



City Commission Regular Meeting Agenda

Monday, March 18, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of March 4, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List and additional bill for March 18, 2024

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

- a. Permission to hire Kelley Cranny as part-time Trolley Driver at \$16.65 per hour effective March 24, 2024 pending pre-employment screening.
- b. Permission to move Tracy Owens from 29 hours per week to full-time position (with benefits per employee handbook) Rec Center receptionist at \$16.00 per hour, effective March 18, 2024.
- c. Permission to hire Jacob Rubright as full-time (non-certified) patrol officer at \$24.22 per hour effective April 11, 2024 pending pre-employment screening.
- d. Permission to hire Baylee Radensleben and Miracle White Dress for temporary life guard positions at \$16.00 per hour effective March 18 through May 3, 2024, pending pre-employment screening. These positions are needed to provide the necessary staffing to accommodate the Lead-Deadwood Schools swim lesson program.
- [e.](#) 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.

- f. Appoint the following residents to serve on election board for April 9, 2024; Teresa Peterson as superintendent at \$204.00, Joyce Pfarr and Trudy Anderson as clerks at \$180.00, with additional \$20.00 each for attending election school. Marlene Todd as alternate in case of emergency.
- g. Permission to allow the Finance Office to issue a credit of \$314.66 on the utility bill for 358 Williams Street for water usage in January and February 2024. Credit is due to an issue with the water shut-off.
- h. Resolution 2024-07 to Participate in South Dakota Dept. of Transportation Bridge Inspection Program.
- i. Resolution 2024-08 Declare Surplus Property - Fire Truck
- j. Permission to approve one year subscription agreement in the amount of \$3,000.00 with Deckard Technologies for third-party monitoring service of short-term rentals. (To be paid by Planning & Zoning Professional Services.)
- k. Permission for the Mayor to sign contract with RCS Construction for the Retaining Wall project located at 10 Denver Avenue. (Bid awarded by City Commission on March 4, 2024)
- l. Permission for the Mayor to sign contract with Branch Construction for the Retaining Wall project located at 74 Van Buren. (Bid awarded by City Commission on March 4, 2024)
- m. Permission to approve Change Order #1 for 33 1/2 Jackson Retaining Wall Project as a deduct in the amount of \$1,480.00 reducing total contract cost from \$196,000.00 to \$194,520.00.
- n. Permission to purchase twelve water meter bodies from Metering and Technology Solutions at a cost not to exceed \$3,380.26. (To be paid by Water Supply line item.)
- o. Permission to pay Rasmussen Mechanical to remove/replace the Warrick low water system at the Rec Center in the amount of \$4,179.00. (To be paid by Public Buildings repair line item.)
- p. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Saturday, June 29 and Sunday, June 30, 2024 from 4:00 p.m. to 10:00 p.m. for Motocross Event. No public hearing necessary since license is on publicly owned property.
- q. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Saturday, July 6, 2024 from 4:00 p.m. to 10:00 p.m. for Motocross Event. No public hearing necessary since license is on publicly owned property.
- r. Permission for Mayor to sign the electrical easement for Phase 1A & 1B of the Whitewood Creek FEMA Project
- s. Permission to approve sponsorship of the 150th Anniversary of Custer Expedition and Black Hills Gold Rush in the amount of \$2,500.00 from HP Public Education/Advocacy line item.

7. **Bid Items**

- a. Permission to advertise the Request for Bids for Elevator Modernization/Cab-Entrance Replacement and set bid opening on April 10, 2024 at 2:00 p.m. with results to the City Commission on April 15, 2024.

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-2521) transfer from WWW LLC to Gold Country Inn LLC dba Gold Country Inn at 801 Main Street.
- b. Hold public hearing for Farmers Market: waiver of vending fees and allow vending on public property on Fridays beginning June 21 through September 20, 2024 at Gordon Park from 1:00 p.m. to 8:00 p.m.
- c. Hold public hearing for Black Hills Redemption: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, June 21 through 10:00 p.m. on Sunday, June 23, 2024.
- d. Hold public hearing for Monsters of Destruction Event: open container on Saturday, June 29 and Sunday, June 30 from 5:00 p.m. to 10:00 p.m. and waiver of user fees in lieu of surcharge on Friday, June 28 through Monday, July 2, 2024 at the Event Complex.
- e. Hold public hearing for July 4th Parade: street closure: Main Street from Lower Main at Pioneer Way to Pine from 3:00 p.m. till parade ends on Thursday, July 4, 2024.
- f. Hold public hearing for WO Motorsports Arenacross & Freestyle Motocross Show: open container from 4:00 p.m. to 10:00 p.m. on Saturday, July 6; and waiver of user fees in lieu of surcharge on Wednesday, July 3 through Sunday, July 7, 2024 at the Event Complex.
- g. Hold public hearing for Medicine Wheel Riders: Use of Interpretive Lot from 9:00 a.m. to 4:00 p.m. on Sunday, August 4, 2024.
- h. Hold public hearing for Legends Ride: Use of Interpretive Lot from 6:00 a.m. to 3:00 p.m. street closure on Main Street from Pine to Deadwood from 9:00 a.m. to 4:00 p.m., and waiver of banner fees on Monday, August 5, 2024.
- i. Hold public hearing for Rusty Wallace Ride: street closure on Main Street from Pine to Deadwood from noon to 4:00 p.m., street closure on Deadwood Street from Main Street to Pioneer way from 3:15 p.m. to 10:00 p.m. on Friday, August 9, 2024.
- j. Set public hearing on April 1 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for Pony Hills LLC dba The Venue at Deadwood at 250 US Hwy 14A.

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1396 Renewing Cable Franchise with Midcontinent
- b. Permission to approve agreement with Avid4 Engineering for GIS Professional Services retainer for tasks to be performed on a time and materials basis in an

amount not to exceed \$30,000.00. (To be paid by various departments Professional Services line item.)

- c. Permission for Mayor to sign Agreement for Public Improvements for Phase III of Stage Run between the City of Deadwood and The Summit at Stage Run.
- d. Permission to hire Associated Pool Builders to repair Rec Center pool sand filtration system at an amount not to exceed \$7,900.00. (To be paid by Rec Center repair line item.)
- e. Permission to purchase 9600 pounds of sand for the Rec Center pool filtration system from Hawkins Water Treatment Group in an amount not to exceed \$3,500.00. (To be paid by Public Buildings repair budget.)
- f. Permission to purchase ten gas pressure regulators from Rasmussen Mechanical in an amount not to exceed \$5,160.00 which includes installation at streets shop. (To be paid by Public Buildings improvement line item.)
- g. Act as Board of Adjustment and approve/deny Final Plat - Combination of two (2) lots - 171 Charles St. - Patrick L. Mollman. Plat of Tract A1 of M.S. 207 formerly Tract A of M.S. 207 Formerly Tract A of M.S. 207 AND Lot MK5 of the Mickelson Trail City of Deadwood, Lawrence County, South Dakota Located in the NE ¼ of Section 27, T5N, R3E, B.H.M. Approved by the Deadwood Planning and Zoning Commission on March 6, 2024.

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

- a. Candidate Forum will be held at City Hall on Tuesday, March 19, 2024 at 5:00 p.m.
- b. Raffle permit received from St. John's Episcopal Church. Drawing will be held September 2, 2024.

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

REGULAR MEETING, MARCH 4, 2024

The Regular Session of the Deadwood City Commission convened on Monday, March 4, 2024 at 1:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of February 20, 2024. Roll Call: Aye-All. Motion carried.

FEBRUARY 2024 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$23,605.71; PUBLIC BUILDINGS, \$7,886.02; POLICE, \$76,338.17; FIRE, \$5865.20; BUILDING INSPECTION, \$5,138.80; STREETS, \$34,088.50; PARKS, \$31,770.29; LIBRARY, \$9,161.26; RECREATION CENTER, \$19,064.68; HISTORIC PRESERVATION, \$23,078.91; WATER, \$19,630.31; PARKING METER, \$16,616.12; TROLLEY, \$16,915.00; PARKING RAMP, \$3,522.40
PAYROLL TOTAL: \$300,183.35.

FEBRUARY 2024 PAYROLL PAYMENTS:

Internal Revenue Service, \$69,438.55; S.D. Retirement System, \$34,657.09; Delta Dental, \$3,638.50.

APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the March 4, 2024 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	785.42
A & J SUPPLY	SUPPLIES	59.98
AMAZON CAPITAL	SUPPLIES	1,739.03
AMERICAN RED CROSS	SUPPLIES	46.00
ASSOCIATED BAG	SUPPLIES	65.53
AVID4 ENGINEERING	SERVICE	3,350.00
BEAR BUTTE CREEK HIST.PRES	GRANT	10,000.00
BIERSCHBACH EQUIPMENT	SUPPLIES	443.75
BH AUXILIARY 5969	PARKING DONATION	2,000.00
BH CHEMICAL	SUPPLIES	82.14
BLUEPEAK	SERVICE	4,798.81
BOMGAARS	SUPPLIES	249.99
BROKEN BOOT GOLD MINE	GRANT	15,301.36
BUTLER MACHINERY	SUPPLIES	2,376.04
CENTURY BUSINESS PRODUCTS	CONTRACT	259.23
CIVICPLUS	RENEWAL	350.00
CORR CONSTRUCTION	PAY APP	33,550.72
CULLIGAN	SUPPLIES	79.80
DAKOTA LUMBER	PROJECT	4,782.62
DAKOTALAND	GRANT	4,550.00
DEADWOOD ALIVE	SERVICE	5,500.00
DEADWOOD CHAMBER	BILL LIST	41,878.89
DEADWOOD CHAMBER - OUTLAW	BID #9	42,000.00
DVFD	REIMBURSEMENT	250.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	PARKING DONATION	6,475.00
DEADWOOD LEAD 76ERS	PARKING DONATION	1,000.00
DEADWOOD LEAD OPTIMIST CLUB	PARKING DONATION	1,000.00
DEMCO	SUPPLIES	382.29
ELITE SIGNS	SERVICE	3,112.76
FETTER, CHARLES	REIMBURSEMENT	140.00
FIB CREDIT CARDS	SUPPLIES	50.00
GALLS	UNIFORMS	254.05
GOLDEN GANG EASTER EGG HUNT	PARKING DONATION	700.00
GOLDEN WEST	SERVICE	270.00
GOOD SHEPHERD CLINIC	PARKING DONATION	1,000.00
GREAT WESTERN TIRE	REPAIR	185.00
HAWKINS	SUPPLIES	785.90
JACOBS WELDING	SERVICE	82.70
KUBOTA LEASING	PAYMENT	3,753.48
LAWRENCE CO. REGISTER	SERVICE	90.00
LAWRENCE CO. TREASURER	SERVICE	681.22
LAWSON PRODUCTS	SUPPLIES	184.86
LEAD-DEADWOOD 49ERS YOUTH	PARKING DONATION	500.00
LEAD-DEADWOOD BASEBALL	PARKING DONATION	500.00
LEAD-DEADWOOD CLOTHE-A-KID	PARKING DONATION	600.00
LEAD-DEADWOOD LIONS CLUB	PARKING DONATION	1,000.00
LEAD-DEADWOOD SCHOOL	PARKING DONATION	850.00
LIVENGOOD BLUES	PROJECT	4,143.44
MACK'S AUTO BODY	REPAIR	2,470.50
MCDIRT EXCAVATION	SERVICE	3,454.59
MIDWEST TAPE	SUPPLIES	371.86
MIKE VAGA PLUMBING	PROJECT	3,359.36
MDU	SERVICE	11,393.49
MUTUAL OF OMAHA	INSURANCE	326.99

REGULAR MEETING, MARCH 4, 2024

NHS OF THE BLACK HILLS	PARKING DONATION	500.00
NORTHERN HILLS CASA	PARKING DONATION	500.00
ORANGE COUNTY	TRUCK	130,000.00
OVERDRIVE	SERVICE	1,500.00
PARHAM, MICHAEL	PROJECT	3,000.00
PLAINS TOWING & RECOVERY	TOWING	400.00
PLAYPOWER LT FARMINGTON	SUPPLIES	600.00
PRAIRIE HILLS TRANSIT	CONTRACT	3,500.00
QUICKTROPHY	SUPPLIES	11.00
RASMUSSEN	SERVICE	15,119.96
RCS CONSTRUCTION	PAY APP #5	1,215,091.80
ROBITAILLE, PAUL	REIMBURSEMENT	223.82
S AND C CLEANERS	CLEANING	8,472.00
SAFE LIFE DEFENSE	UNIFORMS	1,347.28
SANTA SHOP	PARKING DONATION	500.00
SCHNERINGER, CINDY	SERVICE	875.00
SCOTT PETERSON MOTORS	SUPPLIES	303.45
SD DEPT. OF REVENUE	SALES TAX	3,327.04
SD HISTORICAL SOCIETY	CONFERENCE	1,500.00
SD PUBLIC ASSURANCE ALLIANCE	INSURANCE	735.43
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,568.20
SIGNATURE AUTO SALES	EQUIPMENT	3,200.00
SIMON MATERIALS	SUPPLIES	211.35
STURDEVANT'S	SUPPLIES	1,977.60
STURGIS RESPONDER SUPPLY	UNIFORMS	835.18
TALLGRASS LANDSCAPE	PROJECT	2,622.00
THE LIBRARY STORE	SUPPLIES	619.92
THE LITTLE PRINT SHOP	SERVICE	9.04
THE LORD'S CUPBOARD	PARKING DONATION	750.00
TOMS, DON	PROJECT	600.00
TWIN CITY ANIMAL SHELTER	PARKING DONATION	1,000.00
TWIN CITY CLOTHING CENTER	PARKING DONATION	1,100.00
TWIN CITY HARDWARE	SUPPLIES	1,977.73
ULINE	SUPPLIES	428.22
US POSTAL SERVICE	SERVICE	320.00
VERIZON WIRELESS	SERVICE	708.42
WELLMARK	INSURANCE	45,873.45

Total \$1,684,954.69

Oz Enderby from American Legion Post 31 thanked the City of Deadwood and Commission for their help accommodating Government Day with Lead Deadwood High School. Commission thanked Enderby.

CONSENT

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

- A. Permission to hire Brian Remmers as full-time (certified) police officer at \$26.79 per hour effective March 17, 2024 pending pre-employment screening.
- B. Permission to approve new job description for full-time Rec Center Receptionist.
- C. Permission to advertise in-house for 5 days for full time Rec Center Receptionist at \$16.00 per hour with full-time benefits.
- D. Permission to advertise for two Parks seasonal positions at \$16.00 per hour and two Parks Seasonal Technician positions at \$17.60 per hour.
- E. Permission to advertise for six seasonal Mt Moriah ticket booth attendants at \$16.00 per hour.
- F. Permission to make 2024 Budget Allocation to Boys and Girls Clubs of the Black Hills in the amount of \$3,500.00. (To be paid from Bed and Booze budget.)
- G. Permission to make 2024 Budget Allocation to Northern Hills CASA in the amount of \$3,500.00. (To be paid from Bed and Booze budget.)
- H. Permission to purchase up to 70 tons of salt from Black Strap at state bid of \$172.00 per ton delivered. (To be paid by Streets supply budget.)
- I. Submittal of 2023 Annual Report on Building Permits for the City of Deadwood by Trent Mohr, Building Inspector.
- J. Approve recommendation from the Parking & Transportation Committee for free trolley rides for Forks, Corks, and Kegs passholders Friday, April 12, 2024 and Saturday, April 13, 2024 for \$400.00 (To be paid by the Deadwood Chamber of Commerce).

REGULAR MEETING, MARCH 4, 2024**BID ITEMS****Results**

Mayor Ruth Jr. stated 2 bids were received for the retaining wall project at 10 Denver Avenue on February 29, 2024 at 2:00 as advertised.

RCS Construction - \$162,000.00
Complete Concrete - \$397,900.00

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project and recommends approval to low bidder RCS Construction. Martinisko moved, Johnson seconded to award bid to RCS Construction in an amount of \$162,000.00 for retaining wall project at 10 Denver Avenue. Roll Call: Aye-All. Motion carried.

Results

Mayor Ruth Jr. stated 3 bids were received for the retaining wall project at 74 Van Buren Avenue on February 29, 2024 at 2:00 as advertised.

RCS Construction - \$132,000.00, Alternate #1 \$15,000.00;
Complete Concrete - \$332,900.00, Alternate #1 \$14,700.00;
Branch Construction Services - \$55,000.00, Alternate #1 \$20,000.00.

Kuchenbecker spoke about the project and recommend approval to low bidder Branch Construction Services. Johnson moved, Struble seconded to award bid to Branch Construction Services in an amount of \$55,000.00 not to include Alternate #1. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Struble seconded to advertise for bids for Phase 1A and 1B Whitewood Creek Restoration (FEMA Project) and set bid opening for April 9 at 2:00 p.m. with results to City Commission on April 15, 2024. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to advertise for bids for the Fuller Brothers Trail Systems project and set bid opening for March 28 with results to City Commission on April 1, 2024. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to advertise for bids for the White Rocks Trail System and set bid opening for March 28 with results to City Commission on April 1, 2024. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Set**

Todd moved, Struble seconded to set public hearing on March 18 for Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-2521) transfer from WWW LLC to Gold Country Inn LLC dba Gold Country Inn at 801 Main Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on March 18 for Farmers Market. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on March 18 for Black Hills Redemption. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on March 18 for Monsters of Destruction. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on March 18 for July 4th Parade. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on March 18 for WO Motorsports Arenacross & Freestyle Motocross Show. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MARCH 4, 2024

Johnson moved, Martinisko seconded to set public hearing on March 18 for Medicine Wheel Riders. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on March 18 for Legends Ride. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on March 18 for Rusty Wallace Ride. Roll Call: Aye-All. Motion carried.

Mayor Ruth Jr. explained the process for public hearings.

NEW BUSINESS**Second Reading**

Finance Officer McKeown stated no changes between first and second readings. Martinisko moved, Johnsons seconded to approve second reading of Ordinance #1395 Budget Supplement #2 for 2024. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about Ordinance. Struble moved, Martinisko seconded to approve first reading of Ordinance #1396 Renewing Cable Franchise with Midcontinent. Roll Call: Aye-All. Motion carried.

Mayor Ruth Jr. explained the process of Ordinances.

Resolution

McKeown spoke about the Resolution. Martinisko moved, Johnson seconded to approve Resolution 2024-06 Establish Cash Designations. Roll Call: Aye-All. Motion carried.

Resolution 2024-06**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, 2023:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 269,447.00
Business Improvement District #7 Designated for Convention Center:	\$ 438,789.80
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

Dated this 4th day of March, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Pay

Parking and Transportation Director spoke about the leases. Martinisko moved, Struble seconded to pay Huntington Bank for annual trolley leases. Trolley #1 - \$48,815.55, Trolley #2 - \$39,227.97, Trolley #3 - \$33,681.45. Roll Call: Aye-All. Motion carried.

Findings of Fact

Kuchenbecker spoke about the permit. Johnson moved, Martinisko seconded to Act as Board of Adjustment and approve Findings of Fact and Conclusion - Conditional Use Permit - RV Park - 20577 Highway 85 - B & L Properties (Brad Kooiker) legally described as Lot A in Lot H2 of H.E.S. No. 613 in the NE1/4 of Section 11, T5N, R3E, BHM, Lawrence County, South Dakota and Lot C in H.E.S. No. 613 in the NE1/4 of Section 11, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota. Recommended Approval by Planning and Zoning Commission on July 19, 2023 and Approval by Board of Adjustment on August 7, 2023. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MARCH 4, 2024

Final Plat

Kuchenbecker spoke about the plat. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve Final Plat - Division of property and creating property lines - Miller Street - City of Deadwood. Plat of Tract 3 of Block 30, O.T. Deadwood; Being a Portion of Tract 1 of the Miller Street Subdivision, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission February 21, 2024.) Discussion was held concerning surplus. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Candidate Forum will be held at City Hall on March 19, 2024 at 5:00 p.m.
- B. Deadwood Volunteer Fire Department will host the Annual Pancake Feed Sunday, March 10, 2024 from 9:00 a.m. to 1:00 p.m. Free smoke detectors and/or batteries for those who need them.
- C. Raffle permit received from American Legion Post 31/VFW Post 5959. Drawing will be held Monday, May 27, 2024.
- D. Raffle permit received from Black Hills Shootist Assoc. LTD. Drawing will be held September 28, 2024.

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.

Commission and Department Heads thanked the city staff, teachers and Class of 2025 for participating in Government Day activities.

Commissioner Todd asked for an update on the boardwalk. Kuchenbecker stated project will be forthcoming.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 1:28 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, March 18, 2024 at 5:00 p.m.

After coming out of executive session at 2:14 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST: _____ DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

3/13/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-03/06/2024	101-3000-202	LIQUOR LICENS BEV LIC./GOLD COUNTRY INN	000000	75.00
01-5210	FURNISH, RICHARD					
		I-20240305	101-3000-532	PARKING FINE REFUND FOR CITATION/P&T	000000	35.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						110.00
01-0418	BLACK HILLS PIONEER					
		I-674 - 2024	101-4111-423	PUBLISHING MINUTES - 1/16/2024	000000	183.44
		I-681 - 2024	101-4111-423	PUBLISHING NOH - KOOL DEADWOOD NITES	000000	42.22
		I-682 - 2024	101-4111-423	PUBLISHING NOH - SUMMER KICKOFF CONCERT	000000	16.98
		I-683 - 2024	101-4111-423	PUBLISHING NOH - BEV LIC/DWD OUTF,TIPSY	000000	14.56
		I-684 - 2024	101-4111-423	PUBLISHING NOH - BEV LIC TRSF/VAULT LOUNG	000000	17.96
		I-685 - 2024	101-4111-423	PUBLISHING NOH - WED.NITE SUMMER CONCERT	000000	16.98
		I-686 - 2024	101-4111-423	PUBLISHING NOH - WILD BILL DAYS	000000	26.69
		I-687 - 2024	101-4111-423	PUBLISHING NOH - INTERP.LOT/CYCLE PKG	000000	15.04
		I-771 - 2024	101-4111-423	PUBLISHING MNUTES - 2/5/24	000000	263.02
01-1331	SD MUNICIPAL LEAGUE					
		I-200000419	101-4111-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	40.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD02/29/24	101-4111-426	SUPPLIES DEPT HEAD MTG SUPPLIES	000000	17.50
01-4711	AMAZON CAPITAL SERVICES					
		I-1D1L-RKKP-1W4G	101-4111-422-01	PROF. SERV. S GREEN SAFETY HARDHAT	000000	25.66
		I-1DRP-THDJ-F3V1	101-4111-422-01	PROF. SERV. S LED HEADLAMP PRO 2 PACK	000000	16.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						696.05
01-2394	GUNDERSON, PALMER, NELS					
		I-131277	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,727.86
				DEPARTMENT 141	ATTORNEY	TOTAL:
						1,727.86
01-0800	MORRISON, RONDA					
		I-030624	101-4142-422	PROFESSIONAL FEB.'24 CONTRACT SERVICES -FIN	000000	1,760.00
01-1331	SD MUNICIPAL LEAGUE					
		I-200000419	101-4142-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	80.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD02/29/24	101-4142-426	SUPPLIES FUEL - FINANCE CAR	000000	21.27
				DEPARTMENT 142	FINANCE	TOTAL:
						1,861.27

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 DEPARTMENT: 192 PUBLIC BUILDINGS
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 02/28/24	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.08
		I-POWER 02/28/24	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	60.72
		I-POWER 02/28/24	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 02/28/24	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.33
		I-POWER 02/28/24	101-4192-428	UTILITIES 1 MILLER ST	000000	0.00
		I-POWER 02/28/24	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	403.51
		I-POWER 02/28/24	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	226.84
		I-POWER 02/28/24	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	32.19
		I-POWER 02/28/24	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.20
		I-POWER 02/28/24	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	536.76
		I-POWER 02/28/24	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 02/28/24	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	86.16
		I-POWER 02/28/24	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,995.55
		I-POWER 02/28/24	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.40
		I-POWER 02/28/24	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,828.29
		I-POWER 02/28/24	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	62.67
		I-POWER 02/28/24	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	955.71
		I-POWER 02/28/24	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	321.43
		I-POWER 02/28/24	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	134.69
		I-POWER 02/28/24	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	30.61
		I-POWER 02/28/24	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	416.57
		I-POWER 02/28/24	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	359.53
		I-POWER 02/28/24	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	291.47
		I-POWER 02/28/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	3,306.54
		I-POWER 02/28/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 02/28/24	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.18
		I-POWER 02/28/24	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	695.16
		I-POWER 02/28/24	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	531.13
		I-POWER 02/28/24	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	32.08
		I-POWER 02/28/24	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	20.17
		I-POWER 02/28/24	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 02/28/24	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	124.46
		I-POWER 02/28/24	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	142.77
		I-POWER 02/28/24	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	206.28
		I-POWER 02/28/24	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	68.79
		I-POWER 02/28/24	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	38.84
		I-POWER 02/28/24	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	34.83
		I-POWER 02/28/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	62.36
		I-POWER 02/28/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	360.05
		I-POWER 02/28/24	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	69.34
		I-POWER 02/28/24	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	72.76
		I-POWER 02/28/24	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	270.70
		I-POWER 02/28/24	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	518.36
		I-POWER 02/28/24	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,269.11
		I-POWER 02/28/24	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	51.11
		I-POWER 02/28/24	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	15.00
		I-POWER 02/28/24	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	29.29
		I-POWER 02/28/24	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	35.52

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 02/28/24	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.98
		I-POWER 02/28/24	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	97.65
		I-POWER 02/28/24	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	34.72
		I-POWER 02/28/24	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	350.65
		I-POWER 02/28/24	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	32.08
		I-POWER 02/28/24	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	1,955.02
		I-POWER 02/28/24	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	127.39
		I-POWER 02/28/24	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	658.83
		I-POWER 02/28/24	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	46.73
		I-POWER 02/28/24	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	144.52
		I-POWER 02/28/24	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	72.58
		I-POWER 02/28/24	101-4192-428	UTILITIES 5 SIEVER ST	000000	648.14
		I-POWER 02/28/24	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	57.06
		I-POWER 02/28/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	504.94
		I-POWER 02/28/24	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	83.06
		I-POWER 02/28/24	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,106.80
		I-POWER 02/28/24	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	24.61
		I-POWER 02/28/24	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	23.76
		I-POWER 02/28/24	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.10
		I-POWER 02/28/24	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 02/28/24	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	95.64
		I-POWER 02/28/24	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	577.04
		I-POWER 02/28/24	101-4192-428	UTILITIES 610 BROADWAY ST	000000	119.89
		I-POWER 02/28/24	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	727.41
		I-POWER 02/28/24	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	35.72
		I-POWER 02/28/24	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	869.35
		I-POWER 02/28/24	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,532.12
		I-POWER 02/28/24	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	45.12
		I-POWER 02/28/24	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	40.04
		I-POWER 02/28/24	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	90.48
		I-POWER 02/28/24	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	839.10
		I-POWER 02/28/24	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	690.86
		I-POWER 02/28/24	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	125.32
		I-POWER 02/28/24	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.79
		I-POWER 02/28/24	101-4192-428	UTILITIES 767 MAIN ST	000000	21.59
		I-POWER 02/28/24	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	22.50
		I-POWER 02/28/24	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.35
		I-POWER 02/28/24	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.46
		I-POWER 02/28/24	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	19.20
		I-POWER 02/28/24	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	875.42-
01-0539	LEAD-DEADWOOD SANITARY					
		I-03/01/24 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	30.99
		I-03/01/24 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-03/01/24 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-03/01/24 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-03/01/24 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-03/01/24 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-03/01/24	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-03/01/24	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	26.13
		I-03/01/24	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-03/01/24	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-03/01/24	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	45.08
		I-03/01/24	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-03/01/24	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	216.26
		I-03/01/24	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	66.00
		I-03/01/24	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.39
		I-03/01/24	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-1558	ECOLAB PEST ELIMINATION					
		I-4842653	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	171.93
		I-4842654	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	100.63
01-2715	SPEARFISH BUILDING & SU					
		I-53062	101-4192-425-14	REPAIRS - STR ULTRASPEC 500 INT STN BASE/STR	000000	44.99
01-3151	KONE CHICAGO					
		I-871295155	101-4192-422-17	PROFESSIONAL- FEB ELEVATOR MAINT/DAYS MUSEUM	000000	192.96
01-3342	RASMUSSEN MECHANICAL SE					
		I-CON012276	101-4192-422-22	PROFESSIONAL- 2022 PREVENT MAINT/MT MORIAH	000000	1,265.00
		I-CON012276	101-4192-422-24	PROFESSIONAL 2022 PREVENT MAINT/OUTLAW SQ	000000	2,470.00
		I-CON012276	101-4192-422-11	PROFESSIONAL 2022 PREVENT MAINT/PARKS DEPT	000000	1,317.00
		I-CON012276	101-4192-422-14	PROFESSIONAL 2022 PREVENT MAINT/STREETS	000000	2,387.00
		I-CON012276	101-4192-422-13	PROFESSIONAL 2022 PREVENT MAINT/REC CENTER	000000	9,439.00
		I-CON012276	101-4192-422-19	PROFESSIONAL 2022 PREVENT MAINT/SOUTH GATEW	000000	1,281.00
		I-CON012276	101-4192-422-21	PROFESSIONAL 2022 PREVENT MAINT/WELCOME CEN	000000	6,587.00
		I-CON012276	101-4192-422-15	PROFESSIONAL 2022 PREVENT MAINT/TROLLEY BAR	000000	1,070.00
		I-CON012276	101-4192-422-18	PROFESSIONAL 2022 PREVENT MAINT/FERGUSON FI	000000	1,007.00
		I-CON012276	101-4192-422-01	PROFESSIONAL 2022 PREVENT MAINT/ADAMS HOUSE	000000	4,115.00
		I-CON012276	101-4192-422-02	PROFESSIONAL 2022 PREVENT MAINT/ADAMS MUSEU	000000	6,167.00
		I-CON012276	101-4192-422-04	PROFESSIONAL 2022 PREVENT MAINT/CITY HALL	000000	10,218.00
		I-CON012276	101-4192-422-10	PROFESSIONAL 2022 PREVENT MAINT/LIBRARY	000000	2,894.00
		I-CON012276	101-4192-422-06	PROFESSIONAL- 2022 PREVENT MAINT/DAYS OF 76	000000	3,043.00
		I-CON012276	101-4192-422-17	PROFESSIONAL- 2022 PREVENT MAINT/DAYS MUSEUM	000000	9,676.00
		I-CON012276	101-4192-422-07	PROFESSIONAL 2022 PREVENT MAINT/FIRE HALL	000000	3,382.00
		I-CON012276	101-4192-422-08	PROFESSIONAL- 2022 PREVENT MAINT/HISTORY	000000	2,505.00
		I-CON012276	101-4192-422-09	PROFESSIONAL 2022 PREVENT MAINT/HARRC	000000	10,701.00
		I-SRV108655	101-4192-425-15	REPAIRS - TRO REPAIRS TO IN FLOOR HEAT/TROLL	000000	477.62
		I-SRV108777	101-4192-425-10	REPAIRS - LIB REPAIRS TO BOILER/LIBRARY	000000	283.64
		I-SRV109128	101-4192-425-04	REPAIRS - CIT REPAIRS TO ICE MELT BOILER/CIT	000000	594.99

