



City Commission Regular Meeting Agenda

Monday, October 16, 2023 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of October 2, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for October 16, 2023

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

a. Permission to accept resignation from Community Service Officer Jace Edlund effective September 30, 2023.

b. Permission to advertise in-house for five days and then with outside sources for Community Service Officer (CSO) at \$19.00 per hour. (D9 rank)

c. Permission to hire Michael Bachand as part-time Trolley Driver at \$15.66 per hour effective October 17, 2023 pending pre-employment screening.

d. Permission to transfer Michael Olsen from part-time Mt. Moriah booth attendant to part-time Rec Center receptionist at \$14.33 per hour effective October 15, 2023.

[e.](#) Permission to approve updated job descriptions for Police Sergeant I and II.

[f.](#) Permission for the Mayor to sign Independent Contract for Profession Services with Cindy Schneringer and the Planning & Zoning Office in the amount not to exceed \$5,000.00 per Contract. (To be paid by Planning & Zoning professional services budget.)

[g.](#) Allow use of public property for Winters Fat Classic on Saturday, February 3, 2024

- h. Permission to purchase 5,500 gallons of fuel from South Side Service at \$3.06 per gallon with total not to exceed \$16,830.00. (To be paid by Streets Supply budget.)
- i. Permission for the Mayor to sign Quit Claim Deed for Deadwood Stage Run Park from The Summit at Deadwood Stage Run, LLC.
- j. Permission for Mayor to sign contract with Monument Health Hospital for use of swimming pool from November 1, 2023 through October 31, 2024.
- k. Acknowledge cancellation of parking lease per request of David Barth for one parking spot located on Seiver Street.
- l. Permission for Mayor to sign Permanent, Temporary and Utility Easements associated with the FEMA/Whitewood Creek Project.
- m. Permission for the Mayor to sign 2024 lobbyist agreements for the 2024 legislative session with Craig Matson to represent the City of Deadwood and Roger Tellinghuisen to represent Deadwood Historic Preservation Commission.

7. **Bid Items**

- a. Permission to set bid opening for November 16, 2023 at 2:00 p.m. for the retaining wall project at 33 1/2 Jackson Street with the bid results to City Commission on November 20, 2023.

8. **Public Hearings**

- a. Hold public hearing for SnoCross Events: open container at the Event Complex at 11:00 a.m. on Friday, January 26 to 2:00 a.m. on Saturday, January 27, and from 11:00 a.m. on Saturday, January 27 to 2:00 a.m. on Sunday, January 28; Special temporary full liquor license for Deadwood Chamber on January 26 and 27, 2024 from 11:00 a.m. to 10:00 p.m. each day and fireworks display at 6:00 p.m. each day at the Event Complex.
- b. Hold public hearing for K-9 Keg Pull event: open container in zones 1 and 2, noon to 10:00 p.m., Main Street closure from Deadwood Street to Pine Street 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 27, 2024.
- c. Set public hearing on November 6, 2023 for SnoCross Events: waiver of user fees at the Event Complex Monday, January 22 through Sunday, January 28, 2024.

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment to approve/deny the Final Plat - Creating Property Lines and Transfer of Property - 306 Cliff Street - Van Roekel Properties LLC legally described as: Plat of Lots D1 and D2 of Deadwood Gulch Addition II Formerly Lot A of the Subdivision Placers 57 & 58 and Tract D of Deadwood Gulch Addition II Located in the SE1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood Lawrence County, South Dakota.
- b. Act as Board of Adjustment to approve/deny the Final Plat - Adjusting Property Lines - Stage Run - 116 and 118 Mystery Wagon Road - WJP Holdings, LLC legally described as: Plat of Lot 2A and Lot 3A, Block 3A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Formerly Lots 2 and 3, Block 3A and a

portion of Palisades Tract of Deadwood Stage Run Addition Located in the SW1/4 of Section 14, the SE1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood Lawrence County, South Dakota.

- c. Permission to pay Crysteel Truck Equipment to install Cabshield and paint dump box in an amount not to exceed \$3,500.00. (To be paid by Streets equipment budget.)
- d. Permission to pay Northern Truck and Equipment in an amount not to exceed \$7,000.00 to install a new dump box on City fire truck which will be converted to a City dump truck. (To be paid by Streets equipment budget.)
- e. Permission to purchase two sets of chains (for 2020 CAT Motor Grader and 2019 CAT front end loader) from Sturdevant's in an amount not to exceed \$20,126.00. (To be paid by Streets supply budget.)
- f. Permission to purchase Roadmaster RM257 tires for five trolleys from PIT CREW MOBILE TIRE for a cost not to exceed \$12,500.00 including mounting and balancing. (To be paid by Trolley supplies budget.)

11. Informational Items and Items from Citizens

- a. Mayor's announcement of the establishment of a Workgroup for Youth Activities and Programming in conjunction with the City of Lead.
- b. Trunk or Treat from 3:00 p.m. to 5:00 p.m. on Saturday, October 28, 2023 at the Event Complex.

