



# City Commission Regular Meeting Agenda

Monday, March 17, 2025 at 1:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of March 3, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for March 17, 2025.

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring Friday April 25, 2025 as Arbor Day in the City of Deadwood

6. **Consent Agenda**

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

- a. Permission to advertise for three Parks seasonal positions at \$17.00 per hour and two Parks seasonal Technician positions at \$18.10 per hour.
- b. Permission to advertise for six seasonal Mt Moriah ticket booth attendants at \$16.50 per hour.
- c. Permission to advertise for newly created Seasonal Fire Assistant position at \$16.00 per hour.
- [d.](#) Permission to approve revised job description for Library Director.
- e. Permission to hire Baylee Radensleben for temporary life guard position at \$16.50 per hour effective March 25 through May 9, 2025, pending pre-employment screening. Position needed to provide the necessary staffing to accommodate the Lead-Deadwood Schools swim lesson program.
- f. Permission to accept resignation from police officer Anthony Panza effective March 11, 2025.

- g. Permission to advertise in-house for 5 days and then with outside sources for one full-time police officer position. (\$28.00 per hour for Certified and \$25.00 for Non-Certified)
- h. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deed for Gary Keehn, C/O Toby Keehn.
- i. Permission to allow Mayor and Board President to sign management representation letter for City of Deadwood 2023 Audit.
- j. Permission for Finance Officer to sign engagement letter with Casey Peterson, LTD for professional services not to exceed \$20,000.00. (To be paid from Finance Professional Services.)
- k. Permission to sign engagement letter with Ketel Thorstenson, LLP for 2024 auditing services, to include Uniform Guidance for 2024 FEMA expenditures. (To be paid by Finance Professional Services.)
- l. Permission to correct administrative error on Section 4 of the Business Improvement District 7 contract previously approved on February 5, 2024.
- m. Acknowledge updated invoices from Life Fitness in the total amount of \$39,437.38 from originally approved amount of \$62,611.77 due to changes in the layout of recreation equipment.
- n. Permission to approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, June 6 and Saturday, June 7, 2025 for PBR Event. No public hearing necessary since license is on publicly owned property.
- o. Allow use of public property for The Big Mick: Sherman Street Lot Saturday, June 14, 2025.
- p. Permission to allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Friday, August 1 through Thursday, October 30, 2025 pending proof of insurance.
- q. Permission to allow Forks, Corks and Kegs passholders to ride the trolley for free April 11 and April 12, 2025. Chamber will pay \$400.00 for reimbursement (Recommendation from the February 27, 2025 Parking & Transportation Committee).
- r. Permission to approve fee proposal from Avid4 Engineering for elevation certificate for 142 Sherman Street at a cost not to exceed \$2,500.00. (To be paid from HP Capital Assets).
- s. Permission for Mayor to sign contract with Ponderosa Builders for the 2025 Preservation Improvement Project for Mount Moriah Cemetery at a total cost of \$84,300.00.
- t. Permission to pay Complete Concrete, Inc. for additional work on pedestrian and vehicular bridges outside of FEMA contract in the amount \$18,510.00. (To be paid from Fund 522 FEMA - Capital Improvement - Whitewood Creek.)

- u. Permission to sign a 5-year agreement with South Dakota Wildland Fire for the use of the Event Center in the event of a Public Safety emergency.
- v. Permission for Mayor to sign contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 beginning in March and ending in May for a period of 6 weeks.
- w. Permission to approve recommendation from HPC for Not-for-Profit Grant in the amount of \$20,076.00 for Grace Lutheran Church projects.
- x. Permission to pay Rasmussen Mechanical to replace the heat exchanger in the Rec Center pool boiler in the amount of \$5,931.92. (To be paid by Rec Center repair line item.)
- y. Permission to purchase Eagle 3 radar from Custom Signals in the amount not to exceed \$2,590.25. (To be paid by Police equipment line item.)
- z. Permission to purchase up to 5600 gallons of regular non-ethanol gas from Southside Service for \$2.96 per gallon. (To be paid by the Streets supplies budget.)
- aa. Permission to purchase plow parts from DMC Wear Parts at a cost not to exceed \$2,558.48. (To be paid by Streets supply line item.)
- bb. Permission to waive banner fees and requirements for 2025 raffle fundraiser for St. John's Episcopal Church on Gold Street during the 2025 season.
- cc. Permission for Planning, Zoning and Historic Preservation Officer to submit application for permit to occupy right-of-way with the SD Department of Transportation for the Event Complex signage.
- dd. Permission to hire Mid State Welding LLC to fabricate and install signage at event complex in an amount of \$9,315.65. (To be paid from HP Wayfinding budget.)

**7. Bid Items**

- a. Results of bid opening for Event Complex Concessionaire held on March 13 at 2:00 p.m.; Cheyenne Crossing - 14% of Concessionaire's gross receipts.
- b. Permission to bid Hwy 85 Drinking Water Expansion Project (Railroad Avenue Water Redundancy) and set the Bid Opening for April 29, 2025 at 2:00 p.m. with results presented on May 5, 2025.
- c. Permission to bid Deadwood Hill Trailhead Parking Lot construction and set the Bid Opening for April 17, 2025 at 2:00 p.m. with results presented on April 21, 2025.

**8. Public Hearings**

- a. Hold public hearing on for Forks Corks Kegs Event: open container in zones 1 and 2 on Friday, April 11 from 5:00 p.m. to 10:00 p.m. and Saturday, April 12, 2025 from 11:00 a.m. to 10:00 p.m.
- b. Hold public hearing for Hops and Hogs Event: open container in zones 1 and 2 Friday, May 16 from 5:00 p.m. to 10:00 p.m. and Saturday, May 17, 2025 from noon to 10:00 p.m.
- c. Hold public hearing for PBR Event: open container at the Event Complex from noon to 10:00 p.m. on Friday, June 6 and Saturday, June 7, fireworks display at 6:00

p.m. each day and waiver of user fees Thursday June 5 through Saturday, June 7, 2025 in lieu of surcharge collection at the Event Complex.

- d. Hold public hearing for Summer Vendor & Pop Up Market: street closure on Deadwood Street from Main Street to Pioneer Way from 11:00 a.m. on Friday, June 6 to 9:00 p.m. on Saturday, June 7, 2025.
- e. Hold public hearing for Wild Bill Days Event: open container in zones 1 and 2 Friday, June 13 and Saturday, June 14 from noon to 10:00 daily; street closure on Main Street, Wall to Deadwood on Friday, June 13 at 8:00 a.m. through 1:00 a.m. on Sunday, June 15; street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Friday, June 13 at 10:00 a.m. to 7:00 a.m. on Monday, June 16, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp; waiver of banner and vending fees Friday, June 12 through Saturday, June 13, 2025 and use of Int. Lot from 8:00 a.m. on Thursday, June 12 to 1:00 a.m. on Sunday June 15, 2025 for Dock Dogs.
- f. Hold public hearing for NAJA Shriners Circus Event: waiver of user fees at Event Complex on Friday, June 20 and Saturday, June 21, 2025.
- g. Set public hearing on April 7 for street closure on Gold Street between Main Street and Broadway Alley, from April 15, 2025 through October 15, 2025 for pocket park (Recommendation from the March 13, 2025 Parking & Transportation Committee).

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1419 Repealing and Replacing Chapter 8.21.020 Operating Regulations.
- b. First Reading of Ordinance #1420 Amending Chapter 5.02 - Business Licenses
- c. Resolution 2025-10 Clarifying official street name of Dunlap Avenue
- d. Resolution 2025-11 to surplus the Convention Center connected to The Lodge at Deadwood Resort
- e. Permission to engage the real estate broker services of Century 21 Associated Realty, Inc. of Deadwood based on responses to the Request for Proposals for the sale of the Convention Center connected to The Lodge at Deadwood resort surplus property.
- f. Review Findings of Fact and Conclusion - Conditional Use Permit - Specialty Resort – 57 Sherman Street (Sportsbook Deadwood, LLC) legally described as Landmark Tract of the City of Deadwood, formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27, and the vacated alley between Lot 23 and Lot 25 all in Block 30 of the City of Deadwood according to the P.L. Rogers Map of the City of Deadwood; less and except Tract 1 of Miller Street Subdivision according to Plat Document #2012-05646, and less and except Wild Bill Lot according to Plat Document #2012-03484, all located in the SW 1/4 of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota. (Reviewed by Planning and Zoning Commission March 5, 2025).

- g. Review Findings of Fact and Conclusion - Conditional Use Permit - Specialty Resort – 65 Sherman Street (Sportsbook Deadwood, LLC) legally described as Lots 9 and 11 and the northeast twenty-four (24) feet of Lot 7, Block 30, Original Town of the City of Deadwood, Lawrence County, South Dakota. (Reviewed by Planning and Zoning Commission March 5, 2025)
- h. Permission to purchase six Keiser M3i spin bikes from Keiser Engineering Human Performance in the amount not to exceed \$15,216.36. (To be paid by Rec Center equipment line item.)
- i. Permission for fire department to order four sets of bunker gear (PPE) from Alex Air in an amount not to exceed \$14,028.00. (To be paid by fire equipment line item.)

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

- a. Tri-City Rubble Free Dump Weekend will be held Thurs. March 20 through Sat. March 22, 2025.
- b. Raffle permit received from Northern Hills Republican Women. Drawing will be held October 4, 2025.
- c. Raffle permit received from St. John's Episcopal Church. Drawing will be held September 1, 2025.

**12. Executive Session**

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

**13. Adjournment**

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

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

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

**REGULAR MEETING, MARCH 3, 2025**

The Regular Session of the Deadwood City Commission convened on Monday, March 3, 2025 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, Blake Joseph, Sharon Martinisko and Charlie Struble-Mook. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Joesph moved, Struble-Mook seconded to approve the minutes of February 18, 2025. Roll Call: Aye-All. Motion carried.

**FEBRUARY 2025 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$24,984.00; PUBLIC BUILDINGS, \$7,806.69; POLICE, \$90,181.94; FIRE, \$7,417.41; BUILDING INSPECTION, \$5,455.39; STREETS, \$33,994.00; PARKS, \$31,029.14; PLANNING & ZONING, \$4,082.10; LIBRARY, \$8,029.93; RECREATION CENTER, \$20,452.65; HISTORIC PRESERVATION, \$24,945.53; WATER, \$22,566.47; PARKING METER, \$17,820.07; TROLLEY, \$18,267.51; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$324,141.11.**

**FEBRUARY 2025 PAYROLL PAYMENTS:**

Internal Revenue Service, \$75,923.57; S.D. Retirement System, \$37,989.87; Delta Dental, \$4,039.30.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the March 3, 2025 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	487.39
A & B WELDING	SUPPLIES	125.86
AMAZON CAPITAL	SUPPLIES	798.40
AUTO VALUE	SUPPLIES	3,936.92
BH CHEMICAL	SUPPLIES	646.31
BLUEPEAK	SERVICE	2,695.24
BOMGAARS	SUPPLIES	408.85
BRANDING IRON BISTRO	SERVICE	2,931.25
BRUNSEN, RONDA	REIMBURSEMENT	223.40
BUTLER MACHINERY	SUPPLIES	282.57
COCA COLA	SUPPLIES	170.24
CURTIS BLUE LINE	UNIFORMS	24.08
DAKOTA SUPPLY GROUP	SUPPLIES	275.45
DE SMET INSURANCE CO OF SD	SERVICE	2,996.75
DEADWOOD ALIVE	FEBRUARY	4,000.00
DEADWOOD BLUES FEST	BID #8	25,000.00
DEADWOOD CHAMBER	BILL LIST	18,118.00
DEADWOOD ELECTRIC	SERVICE	235.97
DEADWOOD GAMING	BID #8	10,000.00
DECKARD TECHNOLOGIES	SERVICE	3,150.00
DLT SOLUTIONS	SUPPLIES	471.50
DRINGMAN, PAT	REIMBURSEMENT	68.22
DRUMMOND, ERIKA	PROJECT	14,024.22
FIRST INTERSTATE BANK	TIF #8	13,979.74
GAYLORD BROS	SUPPLIES	356.23
GIFTS GALORE	SUPPLIES	920.00
HAWKINS	SUPPLIES	1,102.74
HENNEMAN, ERIC	BID #8	481.07
IPS GROUP	SERVICE	7,009.82
JACOBS WELDING	SERVICE	1,648.68
KNIPPER, ANITA	REIMBURSEMENT	408.99
KNOX COMPANY	SERVICE	584.00
LAWRENCE CO. REGISTER	SERVICE	60.00
LYNN'S	SUPPLIES	35.97
MARCO	CONTRACT	168.90
MED-TECH RESOURCE	SUPPLIES	54.68
MILE UP MARKETING SOLUTION	BID #8	3,398.40
MDU	SERVICE	17,526.14
MS MAIL	SERVICE	1,118.20
MUTUAL OF OMAHA	INSURANCE	384.25
NATIONAL TRUST FOR HISTORIC	MEMBERSHIP	250.00
ODP BUSINESS SOLUTIONS	SUPPLIES	267.85
ONE WAY SERVICE PROS	SERVICE	35.61
ONSITE FIRST AID	SUPPLIES	138.45
OTIS ELEVATOR	MAINTENANCE	888.15
PLAY IT AGAIN SPORTS	SUPPLIES	385.42
POWERPLAN OIB	SUPPLIES	821.13
QUADIENT FINANCE USA	LEASE	529.92
QUIK SIGNS	SERVICE	254.43
RAMKOTA HOTEL	LODGING	436.00
RASMUSSEN MECHANICAL	SUPPLIES	3,035.66
REEDE, ALLEN	SUPPLIES	240.00
RICK'S AUTOMOTIVE	SERVICE	10,401.25
RICK'S PAINTLESS DENT	SERVICE	5,098.75
S AND C CLEANERS	CLEANING	8,472.00

**REGULAR MEETING, MARCH 3, 2025**

SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF REVENUE	TAXES	4,400.00
SD DEPT. OF TOURISM	REGISTRATION	450.00
SODAK TITLE	SERVICE	240.00
STANLEY STEEMER	SERVICE	4,400.00
TALLGRASS LANDSCAPE	PROJECT	1,540.00
THOMPSON, MARK	BID #8	82.96
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	16,234.00
UNIVERSITY OF SOUTH DAKOTA	GRANT	6,250.00
VERIZON WIRELESS	SERVICE	724.11
WELLMARK	INSURANCE	49,851.49

Total \$255,276.07

**ITEMS FROM CITIZENS ON AGENDA****Proclamation**

The Mayor read a proclamation declaring Friday, March 7, 2025 as Winnifred Rosamond Shama Day in the City of Deadwood.

**CONSENT**

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

- A. Acknowledge newly elected Fire Chief Joel Ellis with permission to update recipient of Fire Chief stipend effective February 22, 2025.
- B. Permission to remove outgoing Fire Chief Alex Hamann from payroll effective February 22, 2025.
- C. Appoint the following residents to serve on election board for April 8, 2025; Trudy Anderson as superintendent at \$215.00, Joyce Pfarr and Diana Williams as clerks at \$190.00, with additional \$20.00 each for attending election school.
- D. Set Local Review Board meeting for Monday, March 17, 2025 at 12:30 p.m. and request permission to publish in official newspaper.
- E. Permission to allocate \$2,000.00 from the social programming portion of cannabis licensing to the Grace Lutheran Church.
- F. Approve abatement on parcel 30025-08500-100-00 (476 Williams Street) due to fire.
- G. Permission to pay Huntington Bank for annual trolley leases. Trolley 1-\$30,000 (#5696), Trolley 2-\$39,227.97 (#5699), Trolley 3-\$33,681.45 (#3341) Trolley 4 - \$39,227.97 (#5698) and Trolley 5 - \$33,681.45 (#5697).
- H. Permission to continue subscription agreement with Deckard Technologies in the amount of \$3,150.00 for monitoring Short-Term Rentals for 2025. (Budgeted from P&Z Professional Services line item.)
- I. Permission for the Mayor to sign the Permanent Access Easement between City of Deadwood and Monument Health for property legally described as Lot R-1 of City of Deadwood Railroad Property all located in the NW 1/4 of Section 26 and the NE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.
- J. Allow use of two (2) trolleys and waiver of fees for Deadwood Historic Preservation tour of the Mt. Moriah Cemetery May 7, 2025 from 1:00pm - 3:00pm for the South Dakota State Historical Society Conference (Recommendation from the February 27, 2025 Parking & Transportation Committee.)
- K. Approve two (2) 2025 Vehicle For Hire: Livery Vehicle Applications for Deadwood Alive Inc. horse-drawn vehicles (Recommendation from the February 27, 2025 Parking & Transportation Committee).
- L. Acknowledge time change for street closure for St. Patrick's Day Events: street closure on Main Street from Wild Bill Bar to Nugget Saloon on Saturday, March 15 from 10:00 a.m. to 7:00 a.m. on Monday, March 17, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp. (Approved from 10:00 a.m. on Saturday to 6:00 a.m. on Sunday, March 16 on January 21.)
- M. Permission to sign a 1-year agreement with Servall to provide textile janitorial supplies. (To be paid by Public Buildings.)

**REGULAR MEETING, MARCH 3, 2025****BID ITEMS****Results**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the correction. Martinisko moved, Johnsons seconded to acknowledge corrected amount of \$84,300.00 with Ponderosa Builders for the 2025 Preservation Improvement Project for Mt. Moriah. Roll Call: Aye-All. Motion carried.

**Set**

Public Works Director Stalder spoke about the RFP. Johnson moved, Martinisko seconded to advertise and set bid opening at 2:00 p.m. on Thursday, April 17 for RFP for ATM on City Properties with results presented on April 21, 2025. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****License**

Public hearing was opened at 5:08 p.m. by Mayor Ruth Jr. Ryan Jensen was available via zoom for questions, hearing closed. Joseph moved, Martinisko seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License for Hills Canyon Inc., Deadwood Ice Cream Company, 673 Main Street. Roll Call: Aye-All. Motion carried.

**Summer Kick Off**

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Martinisko moved, Struble-Mook seconded to approve open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 23, and noon to 10:00 p.m. on Saturday, May 24; special temporary beer and wine license for Outlaw Square on Friday, May 23 from 5:00 p.m. to 10:00 p.m., and Saturday, May 24 from noon to 10:00 p.m. at Outlaw Square; street closure on Deadwood Street from Main Street to Pioneer Way from 8:30 a.m. on Friday, May 23 to 1:00 a.m. on Sunday, May 25, 2025 and closure of Siever Street (If needed) from 8:00 a.m. on Friday, May 23 to 11:00 p.m. on Saturday, May 24, 2025. Roll Call: Aye-All. Motion carried.

**Set**

Struble-Mook moved, Martinisko seconded to set public hearing on March 17 for Forks Corks and Kegs Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on March 17 for Hops and Hogs Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on March 17 for PBR Event. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Johnson seconded to set public hearing on March 17 for Summer Vendor & Pop Up Market. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on March 17 for Wild Bill Days Event. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on March 17 for NAJA Shriners Circus Event. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****First Reading**

Parking and Transportation Director Lux spoke about repealing Ordinance due to legislative change. Discussion was held concerning permits and legislative change. Struble-Mook moved, Martinisko seconded to approve First Reading of Ordinance #1419: Repealing and Replacing Chapter 8.21.020 Operating Regulations. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, MARCH 3, 2025**

Resolution

Finance Officer McKeown spoke about the Resolution. Joseph moved, Martinisko seconded to approve Resolution 2025-09 Establish Cash Designations for 2024. Roll Call: Aye-All. Motion carried.

**Resolution 2025-09**  
**A RESOLUTION TO ESTABLISH CASH DESIGNATIONS**

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2024:

<b>General Fund Designated for Equipment Replacement-</b>	
<b>Streets Department</b>	<b>\$ 60,000.00</b>
<b>Parks Department</b>	<b>\$ 12,000.00</b>
<b>General Fund Designated for Fire Truck:</b>	<b>\$ 252,447.00</b>
<b>Business Improvement District #7 Designated for Convention Center:</b>	<b>\$ 452,739.60</b>
<b>Parking and Transportation Designation for Trolley Replacement:</b>	<b>\$ 181,168.00</b>

Dated this 17th day of March, 2025

ATTEST: CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer /s/ David Ruth Jr., Mayor

Purchase

Stalder spoke about the purchase. Johnson moved, Struble-Mook seconded to purchase two pieces of playground equipment from Game Time c/o Cunning ham Recreation for the State Run park in the amount not to exceed \$40,397.57. (To be paid from CIP Parks Improvement budget.) Roll Call: Aye-All. Motion carried.

Hire

Stalder spoke about the project. Martinisko moved, Struble-Mook seconded to hire Northwestern Power Equipment Company to convert all 7 of the City PRV stations from copper supply lines to braided stainless steel at a cost not to exceed \$12,063.00. (To be paid from 2025 Water Improvements budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Commission meeting on March 17, 2025 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.

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-Mook moved, Martinisko seconded to adjourn the regular session at 5:27 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, March 17, 2025 at 1:00 p.m.

After coming out of executive session at 6:18 p.m., Martinisko moved, Joesph seconded to adjourn.

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

\_\_\_\_\_  
BY: \_\_\_\_\_

Jessica McKeown, Finance Officer David Ruth Jr., Mayor

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

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 111 COMMISSION  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR BUDGET PAYMENT REGISTER

PAGE: 1

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-668 - 2025	101-4111-423	PUBLISHING	MINUTES - 1/21/2025	000000 229.54
		I-670 - 2025	101-4111-423	PUBLISHING	REQ.FOR EV.CMPLX CONCESS'NAIRE	000000 38.43
		I-672 - 2025	101-4111-423	PUBLISHING	ORD.#1418 - SUPPLMT BUDGET	000000 13.59
		I-673 - 2025	101-4111-423	PUBLISHING	NOH - MALT BEV LIC-DWD ICE CRM	000000 13.59
		I-674 - 2025	101-4111-423	PUBLISHING	NOH - MARDI GRAS ST CLOSURE	000000 13.59
		I-675 - 2025	101-4111-423	PUBLISHING	NOH - MONSTERS OF DESTRUCTION	000000 14.56
		I-677 - 2025	101-4111-423	PUBLISHING	NOH - SUMMER CONCERT SERIES	000000 17.47
		I-678 - 2025	101-4111-423	PUBLISHING	NOH-MIKELSN TRL MARATHN PRTY	000000 12.62
		I-679 - 2025	101-4111-423	PUBLISHING	NOH - WILD BILL DAYS	000000 19.90
		I-732 - 2015	101-4111-423	PUBLISHING	MINUTES - 2/3/25	000000 152.38
		I-733 - 2025	101-4111-423	PUBLISHING	NOH - SUMMER KICKOFF CONCERT	000000 19.90
01-0545	LYNN'S DAKOTA MART					
		I-003 - 03/10/25	101-4111-426	SUPPLIES	COMMISSION MTG SUPPLIES	000000 59.92
01-1331	SD MUNICIPAL LEAGUE					
		I-222222482	101-4111-427	TRAVEL	DIST.10 ANNUAL MTG-CITY COMMIS	000000 140.00
01-4625	FIB CREDIT CARDS					
		I-2/28/25FINANCE CCD	101-4111-427	TRAVEL	LODGING-PIERRE/S.MARTINISKO	000000 161.49
		I-2/28/25FINANCE CCD	101-4111-427	TRAVEL	LODGING-PIERRE/STRUBLE-MOOK	000000 161.49
		I-2/28/25FINANCE CCD	101-4111-427	TRAVEL	PIERRE LEGISLATIVE SESSION	000000 565.23
				DEPARTMENT 111	COMMISSION	TOTAL: 1,633.70
01-0079	KETEL THORSTENSON, LLP					
		I-2009256060	101-4142-422	PROFESSIONAL	AUDIT WORK TO DATE - FIN.	000000 13,500.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 3,164.56
01-0800	MORRISON, RONDA					
		I-021	101-4142-422	PROFESSIONAL	FEB.2025 CONTRACT SERVICES	000000 1,940.00
01-1331	SD MUNICIPAL LEAGUE					
		I-222222482	101-4142-427	TRAVEL	DIST.10 ANNUAL MTG - FIN.STAFF	000000 140.00
01-3223	QUICKTROPHY, LLC					
		I-132412	101-4142-426	SUPPLIES	ENGRAVED NAME TAG-MCKEOWN/FIN	000000 13.50
01-4625	FIB CREDIT CARDS					
		I-2/28/25FINANCE CCD	101-4142-427	TRAVEL	LODGING-PIERRE/ J.MCKEOWN	000000 161.49
		I-2/28/25FINANCE CCD	101-4142-426	SUPPLIES	ADAPTOR FOR PRESENTATION/LEGIS	000000 6.99
01-4711	AMAZON CAPITAL SERVICES					
		I-1KJH-VWNR-39VL	101-4142-426	SUPPLIES	GEL PENS,RUBBER BANDS - FIN.	000000 20.34
		I-1KW9-9PR7-6GX9	101-4142-426	SUPPLIES	INK PADS,YEL PRINTER PAPER/FIN	000000 48.78

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 142 FINANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5156	CASEY PETERSON, LTD	I-180578	101-4142-422	PROFESSIONAL 2023 AUDIT PREPARATION	000000	14,419.39
					DEPARTMENT 142 FINANCE	TOTAL: 33,415.05
01-0429	BLACK HILLS ENERGY	I-POWER 02/25/25	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.52
		I-POWER 02/25/25	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	65.00
		I-POWER 02/25/25	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 02/25/25	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.45
		I-POWER 02/25/25	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	503.16
		I-POWER 02/25/25	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	134.40
		I-POWER 02/25/25	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	26.80
		I-POWER 02/25/25	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	37.28
		I-POWER 02/25/25	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	522.78
		I-POWER 02/25/25	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 02/25/25	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	78.51
		I-POWER 02/25/25	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,043.57
		I-POWER 02/25/25	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.18
		I-POWER 02/25/25	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,369.98
		I-POWER 02/25/25	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	84.73
		I-POWER 02/25/25	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	847.21
		I-POWER 02/25/25	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	290.52
		I-POWER 02/25/25	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	119.63
		I-POWER 02/25/25	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	28.24
		I-POWER 02/25/25	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	382.40
		I-POWER 02/25/25	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	408.00
		I-POWER 02/25/25	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	298.22
		I-POWER 02/25/25	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	4,313.92
		I-POWER 02/25/25	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 02/25/25	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.05
		I-POWER 02/25/25	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	626.45
		I-POWER 02/25/25	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	372.49
		I-POWER 02/25/25	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	30.36
		I-POWER 02/25/25	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.88
		I-POWER 02/25/25	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 02/25/25	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	130.64
		I-POWER 02/25/25	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	159.27
		I-POWER 02/25/25	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	220.79
		I-POWER 02/25/25	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	56.67
		I-POWER 02/25/25	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	37.08
		I-POWER 02/25/25	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	46.01
		I-POWER 02/25/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	51.84
		I-POWER 02/25/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	344.26
		I-POWER 02/25/25	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	67.04
		I-POWER 02/25/25	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	65.63
		I-POWER 02/25/25	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	347.06
		I-POWER 02/25/25	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	512.30

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 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
01-0429	BLACK HILLS ENERGY			continued		
		I-POWER 02/25/25	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,235.82
		I-POWER 02/25/25	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	50.11
		I-POWER 02/25/25	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	109.60
		I-POWER 02/25/25	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	28.24
		I-POWER 02/25/25	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	35.49
		I-POWER 02/25/25	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	198.03
		I-POWER 02/25/25	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	32.07
		I-POWER 02/25/25	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	307.01
		I-POWER 02/25/25	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	31.45
		I-POWER 02/25/25	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,361.67
		I-POWER 02/25/25	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	155.67
		I-POWER 02/25/25	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	636.30
		I-POWER 02/25/25	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	44.56
		I-POWER 02/25/25	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	240.07
		I-POWER 02/25/25	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	86.07
		I-POWER 02/25/25	101-4192-428	UTILITIES 5 SIEVER ST	000000	630.20
		I-POWER 02/25/25	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	72.60
		I-POWER 02/25/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	473.76
		I-POWER 02/25/25	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	72.96
		I-POWER 02/25/25	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	999.39
		I-POWER 02/25/25	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	24.04
		I-POWER 02/25/25	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	28.96
		I-POWER 02/25/25	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.07
		I-POWER 02/25/25	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 02/25/25	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	57.92
		I-POWER 02/25/25	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	434.79
		I-POWER 02/25/25	101-4192-428	UTILITIES 610 BROADWAY ST	000000	99.83
		I-POWER 02/25/25	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	744.78
		I-POWER 02/25/25	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	33.48
		I-POWER 02/25/25	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	828.83
		I-POWER 02/25/25	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,503.41
		I-POWER 02/25/25	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	34.28
		I-POWER 02/25/25	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	39.80
		I-POWER 02/25/25	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	75.18
		I-POWER 02/25/25	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	872.35
		I-POWER 02/25/25	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	686.23
		I-POWER 02/25/25	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	155.91
		I-POWER 02/25/25	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.66
		I-POWER 02/25/25	101-4192-428	UTILITIES 767 MAIN ST	000000	21.32
		I-POWER 02/25/25	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00
		I-POWER 02/25/25	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.44
		I-POWER 02/25/25	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.32
		I-POWER 02/25/25	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	19.04
		I-POWER 02/25/25	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	797.50-
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,605.48

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-433148	101-4192-422-07	PROFESSIONAL MOVE DOOR SOFTWARE/FIRE HALL	000000	1,170.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-03/03/25 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	25.98
		I-03/03/25 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	31.53
		I-03/03/25 CONSUMPT	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	25.00
		I-03/03/25 CONSUMPT	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428	UTILITIES - DEADWOOD-CITY GORDON PARK	000000	14.30
		I-03/03/25 CONSUMPT	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	52.14
		I-03/03/25 CONSUMPT	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	257.85
		I-03/03/25 CONSUMPT	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-03/03/25 CONSUMPT	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	27.40
		I-03/03/25 CONSUMPT	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-0553	MONTANA DAKOTA UTILITIE	I-03/03/25 INVOICE	101-4192-428	UTILITIES FINAL BILL 2/22-2/28/170 BLACK	000000	5.11
01-0578	WATERS HARDWARE					
		I-3619	101-4192-425-06	REPAIRS - DAY VINEGAR-BLEACH-FLEECE/GRANDSTA	000000	26.46
		I-4135	101-4192-425-07	REPAIRS - FIR SHRM AERATOR/FIRE HALL	000000	6.99
		I-4192	101-4192-426	SUPPLIES AA ALKALINE BATTERY/PUB BLDGS	000000	9.99
		I-4300	101-4192-426-07	SUPPLIES - FI QK SET MOUSE TRAP/FIRE STATION	000000	7.99
		I-4369	101-4192-425-13	REPAIRS - REC HANDLE ASSEMBLY/REC	000000	34.99
		I-4501	101-4192-426-21	SUPPLIES - WE PROCELL-AA ALK BATTERY/WELCOME	000000	29.98
		I-4559	101-4192-425-17	REPAIRS-DAYS SUPER GLUE-8 AMP BATTERY/DAYS	000000	77.06
		I-4597	101-4192-425-07	REPAIRS - FIR WASHER-NUT-TAILPIECE/FIRE HALL	000000	14.48
		I-4671	101-4192-426-21	SUPPLIES - WE AIR SIPHON PUMP/WELCOME	000000	22.99
		I-4754	101-4192-426-13	SUPPLIES - RE CLAMPS-THERMOMETER-CLOCK/REC	000000	22.96
		I-4802	101-4192-426	SUPPLIES MINERAL OIL-ALKALINE BATT/PB	000000	25.97
01-1502	BLACK HILLS CHEMICAL	I-287925	101-4192-426	SUPPLIES BLEACH-KITCHEN TOWEL-GARB/PB	000000	298.76
01-1626	SERVALL UNIFORM AND LIN					
		I-02/18/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1023949	000000	41.94
		I-02/18/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1023951	000000	92.01
		I-02/18/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1023950	000000	106.00

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN		continued			
		I-02/18/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1023934	000000	41.71
		I-02/18/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1023936	000000	39.03
		I-02/20/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1025121	000000	196.86
		I-02/20/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1025122	000000	270.62
		I-02/20/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1025120	000000	79.83
		I-02/20/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1025119	000000	39.78
		I-03/04/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1029001	000000	43.79
		I-03/04/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1029003	000000	97.52
		I-03/04/25	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0981525	000000	102.96
		I-03/04/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1028984	000000	42.11
		I-03/04/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1028986	000000	39.27
		I-03/06/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1030326	000000	208.63
		I-03/06/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1030327	000000	286.85
		I-03/06/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1030325	000000	84.59
		I-03/06/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1030324	000000	40.06
01-2073	SDN COMMUNICATIONS					
		I-230761	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-230761	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-230761	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-230761	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-230761	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-230761	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-230761	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
01-3032	OTIS ELEVATOR COMPANY					
		I-100401789419	101-4192-422-10	PROFESSIONAL ELEV MAINT 1/1-3/31/25/LIBRARY	000000	168.30
01-3151	KONE CHICAGO					
		I-871618266	101-4192-422-17	PROFESSIONAL- FEB ELEV MAINT/DAYS MUSEUM	000000	202.61
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV120596	101-4192-425-10	REPAIRS - LIB REPLACE BAD SWITCHES/LIBRARY	000000	1,150.07
		I-SRV120614	101-4192-425-10	REPAIRS - LIB REPAIRS TO CAPACITOR/LIBRARY	000000	782.98
01-4057	VIEHAUSER ENTERPRISES,					
		I-57004	101-4192-426-11	SUPPLIES - PA ASSA 140 KEY CUT/PARKS	000000	20.00
01-4625	FIB CREDIT CARDS					
		I-02/28/25	PUB BLDGS 101-4192-426	SUPPLIES FIRE ALARM THERMAL DETECT	000000	109.99
		I-02/28/25	PUB BLDGS 101-4192-422	PROFESSIONAL USPS - PARTITION KING PYMT	000000	9.68
01-4711	AMAZON CAPITAL SERVICES					
		C-1LGG-DCPX-FMG9	101-4192-426	SUPPLIES RETURN OF PPE KIT/PUB BLDGS	000000	23.40-
		I-13JX-JLCX-6DC9	101-4192-426	SUPPLIES AAA ALK BATTERIES/PUB BLDGS	000000	17.30

DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: 45,508.89

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 193 COMPUTER SERVICE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-40000384	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,711.48
01-4711	AMAZON CAPITAL SERVICES	I-1KJH-VWNR-39VL	101-4193-426	SUPPLIES LAPTOP CHARGER - IT	000000	26.50
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	2,737.98
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,817.53
01-0467	CULLIGAN OF THE BLACK H	I-0022891	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT-PD	000000	128.00
01-1331	SD MUNICIPAL LEAGUE	I-222222482	101-4210-427	TRAVEL DIST.10 ANNUAL MTG- C. SHAFER	000000	35.00
01-1826	FIRST NET	I-287304791844X22325	101-4210-422	PROFESSIONAL MDT POLICE CARS - FEB	000000	240.24
01-3761	TRITECH SOFTWARE SYSTEM	I-432089	101-4210-422	PROFESSIONAL ANNUAL SUBSCRIPTION FEES - PD	000000	1,473.26
01-3829	FED EX	I-8-789-61867	101-4210-422	PROFESSIONAL SHIPPING FEES - POLICE	000000	20.07
01-4625	FIB CREDIT CARDS	I-2/28/25 POLICE CCD	101-4210-427	TRAVEL SD NARCO TRAINING - POLICE	000000	100.00
		I-2/28/25 POLICE CCD	101-4210-427	TRAVEL SUPV PATROL CRITICAL INCIDENTS	000000	311.00
		I-2/28/25 POLICE CCD	101-4210-427	TRAVEL TRVL TO OFFICER FUNERAL-HOWARD	000000	140.87
		I-2/28/25 POLICE CCD	101-4210-427	TRAVEL FUEL FROM CHICAGO W'NEW CAR-PD	000000	193.01
		I-2/28/25FINANCE CCD	101-4210-427	TRAVEL FUEL TO PIERRE - POLICE	000000	48.20
01-5034	STURGIS RESPONDER SUPPL	I-1254	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	74.95
				DEPARTMENT 210 POLICE	TOTAL:	17,582.13
01-3855	PAPOUSEK, SONYA	I-02/27/25	101-4211-426	5TH GRADE DAR REIMBS.HELIUM KIT/5TH GRD DARE	000000	58.10
				DEPARTMENT 211 DARE 5TH GRADE	TOTAL:	58.10
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 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
01-0578	WATERS HARDWARE					
		I-4301	101-4221-426	SUPPLIES 5/7"x50' RUBBER HOSE- FIRE DPT	000000	52.99
		I-4605	101-4221-425	REPAIRS MISC.BOLTS & SCREWS	000000	6.84
01-0864	M & T FIRE AND SAFETY					
		C-14054	101-4221-434	MACHINERY/EQU RETURN CONNECTORS & COILS	000000	362.10-
		I-14133	101-4221-434	MACHINERY/EQU FIREFIGHTING HOODS - FIRE DPT	000000	504.57
01-1171	A & B BUSINESS SOLUTION					
		I-IN1236467	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE	000000	143.17
01-1406	STRETCH'S GLASS & CUSTO					
		I-IO24774	101-4221-425	REPAIRS SIDE MIRRORS-LADDER#5/FIRE DPT	000000	761.41
01-1827	MS MAIL					
		I-15063	101-4221-429	PUBLIC EDUCAT PRINT PSTCRDS/FD PANCAKE FEED	000000	202.94
01-3170	MED-TECH RESOURCE LLC					
		I-152428	101-4221-434	MACHINERY/EQU UNDERWATER BODY BAG - FIRE DPT	000000	86.37
01-3628	BICKLE'S TRUCK & DIESEL					
		I-29781	101-4221-425	REPAIRS REPAIR HEAT UNIT-ENG #2/FIRE	000000	971.70
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 3,022.96
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1331	SD MUNICIPAL LEAGUE					
		I-200002349	101-4232-427	TRAVEL (2) BLDG OFF ICC TRAINING/BI	000000	170.00
		I-200002524	101-4232-427	TRAVEL DIST.10 ANNUAL MTG - T.MOHR	000000	35.00
01-2243	MOHR, TRENT					
		I-CCICC 2025	101-4232-427	TRAVEL CCICC CODE TRAINING/P&Z	000000	1,235.50
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 2,095.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,587.59
01-0578	WATERS HARDWARE					
		I-4113	101-4310-426	SUPPLIES FASTENERS-STRIPS/STRTS	000000	34.95
		I-4325	101-4310-426	SUPPLIES MISC BOLTS-SCREWS/STRTS	000000	17.40
		I-4649	101-4310-426	SUPPLIES GREASE-ELEC CLNR-BRUSH/STRTS	000000	64.76
		I-4672	101-4310-426	SUPPLIES 2.5 GAL K1 KEROSENE/STREETS	000000	65.98
		I-4689	101-4310-426	SUPPLIES THUMB SCREWS/STRTS	000000	120.89
		I-4693	101-4310-426	SUPPLIES MISC BOLTS-SCREWS/STRTS	000000	50.22



3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 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
01-0578	WATERS HARDWARE		continued			
		I-4738	101-4310-426	SUPPLIES	STOVE PIPE DAMPER/STRTS	000000 12.99
		I-4814	101-4310-426	SUPPLIES	(2) 60# CONCRETE MIX/STRTS	000000 13.98
01-0677	LAWSON PRODUCTS, INC.					
		I-9312279899	101-4310-426	SUPPLIES	PUSH IN-GLVS-FLAPWHEEL/STRTS	000000 760.14
01-0782	JACOBS PRECISION WELDIN					
		I-31771	101-4310-426	SUPPLIES	4" SCH 80 PIPE X 42"/STRTS	000000 94.36
01-1058	DAKOTA SUPPLY GROUP					
		I-S104453208.002	101-4310-426	SUPPLIES	(48) RAB A19-15-E26-830-DIM/ST	000000 215.57
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0702628	101-4310-426	SUPPLIES	COUPLING QDI/STREETS	000000 464.84
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S00139987	101-4310-422	PROFESSIONAL	STATEWIDE 2024 BRDGE INSP/STRS	000000 2,684.52
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2018249	101-4310-426	SUPPLIES	RUBBER CLOSURE/STRTS	000000 7.00
01-3438	BLACKSTRAP, INC.					
		I-154214	101-4310-426	SUPPLIES	32.77 TONS BLACK MAGIC SALT/ST	000000 5,734.75
01-3977	ACE HARDWARE OF LEAD					
		I-040923	101-4310-426	SUPPLIES	(2) 20 LB ROAD RUN ICE MELT/ST	000000 19.98
01-4266	DMC WEAR PARTS LLC					
		I-5032	101-4310-426	SUPPLIES	(2) PLOW BLADE TENCO/STRTS	000000 576.60
01-4317	VIGILANT BUSINESS SOLUT					
		I-3509	101-4310-422	PROFESSIONAL	TESTING	000000 228.03
		I-3517	101-4310-422	PROFESSIONAL	SCREENING	000000 83.50
01-4711	AMAZON CAPITAL SERVICES					
		I-1K6R-KH9D-GWF3	101-4310-426	SUPPLIES	(10) PHILLIPS LED DRIVERS/STRT	000000 490.00
01-5278	DARK CANYON COFFEE					
		I-147744	101-4310-426	SUPPLIES	(10) SIX SHOOTER COFFEE/STRTS	000000 32.95
					DEPARTMENT 310 STREETS	TOTAL: 16,361.00
01-4630	SANDER SANITATION SERVI					
		I-02/28/25 STATEMENT	101-4320-422	PROFESSIONAL	FEB GARBAGE SERVICE/SANITATION	000000 13,307.76
					DEPARTMENT 320 SANITATION	TOTAL: 13,307.76

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 370 OAKRIDGE CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-129072	101-4370-422	PROFESSIONAL 2X2 AD REMOVE HOL DEC/OAKRIDGE	000000	52.00
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 52.00
01-0146	WERLINGER AUTO BODY REP	I-3ED86081	101-4520-422	PROFESSIONAL BEDLINER BOTTOM CAB/PARKS	000000	750.00
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,112.38
01-0467	CULLIGAN OF THE BLACK H	I-0022952	101-4520-426	SUPPLIES (5) 5 GAL BOTTLED WATER/PARKS	000000	38.00
01-0578	WATERS HARDWARE	I-4125	101-4520-426	SUPPLIES 30' POLY PUSHER/PARKS	000000	42.99
		I-4133	101-4520-426	SUPPLIES SAND BELT-SANDING/PARKS	000000	21.48
		I-4206	101-4520-426	SUPPLIES HOSE CONCT-REPAIR-PERMA LOCK/P	000000	30.86
		I-4253	101-4520-426	SUPPLIES SPRAY GEL-BOLTS-SCREWS/PARKS	000000	31.72
		I-4256	101-4520-426	SUPPLIES MEMO NOTEBOOK-NOTE PADS/PARKS	000000	5.97
		I-4410	101-4520-426	SUPPLIES WOOD FILL-GLUE-BRUSH-KNIFE/PAR	000000	20.96
		I-4653	101-4520-426	SUPPLIES RAT & MICE CONTROL/PARKS	000000	24.99
01-0677	LAWSON PRODUCTS, INC.	I-9312246260	101-4520-426	SUPPLIES RNG-COTTER PIN-SCREW-HEX NUT/P	000000	447.12
01-0776	ALBERTSON ENGINEERING,	I-21593	101-4520-422-01	PROF SERV- FE WHITEWD CRK ADDENDUM #4	000000	986.18
		I-21594	101-4520-422-01	PROF SERV- FE WHITEWD CRK ADDENDUM #5	000000	225.00
01-1171	A & B BUSINESS SOLUTION	I-IN1238612	101-4520-424	RENTALS CONTRACT BASE RATE/PARKS	000000	153.42
01-1589	TEAM LABORATORY CHEMICA	I-INC0045328	101-4520-426	SUPPLIES TERMINATOR-FERTILIZER/PARKS	000000	2,463.00
01-3654	SPEARFISH AUTO SUPPLY	I-327744	101-4520-426	SUPPLIES ROCKER SWITCH/PARKS	000000	28.26
01-4053	RUSHMORE FENCING COMPAN	I-1163	101-4520-425	REPAIRS REPLACE 20' DBL DRIVE GATE/PAR	000000	1,300.00
01-4592	BUTTE COUNTY EQUIPMENT	I-IB18082	101-4520-425	REPAIRS 14 PIN FEMALE PART/PARKS	000000	181.84
01-4711	AMAZON CAPITAL SERVICES	I-13JX-JLCX-6DC9	101-4520-426	SUPPLIES WIRELESS MOUSE RHONDA/PARKS	000000	9.99
		I-1JRF-LG14-7GVP	101-4520-426	SUPPLIES BUNGEE CORDS-BITS-STR LITES/PA	000000	171.13

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1R69-FWFR-6FPW	101-4520-426	SUPPLIES	HOSE REEL-UNDERCARR WASHER/PAR	000000 240.98
		I-1YWN-CF6G-HW1J	101-4520-426	SUPPLIES	SHARPIE GEL PENS/PARKS	000000 12.77
		I-1YWN-CF6G-HW1J	101-4520-426	SUPPLIES	PARTITION DIVIDERS/PARKS	000000 13.50
01-4827	DOG WASTE DEPOT					
		I-751089	101-4520-426	SUPPLIES	(5) DOG WASTE BAGS/PARKS	000000 709.95
				DEPARTMENT 520	PARKS	TOTAL: 14,022.49
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 655.07
01-1331	SD MUNICIPAL LEAGUE					
		I-222222482	101-4640-427	TRAVEL	DIST.10 ANNUAL MTG-J.MARTINISK	000000 35.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-031225	101-4640-422	PROFESSIONAL	REIMBURSEMENT MARCH 2025	000000 18.00
01-4625	FIB CREDIT CARDS					
		I-022825 HP	101-4640-422	PROFESSIONAL	ACCT 2648 2/25 HP PAYMENT	000000 32.00
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 740.07
				FUND	101 GENERAL FUND	TOTAL: 150,537.70

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1557	DEMCO, INC.	I-7613376	206-4550-426	SUPPLIES OFFICE & DISPLAY SUPPLIES-LIBR	000000	115.50
01-1562	MIDWEST TAPE, LLC	I-506779270	206-4550-434	COLLECTION DE DVD's - LIBRARY	000000	75.72
		I-506810794	206-4550-434	COLLECTION DE DVD's - LIBRARY	000000	54.73
		I-506824965-HOOPLA	206-4550-434	COLLECTION DE DIGITAL COLLECTION - LIBRARY	000000	126.95
01-4711	AMAZON CAPITAL SERVICES	I-11JV-4QGX-JCVV	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	226.46
		I-13ML-NRT4-6NVW	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	20.30
		I-14G7-JWK4-7G73	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	22.38
		I-1FJM-Q6TP-GG34	206-4550-434	COLLECTION DE DVD - LIBR	000000	7.33
		I-1FJM-Q6TP-GG34	206-4550-434	COLLECTION DE BOOKS - LIBR	000000	92.33
		I-1FJM-Q6TP-GG34	206-4550-426	SUPPLIES OFC SUPPLIES - LIBR	000000	12.20
		I-1NLR-GKTM-737F	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	46.25
		I-1NTM-M3VP-9FYK	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	105.50
		I-1TYV-FGTV-74TW	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	151.15
		I-1TYV-FGTV-74TW	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	5.99
DEPARTMENT 550 LIBRARY					TOTAL:	1,717.86
FUND 206 LIBRARY FUND					TOTAL:	1,717.86

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,292.74
01-0721	PRO-STEAM CARPET & UPHO	I-10154	209-4510-422	PROFESSIONAL CLEAN CARPET COMMON AREAS/REC	000000	1,038.42
01-2056	LIFE FITNESS LLC	I-7885265A	209-4510-434	MACHINERY/EQU FITNESS EQUIPMENT/REC CENTER	000000	32,942.11
		I-7886269A	209-4510-434	MACHINERY/EQU FITNESS EQUIPMENT/REC CENTER	000000	5,495.27
01-3151	KONE CHICAGO	I-871618265	209-4510-422	PROFESSIONAL FEB ELEV MAINT/REC CENTER	000000	194.82
01-3342	RASMUSSEN MECHANICAL SE	I-SRV120369	209-4510-425	REPAIRS LEAK REPAIRS/REC CENTER	000000	447.50
		I-SRV120379	209-4510-425	REPAIRS REPAIRS TO DAMPERS/REC CENT	000000	356.25
01-3964	CONVERGINT TECHNOLOGIES	I-IN00308822	209-4510-422	PROFESSIONAL SECURITY SOFTWARE TECH/REC	000000	357.14
01-4045	RUSSELL, JERAMY	I-03/04/25 RECEIPT	209-4510-426	SUPPLIES REIM FOR SHOES/REC CENTER	000000	66.90
01-4317	VIGILANT BUSINESS SOLUT	I-3517	209-4510-422	PROFESSIONAL SCREENING	000000	72.25
01-4625	FIB CREDIT CARDS	I-02/28/25 PUB BLDGS	209-4510-426	SUPPLIES RESISTANCE BELLS/REC CENTER	000000	452.85
01-5356	CED SPEARFISH	I-8170-1006397	209-4510-426	SUPPLIES EIKO 150W LT FX-LTG MTG ARM/RE	000000	256.11
01-5383	GIFTS GALORE	I-0043640	209-4510-426	SUPPLIES CANDY FILL EASTER EGGS/REC	000000	230.00
					DEPARTMENT 510 REC CENTER	TOTAL: 44,202.36
01-0475	DEADWOOD CHAMBER & VISI	I-03/11/2025	209-4980-422	PROFESSIONAL BILL LIST- 3/11/25 - B&B	000000	47,433.90
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 47,433.90
					FUND 209 BED & BOOZE FUND	TOTAL: 91,636.26

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 211 BID #9  
 DEPARTMENT: 630 BID #9  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-03/11/2025	211-4630-423	MARKETING	BID #9 FUNDING	000000 30,000.00
				DEPARTMENT 630	BID #9	TOTAL: 30,000.00
				FUND 211	BID #9	TOTAL: 30,000.00

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 213 BID #1-6  
 DEPARTMENT: 630 BID  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-671 - 2025	213-4630-422	ADMIN/LEGAL ORD.#1415 - BIDS 1-6	000000	118.89
01-0475	DEADWOOD CHAMBER & VISI	I-03/11/2025	213-4630-423	MARKETING BILL LIST- 3/11/25 - BID 1-6	000000	9,101.74
		I-03/11/2025	213-4630-423	MARKETING BILL LIST-3/11-BID1-6 HWY 385	000000	24,000.00
DEPARTMENT 630 BID					TOTAL:	33,220.63
FUND 213 BID #1-6					TOTAL:	33,220.63

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
 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
01-0475	DEADWOOD CHAMBER & VISI	I-031125	215-4572-210	VISITOR MGMT BILL LIST 3-11-25	000000	28,903.10
01-2205	KUCHENBECKER, KEVIN	I-02/18/25-MERRIMAN	215-4572-235	VISITOR MGMT REIMBS/PRINTING FOR HB1159	000000	233.58
01-4625	FIB CREDIT CARDS	I-022825 HP	215-4572-235	VISITOR MGMT ACCT 2648 2/25 HP PAYMENT	000000	328.23
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 29,464.91
01-0578	WATERS HARDWARE	I-4009/S	215-4573-335	HIST. INTERP. ARCHIVES SUPPLIES	000000	2.99
01-0951	DEADWOOD ALIVE	I-1301-25	215-4573-345	HIST. INTERP. MARCH 2025	000000	10,000.00
01-1786	PETTY CASH/HISTORIC PRE	I-031225	215-4573-335	HIST. INTERP. REIMBURSEMENT MARCH 2025	000000	46.88
01-2014	TOMS, DON	I-2010.03.14.66 I-2010.03.14.67	215-4573-335 215-4573-335	HIST. INTERP. 2010.03.14.66 TOWN LOTS PART 1 HIST. INTERP. LEDGER PROJECT	000000 000000	600.00 600.00
01-4625	FIB CREDIT CARDS	I-022825 HP	215-4573-335	HIST. INTERP. ACCT 2648 2/25 HP PAYMENT	000000	114.65
01-5396	STERNHAGEN SEVICES	I-1159	215-4573-335	HIST. INTERP. SIGNS BASEMENT EXHIBIT	000000	75.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 11,439.52
01-0429	BLACK HILLS ENERGY	I-POWER 02/25/25 I-POWER 02/25/25	215-4575-505-05 215-4575-505-04	142 SHERMAN S 142 SHERMAN ST - SENIOR CENTER 85 CHARLES ST 85 CHARLES STREET	000000 000000	71.97 30.00
01-0539	LEAD-DEADWOOD SANITARY	I-03/03/25 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	72.00
01-0578	WATERS HARDWARE	I-3281/S I-3529/S	215-4575-505-04 215-4575-505-04	85 CHARLES ST DOOR LOCKS 142 SHERMAN 85 CHARLES ST KEYS 142 SHERMAN	000000 000000	167.95 85.00
01-0776	ALBERTSON ENGINEERING,	I-21612	215-4575-505-04	85 CHARLES ST 85 CHARLES FOUNDATION	000000	757.40
01-5313	TEMPLE CONSTRUCTION					



3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA  
 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
01-5313	TEMPLE CONSTRUCTION		continued			
		I-4	215-4575-505-04	85 CHARLES ST 85 CHARLES FOUNDATION	000000	18,268.61
		I-4	215-4575-505-04	85 CHARLES ST 85 CHARLES FOUNDATION	000000	5,470.61
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	24,923.54
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000384	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-21609	215-4577-755	CAPITAL ASSET 48 52 TAYLOR RW	000000	1,157.40
01-4625	FIB CREDIT CARDS					
		I-02/28/25 PUB BLDGS	215-4577-715	CAPITAL ASSET LIMEAWAY-THE WORKS-DISINF	000000	56.12
01-5395	HOSKINSON CONTRACTING L					
		I-1271	215-4577-755	CAPITAL ASSET 48 & 52 TAYLOR AVE RW	000000	87,448.85
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	TOTAL:	88,662.37
01-0186	ALPINE IMPRESSIONS					
		I-74923	215-4641-426	SUPPLIES SVC. AWARD EMB.ON COAT- BONNY	000000	18.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,179.36
01-1230	INTERSTATE ALL BATTERY					
		I-178276	215-4641-426	SUPPLIES SURGE PROTECTOR KK COMPUTER	000000	34.30
01-1331	SD MUNICIPAL LEAGUE					
		I-222222482	215-4641-427	TRAVEL DIST.10 ANNUAL MTG - KUCHENBEC	000000	35.00
01-1652	BLOOMERS FLOWERS & GIFT					
		I-39832	215-4641-426	SUPPLIES RUNGE PLANT	000000	74.99
01-1786	PETTY CASH/HISTORIC PRE					
		I-031225	215-4641-426	SUPPLIES REIMBURSEMENT MARCH 2025	000000	7.38
01-4625	FIB CREDIT CARDS					
		C-f2505200605	215-4641-422	PROFESSIONAL CREDIT FOR FRAUDULENT TRANSACT	000000	95.57-
		I-02/28/25 PUB BLDGS	215-4641-422	PROFESSIONAL MICROSOFT AZURE/HP	000000	286.65
		I-02/28/25 PUB WORKS	215-4641-426	SUPPLIES TIDAL WAVE RAPID/HP	000000	22.30
		I-2/28/25FINANCE CCD	215-4641-427	TRAVEL LODGING-PIERRE/ KUCHENBECKER	000000	161.49
		I-2/28/25FINANCE CCD	215-4641-427	TRAVEL LODGING-PIERRE/B.ANFINSON	000000	161.49

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 641 OFFICE HIST. PRES.  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
			continued			
		I-2/28/25	FINANCE CCD 215-4641-427	TRAVEL	PIERRE LEGISLATIVE SESSION	000000 565.23
01-4711	AMAZON CAPITAL SERVICES					
		I-1K6R-KH9D-TM9Q	215-4641-426	SUPPLIES	HP BLACK POCKET FOLDERS	000000 56.30
01-5278	DARK CANYON COFFEE					
		I-147744	215-4641-426	SUPPLIES	(10) SIX SHOOTER COFFEE/HP	000000 65.90
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 4,572.82
					FUND 215 HISTORIC PRESERVATION	TOTAL: 160,078.16

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4933	AMERICAN SEAMLESS GUTTE					
		I-2025-11	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	18,252.43
		I-2025-13	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	18,461.57
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						36,714.00
01-0558	NHS OF THE BLACK HILLS					
		I-2025-2	216-4653-422	PROFESSIONAL SERVICE CONTRACT FEB 2025	000000	3,500.00
01-1496	LAWRENCE CO. REGISTER O					
		I-030525	216-4653-960	CLOSING CO REC FEE 604 606 MAIN NUGGET SA	000000	30.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						3,530.00
				FUND	216	REVOLVING LOAN
						TOTAL: 40,244.00

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 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
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0539	LEAD-DEADWOOD SANITARY	I-03/03/25 EQR	602-4330-422	PROFESSIONAL MARCH EQR/WATER	000000	18,344.00
01-0578	WATERS HARDWARE	I-4124	602-4330-426	SUPPLIES 10" ADJUST WRENCH/WATER	000000	29.99
		I-4251	602-4330-426	SUPPLIES 4 PK COLORED FN PT MARKER/WATE	000000	6.49
		I-4340	602-4330-426	SUPPLIES WRCKER BLADE/WATER	000000	27.99
		I-4541	602-4330-426	SUPPLIES ALUM FOIL TAPE-ROOF CABLE/STRT	000000	147.98
		I-4561	602-4330-425	REPAIRS 10-3 SJEOW BL-PLUG-HOSE/WTR	000000	92.15
		I-4568	602-4330-425	REPAIRS 3/8FX3/8M PLUG/WATER	000000	6.49
01-1235	BADGER METER, INC.	I-80185947	602-4330-422	PROFESSIONAL BEACON MBL HOST SERV UNIT/WTR	000000	178.50
01-1331	SD MUNICIPAL LEAGUE	I-222222482	602-4330-427	TRAVEL DIST.10 ANNUAL MTG - L.STALDER	000000	35.00
01-1409	US POSTAL SERVICE	I-02/20/2025	602-4330-422	PROFESSIONAL 1ST CLASS PRESORT - PERMIT #3	000000	350.00
01-4201	HURCO TECHNOLOGIES INC	I-86503	602-4330-425	REPAIRS FEM WELD ON WITH GASKET/WATER	000000	53.53
01-4711	AMAZON CAPITAL SERVICES	I-1YWN-CF6G-HW1J	602-4330-426	SUPPLIES PARTITION DIVIDERS/WATER	000000	13.50
01-5278	DARK CANYON COFFEE	I-147744	602-4330-426	SUPPLIES (10) SIX SHOOTER COFFEE/WATER	000000	32.95
					DEPARTMENT 330 WATER	TOTAL: 23,235.24
					FUND 602 WATER FUND	TOTAL: 23,235.24

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 607 HISTORIC CEMETERIES  
 DEPARTMENT: 580 HISTORIC CEMETERIES  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HISTORY, INC.	I-32808	607-4580-426	SUPPLIES TRUE WEST COOP MARCH-APR/MM	000000	475.00
01-3785	TALLGRASS LANDSCAPE ARC	I-2025-019	607-4580-422	PROFESSIONAL MT.MORIAH CEMETERY IMPROVEMTS	000000	822.26
01-4625	FIB CREDIT CARDS	I-02/28/25 PUB BLDGS	607-4580-422	PROFESSIONAL MICROSOFT AZURE/MT MORIAH	000000	286.65
01-4711	AMAZON CAPITAL SERVICES	I-13JX-JLCX-6DC9	607-4580-426	SUPPLIES LAMINATING POUCHES/MT MORIAH	000000	41.38
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 1,625.29
					FUND 607 HISTORIC CEMETERIES	TOTAL: 1,625.29

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 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
01-5389	GARVELIS, ANGELA	I-20250305	610-3360-532	PARKING FINE REFUND CITATION 256240941/P&T	000000	90.00
01-5390	SAYALOUNE, DETSINH	I-20250304	610-3360-532	PARKING FINE REFUND CITATION 256249952/P&T	000000	30.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						120.00
01-0378	NORTHERN HILLS CASA	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,000.00
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
01-0578	WATERS HARDWARE	I-4633	610-4360-426	SUPPLIES DIB-ROOF ICE MELTER/P&T	000000	61.97
		I-4691	610-4360-426	SUPPLIES (2) ICE MELTER/P&T	000000	39.98
01-0598	SUMMIT SIGNS AND SUPPLY	I-67160	610-4360-426	SUPPLIES PERMIT PARKING SIGN 18 JEFFERS	000000	30.00
01-0951	DEADWOOD ALIVE	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,500.00
01-1047	TWIN CITY ANIMAL SHELTE	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	500.00
01-1331	SD MUNICIPAL LEAGUE	I-222222482	610-4360-427	TRAVEL DIST.10 ANNUAL MTG - J.LUX	000000	35.00
01-1743	LEAD-DEADWOOD SCHOOL DI	I-02/23/2025	610-4360-455	GRANTS TO OTH DRAMA CLUB PRKNG DONATION-2024	000000	500.00
		I-02/23/25	610-4360-455	GRANTS TO OTH TRACK&FIELD TEAM/'24 PKG DONAT	000000	500.00
01-1964	TWIN CITIES & AREA SENI	I-05/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,000.00
01-2742	LEAD-DEADWOOD BASEBALL	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	750.00
01-3306	LEAD-DEADWOOD LIONS CLU	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,000.00
01-3700	TWIN CITY CLOTHING CENT	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,200.00
01-4057	VIEHAUSER ENTERPRISES,	I-57103	610-4360-422	PROFESSIONAL CHG ELECTRONIC LOCK COES/P&T	000000	165.00

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 360 PARKING/TRANSPORTATION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4080	LEAD-DEADWOOD	49ERS YOU I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	750.00
01-4654	GOLDEN GANG	EASTER EGG I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	700.00
01-4655	DEADWOOD LEAD	76ERS SWI I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,500.00
01-4656	LEAD-DEADWOOD	CLOTHE-A- I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	2,000.00
01-4766	IPS GROUP INC	I-INV106317A I-INV106965 I-INV107099 I-INV107451 I-INV107871 I-INV108302	610-4360-422 610-4360-422-02 610-4360-422-02 610-4360-426 610-4360-422-02 610-4360-422-02	PROFESSIONAL LPR ENFORC FEES 3/24-2/25/P&T PROFESSIONAL CC TRANS-WIRELSS DATA FEES/P&T PROFESSIONAL PEMS-PTMS PERMIT FEES/P&T SUPPLIES COLLECT-DIAG-MAINT CARDS/P&T PROFESSIONAL CC TRANS-WIRELESS DATA FEE/P&T PROFESSIONAL FEB PEMS-PTMS PERMIT FEES/P&T	000000 000000 000000 000000 000000 000000	5,325.00 1,401.20 5,635.17 55.01 1,444.36 5,720.22
01-4795	BLACK HILLS	AUXILIARY 5 I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	2,500.00
01-5208	SANTA SHOP	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	500.00
01-5266	FEEDING DEADWOOD	I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	2,800.00
01-5392	LITTLE DIGGER	GYM RATZ I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,000.00
01-5393	OCTAVIA'S	PROMISE I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	250.00
01-5394	LEAD-DEADWOOD	TEAMMATES I-02/23/2025	610-4360-455	GRANTS TO OTH 2024 PARKING DONATION	000000	1,000.00
DEPARTMENT 360 PARKING/TRANSPORTATION					TOTAL:	45,018.52
01-0433	WELLMARK BLUE	CROSS BLU I-03/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-0578	WATERS	HARDWARE I-4333	610-4361-426	SUPPLIES PUSH BROOM-AA ALK BATTERY/TROL	000000	29.48
01-1503	BLACK HILLS	SPECIAL SER I-38232	610-4361-422	PROFESSIONAL FEBRUARY CLEANING/TROLLEY	000000	2,100.00

3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 361 TROLLEY DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1788	BLACK HILLS TENT & AWNI	I-7352	610-4361-425	REPAIRS	REPAIRS TO VINYL WINDOWS/TROLL	000000 1,542.50
01-2946	SUNSHINE TOWING	I-28385	610-4361-422	PROFESSIONAL	TOW TROLLEY FR DWD HILL/TROLLE	000000 200.00
01-3060	QUIK SIGNS	I-48831	610-4361-426	SUPPLIES	(1000) RACKCARDS/TROLLEY	000000 154.00
01-4317	VIGILANT BUSINESS SOLUT	I-3509	610-4361-422	PROFESSIONAL	TESTING	000000 507.07
01-4625	FIB CREDIT CARDS	I-02/28/25 PUB BLDGS	610-4361-422	PROFESSIONAL	MICROSOFT AZURE/TROLLEY	000000 286.65
01-4857	VERIZON CONNECT	I-610000067760	610-4361-422	PROFESSIONAL	FEB DASHCAM-VEH TRACK/TROLLEY	000000 179.50
					DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL: 7,285.60
01-0429	BLACK HILLS ENERGY	I-POWER 02/25/25	610-4362-428	UTILITIES	20 WABASH ST LIGHTS	000000 28.11
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/25	610-4362-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 655.07
01-3151	KONE CHICAGO	I-871618265	610-4362-422	PROFESSIONAL	FEB ELEV MAINT/PARK RAMP	000000 194.81
					DEPARTMENT 362 BROADWAY GARAGE	TOTAL: 877.99
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 53,302.11



3/14/2025 12:02 PM  
 PACKET: 06994 COMBINED - 3/18/25  
 VENDOR SET: 01  
 FUND : 723 NICKEL CITY SLOT PAYMENT  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-03/12/2025	723-4000-429	OTHER CITY SLOTS - PYMT 9, YR 1	000000	32,386.36
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	32,386.36
				FUND 723 NICKEL CITY SLOT PAYMENT	TOTAL:	32,386.36
					REPORT GRAND TOTAL:	617,983.61

# Arbor Day Proclamation

*Whereas,* In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I, \_\_\_\_\_, Mayor of the City of \_\_\_\_\_, do hereby proclaim \_\_\_\_\_ as

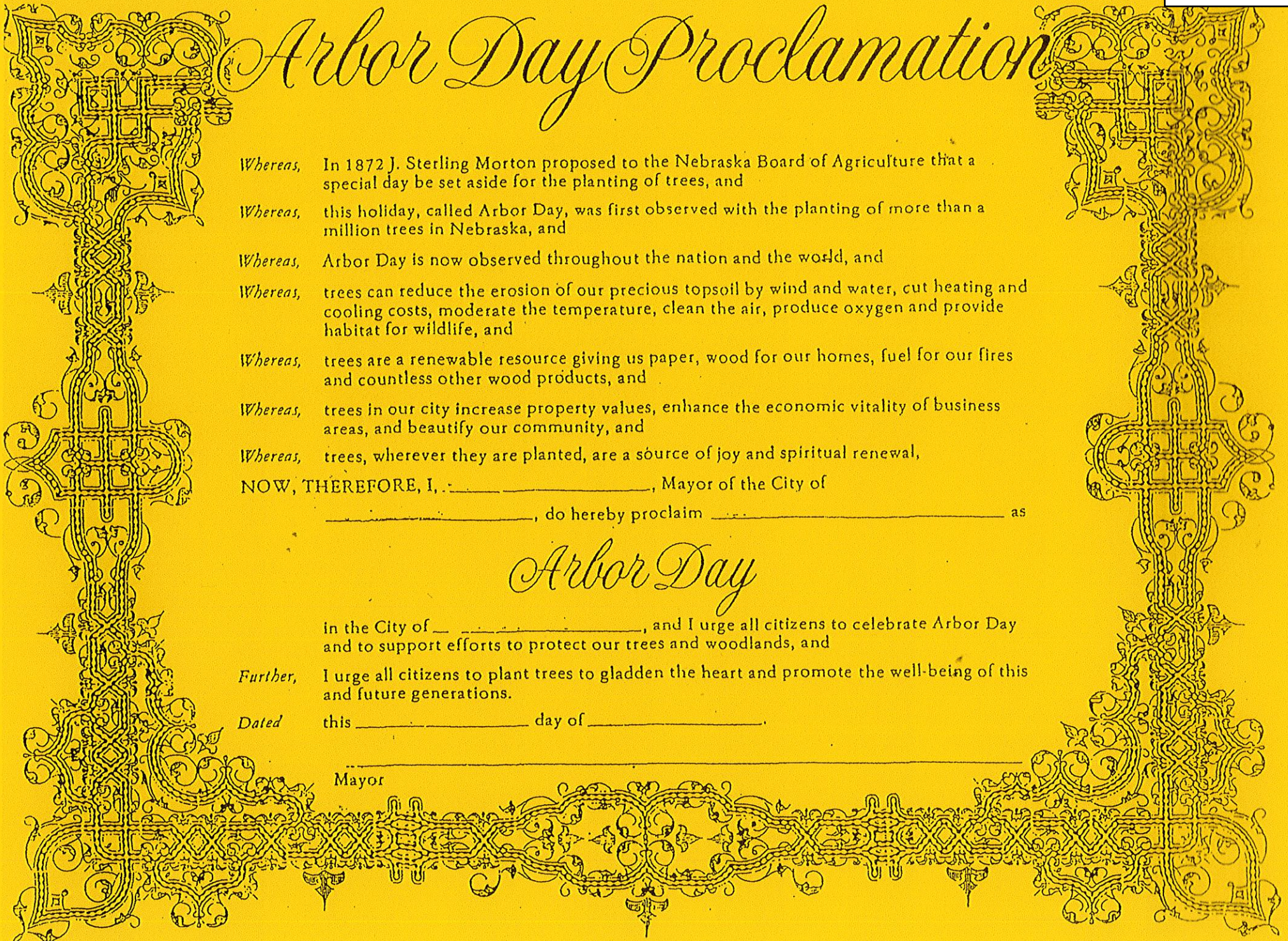
## Arbor Day

in the City of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor





## LIBRARY DIRECTOR POSITION DESCRIPTION

### **POSITION OVERVIEW**

The Library Director is the Library Board's executive officer and has sole charge of administering the library. The success of the library depends on the balance of teamwork from the Library Board, library staff, volunteers, city staff and the City Commission.

### **SUPERVISION RECEIVED**

This position is under the direct supervision of the Library Board.

### **SUPERVISION EXERCISED**

This position has supervisory responsibilities for all library staff.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Plan, implement and evaluate services of the library. Be responsible for all administrative decisions within the framework of policies approved by the Library Board.
- Serve as ex officio member of the Library Board, providing advice, recommendations and assistance. Keep the board informed of the library's needs and long-range plans. Maintain policies and procedures manuals. Prepare reports on library operations, including monthly report to the board and the annual report to the State Library.
- Manage, supervise, and train staff in library procedures, the circulation system, and basic reference and reader's advisory duties. Schedule, organize and evaluate the work of library staff to achieve established goals and objectives for library services.
- Oversee development and implementation of collection development policies and procedures. Work with library staff and direct all functions essential to the development of the library collection including the annual inventory.
- Assure a functioning on-line circulation system, wireless and wired networks for staff and the public. Coordinate with city staff to maintain and improve technology services including library computers, training,

systems and software. Stay up to date with ILS functions, reports and training.

- Understand and value the significance of the Library's historic collections and archives, collaborating with City Archives personnel to promote and preserve these collections.
- Work with the Library Board to prepare the annual budget and then administer the budget, including monitoring all revenues and expenses and approving and coding bills.
- Assure that the library facility, grounds, and equipment are working properly. Communicate with appropriate City departments to accomplish this.
- Work at least one shift per week on public service desk to assure connection to the community. Share in rotating Saturdays with other staff at least once a month.
- Participate in the Black Hills Library Consortium and Libraries of Lawrence County meetings.
- Engage in statewide library development through the South Dakota Library Association, the State Library and other professional organizations and encourage staff to do the same.
- Seek out additional funding sources. Research, write and develop grant applications. Work with Finance Department to administer all aspects of awarded grants.
- Actively educate self to stay current with changing technical and philosophical developments in the library world and implement those that are useful and beneficial to the local library and its patrons.
- Perform other duties as assigned by the Library Board.

### **PERIPHERAL DUTIES**

- The Library Director shall perform the duties of secretary of the Board and shall attend all Board meetings except when his/her employment or salary is to be discussed.

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### **DESIRED MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE**

- Bachelor's degree with library experience. Master in Library Science preferred.

- Budgetary experience and knowledge of the principles and practices of public library administration.
- Knowledge of the service programs provided in a public library including acquisitions, reference, circulation, programming, and cataloging.
- Knowledge of library automation, networking, and computer software.

### **NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Individual must be able to work unsupervised, interact with the public, and be able to follow directions completely and accurately.

### **SPECIAL REQUIREMENTS**

None.

### **TOOLS AND EQUIPMENT USED**

Personal and public computers, telephones, printers and copy machines.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with

disabilities to perform the essential function. The noise level in the work environment is moderately noisy.

### **SELECTION GUIDELINES**

Formal applications, rating of education and experience, oral interviews and reference check; job related tests may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

### **FUNCTIONAL JOB DESCRIPTION**

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

Position: Librarian

Employee Name: \_\_\_\_\_

Physician Approval: \_\_\_\_\_

Date Developed: 03/25/05 Revisions: 4/17/25

### **PHYSICAL DEMANDS**

Note: In terms of an eight hour workday.

<b>ACTIVITY</b>	<b>HOURS AT ONE TIME</b>	<b>TOTAL IN AN 8 HOUR DAY</b>	<b>COMMENTS</b>
Sit	1	4	
Stand	1	2	
Walk	1	2	

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

<b>ACTIVITY</b>	<b>NON E</b>	<b>OCCASIONAL</b>	<b>FREQUENTLY</b>	<b>CONTINUOUSLY</b>	<b>COMMENTS</b>
Bend/Stoop			X		
Squat	X				
Crawl	X				
Climb		X			
Reach			X		
Reach above shoulder level			X		
Crouch	X				
Kneel		X			
Balance	X				
Push/Pull		X			

<b>ACTIVITY</b>	<b>MAXIMUM</b>	<b>FREQUENTLY</b>	<b>CONTINUOUSLY</b>	<b>COMMENTS</b>
Carry (pounds)	25 pounds	10 pounds		
Lift (pounds)	25 pounds	10 pounds		

<b>ACTIVITY</b>	<b>RIGHT</b>	<b>LEFT</b>	<b>COMMENTS</b>
Use of foot controls.	X	X	
Simple hand grasping	X	X	
Firm hand grasping	X	X	Shelving books.
Fine manipulating	X	X	Computer/phone

**SENSORY PERCEPTIONS**

<b>ITEM</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.		X	
Color Perception		X	
Depth Perception		X	
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	N/A		
Requires protective clothing or personal protective devices.		X	
Correctable vision to 20/40 Near/Far	X		Close work

**ESSENTIAL FUNCTIONS**

<b>WORKING CONDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.		N/A	
The worker is subject to outside environmental conditions; no effective protection from weather.		N/A	



The worker is subject to both environmental conditions; activities occur inside and outside.		X	
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		N/A	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		N/A	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.		X	
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.		X	
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.		X	
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.		X	
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X	

Worker is subject to night work hours.	X		
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### MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency		X	
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.		X	
Make non-routine or unexpected judgments.		X	
Operate in absence of clear expectations or procedures.		X	
Operate under short time frames; deadlines		X	
Serious consequences of error.		X	
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		

<p><b>Communication Skills:</b></p> <p>Develop written communications requiring grammar skills.</p> <p>Interact with customers on an explanatory basis.</p> <p>Interact with groups of people.</p>	X		
<p><b>Math Skills:</b></p> <p>Basic skills of addition, subtraction, and multiplication.</p> <p>Advanced math skills.</p>	X	X	
<p><b>Reading Skills:</b></p> <p>Basic instructions material</p> <p>Technical information</p>	X	X	

**JOB DESCRIPTION EMPLOYEE AGREEMENT  
for Librarian**

I, \_\_\_\_\_, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Updated and approved by the City Commission on March 17<sup>th</sup>, 2025.