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3342	RASMUSSEN MECHANICAL SE	continued				
		I-SRV109148	101-4192-425-14	REPAIRS - STR REPLACE PLUGGED FILTER/STREETS	000000	223.65
		I-SRV109856	101-4192-425-13	REPAIRS - REC REPAIRS TO VENTING/REC CENTER	000000	1,030.24
		I-SRV109881	101-4192-425-13	REPAIRS - REC CUT OUT-REPLACE LEAKY PIPE/REC	000000	315.08
		I-SRV110164	101-4192-425-14	REPAIRS - STR REPLACE HOT SURFACE IGNIT/PW	000000	286.57
		I-SRV110170	101-4192-425-13	REPAIRS - REC TOGGLE SWITCH INSTALL/REC CENT	000000	218.98
01-3928	DOWER, KARLA	I-SEPT-FEB 24 TRAVEL	101-4192-427	TRAINING/TRAV TRAVEL SEP 23 - FEB 24/PUB BLD	000000	127.29
01-3977	ACE HARDWARE OF LEAD	I-036383	101-4192-426-10	SUPPLIES - LI 10 YR SEALED CO ALARM/LIBRARY	000000	44.99
01-4711	AMAZON CAPITAL SERVICES	I-1D1L-RKKP-1W4G	101-4192-426	SUPPLIES CR123 LITHIUM BATTERIES	000000	59.98
		I-1LWK-G61F-9K9N	101-4192-426-04	SUPPLIES - CI COFFEE MAKER - CITY HALL	000000	90.00
01-4944	QUADIENT FINANCE USA, I	I-03/12/2024	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-VTI CO	VTI COMPUTER SALES & SE	I-9273	101-4192-422-07	PROFESSIONAL LOCK REPROGRAMMING/FIRE HALL	000000	300.00
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 117,208.67
01-0464	TYLER TECHNOLOGIES, INC	I-025-445284a	101-4193-422	PROFESSIONAL ANNUAL SOFTWARE FEES	000000	18,785.31
01-0510	GOLDEN WEST TECHNOLOGIE	I-422028	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,701.48
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 21,486.79
01-0467	CULLIGAN OF THE BLACK H	I-0020367	101-4210-424	RENTALS COOLER RENT - MARCH / PD	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-422352	101-4210-422	PROFESSIONAL 2 - WINDOWS 11 PRO - POLICE	000000	374.00
01-1331	SD MUNICIPAL LEAGUE	I-200000419	101-4210-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	20.00
01-1826	FIRST NET	I-287304791844X02-24	101-4210-422	PROFESSIONAL MDT POLICE CARS - FEB'24	000000	240.24
01-3135	A-Z SHREDDING, INC.	I-43624030524	101-4210-422	PROFESSIONAL SHREDDING - POLICE DOCUMENTS	000000	40.80

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 DEPARTMENT: 210 POLICE
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-POLICECCDS2/29/24	101-4210-427	TRAVEL AXON TASER INSTR.COURSE - PD	000000	495.00
		I-POLICECCDS2/29/24	101-4210-427	TRAVEL FUEL-OACOMA/TRAINING - PD	000000	53.23
		I-POLICECCDS2/29/24	101-4210-427	TRAVEL FUEL-MITCHELL/TRAINING - PD	000000	47.58
01-5034	STURGIS RESPONDER SUPPL					
		I-3489	101-4210-426	SUPPLIES UNIFORM CSA BOOTS - POLICE	000000	219.95
				DEPARTMENT 210 POLICE	TOTAL:	1,505.80
01-3170	MED-TECH RESOURCE LLC					
		I-146034	101-4221-426	SUPPLIES SAFETY GLASSES - FIRE DPT	000000	104.60
01-3977	ACE HARDWARE OF LEAD					
		I-036415	101-4221-426	SUPPLIES FOOD CONTAINER/LADDER #5- FIRE	000000	17.99
01-5089	JERRY GREER'S ENGINEERI					
		I-1-71250	101-4221-425	REPAIRS REPAIRS ON LADDER #5 -FIRE DPT	000000	75.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	197.59
01-1668	ESRI					
		I-4616744	101-4232-422	PROFESSIONAL 2024 GIS SOFTWARE MAINT - BI	000000	580.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	580.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0020330	101-4310-422	PROFESSIONAL (8) 5 GAL BOTTLE WATER/STREETS	000000	28.80
01-0735	CONTRACTOR'S SUPPLY, IN					
		I-257837	101-4310-426	SUPPLIES (3) 50# BAG HD-50/STREETS	000000	147.00
01-0782	JACOBS PRECISION WELDIN					
		I-30954	101-4310-426	SUPPLIES 14 GA SQUARE TUBEX24'/STRTS	000000	34.29
01-1058	DAKOTA SUPPLY GROUP					
		I-S103517333.001	101-4310-426	SUPPLIES (12) TAYMA MX3200 CVR 1G/STRTS	000000	209.49
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0678646	101-4310-425	REPAIRS SCREW-LOCKNUT/STREETS	000000	73.59
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024538	101-4310-429	OTHER DS CLEAR TEMPERED-INSTALL/STRT	000000	692.40
		I-I024540	101-4310-425	REPAIRS ROCK CHIP REPAIR DURANGO/STRTS	000000	69.99
01-1500	A & B WELDING					

3/19/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1500	A & B WELDING		continued			
		I-01087178	101-4310-425	REPAIRS INNERSHIELD-SPOOL-GLV/STRTS	000000	221.96
01-1502	BLACK HILLS CHEMICAL					
		I-260560	101-4310-426	SUPPLIES ORIG SHIPPING ON RETURN/STRTS	000000	16.90
01-1506	POMP'S TIRE SERVICE, IN					
		I-1750034169	101-4310-425	REPAIRS SPOT TIRE REPAIR/STREETS	000000	81.60
01-1668	ESRI					
		I-4616744	101-4310-422	PROFESSIONAL 2024 GIS SOFTWARE MAINT - ST	000000	460.00
01-3438	BLACKSTRAP, INC.					
		I-146538	101-4310-426	SUPPLIES 32.18-29.44 TON BLACK MAGIC/ST	000000	10,598.64
01-3956	ADAMS SALVAGE RECYCLING					
		I-3485	101-4310-422	PROFESSIONAL (1) TRUCK TIRES/STREETS	000000	4.80
01-3977	ACE HARDWARE OF LEAD					
		I-036322	101-4310-426	SUPPLIES CM SOCKETS-WRENCH COMB/STRTS	000000	27.32
01-4146	IT STRAPS ON, INC.					
		I-58057	101-4310-426	SUPPLIES FLARE LEG SIGN BRACKET/STRTS	000000	273.68
01-4625	FIB CREDIT CARDS					
		I-02/29/24 PUB WORKS	101-4310-434	MACHINERY/EQU CEILING TILES/ STREETS	000000	1,321.08
01-4711	AMAZON CAPITAL SERVICES					
		I-1DRP-THDJ-F3V1	101-4310-426	SUPPLIES MESH DESK ORGANIZER	000000	9.99
01-4857	VERIZON CONNECT					
		I-362000054728	101-4310-422	PROFESSIONAL FEB VEHICLE TRACK/STREETS	000000	57.20
01-5212	FREY INDUSTRIES, INC.					
		I-IN-DEW-24-1-1	101-4310-425	REPAIRS (2) PEDESTALBASE-DOOR-CAP/STRT	000000	476.65
					DEPARTMENT 310 STREETS	TOTAL: 14,805.38
01-4630	SANDER SANITATION SERVI					
		I-02/29/24 RES GARB	101-4320-422	PROFESSIONAL FEB RESIDENTIAL GARBAGE PICKUP	000000	12,834.16
					DEPARTMENT 320 SANITATION	TOTAL: 12,834.16
01-0320	WHITE'S CANYON MOTORS					
		I-639158	101-4520-425	REPAIRS 1B13 KIT/PARKS	000000	110.17
01-0418	BLACK HILLS PIONEER					

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 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	continued				
		I-741 - 2024	101-4520-422-01	PROF SERV- FE MAP REVISION-WHITEWOOD CRK	000000	30.57
01-0467	CULLIGAN OF THE BLACK H					
		I-0020331	101-4520-422	PROFESSIONAL (3) 5 GAL BOTTLE WATER-RENT/PA	000000	36.60
01-0776	ALBERTSON ENGINEERING,					
		I-20168	101-4520-422-01	PROF SERV- FE WHITEWD CRK RESTOR PWHS 2A	000000	915.30
		I-20169	101-4520-422-01	PROF SERV- FE WHITEWD CRK RESTORE PWRHS 2B	000000	4,546.76
		I-20170	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK, ADDENDUM #4	000000	3,736.74
		I-20171	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK, ADDENDUM #5	000000	1,573.00
		I-20183	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK, ADDENDUM #3	000000	3,257.63
		I-20192	101-4520-422-01	PROF SERV- FE WHITEWD CRK RESTOR PWHS PROJ 1	000000	2,071.72
01-1439	CHRIS SUPPLY COMPANY, I					
		I-951706	101-4520-425	REPAIRS SPDT ON-ON PC FLAT LVR TOG/PAR	000000	8.86
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0039949	101-4520-426	SUPPLIES 35 GAL TERM WEED KEILLER/PARKS	000000	1,575.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-031324	101-4520-422-01	PROF SERV- FE USPS	000000	1.00
01-3060	QUIK SIGNS					
		I-44281	101-4520-422-01	PROF SERV- FE SIGNS DUE TO FEMA PROJECT	000000	134.29
01-3836	MID-AMERICAN RESEARCH C					
		I-0812361-IN	101-4520-426	SUPPLIES FOAM GERM-ZAP-PROGUARD/PARKS	000000	466.68
01-3977	ACE HARDWARE OF LEAD					
		I-036341	101-4520-426	SUPPLIES TIRE CLEANER/PARKS	000000	14.56
		I-036405	101-4520-426	SUPPLIES (8) CONCRETE FASTSET MIX/PARKS	000000	93.52
01-4574	UNITED LABORATORIES					
		I-INV401338	101-4520-426	SUPPLIES ADHESIVE-CAULK-RIM RIDE/PARKS	000000	755.25
		I-INV401557	101-4520-426	SUPPLIES GOOD NEWS CLEAN/DEGREASE/PRKS	000000	498.63
01-4827	DOG WASTE DEPOT					
		I-596412	101-4520-426	SUPPLIES DOG WASTE BAGS-DISPENSER/PARKS	000000	329.95
01-4857	VERIZON CONNECT					
		I-362000054728	101-4520-422	PROFESSIONAL FEB VEHICLE TRACK/PARKS	000000	57.20
				DEPARTMENT 520 PARKS	TOTAL:	20,213.43
01-1668	ESRI					
		I-4616744	101-4640-422	PROFESSIONAL 2024 GIS SOFTWARE MAINT - PZ	000000	690.00

PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 640 PLANNING AND ZONING
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1786	PETTY CASH/HISTORIC PRE						
		I-031324	101-4640-422	PROFESSIONAL LC REG OF DEEDS	000000	41.00	
		I-031324	101-4640-426	SUPPLIES USPS	000000	8.56	
01-4625	FIB CREDIT CARDS						
		I-022924	101-4640-422	PROFESSIONAL LC REG OF DEEDS- EASEMENTS	000000	62.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-1DRP-THDJ-F3V1	101-4640-426	SUPPLIES FLOURESCENT LABELS	000000	17.10	
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	818.66
					FUND 101 GENERAL FUND	TOTAL:	194,045.66

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1562	MIDWEST TAPE, LLC					
		I-505130387	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	73.47
01-4711	AMAZON CAPITAL SERVICES					
		I-1CL4-HK49-11W3	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	45.97
		I-1MT7-3GMG-1NTF	206-4550-424	PROGRAMMING PROGRAM SUPPLIES - LIBRARY	000000	20.67
		I-1MT7-3GMG-1NTF	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	40.44
		I-1QW3-HRMN-31RH	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	27.00
DEPARTMENT 550 LIBRARY					TOTAL:	207.55
FUND 206 LIBRARY FUND					TOTAL:	207.55

01/15/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL	I-265377	209-4510-426	SUPPLIES DISINF-DRAINT MAINT-WIPES/REC	000000	894.39
01-2645	HAWKINS INC	I-6701005	209-4510-426	SUPPLIES INSTA 3 WAY TEST STRIP/REC	000000	61.20
01-3151	KONE CHICAGO	I-871295154	209-4510-422	PROFESSIONAL FEB ELEVATOR MAINT/REC	000000	185.54
01-3314	CENTURY BUSINESS PRODUC	I-721197	209-4510-422	PROFESSIONAL COPIES 12/08-03/07/24/REC	000000	31.49
01-4711	AMAZON CAPITAL SERVICES	I-1DK4-CYWR-GWVC	209-4510-434	MACHINERY/EQU DUMBEELL SET WITH RACK/REC	000000	1,378.00
		I-1F9R-117W-HJ9M	209-4510-434	MACHINERY/EQU BARCODE READER-WEBCAM/REC	000000	188.99
DEPARTMENT 510 REC CENTER					TOTAL:	2,739.61
01-0378	NORTHERN HILLS CASA	I-01/10/2024	209-4980-429	OTHER 2024 B&B ALLOCATION	000000	3,500.00
01-0475	DEADWOOD CHAMBER & VISI	I-03/05/24 - A	209-4980-422	PROFESSIONAL BILL LIST THRU 3/5/24 - B&B	000000	15,928.30
01-3865	BOYS & GIRLS CLUB OF TH	I-2024DEAB	209-4980-429	OTHER 2024 B&B ALLOCATION	000000	3,500.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	22,928.30
FUND 209 BED & BOOZE FUND					TOTAL:	25,667.91

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5053	TELLINGHUISEN, ROGER A.	I-02/14/2024	212-4630-423	MARKETING BID #8 - SB 134 MEAL	000000	310.58
			DEPARTMENT 630	BID 8	TOTAL:	310.58
			FUND 212	BID #8 (Business Improve)	TOTAL:	310.58

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-03/05/24 - A	213-4630-423	MARKETING BILL LIST THRU 3/5/24-BID 1-6	000000	27,036.55
					DEPARTMENT 630 BID	TOTAL: 27,036.55
					FUND 213 BID #1-6 (Business Imprv)	TOTAL: 27,036.55

3/19/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0039	SD STATE HISTORICAL SOC	I-CB-1401	215-4572-235	VISITOR MGMT 2024 CONFERENCE SPONSORSHIP	000000	1,500.00	
01-0475	DEADWOOD CHAMBER & VISI	I-032724	215-4572-215	VISITOR MGMT INFO CENTER	000000	38.12	
		I-032724	215-4572-210	VISITOR MGMT HPC MARKETING	000000	39,793.41	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	41,331.53
01-0451	RUNGE, MIKE	I-030524	215-4573-335	HIST. INTERP. POSTAGE- MICROFILMS TO DOCUTEK	000000	14.55	
01-1668	ESRI	I-4616744	215-4573-340	HIST. INTERP. 2024 GIS SOFTWARE MAINT - HP	000000	10,915.00	
01-1786	PETTY CASH/HISTORIC PRE	I-031324	215-4573-335	HIST. INTERP. SUPPLIES/SKEWERS, POSTAGE	000000	54.04	
01-3584	FASSBENDER COLLECTION	I-022924	215-4573-385	HIST. INTERP. 2024 FASSBENDER COLLECTION OP	000000	20,000.00	
01-4625	FIB CREDIT CARDS	I-022924	215-4573-335	HIST. INTERP. THIFTBOOKS- SHARK'S FINS	000000	9.96	
		I-022924	215-4573-325	HIST. INTERP. SMITHSONIAN MAGAZINE 2024	000000	49.00	
01-4776	MOVETTE FILM TRANSFER	I-BB23679	215-4573-335	HIST. INTERP. DWD CHAMBER VIDEO	000000	59.10	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	31,101.65
01-0039	SD STATE HISTORICAL SOC	I-031924	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT- SDHSF	000000	10,000.00	
01-0776	ALBERTSON ENGINEERING,	I-20187	215-4575-515	GRANT/LOAN RE 74 VAN BUREN RETAINING WALL	000000	1,000.00	
		I-20188	215-4575-515	GRANT/LOAN RE 33 1/2 JACKSON RETAINING WALL	000000	600.00	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	11,600.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-422028	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00	
01-2394	GUNDERSON, PALMER, NELS	I-131277	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	840.00	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	1,855.00

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-679 - 2024	215-4577-755	CAPITAL ASSET BID NOTICE-74 VAN BUR/RET.WALL	000000	33.19
		I-680 - 2024	215-4577-755	CAPITAL ASSET BID NOTICE-10 DENVER RET.WALL	000000	32.32
01-0776	ALBERTSON ENGINEERING,					
		I-20186	215-4577-755	CAPITAL ASSET 10 DENVER RETAINING WALL	000000	800.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						865.51
01-0039	SD STATE HISTORICAL SOC					
		I-0324-1	215-4641-427	TRAVEL ANNUAL CONFERENCE- DIEDE	000000	140.00
		I-0324-2	215-4641-427	TRAVEL ANNUAL CONFERENCE- DAR	000000	140.00
		I-0324-3	215-4641-427	TRAVEL ANNUAL CONFERENCE- KUCHENBECKE	000000	140.00
		I-0324-4	215-4641-427	TRAVEL ANNUAL CONFERENCE- RUNGE	000000	140.00
		I-0324-5	215-4641-427	TRAVEL ANNUAL CONFERENCE- ANFINSON	000000	140.00
01-0776	ALBERTSON ENGINEERING,					
		I-20184	215-4641-422	PROFESSIONAL WELCOME CENTER TRAIL RECON	000000	1,018.78
		I-20191	215-4641-422	PROFESSIONAL TOOTSIE HISTORIC SIGN	000000	300.00
01-1331	SD MUNICIPAL LEAGUE					
		I-200000419	215-4641-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	20.00
		I-200000473	215-4641-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	20.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024548	215-4641-425	REPAIRS WINDSHIELD REPAIR-KUCHENBECKER	000000	69.99
01-1786	PETTY CASH/HISTORIC PRE					
		I-031324	215-4641-422	PROFESSIONAL LC REG OF DEEDS	000000	20.00
		I-031324	215-4641-426	SUPPLIES POSTAGE	000000	29.64
		I-031324	215-4641-427	TRAVEL SD CAPITAL CAFETERIA- WATER	000000	9.68
01-3314	CENTURY BUSINESS PRODUC					
		I-721511	215-4641-428	UTILITIES KYOCERA/3051ci	000000	28.63
		I-721512	215-4641-428	UTILITIES KYOCERA/4054ci	000000	169.93
01-4566	ALL ASPECTS INC.LAND SU					
		I-2023-330	215-4641-422	PROFESSIONAL MILLER ST PLAT- D GRAY	000000	3,000.00
01-4625	FIB CREDIT CARDS					
		I-022924	215-4641-426	SUPPLIES USPS- REG MAIL KNUDSON-WOOD	000000	9.92
		I-022924	215-4641-427	TRAVEL HB1149 TRAVEL- MEAL	000000	65.95
		I-022924	215-4641-427	TRAVEL HB1149 TRAVEL- FUEL	000000	2.50
		I-022924	215-4641-427	TRAVEL HB1149 TRAVEL- FUEL	000000	29.91
01-5069	MICROSOFT					
		I-G041093464	215-4641-422	PROFESSIONAL AZURE SUPPORT 020124-022924	000000	690.17
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,185.10

FUND 215 HISTORIC PRESERVATION TOTAL: 92,938.79

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0558	NHS OF THE BLACK HILLS	I-2024-2	216-4653-422	PROFESSIONAL SERVICE CONTRACT 2/24	000000	3,000.00
01-1496	LAWRENCE CO. REGISTER O	I-030624	216-4653-960	CLOSING CO REC SATIS 17 FILMORE BLOOM	000000	60.00
		I-030724	216-4653-960	CLOSING CO REC SAT 55 TAYLOR COOMES	000000	60.00
		I-030824	216-4653-962-01	SPECIAL NEEDS REC FEE 771 MAIN JOSEPH	000000	30.00
		I-031124	216-4653-962-03	WINDOWS GRANT REC FEE 66 TAYLOR RICHERSON	000000	30.00
		I-031224	216-4653-962-03	WINDOWS GRANT REC FEE 29 VAN BUREN SMITH	000000	30.00
01-5051	SODAK TITLE	I-OE-0118-24	216-4653-960	CLOSING CO O&E 850 MAIN GIBBS	000000	120.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	3,330.00
				FUND 216 REVOLVING LOAN	TOTAL:	3,330.00

1/15/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 VENDOR SET: 01
 FUND : 602 WATER FUND
 DEPARTMENT: 330 WATER
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	I-0020330	602-4330-422	PROFESSIONAL (8) 5 GAL BOTTLE WATER/WATER	000000	28.80
01-0539	LEAD-DEADWOOD SANITARY	I-03/01/24 EQR	602-4330-422	PROFESSIONAL FEBRUARY EQR /WATER	000000	18,382.60
01-1331	SD MUNICIPAL LEAGUE	I-200000419	602-4330-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	20.00
01-1589	TEAM LABORATORY CHEMICA	I-INV0039950	602-4330-426	SUPPLIES 35 GAL TERMIN WEEDKILLER/WATER	000000	1,575.00
01-1668	ESRI	I-4616744	602-4330-422	PROFESSIONAL 2024 GIS SOFTWARE MAINT - WT	000000	810.00
01-3736	METERING & TECHNOLOGY S	I-INV4607	602-4330-426	SUPPLIES PLASTIC O-RINGS/WATER	000000	30.90
01-3977	ACE HARDWARE OF LEAD	I-036330	602-4330-426	SUPPLIES WINDSHIELD WASHER/WATER	000000	12.12
		I-036378	602-4330-426	SUPPLIES SLEDGE FIBERGLS HANDLE/WATER	000000	37.79
01-4625	FIB CREDIT CARDS	I-02/29/24 PUB WORKS	602-4330-425	REPAIRS CHRISTIANSON TENSIONER/WATER	000000	411.68
		I-02/29/24 PUB WORKS	602-4330-422	PROFESSIONAL RETURN TENSIONER/WATER	000000	11.40
01-4857	VERIZON CONNECT	I-362000054728	602-4330-422	PROFESSIONAL FEB VEHICLE TRACK/WATER	000000	57.20
01-5178	LEGENDARY ELECTRIC LLC	I-4130	602-4330-425	REPAIRS DEMO OLD-PIPE IN NEW HEATER/WT	000000	1,428.57
		I-4131	602-4330-425	REPAIRS DEMO OLD-PIPE IN NEW HEATER/WT	000000	1,428.57
DEPARTMENT 330 WATER					TOTAL:	24,234.63
FUND 602 WATER FUND					TOTAL:	24,234.63

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-773 - 2024	607-4580-423	PUBLISHING & ORD.#1394 - MT.MORIAH	000000	14.07
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 14.07
					FUND 607 HISTORIC CEMETERIES	TOTAL: 14.07

01/13/2024 9:39 AM
 PACKET: 06550 COMBINED - 3/19/24
 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
01-0418	BLACK HILLS PIONEER	I-772 - 2024	610-4360-423	PUBLISHING ORD.#1393 - PKG METER RATE	000000	33.97
01-1049	LEAD-DEADWOOD YOUTH SOC	I-03/06/2024	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-1331	SD MUNICIPAL LEAGUE	I-200000419	610-4360-427	TRAVEL SDML DIST.10 ANNUAL MTG	000000	20.00
01-1964	TWIN CITIES & AREA SENI	I-02/28/2024	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	800.00
01-3346	MONUMENT HEALTH	I-700000832022024	610-4360-422	PROFESSIONAL IMMUNIZATIONS - P&T	000000	250.00
01-4657	LDHS TRACK CLUB	I-03/12/2024	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-4766	IPS GROUP INC	I-INV94802	610-4360-422-02	PROFESSIONAL CC TRANS-WRIELSS FEES/P&T	000000	1,555.08
		I-INV94905	610-4360-422-02	PROFESSIONAL CC PYMT GATEWAY FEES/P&T	000000	1,032.50
		I-INV94905	610-4360-422	PROFESSIONAL PEMS FEES-PTMS FEES/P&T	000000	4,604.88
01-4913	HOMESTAKE OPERA HOUSE	I-02/27/2024	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-4916	LEAD-DEADWOOD AAU WREST	I-03/06/2024	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
DEPARTMENT 360 PARKING/TRANSPORTATION					TOTAL:	10,296.43
01-1668	ESRI	I-4616744	610-4361-422	PROFESSIONAL 2024 GIS SOFTWARE MAINT - PT	000000	5,725.00
01-4036	SCOTT PETERSON MOTORS O	I-5017437	610-4361-425	REPAIRS IGNITION-WIRE ASSY-PLUG/TROLLE	000000	357.01
01-4347	VERIZON CONNECT NWF, I	I-OSV000003257495	610-4361-422	PROFESSIONAL FEB DATA CONNECT SRVC/TROLLEY	000000	92.95
01-4711	AMAZON CAPITAL SERVICES	I-1WLQ-KRLF-4D1M	610-4361-426	SUPPLIES (8 PCS) DECK POST BASE/TROLLEY	000000	75.99
DEPARTMENT 361 TROLLEY DEPARTMENT					TOTAL:	6,250.95
01-0429	BLACK HILLS ENERGY	I-POWER 02/28/24	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	28.14

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE CHICAGO	I-871295154	610-4362-422	PROFESSIONAL FEB ELEVATOR MAINT/REC	000000	185.53
					DEPARTMENT 362 BROADWAY GARAGE	TOTAL: 213.67
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 16,761.05

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-FEB-031524	722-2190	AMOUNTS HELD SALES TAX DUE FOR FEB '24	000000	2,796.95
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 2,796.95
				FUND	722 SALES TAX AGENCY	TOTAL: 2,796.95

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-03/12/2024	723-4000-429	OTHER CITY SLOTS, PYMT 9, YEAR 3	000000	29,829.55
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	29,829.55
FUND 723 NICKEL SLOT PAYMENT AGNCY					TOTAL:	29,829.55

PACKET: 06550 COMBINED - 3/19/24

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-2/2/24	725-4000-429	OTHER EXPENSE LOAN# 8200017030 - TIF #8	000000	2,896.80
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	2,896.80
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	2,896.80
					REPORT GRAND TOTAL:	420,070.09

ELEMENTARY SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 25th day of March, 2024, 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, 2024.

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 2024. **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: _____
Suzanne Rogers, School Board President

ATTEST:

Margie Rantapaa, School Business Manager

**RESOLUTION 2024-07
BRIDGE REINSPECTION PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Deadwood is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire Interstate Engineering (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 18th day of March, 2024, at Deadwood, South Dakota.

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

**RESOLUTION NO. 2024-08
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus and be sold at public online auction conducted by a licensed auctioneering service.

1998 Spartan LT1-MZ100 - VIN# 4S7AW4293WCO26944

Dated this 18th day of March, 2024.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

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



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

MEMORANDUM

Date: March 18, 2024
To: City Commission
From: Kevin Kuchenbecker,
 Planning, Zoning and Historic Preservation Officer
Re: Approve subscription service - Deckard Technologies

The Planning & Zoning Office is requesting permission to switch providers of our third-party services in assisting the City of Deadwood track, monitor and enforce the short-term rentals within the city limits. Currently, we are in the final months of a three-year contract with Harmari at a cost of \$5,000.00 annually.

Recently, staff had a demonstration from Deckard Technologies on their services to assist municipalities with monitoring, reporting and enforcement of short-term rentals. Staff was impressed with the additional platforms which they mine for which appears much more robust than Harmari. The useability and reporting abilities of Deckard also appear more user-friendly. On top of these benefits, the cost savings results in a \$2,000.00.

If approved City Commission we will begin the build-out with Deckard Technologies during the last few weeks of our contract with Harmari and therefore, not have a lapse in the monitoring of the short-term rentals.

This office is requesting approval to switch our subscription agreement from Harmari to Deckard Technologies for third-party monitoring service of short-term rentals. Target date for transfer of services from Harmari to Deckard is May 1, 2024. Transfer of services would cost \$3,000 per year resulting in cost savings of \$2,000.

Planning and Zoning Commission reviewed this matter and recommended approval on March 6, 2024.

Recommended Motion:

Approve subscription agreement with Deckard Technologies for third-party monitoring service of short-term rentals.



Rob Piskowski
Sales Director
(586) 215-3934
rob@deckard.com

FEBRUARY 12, 2024

PRICE PROPOSAL

for the
City of **Deadwood**, SD

SHORT-TERM RENTAL ("STR") INVENTORY, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by



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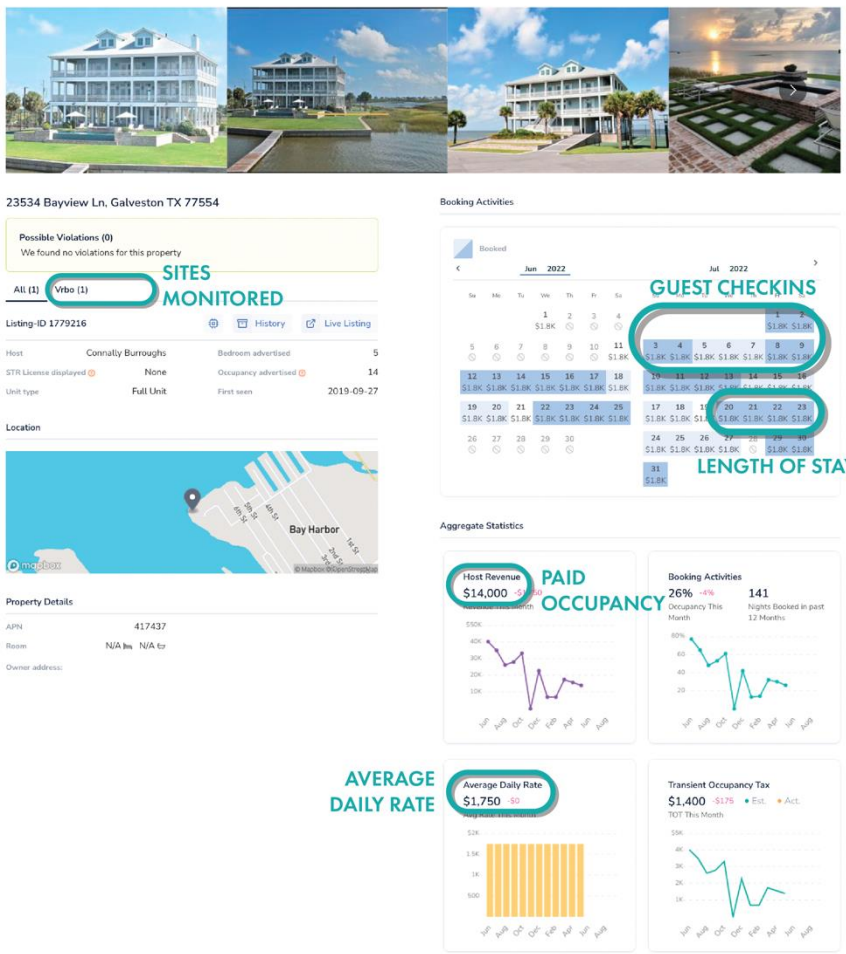
Optional products 12

EXECUTIVE SUMMARY

Rentalscape Short Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within the City of Deadwood, the Rentalscape platform identifies the exact address of the STR listings within the City limits, enabling accurate display of STR activity within the City and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.

About Rentalscape



Deckard’s Dashboard management platform for STR will discover, identify, and efficiently present all STR activity in the City of Deadwood, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification.