12. Executive Session

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

13. Adjournment

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, OCTOBER 16, 2023

The Regular Session of the Deadwood City Commission convened on Monday, October 16, 2023 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Gary Todd. Commission Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of October 2 , 2023. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the October 16, 2023 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	83.88
ALBERTSON ENGINEERING	PROJECT	16,820.22
AMAZON CAPITAL	SUPPLIES	394.52
AMAZON	SERVICE	106.53
API SYSTEMS INTEGRATORS	SERVICE	380.00
AVID4 ENGINEERING	SERVICE	1,560.00
BH CHEMICAL	SUPPLIES	1,751.14
BH ENERGY	SERVICE	28,951.54
BH PIONEER	SERVICE	347.46
BRYANT, LINDA	PROJECT	2,183.25
CENTURY BUSINESS PRODUCTS	CONTRACT	260.14
CHAPTER Y - PEO	POINSETTIAS	150.00
COMPLETE CONCRETE	PROJECT	18,451.12
CULLIGAN	SUPPLIES	102.20
DEADWOOD CHAMBER	BILL LIST	87,180.35
DEADWOOD CHAMBER - SQUARE	CONCERT	5,000.00
DVFD	REIMBURSEMENT	306.10
DEADWOOD HISTORY	SERVICE	220.00
DRUMMOND, NICHOLAS	PROJECT	10,000.00
ECOLAB	SERVICE	220.44
FASTENAL	SUPPLIES	109.58
FIB CREDIT CARDS	SUPPLIES	820.22
GOLDEN WEST	SERVICE	5,977.50
GUNDERSON, PALMER, NELSON	SERVICE	1,847.07
HILLYARD	SUPPLIES	325.69
HOOPLA	SERVICE	70.69
IPS GROUP	SERVICE	7,967.70
J & J TRUCK & AUTO BODY	SERVICE	22,655.27
JERRY GREER'S ENGINEERING	SERVICE	15.00
JLG ARCHITECTS	PROJECT	2,690.00
JOE DIRT SEPTIC & DRAIN	SERVICE	624.00
KNECHT	GRANTS	5,302.73
KONE CHICAGO	MAINTENANCE	537.17
LAWRENCE CO. REGISTER	SERVICE	720.00
LAWSON PRODUCTS	SUPPLIES	205.90
LEAD-DEADWOOD SANITARY	SERVICE	29,424.55
LYNN'S	SUPPLIES	132.50
M & T FIRE AND SAFETY	SUPPLIES	2,920.00
MARTINISKO, SHARON	REIMBURSMENT	91.80
MICROSOFT	SERVICE	697.12
MORRISON, RONDA	SERVICE	1,700.00
MR. LIFTER'S	PROJECT	12,988.88
MS MAIL	SERVICE	30.00
NHS OF THE BLACK HILLS	SERVICE	3,204.50
NORTHERN TRUCK EQUIPMENT	SNOWPLOW	15,445.00
NORTHWEST PIPE FITTINGS,	SUPPLIES	1,337.98
ONSITE FIRST AID	SUPPLIES	496.06
PASTPERFECT SOFTWARE	RENEWAL	812.00
QUIK SIGNS	SERVICE	59.77
RATH ELECTRIC	SERVICE	558.55
RCS CONSTRUCTION	PROJECT	21,343.95
RIDGELINE L.L.C.	PROJECT	10,000.00
ROCKSTARZ CONCRETE DESIGN	PROJECT	6,083.00
ROSENBAUER SOUTH DAKOTA	TRUCK	409,762.00
SABO CONSTRUCTION	PROJECT	63,000.00
SACRISON ASPHALT	PROJECT	728.00
SANDER SANITATION	SERVICE	14,348.90
SANITATION PRODUCTS	SERVICE	891.87
SCHLOSSER CONSTRUCTION	project	25,840.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	SALES TAX	8,303.95
SD PLANNERS ASSOCIATION	REGISTRATION	150.00
SD PUBLIC ASSURANCE ALLIANCE	RENEWAL	200,849.73
SERVALL	SUPPLIES	1,220.04
SOUTH DAKOTA 811	SERVICE	112.00
SPEARFISH BUILDING & SUPPLY	PROJECT	70.97
STRETCH'S	SERVICE	811.38
SUMMIT FIRE PROTECTION	SERVICE	284.75
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	2,296.25
TRUGREEN	SERVICE	4,152.67
TWIN CITY HARDWARE	GRANTS	4,236.56

REGULAR MEETING, OCTOBER 16, 2023

ULINE	SUPPLIES	429.24
VERIZON CONNECT NWF	SERVICE	92.95
VIGILANT BUSINESS SOLUTION	SERVICE	813.00
WEST RIVER HISTORY CONFERENCE	REGISTRATION	310.00
WEST RIVER TRAILER SALES	SUPPLIES	599.98
WESTERN STATES FIRE PROTECTION	SERVICE	320.00
		Total \$1,101,716.86

CONSENT

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

- A. Permission to accept resignation from Community Service Officer Jace Edlund effective September 30, 2023.
- B. Permission to advertise in-house for five days and with outside sources for Community Service Officer (CSO) at \$19.00 per hour. (D9 rank)
- C. Permission to hire Michael Bachand as part-time Trolley Driver at \$15.66 per hour effective October 17, 2023 pending pre-employment screening.
- D. Permission to transfer Michael Olsen from part-time Mt. Moriah booth attendant to part-time Rec Center receptionist at \$14.33 per hour effective October 15, 2023.
- E. Permission to approve updated job descriptions for Police Sergeant I and II.
- F. Permission for the Mayor to sign Independent Contract for Profession Services with Cindy Schneringer and the Planning & Zoning Office in the amount not to exceed \$5,000.00 per Contract. (To be paid by Planning & Zoning professional services budget.)
- G. Allow use of public property for Winters Fat Classic on Saturday, February 3, 2024
- H. Permission to purchase 5,500 gallons of fuel from South Side Service at \$3.06 per gallon with total not to exceed \$16,830.00. (To be paid by Streets Supply budget.)
- I. Permission for the Mayor to sign Quit Claim Deed for Deadwood Stage Run Park from The Summit at Deadwood Stage Run, LLC.
- J. Permission for Mayor to sign contract with Monument Health Hospital for use of swimming pool from November 1, 2023 through October 31, 2024.
- K. Acknowledge cancellation of parking lease per request of David Barth for one parking spot located on Seiver Street.
- L. Permission for Mayor to sign Permanent, Temporary and Utility Easements associated with the FEMA/Whitewood Creek Project.
- M. Permission for the Mayor to sign 2024 lobbyist agreements for the 2024 legislative session with Craig Matson to represent the City of Deadwood and Roger Tellinghuisen to represent Deadwood Historic Preservation Commission.

