



City Commission Regular Meeting Agenda

Monday, November 20, 2023 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of November 6, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for November 20, 2023

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

- a. Permission to hire Jessica Tolar as part-time Library Assistant I at \$14.33 per hour effective November 28, 2023 pending pre-employment screening.
- b. Permission to accept resignation from lifeguard James Phillips effective November 16, 2023
- c. Permission to extend up to 42.5 hours of vacation time for Jessica McKeown until January 15, 2024.
- d. Permission to increase pay for Police Officer Brandon Webb from \$23.22 to \$25.79 per hour effective November 19, 2023 after graduating and becoming certified from the Police Academy.
- e. Add Shaun Brautigian, Jeremy and Sarah Van Tassel effective October 12, 2023 to the Volunteer Fire Department Roster and Anita Knipper and Charles Eagleson effective November 9, 2023 to the volunteer list for Historic Preservation for workers compensation purposes.

- f. Permission to accept resignation for Tessa Allen from the Library Board effective November 13, 2023.
- g. Appoint Alison Ball to Library Board with term December 1, 2023 thru December 31, 2026.
- h. Permission to approve abatement request for Lawrence County parcel 30205-00000-080-00. (Crawford Addition II Tract 1)
- i. Permission to sell 1,500 trolley tokens to the Deadwood Chamber of Commerce and Visitor's Bureau at a cost of \$1,500.00 to be given away during the 2024 St. Patrick's Day event for DriveSafeSD. Recommendation from the Parking & Transportation Committee.
- j. Permission to allow free use of two City of Deadwood Trolleys for the American Legion Go Getters Reception on February 17, 2024 between 6:00 pm - 8:00 pm. Recommendation from the Parking & Transportation Committee.
- k. Permission to purchase 28 tons of De-Icing salt from BlackStrap, Inc. at a cost not to exceed \$4,900.00. (To be paid from Streets supplies budget.)
- l. Allow use of public property at the Event Complex for Lead Deadwood Girls Softball Friday, June 14 through Sunday, June 16, 2024.
- m. Permission to sign contract with Lookout Plan and Code Consulting for building plan reviews in 2024. (The cost of review is reimbursed by applicant.)
- n. Approve Special Alcohol License for Cadillac Jacks to serve alcohol at Event Complex from 9:00 a.m. to 9:00 p.m. Sunday, May 26, 2024 for Back When They Bucked Event. No public hearing necessary since license is on publicly owned property.
- o. Approve Special Alcohol License for First Gold to serve alcohol at Event Complex Sunday, July 7 through Thursday, July 11, 2024 from 9:00 a.m. to 9:00 p.m. for 3 Wheeler Rally Event. No public hearing necessary since license is on publicly owned property.
- p. Permission for Mayor to sign Temporary Construction easement with Jim Waisanen for work associated with the FEMA/Whitewood Creek Project.
- q. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Variance - Setbacks - Lot 1 Block 3A Mystery Wagon Road - WJP Holdings, LLC (William Pearson) legally described as Lot 1, Block 3A of the Palisades Tract of the Deadwood Stage Run Addition to the City of Deadwood Located in the SW1/4 of Section 14, the SE14 of Section 15, the NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Recommend Approval by Planning and Zoning Commission and Approved by Board of Adjustment on May 15, 2023.
- r. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Variance - Setbacks - 3 Pearl Street - Bob and Bonita Goode legally described as Lot A, Block 7, Highland Park Addition, Formerly a Portion of Lots 1 thru 6, Block 7 Highland Park Addition, City of Deadwood, Lawrence County, South Dakota,

according to Plat Document No. 2009-6668. Recommend Approval by Planning and Zoning Commission and Approved by Board of Adjustment on August 7, 2023.

- s. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Variance - Setbacks - 22 Washington Street - Jackie and Diana Fisher and Bryan James Duffy Revocable Trust legally described as Tract C, Block 53, a Subdivision of Part of Lots 1 and 2, Block 53, Original Town, City of Deadwood, Located in the NW1/4 of Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota according to Plat Records as Document No. 2001-01165, Subject to Easements, Reservations, and Restrictions of Record. Recommend Approval by Planning and Zoning Commission and Approved by Board of Adjustment on July 3, 2023.
- t. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Vacation Home Establishment - 819 Main Street - Deadwood Rentals, LLC (Trinity Conrad) legally described as Lot 12 in Block A of Sunnyside Addition to the City of Deadwood as set out in Plat Book 3 Page 251, Lawrence County, South Dakota, Except that Part Deeded to the State of South Dakota for Highway Purposes as Set Out in Book 372 Page 58 and Page 168; and, Tract A-1 in Block A, a Replat of Tracts "A" and "B" of the Subdivision of Lot 13, Block A of Sunnyside Addition, Located in the NW1/4NE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, According to Plat Filed in Document No. 2001-4003. Recommend Approval by Planning and Zoning Commission on September 6, 2023 and Approved by Board of Adjustment on September 18, 2023.
- u. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Vacation Home Establishment - 64 Cliff Street - Owson Properties, LLC (Mike and Kat Sneesby) legally described as Lot X2 of Riverside Addition City of Deadwood, Lawrence County, South Dakota Formerly Lot X of Riverside Addition located in the NE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Recommended Approval by the Planning and Zoning Commission on August 16, 2023 and Approved by Board of Adjustment on August 21, 2023.
- v. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Bed and Breakfast Establishment - 5 Burlington - Jay and Pam Smith legally described as Lots Three (3) and Four (4) of Peck's Garden Subdivision of Part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, According to the Recorded Plat Thereof. Recommended Approval by Planning and Zoning Commission on July 5, 2023 and Approved by Board of Adjustment on July 17, 2023.
- w. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Home Business - 63 Stewart Street - Carson Witt legally described as the Easterly 50 Feet of Lot 2, Block 72 Original Town in the City of Deadwood Lawrence County, South Dakota Except that Portion Deeded to the City of Deadwood for Street Purposes. Recommend Approval by Planning and Zoning Commission on April 19, 2023 and Approved by Board of Adjustment on May 1, 2023.

- x. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Vacation Home Establishment - 36 Water Street - Deadwood Rentals, LLC (Trinity Conrad) legally described as Tract A, an 8' Platted Alley and a Portion of Lot R-1 of the City of Deadwood Railroad Property all Located in the Hillsdale Addition to the City of Deadwood, in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood Lawrence County, South Dakota; and, Tract B-1, McGovern Hill Addition of the City of Deadwood, Located in the NW1/4W1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Recommend Approval by Planning and Zoning Commission on August 16, 2023 and Approved by Board of Adjustment on August 21, 2023.

7. **Bid Items**

- a. Results of bid opening for retaining wall project at 33 1/2 Jackson Street held on November 16, 2023 at 2:00 p.m. Complete Concrete - \$290,800.00; RCS Construction - \$196,000.00.

8. **Public Hearings**

- a. Hold public hearing for New Year's Eve Ball Drop Event: Main Street closure from Pine Street to Lee Street from 11:50 pm. on December 31, 2023 to 12:10 a.m. on January 1, 2024 for the New years Eve Ball Drop at the Franklin Hotel.
- b. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 9 from 5:00 p.m. to 10:00 p.m., Saturday, February 10 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends and waiver of banner fees for event sponsors on Saturday, February 10, 2024.
- c. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 on Friday, March 15 from 5:00 p.m. to 10:00 p.m. and Saturday, March 16 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 16 from noon until parade ends; street closure on Main Street from Wall Street to Pine Street at noon on Saturday, March 16 to 6:00 a.m. on Sunday, March 17 and waiver of banner fees for event sponsors on Saturday, March 16, 2024.
- d. Hold public hearing for Back When They Bucked Event: waiver of user fees Wednesday, May 22 through Tuesday, May 28 and open container from 9:00 a.m. to 9:00 p.m. on Sunday, May 26, 2024 at Event Complex.
- e. Hold public hearing for 3 Wheeler Rally Event: street closure on Main Street from Wall St. to Deadwood St. for motorcycle parking on Wednesday, July 10 from 2:00 p.m. to 4:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Thursday, July 11 from 8:30 p.m. until parade ends; open container Sunday, July 7 though Thursday, July 11, 2024 from 11:00 a.m. to 10:00 p.m. each day at Event Complex.
- f. Set public hearing on December 4 for Retail (on sale) Liquor License Transfer from Broken Arrow Trading Company to Nugget Saloon, LLC

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance No. 1386 Amending Chapter 17.08 and Chapter 17.100.030 of Title 17 regarding spot zoning.
- [b.](#) Second Reading Ordinance #1388 - 2024 Budget Appropriations.
- [c.](#) Permission to expend up to \$10,000.00 with Golden West Technologies for six new desktop computers (including install) to replace outdated city network computers. (To be paid from IT Professional Services.)
- [d.](#) Permission to approve Not-For-Profit grant request from Broken Boot Gold Mine in the amount of \$15,301.52 for resource repairs. (To be paid by Historic Preservation.)
- [e.](#) Permission pay Central Square in an amount not to exceed \$7,397.40 for printer software, setup fee and training for previously ordered Police printers. (To be paid by Police Professional Services.)
- [f.](#) Permission to pay McKie Ford for 2023 Ford F-600 4X4 in the amount of \$69,480.00 which was bid/ordered in 2022. (To be paid by Streets Equipment budget.)
- [g.](#) Permission to purchase a new Fuel Management System in the amount not to exceed \$17,974.00 from Grimm's Pump Service. (To be paid 50/50 split from Streets and Parking & Transportation budgets.)
- [h.](#) Permission to pay Rasmussen Mechanical Services in the amount of \$7,077.29 for repairs to the radiant tube heater in the Water Department shop. (To be paid by Public Buildings repairs budget.)
- [i.](#) Permission to enter into five-year (\$86.41 per month) lease with Century Business Products for a Kyocera TASKalfa 2554ci copy/printer for the Recreation center. (To be paid from 2024 Bed & Booze Professional Services.)

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

- [a.](#) Free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 22 thru Monday, December 26, 2023. Revenue received from holiday parking will be dispersed to local non-profit organizations. Information on how to apply will be posted in future meetings and on social media.
- [b.](#) Raffle permit received from South Dakota Association of Plumbing, Heating, Cooling Contractors. Drawing will be held February 22, 2024.
- [c.](#) The Library Board is looking for a board member with a term to begin January 1, 2024. For additional information, please reach out to Patty at the Library.

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
Executive Session for Union negotiations per SDCL 1-25-2(4) w/ possible action

13. **Adjournment**

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

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

If you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, NOVEMBER 6, 2023

The Regular Session of the Deadwood City Commission convened on Monday, November 6, 2023 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Charlie Struble. Commission Gary Todd was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Martinisko seconded to approve the minutes of October 16 , 2023. Roll Call: Aye-All. Motion carried.

OCTOBER 2023 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$22,940.80; PUBLIC BUILDINGS, \$6,836.91; POLICE, \$78,143.85; FIRE, \$5,479.08; BUILDING INSPECTION, \$4,852.40; STREETS, \$30,127.33; PARKS, \$33,264.34; PLANNING & ZONING, \$5,857.54; LIBRARY, \$7,794.30; RECREATION CENTER, \$17,374.34; HISTORIC PRESERVATION, \$22,828.96; WATER, \$18,156.71; MT. MORIAH, \$6,563.14; PARKING METER, \$14,073.54; TROLLEY, \$16,901.09; PARKING RAMP, \$2,888. **PAYROLL TOTAL: \$297,774.61.**

OCTOBER 2023 PAYROLL PAYMENTS:

Internal Revenue Service, \$70,143.89; S.D. Retirement System, \$21,380.15; Delta Dental, \$3,384.40.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the November 6, 2023 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	638.71
A & B WELDING	SERVICE	237.59
A & I DISTRIBUTORS	SUPPLIES	36.32
ACE HARDWARE	SUPPLIES	219.66
ALL ASPECTS	SERVICE	870.00
ALPINE IMPRESSIONS	SERVICE	386.00
AMAZON CAPITAL	SUPPLIES	2,250.71
AMERICAN LIBRARY ASSOCIATION	MEMBERSHIP	247.00
ANCESTOR CONCRETE & MASONRY	PROJECT	5,700.00
API SYSTEMS INTEGRATORS	SERVICE	1,500.00
BERBERICH DESIGN	PROJECT	4,643.64
BH CHEMICAL	SUPPLIES	1,253.30
BH LIBRARY	FEE'S	566.71
BH PIONEER	SERVICE	424.62
BLUEPEAK	SERVICE	4,304.89
BOMGAARS	SUPPLIES	55.98
BRYANT, LINDA	PROJECT	508.98
CASEY PETERSON	CONSULTING	36,487.57
CIVICPLUS	SERVICE	189.56
CONRADS BIG "C" SIGNS	PROJECT	2,752.05
CRYSTEEL TRUCK EQUIPMENT	SERVICE	18,695.00
CULLIGAN	SUPPLIES	274.20
DEADWOOD ALIVE	OCTOBER	10,000.00
DEADWOOD CHAMBER	MARKETING	94,598.31
DEADWOOD CHAMBER - OUTLAW	BID #9	108,146.42
DEADWOOD ELECTRIC	SERVICE	1,203.44
DVFD	REIMBURSEMENT	2,661.59
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD GRANITE	SERVICE	1,100.00
DMD CONSTRUCTION	PROJECT	3,257.60
DRUMMOND, NICHOLAS	PROJECT	5,734.19
EKLUND, GARRETT	REIMBURSEMENT	539.44
FIRST INTERSTATE BANK	TIF #8	9,098.81
GOLDEN WEST	SERVICE	75.00
GOODE, BONITA	REIMBURSEMENT	23.13
GREAT WESTERN TIRE	SERVICE	1,199.78
HAWKINS	SUPPLIES	1,277.98
INLAND TRUCK PARTS	SUPPLIES	27.19
K4 TRAILS	PROJECT	13,140.00
KNECHT	SUPPLIES	188.50
KNOX COMPANY	SUPPLIES	1,146.00
KO SAFETY SERVICES	SERVICE	2,433.00
KT CONNECTIONS, INC.	SERVICE	510.00
LAWRENCE CO. REGISTER	SERVICE	30.00
LDS STUDENT COUNCIL	WREATH-GARLAND	1,956.00
LYNN'S	SUPPLIES	146.35
MARCO	CONTRACT	164.98
MENARD'S	SUPPLIES	374.67
MID-AMERICAN RESEARCH CHEM	SUPPLIES	566.84
MIDWEST TAPE	SUPPLIES	123.95
MDU	SERVICE	4,826.75
MORFORD ELECTRIC	SERVICE	737.95
MR. LIFTER'S	PROJECT	9,525.56
MS MAIL	SERVICE	1,020.30
MUTUAL OF OMAHA	INSURANCE	275.12

REGULAR MEETING, NOVEMBER 6, 2023

ONSITE FIRST AID	SUPPLIES	369.55
PETTY CASH	HP/ZONING	112.40
QUIK SIGNS	SERVICE	2,349.12
QUILL	SUPPLIES	191.00
RADENSLEBEN, COLTAN	REIMBURSEMENT	48.00
RADENSLEBEN, ROBERT	REIMBURSEMENT	48.00
RASMUSSEN MECHANICAL	SERVICE	3,115.21
RCS CONSTRUCTION	PROJECT	340,052.50
S AND C CLEANERS	CLEANING	9,228.00
SACRISON ASPHALT	SERVICE	420.80
SAFETY BENEFITS	REGISTRATION	300.00
SANDER SANITATION	SERVICE	12,848.90
SD DEPT. OF MOTOR VEHICLES	SERVICE	53.40
SD PUBLIC HEALTH LAB	TESTING	401.00
SDML WORKERS' COMP FUND	PREMIUM	88,441.00
SIMON MATERIALS	SERVICE	255.45
SOUTHSIDE OIL	FUEL	16,839.18
STATION AUTOMATION	SERVICE	420.00
STURDEVANT'S	SUPPLIES	20,125.91
STURGIS RESPONDER SUPPLY	UNIFORMS	1,574.98
SUMMIT SIGNS AND SUPPLY	SERVICE	216.00
THE LIBRARY STORE	SUPPLIES	670.83
THIS OLD HOUSE	RENEWAL	25.00
TOWEY DESIGN GROUP	PROJECT	2,905.50
TREE WISE MEN	SERVICE	50,000.00
TWIN CITY HARDWARE	SUPPLIES	2,682.32
USA BLUEBOOK	SUPPLIES	174.47
VERIZON WIRELESS	SERVICE	708.50
VIEHAUSER ENTERPRISES	SERVICE	714.98
WELLMARK	INSURANCE	51,598.53
WESTERN STATES FIRE PROTECTION	INSPECTION	675.00
WOLFPACK WORKING DOGS	REFUND	1,000.00
ZEP SALES	SUPPLIES	281.32

Total \$977,198.19

CONSENT

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

- A. Permission to hire Edward Allen as full-time (non-certified) police officer at \$23.22 per hour effective November 12, 2023 pending pre-employment screening.
- B. Permission to hire Fatih Gokce as Community Service Officer at \$19.00 per hour (D9 rank) effective November 8, 2023 pending pre-employment screening.
- C. Permission to promote James Olson to Sergeant I at \$29.71 per hour, effective November 12, 2023.
- D. Permission to accept resignation from Para-transit Driver Kathryn Larsen effective November 10, 2023.
- E. Permission to advertise in-house for 5 days and also with outside sources for Para-Transit Driver at \$15.66 per hour.
- F. Permission to increase wage of Garrett Eklund to \$26.00 per hour (D16 rank) effective November 12, 2023 due to completing CDL certification.
- G. Permission to remove Mt. Moriah seasonal ticket booth attendants from payroll; Ruth Durst, Gertrude Anderson, David Trentz, Phyllis Fleming and Douglas White effective October 15, 2023.
- H. Approve revised job description for Community Service Officer.
- I. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers.
- J. Permission to pay Select Stone in the amount of \$4,888.50 for replacement stone and caps on the Welcome Center pedestrian wall, due to damage done by equipment and salt erosion. (To be paid by Streets repair budget.)
- K. Acknowledge SD Wildland Fire Grant in the amount of \$10,000.00 for the purchase ten sets of personnel protective gear for the Fire Department.
- L. Permission to purchase 28 tons of De-Icing salt from BlackStrap, Inc, at a cost not to exceed \$4,900.00. (To be paid from Streets supplies budget.)
- M. Permission to pay M.S. Mail \$3,500.00 to print and mail the 2024 Neighborhood Block Club Calendar. (To be paid from HP Public Education and Block Club line items.)
- N. Acknowledge upgrade of iWorQ software for License and Contractor License Management modules in the total amount of \$1,500.00. (To be paid by Data Processing and Building Inspector Professional Services budgets.)
- O. Permission for Mayor to sign Permanent, Temporary and Utility Easements associated with the FEMA/Whitewood Creek Project.
- P. Permission to purchase 5,500 gallons of diesel at \$3.73 per gallon from Southside Oil.

REGULAR MEETING, NOVEMBER 6, 2023

- Q. Permission to pay Summit Fire Protection in the amount of \$4,671.00 for annual fire extinguisher inspection for all public buildings (To be paid out of the Public Buildings Professional Services budget.)
- R. Renew Liquor and Wine Licenses for 2024, pending payment of Business Improvement District and property taxes.

**APPROVAL OF APPLICATIONS
FOR LIQUOR/WINE LICENSE RENEWALS FOR 2024**

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
 BY Development Inc., Cadillac Jacks (RL-504)
 Deadwood Gaming CHCI LLC, Deadwood Comfort Inn (CL-501)
 Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
 DHIH, LLC – Rocksino by Hard Rock Deadwood, (CL-508)
 Ernest Hospitality, LLC, Deadwood Gulch Resort (CL-15404)
 First Gold, Inc., First Gold Hotel, (CL-502)
 Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)
 Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
 Mason Hotel, (CL-511)
 SGMSD LLC, Historic Franklin Hotel (CL-506)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)
 Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)
 Ernest Hospitality, LLC., Deadwood Gulch Resort, (PL-4522)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)
 Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)
 B.P.O Elks Lodge #508, Elks Lodge (RL-5540)
 Broken Arroe Trading company, Broken Arrow Trading Company (RL-5536)
 DBUH, LLC, Bullock Hotel (RL-5542)
 Full Throttle S'loonshine, LLC, Deadwood Distillery (RL-5534)
 Main Ledge LLC, Midnight Star (RL-5995)
 Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)
 Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)
 SGMSD LLC, Silverado Gaming Establishment (RL-5538)
 VFW Post 5969, VFW (RL-5541)

RETAIL (ON SALE) LIQUOR – RESTAURANT

Jacobs Restaurant Inc. Jacobs Restaurant (RR-26948)
 Mustang Sally's, Inc., Mustang Sally's (RR-26941)
 Door 4 LLC, Fairmont Hotel/Oyster Bay (RR-29555)

RETAIL (ON-OFF SALE) WINE

Aces Full Inc., Mr. Wu's (RW-6646)
 Angels Attic Uncorked, Angels Attic (RW-20691)
 Black Hills Provisions, The Vault (RW-29579)
 Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)
 BY Development Inc., Cadillac Jacks, (RW-6537)
 Celebrity Hotel, Inc, Celebrity Hotel (RW-26807)
 Clark & Apex, Deadwood Badlands, (RW-29204)
 Deadwood DDG, Black Hills Deadwood (KOA) (RW-27686)

REGULAR MEETING, NOVEMBER 6, 2023

Deadwood Hotels, Four Points by Sheraton, (RW-27808)
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant (RW-27949)
 Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
 Deadwood Tobacco Company, Deadwood Tobacco (RW-6648)
 Door 4 LLC, Fairmont/Oyster Bay (RW-6461)
 Ernest Hospitality, LLC, Deadwood Gulch Resort, (RW-6401)
 Family Dollar Stores of SD, Family Dollar (RW-26390)
 First Gold Inc., First Gold Hotel (RW-27660)
 Gold Run LLC, Super 8 Deadwood, (RW-6447)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
 Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
 Jacobs Restaurant Inc., Jacobs Restaurant, (RW-26825)
 Jacobs Family International, Jacobs Gallery (RW-25947)
 Michelles Tacos Deadwood LLC, Michelles Tacos Deadwood (RW-28261)
 M.S. Mail, LLC, M.S. Mail, (RW-22642)
 Mustang Sallys Inc., Mustang Sallys, (RW-6499)
 Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
 Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
 SGMSD, LLC, Silverado, (RW-6436)
 SGMSD LLC, Historic Franklin Hotel, (RW-6643)
 Sportsbook Deadwood LLC, The Landmark Casino (RW-29206)
 Waufle Travel, Deadwood Day Spa (RW-27362)
 Winery Hill City LLC, Sick & Twisted Brewing, (RW-24025)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)

PUBLIC HEARINGS**Snocross**

Public hearing was opened at 5:03 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.
 Martinisko moved, Struble seconded to approve waiver of user fees at the Event Complex Monday, January 22 through Sunday, January 28, 2024. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Struble seconded to set public hearing on November 20 for New Year's Eve Ball Drop Event. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on November 20 for Mardi Gras Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on November 20 for St. Patrick's Day Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on November 20 for Back When They Bucked Event. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on November 20 for 3-Wheeler Rally Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**First Reading**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the amendment to the Ordinance. Martinisko moved, Struble seconded to approve first reading of Ordinance #1386 Amending Chapter 17.08 and Chapter 17.100.030 of Title 17 regarding spot zoning. Roll Call: Aye-All. Motion carried.

First Reading

Finance Officer McKeown spoke about the expenses, funds and stated total budget for 2024 is 22,363,732.00. Commission thanked Department Heads and staff for their work. Martinisko moved, Johnson seconded to approve first reading of Ordinance#1388 2024 Budget Appropriations. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, NOVEMBER 6, 2023Final Plat

Kuchenbecker spoke about the plat. Struble moved, Johnson seconded to Act as Board of Adjustment and approve Final Plat creating property lines and transfer of property for PSF, LLC at the Summit at Deadwood Stage Run. Legally describes as: Plat of Lot 12, Block 5 and Dedicated Public Right of Way of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW1/4 of Section 14, the SE1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Agreement

McKeown spoke about the agreement. Martinisko moved, Johnson seconded to allow Mayor to sign agreement with Iron Outfitter Waste Services (dba Sander Sanitation) for garbage service from January 1, 2024 through December 31, 2028. Roll Call: Aye-All. Motion carried.