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

FIGURE 1: Rentalscape Property card



Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in the City of Deadwood. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the City and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history, availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

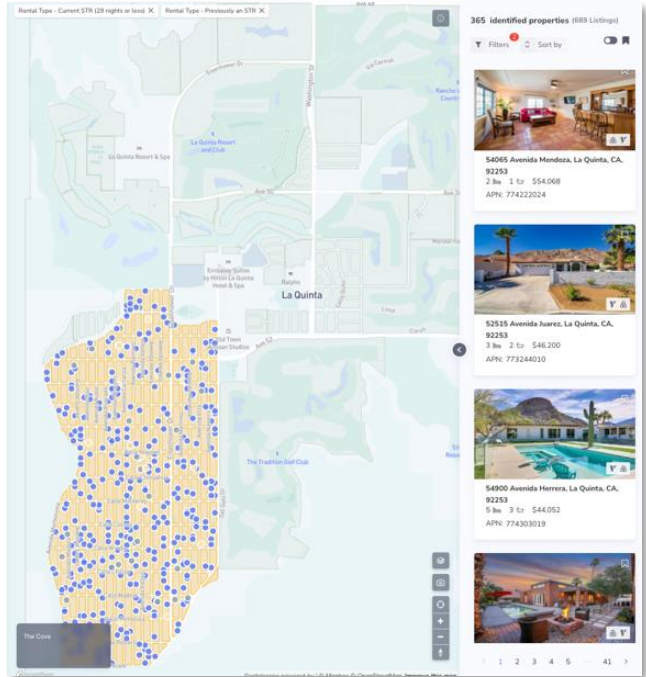


FIGURE 2: Rentalscape Map

In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

REFERENCES

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

REFERENCES

- **Happy Valley Adventure Bureau (Centre County, PA)**

Fritz Smith, EXECUTIVE DIRECTOR
fritzs@happyvalley.com
800-358-5466
Rentalscape

- **City of Westminster, CO**

Aric Otzelberger, OPERATIONS MANAGER
aotzelbe@cityofwestminster.us
303-658-2122
Rentalscape

- **Town of Mount Pleasant, SC**

Jane Yager-Baumrind, PLANNING & DEVELOPMENT
jyager-baumrind@tompsc.com
843-884-1229
Rentalscape, STR Registration Portal

- **City of Galveston, TX**

Bryson Frazier, CHIEF FINANCIAL OFFICER
bfrazier@galvestonparkboard.org
409-797-5137
Rentalscape, Registration/Permit Portal, Tax Portal, 24/7 Complaint & Online Form

PROPOSED PRODUCTS

THE RENTALSCAPE PORTAL

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Deadwood ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the City ordinance. **Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.



Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in the City of Deadwood.

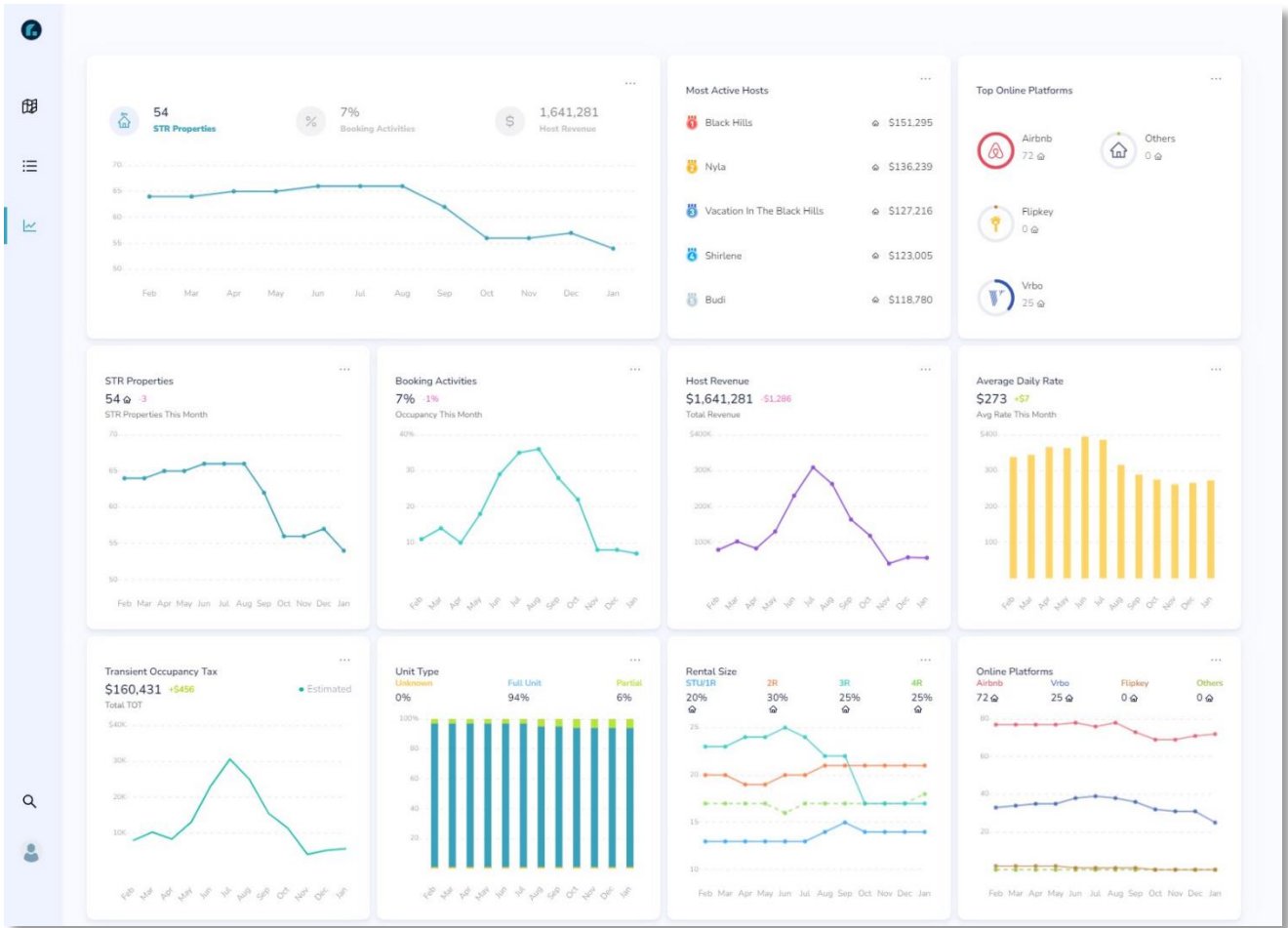


FIGURE 3: **Rentalscape** the City of Deadwood Dashboard Example

IMPLEMENTATION & TRAINING

Implementation is on your timeline!! Upon Contract signing, Deckard will assign the City of Deadwood a Dedicated Account Manager, who will work with the City to develop “best practices” based on Deckard’s experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with City staff as requested.

And since Rentalscape is Cloud Based, no hardware or software is installed!

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

Sample Timeline



FIGURE 4: Sample Timeline for Rentalscape

PRICING PROPOSAL

Currently, Rentalscape is showing close to **157 live STR listings in the City of Deadwood**. Based on the number of live STR listings, we estimate there are **85+ short-term rental properties in the City**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.





ADDRESS IDENTIFICATION, COMPLIANCE MONITORING & RENTAL ACTIVITY REPORTING	PRICE
<ul style="list-style-type: none"> Estimated 85 properties Identify property address Identify property owner address Real-time reporting of all new listings & daily calendar monitoring 10,000+ Websites monitored Daily, worldwide FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations 	\$3,000 Annually
OUTREACH CAMPAIGN <ul style="list-style-type: none"> Letter campaign to inform STR owners/hosts about compliance requirements and procedures All letter templates will receive City approval pre-campaign Campaign includes one Introductory letter and two additional escalation letters 	\$2,500 (OPTIONAL, but HIGHLY recommended for Maximum Compliance)
STR REGISTRATION PORTAL <ul style="list-style-type: none"> Online, intuitive portal for registration and renewal Fields customizable to meet City needs Pursue delinquent payments from hosts Provide daily reports on new and modified permits 	\$5,000 (OPTIONAL)
TAX PAYMENT PORTAL <ul style="list-style-type: none"> Easy to use online tax payment portal Configurable tax, late fee and interest rates on a per-property basis Provide daily reports on tax payments and remittances to the City 	\$5,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM <ul style="list-style-type: none"> 24/7 US based bi-lingual Call Center with live agents – Classic (see Pg 12 for Detail Information) Online complaint form (Complaint Form only \$2,000) 	\$3,500 (OPTIONAL)
CONSTITUENT PORTAL <ul style="list-style-type: none"> Public facing portal (Link placed on Jurisdiction's website) Permit Data and Responsible Party contact info for STR Property (Standard) 	\$5,000 (OPTIONAL)
REPORTING & ANALYSIS <ul style="list-style-type: none"> On Demand, Dynamic reporting, offering multiple ad hoc reports Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER <ul style="list-style-type: none"> Single Point of Contact for City staff for all matters Ensures the City is following Industry best practices Shepherds the implementation process from start to finish Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS <ul style="list-style-type: none"> No limit on the number of Rentalscape user accounts No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$ 3,000

NOTE – Pricing valid for 90 days

NOTE 2 – Co-operative contracts available. Additional Information available upon request.

OPTIONAL PRODUCTS

STR Registration and Renewal Portal is a configurable system that is customized for each client branding, custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts), collection of documents as required for the STR registration process, STR registration approval portal, configurable STR permit pricing and expiration, collection of any STR permit fees, regular reporting, allows for renewals and updates.

24/7 Complaint Line & Online Form is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US based Call Taker environment. The Call Taker collects the appropriate information (ie address, property owner, type of incident, date of incident, etc) and contacts the designated City contact. Hotline services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the City. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local City contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Rentalscape Online Complaint Form is also available. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is customized with your logo. All complaints are logged and reported to the appropriate staff/department.

Tax Payment Portal can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked. The system is customized for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required. The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. The system generates nightly reports that are delivered to the City, allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Letter Campaign for STR Hosts - Rentalscape will create and send letters to all Identified STR hosts/owners explaining the City's STR ordinances, requirements, and process. The letter templates will be approved by the City staff prior to beginning the mailings. Rentalscape's targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement.

STR Constituent Portal – The Constituent Portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.

Foreclosure/Vacant Property Portal helps government agencies combat blight created by vacant and foreclosed properties! By identifying at risk vacant properties and contacting the responsible party, Rentalscape helps you carry out enforcement to increase compliance with Vacation Property Ordinances.

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
R.C.S. CONSTRUCTION INC. RE: 10 DENVER AVENUE
RETAINING WALL**

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," and R.C.S. Construction Inc. with its principal place of business located at 1314 Fountain Plaza Drive, Rapid City, SD 57709, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 10 Denver Avenue 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 is the owner of the property on which the retaining wall is situated;

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR and provides compensation in the amount of One Hundred Sixty-Two Thousand and 00/100 Dollars (\$162,000.00), for the services set 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 Reconstruction of the Retaining Wall located at 10 Denver Avenue;
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 in indicated;

5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. 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;
8. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
9. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. CONTRACTOR shall fully execute the work described in the Contract Documents;
12. 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;
13. 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.

14. OWNER 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 OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
BRANCH CONSTRUCTION SERVICES, LLC RE: 74 VAN BUREN STREET
RETAINING WALL**

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,” Glenn Fasnacht, owner of 74 Van Buren Street, hereafter referred to as “OWNER” and Branch Construction Services, LLC. with its principal place of business located at 11429 Pass Creek Rd., Custer, SD 57730, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, material, equipment and expertise necessary for the completion of the Demolition and Reconstruction of the retaining wall located at 74 Van Buren Street;

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, OWNER is the owner of the property on which the retaining wall is situated;

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR in the amount of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00); and

WHEREAS, CITY will pay Thirty Five Thousand Nine Hundred Twenty Seven and 00/100 Dollars (\$35,927.00);

WHEREAS, OWNER will pay ten percent (10%) of the assessed value of 74 Van Buren Street in the amount of Nineteen Thousand Five Seventy Three and 00/100 Dollars (\$19,073.00), 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 Reconstruction of the Retaining Wall located at 74 Van Buren Street;
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 keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. 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;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice to Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. CONTRACTOR shall fully execute the work described in the Contract Documents;
12. 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;
13. 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.

- 14. OWNER 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 OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2024

OWNER:

Glenn Fasnacht

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Glenn Fasnacht, known to me to be the person whose name is subscribed to the foregoing instrument 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: _____

Dated this ____ day of _____, 2024.

Branch Construction Services, LLC

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, the owner of Branch Construction Services, 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: _____

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



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

MEMORANDUM

Date: March 15, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: Change Order #1 – 33 ½ Jackson Retaining Wall

RCS Construction has submitted a change order request to Albertson Engineering, Inc. for the 33 ½ Jackson Retaining Wall Project:

- The request is to remove Tyvek and Rigid Insulation and add Asphalt Coating on the retaining wall stairs.

The original project cost is \$196,000.00. Change Order #1 will decrease the project cost \$1,480.00. This will bring the total contract cost to \$194,520.00.

Staff and the project engineer have reviewed the request as submitted.

MOTION:

Move to accept change order number one to decrease the contract amount by \$1,480.00 for removing Tyvek and Rigid Insulation and add Asphalt Coating for the retaining wall stair located at 33 ½ Jackson for a total project cost of \$194,520.00.



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com
3202 W. Main, Suite C
Rapid City, SD 57702
315 N. Main Ave., Suite 200
Sioux Falls, SD 57104
201 S. Monroe St., Suite 203A
Winner, SD 57580

CONSTRUCTION CHANGE ORDER NO. 1

Project: 33 1/2 Jackson Mortar Joint & Concrete Step Repair
AEI Project #: 2023-304
Owner: City of Deadwood
Engineer: Albertson Engineering Inc.
Contract Date: December 4, 2023 (date of Mayor signature)
Date of Issuance: March 12, 2024
Issued to: RCS Construction, PO BOX 9337, Rapid City, SD 57709
Distribution to: Owner Engineer Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

- 1. As per attached RFP#1.

Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CONTRACT STATUS:

The Original Contract Sum	\$196,000.00
Net Change by Previously Authorized Change Orders	\$ --
Contract Sum Prior to This Change Order	\$196,000.00
Contract Sum Increase Per This Change Order	\$ -1,480.00
New Contract Sum Will Be	\$194,520.00

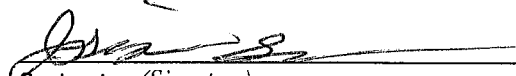
The Contract Time Will Be unchanged with final completion by June 15, 2024.

AUTHORIZED SIGNATURES

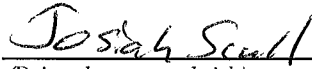
The persons executing this Agreement hereby represent that they have authorization to sign

Owner (Signature)

(Printed name and title)



Contractor (Signature)




(Printed name and title)

CITY OF DEADWOOD

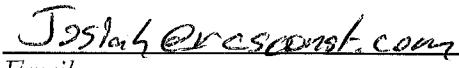
Date

Email

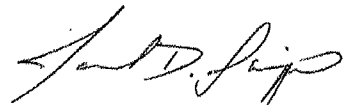
RCS CONSTRUCTION



Date



Email



Engineer (Signature)

Jared Schippers, PE, Principal

(Printed name and title)

Albertson Engineering Inc.

3/12/2024

Date

jared@albertsonengineering.com

Email



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner



March 12, 20224

Albertson Engineering, Inc.
Jared Schippers, PE
3202 W. Main Street
Rapid City, SD 57702

RE: 33.3 Jackson Street
Change Proposal #01 – Bituminous Coating at Stairs

Dear Jared,

Enclosed, please find our proposal cost summary per the requested RFP #1.

No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull

Josiah Scull
Project Manager
R.C.S. Construction, Inc.

CC: File

Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-9337
Phone (605) 342-3787 • Fax (605) 348-4041

www.resconst.com



R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 33.3 Jackson St

RFP #1 Remove Tyvek, Insulation add Bituminous Paint

Date: 3/12/2024

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 RCS Construction, Inc. Supervision/Project Mangement		\$0.00		
2 Remove Tyvek and Rigid Insulation	-\$680.00	-\$1,000.00		
3 Add Asphalt Coating	\$190.00	\$500.00		
4				
5				
Subcontractors/ Suppliers:				
1				
2				
3				
4				
5				
Taxes - Material - Equip 6.5%	-\$31.85		\$0.00	
Labor Markup incl%		-\$125.00		
TOTALS:	-\$521.85	-\$625.00	\$0.00	\$0.00

RECAP

Material	-\$521.85
Labor	-\$625.00
Equipment	\$0.00
Subs	\$0.00
Subtotal	-\$1,146.85

GC - Overhead 15%	-\$172.03
Subtotal	-\$1,318.88

GC - Profit 10%	-\$131.89
Subtotal	-\$1,450.77

Insurance 0.00%	\$0.00
Subtotal	-\$1,450.77

Excise Tax 2.04%	-\$29.61
-----------------------------	----------

TERO/Solid Waste 5.00%	\$0.00
------------------------	--------

Net Increase or Decrease	-\$1,480.38
---------------------------------	--------------------

RECAP

Contractor Costs	-\$1,480.38
Subcontractor Costs	\$0.00
Net Increase or Decrease	-\$1,480
Change in Working days	NA

Signed: *Josiah Scull*
 Josiah Scull, Project Manager
 R.C.S. Construction



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

3202 W. Main, Suite C
Rapid City, SD 57702

315 N. Main Ave., Suite 200
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A
Winner, SD 57580

REQUEST FOR PROPOSAL

OWNER:
City of Deadwood
108 Sherman St
Deadwood, SD 57732

PROJECT: 33 ½ Jackson Mortar Joint &
Concrete Step Repair

PROPOSAL REQUEST NO: 1

TO CONTRACTOR:
RCS Construction
PO Box 9337
Rapid City, SD 57709

DATE OF ISSUANCE: March 8, 2024

CONTRACT FOR: All Work

AEI PROJECT NO: 2020-096.1

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

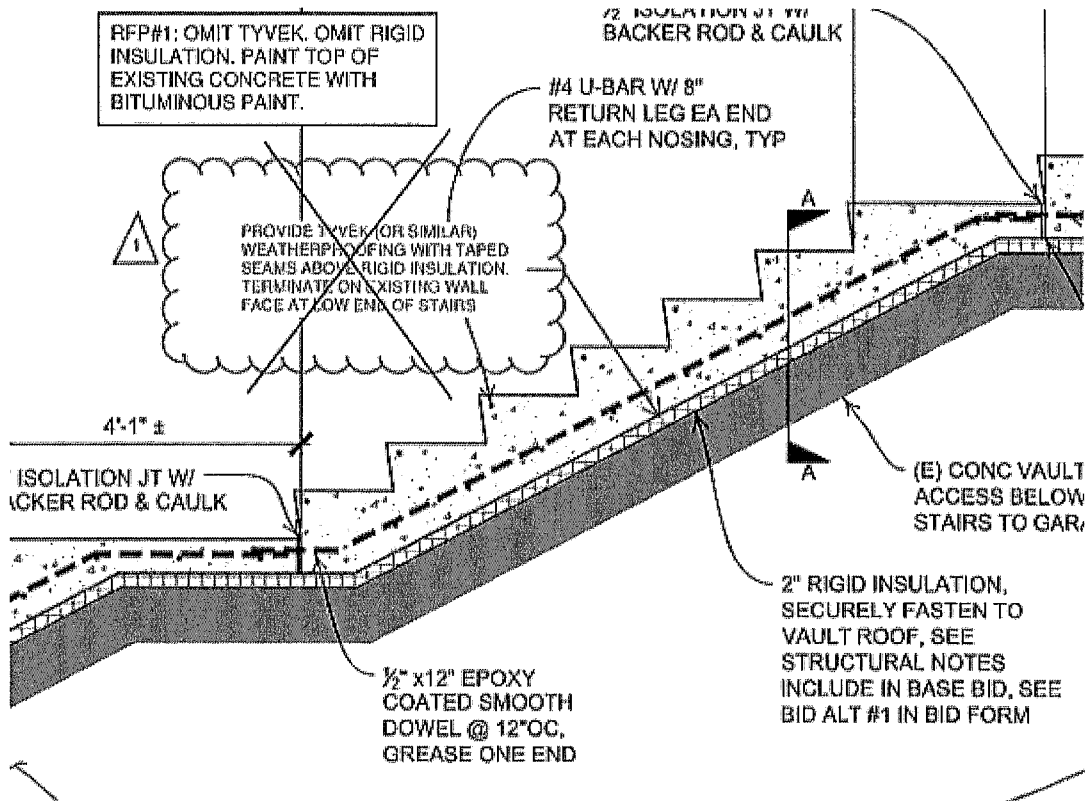
Description:

1. See attached sketch:

REQUESTED BY:
Jared Schippers, PE
Albertson Engineering, Inc
jared@albertsonengineering.com

ATTACHMENT

1. Sketch of marked-up detail from Addendum 1.



END OF RFP#1



Albertson Engineering Inc.

605-343-9606
www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner

APOC[®]**139 RUBBERIZED ASPHALT COATING & ADHESIVE****TECHNICAL DATA SHEET****DESCRIPTION:**

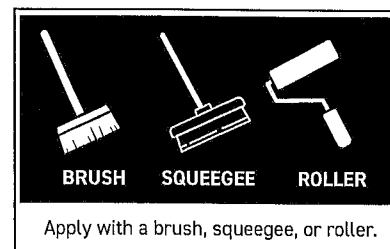
APOC 139 Rubberized Asphalt Coating & Adhesive is a unique fiber-reinforced rubberized coating and adhesive designed for sealing a variety of surfaces. This product cures to form a tough, flexible coating and bonding adhesive. APOC 139 can be used to protect coating applications for new and existing roof systems, bond roof plies in built-up systems, adhere mod-bit rolls and dampproof foundation and concrete walls. For maximum performance APOC 139 requires a top coating of either gravel, granules or compatible APOC reflective roof coating. APOC 139 exceeds performance requirements of ASTM D3019, TYPE III. **USE ONLY IN EXTERIOR, WELL VENTILATED AREAS.**

PREPARATION:

All surfaces must be clean, dry, have proper drainage and free of surface rust, dust and any other foreign matter or debris. It is recommended that gravel surfaced asphalt roofs be primed using APOC 103 or comparable asphalt primer. Mix using a power mixer before use. For best results in colder weather, product should be stored at ambient temperatures 65°F (18°C) to 80°F (26°C) at least 24 hours prior to application.

APPLICATION:

Use only in exterior, well ventilated areas. Do not heat or thin. Follow recommended safety precautions. Apply using a smooth blade squeegee on gravel surfaces and a brush or notched blade squeegee for smooth/granular surfaces. Work material back and forth ensuring all pinholes are sealed. If a second coat is required, apply perpendicular to first coat. Application to roof with slopes of 1/8" in 12 or greater may cause material to run or drip. For roofs with slope greater 1/8" in 12, reduce application rate as required. Test prior to application. Avoid foot traffic once applied. APOC 139 must age a minimum of 60 days before applying reflective coatings. Cannot use as an adhesive for APP membranes or with PE backing.

**TYPICAL PHYSICAL & PERFORMANCE CHARACTERISTICS:**

Weight Per Gallon	8.4-8.7 lb/gal
Solids by Weight	71-75%
Permeability (ASTM D1653)	< 5 Perms
Surface Temperature	40 °F - 120 °F
Tensile Strength (ASTM D2370)	250 psi. min.
Flammability	105 °F
Skin Over (50% Relative Humidity, 70°F)	4 - 8 hours
Full Cure (50% Relative Humidity, 70°F)	90 days

Approx. Shipping Weights:

(Note: All approx. weights include container)

1 gallon (3.78L)	9 lb.
5 gallons (18.9L)	45 lb.

VOC: <300 g/L (regulatory)**COVERAGE RATE:***(May vary depending on texture of surface)***Adhesive:** 1 - 1.5 gal. per 100 sq. ft.**Roof Coatings:** Smooth/granulated surfaces: 3-5 gal. per 100 sq ft.

Flat gravel surfaces: 8-12 gal. per 100 sq ft.

Foundation: 1-1.5 gal per 100 sq. ft.

Multiple coats may be required.

CLEAN-UP:

With paint thinner or mineral spirits.

PRECAUTIONS:

Do not handle until all safety precautions have been read and understood. Obtain special instructions before use. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. Do not eat, drink or smoke when using this product. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting/intrinsically safe equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist/vapors/spray. Wear protective gloves, protective clothing, eye protection and face protection. Use in a well-ventilated area. Avoid release to the environment. Wash all exposed external body areas thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace. **KEEP OUT OF REACH OF CHILDREN.** Contains bitumen, white spirits, petroleum distillates, gilsonite, crystalline silica, titanium dioxide and other

Gardner-Gibson, Inc.4161 East 7th Avenue, Tampa, FL 33605
1.800.237.1155 | www.icpgroup.com | D23

APOC[®]**139 RUBBERIZED ASPHALT
COATING & ADHESIVE****TECHNICAL DATA SHEET****PERSONAL PROTECTIVE
EQUIPMENT****EYEWEAR****PROTECTIVE
CLOTHING****GLOVES**

solvents and additives. If exposed or concerned get medical advice. IF SWALLOWED Immediately call a POISON CENTER/doctor/physician/first aider. Do NOT induce vomiting. IF INHALE Remove person to fresh air and keep comfortable for breathing. IF ON SKIN: Wash with plenty of soap and water. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. In case of fire: Use alcohol resistant foam or normal protein foam to extinguish. Collect spillage. Take off contaminated clothing and wash it before reuse. Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool. Dispose of contents/container to authorized hazardous or special waste collection point and in accordance with applicable local/national/regional/international regulations. SEE SAFETY DATA SHEET. Not for sale or distribution in California and other states. See VOC content for applicability.

STORAGE & HANDLING PRECAUTIONS:

Before handling, read product safety data sheets and container labels for safe use and for physical and health hazard information.

WARRANTY AND DISCLAIMER:

LIMITED WARRANTY AND DISCLAIMER: APOC warrants product to be free of material defects for a period of 1 year, the "Warranty Period", from the date of purchase. Product must be applied in accordance with the proper application procedures, and for the intended use as stated on the label. Proper preparation and drying conditions must be observed to achieve correct results. Should a product not perform as stated, APOC shall, within its sole discretion and upon receipt of purchaser's timely written notice within the Warranty Period, provide replacement product to repair the affected area or prorate a portion of the purchase price of the defective product based on the claim period. This limited warranty does not cover labor or installation costs, consequential damages or incidental damages. Under no circumstances will the company be liable for any amount in excess of the product purchase price. Contact company below to request a refund with purchase receipt. There are no warranties which extend beyond the description on the face hereof. THIS LIMITED WARRANTY IS THE SOLE WARRANTY PROVIDED BY APOC TO THE PURCHASER. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE PROVIDED WITH THIS PRODUCT.



**METERING AND
TECHNOLOGY
SOLUTIONS**

*Water
4/26*

INVOICE

Metering And Technology Solutions
P.O. Box 22088
Eagan, MN 55122

DATE:

3/1/2024

INVOICE #:

INV4576

BILL TO

EMAIL INVOICES
City of Deadwood
Deadwood SD 57732
United States

SHIP TO

City of Deadwood
67 Dunlop Ave
Deadwood SD 57732
United States

SALES REP	PO #	DUE DATE	TERMS
Farrell Anderson	verbal Cory	4/15/2024	Net 45

ITEM	DESCRIPTION	QTY	BACKORDERED	RATE	AMOUNT
RP25PLASHOU SINGBOTTOM	34529-001 M25 PLASTIC Housing Bottom	2	10	\$8.00	\$16.00
RP25BOTTOM GASKET	11071-033 M25 Housing Bottom Gasket	12	0	\$2.00	\$24.00
UGHRELCDTT2 5	M25 Gallon 9 Dial HRE-LCD; 25' Twist Tight Wire	12	0	\$102.00	\$1,224.00
UGORIONME0 8TT	Orion ME Module; 8" Twist Tight; 64394-020 Wall Mount Bracket	12	0	\$174.00	\$2,088.00
Shipping	Shipping	1		\$28.26	\$28.26



Metering And Technology Solutions
P.O. Box 22088
Eagan, MN 55122

INVOICE

DATE:

3/1/2024

INVOICE #:

INV4576

SUBTOTAL	\$3,380.26
TAX TOTAL	\$0.00
TOTAL	\$3,380.26
AMOUNT PAID	\$0.00
AMOUNT DUE	\$3,380.26

Your Single Source Service Provider



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

November 10, 2023

QUOTE NUMBER: Q2306137

DEREK FARLEY

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

LORNIE STALDER

CITY HALL/PLANNING/ZONING
108 SHERMAN STREET
DEADWOOD, South Dakota
57732

Proposal

Subject: DEADWOOD REC CENTER - WARRICK LOW WATER LEVEL SYSTEM REPLACEMENT

Lornie Stalder,

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

Inclusions:

DEADWOOD REC CENTER - WARRICK LOW WATER LEVEL SYSTEM REPLACEMENT

- Remove existing Warrick Low Water Level System and dispose.
- Furnish and install all parts removed with new.
- Includes Warrick Control Relay & Housing, (1) Electrode Flanged Fitting, (3) Electrode Rods, (1) 120V Solenoid
- All Labor, Materials, Equipment are included for the repair.

Exclusions:

Excludes any materials or services not listed above. If Electrical System modifications / new outlet are require, to be provided by others.