BID ITEMS

Retaining Wall

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Todd seconded to set bid opening on November 16, 2023 at 2:00 p.m. for the retaining wall project at 33 ½ Jackson Street with the bid results to City Commission on November 20, 2023. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Snocross

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Discussion was held concerning fireworks application with the Fire Department. Hearing closed. Martinisko moved, Todd seconded to approve open container at the Event Complex at 11:00 a.m. on Friday, January 26 to 2:00 a.m. on Saturday, January 27, and from 11:00 a.m. on Saturday, January 27 to 2:00 a.m. on Sunday, January 28; Special temporary full liquor license for Deadwood Chamber on January 26 and 27, 2024 from 11:00 a.m. to 10:00 p.m. each day and pending application approval from Fire Department, fireworks display at 6:00 p.m. each day at the Event Complex. Roll Call: Aye-All. Motion carried.

K-9 Keg Pull

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed. Martinisko moved, Johnson seconded to approve open container in zones 1 and 2, noon to 10:00 p.m., Main Street closure from Deadwood Street to Pine Street 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 27, 2024. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, OCTOBER 16, 2023

NEW BUSINESS

Final Plat

Kuchenbecker spoke about the plat. Johson moved, Martinisko seconded to Act as Board of Adjustment and approve final plat - Creating Property Lines and Transfer of Property - 306 Cliff Street - Van Roekel Properties LLC legally described as: Plat of Lots D1 and D2 of Deadwood Gulch Addition II Formerly Lot A of the Subdivision Placers 57 & 58 and Tract D of Deadwood Gulch Addition II Located in the SE1/4 of Section 27, T5N, R3E, B.H.M. City of Deadwood Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Final Plat

Kuchenbecker spoke about the plat. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve final plat - Adjusting Property Lines - Stage Run - 116 and 118 Mystery Wagon Road - WJP Holdings, LLC legally described as: Plat of Lot 2A and Lot 3A, Block 3A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Formerly Lots 2 and 3, Block 3A and a portion of Palisades Tract of Deadwood Stage Run Addition Located in the SW1/4 of Section 14, the SE1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Pay

Public Works Director Stalder spoke about the purchase. Martinisko moved, Johnson seconded to pay Crysteel Truck Equipment to install Cabshield and paint dump box in an amount not to exceed \$3,500.00. (To be paid by Streets equipment budget.) Roll Call: Aye-All. Motion carried.

Pay

Stalder spoke about the purchase. Martinisko moved, Johnson seconded to pay Northern Truck and Equipment in an amount not to exceed \$7,000.00 to install a new dump box on City fire truck which will be converted to a City dump truck. (To be paid by Streets equipment budget.) Roll Call: Aye-All. Motion carried.

Purchase

Stadler spoke about the purchase. Martinisko moved, Johnson seconded to purchase two sets of chains (for 2020 CAT Motor Grader and 2019 CAT front end loader) from Sturdevant's in an amount not to exceed \$20,126.00. (To be paid by Streets supply budget.) Roll Call: Aye-All. Motion carried.

Purchase

Parking and Transportation Director spoke about the purchase. Martinisko moved, Johnson seconded to purchase Roadmaster RM257 tires for five trolleys from Pit Crew 2 you Mobile Tire for a cost not to exceed \$12,500.00 including mounting and balancing. (To be paid by Trolley supplies budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Mayor's announcement of the establishment of a Workgroup for Youth Activities and Programming in conjunction with the City of Lead.
- B. Trunk or Treat from 3:00 p.m. to 5:00 p.m. on Saturday, October 28, 2023 at the Event Complex.

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, Johnson seconded to adjourn the regular session at 5:22 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, November 6, 2023 at 5:00 p.m.

REGULAR MEETING, OCTOBER 16, 2023

After coming out of executive session at 5:32 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1892	J & J TRUCK & AUTO BODY					
	I-2bd9e31e	101-3000-914	COMPENSATION	2014 FREIGHTLINER REPAIR	000000	20,155.27
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 20,155.27
01-0361	SD PUBLIC ASSURANCE ALL					
	I-29899	101-4111-421	INSURANCE	2023 ANNUAL RENEWAL	000000	196,231.72
	I-29906	101-4111-421	INSURANCE	ADD ON 2024 INT'L FIRE TRUCK	000000	4,618.01
01-0418	BLACK HILLS PIONEER					
	I-906 - 2023	101-4111-423	PUBLISHING	MINUTES - 8/21/23	000000	182.95
	I-907 - 2023	101-4111-423	PUBLISHING	NOH - HOMECOMING PARADE	000000	13.10
	I-959 - 2023	101-4111-423	PUBLISHING	MINUTES - 9/5/23	000000	130.54
	I-960 - 2023	101-4111-423	PUBLISHING	ORDINANCE 1387 - RAFFLE PERMIT	000000	20.87
01-0545	LYNN'S DAKOTA MART					
	I-002002531911	101-4111-426	SUPPLIES	COMMISSION MTG SUPPLIES	000000	132.50
01-4317	VIGILANT BUSINESS SOLUT					
	I-1841	101-4111-422-03	SAFETY - DRUG SCREENING		000000	717.00
01-4372	MARTINISKO, SHARON					
	I-10/12/23	101-4111-427	TRAVEL	TRAVEL REIMB/SDML ANN'L CONF	000000	91.80
01-4625	FIB CREDIT CARDS					
	I-092923	101-4111-427	TRAVEL	MEAL FOR CITY COMM BUDGET MTNG	000000	159.14
	I-FINANCECCD9/29/23	101-4111-426	SUPPLIES	DEPT HEAD MEETING	000000	43.33
	I-FINANCECCD9/29/23	101-4111-426	SUPPLIES	BUDGET SESSION	000000	7.54
	I-FINANCECCD9/29/23	101-4111-426	SUPPLIES	BUDGET SESSION	000000	6.96
	I-FINANCECCD9/29/23	101-4111-426	SUPPLIES	BUDGET SESSION	000000	25.39
				DEPARTMENT 111	COMMISSION	TOTAL: 202,380.85
01-2394	GUNDERSON, PALMER, NELS					
	I-128159	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	1,547.07
				DEPARTMENT 141	ATTORNEY	TOTAL: 1,547.07
01-0800	MORRISON, RONDA					
	I-10/01/23	101-4142-422	PROFESSIONAL	CONTRACT SERVICES - FINANCE	000000	1,700.00
01-4625	FIB CREDIT CARDS					
	I-FINANCECCD9/29/23	101-4142-426	SUPPLIES	KITCHEN SUPPLIES	000000	29.10
01-4711	AMAZON CAPITAL SERVICES					
	C-1XLL-MT1F-JLWV	101-4142-426	SUPPLIES	RTRN-POCKET LETTER WALL FILE	000000	12.91-
				DEPARTMENT 142	FINANCE	TOTAL: 1,716.10

