



City Commission Regular Meeting Agenda

Monday, March 21, 2022 at 1:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of March 7, 2022 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for March 21, 2022

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

[a.](#) Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Saturday June 4 through Sunday June 5 and use of Event Complex parking area on Sunday June 5, 2022 from 5:00 a.m. to 3:00 p.m. Deposit has been received.

b. Allow use of public property at the Event Complex on Wednesday, June 8 through Sunday, Jun 12, 2022 for PBR Event. Deposit has been received.

c. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, July 10 and Saturday, July 11, 2022 for PBR Event. No public hearing necessary since license is on publicly owned property.

[d.](#) Allow use of public property for The Big Mick: use of Sherman Street Lot Saturday, June 11, 2022.

[e.](#) Allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Friday, July 15 through Thursday, November 3, 2022 pending proof of insurance

- f. Allow use of public property at the Event Complex on Friday, September 17 and Saturday, September 17 and Sunday, September 18, 2022 for Black Hills Veterans March and Marathon. Deposit has been received.
- g. Allow use of public property at the Event Complex on Saturday, July 9 through Friday, July 15, 2022 for 3 Wheeler Rally Event. Deposit has been received.
- h. Approve Special Alcohol License for First Gold to serve liquor at Event Complex Sunday, July 10 through Thursday, July 14 2022 from 11:00 a.m. to 10:00 p.m. for 3 Wheeler Rally Event. No public hearing necessary since license is on publicly owned property.
- i. Permission to pay Montana Dakota Utilities in the amount of \$4,265.00 for gas service extension at the Deadwood Event Complex from HP capital assets line item.
- j. Permission to hire Rasmussen Mechanical Service to replace the compressor at the Pluma Gateway building for an amount not to exceed \$3,319.00. (To be paid from Public Buildings budget.)
- k. Appoint the following residents to serve on election board for April 12, 2022; Georgeann Silvernail as superintendent at \$204.00, Marlene Todd and Deb Maynard as clerks at \$180.00, with additional \$20.00 each for attending election school.
- l. Acknowledge purchase of MuniCode products - Code of Ordinances, MuniDocs and MuniPRO - at an annual cost of \$1,845.00 to be paid within the following budgets: HP, P&Z, IT and Commission.
- m. Permission for parks department to order 2022 Dodge Ram 1500 from Wegner Auto Company with state bid pricing of \$31,697.00. (To be paid from Parks equipment budget.)
- n. Permission to pay Rasmussen Mechanical in the amount of \$7,627.26 for A/C unit replacement at the Adams House. Previously approved on June 21, 2021 but amount was incorrectly quoted. (To be paid from HP Capital Asset budget.)
- o. Permission to pay BlackStrap in the amount of \$4,316.75 for road salt. (To be paid from Streets supplies budget.)
- p. Permission to enter into contract with Archaeo-Physics, LLC for geophysical investigations at Gordon Park, Oakridge Cemetery and 66 Taylor Avenue at a cost of \$11,990.00 to be paid equally from HP Archaeology, Oakridge and Mt. Moriah Cemetery Funds.
- q. Approve the annual contract for services with the South Dakota State Historical Society's Historic Preservation Office at a cost of \$70,000.00 as budgeted in the 2022 HPC budget.
- r. Permission to enter into contract with Berberich Design Group for the development of a Pedestrian Wayfinding system in the amount of \$11,495.00 from the HP professional services line item.
- s. Acknowledge receipt of Deadwood Public Library 2021 annual report which has been submitted to the SD State Library.

- t. Permission to accept resignation from Baylee Schultz for Library Assistant II position effective April 2, 2022.
- u. Permission to advertise in house for 5 days and then official newspaper for Library Assistant II position at \$13.27 per hour.
- v. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Robyn Novotny.
- w. Permission for Fire Department to expend up to \$2,535.00 for six portable radios/pagers and bay charger from Western Communications. (To be paid from Fire Department equipment budget.)
- x. Permission for Mayor to sign Work-Based Learning Program Agreement with Boxelder Job Corps.
- y. Acknowledge 63 month lease with Quadiant Leasing (thru Midwest Connect) for a new postage meter with quarterly payments of \$245.46. Pitney Bowes lease was terminated on March 15, 2022.
- z. Permission to pay Otis Elevator Company in the amounts of \$5,596.00 and \$2,625.00 for repair to the elevator door sensor edge and replacement of the guide shoes at the Adams Museum. (To be paid from Public Buildings repair budget.)
- aa. Acknowledge Deadwood Fire Dept. 2021 Annual Report
- bb. Permission to enter into Agreement with Straight Line Striping to Paint all parking lines in the Broadway Parking Garage in the amount of \$2,849.23. (To be paid from Parking & Transportation.)
- cc. Permission to enter into Agreement with Straight Line Striping to paint all curbs, crosswalks, and parking lines on Main Street, Sherman Street and side streets in the amount of \$7,728.24. (To be paid from Parking and Transportation budget.)
- dd. Permission to hire Kyle Kooima as a part-time trolley driver at \$13.50 per hour pending pre-employment screening, effective March 28, 2022.
- ee. Make 2022 budget allocation to Teen Court in the amount of \$8,500.00. (\$4,500.00 paid from Bed and Booze and \$4,000.00 from Police.)

7. Bid Items

- a. Results of bid opening on Wednesday, March 16 at 2:00 p.m. for Days of 76 Concession and Restrooms.

8. Public Hearings

- a. Hold public hearing for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 2:00 p.m. to 5:00 p.m. on Sunday, June 5, 2022.
- b. Hold public hearing for PBR Events: open container from noon to 10:00 p.m. on Friday, July 10 and Saturday, July 11, 2022 at Event Complex.
- c. Hold public hearing for Wild Bill Days Event: street closure on Main Street, Deadwood to Pine at 9:00 a.m. on Thursday, June 16 through 10:00 p.m. Saturday, June 18; street closure on Main Street, Wall to Deadwood from 2:15 p.m. on Thursday, June 16 through 2:00 a.m. on Sunday, June 19; motor cycle parking on

Main Street from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace from 8:00 a.m. to 10:00 p.m. Friday, June 17 and Saturday, June 18, open container in zones 1 and 2 Thursday, June 16 and Friday, June 17 from 5:00 p.m. to 10:00 pm, and Saturday, June 18 from noon to 10:00 p.m., use of public property Friday, June 17 for Midnight Cowboy 5K, waiver of banner and vending fees Friday, June 17 and Saturday, June 18 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.

- d. Hold public hearing for CFDA Nationals/Cowboy Fastdraw Event: waiver of user fees at Event Center on Wednesday, June 15 through Saturday, June 18, 2022.
- e. Hold public hearing for 3 Wheeler Rally Event: street closure on Main Street from Wall St. to Deadwood St. for motorcycle parking Wednesday, July 13 from 11:15 a.m. to 2:00 p.m.; street closure on Main Street for parade Thursday, July 14 at 8:30 p.m. until parade ends and open container at Event Complex Sunday, July 10 though Thursday, July 14, 2022 from 11:00 a.m. to 10:00 p.m.
- f. Acknowledge cancelation of public hearing for Resolution of Intent to Annex Property contiguous to Deadwood on Highway 85 near Preacher Smith and set public hearing on April 4, 2022. Legally described as follows: Lot A of Lot H2 & H3 of Government Lot 13 and Lot H4 of Government Lot 19 of Section 11, - AND - Lot B of Lot H2, H3 & H4 of Government Lot 3 & Lot H4, H5 and H6 of Government Lot 11 of Section 14. All Located in Sections 11 & 14, TSN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.
- g. Hold public hearing on Resolution of Intent to Annex Property Contiguous to Deadwood near Stage Run
- h. Set public hearing on April 4, 2022 for street closure on Gold Street between Main Street and Broadway Alley, Friday, May 13 to Monday, October 10, 2022. Broadway Alley will be one way from Wall Street to Shine Street.

9. **Old Business**

10. **New Business**

- a. Permission to hire Tree Wise Men, LLC in the amount of \$17,750.00 for general pruning of dead and damaged branches at Mt. Moriah Cemetery to be paid by the Historic Cemeteries enterprise fund.
- b. Permission to enter into contract with Visionary Landscaping in the amount not to exceed \$15,000.00 for the 2022 season of vegetation management at Mt. Moriah Cemetery and St. Ambrose Cemetery to be paid from the Historic Cemeteries enterprise fund.
- c. Permission to purchase eleven (11) MS1 parking kiosks from IPS Group in the amount of \$89,473.50 to be used in the Welcome Center and Sherman Street parking lots. (Recommended approval by the Parking and Transportation Committee on March 10, 2022. To be paid from equipment line item.)

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082 Password: 1876

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

REGULAR MEETING, March 7, 2022

The Regular Session of the Deadwood City Commission convened on Monday, March 7, 2022 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of February 22, 2022. Roll Call: Aye-All. Motion carried.

FEBRUARY, 2022 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$20,254.59; PUBLIC BUILDINGS, \$14,654.54; POLICE, \$73,381.73; FIRE, \$6,026.12; BUILDING INSPECTION, \$4,498.80; STREETS, \$32,620.53; PARKS, \$23,022.20; PLANNING & ZONING, \$5,850.78; LIBRARY, \$7,141.31; RECREATION CENTER, \$18,289.61; HISTORIC PRESERVATION, \$18,994.68; WATER, \$16,360.46; PARKING METER, \$10,351.16; TROLLEY, \$13,524.39; PARKING RAMP, \$1,190.99. **PAYROLL TOTAL: \$268,892.65.**

FEBRUARY, 2022 PAYROLL PAYMENTS:

Internal Revenue Service, \$64,828.70; S.D. Retirement System, \$31,572.92; Delta Dental, \$4,487.50.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the March 7, 2022 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	SERVICE	659.19
ALL ASPECTS	PROJECT	3,641.25
ALPINE IMPRESSIONS	SERVICE	90.00
ALSCO	SUPPLIES	1,830.30
AMAZON CAPITAL	SUPPLIES	979.49
AMERICAN ENGINEERING	TESTING	797.75
AMERICAN RED CROSS	LIFEGUARDING REVIEW/REC CENTER	82.00
ARROWHEAD FORENSICS	SUPPLIES	160.98
AUCA WESTERN FIRST AID	SUPPLIES	170.46
BIERSCHBACH EQUIPMENT	SUPPLIES	3,075.00
BH AUXILIARY 5969	PARKING DONATION	1,000.00
BH CHEMICAL	SUPPLIES	2,252.40
BH PIONEER	SERVICE	12.50
BLACKSTRAP	SUPPLIES	4,942.95
BOMGAARS	SUPPLIES	179.99
BOYS & GIRLS CLUB	PARKING DONATION	1,000.00
BRANDING IRON BISTRO	CONFERENCE	2,976.00
BUTLER MACHINERY	SUPPLIES	613.73
CENTURY BUSINESS	SERVICE	390.26
CHAMBERLIN ARCHITECTS	PROJECT	4,840.00
CHAPTER Y - PEO	2021 PARKING DONATION	500.00
CHIPCO	SUPPLIES	4,809.80
CLOTHE-A-KID	PARKING DONATION	1,000.00
CONRAD'S SIGNS	SERVICE	195.00
CULLIGAN	SUPPLIES	48.25
DALES TIRE	SERVICE	400.00
DAMAGE RECOVERY	SERVICE	1,471.03
DEADWOOD CHAMBER	BID #8	64,518.90
DEADWOOD ELECTRIC	SERVICE	1,016.60
DEADWOOD GAMING	BID #8	20,000.00
DEADWOOD HISTORY	PARKING DONATION	1,018.63
DWD LEAD 76ERS SWIM TEAM	PARKING DONATION	1,000.00
DEADWOOD LEAD ARTS COUNCIL	PARKING DONATION	500.00
DEADWOOD-LEAD OPTIMIST CLUB	PARKING DONATION	1,000.00
FIRST BAPTIST CHURCH	LEASE	3,600.00
FIRST NET	SERVICE	160.16
GALLS	UNIFORMS	145.35
GENPRO ENERGY SOLUTIONS	SERVICE	372.70
GOLDEN GANG	PARKING DONATION	500.00
GOLDEN WEST	SERVICE	1,704.02
GOVERNOR'S INN	LEG. SESSION	231.00
GRACE LUTHERAN CHURCH	PARKING DONATION	1,000.00
HAWKINS	SUPPLIES	1,284.04
HOMESTAKE OPERA HOUSE	PARKING DONATION	1,000.00
HOMETOWN MANUFACTURING	SUPPLIES	295.47
IDENTISYS	SUPPLIES	645.00
INTERSTATE BATTERY	SUPPLIES	92.20
IPS GROUP	SERVICE	1,425.69
JASMAN, TROY	REIMBURSEMENT	192.00
KARL'S	SUPPLIES	1,039.99
KNECHT	SUPPLIES	2,114.95
KONE CHICAGO	MAINTENANCE	519.25
LAWRENCE CO. REGISTER	SERVICE	150.00
LAWRENCE CO. TREASURER	SERVICE	212.16
LEAD DEADWOOD ARTS CENTER	SERVICE	137.48

REGULAR MEETING, March 7, 2022

LEAD-DEADWOOD AAU WRESTLING	PARKING DONATION	500.00
LEAD-DEADWOOD CLASS OF 2024	PARKING DONATION	100.00
LEAD-DEADWOOD LIONS CLUB	PARKING DONATION	1,000.00
LEAD-DEADWOOD MINISTERIAL	PARKING DONATION	2,500.00
LEAD-DEADWOOD POST PROM	PARKING DONATION	400.00
LEAD-DEADWOOD SCHOOL DISTR	PARKING DONATION	2,750.00
LEAD-DEADWOOD YOUTH FOOTBALL	PARKING DONATION	500.00
LIGHTING PLASTICS OF MN	SUPPLIES	3,183.45
LYNN'S	SUPPLIES	674.33
M&M SANITATION	RENTAL	140.00
MENARD'S	SUPPLIES	1,523.01
MERTENS, KENNETH	REIMBURSEMENT	55.90
MIDWEST TAPE	SUPPLIES	67.47
MIKE'S PAINT & BODY	SERVICE	1,691.23
MILE UP MARKETING SOLUTION	BID #8	1,105.63
MDU	SERVICE	13,984.39
MUTUAL OF OMAHA	INSURANCE	246.62
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
OFFICE DEPOT	SUPPLIES	90.92
ONSOLVE	SERVICE	1,500.00
OTIS ELEVATOR	MAINTENANCE	814.59
PITNEY BOWES	LEASE	250.05
PLATINUM CHEMICALS	SUPPLIES	1,687.00
PRO-STEAM CARPET	SERVICE	613.75
QUIK SIGNS	SERVICE	1,929.31
RAPID DELIVERY	DELIVERY	29.90
RASMUSSEN MECHANICAL	BOILER	18,000.00
RENNER ASSOCIATES	SERVICE	1,597.50
S AND C CLEANERS	CLEANING	10,873.00
SALSBURY INDUSTRIES	SUPPLIES	194.51
SCHUMACHER, DEVON	REIMBURSEMENT	401.78
SCOTT PETERSON MOTORS	SUPPLIES	346.60
SD NARCOTICS OFFICERS	CONFERENCE	50.00
SD PUBLIC HEALTH LAB	TESTING	60.00
SECO CONSTRUCTION	PROJECT	16,843.50
STONE LAND SERVICES	SERVICE	2,252.66
THE LORD'S CUPBOARD	RECYCLING	93.08
TOWEY DESIGN GROUP	SERVICE	1,784.00
TRANSOURCE TRUCK	SUPPLIES	234.02
TWIN CITY CLOTHING CENTER	PARKING DONATION	1,000.00
TWIN CITY HARDWARE	SUPPLIES	3,184.30
US POSTAL SERVICE	PERMIT	265.00
VAST	SERVICE	3,777.86
VERIZON CONNECT	SERVICE	171.60
VERIZON WIRELESS	SERVICE	731.55
VISIONARY LANDSCAPING	PROJECT	2,352.50
WELLMARK	INSURANCE	55,514.28
WEST RIVER TRAILER SALES	SERVICE	350.00
WEST, PAULINE	REIMBURSEMENT	41.69

Total \$301,483.40

ITEMS FROM CITIZENS ON AGENDA

Proclamation

The Mayor read a proclamation declaring Sunday, March 13, 2022 as Change Your Clock Change Your Battery Day in Deadwood.

Award

Fire Training Officer Hawki stated several years ago the fire department put sprinklers in commercial structures within the City of Deadwood, which the owners are responsible for maintenance and inspections. He stated the sprinklers saved a structure fire in March of 2021. Fire Chief Hamann presented Toby Keehn, Gilmore Apartments, with the Golden Sprinkler Award. Commission thanked Keehn for his efforts that helped save life and property.

Concerns

Rec Center patron, Jerry Christensen, addressed concerns with the sauna at the Rec Center. He stated the locker room saunas were turned off and a new sauna was purchased which is located in the pool area. The elements in the sauna burned and has not operated for a while. He suggested that a new sauna be purchased with a control dial for the steam and a steam unit in the mechanical room. Mayor Ruth Jr. stated the saunas in the locker rooms were turned off due to safety concerns. Public Works Director Nelson Jr. stated he is not opposed to seeing what it would take to run as a steam unit versus electric. Ruth Jr. asked rec center superintendent and Nelson Jr. to research information given and visit with Christensen. Commission thanked Christensen for his time.

REGULAR MEETING, March 7, 2022

CONSENT

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

- A. Permission to approve updated Water and Wastewater Superintendent job description.
- B. Permission to hire Shyne Addison from the Box Elder Job Corp for the spring archives internship at \$13.27 per hour to begin on March 8, 2022 and ending on June 8, 2022 pending pre-employment screening.
- C. Permission to advertise for 2022 seasonal employees for Mt. Moriah Cemetery Ticket Booth Attendants.
- D. Accept resignation from Rec Center employee Dane Burghduff effective March 2, 2022.
- E. Permission to hire Jenny Rea as full-time patrol officer position at \$25.79 (certified) per hour and Robert Domogalski at \$23.22 (non-certified) per hour pending pre-employment screening, effective March 16, 2022.
- F. Permission to hire Lane Bridges as a full-time patrol officer at \$23.22 (non-certified) per hour pending pre-employment screening, effective March 23, 2022.
- G. Permission to increase wage of Water/Wastewater Operator Steven Henderson from \$22.41 per hour to \$23.59 per hour effective March 3, 2022 after two years of service.
- H. Permission to hire Tracy Owens as Rec Center part-time front desk receptionist at \$13.27 per hour, pending pre-employment screening, effective March 10, 2022.
- I. Accept resignation from part-time Police Officer Mark Heltzel effective March 4, 2022.
- J. Permission to hire Erica Merchant at a cost of \$16,371.00 to restore the historic ghost murals on the rear and side of the Bullock Hotel at 633 Main Street as part of the 2022 budgeted Ghost Mural Program.
- K. Permission to purchase 5,500 gallons of fuel at \$3.30 per gallon from Southside Oil. (To be paid from Streets budget.)
- L. Permission for the Historic Preservation Office to purchase an oversized flat cabinet from National Business Furniture in the amount of \$9,430.50 to be paid out of the budgeted 2022 HP Archives line item.
- M. Permission to pay three invoices from Tobin Livestock Equipment in the total amount of \$6,183.27 to address impacts of the crows nest seating project. (To be paid from HP Capital Assets Rodeo Grounds line item.)
- N. Set Local Review Board meeting for Monday, March 21, 2022 at 8:30 a.m. and request permission to publish in official newspaper.
- O. Permission to pay Northern Hills Homes and RVs in the amount of \$2,704.00 for repairs to right rear side of trolley. (To be paid out of Trolley Repairs budget.)
- P. Permission to pay BlackStrap in the amount of \$2,596.00 and \$5,032.85 for deicer sand and gravel. (To be paid out of Streets Supplies budget.)
- Q. Permission for Mayor to appoint Trolley Superintendent Ken Rehberg to the Parking and Transportation Committee.
- R. Remove Phil Arellano and Dustin Nelson from the Volunteer Fire Department roster for workers compensation purposes effective March 1, 2022

BID ITEMS

Permission

Zoning Administrator Russell spoke about the project. Martinisko moved, Struble seconded to allow Parking and Transportation Committee to release and advertise the Request for Proposal for design, engineering, and construction administration for the proposed Miller Street Parking Garage with the RFP due to City Hall on April 28, 2022 at 5:00 p.m. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Set

Todd moved, Martinisko seconded to set public hearing on March 21 for Mickelson Trail Post Race Party. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on March 21 for PBR Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on March 21 for Wild Bill Days. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, March 7, 2022**Set**

Todd moved, Struble seconded to set public hearing on March 21 for CFDA Nationals/Cowboy Fastdraw. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on March 21 for 3-Wheeler Rally Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Resolution**

Nelson Jr. spoke about the inspection program. Martinisko moved, Johnson seconded to approve Resolution 2022-06 to Participate in South Dakota Dept. of Transportation Bridge Inspection Program. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2022-06
BRIDGE REINSPECTION PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

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

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

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

Dated this 7th day of March, 2022

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Contract

Nelson Jr. spoke about the projects, which is about \$65,000 under budget. Struble moved, Johnson seconded to enter into contract with Black Hills Asphalt for maintenance work on the following four parking lots: Welcome Center Parking Lot - \$17,592.64, Railroad Parking Lot - \$7,089.54, Event Complex Parking Lots - \$30,845.51, and the Fire Street Parking Lot - \$2,898.65. Black Hills Asphalt submitted the low quote of two quotes on each of the parking lots. (To be paid from budgeted funds from Parking and Transportation which they recommended on February 24, 2022.) Roll Call: Aye-All. Motion carried.

Petition

Russell spoke about both petitions.

Martinisko moved, Johnson seconded to Accept petition of Annexation for property contiguous to Deadwood on Highway 85 near Preacher Smith and set public hearing on March 21, 2022. Legally described as follows: Lot A of Lot H2 & H3 of Government Lot 13 and Lot H4 of Government Lot 19 of Section 11, - AND - Lot B of Lot H2, H3 & H4 of Government Lot 3 & Lot H4, H5 and H6 of Government Lot 11 of Section 14. All Located in Sections 11 & 14, TSN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to Accept petition of Annexation for property contiguous to Deadwood near Stage Run subdivision and set public hearing on March 21, 2022. Legally described as follows: Tract B of Lot No. 696 Palisades Stone Placer Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, March 7, 2022

Contract

Russell spoke about the contract. Martinisko moved, Struble seconded to allow staff to sign contract for services with Ferber Engineering in the amount not to exceed \$25,000 for additional ArchGIS services to allow broader access of information for city staff and general public. (Budgeted between the HP GIS and Professional Services line items and Planning and Zoning GIS item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Tri-City Free Dump Weekend will be held Thursday, March 10 through Saturday, March 12, 2022
- B. Deadwood Volunteer Fire Department will host the Annual Pancake Feed Sunday, March 13, 2022 from 9:00 a.m. to 1:00 p.m. Free smoke detectors and/or batteries for those who need them.
- C. Local Review Board meeting for Monday, March 21, 2022 at 8:30 a.m.
- D. Commission Meeting on March 21, 2022 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.
- E. Mayoral Forum will be held at City Hall on April 5, 2022 at 5:00 p.m.

Resident, Barry Decker, asked Commission about parking for residents of Deadwood. Mayor Ruth Jr. stated city is working on a program for residents and potentially employees of Deadwood. He also asked about trolley service to Lead. Mayor stated the trolley is funded with preservation money which is required to be spent in the city limits of Deadwood, but we do have a paratransit system which provides rides to certain places with 24-hour notice.

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

Martinisko moved, Struble seconded to adjourn the regular session at 5:37 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, March 21, 2022 at 1:00 p.m.

After coming out of executive session at 5:57 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE: _____

BY: _____

Jessicca McKeown, Finance OfficerDavid Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1496	LAWRENCE CO. REGISTER O					
		I-03152022	101-3000-699	MISC REVENUE FILING FEE - NOVOTNY	000000	30.00
01-3309	THE LORD'S CUPBOARD					
		I-03102022	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						92.00
01-0418	BLACK HILLS PIONEER					
		I-797 - 2022	101-4111-423	PUBLISHING MINUTES - 1/18/22	000000	170.33
		I-834 - 2022	101-4111-423	PUBLISHING NOH - SUMMER CONCERT SERIES	000000	16.98
		I-835 - 2022	101-4111-423	PUBLISHING NOH - ALL IN ARENA CROSS RACE	000000	12.13
		I-836 - 2022	101-4111-423	PUBLISHING NOH - ALL IN ONE MOTORCROSS	000000	12.13
		I-837-2022	101-4111-423	PUBLISHING NOH - FORKS, CORKS, KEYS	000000	14.56
		I-838 - 2022	101-4111-423	PUBLISHING NOTICE TO BID - '76 CONCESS BLD	000000	31.45
		I-839 - 2022	101-4111-423	PUBLISHING ORD #1350 - AMEND BLD CODE	000000	95.11
		I-908 - 2022	101-4111-423	PUBLISHING MINUTES - 2/7/22	000000	204.79
		I-911 - 2022	101-4111-423	PUBLISHING ORD #1351-CANNABIS ZONING REGS	000000	124.23
		I-912 - 2022	101-4111-423	PUBLISHING ORD.#1352 - CANNABIS LICENSING	000000	265.93
01-4625	FIB CREDIT CARDS					
		I-FINCCD-02/28/22	101-4111-426	SUPPLIES PRINTING FOR LEGISLATURE MTG	000000	25.56
				DEPARTMENT 111	COMMISSION	TOTAL:
						973.20
01-2394	GUNDERSON, PALMER, NELS					
		I-115389	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,044.50
				DEPARTMENT 141	ATTORNEY	TOTAL:
						2,044.50
01-0125	CNA SURETY					
		I-16095271N - 2022	101-4142-422	PROFESSIONAL NOTARY BOND RENEWAL - RONDA	000000	50.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-220306	101-4142-422-01	CANNABIS BACK SCREENING	000000	117.00
01-4625	FIB CREDIT CARDS					
		I-FINCCD-02/28/22	101-4142-426	SUPPLIES POSTAGE STAMPS	000000	13.92
01-4711	AMAZON CAPITAL SERVICES					
		I-1LF9-VD9R-NJDR	101-4142-426	SUPPLIES CALCULATOR ROLLS - FINANCE	000000	23.38
		I-1QWG-GTWM-1GV6	101-4142-426	SUPPLIES CANARY PAPER, POST IT FLAGS-FIN	000000	39.78
				DEPARTMENT 142	FINANCE	TOTAL:
						244.08

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VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 02/25/22	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.05
		I-POWER 02/25/22	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	64.78
		I-POWER 02/25/22	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 02/25/22	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.95
		I-POWER 02/25/22	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 02/25/22	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	528.63
		I-POWER 02/25/22	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	32.71
		I-POWER 02/25/22	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	22.55
		I-POWER 02/25/22	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	21.40
		I-POWER 02/25/22	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	596.83
		I-POWER 02/25/22	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 02/25/22	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	87.17
		I-POWER 02/25/22	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,883.28
		I-POWER 02/25/22	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.66
		I-POWER 02/25/22	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,639.83
		I-POWER 02/25/22	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	39.96
		I-POWER 02/25/22	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,038.74
		I-POWER 02/25/22	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	220.85
		I-POWER 02/25/22	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	109.05
		I-POWER 02/25/22	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	30.10
		I-POWER 02/25/22	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	89.66
		I-POWER 02/25/22	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	485.09
		I-POWER 02/25/22	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	314.14
		I-POWER 02/25/22	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,097.17
		I-POWER 02/25/22	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.07
		I-POWER 02/25/22	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	723.34
		I-POWER 02/25/22	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	320.50
		I-POWER 02/25/22	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	31.91
		I-POWER 02/25/22	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.94
		I-POWER 02/25/22	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 02/25/22	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	123.76
		I-POWER 02/25/22	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	171.58
		I-POWER 02/25/22	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	220.81
		I-POWER 02/25/22	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	73.70
		I-POWER 02/25/22	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	37.68
		I-POWER 02/25/22	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	29.56
		I-POWER 02/25/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	91.94
		I-POWER 02/25/22	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
		I-POWER 02/25/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	269.47
		I-POWER 02/25/22	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	72.11
		I-POWER 02/25/22	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	72.15
		I-POWER 02/25/22	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	389.92
		I-POWER 02/25/22	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	414.22
		I-POWER 02/25/22	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	48.94
		I-POWER 02/25/22	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,412.16
		I-POWER 02/25/22	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	54.68
		I-POWER 02/25/22	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	131.30
		I-POWER 02/25/22	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	27.35

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VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	02/25/22	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	36.43
	I-POWER	02/25/22	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.65
	I-POWER	02/25/22	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	188.02
	I-POWER	02/25/22	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	34.69
	I-POWER	02/25/22	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	266.41
	I-POWER	02/25/22	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	35.44
	I-POWER	02/25/22	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,307.44
	I-POWER	02/25/22	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	151.12
	I-POWER	02/25/22	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	443.01
	I-POWER	02/25/22	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	48.70
	I-POWER	02/25/22	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	164.63
	I-POWER	02/25/22	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	88.23
	I-POWER	02/25/22	101-4192-428	UTILITIES 5 SIEVER ST	000000	725.20
	I-POWER	02/25/22	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	50.31
	I-POWER	02/25/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	544.97
	I-POWER	02/25/22	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	84.30
	I-POWER	02/25/22	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,122.34
	I-POWER	02/25/22	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	25.42
	I-POWER	02/25/22	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	20.72
	I-POWER	02/25/22	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.38
	I-POWER	02/25/22	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00
	I-POWER	02/25/22	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	55.20
	I-POWER	02/25/22	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	399.16
	I-POWER	02/25/22	101-4192-428	UTILITIES 610 BROADWAY ST	000000	145.31
	I-POWER	02/25/22	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	586.76
	I-POWER	02/25/22	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	36.06
	I-POWER	02/25/22	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	891.87
	I-POWER	02/25/22	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,655.51
	I-POWER	02/25/22	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	39.60
	I-POWER	02/25/22	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	42.06
	I-POWER	02/25/22	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	88.01
	I-POWER	02/25/22	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	760.86
	I-POWER	02/25/22	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	642.45
	I-POWER	02/25/22	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	124.73
	I-POWER	02/25/22	101-4192-428-12	UTILITIES - P 767 MAIN ST	000000	22.73
	I-POWER	02/25/22	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	26.79
	I-POWER	02/25/22	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.67
	I-POWER	02/25/22	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.65
	I-POWER	02/25/22	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	19.16
	I-POWER	02/25/22	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	437.81-
01-0551	MENARD'S					
	I-27856		101-4192-426-04	SUPPLIES - CI CLR RED OAK BOARD-TYPAR/CITY	000000	771.68
01-0682	PITNEY BOWES INC					
	I-03092022		101-4192-426	SUPPLIES METER-SN-1993321	000000	92.48
01-1333	DEADWOOD ELECTRIC					