Purchase

Parking and Transportation Director Lux spoke about the purchase. Johnson moved, Struble seconded to purchase new brake pads with installation for five trolleys from Pit Crew 2 You at a cost not to exceed \$5,000.00. (To be paid from Trolley supplies.) Roll Call: Aye-All. Motion carried.

Agreement

Kuchenbecker spoke about the agreement. Struble moved, Martinisko seconded to allow Mayor to sign the 2019 Infrastructure Disaster Recovery Program Agreement with the South Dakota Department of Public Safety for the FEMA project #123108 and appoint Planning, Zoning and Historic Preservation Officer, Kevin Kuchenbecker as a designee. This agreement shall be for an amount up to \$6,817,500.00. Roll Call: Aye-All. Motion carried.

Quote

Lux spoke about the quote. Martinisko moved, Struble seconded to accept quote for engineering services for the Deadwood Hill Trailhead parking lot for construction document and design services with FMG Engineering in the amount of \$34,650.00. (To be paid by Parking & Transportation Professional Services budget.) Roll Call: Aye-All. Motion carried.

Contract

Rec Center Manager Russell spoke about the software. Discussion was held concerning renewal price. Martinisko moved, Johnson seconded to allow Mayor to sign contract with CivicRec for Parks, Recreation and Events Management software in the amount of \$5,750.00. (To be paid from Rec Center Equipment budget.) Roll Call: Aye-All. Motion carried.

Hire

Parks, Recreation & Events Director Adler spoke about the hire. Martinisko moved, Struble seconded to hire Rasmussen Mechanical to replace the ultra-violet water treatment at the Rec Center at a cost not to exceed \$9,397.00 (To be paid from Rec Center Equipment budget.) Roll Call: Aye-All. Motion carried.

Hire

Adler spoke about the hire. Kevin Wagner, Main Street Initiative, spoke about the trails around Mt. Moriah. Eric Henneman, Trails Committee, spoke about trail possibly connecting to White Rocks. Struble moved, Martinisko seconded to hire K4 Trails at a cost of \$19,490.00 to construct 3,878 linear feet of recreational trail from Mr. Moriah Cemetery to Van Buren Avenue on City Property as part of the Deadwood Master Plan Trail System. (To be paid through BID 8 and MSI Funds.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Observance of Veteran's Day – Deadwood City Hall and Deadwood Library will be closed on Friday, November 10. Deadwood Rec Center will be closed on Saturday, November 11, 2023.

REGULAR MEETING, NOVEMBER 6, 2023

Ron Pray, resident, is concerned about having a smoking business in close proximity to the Elementary School and would like to see the Commission preserve and protect the integrity of the school like they did with vacation rentals within neighborhoods.

On behalf of the Commission, Mayor Ruth Jr. extended condolences to the family of former Planning and Zoning Commissioner Jim Shedd.

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

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:39 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, November 6, 2023 at 5:00 p.m.

After coming out of executive session at 6:12 p.m.,

Martinisko moved, Struble seconded to allow Planning, Zoning and Historic Preservation Officer Kuchenbecker to sign purchase agreement and authorize payment for School Lot 36 (Parcel ID: 30075-00036-000-15) and School Lot 38 (Parcel ID: 30075-00038-000-10) in the total amount of \$45,000.00 plus closing costs from Lead-Deadwood School District in order to protect the environs of the Deadwood National Historic Landmark and authorize funding to be allocated from Deadwood Historic Preservation funds. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow Mayor and Finance Officer McKeown to sign the Notice of Redemption and Prepayment for Series 2019 A bond with US Bank Trust Company. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to adjourn.

ATTEST: _____ DATE: _____

Jessica McKeown, Finance Officer
Published once at the total approximate cost of _____

BY: _____
David Ruth Jr., Mayor

11/17/2023 11:31 AM
 PACKET: 06394 COMBINED - 11/21/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 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
01-3309	THE LORD'S CUPBOARD					
		I-10/05/23	101-3000-699	MISC REVENUE RECYCLING -10/5,19,25,11/06,16	000000	223.66
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						223.66
01-0361	SD PUBLIC ASSURANCE ALL					
		I-30010	101-4111-421	INSURANCE ADD INS-2023 FORD F600 VIN6946	000000	567.04
01-0418	BLACK HILLS PIONEER					
		I-107940	101-4111-423	PUBLISHING AD HONORING POLICE OFFICERS	000000	184.00
		I-112 - 2023	101-4111-423	PUBLISHING MINUTES - 9/18/23	000000	145.58
		I-120 - 2023	101-4111-423	PUBLISHING NOH - K9 KEG PULL	000000	16.50
		I-121 - 2023	101-4111-423	PUBLISHING NOH - DEADWOOD'S SNOCROSS	000000	18.93
		I-208 - 2023	101-4111-423	PUBLISHING MINUTES - 10/2/23	000000	154.80
		I-209 - 2023	101-4111-423	PUBLISHING NOH - DEADWOOD'S SNOCROSS	000000	12.62
01-1606	RADENSLEBEN, ROBERT					
		I-11/02/2023	101-4111-422-01	PROF. SERV. S MEAL REIMBSMT-SAFETY CONF.	000000	28.00
01-1838	RAMKOTA HOTEL					
		I-10036D - 11/2/23	101-4111-422-01	PROF. SERV. S 5 ROOMS - SAFETY CONF./PIERRE	000000	510.00
01-3775	LUX, JUSTIN					
		I-11/2/23	101-4111-422-01	PROF. SERV. S REIMBS LUNCH - SAFETY CONF.	000000	14.00
01-4625	FIB CREDIT CARDS					
		I-10/31/23FINANCECCD	101-4111-422-01	PROF. SERV. S 5 REGIS.FEES-SAFETY CONFERENCE	000000	300.00
01-5152	RADENSLEBEN, COLTAN					
		I-11/2/2023	101-4111-422-01	PROF. SERV. S MEAL REIMBSMT-SAFETY CONF.	000000	28.00
01-5163	RILEY, TOM					
		I-11/2/23	101-4111-422-01	PROF. SERV. S REIMBS.LUNCH - SAFETY CONF.	000000	14.00
01-5164	WITT, PAXTON					
		I-11/2/2023	101-4111-422-01	PROF. SERV. S REIMBS.LUNCH - SAFETY CONF.	000000	14.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						2,007.47
01-2394	GUNDERSON, PALMER, NELS					
		I-128727	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,200.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						1,200.00
01-0800	MORRISON, RONDA					
		I-005	101-4142-422	PROFESSIONAL OCT.CONTRACTED SERVICES - FIN.	000000	1,700.00

11/17/2023 11:31 AM
 PACKET: 06394 COMBINED - 11/21/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 142 FINANCE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-11/16/2023	101-4142-426	SUPPLIES	PETTY CASH - FIN.OFC.SUPPLIES	000000 55.30
01-2160	CRAMER MARKETING					
		I-42993	101-4142-426	SUPPLIES	YEAR END FORMS - FINANCE	000000 269.47
01-4625	FIB CREDIT CARDS					
		I-10/31/23 PUB BLDGS	101-4142-426	SUPPLIES	DEPOSIT TICKET BOOKS/FINANCE	000000 114.31
		I-10/31/23FINANCECCD	101-4142-426	SUPPLIES	SEP BDAYS/FALL DECOR - FINANCE	000000 32.94
01-4711	AMAZON CAPITAL SERVICES					
		I-1RL3-NWLT-61F4	101-4142-426	SUPPLIES	WALL CALENDAR - FINANCE	000000 16.82
		I-1VM6-WW9J-649L	101-4142-426	SUPPLIES	CALENDARS - FINANCE	000000 45.45
01-5159	LEAD-DEADWOOD COMMUNITY					
		I-2310	101-4142-427	TRAVEL	L/D COMMUNITY FUND LUNCHEON	000000 20.00
					DEPARTMENT 142 FINANCE	TOTAL: 2,254.29

01-0223	COCA COLA BOTTLING HIGH					
		I-4556200	101-4192-426	SUPPLIES	(54656) OUNCE USAGE/EVENT CENT	000000 2,459.52
01-0429	BLACK HILLS ENERGY					
		I-POWER 10/30/23	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000 18.71
		I-POWER 10/30/23	101-4192-428	UTILITIES	0 US HIGHWAY 14A TRAFFIC SIG	000000 57.45
		I-POWER 10/30/23	101-4192-428	UTILITIES	SPEED SIGN 1 1/2 MCKINLEY ST	000000 15.00
		I-POWER 10/30/23	101-4192-428	UTILITIES	TRAFFIC LIGHTS 1 MCKINLEY ST	000000 24.62
		I-POWER 10/30/23	101-4192-428	UTILITIES	MT MORIAH VIS CNTR	000000 234.40
		I-POWER 10/30/23	101-4192-428	UTILITIES	TX BOOTH/BATHROOM MT MORIAH	000000 105.70
		I-POWER 10/30/23	101-4192-428	UTILITIES	METHODIST MEM PARK 10 SHINE	000000 29.77
		I-POWER 10/30/23	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES ST	000000 18.71
		I-POWER 10/30/23	101-4192-428	UTILITIES	101 MICKELSON TRAIL	000000 536.76
		I-POWER 10/30/23	101-4192-428	UTILITIES	102 WATER TANK LN	000000 15.00
		I-POWER 10/30/23	101-4192-428	UTILITIES	105 1/2 SHERMAN TRAFFIC LIGHTS	000000 75.48
		I-POWER 10/30/23	101-4192-428-13	UTILITIES - R	105 SHERMAN ST REC CENTER	000000 5,617.64
		I-POWER 10/30/23	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000 30.86
		I-POWER 10/30/23	101-4192-428-04	UTILITIES - C	108 SHERMAN ST CITY HALL	000000 2,556.08
		I-POWER 10/30/23	101-4192-428	UTILITIES	TIMMS LANE POLE BLDG	000000 54.96
		I-POWER 10/30/23	101-4192-428	UTILITIES	PUMP 119 DENVER AVE	000000 1,039.41
		I-POWER 10/30/23	101-4192-428	UTILITIES	PRESSURE REG STATION 13 CRESC	000000 74.08
		I-POWER 10/30/23	101-4192-428	UTILITIES	135 SHERMAN ST LIGHTS	000000 85.02
		I-POWER 10/30/23	101-4192-428	UTILITIES	135 WILLIAMS ST LIGHTS	000000 26.80
		I-POWER 10/30/23	101-4192-428-03	UTILITIES - B	BALLFIELD 15 CRESCENT ST	000000 154.75
		I-POWER 10/30/23	101-4192-428-06	UTILITIES - D	RODEO GROUNDS ARENA	000000 24.71
		I-POWER 10/30/23	101-4192-428-11	UTILITIES - P	PARK SHOP 15 CRESCENT ST	000000 293.51
		I-POWER 10/30/23	101-4192-428-06	UTILITIES - D	15 CRESCENT ST RODEO	000000 1,376.24
		I-POWER 10/30/23	101-4192-428-06	UTILITIES - D	15 CRESCENT ST SNOWCROSS	000000 15.00
		I-POWER 10/30/23	101-4192-428	UTILITIES	WELCOME SIGN- DWD HILL	000000 16.94

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 10/30/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	662.70
		I-POWER 10/30/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	112.28
		I-POWER 10/30/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	29.17
		I-POWER 10/30/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.44
		I-POWER 10/30/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 10/30/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	120.62
		I-POWER 10/30/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	62.51
		I-POWER 10/30/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	138.89
		I-POWER 10/30/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	58.40
		I-POWER 10/30/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	36.18
		I-POWER 10/30/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	28.08
		I-POWER 10/30/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	91.45
		I-POWER 10/30/23	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
		I-POWER 10/30/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	324.84
		I-POWER 10/30/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	65.75
		I-POWER 10/30/23	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	62.59
		I-POWER 10/30/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	158.17
		I-POWER 10/30/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	208.08
		I-POWER 10/30/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	0.00
		I-POWER 10/30/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,269.11
		I-POWER 10/30/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	50.97
		I-POWER 10/30/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	82.65
		I-POWER 10/30/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	25.94
		I-POWER 10/30/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	19.02
		I-POWER 10/30/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.35
		I-POWER 10/30/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	94.39
		I-POWER 10/30/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	27.23
		I-POWER 10/30/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	101.49
		I-POWER 10/30/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	31.83
		I-POWER 10/30/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,484.97
		I-POWER 10/30/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	66.10
		I-POWER 10/30/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	344.59
		I-POWER 10/30/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	44.97
		I-POWER 10/30/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	95.14
		I-POWER 10/30/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	65.01
		I-POWER 10/30/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	648.14
		I-POWER 10/30/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	21.30
		I-POWER 10/30/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	461.88
		I-POWER 10/30/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	74.44
		I-POWER 10/30/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	965.07
		I-POWER 10/30/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	23.51
		I-POWER 10/30/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.44
		I-POWER 10/30/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.10
		I-POWER 10/30/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 10/30/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	62.06
		I-POWER 10/30/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	193.76
		I-POWER 10/30/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	99.55
		I-POWER 10/30/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	638.81

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 10/30/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	34.50	
		I-POWER 10/30/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	672.50	
		I-POWER 10/30/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,531.68	
		I-POWER 10/30/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	35.42	
		I-POWER 10/30/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	36.64	
		I-POWER 10/30/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	79.30	
		I-POWER 10/30/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	764.70	
		I-POWER 10/30/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	535.82	
		I-POWER 10/30/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	116.20	
		I-POWER 10/30/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.79	
		I-POWER 10/30/23	101-4192-428	UTILITIES 767 MAIN ST	000000	21.59	
		I-POWER 10/30/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00	
		I-POWER 10/30/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.38	
		I-POWER 10/30/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.55	
		I-POWER 10/30/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.46	
		I-POWER 10/30/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	606.35-	
01-0539	LEAD-DEADWOOD SANITARY						
		I-11/02/23 CONSUMP	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	47.48	
		I-11/02/23 CONSUMP	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	40.99	
		I-11/02/23 CONSUMP	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	39.27	
		I-11/02/23 CONSUMP	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	41.99	
		I-11/02/23 CONSUMP	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	249.35	
		I-11/02/23 CONSUMP	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00	
		I-11/02/23 CONSUMP	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	66.78	
		I-11/02/23 CONSUMP	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	37.05	
		I-11/02/23 CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY MT MORIAH	000000	7.70-	
01-1558	ECOLAB PEST ELIMINATION						
		I-3899394	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	171.93	
		I-3899395	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROG/REC	000000	100.63	
01-1626	SERVALL UNIFORM AND LIN						
		I-10/17/23 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0834738	000000	41.33	
		I-10/17/23 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 0834739	000000	38.37	
		I-10/17/23 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0834754	000000	41.55	

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 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-10/17/23	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0834756	000000	68.71
		I-10/17/23	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0834755	000000	58.95
		I-10/19/23	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0835982	000000	173.12
		I-10/19/23	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0835981	000000	55.48
		I-10/19/23	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0835980	000000	39.50
		I-10/19/23	INVOICES 101-4192-422-13	PROFESSIONAL REC CENTER / 0835983	000000	90.70
		I-10/31/23	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0840258	000000	41.33
		I-10/31/23	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 0840259	000000	39.23
		I-10/31/23	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0840272	000000	41.55
		I-10/31/23	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0840274	000000	68.71
		I-10/31/23	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0840273	000000	58.95
		I-11/02/23	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0841484	000000	176.87
		I-11/02/23	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0841483	000000	55.48
		I-11/02/23	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0841482	000000	39.50
		I-11/02/23	INVOICES 101-4192-422-13	PROFESSIONAL REC CENTER / 0841485	000000	90.70
01-3032	OTIS ELEVATOR COMPANY					
		I-100401372082	101-4192-422-02	PROFESSIONAL ELEVATOR MAINT 12/1-2/29/24/AM	000000	417.53
		I-100401372082	101-4192-422-09	PROFESSIONAL ELEVATOR MAINT 12/1-2/29/24/HA	000000	417.52
01-3151	KONE CHICAGO					
		I-871189996	101-4192-422-17	PROFESSIONAL- OCT ELEVATOR MAINT/DAYS MUS	000000	183.77
01-3342	RASMUSSEN MECHANICAL SE					
		I-CON011819	101-4192-422-22	PROFESSIONAL- 2022 PREVENT MAINT/MT MORIAH	000000	375.00
		I-CON011819	101-4192-422-24	PROFESSIONAL 2022 PREVENT MAINT/OUTLAW SQ	000000	597.50
		I-CON011819	101-4192-422-11	PROFESSIONAL 2022 PREVENT MAINT/PARKS DEPT	000000	655.00
		I-CON011819	101-4192-422-14	PROFESSIONAL 2022 PREVENT MAINT/STREETS	000000	367.50
		I-CON011819	101-4192-422-13	PROFESSIONAL 2022 PREVENT MAINT/REC CENTER	000000	2,518.75
		I-CON011819	101-4192-422-19	PROFESSIONAL 2022 PREVENT MAINT/SOUTH GATEW	000000	327.50
		I-CON011819	101-4192-422-21	PROFESSIONAL 2022 PREVENT MAINT/WELCOME CEN	000000	1,975.00
		I-CON011819	101-4192-422-15	PROFESSIONAL 2022 PREVENT MAINT/TROLLEY BAR	000000	157.50
		I-CON011819	101-4192-422-18	PROFESSIONAL 2022 PREVENT MAINT/FERGUSON FI	000000	393.75
		I-CON011819	101-4192-422-01	PROFESSIONAL 2022 PREVENT MAINT/ADAMS HOUSE	000000	1,098.75
		I-CON011819	101-4192-422-02	PROFESSIONAL 2022 PREVENT MAINT/ADAMS MUSEU	000000	1,306.25
		I-CON011819	101-4192-422-04	PROFESSIONAL 2022 PREVENT MAINT/CITY HALL	000000	2,233.75
		I-CON011819	101-4192-422-10	PROFESSIONAL 2022 PREVENT MAINT/LIBRARY	000000	611.25
		I-CON011819	101-4192-422-06	PROFESSIONAL- 2022 PREVENT MAINT/DAYS OF 76	000000	931.25
		I-CON011819	101-4192-422-17	PROFESSIONAL- 2022 PREVENT MAINT/DAYS MUSEUM	000000	2,895.00
		I-CON011819	101-4192-422-07	PROFESSIONAL 2022 PREVENT MAINT/FIRE HALL	000000	930.00
		I-CON011819	101-4192-422-08	PROFESSIONAL- 2022 PREVENT MAINT/HISTORY	000000	861.25
		I-CON011819	101-4192-422-09	PROFESSIONAL 2022 PREVENT MAINT/HARRC	000000	2,251.25
		I-SRV106821	101-4192-422-02	PROFESSIONAL REPAIR MOTOR IN RTU/ADAMS MUS	000000	1,092.50
01-4057	VIEHAUSER ENTERPRISES,					
		I-49064	101-4192-426-06	SUPPLIES - DA ASSA KEY TWIN 21-22/DAYS OF 76	000000	32.00
01-4625	FIB CREDIT CARDS					

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DEPARTMENT: 192 PUBLIC BUILDINGS
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS	continued				
		I-10/31/23	PUB WORKS 101-4192-426	SUPPLIES HONEY-KETCHUP-RANCH/PB	000000	35.03
01-4711	AMAZON CAPITAL SERVICES					
		I-1VM6-WW9J-649L	101-4192-426-04	SUPPLIES - CI KITCHEN SUPPLIES - CITY HALL	000000	127.63
		I-1XQK-FPCX-G1GW	101-4192-426	SUPPLIES FIREBALL CINNAMON CANDY/PUB BL	000000	49.98
		I-1XQK-FPCX-G1GW	101-4192-426	SUPPLIES LED LIGHT BULBS/PUB BLDGS	000000	21.94
01-4803	SUMMIT FIRE PROTECTION					
		I-115012606	101-4192-422-11	PROFESSIONAL ANN FIRE EXTING INSPECT/PARKS	000000	226.00
		I-115012606	101-4192-422-10	PROFESSIONAL ANN FIRE EXTING INSPECT/LIBRAR	000000	45.00
		I-115012606	101-4192-422-19	PROFESSIONAL ANN FIRE EXTING INSPECT/PLUMA	000000	50.00
		I-115012606	101-4192-422-14	PROFESSIONAL ANN FIRE EXTING INSPECT/STRTS	000000	1,108.00
		I-115012606	101-4192-422-21	PROFESSIONAL ANN FIRE EXTING INSPECT/WELCOM	000000	129.00
		I-115012606	101-4192-422-08	PROFESSIONAL- ANN FIRE EXTING INSPECT/HISTOR	000000	77.00
		I-115012606	101-4192-422-02	PROFESSIONAL ANN FIRE EXTING INSPECT/AD MUS	000000	207.00
		I-115012606	101-4192-422-22	PROFESSIONAL- ANN FIRE EXTING INSPECT/MM	000000	98.00
		I-115012606	101-4192-422-01	PROFESSIONAL ANN FIRE EXTING INSPECT/AD HOU	000000	162.00
		I-115012606	101-4192-422-15	PROFESSIONAL ANN FIRE EXTING INSPECT/TROLLE	000000	505.00
		I-115012606	101-4192-422-03	PROFESSIONAL ANN FIRE EXTING INSPECT/BASEBA	000000	33.00
		I-115012606	101-4192-422-18	PROFESSIONAL ANN FIRE EXTING INSPECT/FOOTBA	000000	39.00
		I-115012606	101-4192-422-17	PROFESSIONAL- ANN FIRE EXTING INSPECT/DAYS M	000000	597.00
		I-115012606	101-4192-422-05	PROFESSIONAL ANN FIRE EXTING INSPECT/COLD S	000000	39.00
		I-115012606	101-4192-422-13	PROFESSIONAL ANN FIRE EXTING INSPECT/REC CE	000000	102.00
		I-115012606	101-4192-422-04	PROFESSIONAL ANN FIRE EXTING INSPECT/CITY H	000000	396.00
		I-115012606	101-4192-422-06	PROFESSIONAL- ANN FIRE EXTING INSPECT/GRANDS	000000	155.00
01-4944	QUADIENT FINANCE USA, I					
		I-11/13/23	101-4192-426	SUPPLIES REFILL POSTAGE METER - PUB BLD	000000	500.00
01-4945	QUADIENT LEASING USA, I					
		I-Q1061658	101-4192-422	PROFESSIONAL LEASE PAYMENT - 12//10-3/9/24	000000	245.46
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 58,395.04

01-0510	GOLDEN WEST TECHNOLOGIE					
		I-417732	101-4193-434	MACHINERY/EQU HP PRO LAPTOP-JERAMY/ REC CNTR	000000	1,674.00
		I-417733	101-4193-434	MACHINERY/EQU HP PRO LAPTOP- CORY/POLICE DPT	000000	1,674.00
		I-417765	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,524.50
		I-418161	101-4193-422	PROFESSIONAL WINDOWS 11 PRO LIC-CENTURY RM	000000	187.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 6,059.50

01-0467	CULLIGAN OF THE BLACK H					
		I-0019479	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT- PD	000000	75.75