PACKET: 06348 COMBINED - 10/13/23

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 09/26/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.46
		I-POWER 09/26/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	55.86
		I-POWER 09/26/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 09/26/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.35
		I-POWER 09/26/23	101-4192-428	UTILITIES 1 MILLER ST	000000	0.00
		I-POWER 09/26/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	206.52
		I-POWER 09/26/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	83.26
		I-POWER 09/26/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	28.19
		I-POWER 09/26/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	18.84
		I-POWER 09/26/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	514.04
		I-POWER 09/26/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 09/26/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	73.54
		I-POWER 09/26/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,741.12
		I-POWER 09/26/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	31.70
		I-POWER 09/26/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,248.04
		I-POWER 09/26/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	52.45
		I-POWER 09/26/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,239.58
		I-POWER 09/26/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	34.09
		I-POWER 09/26/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	81.52
		I-POWER 09/26/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	26.87
		I-POWER 09/26/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	154.75
		I-POWER 09/26/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	112.05
		I-POWER 09/26/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	331.00
		I-POWER 09/26/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,359.31
		I-POWER 09/26/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 09/26/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.58
		I-POWER 09/26/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	582.48
		I-POWER 09/26/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	103.57
		I-POWER 09/26/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	28.45
		I-POWER 09/26/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.20
		I-POWER 09/26/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 09/26/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	104.12
		I-POWER 09/26/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	25.75
		I-POWER 09/26/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	145.11
		I-POWER 09/26/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	55.86
		I-POWER 09/26/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	34.80
		I-POWER 09/26/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	27.23
		I-POWER 09/26/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	108.04
		I-POWER 09/26/23	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
		I-POWER 09/26/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	413.49
		I-POWER 09/26/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	57.86
		I-POWER 09/26/23	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	63.71
		I-POWER 09/26/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.84
		I-POWER 09/26/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	440.42
		I-POWER 09/26/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	0.00
		I-POWER 09/26/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,211.94
		I-POWER 09/26/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	45.04
		I-POWER 09/26/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	46.71

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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	09/26/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	24.61
	I-POWER	09/26/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00
	I-POWER	09/26/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.10
	I-POWER	09/26/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	87.03
	I-POWER	09/26/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	25.65
	I-POWER	09/26/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	22.27
	I-POWER	09/26/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	29.53
	I-POWER	09/26/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,837.13
	I-POWER	09/26/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	45.85
	I-POWER	09/26/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	424.22
	I-POWER	09/26/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	40.23
	I-POWER	09/26/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	79.50
	I-POWER	09/26/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	62.59
	I-POWER	09/26/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	605.91
	I-POWER	09/26/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00
	I-POWER	09/26/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	741.42
	I-POWER	09/26/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	70.44
	I-POWER	09/26/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,138.56
	I-POWER	09/26/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.68
	I-POWER	09/26/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.08
	I-POWER	09/26/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.62
	I-POWER	09/26/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
	I-POWER	09/26/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	61.28
	I-POWER	09/26/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	189.00
	I-POWER	09/26/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	90.81
	I-POWER	09/26/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	764.29
	I-POWER	09/26/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	31.96
	I-POWER	09/26/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	756.42
	I-POWER	09/26/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,489.52
	I-POWER	09/26/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	32.40
	I-POWER	09/26/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	35.42
	I-POWER	09/26/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	80.32
	I-POWER	09/26/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	785.61
	I-POWER	09/26/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	517.00
	I-POWER	09/26/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	110.39
	I-POWER	09/26/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.59
	I-POWER	09/26/23	101-4192-428	UTILITIES 767 MAIN ST	000000	21.15
	I-POWER	09/26/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.83
	I-POWER	09/26/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.02
	I-POWER	09/26/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.87
	I-POWER	09/26/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.22
	I-POWER	09/26/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	535.74-
01-0539	LEAD-DEADWOOD SANITARY					
	I-10/03/23	CONSUMP	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	40.40
	I-10/03/23	CONSUMP	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	25.01
	I-10/03/23	CONSUMP	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
	I-10/03/23	CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00