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VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC	continued				
		I-22660	101-4192-422	PROFESSIONAL PIPE-WIRE AIR COMPRESSOR/PB	000000	1,924.62
01-1502	BLACK HILLS CHEMICAL					
		I-215667A	101-4192-426	SUPPLIES (2) FACIAL TISSUE/PUB BLDGS	000000	99.68
		I-218966	101-4192-426	SUPPLIES GLEME-CLOROX-TP-GARB BAGS/PB	000000	208.22
01-1558	ECOLAB PEST ELIMINATION					
		I-6481803	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
		I-6481804	101-4192-422-13	PROFESSIONAL COCROACH-RODENT PROG/REC	000000	94.05
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-826907	101-4192-426	SUPPLIES WIX OIL FILTER/BLDG DEPT	000000	6.58
01-2991	GENPRO ENERGY SOLUTIONS					
		I-INV3806	101-4192-425-04	REPAIRS - CIT REPAIRS TO GENERATOR/CITY HALL	000000	215.06
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV090683	101-4192-425-01	REPAIRS - ADA REP LEAK IN HEATING LOOP/AD HO	000000	847.06
01-3506	ALSCO					
		I-LCAS1449442	101-4192-422-13	PROFESSIONAL MATS-MASK-SANITIZER/REC CENTER	000000	125.69
		I-LCAS1464252	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	187.89
		I-LCAS1465242	101-4192-422-15	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/TROLLEY	000000	110.28
		I-LCAS1465243	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STREETS	000000	149.86
		I-LCAS1465244	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	55.02
		I-LCAS1465245	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1465246	101-4192-422-08	PROFESSIONAL MATS-MOPS-BAGS-TOWELS/HISTORY	000000	107.24
		I-LCAS1465247	101-4192-422-10	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/FIRE HA	000000	40.71
		I-LCAS1465248	101-4192-422-04	PROFESSIONAL MATS-MOPS-TOWELS-BAGS/CITY HAL	000000	202.39
		I-LCAS1465249	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	58.42
01-3964	CONVERGINT TECHNOLOGIES					
		I-IN00016692	101-4192-422-13	PROFESSIONAL PROGRAM CHANGES TO SYS/REC	000000	760.20
01-3977	ACE HARDWARE OF LEAD					
		I-025032	101-4192-425-04	REPAIRS - CIT JACK-BLANK WHT-WALLPLATE/CITY	000000	33.81
		I-025112	101-4192-426-09	SUPPLIES - HA SPRAY PAINT-ANTISKID PAD/HARCC	000000	36.46
		I-025142	101-4192-426-17	SUPPLIES - DA AIR COUPLER M-I M/DAYS MUS	000000	20.49
01-4057	VIEHAUSER ENTERPRISES,					
		I-38208	101-4192-426-03	SUPPLIES - BA RESTRICTED KEY/BALLPARK	000000	14.00
01-4625	FIB CREDIT CARDS					
		I-02/28/22 PUB WORKS	101-4192-426	SUPPLIES PLATES-MUSTARD-NAPKINS/PB	000000	81.92
		I-FINCCD-02/28/22	101-4192-426	SUPPLIES POSTAGE STAMPS	000000	1.74
01-4711	AMAZON CAPITAL SERVICES					
		I-1H6T-WK4J-MGNR	101-4192-426	SUPPLIES COMPRESSOR AIR FILTER REG/PB	000000	164.99

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VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1QWG-GTWM-1GV6	101-4192-426-04	SUPPLIES - CI CORK BRDS,WALL BASKET-PUB BLDG	000000	110.36
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						37,424.45
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-394459	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	1,471.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1QWW-Y6JX-GK1J	101-4193-426	SUPPLIES ADJUST DESK MOUNT STAND/IT	000000	74.97
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						1,545.97
01-0467	CULLIGAN OF THE BLACK H					
		I-0015509	101-4210-424	RENTALS CUPS,BTTLD WTR,COOLER RENT- PD	000000	61.50
01-0508	GALLS, LLC					
		I-020511958	101-4210-426	SUPPLIES NAMEPLATES - POLICE	000000	42.15
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-03/04/2022	101-4210-426	SUPPLIES LIC.PLATE RNWL-SPEC.PLATES- PD	000000	2.00
01-0804	SCOTT PETERSON MOTORS					
		I-29174	101-4210-425	REPAIRS SERVICE '18 DURANGO - POLICE	000000	258.01
01-1424	SOUTHSIDE SERVICE					
		I-055733	101-4210-425	REPAIRS TIRE REPAIR - POLICE	000000	35.00
		I-055778	101-4210-425	REPAIRS R&R FRNT BRK PADS,ROTATE TIRES	000000	231.95
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-826294	101-4210-425	REPAIRS WASH FLUID & OIL - POLICE	000000	62.60
		I-32-826405	101-4210-425	REPAIRS 2 ON-OFF TOGGLES - POLICE	000000	15.26
		I-32-826816	101-4210-425	REPAIRS ZEREX GO5 A/F GAL. - POLICE	000000	21.07
01-1827	MS MAIL & MARKETING					
		I-12950	101-4210-426	SUPPLIES PRINT TICKETS,STICKERS,BZ CRDS	000000	475.03
01-3813	NARTEC, INC					
		I-17314	101-4210-426	SUPPLIES DRUG TEST AMPULES - POLICE	000000	354.12
01-4195	MARCO					
		I-31185549	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	204.95
01-4317	VIGILANT BUSINESS SOLUT					
		I-220306	101-4210-422	PROFESSIONAL SCREENING	000000	234.00
01-4359	FRONTIER GLASS OF BELLE					

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4359	FRONTIER GLASS OF BELLE	continued				
	I-I1084665	101-4210-425	REPAIRS	REPLACE WINDSHIELD - POLICE	000000	397.69
01-4542	LAKOTA CONTRACTING, INC					
	I-4608	101-4210-426	SUPPLIES	BELTS,HNDCUFFS,HOLDERS- POLICE	000000	442.50
01-4625	FIB CREDIT CARDS					
	I-FINCCD-02/28/22	101-4210-426	SUPPLIES	POSTAGE STAMPS	000000	1.16
01-4711	AMAZON CAPITAL SERVICES					
	I-1QWW-Y6JX-GK1J	101-4210-426	SUPPLIES	USB EXTERNAL SSD 500 GB/POLICE	000000	69.99
	I-1QWW-Y6JX-GK1J	101-4210-426	SUPPLIES	EXTERNAL CD-DVD USB DR/POLICE	000000	22.26
01-4917	TRINITY TACTICAL CONSUL					
	I-#22-19	101-4210-427	TRAVEL	TUITION FOR SGT. LUX - POLICE	000000	250.00
				DEPARTMENT 210 POLICE	TOTAL:	3,181.24
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-826248	101-4221-434	MACHINERY/EQU	10 SWITCHES,8 CONNECTORS-FIRE	000000	263.44
01-1827	MS MAIL & MARKETING					
	I-12938	101-4221-429	OTHER	POSTCARDS FOR PANCAKE FEED	000000	210.91
01-3056	NORTHERN HILLS TECHNOLO					
	I-9667219	101-4221-422	PROFESSIONAL	MNGD FIREWALL,WATCHGD RNL-FIRE	000000	454.00
01-4625	FIB CREDIT CARDS					
	I-02/28/22 PUB BLDGS	101-4221-434	MACHINERY/EQU	FIRE EXTINGUISHERS/FIRE DEPT	000000	411.98
01-4821	MACQUEEN EMERGENCY					
	I-W00825	101-4221-425	REPAIRS	SERVICE LADDER TRUCK-FIRE DPT	000000	257.50
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		1,597.83
01-4625	FIB CREDIT CARDS					
	I-FINCCD-02/28/22	101-4232-426	SUPPLIES	POSTAGE STAMPS	000000	1.16
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	1.16
01-0575	SOUTHSIDE OIL					
	I-096784	101-4310-426	SUPPLIES	(5000) GALS FUEL @ \$3.30/STRTS	000000	16,500.00
01-0677	LAWSON PRODUCTS, INC.					
	I-9600116588	101-4310-424	RENTALS	TORRENT 500 RENTAL 1 YR/STRTS	000000	200.00

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0782	JACOBS PRECISION WELDIN					
	I-28971	101-4310-426	SUPPLIES	WQN ACETYLENE-Q-C25/STRTS	000000	125.00
01-0838	BLACK HILLS TRUCK & TRA					
	I-BH39811	101-4310-426	SUPPLIES	TAILLAMP FLUSH MOUNT/STRTS	000000	246.62
01-1288	ACE INDUSTRIAL SUPPLY,					
	I-2038911	101-4310-426	SUPPLIES	SPIKES-START FLUID-HEADLITE/ST	000000	1,215.22
01-1374	BUTLER MACHINERY COMPAN					
	I-06W00192103	101-4310-422	PROFESSIONAL	REPAIR TIP CYLINDER/STREETS	000000	210.00
01-1402	SD DEPT. OF TRANSPORTAT					
	I-S00122713	101-4310-425	REPAIRS	RAILROAD AVE-JCT US 85/STRTS	000000	1,085.16
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-825476	101-4310-426	SUPPLIES	HI POWER BRAKE-55 GAL DIESEL/S	000000	291.28
	I-32-825535	101-4310-426	SUPPLIES	LECTRA-MOTIVE CL/STREETS	000000	103.08
	I-32-825757	101-4310-426	SUPPLIES	MECH FASFIT CLOVES/STREETS	000000	74.60
	I-32-825910	101-4310-426	SUPPLIES	PM 80W-90 GEAR OIL/STRTS	000000	105.99
	I-32-825951	101-4310-426	SUPPLIES	SAFETY WIRE PLIERS/STRTS	000000	22.95
	I-32-826004	101-4310-426	SUPPLIES	SNOWDRIVER/STREETS	000000	27.18
	I-32-826225	101-4310-426	SUPPLIES	UNION-BRASS FITTINGS/STRTS	000000	26.86
	I-32-826255	101-4310-426	SUPPLIES	A/C CONTROL RELAY/STRTS	000000	16.58
	I-32-826301	101-4310-426	SUPPLIES	A/C COMPRESSOR-FUSE-4ABC/STRTS	000000	108.27
	I-32-826367	101-4310-426	SUPPLIES	WIPER-FUEL LINE-RETAINING/STRT	000000	88.63
	I-32-826520	101-4310-426	SUPPLIES	6MJIC-6MORB 90 ADA/STREETS	000000	4.74
	I-32-826713	101-4310-426	SUPPLIES	(6) SNOW PLOW FLUID/STRTS	000000	101.70
	I-32-826792	101-4310-426	SUPPLIES	MALE-FEM PLUG-MALE-FEM BODY/ST	000000	34.78
01-3438	BLACKSTRAP, INC.					
	I-131219	101-4310-426	SUPPLIES	(29.5) TONS ROAD SALT/STREETS	000000	2,596.00
	I-131476	101-4310-426	SUPPLIES	(32.47) TONS BLACKSLICER/STRTS	000000	5,032.85
01-3654	SPEARFISH AUTO SUPPLY					
	I-221131	101-4310-426	SUPPLIES	(4) HEATER HO/STREETS	000000	7.28
01-3956	ADAMS SALVAGE RECYCLING					
	I-2606	101-4310-422	PROFESSIONAL	5 TRUCK-1 CAR TIRES/STRTS	000000	26.79
01-4625	FIB CREDIT CARDS					
	I-02/28/22 PUB WORKS	101-4310-425	REPAIRS	(2) SHAFT MOTORS PLOW/STRTS	000000	425.96
			DEPARTMENT 310	STREETS	TOTAL:	28,677.52
01-4630	SANDER SANITATION SERVI					
	I-03/01/22 GARBAGE	101-4320-422	PROFESSIONAL	FEB RESIDENTIAL GARBAGE	000000	12,019.18
			DEPARTMENT 320	SANITATION	TOTAL:	12,019.18

PACKET: 05697 COMBINED - 3/22/22

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
01-0677	LAWSON PRODUCTS, INC.					
		C-9500249070	101-4520-426	SUPPLIES (20) SPRING LINK-ZP-UPC/PARKS	000000	37.80-
		I-9309311368	101-4520-426	SUPPLIES (15) SPRING LINKS ZP UPC/PARKS	000000	61.50
		I-9309329111	101-4520-426	SUPPLIES SLING PLY WEB EE/PARKS	000000	32.67
		I-9309343929	101-4520-426	SUPPLIES (400) NYLON CABLE TIES/PARKS	000000	18.96
01-1502	BLACK HILLS CHEMICAL					
		I-216668	101-4520-426	SUPPLIES (27) 45 GAL GARBAGE BAGS/PARKS	000000	999.54
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-825447	101-4520-426	SUPPLIES END CAP/PARKS	000000	9.25
		I-32-825721	101-4520-426	SUPPLIES FLUTES-FILTER WRENCH/PARKS	000000	20.20
		I-32-825760	101-4520-426	SUPPLIES BULK PROPANE/PARKS	000000	36.08
		I-32-825787	101-4520-426	SUPPLIES WIX OIL FILTER-END CAP/PARKS	000000	19.09
		I-32-825803	101-4520-426	SUPPLIES 14 PC RATCHETING/PARKS	000000	10.99
		I-32-826000	101-4520-426	SUPPLIES BULK PROPANE/PARKS	000000	15.84
		I-32-826044	101-4520-426	SUPPLIES COUPLER-HOSE FITTING/PARKS	000000	281.05
		I-32-826759	101-4520-426	SUPPLIES BULK PROPANE/PARKS	000000	55.20
		I-32-826829	101-4520-426	SUPPLIES 51 PC 3/8 IN DRIVE/PARKS	000000	87.99
		I-32-827001	101-4520-426	SUPPLIES BULK PROPANE-FLUID GUN/PARKS	000000	61.91
		I-32-856678	101-4520-426	SUPPLIES BULK PROPANE/PARKS	000000	32.56
01-1681	BIERSCHBACH EQUIPMENT &					
		I-02 732491	101-4520-433	IMPROVEMENTS COMP FILTREX WATTLE-GLOVES/PRK	000000	199.80
		I-02 732661	101-4520-426	SUPPLIES COMPOST FILTREX WATTLE/PARKS	000000	135.00
01-2889	ATCO INTERNATIONAL					
		I-I0592810	101-4520-426	SUPPLIES ASSAULT/PARKS	000000	142.30
01-4711	AMAZON CAPITAL SERVICES					
		I-1DCD-61PH-4YR9	101-4520-426	SUPPLIES TWO MONTH CALENDAR/PARKS	000000	30.21
				DEPARTMENT 520 PARKS	TOTAL:	2,212.34
01-4625	FIB CREDIT CARDS					
		I-FINCCD-02/28/22	101-4640-426	SUPPLIES DEPT.HEAD MEETING	000000	43.02
		I-FINCCD-02/28/22	101-4640-427	TRAVEL EMPLOYEE BENEFIT - P & T	000000	60.21
01-4800	LTAS TECHNOLOGIES INC.					
		I-344-002	101-4640-422	PROFESSIONAL SHORT TERM RENTAL COMPLIANCE	000000	5,000.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	5,103.23
				FUND 101 GENERAL FUND	TOTAL:	95,116.70

PACKET: 05697 COMBINED - 3/22/22

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
01-1562	MIDWEST TAPE					
		I-501739719	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	66.47
		I-501777558	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	48.73
01-4711	AMAZON CAPITAL SERVICES					
		I-13ML-DT93-PGGW	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	63.95
		I-13ML-DT93-PGGW	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	34.98
		I-1G7F-GVT6-C6MT	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	157.39
		I-1G7F-GVT6-C6MT	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	12.96
			DEPARTMENT 550	LIBRARY	TOTAL:	384.48
			FUND	206	LIBRARY FUND	TOTAL: 384.48

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL					
		I-218189A	209-4510-426	SUPPLIES GLEM GLASS CLEANER/REC CENTER	000000	40.92
01-1827	MS MAIL & MARKETING					
		I-12933	209-4510-426	SUPPLIES ACTIVITIES-MERCH POSTER/REC CE	000000	30.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MFM-JH9J-LNDN	209-4510-426	SUPPLIES (20) PAPER FOR CLOVER POS/REC	000000	43.99
		I-1VV7-DC7V-H4CW	209-4510-426	SUPPLIES (4) WEATHERTECH MATS 48X30/REC	000000	227.80
			DEPARTMENT 510	REC CENTER	TOTAL:	342.71
01-2824	WINTER & COMPANY					
		I-22775	209-4980-429-01	MAIN STREET M MAIN ST MASTER-PROJ.COMPLETION	000000	13,127.97
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	13,127.97
			FUND	209 BED & BOOZE FUND	TOTAL:	13,470.68

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-FEB-031822	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.00
01-0475	DEADWOOD CHAMBER & VISI					
		I-030722HP	215-4572-210	VISITOR MGMT BILL LIST FOR MARCH 7, 2022	000000	71,172.60
01-2145	BERG, DALE					
		I-030822	215-4572-235	VISITOR MGMT SD BIENNIAL GATHER OF CLG'S	000000	30.00
01-2205	KUCHENBECKER, KEVIN					
		I-030822	215-4572-235	VISITOR MGMT SD BIENNIAL GATHER OF CLG'S	000000	30.00
01-3860	ANFINSON, BONNY					
		I-030822	215-4572-235	VISITOR MGMT SD BIENNIAL GATHER OF CLG'S	000000	30.00
01-3865	BOYS & GIRLS CLUB OF TH					
		I-22-087	215-4572-235	VISITOR MGMT 2022 HPC FUNDING REQUEST	000000	5,000.00
01-4513	WILLIAMS, ANTHONY					
		I-030822	215-4572-235	VISITOR MGMT SD BIENNIAL GATHER OF CLG'S	000000	30.00
01-4717	DIEDE, LEO					
		I-030822	215-4572-235	VISITOR MGMT SD BIENNIAL GATHER OF CLG'S	000000	30.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	76,322.60
01-2204	FERBER ENGINEERING COMP					
		I-J18-118-2.20	215-4573-340	HIST. INTERP. 2019 GIS TECHNICAL SERVICES	000000	217.95
01-4625	FIB CREDIT CARDS					
		C-022822HPCM	215-4573-325	HIST. INTERP. REFUND OF TAXES	000000	8.96-
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	208.99
01-1529	LAWRENCE CO. TREASURER					
		I-30050-00511-00000	215-4575-505-03	227 WILLIAMS PCL#30050-00511-000-00 2ND HLF	000000	33.61
		I-30075-00067-00000	215-4575-505-03	227 WILLIAMS PCL#30075-00067-000-00-2ND HLF	000000	135.45
01-2597	MORSE, MARCIA E.					
		I-25249115942	215-4575-505-01	20 WASHINGTON 20 WASHINGTON MORTGAGE EXPENSE	000000	77.45
01-2620	FIRST BAPTIST CHURCH					
		I-030822	215-4575-510	GRANT/LOAN NO 2021 NOT FOR PROFIT GRANT	000000	13,890.00

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4910	BEAR BUTTE CREEK HIST.P					
		I-030822	215-4575-520	GRANT/LOAN PR 2021 OUTSIDE DWD GRANT	000000	3,200.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	17,336.51
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-394459	215-4576-600	PROFES. SERV. OFFSITEWK BKUP,WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-17151	215-4576-600	PROFES. SERV. DAYS OF 76 NEW RESTROOM BLDG	000000	3,867.50
		I-17154	215-4576-600	PROFES. SERV. ST AMBROSE FLOOR ASSESMENT	000000	1,285.47
		I-17160	215-4576-600	PROFES. SERV. 49 CENTENNIAL RETAINING WALL	000000	460.47
		I-17164	215-4576-600	PROFES. SERV. DAYS OF 76 CROWS NEST ADDITION	000000	330.00
01-2394	GUNDERSON, PALMER, NELS					
		I-115389	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	447.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	7,405.44
01-0412	AMERICAN ENGINEERING TE					
		I-INV-057118	215-4577-735	CAPITAL ASSET CONCRETE STRENGTH TEST-CR NST	000000	1,924.25
01-0578	TWIN CITY HARDWARE & LU					
		I-2202-178512	215-4577-735	CAPITAL ASSET PLUMBING PARTS - VIP	000000	125.40
		I-2202-178526	215-4577-735	CAPITAL ASSET OXYGN CYLNR PNT CRB BLD-VIPGR	000000	76.95
		I-2202-178551	215-4577-735	CAPITAL ASSET PLUMBING PARTS - VIP	000000	82.75
		I-2203-178658	215-4577-735	CAPITAL ASSET ELBOW DAPTER GALV STRAPS-VIP	000000	21.80
		I-2203-178667	215-4577-735	CAPITAL ASSET CLR SCRUBRS SCR PDS ADH-VIP GR	000000	35.13
		I-2203-178949	215-4577-735	CAPITAL ASSET TAN ACRYLIC CAULK - VIP GRN RM	000000	7.29
01-1057	HEBRON BRICK SUPPLY CO.					
		I-S-INV00039167	215-4577-735	CAPITAL ASSET FIELDSTONE - VIP	000000	6,484.83
		I-S-INV00039167-1	215-4577-735	CAPITAL ASSET FIELDSTONE DELIVERY FEE- VIP	000000	195.00
01-2164	ONE WAY SERVICE PROS					
		I-20374	215-4577-735	CAPITAL ASSET INSTALL 2 MINI SPLIT SYSTM-VIP	000000	10,552.18
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV028467	215-4577-775	CAPITAL ASSET 4-H13-0010 BULBS-CRACK UNITS	000000	344.00
01-3971	MEINERS DRYWALL					
		I-1359	215-4577-735	CAPITAL ASSET TAPED DRYWALL - VIP OFFICE	000000	400.00
01-4366	TOBIN LIVESTOCK EQUIPME					
		I-355A	215-4577-775	CAPITAL ASSET 4' 6' 8' CLASSIC PANELS-RG	000000	2,287.96
		I-355B	215-4577-775	CAPITAL ASSET 10' 12' CLASSIC PANELS - RG	000000	2,251.12
		I-355C	215-4577-775	CAPITAL ASSET 6' CLASIC POST 3-WAY-RG	000000	1,644.19

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4416	ANCESTOR CONCRETE & MAS					
		I-2407	215-4577-735	CAPITAL ASSET STONE INSTALL - VIP	000000	9,729.00
		I-2407-1	215-4577-735	CAPITAL ASSET STONE INSTALL EXCISE TAX-VIP	000000	241.00
01-4625	FIB CREDIT CARDS					
		I-02/28/22 PUB WORKS	215-4577-735	CAPITAL ASSET KEG RACK-UNDERBAR SINK/HP	000000	1,195.63
01-4904	BRIDGER STEEL INC					
		I-INV-117812	215-4577-735	CAPITAL ASSET METAL SIDING - VIP	000000	883.08
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		38,481.56
01-1529	LAWRENCE CO. TREASURER					
		I-30075-00008-00000	215-4641-422	PROFESSIONAL PCL#30075-00008-000-00 2ND HLF	000000	43.10
01-1827	MS MAIL & MARKETING					
		I-12944HP	215-4641-423	PUBLISHING MARCH NEWSLETTER	000000	645.67
01-3373	AMAZON WEB SERVICES					
		I-974482485	215-4641-428	UTILITIES WEB SERVICES 2/1/22-2/28/22	000000	199.58
01-4625	FIB CREDIT CARDS					
		I-022822HP	215-4641-427	TRAVEL FUEL - LEGISLATIVE SESSION	000000	40.05
		I-022822HP	215-4641-427	TRAVEL FUEL - LEGISLATIVE SESSION	000000	34.75
		I-022822HP	215-4641-427	TRAVEL LUNCH - LEGISLATIVE SESSION	000000	93.69
		I-022822HP	215-4641-427	TRAVEL FUEL - LEGISLATIVE SESSION	000000	25.10
		I-FINCCD-02/28/22	215-4641-427	TRAVEL TESTIFY AT LEGISLATURE	000000	101.62
01-4711	AMAZON CAPITAL SERVICES					
		I-11TM-6HGX-J3P6	215-4641-426	SUPPLIES HORSE IN THE CITY BOOK-ARCHIVE	000000	33.00
		I-1KJ9-JXQJ-FXRK	215-4641-426	SUPPLIES LAPTOP CHARGER - KEVIN	000000	26.99
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,243.55
				FUND 215 HISTORIC PRESERVATION	TOTAL:	140,998.65

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4873	DEADWOOD MAIN, LLC					
		I-071021	216-1310	DUE FROM OTHE VACHON 696 MAIN ALMANZA	000000	18,466.30
		I-2113CO1211382113CO	216-1310	DUE FROM OTHE PLUMBING 696 MAIN ALMANZA	000000	11,790.18
		I-4026	216-1310	DUE FROM OTHE FLOORING 696 MAIN ALMANZA	000000	24,292.32
		I-61852945	216-1310	DUE FROM OTHE APPLIANCES 696 MAIN ALMANZA	000000	18,472.19
		I-95314.95441.95972.	216-1310	DUE FROM OTHE CABINETRY 696 MAIN ALMANZA	000000	33,340.81

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	106,361.80
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01-0558	NHS OF THE BLACK HILLS					
		I-2022-2	216-4653-422	PROFESSIONAL CONTRACT 2/2022	000000	3,473.75

01-1496	LAWRENCE CO. REGISTER O					
		I-022422	216-4653-960	CLOSING CO REC FEE 74 VAN BUREN FASNACHT	000000	30.00
		I-030222	216-4653-960	CLOSING CO REC FEE 7 EMERY BOBOLZ	000000	90.00
		I-030222-2	216-4653-960	CLOSING CO REC FEE 57 VAN BUREN BOBOLZ	000000	90.00
		I-030822	216-4653-960	CLOSING CO REC FEE 65 TERRACE BLAIR	000000	30.00
		I-030822-2	216-4653-960	CLOSING CO REC FEE 152 CHARLES MIA LLC	000000	90.00
		I-030822-3	216-4653-960	CLOSING CO REC FEE 23 MONROE COUPENS	000000	120.00
		I-030822-4	216-4653-960	CLOSING CO SAT MORT 299 WILLIAMS REAUSAW	000000	30.00
		I-OE119421	216-4653-960	CLOSING CO LOAN MOD 405 WILLIAMS SJOMELIN	000000	60.00

01-4438	DAKOTA TITLE					
		I-OE-1193-21	216-4653-960	CLOSING CO 7 EMERY BOBOLZ	000000	120.00
		I-OE-1194-21	216-4653-960	CLOSING CO 7 EMERY BOBLZ	000000	120.00

DEPARTMENT 653	REVOLVING LOAN	TOTAL:	4,253.75
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FUND 216	REVOLVING LOAN	TOTAL:	110,615.55
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PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-02/28/22 EQR	602-4330-422	PROFESSIONAL FEBRUARY EQR/WASTEWATER	000000	26,685.48
01-0677	LAWSON PRODUCTS, INC.					
		I-9600116588	602-4330-424	RENTALS TORRENT 500 RENTAL 1 YR/WATER	000000	200.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1382025	602-4330-426	SUPPLIES RE-ROUNDING TOOL/WATER	000000	111.34
01-0782	JACOBS PRECISION WELDIN					
		I-28947	602-4330-426	SUPPLIES 1/4" X 6" FLAT BAR X 24"/WATER	000000	12.48
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-825614	602-4330-426	SUPPLIES MIRROR GLAZE VINYL/WATER	000000	11.49
		I-32-826053	602-4330-426	SUPPLIES PURPLE WASHER FLUID/WATER	000000	4.39
		I-32-826234	602-4330-425	REPAIRS FUEL PUMP MODULE A/WATER	000000	312.34
		I-32-826911	602-4330-426	SUPPLIES TRAIL FX RUNNING BOARDS/WATER	000000	548.95
01-1827	MS MAIL & MARKETING					
		I-12944	602-4330-426	SUPPLIES UTILITY BILLS MAILING - FEB	000000	301.91
		I-12944 - A	602-4330-426	SUPPLIES PRINTING WATER BILL ENVELOPES	000000	500.00
01-2204	FERBER ENGINEERING COMP					
		I-J22-107.1	602-4330-422	PROFESSIONAL PMG COORDINATION-GIS DATA/WATE	000000	762.50
01-3736	METERING & TECHNOLOGY S					
		I-22384	602-4330-426	SUPPLIES M25 BARE METER-SEAL SCREW/WTR	000000	851.79
		I-22436	602-4330-426	SUPPLIES DIG REMOTE REG FOR BADGER/WTR	000000	243.10
01-4339	CORE & MAIN					
		I-Q389527	602-4330-426	SUPPLIES HOSE NOZZLE W67-O-RING/WATER	000000	175.62
01-4625	FIB CREDIT CARDS					
		I-02/28/22 PUB WORKS	602-4330-427	TRAVEL ANNUAL WATER SEMINAR (2)	000000	124.00
		I-FINCCD-02/28/22	602-4330-426	SUPPLIES POSTAGE STAMPS	000000	34.80
DEPARTMENT 330 WATER					TOTAL:	30,880.19
FUND 602 WATER FUND					TOTAL:	30,880.19

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DAYS OF 76 MUSEUM	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD HISTORY CENTER	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE GRANDSTAND-RODEO GROUNDS	000000	14.30	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-TROLLEY BARN	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-REC CENTER	000000	265.95	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-PUBLIC WORKS	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-LIBRARY	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY HALL	000000	51.45	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-GORDON PARK	000000	14.30	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FIRE DEPT	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE PARKS SHOP - DEADWOOD	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS MUSEUM	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS HOUSE	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE WELCOME CENTER-DEADWOOD CITY	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FERGUSON FIELD	000000	14.30	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-OUTLAW SQUARE	000000	22.00	
	I-MAR CONSUMP	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-MT MORIAH	000000	22.00	
			DEPARTMENT 325 SEWER	TOTAL:	682.60	
			FUND 603 SEWER FUND	TOTAL:	682.60	

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0186	ALPINE IMPRESSIONS					
		I-21777	610-4360-426	SUPPLIES EMROIDER PARKING LOGO 7 HATS	000000	150.00
01-4625	FIB CREDIT CARDS					
		I-022822HP	610-4360-426	SUPPLIES GRABBER TONGS - P&T	000000	113.55
		I-FINCCD-02/28/22	610-4360-426	SUPPLIES POSTAGE STAMPS	000000	4.06
01-4766	IPS GROUP INC					
		I-INV69548	610-4360-422-02	PROFESSIONAL CC FEES-LPR ANNUAL CVRG/P&T	000000	11,412.74
		I-INV69653	610-4360-426	SUPPLIES (24) 7" PAPER ROLLS/P&T	000000	728.01
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						12,408.36
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-03/15/2022	610-4361-426	SUPPLIES PLATE REASSIGNMT FEES/TROLLEY	000000	15.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-825595	610-4361-426	SUPPLIES 12V HEATER-BLADE-AAA BAT/TROLL	000000	53.12
		I-32-825854	610-4361-426	SUPPLIES HEATER HOSE/TROLLEY	000000	5.04
		I-32-825855	610-4361-425	REPAIRS 12V HEATER-10 PC 1/4 DRIVE/TRO	000000	26.98
		I-32-825956	610-4361-425	REPAIRS ON-OFF TOGGLE-ON-OFF ROCKER/TR	000000	12.32
		I-32-826333	610-4361-426	SUPPLIES 30 IN CROSSOVER SNO/STREETS	000000	14.59
		I-32-826743	610-4361-425	REPAIRS HEATER FITTING/TROLLEY	000000	8.24
		I-32-826813	610-4361-426	SUPPLIES A/C RELAY/MINI 5 PIN RELAY/TRO	000000	17.67
01-2427	HOMETOWN MANUFACTURING					
		I-5804	610-4361-425	REPAIRS FLOW PUMP 12V/TROLLEY	000000	295.47
		I-5808	610-4361-425	REPAIRS FLOOR HEATER 45 BTU/TROLLEY	000000	278.68
01-4286	HUNTINGTON					
		I-03072022	610-4361-434	MACHINERY/EQU #302 TROLLEY	000000	48,815.55
		I-03072022	610-4361-434	MACHINERY/EQU #304 TROLLEY	000000	39,227.97
		I-03072022	610-4361-434	MACHINERY/EQU #305 TROLLEY	000000	33,681.45
01-4317	VIGILANT BUSINESS SOLUT					
		I-220306	610-4361-422	PROFESSIONAL SCREENING	000000	446.00
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002702259	610-4361-422	PROFESSIONAL FEB DATA CONNCT SRVC/TROLLEY	000000	95.95
01-4447	NORTHERN HILLS HOMES AN					
		I-131630	610-4361-425	REPAIRS REPAIR RIGHT REAR SIDE/TROLLEY	000000	2,704.00
01-4625	FIB CREDIT CARDS					
		I-FINCCD-02/28/22	610-4361-426	SUPPLIES POSTAGE STAMPS	000000	1.16
		I-FINCCD-02/28/22	610-4361-426	SUPPLIES POSTAGE TO HUNTINGTON	000000	8.95
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						125,708.14

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 02/25/22	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	29.17
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	29.17
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	138,145.67

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200017357-2/28/22	719-4000-429	OTHER TIF #10 - #8200017357	000000	204,499.34
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	204,499.34
FUND 719 TIF #10 TRU HOTEL					TOTAL:	204,499.34

PACKET: 05697 COMBINED - 3/22/22
 VENDOR SET: 01
 FUND : 721 TIF #9 OPTIMA
 DEPARTMENT: 000 NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-60004256 - 2/28/22	721-4000-429	OTHER TIF #9 - #60004256	000000	135,121.70
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	135,121.70
FUND 721 TIF #9 OPTIMA					TOTAL:	135,121.70

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-FEB-031822	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,788.28
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,788.28
			FUND	722 SALES TAX AGENCY	TOTAL:	2,788.28

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-03152022	723-4000-429	OTHER CITY SLOTS - PYMT 9, YR 1	000000	29,829.55
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						29,829.55
FUND 723 NICKEL SLOT PAYMENT AGNCYTOTAL:						29,829.55

PACKET: 05697 COMBINED - 3/22/22

VENDOR SET: 01

Section 4 Item a.