Clarifications:

Quoted as Time & Materials

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a TIME AND MATERIAL BASIS for the ESTIMATED net sum of

FOUR THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS....\$4,179.00

Terms and Conditions

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

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

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

Respectfully Submitted,

Derek Farley
PM Sales

Rasmussen Mechanical Services

Phone:
Mobile: +1 6054302554
Email: derek.farley@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: CITY
HALL/PLANNING/ZONING

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2306137

Date of Acceptance

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this _____ day of _____, 20____, by and between **City of Deadwood, "GRANTOR"** and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least **10** feet on either side of the power line. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows
: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

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

David R. Ruth, Mayor
City of Deadwood
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF LAWRENCE)

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

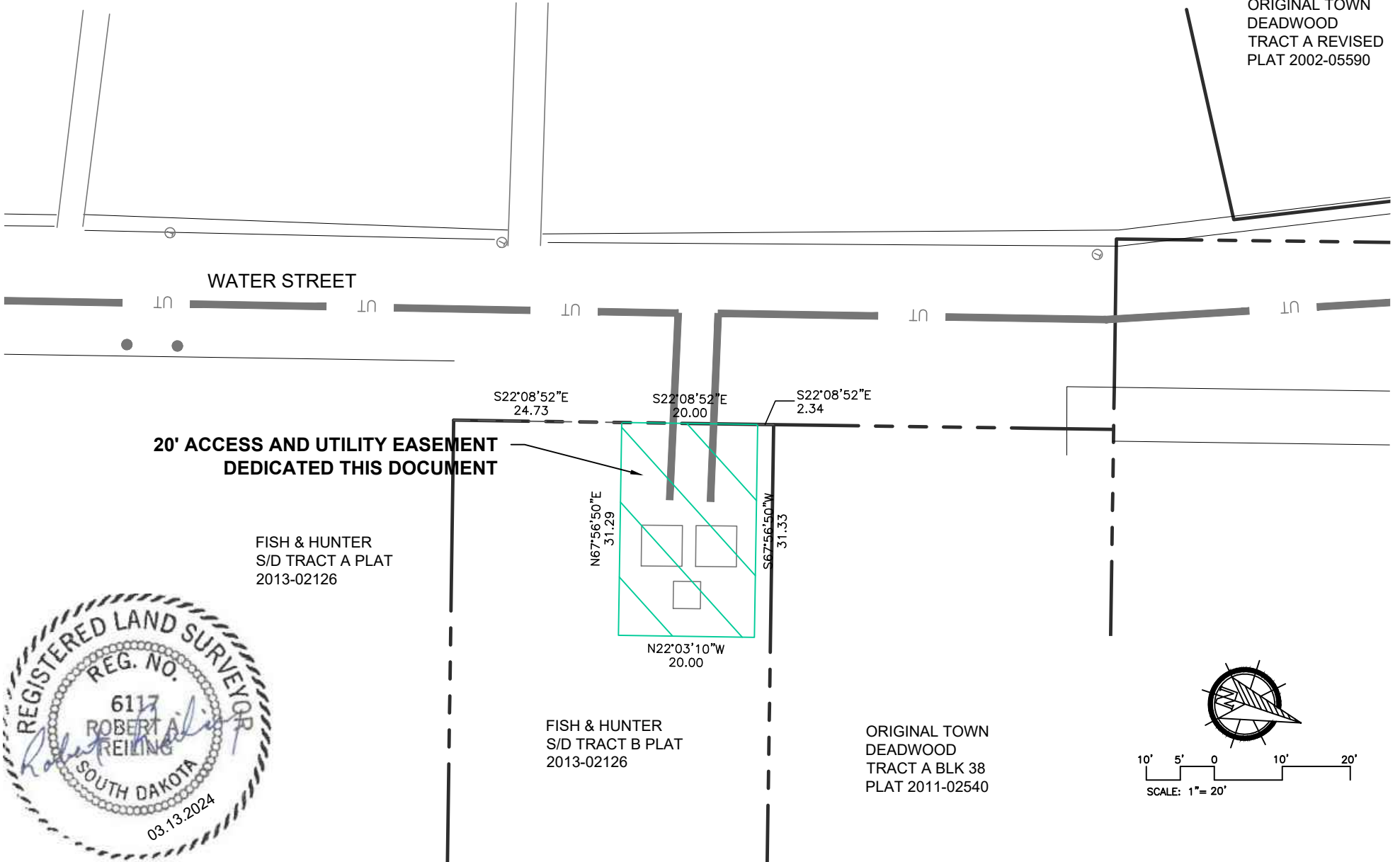
ATTEST

Jessica McKeown
Finance Officer

EXHIBIT "A"

20' ACCESS AND UTILITY EASEMENT FISH & HUNTER S/D TRACT B PLAT 2013-02126 DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

ORIGINAL TOWN
DEADWOOD
TRACT A REVISED
PLAT 2002-05590

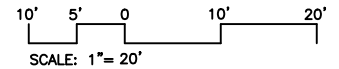
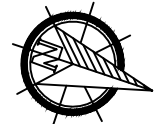


**20' ACCESS AND UTILITY EASEMENT
DEDICATED THIS DOCUMENT**

FISH & HUNTER
S/D TRACT A PLAT
2013-02126

FISH & HUNTER
S/D TRACT B PLAT
2013-02126

ORIGINAL TOWN
DEADWOOD
TRACT A BLK 38
PLAT 2011-02540



PREPARED BY:

TDG

Towey Design Group, Inc. * 475 Villa Drive, Suite #3 * Box Elder, SD 57719 * Phone 605.600.3758

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



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

MEMORANDUM

Date: March 15, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 150th Anniversary of Custer Expedition and Black Hills Gold Rush
 Sponsorship Request

The Custer County Historical Society and the Case Library of Western Historical Studies are sponsoring the "150th Anniversary Commemoration" of the Custer Expedition and the start of the Black Hills Gold Rush. The activities will take place on Sunday, July 21, 2024 and will be free to the public. They are requesting sponsorship from the Deadwood Historic Preservation Commission for this event.

Staff has met with Dr. David Wolff and Paul Horsted who are the two main organizers for this historic event. While this is only a one-day event, they are planning numerous educational experiences as part of the celebration. The Custer Expedition begins the gold rush to the Black Hills and leads to the formation of Deadwood.

The Historic Preservation Commission reviewed this request at their March 13, 2024 meeting and recommend sponsoring \$2,500 for this event to be paid out of the Public Education line item.

Recommend Motion: *Move to fund the 150th Anniversary Commemoration of the Custer Expedition and the start of the Black Hills Gold Rush Event in the amount of \$2,500 to be paid out of the Public Education line item.*

February 29, 2024

An Invitation to the Deadwood Historic Preservation Commission to Sponsor:

A 150th Anniversary Commemoration of the Custer Expedition
and the Start of the Black Hills Gold Rush.

In 1874, the Custer Expedition explored the Black Hills and discovered gold along French Creek, igniting the Black Hills Gold Rush. Recognizing the importance of these events and the changes they brought, the Custer County Historical Society and the Case Library for Western Historical Studies are sponsoring a "150th Anniversary Commemoration." The activities will take place on Sunday, July 21, 2024 and will include presentations, demonstrations, and self-guided tours.

A tentative program includes Paul Hosted speaking on the Custer Expedition, David Wolff speaking about the Gold Rush, and a person of Lakota ancestry speaking on behalf of the Native perspective. The presentations are planned for the Custer High School auditorium. Attendees will also tour the Expedition's permanent camp site and the Gordon Stockade to enjoy re-enactors, 7th Cavalry-style musicians, a historic photography demonstration, and a gold panning display. A handout will be available that will include a self-guided tour of several sites, including the locations of Custer's tent and of Illingworth photograph sites.

The event will be open to the public at no charge. In order to help cover the expenses, which will be many and include everything from travel expenses for the re-enactors to portable toilet rentals, the organizers are seeking sponsors.

Sponsorship levels include:

Benefactor: \$2500

Patron: \$1000

Supporter: \$100

Donor: \$50

Beyond the listed sponsorship levels, any amount will be appreciated, including donations from attendees.

Sponsors will be recognized in promotional literature, on signage, during the presentations, and on event handouts.

Thank you for your consideration.

Please direct any questions to:

David Wolff, davidwolff@spe.midco.net

Paul Horsted, paul@paulhorsted.com

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on April 10, 2024, for elevator Modernization/Cab-Entrance Replacement. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 15, 2024 at the City Commission meeting at 102 Sherman Street, Deadwood, SD.

Plans and specifications for the project as well as appointment for walk through may be obtained by calling 605-722-2082, Justin Lux, Parking and Transportation Director, 108 Sherman Street, Deadwood, SD 57732.

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

Bids will be sealed and marked **ELEVATOR-Broadway Parking Ramp**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

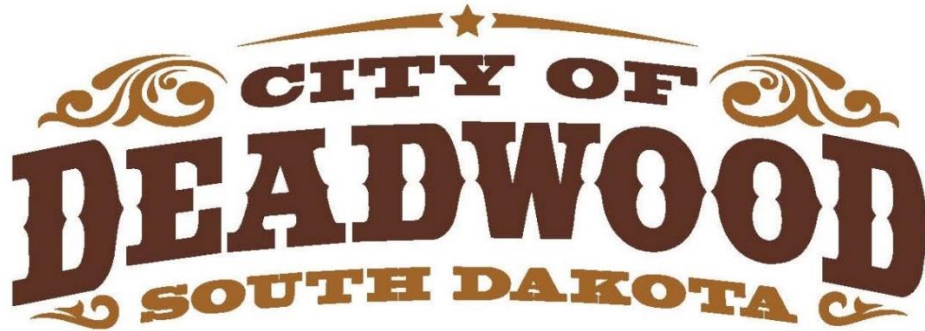
Dated this 18th day of March, 2024

Jessicca McKeown
Finance Officer

Publish Black Hills Pioneer: March 21 and 28, 2024.

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.



**Request for Bids
For Elevator Modernization/ Cab-Entrance
Replacement - 2024**

Broadway Parking Structure Passenger Elevator

**BID OPENING:
April 10, 2024-----2:00 P.M.**

**SINGLE POINT OF CONTACT AND PROJECT POINT
OF CONTACT**

**Justin Lux
Parking & Transportation
(605) 578-2082
justin@cityofdeadwood.com**

Request for Bids
For Elevator Modernization/ Cab-Entrance Replacement
Broadway Parking Structure Passenger Elevator

Introduction

The City of Deadwood (COD) in Deadwood, South Dakota is requesting proposals for the modernization and cab-entrance replacement of a passenger elevator located in the Broadway Parking Structure at 630 Broadway Avenue, Deadwood, South Dakota 57732.

Background

The Broadway Parking Structure was constructed in 1996. It has four levels serviced by three sets of stairs. It is serviced by one elevator on the northeast corner of the structure. It is a cement structure with a brick veneer. The Broadway Parking Structure facilitates parking for approximately 90,000 vehicles annually.

This RFP is divided into the following sections:

Introduction

Background

Call for Bids

General Provisions

Bid Form

General Specifications

Original Design Documents

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Call for Bids

Each bid shall be submitted on the bid form in this packet with required appendices. The following elements must be included in each bid:

1. Qualified individuals or firms are invited to submit their bid in writing to the Single Point of Contact (SPOC) for this solicitation:

Contact: Justin Lux
 City of Deadwood
 Parking & Transportation
 Address: Director
 108 Sherman St
 Phone: Deadwood SD 57732
 605-578-2082
 Email: justin@cityofdeadwood.com

Please address the bid to the SPOC above and title your email as: ***RFB Response – Broadway Ramp Elevator Modernization/Cab-Entrance Replacement***

2. Bids must be received to the COD by the 2:00 pm on April 10, 2024 specified.
3. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided
4. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
5. A Bid that is in the possession of the COD may be altered, provided it is received prior to the time and date of the bid opening. It is the bidder's responsibility to confirm receipt of this alteration by the SPOC.
6. A Bid that is in the possession of the SPOC may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
7. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
8. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
9. Payments will be made monthly for completed progress for that period.
10. Final payment will be made after the acceptance of all work.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

11. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall assume forfeiture of the bid bond.

12. COD hereby notifies all prospective bidders that COD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. COD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.

13. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from the SPOC and will be shared with all prospective bidders according to the Project Timeline and Schedule.

Project Timeline and Schedule:

March 18, 2024	Advertise Bids
April 1, 2024	Deadline for request for clarifications/questions
April 10, 2024	Bid submission deadline
April 15, 2024	Anticipated award announcement
May 6, 2024	Contract signed
May 7, 2024	Notice to Proceed
September 30, 2024	Substantial Completion

General Provisions: Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement

1. LICENSES, PERMITS AND TAXES:

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. LAWS TO BE OBSERVED:

The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify COD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

3. CONTRACTOR'S INSURANCE:

- a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by COD. Approval of the insurance by COD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with COD, verifying each type of coverage required including a certificate of insurance specifically naming COD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to COD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
- ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

- iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an Official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
 - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to COD.
 - vii. COD May Insure for Contractor. In case of the breach of any provision of this Section, COD may, at COD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as COD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. **COD's right to reject:** COD reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
- c. **COD's right to contact insurer:** COD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- i. Exclusions endorsed;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit;
 - iii. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 1. Retroactive dates;
 2. Extended reporting periods or tails; and

3. Any applicable deductibles.

4. PRE-BID MEETING:

Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. A Pre-bid Site Walkthrough is not planned; however, additional information can be requested via email from SPOC and will be shared with all prospective bidders according to the Project Timeline and Schedule.

5. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed and shall be completed by September 30, 2024. Concept of the work is to start within and conveyed to COD and to progress without interruption until the job is complete.

6. EXTRA WORK:

In consultation with the COD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.

7. BASIS OF AWARD:

Right of Rejection: COD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, COD may consider the qualifications, responsibilities, and experience of the Bidders.

Additional Information: COD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to COD's satisfaction within the prescribed time.

Partial Award: COD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by COD or the bidder, COD may accept any item or groups of items in the Bid as may be in the best interest of COD. If the contract is to be awarded, it will be awarded to the bidder whose evaluation by COD indicates to COD that the award will be in the best interest of COD.

8. TERMINATION:

The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.

9. WARRANTY PERIOD:

If COD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to COD and in accordance with COD's written instructions, either correct such defective work or, if it has been rejected by COD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, COD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to COD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the COD.

10. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless COD, the and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

11. PROJECT SUPERVISION:

COD will provide oversight and coordination of the trail building project. COD will regularly inspect to ensure completed work meets all requirements set forth.

Bid From

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilized and perform all work necessary for the **Broadway Elevator Modernization/ Cab-Entrance Replacement – 2024** for considerations in the following amount \$_____. This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing Broadway Elevator Modernization/ Cab-Entrance Replacement – 2024, as further outlined in this bid document, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by COD, as provided in the General Provisions, General Specifications, or Individual Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, COD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be from receipt of the notice to proceed to September 30th, 2024 with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the COD. The elevator shall be operational during the following special event dates: June 13-15, 2024, July 4, 2024, July 21-27, 2024, August 2-11, 2024, August 22-24, 2024.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of COD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. COD hereby reserves the right to accept and make use of any portion of

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

said facilities before completion of the entire work without invalidating the contract, binding COD and accept the remainder of the work or any portion thereof, whether completed or not. COD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.

5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of COD they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this Bid is delivered to this bidder within Thirty (30) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bid Form (cont.)

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines and requirements.

2. GENERAL INFORMATION:

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature & Title _____ (Date)

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other _____

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Bid Form (cont.)

If Bidder is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Bid Form (cont.)

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous passenger elevator construction or improvement projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing and improving passenger elevators?
 Yes No

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

 (Name and Title)

 (Date)

End Bid Form

General Specifications

The passenger elevator for this Request for Proposal (RFP) is in the Broadway Parking Structure in the City of Deadwood, South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper modernization/ Cab-Entrance Replacement associated with the project. This contract is for the mobilization and work.

Section 1: General Requirements

1.1 Project Location - The work is in the northeast corner of the Broadway Parking Structure at 630 Broadway Avenue in the City of Deadwood SD. There are no restrictions on access.

1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, a full replacement and upgrade to the power unit, controller, car, and hall stations (“fixtures”), traveling cable, door operator, hoistway wiring, oil replacement, entrance frames, cab replacement and other miscellaneous upgrades. Monthly invoices may be submitted to COD. COD will monitor the progress of the project regularly. The original equipment manuals are available from the COD.

1.3 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to the COD. The following submittals will be required for this project:

- a. Proposed Construction Schedule and Bid Forms.

1.4 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component, or any other item to be incorporated in the work, “Alt-Adds” included.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by the COD. Materials furnished by the Contractor shall be of the type and quality described in these specifications. The COD’s determination as to whether substitution will be permitted will be final and conclusive.

1.5 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

1.6 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of COD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.

1.7 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY COD, shall be completed by the Contractor at their expense, within a time frame agreed upon by COD. All manufacturer warranties shall be transferred to COD.

Section 2: Construction Guidelines

General - Contractor will complete the Broadway Ramp Elevator Modernization/Cab-Entrance Replacement in a manner that ensures passenger safety, is code compliant, meets accessibility Standards, has reliable performance, and improved aesthetics. All materials and work must be compatible with the existing infrastructure. The original design documents are attached. Full-size renderings are available at Deadwood City Hall for review.

Section 3: Detailed Guidelines for Construction

The Contractor will furnish and install the labor, materials, tools and supervision to perform a full replacement and upgrade to the power unit, controller, car, and hall stations (“fixtures”), traveling cable, door operator, hoistway wiring, oil replacement, entrance frames, cab replacement and aesthetic upgrades. The materials and work must be compatible with the existing infrastructure to be kept. The table below lists the current equipment.

DESCRIPTION	VENDOR NAME	JOB/PART #
CAB	MEI	MHP-2847-C
FIXTURES	ADAMS	3903396
JACK	UNITED ELEVATOR	
CONTROLLER	VERTITRON	J98-0263
DOOR PROTECTION	JANUS	PANA FORTY
POWER UNIT	MEI	MHP-2847 SS-88-PU
MOTOR	CENTURY	40 HP
PUMP	IMO-SUBMERSIBLE	250G
VALVE	EECO	UV-5A6
SILENCER	W/M	2”

PLATFORM/SLING	MEI	MHP-2847-F1 & F2
ISOLATION PACKAGE	MEI	
LIMIT SWITCH PACKAGE	MEI	
SELECTOR PACKAGE	VMI	
RAIL GUIDES	ELPRO	36SRG

Section 4: Completion Requirements

4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.

4.2 General Comments:

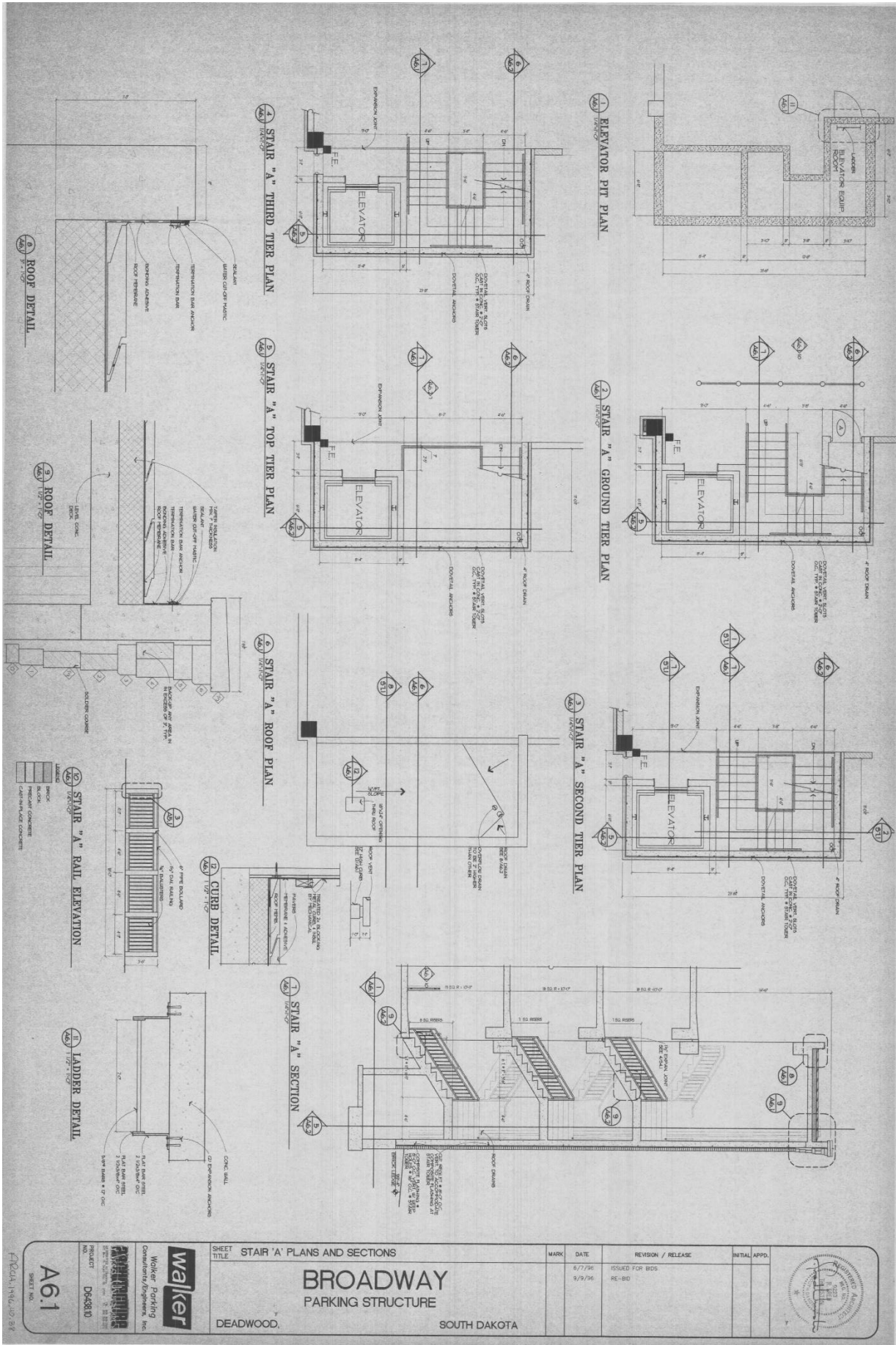
- 4.2.1** COD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to complete the entire project.
- 4.2.2** Contractors must have experience with passenger elevator modernization/Cab-Entrance Replacement consistent with the existing elevator at the Broadway Parking Structure.
- 4.2.3** Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
- 4.2.4** Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
- 4.2.5** Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
- 4.2.6** A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include COD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
- 4.2.7** The Contractor shall make every effort to verify the availability of

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by COD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by COD. Contractor must not assume that substitutions will be granted.

- 4.2.8** It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
- 4.2.9** Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
- 4.2.10** Contract Time. Said work may commence upon receipt of the Notice to Proceed. Concept of the work is to start and to progress without interruption until the job is complete.
- 4.2.11** The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. COD will not be held responsible for repair or replacement of item lost or stolen.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



<p>Walker Parking Consultants/Engineers, Inc.</p>	<p>SHEET NO. A61</p> <p>SHEET TITLE: STAIR 'A' PLANS AND SECTIONS</p>	<p>MARK: _____</p> <p>DATE: 8/7/96 9/9/96</p>	<p>REVISION / RELEASE: ISSUED FOR BIDS RE-BID</p>	<p>INITIAL APPD. _____</p>
	<p>BROADWAY PARKING STRUCTURE</p> <p>DEADWOOD, SOUTH DAKOTA</p>	<p>PROJECT NO. D543810</p>	<p>DATE: _____</p>	<p>REVISION / RELEASE: _____</p>

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

MATERIAL LISTED BELOW IS FOR (1) SLING ASSEMBLY			
ITEM	MATERIAL	DESCRIPTION	QTY.
A	6" [@ 8.2 LB/FT X 10'-0"	STILE	2
B	1/4" X 4 X 10' FLAT	STILE GUSSET	4
C	6" [@ 8.2 LB/FT X 7'-4 1/2"	BOLSTER	2
D	5" [@ 6.7 LB/FT. X 7'-4 1/2"	X-HEAD	2
E	1/4" X 6" X 10' FLAT	STILE GUSSET	4

X-HEAD DETAIL

SEE DRILLING DIAGRAM

DRILLING DETAIL FOR X-HEAD (2) 1/16\"/>

FINISH REQUIREMENTS

Finish Color: Aesth. Primer

QUALITY CONTROL

Per shop specifications checked against manufactured components

— Bolster length — X-Head length — Stile length

— Bolster size — X-Head size — Stile size

FABRICATED BY: _____ DATE: _____

CHECKED AND MARKED BY: _____ DATE: _____

DRILLING DETAIL FOR MOUNTED GUSSETS

SLING FASTENER PACKAGE FOR (1) SLING ASSEMBLY

PART	QTY.	DESCRIPTION	ITEM
HHCS 5/8"-11 X 2" LG	16	FLATS	8
HHCS 5/8"-11 X 3 1/2"	4	LOCKS	16
HHCS 5/8"-11 X 2" LG	8	BEVEL F/8\"/>	

DRILLING DETAIL FOR MOUNTED GUSSETS

SLING FASTENER PACKAGE FOR (1) SLING ASSEMBLY

PART	QTY.	DESCRIPTION	ITEM
5/8"-11 X 2" CSK	16	GUIDE TO SHOEPLATE	16
5/8"-11 X 2" CSK	16	SHOEPLATE TO X-HEAD	16

DRILLING DETAIL FOR MOUNTED GUSSETS

BLACK HILLS ELEVATOR COMPANY

DRAWN BY: M.B. DATE: 8/6/98

APPROV BY: J.R. DATE: 1/1/32

TOLERANCES: PART NAME: SLING ASSEMBLY ± 1/32

JOB NO. DEADWOOD PARKING RAMP

SCALE: NONE PART NO. MHP2847-F1

REV. ECO DESCRIPTION OF CHANGE DATE

REV.	ECO NO.	DESCRIPTION OF CHANGE	DATE
A		RELEASED FOR PRODUCTION	

DRILLING DETAIL FOR MOUNTED GUSSETS

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

PLATFORM FASTENER PACKAGE FOR (1) PLATFORM ASSEMBLY

PART	QTY	DESCRIPTION	ITEM
TOXK 1/4" x 20 x 1 1/2"	20	TOXK TO STRINGERS	G-C
TKK 1/4" x 3/4"	4	TOXK TO TUBE	H-D
HKCS 5/8" x 11 x 2"	4	UNISTRUT TO BOLSTER	E
HKCS 5/8" x 11 x 2"	4	UNISTRUT TO PLATFORM	I-C

MATERIAL LISTED BELOW IS FOR (1) PLATFORM ASSEMBLY

ITEM	MATERIAL	DESCRIPTION	QTY
A	4" x 2" x 11G4 x 7'-0"	PLATFORM FRONT TUBE	1
B	4" x 2" x 11G4 x 7'-0"	PLATFORM REAR TUBE	1
C	2" x 3" x 1/4" x 5'-9 15/16"	STRINGERS	6
E	1 5/8" x 1 5/8" x 22"	PLATFORM UNISTRUT	2
F	15/32" PLYWOOD	SUBFLOOR	X
G	15/32" PLYWOOD	SUBFLOOR	X
H	5'-0" TOE GUARD	TOE GUARD	1
J	TOE GUARD SUPPORT (STOCK ITEM)	TOE GUARD SUPPORT	2

REAR PLATFORM WITH NO OPENING

PLATFORM FRONT CENTER OPENING

FRONT DECK SILL

FLOORING DETAIL

PLATFORM UNISTRUT

FINISH REQUIREMENTS

Finish Color: A=EN
 CHECK IF CORRECT: _____
 PLATFORM SIZE: _____
 * Per print specifications checked against manufactured components

FABRICATED BY: _____ DATE: _____
 CHECKED AND MARKED BY: _____ DATE: _____

(1) PLATFORM ASSEMBLY REQ'D.

BLACK HILLS ELEVATOR COMPANY

DESIGNED BY: M.B. DATE: 8/6/98
 APPROV. BY: J.C. DATE: _____
 TOLERANCES: PART NAME: PLATFORM ASSEMBLY
 ± 1/32
 JOB NAME: DEADWOOD PARKING RAMP
 PART NO. MHP2847-F2
 SCALE: NONE
 RUM #58

REV. EGO DESCRIPTION OF CHANGE DATE

NO.	NO.	RELEASED FOR PRODUCTION	DATE
A			

NOTE: IF PASSENGER SILL MUST BE FASTENED TO STEEL (STRINGER, SHEET STEEL, ETC.)

SUB FLOOR WILL BE SOREWED DOWN ONTO STRINGERS WITH 1/4" x 1 1/2" TORX SCREWS EVERY 18" ON CENTER

FLOORING DETAIL: 1/4" FINISH FLOOR

15/32" PLYWOOD SUB FLOOR

3" STRINGER

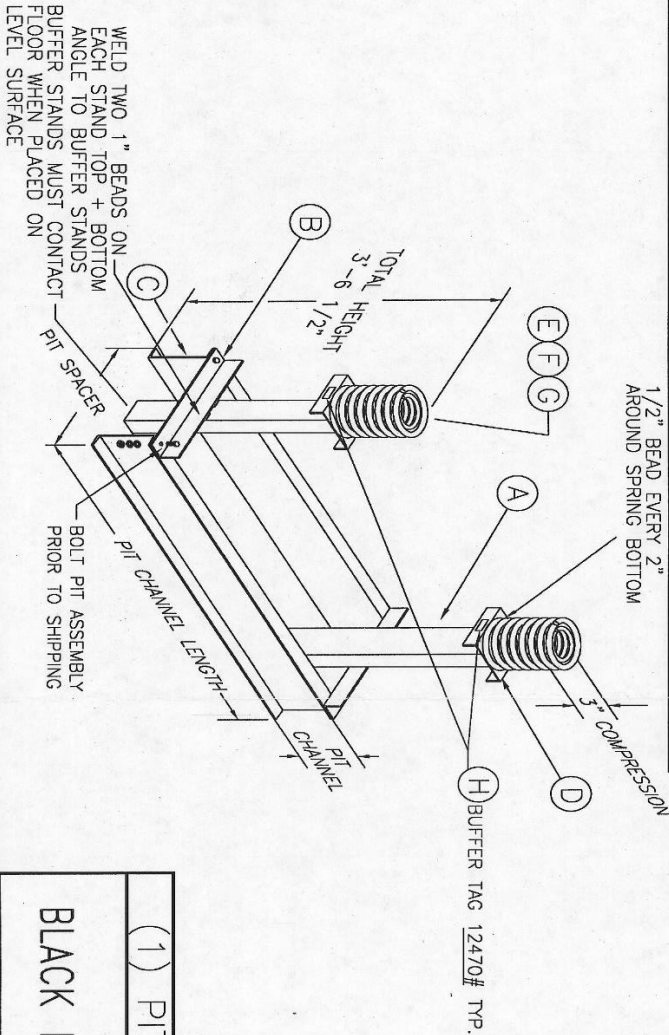
15/32" PLYWOOD SUB FLOOR

4 3/16" ACTUAL PLATFORM THICKNESS

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

MATERIAL LISTED BELOW IS FOR (1) PIT ASSEMBLY

ITEM	PART NUMBER	PART DESCRIPTION	PART NAME	QTY.
A	120-4054	TUBE 4 x 2 x 11 GA. x 2'-8"	BUFFER STAND LENGTH	2
B	11X-XXXX	ANGLE -1'-2 15/16"	PIT CHANNEL SPACER	2
C	120-XXXX	CHANNEL 6" [@8.2# X 3'-6"	PIT CHANNELS	2
D	120-5067	CHANNEL 6" [@8.2# X 6"	BUFFER SEAT	2
E	711-0150	PIPE - BLK 1 1/2" SCHEDULE 40 X 7 5/16"	SPRING STOP PIPE	2
F	183-0005	SPRING - INNER D-5	BUFFER SPRING	2
G	183-0007	SPRING - OUTER D-5	BUFFER SPRING	2
H	099-1920	LABEL - BUFFER TAG	BUFFER TAG	2



PIT ASSEMBLY FASTENER PACKAGE FOR (1) PIT ASSEMBLY

PLT SHIP BOLTS	FLAT NUTS	HEX NUTS	COBRESTRUT NUTS	LOCK WASHERS	FLAT WASHERS	BEVEL GLIPS	1/2" S.I.D. GLIPS	5/8" S.I.D. GLIPS	STEEL ANCHORS	DESCRIPTION	ITEM
XXX-XXXX QTY = 4	HCS 5/8-11 x 2"	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	PIT CH. SP. / PIT CHANNEL / PIT ASSEMBLY	B-C

(1) PIT ASSEMBLY REQUIRED

BLACK HILLS ELEVATOR COMPANY

FINISH REQUIREMENTS
 Finish Color: ANTI-BLACK NIGHT Primer: _____

QUALITY CONTROL
 * Per print specifications checked against manufactured components
 CHECK IF CORRECT: _____ PIT ASSEMBLY

