in the amount of \$25,463.64 for repairs to exit tunnel to mine. (Approved by HPC on 05-14-2025)
- r. Permission to approve Not-for-Profit Grant application from Days of '76 Inc. for log staining, repairs and replacement in the amount of \$16,710.00. (Approved by HPC 05-14-2025)
- s. Permission to allow Mike Klamm, Sarah Van Tassel, John Beck and Steven Schramm to travel in city vehicle on June 12-14, 2025 to Watertown for SD Fire School. Expenditures not to exceed \$785.00. (To be paid by Fire Dept travel line item.)
- t. Permission to pay Wareing Ford for trolley spark plugs, coil assemblies and ignition wires in the amount not to exceed \$3,121.36. (To be paid by Trolley Repairs line item.)
- u. Permission pay Jerry Greer's Engineering Auto for six new tires for Engine 2 in amount not to exceed \$4,271.68. (To be paid by Fire Dept repair line item.)
- v. Permission to pay Sontech for an in-car patrol computer to include mounting hardware and install in the amount not to exceed \$5,309.65. (To be paid by Police equipment line item.)
- w. Permission to pay Premier Surfaces to replace the granite surface railing at Outlaw Square in an amount not to exceed \$6,113.06. (To by paid by Public Buildings repair line item.)
- x. Permission to hire Schmidt Construction to pour 25'x14' concrete pad under main Days of '76 grandstands in amount not to exceed \$4,920.00. (To be paid by HP Capital assets line item.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Red Knights Visit: Use of Quest Lot from 4:00 p.m. to 9:00 p.m. on Friday, June 27, 2025.
- b. Hold public hearing for Days of '76 Events: street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 25

and Saturday, July 26; open container Thursday, July 17 through Monday July 28 from 10:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 20 through Saturday, July 26 from 10:00 a.m. to 11:00 p.m. daily and waiver of user fees Wednesday, July 16 through Monday, July 28 at the Event Complex.

- c. Hold public hearing for Harley Davidson Demo Rides: Use of Welcome Center Lot on Tuesday, July 29 at 9:00 a.m. through 10:00 p.m. on Friday, August 8, 2025, will be set up on Pioneer Way side of lot.
- d. Hold public hearing for Harley Davidson Rally Outlaw Square Activation: open container in Zone 4, Outlaw Square only from 10:00 a.m. to 7:00 p.m. on the following days: Saturday, August 2, Sunday, August 3, Tuesday, August 5, Wednesday, August 6, Thursday, August 7 and Saturday, August 9; open container in Zone 4, Outlaw Square only from 3:00 p.m. to 7:00 p.m. on Monday, August 4 and open container in Zone 3 from 10:00 a.m. to 7:00 p.m. on Friday, August 8, 2025.
- e. Hold public hearing for Medicine Wheel Riders: Use of Interpretive Lot from 8:00 a.m. to 6:00 p.m. on Sunday, August 3, 2025.
- f. Hold public hearing for The Drifters Concert: open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Tuesday, August 19, 2025.
- g. Hold public hearing for Deadwood Jam Event: open container in Zones 1 and 2 on Friday, September 19 from 5:00 p.m. to 10:00 p.m. and Saturday, September 20 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 18 to 3:00 a.m. on Sunday, September 21; street closure on Siever Street from 6:00 a.m. to 10:00 p.m. each day on Friday, September 19 and Saturday, September 20 and waiver of banner and vending fees on Friday, September 19 and Saturday, September 20, 2025.
- h. Set public hearing on June 2 for Convention Center (on-sale) Liquor (CL-15404), Package (off-sale) Liquor (PL-4522), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2609) and Retail (on-off sale) Wine and Cider (RW-6401) License transfers from Earnest Hospitality LLC to Hospitality Management, LLC dba Deadwood Gulch Resort.

## 9. **Old Business**

- a. Permission for Mayor to sign Lease Agreement with Deadwood Gulch Lodge, LLC for overflow parking from May 15, 2025 to October 15, 2025 on the Slag Pile. (Lease of \$30,000.00 to be paid by BID 8) (Continued from May 5, 2025)
- b. Permission for Mayor to sign agreement with Alpha 6 Inc. for Automated Teller Machines throughout City properties. (Continued from May 5, 2025.)

## 10. **New Business**

- a. Act as the Board of Adjustment and Approve/Deny the continued use - Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 771 Main Street – Tucker Inn, legally described as Lots 7 and 8, Block 24, Original Town, City

of Deadwood, Lawrence County, South Dakota. (Approved by the Planning & Zoning Commission on May 7, 2025)

- b. Act as Board of Adjustment and Approve/Deny continued use - Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 768 Main Street – The Jordans, legally described as Part of Lots 46 & 47, Block 23, Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission May 7, 2025)
- c. Act as Board of Adjustment and Approve/Deny continued use Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 29 Van Buren Avenue – Victorian on Van Buren, legally described as The southerly 57 feet of Lots 21, 22, 23 and 24, Block 50, Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission May 7, 2025)
- d. Review 2024 Unaudited Annual Report for the City of Deadwood.
- e. Permission to hire Sacrison Paving for mill, overlay and striping of Interpretive Lot at an amount not to exceed \$57,396.60 (To be paid by Parking & Transportation repair line item).
- f. Permission to pay Black Hills Asphalt for crack seal on selected streets in the amount not to exceed \$9,734.71. (To be paid by Streets repair line item.)
- g. Permission to sign five year lease for a 2025 Caterpillar 938 Wheel Loader from Butler Machinery at a total cost of \$199,658.81 including trade-in of 2019 Caterpillar 938M. (To be paid by Streets equipment line item.)

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

- a. Raffle permit received from Red Knights International Motorcycle Club. Drawing will be held June 28, 2025.
- b. Public Notice to cut noxious weeds and tallgrass regulations.

#### 12. **Executive Session**

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

#### 13. **Adjournment**

This will be a public Meeting conducted through Zoom. Login name is required to join the meeting.

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

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

**REGULAR MEETING, MAY 5, 2025**

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

City Attorney Riggins administered the Oath of Office to newly elected Mayor Charlie Struble-Mook.

Mayor Ruth Jr. left his post at this time, and Charlie Struble-Mook assumed her duties as Mayor.

Mayor Struble-Mook read a proclamation declaring Thursday, May 8, 2025 as David R. Ruth Jr. Day in the City of Deadwood and presented out-going Mayor Ruth Jr. with a plaque for his years of service on behalf of the City of Deadwood. Ruth Jr. thanked city staff, family, both current and previous commissioners that he has served with and most importantly the community of Deadwood.

The Regular Session of the Deadwood City Commission convened on Monday, May 5, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph and Sharon Martinisko. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Johnson seconded to approve the minutes of April 21, 2025. Roll Call: Aye-All. Motion carried.

**APRIL 2025 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$25,009.45; PUBLIC BUILDINGS, \$7,913.96; POLICE, \$85,134.62; FIRE, \$6,816.54; BUILDING INSPECTION, \$5,574.64; STREETS, \$35,930.30; PARKS, \$30,993.08; PLANNING & ZONING, \$4,082.10; LIBRARY, \$8,107.11; RECREATION CENTER, \$22,198.62; HISTORIC PRESERVATION, \$20,952.85; WATER, \$21,071.95; PARKING METER, \$17,808.30; TROLLEY, \$17,010.42; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$315,712.22.**

**APRIL 2025 PAYROLL PAYMENTS:**

Internal Revenue Service, \$74,654.19; S.D. Retirement System, \$37,637.22; Delta Dental, \$3,820.80.

**APROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the May 5, 2025 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	730.99
A-Z SHREDDING	SERVICE	54.55
ACE HARDWARE OF LEAD	SUPPLIES	291.75
AMAZON CAPITAL	SUPPLIES	1,717.79
ATCO INTERNATIONAL	SUPPLIES	352.00
AUTO VALUE	SUPPLIES	2,113.53
BADGER METER	SERVICE	178.50
BARCO PRODUCTS	BENCH	1,452.89
BECK'S NURSERY	SUPPLIES	269.97
BICKLE'S TRUCK & DIESEL	SERVICE	618.30
BH CHEMICAL	SUPPLIES	2,120.69
BH ENERGY	SERVICE	28,086.97
BH LIBRARY CONSOR	SERVICE	2.54
BH WINDOW CLEANING	SERVICE	3,376.00
BLUEPEAK	SERVICE	2,822.17
BOMGAARS	SUPPLIES	1,385.52
BRANDON INDUSTRIES	PROJECT	6,532.00
BROWN, PATRICIA	REIMBURSEMENT	55.61
CENTURY BUSINESS PRODUCTS	CONTRACT	169.22
DEADWOOD CHAMBER	BID 8	10,150.00
DEADWOOD CHAMBER OUTLAW	BID 9	60,000.00
DEADWOOD CUSTOM CYCLES	SERVICE	543.78
DVFD	REIMBURSEMENT	445.31
DEADWOOD GAMING	BID 8	10,000.00
DEADWOOD GULCH LODGE	BID 8	30,000.00
DEADWOOD HISTORY	SERVICE	1,503.33
DOUBLE H MASONRY	SERVICE	22,720.00
FIRST NET	SERVICE	240.24
GOLDEN WEST	SERVICE	24,927.46
HAWKINS	SUPPLIES	1,191.97
HIGH PLAINS REMODELS	PROJECT	9,850.00
HOMETOWN MANUFACTURING	SUPPLIES	1,023.99
IPS GROUP	SERVICE	8,586.64
JOE DIRT SEPTIC & DRAIN	SERVICE	351.00
KNECHT	SUPPLIES	180.74
LAWRENCE CO. AUDITOR	SERVICE	409.53

REGULAR MEETING, MAY 5, 2025

LIBBY PRODUCTIONS	BID 8	60,000.00
LYNN'S	SUPPLIES	71.42
MARCO	CONTRACT	168.90
MED-TECH RESOURCE	SUPPLIES	2,452.32
MENARD'S	SUPPLEIS	3,655.52
METERING & TECHNOLOGY SOL	SUPPLIES	3,483.54
MID STATE WELDING	SERVICE	4,060.65
MIDWEST TAPE	SUPPLIES	26.99
MDU	SERVICE	12,525.41
MS MAIL	SERVICE	1,135.74
MUTUAL OF OMAHA	INSURANCE	348.94
NORTHWESTERN POWER EQUIPM	SERVICE	10,963.50
PETTY CASH	MT MORIAH	1,000.00
PINNACLE CARPET CLEANING	SERVICE	240.00
PONDEROSA LAND SURVEYS	SERVICE	3,441.25
QUIK SIGNS	SERVICE	565.78
S AND C CLEANERS	CLEANING	9,129.00
SCHRAMM, STEVE	REIMBURSEMENT	90.00
SCHUMACHER, DEVON	REIMBURSEMENT	312.69
SD ASSN. OF CODE ENFORCEME	TRAINING	225.00
SD DEPT. OF AGRICULTURE	SERVICE	100.00
SD DEPT. OF REVENUE	SERVICE	12,194.42
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	321.90
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE HISTORICAL SOCIETY	MEMBERSHIP	1,855.00
SHERWIN WILLIAMS	SUPPLIES	50.45
SIOUX FALLS RUBBER STAMP	SUPPLIES	39.70
SODAK TITLE	SERVICE	120.00
SOUTHSIDE SERVICE	SERVICE	35.00
STURGIS RESPONDER SUPPLY	UNIFORMS	435.16
TOLAR, JESSICA	REIMBURSEMENT	56.28
TOWEY DESIGN GROUP	SERVICE	10,230.02
VERIZON WIRELESS	SERVICE	724.05
VIEHAUSER ENTERPRISES	SERVICE	110.98
WATERS HARDWARE	SUPPLIES	4,107.13
WATERS HARDWARE	GRANTS	599.55
WESTERN STATES FIRE	SERVICE	1,075.00
WHEELER LUMBER OPERATIONS	SERVICE	200.00
		Total \$380,636.27

CONSENT

Martinisko moved, Johnsons seconded omit Items M and N for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to hire Archives Intern, Samantha Hamann, beginning May 12, 2025 to August 31, 2025 at \$16.50 per hour pending pre-employment screening.
- B. Permission to accept resignation from archives intern Holden Owens effective April 23, 2025.
- C. Permission to hire John Thomas Gifford as Seasonal Fire Technician at \$16.00 per hour effective May 27th, 2025 pending pre-employment screening.
- D. Permission to Hire Randi Coddington as (returning) seasonal trolley driver at \$18.00 an hour effective May 9, 2025 pending pre-employment screening.
- E. Permission to increase Officer Robert McGavran pay from \$25.67 to \$28.40 effective April 15, 2025 after completion of South Dakota Law Enforcement training reciprocity.
- F. Permission to remove Kevan Derby, Seasonal Parks Technician, from payroll effective April 24, 2025.
- G. Permission to move Baylee Radensleben from temporary lifeguard to part-time lifeguard at \$16.50 per hour effective May 9, 2025.
- H. Permission to remove part-time lifeguard John Campbell from payroll effective May 1, 2025.
- I. Permission to allow Charles Fetter and Melanie Bond to attend Salamander Credentialing class in Rapid City on May 6, 2025 with use of a city vehicle.
- J. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Matt and Devon Fenner.
- K. Permission to make first-half of 2025 Budget Allocation to Deadwood-Lead Economic Development in the amount of \$19,000.00. (To be paid from Bed and Booze budget.)
- L. Renew 2025-2026 Malt Beverage Licenses, pending payment of property tax and BID taxes.

2025-2026 RETAIL (ON-OFF SALE) MALT BEVERAGE

47 North LLC, Serving Time Event Center, 29 Lee Street, RB-30344  
Aces Full Inc. Mr. Wu’s, 560 Main St, RB-2416  
Angels Uncocked, Angels Uncorked, 732 Main Street, RB-30199  
Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530

**REGULAR MEETING, MAY 5, 2025**

Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,  
 Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831  
 Boondocks, LLC, Mr. Good Stores, 622 Main Street, RB-30153  
 Boondocks LLC, Happy Days, 639 Main St., RB-25536  
 B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894  
 Celebrity Hotels Inc., Celebrity Hotel, 629 Main St., RB-26808  
 Chubby Chipmunk Hand-Dipped Chocolates LLC, Chubby Chipmunk Hand Dipped  
 Chocolates, 420 Cliff St., RB-25696  
 Dakota Shivers Brewing Inc., Tootsie's Taproom, 667 Main Street, RB-29578  
 DBUH LLC, Bullock Hotel, 633 Main St., RB-2445  
 Deadwood DDG LLC, Black Hills Deadwood, 11484 US HWY 14A, RB-27687  
 Deadwood Hospitality BHCI, LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,  
 Deadwood Hotels LLC, Four Points by Sheraton, 575 Main St., RB-27807  
 Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-  
 25533  
 Deadwood Main LLC, The Vault, 696 Main Street, RB-29580  
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant, 137 Charles St, RB-27540  
 Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227  
 Deadwood Tobacco Co., Deadwood Tobacco, 715 Main St., RB-2108  
 DHIH LLC, Rocksino, 685 Main St, RB-21688  
 Door 4, LLC, Fairmont Hotel and Oyster Bay, 628 Main St., RB-2597  
 Ernest Hospitality LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609  
 Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389  
 First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584  
 Gold Country LLC, Gold Country Inn, 801 Main St., RB-2521  
 Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391  
 Gold Run LLC, Super 8, 196 Cliff St., RB-26486  
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593  
 Historic Deadwood Convention Facility, Historic Deadwood Convention Facility, 33  
 Deadwood St., RB-27826  
 Hunny Bunnies LLC, Deadwood Outfitters and Topsy Buffalo Bar, 653 Main Street, RB-  
 29918  
 Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771  
 Jacobs Gallery Inc., Jacobs Gallery, 670 Main St., RB-25948  
 Jacobs Restaurant Inc., Jacobs Restaurant, 79 Sherman Street, RB-29452  
 Madame Peacock's LLC, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527  
 Main Street Espresso LLC, Main Street Espresso, 652 Main Street, RB-29901  
 Michelle's Tacos Deadwood, Michelle's Tacos Deadwood, 622 Main Street, RB-28262  
 Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576  
 Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405  
 Nugget Saloon LLC, Eagle Bar/Badlands & Brothel Bar, 604-610 Main Street, RB-30198  
 Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466  
 Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531  
 Pandoras Box, LLC, Dakota Gunslingers, 669 Main St., RB-21255  
 Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725  
 Pony Hills LLC, The Venue at Deadwood, 250 US HWY 14A, RB-29972  
 Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772  
 Salon 14-A LLC, Salon 14-A, 250 US HWY 14A, RB-27314  
 SGMSD, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329  
 SGMSD, LLC, Historic Franklin Hotel, 700 Main St., RB-2659  
 SGMSD, LLC, Silverado, 709 Main St., RB-2512  
 Sportsbook Deadwood, LLC, The Landmark Casino, 51 Sherman Street, RB-29205  
 Terzo Spazio, LLC, Pump House, 73 Sherman St., RB-25694  
 The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693  
 Waufle Travel LLC, Deadwood Day Spa, 93 Sherman St., RB-27363  
 Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024

- M. Removed for separate consideration in New Business.
- N. Removed for separate consideration in New Business.
- O. Permission for the Mayor to sign warranty deed for Railroad Lot to South Dakota Department of Transportation for land trade.
- P. Permission for the Mayor to sign the Certificate of Real Estate Value for the Lodge as part of the surplus and sale of real property.

**REGULAR MEETING, MAY 5, 2025**

- Q. Permission to award First Baptist Church in Deadwood a Not-For-Profit Grant in the amount of \$26,787.35 per submitted application for restoration of exterior window frames and installation of storm windows.
- R. Permission to renew Foundant Technologies software subscription in the amount of \$11,880.00 for a two-year licensing agreement. (To be paid by HP Revolving Loan budget).
- S. Permission to purchase four (4) Multi-space Main Operating Boards with LCD screens from IPS in an amount not to exceed \$3,846.04 to replace sun-damaged screens in parking kiosks in the Miller Street Lot, Interpretive Lot, Upper Main Street, and Railroad Street Lot (To be paid by Parking & Transportation repairs line item).
- T. Permission to purchase sign poles for the side street area from Brandon Industries in an amount not to exceed \$4,216.00 (To be paid by Parking & Transportation improvements line item.)
- U. Allow use of public property for Mustang Rally: use of Sherman Street Lot Thursday, August 28, 2025. (Recommendation from Parking & Transportation and Events Committees.)
- V. Allow use of public property at the Event Complex on Thursday, September 18 through Saturday, September 20, 2025 for Black Hills Jeep Jamboree. Fees and Deposit have been received.

**BID ITEMS****Results**

Mayor Struble-Mook stated 1bid was received for the RFP for Deadwood Event Complex Concessionaire:

Catering by Dave - \$1,000.00 monthly rental plus utilities, 10% of Concessionaire's gross receipts.

Public Works Director Stalder spoke about the RFP and recommends approval. Discussion was held concerning utilities. Johnson moved, Martinisko seconded to approval Catering by Dave for the Deadwood Event Complex Concessionaire at \$1,000.00 monthly rental plus utilities and 10% of Concessionaire's gross receipts. Roll Call: Aye-All. Motion carried.

**Results**

Mayor Struble-Mook stated 6 bids were received for the Hwy 85 Drinking Water Expansion Project (Railroad Avenue Water Redundancy) on April 29, 2025 at 2:00 as advertised. Bid Bonds and Acknowledgment of Addendum 1 were included.

Underground Construction - \$1,684,993.00  
 Simon Contractors of SD - \$1,872,392.00  
 Mainline Contracting - \$2,111,563.45  
 Flatland Enterprises - \$2,204,170.50  
 Hayworth Enterprises - \$2,255,114.00,  
 Lidel Construction - \$2,476,755.95

Stalder spoke about the project and recommends approval. Martinisko moved, Joseph seconded to award bid to Underground Construction in the amount of \$1,684,993.00 for the Hwy 85 Drinking Water Expansion Project (Railroad Avenue Water Redundancy.) Roll Call: Aye-All. Motion carried.

**Advertise**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Joseph seconded to advertise for 114 McGovern Hill Drive (Project No. 25-080) retaining wall project and set bid opening on May 29, 2025 at 2:00 p.m. with results to City Commission on June 2, 2025. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MAY 5, 2025****PUBLIC HEARINGS****Alcohol Transfer**

Public hearing was opened at 5:15 p.m. by Mayor Struble-Mook. Alexandra Ellis, Madame Peacocks, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve Retail (on-off sale) Malt Beverage License transfer from TJ Gear Inc to Madame Peacock's LLC dba Madame Peacock's at 638 Main Street. Roll Call: Aye-All. Motion carried.

**Sturgis Motorcycle Parking**

Public hearing was opened at 5:16 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve parking on Main Street from Lower Main Street at Pioneer Way to Pine Street, northwest side only, from 10:00 a.m. to 2:00 a.m. daily Sunday, July 27 through Monday, August 11; parking in Interpretive Lot from 10:00 a.m. to 2:00 a.m. daily Thursday, July 31 through Sunday, August 10, 2025. Roll Call: Aye-All. Motion carried.

**Legends Ride**

Public hearing was opened at 5:17 p.m. by Mayor Struble-Mook. No one spoke in favor or against, hearing closed. Johnson moved, Martinisko seconded to approve use of Interpretive Lot from 6:00 a.m. to 3:00 p.m., street closure on Main Street from Pine to Deadwood Street from 9:00 a.m. to 4:00 p.m., and waiver of banner fees on Monday, August 4, 2025. Roll Call: Aye-All. Motion carried.

**Rusty Wallace Ride**

Public hearing was opened at 5:18 p.m. by Mayor Struble-Mook. No one spoke in favor or against, hearing closed. Martinisko moved, Johnson seconded to approve street closure on Main Street from Pine to Deadwood from noon to 3:00 p.m., street closure on Deadwood Street from Main Street to Pioneer way from 4:00 p.m. to 10:00 p.m. and use of Interpretive Lot from 4:00 p.m. to 10:00 p.m. on Friday, August 8, 2025. Roll Call: Aye-All. Motion carried.

**Kool Deadwood Nites**

Public hearing was opened at 5:19 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available to answer questions. Resident, Mike Klamm, spoke against the closure of Welcome Center due to the lot being underutilized during event and not enough parking for visitors. Hearing closed.

Joseph moved to deny, motion died for lack of second.

Martinisko moved, Johnson seconded to approve open container in Zones 1 and 2 on Wednesday, August 20 from 5:00 p.m. to 10:00 p.m. and Thursday, August 21, Friday, August 22, Saturday, August 23 and Sunday, August 24 from noon to 10:00 p.m. daily; use of Event Complex, Friday, August 22 through Sunday August 24; use of Interpretive Lot at 2:00 a.m. on Thursday, August 21 through 2:00 p.m. on Sunday, August 24; use of Interpretive Lot (7 parking spaces near Deadwood Street) Sunday, August 17 through Sunday, August 24 for tent and merchandise; use of Welcome Center Lot at 6:00 a.m. on Tuesday, August 19 through 10:00 p.m. on Saturday, August 23; street closure on Main Street from Wall to Deadwood on Tuesday, August 19 from 6:00 p.m. to 9:00 p.m.; street closure on Main Street from Wall to Deadwood on Wednesday, August 20 from 2:00 p.m. to 3:00 a.m. on Sunday, August 24; street closure on Main Street from Deadwood to Pine street on Thursday, August 21 from 4:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 22 and Saturday, August 23 from 4:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 24; Main Street parking from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace on Thursday, August 21 through Saturday, August 23 from 10:00 a.m. to 10:00 p.m. daily; waiver of banner fees Sunday, August 17 through Sunday, August 24; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Tuesday, August 19 through Sunday, August 24 and waiver of vending fees for Napa (or alternative sponsor) at Welcome Center Lot on Tuesday, August 19 through Sunday, August 24, 2025. Roll Call: Aye-Johnson, Martinisko, Struble-Mook. Nay-Joseph. Motion carried.

**REGULAR MEETING, MAY 5, 2025****Mustang Rally**

Public hearing was opened at 5:23 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available to answer questions, hearing closed. Johnson moved, Martinisko seconded to approve street closure on Main Street from Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m. on Thursday, August 28, 2025. Roll Call: Aye-All. Motion carried.

**Set**

Martinisko moved, Johnson seconded to set public hearing on May 19 for Red Knights Visit. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for Days of '76 Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for Harley Davidson Demo Rides. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for Harley Davison Rally Outlaw Square Activation. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for Medicine Wheel Riders. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for The Drifters Concert. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on May 19 for Deadwood Jam. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Agreement (Item M)**

Martinisko moved, Johnson seconded to continue lease agreement with Deadwood Gulch Lodge, LLC for overflow parking from May 15, 2025 to October 15, 2025 on the Slag Pile. (Lease of \$30,000.00 to be paid by BID 8.) Roll Call: Aye-All. Motion carried.

**Agreement (Item N)**

Martinisko moved, Johnson seconded to continue agreement with Alpha 6 Inc. for Automated Teller machines throughout City properties. Roll Call: Aye-All. Motion carried.

**Second Reading**

Parking and Transportation Director Lux stated no changes between first and second readings. Martinisko moved, Joseph seconded to approve second reading of Ordinance #1423 Adopting Chapter 6.16 Beekeeping. Roll Call: Aye-All. Motion carried.

**Second Reading**

Kuchenbecker stated no changes between first and second readings. Joseph moved, Martinisko seconded to approve second reading of Ordinance #1424 Amending Chapter 17.32.030 Conditional Uses for C1-Commercial zoning district. Roll Call: Aye-All. Motion carried.

**Change Order**

Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to accept Construction Change Order #1 to add irrigation (not in original plans) to the Deadwood Library Garden Project from Key City Landscapes at a cost of \$3,500.00 bringing total project to \$31,800.00. Roll Call: Aye-All. Motion carried.

**Purchase**

Parks, Recreation & Events Director Adler spoke about the purchase. Martinisko moved, Johnson seconded to purchase a 20x40 tent with Deadwood logos from eCanopy in the amount of \$9,317.59. (To be paid by Parks equipment line item.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MAY 5, 2025**

Purchase

Adler spoke about the purchase. Martinisko moved, Johnson seconded to purchase four new Spirit XE795 elliptical machines from Play It Again Sports in amount not to exceed \$10,100.00 including setup and delivery. (To be paid by Rec Center equipment line item.) Roll Call: Aye-All. Motion carried.

Purchase

Public Works Direct Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase tommy gate lift for 2022 Ford F350 from Northern Truck Equipment Corp in the amount not to exceed \$6,250.00. (To be paid by Street Equipment line item.) Roll Call: Aye-All. Motion carried.

Quote

Kuchenbecker stated staff would like to proceed with project in Mike Olsen’s honor. Martinisko moved, Johnson seconded to accept low quote from All Metal Manufacturing for 52 Taylor Avenue sidewalk railing in conjunction with Retaining Wall Project in the amount of \$8,416.34. (To be paid by HP Retaining Wall budget.) Commissioner Johnson thanked everyone involved to honor Mike’s life. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

- A. Spring Clean Up Week - May 5 - 10, 2025. Any questions, please contact Public Works at 605-578-3082.
- B. Raffle permit received from Black Hills Shootist LTD. Drawing will be held September 27, 2025.

Resident, Bill Decker, asked about the sign that says Mayor David Ruth Jr. across from the Welcome Center. Kuchenbecker stated that sign will be removed and will work with Mayor Struble-Mook for next steps. The digital sign that was previously there is prohibited and parts not available.

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

Mayor Struble-Mook thanked residents, staff and fellow commissioners and looks forward to the following years.

**ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the regular session at 5:40 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, May 19, 2025 at 5:00 p.m.

After coming out of executive session at 6:08 p.m.,

Martinisko moved, Johnson seconded to grant permission for the Mayor to sign the termination of the ground lease and acknowledgement of the reciprocal easement extinguishment with The Lodge at Deadwood on real property described as: Deadwood Resort Lot 1-A, being a portion of the Replat of Deadwood Resort Lots 1 and 2, City of Deadwood, Lawrence County, South Dakota all located in the NE1/4 & SE1/4 of Section 14, T5N, R3E, BHM, City of Deadwood, L/C, SD.

Joseph moved, Johnson seconded to adjourn.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	David Ruth Jr., Mayor

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

01/16/2025 11:00 AM  
PACKET: 07058 COMBINED - 5/20/25  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 111 COMMISSION  
BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0361	SD PUBLIC ASSURANCE ALL					
		I-31224-4221	101-4111-421	INSURANCE ADD'21 FORD EXPLR-VIN#6879-PD	000000	144.32
01-0367	CLEMENT COMMUNICATIONS					
		I-9358970836	101-4111-422-01	PROF. SERV. S SAFE BEHAVIOR POSTER PROG/SAFE	000000	271.50
01-0418	BLACK HILLS PIONEER					
		I-134 - 2025	101-4111-423	PUBLISHING MINUTES - 3/17/25	000000	270.30
		I-136 - 2025	101-4111-423	PUBLISHING NOH-WALL ST CLOSURE/BULLOCK	000000	14.07
		I-137 - 2025	101-4111-423	PUBLISHING NOH - DWD ICE CREAM BEV LIC	000000	13.10
		I-138 - 2025	101-4111-423	PUBLISHING NOH - COMM.CONCERT ST.CLOSURE	000000	14.07
		I-139 - 2025	101-4111-423	PUBLISHING NOH - FARMERS MARKET	000000	16.01
		I-140 - 2025	101-4111-423	PUBLISHING NOH - BEV B'S POKER RUN	000000	12.13
		I-141 - 2025	101-4111-423	PUBLISHING NOH - MR.WU'S WONG WEEKEND	000000	13.59
		I-142 - 2025	101-4111-423	PUBLISHING NOH - JACOBS GALLERY CONCERT	000000	14.56
		I-143 - 2025	101-4111-423	PUBLISHING NOH - JULY 4TH PARADE	000000	12.13
		I-149 - 2025	101-4111-423	PUBLISHING REQ.-EV.COMPLEX CONCESSIONAIRE	000000	41.06
		I-152 - 2025	101-4111-423	PUBLISHING NOH - FREEDOM CONCERT	000000	16.01
		I-153 - 2025	101-4111-423	PUBLISHING NOH-OUTLAW SHOOTOUT AAU WRESTL	000000	12.62
		I-154 - 2023	101-4111-423	PUBLISHING NOH - MOTORCYCLE PARKING	000000	15.53
		I-155 - 2025	101-4111-423	PUBLISHING NOH - LEGENDS RIDE	000000	17.47
		I-156 - 2025	101-4111-423	PUBLISHING NOH - RUSTY WALLACE RIDE	000000	16.01
		I-157 - 2025	101-4111-423	PUBLISHING NOH - MUSTANG RALLY	000000	12.62
		I-158 - 2025	101-4111-423	PUBLISHING NOH - KOOL DEADWOOD NITES	000000	41.25
		I-189 - 2025	101-4111-423	PUBLISHING MINUTES - 4/7/25	000000	233.90
		I-201 - 2025	101-4111-423	PUBLISHING MINUTES-SP.MTG./CANVAS-4/14/25	000000	27.66
		I-202 - 2025	101-4111-423	PUBLISHING ORD.#1422 - SUPPLMNT BUDGET	000000	16.01
		I-203 - 2025	101-4111-423	PUBLISHING ORDINANCE #1421 - MIDCONTINENT	000000	99.00
		I-204 - 2025	101-4111-423	PUBLISHING NOH - MADAME PEACOCKS BEV TRSF	000000	13.59
01-1705	VANWAY TROPHY					
		I-120324	101-4111-426	SUPPLIES PLAQUE FOR MAYOR RUTH	000000	166.50
				DEPARTMENT 111 COMMISSION	TOTAL:	1,525.01
01-1743	LEAD-DEADWOOD SCHOOL DI					
		I-14-MAY-25	101-4130-422	PROFESSIONAL 2025 ELECTION EXPENSES	000000	144.75
01-4625	FIB CREDIT CARDS					
		I-043025	101-4130-422	PROFESSIONAL LOULOU'S	000000	32.20
		I-043025	101-4130-422	PROFESSIONAL MARCO'S PIZZA	000000	75.00
		I-FINANCECCD 4/30/25	101-4130-422	PROFESSIONAL ELECTION SUPPLIES	000000	58.95
				DEPARTMENT 130 ELECTIONS	TOTAL:	310.90
01-0079	KETEL THORSTENSON, LLP					
		I-2009262449	101-4142-422	PROFESSIONAL AUDIT WORK TO DATE	000000	13,198.39

01/16/2025 11:00 AM  
PACKET: 07058 COMBINED - 5/20/25  
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DEPARTMENT: 142 FINANCE  
BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/25	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56
01-0800	MORRISON, RONDA	I-023	101-4142-422	PROFESSIONAL APRIL 2025 CONTRACT SERVICES	000000	1,950.00
01-2580	SD GOV. FINANCE OFFICER	I-200003026	101-4142-422	PROFESSIONAL 2025 DUES - 4 MEMBERS.	000000	130.00
		I-200003028	101-4142-427	TRAVEL REGIS.-FIN.OFC.SCH-MCKEO,GEPP	000000	150.00
01-2581	SD GOV. HUMAN RESOURCE	I-200003025	101-4142-422	PROFESSIONAL 2025 DUES - 2 MEMBERS	000000	50.00
		I-200003027	101-4142-427	TRAVEL HR SCHOOL REGIS.FEES-GEPP,MCKE	000000	100.00
01-4625	FIB CREDIT CARDS	I-FINANCECCD 4/30/25	101-4142-426	SUPPLIES ADMIN.ASST.DAY GIFTS-SUPPLIES	000000	185.00
		I-FINANCECCD 4/30/25	101-4142-426	SUPPLIES ADMIN.ASST.DAY MEALS - HP	000000	40.00
				DEPARTMENT 142 FINANCE	TOTAL:	18,967.95
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,605.48
01-0539	LEAD-DEADWOOD SANITARY	I-05/01/25 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-05/01/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	0.00
		I-05/01/25 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-05/01/25 CONSUMPT	101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-05/01/25 CONSUMPT	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-05/01/25 CONSUMPT	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	55.86
		I-05/01/25 CONSUMPT	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	322.31
		I-05/01/25 CONSUMPT	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-05/01/25 CONSUMPT	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	41.30
		I-05/01/25 CONSUMPT	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-0551	MENARD'S	I-60908	101-4192-425-03	REPAIRS - BAL BACKSPLASH-WIREPULLS/BALLPARK	000000	231.86

0/16/2025 11:00 AM  
 PACKET: 07058 COMBINED - 5/20/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL					
		I-290685A	101-4192-426	SUPPLIES ORG TEXTURED NITRILE GLOVES/PB	000000	128.17
		I-290766A	101-4192-426	SUPPLIES SHIPPING FOR DISPENSERS/PB	000000	7.99
		I-291599	101-4192-426	SUPPLIES FLOOR CLNR-NATURAL TOWEL/PB	000000	348.45
01-1558	ECOLAB PEST ELIMINATION					
		I-8141604	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	182.25
		I-8141605	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROG/REC	000000	106.67
		I-8141608	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	122.73
01-1626	SERVALL UNIFORM AND LIN					
		I-04/15/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1045190	000000	43.81
		I-04/15/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1045192	000000	92.74
		I-04/15/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1045191	000000	96.45
		I-04/15/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1045175	000000	41.74
		I-04/15/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1045177	000000	38.96
		I-04/17/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1046260	000000	196.79
		I-04/17/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1046261	000000	286.85
		I-04/17/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1046259	000000	78.41
		I-04/17/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1046258	000000	39.75
		I-04/29/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1050408	000000	43.81
		I-04/29/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1050410	000000	92.74
		I-04/29/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1050409	000000	96.45
		I-04/29/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1050391	000000	41.74
		I-04/29/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1050393	000000	38.96
		I-05/01/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1051537	000000	196.79
		I-05/01/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1051538	000000	286.85
		I-05/01/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1051536	000000	78.41
		I-05/01/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1051535	000000	39.75
01-2073	SDN COMMUNICATIONS					
		I-232555	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-232555	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-232555	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-232555	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-232555	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-232555	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-232555	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
01-3151	KONE CHICAGO					
		I-871674204	101-4192-422-17	PROFESSIONAL- APRIL ELEV MAINT/DAYS MUSEUM	000000	202.61
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV037048	101-4192-425-04	REPAIRS - CIT COIL-CAPACITOR/STREETS	000000	161.88
		I-INV037052	101-4192-425-17	REPAIRS-DAYS BELT 46-41-RBR B44/DAYS MUSEUM	000000	117.56
		I-INV037053	101-4192-425-13	REPAIRS - REC BELT 40-39/REC CENTER	000000	20.56
		I-INV037062	101-4192-425-09	REPAIRS - HAR COIL-BELT-COUPPLING-TRAP/HARCC	000000	320.80
		I-INV037066	101-4192-425-21	REPAIRS - WEL BELT-GRIPNOTCH/WELCOME	000000	13.51
		I-SRV122085	101-4192-425-08	REPAIRS - HIS REPAIR LOW PRESS SWTCH/HISTORY	000000	645.23

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3964	CONVERGINT TECHNOLOGIES					
		I-IN00338236	101-4192-434	MACHINERY/EQU UPGRADE CITY DOOR LOCK SYSTEM	000000	6,787.52
		I-IN00338236A	101-4192-434	MACHINERY/EQU EXCISE TAX FOR DOOR LOCK UPGRA	000000	138.53
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB BLDGS	101-4192-426	SUPPLIES EBAY/SEAT CUSHIONS	000000	116.24
		I-04/30/25 PUB BLDGS	101-4192-426	SUPPLIES EBAY/SEAT CUSHIONS	000000	149.15
		I-FINANCECCD 4/30/25	101-4192-426-04	SUPPLIES - CI STORAGE BASKETS - CITY HALL	000000	7.25
01-4711	AMAZON CAPITAL SERVICES					
		C-1K1R-67RH-YH6R	101-4192-426	SUPPLIES CHROME HANDLE/PUB BLDGS	000000	10.25-
		I-1YCR-F4PC-9YNR	101-4192-426	SUPPLIES FAUCET SOLENOID	000000	42.70
01-4944	QUADIENT FINANCE USA, I					
		I-05/13/2025	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-4957	ONSITE FIRST AID, LLC					
		I-5492	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	40.90
		I-5493	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	105.75
		I-5494	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	17.95
		I-5495	101-4192-422-08	PROFESSIONAL- FIRST AID SUPPLIES/HISTORY	000000	98.60
		I-5496	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	114.35
		I-5497	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	150.53
		I-5498	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/FINANCE	000000	90.68
		I-5499	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/POLICE DEPT	000000	76.18
01-5356	CED SPEARFISH					
		I-8170-1007615	101-4192-425-11	REPAIRS - PAR 85W PROG D-FLUOR BLST/PARKS	000000	68.03
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	18,949.53
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000587	101-4193-422	PROFESSIONAL EMAIL SECUR, BKUP, WKSTNS	000000	2,711.48
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD 4/30/25	101-4193-422	PROFESSIONAL MICROSOFT SUBSCRIPTION	000000	106.19
01-4805	ZOOM COMMUNICATIONS, IN					
		I-INV302103080	101-4193-422	PROFESSIONAL APRIL 2025-2026	000000	658.90
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	3,476.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,817.53
01-0467	CULLIGAN OF THE BLACK H					
		I-0023414	101-4210-424	RENTALS BOTTLED WATER/COOLER RENT-PD	000000	113.50

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					
		I-031159181	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	170.49
01-1424	SOUTHSIDE SERVICE					
		I-8970	101-4210-425	REPAIRS TIRE REPAIR #61601 - POLICE	000000	35.00
01-4202	AXON ENTERPRISE, INC.					
		I-INUS330836	101-4210-434	MACHINERY/EQU 6 - SIM CARDS - POLICE	000000	16.52
01-4317	VIGILANT BUSINESS SOLUT					
		I-3660	101-4210-422	PROFESSIONAL PRE-EMPLOYMENT TESTING	000000	56.50
		I-3685	101-4210-422	PROFESSIONAL PRE-EMPLOYMENT SCREENING	000000	83.25
01-4625	FIB CREDIT CARDS					
		I-POLICECCD 04/30/25	101-4210-422	PROFESSIONAL SHERIFF/PD CHIEF CONF/MEMSHIP	000000	200.00
		I-POLICECCD 04/30/25	101-4210-427	TRAVEL FUEL CHG/MITCHELL/FTO TRAINING	000000	61.59
		I-POLICECCD 04/30/25	101-4210-426	SUPPLIES 5 BALLISTIC HELMETS - POLICE	000000	699.96
01-5184	REDWATER TACTICAL					
		I-05/13/25	101-4210-427	TRAVEL AMMUNITION/TRAINING - PD	000000	320.00
01-5415	FAIRFIELD INN & SUITES					
		I-FOLIO 68572,RM 216	101-4210-427	TRAVEL LODGING - FTO TRAINING/ JANDT	000000	560.00
		I-FOLIO 68573,RM 220	101-4210-427	TRAVEL LODGING - FTO SCHOOL/ REA	000000	560.00
		I-FOLIO 68574,RM 222	101-4210-427	TRAVEL LODGING - FTO SCHOOL/HOLZAPFEL	000000	560.00
DEPARTMENT 210 POLICE TOTAL:						18,254.34
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1462	KLAMM, MIKE					
		I-05/13/25	101-4221-427	TRAVEL TRVL EXP/INSTALL SKID-BRUSH#6	000000	60.00
01-1750	CARL'S TRAILER SALES, I					
		I-415573	101-4221-434	MACHINERY/EQU FLATBED TRLR INSTALLED-BRUSH#6	000000	8,000.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-REIM.US DPT OF INT	101-4221-426	SUPPLIES REIMBS./TRAINING PUBLICATIONS	000000	97.81
01-3170	MED-TECH RESOURCE LLC					
		I-153437	101-4221-434	MACHINERY/EQU WILDLAND GOGGLES - FIRE DPT	000000	62.68
		I-153537	101-4221-426	SUPPLIES AED PLUS DEFIB PADZ - FIRE DPT	000000	109.54
01-4317	VIGILANT BUSINESS SOLUT					
		I-3685	101-4221-422	PROFESSIONAL PRE-EMPLOYMENT SCREENING	000000	44.50
01-4625	FIB CREDIT CARDS					

