



# City Commission Regular Meeting Agenda

Monday, June 03, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of May 20, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for June 3, 2024.

5. **Items from Citizens on Agenda**

a. Recognize and Congratulate John Reiser on graduating from SD Law Enforcement Training.

6. **Consent Agenda**

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

a. Permission to accept resignation from lifeguard Sam Kooima effective May 23, 2024.

b. Permission to accept resignation of lifeguard Ethan Hess effective June 10, 2024.

c. Permission to increase pay for Police Officer John Reiser from \$24.22 to \$26.79 per hour effective June 2, 2024 after graduating and becoming certified from the Police Academy.

[d.](#) Permission to allow HUB International Great Plains to be agent of record for City of Deadwood Mutual of Omaha group plan effective June 1, 2024

[e.](#) Permission for Mayor to sign annual parking lease with Peterson CPA for three (3) parking spots located on Seiver Street for a total of \$225.00 per month plus tax

[f.](#) Permission to allow Mayor to sign Permanent Drainage Easement with Jerome Feterl and Ronda Feterl for work associated with the FEMA Whitewood Creek Restoration project.

- g. Permission to allow Mayor to sign temporary construction and permanent easement with Patrick and Rhonda Mollman for the reconstruction of retaining wall on City owned property.
- h. Permission to approve Historic Preservation not-for-profit grant to First Baptist Church in the amount of \$9,422.86 for new sign.
- i. Permission to approve Historic Preservation not-for-profit grant to Broken Boot Mine in the amount of \$1,075.00 for repairs associated with the mine property.
- j. Permission to approve increase to Historic Preservation not-for-profit grant to Grace Lutheran Church for emergency repairs totaling \$1,907.24 increasing the total grant to \$23,881.24.
- k. Permission for Mayor to sign contract with Renee Boen for professional services related to archaeological collections at a cost not to exceed \$5,000.00. (To be paid by HP Archaeology line item.)
- l. Permission to allow Mayor to sign agreement and easement with Broken Boot Inc. for the Fuller Brothers Trail, pending Broken Boot board approval.
- m. Permission for Mayor to sign contract with Rogers Construction, Inc. for the reconstruction of the Welcome Center Trail at a cost of \$698,500.00. (Bid awarded on May 20, 2024.)
- n. Permission to pay Keltek in the amount of \$4,377.12 for 6 thermal printers. (To be paid by Police supply budget. Originally approved in 2023 but not invoiced until 2024.)
- o. Permission to pay Legendary Electric \$3,316.30 to relocate the City power pole in the yard of 875 Main Street. (To be paid by Street Professional Services line item.)
- p. Recommendation from Event Committee to adopt updated Event Complex Application.

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Wine and Cider License for Deadwood Outfitters & Tipsy Buffalo Bar at 653 Main Street.
- b. Hold public hearing for street closure on Gold Street between Main Street and Broadway Alley, from June 4 to October 12, 2024. Broadway Alley will be one way from Wall Street to Shine Street (Recommendation from the Parking and Transportation Committee).
- c. Set public hearing on June 17 for NAJA Shriners Beer-A-Thon: open container in zone 1 and 2 from noon until 10:00 p.m. on Saturday, July 13, 2024.
- d. Set public hearing on June 17 for Neighborhood Block Club's Community Picnic: open container in Gordon Park on Sunday, July 14, 2024 from 4:00 p.m. to 6:00 p.m.
- e. Set public hearing on June 17 for Harley Davidson Rally Outlaw Square Activation: open container in Zone 4, Outlaw Square only from 10:00 a.m. to 10:00

p.m. on Monday, August 5. Previously approved on April 15 for 3:00 p.m. to 10:00 p.m.

- f. Set public hearing on June 17 for Harley Davidson Demo Rides: Use of Welcome Center Lot on Thursday, August 1 at 8:00 a.m. through 10:00 p.m. on Saturday, August 10, will be set up on Pioneer Way side of lot; waiver of banner fees on Thursday, August 1 through Saturday, August 10, 2024.
- g. Set public hearing on June 17 for Labor Day Kickoff Concert: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, August 30; street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Friday, August 30 to 1:00 a.m. on Saturday, August 31 and closure of Siever Street (if needed) from 6:00 a.m. on Friday, August 30 to 1:00 a.m. on Saturday, August 31, 2024.
- h. Set public hearing on June 17 for Lead Deadwood High School Homecoming Parade: street closure; Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, September 20, 2024 from 2:00 p.m. until parade ends.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance #1399 Amending Chapter 5.04 Alcohol Beverages
- [b.](#) First Reading of Ordinance #1400 Amending Title 10 Vehicles and Traffic
- [c.](#) Permission to accept Construction Change Order #5 in the amount of \$17,191.00 for Whitewood Creek Restoration (FEMA) project for asphalt replacement on Mickelson Trail from beginning of trail to trailhead.
- [d.](#) Permission to contract with TCP (Timeclock Plus, LLC) for electronic timekeeping for all city employees in an amount of \$12,978.55. (To be paid by IT Professional Services for first year and future recurring annual fees will be paid by each dept.)
- [e.](#) Permission to hire Rasmussen Mechanical to replace two compressor chillers at the Adams Museum in the amount not to exceed \$17,154.00. (To be paid by Public Buildings repairs line item.)
- [f.](#) Permission to enter into one-year agreement (automatic renewal) with Western States Fire to inspect Fire Alarm and Sprinkler Systems in ten City facilities. Annual amount not to exceed \$7,705.00. (To be paid by Public Buildings Professional Services line item.)

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

- [a.](#) Raffle permit received from Deadwood History. Drawing will be held October 1, 2024.

12. **Executive Session**

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

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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



**REGULAR MEETING, MAY 20, 2024**

The Regular Session of the Deadwood City Commission convened on Monday, May 20, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko, Charlie Struble. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Martinisko seconded to approve the minutes of May 6, 2024. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the May 20, 2024 disbursements as corrected. Roll Call: Aye-All. Motion carried.

A & J SUPPLY	SUPPLIES	24.00
ACE HARDWARE	SUPPLIES	177.05
ADAMS SALVAGE	SERVICE	107.49
ALBERTSON ENGINEERING	PROJECT	13,604.92
AMAZON	SUPPLIES	3,306.46
AMERICAN ENGINEERING TESTING	PROJECT	3,132.25
AMERICAN LEGION EMBLEM	SUPPLIES	528.83
AVID4 ENGINEERING	SERVICE	3,193.50
BADGER METER	SERVICE	178.50
BH CHEMICAL	SUPPLIES	2,129.56
BH ENERGY	SERVICE	27,684.85
BH PIONEER	SERVICE	1,469.91
BH WINDOW CLEANING	SERVICE	2,649.00
BLUE, ELIZA	PROJECT	335.15
CARTER, JAMES	BID #8	25,000.00
CENTURY BUSINESS PRODUCTS	CONTRACT	740.76
CERTIFIED LABORATORIES	SUPPLIES	443.62
CORR CONSTRUCTION	PAY APP #6	232,783.72
CULLIGAN	SUPPLIES	123.00
DAKOTA LUMBER	SUPPLIES	162.50
DEADWOOD CHAMBER	BILL LIST	177,761.23
DEADWOOD HISTORY	SERVICE	1,226.33
DIAMOND VOGEL PAINT CENTER	LINE DRIVER	8,310.09
ECOLAB	SERVICE	171.93
ENTERPRISE RENT-A-CAR	REFUND	60.00
FIB CREDIT CARDS	SUPPLIES	4,022.45
FULL CURL CONSTRUCTION	PROJECT	4,399.64
GENERAL TRAFFIC CONTROLS	SUPPLIES	225.00
GOKCE, FATIH	REIMBURSEMENT	54.00
GOLDEN WEST	SERVICE	3,896.48
GOVERNMENT FINANCE OFFICER	MEMBERSHIP	160.00
GREAT WESTERN TIRE	SUPPLIES	1,439.75
GUNDERSON, PALMER, NELSON	SERVICE	2,925.92
HI-VIZ SAFETY WEAR	SUPPLIES	646.15
HILGENDORF, STEVEN	PROJECT	1,041.15
HOMETOWN MANUFACTURING	SUPPLIES	1,649.48
IPS GROUP	SERVICE	7,614.43
JACOBS WELDING	SERVICE	2,601.31
KETEL THORSTENSON	SERVICE	15,156.38
KNECHT	SUPPLIES	493.24
KONE CHICAGO	MAINTENANCE	564.03
KRAMME, SHANE	REFUND	30.00
L&L INSULATION	PROJECT	41,140.00
LAWRENCE CO. REGISTER	SERVICE	60.00
LEAD-DEADWOOD SANITARY	SERVICE	20,466.90
LEGENDARY ELECTRIC	SUPPLIES	1,027.44
LIGHTING MAINTENANCE COMPANY	SERVICE	644.20
LITTLE-GEVING, TARA	REFUND	100.00
MID-AMERICAN RESEARCH CHEM	SUPPLIES	570.76
MIDWEST TAPE	SUPPLIES	131.72
MOHR, TRENT	REIMBURSEMENT	81.56
MDU	SERVICE	5,999.85
MORGAN, RICHARD	REIMBURSEMENT	47.51
MORRISON, RONDA	SERVICE	1,720.00
NASH, PAM	REIMBURSEMENT	158.72
NHS OF THE BLACK HILLS	CONTRACT	3,000.00
NORTH CENTRAL INT'L	SUPPLIES	132.60
NORTHWEST PIPE FITTINGS	SUPPLIES	333.80
ODP BUSINESS SOLUTIONS	SUPPLIES	192.00
ONSITE FIRST AID	SUPPLIES	154.73
POWERPLAN OIB	SUPPLIES	262.11
QUADIANT FINANCE USA	POSTAGE	500.00
QUIK SIGNS	SERVICE	297.53
RADENSLEBEN, COLTAN	REIMBURSEMENT	18.30
RAPID DELIVERY	SERVICE	16.90
RASMUSSEN	SERVICE	445.02
RUNGE, MIKE	REIMBURSEMENT	233.93
RUSHMORE OFFICE	SUPPLIES	248.75
SANDER SANITATION	SERVICE	12,834.16
SCHMIDT, WILLIAM	PROJECT	4,860.00
SCOTT PETERSON MOTORS	SERVICE	648.68
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55

**REGULAR MEETING, MAY 20, 2024**

SD DEPT. OF REVENUE	TAX	3,506.21
SD MUNICIPAL LEAGUE	SERVICE	90.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	126.80
SD STATE HISTORICAL SOCIETY	MEMBERSHIP	125.00
SERVALL	SUPPLIES	1,088.13
SOUTHSIDE SERVICE	SERVICE	197.20
STRETCH'S	SERVICE	29.99
STURGIS RESPONDER SUPPLY	UNIFORMS	1,710.50
TESKE, LAVERNE	REFUND	35.00
THE CENTER FOR WESTERN	CONFERENCE	60.00
TRUGREEN	SERVICE	3,122.67
TWIN CITY HARDWARE	GRANTS	733.71
USA BLUEBOOK	SUPPLIES	278.48
VANWAY TROPHY	SERVICE	106.20
VERIZON CONNECT	SERVICE	171.60
VIGILANT BUSINESS SOLUTION	SERVICE	164.50
WALNO, WYLIE	SUPPLIES	65.00
WASTEQUIP	SUPPLIES	1,770.00
WESTERN COMMUNICATIONS	SERVICE	669.90
WINZER	SUPPLIES	194.64
		Total \$692,626.31

**ITEMS FROM CITIZENS ON AGENDA****Update**

Commissioner Martinisko gave an update on the Lead-Deadwood Youth Group Task Force. She thanked Deadwood employees Amy and Leah as well as Robin with the City of Lead for all their work. She said the launch of a Lead-Deadwood Community Programming website is a culmination of the collaborative efforts from the youth work group formed in partnership between Lead, Deadwood and the Lead-Deadwood School District aimed at enhancing youth programming in the community. She thanked everyone involved and encouraged everyone to explore the new website which the programs are categorized into sports, arts/education, youth organizations and adult organizations. Mayor Ruth Jr. stated city recognized this as one of the first steps to help centralize the information for everyone.

**Service Awards**

Mayor Ruth Jr. presented certificates to the following employees: Kasey Campbell for 10 years of service; Sally Sprigler and Randy Adler for 5 years of service. Commission thanked each of them for their time.

**CONSENT**

Struble moved, Martinisko seconded to omit item M for separate consideration approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to accept resignation of Police Officer Andrew Nelson effective May 10, 2024.
- B. Permission to advertise in-house for 5 days and then in official newspaper for one full-time police officer position. (\$26.79 per hour for Certified and \$24.22 for Non-Certified)
- C. Permission to hire Landen Mattson for seasonal Parks position at \$16.00 per hour effective May 28, 2024 pending pre-employment screening.
- D. Permission to hire Gage Mau as full-time (non-certified) police officer at \$24.22 per hour effective May 26, 2024 pending pre-employment screening.
- E. Permission for Finance Officer to complete Project Work Experience Agreement with SDDRS and allow program to fund JT Gifford as a summer intern at the Deadwood Fire Department.
- F. Renew 2024-2025 Malt Beverage Licenses to PonyHills LLC, The Venue at Deadwood at 250 US Hwy 14A pending payment of property tax.
- G. Permission to renew Form E to Deadwood Growhouse dba Trails Head Cannabis Co for medical cannabis dispensary license at 32 Charles Street.
- H. Permission for Mayor to sign Temporary Construction and Permanent Easement with Jobman Living Trust for work associated with the FEMA Whitewood Creek Restoration project.
- I. Permission for Mayor to sign 60 month Order for Services with SDN Communications for internet fiber services for the following City owned buildings: City Hall, Recreation & Aquatic Center, Library, Fire Hall, Trolley Barn and Street shop.
- J. Permission to correct date of termination of lease for on-street parking with Iron Horse Inn to be take effect May 31, 2024.
- K. Acknowledge the de-accession of four track index books from the City of Deadwood Archives to the Meade County Register of Deeds. (Approved by HPC 05-08-2024)

**REGULAR MEETING, MAY 20, 2024**

- L. Permission to purchase of two (2) HP Pro Books laptops for HP Coordinator and Zoning Coordinator from Golden West in the amount of \$3,738.00. (Budgeted in HP and P&Z Equipment line item)
- M. Removed for separate consideration in New Business.
- N. Proclamation declaring May 13th through May 18th as Law Enforcement Torch Run for Special Olympics South Dakota week in the City of Deadwood.
- O. Permission to waive fee and allow MSI Promotions Committee and Saloon #10 to sell and host wine tasting at Gordon Park during the Farmers Market on Fridays between 3:00 p.m. to 7:00 p.m. from June 21 through September 20, 2024. All proceeds go to charity. No public hearing necessary since on public property.
- P. Permission for Mayor to sign Recreational Non-Motorized Easement Agreement with TNF Properties, LLP (Natasha Fuller) for creek access across from Twin City Hardware.
- Q. Permission to purchase conduit for Timm Lane Bridge from Border States in amount not to exceed \$3,390.52. (To be paid by Streets Improvements with possible reimbursement from State grant funding.)
- R. Resolution No. 2024-14 Declare Surplus of Property

**RESOLUTION NO. 2024-14  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

**The Following Bicycles**

<b>Make</b>	<b>Model</b>	<b>Color</b>	<b>Serial Number</b>
Schwinn	S1750WM	Black	FSD0515NA
Mongoose	R1921WMA	Black	FSD0615AG
Kent	Tempest	Blue/Black	GS7271
Kent	Genesis	Black	GS52606
Piranha	Mindtrick	White/Black	Unlocatable
Polygon	Siskiu	Red/Black	L21003935
Free Spirit	N/A	Red	D3790124
Kent	Shogun Belmar	Purple	GS101026106
Tour De France	Stage One Polka Dot	White/Red	GW11F00598
Road Master	Granite Peak Paramount Series	Purple	Unlocatable
Schwinn	70 Boomerang	Red/Black	Unlocatable
Piranha	(Youth)	Red	JK32720977
Mongoose	Ledge 21	White	R2460WMA
Next	Power Climber	Black	LWCNG10238
Huffy	Wrath	Silver	Unlocatable

Dated this 20th day of May, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- S. Permission to allow Charles Fetter and Mike Klamm to travel in city vehicle on June 13-15, 2024 to Watertown for SD Fire School. Expenditures not to exceed \$620.00 and paid by Fire Dept travel line item.