Ketel Thorstenson, LLP  
P.O. Box 3140  
Rapid City, SD 57709

This representation letter is provided in connection with your audit of the financial statements of the City of Deadwood (the City), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief as of the date of this letter, the following representations made to you during your audit.

#### **Financial Statements - General**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 6, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with GAAP. In regard to such estimates, management represents:
  - The significant judgments made have considered all relevant information of which we are aware,
  - The process used to determine estimates is appropriate and consistent,
  - The assumptions appropriately reflect our intent and ability to carry out specific courses of action,
  - The disclosures, including those describing estimation uncertainty, are complete and appropriate,
  - When necessary, appropriate specialized skills or expertise have been applied,
  - No subsequent events have occurred that would require adjustment to the estimates or related financial statement disclosures, and
  - The decision to exclude any accounting estimates not recognized or disclosed in the financial statements was made after considering the appropriate recognition and disclosure criteria in GAAP.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statement or in the schedule of findings.
- We are responsible for adjusting the financial statements to correct material misstatements, and we affirm that the effects of the uncorrected misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.
- The financial statements include all fiduciary activities required by GASB Statement No. 84, as amended.
- The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

#### **Financial Statements – Account Balances**

- Deposits and investment securities are properly classified as to risk and are properly disclosed.
- The methods and significant assumptions used to determine fair values of financial instruments are quoted prices in active markets. They result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
- Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value by a properly identified and recorded provision for uncollectible receivables.
- Inventory quantities at the financial statement dates were determined from physical counts or from the government unit's perpetual inventory records, which have been adjusted on the basis of physical inventories taken by competent employees during the year.
- Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated, or amortized.
- We meet the GASB-established requirements for accounting for eligible infrastructure assets using the modified approach.
- All commitments for the purchase of property, plant, and equipment have been disclosed. There are no significant idle or nonoperating fixed assets or assets held for resale.

- Capital assets, including intangible assets, have been evaluated for impairment as a result of significant and unexpected decline in service utility. Impairment loss and insurance recoveries have been properly recorded.
- We believe all material expenditures that have been deferred to future periods will be recoverable.
- Agreements to repurchase assets previously sold have been properly disclosed.
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral except as made known to you and disclosed in the financial statements. All material leases are properly recorded and disclosed in the financial statements.
- Direct borrowings and direct placements of debt have been properly segregated from other debt; and unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant defaults or termination events with finance-related consequences, and significant subjective acceleration clauses have been properly disclosed.
- We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASB Statement No. 91.
- We are in compliance with all tax or debt limits, and any related debt covenants, and all such items have been properly disclosed.
- We have appropriately identified, recorded, and disclosed subscription-based information technology arrangements in accordance with GASB Statement No. 96, if any.
- Actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances. We have adequately considered the qualifications of specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
- Deferred compensation agreements or pension plans are properly recorded and disclosed.
- Tax abatement agreements have been properly disclosed in the financial statements, including the names of all governments involved, the gross amount and specific taxes abated, and additional commitments.
- Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances, line-of-credit, or similar arrangements have been properly recorded and/or disclosed.
- Net position components (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (non-spendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
- We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We are following our established accounting policy regarding which resources, (i.e. restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Special and extraordinary items are appropriately classified and reported, if applicable.
- Participation in a public entity risk pool has been properly reported and disclosed.

#### Information Provided

- We have provided you with:
  - Access to all information of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
  - All audit or relevant monitoring reports, if any, received from funding sources.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - All minutes of meetings of the governing board and related committees and summaries of actions of recent meetings for which minutes have not yet been prepared.
  - All communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
  - Previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards. There were no significant accounting system or control breakdowns during the audit period, and no accounting data was lost.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements and communicated by employees, former employees, grantors, regulators, or others.
- We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws, regulations (including those pertaining to adopting, approving, and amending budgets), contracts or grant agreements, or waste or abuse, whose effects should be considered when preparing the financial statements or as a basis for recording a loss contingency, or for reporting on non-compliance.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources and fund balance or net position.



- We have provided you with all of the information that is relevant to our plans to mitigate the adverse effects of conditions and events that indicate there is substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time, including our evaluation of the likelihood that those plans can be effectively implemented.
- We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions, including any side agreements, of which we are aware.
- We are responsible for compliance with laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds. There are no violations or possible violations (including budget ordinances and debt covenants) whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of identified and suspected fraud and noncompliance with provisions of laws and regulations, and contracts and grant agreements that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- We have a process to track the status of audit findings and recommendations, when applicable.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions for the report, if applicable.
- If applicable, we have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements, that you have reported to us.
- We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting the information in our general ledger into a working trial balance. We agree with the classifications of the trial balance that were utilized in the financial statement preparation (see attached).

In addition, you prepared the adjusting journal entries necessary to ensure the financial statements are not materially misstated, and we acknowledge that we have reviewed and approved those entries and accepted responsibility for them (see attached). We are in agreement with those adjustments, and they will be recorded in our records.

Also, as part of your audit, you assisted with preparation of the financial statements and disclosures and schedule of expenditures of federal awards, from the trial balance. You also performed the following non-audit services: pension adjustments, GASB 34 adjustments, data collection form preparation, and assistance with implementation of new accounting standards. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably in senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and ensure that the entity's data and records are complete and receive sufficient information to oversee the services.

We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.

- We acknowledge that we have omitted the RSI, which includes management's discussion and analysis, budgetary comparison information, and pension schedules.
- We acknowledge our responsibility for presenting the supplementary information (which includes the supplementary schedules of Schedule of Expenditures of Federal Awards) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior year, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

#### Compliance – Uniform Grant Guidance

- With respect to federal award programs:
  - We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), relating to preparation of the Schedule of Expenditures of Federal Awards (SEFA).
  - We acknowledge our responsibility for presenting the SEFA and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior year, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
  - If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
  - We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
  - We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program.
  - If applicable, we are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
  - We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
  - We have received no requests from a federal agency to audit one or more specific programs as a major program.

- We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards, and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards, as applicable.
- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, Subpart E).
- We have disclosed to you our interpretation of any compliance requirements that may have varying interpretations.
- We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.
- If applicable, we have monitored subrecipients to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- If applicable, we have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- If applicable, we have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- We have charged costs to federal awards in accordance with applicable cost principles.
- We are responsible for and have accurately prepared the Summary Schedule of Prior Audit Findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

- We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- If applicable, we have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Sincerely yours,

**CITY OF DEADWOOD**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Commission President

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



February 11, 2025

City Council and Management  
 City of Deadwood, South Dakota  
 102 Sherman Street  
 Deadwood, South Dakota 57732

Please allow us to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This letter constitutes an agreement between the City of Deadwood, South Dakota (the City) and Casey Peterson, LTD.

We will assist the City in preparing for the 2024 audit. Our services will include:

- preparing audit workpapers;
- reviewing account reconciliations;
- preparing account reconciliations where not already performed by staff; and
- analyzing account balances to identify errors and identifying the journal entries necessary to correct those errors.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

Our fees for these services are based on time spent and will be calculated at our regular hourly rates as listed below:

Associate Staff	\$160
Senior Staff	\$190
Manager	\$210
Shareholder	\$320

You will also be billed for travel costs, if applicable. We anticipate our fees for these services will not exceed \$20,000. If it is determined our fees will exceed this amount, we will obtain approval from management and/or the City Council before proceeding with our work and incurring the additional fees. Invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

This engagement does not contemplate the preparation of financial statements. Any additional accounting services not listed above will be outlined in a separate engagement letter and billed separately.

City of Deadwood, South Dakota  
February 11, 2025  
Page 2 of 3

In connection with this engagement, we may communicate with you or others via personal fax or e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure or communication of e-mail transmissions, or the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep electronic records related to this engagement for seven years. Casey Peterson, LTD does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Casey Peterson, LTD does not accept responsibility for hosting client information. Therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Casey Peterson, LTD shall be free to destroy our records related to this engagement.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your confidential information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Casey Peterson, LTD both agree that any dispute over fees charged by Casey Peterson, LTD to the City will be submitted for resolution by arbitration in accordance with the American Arbitration Association's applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of the applicable state. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

City of Deadwood, South Dakota  
February 11, 2025  
Page 3 of 3

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign it and return it to us.

Sincerely,

*Casey Peterson, LTD*

Casey Peterson, LTD  
Rapid City, South Dakota

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Deadwood South Dakota by:

Signature\_\_\_\_\_

Title (Management Representative)\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Title (City Council Representative)\_\_\_\_\_

Date\_\_\_\_\_



Ketel Thorstenson, LLP  
 810 Quincy Street Rapid City, SD 57701  
 P: 605.342.5630 | F: 605.342.2172  
 E: info@ktllp.com

March 3, 2025

City of Deadwood  
 102 Sherman Street  
 Deadwood, SD 57732

Dear Client:

We are pleased to confirm our understanding of the services we are to provide for the City of Deadwood (the City) for the year ended December 31, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the entity's basic financial statements as of and for the year end stated above. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The City has elected to omit the RSI including, the Management Discussion and Analysis, Budgetary Comparison Schedules, Schedule of the City's Proportionate Share of the Net Pension Asset (Liability), and Schedule of City Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

#### 1. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).



**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2), fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although our audit planning has not yet been concluded, we anticipate the following significant risks of material misstatement will be identified:

1. Revenue recognition
2. Management override of controls

If we conclude that the above risks are no longer significant or if new significant risks are identified, we will communicate those to you as part of our planning process.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures – Internal Control**

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls, and accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the twelve months after the financial statements date or shortly thereafter (for example within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the SEFA (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the SEFA in any document that contains, and indicates that we have reported on, the SEFA. You also agree to include the audited financial statements with any presentation of the SEFA that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the SEFA in accordance with the Uniform Guidance; (2) you believe the SEFA, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, are fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Other Services**

We will assist in preparing the financial statements and related notes, including GASB 34 adjustments, the Schedule of Expenditures of Federal Awards (SEFA) and related notes, and the data collection form of the City in conformity with GAAP based on information provided by you. Other non-audit services provided by Ketel Thorstenson, LLP and its affiliates are:

1. Pension adjustments
2. Assistance with implementation of new accounting standards

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, SEFA and related notes, and data collection form preparation services, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter the services provided and our assistance with the preparation of the financial statements, the SEFA, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the SEFA, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

Jeff Yennie is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 28, 2025 and to issue our reports soon thereafter.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate. If the engagement is rescheduled due to lack of providing enough information in a timely manner, we may assess a rescheduling fee up to 10 percent of your service fee, with a minimum rescheduling fee of \$1,000. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining your approval.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will utilize portals, collaborative, virtual workspaces in a protected, online environment. Our portals permit real-time collaboration across geographic boundaries and time zones and allow us to share data, engagement information, knowledge, and deliverables in a protected environment. To use the portals, you may be required by the provider of portals to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of the portals and agree to indemnify and hold us harmless with respect to all claims arising from your misuse of the portals.

You are responsible for maintaining your own copy of information provided on the portals. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on the portals may be deleted at any time.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal or encrypted email, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

In providing our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use third-party service providers, subcontractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external parties") to assist us. We may provide your confidential information to external parties in support of our services. We require our external parties to have established procedures and controls designed to protect client confidentiality and maintain data security. Our firm remains responsible for exercising reasonable care in providing our services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to external parties, if such disclosure is necessary to deliver professional services or provide support services to our firm.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Ketel Thorstenson, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our audit personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Your acceptance of this engagement letter will serve as your advance consent to our compliance with these requests. We may bill you separately for our time and expenses in responding to any such requests.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by your oversight or grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

If you have engaged Ketel Thorstenson, LLP to assist with your BOI reporting, that service will be governed by a separate engagement letter.

Our professional fees for the services outlined above will be \$36,750 for the audit, and \$8,000 for the Uniform Guidance audit, which includes one major program, plus applicable sales tax. Any additional major programs will be charged at a rate of \$5,000 per program. This fee is based upon the complexity of the work to be performed and our professional time. You will also be billed for our professional time for implementation of any new accounting standards applicable in 2024. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. If you choose to have us maintain lease calculations and schedules, an additional fee of \$150 per lease will be billed. You will also be billed for travel and other out-of-pocket costs such as postage. We will provide you with an electronic copy of the financial statements. If you elect to have paper copies produced by us, they will be billed at \$25 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Our audit engagement ends on delivery of our audit report. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Either party may terminate this agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the City in legal, administrative, arbitration, or similar proceedings to which we are not a party, the City shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the state noted above.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Notwithstanding anything to the contrary in this agreement, Ketel Thorstenson, LLP shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

You agree that any claim arising out of this agreement shall be commenced within 3 years from the date our services conclude as outlined in this agreement, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Ketel Thorstenson, LLP.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

You acknowledge we have invested time and money into developing and training our personnel. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of fifty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract, when requested by you. Our September 23, 2022, peer review report accompanies this letter.

We understand that our services are subject to advance approval by the Auditor General. Such approval should be requested by you directly to the Auditor General.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to you. Please sign below and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our engagement, and our respective responsibilities.

Sincerely,

KETEL THORSTENSON, LLP

Jeff T. Yennie, CPA, CVA  
Partner

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This letter correctly sets forth our understanding of our contract. I have read it and fully understand its terms and provisions.

Management Signature: \_\_\_\_\_

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

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

Governance Signature: \_\_\_\_\_

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

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



## Report on the Firm's System of Quality Control

To the Partners of Ketel Thorstenson, LLP  
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP (the Firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The Firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ketel Thorstenson, LLP has received a peer review rating of *pass*.

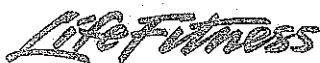
*Anderson Zurmuehlen + Co, P.C.*

Billings, Montana  
September 23, 2022

## MARKETING AND PROMOTION AGREEMENT

This Marketing and Promotion Agreement between the City of Deadwood (hereinafter “City”), its Business Improvement District No. 7, (hereinafter “Bid #7”), and ZCN, LLC, (hereinafter “ZCN”), effective as of the date of the last signature on the signature page, sets forth the terms for which ZCN will provide marketing and promotion for special events, meetings, and conventions to be held in Deadwood, South Dakota, at the Deadwood Mountain Grand Resort and Casino.

1. **Term.** The term of this Agreement shall be ten (10) years, ending on December 31, 2034, unless canceled as described in the sections below.
2. **Purpose.** BID #7 was created for the purpose of funding authorized uses intended to improve the City’s ability to attract visitors who will patronize the local lodging industry.
3. **Scope of Services.** ZCN will provide convention, meeting, and event center sales and marketing services in connection with usage by BID #7 at the Deadwood Mountain Grand Event Center. ZCN will provide a minimum of seventy-five (75) event days each year.
4. **Payment.** Each year in June, BID #7 will set aside for payment to ZCN ninety-five percent (95%) of the collected BID #7 Occupancy Taxes, up to a maximum of three hundred thousand (\$300,000) dollars for operations and up to ~~two hundred two hundred fifty thousand~~ (\$250,000) dollars for marketing and promotions of the Deadwood Mountain Grand Event Center. This amount will be calculated from the previous year’s BID #7 Occupancy Taxes and shall be subject to the seventy-five percent (95%) limitation as set forth herein.
5. **Annual Review.** The Parties agree that an Advisory Board consisting of representatives of BID #7, the City, the Deadwood Chamber of Commerce, and ZCN will meet annually to review promotion activities.
6. **Occupancy Tax.** BID #7 agrees to keep the two (\$2.00) dollar per night occupancy tax in effect during the ten (10) year term of this Agreement.
7. **Default by ZCN.** If ZCN fails to provide a minimum of seventy-five (75) event days each year, this Agreement may be cancelled on the next anniversary date, provided that the City and BID #7 give at least six (6) months written notice to ZCN prior to the anniversary date. If ZCN fails to perform or complete any of the covenants, terms, conditions, obligations, or responsibilities contemplated under this Agreement, the City shall no longer be obligated or required to allocate, hypothecate, pledge, or dedicate



LIFE FITNESS  
Main (800)735-3867

## INVOICE

INVOICE #	7885265
ORDER #	2004425
CUSTOMER PO #	3771393
INVOICE DATE	26-DEC-24
DUE DATE	25-JAN-25
BILL TO #	193371
SHIP TO #	193371

**BILL TO:**  
CITY OF DEADWOOD  
RECREATION CENTER  
105 SHERMAN ST  
DEADWOOD SD 57732-1316

**SHIP TO:**  
CITY OF DEADWOOD  
RECREATION CENTER  
105 SHERMAN ST  
DEADWOOD SD 57732-1316

PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN REMITTED.

Due Date:		Sales Rep:		Terms of Sales:		Shipping Terms:		Ship Date:	
25-JAN-25		MAY, HEATHER		NET 30				26-DEC-24	
QTY ORDERED	QTY SHIP	B/O	PART NO.	DESCRIPTION/SERIAL#		UNIT PRICE	EXTENSION		
1	1	0	SS-HAA	INSIGNIA HIP ABDUCTION/ADDUCTION SS1HAAR24501162		5,200.64	5,200.64		
1	1	0	SS-AB	INSIGNIA ABDOMINAL SS1AB1R24501117		4,362.88	4,362.88		
1	1	0	SS-CPX	INSIGNIA CHEST PRESS - DUAL AXIS SS1CPXR24501248		4,789.24	4,789.24		
1	1	0	OP-LCE	AXIOM LEG CURL/EXTENSION 102441M21198 102415M07508		3,075.64	3,075.64		
1	1	0	OP-LCE-0221-101	Wheat Uph		99.28	99.28		
1	1	0	LBR-DB	LF B&R ADJUSTABLE DECLINE BENCH LBRDB1R24450865		1,223.32	1,223.32		
1	1	0	LBR-MA	LF B&R MULTI ADJUSTABLE BENCH LBRMA1R24390090		1,270.92	1,270.92		
1	1	0	FW-AC	HAMMER STRENGTH SEATED ARM CURL HBRBC1W24430056		1,054.00	1,054.00		
1	1	0	ELT-HR-STRD	HD ELITE ID STANDARD HALF RACK ELTHR1F24470003		3,954.88	3,954.88		
1	1	0	FW-D1	HAMMER STRENGTH DUMBBELL RACK SINGLE TIER HBRDR1W24510240		894.88	894.88		
1	1	0	FW-D3	HAMMER STRENGTH DUMBBELL RACK THREE TIER HBRDR3W24470035		1,258.00	1,258.00		
1	1	0	SS-HAA-4003	C-LB Weight Stack		135.32	135.32		
1	1	0	HS-OB-4001-01	HAMMER OLYMPIC BAR,25MM,CHROME,BEARING,15KG		792.20	792.20		

Page 1 of 2  
CONTINUED ON NEXT PAGE  
SEE LAST PAGE FOR TOTALS.



LIFE FITNESS  
Main (800)735-3867

INVOICE

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105 SHERMAN ST  
DEADWOOD SD 57732-1316

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Due Date:		Sales Rep:		Terms of Sales:		Shipping Terms:		Ship Date:	
25-JAN-25		MAY, HEATHER		NET 30				26-DEC-24	
QTY ORDERED	QTY SHIP	B/O	PART NO.	DESCRIPTION/SERIAL#	UNIT PRICE	EXTENSION			
2	2	0	MJ-CORE	MJ CORE TOWER MJSCORR24490817 MJSCORR24470863	1,263.44	2,526.88			
1	1	0	MJLP-STA	MJLP STATION MJSPD1R24500845	2,291.60	2,291.60			
1	1	0	MJRW-STA	MJ ROW MJSRW1R24501220	2,291.60	2,291.60			
1	1	0	MJDPH-STA	MJ DUAL PULLEY HIGH MJSDPHR24501391	2,755.36	2,755.36			
1	1	0	MJDPL-STA	MJ DUAL PULLEY LOW MJSDPLR24501208	2,755.36	2,755.36			
1	1	0	MJTP-STA	MJ TRICEP PUSHDOWN MJSTP1R24490817	1,649.00	1,649.00			
1	1	0	MJAP-STA	MJ ADJUSTABLE PULLEY MJSAP1R24501351	2,191.64	2,191.64			
1	1	0	SS-AB-4003	C-LB Weight Stack	135.32	135.32			
1	1	0	SS-CPX-4003	C-LB Weight Stack	135.32	135.32			
				FREIGHT ALL	QUOTED FREIGHT CHARGES	2,398.20			
				INSTALLATION	Installation Charges	5,471.63			

<b>Order Comments:</b>	SUB-TOTAL	52,713.11
	TAX	0.00
	PAYMENTS/ADJUSTMENTS:	(19,771.00)
	BALANCE DUE:	32,942.11
		AS OF 27-FEB-2025

DETACH PAYMENT STUB AND RETURN WITH CHECK PAYABLE TO: LIFE FITNESS

Page 2 of 2

INVOICE: 7885265  
CUSTOMER PO: 3771393  
INVOICE DATE: 26-DEC-24  
DUE DATE: 25-JAN-25  
BALANCE DUE: 32,942.11  
AS OF 27-FEB-2025

MAIL THIS PORTION ALONG WITH PAYMENT TO:  
LIFE FITNESS  
2716 NETWORK PLACE  
CHICAGO IL 60673-1271

FOR CHANGE OF ADDRESS CHECK HERE AND FILL OUT  
NEW ADDRESS INFORMATION ON OTHER SIDE.

TERMS AND CONDITIONS CAN BE FOUND AT: <https://www.lifefitness.com/en-us/legal/terms-conditions>



LIFE FITNESS  
Main (800)735-3867

**INVOICE**

INVOICE #	7886269
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DEADWOOD SD 57732-1316

PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN REMITTED.

Due Date:		Sales Rep:		Terms of Sales:		Shipping Terms:		Ship Date:	
26-JAN-25		MAY, HEATHER		NET 30				27-DEC-24	
QTY ORDERED	QTY SHIP	B/O	PART NO.	DESCRIPTION/SERIAL#		UNIT PRICE	EXTENSION		
1	1	0	SS-ADC	INSIGNIA ASSIST DIP CHIN SS1ADCR24510638		4,337.72	4,337.72		
1	1	0	MJAXO-STA	MJAXO STATION MJSAXOR24491279		4,283.32	4,283.32		
1	1	0	SS-ADC-4003	C-LB Weight Stack		135.32	135.32		
			FREIGHT ALL	QUOTED FREIGHT CHARGES			426.30		
			INSTALLATION	Installation Charges			716.00		

<b>Order Comments:</b>	SUB-TOTAL	9,898.66
	TAX:	0.00
	PAYMENTS/ADJUSTMENTS:	(4,403.39)
	BALANCE DUE:	5,495.27
	AS OF 27-FEB-2025	

DETACH PAYMENT STUB AND RETURN WITH CHECK PAYABLE TO: LIFE FITNESS

Page 1 of 1

INVOICE: 7886269  
 CUSTOMER PO: 3771393  
 INVOICE DATE: 27-DEC-24  
 DUE DATE: 26-JAN-25  
 BALANCE DUE: 5,495.27  
 AS OF 27-FEB-2025

MAIL THIS PORTION ALONG WITH PAYMENT TO:

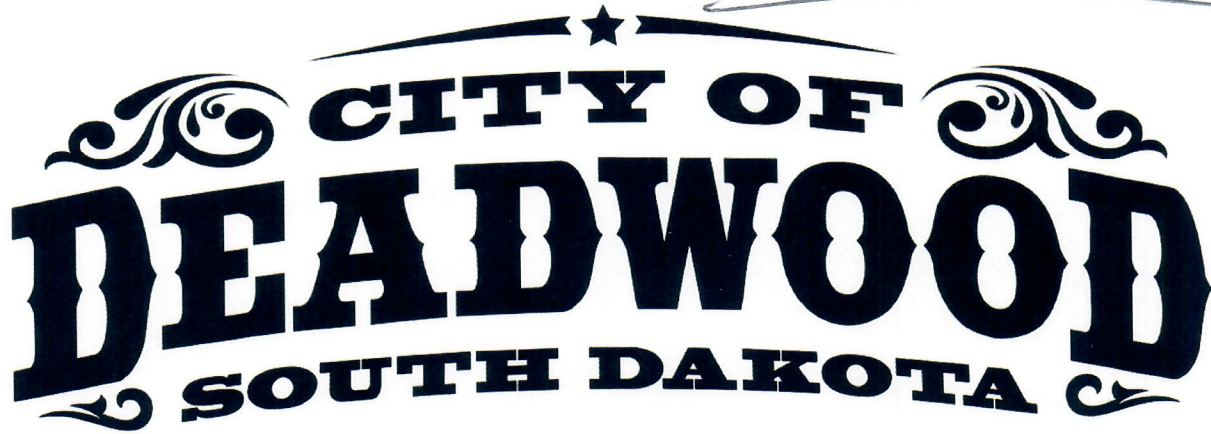
LIFE FITNESS  
2716 NETWORK PLACE  
CHICAGO IL 60673-1271

FOR CHANGE OF ADDRESS CHECK HERE AND FILL OUT  
NEW ADDRESS INFORMATION ON OTHER SIDE.

TERMS AND CONDITIONS CAN BE FOUND AT: <https://www.lifefitness.com/en-us/legal/terms-conditions>

*[The following text is extremely faint and largely illegible. It appears to be a list of items or a detailed report, possibly related to the 'Section 6 Item m.' header. The text is organized into several columns and rows, but the individual words and phrases are difficult to discern.]*

*Big Mick 2025*



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

---

**Instructions:**

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



### EVENT INFORMATION

<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 <u>Bike Ride</u>			

Event Title: The Big Mick

Event Date(s): 6/14/25 Total Anticipated Attendance: 125-150  
(month, day, year)

5:30-7pm  
on 6/13/25

(# of Participants 125 # of Spectators 25)

Actual Event Hours: (from: 5:00 AM/PM (to): 8:00 AM/PM)

Location / Staging Area: Parking lot @ Deadwood/Mickelson Trail Trailhead

Set up/assembly/construction 6/14/25 Start time: 5a AM/PM

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

Parking for ride participants  
organizers on site to hand out packets + send riders onto trail

Dismantle Date: 6/14/25 Completion time: parking only 8 AM/PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: n/a Cyclists will park at trailhead +  
retrieve vehicles by 8p-10p on 6/14/25 \* NO barricades

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

### OPEN CONTAINER n/a

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)  Noncommercial (nonprofit)

Sponsoring Organization: Mickelson Trail Affiliates

Chief Officer of Organization (NAME): Ann Cunningham

Applicant (NAME): Ann Cunningham Business Phone: (605) 673-5154

Address: PO Box 6038 Custer SD 57736  
(city) (state) (zip code)

Daytime phone: (605) 440-2400 Evening Phone: (605) 440-2400 Fax #: ( )

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

Name: n/a

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Ann Cunningham Pager/Cell # 605-440-2400

**(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).

NO  YES  
Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): all fees are collected in advance - no monies will be exchanged on event day  
Riders pre-register online

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

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

The Big Mick is an annual cycling event on the George S. Mickelson. Up to 125 cyclists will ride from Deadwood to Edgemont in one day - June 14, 2025

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- NO  YES  
Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: n/a

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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. n/a

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....	\$200.00
20' by 30' Set up and take down .....	\$400.00
20' by 40' Set up and take down .....	\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: We will be present for 2 hours + we

trash/waste will be generated

site needed strictly for parking

Other Related Event Components not covered above. n/a

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### SAFETY / SECURITY / ACCESSIBILITY

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

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

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

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

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

Security Organization Address: \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

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**? n/a

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 October 7, 2024

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: n/a  
Event will not impact residents + businesses

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO  YES  Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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

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

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

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

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

### PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO  YES  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

Via posters, website, social media + local businesses + chambers of commerce  
with mobile website

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: Ann Cunningham - MTA PHONE: 605-440-2400

Adopted October 7, 2024

### INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Black Hills Insurance  
 Agent's Name: Jesse Carr  
 Business Phone: (605) 342-5355 Policy Number: issued w/ kof abt Policy Type: general lib. \$2mil  
 Address: 820 St Joseph St Rapid City SD 57701  
(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.

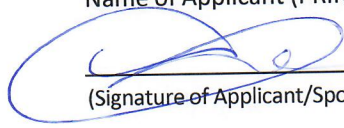
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

### 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.

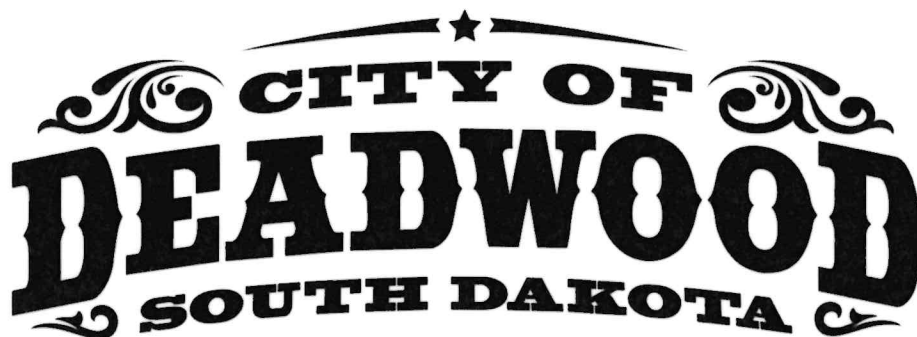
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules 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): Ann Cunningham Title: Owner/Organizer



(Signature of Applicant/Sponsoring Organization)

Date: 2/15/25



## Event Complex Rental and Use Agreement

Event: LD Youth Football and Cheer

Date of Event: 8/1/25-10/30/25

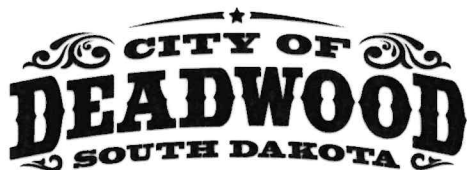
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and 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



# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule .....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview.....	8
• Facilities Use Agreement Indemnification and Insurance Clause.....	9
• Event Sponsor Release and Indemnification Agreement .....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment .....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s) .....	13
Building Rental Rules .....	14
Event Complex Parking Requirements.....	15
Responsibilities to and of Concessionaire.....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance.....	18
• General Business within the Complex .....	19
• Signs and Banners.....	20
City Services and Equipment .....	21-22
References.....	23



Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

**Contact Information:**

Name of Applicant: Justin Lux

Business/Organization: Lead/Deadwood Youth Football and Cheer

Mailing Address: 786 Stage Run Road

City, State Zip: Deadwood, SD, 57732

Business Phone: 605-639-1533 Cell Phone: \_\_\_\_\_

Email Address: juslux@gmail.com

**Dates Event Complex requested:**

Set up Date(s): 8.1.25 Hour(s): 4:00-6:00 pm

Event Date(s): 10/30/25 Hour(s): 4:00-6:00 pm

Clean-up Date(s): After each game/practice Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 100

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

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

Office use Only  
 Key #  
 Key #  
 Key #  
 Key #

## Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: Seth Reynolds Title: Co-Commissioner  
 Phone: 605-787-3003 Representing: LDYFCA

Name: Kat Sneesby Title: Treasurer  
 Phone: 605-580-1703 Representing: LDYFCA

Name: Brooke Anderson Title: Fundraising Coordinator  
 Phone: 605-920-1301 Representing: LDYFCA

Name: Lexi Lux Title: Cheer Director  
 Phone: 605-641-6779 Representing: LDYFCA

Name: Mike Sneesby Title: Member  
 Phone: 605-645-1644 Representing: LDYFCA

Name: Brad Myers Title: Member  
 Phone: 616-690-0764 Representing: LDYFCA

# Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a **\$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.**

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

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.**

**A Streaming Fee of \$200.00 PER DAY applies IF USED.**

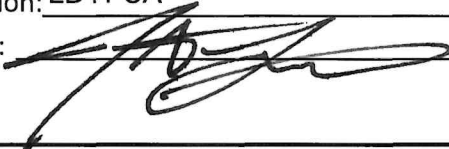
- Tent Rental, which is set and amended by resolution:**
- 10' by 10' Set up and take down.....\$200.00
  - 20' by 30' Set up and take down.....\$400.00
  - 20' by 40' Set up and take down.....\$600.00

**Water Usage Fee of \$50.00 per event IF USED.**

Deposit and Fees must be received before application can be approved.

City reserves the right to bill for additional fees if damages exceed deposit amount.  
Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Add 'l Set-up/Tear Down	\$ _____	<input checked="" type="checkbox"/>	Damage Deposit \$ _____
Baseball Fields	\$ _____	<input checked="" type="checkbox"/>	<b>Total Deposits</b> \$ <u>0</u>
Parking Lots Only	\$ _____	<input checked="" type="checkbox"/>	Alcohol Fee (Pg 18)
Tent	\$ _____	<input checked="" type="checkbox"/>	(\$100.00 per day) \$ _____
Event Complex Cleaning			
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
<b>Total Fees</b>	\$ <u>0</u>		

Organization: LDYFCA  
Signature:  Date: 2/21/25

Office Use only:  
Date Fees Paid: \_\_\_\_\_  
Date Deposit Paid: \_\_\_\_\_  
Fees Still Owed: \_\_\_\_\_  
Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Acknowledgement of Use Rules and Regulations

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

Initials JL

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials JL

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

Initials JL

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

Initials JL

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

Initials JL

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

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

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

Initials       
                  JL

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials       
                  JL

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

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

Organization: LDYFCA

Name: Justin Lux Title: Commissioner

Signature:  Date: 2/21/25

## 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 Football and Cheer practice at the baseball fields between 4:00 & 6:00 pm. We will work with other sports to accommodate their practices as necessary. There will be some Saturday games but the BHYFL has not completed a schedule yet. We will work with the school since they will have a lease for the facility.

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:

Participating in youth tackle football or youth sideline cheerleading

Initials JL

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES  NO

Initials JL

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

Initials JL

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

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

Initials JL

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 JL

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 JL

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 JL

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 JL

**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: LDYFCA

Name: Justin Lux Title: Commissioner

Signature:  Date: 2/21/25

## 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 Tackle Football , Youth Sideline Cheering

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:

\_\_\_\_\_  
Youth Tackle Football, Youth Sideline Cheering  
\_\_\_\_\_

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

## City of Deadwood Building Rental Rules

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


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

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

I have read and understand these rules.

Organization: LDYFCA

Name: Justin Lux Title: Commissioner

Signature:  Date: 2/21/25

## Event Complex Parking Requirements

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

The following rules are in force:

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

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


Additional Notes:

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

I have read and understand these rules.

Organization: LDYFCA

Name: Justin Lux Title: Commissioner


Signature:  Date: 2/21/25

### 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: LDYFCA  
 Name: Justin Lux Title: Commissioner  
 Signature:  Date: 2/21/25



## Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

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

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

Organization: LDYFCA Name: Justin Lux

Title: Commissioner Signature: 

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## Liability Insurance

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

Name of Insurance Company: Will be provided by BHYFL at a later date

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 JL

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 JL

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 JL

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 JL

Organization: LDYFCA

Name: Justin Lux Title: Commissioner

Signature:  Date: 2/21/25

## Event Complex Sign and Banner Policy

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

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

Organization: LDYFCA

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 2/21/25

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

### Renter Reference Sheet

Renter/Organization Name: LDYFCA

**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: City of Deadwood only 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: \_\_\_\_\_

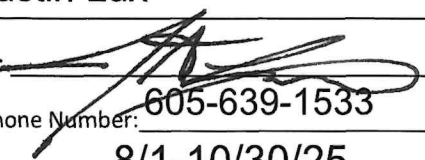
Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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: LDYFCA

Name: Justin Lux Title: Commissioner

Signature:  Date: 2/21/25

Daytime Phone Number: 605-639-1533

Date of your Event(s): 8/1-10/30/25 Group/Event Name: LDYFCA



- Civil Engineering
  - Water Resources
    - Transportation
      - Geospatial Solutions

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March 10, 2025

Kevin Kuchenbecker  
 Deadwood Historic Preservation  
 108 Sherman Street  
 Deadwood, SD 57732

**Re: 142 Sherman Street, Deadwood, SD – Deadwood Historic Preservation Commission/City of Deadwood Elevation Certificate**

Dear Kevin,

Avid4 Engineering (Avid4) is pleased to submit this fee proposal to complete an elevation certificate for the above referenced property. This fee proposal outlines the necessary scope of work and estimated fee to prepare an elevation certificate of 142 Sherman Street, Deadwood, SD.

As you are probably aware, the structure in question is located within the Whitewood Creek floodplain. The effective Flood Insurance Rate Map (FIRM) is dated April 17, 2012. The floodplain was subsequently revised with LOMR 13-08-1250P with effective date of April 17, 2014. Reviewing the FIRM, it appears the structure is located within the 1%-annual chance (100-yr) floodplain. The following outlines the specifics we must do in order to provide you with an elevation certificate. We have attached a figure showing the location of the structure in question.

To complete an elevation certificate for this property, we will need to complete a level loop from a known elevation benchmark. Due to our recent surveying work completed in Deadwood, there are a couple of control points we or South Dakota Department of Transportation (SDDOT) have established near the property. We will be able to use one of these benchmarks to complete the level loop if they are still present. We must run a level loop from the benchmark to the project site and then return to the benchmark. After the level loop is completed, we will measure the lowest adjacent grade (LAG), the highest adjacent grade (HAG), the finished floor elevation(s) of the structure as well as collect the necessary photos required as part of the elevation certificate. We will provide the appropriate FIRM panel number and map effective date on the elevation certificate. Once the elevation certificate is prepared, we will submit it to you along with any other relevant information for you to submit it to the appropriate authorities.

**The estimated fee to complete the Elevation Certificate as outlined is \$2,500.00.**

This fee proposal assumes that standard mapping information available from FEMA Map Service Center is sufficient. No FEMA data requests area included in this fee.

We will complete this work for the above scope on a time and materials basis in accordance with the attached General Terms Conditions and current schedule of charges up to the estimated fee; we will not perform any out-of-scope work without written approval from you. We will only charge you for the time and materials spent on this project to complete the work. If this fee proposal is satisfactory, please sign and return to us the attached Short Form Contract Agreement. We will then sign and return a fully-executed



March 10, 2025  
Page 2 of 2

contract to you for your records. Based on our current workload and weather conditions permitting, we can have the contemplated scope of work completed by March 28, 2025, if we receive a signed contract by the end of business on March 14, 2025.

Thank you for the opportunity to provide you with a proposal to complete the above professional services. If you have any questions, comments, or believe any of the assumptions we have made should be modified don't hesitate to contact us at 605-343-3311 or via email at [davidlowe@avid4eng.com](mailto:davidlowe@avid4eng.com) or [davemuck@avid4eng.com](mailto:davemuck@avid4eng.com).

Sincerely,  
Avid4 Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'David Lowe', with a stylized flourish at the end.

David Lowe, PE/LSI

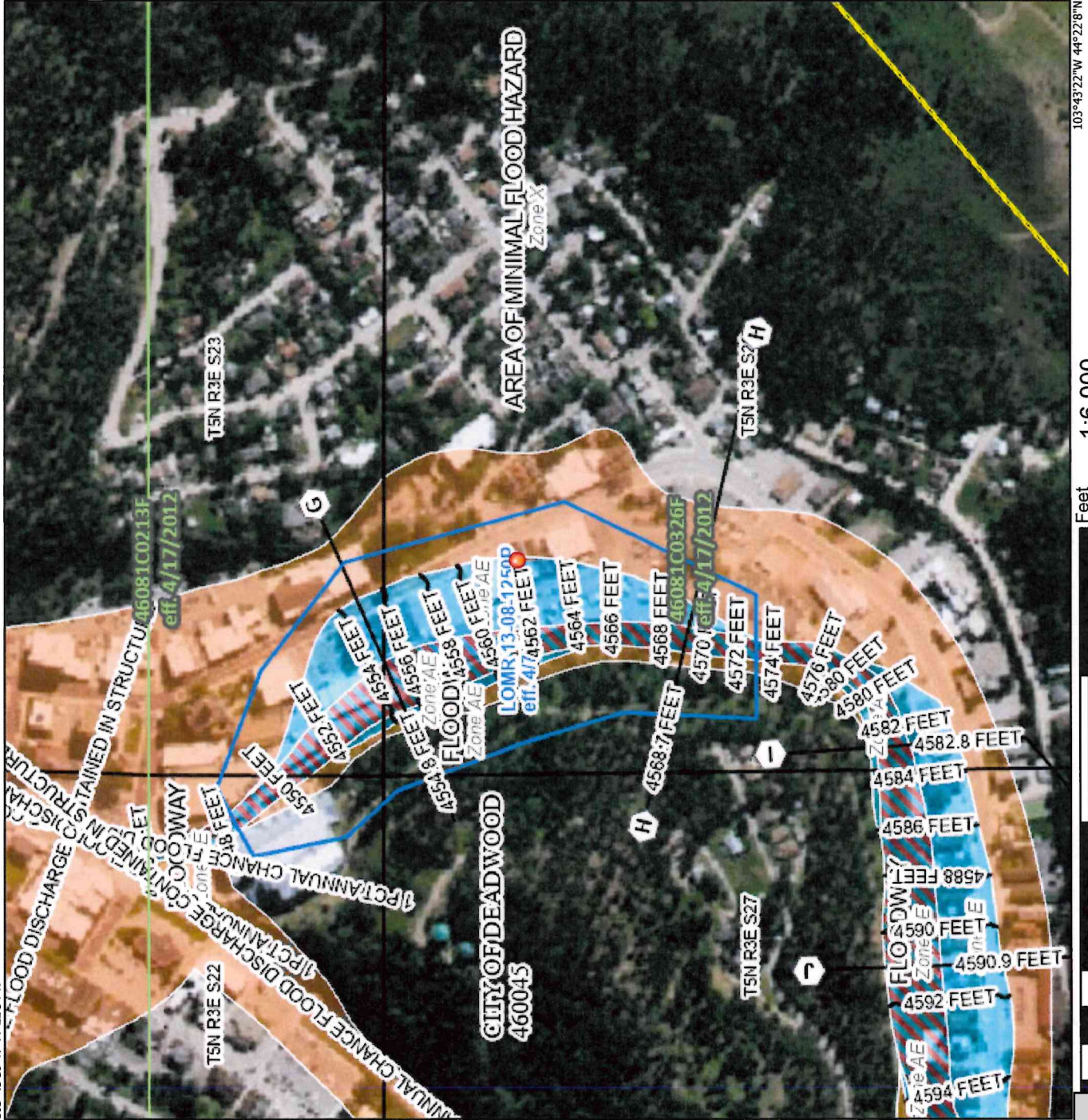
Enclosures:

- Aerial Photo of the Property
- Short Form Contract Agreement
- General Terms and Conditions
- Exhibit A – Schedule of Charges.

# National Flood Hazard Layer FIRMette



103°43'59"W 44°22'34"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

**OTHER AREAS**

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

**GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/10/2025 at 4:30 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Section 6 Item r.

103°43'22"W 44°22'8"N

1:6,000

Basemap Imagery Source: USGS National Map 2023

**AUTHORIZATION AND AGREEMENT FOR SERVICES**



1805 Samco Road, Rapid City, SD 57702  
[www.avid4eng.com](http://www.avid4eng.com) ~ Phone: (605) 343-3311

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

**CLIENT INFORMATION:**

Client Name: Deadwood Historic Preservation/City of Deadwood Phone: 605-578-2082  
Billing Address: 108 Sherman Street City: Deadwood State: SD Zip: 57732  
Email: kevin@cityofdeadwood.com  
Contact Person (if different than Client): Kevin Kuchenbecker Title: Planning, Zoning, & Historic Preservation Officer

**PROJECT INFORMATION:**

Project Name: 142 Sherman Street Elevation Certificate  
Project Location: Deadwood, SD  
Legal Description: Lots 19 & 20 in Block 40 of the Original Town of Deadwood  
Description of Work: Complete an elevation certificate in accordance to the attached fee proposal letter.  
  
Estimated Completion Date: TBD

**BILLING ARRANGEMENTS:**

Time and materials basis in accordance to our current schedule of charges. Invoice will be prepared at the completion of the elevation certificate.

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

**SIGNATURES:**

Date: 03/10/2028  
CLIENT (Person Responsible for Payment)  
 Date: 3/10/25  
CONSULTANT (Avid4 Engineering, Inc.)



## GENERAL TERMS AND CONDITIONS

1. Avid4 Engineering, Inc., herein referred to as Avid4, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, Avid4 may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Avid4 will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. Avid4 will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. Avid4 will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that Avid4's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that Avid4's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Avid4 or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Avid4's services, Avid4 may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or Avid4 shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Avid4 will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between Avid4 and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Avid4 may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of Avid4.
9. All products and documents including Drawings and Specifications provided or furnished by Avid4 pursuant to this Agreement are instruments of service in respect of the Project and Avid4 shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless Avid4 from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. Avid4 will endeavor to provide all services in accordance with generally accepted professional practices. Avid4 will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Avid4 will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. In lieu of or in addition to execution of the Authorization and Agreement for Services, the Client may authorize Avid4 to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the Client's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by Avid4. In order to implement the intent of Avid4 and the Client to this Agreement, Avid4 and the Client agree that the Authorization and Agreement for Services, these General Terms and Conditions, and any Exhibits constitute the entire Agreement between them. Avid4 and the Client further agree that the preprinted terms and conditions of any Client-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether Avid4 executes the purchase order in acceptance of the work.
12. Avid4 intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by Avid4 for the Client are rendered on the basis of experience and qualifications and represent Avid4's professional judgment.
13. This agreement shall not be construed as giving Avid4 the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
14. Avid4 shall make such revisions in plans or project deliverables which may already have been completed, approved and accepted by the Client, as are necessary to correct errors or omissions in the deliverables when requested to do so by the Client, without extra compensation therefore.

Effective Date – January 6, 2023



- Civil Engineering
  - Water Resources
  - Transportation
    - Geospatial Solutions

## EXHIBIT A

### 2025 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer/Land Surveyor	\$215.00
Principal Professional Engineer	\$195.00
Professional Engineer IV	\$175.00
Professional Engineer III	\$160.00
Professional Engineer II	\$145.00
Professional Engineer I	\$130.00
Geospatial Analyst	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$100.00
Senior Technician	\$140.00
Technician IV	\$110.00
Technician III	\$100.00
Technician II	\$90.00
Technician I	\$85.00
CAD Technician II	\$125.00
CAD Technician I	\$90.00
Office Manager	\$125.00
Administrative	\$95.00
Clerical	\$75.00
Mileage	\$ 0.67

# Notice of Award

Dated March 4, 2025

Project: <b>2025 Preservation Improvements to Mount Moriah Cemetery</b>	Owner: City of Deadwood, South Dakota	Owner's Contract No.: N/A
Contract: <b>General Construction</b>		Landscape Architect's Project No.: 2024-034
Bidder: <b>Ponderosa Builders, LLC</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
619 Lawrence St.		
Belle Fourche, SD 57717		

You are notified that your Bid dated February 13, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **2025 Preservation Improvements to Mount Moriah Cemetery** in the amount of Eighty-four Thousand Three Hundred Dollars (\$84,300.00)  
 Base Bid: \$75,500.00 with selected Alternates No. 1,2,3,4,5, & 6 in the amount of \$8,800.00.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is Eighty-four Thousand Three Hundred Dollars (\$ 84,300.00).

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

If requested by Contractor, Two (2) sets of the Drawings and Project Manuals with Addendum No. 1 can be printed and delivered separately. An electronic copy of the Drawings and Project Manual can be made available to you at your request.


You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) signed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders, and General Conditions and Supplementary Conditions.
3. Other conditions precedent:

\_\_\_\_\_  
 \_\_\_\_\_

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Tallgrass Landscape Architecture, LLC  
 Landscape Architect  
 By:   
 Authorized Signature  
 Senior Landscape Architect  
 Title

Copy to Kevin Kuchenbecker, City of Deadwood

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
PONDEROSA BUILDERS, LLC RE: 2025 PRESERVATION IMPROVEMENTS TO  
MOUNT MORIAH CEMETERY**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” Ponderosa Builders, LLC, with its principal place of business located at 619 Lawrence Street, Belle Fourche, South Dakota 57717, hereinafter referred to as “CONTRACTOR;”

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the preservation improvements to Mount Moriah Cemetery in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

**WHEREAS**, CITY has accepted the bid proposal from CONTRACTOR together with alternates 1, 2, 3, 4, 5, & 6 which provides compensation in the amount of Eighty-Four Thousand Three Hundred Dollars and 00/100 (\$84,300.00);

**WHEREAS**, CITY will pay the projected costs in the amount of Eighty-Four Thousand Three Hundred Dollars and 00/100 (\$84,300.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide preservation improvements to Mount Moriah Cemetery;

3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
6. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
7. CONTRACTOR shall fully execute the work described in the Contract Documents;
8. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
9. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.



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

CITY OF DEADWOOD

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

ATTEST:

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

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

Ponderosa Builders, LLC:

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: President

State of South Dakota            )  
  ) SS  
County of \_\_\_\_\_            )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, the owner of Ponderosa Builders, LLC, and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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



**Complete Concrete, Inc.**

7201 Mount Rushmore Road  
 Rapid City, SD 57702  
 Phone: (605) 388-0111  
 Fax: (605) 388-6139  
 m.fuller@ccsisd.biz

Section 6 Item t.

<b>Invoice Number</b>
3865
<b>Invoice Date</b>
3/10/2025

**Bill To:** City of Deadwood  
 102 Sherman Street  
  
 Deadwood, SD 57732

**Re:** Additional Work at Water Street

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
24-42			Net 15 Days	3/25/2025
Description				Price
Replace Vehicular Bridge Deck @ 26 Water St				12,120.00
Modify Vehicular Bridge Rail and Add Wood Rail Tie-In to New Walkway Guard Rail @ 36 Water St				3,500.00
Excise Tax included				

Subtotal	\$	15,620.00
Excise Tax	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>15,620.00</b>

*Thank you for your business!*



**Complete Concrete, Inc.**

7201 Mount Rushmore Road  
 Rapid City, SD 57702  
 Phone: (605) 388-0111  
 Fax: (605) 388-6139  
 m.fuller@ccsisd.biz

Section 6 Item t.

<b>Invoice Number</b>
3866
<b>Invoice Date</b>
3/10/2025

**Bill To:** City of Deadwood  
 102 Sherman Street  
 Deadwood, SD 57732

**Re:** Addl Work at Pedestrian Bridges

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
24-42			Net 15 Days	3/25/2025
Description				Price
Add Gates at Pedestrian Bridges - 22 and 26 Water St..		\$1,445.00 each	qty 2	2,890.00
Excise Tax Included				

Subtotal	\$	2,890.00
Excise Tax	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>2,890.00</b>

Thank you for your business!

**FACILITY USE AGREEMENT  
BETWEEN  
THE CITY OF DEADWOOD  
AND  
THE SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY, WILDLAND FIRE DIVISION**

This Agreement made this 15<sup>th</sup> day of March, 2025, by and between the City of Deadwood, South Dakota, hereinafter the “City”, and the South Dakota Department of Public Safety, Wildland Fire Division, hereinafter the “Department”, for emergency use of the Deadwood Event Complex, hereinafter the “Area”, for the purpose of providing an incident command operations site and state (vehicles, food, tents, and everything the Department uses in the response to a fire) in the event of an emergency wildland fire, or a type 1, 2, or 3 incident.

The City agrees to provide use of the Area to the Department on those days which the Department has declared there to be an emergency wildland fire, or a type 1, 2, or 3 incident. The Department shall be allowed to use the Area for any purpose necessary for the Department’s response to an emergency wildland fire, or type 1, 2, or 3 incident. Consequently, because of the nature of this Agreement, no alcohol shall be allowed or served in the Area. Additionally, the Department shall give daily updates to the City concerning the extent of their use of the Area and the estimated time of their departure from the Area. The Department and the City hereby agree to cooperate in coordinating programs and activities conducted on the Area.

No fees will be charged to the Department except for any expenses incurred by the City during the time of the Department’s use of the Area. For example, the cost of electricity, water, and any other expenses incurred by the City.

The Department shall leave the Area thoroughly cleaned and in good condition and shall return the Area to its original condition prior to the Department’s use of the Area. After the Department has vacated the Area, an inspection shall be made by the City and the Department to ensure the Area has been returned to its original condition prior to the Department’s use of the

Area. After said inspection, the Department shall be liable for any repairs needed to return to the Area back to its original condition.

The State of South Dakota is self-insured. The Public Entity Pool for Liability (PEPL Fund) provides tort liability coverage for employees of the state of South Dakota.

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

Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a third party for property loss, damage, death, or personal injury, arising out of the performance of this Agreement. Any liabilities or claims for property loss, death, or personal injury by a party or one of its agents, employees, contractors or assigns, or by third persons, arising out of and during this Agreement shall be determined according to applicable law.

This Agreement will be authorized by the governing bodies and signed by the Mayor of the City and the Secretary of the Department and shall remain in full force and effect until December 31, 2030. This Agreement may also be cancelled and/or terminated by either party by giving thirty (30) days written notice to the other party of such intention to cancel and terminate. Furthermore, this Agreement may be cancelled with no notice if the Department is found to be in violation of the Deadwood Event Complex rules and regulations.

In Witness Whereof, the parties signify their agreement effective on the date above first written by the signatures affixed below.

South Dakota Department of Public Safety

---

Robert Perry

Date

Cabinet Secretary

City of Deadwood

---

Dave Ruth, Jr.

Date

Mayor

## ELEMENTARY SWIMMING POOL CONTRACT

**THIS AGREEMENT** effective the 25th day of March, 2025, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the City of Deadwood, hereinafter referred to as **CITY**.

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

### SECTION 1

The **CITY** agrees to rent to the **SCHOOL** for its use as follows; availability for Elementary School swimming beginning in March and ending in May of the calendar year for a period of 6 weeks. **SCHOOL** agrees to pay the sum hereinafter described in Section 7, below, on or before June 1, 2025.

### SECTION 2

**CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** shall not be held liable for any damages to School. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

### SECTION 3

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

### SECTION 4

**SCHOOL** agrees to list **CITY** as an additional insured party with **SCHOOL'S** insurance carrier. **SCHOOL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **SCHOOL'S** use shall commence.

### SECTION 5

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

**SCHOOL** further agrees to provide adequate supervision of both male and female locker rooms during swimming lessons. This supervision shall be carried out by qualified **SCHOOL** staff members or designated personnel appointed by the **SCHOOL**. The purpose of this supervision is to ensure the safety, security, and privacy of all students using the **CITY** locker room facilities.

**SECTION 6**

**CITY** agrees to furnish one (1) Certified Water Safety Instructor and two (2) Lifeguards-trained personnel for instruction during all hours the pool is designated for **SCHOOL'S** use.

**SECTION 7**

In addition to Section 1, **SCHOOL** agrees to compensate **CITY** the sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) for instruction of the Elementary swimming sessions for spring of 2025. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

**SECTION 8**

In addition to Section 1 and Section 7, **SCHOOL** agrees to compensate **CITY** at a rate of Sixteen Dollars and No /100ths Dollars. (\$16.00) or the current calendar City approved lifeguard rate per staff hour for any additional services or facility use beyond the 6 week contract. The extra use or services will be requested in writing by **SCHOOL**.

**SECTION 9**

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

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

**CITY OF DEADWOOD**

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

ATTEST:

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

**LEAD-DEADWOOD SCHOOL DISTRICT 40-1**

By: \_\_\_\_\_  
Amber Vogt, School Board President

ATTEST:

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



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



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

## **MEMORANDUM**

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**Date:** March 13, 2025  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Grace Lutheran Church Not for Profit Grant Request

---

The Grace Lutheran Church has submitted a Not-for-Profit grant to replace the storm windows and the entryway on the parsonage. The total cost of this project is \$20,076.00.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. In 2024 they received a grant leaving \$28,066.85 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Historic Preservation Commission reviewed this request at their March 12, 2025 meeting and recommended approving the grant request to the Grace Lutheran Church in the amount of \$20,076.00 for installing new storm windows and replacing the entry way of the parsonage as requested.

**RECOMMENDATION:** Move to approve the Not-For-Profit grant to the Grace Lutheran Church in the amount of \$20,076.00 for installing new storm windows and replacing the entry way of the parsonage as requested.

# INVOICE

**PLEASE REMIT TO**

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



**INVOICE NUMBER** SRV120803  
**INVOICE DATE** 3/7/2025  
**PO NUMBER**  
**TOTAL DUE** **\$5,931.92**

**BILL TO**

CITY OF DEADWOOD  
 67 DUNLOP AVENUE  
 DEADWOOD, SD 57732

**LOCATION**

DEADWOOD REC CENTER  
 105 SHERMAN STREET  
 DEADWOOD, SD 57732

Service Call 250116-0030

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

**Description** 1/16/25; 1/17/25; FOUND WATER COMING OUT OF THE POOL BOILER. INSPECTED THE HEAT EXCHANGER AND FOUND THAT IT WAS CRACKED. IT WILL NEED TO BE REPLACED. FOUND THAT THERE IS A SEDIMENT IN THE HEATING LOOP THAT IS PLUGGING THE STRAINER GOING INTO THE BOILER. CLEANED THE STRAINER 6 TIMES AND ALSO BALANCED THE OVERALL PRESSURE IN THE SYSTEM.

1/28/25; REMOVED ORIGINAL HEAT EXCHANGER AND INSTALLED NEW ONE. CHECKED FOR NORMAL OPERATION WITH COMBUSTION ANALYZER AND ADJUSTED GAS PRESSURES AS NEEDED.

**Detail of Charges**

Charges	Description	Quantity	Total
<b>MATERIAL</b>			
	HEAT EXCHANGER	1.00	\$3,217.19
	GASKET,2 GARLOCK 150#	2.00	\$3.59
<b>OTHER (CONSUMABLES)</b>			
	CONSUMABLES		\$142.50
<b>TRAVEL</b>			
	TRIP CHARGE		\$75.00
<b>OTHER (CONTRACTORS EXCISE TAX)</b>			
	CONTRACTORS EXCISE TAX		\$118.64
<b>LABOR</b>			\$2,375.00
<b>Subtotal</b>			\$5,931.92
<b>Total Tax</b>			\$0.00
<b>Amount Paid</b>			\$0.00
<b>Total</b>			<b>\$5,931.92</b>

Quote Number 00014263



Section 6 Item y.

Prepared By Daniel Greenwood
Phone (913) 428-3297
Email dgreenwood@kustomsignals.com

Created Date 1/22/2025
Expiration Date 4/22/2025

Quote To:

Name JIM OLSON
Bill To Name DEADWOOD POLICE DEPT
Bill To 100 SHERMAN ST
DEADWOOD, SD 57732-1309
USA
Ship To Name DEADWOOD POLICE DEPT
Ship To 100 SHERMAN ST
DEADWOOD, SD 57732-1309
USA

Table with 5 columns: Product Code, Quantity, Product Description, Sales Price, Total Price. Row 1: 3003, 1.00, Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork, \$2,590.25, \$2,590.25

Totals

Summary table with 2 columns: Description, Amount. Rows: Subtotal \$2,590.25, Shipping and Handling \$0.00, Total Amount \$2,590.25

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Massachusetts State Contract PSE01
Valid through 12/1/2026
Includes shipping and handling

- Eagle 3 options to consider; not included in total:
Eagle 3 traffic safety radar online operator training \$10.00
Eagle 3 remote control magnetic mount \$21.60
Eagle 3 wireless remote tether kit \$60.00
Eagle 3 insulated heat shield kit \$44.00
Eagle 3 hard carrying case \$124.00

Quote Acceptance

Signature \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_



Prepared By Daniel Greenwood
Phone (913) 428-3297
Email dgreenwood@kustomsignals.com

Created Date 1/22/2025
Expiration Date 4/22/2025

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DMC Wear Parts LLC**  
 3135 Humboldt Ave S  
 Minneapolis, MN 55408



**Invoice**

**BILL TO**

City of Deadwood Street  
 Department  
 67 Dunlap Ave  
 Deadwood, SD 57732

**SHIP TO**

City of Deadwood Street  
 Department  
 67 Dunlap Ave  
 Deadwood, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5042	02/21/2025	\$2,558.48	03/23/2025	Net 30	

**SHIP DATE**

02/19/2025

**SHIP VIA**

RL CARRIERS

**TRACKING NO.**

768499317

ACTIVITY	QTY	RATE	AMOUNT
<b>RTI:1104711</b> Center Edge	4	303.50	1,214.00
<b>4T8091</b> *1X13-1/2X6-1/4 CAT CORNER	4	99.65	398.60
<b>GUARD E/B</b> <b>RTI:7D1577</b> 3/4x8x7' Curved Grader Blade - Heat Treated 3/4 Punch	2	231.00	462.00
<b>PB4L:1x2-3/4</b> Plow Bolt GR8 #3 HD 1" x 2 3/4	16	5.40	86.40
<b>1LW</b> 1" Lock Washer	16	0.88	14.08
<b>RMC:1" Nut</b> 1" Hex Nut	16	3.40	54.40
*Hardware Shipping Separately			

SUBTOTAL	2,229.48
SHIPPING	329.00
TOTAL	2,558.48
BALANCE DUE	<b>\$2,558.48</b>

\*Product can be returned only with approved written authorization from DMC Wear Parts. All returns are subject to a 25% restocking fee.

# Packing Slip

Date	Invoice #
2/26/2025	55053

Ship To
CITY OF DEADWOOD PUBLIC WORKS DEPT. 108 SHERMAN STREET DEADWOOD, SD 57732

P.O. No.	Via	FOB
KODY-CC	UPS SIMPLE RA...	TOMS RIVER NJ

Quantity	Item Code	Description	Backordered
16	1x2-3/4	PLOW BOLT GR8 #3 HD	0
16	ILW	MED SPLIT LOCK WASHERS, PLAIN	0
16	IHN	HEX NUT GR8 PLAIN FINISH	0
1	FREIGHT	SHIPPING & HANDLING (UPS SIMPLE RATE)	



By using this form you are agreeing to our terms of use. Please

Section 6 Item cc.

DOT-295 (09/22)

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 85/385 County Lawrence Approximately 0 Miles [X] N [ ] S [ ] E [ ] W

from (City or well-defined point) Deadwood Section 23 Township T5N Range R3E

Description of Occupancy: Event Complex Sign for Deadwood Days of 76 Grounds

Purpose of Occupancy: To eliminate banners in the right-of-way which promote events and define entrance

Duration of Occupancy: PERMANENT [X] TEMPORARY [ ] If temporary, estimated date of removal or completion: \_\_\_\_\_

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

- 1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer

SIGNATURE DATE

ADDRESS 108 Sherman Street, Deadwood, SD 57732 PHONE (605) 578-2082

REPRESENTING City of Deadwood EMAIL kevin@cityofdeadwood.com (Name of Individual, Company, Organization, etc.)

\*\*\*To be completed by Department of Transportation\*\*\*

Project Station Milepost Maintenance Unit

1. Prior to commencing occupancy and at completion of occupancy the applicant must notify at Phone Email

2. Special Conditions

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted subject to all conditions as herein stated.

Area Engineer Date Region Engineer Date

Chief Bridge Engineer Date (for Bridge Installations only)

417 Kansas City Street  
 Rapid City, SD 57701  
 Contact:  
 Ray Berberich  
 605-430-5170  
 rberberich@bdtaid.com



Project:  
 Event Complex Signage

Prepared for:  
 The City of Deadwood  
 Deadwood, South Dakota

Client Contact:  
 Bob Nelson  
 Director of Public Works  
 605-578-2082 Office  
 605-641-7733 Mobile  
 bobjr@cityofdeadwood.com

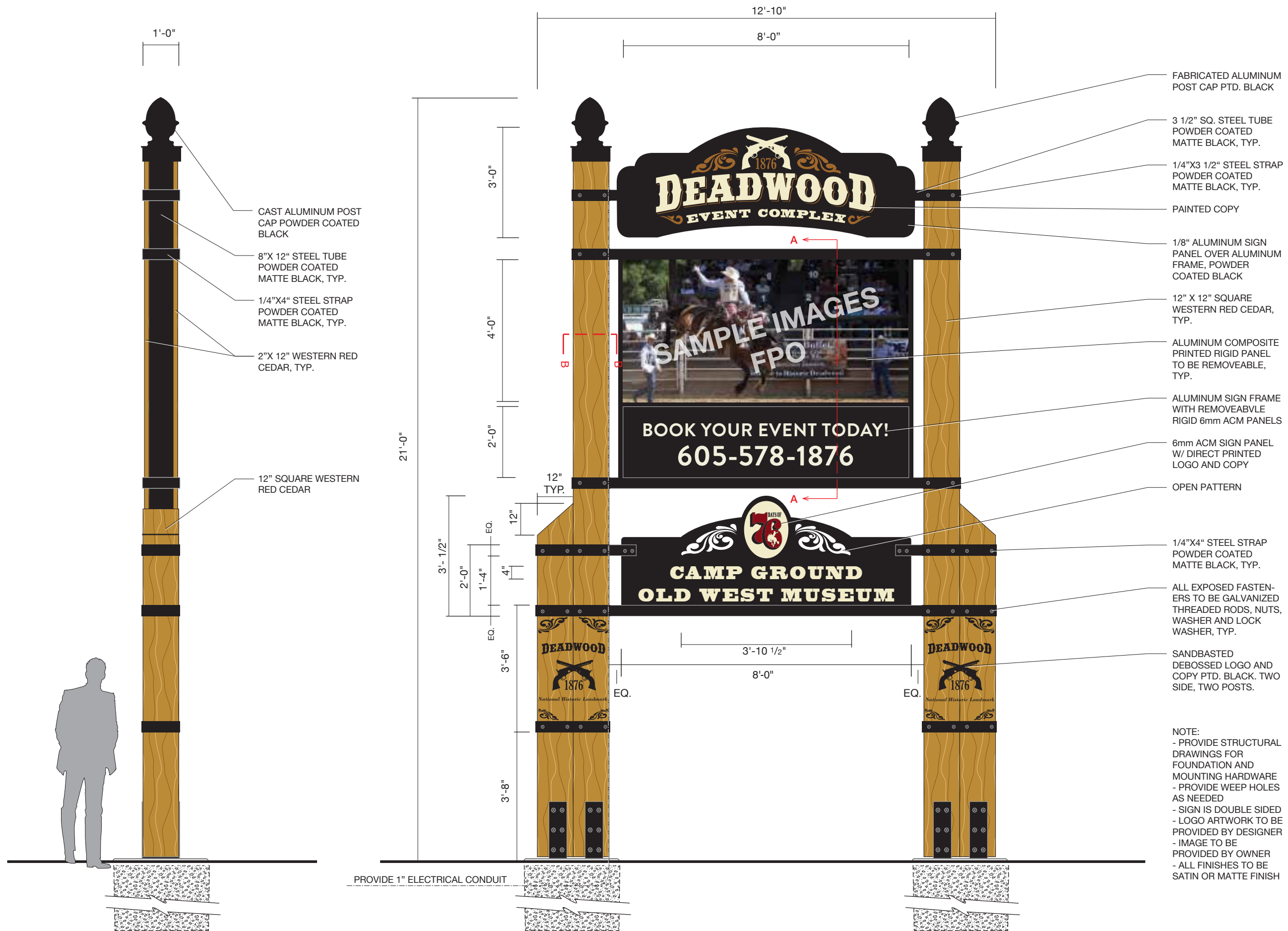
Date: 09/10/2020  
 Revisions:  
 - 09/29/2020

The sole purpose of all drawings is to express visual design intent only and is not intended for actual fabrication purposes. Reasonable effort and judgment has been made to interpret applicable MUTCD, ADA and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. Upon the awarded bid and/or acceptance of these design drawings the sign fabricator(s) and/or contractor(s) shall have complete and full responsibility for all final selected materials, engineering methods, fabrication methods, permitting, installation and to assure that the project and all sign types are in compliance. Verify all information provided. Shop drawings are required. When engineered drawings are required all drawings are to be sealed and signed by a Registered PE within the state where the project is located.

This document is the sole property of BDT Architects & Designers, Inc., and all drawing are protected under US copyright law. The reproduction, reuse and sales rights regarding the drawings and designs herein are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document shall not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.

Drawn by: RB

**Event Complex  
 Entry Pylon**



**A** SIDE ELEVATION  
 SCALE: 3/8" = 1'-0"

**B** SIDE ELEVATION  
 SCALE: 3/8" = 1'-0"

**NOTE: PROVIDE AN ALLOWANCE OF \$3,500.00 FOR GROUND LIGHTING**

- FABRICATED ALUMINUM POST CAP PTD. BLACK
- 3 1/2" SQ. STEEL TUBE POWDER COATED MATTE BLACK, TYP.
- 1/4"X3 1/2" STEEL STRAP POWDER COATED MATTE BLACK, TYP.
- PAINTED COPY
- 1/8" ALUMINUM SIGN PANEL OVER ALUMINUM FRAME, POWDER COATED BLACK
- 12" X 12" SQUARE WESTERN RED CEDAR, TYP.
- ALUMINUM COMPOSITE PRINTED RIGID PANEL TO BE REMOVEABLE, TYP.
- ALUMINUM SIGN FRAME WITH REMOVEABLE RIGID 6mm ACM PANELS
- 6mm ACM SIGN PANEL W/ DIRECT PRINTED LOGO AND COPY
- OPEN PATTERN
- 1/4"X4" STEEL STRAP POWDER COATED MATTE BLACK, TYP.
- ALL EXPOSED FASTENERS TO BE GALVANIZED THREADED RODS, NUTS, WASHER AND LOCK WASHER, TYP.
- SANDBASTED DEBOSSED LOGO AND COPY PTD. BLACK. TWO SIDE, TWO POSTS.

NOTE:  
 - PROVIDE STRUCTURAL DRAWINGS FOR FOUNDATION AND MOUNTING HARDWARE  
 - PROVIDE WEEP HOLES AS NEEDED  
 - SIGN IS DOUBLE SIDED  
 - LOGO ARTWORK TO BE PROVIDED BY DESIGNER  
 - IMAGE TO BE PROVIDED BY OWNER  
 - ALL FINISHES TO BE SATIN OR MATTE FINISH

© 2020 BDT ARCHITECTS & DESIGNERS





417 Kansas City Street  
 Rapid City, SD 57701  
 Contact:  
 Ray Berberich  
 605-430-5170  
 rberberich@bdtaid.com



Project:  
 Event Complex Signage

Prepared for:  
 The City of Deadwood  
 Deadwood, South Dakota

Client Contact:  
 Bob Nelson  
 Director of Public Works  
 605-578-2082 Office  
 605-641-7733 Mobile  
 bobjr@cityofdeadwood.com

Date: 09/10/2020  
 Revisions:  
 -

The sole purpose of all drawings is to express visual design intent only and is not intended for actual fabrication purposes. Reasonable effort and judgment has been made to interpret applicable MUTCD, ADA and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. Upon the awarded bid and/or acceptance of these design drawings the sign fabricator(s) and/or contractor(s) shall have complete and full responsibility for all final selected materials, engineering methods, fabrication methods, permitting, installation and to assure that the project and all sign types are in compliance. Verify all information provided. Shop drawings are required. When engineered drawings are required all drawings are to be sealed and signed by a Registered PE within the state where the project is located.

This document is the sole property of BDT Architects & Designers, Inc., and all drawing are protected under US copyright law. The reproduction, reuse and sales rights regarding the drawings and designs herein are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document shall not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.

Drawn by: RB

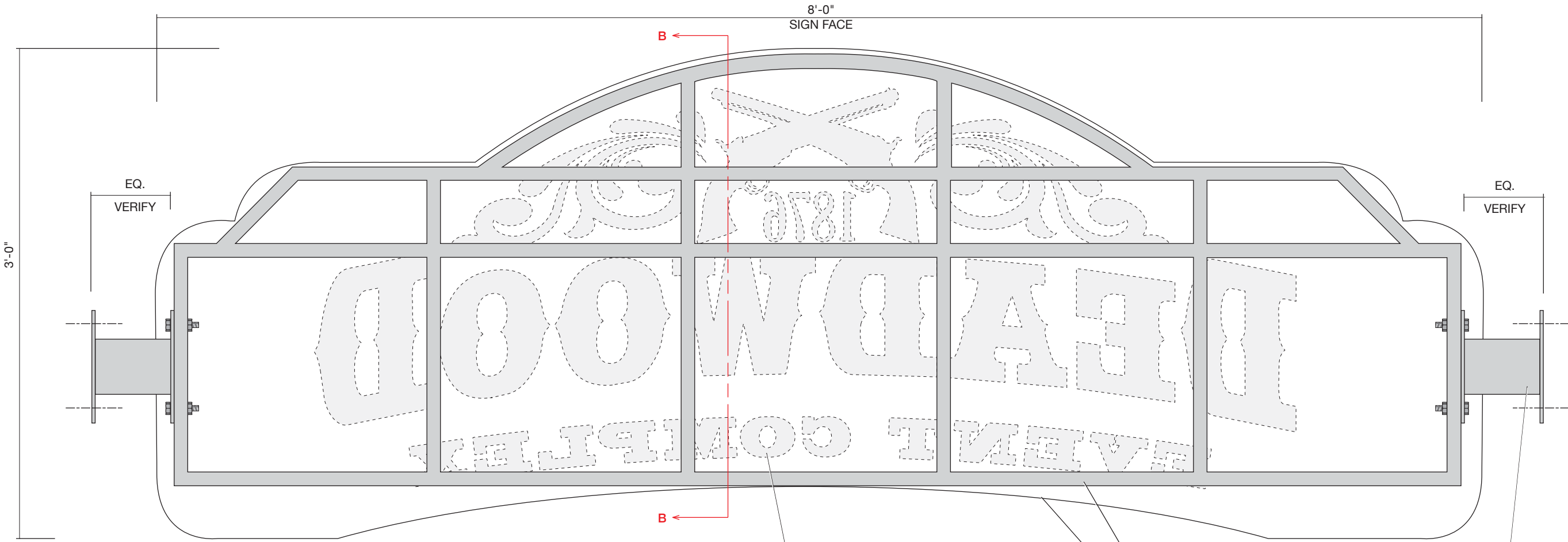
Entry Pylon Detail



PYLON SIGN

NOTE:  
 - FUTURE TRAIL SHOWN  
 - VERIFY SET BACK AND LOCATION

A PARTIAL SITE PLAN  
 1.01 SCALE: NTS



8'-0"  
 SIGN FACE

3'-0"

EQ.  
 VERIFY

EQ.  
 VERIFY

PAINTED LOGO AND GRAPHIC BEYON  
 NOTE:  
 - SIGN IS DOUBLE SIDED

FABRICATED ALUMINUM BRACKET WITH MOUNTING PLATES, TYP.