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS	continued				
	I-FINANCECCD 4/30/25	101-4221-426	SUPPLIES	ADMIN.ASST.DAY GIFTS-SUPPLIES	000000	50.00
	I-FINANCECCD 4/30/25	101-4221-426	SUPPLIES	ADMIN.ASST.DAY MEALS - PD	000000	60.00
01-4711	AMAZON CAPITAL SERVICES					
	C-1X1K-X7K4-1YHN	101-4221-426	SUPPLIES	RETURN-SNAP HOOKS,KEY RINGS-FD	000000	5.99-
	I-1MGP-XX9T-N6VW	101-4221-422	PROFESSIONAL	COPY PAPER - FIRE DEPT	000000	40.99
	I-1QGR-GTGC-919H	101-4221-426	SUPPLIES	STREET SIGNS - FIRE DPT	000000	51.96
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTR	TOTAL:	9,226.56
01-0433	WELLMARK BLUE CROSS BLU					
	I-05/01/25	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-2243	MOHR, TRENT					
	I-05/08/2025	101-4232-427	TRAVEL	MEALS/FUEL - SODACE CONF.	000000	88.12
			DEPARTMENT 232	BUILDING INSPECTION	TOTAL:	743.19
01-0433	WELLMARK BLUE CROSS BLU					
	I-05/01/25	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	5,242.66
01-0653	FASTENAL COMPANY					
	I-SDRA1147709	101-4310-426	SUPPLIES	MISC PARTS KEG-BL OXIDE/STRTS	000000	163.58
	I-SDRA1147847	101-4310-426	SUPPLIES	MISC PARTS-NUTS-RND/STRTS	000000	565.70
	I-SDRA1147977	101-4310-426	SUPPLIES	CB 1/8-16-5/16 SQU NUT/STRTS	000000	21.84
	I-SDRA1148191	101-4310-426	SUPPLIES	(25) SQHD 1/2 - 13 X 4/STRTS	000000	25.00
01-0677	LAWSON PRODUCTS, INC.					
	I-9312462459	101-4310-426	SUPPLIES	ST THUMB SCREW-FASTENER/STRTS	000000	152.50
01-0684	NORTHWEST PIPE FITTINGS					
	I-1516469	101-4310-425	REPAIRS	(2) MANHOLE FRAMES 4" HIGH/STR	000000	680.06
01-1351	GREAT WESTERN TIRE, INC					
	I-1-283741	101-4310-425	REPAIRS	SAILUN S740 DRIVE TL 14PL/STRT	000000	250.34
	I-1-283761	101-4310-425	REPAIRS	FLAT TIRE REPAIR/STRTS	000000	41.95
01-1500	A & B WELDING					
	I-0001438100	101-4310-426	SUPPLIES	75% ARGON 25% CO2/STRTS	000000	108.31
	I-0001439272	101-4310-426	SUPPLIES	SMITH SC209 SW1A TIP/STRTS	000000	185.00
01-1515	RAPID DELIVERY					
	I-517751	101-4310-422	PROFESSIONAL	INLAND DELIVERY/STRTS	000000	18.20
01-2837	SD MUNIC. STREET MAINT					
	I-200003050	101-4310-422	PROFESSIONAL	2025 STR MAINT MEMBERSHIP/STRT	000000	35.00

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
	I-FINANCECCD 4/30/25	101-4310-426	SUPPLIES	ADMIN.ASST.DAY MEALS - P&T	000000	17.19
01-4687	TREE WISE MEN					
	I-1394	101-4310-422	PROFESSIONAL	CANOPY REDUCTION-PRUNING/STRTS	000000	2,600.00
01-4711	AMAZON CAPITAL SERVICES					
	C-1C6N-HR67-YNFN	101-4310-426	SUPPLIES	RETURN MOUSEPAD/STRTS	000000	7.50-
	I-1YCR-F4PC-9YNR	101-4310-426	SUPPLIES	CLAMP MOUSE PAD/STRTS	000000	6.60
01-5198	WINZER					
	I-3258981	101-4310-426	SUPPLIES	29 PC WOLVERINE SET W/PLAS/STR	000000	221.85
01-5278	DARK CANYON COFFEE					
	I-148618	101-4310-426	SUPPLIES	HIGHLANDER GROGG/STRTS	000000	32.95
01-5356	CED SPEARFISH					
	I-8170-1007815	101-4310-426	SUPPLIES	(5) 11523 70W CANOPY LIGHT/STR	000000	475.65
	I-8170-1008003	101-4310-426	SUPPLIES	(60) 15W 3K 1600LM NONDIM/STRT	000000	171.00
				DEPARTMENT 310 STREETS	TOTAL:	11,007.88
01-4630	SANDER SANITATION SERVI					
	I-04/30/25 RES GARB	101-4320-422	PROFESSIONAL	APRIL RESIDENTIAL GARBAGE P/U	000000	13,307.76
				DEPARTMENT 320 SANITATION	TOTAL:	13,307.76
01-0243	VAN DIEST SUPPLY COMPAN					
	I-215861	101-4520-426	SUPPLIES	(10) GAL BIOMIST 3 + 15/PARKS	000000	1,059.00
01-0418	BLACK HILLS PIONEER					
	I-131246	101-4520-423	PUBLISHING	AD PARKS TECH/PARKS	000000	170.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-05/01/25	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	5,457.31
01-0467	CULLIGAN OF THE BLACK H					
	I-0023415	101-4520-426	SUPPLIES	(6) 5 GAL BOTTLED WATER/PARKS	000000	43.50
01-1502	BLACK HILLS CHEMICAL					
	I-291447	101-4520-426	SUPPLIES	GARBAGE BAGS/PARKS	000000	1,439.35
01-1798	CHAINSAW CENTER/DAKOTA					
	I-1-2020196	101-4520-426	SUPPLIES	BLADE SCAG 24.5" 72" DECK/PARK	000000	104.97
01-3836	MID-AMERICAN RESEARCH C					
	I-0847729-IN	101-4520-426	SUPPLIES	BLUE WIPES-ERAD-PRO GUARD/PARK	000000	520.33

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT					
		I-3660	101-4520-422	PROFESSIONAL PRE-EMPLOYMENT TESTING	000000	113.00
		I-3685	101-4520-422	PROFESSIONAL PRE-EMPLOYMENT SCREENING	000000	129.75
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB BLDGS	101-4520-422	PROFESSIONAL PARKS-RETURN SMALL CUPS/USPS	000000	25.30
01-4711	AMAZON CAPITAL SERVICES					
		I-11DL-RTL3-417W	101-4520-426	SUPPLIES (6) RAIN SUITS/PARKS	000000	189.48
		I-1YCR-F4PC-9YNR	101-4520-426	SUPPLIES CLAMP MOUSE PAD/PARKS	000000	6.59
01-4779	AMERICAN LEGION EMBLEM					
		I-2180699A	101-4520-426	SUPPLIES (3) 5x8 NYLON US FLAG/PARKS	000000	150.92
01-5052	AVID4 ENGINEERING					
		I-23-123.21	101-4520-422	PROFESSIONAL UTILITY UPDATES AND IMPROVING	000000	540.00
01-5406	AMERICAN TENT LLC					
		I-14141	101-4520-426	SUPPLIES 20X30 ATRIUM FRAME TENT TOP/PA	000000	1,748.99
01-5407	GAME TIME					
		I-PJI-0267310	101-4520-433	IMPROVEMENTS PLAYGROUND EQUIP STAGE RUN	000000	40,397.57
				DEPARTMENT 520 PARKS	TOTAL:	52,096.06
01-0418	BLACK HILLS PIONEER					
		I-131 - 2025	101-4640-423	PUBLISHING NOH - CUP/EMRICK REAL ESTATE	000000	24.26
		I-135 - 2025	101-4640-423	PUBLISHING ORDINANCE #1420 - BUSINESS LIC	000000	95.60
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-4625	FIB CREDIT CARDS					
		I-043025	101-4640-422	PROFESSIONAL PZ AFFIDAVIT/QUIT CLAIM DEED	000000	62.00
		I-043025	101-4640-422	PROFESSIONAL PZ PLAT & COPY	000000	71.00
		I-FINANCECCD 4/30/25	101-4640-426	SUPPLIES ADMIN.ASST.DAY GIFTS-SUPPLIES	000000	50.00
		I-FINANCECCD 4/30/25	101-4640-426	SUPPLIES ADMIN.ASST.DAY MEALS - P&Z	000000	20.00
01-5052	AVID4 ENGINEERING					
		I-23-123.21	101-4640-429	OTHER-GIS UTILITY UPDATES AND IMPROVING	000000	270.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,247.93
				FUND 101 GENERAL FUND	TOTAL:	149,113.68

01/16/2025 11:00 AM  
PACKET: 07058 COMBINED - 5/20/25  
VENDOR SET: 01  
FUND : 206 LIBRARY FUND  
DEPARTMENT: 550 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,310.14
01-0467	CULLIGAN OF THE BLACK H					
		I-0023526	206-4550-422	PROFESSIONAL BOTTLED WATER - 5 GAL/LIBRARY	000000	14.50
01-1562	MIDWEST TAPE, LLC					
		I-507080757	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	24.74
		I-507112391-HOOPLA	206-4550-434	COLLECTION DE DIGITAL COLLECTION - LIBRARY	000000	140.19
		I-507114705	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-3660	206-4550-422	PROFESSIONAL PRE-EMPLOYMENT TESTING	000000	115.50
		I-3685	206-4550-422	PROFESSIONAL PRE-EMPLOYMENT SCREENING	000000	64.75
				DEPARTMENT 550 LIBRARY	TOTAL:	1,696.81
				FUND 206 LIBRARY FUND	TOTAL:	1,696.81

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-130898	209-4510-423	PUBLISHING EASTER EGG HUNT ADS/ REC	000000	104.00
		I-130999	209-4510-423	PUBLISHING SPRING SPORTS PREVIEW/REC	000000	54.00
		I-131189	209-4510-423	PUBLISHING EASTER EGG HUNT ADS/REC	000000	104.00
		I-131308	209-4510-423	PUBLISHING EASTER EGG HUNT AD/REC	000000	64.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,637.67
01-1502	BLACK HILLS CHEMICAL					
		I-291675	209-4510-426	SUPPLIES GARBAGE BAGS/REC CENTER	000000	67.87
01-3151	KONE CHICAGO					
		I-871674203	209-4510-422	PROFESSIONAL APRIL ELEV MAINT/REC CENTER	000000	194.82
01-3345	STANLEY STEEMER - RAPID					
		I-347687	209-4510-422	PROFESSIONAL TILE CLEANING-LOCKER ROOMS/REC	000000	1,400.00
		I-347794	209-4510-426	SUPPLIES TLCLR CASE TILE CLEANER/REC	000000	80.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-3660	209-4510-422	PROFESSIONAL PRE-EMPLOYMENT TESTING	000000	169.50
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB BLDGS	209-4510-426	SUPPLIES GOBIOMED/7 OZ CUPS/REC CENTER	000000	139.68
		I-04/30/25 PUB BLDGS	209-4510-426	SUPPLIES NAUTILUS CAPTAINS CH/REC CENTE	000000	64.99
		I-04/30/25 PUB WORKS	209-4510-426	SUPPLIES BIOMED-7 OZ PAPER CUPS/REC	000000	96.24
01-5408	KEISER CORPORATION					
		I-299107	209-4510-434	MACHINERY/EQU (6) STUDIO PLUS SPIN BIKES/REC	000000	15,216.36
01-5409	THE ABS COMPANY					
		I-20250501-130411247	209-4510-434	MACHINERY/EQU TIRE FLIP 180 SYSTEM/REC	000000	2,499.00
				DEPARTMENT 510 REC CENTER	TOTAL:	21,892.13
01-0475	DEADWOOD CHAMBER & VISI					
		I-05/13/2025	209-4980-422	PROFESSIONAL BILL LIST FOR 5/13/25 - B&B	000000	13,573.85
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB BLDGS	209-4980-429	OTHER EASTER EGG HUNT PRIZES/REC	000000	98.00
		I-04/30/25 PUB BLDGS	209-4980-429	OTHER EASTER EGG HUNT PRIZES/REC	000000	216.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	13,887.85
				FUND 209 BED & BOOZE FUND	TOTAL:	35,779.98

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
		I-05/12/2025	211-4630-423	MARKETING		
				BID #9 FUNDING	000000	50,000.00
				DEPARTMENT 630		
				BID #9	TOTAL:	50,000.00
				FUND		
				211		
				BID #9	TOTAL:	50,000.00

PACKET: 07058 COMBINED - 5/20/25  
VENDOR SET: 01  
FUND : 213 BID #1-6  
DEPARTMENT: 630 BID  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-05/13/2025	213-4630-423	MARKETING	BILL LIST FOR 5/13/23-BID 1-6	000000 89,949.83
				DEPARTMENT 630	BID	TOTAL: 89,949.83
				FUND	213 BID #1-6	TOTAL: 89,949.83

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-051325	215-4572-210	VISITOR MGMT DEADWOOD CHAMBER & VISITORS BU	000000	24,769.57
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 24,769.57
01-1483	KNECHT HOME CENTER	I-11976390	215-4573-335	HIST. INTERP. KNECHT HOME CENTER	000000	32.97
01-2014	TOMS, DON	I-2010031469	215-4573-335	HIST. INTERP. TAX RECORD PROJECT PART I	000000	600.00
01-2266	MONTANA HISTORICAL SOCI	I-043025	215-4573-325	HIST. INTERP. 2025 MEMBERSHIP RENEWAL	000000	40.00
01-2390	THE ARCHAEOLOGICAL CONS	I-051325	215-4573-325	HIST. INTERP. 2025 MEMBERSHIP RENEWAL	000000	30.00
01-2412	OLD HOUSE JOURNAL	I-050725	215-4573-325	HIST. INTERP. 2025 OLDHOUSE JOURNAL RENEWAL	000000	28.00
01-3174	DAYS OF '76 MUSEUM	I-042525	215-4573-375	HIST. INTERP. 2025 VOUCHER GENERAL OPERATING	000000	110,000.00
01-3769	NATIONAL MAIN STREET CE	I-051325	215-4573-325	HIST. INTERP. 2025 NATIONAL MAIN RENEWAL	000000	295.00
01-4247	SD HISTORICAL SOCIETY F	I-042325	215-4573-325	HIST. INTERP. 2025 MEMBERSHIP RENEWAL	000000	125.00
01-4441	DOCUTEK, INC.	I-64049	215-4573-335	HIST. INTERP. BURIAL RECORDS 1878	000000	71.95
01-5052	AVID4 ENGINEERING	I-23-123.21	215-4573-340	HIST. INTERP. UTILITY UPDATES AND IMPROVING	000000	135.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 111,357.92
01-0539	LEAD-DEADWOOD SANITARY	I-05/01/25 142 SHERM	215-4575-505-05	142 SHERMAN S MAY CONSUMPTION/SENIOR CENTER	000000	22.00
		I-05/01/25 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	0.00
01-0578	WATERS HARDWARE	I-7070 /S	215-4575-525	GRANT/LOAN PA 674 MAIN ST ACRYLIC CAULK	000000	116.70
		I-7073 /S	215-4575-525	GRANT/LOAN PA 668 MAIN ST PAINT & PRIMER	000000	646.63
		I-7155 /S	215-4575-525	GRANT/LOAN PA 870 MAIN ST PRIMER	000000	37.16
		I-7173 /S	215-4575-525	GRANT/LOAN PA 674 MAIN PAINT	000000	67.96
		I-7270 /S	215-4575-525	GRANT/LOAN PA 35 LINCOLN PAINT	000000	58.39

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5052	AVID4 ENGINEERING					
		I-25-107.2	215-4575-505-05	142 SHERMAN S PROFESSIONAL SERVICES LABOR	000000	1,980.00
01-5411	PLANS OF ACTION					
		I-2570	215-4575-505-04	85 CHARLES ST 85 CHARLES DESIGN ASSIST.	000000	1,189.44
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	4,118.28
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000587	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-21851	215-4576-600	PROFES. SERV. HARRISON RETAINING WALL	000000	657.40
		I-21853	215-4576-600	PROFES. SERV. TAYLOR STREET, SIDEWALK & WALL	000000	2,463.85
		I-21855	215-4576-600	PROFES. SERV. MCGOVERN HILL RETAINING WALL	000000	3,300.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	7,436.25
01-1411	BARRY'S ELECTRIC SERVIC					
		I-10942	215-4577-735	CAPITAL ASSET WIRE EQUIPMENT - RODEO GROUNDS	000000	1,204.59
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2025-054	215-4577-705	CAPITAL ASSET LIBRARY GARDEN	000000	710.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	TOTAL:	1,914.59
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,524.29
01-0545	LYNN'S DAKOTA MART					
		I-050725	215-4641-426	SUPPLIES SHPO BOARD OF TRUSTEES MEETING	000000	17.97
01-1705	VANWAY TROPHY					
		I-120778	215-4641-426	SUPPLIES WILLIAMS & DAR PLAQUES	000000	324.14
01-2728	WEST RIVER HISTORY CONF					
		I-051325	215-4641-427	TRAVEL SPONSORSHIP	000000	500.00
01-3223	QUICKTROPHY, LLC					
		I-133736	215-4641-426	SUPPLIES CAMMIE SCHMIDT DESK NAME PLATE	000000	56.16
01-3314	CENTURY BUSINESS PRODUC					
		I-774860	215-4641-428	UTILITIES COPIER PERIOD 1/9/25-2/8/25	000000	27.90
		I-790943	215-4641-428	UTILITIES MAINTENANCE KYOCERA/4054ci	000000	205.58
		I-791238	215-4641-428	UTILITIES REPAIR CANON TM-305	000000	492.85

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3373	AMAZON WEB SERVICES					
		I-1QN9-M7XQ-GH1P	215-4641-426	SUPPLIES	SUPPLIES/HP&ZONING	000000 471.37
01-4247	SD HISTORICAL SOCIETY F					
		I-051325	215-4641-427	TRAVEL	2025 SHPO OF TRUSTEES MEETING	000000 150.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-3660	215-4641-422	PROFESSIONAL	PRE-EMPLOYMENT TESTING	000000 115.50
		I-3685	215-4641-422	PROFESSIONAL	PRE-EMPLOYMENT SCREENING	000000 59.50
01-4625	FIB CREDIT CARDS					
		I-043025	215-4641-426	SUPPLIES	DALE'S RESTARAUNT	000000 45.74
		I-FINANCECCD 4/30/25	215-4641-426	SUPPLIES	ADMIN.ASST.DAY GIFTS-SUPPLIES	000000 50.00
		I-FINANCECCD 4/30/25	215-4641-426	SUPPLIES	ADMIN.ASST.DAY MEALS - HP	000000 50.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,091.00
-----						
FUND 215 HISTORIC PRESERVATION TOTAL:						154,687.61

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4877	SUNKEN FOUNDATION SOLUT	I-1267	216-1310	DUE FROM OTHE 51 HIGHLAND BAILEY	000000	7,340.00
01-4933	AMERICAN SEAMLESS GUTTE	I-2025-14	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	13,780.45
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	21,120.45
01-0558	NHS OF THE BLACK HILLS	I-2025-41	216-4653-422	PROFESSIONAL MAY 2025 CONTRACT	000000	3,500.00
01-1496	LAWRENCE CO. REGISTER O	I-051425	216-4653-960	CLOSING CO 696 MAIN ALMANZA	000000	30.00
01-2164	ONE WAY SERVICE PROS	I-32501	216-4653-962-01	SPECIAL NEEDS 4 HARRISON BECK	000000	10,000.00
01-4877	SUNKEN FOUNDATION SOLUT	I-1267-1	216-4653-962-08	FOUNDATION GR 51 HIGHLAND BAILEY	000000	10,000.00
01-5414	NELSON, ROBERT J.	I-051425	216-4653-962-05	FACADE EASEME CONSERV EASEMENT 594 MAIN	000000	25,224.72
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	48,754.72
			FUND	216	REVOLVING LOAN	TOTAL: 69,875.17

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0539	LEAD-DEADWOOD SANITARY	I-05/01/25 EQR	602-4330-422	PROFESSIONAL MAY EQR/WATER	000000	20,140.40
01-0684	NORTHWEST PIPE FITTINGS	I-1516183	602-4330-426	SUPPLIES NPT SWIVEL ADAPTER/WATER	000000	159.78
01-0828	USA BLUEBOOK	I-INV00696812	602-4330-425	REPAIRS HYDRANT HOSE VALVE ASSY/WTR	000000	92.37
01-3836	MID-AMERICAN RESEARCH C	I-0847730-IN	602-4330-426	SUPPLIES (4) HYPER FOAM JETTER FOAM/WTR	000000	972.60
01-4625	FIB CREDIT CARDS	I-FINANCECCD 4/30/25	602-4330-426	SUPPLIES ADMIN.ASST.DAY GIFTS-SUPPLIES	000000	50.00
01-4711	AMAZON CAPITAL SERVICES	C-1C6N-HR67-YNFN	602-4330-426	SUPPLIES RETURN MOUSEPAD/WATER	000000	7.49-
		I-1YCR-F4PC-9YNR	602-4330-426	SUPPLIES CLAMP MOUSE PAD/WATER	000000	6.60
01-5052	AVID4 ENGINEERING	I-23-123.21	602-4330-422	PROFESSIONAL UTILITY UPDATES AND IMPROVING	000000	607.50
01-5278	DARK CANYON COFFEE	I-148618	602-4330-426	SUPPLIES HIGHLANDER GROGG/WATER	000000	32.95
			DEPARTMENT 330	WATER	TOTAL:	25,971.38
			FUND	602	WATER FUND	TOTAL: 25,971.38

PACKET: 07058 COMBINED - 5/20/25  
VENDOR SET: 01  
FUND : 607 HISTORIC CEMETERIES  
DEPARTMENT: 580 HISTORIC CEMETERIES  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2025-055	607-4580-422	PROFESSIONAL CONST ADMIN 2025 IMPROVE/MM	000000	662.30
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB WORKS	607-4580-434	MACHINERY/EQU VOLCORA POS EQUIPMENT/MM	000000	1,451.80
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	2,114.10
-----						
				FUND 607 HISTORIC CEMETERIES	TOTAL:	2,114.10

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-956 - 2025	610-4360-423	PUBLISHING ADV FOR BIDS-DWD HILL PKG LOT	000000	38.43
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
01-4625	FIB CREDIT CARDS					
		I-043025	610-4360-422	PROFESSIONAL P&T IPM	000000	545.00
		I-043025	610-4360-426	SUPPLIES P&T SCOTT PRETZER	000000	34.85
		I-FINANCECCD 4/30/25	610-4360-426	SUPPLIES ADMIN.ASST.DAY GIFTS-SUPPLIES	000000	50.00
		I-FINANCECCD 4/30/25	610-4360-426	SUPPLIES ADMIN.ASST.DAY MEALS - P&T	000000	50.00
01-4766	IPS GROUP INC					
		I-INV110560	610-4360-422-02	PROFESSIONAL CC TRANS-WIRELESS FEES/P&T	000000	1,783.27
		I-INV110674	610-4360-422-02	PROFESSIONAL PEMS-PTMS FEES-PERMITS/P&T	000000	7,085.19
01-5238	GOKCE, FATIH					
		I-05/08/2025	610-4360-427	TRAVEL MEAL REIMB- CODE ENFORCE.CONF.	000000	54.00
01-5239	NASH, PAM					
		I-05/08/2025	610-4360-427	TRAVEL REIMB.MEAL/MILEAGE-CODE CONF.	000000	166.20
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						13,962.55
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-1354	INLAND TRUCK PARTS & SE					
		I-IN-1805406	610-4361-425	REPAIRS (4) VELVAC/TROLLEY	000000	50.16
01-1503	BLACK HILLS SPECIAL SER					
		I-38693	610-4361-422	PROFESSIONAL APRIL TROLLEY CLEANING/TROLLEY	000000	2,250.00
01-1543	ZEP SALES & SERVICE					
		I-9011145103	610-4361-426	SUPPLIES 1 CASE ACCLAIM/TROLLEY	000000	126.34
01-2427	HOMETOWN MANUFACTURING					
		I-INV352	610-4361-425	REPAIRS DOME LIGHT LED-SHIP/TROLLEY	000000	158.39
01-4625	FIB CREDIT CARDS					
		I-04/30/25 PUB BLDGS	610-4361-426	SUPPLIES WALMART 40 PACKS WATER/TROLLEY	000000	169.20
01-4857	VERIZON CONNECT					
		I-308000071302	610-4361-422	PROFESSIONAL APRIL VEH TRACK-CAMS/TROLLEY	000000	179.50
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						5,219.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/25	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-3151	KONE CHICAGO	I-871674203	610-4362-422	PROFESSIONAL APRIL ELEV MAINT/RAMP	000000	194.81
01-3667	BERBERICH DESIGN	I-006	610-4362-422	PROFESSIONAL DESIGN CONSULT AGREEMENT	000000	614.32
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	1,464.20
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	20,646.74

PACKET: 07058 COMBINED - 5/20/25  
VENDOR SET: 01  
FUND : 722 SALES TAX AGENCY  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-APRIL-051925	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,315.56
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,315.56
			FUND	722 SALES TAX AGENCY	TOTAL:	3,315.56

PACKET: 07058 COMBINED - 5/20/25

VENDOR SET: 01

FUND : 723 NICKEL CITY SLOT PAYMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-05/13/2025	723-4000-429	OTHER CITY SLOTS - PYMT 11, YR 1	000000	32,386.36
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	32,386.36
				FUND 723 NICKEL CITY SLOT PAYMENT	TOTAL:	32,386.36
					REPORT GRAND TOTAL:	635,537.22

## RESOLUTION 2025-13

### 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 103rd Annual Days of '76 Celebration on July 25th through July 26th, 2025; 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 25, 2025, beginning at 1:15 p.m. until the end of the parade, and on July 26, 2025, beginning at 1:15 p.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 May, 2025.

CITY OF DEADWOOD

ATTEST:

\_\_\_\_\_  
Alea Struble, Mayor

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

*Prepared by and after  
Recording return to:*

SDN Communications  
2900 West 10<sup>th</sup> Street  
Sioux Falls, South Dakota 57104  
(800) 247-1442

### **PERMANENT UTILITY EASEMENT**

This Permanent Utility Easement ("Easement") is granted to Northern Hills Transport, LLC, a South Dakota limited liability company, ("NHT") by the City of Deadwood, a municipal corporation of the State of South Dakota ("City").

**WHEREAS**, the City is fee owner of the following legally described real property ("Property") located in Deadwood, South Dakota, to wit:

**Portions of P.L. Rogers Map Lots including Portions of School Lot No. 4, School Lot No. 3, Probate Lot 204, Probate Lot 227, Probate Lot 302, and Probate Lot 91, All Located in Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.**

**WHEREAS**, the City has agreed to grant a Permanent Utility Easement to NHT on the Property, as shown in the attached Exhibit A ("Easement Area"), into which NHT may locate its facilities;

**WHEREAS**, NHT desires to accept the City's grant of a Permanent Utility Easement, as provided herein;

**NOW THEREFORE**, in consideration of the recitals listed above and the conditions listed below, the City hereby grants to NHT a 10 foot wide Permanent Utility Easement being five (5) feet each side of the centerline to construct, install, modify, add to, maintain, repair, replace, and remove such telecommunications facilities, electrical facilities, and other appurtenant equipment ("Facilities") from time to time, as NHT may require upon, over, under, along, within, and across the Easement Area.

This grant of a permanent utility easement is subject to the following terms, provisions, and conditions:

1. The City reserves the use and enjoyment of the Easement Area subject only to the right of NHT to use the same for the purposes herein expressed, provided; however, the City shall not use the Easement Area in any way in which such use shall interfere with or damage NHT's Facilities.
2. The City further conveys to NHT the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, modification, installation, reinforcement, repair, and removal over and across the Property with the right to clear and keep cleared all trees and other obstructions as may be necessary for NHT's use and enjoyment of the Easement Area. In exercising its rights of ingress and egress, the Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

3. NHT shall indemnify the City for all damages caused to the Property as a result of NHT's negligent exercise of the rights and privileges herein granted. NHT shall have no responsibility for environmental contamination, which is either pre-existing or not caused by NHT.
4. The City covenants that it is the fee simple owner of the Easement Area or has an interest in the Easement Area. The City will warrant and defend title to the Easement Area against all claims.
5. The City covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise by Grantor or Grantee, that would adversely affect NHT's access to the Easement Area.
6. The terms, provisions, and conditions of this Easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the City and NHT and their respective successors, assigns, transferees, heirs, and personal representatives.
7. The validity, performance, and enforcement of this Easement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the Parties in connection with this Easement shall lie exclusively with the state and federal courts located in Lawrence County, South Dakota.
8. Should any section or provision of this Easement be declared by the courts to be invalid, the same will not affect the validity of the Easement as a whole or any part thereof, other than the part declared to be invalid.
9. This Easement contains the entire understanding of the City and NHT of the rights, terms, provisions, and conditions related to the grant of this Easement. No statement, promises or inducements made by the City or NHT, or agent of either, that are not contained in this Easement shall be valid or binding. This Easement may not be enlarged, modified or altered except in writing signed by the City and NHT.

**IN WITNESS WHEREOF**, this Permanent Utility Easement has been executed by the Parties as of the latter day and year written below.

**CITY OF DEADWOOD**

By: \_\_\_\_\_  
Charlie Struble-Mook, Mayor

**ATTEST**

By: \_\_\_\_\_  
Jessica McKeown, Finance Officer

**NORTHERN HILLS TRANSPORT, LLC**

By: \_\_\_\_\_  
Ryan Punt, Member Manager

STATE OF SOUTH DAKOTA                    )  
  )ss  
COUNTY OF MINNEHAHA                 )

On this \_\_\_\_ day of \_\_\_\_\_ 2025, before me, the undersigned officer, personally appeared Ryan Punt who acknowledged himself to be the Member Manager of Northern Hills Transport, LLC, a 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 limited liability company by himself as such officer.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

PLAT OF TRACT 1, TRACT 2 AND DEDICATED PUBLIC RIGHT OF WAY OF MOLLMAN SUBDIVISION  
FORMERLY TRACTS A1, C-1, C-2 OF M.S. 207 AND A PORTION OF M.S. 207; LOTS MK8 AND MK9  
OF THE MICKELSON TRAIL AND SCHOOL LOT 23  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA  
LOCATED IN THE NE¼ OF SECTION 27, T6N, R3E, B.H.M.

PROBATE LOT 299

SCHOOL LOT 23

TRACT 2  
0.900 Acres ±

DEDICATED PUBLIC RIGHT OF WAY  
0.282 Acres ±

SCHOOL LOT 23

TRACT 1  
2.282 Acres ±

SCHOOL LOT 34

LOT MK10

LOT MK7

LOT MK9

LOT MK8

MOLLMAN SUBDIVISION

M.S. 207  
TRACT C-1

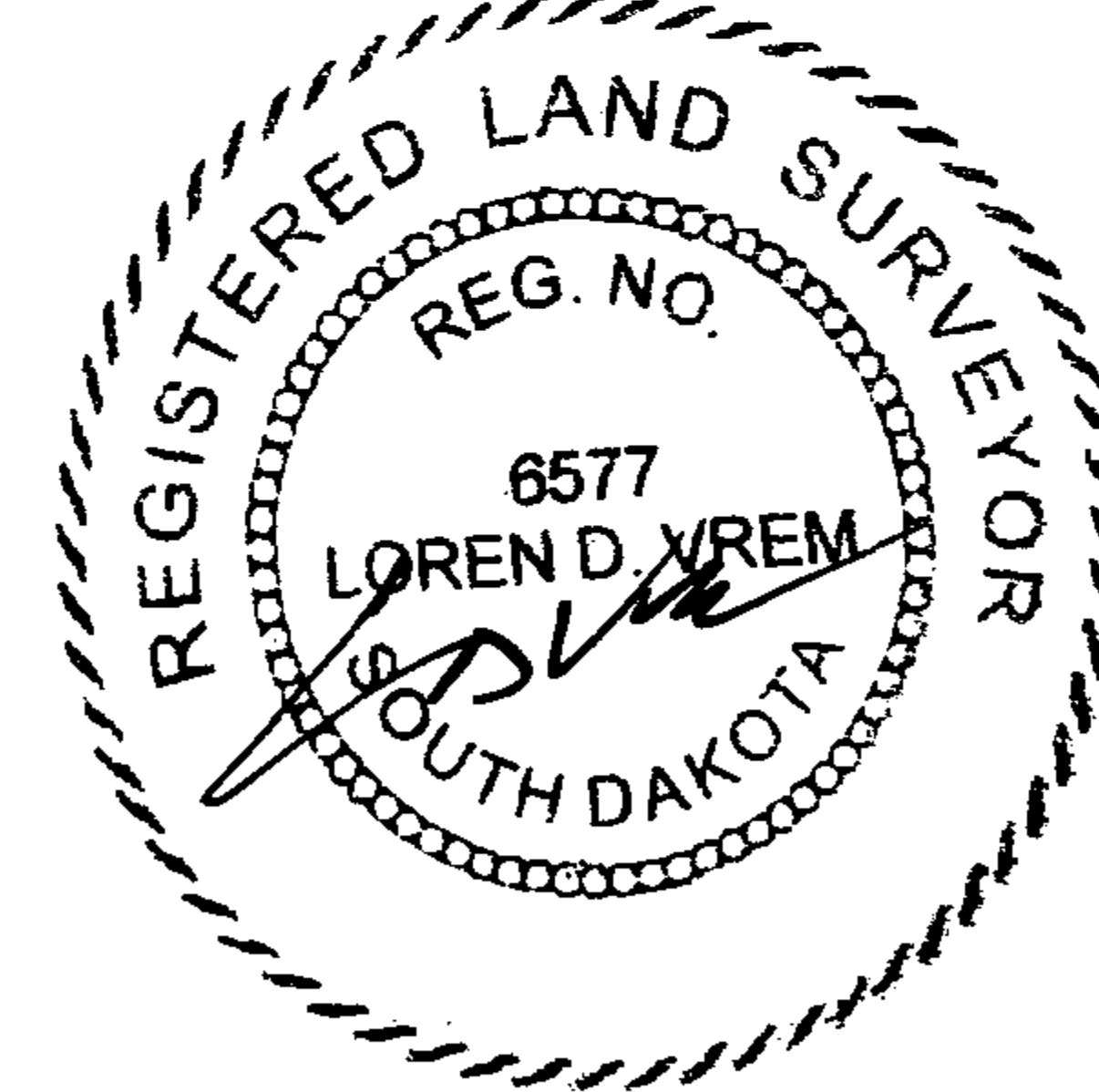
TRACT A1

C/L 25' WIDE PUBLIC  
ACCESS & UTILITY EASEMENT

PART OF  
M.S. 207

C/L 10' WIDE  
WATER LINE EASEMENT

MICKELSON TRAIL

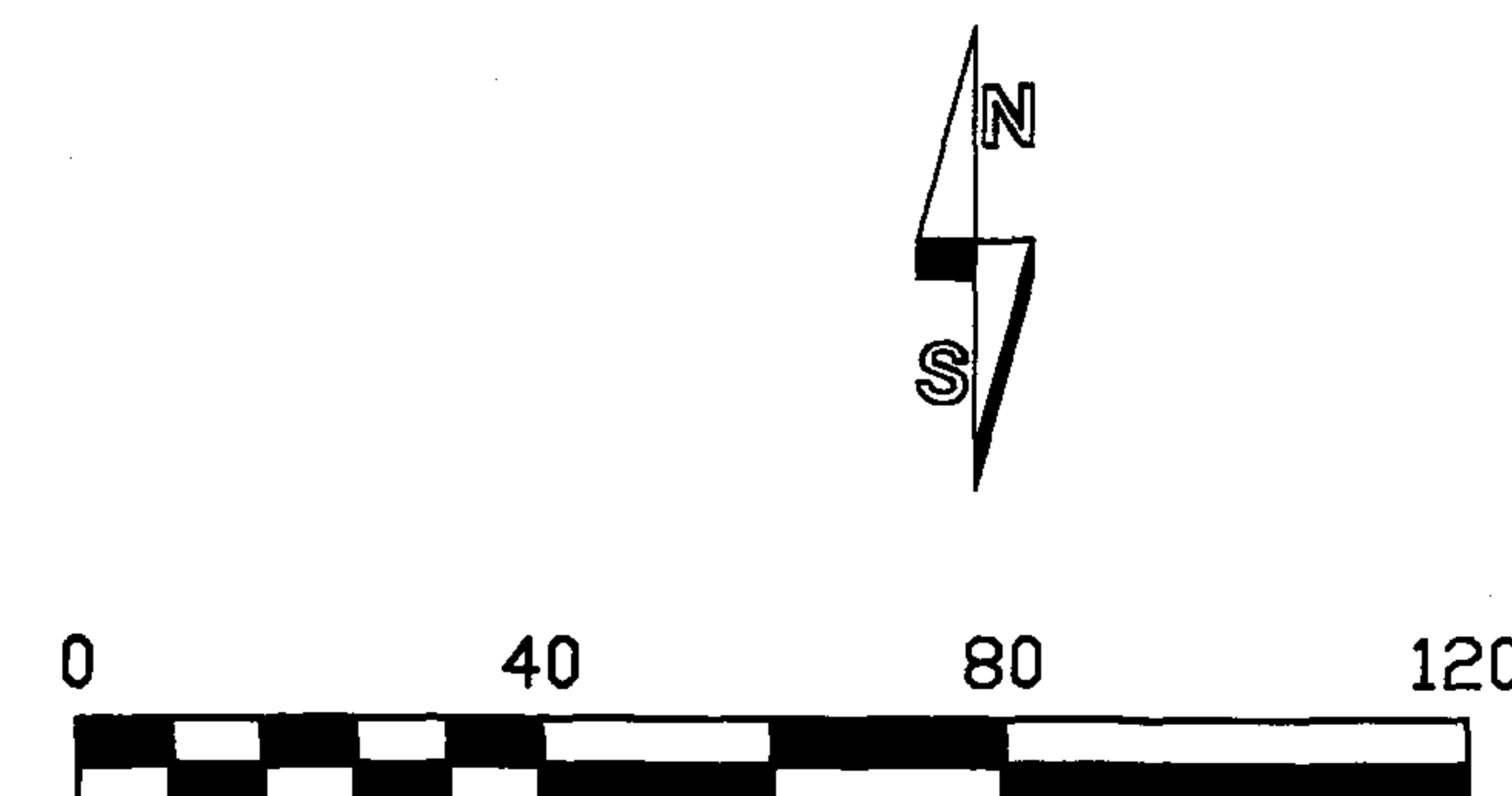


OWNERS:  
SOUTHSIDE SERVICE INC.  
171 CHARLES ST.  
DEADWOOD, SD 57732

CITY OF DEADWOOD  
108 SHERMAN ST.  
DEADWOOD, SD 57732

Doc. # 2025-1600 page 1 of 2

PAGE 1 OF 2



- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)
- NAIL & TASSEL
- REBAR & CAP (LIMBO LS11918)
- REBAR
- △ CORNER NOT SET
- ◆ MAG NAIL

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.81'	33.18'	32.01'	S 74°06'14" E	53°05'03"
C2	458.88'	93.20'	93.04'	N 73°32'08" E	11°38'13"
C3	458.88'	54.49'	54.46'	N 64°18'55" E	6°48'14"
C4	110.21'	36.85'	36.68'	N 75°49'47" W	19°09'31"
C5	47.59'	77.10'	68.94'	N 19°50'08" W	92°49'47"
C6	169.71'	49.64'	49.47'	N 34°57'32" E	16°45'34"
C7	346.80'	49.87'	49.83'	N 47°27'30" E	8°14'21"
C8	346.80'	113.07'	112.57'	N 60°55'04" E	18°40'48"
C9	365.67'	33.83'	33.82'	N 72°54'29" E	5°18'03"
C10	378.17'	28.22'	28.21'	N 74°51'34" E	4°16'30"
C11	714.45'	49.12'	49.11'	N 75°01'38" E	3°56'22"
C12	427.18'	51.44'	51.41'	N 76°30'27" E	6°54'00"
C13	402.18'	48.43'	48.40'	S 76°30'27" W	6°54'00"
C14	739.45'	50.84'	50.83'	S 75°01'38" W	3°56'22"

LINE	BEARING	DISTANCE
L1	S 47°15'50" W	21.60'
L2	S 47°15'50" W	15.63'
L3	S 79°57'27" W	12.61'
L4	S 79°57'27" W	2.88'
L5	N 31°18'04" W	14.57'
L6	S 31°18'04" W	26.83'
L7	S 79°21'15" W	9.10'
L8	S 71°41'41" E	33.06'
L9	S 71°41'41" E	22.25'
L10	S 71°41'41" E	23.83'
L11	S 09°56'47" E	12.33'



Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

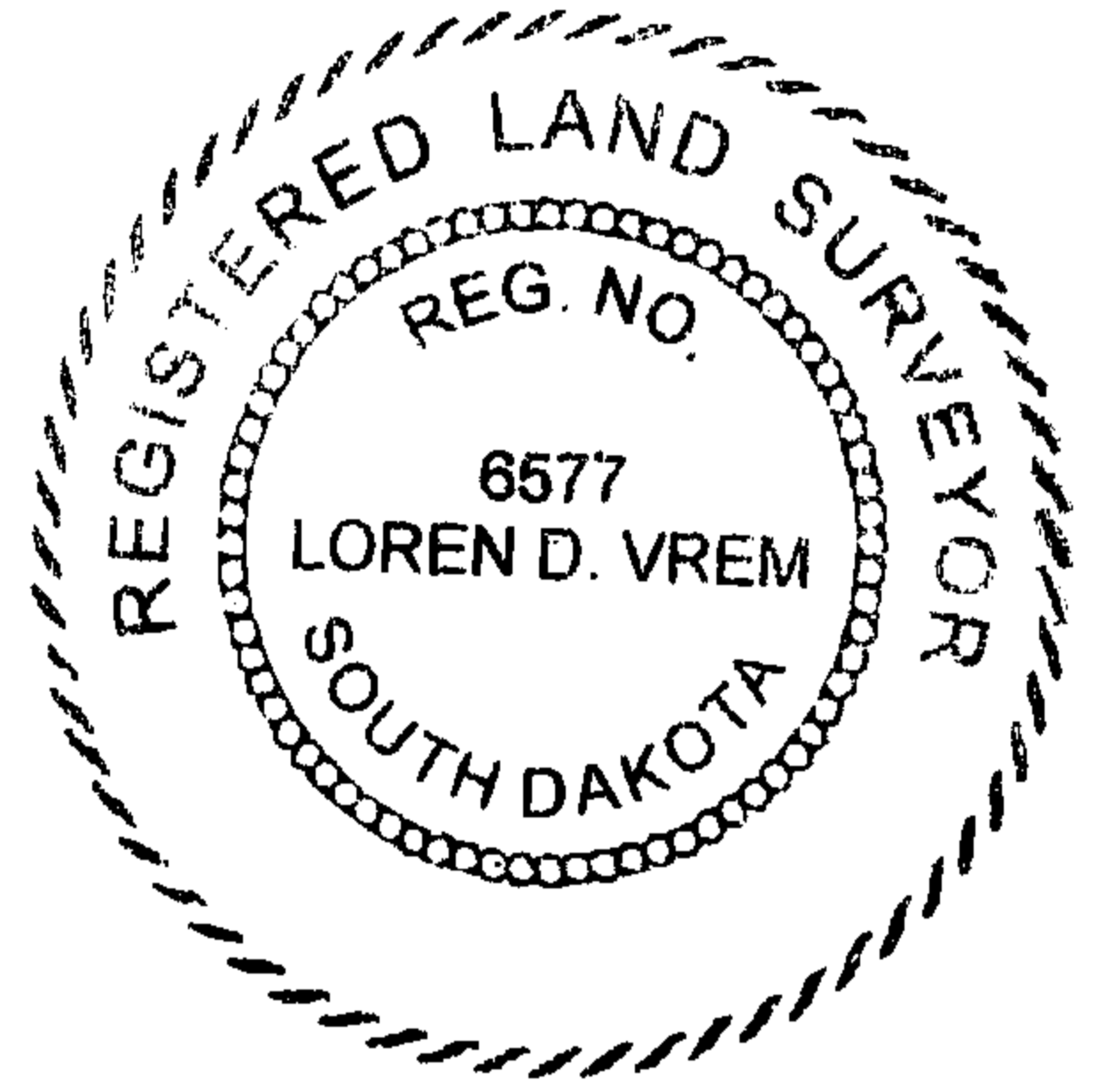
Date:	4/7/2025
Drawn By:	L. D. Vrem
Project No.:	25-20
Dwg. No.:	25-20.dwg

PLAT OF TRACT 1, TRACT 2 AND DEDICATED PUBLIC RIGHT OF WAY OF MOLLMAN SUBDIVISION  
FORMERLY TRACTS A1, C-1, C-2 OF M.S. 207 AND A PORTION OF M.S. 207; LOTS MK8 AND MK9  
OF THE MICKELSON TRAIL AND SCHOOL LOT 23  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA  
LOCATED IN THE NE¼ OF SECTION 27, T5N, R3E, B.H.M.