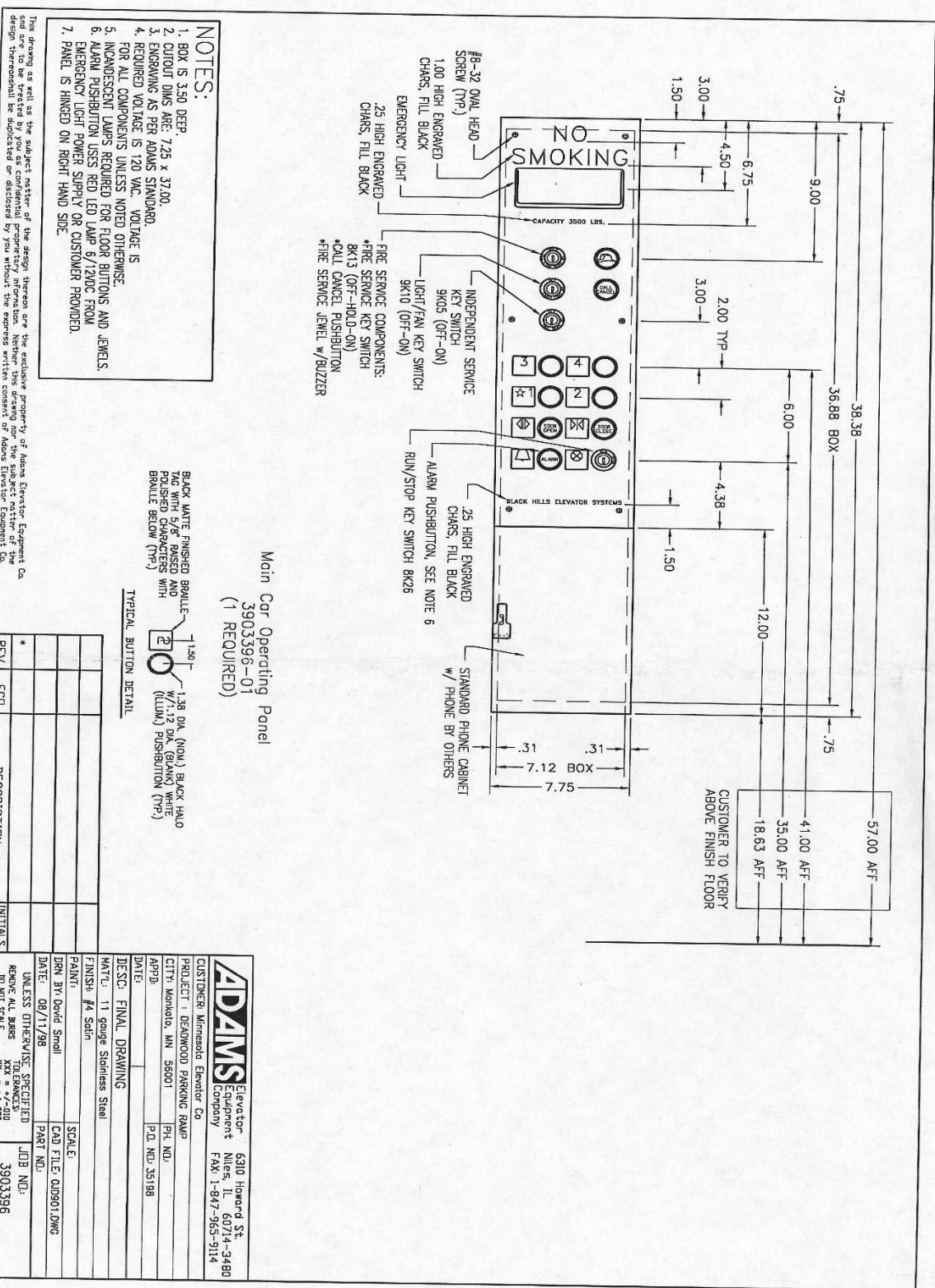
FABRICATED BY: _____ DATE: _____
 CHECKED AND MARKED BY: _____ DATE: _____

DRAWN BY: M.B. DATE: 8/7/98
 APPRV BY: *[Signature]* DATE: _____
 TOLERANCES: ±1/32
 SCALE: NONE
 PART NO. MHP2847-F3
 RUN #38

REV. ECO. DESCRIPTION OF CHANGE DATE
 A RELEASED FOR PRODUCTION

A2474-1997.13.5

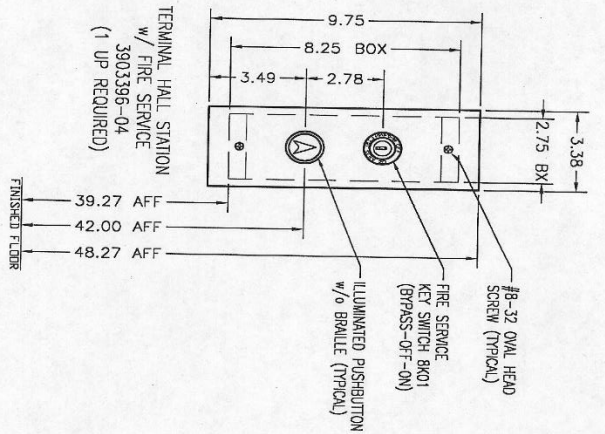
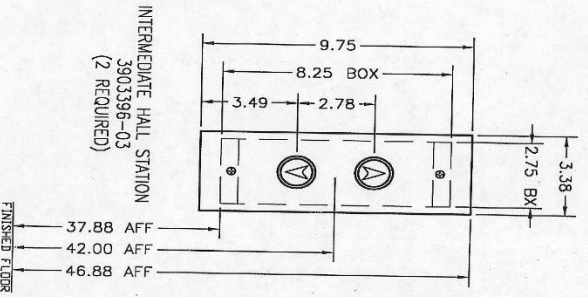
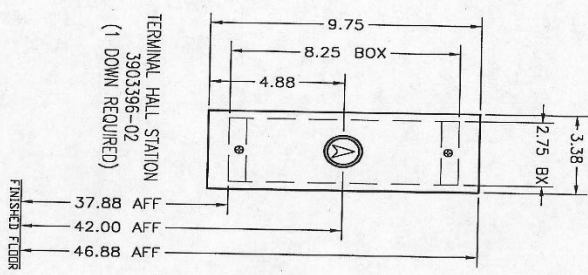
Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

- NOTES:**
1. BOXES ARE 3.50 DEEP
 2. CUTOFF DIMS ARE 2.88 X 8.38
 3. REQUIRED VOLTAGE IS 120 VAC, USING INCANDESCENT LAMPS

This drawing as well as the subject matter of the design, drawings and the exclusive property of Adams Elevator Equipment Co. and are to be treated by you as confidential proprietary information. No part of this drawing shall be duplicated or disclosed by you without the express written consent of Adams Elevator Equipment Co.



REV.	ECD	DESCRIPTION	INITIALS	DATE
*				

ADAMS Elevator Equipment Niles, IL 60714-3480
Company FAX: 1-847-965-9114

CUSTOMER: Minnesota Elevator Co.
PROJECT: DEANWOOD PARKING RAMP
CITY: Mankato, MN 56001
APPD: P.H. MD.
DATE: P.D. NO. 35198

DESC: FINAL DRAWING
MATE: 11 gauge Stainless Steel
FINISH: #4 Solin
DWN BY: David Smol
SCALE: CAD FILE: 020902.DWG
DATE: 08/11/98
PART NO.:

UNLESS OTHERWISE SPECIFIED REMOVE ALL BARS
DO NOT SCALE
XXX = +/- .000
XX = +/- .005
X = +/- .010
NO DIMS

JOB NO.: 3903396
SHT. 2 OF 3

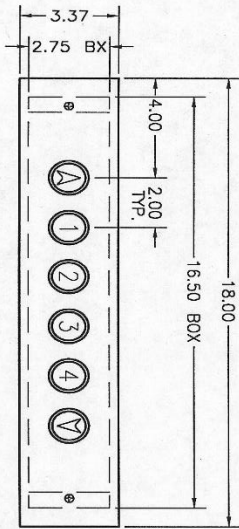
H/224, 1P47, 13, 7

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

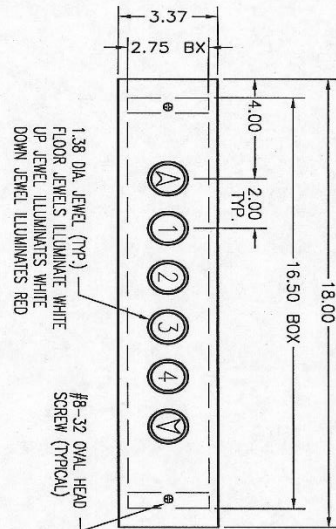
This drawing as well as the subject matter of the design thereon are the exclusive property of Adams Elevator Equipment Co. and are to be treated by you as confidential proprietary information. Neither this drawing nor the subject matter of the design thereon shall be duplicated or disclosed by you without the express written consent of Adams Elevator Equipment Co.

- NOTES:**
1. BOXES ARE 3.50 DEEP.
 2. CUTOUT DIMS FOR -05, -06 ARE 2.88 x 14.63
 3. REQUIRED VOLTAGE IS 120 VAC, USING INCANDESCENT LAMPS

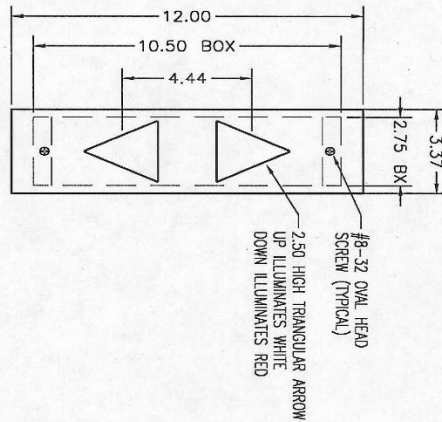
POSITION INDICATOR-CAR
3903396-06
(1 REQUIRED w/ PASSING TONE)



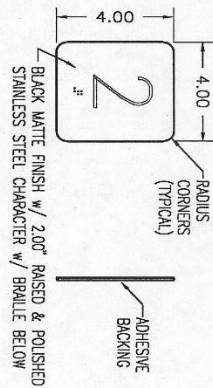
POSITION INDICATOR-HALL
3903396-05
(4 REQUIRED)



TRAVELING LANTERN
3903396-07
(1 REQ'D w/ CHIME)



DOOR JAMB PLATE
3903396-08
(8 REQ'D: 2 ea. @ FLOORS #1,2,3,4)

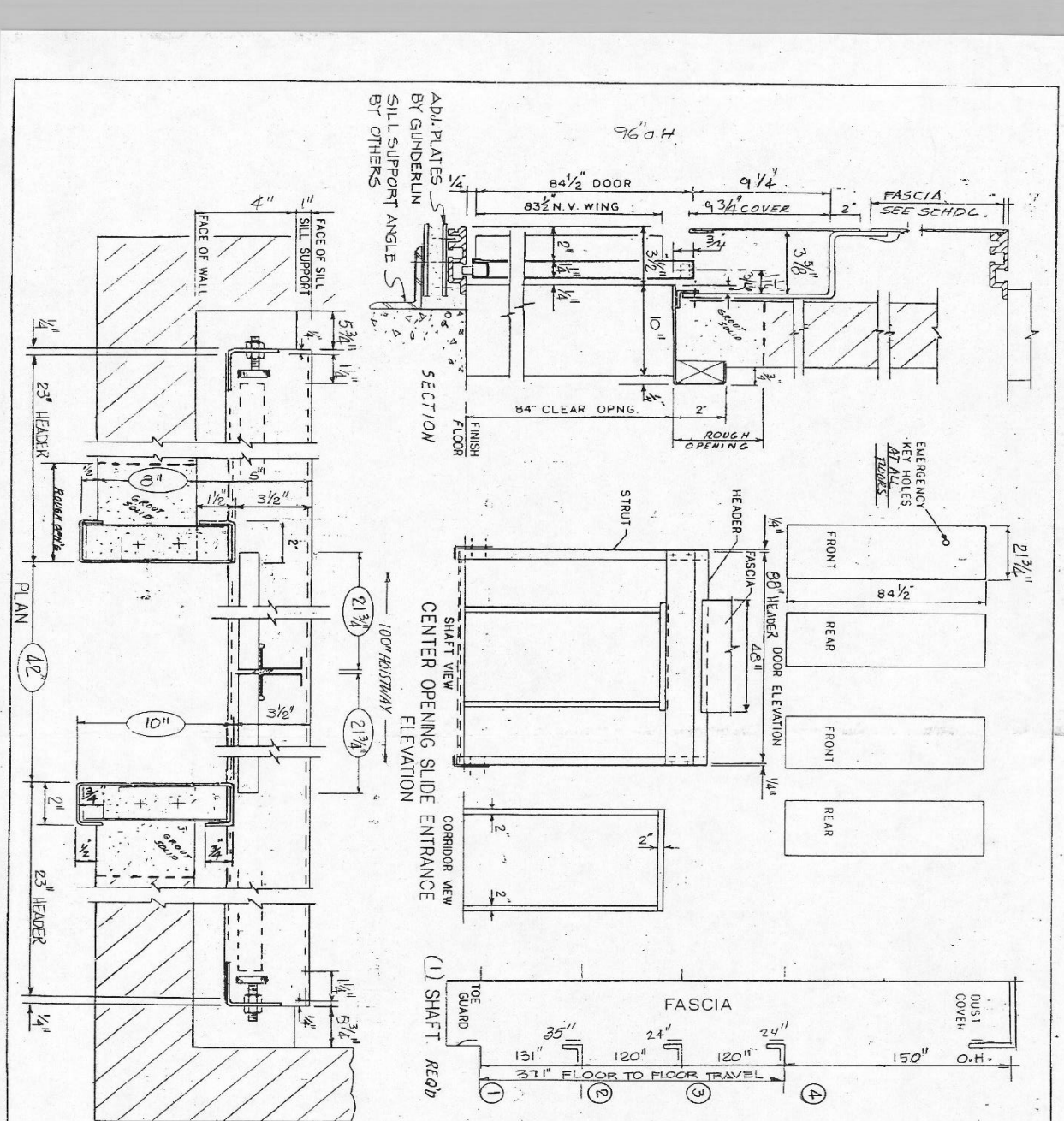


REV.	ECO	DESCRIPTION	INITIALS & DATE
*			

ADAMS Elevator Equipment Company		6310 Howard St. Mpls, IL 60714-3480 FAX 1-847-963-9114	
PROJECT : DEANWOOD PARKING RAMP			
CITY: Mendota, MN 56001	PH. NO.:		
APPD:	P.D. NO.:	35198	
DATE: 08/11/98			
DESC: FINAL DRAWING			
MATERIAL: 11 gauge Stainless Steel			
FINISH: #4 Satin	SCALE:		
DRAWN BY: David Smoll	CAD FILE:	009005.DWG	
DATE: 08/11/98	PART NO.:	3903396	
UNLESS OTHERWISE SPECIFIED TOLERANCES: .005			
REMOVE ALL DIMS DO NOT SCALE			
DRAWING: SH. 3 OF 3			

ARCH. 1997. 13. 08

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	CENTER OPENING SINGLE SPEED MASONRY CONSTRUCTION CLEAR OPNG 36" WIDE 7'-0" HIGH	1	EA	
2	FRAMES 14 GA. Material Construction 2" Side Jamb 2" Head Jamb	2	EA	
3	FINISH: ENAMEL G-24 DEERKIN	1	EA	
4	BOLTED HANGER COVER 11 3/4" x 48"	1	EA	
5	DOOR PANELS: 1/2" THK 16 GA. CSB HPG Finish ENAMEL G-24 DEERKIN	2	EA	
6	SILL: 88% Alum. Angle (Adjustable bracket) Combination bracket	1	EA	
7	STRUT ANGLE: 3" x 3" x 0.3A x 96 L.G.	1	EA	
8	HEADER: 88% Alum. Mfg. Dwg	1	EA	
9	DRILL DOOR PANELS FOR ACCESSORIES	1	EA	
10	FIN. WALL THICKNESS	2	EA	
11	EMER. KEYWAY AT	1	EA	
12	18 GA. FASCIA HT.	1	EA	

FLOOR NUMBER	PT	1	2	3	4
FIN. FL. - FINL.		10' 11"	10' 0"	10' 0"	14' 6"
FIN. WALL THICKNESS		2"	8"	8"	8"
EMER. KEYWAY AT		YES	YES	YES	YES
18 GA. FASCIA HT.		16	35 1/2	24	24

AMT.	TO	DATE	FOR
15-67	MINNESOTA	8-16-97	WPLRS
16-67	MINNESOTA	8-23-97	WPLRS
15-97	MINNESOTA	8-20-97	FWAL
3P	SHIP	8-20-97	FWG

GUNDERLIN LTD.
 3813 EAST ILL. W. HULLMAN, FLORIDA 3205
 AREA CODE 305 684-0011
 FOR MINNESOTA ELEVATOR
 GLEB DEBENHODD PARKING
 CORP. DEBENHODD S.D.
 PARKING 3-3-97
 DRAWN BY G.B.
 CHECKED BY J.V.V.
 CASTERNO ID
 HYP 2847
 14709
 HZLN. 1447. 13. 9

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFERS FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE**

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 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage:

Notice of transfer from WWW LLC (RB-2521), MS 97 Lot E except Lot 3, MS 97 Lot 1 & 2 and Lot X and Y formerly a portion of Lot H-1 of Lot F of Wagner Sub., Deadwood to Gold County Inn LLC dba Gold County Inn at 801 Main Street.

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

Dated this 5th day of March, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: March 7, 2024

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
FOR FARMERS MARKET
TO ALLOW VENDING ON PUBLIC PROPERTY**

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

Permission to Waive Vending Fees

Request to waive vending fees for Farmers Market and allow vending on public property on Fridays beginning June 21 through September 20, 2024 at Gordon Park from 1:00 p.m. to 8:00 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.

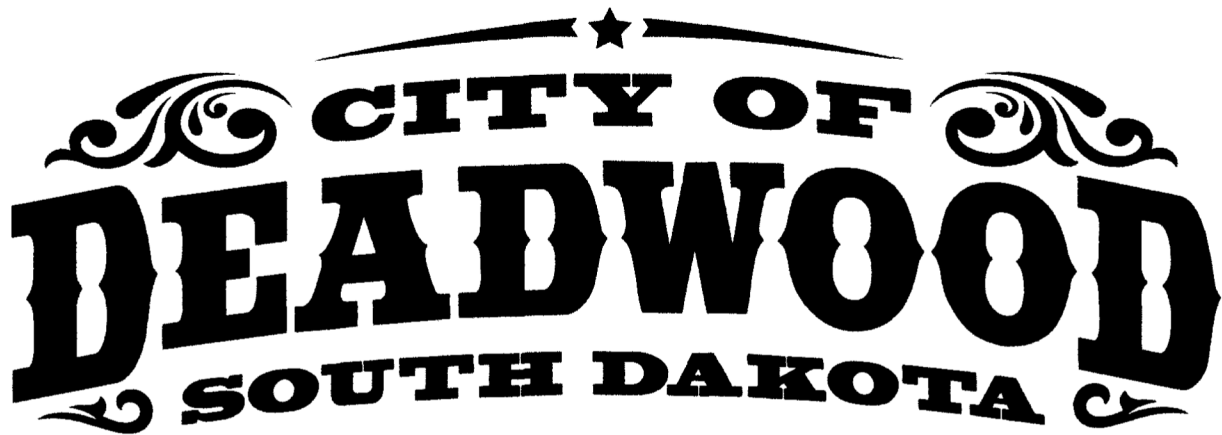
Dated this 4th day of March, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – March 7, 2024

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

FARMERS MARKET FRIDAYS Beginning June 21 through September 20

Instructions:

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

EVENT INFORMATION

Type of Event:

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

FARMERS MARKET FRIDAYS Beginning June 21 through September 20

Event Title: _____

Event Date(s): Fridays, Jun 21 - Sep 20 Total Anticipated Attendance: Varies
 (month, day, year)

 (# of Participants # of Spectators)

Actual Event Hours: (from): 4pm AM / PM (to): 7pm AM / PM

Location / Staging Area: Gordon Park

Set up/assembly/construction Date: Fridays Jun 21 - Sep 20 Start Time: 1pm AM / PM

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

Vendors must unload, move their car and set up their booth

Dismantle Date: Fridays, Jun 21 - Sep 20 Completion time: 8pm AM / PM

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

N/A

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: MSI Design

Chief Officer of Organization (NAME): Kevin Kuchenbecker

Applicant (NAME): Vicki Dar Business Phone: (509) 879-1992

Address: 102 Sherman St Deadwood SD 57732
 (city) (state) (zip code)

Daytime phone: (509) 879-1992 Evening Phone: (509) 879-1992 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.

N/A

Name: _____

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

Vicki Dar

509-879-1992

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

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

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

FEES / PROCEEDS / REPORTING

NO

YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

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

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

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

Farmers Market.

Fridays beginning June 21 through September 20, 2024.

Gordon Park.

Request to waive Vendor fees and Vendor signage.

Vendors sell produce, canned goods, arts & crafts and pre-made food items.

Each week a variety of local non-profits organizations will promote their programs.

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:

NO **YES** 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 streets 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:
Premade baked goods are displayed, sold and packaged.
Premade walking taco meat and/or hot dogs will be kept in a crock pot, sold & compiled.

If you intend to cook food in the event area, please specify the method to be used:
 GAS ELECTRIC CHARCOAL OTHER (specify):
- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

Number of trash cans: 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:
Vendors carry away any trash they generate.

➤ Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:
NA

Please describe your **Accessibility Plan** for access at your event by individuals with disabilities:
Paths are kept open.

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: _____

 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: VD

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: VD

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:
Farmers Market page, Chamber and City News

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: N/A 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 checks** 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.
- Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Social Media, City and Chamber News

Will there be any live media coverage during your event? If **YES**, please explain:

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:
www.deadwoodfarmersmarket.org

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

Vicki Dar

509-879-1992

NAME: _____ PHONE: _____

INSURANCE REQUIREMENTS

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

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

Address: _____

(city) (state) (zip code)

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): Vicki Dar Title: Volunteer

Vicki Dar Date: _____

(Signature of Applicant / Sponsoring Organization)

(Signature of Professional Event Organizer or Renter of City-owned Facilities)

**NOTICE OF PUBLIC HEARING
FOR BLACK HILLS REDEMPTION
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 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 10:00 a.m. on Friday, June 21 through 10:00 p.m. on Sunday, June 23, 2024.

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

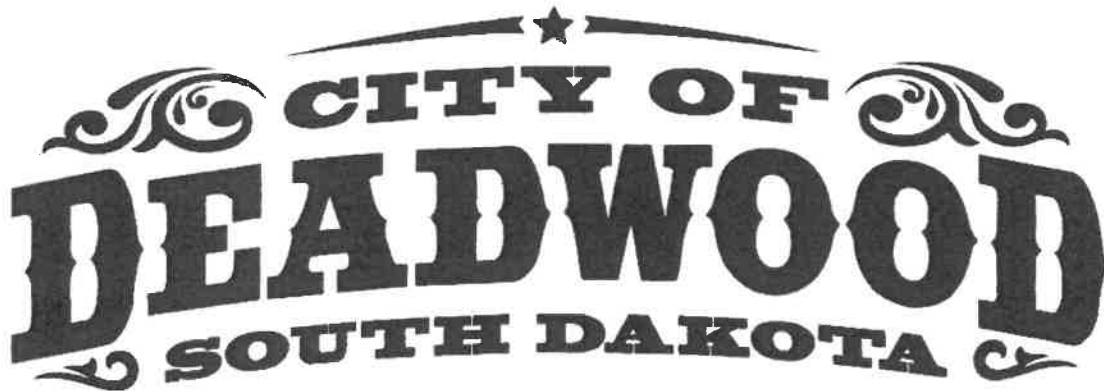
Dated this 4th day of March, 2024

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: March 7, 2024

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

Kenney's Custom Props, LLC

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Black Hills Redemption

Event Date(s): 06/21/24 - 06/23/24 Total Anticipated Attendance: 10,000
 (month, day, year) (# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Main St from Wall to Deadwood; Outlaw Park & Info/Visitor Center Parking lot.

Set up/assembly/construction 06/20/24 Start time: 10:00AM AM / PM

Please describe the scope of your setup / assembly work (specific details): Replica of campsite from video game Red Dead Redemption 2. This is to include a chuck wagon and cover wagon. Civil war tents with accents to address the time period. The location for the camp is the Outlaw Square Park.

Dismantle Date: 06/23/24 Completion time: closing or 10 PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main St from Wall to Deadwood. 10AM to 10PM 06/21/24 - 06/23/24

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

OPEN CONTAINER

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

Date: N/A Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Kenney's Custom Props, LLC

Chief Officer of Organization (NAME): Kenneth J. Palkow

Applicant (NAME): Kenneth J. Palkow Business Phone: (610) 509-4030

Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403
(city) (state) (zip code)

Daytime phone: (610) 509-4030 Evening Phone: (610) 509-4030 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: Kenneth J. Palkow

Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403
(city) (state) (zip code)

Contact person "on site" day of event or facility use Kenneth J. Palkow Pager/Cell #: 610-509-4030

(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): General admission to the autograph area is \$30 for a day pass, \$70 for a 3 day pass, \$145 for VIP pass, and \$40 for guest panel with Q&A.

Adopted June 1, 2023

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

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

This is a Red Dead Redemption video game themed event. It is to create a physical and interactive connection for cosplayers of this game. The game is based on the outlaws of the Van Der Linde gang. I intend to recreate their campsite from the game in your Outlaw Park. There will be Civil War tents in the camp where T-shirts and memorabilia will be sold. I intend to have a chuck wagon and covered wagon there for visual aesthetics. The campsite will be available to the general public. I intend to have a native American dance company perform on Main st. I will also have Hollywood gunslinger Joey Dillon perform on Main st throughout the weekend. 4 shows a day. I will have 20 actors available for autographs. Autograph sessions will be held on the second floor of Saloon #10. I intend to reach out to your stagecoach company to see if they could have rides available throughout the weekend. I will be asking for the assistance of Deadwood Alive to participate in the event. It is my intention to help promote Deadwood during the event. I am having a fast draw competition and the location of setup is TBD with coordination with the City of Deadwood. My thoughts for a possible location was the parking lot of the info/visitor center. I would also like to ask the city if I can rename some buildings to reflect those in the game.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | NO | YES | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services be sold at the event? If YES, please describe: _____
Event t-shirts and memorabilia.

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

Adopted June 1, 2023

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event: N/A

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.
(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.
Number of trash cans: N/A Trash Containers w / lids: N/A

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Event will be contained to the Saloon no.10, Outlaw Square Park, and the information center parking lot. Those Areas will be maintained and left as received from city.

Other Related Event Components not covered above. _____

Adopted June 1, 2023

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security: I'm looking at hiring some of the local PD officers to work the event. In addition, I'm looking at bringing some of the Tombstone Arizona Rangers.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: All areas will utilize the city's existing disabilities accessibility infrastructure.

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: Arizona Rangers

Security Organization Address: Tombstone, AZ 85638
(city) (state) (zip code)

Security Director (Name): Lisa Penny Business phone: 520-488-5201

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: Use of lighting within Outlaw Park

Please indicate what arrangements you have made for providing First Aid Staffing and Equipment?

Number _____ Ambulance(s) – How provided? TBD with Hospital

Number _____ Emergency Medical Technicians – How provided? TBD with Hospital

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: KJP

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: KJP

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: I have already
been communicating with merchants to notify them of the event and asking if they would like to participate.

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: _____
Two banners at each end of Main Street - Wall & Deadwood. Some merchant window signage changes to reflect businesses from the video game.

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If YES, please describe:
Event website and social media accounts as well as attending actor's social media accounts.

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: Kenneth J. Palkow PHONE: 610-509-4030

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: American Zurich Insurance Company
Agent's Name: Neil Benton Arts & Entertainment
Business Phone: 855-624-2787 Policy Number: SXS59329E Policy Type: Gen Lib
Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403
(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): Kenneth J. Palkow Title: Producer
Kenneth J. Palkow Date: 02/22/2024
(Signature of Applicant/Sponsoring Organization)

Adopted June 1, 2023

**NOTICE OF PUBLIC HEARING
FOR MONSTERS OF DESTRUCTION**

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 18, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday, June 29 and Sunday, June 30, 2024 from 4:00 p.m. to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Friday, June 28 through Monday, July 1, 2024. Surcharge will be applied.

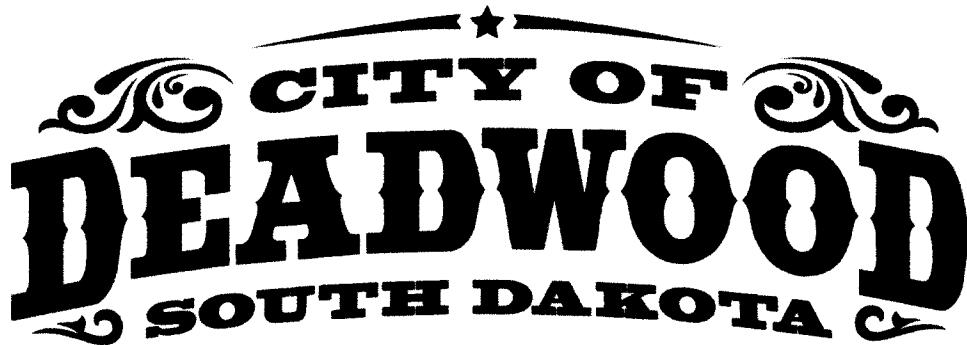
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 4th day of March, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 7, 2024

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



Event Complex Rental and Use Agreement

Event: Monsters of Destruction

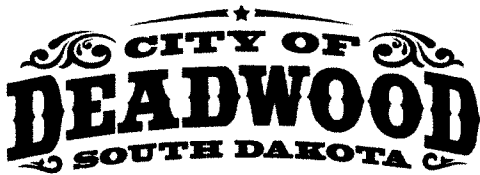
Date: 2/22/24

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

Contact Information:

Name of Applicant: Andy Miller

Business/Organization: Events Inc.

Mailing Address: 16427 Clarks Hill Way

City, State Zip: Westfield, IN 46074

Business Phone: 317 450 0772 Cell Phone: same

Email Address: andy@events-inc.com

Dates Event Complex requested:

Set up Date(s): June 28 Hour(s): 0800 - 1800

Event Date(s): June 29 + 30 Hour(s): 1730 - 2200

Clean-up Date(s): July 1 Hour(s): 0800 - 1200

Approximate number of people who will attend: 4000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Mike Moore Title: Owner
 Phone: 317 716 2684 Representing: MOD

Name: Lee Collins Title: Owner
 Phone: 253 740 4235 Representing: MOD

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

**Request to Waive
Complex Fees**

Refundable Deposits

Event Complex Facilities	\$ <u>2000</u>
Baseball Fields	\$ _____
Parking Lots	\$ <u>1000</u>
Cleaning/Trash Removal	\$ <u>500</u>
Streaming	\$ _____
Total Fees	\$ <u>0</u>

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Key Deposit	\$ <u>100</u>
Damage Deposit	\$ <u>2500</u>
Total Deposits	\$ <u>2600</u>

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

Organization: Events Inc

Name: Andy Miller Title: Owner

Signature: AM Date: 2/22/24

Acknowledgement of Use Rules and Regulations

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

Initials Av

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

Initials Av

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

Initials Av

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

Initials Av

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

Initials Av

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

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

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

Initials AW

7. Outdoor/Animal Events: (Check Acknowledgement)

NA

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

Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Evarts Inc

Name: Andy Miller Title: Owner

Signature: AM Date: 2/22/24

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):

Monster truck performance, one show each day
lasting 120 minutes each. Show is open for the
public to purchase admission.

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:

Weather or Mechanical Malfunction

Initials AV

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

Participant Release and Indemnification required? YES X NO _____

Initials AV

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

Initials AV

- D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials AV

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

Initials AW

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 AW

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 AW

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 AW

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 AW

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: Events Inc
Name: Andy Miller Title: owner
Signature: AW Date: 2/22/24

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: Andy Miller Date of Birth: 2/2/81
 Address: 6223 ECR 6005
Plainfield, IN 46168
 Signature: AM Date: 2/22/24

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 2/22/24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

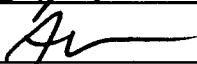
Additional Notes:

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

I have read and understand these rules.