01-0508 GALLS, LLC

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VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC		continued			
		I-026021313	101-4210-426	SUPPLIES DBL PISTOL TACO,RADIO POUCH-PD	000000	86.42
		I-026030858	101-4210-426	SUPPLIES TOURNIQUET POUCH - PD	000000	30.66
01-0804	SCOTT PETERSON MOTORS					
		I-6008387/1	101-4210-425	REPAIRS TRSF CASE SRVC-'19 DURANGO-PD	000000	12.20
		I-6009437/1	101-4210-425	REPAIRS REPLC FR/REAR BRKS-DODGE PU-PD	000000	1,685.14
01-1424	SOUTHSIDE SERVICE					
		I-0060121	101-4210-425	REPAIRS OIL CHANGE,OIL,FILTER,FLUID-PD	000000	127.15
		I-0060122	101-4210-425	REPAIRS OIL CHANGE,OIL,FILTER,FLUID-PD	000000	113.20
01-1653	STURDEVANT'S AUTO PARTS					
		I-832017384	101-4210-425	REPAIRS 12 QT PM 5W20 CONVENT. - PD	000000	71.88
		I-832017480	101-4210-426	SUPPLIES 5QTOIL,FILTER-'17 SILVERADO-PD	000000	67.76
		I-832018363	101-4210-425	REPAIRS COOLANT,HEATER HOSE - PD	000000	45.11
		I-832018422	101-4210-425	REPAIRS 6 - WIPERS FOR PATROL CARS-PD	000000	85.94
01-1826	FIRST NET					
		I-287304791844X1023	101-4210-422	PROFESSIONAL MDT POLICE CARS - OCT.	000000	240.24
01-1827	MS MAIL & MARKETING					
		I-14207	101-4210-426	SUPPLIES PRINT WARNING TICKETS - PD	000000	150.00
01-2362	OLSON, JAMES RICHARD					
		I-11/3/23-AMAZON	101-4210-426	SUPPLIES REIMBS-CONNECTORS/CAR PRINTERS	000000	19.10
01-2946	SUNSHINE TOWING					
		I-000002	101-4210-425	REPAIRS TOWING - 10/11/2023	000000	80.00
01-3761	TRITECH SOFTWARE SYSTEM					
		I-393018	101-4210-422	PROFESSIONAL ANN'L SUBSC-PSPRO/FIELD OPS-PD	000000	120.00
01-4625	FIB CREDIT CARDS					
		I-10/31/23 PUB BLDGS	101-4210-426	SUPPLIES CANDY TRUNK-TREAT/POLICE DEPT	000000	245.23
		I-10/31/23 PUB BLDGS	101-4210-426	SUPPLIES AUTO ADAPTERS/POLICE DEPT	000000	196.00
		I-10/31/23 PUB WORKS	101-4210-425	REPAIRS MICROWAVE/POLICE DEPT	000000	199.99
		I-10/31/23FINANCECCD	101-4210-427	TRAVEL LYFT IN KC TO PICK UP CAR - PD	000000	21.78
		I-10/31/23FINANCECCD	101-4210-427	TRAVEL UBER IN KC TO PICK UP CAR - PD	000000	32.37
		I-10/31/23FINANCECCD	101-4210-427	TRAVEL LODGING- KC TO PICK UP CAR- PD	000000	153.75
		I-10/31/23FINANCECCD	101-4210-427	TRAVEL FUEL-RETURN KC W'NEW CAR -PD	000000	50.00
		I-10/31/23FINANCECCD	101-4210-427	TRAVEL FUEL-RETURN KC W'NEW CAR -PD	000000	66.86
		I-10/31/23POLICECCD	101-4210-427	TRAVEL FUEL TO SCHOOL IN PIERRE - PD	000000	34.56
		I-10/31/23POLICECCD	101-4210-427	TRAVEL FUEL TO SCHOOL IN PIERRE - PD	000000	40.92
		I-10/31/23POLICECCD	101-4210-427	TRAVEL FUEL TO SCHOOL IN PIERRE - PD	000000	33.18
		I-10/31/23POLICECCD	101-4210-427	TRAVEL FUEL TO SCHOOL IN PIERRE - PD	000000	39.70
01-5034	STURGIS RESPONDER SUPPL					
		I-2896	101-4210-426	SUPPLIES MAGNETIC MIC,CUFF & CASE - PD	000000	104.94

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FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5034	STURGIS RESPONDER SUPPL		continued			
		I-2940	101-4210-426	SUPPLIES UNIFORM GLOVES,POLO SHIRT-PD	000000	94.98
		I-2951	101-4210-426	SUPPLIES DUTY JACKET - PD	000000	159.99
		I-2983	101-4210-426	SUPPLIES 2 UNIFORM SHIRTS, 2 PANTS- PD	000000	361.80
					DEPARTMENT 210 POLICE	TOTAL: 4,846.60
01-0966	PETTY CASH-FINANCE OFFI					
		I-11/16/2023	101-4221-426	SUPPLIES PETTY CASH - FIRE DEPT POSTAGE	000000	3.90
01-1653	STURDEVANT'S AUTO PARTS					
		I-832017948	101-4221-426	SUPPLIES PROPANE - FIRE STATION	000000	10.27
01-1827	MS MAIL & MARKETING					
		I-14234	101-4221-422	PROFESSIONAL MAILING CHILI FEED POSTCARDS	000000	181.07
01-3101	KNOX COMPANY					
		I-INV-KA-237038	101-4221-434	MACHINERY/EQU KNOX BOX, RESCUE #3 - FIRE DPT	000000	1,146.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-1925	101-4221-422	PROFESSIONAL SCREENING	000000	319.25
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:	1,660.49
01-0966	PETTY CASH-FINANCE OFFI					
		I-11/16/2023	101-4232-426	SUPPLIES PETTY CASH - B.I. POSTAGE	000000	11.56
01-4625	FIB CREDIT CARDS					
		I-10/31/23 PUB BLDGS	101-4232-422	PROFESSIONAL CERT RENEWAL/BLDG INSPECTOR	000000	100.00
		I-10/31/23 PUB WORKS	101-4232-422	PROFESSIONAL POSTAGE MAIL BP/BLDG INSP	000000	1.35
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 112.91
01-0575	SOUTHSIDE OIL					
		I-099004	101-4310-426	SUPPLIES (5210) GALS DIESEL FUEL/STRTS	000000	19,068.60
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-64711	101-4310-426	SUPPLIES (4) LOCAL TRAFFIC ONLY/STRTS	000000	320.00
01-0684	NORTHWEST PIPE FITTINGS					
		C-CM1448146	101-4310-425	REPAIRS GRATE TYPE L MACH SEAT/STRTS	000000	417.10-
		I-1447450	101-4310-425	REPAIRS GRATE TYPE L MACH SEAT/STRTS	000000	916.35
01-0723	NORTHERN TRUCK EQUIPMEN					
		I-RC31200	101-4310-434	MACHINERY/EQU INSTALL DUMP BODY/STREETS	000000	6,385.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1351	GREAT WESTERN TIRE, INC	I-1-269380	101-4310-422	PROFESSIONAL (6) NEW STUDED TIRES/STREETS	000000	1,770.17
01-1374	BUTLER MACHINERY COMPAN	I-06PS0670837	101-4310-425	REPAIRS (2) BATTERY/STREETS	000000	722.09
01-1406	STRETCH'S GLASS & CUSTO	I-I024484	101-4310-425	REPAIRS WINDSHIELD-LABOR/STREETS	000000	433.98
01-1483	KNECHT HOME CENTER	I-9896095	101-4310-433	IMPROVEMENTS PLYWOOD-RED OAK-PINE/STRTS	000000	276.42
01-1653	STURDEVANT'S AUTO PARTS	I-832017486	101-4310-426	SUPPLIES POWER PROBE-FUEL FILTER/STREET	000000	183.49
		I-832017851	101-4310-425	REPAIRS SUSPENSION STABILIZE/STREETS	000000	20.48
		I-832017975	101-4310-426	SUPPLIES (4) QT MOBIL 75W-140/STREETS	000000	67.96
		I-832017987	101-4310-426	SUPPLIES SCOTCH BRITE GENERAL-ULTRA/STR	000000	12.66
		I-832018270	101-4310-426	SUPPLIES COOLANT ENGINE DEXCO/STRTS	000000	14.59
		I-832018379	101-4310-426	SUPPLIES (2) HOOD HOLD DOWN/STREETS	000000	17.98
		I-832018387	101-4310-426	SUPPLIES FEMALE J1C 37 FLARES/STREETS	000000	41.52
		I-832018439	101-4310-426	SUPPLIES 6MJIC-8MJIC-10MJIC PLUGS/STRTS	000000	32.80
		I-832018448	101-4310-426	SUPPLIES (2) HOOD HOLD DOWN LATCH/STRTS	000000	17.98
		I-832018965	101-4310-426	SUPPLIES 3/8 DR 12PT STD SOCK/STREETS	000000	2.99
		I-832019045	101-4310-426	SUPPLIES AIR BRAKE PLUGS/STREETS	000000	2.06
		I-832019064	101-4310-426	SUPPLIES FITTING/STREETS	000000	0.93
		I-832019098	101-4310-426	SUPPLIES UNIV BLK ANTENNA/STREETS	000000	14.99
		I-832019131	101-4310-426	SUPPLIES AIR BRAKE-NYLON TUBE/STREETS	000000	23.11
		I-832019227	101-4310-426	SUPPLIES (2) 3-STUD/STREETS	000000	39.98
01-3060	QUIK SIGNS	I-43370	101-4310-426	SUPPLIES 80 X 216 MOUNTED BANNER/STRTS	000000	635.36
		I-43555	101-4310-426	SUPPLIES (2) 9 X20-(11) 6 X6 SIGNS/STR	000000	183.96
01-3259	INTERSTATE ENGINEERING	I-52560	101-4310-422-01	TIMM LANE BRI PRO SVCS TIMM LANE BRIDGE/STRT	000000	685.08
01-3294	DAKOTA FLUID POWER INC.	I-7121184	101-4310-426	SUPPLIES DIN CONNECTOR CORD GRIP/STRTS	000000	4.25
01-3438	BLACKSTRAP, INC.	I-73	101-4310-426	SUPPLIES 28 TONS BLACKMAGIC/STREETS	000000	4,816.00
01-3977	ACE HARDWARE OF LEAD	C-10/31/23 CREDIT	101-4310-426	SUPPLIES CREDIT MEMO/STREETS	000000	1.42-
01-4317	VIGILANT BUSINESS SOLUT	I-1915	101-4310-422	PROFESSIONAL TESTING	000000	570.75
		I-1925	101-4310-422	PROFESSIONAL SCREENING	000000	96.00

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 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-10/31/23 PUB WORKS	101-4310-426	SUPPLIES 18 GA WIRE-DUAL-PION/STRTS	000000	82.78
01-4711	AMAZON CAPITAL SERVICES					
		I-1PVF-66MT-30T1	101-4310-426	SUPPLIES CHRISTOPHER BEAN COFFEE/STRTS	000000	79.99
01-4857	VERIZON CONNECT					
		I-364000049803	101-4310-422	PROFESSIONAL VEHICLE TRACKING SUBSCRIP/STR	000000	57.20
01-5162	SELECT STONE INC					
		I-26758	101-4310-425	REPAIRS BUFF-GREY FLATS-CORNER-FRT/STR	000000	1,258.50
		I-26770	101-4310-425	REPAIRS LIMESTONE CUSTOM CAP-FREIGHT/S	000000	3,485.00
01-5165	BLACK HILLS COLLISION P					
		I-11/15/23-N.BROWN	101-4310-425	REPAIRS REPAIR VEHICLE-N.BROWN/ STRTS	000000	2,008.50
					DEPARTMENT 310 STREETS	TOTAL: 43,930.98
01-4630	SANDER SANITATION SERVI					
		I-10/31/23 STATEMENT	101-4320-422	PROFESSIONAL OCTOBER RESIDENTIAL GARBAGE	000000	12,763.90
					DEPARTMENT 320 SANITATION	TOTAL: 12,763.90
01-4803	SUMMIT FIRE PROTECTION					
		I-115012606	101-4370-422	PROFESSIONAL ANN FIRE EXTING INSPECT/OAKRID	000000	27.00
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 27.00
01-0213	TRUGREEN CHEM-LAWN					
		I-185658838	101-4520-422	PROFESSIONAL LAWN SERVICE/RAILROAD PARK	000000	55.18
		I-185658839	101-4520-422	PROFESSIONAL LAWN SERVICES/ST AMBROSE	000000	743.77
		I-185658840	101-4520-422	PROFESSIONAL LAWN SERVICES/FERGUSON FIELD	000000	474.63
		I-185658841	101-4520-422	PROFESSIONAL LAWN SERVICES/UPPER MAIN, FIRE	000000	80.55
		I-185658842	101-4520-422	PROFESSIONAL LAWN SERVICES/LOWER MAIN	000000	49.58
01-0776	ALBERTSON ENGINEERING,					
		I-19619	101-4520-422-01	PROF SERV- FE WHTWD CR ADD SRVCS ADDEN 3	000000	16,103.34
		I-19657	101-4520-422-01	PROF SERV- FE CR RESTOR BETW POWER/PARKS	000000	1,062.10
		I-19658	101-4520-422-01	PROF SERV- FE CR RESTOR POWER NORTH/PARKS	000000	457.65
		I-19659	101-4520-422-01	PROF SERV- FE CR RESTOR POWER SOUTH/PARKS	000000	898.37
		I-19660	101-4520-422-01	PROF SERV- FE CR RESTOR COMFORT INN/PARKS	000000	1,205.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-11/16/2023	101-4520-426	SUPPLIES PETTY CASH REIMBS.- PARKS MTG	000000	14.87
		I-11/16/2023	101-4520-426	SUPPLIES PETTY CASH -PD POSTG/LIC.PLATE	000000	102.90

01/17/2023 11:31 AM
 PACKET: 06394 COMBINED - 11/21/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1278	PONDEROSA LAND SURVEYS,	I-7787	101-4520-422-01	PROF SERV- FE FEMA PROJ.2023- ARCHEOL.TRENCH	000000	435.00
01-1502	BLACK HILLS CHEMICAL	I-258011	101-4520-426	SUPPLIES (49) SNO ICE MELT/PARKS	000000	587.51
01-1653	STURDEVANT'S AUTO PARTS	C-832018268	101-4520-426	SUPPLIES BATTERY CORE RETURN/PARKS	000000	18.00-
		I-832018267	101-4520-426	SUPPLIES BATTERY/PARKS	000000	132.99
		I-832018791	101-4520-426	SUPPLIES BATTERY-CORE RETURN-CLNR/PRKS	000000	131.47
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2001457	101-4520-426	SUPPLIES (200) STARTER ROPE #5/PARKS	000000	60.00
01-3977	ACE HARDWARE OF LEAD	I-034838	101-4520-426	SUPPLIES TACKER WIRING-STAPLE/PARKS	000000	42.73
		I-034998	101-4520-426	SUPPLIES RUBBER MALLET/PARKS	000000	14.24
01-4625	FIB CREDIT CARDS	I-10/31/23 PUB WORKS	101-4520-422	PROFESSIONAL POSTAGE MAIL BOX/PARKS	000000	17.10
		I-103123	101-4520-422-01	PROF SERV- FE LC REG OF DEEDS EASEMENTS	000000	276.89
01-4711	AMAZON CAPITAL SERVICES	I-1XRY-LPN9-4YDM	101-4520-426	SUPPLIES WHITEBOARD-MARKERS/PARKS	000000	199.90
01-4857	VERIZON CONNECT	I-364000049803	101-4520-422	PROFESSIONAL VEHICLE TRACKING SUBSCRIP/PARK	000000	57.20
DEPARTMENT 520 PARKS					TOTAL:	23,184.97
01-4625	FIB CREDIT CARDS	I-103123	101-4640-426	SUPPLIES EXTERNAL HARD DRIVE- SCHNERING	000000	64.00
01-4721	TOWEY DESIGN GROUP INC.	I-23-594	101-4640-422-01	PROFESSIONAL ENGINEERING REVIEW-THE RIDGE	000000	2,478.00
01-4871	SCHNERINGER, CINDY	I-001 - 11/13/2023	101-4640-422	PROFESSIONAL CONTRACT SERVICES- 10/20-11/11	000000	1,085.00
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	3,627.00
FUND 101 GENERAL FUND					TOTAL:	160,293.81

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		I-1LYM-GFH3-RMXY	206-4550-435	FURNITURE/FIX DEHUMIDIFIER - LIBRARY	000000	199.97
		I-1LYM-GFH3-RMXY	206-4550-435	FURNITURE/FIX AIR PURIFIER - LIBRARY	000000	169.00
		I-1LYM-GFH3-RMXY	206-4550-426	SUPPLIES 36 PK AAA BATTERIES - LIBRARY	000000	13.01
		I-1YPC-G4MH-76YL	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	442.40
DEPARTMENT 550 LIBRARY						TOTAL: 824.38
FUND 206 LIBRARY FUND						TOTAL: 824.38

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

FUND : 209 BED & 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-107710	209-4510-423	PUBLISHING AD IN HOMECOMING PAGES/REC	000000	16.00
01-2645	HAWKINS INC	I-6619146	209-4510-426	SUPPLIES PHENOL-CALCIUM-CHLORINE-DPD/RE	000000	499.55
01-3151	KONE CHICAGO	I-871189995	209-4510-422	PROFESSIONAL OCT ELEVATOR MAINT/REC	000000	176.70
01-4625	FIB CREDIT CARDS	I-10/31/23 PUB BLDGS	209-4510-426	SUPPLIES CANDY TRUNK-TREAT/REC CENTER	000000	398.96
01-4711	AMAZON CAPITAL SERVICES	I-1XQK-FPCX-G1GW	209-4510-426	SUPPLIES DISPOSABLE PAPER CUPS/REC CENT	000000	29.58
					DEPARTMENT 510 REC CENTER	TOTAL: 1,120.79
					FUND 209 BED & BOOZE FUND	TOTAL: 1,120.79

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1890	ADAMS MUSEUM & HOUSE, I	I-103123	215-4573-310	HIST. INTERP. 2023 GENERAL OP SUPPORT	000000	75,000.00
01-2014	TOMS, DON	I-110623	215-4573-335	HIST. INTERP. LEDGER PROJECT	000000	600.00
01-2585	PASTPERFECT SOFTWARE	I-90626495	215-4573-335	HIST. INTERP. ANNUAL HOSTING & TECH SUPPORT	000000	812.00
01-3193	HOMESTAKE ADAMS RESEARC	I-103123	215-4573-390	HIST. INTERP. 2023 GENERAL OP SUPPORT	000000	38,000.00
01-3995	HANSEN WHEEL & WAGON SH	I-13796	215-4573-335	HIST. INTERP. WAGON INSPECTION	000000	2,500.00
01-4625	FIB CREDIT CARDS	I-103123	215-4573-325	HIST. INTERP. SHUTTERSTOCK	000000	52.04
		I-103123	215-4573-325	HIST. INTERP. NEWSPAPER.COM SUBSCRIPTION	000000	109.90
01-4711	AMAZON CAPITAL SERVICES	I-1KX6-WLRC-JGFH	215-4573-335	HIST. INTERP. AMAZON CAPITAL SERVICES	000000	19.99
					DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL: 117,093.93
01-4739	TWIN CITY HARDWARE-HP P	I-2310-269638	215-4575-525	GRANT/LOAN PA 29 VAN BUREN	000000	203.93
		I-2310-269741	215-4575-525	GRANT/LOAN PA 31 CHARLES	000000	102.98
		I-2310-269894	215-4575-525	GRANT/LOAN PA 81 STEWART	000000	247.96
01-5161	PLANKINTON PRESERVATION	I-110723	215-4575-520	GRANT/LOAN PR SWEEP VAN DYKE HOTEL VERANDA	000000	4,300.00
					DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL: 4,854.87
01-0510	GOLDEN WEST TECHNOLOGIE	I-417765	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-1278	PONDEROSA LAND SURVEYS,	I-7790	215-4576-600	PROFES. SERV. TR 2 MS794, LOT C BL 9 HIGHLAN	000000	918.75
01-2394	GUNDERSON, PALMER, NELS	I-128727	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	255.00
					DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL: 2,188.75
01-0418	BLACK HILLS PIONEER					

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	continued				
		I-207 - 2023	215-4577-755	CAPITAL ASSET BID NOTICE-RETAIN WALL-JACKSON	000000	33.19
01-0563	RCS CONSTRUCTION					
		I-04	215-4577-755	CAPITAL ASSET 9 SHINE	000000	18,229.05
01-0776	ALBERTSON ENGINEERING,					
		I-19576	215-4577-755	CAPITAL ASSET 650 MAIN BROADWAY	000000	700.00
		I-19577	215-4577-755	CAPITAL ASSET 10 DENVER	000000	200.00
		I-19581	215-4577-755	CAPITAL ASSET 74 VAN BUREN	000000	62.50
		I-19584	215-4577-755	CAPITAL ASSET 33 1/2 JACKSON	000000	6,332.42
		I-19664	215-4577-755	CAPITAL ASSET 8 JEFFERSON	000000	100.00
01-3956	ADAMS SALVAGE RECYCLING					
		I-3301	215-4577-755	CAPITAL ASSET BROADWAY ALLEY- COMPLETE CONCR	000000	80.62
		I-3340	215-4577-755	CAPITAL ASSET BROADWAY ALLEY- COMPLETE CONCR	000000	389.60
01-4204	COMPLETE CONCRETE, INC.					
		I-4	215-4577-755	CAPITAL ASSET 650 MAIN ST.-BROADWAY RW	000000	18,451.12
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		44,578.50
01-1827	MS MAIL & MARKETING					
		I-14224-A	215-4641-423	PUBLISHING NEWSLETTER - NOV.	000000	654.38
01-3314	CENTURY BUSINESS PRODUC					
		I-693157	215-4641-434	MACHINERY/EQU COPIER SEPTEMBER	000000	196.07
		I-703099	215-4641-434	MACHINERY/EQU COPIER	000000	13.70
		I-703100	215-4641-434	MACHINERY/EQU TONER	000000	7.00
		I-703101	215-4641-434	MACHINERY/EQU COPIER OCTOBER	000000	195.48
01-4625	FIB CREDIT CARDS					
		I-10/31/23 PUB BLDGS	215-4641-422	PROFESSIONAL MT HISTORICAL SOCIETY/PHOTO	000000	55.00
		I-103123	215-4641-422	PROFESSIONAL FEDEX MAC LAB	000000	55.40
		I-103123	215-4641-422	PROFESSIONAL FEDEX MAC LAB	000000	3.50
		I-103123	215-4641-422	PROFESSIONAL DROPBOX	000000	85.57
		I-103123	215-4641-427	TRAVEL MARCOS PIZZA- COMM BDGT MTNG	000000	109.29
		I-103123	215-4641-427	TRAVEL HOLIDAY INN MITCHELL k KUCHENB	000000	480.20
		I-103123	215-4641-426	SUPPLIES LATE FEE	000000	10.00
		I-103123	215-4641-426	SUPPLIES INTEREST	000000	9.46
		I-103123	215-4641-426	SUPPLIES INTEREST	000000	6.50
		I-103123	215-4641-426	SUPPLIES INTEREST	000000	3.56
01-4711	AMAZON CAPITAL SERVICES					
		I-1KX6-WLRC-JGFH	215-4641-426	SUPPLIES AMAZON CAPITAL SERVICES	000000	36.99
01-5159	LEAD-DEADWOOD COMMUNITY					
		I-2310	215-4641-427	TRAVEL L/D COMMUNITY FUND LUNCHEON	000000	40.00

