



# City Commission Regular Meeting Agenda

Monday, March 15, 2021 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

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

### **2. Roll Call**

### **3. Approve Minutes**

[a.](#) Approval of March 1, 2021 minutes

### **4. Approve Bills**

[a.](#) Approval of Bill List for March 1, 2021

### **5. Items from Citizens on Agenda**

a. Present Longevity Award to Randy Addington for 25 years with the Fire Department.

### **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.](#) Allow use of public property at the Event Complex on Wednesday June 2 through Monday June 7, 2021 for Deadwood All in Freestyle Motocross Show. Deposit has been received.
- b. Approve Special Alcohol License for Cadillac Jacks to serve liquor at Event Complex Saturday June 5, 2021 from 4:00 p.m. to 10:00 p.m. for Deadwoods All In Freestyle Motocross Event. No public hearing necessary since license is on publicly owned property.
- [c.](#) Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Saturday June 5 through Sunday June 6, 2021 and use of Event Center parking area on Sunday June 6, 2021 from 5:00 a.m. to 3:00 p.m. Deposit has been received.

- d. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots in Miller Lot at total of \$250.00 per month plus tax.
- e. Approve Resolution 2021-05 Oakridge Cemeteries Burial Fee Update
- f. Approve Resolution 2021-07 Schedule of Rates for Event Center and Outlaw Square Ticket Surcharge
- g. Permission to pay Light & Siren in the amount of \$2,628.00 for lightbar installed on new Parking & Transportation vehicle. (To be paid from P & T Equipment budget)
- h. Permission to pay Blackstrap in the amount of \$3,958.70 for salt. (To be Paid from Streets Supplies Budget.)
- i. Acknowledge receipt of 2020 Fire Department Annual Report from Chief Rakow. Document on file in Finance Office
- j. Approve 2020 and 2021 abatement request for City of Deadwood on parcel 308100-00200-050-00 (743 Stage Run) purchased on November 18, 2021.
- k. Accept letter of resignation from Police Officer Jason Huber effective March 16, 2021. Permission to advertise for police officer in-house for 5 days and then in official newspaper, if needed.
- l. Remove Jacob Karras from Volunteer Fire Department Roster for workers compensation purposes effective March 1, 2021
- m. Permission for the Mayor to sign the 2021 Land and Water Conservation Fund Inspection Reports
- n. Grant Livery permit to Deadwood Alive for the operations of the Deadwood Stagecoach on Historic Main Street for the 2021 season per recommendation from the Parking and Transportation Committee.
- o. Permission to enter into a contract with Robert Bozell of Lincoln, Nebraska to complete the final faunal analysis for the 2002 Deadwood Chinatown project at a cost not to exceed the amount of \$2,400.00 from the budgeted 2021 HP Archaeological line item.

## 7. **Bid Items**

- a. Results of Bid Opening for the Rodeo Grounds Neighborhood Mill and Overlay Project held on 3/9/2021 at 2:00pm: Two Bids received with the low responsible bidder being Sacrison Paving at \$184,184.84 and Simon Construction at \$184,486.75. Both bids are below the engineers estimate of \$210,866.00. Staff recommends awarding the bid to Sacrison Paving in the amount of \$184,184.84
- b. Permission to advertise and set a bid opening for 2:00 p.m. on April 13, 2021 with results to the City Commission on April 19, 2021 for repair work at Mt. Moriah Cemetery for necessary repairs around the graves of "Wild Bill" Hickok and Calamity Jane.

## 8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine ( RB-25694) transfer from TSG, LLC to Shelby Clarkson dba Pump House at 73 Sherman Street.
- b. Hold public hearing for Deadwood Live: open container in zone 3 from 6:00 p.m. until 10:00 p.m. on Saturday May 29 and Sunday May 30, 2021, street closure on Deadwood Street from 9:00 a.m. on Saturday, May 29 to 11:00 p.m. on Sunday, May 30, 2021
- c. Hold public hearing for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 2:00 p.m. to 5:00 p.m. on Sunday, June 6, 2021
- d. Hold public hearing for All in One Motocross Event: open container from 4:00 p.m. to 10:00 p.m. on Saturday June 5, 2021 at Event Complex
- e. Hold public hearing for Wild Bill Days Event: street closure June 17 through June 20, 2021, open container in zones 1 and 2 June 17 and June 18 from 5:00 p.m. to 10:00 p.m., and June 19, 2021 from noon to 10:00 p.m., use of public property June 18, 2021 for Midnight Cowboy 5K , waiver of banner and vending fees June 18 and 19, 2021 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1317 Amending Business Improvement District No. 9
- b. First Reading of Ordinance #1322 Amending Chapter 5.20 Horse-Drawn Vehicles Permit
- c. Approve Resolution 2021-06 Establish Cash Designations for 2021.
- d. Approve Resolution 2021-08 Resolution for Face Coverings in City of Deadwood
- e. Permission to hire Siouxland Heritage Museum to develop a traveling exhibit of Mount Moriah Cemetery at a cost of \$6,600.00 to be paid from the budgeted 2021 HP Public Education line item.
- f. Permission to pay McDirt Excavation Inc. in the amount of \$6,221.88 for services and materials related to the assistance with a water main break at the intersection of Highway 85 and Calamity Lane on February 28th and March 1st, 2021. (To Be Paid from Water budget, Professional Services.)
- g. Permission to hire BDT Architects & Designers for design and style guide for all signage related to parking within the City of Deadwood. Amount not to exceed \$12,254.40. (To be paid by Parking and Transportation Professional Service budgets.

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

- a. Starting April 1, 2021 the stop light at Main, Deadwood, and Shine Streets will become a 4-way stop until deemed otherwise per recommendation from the Parking and Transportation Committee. Please contact Chief Mertens with feedback. 605-578-2623 or ken@cityofdeadwood.com

12. **Executive Session**

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

13. **Adjournment**

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

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

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



**REGULAR MEETING, March 1, 2021**

The Regular Session of the Deadwood City Commission convened on Monday, March 1, 2021 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Todd seconded to approve the minutes of February 16, 2021. Roll Call: Aye-All. Motion carried.

**FEBRUARY, 2021 PAYROLL:** COMMISSION, \$2,730.76; FINANCE, \$19,988.57; PUBLIC BUILDINGS, \$13,825.37; POLICE, \$75,309.48; FIRE, \$5,850.88; BUILDING INSPECTION, \$4,369.20; STREETS, \$31,197.85; PARKS, \$24,055.65; PLANNING & ZONING, \$4,548.18; LIBRARY, \$5,893.54; RECREATION CENTER, \$17,314.69; HISTORIC PRESERVATION, \$18,276.09; WATER, \$16,742.58; PARKING METER, \$9,910.77; TROLLEY, \$20,136.49; PARKING RAMP, \$1,062.60. **PAYROLL TOTAL: \$271,212.70.**

**FEBRUARY, 2021 PAYROLL PAYMENTS:**

Internal Revenue Service, \$64,495.85; S.D. Retirement System, \$31,836.12; Delta Dental, \$4,510.00.

**APPROVAL OF DISBURSEMENTS**

Johnson moved, Martinisko seconded to approve the March 1, 2021 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	363.84
A & B WELDING	SUPPLIES	790.95
A & I DISTRIBUTORS	SUPPLIES	84.31
A & J SUPPLY	SUPPLIES	58.97
ACE HARDWARE	SUPPLIES	23.98
ACE INDUSTRIAL SUPPLY	SUPPLIES	2,454.00
ALPINE IMPRESSIONS	SERVICE	195.00
ALSCO	SUPPLIES	347.84
AMAZON CAPITAL	SUPPLIES	160.10
AUCA WESTERN FIRST AID	SUPPLIES	390.75
BELL, DYLAN	REIMBURSEMENT	102.07
BH AUXILIARY 5969	PARKING DONATION	1,000.00
BH CHEMICAL	SUPPLIES	1,212.47
BH COUNCIL	DUES	1,565.00
BH SPECIAL SERVICES	SERVICE	4,550.00
BH TRUCK & TRAILER	SUPPLIES	318.04
BH WINDOW CLEANING	SERVICE	1,000.00
BLOOMERS FLOWERS	PLANT	37.22
BUTLER MACHINERY	SUPPLIES	1,045.96
CARPET BUYERS OUTLET	SUPPLIES	56.55
CENTURY BUSINESS PRODUCTS	CONTRACT	365.48
CHAPTER Y - PEO	PARKING DONATION	500.00
CNA SURETY	RENEWAL	50.00
CONVERGINT TECHNOLOGIES	SERVICE	658.16
CURTIS BLUE LINE	UNIFORMS	461.50
DEADWOOD CHAMBER	FEEDING DEADWD PKG DONATN	5,045.00
DEADWOOD ELECTRIC	PROJECT	3,102.14
DVFD	REIMBURSEMENT	125.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	PARKING DONATION	1,000.00
DEADWOOD LEAD 76ERS SWIM	PARKING DONATION	1,000.00
DEMCO	SUPPLIES	40.53
ECOLAB	SERVICE	212.24
FALL RIVER COUNTY HISTORIC	GRANT	5,000.00
FASTENAL	SUPPLIES	193.72
FIRST INTERSTATE BANK	TIF #8	212,385.20
GUNDERSON, PALMER, NELSON	SERVICE	1,680.00
HOMETOWN MANUFACTURING	SUPPLIES	3,352.66
INTERSTATE BATTERY	SUPPLIES	757.45
IPS GROUP	SUPPLIES	134.67
JACOBS WELDING	SERVICE	3,803.24
KNECHT	SUPPLIES	555.04
LAWRENCE CO. REGISTER	SERVICE	60.00
LEAD-DEADWOOD CLASS OF 22	PARKING DONATION	500.00
LEAD-DEADWOOD CLASS OF 24	PARKING DONATION	500.00
LEAD-DEADWOOD CLOTHE-A-KID	PARKING DONATION	1,000.00
LEAD-DEADWOOD LIONS CLUB	PARKING DONATION	1,000.00
LEAD-DEADWOOD SCHOOL	PARKING DONATION	500.00
LEAD-DEADWOOD YOUTH FOOTBA	PARKING DONATION	500.00
LIBERTY NATIONAL BANK	TIF #9	134,429.32
MENARD'S	SUPPLIES	258.87
METERING & TECHNOLOGY	SUPPLIES	14,546.68
MIDWEST TAPE	DVDS	78.71
MDU	SERVICE	11,808.88
MORSE, MARCIA	MORTGAGE EXPENSE	35.45
MUTUAL OF OMAHA	INSURANCE	258.37
NORTHERN HILLS ALLIANCE	PARKING DONATION	1,500.00
OLSON, JAMES RICHARD	REIMBURSEMENT	191.64
PASSPORT LABS	METERS	60.75
PITNEY BOWES	POSTAGE	500.00
POWERPLAN OIB	SUPPLIES	704.59

**REGULAR MEETING, March 1, 2021**

QUICK SIGNS	BANNERS	982.90
QUILL	SUPPLIES	18.96
RUNGE, MIKE	REIMBURSEMENT	42.41
RUSHMORE COMMUNICATIONS	SUPPLIES	493.50
SCOTT PETERSON MOTORS	REPAIR	1,036.58
SD KIDS BELONG	PARKING DONATION	500.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,162.52
SOUTH DAKOTA 811	SERVICE	4.48
SOUTHSIDE OIL	DIESEL	5,747.90
SPEARFISH AUTO SUPPLY	SUPPLIES	28.95
STARTZ & STARTZ LANDSCAPING	SERVICE	300.00
STREICHER'S	SUPPLIES	1,526.85
STRETCH'S	SERVICE	230.90
TCF FINANCE EQUIPMENT	TROLLEYS	9,400.86
TEMPERATURE TECHNOLOGY	SERVICE	762.58
TRIPLE K	REPAIR	41.49
TURBIVILLE INDUSTRIAL	REPAIR	217.53
TWIN CITY ANIMAL SHELTER	PARKING DONATION	750.00
TWIN CITY CLOTHING CENTER	PARKING DONATION	1,000.00
TWIN CITY HARDWARE	SUPPLIES	2,898.12
TWIN CITY SENIOR CENTER	PARKING DONATION	1,500.00
UNITED LABORATORIES	SUPPLIES	729.55
VAST	SERVICE	3,200.55
VERIZON CONNECT	SERVICE	95.95
VERIZON	SERVICE	428.77
WELLMARK	INSURANCE	57,738.64
WESTERN COMMUNICATIONS	SUPPLIES	107.00
		Total \$525,589.33

**CONSENT**

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

- a. Permission to advertise for one Public Works Seasonal Technician position and four Public Works seasonal positions.
- b. Permission to purchase 5500 gallons of fuel from Southside Oil at \$2.26 per gallon.
- c. Permission to pay Blackstrap in the amount of \$3,798.75 for salt. (To be Paid from Streets Supplies Budget.)
- d. Permission to approve Safety Gear Policy as recommended by the Safety Committee.
- e. Permission to increase wage of Water & Wastewater Operator Steven Henderson from \$20.61 per hour to \$21.76 per hour (95% prevailing wage) effective March 3, 2021 after one year of service.
- f. Permission to pay 2021 Parking Lease with First Baptist Church in the amount of \$3,600.00.
- g. Permission to hire Madison Watts as a lifeguard at \$12.88 per hour effective March 3, 2021 pending pre-employment screening.
- h. Permission to hire Deborah McGinnis as a trolley driver at \$13.11 per hour effective March 8, 2021 pending pre-employment screening.
- i. Permission for Police Dept to apply for 2021 SD Highway Safety Grant in an amount of \$11,480.00. Funds will be used to promote public safety in the City of Deadwood.
- j. Set Local Review Board Meeting for Monday, March 15, 2021 at 9:00 a.m. and request permission to publish in official newspaper.
- k. Permission to order/purchase parts from Hometown Manufacturing in the amount of \$3,096.65 for repair of 2015 Trolley. (Labor costs will be to a different vendor. Both invoices will be reimbursed thru insurance claim, less deductible.)
- l. Make 2021 budgeted allocation to Twin City Clothing in the amount of \$2,500.00 from Bed and Booze Fund.
- m. Make 2021 budgeted allocation to Northern Hills Area CASA in the amount of \$3,500.00 from Bed and Booze Fund.
- n. Make 2021 budgeted allocation to Deadwood Lead Economic Development in the amount of \$48,000.00 from Bed and Booze Fund.

## **REGULAR MEETING, March 1, 2021**

### **PUBLIC HEARINGS**

#### **Set Hearings**

Martinisko moved, Struble seconded to set public hearing on March 15 for Retail (on-off sale) Malt Beverage and SD Farm Wine ( RB-25694) transfer from TSG, LLC to Shelby Clarkson dba Pump House at 73 Sherman Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on March 15 for Deadwood Live. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on March 15 for Mickelson Trail Post Race Party at Outlaw Square. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on March 15 for All in One Motocross Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on March 15 for Wild Bill Days Event. Roll Call: Aye-All. Motion carried.

### **NEW BUSINESS**

#### **First Reading**

Finance Officer McKeown stated this should have been the second reading but had significant changes which include; JVK Holdings, Midnight Star, and Isaac Almanza. Martinisko moved Johnson seconded to approve first reading of Ordinance #1322 Amending Business Improvement District No. 9. Martinisko moved, Johnson seconded to amend motion to approve first reading of Amended Ordinance #1317 Amending Business Improvement District No. 9. Roll Call: Aye-All. Motion carried.

#### **Contract**

Historic Preservation Officer Kuchenbecker spoke about the contract. Martinisko moved, Struble seconded to enter into contract and allow Mayor to sign contract with Albertson Engineering for professional design services for retaining walls and other structural engineering needs in an amount not to exceed \$70,000.00 to be paid from the budgeted 2021 HP Professional Services and Retaining Walls line items. Roll Call: Aye-All. Motion carried.

#### **Permission**

McKeown explained the certificate. Struble moved, Todd seconded to allow Mayor to sign Certificate of Incumbency and Authority document for Altec Capital for Altec Bucket Truck Model AT48-M. Approval of signature of this document allows the City and Altec Capital to advance to the next step which will be Permission to enter into Lease/Purchase agreement with Altec Capital. Roll Call: Aye-All. Motion carried.

#### **Permission**

Transportation and Facilities Director Kruzel spoke about the upgrade. McKeown spoke about the expense and funding. Martinisko moved, Johnson seconded to expend up to \$35,000.00 with KT Connections for technology upgrades to the City Commission room to better accommodate meetings. Roll Call: Aye-All. Motion carried.

#### **Review**

Kruzel spoke about the policy changes. Todd moved, Struble seconded to approve the following policy changes to Outlaw Square Policies and Procedures Manual; 4. Venue Rental Policies, Section C: Rental General Information, 5. Venue Rental Areas and Fees, and 11. Emergency Procedures, Section B. First Aid. (Approval recommended by Event Committee on February 25, 2021.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, March 1, 2021**

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

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

Mayor Ruth Jr. congratulated VFW Post 5969 for their celebration of the 75<sup>th</sup> anniversary as a Post.

**ADJOURNMENT**

Struble moved, Todd seconded to adjourn the regular session at 5:18 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 15, 2021.

After coming out of executive session at 5:27 p.m., Martinisko moved, Struble seconded to authorize legal counsel to draft letter for Boot Hills Tour to reserve bus conveyance license and finalize after business is sold.

Martinisko moved, Todd second to adjourn.

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

\_\_\_\_\_  
Jessica McKeown, Finance Officer  
BY: \_\_\_\_\_  
David Ruth Jr., Mayor

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

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-02242021	101-3000-202	LIQUOR LICENS BEV.TRSSF.FEE - PUMP HOUSE	000000	75.00
01-3309	THE LORD'S CUPBOARD					
		I-022521	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	52.14
		I-031021	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						190.04
01-0418	BLACK HILLS PIONEER					
		I-911 - 2021	101-4111-423	PUBLISHING MINUTES - 1/19/21	000000	121.04
		I-930 - 2021	101-4111-423	PUBLISHING NOH - WED.NIGHT CONCERT SERIES	000000	18.48
		I-931 - 2021	101-4111-423	PUBLISHING NOH -CONV.CNTR LIQ.LIC/KEATING	000000	13.86
		I-932 - 2021	101-4111-423	PUBLISHING NOH - NAJA SHRINE CIRCUS	000000	11.55
		I-988 - 2021	101-4111-423	PUBLISHING MINUTES - 2/1/21	000000	153.38
01-1502	BLACK HILLS CHEMICAL					
		I-194418A	101-4111-422-02	SAFETY - COVI (6) BLUE NITRILE GLOVES/COVID	000000	80.40
		I-194608	101-4111-422-02	SAFETY - COVI BL FOAM SOAP DISPENSER/COVID	000000	155.88
01-3482	ZOGICS					
		I-209515	101-4111-422-02	SAFETY - COVI WELLNESS CENTER WIPES/COVID	000000	599.80
01-4625	FIB CREDIT CARDS					
		I-022821 FINANCE CCD	101-4111-426	SUPPLIES VOICE RECORDER - COMMISSION	000000	58.49
		I-022821 FINANCE CCD	101-4111-426	SUPPLIES RECORDER CABLE - COMMISSION	000000	7.59
		I-022821 FINANCE CCD	101-4111-426	SUPPLIES TRIPOD - COMMISSION	000000	11.88
				DEPARTMENT 111	COMMISSION	TOTAL:
						1,232.35
01-2394	GUNDERSON, PALMER, NELS					
		I-106774	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,950.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						1,950.00
01-1725	QUILL CORPORATION					
		I-14795208	101-4142-426	SUPPLIES COPY PAPER,MARKERS - FINANCE	000000	97.96
01-4625	FIB CREDIT CARDS					
		I-022821 FINANCE CCD	101-4142-426	SUPPLIES STORAGE BOXES,RUBBER BANDS-FIN	000000	84.84
		I-022821 FINANCE CCD	101-4142-426	SUPPLIES LARGE RUBBER BAND - FINANCE	000000	13.99
				DEPARTMENT 142	FINANCE	TOTAL:
						196.79
01-0223	COCA COLA BOTTLING HIGH					