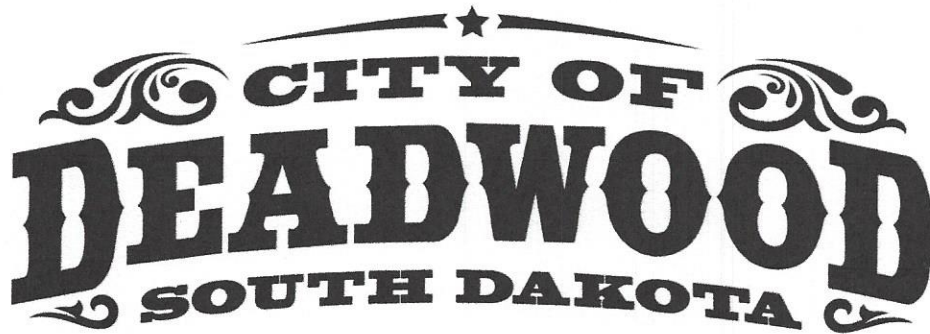
FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-8200017030-2/28/22	725-4000-429	OTHER EXPENSE TIF #8 - 8200017030	000000	6,141.68
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	6,141.68
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	6,141.68
					REPORT GRAND TOTAL:	908,675.07



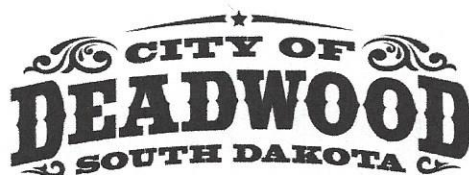
Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail Marathon

Date: 6/4/22 - 6/5/22

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

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

Contact Information:

Name of Applicant: Emily Wheeler

Business/Organization: WEM, Inc

Mailing Address: 8510 Kings Court

City, State Zip: Rapid City SD 57702

Business Phone: 605-390-6137

Cell Phone: 605-390-6137

Email Address: emily@runcrazyhorse.com

Dates Event Complex requested:

Set up Date(s): 6/5/22

Hour(s): 4:30am

Event Date(s): 6/5/22

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

Clean-up Date(s): NA

Hour(s): _____

Approximate number of people who will attend: 2000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____	Key Deposit \$ _____
Parking Lots \$ <u>500</u>	Cleaning/Damage Deposit \$ _____
Baseball Fields \$ _____	
Total Fees \$ <u>500</u>	Total Deposits \$ _____

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

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: 

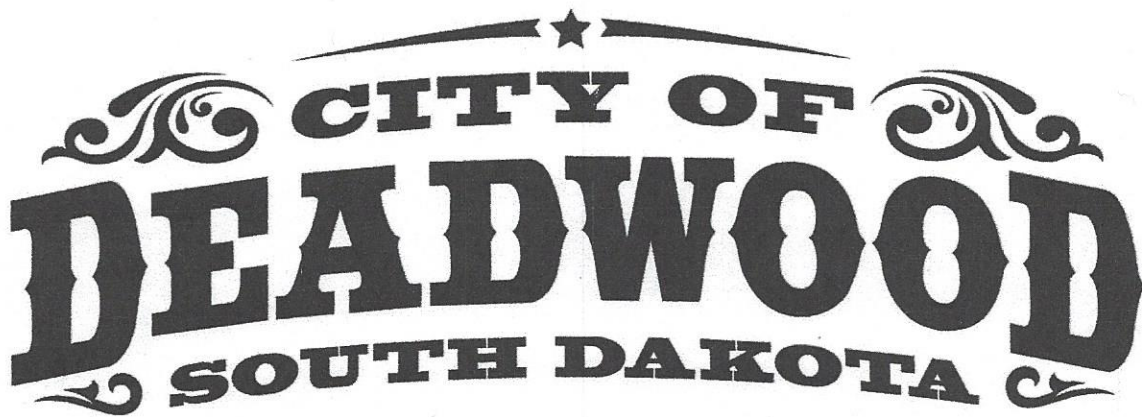
Date: 6/17/22

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



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

Deadwood Mickelson Trail Marathon

Instructions:

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

EVENT INFORMATION

Type of Event:

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

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

Event Date(s): 6/4/22 & 6/5/22 Total Anticipated Attendance: 3000
 (month, day, year)

(# of Participants 2500 # of Spectators 500)

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

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

Set up/assembly/construction Date: Friday June 3 Start Time: 8am AM / PM

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

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

Dismantle Date: June 6 Completion time: noon AM / PM

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

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

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: WEM, Inc

Chief Officer of Organization (NAME): Emily Wheeler

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

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

Daytime phone: 605 390-6137 Evening Phone: 605 390-6137 Fax #: ()

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

Name: _____

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

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

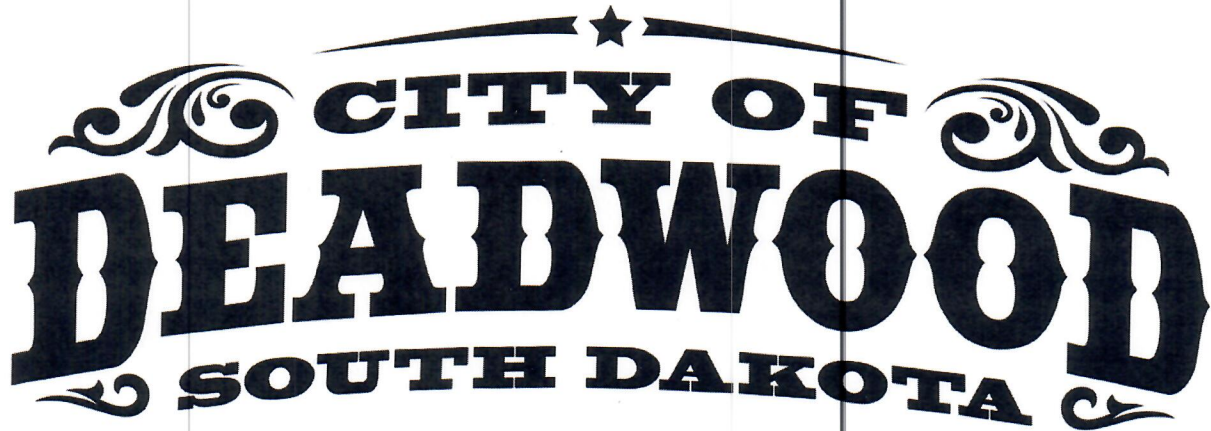
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit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

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

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

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

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



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

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: The Big Mick 2022Event Date(s): June 11, 2022

(month, day, year)

Total Anticipated Attendance: 150(# of Participants 125# of Spectators 25)Actual Event Hours: (from): 4:30am AM / PM (to): 7am AM / PMLocation / Staging Area: Mickelson Trail - Trailhead in DeadwoodSet up/assembly/construction Date: June 10-1 Start Time: 4:30am AM / PM

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

passing out registration packets the evening of June 10 - sending riders onto trail June 11

Dismantle Date: June 11, 2022 Completion time: 7am AM / PMList any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

none

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Mickelson Trail AffiliatesChief Officer of Organization (NAME): Ann MorrowApplicant (NAME): Ann MorrowBusiness Phone: 605 440-2400Address: PO Box 6038CusterSD 57730

(city)

(state)

(zip code)

Daytime phone: 605 440-2400Evening Phone: () 440-2400Fax #: ()Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: ANN MORROW

Address: PO BOX 6038 CUSTER SD 57730
(city) (state) (zip code)

Contact person "on site" day of event or facility use ANN MORROW Pager/Cell #: 440-2400

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

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

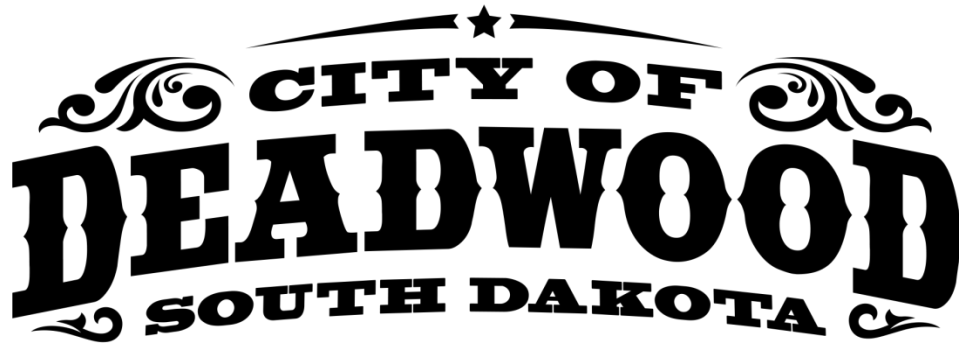
Participants prepay for the event NO MONIES to be exchanged onsite

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

The Big Mick is a century ride on the George S. Mickelson Trail. Riders begin in Deadwood and ride to Edgemont.

Participants will be parking in the parking lot at the Deadwood trailhead.

Trailhead/lot space to be used evening of June 10 from 5pm - 7pm so riders can pick up registration packets. And from 4:30am to 7am on June 11 to send riders out onto the trail. All riders and organizers are required to be out of Deadwood by 7am



Event Complex Rental and Use Agreement

Event: LDYFA football and cheer

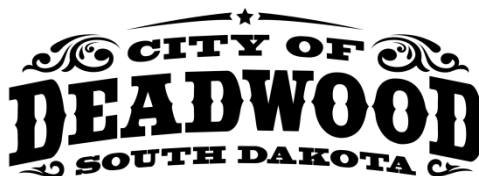
Date: 29JAN2022

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: LDYFA cheer and football practice and games

Contact Information:

Name of Applicant: John Key

Business/Organization: LDYFA

Mailing Address: 845 Miners Ave

City, State Zip: Lead, SD 57754

Business Phone: Cell Phone: 605.580.7919

Email Address: leaddeadwoodyouthfootball@gmail.com

Dates Event Complex requested:

Set up Date(s): July 15, 2022 Hour(s):

Event Date(s): Mon, Tue, Thur for practice and Sat games Hour(s): Prac - 4-6PM, game - 8AM-6PM

Clean-up Date(s): November 3, 2022 Hour(s):

Approximate number of people who will attend: 100-150

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: LDYFA cheer and football practice and games

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Jim Olson Title: VP
Phone: 6059200536 Representing: LDYFA

Name: Kat Sneesby Title: Treas
Phone: 6055801703 Representing: LDYFA

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$2.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ _____

Parking Lots \$ _____ Cleaning/Damage Deposit \$ 500.00

Baseball Fields \$ _____

Total Fees \$ _____ **Total Deposits** \$ 500.00

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

Organization: LDYFA

Name: John Key

DocuSigned by:

Title: Commissioner

Signature: _____

John Key

Date: 1/30/2022

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For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

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

Initials ^{DS} Jk

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 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials ^{DS} Jk

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 ^{DS} Jk

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 ^{DS} Jk

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials ^{DS} Jk

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.
- ☒ A person in charge will assure that all garbage is placed in containers for the event.
- ☒ The event representative 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.
- ☒ The Exit doors must be unlocked and 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)

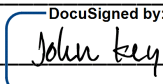
- ☒ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☒ Event representatives are responsible for cleaning restrooms after the event (if used).
- ☒ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds,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

Initials 

Organization: LDYFA

Name: John Key

Title: Commissioner

Signature: 

Date: 1/30/2022

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Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: LDYFA

Name: John Key

Title: Commissioner

Signature: _____

DocuSigned by:

John Key

Date: 1/30/2022

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ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____

:

SS.

COUNTY OF _____

:

On this _____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

(Seal)

Notary Public

My Commission Expires: _____

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):

Football and cheer practice, Football games

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 or damage to us and/or third parties. We further acknowledge that such risks may include but may not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others: Certificate of insurance for the league will be provided to the City prior to start of activities.

Initials ^{DS} JK

- 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 Safety Director for determination: 578-2082

Participant Release and Indemnification required? YES _____ NO ^X _____

Initials ^{DS} JK

- 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 ^{DS} JK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks 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 ^{DS} JK

- 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  ^{DS}

- 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 or 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  ^{DS}

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, 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  ^{DS}

- 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  ^{DS}

- 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 fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials  ^{DS}

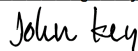
IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: LDYFA

Name: John Key

Signature: _____

DocuSigned by:



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Title: Commissioner

Date: 1/30/2022

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

LDYFA cheer and football practice and games

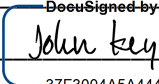
By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

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: John K Key Date of Birth: 03/23/1976

Address: 845 Miners Ave
Lead, SD 57754

Signature:  Date: 1/30/2022

DocuSigned by:
37F3004A5A444C0...

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 in LDYFA cheer and football practice and games

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:

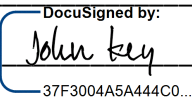
- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be 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
 - Empty trash in building & dispose of in receptacles outside
 - Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets
 - 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: LDYFA

Name: John Key

Title: Commissioner

Signature: 
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Date: 1/30/2022

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.

I have read and understand these rules.

Organization: LDYFA

Name: John Key

Title: Commissioner

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.

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: _____

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.

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

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: _____

For Office Use Only:

Sales Tax Number (If Applicable): _____

Date Fees Received: _____ Total(s): _____

City Representative: _____ 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 \$100.00 per hour per person.
 3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
 4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.
-

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

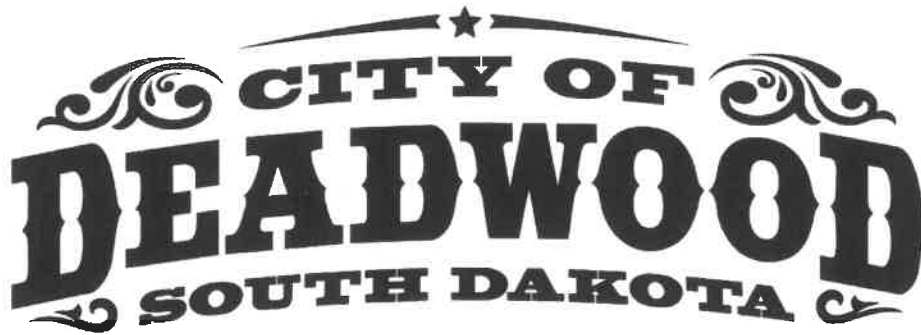
Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____



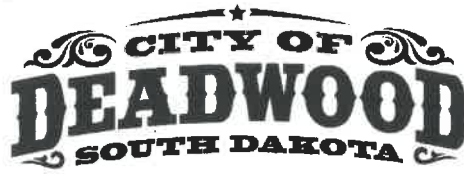
Event Complex Rental and Use Agreement

Event: Black Hills Veterans March and Marathon

Date: 16-17 September 2022

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Contact Information:

Name of Applicant: Josh Wermers

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 10000 Pioneer Ave

City, State Zip: Rapid City, SD 57702

Business Phone: 605-786-2032

Cell Phone: 605-786-2032

Email Address: joshua.j.wermers.mil@army.mil

Dates Event Complex requested:

Set up Date(s): 16 September 2022

Hour(s): 0800AM to 1000PM

Event Date(s): 17 September 2021

Hour(s): 0500AM to 1000PM

Clean-up Date(s): 17 September 2021

Hour(s): 0500AM to 1000PM

Approximate number of people who will attend: 350

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Joshua Wermers Title: Chairman
 Phone: 605-786-2032 Representing: _____

Name: Kayleigh Cihak Title: Rest Stop Chair
 Phone: 605-490-2747 Representing: _____

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$2.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>500.00</u>	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ _____

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

Organization: Black Hills Veterans March and Marathon

Name: Joshua J Wermers

Title: Chair

Signature: WERMERS.JOSHUA.JAMES.1147382371

Digitally signed by WERMERS.JOSHUA.JAMES.1147382371
Date: 2022.01.26 16:56:59 -0700

Date: 1/26/2022

For Office Use Only:

Date Fees Received _____	Total(s): _____
City Representative: _____	Title: _____
Signature: _____	Date: _____

**FIRM GAS SERVICE
EXTENSION AGREEMENT (RATE 120)**

THIS AGREEMENT, made and entered into this 7th day of March, 2022, by and between MONTANA-DAKOTA UTILITIES CO., 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "Company," and City of Deadwood hereinafter called "Customer," whether one or more.

WHEREAS, Customer has requested that Company provide natural gas service to Customer at the following location:
City of Deadwood Fairgrounds East Concession building, 35 Seventy-Six Drive, Deadwood SD

County of Lawrence, State of South Dakota; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension and the installation of the necessary facilities.
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Company agrees to construct and install said natural gas Project in accordance with the Firm Gas Service Extension Policy Rate 120 and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation for the Project, in the sum of \$ 4,265.00, to be paid as follows:

Check at signing

2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below.

Final Actual Cost of Project	\$
Less Maximum Allowable Investment (per Rate 120)	\$
Final Cost Participation	\$
Preliminary Cost Participation	\$ <u>4,265.00</u>
Difference to be: <input type="checkbox"/> Paid to Company	\$
<input type="checkbox"/> Refunded to Customer	\$

3. Interest will be paid by Company to Customer on any refunds made to Customer who has made a cash contribution for the Project. On any refund amounts, interest will be calculated annually by the Company at the rate required pursuant to the Firm Gas Service Extension Policy Rate 120 applicable in the state in which the project is located.
4. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.
5. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned facilities. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.
6. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:
See attached Addendum A

7. The following documents are attached hereto, and incorporated herein, as part of the Agreement:

- Estimate of construction costs
- Map showing the route of the extension
- Economic analysis of the extension
- Firm Gas Service Extension Policy, effective date: 12/2/2003

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, _____, whichever is later, if construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

- a. If, within the five-year period after the extension(s) in service date, the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute the participation requirement by recalculating the maximum allowable investment, in accordance with the Firm Gas Service Extension Policy Rate 120. No refund shall be made by Company to Customer until the new applicants begin taking service from the Company.

- b. If after the aforementioned five-year period, the Customer's participation amount of \$ 4,265.00 has not been fully refunded by that time, the obligation of the Company to make refunds shall cease. In no event, shall the total amount of refunds exceed the amount paid to Company hereunder.

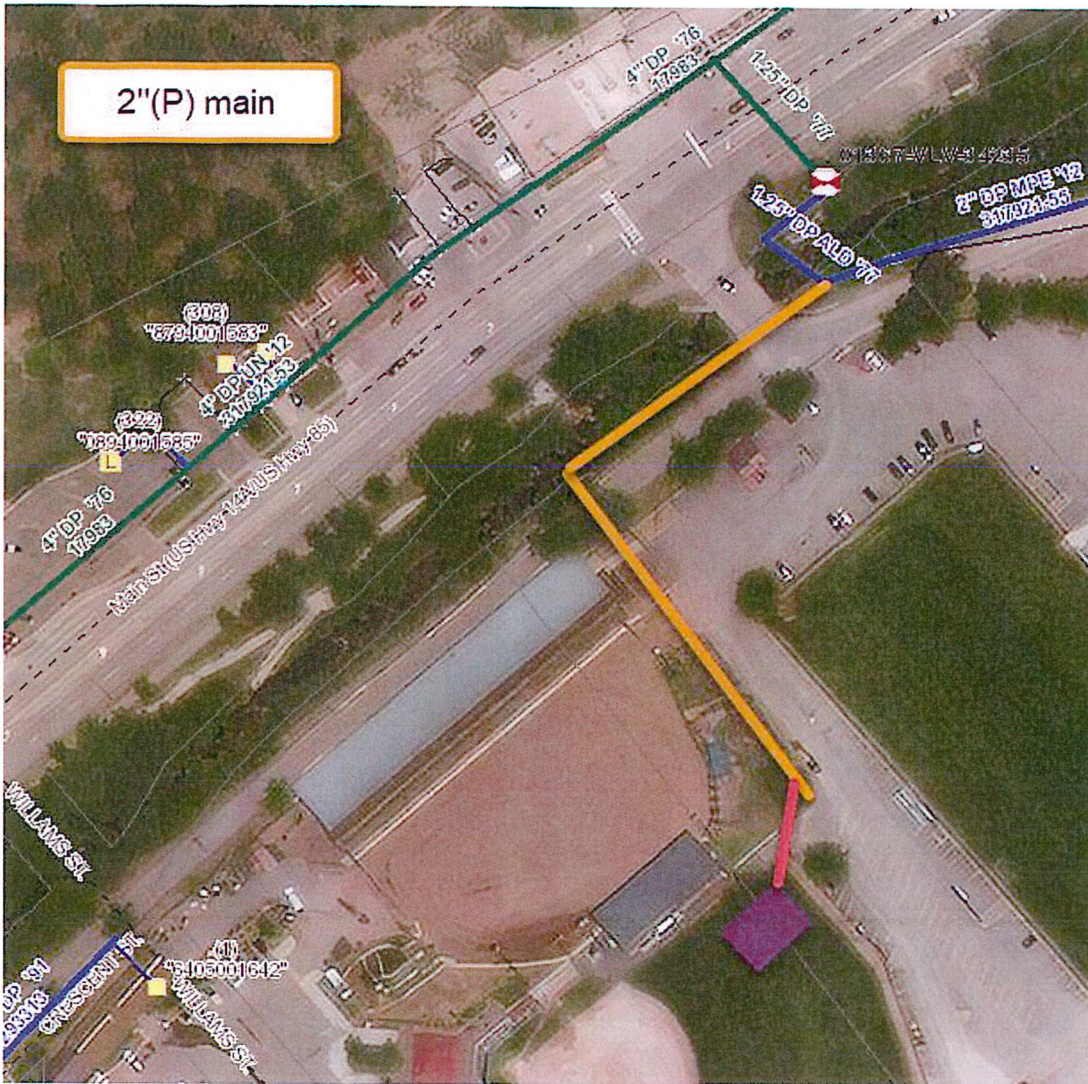
MONTANA-DAKOTA UTILITIES CO.

Kevin Kuchentoecker 03/07/2022
Customer Signature Date
Kevin Kuchentoecker
Customer Printed Name

Company Signature Date

Company Printed Name

MONTANA-DAKOTA UTILITIES CO. RATE 120 GAS EXTENSION SOUTH DAKOTA RATE 70 - FIRM GENERAL SERVICE					
Project Name:		ood Fairgrounds concession		Prepared By: Katie Good	
Location:		Northern Hills		Date MAI Prepared: 2/22/2022	
Does project have multiple meters/service line?		no		If multiple meters how many service lines are being installed?	
Estimated Customers			Estimated Volume		
Expected Customers Year 1	<500 CFH	0	Expected DK of Gas Sales Year 1	<500 CFH	0
	>500 CFH	1		>500 CFH	20
Additional Customers Year 2	<500 CFH	0	Additional DK of Gas Sales Year 2	<500 CFH	0
	>500 CFH	0		>500 CFH	0
Additional Customers Year 3	<500 CFH	0	Additional DK of Gas Sales Year 3	<500 CFH	0
	>500 CFH	0		>500 CFH	0
Total Estimated Third Year Customers	<500 CFH	0	Total Third Year Usage (DK)	<500 CFH	0
	>500 CFH	1		>500 CFH	20
Total Basic Service Charge Revenue		\$ 613.20		Total Distribution Delivery Revenue \$ 22.94	
Total Estimated Revenue			\$ 636.14		
Estimated Costs			Maximum Allowable Investment (MAI)		
Main Installation Cost \$ 5,393			<i>Total Estimated Revenue divided by LARR.</i> <i>Where LARR is Leveled Annual Revenue Requirement</i>		
Service Line Installation Costs \$ 2,438					
ES & GA 15.09% \$ 1,182			Current LARR 13.398%		
Total Estimated Project Cost \$ 9,013			Maximum Allowable Investment \$ 4,748		
Customer Required Contribution					
Customer Required Contribution					
Pre-Tax Contribution Required		\$ 4,265			
Tax Gross-up	12.35%	\$ -			
Contribution Required		\$ 4,265			
Cost per Customer	\$ 4,265				
Cost per Total Lots Available	\$ 4,265.00				
Notes and Other Information					
Used 20 Dth based on Timberline Ball Field Comp. Expect sporadic use throughout the summer months.					



Construction Cost Summary	
Project Summary Information	
Project Name:	Deadwood Fairgrounds concession sta
Town:	Deadwood
Location:	Northern Hills
Developer:	City of Deadwood
Total Number of Residential Lots:	0
Total Number of Commercial Lots:	1
Primary Customer Contact:	Bob Nelson
Phone number:	0
Date Cost Estimate Prepared:	2/22/2022
Main Installation Cost Summary	
<u>Description</u>	<u>Cost</u>
Construction Labor - Main Installation	\$ 2,899.04
Construction Equipment - Main Installation	\$ 1,342.00
Material - Gas Mains	\$ 895.10
Contractor Costs - Trenching & Boring	\$ -
Other Project Costs	\$ -
Contingency	\$ 256.81
Main Installation Cost	\$ 5,393
Main ES & GA	\$ 814
Total Cost of Main Installation	\$ 6,207
Cost per Service Line	
Estimated Cost Per Service Line	\$ 2,438.32
Service Line Cost with ES & GA	\$ 2,806.00
Notes and Other Information	



Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.
 400 N 4th Street
 Bismarck, ND 58501

**State of South Dakota
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5

Original Sheet No. 20

Canceling Vol. 1 1st Rev. Sheet No. 20

FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 1 of 6

The policy of Montana-Dakota Utilities Co. for gas extensions necessary to provide firm sales or firm transportation service to customers is as follows:

A. General Rules and Regulations Applicable to all Firm Service Extensions

1. An extension will be constructed without a contribution if the estimated capital expenditure is cost justified as defined in paragraph A.3.
2. The Company may require customer or developer cost participation if the estimated capital expenditure is not cost justified.
3. The extension will be considered cost justified if the calculated maximum allowable investment equals or exceeds the estimated capital expenditure using the following formula:

Maximum Allowable Investment=

(Annual Basic Service Charge + (Project Estimated 3rd Year Annual Dk x Distribution Delivery Charge)) / Levelized Annual Revenue Requirement Factor

4. Cost of the extension shall include, if applicable, the gas main extension(s), valves, tap setting and associated equipment, barricade, service line(s), any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.

The service line is that portion of the gas service extending from the main to the connection at the house regulator and/or meter.

5. Where cost participation is required, such extension is subject to execution of the Company's standard agreement for extensions by the customer or the developer and Company.
6. A refund will be made only when there is a reduction in the amount of contribution required within a five-year period from the extension(s) in service date. Interest will be calculated annually by the Company on any refund

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		



Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.
 400 N 4th Street
 Bismarck, ND 58501

**State of South Dakota
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5
 Original Sheet No. 20.1
 Canceling Vol. 1 1st Rev. Sheet No. 20.1

FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 2 of 6

amounts and shall be equal to the average commercial paper interest rate (A1/P1), not to exceed 12 percent per annum.

No refund shall be made by Company after the five-year refund period and in no case shall the refund excluding interest, exceed the amount of the contribution.

7. The Company reserves the right to charge customer the cost associated with providing service to customer if service is not initiated within 12 months of such installation.

B. Customer Extensions

Cost participation for extensions where customers will be immediately available for service is as follows:

1. Contribution -
 - a. When a contribution is required, the customer(s) shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
 - b. The contribution shall be made by:
 - i. A one-time payment prior to construction, or
 - ii. Payment of 25% of the contribution prior to construction and the balance in no more than twenty-four equal monthly installments. If customer discontinues service within the twenty-four month period, the balance will be due and payable upon discontinuance of service, or
 - iii. Customer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or written guarantee commitment, shall be effective for the original five-year

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**State of South Dakota
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5
 Original Sheet No. 20.2
 Canceling Vol. 1 1st Rev. Sheet No. 20.2

FIRM GAS SERVICE EXTENSION POLICY Rate 120

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term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety or guarantor shall reimburse the Company for such recalculated contribution requirement, or

- iv. Customer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.
- d. If within the five-year period from the extension(s) in service date, the number of active customers and related volume exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment.
- e. The recalculated contribution requirement shall be collected from the new applicant(s).
- 2. Refund -
 - a. The Company will refund to the original contributor(s) the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Customers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
 - b. No refunds will be made until the new applicants begin taking service from the Company.

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Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.
 400 N 4th Street
 Bismarck, ND 58501

**State of South Dakota
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5
 Original Sheet No. 20.3
 Canceling Vol. 1 1st Rev. Sheet No. 20.3

FIRM GAS SERVICE EXTENSION POLICY Rate 120

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- c. If the addition of new customers will increase the contribution required from existing customer(s), the extension will be considered a new extension and treated separately.
3. Incremental Expansion Surcharge -
- a. The Company, in its sole discretion, may offer an Incremental Expansion Surcharge (Surcharge) to groups of customers requesting service totaling 10 or more when the total estimated cost would otherwise have been prohibitive under the Company's present rates and gas service extension policy. The contribution requirement to be collected under the Surcharge shall be the amount of the capital expenditure in excess of the Maximum Allowable Investment determined in accordance with paragraph A.3.
 - i. A minimum up-front payment of \$100.00 will be collected from each customer who signs an agreement to participate in the expansion.
 - ii. For projects that are expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus \$1.50 per dk.
 - iii. For projects that are not expected to be recovered within a 5-year period, the Surcharge shall be set at a fixed monthly charge of \$5.00 per month plus a commodity charge designed to provide recovery of the contribution requirement.
 - b. The Surcharge shall remain in effect until the net present value of the contribution requirement, calculated using a discount rate equal to the overall rate of return authorized in the last rate case, is collected.
 - c. The Surcharge shall apply to all customers connecting to natural gas service within the expansion area until the contribution requirement is satisfied.
 - d. The net present value of the Surcharge will be treated as a contribution-in-aid of construction for accounting purposes.

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State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 5
 Original Sheet No. 20.4
 Canceling Vol. 1 Original Sheet No. 20.4

FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 5 of 6

C. Developer Extensions

Cost participation may be required for extensions such as a subdivision or mobile home court, in which a developer is installing roads, utilities, etc., before housing is built.