Organization: Events Inc

Name: Analy Miller Title: owner

Signature:  Date: 2/22/24

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: Events Inc
 Name: Andy Miller Title: owner
 Signature: [Signature] Date: 2/22/24

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: *AM*

Dates/Times Alcohol will be served: June 29+30 530PM-930PM

Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: K&K Provided by Cadillac Jack

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 Av

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials Av

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials Av

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials Av

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: Av Date: 2/22/24

Event Complex Sign and Banner Policy

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

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

Organization: Events Inc
 Name: Andy Miller Title: owner
 Signature: AM Date: 2/22/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Events Inc

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: Danette Mohr Phone Number: 618 357 1355
 City/State: Duquoin, IL Event Name: MOD
 Event Location: Duquoin St. Fair Email: danette.mohr@illinois.gov
- 2) Name: Kristina Balla Phone Number: 606-258-2020
 City/State: Corbin, KY Event Name: MOD
 Event Location: The Arena Email: kristina.balla@thecorbinarena.com
- 3) Name: Marlee Yahn Phone Number: 608-267-1549
 City/State: Madison, WI Event Name: MOD
 Event Location: Alliant Energy Center Email: yahn.marlee@alliantenergycenter.com

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: Events Inc
 Name: Andy Miller Title: owner
 Signature: AM Date: 2/22/24
 Daytime Phone Number: 317 450 0772
 Date of your Event(s): June 29 & 30 Group/Event Name: Monsters of Destruction

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
FOR JULY 4TH PARADE**

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 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Thursday, July 4, 2024: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 3:00 p.m. until parade ends.

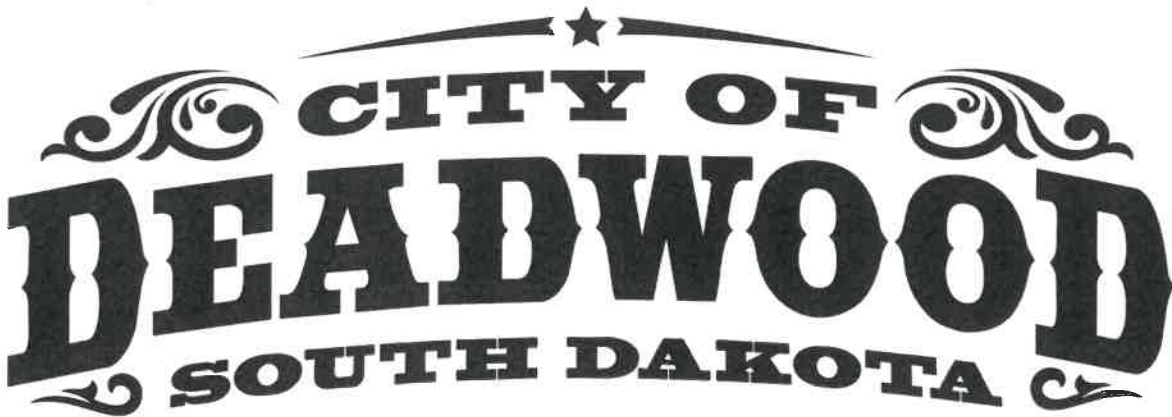
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Office their written statement of approval or disapproval.

Dated this 4th day of March, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: March 7, 2024



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

4th of July Parade 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: 4th of July Parade

Event Date(s): 7/4/24 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 3pm AM / PM (to: 4pm AM / PM

Location / Staging Area: _____

Set up/assembly/construction 2pm Start time: 3pm AM / PM

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

Dismantle Date: 4pm Completion time: 4pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main street-14A

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

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

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

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

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

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

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

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

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

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

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

Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____

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: SJK

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT’s use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____

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: 3pm AM / PM – Finish Time: 4pm AM / PM

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

Please describe the sound equipment that will be used for your event: _____
Small Sound Systems

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: _____
Float Banners

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

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

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:
Local Media

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

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London
Agent's Name: Chris Roberts
Business Phone: (605) 578-3456 Policy Number: GP350GL003-2 Policy Type: GL
Address: PO Box 507 Deadwood 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): Sarah Kryger Title: Event Coordinator
 Date: 2-20-24
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR WO MOTORSPORTS & FREESTYLE MOTOCROSS EVENT
OPEN CONTAINER, USER FEE**

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 18, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday, July 6, 2024: Relaxation of Open Container Ordinance at the Event Complex from 4:00 p.m. to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, July 3 through Sunday, July 7, 2024. Surcharge will be applied.

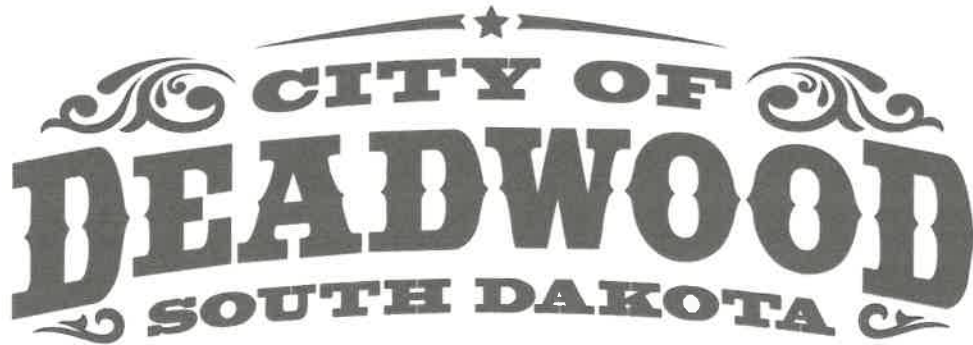
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 4th day of March, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 7, 2024

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



Event Complex Rental and Use Agreement

Event: **WO Motorsports Arenacross & Freestyle Motocross Show**

Date: **07/06/2024**

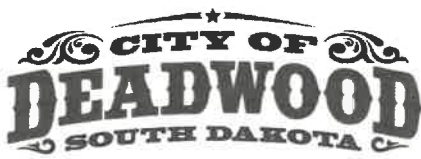
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross & Freestyle Motocross Show

Contact Information:

Name of Applicant: James Carter

Business/Organization: WO Motorsports LLC

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City SD 57702

Business Phone: 605 415 2371 Cell Phone: _____

Email Address: James@CarterFnx.com

Dates Event Complex requested:

Set up Date(s): 07/03/24 - 07/05/24 Hour(s): 6am - 5pm

Event Date(s): 07/06/24 Hour(s): 5pm - 10pm

Clean-up Date(s): 07/07/24 Hour(s): 5am - 5pm

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross & Freestyle Moto show

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Badlands Security Title: security
 Phone: _____ Representing: _____

Name: Depot Music Productions Title: Sound
 Phone: _____ Representing: _____

Name: McDirt Excavation Title: Dirt work
 Phone: _____ Representing: _____

Name: Black Hills vacations Title: Ticketing
 Phone: _____ Representing: _____

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

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

Damage Deposit (Refundable): \$1,250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), **which includes a \$250 non-refundable administrative fee.**

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive Complex Fees</u>	<u>Refundable Deposits</u>
Event Complex Facilities \$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Baseball Fields \$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Parking Lots \$ _____	<input type="checkbox"/>	Total Deposits \$ 0
Cleaning/Trash Removal \$ _____	<input type="checkbox"/>	
Streaming \$ _____	<input type="checkbox"/>	
Total Fees \$ 0		

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

Organization: WO Motorsports LLC
 Name: James Carter Title: owner/Promoter
 Signature: [Signature] Date: 01/16/24

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 SL

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

Initials SL

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

Initials _____

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

Initials SL

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

Initials SL

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

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

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

Initials SC

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials SC

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

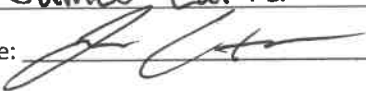
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: WO Motorsports LLC

Name: James Carter Title: owner/promoter

Signature:  Date: 01/16/24

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):

Motocross Raping & Freestyle Motocross show

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 JC

- 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 JC

- 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 JC

- 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 JC

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: WO Motorsports LLC
Name: James Carter Title: owner/Promoter
Signature: [Handwritten Signature] Date: 01/06/24


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: James Carter Date of Birth: 09/04/1989
Address: 3222 Wonderland Dr
Rapid City SD 57702
Signature:  Date: 01/16/24

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: WO Motorsports LLC
 Name: James Carter Title: Owner/Promoter
 Signature: [Handwritten Signature] Date: 01/16/24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: WO Motorsports LLC

Name: James Carter Title: owner/Promoter

Signature: [Signature] Date: 01/16/24

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

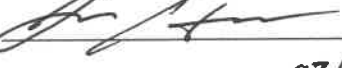
- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate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

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

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

Organization: WO Motorsports LLC

Name: James Carter Title: owner/promoter

Signature: 

Dates/Times Alcohol will be served: 07/06/24 5pm - 10pm

Business name who will be serving: Cadillac Sacks Gaming Resort

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

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 JC

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 JC

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 JC

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 JC

Organization: Wo Motorsports LLC
 Name: James Carter Title: Owner/Promoter
 Signature: [Signature] Date: 09/16/24

Event Complex Sign and Banner Policy

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

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

Organization: WO Motorsports LLC
 Name: James Carter Title: owner/promoter
 Signature:  Date: 01/16/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: WO Motorsports LLC

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: WO Motorsports LLC

Name: James Carter Title: owner/promoter

Signature: [Signature] Date: 01/16/24

Daytime Phone Number: 605 415 2371

Date of your Event(s): 07/06/24 Group/Event Name: WO Motorsports Arenacross Race & Freestyle Motocross Show

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT
MEDICINE WHEEL RIDERS**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Interpretive Lot

Motorcycle parking from 9:00 a.m. to 4:00 p.m. Sunday, August 4, 2024.

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

Dated this 4th day of March, 2024.

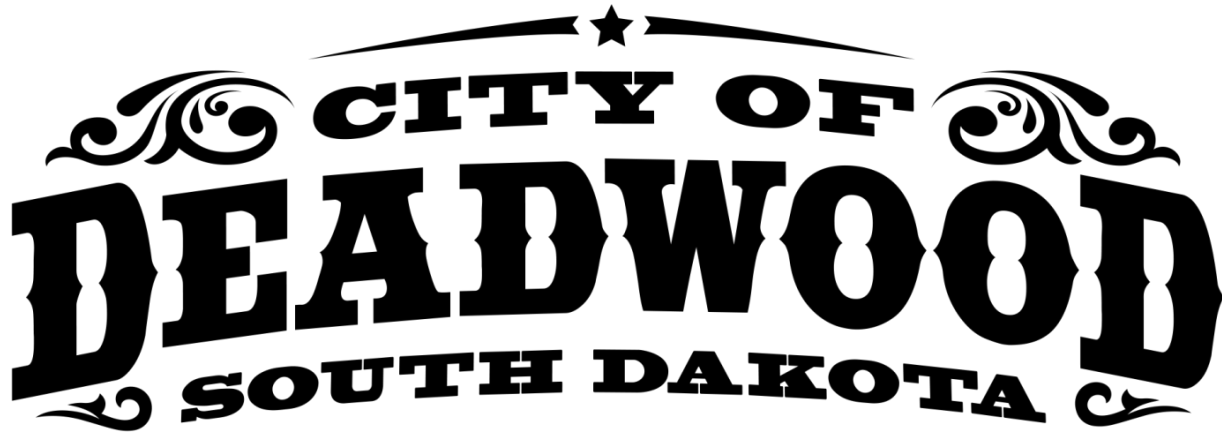
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: March 7, 2024

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Harley Davidson - Medicine Wheel Ride In - Parking

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Medicine Wheel Ride - HD

Event Date(s): August 4, 2024 Total Anticipated Attendance: 100
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 11 am AM / PM (to): 4 pm AM / PM)

Location / Staging Area: Outlaw Square

Set up/assembly/construction Interpretive Lot Start time: 9:00 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
gating and blocking out half of the Interpretive Lot, closest to Deadwood St. for Medicin
Wheel Riders parking

Dismantle Date: August 4 Completion time: 5 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: No Street Closures

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): _____

Applicant (NAME): Wade Morris aka Bobby Business Phone: (605) 717-6848

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

Daytime phone: (605) 717-6848 Evening Phone: (_____) Fax #: (_____)

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

Name: Brian Myrick 864-404-8389

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

Contact person "on site" day of event or facility use Brian Myrick Pager/Cell #: 864-404-8389

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

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

FEES / PROCEEDS / REPORTING

NO YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

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

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

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

The Medicine Wheel Womans Riders will be arriving in Deadwood at approximately 11 August 4 for an event scheduled at Outlaw Square as part of Harley Davidsons activatio at Outlaw Square.

We are requesting half of the Interpretive lot be cordoned off with gates to used for Medicine Wheel Riders parking. Parking will be from 11 am until 4 pm - lot will be reope at 4 pm.

Security will be in place at the entrance on the Deadwood Street side of the lot.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|-------------------------------------|-------------------------------------|---|
| NO | YES | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____
_____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

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

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

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

Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Private Security will be on hand and Outlaw Square staff will handle internal issues

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA compliant

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

NO YES

Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road Belle Fouché, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson 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 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: _____

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: _____

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Residents and businesses will be notified through public hearing notices.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

 Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: 1 Number of Bands: 1

Type of Music: variety

 Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 10 pm AM / PM

 Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: _____ AM / PM

Please describe the sound equipment that will be used for your event: _____
Outlaw Square PA & Powerhouse Sound Production Company

 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: _____
Harley Davidson banners in place

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

NO YES

 Will there be any live media coverage during your event? If **YES**, please explain:

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

NAME: _____ PHONE: _____

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____
 Agent's Name: _____
 Business Phone: (____)_____ Policy Number: _____ Policy Type: _____
 Address: _____
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris aka Bobby Rock Title: Director

Date: 2/27/24

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT WAIVER OF BANNER FEE, BIKE PARKING
LEGENDS RIDE**

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 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Interpretive Lot

Motorcycle parking from 6:00 a.m. to 3:00 p.m. Monday, August 5, 2024.

Street Closure Request:

Monday, August 5, 2024 - Pine to Deadwood Street from 9:00 a.m. to 4:00 p.m. for Legends Ride participants to register at the Silverado-Franklin Hotel & Gaming Complex

Request to Waive Banner Fee:

To waive banner fees for directional signage only Monday, August 5, 2024.

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

Dated this 4th day of March, 2024.

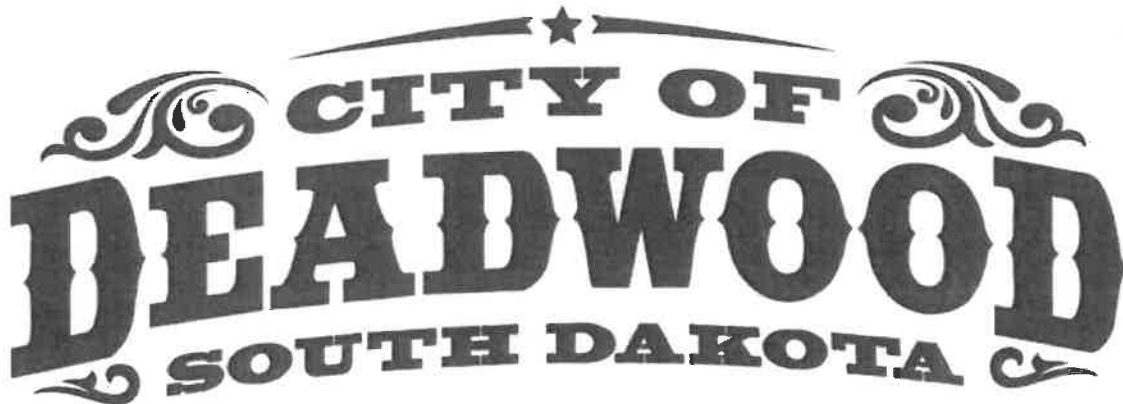
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: March 7, 2024

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**

LEGENDS RIDE 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Legends Ride

Event Date(s): 8/5/2024 Total Anticipated Attendance: 500
 (month, day, year) (# of Participants # of Spectators)

Actual Event Hours: (from: 9AM AM / PM (to: 4PM AM / PM

Location / Staging Area: Deadwood-Pine

Set up/assembly/construction 8/5/2024 Start time: 9AM AM / PM

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

Dismantle Date: 8/5/2024 Completion time: 4PM 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 to Pine 8/5/2024 9AM-4PM Interpretive Lot 6AM-3PM

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

OPEN CONTAINER

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

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

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Kris Sammons Business Phone: (605) 347-9000

Address: 205622 Fort Meade Way, Sturgis SD 57785
(city) (state) (zip code)

Daytime phone: (605) 347-9000 Evening Phone: (605) 641-8490 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: 205622 Fort Meade Way, Sturgis SD 57785
(city) (state) (zip code)

Contact person "on site" day of event or facility use Robert Pandya Pager/Cell #: 512-630-3960

(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): participants pay a fee that is completely used for charitable contribution to support local charities

Adopted June 1, 2023

**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:

Legends Ride, recurring yearly Event

Bikes parked in front of Silverado/Franklin

Held Monday August 5th, 9AM-4PM

Request the use of a section of the Interpretive Lot 6AM-3PM for overflow parking. If not utilized, the lot will be reopened.

Fund raising event to include charities such as South Dakota Special Olympics Rapid City Flame, Shriners Transportation Fund for Children and Treasured Lives.

Request to waive banner fees for directional banners.

Request Police Escort at 3PM in conjunction with SDDOT and all other local law enforcement agencies by special permit application

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

Adopted June 1, 2023

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Security will be provided _____

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Sidewalks to remain open _____

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: _____

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: _____

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____

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: 11AM AM / PM – Finish Time: 3PM 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: _____
Outlaw Square PA System

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: promoted by Buffalo Chip Campground website and social platforms

NO YES

Will there be any live media coverage during your event? If **YES**, please explain: local news agencies usually have a representative to film

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

NAME: Cody Ertman/Media PHONE: 605-641-2328

Adopted June 1, 2023

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: Jeremy Vliem/Sturgis
Business Phone: (605) 347-4644 Policy Number: _____ Policy Type: Commercial Liabilit
Address: 205622 Fort Meade Way, Sturgis SD 57785

(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): By Rod Woodruff Title: Pres
[Signature] Date: 1/25/24
(Signature of Applicant/Sponsoring Organization)

Adopted June 1, 2023

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
RUSTY WALLACE RIDE**

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 18, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Friday, August 9, 2024 - Pine to Deadwood Street from noon to 3:00 p.m. for ride participants.

Friday, August 9, 2024 - Deadwood Street closure from Main Street to Pioneer Way from 3:15 p.m. to 10:00 p.m. for ride participants.

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 4th day of March, 2024.

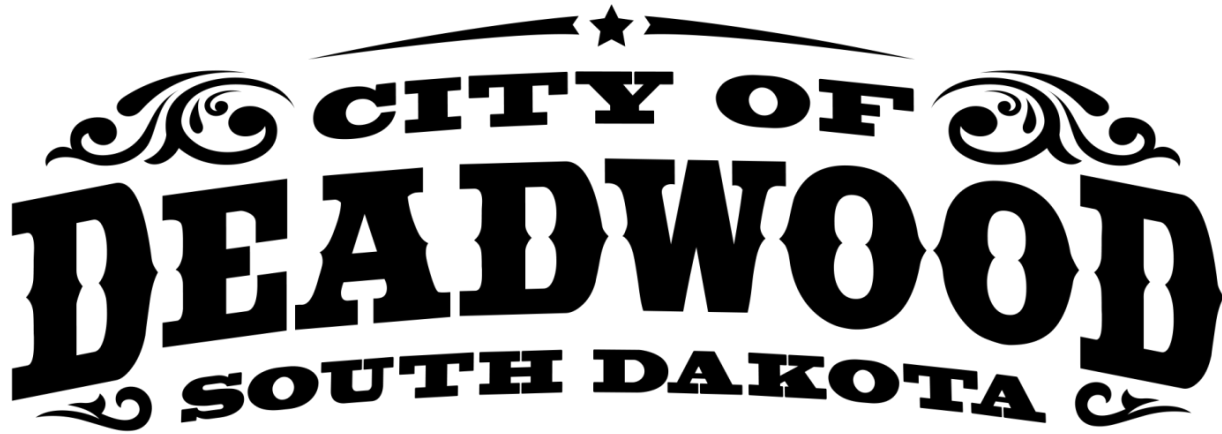
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: March 7, 2024

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

Rusty Wallace Ride - August 9, 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Rusty Wallace Charity Ride

Event Date(s): August 9, 2024 Total Anticipated Attendance: 150
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 12 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square/Main Street

Set up/assembly/construction August 9 Start time: 11 am / 4 pm AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Closing off Main street between Pine and Shine - Staging with include pre-set up of bar
Then the bollards will be in place with gates on Deadwood Street

Dismantle Date: August 9 Completion time: 3:15 pm(Main) 10 pm(d) AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main Street between Pine and Shine closed from 12 pm until 3 pm,
will reopen when riders depart - Deadwood St closed from 4 pm until 10 pm

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Wade Morris aka Bobby Business Phone: (605) 347-9000

Address: 205622 Fort Mead Way, Sturgis, SD 57785
(city) (state) (zip code)

Daytime phone: (605) 347-9000 Evening Phone: (605) 641-8940 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: 205622 Fort Mead Way, Sturgis, SD 57785
(city) (state) (zip code)

Contact person "on site" day of event or facility use Cory Ertman Pager/Cell #: 605-641-2328

(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): participants pay a fee that is completely use charitable contributions.

**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:
Rusty Wallace Charity Ride - this is the first time this ride is taking place in Deadwood.

The Rusty Wallace Charity Ride will kick off with a party at Outlaw Square and The Rocksino by Hard Rock Deadwood.

The registration will take place at the Outlaw Square and post ride event will take place at The Rocksino. - There will be NO alcohol served in Outlaw Square 9 am - 3 pm

We are requesting street closure of Main Street between Pine Street and Deadwood Street for registered bike parking from 12 pm until departure at 3 pm.

Request street closure of Deadwood Street from Main street to Pioneer way from 4 pm until 10 pm. Returning participants will park on Deadwood St. for post event gather at The Rocksino. Security will be in place at both the pre-ride event and post ride event.

Also request Deadwood Police escort upon departure and during arrival from 85/14 down Main street to Deadwood Street

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|-------------------------------------|-------------------------------------|---|
| NO | YES | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: <u>Charity Auction Items will be sold during event</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

Adopted June 1, 2023

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Security will be provided

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA compatible

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

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES
 Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?

Number N/A Ambulance(s) – How provided? _____

Number N/A Emergency Medical Technicians – How provided? _____

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD’s property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT’s property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD’s property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: _____

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: _____

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Residents and business will be notified through public meeting 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: 12 pm AM / PM – Finish Time: 3 pm AM / PM

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

Please describe the sound equipment that will be used for your event: Outlaw Square PA System will be used

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: registration signs will be in place

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe: promoted by Buffalo Chip Campground website and social media platform

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain: local news agencies usually have a reporter covering event

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Cory Ertman PHONE: 605-641-2328

Adopted June 1, 2023

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: Jeremy Vliem/Sturgis
Business Phone: (605) 347-4644 Policy Number: _____ Policy Type: Comm Liability
Address: 205622 Fort Mead Way, Sturgis, SD 57785
(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): _____ Title: _____

Date: _____

(Signature of Applicant/Sponsoring Organization)

ORDINANCE #1396

AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF DEADWOOD, SOUTH DAKOTA AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, FOR A PERIOD OF TEN (10) YEARS REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Commission of the City of Deadwood that, pursuant to SDCL Ch. 9-19, the Deadwood Ordinances be modified to read as follows,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "Midcontinent Cable Television Ordinance" and is sometimes referred to as the "franchise"

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals and public, educational, and governmental access channels.
2. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, (codified at 47 U.S.C. §§521-611 ([1982 & Supp. V. 1987])), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the *Telecommunications Act of 1996*, Pub. L. No. 104-104 (1996) as it may, from time to time, be amended.

3. “Cable service or services” means (A) the one-way transmission to subscribers of (i) video programming or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).

4. “Cable system or system” means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide cable services which includes video programming, and which is provided to multiple subscribers within the City, but such term does not include:

1. A facility that serves subscribers without using any right-of-ways;
2. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; or
3. Any facilities of any electric utility used solely for operating its electric utility systems.

5. "City" or "Grantor" is the City of Deadwood, South Dakota.

6. "Commission" is the City Commission of Deadwood, South Dakota.

7. “Facility” or “facilities” means Grantee’s wires, cables, towers, poles, communication attachments, fibers, equipment facilities, wireless communications facilities, and other component parts utilized to provide cable service and/or video programming to be installed or located in, along, over, upon, under, or through the right-of-ways by Grantee.

8. "FCC" shall mean Federal Communications Commission.

9. “Gross revenue” means any and all revenue in whatever form from any source received by Grantee or an affiliate of Grantee that would otherwise be subject to the payment of franchise fees pursuant to the provisions of 47 U.S.C. §542 derived from the operation of the cable system to provide cable service within the City. Gross revenues shall include, but are not limited to, all revenue received from basic and expanded basic, pay cable, digital services, high definition services, digital video recorder, video on-demand, and converter rentals. The term does not include any taxes or fees on cable services furnished by Grantee and imposed directly upon any subscriber, nonsubscriber, or user by federal, state, or local law and collected by grantee on behalf of such governmental unit, or amounts collected from subscribers for public, educational, and/or governmental access.

1. Gross revenues does not include any revenue which cannot be collected by Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in gross revenues for the collection period.

2. The term does not include revenue received from advertising, home shopping service commissions, leased access and service charges, including, but not limited to, installation, disconnection, repair, or other similar service charges.

3. It is understood that over the term of a franchise, Grantee may provide new services that are classified as cable services under a franchise and federal law. The parties anticipate and agree that such services shall be subject to franchise fees under this chapter and a franchise without any further amendment or other action by the parties hereto.

THIS NEW DEFINITION OF “GROSS REVENUE SHALL BE EFFECTIVE ON THE FIRST DAY OF THE MONTH FOLLOWING NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF THE FRANCHISE.

10. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.

11. "Grantee" is Midcontinent Communications (“Midcontinent”) or anyone who succeeds Midcontinent in accordance with the revisions of this Ordinance.

12. “Right-of-way” or “right-of-ways” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, or any public easement or right-of-ways now or hereafter held by the City which shall, within its proper use and meaning, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.

13. “Service area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

14. “Subscribers” are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive franchise and right to erect, maintain, and, construct facilities and to operate a cable system in the City for the purposes of offering cable service. The Grantee may utilize the right-of-ways within the City for the operation of a cable system providing cable service, subject to the requirements of this ordinance and all other applicable codes, laws, and regulations, both state and federal. This franchise shall be for a period of ten (10) years, commencing from and after the effective date of this Ordinance.

As a condition of use of the right-of-ways, every Grantee, at its sole cost and expense shall indemnify and hold harmless City for all damages and penalties as a result of the exercise of this franchise as described in XXIII of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

1. The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.
2. Grantee shall not, as to rates and charges, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage. This section shall not be construed to prohibit promotional or bulk discounts, or discounts that may be made available to seniors or the economically disadvantaged.
3. Grantee agrees to comply with the provisions of the Communications Act of 1934, § 631(a), (a)(1)(A-E), as amended, 47 U.S.C.A. § 551(a), (a)(1)(A-E).

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance. (“Service Area”)
2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise under the following conditions:
 - a. Whenever the Grantee shall receive a request for service from at least 30 residences within 1,320 cable-bearing strand feet (one-quarter mile) of its

trunk or distribution cable, it shall extend the Cable System to such Subscribers at no cost to said Subscribers for the extension, other than the usual connection fees for all Subscribers, provided that such Cable System extension is technically feasible and provided such an extension will not adversely affect the operation, financial condition, or market development of the Cable System or as provided for under subsection B, below.

- b. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as Subscriber's request to locate his cable drop underground in an area where other installations is done in an aerial manner or a distance of greater than 200 feet from the distribution cable to the connection of service to Subscriber, or a density of less than 30 residences per 1,320 cable-bearing strand feet (one-quarter mile) of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of materials, labor, and access to easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in an area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 30 residences. Subscribers who request service hereunder may bear the remainder of the construction and other cost on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction to be borne by such potential Subscribers be paid in advance.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC and is responsible for ensuring that its system is designed, installed, and operated in a manner that fully complies with applicable FCC rules including Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX – BUILD-OUT - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently or economically serve its subscribers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

With regards to build-outs for new developments;

- (a) Subject to the line extension provisions of SECTION V, Grantee shall extend cable service to all areas of the City with a density of 30 homes per mile at no cost for cable system extension other than the standard installation fees charged to all subscribers, and in accordance with its franchise and consistent with the rules and guidelines of the FCC.
- (b) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give all Grantees at least 14 days' written notice to Grantees of the construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit and/or cable. Grantee shall provide specifications as needed for trenching.
- (c) Should the Grantee determine that line extension is economically unfeasible, the Grantee and the developer agree to negotiate in good faith toward an equitable agreement. If the Grantee and the developer arrive at impasse, disputes over the extension shall be mediated by the City Commission 30 days after receipt of written request by either party.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All facilities, including transmission and distribution structures, lines, and equipment, erected by the Grantee within the City shall be maintained and located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said facilities, including poles or towers, shall be removed by Grantee whenever the City reasonably finds that the same restricts or obstructs the operation or location of any future streets or public places in the City of Deadwood, South Dakota.

2. All facilities, including transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of Grantee's cable system in the City right-of-ways, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.
4. All work in any way necessitated by the business of Grantee which may involve the disturbing, damaging, opening, excavating, breaking up or tearing up of a portion of a City right-of-way, including street, sidewalk or other part of any City-owned or City-controlled property, shall at the option of the City be done by the City at the expense of Grantee. Prior to any excavation, opening, disturbing, breaking or tearing up of any right-of-way, Grantee shall notify the City and obtain any necessary permits and post any necessary bonds except where a bona fide emergency exists. Grantee agrees to retroactively apply for the proper permits in those instances where emergency excavation was conducted. In the event the City does not exercise its option, in case of disturbance, damaging, opening, excavating, breaking or tearing up of any City right-of-way, including street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such right-of-way, street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its facilities, including poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of facilities and other equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or public place shall not interfere with the usual travel on such public way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.

7. The Grantee shall, on the request of (1) any person holding a building moving permit issued by the City, (2) any person holding a lawful over-size or over-height permit issued by the City or issued by an appropriate agency, (3) or any person who wishes to remove trees or structures from their property, shall temporarily raise or lower its wires to permit the moving of buildings or other oversized objects or to permit tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. In no event shall City pay such expense. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
8. Subject to all provisions of Deadwood City Ordinance Ch. 12.40 “Trees and Landscaping Standards”, the Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
9. In those areas within the City where a cable system offering cable service is currently placed underground, all facilities shall remain or be placed underground. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providers of other above ground services in the designated areas and at no cost to the City.
10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.
11. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same right-of-way or public place, or remove from the right-of-way or public place, any installation, facility, or property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of the street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Grantee shall in all cases have the privilege to abandon any property of Grantee in place as hereinafter provided.
12. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the

requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall, subject to the rights of the City to lawfully acquire or transfer the system, promptly remove all installations, facilities, wires, etc., and cable system from the City right-of-ways and public places other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the right-of-ways, public place or other area from which said facility or property has been removed to a condition satisfactory to the City.

13. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

SECTION XI - OWNERSHIP AND REMOVAL OF FACILITIES

Notwithstanding anything to the contrary in Section X, upon termination of a franchise, Grantee or its successors and assigns shall retain ownership of the cable system and shall be entitled at its option and expense to remove the cable system from all right-of-ways, private property, or to abandon said cable system. Should Grantee elect to remove the cable system, it is obligated to restore all property to its prior condition. If Grantee fails to restore the property satisfactorily, the City may complete the work and Grantee shall reimburse the City within 90 days of receipt of an itemized bill for such work.