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	continued				
		I-3552847	101-4192-426	SUPPLIES (3) 2.5 GAL COFFEE/PUB BLDGS	000000	495.00
01-0429	BLACK HILLS ENERGY					
	I-POWER 02/26/21	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN	000000	18.93
	I-POWER 02/26/21	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000	18.34
	I-POWER 02/26/21	101-4192-428	UTILITIES	WELCOME SIGN JCT HWY 385 & CLI	000000	18.23
	I-POWER 02/26/21	101-4192-428	UTILITIES	1 MILLER STREET	000000	15.00
	I-POWER 02/26/21	101-4192-428	UTILITIES	17 RAYMOND ST LIGHTS	000000	19.50
	I-POWER 02/26/21	101-4192-428	UTILITIES	WELCOME SIGN DEADWOOD HILL	000000	16.85
	I-POWER 02/26/21	101-4192-428	UTILITIES	SAMPSON STREET PUMP	000000	21.18
	I-POWER 02/26/21	101-4192-428	UTILITIES	PRESSURE REG STATION	000000	187.46
	I-POWER 02/26/21	101-4192-428	UTILITIES	GAYVILLE PUMP	000000	15.00
	I-POWER 02/26/21	101-4192-428	UTILITIES	1 MCKINLEY ST TRAFFIC LIGHTS	000000	40.06
	I-POWER 02/26/21	101-4192-428	UTILITIES	WELL HOUSE OAKRIDGE CEMETERY	000000	198.82
	I-POWER 02/26/21	101-4192-428	UTILITIES	565 MAIN STREET LIGHTS	000000	36.37
	I-POWER 02/26/21	101-4192-428	UTILITIES	135 SHERMAN STREET LIGHTS	000000	89.37
	I-POWER 02/26/21	101-4192-428-13	UTILITIES - R	105 SHERMAN ST REC CENTER	000000	5,403.47
	I-POWER 02/26/21	101-4192-428	UTILITIES	398 WILLIAMS STREET LIGHTS	000000	32.78
	I-POWER 02/26/21	101-4192-428	UTILITIES	51 1/2 DUNLOP AVE LIGHTS	000000	19.96
	I-POWER 02/26/21	101-4192-428	UTILITIES	610 BROADWAY STREET	000000	120.68
	I-POWER 02/26/21	101-4192-428-07	UTILITIES - F	737 MAIN STREET FIRE HALL	000000	656.26
	I-POWER 02/26/21	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000	35.48
	I-POWER 02/26/21	101-4192-428-19	UTILITIES - G	418 CLIFF STREET GATEWAY	000000	154.64
	I-POWER 02/26/21	101-4192-428-03	UTILITIES - B	BALLFIELD 15 CRESCENT ST	000000	303.84
	I-POWER 02/26/21	101-4192-428	UTILITIES	CORNER TRAFFIC SIGNAL LIGHTS	000000	114.26
	I-POWER 02/26/21	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES STREET	000000	19.73
	I-POWER 02/26/21	101-4192-428	UTILITIES	8 DAKOTA ST LIGHTS	000000	21.46
	I-POWER 02/26/21	101-4192-428	UTILITIES	2 BURNHAM AVE LIGHTS	000000	64.08
	I-POWER 02/26/21	101-4192-428	UTILITIES	PUMP 119 DENVER AVENUE	000000	800.71
	I-POWER 02/26/21	101-4192-428	UTILITIES	49 SHERMAN ST LIGHTS	000000	153.89
	I-POWER 02/26/21	101-4192-428	UTILITIES	TRAFFIC LIGHTS 4 LANE	000000	64.42
	I-POWER 02/26/21	101-4192-428	UTILITIES	509 WILLIAMS STREET LIGHTS	000000	24.47
	I-POWER 02/26/21	101-4192-428	UTILITIES	TIMMS LANE POLE BUILDING	000000	42.52
	I-POWER 02/26/21	101-4192-428-10	UTILITIES - L	DEADWOOD LIBRARY	000000	444.42
	I-POWER 02/26/21	101-4192-428	UTILITIES	105 1/2 SHERMAN TRAFFIC LIGHT	000000	81.18
	I-POWER 02/26/21	101-4192-428	UTILITIES	102 WATER TANK LANE	000000	15.00
	I-POWER 02/26/21	101-4192-428-15	UTILITIES - T	TROLLEY BARN	000000	389.15
	I-POWER 02/26/21	101-4192-428	UTILITIES	7 1/2 PECK STREET LIGHTS	000000	37.88
	I-POWER 02/26/21	101-4192-428	UTILITIES	WILD BILL STATUE LIGHT	000000	15.00
	I-POWER 02/26/21	101-4192-428	UTILITIES	135 WILLIAMS STREET LIGHTS	000000	0.00
	I-POWER 02/26/21	101-4192-428	UTILITIES	34 LINCOLN AVENUE LIGHTS	000000	51.50
	I-POWER 02/26/21	101-4192-428-06	UTILITIES - D	RODEO GROUNDS ARENA	000000	374.03
	I-POWER 02/26/21	101-4192-428	UTILITIES	368 WILLIAMS STREET LIGHTS	000000	26.44
	I-POWER 02/26/21	101-4192-428-09	UTILITIES - H	THORPE BLDG 150 SHERMAN ST	000000	791.98
	I-POWER 02/26/21	101-4192-428	UTILITIES	65 SHERMAN STREET	000000	1,468.17
	I-POWER 02/26/21	101-4192-428-01	UTILITIES - A	ADAMS HOUSE INFO CENTER	000000	76.99
	I-POWER 02/26/21	101-4192-428-07	UTILITIES - F	FIRE DEPT SIREN MCGOVERN HILL	000000	17.99
	I-POWER 02/26/21	101-4192-428-03	UTILITIES - B	CONSESSION STAND 16 CRESCENT	000000	283.87

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	02/26/21	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	155.01
	I-POWER	02/26/21	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,816.08
	I-POWER	02/26/21	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	27.25
	I-POWER	02/26/21	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,332.22
	I-POWER	02/26/21	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	28.97
	I-POWER	02/26/21	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.23
	I-POWER	02/26/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	584.85
	I-POWER	02/26/21	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	21.70
	I-POWER	02/26/21	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
	I-POWER	02/26/21	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	505.64
	I-POWER	02/26/21	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	15.00
	I-POWER	02/26/21	101-4192-428	UTILITIES 0 US HWY 14A TRAFFIC SIG	000000	40.67
	I-POWER	02/26/21	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	29.43
	I-POWER	02/26/21	101-4192-428	UTILITIES 703 MAIN ST	000000	672.12
	I-POWER	02/26/21	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	22.52
	I-POWER	02/26/21	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,194.98
	I-POWER	02/26/21	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	245.98
	I-POWER	02/26/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	266.00
	I-POWER	02/26/21	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	115.04
	I-POWER	02/26/21	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,026.49
	I-POWER	02/26/21	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	44.91
	I-POWER	02/26/21	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	66.28
	I-POWER	02/26/21	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	462.66
	I-POWER	02/26/21	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	32.90
	I-POWER	02/26/21	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	516.51
	I-POWER	02/26/21	101-4192-428	UTILITIES 5 SIEVER STREET	000000	608.20
	I-POWER	02/26/21	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	287.03
	I-POWER	02/26/21	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	2,511.22
	I-POWER	02/26/21	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	39.03
	I-POWER	02/26/21	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	33.49
	I-POWER	02/26/21	101-4192-428	UTILITIES REDWOOD TANK	000000	167.46
	I-POWER	02/26/21	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	50.61
	I-POWER	02/26/21	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	113.21
	I-POWER	02/26/21	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	31.49
	I-POWER	02/26/21	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	76.90
	I-POWER	02/26/21	101-4192-428	UTILITIES WATER HEAT TAPE	000000	34.65
	I-POWER	02/26/21	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	245.11
	I-POWER	02/26/21	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	33.70
	I-POWER	02/26/21	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	755.59
	I-POWER	02/26/21	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	63.29
	I-POWER	02/26/21	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
	I-POWER	02/26/21	101-4192-428	UTILITIES RENEW READY CREDIT-ADJUSTMTS	000000	449.19-
01-0545	LYNN'S DAKOTA MART					
	I-03/02/21 STMT		101-4192-426-14	SUPPLIES - ST FORKS-SPOONS0-KETCHUP/STRTS	000000	16.77
01-0578	TWIN CITY HARDWARE & LU					
	I-2101-116827		101-4192-426	SUPPLIES SCREWDRIVER-FASTENERS/PB	000000	20.49

PACKET: 05331 COMBINED - 3/16/21  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2102-118225	101-4192-425-15	REPAIRS - TRO TILE-PAINT-DISC-BRUSH/TROLLEY	000000	247.24
		I-2102-119548	101-4192-426	SUPPLIES STREET ELBOW-HOSE BARB/PB	000000	12.48
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-62028	101-4192-425	REPAIRS FLAT REPAIR-SUPPLIES/PB	000000	10.50
01-1502	BLACK HILLS CHEMICAL					
		I-194418	101-4192-426	SUPPLIES NITRILE GLOVE-STERIPHENE/PB	000000	186.92
01-1558	ECOLAB PEST ELIMINATION					
		I-4148239	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-801566	101-4192-426	SUPPLIES TRICO-FILTER ASM OIL-WASH/PB	000000	19.16
		I-32-801798	101-4192-425-17	REPAIRS-DAYS SPINFRAED THERM W/L/DAYS MUS	000000	64.86
		I-32-802783	101-4192-425	REPAIRS FUEL CAP/PUB BLDGS	000000	13.42
		I-801685	101-4192-425-09	REPAIRS - HAR HI POWER II V BELT/HARCC	000000	13.64
01-1668	ESRI					
		I-259990063	101-4192-422-15	PROFESSIONAL 2021 GIS SOFTWARE MAINT - TR	000000	5,000.00
01-2177	PITNEY BOWES					
		I-3313035902	101-4192-422-04	PROFESSIONAL QTRLY LEASE - JAN-MAR '21	000000	250.05
01-2543	RISS & ASSOCIATES CABIN					
		I-9838	101-4192-425-06	REPAIRS - DAY L SHAPED COUNTERTOP/GRANDSTA	000000	635.00
01-3032	OTIS ELEVATOR COMPANY					
		I-100400264316	101-4192-422-02	PROFESSIONAL ELEVATOR MAINT3/1-5/31/21/ADMU	000000	775.80
01-3151	KONE INC.					
		I-959802700	101-4192-422-17	PROFESSIONAL- FEB ELEVATOR MAINT/DAYS MUS	000000	172.00
01-3421	S AND C CLEANERS					
		I-02/26/21 INV 108	101-4192-422-04	PROFESSIONAL FEB CLEANING/CITY HALL	000000	990.00
		I-02/26/21 INV 121	101-4192-422-13	PROFESSIONAL CLEANING/REC CENTER	000000	2,533.00
		I-02/26/21 INV 156	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-02/26/21 INV 156	101-4192-422-07	PROFESSIONAL CLEANING/FIRE DEPT	000000	400.00
		I-02/26/21 INV 247	101-4192-422	PROFESSIONAL PB CLEANING 01/25 - 2/25/21/PB	000000	1,030.00
01-3685	BLACK HILLS SECURITY &					
		I-P111750	101-4192-425-24	REPAIRS - OUT TRBLSHOOT ALARM-INTERNET/OSQ	000000	193.88
01-3838	VAST BROADBAND					
		I-TELEPHONE 2/14/21	101-4192-428-19	UTILITIES - G TELEPHONE 2/19-3/18/21/GATEWAY	000000	79.99
01-3977	ACE HARDWARE OF LEAD					
		C-020213	101-4192-425-09	REPAIRS - HAR WHITE WALL REGISTER/HARCC	000000	23.98-



PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD	continued				
		I-020108	101-4192-425-04	REPAIRS - CIT GARMETN HOOK STN NICKEL/CITY	000000	22.95
		I-020148	101-4192-425-04	REPAIRS - CIT CAMP PAD-POLYSHADE/CITY HALL	000000	80.94
01-4057	VIEHAUSER ENTERPRISES,					
		I-32261	101-4192-425-10	REPAIRS - LIB BBA2-6 ASSA KEY TWIN 140/LIBRA	000000	14.00
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB BLDGS	101-4192-425-04	REPAIRS - CIT FAN MOTOR CRADLE BASE/CITY HAL	000000	243.90
		I-02/28/21 PUB BLDGS	101-4192-425-13	REPAIRS - REC RELAY COIL POWER DUTY/REC CENT	000000	45.90
		I-02/28/21 PUB BLDGS	101-4192-426	SUPPLIES 24 DONUTS PLAIN SMALL/PB	000000	23.76
		I-02/28/21 PUB BLDGS	101-4192-426	SUPPLIES 8 GB BULK MEMORY FLASHDRIVE/PB	000000	22.99
		I-02/28/21 PUB BLDGS	101-4192-426	SUPPLIES 2 TB EXTERNAL HARD DRIVE/PB	000000	58.49
		I-02/28/21 PUB BLDGS	101-4192-425-04	REPAIRS - CIT WATER FILTER CAP REPLACE/CITY	000000	39.99
		I-02/28/21 PUB BLDGS	101-4192-425-13	REPAIRS - REC CONTROL TRANSFORMER 250V/REC C	000000	147.88
		I-02/28/21 PUB BLDGS	101-4192-425-13	REPAIRS - REC RELAY 24VAC COIL POWER DUTY/RE	000000	22.95
		I-02/28/21 PUB BLDGS	101-4192-425-21	REPAIRS - WEL 2" URINAL STRAINER/WELCOME	000000	56.90
		I-02/28/21 PUB BLDGS	101-4192-425-04	REPAIRS - CIT TOUCHLESS FAUCET SINK TAP/CITY	000000	84.92
		I-022821HP	101-4192-426	SUPPLIES ATOMIC FIREBALLS - MAYOR - PB	000000	10.38
01-4765	AUCA WESTERN FIRST AID					
		I-RAP2-000340	101-4192-426-04	SUPPLIES - CI BANDAGES-OINT-ANTISEP/CITY HA	000000	197.17
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	44,648.61
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-379529	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,490.00
01-3246	KT CONNECTIONS, INC.					
		I-44299	101-4193-434	MACHINERY/EQU COMMISSION ROOM ZOOM ROOM/IT	000000	16,404.50
01-4296	ONSOLVE, LLC					
		I-15155564	101-4193-422	PROFESSIONAL CODE RED - 2021	000000	1,575.00
01-4326	IWORQ					
		I-194575	101-4193-422	PROFESSIONAL LICENSE MANAGEMENT/JAN-DEC'21	000000	2,150.00
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB BLDGS	101-4193-426	SUPPLIES VIDEO DOCK USB LAN HUB/PB	000000	49.79
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	21,669.29
01-0467	CULLIGAN OF THE BLACK H					
		I-0012983	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	33.00
		I-0013102	101-4210-424	RENTALS BOTTLED WATER,CUPS - POLICE	000000	39.75
		I-0013133	101-4210-424	RENTALS COOLER RENT - MARCH / POLICE	000000	15.00

PACKET: 05331 COMBINED - 3/16/21  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					
		I-0017636913	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	157.63
		I-017721900	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	136.41
01-0585	SD DEPT. OF REVENUE					
		I-02252021	101-4210-426	SUPPLIES LICENSE PLATE FEE - POLICE	000000	2.00
01-1424	SOUTHSIDE SERVICE					
		I-053624	101-4210-425	REPAIRS SVC.ENGINE,OIL,FILTER,FLUID-PD	000000	110.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-801871	101-4210-425	REPAIRS WASH FLUID,TRICO ICE - POLICE	000000	58.30
		I-32-802697	101-4210-425	REPAIRS 3157NAB2 STANDARD - POLICE	000000	3.99
01-3190	SD SHERIFFS' ASSOCIATIO					
		I-03052021	101-4210-427	TRAVEL CONFERENCE REGIS./MERTENS	000000	85.00
		I-030521	101-4210-427	TRAVEL CONFERENCE REGIS./BRADLEY	000000	85.00
01-4466	SD NARCOTICS OFFICERS A					
		I-030521	101-4210-427	TRAVEL REGISTRATION/CONFERENCE-POLICE	000000	50.00
01-4765	AUCA WESTERN FIRST AID					
		I-RAP2-000342	101-4210-424	RENTALS FIRST AID SUPPLIES - POLICE	000000	92.72
			DEPARTMENT 210	POLICE	TOTAL:	869.55
01-3855	PAPOUSEK, SONYA					
		I-03082021	101-4211-426	5TH GRADE DAR REIMBS-5TH GRADE DARE SUPPLIES	000000	45.35
			DEPARTMENT 211	DARE 5TH GRADE	TOTAL:	45.35
01-0547	M&M SANITATION					
		I-12319	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	130.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-801766	101-4221-425	REPAIRS BATTERY - FIRE DEPT	000000	96.53
		I-32-801823	101-4221-426	SUPPLIES 4MQBA-4FP - FIRE DEPT	000000	8.40
		I-32-802766	101-4221-425	REPAIRS DOOR JAM SWITCH,FUSE HLDR-FIRE	000000	9.90
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-02252021	101-4221-426	SUPPLIES REIMBS.-SHIRT,2 PATCHES - FIRE	000000	42.58
01-3056	NORTHERN HILLS TECHNOLO					
		I-02282021	101-4221-422	PROFESSIONAL ONLINE BACKUP SERVICE - FIRE	000000	32.50
01-3977	ACE HARDWARE OF LEAD					
		I-020126	101-4221-425	REPAIRS RECHARGEABLE BATTERIES - FIRE	000000	27.98

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT					
		I-210320	101-4221-422	PROFESSIONAL SCREENING	000000	108.00
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB WORKS	101-4221-434	MACHINERY/EQU DEWALT RECIPROCATING SAW/FIRE	000000	400.00
		I-02/28/21 PUB WORKS	101-4221-434	MACHINERY/EQU DEWALT CORDLESS DRILL/FIRE	000000	325.99
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	1,181.88
01-0136	INTERNATIONAL CODE COUN					
		I-3298444	101-4232-422	PROFESSIONAL MEMBERSHIP 4/1/21-3/31/22/BI	000000	145.00
01-1668	ESRI					
		I-259990063	101-4232-422	PROFESSIONAL 2021 GIS SOFTWARE MAINT - BI	000000	400.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	545.00
01-0320	WHITE'S CANYON MOTORS					
		I-628412	101-4310-425	REPAIRS SWITCH WATER TRUCK/STREETS	000000	49.47
		I-628439	101-4310-426	SUPPLIES REGUL/STREETS	000000	156.93
01-0418	BLACK HILLS PIONEER					
		I-103 - 2021	101-4310-423	PUBLISHING ORD.#1321- SNOW RMVL,ST.CLEAN	000000	33.73
01-0467	CULLIGAN OF THE BLACK H					
		I-0010543	101-4310-426	SUPPLIES (1) 5 GAL BOTTLED WATER/STRTS	000000	6.75
		I-0013078	101-4310-426	SUPPLIES (3) 5 GAL BOTTLED WATER/STREET	000000	10.12
01-0575	SOUTHSIDE OIL					
		I-095792	101-4310-426	SUPPLIES (5504) GALS ETHANOL FUEL/STRTS	000000	12,439.04
01-0828	USA BLUEBOOK					
		I-511929	101-4310-426	SUPPLIES CONTR PVC DISCHARGE HOSE/STRTS	000000	55.25
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028392	101-4310-426	SUPPLIES AIRLIFT 80537-SHIPPING/STREETS	000000	163.88
01-1500	A & B WELDING					
		I-01023567A	101-4310-426	SUPPLIES 5 YEAR RENEWAL FEE ARQ92/STRTS	000000	48.56
		I-01024404A	101-4310-426	SUPPLIES OXYGEN COMPRESSED 2.2/STRTS	000000	47.53
01-1515	RAPID DELIVERY					
		I-02/28/21 5 INVOICE	101-4310-426	SUPPLIES 433586 BUTLER MACHINERY	000000	13.23
		I-02/28/21 5 INVOICE	101-4310-426	SUPPLIES 433592 BUTLER MACHINERY	000000	25.88
		I-02/28/21 5 INVOICE	101-4310-426	SUPPLIES 433594 BUTLER MACHINERY	000000	49.74
		I-02/28/21 5 INVOICE	101-4310-426	SUPPLIES 433599 BUTLER MACHINERY	000000	74.18
		I-02/28/21 5 INVOICE	101-4310-426	SUPPLIES 433611 BUTLER MACHINERY	000000	14.66