1. Contribution -

- a. When a contribution is required, the developer shall pay the Company the portion of the capital expenditure not cost justified as determined in accordance with paragraph A.3.
- b. The contribution shall be made by:
 - i. A one-time payment prior to construction, or
 - ii. Developer may post a bond, irrevocable letter of credit, or a written guarantee commitment in the amount of the required contribution prior to construction. Such bond, issued by a bonding company authorized to do business in the state, letter of credit, or a written guarantee commitment, shall be effective for the original five-year term and is subject to approval and acceptance by the Company. If at the end of the original five-year term, a contribution requirement exists in the subject project based on a recalculated maximum expenditure, the surety shall reimburse the Company for such recalculated contribution requirement, or
 - iii. Developer, upon approval by Company, may finance the amount of the required contribution subject to the following conditions: 1) maximum contribution to be financed shall be determined by the Company at its sole discretion, 2) maximum term shall be five years, 3) interest will be charged at the Company's incremental weighted cost of capital.
- c. Upon completion of construction, the contribution amount will be adjusted to reflect actual costs, and an additional charge may be levied or a refund may be made.

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		


Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.

 400 N 4th Street
 Bismarck, ND 58501

**State of South Dakota
 Gas Rate Schedule – SDPUC Volume No. 2**

Section No. 5
 Original Sheet No. 20.5

FIRM GAS SERVICE EXTENSION POLICY Rate 120

Page 6 of 6

2. Refund -

- a. If within the five-year period from the extension(s) in service date, the number of active customers and related volumes exceeds the third-year projections, the Company shall recompute the contribution requirement by recalculating the maximum allowable investment. Such recalculation shall be done annually based upon the anniversary of the extension(s) in service date.
- b. The Company will refund to the developer the amount required to reduce their contribution to the recalculated contribution requirement. No refunds will be made for amounts less than \$25.00. Developers who have posted a bond, letter of credit, or written guarantee commitment will be notified of any reduction in surety or guarantee requirements.
- c. If the addition of new customer(s) will increase the contribution required from the developer, the extension will be considered a new extension and treated separately.

Date Filed:	December 30, 2002	Effective Date:	Service Rendered on and after December 2, 2003
Issued By:	Donald R. Ball Asst. Vice President-Regulatory Affairs		Implemented December 4, 2003
Docket No.:	NG02-011		

Addendum A

Firm Gas Service Extension Agreement (Rate 120)

- 1) Customer agrees to provide utility easements acceptable to the Company where necessary for the benefit of this project.
- 2) The costs presented herein are estimates only, are subject to be trued-up to actual costs. These estimates do NOT include any unforeseen obstacles or frost charges. Additional costs will be the responsibility of the customer.
- 3) Customers are responsible for locates of customer owned facilities including, but not limited to: sprinkles systems, customer downstream piping, and customer owned electric facilities. Montana-Dakota Utilities Co. will not be responsible for damages to facilities that were not located prior to construction.
- 4) All land in which utilities will be placed must be within six (6) inches of final grade and property pins must be in place.
- 5) All wet utility deep work must be complete and stubbed beyond the utility easement prior to construction.
- 6) Given the existence of the coronavirus pandemic, Company may not complete the Natural Gas extension in the time anticipated herein. To the extent Company is unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly, Company's anticipated time to complete the Natural Gas extension shall be extended accordingly.

Terms agreed to and accepted by:


Customer

03/31/2022
Date

This addendum accompanies the Firm Gas Service Extension Agreement dated _____

Your Single Source Service Provider



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

March 4, 2022

QUOTE NUMBER: Q2201274

TOM LAW

Rasmussen Mechanical Services
 3590 Mayer Ave
 Sturgis, SD 57785

TOM KRUZEL

CITY OF DEADWOOD PUBLIC WORKS
 67 DUNLOP AVENUE
 DEADWOOD, South Dakota
 57732

Proposal**Subject: QUOTE-COMPRESSOR REPLACEMENT****Tom Kruzel,**

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

Inclusions:

- 3 TON COMPRESSOR
- LINE DRYER
- FREON
- LABOR FOR DEMO THE EXISTING COMPRESSOR
- LABOR FOR RECLAIMING FREON
- LABOR FOR INSTALLATION AND START UP

Clarifications:

NONE

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

THREE THOUSAND THREE HUNDRED AND NINETEEN DOLLARS AND NO CENTS....\$3,319.00

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,

Tom Law

Rasmussen Mechanical Services

Phone: 605.343.7800 ex. 521
 Mobile: +1 7128985862
 Email: tom.law@rasmech.com

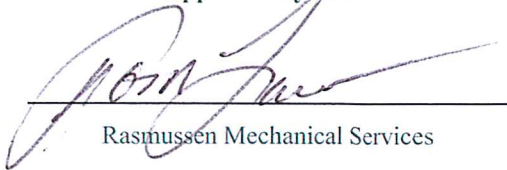
Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

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

 Authorized Signature for: CITY OF
 DEADWOOD PUBLIC WORKS

Approved by Seller



 Rasmussen Mechanical Services

 Date of Acceptance

QUOTE NUMBER: Q2201274

 Date of Acceptance

13. TRUCK 1/2 TON 4 X 4 LONG BOX

WEGNER AUTO

DODGE RAM 1500

CONTRACT #: 17620

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.		
COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (If any)
Blue	Patriot Blue	\$92
Gray	Granite Crystal	\$184
Red	Flame Red	
Silver	Billet Silver	\$184

* white

Engine, 3.6L V6
 Transmission, Automatic
 Electronic 4-wheel drive selection
 Power Door Locks with FOBs
 Brakes – ABS
 Power Windows
 Radio, AM/FM
 Bluetooth Capability
 Backup Camera
 Deep Tint Rear Windows
 Armrest, Fold Down (Cloth Only)
 Air Conditioning
 Air Bags, Side Impact
 Bumper, Rear Step
 Cruise Control
 Floor Covering, Rubber
 Box Length 8'
 Guard, Skid Plate Package - Manufacturer's Standard
 Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
 Brake Controller, Integrated
 Tow Hooks, 2 on Front
 Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
 Light, Rear Cargo
 Electric Mirrors, Right & Left Outside
 Seats, Cloth, Split Bench
 Tilt Steering
 Spare tire, full size, jack, and accessories
 Tire, Spare wheel & Tire Mounted Outside Vehicle
 Tires, All Terrain
 Wiper, Multiple Speed
 Factory Cab Headliner
 Factory Freight

27617

2595

V8 opt.

595

paint upgrade

\$30807

3/11/22 +
order add.695 Chrome Appearance
ADD3/11/22 +
order
ADD.195 Black ~~ext~~ tubular
running boards.

\$31,697 TOTAL

Delivery Date 90 – 120 days

Base Cost

Regular Cab \$27,617

- Engines, Option 5.7 V8 \$2595
- Axle, Option Ratio Rear, (Contact Vendor) \$150
- Floor Covering, Carpet/Mats \$395
- Light, Spotlight, Post Mounted 6" \$975
- Seats, Vinyl \$295
- Seats, Power Drivers Seat w/Lumbar Support \$4500
- Tires, Spare Wheel & Tire Mounted Inside -
Vehicle Box, Left Rear \$395
- Factory Installed 110v Converter (300-watt min.) \$4500
- Large Backup Display (list size) 8.4" \$895
- Grill Guard \$1295

Add

* ?? price

INVOICE

PLEASE REMIT TO

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



INVOICE NUMBER SRV085519
INVOICE DATE 12/21/2021
PO NUMBER
TOTAL DUE \$7,627.26

BILL TO

CITY OF DEADWOOD
67 DUNLOP AVENUE
DEADWOOD, SD 57732

LOCATION

ADAMS HOUSE
22 VAN BUREN STREET
DEADWOOD, SD 57732

Service Call 210614-0033

Customer Number	Called In By	Payment Terms
0002547	LANCE	Net 30

Description 6/23/21 5 TON A/C UNIT REPLACEMENT: BEGAN THE CONDENSER AND EVAP CHANGE OUT.

7/1/21 RECOVERED REFRIGERANT IN OLD SYSTEM. RAN NEW LINE SET, TESTED FOR LEAKS.
INSTALLED A NEW A/C UNIT EVAP COIL AND LINE SET. VACUUM PUMP IS ON UNIT.

7/2/21 FINISHED INSTALL AND PERFORMED START UP.

7/5/21 FIXED THREE CRACKS IN THE EVAPORATOR CONDENSATE PAN THAT WERE NOT
NOTICED AT INSTALL.

7/12/21 REPLACED A CRACKED DRAIN PAN ON THE COIL OF THE A/C. PUMPED DOWN THE
CONDENSER. CUT THE LINE SET NEXT TO THE COIL. CUT THE CONDENSATE LINE AND PULLED
OUT THE COIL. A COIL IS HELD IN PLACE BY 8-8 PLASTIC TABS. BROKE THE TABS TO GET THE
COIL OUT. PUT THE COIL IN THE NEW DRAIN PAN, PUT THE COIL AND DRAIN PAN BACK IN THE
UNIT. HOOKED UP THE LNE SET AND CONDENSATE. PRESSURE TESTED AND RAN VACUUM
PUMP. RAN AND TESTED. ADDED REFRIGERANT. WILL ORDER NEW DRAIN PAN.

8/17/21 SHUT THE UNIT DOWN AND TOOK PANELS OFF. CUT THE DRAIN LINE FREE FROM THE
COIL. PULLED THE COIL AND PAN OUT FROM THE UNIT AND TOOK THE OLD PAN OFF OF THE
COIL. PUT THENEW PAN ON COIL AND SLID IT BACK IN THE FURNACE. RECONNECTED THE
DRAIN. STARTED THE UNIT BACK UP AND VERIFIED IT WAS CONDENSATING AND FILLING THE
DRAIN AND NOT LEAKING ANYWHERE ELSE.

Detail of Charges

Charges	Description	Quantity	Total
LABOR			\$3,472.00
		Subtotal	\$7,627.26
		Total Tax	\$0.00
		Amount Paid	\$0.00
		Total	\$7,627.26

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



INVOICE

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

I N V O I C E #: 131611

 Freight Bill #: 78310
 Invoice Date: 03/14/22

Via Email: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 91800
 Your Contract #:
 Terms: NET30
 F.O.B.: DEADWOOD, SD
 Company #: 2851

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

WC Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
03/08/22	2626	BLACKSLICER Pkup#: 58906	27.8500 Tons	155.0000	T	\$4316.75

PICKUP: BLACKSTRAP
 DROPOFF: CITY OF DEADWOOD
 Dispatcher: 20/ Processed by: 10

NELIGH, NE
 DEADWOOD, SD

INVOICE TOTAL --> \$4,316.75

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

78310 O/ 55700.0000 Lbs.

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



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

MEMORANDUM

Date: March 10, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bob Nelson, Jr., Public Works Director
Re: Approval to contract with Archaeo-Physics, LLC to conduct geophysical investigation

City staff is requesting permission to conduct non-invasive geophysical investigations on three sites in the City of Deadwood. The surveys will be used for subsurface mapping of historic graves and features of these three locations. Plans are to conduct the surveys at Gordon Park, Oakridge Municipal Cemetery and 66 Taylor Avenue. The findings will provide useful information for any future projects at these locations.

Archaeo-Physics has presented a quote to conduct geophysical investigations at Gordon Park, Oakridge Municipal Cemetery and 66 Taylor Avenue at a cost not to exceed \$11,990.00 with the cost being split between HP Archaeology, Oakridge and Mt. Moriah Cemeteries. A copy of the quote is attached for your review.

The Historic Preservation Commission reviewed this request at their February 9, 2022, meeting and had concerns regarding the cost of the project and directed staff to research South Dakota companies to see if they can do this project and report back to the Commission.

Staff contacted the SD School of Mines and they use similar equipment for geological but not archeology. The State Archeological Research Center apparently does not have this type of equipment. No other South Dakota firms have been identified. Staff has reached out to the USGS offices to determine if they would have any equipment and experience.

The Historic Preservation reviewed this request again on March 9, 2022 and recommend to the City Commission to contract with Archaeo-Physics, LLC to conduct geophysical investigations at Gordon Park, Oakridge Cemetery and 66 Taylor Avenue at a cost not to exceed \$11,990.00 to be paid equally from HP Archaeology line item, Oakridge and Mt. Moriah Cemetery funds.

Recommended Motion: *Move to contract with Archaeo-Physics, LLC to conduct geophysical investigations at Gordon Park, Oakridge Cemetery and 66 Taylor Avenue at a cost not to exceed \$11,990.00 to be paid equally from HP Archaeology line item, Oakridge and Mt. Moriah Cemetery funds.*



SHALLOW
SUBSURFACE
GEOPHYSICAL
SURVEY

Proposal to Conduct a Geophysical Investigation of Three Sites in Deadwood, SD

2 February 2022

Prepared by Geoffrey Jones

Archaeo-Physics LLC, 4150 Dight Avenue #110, Minneapolis, MN 55406

(612) 201-9333 | e-mail: jones@archaeophysics.com

For:

City of Deadwood

108 Sherman Street

Deadwood, SD 57732

Overview

This is a proposal by Archaeo-Physics, LLC (Archaeo-Physics) to conduct a non-invasive geophysical investigation of three sites in the City of Deadwood, South Dakota. Geophysical survey will be used for subsurface mapping of historic structures, graves, and other features. The results are intended for historic preservation and planning. Four geophysical methods will be available: ground penetrating radar, electrical resistance, magnetic field gradient, and EM conductivity/magnetic susceptibility survey. At least two methods will be used at each site to improve feature detection and interpretation.

The sites to be surveyed are:

1. Gordon Park, adjacent to the Deadwood Recreation & Aquatic Center. Survey area will be approximately 0.1 acres (440 square meters). Ground penetrating radar survey is anticipated to be the principal geophysical method, with electrical resistance or EM conductivity/magnetic susceptibility survey as secondary methods.
2. Oakridge Municipal Cemetery. Survey area will be approximately 0.79 (3,200 square meters). Electrical resistance survey is anticipated to be the principal geophysical method, with magnetic field gradient or EM conductivity/magnetic susceptibility survey as secondary methods.
3. 66 Taylor Avenue, a residential lot formerly a historic cemetery. Survey area will be approximately 0.08 acres (330 square meters). Electrical resistance survey is anticipated to be the principal geophysical method, with EM conductivity/magnetic susceptibility survey as a secondary method.

The anticipated survey methods are based on available information regarding soils and environmental conditions and expected targets. On-site assessment may suggest alternative methods as most appropriate. The available methods are adaptable to a wide range of conditions and target types.

Geophysical survey methods

Prior to geophysical data collection, the survey areas would be divided into rectangular survey "grids" marked with wooden stakes. The survey grid system forms the basis for spatial control during data collection. A total station would be used for grid stakeout, and the grid system would be geographically referenced with high-accuracy gps.

With all of the instruments, data will be collected in parallel lines, with a spacing of 50cm or less between lines and multiple samples per meter along each line. Sample densities will vary with each method, but will be appropriate for high-resolution mapping.

Data will be conducted on site by Archaeo-Physics, LLC personnel, consisting of one Lead Investigator and one Field Technician.

Instrumentation and survey parameters:***Ground penetrating radar***

GPR survey will be conducted using a Sensors & Software Noggin GPR system with an operating frequency 500 MHz. Data sample density would be at least 40 samples per square meter. Data would be modeled in three dimensions for planview and profile mapping.

Electrical resistance survey

A Geoscan Research RM15 resistance meter will be used to perform the resistance survey. Typically, this might be used in twin-electrode or square-array configuration, with array and electrode spacing selected based on site conditions. Data sample density will be at least 4 samples per square meter.

Magnetic field gradient survey

Magnetic survey will use a Geoscan RM85/FAB1/FGM650 fluxgate gradiometer. Data sample density will be at least 16 points per square meter.

Electromagnetic conductivity/magnetic susceptibility survey

A CMD Mini-Explorer will be used to simultaneously collect both conductivity and magnetic susceptibility data from multiple depths. Data sample density would typically be at least 8 samples per square meter.

Interpretation and Reporting

All geophysical data will be processed using a variety of filtering and analysis techniques to enhance the detectability of possible features while suppressing geologic and modern “clutter,” statistical noise, and systematic error. Graphic displays of data will be optimized for cultural interpretation.

A technical report will discuss geophysical methods, survey design and data processing parameters, and results with interpretations. Results will be presented graphically within the technical report as high-resolution color and grayscale images.

Schedule

It is anticipated that fieldwork will be conducted during the spring of 2022, dates to be determined. If fieldwork occurs during the June-September field season, the cost of investigation will reflect higher lodging costs. It is estimated that data collection will require 3-4 days to complete (unless delayed by weather). Preliminary interpretation will be available within one week of completion of fieldwork. A formal report and invoice will be delivered within six weeks of completion of fieldwork.

Site access

The City of Deadwood will ensure access to the investigation areas during scheduled fieldwork. This includes: any permissions required; necessary landowner contact; conflict with other work or events; and ensuring that areas will be reasonably clear of obstacles that might limit coverage.

Deliverables

Deliverables will be the report of investigation, survey results maps, and data files. Unless otherwise requested, all deliverables will be delivered in digital formats. Archaeo-Physics personnel will also provide post-survey support and consultation.

Cost of Investigation

Two options are presented below, representing different seasonal lodging rates:

Option 1 (If fieldwork is conducted outside the June-September tourist season)

The cost of the services described will be a fixed fee of \$11,665.00

If services outside of the above scope are requested by the City of Deadwood, They will be invoiced at the following rates:

Hourly rate for Lead Investigator: \$85

Hourly rate for Field Technician \$40/hour

Per diem lodging, per person: \$96
 Per diem meals, per person: \$74
 Per diem meals first and last day of travel, per person: \$55.5
 Vehicle transport, per mile: \$0.585
 Materials: at cost

Option 2 (If fieldwork is conducted during June-September)

The cost of the services described will be a fixed fee of \$11,990.00

If services outside of the above scope are requested by the City of Deadwood, They will be invoiced at the following rates:

Hourly rate for Lead Investigator: \$85
 Hourly rate for Field Technician \$40/hour
 Per diem lodging, per person: \$128
 Per diem meals, per person: \$74
 Per diem meals first and last day of travel, per person: \$55.5
 Vehicle transport, per mile: \$0.585
 Materials: at cost

Approvals (signature)

City of Deadwood

Authorized signature:

Date:

Archaeo-Physics, LLC

Authorized signature:

Date:

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



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082

MEMORANDUM

Date: March 10, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: South Dakota State Historical Society Agreement

The City of Deadwood, the Deadwood Historic Preservation Commission, the South Dakota State Historical Society Board of Trustees and the State Historic Preservation Office are in a current agreement to provide services for the preservation and protection of Deadwood's historic resources. A close working relationship between Deadwood and the state is necessary.

Under SDCL 19-19A-11.1, the state historic preservation office would have 30 days to comment on any action taken by the City of Deadwood and Deadwood Historic Preservation Commission. This agreement brings this timeframe into a much more manageable operations for projects and activities within the city limits of Deadwood.

The agreement allows for careful consideration of projects that could affect the characteristics that make the City of Deadwood significant as a National Historic Landmark while allowing the city to change and grow as a living community.

The current agreement will expire on June 30 of 2022 and the State is requesting the City of Deadwood enter into another agreement from July 1, 2022 to June 30, of 2026. Per the agreement the City will pay the State \$70,000 each year for four years.

The Historic Preservation Commission reviewed this request at their March 9, 2022 meeting and recommend entering into an agreement with the South Dakota State Historical Society Board of Trustees from July 2022 to June 2026 in the amount not to exceed \$70,000 per year.

MOTION: *Move to sign the agreement with the South Dakota State Historical Society Board of Trustees from July 2022 to June 2026 in the amount of \$70,000 per year.*

AGREEMENT
 BETWEEN
 THE DEADWOOD HISTORIC PRESERVATION COMMISSION,
 THE CITY OF DEADWOOD,
 THE SOUTH DAKOTA STATE HISTORICAL SOCIETY BOARD OF TRUSTEES, AND
 THE STATE HISTORIC PRESERVATION OFFICE

This Agreement is made and entered into on this 1st day of February 2022, by and between the City of Deadwood and the Deadwood Historic Preservation Commission, hereinafter referred to as “DEADWOOD”, and the South Dakota State Historical Society Board of Trustees and the State Historic Preservation Office, hereinafter referred to as “STATE”.

The parties to this Agreement acknowledge that in order to provide for the preservation and protection of Deadwood’s historic resources, a close working relationship between DEADWOOD and the STATE is necessary. This agreement will serve to allow for careful consideration of projects that could affect the characteristics that make the City of Deadwood significant as a National Historic Landmark while also allowing the city to change and grow as a living community.

NOW THEREFORE, the parties agree as follows:

1. DEADWOOD shall provide annually to the STATE, funding to be used for the purpose of providing a staff person to work with DEADWOOD and the city’s historic preservation needs.
2. It is the intention of the parties that DEADWOOD shall make transfers to the STATE for the purposes stated in this Agreement for each year of the agreement as follows:
 - a. \$70,000 for the state fiscal year beginning July 1, 2022 and ending on June 30, 2023
 - b. \$70,000 for the state fiscal year beginning July 1, 2023 and ending on June 30, 2024
 - c. \$70,000 for the state fiscal year beginning July 1, 2024 and ending on June 30, 2025
 - d. \$70,000 for the state fiscal year beginning July 1, 2025 and ending on June 30, 2026
3. DEADWOOD will provide the STATE an opportunity to investigate and comment on any project, which may encroach upon, damage or destroy historic resources and properties in the City of Deadwood pursuant to SDCL Chapter 1-19A. Deadwood will initiate consultation with the STATE upon receiving information regarding any project and will initiate consultation in concert with the preparation of staff reports.
4. The STATE hereby agrees that the following Projects, except as specified in Section 5 of this Agreement, will not encroach upon, damage or destroy Historic Properties, and that DEADWOOD is not required to submit the following Projects to the STATE for review under SDCL 1-19A-11.1:

- a. The issuance of building permits for interior construction within residential Historic Properties, except as provided in Section 5(f) of this Agreement, and provided that, and subject to the requirement that, DEADWOOD makes the Standards, as defined in Section 10 of this agreement, available to the property owners.
- b. The issuance of building permits for construction on Historic Properties, except as provided in Section 5(f) of this Agreement, and only when (i) DEADWOOD has issued a finding, based on the Standards, as defined in Section 10 of this agreement, that the Project will not encroach upon, damage or destroy Historic Property, and (ii) the STATE has concurred with the Commission's finding. DEADWOOD shall notify the STATE of its finding by e-mail, facsimile transmission, courier, or U.S. mail. The STATE must notify DEADWOOD of its objection to the finding within three days after receipt of the finding. The STATE's notification of objection may be served on DEADWOOD by telephone (with a follow-up written notification), e-mail, facsimile transmission, courier, or U.S. mail. Failure of the STATE to respond within three days after its receipt of the finding will mean that the finding will stand. If the STATE timely objects to the finding, the Project must be submitted to the Office for review under SDCL 1-19A-11.1 as outlined in sections 6 through 9.
- c. The installation, replacement, and repair of, and performance of routine maintenance on, traffic control devices (excluding support buildings necessary for operation of those devices), including but not limited to, stop signs, yield signs, and traffic signals, provided that, and subject to the requirement that, such installation and replacement is required according to the Manual on Uniform Traffic Control Devices.
- d. Routine maintenance or repair of underground utilities, both public and private, within public rights-of-way. The Parties agree that this exemption does not apply to infrequent, large-scale reconstruction projects that are not part of the City's normal maintenance and repair program.
- e. Routine maintenance or repair of above-ground utilities, both public and private, such as curb, gutter, storm sewer and other similar projects, and excluding streetlights and roadways, within public rights-of-way. The Parties agree that this exemption does not apply to infrequent, large-scale reconstruction projects that are not part of the City's normal maintenance and repair program.
- f. Routine maintenance, repair, and re-paving of roadways. The Parties agree that this exemption does not apply to reconstruction of roadways.
- g. Maintenance or repair of city resources that does not result in a loss of historical integrity of the resource, such as the loss of historic features, artifacts, structural support, historical setting, and other elements which qualified the resource, or property in the environs of the resource, as Historic Property. "Maintenance or repair" includes washing, waxing, repainting, replacement of exhausted elements of utilities such as light bulbs, care of lawns and other greenery, and other activities that do not remove, abrade, alter or destroy the resource or its physical elements.

- h. The operation and maintenance of city parks provided that projects meet the provisions of Section 4(g) of this Agreement.
 - i. The construction or alteration of signs subject to review by the Deadwood Sign Commission.
 - j. Projects for the construction or repair of basement egress windows, not visible from any street, on Historic Properties.
 - k. Paving, maintenance and repair of existing alleys, sidewalks, driveways, and parking areas.
 - l. Foundation repair or reconstruction on Historic Properties, provided that, and subject to the restriction that, the above-ground portion of the foundation does not exceed two feet in height at any point.
 - m. Repair of any roof or roof structure on Historic Property, provided that, and subject to the restriction that, the repair will not change the external appearance of the structure or alter the roofline.
5. The Parties recognize and agree that the Projects listed below will potentially have Adverse Effects on Historic Properties, are not subject to Section 4 of this Agreement, and must be submitted to the Office for review under SDCL 1-19A-11.1, after DEADWOOD has reviewed and commented on the Projects.
- a. The issuance of demolition permits for Projects on Historic Properties.
 - b. The issuance of moving permits for Projects on Historic Properties.
 - c. The issuance of building permits for Projects proposing significant additions to Historic Properties. "Significant additions" are additions that are as large as, or larger than, the existing foot-print of the original building or structure, or that add one or more stories to the original building or structure.
 - d. The issuance of building permits for the construction of dormers and/or skylights, visible from the street, on Historic Properties.
 - e. The issuance of building permits that alter the roofline of Historic Properties.
 - f. The issuance of building permits for Projects on Historic Properties on which a Covenant is held by the STATE.
 - g. Projects for the demolition and/or moving of Non-Contributing Buildings.
6. For projects that are not exempt from review as defined in Section 4 of this agreement and that DEADWOOD has determined may encroach upon damage or destroy historic property, DEADWOOD shall submit a project notification to the STATE. Upon receipt of a project notification from DEADWOOD, the STATE will review the notification and comment within five (5) business days. If the STATE determines an extended period of

- time is needed to complete the review, the STATE will notify DEADWOOD in writing within the first two (2) business days of receipt of the project notification that the STATE'S response may take up to thirty (30) days from receipt of the notification as allowed by state law. Upon completion of the review, the STATE may initiate an investigation or may determine that no further review is required.
7. If the STATE initiates an investigation, the STATE will notify DEADWOOD in writing of the concerns and issues that need to be addressed through a Case Report as defined by ARSD 24:52. The STATE will provide direction as to the course of the investigation and the required elements of the Case Report. DEADWOOD will provide the STATE with requested additional information. The STATE will have twenty (20) business days from the date of receipt of information provided by DEADWOOD to review and comment.
 8. The STATE may request additional information and will have an additional twenty (20) business days from receipt of the requested information for review. Upon completion of the review, the STATE will provide an official determination on the project.
 9. If the STATE makes a final determination that the project will encroach upon damage or destroy historic property, DEADWOOD will make the final decision as to whether to allow the project to proceed. A project can proceed only after DEADWOOD has made a written determination, based upon the consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to the historic property, resulting from such use, and ten days' notice of the determination has been given, by certified mail, to the STATE. A complete record of factors considered shall be included with such notice.
 10. DEADWOOD and STATE will use the current *Deadwood, South Dakota: Comprehensive Historic Preservation Plan; Downtown Design Guidelines, Deadwood, South Dakota*; Applicable Deadwood City Ordinances and Building Codes; SDCL Chapter 1-19A; ARSD Article 24:52; and the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in preparing and reviewing project reports and case reports.
 11. The STATE and DEADWOOD will work closely regarding matters of common interest and historic preservation within the City of Deadwood. The STATE agrees that STATE staff will travel to DEADWOOD regularly and upon request, subject to mutually agreeable schedules.
 12. DEADWOOD appoints its historic preservation officer as the liaison between DEADWOOD and the STATE for purposes of this Agreement and other historic preservation matters involving DEADWOOD and the STATE. The STATE appoints its historic preservation director as its liaison officer for such purposes.
 13. This Agreement contains the entire Agreement between the parties and is subject to and will be construed under the laws of the State of South Dakota and may be amended only in writing signed by both parties.
 14. The Agreement can be terminated upon thirty (30) days written notice by either party.
 15. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This Agreement will be

terminated by the STATE if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the STATE nor does it give rise to a claim against the STATE.

16. This Agreement will continue in full force and effect until June 30, 2026.

DEADWOOD HISTORIC PRESRVATION COMMISSION

Dale Berg, Chairperson	Date
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CITY OF DEADWOOD

David R. Ruth, Jr., Mayor	Date
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SOUTH DAKOTA STATE HISTORICAL SOCIETY BOARD OF TRUSTEES

Sean J. Flynn, President	Date
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SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

Ted M. Spencer, State Historic Preservation Officer	Date
---	------

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



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

MEMORANDUM

Date: March 10, 2022
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Development of Pedestrian Wayfinding System

To continue to promote the City of Deadwood as a “walkable city” and for easier identification of attractions and points of interest, staff has met with Berberich Design Group to design a new pedestrian wayfinding system. This project was identified several years ago and part of the overall effort to make Deadwood more visitor friendly while developing professional signage compatible with the National Landmark District.

Attached is a three-stage proposal from Berberich Design Group that includes research/analysis, design, and design documentation. The stages outlines and communicates their approach to the pedestrian wayfinding project.

The amount of this agreement is not to exceed \$11,495.00. Mr. Ray Berberich with Berberich Design is the designer of record for the archways and vehicular wayfinding systems installed over the past several years.

This Pedestrian Wayfinding System project is valuable to promote Deadwood as a “walkable city” and for easier identification of attractions and points of interest for residents and visitors. This is a budgeted expenditure from the wayfinding line item.

The Historic Preservation Commission reviewed this request at the March 9, 2022 meeting and recommend the City Commission enter into a contract with Berberich Design Group for the development of a Pedestrian Wayfinding system in the amount of \$11,495.00 from the HP professional services line item.

Recommended Motion:

Recommend City Commission enter into a contract with Berberich Design Group for the development of a Pedestrian Wayfinding system in the amount of \$11,495.00 from the HP professional services line item.

THE CITY OF DEADWOOD, SD

DOWNTOWN PEDESTRIAN WAYFINDING

FEBRUARY 14, 2022

REVISED
FEBRUARY 28, 2022

Prepared and Submitted by:



PROPOSAL/AGREEMENT
BETWEEN CLIENT AND DESIGNER
FOR LIMITED PROFESSIONAL SERVICES

VERSION 01

CLIENT

The City of Deadwood
605- 578-2082

Contact: Kevin Kuchenbecker
kevin@cityofdeadwood.com
605-641-5568 c

DESIGNER

Berberich Design
Ray Berberich
605-430-5170 cell
ray@berberichdesign.com

PROJECT

City Core Pedestrian Wayfinding

Dear Kevin,

Berberich Design (*Designer*) would like to thank you and The City of Deadwood (*Client*) for this opportunity to provide professional design and consulting services for your community. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section outlines compensation followed by terms for the project.