01/17/2023 11:31 AM
 PACKET: 06394 COMBINED - 11/21/23
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1977	OHAYON, GEORGETTE	I-110623	216-1310	DUE FROM OTHE SIDING AND WINDOWS REIMBURSE	000000	17,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 17,000.00
01-0558	NHS OF THE BLACK HILLS	I-2023-10	216-4653-422	PROFESSIONAL CONTRACT FEE- OCTOBER	000000	3,000.00
01-1496	LAWRENCE CO. REGISTER O	I-110623	216-4653-960	CLOSING CO RECORDNING FEE- 23 MONROE	000000	30.00
01-2849	DAKOTA LUMBER CO	I-2308-254981	216-4653-962-03	WINDOWS GRANT 39 STEWART PARHAM	000000	7,491.76
01-4086	TWIN CITY HARDWARE - GR	C-2310-273162C	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY GRANT	000000	2.00-
		I-2310-272415	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY	000000	68.97
		I-2310-272416	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY GRANT	000000	930.26
		I-2310-272686	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY GRANT	000000	35.97
		I-2310-272815	216-4653-962-03	WINDOWS GRANT 39 STEWART- WINDOW GRANT	000000	115.88
		I-2310-273091	216-4653-962-03	WINDOWS GRANT 39 STEWART- WINDOW GRANT	000000	143.40
		I-2310-273159	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY	000000	144.96
		I-2310-273250	216-4653-962-03	WINDOWS GRANT 39 STEWART- WINDOW GRANT	000000	60.94
		I-2311-274233	216-4653-962-03	WINDOWS GRANT TWIN CITY HARDWARE - GRANTS	000000	75.97
		I-2311-274288	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY GRANT	000000	100.92
		I-2311-274336	216-4653-962-04	SIDING GRANT 39 STEWEART- SIDING GRANT	000000	39.99
		I-2311-274590	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL- ELDERLY GRANT	000000	43.92
01-4726	KNECHT HOME CNTR-GRANTS	I-216465396201	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	187.06
		I-9854867	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	24.92
		I-9857631	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	158.54
		I-9867155	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	210.61
		I-9870776	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	310.42
		I-9872364	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	252.27
		I-9886823	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	157.43
		I-9893708	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	90.33
		I-9893852	216-4653-962-01	SPECIAL NEEDS 23 CENTENNIAL OWENS	000000	129.57
01-5051	SODAK TITLE	I-OE-0576-23	216-4653-960	CLOSING CO OWNERS REPORT 608 W MAIN	000000	120.00
01-5132	HILGENDORF, STEVEN	I-30660265	216-4653-962-03	WINDOWS GRANT 39 DUNLOP HILGENDORF	000000	5,982.47
		I-9777085	216-4653-962-04	SIDING GRANT 39 DUNLOP HILGENDORF	000000	148.61
01-5160	EXCEL CONSTRUCTION LLC	I-1126	216-4653-962-01	SPECIAL NEEDS 47 LINCOLN EMANUEL	000000	2,500.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	22,553.17

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-11/02/23 EQR	602-4330-422	PROFESSIONAL OCTOBER EQR/RESIDENTIAL	000000	23,286.60
01-0684	NORTHWEST PIPE FITTINGS					
		C-CM1451452	602-4330-425	REPAIRS MJ CAP LESS ACC-MEGALUG/WATER	000000	377.94-
		I-1451142	602-4330-426	SUPPLIES REPAIR LID-CURB BOX/WATER	000000	348.45
01-0828	USA BLUEBOOK					
		I-INV00176380	602-4330-426	SUPPLIES LIQUID DPD1A-DPD1B-TESTS/WATER	000000	73.09
01-1235	BADGER METER, INC.					
		I-80140771	602-4330-422	PROFESSIONAL BEACON MBL HOSTING SERV.WATER	000000	153.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832019251	602-4330-426	SUPPLIES 3 PK PURE STEEL A/F/WATER	000000	4.49
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1110084	602-4330-425	REPAIRS MAIN STREET WATER LEAK/WATER	000000	546.50
		I-1111046	602-4330-425	REPAIRS WILLIAMS ST WATER LEAK/WATER	000000	537.00
01-1827	MS MAIL & MARKETING					
		I-14224	602-4330-426	SUPPLIES UTILITY MAILING - NOV.	000000	362.35
01-3736	METERING & TECHNOLOGY S					
		I-INV3696	602-4330-426-01	SUPPLIES METE NEW METER HAMPTON INN/WATER	000000	1,640.70
01-4711	AMAZON CAPITAL SERVICES					
		I-1PVF-66MT-30T1	602-4330-426	SUPPLIES CHRISTOPHER BEAN COFFEE/WATER	000000	79.99
01-4857	VERIZON CONNECT					
		I-364000049803	602-4330-422	PROFESSIONAL VEHICLE TRACKING SUBSCRIP/WTR	000000	57.20
01-5089	JERRY GREER'S ENGINEERI					
		I-1-70503	602-4330-425	REPAIRS MOUNT-DISMOUNT TIRES/WATER	000000	280.00
					DEPARTMENT 330 WATER	TOTAL: 26,991.43
					FUND 602 WATER FUND	TOTAL: 26,991.43

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	I-185658837	607-4580-422	PROFESSIONAL LAWN SERVICE/MT MORIAH	000000	998.04
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 998.04
					FUND 607 HISTORIC CEMETERIES	TOTAL: 998.04

PACKET: 06394 COMBINED - 11/21/23

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-108816	610-4360-423	PUBLISHING AD FOR COMM.SVC.OFFICER - P&T	000000	126.50
01-1424	SOUTHSIDE SERVICE	I-0060064	610-4360-422	PROFESSIONAL OIL CHANGE,OIL,FILTR,FLUID-P&T	000000	120.20
01-4317	VIGILANT BUSINESS SOLUT	I-1795	610-4360-422	PROFESSIONAL TESTING	000000	54.00
		I-1915	610-4360-422	PROFESSIONAL TESTING	000000	89.00
01-4625	FIB CREDIT CARDS	I-10/31/23 PUB BLDGS	610-4360-426	SUPPLIES CANDY TRUNK-TREAT/P&T	000000	165.42
01-4766	IPS GROUP INC	I-INV90634	610-4360-422-02	PROFESSIONAL CC TRANS-WIRELESS DATA FEES/P&	000000	2,463.78
		I-INV90747	610-4360-422	PROFESSIONAL GATEWAY FEES-MAINTENANCE/P&T	000000	3,902.14
		I-INV90896	610-4360-426	SUPPLIES 7" PAPER ROLLS/P&T	000000	1,908.85
01-4769	CDW GOVERNMENT	I-MS34062	610-4360-426	SUPPLIES (5) MOBILE LASER PRINTERS/P&T	000000	1,977.00
01-4980	JLG ARCHITECTS	I-22078-13	610-4360-422	PROFESSIONAL PLANNING STUDY/P&T	000000	2,690.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						13,496.89
01-1503	BLACK HILLS SPECIAL SER	I-34254	610-4361-422	PROFESSIONAL SEPTEMBER CLEANING/TROLLEY	000000	2,825.00
01-1653	STURDEVANT'S AUTO PARTS	I-832017464	610-4361-426	SUPPLIES SENSOR-GA HS BUTT/TROLLEY	000000	56.19
01-1827	MS MAIL & MARKETING	I-14218	610-4361-422	PROFESSIONAL DRIVER LOG SHEETS/TROLLEY	000000	300.00
		I-14240	610-4361-426	SUPPLIES TROLLEY DAY PASSES/TROLLEY	000000	58.80
01-4317	VIGILANT BUSINESS SOLUT	I-1795	610-4361-422	PROFESSIONAL TESTING	000000	337.00
		I-1925	610-4361-422	PROFESSIONAL SCREENING	000000	132.25
01-4347	VERIZON CONNECT NWF, I	I-OSV000003177882	610-4361-422	PROFESSIONAL OCT DATA CONNECT SRVCS/TROLLEY	000000	92.95
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						3,802.19
01-0429	BLACK HILLS ENERGY	I-POWER 10/30/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	29.22

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE CHICAGO	I-871189995	610-4362-422	PROFESSIONAL OCT ELEVATOR MAINT/RAMP	000000	176.70
01-4711	AMAZON CAPITAL SERVICES	I-196V-J3G9-GRL7	610-4362-426	SUPPLIES DEWALT CORDLESS DRILL/RAMP	000000	159.00
01-4803	SUMMIT FIRE PROTECTION	I-115012606	610-4362-422	PROFESSIONAL ANN FIRE EXTING INSPECT/RAMP	000000	676.00
DEPARTMENT 362 BROADWAY GARAGE						TOTAL: 1,040.92
FUND 610 PARKING/TRANSPORTATION						TOTAL: 18,340.00

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-09/01/2023	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	4,684.87
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 4,684.87
				FUND	722 SALES TAX AGENCY	TOTAL: 4,684.87

PACKET: 06394 COMBINED - 11/21/23

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-11/14/23	723-4000-429	OTHER CITY SLOTS - PYMT 5, YR 3	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND 723	NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
				REPORT GRAND TOTAL:		453,314.19

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

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

P. O. Address _____

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

(Name of Office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	TAXABLE VALUATION	TAX	AMT. OF ABATEMENT OR REFUND	
					ASKED	ALLOWED
30205-00000-080-00 CRAWFORD ADD II TRACT I PART 96-	2022		27,508	\$470.52	\$11,461	

Approved - Disapproved by City or Township Board

Dated 20.....

Chairman City or Twp. Board

Approved by authority of Subdivision..... of SDC 57.0801.

Dated 20.....

Chairman County Board.

Rejected:

Reasons:

Dated 20.....

Chairman County Board.

Applicant advised of action by notice dated

..... 20.....

County Auditor.

No.....

Application

FOR

Abatement or Refund

OF

Mr.

P. O.

OFFICE OF COUNTY AUDITOR

..... County

Received and filed in my office on

....., 20.....

County Auditor.

By

Deputy.

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF LAWRENCE COUNTY
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA,
County of LAWRENCE } ss.

DEADWOOD HISTORIC PRESERVATION COMMISSION, being first duly sworn deposes
and says that...he has ground... for abatement or refund of taxes under the provisions of SDC 57.0801 as
indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

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

DEADWOOD HISTORIC PRESERVATION COMMISSION PURCHASED CRAWFORD ATTENTION II TRACT I

PLAT 1996-04010 JULY 2022. PARCEL # 30205-00000-080-00 5 MONTHS OF TAXES SHOULD

BE ABATED OFF AS TAX EXEMPT.

VALUE IS 2,292.33 X 5 = \$11,461 \$11,461 X .017103 = \$196.02 IN TAXES

Invoice

BlackStrap, Inc.

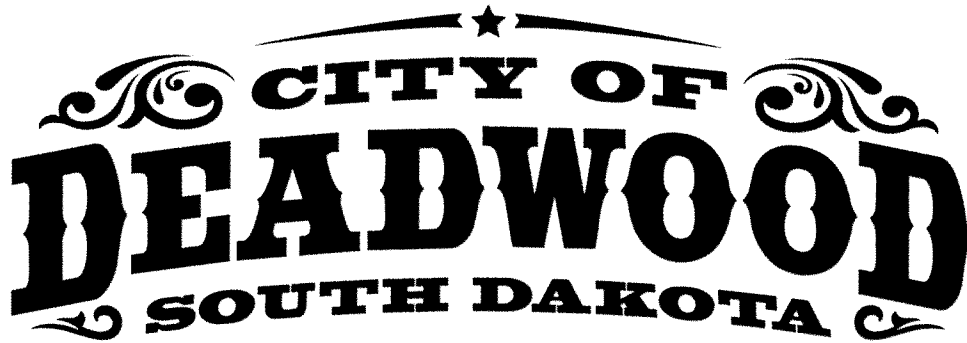
P O Box 258
Neligh, NE 68756

Date	Invoice #
10/18/2023	73

Bill To
CITY OF DEADWOOD C/O STREET DIVISION 67 DUNLOP AVENUE DEADWOOD, SD 57732

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
Deadwood	Due on receipt		10/18/2023				
Quantity	Item Code	Description			U/M	Price Each	Amount
28	TONS	BlackMagic				172.00	4,816.00
Total						\$4,816.00	



Event Complex Rental and Use Agreement

Event: Lead-Deadwood Girls Softball Tournament

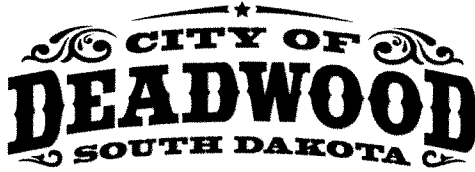
Date: June 14-16, 2024

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: Lead-Deadwood Girls Softball Tournament

Contact Information:

Name of Applicant: Amber Vogt

Business/Organization: Lead-Deadwood Girls Softball Association

Mailing Address: 62 1st St

City, State Zip: Lead, SD 57754

Business Phone: 605-580-1593 Cell Phone: 605-580-1593

Email Address: ldgirlssoftball@gmail.com

Dates Event Complex requested:

Set up Date(s): June 14, 2024 Hour(s): 2-5 pm

Event Date(s): June 14-16, 2024 Hour(s): 7 am - 11pm

Clean-up Date(s): June 16, 2024 Hour(s): 5-6 pm

Approximate number of people who will attend: 250

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Fathers Day Frenzy Tournament

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Amber Vogt Title: President
 Phone: 605-580-1593 Representing: LDGSA

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. 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): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

**Request to Waive
Complex Fees**

Refundable Deposits

Event Complex Facilities \$ _____

Baseball Fields \$ _____

Parking Lots \$ _____

Cleaning/Trash Removal \$ _____

Streaming \$ _____

Total Fees \$ 0

Key Deposit \$ _____

Damage Deposit \$ _____

Total Deposits \$ 0

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

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

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

Initials AV

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 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials AV

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 AV

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 AV

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

Initials AV

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

- A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.
- A person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- 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 AV

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials AV

**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

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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


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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

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):

Youth softball tournament with use of concessions; bathrooms; and parking lots

Power pole near parking lots for up to 2 campers during the weekend.

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:

Initials AV

- 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 AV NO _____

Initials AV

- 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 AV

- 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 AV

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 AV

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 AV

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 AV

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 AV


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 AV

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: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

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:

Youth softball Tournament

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: Amber Vogt Date of Birth: 09/09/1979

Address: 62 1st St
Lead, SD 57754

Signature: _____ Date: 10/19/2023

*we can ask participants to fill this out if needed or we do have a waiver when all kids register

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.
- 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: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

Event Complex Parking Requirements

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

The following rules are in force:

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

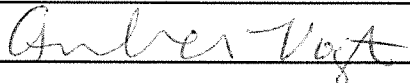
Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

Responsibilities to and of the Concessionaire

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

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

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

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

Alcohol Policy for Facility Rentals

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

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

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

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


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

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

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

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature: 

Dates/Times Alcohol will be served: NA

Business name who will be serving: NA

Liquor Liability Insurance

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

Name of Insurance Company: NA

Agent's Name: NA Policy Type: NA

Phone: NA Policy No.: NA

Address: NA

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

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 AV

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 AV

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 AV

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 AV

Organization: Lead-Deadwood Girls Softball Association


Name: Amber Vogt Title: President

Signature:  Date: 10/19/2023

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: Lead-Deadwood Girls Softball Association
 Name: Amber Vogt Title: President
 Signature:  Date: 10/19/2023

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- 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: Lead-Deadwood Girls Softball Association

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: Lead-Deadwood Girls Softball Association

Name: Amber Vogt Title: President

Signature: *Amber Vogt* Date: 10/19/2023

Daytime Phone Number: 6055801593

Date of your Event(s): June 14-16, 2024 Group/Event Name: Fathers Day Frenzy Tournament



**LEAD-DEADWOOD GIRLS SOFTBALL ASSOCIATION
2024 PARENT HANDOUT**

Lead-Deadwood Girls Softball Association Board Members :
John Rystrom, Amber Vogt, Tylissa Geffre, Jenica Griffith, Kim Sukstorf, Mandee Rantapaa, and Cassey Cleveringa

Parents/Guardians/Players:

The Lead-Deadwood Girls Softball Association welcomes you to the 2024 Softball Season! Our purpose is to teach and educate softball fundamentals by: Preparing girls to learn and play the game of softball in a fun, healthy and safe environment; Emphasizing the importance of respect for teammates, opponents, coaches and officials; Teaching life skills through good sportsmanship, leadership, positive coaching, and peer and parent communication; and Building lasting relationships with good friends. It is our goal to have a fun season and we want to make sure we run a smooth program. **If you have questions please contact Amber Vogt at 605-580-1593 Email us at ldgirlssoftball@gmail.com. We are all volunteers and we hope you will all respect this and know we do the best we can!**

TEAM ASSIGNMENTS/COACHES: Coaches contact information is below:

- U6 : Needed
 U8: **Morgan Nelson**, Head Coach, 720-320-0642
 U10: **Tylissa Geffre**, Head Coach, 605-858-1328 and **Brooke Anderson**, Assistant Coach, 605-920-1301
 U12: Needed
 U14: **Eric Hansen**, Assistant Coach, 605-580-5947 and **Ashley Bertrand**, Assistant Coach, 605-641-9748 and **Casey Davis**, Assistant Coach
 U16: Needed

SCHEDULES: Practices will start in April/May depending on age bracket. The ap has all practice & games schedules posted as they are available. A generalized schedule is as follows: Monday nights U6/U8/U10 will have HOME Games and Wednesday nights U12 & U14 (ALWAYS PLAYS DOUBLE HEADERS) will have HOME Games in Lead-Deadwood. All teams will travel to Sturgis, Spearfish and Belle Fourche at least one other night a week, normally we do not have games on Friday nights.

WEATHER CANCELLATIONS: Practices & Games will be played weather permitting - coaches will make this decision and will notify you using the app--please watch this for schedule changes. We have until 4 pm to cancel games.

TOURNAMENTS: U6 and U8 teams will NOT be participating in Tournaments . U10; U12; U14 and U16 teams will participate in tournaments. The Association pays an entrance fee to each tournament -- please commit to participating in every tournament and be considerate of this when making travel plans for the summer. Tournaments will be June 1-2 Belle Fourche; June 7-9 Sturgis; June 14-16 Lead-Deadwood and July 5-7 in Spearfish (U12 & up). Plan on the entire weekend--the schedule changes depending on how well the team plays. Tournament schedules are not available until 1-2 days prior to the start of the Tournament. As soon as we know game times/brackets parents will know.

UNIFORMS: **We will provide jerseys & socks! Helmets and bats may be checked out during uniform handout if your child needs them.** Jerseys and borrowed equipment will be returned at the end of the season! If it is cold a long sleeve black shirt under jerseys is helpful and /or a Digger sweatshirt. Each child will need to provide their own glove and tennis shoes (no slip ons or Converse); cleats can be worn if the child wishes. Hair needs to be pulled back in a ponytail.

We ask if you have a complaint or problem with a Coach give yourself 24 hours before calling any of us, this is our league rule!

Practices = **no** jerseys please, Games = **full** uniforms. Please make sure your name is on all gear because believe it or not kids forget things!

FUNDRAISING: The Association has mailed out letters to our local supporters for collection of donations. Please support the organization by purchasing Lead-Deadwood Softball Gear if possible at <https://alpineimpressions.net/product-category/lead-deadwood-softball/>, a portion of the proceeds goes back to the Association. All SALES are final (check the size charts and order accordingly), must be paid online, picked up at Alpine Impressions in Spearfish! Order early so you can have your items by the beginning of the season.

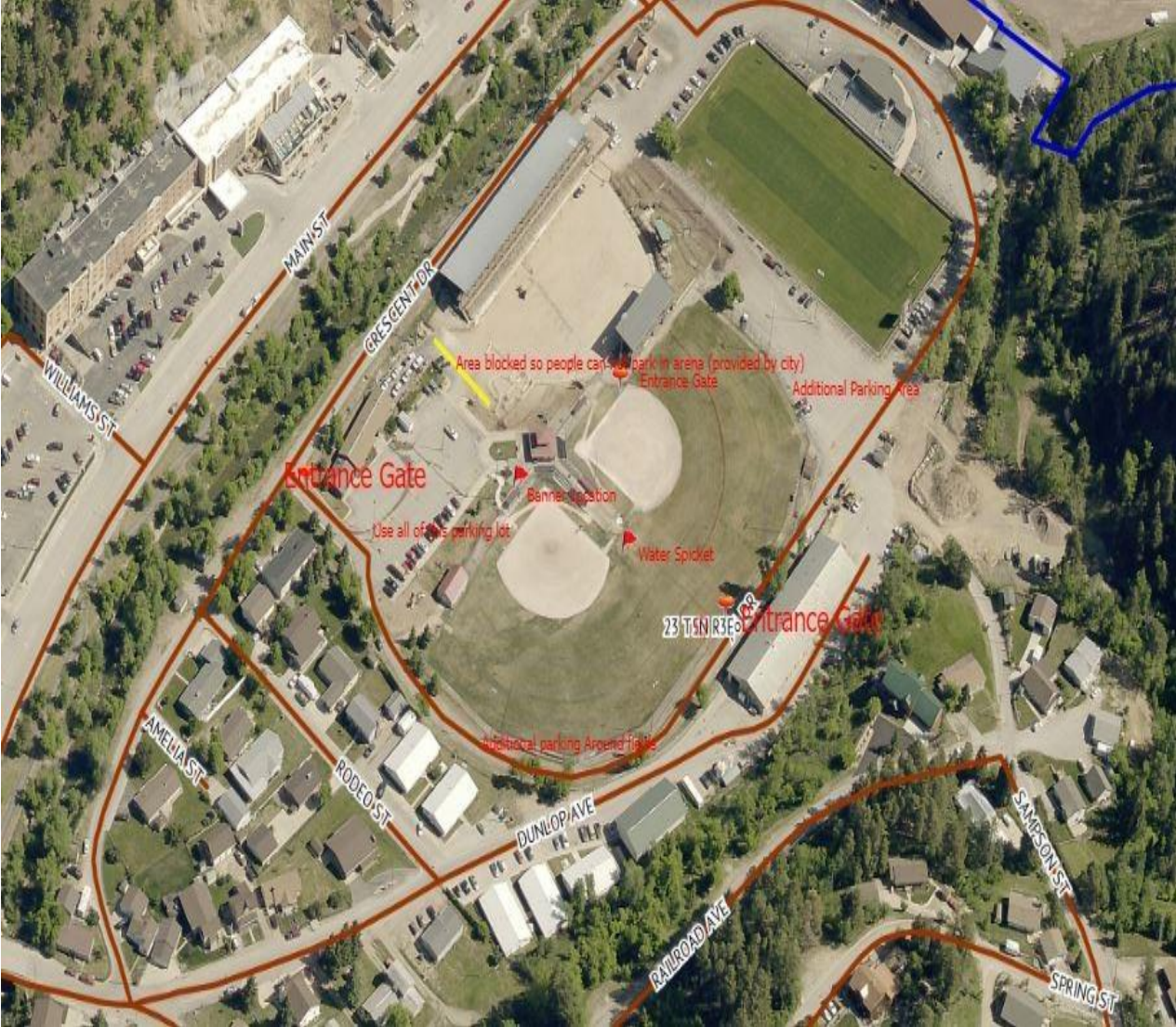
AP & WEBSITE/FACEBOOK: <https://leagues.teamlinkt.com/leaddeadwoodgirlssoftballassociation> **Facebook:** @diggersoftball TeamLink T is how we contact players & parents; schedules; changes; cancellations; information about the season and daily need to know items! You can invite fans to your page for outside people such as family. Enable Text Messages and Turn On Notifications in the App in order to receive reminders and messages. If you need help to download the TeamLinkT on your mobile device please visit <https://teamlinkt.com/gettheapp.php> for directions on how to download or call Amber Vogt at 605-580-1593 or email me at ldgirlssoftball@gmail.com.

PARENT RESPONSIBILITY & PARTICIPATION:

1. BE ON TIME for practice and 30 minutes early to a GAME START TIME. Your Coach may change this.
2. Let us know if your child will not be in attendance, it is a challenge to create a lineup when you are not sure who will be there. The kids who are present at all practices and games will get priority play time! You can do this on the ap.
3. Watching and participating in practices is encouraged and appreciated, an extra 15 minutes of one-on-one time with someone at home is a huge bonus and can make a big difference to their development!
4. We are VOLUNTEERS! You may not have realized it, but by signing your child up to play, you also volunteered to help! We will be asking parents to sign up to help for each game...if each parent commits to two games a year it really does help!
 - U6, U8 & U10 will need a parent to help with snacks and dugout management (this means making sure kids are prepared to go on the field and ready to bat, but not coaching)
 - U10-U16 will need volunteers for bookkeeper at each game home & away
 - Preparing the field for a game is time consuming. The teams playing the first game of the day are responsible for field set-up (installing bases, raking, watering, chalking; dragging) and the teams playing the last game of the day are responsible for field take down (remove and store bases, be sure that all equipment is put away properly, drag fields and lock the storage area).
 - We hold one tournament a year (June 16-18) We need all hands on deck to make this a success! This means field prep time and gates starting Friday all the way through Sunday!
 - WE NEED HELP WITH CONCESSIONS THIS YEAR! If this is something you can help with please contact Amber at 605-580-1593. In order to offer food we have to have volunteers!