03/12/2021 8:50 AM  
 PACKET: 05331 COMBINED - 3/16/21  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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 BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-801972	101-4310-426	SUPPLIES RETURN CLEAR LIGHT-CLEAR/STRTS	000000	1.72-
		I-32-801495	101-4310-426	SUPPLIES BLOWER MOTOR RESIS/STREETS	000000	21.98
		I-32-801582	101-4310-426	SUPPLIES ALUMINUM HEATER CO/STREETS	000000	74.19
		I-32-801679	101-4310-426	SUPPLIES HZ BATTERY ASM STOR/STRTS	000000	250.06
		I-32-801707	101-4310-426	SUPPLIES ADHES TIE WRAP MOU/STREETS	000000	3.01
		I-32-801812	101-4310-426	SUPPLIES 4AB-4ABC-4TSI-UNION/STREETS	000000	32.90
		I-32-801887	101-4310-426	SUPPLIES HOSE FITTING-#6 5000 PSI/STRTS	000000	54.02
		I-32-801900	101-4310-426	SUPPLIES GROMMET-LED-CLEAR LIGHT/STRTS	000000	81.82
		I-32-801967	101-4310-426	SUPPLIES CLEARANCE LIGHT-GROMMET/STREET	000000	11.62
		I-32-802473	101-4310-426	SUPPLIES GLOSS WHITE-GRAY PRIMER/STREET	000000	17.97
01-1668	ESRI					
		I-259990063	101-4310-422	PROFESSIONAL 2021 GIS SOFTWARE MAINT - ST	000000	350.00
01-1725	QUILL CORPORATION					
		I-14978653	101-4310-426	SUPPLIES (10) EACH SPONS-FORKS/STRTS	000000	31.60
01-3060	QUIK SIGNS					
		I-32645	101-4310-426	SUPPLIES (4) 11 X 27 GRAPHIC CUT OUT/ST	000000	140.95
01-3438	BLACKSTRAP, INC.					
		I-125057	101-4310-426	SUPPLIES (30.39) TONS SAND-GRAVEL/STRTS	000000	3,798.75
01-3704	GARDNER CONSTRUCTION					
		I-2004	101-4310-422	PROFESSIONAL BREAK ICE-SNOW AT RODEO GR/STR	000000	1,800.00
		I-2025	101-4310-422	PROFESSIONAL MOB-DEMOB TO RODEO GRNDS/STR	000000	600.00
01-3896	EAGLE ENTERPRISES, LLC					
		I-22516	101-4310-426	SUPPLIES (3) 300W GE LED STREET LIGHT/S	000000	2,385.00
		I-22519	101-4310-426	SUPPLIES (3) 300W GE LED STREET LIGHT/S	000000	2,385.00
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-117304858	101-4310-426	SUPPLIES 12V ELECTRIC VIBRATOR/STRTS	000000	331.95
01-4317	VIGILANT BUSINESS SOLUT					
		I-210320	101-4310-422	PROFESSIONAL SCREENING	000000	136.00
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB BLDGS	101-4310-426	SUPPLIES EARBUD EAR GELS/STREETS	000000	9.99
		I-02/28/21 PUB WORKS	101-4310-426	SUPPLIES RED SHARPIE MARKERS/STREETS	000000	5.99
01-4721	TOWEY DESIGN GROUP INC.					
		I-21-010	101-4310-422	PROFESSIONAL PRO SRVCS RODEO GR MILL-OVER/S	000000	2,287.25
				DEPARTMENT 310 STREETS	TOTAL:	27,997.28
01-4630	SANDER SANITATION SERVI					

PACKET: 05331 COMBINED - 3/16/21  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 320 SANITATION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4630	SANDER SANITATION SERVI	continued				
	I-02/26/21 RES GARB	101-4320-422	PROFESSIONAL	FEBRUARY RES GARBAGE PICKUP	000000	11,612.73
			DEPARTMENT 320	SANITATION	TOTAL:	11,612.73
01-0467	CULLIGAN OF THE BLACK H					
	I-0013101	101-4520-426	SUPPLIES	(6) 5 GAL BOTTLED WATER/PARKS	000000	40.50
	I-0013132	101-4520-426	SUPPLIES	MARCH COOLER RENTAL/PARKS	000000	15.00
01-0578	TWIN CITY HARDWARE & LU					
	I-2102-117403	101-4520-426	SUPPLIES	(10) BAGS PORTLAND CEMENT/PRKS	000000	169.90
01-0653	FASTENAL COMPANY					
	C-SDSPE119359	101-4520-426	SUPPLIES	RETURN GLOVES L-M/PARKS	000000	126.17-
	I-SDSPE119345	101-4520-426	SUPPLIES	RED-WHT RFLCTV TP-GLOVES/PARKS	000000	246.37
01-0677	LAWSON PRODUCTS, INC.					
	I-9308234856	101-4520-426	SUPPLIES	BL MAINT PAINT-PRIMER/PARKS	000000	154.60
	I-9308234857	101-4520-426	SUPPLIES	1/4-M8 STEEL FLAT WASHERS/PARK	000000	12.64
	I-9308249441	101-4520-426	SUPPLIES	BL MAINT PAINT-AER SPRAHNDL/PR	000000	49.74
01-0776	ALBERTSON ENGINEERING,					
	I-15642	101-4520-422-01	PROF SERV- FE CONST	DOCS/CR RESTOR COMF INN	000000	6,150.00
	I-15651	101-4520-422-01	PROF SERV- FE CONSTR	DOCS HWY 385-85 INTERS	000000	7,545.00
01-1498	A & J SUPPLY					
	I-1099	101-4520-426	SUPPLIES	(2) 3X2X1/8 105"/PARKS	000000	98.88
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-801921	101-4520-426	SUPPLIES	WIX AIR FILTERS/PARKS	000000	116.30
	I-32-801923	101-4520-426	SUPPLIES	WIX AIR FILTERS/PARKS	000000	57.39
	I-32-802599	101-4520-426	SUPPLIES	HZ BATTERY ASM/PARKS	000000	124.67
	I-32-802617	101-4520-426	SUPPLIES	SELF ETCHING-TOP COAT/PARKS	000000	119.94
	I-32-802618	101-4520-426	SUPPLIES	WIX AIR-OIL FILTERS/PARKS	000000	85.04
01-1725	QUILL CORPORATION					
	I-14978653	101-4520-426	SUPPLIES	(10) EACH SPONS-FORKS/PARKS	000000	31.60
01-1798	CHAINSAW CENTER/DAKOTA					
	I-1384082	101-4520-426	SUPPLIES	COVER MUFFLER-SCRAPER BAR/PARK	000000	121.34
01-1850	FOOTHILLS SEED, INC.					
	I-137118	101-4520-426	SUPPLIES	TITAN ULTRA TALL FESCUE/PARKS	000000	245.30
01-4625	FIB CREDIT CARDS					
	I-02/28/21 PUB WORKS	101-4520-426	SUPPLIES	STRIKE FORCE TRAIL CAM/PARKS	000000	117.14
	I-02/28/21 PUB WORKS	101-4520-426	SUPPLIES	TRAIL CAM TAX REFUND/PARKS	000000	7.15-
			DEPARTMENT 520	PARKS	TOTAL:	15,368.00

PACKET: 05331 COMBINED - 3/16/21  
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
01-1529	LAWRENCE CO. TREASURER					
		I-30875-00600-010-00	101-4640-429	OTHER-GIS PROP.TAX - #30875-00600-010-00	000000	6.50
		I-30875-00700-020-00	101-4640-429	OTHER-GIS PROP.TAX - #30875-0700-020-00	000000	37.84
01-1668	ESRI					
		I-259990063	101-4640-422	PROFESSIONAL 2021 GIS SOFTWARE MAINT - PZ	000000	1,000.00
01-3223	QUICK TROPHY, LLC					
		I-107344	101-4640-426	SUPPLIES P&ZC NAME PLATE - K WAGNER	000000	26.67
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB WORKS	101-4640-427	TRAVEL HYDROLOGY CONFERENCE/P&Z	000000	20.00
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						1,091.01
FUND 101 GENERAL FUND TOTAL:						128,597.91

01/12/2021 8:50 AM  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 206 LIBRARY FUND  
DEPARTMENT: 550 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1562	MIDWEST TAPE					
		I-500090442	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	8.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-210320	206-4550-422	PROFESSIONAL SCREENING	000000	117.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1GXD-D9DY-3NDV	206-4550-426	SUPPLIES FOLDERS, STAMP PAD - LIBRARY	000000	15.87
		I-1GXD-D9DY-3NDV	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	41.46
		I-1TND-C7VL-CRKH	206-4550-426	SUPPLIES INK CARTRDGS, STRG BXS- LIBRARY	000000	118.88
		I-1TND-C7VL-CRKH	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	105.62
01-4724	EBSCO					
		I-2104608	206-4550-434	COLLECTION DE SUBSCRIPTIONS - LIBRARY	000000	81.65
				DEPARTMENT 550 LIBRARY	TOTAL:	489.47
				FUND 206 LIBRARY FUND	TOTAL:	489.47

3/12/2021 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-63117	209-4510-423	PUBLISHING	COMM PAGES SPONSORSHIP/REC CEN 000000	12.50
		I-RENEW 2021	209-4510-426	SUPPLIES	RENEW SUBSCRIPTION 2021/REC 000000	164.79
01-1038	PUSH-PEDAL-PULL					
		I-302775	209-4510-425	REPAIRS	SERVICE PRECOR FR 120V/REC 000000	867.20
01-1558	ECOLAB PEST ELIMINATION					
		I-4148240	209-4510-422	PROFESSIONAL	COCKROACH-RODENT PROGR/REC 000000	94.05
01-2645	HAWKINS INC					
		I-4882074	209-4510-426	SUPPLIES	DELDRUM-AZONE-HYDRO ACID/REC C 000000	798.50
01-2889	ATCO INTERNATIONAL					
		I-I0573067	209-4510-426	SUPPLIES	SEE THRU-SS MAGIC/REC CENTER 000000	390.00
01-3151	KONE INC.					
		I-959802699	209-4510-422	PROFESSIONAL	FEB ELEVATOR MAINT/REC CENTER 000000	165.38
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB BLDGS	209-4510-426	SUPPLIES	PLASTIC PVC POUCHES/REC CENTER 000000	43.98
		I-02/28/21 PUB BLDGS	209-4510-426	SUPPLIES	VACUUM CLEANER/REC CENTER 000000	298.49
		I-02/28/21 PUB BLDGS	209-4510-426	SUPPLIES	MR. CLEAN CLNG SOLUTION/REC 000000	58.51
		I-02/28/21 PUB WORKS	209-4510-426	SUPPLIES	BIC BALLPOINT PENS/REC CENTER 000000	6.48
			DEPARTMENT 510	REC CENTER	TOTAL:	2,899.88
01-0378	NORTHERN HILLS CASA					
		I-011121	209-4980-429	OTHER	2021 ALLOCATION 000000	3,500.00
01-0475	DEADWOOD CHAMBER & VISI					
		I-03-10-2021	209-4980-422	PROFESSIONAL	B&B BILL LIST FOR 3-15-21 000000	12,418.47
		I-03-10-2021	209-4980-422	PROFESSIONAL	EVNT CMLX BILL LIST/3-15-21 000000	5,606.25
01-1647	DEADWOOD LEAD ECONOMIC					
		I-012521	209-4980-429	OTHER	2021 ALLOCATION 000000	48,000.00
01-3700	TWIN CITY CLOTHING CENT					
		I-020321	209-4980-429	OTHER	2021 ALLOCATION 000000	2,500.00
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	72,024.72
			FUND	209	BED & BOOZE FUND	TOTAL: 74,924.60



3/12/2021 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 213 BID #1-6 (Business Imprv)  
DEPARTMENT: 630 BID  
BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-03-10-2021	213-4630-423	MARKETING	BID 1-6 BILL LIST FOR 3-15-21	000000
						1,000.00
				DEPARTMENT 630	BID	TOTAL:
						1,000.00
				FUND	213	BID #1-6 (Business Imprv)
						TOTAL:
						1,000.00

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

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-030521	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.00
01-3295	PANNIER	I-164309	215-4572-235	VISITOR MGMT 7 REPLACEMENT PANELS - PUB ED	000000	1,592.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	1,592.00
01-0451	RUNGE, MIKE	I-030321	215-4573-335	HIST. INTERP. REIMBURSE-POST CARD/BAND PHOTO	000000	20.56
01-1547	AASLH MEMBERSHIP SERVIC	I-030221	215-4573-325	HIST. INTERP. MEMBERSHIP RENEWAL - RUNGE	000000	118.00
01-1668	ESRI	I-259990063	215-4573-340	HIST. INTERP. 2021 GIS SOFTWARE MAINT - HP	000000	9,500.00
01-2014	TOMS, DON	I-LEDGER PROJECT 301	215-4573-335	HIST. INTERP. 1898 LC TAX RECORDS BKS 1 & 2	000000	1,200.00
01-2204	FERBER ENGINEERING COMP	I-J18-118-2.16	215-4573-340	HIST. INTERP. 2019 GIS TECHNICAL SERVICES	000000	1,543.87
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	12,382.43
01-1191	UMENTHUM, KEITH	I-312570	215-4575-505-01	20 WASHINGTON 20 WASHINGTON MORTGAGE EXPENSE	000000	428.40
01-2597	MORSE, MARCIA E.	I-030821	215-4575-505-01	20 WASHINGTON 20 WASHINGTON MORTGAGE EXPENSE	000000	152.42
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	580.82
01-0510	GOLDEN WEST TECHNOLOGIE	I-379529	215-4576-600	PROFES. SERV. OFFSITE BACKUP SERVICE	000000	215.00
01-2394	GUNDERSON, PALMER, NELS	I-106774	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	570.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	785.00
01-0186	ALPINE IMPRESSIONS					

3/12/2021 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 641 OFFICE HIST. PRES.  
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0186	ALPINE IMPRESSIONS	continued				
		I-18691	215-4641-426	SUPPLIES LOGO ON JACKET PZC COMM RUNGE	000000	55.00
01-0742	OFFICE DEPOT					
		I-155695983001	215-4641-426	SUPPLIES CALCULATOR - CINDY	000000	99.39
01-1827	MS MAIL & MARKETING					
		I-12048	215-4641-423	PUBLISHING MARCH NEWSLETTER	000000	653.76
01-3373	AMAZON WEB SERVICES					
		I-700852985	215-4641-422	PROFESSIONAL WEB SERVICES 2/1/21-2/28/21-HP	000000	238.91
01-3838	VAST BROADBAND					
		I-021621	215-4641-428	UTILITIES MT MORIAH - 02/20/21-03/19/20	000000	138.19
01-4625	FIB CREDIT CARDS					
		I-022821HP	215-4641-426	SUPPLIES HEADSET REPLACEMENT PARTS-HP	000000	12.08
		I-022821HP	215-4641-426	SUPPLIES 2 BK USB A TO USB B CONVRTR-HP	000000	8.69
		I-022821HP	215-4641-426	SUPPLIES WRONG ORDER - KEVIN	000000	7.40
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						1,213.42
FUND 215 HISTORIC PRESERVATION TOTAL:						16,553.67

3/12/2021 8:50 AM  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 216 REVOLVING LOAN  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1089	CVD CONSTRUCTION INC.	I-7886	216-1310	DUE FROM OTHE MASONIC CENTER 715 MAIN	000000	41,237.00	
01-1483	KNECHT HOME CENTER	I-5862387	216-1310	DUE FROM OTHE BLOOM 17 FILLMORE	000000	141.76	
		I-5876973	216-1310	DUE FROM OTHE BLOOM 17 FILLMORE	000000	64.05	
		I-5881332	216-1310	DUE FROM OTHE BLOOM 17 FILLMORE	000000	63.87	
01-4437	FASNACHT, GLENN	I-030921	216-1310	DUE FROM OTHE FASNACHT 74 VAN BUREN	000000	522.77	
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	42,029.45	
01-0558	NHS OF THE BLACK HILLS	I-2021-2	216-4653-422	PROFESSIONAL CONTRACT FEB 2021	000000	3,193.75	
01-1496	LAWRENCE CO. REGISTER O	I-030121	216-4653-960	CLOSING CO REC FEE 715 MAIN MASONIC TEMPL	000000	30.00	
01-4438	DAKOTA TITLE	I-OE015621	216-4653-960	CLOSING CO CLOSING MASONIC TEMPLE 715 MAI	000000	120.00	
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	3,343.75	
			FUND	216	REVOLVING LOAN	TOTAL:	45,373.20

PACKET: 05331 COMBINED - 3/16/21  
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
01-0418	BLACK HILLS PIONEER					
		I-125 - 2021	602-4330-423	PUBLISHING/BA DRINKING WATER REPORT/QUALITY	000000	138.60
01-0467	CULLIGAN OF THE BLACK H					
		I-0013078	602-4330-426	SUPPLIES (3) 5 GAL BOTTLED WATER/WATER`	000000	10.13
01-0539	LEAD-DEADWOOD SANITARY					
		I-02/28/21 EQR	602-4330-422	PROFESSIONAL FEB EQR/WATER	000000	25,620.25
01-0684	NORTHWEST PIPE FITTINGS					
		I-1337059	602-4330-426	SUPPLIES SLD MJ SLEEVE LESS ACC DI/WATE	000000	671.46
01-1235	BADGER METER, INC.					
		I-80068256	602-4330-422	PROFESSIONAL FEB METER READING/WATER	000000	48.36
01-1409	US POSTAL SERVICE					
		I-022021-PERMIT#3	602-4330-422	PROFESSIONAL 1ST CLASS PRESORT PERMIT #3	000000	245.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-801960	602-4330-426	SUPPLIES 26" COOL SNOW TOOL/WATER	000000	4.48
		I-32-801993	602-4330-426	SUPPLIES ATM-MINI FUSE/WATER	000000	4.19
		I-32-802495	602-4330-426	SUPPLIES (2) 22" TRICO FORCE BE/WATER	000000	33.98
01-1668	ESRI					
		I-259990063	602-4330-422	PROFESSIONAL 2021 GIS SOFTWARE MAINT - WT	000000	350.00
01-1725	QUILL CORPORATION					
		I-14978653	602-4330-426	SUPPLIES (10) EACH SPPONS-FORKS/WATER	000000	31.60
01-1827	MS MAIL & MARKETING					
		I-12048 - A	602-4330-426	SUPPLIES UTILITY BILLS MAILING - FEB.	000000	307.32
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB WORKS	602-4330-426	SUPPLIES ETHERNET CABLE CORD/WATER	000000	7.66
		I-02/28/21 PUB WORKS	602-4330-426	SUPPLIES OTTERBOX-PHONE CHARGER/WATER	000000	56.45
		I-02/28/21 PUB WORKS	602-4330-426	SUPPLIES USB LIGHTENING CABLE/WATER	000000	14.99
		I-02/28/21 PUB WORKS	602-4330-427	TRAVEL HYDROLOGY CONFERENCE/WATER	000000	20.00
DEPARTMENT 330 WATER					TOTAL:	27,564.47
-----						
FUND 602 WATER FUND					TOTAL:	27,564.47

3/12/2021 8:50 AM  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 603 SEWER FUND  
DEPARTMENT: 325 SEWER  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-02/2/21 CONSUMPT	603-4325-429	OTHER EXPENSE MARCH CONSUMPTION RES/SEWER	000000	695.14
				DEPARTMENT 325 SEWER	TOTAL:	695.14
				FUND 603 SEWER FUND	TOTAL:	695.14

PACKET: 05331 COMBINED - 3/16/21

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
01-3373	AMAZON WEB SERVICES					
		I-700852985	607-4580-422	PROFESSIONAL WEB SERVICES 2/1/21-2/28/21-MM	000000	238.92
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2021-022	607-4580-422	PROFESSIONAL MT MORIAH PHASES 1 & 2 PLANS	000000	4,000.00
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	4,238.92
				FUND 607 HISTORIC CEMETERIES	TOTAL:	4,238.92

PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-612	610-4360-425	REPAIRS CABLE LUGS-TBL RING-CABLES/P&T	000000	34.17
		I-32-801218	610-4360-425	REPAIRS DUPONT GUN-EQUIP-BL GLOSS/P&T	000000	44.75
		I-32-801787	610-4360-425	REPAIRS TBL RINGS-VINYL BUT/P&T	000000	19.04
		I-32-801922	610-4360-425	REPAIRS CABLE LUGS COPPER/P&T	000000	3.61
01-1745	LIGHT AND SIREN					
		I-15220	610-4360-434	MACHINERY/EQU SIREN/LIGHTBAR - P&T	000000	519.00
01-2620	FIRST BAPTIST CHURCH					
		I-02222021	610-4360-422	PROFESSIONAL 2021 PARKING LOT LEASE	000000	3,600.00
01-3060	QUIK SIGNS					
		I-32567	610-4360-426	SUPPLIES 2 SIGNS - P & T	000000	225.93
01-3373	AMAZON WEB SERVICES					
		I-700852985	610-4360-422	PROFESSIONAL WEB SERVICE 2/1/21-2/28/21-P&T	000000	238.92
01-3712	PASSPORT LABS, INC.					
		I-INV-1020130	610-4360-422	PROFESSIONAL FEB.MOBILE PAY-METERS/P&T	000000	48.75
01-4625	FIB CREDIT CARDS					
		I-02/28/21 PUB BLDGS	610-4360-425	REPAIRS MOBILE LAPTOP MOUNT/P&T	000000	321.66
		I-02/28/21 PUB BLDGS	610-4360-426	SUPPLIES SHIELDED CAT6 CABLE/P&T	000000	218.78
		I-02/28/21 PUB BLDGS	610-4360-425	REPAIRS SHIELDED CAT6 RJ45 FEMALE/P&T	000000	56.80
		I-02/28/21 PUB BLDGS	610-4360-425	REPAIRS ALL WEATHER FLOOR MATS/P&T	000000	91.50
01-4766	IPS GROUP INC					
		I-INV56230	610-4360-434	MACHINERY/EQU HARDWARE ENFORC EQUIP/P&T	000000	77,383.00
		I-INV57744	610-4360-426	SUPPLIES (8) PAPER ROLLS/P&T	000000	265.86
		I-INV58236	610-4360-422	PROFESSIONAL CC TRANS FEES-DATA FEE/P&T	000000	453.80
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						83,525.57
01-0186	ALPINE IMPRESSIONS					
		I-18839	610-4361-426	SUPPLIES POLOS-BUTTON UPS/TROLLEY	000000	1,028.12
01-0545	LYNN'S DAKOTA MART					
		I-03/02/21 STMT	610-4361-426	SUPPLIES COFFEE-BOTTLED WATER/TROLLEY	000000	57.91
01-0578	TWIN CITY HARDWARE & LU					
		I-2102-117740	610-4361-426	SUPPLIES CHIP BRUSH-REMOVER/TROLLEY	000000	18.97
		I-2102-118310	610-4361-426	SUPPLIES ADHESIVE-TROWEL/TROLLEY	000000	7.48
		I-2102-118315	610-4361-426	SUPPLIES BRUSH-COVER-LINER-PAINT/TROLLE	000000	62.43
		I-2102-118566	610-4361-426	SUPPLIES DUSTER-STICKY NOTES-ADHES/TROL	000000	38.96
		I-2102-119009	610-4361-426	SUPPLIES CRISTAL PEN-BALCK- BLUE/TROLLE	000000	14.97
		I-2102-119240	610-4361-426	SUPPLIES 6" REFILL DISCS 100G-150G/TROL	000000	17.45