1" SQ. ALUMINUM TUBE FRAME

1/8" ALUMINUM SIGN PANEL WITH RETURNS TO FOLLOW TUBE FRAME

B UPPER SIGN PANEL AND STURCTURE  
 1.01 SCALE: 1 1/2" = 1'-0"

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417 Kansas City Street  
 Rapid City, SD 57701  
 Contact:  
 Ray Berberich  
 605-430-5170  
 rberberich@bdtaid.com



Project:  
 Event Complex Signage

Prepared for:  
 The City of Deadwood  
 Deadwood, South Dakota

Client Contact:  
 Bob Nelson  
 Director of Public Works  
 605-578-2082 Office  
 605-641-7733 Mobile  
 bobjr@cityofdeadwood.com

Date: 09/10/2020  
 Revisions:  
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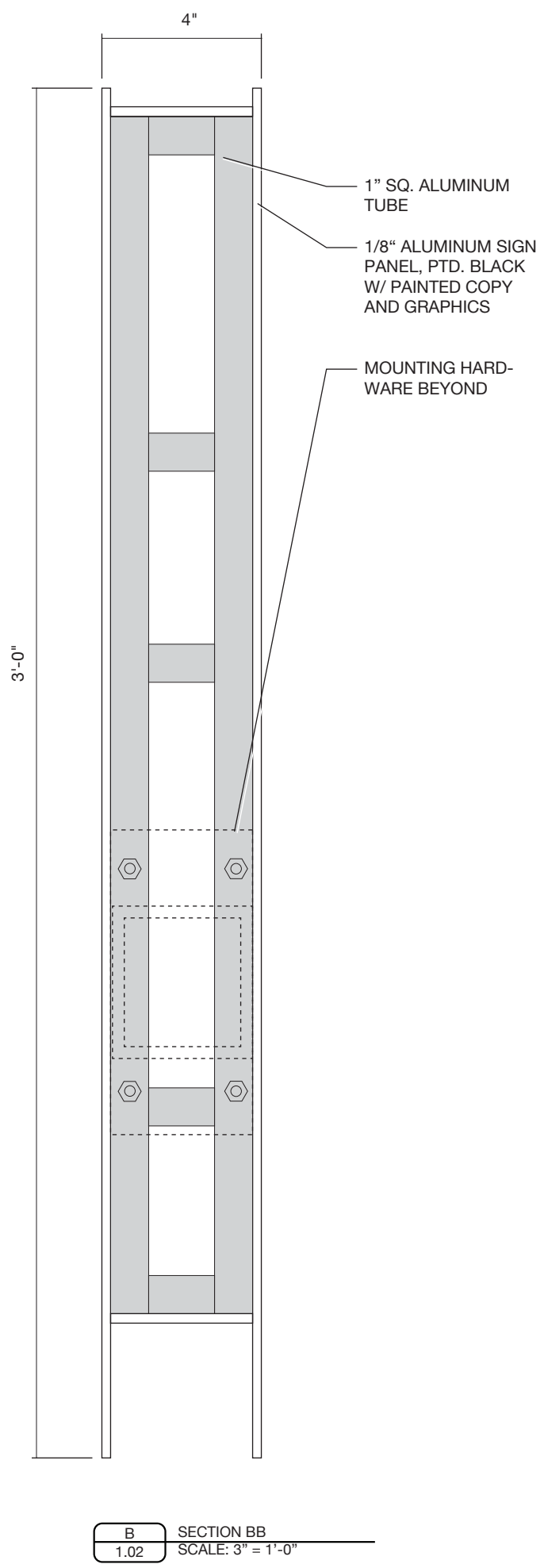
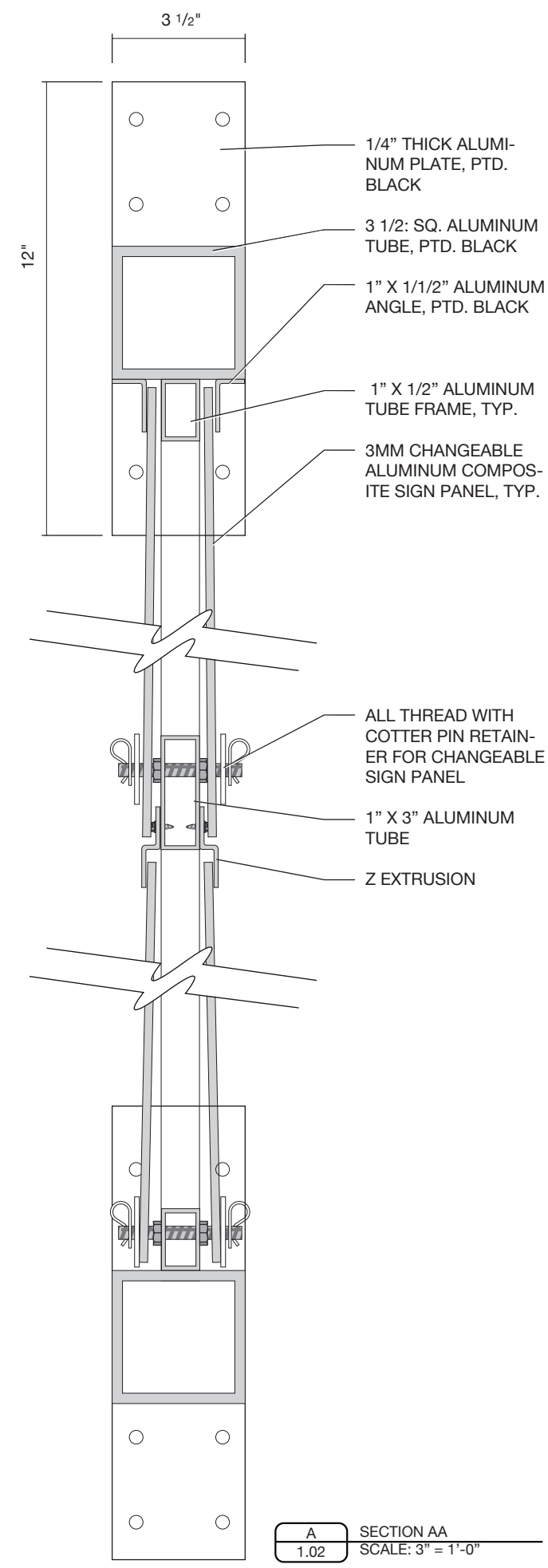
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Drawn by: RB

**Entry Pylon Detail**

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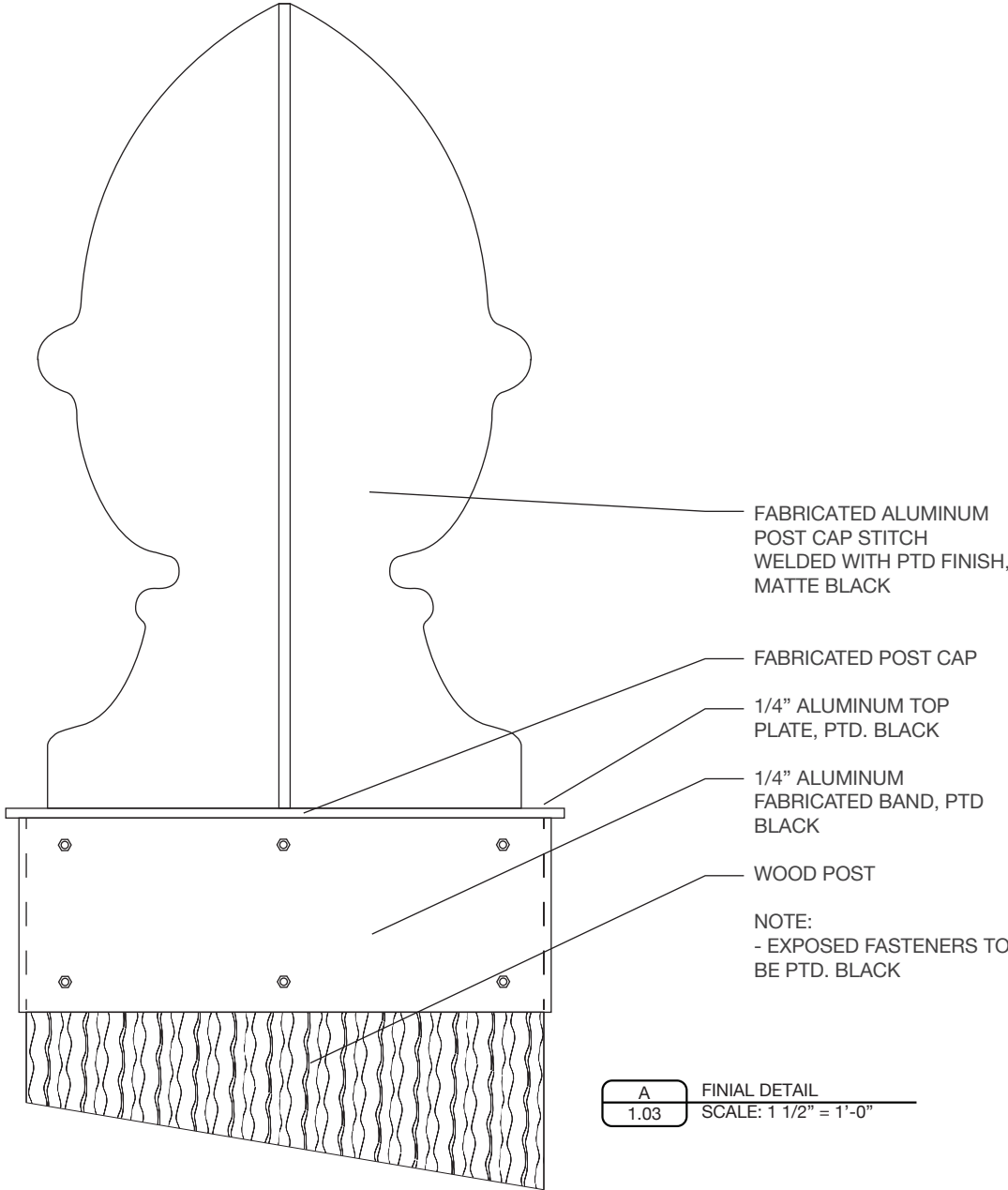
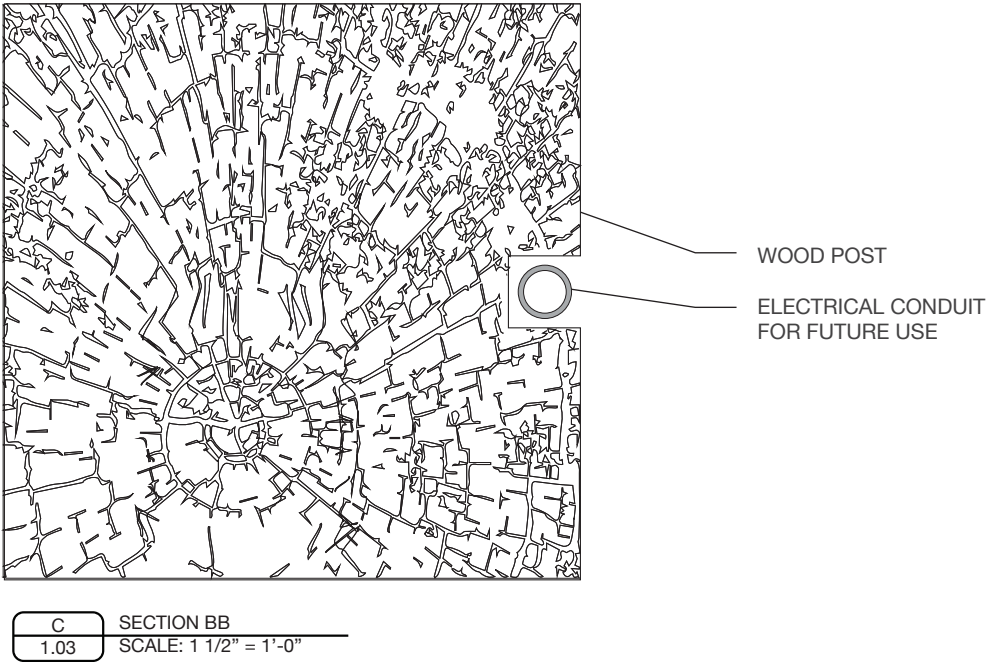
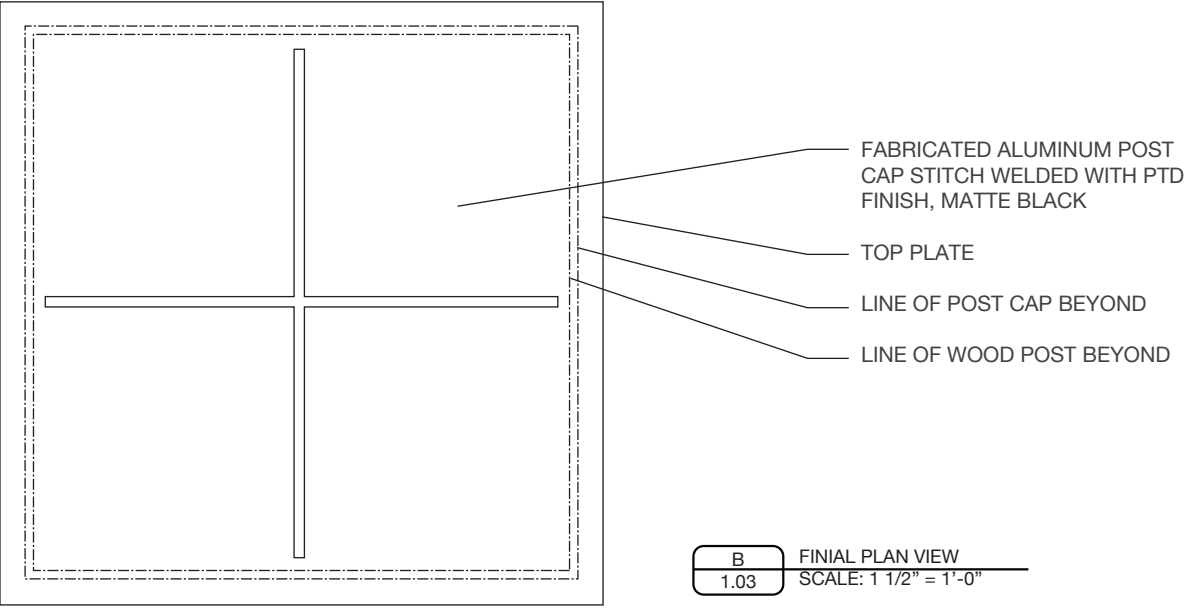
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Drawn by: RB

Entry Pylon Detail

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## Proposal for Deadwood Event Signage

### Submitted to:

Lornie Stalder  
Public Works Director  
City of Deadwood  
Cell: (605) 641-7745  
Ph: (605) 578-3082  
Fx: (605) 578-2084

### Submitted by:

Mid State Welding LLC  
Rodney Ross  
Ph: 605-569-0166  
Email: rodneyross@midstate-welding.com

---

### Project Overview:

Mid State Welding LLC is pleased to submit this proposal for the fabrication and installation of event signage for the City of Deadwood. This project includes the procurement, fabrication, and powder coating of aluminum and steel components necessary for the sign structure.

### Scope of Work:

#### 1. Material Procurement

- Aluminum sign frame
- Steel straps
- Cut-out logo of "Deadwood"
- Base plates
- Aluminum post caps

#### 2. Fabrication

- Welding and assembly of the aluminum sign frame
- Fabrication of powder-coated steel straps
- Laser or plasma cutting for the Deadwood logo design
- Drilling and hole placement for assembly and mounting
- Fabrication of base plates and aluminum post caps

#### 3. Powder Coating

- Powder coating of steel components to enhance durability and aesthetics

### Timeline:

The project is expected to take up to **two (2) weeks**, including material procurement, fabrication, and powder coating.

### Cost Breakdown:

- **Materials:** \$4,060.65
- **Powder Coating:** \$675.00
- **Prefabrication:** \$2,160.00

**Total Project Cost: \$6,895.65**

*(City of Deadwood is tax-exempt; no sales tax applied)*

---

**Alternate for Installation:**

For an additional cost, Mid State Welding LLC can provide installation services, including delivery and setup of the signage components.

- **Labor (2 installers):** \$1,920.00
- **Boom Lift Rental (1 day):** \$500.00

**Total Additional Cost for Installation: \$2,420.00**

---

**Terms and Conditions:**

- Mid State Welding LLC will coordinate with the City of Deadwood regarding installation requirements and specifications.
- The project timeline is contingent upon material availability and procurement lead times.
- Any modifications to the scope of work may result in additional costs.
- A signed agreement is required before work commences.

**Acceptance of Proposal:**

By signing below, the City of Deadwood agrees to the terms outlined in this proposal.

**Authorized Signature:** \_\_\_\_\_

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

**Submitted by:**

Rodney Ross  
Mid State Welding LLC

Thank you for the opportunity to work on this project. We look forward to collaborating with the City of Deadwood to bring this signage to completion.

417 Kansas City Street  
 Rapid City, SD 57701  
 Contact:  
 Ray Berberich  
 605-430-5170  
 rberberich@bdtaid.com



Project:  
 Event Complex Signage

Prepared for:  
 The City of Deadwood  
 Deadwood, South Dakota

Client Contact:  
 Bob Nelson  
 Director of Public Works  
 605-578-2082 Office  
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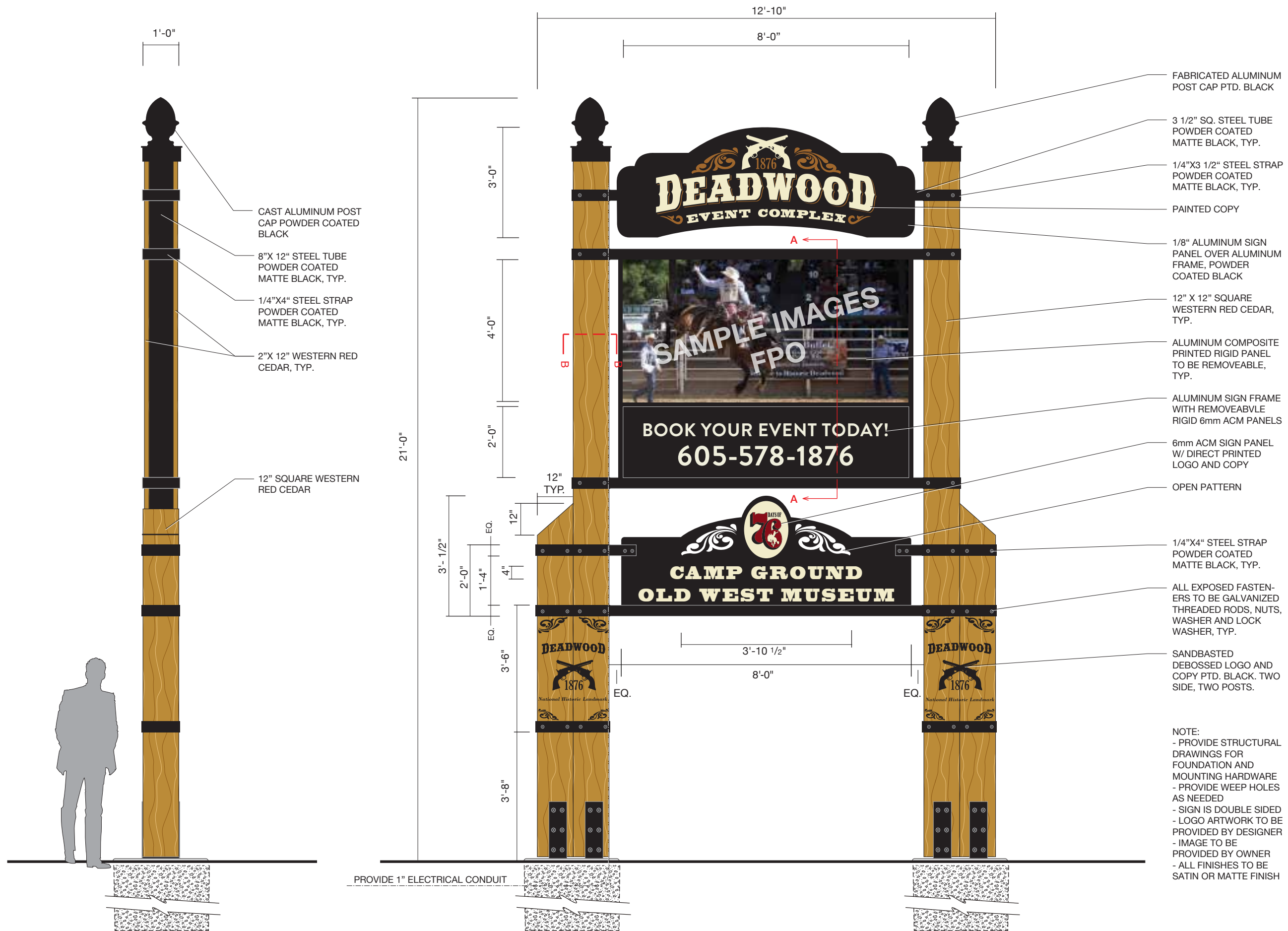
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 Revisions:  
 - 09/29/2020

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Drawn by: RB

**Event Complex  
 Entry Pylon**



- FABRICATED ALUMINUM POST CAP PTD. BLACK
  - 3 1/2" SQ. STEEL TUBE POWDER COATED MATTE BLACK, TYP.
  - 1/4"X3 1/2" STEEL STRAP POWDER COATED MATTE BLACK, TYP.
  - PAINTED COPY
  - 1/8" ALUMINUM SIGN PANEL OVER ALUMINUM FRAME, POWDER COATED BLACK
  - 12" X 12" SQUARE WESTERN RED CEDAR, TYP.
  - ALUMINUM COMPOSITE PRINTED RIGID PANEL TO BE REMOVEABLE, TYP.
  - ALUMINUM SIGN FRAME WITH REMOVEABLE RIGID 6mm ACM PANELS
  - 6mm ACM SIGN PANEL W/ DIRECT PRINTED LOGO AND COPY
  - OPEN PATTERN
  - 1/4"X4" STEEL STRAP POWDER COATED MATTE BLACK, TYP.
  - ALL EXPOSED FASTENERS TO BE GALVANIZED THREADED RODS, NUTS, WASHER AND LOCK WASHER, TYP.
  - SANDBASTED DEBOSSED LOGO AND COPY PTD. BLACK. TWO SIDE, TWO POSTS.
- NOTE:  
 - PROVIDE STRUCTURAL DRAWINGS FOR FOUNDATION AND MOUNTING HARDWARE  
 - PROVIDE WEEP HOLES AS NEEDED  
 - SIGN IS DOUBLE SIDED  
 - LOGO ARTWORK TO BE PROVIDED BY DESIGNER  
 - IMAGE TO BE PROVIDED BY OWNER  
 - ALL FINISHES TO BE SATIN OR MATTE FINISH

A SIDE ELEVATION  
 SCALE: 3/8" = 1'-0"

B SIDE ELEVATION  
 SCALE: 3/8" = 1'-0"

**NOTE: PROVIDE AN ALLOWANCE OF \$3,500.00 FOR GROUND LIGHTING**

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Project:  
 Event Complex Signage

Prepared for:  
 The City of Deadwood  
 Deadwood, South Dakota

Client Contact:  
 Bob Nelson  
 Director of Public Works  
 605-578-2082 Office  
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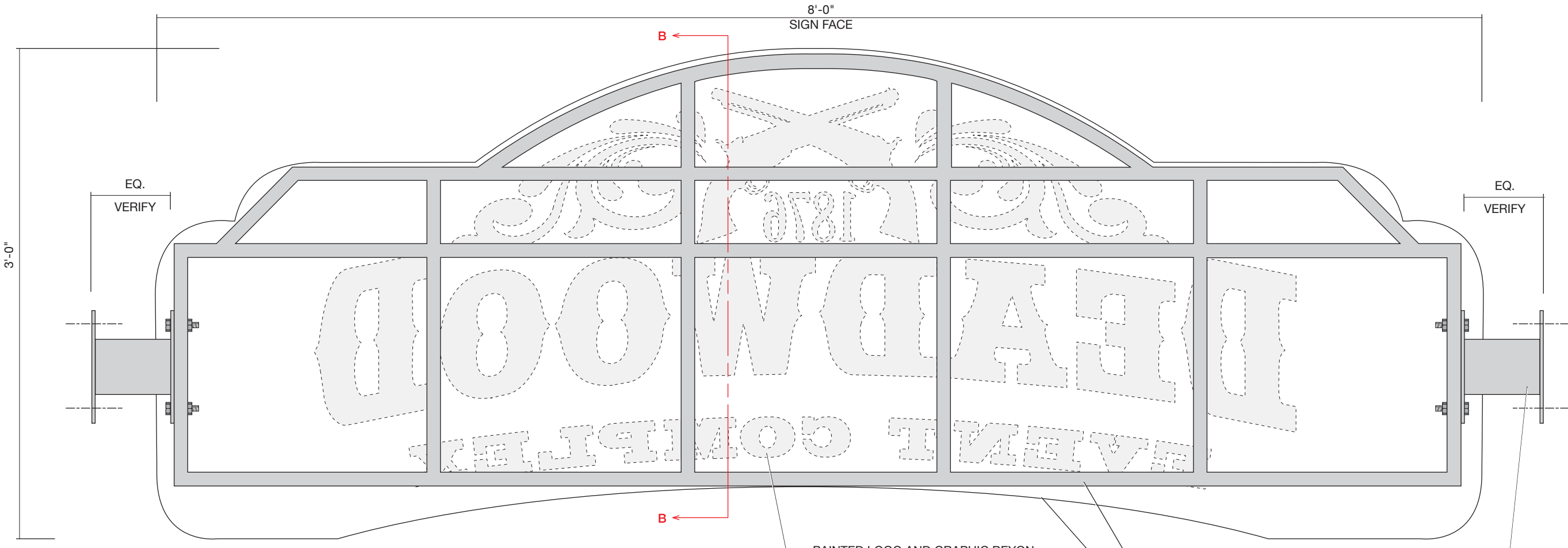
Entry Pylon Detail



PYLON SIGN

NOTE:  
 - FUTURE TRAIL SHOWN  
 - VERIFY SET BACK AND LOCATION

A PARTIAL SITE PLAN  
 1.01 SCALE: NTS



8'-0"  
 SIGN FACE

3'-0"

EQ.  
 VERIFY

EQ.  
 VERIFY

PAINTED ALUMINUM BRACKET WITH MOUNTING PLATES, TYP.

NOTE:  
 - SIGN IS DOUBLE SIDED

FABRICATED ALUMINUM BRACKET WITH MOUNTING PLATES, TYP.

1" SQ. ALUMINUM TUBE FRAME

1/8" ALUMINUM SIGN PANEL WITH RETURNS TO FOLLOW TUBE FRAME

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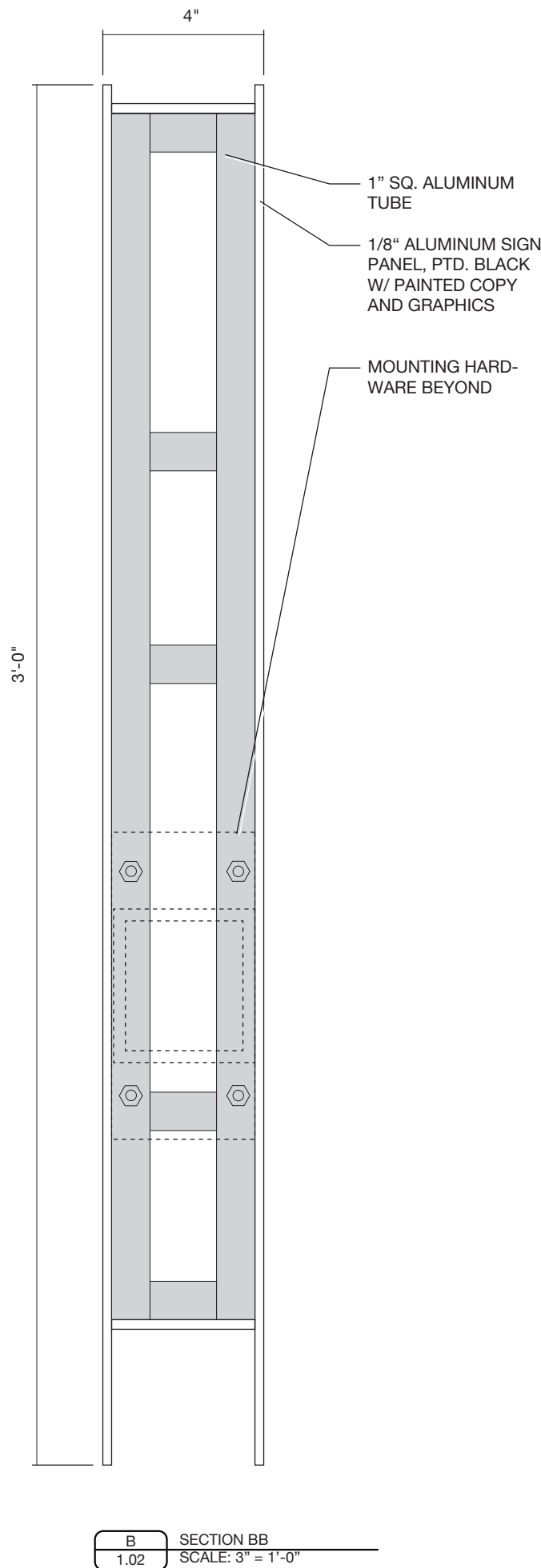
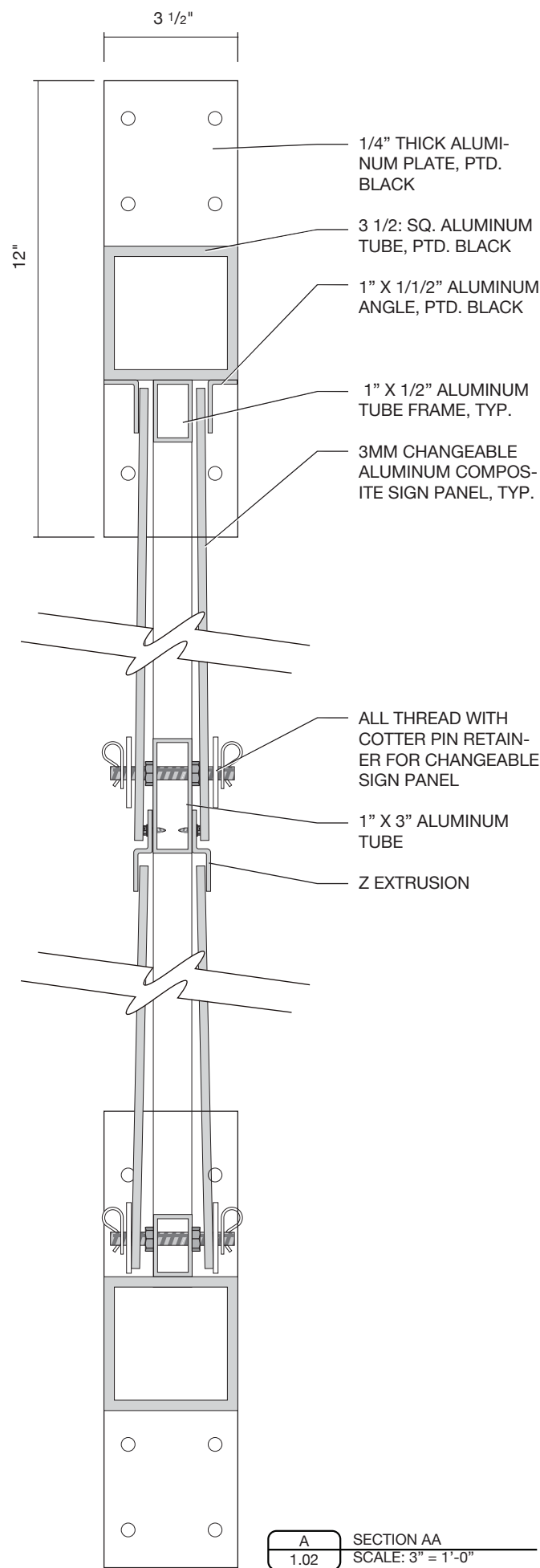
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**Entry Pylon Detail**

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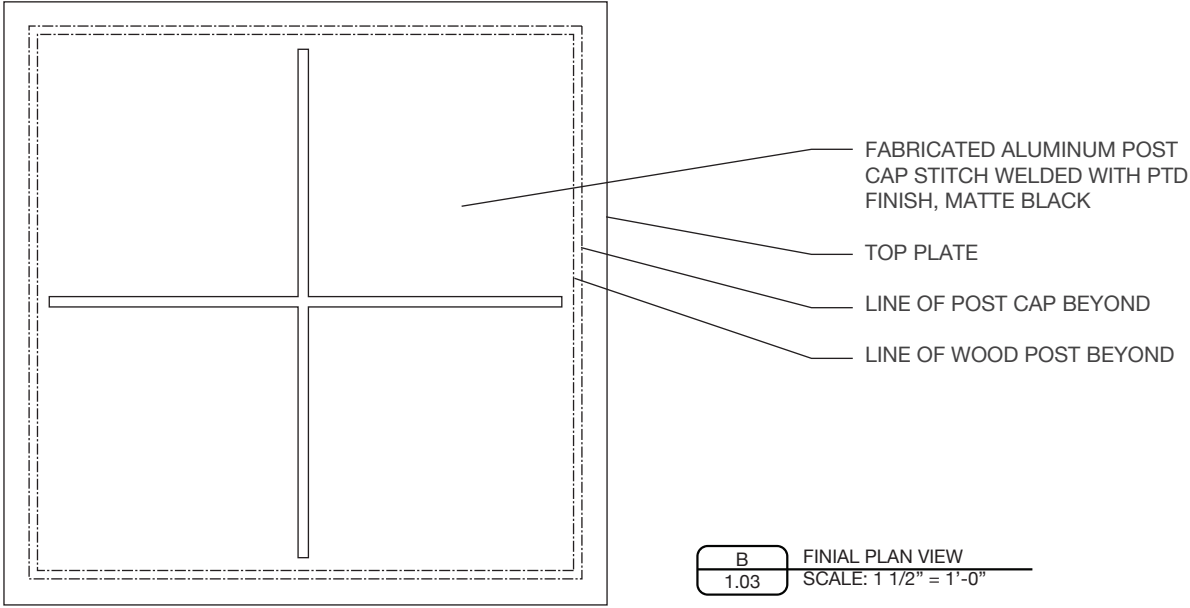
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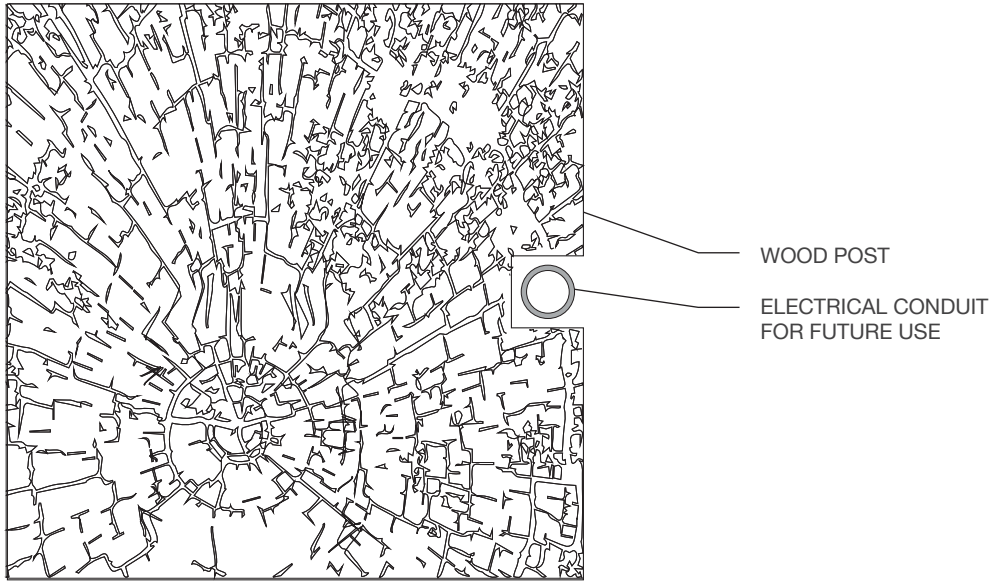
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Entry Pylon Detail

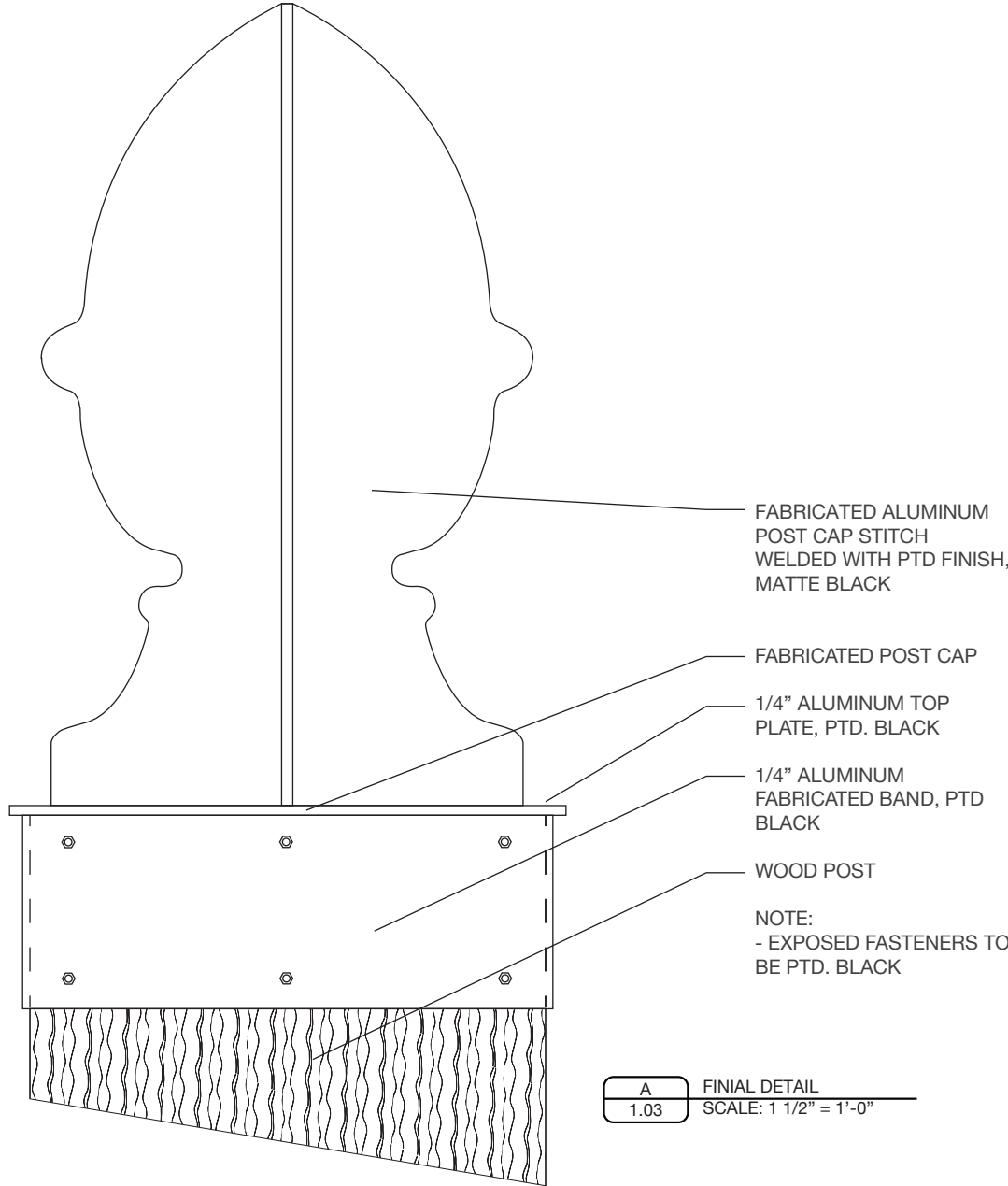
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**B** FINIAL PLAN VIEW  
 1.03 SCALE: 1 1/2" = 1'-0"



**C** SECTION BB  
 1.03 SCALE: 1 1/2" = 1'-0"



**A** FINIAL DETAIL  
 1.03 SCALE: 1 1/2" = 1'-0"

NOTE:  
 - EXPOSED FASTENERS TO BE PTD. BLACK

**REQUEST FOR PROPOSALS**  
**DEADWOOD EVENT COMPLEX CONCESSIONAIRE**

The City of Deadwood will be accepting sealed, signed proposals at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 13, 2025, for Deadwood Event Complex Concessionaire. Proposals will be publicly opened at 2:00 p.m. on March 13, 2025 with results presented on March 17, 2025 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The City is interested in entering into a contract with a company, team or individual who would assume the concessionaire responsibilities at the Deadwood Event Complex.

The City of Deadwood's Primary objective in this RFP is to secure a concession operation that will be financially viable, profitable and will be maintained and operated at the highest standards. In addition, another objective is to have an operation that will make a significant improvement to event experience and ambience of the facility and its community while providing a convenience for the public.

**LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED**

To obtain a complete Request for Proposal or request an on-site visit, please contact:

Lornie Stadler, Public Works Director

Phone: (605) 578-3082

Fax: (605) 578-3101

The City of Deadwood reserves the right to review proposals for up to 30 days. The City of Deadwood also reserve the right to reject any and all proposals.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: February 6 and February 20, 2025.

For any public notice that is published one time:

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

<b>BID TAB</b>	
<b>13-Mar-25</b>	
<b>Event Complex Concessionaire</b>	
<u>Bidder</u>	<u>Bid</u>
Cheyenne Crossing	14 % of Concessionaire's Gross Receipts
Staff Present:	
Jessicca McKeown	
Randy Adler	



**Date:** February 19, 2025

**To:** SDDANR  
Reviewer

**Engineer:** Brandon Kruse, PE  
Towey Design Group, Inc.

**RE:** City of Deadwood Watermain Extension Design Letter

---

Dear Review Team.

This letter is a design letter for the City of Deadwood Watermain Extension along Railroad Avenue. This project includes approximately 4600 LF of watermain to connect Zone 2 to the City Shop PRV. This connection provides additional redundancy in the system in case the existing high pressure (284 psi) watermain or the Denver Street Pumps fail.

### **WATERMAIN ROUTING**

The proposed watermain connects to the existing fire hydrant located off of Sherman Street and Highway 14A. The watermain route goes within the public and private parking lots to avoid the Whitewood Creek Box Culvert then continues east up Railroad Avenue. There is a sanitary main located within Railroad Ave. The proposed watermain alignment is placed such that there are minimal crossings and maximum distance between water and sewer. This information is based on a topographic survey and based on GIS data. At the end of Railroad Ave, the watermain then travels down Sampson Street towards the city shop. The watermain connects to the existing PRV located near the City shop which serves Sampson Street homes. This connection will guarantee water will not stagnate in the proposed line while a future booster pump to feed the Deadwood hill tank is waiting to be constructed.

Fire Hydrants are located at safe locations along Railroad Ave the average spacing between hydrants is approximately 900'±. There will be a connection point at the Dudley Street water main, this connection will be valved off (valve shut) and be used as a back up to feed the upper portion of Deadwood's Zone 6 pressure zone.

### **Watermain Purpose**

The watermain is part of a regional water facilities plan completed in 2023. This watermain is the first step in improving the redundancy of the water supply system in the City of Deadwood. This watermain will help provide water cheaper and more efficiently to the Sampson Street homes, as well as provide enough water for future developments. This watermain is also proposed to be the supply for a future booster pump system to help feed the Deadwood Hill Tank located just above the Lodge at Deadwood. The proposed watermain will contain a residual pressure of approximately 120 psi, with a pressure of 140 psi at the short portion near the City Shop PRV.

**Towey Design Group, Inc.**  
475 Villa Drive, Suite #3 | Box Elder, SD 57719  
(605) 600-3758 | [mtowey@toweydesigngroup.com](mailto:mtowey@toweydesigngroup.com)



## **SAMPSON STREET**

Sampson Street is a 13' wide road connecting Railroad Ave to the City Shop. This road has existing storm water runoff and vehicle clearance issues with vehicles bottoming out on the existing pavement. The watermain trench, is proposed to be on the east side of the road, away from the existing sanitary sewer. The existing storm sewer will be removed and relocated to the west side of the road. Additional inlet and storm pipe will be added to Sampson Ave to help improve the existing storm water management along Sampson Street.

## **CONCLUSION**

The proposed improvements appear to meet local City design criteria. To the best of our knowledge and belief, there is no location where drainage leaving this site will adversely impact downstream river systems. In locations where the watermain is close to either hill side extreme caution should be taken before excavating near either hillside.

If you have any questions, feel free to contact us at 605.600.3758 or at [brandon@toweydesigngroup.com](mailto:brandon@toweydesigngroup.com).

**ADVERTISEMENT FOR BIDS  
HIGHWAY 85 DRINKING WATER EXPANSION PROJECT**

The City of Deadwood (Owner) is requesting Bids for the construction of the following Project:

**HIGHWAY 85 DRINKING WATER EXPANSION  
PROJECT TDG 24-010**

Bids for the construction of the Project will be received at the **City of Deadwood** located at **108 Sherman Street, Deadwood, SD**, until **Tuesday, April 29, 2025 at 2:00 pm** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

This project consists of the installation of approximately 4,625 lf of 12" PVC and Ductile Iron water main along with valves, fire hydrants, appropriate fittings, and surface restoration. The new water main will be placed within the Railroad Avenue and Sampson Avenue rights-of way.

Bids are requested for the following Contract:

**CITY OF DEADWOOD  
HIGHWAY 85 DRINKING WATER EXPANSION  
PROJECT TDG 24-010**

**Project Schedule**

The project must be substantially completed by **November 14, 2025** and ready for final acceptance on later than **November 28, 2025**.

**Obtaining the Bidding Documents**

The Issuing Office for the Bidding Documents is:

**Towey Design Group, Inc.  
PO Box 67 | 147 Chisholm Drive  
Box Elder, SD 57719**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 am to 4:00 pm, local time** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of **\$0.00** for each set. If shipping is requested, the Issuing Office will transmit the Bidding Documents via delivery service free of charge to the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Bidders must have access to a current set of City of Deadwood and City of Rapid City Standard Construction

Specifications. All public improvements are required to conform to these specifications and bid prices must reflect these specifications.

A pre-bid conference for the Project will be held on **Tuesday, April 22, 2025 at 2:00 pm at the Deadwood City Hall, 108 Sherman Street, Deadwood, SD 57732**. Attendance at the pre-bid conference is encouraged but not required. A site tour will be made available, weather permitting.

- Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women's Business Enterprises (WBE) are explained in the specifications. The DBE/MBE and WBE goals for participation in this contract in terms of percentage of contract value are as follows: MBE 1.0 percent; WBE 4.0 percent. A current directory of DBE firms can be found at the SD DOT Compliance Office (605) 773-4906 or at <http://www.sddot.com/business/contractors/docs/DBEDirectory.pdf>.
- Bidders on this work will be required to comply with the President's Executive Order Nos. 11246 (Equal Employment) as amended, 11518 (Small Business Concerns), and 11625 (MBE) as amended. The requirements for bidders and contractors under these orders are explained in the specifications.
- The low responsive bidder will be required to certify to compliance with the American Iron and Steel provision of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS-21 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.
- Please be advised that waivers or exemptions from the American Iron and Steel provision that cite International Trade Agreements DO NOT comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
- Davis Bacon and Related Acts wages apply to this project. All provisions relative to those acts must be met.
- The low responsive bidder must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) **WILL NOT** be supplied for the project.
- This project may be partially funded using American Rescue Plan Act (ARPA) funds. Refer to the Instructions to bidders' section of the specifications for ARPA requirements.

The Owner and Contractor hereby acknowledges that time is of the essence for the project and that the work shall be completed in accordance with the schedule shown above, complete and ready in all phases for final payment and acceptance no later than **November 28, 2025**.

Dated this 17th day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

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

Publish B.H. Pioneer: March 20 and 27, 2025.



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SOUTH DAKOTA



# DEADWOOD RAILROAD AVENUE WATER MAIN EXTENSION DEADWOOD, SOUTH DAKOTA TDG PROJECT NO. 24-010

RAPID CITY, SOUTH DAKOTA



PROJECT LOCATION MAP  
NOT TO SCALE

**INDEX OF SHEETS**

- 1 TITLE
- 2-7 GENERAL NOTES / LEGEND / SECTIONS
- 8 QUANTITIES
- 9 EXISTING CONDITIONS
- 10 EROSION CONTROL NOTES
- 11 OVERVIEW
- 12-14 SURVEY CONTROL
- 15-26 WATER MAIN PLAN AND PROFILE
- 27 GRADING PLAN
- 28 INTERSECTION PLAN
- 29 DETAILS

**Project Name:**  
DEADWOOD RAILROAD AVENUE  
WATER MAIN EXTENSION

**Legal Description:**

**Description:**  
CONSTRUCTION OF  
APPROXIMATELY 1 MILE OF  
12" WATERMAIN

**Right-of-Way**  
Other Streets = 66'

PLANS FOR



**TDG**

Towey Design Group  
147 Chisholm Drive  
Box Elder, SD 57719  
605.600.3758

CITY APPROVAL

SD DANR APPROVAL

CONSTRUCTION SERVICES

SHEET NAME:  
TITLE

SHEET NO:  
1



I, BRANDON KRUSE CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

*Brandon M. Kruse*

ENGINEER:

02/19/2025

DATE:



**Contractor Furnished Staking**

All staking on the project will be by the Contractor in accordance with the Standard Specifications. Payment for Contractor-furnished staking will be at the contract lump sum price for "Construction Staking".

**Incidental work**

This work includes all miscellaneous items not included under the regular items covered by unit prices as listed in the proposal, but which must be performed in order to complete the contract. Incidental work includes, but is not limited to the following:

- Dust control;
- Coordinate with/adjust private utilities;
- Protection of existing features/utilities;
- Coordinate with RCPE Railroad;
- Railroad Flagging
- Applicable permits and fees to complete the project;
- Existing utility location and verification;
- Exploratory excavation;
- Project coordination, including landowner, public service announcements, etc.;
- Waste disposal site;
- Dewatering;
- Water for compaction;
- Grading around inlets and outlets;
- Water main abandonment.

**Material Stockpile Identification**

The Contractor shall clearly identify material stockpiles so that material types and uses are clearly identified, for example - bedding, base course, gravel cushion for sidewalk, topsoil, overburden, foundation, etc.

**Dewatering Permits**

Dewatering permits shall be conducted in accordance with the Standard Specifications Section 11.3, and in accordance with the following additional requirements.

Dewatering activities shall be conducted in compliance with the "General Permit to Discharge under the Surface Water Discharge System for Temporary Dewatering Activities in South Dakota", SDDENR Permit No. SDG 070000. A copy of this permit is available through SDDENR. The Contractor is required to furnish the "Request for Authorization" to SDDENR required under the Permit and for each schedule, obtain SDDENR Authorization, and furnish a separate copy of authorization to the respective Owner at the Pre-Construction Conference.

The Contractor is responsible for performing self-monitoring activities including sampling, testing and reporting as may be determined to be required under the authorization to discharge. Payment for obtaining the necessary authorization to discharge, and for all compliance activities and obligations by the Contractor shall be absorbed into the item which it relates. No additional payment will be made.

**Project acceptance and warranty period**

The warranty period for this project shall conform to Section 7.65 of the standard specifications with the exception that the warranty period will not begin until the project is 100% complete and shall be based on completion of different phases.

**Material Ticket Submittals and Stockpiles**

The Contractor shall clearly identify material stockpiles for various products used on the project, i.e. pipe bedding, temporary surfacing, gravel cushion, base course, cushion for sidewalk, driveways, etc.

The Contractor shall submit all tickets for measurement and payment to the Inspector within 48 hours, per Standard Specifications. Any ticket received later than 48 hours will not be accepted and payment for that item will not be made. All tickets shall accompany the material to the site. No hand written tickets shall be allowed.

**Exploratory Excavation**

The Contractor shall provide exploratory excavation as necessary for the completion of the work under this contract. No separate payment will be made for exploratory excavation.

**Unclassified Excavation**

All materials, except rock, encountered during construction for the roads and as shown on the cross sections and grading plans regardless of their nature or manner in which they are removed will be considered unclassified excavation.

The contractor shall haul excess material to an offsite location approved by the Engineer. Hauling excess material off the site shall be incidental to the bid item "Excavation, Unclassified."

Plans quantity will be the basis for payment, provided the project is constructed to the lines and grades specified. Measurements will not be made except those necessary to determine that the work has been performed in conformance with the plans.

Shale in any form shall not be considered rock. No separate payment for rock excavation shall be made.

**Unclassified Excavation-Digouts**

A quantity of Unclassified Excavation-Digouts has been included in the estimate of quantities for possible unstable areas. Unclassified Excavation-Digouts consists of the removal and disposal of unstable material below a surface which has been properly prepared for surfacing material (asphalt or concrete paving) to be placed upon. Unless otherwise permitted by the Engineer, the in-place gravel base shall be salvaged before and replaced after the unsatisfactory material has been removed. The exposed surface shall be compacted prior to backfilling with material approved by the Engineer. If granular material is used for backfill, the excavated area shall extend to a daylight point or points such that lateral drainage is provided. This work item requires pre-authorization by the Engineer to be eligible for payment. Payment will be based on field measurement of quantities under the bid item "Unclassified Excavation, Digouts"

**Crushed Rock**

A quantity of Crushed Rock is included in the estimate of quantities for use as backfill at possible unstable areas. Crushed Rock shall meet the following requirements:

- Material shall be crushed rock.
- Material shall have a minimum of two fractured faces.
- Percent passing the 8" sieve 100%
- Percent passing the 6" sieve 95%-100%
- Percent passing the 3" sieve 0%-10%
- Percent passing the 2" sieve 0%- 5%

This work item requires pre-authorization by the Engineer to be eligible for payment.

Excavation and disposal of unstable material where the crushed rock will be placed, regardless of type, shall be incidental to the contract unit price for Crushed Rock.

Drainage fabric shall be placed as directed by the Engineer between the crushed rock and Type 1 bedding material. Payment for the drainage fabric used in this installation shall be considered incidental to the bid item for "Crushed Rock".

Payment will be based on field measurement of quantities under the bid item "Crushed Rock" per ton.

**Contractor Provided Water**

The Contractor shall be responsible for providing water for compaction of earthen and granular materials used for, but not limited to, grading, subgrade preparation, and trench backfill. Water needed for street cleaning, and other miscellaneous items shall also be provided by the Contractor. The City will make water available for purchase at a fire hydrant near the project. There will be no separate payment for water. The costs for purchasing, loading, transporting, and applying/incorporating water shall be incidental to the various items where water is required.

The Contractor will be required to pay for meter fees and installation onto a fire hydrant if the water is purchased from the City of Deadwood.

**Embankment**

Compaction of earth embankment shall be in accordance with Section 31.23.16 of Standard Specifications, or as modified by the Report of Geotechnical Exploration.

Compaction of earth embankment shall be governed by the specified density method.

For earthwork quantity calculation purposes, topsoil is considered to be placed after final excavation and embankment grades shown on plans have been achieved. Over excavation or under embankment where necessary to match final topsoil placement with finished concrete or asphalt surfaces will be considered incidental work and no separate measurement or payment will be made.

Contractor furnished water for compaction of embankment shall be incidental to the bid item "Excavation, Unclassified."

Embankment quantities were computed assuming a shrinkage factor of 20%. No separate measurement or payment of embankment quantities will be made.

**Undercutting**

In cut sections and in shallow fill sections, the entire roadway width as shown in the typical sections shall be undercut one foot below the earthen subgrade surface. The undercut material or other suitable material, as directed by the Engineer, shall be moisture conditioned to within +/-3% of optimum moisture content, replaced and compacted to at least 95% of maximum proctor density.

Plans quantity will be the basis of payment. Payment for undercutting will be at the unit price per cubic yard for "Excavation, Undercut".

**Trench Backfill**

All water and storm sewer trench backfill shall be in accordance with the project geotechnical report and details provided in these plans.

**Testing**

All testing on the project shall be in accordance with the Standard Specifications and Detailed Specifications.

The Contractor is responsible for asphalt, concrete, and any testing required for utilities.

The Contractor is responsible for all backfill, embankment, subgrade, and granular materials testing.

**Rock Excavation, (Trench)**

A quantity of rock excavation, (trench) has been included in the Bid Quantities. There may be some cases where during the course of trench excavation the Contractor may encounter material that would fall the requirements of Section 11 of the Standard Specifications. In this case, the Contractor shall notify the Engineer to verify conditions.

Rock excavation, (trench) shall comply with Section 11 of the Standard Specifications. Measurement and payment will be as described in Section 11. The Engineer will be responsible for measurement of rock excavation, (trench) quantities.

**Foundation Material And Imported Backfill (Trench)**

Although no groundwater was encountered at the time of soils exploration, the geotechnical report recognizes groundwater may be encountered along portions of the project. If groundwater is encountered, excavated soils will likely be above optimum moisture content. These conditions do not deem the excavated material unsuitable and is not justification for the use of imported material.

The Contractor shall be responsible for either drying the wet but otherwise suitable material or hauling in drier material at no additional cost to the City. The use of imported backfill will only be authorized by the Engineer, if in the Engineer's opinion, there is insufficient quantity of suitable backfill material, including material that can be dried.

Quantities of Type 1 Bedding Material, and Types 3 and 4 Foundation Materials have been included in the estimate of quantities for use where unstable trench bottom is encountered. These materials shall be a crushed rock having a minimum of two fractured facing meeting the following gradations requirements by dry weight:

<b>Type 1 Bedding Material</b>		
Passing 1-inch sieve	100%	
Passing 3/4-inch sieve		90-100%
Passing 3/8-inch sieve		20-55%
Passing #4 sieve		0-10%
Passing #8 sieve		0-8%
<b>Type 3 Foundation Material</b>		
Passing 3-inch sieve	100%	
Passing 1-inch sieve		0-15%
Passing #4 sieve		0-8%
<b>Type 4 Foundation Material</b>		
Passing 8-inch sieve	100%	
Passing 6-inch sieve		65-85%
Passing 3-inch sieve		0-20%
Passing #200 sieve		0-5%

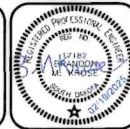
The use of Type 1 Bedding and Types 3 and 4 Foundation Materials shall be authorized by the Engineer prior to placement. Excavation and disposal of unstable material where foundation material will be placed, regardless of type, shall be incidental to the contract unit price for each respective type.

3-13-2010 - 680 Highway Avenue, Suite 103, Deadwood, SD 57719, 605.600.3758, 7/17/2008, 41128



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

LOGO:



**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

REVISIONS:  
35% DESIGN PLANS  
95% DESIGN PLANS

JOB NUMBER: 24-010  
DESIGNED BY: BK  
DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

SHEET NAME:  
**GENERAL NOTES**  
SHEET NO:  
3

**Reestablishing Property Corners**

The Contractor shall be responsible for reestablishing property corners that are disturbed during the construction of this project. Property corners that require reestablishment may not be reestablished using the stations and offsets that are shown on the plans. Property corners disturbed during this project shall be reestablished by a Registered Land Surveyor. All corners along the project that were found during the topographic survey are shown on the plans. Any corners that are disturbed shall be reestablished by the Contractor.

Payment will be made to the Contractor for reestablishing property corners disturbed within the construction disturbance limits specified within the plans. All work necessary to reestablish property corners shall be paid for at the contract unit bid price per each (EA) for "Reestablish Property Corner".

**Removal Quantities**

Estimated removal and abandonment quantities are provided in the plans. Quantities provided have been calculated based on the measurements of the removal area. Station and offsets are provided for general project location only. The Contractor shall field verify removal quantities if they believe the tabulated information is in error. If an error is found, the Engineer shall be immediately notified.

Removal of driveway and/or alley gravel surfacing shall be considered incidental to the contract bid price for "Excavation, Unclassified" and no separate payment will be made for removal of gravel surfacing.

Plans quantity will be the basis for payment for removal items unless changes are directed by the Engineer during construction. If changes are directed, the actual quantities removed will be measured by the Engineer and will be paid for at the unit prices under the respective remove bid items. Payment for removal items, unless noted to be salvaged, shall be full compensation for removal and disposal at an approved waste disposal site. If an item is called out to be removed and salvaged, payment under the respective bid item shall be full compensation for the removal and return of the item to its owner, including coordination and transportation.

**Waste Disposal Site**

The Contractor will be required to furnish a site(s) for the disposal of construction/demolition debris generated by this project. Construction/demolition debris may not be disposed of within city, county or state rights of way.

The waste disposal site(s) shall be managed and reclaimed in accordance with the following from the general permit for highway, road, and railway construction/demolition debris disposal under the South Dakota Waste Management Program issued by SD DANR.

The waste disposal site(s) shall not be located in a wetland, within 200 feet of surface water, or in an area that adversely affects wildlife, recreation, aesthetic value of an area, or any threatened or endangered species.

If the waste disposal site(s) is located such that it is within view of any ROW, the following additional requirements shall apply:

- Construction/demolition debris consisting of concrete, asphalt concrete, or other similar materials shall be buried in a trench completely separate from wood debris. The final cover over the construction/demolition debris shall consist of a minimum of 1 foot of soil capable of supporting vegetation. Waste disposal sites provided outside of the city or state ROW shall be seeded in accordance with natural resources conservation service recommendations. The seeding recommendations may be obtained through the appropriate county NRCS office.

The Contractor shall control the access to waste disposal sites not within city or state ROW through the use of fences, gates and placement of a sign or signs at the entrance to the site stating "no dumping allowed".

- Concrete and asphalt concrete debris may be stockpiled within view of the ROW for a period of time not to exceed the duration of the project. Prior to project completion, the waste shall be removed from view of the ROW or buried and the waste disposal site reclaimed as noted above.

The requirements will not apply to waste disposal sites that are covered by an individual solid waste permit as specified in SDCL 34a-6-58, SDCL34a-6-1.13, and ARSD 74:27:10.06.

Failure to comply with the requirements stated above may result in civil penalties in accordance with South Dakota Solid Waste Law, SDCL 34a-6-1.31.

All costs associated with furnishing waste disposal site(s), disposing of waste, maintaining control of access (fence, gates, and signs), and reclamation of the waste disposal site(s) shall be incidental to the various contract items.

**Clearing**

All clearing shall be in accordance with Section 31.11.10 of the Standard Specifications. Extreme care shall be used by the Contractor to preserve all trees and other vegetation that lie outside the actual construction limits. Any materials such as trees, stumps, timbers, fence posts, delineators and other debris encountered during clearing operations shall be disposed of at the direction of the Engineer. The costs for all trees smaller than 6" in diameter, shrubs or other vegetation removed shall be included in the lump sum bid item for "Clearing & Grubbing".

**Removal Of Asphalt Pavement**

All asphalt concrete pavement designated for removal on the plans shall be removed and disposed of at an approved Contractor furnished disposal site. Costs for all labor, materials, machinery, transport and disposal shall be a part of the respective removal bid item.

**Sawing In Existing Pavement**

Pavement areas to be removed are shown on the drawings. These areas represent the final pavement sawcut and removal limits. The first pavement sawcut for asphalt shall be made at least 1 foot inside of the lines shown. Pavement to be removed next to the concrete curb and gutter shall have the first pavement sawcut at least 1 foot inside the lip of the curb and gutter. Sawcutting of the pavement areas shall be in accordance with the Standard Specifications. Items to be sawcut will include AC pavement, pans, sidewalks, curb and gutters, and miscellaneous concrete and asphalt items as shown on the plans. No separate payment will be made for sawing.

**Right-Of-Way Removals**

Landscaping, and other associated items located within the right-of-way to be removed during construction shall be removed and salvaged to the landowner. It is the Contractor's responsibility to contact and coordinate with the landowner the location of where these items are to be placed.

**Pipeline Encasement**

Where indicated on the plans or required by the Standard Specifications, pipe shall be encased with controlled low strength material. The controlled low strength material shall comply with Section 200 of the Standard Specifications. Encasement shall be completed in accordance with section 8AR.3 of the Standard Specifications. The pipe encasement, including all equipment, material, and labor will be paid for at the contract unit bid price per linear foot (LF) for "pipeline encasement".

Contractor will provide a concrete encasement mix design.

**PVC Water Main**

All water main of 12-inch diameter and smaller shall be restrained joint PVC pipe and shall conform to the requirements of AWWA C900, pressure class 235, DR 18 and the Standard Specifications Section 33.11.13, unless otherwise noted within these plans.

Regular bell and spigot PVC may be used at 6" diameter hydrant leads where there will be no pipe joint between the tee and the hydrant.

Water main shall be bedded with Type 1 Bedding Material in accordance with the detail provided in these plans and shall be incidental to the water main installation.

**Type 1 Bedding Material**

- Passing 1-inch sieve 100%
- Passing 3/4-inch sieve 90-100%
- Passing 3/8-inch sieve 20-55%
- Passing #4 sieve 0-10%
- Passing #8 sieve 0-8%

**Ductile Iron Water Main**

Ductile Iron Pipe shall be ductile iron conforming to AWWA C151. Provide pipe in nominal 18- or 20-foot laying lengths. Pipe marking shall be plainly marked each length of straight pipe to identify the design pressure class or thickness class, the wall thickness, and date of manufacture. Mark the spigot end of restrained joint pipe to show clearly the required depth of insertion to the bell. Minimum wall thickness for pipe having push-on or mechanical joints, restrained joints, plain ends, or cast flange ends shall be Pressure Class 350. The minimum wall thickness pipe for having threaded flanges shall be Special Thickness class 53 per AWWA C151. Minimum wall thickness for pipe having grooved end joints shall be Class 53.

**Water Main Fittings**

All fittings shall be ductile iron with mechanical joints, unless otherwise noted, and shall be restrained. Pipe deflection at fittings shall be within tolerances recommended by the pipe and/or fitting manufacturer. Allowable deflection parameters shall be included in the pipe submittal and shall be clearly marked as such.

Water main top of pipe (TOP) elevations have been called out within these plans. The Contractor is responsible for installing the PVC pipe according to these elevation callouts.

Payment for thrust restraints on all PVC pipe shall be incidental to the fittings and water main bid items and no separate payment will be made.

Ductile Iron joints shall be iron push-on or mechanical joint fittings conforming to AWWA C110 with a rated working pressure of 350 psi.

**Thrust Blocks**

Thrust blocks are required as called for in the tables of thrust blocks within these plans and in the Standard Specifications.

Payment for thrust blocks shall be incidental to the fittings and water main bid items and no separate payment will be made.

**Pipeline Warning Tape**

Warning tape width for mains of 10-inch diameter and smaller shall be six inches. Warning tape width for mains of 12-inch diameter and greater shall be twelve inches.

Warning tape shall be non-traceable type. Warning tape shall be resistant to corrosive soil and intended for extended direct burial service. Tape shall meet A.P.W.A. national color code and be labeled, "Caution: Buried Water Below" with bold black letters for full length of tape. Warning tape shall be buried twelve inches above the water line.

Warning tape shall be incidental to the water main installation.

**Fire Hydrants**

Hydrants shall be set according to Detail W-02 for the water distribution mains.

Payment for fire hydrants shall include the auxiliary valve and box as called for in Section 33.11.13 of the Detailed Specifications and 6" pipe from tee to Fire Hydrant valve.

**Connect To Existing Water Main**

It is the Contractor's responsibility to verify location of the existing water main at the proposed connect to existing locations. It is the Contractor's responsibility to inform the Engineer of location and elevation prior to construction of the water main and fittings required to connect to the existing water main. All work necessary to determine the location of the existing water main shall be incidental to the contract bid item "Connect to Existing Water Main".

Connecting to existing water mains shall be completed per the Standard Specifications and as indicated within these plans.

All equipment, labor, materials and incidentals necessary for connecting to existing water main shall be included in the bid item "Connect to Existing Water Main" and paid for at the contract unit price per each.

**Disinfection of Water Mains**

The Contractor shall disinfect water mains in accordance with the Standard Specifications.

The Contractor shall employ methods to keep the pipe as clean as possible during installation, including but not limited to: temporary capping of pipe sections as they are installed, swabbing the pipe with a 1% hypochlorite solution; and mechanical means such as hydraulically propelled foam pig.

After disinfection, the Contractor shall remove the heavily-chlorinated water from the mains and neutralize.

All costs for cleaning, disinfection and flushing of all water mains shall be incidental to the installation of the water mains. No separate payment will be made.

COLOR PLANS ONLY - NO PRINT

P:\34-310 - BWD Railroad Avenue Water Main Extension\34-310-001 - Engineering\Drawings\Sheet\LEGEND - 2/17/2023 - B.T.M.

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

LOGO:



**DEADWOOD RAILROAD AVENUE  
WATER MAIN EXTENSION  
DEADWOOD, SOUTH DAKOTA**

REVISIONS:
35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010
DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

SHEET NAME: <b>GENERAL NOTES</b>
SHEET NO: <b>4</b>

19-24-010 - 000 Modified Issues Made Job Estimated 11-11-2015 05:10 Estimated (Contract) Sheet Number 2/19/2016 8:16am  
 C:\BPA\ASG\000\19-24-010

**Neutralization of Heavily-Chlorinated Water**

Dechlorination shall be completed in accordance with AWWA C655 and the Project Specifications. Heavily-chlorinated water used to disinfect all water mains shall be neutralized prior to release. The heavily-chlorinated water shall be neutralized by introducing Captor NSF, or approved equal, at the discharge from a hydrant using approved dechlorination equipment. At the option of the Contractor, the heavily-chlorinated water shall be contained and transported to an approved location for land application. The Contractor shall remain responsible for meeting all requirements of the standard specifications for required flow and minimum flow duration to flush pipelines and surface water quality standards. Neutralization of the heavily-chlorinated water shall be incidental to the installation of all water mains.

**Water Main Pressure Testing**

All testing shall be completed according to Section 33.11.13 of the Standard Specifications. All costs for pressure testing and final connection shall be incidental to the installation of the various water main diameters and included in their respective bid items. The test pressure in the project area shall be 180 psi. 350 psi for Ductile Iron pipes.

**Trench Check Dam**

The Contractor shall place within the trench a compacted cohesive clay check dam. Check dam locations shall be as indicated on the plans. During construction check dam locations may be moved due to field conditions upon notification to the Engineer. The adjusted location shall be recorded. The check dam shall extend from the bottom of the excavation through the bedding material to the backfill and shall extend completely to each trench sidewall. The check dam is used as a means to prevent the conveyance of water through the trench bedding. Compacted cohesive clay shall consist of material that contains a minimum of 25% minus no. 200 sieve material, with 70% passing a 3/4-inch sieve and a minimum P.I. of 10%. The material shall consist of clay, silty sand, or silty clay. If the normal excavated material is not suitable for construction of the check dam, then the Contractor shall obtain material from outside sources. Check dam installation and material shall be considered as incidental to the water pipe installation.

**Storm Sewer Pipe**

Install length for all storm sewer pipes are called out by the measurement taken from the downstream box inside wall to the upstream box inside wall and rounded up to the nearest foot. The install length is rounded up to the nearest even number increment (2, 4, 6, etc) in the table of storm sewer pipe. The length called out in the table of storm sewer pipe is the length called out in the bid tab. The laying length of tees and bends has been subtracted from the install lengths and quantity tables. Pipes are designed linearly from center of junction box to center of box. In cases where the pipe is not perpendicular to the box wall, The Contractor shall match center of pipe to the horizontal center of the box wall. The design intent of the storm sewer pipe layout is to have a minimum of 1-foot of embankment over all storm pipes. This may not be the case at major storm pipe crossings and in longitudinal runs where pipe slope is critical. The Contractor is advised to take precautions to protect the integrity of shallow storm pipes. Storm sewer may be either reinforced concrete pipe (RCP) or ADS HP Storm. The storm sewer layout identified in these plans is based on RCP. If an alternate material is supplied, it is the responsibility of the Contractor and Material Supplier to provide any proposed layout modifications for review and approval. RCP with a diameter of 30" and smaller shall be Class 3 RCP with a diameter of 36" and greater shall be Class 2. Bedding for reinforced concrete pipe shall be Class C in accordance with the SDDOT Standard Specifications for Roads and Bridges 2015 Edition. Bedding for HP Storm shall be in accordance with the trench detail for HDPE Storm Pipe included within these plans.

**Reinforced Concrete Storm Inlets**

Type B inlet frames and grates shall be Neenah R-3067V or approved equal. Construction details for the various types of inlets will be in accordance with Standard Details. Precast concrete collars are allowed; no additional payment will be made. Payment for storm inlets will be full compensation for excavation, backfill, labor, all materials including concrete and reinforcing steel, frames, grates, covers, castings, and incidentals necessary for a complete storm inlet structure. Payment will be made on a per each basis for each individual box under the specific size listed in the bid tab.

**Storm Area Inlet**

A 2' x 3' Area Inlet (or similar larger area inlet) shall be installed in the location shown in these plans. Installation shall include the reinforced concrete box, frame and grate, and a concrete collar constructed per the details shown in these plans. The cast frame and grate shall be a SDDOT Type E frame and grate (SDDOT Standard Plate 670.86) or approved equal. Payment for the storm area inlet will be full compensation for excavation, backfill, labor, all materials including reinforced concrete box, frames, grates, concrete collar, and incidentals necessary for a complete structure. Payment will be made under the contract bid item "2' X 3' Area Inlet" at the unit price per each.

**Culvert Inlet and Outlets**

Additional minor grading to shape slopes and provide positive drainage may be necessary at culvert inlets and outlets. No extra payment will be made for this operation.

**Concrete Pipe Connections**

Pipe connections to existing pipes, manholes, junction boxes and drop inlets shall be done by breaking a hole into the existing structure and inserting the pipe. A concrete collar shall then be poured around the pipe in the area of the connection.

When it is not possible to use a normal joint (male-female ends), connections to existing pipe shall be made by placing a 2' wide by 6" thick M-6 concrete collar around the outside of the connection. The concrete collar shall be reinforced with 6x6 W2.9 x W2.9 wire mesh.

All costs for constructing the concrete collars including materials and labor shall be incidental to the contract unit price per foot for the corresponding bid item.