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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
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-10/03/23 CONSUMP	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	26.79
		I-10/03/23 CONSUMP	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	22.42
		I-10/03/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	34.04
		I-10/03/23 CONSUMP	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	49.34
		I-10/03/23 CONSUMP	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	37.96
		I-10/03/23 CONSUMP	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	42.60
		I-10/03/23 CONSUMP	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	215.00
		I-10/03/23 CONSUMP	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-10/03/23 CONSUMP	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	136.64
		I-10/03/23 CONSUMP	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	161.35
01-0784	WESTERN STATES FIRE PRO					
	I-WSF535556		101-4192-422-06	PROFESSIONAL- ANNUAL SPRINKLER INSP/GRANDSTA	000000	320.00
01-1228	API SYSTEMS INTEGRATORS					
	I-ASI013426		101-4192-425-17	REPAIRS-DAYS REPAIRS TO FIRE ALARM SYS/DAYS	000000	380.00
01-1502	BLACK HILLS CHEMICAL					
	I-254178C		101-4192-426	SUPPLIES (12) NILOTRON METER SCENT/PB	000000	71.88
	I-255079A		101-4192-426	SUPPLIES (24) NILOTRON METER SCENT/PB	000000	143.76
	I-256014		101-4192-426	SUPPLIES (8) OPTICORE TOILET PAPER/PB	000000	487.44
01-1558	ECOLAB PEST ELIMINATION					
	I-3429854		101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	100.63
	I-3661217		101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	119.81
01-1626	SERVALL UNIFORM AND LIN					
	I-09/19/23 SERVALL		101-4192-426-07	SUPPLIES - FI FIRE HALL / 0789665	000000	41.33
	I-09/19/23 SERVALL		101-4192-426-10	SUPPLIES - LI LIBRARY / 0789666	000000	38.37
	I-09/19/23 SERVALL		101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0789680	000000	41.55
	I-09/19/23 SERVALL		101-4192-426-14	SUPPLIES - ST STREET DEPT / 0789682	000000	68.71
	I-09/19/23 SERVALL		101-4192-426-15	SUPPLIES - TR TROLLEY/0789681	000000	52.12
	I-09/21/23 SERVALL		101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	173.12
	I-09/21/23 SERVALL		101-4192-426-08	SUPPLIES - HI HISTORY / 0790740	000000	55.48
	I-09/21/23 SERVALL		101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0790739	000000	39.50
	I-09/21/23 SERVALL		101-4192-422-13	PROFESSIONAL REC CENTER / 0790742	000000	90.70
	I-10/03/23 SERVALL		101-4192-426-07	SUPPLIES - FI FIRE HALL / 0789665	000000	41.33
	I-10/03/23 SERVALL		101-4192-426-10	SUPPLIES - LI LIBRARY / 0789666	000000	39.23
	I-10/03/23 SERVALL		101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0789680	000000	41.55
	I-10/03/23 SERVALL		101-4192-426-14	SUPPLIES - ST STREET DEPT / 0789682	000000	68.71
	I-10/03/23 SERVALL		101-4192-426-15	SUPPLIES - TR TROLLEY/0789681	000000	65.79
	I-10/05/23 SERVALL		101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	176.87

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FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
	I-10/05/23 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0790740		000000	55.48
	I-10/05/23 SERVALL	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0790739		000000	39.50
	I-10/05/23 SERVALL	101-4192-422-13	PROFESSIONAL REC CENTER / 0790742		000000	90.70
01-3151	KONE CHICAGO					
	I-871164098	101-4192-422-17	PROFESSIONAL- SEPT ELEVATOR MAINT/76 MUSEUM		000000	183.77
01-4570	CHAPTER Y - PEO					
	I-10/12/23-A	101-4192-426	SUPPLIES 3 POINSETTIAS - CITY HALL		000000	75.00
01-4625	FIB CREDIT CARDS					
	I-09/29/23 PUB BLDGS	101-4192-425-21	REPAIRS - WEL MOUNTING HARDWARE/WELCOME		000000	11.22
	I-09/29/23 PUB BLDGS	101-4192-425-08	REPAIRS - HIS MOUNTING HARDWARE/WELCOME		000000	50.67
01-4803	SUMMIT FIRE PROTECTION					
	I-115012561	101-4192-422-06	PROFESSIONAL- SEMI ANNUAL INSPECTION/GRANDST		000000	284.75
01-4957	ONSITE FIRST AID, LLC					
	I-3045	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS		000000	118.65
	I-3046	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STRTS,WATER		000000	180.90
	I-3102	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS		000000	196.51
01-5147	ROCKSTARZ CONCRETE DESI					
	I-896	101-4192-425-11	REPAIRS - PAR REPLACE FLOORING/PARKS SHOP		000000	6,478.40
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 40,337.86
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-416579	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS		000000	2,524.50
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,524.50
01-4625	FIB CREDIT CARDS					
	I-POLICECCD09/29/23	101-4210-427	TRAVEL	FUEL - ACADEMY/PIERRE - PD	000000	34.74
	I-POLICECCD09/29/23	101-4210-427	TRAVEL	FUEL - ACADEMY/PIERRE - PD	000000	31.43
	I-POLICECCD09/29/23	101-4210-427	TRAVEL	FUEL - ACADEMY/PIERRE - PD	000000	38.90
	I-POLICECCD09/29/23	101-4210-427	TRAVEL	FUEL - ACADEMY/PIERRE - PD	000000	39.52
					DEPARTMENT 210 POLICE	TOTAL: 144.59
01-0864	M & T FIRE AND SAFETY					
	I-11032A	101-4221-434	MACHINERY/EQU 6 FIRE HOSES - FIRE DEPT		000000	2,920.00
01-1171	A & B BUSINESS SOLUTION					
	I-IN1079686	101-4221-422	PROFESSIONAL COPIER CONTRACT - AUG.- FIRE		000000	83.88