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 21 DAY OF APRIL, 2025

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



OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

SOUTHSIDE SERVICE, INC., DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: [Signature]

OWNER: Rhonda Mollman

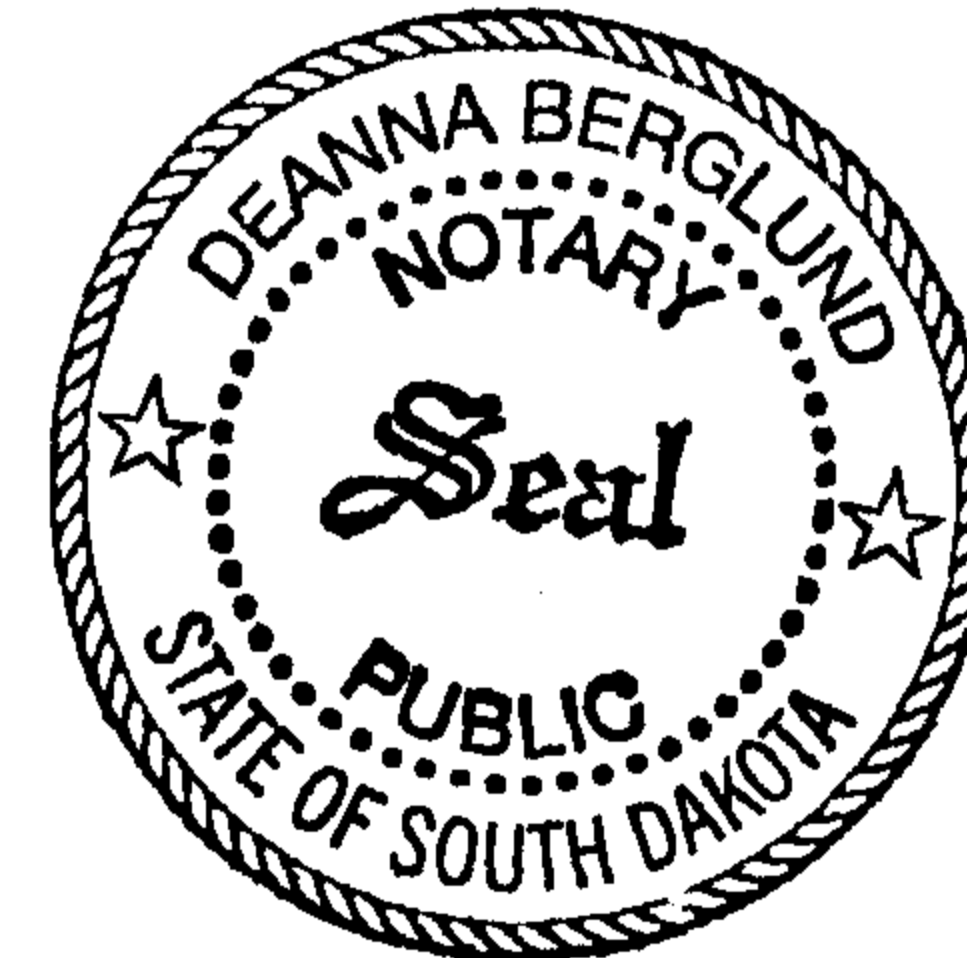
ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

ON THIS 11 DAY OF April, 2025, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED Patrick L. Mollman Rhonda Mollman  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: Sept 2 2029 NOTARY PUBLIC: Deanna Berglund



OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

CITY OF DEADWOOD, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: [Signature]

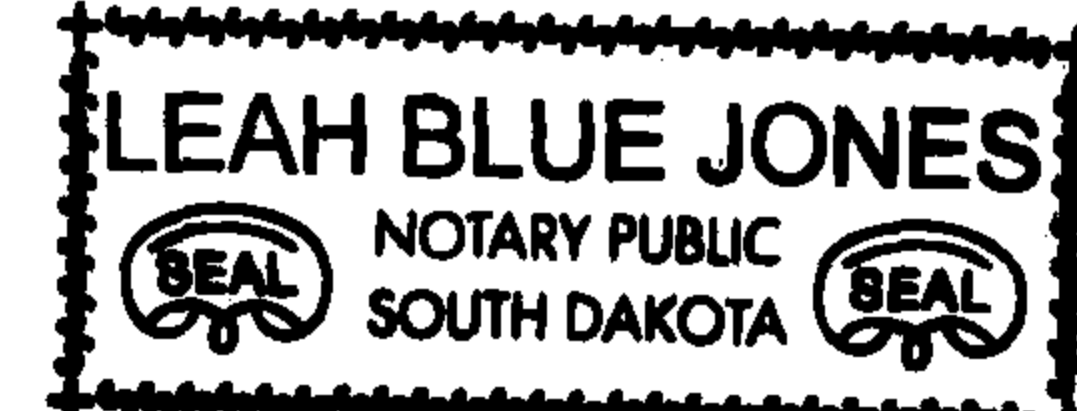
ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

ON THIS 11 DAY OF April, 2025, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED DAVID R. RUTH, JR., MAYOR OF THE CITY OF DEADWOOD  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: MAY 28, 2030 NOTARY PUBLIC: [Signature] LEAH BLUE JONES



My Commission Expires MAY 28, 2030

CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

I, Debara Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2024 TAXES WHICH

ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 28 DAY OF April, 2025

LAWRENCE COUNTY TREASURER: Donnie Marshall Deputy



APPROVAL OF HIGHWAY AUTHORITY  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: [Signature]

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 20 DAY OF April, 2025

CHAIRMAN: [Signature] ATTEST: [Signature]  
CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA,

DATED THIS 11 DAY OF April, 2025

ATTEST: [Signature]  
FINANCE OFFICER

[Signature]  
MAYOR

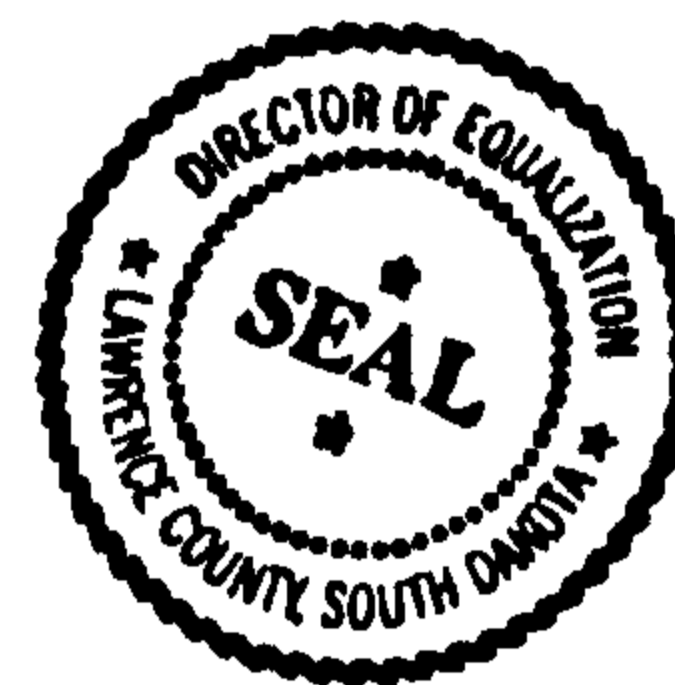


OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS 28 DAY OF April, 2025.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Brett Ruge by Heidi Saxe



OFFICE OF THE REGISTER OF DEEDS  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

FILED FOR RECORD THIS 28 DAY OF April, 2025 AT 2:55 P. M., AND RECORDED IN DOC. #2025-1600

LAWRENCE COUNTY REGISTER OF DEEDS: David O. Hansen FEE: \$ 160.00



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

Date:	4/7/2025
Drawn By:	L. D. Vrem
Project No.:	25-20
Dwg. No.:	25-20.dwg

Doc. #2025-1600  
page 2 of 2

*Prepared by:*  
 Quentin L. Riggins  
 GUNDERSON, PALMER,  
 NELSON & ASHMORE, LLP  
 P. O. Box 8045  
 Rapid City, SD 57709-8045  
 (605) 342-1078

## WARRANTY DEED

**Southside Service Inc., Grantor**, of 171 Charles Street, Deadwood, South Dakota 57732 for and in consideration of One Dollar and Other Good and Valuable Consideration, **CONVEYS AND WARRANTS TO The City of Deadwood, a South Dakota municipality, Grantee**, of 102 Sherman Street, Deadwood, South Dakota 57732, all of its right, title and interest in and to the following described real estate in the County of Lawrence in the State of South Dakota, to-wit:

Tract 2 and Dedicated Public Right of Way of Mollman Subdivision, formerly School Lot 23, City of Deadwood, Lawrence County, South Dakota located in the NE ¼ of Section 27, T.5.N., R.3.E., B.H.M. according to Plat Document #2025-1600.

Together with any and all improvements thereon, subject to easements, rights-of-way, restrictions and covenants of record.

## EXEMPT FROM TRANSFER FEE PER SDCL 43-4-22 (2)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SOUTHSIDE SERVICE INC**

By: \_\_\_\_\_  
Patrick L. Mollman, Owner

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF LAWRENCE     )

On this \_\_\_\_ day of \_\_\_\_\_ 2025, before me, personally appeared Patrick Mollman who acknowledged himself to be the owner of Southside Service Inc., and that he, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name above.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**SOUTHSIDE SERVICE LLC**

By: \_\_\_\_\_  
Rhonda Mollman, Owner

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF LAWRENCE     )

On this \_\_\_\_ day of \_\_\_\_\_ 2025, before me, personally appeared Rhonda Mollman who acknowledged herself to be the owner of Southside Service Inc, and that she, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name above.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*Prepared by:*

Quentin L. Riggins

GUNDERSON, PALMER,

NELSON & ASHMORE, LLP

P. O. Box 8045

Rapid City, SD 57709-8045

(605) 342-1078

## WARRANTY DEED

**The City of Deadwood, a South Dakota municipality, *Grantor***, of 102 Sherman Street, Deadwood, South Dakota 57732 for and in consideration of One Dollar and Other Good and Valuable Consideration, ***CONVEYS AND WARRANTS TO Southside Service Inc., *Grantee****, of 171 Charles Street, Deadwood, South Dakota 57732, all of its right, title and interest in and to the following described real estate in the County of Lawrence in the State of South Dakota, to-wit:

Tract 1, City of Deadwood, Lawrence County, South Dakota located in the NE ¼ of Section 27, T.5.N., R.3.E., B.H.M. according to Plat Document #2025-1600.

Together with any and all improvements thereon, subject to easements, rights-of-way, restrictions and covenants of record.

### EXEMPT FROM TRANSFER FEE PER SDCL 43-4-22 (2)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Alea Struble, Mayor, Grantor

ATTEST:

By: \_\_\_\_\_  
Jessica McKeown, Finance Officer

PLAT OF TRACT 1, TRACT 2 AND DEDICATED PUBLIC RIGHT OF WAY OF MOLLMAN SUBDIVISION  
FORMERLY TRACTS A1, C-1, C-2 OF M.S. 207 AND A PORTION OF M.S. 207; LOTS MK8 AND MK9  
OF THE MICKELSON TRAIL AND SCHOOL LOT 23  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA  
LOCATED IN THE NE¼ OF SECTION 27, T6N, R3E, B.H.M.

PROBATE LOT 299

SCHOOL LOT 23

TRACT 2  
0.900 Acres ±

DEDICATED PUBLIC RIGHT OF WAY  
0.282 Acres ±

SCHOOL LOT 23

TRACT 1  
2.282 Acres ±

SCHOOL LOT 34

LOT MK10

LOT MK7

LOT MK9

LOT MK8

MOLLMAN SUBDIVISION  
TRACT C-2

M.S. 207  
TRACT C-1

TRACT A1

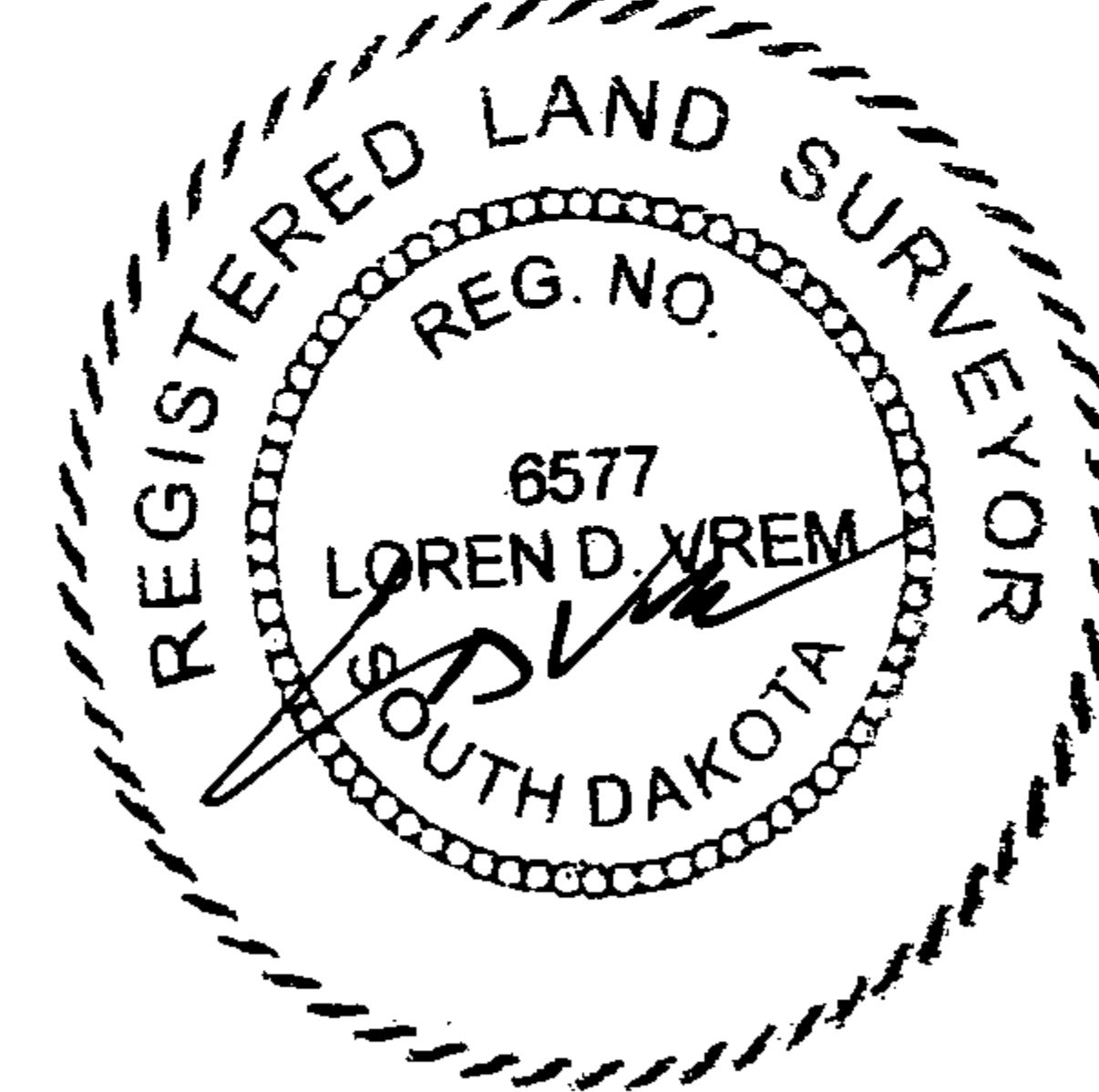
C/L 25' WIDE PUBLIC  
ACCESS & UTILITY EASEMENT

C/L 10' WIDE  
WATER LINE EASEMENT

CLAIM JUMPERS TRACT 2A

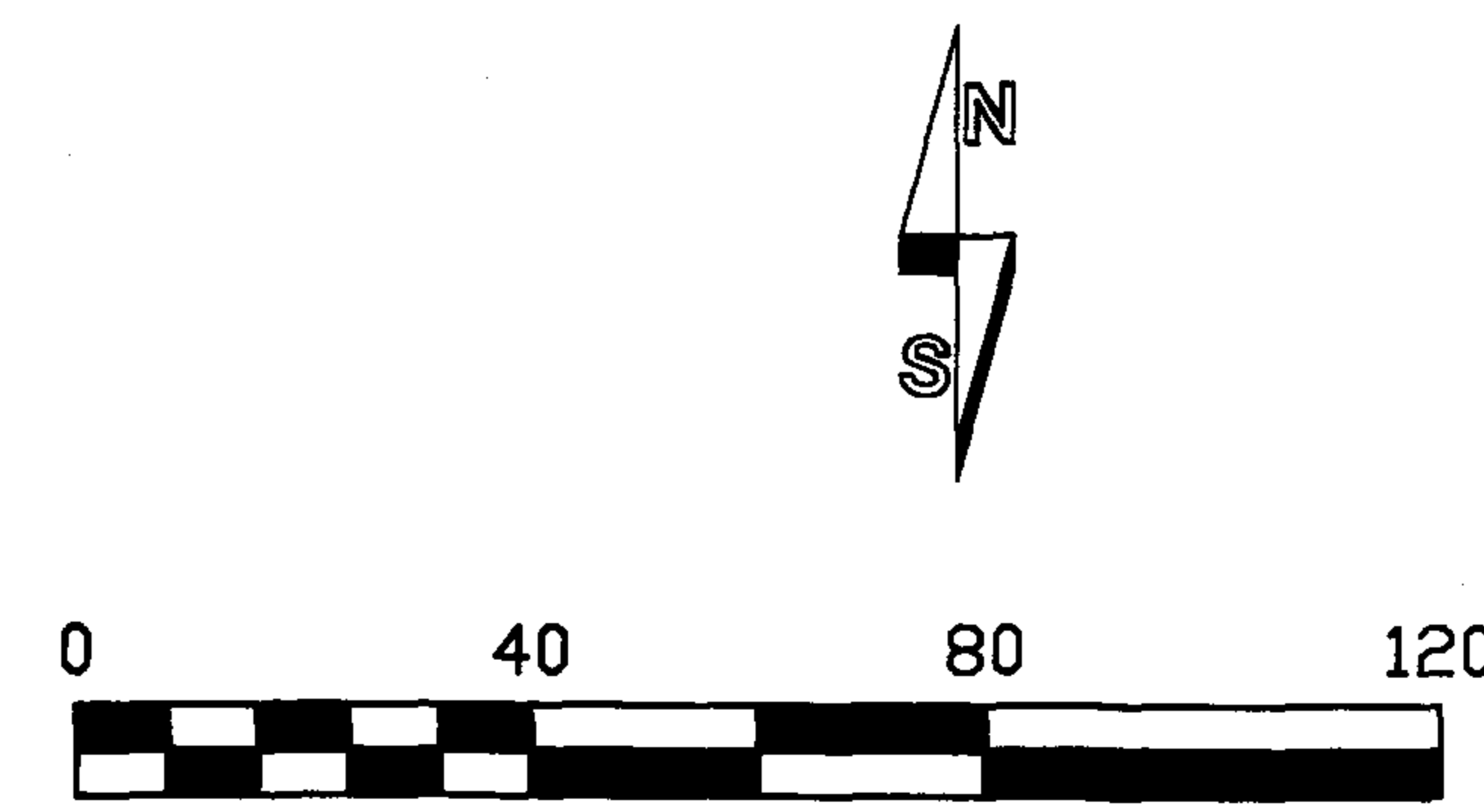
OWNERS:  
SOUTHSIDE SERVICE INC.  
171 CHARLES ST.  
DEADWOOD, SD 57732

CITY OF DEADWOOD  
108 SHERMAN ST.  
DEADWOOD, SD 57732



LINE	BEARING	DISTANCE
L1	S 47°15'50" W	21.60'
L2	S 47°15'50" W	15.63'
L3	S 79°57'27" W	12.61'
L4	S 79°57'27" W	2.88'
L5	N 31°18'04" W	14.57'
L6	S 31°18'04" W	26.83'
L7	S 79°21'15" W	9.10'
L8	S 71°41'41" E	33.06'
L9	S 71°41'41" E	22.25'
L10	S 71°41'41" E	23.83'
L11	S 09°56'47" E	12.33'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.81'	33.18'	32.01'	S 74°06'14" E	53°05'03"
C2	458.88'	93.20'	93.04'	N 73°32'08" E	11°38'13"
C3	458.88'	54.49'	54.46'	N 64°18'55" E	6°48'14"
C4	110.21'	36.85'	36.68'	N 75°49'47" W	19°09'31"
C5	47.59'	77.10'	68.94'	N 19°50'08" W	92°49'47"
C6	169.71'	49.64'	49.47'	N 34°57'32" E	16°45'34"
C7	346.80'	49.87'	49.83'	N 47°27'30" E	8°14'21"
C8	346.80'	113.07'	112.57'	N 60°55'04" E	18°40'48"
C9	365.67'	33.83'	33.82'	N 72°54'29" E	5°18'03"
C10	378.17'	28.22'	28.21'	N 74°51'34" E	4°16'30"
C11	714.45'	49.12'	49.11'	N 75°01'38" E	3°56'22"
C12	427.18'	51.44'	51.41'	N 76°30'27" E	6°54'00"
C13	402.18'	48.43'	48.40'	S 76°30'27" W	6°54'00"
C14	739.45'	50.84'	50.83'	S 75°01'38" W	3°56'22"



- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)
- NAIL & TASSEL
- REBAR & CAP (LIMBO LS11918)
- REBAR
- △ CORNER NOT SET
- ◆ MAG NAIL



Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

Date:	4/7/2025
Drawn By:	L. D. Vrem
Project No.:	25-20
Dwg. No.:	25-20.dwg

Doc. # 2025-1600 page 1 of 2

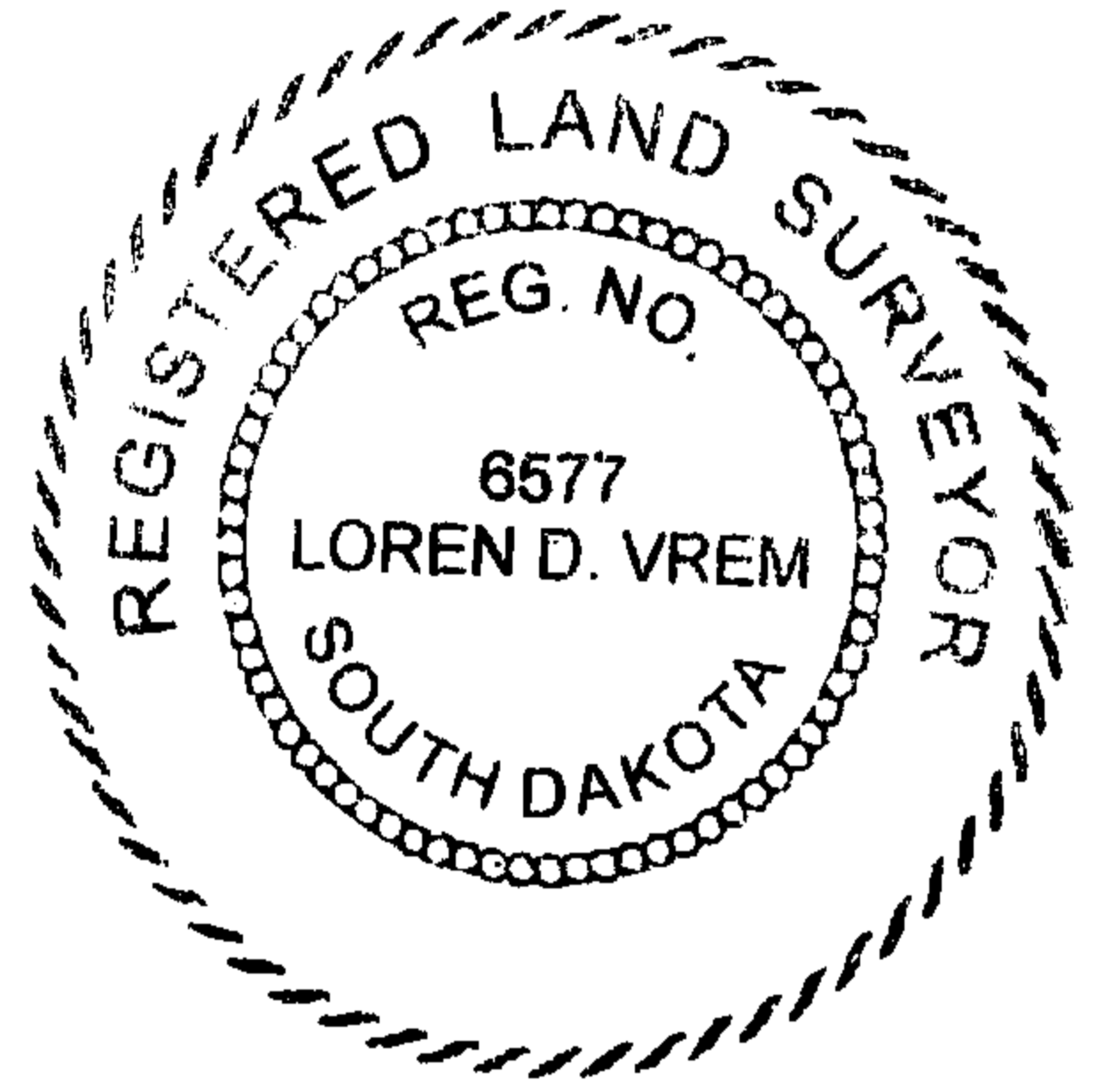
PAGE 1 OF 2

PLAT OF TRACT 1, TRACT 2 AND DEDICATED PUBLIC RIGHT OF WAY OF MOLLMAN SUBDIVISION  
FORMERLY TRACTS A1, C-1, C-2 OF M.S. 207 AND A PORTION OF M.S. 207; LOTS MK8 AND MK9  
OF THE MICKELSON TRAIL AND SCHOOL LOT 23  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA  
LOCATED IN THE NE¼ OF SECTION 27, T5N, R3E, B.H.M.

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 21 DAY OF APRIL, 2025

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



OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

SOUTHSIDE SERVICE, INC., DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: [Signature]

OWNER: Rhonda Mollman

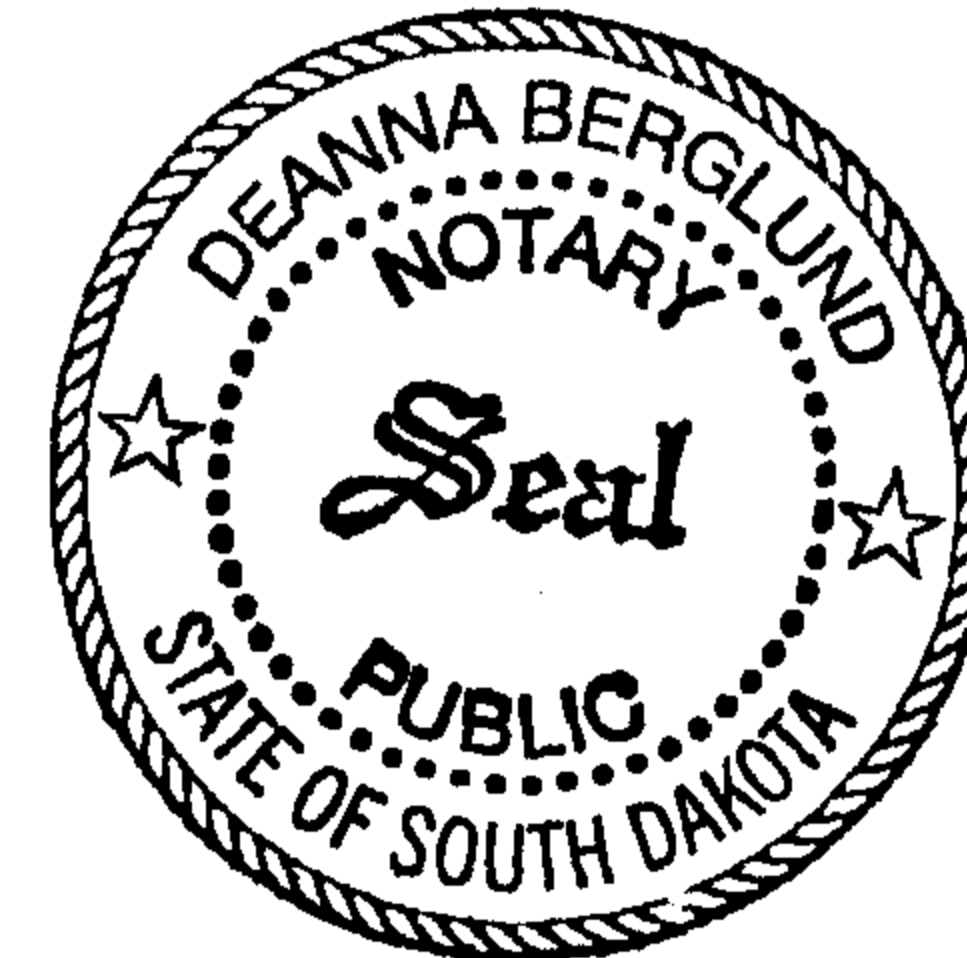
ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

ON THIS 11 DAY OF April, 2025, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED Patrick L. Mollman Rhonda Mollman  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: Sept 2 2029 NOTARY PUBLIC: Deanna Berglund



OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

CITY OF DEADWOOD, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: [Signature]

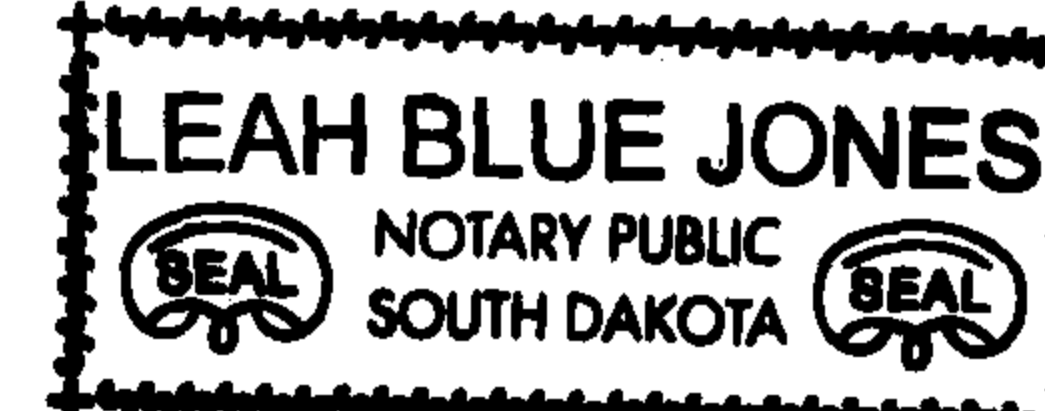
ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

ON THIS 11 DAY OF April, 2025, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED DAVID R. RUTH, JR. MAYOR OF THE CITY OF DEADWOOD  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: MAY 28, 2030 NOTARY PUBLIC: [Signature] LEAH BLUE JONES



My Commission Expires MAY 28, 2030

CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

I, Debara Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2024 TAXES WHICH

ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 28 DAY OF April, 2025

LAWRENCE COUNTY TREASURER: Donnie Marshall Deputy



APPROVAL OF HIGHWAY AUTHORITY  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: [Signature]

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 2nd DAY OF April, 2025

CHAIRMAN: [Signature] ATTEST: [Signature]  
CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA,

DATED THIS 11 DAY OF April, 2025

ATTEST: [Signature]  
FINANCE OFFICER

[Signature]  
MAYOR

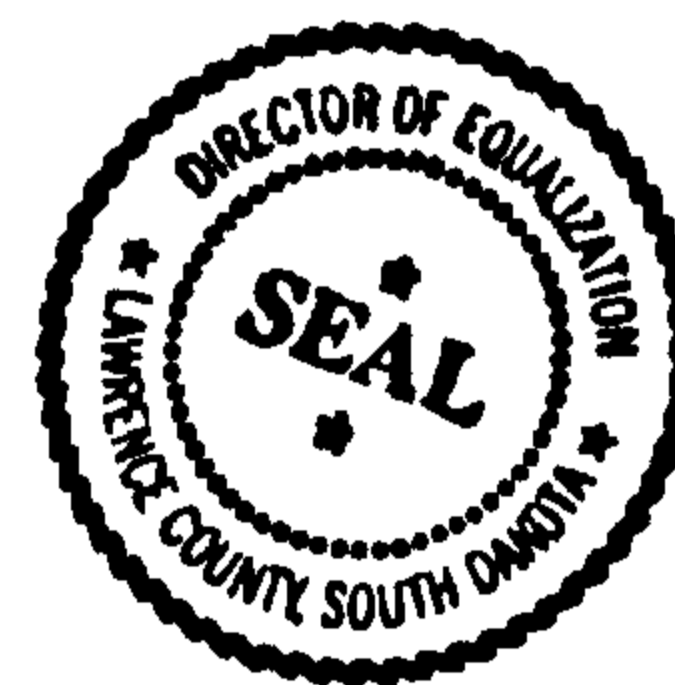


OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS 28 DAY OF April, 2025.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Brett Ruge by Heidi Saxe



OFFICE OF THE REGISTER OF DEEDS  
STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

FILED FOR RECORD THIS 28 DAY OF April, 2025 AT 2:55 P. M., AND RECORDED IN DOC. #2025-1600

LAWRENCE COUNTY REGISTER OF DEEDS: David O. Hansen FEE: \$ 160.00



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

Date:	4/7/2025
Drawn By:	L. D. Vrem
Project No.:	25-20
Dwg. No.:	25-20.dwg

Doc. #2025-1600  
page 2 of 2

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

## **PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration received, DBUH, LLC of 2510 W. 31<sup>st</sup> Street, Yankton, South Dakota 57078, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

Lot R-6A of Block 30 located in the Original Town of Deadwood Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately 1,853 feet by 30 feet, and exists in order to install a water line in the permanent easement. The permanent easement illustrated on Exhibit "A" shall be approximately 3,709 feet by 30 feet with the right of access over the Grantors' remaining property to the extent necessary to access the water line.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

SS.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

## CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor  
City of Deadwood

\_\_\_\_\_  
Date

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

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

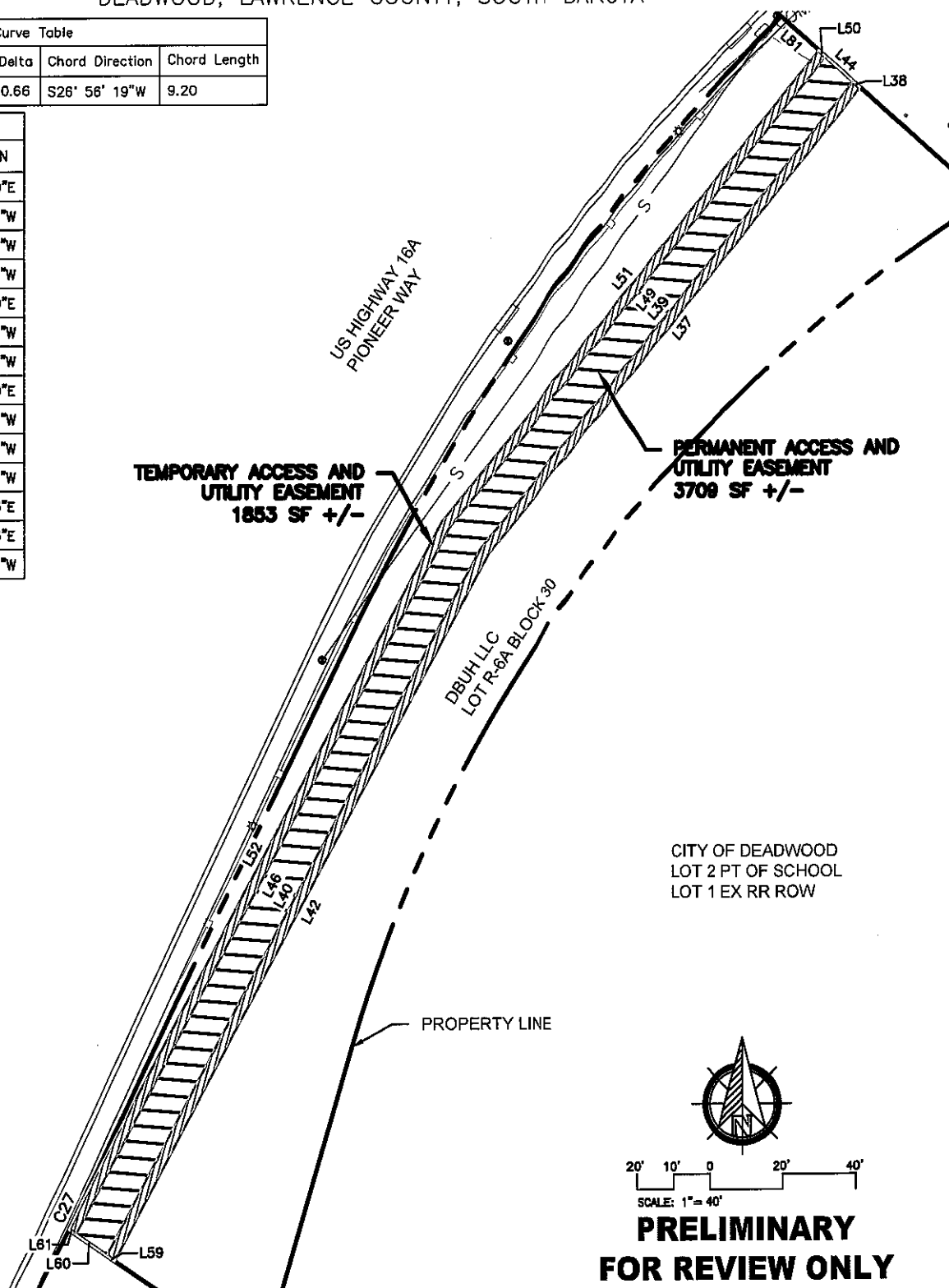
EXHIBIT 'A'

# PERMANENT AND TEMPORARY ACCESS AND UTILITY EASEMENT

LOT R-6A OF BLOCK 30 LOCATED IN THE ORIGINAL TOWN OF DEADWOOD  
SECTION 23, T5N R3E, B.H.M  
DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C27	9.20	794.94	0.66	S26° 56' 19"W	9.20

LINE TABLE		
LINE #	LENGTH	DIRECTION
L37	158.95	N39°40'40"E
L38	2.50	N48°48'01"W
L39	159.26	S39°40'40"W
L40	211.01	S28°25'40"W
L42	211.00	N28°25'40"E
L44	10.00	N48°48'01"W
L46	211.07	S28°25'40"W
L49	160.51	N39°40'40"E
L50	2.50	N48°48'01"W
L51	160.83	S39°40'40"W
L52	201.90	S28°25'40"W
L59	2.51	S56°15'03"E
L61	2.27	S56°15'03"E
L81	13.60	N48°48'01"W



CITY OF DEADWOOD  
LOT 2 PT OF SCHOOL  
LOT 1 EX RR ROW

PROPERTY LINE



20' 10' 0 20' 40'  
SCALE: 1" = 40'

**PRELIMINARY  
FOR REVIEW ONLY**

PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

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

## TEMPORARY ACCESS AND UTILITY EASEMENT

For valuable consideration received, Kanti Patel of \_\_\_\_\_, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

Lot 6 of Block F of the Fargo Addition Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately 43 feet by 30 feet, and exists in order to install a water line in the permanent easement.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

SS.