**REGULAR MEETING, MAY 20, 2024****BID ITEMS****Results**

Mayor Ruth Jr. stated 5 bids were received for the Welcome Center Trail (aka Boardwalk) on May 14, 2024 at 2:00 as advertised.

Ainsworth Benning - \$794,604.00  
 Complete Concrete - \$751,857.00  
 RCI Construction - \$698,500.00  
 RCS Construction - \$920,000.00  
 Seco Construction - \$1,140,000.00

Zoning Coordinator Blue-Jones recommends approval to low bidder RCI Construction. Martinisko moved, Struble seconded to award low bid to RCI Construction in the amount of \$698,500.00 for the Welcome Center Trail (aka Boardwalk.) Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****Bev's Poker Run**

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Joesph seconded to approve Main Street Parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 23, 2024. Roll Call: Aye-All. Motion carried.

**Set**

Martinisko moved, Struble seconded to set public hearing on June 3 for Retail (on-off sale) Wine and Cider License for Deadwood Outfitters & Tippy Buffalo Bar at 653 Main Street. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on June 3, 2024 for street closure on Gold Street between Main Street and Broadway Alley, from June 4 to October 12, 2024. Broadway Alley will be one way from Wall Street to Shine Street. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Pay (Item 6M)**

Martinisko moved, Johnson seconded to pay Axon Enterprise for 6 in-car cameras and 17 body worn cameras in the amount of \$35,174.91. Roll Call: Aye-All. Motion carried.

**Application**

Blue-Jones spoke about the application. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve the Conditional Use Permit Application for Vacation Home Establishment – 140 Timm Lane – Glen Morovits with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, proof that the Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street and any new construction or substantial improvements to this property must meet Chapter 15.36 – Flood Hazard Protection Regulations. Legally described as Lot 6 of the Arnio Subdivision of M.S. 107, according to the S.C. Berry Plat recorded in Plat Book 2 Page 88D, City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by Planning and Zoning Commission on May 1, 2024.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MAY 20, 2024**Application

Blue-Jones spoke about the application. Johnson moved, Struble seconded to Act as Board of Adjustments and approve the Conditional Use Permit Application for Vacation Home Establishment – 29 Lee Street – Budi Kusser with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, proof that the Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street and the Vacation Home Establishment shall be limited to only the second floor and the ground level used as retail space. Legally described as Lot B in Block 18 of the City of Deadwood, Lawrence County, South Dakota, also known as 29 Lee Street, according to P.L. Rogers Map. (Approved with conditions by Planning and Zoning Commission on May 1, 2024.) Roll Call: Aye-All. Motion carried.

Application

Blue-Jones spoke about the application. Martinisko moved, Struble seconded to Act as Board of Adjustments and approve the Conditional Use Permit Application for Specialty Resort – 21 Lincoln Ave – Aaron Sternhagen with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, proof that the Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street, the Conditional Use Permits will take effect only upon the successful closing of the property by the applicant and the Bed and Breakfast establishment must be owner occupied and the owner or owner’s representative must be on-site when guests are present. Legally described as Lots 1, 2, 3, and adjoining vacated alley and the southeasterly 10 feet of Lots 12, 13 and 14, In Block 42, according to P.L. Rogers Map of the City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by Planning and Zoning Commission on May 1, 2024.) Roll Call: Aye-All. Motion carried.

Application

Blue-Jones spoke about the application. Struble moved, Martinisko seconded to Act as Board of Adjustments and approve the Conditional Use Permit Application for Bed and Breakfast Establishment – 25 Lincoln Ave – Aaron Sternhagen with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, proof that the Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, obtain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street, the Conditional Use Permits will take effect only upon the successful closing of the property by the applicant and the Bed and Breakfast establishment must be owner occupied and the owner or owner’s representative must be on-site when guests are present. Legally described as Lots 12, 13 and 14, Block 42 in the City of Deadwood, Lawrence County, South Dakota, except the southeasterly 10 feet of Lots 12, 13 and 14 and one-half of the vacated alley, Block 42, previously conveyed to Dennis L. McKay and Linda M. McKay. Also so that portion of Lots E, F, AND G, Block 35 of Probate Lot 226 and sometimes referred to as Child's Addition to the City of Deadwood, Quit Claimed by Francis Caneva to Lawrence C. McKay, all according to the P.L. Rogers Map of the City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by Planning & Zoning Commission on May 1, 2024). Roll Call: Aye-All. Motion carried.

## **REGULAR MEETING, MAY 20, 2024**

### Review

Blue-Jones spoke about the application. Martinisko moved, Johnson seconded to Act as the Board of Adjustment and accept the Planning and Zoning Commission annual C.U.P. review conducted on May 15, 2024 for 29 Van Buren - Victorian on Van Buren - Bed and Breakfast establishment; 768 Main Street - The Jordans - Bed and Breakfast Establishment with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Building Inspector has inspected the building, city water and sewer rates to be changed from residential to commercial rates, proper paperwork is filed with finance office for BID taxes, proof of City of Deadwood Business License, maintain lodging license after inspection from the South Dakota Department of Health, all parking shall be off street, the Conditional Use Permits will take effect only upon the successful closing of the property by the applicant and the Bed and Breakfast establishment must be owner occupied and the owner or owner's representative must be on-site when guests are present.

### Second Reading

Blue Jones stated no changes between first and second reading. Martinisko moved, Struble seconded to approve second reading of Ordinance #1397 to Amend Chapter 17.53 Transient Commercial Use of Property. Discussion was held concerning establishments. Roll Call: Aye-All. Motion carried.

### Second Reading

Finance Officer McKeown stated no changes between first and second reading. Joseph moved, Struble seconded to approve second reading of Ordinance #1398 Budget Supplement #3 for 2024. Discussion was held concerning the supplement. Roll Call: Aye-All. Motion carried.

### First Reading

McKeown spoke about the Ordinance. Martinisko moved, Joseph seconded to approve first reading of Ordinance #1399 Amending Chapter 5.04 Alcohol Beverages. Discussion was held concerning fee resolution. Roll Call: Aye-All. Motion carried.

### Purchase

Public Works Director Stalder spoke about the purchase. Martinisko moved, Struble seconded to purchase and install 8 Verkada cameras from Technologies, Inc. for Recreation Center at a cost no to exceed \$12,619.85. (To be paid by Rec Center Improvements (\$4,000.00) and Public Buildings Improvements (\$8,619.95) budgets.) Discussion was held concerning warranty and history of retention. Roll Call: Aye-All. Motion carried.

### Annual Report

McKeown spoke about the 2023 annual report for the City.

### Hire

Parks, Recreation & Events Director Adler spoke about the project. Struble moved, Martinisko seconded to hire Tree Wise Men for cleanup of Whitewood Creek from Walnut Street to Cemetery Street in an amount not to exceed \$18,500.00. (To be paid by Whitewood Creek cleanup line item.) Roll Call: Aye-All. Motion carried.

### Purchase

Fire Chief Hamann spoke about the purchase. Martinisko moved, Struble seconded to allow Fire Department to purchase new skid unit for Brush 6 truck from Heiman Fire in an amount not to exceed \$19,000.00. (To be paid by Fire equipment line item with offset of \$7,000.00 from Wildland Fire Grant.) Roll Call: Aye-All. Motion carried.

### Pay

Parking and Transportation Director Lux spoke about the payment. Martinisko moved, Johnson seconded to pay Huntington Bank for two trolley annual leases: trolley 4 \$39,227.97 and trolley 5 - \$33,681.45. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, MAY 20, 2024**

**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(1) with possible action.

**ADJOURNMENT**

Struble moved, Martinisko seconded to adjourn the regular session at 5:35 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, June 3, 2024 at 5:00 p.m.

After coming out of executive session at 6:24 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 06652 COMBINED - 6/4/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 111 COMMISSION  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1331	SD MUNICIPAL LEAGUE					
		I-200000988	101-4111-427	TRAVEL BUDGET TRAINING-B.JOSEPH/COMM	000000	30.00
				DEPARTMENT 111 COMMISSION	TOTAL:	30.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1159371	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	159.88
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40330	101-4142-426	SUPPLIES FLOWERS - ADMIN.APPREC.DAY	000000	90.00
01-3877	MUTUAL OF OMAHA					
		I-001708842323	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
				DEPARTMENT 142 FINANCE	TOTAL:	271.29
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 05/23/24	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	22.73
		I-NAT GAS 05/23/24	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	316.84
		I-NAT GAS 05/23/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	218.67
		I-NAT GAS 05/23/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	207.67
		I-NAT GAS 05/23/24	101-4192-428-04	UTILITIES - C CITY HALL	000000	261.43
		I-NAT GAS 05/23/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	334.42
		I-NAT GAS 05/23/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	108.83
		I-NAT GAS 05/23/24	101-4192-428-09	UTILITIES - H HARCC	000000	186.30
		I-NAT GAS 05/23/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	202.19
		I-NAT GAS 05/23/24	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	71.49
		I-NAT GAS 05/23/24	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	0.00
		I-NAT GAS 05/23/24	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	287.77
		I-NAT GAS 05/23/24	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	93.27
		I-NAT GAS 05/23/24	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	39.86
		I-NAT GAS 05/23/24	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	276.82
		I-NAT GAS 05/23/24	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	159.96
01-0578	TWIN CITY HARDWARE & LU					
		I-2404-295085	101-4192-426-13	SUPPLIES - RE SURGERY GLUE-SUPER GLUE/REC CE	000000	10.47
		I-2404-295358	101-4192-425-04	REPAIRS - CIT 10 PK 32W FLUOR TUBE/CITY HALL	000000	49.99
		I-2405-000118	101-4192-426	SUPPLIES CHG BACK OF DUP CR - PUB BLDGS	000000	71.98
		I-2405-295684	101-4192-425-18	REPAIRS - FOO QC COUPLING/FOOTBALL FIELD	000000	8.99
		I-2405-295732	101-4192-425-01	REPAIRS - ADA POWDERED GRAPHITE/ADAMS HOUSE	000000	5.98
		I-2405-295871	101-4192-425-09	REPAIRS - HAR (2) 12V 8AMP BATTERY/HARCC	000000	71.98
		I-2405-295875	101-4192-425-13	REPAIRS - REC METALLIC SHARPEI/REC CENTER	000000	7.49
		I-2405-296028	101-4192-425-18	REPAIRS - FOO DOOR PULL-SOLDER-ADAPT/FOOTB	000000	53.95
		I-2405-296072	101-4192-425-13	REPAIRS - REC WHT JACK INSERT/REC CENTER	000000	5.49
		I-2405-296710	101-4192-425-08	REPAIRS - HIS BOWL BRUSH-BATTERY/HISTORY	000000	32.97
		I-2405-296949	101-4192-425-11	REPAIRS - PAR SLOAN CLOSET KIT/PARKS	000000	34.99
		I-2405-296986	101-4192-425-18	REPAIRS - FOO CONNECTOR-UNION-COUPLING/FOOTB	000000	267.94



PACKET: 06652 COMBINED - 6/4/24  
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-2405-297048	101-4192-425-11	REPAIRS - PAR CXC 90D ELBOW/PARKS	000000	6.99
		I-2405-297363	101-4192-425-17	REPAIRS-DAYS AA BATTERIES-FCT CONNECTOR/PB	000000	17.48
		I-2405-298061	101-4192-426	SUPPLIES POINT DRIVER/PUBLIC BLDGS	000000	135.00
01-1003	VERIZON WIRELESS					
		I-9963817760	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.91
01-1230	INTERSTATE ALL BATTERY					
		I-1901002026581	101-4192-425-02	REPAIRS - ADA HSL 1074 IB 12 6 SLA 2FAST/MUS	000000	22.30
01-1370	TEMPERATURE TECHNOLOGY,					
		I-27260	101-4192-425-04	REPAIRS - CIT CONNECTION-CONTROL ISSUES/CH	000000	343.00
01-1502	BLACK HILLS CHEMICAL					
		I-269986	101-4192-426	SUPPLIES KITCHEN TOWEL-TP-TOWEL/PUB BLD	000000	780.46
01-1558	ECOLAB PEST ELIMINATION					
		I-5311054	101-4192-422-13	PROFESSIONAL COCKROACH-ROACH PROGRAM/REC CE	000000	100.63
01-3032	OTIS ELEVATOR COMPANY					
		I-100401564746	101-4192-422-02	PROFESSIONAL ELEV MAINT 6/1-8/31/24/ADAMS M	000000	430.83
		I-100401564746	101-4192-422-09	PROFESSIONAL ELEV MAINT 6/1-8/31/24/	000000	430.83
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV034550	101-4192-426-02	SUPPLIES - AD BELT 39"-40"/ADAMS MUSEUM	000000	37.70
		I-INV034551	101-4192-426-13	SUPPLIES - RE BELT 35"-106" B GRIP/REC CENTE	000000	138.92
		I-SRV111314	101-4192-425-10	REPAIRS - LIB REPL BURST SECTION OF PIPE/LIB	000000	181.76
		I-SRV112179	101-4192-425-21	REPAIRS - WEL REPL BAD AUTO VENTS/WELCOME	000000	973.00
		I-SRV112188	101-4192-425-13	REPAIRS - REC REPL BOILER INJ PUMP MOTOR/REC	000000	964.74
01-3421	S AND C CLEANERS					
		I-05/28/24 INV 149	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-05/28/24 INV 149	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-05/28/24 INV 149	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-05/28/24 INV 149	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-05/28/24 INV 149	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-05/28/24 INV 149	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-05/28/24 INV 284	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-05/28/24 INV 284	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-05/28/24 INV 284	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-05/28/24 INV 284	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	252.00
		I-05/28/24 INV 284	101-4192-422-11	PROFESSIONAL GORDON PARK	000000	180.00
		I-05/28/24 INV 284	101-4192-422-11	PROFESSIONAL BALLPARK BATHROOM 4/29/24	000000	360.00
		I-05/28/24 INV 284	101-4192-422-06	PROFESSIONAL- SNOW CROSS	000000	108.00
		I-05/28/24 INV 284	101-4192-422-11	PROFESSIONAL DISCOUNT	000000	19.00-
01-3838	BLUEPEAK					
		I-TELEPHONE 05/14/24	101-4192-428	UTILITIES PARKING RAMP	000000	0.00