We ask if you have a complaint or problem with a Coach give yourself 24 hours before calling any of us, this is our league rule!





Tom Paisley-Owner
ICC CERTIFIED PLANS EXAMINER
ICC CERTIFIED BUILDING INSPECTOR
+1.605.639.0190
tom@lookoutcode.com
www.lookoutcode.com

Trent Mohr
Building Inspector
City of Deadwood
Planning and Zoning
108 Sherman Street
Deadwood, SD 57732

Dear Trent,

Lookout Plan + Code Consulting hereby submits the following fees to complete plan reviews and code consulting for the City of Deadwood. These rates and this contract will be effective from January 1st, 2024 and will automatically renew each year unless terminated by either party as listed below.

Fees for the City of Deadwood, SD are as follows:

- Plan Review for Commercial and Residential Projects are 20% of the Building Permit Fee, as established by the City of Deadwood
- Additional Code Consulting fees - \$100.00 per hour minimum

Other reimbursable expenses and expenses associated with out-of-town travel, if any, will be billed at cost. Mileage will be based per the current IRS Standard Mileage Rate.

One pdf of the plans will be submitted to tom@lookoutcode.com. Upon completion of the plan review the City of Deadwood will receive a "red-lined" pdf for your records.

Invoices will be sent monthly to the City of Deadwood for plan reviews and code consulting performed during the previous month.

All work submitted for review will be completed by Tom Paisley ICC Certified Plans Examiner No. 876040, ICC Certified Building Inspector No. 876040.

All claims, disputes, or other matters in question arising out of or relating to this Agreement or the breach thereof, shall be decided in accordance with the laws of the State of South Dakota.

This agreement may be terminated by either party given written notice to the other party 30 days prior to the termination date. Lookout Plan + Code Consulting shall be paid for all work completed through the date of the termination notice for the services performed and reimbursable expense incurred up to the termination date.

Lookout Plan + Code Consulting will provide a copy of their Certificate of Liability insurance coverage upon request.

If this proposal is acceptable to you please authorize me to proceed by signing this document below and return a copy to me. Please send it to:

Lookout Plan + Code Consulting
Tom Paisley
1821 Buckboard Circle
Spearfish, SD 57783

Thank you for the opportunity to provide you with this proposal. I look forward to working with you.

Sincerely,

Tom Paisley

ACCEPTED FOR
Lookout Plan + Code Consulting

BY Tom Paisley
Tom Paisley

DATE 11/6/2023

ACCEPTED FOR
City of Deadwood, SD

BY _____

DATE _____

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

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this 15th day of January 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE**,” and JIM WAISANEN, hereinafter referred to as “**GRANTOR**.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot Number 38, in Block 75, according to Peter L. Rogers Official Map of the City of Deadwood; said property also described as Lot 38, Block 4, Cleveland Addition, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.




ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A' TEMPORARY CONSTRUCTION EASEMENT

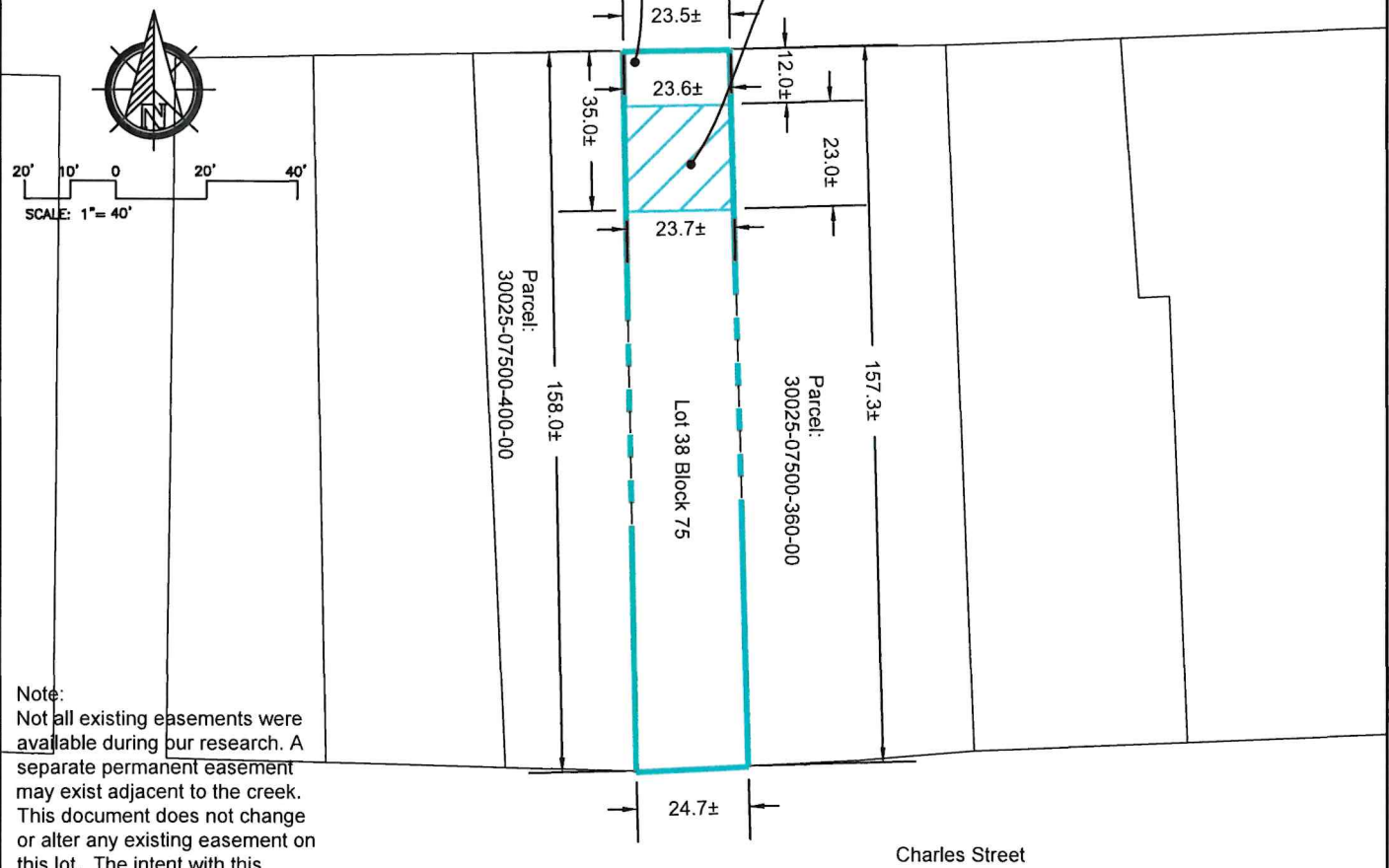
Lot Number 38, in Block 75, according to Peter L. Rogers Official Map of the City of Deadwood; said property also described as Lot 38, Block 4, Cleveland Addition, City of Deadwood, Lawrence County, South Dakota

LEGEND

-  Parcel Line
-  Easement Line
-  Easement Hatch

Existing 12.00' Permanent Easement
Approximate area: 282 SF
Reference Document #: 2001-3508

Proposed 35.0' Temporary Construction Easement
Approximate area: 543 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

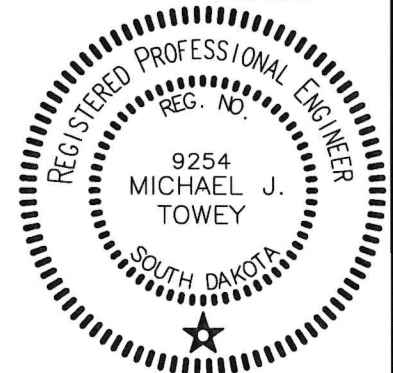
DATE: 11/29/2021

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box Elder, SD 57713
605.600.3758 mtowey@toweydesigngroup.com



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

FINDINGS OF FACT AND CONCLUSION REQUEST FOR VARIANCE

Date: November 10, 2023

From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer

RE: Request for Variance from Section 17.24.040.B – Front Yard and
Side Yard Setback Requirements – R1 Residential

APPLICANT(S): WJP Holdings, LLC (William Pearson)

ADDRESS: Mystery Wagon Road
Deadwood, Lawrence County, South Dakota

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

PURPOSE: The applicant has submitted a request for a variance
to the required 20-foot setbacks according to
Deadwood City Ordinance 17.24.040 (Area and Bulk
Requirements).

ASSESSORS NO.: 30810-00300-010-00

RE: Request for Variance

WHEREAS, the above application for a Variance from the Front Yard and
Side Yard Setbacks came for public hearing on May 15, 2023 at 5:00 p.m. were
recommended for approval by the Deadwood Planning and Zoning Commission
with the Deadwood Board of Adjustment approving the requests as
recommended by the Planning and Zoning Commission.

WHEREAS, all present members of the Deadwood Planning and
Zoning Commission and the Deadwood Board of Adjustment having reviewed

Findings of Fact and Conclusion – Variance
Lot 1, Block 3A-Mystery Wagon Road
November 10, 2023

the Variance request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

COMPLIANCE:

1. A sign was posted on the property for which the request was filed as required by Section 17.80.010.B.
2. Notice of time and place for the public hearing was published ten (10) days in advance of the hearing in the designated newspaper of the City of Deadwood as required by Section 17.80.010.B.
3. Application(s) requirements were met.

FINDINGS:

1. Planning and Zoning staff conducted a site visit and concluded that the developer has limited buildable space due to the size and shape of the lot. If fact, all lots on the south side of Mystery Wagon Road will likely need a variance for setbacks.
2. The construction of a new single-family home that has been proposed is a use by right in a Planned Unit Development.
3. The intent and purpose of this application for variance, if granted, the minimum adjustment necessary to afford relief or the reasonable use of the land will be an eleven-foot variance. The remaining bulk and height regulations are all met (i.e., side and rear setback requirements and height).
4. The proposed project is compatible with the area. The granting of the proposed structure will not be detrimental to fire safety, clearance, preservation of light and open space and/or visual and aesthetic concerns. The variance will not alter the essential character of the surrounding area in which the property is located; substantially or permanently impair the appropriate use or development of adjacent property.

Findings of Fact and Conclusion – Variance
Lot 1, Block 3A-Mystery Wagon Road
November 10, 2023

5. There is evidence of practical difficulty due to the size and shape of the lot. The developer is making every attempt to provide affordable housing to the City of Deadwood which will not only include this home but several additional small homes on this side of the Mystery Wagon Road.
6. The use and value of the area adjacent to the property included in the variance request will not be affected in an adverse manner. There will be no significant adverse impacts on water supply, schools, or other services. A variance cannot be granted if it would pose any threat to the public health or safety. This finding includes concerns such as fire safety, and visual and aesthetic concerns.
7. The applicant has paid the \$200.00 fee to process the variance and have the public hearing.
8. The applicant has proven to the City of Deadwood Planning and Zoning office that they are the current owner of subject property.
9. For the above-mentioned reasons, and based on the information and findings included in the Staff Report, Minutes, and other records of proceedings, the Deadwood Planning and Zoning Commission and Board of Adjustment recommended approval of the variance.

Findings of Fact and Conclusion – Variance
Lot 1, Block 3A-Mystery Wagon Road
November 10, 2023

ATTEST:

Jessicca McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

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

FINDINGS OF FACT AND CONCLUSION REQUEST FOR VARIANCE

Date: November 7, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Variance from Section 17.24.040.B – Front Yard and
Side Yard Setback Requirements – R1 Residential

APPLICANT(S): Bob and Bonita Goode
ADDRESS: 3 Pearl Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lot A, Block 7, Highland Park Addition, formerly a portion of Lots 1 thru 6, Block 7 Highland Park Addition, City of Deadwood, Lawrence County, South Dakota, according to Plat Document No. 2009-6668

PURPOSE: The applicant has submitted a request for a variance to the required 20-foot setbacks according to Deadwood City Ordinance 17.24.040 (Area and Bulk Requirements).

ASSESSORS NO.: 30500-00700-030-00

RE: Request for Variance

WHEREAS, the above application for a Variance from the Front Yard and Side Yard Setbacks came for public hearing on August 7, 2023 at 5:00 p.m. were recommended for approval by the Deadwood Planning and Zoning Commission with the Deadwood Board of Adjustment approving the requests as recommended by the Planning and Zoning Commission.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Variance request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises,

the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

COMPLIANCE:

1. A sign was posted on the property for which the request was filed as required by Section 17.80.010.B.
2. Notice of time and place for the public hearing was published ten (10) days in advance of the hearing in the designated newspaper of the City of Deadwood as required by Section 17.80.010.B.
3. Application(s) requirements were met.

FINDINGS:

1. Planning and Zoning staff conducted a site visit and concluded that the applicant has limited buildable space due to the size and shape of the lot. Strict adherence to the ordinance would adversely affect the rhythm, site, and setting of the National Landmark District, and the State and National Register Historic Districts (Collectively known as historic districts for the balance of this report).
2. The construction of the proposed carport would be for the existing single-family home that is a use by right in the R1 – Residential Zoning District.
3. The intent and purpose of this application for variance, if granted, is to mimic existing setbacks on adjacent historic properties and to allow the maximum use of the land. The remaining bulk and height regulations are met (i.e., side and rear setback requirements and height).
4. The proposed project is compatible with the area. The granting of the proposed structure will not be detrimental to fire safety, clearance, preservation of light and open space and/or visual and aesthetic concerns. The variance will not alter the essential character of the surrounding area in which the property is located; substantially or permanently impair the appropriate use or development of adjacent property.
5. There is evidence of practical difficulty due to the size of the lot.

Findings of Fact and Conclusion – Variance
Bob and Bonita Goode
November 10, 2023

6. The use and value of the area adjacent to the property included in the variance request will not be affected in an adverse manner. There will be no significant adverse impacts on water supply, schools, or other services. A variance cannot be granted if it would pose any threat to the public health or safety. This finding includes concerns such as fire safety, and visual and aesthetic concerns.
7. The applicant has paid the \$200.00 fee to process the variance and have the public hearing.
8. The applicant has proven to the City of Deadwood Planning and Zoning office that they are the current owner of subject property.
9. For the above-mentioned reasons, and based on the information and findings included in the Staff Report, Minutes, and other records of proceedings, the Deadwood Planning and Zoning Commission and Board of Adjustment recommended approval of the variance.

Findings of Fact and Conclusion – Variance
Bob and Bonita Goode
November 10, 2023

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

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kevin@cityofdeadwood.com

FINDINGS OF FACT AND CONCLUSION
REQUEST FOR VARIANCE

Date: November 10, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Variance from Section 17.24.040.B – Front Yard and
Side Yard Setback Requirements – R1 Residential

APPLICANT(S): Jackie Diana Fisher and Bryan James Duffy Revocable Trust

ADDRESS: 22 Washington Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: TRACT C, BLOCK 53, A SUBDIVISION OF PART OF LOTS 1 AND 2, BLOCK 53, ORIGINAL TOWN, CITY OF DEADWOOD, LOCATED IN THE NW1/4 OF SECTION 26, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT RECORDED AS DOCUMENT NO. 2001-01165, SUBJECT TO EASEMENTS, RESERVATIONS, AND RESTRICTIONS OF RECORD

PURPOSE: The applicant has submitted a request for a variance to the required 20-foot setbacks according to Deadwood City Ordinance 17.24.040 (Area and Bulk Requirements).

ASSESSORS NO.: 30025-05300-010-00

RE: Request for Variance

WHEREAS, the above application for a Variance from the Front Yard and Side Yard Setbacks came for public hearing on July 3, 2023 at 5:00 p.m. were recommended for approval by the Deadwood Planning and Zoning Commission with the Deadwood Board of Adjustment approving the requests as recommended by the Planning and Zoning Commission.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Variance request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

COMPLIANCE:

1. A sign was posted on the property for which the request was filed as required by Section 17.80.010.B.
2. Notice of time and place for the public hearing was published ten (10) days in advance of the hearing in the designated newspaper of the City of Deadwood as required by Section 17.80.010.B.
3. Application(s) requirements were met.

FINDINGS:

1. Planning and Zoning staff conducted a site visit and concluded that the developer has limited buildable space due to the size and shape of the lot. Strict adherence to the ordinance would adversely affect the rhythm, site, and setting of the National Landmark District, and the State and National Register Historic Districts (Collectively known as historic districts for the balance of this report). The existing adjacent historic properties do not meet the setback dimensions in the zoning ordinance.
2. The construction of a new single-family home that has been proposed is a use by right in the R1 – Residential Zoning District.
3. The intent and purpose of this application for variance, if granted, is to mimic existing setbacks on adjacent historic properties and to allow the maximum use of the land. The remaining bulk and height regulations are all met (i.e., side and rear setback requirements and height).
4. The proposed project is compatible with the area. The granting of the proposed structure will not be detrimental to fire safety, clearance, preservation of light and open space and/or visual and aesthetic concerns. The variance will not alter the essential character of the surrounding area in which the property is located; substantially or

Findings of Fact and Conclusion – Variance
22 Washington Street
November 10, 2023

permanently impair the appropriate use or development of adjacent property.

5. There is evidence of practical difficulty due to the size of the lot. The applicant has made an attempt to provide infill housing on an existing lot which has been vacant within the City of Deadwood. In many ways, this is efficient use of stranded infrastructure which is not fully utilized and does not require high costs and additional maintenance from the city services already provided to this area of the community.
6. The use and value of the area adjacent to the property included in the variance request will not be affected in an adverse manner. There will be no significant adverse impacts on water supply, schools, or other services. A variance cannot be granted if it would pose any threat to the public health or safety. This finding includes concerns such as fire safety, and visual and aesthetic concerns.
7. The applicant has paid the \$200.00 fee to process the variance and have the public hearing.
8. The applicant has proven to the City of Deadwood Planning and Zoning office that they are the current owner of subject property.
9. For the above-mentioned reasons, and based on the information and findings included in the Staff Report, Minutes, and other records of proceedings, the Deadwood Planning and Zoning Commission and Board of Adjustment recommended approval of the variance.

Findings of Fact and Conclusion – Variance
22 Washington Street
November 10, 2023

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

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FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

Date: November 3, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Vacation Home Establishment

APPLICANT(S): Deadwood Rentals, LLC (Trinity Conrad)
PURPOSE: Conditional Use Permit – Vacation Home Establishment
ADDRESS: 819 Main Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: LOT 12 IN BLOCK A OF SUNNYSIDE ADDITION TO THE CITY OF DEADWOOD AS SET OUT IN PLAT BOOK 3 PAGE 251, LAWRENCE COUNTY, SOUTH DAKOTA, EXCEPT THAT PART DEEDED TO THE STATE OF SOUTH DAKOTA FOR HIGHWAY PURPOSES AS SET OUT IN BOOK 372 PAGE 58 AND PAGE 168; AND, TRACT A-1 IN BLOCK A, A REPLAT OF TRACTS “A” AND “B” OF THE SUBDIVISION OF LOT 13, BLOCK A OF SUNNYSIDE ADDITION, LOCATED IN THE NW1/4NE1/4 OF SECTION 27, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT FILED IN DOCUMENT NO. 2001-4003.

ASSESSORS NO.: 30800-00100-130-10

RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a Vacation Home Establishment in the C1 – Commercial District came on review before the Deadwood Planning and Zoning Commission on Wednesday September 6, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 3, 2023

Adjustment approved the request for a Vacation Home Establishment at 819 Main Street as recommended by the Planning and Zoning Commission on September 18, 2023.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned C1 – Commercial District. The area near the subject property consists of a mixture of commercial, single and multi-family dwellings, and undeveloped land.
- The use, as proposed would 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 area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the C1 – Commercial District under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 3, 2023

- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a Vacation Home Establishment. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with 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 shall be provided to the Planning and Zoning Office for their files.
 3. Proof that the Building Inspector has inspected the building, and it meets all of the building codes.
 4. City water and sewer rates to be changed from residential to commercial rates.
 5. Proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
 6. Proof of City of Deadwood Business License.
 7. Obtain lodging license after inspection from the South Dakota Department of Health without changing the historic character of the resource through window replacement.
 8. All parking shall be off street.

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 3, 2023

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

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FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

Date: November 7, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Vacation Home Establishment

APPLICANT(S): Owson Properties, LLC (Mike and Kat Sneesby)
PURPOSE: Conditional Use Permit – Vacation Home Establishment
ADDRESS: 64 Cliff Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: LOT X2 OF RIVERSIDE ADDITION CITY OF
DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
FORMERLY LOT X OF RIVERSIDE ADDITION
LOCATED IN THE NE1/4 OF SECTION 27, T5N, R3E,
B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY,
SOUTH DAKOTA

ASSESSORS NO.: 30735-07800-180-10

RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a Vacation Home Establishment in the C1 – Commercial Highway district came on review before the Deadwood Planning and Zoning Commission on Wednesday, August 16, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a Vacation Home Establishment at 64 Cliff Street as recommended by the Planning and Zoning Commission on August 21, 2023.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully

Findings of Fact and Conclusion – Conditional Use Permit
Owson Properties, LLC
November 7, 2023

advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned CH – Commercial Highway. The area near the subject property consists of a mixture of single-family dwellings and businesses.
- The use, as proposed would 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 area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the CH – Commercial Highway district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a Vacation Home Establishment. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with 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.

Findings of Fact and Conclusion – Conditional Use Permit
Owson Properties, LLC
November 7, 2023

2. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
4. City water and sewer rates to be changed from residential to commercial rates.
5. Proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
6. Proof of City of Deadwood Business License.
7. Obtain lodging license after inspection from the South Dakota Department of Health.
8. All parking shall be off street.

ATTEST:

Jessicca McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
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FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

Date: November 7, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Bed and Breakfast Establishment

APPLICANT(S): Jay and Pam Smith
PURPOSE: Conditional Use Permit – Bed and Breakfast Establishment
ADDRESS: 5 Burlington Street
Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: LOTS THREE (3) AND FOUR (4) OF PECK’S GARDEN SUBDIVISION OF PART OF PROBATE LOTS 138 AND 327, DEADWOOD CITY, LAWRENCE COUNTY, SD, ACCORDING TO THE RECORDED PLAT THEREOF.
ASSESSORS NO.: 30670-00000-030-00

RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a Bed and Breakfast Establishment in the R1 – Residential came on review before the Deadwood Planning and Zoning Commission on Wednesday, July 5, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a Bed and Breakfast Establishment at 5 Burlington Street, as recommended by the Planning and Zoning Commission, on July 17, 2023.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned R1 – Residential. The area near the subject property consists of a mixture of single-family dwellings and multi-family dwellings.
- The use, as proposed would 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 area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the R1 – Residential district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a Bed and Breakfast Establishment. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with 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. The Bed and Breakfast Establishment must be owner occupied.

Findings of Fact and Conclusion – Conditional Use Permit
Jay and Pam Smith
November 7, 2023

3. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
4. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
5. City water and sewer rates to be changed from residential to commercial rates.
6. Proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
7. Proof of City of Deadwood Business License.
8. Obtain lodging license after inspection from the South Dakota Department of Health.
9. All parking shall be off street.

Findings of Fact and Conclusion – Conditional Use Permit
Jay and Pam Smith
November 7, 2023

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

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kevin@cityofdeadwood.com

FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

Date: November 7, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Home Business

APPLICANT(S): Carson Witt
PURPOSE: Conditional Use Permit – Home Delivery Donut Business
ADDRESS: 63 Stewart Street
Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: THE EASTERLY 50 FEET OF LOT 2, BLOCK 72 ORIGINAL TOWN IN THE CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA EXCEPT THAT PORTION DEEDED TO THE CITY OF DEADWOOD FOR STREET PURPOSES.
ASSESSORS NO.: 30025-07200-020-00
RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a Home Delivery Donut Business in the R1 – Residential district came on review before the Deadwood Planning and Zoning Commission on Wednesday, April 19, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a Home Delivery Donut Business at 63 Stewart Street, as recommended by the Planning and Zoning Commission, on May 1, 2023.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and

Findings of Fact and Conclusion – Conditional Use Permit
Carson Witt
November 7, 2023

Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned R1 – Residential. The area near the subject property consists of single-family dwellings.
- The use, as proposed would 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 area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the R1 – Residential district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a Home Delivery Donut Business. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with 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 City of Deadwood Business License.