01 - PROJECT OVERVIEW

Below is a brief description of our understanding of the project to date based on our meeting on February 8th, 2022:

Having completed three phases Vehicular Wayfinding Signage for the City of Deadwood, the Designer has been asked to provide design services for new Pedestrian Wayfinding within the city core that will encompass the area along Highway 85 from Dunlap Avenue to Armory Street, all of Historic Main Street, and along Sherman Street to the entrance of the parking lot where the Mickelson Trailhead is located. A list of destinations has been defined and include:

- Adams house
- Broken Boot Gold Mine
- Old West Museum - Day's of 76
- Deadwood Welcome Center
- Historic Adams House

- History & Information Center (diorama)
- Homestake Adam Research and Cultural Center
- Mount Moriah Cemetery
- Outlaw Square
- The Brothel Deadwood
- Deadwood Carnegie Public Library
- Deadwood City Hall

The design should be part of the same family of signs that have been established by the Designer. Currently there is no budget or timeline that has been established.

02 - SCOPE OF WORK

The following is a three (3) stage proposal that will include research/analysis, design, and design documentation. The Stages below outlines and communicates our approach to the project and has been developed based on the project overview information above and our experience on similar projects.

STAGE I - RESEARCH AND ANALYSIS

During the Research and Analysis Phase we shall:

- Hold a Project Kick-off meeting with key personnel
- Establish a relationship with the client liaison
- Conduct a visual audit of the any existing pedestrian wayfinding signage for evaluation
- Interview appropriate City staff to outline the needs, goals, operational and maintenance issues for the new signage program
- Review existing circulation patterns that exist for pedestrian traffic
- Identify key destinations
- Working with the Client liaison begin to develop the project terminology & nomenclature
- Consider use of international symbols
- Begin to establish signage locations and site plans
- Begin to establish preliminary message schedule
- Photograph and document as needed

All information from Stage I shall be assembled in an electronic PDF format for review and comment by key personnel. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Upon approval Phase I shall be complete.

STAGE II - SCHEMATIC DESIGN

During the Schematic Design Phase, we shall:

- Begin developing design elements based on existing vehicular wayfinding signage and any marketing and branding materials
- Begin to define and develop pedestrian wayfinding signage that functions within the established wayfinding sign family
- Develop up to two (2) design directions using key elements that have been identified to help establish the preferred design direction that is to address the functional requirements for the project
- Begin identify project materials
- Begin identify project colors
- Develop design concepts using varying media, photo images, and /or hand drawings
- Continue to develop project terminology / nomenclature
- Continue to develop location plans & site plans
- Continue to develop message schedule

All information from Stage II shall be assembled and presented in an electronic PDF format for review and comment by key personnel. Upon approval of one design direction the Schematic Design Phase shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon approval Phase II shall be complete.

STAGE III - DESIGN & DEVELOPMENT

During the Design & Development Phase we shall:

- Develop to-scale color drawings for each sign type that has been identified to show overall dimensions and general material specifications that shall define the final design direction
- Finalize the visual vocabulary, colors, and materials
- Finalize project terminology/nomenclature
- Begin to finalize location/site plan
- Begin to finalize message schedule

At this time we shall assemble and present all information in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. If additional revisions and / or design directions are required, this work shall be considered as additional services.

Upon review and approval we shall finalize by:

- Developing documentation that contains complete and final drawings for each of the defined sign types
- Develop drawings that are to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color, and materials
- Finalize the location / site plans
- Finalize the message schedule

Final documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and / or design directions are required this work shall be considered as additional services. Upon review and approval Stage III shall be complete.

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

ADDITIONAL SERVICES AVAILABLE UPON REQUEST

STAGE IV - FABRICATOR SELECTION / BIDDING

STAGE V - CONSTRUCTION OVERSIGHT

03 - SCOPE OF BASIC SERVICES

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

04 – COMPENSATION / TERMS AND CONDITIONS

We propose the compensation for the above scope of work to develop a pedestrian wayfinding signage system:

Design Fees.....\$11,495.00

BILLING STRUCTURE

When accepted, Stage I of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance of this agreement and 50% of the Design Fees outlined above. Designer shall invoice the remaining design fees upon completion plus any reimbursable expenses that have been incurred over the course of the project. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be invoice hourly or at an agreed upon fixed fee.

DURATION OF SERVICE AND CANCELLATION

The duration of Designer’s involvement shall be limited to three (3) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid Services and costs, including fees and costs for which Designer has not yet billed Client.

TRADEMARKS & COPYRIGHTS

In the event any trademark and copyright results from the performance of services, Client agrees that such trademark and copyright therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free use of any trademark and copyright resulting from Designer's performance of services for the Client.

REIMBURSABLE EXPENSES

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, translation services, color computer printouts, high resolution scans, purchase of copyrighted material, photocopies, photography, postage, and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$500.00 with cost not to exceed \$1000.00.

WORKING ARRANGEMENTS

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

ADA & MUTCD COMPLIANCE

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act (“ADA”) requirements / guidelines and Federal Highway Administration (FHWA) requirements as specified in the Manual for Traffic Control Devices (MUTCD) along with other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to this project. The Designer, however, cannot and does not warrant or guarantee that any phase of the project will comply with guidelines and/or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to this project.

DESIGNS

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

CONFIDENTIAL INFORMATION

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

Thank you for this opportunity. We look forward to working with you and your staff.
Respectfully submitted,


Ray Berberich
BERBERICH DESIGN

EXECUTION OF AGREEMENT

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

CLIENT: _____

DESIGNER:  _____

ITS: _____

FY2021 Annual Survey of South Dakota Public Libraries

Shaded fields are prefilled in the online survey. Contact the SDSL Data Coordinator to make changes to these fields.

SECTION A. – GENERAL INFORMATION

Library Name	County
DEADWOOD PUBLIC LIBRARY	LAWRENCE

Mailing Address	Street Address
435 WILLIAMS ST	435 WILLIAMS ST
Mailing City	Zip Code
DEADWOOD	57732

Contact

Library Director	Email address of director
Patricia Brown	patricia@cityofdeadwood.com
Library Phone	
6055782821	

Admin

Fiscal year reporting	Legal Service Area Boundary Change	Government unit under which library is legally established	Year legally established
Jan - Dec	No	City	1895

Population

Population of the Legal Service Area <i>Based on Census population estimates for your legal service area.</i>	25,768
Estimated population of total service area <i>Estimate the population you actually serve.</i>	25,768

What does the library charge for a nonresident library card?	\$25
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Outlets

Number of Central Libraries	Number of Branch Libraries	Number of Bookmobiles
1	0	0

Building/ remodeling of library	Building/remodeling explanation	Total square footage main library
No		5,360

Codes

Legal Basis Code	Geographic Code
Municipal Government (city, town or village)	County (most nearly)

Library Hours - Public service hours of the main branch.

	Open	Close	Total hours
Sunday			N/A
Monday	11:00	6:00	7.00
Tuesday	11:00	6:00	7.00
Wednesday	11:00	6:00	7.00
Thursday	11:00	7:00	8.00
Friday	11:00	5:00	6.00
Saturday	12:00	4:00	4.00

Total hours open per week

39.00

SECTION C. -- PERSONNEL

Head Librarian

Head Librarian	Current Annual Salary	Hours worked per week by head librarian	Highest education level achieved by head librarian	Total number of years head librarian has worked in the field
1	51,500.00	40	BA plus graduate courses	20

Other Librarians

Total number of OTHER paid librarians	Total number of OTHER librarians worked per week	Total hours worked per week-ALL librarians	Total paid librarians FTE
2	37	77	1.93

All Other Paid Staff

Total number of all other paid staff	Total number of all other paid staff hours worked per week	All other paid staff FTE	Total paid employees FTE
2	29	0.73	2.66

Staff paid by non-library sources

Number of staff paid from other sources	Non-library pay sources	Average hours/week by staff paid by non-library source
1	Historic Preservation	10

Volunteers

Total number of volunteers	Average number of hours worked by volunteers per week
14	0.5

ALA-MLS Librarians

Total number of ALA-MLS librarians	Hours worked per week - ALA-MLS librarians	FTE librarians ALA-MLS librarians
0	0	0.00

SECTION D -- INCOME

Operating Income received during fiscal year

Operating income – City/Town	\$62,174
Operating income – County	\$91,801
Operating income – School District	\$0
Operating income – Tribal Appropriation	\$0
Operating income – College Appropriation	\$0
Operating income – Other Contracts (other libraries or towns)	\$0
Local Government Revenue	\$153,975
State Appropriations	\$0
Federal Income	\$0
What amount of federal operating income is from LSTA grants?	
Other Operating Income	\$2,234
Total Operating Income	\$156,209

Capital Income

Local government capital income	\$0
State government capital income	\$0
Federal government capital income	\$0
Other capital income	\$0
Total capital income	\$0

SECTION E -- EXPENDITURES

Staff Expenditures

Salaries and Wages for Library Staff	\$82,723
Total employee benefits	\$17,536
Total all salaries and benefits	\$100,259

Collection Expenditures

Print materials expenditures	\$6,238
Electronic materials expenditures	\$2,125
Other materials expenditures	\$2,355
Total expenditures for library materials	\$10,718

Other Operating Expenditures

All other operating expenditures	\$22,253
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Total operating expenditures	\$133,230
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If there is a large difference between total operating income and total operating expenditures, please provide an explanation for the difference and what happens to unspent revenue.

Over budgeted for health insurance in 2021 request. Money returns to general fund.

Capital Expenditures

Capital expenditures on facility	\$0
Capital expenditures on technology	\$0
Other capital expenditures	\$0
Total Capital Expenditures	\$0

Total Expenditures	\$133,230
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SECTION F – LIBRARY HOLDINGS

Books

Books (print)	12,616
Ebooks accessed through SDTG	0
Other ebooks units* owned, leased, licensed	31,100
Total Ebooks	31,100

Subscriptions

Current print serial subscriptions	26
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Audio, Video, Other

Audio – physical units*	137
Audio – downloadable units* accessed through SDTG	0
Other downloadable audio units* owned, leased, or licensed	19,758
Total downloadable audio	19,758
Video – physical units*	3,196
Video – downloadable units*	705
Other (films, multimedia kits, maps)	785

Electronic Collections (Databases)

Local/other licensed electronic collections (databases)	2
State licensed electronic collections (databases)	62
Total licensed electronic collections (databases)	64

Total Holdings	68,387
Total Physical Items in Collection	16,760

SECTION G – SERVICE ACTIVITIES

Supplemental COVID Questions - PLS FY2021 federal supplemental data elements regarding library operations during COVID-19 pandemic

510 Were any of the library's outlets physically closed to the public for any period of time due to the Coronavirus (COVID-19) pandemic?	Yes
511 Did library staff continue to provide services to the public during any portion of the period when the building was physically closed to the public due to the Coronavirus (COVID-19) pandemic?	Yes
514 Did the library allow users to complete registration for library cards online without having to come to the library during the Coronavirus (COVID-19) pandemic?	No
515 Did the library provide reference service via the Internet or telephone when the building was physically closed to the public during the Coronavirus (COVID-19) pandemic?	Yes
516 Did the library provide 'outside' service for circulation of physical materials at one or more outlets during the Coronavirus (COVID-19) pandemic?	Yes
520 Did the library intentionally provide Wi-Fi Internet access to users outside the building at one or more outlets during the Coronavirus (COVID-19) pandemic?	Yes
521 Did the library increase access to Wi-Fi Internet access to users outside the building at one or more outlets during the Coronavirus (COVID-19) pandemic?	No
522 Did library staff work for other government agencies or nonprofit organizations instead of, or in addition to, their normal duties during the Coronavirus (COVID-19) pandemic?	No

Library Service Indicators

Registered users	1,718
Annual total attendance in the library	4,732
Attendance reporting method	Annual Count
Annual total reference transactions completed	728
Reference transactions reporting method	ed on Typical Week(s)

Collection Use

Circulation of Physical Materials

Books	3,201
Magazines and other print items not included above	832
Non print physical items	4,205
Non print physical items, minus audio and video materials	33
Total Physical Item Circulation	8,238

Circulation of Electronic Materials

Ebooks	762
Audiobooks (and music)	1,342
Video	10
Use (circulation) of Electronic Materials	2,114

Electronic Collection (database) Use

SDSL-provided electronic collections use	0
Other electronic collection use	57
Successful Retrieval of Electronic Information	57

Total Circulation of Materials	10,352
How many of Total Circulation are children's materials?	1,279
Total Electronic Content Use	2,171
Total Collection Use	10,409

Library Programs

In-person Program Sessions Offered

	Children Ages 0-5	Children Ages 6-11	Young Adults Ages 12-18	Adults Ages 19+	General Interest
Onsite	18	22	0	2	1
Offsite	0	0	0	0	1
Total	18	22	0	2	2

In-person Program Attendance

	Children Ages 0-5	Children Ages 6-11	Young Adults Ages 12-18	Adults Ages 19+	General Interest
Onsite	153	117	0	11	50
Offsite	0	0	0	0	200
Total	153	117	0	11	250

Live Virtual Programming

Number of Synchronous Virtual Program Sessions	1
Synchronous Virtual Program Attendance	45

Recorded Programs (synchronous)

Total Number of Recorded (Asynchronous) Program Presentations	41
Total Views of Recorded (Asynchronous) Program Presentations (within 7 days)	1,559

One-to-One Programs / Summer Reading

How many one-to-one program sessions did the library conduct?	38
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Self-directed Activities

How many passive activities were offered?	4
Approximately how many patrons took part in these activities?	35

Internet

Total number of Internet computers for use by general public	6
Annual number of public access/ internet use sessions	2,955
Reporting Method for Number of Uses of Public Internet Computers Per Year	Annual Count
Does the library offer public Wi-Fi service?	Yes
Annual wireless sessions	2,797
Reporting Method for Wireless Sessions	Annual Count
URL of the library's webpage	www.cityofdeadwood.com/library
Annual Website Visits	5,118

Library Policies and Practices

Does the library charge fines for overdue materials?	Yes
What automation system do you use?	KOHA
If you have an automated system, is it connected to the internet?	Yes, available online

Resource Sharing / Interlibrary Loan

	Received from/ borrowed from other libraries	Provided/sent/loaned to other libraries
Out-of-state total	0	0
In-state total	220	987
Total ILLs	220	987

SECTION H. – TRUSTEES

Library Board Members

Name	Address	Office Held	Term Expires
Tessa Allen	160 Charles St., Deadwood, SD 57732	President	2022
Emily Kutil	2 Ryan Rd., Deadwood, SD 57732	Vice President	2025
Krystal Stulken	PO Box 169, Deadwood, SD 57732	Trustee	2023
Teri Bruce	35 Madison, Deadwood, SD 57732	Trustee	2023
Sue DeGooyer	788 Stage Run, Deadwood, SD 57732	Trustee	2025
Michael Johnson	8 Van Buren	City Council Rep.	

Library Board Appointees

Trustees appointed by what governing body?	other governmental unit
Trustees reside, own property, or own a business within the boundaries of the library's local governing unit.	Yes
Trustee terms are staggered so that all terms do not expire in the same year.	Yes
The library's governing body replaces or reappoints library trustees every three years upon expiration of their terms.	Yes
In addition to the appointees, the governing body appoints one of its own members to serve as a full voting member of the library board. (Optional: The governing body determines whether to appoint a representative to the library board.)	Yes

Library Board Meetings

Number of trustee meetings held per year	10xYR
Trustee meeting schedule	2nd Thurs of month, 8:30AM
Date of last public library board meeting	2022-02-10
Are you aware of and do you comply with the SD Open Meetings law?	Yes

Friends of the Library / Library Foundation

Does your library have a Friends of the Library group?	No
President's name and address	
Does your library have a Library Foundation?	No
President's name and address	

SECTION I-J. – STANDARDS / POLICIES / EVENTS / SURVEY CONTACTS

Supplemental questions

Library Strategic Plan	
When was the library's strategic plan last reviewed?	NA - no strategic plan
If you have a strategic plan, do you have plans to update it?	Yes
Would you and your library board be interested in a training to learn how to write an effective library strategic plan?	Yes
Library Technology Plan / Internet	
Has the library's tech plan been updated/reviewed/revised in the last three years?	Yes
Would you like to be contacted by the State Library Technology Coordinator for more information about creating a technology plan?	No
Does your library currently meet CIPA compliance requirements? (Federal Children's Internet Protection Act)	Yes
Does the library currently take advantage of federal E-rate discounts for broadband connectivity or equipment costs?	No
Would you like to be contacted by the State Library Technology Coordinator for more information about E-rate?	Yes

Narrative listing any special events

SPECIAL EVENTS: The library partnered with the Lead-Deadwood PTO to host a summer reading kick-off event at Outlaw Square which included a live band, activities related to the summer reading theme, volunteers sharing information about the library and signing people up for library cards. This became an all ages event, putting the library on the community's radar. A second event happened in December with a 16 foot live tree placed in the center of the library. City staff set the tree up, put all the lights on and the tree topper. Library staff created an ornament-making table for library visitors to create an ornament and add to the tree. Many of the ornament activities as well as the tree topper were created from discarded books. Volunteers baked cookies and bars, making it possible for us to have coffee, tea and treats each day during our holiday festivities. During this time, we also partnered with a local business TOYS FOR TOTS campaign by offering fine forgiveness for donated toys. A fun holiday event that involved participation from community members and partnering with another entity in our community. Two library board members attended the Framing the Future virtual events along with the Director. Library staff participated in several virtual trainings as well as 8 CE trainings plus the Summer Institute. Library staff and board members participated in a number of planning meetings for the SD Book Festival which, disappointingly, was moved to all virtual events. **COVID IMPACTS:** We remained closed to the public for the first two weeks of January, re-opening with limited hours and limits to the number of people in the library at one time. Beginning in March, we increased our hours from 20/week to 34/week. By May, hours were at 39/week. During the time of restricted hours, we continued to offer curbside service.

Would the library staff and/or library board members like to schedule a visit from one of the State Library Outreach staff in 2022?	No
List any specific topics you'd like covered during a library visit from SDSL staff:	Answered no because I would like to discuss this with library board members before answering for sure. We had

Certify the Annual Report

Certification by Library Director

Library Director (name):	Patricia Brown
Librarian or staff member completing the survey (if not the director):	

Certification by Library Board

Library board president (name):	Tessa Allen
Date the annual report was reviewed by the library board:	2022-03-10/17

Certification by Governing Body

Name of City or County official who reviewed the annual report:	David R. Ruth, Jr.
Position held:	Mayor
Date the annual report was reviewed by the governing body:	2022-03-07/21

SELECTED KEY RATIOS – FY 2021

These are key ratios and percentages generated by the survey tool. Per capita ratios are based on the population of the library's legal service area (LSA)—the population of the geographic area the library serves.*	Your library FY 2021	Your library FY 2020	Statewide average FY 2020
Population used for per capita ratios* <i>Per capita ratios: Divides the total monetary or service statistics by the population served. This ratio helps you compare values among libraries of different sizes.</i>	1,664	2,006	790,528
Financial Measures			
Local government operating revenue per capita <i>All income from local government sources divided by LSA.</i>	\$92.53	\$79.21	\$33.88
Total operating revenue per capita <i>Includes income from state, federal, and miscellaneous sources.</i>	\$93.88	\$87.66	\$35.48
Total operating expenditures per capita	\$80.07	\$53.24	\$33.63
Collection expenditures per capita <i>This is the dollar amount spent per resident on new library materials.</i>	\$6.44	\$4.72	\$3.88
Portion of the library's operating budget used for new materials	8.0%	8.9%	11.6%
Service Measures			
Registered borrowers per capita <i>The ratio of people registered to use library services. This can show what ratio of the community are active library users if the library regularly purges its files of inactive users. The library's registered borrower records should be purged of inactive users at least every three years.</i>	1.03	0.83	0.45
Library visits per capita <i>The average number of library visits per resident. It is an indicator of public awareness of library services.</i>	2.84	2.04	1.87
Computers and Internet <i>Public libraries address the digital divide by providing access to computers, internet and WiFi services.</i>			
Public internet uses per capita <i>The average number of uses per resident of the library's public computers.</i>	1.78	1.45	0.38
Public Wi-Fi network use per capita <i>The number of times per resident that a device connects to the library's public wireless network.</i>	1.68	1.89	0.62
Collection and Circulation Ratios			
Total circulation per capita <i>The average number of loans made to residents. Low circulation ratios may be a result of low collection expenditures or indicate that the library should evaluate the relevancy of its new materials purchases to community needs.</i>	6.22	4.00	5.24
Portion of the library's total circulation that is children's materials <i>Compares ratio of children's materials circulated to total circulation. It is useful to know when considering other services to children.</i>	12.4%	12.6%	37.5%
Portion of the library's total circulation that is digital materials <i>Includes ebooks, downloadable audiobooks and video.</i>	20.4%	13.6%	22.2%
Library Program Ratios and Totals <i>Programs require increased allocation of library resources such as staff, time, materials.</i>			
Total program attendance per capita <i>Number of people who attended library programs per resident.</i>	0.35	0.00	0.14
Total attendance per program <i>Ratio of program attendance (all ages) to the total number of live programs held.</i>	12.80	0.00	15.56

*For Lawrence, Meade & Pennington county libraries: We calculated your per capita population based on a formula that combines the library's local population and your library's ratio of total circulation for the county.

STATE NOTES (attached to individual questions on the annual report form)

Total Operating Revenue (#304)

We did not receive any funds from grants in 2021--2022-03-01

Audio - Physical Units (#452)

A number of our audiobooks were not in the automated circulation system. These were added along with new audio books.--2022-02-28

SECTION B. – OUTLET / BRANCH INFORMATION - FY 2021

Location	DEADWOOD PUBLIC LIBRARY
----------	-------------------------

Address	City	Zip Code
435 WILLIAMS ST	DEADWOOD	57732

County	Phone Number	Outlet Code
LAWRENCE	6055782821	Central Library

Square footage of branch / outlet	Number of bookmobiles in outlet record
5,360	0

Total service hours OPEN to public per year	Total number of weeks branch open to public
1,950	50

Number of Weeks an Outlet was Closed to the Public Due to COVID-19	Number of Weeks an Outlet Had Limited Occupancy Due to COVID-19
2	20

Branch Librarian	Total Branch Staff paid
Patricia Brown	4

Total hours open during typical week	Total days open during typical week
39	6

DEADWOOD

FIRE DEPARTMENT

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

21 March 2022

To: Honorable Mayor & Commissioners

From: Fire Department

The Fire Department would like to make the following purchases six (6) portables analog radios that will double as pagers Motorola SL300 at a cost not to exceed \$360.00 each and one (1) six bay charger at a cost not to exceed \$275.00 for a total cost of \$2,535.00 from Western Communications. We currently have three pages in need of repair at a cost estimated at \$300.00 plus (replacement is \$695.00). we feel that the purchase of the portables is a better use of the money.

Questions and comments can be directed to Chief Hamann or Ken Hawki.

Thanks

Ken Hawki

DFVD

Work-Based Learning Agreement



WORK-BASED LEARNING PROGRAM AGREEMENT BETWEEN

Center Name: Boxelder Job Corps CCC
Address: 22023 Job Corps PI
Telephone: 605-348-3636

and

Employer: City of Deadwood
Address: 108 Sherman St
Telephone: 605-578-2082 ext 2213

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-Based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA reads, "While students are enrolled in Job Corps, students are considered employees of the Federal Government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps."

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer shall record the incident in accordance with their established injury record keeping system and report the incident to the WBL coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including serious injuries resulting in hospitalization in accordance with 29CFR 1960.29, "Basic Program Elements for Federal Employees OSHA." In the event of a student fatality or serious injury, the work site and the WBL coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident

Work-Based Learning Agreement



investigation to determine the root cause in order to implement corrective actions to prevent future occurrences. The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident. (OSHA Act of 1970, Sec. 8 Inspections, Investigations, and Recordkeeping)

Work-Based Learning Agreements

Job Corps Center agrees to:

- 1) Request a copy of the WBL site's last federal and/or state OSHA inspection to review violations. WBL coordinator will contact site to determine if the identified hazards have been abated:
 - If site refuses to provide copy of inspection results, WBL coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- 2) Monitor all active work-based learning sites on a weekly basis to ensure that students are receiving quality training in a safe environment. Center instructors, safety officer(s), and other staff shall visit active work sites on a regular basis to:
 - Observe and counsel students;
 - Observe working environment for potential hazards;
 - Observe students' use of safety work practices including use of proper protective equipment;
 - Ensure that the training needs of the students are being met; and
 - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 3) A process for notifying the employer in the case of student absence (i.e., winter/summer break, unexpected student absence, center function);
- 4) Record all accidents and injuries in the Safety and Health Information Management System (SHIMS) within 7 days of supervisor notification;
- 5) Record and report all serious injuries or illnesses with 24 hours to the SHIMS coordinator, Center Director and Center Safety Officer;
- 6) A process for notifying the employer of potential safety hazards identified by students and/or center staff;

Work-Based Learning Agreement



- 7) Coordinate with the employer to conduct an investigation of accidents results in serious injuries and/or fatalities involving Job Corps students;
- 8) Document and record student WBL assignments and progress.

WBL employer agrees to:

- 1) Provide the center WBL coordinator with a copy of the latest federal and/or state OSHA inspection results upon request;
- 2) Provide direct supervision and workplace mentors to students;
- 3) Assist students in achieving agreed upon career technical and academic skills;
- 4) Document student achievements and competencies;
- 5) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions;
- 6) Adhere to all applicable federal and state laws and regulations regarding employment (Fair Labor Standards Act) and applicable safety and occupational health (to include environmental health);
- 7) Coordinate with _____, Center Safety Officer, to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students;
- 8) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the worksite in the event of a student fatality or serious injury;
- 9) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees;
- 10) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- 11) In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.
- 12) Report all accidents, damage, loss or destruction of property, or emergency immediately to Bonnie Fuller, Center Director /designee, _____ in order to provide a detailed report.

Work-Based Learning Agreement



Center Director: _____ Date: _____

WBL Coordinator: _____ Date: _____

Center Safety Officer: _____ Date: _____

Employer Manager**: _____ Date: _____

Employer WBL Supervisor: _____ Date: _____

Employer Safety Officer: _____ Date: _____

**** NOTE:** Employer Manager is the person who is authorized to execute this agreement on behalf of the employer whether a Government agency or private employer.

**Product Lease Agreement
with Postage Meter Rental Agreement**

Section (A) Office Information

Office Number	Office Name	Phone #	Date
9470	Midwest Connect	(308) 238-5070	02/17/2022

Section (B) Billing Information

Company Name	City of Deadwood
DBA	
Billing Address	102 Sherman Street
City State Zip+4	Deadwood SD 57732
Contact Name	Jessicca McKeown Phone (605) 578-2600
Contact Title	Fax (605) 722-0786
Email Address	jessicca@cityofdeadwood.com PO #

Section (C) Installation Information (if different from billing information)

Company Name	City of Deadwood
Installation Address	102 Sherman Street
City State Zip+4	Deadwood SD 57732
Contact Name	Jessicca McKeown Phone (605) 578-2600
Contact Title	Fax (605) 722-0786
Email Address	jessicca@cityofdeadwood.com
Main Post Office	Deadwood PO 5-Digit Zip Code 57732

Section (D) Products

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
1	IX3WP5	IX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
3	H2MRS100	(MS33LP) Promo Credit Valid With: IX-3/5/7/9 Mailing or S.M.A.R.T Packages

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard	Number of Months First 63		Monthly Payment (Plus applicable taxes) \$81.82
	Current Lease Number:		
	<input type="checkbox"/> ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model IX3AI Machine Model IX3WP5 Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form)	Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:
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Service Products (Check all that apply)

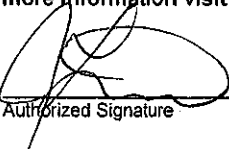
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> NeoShip PLUS (EP70PLUS) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____

This document consists of a Product Lease Agreement with Quadiant Leasing USA, Inc.; and a Postage Meter Rental Agreement, and an Online Services and Software Agreement with Quadiant, Inc.; and a Postage Funding Account Agreement with Quadiant Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-V9-2020), which are also available at www.quadiant.com/Commercial-Equipment-Lease-Terms-USPS-Dealer-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadiant, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.

 Authorized Signature	Jessica McKeown Finance Officer Print Name and Title	2/25/22 Date Accepted
Accepted by Quadiant Inc. and its Affiliates		Date Accepted

OTIS11760 U.S. Hwy 1
West Tower, Suite 600
Palm Beach Gardens, FL 33408

CUSTOMER NO.	DATE	INVOICE NO.
576662	02/22/22	CLH16213001

INVOICE

AMOUNT DUE 2,625.00

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
P.O. BOX 73579CHICAGO
606733579

IL

CITY OF DEADWOOD
67 DUNLOP AVEDEADWOOD
577321510

SD

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANYTO PAY YOUR INVOICES ONLINE, OR TO SET UP
RECURRING PAYMENTS, PLEASE VISIT OUR
PAYMENT PORTAL AT:
[HTTPS://OTIS.PAYINVOICEDIRECT.COM/](https://otis.payinvoicedirect.com/)**INVOICE**

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY**** INVOICE CHARGES ****BUILDING REFERENCEADAMS MUSEUM
54 SHERMAN STREETCUSTOMER NO.

576662

DATE

02/22/22

INVOICE NO.

CLH16213001

DEADWOOD
57732

SD

DATE OF SERVICE:

01/18/22

AUTHORIZED REPAIR OF ELEVATOR GUIDE SHOES.
DISASSEMBLED GUIDES AND REINSTALLED NEW GUIDE
SHOES

WORK PERFORMED: REPLACED

CAR - CAR GUIDES

TECH DESCRIPTION: TEPLACE GUIDE SHOES

MACHINE# : F11800

VEHICLE CHARGE : 140

STANDARD RATE :

5.00 HRS @ \$497/HR REG RATE = 2485.00

SUBTOTAL

2,625.00

TAX

.00

FREIGHT

.00

TOTAL AMOUNT DUE

2,625.00

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (515-270-2066)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7
AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED
STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE
DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE
ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.