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FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
	I-14154	101-4221-422	PROFESSIONAL	PRINT'G BIZ CARDS/FETTER-FIRE	000000	30.00
01-2594	DEADWOOD FIRE DEPARTMEN					
	I-25587-INTL AIRTOOL	101-4221-426	SUPPLIES	REIMBS/PUMP REPAIR KIT- CAFS 8	000000	306.10
01-5089	JERRY GREER'S ENGINEERI					
	I-1-70459	101-4221-425	REPAIRS	TIGHTENED HOSE-RESCUE 3 /FIRE	000000	15.00
01-5115	ROSENBAUER SOUTH DAKOTA					
	I-0000200944	101-4221-434	MACHINERY/EQU	2024 CUSTOM BUILT TRUCK	000000	409,762.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 413,116.98
01-0467	CULLIGAN OF THE BLACK H					
	I-0019342	101-4310-426	SUPPLIES	(4) 5 GAL BOTTLED WATER/STRTS	000000	14.40
01-0561	SOUTH DAKOTA 811					
	I-SD23-02772	101-4310-422	PROFESSIONAL	LOCATE MSG-FAX FEES/STRTS	000000	56.00
01-0723	NORTHERN TRUCK EQUIPMEN					
	I-RC4227	101-4310-434	MACHINERY/EQU	BOSS 10' POWER SNOWPLOW/STRTS	000000	15,445.00
01-1406	STRETCH'S GLASS & CUSTO					
	I-I024470	101-4310-425	REPAIRS	WINDSHIELD FOR DUMPTRUCK/STRTS	000000	811.38
01-1493	SANITATION PRODUCTS, IN					
	I-87008	101-4310-425	REPAIRS	MOT-HYDR-SHIPING/STREETS	000000	891.87
01-1892	J & J TRUCK & AUTO BODY					
	I-2bd9e31e	101-4310-425	REPAIRS	2014 FREIGHTLINER REPAIR	000000	2,500.00
01-3837	SACRISON ASPHALT					
	I-23093-05	101-4310-425	REPAIRS	8.04 ASPHALT/STREETS	000000	643.20
	I-23096-02	101-4310-425	REPAIRS	1.06 ASPHALT/STREETS	000000	84.80
01-4345	ULINE					
	I-168245167	101-4310-426	SUPPLIES	(3) CONVEX SAFETY MIRRORS/STRT	000000	429.24
01-4860	WEST RIVER TRAILER SALE					
	I-6367	101-4310-434	MACHINERY/EQU	(2) KIT WEARSTRIP 29VHD/STREET	000000	599.98
DEPARTMENT 310 STREETS						TOTAL: 21,475.87
01-4630	SANDER SANITATION SERVI					
	I-09/30/23 EXTRA	101-4320-422	PROFESSIONAL	SEPT EXTRA PICKUPS/SANITATION	000000	1,500.00
	I-09/30/23 STATEMENT	101-4320-422	PROFESSIONAL	SEPT RESIDENTIAL GARBAGE	000000	12,848.90
DEPARTMENT 320 SANITATION						TOTAL: 14,348.90

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 DEPARTMENT: 370 OAKRIDGE CEMETERY
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-184064543	101-4370-422	PROFESSIONAL LAWN SERVICE/OAKRIDGE	000000	1,746.65
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	1,746.65
		I-184064533	101-4520-422	PROFESSIONAL LAWN CARE/DAYS OF 76 MUSEUM	000000	135.03
		I-184064534	101-4520-422	PROFESSIONAL LAWN CARE/SOFTBALL FIELDS	000000	499.01
		I-184064535	101-4520-422	PROFESSIONAL LAWN CARE/FERGUSON FIELD	000000	474.63
		I-184064536	101-4520-422	PROFESSIONAL LAWN CARE/LIBRARY	000000	55.20
		I-184064537	101-4520-422	PROFESSIONAL LAWN CARE/GORDON PARK	000000	180.96
		I-184064538	101-4520-422	PROFESSIONAL LAWN CARE/ADAMS HOUSE	000000	52.01
		I-184064539	101-4520-422	PROFESSIONAL LAWN CARE/HISTORY CENTER	000000	55.20
		I-184064540	101-4520-422	PROFESSIONAL LAWN CARE/ADAMS MUSEUM	000000	52.01
		I-184064541	101-4520-422	PROFESSIONAL LAWN SERVICE/HARCC MICK TRAIL	000000	52.01
		I-184064542	101-4520-422	PROFESSIONAL LAWN SERVICE/BULLOCK PARK	000000	93.83
		I-184064544	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK	000000	539.22
		I-184064545	101-4520-422	PROFESSIONAL LAWN SERVICE//PLUMA PARK	000000	216.91
01-0467	CULLIGAN OF THE BLACK H					
		I-0019343	101-4520-426	SUPPLIES (3) 5 GAL BOTTLE WATER-RENT/PK	000000	36.60
01-0653	FASTENAL COMPANY					
		I-SDRA1126894	101-4520-426	SUPPLIES CAUTION TAPE-CABLE TIES/PARKS	000000	109.58
01-0677	LAWSON PRODUCTS, INC.					
		I-9310960779	101-4520-426	SUPPLIES HEX NUT-WASHER-SCREW-WHL/PRKS	000000	205.90
01-0776	ALBERTSON ENGINEERING,					
		I-19459	101-4520-422-01	PROF SERV- FE CR RESTOR PWR PARK NORTH/PARKS	000000	457.65
		I-19460	101-4520-422-01	PROF SERV- FE CR RESTOR PWR PARK SOUTH/PRKS	000000	898.36
		I-19461	101-4520-422-01	PROF SERV- FE CR RESTOR COMFORT INN/PARKS	000000	1,205.00
		I-19462	101-4520-422-01	PROF SERV- FE HITEWOOD CR ADDENDUM #4/PARKS	000000	5,605.11
		I-19463	101-4520-422-01	PROF SERV- FE WHITEWOOD CR ADDENDUM #5/PARKS	000000	6,292.00
		I-19465	101-4520-422-01	PROF SERV- FE CR RESTOR POWERHOUSE/PARKS	000000	1,062.10
01-1496	LAWRENCE CO. REGISTER O					
		I-101023	101-4520-422-01	PROF SERV- FE FEMA CHARLES STREET	000000	30.00
		I-101023-10	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST OBERLANDER	000000	30.00
		I-101023-11	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST OBERLANDER	000000	30.00
		I-101023-12	101-4520-422-01	PROF SERV- FE FEMA CHARLES STREET GROSS	000000	30.00
		I-101023-13	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST PONTIUS	000000	30.00
		I-101023-14	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST BOSCH	000000	30.00
		I-101023-15	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST BH CHAIRLIFT	000000	30.00
		I-101023-16	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST ENSMINGER	000000	30.00
		I-101023-17	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST SMITH	000000	30.00
		I-101023-18	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST SHAMA	000000	30.00
		I-101023-19	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST HICKS	000000	30.00
		I-101023-2	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST WEST DAKOTA	000000	30.00