5/31/2024 10:34 AM  
 PACKET: 06652 COMBINED - 6/4/24  
 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	
01-3838	BLUEPEAK	continued					
		I-TELEPHONE	05/14/24 101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50	
		I-TELEPHONE	05/14/24 101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,782.92	
		I-TELEPHONE	05/14/24 101-4192-428-07	UTILITIES - F FIRE HALL	000000	329.34	
		I-TELEPHONE	05/14/24 101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	249.31	
		I-TELEPHONE	05/14/24 101-4192-428-10	UTILITIES - L LIBRARY	000000	737.08	
		I-TELEPHONE	05/14/24 101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	139.99	
		I-TELEPHONE	05/14/24 101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	0.00	
		I-TELEPHONE	05/14/24 101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.83	
		I-TELEPHONE	05/14/24 101-4192-428-06	UTILITIES - D DAYS OF '76 MUSEUM	000000	492.56	
		I-TELEPHONE	05/14/24 101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99	
01-3877	MUTUAL OF OMAHA						
		I-001708842323	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63	
01-4711	AMAZON CAPITAL SERVICES						
		I-13ML-XHQF-F6GM	101-4192-426	SUPPLIES (8) REPLACEMENT REFILL CART/PB	000000	35.70	
		I-1KDL-PT11-NNRR	101-4192-426-04	SUPPLIES - CI COFFEE CONCENTRATE/CITY HALL	000000	79.00	
01-4945	QUADIENT LEASING USA, I						
		I-Q1329236	101-4192-426	SUPPLIES LEASE PYMT - 6/10 - 9/9/24	000000	245.46	
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 21,651.33	
01-0510	GOLDEN WEST TECHNOLOGIE						
		I-425037	101-4193-422	PROFESSIONAL RECOVER POLICE COMPUTER	000000	630.00	
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 630.00	
01-0578	TWIN CITY HARDWARE & LU						
		I-2405-298576	101-4210-426	SUPPLIES 11" 100PC BLK CABLE TIE - P D	000000	16.99	
01-1410	WESTERN COMMUNICATIONS,						
		I-20361	101-4210-422	PROFESSIONAL PROGRAMMING 4/12/24	000000	60.00	
01-1653	STURDEVANT'S AUTO PARTS						
		C-832030609	101-4210-425	REPAIRS RTN MULTI SHOT DYE/PD'20 DRNGO	000000	16.99-	
		C-832030707	101-4210-425	REPAIRS RTN EXPANS.VALVE/PD'20 DURANGO	000000	17.99-	
		I-832029721	101-4210-425	REPAIRS HVAC BLOWER MTR/'21 DURANGO-PD	000000	199.09	
		I-832029739	101-4210-425	REPAIRS FMX-40/'21 DURANGO - PD	000000	14.98	
		I-832030558	101-4210-425	REPAIRS VALVE,FILTER DRIER,DYE- POLICE	000000	59.97	
01-1826	FIRST NET						
		I-287304791844X0524	101-4210-422	PROFESSIONAL MDT POLICE CARS - MAY	000000	240.24	
01-1827	MS MAIL						
		I-14539	101-4210-422	PROFESSIONAL PRINTING BIZ CARDS - POLICE	000000	100.00	

PACKET: 06652 COMBINED - 6/4/24

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
01-3877	MUTUAL OF OMAHA					
		I-001708842323	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	92.40
01-4195	MARCO					
		I-36585503	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	168.90
01-4202	AXON ENTERPRISE, INC.					
		I-INUS218976A	101-4210-434	MACHINERY/EQU 17 BODY CAMERAS - POLICE DPT	000000	20,450.14
		I-INUS231846	101-4210-434	MACHINERY/EQU 6 IN-CAR CAMERAS - POLICE DPT	000000	14,724.77
		I-INUS248046	101-4210-434	MACHINERY/EQU MAGNETIC CLIP ATTACHMTS - PD	000000	156.50
01-4693	CURTIS BLUE LINE / L.N.					
		I-INV822013	101-4210-426	SUPPLIES NAME PATCHES - POLICE	000000	93.96
		I-INV825112	101-4210-426	SUPPLIES 4 - OUTER CARRIERS - POLICE	000000	1,362.37
01-4711	AMAZON CAPITAL SERVICES					
		I-1QFG-R73H-7FFQ	101-4210-426	SUPPLIES RADIO/MED SUPPLS,COPY PPR - PD	000000	179.55
01-5034	STURGIS RESPONDER SUPPL					
		I-3791	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	74.65
		I-3793	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	74.65
		I-3794	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	203.31
		I-3795	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	212.31
		I-3796	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	149.31
		I-3797	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	203.31
		I-3798	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING- POLICE	000000	101.65
		I-3799	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	74.65
		I-3800	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	149.31
		I-3801	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	149.31
		I-3802	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING - POLICE	000000	149.31
		I-3803	101-4210-426	SUPPLIES UNIFORM PANTS,HEMMING- POLICE	000000	149.31
				DEPARTMENT 210 POLICE	TOTAL:	39,575.96
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-424802	101-4221-422	PROFESSIONAL M365 LICNS/PRO-RATED-FIRE DPT	000000	15.02
01-1171	A & B BUSINESS SOLUTION					
		I-IN1158199	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	97.06
01-1653	STURDEVANT'S AUTO PARTS					
		I-832029957	101-4221-434	MACHINERY/EQU 3-TRK RUBBER SPIDER /FIRE DPT	000000	122.01
		I-832030080	101-4221-434	MACHINERY/EQU MINIATURE LAMP-LADDER #5/ FD	000000	0.55
		I-832030190	101-4221-434	MACHINERY/EQU 2 MINIATURE LAMPS-LADDER#5/FD	000000	6.26
		I-832030791	101-4221-425	REPAIRS PUSH-BUTTON,BRUSH#7 PUMP/FD	000000	9.97
01-3170	MED-TECH RESOURCE LLC					
		I-148052	101-4221-434	MACHINERY/EQU EXTRIC, .GLOVES (PPE GRANT) -FIRE	000000	620.69

Section 4 Item a.

PACKET: 06652 COMBINED - 6/4/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	I-001708842323	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4108	ALEX AIR APPARATUS 2, L	I-INV-50005	101-4221-426	SUPPLIES SPECIAL MASKS - FIRE DEPT	000000	46.75
		I-INV-50138	101-4221-426	SUPPLIES REPAIR LADDER #5 - FIRE DEPT	000000	406.12
01-4711	AMAZON CAPITAL SERVICES	I-14PH-9KFW-PDY3	101-4221-434	MACHINERY/EQU 8 HELMETS(PPE GRANT)-FIRE DPT	000000	1,799.60
		I-1YNG-7GNN-XMGL	101-4221-434	MACHINERY/EQU LED LIGHTS, SPOTLIGHTS-FIRE DPT	000000	510.97
01-4821	MACQUEEN EMERGENCY	I-P30315	101-4221-422	PROFESSIONAL ANNUAL TEST-SCBA, FACEPIECES/FD	000000	1,687.50
01-5077	PATRIOT FIRE & SAFETY I	I-INV-2268	101-4221-422	PROFESSIONAL TESTING - LADDER 5 / FIRE DEPT	000000	1,005.95
		I-INV-2270	101-4221-422	PROFESSIONAL TESTING-ENG#1 / FIRE DEPT	000000	552.68
		I-INV-2271	101-4221-422	PROFESSIONAL TESTING - ENG#2 /FIRE DEPT	000000	291.96
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 7,179.69
01-1003	VERIZON WIRELESS	I-9963817760	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA	I-001708842323	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4711	AMAZON CAPITAL SERVICES	I-1QFG-R73H-7FFQ	101-4232-426	SUPPLIES FILE FOLDER LABELS - BI	000000	30.36
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 63.93
01-0578	TWIN CITY HARDWARE & LU	I-2404-295057	101-4310-426	SUPPLIES U POST-HD FELT PAD/STRTS	000000	39.97
		I-2404-295329	101-4310-426	SUPPLIES CORD PLUG-CONNECTOR/STRTS	000000	23.96
		I-2404-295533	101-4310-426	SUPPLIES HOT DIPPED PAIL/STRTS	000000	16.99
		I-2405-296464	101-4310-426	SUPPLIES SOLDERING GUN KIT/STRTS	000000	44.99
		I-2405-296791	101-4310-426	SUPPLIES (2) GL CLNR DEGREASER/STRTS	000000	25.98
		I-2405-297070	101-4310-426	SUPPLIES RETR RATCHETT STRAP/STRTS	000000	34.99
		I-2405-297790	101-4310-426	SUPPLIES THREADED RODS/STRTS	000000	119.94
		I-2405-297843	101-4310-426	SUPPLIES CHANNEL-NUT-FLAT WASHER/STRTS	000000	135.96
		I-2405-297912	101-4310-426	SUPPLIES (4) 45 DEGREE PVC ELBOW/STRTS	000000	35.96
		I-2405-297995	101-4310-426	SUPPLIES (2) MAGNETIC CLIPS/STREETS	000000	13.98
		I-2405-298046	101-4310-426	SUPPLIES MSR-PLYWOOD CDX-EXT SCREW/STRT	000000	75.46
		I-2405-298466	101-4310-426	SUPPLIES (2) U POST/STREETS	000000	17.98
		I-2405-298958	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	5.34
		I-2405-299181	101-4310-426	SUPPLIES FASTENERS MISC/STRTS	000000	77.10

PACKET: 06652 COMBINED - 6/4/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 310 STREETS  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2405-299251	101-4310-426	SUPPLIES FASTENERS MISC/STRTS	000000	47.40
		I-2405-299254	101-4310-426	SUPPLIES (3) BAGS AWG CONNECTOR/STRTS	000000	26.97
01-0782	JACOBS PRECISION WELDIN					
		I-31135	101-4310-426	SUPPLIES 1/8" X 3" FLAT BAR X 10'/STRTS	000000	22.50
01-1003	VERIZON WIRELESS					
		I-9963817760	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1171	A & B BUSINESS SOLUTION					
		I-IN1158201	101-4310-426	SUPPLIES CONTRACT BASE RATE/STRTS	000000	79.26
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-249020	101-4310-426	SUPPLIES LIGHT BAR MOUNTING PLATE/STRTS	000000	240.23
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0683827	101-4310-425	REPAIRS BELT/STREETS	000000	453.98
01-1493	SANITATION PRODUCTS, IN					
		I-89222	101-4310-426	SUPPLIES PRO STRIP BROOM-WIRE SETS/STRT	000000	1,091.42
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40330	101-4310-426	SUPPLIES FLOWERS - ADMIN.APPREC.DAY	000000	45.00
01-1653	STURDEVANT'S AUTO PARTS					
		C-832030298	101-4310-426	SUPPLIES ANTENNA-IMPACT UNIV/STRTS	000000	9.00-
		I-832029623	101-4310-426	SUPPLIES ANTIFRZ-DEXCOOL-DOOR TOOL/STRT	000000	40.92
		I-832029627	101-4310-426	SUPPLIES BLK PUSH TYPE RETAIN/STRTS	000000	4.24
		I-832029812	101-4310-426	SUPPLIES 16 GA 4 CND PRL-CONNECTOR/STRT	000000	27.49
		I-832029840	101-4310-426	SUPPLIES TIRE GAUGE-US 440 SERIES/STRTS	000000	37.97
		I-832029997	101-4310-425	REPAIRS PRIME DEXCOOL-HVAC ACTU/STRTS	000000	70.97
		I-832030003	101-4310-425	REPAIRS ANTENNA/STREETS	000000	17.99
		I-832030173	101-4310-425	REPAIRS TRIGGER START MICRO/STRTS	000000	36.97
		I-832030492	101-4310-426	SUPPLIES STEERING WHEEL KNOB/STRTS	000000	22.21
01-2715	SPEARFISH BUILDING & SU					
		I-54723	101-4310-426	SUPPLIES (9) INSLX TRAFFIC YELLOW/STRTS	000000	1,106.55
01-3877	MUTUAL OF OMAHA					
		I-001708842323	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.03
01-4037	SCHMIDT, CHRIS					
		I-859384	101-4310-425	REPAIRS REMOVE-REPLACECONC STORM/STRTS	000000	1,875.00
01-4631	CAPFIRST EQUIPMENT FINA					
		I-32603	101-4310-434	MACHINERY/EQU 2 - 2019 CAT 938M LOADERS/STS	000000	36,882.10
01-4711	AMAZON CAPITAL SERVICES					

PACKET: 06652 COMBINED - 6/4/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1KDL-PT11-NNRR	101-4310-426	SUPPLIES HONEY/STREETS	000000	11.41
				DEPARTMENT 310 STREETS	TOTAL:	42,865.98
01-0563	RCS CONSTRUCTION					
		I-202321-PAY APP#8	101-4520-422-01	PROF SERV- FE PAY APP#8 - WHTWD CRK RESTOR	000000	967,825.92
01-0578	TWIN CITY HARDWARE & LU					
		I-2405-297417	101-4520-426	SUPPLIES CXC 90D ELBOW/PARKS	000000	6.99
		I-2405-297635	101-4520-426	SUPPLIES (4) ALL PURPOSE GARDEN SOIL/PA	000000	30.36
		I-2405-297696	101-4520-426	SUPPLIES PUTTY KNIFE-ACRYL CAULK/PARKS	000000	11.48
		I-2405-299200	101-4520-426	SUPPLIES (6) TOP SOIL /PARKS	000000	17.94
01-1171	A & B BUSINESS SOLUTION					
		I-IN1158202	101-4520-422	PROFESSIONAL CONTRACT BASE RATE/PARKS	000000	153.42
01-1502	BLACK HILLS CHEMICAL					
		I-268772	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
		I-269721	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
		I-269722	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
		I-269723	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
		I-269724	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
		I-269725	101-4520-426	SUPPLIES (12) 45 GAL GARBAGE BAGS/PARKS	000000	477.12
01-1567	TENNANT SALES & SERVICE					
		I-920426049	101-4520-425	REPAIRS BRUSH SWP 45L 08DR PYP/PARKS	000000	651.30
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40330	101-4520-426	SUPPLIES FLOWERS - ADMIN.APPREC.DAY	000000	45.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-032030315	101-4520-426	SUPPLIES (4) FLOOR DRY 24 QT/PARKS	000000	47.96
		I-832030229	101-4520-425	REPAIRS OIL-AIR FILTERS-5W30-SCENT/PAR	000000	86.84
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-1802250	101-4520-425	REPAIRS SERVICE STIHL FS 250/PARKS	000000	19.00
		I-1-1802251	101-4520-425	REPAIRS SRVC-REPAIR STIHL FS 131/PARKS	000000	51.87
		I-1-1802252	101-4520-425	REPAIRS SERVICE STIHL FS 131/PARKS	000000	80.79
01-3060	QUIK SIGNS					
		I-45707	101-4520-422-01	PROF SERV- FE TRAILHEAD SIGN/FEMA PROJECT	000000	53.93
01-3094	BOMGAARS					
		I-05/16/24 STATEMENT	101-4520-426	SUPPLIES RED MULCH-SQUARE SHOVELS/PARKS	000000	431.98
01-3877	MUTUAL OF OMAHA					
		I-001708842323	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD					
		I-037323	101-4520-425	REPAIRS COPPER COUPLE-ELBOW/PARKS	000000	10.78
		I-037345	101-4520-425	REPAIRS CMPLT TOILET ELNG WHT/PARKS	000000	197.99
		I-037364	101-4520-425	REPAIRS SUP LINE-NIPPLE-COUPLE/PARKS	000000	140.26
01-4036	SCOTT PETERSON MOTORS O					
		I-6012095/1	101-4520-425	REPAIRS OIL CHANGE-OIL FILTER/PARKS	000000	124.20
01-4204	COMPLETE CONCRETE, INC.					
		I-PAYAPP#1-PH2-5/31/	101-4520-422-01	PROF SERV- FE PAY APP#1-WHTWD CRK-PHASE II	000000	28,429.46
01-4345	ULINE					
		I-177974310	101-4520-426	SUPPLIES GLOVES-SORBENT-39 GA/PARKS	000000	231.92
01-5069	MICROSOFT					
		I-G046534165	101-4520-426	SUPPLIES AZURE	000000	280.97
01-5122	CONNELL EQUIPMENT LEASI					
		I-1270177	101-4520-434	MACHINERY/EQU 2024 PYMT 2023 SWEEPER/PARKS	000000	16,787.65
DEPARTMENT 520 PARKS					TOTAL:	1,018,623.63
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40330	101-4640-426	SUPPLIES FLOWERS - ADMIN.APPREC.DAY	000000	90.00
01-3877	MUTUAL OF OMAHA					
		I-001708842323	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-5069	MICROSOFT					
		I-G046534165	101-4640-428	UTILITIES AZURE	000000	280.97
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	377.57
FUND 101 GENERAL FUND					TOTAL:	1,131,269.38