OTIS11760 U.S. Hwy 1
West Tower, Suite 600
Palm Beach Gardens, FL 33408

CUSTOMER NO.	DATE	INVOICE NO.
576662	02/22/22	CLH16210001

INVOICE

AMOUNT DUE
5,596.00

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
 OTIS ELEVATOR COMPANY
 P.O. BOX 73579
 CHICAGO IL
 606733579

CITY OF DEADWOOD
 67 DUNLOP AVE
 DEADWOOD SD
 577321510

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
 MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

TO PAY YOUR INVOICES ONLINE, OR TO SET UP
 RECURRING PAYMENTS, PLEASE VISIT OUR
 PAYMENT PORTAL AT:
[HTTPS://OTIS.PAYINVOICEDIRECT.COM/](https://otis.payinvoicedirect.com/)

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
**** INVOICE CHARGES ****

BUILDING REFERENCE
 ADAMS MUSEUM
 54 SHERMAN STREET

CUSTOMER NO.
 576662

DATE
 02/22/22

INVOICE NO.
 CLH16210001

DEADWOOD
 57732

SD

DATE OF SERVICE:

01/20/22

AUTHORIZED REPAIR OF ELEVATOR DOOR SENSOR EDGE.
 LATEST MODEL OF DOOR SAFETY EDGE INSTALLED.
 MACHINE# : F11800

PB
422-02

SUBTOTAL	5,596.00
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	5,596.00

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (515-270-2066)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

Straight Line Striping
 1713 Space Court
 Rapid City, SD 57701
 Cell 605-381 4940
 Home 605-341-0863
 Dan St.Pierre

Name/Address
Deadwood Parking Garage 630 Broadway St. Deadwood, SD 57732

Date	Estimate No.	Work Order #
03/11/22	1024	

Item	Description	Quantity	Cost	Total
Handicap	Handicap Emblem	12	30.00	360.00T
4" yellow	4"Yellow Stripe	8,362	0.16	1,337.92T
Curb	Curb Yellow	1,534	0.16	245.44T
Arrows	Arrows White	50	7.00	350.00T
Mobilization	Mobilization	4	125.00	500.00T
	Excise Tax		2.00%	55.87
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$2,849.23

Straight Line Striping
 1713 Space Court
 Rapid City, SD 57701
 Cell 605-381 4940
 Home 605-341-0863
 Dan St.Pierre

Name/Address
City Of Deadwood 102 Sherman St Deadwood, SD 57732 Curbs On Main St

Date	Estimate No.	Work Order #
03/11/22	939	

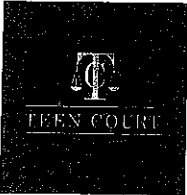
Item	Description	Quantity	Cost	Total
Cross Walk	Cross Walk	3,205	0.16	512.80T
Curb	Curb Yellow	5,000	0.38	1,900.00T
Curb	Curb Red	425	0.38	161.50T
Mobilization	Mobilization	2	125.00	250.00T
	Excise Tax		2.00%	56.49
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$2,880.79

Straight Line Striping
 1713 Space Court
 Rapid City, SD 57701
 Cell 605-381 4940
 Home 605-341-0863
 Dan St.Pierre

Name/Address
City Of Deadwood Sherman St, Lee St, Deadwood St & Pine St. Deadwood, SD 57732

Date	Estimate No.	Work Order #
01/31/21	1034	

Item	Description	Quantity	Cost	Total
4" yellow	4"Yellow Stripe	4,220	0.16	675.20T
4" White	4" White Stripe	2,560	0.16	409.60T
Curb	Curb Yellow	3,170	0.42	1,331.40T
Curb	Curb Blue	20	0.38	7.60T
Curb	Curb Purple	80	0.42	33.60T
Arrows	Arrows Ex Large	14	20.00	280.00T
Cross Walk	Cross Walk Bars	62	20.00	1,240.00T
Stop Bar	Stop Bar	16	25.00	400.00T
Mobilization	Mobilization	3	125.00	375.00T
	Excise Tax		2.00%	95.05
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$4,847.45



Lawrence County Teen Court

PO BOX 227
DEADWOOD, SD 57732

Date	Invoice #
3/3/2022	76

Bill To
City of Deadwood
100 Sherman Street
Deadwood, SD 57732

Description	Amount
Lawrence County Teen Court Budget Allocation for FY2022	8,500.00
	Total \$8,500.00

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Wednesday, March 16, 2022, to complete the “**Deadwood Event Complex Restrooms and Concession Building**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results to the City Commission on Monday, March 21, 2022, at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Chamberlin Architects, 725 St. Joseph Street, Rapid City, South Dakota 57701 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids will be sealed and marked “**Deadwood Event Complex Restrooms and Concession Building**”. Bids may be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 22nd day of February 2022.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: February 23, 2022 and March 2, 2022.

For any notice that is published twice:

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

**NOTICE OF PUBLIC HEARING
DEADWOOD MICKELSON TRAIL MARATHON POST PARTY
OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 21, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Sunday, June 5, 2022: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 from 2:00 p.m. to 5:00 p.m.

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

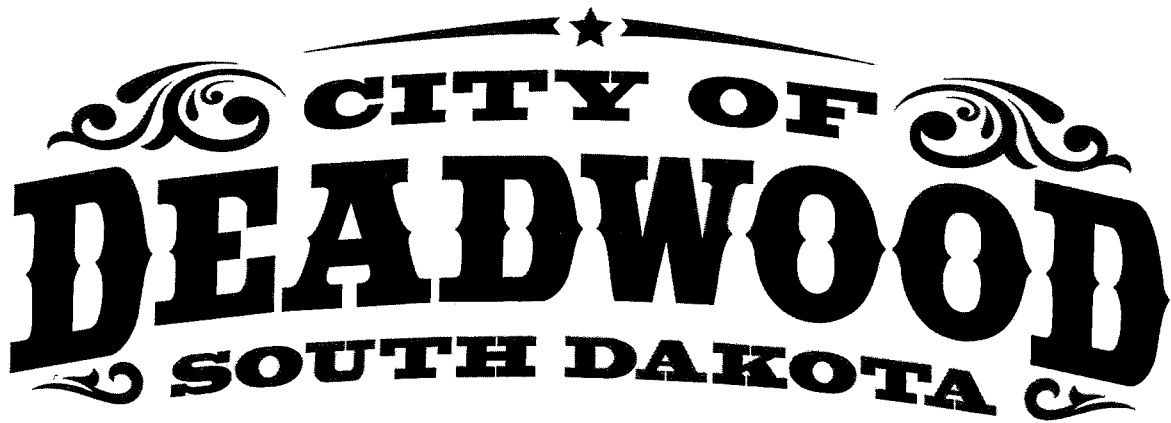
Dated this 7th day of March, 2022.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 9, 2022

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



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

Instructions:

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

EVENT INFORMATION

Type of Event:

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

 Event Title: Mickleson Trail Post Race Party

 Event Date(s): June 5, 2022
 (month, day, year)

 Total Anticipated Attendance: 300

 (# of Participants # of Spectators)

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

 Location / Staging Area: Outlaw Square

 Set up/assembly/construction Date: June 5, 2022 Start Time: 12 pm AM / PM

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

Soud production load in along with band load in. Set up of bike gate barrier on perimeter of Square

 Dismantle Date: June 5, 2022 Completion time: 7 pm AM / PM

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

N/A

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

 Sponsoring Organization: Mickleson Trail Marathon

 Chief Officer of Organization (NAME): Emily Wheeler

 Applicant (NAME): Wade Morris aka Bobby Rock

 Business Phone: (605) 717-6848

 Address: 703 Main St
Deadwood
SD
57732

(city)

(state)

(zip code)

 Daytime phone: (605) 717-6848

 Evening Phone: (605) 644-9162

Fax #: ()

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

Name: _____

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

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

OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION

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

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

There will be possible appetizers served provided along with Beer given to those participants wearing the race bibs.

Open Container (beer & wine only) Zone 4

Emily will be approaching Silverado/Franklin for beer & wine permit to allow beer and wine at Outlaw Square

Event will be from 2 pm until 5 pm with Chelsie Dee Band performing on the Outlaw Square stage.

Security will be provided by Badlands Security to monitor the Square perimeter so no event cups leave the property and to check ID's and wristband 21 & over.

Beer and wine will be served in event cups only

No street closure required

**NOTICE OF PUBLIC HEARING
FOR PBR TOURING PRO EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 21, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, June 10, and Saturday June 11, 2022: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

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

Dated this 7th day of March, 2022.

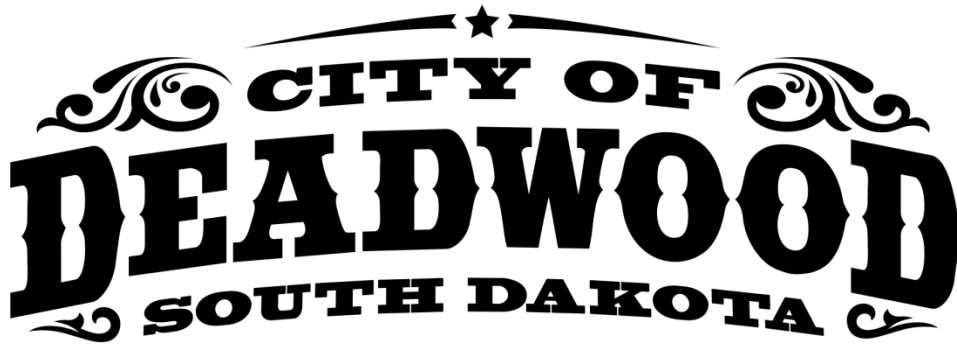
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 10, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.

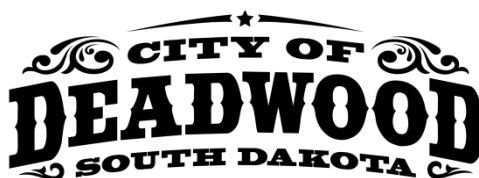


Event Complex Rental and Use Agreement

Event: Deadwood PBR
June 10th and 11th
Date: _____

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 406-885-1385

Cell Phone: 406-885-1385

Email Address: Alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): June 8th- 11th 2022

Hour(s): 8am -10pm

Event Date(s): June 10th and 11th 2022

Hour(s): 7pm - 10pm

Clean-up Date(s): June 12th 2022

Hour(s): 10am - 4 pm

Approximate number of people who will attend: 4000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood PBR

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

Name: Desiree Libby Title: Administrative Director
 Phone: 406-291-2255 Representing: Libby Productions LLC

Name: Aaron Title: Ambulance Director
 Phone: 605-206-1566 Representing: LDRH

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

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

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

**NOTICE OF PUBLIC HEARING
FOR WILD BILL DAYS
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE
AND REQUEST WAIVER OF VENDOR, BANNER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 21, 2022, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Requests:

Dock Dogs: Main Street from Deadwood to Pine Street starting at 9:00 a.m. on Thursday, June 16 and will remain closed through Saturday, June 18, 2022 at 10:00 p.m.

Concerts: Main Street closed from Wall to Deadwood Street starting on Thursday, June 16 at 2:15 p.m. and will remain closed through Sunday, June 19, 2021 at 2:00 a.m.

Open Container Requests:

Thursday, June 16, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Friday, June 17, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, June 18, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from Noon to 10:00 p.m.

Request to Waive Vendor Fee and Allow Vending on Public Property:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Wild Bill Days June 17 & 18, 2022 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.

Main Street:

Motorcycle parking on Main Street from Wild Bill Bar to Nugget Saloon, and in front of Mineral Palace from 8:00 a.m. to 10:00 p.m. Friday, June 17 and Saturday, June 18, 2022.

Request to Waive Banner Fee:

Friday & Saturday, June 17 & 18, 2022 for Dock Dogs banners

Use of Public Property

Allow the use of public property for Deadwood's Annual Midnight Cowboy 5K Run Friday, June 17, 2022.

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 7th day of March, 2022.

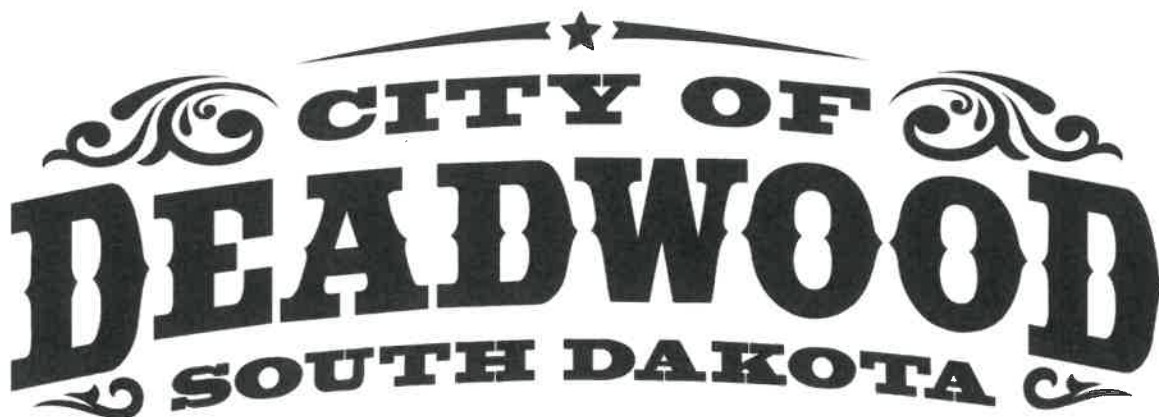
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: March 10, 2022

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

WILD BILL DAYS June 16-18-22

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: Wild Bill Days

Event Date(s): June 16-18 2022 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Wall- Deadwood/ Deadwood-Pine

Set up/assembly/construction Date: Thursday June 16th Start Time: 2.15pm AM / PM

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

Dismantle Date: Saturday June 18th-19th Completion time: 10pm- 2am AM / PM

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

Wall-Deadwood/Thursday 6 /16-19 2.15pm-2am Deadwood-Pine Deadwood-Pine 6/16-18 9am-10pm

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Lee Harstad Business Phone: (605) 578-1876

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

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

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION

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

Wild Bill Days.

2 days of free concerts, Dock Dogs, Gold Panning, Cowboy Fast Draw and Wild Bill Motorcycle Classic.

Concert at Outlaw Square Thursday 6/16 8pm-10pm *MIDNIGHT COWBOY RUN 6-17-22 10pm*

Street Closures.

Thursday 6/16 at :am thru Saturday 6/18 at 10pm

Deadwood to Pine

Dock Dogs

Thursday 6/16-19 2.15pm-2am

Wall to Deadwood

Stage set-up

Request to park motorcycles beginning Friday 6/17 8am-10pm and Saturday 6/18 8am-10pm

Wild Bill Bar-Nugget Saloon. also Front of Mineral Palace.

Request Open Container 1 and 2 Zones

Thursday 6/17 5pm-10pm

Friday 6/17 5pm-10pm

Saturday 6/18 Noon-10pm

Request to Waive Banners fees for Dock Dogs and Sponsors.

Request to waive Fee for Band Merchandise

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

- | | |
|--|---|
| NO
<input checked="" type="checkbox"/> | YES
<input type="checkbox"/> Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Does this event involve a fixed venue site? If YES , attach a detailed site map showing all streets impacted by the event. |

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (specify):

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

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

**NOTICE OF PUBLIC HEARING
FOR CFDA NATIONALS/COWBOY FASTDRAW
USER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 21, 2022, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for CFDA Nationals/Cowboy Fastdraw on Wednesday, June 15 through Saturday, June 18, 2022.

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 7th day of March, 2022.

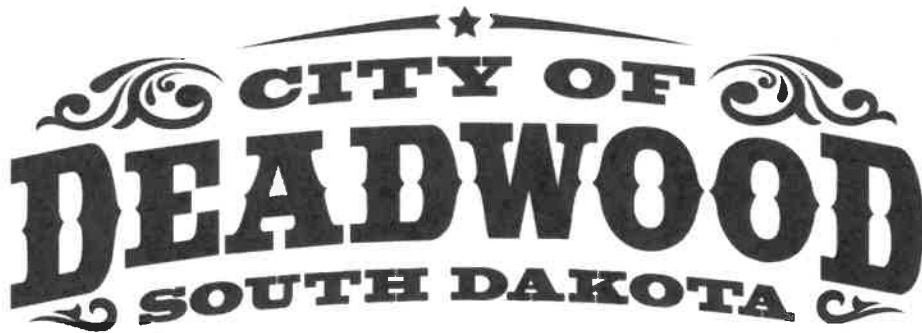
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: March 10, 2022

For any public notice that is published one time:

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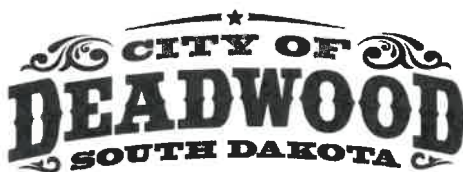
Event Complex Rental and Use Agreement

Event: CFDA Nationals/Cowboy Fastdraw

Date: 6/17-18

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: CDFA Nationals/Cowboy Fastdraw

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-2876

Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): 6/15/22

Hour(s): Noon-5pm

Event Date(s): 6/17 6/18 2022

Hour(s): 6am-Noon

Clean-up Date(s): 6/18/22

Hour(s): Noon-10pm

Approximate number of people who will attend: 500

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: CFDA Nationals/Cowboy Fastdraw

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:

www.cityofdeadwood.com or by calling (605) 578-2082.

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

Additional contacts:

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

Name: Bonnie Bollock Title: _____
 Phone: 605-996-6889 Representing: Cowboy Fastdraw Ass

Name: Brad Hemmah Title: _____
 Phone: bradhemmah.45@gmail.com Representing: Cowboy Fastdraw Ass.

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$2.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ 0.00 Key Deposit \$ _____

Parking Lots \$ 0.00 Cleaning/Damage Deposit \$ _____

Baseball Fields	\$ 0.00
-----------------	---------

Total Fees	\$ 0.00	Total Deposits	\$ 500.00
-------------------	----------------	-----------------------	------------------

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

Organization: The Deadwood Chamber

Name: Sarah Kryger Title: Event Coordinator/Chamber

Signature:  Date: 2/3/2022

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING
FOR 3 WHEELER MOTORCYCLE RALLY EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 21, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Wednesday, July 13, 2022: Motorcycle parking on Main Street from Wall Street to Deadwood Street, from 11:15 a.m. to 2:00 p.m.

Thursday, July 14, 2022: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 8:30 p.m. until parade ends.

Relaxation of Open Container:

Sunday, July 10, Monday, July 11, Tuesday July 12, Wednesday July 13, Thursday July 14, 2022 at the Event Complex from 11:00 a.m. to 10:00 p.m.

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

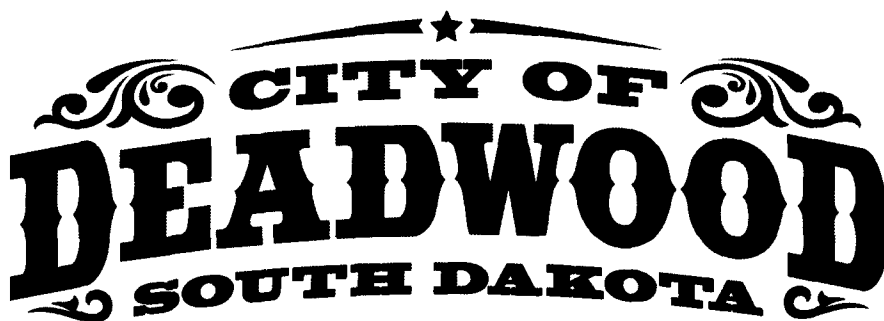
Dated this 7th day of March, 2022

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, March 10, 2022

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



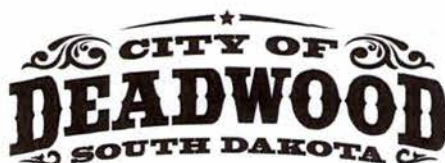
Event Complex Rental and Use Agreement

Event: 8th Annual Deadwood 3 Wheeler Rally

Date: July 10-15, 2022

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Teresa Schanzenbach

Business/Organization: First Gold, Inc.

Mailing Address: 270 Main

City, State Zip: Deadwood, SD 57732

Business Phone: 605-717-7174

Cell Phone: 605-210-0433

Email Address: teresas@firstgold.com

Dates Event Complex requested:

Set up Date(s): Saturday, July 9, 2022

Hour(s): 7 am - 10 pm

Event Date(s): Sunday, July 10, 2022

Hour(s): 7 am - 10 pm

Clean-up Date(s): Friday July 15, 2022

Hour(s): 7 am - 5 pm

Approximate number of people who will attend: 1000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: <u>Teresa Schanzenbach</u>	Title: <u>Event Coordinator</u>
Phone: <u>605-210-0433</u>	Representing: <u>First Gold, Inc.</u>

Name: <u>Fritz Carlson</u>	Title: <u>Owner</u>
Phone: <u>605-210-0433</u>	Representing: <u>Badlands Security</u>

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>3,500.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ _____		
Total Fees	\$ <u>3,500.00</u>	Total Deposits	\$ <u>1,100.00</u>

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

Organization: First Gold, Inc.

Name: Teresa Schanzenbach

Title: D3WR Event Coordinator

Signature: 

Date: Jan. 31, 2022

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

ADDENDUMS

D3WR Waiver/Release Form

D3WR Tentative Itinerary

Written Request for Equipment and Services

Request for Open Container

Copy of Banner Permit Application

MAPS

Proposed Use of Area

Parade Route

SDDOT Parade Permit

Show n Shine

Letter to Businesses

8th ANNUAL DEADWOOD 3 WHEELER RALLY
EVENT REGISTRATION/RELEASE FORM - July 10-15, 2022
ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

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

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

fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against D3WR, FGI, C of C, the City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representative and agents or may have against entities and individuals listed in the paragraph whether directly or through third parties. The intent of the parties is that D3WR, FGI, C of C, City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representatives, and agents shall be liability free regarding anything in any way connected with the event.

8. I hereby release D3WR, FGI, C of C and the City of Deadwood from all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Accident Waiver, Release of All Liability and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Full Signature of Driver: _____

Printed Name: _____ Date: July____, 2022

Full Signature of Passenger: _____

Printed Name: _____ Date: July____, 2022

Thank You for Joining Us – Ride Safe!

RALLY TRIVIA

Your AGE: _____ Yr. of TRIKE: _____ Miles RIDDEN to this Rally: _____ # of Years attending this event _____

2022 Schedule of Events

Deadwood Event Complex (DEC) - 15 76th Drive

3 Wheeler Central & Triple Horseshoe Bar - located on the east side of the football field

SUNDAY, JULY 10

Noon - 6 pm	Registration & packet pick-up (north of grandstands)
Noon - 10 pm	3 Wheeler Central Open
Noon	Triple Horseshoe Bar open
1 pm	"Do Deadwood" Scavenger Hunt
2 pm - 7 pm	Vendors Open
3 pm - 6 pm	Vendor Poker Run at DEC
5 pm	"Meet & Greet" Social with music f
7 pm	Drawing for Vendor Poker Run Prizes - Must be present . Followed by Know Your Rides - Ride/Map Overview
10 pm	DEC & Triple Horseshoe Bar Close

MONDAY, JULY 11

8 am - 5 pm	Registration & packet pick-up (north of grandstands)
8 am - 10 pm	3 Wheeler Central Open
9 am - 6 pm	Vendors Open
10 am	Trike Games of Skill Organized by Nebraska Iowa Spdyer Riders
11 am	Triple Horseshoe Bar open
1 pm	Free Ride Time (small groups gather & leave from DEC)
3:30 PM	Leave DEC for Road Warrior Ride thru Spearfish Canyon back to 3 Wheeler Central.
6 pm	Homemade Pie & Ice cream fundraiser with proceeds to benefit the Road Warrior Foundation Social/Live Music
10 pm	DEC & Triple Horseshoe Bar Close

TUESDAY, JULY 12

8 am - 10 pm	3 Wheeler Central Open
8 am - 5 pm	Registration & packet pick-up at 3 Wheeler Central
8:15 - 8:45 am	SkyMed Breakfast & Presentation
9 am - 6 pm	Vendors Open
9:30 am	TT-VOF's Meet & Greet/Ride/Luncheon
9:30 am	Free Ride Time (small groups can gather & leave from DEC)
9:30 am	All Women's Ride (Depart from DEC) Sponsored by BRP - Line-up 9:30 / Depart @ 10 AM Pre-regis. required & limited to 60 trikes. Ladies Only!
11 am	Triple Horseshoe Bar open
5 pm	Watermelon Feed at 3 Wheeler Central followed by
6 pm - 8 pm	Social and Karaoke @ 3 Wheeler Central
10 pm	DEC & Triple Horseshoe Bar Close

WEDNESDAY, JULY 13

7:30 - 11 am	VFW Pancake Fundraiser at 10 Pine St.
8 am - 10 pm	3 Wheeler Central Open
8 am - 11 am	Registration & packet pick-up @ 3 Wheeler Central
9 am - 6 pm	Vendors Open
11 am	Triple Horseshoe Bar open
11 am	Trike staging and depart from DEC for Show n' Shine on Historic Main Street
11:30 am	Show N Shine (concludes at 1:30pm)
2 pm	Small Group Rides—TBD
3 pm	Do Deadwood Scavenger Hunt Turn in completed forms by 3 pm today Winners announced and prizes awarded at 6:30 pm.
6 pm	Social at 3 Wheeler Central - live music
10 pm	DEC & Triple Horseshoe Bar Close

THURSDAY, JULY 14

8 am -10 pm	3 Wheeler Central Open
9 am - 4 pm	Vendors Open
11 am - 4 pm	7th Annual Poker Run/Scavenger Hunt
11 am	Triple Horseshoe Bar open
5:30 pm	Social/ Live Music
6:30 pm	Meal @DEC followed by D3WR Rally Awards & Recognition
8:15 pm	3 Wheeler Light Parade Line-up
8:30 pm	3 Wheeler Light Parade through Historic Deadwood Main Street w/ police escort
9 pm	Farewell Gathering - DEC
10 pm	DEC & Triple Horseshoe Bar Close

FRIDAY, JULY 15

8 am	Trike Blessing from the Spoke Wheel Reverend @ DEC
------	---

**City of Deadwood Request for Equipment and Services
8th Annual Deadwood 3 Wheeler Rally July 11-15, 2022**

A team of volunteers for the Deadwood 3 Wheeler Rally will be providing most of the necessary manpower at the Deadwood Event Complex. We do not anticipate needing extensive services from the Deadwood City workers during the event and will work with department heads to alleviate the need for services throughout the week. Volunteers will be responsible for the set-up and the day to day clean-up of the event complex area.

Use of the bathrooms under the grandstands are being requested. (With covid-19 we need to know who will be cleaning the bathrooms and understand who is responsible for social distancing signs).

We request the use of the folding chairs and any tables under the grandstand to be used on the property throughout the duration of the event. As we continue planning, we may ask to use the portable bleachers.

We request the use of ALL the city owned tents to be used during the rally from Saturday noon thru Thursday evening at 10 pm. We ask that city workers put up the tent by or prior to Saturday morning - July 9th.

We request the use of the water hydrants for riders to utilize to wash their trikes. Cleaning buckets, hoses, rags will be provided by D3WR.

In 2021 we worked with the Deadwood Police Department to aid in getting the destination rides out of the complex in a safe and timely manner. We will meet with the proper authorities in 2022 to request similar assistance and have the necessary paperwork filed with the city and state. We are not planning regular large group rides from the Deadwood Event Complex thus the manpower from the police will be minimal. However, we need assistance leaving the DEC for an all-women's ride (date and time TBD), on Wed., July 13 at 11:15 am for the Show N Shine and Thursday July 14th at 8:30 pm for the night parade.

We will be asking the city to provide some traffic barricades that can be used within the complex during the event and to also provide barricades for the Trike Show n' Shine, however D3WR will be able to put up and remove the Trike Show n' Shine barricades at the designated times if so approved by the City. We will continue to work with city department heads to determine the space needed on Main Street.

Badlands Security is being hired to patrol the area at night as trikes may need to be parked in the complex area overnight and vendors will have their merchandise/displays up in the designated areas.

We will work with the Days of 76 Museum to ensure trikes do not park in their designated/reserved parking spaces. We will have signs right inside the DEC at the entrance for museum guests to travel left. We will keep the trikes traveling to the right for the duration of the rally.

We ask that the trolley pick-up and delivery guests to the outside entrance of the DEC Starting Sunday at noon until the rally's conclusion on Thursday evening at 10pm.

We will keep the lines of communication open and have meetings as needed or requested by the City.

Recap for services:

Put up sign for no parking in the event complex effective midnight on Friday July 8th.

Set up ALL city -owned tents for the event

Provide guidance on vendor placement to best utilize the existing electricity.

Make accessible the chairs from Days of 76 and portable bleachers.

Make accessible freezer under grandstand for ice – ice will be made and pre-bagged at First Gold and brought over.

Provide barricades (if needed) for Wednesday Show n Shine

Open bathrooms under grandstands for use by registrants

Pick up garbage bags once a day from the event complex

Turn on water hydrant to use for trike wash station

Permission to use the football field for yard games (corn hole, Koob, Flamingo Golf Put, Frisbee) and to take a group picture.

Hang D3WR banners across Main Street

Turn on wifi for vendors to use to make transactions

Provide police escort for parade on Thursday Night at 8:30

Police assistance to get women riders out of the complex for their all-woman ride. Date and time TBD.

Provide 18 large orange construction cones for use during the rally inside the DEC

Re: Request from City Deadwood Commission for Open Container

For: 8th Annual Deadwood 3 Wheeler Rally at Deadwood Event Complex

Organized by: First Gold Resort & Gaming, 270 Main, Deadwood

Open Container Dates Requested for the following dates with times of open container to be from 11 AM to 10 PM.

- Sunday July 10, 2022
- Monday July 11, 2022
- Tuesday, July 12, 2022
- Wednesday, July 13, 2022
- Thursday, July 14, 2022

D3WR/First Gold will be selling alcohol and work with City officials to obtain proper licenses.

Respectfully submitted,

Teresa Schanzenbach

D3WR Event Coordinator/First Gold Sales

605-717-7174



BANNER PERMIT APPLICATION

\$150.00 APPLICATION FEE (NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

APPLICANT INFORMATION

Property Owner's Name: First Gold, Inc.

Address: 270 Main

City: Deadwood State: SD Zip: 57732

Telephone: 605-717-7174 Fax: _____

PROPOSED BANNER LOCATION

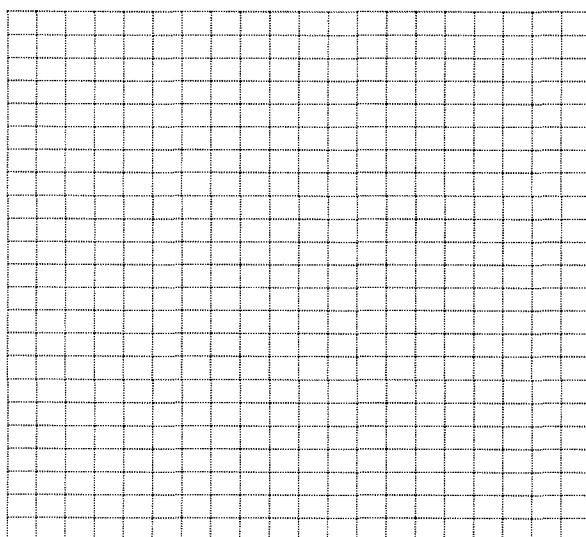
Business Name: Deadwood Event Complex

Address: 15 76th Dr.

City: Deadwood State: SD Zip: 57732

Telephone: _____ Fax: _____

Description of Proposed Banner Location on Building



12 foot by 4 foot banner placed between two steel posts along the wooden fence outside the Event Complex.

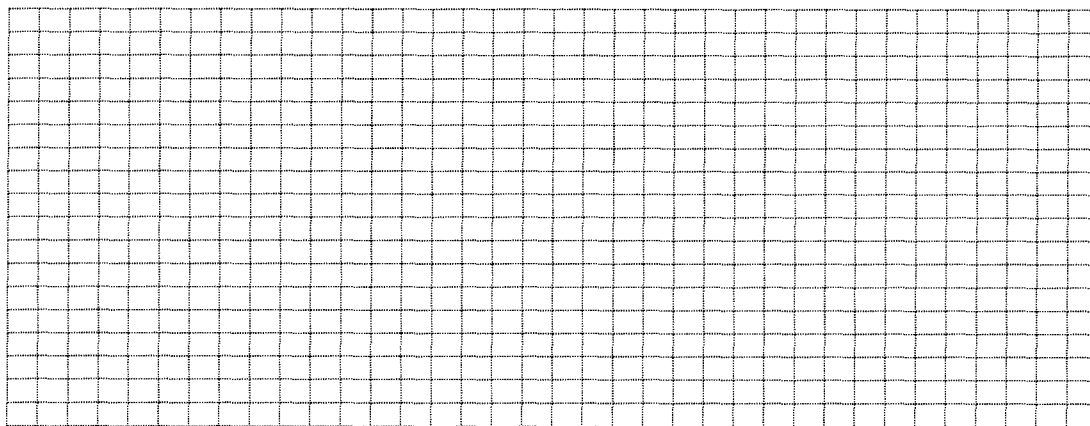
Welcome to Historic Deadwood
8th Annual
Deadwood 3 Wheeler Rally
July 10-15, 2022

Banner has the official D3WR logo and participating sponsors on it.