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

## CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor  
City of Deadwood

\_\_\_\_\_  
Date

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

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

## EXHIBIT 'A'

**TEMPORARY ACCESS AND UTILITY EASEMENT**  
 LOCATED IN LOT 6 OF BLOCK F OF THE FARGO ADDITION  
 SECTION 23, T5N R3E, B.H.M  
 DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L62	15.13	S72°11'15"W
L63	18.03	S89°27'20"E
L64	6.01	N37°01'36"W

FARGO STREET  
R.O.W.

**TEMPORARY ACCESS  
AND UTILITY EASEMENT**  
43 SF +/-

PROPERTY LINE

PATEL, KANTI  
FARGO ADDITION  
LOT 6 OF BLOCK F

35' WIDE ACCESS  
AND UTILITY EASEMENT

L62  
L63  
L64

RAILROAD AVE

35.00'

PROPERTY LINE

PATEL, KANTI  
LOTS 1-8 BLOCK 1  
HOWARDS ADDITION



10' 5' 0' 10' 20'  
SCALE: 1" = 20'

**PRELIMINARY  
FOR REVIEW ONLY**

PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

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

## PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration received, **Gary W. Nelson, as Trustee**, of \_\_\_\_\_, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

Lot D of the South Park of M.S. 335 Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately 1,158 feet by 30 feet, and exists in order to install a water line in the permanent easement. The permanent easement illustrated on Exhibit "A" shall be approximately 1,178 feet by 30 feet with the right of access over the Grantors' remaining property to the extent necessary to access the water line.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

SS.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

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

## CITY OF DEADWOOD

\_\_\_\_\_  
 Charlie Struble-Mook, Mayor  
 City of Deadwood

\_\_\_\_\_  
 Date

STATE OF SOUTH DAKOTA    )  
   ) SS.  
 COUNTY OF LAWRENCE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

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

## EXHIBIT 'A'

**PERMANENT AND TEMPORARY  
ACCESS AND UTILITY EASEMENT**  
LOCATED IN LOT D OF THE SOUTH PART OF M.S. 335  
SECTION 23, T5N R3E, B.H.M  
DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	4.85	18.81	14.78	N18° 29' 05"E	4.84
C28	12.03	212.45	3.25	N6° 11' 06"E	12.03

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	32.05	N08°28'12"E
L65	16.57	N07°48'27"E
L66	12.81	S69°16'29"W
L67	1.47	S09°00'57"W
L68	40.70	S10°52'27"W
L69	53.50	S08°26'00"W
L70	8.50	S45°01'02"W
L71	14.84	N83°50'16"E
L73	39.59	N13°08'50"E
L75	16.07	S69°16'29"W
L79	9.83	N83°50'16"E
L80	110.51	N12°34'51"E

CITY OF DEADWOOD  
DEADWOOD CITY SHOP  
TRACT PORTION OF  
M.S. 242, 335

PROPERTY LINE

**TEMPORARY ACCESS  
AND UTILITY EASEMENT**  
1158 SF +/-

NELSON, GARY W TRUSTEE  
LOTS C&D OF M.S. 335

**PERMANENT ACCESS  
AND UTILITY EASEMENT**  
1178 SF +/-

GUSTAFSON, ARLENE  
LOT 7 & LOT G OF M.S. 335

SAMPSON ST

RAILROAD AVE

PROPERTY LINE



10' 5' 0 10' 20'  
SCALE: 1"= 20'

**PRELIMINARY  
FOR REVIEW ONLY**

PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

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

## PERMANENT ACCESS AND UTILITY EASEMENT

For valuable consideration received, Kanti Patel of \_\_\_\_\_, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

In Tract F M.S. 283 Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The permanent easement illustrated on Exhibit "A" shall be approximately 54 feet by 30 feet with the right of access over the Grantors' remaining property to the extent necessary to access the water line.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

## CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor  
City of Deadwood

\_\_\_\_\_  
Date

STATE OF SOUTH DAKOTA    )  
                                      ) SS.  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

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

## EXHIBIT 'A'

**PERMANENT ACCESS AND UTILITY EASEMENT**

LOCATED IN TRACT F M.S. 283

SECTION 23, T5N R3E, B.H.M

DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	6.22	N52°46'08"W
L2	10.00	S37°13'52"W
L3	4.65	S52°46'08"E
L4	10.12	N46°09'40"E

FARGO STREET  
R.O.W.PATEL, KANTI  
FARGO ADDITION  
LOT 6 OF BLOCK FPATEL, KANTI  
M.S. 283 TRACT F  
INCLUDES LOTS 1  
THRU 5 BLOCK F**PERMANENT ACCESS  
AND UTILITY EASEMENT**  
54 SF +/-

N49°30'46"E 140.93

N58°51'58"E 143.35

35' WIDE ACCESS  
AND UTILITY EASEMENT

35.00'

PROPERTY LINE

RAILROAD AVE

PATEL, KANTI  
LOTS 1-8 BLOCK 1  
HOWARDS ADDITION10' 5' 0 10' 20'  
SCALE: 1"= 20'**PRELIMINARY  
FOR REVIEW ONLY**

PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

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

## PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration received, Twin City Fruit LLC of 206 6<sup>th</sup> Ave., SE, Suite 300, Aberdeen, South Dakota 57401, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

In Tract A of Block 30 Located in the Original Town of Deadwood Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately 400 feet by 30 feet, and exists in order to install a water line in the permanent easement. The permanent easement illustrated on Exhibit "A" shall be approximately 1,032 feet by 30 feet with the right of access over the Grantors' remaining property to the extent necessary to access the water line.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

SS.

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

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

CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor  
City of Deadwood

\_\_\_\_\_  
Date

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

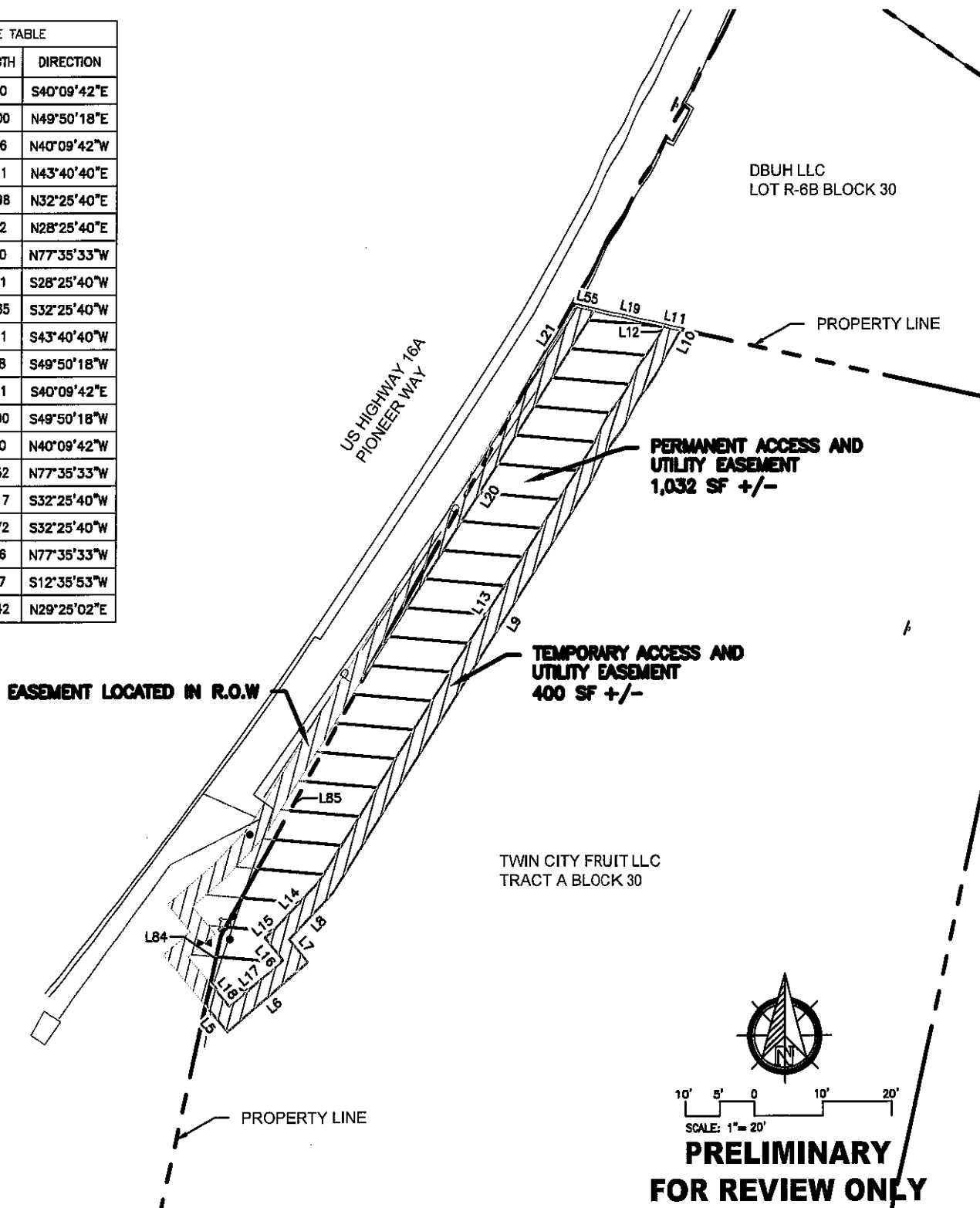
\_\_\_\_\_  
Jessica McKeown  
Finance Officer

EXHIBIT 'A'

# PERMANENT AND TEMPORARY ACCESS AND UTILITY EASEMENT

IN TRACT A OF BLOCK 30 LOCATED IN THE ORIGINAL TOWN OF DEADWOOD  
SECTION 23, T5N R3E, B.H.M  
DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L5	4.80	S40°09'42"E
L6	15.00	N49°50'18"E
L7	4.16	N40°09'42"W
L8	9.11	N43°40'40"E
L9	90.98	N32°25'40"E
L10	2.42	N28°25'40"E
L11	2.60	N77°35'33"W
L12	1.81	S28°25'40"W
L13	90.65	S32°25'40"W
L14	9.21	S43°40'40"W
L15	1.88	S49°50'18"W
L16	4.11	S40°09'42"E
L17	10.00	S49°50'18"W
L18	4.20	N40°09'42"W
L19	10.52	N77°35'33"W
L20	60.17	S32°25'40"W
L21	11.72	S32°25'40"W
L55	2.86	N77°35'33"W
L84	6.87	S12°35'53"W
L85	42.42	N29°25'02"E



PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

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

## PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration received, DBUH, LLC of 2510 W. 31<sup>st</sup> Street, Yankton, South Dakota 57078, herein after referred to as **"GRANTOR,"** and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as **"GRANTEE,"** a perpetual utility easement and temporary construction easement.

The property subject to this permanent utility easement and temporary construction easement is legally described as follows:

Lot R-6B of Block 30 located in the Original Town of Deadwood Section 23, Township 5 North, Range 3 East of the Black Hills Meridian in Deadwood, Lawrence County, South Dakota.

As shown on the attached Exhibit "A," subject to the conditions hereinafter set forth.

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the watermain located upon said property. The easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately 271 feet by 30 feet, and exists in order to install a water line in the permanent easement. The permanent easement illustrated on Exhibit "A" shall be approximately 566 feet by 30 feet with the right of access over the Grantors' remaining property to the extent necessary to access the water line.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's right hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and

acceptance of the property utility line by the City of Deadwood.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR  
LANDOWNERS:

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

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

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

SS.

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

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

## CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor  
City of Deadwood

\_\_\_\_\_  
Date

STATE OF SOUTH DAKOTA    )  
                                      ) SS.  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally appeared Charlie Struble-Mook, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

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

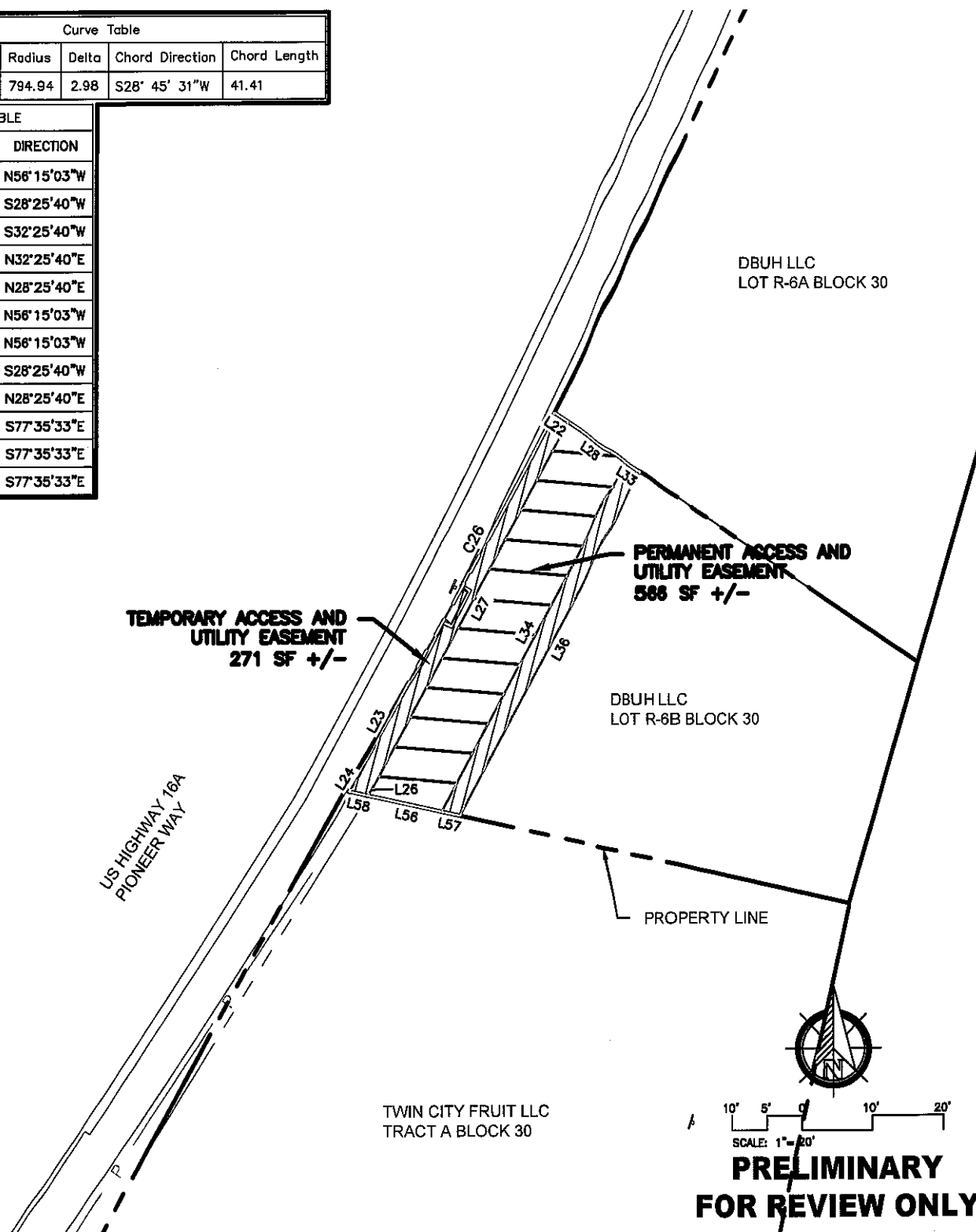
## EXHIBIT 'A'

# PERMANENT AND TEMPORARY ACCESS AND UTILITY EASEMENT

LOT R-6B OF BLOCK 30 LOCATED IN THE ORIGINAL TOWN OF DEADWOOD  
SECTION 23, T5N R3E, B.H.M  
DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C26	41.41	794.94	2.98	S28° 45' 31"W	41.41

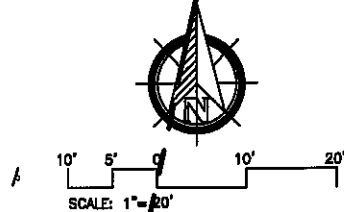
LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	2.27	N56°15'03"W
L23	15.61	S28°25'40"W
L24	2.47	S32°25'40"W
L26	1.65	N32°25'40"E
L27	56.90	N28°25'40"E
L28	10.04	N56°15'03"W
L33	2.51	N56°15'03"W
L34	54.70	S28°25'40"W
L36	53.75	N28°25'40"E
L56	10.52	S77°35'33"E
L57	2.60	S77°35'33"E
L58	2.66	S77°35'33"E



DBUH LLC  
LOT R-6A BLOCK 30

DBUH LLC  
LOT R-6B BLOCK 30

TWIN CITY FRUIT LLC  
TRACT A BLOCK 30



**PRELIMINARY  
FOR REVIEW ONLY**

PREPARED BY:

**TDG**

Towey Design Group, Inc. \* 147 Chisholm Drive \* Box Elder, SD 57719 \* Phone 605.600.3758

#TDG-024-010

## NOTICE OF AWARD

Date of Issuance: **May 6, 2025**  
 Owner: **City of Deadwood** Owner's Project No.:  
 Engineer: **Towey Design Group, Inc.** Engineer's Project No.: **24-010**  
 Project: **Highway 85 Drinking Water Expansion Project**  
 Contract Name: **Highway 85 Drinking Water Expansion Project**  
 Bidder: **Underground Construction, LLC**  
 Bidder's Address: **22418 Dyes Ave., Rapid City, SD 57701**

You are notified that Owner has accepted your Bid dated **April 29, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Highway 85 Drinking Water Expansion Project**  
**Deadwood, SD**

The Contract Price of the awarded Contract is **\$1,684,993.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Deadwood**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Deadwood** ("Owner") and **Underground Construction, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of treated water main, required fittings and surface restoration.**

### ARTICLE 2—THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **This project consists of the installation of approximately 4,625 lf of 12" PVC and Ductile Iron Water Main along with valves, fire hydrants, appropriate fittings, and surface restoration. The new water main will be placed within the Railroad Avenue and Sampson Avenue rights-of-way.**

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Towey Design Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **ENGINEER.**

### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work associated with this project will be substantially complete on or before **November 14, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 28, 2025.**
- 4.03 *Contract Times: Days*
- A. **DELETED.**

4.04 *Milestones*A. **DELETED.**4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and ~~Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,350.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$625.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones*: **DELETED.**
4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. *Bonus*: **DELETED.**4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. **DELETED.**

B. **DELETED.**

C. **DELETED**

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Bid. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment. ~~on or about the [ordinal number, such as 5th] day of each month during performance of the Work~~ Within ten (10) days after the presentation of the application for payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set off), will be submitted by the Owner to the Agency for approval and payment. Upon the Owner receiving funds from the Agency, Owner will pay the amount within ten (10) business days, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

1) **DELETED.**

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **0** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid **starting sixty days** when due will bear interest at the rate of **8** percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 29 sheets with each sheet bearing the following general title: **Highway 85 Drinking Water Expansion Project.**
  7. **DELETED.**
  8. Addenda numbers **1**.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. **None**
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 7.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

**City of Deadwood**

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

**108 Sherman Street**

**Deadwood, SD 57732**

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

**Underground Construction, LLC**

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

**22418 Dyes Avenue**

**Rapid City, SD 57701**

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Email:

License No.:

(where applicable)

State:

\_\_\_\_\_

## PAYMENT BOND

<b>Contractor</b> Name: <b>Underground Construction, LLC</b> Address <i>(principal place of business)</i> : <b>22418 Dyes Avenue</b> <b>Rapid City, SD 57701</b>	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of Deadwood</b> Mailing address <i>(principal place of business)</i> : <b>108 Sherman Street</b> <b>Deadwood, SD 57732</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>HWY 85 Drinking Water Expansion Project</b> <b>Deadwood, SD</b> <b>TDG Project No. 24-010</b> Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Deadwood (“Owner”) and  
Western Construction, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of asphalt parking lot, site grading, parking lot lighting, and final restoration and drainage improvements.

## ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Deadwood Hill Trailhead Parking Lot

## ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by FMG Engineering (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before **October 31, 2025**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

#### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$400.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2.0 percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions.
  - 5. Supplementary Conditions.

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings listed on sheet index.
8. Addenda.
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER: City of Deadwood

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:

102 Sherman Street

Deadwood, SD 57732

CONTRACTOR

Western Construction, Inc.

By: Sandi Michels

Title: VP/CFO

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Susan Gramberg

Title: Accts Payable

Address for giving notices:

224 Founders Park Dr.

Rapid City SD 57701

License No.: 1020-9038-ET



## PERFORMANCE BOND

CONTRACTOR (name and address):

Western Construction, Inc.  
PO Box 771  
Rapid City, SD 57709

SURETY (name and address of principal place of business):

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

OWNER (name and address):

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: May 5, 2025

Amount: \$1,006,911.00

Description (name and location): Deadwood Hill Trailhead Parking Lot; Deadwood, SD

### BOND

Bond Number: 30228526

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 13, 2025

Amount: \$1,006,911.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Western Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By: Sandi Mickley  
Signature

Sandi Mickley

Print Name

Vice President

Title

Attest: [Signature]  
Signature

President  
Title

### SURETY

Western Surety Company (seal)

Surety's Name and Corporate Seal

By: Carrie M McCartney  
Signature (attach power of attorney)

Carrie M McCartney

Print Name

Attorney-In-Fact

Title

Attest: E. Brown  
Signature

Elizabeth Brown, CSR  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



## PAYMENT BOND

**CONTRACTOR** (name and address):

Western Construction, Inc.  
PO Box 771  
Rapid City, SD 57709

**SURETY** (name and address of principal place of business):

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

**OWNER** (name and address): City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: May 5, 2025

Amount: \$1,006,911.00

Description (name and location): Deadwood Hill Trailhead Parking Lot; Deadwood, SD

### BOND

Bond Number: 30228526

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 13, 2025

Amount: \$1,006,911.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Western Construction, Inc. (seal)  
Contractor's Name and Corporate Seal

By: Sandi Mickley  
Signature

Sandi Mickley  
Print Name

Vice President  
Title

Attest: [Signature]  
Signature

President  
Title

### SURETY

Western Surety Company (seal)  
Surety's Name and Corporate Seal

By: Carrie M McCartney  
Signature (attach power of attorney)

Carrie M McCartney  
Print Name

Attorney-In-Fact  
Title

Attest: E. Brown  
Signature

Elizabeth Brown, CSR  
Title

**Notes:** (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael J Maguire, Daniel P Maguire, Kevin G Maguire, Carrie M McCartney, Jesse J Carr, Austin L Olivier, Richard N Maguire, Individually**

of Rapid City, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2023.



WESTERN SURETY COMPANY

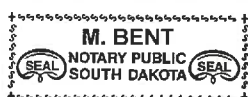
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of May, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263		<b>CONTACT NAME:</b> Tim Gudmundson <b>PHONE (A/C, No, Ext):</b> 605-333-2419 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> tgudmundson@holmesmurphy.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zurich American Insurance Company of IL	
		<b>INSURER B:</b> Navigators Specialty Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1046090580 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO353824501	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP353824601	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CH24EXCZ0HCAJIC	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC353824400	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Excluded Officers under Workers' Compensation (WC000308): Tom Lien Jr., Sandi Mickley, Bart Banks, Nicole Lien

Project: Deadwood Hill Trailhead Parking Lot  
 City of Deadwood (Owner), FMG Engineering (Engineer), any other individuals or entities required by the contract, and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors are Additional Insureds as respects General Liability, Auto Liability, and Excess Liability on a primary and non-contributory basis when required by written contract with the insured, per policy terms and conditions. 30 day notice of cancellation (except for non-payment of premium) applies in favor of the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Deadwood  
 102 Sherman Street  
 Deadwood SD 57732

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kari Coolidge*

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
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This document has been modified to reflect specific conditions of the project.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### **3.03 *Reporting and Resolving Discrepancies***

##### **A. *Reporting Discrepancies:***

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

- C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
  - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

- employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

- them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

## 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

## 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

## 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

## 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

## 6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

## 2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 *Use of Site and Other Areas*

##### *A. Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

## 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## ARTICLE 8 – OWNER’S RESPONSIBILITIES

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

### 8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

### 9.04 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

### 9.05 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

### 9.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

### 9.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to

the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

#### 9.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's

responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and

not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

*C. Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**11.03 Unit Price Work**

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

**12.01 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to

the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and

determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

*14.03 Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

*14.04 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items

- specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
  - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
  - D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
  - E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for

which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

*B. Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

*14.08 Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

*14.09 Waiver of Claims*

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06,

from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price

exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### ARTICLE 16 – DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## ***Concession Agreement***

### CITY OF DEADWOOD CONCESSION AGREEMENT Between THE CITY OF DEADWOOD and CATERING BY DAVE, LLC

THIS CONCESSION AGREEMENT, (hereinafter referred to as the "Agreement"), is entered into between The City of Deadwood operating through its Department of Public Works (hereinafter referred to as the "City") and its Director, and Catering by Dave, LLC, a South Dakota limited liability company, (hereinafter referred to as the "Concessionaire").

#### PART A- SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

##### A-1 GRANT OF CONCESSION

The City hereby grants to the Concessionaire for the full term of this Agreement upon the conditions, limitations, reservations and provisions herein, the exclusive concession right and privilege to operate a year-round business to be located at the Deadwood Event Complex located at 15 Seventy-Six Drive, Deadwood, South Dakota 57732. The Concessionaire shall be entitled to operate a business at said location subject to the terms of this Agreement, which shall consist of food and beverage sales (excluding alcohol); options to operate a full service catering business; the selling of any additional retail goods shall be limited to food and beverage and shall be approved in advance by the Deadwood City Commission.

##### A-2 CONCESSION PREMISES

The Concession Premises shall include buildings within the "Deadwood Event Complex". Such property shall hereafter be referred to as the "Concession Premises" or the "Premises". Concessionaire shall have the exclusive right to the use of the Concession Spaces within the premises buildings, and the rights to the public areas and seating areas to sell food and beverage (excluding alcohol), herewith defined as the "Common Areas" in this Agreement. Map attachment 'A' shows concession premises.

##### A-3 PERIOD OF PERFORMANCE; TERM OF AGREEMENT

This Agreement shall commence upon execution by the Deadwood City Commission and shall be for a maximum of five (5) years. The parties have the option of entering into an additional five (5) year agreement by mutual agreement of CITY and CONCESSIONAIRE based on performance. The annual renewal rate to be paid by CONCESSIONAIRE for the five (5) year period will be determined, changed or adjusted by mutual agreement, in writing, of the parties. If the parties cannot agree to the annual rate prior to the end of the original contract term, the annual rate to be paid by CONCESSIONAIRE shall remain the same for the next five (5) year option. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

## A-4 CONSIDERATION

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire's:

- a. Making monthly payments called for under the terms of this Agreement.
- b. Providing concession equipment and services sufficient to reasonably satisfy the intent of this Agreement that Concessionaire operate a concession for all of the events scheduled at the Deadwood Event Complex.
- c. Satisfying all other conditions and requirements imposed on the Concessionaire by this Agreement.

## A-5 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. "City" means The City of Deadwood and its Department of Public Works, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- b. "Concessionaire" means the party granted exclusive concessionaire rights and privileges under this Agreement.
- c. "Director" as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Director of Public Works or such official's designee.
- d. "Common Areas" shall mean the parking lot, grounds, walkways and public non-restricted seating areas.
- e. "Deadwood Event Complex" shall mean all of the City of Deadwood owned property encompassed by Seventy-six Drive and Crescent Street.

## A-6 RECORDS BOOKS AND DOCUMENTS FOR CITY ACCESS AND AUDIT

- a. The Concessionaire shall maintain at the Concession Premises a separate set of books, records, documents and other evidence reflecting all business activity conducted at the Concession Premises, including cash register tapes, credit card charge records and any other such data which in the sole opinion of the Director sufficiently and properly reflect the receipt of funds by Concessionaire from all sources and applicable taxes collected and remitted.

Concessionaire's records shall also reflect all expenditures by Concessionaire in the performance of its duties under this Agreement. These records shall be subject to inspection by the City, with or without notice, and to review and audit by the Department, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

- b. Upon the request of the City, the Concessionaire shall promptly provide, at Concessionaire's expense, all data determined by the City to be reasonably necessary to enable the City to fully comply with any and every requirement of the State of South Dakota or the United States of America for information or reports relating to this Agreement and to the Concessionaire's use of the Concession Premises. Such data shall include, if required, a detailed breakdown of the Concessionaire's receipts and expenses.
- c. The Concessionaire shall retain all books, records, documents, cash register tapes, credit card records and other material relevant to this agreement for two (2) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this provision at such times and on such forms as the City may require furnished periodic reports.
- d. Concessionaire shall not commingle with the records of the Concession business permitted under this Agreement, with records of any business conducted at a location outside the Concession Premises.
- e. The Concessionaire shall enter all sales on a type of cash register that contains a tape that records and identifies the date, type of sale, and the amount of each transaction; that is equipped with a cumulative, non-alterable accounting control mechanism.
- f. Concessionaire shall not change record keeping methods or change or discontinue use of a cash register, without the Director's written authorization.

#### A-7 FINANCES/PAYMENTS

- a. Monthly Percentage Payment to the City  
On or before the 10th day of each month, the Concessionaire shall remit to the City as a Concession Fee and record of the gross receipts for each month in which the Concessionaire is authorized to engage in business under this Agreement, a sum equal to ten percent (10%) percent of Concessionaire's Gross Receipts for each event. Gross Receipts are defined as revenues received by Concessionaire from all sources for activities conducted on the Concession Premises pursuant to this Agreement. Also, on or before the 10<sup>th</sup> day of each month, Catering by Dave shall remit to the City as a monthly rental fee of one thousand and NO/100ths dollars ( \$1,000.00) for the above term. In addition, Concessionaire shall be responsible for and make timely payment of the costs of utility services to the premises during the term of this agreement.
- b. Place of Payment  
All payments to the City shall be paid to The City of Deadwood Finance Office, 102 Sherman Street, Deadwood, SD 57732. A written statement prepared by Concessionaire on forms approved by the City shall accompany each payment, reflecting receipts received, less sales taxes collected.

**A-8 OPERATION AND SERVICES****a. Concession Services**

The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.

**b. Hours of Operation**

The Concessionaire shall operate and keep the Concession Premises open to the public according to a schedule that has been mutually agreed upon by the Concessionaire and the Director.

**c. Exclusions from Operation**

The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Coordinator.

**A-9 ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Agreement.

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**PART B - GENERAL TERMS AND CONDITIONS****B-1 ACCOUNTING MONTHS AND YEAR**

The Concessionaire shall utilize calendar year accounting year for the business operated at the Concession Premises.

**B-2 ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT**

If any payment is not paid to the City within ten (10) days after the date due, the Concessionaire shall be in breach of this Agreement. In addition to the other remedies available to the City in the event of breach, the Concessionaire shall pay an administrative late charge of Fifty Dollars (\$50.00) shall be added to any such late monthly payment. Provided, however, that the City's acceptance of a late payment charge shall not be in lieu of its other remedies under this Agreement.

**B-3 SECURITY DEPOSIT**

The Concessionaire shall, prior to commencing operation and for the full term of operation hereunder, deposit with The City of Deadwood Finance Office One Thousand Dollars (\$1,000.00), or shall provide in a form acceptable to the City, a contract performance bond payable to The City of Deadwood Finance Office, in the amount of One Thousand Dollars (\$1,000.00) as a security for the faithful performance of and compliance with all the terms and conditions of this Concession Agreement. In the event that the deposit of security with the City for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any concession fees due or to become due under this Agreement, or in any manner release the Concessionaire from any concession fees to be paid, or from any of the obligations herein assumed. If all terms and conditions are fully complied with by the Concessionaire, then any security deposit shall be returned to the Concessionaire at the expiration of this Agreement.

**B-4 PRICE LIST**

The location of points of sale, methods of sale, and prices charged for commodities sold or business transacted on the Concession Premises shall be professionally posted and displayed in full view of the public at all times.

**B-5 UTILITIES**

The City shall pay all charges for water and sewer at the Concession Premises. The Concessionaire shall pay all charges for point of sale, lights, heat, internet connections, and phone service or installations, disconnections, and service calls for any utility serving the Concession Premises. The Concessionaire, at concessionaire's expense, shall obtain a business telephone having at least one telephone line, the telephone number for which shall be publicly displayed at the Concession Premises, and shall be the same number published in all promotional advertising and telephone listings. A cellular phone is acceptable.

**B-6 TAXES**

The Concessionaire shall pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever arising as an incidence of this Agreement.

**B-7 CUSTODIAL/GROUNDS MAINTENANCE OF CONCESSION PREMISES**

Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable.

Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Coordinator. The Concessionaire shall not pay for garbage service during the term of this agreement.

If, after City provides written notice to the Concessionaire of Concessionaire's failure to comply with this Section within five (5) days, Concessionaire fails to take good care of such areas, City, at its option, may do so, and in such event, upon receipt of written statements from City, Concessionaire shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the concession premises for such purposes.

All major and minor repairs necessary to maintain the building (excluding the major structural and infrastructure aspects, and the exterior of the Building), in the concession premises, including the utility, electric and plumbing and other systems and equipment serving the building and the premises in a reasonably good operating condition, as determined by City, shall be performed by Concessionaire at its expense with approval from the Director.

#### **B-8 EQUIPMENT, FURNISHINGS, and EXPENDABLES**

All equipment and other personal property used by the Concessionaire at the City's Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Agreement.

As a courtesy, City shall at no cost to the Concessionaire, provide certain equipment (which shall remain the property of the City) as specified in the City-Owned Equipment List (Attachment B) Nothing in said agreement shall delegate responsibility of providing the necessary equipment to operate the concession to the City. City reserves the right at any time to replace any and all items of City-owned equipment at the concession premises with functionally equivalent equipment.

If, upon termination of the agreement, the City does not renew said agreement, Concessionaire shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the concession premises and shall be allowed a period of (10) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of City.

Concessionaire shall flush all sink drains with hot water at least once a week. Floor sweepings, grease, or debris of any sort shall not be directed down any floor or other sinks. Caustic drain cleaners shall not be used. City will remove drain blockages; however, if in the Director's opinion, said blockage was caused by Concessionaire's failure to observe said procedures, Concessionaire will receive a ten (10) days written notice to correct such deficiencies. If Concessionaire fails to correct such deficiencies by the end of the ten (10) days, the Director may, in its sole discretion, terminate the agreement and all terms and conditions contained therein.

#### **B-9 Signs and Advertisements:**

Concessionaire shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of City property without the prior written approval from the Building Supervisor, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Sign Commission or other appropriate agencies.

Upon the expiration or termination of the agreement, concessionaire shall, at its own expense, remove or paint out, as the Building Supervisor may direct, any and all of its signs and displays on the premises and in connection therewith, and shall restore said premises and improvements thereto to the same condition as prior to the placement of any such signs or displays.

Concessionaire shall place a sign at the facilities, in a prominent place, stating that the concession is operated under a Concession Agreement issued by City through the Department of Public Works.

**B-10 Health Department Compliance**

Concessionaire shall obtain a Health Department License and comply with all Health Department regulations and inspections during the period of this contract.

**B-11 Schedule of Operation**

Concessionaire shall be open for business during all City approved special events scheduled for the Deadwood Event Complex. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

Event Organizers submit application for use of the Deadwood Event Complex a minimum of forty-five days in advance of use of the facility and often months in advance of the use. This allows for planning of the event and coordination amongst all parties involved in the event including the Concessionaire. A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

The City currently has events that have taken place for several consecutive years at the Deadwood Event Complex. These events will require concession service:

- Deadwood Snocross – January
- Back When They Bucked – May
- PBR – June
- NAJA Shrine Circus - June
- Days of 76 Rodeo – July
- Three Wheeler Motorcycle Rally – July
- Badlands Steer Roping – August
- Kool Deadwood Nites – August

Concessionaire must also understand that additional events may be proposed throughout the year and would be added service dates for this agreement. The Chamber will communicate to the concessionaire as soon as possible when an additional event has been added to the schedule; again the City currently requires a forty-five day in advance application.

## B-12 INSURANCE

The Concessionaire shall secure and maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of South Dakota, as follows:

- a. Fire and Extended Coverage Insurance: A policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance in forms and with insurance companies approved by the City Attorney and City Risk Manager providing coverage of not less than the full replacement value of the Premises, which value shall be determined by the Concessionaire and the City.

Any loss under such insurance shall be payable to the City, and shall be applied to the cost of rebuilding, repairing, replacing, or restoring the Concession Premises.

- b. General Liability Insurance

A policy for commercial General Liability insurance, primary to any other insurance, and under which:

- (1) Liability limits shall be in at least the following amount(s):  
\$1,000,000 bodily injury, each occurrence, and \$500,000 property damage, each occurrence, or \$1,000,000 combined single limit bodily injury and property damage; provided, that in the event the Director deems such insurance to be inadequate to fully protect the Concessionaire and the City, the Concessionaire shall increase said liability limits and may increase the maximum deductible, all to such amounts as the Director annually shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Concessionaire's insurance is deemed to be inadequate.
- (2) Coverage shall provide against all risk liability for any injury, death, damage and/or loss of any sort sustained by any person, organization or corporation (including the Concessionaire and any of its officers, employees and agents) in connection with any act or omission upon, or use or occupancy of the Premises under this Agreement, and shall include, but need not be limited to the following types (described in insurance industry terminology):
  - (a) Premises operations liability;
  - (b) Blanket contractual liability;
  - (c) Property damage;
  - (d) Independent contractor;

- c. City Named as Additional Insured: The City shall be named as an additional insured in the following manner in all policies of insurance to be secured and maintained pursuant to this Agreement.