PACKET: 05331 COMBINED - 3/16/21

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0600	TRIPLE K TIRE & REPAIR					
	I-1-61810	610-4361-422	PROFESSIONAL	COMP DIAGNOSITCE/TROLLEY	000000	45.00
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-801287	610-4361-426	SUPPLIES	(2) PURPLE WASH FLUID/TROLLEY	000000	7.98
	I-32-801288	610-4361-426	SUPPLIES	PURPLE WASH FLUID/TROLLEY	000000	3.99
	I-32-802342	610-4361-434	MACHINERY/EQU	THUMBWHEEL-CIRC TESTER/TROLLEY	000000	18.17
	I-32-802515	610-4361-434	MACHINERY/EQU	CIRC TESTER-FLOOR DRY/TROLLEY	000000	38.94
	I-32-802516	610-4361-434	MACHINERY/EQU	1/2" X 50' AIR HOSE/TROLLEY	000000	67.88
	I-32-802711	610-4361-426	SUPPLIES	(3) ZEREX HD EXT LIFE/TROLLEY	000000	56.97
01-2427	HOMETOWN MANUFACTURING					
	I-5139	610-4361-426	SUPPLIES	ROCKER SWITCH-FREIGHT/TROLLEY	000000	64.55
01-3970	A & I DISTRIBUTORS					
	I-3588853	610-4361-426	SUPPLIES	UNJECT CLNR-SYNBLEND 5W20/TROL	000000	56.52
01-4036	SCOTT PETERSON MOTORS O					
	I-135114	610-4361-425	REPAIRS	SENSOR ASSY/TROLLEY	000000	88.90
01-4317	VIGILANT BUSINESS SOLUT					
	I-210320	610-4361-422	PROFESSIONAL	SCREENING	000000	176.00
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	1,871.19
01-0429	BLACK HILLS ENERGY					
	I-POWER 02/26/21	610-4362-428	UTILITIES	BROADWAY PARKING RAMP	000000	802.17
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-379529	610-4362-422	PROFESSIONAL	MANAGED FIREWALL - PKG RAMP	000000	75.00
01-3151	KONE INC.					
	I-959802699	610-4362-422	PROFESSIONAL	FEB ELEVATOR MAINT/PARK RAMP	000000	165.38
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	1,042.55
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	86,439.31

3/12/2021 8:50 AM  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 722 SALES TAX AGENCY  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

Section 4 Item a.

BANK: FNBAP

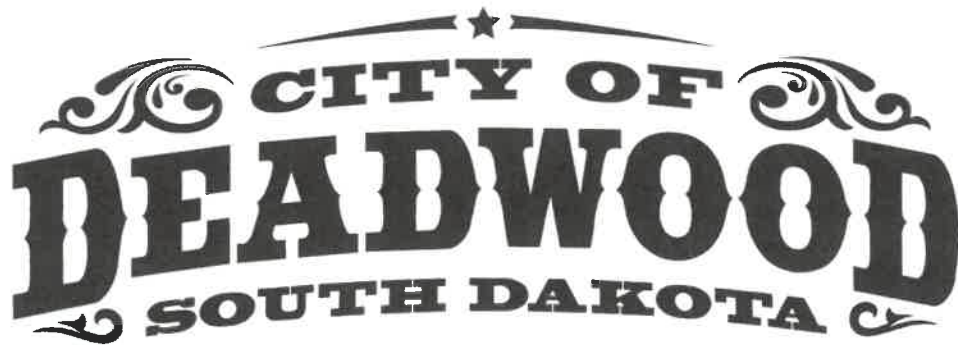
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-FEB-030521	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,958.60
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,958.60
			FUND	722 SALES TAX AGENCY	TOTAL:	2,958.60

3/12/2021 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET: 05331 COMBINED - 3/16/21  
VENDOR SET: 01  
FUND : 723 NICKEL SLOT PAYMENT AGNCY  
DEPARTMENT: 000 NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 23  
BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-031021	723-4000-429	OTHER CITY SLOTS - PYMT 9, YR 3	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	418,664.84



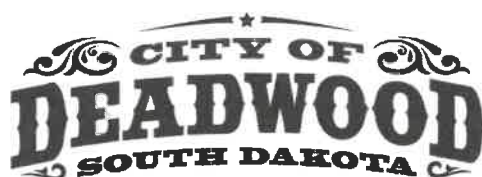
## Event Complex Rental and Use Agreement

Event: Deadwood All In Freestyle Motocross

Date: June 5th 2021

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

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



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All In Freestyle Motocross

### Contact Information:

Name of Applicant: James Carter

Business/Organization: Carter FMX LLC

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City SD 57702

Business Phone: 605 415 2371 Cell Phone: \_\_\_\_\_

Email Address: James @ Carter FMX. Com

### Dates Event Complex requested:

Set up Date(s): June 2nd 2021 Hour(s): 7 AM - 5pm

Event Date(s): June 5th 2021 Hour(s): TBD

Clean-up Date(s): June 6th-7th 2021 Hour(s): 7am - 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

### Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All In Freestyle Motocross

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: Badlands Security Title: Security  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: Eric Ulmer Title: Sound Sytem  
 Phone: 605 845 8900 Representing: Depot Music

Name: Cadillac Sacks Title: liquor Sales  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

## Rental Fees:

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

## Ticketed Events:

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

## Rental Fees subject to change.

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

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

*Please read the Use Guidelines for cancellation and reservation policies.*

## Fees

## Refundable Deposits

Event Complex Facilities \$ \_\_\_\_\_ Key Deposit \$ \_\_\_\_\_

Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ \_\_\_\_\_

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ 1100.00

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

Organization: Deadwood All In Freestyle Motocross

Name: James Carter Title: owner

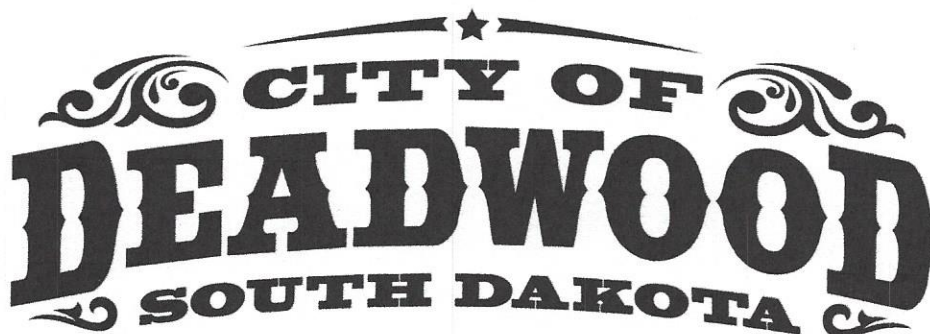
Signature: [Signature] Date: 02-01-21

## For Office Use Only:

Date Fees Received \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



## Event Complex Rental and Use Agreement

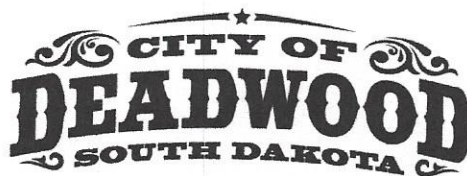
Event: Deadwood Mickelson Trail Marathon

Date: 6/5/21 & 6/6/21

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

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





Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon, Half Marathon, 5 Person Marathon Relay 5K Kids 1K

### Contact Information:

Name of Applicant: Emily Wheeler

Business/Organization: WEM, Inc

Mailing Address: 8510 Kings Court

City, State Zip: Rapid City SD 57702

Business Phone: 605-390-6137

Cell Phone: 605-390-6137

Email Address: emily@runcrazyhorse.com

### Dates Event Complex requested:

Set up Date(s): 6/6/21

Hour(s): 4:30am

Event Date(s): 6/6/21

Hour(s): 4:30am-3pm

Clean-up Date(s): NA

Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 2000

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

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

### Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon

### 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: Emily Wheeler Title: Race Director  
Phone: 605-390-6137 Representing: WEM, Inc

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

## Deadwood Event Complex Rental and Use Agreement

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

**Rental Fees:**

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

**Ticketed Events:**

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

**Rental Fees subject to change.**

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

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

*Please read the Use Guidelines for cancellation and reservation policies.*

**Fees**

Event Complex Facilities \$ \_\_\_\_\_

Parking Lots \$ 500

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ 500

**Refundable Deposits**

Key Deposit \$ \_\_\_\_\_

Cleaning/Damage Deposit \$ \_\_\_\_\_

**Total Deposits** \$ \_\_\_\_\_

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

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: 

Date: 2/22/21

**For Office Use Only:**

Date Fees Received \_\_\_\_\_

Total(s): \_\_\_\_\_

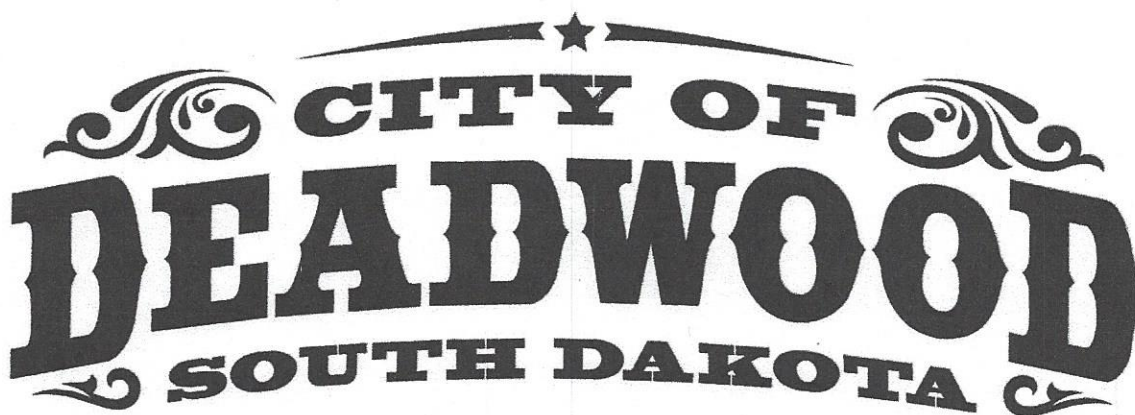
City Representative: \_\_\_\_\_

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

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

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





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

Deadwood Mickelson Trail Marathon

**Instructions:**

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

## EVENT INFORMATION

## Type of Event:

☒ Run    ☒ Walk    ☐ Bike Tour    ☐ Bike Race    ☐ Parade    ☐ Concert

☐ Street Fair    ☐ Triathlon    ☐ Other

Event Title: Deadwood Mickelson Trail Marathon, Half Marathon, 5 Person Marathon Relay, 5K, Kids 1k

Event Date(s): 6/5 and 6/6 2021  
(month, day, year)

Total Anticipated Attendance: 3000

(# of Participants) <sup>2500</sup> (# of Spectators) <sup>500</sup>

Actual Event Hours: (from): Sat 11am-Sun 8am AM / PM (to): Sat and Sunday to 3pm AM / PM

Location / Staging Area: Sherman Street Lot/ Parking at Rodeo Grounds

Set up/assembly/construction Date: Friday June 4 Start Time: 8am AM / PM

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

Set up finish chute with event barricades, set up city tent, BHSU tent and port-a-pot delivery

Dismantle Date: June 7th Completion time: noon 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:

will not need street closures, but will stop traffic for runners at hwy 85 and 385 (Mickelson Trail Crossing)

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: WEM, Inc

Chief Officer of Organization (NAME): Emily Wheeler

Applicant (NAME): Emily Wheeler Business Phone: (605) 390-6137

Address:	8510 Kings Court	Rapid City	SD	57702
		(city)	(state)	(zip code)

Daytime phone: (605) 396-6137 Evening Phone: (605) 396-6137 Fax #: ( )

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

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

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

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

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

Fees vary from \$10-\$100 depending on distance and time of registration

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

A run/walk on the Mickelson Trail with the finish line and spectator area in the Sherman Street Lot. Sat will be the 5K and Kids 1K and Sunday will be the Marathon, Half Marathon, and 5 Person Marathon Relay. Parking will be at the Rodeo Grounds and Trollys will bring the runners from local hotels to the Rodeo Grounds where hired buses will take runners to the start by 8am.

**2021 PARKING LEASE WITH**  
**SOUTH DAKOTA COMMISSION ON GAMING**

This Lease, made and entered into by and between the State of South Dakota, for the South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of Deadwood, hereinafter referred to as LANDLORD.

**WITNESSETH**

In consideration of the mutual covenants contained herein, the parties agree as follows:

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the following described property: 5 parking spots located in the Miller Street Parking Lot in Deadwood, South Dakota.

Under the following terms and conditions:

**SECTION 1 (TERM OF LEASE)**

The term of this lease shall be for one (1) year, to commence on April 1, 2021 and terminate on March 31, 2022 unless the TENANT exercises the option to renew under provision set forth herein and allow month to month extension with 30 day notice.

**SECTION II (PAYMENTS)**

The TENANT will pay the LANDLORD the sum of \$250.00 a month during the tenure of this lease. Rental payments shall be paid on the first day of each month with additional grace period of fifteen (15) days allowing for unforeseen circumstances during the term of this lease. Payments shall be made to:

NAME: Deadwood City Finance Office  
ADDRESS: City Hall – 102 Sherman Street  
Deadwood, SD 57732

#### **SECTION IV (FUNDING OUT)**

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

#### **SECTION V (TERMINATION)**

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

#### **SECTION VI (PEACEABLE AND QUIETLY HOLD)**

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request LANDLORD to pay for any such losses incurred. LANDLORD specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.



TENANT shall assume all risks incident to the use of the premises as a parking lot and shall indemnify LANDLORD against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by TENANT, and against any loss, damage, or expense resulting from injury to TENANT.

#### **SECTION VII (CANCELLATION)**

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

#### **SECTION VIII (PRIOR LEASE)**

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

STATE OF SOUTH DAKOTA  
Department of Revenue

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

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

\_\_\_\_\_  
Witness

CITYOF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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

**CITY OF DEADWOOD  
RESOLUTION 2021-05**

**A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fee(s) and other designations effective March 16, 2021:

**CEMETERIES:**

Oakridge:

Adult Plot, Burial Fees Space, excluding recording fee .....	\$300.00
For perpetual care (mandatory).....	\$150.00
Baby Plot, Burial Fees Space, excluding recording fee.....	<del>\$60.00</del> \$150.00
For perpetual care (mandatory).....	<del>\$75.00</del> \$150.00

Dated this 15th day of March, 2021.

\_\_\_\_\_  
David Ruth Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
Finance Officer  
(seal)

**CITY OF DEADWOOD  
RESOLUTION 2021-07  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective March 15, 2021;

**Deadwood Event Complex and Outlaw Square Events with Tickets:**

Facility Use Fee / Ticket Surcharge:

Applied to sold tickets (Reserved Seating, General Admission) .....**\$1.00/Per Ticket/Per Performance**

Dated this 15<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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

(seal)

LIGHT AND SIREN

PO Box 90846  
 SIOUX FALLS SD 57109  
 1-800-778-7623

**Invoice**

Date	Invoice #
3/3/2021	15361

<b>Bill To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

<b>Ship To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
JEEP	Net 30		1/22/2021	UPS GROUND		
Quantity	Item Code	Description			Price Each	Amount
1	5ENF48-SD.PR-J...	QE074261 ENF48 SD PRIME LED LIGHTBAR. 6 TD. 2 ALLEYS. 2 AMBER FRONT CORNER FLASHERS, REAR TRI-COLOR WARNING-ARROW. 4 SIDE SCENE LIGHTS. 2-TRI-COLOR FRONT CORNER HEADS. 2 DUAL COLOR REAR CORNER HEADS. 4 HEAD TRI-COLOR TRAFFIC DIRECTOR. 3 RED/WHITE DUAL COLOR DRIVER SIDE FORWARD LIGHTHEADS. 3 BLUE/WHITE DUAL COLOR PASS SIDE FORWARD LIGHTHEADS. ALL FRONT SIDE AND REAR LIGHTHEADS ON DRIVER SIDE OF BAR ARE COMBINATION OF RED, RED/WHITE AND RED/AMBER. ALL LIGHTHEADS ON PASSENGER SIDE OF BAR ARE COMBINATION OF BLUE, BLUE/WHITE AND BLUE/AMBER. SAE CLASS 1 CERTIFIED. 5-YEAR WARRANTY. MOUNTING FOR 2018+ JEEP GRAND CHEROKEE.			1,986.00	1,986.00
1	ETSA461HPP	HAND-HELD 400 SERIES SIREN, LIGHTBAR, ARROW CONTROLLER			384.00	384.00
					Subtotal	
					Sales Tax (0.0%)	
					TOTAL DUE	
					Payments/Credits	
					Balance Due	

LIGHT AND SIREN

PO Box 90846  
 SIOUX FALLS SD 57109  
 1-800-778-7623

**Invoice**

Date	Invoice #
3/3/2021	15361

<b>Bill To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

<b>Ship To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
JEEP	Net 30		1/22/2021	UPS GROUND		
Quantity	Item Code	Description			Price Each	Amount
1	ETSS100J	Compact 100 Watt Siren Speaker. Universal Mounting Bracket included.			145.00	145.00
1	PREP AND PEAK	LIGHTBAR PREP AND PEAK. CUSTOM CONFIGURE LIGHTBAR TO USER SPECIFICATIONS. PROGRAM FOR LOGIC CONTROL: STAGING: SET FLASH PATTERNS FOR BEST PATTERN PER APPLICATION PER LEVEL OF ACTION FOR EASE-OF-USE AND MOST EFFECTIVE DAYTIME VISIBILITY. CONFIGURE LIGHTBAR TO CONTROLLER BUTTON-TO-FUNCTION PER CONTROLLER FOR PLUG-AND- PLAY OR HARDWIRE CONTROL AS REQUIRED PER APPLICATION. PROGRAM FOR EASE-OF-INSTALLATION: \$75.00 PER VEHICLE FOR EXTERIOR LIGHTBAR. \$135.00 PER VEHICLE PER INTERIOR FRONT AND REAR/ REAR/ FRONT LIGHTBAR(S).			75.00	75.00
1	SHIPPING	SHIPPING AND INSURANCE FEES			38.00	38.00
					<b>Subtotal</b>	\$2,628.00
					<b>Sales Tax (0.0%)</b>	\$0.00
					<b>TOTAL DUE</b>	\$2,628.00
					<b>Payments/Credits</b>	\$0.00
					<b>Balance Due</b>	\$2,628.00

Blackstrap, Inc.  
PO Box 258 Neligh, NE 68756  
402-887-5651  
accounting@blackstrapinc.com



# INVOICE

Sold to: CITY OF DEADWOOD  
67 DUNLOP AVE  
DEADWOOD, SD 57732 USA

I N V O I C E #: 125559  
\*\*\*\*\*  
Freight Bill #: 72423  
Invoice Date: 02/26/21

VIA EMAIL: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 86630  
Your Contract #:  
Terms: NET30  
F.O.B.: DEADWOOD, SD  
Company #: 2851

*A finance charge of 18% will charged if this  
invoice is not paid within 30 days of the  
invoice date.*

Ship Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
02/23/21		BLACKSLICER	25.5400 Tons	155.0000	T	\$3958.70
	CAR #:2426					
		Pkup#: 51898				

PICKUP: BLACKSTRAP HOOP BUILDING NELIGH, NE  
DROPOFF: CITY OF DEADWOOD DEADWOOD, SD  
Dispatcher: 20/ Processed by: 20

-----  
INVOICE TOTAL --> \$3,958.70  
=====

Price Per: T=Ton, Q=Qty/Load, C=100wt, 1=48#BU, 2=56#BU, 3=32#BU, W=Wheat60#, 5=60#B, P=Lbs  
Thank you for your business. Please reference our invoice#  
on payment. Check payable to: Blackstrap, Inc.

72423 O/ 51080.0000 Lbs.

# DEADWOOD

## FIRE DEPARTMENT

737 Main Street  
Deadwood, SD 57732-1015  
Phone (605) 578-1212 • Fax (605) 578-1190  
Email: firedept@rushmore.com

To: Mayor Ruth and Deadwood City Commissioners

From: Deadwood Volunteer Fire Department

Date: February 11, 2021

Subject: Year-end Report for January 1, 2020 to December 31, 2020

The Deadwood Volunteer Fire Department would like to respectfully submit the following Year-end Report for Calendar Year 2020. On December 31, 2020 the Deadwood Volunteer Fire Department had 26 members. Below is a listing of the hours our firefighters donated during the 2020 calendar year to the community.