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN1158513	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	73.03
01-3877	MUTUAL OF OMAHA	I-001708842323	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-4711	AMAZON CAPITAL SERVICES	I-1CRJ-MY6W-K663	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	158.10
		I-1CRJ-MY6W-K663	206-4550-426	SUPPLIES OFC.SUPPLIES - LIBRARY	000000	98.64
		I-1CRJ-MY6W-K663	206-4550-424	PROGRAMMING PROGRAM SUPPLIES - LIBRARY	000000	75.59
DEPARTMENT 550 LIBRARY					TOTAL:	409.65
FUND 206 LIBRARY FUND					TOTAL:	409.65



PACKET: 06652 COMBINED - 6/4/24  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0545	LYNN'S DAKOTA MART					
		I-001000040749	209-4510-426	SUPPLIES (3) FOLGERS COFFEE/REC CENTER	000000	41.52
01-0578	TWIN CITY HARDWARE & LU					
		I-2405-296278	209-4510-426	SUPPLIES ULTRA CLEAR FLX SLNT/REC CENTE	000000	21.98
01-1502	BLACK HILLS CHEMICAL					
		I-268805A	209-4510-426	SUPPLIES ZOGICS WELLNESS WIPES/REC	000000	210.00
		I-269407	209-4510-426	SUPPLIES FOAM-GLASS CLNR-GARB BAGS/REC	000000	262.44
		I-269407A	209-4510-426	SUPPLIES GLASS CLNR-GARBAGE BAGS/REC	000000	79.92
		I-270180	209-4510-426	SUPPLIES WAX LINER-NITRILE GLOVES/REC	000000	124.40
01-1909	AMERICAN RED CROSS TRAI					
		I-22687827	209-4510-422	PROFESSIONAL (5) LIFEGUARDING CERTS/REC	000000	230.00
01-2645	HAWKINS INC					
		I-6760903	209-4510-426	SUPPLIES DELDRUM-AZONE-FOAM OUT/REC	000000	1,024.60
01-3836	MID-AMERICAN RESEARCH C					
		I-0819337-IN	209-4510-426	SUPPLIES (4) BIG BAD ORANGE CLNR/REC	000000	137.23
01-3877	MUTUAL OF OMAHA					
		I-001708842323	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	18.65
01-4125	POOL & SPA CENTER-SPEAR					
		I-5/23/24 INVOICE	209-4510-426	SUPPLIES (2) 75 SQ FT CALDERA FILTER/RE	000000	140.10
01-4711	AMAZON CAPITAL SERVICES					
		I-1J13-M943-CJRG	209-4510-426	SUPPLIES 9 CASE COPIER PAPER/REC CENTER	000000	54.05
01-5248	PRINT MARK-ET					
		I-87714	209-4510-426	SUPPLIES (3000) KEY TAGS/REC CENTER	000000	2,200.93
					DEPARTMENT 510 REC CENTER	TOTAL: 4,545.82
					FUND 209 BED & BOOZE FUND	TOTAL: 4,545.82

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-05/14/2024	211-4630-423	MARKETING	BID #9 FUNDING - OUTLAW SQUARE 000000	30,000.00
				DEPARTMENT 630	BID #9	TOTAL: 30,000.00
				FUND 211	BID #9	TOTAL: 30,000.00

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-05/14/24	212-4630-423	MARKETING BID#8 GROUP SLS BILL LIST-5/11	000000	3,117.99
01-3602	DEADWOOD GAMING ASSOCIA	I-05/28/24	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION - MAY, JUNE	000000	20,000.00
01-4953	MONSTERS OF DESTRUCTION	I-2431	212-4630-423	MARKETING BID #8 SPONSORSHIP	000000	25,000.00
DEPARTMENT 630 BID 8						TOTAL: 48,117.99
FUND 212 BID #8 (Business Improve)						TOTAL: 48,117.99

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0475	DEADWOOD CHAMBER & VISI						
		I-052224	215-4572-215	VISITOR MGMT HISTORY & INFO CNTR	000000	189.56	
		I-052224	215-4572-210	VISITOR MGMT MARKETING	000000	5,870.12	
01-0951	DEADWOOD ALIVE						
		I-1400-24	215-4572-235	VISITOR MGMT MAY 2024	000000	20,000.00	
01-2728	WEST RIVER HISTORY CONF						
		I-051624	215-4572-235	VISITOR MGMT WR HISTORY CONF SPONSORSHIP	000000	500.00	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	26,559.68
01-0451	RUNGE, MIKE						
		I-051124	215-4573-335	HIST. INTERP. BOTANICALS	000000	15.93	
01-2266	MONTANA HISTORICAL SOCI						
		I-043024	215-4573-325	HIST. INTERP. INDIVIDUAL MEMBERSHIP	000000	55.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	70.93
01-2061	SOCIETY OF BLACK HILLS						
		I-041324	215-4575-520	GRANT/LOAN PR CEMETERY ARCHWAY	000000	4,000.00	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	4,000.00
01-1584	FETERL, RONDA						
		I-051724	215-4576-630	PROFES. SERV. PLANTS	000000	106.20	
01-3234	KING APPRAISALS						
		I-24-07	215-4576-600	PROFES. SERV. DWD MTN DVLPRS-BURNHAM ROW	000000	8,300.00	
		I-24-08	215-4576-600	PROFES. SERV. HACA LLC BURNHAM ROW	000000	8,300.00	
		I-24-09	215-4576-600	PROFES. SERV. AUER PROPERTY BURNHAM ROW	000000	8,300.00	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	25,006.20
01-0782	JACOBS PRECISION WELDIN						
		I-31094	215-4577-735	CAPITAL ASSET DAYS 76 CHUTE HINGE REPAIRS	000000	6,204.85	
01-1731	WHEELER LUMBER OPERATIO						
		I-38155	215-4577-735	CAPITAL ASSET WOOD FOR SHOOT REPAIRS	000000	1,361.82	
01-3785	TALLGRASS LANDSCAPE ARC						
		I-2024-054	215-4577-775	CAPITAL ASSET MT MORIAH VISIT, MTNG, CALLS	000000	420.00	
		I-2024-073	215-4577-775	CAPITAL ASSET MT MORIAH SITE VISIT	000000	232.70	
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL:	8,219.37

PACKET: 06652 COMBINED - 6/4/24  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 641 OFFICE HIST. PRES.  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9963817760	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40330	215-4641-426	SUPPLIES FLOWERS - ADMIN.APPREC.DAY	000000	90.00
01-1705	VANWAY TROPHY					
		I-117241	215-4641-426	SUPPLIES PLAQUES FOR POSEY, CARMODY	000000	245.80
01-1725	QUILL CORPORATION					
		I-043024	215-4641-426	SUPPLIES CUPS, SPOONS, FORKS	000000	142.17
01-1827	MS MAIL					
		I-14557	215-4641-423	PUBLISHING MAY NEWSLETTER	000000	728.22
01-3877	MUTUAL OF OMAHA					
		I-001708842323	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4711	AMAZON CAPITAL SERVICES					
		I-1J3G-YD7C-HKMQ	215-4641-426	SUPPLIES COFFEE SUPPLIES, TABLET COVER	000000	104.81
01-5069	MICROSOFT					
		I-G046534165	215-4641-428	UTILITIES AZURE	000000	280.97
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 1,658.38
					FUND 215 HISTORIC PRESERVATION	TOTAL: 65,514.56

PACKET: 06652 COMBINED - 6/4/24

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5244	HECKMAN, KYLE	I-030821	216-1310	DUE FROM OTHE 358 WILLIAMS HECKMAN	000000	8,620.17
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	8,620.17
01-1496	LAWRENCE CO. REGISTER O	I-050824	216-4653-960	CLOSING CO REC MORT 745 MAIN BLAIR	000000	30.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	30.00
			FUND	216 REVOLVING LOAN	TOTAL:	8,650.17

PACKET: 06652 COMBINED - 6/4/24  
VENDOR SET: 01  
FUND : 602 WATER FUND  
DEPARTMENT: 330 WATER  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2405-297657	602-4330-426	SUPPLIES CIRC TESTER-EXT CORD/WATER	000000	35.97
		I-2405-297658	602-4330-426	SUPPLIES 3 PC PVC RAIN SUIT/WATER	000000	21.99
		I-2405-298839	602-4330-425	REPAIRS CLAMP-HOSE BARB-SPRAY HOSE/WTR	000000	21.01
01-1003	VERIZON WIRELESS					
		I-9963817760	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9963817760	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9963817760	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.06
		I-9963817760	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.91
		I-9963817760	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.91
01-1171	A & B BUSINESS SOLUTION					
		I-IN1158201	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	79.25
01-1330	DANR - FISCAL OFFICE					
		I-24INV0000111	602-4330-422	PROFESSIONAL DRINK-SURFACE WATER PROG/WATER	000000	650.00
01-1340	BARCO MUNICIPAL PRODUCT					
		I-IN-249090	602-4330-426	SUPPLIES F150 MOUNTING BRACKET/WATER	000000	472.41
01-1365	SD PUBLIC HEALTH LAB					
		I-10615343	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL					
		I-14557 - A	602-4330-426	SUPPLIES UTILITY MAILING - MAY FOR APR	000000	388.88
01-3736	METERING & TECHNOLOGY S					
		I-INV5316	602-4330-426	SUPPLIES (12) PLAS BARE METERS 5/8/WATE	000000	728.24
01-3877	MUTUAL OF OMAHA					
		I-001708842323	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
01-4711	AMAZON CAPITAL SERVICES					
		I-1KDL-PT11-NNRR	602-4330-426	SUPPLIES DIVERTER DRAIN TARP/WATER	000000	29.99
					TOTAL:	2,894.49
					DEPARTMENT 330 WATER	
					TOTAL:	2,894.49
					FUND 602 WATER FUND	
					TOTAL:	2,894.49

PACKET: 06652 COMBINED - 6/4/24  
VENDOR SET: 01  
FUND : 607 HISTORIC CEMETERIES  
DEPARTMENT: 580 HISTORIC CEMETERIES  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0551	MENARD'S	I-18483	607-4580-425	REPAIRS (2) VORMAX 1.28 TALL EL WHT/MM	000000	458.00
01-0578	TWIN CITY HARDWARE & LU	I-2405-297022	607-4580-425	REPAIRS CONNECTOR-VALVE-COUPPING/MM	000000	12.38
		I-2405-297373	607-4580-425	REPAIRS WHITE ADA TOILET TO GO/MM	000000	294.99
		I-2405-297581	607-4580-425	REPAIRS OSB 4X8 7/16/MT MORIAH	000000	27.99
		I-2405-298439	607-4580-425	REPAIRS DECK-COMPOSITE SHIMS/MT MORIAH	000000	23.98
		I-2405-298472	607-4580-426	SUPPLIES 12 CUP COFFEE MAKER/MM	000000	36.99
		I-2405-298774	607-4580-425	REPAIRS ELBOW-COUPPING-VINYL TUBE/MM	000000	17.60
01-3838	BLUEPEAK	I-05/16/24 INV MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	168.23
		I-05/16/24 INV MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-05/16/24 INV MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60
01-4204	COMPLETE CONCRETE, INC.	I-PAY APP NO 3 FINAL	607-4580-433	IMPROVEMENTS FINAL PAY APP MM IMPROVEMENTS	000000	63,678.70
01-4711	AMAZON CAPITAL SERVICES	I-1DLP-K4H7-9DCM	607-4580-426	SUPPLIES CLOVER RECEIPT PAPER/MT MORIAH	000000	41.99
01-4734	BLACK HILLS DOORS	I-17399	607-4580-422	PROFESSIONAL REMOUNT PHOTO-EYE-SRVC/MM	000000	282.12
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 65,209.44
					FUND 607 HISTORIC CEMETERIES	TOTAL: 65,209.44



PACKET: 06652 COMBINED - 6/4/24  
VENDOR SET: 01  
FUND : 610 PARKING/TRANSPORTATION  
DEPARTMENT: 360 PARKING/TRANSPORTATION  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9963817760	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9963817760	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.73
01-3877	MUTUAL OF OMAHA					
		I-001708842323	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	188.84
01-0578	TWIN CITY HARDWARE & LU					
		I-2404-295366	610-4361-426	SUPPLIES (2) DECK MOPS/TROLLEY	000000	23.98
		I-2405-295757	610-4361-426	SUPPLIES (6) BAGS SOFTENER SALT/TROLLEY	000000	44.94
		I-2405-298412	610-4361-426	SUPPLIES DEICER-SPORT FLT LACE/TROLLEY	000000	19.56
01-1503	BLACK HILLS SPECIAL SER					
		I-35804	610-4361-422	PROFESSIONAL JAN TROLLEY-VEHICLE CLNING/TRO	000000	2,275.00
		I-35805	610-4361-422	PROFESSIONAL FEB TROLLEY CLEANING/TROLLEY	000000	2,275.00
		I-35806	610-4361-422	PROFESSIONAL MARCH TROLLEY CLEANING/TROLLEY	000000	2,500.00
		I-35807	610-4361-422	PROFESSIONAL APRIL TROLLEY CLEANING/TROLLEY	000000	2,300.00
01-3877	MUTUAL OF OMAHA					
		I-001708842323	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000003297041	610-4361-422	PROFESSIONAL APRIL DATA CONNECT SRVCS/TROLL	000000	92.95
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	9,541.33
01-0578	TWIN CITY HARDWARE & LU					
		I-2405-295797	610-4362-426	SUPPLIES MATERIAL BIT-FASTENERS/RAMP	000000	19.71
		I-2405-298998	610-4362-426	SUPPLIES EGG CRATE PANEL/RAMP	000000	53.98
01-3838	BLUEPEAK					
		I-PHONE 05/16/24 RMP	610-4362-428	UTILITIES TELEPHONE 05/20-06/19/24/RAMP	000000	163.03
01-3877	MUTUAL OF OMAHA					
		I-001708842323	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	243.32
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	9,973.49
					REPORT GRAND TOTAL:	1,366,584.99

Date: Wednesday, May 29, 2024  
To: Mutual of Omaha, Kelly Jorgensen  
From: Jessica McKeown  
Re: Broker of Record Change  
Company Name: City of Deadwood,

---

Please be informed that City of Deadwood has named Hub International Great Plains as our Broker of Record on all benefit plans effective immediately.

This letter authorizes HUB International associates to obtain any information that they may require. Please forward all policy and file information as it pertains to our account to:

HUB International Great Plains  
11516 Miracle Hills Drive  
Omaha, NE 68154

This relationship takes effect immediately, and rescinds and supersedes any previous broker-of-record letters, authorization letters, documents, or forms we may have given to others and filed with you.

Sincerely,

Jessicca McKeown, Finance Officer  
City of Deadwood

cc: HUB International, Great Plains

**PARKING LEASE WITH**  
**PETERSON CPA**

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and PETERSON CPA, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "PETERSON".

CITY and PETERSON agree that PETERSON shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Seiver Street under the following terms and conditions:

I.

The term of this lease shall be for one (1) year, to commence on June 1, 2024 and terminate on May 31, 2025. The parties acknowledge and agree that PETERSON, its employees, representatives and invitees may use (3) three parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

PETERSON agrees to pay to CITY as rent the sum of two hundred twenty-five and No/100ths Dollars (\$225.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1<sup>st</sup> day of June, 2024, with payment made the first day of each following month through May, 2025.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that PETERSON is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not PETERSON uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

**III.**

PETERSON and CITY agree that PETERSON shall be assigned specific spaces by CITY on Seiver Street and that such space will be available at all times described above for use by PETERSON.

PETERSON shall be responsible for all costs of signage, CITY shall install all signage. PETERSON agrees to abide by all rules and regulations established by CITY for Seiver Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

**IV.**

PETERSON agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. PETERSON acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Seiver Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to PETERSON vehicles or its contents while parking on Seiver Street. PETERSON agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Seiver Street at its own risk and responsibility.

**V.**

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

**VI.**

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either PETERSON or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 3rd day of June, 2024.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of June, 2024.