The City of Deadwood shall be added as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort whatsoever tangible or intangible including consequential damages sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the Concession Premises, as well as any activity performed by the principal insured under an Agreement with the City.

The coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to The City of Deadwood, Finance Office 102 Sherman Street, Deadwood, SD 57732.

- d. Worker's Compensation: In addition to the above coverage, the Concessionaire shall provide Worker's Compensation coverage for its employees in accordance with South Dakota State laws and Department of Labor rules and regulations.
- e. Evidence of Insurance: The Concessionaire shall deliver to the Director, a copy of all policies required under this Agreement hereof, and all endorsements thereto or other evidence to the reasonable satisfaction of the City Risk Manager that the Concessionaire has secured or renewed and is maintaining insurance as required by this Agreement, as follows:
  - 1. The effective date of this Agreement; and
  - 2. Within five (5) City business days prior to the expiration or renewal date of each such policy; and
  - 3. Within five (5) City business days after the Concessionaire's receipt of a written request therefore.
- f. Assumption of Risk: The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Concessionaire.
- g. Concessionaire's Responsibility: The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder nor to fulfill the Concessionaire's obligations under this Agreement. Notwithstanding said policies of insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers and employees or through use or occupancy of the Concession Premises.

- h. Termination Upon Failure to Insure: Notwithstanding any other provision of this Agreement, the failure of the Concessionaire to comply with the above provisions of this section shall subject this Agreement to immediate termination at the discretion of the Director without notice to any party, if it is necessary to protect the public interest.
- 1. Indemnification: The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within ninety (90) days after a final determination thereof, including a final determination of any appeals.

#### B-13 ASSIGNMENT OF AGREEMENT

The Concessionaire shall not assign or transfer this Agreement, in whole or in part, or otherwise convey any concession right or privilege granted hereunder or any part of the Concession Premises unless the approval of the Director in writing is first obtained.

#### B-14 STANDARDS

The Concessionaire, its agents and employees, shall render courteous service to the public with a view of adding to the public use and enjoyment of the Concession Premises.

The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the operation of the Concession Premises.

#### B-15 CLOSURE OF CONCESSION PREMISES

The City reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the City upon a seven (7) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Director. In the event of any such closure, the City shall post a sign notifying the public of the impending or effective closure. In the event of such closure, the City shall reimburse the Concessionaire for any remaining interest the Concessionaire may have in the Concession Premises measured by Concessionaire's investment in inventory made by Concessionaire within the Concession Premises.

#### B-16 SURRENDER OF PREMISES AND REMOVAL OF CONCESSIONAIRE'S PROPERTY

- a. Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Concession Premises to the City and promptly surrender and deliver to the City all keys that it may have to any and all parts of the Concession Premises.

- b. The Concession Premises shall be surrendered to the City in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the City, or property damaged or destroyed by an insured peril where insurance proceeds have been paid to the City.
- c. The Concession Premises shall be returned free of all of the personal property of Concessionaire and in a neat, clean and in reasonable repair condition.
- d. In the event that after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures the City may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire, and Concessionaire shall reimburse the City for any expense incurred by the City in connection with such removal and storage. The City shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the City; the balance, if any, shall be paid to the Concessionaire.

#### B-17 LIENS AND ENCUMBRANCES

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances of any kind. At the City's request, the Concessionaire shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

#### B-18 ENTRY

The City and its agents may enter the Concession Premises at all reasonable times for the purpose of inspecting or repairing the same, but this right shall impose no obligation upon the City to make inspections to ascertain the condition of the Concession Premises or to make repairs.

#### B-19 NOTICES

Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City at the following address:

City of Deadwood Finance Office  
102 Sherman Street  
Deadwood, SD 57732

And to the Concessionaire at the following address:

Catering by Dave, LLC  
11235 Back Nine Court  
(possible PO Box)  
Lead, SD 57754

**B-20 DEFAULT OR FAILURE OF CONSIDERATION**

The City may terminate this Agreement for cause, and take immediate possession of the Concession Premises in the event that the Concessionaire shall have failed to perform any of the obligations arising under this Agreement and such default or deficiency in performance either:

- a. Was not remedied by the Concessionaire within the time period specified in the City's notice (if any) or otherwise set forth in this agreement to correct the default or deficiency or suffer termination, which period, in each instance, shall be reasonable, given the nature of the default or deficiency and the difficulty of remedying the same; or
- b. Was the subject of two written default notices from the City within the previous six (6) months; provided, that the Concessionaire shall not be in default of any requirement hereof where the Concessionaire's failure to perform in a timely manner has been caused, without fault of Concessionaire, by government delay in the issuance of any necessary government permit.

**B-21 TERMINATION FOR CONVENIENCE**

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either party for convenience, by the giving of advance written notice to the other party. No such termination shall be effective earlier than thirty (30) days after the receipt of the termination notice by the receiving party. Termination under this provision shall not relieve Concessionaire for any duty or obligation owed to the City under the terms of this Agreement.

**B-22 TIME**

If the last day for the performance of any obligation under this Agreement falls upon a non-City business day, including Saturday, Sunday or official city legal holiday, the final day for performance shall be the City next business day.

**B-23 WAIVER**

Absent a specific written waiver signed by the Director, the City shall not be deemed to have waived any right the City has under the terms of this Agreement with respect to any breach or default by Concessionaire. Such a written waiver shall be confined to its specific terms. Waiver of any obligation arising under the Agreement shall not be deemed a waiver of any other provision of the Agreement or of the Concessionaire's full compliance with the terms and conditions of the Agreement. No waiver will be implied from the any knowledge the City may have of any breach, default, or non-compliance by Concessionaire. The City's failure to enforce any provision of this Agreement shall not be deemed as waiver or consent.

**B-24 CHANGES AND MODIFICATIONS**

The parties hereto reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

**B-25 APPROVALS BY THE CITY OR DIRECTOR**

The granting of approval or consent by the Director to any action of Concessionaire does not constitute the taking of any official action, including the granting of approval, by any other City department or official, where other department's or official's action is required by law, ordinance, resolution or rule or regulation.

**B-26 CONDITION OF PREMISES**

The City and Concessionaire acknowledge that they have jointly examined the Concession Premises. Concessionaire accepts the Concession Premises in their present condition as of the date of commencement of this Concession Agreement.

**B-27 SEVERABILITY**

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

**B-28 SUCCESSORS IN INTEREST**

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind the Concessionaire and any and all heirs, successors, executors, administrators, and assigns of the Concessionaire, all of whom shall be jointly and severally liable with the signatory to this Agreement.

*[Signatures and acknowledgements on following pages]*

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s):

Dated this 19th day of May, 2025.

CITY OF DEADWOOD

\_\_\_\_\_  
Charlie Struble-Mook, Mayor

ATTEST:

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

Dated this \_\_\_\_ day of May, 2025.

Catering by Dave, LLC

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

State of South Dakota     )  
  ) SS  
County of Lawrence         )

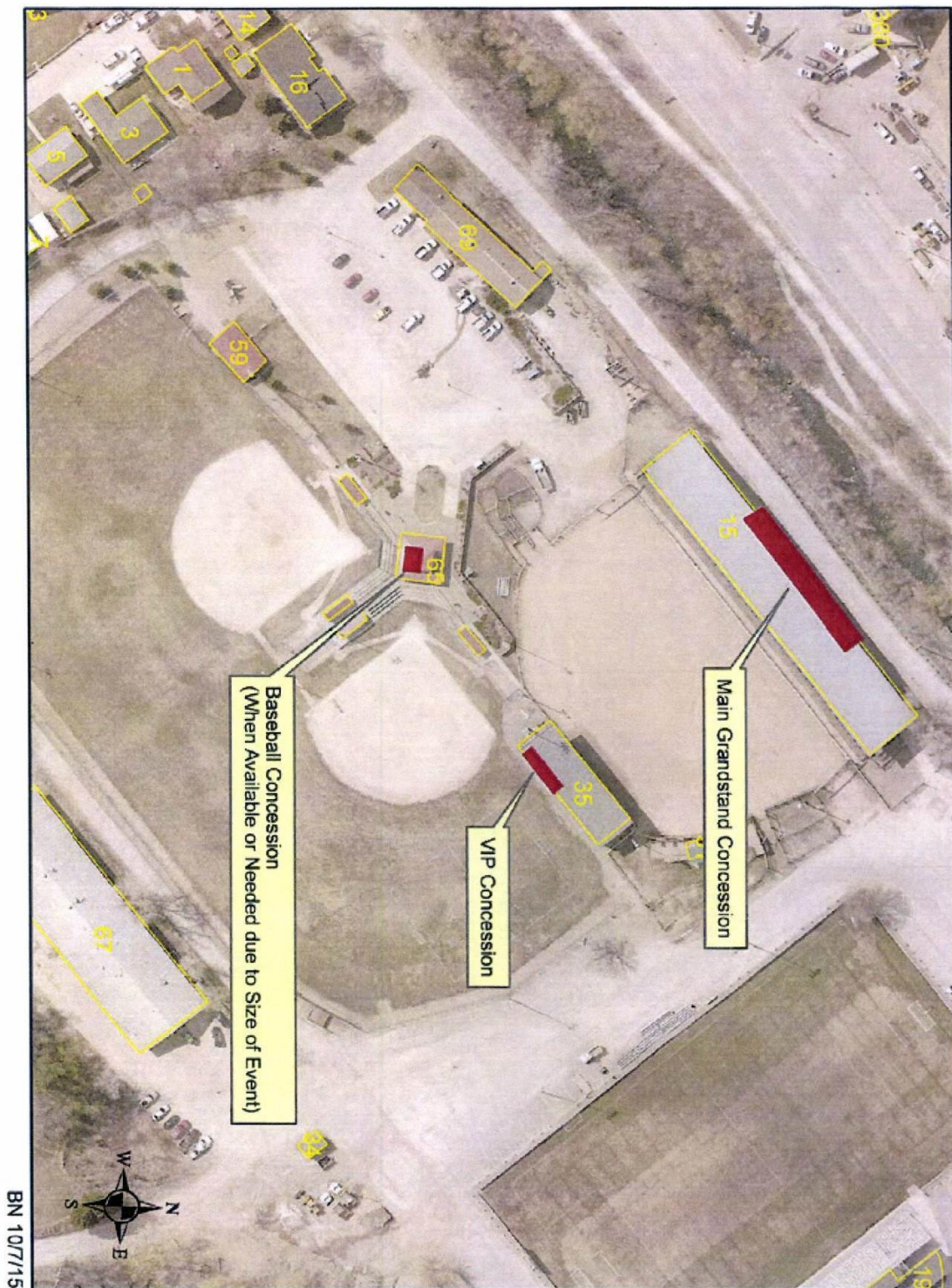
On this \_\_\_\_ day of May, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

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

Attachment A



**Attachment B**  
Concessionaire Agreement

<b><u>QTY</u></b>	<b>ITEM</b>
1	Hoshizaki ice machine
2	70 quart coolers cold plates
3	72 inch wire shelves
3	60 inch stainless tables
2	54 inch wire shelves - black
2	36 inch wire shelves - black
1	Nacho cheese warmer
1	Norlake upright fridge
1	Norlake chest fridge
1	36" grill
1	48" grill
1	2 basket pitco fryer
1	2 lamp food warmer
1	Popcorn machine
1	3 step ladder
1	36 inch gas grill VIP
1	60 inch freezer VIP

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



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

## ***MEMORANDUM***

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**Date:** May 15, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Recommend Contract for Title Research

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The Historic Preservation Office would like to hire Julie Stone as an independent contractor to research, compile and print off paper copies pertaining to the mineral surveys and original townsites in Deadwood's downtown core district. Upon completion, this information will be added to the City's GIS files and used in research pertaining to Boots on Bricks. The cost for this project will not exceed \$15,000.00 dollars and will be paid out of the 2025 Public Education line item.

The Historic Preservation Commission reviewed this request at their May 14, 2025 meeting and recommend hiring Julie Stone to research, compile and print off paper copies pertaining to the mineral surveys and original townsites in Deadwood's downtown core district to be paid out of the Public Education line item.

### **RECOMMENDATION:**

Move to hire Julie Stone to research, compile and print off paper copies pertaining to the mineral surveys and original townsites in Deadwood's downtown core district. The fund will be paid out of the Public Education line item and not exceed \$15,000.00.

**CONTRACT BETWEEN CITY OF DEADWOOD**  
**AND**  
**INDEPENDENT CONTRACTOR**

This Agreement, dated the 19th day of May, 2025, is between the CITY OF DEADWOOD – HISTORIC PRESERVATION OFFICE, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Stone Land Services of Lead, South Dakota, hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

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

**WITNESSETH**

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

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

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

1. The parties agree that it is the IC’s responsibility to provide her own office space and equipment and pay all necessary taxes and insurance including Social Security and workmen’s compensation insurance.
2. IC shall create and provide CITY with one (1) digital copy of the title search database along with the pertinent photocopies generated during the records search in good working order.

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

11. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind or nature expressed or implied.

IN WITNESS WHEREOF, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this 19<sup>th</sup> day of May, 2025.

Dated this 19<sup>th</sup> day of May, 2025.

CITY OF DEADWOOD

By \_\_\_\_\_  
Alea Struble, Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_\_ day of May, 2025.

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

# INDEPENDENT CONTRACTOR

State of South Dakota                    )  
   ) SS  
 County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

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

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



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

## MEMORANDUM

---

**Date:** May 15, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Broken Boot Not-for-Profit Grant Request

---

The Broken Boot Gold Mine has submitted a Not-for-Profit grant to repair the exit tunnel of the mine. The total cost of this project is \$50,350.00. This request is for \$25,463.64.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$25,463.64 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Historic Preservation Commission reviewed this request at their May 14, 2025 meeting and recommend to the City Commission to approve the grant request to the Broken Boot Gold Mine in the amount of \$25,463.64 for repairs to the exit tunnel of the mine.

**RECOMMENDATION:** Move to approve the Not-For-Profit grant to the Broken Boot Gold Mine in the amount of \$25,463.64 for repairs to the exit tunnel of the mine.

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



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

## MEMORANDUM

---

**Date:** May 9, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Days of '76 Inc. Cabin Not-for-Profit Grant Request

---

The Days of '76 Inc. has submitted a Not-for-Profit grant to restore the exterior of the historic log cabin. The total cost of this project is \$16,710.00.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$50,000.00 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Historic Preservation Commission reviewed this request at their May 14, 2025 meeting and recommend approving the grant request to the Days of '76 Inc. in the amount of \$16,710.00 for exterior repairs to the log cabin.

**RECOMMENDATION:** Move to approve the Not-For-Profit grant to Days of '76 Inc. in the amount of \$16,710.00 for exterior repairs to the log cabin.



## **Deadwood Volunteer Fire Department**

**firechief@cityofdeadwood.com • 737 Main Street, Deadwood, SD 57732 • Phone (605) 578-1212**

Date: 5/7/2025

To: Honorable Mayor and Commissioners

From: Deadwood Fire Department

Reference: State of South Dakota Fire School in Watertown

The Deadwood Fire Dept. is requesting permission to send the following firefighters to State Fire School in Watertown SD June 12-14, 2025. The following Deadwood firefighters are Mike Klumm, Sarah Van Tassel, John Beck, Steve Schramm, these firefighters would be leaving on June 12, 2025 and returning back to Deadwood on June 14, 2025. The fire department is also asking for permission for use a city vehicle for transportation to and from Deadwood.

Thank you for your time and consideration.

Regards

Charles Fetter

Fire Technician

Deadwood Fire Dept.



1 Ford Pl - Sturgis, SD 57785  
Phone: (605) 347-3662  
www.scottpetersonmotors.com

Section 6 Item t.



SOLD TO

SHIPPED TO

DEADWOOD TROLLEY COMPANY #4  
102 SHERMAN ST  
DEADWOOD, SD 57732

605-490-2115

RETURN POLICY: No returns on electrical or special order items. All claims and returned goods must be accompanied by this invoice.  
A restocking charge will be applied on all merchandise returned for credit. No returns after 30 days.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, WAREING MOTORS STURGIS, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and WAREING MOTORS STURGIS, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

YOUR PURCHASE ORDER		TERMS		INVOICE DATE		INVOICE NUMBER / PG.	
		NET DUE 30 DAYS		05/09/25		5032282 1 F	
SHIP VIA				SALESPERSONS NAME			
WILL CALL				Justin Bromwich			
QTY.	DESCRIPTION	SOURCE	LIST	NET	AMOUNT		
8	LC3Z 12029 B : COIL ASY - IGNITIO Part interchanges with part# DG587	SPORD	323.64	323.64	2589.12		
8	LC3Z 12286 C : WIRE ASY - IGNITIO Part interchanges with part# WR6167	CF D04	58.18	58.18	465.44		
8	CYFS 12Y T6 : SPARK PLUG Part interchanges with part# SP589	CB D04	8.35	8.35	66.80		
DATE PRINTED		05/09/25		TIME		08:55:51	
PARTS DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Mon - Fri Closed Sat - Sun  <b>Thank You!</b>		SERVICES OR EQUIPMENT				3121.36	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.		SHIPPING					
		C.O.D. CHARGE					
		SALES TAX OR TAX I.D.				XXXXXXXXX5 - RD .00	
		DEPOSIT ON CONTRACT					
		TOTAL				3121.36	
X		A/R DEADTR DEADWOOD TROLLEY CO				3121.36	



## **Deadwood Volunteer Fire Department**

firechief@cityofdeadwood.com • 737 Main Street, Deadwood, SD 57732 • Phone (605) 578-1212

Date: May 9, 2025

To: Honorable Mayor and Commissioners

From: Deadwood Fire Dept.

Ref: Replacement Tires for Engine #2

The Deadwood Fire Dept. is asking for permission for purchase 6 new tires for Engine #2. The current tires have been on the truck since the time of purchasing the truck. With the tires being over 18 years old and also to follow NFPA guideline for tire replacement for emergency vehicles. Tires for Engine 2 were added into the budget for 2025 out of the repair line. This purchase and work would be done at Jerry Greer's Engineering in Central City. At the cost of \$4,271.68.

Thank you for your time and consideration

Regards

Charles Fetter

Deadwood Fire Dept. – Fire Technician



2451 Taggart Road  
Rapid City, SD 57701  
Phone: (605) 716-3440

#### Customer Info

### Deadwood Police Department

100 Sherman Street  
Deadwood, South Dakota 577032  
605-578-1095

# Estimate

#### DATE

5/1/2025

#### ESTIMATE NO.

V1107EST2-050125

#### Project/ Job #

Industrial Computer - Havis Mount Estimate

#### Terms

Valid for 30 Days

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	OnLogic Karbon 801 - i7, 16GB, 512 SSD Wide Temp, Windows 11 Professional	1	\$2,878.70	\$2,878.70
2	Havis Heavy-Duty Dash Mount for 20-24 Ford Police Interceptor Utility	1	\$442.40	\$442.40
3	Havis 12.5" Capacitive Touch Screen Display with Integrated Hub	1	\$1,447.20	\$1,447.20
4	Havis Swivel Arm Mount with 6" Base, 3" Extension	1	\$124.80	\$124.80
5	TG3 BLTX: Ultra Rugged USB Backlit Keyboard with Center Touchpad	1	\$251.55	\$251.55
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32				

Notes:

SUBTOTAL \$5,144.65

SALES TAX

SUB TOTAL

SHIPPING/HANDLING \$165.00

**ESTIMATE TOTAL \$5,309.65**

Thank you for choosing SonTech Vehicle Technologies



**Premier Surfaces**  
 3716 Old Belle Rd  
 Spearfish, SD 57783  
 P: 605-559-0280  
<https://www.premiersurface.net/>

**SaleOrder# 11604**  
**Date: 1/22/2025**

## Sale Order

<b>Bill To:</b>		<b>Install At:</b>		
Lornie Stalder		Job Name: Outlaw Square Lornie Stalder 703 Main St. Deadwood, SD 57732 P: 605-578-2082 M: 605-641-7745 E: lornie@cityofdeadwood.com		
<b>Sales Rep</b>	<b>PO #</b>	<b>Terms</b>	<b>Weight</b>	<b>Prepared By</b>
Anica OConnor		Net 30	0 LBS	Anica OConnor
<b>Description</b>			<b>Quantity</b>	<b>Unit Price</b>
<b>Railings</b>				
Titanium Bronze Leathered (CSI)			38.40 SF	
Material, Templating, Fabrication, & Installation			38.40 SF	
Eased T30			79.20 LF	
Granite Tearout			1.00 EA	
				<i>Subtotal</i>
				\$5,990.85

Subtotal \$5,990.85

Tax (Excise Tax-Excise Tax 2.04%) \$122.21

Total	\$6,113.06
Balance Due	\$6,113.06

**TERMS & CONDITIONS**

By signing this Sales Order, you are acknowledging that the price, material, and all selections contained herein (i.e., sink, faucets, edging) are final. If you wish to make any changes, a newly signed Sales Order with the requested changes will be required prior to scheduling.

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

TRUTH IN LENDING ACT: Payable in full due immediately upon receipt unless otherwise specified. Accounts 30 days past due bear a charge of 1.5% per month. (Effective annual rate of interest is 18%) until paid in full. Accounts 90 days past due are subject to collections and any additional costs incurred.

**NOTICE OF PUBLIC HEARING  
USE OF QUEST LOT**

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 19, 2025, 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:

**Use of Quest Lot**

Motorcycle parking from 4:00 p.m. to 9:00 p.m. Friday, June 27, 2025.

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 5th day of May, 2025.

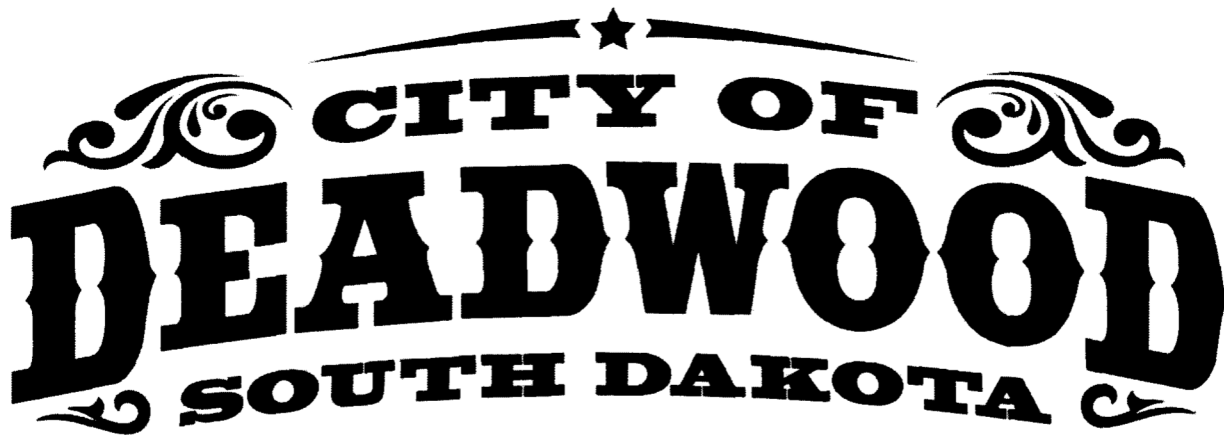
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: May 9, 2025

For any public notice that is published one time:

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



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

Quest Parking Lot / Close down Fire street

**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).

Adopted October 7, 2024

**EVENT INFORMATION**

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Red Knights visit Deadwood Fire Dept/ meal and socialEvent Date(s): June 27 2025 Total Anticipated Attendance: 100-300 people  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 530pm-830pm AM / PM (to): \_\_\_\_\_ AM / PMLocation / Staging Area: Quest Lot parking for BikesSet up/assembly/construction 4pm Start time: \_\_\_\_\_ AM / PMPlease describe the scope of your setup / assembly work (specific details): Using the Quest Lot conc off parking Lot for bike parking.Dismantle Date: June 27 2025 Completion time: 830pm AM / PMList 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: Fire Street June 27 2025  
4pm - 830pm

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

**OPEN CONTAINER**

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Vol Fire DeptChief Officer of Organization (NAME): Charles FetterApplicant (NAME): Charles Fetter Business Phone: (605) 578-1212Address: 737 Main St Deadwood SD 57732  
(city) (state) (zip code)Daytime phone: (605) 578-1212 Evening Phone: (605) 280-3439 Fax #: ( )Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_  
(city) (state) (zip code)

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

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO

YES

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

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

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

This event is with the Red Knights motorcycle group state Chapter in SD  
June 27 through the weekend they will be staying in town as one of there  
many yearly rides. This year they chose Deadwood. Red Knights is a motorcycle-  
group made up of current / Ret Firefighters in the state. There will be  
riders from other state Chapters. Event would be 3 hr to 4hrs long,  
with the fire station as a stop for them to eat and visit. The main food/event-  
will be inside of the fire station. Asking for use of the Quast Lot to  
park bikes and to close down Fire Street during this time of this  
event. Firefighter from DFD would set up cones and take them down  
and clean the parking lot. Have made contact to the banners on Fire  
Street and they were OK with it

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

Adopted October 7, 2024

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

➤ Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

➤ Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☒ GAS      ☒ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....\$200.00

20' by 30' Set up and take down .....\$400.00

20' by 40' Set up and take down .....\$600.00

➤ Booths, Exhibits, Displays or Enclosures.

➤ Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: use trash can at the fire station then haul the rest down to dumps by the street shop

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security: Member of the Fire Dept will help with policing parking lot and clean up after words

Please describe your Accessibility Plan for access at your event by individuals with disabilities: no issues Flat surface from parking lot into the fire station

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

NO YES

☐

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

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

Security Organization Address: \_\_\_\_\_

(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

NO YES

☐

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

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

Number \_\_\_\_\_ Ambulance(s) – How provided? \_\_\_\_\_

Number \_\_\_\_\_ Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: CF

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

Acknowledge acceptance with initial: **cf**

Acknowledge acceptance with initial: **CF**

**Adopted October 7, 2024**

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Will talk to the daycare next door

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO

YES



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

Number of Stages: \_\_\_\_\_

Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_



Will **sound amplification** be used?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM



Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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



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



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

Banners inside of building in the truck bay

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO

YES



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

Facebook

NO

YES



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

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

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

(city)

(state)

(zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Charles Fetter Title: Fire Technician

Charles Fetter Deadwood Vol Fire Dept Date: 4/8/2020  
(Signature of Applicant/Sponsoring Organization)

## 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 19, 2025 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:**

Thursday, July 17, through Monday, July 28 from 10:00 a.m. to 2:00 a.m. daily at the Event Complex.

**Special Full Temporary Liquor License:**

Sunday, July 20 through Saturday, July 26 from 10:00 a.m. to 11:00 p.m. daily at the Event Complex.

**Street Closure for parade:**

Closure of Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to event complex, from 1:00 p.m. until parade ends on Friday, July 25, and Saturday, July 26.

**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 16 through Monday, July 28.

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 5th day of May, 2025.

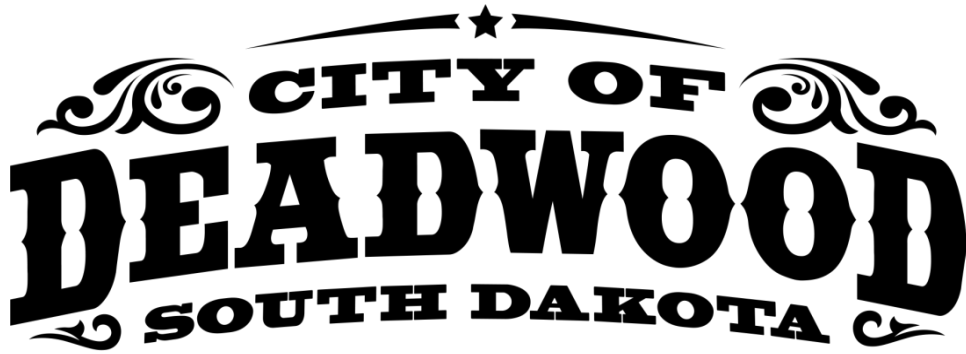
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 9, 2025

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

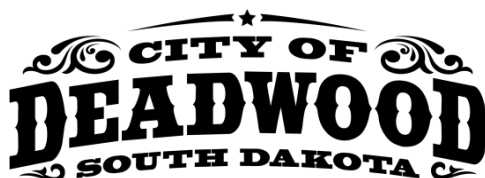
Date of Event: July 20-26 2025

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

### Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76 Inc

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

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

Email Address: deadwoodcr@gmail.com

### Dates Event Complex requested:

Set up Date(s): July 16 Hour(s): \_\_\_\_\_

Event Date(s): July 20-26 Hour(s): \_\_\_\_\_

Clean-up Date(s): July 27-28 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 30,000

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

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

Office use Only

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](http://www.cityofdeadwood.com) or by calling (605) 578-2082.

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

## Additional contacts:

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

Name: Jimmy Mattson Title: President  
 Phone: 605-645-3602 Representing: \_\_\_\_\_

Name: Chris Roberts Title: Member  
 Phone: 605-920-1116 Representing: \_\_\_\_\_

Name: Greg Nelson Title: Member  
 Phone: 605-580-1263 Representing: \_\_\_\_\_

Name: Ted Thompson Title: Member  
 Phone: 605-641-2000 Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

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

## Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
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	\$400 / 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 **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a \$250.00 non-refundable administrative fee. **There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.**

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

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.**

**A Streaming Fee of \$200.00 PER DAY applies IF USED.**

**Tent Rental, which is set and amended by resolution:**

10' by 10' Set up and take down.....\$200.00  
 20' by 30' Set up and take down.....\$400.00  
 20' by 40' Set up and take down.....\$600.00

**Water Usage Fee of \$50.00 per event IF USED.**

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

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

**Please read the Use Guidelines for cancellation and reservation policies.**

<u><b>Fees</b></u>		<u><b>Request to Waive</b></u>	<u><b>Refundable Deposits</b></u>
Event Complex Facilities	\$ <u>1750</u>	<input type="checkbox"/>	Key Deposit \$ <u>100</u>
Add 'l Set-up/Tear Down	\$ <u>625</u>	<input type="checkbox"/>	Damage Deposit \$ <u>2500</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ <u>2600</u>
Tent	\$ <u>1200</u>	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Event Complex Cleaning			(\$100.00 per day) \$ <u>7</u>
And Trash Removal	\$ <u>1750.00</u>		
Cleaning Baseball Field	\$ <u>875.00</u>		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ <u>1000</u>		
Water Usage	\$ <u>50</u>		
<b>Total Fees</b>	\$ <u>7250</u>		

Organization: Days of '76

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:23:50 -06'00'

Date: 4/2/2025

Office Use only:

Date Fees Paid: \_\_\_\_\_

Date Deposit Paid: \_\_\_\_\_

Fees Still Owed: \_\_\_\_\_

Notes:

## Acknowledgement of Use Rules and Regulations

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

Initials CR

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

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

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

Initials CR

#### 7. Outdoor/Animal Events: (Check Acknowledgement)

- ☐ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☐ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials CR

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

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:14 -06'00'

Date: 4/2/2025

## Event Sponsor – Release and Indemnification Agreement

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

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

**103rd Days of '76 Celebration, PRCA Rodeo**

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

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

**Equine Activities**

Initials CR

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:24 -06'00'

Date: 4/2/2025

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

---



---

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

## City of Deadwood Building Rental Rules

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

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

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:35 -06'00'

Date: 4/2/2025

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City reserves the right to bill for additional fees if damages occur.

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:43 -06'00'

Date: 4/2/2025

## Responsibilities to and of the Concessionaire

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

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:51 -06'00'

Date: 4/2/2025

## Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
  - The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an “alternative” to a licensed certified security company, but the “alternative” security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
  - Keys for the facilities will not be issued until this information is received and confirmed.
  - The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- ☒ **YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
- ☐ **NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: Days of '76 Name: Chris Roberts

Title: Member Signature: Chris Roberts Digitally signed by Chris Roberts  
Date: 2025.04.02 11:24:58 -06'00'

Dates/Times Alcohol will be served: July 20th through July 26th, 10am - 11pm each day

Business name who will be serving: Days of '76

## Liability Insurance

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts Policy Type: CGL

Phone: 605-578-3456 Policy No.: 200PA0528

Address: 3025 1st Ave, Ste 3, Spearfish, SD 57783

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

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

## General Business within the Event Complex

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1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office  
445 East Capitol Ave  
Pierre, SD 57501-3185  
(605) 773-3311

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:25:06 -06'00'

Date: 4/2/2025

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## Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts  
Date: 2025.04.02 11:25:13 -06'00'

Date: 4/2/2025

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: Days of '76

### Requirements (If first time renter):

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

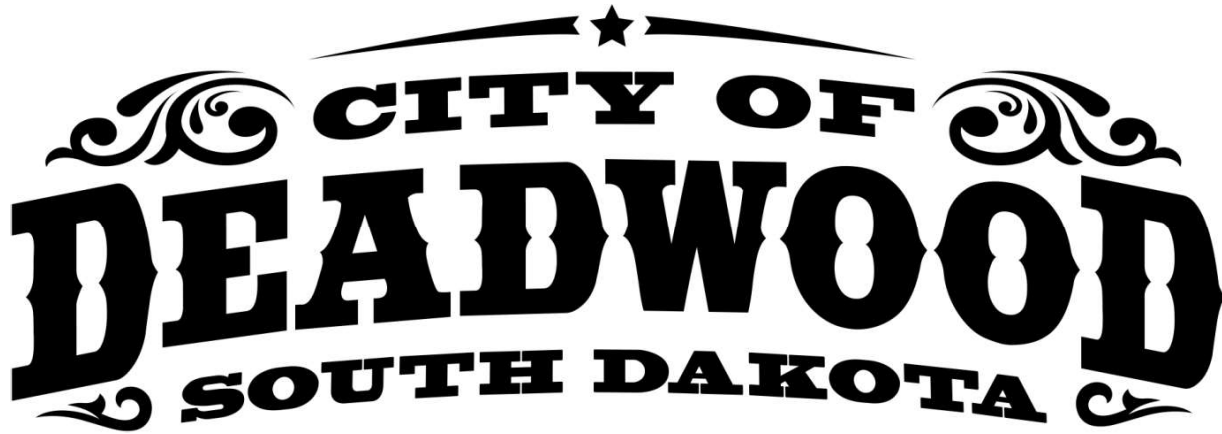
Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: Chris Roberts Digitally signed by Chris Roberts  
Date: 2025.04.02 11:25:23 -06'00' Date: 4/2/2025

Daytime Phone Number: 605-920-1116

Date of your Event(s): July 20-26 Group/Event Name: \_\_\_\_\_



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

**Days of '76 Parade**

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**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).

Adopted October 7, 2024

## EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input checked="" type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: Days of '76 Parade

Event Date(s): July 25 & 26, 2025 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 1:30pm AM / PM (to): 3:00pm AM / PM

Location / Staging Area: Days of '76 Rodeo Grounds

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

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

\_\_\_\_\_

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ AM / PM

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

\_\_\_\_\_

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

## OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024



**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:

Parade will form at the rodeo grounds and enter Highway 14A/85 to downtown Main Street. Parade will travel up Main Street, Left of Pine Street and another left on Sherman Street. The parade will travel North to Highway 14A/85 and proceed back to the rodeo grounds.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☒

YES

☐

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☒☐

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

\_\_\_\_\_  
\_\_\_\_\_

☐☒

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☒☐

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....\$200.00

20' by 30' Set up and take down .....\$400.00

20' by 40' Set up and take down .....\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

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

Requesting a city employee follow the parade route with a street sweeper

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

\_\_\_\_\_

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

\_\_\_\_\_

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

NO YES

☐
☐

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

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

Security Organization Address: \_\_\_\_\_  
(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: 605 920-1116

NO YES

☒
☐

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

\_\_\_\_\_

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

Number \_\_\_\_\_ Ambulance(s) – How provided? \_\_\_\_\_

Number \_\_\_\_\_ Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: CR

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

Acknowledge acceptance with initial: CR

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

\_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

☒
☐

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

☒
☐

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

\_\_\_\_\_

☒
☐

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

☒
☐

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

\_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Print, radio, television, social media

\_\_\_\_\_

NO YES

☒
☐

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

\_\_\_\_\_

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

NAME: Travis Rogers PHONE: 605-920-3966

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyd's of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456      Policy Number: \_\_\_\_\_      Policy Type: CGL

Address: 3025 1st Ave, Ste 3                      Spearfish, SD 57783

(city)                      (state)                      (zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Chris Roberts Title: Director

Chris Roberts Digitally signed by Chris Roberts  
Date: 2025.04.02 11:02:43 -06'00'

Date: 04/02/2025

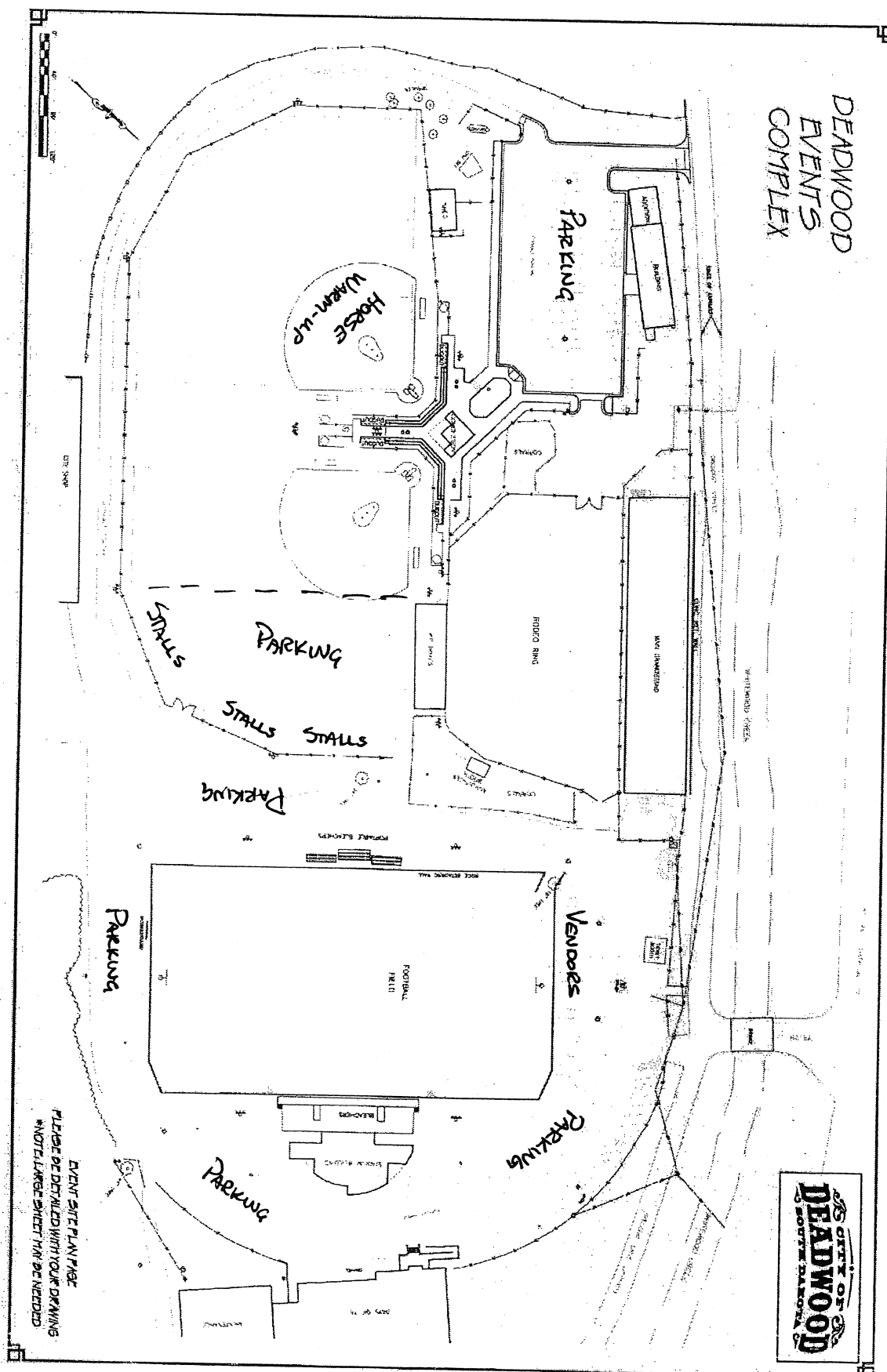
(Signature of Applicant/Sponsoring Organization)

## Days of '76 Request for City Services

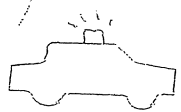
- Setup/teardown coral panels on the outer edge of the baseball field
- Water and Water Tank Truck for proper arena dirt and dust control
- Motor grader (only if needed prior to event to restore arena floor)
- Skid Steer for setup and teardown
- Dump Truck for removal of manure after the event
- Small Sweeper for cleanup throughout the week
- Parks Dept. to pickup trash bags and empty trash cans
- City to set up tents behind bucking chutes (for medical staff)' on baseball field (for contestants), and over the bar adjacent to the baseball concession area

Requesting waiver of any fees associated with the list above. Also requesting waiver of fees associated with the direct usage of the "Event Complex" as well as fees involving vendors we contract with within the guidelines of the concessionaire agreement.