**Granular Base Material**

Aggregates for granular base material shall conform to the requirements for aggregate base course or limestone ledge rock base course as specified in the Standard Specifications. Placement of granular base material shall be in accordance with the Standard Specifications. Estimated quantities were based upon an assumed in place density of 150 pounds per cubic foot. Granular base material placed for sidewalk construction shall be considered incidental to the sidewalk bid item per the standard specifications unless otherwise specified. All other granular base material shall be paid for under the bid item for "Aggregate Base Course."

**Gravel Surfacing**

Aggregates for gravel surfacing shall conform to the requirements for aggregate base course or limestone ledge rock base course as specified in Section 32.11.23 of the Standard Specifications. Placement of gravel surfacing shall be in accordance with the Standard Specifications. Estimated quantities were based upon an assumed in place density of 150 lb/cu ft placed 6-inches thick. Payment for gravel surfacing will be made at the contract unit price per ton for "Gravel Surfacing, Permanent".

**Portland Cement Concrete**

All concrete shall be Class M6 unless otherwise specified and approved by the Engineer. The Contractor may utilize up to 20% fly ash in the mix design for class M6 concrete.

**Concrete Curb and Gutter**

Concrete curb and gutter construction and measurement shall be in accordance with Section 32.16.13 of the Standard Specifications. Payment for type B66 curb and gutter will be made at the contract unit price per linear foot for "Concrete Curb & Gutter, Type B66." payment for type P6 curb and gutter will be made at the contract unit price per linear foot for "Concrete Gutter, Type P6".

**Curb Ramps and Openings**

Curb ramps and openings shall be constructed in accordance with the details in this plan set, at the locations shown on the drawings or as required by the Engineer. No separate payment will be made for curb ramps and openings.

**Asphalt Concrete**

The Contractor may utilize up to 15% rap within the asphalt mix design. Estimated quantities were based upon an assumed in place density of 150 lb./cu ft.

**6-inch Reinforced Portland Cement Concrete Pavement**

Portland Cement Concrete Pavement shall conform to the requirements of Section 32.13.13 of the Standard Specifications. The final finish shall be with a carpet drag drawn over the surface in a longitudinal direction. Brooming may be used on irregular areas as approved by the Engineer. Curing shall be accomplished utilizing the Liquid Membrane Curing Compound Method unless otherwise approved by the Engineer. The pavement surface shall be tested with a 10 Foot Straightedge with the permissible longitudinal and transverse surface deviation being 1/4 inch in 10 feet. Joints shall be sealed with a hot-poured elastic joint sealer. Joints in the adjacent curb and gutter shall be sealed in accordance with Standard Detail RG006 and RG007.

**Sidewalk**

Sidewalk shall be constructed per Section 32.06.10 of the Standard Specifications. The sidewalk identified to be constructed at handicapped ramp locations shall be constructed with 5 inches of concrete on 4 inches of aggregate base course. The 5' concrete sidewalk will be paid for under the bid item for "Concrete Sidewalk, 5' Nonreinforced" and the 4 inches of aggregate base course will be paid for under the bid item for "Aggregate Base Course". All other sidewalk shall be 4 inches thick over 2" of aggregate base course which is incidental to the sidewalk item.

**Expansion Joints in Concrete Pavement**

Concrete driveways and sidewalk placed adjacent to existing concrete or buildings/structures shall have preformed expansion joint filler placed along the new/existing interface. Preformed expansion joint filler shall be considered incidental to the various concrete bid items. No separate payment will be made.

**Topsoil**

The Contractor is required to salvage topsoil from within the limits of the project and stockpile on site. Salvaging and stockpiling of topsoil will be paid for at the contract unit price per cubic yard for "Excavation, Unclassified." Payment for placing topsoil will be paid for at the contract unit price per cubic yard for "Topsoil, Place." Plans quantity will be the basis of payment for "Topsoil, Place" unless changes are ordered by the Engineer.

The estimated amount of topsoil to cover the areas designated to receive seed, to a minimum depth of 6 inches, is given in the estimate of quantities assuming no shrinkage. Contractor furnished topsoil will not be required.

A portion of the salvaged topsoil quantity shall be used in the construction of topsoil berms. See the erosion and sediment control notes and layouts for additional information. Payment for construction of the topsoil berms shall be considered incidental to the "Excavation, Unclassified" bid item.

**Permanent Seeding, Fertilizing and Mulching**

All disturbed areas that will not be paved, graveled, or sodded shall be permanently seeded, fertilized, and fiber mulched according to the Standard Specifications. Seed shall be placed by drilling methods on all areas.

Seed mix shall be the road ditch mix per the Standard Specifications

In areas where the road ditch mix is used, a cover crop of winter wheat shall be applied at 10 lbs/ acre if seeded between August 1 and November 30. Spring wheat shall be used if seeding is completed between December 1 and July 31. Watering will be required according to Section 32.92.19 of the Standard Specifications. Water shall be incidental to the contract bid item, "Seeding, Fertilizing, & Mulching".

Plans quantity will be paid without further measurement.

**Geogrid Subgrade Reinforcement**

A quantity of geogrid subgrade reinforcement is included in the estimate of quantities for subgrade stabilization at possible unstable areas. Geogrid subgrade reinforcement shall be Mirafi BXG120 or approved equal.

This work item requires pre-authorization of the Engineer to be eligible for payment. Payment will be based on field measurement of quantities.



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DEADWOOD RAILROAD AVENUE  
WATER MAIN EXTENSION  
DEADWOOD, SOUTH DAKOTA

REVISIONS:  
35% DESIGN PLANS  
95% DESIGN PLANS

JOB NUMBER: 24-010  
DESIGNED BY: BK  
DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

SHEET NAME:  
GENERAL NOTES  
SHEET NO:  
5

EXISTING

	BORE HOLE		ASPHALT
	TRANSFORMER		BUILDING
	ELECTRIC / COMM BOX		CENTERLINE
	FIRE HYDRANT		COMMUNICATION LINE
	GATE VALVE		CONCRETE
	SANITARY SEWER CLEANOUT		CURB & GUTTER
	SANITARY SEWER MANHOLE		GAS LINE
	SIGN		EDGE OF GRAVEL
	STREET LIGHT		FENCE - BARB
	TYPE B		FENCE - CHAINLINK
	TYPE E		FENCE - WOOD
	TYPE S		MAJOR CONTOUR
	TREE		MINOR CONTOUR
	GUY		OVERHEAD POWER LINE
			POWER CONDUIT
			PROPERTY LINE
			RIGHT OF WAY LINE
			RIPRAP
			SANITARY SEWER MAIN
			SANITARY SEWER SERVICE
			SECTION LINE
			SIDEWALK
			STORM SEWER
			WATER MAIN
			WATER SERVICE

PROPOSED

	BEND		ASPHALT
	BORE HOLE		COMMUNICATION LINE
	CAP		CONCRETE
	CROSS		CURB & GUTTER
	DEFLECTION COUPLING		DEMOLITION
	FIRE HYDRANT		DIRECTION OF FLOW
	GATE VALVE		DRAINAGE LINE
	LEFT TURN LANE		EXCAVATION LIMITS
	POST INDICATOR VALVE		EXISTING PROPERTY LINE
	REDUCER		EXISTING SANITARY SEWER MAIN
	RIGHT TURN LANE		EXISTING WATER MAIN
	SANITARY SEWER CLEANOUT		FOUNDATION DRAIN
	SANITARY SEWER MANHOLE		GAS LINE
	SIGN		GRAVEL FILTER SOCKS
	STREET LIGHT		MAJOR CONTOUR
	TEE		MINOR CONTOUR
	TYPE B		PAVEMENT MARKING
	TYPE E		PERIMETER PROTECTION
	TYPE S		POWER CONDUIT
			PROPERTY LINE
			ROOF DRAIN
			RIGHT OF WAY LINE
			RIPRAP
			SANITARY SEWER MAIN
			SANITARY SEWER SERVICE
			SECTION LINE
			SETBACK LINE
			SIDEWALK
			SILT FENCE
			STORM SEWER
			STRAW WATTLE
			TOP SOIL BERM
			WATER MAIN
			WATER SERVICE

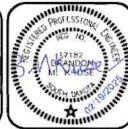
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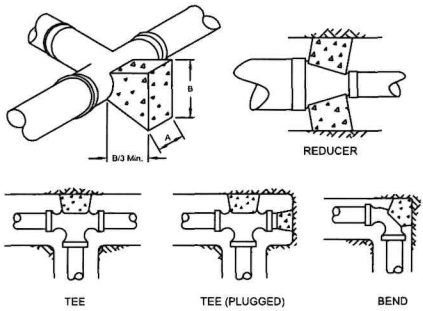
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

REVISIONS:  
35% DESIGN PLANS  
95% DESIGN PLANS

JOB NUMBER: 24-010  
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DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

SHEET NAME:  
**LEGEND**

SHEET NO:  
6



THRUST BLOCKING FOR WATER MAIN FITTINGS

12" PVC		8" PVC		6" PVC	
FITTINGS	RESTRAINED LENGTHS	FITTINGS	RESTRAINED LENGTHS	FITTINGS	RESTRAINED LENGTHS
<b>BENDS</b>					
11 1/2'	3'	11 1/2'	2'	11 1/2'	2'
22 1/2'	5'	22 1/2'	3'	22 1/2'	3'
45'	9'	45'	6'	45'	5'
90'	21'	90'	15'	90'	11'
<b>TEE'S</b>					
12" x 12"	28'	8" x 8"	10'	6" x 6"	1'
12" x 8"	1'	8" x 6"	1'		
12" x 6"	1'				
VALVE/CAP	62'	VALVE/CAP	43'	VALVE/CAP	33'
<b>REDUCERS/INCREASERS</b>					
12" x 8"	33'	8" x 6"	18'		
12" x 6"	45'				
<b>VERTICAL OFFSETS</b>					
45'					
UPPER BEND	35'	UPPER BEND	---	UPPER BEND	---
LOWER BEND	7'	LOWER BEND	---	LOWER BEND	---

**RESTRAINING REQUIREMENTS**  
ALL FITTINGS, VALVES, AND PIPE JOINTS WITHIN THE SPECIFIED RESTRAINED LENGTHS LISTED BELOW SHALL BE RESTRAINED.

**INSTALLATION CONDITIONS USED FOR CALCULATIONS:**

1. SOIL TYPE = CL, GRAN, FILL
2. TRENCH TYPE = 5
3. TEST PRESSURE = 150 PSI
4. SAFETY FACTOR = 1.5:1
5. DEPTH BURY = 6.0 FT.
6. TEE RESTRAINTS WERE CALCULATED W/RESTRAINT LENGTHS OF 5' IN EACH DIRECTION ALONG THE RUN OF TEE.

**NOTE:**  
CALCULATIONS FOR RESTRAINED LENGTHS WERE DERIVED FROM EBAA IRON INC. SOFTWARE.  
WHERE RESTRAINT LENGTHS CAN NOT BE ACHIEVED THRUST BLOCKS SHALL BE UTILIZED.

OPERATING PRESSURE (psi)	150
SOIL BEARING CAPACITY (psf)	1500
FACTOR OF SAFETY	2

TEES AND DEAD ENDS						
MIN. AREA (sq)	A (ft)	B (ft)	T (ft)	MIN. VOL. (cy)		
4	3.70	2.70	1.40	1.50		0.21
6	7.50	4.00	1.90	1.50		0.42
8	12.50	5.20	2.50	1.50		0.72
10	19.40	6.30	3.10	1.50		1.09
12	27.40	7.50	3.70	1.50		1.54
14	36.80	8.60	4.30	1.50		2.05
16	47.60	9.80	4.90	2.00		3.56
18	59.80	10.90	5.50	2.00		4.44
20	73.30	12.10	6.10	2.00		5.47
24	104.60	14.60	7.20	2.00		7.79

90 DEGREE BENDS						
MIN. AREA (sq)	A (ft)	B (ft)	T (ft)	MIN. VOL. (cy)		
4	5.20	3.30	1.60	1.50	0.29	
6	10.60	4.70	2.30	1.50	0.60	
8	16.20	6.10	3.00	1.50	1.02	
10	22.40	7.50	3.70	1.50	1.54	
12	29.80	8.90	4.40	1.50	2.19	
14	37.80	10.30	5.10	1.50	2.92	
16	47.00	11.70	5.80	2.00	3.73	
18	57.30	13.00	6.50	2.00	4.62	
20	68.80	14.50	7.20	2.00	5.60	
24	104.60	17.20	8.60	2.00	8.16	

45 DEGREE BENDS						
MIN. AREA (sq)	A (ft)	B (ft)	T (ft)	MIN. VOL. (cy)		
4	2.80	2.40	1.20	1.50		0.16
6	5.60	3.50	1.70	1.50		0.33
8	8.90	4.50	2.20	1.50		0.55
10	12.80	5.60	2.70	1.50		0.84
12	17.20	6.60	3.20	1.50		1.17
14	22.20	7.50	3.80	1.50		1.58
16	27.80	8.50	4.30	2.00		2.11
18	34.00	9.60	4.80	2.00		2.74
20	40.80	10.60	5.30	2.00		3.46
24	60.10	12.60	6.30	2.00		5.97

22.5 DEGREE BENDS						
MIN. AREA (sq)	A (ft)	B (ft)	T (ft)	MIN. VOL. (cy)		
4	1.4	0.80	1.50		0.08	
6	2.8	1.20	1.50		0.17	
8	5.0	1.60	1.50		0.28	
10	7.6	1.90	1.50		0.42	
12	10.7	2.30	1.50		0.60	
14	14.3	2.70	1.50		0.81	
16	18.6	3.00	2.00		1.38	
18	23.3	3.40	2.00		1.74	
20	28.6	3.80	2.00		2.14	
24	40.8	4.50	2.00		3.03	

11.25 DEGREE BENDS AND HD COUPLINGS						
MIN. AREA (sq)	A (ft)	B (ft)	T (ft)	MIN. VOL. (cy)		
4	0.7	1.20	0.60	1.50		0.04
6	1.5	1.70	0.90	1.50		0.09
8	2.5	2.30	1.10	1.50		0.14
10	3.8	2.80	1.40	1.50		0.22
12	5.4	3.40	1.60	1.50		0.30
14	7.2	3.80	1.90	1.50		0.40
16	9.3	4.50	2.10	2.00		0.70
18	11.7	4.80	2.40	2.00		0.87
20	14.4	5.40	2.70	2.00		1.08
24	20.5	6.50	3.20	2.00		1.54

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 COLOR PLANS - SHEET TOOLS



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**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER: 24-010**

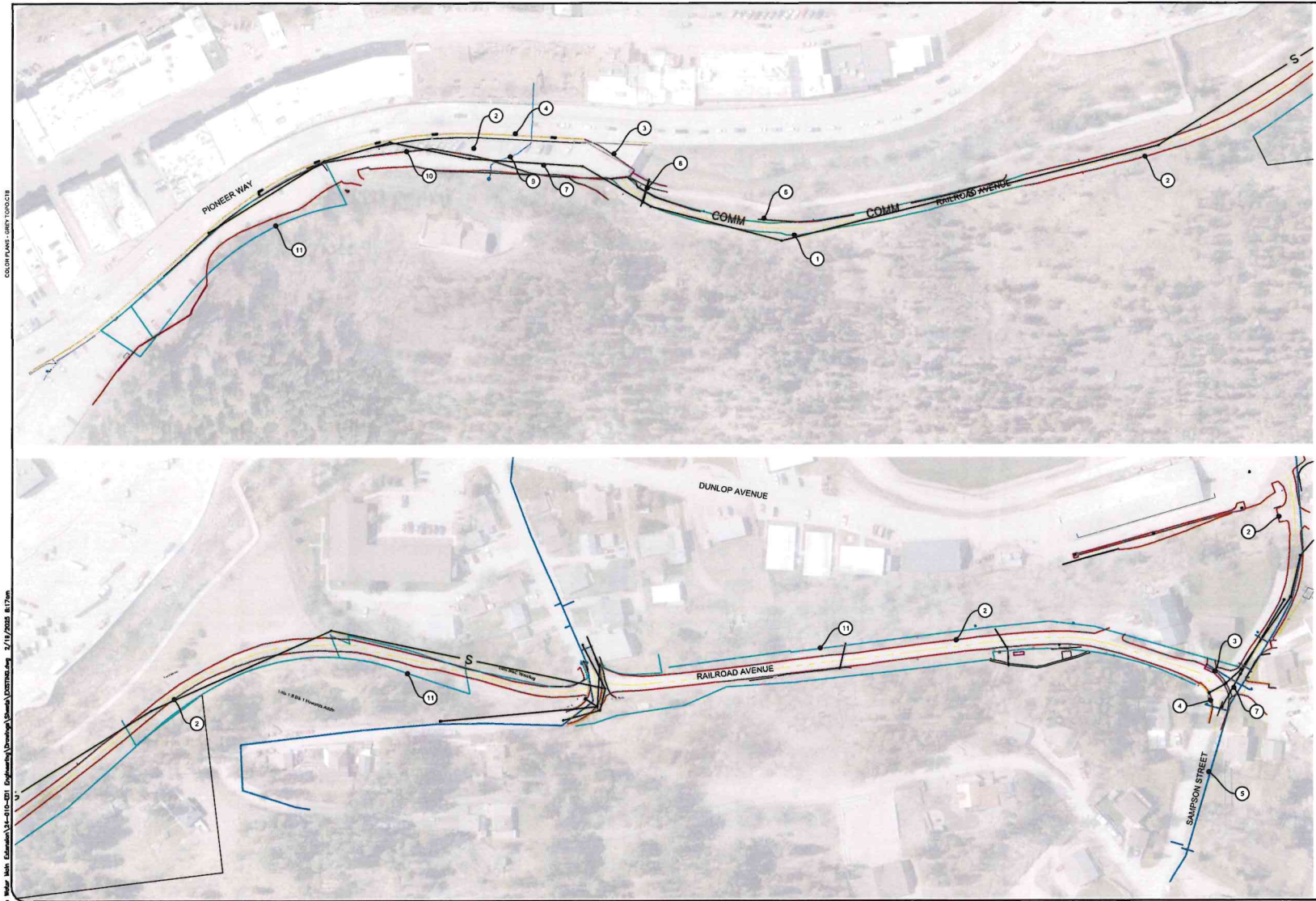
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DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

**SHEET NAME:**  
**SECTIONS**

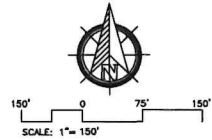
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7







- ① EXISTING GRAVEL LINE
- ② EXISTING ASPHALT
- ③ EXISTING CONCRETE
- ④ EXISTING CURB AND GUTTER
- ⑤ EXISTING WATER LINE
- ⑥ EXISTING COMM LINES
- ⑦ EXISTING SEWER MAIN
- ⑧ EXISTING STORM SEWER
- ⑨ EXISTING 1/2" COPPER SERVICE LINE
- ⑩ EXISTING COMM LINE (UG)
- ⑪ EXISTING PROPERTY LINE



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**TDG**

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JOB NUMBER: 24-010
DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

SHEET NAME: <b>EXISTING CONDITIONS</b>
SHEET NO: 9

**OWNER REPRESENTATIVE**

Company: City of Deadwood, SD  
 Contact: Kevin Kuchenbecker, Planning and Zoning Director and Historic Preservation Officer  
 Address: 108 Sherman Street  
 Address: Deadwood, SD 57732  
 Email: kevin@cityofdeadwood.com  
 Phone: 605.578.2082

**CONTRACTOR**

Company: TBD  
 Contact:  
 Address:  
 Address:  
 Email:  
 Phone:

**DESIGN ENGINEER**

Company: Towey Design Group, Inc.  
 Contact: Brandon Kruse, PE #17182  
 Address: 147 Chisholm Drive  
 Address Box Elder, SD, 57719  
 Email: brandon@toweydesigngroup.com  
 Phone: 605.600.3758

**PROJECT DESCRIPTION**

This project consists of the installation of approximately 1 mile of water main. The installation of storm sewer along Sampson Ave. The reconstruction of the intersection of Railroad Ave and Sampson Street.

**SOILS**

Consult the geotechnical report for more complete soils information. The geotechnical report is provided in the bidding documents. Generally the soils are classified as a Silty Lean Clay with Gravel.

**EXISTING SITE CONDITIONS**

- Are wetlands an issue? No
- If wetlands are an issue, has a determination been made by the US Army Corps of Engineers?
- Does the State Historical Preservation Office (SHPO) need to review these plans? No
- Does the SD Game, Fish, and Parks need to review these Plans? No
- Does the US Fish and Wildlife Service need to review these plans? No

**ADJACENT AREAS**

Adjacent areas near the start of the project consist of parking lot and highway on each side of the project. The portion down Railroad Ave consists of Whitewood Creek and hill areas, with mixed in single family residential housing.

**AREA FOR STOCKPILE AND STORAGE**

Any excavated materials to be reused may be stockpiled within the project limits at a location chosen by the Contractor and approved by the Owner and Engineer. Excess excavated materials are to be hauled off site. Stockpiles of excavated materials shall be protected by a silt fence where the silt fence shall be placed at a minimum of 8' from the toe of the pile and seeded with a temporary cover crop.

**STORMWATER MANAGEMENT CONSIDERATIONS**

Stormwater will generally flow toward the creek in all directions. Storm sewer networks drain directly to the Creek from various streets and parking lots.

**AREAS DISTURBED**

The anticipated total surface area to be disturbed is approximately 1.58 acres.

**SEDIMENT CONTROL MEASURES**

The intent of this project generally includes: concrete washout areas, vehicle tracking control pads, silt fence, sediment control wattles, gravel filter socks, inlet sedimentation protection, temporary sediment trap, and topsoil berm if desired.

**NOTICE OF INTENT**

The Contractor will be responsible for submitting the required documents to SDDANR. The Contractor will be required to secure the necessary permits through SDDANR. The Contractor shall coordinate efforts with City staff to allow time for the City to sign any and all documents as the Owner of the project. The Notice of Intent (NOI) will be submitted by the Owner. Following completion of the project, the Owner will be responsible for submitting a Notice of Termination (NOT). The Contractor will be responsible to submit any required documentation to the Owner for the NOI and NOT submittals.

**SCHEDULE**

The following is the Engineer's proposed order of project sequencing for the project. This is a theoretical schedule only. It is the Contractors responsibility to develop their own schedule if they would like to utilize a different sequencing, they shall submit that to the Engineer and City for approval.

- April of 2025 – Bid letting of the project.
- October of 2025 – All asphalt paving completed as required based on asphalt availability.
- November of 2025 – Final Completion

Erosion control measures installed with the project will remain in place and removed once the site has become stabilized.

**MAINTENANCE**

All paved streets and/or parking lots adjacent to the site shall be cleaned at the end of each working day. All construction traffic leaving the site shall exit via a vehicle tracking control pad.

The Prime Contractor shall assure that qualified personnel inspect the site at least once every 7 calendar days and within 24 hours of the end of a storm that is one-half (0.5) inch or greater to confirm plan compliance. A report summarizing the areas inspected, name(s) and title(s) of personnel making the inspection, the date(s) of the inspection, major observations, and corrective actions taken shall be made and retained as part of the plan for at least three (3) years. Such reports shall identify any incidents of non-compliance. Where an inspection does not identify incidents of non-compliance, the report shall contain a certification that the site is in compliance with the plan and permit.

**PERMANENT STABILIZATION MEASURES**

All disturbed areas from grading operations shall be seeded with a temporary cover crop.

**SPILL PREVENTION/CONTROL PRACTICES**

- For all hazardous materials stored on site, the manufacturer's recommended methods for spill clean-up will be clearly posted. Site personnel will be made aware of the procedures and the locations of the information and clean-up supplies.
- Appropriate clean-up materials and equipment will be maintained by the Contractor in the material storage area onsite. As appropriate, materials and equipment may include items such as: brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for clean-up purposes.
- All spills will be cleaned immediately after discovery and the materials disposed of properly.
- The spill area will be kept well-ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with any hazardous substances.
- After a spill, a report will be prepared describing the spill, what caused it, and the clean-up measures taken. The spill prevention plan will be adjusted to include measures to prevent this type of spill from recurring, as well as clean-up instructions in the event of recurrences.
- The Contractor's Site Superintendent, responsible for day-to-day operations, will be the spill prevention and clean-up coordinator. The Contractor is responsible for ensuring that the Site Superintendent has had appropriate training for hazardous materials handling, spill management, and clean-up.

**SOIL STABILIZATION**

After construction begins, soil stabilization shall be applied within 14 days to all disturbed areas that may not be final grade but will remain dormant (undisturbed) for periods longer than an additional 21 calendar days. Within 14 days after final grade is reached on any portion of the site, permanent or temporary soil stabilization shall be applied to disturbed areas and soil stockpiles. Maximum time limits of land exposures for selection of erosion controls:

Erosion Control	Method	Maximum Allowable Period of Exposure (months)
Surface Roughening*		1
Mulching		12
Temporary Revegetation		12-24
Permanent Revegetation		24 or more
Soil Stockpile Revegetation		2
Early Application of Road Base		1

\*The surface roughening erosion control may be extended to a maximum of three (3) months on a case basis if the City Inspector has determined that the site demonstrates the following:

- Appropriate soil conditions exist for the methods of control.
- Disturbed areas will be seeded and mulched within three (3) months
- Seasonal planting limitations exist.
- Soil stabilization method has demonstrated its effectiveness.

**DEWATERING**

Dewatering operations are expected during the majority of this project. It is the Contractors responsibility to submit for the general dewatering permit from SD DENR. Refer to the General Notes Pages and the Standard Specification.

**EROSION AND SEDIMENT CONTROL MEASURES**

**PERIMETER PROTECTION (PP)**

Perimeter protection shall be installed at locations shown on the drawings or as directed by the Engineer, to retain sediment from being transported off the project site. Perimeter protection may be constructed with silt fence or sediment control wattles. Perimeter protection shall be inspected in accordance with the SWPPP.

**SILT FENCE (SF)**

Silt fence (Low Flow: 20-70 gal/min/sf or High Flow 71-145 g/min/sf) shall be placed at the locations noted in the drawings and at locations that will minimize siltation of adjacent streams, lakes, dams, or drainage areas as determined by the Engineer during construction.

**MUCKING SILT FENCE**

Mucking silt fence shall consist of removing muck trapped by the silt fence and spreading the material evenly over the adjacent area to conform to the existing grade. The Contractor shall remove muck when the surface of the muck is at approximately 1/3 the height of the silt fence.

**SEDIMENT CONTROL WATTLES (SCW)**

Sediment control wattles can be used for perimeter control, inlet protection, check dams, slope protection, etc. and shall be installed at locations as shown on the drawings and at locations determined by the Engineer during construction.

The Contractor shall provide certification that the sediment control wattles do not contain noxious weed seeds. For compost socks the contractor shall also provide certification that the compost used is free from noxious weed seeds.

The Contractor shall remove sediment trapped by the wattle when the surface of the sediment reaches one-half the height of the exposed wattle. Damaged areas should be repaired immediately until the vegetation is established and growing through the material.

**EROSION CONTROL BLANKET (ECB)**

Erosion control blanket shall be installed at locations as shown on the drawings and at locations determined by the Engineer during construction.

Erosion control blankets are placed into the following categories:

- Type 1 – used for temporary stabilization of slopes of less than 10H:1V, Not allowed in channel applications;
- Type 2 – used for temporary stabilization of slopes of 3H:1V or less. can be used in low gradient ditches and channels;
- Type 3 – used for temporary stabilization of slopes of 2H:1V or less. used in ditches and channels; and
- Type 4 – used for temporary stabilization of slopes of 1H:1V or less. used in ditches and channels.

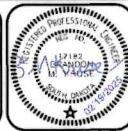
COLLAR PLACED OVER 1/8" DIA. PUNCH

1/8" DIA. PUNCH - 0.005 INCHES DEPTH - 0.005 INCHES DIAMETER - 0.005 INCHES THICKNESS - 0.005 INCHES WIDTH - 0.005 INCHES LENGTH - 0.005 INCHES RADIUS - 0.005 INCHES SQUARENESS - 0.005 INCHES TOLERANCE



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 WATER MAIN EXTENSION  
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- 95% DESIGN PLANS

JOB NUMBER: 24-010

DESIGNED BY: BK  
 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

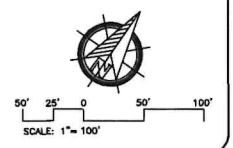
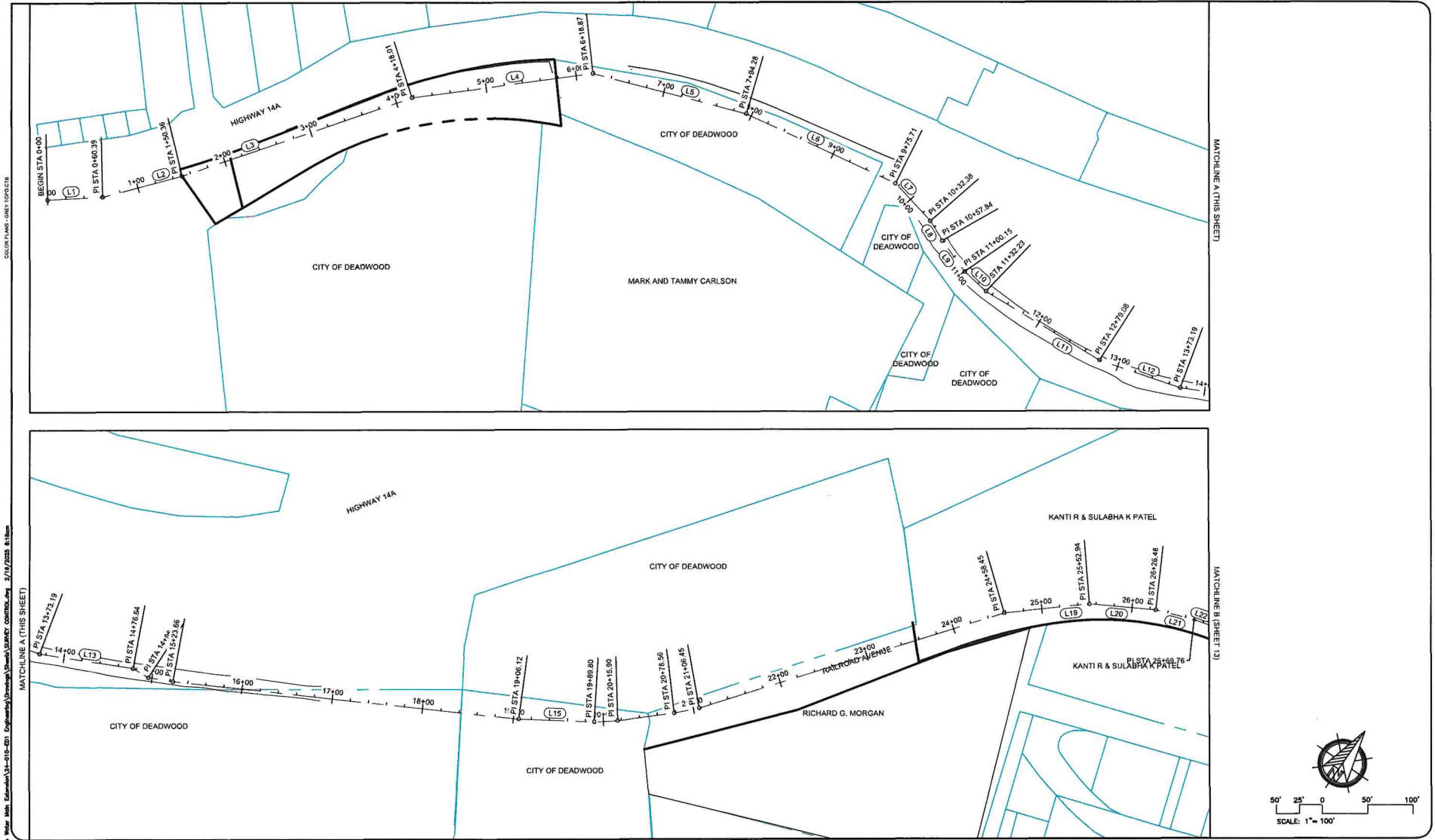
SHEET NAME:

**EROSION CONTROL NOTES**

SHEET NO:

10



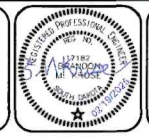


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**Towey Design Group, Inc.**  
 147 Chisholm Drive  
 Box Elder, SD 57719  
 605.600.3758

LOGO

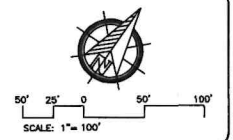
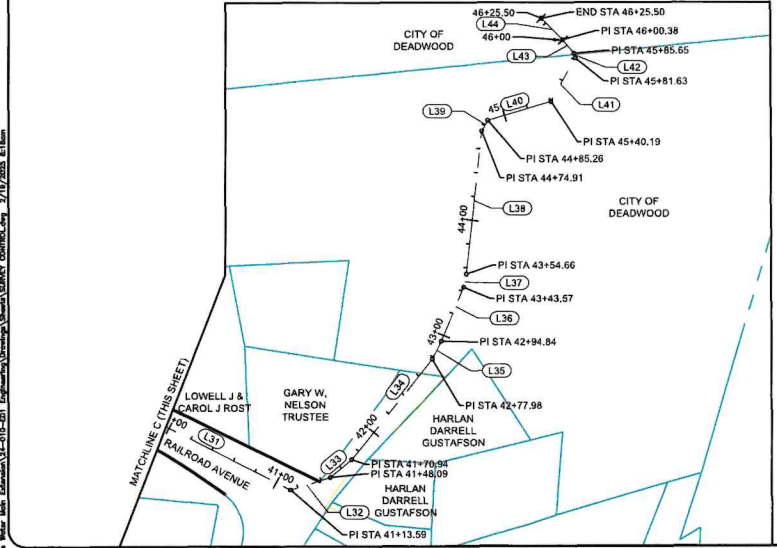
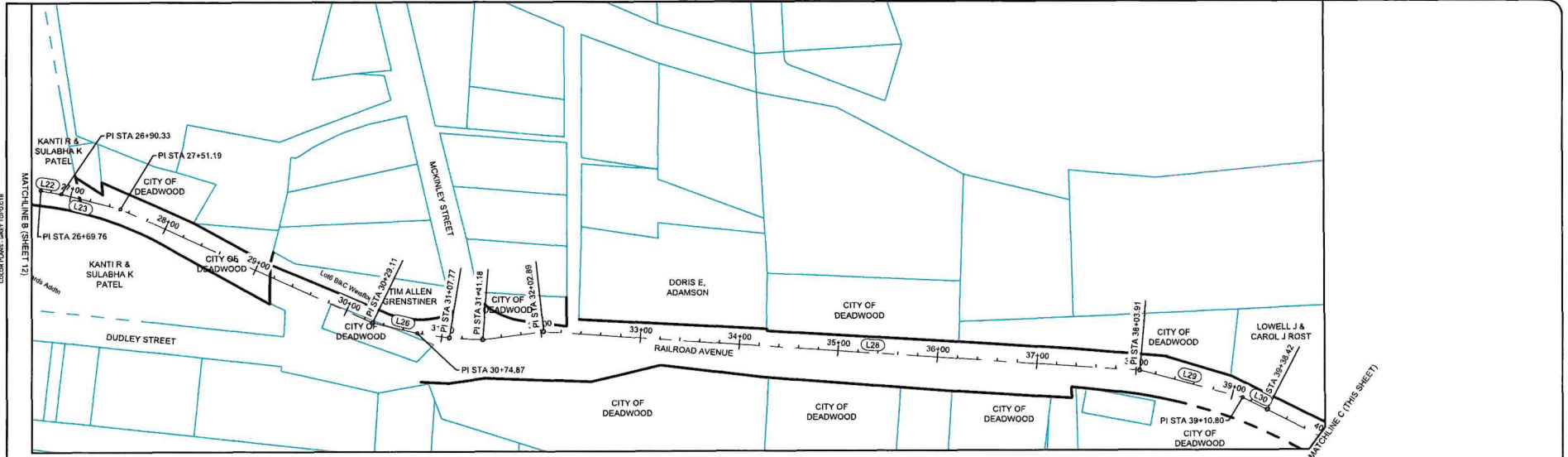


**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**



REVISIONS: 35% DESIGN PLANS 95% DESIGN PLANS
--

JOB NUMBER: 24-010 DESIGNED BY: BK DRAWN BY: BK/NR SURVEYED BY: SURVEY DATE:
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SHEET NAME: <b>SURVEY CONTROL PLAN</b>
SHEET NO: 12



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 C:\Users\BKS\OneDrive\Documents\2018\24-010-001 - 100 Railroad Avenue - Water Main Extension\24-010-001 - Engineering\Drawings\DWG\DWG\CONTRACT.dwg 2/19/2018 8:11 AM

 <p><b>Towey Design Group, Inc.</b> 147 Chisholm Drive Box Elder, SD 57719 605.600.3758</p>	LOGO:		<b>DEADWOOD RAILROAD AVENUE</b>  <b>WATER MAIN EXTENSION</b>  <b>DEADWOOD, SOUTH DAKOTA</b>	REVISIONS: 35% DESIGN PLANS 95% DESIGN PLANS	JOB NUMBER: 24-010 DESIGNED BY: BK DRAWN BY: BK/NR	SHEET NAME: <b>SURVEY CONTROL PLAN</b>
				SURVEYED BY: SURVEY DATE:	SHEET NO: 13	

ALIGNMENT - WATERMAIN - ALIGNMENT

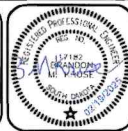
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L1	0+00.00	220700.16	993874.29	60.39	0+60.39	220743.15	993916.70	N44° 36' 53.67"E
L2	0+60.39	220743.15	993916.70	89.96	1+50.36	220819.10	993994.95	N32° 25' 40.01"E
L3	1+50.36	220819.10	993994.95	267.65	4+18.01	221054.47	994092.36	N28° 25' 40.01"E
L4	4+18.01	221054.47	994092.36	200.86	6+18.87	221209.06	994220.60	N39° 40' 40.01"E
L5	6+18.87	221209.06	994220.60	175.41	7+94.28	221290.93	994375.74	N62° 10' 40.01"E
L6	7+94.28	221290.93	994375.74	181.43	9+75.71	221345.41	994548.79	N72° 31' 32.00"E
L7	9+75.71	221345.41	994548.79	56.67	10+32.38	221340.44	994605.25	S84° 58' 28.00"E
L8	10+32.38	221340.44	994605.25	25.46	10+57.84	221333.31	994629.69	S73° 43' 28.00"E
L9	10+57.84	221333.31	994629.69	42.32	11+00.15	221325.04	994671.18	S78° 43' 28.00"E
L10	11+00.15	221325.04	994671.18	32.08	11+32.23	221325.02	994703.26	S89° 58' 28.00"E
L11	11+32.23	221325.02	994703.26	146.85	12+79.08	221353.66	994847.29	N78° 45' 15.49"E
L12	12+79.08	221353.66	994847.29	94.11	13+73.19	221391.23	994933.58	N68° 28' 21.28"E
L13	13+73.19	221391.23	994933.58	103.44	14+76.64	221446.50	995019.72	N56° 23' 07.27"E
L15	19+06.32	221694.29	995369.73	83.68	19+89.80	221748.64	995433.36	N49° 29' 55.44"E
L19	24+58.45	222142.94	995684.03	94.50	25+52.94	222213.85	995746.37	N41° 16' 40.99"E
L20	25+52.94	222213.85	995746.37	73.54	26+26.48	222258.69	995904.74	N52° 31' 40.99"E
L21	26+26.48	222258.69	995804.74	43.28	26+69.76	222278.89	995843.02	N62° 11' 14.61"E
L22	26+69.76	222278.89	995843.02	20.57	26+90.33	222286.66	995861.98	N67° 11' 14.61"E
L23	26+90.33	222286.66	995861.98	60.86	27+51.19	222305.48	995919.92	N72° 11' 14.61"E
L26	30+29.11	222344.28	996195.11	45.77	30+74.87	222359.39	996238.32	N70° 43' 27.44"E
L28	32+02.89	222428.87	996344.76	601.02	38+03.91	222717.42	996871.98	N61° 18' 26.73"E
L29	38+03.91	222717.42	996871.98	106.89	39+10.80	222749.47	996973.96	N72° 33' 26.73"E
L30	39+10.80	222749.47	996973.96	27.81	39+38.42	222752.44	997001.41	N83° 46' 26.73"E
L31	39+38.42	222752.44	997001.41	175.17	41+13.59	222768.61	997175.83	N84° 42' 14.89"E
L32	41+13.59	222768.61	997175.83	34.50	41+48.09	222795.16	997197.87	N39° 42' 14.89"E
L33	41+48.09	222795.16	997197.87	22.85	41+70.94	222816.99	997204.63	N17° 12' 14.89"E
L34	41+70.94	222816.99	997204.63	107.04	42+77.98	222923.45	997215.73	N05° 57' 14.89"E
L35	42+77.98	222923.45	997215.73	16.86	42+94.84	222940.24	997214.18	N05° 17' 45.31"W
L36	42+94.84	222940.24	997214.18	48.73	43+43.57	222988.18	997205.47	N10° 17' 45.31"W
L37	43+43.57	222988.18	997205.47	11.08	43+54.66	222998.49	997201.40	N21° 32' 45.31"W
L38	43+54.66	222998.49	997201.40	120.25	44+74.91	223106.07	997147.65	N26° 32' 45.31"W
L39	44+74.91	223106.07	997147.65	10.36	44+85.26	223116.40	997147.03	N03° 28' 30.22"W
L40	44+85.26	223116.40	997147.03	54.92	45+40.19	223157.93	997182.97	N40° 52' 40.68"E
L41	45+40.19	223157.93	997182.97	41.44	45+81.63	223199.30	997180.46	N03° 28' 30.22"W
L42	45+81.63	223199.30	997180.46	4.02	45+85.65	223201.86	997177.45	N48° 28' 30.22"W
L43	45+85.65	223201.86	997177.45	14.74	46+00.38	223206.38	997163.39	N72° 34' 37.34"W
L44	46+00.38	223206.38	997163.39	25.12	46+25.50	223212.24	997138.97	N78° 29' 31.31"W

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605.600.3758

LOGO:



**DEADWOOD RAILROAD AVENUE  
WATER MAIN EXTENSION  
DEADWOOD, SOUTH DAKOTA**

REVISIONS:

- 35% DESIGN PLANS
- 95% DESIGN PLANS

JOB NUMBER: 24-010

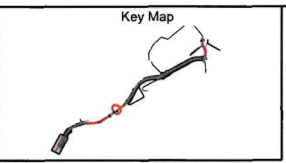
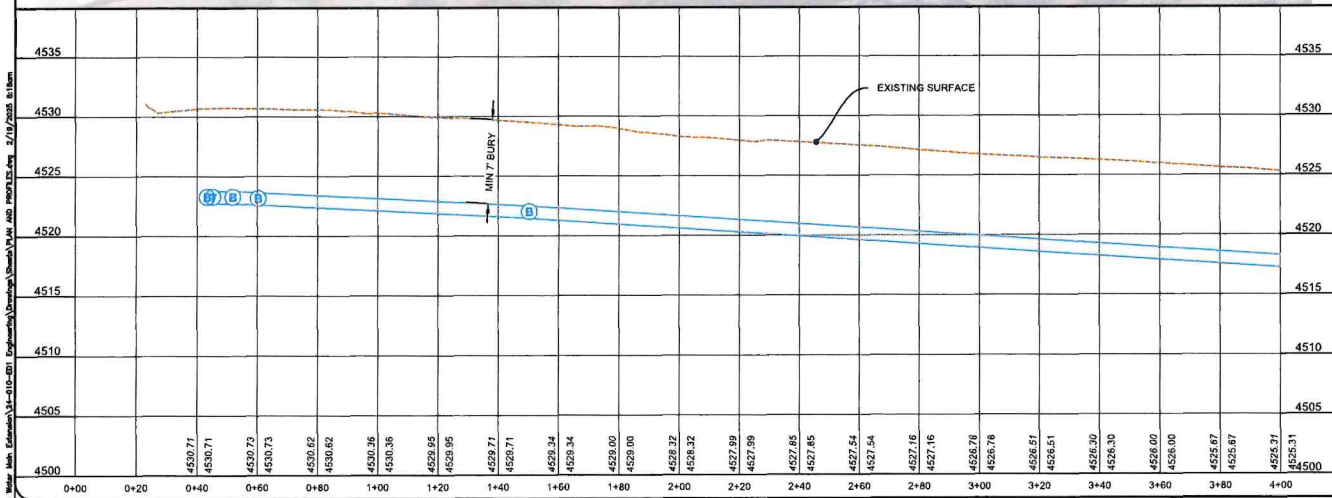
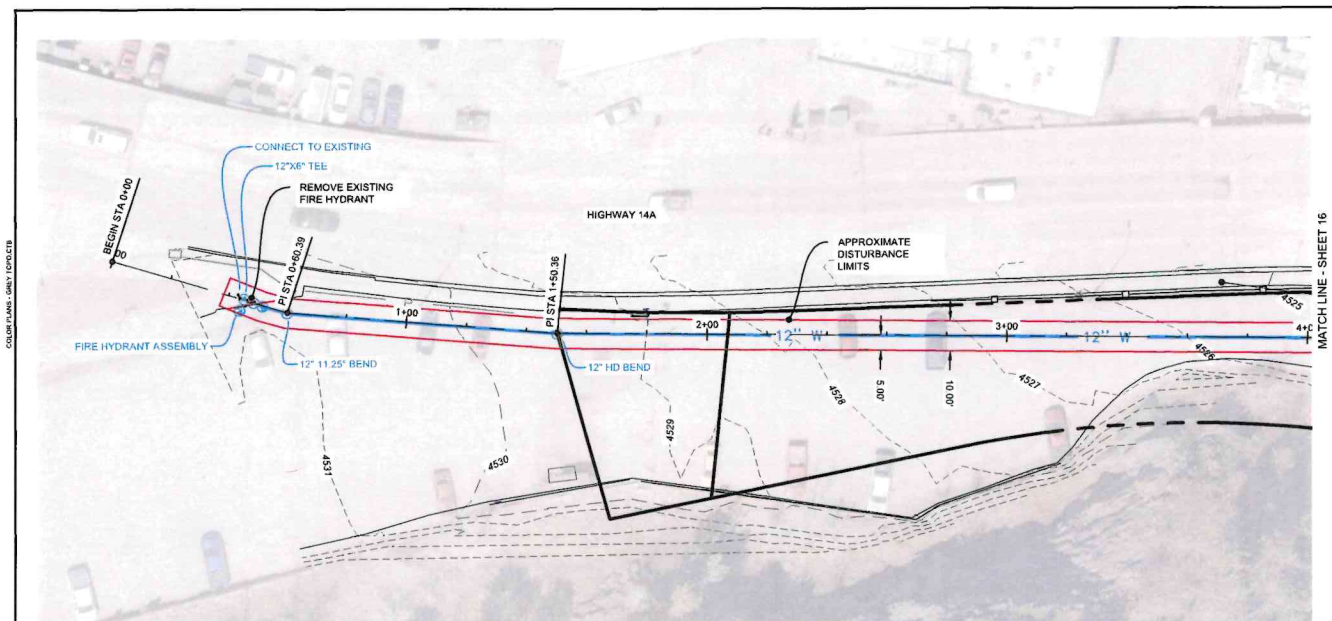
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 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

SHEET NAME:

**SURVEY CONTROL TABLE**

SHEET NO:

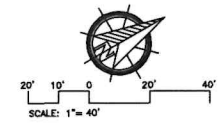
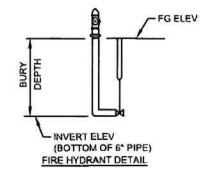
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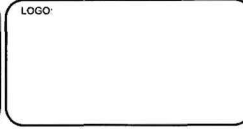
**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN.  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.  
 CONTRACTOR TO FIELD VERIFY LOCATION OF CONNECTION POINT BEFORE CONSTRUCTION.  
 CONNECTION SHALL BE MADE TO THE EXISTING 12" WATERMAIN

WATER MAIN NOTES			
STATION	OFF-SET	T.O.P. ELEV	ITEM DESC
0+43.41	0.54'L		CONNECT TO EXISTING
0+45.35	0.46'L	4523.78	12"x6" TEE
0+51.93	0.14'R	4523.78	12" HD BEND
0+65.39	0.00'	4523.68	12" 11.25' BEND
1+50.38	0.00'	4522.50	12" HD BEND

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 0+44.98 - 3.63' R	FG ELEV = 4530.78' INV ELEV = 4522.78' BURY DEPTH = 8.00'



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 605.600.3758

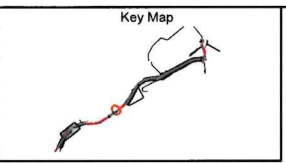
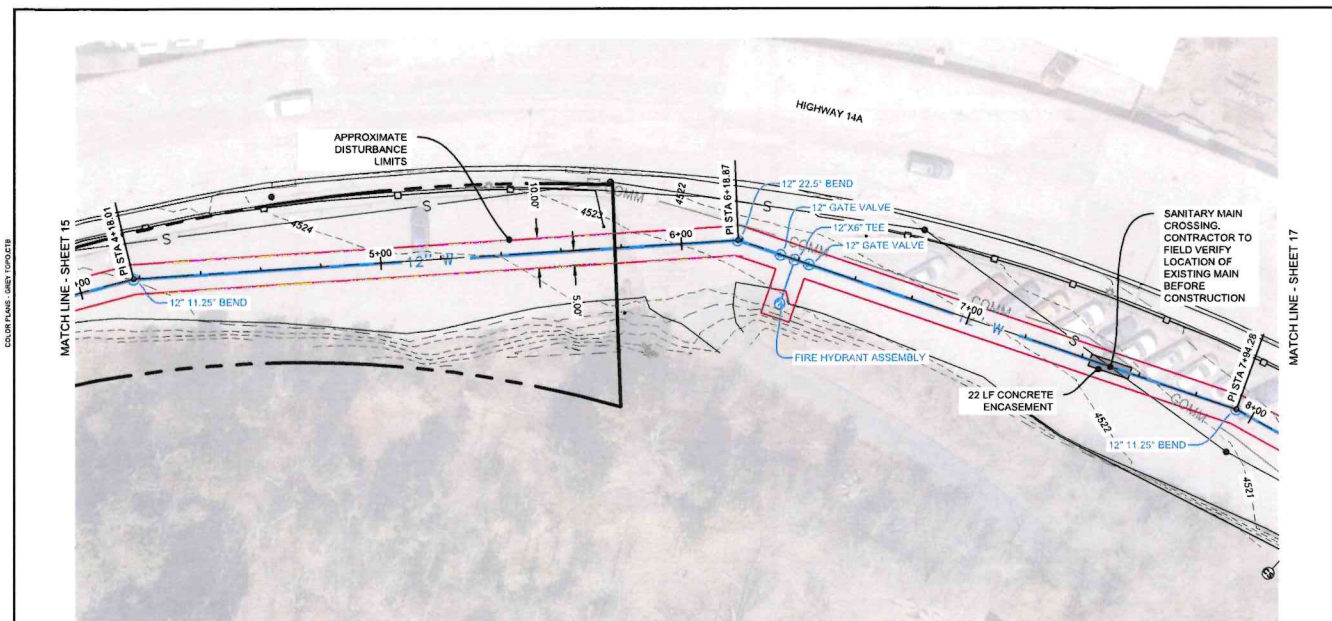


**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

REVISIONS:
35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010
DESIGNED BY: BK
DRAWN BY: BKNR
SURVEYED BY:
SURVEY DATE:

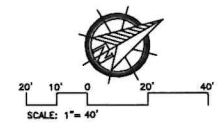
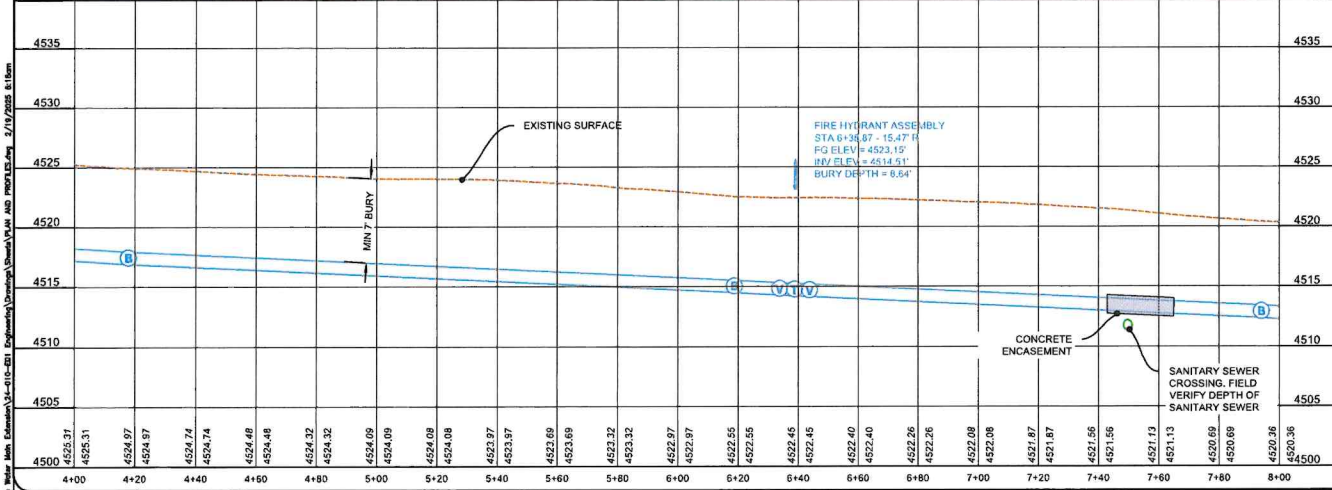
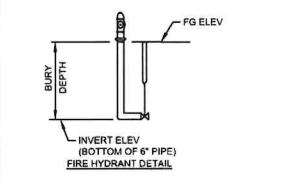
SHEET NAME: <b>WATER MAIN PLAN AND PROFILE - 0+00 - 4+00</b>
SHEET NO: <b>15</b>



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV.	ITEM DESC.
4+18.01	0.00'	4517.97	12" 11.25' BEND
6+18.87	0.00'	4515.53	12" 22.5' BEND
6+33.87	0.00'	4515.32	12" GATE VALVE
6+38.87	0.00'	4515.26	12"x6" TEE
6+43.87	0.00'	4515.20	12" GATE VALVE
7+94.28	0.00'	4513.41	12" 11.25' BEND

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 6+38.87 - 15.47' R	FG ELEV = 4523.15' INV ELEV = 4514.51' BURY DEPTH = 8.64'



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 Box Elder, SD 57719  
 605.600.3758

LOGO:

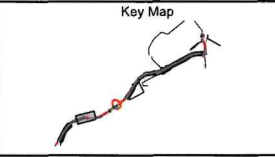
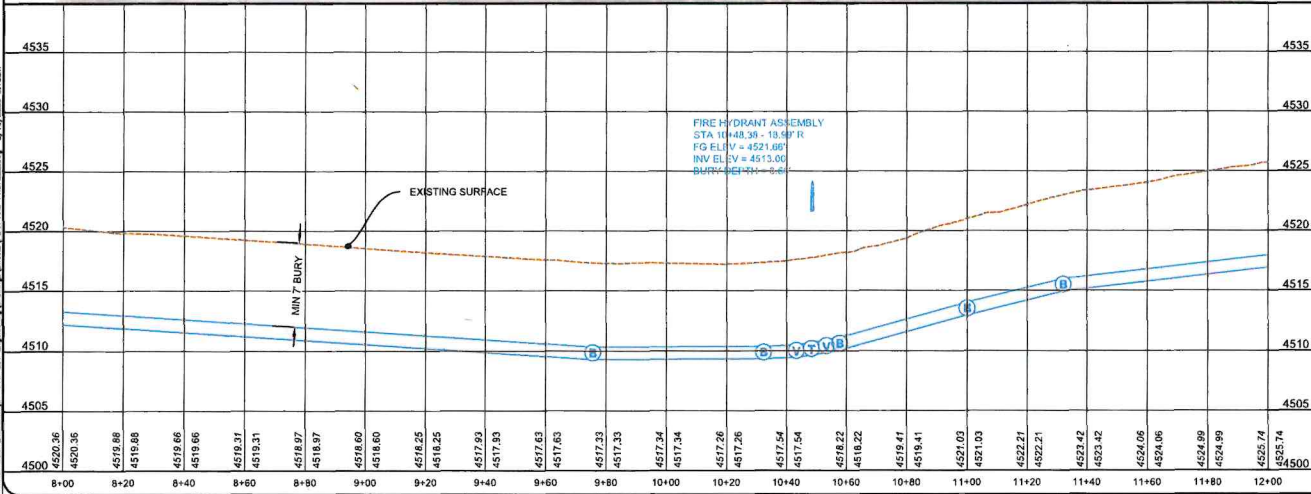
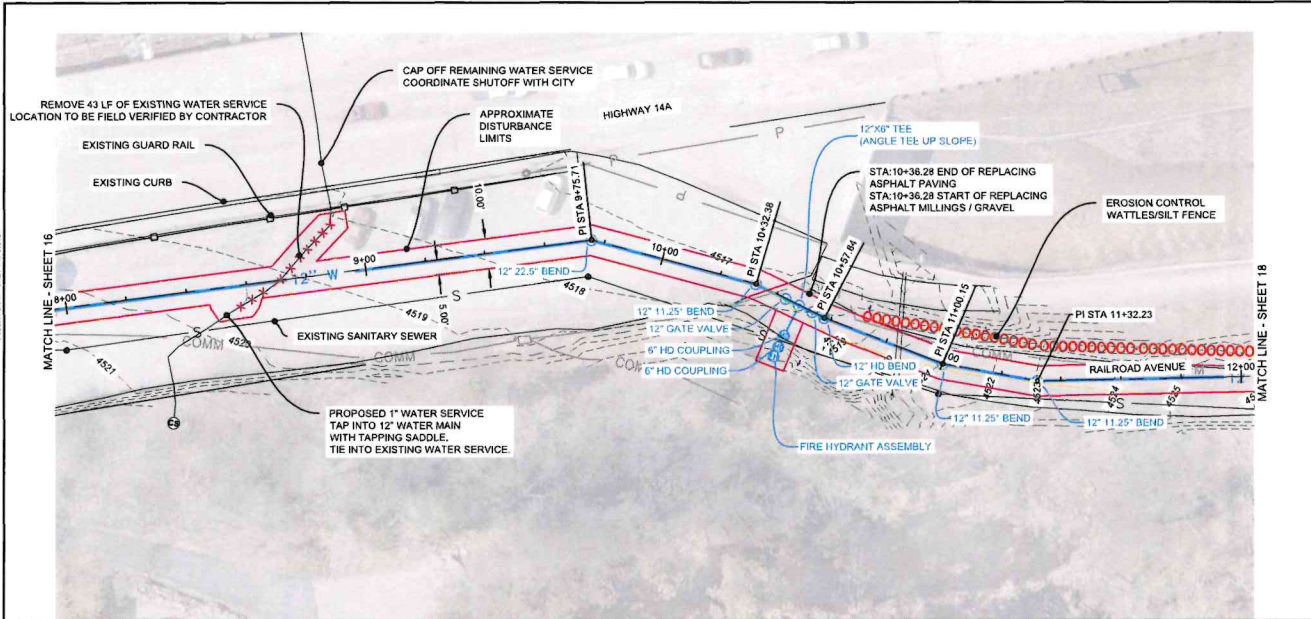
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**  
 35% DESIGN PLANS  
 95% DESIGN PLANS

**JOB NUMBER: 24-010**  
 DESIGNED BY: BK  
 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

**SHEET NAME:**  
**WATER MAIN PLAN AND PROFILE - 4+00 - 8+00**  
**SHEET NO:**  
 16

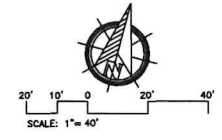
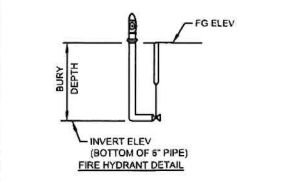




**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC.
8+75.71	0.00'	4510.33	12" 22.5' BEND
10+32.38	0.00'	4510.37	12" 11.25' BEND
10+43.38	0.00'	4510.50	12" GATE VALVE
10+48.38	0.00'	4510.50	12" GATE VALVE
10+53.38	0.00'	4510.50	12" GATE VALVE
10+57.84	0.00'	4510.50	12" HD BEND
11+00.15	0.00'	4514.02	12" 11.25' BEND

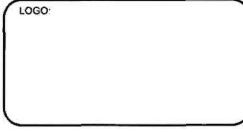
INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 10+48.38 - 18.99' R	FG ELEV = 4521.66' INV ELEV = 4513.00' BURY DEPTH = 8.66'



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 Box Elder, SD 57719  
 605.600.3758

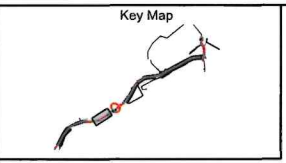
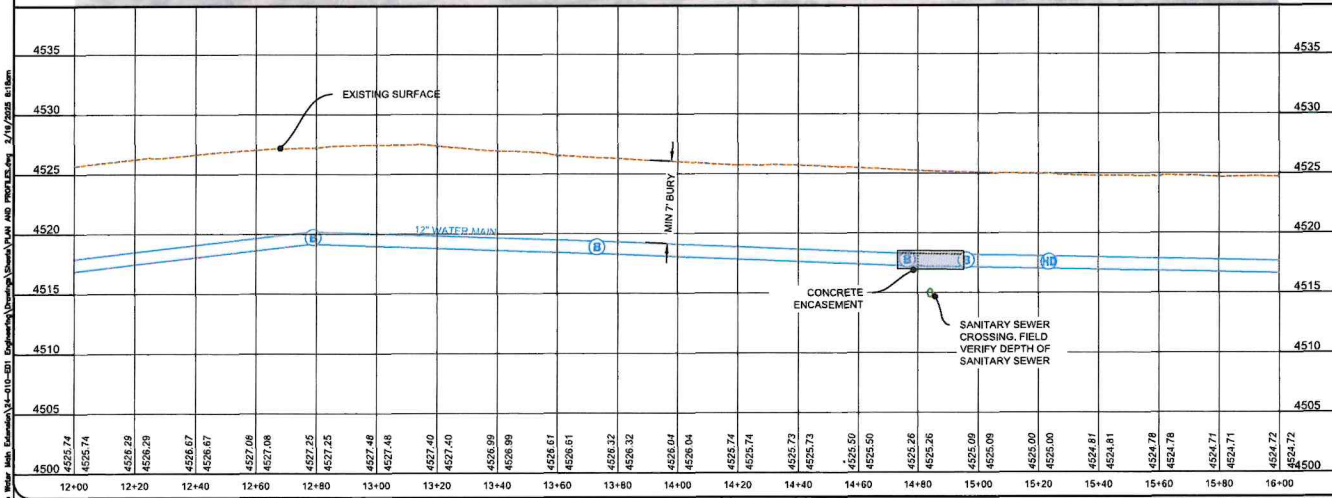
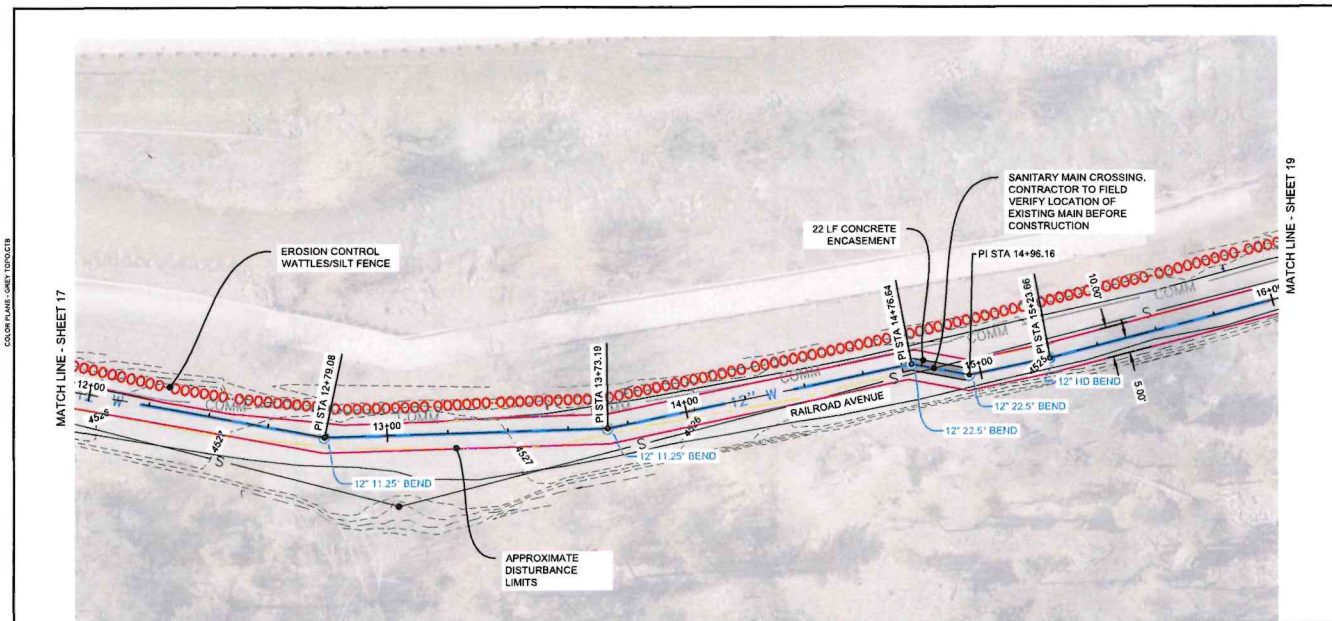


**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

REVISIONS:
35% DESIGN PLANS
95% DESIGN PLANS

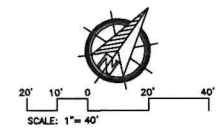
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DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

SHEET NAME: <b>WATER MAIN PLAN AND PROFILE - 8+00 - 12+00</b>
SHEET NO: <b>17</b>



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
12+79.08	0.00'	4530.22	12" 11.25° BEND
13+73.19	0.00'	4519.38	12" 11.25° BEND
14+76.64	0.00'	4518.27	12" 22.5° BEND
14+96.16	0.00'	4518.20	12" 22.5° BEND
15+23.65	0.00'	4518.05	12" HD BEND



**TDG**  
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 147 Chisholm Drive  
 Box Elder, SD 57719  
 605.600.3758

LOGO:

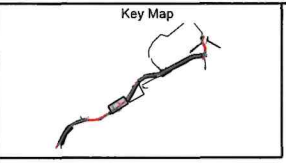
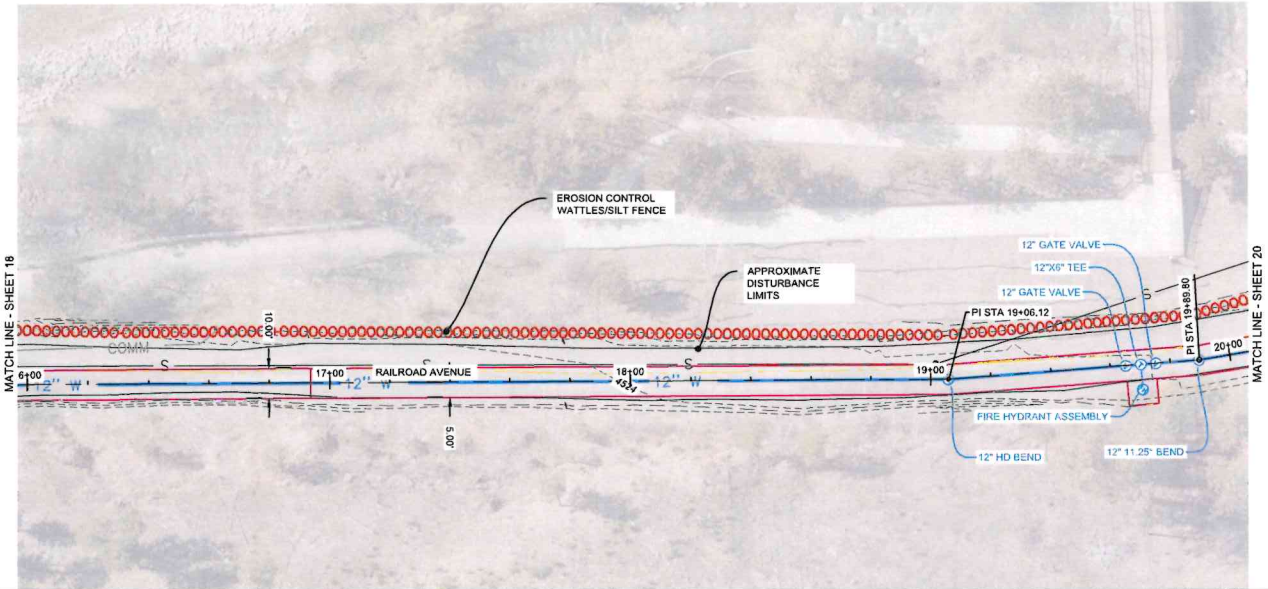
**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**  
 35% DESIGN PLANS  
 95% DESIGN PLANS

**JOB NUMBER: 24-010**  
 DESIGNED BY: BK  
 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

**SHEET NAME:  
 WATER MAIN PLAN AND  
 PROFILE - 12+00 - 16+00**  
 SHEET NO: **18**

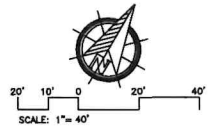
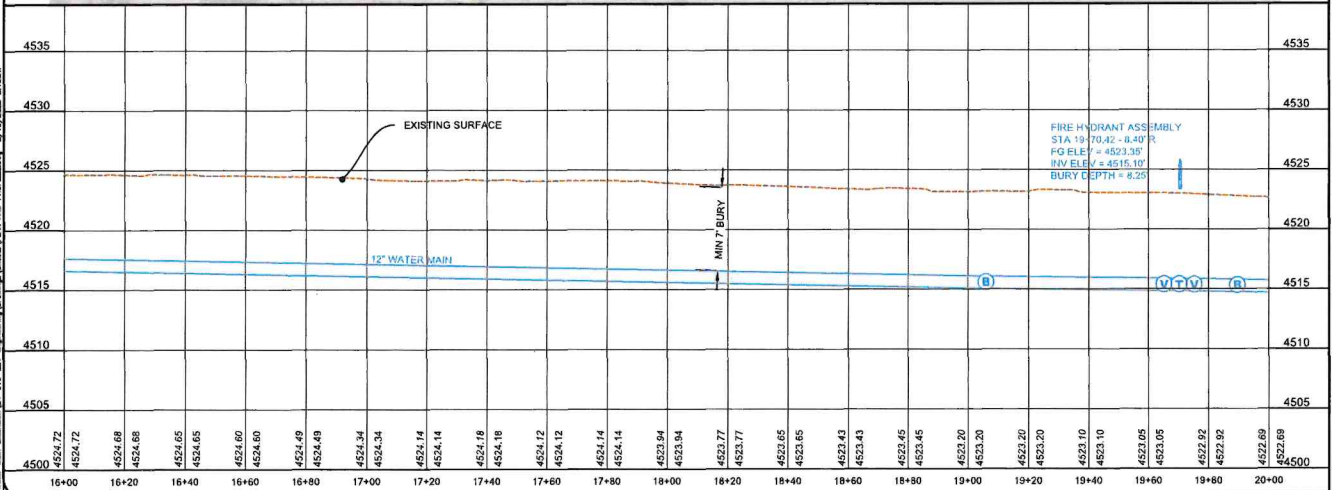
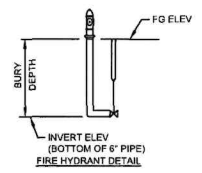
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 COG:5819-045 (LWS) 1/20/2023



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
19+06.12	0.00'	4516.97	12" HD BEND
19+65.39	0.00'R	4515.87	12" GATE VALVE
19+70.39	0.00'	4515.85	12"x6" TEE
19+75.38	0.00'	4515.83	12" GATE VALVE
19+89.80	0.00'	4515.79	12" 11.25° BEND

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 19+70.42 - 8.40' R	FG ELEV = 4523.35' INV ELEV = 4515.10' BURY DEPTH = 8.25'



**TDG**  
 Towe Design Group, Inc.  
 147 Chisholm Drive  
 Box Elder, SD 57719  
 605.600.3758

LOGO:

**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

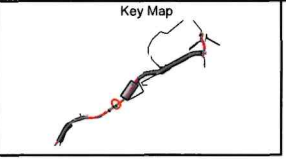
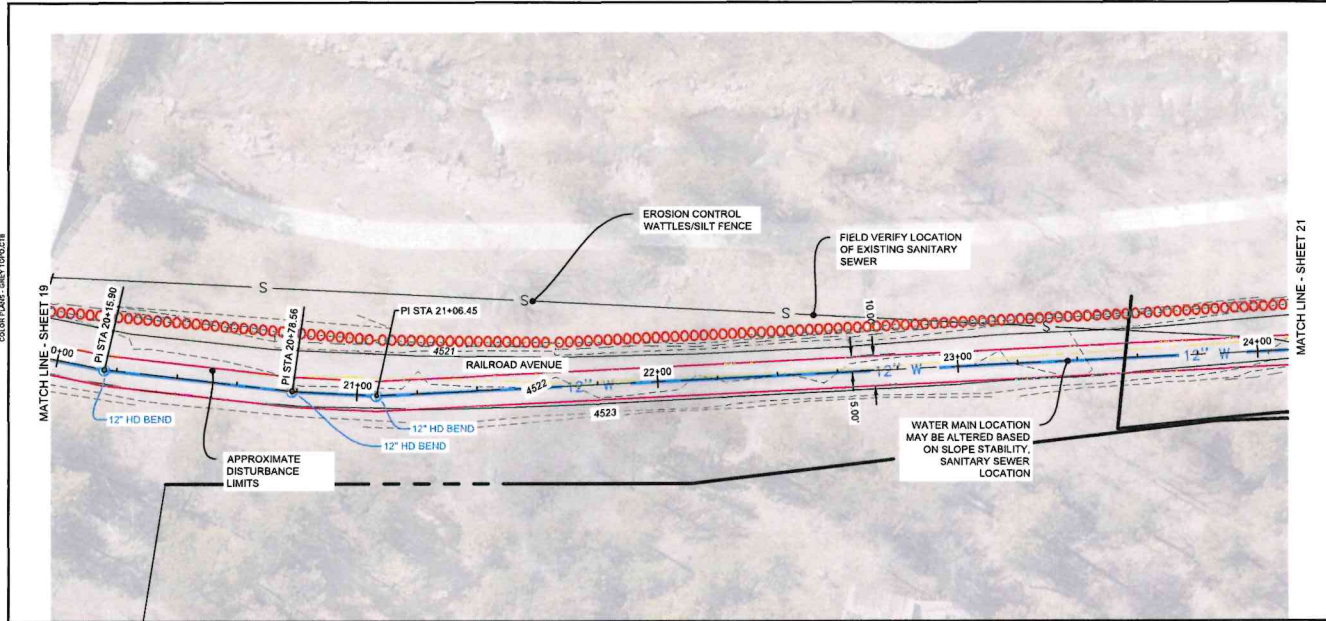
35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER: 24-010**