Peterson CPA

\_\_\_\_\_  
By: Joe Peterson

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

**PERMANENT DRAINAGE EASEMENT**

THIS EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and Jerome J. Feterl and Ronda K Feterl, 10 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Lots 5, 6 and 7 of the replat of probate lot 140 and U.S.M.S. #1253 into Ryan Addition, located in the SW ¼, Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

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

GRANTOR:

By: Jerome J. Feterl  
Jerome J. Feterl

By: Ronda K. Feterl  
Ronda K. Feterl

ACKNOWLEDGEMENT

STATE OF South Dakota  
SS.  
COUNTY OF Lawrence

On this 23 day of May, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Jerome J. Feterl and Ronda K. Feterl, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



Notary Public Brenda McHudson

My Commission Expires: MY TERM EXPIRES  
**FEBRUARY 28, 2027**

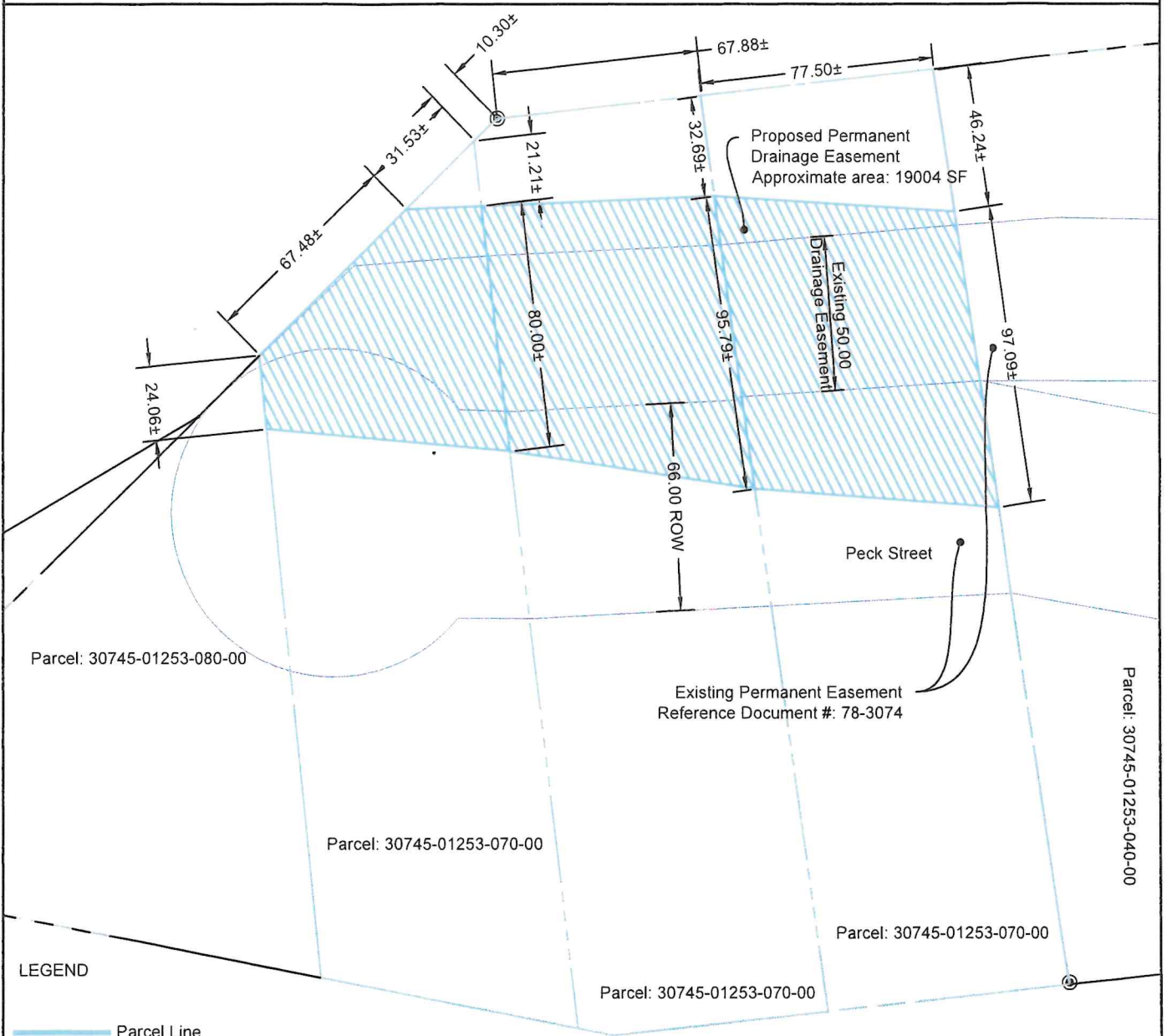


OCTOBER 20 2022





# EXHIBIT 'A'

## PERMANENT DRAINAGE EASEMENT

Ryan Addition Lots 5, 6 & 7 less Street ROW Plat 1978-03074



### LEGEND

-  Parcel Line
-  Easement Line
-  Existing Easement Line
-  Easement Hatch

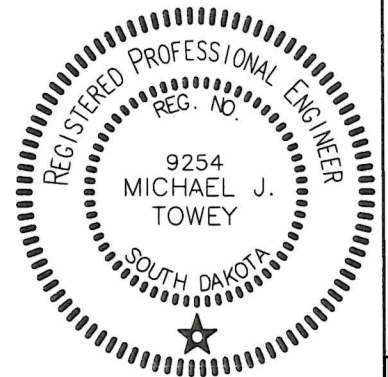
PREPARED BY:



TOWEY DESIGN GROUP, INC.  
14501 13th Street, Suite 100  
Sioux Falls, SD 57105



25' 0 25' 50'  
SCALE: 1" = 50'



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

## CONSTRUCTION AND MAINTENANCE EASEMENT

**THIS EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” Patrick L. Mollman or Rhonda Mollman, 171 Charles Street Deadwood, SD 27732, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall on Lots MK 8 and MK 9.

The real estate subject to the construction and maintenance easement is specifically described and/or depicted as follows:

Lots MK 8 and MK 9 of the Mickelson Trail; Being Portions of School Lots 23 and 24, M.S 207 and Lots 1 and 2, Block 79, O.T. Deadwood; All located in the City of Deadwood, Lawrence County, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access Lots MK 8 and MK 9; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall on Lots MK 8 and MK 9 and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors’ property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above- d e s c r i b e d premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere

with or endanger the construction of the retaining wall, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The Grantee will be responsible for moving the retaining wall in the future should the Grantee decide the property would be necessary along the Mickelson Trail.

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

*[signatures and acknowledgements on following pages]*

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

GRANTORS, LANDOWNERS:

\_\_\_\_\_  
Patrick L. Mollman

\_\_\_\_\_  
Rhonda Mollman

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared Patrick L. Mollman and Rhonda Mollman who acknowledged that they are the owner of above referenced property and executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

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

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth, Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA    )  
  )SS  
COUNTY OF LAWRENCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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

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



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

## **MEMORANDUM**

---

**Date:** May 24, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
Bonny Anfinson, Program Coordinator  
**Re:** First Baptist Church Not for Profit Grant Request

---

The First Baptist Church has submitted a Not-for-Profit grant to replace the exterior sign. The total cost of this project is \$9,422.86.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. In the last five years they have received \$33,890 in grant funds, leaving \$16,110 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Historic Preservation Commission reviewed this request at their May 22, 2024 meeting and recommended approving the grant request to the First Baptist Church in the amount of \$9,422.86 for replacing the exterior sign.

**RECOMMENDATION:** Move to approve the Not-For-Profit grant to the First Baptist Church in the amount of \$9,422.86 for replacing the exterior sign as requested.

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



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

## **MEMORANDUM**

---

**Date:** May 24, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
Bonny Anfinson, Program Coordinator  
**Re:** Broken Boot Not for Profit Grant Request

---

The Broken Boot Mine has submitted a Not-for-Profit grant to repair the bathroom doors of the restrooms. The total cost of this project is \$1,075.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. In the last five years they have received \$23,461.36 in grant funds leaving \$26,538.64 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Historic Preservation Commission reviewed this request at their May 22, 2024 meeting and recommend approval.

**RECOMMENDATION:** Move to approve the Not-For-Profit grant to the Broken Boot Mine in the amount of \$1,075 for repairing the restroom doors.

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



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

## MEMORANDUM

---

**Date:** May 24, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
 Bonny Anfinson, Program Coordinator  
**Re:** Grace Lutheran Church Not for Profit Grant Increase

---

The Grace Lutheran Church received a Not-for-Profit grant in January to replace the inappropriate storm windows on the original portion of the church in the amount of \$21,974.00. They have a new Pastor who has moved into the parsonage. Plumbing issues were discovered, and emergency repairs had to be made in the amount of \$1,907.24. They are asking if they can add this repair to their current Not-for-Profit Grant for a total of \$23,881.24. Staff is recommending approval.

The Historic Preservation Commission reviewed this request at their May 22, 2024 meeting and recommend approving the increase to the funding for Grace Lutheran Church for emergency repairs to the parsonage in the amount of \$1,907.24, increasing the grant to \$23,881.24.

***RECOMMENDATION: Move to approve increasing the funding for Grace Lutheran Church for emergency repairs to the parsonage in the amount of \$1,907.24, increasing the grant to \$23,881.24.***



## CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Renee Boen, an independent archaeological contractor, 917 9th St, Rapid City, SD, 57701, (hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to aide and provide professional services for the perpetual care and long-term care of the **CITY**’S archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services hourly at the rate of \$40.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). The **IC** has agreed to track and submit a monthly invoice for their hours for reimbursement of their services. These services will include transportation to and from Deadwood, onsite visits, outside research and development as related to questions and projects brought on by the **CITY**.

Under this agreement, the parties agree that it will be **IC**’S responsibility to provide their own office space and equipment and pay their own social security and insurance.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide professional services as related to the **CITY'S** archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota for the total sum of Five-Thousand Dollars (\$5,000.00) divided out by monthly invoices.

**IC** may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

**IC** shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security,

FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;

2. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
3. **IC** may not subcontract any portion of this contract or any portion of the work;
4. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;
5. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
6. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and

7. This Agreement constitutes the entire agreement of the parties on its subject.

There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessica McKowen  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
RENEE BOEN  
INDEPENDENT CONTRACTOR

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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

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

This Document prepared by:  
 Quentin L. Riggins  
 P.O. Box 8045  
 Rapid City, SD 57709  
 (605) 342-1078

---

### EASEMENT FOR TRAIL ACCESS

IN CONSIDERATION of the construction of the Fuller Brothers Trail and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by grantor, Broken Boot Mine Inc., 767 Main Street, Deadwood, SD 57732 (“Grantor”), owner of the following real property:

August patented lode mining claim, M.S. 1562, located in Section 27, T5N, R3E, B.H.M., Deadwood, South Dakota EXCEPTING there from Lot H1, of M.S. 1940 and M.S. 1562, as shown on that certain plat recorded in the office of the Lawrence County, Register of Deeds in Plat Book 3 Page 26;

AND

The Gottland and Gottland Fraction, Mineral Survey 1562, located in Section 22 and 27, T5N, R3E, B.H.M., Lawrence County, South Dakota, comprising 15.62 acres, more or less, less any and all encumbrances and easements of record;

AND

The Bergen & Bergen Fraction, Mineral Survey 1940, located in Section 22 and 27, T5N, R3E, B.H.M., Lawrence County, South Dakota, comprising 19.02 acres more or less, less easements and encumbrances of record.

(“The Servient Tenement”), hereby GRANTS AN EASEMENT to the City of Deadwood (“Grantee”) over and upon the Servient Tenement, upon the following terms and conditions:

1. Purpose. Grantor grants a temporary easement in the Servient Tenement to Grantee, its Agents and employees, with necessary equipment, as follows:

1. For trail access only to a portion of the Fuller Brothers Trail.

2. Term. The term of the easement granted herein is temporary and for only so long as is necessary to complete the Firewise forest management services outlined herein.

3. Liability. Grantee does not, by this Easement, assume any responsibility or liability by granting free public access for outdoor recreational purposes, except as provided by SDCL 20-9.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Broken Boot Mine Inc.

By \_\_\_\_\_ (name)

Its \_\_\_\_\_

STATE OF \_\_\_\_\_  
SS.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, satisfactorily proven to me to be the \_\_\_\_\_ of Broken Boot Mine, Inc.

WITNESS my hand and official seal.

(SEAL)

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

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

## AGREEMENT TO EXECUTE EASEMENT

**THIS AGREEMENT TO EXECUTE EASEMENT** is made and entered into this \_\_\_\_\_ day of May, 2024, by and between, Broken Boot Mine, Inc., a South Dakota Nonprofit Corporation, which address is 1200 Pioneer Way, Deadwood, SD 57732-1015 **“GRANTOR,”** and City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, hereinafter referred to as **“GRANTEE.”**

Grantor, agrees to execute an easement in favor of Grantee upon the following terms:

1. That the easement will be for trail access to a portion of the Fuller Brothers Trail (hereinafter “the Trail”) as constructed to specifications set forth by the United States Forest Service as set forth on Exhibit A, attached hereto.
2. That the easement will be for trail access only and will not be marketed or advertised to the public as a trail head by Grantee or any trail committee.
3. That Grantor reserves the right to prohibit trail users from utilizing its parking lot and restrooms.
4. That Grantee will work with Grantor in good faith to develop a mutually agreed upon solution to problems encountered by Grantee following construction of the Trail.
5. That upon completion of the Trail if Grantee identifies any safety concerns, a fence will be installed using materials similar to the Deadwood Fencing style used throughout the City.
6. Grantee agrees that within six months following completion of the Trail it will install signage and a trail map showing proper access, trail rules, etc.
7. Grantee shall reclaim any disturbed sections of the topography visible from the parking lot including reseeding of the disturbed areas.
8. If Grantor determines the trail or trail users are adversely affecting the operation of the Broken Boot Mine and corrective measures are necessary, the Grantee will be responsible for any or all costs.
9. The Grantor will be listed as covered on Grantee’s liability insurance.
10. Grantor agrees to indemnify and hold the Grantee, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Grantor to be responsible for or defend against claims or damages arising solely from errors or omissions of the Grantee, its officers, agents or employees.
11. A fence will be placed around the erosion spot with signage stating, “Unsafe Area” or “Erosion Area – Not Safe”.

In consideration of these terms, Grantee agrees to execute the easement attached hereto as Exhibit B.



GRANTOR:

By: \_\_\_\_\_  
Broken Boot Mine, Inc  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
SS.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public, duly  
commissioned and qualified in and for said county and state, personally came  
\_\_\_\_\_, satisfactorily proven to me to be the \_\_\_\_\_ of  
Broken Boot Mine, Inc.

WITNESS my hand and official seal.

(SEAL)

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

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

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

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

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**RCI**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Rogers Construction Inc., with its principal place of business located at 722 14<sup>th</sup> Street, Sturgis, South Dakota 57785, hereinafter referred to as “RCI”.