Except as otherwise agreed in writing at the time of installation, all facilities for cable services installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment at its sole cost and expenses and is obligated to restore all property to its prior condition. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to Federal regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request, except the service drop pedestal.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior approval of the City Commission, which approval shall not be unreasonably withheld. This provision shall not apply to assignment of rights to a parent, subsidiary or affiliate of the Grantee.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate ten (10) years from the effective date of this Ordinance which Ordinance shall be subject to renewal pursuant to the provisions of the Cable Act, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original ten (10) year term has expired.

The City and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of a franchise.

If this Ordinance is not renewed, or if it is revoked for cause by the City, the transfer of Grantee's system shall be governed by Section 627 of the Cable Communications Policy Act of 1984, as amended.

SECTION XIV - ERECTION, REMOVAL AND COMMON USE OF POLES

1. There is hereby granted to the extent that the City is authorized to so do, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment and facilities from the City and all other holders of public licenses and franchises within the corporate limits of the City, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City.
 - a. Grantee, in consideration for this franchise, hereby acknowledges and agrees that City does not warrant the condition of any poles, facilities, equipment, or any other attachment to any poles, including anchors or guy-wires, or other pole supports, or the premises surrounding such poles as to its safety whatsoever, and Grantee hereby assumes all risk of any damage, injury, or loss of any nature whatsoever caused by or in connection with the use of said poles, facilities, and equipment on such poles, or the premises surrounding said poles, and Grantee agrees to indemnify, defend, and protect and hold City harmless in connection with Section XXIII of this Ordinance.
 - b. In the event that any pole of City to which Grantee desires to make an attachment of its facilities is inadequate to support Grantee's facilities, Grantee must cause the pole and current attachments thereto to be properly guyed and anchored. Whether a pole is inadequate to support Grantee's facilities must be determined by Grantee prior to attachment and it shall be Grantee's sole responsibility reinstall, guy, and/or anchor the pole to support all attachments and facilities on the pole. Grantee agrees to indemnify and hold harmless City for any damage or injury resulting from Grantee's failure to adequately guy or anchor a pole as set forth in Section

XXIII. Any guying, anchoring or strengthening of poles shall be at the expense of Grantee.

It is the stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole-line facilities whenever possible or wherever such usage does not interfere with the normal operation of said poles and pole-lines so that a number of new or additional poles constructed by Grantee within the City may be minimized. The annual rental for the use of City poles shall be set by the Commission by resolution and separate agreement.

2. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Commission or its designated representative determines that the public convenience would be enhanced thereby.
3. Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee, insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures, and the City shall hold Grantee harmless from any and all actions, causes of actions and damages caused by the placing of the City's wires or appurtenances upon the poles of the Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles, the City shall compensate for such additional expense.
4. Where a public utility serving the City desired to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Commission may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Commission determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

SECTION XV - RATES

1. Grantee shall at all times maintain on file with the City Finance Officer a schedule setting forth all rates and charges to be made to subscribers for cable services, including installation charges.
2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.

3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XVI - PAYMENT TO THE CITY

Grantee shall pay to the City during the term of the rights granted hereunder, and so long as the Grantee operates said system in an amount of up to 5% of its annual Gross Revenue. The City shall impose the same franchise fee percentage and Gross Revenue definition on all Grantees.

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to three percent (3%) of the annual total gross revenue of the cable system.

1. This franchise fee may be reviewed every two years by the City. In the event the franchise fee is increased, the City must give grantee a 180-day notice to implement the new fee. In accordance with the Cable Act, the 12-month period applicable under the franchise for the computation of the franchise fee shall be a calendar year.
2. The City may require Grantee to provide financial support permissible under the Cable Act, as a capital grant payable by each Grantee to the City for PEG capital requirements in the amount up to 1% of each grantee's gross revenue, as determined by the City no more frequently than once every two years. The capital grant shall be payable by each Grantee with the franchise fee payment as required by this chapter and shall be itemized and passed through to subscribers in the same manner. The City shall impose the same percentage fee on all Grantees or shall not impose the fee on any Grantee. The City shall provide all Grantees with 180 days' prior written notice for the implementation or modification of the capital grant.
3. The franchise fee and community grant payment shall be due monthly and payable within 30 days after the close of the preceding month. Each payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation. Payments shall be deposited to a City account electronically, unless otherwise agreed.
4. The community grant may be itemized and passed through to subscribers separate from and in the same manner as franchise fees. The City shall impose the same community grant percentage fee on all Grantees or shall not impose the community grant percentage fee on any grantor;
5. The franchise fee obligation herein is a material requirement of a franchise and is considered payment by Grantee for use of rights-of-way.

6. Notwithstanding the annual gross revenue fee or tax payable hereunder, if the Grantee is legally obligated to collect or pay any sales tax or other taxes, the Grantee shall have the right to charge the subscribers an additional amount equal to such tax.

SECTION XVII - SERVICE TO SCHOOLS, CITY AND FIRE DEPARTMENT

The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to public and parochial elementary and secondary schools within the City and as amended from time to time, at one terminal junction for each school building in an area served by Grantee for educational purposes upon request of the school system and shall also furnish to the schools, without charge, basic service to all sets connected within such building to the terminal junction. Internal wiring and expenses for additional set-top boxes required for services beyond the first free service shall be the responsibility of the school.

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at City owned buildings within an area served by Grantee and as amended from time to time, other than a hospital, nursing home, apartment or building at the airport, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to fire department buildings, library(ies), police station(s) within the City and as amended from time to time, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

Exhibit A shall provide a listing of the current locations which may be served by Grantee under this Section.

SECTION XVIII – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

The Grantee shall allocate one channel to the City as a public, educational or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

If City files a written request with Grantee for full-time use, and upon Grantee's vacating its use of the channel, then the Grantee shall have full use of this channel's capacity, but any portion not used by City may be used by Grantee. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use the PEG Channel. Grantee shall provide locations for program origination ("origination

points”). No charges may be assessed by Grantee for channel time or playback of prerecorded programming on the specially designated PEG access channels. Each user of the PEG access channels shall be responsible for the programming content and pay their own costs of programming. Grantee shall not exercise editorial control over PEG Channel. Grantee will include PEG access channels on its program guide channels. Any content that may be required for such listing will be the responsibility of City, based on the reasonable requirements for the furnishing of such content to grantee. Grantee will provide City with installation, equipment, and only that digital cable radio service generally available to Subscribers without an additional fee, subject to Grantee's ability to lawfully do so pursuant to its contracts with the affected content providers, to be utilized as background music for PEG electronic message systems at no cost to the City.

SECTION XIX - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Commission, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XX - MISCELLANEOUS

1. Grantee's legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Commission after consideration in a full public proceeding affording due process to all interested parties.
2. **Good Faith.** Grantee and the City shall act reasonably and in good faith, deal fairly, and cooperate with each other to enable performance of all obligations under this chapter and achievements of the expected benefits.
3. **Compliance with Law.** Compliance with federal, state, and local laws and changes require:
 - a. If any federal, state, or local law or regulation requires or permits Grantee or the City to perform any service or act or shall prohibit Grantee or the City from performing any service or act which may be in conflict with the terms of a franchise, then as soon as possible following knowledge thereof, City and Grantee shall notify the other of the point of conflict believed to exist between such law or regulation.
 - b. If any section, sentence, clause, or phrase of this chapter or a franchise is for any reason held to be invalid, unenforceable, or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter, or a franchise and the remainder shall remain in full force and effect.

4. **Nonwaiver of Obligation.** Grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise by reason of any failure of City to enforce prompt compliance.
5. **Door-to-Door Sales & Peddlers.** Subject to Chapter 5.28 of the Deadwood City Ordinances, Grantee shall be allowed to utilize a door- to-door sales force to market its cable service within the City
6. **Signage.** Subject to Chapter 15.32 of Deadwood City Ordinances, Grantee shall not place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Grantee or any other person or entity on grantee's facilities located in or on the right-of-ways, except minimal markings necessary to identify the cable system for service, repair, maintenance, or emergency purposes, or as required by applicable law or regulation.

SECTION XXI - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications

Policy Act of 1984 as it now exists, or as hereafter amended, replaced or superseded by other Act of Congress.

SECTION XXII – REMEDIES AVAILABLE TO CITY

If Grantee fails to perform in a timely manner any material obligation, as determined by the City, required herein, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:

- a. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time. Grantee shall have 30 days from receipt of the notice to: (a) respond to the City, contesting the assertion of noncompliance, which shall toll the running of any time frames hereunder until Grantee is afforded the public hearing required herein and a written determination of the City Commission has been issued, or (b) cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, Grantee will then be given 30 days' prior written notice of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.

b. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five business days therefrom. The City shall notify Grantee in writing of the time and place of such meeting and provide Grantee with an opportunity to be heard.

c. In the event the City Commission finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate, and no penalty or other sanction will be imposed.

d. Subject to applicable federal and state law, in the event the City Commission finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City Commission may establish a date, no earlier than 30 days following notification, by which grantee must comply with the obligation or the City may thereafter seek specific performance of any franchise provision, which reasonably lends itself to such remedy. In addition, the City Commission may impose reasonable damages and enforce imposition of such damages.

In the case of a substantial default of a material provision of the franchise, the City Commission may also implement the franchise termination procedures in accordance with the following:

1. The City shall give written notice to Grantee of its intent to revoke a franchise on the basis of a pattern of noncompliance by Grantee, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of the franchise at a public meeting. City shall cause to be served upon Grantee, at least ten days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.
2. At the designated meeting, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not a franchise shall be revoked. Grantee may appeal such determination to an appropriate court.

Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under a franchise in lieu of revocation of a franchise.

e. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate. The parties hereby agree that it is not the City's intention to subject Grantee to penalties, fines, forfeitures, or revocation of a franchise for so-called "technical" breach(es) or violation(s) of a franchise or local cable ordinance, which shall include, but are not limited to, the following:

1. In instances or for matters where a violation or a breach by Grantee of a franchise or local cable ordinance was a good-faith error that resulted in no or minimal negative impact on the customers within the service area.
2. Where there existed circumstances reasonably beyond the control of Grantee and which precipitated a violation by Grantee of a franchise or local cable ordinance, or which were deemed to have prevented Grantee from complying with a term or condition of the franchise or local cable ordinance.

Should the City seek to revoke a franchise after following the procedures set forth above, the City shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of a franchise at a public hearing. The City shall cause to be served upon Grantee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke a franchise.

At the designated hearing, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the franchise shall be revoked. Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

Notwithstanding this Section, the City may, at its sole discretion, take any lawful action which it deems appropriate to enforce a franchise and the exercise of any of the remedies as set forth herein shall not constitute an election of remedies or otherwise be considered a waiver by the City to take any lawful action or exercise any appropriate remedy it deems appropriate to enforce the terms and conditions of this chapter and a franchise.

SECTION XXIII - LIABILITY AND INDEMNIFICATION

1. **Indemnify & Hold Harmless.** Grantee agrees, by acceptance of this franchise, that it shall indemnify and save free and harmless, and by the acceptance of a franchise, agrees to indemnify and save free and harmless the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City from and against any and all liability by reason of or arising out of any and all claims, demands, causes of action, or proceedings which may be asserted, prosecuted, or established against them or any of them, for injury to persons or tangible damage to property of whatever nature arising out of the use by Grantee of the right-of-ways, or of any other operations or activities of Grantee pursuant to this chapter and a franchise and the operation of a cable system, whether such damage shall be caused by negligence or otherwise (including but not limited to any liability for damages for defamation and damages by reason of or arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by Grantee's cable system or vehicle operations) and irrespective of the amount of the liability insurance policies required hereunder, but excepting therefrom liability arising out of any claim, demand, cause of action, or proceeding resulting from the negligence or willful misconduct of the City, the City Commission, each member thereof, or officers, agents, employees, or members of boards and commissions of the City, or resulting from the negligence or willful misconduct of persons distributing programs via the PEG access channels over which persons and programming Grantee cannot legally and does not exercise control.
2. **Defend at own cost.** Grantee, by the acceptance of a Franchise, agrees to defend at its own cost and expense the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City against any and all claims, demands, actions, or proceedings brought against them or any of them, in respect to the matters embraced by the indemnity set forth herein and regardless of a cross-indemnity claim that is or may be asserted by Grantee against the City.
3. **Insurance requirement.** Concurrently, with the filing of the acceptance of award of a franchise, Grantee shall furnish to the City and at all times during the existence of franchise shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy and in a form reasonably satisfactory to the City. Said policy shall include, but shall not be limited to, personal injury, broad-form property damage, blanket contractual, completed operations, underground hazard, explosion and collapse hazard, independent contractors, vaults, and products liability insurance. Said policy shall ensure Grantee, the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards or commissions of the City against liability for all matters embraced herein with minimum combined single liability limit of two million dollars (\$2,000,000).

4. **Workers' compensation insurance requirement.** Grantee will obtain and maintain workers' compensation insurance for all grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee, by acceptance of a franchise, thereby agrees it indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under a franchise and the commencement of any construction, system upgrade, reconstruction, or maintenance of a system. The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability, therefore.
5. **Auto liability requirement.** Grantee shall provide automobile liability insurance covering all grantee's owned, non-owned, and hired automobiles, trucks, and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than two million (\$2,000,000) combined single limit each occurrence. This insurance coverage shall be increased/decreased annually to reflect changes in the Consumer Price Index.
6. **Additional insureds.** The policies of insurance shall contain an additional insured clause providing that City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City shall be named as an additional insured under said policy. Each such policy required above shall provide that it is to be considered primary insurance in the event a demand is made on the City. Each policy required above shall contain a provision by the insurer to perform the covenant for defense set forth herein for the benefit of the additional insureds. This provision shall not apply to workers' compensation insurance.
7. **Cancellation of insurance.** Each of the above-listed policies of insurance shall contain a provision that a written notice of cancellation or reduction in coverage shall be delivered to the Mayor 30 days in advance of the effective date thereof. If such insurance is provided by a policy which also covers any other entity or person other than those above-named, then such policy shall contain the standard cross-liability enforcement. Grantee will not cancel or reduce said insurance coverage without the City having been given 30 days' prior written notice thereof by Grantee.
8. **Certificate on file.** A certificate of insurance coverage shall be filed in the Finance office concurrently upon the acceptance of the award of this franchise and shall be updated annually if any changes to the policies occur. The grantee

- will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The grantee agrees to hold the City harmless from any liability, including additional premium due because of the grantee's failure to maintain the coverage limits required.
9. **Waiver of subrogation.** Any insurance policies procured by grantee shall provide that the insurance carrier waives all rights of subrogation against the City, except as they relate to gross negligence or willful misconduct on the part of the City and except as related to workers' compensation insurance.
 10. **Liability to third parties.** Grantee shall be liable for the acts of its third parties (contractors and subcontractors) and ensure that before commencement of work regarding construction, operation, and maintenance of its cable system, any such third parties have provided insurance in compliance with this chapter.
 11. **Survival of obligation.** Grantee's covenants and obligations under this Article XXIII shall survive the expiration or any termination of a franchise agreement for a period of two years.

SECTION XXIV – SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Dated this 18th day of March, 2024

CITY OF DEADWOOD

BY: _____
David Ruth Jr., Mayor

ATTEST:

BY: _____
Jessica McKeown, Finance Officer

(SEAL)

First Reading: March 4, 2024
Second Reading: March 18, 2024
Published: March 21, 2024
Effective: April 10, 2024

Published once at the approximate cost of _____.

EXHIBIT A

CITY LOCATIONS
Adams Museum, 54 Sherman Street;

Adam House, 22 Van Buren Street;
Broadway Parking Ramp, 630 Broadway Avenue;
Deadwood Parks Shop, 19 Seventy-Six Drive;
Deadwood City Hall, 102 Sherman Street;
Deadwood Public Library, 435 Williams Street;
Deadwood Fire Department, 73 Main Street;
Deadwood Welcome Center, 501 Main Street;
Days of '76 Museum, 18 Seventy-Six Drive;
Deadwood Recreation Center, 105 Sherman Street;
Deadwood Water & Street Department, 67 Dunlop Avenue;
HARCC, 150 Sherman Street; and
Trolley Barn, 62 Dunlap Avenue.



- Civil Engineering
 - Water Resources
 - Transportation
 - Geospatial Solutions

March 8, 2024

Mr. Kevin Kuchenbecker
City of Deadwood – Historic Preservation
108 Sherman Street
Deadwood, SD 57732
via email: kevin@cityofdeadwood.com

RE: City of Deadwood GIS Technical Services Retainer – 2024

Dear Kevin,

The City of Deadwood has utilized Geographic Information Systems (GIS) technology for the past 20 years to assist with managing many of the City's assets and operations. Over time, significant advancements in technology have only enhanced and broadened the opportunities GIS presents for improving operational efficiency and organizational awareness. The trolley tracker, viewshed analysis and department-specific web mapping applications are just a few examples of the power GIS can bring to small government. It is my sincere desire to see the City of Deadwood continue developing their GIS capabilities, leveraging on the significant investment already made.

As such, City of Deadwood personnel will continue to need some technical assistance. This proposal will serve as a GIS Professional Technical Services retainer for tasks to be performed on a time and materials basis, in accordance with current-year Schedule of Charges (2024 attached as Exhibit A) not to exceed \$30,000.00. It is anticipated that requested task could include, but will not be limited to:

1. Continued support of existing infrastructure, database and applications;
2. Workstation software upgrades;
3. Mobile data collection setup and/or training;
4. Storymap development and/or training;
5. ArcGIS Online/ArcGIS Pro development and/or training;
6. Cloud management of resources.

The tasks listed above, and/or any other tasks performed under this contract, will be completed as directed by City of Deadwood staff and includes labor and transportation only. Equipment and software/licensing will be provided by the City of Deadwood.

Thank you for the opportunity to provide this proposal for Professional GIS Technical Services. If you have any questions, comments or believe that any of the assumptions we have made should be modified, please contact me at 605-343-3311.

Sincerely,
Avid4 Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Zach Lampert", is written over a blue ink scribble.

Zach Lampert, EI, GISP
Geospatial Analyst

Encl: as noted

AUTHORIZATION AND AGREEMENT FOR SERVICES



1805 Samco Road, Rapid City, SD 57702
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: City of Deadwood - Historic Preservation 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: Historic Preservation Officer

PROJECT INFORMATION:

Project Name: GIS Technical Services
Project Location: Deadwood, SD / Microsoft Azure
Legal Description: N/A

Description of Work: Continued GIS technical services as outlined in the attached proposal letter, dated March 8, 2024.

Estimated Completion Date: Ongoing.

BILLING ARRANGEMENTS:

Invoices will be sent monthly. Work will be billed on a time and materials basis, not to exceed \$30,000.00 in accordance with Avid4's current Schedule of Charges. The 2024 Schedule of Charges is included in the attached proposal.

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

SIGNATURES:

CLIENT (Person Responsible for Payment)

Date: _____


CONSULTANT (Avid4 Engineering, Inc.)

Date: 3/8/24

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.



- Civil Engineering
 - Water Resources
 - Transportation
 - Geospatial Solutions

EXHIBIT A

2024 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer/Land Surveyor	\$195.00
Principal Professional Engineer	\$185.00
Professional Engineer IV	\$165.00
Professional Engineer III	\$145.00
Professional Engineer II	\$130.00
Professional Engineer I	\$120.00
Geospatial Analyst	\$125.00
Graduate Engineer III	\$110.00
Graduate Engineer II	\$100.00
Graduate Engineer I	\$90.00
Senior Technician	\$130.00
Technician IV	\$100.00
Technician III	\$95.00
Technician II	\$85.00
Technician I	\$80.00
CAD Technician II	\$115.00
CAD Technician I	\$85.00
Office Manager	\$115.00
Administrative	\$90.00
Clerical	\$70.00
Mileage	\$ 0.67

AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT FOR PUBLIC IMPROVEMENTS (the "Agreement") is made and entered into this 18th day of March 2024 by and between the City of Deadwood, a municipal corporation of the State of South Dakota whose address is 102 Sherman Street, Deadwood, SD 57732 (the "City"), and PSF, LLC, a South Dakota limited liability company (hereinafter, "Developer" or "Owner").

WHEREAS, the Developer owns certain real property within the municipal boundaries of the City of Deadwood, and more specifically described in Exhibit A attached hereto and incorporated herein by this reference, (the "Property");

WHEREAS, the Developer intends to construct a housing development and the necessary infrastructure associated with the development, the effect of which will directly impact and generate the need for on-site and off-site improvements;

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this agreement are reasonable, necessary and appropriate; and

WHEREAS, the City has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL 11-6-27; and

WHEREAS, pursuant to its statutorily authorized authority, the City has enacted ordinances which require the Developer to construct and/or install certain Improvements necessitated by subdivision and/or development of the Property.

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

I. IMPROVEMENTS REQUIRED

A. The Developer shall provide for the construction/installation of the Improvements or other performance requirements set forth in Exhibit B as follows:

1. Exhibit B, attached hereto and incorporated herein by this reference, contains all required Improvements related to the proposed subdivision covered by this agreement.
2. Exhibit B includes a description of Improvements and a schedule of the estimated costs of the Improvements to be accepted by the City.
3. Exhibit B provides for surety estimates only and shall not be used to establish construction standards or specifications. If there is a conflict between Exhibit B and the construction plans approved by the City, the approved plans shall govern.

AGREEMENT FOR PUBLIC IMPROVEMENTS

B. The Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section V herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section VI herein ("Final Acceptance").

C. Engineering Construction Plans for public right-of way and/or or public improvements must be approved by the City prior to construction, or installation of the Improvements.

D. If the City is required to use the Infrastructure Security or the Infrastructure Warranty to construct any of the Improvements contemplated by this agreement, it is understood by the parties that the surety can be used to cover any additional engineering, surveying, testing or other professional services costs necessarily incurred in completing the Improvements.

II. CONSTRUCTION PHASING

The Developer may divide the required Improvements contemplated by this agreement into three (3) construction phases. Phasing of the Improvements shall be permitted subject to the terms and conditions of this agreement. The Developer, at its discretion, may modify the sequence of the phase of construction if approved administratively by the City Engineer.

III. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

A. Prior to filing of a final plat, the Developer shall provide to the City cash-in-lieu of bond, an irrevocable letter of credit, or a performance surety bond payable to the City to secure completion of the Improvements contemplated by this agreement (the "Infrastructure Security"). The Developer shall not be required to post the Infrastructure Security required by this section for any Improvements which have been completed and for which Initial Acceptance by the City has been obtained. Upon completion and Initial Acceptance of any phase, the Developer may provide the City with an updated cost estimate of the remaining improvements and have its surety reduced to reflect the value of the outstanding Improvements. If the Developer is providing cash-in-lieu or a irrevocable letter of credit, the amount of the surety shall be equal to one hundred fifteen percent (115%) of the estimated cost of the Improvements. A bond or letter of credit shall be valid until Initial Acceptance. The Developer shall obtain Initial Acceptance of the improvements contemplated in this agreement at least six (6) months before the expiration of any instrument provided under this section. If the Developer fails to do so, the City may draw on the instrument and complete the improvements or may require that the Developer extend the expiration date of the original surety or provide a new surety to replace the original instrument. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

B. Upon issuance of the letter of Initial Acceptance described in Section V(D), the City shall release the Infrastructure Security so long as all releases of any mechanic's liens have been filed with respect to the project and an acceptable Warranty Security as provided in Section IV of this agreement has been executed and delivered to the City.

AGREEMENT FOR PUBLIC IMPROVEMENTS

C. Developer Default.

1. In the event Developer fails to obtain Initial Acceptance within the time frame outlined in this agreement, subject to any timeframe adjustments agreed upon by the City and the Developer, the City may use the Infrastructure Security and apply such funds to completion of the Improvements.

2. In the event of a default, the City will provide the Developer written notice of such default at its last known address by first class mail. The Developer shall have ninety (90) days from the written notice of default to cure such default.

3. The City shall refund any Infrastructure Security not applied to completion of the Improvements within 60 days of accepting the Improvements constructed with the Infrastructure Security. Any remaining funds will be returned to the bank or surety, or in the case of cash in lieu of a surety, to the Developer.

4. The method and manner in which the City elects to construct or install the Improvements shall be consistent with the plans previously approved by the City; provided, that nothing herein shall obligate the City to install or complete the Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this agreement.

IV. WARRANTY

A. Developer hereby warrants the Improvements to be constructed pursuant to this agreement will be free from defects, including, but not limited to, defects of materials, workmanship and design and that the Improvements otherwise fully comply with all applicable City standards and specifications per the approved plans. The warranty period begins to run at Initial Acceptance of the Improvements per Section V(D) of this agreement.

B. Prior to Initial Acceptance of the Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to ten percent (10%) of the total estimated cost of the Improvements (the "Infrastructure Warranty"). The City agrees to work with the Developer to either reduce, or convert the Infrastructure Security to cover the Warranty Period if the Developer so desires.

C. The Infrastructure Warranty shall be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the letter of Initial Acceptance (the "Warranty Period").

1. Any entity issuing a warranty bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.

2. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

AGREEMENT FOR PUBLIC IMPROVEMENTS

D. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City Engineer may elect to exercise one or more of the options listed below:

1. Extend the Warranty Period of any Improvement(s) which have been repaired or replaced for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty Security;
2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements.

V. INITIAL ACCEPTANCE

Initial Acceptance of Improvements.

A. In order to obtain Initial Acceptance of Improvements for a phase or an entire project, Developer shall submit to the City a request for Initial Acceptance of Improvements on a form provided by the City and one (1) copy of "as built" drawings. The developer may divide the required Improvements contemplated by this agreement into three (3) phases. The phases will be identified pursuant to Section II of this agreement. The Developer may obtain Initial Acceptance of each phase as it is completed. Upon Initial Acceptance of a phase, the warranty period for the Improvements constructed in that phase will begin to run.

B. Within fifteen (15) business days of receipt of a request for Initial Acceptance, the City shall review the "as built" drawings and shall either approve the drawings or return the drawings to the Developer with comments.

1. In the event the "as built" drawings are returned to Developer with comments, the Developer shall resubmit "as built" drawings to the City incorporating the revisions contained in the comments.

2. Once the "as built" drawings are approved, Developer shall submit to the City "certified as built" drawings and electronic AutoCAD files.

C. Within fifteen (15) business days of receipt of a request for Initial Acceptance of Improvements, the City shall inspect the Improvements.

1. During, or subsequent to, inspection of the Improvements, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. The City shall generate and return the written "punch list" to the Developers within five (5) business days after the inspection.

2. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Initial

AGREEMENT FOR PUBLIC IMPROVEMENTS

Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Infrastructure Security in Section III of this agreement and complete the items identified on the punch list.

3. The City Engineer may authorize the Initial Acceptance of the Improvements if they find the Improvements to be substantially complete. This provision is meant to allow for Initial Acceptance to be granted when only a few minor items from the punch list remain to be completed. The remaining Improvements will be completed within a timeframe agreed to by the City Engineer and the Developer. Any remaining Improvements will be covered by the warranty surety and the City may use the warranty surety to complete the improvements if the Developer fails to do so within the timeframes agreed to, or any reasonable extensions thereof.

D. Upon a finding of satisfactory completion of the Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Improvements via certified letter to the Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Improvements as identified in Section III(C).

E. Building permits may be issued prior to Initial Acceptance if Infrastructure Security has been issued and all required fire hydrants, water for fire suppression, and reasonable emergency access to the lots on which building permits are requested are satisfactory as determined by the City

VI. FINAL ACCEPTANCE OF IMPROVEMENTS

A. Procedure for Final Acceptance. Not earlier than ninety (90) days or later than sixty (60) days prior to the date of expiration of a Warranty Period for any phase, The City will initiate a final inspection. The City will make reasonable attempts to notify the Developer of the date and time of the final inspection and will allow the Developer, or their representative, to observe the inspection.

1. After the final inspection has been completed, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. If there are no items in need of correction, repair or replacement, the City shall issue the Letter of Completion and Final Acceptance pursuant to paragraph 4 of this section. The City shall send the Developer the "punch list" or Letter of Completion and Final Acceptance within ten (10) business days of completing the final inspection.

2. In the event repairs are needed and the Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Final Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to

AGREEMENT FOR PUBLIC IMPROVEMENTS

the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Warranty Security in Section IV of this agreement and complete the items identified on the punch list.

3. If the Improvements subject to the inspection request fully conform to this agreement and the City's applicable standards and specifications, and/or all repairs or replacements, if any are needed, have been made to bring the Improvements into conformance, the City shall issue to the Developer via certified letter, a Letter of Completion and Final Acceptance.

4. Subject to the provisions of this agreement, the City shall release the Warranty only after Final Acceptance of the Improvements related thereto. The expiration or failure of any surety and or other security provided to secure the Improvements contemplated herein shall not release or excuse the Developer from performing the obligations contained herein.

C. Developer's failure to obtain Final Acceptance of improvements prior to expiration of the Warranty Period related thereto shall constitute a breach of this agreement, and the City may exercise its rights to secure performance as provided in Section XIII(B) of the agreement.

D. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from Warranty any Improvements that are defective or damaged with the exception of normal wear and tear as identified by the City Engineer.

VII. DEVELOPMENT STANDARDS AND PROCEDURES

A. **Engineering Services.** Developer shall procure at its sole expense all engineering and landscaping services necessary and appropriate in conjunction with the development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of South Dakota as may be appropriate.

B. **Review.** All applicable plans shall be reviewed by the City for conformance to the City's ordinances, regulations and design standards. No construction of any Improvements shall occur without prior plan approval.

C. **Right-of-Way Permit.** Prior to commencing construction of the Improvements, Developers shall obtain all required Right-of-Way permits, pay all fees related thereto and pay any associated City fees as required.

D. **Testing.** Developer shall employ at their sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

AGREEMENT FOR PUBLIC IMPROVEMENTS

E. Inspection. During construction of the Improvements and until Final Acceptance, Developer shall request and coordinate with the City all inspections thereof. The City will provide to the Developer or their representative a list of the required inspections. The City will have two (2) business days in which to conduct an inspection when requested. Upon completion of the required inspection, the City will provide the Developer or their representative a notification verifying that the inspection was completed. If the Developer does not request a required inspection, the City shall have the right to require the Developer to remove and replace any Improvements which were installed without the required inspection. The Developer shall reasonably cooperate and assist the City to gain access to the areas designated for inspection. The Developer shall also notify the City upon discovery that any Improvements were not installed, or constructed in conformance with the approved plans, or the City's standards and specifications. Inspection and acceptance of work by the City shall not relieve Developer of any responsibility under this agreement.

F. Erosion Control. All work associated with the installation or construction of the Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.

1. Developer shall, at their own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks and debris at all times during construction.
2. Within twenty-four (24) hours of verbal notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.
3. If Developer fails to respond within 24 hours, the City is unable to contact Developer after reasonable effort or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear the affected streets and rights-of-way and invoice Developer at the City's prevailing rate for which Developer shall be liable for prompt payment.

VIII. CONTRACTORS, SUBS AND SUPPLIERS; PAYMENT, REMOVAL OF LIENS A.

Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed by the City before any work on the Improvements is commenced.

B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property. Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

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IX. NON-LIABILITY

Developer acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to, Developer or third parties are assumed by such review approval or immunity waived.

X. INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this Section shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the City.

XI. INSURANCE

A. Coverages. The Developer agrees to provide the City with a certificate of insurance showing that the Developer has the following coverages:

1. Workers' Compensation Insurance as required by South Dakota state statute and all other insurance required by any applicable law.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with this agreement.

The certificate shall be subject to review and approval by the City prior to commencement of any services under this agreement. The City shall review the Certificate within ten (10) working days of receipt. The certificate shall identify the City as an additional insured pursuant to this agreement. The completed certificate shall be sent to:

The City of Deadwood
102 Sherman Street
Deadwood, SD 57732

B. Self-Insurance. Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City.

C. Requirements. If not self-insured per paragraph XI(B). above, Developer shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and

AGREEMENT FOR PUBLIC IMPROVEMENTS

maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Failure to Obtain Insurance Constitutes Breach. Developer's failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this agreement and, if said breach is not cured within ten (10) business days of written notice by the City to Developer, the City may immediately terminate this agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City.

E. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this agreement.

XII. FEES AND CHARGES

Fees and charges shall be assessed pursuant to the provisions of the Rapid City Municipal Code and/or any fee resolutions properly adopted by the City Council at the time this agreement was entered into.

XIII. MISCELLANEOUS PROVISIONS

A. Governing Law and Venue. This agreement shall be governed by the laws of the State of South Dakota, and venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Pennington, State of South Dakota. The parties hereto agree and acknowledge that this agreement may be enforced at law or in equity.

B. Breach or Default.

1. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof and such non-compliance is not cured and brought into compliance within the time frames specified in this agreement, or within thirty (30) days of written notice of breach to Developer by the City in cases where no time frame is specified, the City may exercise its rights to the Infrastructure or Warranty Security provided for in this agreement to cure the breach. The City Engineer may provide a longer cure period at the request of the Developer.

2. Notice by the City to Developer shall specify the conditions of default. The Developer's cure period shall begin upon being notified by the City of the breach and/or default.

3. Nothing hereunder shall be construed to limit the City from pursuing any other remedy at law or in equity that may be appropriate under the City Code, applicable laws and the legal standards of the State of South Dakota or United States before any court of competent jurisdiction. Such remedies shall be cumulative.

AGREEMENT FOR PUBLIC IMPROVEMENTS

C. Governmental Immunity Act. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of South Dakota State Statutes.

D. Title and Authority. Developer warrants to the City that it is the record owner of the Property, or acting in accordance with a valid and unrevoked power of attorney of the record owner which has been attached hereto. Each individual executing this agreement covenants and warrants that he or she is fully authorized to execute this agreement on behalf of the party he or she represents.

E. No Waiver. The failure of the City to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

F. Binding Effect. This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns. If the Developer sells, or otherwise transfers ownership of the development contemplated by this agreement to another party, the Developer must inform the City and an assignment of this agreement must be executed by the City, the Developer and the purchaser. Until a written assignment of this Agreement is executed by the parties, the Developer shall remain responsible for all of the promises and obligations contained in this Agreement. This agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled. The Developer acknowledges that but for the promises made herein, the City would not approve the subdivision contemplated herein. The Developer further acknowledges that the City's approval of the proposed subdivision is good and sufficient consideration for the promises it has made herein.

G. Entire Agreement. This agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

H. Notice. Any notice that may be given under the terms of this agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:
PSF, LLC
Attn: Bill Pearson
PO Box 631
Deadwood, SD 57732

CITY:
Jessica McKeown, City Finance Officer
City of Deadwood
102 Sherman Street
Deadwood, SD 57732
605-578-2600

I. Severability. To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

AGREEMENT FOR PUBLIC IMPROVEMENTS

City of Deadwood
APPROVED AS TO FORM:

By:

RECOMMENDED AND APPROVED:

By:

AGREEMENT FOR PUBLIC IMPROVEMENTS**Exhibit A****Description of Property**

Palisades Tract of Deadwood Stage Run Addition, formerly Tracts E, F, G, H, I, J, K, and L and the remaining portion of M.S. 696 Palisades Stone Placer, all located in the SW $\frac{1}{4}$ Section 14, the SE $\frac{1}{4}$ of Section 15, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded as Document No. 2008-2791, EXCEPTING the Dedicated Public Right of Way, according to the Plat recorded as Document No. 2008-5119, and EXCEPTING Lots 3 thru 22, Lot A, Lots 1A and 2A, Lot C-1, Lot C2, Lot MF-1, and Common Lot B of Block 1, Lots 1A, 3A, 5A and 8A, Lots 9 thru 17, Lot 18A, Lots 20 thru 30. Lot 31A and Lot C1 of Block 2, Lots 1 thru 3 of Block 3A, Lots 1A, 1B, 1C, and 1D and Lots 2 thru 14 of Block 4A of Palisades Tract of Deadwood Stage Run Addition, and EXCEPTING dedicated rights of way of in plats of record,

Tract B of Palisades Stone Placer M.S. 696, Lawrence County, South Dakota, recorded in Plat Document No. 84-2419,

AGREEMENT FOR PUBLIC IMPROVEMENTS
Exhibit B - Schedule of Improvements

AGREEMENT FOR PUBLIC IMPROVEMENTS

Contractor's Application for Payment No. 3

Application Period: October 1, 2023 to December 15, 2023		Application Date: 12/19/2023
To (Owner): Summit @ Deadwood Stage Run, LLC	From (Contractor): Slowey Construction	Via (Engineer):
Project: Summit @ Deadwood Stage Run Addition	Contract: Summit @ Deadwood Stage Run	
Owner's Contract No.: 2116-00127	Contractor's Project No.:	Engineer's Project No.: 2116-01127

**Application For Payment
Change Order Summary**

Number	Additions	Deductions
1	\$10,138.79	
2	\$13,500.00	
3	\$108,184.72	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$131,823.51

1. ORIGINAL CONTRACT PRICE.....	\$ 7,476,824.57
2. Net change by Change Orders.....	\$ 131,823.51
3. Current Contract Price (Line 1 ± 2).....	\$ 7,608,648.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,027,428.37
5. RETAINAGE:	
a. 10% X \$769,285.38 Work Completed.....	\$ 76,928.54
b. 10% X \$258,142.99 Stored Material.....	\$ 25,814.30
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 102,742.84
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 924,685.53
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 566,618.01
8. AMOUNT DUE THIS APPLICATION.....	\$ 264,067.52
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 667,456.73

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
 By: _____ Date: _____

Payment of: \$ 264,067.52
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Doarf 1/23/24
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 1/24/24
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Water	\$158,895.54
Sewer	\$114,399.66
Storm	\$10,450.39
Roadway & Site	\$640,939.93

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Summit @ Deadwood Stage Run						Application Number: 3					
Application Period: October 1, 2023 to December 15, 2023						Application Date: 12/19/2023					
A					B	C	D	E		F	
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization	1	LS	\$705,307.39	\$705,307.39	0.15	\$105,796.11		\$105,796.11		\$599,511.28
2	Remove Asphalt	66	SY	\$41.33	\$2,727.56						\$2,727.56
3	Remove Curb & Gutter	15	LF	\$33.06	\$495.92						\$495.92
4	Remove Sidewalk	57	SF	\$24.24	\$1,381.96						\$1,381.96
5	Remove & Resest 8"x8"x6" Tee	1	EA	\$2,204.09	\$2,204.09						\$2,204.09
6	Remove & Reset 8" Gate Valve	1	EA	\$3,306.13	\$3,306.13						\$3,306.13
7	6" HDPE Storm Sewer	60	LF	\$52.35	\$3,140.82			\$324.00	\$324.00		\$2,816.82
8	18" RCP Storm Sewer	1,096	LF	\$99.46	\$109,007.46						\$109,007.46
9	18" RCP FES & Cut-Off Wall	5	EA	\$7,163.28	\$35,816.39						\$35,816.39
10	24" RCP Storm Sewer	512	LF	\$121.78	\$62,349.17						\$62,349.17
11	24" RCP FES & Cut-Off Wall	2	EA	\$7,604.10	\$15,208.19						\$15,208.19
12	6" HDPE 45 Degree Bend	2	EA	\$165.31	\$330.61			\$96.59	\$96.59		\$234.02
13	2'x3' Type B Inlet	5	EA	\$6,887.77	\$34,438.84			\$2,727.27	\$2,727.27		\$31,711.57
14	2'x6' Double Type B Inlet	19	EA	\$8,265.32	\$157,041.10						\$157,041.10
15	3'x6' Double Type B Inlet	7	EA	\$11,075.53	\$77,528.71						\$77,528.71
16	48" Storm Manhole	2	EA	\$5,539.97	\$11,079.94						\$11,079.94
17	RipRap	159	TON	\$90.37	\$14,368.43						\$14,368.43
18	4" PVC SDR-35 Sewer Service Line	2,745	LF	\$54.61	\$149,894.08			\$6,619.20	\$6,619.20		\$143,274.88
19	8" PVC SDR-35 Sewer Main	6,331	LF	\$68.05	\$430,831.79			\$62,874.84	\$62,874.84		\$367,956.95
20	8" Cap	3	EA	\$110.20	\$330.61			\$146.98	\$146.98		\$183.63
21	Concrete Pipe Anchor	6	EA	\$661.23	\$3,967.35						\$3,967.35
22	48" Sewer Manhole	29	EA	\$13,114.31	\$380,314.97			\$22,919.29	\$22,919.29		\$357,395.68
23	48" Sewer Drop Manhole	7	EA	\$17,246.97	\$120,728.79			\$2,775.57	\$2,775.57		\$117,953.22
24	4" Cleanout	108	EA	\$771.43	\$83,314.44			\$8,848.08	\$8,848.08		\$74,466.36
25	8"x8"x4" Gasketed Wye	108	EA	\$192.86	\$20,828.61			\$4,941.44	\$4,941.44		\$15,887.17
26	Connect to Existing Sewer Main	3	EA	\$1,983.68	\$5,951.03						\$5,951.03
27	1" Poly Service Line	2,583	LF	\$44.36	\$114,574.71						\$114,574.71
28	6" C-900 RJ Water Main	200	LF	\$67.78	\$13,555.13			\$3,000.00	\$3,000.00		\$10,555.13
29	8" C-900 RJ Water Main	5,817	LF	\$74.39	\$432,714.35			\$142,672.00	\$142,672.00		\$290,042.35
30	Pipe Insulation	32	SF	\$27.55	\$881.63						\$881.63
31	6" 22.5 Degree Bend	1	EA	\$1,597.96	\$1,597.96						\$1,597.96
32	8" 11.25 Degree Bend	5	EA	\$1,763.27	\$8,816.34						\$8,816.34
33	8" 22.5 Degree Bend	10	EA	\$1,873.47	\$18,734.73						\$18,734.73
34	8" 90 Degree Bend	4	EA	\$2,093.88	\$8,375.53						\$8,375.53
35	8" MJ Plug	4	EA	\$1,928.57	\$7,714.30						\$7,714.30

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Summit @ Deadwood Stage Run						Application Number: 3					
Application Period: October 1, 2023 to December 15, 2023						Application Date: 12/19/2023					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
36	8"x6" Reducer	1	EA	\$2,755.11	\$2,755.11						\$2,755.11
37	8"x8"x6" Tee	14	EA	\$2,700.00	\$37,800.07						\$37,800.07
38	8"x8"x8" Tee	4	EA	\$2,755.11	\$11,020.43						\$11,020.43
39	Fire Hydrant W/Aux Valve	15	EA	\$13,224.51	\$198,367.70						\$198,367.70
40	1" Curb Stop & Box	108	EA	\$1,322.45	\$142,824.75						\$142,824.75
41	8" Gate Valve	25	EA	\$5,510.21	\$137,755.35						\$137,755.35
42	Tracer Wire Access Box - 2 Wire	13	EA	\$110.20	\$1,432.66						\$1,432.66
43	Tracer Wire Access Box - Large	5	EA	\$385.71	\$1,928.57						\$1,928.57
44	Flush Mounted Test Station	6	EA	\$440.82	\$2,644.90						\$2,644.90
45	Air Release Valve	1	EA	\$11,736.76	\$11,736.76			\$197.73	\$197.73		\$11,539.03
46	Connect to Existing Water Main	1	EA	\$1,983.68	\$1,983.68						\$1,983.68
47	Water Booster Station	1	EA	\$825,131.40	\$825,131.40						\$825,131.40
48	5" Asphalt Pavement, Class E, Type 1	4,108	TON	\$143.27	\$588,534.94						\$588,534.94
49	8" Base Course	8,052	TON	\$42.15	\$339,417.06						\$339,417.06
50	6" Concrete Fillet	193	SY	\$157.02	\$30,304.68						\$30,304.68
51	6" Concrete Valley Gutter	36	SY	\$172.58	\$6,212.88						\$6,212.88
52	Curb & Gutter - Roll	8	LF	\$44.47	\$355.74						\$355.74
53	Curb & Gutter - Type B	9,503	LF	\$30.13	\$286,323.97						\$286,323.97
54	Curb & Gutter - Type BL	53	LF	\$36.63	\$1,941.49						\$1,941.49
55	Curb & Gutter - Type P	16	LF	\$34.68	\$554.90						\$554.90
56	6" Driveway Approach	16	SY	\$68.15	\$1,090.41						\$1,090.41
57	6" Concrete Driveway	58	SY	\$135.97	\$7,886.26						\$7,886.26
58	Type "C" Retaining Wall	69	LF	\$142.60	\$9,839.70						\$9,839.70
59	Sidewalk	19,374	SF	\$8.21	\$159,064.78						\$159,064.78
60	Detectable Warning Panel	48	SF	\$52.70	\$2,529.58						\$2,529.58
61	Sign	8	EA								
62	Unclassified Excavation	71,132	CY	\$9.09	\$646,721.69	68,822	\$625,719.51		\$625,719.51		\$21,002.18
63	Rock Excavation	20,000	CY	\$19.84	\$396,735.41						\$396,735.41
64	Placing 4" Topsoil	6,308	CY	\$8.54	\$53,875.57						\$53,875.57
65	Clearing & Grubbing	0	LS								
66	Seeding, Mulching & Fertilizer	66,778	SY	\$1.10	\$73,592.21						\$73,592.21
67	Erosion Control Blanket	1,821	SY	\$4.96	\$9,030.69						\$9,030.69
68	12" Erosion Control Wattle	16,246	LF	\$10.47	\$170,085.98						\$170,085.98
69	Inlet Protection	31	EA	\$440.82	\$13,665.33						\$13,665.33
70	Vehicle Tracking Control	1	EA	\$3,085.72	\$3,085.72	1	\$3,085.72		\$3,085.72		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Summit @ Deadwood Stage Run						Application Number: 3					
Application Period: October 1, 2023 to December 15, 2023						Application Date: 12/19/2023					
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
71	Gravel Filter Sock	10	EA	\$330.61	\$3,306.13						\$3,306.13
72	Traffic Control Miscellaneous	1	LS	\$4,959.19	\$4,959.19						\$4,959.19
73	Construction Staking	1	LS	\$19,836.77	\$19,836.77	0.50	\$9,918.39		\$9,918.39		\$9,918.39
74	Street Lighting	15	EA								
75	Private Utilities, Gas, Power, Data	5,000	LF	\$39.67	\$198,367.70						\$198,367.70
76	Material Testing	1	LS	\$35,265.37	\$35,265.37	0.50	\$17,632.68		\$17,632.68		\$17,632.68
CO#1	Rock Exploration	9.5	HR	\$253.47	\$2,407.96	9.5	\$2,407.96		\$2,407.96		
CO#2	Stump Removal	7	LDS	\$675.00	\$4,725.00	7.0	\$4,725.00		\$4,725.00		
CO#3	Sewer Price Adjustment	1	LS	\$7,563.98	\$7,563.98						
CO#3	Water Material Price Increase	1	LS	\$37,725.22	\$37,725.22						
CO#3	8" Base Course Material Price Increase	1	LS	\$8,873.65	\$8,873.65						
CO#3	Additional Unclassified Excavation	5,943	CY	\$9.09	\$54,021.87						
	Totals				\$7,592,142.26		\$769,285.38	\$258,142.99	\$1,027,428.37	13.5%	\$6,564,713.89

Stored Material Summary

Contractor's Application

For (Contract): Summit @ Deadwood Stage Run							Application Number: 3				
Application Period: October 1, 2023 to December 15, 2023							Application Date: 12/19/2023				
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
				Totals			\$258,142.99	\$258,142.99			\$258,142.99

March 12, 2024



WATER TREATMENT GROUP

Hawkins, Inc.
11810 Sturgis Road
Black Hawk, SD 57718
Phone: (605) 787-6881
Fax: (605) 787-6882

City of Deadwood
Jeramy Russell
Rec Center Manager

Jeramy,

Here is the pricing on the sand we discussed for the pool filter at the Rec Center

367401 - Sand (50#) \$.36/lb
50 LB BG

9600lb or 192 bags would be \$3456.00

Freight is \$30.00

Thanks for the opportunity!

Don Kahler



Hawkins Water Treatment

Black Hawk, S.D.

EOE/AA/M/F/Disbled/Veteran

don.kahler@hawkinsinc.com

Fax# (605) 787-6882

Cell# (605) 641-4162

Your Single Source Service Provider



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

February 16, 2024

QUOTE NUMBER: Q2401013

DEREK FARLEY

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

LORNIE STALDER

CITY OF DEADWOOD PUBLIC WORKS
67 DUNLOP AVENUE
DEADWOOD, South Dakota
57732

Proposal

Subject: DEADWOOD PUBLIC WORKS SHOP - GAS REGULATORS

Lornie Stalder,

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

Inclusions:

DEADWOOD PUBLIC WORKS SHOP - GAS REGULATORS

- Coordinate the installation of new Gas Regulators to coincide with MDU Gas Service Revisions
- Furnish and install new Gas Regulators to the following equipment:
 - (8) Radiant Tube Heaters
 - (1) Pressure Washer
 - (1) Furnace
- Furnish and install a new Gas Appliance Connector for Gas Pressure Washer
- Includes all labor, materials, equipment and mobilization.

Exclusions:

Excludes any materials or services not listed above.

Clarifications:

Quoted as Time & Materials Estimate.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a TIME AND MATERIAL BASIS for the ESTIMATED net sum of

FIVE THOUSAND ONE HUNDRED SIXTY DOLLARS AND ZERO CENTS...\$5,160.00

Terms and Conditions

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

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

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

Respectfully Submitted,

Derek Farley

PM Sales

Rasmussen Mechanical Services

Phone:
Mobile: +1 6054302554
Email: derek.farley@rasmech.com

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

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

Buyer's Acceptance

Approved by Seller

Authorized Signature for: CITY OF
DEADWOOD PUBLIC WORKS

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2401013

Date of Acceptance

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



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

**BOARD OF ADJUSTMENT
STAFF REPORT**
March 18, 2024

APPLICANT: Patrick L. Mollman

PURPOSE: Combining two (2) lots

GENERAL LOCATION: Intersection of McGovern Hill Road and Charles Street, north of Mickelson Trail

LEGAL DESCRIPTION: PLAT OF TRACT A1 OF M.S. 207 FORMERLY TRACT A OF M.S. 207 FORMERLY TRACT A OF M.S. 207 AND LOT MK5 OF THE MICKELSON TRAIL CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA LOCATED IN THE NE ¼ OF SECTION 27, T5N, R3E, B.H.M.

FILE STATUS: All legal obligations have been completed.

ZONE: CH – Commercial Highway

STAFF FINDINGS:

Surrounding Zoning:

North: Park Forest
South: Commercial Highway
East: Commercial Highway
West: Commercial Highway

Surrounding Land Uses:

Open Space
Mickelson Trail
Mobile Home Park
Service Station

SUMMARY OF REQUEST

The purpose of this plat is to facilitate the combination of two lots so that a garage can be constructed on the site. This plat describes the area located at the intersection of McGovern Hill Road and Charles Street. This plat will create Tract A1 of M.S. 207.

FACTUAL INFORMATION

1. The property is currently zoned CH – Commercial Highway.
2. Lot will be comprised of 0.497 Acres±.
3. The subject property is located within a Commercial Highway Zoning designation.
4. The property is located outside of a special flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of open space, commercial and residential uses along Charles Street.

STAFF DISCUSSION

Tract A of the subject property is owned by Southside Services, Inc., and Lot MK5 is owned by Patrick L. Mollman. The interest is to have the two parcels combined and owned by Patrick L. Mollman and Rhonda Mollman. Currently, Tract A is being utilized as a service station and Lot MK5 is an unimproved lot. The lot(s) meets the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment

Return Completed Form To:
Planning and Zoning
108 Sherman Street
Deadwood, SD 57732



Questions Contact Section 10 Item g.
Kevin Kuchenbecker
(605) 578-2082 or
kevin@cityofdeadwood.com

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: Pat Mollman

Address: 171 Charles St. Deadwood SD 57732
Street City State Zip

Phone Number: 605-578-1857 Email Address: SouthsideService157@aol.com

Property Address: 171 Charles St.

Property Owner: Southside Service, Inc & Pat & Rhonda Mollman

Property Owner Phone Number: 605-578-1857 or 920-9873

Full Legal Description of Property: PLAT OF TRACT A1 OF M.S. 207

Purpose of this Plat: combine 2 lots

Summary of this Plat: _____

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - Land is identified with a new legal description for the transfer of the land.
 - Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
 - A date is shown on the plat and serves to "fix in time" the data represented on the plat.
 - The street bounding the lot is shown and named.
 - All certifications are indicated and correct on the plat.
 - Dimensions, angles, and bearings are shown along the lot lines.
 - Scale of the plat is shown and accompanied with a bar scale.
 - Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Thonda Mollman Date: 2-22-2024

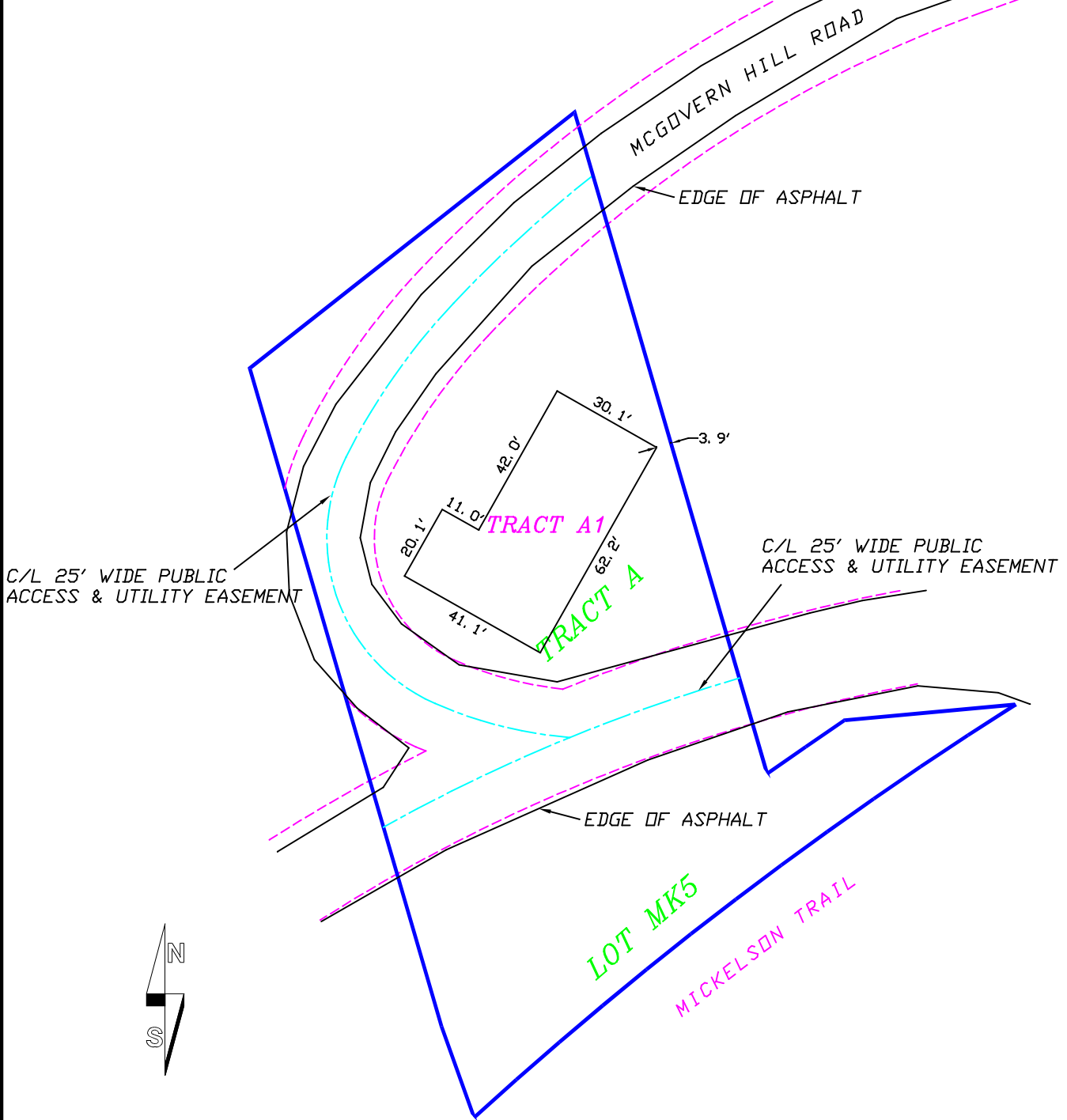
Staff Use Only

Fee: \$ 200 Paid On 2/22/24 Receipt Number 191878

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

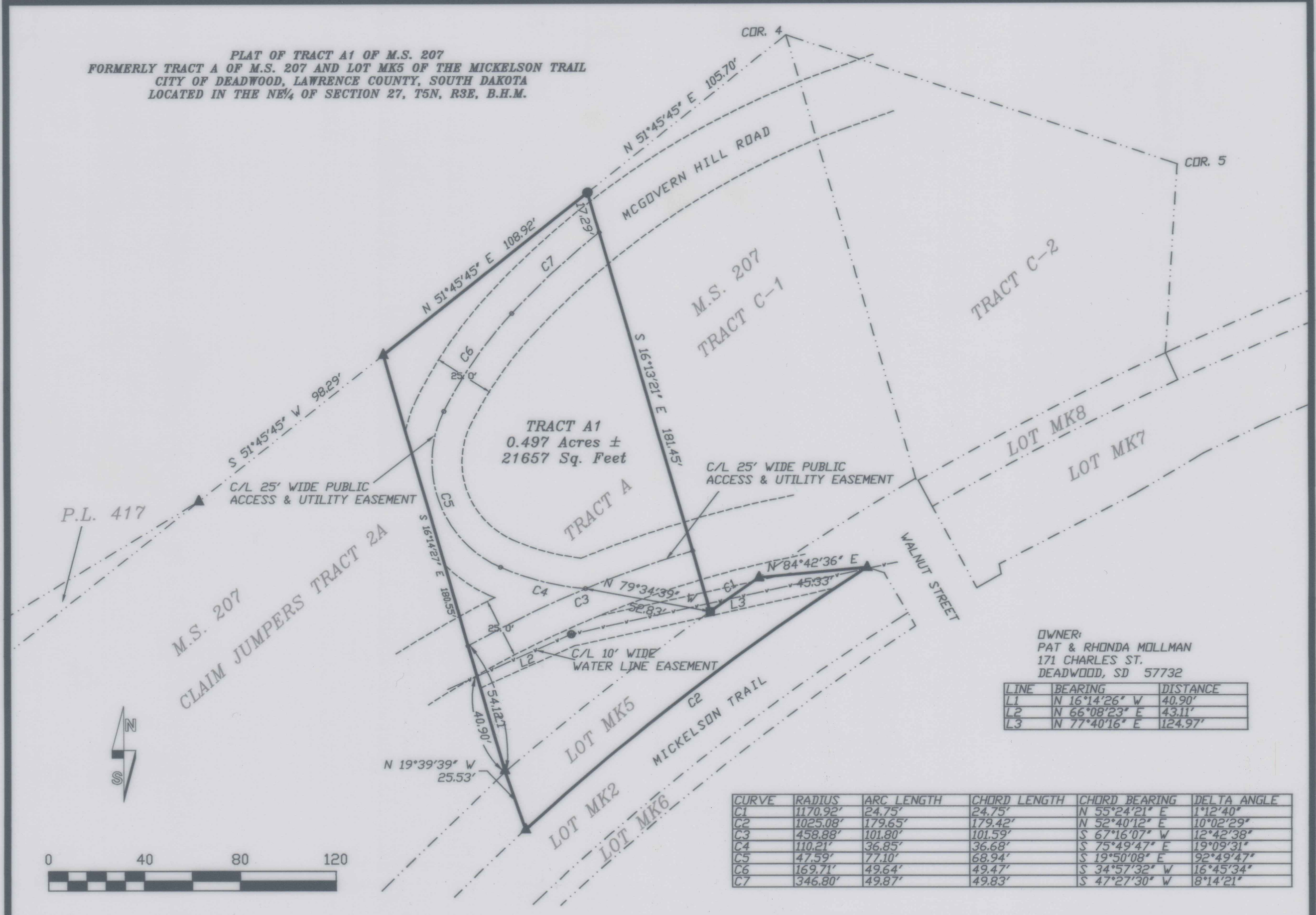
**TRACT A1 OF M.S. 207
FORMERLY TRACT A OF M.S. 207 AND LOT MK5 OF THE MICKELSON TRAIL
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
LOCATED IN THE NE¼ OF SECTION 27, T5N, R3E, B.H.M.**



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

Date:	2/22/2024
Drawn By:	L. D. Vrem
Project No.:	23-310
Dwg. No.:	23-310.dwg

PLAT OF TRACT A1 OF M.S. 207
FORMERLY TRACT A OF M.S. 207 AND LOT MK5 OF THE MICKELSON TRAIL
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
LOCATED IN THE NE¼ OF SECTION 27, T5N, R3E, B.H.M.



OWNER:
PAT & RHONDA MOLLMAN
171 CHARLES ST.
DEADWOOD, SD 57732

LINE	BEARING	DISTANCE
L1	N 16°14'26" W	40.90'
L2	N 66°08'23" E	43.11'
L3	N 77°40'16" E	124.97'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1170.92'	24.75'	24.75'	N 55°24'21" E	1°12'40"
C2	1025.08'	179.65'	179.42'	N 52°40'12" E	10°02'29"
C3	458.88'	101.80'	101.59'	S 67°16'07" W	12°42'38"
C4	110.21'	36.85'	36.68'	S 75°49'47" E	19°09'31"
C5	47.59'	77.10'	68.94'	S 19°50'08" E	92°49'47"
C6	169.71'	49.64'	49.47'	S 34°57'32" W	16°45'34"
C7	346.80'	49.87'	49.83'	S 47°27'30" W	8°14'21"

- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)
- NAIL & TASSEL

SURVEYOR'S CERTIFICATE
I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 3rd DAY OF MARCH, 2024



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

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
SOUTHSIDE SERVICE, INC.

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

OWNER: _____
OWNER: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
PATRICK L. MOLLMAN AND RHONDA MOLLMAN

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

OWNER: _____
OWNER: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

HIGHWAY AUTHORITY: _____

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

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS ____ DAY OF _____, 20____.

CHAIRMAN _____ ATTEST: _____ CITY PLANNER

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

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

DATED THIS ____ DAY OF _____, 20____.

ATTEST: _____ FINANCE OFFICER _____ MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

OFFICE OF THE REGISTER OF DEEDS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT ____ O' CLOCK, ____ M., AND RECORDED IN DOC. _____

LAWRENCE COUNTY REGISTER OF DEEDS: _____ FEE: \$ _____



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

Date:	3/4/2024
Drawn By:	L. D. Vrem
Project No.:	23-310
Dwg. No.:	23-310.dwg

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 03/12/24

Organization: ST. JOHN'S CHURCH, DEADWOOD

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: MICHAEL JOHNSON

Address: PO BOX 434, DEADWOOD

Phone #: 605-920-8818

Email: MRJOHNS@RRV.NET

501 (c) 3- Non Profit: Yes No

Dates of Ticket Sales: MAY 1, 2024

Date of Raffle Drawing: SEPT 2, 2024

Value of Raffle Prize: \$ 2,300.00

Proceeds will benefit: CHURCH

Office use only:

Presented at City Commission Meeting dated _____