Training and Education	2019 totals	2020 totals
Hours Spent in Training -	989.40 hours	466.75 hours
Hours Spent in Community Education -	415.00 hours	390.70 hours
Hours Spent in Community Activities -	1233.14 hours	915.00 hours

INCIDENTS DURING	CALENDAR YEAR 2019		CALENDAR YEAR 2020	
Structure Fires	3	3%	3	3%
Vehicle Fires	8	7%	9	8%
Wild land Fires	1	1%	5	4%
Rescue Calls	15	13%	5	4%
HazMat Calls	18	16%	26	23%
Service Calls	25	22%	24	21%
Fire false Alarms	39	35%	34	30%
Medical Assist	1	1%	1	1%
Other	<u>2</u>	<u>2%</u>	<u>7</u>	<u>6%</u>
Total Calls	112		114	

77 calls or 68% of all incidents were inside the city limits.

24 calls or 21% of all incidents were out of city limits yet in Deadwood Fire District.

13 calls or 11% of all incidents were outside the Deadwood Fire District.

An average of 8 Volunteers responded per call.

**114 incidents = 840.00 Volunteer Hours on incidents alone.**

In an effort to encourage physical fitness our department implemented in May 2008 incentives for any exercise and health benefit training that is done on the firefighters' personal time. In the year 2020, our firefighters had 374 hours of physical fitness training, which was likely under-reported.

## 2020 Statistics

840 Hours in Incidents Response	x	\$24.45 = \$20,538.00	(\$24.45 – National Average)
467 Hours in Training & Education	x	\$24.45 = \$11,418.15	
<u>1306 Hours in Community Activities</u>	x	\$24.45 = <u>\$31,931.70</u>	
2613 Volunteered by Firefighters	x	\$24.45 = \$63,887.85	

Total dollars saved by the Deadwood Volunteer Fire Department from January 1, 2020 to December 31, 20 is **\$63,887.85; a decrease from \$77,679.42 in 2019.** Given COVID with less time with the public, ie Chili Feed and Fire Prevention especially, we still had an admirable year.

Respectfully submitted,



Jason Rakow  
Fire Chief



Wherefore, appli-  
made and provided.

P. O. Address \_\_\_\_\_

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

[illegible]

~~SECRET~~—12

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

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

STATE OF SOUTH DAKOTA,  
County of LAWRENCE } ss.

CITY OF DEADWOOD

and says that he has ground... for abatement or refund of taxes under the provisions of SDC 57.0601 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

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

ON NOVEMBER 18, 2020 CITY OF DEADWOOD PURCHASED THE FOLLOWING PROPERTY

LOT 5A, BLOCK 2, OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION, FORMERLY  
LOTS 4B AND 5 OF BLOCK 2, OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION, ALL  
ALL LOCATED IN SW1/4 SECTION 14, THE SE1/4 OF SECTION 14, THE NE1/4NE1/4 OF SEC  
SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, BHM, CITY OF DEADWOOD,  
LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO PLAT DOCUMENT NO. 2014-2350.

ABATEMENT IS REQUESTED FOR 2020 PAYABLE 2021 PARCEL # 30810-00200-050-00

VALUATION

VALUATION TO ABATE \$2,792.00 TAXES \$57.85

ABATEMENT IS REQUESTED FOR 2021 PAYABLE 2022

VALUATION TO ABATE IS \$35,450.00



# SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

523 EAST CAPITOL AVENUE | PIERRE, SD 57501

March 4, 2021

Dear LWCF Project Sponsor,

Communities across South Dakota have greatly benefited from grants made available through the Land & Water Conservation Fund (LWCF), which was established in 1965. This fund provides matching Federal money to acquire park land and develop public outdoor recreation facilities. **Section 6(F)(3) of the LWCF Act requires the land (the entire park) acquired and/or developed through these grants shall be maintained and available for public outdoor recreation in perpetuity.** To assure these investments are protected and public access is maintained, the National Park Service requires an inspection of each project once every five years after project completion. This inspection serves two purposes, the first is to **ensure that the entire park property is still available for public outdoor recreational use** and the second is to **check on the condition of facilities developed with LWCF grant assistance.** If the facilities have been declared obsolete by the National Park Service (NPS), the park property must be available for public outdoor recreation use and the inspection report needs to be completed and returned.

Enclosed you will find the inspection report form(s), which are due for inspection at this time. Due to age, the facilities may have become obsolete and removed or replaced with new facilities. Pay attention to changes in use of the park area, the development of any facility within the park boundary that is not for public outdoor recreation, or changes in park boundaries which may have occurred since the project was completed.

Each park is required to post a LWCF sign designating grant assistance in the park. If you are missing LWCF signs or need replacements, let me now and I can send them to you.

The inspection form for each project is short and will take a few minutes to complete. You also have received a copy of an affidavit that you need to have signed and notarized. Please have the inspections completed and the inspection forms returned to me by March 31, 2021.

Feel free to contact me at 605.773.5490 or [randy.kittle@state.sd.us](mailto:randy.kittle@state.sd.us) if you have questions about any of these completed park projects or the inspection process.

Sincerely

Randy Kittle  
Grants Coordinator

State of South Dakota  
Land & Water Conservation Fund  
Compliance Inspection Report

Project Title and Number: Deadwood Gordon Park # 1      Project# 4600192

Project Contact: CITY OF DEADWOOD, Parks & Rec. Director

Address: 102 Sherman St, Deadwood, SD 57732

Project Location: City of Deadwood - central part of town.

Project Fund Amount: \$13,500.00

Project Completion Date: 12/07/1971

**Project Scope:**

Deadwood will acquire all that part of lots 1-3-5-7-9, in Block 36, of the original City of Deadwood, lying on the westerly side of, and not within 8 1/2 feet of center line.

- |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|
| 1. Are all scope items identifiable and functional for the purposes intended in the project?                  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 2. Is the property attractive and inviting to the Public?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 3. Is upkeep and repair of structures and improvements adequate and the quality of the area being maintained? | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 4. Is vandalism a problem?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 5. Is staffing and programming of facilities adequate?  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 6. Is there any evidence of discrimination (color, national origin, sex, age, religion, race, or handicap)?   | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 7. Is the property readily accessible and open to the public during reasonable hours and times of the year?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 8. Are power lines buried, or if existing not located over high use areas?                                    | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 9. Is the facility/area accessible to people with disabilities?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 10. Is a Land & Water Conservation Fund sign properly displayed at the site?                                  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 11. Is this property or any part of it being used for any purpose other than park or outdoor recreation use?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |

Any Comments: \_\_\_\_\_

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

Follow-up action required? Y ☒ N ☐ Comments: City Needs a sign for the Park

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

*Robert C. McJ...*  
Signature

3/10/21  
Date of Inspection



State of South Dakota  
Land & Water Conservation Fund  
Compliance Inspection Report

Project Title and Number: Deadwood Gordon Park # 2 Project# 4600348

Project Contact: CITY OF DEADWOOD, Parks & Rec. Director

Address: 102 Sherman St, Deadwood, SD 57732

Project Location: Center of city (next to recreation center).

Project Fund Amount: \$5,240.78 Project Completion Date: 05/24/1977

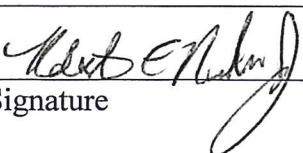
Project Scope:

Construct two tennis courts including site prep, net posts, asphalt, line marking, nets and fencing.  
DEADWOOD REC CENTER CONSTRUCTED AT THIS LOCATION.

- |   |                |                |
|---|----------------|----------------|
| 1. Are all scope items identifiable and functional for the purposes intended in the project?                  | Y <del>X</del> | N__            |
| 2. Is the property attractive and inviting to the Public?   | Y <del>X</del> | N__            |
| 3. Is upkeep and repair of structures and improvements adequate and the quality of the area being maintained? | Y <del>X</del> | N__            |
| 4. Is vandalism a problem?  | Y__            | N <del>X</del> |
| 5. Is staffing and programming of facilities adequate?  | Y <del>X</del> | N__            |
| 6. Is there any evidence of discrimination (color, national origin, sex, age, religion, race, or handicap)?   | Y__            | N <del>X</del> |
| 7. Is the property readily accessible and open to the public during reasonable hours and times of the year?   | Y <del>X</del> | N__            |
| 8. Are power lines buried, or if existing not located over high use areas?                                    | Y <del>X</del> | N__            |
| 9. Is the facility/area accessible to people with disabilities?   | Y <del>X</del> | N__            |
| 10. Is a Land & Water Conservation Fund sign properly displayed at the site?                                  | Y__            | N <del>X</del> |
| 11. Is this property or any part of it being used for any purpose other than park or outdoor recreation use?  | Y__            | N <del>X</del> |

Any Comments: \_\_\_\_\_

Follow-up action required? Y~~X~~ N\_\_ Comments: City Needs a sign for the park.

  
Signature

3/10/2021  
Date of Inspection

State of South Dakota  
Land & Water Conservation Fund  
Compliance Inspection Report

Project Title and Number: Deadwood Rodeo Grounds & Gordon Park #3 Project# 4600677  
 Project Contact: CITY OF DEADWOOD, Parks & Rec. Director  
 Address: 102 Sherman St, Deadwood, SD 57732  
 Project Location: Rodeo Grounds/Amusement Park & Gordon Park.  
 Project Fund Amount: \$27,741.04 Project Completion Date: 01/01/1982

**Project Scope:**

Rodeo-Construct restroom/storage bldg., perimeter fence, parking, ballfield lights, picnic/play area. Gordon-construct restrooms & tennis lights.

CITY HAS UPGRADED FACILITIES.

CONVERSION OF USE FOR HWY85 WIDENING. POWER HOUSE PARK ENCUMBERED FOR REPLACEMENT IN 2013.


- |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|
| 1. Are all scope items identifiable and functional for the purposes intended in the project?                  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 2. Is the property attractive and inviting to the Public?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 3. Is upkeep and repair of structures and improvements adequate and the quality of the area being maintained? | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 4. Is vandalism a problem?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 5. Is staffing and programming of facilities adequate?  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 6. Is there any evidence of discrimination (color, national origin, sex, age, religion, race, or handicap)?   | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 7. Is the property readily accessible and open to the public during reasonable hours and times of the year?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 8. Are power lines buried, or if existing not located over high use areas?                                    | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 9. Is the facility/area accessible to people with disabilities?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 10. Is a Land & Water Conservation Fund sign properly displayed at the site?                                  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 11. Is this property or any part of it being used for any purpose other than park or outdoor recreation use?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |

Any Comments: \_\_\_\_\_

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

Follow-up action required? Y ☐ N ☐ Comments: \_\_\_\_\_

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

  
 Signature

3/10/21  
 Date of Inspection

State of South Dakota  
Land & Water Conservation Fund  
Compliance Inspection Report

Project Title and Number: Deadwood Gordon Park Playground Rehabili      Project# 4601457  
 Project Contact: CITY OF DEADWOOD, Parks & Rec. Director  
 Address: 102 Sherman St, Deadwood, SD 57732  
 Project Location: Gordon Park  
 Project Fund Amount:      Project Completion Date: 04/29/2016  
 Project Scope:  
 Install replacement playground equipment

- |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|
| 1. Are all scope items identifiable and functional for the purposes intended in the project?                  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 2. Is the property attractive and inviting to the Public?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 3. Is upkeep and repair of structures and improvements adequate and the quality of the area being maintained? | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 4. Is vandalism a problem?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 5. Is staffing and programming of facilities adequate?  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 6. Is there any evidence of discrimination (color, national origin, sex, age, religion, race, or handicap)?   | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |
| 7. Is the property readily accessible and open to the public during reasonable hours and times of the year?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 8. Are power lines buried, or if existing not located over high use areas?                                    | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 9. Is the facility/area accessible to people with disabilities?   | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 10. Is a Land & Water Conservation Fund sign properly displayed at the site?                                  | Y <input checked="" type="checkbox"/> | N <input type="checkbox"/>            |
| 11. Is this property or any part of it being used for any purpose other than park or outdoor recreation use?  | Y <input type="checkbox"/>            | N <input checked="" type="checkbox"/> |

Any Comments: \_\_\_\_\_

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

Follow-up action required? Y ☐ N ☐ Comments: \_\_\_\_\_

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

  
 Signature

3/16/2021  
 Date of Inspection

State of South Dakota )

) ss AFFIDAVIT OF THE MAYOR,  
COUNTY, or TRIBAL CHAIRMAN

County of \_\_\_\_\_ )

I, being first duly sworn upon oath, depose and state that I am over the age of majority, that I have read and know the contents of the above, foregoing, and attached compliance inspection report(s), and that the same is/are accurate and true to my own personal knowledge, information, and belief, and that I am the duly elected, qualified, and acting \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

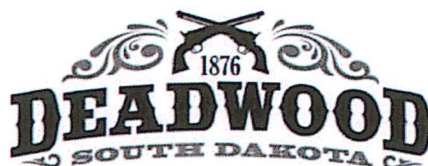
\_\_\_\_\_  
Notary Public – South Dakota

My Commission expires:

\_\_\_\_\_  
(SEAL)



102 Sherman Street  
Deadwood, SD 57732



Phone: (605) 578-2600  
Fax: (605) 722-0786

### VEHICLE FOR HIRE: Livery Vehicle Application

☐ Renewal    ☐ New Application    For Year: 2021

License Type: Livery Vehicle

#### Business Information

Business Name (as it will appear on license): Deadwood Alive, Inc.

Business Address: PO Box 190, Deadwood, SD 57732

Business Phone: 605-920-0258

SD Sales Tax Number: 46-1456623

If business is a partnership or corporation, please provide name and address of each partner/officer

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

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

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

#### Person Completing Application

Applicant Name: Andy "Cookie" Mosher

Home Address: 37 Lee Street, Deadwood, SD 57732

Home Phone/ Cell Phone: 605-920-0258 Date of Birth: 11/03/1967

Is applicant also the contact person? ☐ Yes ☐ No    If not, who is the contact person for this application:

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone/ Cell Phone: \_\_\_\_\_

Location from which the vehicle(s) will operate: Historic Main Street

Number of vehicles proposed to be operated: n/a Insurance Company: Black Hills Insurance Agency, Inc.

Policy Number: CL185291550 Expiration Date: 05/25/2021

Previous experience in motor vehicle transportation business: See attached operation and management plan

Fourth year of operating historic stagecoach on Main Street as part of City Contract for re-enactments, street performances, Trial of Jack McCall and stagecoach operations

A general statement of reason supporting the granting of the application: See attached operations and management plan

102 Sherman Street  
Deadwood, SD 57732



Phone: (605) 578-2600  
Fax: (605) 722-0786

Year of Vehicle	Make	Model	Seating Capacity (Excluding Driver)	License Plate #
n/a				

Application made this 03 Day of March, 20 <sup>21</sup>

X

Applicant's Signature

### TO BE COMPLETED BY CITY OF DEADWOOD

A 6-month fee of \$75 has been paid to the City Finance Office as per chapter 5.20.040 recorded on:

Receipt No:

Dated:

Approved by Deadwood Police Department

*License fee is not refundable. License is not transferable*

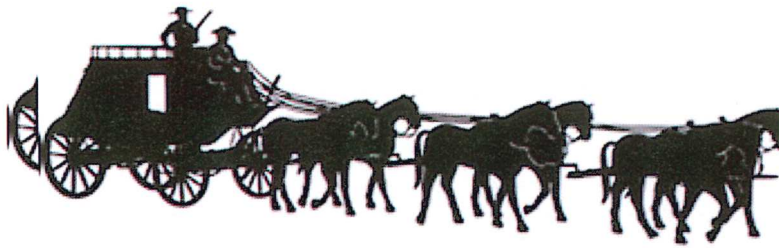
### Submit completed application to:

Casey Nelson, City of Deadwood Police Department, 100 Sherman St. Deadwood, SD 57732 • (605) 578-2623.

*Exercise your right to vote! Are you registered to vote at your current Deadwood Address? If you are not, please visit the City Finance Office or your County Auditor's Office.*

**Requirements:** Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).





## DEADWOOD STAGECOACH OVERVIEW

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Perhaps one of the most recognizable Old West icons in existence is the famous Deadwood Stagecoach. The Deadwood Stage was featured for many years by Buffalo Bill in his Wild West shows all over America and Europe and is still notorious throughout the globe today. The stagecoach was the primary mode of travel in areas that had little or no rail transportation. This is especially true for Deadwood as the stagecoach was used extensively to carry mail, express, gold, and people from 1876 until the arrival of the railroad to Deadwood in December 1890.

Deadwood Alive proposes to implement the summer operation of a Deadwood Stagecoach to assist in the interpretation, education and preservation of the legacy of the stagecoach which was integral to the development of Deadwood and the balance of the western United States in the 19th century.

Beyond continuing the romanticism and legacy of the Deadwood Stage, summer operation of the stagecoach will continue to strengthen Deadwood's brand as well as provide another daily activity and option for the nearly two million visitors to this National Historic Landmark.

Operated by Deadwood Alive, the stagecoach will further expand the offerings of this organization which continues to fulfill the expectations of our visitors with a look and feel of the Old West. The stagecoach driver and shotgun messenger will be in period clothing and compliment the troupe of Deadwood Alive.

The stagecoach on Historic Main Street will be an added heritage tourism endeavor which should be viewed as an economic development initiative. Attracting additional visitors to Deadwood is a good source of revenues for both the private and public sectors through additional expenditures on goods and services as well as increasing the tax receipts. Capitalizing on heritage assets is particularly important, since numerous studies have shown heritage tourists stay longer and spend more than other tourists.

Deadwood Alive believes the stagecoach will afford yet another reason for the visitor to engage in history and stay longer in our community. With options of on-site ticket purchases as well as advanced booking options Deadwood can further develop our destination as a basecamp for the Black Hills region vacations.

Silverton, CO; Jackson, WY; Yellowstone National Park, WY; Medora, ND; Ft. Worth, TX; Dodge City, KS; and Tombstone, AZ are some of the other destination communities which feature stagecoach ride offerings. Visitors coming to Deadwood expect a feel for the Old West and this project will help us deliver on those expectations while complimenting the outstanding efforts of Deadwood Alive as well as Deadwood History, Inc.

The following pages provide a more detailed overview of the proposed operations and management plan. This undertaking is dependent on receiving appropriate underwriting to ensure Deadwood Alive can deliver an authentic experience for the visitor and successfully launch this initiative.