DESIGNED BY: BK
DRAWN BY: BKNR
SURVEYED BY:
SURVEY DATE:

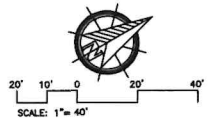
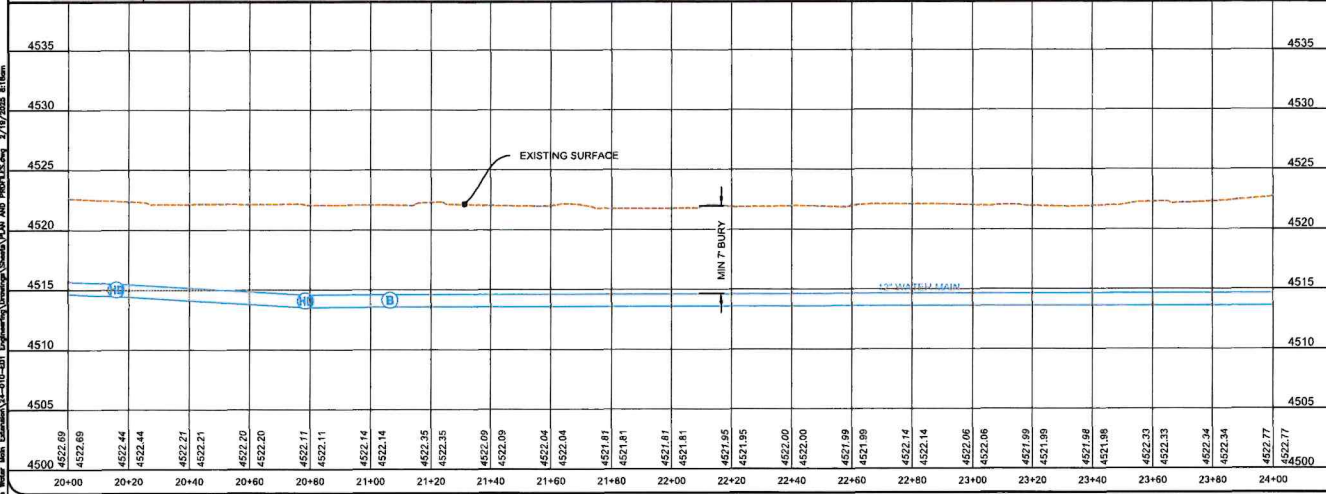
**SHEET NAME:  
 WATER MAIN PLAN AND  
 PROFILE - 16+00 - 20+00**

SHEET NO: **19**



**NOTE:**  
CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
20+15.90	0.00'	4515.54	12" HD BEND
20+78.56	0.00'	4514.56	12" HD BEND
21+05.45	0.00'	4514.51	12" HD BEND



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

LOGO:

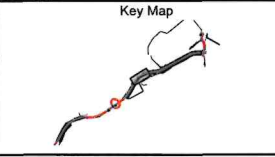
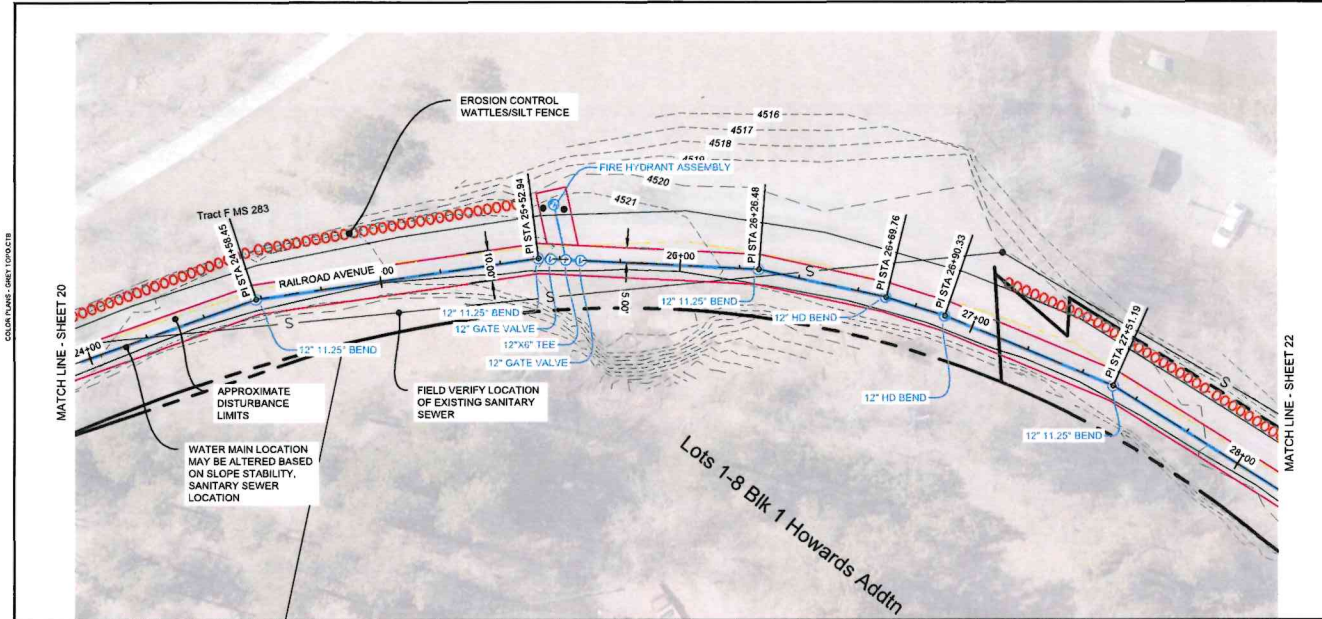
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER: 24-010**  
DESIGNED BY: BK  
DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

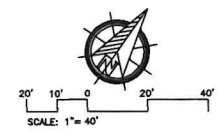
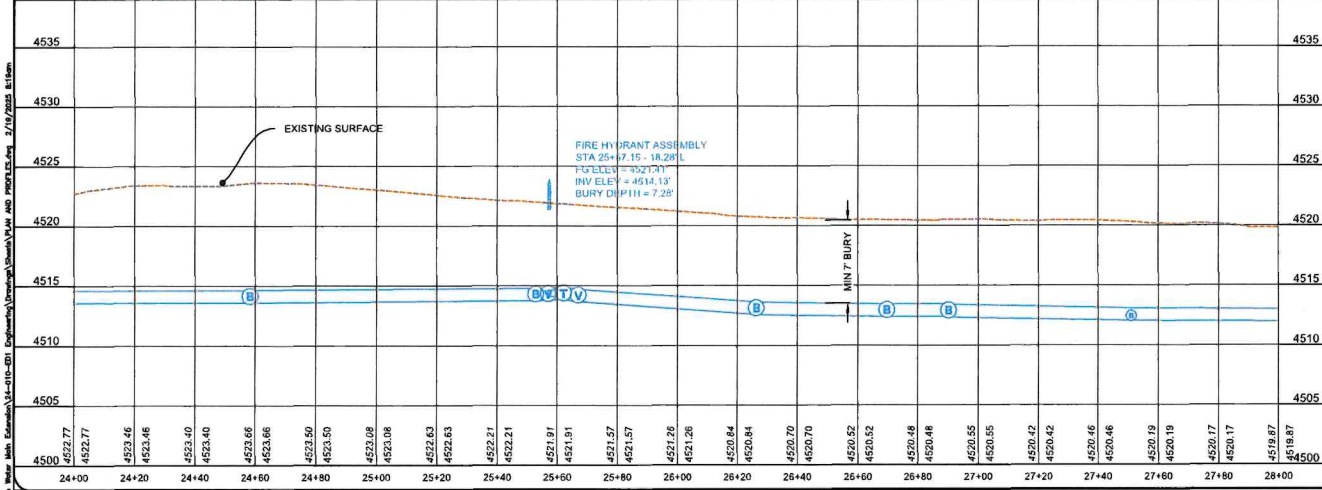
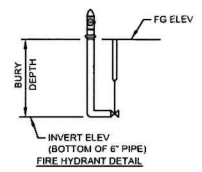
**SHEET NAME:**  
**WATER MAIN PLAN AND PROFILE - 20+00 - 24+00**  
**SHEET NO:**  
20



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	F.O.P. ELEV	ITEM DESC
24+58.45	0.00'	4514.64	12" 11.25' BEND
25+52.94	0.00'	4514.80	12" 11.25' BEND
25+57.15	0.00'	4514.53	12" GATE VALVE
25+62.15	0.00'	4514.96	12"x6" TEE
25+67.15	0.00'	4514.70	12" GATE VALVE
26+26.48	0.00'	4513.61	12" 11.25' BEND
26+69.75	0.00'	4513.44	12" HD BEND
26+90.33	0.00'	4513.44	12" HD BEND
27+51.19	0.00'	4513.09	12" 11.25' BEND

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 25+57.15 - 18.28' L	FG ELEV = 4521.41' INV ELEV = 4514.13' BURY DEPTH = 7.28'



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LOGO:  
  
 BRENT A. TOWEY  
 LICENSE NO. 14718  
 MECHANICAL ENGINEERING  
 STATE OF SOUTH DAKOTA

**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

REVISIONS:

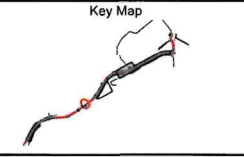
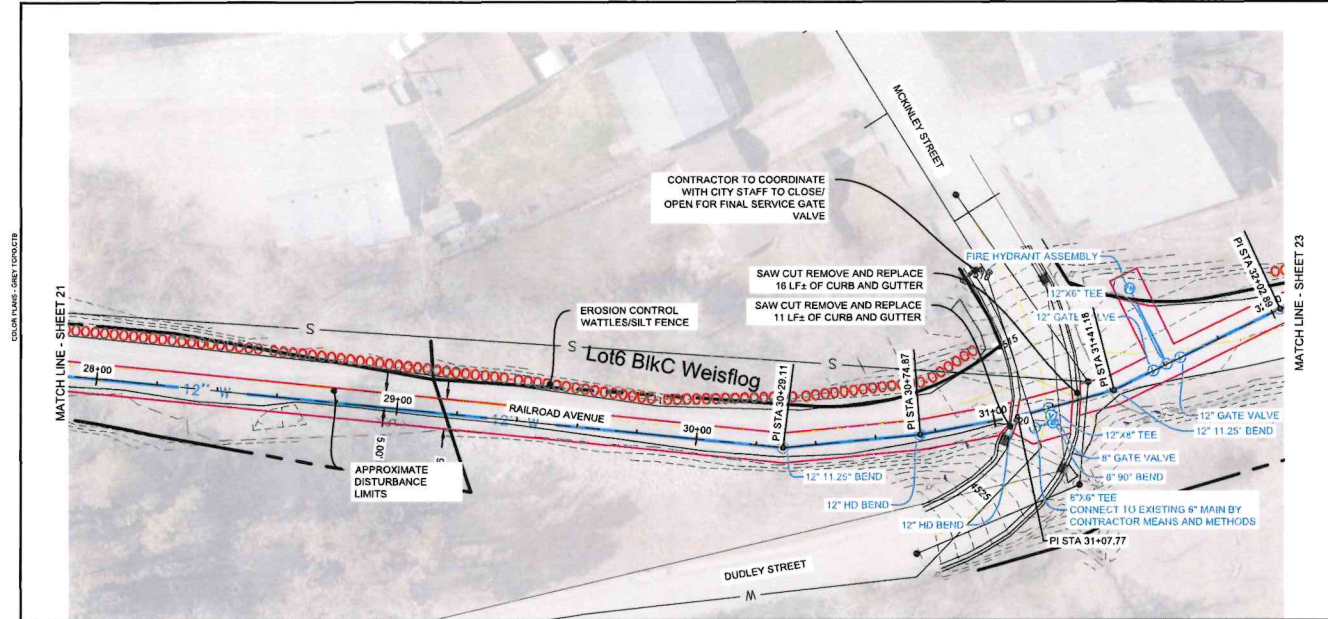
35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010

DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

SHEET NAME:  
**WATER MAIN PLAN AND  
 PROFILE - 24+00 - 28+00**

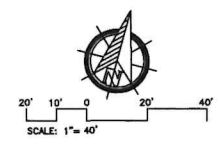
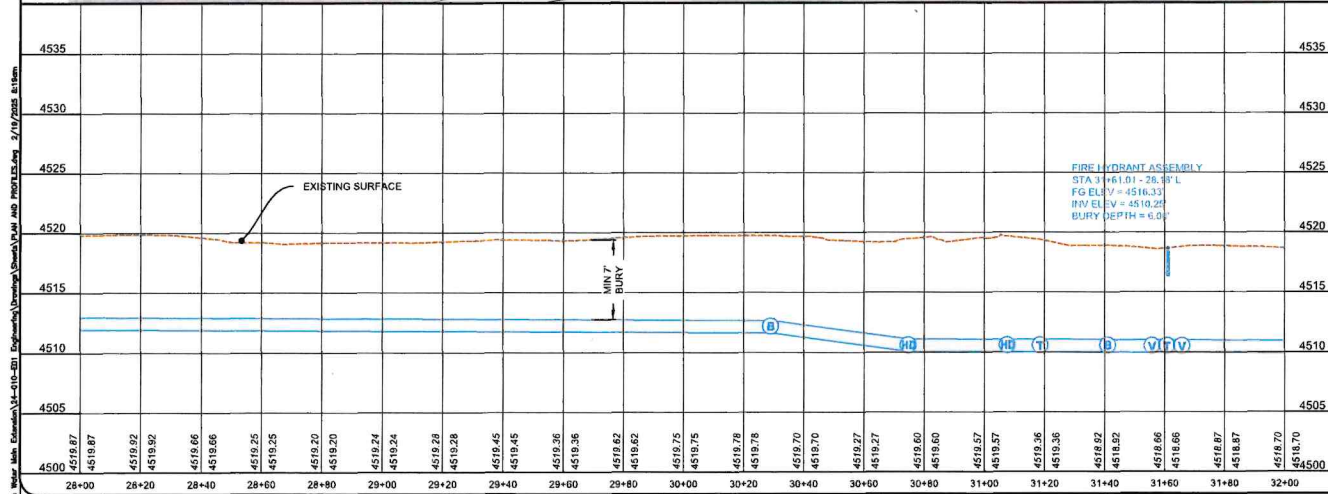
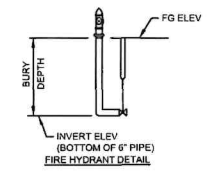
SHEET NO:  
**21**



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
30+29.11	0.00'	4512.67	12" 11.25° BEND
30+74.87	0.00'	4511.09	12" HD BEND
31+07.77	0.00'	4511.07	12" HD BEND
31+12.53	5.13'R	4510.89	6"X6" TEE CONNECT TO EXISTING 6" MAIN BY CONTRACTOR MEANS AND METHODS
31+16.72	0.00'	4511.05	12"X8" TEE
31+18.75	5.00'R	4510.89	8" 90° BEND
31+18.77	2.50'R	4510.89	8" GATE VALVE
31+41.18	0.00'	4511.03	12" 11.25° BEND
31+56.01	0.00'	4511.00	12" GATE VALVE
31+61.01	0.00'	4511.00	12"X6" TEE
31+60.01	0.00'	4510.99	12" GATE VALVE

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 31+61.01 - 28.18' L	FG ELEV = 4516.33' INV ELEV = 4510.25' BURY DEPTH = 6.08'



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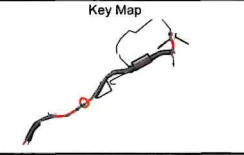
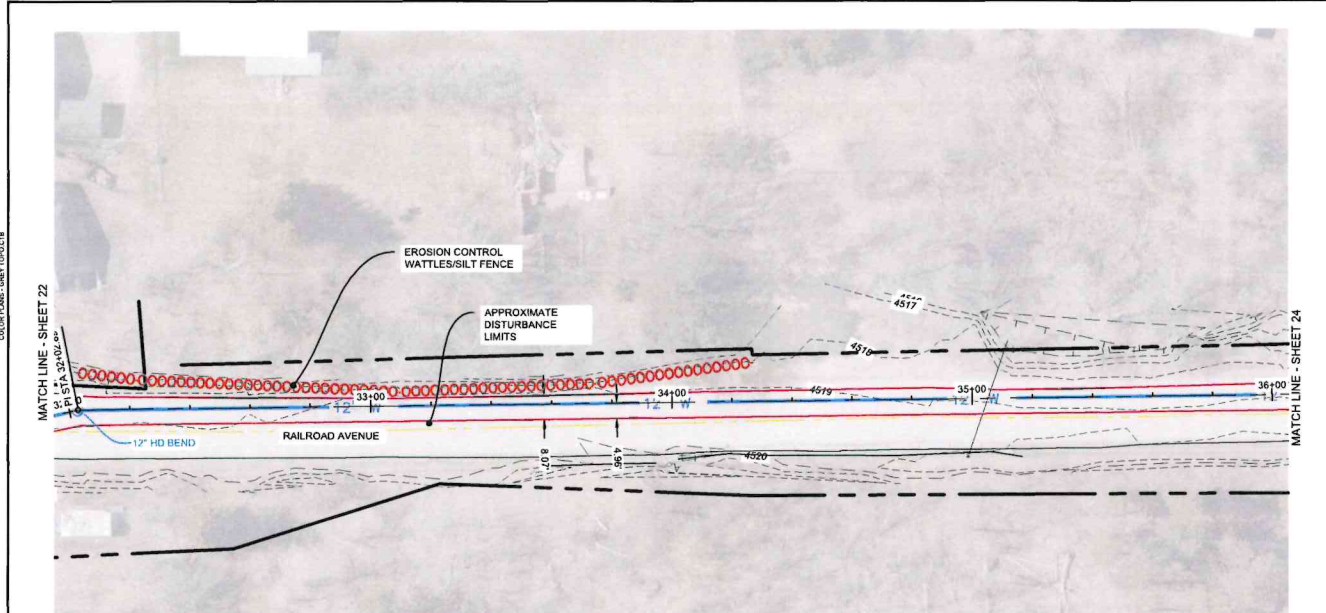
LOGO:

**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**  
 35% DESIGN PLANS  
 95% DESIGN PLANS

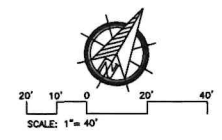
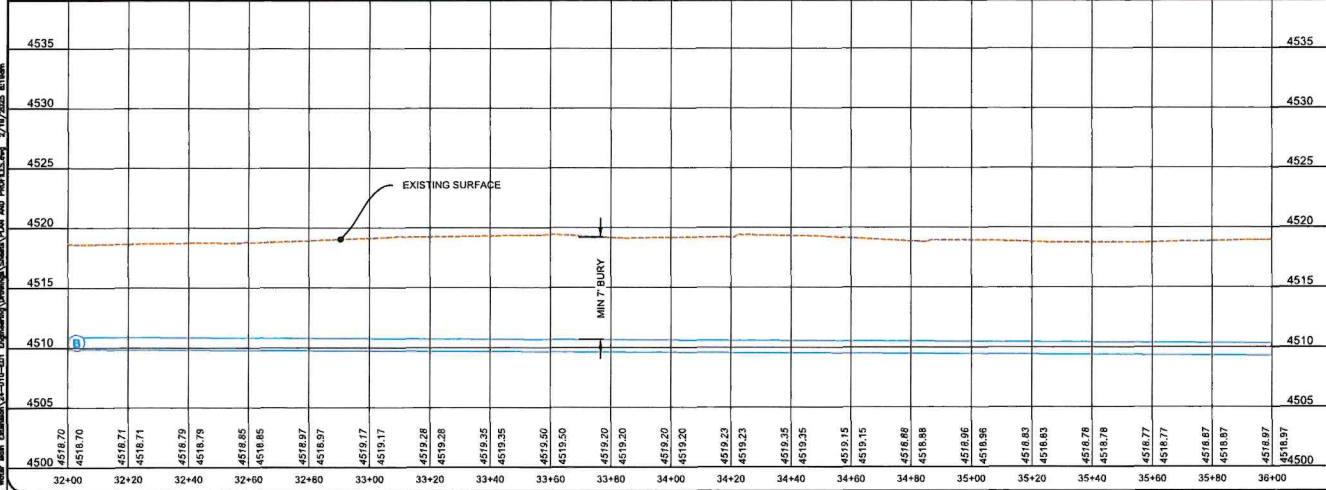
**JOB NUMBER: 24-010**  
 DESIGNED BY: BK  
 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

**SHEET NAME:  
 WATER MAIN PLAN AND  
 PROFILE - 28+00 - 32+00**  
 SHEET NO: **22**



**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
32+02.88	0.00'	4516.83	12" HD BEND



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LOGO:



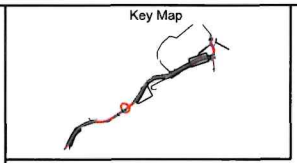
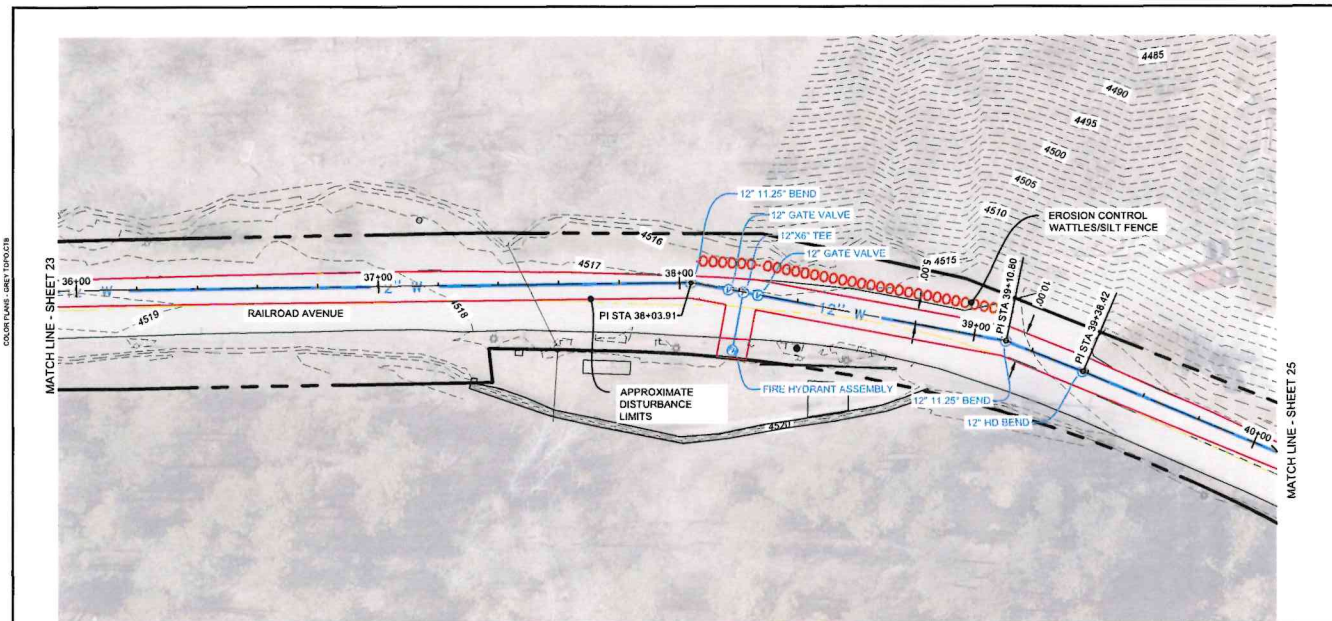
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010
DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

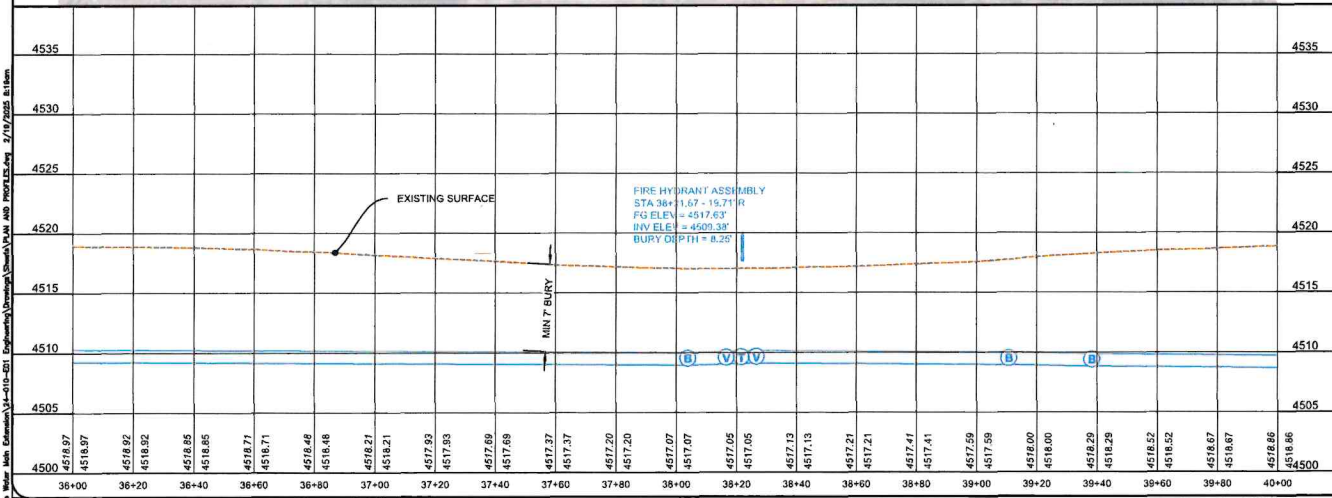
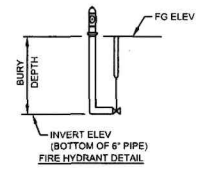
SHEET NAME: <b>WATER MAIN PLAN AND PROFILE - 32+00 - 36+00</b>
SHEET NO: <b>23</b>



**NOTE:**  
CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
38+02.91	0.00'	4510.00	12" 11.25° BEND
38+16.67	0.00'	4510.09	12" GATE VALVE
38+21.67	0.00'	4510.13	12" X8" TEE
38+26.67	0.00'	4510.16	12" GATE VALVE
39+10.00	0.00'	4510.00	12" 11.25° BEND
39+38.42	0.00'	4509.87	12" HD BEND

INSTALL YARD HYDRANT	
DESCRIPTION	
FIRE HYDRANT ASSEMBLY STA 38+21.67 - 19.71' R	FG ELEV = 4517.63' INV ELEV = 4509.38' BURY DEPTH = 8.25'



COLORED PAVEMENT 100% PROTECT

P:\31-110 - RRD Railroad Avenue Water Main Extension\31-110-021 - Engineering\Drawings\Sheet\DWG and REPORTS.dwg 2/19/2025 8:16am



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Box Elder, SD 57719  
605.600.3758

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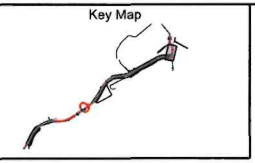
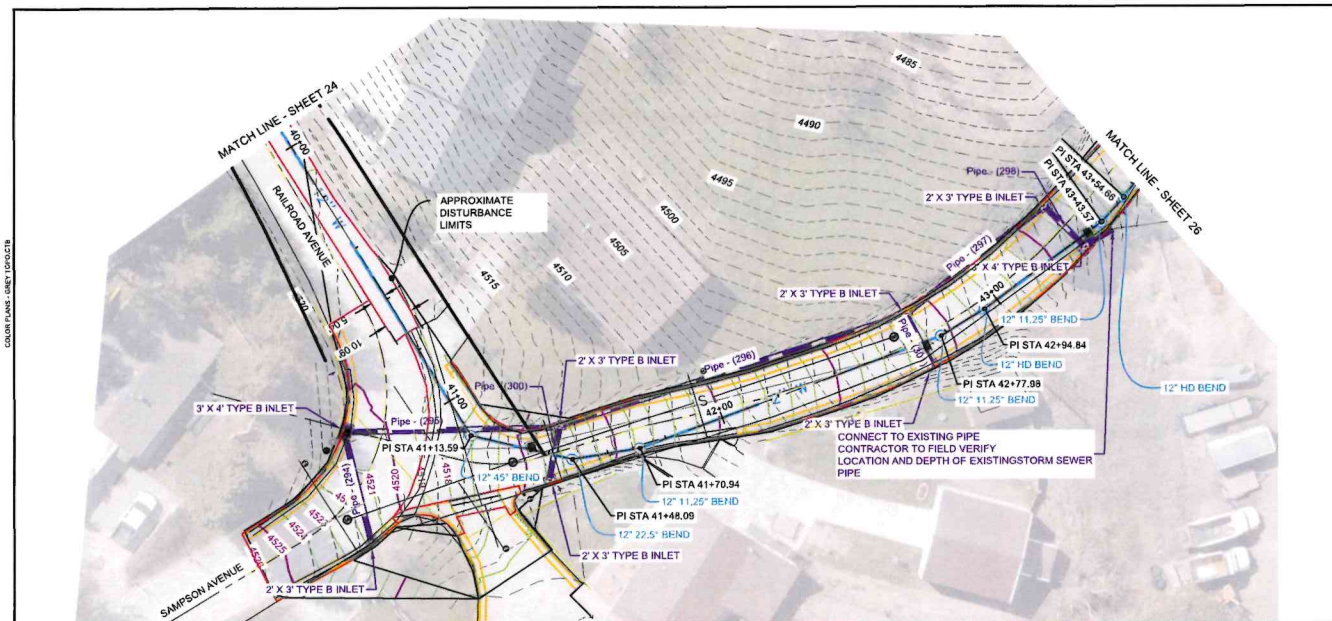
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

REVISIONS:
35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010
DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

SHEET NAME: <b>WATER MAIN PLAN AND PROFILE - 36+00 - 40+00</b>
SHEET NO: <b>24</b>

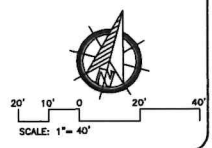
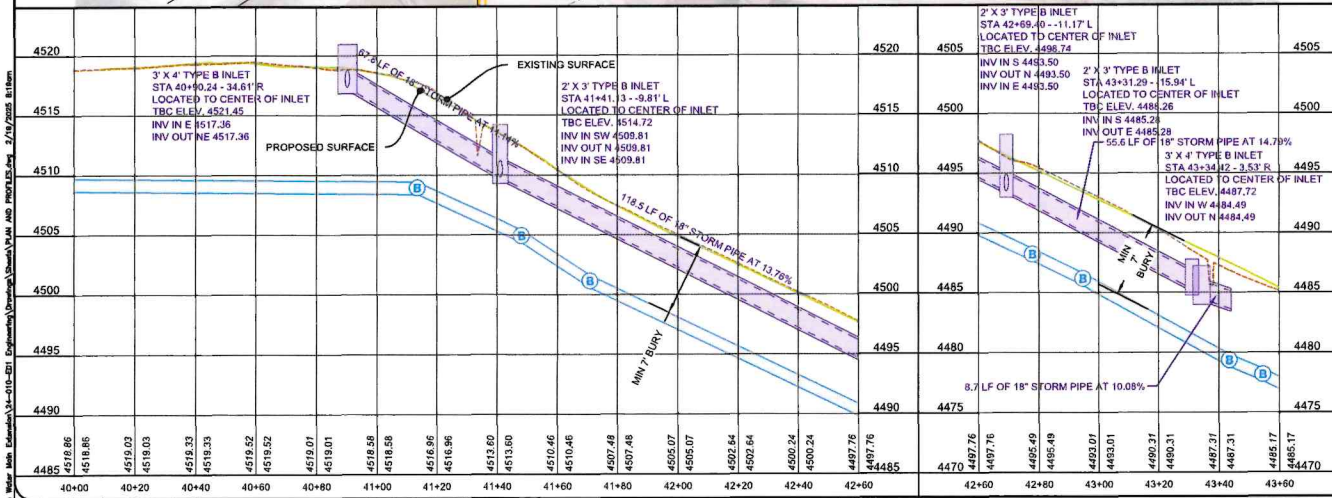




**NOTE**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.

WATER MAIN NOTES			
STATION	OFFSET	T.O.P. ELEV	ITEM DESC
41+13.59	0.00'	4509.43	12" 45' BEND
41+48.09	0.00'	4505.41	12" 22.5' BEND
41+70.94	0.00'	4501.52	12" 11.25' BEND
42+77.98	0.00'	4488.89	12" 11.25' BEND
42+94.84	0.00'	4486.63	12" HD BEND
43+43.57	0.00'	4475.83	12" 11.25' BEND
43+54.66	0.00'	4478.55	12" HD BEND

STORM SEWER NOTES			
STATION	OFFSET	INV. ELEV	ITEM DESC
40+90.24	34.61'R	Pipe - (294): 4517.30' - In Pipe - (295): 4517.36' - Out	3' X 4' TYPE B INLET
41+13.59	48.56'R	Pipe - (294): 4516.86' - Out	2' X 3' TYPE B INLET
41+41.13	9.81'L	Pipe - (295): 4509.81' - In Pipe - (296): 4509.81' - Out Pipe - (300): 4509.81' - In	2' X 3' TYPE B INLET
41+42.76	8.51'R	Pipe - (300): 4509.99' - Out	2' X 3' TYPE B INLET
42+69.40	11.17'L	Pipe - (296): 4493.50' - In Pipe - (297): 4493.50' - Out Pipe - (301): 4493.50' - In	2' X 3' TYPE B INLET
42+71.98	8.25'R	Pipe - (301): 4493.70' - Out	2' X 3' TYPE B INLET
43+31.29	15.94'L	Pipe - (297): 4485.28' - In Pipe - (298): 4485.28' - Out	2' X 3' TYPE B INLET
43+34.42	3.53'R	Pipe - (298): 4484.49' - In Pipe - (299): 4484.49' - Out	3' X 4' TYPE B INLET
43+44.27	4.56'R	Pipe - (299): 4483.61' - In	CONNECT TO EXISTING PIPE CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING STORM SEWER PIPE



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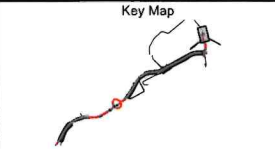
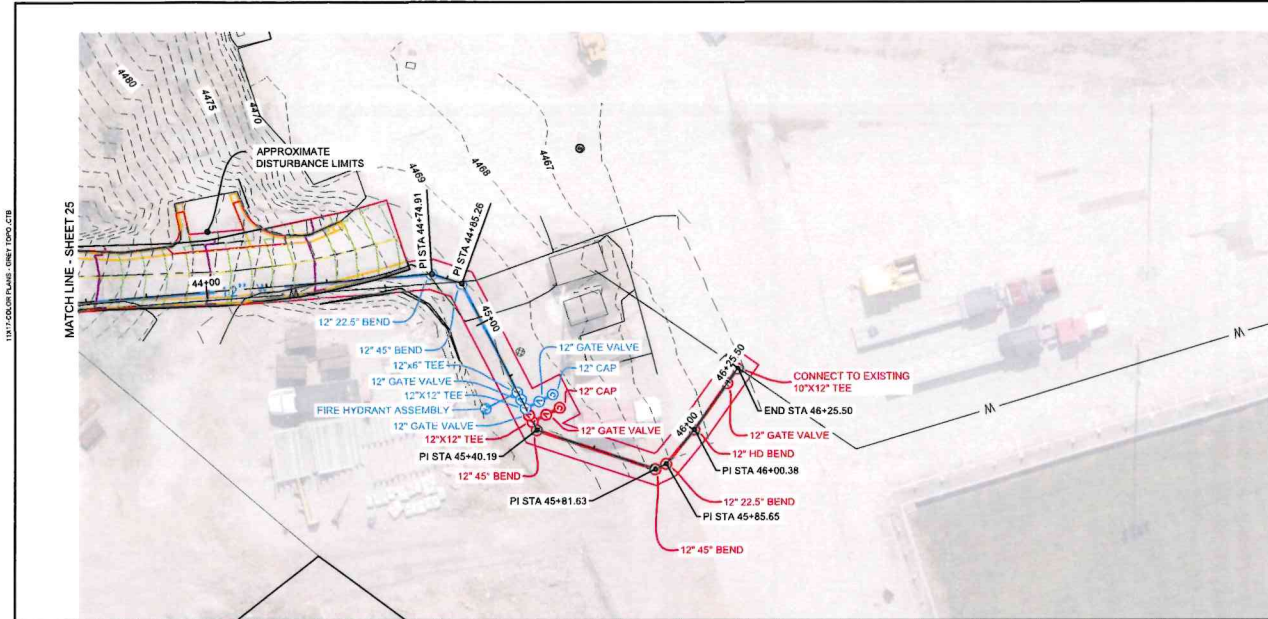
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER:** 24-010  
**DESIGNED BY:** BK  
**DRAWN BY:** BKNR  
**SURVEYED BY:**  
**SURVEY DATE:**

**SHEET NAME:**  
**WATER MAIN PLAN AND PROFILE - 40+00 - 43+60**  
**SHEET NO.:**  
 25

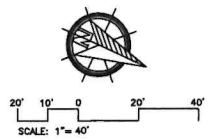
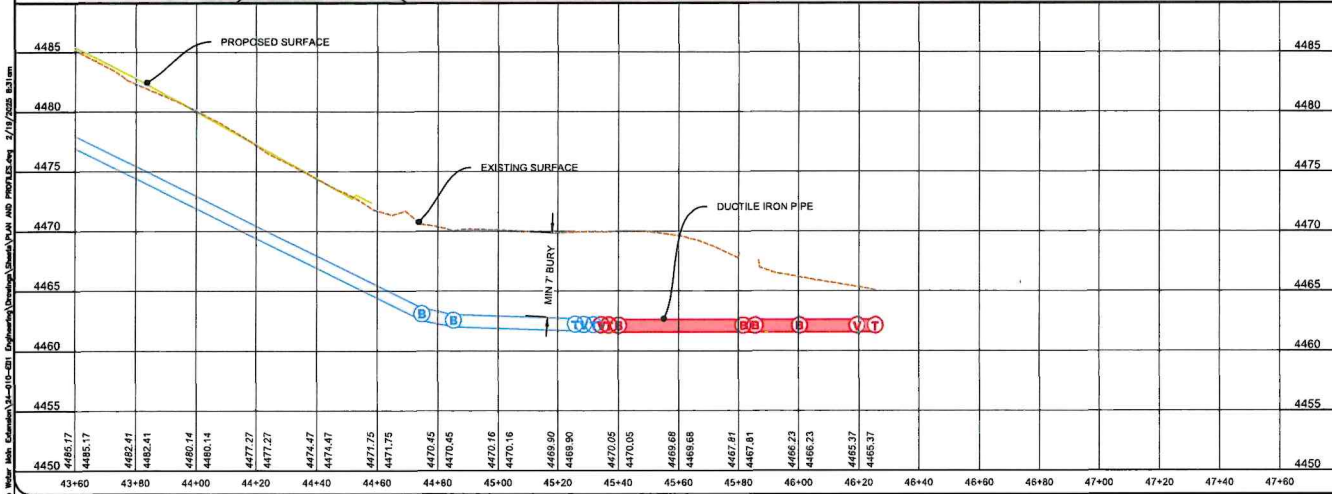
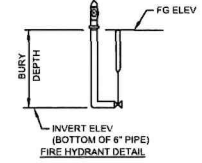


**NOTE:**  
 CONTRACTOR TO SAW CUT AND REMOVE ASPHALT NECESSARY TO INSTALL WATER MAIN  
 CONTRACTOR TO REPLACE TOP SURFACING AS A 1 TO 1 EQUAL.  
 THE EXISTING WATERMAIN CONNECTION POINT HAS A 284PSI RESIDUAL PRESSURE. CONTRACTOR TO COORDINATE WITH CITY UTILITIES AND RESIDENTS FOR CONNECTION

WATER MAIN NOTES			
STATION	OFF-SET	I.O.P. ELEV	ITEM DESC
44+74.91	0.00'	4463.62	12" 22.5' BEND
44+85.26	0.10'L	4463.08	12" 45' BEND
45+25.91	11.92'R	4462.49	FIRE HYDRANT ASSEMBLY
45+25.92	0.92'L	4462.74	12"x6" TEE
45+28.73	0.02'L	4462.71	12" GATE VALVE
45+40.19	0.00'	4462.62	12" 45' BEND
45+81.63	0.00'	4462.62	12" 45' BEND
45+85.65	0.00'	4462.62	12" 22.5' BEND
46+00.38	0.00'	4462.67	12" HD BEND
46+19.48	0.00'	4462.62	12" GATE VALVE
46+25.50	0.00'	4462.62	CONNECT TO EXISTING 10"x12" TEE

**INSTALL YARD HYDRANT**

DESCRIPTION	FG ELEV = 4470.36'
FIRE HYDRANT ASSEMBLY STA 45+25.91 - 11.92' R	INV ELEV = 4461.99'
	BURY DEPTH = 8.37'



**TDG**  
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LOGO

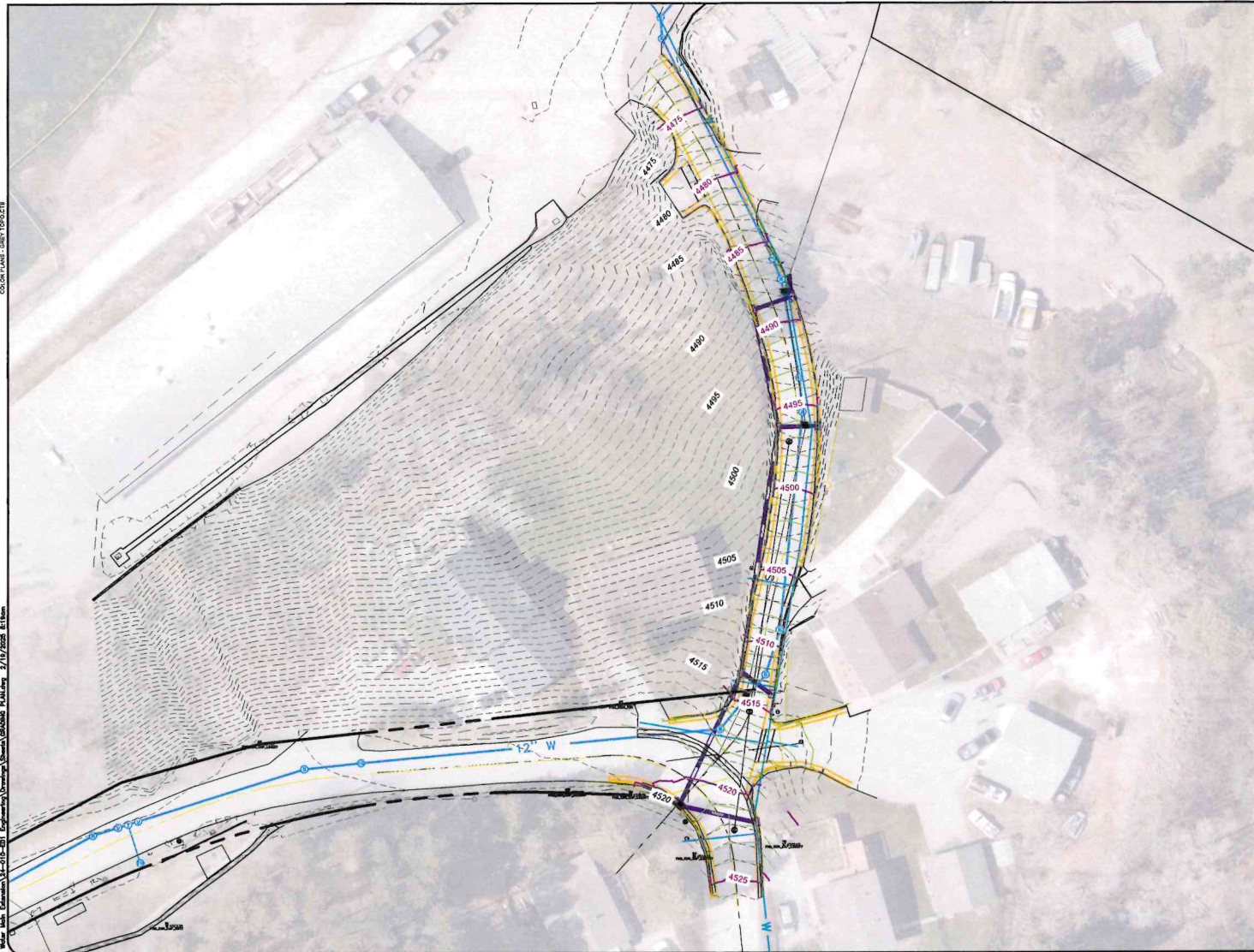
**DEADWOOD RAILROAD AVENUE**  
**WATER MAIN EXTENSION**  
**DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER: 24-010**  
 DESIGNED BY: BK  
 DRAWN BY: BK/NR  
 SURVEYED BY:  
 SURVEY DATE:

**SHEET NAME:**  
**WATER MAIN PLAN AND PROFILE - 43+60 - END**  
 SHEET NO: **26**



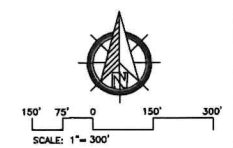
**LEGEND**

- 3245 — PROPOSED INDEX CONTOUR
- 3242 — PROPOSED INTERMEDIATE CONTOUR
- 3245 — EXISTING INDEX CONTOUR
- 3242 — EXISTING INTERMEDIATE CONTOUR
- CONTOUR INTERVAL = 1'
- DRAINAGE FLOW

**GRADING QUANTITIES TABLE**

1) PROPOSED SITE GRADING	502 CUBIC YARDS	CUT
	3,454 CUBIC YARDS	FILL*
	3,452 CUBIC YARDS	NET
	* FACTOR=20%	

\*CUT AND FILL QUANTITIES ARE BASED ON A TOP OF SURFACE TO A TOP OF SURFACE COMPARISON



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LOGO:



**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

**REVISIONS:**

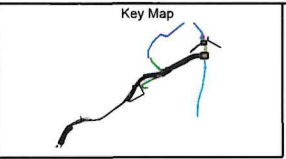
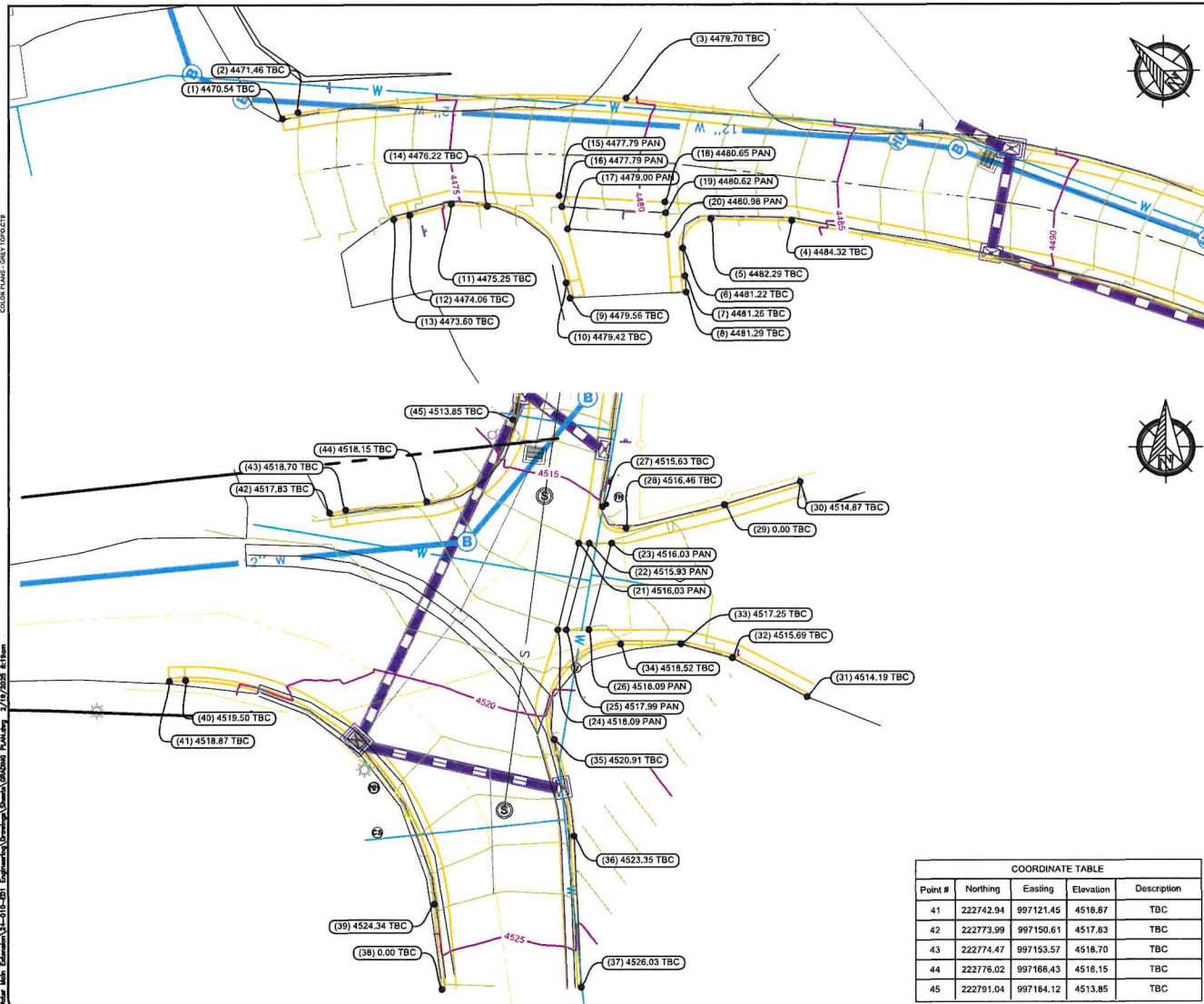
35% DESIGN PLANS
95% DESIGN PLANS

**JOB NUMBER: 24-010**

DESIGNED BY: BK
DRAWN BY: BK/NR
SURVEYED BY:
SURVEY DATE:

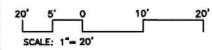
**SHEET NAME:  
 GRADING PLAN**

SHEET NO: <b>27</b>
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COORDINATE TABLE				
Point #	Northing	Easting	Elevation	Description
1	223098.01	997148.01	4470.54	TBC
2	223096.14	997150.45	4471.46	TBC
3	223045.60	997182.96	4479.70	TBC
4	223007.96	997178.77	4484.32	TBC
5	223020.92	997171.63	4482.29	TBC
6	223022.62	997164.41	4481.22	TBC
7	223019.69	997160.17	4481.26	TBC
8	223017.98	997157.71	4481.28	TBC
9	223035.92	997145.96	4479.56	TBC
10	223037.95	997148.03	4479.42	TBC
11	223063.35	997150.01	4475.25	TBC
12	223068.90	997144.42	4474.06	TBC
13	223071.02	997142.29	4473.60	TBC
14	223057.49	997152.98	4476.22	TBC
15	223047.14	997161.23	4477.79	PAN
16	223045.68	997159.73	4477.79	PAN
17	223042.74	997156.74	4479.00	PAN
18	223029.77	997170.05	4480.65	PAN
19	223028.63	997168.39	4480.62	PAN
20	223026.33	997165.07	4480.98	PAN
21	222768.27	997196.19	4516.03	PAN
22	222768.27	997198.10	4515.93	PAN
23	222768.27	997202.23	4516.03	PAN
24	222752.28	997192.35	4518.09	PAN
25	222752.28	997193.92	4517.99	PAN
26	222752.28	997198.06	4518.09	PAN
27	222775.00	997200.54	4515.63	TBC
28	222771.03	997204.89	4516.46	TBC
29	222775.38	997222.96	0.00	TBC
30	222779.55	997236.83	4514.87	TBC
31	222739.85	997238.12	4514.19	TBC
32	222747.08	997224.46	4515.69	TBC
33	222749.64	997215.02	4517.25	TBC
34	222749.62	997203.95	4518.52	TBC
35	222732.12	997191.77	4520.91	TBC
36	222714.32	997195.39	4523.35	TBC
37	222686.49	997196.71	4526.03	TBC
38	222686.15	997171.29	0.00	TBC
39	222701.82	997169.87	4524.34	TBC
40	222743.06	997124.45	4519.50	TBC

COORDINATE TABLE				
Point #	Northing	Easting	Elevation	Description
41	222742.94	997121.45	4518.87	TBC
42	222773.99	997150.61	4517.83	TBC
43	222774.47	997153.57	4518.70	TBC
44	222776.02	997166.43	4518.15	TBC
45	222791.04	997164.12	4513.85	TBC



P:\14-010 - 200 Railroad Avenue Water Main Extension\14-010-021 - Engineering\Drawings\Sheet\021016 - Plan\14-010 - 200 Railroad Avenue Water Main Extension.dwg 7/14/2016 8:14 am

**TDG**

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

LOGO:

**DEADWOOD RAILROAD AVENUE  
 WATER MAIN EXTENSION  
 DEADWOOD, SOUTH DAKOTA**

REVISIONS:

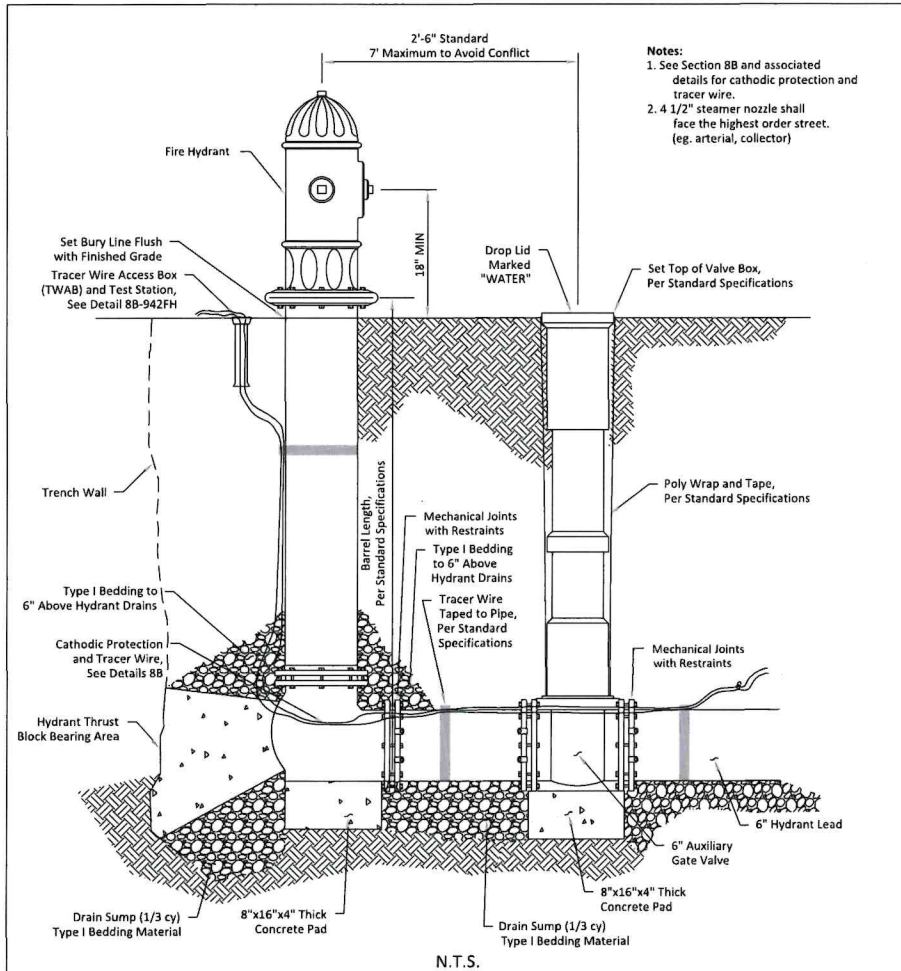
35% DESIGN PLANS
95% DESIGN PLANS

JOB NUMBER: 24-010

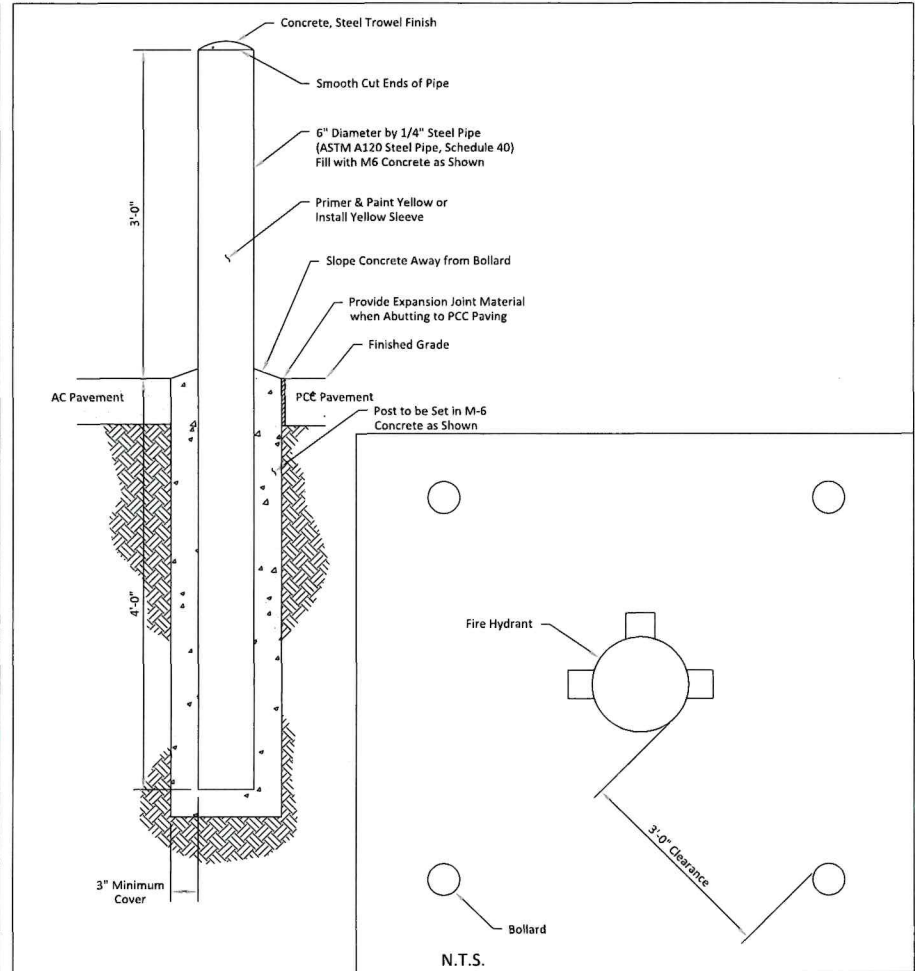
DESIGNED BY: BK
DRAWN BY: BKNR
SURVEYED BY:
SURVEY DATE:

SHEET NAME:  
**INTERSECTION PLAN**

SHEET NO:  
**28**



HYDRANT SETTING DETAIL



FIRE HYDRANT PROTECTION BOLLARD DETAIL



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Box Elder, SD 57719  
605.600.3758

LOGO:



DEADWOOD RAILROAD AVENUE  
WATER MAIN EXTENSION  
DEADWOOD, SOUTH DAKOTA

REVISIONS:  
35% DESIGN PLANS  
95% DESIGN PLANS

JOB NUMBER: 24-010  
DESIGNED BY: BK  
DRAWN BY: BK/NR  
SURVEYED BY:  
SURVEY DATE:

SHEET NAME:  
DETAILS  
SHEET NO:  
29

**ADVERTISEMENT FOR BIDS**  
**Deadwood Hill Trailhead Parking Lot**  
**City of Deadwood**  
**Deadwood, South Dakota**

City of Deadwood  
 Owner  
102 Sherman Street  
 Address  
Deadwood, SD 57732

Separate sealed BIDS for furnishing labor, equipment and material for the DEADWOOD HILL TRAILHEAD PARKING LOT will be received by the City of Deadwood **until 2:00 PM on Thursday, April 17, 2025, at the offices of the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732.** The bids will then be publicly opened and read aloud at that date and time with results presented on April 21, 2025, at the City Commission meeting at City Hall 102 Sherman Street, Deadwood, SD.

The CONTRACT DOCUMENTS may be examined and/or obtained at the following locations:

Construction Industry Center, P.O. Box 1227, 2771 Plant Street, Rapid City, SD  
 FMG Engineering, located at 3700 Sturgis Road, Rapid City, SD 57702, telephone number (605) 342-4105.

Copies of the plans, specifications, and contract documents may be obtained at the office of FMG Engineering. Plans and specifications obtained at FMG Engineering will be free of charge to South Dakota contractors.

Each bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Deadwood. Owner retains the right to reject any and all bids.

Dated this 17th day of March 2025

---

Jessica McKeown  
 City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 27, 2025, April 3, 2025

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

**TALLGRASS**  
 Landscape Architecture for the American West  
 TALLGRASS LANDSCAPE ARCHITECTURE  
 413 NORTH 4TH STREET  
 CUSTER, SD 57730  
 INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM  
 605.673.3167  
 TALLGRASSLANDSCAPEARCHITECTURE.COM

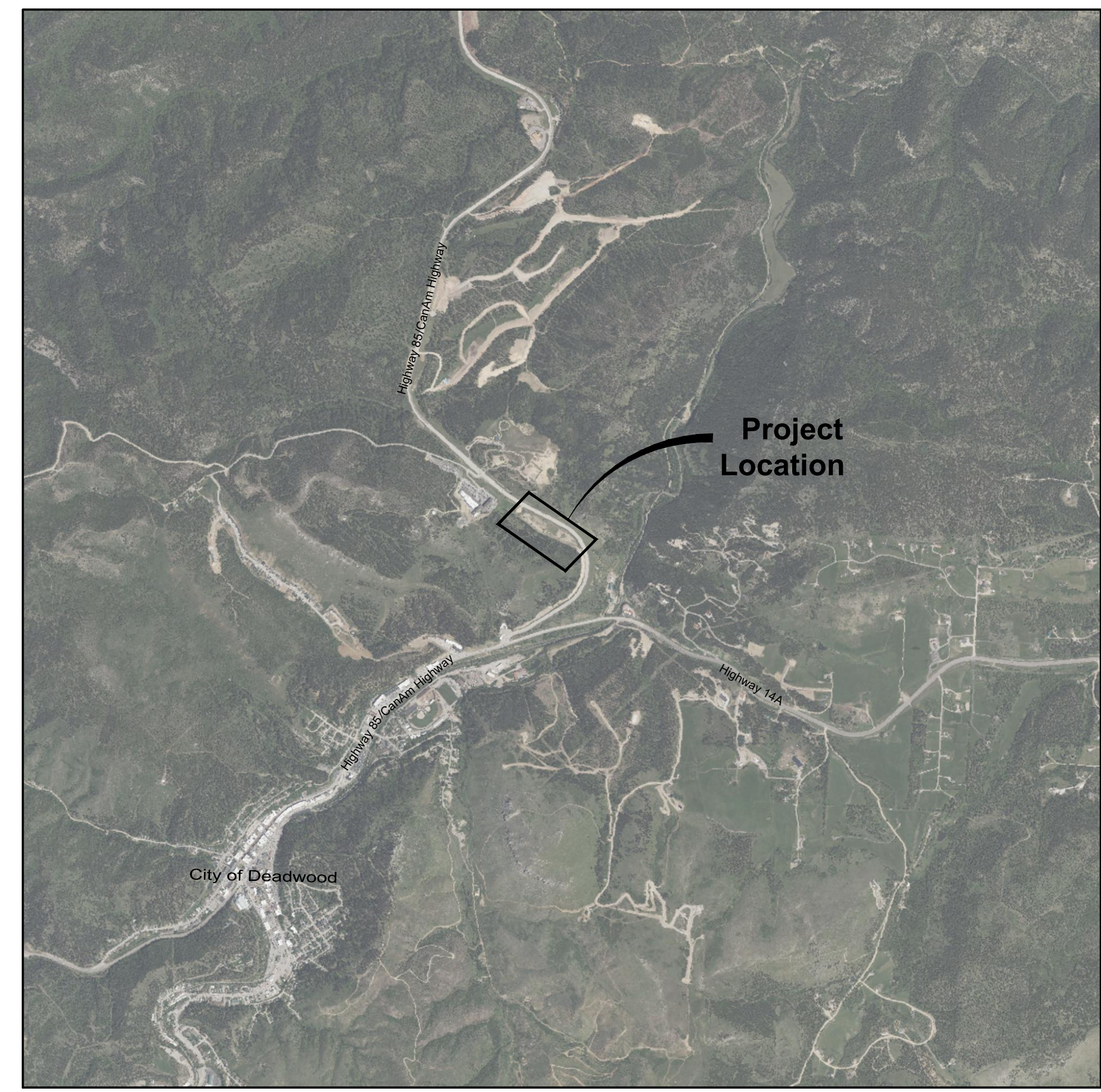
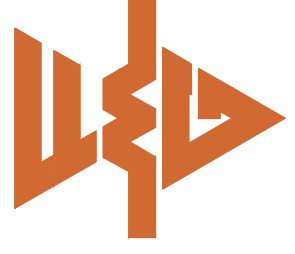
# City of Deadwood

## Deadwood Hill Trailhead Parking Lot

### Deadwood, South Dakota

### July 2024

**FMG ENGINEERING**  
 3700 Sturgis Road  
 Rapid City, SD 57702  
 605.342.4105 • fmgengineering.com



**VICINITY MAP**  
 Not To Scale

**Index of Sheets**

- C1 Title Sheet
- C2 General Notes & Legends
- C3 Existing Conditions & Removals
- C4 Erosion Control
- C5 Site Plan
- C6 Grading Plan
- C7-C9 Cross Sections
- C10 Details
- C11 Details
  
- L1 Landscape Layout
- L2 Planting & Seeding Plan
- L3 Planting Details
  
- E1 Electrical Site Plan

File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

July 2024

**City of Deadwood**  
**Deadwood Hill Trailhead Parking Lot**  
**Deadwood, South Dakota**

Revision / Date
Sheet Name:
Title Sheet

Sheet Number:  
**C1**

GENERAL CIVIL NOTES

SPECIFICATIONS TO BE USED

Unless otherwise noted on the drawings, in the contract documents, or in the detailed specifications all work on these drawings shall be in accordance with the South Dakota Department of Transportation (SDDOT) Standard Specifications for Roads and Bridges, 2015 Edition, including all current updates, except as modified in these plans and the bidding documents.

In the event of a conflict between the standard specifications, the contract documents, and plan notes, the more stringent requirement, as determined by the Engineer, shall prevail.

CONSTRUCTION SCHEDULE REQUIREMENTS

The Contractor shall submit the proposed construction schedule not less than (7) working day prior to the preconstruction meeting.

COORDINATION AND SCHEDULING

A preconstruction meeting will be conducted, the Contractor will be required to attend this and other periodic meetings as necessary with the Engineer and Owner for the purpose of scheduling and coordination during the course of construction.

PERMITS

The Contractor shall be responsible for obtaining all necessary permits and permit fees for this project. Copies of all permits shall be provided to the Engineer prior to beginning work.

EROSION AND SEDIMENT CONTROL

The Contractor is solely responsible for procuring coverage for pollution control for the project. Pollution control shall be in accordance with applicable local and federal rules and regulations. Appropriate Erosion and Sediment Control Measures shall be maintained until the site is permanently stabilized.

A SDDANR stormwater permit for general construction activities will be required as the area of disturbance is over one (1) acre. The owner shall complete the Notice of Intent and pay the associated fee, but the Contractor shall be responsible for preparation and maintenance of the Stormwater Pollution Prevention Plan (SWPPP).

MATERIALS TESTING

Materials Testing is the responsibility of the Owner and will be performed by FMG Engineering. Contractor to coordinate with FMG Engineering for required testing. It is the Contractor's responsibility to coordinate their work and schedule testing with the Owner's testing agency.

The Owner shall provide initial testing only, any additional testing required at no fault of the Owner shall be the responsibility of the Contractor. If additional special testing be required because of insufficient work quality through no fault of the Owner, the Contractor shall pay for all required re-testing necessary to assure the Owner and Engineer that the integrity of the final product meets the intent of the plans and specifications.

SUBMITTALS

Submittals shall be made by the Prime Contractor in accordance with Specifications To Be Used. Submittals shall be made at least 7 working days before Contractor's need for approval. Electronic files (PDF documents) for each submittal shall be made. Submittals shall clearly identify the project and specification section. Submittals shall be certified and dated by the Contractor as being in compliance with the specifications and plan requirements unless. Any deviations from specification requirements shall be noted by the Contractor.

The term "submittals" includes drawings, diagrams, descriptive literature, illustrations, instructions, schedules, performance and test data, product data sheets, material safety data sheets, and similar materials by a Supplier or Contractor, to illustrate material or equipment for some portion of the work.

Any work done prior to Engineer's approval shall be at the Contractor's risk. Re-submittals shall be made the same as for original submittals with changes from the previous submittal clearly shown.

RECORD DRAWINGS

The Contractor shall document all changes. Maintain onsite and separate from documents used for construction, one complete set of contract documents as record drawings. Changes include work which is installed differently than shown on the plans. Record drawings shall be provided to the Engineer upon completion.

EXISTING UTILITIES

The South Dakota one call number was called for utility locates during survey activities for the design. The utilities shown on the drawings are from the one call markings made for that project as otherwise noted on the drawings. The location of all existing utilities may not be shown on the plans or are not accurately represented on the drawings.

Existing overhead and underground power lines, overhead and underground telephone lines, fiber optic cables, water lines, gas mains, sewer lines, and other utilities not authorized to be removed shall be supported and protected from injury by the Contractor during construction and until completion of the work affecting them. The Contractor is responsible for having all utilities located prior to beginning construction. The Contractor shall be liable for damages done to such existing facilities and he shall hold the Owner harmless from any liability or expense for injuries, damages, or repairs to such facilities.

The Contractor shall coordinate all work with the utility companies. No additional payment will be made for this work.

The Contractor is to verify the existence and location of the existing utilities at the site. No extra payment will be made because of different utility locations or any other utilities that may be present unless pre-approved by the Owner and Engineer.

TRAFFIC CONTROL

The Contractor shall be responsible for Traffic Control. The Contractor shall maintain traffic in accordance with Standard Specifications. Provide Traffic Control Plan to City of Deadwood and SDDOT for approval for all work in public right of way. Submit copy of approved Plan. No additional payment shall be made.

EARTHWORK - UNCLASSIFIED EXCAVATION

All material encountered in the site work excavation shall be considered unclassified excavation regardless of the actual type of material encountered and no extra payment will be made for varying materials.

The Contractor is responsible to determine the amount of earthwork that will be necessary to complete the project. The Contractor shall dispose of excess excavation at a Contractor furnished site.

If soft or unstable materials are encountered during grading operations the contractor shall notify the Engineer for review of that area. Stabilization of these areas may be required as directed by the Engineer. So long as the project is constructed as shown on plans, plans quantities shall be the basis for payment and no additional payment shall be made. Earthwork quantities shown are for reference only and do not include shrink, swell, or reductions/additions to account for surfacing

materials.

CONTRACTOR PROVIDED WATER

The Contractor shall be responsible for providing water for compaction of earthen and granular materials used for the project. Water needed for turf reestablishment, street cleaning, and other miscellaneous items shall also be provided by the Contractor.

SUBGRADE SCARIFICATION

In areas under pavement, after subgrade elevations is reached and immediately prior to placing aggregate base course, the Contractor shall scarify the subgrade to the depth indicated on the drawings, adjust the moisture content, and compact the materials per the specifications. Subgrade scarification shall result in full processing of the soil using disks, rippers, blades, or other suitable equipment such that the soil is fully mixed prior to compaction. Subgrade shall be compacted to a density no less than 95 percent of the maximum dry density as determined by the Modified Proctor (ASTM D 1557.91).

SUBGRADE AND BASE COURSE PROTECTION AND MAINTENANCE

The Contractor shall protect and maintain the completed compacted subgrade and aggregate base course. Where completed subgrade or base course areas are affected by subsequent construction operations or adverse weather, the Contractor shall scarify the surface, reshape, and compact the material to required moisture and density prior to further construction.

THE TESTING AGENCY SHALL BE NOTIFIED TO TEST THE SUBGRADE BELOW ALL PAVEMENTS IMMEDIATELY BEFORE THE PLACEMENT OF MATERIALS ABOVE THE SUBGRADE TO VERIFY THE SUBGRADE MEETS SPECIFICATIONS.

No extra payment will be made for subgrade and base course protection and maintenance.

SUBGRADE AND AGGREGATE BASE COURSE PROOFROLLING

Before placement of the aggregate base course the prepared subgrade shall be proof rolled by the Contractor. Before placement of asphalt or concrete pavements the prepared aggregate base course shall be proof rolled by the Contractor. Proof rolling of these areas is required to check for unstable or soft areas and is required regardless of passing compaction tests. The Contractor shall furnish required heavy equipment to proof roll the areas. A materials technician from FMG Engineering must be present during proof rolling operations.

Soft areas or unstable areas discovered during proof rolling shall be stabilized to the satisfaction of the Engineer. No extra payment will be made for proof rolling.

AGGREGATE BASE COURSE

Material for aggregate base course shall conform to the requirements for Limestone Ledge Rock Base Course in Section 882 of the Standard Specifications. The aggregate supplier shall submit material sampling and testing results obtained during the year the material will be placed.

A PRE-PAVING MEETING

The Contractor shall schedule and coordinate a pre-paving meeting with the paving Superintendent, Job Foreman, Engineer, and the Owner's Testing personnel prior to initiating paving activities. It's the Paving Superintendent's responsibility to review paving requirements including but not limited to anticipated weather conditions, truck schedules, delivery schedules, paver speed set for deliveries, actions to be taken in the event of paving interruptions, maximum paver stoppage permitted, joint requirements, subcontractor scheduling, traffic control, asphalt surface raking requirements, etc.

ASPHALT CONCRETE PAVEMENT

Asphalt shall comply with the Standard Specifications.

Asphalt Concrete shall be Class E, see details. Mix design submittals are required. Mix design shall be based on material samples obtained during the year the material will be placed. Asphalt Binder shall be PG 64-22.

Recycled Asphalt Product (RAP) may be used in the asphalt composite at a ratio of up to but not exceeding 15% by weight.

Tack coat shall be applied between lifts of pavement if the lower lift becomes cold or dirty.

PAVEMENT MARKINGS

All materials shall meet Section 633 of the standard specifications to be applied per manufacture's recommendations.

All pavement markings for the striping and handicap symbols shall be completed using pavement marking paint. All striping for the parking lot shall be 4" wide yellow paint.

Handicap symbols shall be painted per ADA, Local code, and shall include a blue background and white symbol.