DESCRIPTION AND DIMENSIONS OF BANNER

Proposed Banner with dimensions < 96 Square Feet (photograph or sketch of proposed banner)



BANNER REQUIREMENTS

15.32.100 Banners. "Banner" means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.


15.32.150 Allowed signs subject to permit.

- B. Banners are allowed only with an approved permit and when used in connection with a special or civic event sponsored by a not-for-profit organization or a government agency. A permit is available through the City, at a rate related to fees listed in the city fee schedule. A permit and fee applies to each banner, per calendar year - each banner shall require an application, each banner is subject to fee.
1. Special events shall be designated by the city commission annually by resolution.
 2. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city.
 3. Banners shall be allowed to be placed no sooner that seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event.
 4. Applicants are encouraged to include the City of Deadwood's logo on all banners to promote the branding of Deadwood.
 5. A permit must be reviewed and approved by the Zoning Administrator and the Code Official or their designee. Permits are not guaranteed to receive same day approval.
 6. All approved banners are issued permit stickers, which must be displayed on the banner at all times.
 7. Banners shall not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission.
 8. Banners shall be a single-piece with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols.

9. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events.
10. An applicant who wishes to appeal the decision of the Zoning Administrator and the Code Official may appeal to the planning and zoning commission as provided by statute.
11. Application for Banner Permits must be completed and received a minimum of forty eight (48) hours prior to intended installation.

15.32.170 Permit costs. Sign and banner permits shall be charged at a rate related to fees listed in the city fee schedule, per sign or banner - multiple signs may be included in one application, however, each sign in such application is subject to the fee. Each banner applied for must be on an individual application.

APPLICANT'S SIGNATURE(S)

 1/31/22
 Applicant Date Applicant Date
teresas@firstgold.com
 Email Address Email Address

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

 City Building Inspector Date Planning and Zoning Officer Date

APPEAL REQUIRED

This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

 City Building Inspector Date Planning and Zoning Officer Date

WELCOME TO HISTORIC DEADWOOD



8th Annual Deadwood
3 Wheeler Rally

July 10-15, 2022

#D3WR

Banner Dimensions—4 ft wide by 12 feet long

To be hung outside the Event Complex along the fence.

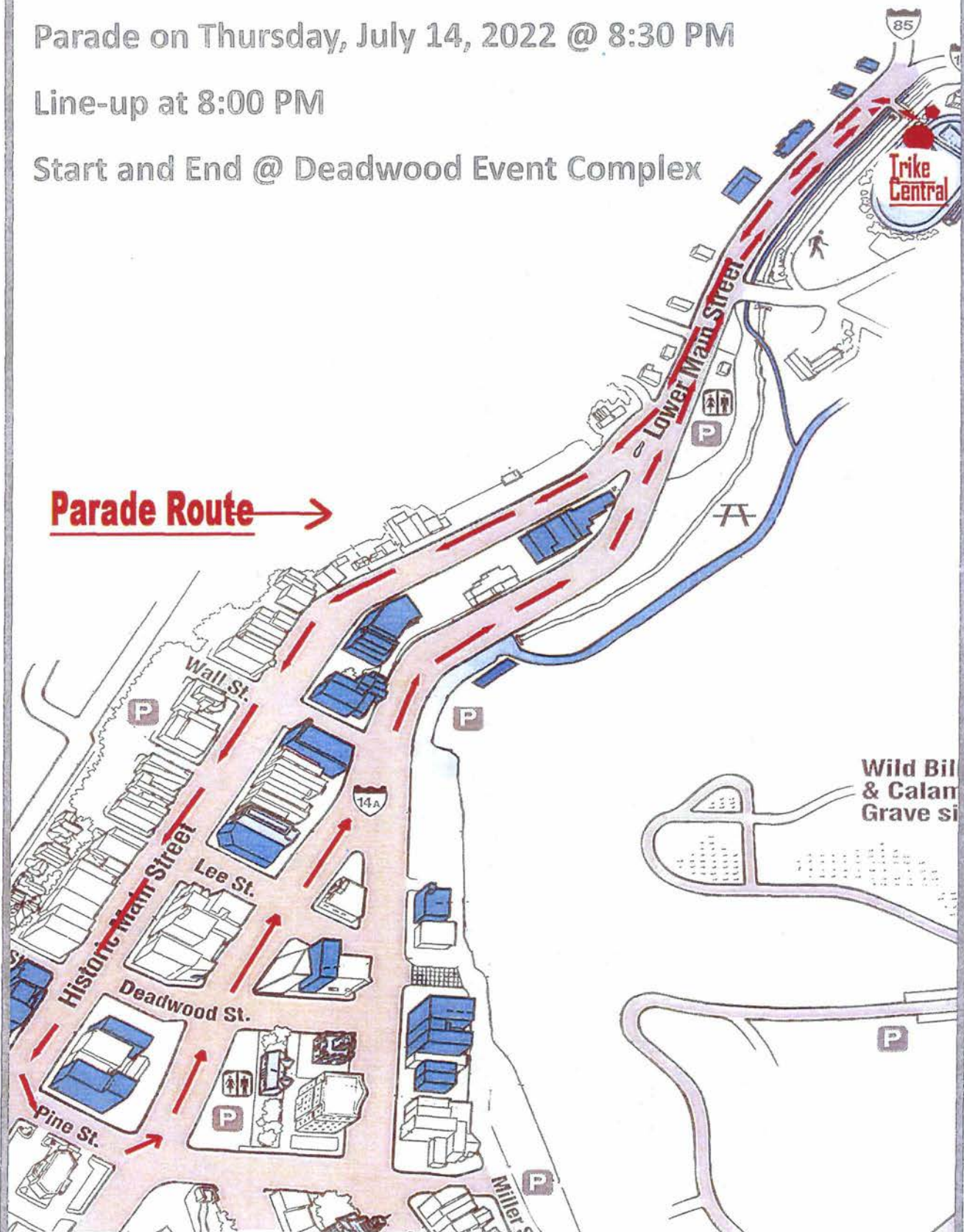


D3WR "Night Light Parade" Route Map

Parade on Thursday, July 14, 2022 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex



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

Highway No. 85 County LAWRENCE Approximately 1.70 Miles N ☐ S ☒ E ☐ W ☐

From (City or well defined point) 15 76 St Section x Township x Range x

Description of occupancy: Light parade for trikes leaves from Deadwood Event Complex (15 '76 Dr.) and travels south on Hwy 85 & Upper Main St. in Deadwood. parade will be led by local police. Once at Pine St. trikes will be on their own. See attached map

Night light parade in Deadwood, SD on Thursday July 14, 2022 at 8:30 PM

Purpose of occupancy:

Duration of occupancy: PERMANENT ☐ TEMPORARY ☒ If temporary, give the estimated date of removal or completion:
8:30 PM to 8:50 PM

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

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

APPLICANT NAME (please print) Teresa Schanzenbach

SIGNATURE Teresa Schanzenbach

DATE 10/19/22

ADDRESS 270 Main Deadwood SD 57732

TELEPHONE 6057177174

REPRESENTING First Gold, Inc - Deadwood 3 Wheeler Rally

(Name of Individual, Company, Organization, etc.)

To be completed by Department of Transportation

Project (Const.) _____ Station _____ Milepost _____

Project (Maint.) _____ Maintenance Unit _____

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____
at _____ Telephone _____

2. Special Conditions _____

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

This permit to occupy the right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20____.

Region Engineer

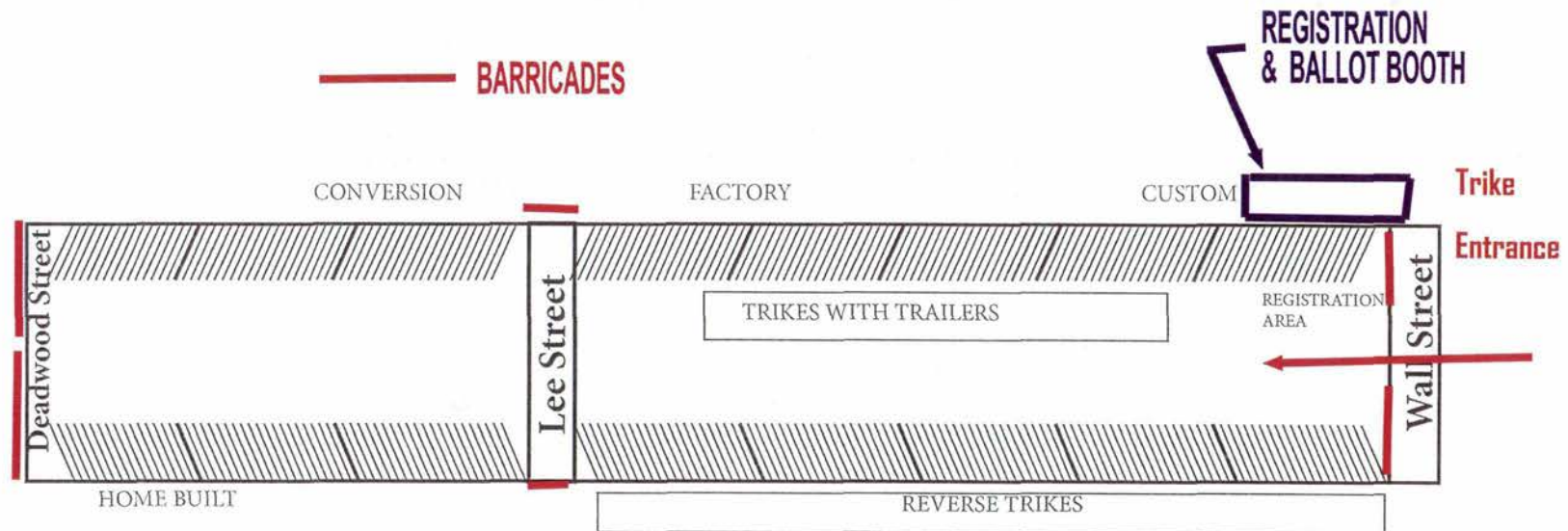
Chief Bridge Engineer (Bridge Installations only)

8TH ANNUAL DEADWOOD 3 WHEELER RALLY

Wednesday July 13, 2022

11:30 AM to 1:30 PM

Lineup at 11:00 AM



- Final Layout will be determined by the number of entries for each category
- Helpers will line up participants by category at the Deadwood Event Complex & parade to show
- Side Streets will be blocked off as needed and done so in accordance to City permission.
- Trikes will access downtown Main Street from "Wall Street"
- Committee will work with proper Deadwood City Departments should changes need to be made

SAMPLE LETTER TO BUSINESS OWNERS:**SENDING MAY 17, 2022**

Dear Business Owner:

I wanted to give you a heads-up that the 8th Annual Deadwood 3 Wheeler Rally will be taking place July 10-15, 2022. The scheduled Trike Show N Shine could potentially impact your business which is why I am sending you this letter. Trikes will be parked on Main Street on Wednesday, July 13th from 11:30 AM to 1:30 PM with trikes beginning to park around 11:15 AM. This is the same time schedule that has been in place for the past 7 years. Please feel free to contact me should you have any questions or concerns.

Thank you,

Teresa Schanzenbach
D3WR Event Coordinator
605-717-7174

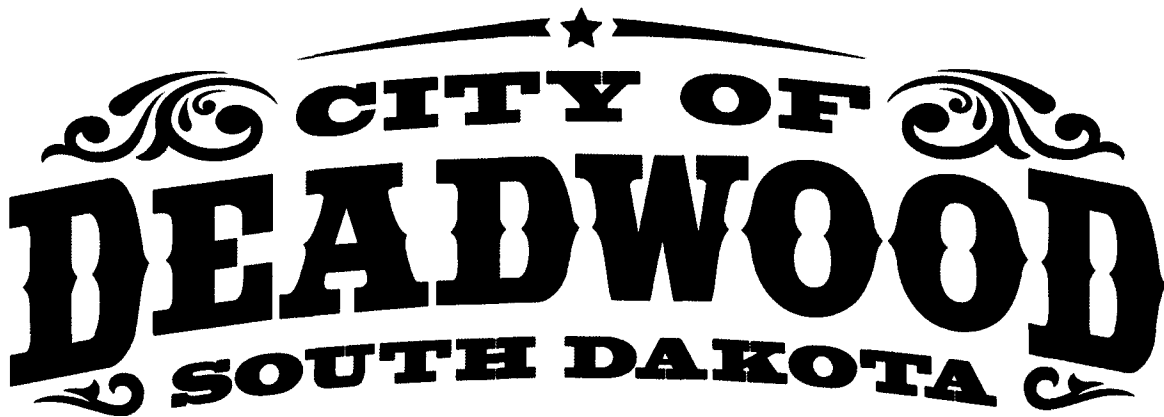
BUSINESSES TO CONTACT:

Boot Hill Tours, Inc.
PO Box 200
Deadwood, SD 57732

Original Deadwood Tour
Po Box 472
Deadwood, SD 57732

Alkali Ike Tours
PO Box 202
Belle Fourche, SD

The Lucky Horse
562 Williams St.
Deadwood, SD 57732



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

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: Deadwood 3 Wheeler Rally Show n Shine & Night Light Parade

Event Date(s): July 13/July 14, 2022
 (month, day, year)

Total Anticipated Attendance: 1500-2000

(# of Participants 100+ # of Spectators 1500+)

Actual Event Hours: (from): ShownShine 11:15am- 2 p AM / PM (to): Parade 8:30 pm to 9 pm AM / PM

Location / Staging Area: Deadwood Event Complex

Set up/assembly/construction Date: S&S- July 13 @11:15 Start Time: 11:30 AM AM / PM

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

S & S setup up barricades, get trikes arranged by group downtown. Parade has no set-up

Dismantle Date: S & S July 13 Completion time: 2 pm AM / PM

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

Show & Shine - Wall to Shine St. / The night parade will run the length of historic main

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: First Gold, Inc

Chief Officer of Organization (NAME): Mike Gustafson

Applicant (NAME): Teresa Schazenbach Business Phone: (605) 717-7174

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

Daytime phone: (605) 717-7174 Evening Phone: (605) 210-0433 Fax #: ()

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

Name: _____

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

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

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING****NO YES**Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):**OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION**Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

These events are part of the 8th Annual Deadwood 3 Wheeler Rally that is being held at the Deadwood Event Complex July 10-15, 2022

The trike show n shine is designed to allow trike owners to compete for a ranking and prizes in various predetermined categories. The event will last 2 hours.

The night light parade will be held on Thursday July 14th. Trikes will line up in the Deadwood Event Complex and be escorted by local police department beginning at 8:30 pm. The parade should not take more than 20-30 minutes. SD DOT permits will be obtained.

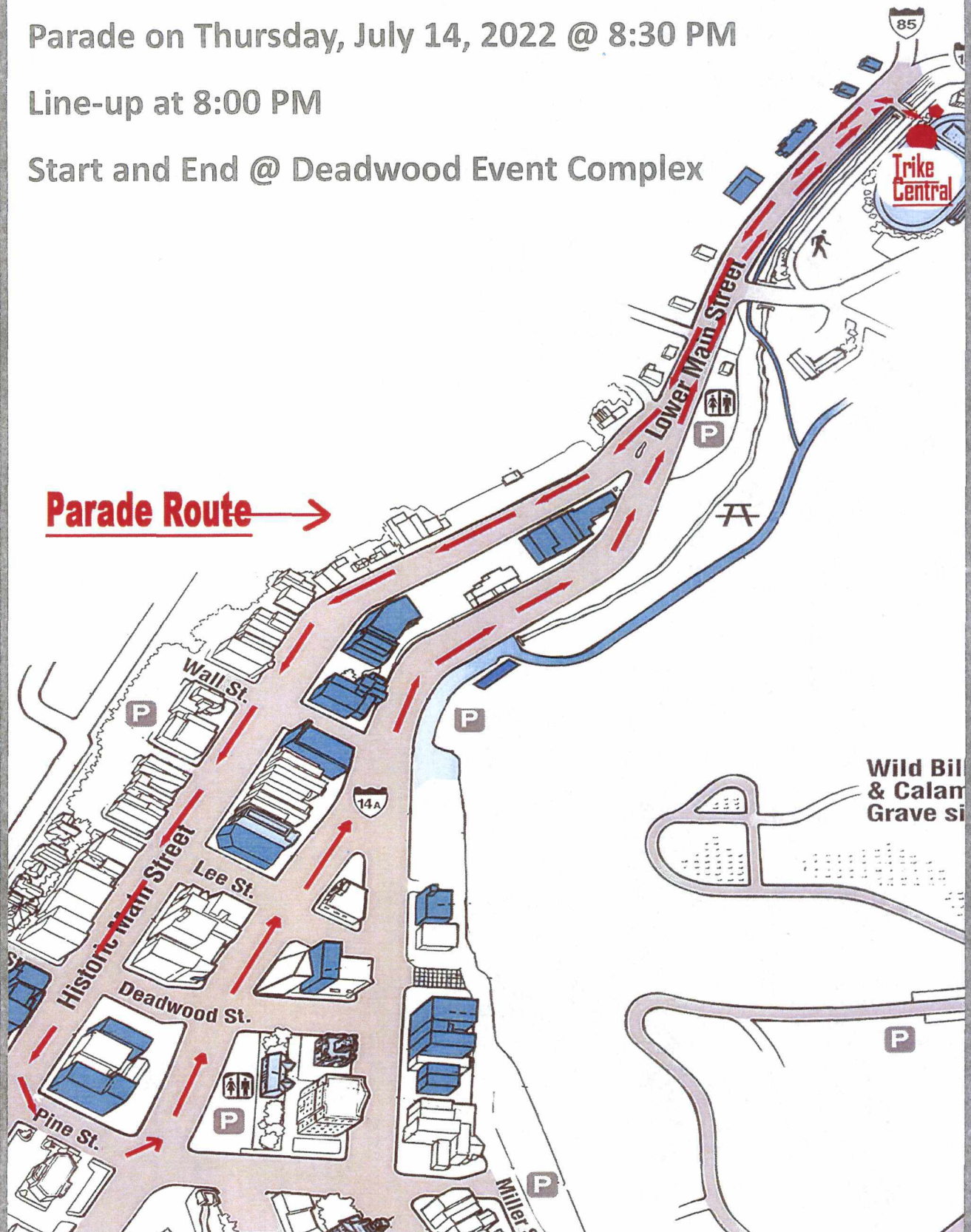
Please see the attached maps for both events.

D3WR "Night Light Parade" Route Map

Parade on Thursday, July 14, 2022 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex



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Purpose of occupancy:

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8:30 PM to 8:50 PM

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

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

APPLICANT NAME (please print) Teresa Schanzenbach

SIGNATURE Teresa Schanzenbach DATE 10/19/22

ADDRESS 270 Main Deadwood SD 57732

TELEPHONE 6057177174

REPRESENTING First Gold, Inc - Deadwood 3 Wheeler Rally
(Name of Individual, Company, Organization, etc.)

To be completed by Department of Transportation

Project (Const.) _____ Station _____ Milepost _____

Project (Maint.) _____ Maintenance Unit _____

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____
at _____ Telephone _____

2. Special Conditions _____

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

This permit to occupy the right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20____.

Region Engineer

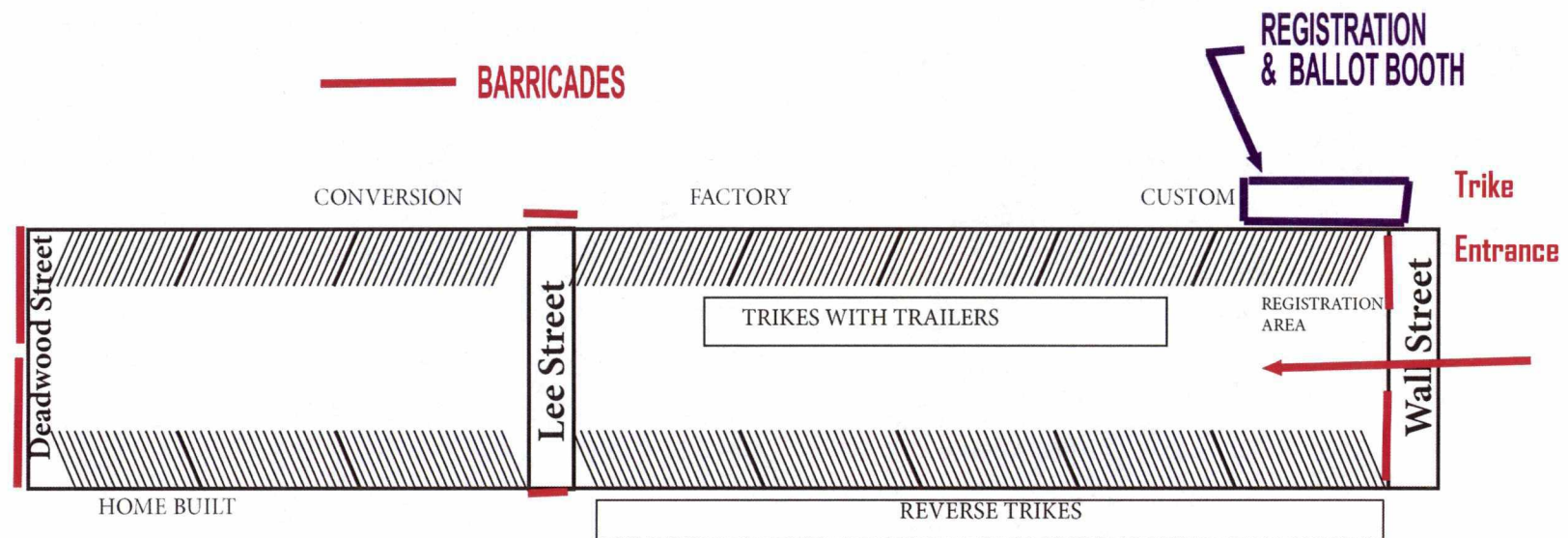
Chief Bridge Engineer (Bridge Installations only)

8TH ANNUAL DEADWOOD 3 WHEELER RALLY

Wednesday July 13, 2022

11:30 AM to 1:30 PM

Lineup at 11:00 AM



- Final Layout will be determined by the number of entries for each category
- Helpers will line up participants by category at the Deadwood Event Complex & parade to show
- Side Streets will be blocked off as needed and done so in accordance to City permission.
- Trikes will access downtown Main Street from "Wall Street"
- Committee will work with proper Deadwood City Departments should changes need to be made

SAMPLE LETTER TO BUSINESS OWNERS:**SENDING MAY 17, 2022**

Dear Business Owner:

I wanted to give you a heads-up that the 8th Annual Deadwood 3 Wheeler Rally will be taking place July 10-15, 2022. The scheduled Trike Show N Shine could potentially impact your business which is why I am sending you this letter. Trikes will be parked on Main Street on Wednesday, July 13th from 11:30 AM to 1:30 PM with trikes beginning to park around 11:15 AM. This is the same time schedule that has been in place for the past 7 years. Please feel free to contact me should you have any questions or concerns.

Thank you,

Teresa Schanzenbach
D3WR Event Coordinator
605-717-7174

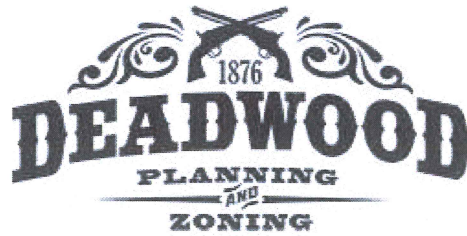
BUSINESSES TO CONTACT:

Boot Hill Tours, Inc.
PO Box 200
Deadwood, SD 57732

Original Deadwood Tour
Po Box 472
Deadwood, SD 57732

Alkali Ike Tours
PO Box 202
Belle Fourche, SD

The Lucky Horse
562 Williams St.
Deadwood, SD 57732



PETITION FOR ANNEXATION

This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached here to and is more particularly described below by its legal description as follows:

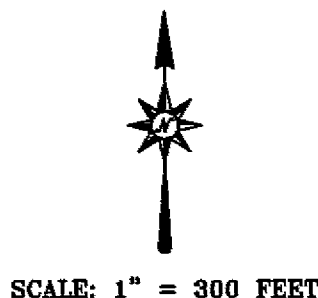
Lot A of Lot H2 & H3 of Government Lot 13 and Lot H4 of Government Lot 19 of Section 11, - AND – Lot B of Lot H2, H3 & H4 of Government Lot 3 & Lot H4, H5 and H6 of Government Lot 11 of Section 14. All Located in Sections 11 & 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 28th day of February, 2022.

Owner/Petitioner/Representative
 Leah M. Berg, P.E., the RIDGE

Plat of Lot A of Lot H2 & H3 of Government Lot 13 and Lot H4 of Government Lot 19 of Section 11, -AND-
Plat of Lot B of Lot H2, H3 & H4 of Government Lot 3 & Lot H4, H5 and H6 of Government Lot 11 of Section 14.
All Located in Sections 11 & 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

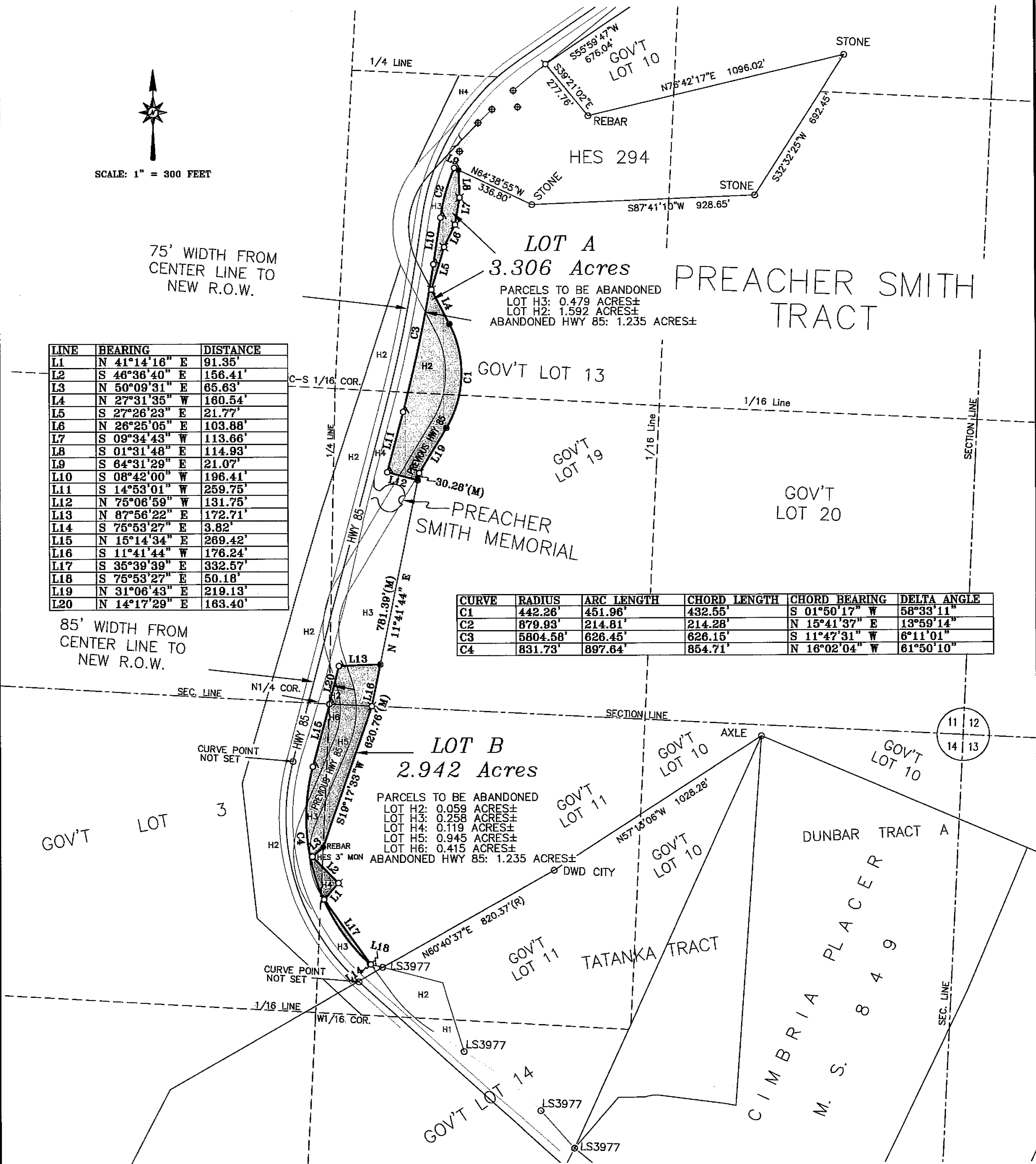


75' WIDTH FROM
CENTER LINE TO
NEW R.O.W.

LINE	BEARING	DISTANCE
L1	N 41°14'16" E	91.35'
L2	S 46°36'40" E	156.41'
L3	N 50°09'31" E	65.63'
L4	N 27°31'35" W	160.54'
L5	S 27°26'23" E	21.77'
L6	N 26°25'05" E	103.88'
L7	S 09°34'43" W	113.66'
L8	S 01°31'48" E	114.93'
L9	S 64°31'29" E	21.07'
L10	S 08°42'00" W	196.41'
L11	S 14°53'01" W	259.75'
L12	N 75°06'59" W	131.75'
L13	N 87°56'22" E	172.71'
L14	S 75°53'27" E	3.82'
L15	N 15°14'34" E	269.42'
L16	S 11°41'44" W	176.24'
L17	S 35°39'39" E	332.57'
L18	S 75°53'27" E	50.18'
L19	N 31°06'43" E	219.13'
L20	N 14°17'29" E	163.40'

85' WIDTH FROM
CENTER LINE TO
NEW R.O.W.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	442.26'	451.96'	432.55'	S 01°50'17" W	58°33'11"
C2	879.93'	214.81'	214.28'	N 15°41'37" E	13°59'14"
C3	5804.58'	626.45'	626.15'	S 11°47'31" W	6°11'01"
C4	831.73'	897.64'	854.71'	N 16°02'04" W	61°50'10"



LEGEND

- Denotes Set Rebar & Cap Marked 'VASKNETZ' RLS 7719'.
- Denotes Found Survey Monument as Noted.
- Denotes Found Rebar.
- (R) Denotes Dimensions of Record.
- Denotes Set Rebar & DOT Cap Marked by a Carsonite Post 'VASKNETZ' RLS 7719'.
- (M) Denotes Dimensions Per This Survey.
- ⊗ Denotes Found Rebar with a Cap Marked 'RLS 11918'.
- ⊕ Denotes Found Rebar with a Cap Marked 'RLS 4041'.

JOB NO. 20-270 SURVEYED BY: SV, BJ
DATE: 05-03-2021 DRAWN BY: NWW

I, Shanon Vasknetz, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter know by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.
In witness whereof, I have set my hand and this seal this 26 day of February, A.D., 20 22.

Shanon Vasknetz
Registered Land Surveyor
Registration No. 7719



State of South Dakota
County of Lawrence
Filed for record the 28th day of February, A.D., 20 22 at 11:35 A.M. and recorded in Books of Plat 2022-1434 on page 1 therein.
Candace Hansen
Register of Deeds
Fee: \$ 40.00
Deputy



NOTICE OF PUBLIC HEARING RELATED TO A
RESOLUTION OF INTENT TO ANNEX REAL PROPERTY
IN TERRITORY LYING CONTIGUOUS TO
THE PRESENT CORPORATE LIMITS OF THE
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

A Voluntary Petition for Annexation has been presented to the Deadwood City Commission on March 7, 2022.