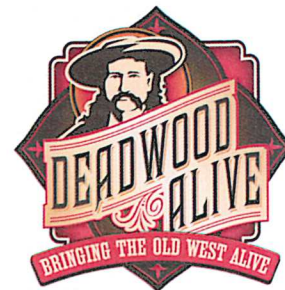
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# DEADWOOD STAGECOACH OPERATIONS AND MANAGEMENT PLAN

## Management & Operations

- ☆ Managed and operated by Deadwood Alive
- ☆ Contract teamster – Jill & Todd Weber
- ☆ One to two teams in rotation
- ☆ “Shotgun Messenger” as assistant & tour guide
- ☆ Insurance provided to meet City Codified Ordinances
- ☆ Teams to be stalled at Shiloh Horse Rescue
- ☆ Period style wood water barrel and pump to water horses curb line
- ☆ Hand-painted wood sign to let visitor know which team pulling stage daily
- ☆ Professional quality A-frame sign at stagecoach location indicating board here
- ☆ Deadwood style fence on street for safety of horses



in

## Dates & Times

- ☆ 2021 Season: March 19, 2021 through November 21, 2021
- ☆ Hours of operation 12:00 p.m. to 5:00 p.m.
  - Spring Season - Friday, Saturday, Sunday – 03/19/2021–05/16/2021
  - Summer Season – Saturday through Sunday – 05/21/2021–09/23/2021
  - Fall Season - Friday, Saturday, Sunday – 09/24/2021–11/21/2021
- ☆ Non-operational during major scheduled events
- ☆ Non-operational during major weather related afternoons

## Tickets

- ☆ Available at Black Hills Central Reservation and The Lucky Horse Stage Stop
- ☆ On-line booking engine through Deadwood Alive website and others
- ☆ Adult pricing \$12.00 – Child (6-12) - \$7.00 – Children (3-5) - \$3.00

## Stagecoach Route

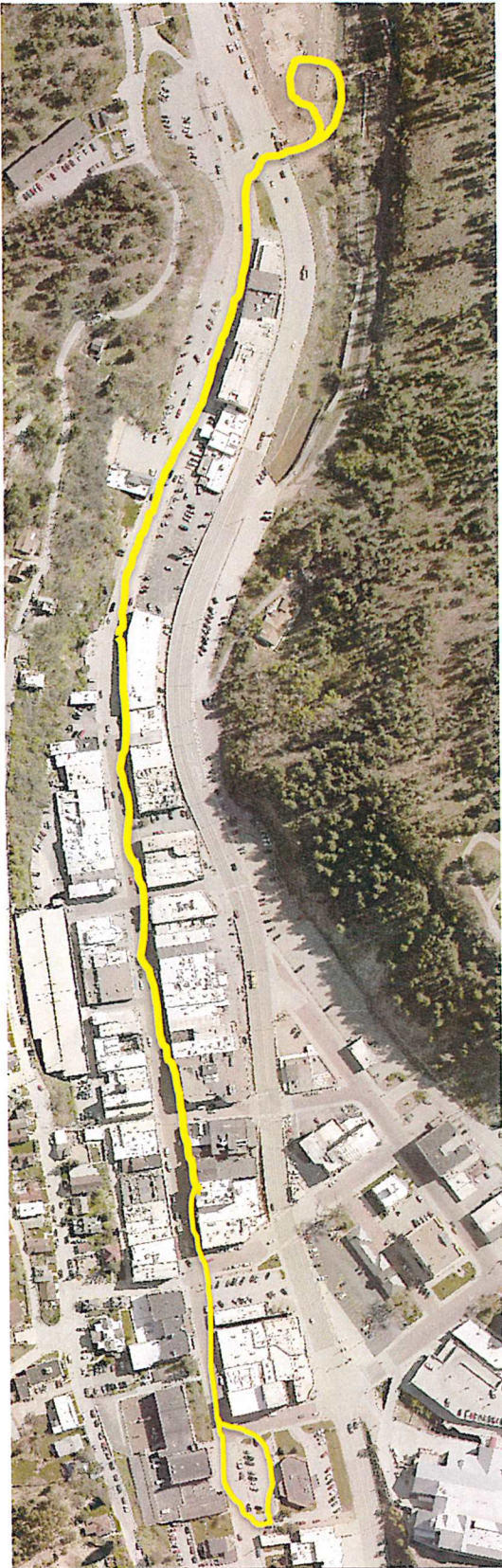
- ☆ Round trip from in front of the Celebrity Hotel on the half hour
- ☆ Turn around at the Deadwood Welcome Center and Upper Main Street
- ☆ Crossings of Pioneer Way at signals
- ☆ Travels on Historic Main Street both directions



## Stagecoach

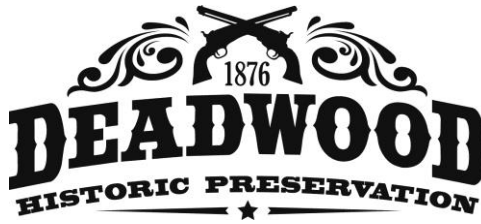
- ☆ Owned by Days of 76 Committee
- ☆ Well maintained with disc brakes
- ☆ Replica built by Hansen Wheel & Wagon for Deadwood HPC

**Route**





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



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

## MEMORANDUM

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**Date:** March 12, 2021  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2021 2021 Chinatown Faunal Analysis Project

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The City Archives is requesting permission to hire independent contractor Robert Bozell of Lincoln, Nebraska to complete the final faunal analysis from the Deadwood 2002 Deadwood Chinatown project.

In 2005, Rose Estep Fosha, the principal investigator of the Deadwood Chinatown project hired Mr. Bozell to write a final report on the faunal assessment of Feature 28, a trash midden associated with one of the Chinese dwellings unearthed during the excavation. Unfortunately this report was never completed. In December the City Archives contacted Mr. Bozell and he agreed to finish the report for \$2,400.00.

The Historic Preservation Commission reviewed this request at their March 10, 2021 meeting and recommend allowing the City Archives to enter into a contract with independent contractor Robert Bozell of Lincoln, Nebraska to complete the final faunal analysis from the Deadwood 2002 Deadwood Chinatown project. The cost for this project will not exceed the amount of \$2,400.00 and will come out of the 2021 HP Archaeological line item.

### **RECOMMENDATION:**

Move to allow the City Archives to enter into a contract with independent contractor Robert Bozell of Lincoln, Nebraska to complete the final faunal analysis from the Deadwood 2002 Deadwood Chinatown project. The cost for this project will not exceed the amount of \$2,400.00 and will come out of the 2021 HP Archaeological line item.





Box - 2002. ~~129~~ 129  
R3. US. ~~800~~  
52.1

HEAVY ~~WIGHT~~ FRACTION  
39LA3000 ~~CT~~ CT  
~~2001~~ 2002 ~~2003~~ ~~2004~~

CAT. #'S 001099-  
1105

FEATURE 28

N <sup>498</sup>500 E \_\_\_\_\_

LEVEL \_\_\_\_\_

Artifacts in  
Bags - mostly  
glass / Bone  
Metal

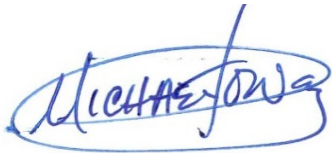


Owner: City of Deadwood, SD  
Project: Rodeo Grounds Neighborhood Mill and Overlay  
Date: 03.09.2021

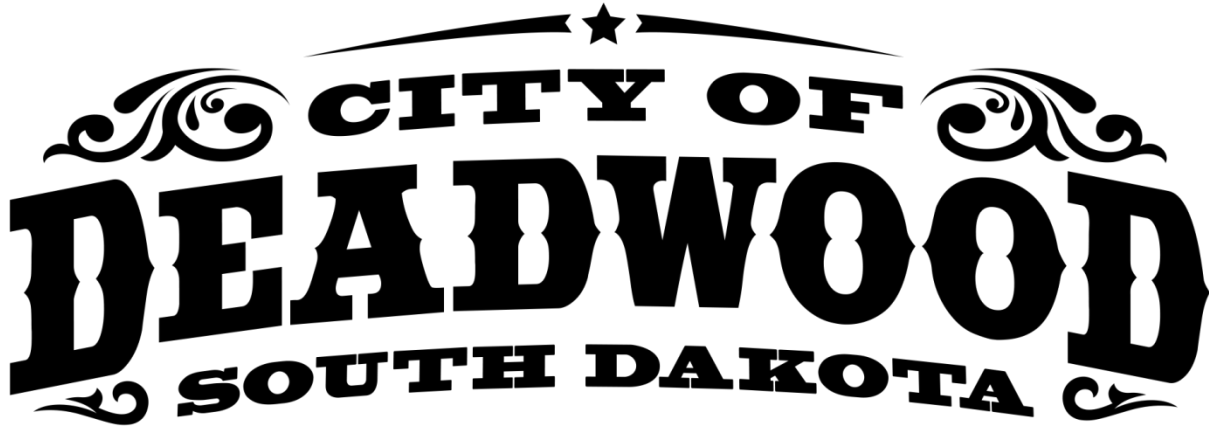
TDG

						Sacrison		Simon	
Item No.	Description of Item	Qty. (est.)	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
General									
100	Mobilization/Incidental	1.0	LS	\$16,000.00	\$16,000.00	\$ 10,729.91	\$ 10,729.91	\$ 21,685.00	\$ 21,685.00
101	Materials Testing	1.0	LS	\$4,500.00	\$4,500.00	\$ 1,850.00	\$ 1,850.00	\$ 1,755.00	\$ 1,755.00
102	Traffic Control	1.0	LS	\$3,000.00	\$3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00
103	Construction Staking	1.0	LS	\$2,000.00	\$2,000.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00
Utilities									
200	Adjust Manhole	18.0	EA	\$350.00	\$6,300.00	\$ 851.00	\$ 15,318.00	\$ 575.00	\$ 10,350.00
201	Adjust Water Main Valves	9.0	EA	\$250.00	\$2,250.00	\$ 430.00	\$ 3,870.00	\$ 400.00	\$ 3,600.00
202	Adjust Curb Stop	2.0	EA	\$125.00	\$250.00	\$ 430.00	\$ 860.00	\$ 300.00	\$ 600.00
Removals									
300	Remove Asphalt Concrete Pavement	290.0	SY	\$20.00	\$5,800.00	\$ 27.00	\$ 7,830.00	\$ 23.25	\$ 6,742.50
301	Remove Concrete Curb and Gutter	140.0	LF	\$22.50	\$3,150.00	\$ 22.00	\$ 3,080.00	\$ 22.00	\$ 3,080.00
302	Remove Small Wall	29.0	LF	\$20.00	\$580.00	\$ 51.50	\$ 1,493.50	\$ 25.50	\$ 739.50
303	Remove and Replace Inlet Collar	3.0	EA	\$500.00	\$1,500.00	\$ 2,450.00	\$ 7,350.00	\$ 1,095.00	\$ 3,285.00
Excavation									
400	Import Fill	40.0	CY	\$50.00	\$2,000.00	\$ 51.50	\$ 2,060.00	\$ 78.00	\$ 3,120.00
Surfacing									\$ -
500	Aggregate Base Course Material (1")	107.4	T	\$40.00	\$4,296.00	\$ 42.25	\$ 4,537.65	\$ 63.45	\$ 6,814.53
501	Asphalt Paving	76.0	T	\$160.00	\$12,160.00	\$ 116.30	\$ 8,838.80	\$ 150.00	\$ 11,400.00
502	Asphalt Milling	2,778.0	SY	\$5.00	\$13,890.00	\$ 5.85	\$ 16,251.30	\$ 5.30	\$ 14,723.40
503	Asphalt Overlay	798.7	T	\$150.00	\$119,805.00	\$ 97.75	\$ 78,072.93	\$ 98.60	\$ 78,751.82
504	Curb and Gutter	100.0	LF	\$45.00	\$4,500.00	\$ 61.25	\$ 6,125.00	\$ 49.25	\$ 4,925.00
505	Concrete Sidewalk, 4" Non-Reinforced	200.0	SF	\$9.00	\$1,800.00	\$ 14.50	\$ 2,900.00	\$ 10.50	\$ 2,100.00
506	18" Vertical Curb	29.0	LF	\$40.00	\$1,160.00	\$ 79.75	\$ 2,312.75	\$ 55.00	\$ 1,595.00
Miscellaneous									
600	Sodding	5.0	SY	\$15.00	\$75.00	\$ 91.00	\$ 455.00	\$ 11.00	\$ 55.00
601	inlet Protection	24.0	EA	\$150.00	\$3,600.00	\$ 175.00	\$ 4,200.00	\$ 110.00	\$ 2,640.00
602	Crack Sealing	1,500.0	EA	\$1.50	\$2,250.00	\$ 1.50	\$ 2,250.00	\$ 2.45	\$ 3,675.00
					Subtotal	\$210,866.00	\$ 184,184.84		\$ 184,486.75

I certify that, to the best of my knowledge, this is a true tabulation of bids received for this project



3/9/2021



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

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## **Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Deadwood LIVE Open Air Music Series

Event Date(s): 5/29/21 & 5/30/21      Total Anticipated Attendance: 2550  
 (month, day, year)      (# of Participants 50      # of Spectators 2500)

Actual Event Hours: (from): 7 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: 5/29/21 Start Time: 7 am AM / PM

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

Set up will consist of fencing from Outlaw Deck to Hickoks wall along sidewalk of Outlaw Square, crossing Deadwood St. Also fence from Outlaw Square along Pioneer way to sidewalk on Hickoks side, down curb

Dismantle Date: 5/30/21 Completion time: 11 pm AM / PM

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

Deadwood Street will be closed during set up, for approximately 2 hours BUT will be open to traffic until 4 pm day of show.

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Oswald Entertainment Group

Chief Officer of Organization (NAME): Marc Oswald

Applicant (NAME): Wade Morris / Bobby Rock on behalf of Business Phone: (605) 717-6848

Address: 703 Main Street Deadwood SD 57732  
 (city) (state) (zip code)

Daytime phone: (605) 717-6848 Evening Phone: (605) 641-9162 Fax #: (\_\_\_\_) \_\_\_\_\_

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

Name: Bryan Young( B.Y.)Address: \_\_\_\_\_  
Deadwood SD 57732  
(city) (state) (zip code)Contact person "on site" day of event or facility use Bryan Young Pager/Cell #: 605-321-3472**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

These show will be ticketed events, where attendees will purchase reserved seating or general admission tickets prior too or day of each show.

**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:

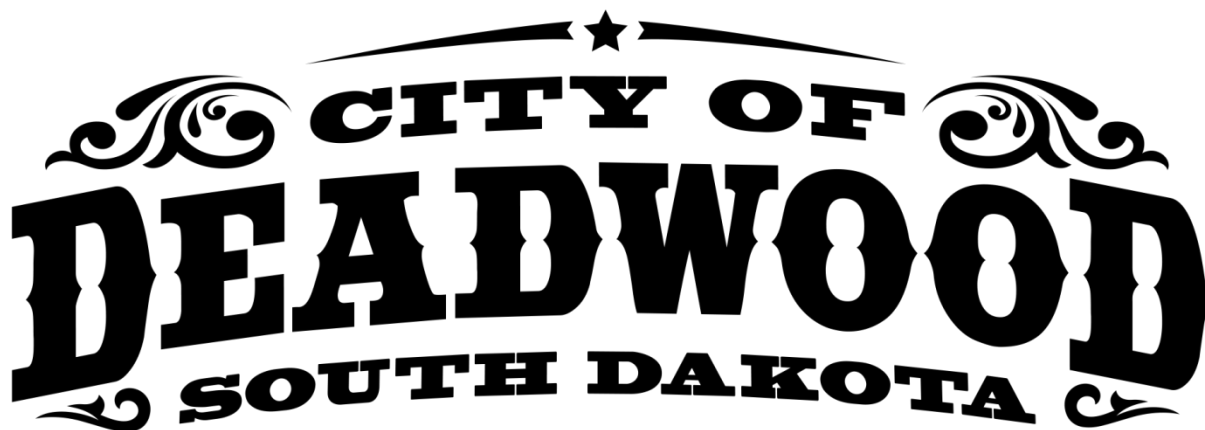
Deadwood LIVE Open Air Music Series is a schedule of selected dates throughout the Summer of 2021 to be held at Outlaw Square. These will be ticketed events with fencing installed prior to each show, most shows will be single day events with the exception of May 29 & 30. There are more dates to be filled with a maximum of 10 show dates booked.

Staging for the event will begin with fencing installation on Saturday morning at approximately 7 am - fencing along main street sidewalk will have emergency exits in place along the fence line - fencing along Pioneer way will have main exit on Deadwood Street. Also fencing on Pioneer Way side will NOT block the exit doorway of Hickoks as we understand that is a main egress for the property. All fencing will have opaque privacy coverings with holes cut for ventilation and wind safety. We are working on drawings to present to safety officer and building inspector that will show emergency exits. Bathrooms at Outlaw Square will be utilized as production company will have sound system in place and there will be no staging for equipment on the North pad of Outlaw Square. Restrooms will also be available to audience in both Hickoks and the Silverado.

The plan is to have all perimeter fencing in place within 2 hours with gates that open on Deadwood Street to allow traffic flow for majority of the day and entrance for general public into Outlaw Square after seating has been set up. Street closure would happen at approximatley 4 or 5 pm. Entrance into the venu for the shows will be on Deadwood St. off of Main Street.

These shows will be 1 act shows with no opening bands scheduled. Shows will begin at various times in the evening but will be done at 10 pm following the city of Deadwoods curfew for shows.

Beer & Wine only will be sold and consumed. We will be requesting Open Container for Zone 3 of Outlaw Square, from Hickoks to the Outlaw Deck of the Silverado from 6 pm until 10 pm day of show. Beer & Wine sales will take place in from the Gazebo in Outlaw Square in Deadwood Event Cups. Both staffs of Hickoks and Silverado will know that no event cups will be allowed on Main Street and their security staffs must prevent that. Also each property will know that no alcoholic drinks will be allowed off there property and be in Outlaw Square. There will no food sold at these shows.



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

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## **Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

☐ Run      ☐ Walk      ☐ Bike Tour      ☐ Bike Race      ☐ Parade      ☒ Concert

☐ Street Fair      ☐ Triathlon      ☐ Other

Event Title: Mickleson Trail Post Race party

Event Date(s): June 6, 2021 Total Anticipated Attendance: 300  
(month, day, year)

**(# of Participants                      # of Spectators                      )**

Actual Event Hours: (from): 2 pm AM / PM (to): 5 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: June 6, 2021 Start Time: 12 pm AM / PM

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

Sound production load in along with band load in

Dismantle Date: June 6, 2021 Completion time: 8 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:

N/A

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)☐ Noncommercial (nonprofit)

Sponsoring Organization: Mickleson Trail Marathon

Chief Officer of Organization (NAME): Emily Wheeler

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

Address: 703 Main St Deadwood SD 57721  
(city) (state) (zip code)

Daytime phone: (605) 717-6848 Evening Phone: (605) 641-9162 Fax #: ( )

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

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

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

Contact person "on site" day of event or facility use Emily Wheeler Pager/Cell #: 605-390-6137**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

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

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

This is a POST RACE party for the Mickleson Trail participants and supporters.

There will be appetizers provided by Silverado/Franklin and Beer will be given away to contestants wearing their "race bibs"

Asking for zone 4 opening container

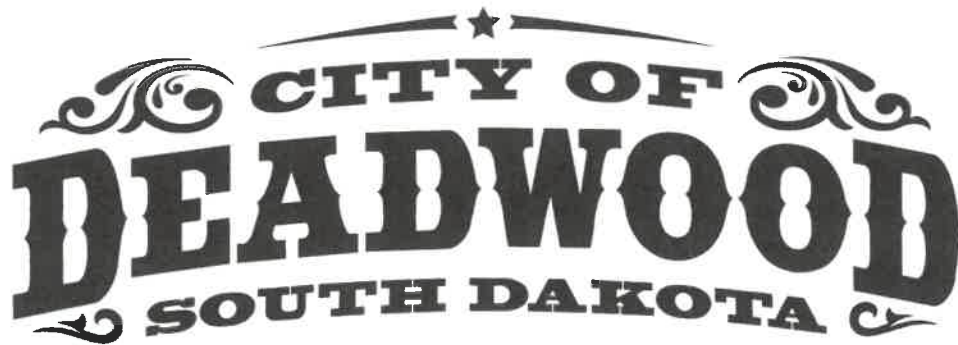
Emily will be approaching Silverado/Franklin for beer/wine permit to also sell beer or wine in the Square during event.

Event will be from 2 until 5 pm with band performing.

Security from Badlands will be on location to monitor Outlaw Square borders so no event cups leave the property.

Beer or wine will be served in Event cups only.

No street closure is required.



## Event Complex Rental and Use Agreement

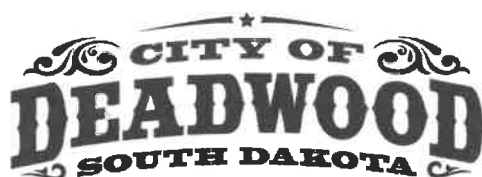
Event: Deadwood All In Freestyle Motocross

Date: June 5th 2021

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

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





Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All In Freestyle Motocross

### Contact Information:

Name of Applicant: James Carter

Business/Organization: Carter Fmx LLC

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City SD 57702

Business Phone: 605 415 2371 Cell Phone: \_\_\_\_\_

Email Address: James @ Carter Fmx. Com

### Dates Event Complex requested:

Set up Date(s): June 2nd 2021 Hour(s): 7 AM - 5pm

Event Date(s): June 5th 2021 Hour(s): TBD

Clean-up Date(s): June 6th- 7th 2021 Hour(s): 7am - 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

### Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All In Freestyle Motocross

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: Badlands Security Title: Security  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: Eric Ulmer Title: Sound Sytem  
 Phone: 605 845 8900 Representing: Depot Music

Name: Cadillac Sacks Title: liquor Sales  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

## Rental Fees:

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

## Ticketed Events:

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

## Rental Fees subject to change.

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

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

*Please read the Use Guidelines for cancellation and reservation policies.*

## Fees

## Refundable Deposits

Event Complex Facilities \$ \_\_\_\_\_ Key Deposit \$ \_\_\_\_\_

Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ \_\_\_\_\_

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ 1100.00

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

Organization: Deadwood All In Freestyle Motocross

Name: James Carter Title: owner

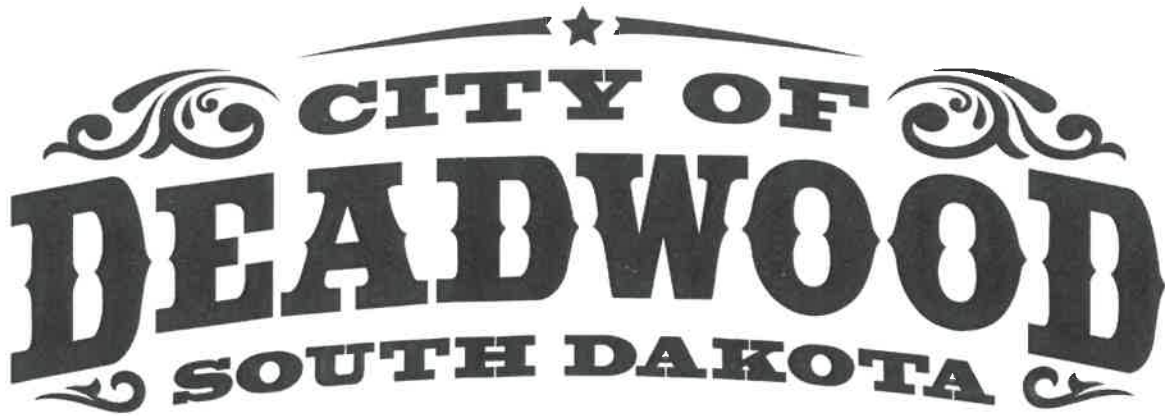
Signature: [Signature] Date: 02-01-21

## For Office Use Only:

Date Fees Received \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



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

*WILD BILL DAYS JUNE 18<sup>th</sup> + 19<sup>th</sup> 2021*

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## Instructions:

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Wild Bill Days

Event Date(s): 6/18-19/2021      Total Anticipated Attendance: 5000  
 (month, day, year)

(# of Participants      # of Spectators )

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

Location / Staging Area: Wall to Deadwood Deadwood to Pine

Set up/assembly/construction Date: Thursday June 17th Start Time: 2.15pm AM / PM

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

Dismantle Date: 6/19 Completion time: 2am AM / PM

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

Wall to Deadwood June 17-20 2pm-2am Deadwood to Pine June 17-19 9am-10pm

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)      ☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

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

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

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

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

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

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 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                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Are admission, entry, vendor or participant fees required? If <b>YES</b> , please explain the purpose and provide amount(s):   |

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

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

Wild Bill Days. 2 days of Free Concerts, Dock Dogs, Gold Panning and Wild Bill Motorcycle Classic  
June 18-19 2021

*MIDNIGHT COWBOY RUN - 7-18-21*

Street Closure: thursday June 17th at 9am thru Saturday June 19th at 10pm

Deadwood-Pine For Dock Dogs Set-up

Street Closure: Thursday June 17th at 2.15pm thru Sunday at 2am Wall to Deadwood for Stage set-up

Request to park motorcycles on Friday June 18th from 10am to 5pm and Saturday June 19th from Noon till 10pm. Wild Bill Bar to the Nugget Saloon and also in Front of Mineral Palace

Request open container in 1-2

Friday June 18th from 5pm-10pm

Saturday June 19th from Noon-10pm

Request to waive banner fee fro Dock Dogs

Request to waive Banner fees for Sponsors

Request to waive fee for Band Merchandise.

## OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

**NO** **YES**  
☒ ☐ Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☐ ☒ Will items or services be sold at the event? If **YES**, please describe:  
 Band Merchandise

**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:

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.





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

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

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

Chamber News.

Social and local media

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 10

Type of Music: Rock/Country

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

☐ ☒ Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: 10am AM / PM – Finish Time: 10pm 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:  
Sponsor and event banners

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

- ☐ ☒ Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
Social Media  
Local Media
- ☐ ☒ Will there be any live media coverage during your event? If **YES**, please explain:  
Local Media
- ☐ ☒ 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:

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

NAME: AMANDA KILLE PHONE: 605-578-1876

## INSURANCE REQUIREMENTS

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

Name of Insurance Company: LLOYDS OF LONDON Agent's Name: CHRIS ROBERTS

Business Phone: 605-578-3456 Policy Number: GP3506L003-2 Policy Type: G/L

Address: PO BOX 507 DEADWOOD SD 57732  
(city) (state) (zip code)

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

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



**AMENDED ORDINANCE NO. 1317  
AN ORDINANCE AMENDING BUSINESS  
IMPROVEMENT DISTRICT NO. 9 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 9 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 9 shall have the following boundaries:

**Transient Commercial Property Owners-hotels & motels**

**Group 1**

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Miners	137 Charles Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street

**Group 2**

Bullock Hospitality	633-635 Main Street
Deadwood Gulch Gaming Resort	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn Dr.
Deadwood Station	68 Main Street
Doubletree By Hilton	360 Main Street
First Gold Hotel/Travelodge	270 Main Street
Four Points Hotel	575 Main Street
Franklin Hotel	709 Main Street
Gold Dust Hotel/Pineview	23 Lee Street
Gold Country Inn	801 Main Street
Hampton Inn at Tin Lizzies	555 Main Street
Hickok's Hotel & Casino	685 Main Street
Holiday Inn Express	22 Lee Street
Iron Horse Inn	27 Deadwood
SpringHill Suites by Marriott	322 Main Street
Tru by Hilton	372 Main Street

### **Non-Transient Commercial Property Owners**

Berg Jewelry and Gift	650 Main Street
Black Hills Novelty, LLC	69 Sherman
Deadwood Harley	681 Main Street
Fun Time (David Barth)	29 Lee Street
Jacobs Gallery	670 Main Street
JVK Holdings	596 Main Street
Madam Peacock's	638 Main Street
Midnight Star	677 Main Street
Isaac Almanza	696 Main Street
Patchstop, LLC	666 Main Street
Pink Door 629	625 Main Street
RE Center of DWD	11 Charles Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

**SECTION 3:** A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18<sup>th</sup> day of March, 2019, and adopted after the public hearing on the 6<sup>th</sup> day of May, 2019.

**SECTION 4:** Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1. An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment

on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that

the hotel, motel, lodging, or non-lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

**SECTION 8:** Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

**SECTION 9:** In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$10,000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.



**SECTION 13:** Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20<sup>th</sup> day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed\_\_\_\_\_ Date\_\_\_\_\_

Title\_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 1st day of January, 2021.

Dated this 15<sup>th</sup> day of March, 2021.

CITY OF DEADWOOD

\_\_\_\_\_  
David Ruth, Jr., Mayor

ATTEST:

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

First Reading: March 1, 2021  
Second Reading: March 15, 2021  
Published: March 18, 2021  
Adopted: April 7, 2021

**ORDINANCE #1322**  
**AN ORDINANCE AMENDING CHAPTER 5.20 HORSE-DRAWN VEHICLES**

**WHEREAS**, the Deadwood City Commission desires to amend Chapter 5.20 to update the penalty for violating any provision of Chapter 5.20 within the City of Deadwood, now therefore

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 5.20 be amended as follows:

**Chapter 5.20**  
**HORSE-DRAWN VEHICLES**

**5.20.020 Number of permits issued.**

The number of permits to be issued pursuant to this chapter shall be limited to two. In addition, each permit shall be limited to one horse-drawn vehicle. ~~Preference to issuing permits will be given to prior permit holders in good standing with the City.~~

**5.20.030 Permit--Application.**

Any person or entity desiring to use or pull horse-drawn vehicles on the streets of the city shall make an application in writing to the ~~city commission~~ **parking and transportation committee** furnishing specific information and particulars as to the identity of the applicant, the dates, times and schedules for the use of the horse-drawn vehicles, and the proposed staging or parking area for the horse-drawn vehicles and the proposed route of travel. Upon receipt of the application by the city finance officer, the city finance officer shall provide copies of the application to the ~~city commission~~ **parking and transportation committee** who shall consider the same ~~and provide a recommendation on issuance to the city commission.~~ The city commission shall have sole authority and discretion to grant a permit for use of horse-drawn vehicles on the streets of the city. Prior to the issuance of the permit, the city commission may schedule a public hearing upon such notice as the city commission deem appropriate.

**5.20.040 Permit—Issuance and conditions.**

Any city commission may issue a permit allowing the use of horse-drawn vehicles in the streets of the city and include such conditions as it deems necessary, proper or advisable. The permit, if allowed by the city commission, shall be in writing ~~from the parking and transportation committee.~~ It shall state the date, time, location and duration of the use of the horse-drawn vehicles and may contain such other conditions as the commission deems appropriate for the safety of the public. Such permit shall be granted for ~~a period of not more than six months~~ **calendar year in which it is issued** and may be renewed at the expiration of the term granted in the permit by providing a new or renewal application pursuant to this chapter. The city commission shall establish and collect a fee in the amount ~~of seventy five dollars (\$75.00)~~ **as set forth in annual fee resolution** from the applicant prior to issuance of the permit. The city commission shall also require proof of liability insurance in an amount determined by the city commission prior to the issuance of the permit. The permit issued pursuant to this chapter shall be in writing.

**5.20.050 Liability insurance required.**

Liability insurance in the minimum amount of ~~one-two~~ million dollars (\$~~1~~2,000,000.00) shall be required for horse-drawn vehicles.

#### **5.20.060 Permit—Cancellation and violations.**

The permit granted pursuant to this chapter may be canceled or terminated at any time by the city commission for violation or noncompliance with any terms and conditions of the chapter or the permit granted pursuant to this chapter. The permit may also be canceled or terminated in the event that the permit holder does not use the permit or commence operations as indicated in the permit holder's proposed schedule or conditions set forth in the permit, the city may notify the permit holder of its intent to terminate or cancel the permit for non-use of the same, and if the permit holder does not commence operations or use the permit within seven (7) days from the receipt of notice of cancellation or termination for non-use, such permit shall be terminated and canceled. In addition, any violations of this chapter or the terms and conditions of the permit shall subject the violator to a ~~fine in the maximum amount of five hundred dollars (\$500.00) and/or a jail sentence in the maximum amount of thirty (30) days~~ Class 2 misdemeanor punished by the maximum sentence as set forth in SDCL 22-6-2. Each day of operation without compliance with the terms of the chapter shall be deemed a separate offense.

Dated this 5th of April, 2021.

CITY OF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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

First Reading:	March 15, 2021
Second Reading:	April 5, 2021
Published:	April 8, 2021
Adopted:	April 28, 2021

## Resolution 2021-06

### 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, 2020:

<b>General Fund Designated for Equipment Replacement-</b>	
<b>Streets Department</b>	<b>\$ 60,000.00</b>
<b>Parks Department</b>	<b>\$ 12,000.00</b>
 <b>General Fund Designated for Fire Truck:</b>	
	<b>\$ 493,509.00</b>
 <b>Business Improvement District #7 Designated for Convention Center:</b>	
	<b>\$ 294,524.70</b>
 <b>Parking and Transportation Designation for Trolley Replacement:</b>	
	<b>\$ 181,168.00</b>

Dated this 15th day of March, 2021.

City of Deadwood

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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

**Resolution 2021-08****AN EMERGENCY RESOLUTION REQUIRING THE WEARING OF FACE COVERINGS IN PUBLIC SPACES TO SLOW THE COMMUNITY SPREAD OF THE NOVEL CORONAVIRUS (COVID-19).**

**WHEREAS**, the City of Deadwood has the authority pursuant to SDCL 9-29-1 and 9-32-1 to pass resolution for the purpose of promoting the health, safety, morals, and general welfare, of the community; and

**WHEREAS**, pursuant to SDCL 9-32-1, the City has the power to do what is necessary or expedient for the promotion of health or the suppression of disease; and

**WHEREAS**, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

**WHEREAS**, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

**WHEREAS**, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

**WHEREAS**, in response to the spread of COVID-19 Governor Noem issued Executive Order 2020-34 which declared a state of emergency to exist in all counties in the State of South Dakota through June 30, 2021; and

**WHEREAS**, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19; and

**WHEREAS**, the CDC and the vast majority of medical professionals are recommending the use of face coverings by the public to slow the spread of COVID-19; and

**WHEREAS**, the City is implementing a mandate that people wear face coverings while being inside properties owned by the City of Deadwood and encourage people to wear face coverings while outdoors on properties owned by City of Deadwood. This continued effort is in hopes of decreasing spread of COVID-19 and avoid the need for future restrictions on businesses and limitations on public gatherings in the City; and

**WHEREAS**, the City of Deadwood Commission has determined that it is in the City's best interests that face coverings be worn in an effort to slow the spread of COVID-19.

**NOW THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Deadwood that:

### **I. PRIVATE BUSINESSES**

Private businesses shall have the ability to mandate and enforce mask requirements as they deem fit. Patrons not abiding by posted requirements, as established by the business, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

### **II. INDOOR PUBLIC SPACES OWNED AND OPERATED BY CITY OF DEADWOOD.**

Within the City of Deadwood, all persons must wear a face mask/face covering in indoor public places owned and operated by the City of Deadwood. A “face covering” or “mask” must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;
- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in swimming or physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role. including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

### **III. INDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD AND OPERATED BY OTHERS.**

Within the City of Deadwood, all persons are encouraged to wear a face mask/face covering in indoor public places owned by City of Deadwood and operated by others. A “face covering” or “mask” must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;
- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in swimming or physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role. including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

### **III. OUTDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD**

Within the City of Deadwood, all persons are encouraged to wear a face mask/face covering in outdoor public places when gathering for more than 15 minutes and/or when 6 foot social distancing cannot be achieved or maintained. A “face covering” or “mask” must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;
- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in outdoor physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role. including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

### **IV. PUBLIC TRANSPORTATION OWNED BY CITY OF DEADWOOD**

Within the City of Deadwood, all persons are encouraged to wear a face mask/face covering while utilizing public transportation. A “face covering” or “mask” must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- c) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

#### **V. EFFECTIVE DATES**

This resolution shall become effectively immediately and remain in effect until May 17, 2021. The City of Deadwood Commission may deem it necessary to repeal or extend this resolution.

**BE IT FURTHER RESOLVED**, that this emergency Resolution requiring the wearing of face coverings indoor city spaces and encouraging the wearing of face coverings in outdoor city owned public spaces is hereby declared necessary for the immediate preservation of the public health, safety, and welfare of the city. Patrons not abiding by posted requirements, as established by the City, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

Dated this 15th day of March, 2021.

CITY OF DEADWOOD

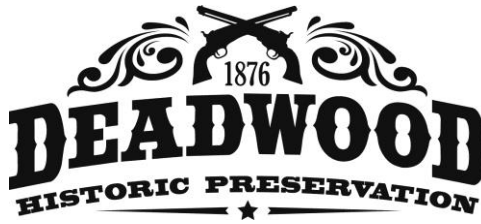
\_\_\_\_\_  
David Ruth, Jr., Mayor

ATTEST:

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



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



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

## MEMORANDUM

---

**Date:** March 12, 2021  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2021 Traveling Exhibit, Mount Moriah Cemetery Panels

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The City Archives is requesting permission to hire the Siouxland Heritage Museum in Sioux Falls, South Dakota to develop a new traveling exhibit consisting of six panels focusing on Mount Moriah Cemetery. This proposed traveling exhibit will explore the rich history, botanical beauty, and cultural diversity that make up Mount Moriah Cemetery – one of Deadwood's most visited attractions. The proposed exhibit will be similar to the other three traveling exhibits created by the City Archives (Baseball in the Mining Camps, Wild Bill Hickok, and Theodore Roosevelt & Seth Bullock). For more information, please visit <https://www.cityofdeadwood.com/historic-preservation/page/city-archives-traveling-exhibit-information>. The cost of this new exhibit will not exceed \$6,600.00 and come out of the 2021 HP Public Education line item.

The Historic Preservation Commission reviewed this request at their March 10, 2021 meeting and recommend allowing the City Archives to enter into a contract with Siouxland Heritage Museum, to develop a new traveling exhibit consisting of six panels on Mount Moriah Cemetery. The cost for this project will not exceed the amount of \$6,600.00 and will come out of the 2021 HP Public Education line item.

### RECOMMENDATION:

Move to allow the City Archives to enter into a contract with Siouxland Heritage Museums, to develop a new traveling exhibit consisting of six panels on Mount Moriah Cemetery. The cost for this project will not exceed the amount of \$6,600.00 and will come out of the 2021 HP Public Education line item.



## CITY OF DEADWOOD PROJECT PROPOSAL - UPDATE

February 2, 2021

### Proposal

Siouxland Heritage Museums is pleased to submit this proposal for services to support The City of Deadwood in achieving their goals for creating new traveling panels.

### Project Scope

The request was made for 6-8 banners that could be easily transported. Siouxland Heritage Museum (SHM) will design the panels using text and photos supplied by The City of Deadwood. All edits will be made by the City of Deadwood in a timely manner and implemented by SHM. We will print the panels in-house and use an outside company to laminate the prints for choice A. Or use an outside company to print for choice B. SHM will then install them in the banners. Delivery is not included, but arrangements can be made when the time comes.

### Requirements

SHM would need the following to start the project:

- All text in Word format
- All photos scanned in high-res (preferably 300dpi jpegs or tiffs)
- Outline detailing which text and photos to be included on each panel

### Estimated Costs

Choice A: Our estimate for 8 Economy plus telescoping retractable banners with laminated panels, 1 travel case, and labor would be no higher than \$6,400. Estimate \$695/panel and \$825 for travel case. Choice B: Our estimate for 8 Eurofit banners with fabric panels, 1 travel case, and labor would be no higher than \$6,600. Estimate \$720/panel. Depending on how many panels, \$825 max for travel case.

### Timeline/Schedule

If approved this project would start January 1, 2021 and be completed by December 31, 2021.

We look forward to working with you again,

Molly Engquist, Curator of Exhibits



200 W. 6<sup>th</sup> Street, Sioux Falls, SD 57104  
Strong Foundation. Strong Future.  
Equal Opportunity Employer and Service Provider

P: (605)367-4210  
E: (605)367-6004  
siouxlandmuseums.com



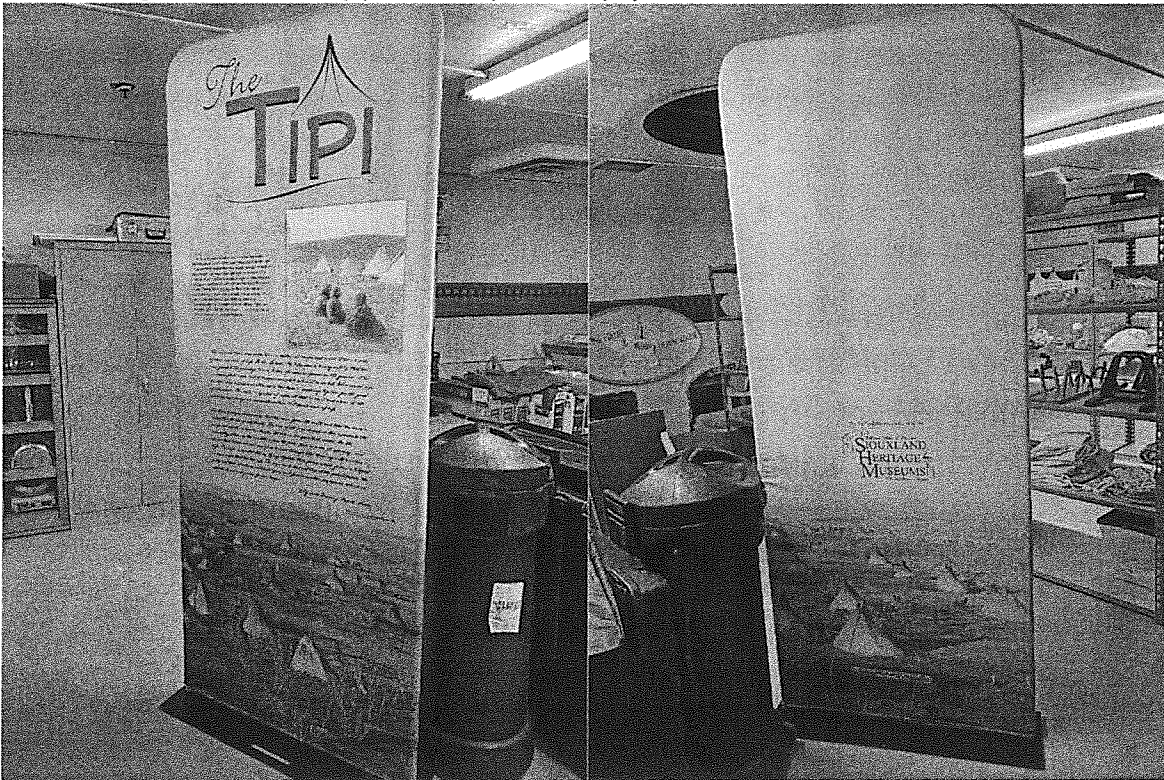
## Michael Runge

**From:** Engquist, Molly <mengquist@minnehahacounty.org>  
**Sent:** Tuesday, February 2, 2021 9:24 AM  
**To:** Michael Runge  
**Subject:** Travel exhibit Proposal update  
**Attachments:** City of Deadwood Project Proposal 2021- Update.pdf; 255113.jpg; 255131\_Default\_1.jpg; Tipi Exhibit in Clay County, Iowa.jpg; Tipi in Huron Library 2019 2.jpg

Mike-

It was good to talk to you yesterday, Hopefully you were able to get out of the basement and enjoy the weather a little. Per our conversation yesterday I attached an update on the pricing and photos of the Eurofit banners. Everything did go up a little, but not much at all. Also if we do less panels the less it will be. (Captain Obvious) The Eurofit banners can be printed on both sides. You can see that in the Tipi images below. Let me know if you need anything else or have any other questions.

Thanks again for the opportunity to help you!