**WHEREAS**, RCI; has agreed to perform specific tasks concerning the reconstruction of the Welcome Center Trail, for a total sum not to exceed Six Hundred Ninety-Eight Thousand Five Hundred and 00/100ths dollars (\$698,500.00); and

**WHEREAS**, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which RCI shall perform the services outlined below for the reconstruction of the Welcome Center Trail; and

**WHEREAS**, the CITY has accepted the proposal from RCI and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
3. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
4. RCI shall comply with all local and state laws relating to workmen’s compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
5. RCI agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or

executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of RCI in connection with this agreement or services performed or materials provided pursuant to this contract;

- 6. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
- 7. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to RCI;
- 8. RCI shall be paid in an amount not to exceed Six Hundred Ninety-Eight Thousand Five Hundred and 00/100ths dollars (\$698,500.00), for work completed unless change orders are agreed upon in writing by both parties;
- 9. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DEADWOOD

ATTEST:

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

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

RCI

By: \_\_\_\_\_  
James Rogers

Its: President/Owner

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared James Rogers, the President/Owner of RCI, the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

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

101.4210.424  
[Signature]



# Invoice

205 N High St  
PO Box 14  
Baxter IA 50028  
United States  
641-227-2222  
sales@keltekinc.com

#9259  
INSTALLATION RECORD:  
UNINSTALL RECORD:

10/05/2023

**Bill To**  
James Olson  
Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

**Ship To**  
Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

## AMOUNT DUE

# \$4,377.12

Terms	Due Date	PO #	Sales Rep	Customer No.	Primary Contact	Ship Method	Related #
Net 30	11/04/2023	Phone Authorization	Andrew Ketcham	3,163	Jim Olson	Bestway	Sales Order #7470 Estimate #4692

Item	Description	Quantity	MSRP	Discount	Unit Price	Amount
<b>CONTACT</b>	Jim Olson 605-578-2623 jamesolson@cityofdeadwood.com					
<b>MOBILE PRINTER</b>						
<b>PJ822</b>	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	6	\$435.00	7.75%	\$401.29	\$2,407.74
<b>MOBILE PRINTER MOUNTING</b>						
<b>C-ARPB-1038</b>	Brother PocketJet Printer Mount with Side Mounted Flip-Up Armrest	6	\$498.00	36.5%	\$316.23	\$1,897.38

<b>Subtotal</b>	\$4,305.12
<b>Tax (%)</b>	\$0.00
<b>Shipping Cost</b>	\$72.00
<b>Total</b>	\$4,377.12
<b>Payment/</b>	-\$0.00
<b>Credit Applied</b>	
<b>Amount Due</b>	\$4,377.12

Return Policy: <https://www.keltekinc.com/return-policy/>  
State Contracts: <https://www.keltekinc.com/state-contract/>  
Service Rates: <https://www.keltekinc.com/service/>





# BID PROPOSAL

BID PROPOSAL PO Box 471 Sturgis, SD 57785

JOSH 490-2254 legendaryelectric365@gmail.com  
 LABAN 499-9332

**CUSTOMER**  
 City of deadwood

**ESTIMATE NO**  
 108

**DATE**  
 5/17/2024

**ADDRESS**  
 875 main street

**CITY/STATE/ZIP**  
 Deadwood, SD, %7785

**PHONE**

**E-MAIL**  
 Lomie@cityofdeadwood.com

**SALESPERSON**  
 Daniel Meirose

**PROJECT**  
 Move service on main street

**PREPARED BY:**  
 Daniel Meirose

**ATTENTION**  
 Lornie Stalder

**PAYMENT TERMS**  
**Payment Due upon completion**  
**DUE DATE**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	new metal rigid stand		
1	wiring permit		
1	trench for new power and refeeding existing lights		
1	grounding per code		
1	highway rated junction box at old power location		

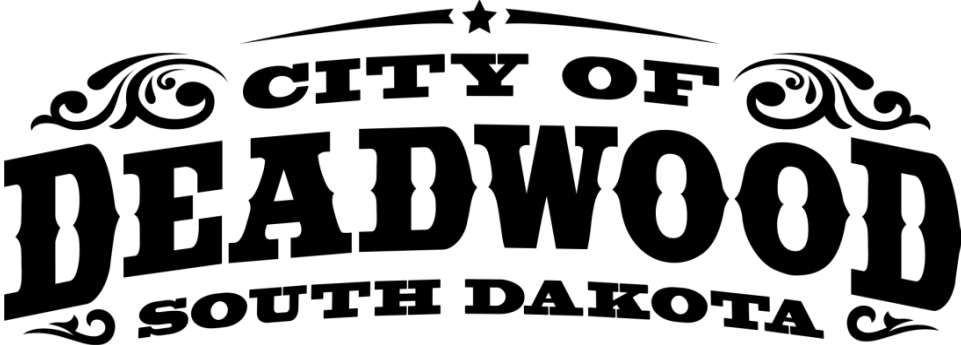
	SUBTOTAL	<b>\$3,250.00</b>
	TAX RATE	<b>2.04%</b>
	EXCISE TAX	<b>\$66.30</b>
	OTHER	
	<b>TOTAL</b>	<b>\$3,316.30</b>

**THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:**  
 THIS PROPOSAL DOES NOT INCLUDE ANY TRENCHING, DIGGING, CUTTING, PATCHING AND ANY POWER COMPANY FEES

Sign Below to Accept Quote:

Authorized Rep

Date



## Event Complex Rental and Use Agreement

Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

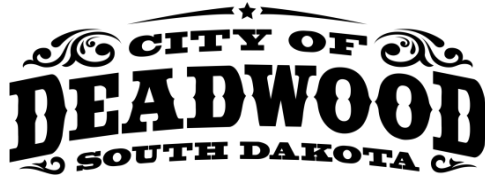
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and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

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



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Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

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

**Contact Information:**

Name of Applicant: \_\_\_\_\_

Business/Organization: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**Dates Event Complex requested:**

Set up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Clean-up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

# Deadwood Event Complex Rental and Use Agreement

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

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

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

**Ticketed Events:**

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

**Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.**  
**Damage Deposit (Refundable):** \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol),  
**which includes a \$250 non-refundable administrative fee.**  
**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies.**  
**A Streaming Fee of \$250 per Event applies IF USED.**  
**Deposit must be received before application can be approved.**  
**City reserves the right to bill for additional fees if damages exceed deposit amount.**  
**Key Deposit (One Key or All Keys) (Refundable): \$100.00**  
 Please read the Use Guidelines for cancellation and reservation policies.

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

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

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

**Office Use Only:**

Date Fees Paid: \_\_\_\_\_ Date Deposit Paid: \_\_\_\_\_

Fees Still Owed: \_\_\_\_\_

## Acknowledgement of Use Rules and Regulations

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

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

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

Initials \_\_\_\_\_

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials \_\_\_\_\_

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

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

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

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

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



## Event Sponsor – Release and Indemnification Agreement

***This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.***

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

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Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

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*Initials* \_\_\_\_\_

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO \_\_\_\_\_

*Initials* \_\_\_\_\_

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

*Initials* \_\_\_\_\_

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

*Initials* \_\_\_\_\_

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

Initials \_\_\_\_\_

F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials \_\_\_\_\_

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials \_\_\_\_\_

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials \_\_\_\_\_

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials \_\_\_\_\_

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

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

---



---

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

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

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

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

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

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

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

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

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

## City of Deadwood Building Rental Rules

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

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

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

**I have read and understand these rules.**

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

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

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

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

**I have read and understand these rules.**

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

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

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

## Responsibilities to and of the Concessionaire

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

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

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

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

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

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

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

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

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

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

Dates/Times Alcohol will be served: \_\_\_\_\_

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Business name who will be serving: \_\_\_\_\_



## Liquor Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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

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## General Business within the Event Complex

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

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

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

## Event Complex Sign and Banner Policy

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

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

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

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

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

## City of Deadwood Equipment and Services

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

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

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

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

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

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: \_\_\_\_\_

### Requirements (If first time renter):

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

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

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

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

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

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

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I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

**RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.**

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

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

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

Daytime Phone Number: \_\_\_\_\_

Date of your Event(s): \_\_\_\_\_ Group/Event Name: \_\_\_\_\_

**NOTICE OF PUBLIC HEARING  
APPLICATION OF RETAIL (ON-OFF SALE) MALT BEVERAGE  
FOR DEADWOOD OUTFITTERS & TIPSY BUFFALO BAR**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 3, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Retail (on-off sale) Wine and Cider License:**

Deadwood Outfitters & Topsy Buffalo Bar, 653 Main Street, Lot 13, Block 16, Original Town Deadwood, Lawrence County, South Dakota.

Notice is further given that any person, persons, or their Attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of this application.

Dated this 20th day of May, 2024

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – May 23, 2024

For any public notice that is published one time:

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

**NOTICE OF PUBLIC HEARING  
FOR OUTDOOR SITTING  
STREET CLOSURE**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 3, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure Request:**

Gold Street: Close Gold Street between Main Street and Broadway Alley from June 4 to October 12, 2024. Broadway alley will be one way from Wall Street to Shine Street.

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

Dated this 20th day of May, 2024.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 23, 2024

For any public notice that is published one time:

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



**CITY OF DEADWOOD  
ORDINANCE 1398**

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

**SECTION 1:**        **AMENDMENT** “5.04.090 License Fees” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.04.090 License Fees

Annual License Type	Initial Fee	Renewal Fee
Retail (on-off sale) malt beverage (RB) and Retail (on-off sale) South Dakota farm wine	\$300.00	\$300.00
On Premises Retail (on-sale) liquor license (RL)	\$1,500.00	\$1,500.00
Package (off-sale) liquor license (PL)	\$500.00	\$500.00
Retail (on-off sale) wine license (RW)	\$500.00	\$500.00
Convention facility (on-sale) license (CL)	\$100,000.00	\$1,500.00
<u>Convention Center Package (off-sale) Liquor License (CPL)</u>	<u>\$100,000.00</u>	<u>\$1,500.00</u>
Retail (on-sale) liquor - restaurant	\$100,000.00	\$1,500.00
Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer	\$100 per day not to exceed 15 consecutive days	All fees related to Special Alcohol Beverage License are listed in the city fee schedule which is set and amended by resolution.

All fees not otherwise specifically set by this section may be set by resolution of the Deadwood City Commission.

(Ord. 1309 (part), 2020; Ord. 1275 (part), 2018; Ord. 1225 (part), 2015)

**SECTION 2: AMEND IN ITS ENTIRETY** “5.04.110 Additional Convention Facility On-Sale License Procedures” of the Deadwood Municipal Code is hereby *amended in its entirety* as follows:

AMEND IN ITS ENTIRETY

5.04.110 Additional Convention Facility On-Sale License Procedures

- A. Pursuant to SDCL 35-4-11.11, the commission may issue up to five (5) additional off-sale licenses to hotel-motel convention facilities and may issue up to twelve (12) additional convention facility on-sale licenses to hotel-motel convention facilities.
- B. A hotel-motel convention facility as used in this section is a facility that, in a bona fide manner, is used and kept open for the hosting of large groups of guests for compensation which has at least fifty (50) rooms which are suitable lodging accommodations and convention facilities with seating for at least one hundred fifty (150) persons.
- C. In a locally designated history district, and license created by this section ~~shall be~~ is available to buildings subject to rehabilitation and restored according to the U.S. Department of the Interior standards for historic preservation projects codified in C.F.R. Part 67 as of January 1, 1994. ~~Such a~~ The rehabilitation project ~~shall~~ must have at least thirty (30) rooms that are suitable for lodging accommodations.
- D. The applicant must have completed City of Deadwood application for convention center liquor license and received all prior required approvals under city ordinances required from the planning and zoning commission, historic preservation commission, plan review by city building inspector and city commission prior to approval for this license.
- E. Approval of the license shall be withdrawn and cancelled if the building permit for the convention center facility is not requested and issued within three (3) months of the approval of the application.
- F. The convention center license will not be issued for use until the completion of the facility and issuance of a certificate of occupancy by the city building inspector for the convention center facility.
- G. The fee for a license issued pursuant to this section shall be one hundred thousand dollars (\$100,000.00), fifty thousand dollars (\$50,000.00) of which shall be paid at the time of the issuance of the building permit and the balance in the amount of fifty thousand dollars (\$50,000.00) to be paid upon completion of the facility, public hearing and issuance of the certificate of occupancy. The license fee shall be for each off-sale license and each on-sale license issued to a hotel-motel convention facility.
- H. Additional procedures for obtaining this license may be set out in resolution by the city commission, and does not prevent the commission from adding criteria or amending said resolution.

(Ord. 1225 (part), 2015)

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
David Ruth Jr., Mayor, City of  
Deadwood

\_\_\_\_\_  
Jessica McKeown, Finance Officer,  
City of Deadwood

**CITY OF DEADWOOD**  
**ORDINANCE ORD. #1400 AMENDING TITLE 10 VEHICLES AND TRAFFIC**

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

**SECTION 1:            AMENDMENT** “10.20.030 Skateboards, Rollerblades And Other Such Devices” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10.20.030 Skateboards, Rollerblades And Other Such Devices

- A. No person shall ride upon, operate, perform or attempt to perform, acrobatic stunts using a skateboard, multi-passenger quadricycle, or other device propelled by the human power of the rider upon any street, parking lot or other public place or upon any private property so designated in the area bounded by the centerline of Williams Street on the west, the centerline of Burnham Street on the north, the eastern edge of Railroad Street traveling to the eastern edge of Miller Street and then to the eastern edge of North Street on the east, the centerline of Cemetery Street extending to the eastern bank of Whitewood Creek and then north to Pine Street further traveling west to the western edge of Main Street and then north to the southern edge of Shine Street traveling west and intersecting with the centerline of Williams Street.
- B. Nothing herein shall prohibit the operation of bicycles or wheelchairs in accordance with applicable law, nor shall it prohibit the use of skateboards, multi-passenger quadracycles, or other devices propelled by human power in the course of a parade authorized by the chief of police or in a designated area.

(Ord. 1038, 2005; prior code § 30-402)

**SECTION 2:            AMENDMENT** “10.04.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10.04.010 Definitions

As used in this title:

"Authorized emergency vehicles" means fire department vehicles, police vehicles and such ambulances and emergency vehicles of municipal departments or public service corporations as are designated or authorized by the chief of police.

“Crosswalk” means that portion of a roadway ordinarily included within the prolongation of curb and property lines at intersections, or any other portion of a roadway clearly indicated for pedestrian crossing by lines or other marking on the surface.

“Curb” means the extreme edge or lateral boundary of a roadway, whether or not marked by curbing.

“Double parking” means the parking of a vehicle alongside another vehicle parked at the curb.

“Diagonal parking” means parking whereby a vehicle is drawn up to the curb, gutter or sidewalk on the right-hand side of the street at an angle of forty-five (45) degrees with the curb line thereof; within six inches of the curb, gutter or sidewalk of the street and at least one foot from any other vehicle.

“Highway or street” means every way or place of whatever nature set apart for the use of vehicles or motor vehicles, including alleys, roads, avenues and public highways.

“Intersection” means the area embraced within the prolongation of the lateral curb lines, or if none, then of the lateral boundary lines of two or more streets or highways which join one another at an angle, whether or not one such street or highway crosses the other; but such area in the case of the point where an alley and street meet shall not be deemed an intersection.

“Loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

"Multi-passenger quadricycle" means a vehicle equipped with fully operative pedals for propulsion by means of human muscular power exclusively which contains one or more of the following:

- (1) Equipped with at least four wheels and is operated in a manner similar to a bicycle;
- (2) Equipped with at least five seats for passengers;
- (3) Designed to be operated by a driver, who may use an assist-motor capable of propelling the vehicle in conjunction with human muscular power;
- (4) Operated for commercial purposes within a municipality;
- (5) Equipped with a steering wheel that gives the driver exclusive control of the direction of the vehicle;
- (6) Equipped with at least one tail lamp in accordance with § 32-17-12;
- (7) Equipped with at least one stop lamp in accordance with § 32-17-8.1;
- (8) Equipped with at least two headlamps with one on each side of the front of the vehicle; and
- (9) Equipped with a rear vision mirror in accordance with § 32-15-8.

“Operator or driver” means any person in actual physical control of a vehicle.

“Owner” means any person holding legal title to a vehicle or any lessee under a written lease for more than thirty (30) days.

“Parallel parking” means parking whereby a vehicle is drawn up parallel to the curb, gutter or sidewalk on the right hand side of the street, within one foot of the curb, gutter or sidewalk of the street, and at least three feet from the front or rear of any other vehicle.

“Parking” means the standing of a vehicle, whether occupied or not, upon a roadway or street otherwise than temporarily for the purpose of and during the actual operation of loading or unloading, or in obedience to traffic regulations or traffic signs or signals.

“Person” means every natural person, firm, partnership, association or corporation.

“Private road or driveway” means every road or driveway not open to the public for vehicular travel.