A public hearing of the Deadwood City Commission shall be held at Deadwood City Hall Deadwood, 102 Sherman Street, Deadwood, South Dakota, on April 5, 2022, at 5:00 p.m. or soon thereafter., to consider and take public comment relating to the Resolution of Intent to Annex Real Property in Territory Lying Contiguous to the Present Corporate Limits of the City of Deadwood on Highway 85 near Preacher Smith. Legally described as follows: Lot A of Lot H2 & H3 of Government Lot 13 and Lot H4 of Government Lot 19 of Section 11, - AND - Lot B of Lot H2, H3 & H4 of Government Lot 3 & Lot H4, H5 and H6 of Government Lot 11 of Section 14. All Located in Sections 11 & 14, TSN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota;

A copy of said Petition for Annexation is available for review at the City Finance Office at the City of Deadwood.

The Deadwood City Commission shall take comments from all interested persons related to the annexation of real property into the City of Deadwood and the Resolution of Intent to Annex Property in Territory Lying Contiguous to the Present City Limits of the City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: Thursday, March 10, 2022

Published once at the approximate cost of \$ _____.



PETITION FOR ANNEXATION

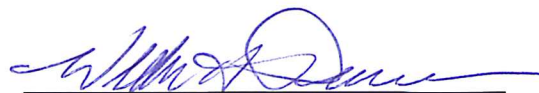
This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached here to and is more particularly described below by its legal description as follows:

Tract B of Lot No. 696 Palisades Stone Placer Lawrence County, South Dakota

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 21 day of January, 2022.


 Owner/Petitioner/Representative

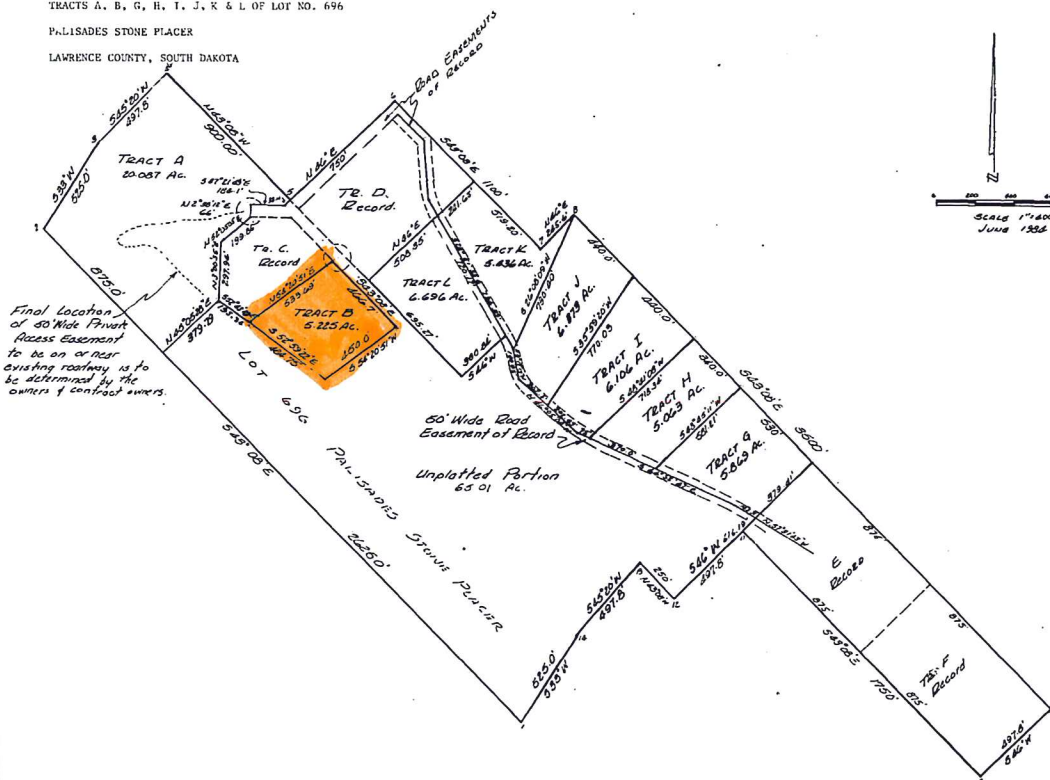
William H. Pearson

PLAT OF

TRACTS A, B, G, H, I, J, K & L OF LOT NO. 696

PALISADES STONE PLACER

LAWRENCE COUNTY, SOUTH DAKOTA



CERTIFICATE OF SURVEYOR

I, Norman W. Hale, registered land surveyor in the State of South Dakota, do hereby certify that at the request of the owners and contract owners, I have platted Tracts A, B, G, H, I, J, K & L of Lot No. 696, Palisades Stone Placer, Lawrence County, South Dakota, as shown on the attached plat and that the plat is true and correct.

Norman W. Hale
1444 Cedar Street
Sturgis, South Dakota 57785

Norman W. Hale
REGISTERED LAND SURVEYOR

ACKNOWLEDGEMENT OF SURVEYOR

State of South Dakota
County of Meade

On this 11 day of July, 1984, before me, a Notary Public, personally appeared Norman W. Hale, known to me to be the person described in the foregoing certificate and acknowledged to me that he executed the same.

My commission expires 9-9-85.

Ken Island
NOTARY PUBLIC

CERTIFICATE OF OWNERS AND CONTRACT OWNERS

We, Donald E. Ostby and Nora M. Ostby, and Douglas B. Nelson and Betty Ann Nelson, do hereby certify that we are the owners and contract owners of Tracts A, B, G, H, I, J, K & L of Lot No. 696, Palisades Stone Placer, Lawrence County, South Dakota, and do hereby join in and approve the within plat. We also certify that the development of this land shall conform to all existing, applicable zoning, subdivision, and erosion and sediment control regulations. Witness our hands this 11 day of July, 1984.

OWNERS:
Donald E. Ostby and Nora M. Ostby
Deardorff, South Dakota

Donald E. Ostby
Nora M. Ostby

CONTRACT OWNERS:
Douglas B. Nelson and Betty Ann Nelson
Deardorff, South Dakota

Douglas B. Nelson
Betty Ann Nelson

ACKNOWLEDGEMENT OF OWNERS

State of South Dakota
County of Lawrence

On this 11 day of July, 1984, before me, a Notary Public, personally appeared Donald E. and Nora M. Ostby and Douglas B. and Betty Ann Nelson, known to me to be the persons described in the foregoing certificate and acknowledged to me that they executed the same.

My commission expires 9-9-85.

Ken Island
NOTARY PUBLIC

CERTIFICATE OF TREASURER

I, Marie Farris, County Treasurer of Lawrence County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this 11 day of July, 1984.

Marie Farris
COUNTY TREASURER

APPROVAL OF THE COUNTY PLANNING COMMISSION

This plat is approved by the Lawrence County Planning Commission this 11 day of July, 1984.

ATTEST: *Jack Herd*
SECRETARY

Jack Herd
CHAIRMAN

RESOLUTION OF GOVERNING BOARD

I, Shirley Hagan Stokken, Auditor of Lawrence County, do hereby certify that at an official meeting held on the 11 day of July, 1984, the Board of Commissioners by resolution did approve the within plat.

OFFICE OF COUNTY DIRECTOR OF EQUALIZATION

Shirley Hagan Stokken
AUDITOR

I, Howard Larson, County Director of Equalization, certify that I have received a copy of this plat.

Howard Larson
COUNTY DIRECTOR OF EQUALIZATION

OFFICE OF REGISTER OF DEEDS

Filed for record this 2 day of August, 1984, at 12:00 o'clock, P.M., MDT, and recorded as Document Number 84-2419.

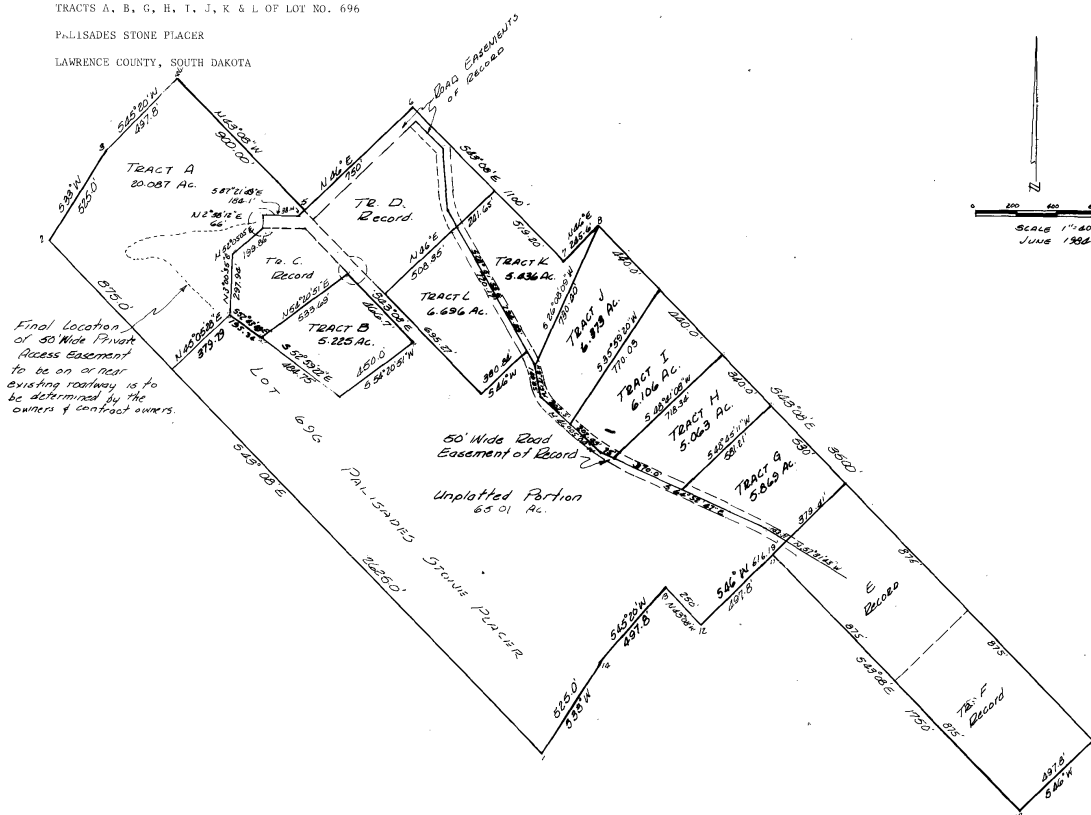
Yvonne Jensen
REGISTER OF DEEDS
by Judy G. Mendenhall
for # 5.00

PLAT OF

TRACTS A, B, G, H, I, J, K & L OF LOT NO. 696

PALISADES STONE PLACER

LAWRENCE COUNTY, SOUTH DAKOTA



CERTIFICATE OF SURVEYOR

I, Norman W. Hale, registered land surveyor in the State of South Dakota, do hereby certify that at the request of the owners and contract owners, I have platted Tracts A, B, G, H, I, J, K & L of Lot No. 696, Palisades Stone Placer, Lawrence County, South Dakota, as shown on the attached plat and that the plat is true and correct.

Norman W. Hale
1444 Cedar Street
Sturgis, South Dakota 57785

Norman W. Hale
REGISTERED LAND SURVEYOR

ACKNOWLEDGEMENT OF SURVEYOR

State of South Dakota
County of Meade

On this 11 day of July, 1984, before me, a Notary Public, personally appeared Norman W. Hale, known to me to be the person described in the foregoing certificate and acknowledged to me that he executed the same.

My commission expires 9-9-85.

NOTARY PUBLIC

CERTIFICATE OF OWNERS AND CONTRACT OWNERS

We, Donald E. Ostby and Nora M. Ostby, and Douglas B. Nelson and Betty Ann Nelson, do hereby certify that we are the owners and contract owners of Tracts A, B, G, H, I, J, K & L of Lot No. 696, Palisades Stone Placer, Lawrence County, South Dakota, and do hereby join in and approve the within plat. We also certify that the development of this land shall conform to all existing, applicable zoning, subdivision, and erosion and sediment control regulations. Witness our hands this 11 day of July, 1984.

OWNERS:

Donald E. Ostby and Nora M. Ostby
Deadwood, South Dakota

Donald E. Ostby
Nora M. Ostby

CONTRACT OWNERS:

Douglas B. Nelson and Betty Ann Nelson
Deadwood, South Dakota

Douglas B. Nelson
Betty Ann Nelson

ACKNOWLEDGEMENT OF OWNERS

State of South Dakota
County of Lawrence

On this 11 day of July, 1984, before me, a Notary Public, personally appeared Donald E. and Nora M. Ostby and Douglas B. and Betty Ann Nelson, known to me to be the persons described in the foregoing certificate and acknowledged to me that they executed the same.

My commission expires 9-9-85.

NOTARY PUBLIC

CERTIFICATE OF TREASURER

I, Marie Farries, County Treasurer of Lawrence County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this 11 day of July, 1984.

Marie Farries
COUNTY TREASURER

APPROVAL OF THE COUNTY PLANNING COMMISSION

This plat is approved by the Lawrence County Planning Commission this 11 day of July, 1984.

ATTEST:

Charles H. Hering
SECRETARY

Scott Hering
CHAIRMAN

RESOLUTION OF GOVERNING BOARD

I, Samuel H. Hering, Auditor of Lawrence County, do hereby certify that at an official meeting held on the 11 day of July, 1984, the Board of Commissioners by resolution did approve the within plat.

Samuel H. Hering
AUDITOR

OFFICE OF COUNTY DIRECTOR OF EQUALIZATION

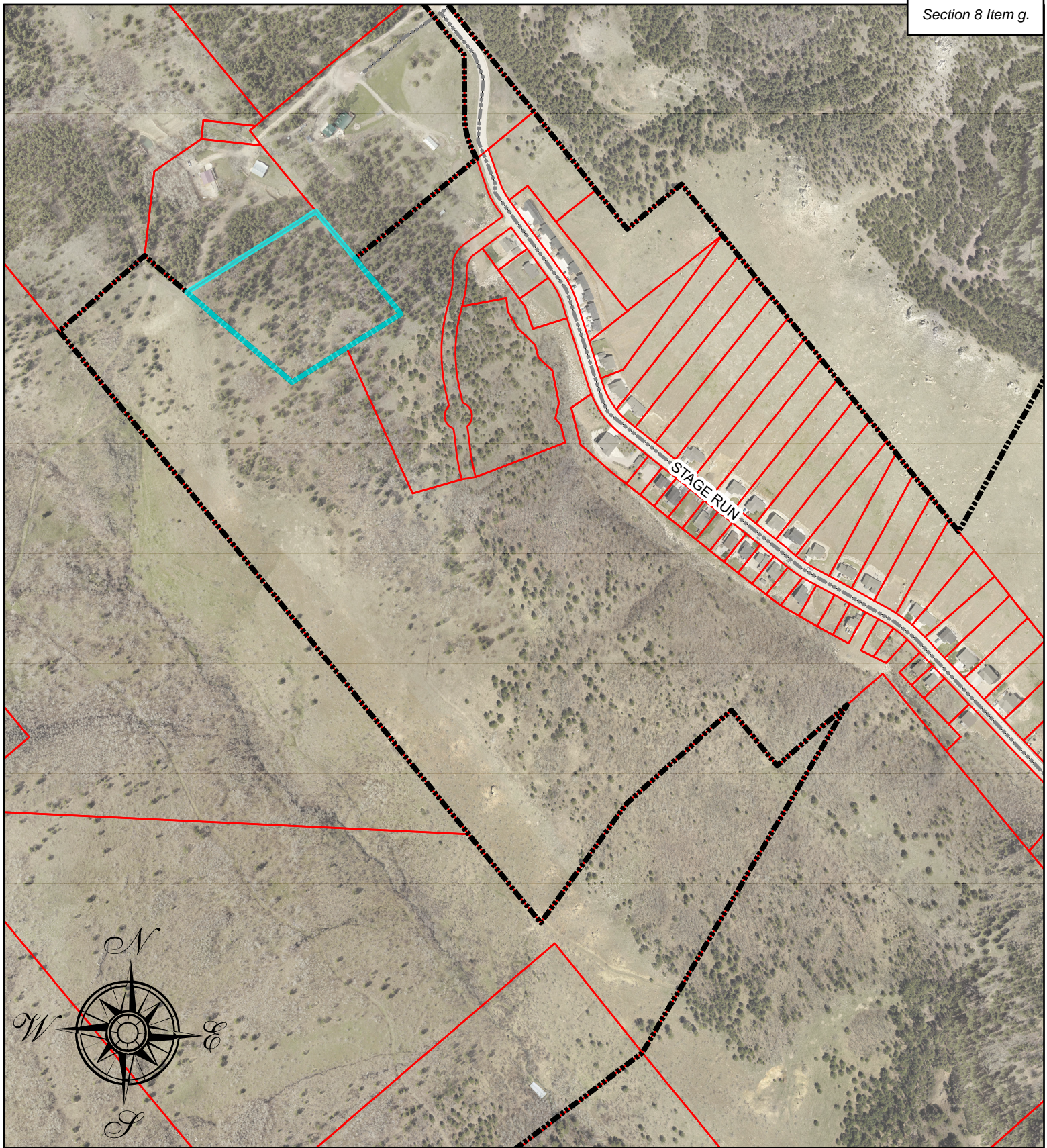
I, Howard Larson, County Director of Equalization, certify that I have received a copy of this plat.

By: Cindy K. Wootch
COUNTY DIRECTOR OF EQUALIZATION

OFFICE OF REGISTER OF DEEDS

Filed for record this 2nd day of August, 1984, at 12:03 o'clock, P.M., MDT, and recorded as Document Number 84-2419.

Yvonne Jensen
REGISTER OF DEEDS
by Judy G. Mendenhall
Deputy
for \$5.00



PETITION FOR ANNEXATION: TRACT B OF LOT NO. 696 PALISADES
STONE PLACER LAWRENCE COUNTY, SOUTH DAKOTA

TOTAL ACRES ANNEXED: 5.22

NOTICE OF PUBLIC HEARING RELATED TO A
RESOLUTION OF INTENT TO ANNEX REAL PROPERTY
IN TERRITORY LYING CONTIGUOUS TO
THE PRESENT CORPORATE LIMITS OF THE
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

A Voluntary Petition for Annexation has been presented to the Deadwood City Commission on March 7, 2022.

A public hearing of the Deadwood City Commission shall be held at Deadwood City Hall Deadwood, 102 Sherman Street, Deadwood, South Dakota, on March 21, 2022, at 1:00 p.m. or soon thereafter., to consider and take public comment relating to the Resolution of Intent to Annex Real Property in Territory Lying Contiguous to the Present Corporate Limits of the City of Deadwood near Stage Run subdivision. Legally described as follows: Tract B of Lot No. 696 Palisades Stone Placer Lawrence County, South Dakota.

A copy of said Petition for Annexation is available for review at the City Finance Office at the City of Deadwood.

The Deadwood City Commission shall take comments from all interested persons related to the annexation of real property into the City of Deadwood and the Resolution of Intent to Annex Property in Territory Lying Contiguous to the Present City Limits of the City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish BH Pioneer: Thursday, March 10, 2022

Published once at the approximate cost of \$ _____.

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



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

MEMORANDUM

Date: March 17, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Sexton of Historic Cemeteries
Re: Mt. Moriah Cemetery Tree Maintenance

City staff continues to be concerned with numerous “widowmakers” and/or dead branches located precariously high in the trees at Mt. Moriah Cemetery. These branches may fall on unsuspecting individuals below. Almost all the trees in this cemetery are in need of some type of pruning to remove dead branches and reduce risk. Pruning the trees should also increase light and air penetration to the inside of the tree’s crown and the landscape below. Attached to this memo is a map highlighting areas the concerns witnessed in the cemetery.

Pruning large trees can be dangerous and it is best to hire a professional arborist and a trained crew with the required safety equipment and liability insurance. Tree Wise Men specialize in low impact tree care and preform hazardous removals where bucket trucks or cranes can’t reach. They climb trees to trim them properly from the inside out, understanding their strengths and weaknesses to perform the best job possible.

In 2019, we began an aggressive and concerted effort to address the above concerns with the tree trimming in priority areas 1, 2 and 3 as shown on the map. In 2022, the City again provided funds in the budget to continue this effort through the Historic Cemeteries Enterprise Fund.

ISA Certified Arborists Alan Enderson with Tree Wise Men has provided a proposal for pruning of dead/hazardous branches in large pine trees in Mt. Moriah Cemetery to improve safety and health in priority area 5 including the cleanup and hauling away of all material. The proposal for priority area 5 is \$17,750.00 to be paid out of the Historic Cemeteries Enterprise Fund as budgeted.

Recommended Motion: *Move to approve Tree Wise Men proposal for pruning of dead/hazardous branches in priority area 5 including cleanup and hauling away of materials in an amount not to exceed \$17,750.00 to be paid out of Historic Cemeteries Enterprise fund as budgeted.*

Tree Wise Men, LLC

100 Pocket Gulch Avenue | Central City, South Dakota 57754
6056416339 | bhtreewise@gmail.com | www.bhtreewise.com

RECIPIENT:

City of Deadwood - Historic Preservation

108 Sherman St
Deadwood, SD 57732

SERVICE ADDRESS:

10 Mount Moriah Drive
Deadwood, South Dakota 57732

Quote #605

Sent on Mar 08, 2022

Total \$17,750.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree Pruning	General pruning to remove dead and damaged branches from the trees located in the 5th priority area designated on the "Mt. Moriah Tree Trimming Project 2019" map. Approximately 80 large, mature Pine trees.	1	\$13,250.00	\$13,250.00
Clean Up and Haul away	Clean up and disposal of all material.	1	\$4,500.00	\$4,500.00

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$17,750.00
Tax Exempt (0.0%)	\$0.00
Total	\$17,750.00

Mt. Moriah Tree Trimming Project 2019



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



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

MEMORANDUM

Date: March 9, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Cemeteries Sexton
Re: Historic Cemeteries Maintenance

Staff is requesting permission to hire Visionary Landscaping to provide landscape maintenance for Deadwood's historic cemeteries. Maintenance to include, but not limited to, mowing, weed eating, sweeping, minor tree trimming, debris and garbage removal and similar work as directed by the Sexton of Historic Cemeteries or the Parks Director.

Visionary Landscaping will provide two (2) workers to perform landscape maintenance for Mt. Moriah and St. Ambrose cemeteries Monday through Friday from 6:00 a.m. to 8:00 a.m. from April 18, 2022 through September 23, 2022 in the amount of fifty (50) dollars per hour per person. Landscape maintenance to be paid from the Historic Cemeteries Professional Services line item and should not exceed \$15,000.00.

Donarski Lawncare and Landscaping provided landscape maintenance the past several years but is no longer in business. Staff reached out to several landscape businesses for quotes and received no response.

RECOMMENDATION

Approve hiring Visionary Landscaping to provide landscape maintenance for Mt. Moriah and St. Ambrose cemeteries in an amount of fifty (50) dollars per hour per person for two (2) hours daily to be paid from the Historic Cemeteries Professional Services line item and allow Mayor to sign attached contract.

Deadwood Historic Preservation Office
Kevin Kuchenbecker
Phone: (605) 578-2082
Email: kevin@cityofdeadwood.com

Letter of Intention

To whom it may concern,

It is with respect that I present Visionary Landscaping's proposal of grounds care at Mount Moriah Cemetery and St. Ambrose Cemetery.

This project represents more than simply sustaining my local trade. It offers an opportunity to provide the community with a sense of pride while also preserving a connection to the past. I understand that these are sacred spaces and merit a high degree of respect, attention to detail, and appreciation. It is with my heart and hands that I can and will provide these qualities to this section of our land. These individuals who call this location their final resting place deserve the same respect be given to the land above them, and my intention is to provide the highest quality care to their space.

The opportunity to perform this work in the City of Deadwood is a personal opportunity to come full circle. While attending trade school, Historical Preservation provided me with financial aid that allowed me to reach my educational goals. The intentions outlined in the scholarship request I wrote to HP in 2015, were the same as they are today: to care for and highlight properties like Mount Moriah and St. Ambrose Cemetery, places of high cultural and historic value.

The time has come for me to give back to my community and offer my expertise and skills to help maintain these important spaces. Enclosed is an estimate of care regarding Mount Moriah Cemetery and St. Ambrose Cemetery.

Thank you for your consideration.
With respect,

Bridger J. Larson

A handwritten signature in black ink, reading "Bridger J. Larson". The signature is written in a cursive, flowing style with a large initial "B".

EST0052



Visionary Landscaping

Bridger J. Larson

Business Number 605.722.6688

612 Ridge Road Lead

South Dakota 57754

6057226688

Larson.bridger@outlook.com

DATE

01/26/2022

TOTAL

USD \$15,000.00

TO

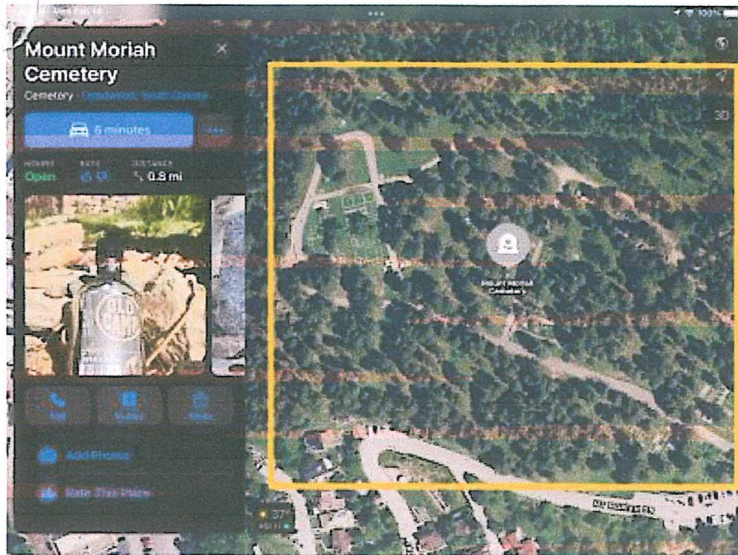
City of Deadwood

Bob Nelson

bobjr@cityofdeadwood.com

DESCRIPTION	RATE	QTY	AMOUNT
Mount Moriah General Maintance Scope of Work: 30hrs per month for 5 months 150 season hours total estimated (100 hrs minimum) Starting April continue to end of September. Crew of Two @\$50 per man/per hour. Focus would be on vegetation management. Including: mowing, weed whipping, noxious weed control and edging borders. Additionally we can provide tree care, other landscape plantings and pathway repair. Scheduling: Maintenance Starting April. First few months would be more high priority to keep on top of projects. Fee Schedule: Payment will be once a month for hours worked during that month. This is an adjustable use contract - This means my company requires a minimum of 100 hours of work a season but 150 hours is estimated to provide a high quality service in this area.	\$100.00	150	\$15,000.00
TOTAL		USD \$15,000.00	

*Subject to Adjust



Ariel View of Mount Moriah



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer	Sub-Contractor
02/28/2022	IPS-2022-012996891	Deadwood, SD (10922)	None

Bill To
City of Deadwood 108 Sherman St Deadwood, SD 57732

Ship To
City of Deadwood 108 Sherman St Deadwood, SD 57732

Rep	P.O. No.	Terms	FOB	Contract
MW		Net 30	San Diego	

Item	Description	Qty	Price	Total
767-295	MS1/MS3 Standard Mounting Pedestal	3	\$00.00	\$00.00
767-295	MS1/MS3 Standard Mounting Pedestal	12	\$00.00	\$00.00
767-296	MS1/MS3 Standard Mounting Plinth	3	\$00.00	\$00.00
767-296	MS1/MS3 Standard Mounting Plinth	12	\$00.00	\$00.00
800-006	Hengstler Thermal Printer with IPS Cover and Custom Spout	2	\$795.00	\$1,590.00
767-622-2P	MS 1 Multi Space Battery - Tandem/Dual Battery Pack	1	\$350.00	\$350.00
767-089	MS1/MS3 Installation Hardware	12	\$00.00	\$00.00
800-001	Multi-Space Main Operating Board with LCD and Modem (US)	2	\$995.00	\$1,990.00
800-030	Multi-Space Armored Glass Replacement Assembly	2	\$95.00	\$190.00
795-054	Coin Validator Assembly Compatible with MK5 and MS1	5	\$75.00	\$375.00
767-026	Standard USA MS 1 Card Reader Assembly	5	\$129.00	\$645.00
767-018	Standard Vertical Keypad 4x1 Assembly	1	\$69.00	\$69.00
767-017	Standard Horizontal Keypad 1x4 Assembly	1	\$69.00	\$69.00



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer	Sub-Contractor
02/28/2022	IPS-2022-012996891	Deadwood, SD (10922)	None

Bill To

City of Deadwood
108 Sherman St
Deadwood, SD 57732

Ship To

City of Deadwood
108 Sherman St
Deadwood, SD 57732

Rep	P.O. No.	Terms	FOB	Contract
MW		Net 30	San Diego	

Item	Description	Qty	Price	Total
767-019	Pay by Plate Alphanumeric Keypad 6x7 Assembly	1	\$262.00	\$262.00
970-024	IPS Electronic Coin Shutter Assembly for MS1 Units Rev D	1	\$199.00	\$199.00
767-901	MS Paper - 7 inch Paper Roll (Standard)	24	\$25.00	\$600.00
767-615	MS 1 Bill Note Acceptor Assembly	1	\$1,275.00	\$1,275.00
800-413	Display Window Sealing Gasket	2	\$05.00	\$10.00
767-069-ASY	MS1/MS3 Large Coin Box with Lock 4L	2	\$195.00	\$390.00
Installation	On-site Services (1 Technician(s) - 1 Days)	1	\$950.00	\$950.00
767-054-1	MS1 - Pay by Plate with BNA - with EMV / Contactless Card Reader (US Currency)	3	\$7,625.00	\$22,875.00
767-058-3	MS1 Pay by Plate with EMV and Contact-Less Card Reader	8	\$6,648.00	\$53,184.00
767-296	MS1/MS3 Standard Mounting Plinth	8	\$00.00	\$00.00
767-295	MS1/MS3 Standard Mounting Pedestal	8	\$00.00	\$00.00
767-089	MS1/MS3 Installation Hardware	8	\$00.00	\$00.00
DEC-800-803	My Parking Receipt Label (2'x1')	11	\$04.00	\$44.00



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IPS Sales Quote

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City of Deadwood
108 Sherman St
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Rep	P.O. No.	Terms	FOB	Contract
MW		Net 30	San Diego	

Item	Description	Qty	Price	Total
120-822PS	Park Smarter Decal..4'W x 2.75'H	11	\$03.00	\$33.00
N/A	Card Decals : VISA,MASTER,AMERICAN EXPRESS,DISCOVER	1	\$00.00	\$00.00
Notes-Freight	+ FREIGHT CHARGES (SHIPPING_FREIGHT_PRIORITY)	1	\$4,373.50	\$4,373.50
Subtotal				\$89,473.50
Tax Exempted (0.00%)				\$0.00
Grand Total				\$89,473.50

Order Remarks:

- (3) 767-04-1 TO INCLUDE:
1. MOAB Batteries
2. Cash Cassett and Coin Canister Keyed same as Current MS1's - Keys listed on the Nov '21 order are incorrect. NEW KEY CODES TO BE CONFIRMED BY ADRIAN PANTOJA
3. Upper and Lower Cabinet Lock to be Keyed as Medeco 6FA025799AB
4. Vault Door Keyed as IPS 2442
- (12) 767-058-3: TO INCLUDE:
1. MOAB BATTERIES
2. Upper / Lower Cabinet Lock keyed as Medeco 6FA025799AB
4. Vault Door Keyed as IPS 2442
5. Large Coin Ca

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Additional installation services required will be charged \$950/day per technician.
- Training and Commissioning will be \$1000 minimum on a new installation if applicable.
- If you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____