## Molly Engquist

Curator of Exhibits, Siouxland Heritage Museums

605-978-7010

Email: [mengquist@minnehahacounty.org](mailto:mengquist@minnehahacounty.org) Website: [www.sioxlandmuseums.com](http://www.sioxlandmuseums.com)

Also find the Museums on FACEBOOK: [Old Courthouse Museum](#) and [Pettigrew Home & Museum](#)

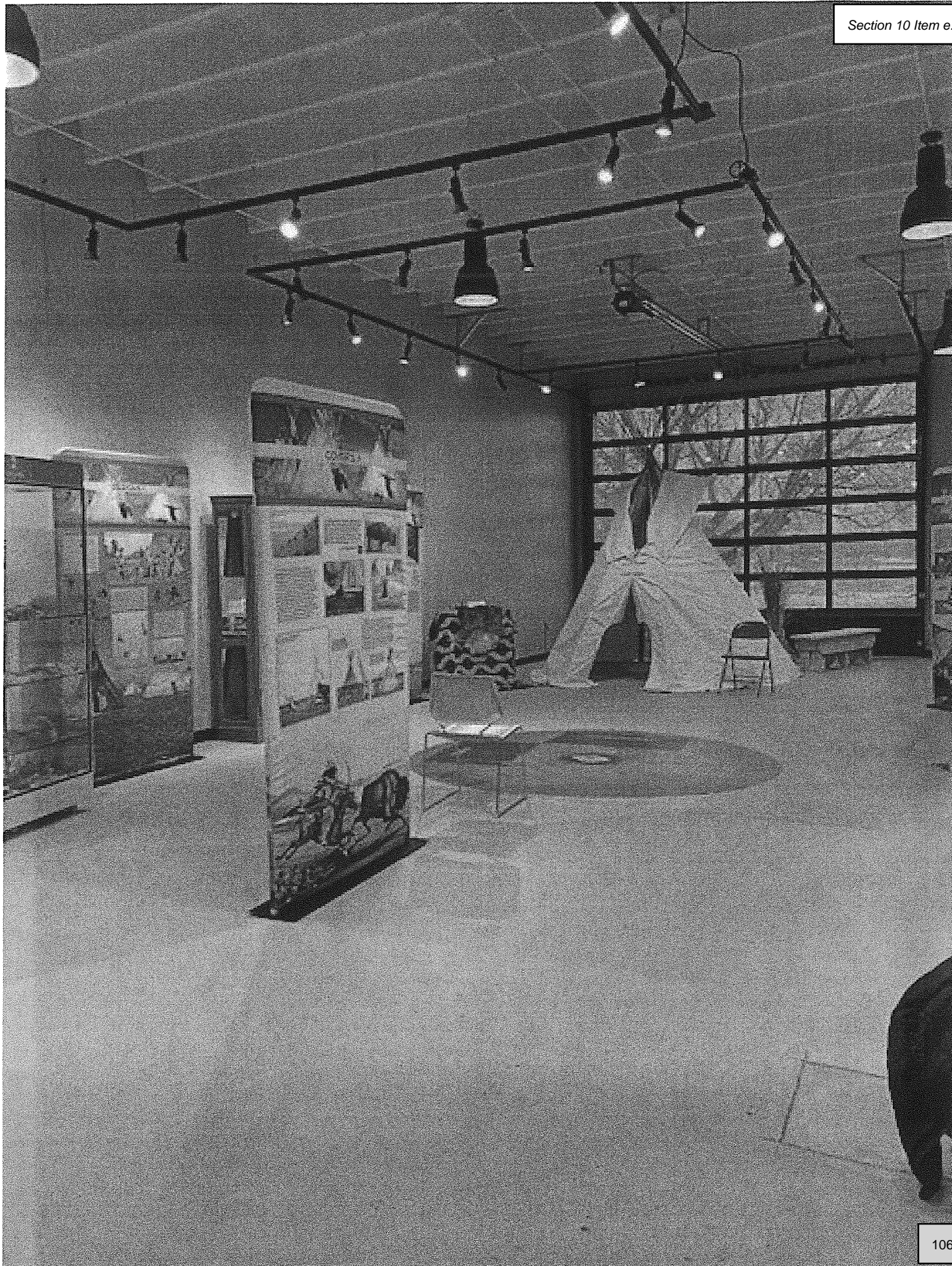
"Do what you do so well that they will want to see it again and bring their friends" -Walt Disney

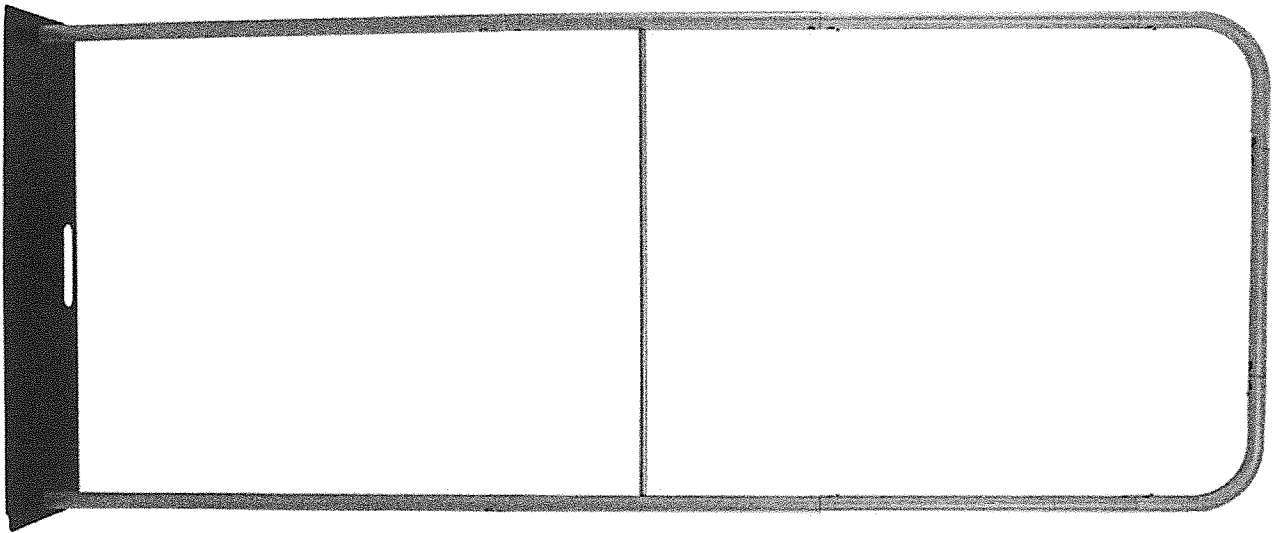
The information contained in this message is confidential, protected from disclosure and may be legally privileged. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, distribution, copying, or any action taken or action omitted in reliance on it, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by replying to this message and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

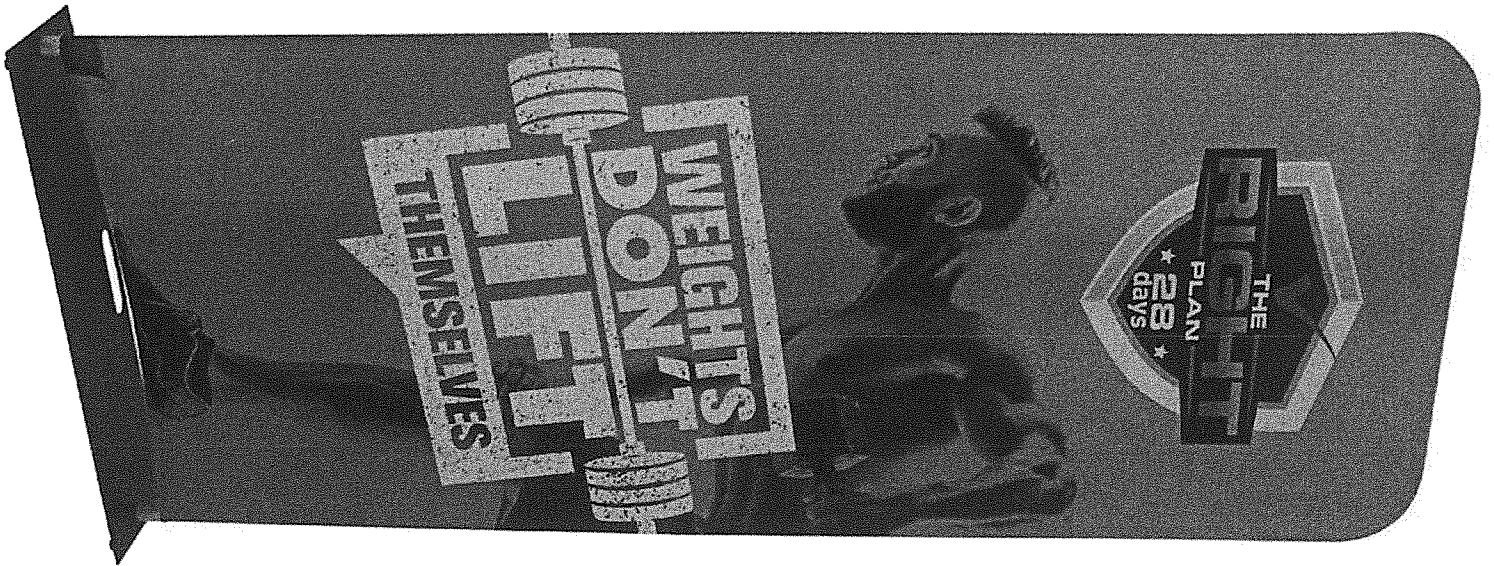














**McDirt Excavation Inc**  
 12273 Plateau Loop  
 Whitewood, SD 57793  
 mcdirt@rushmore.com



# INVOICE

**INVOICE #** 5529  
**DATE** 03/09/2021  
**DUE DATE** 04/01/2021  
**TERMS** Due on receipt

**BILL TO**  
 Deadwood City of  
 City of Deadwood  
 67 Dunlop Ave  
 Deadwood, SD 57732

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE		DESCRIPTION	QTY	RATE	AMOUNT
02/28/2021	<b>mobilization fee</b>	haul track hoe to water leak -Kirby	6.50	150.00	975.00T
02/28/2021	<b>308 mini track hoe</b>	demo asphalt, curb gutter. Locate leak, backfill-Rick	12	165.00	1,980.00T
02/28/2021	<b>Labor</b>	locate leak, backfill-Rick, Kirby, Chad	29	65.00	1,885.00T
03/01/2021	<b>Red Dump Truck</b>	gravel haul to water leak -Jim	3:30	85.00	297.50T
03/01/2021	<b>job materials</b>	13.75 millings	13.75	14.50	199.38
03/01/2021	<b>308 mini track hoe</b>	clean up job site -Rick	3	165.00	495.00T
03/01/2021	<b>Labor</b>	clean up -Mitch, Westen	6	65.00	390.00T

Payment is due upon receipt. All past due balances(over 30 days) are subject to a 1.5% monthly/18% annual finance charge and will be assessed until balance is paid in full.

<b>SUBTOTAL</b>	6,221.88
<b>TAX (0%)</b>	0.00
<b>TOTAL</b>	6,221.88
<b>BALANCE DUE</b>	<b>\$6,221.88</b>

March 10, 2021

## PROPOSAL/AGREEMENT

BETWEEN CLIENT AND ARCHITECT/DESIGNER  
FOR LIMITED PROFESSIONAL SERVICES

### CLIENT

Kevin Kuchenbecker  
Historic Preservation Office  
108 Sherman Street  
Deadwood, South Dakota 57732  
Office: (605) 578-2082  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

### DESIGNER

BDTAID, Inc. (BDT)  
417 Kansas City Street  
Rapid City, SD 57701  
Cell: 605.430.5170  
Project Manager: Ray Berberich  
[rberberich@bdtaid.com](mailto:rberberich@bdtaid.com)

### PROJECT

City of Deadwood Parking Structure Signage

### PROJECT SUMMARY

The City of Deadwood has requested BDT to develop new signage for the parking structure located at Wall Street and Broadway that incorporates design elements of the existing city-wide wayfinding signage. The new signage will also incorporate general information and payment instructions for the new parking payment tracking system that is being implemented.

### SCOPE OF WORK

#### PHASE I - AUDIT and ANALYSIS

During the audit and analysis phase we shall:

- Perform an audit of existing signage
- Begin to develop signage location plan for new signs
- Begin to develop signage message schedule for new signs
- Begin to identify sign types needed
- Begin to identify terminology/nomenclature
- Coordinate with the City and the parking vendor on information and parking instructions
- Document findings

All information from Phase I shall be assembled and presented in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. Upon review and approval by the Client Phase I shall be complete.

## **PHASE II - DESIGN and DOCUMENTATION**

During the design development and documentation phase we shall:

- Define and finalize the sign types
- Develop drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials
- Finalize the visual vocabulary, colors and materials based on existing signage
- Finalize project terminology/nomenclature
- Develop and finalize locations plans
- Develop and finalize message schedule
- Document all information and drawings into final signage package

The Phase II documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. Upon review and approval Phase III shall be complete.

The Phase II fee outlined above is limited to the first phase of construction/implementation. In the event that the design package is divided up by phases and/or awarded to multiple fabricators additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

At this time the above scope of work outlined in this proposal shall be considered complete.

## **SCOPE OF BASIC SERVICES**

Using an 11" x 17" (letter) drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

## **COMPENSATION / TERMS AND CONDITIONS**

Phase I.....	\$ 4,406.90
Phase II.....	\$ 4,052.50
Total Design Fees.....	\$ 8,459.40

## **BILLING STRUCTURE**

Design services listed in this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Designer shall invoice monthly for a percentage of completion of listed stages plus reimbursable expenses. All invoices shall be payable upon receipt.

**Additional Services** are services not described in the Scope of Work above and shall only be provided if requested or confirmed in writing by the Client. At owner's request we can provide additional drawings, material and equipment detail, interior design and construction administration. When Additional Services are performed, they will be invoiced monthly with any additional reimbursable expenses.

- Design Hourly Rate \$ 115.00 / HR
- Audit/Site Visit/Drafting Hourly Rate \$ 75.00 / HR

*\*Hourly rates listed above are subject to change every fiscal year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement.*

### **DURATION OF SERVICE AND CANCELLATION**

The duration of Designer's involvement shall be limited to six (6) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid services and costs, including fees and costs for completed work for which Designer has not yet invoiced the Client.

### **TRADEMARKS AND COPYRIGHTS**

Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

### **REIMBURSABLE EXPENSES**

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of mileage, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$250.00 with cost not to exceed \$500.00.

- |                        |                 |
|------------------------|-----------------|
| ○ 8.5x11 Prints (Each) | \$1.25 / SHEET  |
| ○ 11x17 Prints (Each)  | \$ 2.50 / SHEET |
| ○ Mileage              | \$ 0.58 / MILE  |

### **WORKING ARRANGEMENTS**

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

### **ADA COMPLIANCE**

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act ("ADA") requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, to the best of his ability, shall interpret and comply with ADA guidelines and/or requirements of federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

### **DESIGNS**

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation.

### **CONFIDENTIAL INFORMATION**

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity.

Respectfully submitted,

Ray Berberich


EXECUTION OF AGREEMENT

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

CLIENT

\_\_\_\_\_  
(SIGNATURE)

DESIGNER

  
\_\_\_\_\_  
(SIGNATURE)

OFFICE USE:

SERVICES	Design With Contruction Observation
DISCIPLINES	Communications
PROJECT TYPE	Wayfinding Signage System
DELIVERY METHOD	Design-Bid-Build
MARKET	Community
CUSTOMER TYPE	Public Sector

## TERMS AND CONDITIONS

BDTAID, Inc., hereinafter called "BDT", shall perform services defined in this Agreement for the Client, The City of Deadwood, under the following Terms and Conditions:

### Time

BDT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BDT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

### Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

### Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BDT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BDT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

### Construction Means, Methods and Safety

It is understood that BDT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

### Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT

reserves the right to terminate performance of its services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

### Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

### Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

### Standard of Care

Services performed by BDT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

### Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

### Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BDT. BDT makes no representation as to the compatibility of electronic data with software or hardware of others.

BDT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

### Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

### Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initialed by:

_____ CLIENT	RB _____ BDTAID, Inc.
-----------------	-----------------------------





March 11, 2021

## PROPOSAL/AGREEMENT

BETWEEN CLIENT AND ARCHITECT/DESIGNER  
FOR LIMITED PROFESSIONAL SERVICES

### CLIENT

Kevin Kuchenbecker  
Historic Preservation Office  
108 Sherman Street  
Deadwood, South Dakota 57732  
Office: (605) 578-2082  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

### DESIGNER

BDTAID, Inc. (BDT)  
417 Kansas City Street  
Rapid City, SD 57701  
Cell: 605.430.5170  
Project Manager: Ray Berberich  
[rberberich@bdtaid.com](mailto:rberberich@bdtaid.com)

### PROJECT

City of Deadwood - Parking Signage Standards Manual

### PROJECT SUMMARY

The City of Deadwood has requested BDT to create a Parking Signage Standards Manual for the signage that has been developed for the city-wide parking rules, regulations, and payment information, as well as the signage that has been recently developed for the parking structure located at Wall street and Broadway. The Parking Signage Standards Manual is to guide of future projects implemented by the City.

### SCOPE OF WORK

The following outlines the Scope of Work to develop the City of Deadwood Parking Signage Implementation Manual. The manual will be developed based on the current information available to date. It should be understood that the manual will evolve and change over time and should be reviewed on an annual basis.

- Create the overall format using an 8 ½" x 11" and/or 11" x 17" drawings.
- All information and drawings shall be developed for a 3-Ring binder so the manual can be easily updated as needs change.
- The 3-Ring binder shall be developed using "section dividers".
- Section One (1) shall contain documents and information such as: table of contents, project standards, general specifications, sign frame information, etc.



- Section Two (2) shall contain drawings for the existing 3 sign sizes for the “city-wide” parking signs (12” x 18”, 18” x 24”, and 24” x 30”) and the layout for all messages to date.
- Section Three (3) shall contain all drawings for signage that has been developed for the “Parking Ramp” to date.
- All drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions.
- All documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately quote, bid and produce engineered shop drawings for fabrication.
- All information shall be assembled and presented in a PDF format for review and comment. Any final adjustments for approval shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution.

At this time the above scope of work outlined in this proposal shall be considered complete.

### SCOPE OF BASIC SERVICES

Using an 8 1/2” x 11” (letter) and/or 11” x 17” (tabloid) drawing formats, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

### COMPENSATION / TERMS AND CONDITIONS

Total Fees for the development of the Parking signage Manual.....\$3,795.00

### BILLING STRUCTURE

Design services listed in this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Designer shall invoice monthly for a percentage of completion of listed stages plus reimbursable expenses. All invoices shall be payable upon receipt.

**Additional Services** are services not described in the Scope of Work above and shall only be provided if requested or confirmed in writing by the Client. At owner’s request we can provide additional drawings, material and equipment detail, interior design and construction administration. When Additional Services are performed, they will be invoiced monthly with any additional reimbursable expenses.

- Design Hourly Rate \$ 115.00 / HR
- Audit/Site Visit/Drafting Hourly Rate \$ 75.00 / HR

*\*Hourly rates listed above are subject to change every fiscal year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement.*

### DURATION OF SERVICE AND CANCELLATION

The duration of Designer’s involvement shall be limited to two (2) weeks or an agreed upon timeline that shall be determined by the project schedule and the Client’s requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid services and costs, including fees and costs for completed work for which Designer has not yet invoiced the Client.

### TRADEMARKS AND COPYRIGHTS

Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer’s performance of services for the Client.

**REIMBURSABLE EXPENSES**

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of mileage, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$150.00 with cost not to exceed \$350.00.

- |                        |                 |
|------------------------|-----------------|
| ○ 8.5x11 Prints (Each) | \$1.25 / SHEET  |
| ○ 11x17 Prints (Each)  | \$ 2.50 / SHEET |
| ○ Mileage              | \$ 0.58 / MILE  |

**WORKING ARRANGEMENTS**

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

**ADA COMPLIANCE**

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act ("ADA") requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, to the best of his ability, shall interpret and comply with ADA guidelines and/or requirements of federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

**DESIGNS**

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation.

**CONFIDENTIAL INFORMATION**

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity.

Respectfully submitted,

Ray Berberich

**EXECUTION OF AGREEMENT**

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

**CLIENT**

\_\_\_\_\_  
(SIGNATURE)

**DESIGNER**



\_\_\_\_\_  
(SIGNATURE)

**OFFICE USE:**

SERVICES	Design With Contruction Observation
DISCIPLINES	Communications
PROJECT TYPE	Wayfinding Signage System
DELIVERY METHOD	Design-Bid-Build
MARKET	Community
CUSTOMER TYPE	Public Sector

## TERMS AND CONDITIONS

BDTAID, Inc., hereinafter called "BDT", shall perform services defined in this Agreement for the Client, The City of Deadwood, under the following Terms and Conditions:

### Time

BDT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BDT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

### Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

### Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BDT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BDT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

### Construction Means, Methods and Safety

It is understood that BDT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

### Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT

reserves the right to terminate performance of its services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

### Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

### Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

### Standard of Care

Services performed by BDT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

### Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

### Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BDT. BDT makes no representation as to the compatibility of electronic data with software or hardware of others.

BDT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

### Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

### Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initialed by:

_____ CLIENT	RB _____ BDTAID, Inc.
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