Requesting use of the small baseball field for event personnel parking. The usage would be consistent with past years.



# STREET CLOSURE MAP - PARADE ROUTE

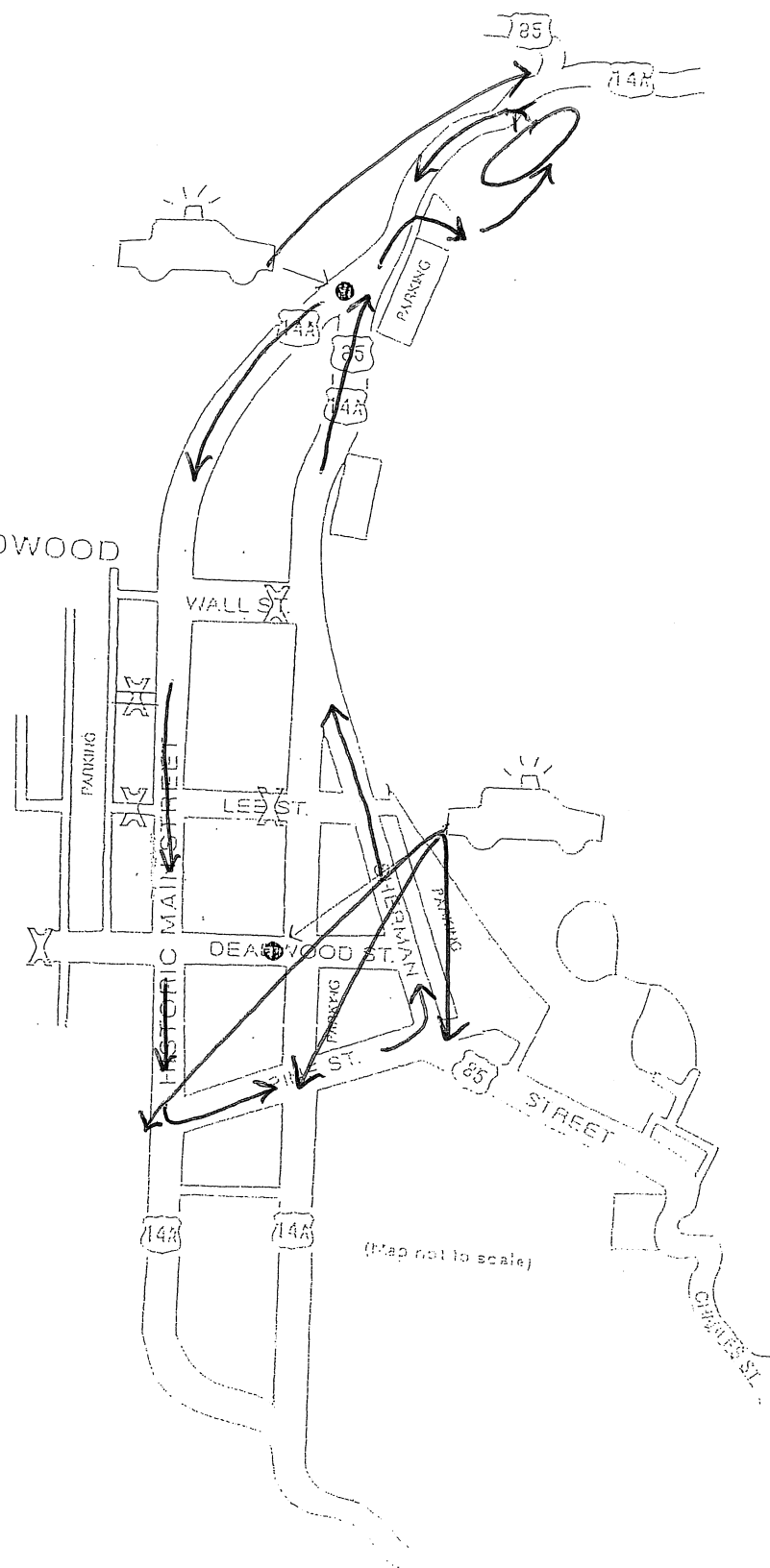


- PATROL CAR



- BARRICADE

DEADWOOD



**NOTICE OF PUBLIC HEARING  
FOR HARLEY DAVIDSON DEMO RIDES  
USE OF WELCOME CENTER**

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 19, 2025 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:

**Use of Welcome Center Lot**

Tuesday, July 29 at 9:00 a.m. through Friday, August 8 at 10:00 p.m. Will be set up on Pioneer Way side of lot using 250' of space.

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 5th day of May, 2025.

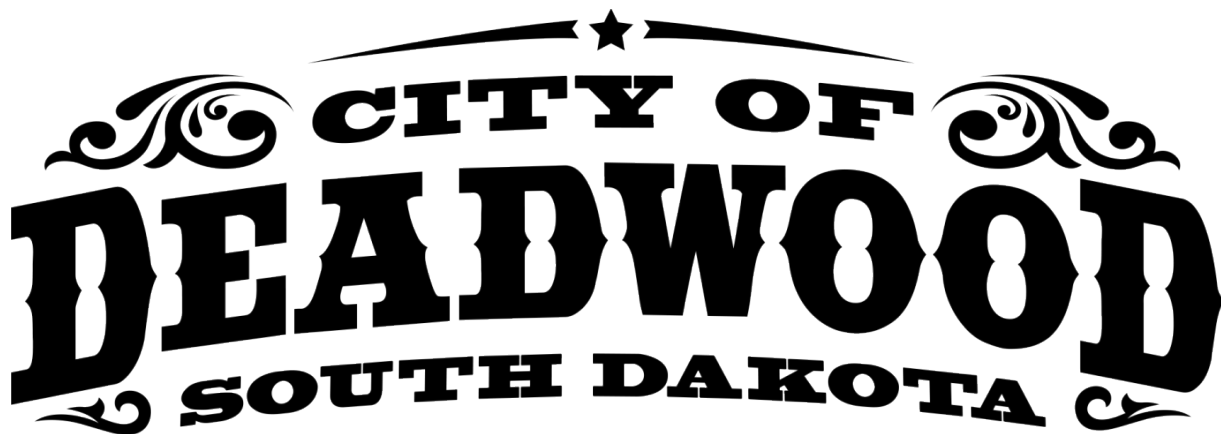
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: May 9, 2025

For any public notice that is published one time:

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



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

Harley Davidson Activation Demo Rides Lower Main Lot July 29-August 8, 2025

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## **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).

Adopted October 7, 2024

## EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Harley Davidson Activation Demo Rides Lower Main Lot July 29-August 8, 2025

Event Date(s): July 29 - August 8, 2025 Total Anticipated Attendance: ?  
 (month, day, year)

(# of *Participants* \_\_\_\_\_ # of *Spectators* \_\_\_\_\_)

Actual Event Hours: (from: 9 am \_\_\_\_\_ AM / PM (to): 5 pm \_\_\_\_\_ AM / PM

Location / Staging Area: Welcome Center - Lower Main lot

Set up/assembly/construction July 28 Start time: 6 am \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Demo Trailer along with motorcycles will be set up in lower main lot on Pioneer Way side, west side of lot using 250' of lot space

Dismantle Date: August 8 Completion time: 10 pm \_\_\_\_\_ AM / PM

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

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

## OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

 Sponsoring Organization: Harley Davidson

 Chief Officer of Organization (NAME): Stacy Blasel

 Applicant (NAME): Wade Morris - aka Bobby Rock Business Phone: 605-210-1780

 Address: 703 Main St Deadwood, Sd 57732

(city)

(state)

(zip code)

 Daytime phone: 605-717-6848

 Evening Phone: 605-641-9162

Fax #: ( )

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

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

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

(city)

(state)

(zip code)

 Contact person "on site" day of event or facility use Scott Pfiefer Pager/Cell #: 414-207-1147

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

### **REQUIRED:**

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

## FEES / PROCEEDS / REPORTING

NO



YES



Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \_\_\_\_\_

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

This is a reoccurring event that has taken place at the Lower Main Lot, it's part of Harley Davidsons Deadwood Activation, which includes events at Outlaw Square. Set up will begin on Tuesday, July 28 at 7 am, with activation event starting on Weds, July 29, through Friday, August 8th. Set up will be in lower main lot on Pioneer Way side, utilizing 1st 3 lanes of the parking lot, approximately 250' of space, up to the first light pole. \*See attached map of layout. Demo rides will be from 9-5 each day.

Signs will be used within lot promoting Demo ride.  
Static bikes on display in front of Welcome Center, 4 total.

Banner placement on Welcome Center facade to promote the demo rides  
\*see attached photo for sample placement. Banner fee will be paid

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

Adopted October 7, 2024

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....\$200.00

20' by 30' Set up and take down .....\$400.00

20' by 40' Set up and take down .....\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: HD Staff will handle the clean up daily at the event

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:  
 HD staff will handle daily security - private security firm hired for overnight

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
Lower main lot is ADA compatible

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

NO YES

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

Security Organization: **Badlands Security**

Security Organization Address: 1109 Snoma Road - Belle Fourche, SD  
(city) (state) (zip code)

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

NO YES

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

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

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

Number N/A      Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Residents and businesses will be notified through Public Hearing notifications \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

☒
☐

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

☒
☐

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

☒
☐

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

☐
☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_  
 Yes banner placement on Welcome center - \*see attached

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Harley Davidson will be promoting event through their marketing \_\_\_\_\_

NO YES

☒
☐

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

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

NAME: Stacy Blasel PHONE: 414-331-8184

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Business Phone: ( ) Policy Number: Policy Type:

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

(state)

(city) (state) (zip code)

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

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

## AFFIDAVIT OF APPLICANT

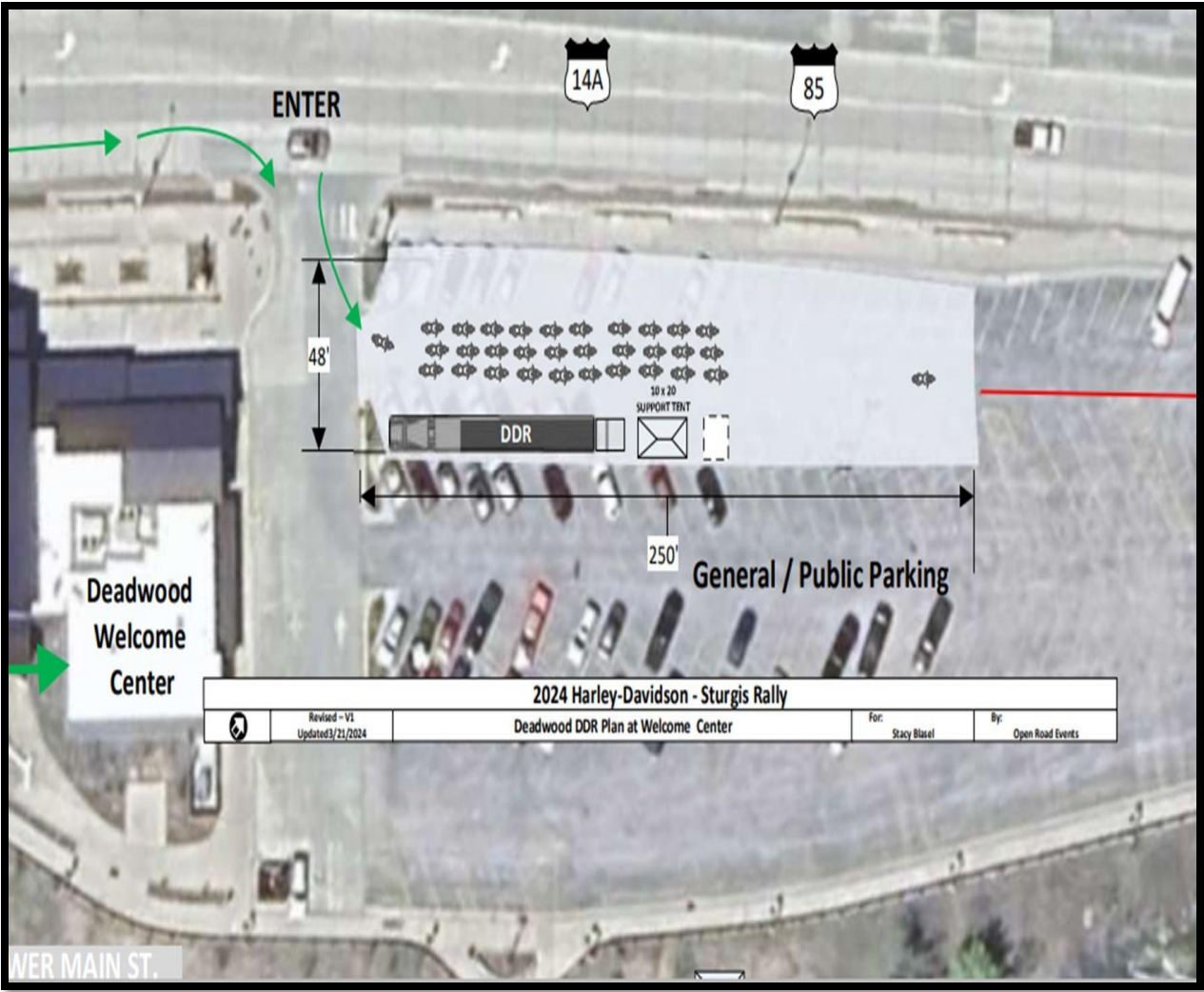
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 4/22/25

(Signature of Applicant/Sponsoring Organization)



**Deadwood Visitor Center – Mesh Signage Start End of July.**



**NOTICE OF PUBLIC HEARING  
FOR OPEN CONTAINER  
HARLEY DAVIDSON RALLY EVENT**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 19, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Open Container Requests:**

Saturday, August 2, Sunday, August 3, Tuesday, August 5, Wednesday, August 6, Thursday, August 7 and Saturday, August 9: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from 10:00 a.m. to 7:00 p.m.

Monday, August 4: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from 3:00 p.m. to 7:00 p.m.

Friday, August 8, 2025: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 – from 10:00 a.m. to 7:00 p.m.

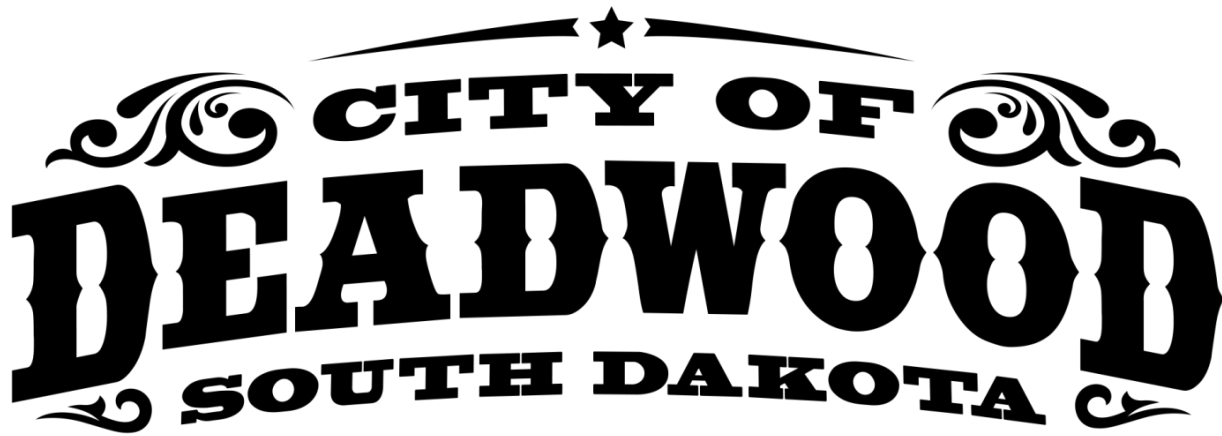
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 5th day of May, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Please Publish: B.H. Pioneer, May 9, 2025

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



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

Harley Davidson Outlaw Square Activation - July 31 - August 9, 2025

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## **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).

Adopted June 1, 2023

**EVENT INFORMATION**

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Harley Davidson Rally Point at Outlaw SquareEvent Date(s): August 1-10, 2025 Total Anticipated Attendance: 300-600 per day  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 10 am AM / PM (to): 6 pm AM / PM)Location / Staging Area: Outlaw SquareSet up/assembly/construction July 31 Start time: 7 am AM / PMPlease describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Static Bike Displays, bars, merchandise tent, surrounding security gates, static sign  
displays, all within the confines of Outlaw SquareDismantle Date: August 10 Completion time: 9 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing  
and time of re-opening: None

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

**OPEN CONTAINER**

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: <u>August 2-3, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 4, 2025</u>	Times: <u>3 pm - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 5,6,7, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 8, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>3</u>
Date: <u>August 9, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Harley DavidsonChief Officer of Organization (NAME): David PattersonApplicant (NAME): Wade Morris/Bobby Ro Business Phone: (605 ) 717-6848Address: 703 Main St - Deadwood SD 57732

(city)

(state)

(zip code)

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

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

Name: Randy BrownAddress: 703 Main St - Deadwood SD 57732

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)

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

**FEES / PROCEEDS / REPORTING**

NO



YES



Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Harley Davidson will have full use of Outlaw Square July 31-August 10, 2025, for their annual activation event during the Sturgis Motorcycle Rally.

Plans are to have scheduled events throughout the week, including bike shows and music. Bands will be performing on the Outlaw Square stage Sat. Sun, Tues, Weds.

Thurs and possible Saturday - 2 pm - 4 pm

Background music will be playing when bands are not

Bars will be set up within the confines of Outlaw Square selling Beer & Wine only, requesting zone 4 open container, with use of zone 3 on Friday -Security gate fencing will be placed around Outlaw Square perimeter with Badlands Security controlling entrance and exits.

2 different food trucks may rotate mid week but will be onsite for the event.

Rocksino beer & wine license will be used for the event.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☐

YES

☒

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☐☒

Will Items or services be sold at the event? If **YES**, please describe: Bike show vendors and ride groups will be selling merch

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☐☒

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

Adopted June 1, 2023

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: Food Trucks on site

\_\_\_\_\_

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 8      Trash Containers w / lids: n/A

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square and HD staff will handle daily trash clean up.

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
**Hired private security and Outlaw Square staff will handle internal security**

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
**Outlaw Square is ADA compatible**

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

NO YES

☐
☒

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

Security Organization: **Badlands Security**

Security Organization Address: **1109 Snoma Rd Belle Fourche, SD**

(city)

(state)

(zip code)

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

NO YES

☒
☐

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

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

Number **n/a** Ambulance(s) – How provided? \_\_\_\_\_

Number **n/a** Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 the public and businesses will be notified through public hearing notifications \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 6 (1 per day)

Type of Music: variety - 2 pm to 4 pm

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 7 pm AM / PM

☐
☒

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: 2 pm AM / PM

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

Production company providing sound

☒
☐

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

☐
☒

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

Yes some banner and static displays will be set up

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☒
☐

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
a wide variety of HD methods

NO YES

☒
☐

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

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

NAME: Randy Brown/Bobby Rock PHONE: 605-717-6848

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Business Phone: ( ) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: 703 Main St - Deadwood SD 57732

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 3/25/24

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
USE OF INTERPRETIVE LOT  
MEDICINE WHEEL RIDERS**

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 19, 2025, 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:

**Use of Interpretive Lot**

Motorcycle parking from 8:00 a.m. to 6:00 p.m. Sunday, August 3, 2025.

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 5th day of May, 2025.

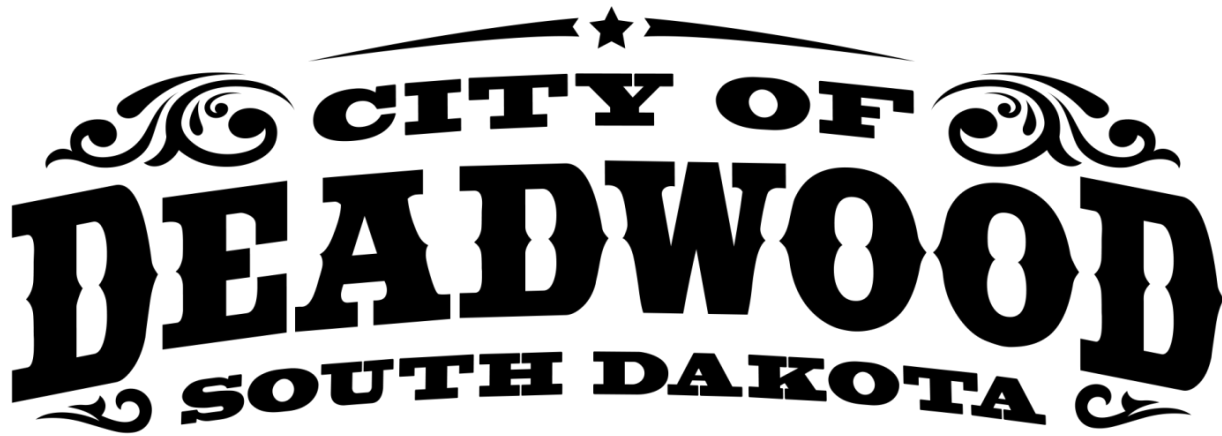
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: May 9, 2025

For any public notice that is published one time:

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



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

Harley Davidson - Medicine Wheel Ride In - Parking - Sunday August 3

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## **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).

Adopted June 1, 2023

**EVENT INFORMATION**

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Medicine Wheel Ride - HDEvent Date(s): August 3, 2025  
(month, day, year)Total Anticipated Attendance: 100(# of *Participants* \_\_\_\_\_ # of *Spectators* \_\_\_\_\_)Actual Event Hours: (from: 11 am \_\_\_\_\_ AM / PM (to): 5 pm \_\_\_\_\_ AM / PM)Location / Staging Area: Outlaw SquareSet up/assembly/construction Interpretive Lot Start time: 8:00 am \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
gating and blocking out half of the Interpretive Lot, closest to Deadwood St. for Medicin  
Wheel Riders parking

Dismantle Date: August 3 Completion time: 6 pm \_\_\_\_\_ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing  
 and time of re-opening: No Street Closures

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

**OPEN CONTAINER**

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): \_\_\_\_\_

Applicant (NAME): Wade Morris aka Bobby Business Phone: (605 ) 717-6848Address: \_\_\_\_\_  
(city) (state) (zip code)Daytime phone: (605 ) 717-6848 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: Brian Myrick 864-404-8389Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Brian Myrick Pager/Cell #: 864-404-8389**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO



YES

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

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

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

The Medicine Wheel Womans Rider will be taking place in Deadwood

Prior to Medicine Wheel Riders arriving, a smaller group ride will be leaving Outlaw

Square at 11 am - we will use Interpretive lot for those riders from 8 - 11

We are requesting half of the Interpretive lot be cordoned off with gates to used for Medicine Wheel Riders parking. Parking will be from 8 am until 5 pm - lot will be reopen at 5 pm.

Security will be in place at the entrance on the Deadwood Street side of the lot.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

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YES

☐

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☒☐

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

\_\_\_\_\_

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☐☒

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up.

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
**Private Security will be on hand and Outlaw Square staff will handle internal issues**

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
**Outlaw Square is ADA compliant**

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

NO YES

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☒

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

Security Organization: **Badlands Security**

Security Organization Address: **1109 Snoma Road Belle Fouche, SD**

(city)

(state)

(zip code)

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

NO YES

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

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

Number **n/a** Ambulance(s) – How provided? \_\_\_\_\_

Number **n/a** Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Residents and businesses will be notified through public hearing notices.**

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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☒

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

Number of Stages: 1

Number of Bands: 2

Type of Music: variety

☐
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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 10 pm AM / PM

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Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

Outlaw Square PA & Powerhouse Sound Production Company

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

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

Harley Davidson banners in place

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
HD will promote through their Marketing channels

NO YES

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☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company:

Agent's Name: \_\_\_\_\_

Business Phone: (        )                      Policy Number:                      Policy Type:

Address:

(state)

(state)

(zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 4/22/25

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
FOR THE DRIFTERS CONCERT  
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 19, 2025, 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:**

Tuesday, August 19: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Tuesday, August 19, 2025.

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.

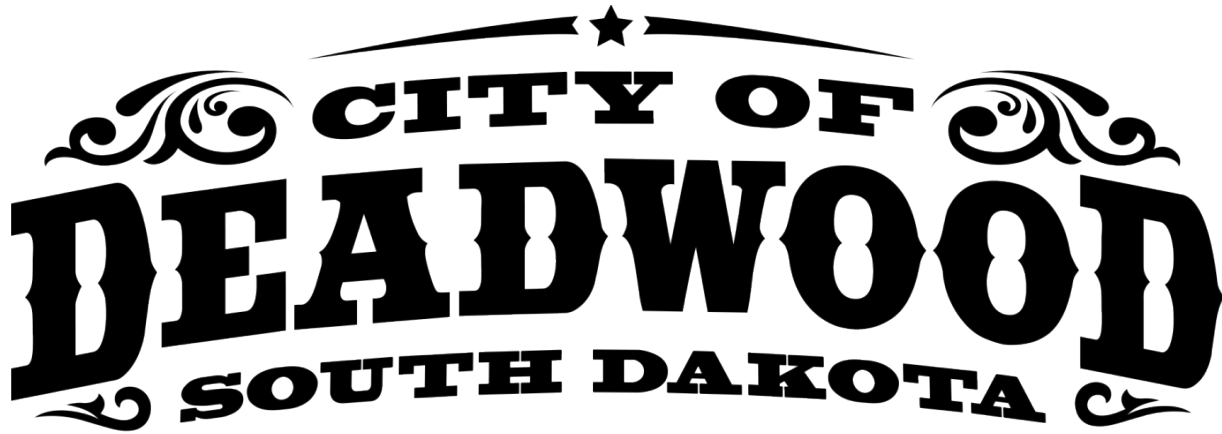
Dated this 5th day of May, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: May 9, 2025

For any public notice that is published one time:

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



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

**The Drifters - Outlaw Square - Tuesday, August 19, 2025**

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**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).

Adopted October 7, 2024

**EVENT INFORMATION**

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: The Drifters - Outlaw Square - Tuesday, August 19, 2025Event Date(s): August 19, 2025 Total Anticipated Attendance: 800  
(month, day, year)(# of Participants 10 # of Spectators 790)Actual Event Hours: (from: 5:30 pm AM / PM (to): 9 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction August 19 Start time: 1 pm AM / PMPlease describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Load in of production equipment and band \_\_\_\_\_Dismantle Date: August 19 Completion time: 11 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street, Main to Pioneer way - Tuesday August 19, 5 pm to 11 pm

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

**OPEN CONTAINER**

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: <u>August 19</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 &amp; 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Outlaw Square - Deadwood Mt. GrandChief Officer of Organization (NAME): Wade Morris - aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-717-6848Address: 703 Main St - Deadwood, SD 57732  
(city) (state) (zip code)Daytime phone: 605-717-6848 Evening Phone: 605-641-9162 Fax #: ( )Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO

☐

YES

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

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

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

This event is a part of the KOOL DEADWOOD NITES week, the concert is presented by The Deadwood Mountain Grand, with Outlaw Square being the host

Concert will take place starting at either 5:30 or 6:30 pm, and will be concluded by 7 or 8 pm.

Requesting Open Container, city wide, Zones 1 & 2 from 5 pm until 10 pm  
Beer or Wine only, served in Chamber open container cups.

Requesting Deadwood St closure from Main st to Pioneer Way 5 pm until 11 pm  
purpose if for additional seating and viewing of the show.  
Deadwood St will be reopened upon completion of Production load out.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....\$200.00

20' by 30' Set up and take down .....\$400.00

20' by 40' Set up and take down .....\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 14

Trash Containers w / lids: N/A

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up and trash removal

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
 Outlaw Square staff will handle crowd control and internal security \_\_\_\_\_  
 \_\_\_\_\_

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

Outlaw Square is ADA compatible

\_\_\_\_\_

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

NO YES

☐

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

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

Security Organization Address: \_\_\_\_\_

(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: 605-717-6848

NO YES



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

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Outlaw Square lighting

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

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

Number N/A      Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Public and businesses will be notified through public hearing notifications \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 1

Type of Music: Oldies

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 5:30/6:30 pm AM / PM – Finish Time: 7 or 8 pm AM / PM

☐
☒

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: 3 pm AM / PM – Finish Time: 4 pm AM / PM

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

Powerhouse Productions is our production company

☒
☐

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

☒
☐

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

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Social media, internet, posters

NO YES

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☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024



**NOTICE OF PUBLIC HEARING  
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING AND  
BANNER FEES FOR DEADWOOD JAM**

**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 19, 2025, 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 Requests:**

Deadwood Street closed from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 18 to 3:00 a.m. on Sunday, September 21.

Siever Street closed from 6:00 a.m. to 10:00 p.m. each day on Friday, September 19 and Saturday, September 20.

**Relaxation of Open Container Ordinance Request:**

Friday, September 19: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, September 20: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

**Request to Waive Banner Fee:**

Request to waive banner fees Friday, September 19 and Saturday, September 20 for event and sponsor banners.

**Permission to Waive Vending Fees:**

Request to waive vending fees for Deadwood Jam on Friday September 19 and Saturday, September 20, 2025.

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

Dated this 5th day of May, 2025.

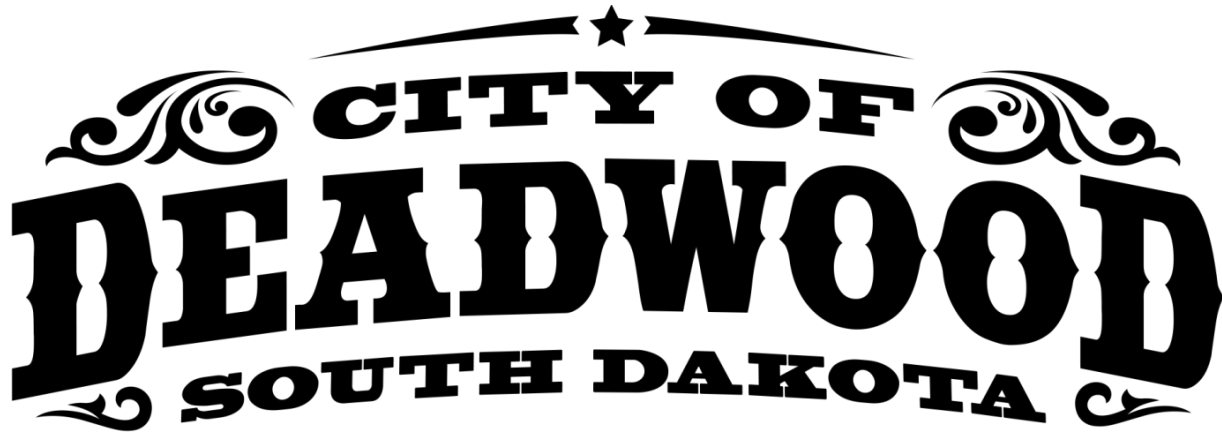
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, May 9, 2025

For any public notice that is published one time:

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



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

**Deadwood Jam 9/19/25-9/20/25**

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**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).

Adopted October 7, 2024

## EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: Deadwood Jam 9/19/25-9/20/25

Event Date(s): 9/19/2025 - 9/20/2025 Total Anticipated Attendance: 3000  
 (month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 5pm 9/19 Noon 9/20 AM / PM (to): 10pm AM / PM

Location / Staging Area: Outlaw Square and Deadwood St.

Set up/assembly/construction 9/18/25 Start time: 8am AM / PM

Please describe the scope of your setup / assembly work (specific details): Deadwood Street closure to allow DMM Systems to unload their semi and set up the stage at Outlaw Square.

Dismantle Date: 9/21 Completion time: 3am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. 9/18 at 8am through 9/21 at 3am.

Siever St. 9/19 and 9/20 for bus parking 6am-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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

## OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: <u>9/19</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>9/20</u>	Times: <u>Noon - 10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024



**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:

Two days of free concerts at Outlaw Square.

Requesting street closure on Deadwood St. Thursday 9/18 @8am - Sunday 9/21 @3am

Requesting street closure on Seiver St. Friday 9/19 and Saturday 9/20 for bus parking  
6am - 10pm

Request to waive vendor fees

Request to waive event banner and sponsor fees

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☒

YES

☐

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☐☒

Will Items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_  
Band and Jam Merch

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☐☒

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....\$200.00

20' by 30' Set up and take down .....\$400.00

20' by 40' Set up and take down .....\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Deadwood Jam Staff will clean up the Square and move trash to the curb or designated area.

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security

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

Accessible

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

NO YES

☐
☒

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche SD 57717

(city)

(state)

(zip code)

Security Director (Name): Friz Carlson

Business phone: 6052101780

NO YES

☐
☒

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

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social and Local media. Newsletter

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO

YES

☐☒

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

Number of Stages: 1

Number of Bands: 10

Type of Music: Mixed Genres

☐☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: noon AM / PM – Finish Time: 10 AM / PM

☐☒

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: 8am AM / PM – Finish Time: 10pm AM / PM

Please describe the sound equipment that will be used for your event: Stage sound. Line array and Subs

☒☐

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

☐☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: Event and sponsor banners. Stage lighting

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO

YES

☐☒

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

Local and social media

NO

YES

☐☒

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

Local Media

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

NAME: Brandon Harvey

PHONE: 605 920 9853

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Business Phone: (        )                      Policy Number:                      Policy Type:

Address:

(state)

(city) (state) (zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Jesse Allen Title: Event Coordinator

Date: 4/22/25

(Signature of Applicant/Sponsoring Organization)

## 2025 Parking Lease Agreement

This Lease Agreement is made and entered into by and between Deadwood Gulch Lodge, Inc, referred to in this Lease as 'DGL' with its principal office at 20622 Fort Meade Way, Sturgis, SD 57785, and the city of Deadwood, South Dakota referred to in this Lease as the 'CITY', 102 Sherman Street, Deadwood, SD 57732

### BACKGROUND

- A. DGL is the owner of certain real property located in the City of Deadwood, South Dakota. The subject real property is commonly known and identified as the (hereinafter "Slag Pile") located in Deadwood, Lawrence County, South Dakota. Legally described as:

Lot 1A, being a subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #95-4048;

AND

Lot 1B-1 and Lot 1B-2, being a subdivision of Lot 1B of the subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #96-3069.

- B. DGL has agreed to grant the CITY rights in and to the real property described in Section A above, subject to the terms, conditions, and limitations of this Lease.

In consideration of the mutual benefits and obligations contained in this Lease the receipt and sufficiency of which is acknowledged the parties agree as follows:

### 1. RENT

CITY covenants to pay DGL the sum of Thirty Thousand Dollars (\$30,000) as total rent for the slag pile. Funding will be paid from Business Improvement District (BID) #8. Said rent will be paid within seven (7) business days of contract being fully executed.

### 2. TERM

- A. The term of this Lease will begin on May 15, 2025, and will end October 15, 2025. The CITY'S access to the property and use of the property under this Lease will allow the CITY to use the property for overflow parking and trailer parking during the term of the Lease.
- B. Either Party may terminate this Lease on fourteen (14) days' written notice to the other. If DGL sells or disposes of the property during the term of the Lease, DGL may terminate the Lease at any time with written notice.

### 3. USE OF PREMISES

- A. DGL grants the CITY a lease to use the area designated on the map attached to and incorporated in this Lease as Exhibit A as a parking area during the term listed in Paragraph 1(a) above and for no other purpose. The CITY will manage and maintain the property in such a manner in no way depreciate the "Value" of the land which is the subject of this lease.

- B. The CITY will maintain and monitor the Slag Pile during the term listed in Paragraph 1(a) above.
- C. The CITY will clean the Slag Pile to its original condition or better at the end of the term.
- D. The CITY will begin due diligence in considering the potential purchase of the property listed in this lease including but not limited to a certified appraisal and possible geotechnical engineering.
- E. DGL has placed a berm and fence to block off portions of the slag pile not accessible for parking. At no time will parking be allowed outside the defined areas set forth by DGL.
- F. The CITY agrees the CITY does not and will not claim, at any time, any interest or estate of any kind or extend whatsoever in the above described property of DGL by virtue of the rights granted under this lease of the CITY'S occupancy or use of the above described property of DGL under this lease.

#### 4. IMPROVEMENT OR ALTERATION

The CITY will erect no structure on the subject property without DGL'S prior consent and approval. Other than appropriate quality signs associated with designating the property's availability, the CITY will not place or permit to be placed any advertising matter upon any part of the subject property or upon any improvement thereon, except as approved by DGL, in writing advance of said placement.

#### 5. COMPLIANCE

The CITY and DGL will comply with all federal, state, and local laws, rules, statutes, regulations, ordinances, guidelines, permits, and requirements applicable to this lease.

#### 6. INDEMNIFICATION

A. The CITY will indemnify DGL, its officers, agents, and employees against all actions, suits, damages, liability, claims, demands, expenses, judgments, fees, and costs of whatever kind or character, arising from, by reason of or in connection with the use of the subject property. The parties intend that DGL, its officers, agents, and employees will not be liable or in any way responsible for injury, damage, liability, loss, or expense to persons or property, from the CITY'S use of the property, or to those the CITY brings onto the property, whether caused by accident or negligence after lease.

B. The CITY assumes full responsibility for any and all damage or injury which may result to any person or property by reason of or in connection with the CITY'S use or the subject property and will pay DGL for any and all damage or injury resulting from the CITY'S activities.

#### 7. RIGHT OF DGL TO USE

DGL reserves the right to be exercised by DGL and any other party who may obtain written permission or authority from DGL to use the premises in any manner as the DGL in the DGL'S sole discretion deems appropriate, provided the DGL uses all commercially reasonable efforts to avoid interference with the use of the premises by the CITY for the purpose specified in Paragraph 2(a.)

#### 8. SURRENDER OF PREMISES

Upon termination of this LEASE the CITY will surrender the subject property in as good a state and condition as it was at the commencement of this lease.

**9. ASSIGNMENT OF LEASE**

The CITY will not transfer or assign this Lease or any interest in this lease without DGL prior written consent.

**10. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this lease unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Lease.

**11. SUPERCESSION**

All other prior discussions, communications, and representations concerning the subject matter of this lease are suspended by the terms of this lease, and except as specifically provided in this lease, this lease constitutes the entire agreement with respect to the subject matter.

**12. REPORTING**

The CITY will report to DGL any event encountered in the course of performance of this lease which results in injury to any person or property, or which may otherwise subject the CITY, or DGL or DGL officers, agents, or employees to liability. The CITY will report any such event to DGL immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to DGL and to make any other report provided for the CITY'S duties or applicable law. The CITY's Obligation to report will not require disclosure of any information subject to privilege or confidentially under law (such as attorney-client communication.) Reporting to DGL under this section will not excuse or satisfy any obligation of DGL to report any event to law enforcement or other entities under the requirements of any applicable law.

**13. AMENDMENT**

This Lease may not be amended except in writing, which writing will be expressly identified as part of this lease and will be signed by an authorized representative of each of the parties.

**14. INSURANCE**

The CITY will furnish DGL the following certificate of insurance and assure that the insurance is in effect for the life of the Lease.

**a. Commercial General Liability Insurance**

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this lease or be no less than \$2,000,000.00.

**15. RIGHT OF INGRESS AND EGRESS**

DGL by and through employees, officers, or agents employed by DGL, will have the right of ingress and egress over the subject property. The CITY will be solely responsible for providing a means of ingress and egress for the CITY'S own use of the subject property.

Dated this 19th day of May, 2025.

CITY OF DEADWOOD

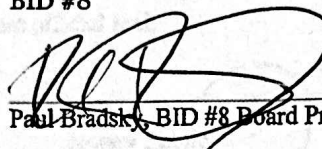
Alea Struble., Mayor

ATTEST:

Jessicca McKeown  
Finance Officer

Dated this 14 day of <sup>MAY</sup>~~June~~, 2025 <sup>5</sup>~~6~~ <sup>PB</sup>

BID #8

  
Paul Bradsky, BID #8 Board President

Dated this 12 day of <sup>May</sup>~~May~~, 2025 <sup>5</sup>~~6~~ <sup>PB</sup>

Deadwood Gulch Lodge, Inc.