“Right-of-way” means the privilege of the immediate use of the street or highway.

“Roadway” means that portion of a street between the regularly established curb lines or that part devoted to vehicular traffic.

“Traffic control signal” means any device using colored lights, words or any combination thereof; whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed.

(Prior code § 30-100)

**SECTION 3:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect from \_\_\_\_\_ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
David Ruth Jr., Mayor, City of  
Deadwood

\_\_\_\_\_  
Jessica McKeown, Finance Officer,  
City of Deadwood



**Albertson Engineering Inc.**

605-343-9606

[www.albertsonengineering.com](http://www.albertsonengineering.com)

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

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

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

**CONSTRUCTION CHANGE ORDER NO. 5**

Project: Whitewood Creek Restoration – Bid Package 1

AEI Project #: 2020-096.1

Owner: City of Deadwood

Engineer: Albertson Engineering Inc.

Contract Date: August 1, 2023

Date of Issuance: 5/29/2024

Issued to: RCS Construction, PO BOX 9337, Rapid City, SD 57709

Distribution to:  Owner  Engineer  Contractor

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

As per the following documents:

1. Cost Proposal #13 by RCS Construction, \$17,191.00.
  - o Scope of work is generally to remove and replace 326 feet of Mickelson Trail asphalt surface.

---

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

---



**CONTRACT STATUS:**

The Original Contract Sum	\$7,575,000.00
Net Change by Previously Authorized Change Orders	\$ 104,462.91
Contract Sum Prior to This Change Order	\$7,679,462.91
Contract Sum Increase Per This Change Order	\$ 17,191.00
New Contract Sum Will Be	\$7,696,653.91

The Contract Time will be adjusted (Site 2B only). The project schedule is:

Site 1C & 2A:

May 26, 2024 – Substantial Completion  
June 16, 2024 – Final Completion

Site 2B:

June 19, 2024 – Substantial Completion\*\*\*  
July 10, 2024 – Final Completion\*\*\*

Site 3A:

December 1, 2024 – Substantial Completion  
December 15, 2024 – Final Completion

Site 3B:

March 15, 2024 – Site available to Contractor  
October 7, 2024 – Substantial Completion  
October 21, 2024 – Final Completion

\*\*\* see commentary on Change Order No.3. City and Design Team recognize additional time was requested and it appears Contractor will be at substantial completion within the next 2-3 weeks. As such, 3 additional weeks have been added.



**AUTHORIZED SIGNATURES**

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

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Contractor (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**CITY OF DEADWOOD**


**RCS CONSTRUCTION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

  
\_\_\_\_\_  
Engineer (Signature)

Jared Schippers, PE, Principal  
\_\_\_\_\_  
(Printed name and title)

**ALBERTSON ENGINEERING INC.**

5/29/2024  
\_\_\_\_\_  
Date

[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
\_\_\_\_\_  
Email





May 20, 2024

Jared Schippers, PE  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
 Albertson Engineering Inc.  
 3202 West Main Street, Suite C  
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD  
 Sites 1C, 2A, 2B, 3A, & 3B  
**Cost Proposal #13 – Asphalt Replacement on Mickelson Trail (Phase 1C)**

Dear Jared,

We are pleased to provide you with the following cost proposal for replacing the asphalt pavement surface on the Mickelson Trail between the Phase 1C parking area and the first bridge on the Mickelson Trail. RCS is proposing to remove the existing asphalt and prep the grade at no additional cost. The City of Deadwood would pay for the new 3-inch thick asphalt surface. We believe this is a good opportunity to provide a new asphalt surface in this area of the Mickelson Trail without paying additional mobilization costs or removal costs. Please respond within 1 day to ensure no additional paving mobilizations will be charged.

**Remove & Replace 326 Ft Section of Mickelson Trail = \$17,191.00**

We appreciate the opportunity to provide this proposal and should you have any questions or comments please don't hesitate to contact our office.

Kind Regards,

*Reid Hansen*

Reid Hansen, Project Manager

Safety • Quality • Communication • Timeliness

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

[www.rcsconst.com](http://www.rcsconst.com)





May 20, 2024

Jared Schippers, PE  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
 Albertson Engineering Inc.  
 3202 West Main Street, Suite C  
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD  
 Sites 1C, 2A, 2B, 3A, & 3B  
**Cost Proposal #13 – Asphalt Replacement on Mickelson Trail (Phase 1C)**

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**Remove & Replace 326 Ft Section of Mickelson Trail = \$17,191.00**

We appreciate the opportunity to provide this proposal and should you have any questions or comments please don't hesitate to contact our office.

Kind Regards,

*Reid Hansen*

Reid Hansen, Project Manager

Safety • Quality • Communication • Timeliness

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

[www.rcsconst.com](http://www.rcsconst.com)



Whitewood Creek Restoration - Bid Package 1  
Change Order Log  
Original Contract Amount:

CO#	Description	CO Price
1	Bioengineering add in Site 2A	\$ 37,588.67
2	Tolley Lane Changes in Site 1C	\$ 3,612.00
3	RFP 2, 3, & RFP 5 items 1, 2, & 4	\$ 34,412.50
4	RFP 7, 8, 9, 10, & 11	\$ 28,849.74
5	RFP 13	\$ 17,191.00
<hr/>		
	Total Change Orders	\$ 121,653.91

Note 1:

The FEMA Public Assistance program will pay for damage caused during construction/repair of FEMA eligible projects. Contractor should make best effort to minimize damage.

CO3 Breakdown		
RFP2	\$	12,352.24
RFP3	\$	1,350.33
RFP5 Item 1	\$	17,021.22
RFP5 Item 2	\$	1,161.43
RFP5 Item 4	\$	2,527.28
TOTAL CO3	\$	34,412.50

CO4 Breakdown		
RFP7	\$	2,514.24
RFP8 Item 1	\$	3,047.00
RFP8 Item 2	\$	7,737.00
RFP9	\$	3,601.50
RFP10	\$	1,790.00
RFP11	\$	10,160.00
TOTAL CO4	\$	28,849.74

\$ 7,575,000.00

CO Running				FEMA
Total	New Contract Amt	Date		Reimbursable
\$ 37,588.67	\$ 7,612,588.67	12/7/2023	yes	
\$ 41,200.67	\$ 7,616,200.67	12/7/2023	no	
\$ 75,613.17	\$ 7,650,613.17	1/29/2024	yes	
\$ 104,462.91	\$ 7,679,462.91	4/10/2024	yes	
\$ 121,653.91	\$ 7,696,653.91	4/11/2024	yes	

Note 1

---

1.6% overall proj

\$ 10,784.00

ject increase



LLC  
1 TIMECLOCK DRIVE  
SAN ANGELO, TX 76904

QUOTE # : Q028356

CONTRACT START DATE : 06/03/2024

### CLIENT INFORMATION

Purchased for: City of Deadwood  
Bill To: City of Deadwood

Contract Contact Name: Maddy Geppert

Contract Contact Email: maddy@cityofdeadwood.com

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

### BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
HUMANITY IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	6	ONE-TIME	\$1,012.50
HUMANITY ENTERPRISE EMPLOYEE LICENSE - ANNUAL	\$48.75	40	RECURRING	\$1,950.00
ENTERPRISE LICENSE ANNUAL CHARGE	\$40.43	110	RECURRING	\$4,447.30
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$48.75		USAGE	\$0.00
IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	33	ONE-TIME	\$5,568.75

SUBTOTAL	<b>\$12,978.55</b>
TAXES	<b>\$0.00</b>
GRAND TOTAL	<b>\$12,978.55</b>
CURRENCY	USD

QUOTE EXPIRATION DATE : 06/28/2024



SPECIAL TERMS:

## SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client TimeClock Plus, LLC

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

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

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



# Time & Attendance and Employee Scheduling Proposal for City of Deadwood

➤ Matthew Huffaker, Account Executive



May 30, 2024

**Maddy Geppert**  
**City of Deadwood**  
**102 Sherman St**  
**Deadwood, South Dakota, 57732**

***RE: TCP Software proposal***

Thank you for the opportunity to present our industry experience and time and attendance solution to City of Deadwood. This proposal represents our sincere interest in being considered for the project and will highlight TCP's qualifications to provide the product and services requested.

For the past 35 years, TCP Software has dedicated itself to enhancing workforce management for public entities, aligning perfectly with City of Deadwood's search for an automated Time & Attendance and Employee Scheduling system. Our solution stands out for its adaptability and precision in tracking and processing employee time.

Currently, over 4,700 Government & Public Safety entities rely on us for our advanced yet user-friendly features. This trust stems from our commitment to not just meeting but exceeding the expectations of our partners with solutions crafted by a team that places a high value on meaningful impact and genuine care.

Our robust experience extends to successfully interfacing with over 400 Payroll & ERP systems, ensuring we can meet the requirements for flawless data interchange with existing systems. This compatibility is crucial for generating the comprehensive reports on employee activity needed for managerial analysis and decision-making.

At the core of our successful deployments, including what we propose for City of Deadwood, is our implementation process. Developed from years of experience and informed by best practices, our approach is designed to ensure a tailored fit for your unique needs, facilitating a smooth and efficient transition. From the initial setup to full-scale deployment, our team guarantees dedicated support and expert guidance every step of the way.

We understand the importance of the environment that City of Deadwood operates within, and with our experience serving over 4,700 Government & Public Safety entities, we are confident in our ability to meet the specific requirements and nuances of Government & Public Safety organizations. Moreover, our extensive experience in Government, Healthcare, Education, and Hospitality sectors among others, totaling 30,442 active customers (as of May 30, 2024), underscores our capability to deliver reliable and effective solutions across diverse industries.

We welcome any questions or requests for additional details regarding our proposal. I am available for direct contact and look forward to the opportunity to work with you.

Sincerely,  
**Matthew Huffaker**  
**Account Executive**  
**(262) 354 2451 | mhuffaker@tcpsoftware.com**

## Table of Contents

- **Company Information**
- **Solution Requirements**
  - **Identified Challenges**
- **Implementation Scope of Work (SOW)**
- **TCP Software Support**
- **Pricing & Return on Investment**
- **Return on Investment**
- **TCP Software Team Members**

## Company Information

### TCP Software Headquarters

1 Time Clock Drive  
 San Angelo, Texas 76904  
 325-223-9500

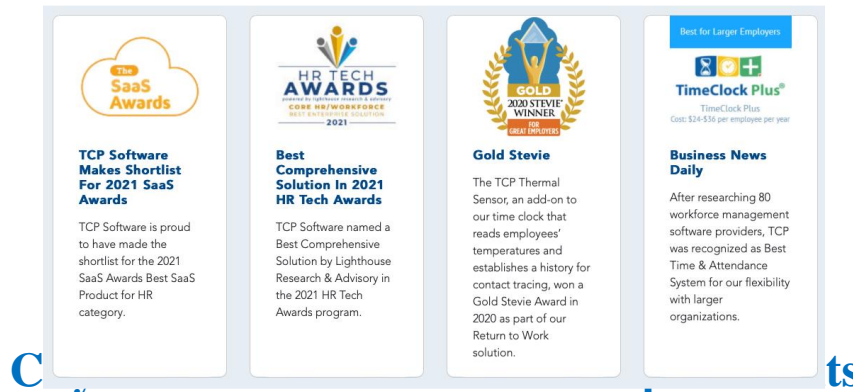
For over three decades, TCP Software has been at the forefront of workforce management solutions, consistently driving growth and innovation in every aspect of time and attendance. With a proven track record spanning back to 1988, TCP possesses an unparalleled ability to fulfill your time collection & scheduling needs.

Central to our success is our commitment to a consumer-oriented approach. By actively listening to and incorporating client feedback into our product development processes, TCP ensures that our solutions remain relevant, cutting-edge, and among the most sought-after in the market. This dedication has earned us the trust and loyalty of thousands of customers worldwide.

At the core of our offerings lies automated employee timekeeping software, a cornerstone that has propelled TCP to achieve remarkable growth, expanding by over 3,600% in the past decade alone. Our achievements speak volumes:

- **Finalist in the Constellation SuperNova Awards for Human Capital Management in 2021.**
- **Recognition as the Best Comprehensive Solution by Lighthouse Research & Advisory at the HR Tech Awards in 2021.**
- **Platinum Distinction in 2023 Modern Library Awards from LibraryWorks.**
- **2024 SIIA CODiE Award Finalist for Best Compliance Solution & Best Administrative Solution.**
- **Bronze Stevie Award Winner in 2022 American Business Awards.**
- **Honored as "Business of the Year" by the Texas Association of Business and Chambers of Commerce.**

Driven by our mission to empower individuals to work more effectively, TCP Software continues to build upon our rich legacy, innovating and delivering solutions that enable organizations to streamline workforce management, reduce HR operating costs, and enhance employee satisfaction.



Here is a breakdown of the key solution requirements you have shared with our team, along with a description of how TCP Software addresses each challenge.

### Identified Challenges:

- The Amount of time and effort it takes to collect timecards and do payroll

- **Can take Maddy anywhere from 6 hours to all day.**
- Tracking OT, sick and leave
  - **Tracking OT and the reporting that comes with it can be a challenge for them**
- Visibility into reporting
  - **Maddy does not have the visibility she wants as far as reporting and it can be difficult and time consuming to track everything**
- Maintaining compliance with union rules, labor laws, and agency policies
  - **They need to follow certain government policies and could face fines if not followed**
- Having to manually input job codes and costing
  - **Job Coding and costing seeing that they have certain positions that hve 5 codes and when she is doing it manually there can sometimes be errors and takes a long time.**
- Payroll Errors
  - **Maddy has to run audit reports at the end of every month to make sure that there was not payroll mistakes**

## Implementation Scope of Work (SOW)

The TCP Professional Services team brings deep consulting, industry, technological, compliance, and solution design experience to each customer engagement. We leverage our experience across thousands of implementations to deliver transformative business outcomes and tame the chaos of time & attendance and employee scheduling.

We strive to be each customer’s trusted advisor by supporting organizational needs for coordination, integration, and communication.

### TCP implementation process



#### INITIATION PHASE

The Initiation Phase is used to develop the service strategy for the project.

- Finalize purchase
- Gather project materials
- Assign resources
- Project kickoff



#### DISCOVERY PHASE

We will work with your project stakeholders to define the service strategy and generate baseline service design.

- Business process analysis
- Needs assessment
- Build requirement



#### PLANNING PHASE

Collaboratively develop and approve a timeline, confirm deliverables, construct a work breakdown structure, and assign project tasks.

- Project plan
- Communication plan
- Testing strategy
- Training strategy



#### DELIVERY PHASE

Focuses on service transition by completing the activities outlined in the project plan and verifying that the deliverables meet the business rules and needs.

- Configuration
- Training
- Pilot test
- Go live



#### TRANSITION PHASE

Focuses on service operations by finalizing all agreements and providing a seamless transition to dedicated operational support teams.

- Project close
- Project feedback
- Ongoing support

### MEET YOUR ENTERPRISE SERVICES SPECIALIST (ESS)

**Jake Young**, Enterprise Services Specialist for TCP Software

As your ESS, Jake partners closely with your account executive to facilitate a comprehensive implementation and services plan matched to your needs and requirements. With over seven years of experience at TCP, Jake brings a wealth of expertise in enterprise implementations, integrations, and configurations and has successfully supported customers with over 29,000 employees.



## TCP Software Support

The TCP Software Support team stands as a beacon of excellence, offering a fusion of consulting prowess, industry insight, technological finesse, compliance acumen, and solution design mastery in every client interaction. With a rich tapestry of experience drawn from countless implementations, our mission is to catalyze profound business transformations while simplifying the complexities of time and attendance management.

Our aspiration is to ascend to the role of trusted advisor for each of our clients, addressing their unique organizational needs for coordination, integration, and communication within their TCP software ecosystem.