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1496	LAWRENCE CO. REGISTER O	continued				
	I-101023-20	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST HOWELL	000000	30.00	
	I-101023-21	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST COMFORT INN	000000	30.00	
	I-101023-22	101-4520-422-01	PROF SERV- FE FEMA RYAN RD ISLAND	000000	30.00	
	I-101023-23	101-4520-422-01	PROF SERV- FE FEMA RYAN RD SWANSON	000000	30.00	
	I-101023-24	101-4520-422-01	PROF SERV- FE FEMA RYAN RD WERNER	000000	30.00	
	I-101023-3	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST WEST DAKOTA	000000	30.00	
	I-101023-4	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST WEST DAKOTA	000000	30.00	
	I-101023-5	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST WEST DAKOTA	000000	30.00	
	I-101023-6	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST HOPPER	000000	30.00	
	I-101023-7	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST CZERNY	000000	30.00	
	I-101023-8	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST YOST	000000	30.00	
	I-101023-9	101-4520-422-01	PROF SERV- FE FEMA CHARLES ST HOWELL	000000	30.00	
DEPARTMENT 520 PARKS					TOTAL:	18,998.32

01-2934	SD PLANNERS ASSOCIATION					
	I-00207A	101-4640-427	TRAVEL	REGISTRATION- KEVIN	000000	150.00
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	150.00

FUND 101 GENERAL FUND					TOTAL:	738,643.05

01/13/2023 4:44 PM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 06348 COMBINED - 10/13/23
VENDOR SET: 01
FUND : 206 LIBRARY FUND
DEPARTMENT: 550 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 9
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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H					
		I-0019377	206-4550-422	PROFESSIONAL 5 GAL.BOTTLED WATER - LIBRARY	000000	36.80
01-4570	CHAPTER Y - PEO					
		I-10/12/23	206-4550-424	PROGRAMMING 3 POINSETTIAS - LIBRARY	000000	75.00
01-4625	FIB CREDIT CARDS					
		I-LIBRARYCCD09/29/23	206-4550-434	COLLECTION DE BOOKS FOR BOOK FESTIVAL /LIBR	000000	131.51
		I-LIBRARYCCD09/29/23	206-4550-434	COLLECTION DE BOOK FOR BOOK FESTIVAL / LIBR	000000	16.99
		I-LIBRARYCCD09/29/23	206-4550-434	COLLECTION DE BOOK FOR BOOK FESTIVAL / LIBR	000000	47.00
01-4711	AMAZON CAPITAL SERVICES					
		I-19YJ-44MN-WMNN	206-4550-424	PROGRAMMING PROGRAMMING - LIBRARY	000000	66.11
		I-19YJ-44MN-WMNN	206-4550-426	SUPPLIES OFC. SUPPLIES - LIBRARY	000000	45.92
		I-1HVV-3JLY-9L93	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	169.55
		I-1HVV-3JLY-9L93	206-4550-434	COLLECTION DE AUDIO BOOKS - LIBRARY	000000	29.49
		I-1N9F-WV6H-TW9H	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	23.67
		I-1Q79-W7X6-JQCP	206-4550-426	SUPPLIES OFC SUPPLIES - LIBRARY	000000	44.43
		I-1Q79-W7X6-JQCP	206-4550-424	PROGRAMMING PROGRAM SUPPLIES - LIBRARY	000000	28.26
01-4886	HOOPLA					
		I-504431227	206-4550-434	COLLECTION DE SUBSCRIPTION SERVICES- LIBRARY	000000	70.69
DEPARTMENT 550 LIBRARY TOTAL:						785.42
FUND 206 LIBRARY FUND TOTAL:						785.42

PACKET: 06348 COMBINED - 10/13/23

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
01-1098	HILLYARD/SIOUX FALLS					
		I-605267110	209-4510-426	SUPPLIES REJUVNAL-DEGREASER CLNR/REC	000000	325.69
01-1502	BLACK HILLS CHEMICAL					
		I-256404	209-4510-426	SUPPLIES LINER-BLCH-GLV-ACID URIN SC/RE	000000	793.42
01-3151	KONE CHICAGO					
		I-871164097	209-4510-422	PROFESSIONAL SEPT ELEVATOR MAINT/REC	000000	176.70
			DEPARTMENT 510	REC CENTER	TOTAL:	1,295.81
01-0475	DEADWOOD CHAMBER & VISI					
		I-10/11/23	209-4980-422	PROFESSIONAL EV CMLX BILL LIST FOR10/16/23	000000	5,606.25
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	5,606.25
			FUND	209 BED & BOOZE FUND	TOTAL:	6,902.06

10/13/2023 4:44 PM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 06348 COMBINED - 10/13/23
VENDOR SET: 01
FUND : 213 BID #1-6 (Business Imprv)
DEPARTMENT: 630 BID
BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-10/11/23	213-4630-423	MARKETING	BID 1-6 BILL LIST FOR 10/16/23 000000	81,574.10
DEPARTMENT 630 BID						TOTAL: 81,574.10
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 81,574.10