By:   
Member

State of South Dakota )

County of Pennington )

) SS

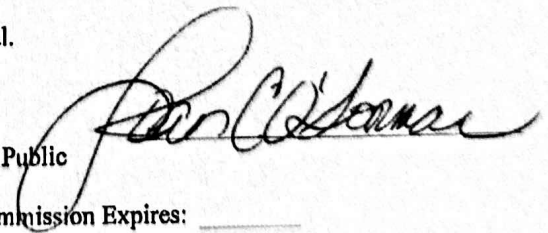
On this 12<sup>th</sup> day of May, 2025, before me, the undersigned officer, personally appeared Paul Bradsky, who acknowledged himself/herself to be the member of DGL, and that such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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

(SEAL)



My Commission Expires  
September 12, 2025

Notary Public 

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

Deadwood Gulch Lodge, Inc

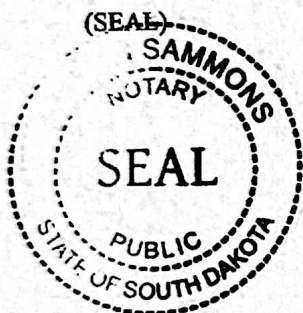
*Rod Woodruff*  
 By: Rod Woodruff  
 Member Stockholder/Secretary

State of South Dakota )

County of Meade) SS  
)

On this 13<sup>th</sup> day of May, 2025, before me, the undersigned officer, personally appeared Rod Woodruff, who acknowledged himself/herself to be the member of DGL, and that such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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



Notary Public

My Commission Expires: April 28, 2026

## ATM PLACEMENT AGREEMENT

Alpha 6, Inc.  
11960 Aspen Trail  
Nemo, SD 57759

Name of Business for Placement: City of Deadwood

Location Address of Proposed ATM Placement:

Deadwood Event Center - 18 Seventy-Six Drive  
Welcome Center / Chamber of Commerce – 501 Main Street  
History and Information Center – 3 Siever St.  
76 Museum – 18 Seventy- Six Drive  
Adams Museum – 54 Sherman St.  
Outlaw Square -703 Main Street  
Seasonal: (May – October)  
    Mt. Moriah Cemetery – 1 Mount Dr.  
    Adams House Gift Shop – 22 Van Buren Dr.

Name of Contact Person at Location: Lornie D. Stalder Public Works Director.

Telephone Number for contact: 605-578-2082

For the purpose of the contract, Alpha 6, Inc. shall be referred to as the Company and City Of Deadwood Shall be referred to as the Contracting Party.

### ***TERMS & CONDITIONS***

1) Company will supply (8 ) ATM(S) cash dispensing machine to the location specified in this contract. This contract is subject to the discretion of The City of Deadwood and Alpha 6, Inc., and shall last for a period of (3) three years with optional 1-year renewals for years 4 and 5, unless the contracting party notifies Company with a 30-day written notice. Company and/or Contracting Company may cancel this agreement without recourse or obligation during this contracting period, due to vandalism, lack of ATM transactions, etc., upon 30 days' written notice.

2) Company agrees to pay Contracting Party the following payment for providing the cash replenishment for the ATM transactions, based upon a surcharge transaction to the ATM customer. The Contracting Party shall receive \$1.00 on each surcharge transaction. All

payments to the Contracting Party shall be made via ACH to be determined by Contracting Party account monthly no later than the 10<sup>th</sup> of each month.

Fee to customers will be \$3.50 per transaction. If this rate changes, it must be preapproved by City Commission and deemed reasonable.

3) Company will pay for delivery, installation and all maintenance. The Company agrees to provide the necessary funds to ensure the ATM does not run out of cash.

4) Contracting Party agrees to provide a 110-volt outlet within two (2) feet of the proposed ATM location. Space for ATM's is 5' tall, 11 ½" wide and 19" deep.

5) If any ATM's are located outside, Company will supply protective Kiosk, which will be color coordinated or wrapped with City approved artwork.

6) Communication for ATM will either be by CAT-5 line or Wireless WTI box determined by site and/or agreement between Company and Contracting Party

7) Contracting party agrees that Company has complete exclusivity for all ATM placements on these properties during this contacting period. No other forms of cash dispersal shall be allowed to compete with this ATM placement during this contracting period.

8) The Contracting Party agrees to provide reasonable security for the ATM's provided by the Company at the location listed above. ATM 's provided by the Company shall remain at the location listed in this contract during the contracting period.

9) The Contracting Party shall provide Company and its representatives with access to the ATM's during normal business hours for normal maintenance and inspection and after hours by agreed on appointment by both parties.

10) Company shall be held harmless from any potential legal disputes from this placement.

11) Contracting Party assumes no liability for damages caused by ATM, damage to ATM, loss or theft of ATM's while on city property.

12) Contracting Party agrees to provide Company adequate locations for placement of outside banners and signage approved by the Contracting Party, the placement of banners and signage shall be in accordance with any local ordinances and approval of Contracting Party. Company and Contracting Party shall approve the proposed ATM location prior to delivery. The Contracting Party agrees to provide adequate locations for inside ATM signs.

13) Company also has a portable ATM that can be used for special events at same payment as listed above, only need 110v power available, and paid by check to Contracting Party.

Agreed to by Agent for Contracting Party:

Print Name: \_\_\_\_\_

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

Agreed to by Agent for Company:

Print Name: \_\_\_\_\_

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

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



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

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## BOARD OF ADJUSTMENT

### CONDITIONAL USE PERMIT – ANNUAL REVIEW

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### Staff Report

**Date:** May 19, 2025  
**From:** Kevin Kuchenbecker  
 Planning, Zoning & Historic Preservation Officer  
**To:** Board of Adjustment  
**RE:** Annual Review - Conditional Use Permit – Bed and Breakfast

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**APPLICANT(S):** Tucker Inn (Shirlene Joseph)  
**PURPOSE:** Annual Review – Conditional Use Permit – Bed and Breakfast Establishment  
**ADDRESS:** 771 Main Street  
 Deadwood, Lawrence County, South Dakota  
**LEGAL DESCRIPTION:** Lots 7 and 8, block 24, Original Town, City of Deadwood, Lawrence County, South Dakota.  
**FILE STATUS:** Compliant with all legal requirements.  
**ZONE:** R2 – Multi-Family Residential  
**STAFF FINDINGS:**

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Surrounding Zoning: North: C1 – Commercial South: R2 – Multi-Family Residential East: C1 – Commercial West: R2 – Multi-Family Residential	Surrounding Land Uses: Parking Lot Residential Parking Lot Residential
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### SUMMARY OF REQUEST

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The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on May 19, 2004, to operate a Bed and Breakfast Establishment at 771 Main Street.

The subject property is located on upper Main Street and is surrounded by several zoning classifications, including Residential, Commercial and Park

Conditional Use Permit Review – Bed and Breakfast Establishment  
771 Main Street  
May 19, 2025

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Forest. The Bed and Breakfast is located within a duplex style home. The property owner resides on the lower floor and rents the second floor. There is a total of three (3) bedrooms for rent, with a single bathroom.

### **FACTUAL INFORMATION**

1. The property is currently zoned R2 – Multi-Family Residential District.
2. The subject property has access from Main Street.
3. The subject property is located within a medium-density land use classification on the adopted Zoning Map.
4. The property is not located within the 500 year floodplain.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of single-family and multi-family dwellings, commercial and public use areas.

### **STAFF DISCUSSION**

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The applicant was granted a Conditional Use Permit for a Bed and Breakfast Establishment and City regulations permit Bed and Breakfast Establishments in R2- Multi-Family Residential Districts with an approved Conditional Use Permit. The subject property is a three (3) bedroom, one (1) bath duplex. Renters can park tandemly in the driveway.

### **“Bed and Breakfast” means:**

Any building run by an operator that is used to provide accommodation for a charge to the public, with at most five (5) rental units for up to an average of ten (10) guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota and this Title.

### **COMPLIANCE:**

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This Bed & Breakfast Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 55 nights in the past 12 months and has received very good reviews.

No complaints are on record for this establishment.

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

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

Conditional Use Permit Review – Bed and Breakfast Establishment  
771 Main Street  
May 19, 2025

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- A. The conditional use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking have not significantly affected the neighborhood since the applicant continues to abide by the parking requirements associated with Short-Term Rentals. This area is of mixed use.*

- B. Whether or not a community need exists for the conditional use at the subject location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the conditional use: (a) the conditional use in the subject location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned R2– Multi-Family Residential District and is intended to provide locations for medium density, multiple family units such as duplexes, townhouses, condominiums, and apartment developments. There are currently seven (7) total Short-Term Rentals within the immediate vicinity.*

- C. The conditional use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

*The applicant only uses off street parking and lives onsite, preventing any public nuisance issues that are often associated with Short-Term Rentals. The use has not resulted in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood, and the use has not altered the character of the neighborhood. There has been no change in the size of the dwelling.*

- D. The previously approved Conditional Use Permit is still in use, and when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

Conditional Use Permit Review – Bed and Breakfast Establishment  
771 Main Street  
May 19, 2025

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

*The current use has not increased the proliferation of non-conforming uses. The subject property is in an area that does have additional Short-Term Rentals in the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property have not been adversely affected.*

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

*The current use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.*

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

---

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

Conditional Use Permit Review – Bed and Breakfast Establishment  
771 Main Street  
May 19, 2025

---

obtained.

- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved, staff recommendations for stipulation(s):

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets applicable building codes.
4. City water and sewer rates have changed from residential to commercial.
5. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business and Short-Term Rental Licenses are in good standing.
7. A Lodging License from the South Dakota Department of Health and is in good standing.
8. All parking shall be off street.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

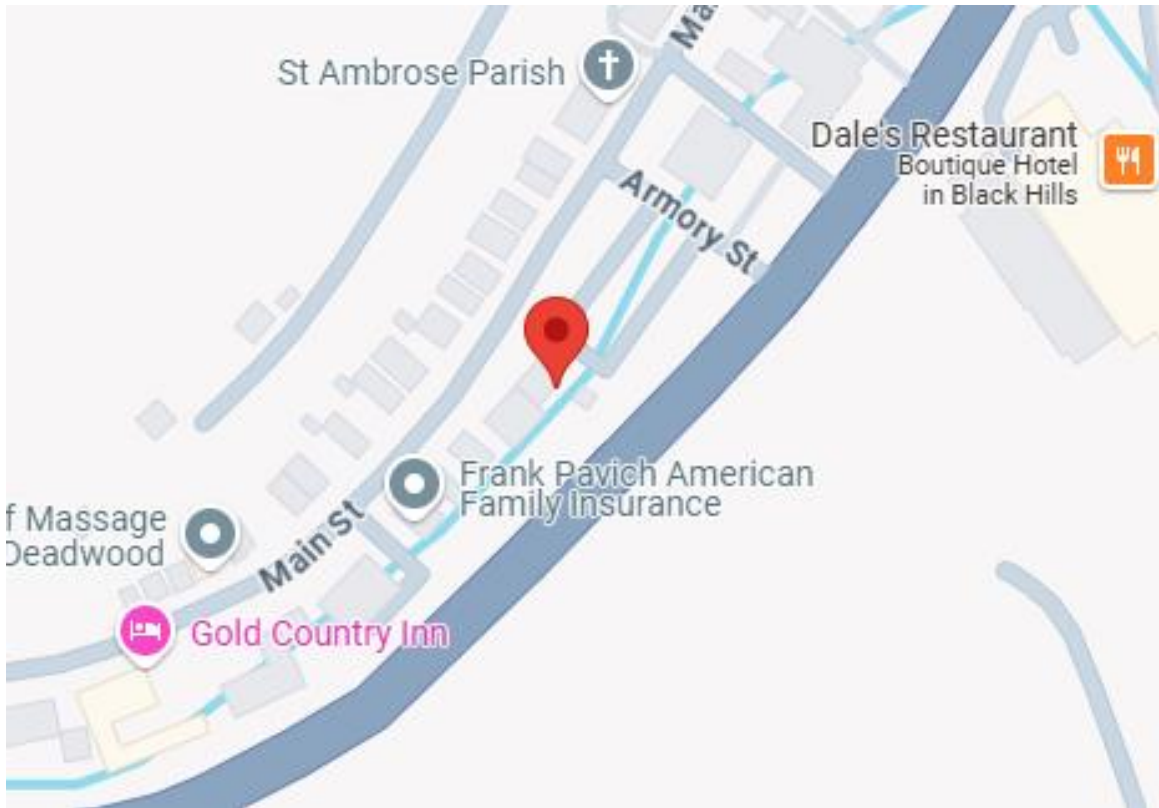
---

1. Approval/Denial by Deadwood Board of Adjustment (approved by the Planning and Zoning Commission on May 7, 2025)



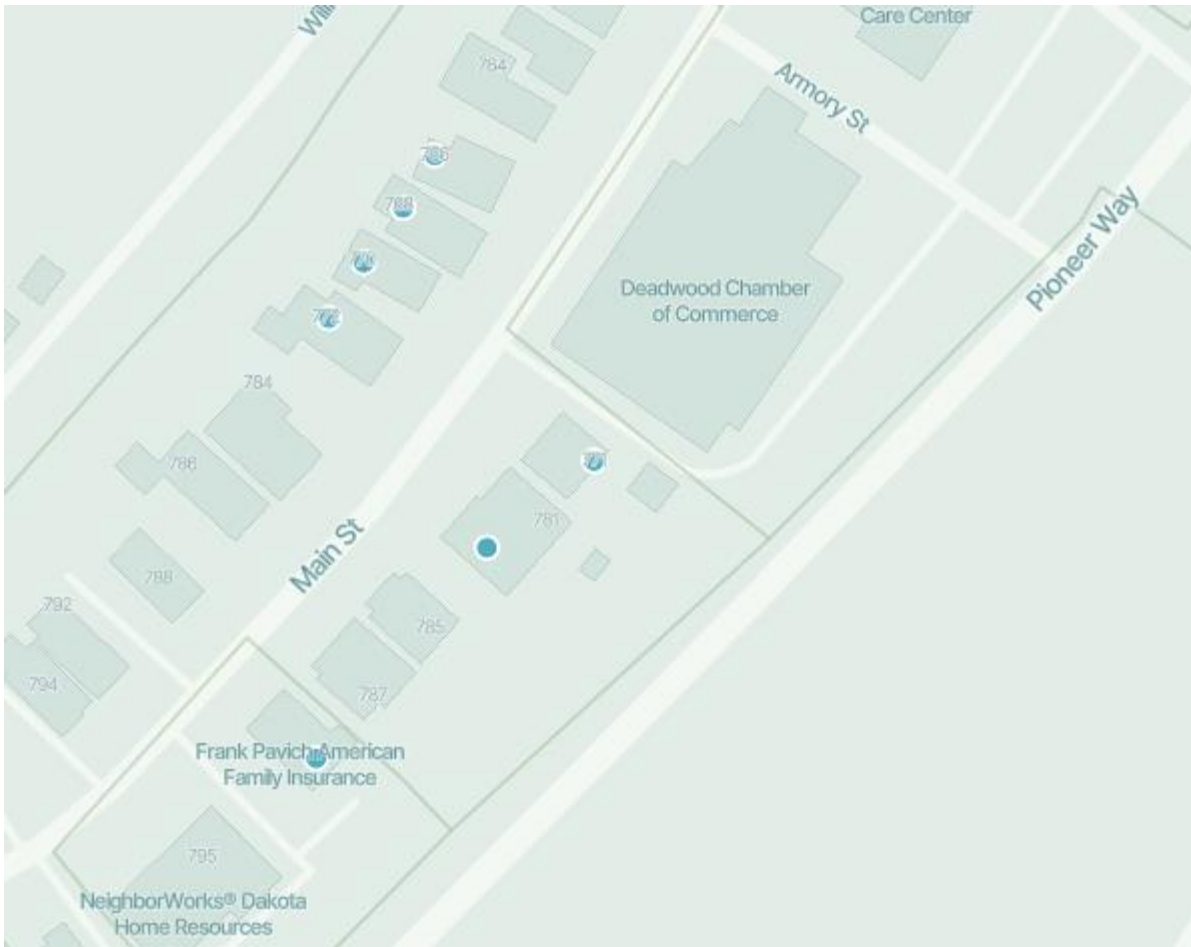
**Aerial photo of 771 Main Street, Deadwood, SD 57732.**





Map showing location of 771 Main Street, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 771 Main Street.





**Zoning map showing 771 Main Street, Deadwood, SD 57732**

### Zoning Legend

-  C1 - COMMERCIAL
-  CE - COMMERCIAL ENTERPRISE DISTRICT
-  CH - COMMERCIAL HIGHWAY
-  PF - PARK FOREST
-  PU - PUBLIC USE
-  PUD - PLANNED UNIT DEVELOPMENT
-  R1 - RESIDENTIAL
-  R2 - MULTI-FAMILY RESIDENTIAL

The Tucker Inn, Top Floor Suite

↑

Share

♡

Save



Entire rental unit in Deadwood, South Dakota

6 guests · 3 bedrooms · 3 beds · 1 bath

★ 4.73 · [191 reviews](#)

Hosted by Shirlene

Superhost · 12 years hosting

Beautiful and walkable

Guests say this area is scenic and it's easy to get around.

Shirlene is a Superhost

Superhosts are experienced, highly rated Hosts.

The space

"When you're tuckered out, Tucker Inn!"

This is a one of a kind family owned and run lodging located in the heart ...

[Show more](#) >


Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	


Check availability

[Report this listing](#)

Where you’ll sleep











**Bedroom 1**  
1 queen bed



**Bedroom 2**  
1 queen bed

What this place offers

-  Kitchen
-  Wifi
-  Free street parking
-  Bathtub
-  Private backyard – Fully fenced
-  Refrigerator
-  Microwave
-  Long term stays allowed

Show all 22 amenities

Select check-in date

Add your travel dates for exact pricing

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★ 4.73 · 191 reviews

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	4.8 	4.8 	4.8 	4.8 	5.0 	4.7 

Joseph  
3 years on Airbnb

★★★★★ · 3 days ago · Group trip  
Thanks for the place to stay, easy walking distance to downtown and the concert venue. Would stay again and recommend.

Daniel  
7 years on Airbnb

★★★★★ · October 2024 · Stayed one night  
Great stay. Wifi had some issues, but everything else was tidy and well kept.

Shania  
2 years on Airbnb

★★★★★ · September 2024 · Stayed one night  
Very clean place! Her instructions were very clear and it was very close to downtown.

Char  
3 years on Airbnb

★★★★★ · September 2024 · Group trip  
Shirlene is awesome. Her properties are well-maintained and she is so very helpful. Would definitely recommend.

Mary  
7 months on Airbnb

★★★★★ · September 2024 · Stayed a few nights  
What wonderful hostess!

[Show more](#)

Alexis  
7 months on Airbnb

★★★☆☆ · August 2024 · Stayed a few nights

Great location; but there's a window in the shower without a curtain overlooking a city parking lot; our women fe  
The third bedroom that was advertised and paid for is really a bed in the living room/dining room/hall to the bathroom. A  
refund is in order.

Show more

Show all 191 reviews


[Learn how reviews work](#)

## Where you'll be

Deadwood, South Dakota, United States

We verified that this listing's location is accurate. [Learn more](#)

## Meet your host



1803

Reviews

4.75★

Rating

 Lives in Deadwood, South Dakota

I was born and raised in the state of South Dakota and the Black Hills has always been a favorite vacation spot of mine. Loving to do mountain trails, this is a paradise, along with so many other outdoor adventures. Deadwood is an historical...

[Show more](#) >

**Shirlene is a Superhost**

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

**Host details**

Response rate: 100%  
Responds within an hour

Message host

 To help protect your payment, always use Airbnb to send money and communicate with hosts.

**Things to know**

**House rules**

- Check-in after 3:00 PM
- Checkout before 10:00 AM
- 6 guests maximum

[Show more](#) >  
**Safety & property**

- Carbon monoxide alarm
- Smoke alarm
- Must climb stairs

[Show more](#) >

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



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

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## BOARD OF ADJUSTMENT

### CONDITIONAL USE PERMIT – ANNUAL REVIEW

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### Staff Report

**Date:** May 19, 2025  
**From:** Kevin Kuchenbecker  
 Planning, Zoning & Historic Preservation Officer  
**To:** Board of Adjustment  
**RE:** Annual Review - Conditional Use Permit – Bed and Breakfast

---

**APPLICANT(S):** The Jordans (Rick and Chris Jordan)  
**PURPOSE:** Annual Review – Conditional Use Permit – Bed and Breakfast Establishment  
**ADDRESS:** 768 Main Street  
 Deadwood, Lawrence County, South Dakota  
**LEGAL DESCRIPTION:** Part of Lots 46 & 47, Block 23, Original Townsite, City of Deadwood, Lawrence County, South Dakota.  
**FILE STATUS:** Compliant with legal obligations.  
**ZONE:** R2 – Multi-Family Residential  
**STAFF FINDINGS:**

---

Surrounding Zoning: North: R2 – Multi-Family Residential South: R2 – Multi-Family Residential East: R2 – Multi-Family Residential West: C1 – Commercial	Surrounding Land Uses: Short-Term Rental Short-Term Rental Short-Term Rental Parking Lot
---	--

### SUMMARY OF REQUEST

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The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on May 19, 2021, to operate a Bed and Breakfast Establishment at 768 Main Street.

The subject property is located on upper Main Street and is surrounded by Multi-Family Residential zoning with a Commercially zoned parking lot across the

street.

### **FACTUAL INFORMATION**

1. The property is currently zoned R2 – Multi-Family Residential District.
2. The subject property has access from Main Street.
3. The subject property is located within a medium-density land use classification on the adopted Zoning Map.
4. The property is not in a Flood Zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of single-family and multi-family dwellings with commercial parking and buildings nearby.

### **STAFF DISCUSSION**

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The applicant was granted a Conditional Use Permit for a Bed and Breakfast Establishment and City regulations permit Bed and Breakfast Establishments in R2- Multi-Family Residential Districts with an approved Conditional Use Permit. The subject property is a triplex, with two upstairs units being rented to guests. Each unit consists of one (1) bedroom and one (1) bathroom. Renters can park in two leased parking spaces near the establishment.

#### **“Bed and Breakfast” means:**

Any building run by an operator that is used to provide accommodation for a charge to the public, with at most five (5) rental units for up to an average of ten (10) guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota and this Title.

### **COMPLIANCE:**

---

This Bed & Breakfast Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 175 nights in the past 12 months and has received very good reviews.

No complaints are on record for this establishment.

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

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

Conditional Use Permit Review – Bed and Breakfast Establishment  
768 Main Street  
May 19, 2025

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- A. The continued use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with Short-Term Rentals.*

- B. Whether or not a community need exists for the continued use at the existing location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned R2– Multi-Family Residential District and is intended to provide locations for medium density, multiple family units such as duplexes, townhouses, condominiums, and apartment developments. There are currently seven (7) total Short-Term Rentals within the immediate vicinity.*

- C. The continued use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

*The applicant leases two (2) parking spaces from a business across the street. If the tenant only uses off street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the proposed use should not result in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood. There has been no change in the size of the dwelling.*

- D. The previously approved Conditional Use Permit is still in use, and when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any conditional use, lot and performance standards shall be the same as similar type uses located in specific districts. The character and use of

Conditional Use Permit Review – Bed and Breakfast Establishment  
768 Main Street  
May 19, 2025

---

buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

*The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does have additional Short-Term Rentals in the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.*

- E. Whether or not the current use in the existing location has been adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

*The proposed use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.*

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

---

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
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- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit ceases,

Conditional Use Permit Review – Bed and Breakfast Establishment  
768 Main Street  
May 19, 2025

---

for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

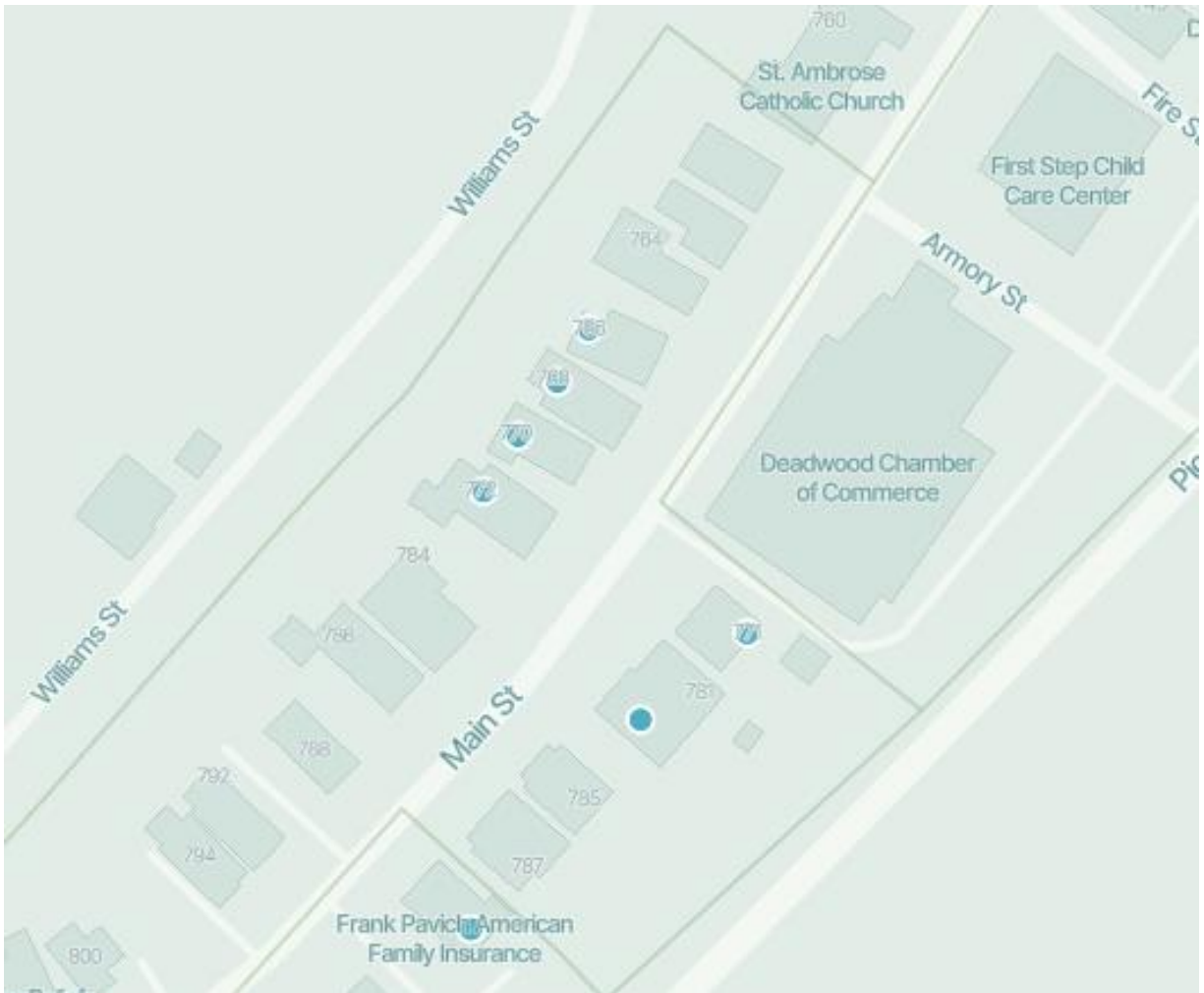
If approved, staff recommendations for stipulation(s):

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets applicable building codes.
4. City water and sewer rates have been changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business and Short-Term Rental Licenses are active.
7. Lodging License from the South Dakota Department of Health is active.
8. All parking shall be off street.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

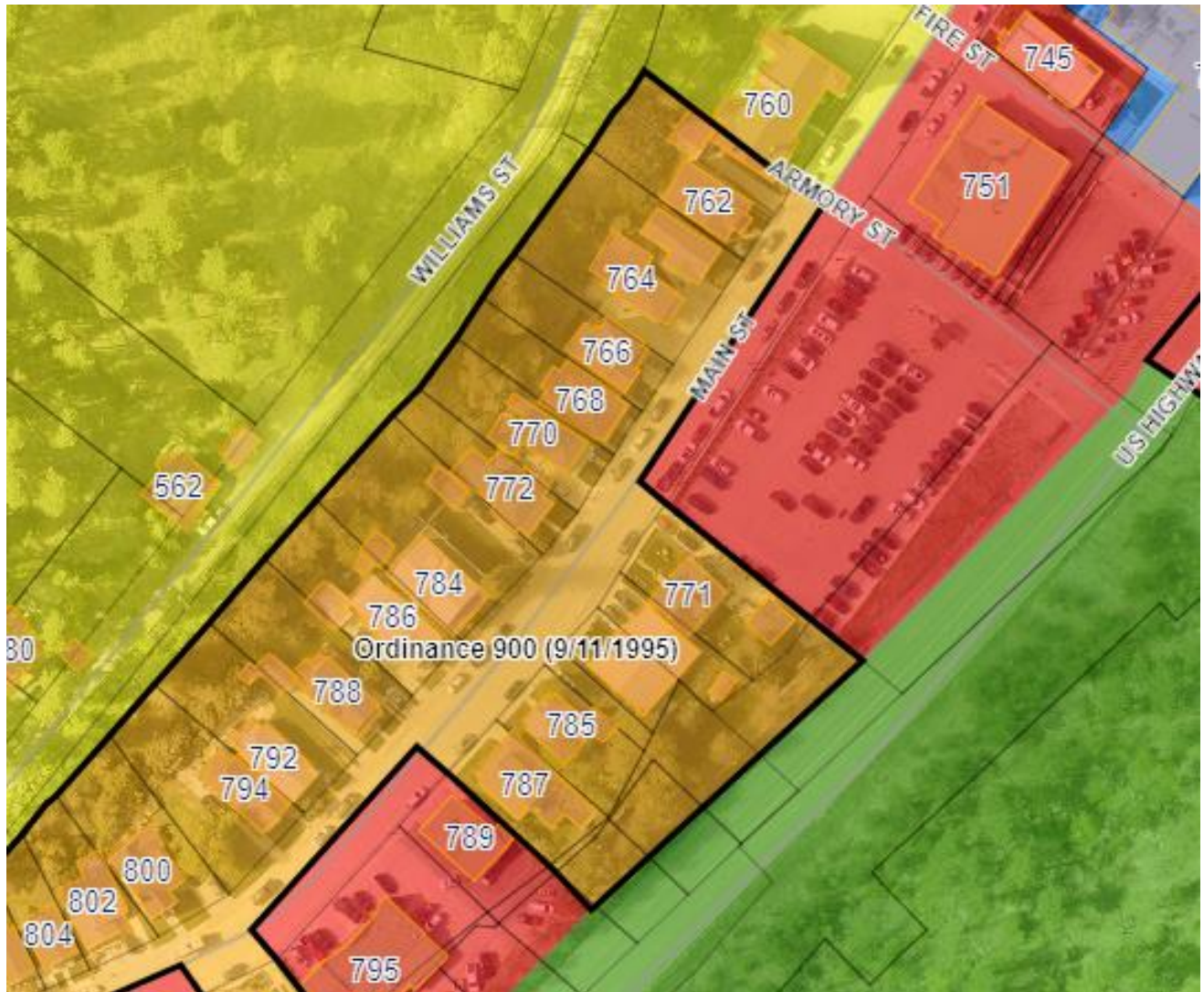
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1. Approval/Denial by Deadwood Board of Adjustment (approved by the Planning and Zoning Commission May 7, 2025)



Map showing locations of nearby Short-Term Rentals to 768 Main Street.





**Zoning map showing 768 Main Street, Deadwood, SD 57732**

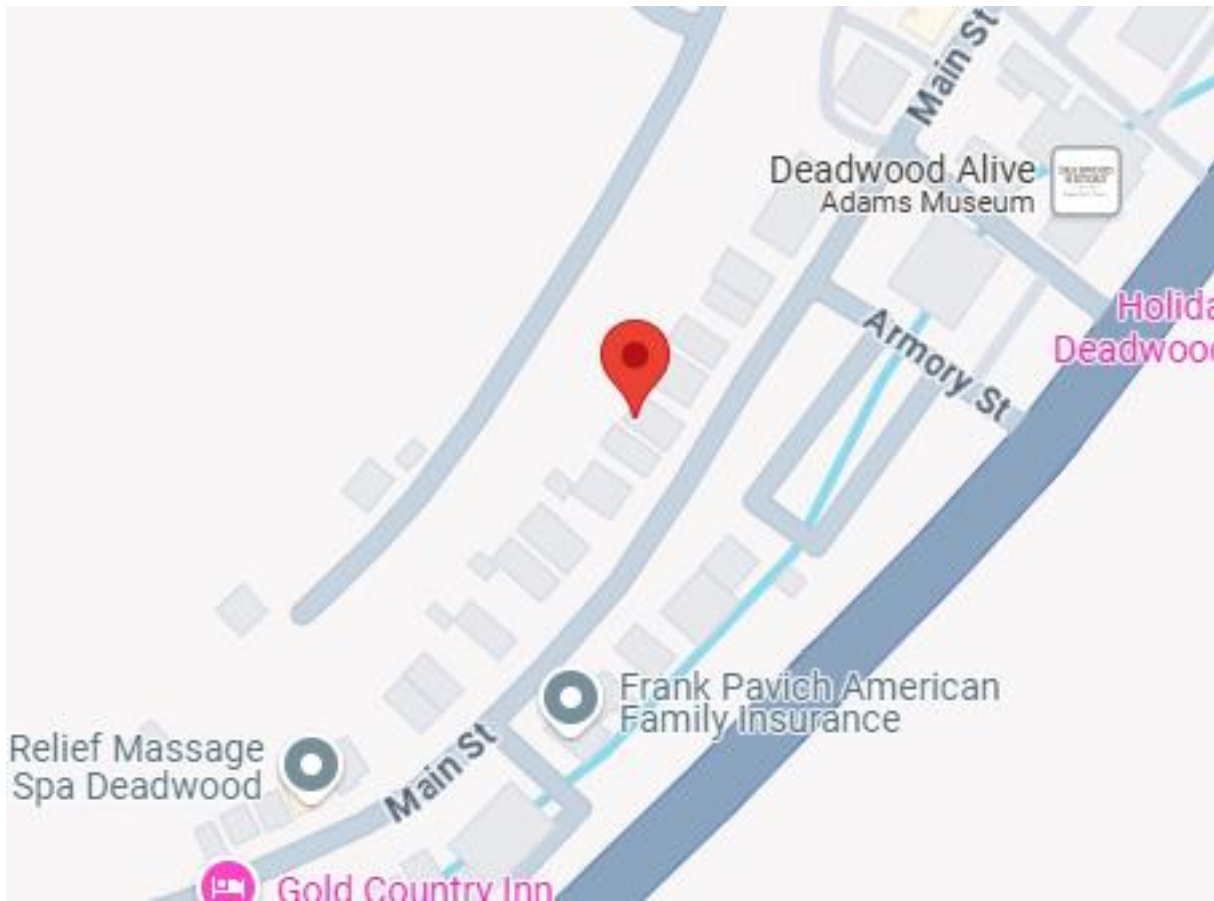
### Zoning Legend

- C1 - COMMERCIAL
- CE - COMMERCIAL ENTERPRISE DISTRICT
- CH - COMMERCIAL HIGHWAY
- PF - PARK FOREST
- PU - PUBLIC USE
- PUD - PLANNED UNIT DEVELOPMENT
- R1 - RESIDENTIAL
- R2 - MULTI-FAMILY RESIDENTIAL



Aerial photo of 768 Main Street, Deadwood, SD 57732.





Map showing location of 768 Main Street, Deadwood, SD 57732.



Stay in the Heart of Deadwood at the Jordan's!

[Share](#) [Save](#)



Entire rental unit in Deadwood, South Dakota

2 guests · 1 bedroom · 1 bed · 1 bath

Guest favorite

4.97  
★★★★★

150  
[Reviews](#)

**Hosted by Chris**  
Superhost · 4 years hosting

- Top 5% of homes**  
This home is highly ranked based on ratings, reviews, and reliability.
- Self check-in**  
Check yourself in with the keypad.
- Comfy bed for better sleep**  
The room-darkening shades and extra bedding are loved by guests.

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	


[Check availability](#)

[Report this listing](#)

This home, is on Deadwoods Historic Registry and located on Historic Main Street, just a couple blocks from the action! Features include a full kitchen, full bath, queen sized bed, laundry facilities, and a nice front deck. There is high speed wifi and a 40" Roku capable TV. Parking is in a private lot. We think you will love coming back to this cozy home and quiet neighborhood after enjoying all Deadwood and the Black Hills have to ...

Show more >











### Where you'll sleep



**Bedroom**

1 queen bed

### What this place offers

-  Kitchen
-  Wifi
-  Free parking on premises
-  40 inch HDTV with Roku
-  Free washer – In unit
-  Free dryer – In building
-  Air conditioning
-  Bathtub
-  Shared patio or balcony
-  Indoor fireplace: electric

Show all 51 amenities

### Select check-in date

Add your travel dates for exact pricing

<

April 2025							May 2025				
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
		1	2	3	4	5					1
6	7	8	9	10	11	12	4	5	6	7	8
13	14	15	16	17	18	19	11	12	13	14	15
20	21	22	23	24	25	26	18	19	20	21	22
27	28	29	30				25	26	27	28	29



4.97

Guest favorite

This home is in the **top 5%** of eligible listings based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	5.0	5.0	5.0	5.0	5.0	5.0

Scott  
2 years on Airbnb

★★★★★ · March 2025 · Stayed one night  
Thank you , everything looked as described , very nice location. Was peaceful and calm. Fun lil place for sure be staying again. Thanks again for everything. Nice/safw off street parking as well.

Show more

Scott  
2 years on Airbnb

★★★★★ · March 2025 · Stayed one night  
Great place and locations. We will stay again !!!!

Samantha  
Box Elder, South Dakota

★★★★★ · February 2025 · Stayed one night

We are locals that like returning to this spot because of it's homey feeling a walkable distance to downtown Deadwood.

Naomi Jean  
4 years on Airbnb

★★★★★ · November 2024 · Stayed a few nights

We had an amazing time at this air b&b! Comfy and very cozy! Chris was timely in responses and gave clear instructions! We had an absolute blast and want to stay there every time!

Eric  
Oakland, California

★★★★★ · October 2024 · Stayed one night

This place is amazing. A block away from downtown, and filled with tons of thoughtful touches to make you feel at home and take care of you if you forgot something at home.

Jorden  
Sidney, Montana

★★★★★ · September 2024 · Stayed a few nights

This is the PERFECT option for exploring Downtown Deadwood. The amenities went above and beyond. We felt at home and very taken care of. Wouldn't hesitate to book Chris's place again and again!

[Show more](#)

Show all 150 reviews

[Learn how reviews work](#)

## Where you'll be

Deadwood, South Dakota, United States

We verified that this listing’s location is accurate. [Learn more](#)

---


### Neighborhood highlights

We are located on Historic Main Street. What we find most appealing about this location is the proximity to downtown, yet the neighborhood is relaxing and quiet!

[Show more](#) >

---

### Meet your host



256

Reviews

4.98★

Rating

4

Years hosting

Chris is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Host details

Response rate: 100%  
Responds within an hour

Message host

 To help protect your payment, always use Airbnb to send money and communicate with hosts.

Things to know

House rules

- Check-in after 3:00 PM
- Checkout before 11:00 AM
- 2 guests maximum

Show more >  
Safety & property

- Carbon monoxide alarm
- Smoke alarm
- Not suitable for children and infants

Show more >

Newly remodeled in the Heart of Deadwood

↑

Share

♡

Save




Entire rental unit in Deadwood, South Dakota


2 guests · 1 bedroom · 1 bed · 1 bath


Guest favorite


5.0  
★★★★★

106  
[Reviews](#)

 **Hosted by Chris**  
Superhost · 4 years hosting

 **Top 1% of homes**  
This home is one of the highest ranked based on ratings, reviews, and reliability.

 **Self check-in**  
Check yourself in with the keypad.

 **Comfy bed for better sleep**  
The room-darkening shades and extra bedding are loved by guests.

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability

 [Report this listing](#)

This newly remodeled, comfortable apartment is right in the heart of Deadwood! This home, built in the early 1900's is on Deadwood's Historical Registry, and is located on famous Main Street just a couple blocks from the action. It is a one bedroom apartment with one bath and a full kitchen. Laundry facilities are available. You'll love coming back to this cozy space with all the comforts of home, after enjoying all ...

Show more >

### Where you'll sleep



Bedroom  
1 queen bed

### What this place offers

- Kitchen
- Wifi
- Dedicated workspace
- Free driveway parking on premises
- 42 inch HDTV with Roku
- Free washer – In building
- Free dryer – In building
- AC - split type ductless system
- Shared patio or balcony
- Indoor fireplace: electric

Select check-in date

Add your travel dates for exact pricing

April 2025							May 2025				
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
		1	2	3	4	5					1
6	7	8	9	10	11	12	4	5	6	7	8
13	14	15	16	17	18	19	11	12	13	14	15
20	21	22	23	24	25	26	18	19	20	21	22
27	28	29	30				25	26	27	28	29



5.0

Guest favorite

This home is in the **top 1%** of eligible listings based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	5.0 	5.0 	5.0 	5.0 	5.0 	5.0 

Cory  
New to Airbnb

★★★★★ · 1 week ago · Stayed a few nights  
The place was quite cozy and clean and within walking distance to all the fun. Would definitely stay there again!!

Vanessa  
Gillette, Wyoming

★★★★★ · 2 weeks ago · Stayed one night  
This is our second stay here. We'll be back again! Thanks!

Scott  
2 years on Airbnb

★★★★★ · 3 weeks ago · Stayed one night  
Awesome place stayed before and we will stay again.