Here's a glimpse into the stellar performance of our world-class support department in 2023:

- **Support Cases: Exceeding 128,000**
- **Customer Satisfaction Rating (CSAT): 97%**
- **Net Promoter Score: 72+**
- **Same Day Resolution: 78%**
- **Response Time (Phone & Chat): A lightning-fast average of less than 60 seconds**

These statistics underscore our unwavering commitment to providing unparalleled support and service excellence to our valued clients.



## Pricing & Return on Investment

TCP Software is pleased to present City of Deadwood with the following proposal:

### Ongoing Annual Investment

TimeClock Plus Government & Public Safety Package (110)	\$4,447.30
Humanity Government & Public Safety Package (40)	\$1,950.00

### Initial One-Time Investment

Implementation Services	\$6,581.25
-------------------------	------------

### Total Initial Investment

<b>Total Initial Investment</b>	<b>\$12,978.55</b>
---------------------------------	--------------------

### Special Terms

- Contract Length: 60 Months
- NCPA/OMNIA Contract 14-10
- OMNIA ID: 4032277

# Return on Investment Savings Calculator

## City of Deadwood

**How much does manual time tracking and employee scheduling cost your organization?**

More than you think. TCP puts those costs back in your budget and pays for itself many times over. Here's a detailed breakdown showing how much less TCP costs than your current processes.

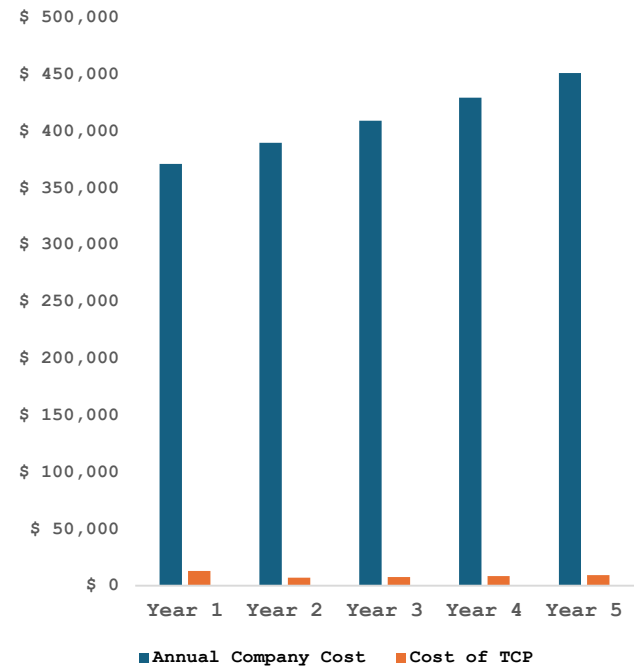
Return on Investment	
Estimated Payback Period (in months)	4.9
Estimated Return Ratio - After 1 Year	9.7x
Estimated Return Ratio - After 5 Years	15.9x
<b>Estimated Savings Over 5 Years</b>	<b>\$723,638</b>

Investment in TCP Software	
Initial Investment in TCP Time & Attendance	\$10,016
Annual Recurring Fees	\$4,447
Initial Investment in TCP Scheduling	\$2,963
Annual Recurring Fees	\$1,950

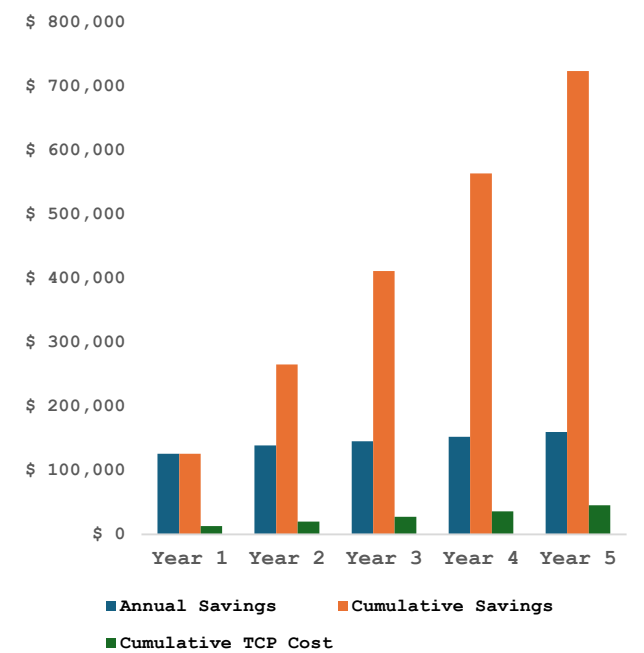
Total Investment	
Initial Investment in TCP Software	\$12,979
Annual Recurring Fees	\$6,397

Annual Cost	
Time & Attendance	
Annual Cost of Calculating Payroll	\$2,979
Annual Cost of Payroll Errors	\$104,778
Annual Cost of Hours Lost/Time Theft	\$26,064
Employee Scheduling	
Annual Unplanned Overtime Cost	\$135,735
Annual Scheduling Task Cost	\$15,600
Annual Turnover Cost	\$85,965
<b>Total Annual Company Cost</b>	<b>\$371,121</b>
<b>Total Annual Savings with TCP Software</b>	<b>\$139,219</b>

**Annual Investment**



**Cost Savings: Annual & Over Time**



Here's how much TCP costs your organization each year, compared to the cost of your current processes.

	Annual Cash Out Flow		
	Status Quo	TCP Cost	Savings
<b>Year 1</b>	\$371,121	\$12,979	\$126,241
<b>Year 2</b>	\$389,678	\$7,037	\$139,143
<b>Year 3</b>	\$409,161	\$7,741	\$145,749
<b>Year 4</b>	\$429,619	\$8,515	\$152,649
<b>Year 5</b>	\$451,100	\$9,366	\$159,856

Here's how much switching to TCP saves your organization, year by year and cumulatively over time—even after accounting for investment costs in TCP.

	Cumulative Cash Out Flow		
	Status Quo	TCP Cost	Savings
<b>Year 1</b>	\$371,121	\$12,979	\$126,241
<b>Year 2</b>	\$760,799	\$20,016	\$265,384
<b>Year 3</b>	\$1,169,960	\$27,756	\$411,133
<b>Year 4</b>	\$1,599,580	\$36,271	\$563,782
<b>Year 5</b>	\$2,050,680	\$45,637	\$723,638



## TCP Software Team Members

At TCP Software, we pride ourselves on assembling a team of exceptional professionals dedicated to delivering unparalleled service and support. Our diverse team brings together expertise from various departments to ensure the success of our clients. Meet a few of the individuals driving our mission forward:

- **Matthew Huffaker**
  - Account Executive
  - Sales
  - mhuffaker@tcpsoftware.com
  - (262) 354 2451
  
- **Zackery Hoag**
  - Director of Mid-Market Sales
  - Leadership
  - zhoag@tcpsoftware.com
  - (325) 223 9500

Your Single Source Service Provider



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

May 30, 2024

QUOTE NUMBER: Q2402839

**DEREK FARLEY**

Rasmussen Mechanical Services  
3590 Mayer Ave  
Sturgis, SD 57785

**LORNIE STALDER**

ADAMS MUSEUM  
54 SHERMAN STREET  
DEADWOOD, South Dakota  
57732

**Proposal**

**Subject: DEADWOOD ADAMS MUSEUM - REPLACE COMPRESSORS IN CHILLER**

**Lornie Stalder,**

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

**Inclusions:**

DEADWOOD ADAMS MUSEUM - REPLACE COMPRESSORS IN CHILLER

Carrier Model: 30RAP0165DC0KF00 / Serial # 0919Q64680

- Vacuum down R410A refrigerant into Recovery Machine.
- Remove (2) existing Compressors, (2) Contactors, (1) Filter Drier and dispose.
- Furnish and install (2) Compressors, (2) Contactors, (1) Filter Drier and (2) Crank Case Heaters.
- Replace R410A refrigerant and add additional to factory specifications.
- Perform start up and verify operation of replacement parts.
- Includes all labor, materials, equipment and mobilization.

**Exclusions:**

Excludes any materials or services not listed above.

**Clarifications:**

Quoted as Time and Materials Not to Exceed.

**Price**

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a Time and Material basis NOT TO EXCEED the net sum of:

**SEVENTEEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS....\$17,154.00**

**Terms and Conditions**

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

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

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

Respectfully Submitted,

**Derek Farley**

*PM Sales*

**Rasmussen Mechanical Services**

Phone:  
Mobile: +1 6054302554  
Email: [derek.farley@rasmech.com](mailto:derek.farley@rasmech.com)

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

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

Buyer's Acceptance

Approved by Seller

\_\_\_\_\_  
Authorized Signature for: ADAMS  
MUSEUM

\_\_\_\_\_  
Rasmussen Mechanical Services

\_\_\_\_\_  
Date of Acceptance

QUOTE NUMBER: Q2402839

\_\_\_\_\_  
Date of Acceptance





# Western States Fire Protection Co.

*Protecting Lives and Property*

2319 N. Plaza Drive Ste 1  
Rapid City, SD 57702  
(605) 484-1915 (605) 787-6028 FAX  
email: tony.scheerz@wsfp.us

Fire Protection Sprinkler System  
Engineering \* Fabrication \* Installation  
Commercial \* Industrial \* Residential \*  
Institutional \* Special Hazards \* High  
Tech \* Defense \* Retrofit \* Service \*  
Inspection \* Maintenance

April 24, 2024

City of Deadwood  
108 Sherman St.  
Deadwood, SD 57732

RE: Inspections

Lornie,

This agreement reflects the inspection pricing for the Fire Alarm and Fire Sprinklers for the buildings listed. Please review the list and let me know if there are any changes that need to be made.

- Days of 76 Museum – Fire Sprinkler & Fire Alarm \$995.00
- Adams Museum – Fire Sprinkler & Fire Alarm \$765.00
- Adams Research – Fire Sprinkler & Fire Alarm \$925.00
- Days of 76 Rodeo Arena – Fire Sprinkler & Fire Alarm \$625.00
- Deadwood Welcome Center – Fire Sprinkler & Fire Alarm \$875.00
- Outlaw Square – Fire Sprinkler & Fire Alarm \$475.00
- Deadwood Rec Center – Fire Sprinkler & Fire Alarm \$825.00
- Deadwood Library – Fire Sprinkler & Fire Alarm \$850.00
- Deadwood City Hall – Fire Sprinkler & Fire Alarm \$695.00
- Volunteer Fire Department – Fire Sprinkler & Fire Alarm \$675.00

Please review the proposal and if you have any questions, please contact me. If the proposal is acceptable, please initial this page and sign the Terms and Conditions pages and email both documents back to me. We will get the alarm inspections scheduled as soon as possible.

Thank you,

*Tony Scheerz*

Tony Scheerz

\_\_\_\_\_ Initial



**THIS AGREEMENT** is in full force for a period of one year, effective the date of acceptance by Western States Fire Protection Company or APi Systems Group, Inc a division of Western States Fire Protection Company. This agreement is renewable according to the terms contained herein and is between Western States Fire Protection Company (Hereinafter written as Company) and

**CLIENT:** City of Deadwood, SD

**ADDRESS:** 108 Sherman

Deadwood, SD 57732

**SYSTEM LOCATION:**

**BUILDINGS OCCUPIED AND OPERATED BY**

**THE CITY OF DEADWOOD, SD.**

**ATTENTION:** Lornie Stadler

**SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase and Company agrees to provide service without liability and

not as an insurer, as described herein, services for the purpose of maintaining, inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement.

1. **TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall run for one (1) year from the date of acceptance by Company unless terminated as provided herein. Thereafter, this agreement shall automatically continue in effect from year to year, unless terminated by written notice of either party to the other, thirty (30) days prior to the effective date of the cancellation.
2. **PRICE AND PAYMENT:** The charge for each Agreement shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for preventive maintenance and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.
3. **MAINTENANCE INSPECTIONS AND SERVICE:** For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide preventive maintenance and inspection, certification, service and parts as follows:
  - A. Periodic maintenance inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.
  - B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Agreement shall be incorporated into and become a part of any order for such additional work, equipment or services.
  - C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system which cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement and the inspection and maintenance charge adjusted accordingly.
  - D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted unless otherwise specifically stated within Paragraph 5 herein. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.
4. **LIMITATION OF WESTERN STATES FIRE PROTECTION COMPANY LIABILITY:** CLIENT ACKNOWLEDGES THAT WESTERN STATES FIRE PROTECTION COMPANY IS NOT AN INSURER AND THAT THE PAYMENTS MADE TO WESTERN STATES FIRE PROTECTION COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO WESTERN STATES FIRE PROTECTION COMPANY RESULTING FROM THE WORK TO BE PERFORMED BY WESTERN STATES FIRE PROTECTION COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF WESTERN STATES FIRE PROTECTION COMPANY, ITS' OFFICERS, DIRECTORS, EMPLOYEES AND WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE WESTERN STATES FIRE PROTECTION COMPANY FROM ANY

CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGEMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE SUSTAINED BY CLIENT, CONTRACTOR OR SUBCONTRACTORS, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM, THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE, 1.) REGARDLESS OF THE AMOUNT OF ANY ACTUAL DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK, AND, 2.) EVEN IF THE LOSS OR DAMAGE IN ISSUE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, DEFECTIVE PRODUCTS, VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, OR OTHER FAULT OF WESTERN STATES FIRE PROTECTION COMPANY OR WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. IF PAYMENT FOR WORK PROVIDED IN THIS AGREEMENT IS NOT PAID WHEN DUE, CLIENT AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEYS FEES AS WELL AS INTEREST COMPUTED AT THE HIGHEST RATE ALLOWABLE BY APPLICABLE STATE LAW.

**1. WARRANTIES:**

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NON-COMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.
- C. THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURANCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS WHICH VARY, FROM STATE TO STATE.

**1. RESPONSIBILITIES OF CLIENT:** The Client agrees to:

- A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment.
- B. Meet Manufacturer' specifications. All replaced parts become the property of the Company.
- C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair, maintain or inspect the equipment and to make any changes or alteration to the equipment, as may be necessary. Client also agrees to provide Company with appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.
- D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.
- E. Neither authorizes nor permits maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.
- F. Assume complete responsibility for the maintenance and repair of the system *except as is set forth in this agreement* .

**2. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, INCLUDING PERSONAL INJURIES AND DEATH ASSERTED BY ANY PERSON, INCLUDING THOSE NOT A PARTY TO THIS AGREEMENT, RELATING TO OR ARISING FROM THE ALLEGED IMPROPER ACTS OR ACTIONS/NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, OCCURRING IN ANY WAY FROM THE INSTALLATION, OPERATION MAINTENANCE OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

**3. ADDITIONAL COMPANY RESPONSIBILITY.**

- A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of god or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

- B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.
  - C. Company will provide necessary test equipment required to perform service(s) under this Agreement.
  - D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.
4. **NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.
  5. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.
  6. **ASSIGNMENTS AND DELEGATIONS.** The Company may assign this Agreement to any other person, firm or corporation without notice to or approval by the Client, and may subcontract any activities, which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.
  7. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and *Client*, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client or Company's applicable charges for on-call and emergency services as set forth under this Agreement *provided that company will remain responsible for performance of its obligations under this agreement*. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.
  8. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.
  9. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supercedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.
  10. **RECEIPT AND REVIEW OF AGREEMENT** The Client specifically acknowledges that it has received a copy of this Agreement in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing the Agreement has the full authority of the Client to bind the Client, to the fullest extent provided by law, to the terms of this Agreement.
  11. **CLIENT ACCEPTANCE:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 5/30/24

Organization: Deadwood History, Inc.

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Rose Speirs OR Jim Williams

Address: 150 Sherman St., Deadwood

Phone #: 605-722-4800

Email: Rose@deadwoodhistory.com  
Jim@deadwoodhistory.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: May 25 - Sept. 30, 2024

Date of Raffle Drawing: Oct. 1, 2024

Value of Raffle Prize: \$ 750 + taxes

Proceeds will benefit: Deadwood History, Inc.

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_