Findings of Fact and Conclusion – Conditional Use Permit
Carson Witt
November 7, 2023

3. The Conditional Use Permit shall be reviewed annually by the Planning and Zoning Commission as required under 17.76.060.

ATTEST:

Jessicca McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

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**FINDINGS OF FACT AND CONCLUSION
CONDITIONAL USE PERMIT**

Date: November 7, 2023
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Vacation Home Establishment

APPLICANT(S): Deadwood Rentals, LLC (Trinity Conrad)
PURPOSE: Conditional Use Permit – Vacation Home Establishment
ADDRESS: 36 Water Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: TRACT A, AN 8’ PLATTED ALLEY AND A PORTION OF LOT R-1 OF THE CITY OF DEADWOOD RAILROAD PROPERTY ALL LOCATED IN THE HILLSDALE ADDITION TO THE CITY OF DEADWOOD, IN THE NW 1/4 OF SECTION 26, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA; AND, TRACT B-1, MCGOVERN HILL ADDITION OF THE CITY OF DEADWOOD, LOCATED IN THE NW1/4NW1/4 OF SECTION 26 T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

ASSESSORS NO.: 30525-00100-110-10

RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a Vacation Home Establishment in the C1 – Commercial District came on review before the Deadwood Planning and Zoning Commission on Wednesday, August 16, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request by the Planning and Zoning Commission August 21, 2023.

WHEREAS, all present members of the Deadwood Planning and

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 7, 2023

Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned C1 – Commercial District. The area near the subject property consists of a mixture of commercial, single family dwellings, and vacant land.
- The use, as proposed would 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 area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the C1 – Commercial District under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a Vacation Home Establishment. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with the following conditions:

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 7, 2023

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 shall be provided to the Planning and Zoning Office for their files.
3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
4. City water and sewer rates to be changed from residential to commercial rates.
5. Proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
6. Proof of City of Deadwood Business License.
7. Obtain lodging license after inspection from the South Dakota Department of Health without changing the historic character of the resource through window replacement.
8. All parking shall be off street.

Findings of Fact and Conclusion – Conditional Use Permit
Deadwood Rentals, LLC
November 7, 2023

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2023

David Ruth, Mayor
City of Deadwood
/ / /2023

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2023

David Bruce, Secretary
Planning and Zoning Commission
/ / /2023

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on November 16, 2023, to complete the **repointing of stone mortar joints of the retaining wall and garage veneer and repair concrete steps at the following location: 33 ½ Jackson Street** for the City of Deadwood. Bids will be publicly opened and read on November 16, 2023 at 2:00 p.m. with results presented on November 20, 2023 at the City Commission meeting at City Hall, 102 Sherman, Deadwood, SD.

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

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

Bids will be sealed and marked **Retaining Wall Project – 33 ½ Jackson Street**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 16th day of October, 2023

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: October 19, 2023 and October 26, 2023

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

BID TAB			
Novmeber 16, 2023 at 2:00 p.m.			
33 1/2 Jackson Street Retaining Wall			
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>Base Bid</u>
		\$ 175,000.00	
Complete Concrete	X		\$ 290,800.00
RCS Construction	X		\$ 196,000.00
Kevin Kuchenbecker			
Lornie Stalder			
Jessicca McKeown			
Trent Mohr			
Justin Lux			
Also Present:			
Grant Habener - RCS Construction			
Jared Schippers			

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE
FOR NEW YEARS EVE BALL DROP**

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 November 20, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2023, to 12:10 a.m. on January 1, 2024 for the New Year's Eve Ball Drop at the Franklin Hotel.

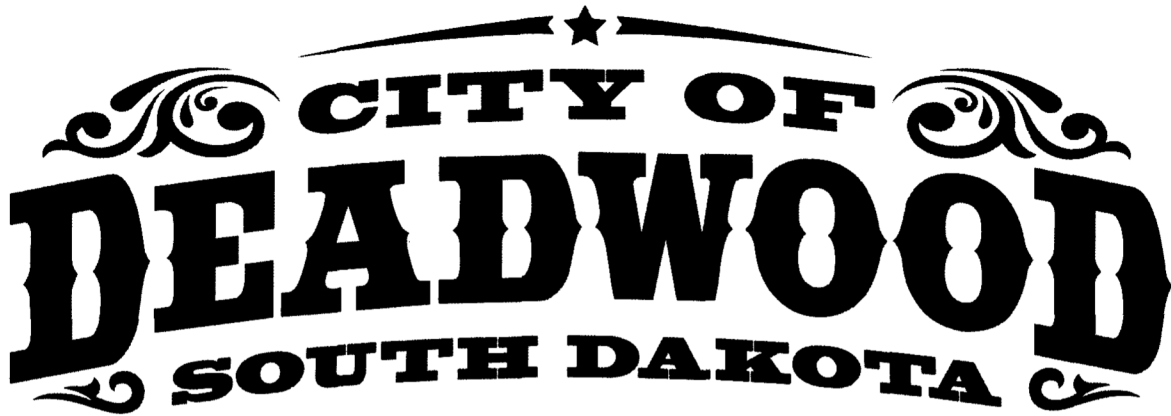
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 6th day of December, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: December 9, 2023

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



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

Franklin Hotel NYE Ball Drop.

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: Franklin Hotel - NYE Ball Drop

Event Date(s): 12/31/2023 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants 10 # of Spectators 1000)

Actual Event Hours: (from: 11:50 AM / **PM** (to): 12:10 **AM** / PM

Location / Staging Area: main Street- from Pine Street-Lee Street

Set up/assembly/construction 12/27/2023 Start time: 8:00 **AM** / PM

Please describe the scope of your setup / assembly work (specific details):
all set-up will be done on the Franklin Veranda

Dismantle Date: 1/2/24 Completion time: 5 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: Main Street between the Silverado and the Franklin Hotel

- 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: Silverado/Franklin

Chief Officer of Organization (NAME): Patrick McDermott

Applicant (NAME): John Rystrom Business Phone: (605) 578-3670 ext.613

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

Daytime phone: (605) 578-3670 Evening Phone: () Fax #: (605) 578-1366

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 John Rystrom Pager/Cell #: 578-3670 ext3 ext 613

(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:

a lighted ball dropped from the Franklin roof down to the Veranda at midnight. a lighted ball and balloons, will be used.

a crowd will gather in front of the Franklin on Main Street, causing the street to be closed to traffic for a brief moment.

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 YES , 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 YES , please describe: _____

_____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all 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: _____

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: 12 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: The Silverado Franklin Maintenance crews will clean up using trash cans, brooms etc.

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: Badlands Security Co.

Security Organization Address: 1120 National Street Belle Fourche SD 57717
(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: illuminated with regular street 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: JR

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: JR

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: _____
 advertising in the news paper, radio, tv and social media(internal) _____

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: _____
 LIGHTED BALL

PROMOTION / ADVERTISING / MARKETING / INTERNET

INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
 Newspaper, TV, Radio, Direct Mail, internet/Social media(internal) _____

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: _____ -John Rystrom- PHONE: 605 578-3670 ext.613

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Black Hills Insurance Agency

Agent's Name: Elizabeth Brown

Business Phone: (605) 342-5555 Policy Number: CPA3293978 Policy Type: Commercial General Liability

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

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

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

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): John Rystrom Title: Franklin Hotel Manager.



(Signature of Applicant/Sponsoring Organization) Date: 10-19-23.

**NOTICE OF PUBLIC HEARING
MARDI GRAS EVENT
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 20, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, February 9, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, February 10, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Saturday, February 10, 2024: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends.

Request to Waive Banner Fee:

For Parade on Saturday February 10, 2024.

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 6th day of November, 2023.

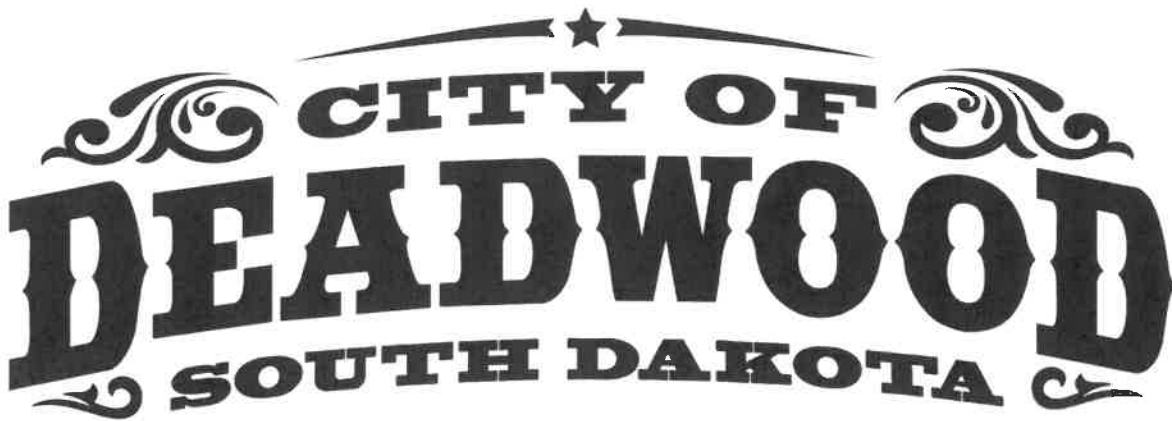
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, November 9, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Mardi Gras. 2/9-10 2024

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: Mardi Gras

Event Date(s): 2/9-10/2024 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 7pm AM / PM (to): 8pm AM / PM

Location / Staging Area: MAIN ST

Set up/assembly/construction 2/9-10/24 Start time: 5pm AM / PM

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

Dismantle Date: 2/10/24 Completion time: 8pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date and time** of closing and time of re-opening: Tin lizzie to Pine 2/10/24 7pm

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

OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: <u>2/9/24</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>2/10/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
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: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

NO YES
 Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): _____

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 2/10/24

Tin lizzie to Pine Street 7pm-8pm

Open container 2/9/24 5-10pm 2/10/24 Noon-10pm zone 1-2

Request to waiver float banners fee.

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 YES , 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 YES , 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 YES , 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 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: _____

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: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Hired Security along with local Police Department _____

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: BADLANDS SECURITY

Security Organization Address: 11089 SONMA RD BELLEFOURCHE SD 57717
(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: _____

STREET 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: SJKSJK

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: SJKSJK

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: _____
 Chamber news letter and social media platforms _____

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: 0 Number of Bands: 0

Type of Music: _____

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 7pm AM / PM – Finish Time: 8pm 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: Parade Float 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: _____
Parade Float Banners

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

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London
 Agent's Name: Chris Roberts
 Business Phone: (605) 578-3456 Policy Number: GP350GL008-2 Policy Type: GL
 Address: PO Box 507 Deadwood SD 57732
(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): Sarah Kryger Title: Event coordinator

 Date: 10/18/24
 (Signature of Applicant/Sponsoring Organization)

NOTICE OF PUBLIC HEARING

**ST. PATRICK'S DAY
RELAXATION OF OPEN CONTAINER ORDINANCE AND STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held November 20, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container:

Friday March 15, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday March 16, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 12:00 p.m. to 10:00 p.m.

Main Street Closure:

Pub Crawl: Main Street closure from Wall Street to Pine Street from noon on Saturday, March 16 to 6:00 a.m. Sunday, March 17, 2024.

Parade: Main Street closure from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 16, 2024, from noon until parade ends.

Request to Waive Banner Fee:

For Parade on Saturday March 16, 2024.

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 6th day of November, 2023.

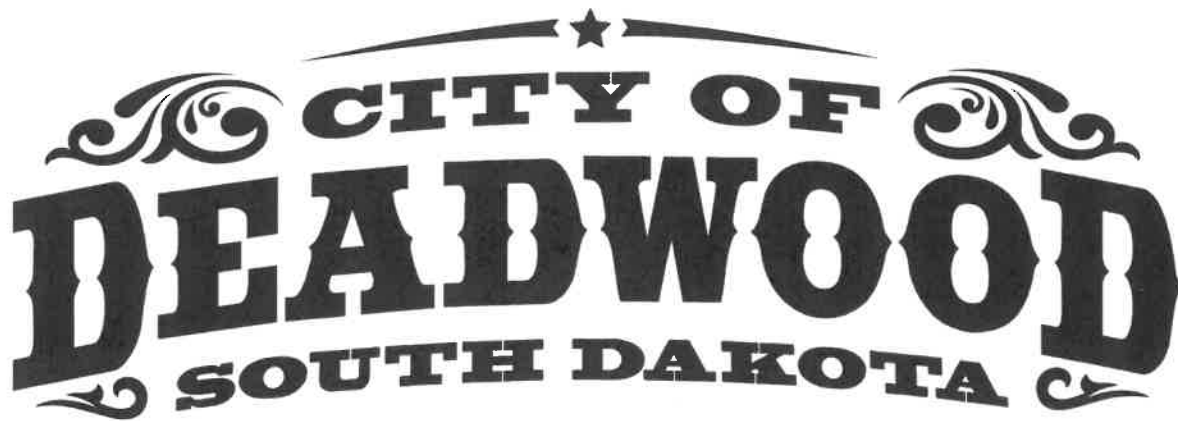
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: November 9, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

St Patrick's Pub Crawl 2024

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 type="checkbox"/> Other			

Event Title: St Patrick's Pub Crawl

Event Date(s): March 15-16 Total Anticipated Attendance: 8000
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Main Street

Set up/assembly/construction 3/16/24 Start time: Noon AM / PM

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

Street closure MAIN ST

Dismantle Date: 3/17/24 Completion time: 6am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Pine Street 3/16 Noon.

- 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>3/15/24</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>3/16/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
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: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

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

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

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

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

NO YES
 Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): _____

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:

Pub Port, Parade and Pub Crawl 2/15-16/24

Tin lizzie to Pine Street noon-1pm for Parade

Wall to Pine Noon to 6am 3/17/24

Open container 3/15/24 5-10pm 3/16/24 Noon-10pm zone 1-2

Request to waiver float banners fee.

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 YES , 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 YES , 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 YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
|--------------------------|-------------------------------------|---|

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all 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: _____

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: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Hired Security along with local Police Department _____

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: Badlands Security

Security Organization Address: 11089 SONNARD BELLE FOURCHE SD 57717
(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 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: SJK

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: SJK

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: _____
 Chamber news letter and social media platforms _____

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: 0 Number of Bands: 0

Type of Music: _____

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: Noon AM / PM – Finish Time: 1pm 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: Parade Float 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: _____
Parade Float Banners

**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

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London
Agent's Name: Chris Roberts
Business Phone: (605) 578-3456 Policy Number: GP350GL008-2 Policy Type: GL
Address: PO BOX 507 DEADWOOD SD 57732
(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): Sarah Kryger Title: Event coordinator
 Date: 10/18/24
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR BACK WHEN THEY BUCKED
WAIVER OF USER FEES, AND
RELAXATION OF OPEN CONTAINER**

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held November 20, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Event Complex:

Request to waive event fees at the Event Complex for Back When They Bucked from Wednesday, May 22 through Tuesday, May 28, 2024.

Relaxation of Open Container:

Sunday, May 26, 2024 from 9:00 a.m. to 9:00 p.m. at the Event Complex.

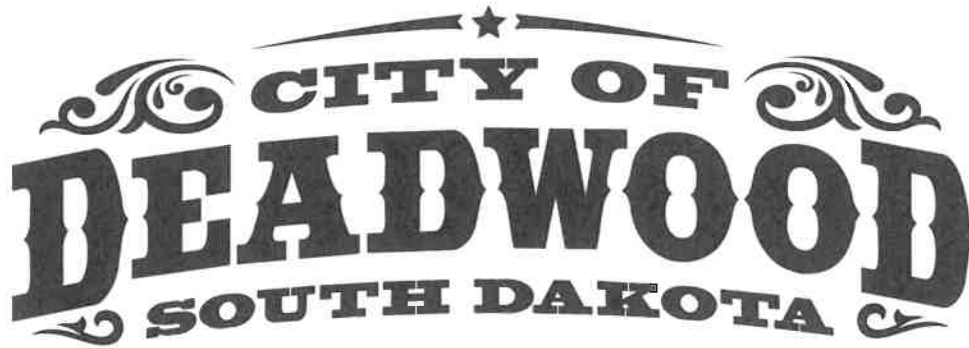
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 6th day of November, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: November 9, 2023

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



Event Complex Rental and Use Agreement

Event: Back When They Bucked

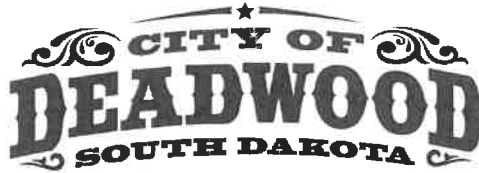
Date: May 22-29, 2024

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: Back When They Bucked, a Western Legacy Foundation Production

Contact Information:

Name of Applicant: Lynn Husman, President of Western Legacy Foundation

Business/Organization: Western Legacy Foundation, Inc.

Mailing Address: 444 Mt. Rushmore Rd N

City, State Zip: Rapid City, SD 57701

Business Phone: Lynn Cell: 605.391.9021 Cell Phone: Tif-Cell: 605.545.7865

Email Address: events@tnteventmanagement.biz- Tif Robertson, Event Coordinator

Dates Event Complex requested:

Set up Date(s): My 22-25, 2024 Hour(s): 8am-10pm

Event Date(s): May 26, 2024 Hour(s): 6am-10pm

Clean-up Date(s): May 27& 28, 2024 Hour(s): 7am-7pm each day

Approximate number of people who will attend: 3500

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Back When They Bucked PRCA Xtreme Bronc Riding, & WPRA Break-Away Roping

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Clay Cross Title: Committee Chair
 Phone: 605.490.2046 Representing: Western Legacy Foundation

Name: Travis Bechen Title: Committee
 Phone: 605.431.8899 Representing: Western Legacy Foundation

Name: Tif Robertson Title: Committee/ Event Coordinator
 Phone: 605.545.7865 Representing: Western Legacy Foundation

Name: Tyler Robertson Title: Committee
 Phone: 605.391.4557 Representing: Western Legacy Foundation

Name: Justin Robertson Title: Committee
 Phone: 605.484.0305 Representing: Western Legacy Foundation

Name: Bruce Blair Title: Committee
 Phone: 605.490.2418 Representing: Western Legacy Foundation

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	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. 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): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities	\$ _____
Baseball Fields	\$ _____
Parking Lots	\$ _____
Cleaning/Trash Removal	\$ 250.00 _____
Streaming	\$ 200.00 _____
Total Fees	\$ 450 _____

Request to Waive
Complex Fees

Refundable Deposits

Key Deposit	\$ 100 _____
Damage Deposit	\$ 2500 _____
Total Deposits	\$ 2600 _____

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

Organization: Western Legacy Foundation, Inc- Not for profit organization

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23

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 LH

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 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials LH

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 LH

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 LH

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

Initials LH

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

- A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.
- A person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- 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 LH

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials LH

**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

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Western Legacy Foundation

Name: Lynn Husman Title: President

Signature:  Date: 10-17-23

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):

The Western Legacy Foundation will be hosting it's 4th Annual fundraising event, Back When They Bucked, that will consist of WPRPA Ladies Breakaway in the morning leading up to the PRCA Xtreme Saddle Bronc Riding Match in the afternoon all on May 26, 2024. The one day event will have bucking stock, roping stock, personnel and production areas. The event will work with Cadillac Jack's to provide the liquor license and the alcohol and work within the concessionaires guidelines. We will again work with Badland's Security, Lead/Deadwood Ambulance Service and Black Hills Central Reservations for tickets. Please see attached for further details on the event. 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:

PRCA Xtreme Saddle Bronc Match and WPRPA Ladies Breakaway Roping.

Initials LH

- 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

Initials LH

- 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 LH

- 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 LH

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 LH

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 LH

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 LH

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 LH

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 LH

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: Western Legacy Foundation

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23

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

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

Back When They Bucked all day rodeo- WPRA Ladies Breakaway & PRCA Saddle Bronc Match

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: Western Legacy Foundation Date of Birth: _____

Address: 444 Mt. Rushmore Rd N
Rapid City, SD 57701

Signature:  Date: 10-17-23

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

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

Western Legacy Foundation, Back When They Bucked, PRCA Xtreme Saddle Bronc Riding, WPRA Ladies Breakaway Roping

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills 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: Western Legacy Foundation

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.

Organization: Western Legacy Foundation

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23

Responsibilities to and of the Concessionaire

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

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

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

Organization: Western Legacy Foundation

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23

Alcohol Policy for Facility Rentals

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

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

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

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


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

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

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

Organization: Western Legacy Foundation

Name: Lynn Husman Title: President

Signature: 

Dates/Times Alcohol will be served: May 26- 9am-9pm

Business name who will be serving: Cadillac Jacks & Gaming

Liquor Liability Insurance

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

Name of Insurance Company: Cadillac Jacks stated they would supply with their application.

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials LH

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 LH

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 LH

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 LH

Organization: Western Legacy Foundation

Name: Lynn Husman

Title: President

Signature: 

Date: 10-17-23


Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: Western Legacy Foundation

Name: Lynn Husman Title: President

Signature:  Date: 10-17-23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- 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: Western Legacy Foundation

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: Jane Krammer Phone Number: 1 (800) 468-6463

City/State: Rapid City, SD Event Name: Black Hills Stock Show & Rodeo

Event Location: The Monument Email: JayneK@rushmoreplazacc.com

2) Name: John Kaiser Phone Number: 605.484.4797

City/State: Rapid City, SD Event Name: Central States Fair

Event Location: Central States Fairgrounds Email: john@blackhillsstockshow.com

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: Western Legacy Foundation

Name: Lynn Husman Title: President

Signature:  Date: 10-17-23

Daytime Phone Number: 605.391.9021

Date of your Event(s): May 26, 2024 Group/Event Name: Back When They Bucked



Oct. 6, 2024

Full description for page 10**Event Sponsor – Release and Indemnification Agreement**

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

The Western Legacy Foundation will be hosting a Fundraising event that will consist of PRCA Xtreme Bronc Riding and WPRA Ladies Break Away Roping on May 26, 2024. The one-day event will have bucking stock, roping stock, personnel, and other production areas. The event will work with Cadillac Jacks to provide the liquor license and the alcohol and will work within the concessionaire guidelines. We will again hire Badlands Security, Lead/Deadwood ambulance services and work with Black Hills Central Reservations for ticket sales. The event will have a member social tent(s) located behind the VIP grandstand along with special VIP seating in the area along the end of the arena. We continue to have a very good layout to build from for the arena, security, panels, etc from the past three years event. The event will start on May 26, 2024 at 10am with the WPRA Break Away Roping and the Xtreme Bronc Riding will begin at 3pm. Event is expected to be concluded by 6pm. Set up will begin on May 23, 2024 and all cleaned up by May 29, 2024 at noon. The committee will work within all parameters needed and keep in direct contact with Randy and Sara for updates. Please see attached addendum with additional operational event requests. The Western Legacy Foundation and Back When They Bucked committee looks forward to bringing this event back for the third year and hosting it in Deadwood to continue to help with the economic impact and to promote the Western Legacy Foundation's mission.



Western Legacy Foundation Backed When They Bucked May 26, 2024 • Day's of 76 Event Facility Deadwood, SD

The Western Legacy Foundation mission is, "Preserving the Legacy and Investing in the Future." For over 27 years, the Foundation is dedicated to supporting the youth in higher education and organizations, programs, and projects that enhance services and education to the public. Through events, memberships and fundraisers, the foundation has given over \$700,000 to local organizations and awards over \$50,000 to graduating seniors furthering their education in agriculture.