Makenzi  
3 years on Airbnb

★★★★★ · 3 weeks ago · Stayed a few nights  
Very nice place for a couple to stay for the week. Perfect location in deadwood to walk downtown. There were snacks and all the things you would need to cook at the Airbnb. Would stay again and recommend to people staying in the area!  
[Show more](#)

Matthew  
1 month on Airbnb

★★★★★ · March 2025 · Stayed one night  
Place was amazing, surprisingly spacious, clean and tidy, also has free orange juice.

Christal  
Valentine, Nebraska

★★★★★ · March 2025 · Stayed one night  
We loved our stay! The bed was so comfortable and we loved all the little person touches with the color theme, so cute! It's not mystery why this place is consistently booked. The location is perfect, your close enough to main st to walk there but far enough away from there to be able to have some peace and quiet! We hope to stay again  
[Show more](#)

Show all 106 reviews

[Learn how reviews work](#)

Where you'll be

Deadwood, South Dakota, United States


We verified that this listing’s location is accurate. [Learn more](#)

### Neighborhood highlights

This home is located in a quiet residential area. No loud parties or events.

[Show more](#) >

### Meet your host



256

Reviews

4.98★

Rating

4

Years hosting

### Chris is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

### Host details

Response rate: 100%  
Responds within an hour

[Message host](#)



To help protect your payment, always use Airbnb to send money and communicate with hosts.

## Things to know

### House rules

- Check-in after 3:00 PM
- Checkout before 11:00 AM
- 2 guests maximum

[Show more >](#)  
**Safety & property**

- Carbon monoxide alarm
- Smoke alarm
- Not suitable for children and infants

[Show more >](#)  
**Cancellation policy**

Add your trip dates to get the cancellation details for this stay.

[Add dates >](#)

### Support

- Help Center
- Get help with a safety issue
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighborhood concern

### Hosting

- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum

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



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

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## BOARD OF ADJUSTMENT

### CONDITIONAL USE PERMIT – ANNUAL REVIEW

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### Staff Report

**Date:** May 19, 2025  
**From:** Kevin Kuchenbecker  
 Planning, Zoning & Historic Preservation Officer  
**To:** Board of Adjustment  
**RE:** Annual Review - Conditional Use Permit – Bed and Breakfast Establishment

---

**APPLICANT(S):** Victorian on Van Buren – Thomas and Deanna Smith  
**PURPOSE:** Annual Review – Conditional Use Permit – Bed and Breakfast Establishment  
**ADDRESS:** 29 Van Buren Avenue  
 Deadwood, Lawrence County, South Dakota  
**LEGAL DESCRIPTION:** The Southerly 57 feet of Lots 21, 22, 23 and 24, Block 50, Original Townsite, City of Deadwood, Lawrence County, South Dakota.  
**FILE STATUS:** Legal obligations remain in compliance.  
**ZONE:** R1 - Residential  
**STAFF FINDINGS:**

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Surrounding Zoning:	Surrounding Land Uses:
North: R1 – Residential District	Residential
South: R1 – Residential District	Residential
East: R1 – Residential District	Residential
West: R1 – Residential District	Residential

### SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on May 4, 2022, to operate a Bed and Breakfast Establishment at 29 Van Buren Street.

Conditional Use Permit Review – Bed and Breakfast Establishment  
29 Van Buren Avenue  
May 19, 2025

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The subject property is located within the Presidential Neighborhood and is surrounded by single and multi-family properties.

**FACTUAL INFORMATION**

1. The property is currently zoned R1 – Residential District.
2. The subject property has access from Van Buren Avenue.
3. The subject property is located within a medium density land use classification on the adopted Zoning Map.
4. The property is not in a Flood Zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by single-family and multi-family dwellings.

**STAFF DISCUSSION**

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The applicant was granted a Conditional Use Permit for a Bed and Breakfast Establishment and City regulations permit Bed and Breakfast Establishments in R1 – Residential Districts with an approved Conditional Use Permit. The subject property is a four (4) bedroom, three (3) bathroom house. Renters can park up to four (4) vehicles in the detached garage/carport.

**“Bed and Breakfast Establishment” means:**

Any building run by an operator that is used to provide accommodation for a charge to the public, with at most five (5) rental units for up to an average of ten (10) guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota.

**COMPLIANCE:**

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This Bed & Breakfast Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 59 nights in the past 12 months and is listed as a guest favorite on AirBnB.

No complaints are on record for this establishment.

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

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

Conditional Use Permit Review – Bed and Breakfast Establishment  
29 Van Buren Avenue  
May 19, 2025

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- A. The Conditional Use is in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant abides by the parking requirements associated with Short-Term Rentals.*

- B. Whether or not a community need exists for the Conditional Use at the location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the use: (a) the use in the current location has not resulted in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the use.

*The subject area is zoned R1– Residential District and is intended to provide locations for medium density, residential development commensurate with an urban area. The use as a Bed and Breakfast Establishment has not resulted in an over-concentration of Short-Term Rentals in this area.*

- C. The Conditional Use at this location has not resulted in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

*The applicant only uses off-street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals. The proposed use should not result in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood.*

- D. Whether or not the Conditional Use increases the proliferation of nonconforming uses as well as previously Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

Conditional Use Permit Review – Bed and Breakfast Establishment  
29 Van Buren Avenue  
May 19, 2025

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

*The current use has not increased the proliferation of non-conforming uses. The subject residence is in a neighborhood that does have additional Short-Term Rentals, but none within the 200-foot buffer zone. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.*

- E. Whether or not the Conditional Use in the proposed area has been adequately served by and has not imposed an undue burden on any of the improvements, facilities, utilities, and services specified in the ordinance.

*The Conditional Use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.*

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

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- A. In the R-1 Residential District, Conditional Use Permits granted shall be temporary in nature, except for townhouses, condominiums and multi-family dwellings, and shall be granted to a designated person who resides at the residential address. They are not transferable from person to person or from address to address.
- B. Following the issuance of a Conditional Use Permit, such permit may be amended, varied or altered only pursuant to the standards and procedures established by ordinance for its original approval.
- C. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking the revocation of such a permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission or any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- D. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and on an annual basis and place additional stipulations to mitigate a problem.
- E. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such a permit

Conditional Use Permit Review – Bed and Breakfast Establishment  
29 Van Buren Avenue  
May 19, 2025

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and of any conditions designated in connection herewith.

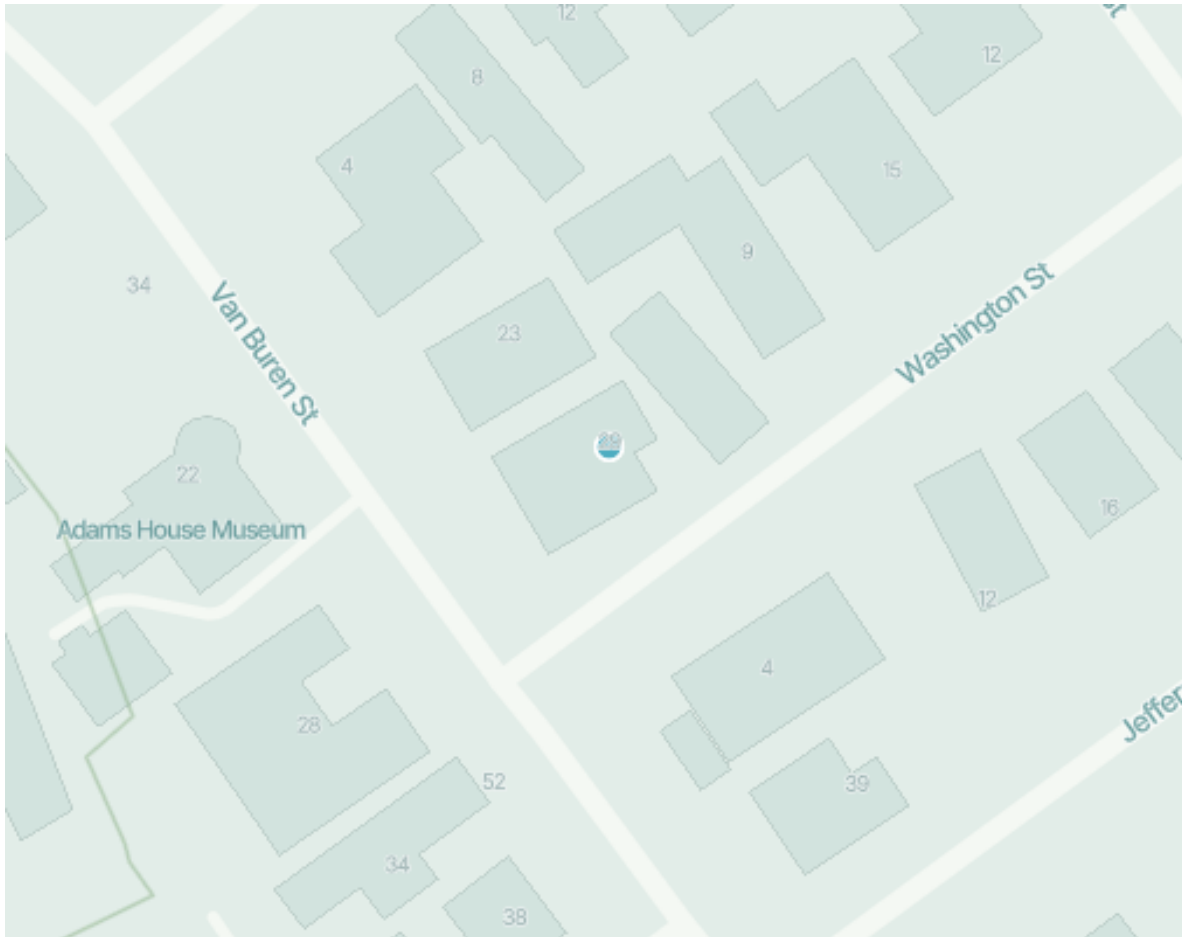
- F. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, the permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If continuation of the Conditional Use Permit is approved, staff will continue to recommend the following conditions:

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number from the South Dakota Department of Revenue has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets all applicable building codes.
4. City water and sewer rates are to remain at commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. A City of Deadwood Business License has been maintained.
7. A Lodging License from the South Dakota Department of Health has been maintained.
8. All parking shall remain off street.

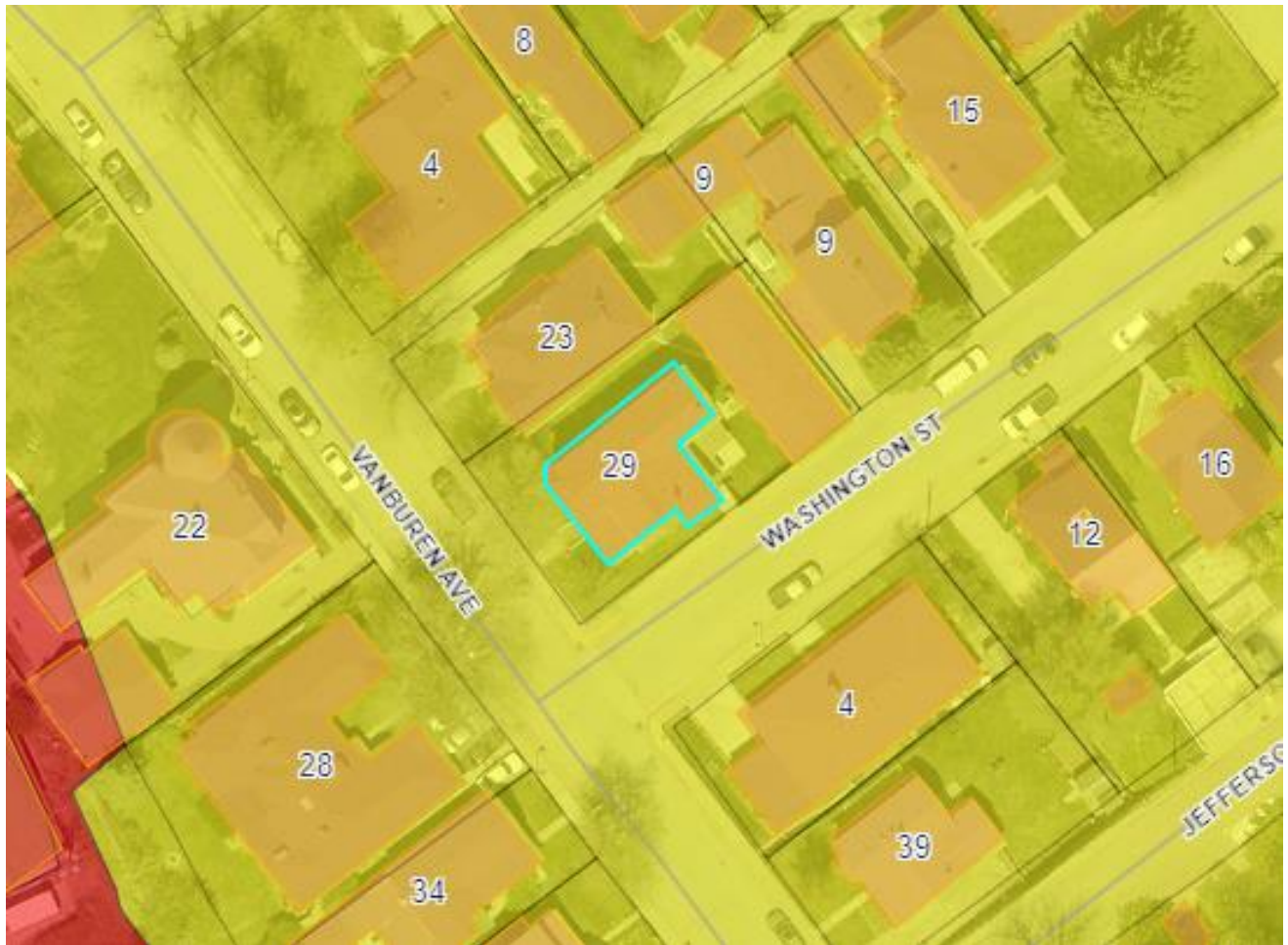
**ACTION REQUIRED FOR CONTINUED USE OF CONDITIONAL USE PERMIT:**

1. Approval/Denial by Deadwood Board of Adjustment (Approved by Planning & Zoning May 7, 2025)



Map showing locations of nearby Short-Term Rentals to 29 Van Buren Avenue.

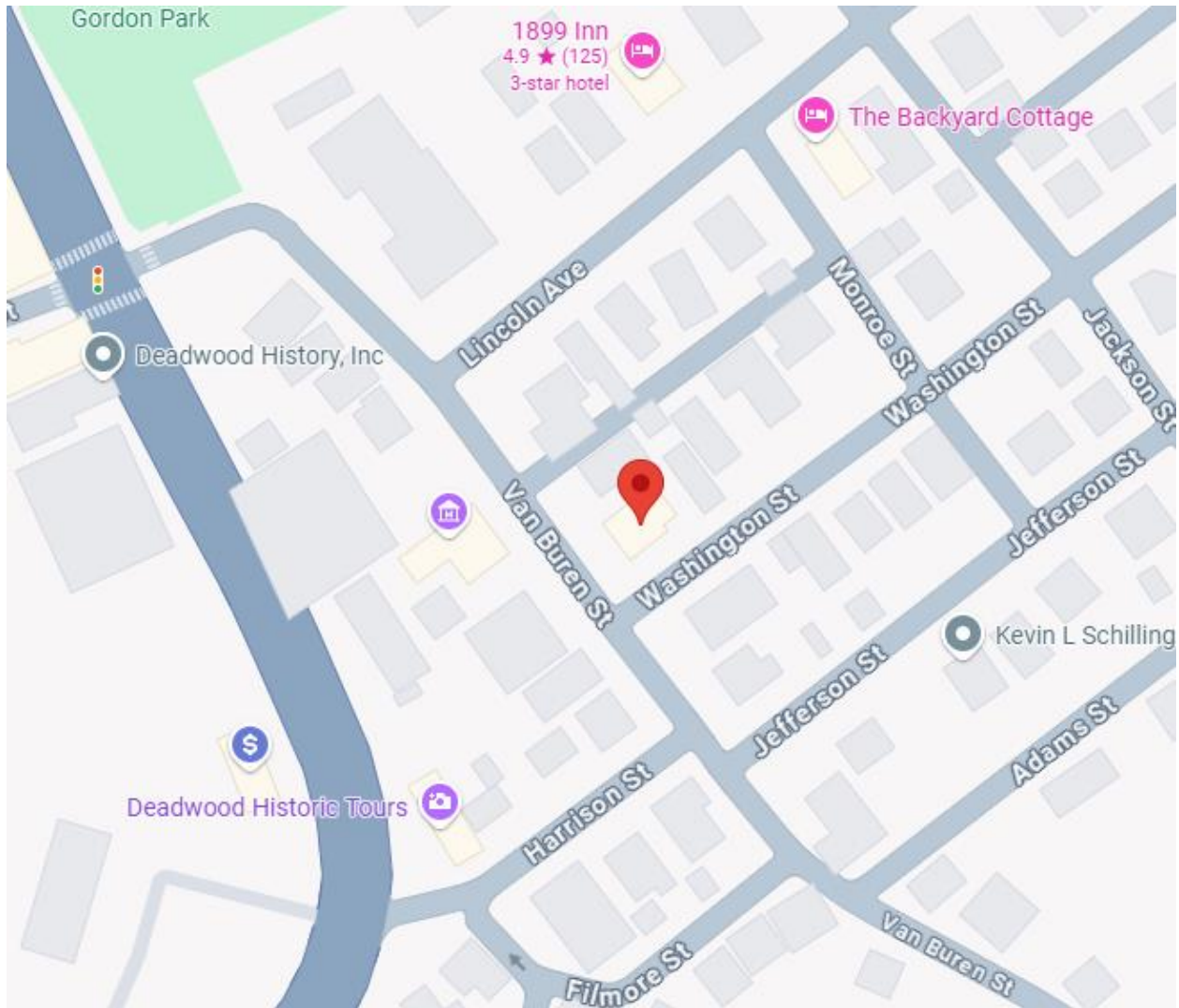




**Zoning map showing 29 Van Buren Avenue, Deadwood, SD 57732**

### Zoning Legend

- C1 - COMMERCIAL
- CE - COMMERCIAL ENTERPRISE DISTRICT
- CH - COMMERCIAL HIGHWAY
- PF - PARK FOREST
- PU - PUBLIC USE
- PUD - PLANNED UNIT DEVELOPMENT
- R1 - RESIDENTIAL
- R2 - MULTI-FAMILY RESIDENTIAL



Map showing location of 29 Van Buren Avenue, Deadwood, SD 57732.





**Aerial photo of 29 Van Buren Avenue, Deadwood, SD 57732.**



Deadwood Group House Stay & Walk Main St w/ Garage

[Share](#) [Save](#)



Entire home in Deadwood, South Dakota  
8 guests · 4 bedrooms · 6 beds · 3 baths

Guest favorite

5.0  
★★★★★

31  
[Reviews](#)

Hosted by Courtney  
Superhost · 4 years hosting

- Self check-in**  
Check yourself in with the keypad.
- Extra spacious**  
Guests love this home's spaciousness for a comfortable stay.
- Beautiful and walkable**  
Guests say this area is scenic and it's easy to get around.

Steps to Main St. DEADWOOD - PRIVATE LUXURIOUS Historic 4 large BDRMs, 3 BATH with walk-in showers. Located STEPS to Michelson Trail for biking and hiking and Deadwood Casinos & History. Spacious living spaces, a bar/game room, stocked kitchen, AIR COND., outdoor patio area. FREE Wi-Fi. HISTORY, CHARM & ALL of the amenities you are looking for in a B. Hills ADVENTURE. FREE off-street parking in detached GARAGE/CARPORT for 3-4 cars. Complimentary breakfast. Ask for Bachelorette Party specials....

[Show more](#) >

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability

[Report this listing](#)

Where you'll sleep

1 / 2



Bedroom 1  
1 king bed



Bedroom 2  
1 king bed

What this place offers

- Mountain view
- Kitchen
- Wifi
- Dedicated workspace
- Free residential garage on premises – 4 spaces
- HDTV with DVD player
- Free washer – In building
- Free dryer – In unit
- Central air conditioning
- Exterior security cameras on property

Show all 64 amenities

Accessibility features

This info was provided by the Host and reviewed by Airbnb.



Guest entrance and parking  
Disabled parking spot

Show all feature details

Select check-in date

<

April 2025

May 2025

>

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

Clear dates



Guest favorite

This home is a guest favorite based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	5.0	5.0	5.0	5.0	5.0	4.8

Irene

Torrington, Wyoming

★★★★★ · January 2025 · Group trip

We had a great experience with the host and the house was beautiful and full of beautiful antiques. My friends and I were all comfortable with our rooms and the bathrooms were great. The house had everything we needed to enjoy our new years eve and breakfast the next morning.

Show more

Zane

3 years on Airbnb

★★★★★ · October 2024 · Stayed a few nights

A beautiful home in Deadwood, downtown is a quick walk away making it an ideal location.

Show more

DeEtta

Saint Paul, Nebraska

★★★★★ · September 2024 · Group trip

We enjoyed our stay at Courtney's beautiful historic home in Deadwood. The home was very clean & had plenty of bedrooms & bathrooms for our group of three couples. We enjoyed sitting on the front porch & back patio. The historic neighborhood was peaceful & quiet, surrounding homes were well-kept. The downtown casino & restaurants were a short 5-10 minute walk. We appreciated the breakfast items that were provided, along with the fresh...

Show more

Rebecca

3 years on Airbnb

★★★★★ · August 2024 · Group trip

Enjoyed your beautiful house and convenient location and breakfast provided. We would definitely book again especially for Kool Deadwood. Thanks again appreciated everything.

Show more




John

3 years on Airbnb

★★★★★ · August 2024 · Group trip  
Our entire group really enjoyed ourselves. We were there for the Surgis bike rally, and we really enjoyed the peace and quiet that the neighborhood offered. Courtney and her mom were wonderful hostesses.

Show more



Russ

Cypress, Texas

★★★★★ · August 2024 · Group trip  
Location is great for all access to Deadwood or trails. Easy walk to restaurants, shopping, and roads. The host go out of their way to service guests. The house is historic, yet renovated with modern conveniences.

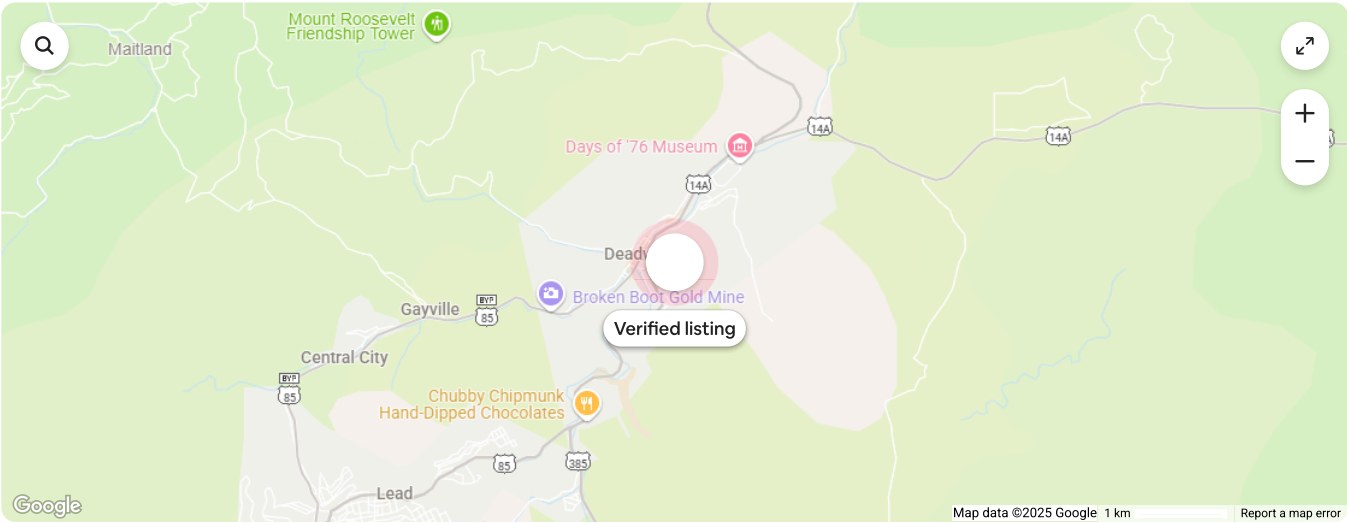
Show more

Show all 31 reviews

[Learn how reviews work](#)

Where you'll be

Deadwood, South Dakota, United States




We verified that this listing's location is accurate. [Learn more](#)

Neighborhood highlights

Private historical residential neighborhood. Located across the street from the famous Adam's house.

Show more >

Meet your host



33

Reviews

---

5.0★

Rating

---

4

Years hosting

**Courtney is a Superhost**

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

**Host details**

Response rate: 100%  
Responds within an hour

[Message host](#)

 To help protect your payment, always use Airbnb to send money and communicate with hosts.

Things to know

**House rules**

Check-in: 4:00 PM - 6:00 PM

Checkout before 11:00 AM

8 guests maximum

[Show more](#) >

**Safety & property**

Exterior security cameras on property

Carbon monoxide alarm

Smoke alarm

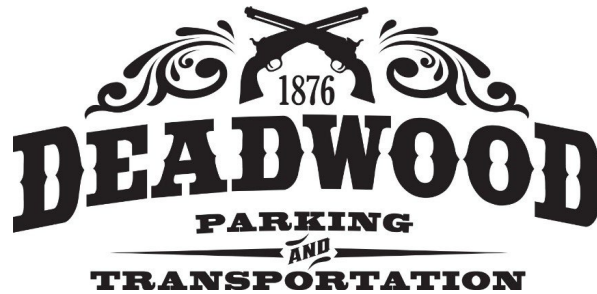
[Show more](#) >

**Cancellation policy**

Add your trip dates to get the cancellation details for this stay.

[Add dates](#) >

- Support**
- Help Center
  - Get help with a safety issue
  - AirCover
  - Anti-discrimination
  - Disability support
  - Cancellation options
  - Report neighborhood concern



## MEMORANDUM

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**Date:** May 19, 2025  
**To:** Deadwood City Commission  
**From:** Justin Lux, Parking & Transportation Director  
**Re:** Mill and Overlay of Interpretive Parking Lot

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The Public Works Director, staff, and I have identified the Interpretive Parking Lot as a priority for resurfacing. Much of the asphalt is in poor condition which is contributing to drainage issues. It is also one of the first areas visitors may see when coming into Deadwood. Two quotes were received from contractors the City has previously used. The low quote for asphalt milling, overlay, and striping was from Sacrison Paving for \$57,396.60.

### ***Recommended motion***

Approve hiring Sacrison Paving for asphalt mill, overlay and striping in the Interpretive Lot at a cost not to exceed \$57,396.60.



## PROPOSAL

**TO: The City of Deadwood**  
**67 Dunlop Avenue**  
**Deadwood, SD 57732**

**DATE: May 8, 2025**

**RE: History & Info Center Mill & Overlay 2025**

We are pleased to submit the following proposal for work on the above referenced project:

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1.0	LS	\$ 2,725.00	\$ 2,725.00
2	2" Asphalt Milling	2728.0	SY	\$ 4.95	\$ 13,503.60
3	2" Asphalt Overlay	320.0	TON	\$ 124.90	\$ 39,968.00
4	Pavement Markings	1.0	LS	\$ 1,200.00	\$ 1,200.00
<b>TOTAL</b>					<b>\$ 57,396.60</b>

Price includes tack.

### NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Pricing is based on estimated quantities. Billing to be by scale tickets/field measurements.
- NO: Testing, staking, manhole or valve box adjustment, traffic control, Bonding fees.
- Pricing is good until November 1, 2025, if secured within 10 days from date of proposal.
- Payment is due within seven (7) days from the date the prime contractor receives payment. 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**

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

(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**

Chris Boom  
 Estimator/Project Manager

# ESTIMATE

Section 10 Item f.

FROM

Black Hills  
**Asphalt**

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

DATE 4/29/25

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

Jim

TO

City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Emery St 1313 LF		
	Williams St 2702 LF		
	ADAMS + JACKSON Stopping at Jefferson 1120		
	Washington Street From The Top Down 1225		
	Total 6360 LF		
	SD EXCISE TAX		
	Total		9540 194 9734

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS



Like



Apr 29, 2025

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, South Dakota 57732-1309

Dear Lornie Stadler,

We are pleased to quote the following for your consideration.

Caterpillar Model: 938 3VFUSL Wheel Loader

STOCK NUMBER: M036169

SERIAL NUMBER:

YEAR: 2025

SMU:

938 14A SMALL WHEEL LOADER	633-0652	\$316,190.00	MIRROR, INTERNAL 2X REAR VIEW	623-6438	\$273.00
LANE 3 ORDER	0P-9003	\$0.00	ANTIFREEZE, -50C (-58F)	0P-2407	\$365.00
PREP PACK, UNITED STATES	633-0665	\$0.00	TRANSPORT PROTECTION, HEAVY	607-1230	\$0.00
PRODUCT LINK, CELLULAR PLE643	573-8455	\$0.00	ROLL ON-ROLL OFF	0P-0725	\$344.00
FILM GP, WARNING, PL, ANSI	638-5475	\$0.00	SHIPPING/STORAGE PROTECTION	0P-2266	\$274.00
STANDARD LIFT, COUPLER READY	648-3119	\$730.00	QUICK COUPLER,FUSION,EXT DUTY	579-9949	\$5,610.00
HYDRAULICS, STANDARD	536-5284	\$0.00	JUMPER LINES, AUX 3RD, FUSION	629-6028	\$775.00
HYDRAULICS, 3V	593-8943	\$2,120.00	BUCKET-GP, 3.8 YD3, FUS, BOCE	417-4929	\$12,542.00
JOYSTICK 3V, STEERING WHEEL	593-8916	\$316.00	BUCKET-GP, 3.8 YD3, FUS	345-2428	\$0.00
STEERING WHEEL, STANDARD	612-0991	\$0.00	CUTTING EDGE, BOLT ON, 4 PIECE	345-2758	\$0.00
DIFFERENTIAL,LIMITED SLIP REAR	349-8013	\$4,080.00	PAINT PKG, CENTENNIAL	659-5718	\$8,500.00
ENVIRONMENT, MEDIUM DEBRIS	579-7722	\$3,365.00	938 CPM	649-3268	\$0.00
WEATHER, COLD START 120V	579-7731	\$3,845.00	KIT, WINDSHIELD ACCESS STEPS	445-2010	\$1,014.00
CAB, STANDARD	633-0664	\$3,500.00	KIT, FENDERS, EXTENDED COVER	374-5847	\$3,340.00
AIR CONDITIONING, R134A REF	579-7735	\$0.00			
ENGINE	633-0659	\$0.00	<b>Total Machine List Price:</b>		\$408,204.00
PUSH START, PASSCODE SECURITY	579-7738	\$0.00	Sourcwell Member Discount 24%		(\$97,968.96)
CAMERA, REAR VIEW	579-7761	\$0.00			\$310,235.04
MIRROR, BASE	423-7168	\$0.00	Butler Machinery Additional Disc.		(\$27,046.01)
SEAT, PREMIUM, TILT AND TELE	593-8963	\$3,220.00	Base Machine Price		\$283,189.03
LIGHTS, AUX, LED, PREMIUM	590-8903	\$1,365.00			
LIGHTS, ROADING, LED, RH	633-0598	\$1,170.00	Dealer Prep		\$2,197.80
STANDARD RADIO (12V), DUAL USB	590-8874	\$1,080.00	Freight		\$741.76
WINDSHIELD ACCESS STEPS, NONE	612-1012	\$0.00	Warranty		\$6,780.22
TIRES,20.5R25 MX XHA2 * L3	366-6882	\$23,770.00	Total Balance Due		\$292,908.81
FENDERS, STANDARD	612-1043	\$0.00	Less Trade Allowance		\$183,500
CTWT, HEAVY,3770LBS,7PCS	467-7990	\$3,575.00	Doc Fee		\$250.00
TOOLBOX AUX, NONE	519-8081	\$0.00	NET Trade Difference		\$109,658.81
HYDRAULIC OIL, STANDARD	619-8439	\$0.00	Trade In Payout		\$90,000
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00	<b>Price Complete Per Sourcwell Contract #011723-CAT</b>		\$199,658.81
LINES, AUX 3RD, STD LIFT	530-1628	\$407.00			
RIDE CONTROL	579-7697	\$5,390.00			
HOLDER,CELL PHONE	643-0105	\$133.00			
LIGHTS,WARNING,REVERSE STROBE	616-0040	\$520.00			
BEACON, WARNING, STROBE, AMBER	600-3781	\$391.00			

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER		CITY OF DEADWOOD			
STREET ADDRESS		102 SHERMAN ST		<SAME>	
S O L D	CITY/STATE	DEADWOOD, SD	COUNTY	LAWRENCE	
	POSTAL CODE	57732-1309	PHONE NO.	605-578-3082	
T O	EQUIPMENT		Lornie Stadler - PHONE NO. 605-641-7745		
	PRODUCT SUPPORT		Lornie Stadler - PHONE NO. 605-641-7745		
INDUSTRY CODE:		GOVT. - CITY - MUNICIPAL (950 )		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		C21825		Sales Tax Exemption # (if applicable) 466000091	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE
	CASH WITH ORDER		BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE 0.00
	PAYMENT PERIOD	ANNUAL	PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS
					OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 938 3VFUSL		YEAR: 2025	
STOCK NUMBER: M036169		SERIAL NUMBER: TBA		APPROX HOURS: TBA	
				NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
938 14A SMALL WHEEL LOADER		SEAT, PREMIUM, TILT AND TELE		BEACON, WARNING, STROBE, AMBER	
PRODUCT LINK, CELLULAR PLE643		LIGHTS, AUX, LED, PREMIUM		MIRROR, INTERNAL 2X REAR VIEW	
STANDARD LIFT, COUPLER READY		LIGHTS, ROADING, LED, RH		ANTIFREEZE, -50C (-58F)	
HYDRAULICS, STANDARD		STANDARD RADIO (12V), DUAL USB		TRANSPORT PROTECTION, HEAVY	
HYDRAULICS, 3V		TIRES, 20.5R25 MX XHA2 * L3		QUICK COUPLER, FUSION, EXT DUTY	
JOYSTICK 3V, STEERING WHEEL		FENDERS, STANDARD		JUMPER LINES, AUX 3RD, FUSION	
DIFFERENTIAL, LIMITED SLIP REAR		CTWT, HEAVY, 3770LBS, 7PCS		BUCKET-GP, 3.8 YD3, FUS, BOCE	
ENVIRONMENT, MEDIUM DEBRIS		HYDRAULIC OIL, STANDARD		BUCKET-GP, 3.8 YD3, FUS	
WEATHER, COLD START 120V		LINES, AUX 3RD, STD LIFT		CUTTING EDGE, BOLT ON, 4 PIECE	
AIR CONDITIONING, R134A REF		RIDE CONTROL		PAINT PKG, CENTENNIAL	
PUSH START, PASSCODE SECURITY		HOLDER, CELL PHONE		KIT, WINDSHIELD ACCESS STEPS	
CAMERA, REAR VIEW		LIGHTS, WARNING, REVERSE STROBE		KIT, FENDERS, EXTENDED COVER	
TRADE-IN EQUIPMENT					
MODEL: 938M - CATERPILLAR (AA)		YEAR: 2019		SN: PJ3R08011 Expected SMU: 1466	
VALUE: \$183,500		PAYOUT TO: Cap First		AMOUNT: \$90,000 PAID BY: Dealer	
MODEL: _____		YEAR: _____		SN: _____ Expected SMU: _____	
VALUE: _____		PAYOUT TO: _____		AMOUNT: _____ PAID BY: _____	
MODEL: _____		YEAR: _____		SN: _____ Expected SMU: _____	
VALUE: _____		PAYOUT TO: _____		AMOUNT: _____ PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
SELL PRICE				\$292,908.81	
EXT WARRANTY				Included	
CVA				Included	
LESS TRADE ALLOWANCE				(\$183,500.00)	
DOC FEE				\$250.00	
NET TRADE DIFFERENCE				\$109,658.81	
TRADE-IN PAYOUT				\$90,000.00	
BALANCE DUE				\$199,658.81	
DISCLAIMER OF WARRANTIES					
PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.					
UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.					
<input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY		INITIAL		<input type="checkbox"/> USED EQUIPMENT	
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.				INITIAL	
12 Months Standard Warranty including 12 Months Mileage.				When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.	
938-84 MO/4000 HR PREMIER				Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.	
CSA: NEW Cat Customer Value Agreement - National Offer 2 Years, 1,000 Hour SOS and Filters					
NOTES: Sourcewell Contract#: 011723-CAT					

## THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY \_\_\_\_\_ DATE \_\_\_\_\_

Authorized Signature

APPROVED AND ACCEPTED ON \_\_\_\_\_

CITY OF DEADWOOD

PURCHASER

TITLE \_\_\_\_\_

BY \_\_\_\_\_

SIGNATURE

SALESMAN Riopel, Beau

TITLE \_\_\_\_\_

BUYER

BUTLER MACHINERY COMPANY / NCRL LLC

## CITY OF DEADWOOD-M036169-CAT 938-5 YR CONTRACT WITH BALLOON

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.790 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 STARTING AMOUNT	05/01/2025	199,408.81	1		
2 DOC FEE	05/01/2025	250.00	1		
3 PAYMENT	05/01/2026	25,913.55	4	Annual	05/01/2029
4 PAYMENT	05/01/2030	145,000.00	1		

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	STARTING AMOUNT	DOC FEE	PAYMENT	Interest	Principal	Balance
STARTING AMOUNT	05/01/2025	199,408.81					199,408.81
DOC FEE	05/01/2025		250.00		0.00	0.00	199,658.81
2025 Totals		199,408.81	250.00	0.00	0.00	0.00	
2026 Totals	1 05/01/2026	0.00	0.00	25,913.55	11,560.25	14,353.30	185,305.51
2027 Totals	2 05/01/2027	0.00	0.00	25,913.55	10,729.19	15,184.36	170,121.15
2028 Totals	3 05/01/2028	0.00	0.00	25,913.55	9,850.01	16,063.54	154,057.61
2029 Totals	4 05/01/2029	0.00	0.00	25,913.55	8,919.94	16,993.61	137,064.00
2030 Totals	5 05/01/2030	0.00	0.00	145,000.00	7,936.00	137,064.00	0.00
Grand Totals		199,408.81	250.00	248,654.20	48,995.39	199,658.81	

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
938M	CATERPILLAR (AA)	PJ3R08011	2019	\$183,500.00

**WARRANTY**

Standard Warranty:	12 Months Standard Warranty including 12 Months Mileage.
Extended Warranty:	938-84 MO/4000 HR PREMIER
CSA	NEW Cat Customer Value Agreement - National Offer 2 Years, 1,000 Hour SOS and Filters

**ADDITIONAL CONSIDERATIONS**

- Sourcewell Contract#: 011723-CAT

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Beau Riopel  
Machine Sales Representative BeauRiopel@buttermachinery.com  
605-209-4668

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: April 28, 2025

Organization: Red Knights International Motorcycle Club, South Dakota Chapter 1

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

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

## Contact Information:

Name: Corey LaFave

Address: 130 Hampton Dr Pierre SD 57501

Phone #: 605-280-8802

Email: sd1@redknightsmc.com

501 (c) 3- Non Profit: Yes ☐ No ☒

Dates of Ticket Sales: June 27+28

Date of Raffle Drawing: June 28

Value of Raffle Prize: 50/50 drawing

Proceeds will benefit: RKMC South Dakota Chapter 1 (Pierre, SD)

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

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

our club is  
charitable but not  
501(c)3 yet. I believe  
RKMC is national's.

Tickets will only  
be sold to Red Knight  
members attending  
our Western Rally.

**PUBLIC NOTICE  
CITY OF DEADWOOD  
NOXIOUS WEEDS  
AND TALL GRASS REGULATIONS**

**NOTICE IS HEREBY GIVEN** to each resident and property owner within the City of Deadwood, South Dakota, that all weeds of the kind known as Russian thistle, Canadian thistle, cocklebur, ragweed, goldenrod, burdock, barbery tansy, creeping jenny, quackgrass, or sunflower and all other noxious weeds of a malodorous nature, are declared a nuisance.

It is the duty of the owner, occupant, or person in charge of any lot in the city to keep such lot free from weeds as defined herein or to cut such weeds at such times as may be necessary to prevent their growth. Weeds and grass left uncut cause an unsightly appearance, create a fire hazard, and offer an environment conducive to rodents and small animals.

**NOTICE IS FURTHER GIVEN** that each resident, property owner, or person in charge of any lot within the city shall cut and remove all noxious weeds, and keep grass and other weeds cut as to prevent aforementioned problems from occurring. Failure to keep such weeds and grass cut will cause the same to be cut and assess the costs thereof against the property benefitted.

Published \_\_\_\_\_

Published twice at the cost of \$ \_\_\_\_\_