Handicap access aisles and/or painted parking lot islands shall be painted with 4" wide stripes 2.0' on center.

The perpendicular parking stall stripes shall not vary by more than 1.0 degree from being perpendicular to the center stripe or curb line. Variations of more than 1.0 degree will require obliteration and restriping.

The new pavement shall be allowed to age a minimum of 7 days prior to painting of pavement markings. Aging time less than this requires approval of the Engineer. Pavements shall be cleaned prior to painting. Damage to existing or new pavement markings caused by Contractor equipment and operations will require repainting of those damaged areas at no extra cost to the Owner.

Paint shall be applied at a rate of 16.9 gallons/mile for a 4" wide stripe.

REVEGETATION

All existing turfed areas disturbed by the construction shall be revegetated. See Landscaping Plans for seed mix and planting details. No additional payment shall be made for areas disturbed outside those shown on plans.

Existing Topography and Survey Legend

Table listing symbols for Survey Control Point, Benchmark, Found Survey Monument, Set Survey Monument, Spot Elevation, Borehole, Monitor Well, Sanitary Sewer Line, Cleanout, Water Line, Post Indicator Valve, Curbstop, Gate Valve, Butterfly Valve, Fire Hydrant, Well, Meter Pit, Irrigation Control Valve, Sprinkler Head, Fiber Optic Line, Telephone Line, Telephone Manhole, Communications Riser, Overhead Utility Line, Underground Power Line, Power Pole, Power Pole Anchor, Traffic Signal Pole, Light Pole, Electrical Manhole, Electrical Junction Box, Electric Meter, Gas Line, Gas Valve, Down Spout, Roof Drain, Sign, Delineator Post, Mailbox, Tree (deciduous) Plus Trunk Diameter, Tree (coniferous) Plus Trunk Diameter, Stump Plus Trunk Diameter, Bush, Bush (deciduous), Bush (evergreen), Edge Of Trees, Wire Fence, Wood Fence, Chain Link Fence, Guardrail, Curb & Gutter, Detectable Warning Panel, Riprap, Contour (1'), Contour (5'), Property R.O.W. Line, Easment Line, Section Line, 1/2 Section Line, 1/4 Section Line, Section R.O.W. Line.

Note Regarding Existing Utilities

Unless otherwise noted, utility locations shown are based on field marked locations provided by South Dakota One Call, and where possible, field measurements. Existence and location of actual utilities may vary from that shown. Contractor must verify location of all utilities before excavation.

Proposed Surfacing Legend

Table listing symbols for Asphalt Pavement, Asphalt Driveway, PCC Pavement, Concrete Driveway, Gravel Surfacing, Concrete Sidewalk, Reinforced Concrete Sidewalk, Sidewalk Ramp with Detectable Warning Panel, Concrete Curb and Gutter, Concrete Curb and Gutter (Tilted), Concrete Fillet, Concrete Fillet (Tilted).

Proposed Utilities Legend

Table listing symbols for Fire Hydrant, Gate Valve and Box, Curb Stop, Post Indicator Valve (PIV), Water Meter, Water Main Fittings, Cap or Plug, Tracer Wire Box or Tracer Wire and Cathodic Test Station Boxes, Water Main, Sanitary Sewer Cleanout, Sanitary Sewer Manhole, Gas Line, Tracer Wire Box, Sanitary Sewer Main, Storm Sewer Inlet (Sizes and Types Vary), Riprap, Storm Sewer Pipe or Culvert, Storm Sewer Pipe End Sections, Roof Drain Pipe, Foundation Drain Pipe.

Grading Callout Legend

Table listing symbols for Existing Major Contour, Existing Minor Contour, Finish Grade Major Contour (5'), Finish Grade Minor Contour (1'), TP = Top of Pavement, Lip = Gutter Lip, TC = Top of Curb, FC = Fillet Corner, TSW = Top of Sidewalk, TEW = Top of Thickened Edge Sidewalk, FL = Flow Line, FG = Finish Grade, EG = Existing Grade, TW = Top of Wall, BW = Finish Grade at Bottom of Wall, BB = Bottom Block Wall Elevation, Drainage Direction Arrow, Sidewalk Slope in All Directions Shall Not Exceed 1.5%.

Proposed Site Legend

Table listing symbols for Sign, Chainlink Fence, Barbedwire Fence, Ornamental Fence, PU Common Utility Trench, UP Underground Power Line, G Gas Main, Storm Sewer Pipe or Culvert, Parking Count, Existing Parking Count.

Demolition and Removals Legend

Table listing symbols for Asphalt Pavement Removal, Concrete Pavement Removal, Gravel Surfacing Removal, Landscape Removal Area, Curb and Gutter Removal, Gas Line Removal, Water Line Removal, Sanitary Sewer Line Removal, Power Line Removal, Fiber Optic Line Removal, Telephone Line Removal, Storm Sewer Pipe Removal, Utility Abandonment In-Place.

FMG ENGINEERING logo and contact information: 3700 Sturgis Road, Rapid City, SD 57702, 605.342.4105 • fmgengineering.com



Table with project details: File Number: 231370.00, Location: E 1/2 Section 14 T5N, R3E, B1M, Surveyed By: EK, Date: December 2023, Designed By: JLH, Drawn By: MDS, Checked By: JLH.

City of Deadwood Deadwood Hill Trailhead Parking Lot Deadwood, South Dakota

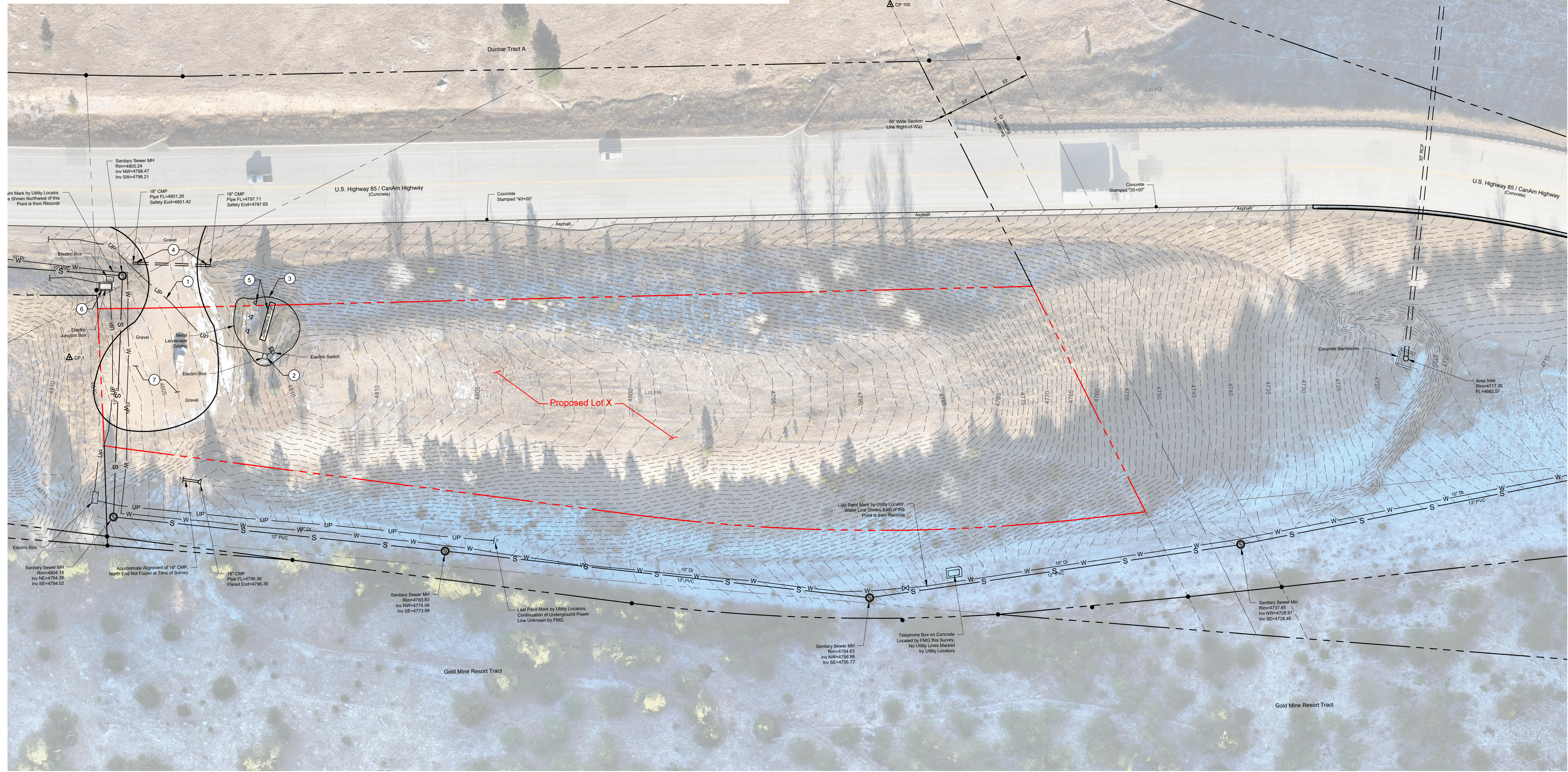
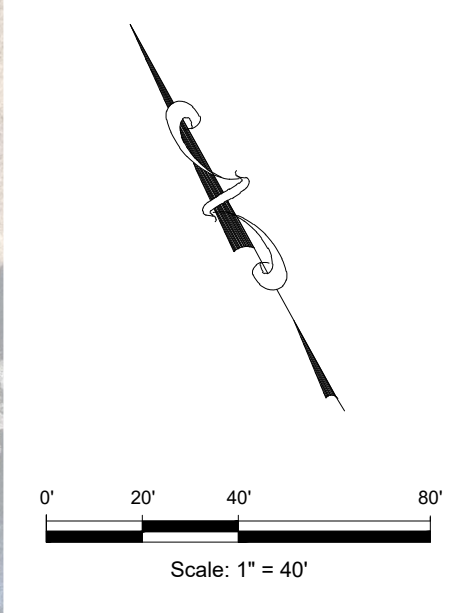
Table with Revision / Date column.

Sheet Name: General Notes & Legends

Sheet Number: C2



Removal Callouts	
Callout No.	Description
1	Abandon Existing Power in Place; See Electrical for Proposed Power Relocation
2	Relocate Existing Electrical Switch and Transformer, Coordinate with Black Hills Energy. See Electrical Plans.
3	Remove Existing Metal Landscape Edging
4	Remove Existing CMP Safety Ends
5	Do Not Disturb Existing Deadwood Sign or Lights
6	Do Not Disturb Existing Electrical Boxes or Sanitary Manhole
7	Remove Existing Gravel Surfacing as Necessary



**Control Point Table**

Point Number	Eastings	Northings	Point Elevation	Description
1	998405.0410'	226940.3990'	4811.90	5/8" Rebar
2	999567.9120'	226301.9190'	4713.43	5/8" Rebar
100	999068.4430'	226874.0220'	4773.70	SDDOT Control Point

**Basis of Bearings**  
 The coordinates, bearings and distances shown are based on the South Dakota State Plane Coordinate System-North Zone, NAD83(2011), US Feet. All Distances are Grid.

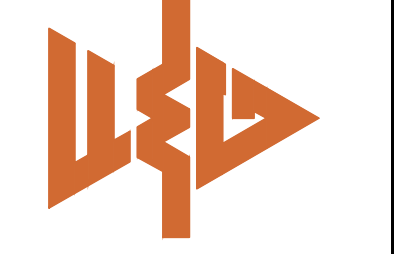
NAVD88, Geoid G2018u0.

Basis of coordinate system and elevations: GNSS static observation and OPUS Post Processing Solution.

**Note Regarding Aerial Photography**  
 Aerial photography from FMG drone flown on 12/15/23.

**Note Regarding Utilities**  
 Unless otherwise noted, utility locations shown are based on field marked locations provided by South Dakota One Call, and where possible, field measurements. Existence and location of actual utilities may vary from that shown. Contractor must verify location of all utilities before excavation.

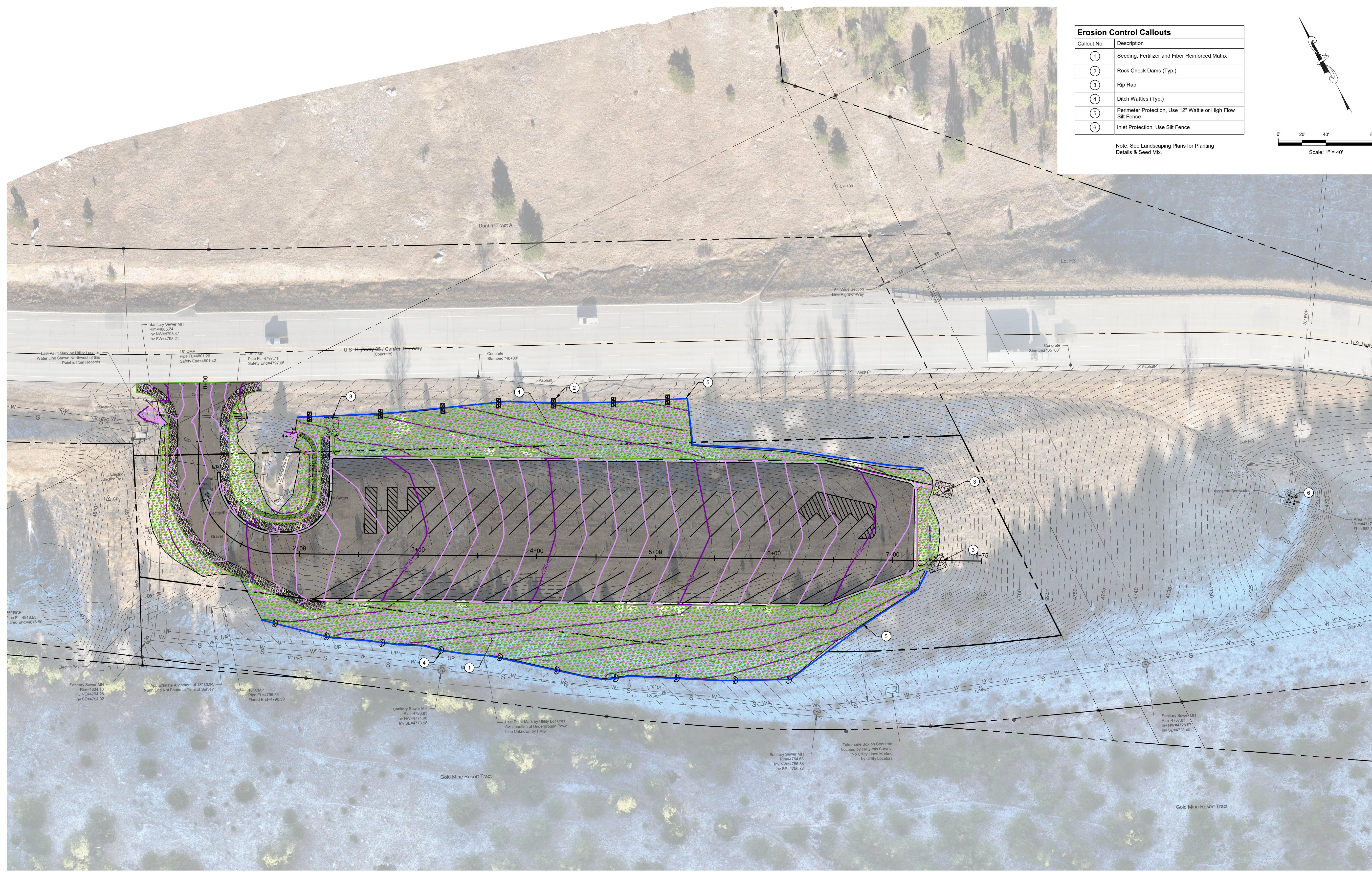
**FMG ENGINEERING**  
 3700 Sturgis Road  
 Rapid City, SD 57702  
 605.342.4105 • fmgengineering.com



File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

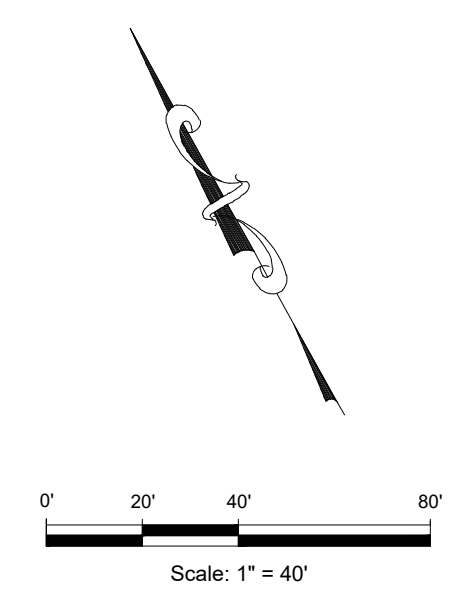
**City of Deadwood**  
**Deadwood Hill Trailhead Parking Lot**  
**Deadwood, South Dakota**

Revision / Date	
Sheet Name:	Existing Conditions & Removals
Sheet Number:	C3



Erosion Control Callouts	
Callout No.	Description
①	Seeding, Fertilizer and Fiber Reinforced Matrix
②	Rock Check Dams (Typ.)
③	Rip Rap
④	Ditch Watties (Typ.)
⑤	Perimeter Protection, Use 12" Wattle or High Flow Silt Fence
⑥	Inlet Protection, Use Silt Fence

Note: See Landscaping Plans for Planting Details & Seed Mix.



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 Rapid City, SD 57702  
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File Number:  
231370.00

Location:  
E 1/2 Section 14  
T5N, R3E, BHM

Surveyed By: EK  
Date: December 2023

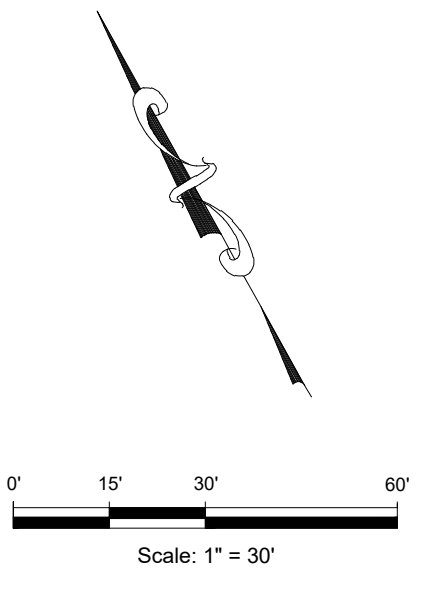
Designed By: JLH  
Drawn By: MDS  
Checked By: JLH

**City of Deadwood**  
**Deadwood Hill Trailhead Parking Lot**  
**Deadwood, South Dakota**

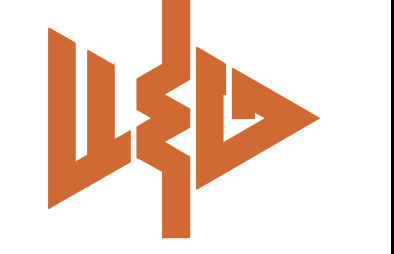
Revision / Date
Sheet Name: Erosion Control
Sheet Number: <b>C4</b>

Z:\231370.00\Deadwood-New Parking Lots\Civil\CDP\Plan Sheets\231370 Erosion Control Plan.dwg - Thursday, July 18, 2024 9:08:04 AM

July 2024



**FMG ENGINEERING**  
 3700 Sturgis Road  
 Rapid City, SD 57702  
 605.342.4105 • fmgengineering.com



File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, B1M
Surveyed By:	EK
Date:	December 2023
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**City of Deadwood**  
 Deadwood Hill Trailhead Parking Lot  
 Deadwood, South Dakota

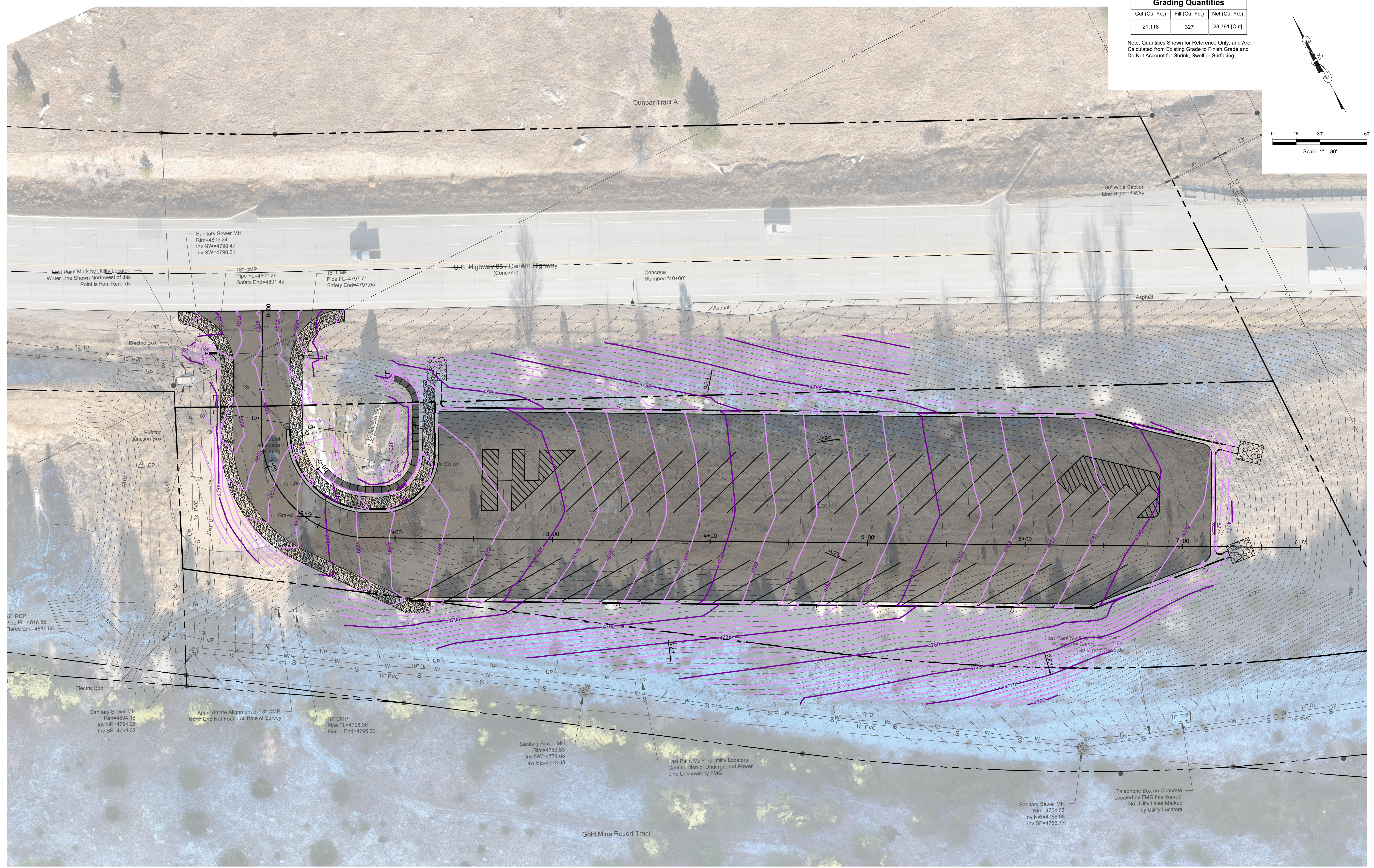
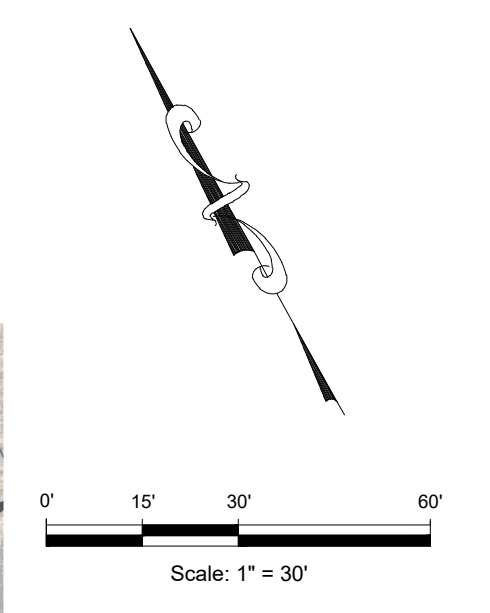
Revision / Date	
Sheet Name:	Site Plan
Sheet Number:	C5

Callout No.	Description
1	Extend 18" CMP 5' Plus Flared End (Safety End) FL = 4801.90
2	Extend 18" CMP 10' Plus Flared End (Safety End) FL = 4797.28
3	Redi-Rock Retaining Wall (0' - 8' Wall Height)
4	Solar Parking Lot Lights (See Specifications)
5	Paint ADA Symbol
6	Paint 4" Wide Yellow Stripes in Islands and Stall Stripes (Typ.)
7	Type B Curb & Gutter
8	Type R Curb & Gutter
9	6" Gravel Surfacing for Shoulders (1" Agg Base)
10	Relocated Power Meter & Transformer. Install New Secondary Power Service to Lights; See Electrical
11	Class B Riprap, 16L x 12W x 3' Deep, with Separation Fabric
12	Valley Gutter; See Detail
13	4" Asphalt Pavement; See Detail
14	Trolley Stop Sign and Information Sign; See Details
15	Taper Curb Height to Zero in 1' Minimum
16	Stop Sign, R1-1
17	4" Pipe Bollard (Typ.)

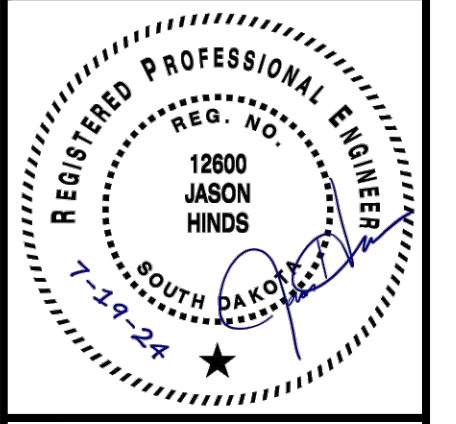
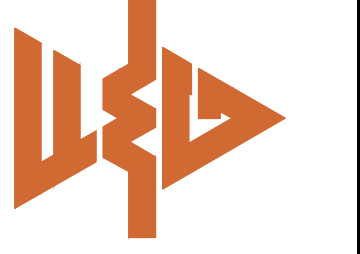
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Grading Quantities		
Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
21,118	327	23,791 [Cut]

Note: Quantities Shown for Reference Only, and Are Calculated from Existing Grade to Finish Grade and Do Not Account for Shrink, Swell or Surfacing.



**FMG ENGINEERING**  
 3700 Sturgis Road  
 Rapid City, SD 57702  
 605.342.4105 • fmgengineering.com



File Number:  
231370.00  
 Location:  
E 1/2 Section 14  
T5N, R3E, BHM  
 Surveyed By: EK  
 Date: December 2023  
 Designed By: JLH  
 Drawn By: MDS  
 Checked By: JLH

July 2024

**City of Deadwood**  
**Deadwood Hill Trailhead Parking Lot**  
**Deadwood, South Dakota**

Revision / Date
Sheet Name:
Grading Plan
Sheet Number:
<b>C6</b>

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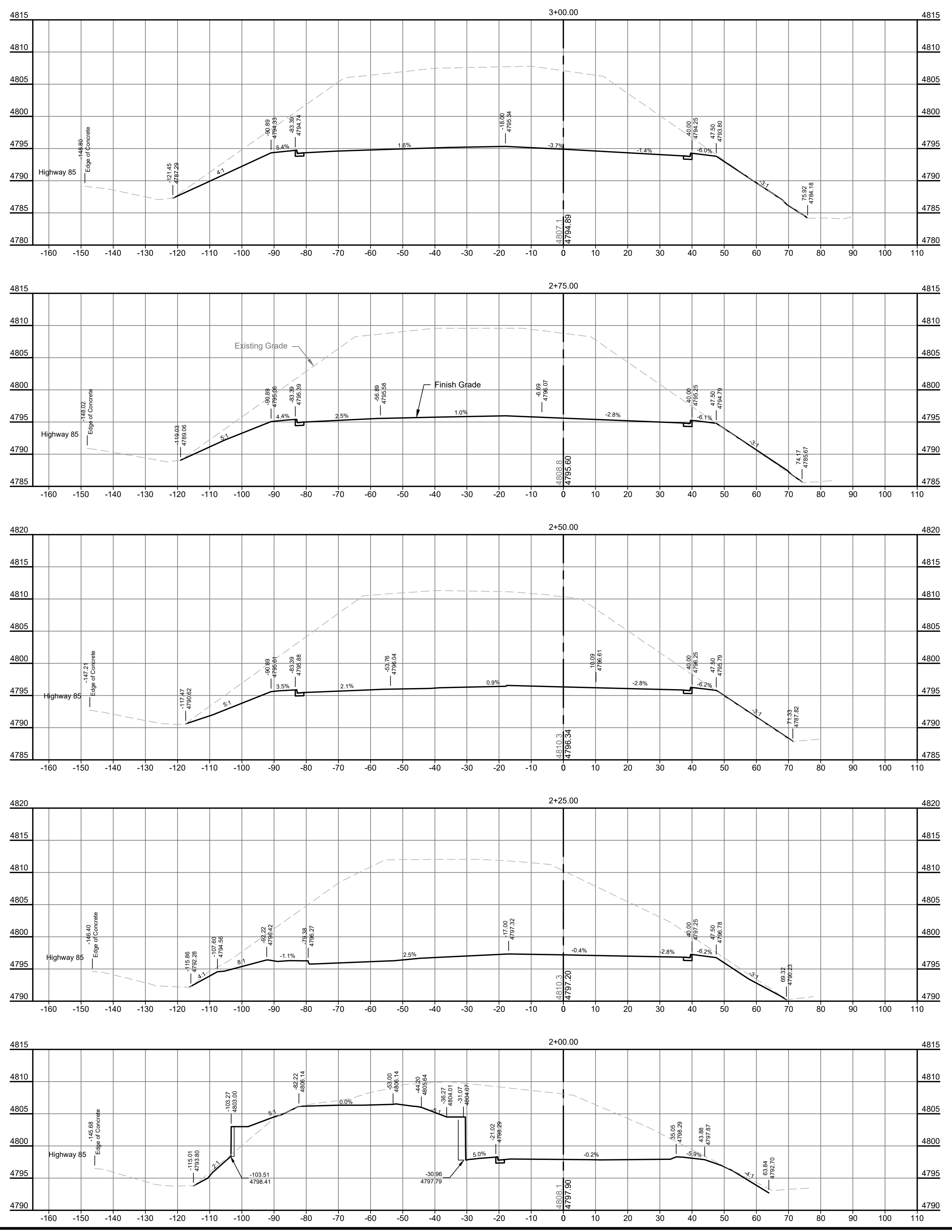
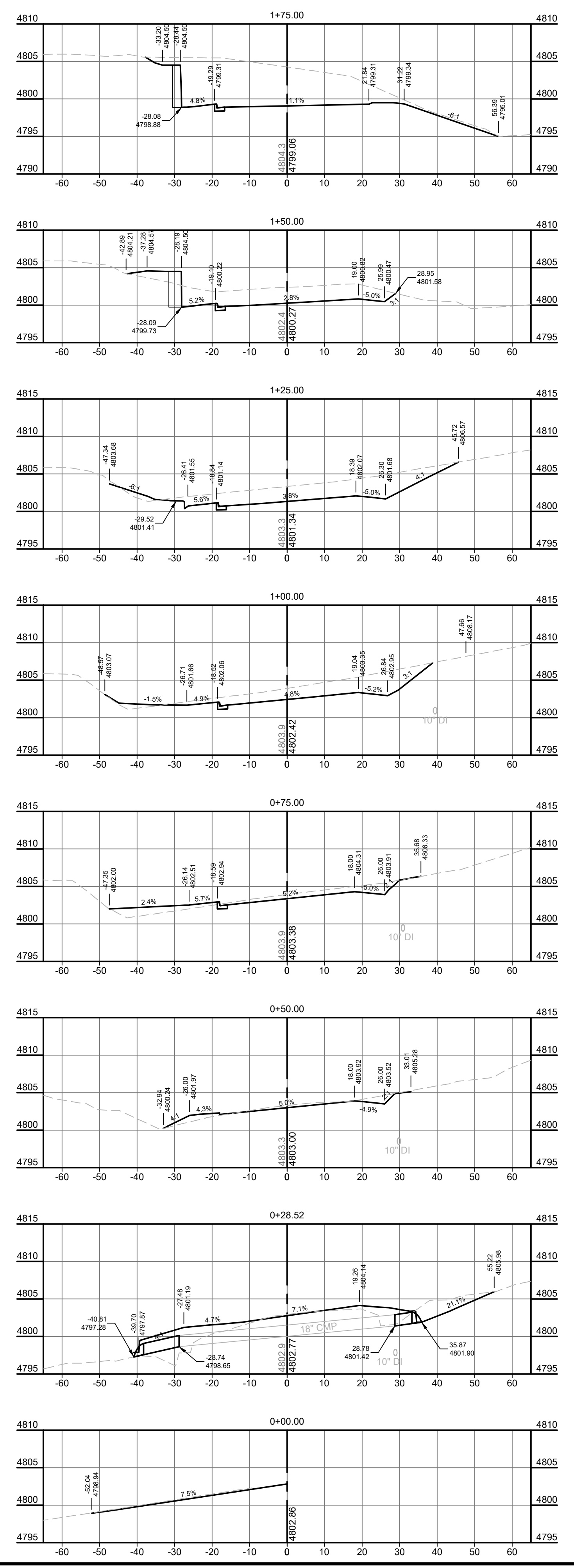


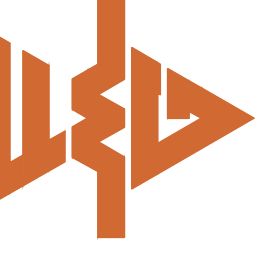
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231370.00  
 Location:  
E 1/2 Section 14  
T5N, R3E, BHM  
 Surveyed By: EK  
 Date: December 2023  
 Designed By: JLH  
 Drawn By: MDS  
 Checked By: JLH

**City of Deadwood**  
 Deadwood Hill Trailhead Parking Lot  
 Deadwood, South Dakota

Revision / Date
Sheet Name: Cross Sections
Sheet Number: <b>C7</b>

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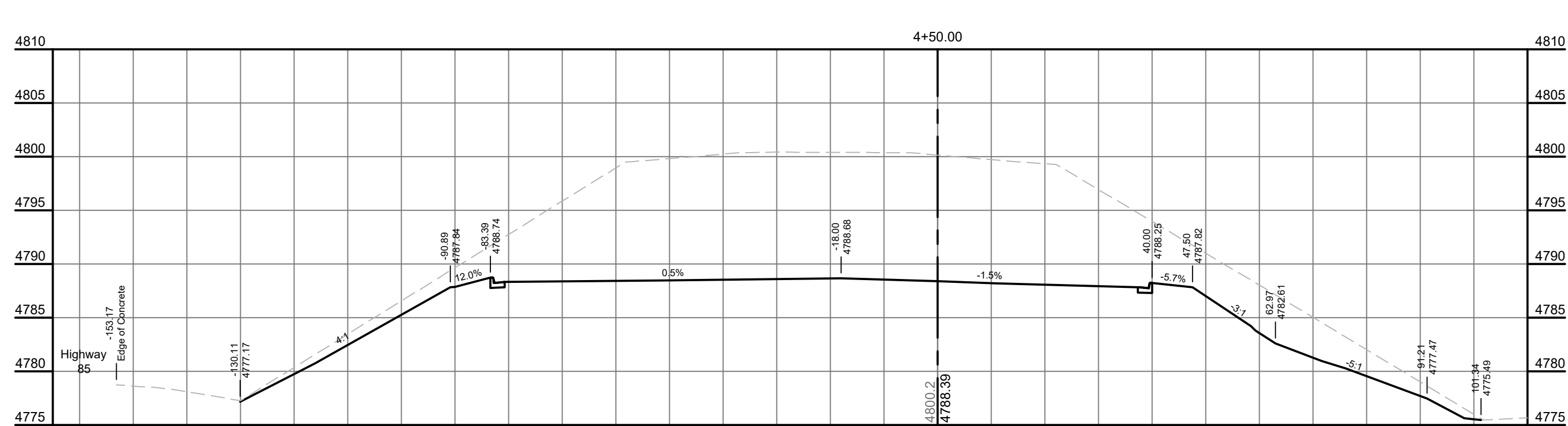
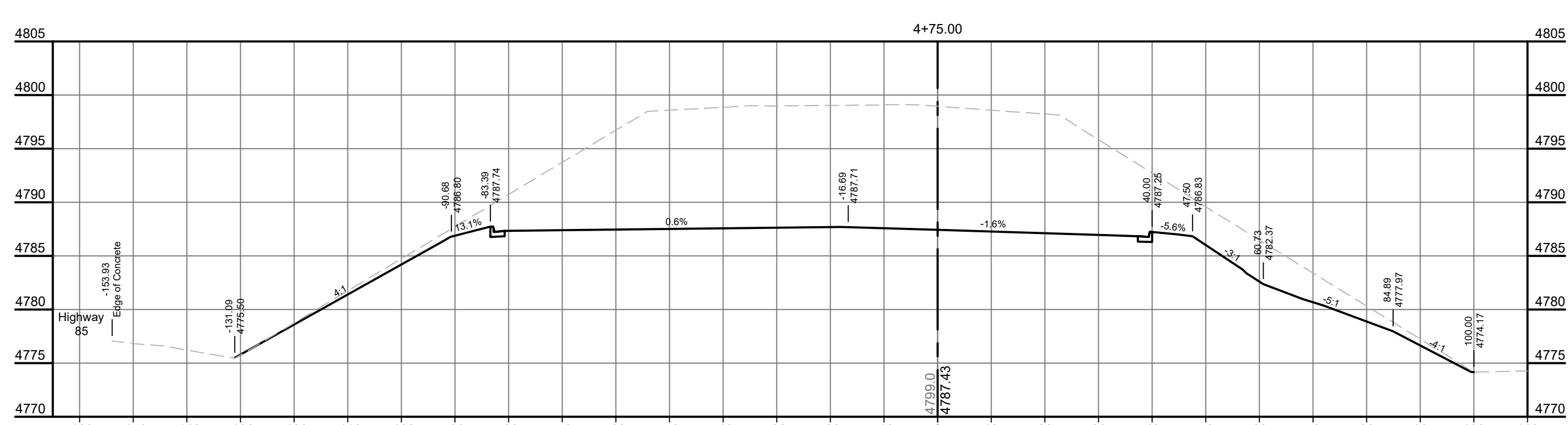
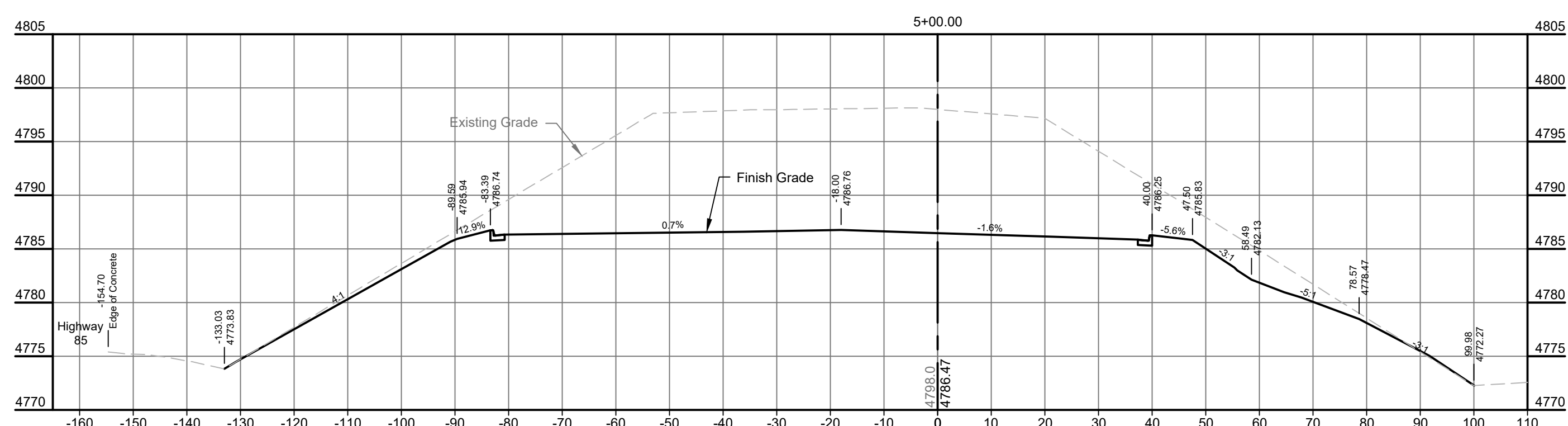
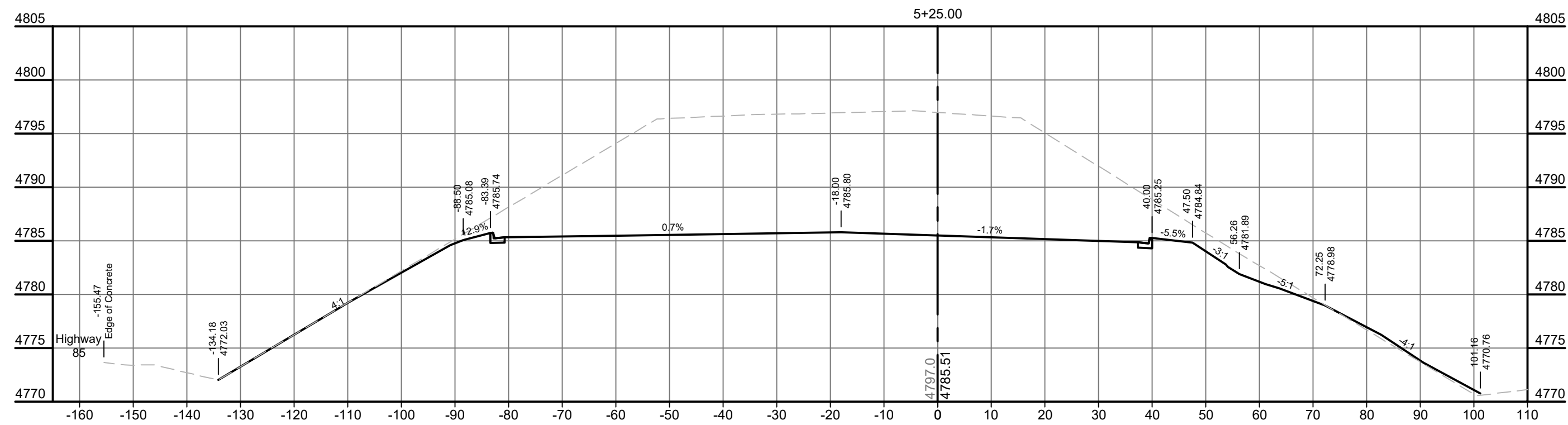
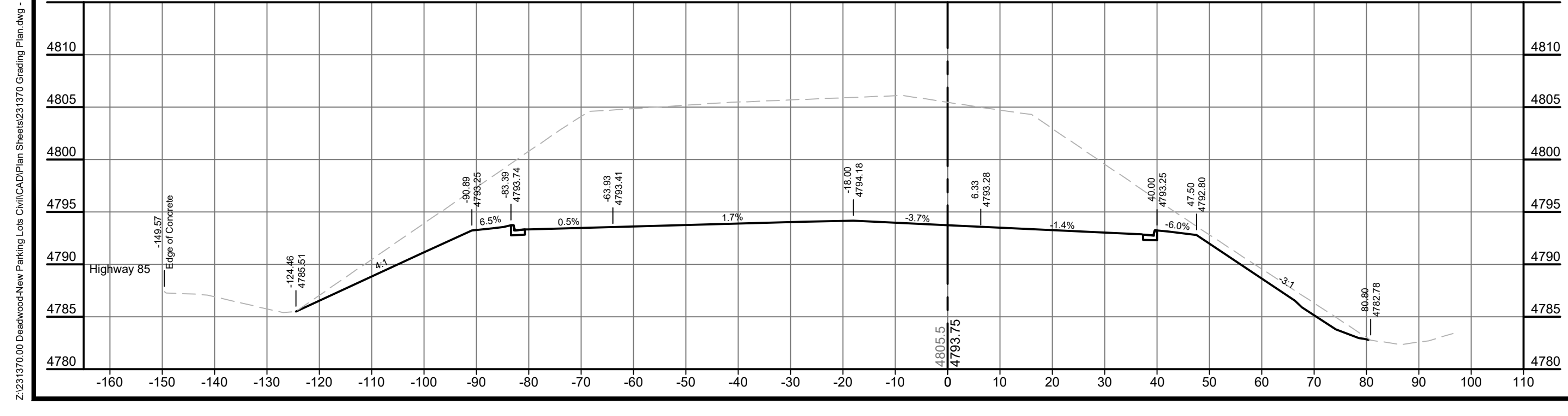
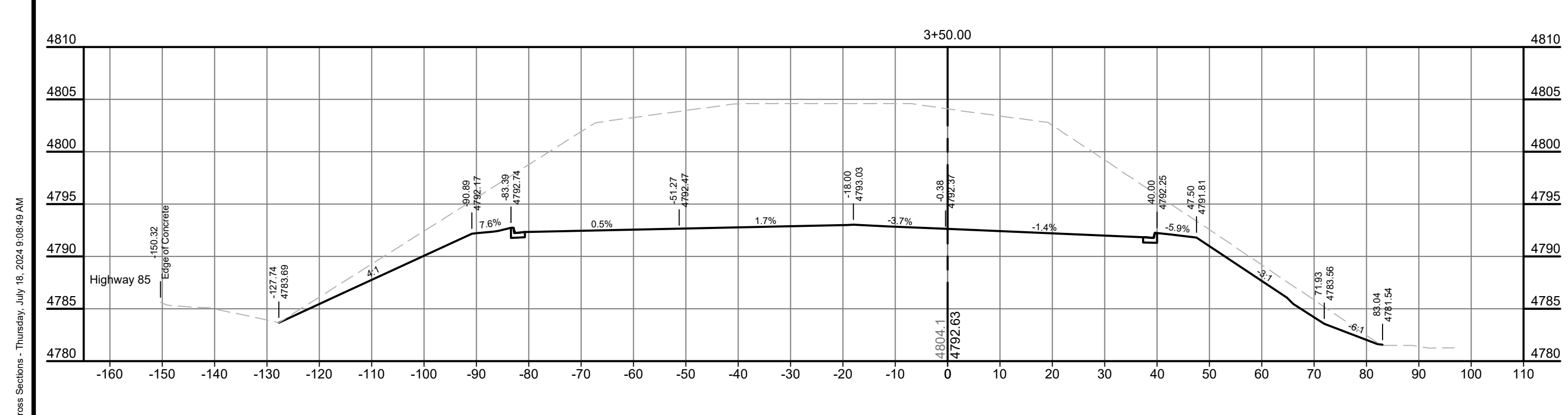
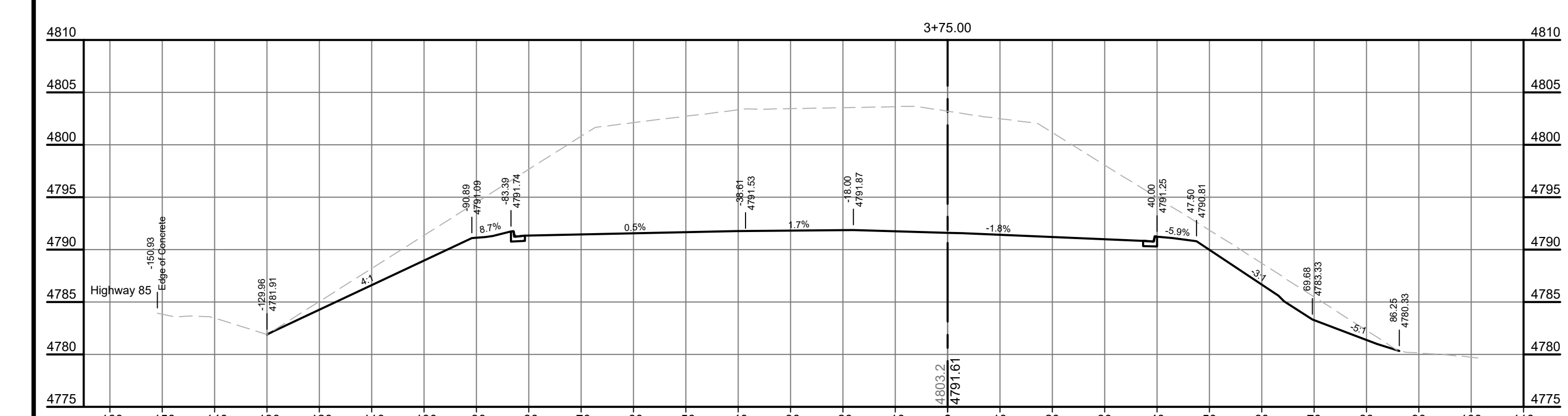
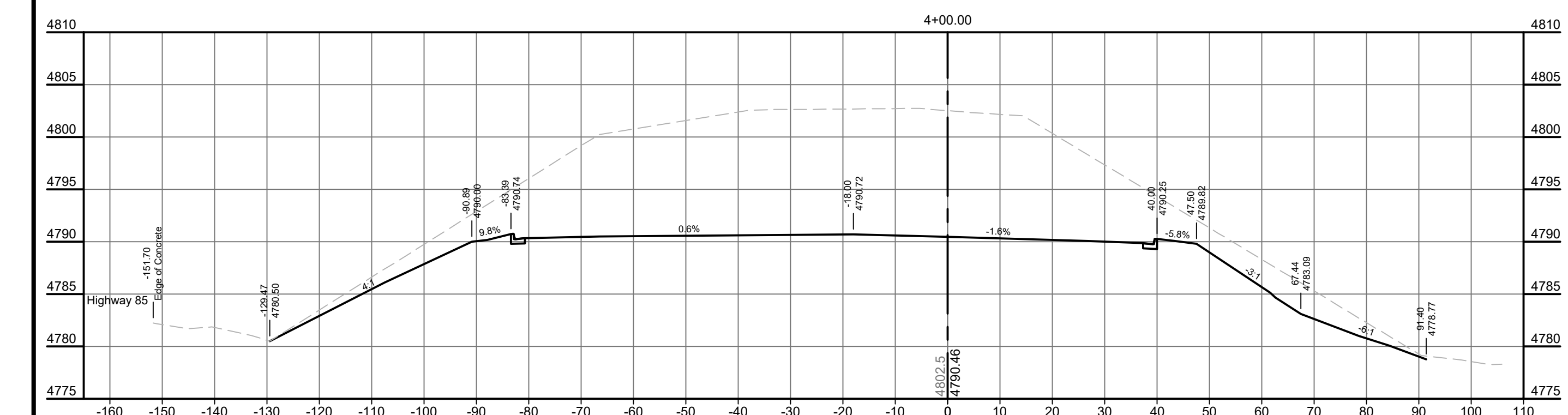
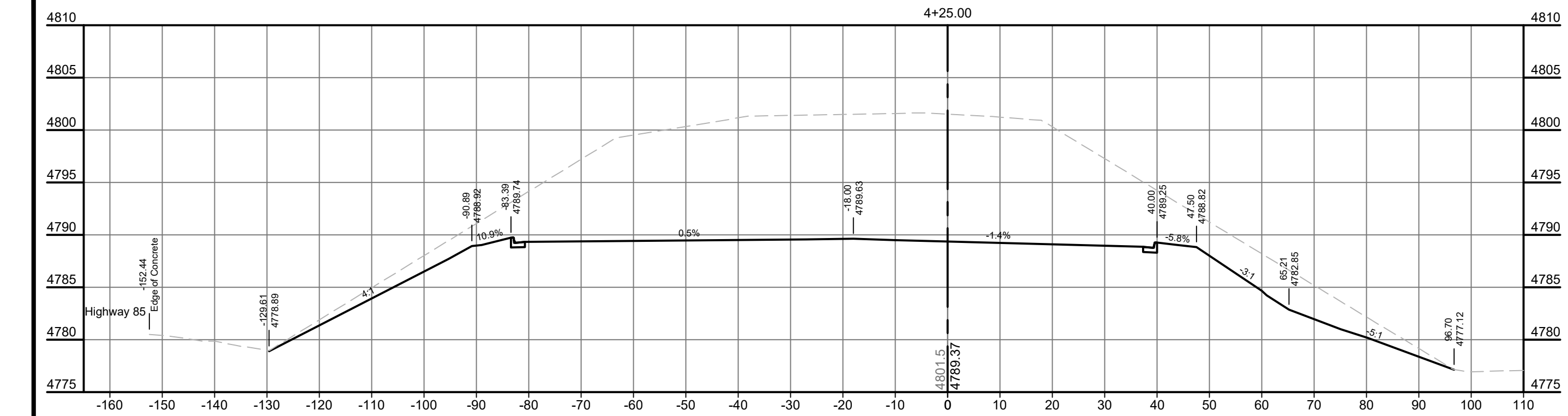


File Number:  
231370.00  
Location:  
E 1/2 Section 14  
T5N, R3E, BHM  
Surveyed By: EK  
Date: December 2023  
Designed By: JLH  
Drawn By: MDS  
Checked By: JLH

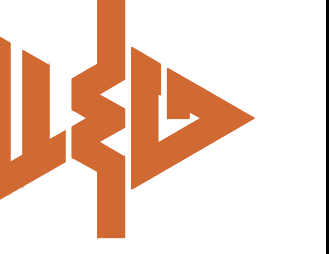
City of Deadwood  
Deadwood Hill Trailhead Parking Lot  
Deadwood, South Dakota

City of Deadwood  
Deadwood Hill Trailhead Parking Lot  
Deadwood, South Dakota

Revision / Date  
Sheet Name:  
Cross Sections  
Sheet Number:  
**C8**



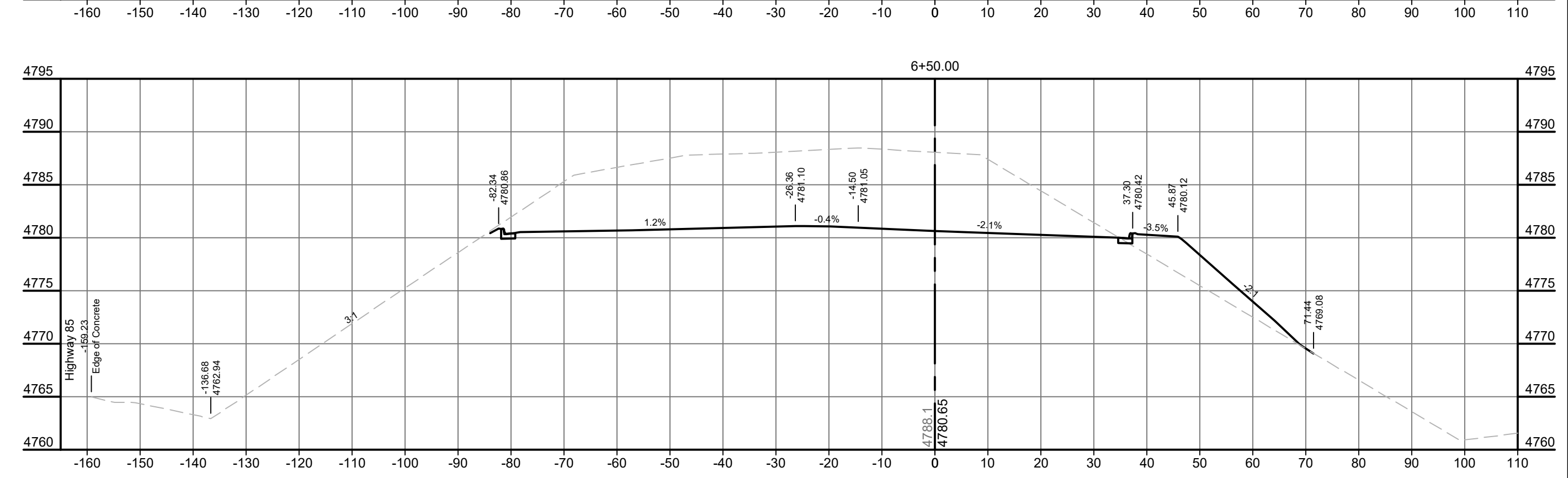
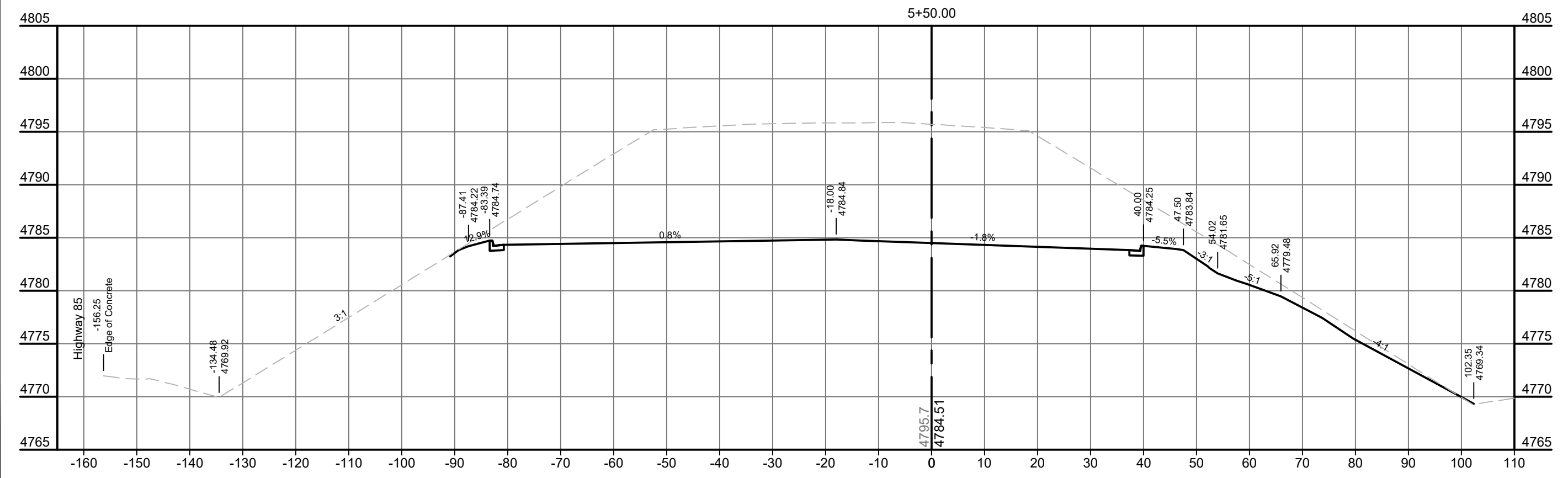
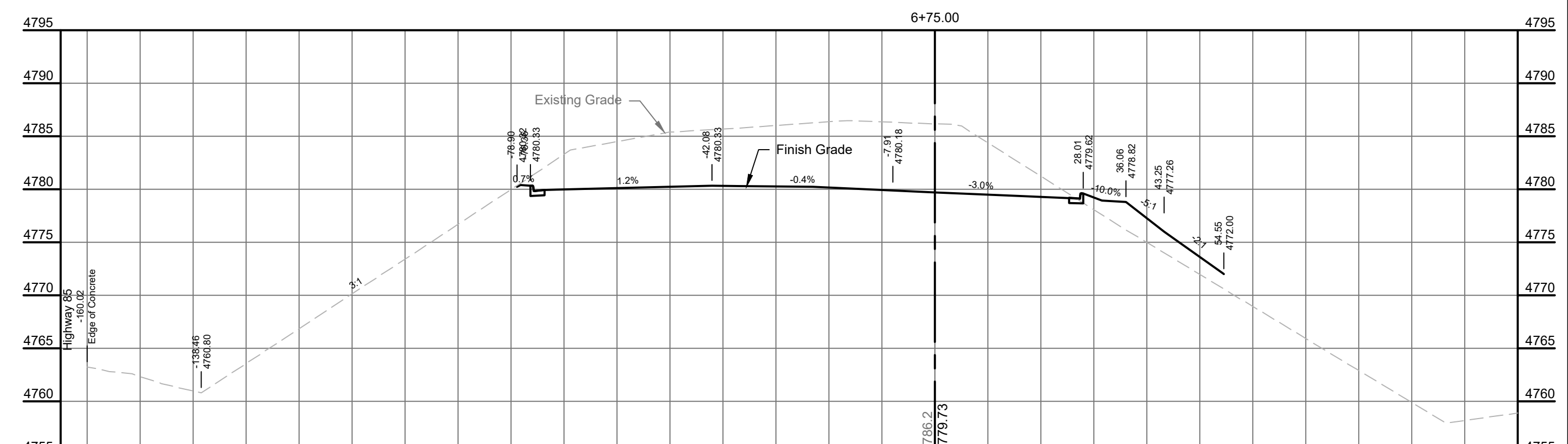
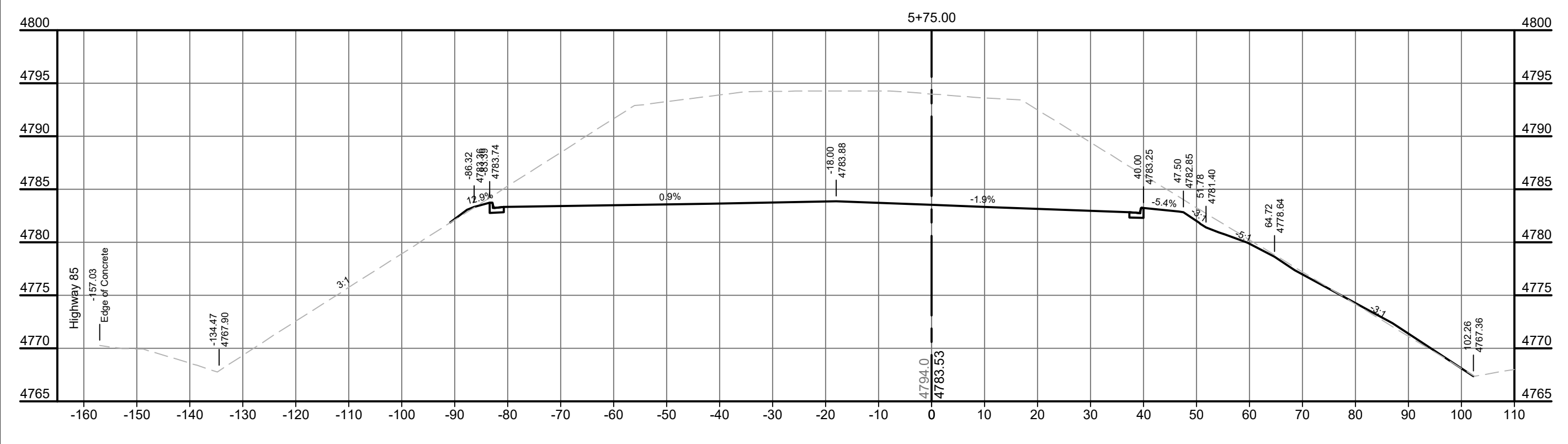
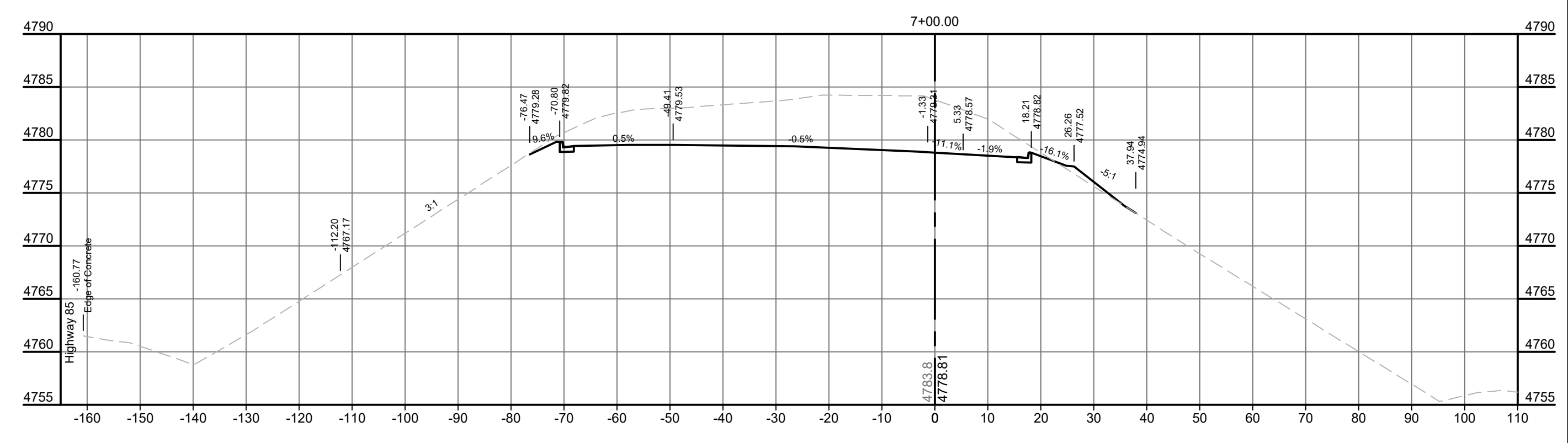
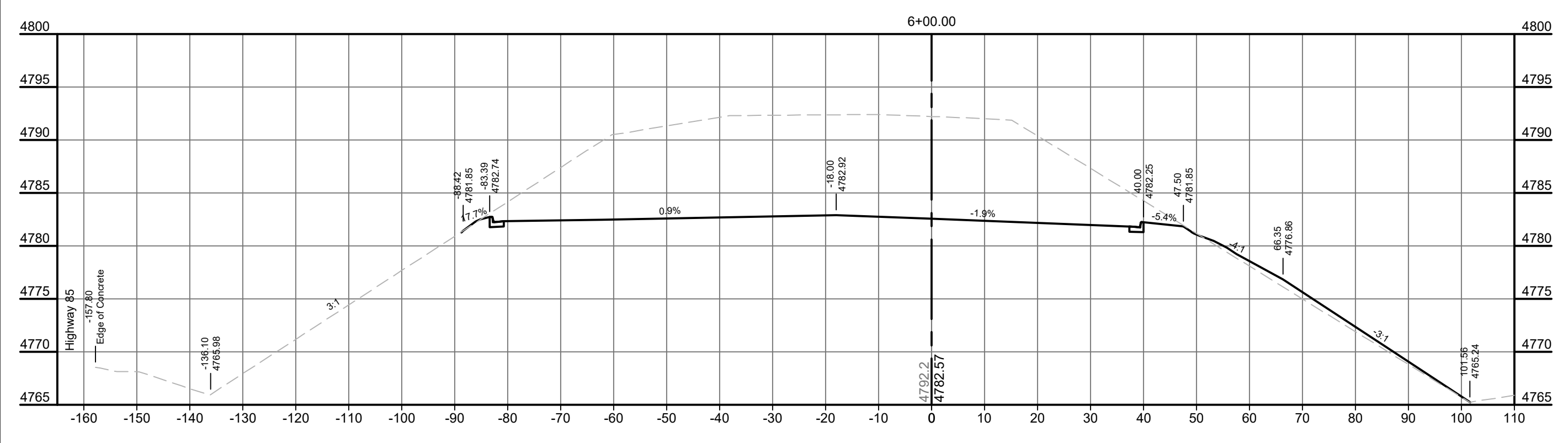
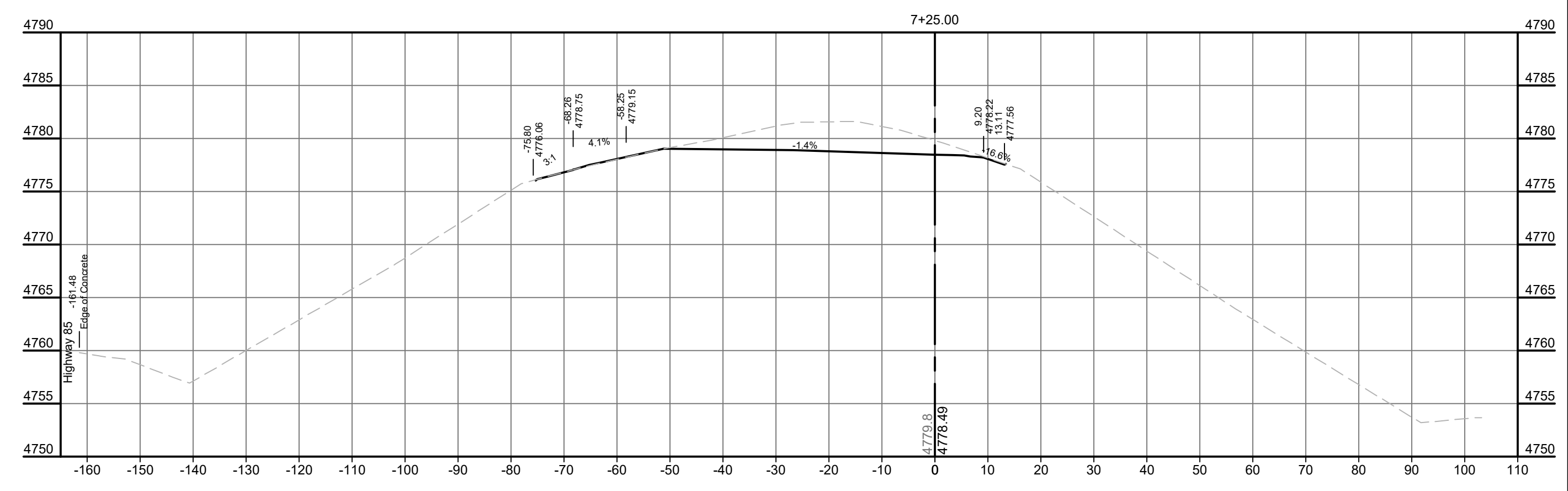
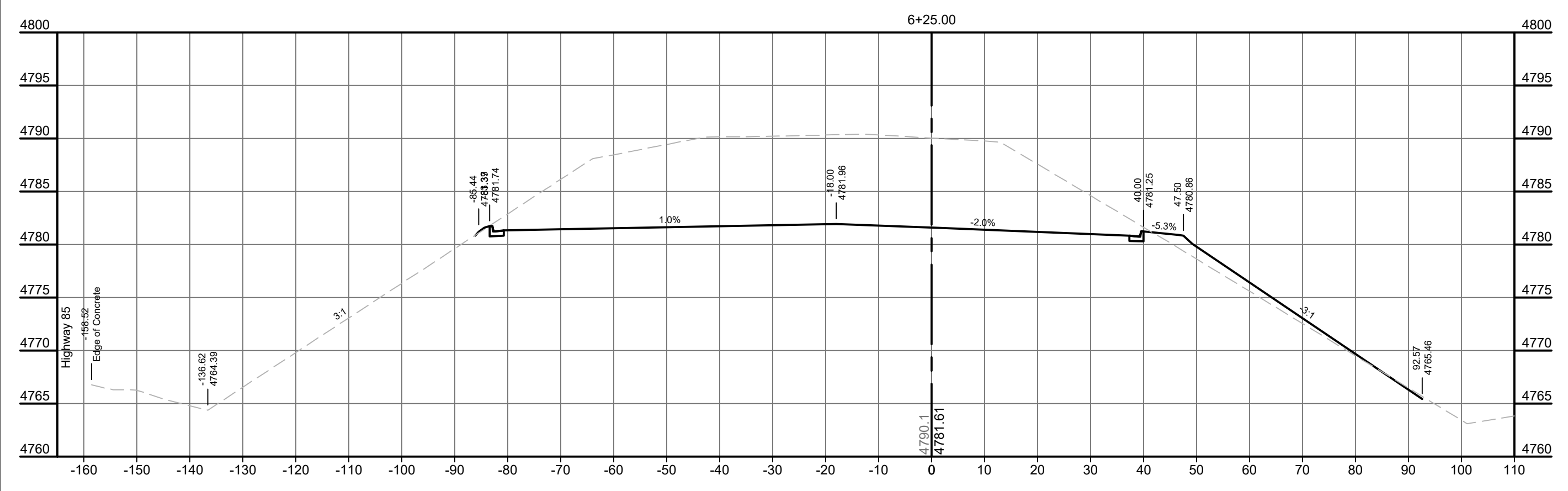
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File Number:  
231370.00  
Location:  
E 1/2 Section 14  
T5N, R3E, BHM  
Surveyed By: EK  
Date: December 2023  
Designed By: JLH  
Checked By: MDS, JLH

**City of Deadwood  
Deadwood Hill Trailhead Parking Lot  
Deadwood, South Dakota**

Revision / Date  
Sheet Name:  
**Cross Sections**  
Sheet Number:



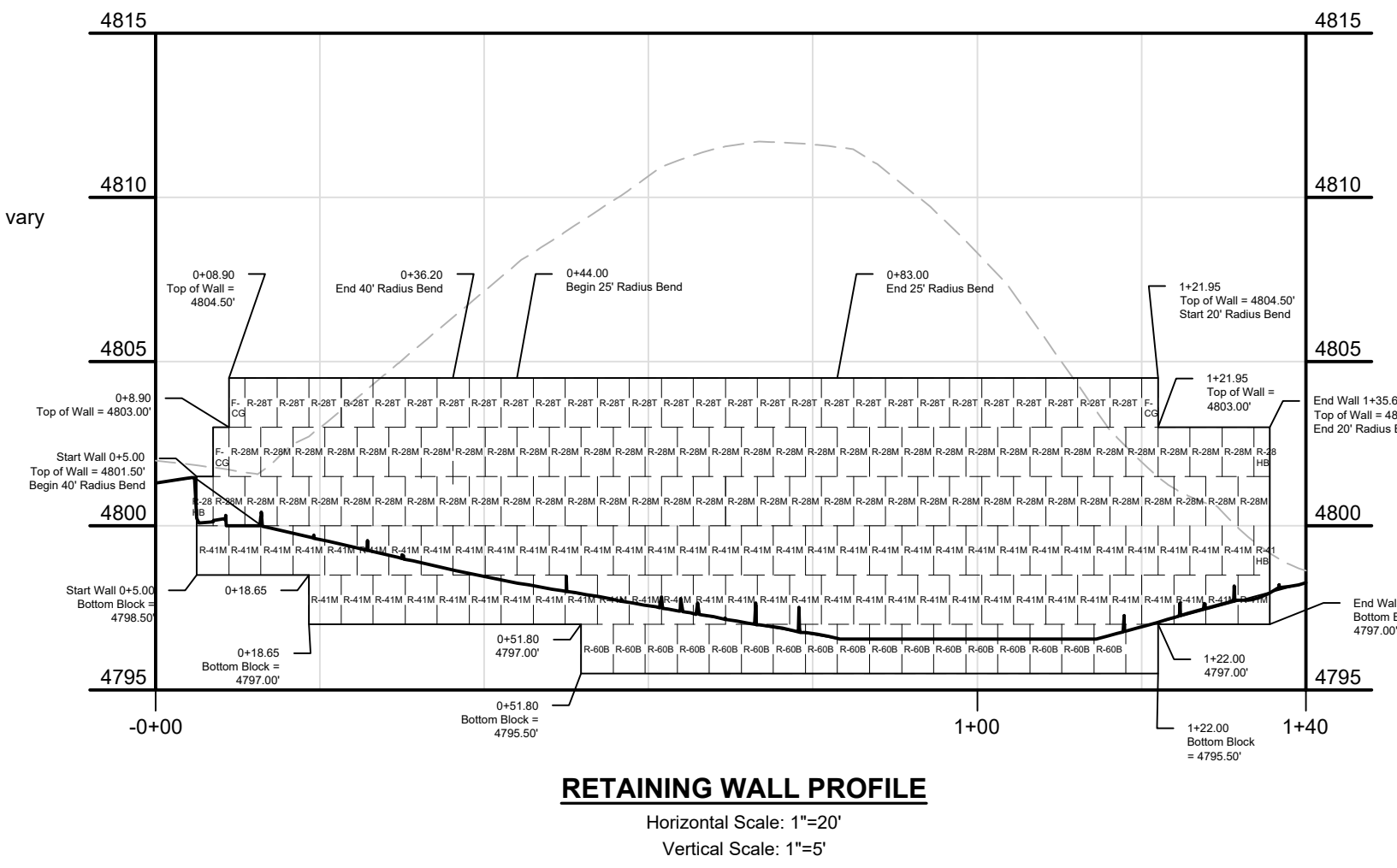
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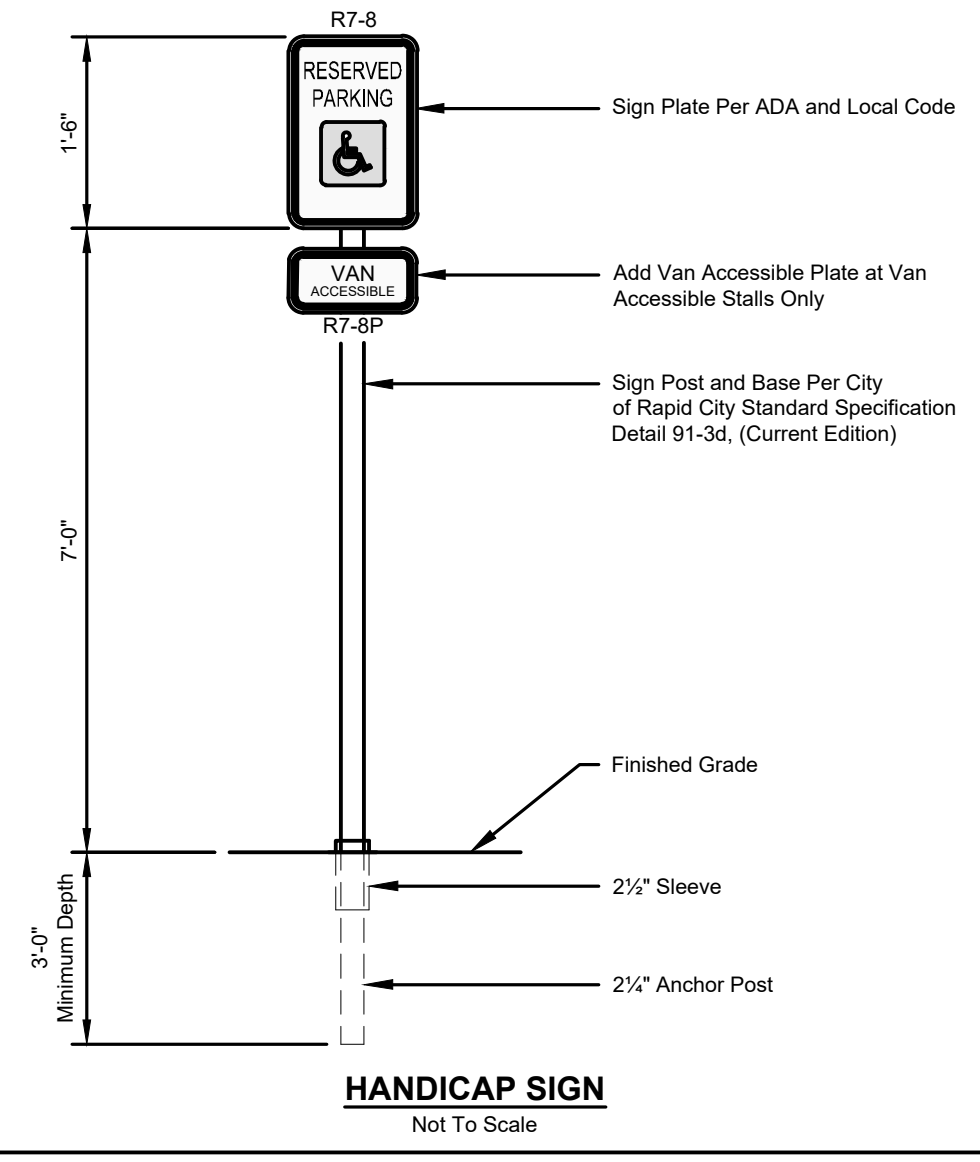
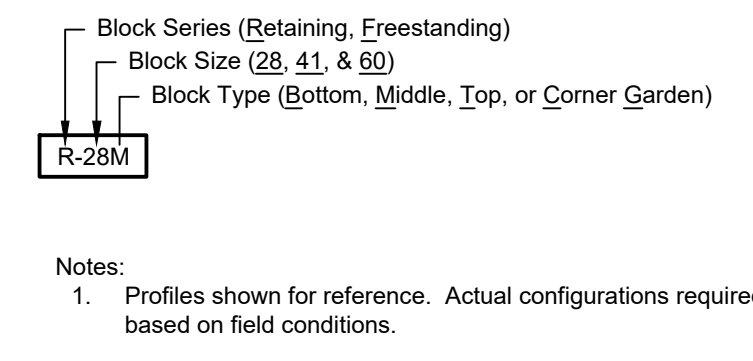
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231370.00  
 Location:  
E 1/2 Section 14  
T5N, R3E, B1M  
 Surveyed By: EK  
 Date: December 2023  
 Designed By: JMH  
 Drawn By: MDS  
 Checked By: JMH

City of Deadwood  
 Deadwood Hill Trailhead Parking Lot  
 Deadwood, South Dakota

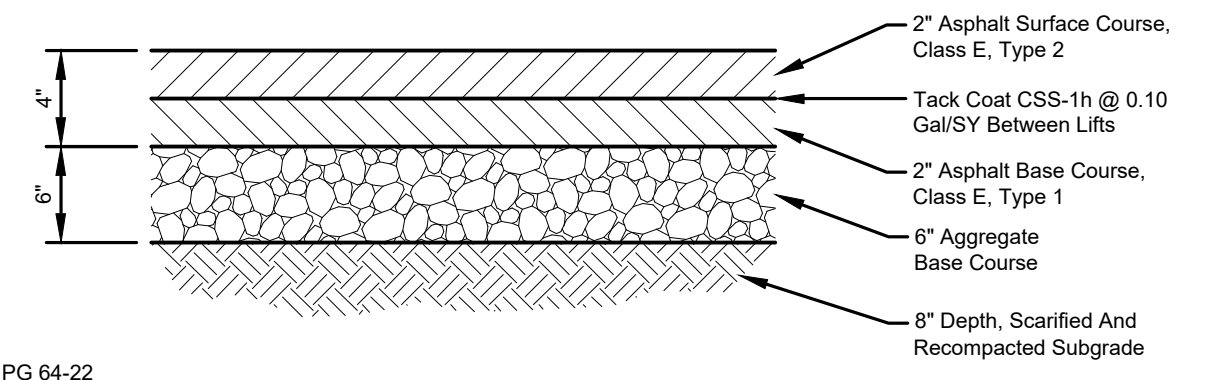
Revision / Date  
 Sheet Name:  
 Details  
 Sheet Number:



**RETAINING WALL PROFILE**  
 Horizontal Scale: 1"=20'  
 Vertical Scale: 1"=5'

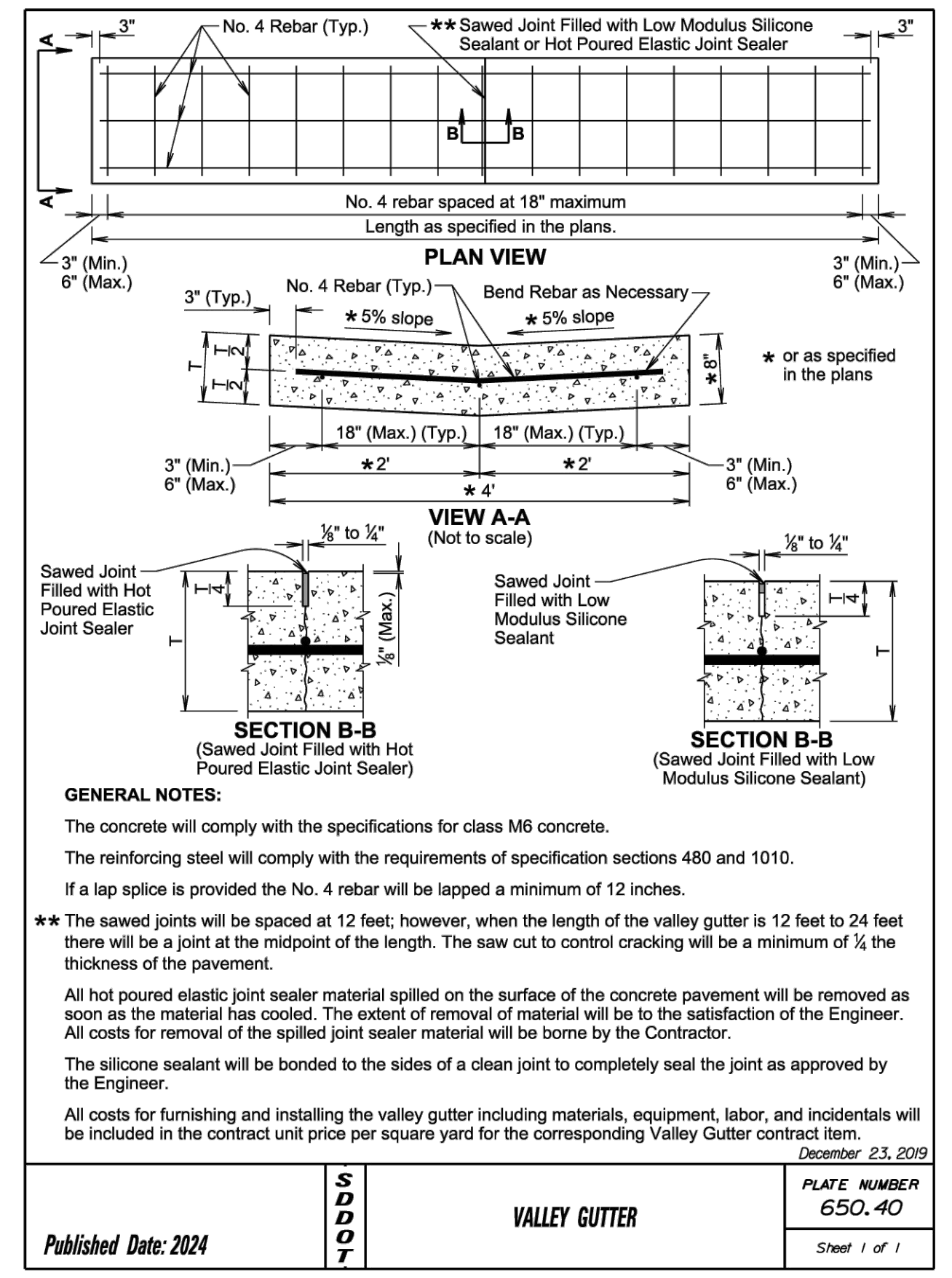


**HANDICAP SIGN**  
 Not To Scale



**4" ASPHALT PAVEMENT**  
 Not To Scale

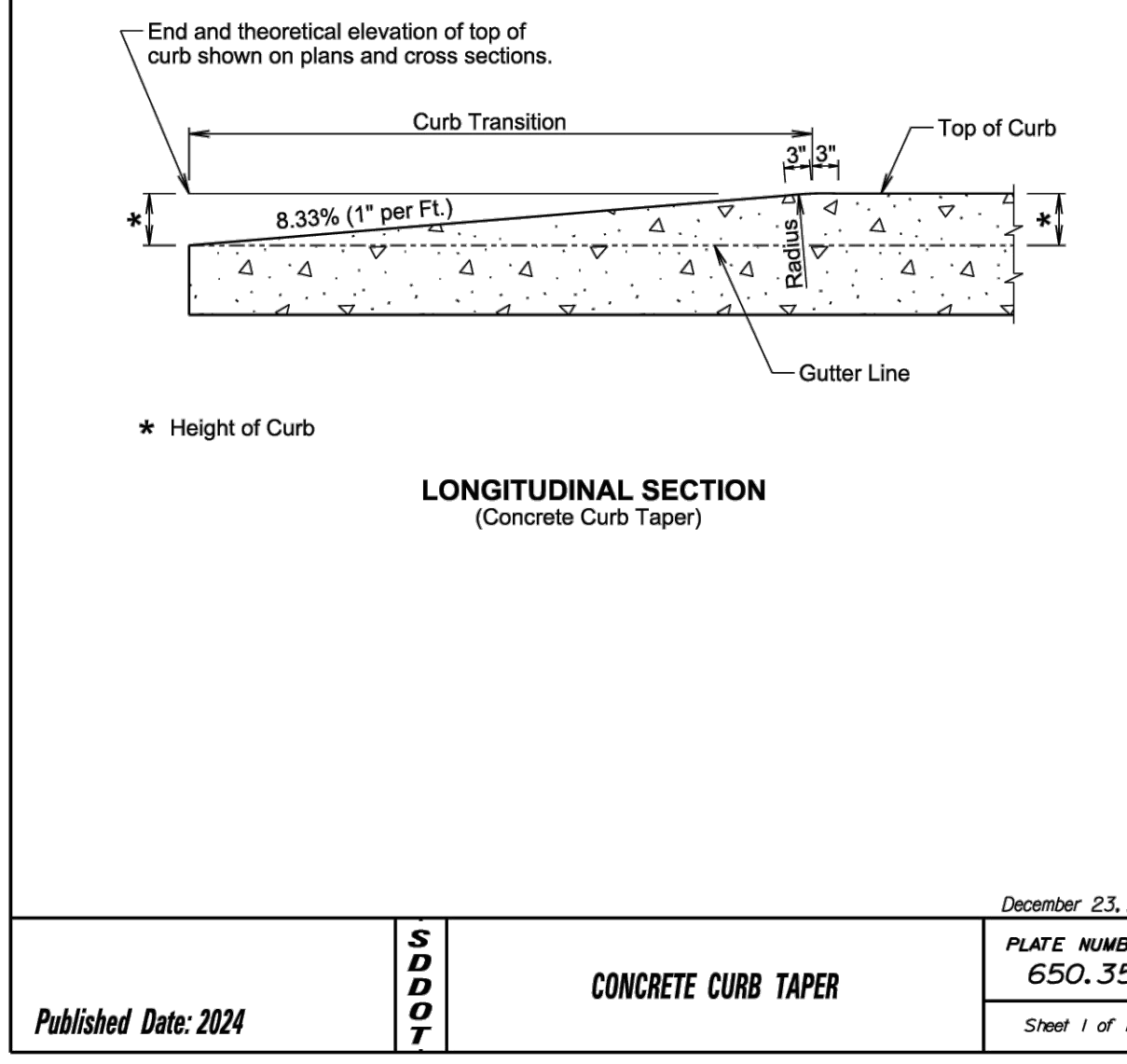
Asphalt Binder PG 64-22  
 15% Maximum RAP Allowed



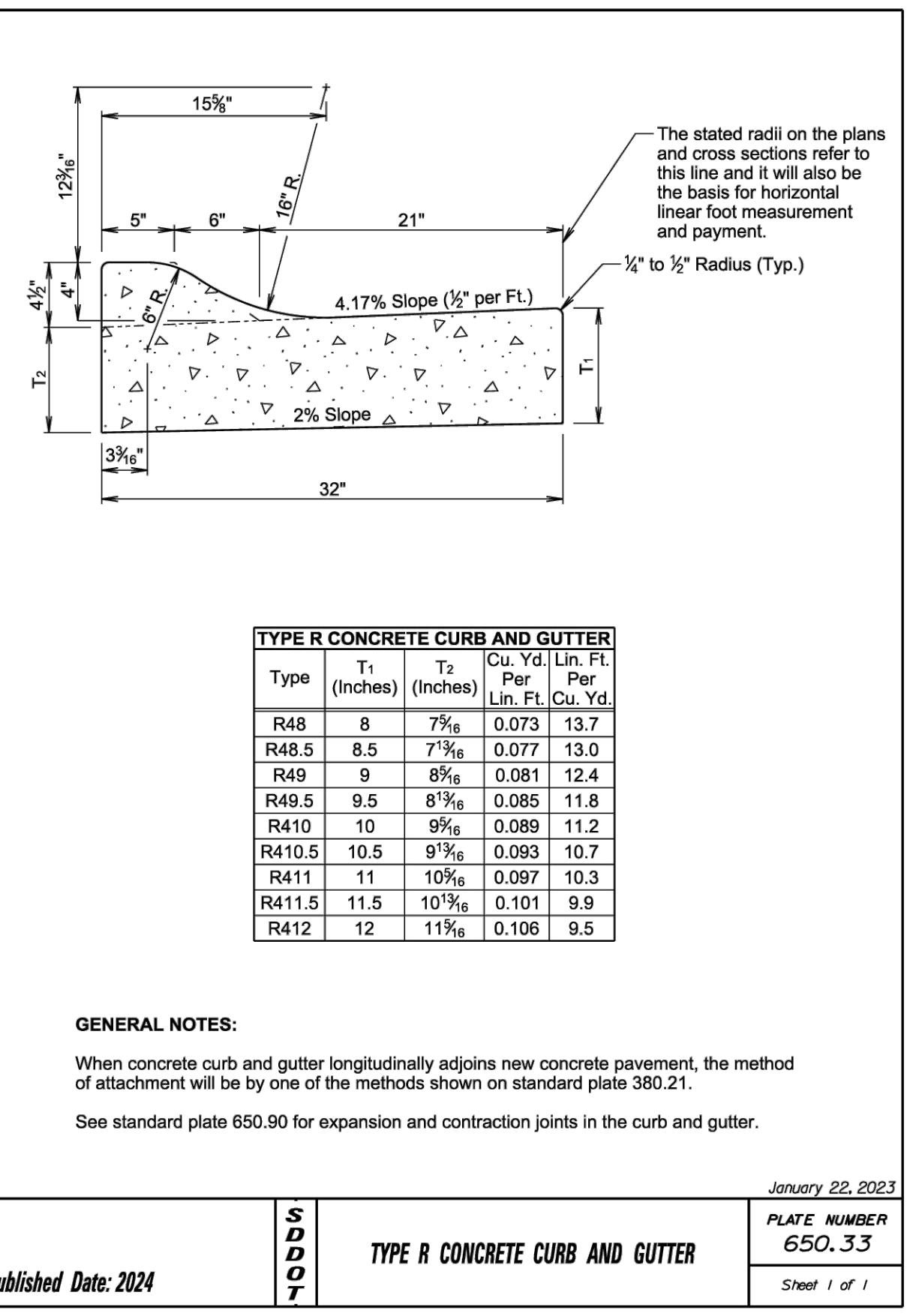
**GENERAL NOTES:**

The concrete will comply with the specifications for class M6 concrete.  
 The reinforcing steel will comply with the requirements of specification sections 480 and 1010.  
 If a lap splice is provided the No. 4 rebar will be lapped a minimum of 12 inches.  
 \*\* The sawed joints will be spaced at 12 feet; however, when the length of the valley gutter is 12 feet to 24 feet there will be a joint at the midpoint of the length. The saw cut to control cracking will be a minimum of 1/4 the thickness of the pavement.  
 All hot poured elastic joint sealer material spilled on the surface of the concrete pavement will be removed as soon as the material has cooled. The extent of removal of material will be to the satisfaction of the Engineer. All costs for removal of the spilled joint sealer material will be borne by the Contractor.  
 The silicone sealant will be bonded to the sides of a clean joint to completely seal the joint as approved by the Engineer.  
 All costs for furnishing and installing the valley gutter including materials, equipment, labor, and incidentals will be included in the contract unit price per square yard for the corresponding Valley Gutter contract item.

Type	T <sub>1</sub> (Inches)	T <sub>2</sub> (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5 1/8	0.057	17.7
B67	7	6 1/8	0.065	15.4
B68	8	7 1/8	0.073	13.7
B68.5	8.5	7 7/8	0.077	13.0
B69	9	8 1/8	0.081	12.3
B69.5	9.5	8 5/8	0.085	11.7
B610	10	9 1/8	0.090	11.2
B610.5	10.5	9 5/8	0.094	10.7
B611	11	10 1/8	0.098	10.2
B611.5	11.5	10 5/8	0.102	9.8
B612	12	11 1/8	0.106	9.4



**LONGITUDINAL SECTION**  
 (Concrete Curb Taper)

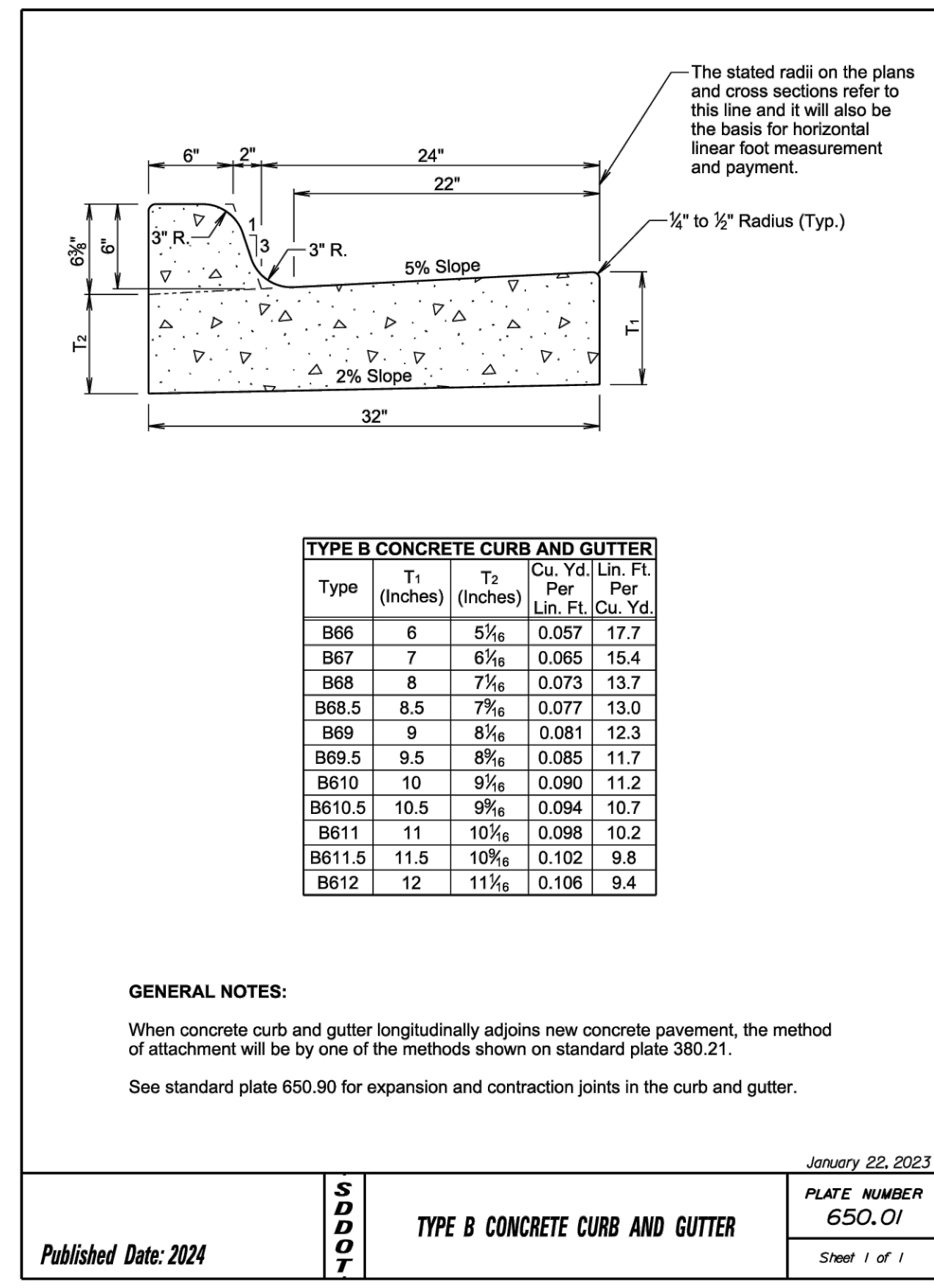


**TYPE R CONCRETE CURB AND GUTTER**

Type	T <sub>1</sub> (Inches)	T <sub>2</sub> (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
R48	8	7 7/8	0.073	13.7
R48.5	8.5	7 1/2	0.077	13.0
R49	9	8 1/8	0.081	12.4
R49.5	9.5	8 1/8	0.085	11.8
R410	10	9 1/8	0.089	11.2
R410.5	10.5	9 1/8	0.093	10.7
R411	11	10 1/8	0.097	10.3
R411.5	11.5	10 1/8	0.101	9.9
R412	12	11 1/8	0.106	9.5

**GENERAL NOTES:**

When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.  
 See standard plate 650.90 for expansion and contraction joints in the curb and gutter.

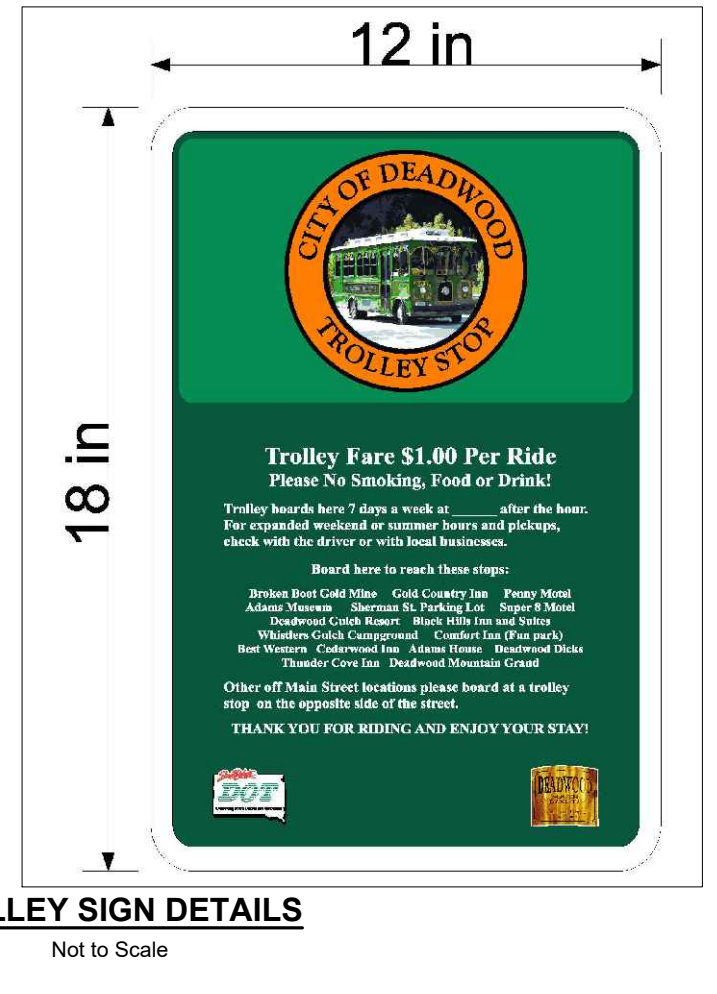


**TYPE B CONCRETE CURB AND GUTTER**

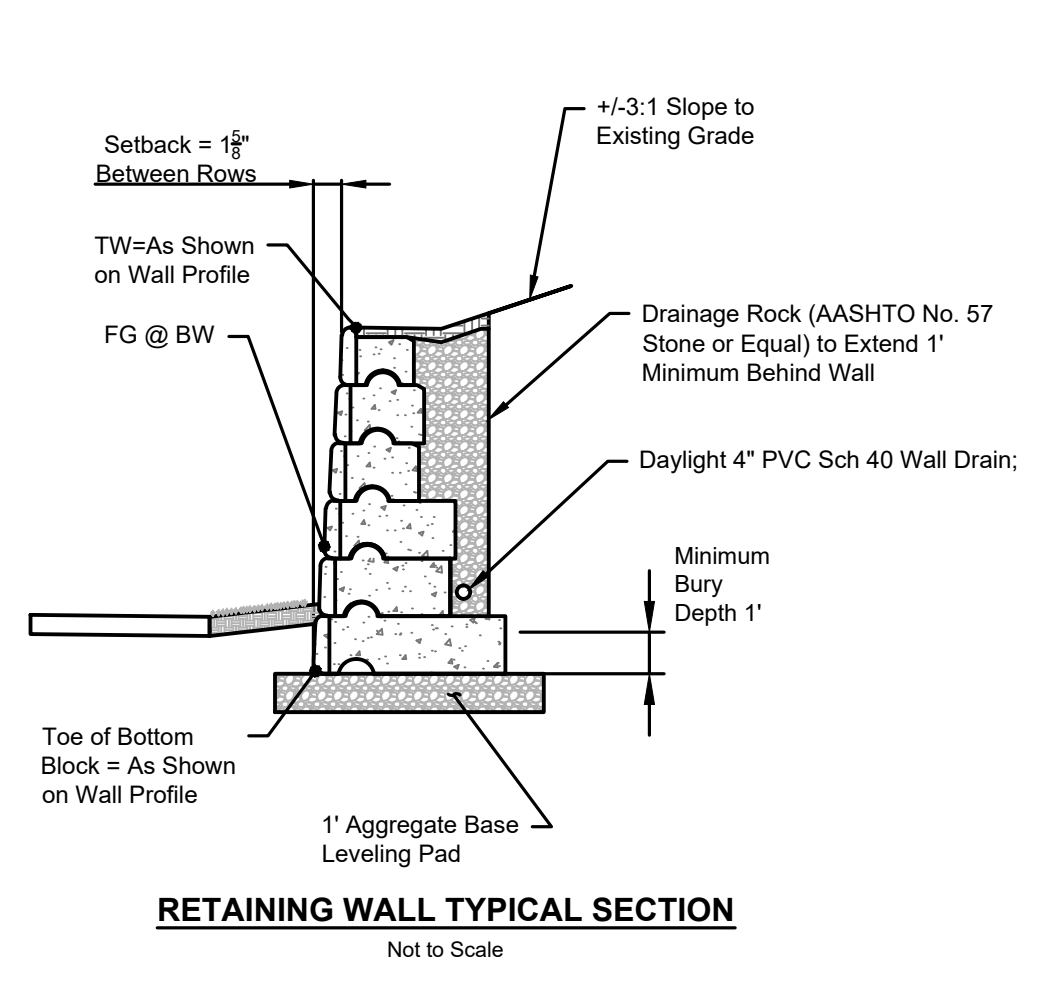
Type	T <sub>1</sub> (Inches)	T <sub>2</sub> (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5 1/8	0.057	17.7
B67	7	6 1/8	0.065	15.4
B68	8	7 1/8	0.073	13.7
B68.5	8.5	7 7/8	0.077	13.0
B69	9	8 1/8	0.081	12.3
B69.5	9.5	8 5/8	0.085	11.7
B610	10	9 1/8	0.090	11.2
B610.5	10.5	9 5/8	0.094	10.7
B611	11	10 1/8	0.098	10.2
B611.5	11.5	10 5/8	0.102	9.8
B612	12	11 1/8	0.106	9.4

**GENERAL NOTES:**

When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.  
 See standard plate 650.90 for expansion and contraction joints in the curb and gutter.



**TROLLEY SIGN DETAILS**  
 Not to Scale



**RETAINING WALL TYPICAL SECTION**  
 Not to Scale



Alternate Type Connector Sections may be used with approval of the Engineer.

DIMENSIONS (in.)									
Dia. (in.)	Ga.	A	B	H	L	W	Approx. Slope	Body	
12	16	6	6	6	21	24	2 1/2:1	1	Pc.
15	16	7	8	6	26	30	2 1/2:1	1	Pc.
18	16	8	10	6	31	36	2 1/2:1	1	Pc.
21	16	9	12	6	36	42	2 1/2:1	1	Pc.
24	16	10	13	6	41	48	2 1/2:1	1	Pc.
30	14	12	16	8	46	60	2 1/2:1	1	Pc.
36	14	14	19	9	51	72	2 1/2:1	2	Pc.
42	12	16	22	11	60	84	2 1/2:1	2	Pc.
48	12	18	27	12	69	90	2 1/2:1	2	Pc.
54	12	18	30	12	78	102	2 1/2:1	3	Pc.
60	12	18	33	12	84	114	1 1/2:1	3	Pc.
66	12	18	36	12	87	120	1 1/2:1	3	Pc.
72	12	18	39	12	87	126	1 1/2:1	3	Pc.
78	12	18	42	12	87	132	1 1/2:1	3	Pc.
84	12	18	45	12	87	138	1 1/2:1	3	Pc.

**STANDARD CONNECTIONS**

NOTE: Tubing is slipped over the sheet and rivets or lugs prior to forming operations. Connector of rivets is 0.78" of the apron.

**TUBING ATTACHMENT DETAILS SECTION A-A**

**TYPICAL CROSS-SECTION**

**SECTION A-A (alternate)**

**GENERAL NOTES:**  
 All 3 pc. bodies shall have 12 Ga. sides and 10 Ga. center panels. Width of center panels shall be greater than 20% of the pipe periphery. Multiple panel bodies to have lap seams tightly joined by 3/8" Dia. galvanized rivets or bolts.  
 For 60" through 84" sizes, reinforced edges shall be supplemented with galvanized stiffener angles. The angles will be 2" x 2" x 1/4" for 60" through 72" diameters and 2 1/2" x 2 1/2" x 1/4" for 78" and 84" diameters. The angles shall be attached by 3/8" diameter galvanized nuts and bolts.  
 Rivets and Bolts shall be 3/8" Dia. Min. for 10 Ga. and 12 Ga. sheet, and 1/2" Dia. Min. for 14 Ga. and 16 Ga. sheets. Tighten nuts with torque wrench to 25 lbs. torque.

March 31, 2000

**PLATE NUMBER 450.35**

Sheet 1 of 1

**Published Date: 2024**

**DETAIL OF SAFETY BARS**

**ELEVATION VIEW**

\*Number of bars required will vary depending on the length of the end section.

**ISOMETRIC VIEW**

**SECTION A-A**

**SECTION B-B**

**FRONT VIEW**

**TYPE #2 CONNECTOR DETAIL**  
(For 30" and Larger)

**TYPE #1 CONNECTOR DETAIL**  
(For 15" Through 24")

August 31, 2022

**PLATE NUMBER 450.38**

Sheet 1 of 2

**Published Date: 2024**

**4" BOLLARD**  
Not To Scale

Fill Post with Concrete

2" Wide, White Reflective Tape

4" Diameter Steel Pipe

Paint Post

Grade

Set Post in Concrete

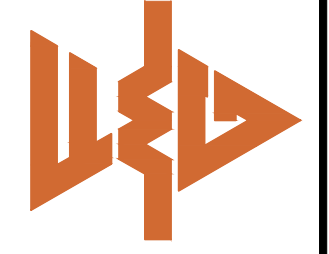
**FMG ENGINEERING**  
 3700 Sturgis Road  
 Rapid City, SD 57702  
 605.342.4105 • fmgengineering.com

REGISTERED PROFESSIONAL ENGINEER  
 REG. NO. 12600  
 JASON HINDS  
 SOUTH DAKOTA

File Number: 231370.00  
 Location: E 1/2 Section 14 T5N, R3E, B1M  
 Surveyed By: EK  
 Date: December 2023  
 Designed By: JLH  
 Drawn By: MDS  
 Checked By: JLH

**City of Deadwood**  
 Deadwood Hill Trailhead Parking Lot  
 Deadwood, South Dakota

Revision / Date
Sheet Name:
Details
Sheet Number:
<b>C11</b>



File Number:  
1000

Location:  
Sec 14 T9N R3E

Surveyed By: xxx  
Date: xxx

Drawn By: TGLA  
Checked By: TAO

City of Deadwood  
Hwy 85 Parking Concept

Revision / Date

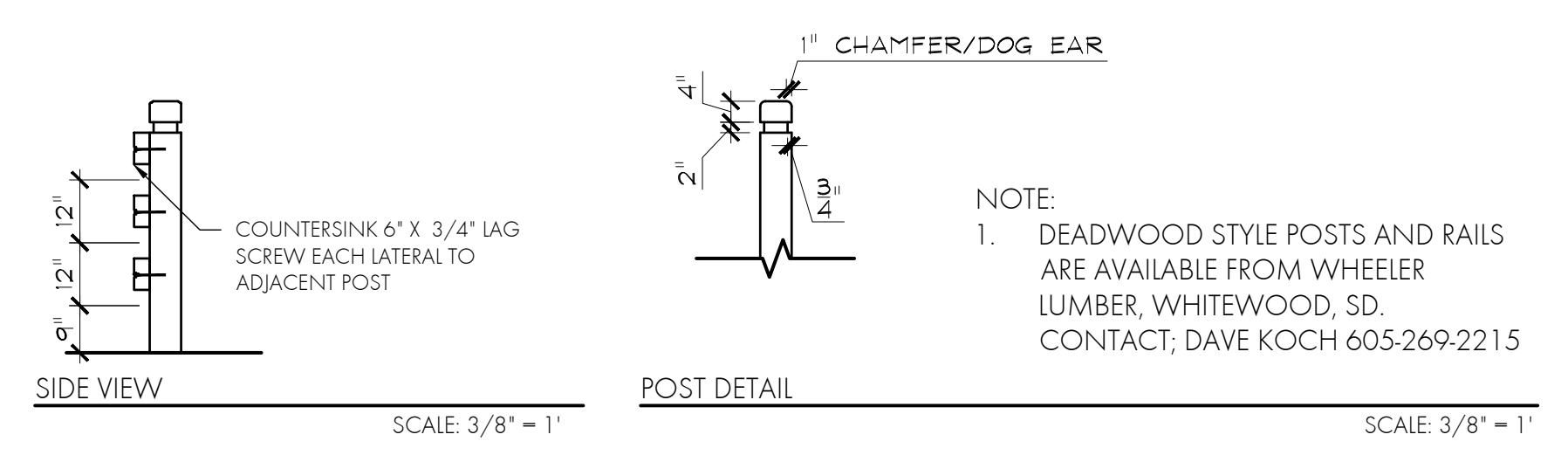
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LAYOUT PLAN

Figure Number:  
**L1**

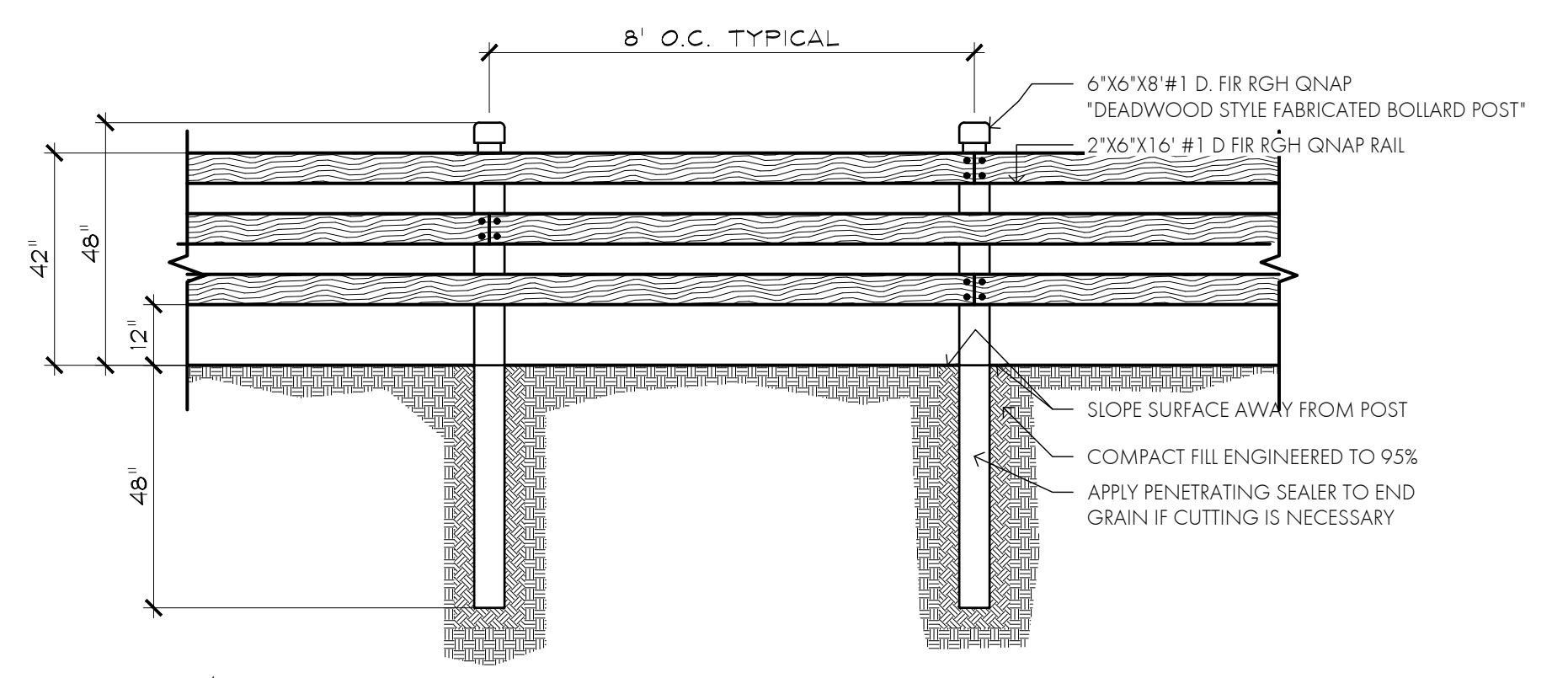
January 2023

**GENERAL NOTES**

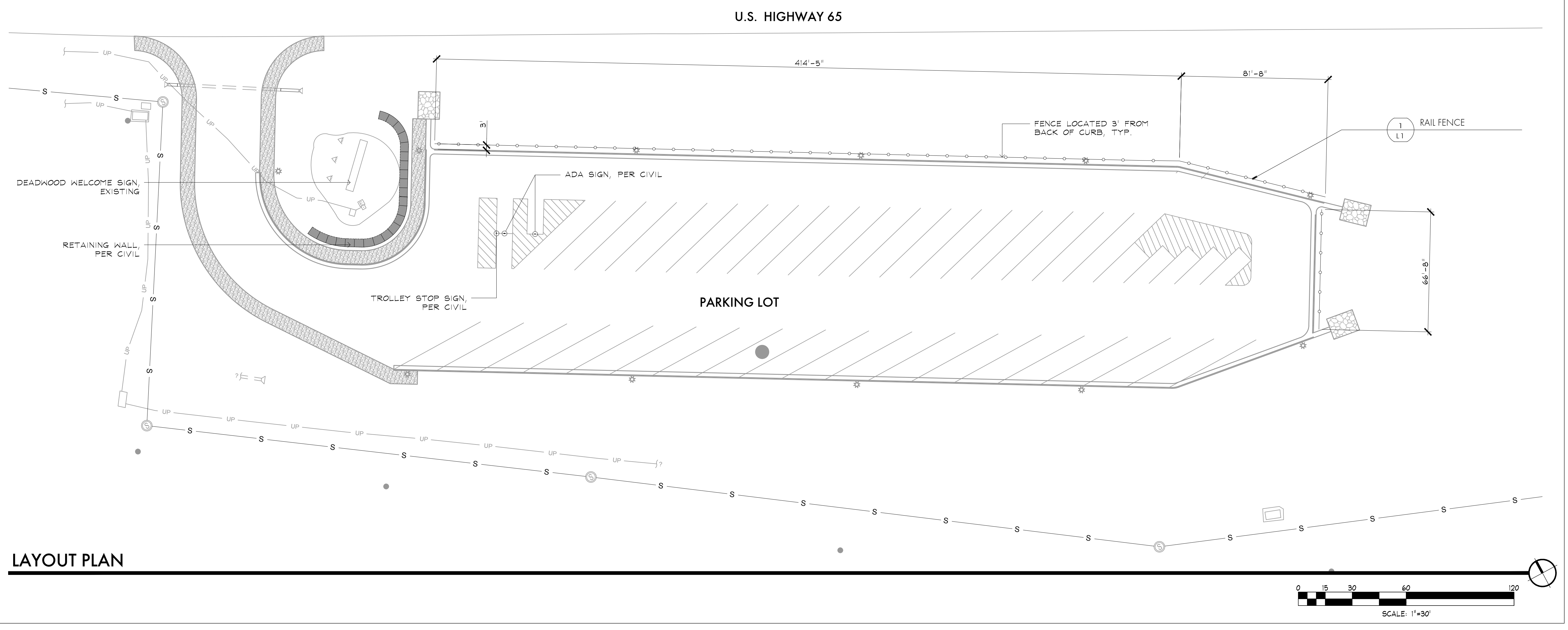
- PREPARATION**
- PROTECT AND MAINTAIN BENCHMARKS AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
  - LOCATE AND CLEARLY FLAG TREES AND VEGETATION TO REMAIN.
  - PROTECT EXISTING SITE IMPROVEMENTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
  - RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER.
- TEMPORARY EROSION AND SEDIMENTATION CONTROL**
- PROVIDE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS, ACCORDING TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION AND SEDIMENT AND EROSION CONTROL DRAWINGS.
  - INSPECT, REPAIR, AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
  - REMOVE EROSION AND SEDIMENTATION CONTROLS AND RESTORE AND STABILIZE AREAS DISTURBED DURING REMOVAL.
- UTILITIES**
- LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF UTILITIES INDICATED TO BE REMOVED.
  - ARRANGE WITH UTILITY COMPANIES TO SHUT OFF INDICATED UTILITIES.
  - EXISTING UTILITIES: DO NOT INTERRUPT UTILITIES SERVING FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED UNDER THE FOLLOWING CONDITIONS AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY UTILITY SERVICES ACCORDING TO REQUIREMENTS INDICATED:
  - NOTIFY ARCHITECT NOT LESS THAN TWO DAYS IN ADVANCE OF PROPOSED UTILITY INTERRUPTIONS.
- SITE IMPROVEMENTS**
- REMOVE EXISTING ABOVE- AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION.
- DISPOSAL**
- DISPOSAL: REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
  - SEPARATE RECYCLABLE MATERIALS PRODUCED DURING SITE CLEARING FROM OTHER NON-RECYCLABLE MATERIALS. STORE OR STOCKPILE WITHOUT INTERMIXING WITH OTHER MATERIALS AND TRANSPORT THEM TO RECYCLING FACILITIES.

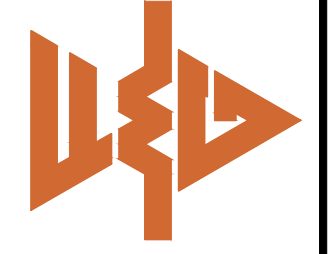


NOTE:  
1. DEADWOOD STYLE POSTS AND RAILS ARE AVAILABLE FROM WHEELER LUMBER, WHITEWOOD, SD. CONTACT; DAVE KOCH 605-269-2215



**1 RAIL FENCE**





File Number:  
1000

Location:  
Sec 14 T8N R3E

Surveyed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Drawn By: TGLA  
Checked By: TAO

City of Deadwood  
Hwy 85 Parking Concept  
January 2023

Revision / Date  
Sheet Name:  
PLANTING & SEEDING PLAN  
Figure Number:  
**L2**

**SEEDING NOTES**

- GENERAL NOTES:**
- SOIL IN ALL AREAS TO BE HYDRO-SEEDED SHALL BE CLEARED OF WEEDS, LITTER, DEBRIS, ETC. AMENDED AND FINE GRADED AS DESCRIBED ON PLAN PRIOR TO COMMENCING HYDROSEEDING OPERATIONS.
  - CAREFULLY MAINTAIN AN EVEN FINISHED GRADE TO INSURE PROPER SURFACE DRAINAGE, WITH RIDGES AND DEPRESSIONS REMOVED. ALL AREAS SHALL BE FREE DRAINING.
  - ALL AREAS WHICH ARE COMPLETE (I.E. FINISHED SLOPES) WILL BE HYDROSEEDED PER SPECIFICATIONS
  - SCHEDULE:**
  - THE FINAL HYDROSEEDING OPERATION TO BE PERFORMED BETWEEN OCTOBER 1 AND NOVEMBER 1. ADDITIONAL SEEDING MAY BE REQUIRED TO COMPLY WITH THE SWPPP. DEPENDENT UPON THE CONSTRUCTION SCHEDULE AND COMPLETED OPERATIONS.
  - QUANTITIES AND AREA:**
  - LIMITS OF WORK SHOWN ARE APPROXIMATE. THE INTENT IS TO HYDROSEED ALL ROAD CUTS/FILLS AND ANY DISTURBED AREAS DUE TO UTILITY OR GENERAL CONSTRUCTION. ALL DISTURBED AREAS STEEPER THAN 5:1 SHALL BE COVERED WITH A PROTECTIVE MATTING AFTER HYDROSEEDING.
  - GENERAL HYDROSEEDING: PER SPECIFICATIONS**
  - SLURRY INGREDIENTS: MULCH SHALL BE "AGRI-FIBRE" RECYCLED PAPER MULCH, @ 2,000 LBS/ACRE, INCREASE TO 2,500 LBS/ACRE FOR SLOPE STABILIZATION AREAS. STABILIZING AGENT SHALL BE "SENTINEL" BINDING AGENT TO BE USED ONLY ON SLOPES GREATER THAN 25%. USE 100 LBS/ACRE.
  - FERTILIZER: 6-20-20 GUARANTEED ANALYSIS (PLUS MICRONUTRIENTS) @ 500 LBS/AC, AND 40 LBS/AC. AMONIUM SULFATE (ALL AREAS). FERTILIZERS MUST BE SUPPLIED IN A FORM WHICH WILL READILY DISPERSE INTO THE SLURRY.
  - WATER: MUST BE OF ACCEPTABLE AGRICULTURAL QUALITY, FREE OF TOXIC INGREDIENTS OR OTHER FACTORS THAT INHIBIT PLANT GROWTH OR GERMINATION. USE 1,500 TO 3,000 GALLONS PER ACRE, AS NEEDED.
  - OTHER: ADD "TURBO-START" BIOLOGICAL FERTILIZER ADDITIVE, 1 GALLON/ACRE TO ALL SLURRY MIXES.
  - SEED MIX: PER LEGEND. SEED MUST BE IN ORIGINAL, UNOPENED CONTAINERS, DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM UNOPENED CONTAINERS, DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM NOXIOUS WEED SEEDS, A MINIMUM OF 85% PURE LIVE SEED, AND A MINIMUM GERMINATION RATE OF 85%.
  - APPLICATION: THE OPERATOR SHALL SPRAY THE AREAS IN A SWEEPING MOTION, ALLOWING THE FIBRES TO BUILD ON EACH OTHER, AND CREATING A UNIFORM, VISIBLE COAT, USING THE COLOR OF THE MULCH AS A GUIDE, UNTIL ALL OF THE MATERIAL HAS BEEN APPLIED AND THE SPECIFIED RATES HAVE BEEN ACHIEVED.

**SEEDING LEGEND**

SYMBOL	DESCRIPTION	QUANTITIES*
	PREMIUM FARMLAWN, WARNE CHEMICAL OR EQ MFRS RECOMMENDED APPLICATION RATE	±57,472 SF

\* COORDINATE LIMITS WITH OWNER AND SEED TO LIMITS OF DISTURBANCE

**PROJECT PLANT SCHEDULE**

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
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	PP	PINUS PONDEROSA	PONDEROSA PINE	4" CAL.	13
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**PLANTING NOTES**

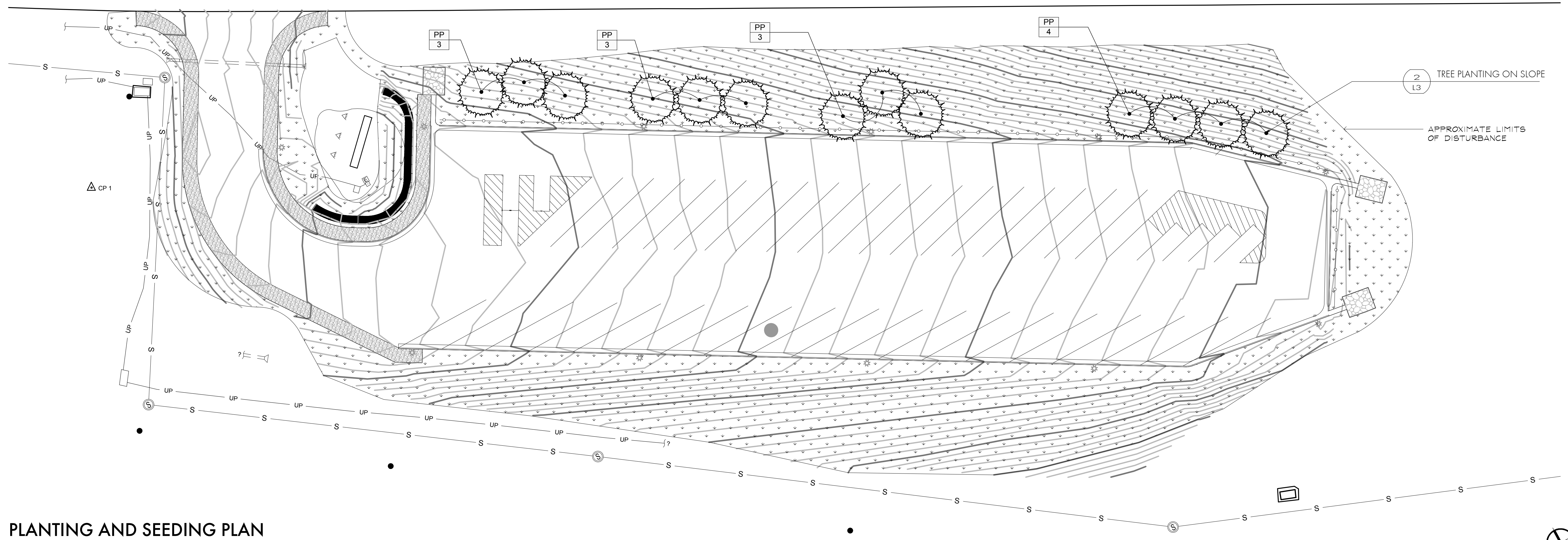
- GENERAL PLANTING REQUIREMENTS**
- SEE DETAIL SHEET FOR LANDSCAPE AND PLANTING DETAILS & SEE PROJECT MANUAL FOR LANDSCAPE SPECIFICATIONS.
  - THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. SOURCE OF BASE SHEETS IS PROJECT ARCHITECTS AND ENGINEER. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION OR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) AT (800)227-2800 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION FOR MARKOUTS OF EXISTING UNDERGROUND FACILITIES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO ANY UTILITIES CAUSED BY HIS/HER PROJECT OPERATIONS. NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE SUPERVISING LANDSCAPE ARCHITECT, ENGINEER OR ARCHITECT.
  - THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL PRIVATE DRIVEWAYS, PARKING AREAS AND AREAS THAT REQUIRE PUBLIC ACCESS DURING CONSTRUCTION.
  - REFER TO CIVIL ENGINEER'S UTILITY AND GRADING AND DRAINAGE PLANS FOR UTILITY LOCATION AND DRAINAGE INFORMATION. REFER TO CIVIL ENGINEER'S GRADING PLANS FOR GRADING INFORMATION. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS OR IF THERE ARE DISCREPANCIES BETWEEN THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTION AS TO HOW TO PROCEED.
  - VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE ARCHITECT FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
  - CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

- SCHEDULING**
- CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS TO BE CONTRACT GROWN OR OTHERWISE OBTAINED FROM A CERTIFIED NURSERY.

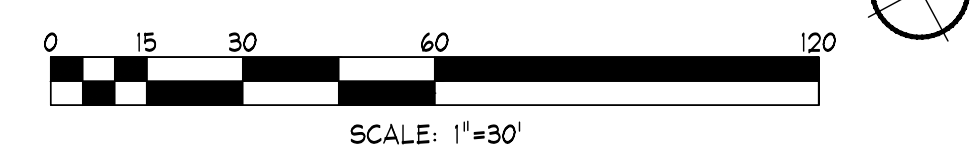
- IF SPECIFIED MATERIAL IS NOT OBTAINABLE, SUBMIT TO LANDSCAPE ARCHITECT PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. SUBMIT PHOTOGRAPHS OF ALTERNATIVE CHOICES OF PLANT MATERIAL FOR SELECTION BY LANDSCAPE ARCHITECT. INCLUDED WITH THESE PHOTOGRAPHS SHOULD BE CLEAR, WRITTEN DESCRIPTION OF THE TYPE, SIZE, CONDITION, AND GENERAL CHARACTER OF THE PLANT MATERIAL.
  - SOIL CONDITIONING
  - TOP SOIL FROM THE SITE IS ACCEPTABLE FOR REUSE AS TOPSOIL.
- PLANTING**
- QUANTITIES SHOWN IN THE PLANT LIST ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR & FOR OWNER INFORMATION. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE QUANTITY OF PLANTS SHOWN GRAPHICALLY ON THE PLANS. IN THE CASE OF A DISCREPANCY THE PLANS SHALL OVERRULE THE LEGEND, EXCEPT PLANTS SPECIFICALLY NOTED AS "NOT SHOWN ON PLAN." VERIFY PLANT COUNTS AND SQUARE FOOTAGES.
  - EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD.
  - TREES SHALL BE PLANTED A MINIMUM OF 4 FEET FROM FACE OF PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT.
  - PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
  - PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
  - ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS TREES AND SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
  - REMOVE ENTIRE WIRE CAGE FROM ROOTBALL. CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL.
  - LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.
  - PROVIDE MULCH RING PER DETAIL 1/L3

- WATERING**
- CONTRACTOR TO PROVIDE ONE TREEGATOR JUNIOR PRO 15 GAL. SLOW RELEASE WATERING BAG PER TREE.

**U.S. HIGHWAY 65**



**PLANTING AND SEEDING PLAN**



File Number:  
1000

Location:  
Sec 14 T5N R3E

Surveyed By: xxx  
Date: xxx

Drawn By: TGLA  
Checked By: TAO

January 2023

**City of Deadwood  
Hwy 85 Parking Concept**

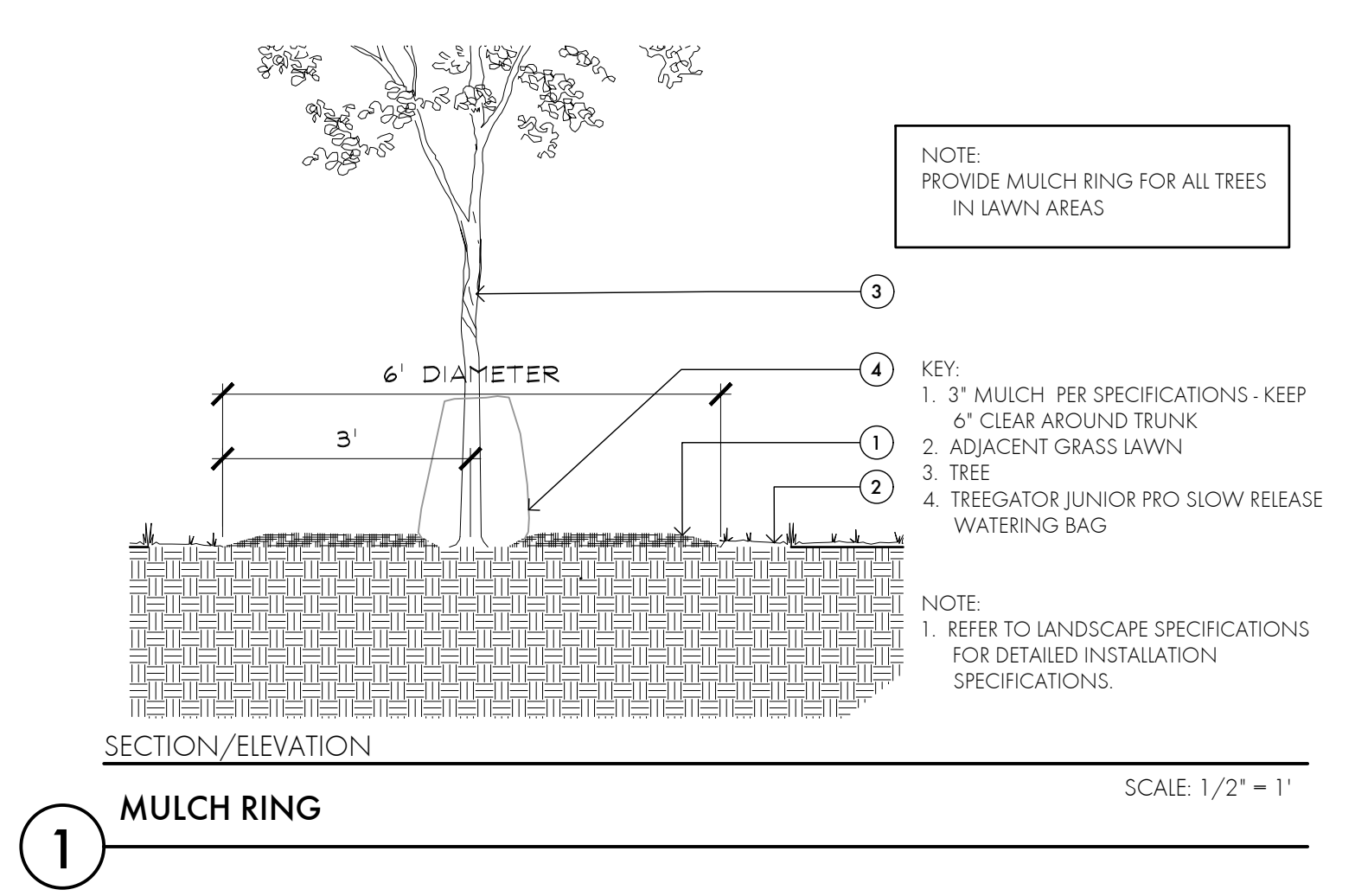
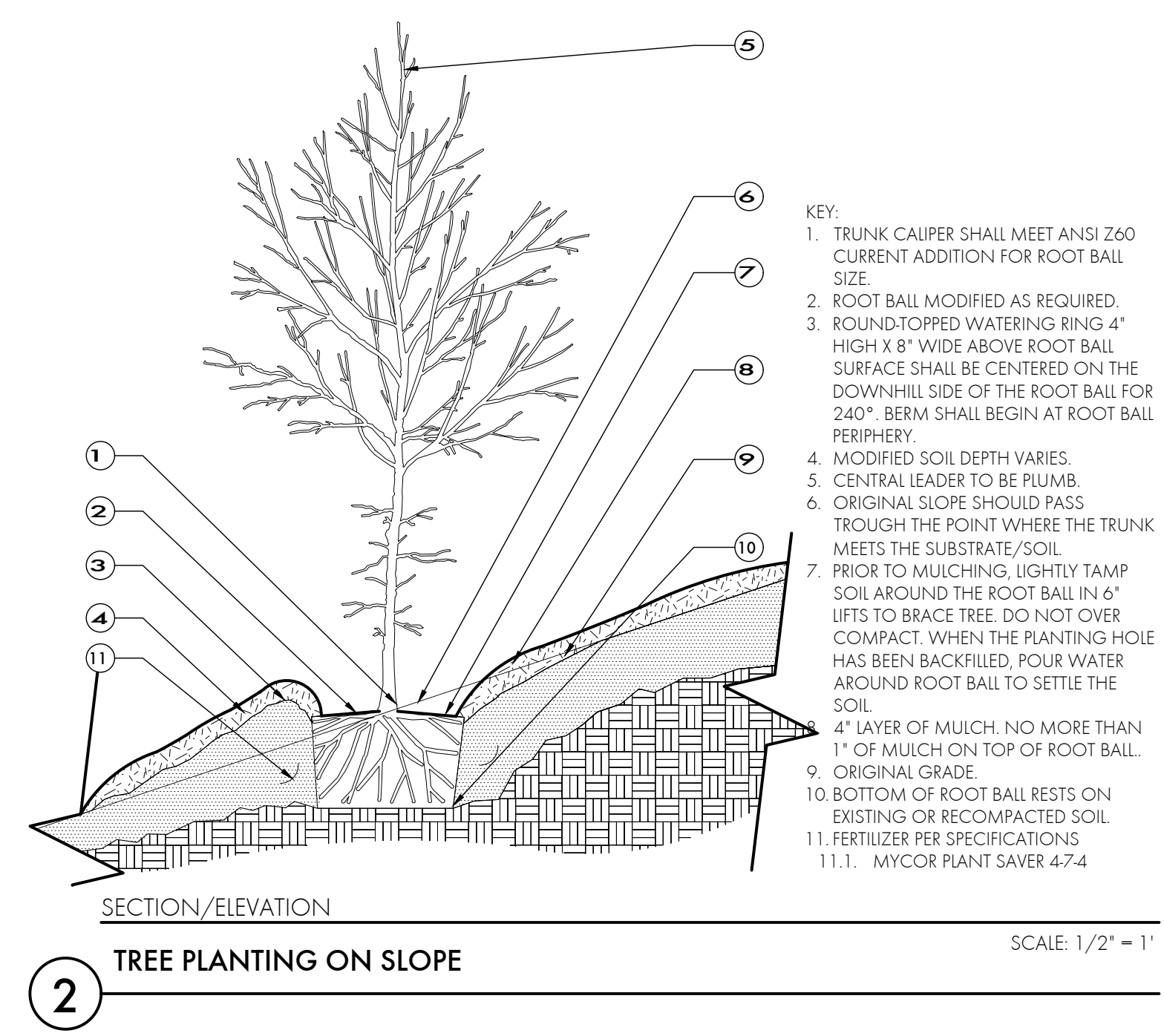

Revision / Date

Sheet Name:

PLANTING-DETAILS

Figure Number:

**L3**



**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE  
FOR FORKS CORKS KEGS 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 March 17, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**OPEN CONTAINER REQUEST ZONE 1 AND 2:**

Friday, April 11: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, April 12: Relaxation of Open Container Ordinance in Zone 1 and 2 from 11:00 a.m. to 10:00 p.m.

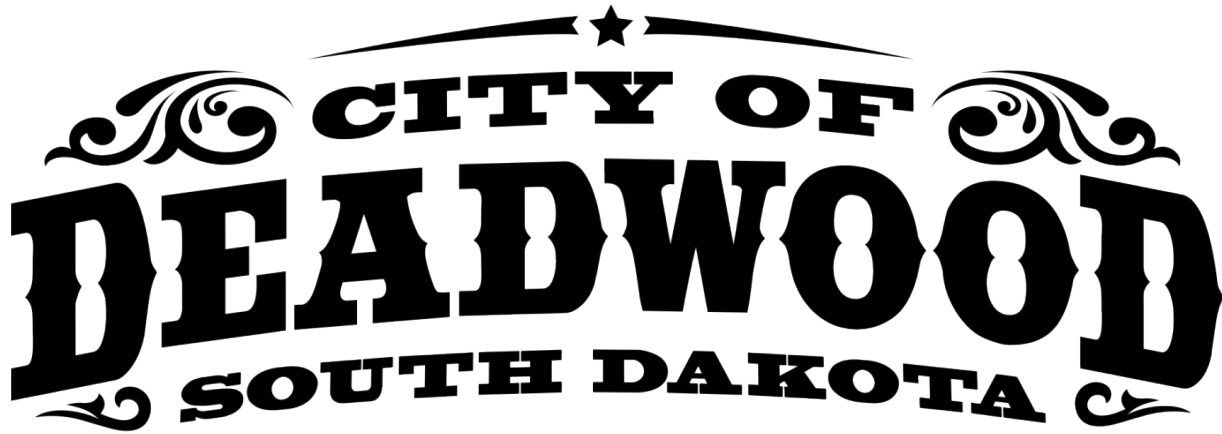
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: March 12, 2025

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



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

**Forks Corks and Kegs April 11-12 2025**

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**Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	X Other			

Event Title: Forks, **Corks, and Kegs**\_\_\_\_\_

Event Date(s): April 11-12 Total Anticipated Attendance: 1500  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: **11am** \_\_\_\_\_ AM / PM (to): **10pm** \_\_\_\_\_ AM / PM

Location / Staging Area: **Zone 1-2**\_\_\_\_\_

Set up/assembly/construction **4/11** \_\_\_\_\_ Start time: **5pm** \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): **Open Container** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ AM / PM

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

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

### OPEN CONTAINER

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

Date: 4/11\_\_\_\_\_ Times: 5-10pm\_\_\_\_\_ Zone: 1-2\_\_\_\_\_

Date: 4/12\_\_\_\_\_ Times: 11am-10pm\_\_\_\_\_ Zone: 1-2\_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce \_\_\_\_\_

Chief Officer of Organization (NAME): Dory Hanson \_\_\_\_\_

Applicant (NAME): **Jesse Allen** \_\_\_\_\_ Business Phone: **(605) 578-1876** \_\_\_\_\_

Address: **501 Main St. Deadwood, SD 57732** \_\_\_\_\_

(city) (state) (zip code)

Daytime phone **(605) 578-1876** \_\_\_\_\_ Evening Phone: **(605) 591-9171** \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

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

Name: **Deadwood Chamber of Commerce** \_\_\_\_\_

Address: **501 Main St. Deadwood, SD 57732** \_\_\_\_\_

(city) (state) (zip code)

Contact person "**on site**" day of event or facility use Jesse Allen \_\_\_\_\_ Pager/Cell #: 605-591-9171 \_\_\_\_\_

**(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): **Event Ticket** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**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:

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**Forks Corks and Kegs**

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**Food, Wine, and Beer Festival**

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**April 11 & 12 2025**

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**Open Container Request**

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**Friday 4-11-25 5-10pm Zones 1-2**

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**Saturday 4-12-25 11am-10pm Zones 1-2**

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**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....	\$200.00
20' by 30' Set up and take down .....	\$400.00
20' by 40' Set up and take down .....	\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      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**: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

NO YES

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

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

Security Organization Address: \_\_\_\_\_  
(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

NO YES

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

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

Number \_\_\_\_\_ Ambulance(s) – How provided? \_\_\_\_\_

Number \_\_\_\_\_ Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: JA \_\_\_\_\_

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

Acknowledge acceptance with initial: JA \_\_\_\_\_

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Chamber Newsletter and Social Media \_\_\_\_\_  
 \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES  
  Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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

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

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

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

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

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES  
  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

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: A m a n d a K i l l e \_\_\_\_\_ PHONE: 605-578-1876 \_\_\_\_\_

Adopted October 7, 2024

**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: GL350GL003-2 \_\_\_\_\_ Policy Type: GL \_\_\_\_\_  
Address :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): Jesse Allen \_\_\_\_\_ Title: Event Coordinator \_\_\_\_\_  
\_\_\_\_\_  
Date: 2/3/25 \_\_\_\_\_  
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE  
FOR HOPS AND HOGS 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 March 17, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**OPEN CONTAINER REQUEST:**

Friday, May 16: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, May 17: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

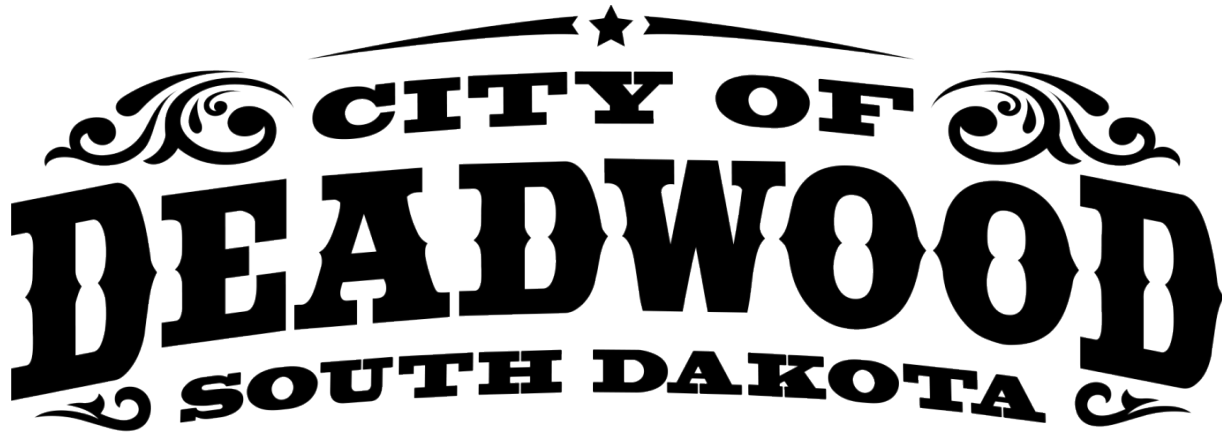
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: March 12, 2025

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



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

**Hops and Hogs May 16-17 2025**

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**Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	X Other			

Event Title: **Hops and Hogs**\_\_\_\_\_

Event Date(s): **May 16-17 2025**\_\_\_\_\_ Total Anticipated Attendance: 600\_\_\_\_\_

(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: **10am**\_\_\_\_\_ AM / PM (to): **10pm**\_\_\_\_\_ AM / PM

Location / Staging Area: **Zone 1-2**\_\_\_\_\_

Set up/assembly/construction **5/16-17**\_\_\_\_\_ Start time: **10am**\_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): **Open Container**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dismantle Date: **5/17**\_\_\_\_\_ Completion time: **10pm**\_\_\_\_\_ AM / PM

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

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

### OPEN CONTAINER

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

Date: 5/16\_\_\_\_\_ Times: 5-10pm\_\_\_\_\_ Zone: 1-2\_\_\_\_\_

Date: 5/17\_\_\_\_\_ Times: noon-10pm\_\_\_\_\_ Zone: 1-2\_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted October 7, 2024



**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: **Deadwood Chamber of Commerce** \_\_\_\_\_

Chief Officer of Organization (NAME): **Dory Hanson** \_\_\_\_\_

Applicant (NAME): **Jesse Allen** \_\_\_\_\_ Business Phone: **(605)578-1876** \_\_\_\_\_

Address: **501 Main St. Deadwood, SD 57732** \_\_\_\_\_  
(city) (state) (zip code)

Daytime phone **(605) 578-1876** \_\_\_\_\_ Evening Phone: **(605) 591-9171** \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

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

Name: **Deadwood Chamber of Commerce** \_\_\_\_\_

Address: **501 Main St. Deadwood, SD 57732** \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use: **Desirae Van Roekel** \_\_\_\_\_ Pager/Cell #: **605-222-1354** \_\_\_\_\_

**(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): **Event Ticket** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

**Hops and Hogs**

**Food and Beer Festival**

**May 16-17 2025**

**Open Container Request**

**Friday 5-16-25 5-10pm Zones 1-2**

**Saturday 5-17-25 noon-10pm Zones 1-2**

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

Adopted October 7, 2024

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....	\$200.00
20' by 30' Set up and take down .....	\$400.00
20' by 40' Set up and take down .....	\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### SAFETY / SECURITY / ACCESSIBILITY

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

\_\_\_\_\_

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

\_\_\_\_\_

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

NO YES

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

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

Security Organization Address: \_\_\_\_\_  
(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

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: JA \_\_\_\_\_

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

Acknowledge acceptance with initial: JA \_\_\_\_\_

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Chamber Newsletter and Social Media \_\_\_\_\_

\_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES



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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_



Will **sound amplification** be used?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM



Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

\_\_\_\_\_



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



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

\_\_\_\_\_

\_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES



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

Local news 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: Desirae Van Roekel \_\_\_\_\_ PHONE: 605-222-1354 \_\_\_\_\_

Adopted October 7, 2024

### 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: GL350GL003-2 \_\_\_\_\_ Policy Type: GL \_\_\_\_\_  
 Address :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): Jesse Allen \_\_\_\_\_ Title: E v e n t C o o r d i n a t o r \_\_\_\_\_

\_\_\_\_\_ Date: 2/3/25 \_\_\_\_\_

(Signature of Applicant/Sponsoring Organization)

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

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 17, 2025 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:

**Relaxation of Open Container:**

Friday, June 6, and Saturday June 7: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

**Use of Event Complex:**

Request to waive event fees at the Event Complex on Thursday, June 5 through Saturday, June 7 in lieu of surcharge collection.