The Western Legacy Foundation (WLF) looks forward to hosting this event on an annual basis. We do not think there is a better place to increase awareness and provide revenue for both Deadwood and the WLF, than at the historical Day's of 76 Arena. The event will host PRCA World Champions, WPRA Women Champions and local champions that draw fans from all over the country with a goal of 3000-3500 spectators.

Western Legacy Foundation Addendum to include with Deadwood Complex Agreement:

Water Truck to manned and provided by facility for all days of events

Rent or use of Ground Hog if applicable for all events

Use of cement barriers for Tent stabilization

Use of all city tents that are available. Locations TBD

Bike racks and paneling provided by facility for security purposes

Horse panels provided and with the help of the BWB to set up/tear help the facility staff for horse pens

No construction barriers or equipment during event if applicable.

WLF will provide the layout and all areas for pre-set up like provided the past three years at least 30 days prior to event and will meet with the Complex facility and staff at least 90 days prior to walk through the event set up/tear down and overall event highlights. Event Coordinator, Tif, will keep in touch with Sara and Randy as much as needed.

*There may be additional needs come 2024 when meeting with the facility staff due and they can be addressed at that time.

Thank you,

Lynn Husman
BHSSF President



Western Legacy Foundation
444 Mt. Rushmore Rd. North
Rapid City, SD 57701



**NOTICE OF PUBLIC HEARING
STREET CLOSURE AND OPEN CONTAINER
FOR 3-WHEELER MOTORCYCLE 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 November 20, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Wednesday, July 10, 2024: Motorcycle parking on Main Street from Wall Street to Deadwood Street, from 2:00 p.m. to 4:00 p.m.

Thursday, July 11, 2024: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 8:30 p.m. until parade ends.

Relaxation of Open Container:

Sunday, July 7, Monday, July 8, Tuesday July 9, Wednesday July 10, Thursday July 11, 2024 from 11:00 to 10:00 p.m. at the Event Complex.

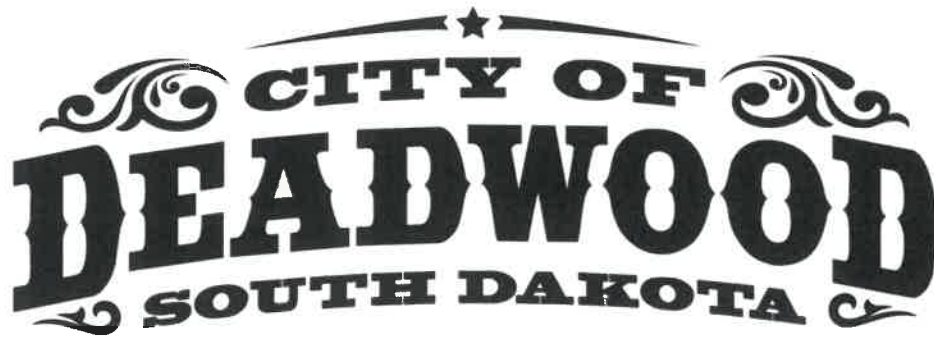
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 6th day of November, 2023

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, November 9, 2023

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



Event Complex Rental and Use Agreement

Event: Deadwood 3 Wheeler Rally

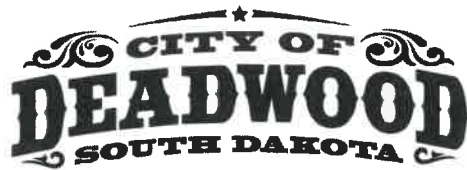
Date: July 7-12, 2024

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Michele Pierce

Business/Organization: First Gold

Mailing Address: 270 Main Street

City, State Zip: Deadwood SD 57732

Business Phone: 605-578-9777 ext. 1103 Cell Phone: 307-391-1541

Email Address: michele.p@firstgold.com

Dates Event Complex requested:

Set up Date(s): July 6 Hour(s): 7:00am → all day

Event Date(s): July 7 - July 12 Hour(s): 8:00 am → 10:00 pm

Clean-up Date(s): July 12 Hour(s): 6:00am → all day

Approximate number of people who will attend: 1000 +

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

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

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

* additional - Football Field concessions & restrooms

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Fritz Clunson Title: Badlands Security
 Phone: 605-210-1780 Representing: _____

Name: Ren Starks Title: Marketing Manager
 Phone: 605-631-9219 Representing: FG / D3WR

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. 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): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities \$ <u>3500</u>	<input type="checkbox"/>	Key Deposit \$ <u>100.</u>
Baseball Fields \$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>2500.</u>
Parking Lots \$ _____	<input type="checkbox"/>	Total Deposits \$ <u>0 2600</u>
Cleaning/Trash Removal \$ <u>1500</u>	<input type="checkbox"/> 7-12	
Streaming \$ <u>250</u>	<input type="checkbox"/>	
Total Fees \$ <u>0 5250</u>		

Please write separate checks to the City of Deadwood (one check for event and one check for deposits) 7850.00

Organization: First Gold
 Name: Michele Pierce Title: D3WR Event Coordinator
 Signature: [Signature] Date: 10/10/23

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 MP

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 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials MP

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 MP

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 MP

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

Initials MP

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

- A person in charge of the event must be in attendance at all times during the event.
- I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.
- A person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- 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 

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Firsthold

Name: Michele Pierce Title: DBWR Event Coordinator

Signature:  Date: 10/10/23

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): While there are no dangerous activities on Deadwood property associated with the DBWR event, each participant is required to sign a ride/event waiver. The waiver stays on file for 6 months after the conclusion of the event. Attached is a copy of the waiver.

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:

Initials mp

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 X NO _____

Initials mp

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 mp

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 mp

10th ANNUAL DEADWOOD 3 WHEELER RALLY
EVENT REGISTRATION/RELEASE FORM - July 7-12, 2024
ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the events(s) described below:

1. I acknowledge that motorcycle/trike activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders' equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, Deadwood 3 Wheeler Rally (D3WR), First Gold, Inc. (FGI), Deadwood Chamber of Commerce, (C of C) City of Deadwood and its officers, directors, and employees. I hereby assume all the risks of participating, viewing and/or volunteering in this event. I realize liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court cost and all attorney fees that result from my action, civil or otherwise.
2. I certify I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge this Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers of the event(s) in which I may participate and that it will govern my actions and responsibilities at said events. I certify I am not under the influence of any narcotic, alcohol, or other drug. I certify I have fully adequate insurance to cover all medical claims, the motorcycle/trike and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Ride, the Ride, the period between the end of the Ride and my return to my final destination. I further certify I have all the insurance required by law and I am licensed and competent to operate a motorcycle/trike in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.
3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event. The following entities or person: D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and hold harmless the entities or persons mentioned in this paragraph from all liabilities or claims made by other individuals, or entities because of any of my actions during this event. Accordingly, I do hereby release and discharge D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, volunteers and agents and their officers, agents, and its employees from all claims, demands and causes of action of every kind whatsoever for any death, damages and or injuries which may result from my participation in this event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during the event(s). I agree to pay any and all costs related to medical response, treatment, and transport on my behalf.
5. I certify I will wear the personal protective equipment while operating my motorcycle/trike at this event that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle/trike and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s). The engine displacement of my motorcycle/trike is at least 650cc, the minimum size allowed for participation.
6. I agree to pay for all expenses, including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I incur as a result of participating in the D3WR event.
7. As additional consideration for being allowed to participate in the D3WR event, I hereby assign to D3WR, FGI, C of C, and the City of Deadwood, any claim I have or might have in contract or in tort in any way shape, form or

D3WR OVERNIGHT PARKING REGISTRY

PLATE #: _____ MAKE: _____

MODEL: _____ VEHICLE COLOR: _____

ADDITIONAL INFO: _____

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____ CELL PHONE: _____

START DATE: JULY, _____ 2024 END DATE: JULY, _____ 2024

DISCLAIMER:

You are authorized to park one vehicle and or trailer overnight in a designated area at your sole risk. D3WR, First Gold Inc., its staff, volunteers and subcontractors and City of Deadwood does not guard or assume care, custody or control of your vehicle or its contents and is not responsible for fire, theft, damage or loss. Only authorization is granted hereby, and no bailment is created. Vehicles left over requested days may be impounded at vehicle owner's expense. By signing below, I certify or declare under penalty of perjury that I have read the information provided to me. I understand the conditions outlined in the Overnight Parking Procedure and all information submitted with this application is true and correct to the best of my knowledge. I realize that this permit does not exempt me from any other parking restrictions. Frequent overnight parkers not displaying permit may be subject to tow at vehicle owner's expense.

SIGNATURE: _____ DATE: JULY ____, 2024

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 mp

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 mp

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 mp

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 mp

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 mp

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: First hold
Name: Michele Pierce Title: DSMR Event Coordinator
Signature: [Handwritten Signature] Date: 10/10/23

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

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

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

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

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

Name: _____ 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.
- 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: First Gold
 Name: Michele Pierce Title: D3WR Event Coordinator
 Signature: [Handwritten Signature] Date: 10/10/23

Event Complex Parking Requirements

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

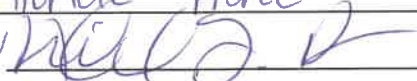
The following rules are in force:

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

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.

Organization: First Gold
 Name: Michele Pierce Title: D3WR Event Coordinator
 Signature:  Date: 10/10/23

Responsibilities to and of the Concessionaire

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

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

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

Organization: First Gold
 Name: Michele Pierce Title: D3MR Event Coordinator
 Signature: [Handwritten Signature] Date: 10/10/23

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: First Gold
 Name: Michele Pierre Title: DBWR Event Coordinator
 Signature: [Handwritten Signature]
 Dates/Times Alcohol will be served: July 7-11, 2024 11:00am - 10pm Daily

Business name who will be serving: First Gold - Dennis Hemming

Liquor Liability Insurance

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

Name of Insurance Company: Black Hills Insurance
Agent's Name: Mike Maguire Policy Type: Comm. Liability
Phone: 605-342-5555 Policy No.: 60460868
Address: P.O. Box 3330 Rapid City SD 57709

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2023

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).

PRODUCER Black Hills Insurance Agency 820 St. Joseph PO Box 3330 Rapid City SD 57709	CONTACT NAME: Elizabeth Brown PHONE (A/C, No, Ext): (605) 342-5555 FAX (A/C, No): (605) 342-7901 E-MAIL ADDRESS: elizabethbrown@blackhillsagency.com														
INSURED First Gold, Inc. 270 Main Deadwood SD 57732	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Everest Indemnity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: First Dakota Indemnity Company</td> <td style="text-align: center;">10351</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Company		INSURER B: First Dakota Indemnity Company	10351	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** CL2362925014 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S18ML02033221	07/01/2023	07/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC020-0027018	07/01/2023	07/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Deadwood 108 Sherman Street Deadwood SD 57732	CANCELLATION 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
--	--

General Business within the Event Complex

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

Initials mp

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 mp

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 mp

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 mp

Organization: First Gold


Name: Michele Berse Title: D3WR Event Coordinator

Signature: [Handwritten Signature] Date: 10/10/23

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: First Gold
 Name: Michele Pierce Title: D3NR Event Coordinator
 Signature:  Date: 10/10/23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- 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: First Gold

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.

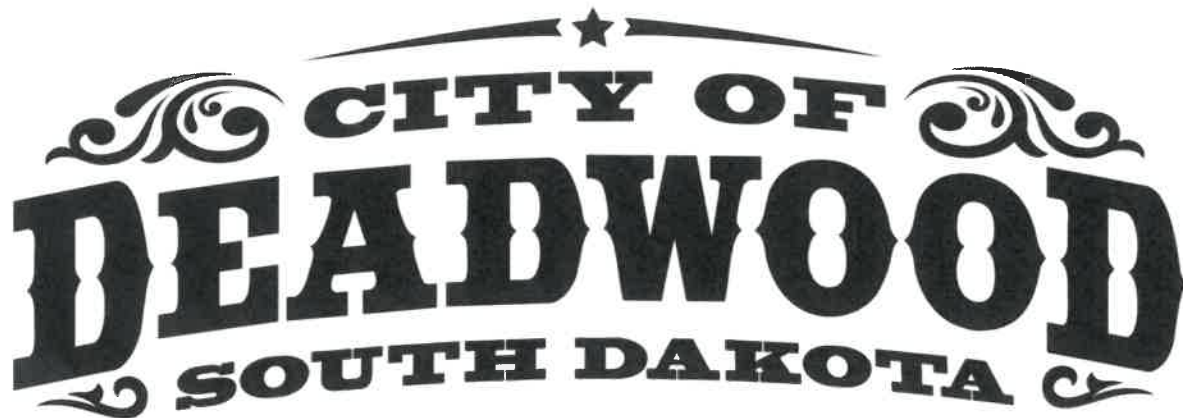
Organization: First Gold

Name: Michele Pierce Title: DBWR Event Coordinator

Signature: [Signature] Date: 10/10/23

Daytime Phone Number: 605-578-9777 ext. 1103

Date of your Event(s): July 7-12, 2024 Group/Event Name: Deadwood 3 Wheeler Rally



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

3 Wheeler Rally Show + Shire July 10 11-1pm

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: Deadwood 3-Wheel Rally

Event Date(s): 07/07/2024-07/12/2024 Total Anticipated Attendance: 1000
(month, day, year)
 (# of Participants 1000 # of Spectators)

Actual Event Hours: (from: 8:00 am AM / PM (to): 10:00 pm AM / PM

Location / Staging Area: Deadwood Event Complex - Days of 76

Set up/assembly/construction 07/06/2024 Start time: 8:00am AM / PM

Please describe the scope of your setup / assembly work (specific details): Banners, flags
tables, chairs, tents, vendor set up

Dismantle Date: 07/12/2024 Completion time: 4:00 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: Wall Street to Shine Street
Wed. July 10 - 11:00 am → 1:00 pm

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.
- 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>July 7</u>	Times: <u>11:00 am - 10:00pm</u>	Zone: <u>Days of 76 Rodeo Grounds</u>
Date: <u>July 8</u>	Times: <u>" "</u>	Zone: <u>" "</u>
Date: <u>July 9</u>	Times: <u>" "</u>	Zone: <u>" "</u>
Date: <u>July 10</u>	Times: <u>" "</u>	Zone: <u>" "</u>
Date: <u>July 11</u>	Times: <u>" "</u>	Zone: <u>" "</u>

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: First Gold Resort

Chief Officer of Organization (NAME): Terri Ward

Applicant (NAME): Michele Pierce Business Phone: (605) 578-9777 ext 1103

Address: 270 Main St. Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-9777 ext 1103 Evening Phone: (307-) 391-1541 Fax #: (605) 722-7784

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: Michele Pierce

Address: 270 Main St. Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Michele Pierce Pager/Cell #: 307-391-1541

(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): Registration fees are taken to help offset the costs of the activities and such through-out the week including a few meals

**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:

Annual 3 Wheel rally to allow participants to have a central location to
gather and organize rides together and enjoy the beautiful Black Hills
and everything we can offer. The participants collaborate and develop
friendships and enjoy activities together. Also bring in distributors that can
help them with their trikes. Concentrate on safe driving and riding
Bring in vendors for accessories and services
Activities include: Poker Run (staged throughout the hills to give them an
opportunity to see businesses that they may not know are out there)
Show-n-shine , pie and ice cream social, watermelon feed, pancake feed, light parade
are a few of the highlights other activities TBD

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|--------------------------|-------------------------------------|---|
| NO | YES | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services be sold at the event? If YES , please describe: _____
we have a portable bar from first gold that provides alcoholic beverages, soda and water |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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



October 3, 2023

City of Deadwood
Special Event Permit Application
102 Sherman Street
Deadwood, SD 57732

To Whom It May Concern:

This letter authorizes Michele Pierce, First Gold Gaming Resort – Deadwood Three Wheeler Rally event organizer to apply for the Special Event Permit, July 7-12, 2024, on the behalf of First Gold, Inc.

If you have any additional questions, please contact me at the number below. Thank you.

Regards,

A handwritten signature in blue ink that reads "Terri A. Ward". The signature is written in a cursive style.

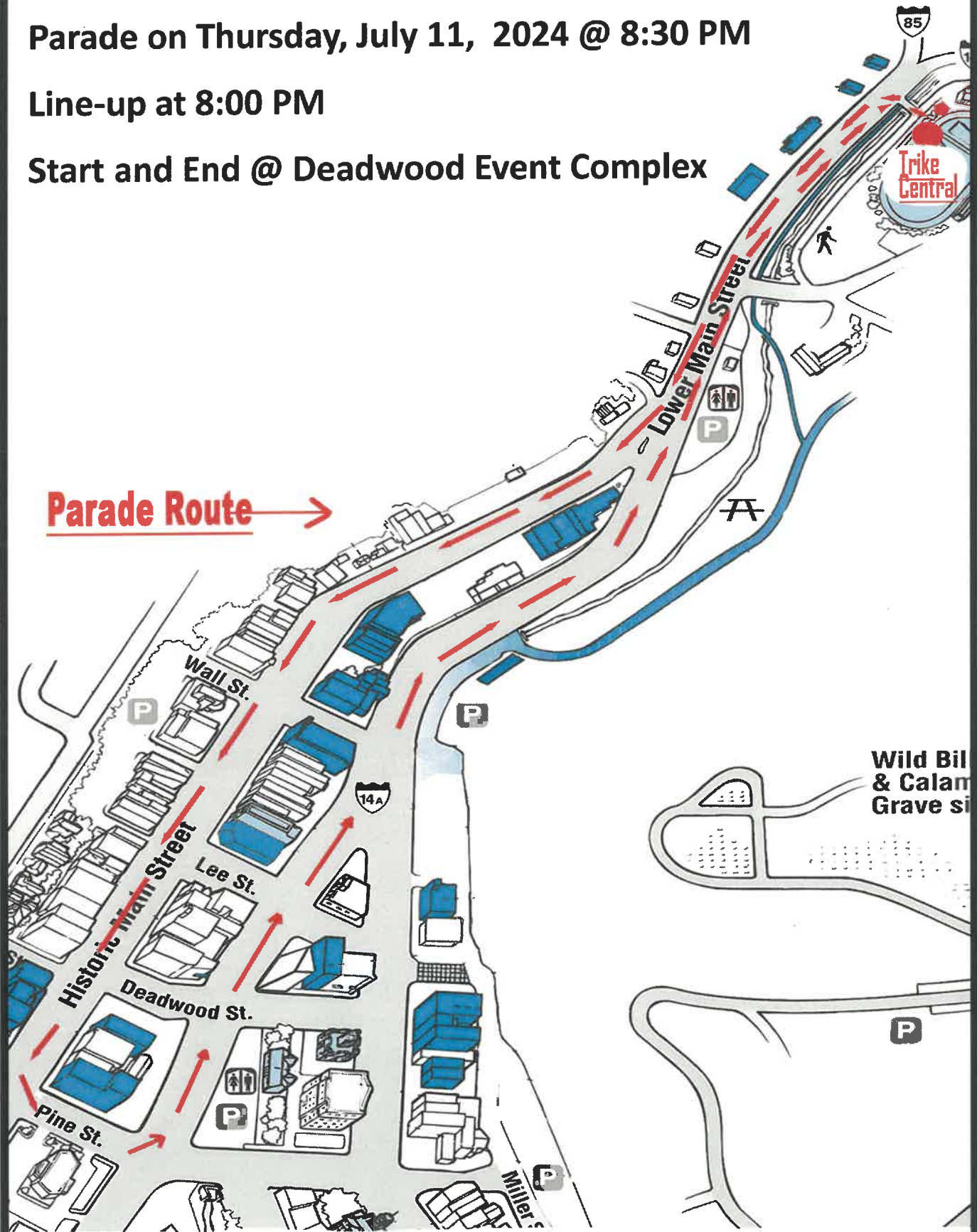
Terri A. Ward, Controller
First Gold, Inc.
270 Main Street, Deadwood, SD 57732
[605]578-9777 x1110
terriw@firstgold.com

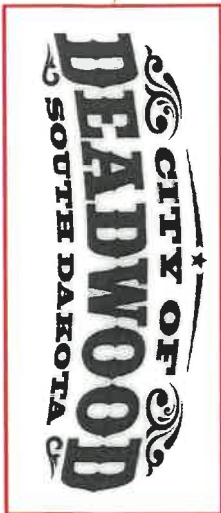
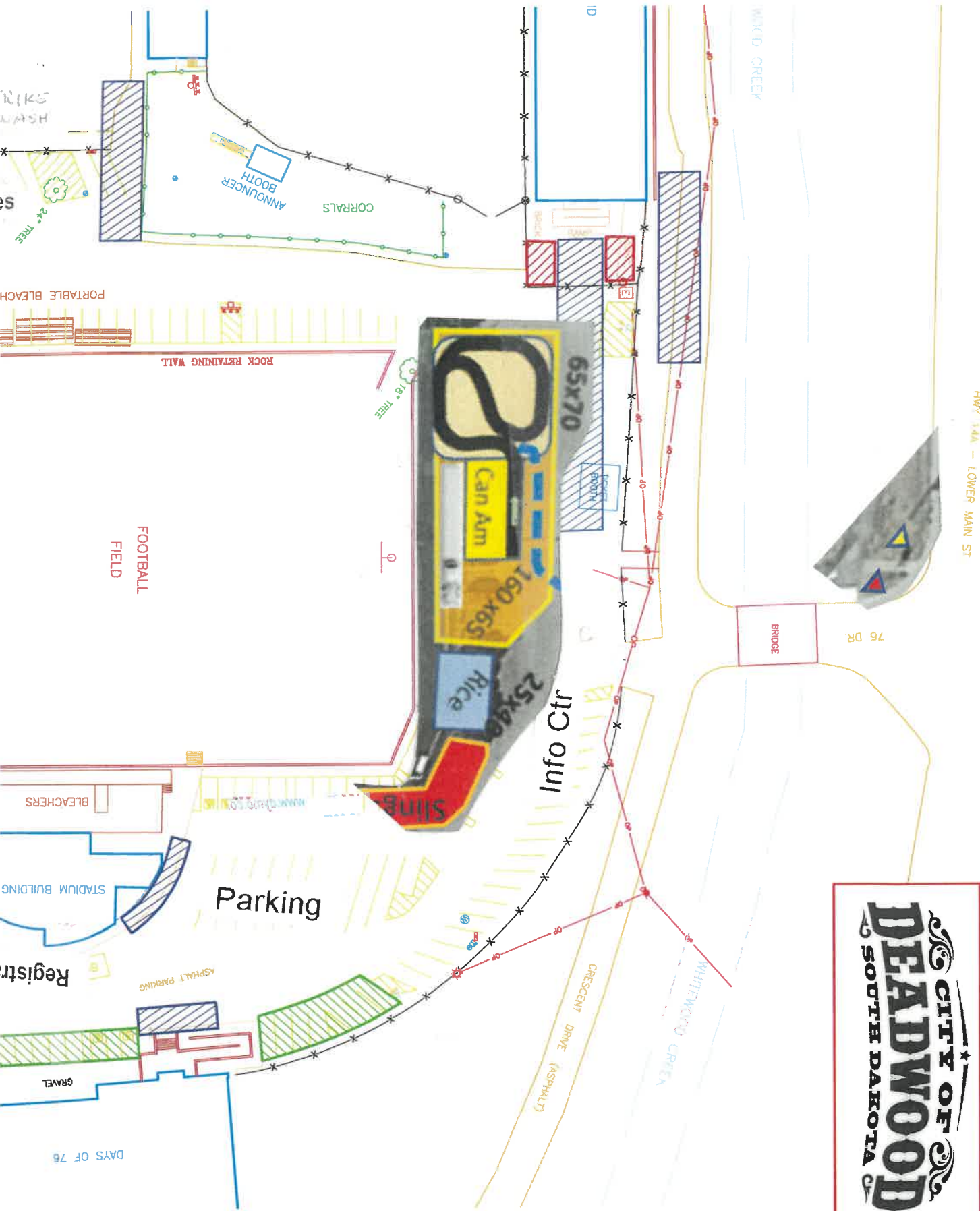
D3WR "Night Light Parade" Route Map

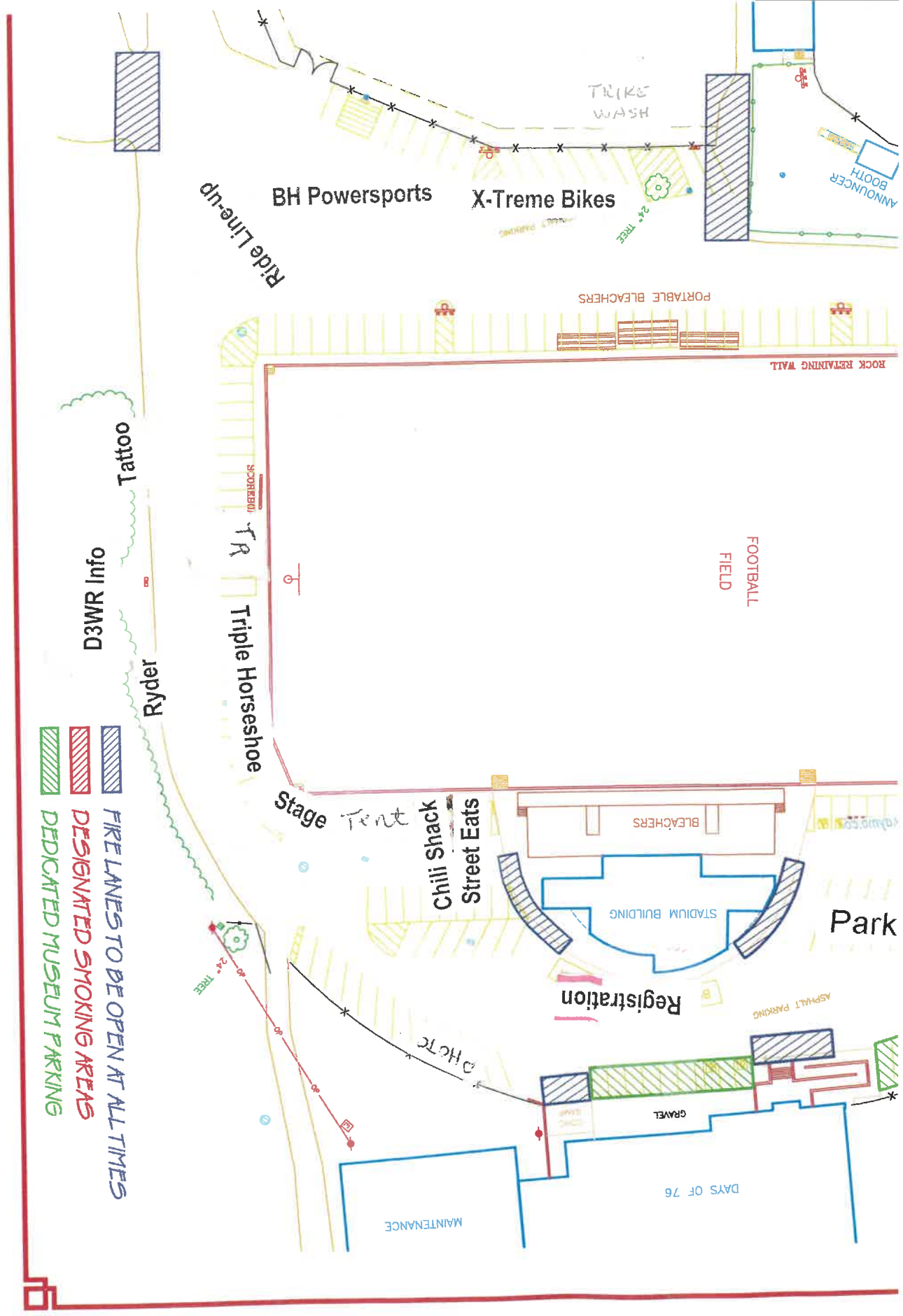
Parade on Thursday, July 11, 2024 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex







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: vendor food trucks

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: we take care of trash daily and the city trucks pick up early am daily

Other Related Event Components not covered above. we also have porta poties brought in and are they are maintained daily

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: Open area to all and we provide handicapped porti poties in addition to the facility restrooms

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 Rd Belle Fourche SD 57717
(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: Mostly daytime hours - bar and music open til 10:00 pm - football field lights are on as well as oour own lighting under the tent provided by the city

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: [Signature]

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: [Signature]

Adopted June 1, 2023

Badlands Security LLC
 11089 Snoma Rd.
 Belle Fourche, SD 57717

Invoice

Date	Invoice #
7/18/2023	00576

Bill To
First Gold Hotel & Gaming 270 Lower Main St. Deadwood, SD 57732

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
120	per man hour rate overnight and day July 8 thru 14 Sales Tax	32.00 6.20%	3,840.00T 238.08
Three Wheeler Rally		Total	\$4,078.08

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Published on Deadwood Event Calander from the Chamber- radio and newspaper advertising _____

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: 8:00 am _____ AM / PM – Finish Time: 10:00 pm _____ 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: _____
 Small sound system with speakers for announcements and music _____

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: _____
 small cord lighting in the main tent and banners throughout the facility hung on fencing _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe: local papers and radio stations _____

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain: local tv stations as requested _____

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Michele Pierce _____ PHONE: 605-578-9777 ext 1103 _____

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Black Hills Insurance Agency

Agent's Name: Mike Maguire

Business Phone: (605) 342-5555 Policy Number: CL2362925014 Policy Type: Commercial Liability

Address: PO Box 3330 Rapid City SD 57709
(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): Michele Pierce Title: Event Coordinator

 Date: 10/10/23
(Signature of Applicant/Sponsoring Organization)



CERTIFICATE OF LIABILITY INSURANCE

Section 8 Item e.

DATE (MM/DD/YYYY)

06/29/2023

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).

PRODUCER Black Hills Insurance Agency 820 St. Joseph PO Box 3330 Rapid City SD 57709	CONTACT NAME: Elizabeth Brown PHONE (A/C No. Ext): (605) 342-5555 E-MAIL ADDRESS: elizabethbrown@blackhillsagency.com	FAX (A/C, No): (605) 342-7901
	INSURER(S) AFFORDING COVERAGE	
INSURED First Gold, Inc. 270 Main Deadwood SD 57732	INSURER A: Everest Indemnity Insurance Company	NAIC #
	INSURER B: First Dakota Indemnity Company	10351
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2362925014 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S18ML02033221	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S18ML02033221	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S18EX01831221	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N	N / A WC020-0027018	07/01/2023	07/01/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			S18ML02033221	07/01/2023	07/01/2024	Aggregate \$2,000,000 Each Employee \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Deadwood
108 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

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**CITY OF DEADWOOD
ORDINANCE 1386**

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

SECTION 1: **AMENDMENT** “17.08.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.08.010 Definitions

As used in this title:

"Zoning, Spot" or "Spot Zoning" is what results when a zoning ordinance creates a small island of property with restrictions on its use different from those imposed on the surrounding property.

SECTION 2: **AMENDMENT** “17.100.030 Standards Of Review” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.100.030 Standards Of Review

In reviewing an amendment to the text of this title or an amendment to the official zoning district map, the city commission and planning and zoning commission shall consider:

- A. Whether the proposed amendment is in conflict with any applicable portions of this title.
- B. Whether the proposed amendment is consistent with all elements of the comprehensive plan.
- C. Whether the proposed amendment is compatible with surrounding zone districts and land uses, considering existing land use and neighborhood characteristics.
- D. The effect of the proposed amendment on traffic generation and road safety.
- E. Whether and the extent to which the proposed amendment would result in demands on public facilities, and the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools and emergency medical facilities.
- F. Whether the proposed amendment is consistent and compatible with the community character in the city.
- G. Whether there have been changed conditions affecting the subject parcel or the surrounding neighborhood, which support the proposed amendment.

H. Whether the proposed amendment would be in conflict with the public interest, and is in harmony with the purpose and intent of this title.

I. No proposed amendment shall be allowed that is a spot zoning. Spot zoning is a rezoning of a lot or parcel to benefit an owner for a use that is incompatible with surrounding land uses and that does not further Deadwood’s Comprehensive Plan. Spot zoning does not necessarily occur when there is an isolated parcel that is zoned differently than the adjacent zoning. Spot zoning occurs only when all of the following situations occur:

(1) The Planning and Zoning Commission finds a small parcel of land is singled out for special and privileged treatment.

(2) The Planning and Zoning Commission finds the property singled out for special and priveleged treatment is not in the public interest but only for the benefit of the landowner.

(3) The action is not in accord with the Deadwood’s Comprehensive Plan.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from December 14, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION
NOVEMBER 21, 2023.

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

CITY OF DEADWOOD ORDINANCE NUMBER #1388																			
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND LEVYING PROPERTY TAX FOR 2023																			
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																			
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2024																			
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	Debt Serv. TIF #10	Debt Serv. TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #12 SecStage	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL
		101	206	209	211	212	213	214	215	216	719	721	725	727	602	603	607	610	
	410 GENERAL GOVT																		
411.1	Legislative	368,175																	368,175
413.1	Elections	1,800																	1,800
414.1	Attorney	50,000																	50,000
414.2	Finance	444,510																	444,510
419.2	Public Buildings	1,284,772																	1,284,772
419.3	Computer Network	135,600																	135,600
	420 PUBLIC SAFETY																		
421.0	Police	1,977,780																	1,977,780
421.1	DARE	1,500																	1,500
422.1	Fire	433,429																	433,429
423.2	Bldg Inspection	110,810																	110,810
	430 PUBLIC WORKS																		
431.0	Streets	1,503,900																	1,503,900
432.0	Waste Disp.	168,000																	168,000
433.0	Water														977,145	35,000			1,012,145
436.0	Parking/Transportation																	2,364,290	2,364,290
437.0	Cemetery	49,000															141,255		190,255
451.0	Recreation Center	-		650,302															650,302
441.2	Animal Control	8,500																	8,500
	450 CULTURE/RECREATION																		
452.0	Parks	1,120,900																	1,120,900
452.1	Parks-FEMA	80,000																	80,000
455.0	Library		183,580																183,580
457.1	Historic Pres.-Dept								787,280										787,280
457.2	Historic Pres.-Visitor Mgmt								484,000										484,000
457.3	Historic Pres-Interpreta.								552,000										552,000
457.5	Historic Pres-Grant/Loan								1,026,000										1,026,000
457.6	Historic Pres-Profess. Service								165,500										165,500
457.7	Historic Pres.-Buildings								1,025,000										1,025,000
	460 DEVELOPMENT																		
463.0	Business Improvem. Dist.				275,000	535,000	425,000	490,000											1,725,000
464.0	Planning/Zoning	200,200																	200,200
465.1	Dwd Improvement								280,000	95,000									375,000
465.3	City Promotion			356,025															356,025
	470 DEBT REDUCTION																		
470	Debt Reduction	-							1,172,050		260,000	160,000	150,000	20,000					1,762,050
	Budgeted for Operations and Debt Service	7,938,876	183,580	1,006,327	275,000	535,000	425,000	490,000	5,491,830	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	20,548,303
	510 FINANCING USES																		
511	Operating Transfer Out	97,259		135,000	15,000	15,000	15,000	15,000	1,523,170										1,815,429
		8,036,135	183,580	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	22,363,732

ORDINANCE NUMBER #1388																			
2024 APPROPRIATION ORDINANCE																			
Section 2.	General	Library	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres.	Revolving Loan	Debt Serv TIF #10	Debt Serv TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #12 StageRun	Water	Sewer	Mt Moriah	Park Meter/Trolley	TOTAL	
	101	206	209	211	212	213	214	215	216	719	721	725	727	602	603	607	610		
Undesignated Fund Balance	891,898	-	26,327			-	-	-						(81,669)	(44,000)	-	576,528	1,369,084	
310 Taxes	5,008,202		990,000	290,000	550,000	440,000	505,000			260,000	160,000	150,000	20,000					8,373,202	
320 License/Permits	165,475																	165,475	
330 Intergovernmental Services	155,500	82,621						7,015,000										7,253,121	
340 Charges for Goods/Services	206,150	-	125,000						95,000							132,500	-	558,650	
350 Fines/Forfeitures	-	3,700																3,700	
360 Miscellaneous Revenue	172,196	-	-													8,755		180,951	
380 Operating Revenue	2,000													898,000	79,000		1,747,762	2,726,762	
	6,601,421	86,321	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	816,331	35,000	141,255	2,324,290	20,630,945	
390 Other Sources-Transfers	1,434,714	97,259												160,814			40,000	1,732,787	
Total Means of Finance	8,036,135	183,580	1,141,327	290,000	550,000	440,000	505,000	7,015,000	95,000	260,000	160,000	150,000	20,000	977,145	35,000	141,255	2,364,290	22,363,732	
Section 3 and 4.																			
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,300,702 for general purposes.																			
No interest and debt service fund will be paid from the tax levy.																			
CITY OF DEADWOOD										ATTEST:									
David Ruth, Jr., Mayor										Jessica McKeown, Finance Officer									
First Reading:	11/6/20023																		
Second Reading:	11/20/2023																		
Published:	11/22/2023																		
Adopted:	11/22/2023																		



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Section 10 Item c.

Quote

No.: **70622**

Date: 10/19/2023

Prepared for:

Jessicca McKeown (605) 578-2600
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 USA

Account No.: 92
Phone: (605) 578-2600
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
2	HP Prodesk 400 G9 Mini Desktop - i5-12500T Hexa-core 2GHz - 16GB RAMM - 256GB SSD - Win11 Pro - 802.11ax - 2x DisplayPort, 1x HDMI - 1yr Warranty	EA	\$949.00	\$1,898.00
1	PC Installation & Configuration	EA	\$1,400.00	\$1,400.00

Your Price: \$3,298.00

Total: \$3,298.00

Prices are valid for 30 days from quote date.

Prepared by: Chris Bernard, chrisbernard@goldenwest.com

Date: 10/19/2023

Accepted by: _____

Date: _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice. Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.

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: November 10, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Re: Broken Boot Gold Mine Not-For-Profit Grant Request

The Broken Boot Gold Mine has submitted a Not-for-Profit grant to replace deck boards and new support posts for railing and joists. Scrape, sand or pressure wash to remove peeling paint. Spot prime surfaces, caulk as needed and paint exterior. The restrooms interiors will also be painted. The total cost of this project is \$15,301.52.

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. In the last five years they have received \$18,154.92 in grant funds leaving \$31,845.08 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Projects Committee reviewed this request and recommend approving the grant request to the Broken Boot Gold Mine in the amount of \$15,301.52 for replacing deck boards and new support post for railing and joints and interior/exterior painting as requested.

The Historic Preservation Commission reviewed this request at their November 8, 2023 meeting and recommend approving the Not-For-Profit grant to the Broken Boot Gold Mine in the amount of \$15,301.52 for replacing deck boards and new support post for railing and joints and interior/exterior painting.

MOTION: Move to recommend to the City Commission to approve the Not-For-Profit grant to the Broken Boot Gold Mine in the amount of \$15,301.52 for replacing deck boards and new support post for railing and joints and interior/exterior painting.



Section 10 Item e.

Review Software Setup

Quote prepared on:

September 26, 2023

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

Quote #: Q-152362

Primary Quoted Solution: PSJ Pro

Quote expires on: March 23, 2024

Quote prepared for:

James R Olson

Deadwood Police Department

100 Sherman St

Deadwood, SD 57732

605-578-2600

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Mobile PS Pro eCitations Annual Subscription Fee	6	123.70	742.20
2.	Records PS Pro eCitations Annual Subscription Fee	1	1,767.60	1,767.60
3.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,767.60	1,767.60
Software Total				4,277.40 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	780.00
2.	Public Safety Project Management Services - Fixed Fee	780.00
3.	Public Safety Training Services - Fixed Fee	1,560.00
Services Total		3,120.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

September 26, 2023

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

QUOTE SUMMARY

Software Subtotal	4,277.40 USD
Services Subtotal	3,120.00 USD
Quote Subtotal	7,397.40 USD
Quote Total	7,397.40 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	4,277.40
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

September 26, 2023

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT CENTRAL SQUARE.COM



Quote prepared on:

September 26, 2023

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Deadwood Police Department

Signature: _____

Name: _____

Date: _____

Title: _____



Quote prepared on:

September 26, 2023

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.



Summary of Services

Project: Deadwood Police, SD, Adding Pro Mobile eCitation, Q-152362

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project

The project includes the following scope of services:



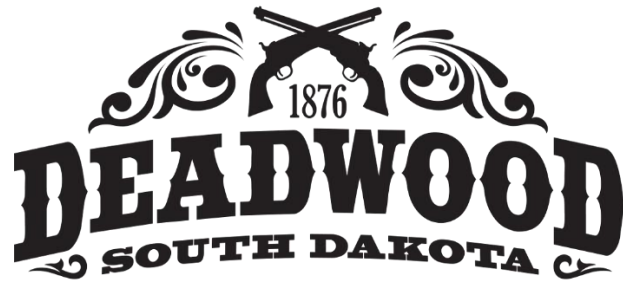
A CentralSquare Consultant will provide remote configuration and training services. A CentralSquare Consultant will work with the Client to confirm objectives and review the current system prior to configuration and training. A CentralSquare Consultant will guide the Client on how to configure Pro Suite, as applicable.

CentralSquare will conduct the following remote training:

- 1 x eCitation End User Training sessions – 1 hour

This scope includes:

Mobile eCitations		
	• Off-line operation	• Prefill from NCIC return (for agency State only)
	• Driver's license and vehicle registration scanning	• Paper ticket creation and printing
	• Automated NCIC driver's license and registration queries	• Case report association



Memo

To: City Commission

From: Lornie Stalder, Public Works Director

Date: November 16, 2023

Permission to purchase a new Fuel Management System in the amount not to exceed \$17,974.00 from Grimm's Pump Service. This will replace the current system that was purchased in 2003 and no longer provides data for consumption or budgeting purposes. Funds will be taken from the Streets Improvement budget. The system is located between the Streets shop and Trolley barn by the fuel pumps and only accessible from a key fob token.

FB
422-14

INVOICE

PLEASE REMIT TO

RASMUSSEN MECHANICAL SERVICES
3211 NEBRASKA AVE.
COUNCIL BLUFFS, IA 51501
Phone: (712) 323-0541



INVOICE NUMBER SRV106795
INVOICE DATE 11/10/2023
PO NUMBER
TOTAL DUE **\$7,077.29**

BILL TO

CITY OF DEADWOOD
67 DUNLOP AVENUE
DEADWOOD, SD 57732

LOCATION

CITY OF DEADWOOD PUBLIC WORKS
67 DUNLOP AVENUE
DEADWOOD, SD 57732

Service Call 230918-0017

Customer Number	Called In By	Payment Terms
0002547	LORNIE STALDER (605) 641-7745 Ext: 0000	Net 30

Description 10/3/2023: STARTED THE CHANGE OUT OF THE RADIANT TUBE HEATER IN THE WATER DEPARTMENT CITY SHOP.
10/4/2023: FINISHED INSTALL AND PERFORMED START UP.

Detail of Charges

Charges	Description	Quantity	Total
MATERIAL			
	BOILER, 100,000 NAT GAS	1.00	\$3,021.10
	VENT PACKAGE	1.00	\$337.34
	THERMOSTAT, LINE VOLT	1.00	\$272.53
FREIGHT			
	INBOUND FREIGHT		\$290.40
OTHER (CONSUMABLES)			
	CONSUMABLES		\$168.36
TRAVEL			
	TRIP CHARGE		\$40.00
OTHER (CONTRACTORS EXCISE TAX)			
	CONTRACTORS EXCISE TAX		\$141.56
LABOR			\$2,806.00
	Subtotal		\$7,077.29
	Total Tax		\$0.00
	Amount Paid		\$0.00
	Total		\$7,077.29

POWERING BUSINESS TECHNOLOGY



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 **Catalyst IT**
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OFFICE EQUIPMENT SOLUTIONS FOR



prepared by
Ben Capelle
Solutions Analyst
E: bcapelle@cbpnow.com
P: (605) 343-1260





ABOUT US >>>



Since Century Business Products was founded in 1984, the company's goal has been to provide our customers with the most innovative office solutions and ensure complete satisfaction through the highest level of service, support and training available in the industry. As we've expanded from three locations in 1984 to eight currently, the commitment to our customers hasn't wavered. What has changed? Technology!



Century is the regions leader in the office equipment industry offering only the best copiers and printers uniquely designed with integrated scanning applications. We design & implement software for companies wanting to become more paperless, provide managed print service plans, implement controlled print output software, utilize unique monitoring software for better equipment uptime, & provide IT Management through our sister company Catalyst IT.

OUR VISION >>>

Century Business Products' vision is dedicated to our customers.

"WE WILL BE THE BEST BUSINESS PARTNER THROUGH THE TECHNOLOGIES WE PROVIDE AND THE EMPLOYEES THAT REPRESENT US."



OUR TEAM >>>



When doing business with Century, understand we are a partner invested in your success, not someone only interested in selling, "the model of the month." To provide exceptional customer service and in-depth expertise requires extraordinary people that are provided with innovative tools and training designed with the customer in mind.



Century employs only the finest sales, service and administrative personnel. In fact, for more than 20-years our continuing education has earned Century an Elite Servicing Solution provider, a Premier Kyocera Dealer and most recently, we've reached Kyocera's Platinum Dealer status. Century has five recipients of "Kyocera's Best Technician in the Nation Contest," since its inception in 2009, no other dealer has won it more than once. Proof that we practice what we preach!

**YOU'RE NOT JUST BUYING PRODUCTS AND SOLUTION FROM CENTURY;
WE'RE YOUR PARTNER PROVIDING PEACE OF MIND!**





Make	Model	Description
Kyocera	TASKalfa 2554ci	25 PPM Color MFP, 4 GB RAM, 32 GB SSD, 320 GB HD, Data Security Kit, WIFI and WIFI Direct, Mobile Printing

Included Features

- > 320 Sheet Dual Scan Doc. Processor
- > Multi-Feed Detection
- > Scans Up to 200 Images Per Minute
- > 2 x 500 Sheet Paper Drawers
- > 150 Sheet Multi-Purpose Tray
- > System Stand

Leasing	NEW PRICE	Lease Term	Lease Payment
		60	\$86.41

Maintenance Agreement

100% Inclusive except for Paper- covers all Parts, Labor, Mileage, Drums, and **TONER**. All images are billed on exact usage at the following rates:

- All B&W Prints billed at: **\$0.014**
- All Tier 1 Color Prints at: **\$0.055** (Tier 1 is 0-4.0% Color Fill)
- All Tier 2 Color Prints at: **\$0.075** (Tier 2 is 4.01%-7% Color Fill)
- All Tier 3 Color Prints at: **\$0.095** (Tier 3 is 7.01%-Up% Color Fill)

Optional Network Support Agreement: Covers tech support for matters relating to scanning, printing, or other networked functions of the equipment. \$13.95/m per device

- We will install the device within 3 weeks of receipt of PO
- No invoice until after January 1st.
- Includes delivery, installation and training.



PARK FREE

in Deadwood this holiday season

HELP LOCAL CHARITIES



The City of Deadwood will help local organizations this holiday season by offering free parking throughout the historic community with any donations earmarked for charity. From **November 22 through December 26**, all parking spots outside of the parking ramp that require payment will be free of charge - but drivers can choose to donate any amount of change in to the kiosks. These funds will all go to local charities. For those parking in Deadwood's parking ramp where the fee is \$5 for the day, all of those funds will also go to local charities.



CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 11/16/23

Organization: South Dakota Association of Plumbing-Heating-Cooling Contractors

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
- Non profit Trade Association

Contact Information:

Name: Kristic Brunick

Address: 707 E 41st St, Ste 220, Sioux Falls, SD 57105

Phone #: 605-271-7255

Email: Kristic.phcc@midco.net

501 (c) 3- Non Profit: Yes No → 501 (c) 6

Dates of Ticket Sales: present to Feb 22, 2024

Date of Raffle Drawing: February 22, 2024

Value of Raffle Prize: \$1,100.00

Proceeds will benefit: SDAPHCC

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____