**Fireworks Display**

Requesting permission for fireworks display at 6:00 p.m. on Friday June 6 & Saturday June 7.

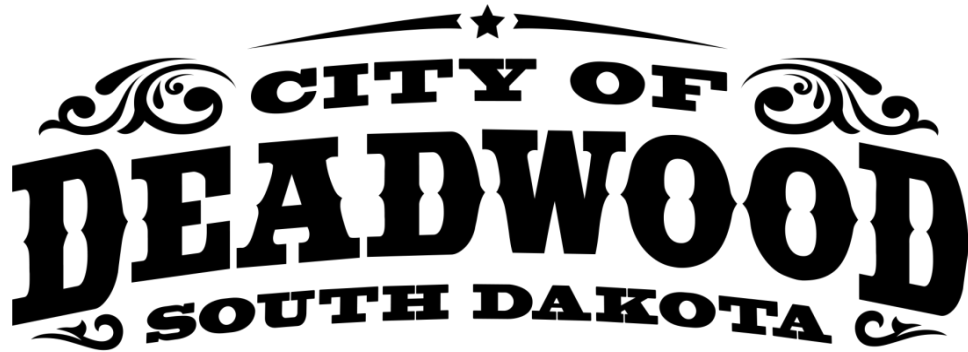
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 12, 2025

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



## Event Complex Rental and Use Agreement

**Event:** Do Presents the Deadwood PBR

**Date of Event:** June 6th &  
7th 2025

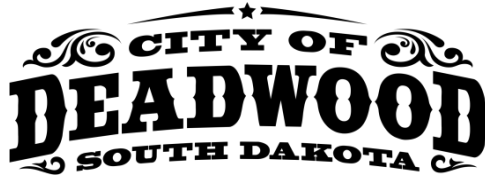
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and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

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



# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule .....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview.....	8
• Facilities Use Agreement Indemnification and Insurance Clause.....	9
• Event Sponsor Release and Indemnification Agreement .....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment .....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s) .....	13
Building Rental Rules .....	14
Event Complex Parking Requirements.....	15
Responsibilities to and of Concessionaire.....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance.....	18
• General Business within the Complex .....	19
• Signs and Banners.....	20
City Services and Equipment .....	21-22
References.....	23



Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

**Contact Information:**

Name of Applicant: Adam Libby

Business/Organization: Libby Productions

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: (406) 885-1385 Cell Phone: \_\_\_\_\_

Email Address: alibbyproductions@gmail.com

**Dates Event Complex requested:**

Set up Date(s): June 4th Hour(s): 8:00 AM

Event Date(s): June 6th and 7th, 2025 Hour(s): 7:00-10:00

Clean-up Date(s): June 8th Hour(s): 8:00 AM

Approximate number of people who will attend: 5000

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
- Ferguson Field Restrooms
- Arena and Corral Areas
- Venue Seating
- Parking Lots
- Pyrotechnics
- Open Container

Office use Only
Key #
Key #
Key #
Key #

# Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

**Compliance with Deadwood City Ordinances:**

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

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

**Additional contacts:**

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

Name: Greg Nelson Title: \_\_\_\_\_  
 Phone: (605) 580-1263 Representing: Libby Productions

Name: Fritz Carlson Title: \_\_\_\_\_  
 Phone: (605) 210-1780 Representing: Badlands Security

Name: Louie Lalonde Title: \_\_\_\_\_  
 Phone: (605) 580-1116 Representing: Saloon No. 10

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **which includes a \$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.**

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

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.**

**A Streaming Fee of \$200.00 PER DAY applies IF USED.**

**Tent Rental, which is set and amended by resolution:**

- 10' by 10' Set up and take down.....\$200.00**
- 20' by 30' Set up and take down.....\$400.00**
- 20' by 40' Set up and take down.....\$600.00**

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

**City reserves the right to bill for additional fees if damages exceed deposit amount.  
Please read the Use Guidelines for cancellation and reservation policies.**

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ <u>sur charge</u>	<input checked="" type="checkbox"/>	Key Deposit \$ <u>100</u>
Add'l Set-up/Tear Down	\$ <u>500</u>	<input checked="" type="checkbox"/>	Damage Deposit \$ <u>2500</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ <u>2600</u>
Tent	\$ _____	<input type="checkbox"/>	
Event Complex Cleaning And Trash Removal	\$ <u>500</u>		Alcohol Fee (Pg 18) (\$100.00 per day) \$ <u>200</u>
Cleaning/Ferguson/Baseball	\$ <u>250</u>		
Streaming	\$ <u>400</u>		
<b>Total Fees</b>	\$ <u>1150</u>		

Organization: Libby Productions

Signature: Adam Libby

Date: 2/6/2025

Office Use only:

PBR - June 6-7	Fees	Request to Waive	Notes
Event Complex Facilities	\$ 1,000.00	X	
Add'l Setup/Tear Down	\$ 500.00	X	
Baseball Fields			
Parking Lots Only			
Tent			
Event Complex Cleaning/Trash	\$ 500.00		
Cleaning of Baseball Field Restrooms	\$ 250.00		
Cleaning of Ferguson Field Restrooms			
Streaming	\$ 400.00		
<b>Total Fees</b>	\$ 2,650.00		Also paid pyrotech fee \$100
<b>Minus Request to Waive</b>	\$ 1,150.00		Paid 2/25 w/deposit of \$2600

## 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 AL

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials AL

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 AL

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 AL

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

Initials AL

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

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

outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials AL

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials AL

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

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

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

# Event Sponsor – Release and Indemnification Agreement

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

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

Two nights of bullriding, 30 bull rides on Friday and 40 on Saturday.

The event will start at 7:00 pm and end between 9:00 - 9:30

There will be an adequate amount of production personnel an emergency response team and a licensed veterinarian on the premises.

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

**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: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

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

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

## City of Deadwood Building Rental Rules

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

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

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

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

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

# Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

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

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

### Responsibilities to and of the Concessionaire

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

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

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

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025



## Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

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

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

Organization: Libby Productions Name: Adam Libby

Title: Owner Signature: Adam Libby

Dates/Times Alcohol will be served: June 6th and 7th 5:00-9:00

Business name who will be serving: Saloon No. 10

## Liability Insurance

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

Name of Insurance Company: Idaho Falls Insurance Center Inc.

Agent's Name: Colter Griffel Policy Type: \_\_\_\_\_

Phone: 208-523-7100 Policy No.: \_\_\_\_\_

Address: 885 S Holmes Ave, Idaho Falls, ID 83401

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

AL  
Initials \_\_\_\_\_

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

AL  
Initials \_\_\_\_\_

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

AL  
Initials \_\_\_\_\_

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

AL  
Initials \_\_\_\_\_

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: Adam Libby

Date: 2/6/2025

## Event Complex Sign and Banner Policy

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

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

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

# Renter Reference Sheet

Renter/Organization Name: \_\_\_\_\_

### 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: Libby Productions

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 2/6/2025

Daytime Phone Number: (406) 885-1385

Date of your Event(s): June 6th & 7th 2025 Group/Event Name: Deadwood PBR

**NOTICE OF PUBLIC HEARING  
FOR SUMMER VENDOR & POP UP MARKET  
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 March 17, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 11:00 a.m. on Friday, June 6 to 9:00 p.m. on Saturday, June 7.

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 3rd day of March, 2025.

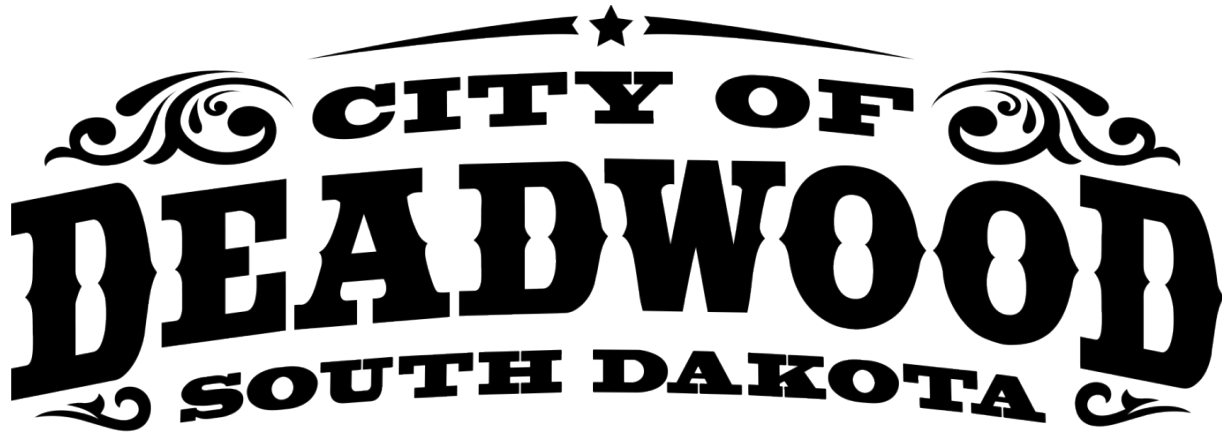
CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – March 12, 2025

For any public notice that is published one time:

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





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

**Summer Vendor & Pop Up Market June 6 & 7, 2025**

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**Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Summer Vendor & Pop Up Market June 6 & 7, 2025

Event Date(s): June 6 & 7, 2025 Total Anticipated Attendance: 300 each day  
(month, day, year)

(# of Participants 75 # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: Friday 2 pm/Sat 10 am AM / PM (to): Friday 8 pm/Sat 7 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Friday Start time: 11 am AM / PM

Please describe the scope of your setup / assembly work (specific details): Load in Vendors and set up food trucks

Dismantle Date: Saturday Completion time: 9 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street, main to pioneer way - Friday, June 6 11 am - Saturday 9 pm

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

### OPEN CONTAINER

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

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-210-

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

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

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

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

Address: \_\_\_\_\_  
(city) (state) (zip code)

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

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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): \$100 vendor fee to participate, additional cost for tent use or use of electric

\_\_\_\_\_  
\_\_\_\_\_

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

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

This event is our annual Vendor Market which takes place within the Square and also the use of Deadwood of Deadwood Street for overflow vendors and Food trucks set up.

Event takes place Friday & Saturday June 6 & 7, 2025

Set up will be begin at 11 am on Friday with Vendor Load in, parking for vendors will be in the Sherman St lot and we will shuttle them back & forth.

Event times are Friday 2 pm until 8 pm - Saturday 10 am until 7 pm

Requesting Deadwood St closure on Friday, June 6 at 11 am, Deadwood St will be used for Vendor tents and possibly 2 food trucks set up through Saturday.

Deadwood St will be reopened by 9 pm on Saturday, June 7th.

All vendors will be required to have Sale Tax numbers and insurance

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| NO                                  | YES                                 |   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Vendor will be selling a variety of items from Art, Jewelry, Handmade items, baked goods.</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |

Adopted October 7, 2024

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: \_\_\_\_\_  
 will have possibly 2 food trucks on attendance, food prepared according to their operating requirements

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....	\$200.00
20' by 30' Set up and take down .....	\$400.00
20' by 40' Set up and take down .....	\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up and trash removal during and after event

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
Outlaw Square will provide crowd control and internal security. Professional security hired for overnight coverage

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
Outlaw Square is ADA compliant

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 11090 Snoma road Belle Fourche SD

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson

Business phone: 605-210-

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: \_\_\_\_\_

early evening - Outlaw Square lights will be used

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

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

Number N/A Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
Business & Residents will be notified through public hearing notices

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES  
  Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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

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

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

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

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

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO YES  
  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
Through website, social media, posters & flyers

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: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International  
 Agent's Name: Chris Roberts  
 Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_  
 Address: Spearfish, SD  
(city) (state) (zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

\_\_\_\_\_  
 (Signature of Applicant/Sponsoring Organization) Date: \_\_\_\_\_



**NOTICE OF PUBLIC HEARING  
FOR WILD BILL DAYS  
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE**

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 March 17, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Open Container Requests:**

Friday, June 13 and Saturday, June 14: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

**Street Closure:**

Main Street from Wall to Deadwood Street starting on Friday, June 13 at 8:00 a.m. and will remain closed through 1:00 a.m. on Sunday, June 15.

Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors on Friday, June 13 at 10:00 a.m. to 7:00 a.m. on Monday, June 16, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp.

**Waive Vending Fees**

Request to waive vending fees and allow vending on public property on Friday, June 13 and Saturday, June 14 from 8:00 a.m. to 10:00 p.m.

**Waive Banner Fee:**

Friday & Saturday, June 13 through June 14 for Dock Dogs banners and sponsors.

**Use of Interpretive Lot**

Thursday, June 12 at 8:00 a.m. through 1:00 a.m. on Sunday, June 15 for Dock Dogs.

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.

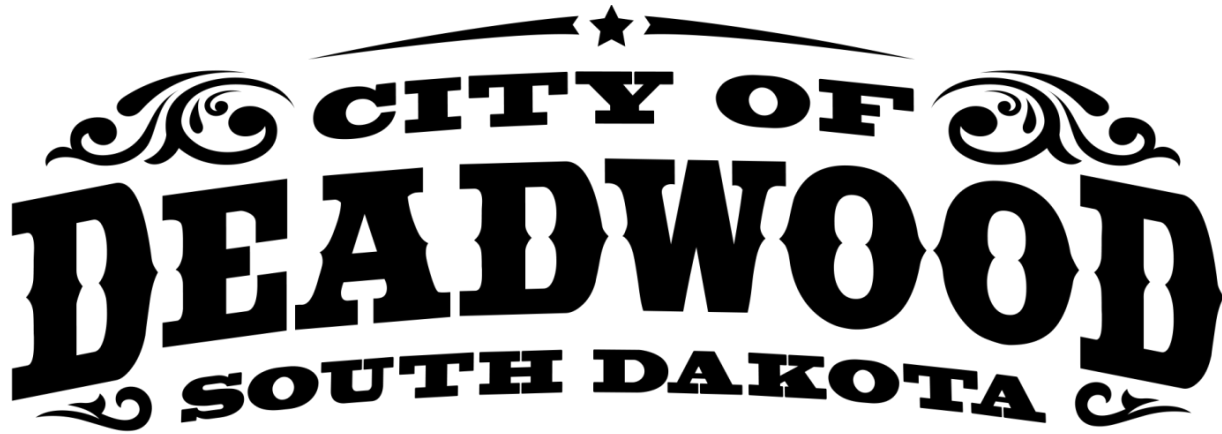
Dated this 3rd day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: March 12, 2025.

For any public notice that is published one time:

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



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

**Wild Bill Days June 13 & 14 2025**

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**Instructions:**

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

Adopted October 7, 2024

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Wild Bill Days

Event Date(s): June 13 & 14th Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

Location / Staging Area: Wall to Deadwood St.

Set up/assembly/construction Friday June 13th Start time: 8am AM / PM

Please describe the scope of your setup / assembly work (specific details): Set up vendors and a small stage on main between Wall and Deadwood Streets. The stage in front of Mustang Sallys area will go up starting at 8am and the vendors will start setup after 10am between Lee and Deadwood St. to allow delivery trucks to Main St. Dock Dogs will set up Thursday 6/12 in the Deadwood Info Center Parking lot

Dismantle Date: Saturday June 15th Completion time: 1am 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: 6/12 Deadwood Info Center lot closed for Dock Dogs Set Up  
6/13 and 6/14 Wall St to Deadwood St. Closed Reopen at 10pm Saturday Night 6/14.

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

### OPEN CONTAINER

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

Date: <u>6/13/25</u>	Times: <u>Noon -10pm</u>	Zone: <u>1-2</u>
Date: <u>6/14/25</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Jesse Allen Business Phone: (605 ) 578-1876

Address: 501 Main St. Deadwood, SD 57732  
(city) (state) (zip code)

Daytime phone: (605 ) 578-1876 Evening Phone: (605 ) 591-9171 Fax #: ( )

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

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

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

**(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:

**Wild Bill Days**

2 Days of vendors on Main St. with local/regional music on Main St. and 2 nights of headlining concerts at Outlaw Square.

2 Days of Dock Dogs in the History and Visitors Center Parking lot w/ family friendly activities  
Historical Demonstrations on Main St. including wagons from Deadwood History, Blacksmithing  
Gold Panning and Arrow Making.

Lower Main bump outs for businesses from Wild Bill Bar to The Nugget  
Street closure Friday 6/13 at 8am from Wall to Deadwood St.

\*Vendors will not set up between Lee and Deadwood St. until after 10am on 6/13 to allow delivery. No vendors in front of the Gold Dust during the event\*

Lower Main bump outs 6/13 at 8am from Wild Bill Bar to the Nugget 1/2 of the street. One way traffic will still be open from the parking garage. Main St will reopen at 1am on 6/15.

History and Information Center Lot closed Thursday 6/12 at 8am for Dock Dogs set up.  
History and Information Center Lot closed 6/13 & 6/14 for Dock Dogs event and kids' area with Wild West Fun Park and Kids Train. Info Lot will reopen at 1am on Sunday 6/15.

Request to waive banner fees for sponsors and dock dogs

Request to waive vendor fees for Main St. vendors

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- NO YES
- Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_  
Vendor goods  
\_\_\_\_\_
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If

Adopted October 7, 2024

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

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: Main St. businesses selling limited food items  
in front of their buildings.

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down .....	\$200.00
20' by 30' Set up and take down .....	\$400.00
20' by 40' Set up and take down .....	\$600.00

- Booths, Exhibits, Displays or Enclosures. **10x10 and 10x20 vendor spaces with tents**

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures. **Bleachers for dock dogs at info center lot.**

- Vehicles and / or Trailers. **Portable stage on Main St. in front of Mustang Sallys area.**

- Trash Containers and Dumpsters. **Trash cans on Main and in Information Center Parking lot.**

(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: \_\_\_\_\_

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Other Related Event Components not covered above. \_\_\_\_\_

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### **SAFETY / SECURITY / ACCESSIBILITY**

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

\_\_\_\_\_

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

Security Director (Name): Fritz Carlson Business phone: 605 578-1876

NO YES

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

\_\_\_\_\_

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

Number \_\_\_\_\_ Ambulance(s) – How provided? \_\_\_\_\_

Number \_\_\_\_\_ Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024



## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

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## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO      YES

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

Number of Stages: 1 on Main (plus Outlaw Square)      Number of Bands: 6 (3 each day)

Type of Music: Country

      Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 12pm AM / PM – Finish Time: 5pm AM / PM

      Will **sound check** be conducted prior to the event?  
If **YES**, please indicate: Start Time: 11am AM / PM – Finish Time: 12pm AM / PM

Please describe the sound equipment that will be used for your event: Small PA on a portable stage  
Outlaw Square will use full professional PA

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

      Are any signs, banners decorations or special lighting be used? If **YES**, please describe: Event and Dock Dogs

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO      YES

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

NO      YES

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

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

NAME: Amanda Kille      PHONE: 605-578-1876

Adopted October 7, 2024

### 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: GP3506L003-2 Policy Type: G/L

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.

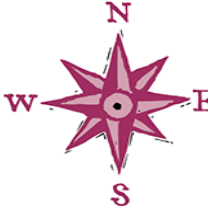
Name of Applicant (PRINT): Jesse Allen Title: Event Coordinator

 Date: 2/11/25

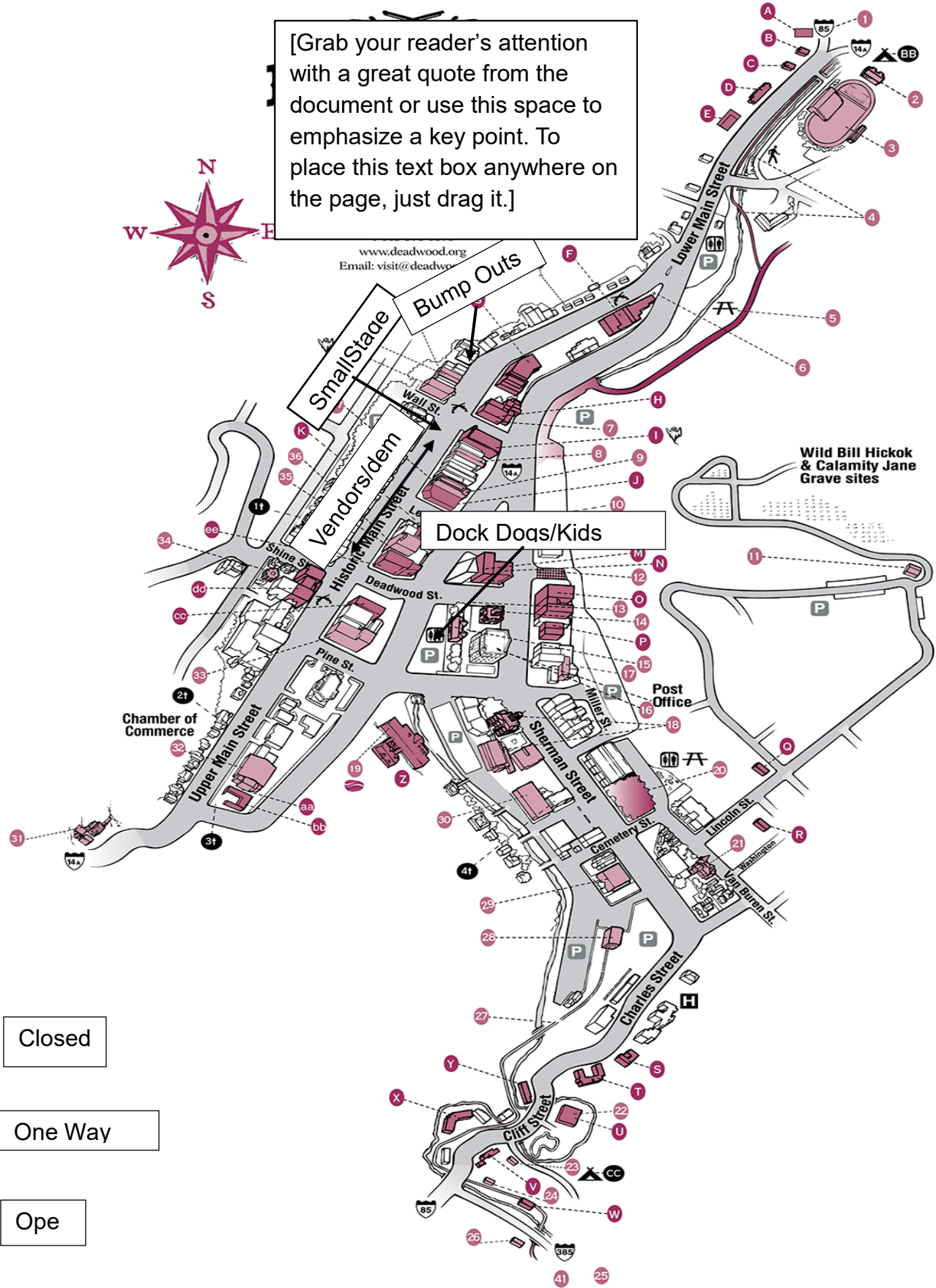
(Signature of Applicant/Sponsoring Organization)

# Wild Bill Days Map 2025

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]



www.deadwood.org  
Email: visit@deadwood.org



Closed

One Way

Open

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

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 17, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 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 NAJA Shrine Circus on Friday, June 20 and Saturday, June 21.

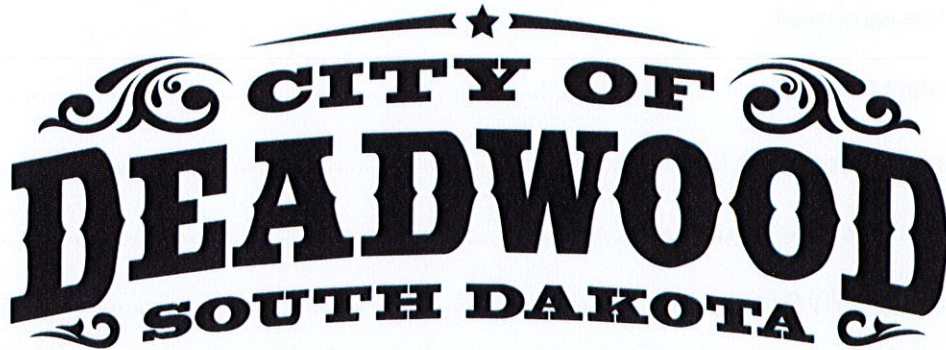
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of March, 2025.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: March 12, 2025

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



## Event Complex Rental and Use Agreement

Event: NAJA SHINE CIRCUS

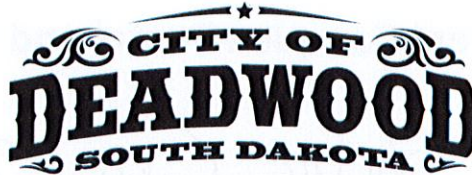
Date of Event: 6-21-25

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

# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule .....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview.....	8
• Facilities Use Agreement Indemnification and Insurance Clause .....	9
• Event Sponsor Release and Indemnification Agreement .....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment .....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s) .....	13
Building Rental Rules .....	14
Event Complex Parking Requirements.....	15
Responsibilities to and of Concessionaire .....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance.....	18
• General Business within the Complex .....	19
• Signs and Banners.....	20
City Services and Equipment .....	21-22
References.....	23



Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

**Contact Information:**

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shriners

Mailing Address: 4091 Sturgis Road

City, State Zip: Rapid City, SD 57702

Business Phone: 605-642-3402 Cell Phone: \_\_\_\_\_

Email Address: finance@najashriners.com

**Dates Event Complex requested:**

Set up Date(s): 6-20-25 Hour(s): \_\_\_\_\_

Event Date(s): 6-21-25 Hour(s): \_\_\_\_\_

Clean-up Date(s): 6-21-25 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: NAJA Shrine Circus

**Compliance with Deadwood City Ordinances:**

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

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

**Additional contacts:**

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

Name: Jeff Schroeder Title: Circus Chairman  
 Phone: 605-591-9777 Representing: NAJA

Name: Kip Wagner Title: Past Potentate  
 Phone: 605-206-206-0393 Representing: NAJA

Name: David R Ruth jr Title: Circus CFO  
 Phone: 605-920-1192 Representing: NAJA

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	\$400 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

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

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a \$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

**Tent Rental, which is set and amended by resolution:**

- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00

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

**City reserves the right to bill for additional fees if damages exceed deposit amount.  
Please read the Use Guidelines for cancellation and reservation policies.**

<b>Fees</b>		<b>Request to Waive</b>	<b>Refundable Deposits</b>
Event Complex Facilities	\$ <u>250</u>	<input checked="" type="checkbox"/>	Key Deposit \$ <u>100</u>
Add'l Set-up/Tear Down	\$ <u>125</u>	<input checked="" type="checkbox"/>	Damage Deposit \$ <u>1250</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ <u>\$1350</u>
Parking Lots Only	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Tent	\$ <u>400</u>	<input checked="" type="checkbox"/>	(\$100.00 per day) \$ _____
Event Complex Cleaning And Trash Removal	\$ <u>\$250</u>		
Cleaning/Ferguson/Baseball	\$ _____		
Streaming	\$ _____		
<b>Total Fees</b>	\$ <u>\$250</u>		

Organization: Naja Shrineurs  
 Signature: [Signature] Date: 2-3-25

Office Use only:

Shrine Circus - June 21	Fees	Request to Waive	Notes
Event Complex Facilities	\$ 250.00	X	
Add'l Setup/Tear Down	\$ 125.00	X	
Baseball Fields			
Parking Lots Only			
Tent	\$ 400.00	X	
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
<b>Total Fees</b>	\$ 1,025.00		
<b>Minus Request to Waive</b>	\$ 250.00		Paid 2/25 w/deposit of \$1350

# 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   *AF*  

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials   *AF*  

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   *AF*  

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   *AF*  


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

Initials   *AF*  

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


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

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

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials 

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

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

Organization: NAJA SHRINERS

Name: Jeff Schroeder Title: Circus chairman

Signature: [Handwritten Signature] Date: 2-3-25

# Event Sponsor – Release and Indemnification Agreement

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

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

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

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

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Initials   *M*  

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

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

Initials   *M*  

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

Initials   *M*  

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

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

Initials   *JS*  

F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss 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   *JS*  

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   *JS*  

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

Initials   *JS*  

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

Initials   *JS*  

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

Organization:   *Naja Showers*    
Name:   *Jeff Schroeder*   Title:   *Circus chairman*    
Signature:   *[Handwritten Signature]*   Date:   *2-3-25*



# 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:

Shrine Circus

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

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

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

Name: Jeff Schroeder Date of Birth: 7-15-67

Address: 804 W McClellan  
Lead, SD 57754

Signature: [Handwritten Signature] Date: 2-3-25

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

# City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Naja Shriners  
 Name: Jeff Schroeder Title: Circus chairman  
 Signature: Jeff Schroeder Date: 2-3-25

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: NAJA Shriners

Name: Jeff Schroeden Title: Circus chairman

Signature: [Handwritten Signature] Date: 2-3-25

### Responsibilities to and of the Concessionaire

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

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

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

Organization: Naja Shriners  
 Name: Jeff Schroeder Title: Circus Chairman  
 Signature: [Handwritten Signature] Date: 2-3-25

# Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

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

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

Organization: Naja Shriners Name: Jeff Schroeder

Title: Circus chairman Signature: [Handwritten Signature]

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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

## General Business within the Event Complex

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

Initials JS

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

Initials JS

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

Initials JS

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

Initials JS

Organization: NAJA SHINERS  
 Name: Jeff Schroeder Title: Circus chairman  
 Signature: [Handwritten Signature] Date: 2-3-25



## Event Complex Sign and Banner Policy

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

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

Organization: Naja Shiner's  
 Name: Jeff Schroeden Title: circus chairman  
 Signature: [Handwritten Signature] Date: 2-3-25

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: \_\_\_\_\_

### Requirements (If first time renter):

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Organization: Naja Shriners

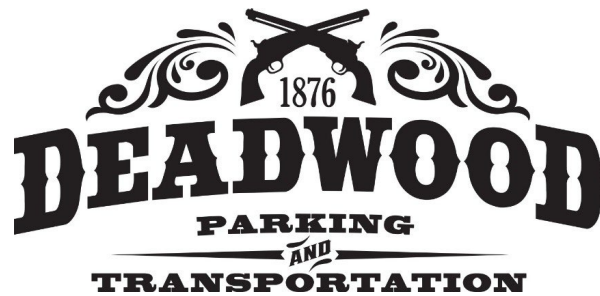
Name: Jeff Schroeder Title: circus chairman

Signature: [Handwritten Signature] Date: 2-3-25

Daytime Phone Number: 605-591-9777

Date of your Event(s): 6-21-25 Group/Event Name: Naja Shrine Circus

City of Deadwood  
Parking and Transportation  
108 Sherman Street  
Deadwood, SD 57732



Justin Lux  
Director  
(605) 578-2082 or  
justin@cityofdeadwood.com

## ***MEMORANDUM***

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**Date:** February 27, 2025  
**To:** Deadwood City Commission  
**From:** Justin Lux, Parking & Transportation Director  
**Re:** Ordinance #1419: Repealing and Replacing of Ordinance 8.21.020 Operating Regulations

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Ordinance 8.21.020 was originally passed in 2017 to align with state and federal laws and regulations relating to drone operations. South Dakota statute has since changed and now conflicts with this ordinance. Ordinance #1419 repeals and replaces the ordinance as advised by legal counsel to remain compliant with changing state and federal laws and regulations.

Thank you for your consideration to this matter.

### ***Recommended motion***

Approve first reading of Ordinance #1419: Repealing and Replacing Chapter 8.21.020 Operating Regulations

**CITY OF DEADWOOD  
ORDINANCE 1419**

**ORDINANCE #1419: REPEALING AND REPLACING CHAPTER 8.21.020  
OPERATING REGULATIONS**

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

**SECTION 1:**            **REPEAL AND REPLACE** “8.21.020 Operating Regulations” of the Deadwood Municipal Code is hereby *repealed and replaced* as follows:

**REPEAL AND REPLACE**

**8.21.020 Operating Regulations**

~~The city commission authorizes limited drone operation in city airspace for hobby or recreational purposes only, except that it shall be unlawful to exceed such authorization by operating a drone: In a protected airspace located within the area designated by the 1961 National Historic Landmark District, Planning Unit 4 or the Deadwood Event Complex Property (see maps attached to Ordinance 1260). This protected airspace hereafter shall be referred to as the "Deadwood Drone No Fly Zone"; Over any person who is not involved in the operation of the drone, without such person's consent; Over vehicular traffic; Over property that the operator does not own, unless the property owner consents and subject to any restrictions that the property owner may place on such operation; By a child under 13 years of age when not accompanied by the child's parent or guardian or an adult designated by the child's parent or guardian. The failure of a parent or designated adult to supervise an underage child's operation of a drone shall be a violation by the parent or designated adult; At an altitude higher than 400 feet above ground level; Outside the visual line of sight of the operator. The operator shall use his or her own natural vision, which includes vision corrected by standard eyeglasses or contact lenses, to maintain at all times an unobstructed view of the drone, without the use of vision-enhanced devices, such as binoculars, night vision goggles, powered vision magnifying devices and goggles designated to provide a "first person view" from the model or similar devices; In a manner that interferes with, or fails to give way to, any manned aircraft or moving vehicle or conveyance; Whenever weather conditions impair the operator's ability to operate the drone safely; During the period between sunset and sunrise; Over any open air assembly unit, school, school yard, hospital, water treatment facility, cemetery, water storage facility, law enforcement building or place of worship, without the property owner's consent, and subject to any restrictions that the property owner may place on such operation; For the purpose of conducting surveillance, unless expressly permitted by law; With 0.08 percent or more by weight of alcohol in that person's blood, or while under the influence of alcohol, any drug, any intoxicant, or any combination thereof, as set forth in SDCL 32-23-1, which renders that person incapable of safely operating such drone; That is equipped with a firearm or other~~

~~weapon; With intent to use such drone or anything attached to it to cause harm to persons or property; or In a reckless or careless manner.(Ord. 1260, 2017)~~

The City of Deadwood authorizes drone operation for hobby or recreational purposes only when done in full compliance with all State and Federal Laws.

**SECTION 2:            EFFECTIVE DATE** This Ordinance shall be in full force and effect from April 9, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION  
\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF DEADWOOD  
ORDINANCE 1420**

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

**SECTION 1:**            **AMENDMENT** “5.02.020 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.02.020 Definitions

As used in this chapter:

"Business" means any activity, trade, calling, profession, or occupation, whether sole proprietorship, partnership, corporation, limited liability company or other recognized entity, which regularly provides delivery of products and/or services from an address or other location(s) within the corporate limits of the City of Deadwood. Business includes "home occupations" which involve the sale of goods or services as described in this definition.

"Business establishment" means a permanent or seasonal business operating and open to the public at a fixed location within the City of Deadwood, and that is in compliance with Title 17 City of Deadwood Zoning Ordinance.

"Corporation" means a corporation or any derivative of "Corporation", includes both corporations under South Dakota Business Corporation Act and Limited Liability Companies under South Dakota Limited Liability Company Act as well as limited liability or limited partnerships.

"Permanent business" means a business use which occurs for a period equal to or greater than six ~~five (5)~~ (6) months from January 1 thru December 31 of the current year in which the license is being applied for at a fixed location within the City of Deadwood. ~~A "Permanent Business" may erect and utilize temporary structures for their business operations from May through September each year.~~ The primary method to determine the duration of operation shall be a review of sales tax reports.

"Seasonal business" means a business use which is open to the public for a period of time between fourteen (14) days to from January 1 thru December 31 of the current year in which the license is being applied for. A "Seasonal business" may erect and utilize temporary structures or location for their business operations following approval of all the appropriate departments and/or commissions. The primary method to determine the duration of operation shall be a review of sales tax reports used to establish the number of days the business is open to the public.



(Ord. 1311, 2020)

**SECTION 2:            AMENDMENT** “5.02.040 Application; Issuance Of Business License” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.02.040 Application; Issuance Of Business License

- A. Application for a **permanent** business license shall be made on the application form provided by the City of Deadwood and submitted to the City of Deadwood Finance Officer or his or her designee. The business license application shall include all the following information and such other information as the city deems reasonably necessary:
1. Name of business.
  2. Name of owner.
  3. Complete street and mailing address of business location.
  4. A brief description of the nature of the business.
  5. Type of business entity. If the business is a corporation, the state where formed and the statutory agent's name and address.
  6. A list of any chemicals or hazardous materials or hazardous waste which will be used or stored by the business.
  7. The name of the person in charge of the business and their contact information including email address. If the emergency contact is different than the person in charge of the business, the applicant shall supply the name and contact information for an individual who can be called in case of an emergency. This should be a telephone number that will be answered twenty-four (24) hours a day.
  8. Number of employees both full-time, part-time and seasonal.
  9. If the business specified in this application is subject to a health or sanitary certification by the State of South Dakota, the applicant shall produce such certificate or permit along with the application.
  10. South Dakota state sales and/or excise tax identification number.
  11. Name and contact information of property owner.
- B. The City Finance Officer or his or her designee, prior to issuance of a business license to any applicant, shall, with the assistance of the Planning and Zoning Department, determine that the location of the business as submitted by the applicant, is properly zoned for the conduct of the business for which the license is sought; provided, however, that it is the duty of the applicant to assure that the location of the proposed business complies with all the zoning and all other ordinances of the city. In the event that it fails to so comply, any license issued, granted or approved by the city shall be null and void, and the city shall not be liable for loss, claim or damages whatsoever by reason of the applicant or the business for which a license was issued failing to comply

with said ordinances, and regardless of whether a business license was in fact issued.

- C. After receipt of a completed application and the license fee, the City Finance Officer or his or her designee shall review the application and, except as otherwise provided issue or deny the license within ~~five~~ fourteen (14) ~~(5)~~ working days after receipt of the completed application.
- D. Nothing in this chapter shall prevent the City Finance Officer or his or her designee or other city officials from requiring the applicant to provide any information necessary to ascertain whether the application is, or will be, in compliance with all city ordinances or state laws.

(Ord. 1311, 2020)

**SECTION 3:** AMENDMENT “5.02.050 Fee/Term” of the Deadwood Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### 5.02.050 Fee/Term

- A. Fee. As set forth by this chapter, the required license fee for a ~~permanent~~ business license shall be set by resolution each renewal year.
- B. Term. Unless otherwise provided by this chapter, all licenses shall be for a period of one calendar year, beginning January 1 each year and expiring the following December 31.
- C. Upon receipt of a written statement attesting to the loss, theft or destruction of an otherwise valid license, the City Finance Officer or his or her designee, shall reissue a license for the duration of the original license term after paying the fee set by resolution.

(Ord. 1311, 2020)

**SECTION 4:** AMENDMENT “5.02.110 Prohibited Business Locations” of the Deadwood Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### 5.02.110 Prohibited Business Locations

No person shall conduct business within the City of Deadwood in any structure, location or area where conducting such business is prohibited by law, by the City of Deadwood Zoning Ordinance, by applicable building code or applicable fire code.

Use of City owned property is strictly prohibited without written permission and/or written lease from the City Commission. The City Commission may refuse the right to utilize public property for conducting business in it's absolute discretion.

(Ord. 1311, 2020)

**SECTION 5:** AMENDMENT “5.02.130 Multiple Businesses; Same Location” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.02.130 Multiple Businesses; Same Location

Any person engaged in two (2) or more separate businesses operating at the same physical location and which are under the same ownership, shall be required to obtain one license for the main ~~permanent~~ business and for each subsequent business's at that location, but shall only be charged one (1) license fee.

(Ord. 1311, 2020)

**SECTION 6:** AMENDMENT “5.02.140 Same Business; Multiple Locations” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.02.140 Same Business; Multiple Locations

Any person conducting the same business at two (2) or more ~~permanent~~ locations shall be required to obtain a separate license for each place of business.

(Ord. 1311, 2020)

**SECTION 7:** EFFECTIVE DATE This Ordinance shall be in full force and effect from April 30 , 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**RESOLUTION 2025-10**

**RESOLUTION CORRECTING OFFICIAL NAME OF CITY ROADWAY**

**WHEREAS**, on the 19<sup>th</sup> of April 1999, the City of Deadwood adopted Resolution 99-1 – A Resolution Declaring Official Names of City Roadways; and

**WHEREAS**, the City of Deadwood from time to time reviews the official City map for 911 system compliance and state reporting and census requirements; and

**WHEREAS**, there is a need to clarify and post the official street names within the Deadwood City Limits; and

**WHEREAS**, the change below will clarify the historic reference and name of the street;

**NOW THEREFORE BE IT RESOLVED** that the following change be made to the Official City Map:

Dunlop Avenue be changed to Dunlap Avenue

Dated this 17th day of March, 2025.

City of Deadwood

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

ATTEST:

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

**RESOLUTION NO. 2025-11  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and sell according to state statutes.

Convention Center Connected To The Lodge At Deadwood Resort Surplus Property, Legally Described As Follows: Deadwood Resort Lot 1a Being A Portion Of The Replat Of Deadwood Resort Lots 1 And 2, City Of Deadwood, Lawrence County, South Dakota, All Located In The Northeast  $\frac{1}{4}$  And The Southeast  $\frac{1}{4}$  Of Section 14, Township 5 North, Range 3 East Of The Black Hills Meridian, City Of Deadwood, Lawrence County, South Dakota.

Dated this 17th day of March, 2025.

City of Deadwood

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

ATTEST:

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



Mount Rushmore Area Association of REALTORS  
dba Mount Rushmore Area MLS, Inc.



LISTING AGREEMENT

Agency Agreement – Owner – South Dakota (Listing Agreement)

(This is a legally binding contract. If you do not understand it, seek legal advice.)

Property Address 28,055 Sq Ft Convention Center attached to The Lodge at Deadwood Resort Tax ID:  
30230-00000-010-10. City of Deadwood. 1.88 acres. Zoned Commercial Highway

Client: City of Deadwood

Responsible Broker and Brokerage Firm: Greg Klein Century 21 Associated Realty, Inc.  
(hereinafter referred to as Broker)

Start Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ at midnight. If Client enters into a purchase agreement during the term of this agreement, the termination of this agreement shall be the date of closing under said purchase agreement, or if the transaction does not close, the date which the parties agree to discontinue negotiating. This agreement can be terminated with mutual written consent of the parties.

1) **Creation of Agency.** The Broker, as agent for the Client, negotiates and advocates on behalf of the Client, performs the terms of any written agreement made with the Client, and promotes the interest of the Client with the utmost good faith, loyalty, and fidelity. The Client should carefully read all documents to assure that they adequately express Client's understanding of the transaction and protection of your own interests. The Client represents no other Broker has been employed as an exclusive agent for real estate defined in section 2 and agrees to protect, defend, indemnify and hold Broker harmless from the claims, liability, and expenses, including reasonable attorney's fees, arising by reason of the claim of any other Broker in compensation as the result of a transaction that is within the scope of this agreement. Not all agency options may be offered by Broker. The Client authorizes the Broker, as Client's  exclusive/  non-exclusive agent, to identify and communicate to Client Purchasers appearing to have interest in purchasing the real estate described in Section 2.

A. **Single Agency:** When a firm and all of its agents represent only you and advocate for only your interests during a transaction.

*The Client further authorizes:*

B. **Appointed Agency:** The Broker appoints \_\_\_\_\_ as your agent, to represent only you and advocate for only your interests. Upon signing this agreement, agents within the firm who have not been specifically named do not represent you and cannot advocate for your interests. Confidential information can only be shared with the responsible Broker Greg Klein and the designated Broker \_\_\_\_\_, unless you provide written permission. The responsible Broker may appoint other affiliated licensees to be your agent during the term of this agreement should the appointed agent not be able to fulfill the terms of this agreement or by written agreement between you and the responsible Broker. An appointment of another or additional affiliated licensee does not relieve the first appointed agent of any duties owed to you.

Limited agency rules apply to the responsible Broker when you, as a purchaser, inquire about a property under contract for sale/lease with this firm. The responsible Broker can legally be the limited agent of both parties of a transaction with your knowledge and written consent of you and the other party.

Your appointed agent(s) can legally be a limited agent for an in-company transaction with your knowledge and written consent of you and the other party.



Mount Rushmore Area Association of REALTORS  
dba Mount Rushmore Area MLS, Inc.



(If this Broker/firm does not offer appointed agency representation initial N/A below)

C. **Limited Agency:** All licensees of the brokerage firm owe you the duties as described in single agency until a purchaser client of this firm inquires about your property under contract for sale/lease with this firm. At this time, a limited agency relationship exists; however, limited agency **may only occur** with prior written permission of the parties of the potential in-company transaction. In a limited agency relationship, the Broker, directly or through one or more agent, may not be able to continue to provide services previously provided to you, such as:

- No longer providing advice or advocating for your interests, or the purchaser's interests, to the detriment of either party.

Unless you give written consent, a limited agent cannot:

- Disclose personal confidences of one party or the other party, unless required by law;
- Disclose a Purchaser is willing to pay more, or a Seller is willing to accept less, than the asking price or lease rate offered for the property;
- Disclose the motivating factors for any client, buying, selling, or leasing the property;
- Disclose a client will agree to financing terms other than those offered.

The client acknowledges and consents as *initialed*:

I agree to appointed agency and the appointed agent(s) named in 1B: Yes \_\_\_ / \_\_\_ No \_\_\_ / \_\_\_ N/A \_\_\_ / \_\_\_

I agree to limited agency representation, as described in 1C: Yes \_\_\_ / \_\_\_ No \_\_\_ / \_\_\_ N/A \_\_\_ / \_\_\_

2) **Legal Description:** The undersigned Seller warrants that he/she is the owner of record of the property; or has the written authority, attached, to execute this agreement on behalf of the owner of record and hereby grants the undersigned Broker, for the above term, the exclusive irrevocable right to sell or lease the following property legally described as:

Deadwood Resort Lot 1A being a portion of the re-plat of Deadwood Resort Lots 1 and 2, City of Deadwood, Lawrence County, South Dakota. All located in the Northeast 1/4 and the Southeast 1/4 of Section 14, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

County: \_\_\_\_\_, State: \_\_\_\_\_

Also known as: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property listed is for (mark one or both):  Sale  Lease

A. **Terms:** For the sum of \$ \_\_\_\_\_, on the following terms: \_\_\_\_\_

or, with Seller's consent, for any sum or on other terms which price includes all encumbrances, taxes, assessments and discount points charged at time of closing by mortgage, as agreed upon by Buyer and Seller.

B. **Lease Terms:** (if applicable) N/A





**Mount Rushmore Area Association of REALTORS  
dba Mount Rushmore Area MLS, Inc.**



94 Seller represents the title of the property to be good and merchantable and hereby represents that all known  
95 encumbrances, liens or clouds on title are disclosed. In the event of a sale, exchange or trade, Seller at Seller's expense  
96 will convey good and merchantable title to said property by Warranty Deed or sufficient conveyance instrument to  
97 Purchaser, thereof. In the event of an undisclosed encumbrance that results in cancellation by Purchaser, discharge of  
98 Purchaser from purchase price and/or assumption by Purchaser who is credited on the purchase price for the undisclosed  
99 encumbrances, liens, or cloud on title, Seller shall be liable to Broker for fee outlined in Section 3 as though contract of  
100 sale was not canceled. Seller acknowledges that there may be tax consequences arising out of the sale of this property  
101 and is advised to seek competent tax advice.

**BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE**

102  
103  
104 3) **Broker Services and Compensation:** *See attached Fee Schedule included with RFD*

105 A. Client authorizes Broker to cooperate with Brokers who represent Buyers as initialed: Yes      /      No      /     

106 B. The total fee for services provided by Listing Broker will be \$           , or %   3   of the selling price, plus applicable  
107 sales tax. Yes      /      No      /     

108 C. Client authorizes the Listing Broker to compensate cooperating Brokers who represent Buyers, including the Listing  
109 Broker, if in a Limited Agency relationship, as \$            or %      of the selling price, plus applicable sales tax,  
110 from the total fee for services agreed upon in section 3) B.

111 D. Client authorizes Broker to disclose compensation amount offered to cooperating Brokers. Yes      /      No      /     

112  
113 A. If Broker is an exclusive agent, and during the period of this agreement the property is sold by Client, Broker, a  
114 cooperating Broker, or anyone else; or if Broker is a non-exclusive agent and the property is sold to a Purchaser  
115 identified by Broker and submitted to Client in writing; or should any of the aforementioned produce a Purchaser ready,  
116 willing, and able to purchase the property; Client agrees to pay compensation as stated above.

117  
118 B. If within   90   calendar days after the expiration or mutual written termination of this contract, a sale is  
119 made to any person to whom the property has been shown during the listing period, Client agrees to pay the Broker as  
120 stated above. If this property is listed with another real estate licensee after expiration or mutual termination, this contract  
121 shall be null and void in its entirety.

122  
123 C. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an  
124 exchange or trade, Broker is permitted to represent and receive compensation from both parties. No compensation is  
125 owed if Client is in an exclusive agreement with another Broker.

126  
127 D. Broker may act as escrow agent for all money, papers, and documents associated with this transaction.

128  
129 4) **Earnest Money:** The Listing Office or their designee shall deposit and hold all deposits, including earnest money until  
130 the sale is closed. If earnest money deposited by the Buyer is forfeited, the earnest money, less expenses, shall be  
131 divided   100%   to Seller and   0   % to Listing Office. However, in no case may the Listing Office's  
132 share exceed the compensation stated herein. Seller understands that per SDCL 36-21A-81, both Buyer and Seller must  
133 agree in writing to release of earnest money.

134 5) **Proceeds Disbursement:** It is agreed that the Listing Office and/or Closing agent shall hold the balance of the sales price  
135 for account of Seller until all expenses incurred on the Seller's behalf, relating to the sale of this property, have been paid.



Mount Rushmore Area Association of REALTORS  
dba Mount Rushmore Area MLS, Inc.



136 6) **Transfer of Title.** Seller represents the title of the property to be good and merchantable and hereby warrants that all known  
137 encumbrances, liens or clouds on title are disclosed. In the event of a sale, exchange, trade, Seller, at their expense, will  
138 convey to the Buyer good and merchantable title to said property by Warranty Deed or such other conveyance instrument,  
139 sufficient to convey good and merchantable title, properly signed and with the necessary State Transfer Fee for recording  
140 paid by Seller. Further, Seller, at their expense, shall promptly furnish to the Buyer an Owner's Policy of Title Insurance  
141 in the amount of the purchase price.

142 7) **Authorizations.** Seller authorizes Broker as initialed:

143  
144 A. Advertise by Multiple Listing Service. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

145  
146 B. Advertise by computerized or other media. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

147  
148 C. Place a firm marketing sign on property. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_  
149 When sign is placed in yard, listing must be placed in MLS within 1 business day

150 D. Install a lockbox on the property. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

151  
152 E. Request mortgagee to release information to Broker. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

153  
154 F. Request utility companies to release information to Broker. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

155  
156 G. Disclose to Purchasers or Agents that Seller has received other offers. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

157  
158 H. Permission to change status on MLS. Yes \_\_\_\_\_ / \_\_\_\_\_ No \_\_\_\_\_ / \_\_\_\_\_

159  
160 8) **Personal Property.** The following personal property is included in the stated price and shall be conveyed by Seller to  
161 Purchaser, free of liens and without warranty of condition, by a bill of sale at closing and in accordance with its terms:

162 \_\_\_\_\_  
163 \_\_\_\_\_  
164 \_\_\_\_\_  
165 \_\_\_\_\_

166  
167 9) **Disclosures.** Seller(s) shall complete and submit a property condition disclosure statement as required by SDCL 43-4-38,  
168 unless exempt pursuant to SDCL 43-4-43, with this listing agreement. Seller(s) shall complete and submit a lead-based  
169 paint disclosure if property is residential and was built prior to 1978 as required by federal regulation.

170  
171 10) **Nondiscrimination.** Client and Broker will not participate in any act that unlawfully discriminates on the basis of race,  
172 color, creed, religion, sex, disability, familial status, country of national origin or any other category protected under  
173 federal, state or local law.

174  
175 11) **Modification.** No modification of any of the terms of this agreement shall be valid or binding upon the parties, unless  
176 such modifications have first been reduced to writing and signed by both parties.

177  
178 12) **Indemnification.** Seller agrees to indemnify and hold harmless Broker and Broker's agents from any claim(s) arising out  
179 of misrepresented or incomplete disclosure statements made by Seller.

180



Mount Rushmore Area Association of REALTORS  
dba Mount Rushmore Area MLS, Inc.



181 13) **Other Professional Services.** Unless otherwise agreed in writing, Seller acknowledges that Broker and Broker's agents  
182 owe no duty to conduct an independent inspection of the property or to conduct an independent investigation of Seller's  
183 financial condition, and owe no duty to independently verify the accuracy or completeness of any statement made by either  
184 party or by any source reasonably believed by Broker and Broker's agents to be reliable.

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196  
197

14) **Other Instructions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

198 **THIS IS A LEGALLY BINDING CONTRACT.** If you have questions regarding the duties and responsibilities of the  
199 Broker, you should resolve those questions before proceeding further or **SEEK LEGAL ADVICE.**

200  
201 Client: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
202 Signature

203  
204 Client: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
205 Signature

206 Address: \_\_\_\_\_ 102 Sherman Street

207  
208 City: \_\_\_\_\_ Deadwood State: SD Zip: 57732

209  
210 E-mail address: \_\_\_\_\_

211  
212 E-mail address: \_\_\_\_\_

213  
214  
215

216 **AGENT OBLIGATIONS:** Regardless of representation, the Broker shall: Disclose all known material facts about the  
217 property which could affect the Client's use or enjoyment of the property, disclose information which could have a material  
218 impact on either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately  
219 to questions concerning the property, and deal honestly and fairly with all parties.

220  
221  
222 Broker/Firm: Century 21 Associated Realty, Inc. Broker: Greg Klein

223  
224  
225 By Agent: Kathleen Scott Matt Klein Date: \_\_\_\_\_  
226 Greg Klein

# REAL ESTATE RELATIONSHIPS DISCLOSURE

(This document is NOT a contract between you and this firm. This document is being provided to you as a consumer as you have not indicated to this agent you are a client with a written contract to another real estate firm).

As required by South Dakota Law, each firm has a responsible broker who must provide a written disclosure of the specific agency/brokerage relationships their firm may establish **PRIOR** to their agent discussing your confidential buying, selling, or leasing objectives of real estate or business opportunity. The following agency relationships are permissible under South Dakota law.

The office policy of Century 21 Associated Realty, Inc. (firm) is to provide the relationships marked. This disclosure was provided by Greg Klein, Kathleen Scott & Matt Klein (agent) on behalf of Greg Klein (responsible broker).

*When all agents of this firm represent only you:*

**Single Agency** is when a firm and all of its agents represent **only** you and advocate for **only** your interests during a transaction. If at any time during the transaction any agent of the same firm represents both you and the other party, limited agency applies.

*When only individually named agent(s) of this firm represents you.*

**Appointed Agency** is when a responsible broker names a specific agent(s) of the firm to represent **only** you and advocate for **only** your interests during a transaction. Agents within the firm who have not been specifically appointed do not represent you and cannot advocate for your interests. If at any time during the transaction the responsible broker or a non-appointed agent within the firm represents the other party, limited agency applies to the responsible broker. If at any time during the transaction your appointed agent(s) represents both you and the other party, limited agency applies.

*When all agents of this firm represents both purchasers and owners:*

**Limited Agency** is when a firm represents both sides to a transaction and no agent within the firm solely represents you or solely advocates for your interests. Limited agency **may only occur** with prior written permission from both sides to a transaction. Within limited agency, the limited agent is required to represent the interests of you and the other party equally, and the agent cannot disclose your confidential information to the other party unless legally required to by law.

*When a broker does not represent either party to a contract:*

**Transaction Brokerage** is when a broker or agent assists one or more parties with a real estate transaction without being an agent or advocate for the interests of any party to the transaction.

**Acknowledgment:** I have been provided a copy of this disclosure indicating the brokerage and agency relationships offered by this firm. If this is a residential transaction, I also acknowledge the agent has given me a copy of the Consumer Real Estate Information Guide in booklet/printed format, or, if not provided, I authorize the agent to provide the guide electronically, as an attachment or link, to access the electronic version of the guide, at \_\_\_\_\_ (e-mails).

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

*When you choose not to have an agency relationship with a firm:*

I acknowledge the firm/agent named above does not represent me as a client. If I am a customer to a real estate transaction I understand the firm/agent may be acting as an agent for the other party of the transaction.

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**CENTURY 21.**

Associated Realty, Inc.

605.578.1417 www.c21deadwood.com

50 Cliff Street

Deadwood, SD 57732

**FEE SCHEDULE:***Broker Commissions Are Not Set By Law And Are Fully Negotiable***Broker Services and Compensation:****If our company had both sides of the transaction (Listing Agent & Selling Agent):**

Total Commission: 3% of the sales price, plus 6.2% sales tax

**If an agent from a different company brought the Buyer (Selling Agent) and we represented the Seller (Listing Agent)**

We would be willing to accept 2.5% of the total sales price, plus 6.2% sales tax

It would not be uncommon for the Buyer and Selling Agent to ask the Seller to pay a percentage for the Buyer Broker Compensation plus the 6.2% sales tax. That would become a matter of negotiation between the Buyer and the Seller.

If within 90 calendar days after the expiration or mutual written termination of the listing agreement, a sale is made to any person to whom the property has been shown during the listing period, Client agrees to pay the Broker as stated above. If this property is listed with another real estate licensee after expiration or mutual termination, this contract shall be null and void in its entirety.

**Projected Sellers Closing Statement**

We have attached a copy of a Projected Seller's Closing Statement which lists various costs and charges normally attributed to the Seller at closing. We would be able to complete this document once we know the actual listing price.



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

**PLANNING AND ZONING COMMISSION  
AND BOARD OF ADJUSTMENT  
FINDINGS OF FACT AND CONCLUSION  
CONDITIONAL USE PERMIT**

**Date:** March 5, 2025  
**From:** Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
**To:** Planning and Zoning Commission  
**RE:** Findings of Fact and Conclusion

**APPLICANT(S):** Sportsbook Deadwood, LLC  
**PURPOSE:** Conditional Use Permit – Specialty Resort  
**ADDRESS:** 57 Sherman Street  
Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Landmark Tract of the City of Deadwood, formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27, and the vacated alley between Lot 23 and Lot 25 all in Block 30 of the City of Deadwood according to the P.L. Rogers Map of the City of Deadwood; less and except Tract 1 of Miller Street Subdivision according to Plat Document #2012-05646, and less and except Wild Bill Lot according to Plat Document #2012-03484, all located in the SW ¼ of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

**FILE STATUS:** All legal obligations have been completed.

WHEREAS the above application for a Conditional Use Permit for a Specialty Resort in the C1 – Commercial Zoning District came on review before the Deadwood Planning and Zoning Commission on Monday, December 23, 2024. The application was subsequently recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment subsequently approved the request for a Specialty Resort at 57 Sherman Street, as recommended by the Planning and Zoning Commission,

Findings of Fact and Conclusion – Conditional Use Permit  
Sportsbook Deadwood, LLC  
March 2025

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on Monday, December 23, 2024.

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 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**

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- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing. 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 would occur.
- 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.D.
- The subject area is zoned C1 – Commercial Zoning District. The area near the subject property consists of commercial businesses, government offices and parking.
- 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. Use is expressly allowed in the C1 – Commercial Zoning District under certain conditions and the conditions have been 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 Specialty Resort. The Deadwood Board of Adjustment approved the

Findings of Fact and Conclusion – Conditional Use Permit  
Sportsbook Deadwood, LLC  
March 2025

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request as recommended by the Planning and Zoning Commission with the following nine (9) 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 front half of the structure will be used as retail.
3. Maintain a City of Deadwood Business License.
4. Maintain a City of Deadwood Short-Term Rental License.
5. Participate in Business Improvement District (BID) taxes.
6. Maintain a Lodging License from the South Dakota Department of Health which is in the same category of Short-Term Rental as the Conditional Use Permit (Specialty Resort) and provide a copy to the Planning and Zoning Department for their files.
7. Maintain a South Dakota Department of Revenue Sales Tax License and provide a copy to the Planning and Zoning Department for their files.
8. Have the City of Deadwood Building Inspector inspect the building to ensure compliance with applicable safety and building regulations.
9. Submit a Parking Management Plan with the City of Deadwood Parking and Transportation Director for review and recordation.

**ATTEST:**

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Jessicca McKeown, Finance Officer  
City of Deadwood  
March 17, 2025

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David Ruth, Mayor  
City of Deadwood  
March 17, 2025

---

John Martinisko, Chairman  
Planning and Zoning Commission  
March 5, 2025

---

David Bruce, Secretary  
Planning and Zoning Commission  
March 5, 2025



OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
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**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

**PLANNING AND ZONING COMMISSION  
AND BOARD OF ADJUSTMENT  
FINDINGS OF FACT AND CONCLUSION  
CONDITIONAL USE PERMIT**

**Date:** March 5, 2025  
**From:** Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
**To:** Planning and Zoning Commission  
**RE:** Findings of Fact and Conclusion

**APPLICANT(S):** Sportsbook Deadwood, LLC  
**PURPOSE:** Conditional Use Permit – Specialty Resort  
**ADDRESS:** 65 Sherman Street  
Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lots 9 and 11 and the northeast twenty-four (24) feet of Lot 7, Block 30, Original Town of the City of Deadwood, Lawrence County, South Dakota.

**FILE STATUS:** All legal obligations have been completed.

WHEREAS the above application for a Conditional Use Permit for a Specialty Resort in the C1 – Commercial Zoning District came on review before the Deadwood Planning and Zoning Commission on Monday, December 23, 2024. The application was subsequently recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment subsequently approved the request for a Specialty Resort at 65 Sherman Street, as recommended by the Planning and Zoning Commission, on Monday, December 23, 2024.

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 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  
Sportsbook Deadwood, LLC  
March 2025

---

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. 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 would occur.
- 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.D.
- The subject area is zoned C1 – Commercial Zoning District. The area near the subject property consists of commercial businesses, government offices and parking.
- 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. Use is expressly allowed in the C1 – Commercial Zoning District under certain conditions and the conditions have been 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 Specialty Resort. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with the following ten (10) 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 front half of the structure will be used as retail.

Findings of Fact and Conclusion – Conditional Use Permit  
Sportsbook Deadwood, LLC  
March 2025

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3. Maintain a City of Deadwood Business License.
4. Maintain a City of Deadwood Short-Term Rental License.
5. Participate in Business Improvement District (BID) taxes.
6. Maintain a Lodging License from the South Dakota Department of Health which is in the same category of Short-Term Rental as the Conditional Use Permit (Specialty Resort) and provide a copy to the Planning and Zoning Department for their files.
7. Maintain a South Dakota Department of Revenue Sales Tax License and provide a copy to the Planning and Zoning Department for their files.
8. Have the City of Deadwood Building Inspector inspect the building to ensure compliance with applicable safety and building regulations.
9. Submit a Parking Management Plan with the City of Deadwood Parking and Transportation Director for review and recordation.
10. Remove signage of previous owner within thirty (30) days of receipt of this letter to remain in compliance with Ordinance 15.32.130 (Q).

**ATTEST:**

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Jessicca McKeown, Finance Officer  
City of Deadwood  
March 17, 2025

---

David Ruth, Mayor  
City of Deadwood  
March 17, 2025

---

John Martinisko, Chairman  
Planning and Zoning Commission  
March 5, 2025

---

David Bruce, Secretary  
Planning and Zoning Commission  
March 5, 2025



Dear Jeremy Russell,

Thank you for your interest in Keiser equipment.

As a company, we relentlessly pursue solutions that push the limits of fitness science. It's a mission that began in 1978, when Keiser introduced pneumatic-resistance technology to the strength-training industry. By providing an alternative to outdated iron resistance, we created a safer and more efficient way for people of all ages and ability levels to build strength at speed for true power.

Following the engineering success with strength machines, Keiser then turned our sights to become the first company to use magnetic resistance for cardio machines. That technology enabled us to revolutionize indoor group cycling by delivering a quiet, reliable, consistent ride with bikes that were the first to display power in real time.

Today, more than 80 percent of the world's top sports teams use Keiser strength, functional and cardio machines – including champions in the NFL, MLB, NBA, NHL and World Cup – as well as countless Olympians, other elite athletes and everyday people interested in improving their overall health and fitness. Once you use our machines, we think you'll quickly discover why Keiser is their equipment of choice.

Travis Majors

travism@keiser.com

+1 559 256 8000

2470 S Cherry Ave, Fresno, CA 93706



Quote		Bill To	Ship To
Quote Number:	161450 - 4	City Of Deadwood	City Of Deadwood
Date:	3/13/2025	105 Sherman Street	105 Sherman Street
Purchase Order:		Deadwood SD 57754	Deadwood SD 57754
Sales Person:	Travis Majors	US	United States
<b>Valid Until:</b>	<b>4/12/2025</b>	Jeremy Russell	Jeremy Russell
Desired Delivery:	5/29/2025	6055783729	6055783729

Quote Items				
Part #	Product	Quantity	Unit Price	Total Price
005509BC	M3I STUDIO PLUS INDOOR CYCLE	6	\$2,094.00	\$12,564.00
990836	TRIPLE REDUNDANT RECEIVER	1	\$630.00	\$630.00

<i>Equipment Subtotal:</i>	\$	\$13,194.00
+Parts:	\$	\$0.00
+Installation:	\$	\$1,055.52
+Shipping(Standard w/Elevator):	\$	\$966.84
<hr/>		
<i>Subtotal Before Tax:</i>	\$	\$15,216.36
+ Tax:	\$	\$0.00
<hr/>		
<b>Total with Tax &amp; Discounts:</b>	<b>\$</b>	<b>\$15,216.36</b>

Installation By: installer  
 Deliver To: customer  
 Shipping Type: Standard w/Elevator  
 Currency: USD

[Jeremy Russell:Initial]

Quote Number: 161450 – 4

Bill To: City Of Deadwood

Ship To: C Section 10 Item h.**Payment Terms:**

Please sign, date and fax quote to our Fresno office. Full payment is required to initiate the order. All ship dates are assigned on a first come, first served basis. Quote is in U.S. dollars and does not include any applicable duties, taxes and/or customs fees, which are the responsibility of the buyer. Please include the quote number on all correspondence regarding this order.

**Shipping & Labor Terms:**

The freight quote includes inside delivery to a multi-level location with access and use of a freight elevator. Construction delays, late pick-ups, and/or changes to an order are required to be arranged with Keiser Corporation three weeks prior to ship date listed on the Sales Order Acknowledgement. If order is held at the loading dock at our Fresno, CA location for more than three business days, a storage fee of \$170 per day will be charged. Any additional labor, special moving equipment, special handling services, redelivery or storage will result in additional charges. [Jeremy Russell:Initial]

**Installation:**

The installation quote includes assembly (if needed) and the placement of listed equipment as well as installing a Keiser air system from the compressor to said equipment, if necessary. Keiser will not be responsible for the structural integrity of the building for any wall or floor mounted equipment. It is the responsibility of the purchaser to ensure that said wall or floor is structurally prepared to properly secure said equipment while in use. [Reference attached document "INSTALLATION INSTRUCTIONS PERFORMANCE TRAINER" for more information.]

**Installer**

105 Sherman Street  
Deadwood, SD 57754  
United States

**Installation Location**

City Of Deadwood  
105 Sherman Street  
Deadwood, SD 57754  
United States

Jeremy Russell  
6055783729

[Jeremy Russell:Initial]**Cancellation:**

Cancellation of shipped orders, that are unopened and/or unused, will be charged a 15% restocking fee plus the return freight charges. Returned equipment will only be accepted by Keiser with prior written authorization, accompanied with a valid Return Authorization Number and within 30 days of the original ship date.

**Standard Terms:**

The use of any exercise equipment, including, without limitation, Keiser's strength training equipment in which resistance can be changed at anytime during the repetition, and any fixed gear bike, including, without limitation, the Keiser M3 bike, without proper instruction and supervision violates the terms of this agreement for purchase of such products. The ability to add resistance anytime during a repetition, including, without limitation, the ability to do a heavy negative may be dangerous, especially for anyone that does not recognize or respect the potential danger. The inability to stop pedaling on a fixed gear bike before the flywheel stops may also be dangerous to anyone riding, especially anyone that does not recognize or respect the potential danger. Therefore, users, agents, or anyone directing the use of said equipment shall determine the suitability of the product for its intended use, and said parties are specifically put on notice that they shall assume all risk and liability in connection herewith. This does not include liabilities arising out of, connected with, and/or relating to the design, manufacture, materials, or workmanship of any Keiser Product.

**Instructions:**

Please ensure you complete and return by either Fax or e-mail a copy of the signed quote to the sales rep noted above. Failure to do so could result in a delay of your shipment and may also incur additional shipping charges. Keiser will acknowledge your order and confirm your ship date within 48 hours of booking the order. All ship dates are assigned on a first come, first served basis. Quote is in U.S. dollars and does not include applicable duties, taxes and/or customs fees, which are the responsibility of the buyer. The customer is responsible for inspection of each unit and part for shipping damage at time of delivery or installation, and prior to signing receiving paperwork. If the customer signs an unqualified receipt for freight damage goods, the customer is solely responsible for the cost of the repair or replacement for such freight damage. The signing of this quote and /or the issuance of a purchase order acknowledge that the person authorized to purchase the products listed on this quote and /or listed on the purchase order has read and agrees to the terms of this quote. These terms are in addition to and supersede all other terms of this sale.

I have read and accept the terms of this quote.

[Jeremy Russell:Signature][Jeremy Russell:Initial]

Quote Number: 161450 – 4

Bill To: City Of Deadwood

Ship To: C Section 10 Item h.

[Jeremy Russell:Initial]

City of Deadwood, SD  
Parks, Recreation And  
Events  
108 Sherman Street  
Deadwood, SD 57732



**Jeremy Russell**  
Manager  
Recreation & Aquatics Center  
Telephone (605) 578-3729  
[jeramy@cityofdeadwood.com](mailto:jeramy@cityofdeadwood.com)

## ***MEMORANDUM***

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**Date:** March 14<sup>th</sup>, 2025  
**To:** Deadwood City Commission  
**From:** Jeremy Russell – Recreation & Aquatic Center Manager  
**Re:** Purchase of Six New Spin Bikes

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The Deadwood Recreation and Aquatic Center requests your approval to purchase six Keiser M3i spin bikes as part of the planned equipment upgrades outlined in our 2025 budget. Our current bikes are between 10-15 years old, increasingly unreliable despite routine maintenance, and present potential safety concerns. Replacing them with modern equipment will improve safety, enhance user experience, and help meet growing demand for spin classes at the Recreation and Aquatic Center. Updated bikes will also reduce ongoing maintenance costs and support increased participation, improving our revenue potential.

The total cost for six new Keiser M3i spin bikes is \$15,216.36 (see attached Keiser quote #**161450**). This investment aligns with our strategic plan to maintain quality fitness offerings and ensure the continued success of our programs. We respectfully request your approval for this purchase. Please let us know if you require additional information.

Thank you for your consideration regarding this matter.





## **Deadwood Volunteer Fire Department**

firechief@cityofdeadwood.com • 737 Main Street, Deadwood, SD 57732 • Phone (605) 578-1212

Date: March 7, 2025

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: Purchase of Bunker Gear

The Deadwood Fire Dept. is requesting the purchase of a 4 sets of Bunker Gear (PPE) at the cost not exceeding \$14,028.00. This would come out of the Fire Department equipment budget; it is a budgeted item for the year 2025. This will be purchased from Alex Air. This will replace sets of Bunker Gear (PPE) that has aged out of service.

Thank you for your time and consideration

Regards



Charles Fetter

Deadwood Fire Dept. Fire. Fire Technician



312 Oak St S  
 New London, MN 56273  
 Phone: 800-264-2320  
 Fax: 320-763-9077  
 Email: orders@alexairapparatus.com  
 Web Site: www.alexairapparatus.com

# QUOTE

Date	Customer PO
3/6/2025	

BILL TO
Deadwood FD on file Deadwood, SD

SHIP TO

S.O. #	Promise Date	Terms	Sales Rep
		N30	Jared Hopkins

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
4			Veridian- TO Coat/ Pant w/ HD Suspenders	\$3,147.00	\$12,588.00
4			Black Diamond- X2 Leather Boot	\$360.00	\$1,440.00

\*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

- \*FREIGHT PREPAID & ADDED
- \*F.O.B SHIPPING POINT
- \*THIS IS NOT AN INVOICE

SHIPPING:  
 SUB: \$14,028.00  
 TAX:  
**TOTAL: \$14,028.00**

\_\_\_\_\_  
 Authorized Signature of Approval

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 03/12/2025

Organization: ST. JOHN'S EPISCOPAL CHURCH

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

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

Contact Information:

Name: FR. MICHAEL JOHNSON

Address: PO BOX 434, DEADWOOD

Phone #: (701) 430-1052

Email: mrjohns@rvv.net

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: MEMORIAL DAY 05/26/25

Date of Raffle Drawing: SEPT 1, 2025

Value of Raffle Prize: 4,000.00

Proceeds will benefit: ST. JOHN'S CHURCH

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_