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
	I-2017	215-4572-235	VISITOR MGMT	BRULE CONCERT	000000	5,000.00
			DEPARTMENT 572	HP VISITOR MGMT AND INFOR	TOTAL:	5,000.00
01-2014	TOMS, DON					
	I-100223	215-4573-335	HIST. INTERP.	LEDGER PROJECT	000000	600.00
01-2585	PASTPERFECT SOFTWARE					
	I-2023SPTTPO-37392	215-4573-335	HIST. INTERP.	SUPT RENEWAL/ONLINE HOSTING	000000	812.00
01-3314	CENTURY BUSINESS PRODUC					
	I-698674	215-4573-335	HIST. INTERP.	CONTRACT 69641-10 ARCHIVES	000000	21.04
01-4625	FIB CREDIT CARDS					
	I-092923	215-4573-335	HIST. INTERP.	ARCHIVES AIR FILTERS	000000	114.93
			DEPARTMENT 573	HP HISTORIC INTERPRETATIO	TOTAL:	1,547.97
01-0563	RCS CONSTRUCTION					
	I-093023	215-4575-515	GRANT/LOAN RE 9	SHINE	000000	6,426.57
01-1422	SABO CONSTRUCTION, INC.					
	I-100923	215-4575-515	GRANT/LOAN RE 8	JEFFERSON PROGRESS PMNT	000000	63,000.00
			DEPARTMENT 575	HP DEADWOOD GRANT AND LOA	TOTAL:	69,426.57
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-416579	215-4576-600	PROFES. SERV.	OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
	I-19479	215-4576-600	PROFES. SERV.	8 JEFFERSON RETAINING WALL	000000	200.00
	I-19481	215-4576-600	PROFES. SERV.	9 SHINE & LIBRARY RETAIN WALL	000000	200.00
	I-19482	215-4576-600	PROFES. SERV.	650 MAIN RETAINING WALL	000000	100.00
	I-19483	215-4576-600	PROFES. SERV.	74 VAN BUREN RETAINING WALL	000000	100.00
	I-19485	215-4576-600	PROFES. SERV.	33 1/2 JACKSON RETAINING WALL	000000	700.00
01-2394	GUNDERSON, PALMER, NELS					
	I-128159	215-4576-620	PROFES. SERV.	LEGAL SERVICES	000000	300.00
01-5052	AVID4 ENGINEERING					
	I-23-123.5	215-4576-600	PROFES. SERV.	GIS TECH SERVICES RETAINER	000000	1,560.00
			DEPARTMENT 576	HP PROFESSIONAL SERVICES	TOTAL:	4,175.00

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0563	RCS CONSTRUCTION					
		I-093023	215-4577-755	CAPITAL ASSET 9 SHINE	000000	14,917.38
01-4204	COMPLETE CONCRETE, INC.					
		I-093023	215-4577-755	CAPITAL ASSET 650 MAIN RETAINING WALL	000000	18,451.12
01-4877	SCHLOSSER CONSTRUCTION					
		I-100623	215-4577-755	CAPITAL ASSET 26 WASHINGTON RETAINING WALL	000000	25,840.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		59,208.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-416332	215-4641-422	PROFESSIONAL IS SUPPORT	000000	175.00
		I-416408	215-4641-434	MACHINERY/EQU LAPTOP- T MOHR	000000	2,263.00
01-2172	RATH ELECTRIC LLC					
		I-1	215-4641-425	REPAIRS DEADWOOD LIBRARY	000000	237.70
		I-2	215-4641-425	REPAIRS DEADWOOD LIBRARY LAMP/BOX/CELL	000000	320.85
01-2728	WEST RIVER HISTORY CONF					
		I-092823	215-4641-427	TRAVEL REGISTRATION- BROWN/SANTOCHI	000000	310.00
01-3314	CENTURY BUSINESS PRODUC					
		I-698675	215-4641-428	UTILITIES COPIER CONTRACT 93429-02	000000	239.10
01-3373	AMAZON WEB SERVICES					
		I-1461670409	215-4641-422	PROFESSIONAL ELASTIC COMPUTE CLOUD	000000	35.51
01-4625	FIB CREDIT CARDS					
		I-092923	215-4641-426	SUPPLIES GPS/MAP APPLICATION	000000	31.85
01-5069	MICROSOFT					
		I-G029944508	215-4641-422	PROFESSIONAL AZURE SUPPORT 9/1/23-9/30/23	000000	232.37
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	3,845.38
				FUND 215 HISTORIC PRESERVATION	TOTAL:	143,203.42

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5145	RIDGELINE L.L.C.					
		I-3456	216-1310	DUE FROM OTHE 37 LINCOLN MCFARLAND	000000	10,000.00
01-5146	MR. LIFTER'S					
		I-10105	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	12,988.88
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 22,988.88
01-0558	NHS OF THE BLACK HILLS					
		I-2023-9	216-4653-422	PROFESSIONAL SERVICE CONTRACT 9/2023	000000	3,000.00
		I-20233	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	204.50
01-2715	SPEARFISH BUILDING & SU					
		I-48757	216-4653-962-04	SIDING GRANT 18 DENVER DRUMMOND	000000	70.97
01-3973	BRYANT, LINDA					
		I-595908	216-4653-962-01	SPECIAL NEEDS 74 CLIFF BRYANT	000000	2,183.25
01-4726	KNECHT HOME CNTR-GRANTS					
		I-9741953	216-4653-962-03	WINDOWS GRANT 39 DUNLOP HILGENDORF	000000	295.90
		I-9741954	216-4653-962-03	WINDOWS GRANT 39 DUNLOP HILGENDORF	000000	3,961.83
		I-9760354	216-4653-962-01	SPECIAL NEEDS 39 DUNLOP HILGENDORF	000000	1,045.00
01-4739	TWIN CITY HARDWARE-HP P					
		I-2309-267091	216-4653-962-04	SIDING GRANT 39 STEWART PARHAM	000000	3,703.19
		I-2309-267096	216-4653-962-04	SIDING GRANT 39 STEWART PARHAM	000000	40.95
		I-2309-267349	216-4653-962-04	SIDING GRANT 39 STEWART PARHAM	000000	492.42
01-DR	DRUMMOND, NICHOLAS					
		I-10106	216-4653-962-08	FOUNDATION GR 18 DENVER DRUMMOND	000000	10,000.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 24,998.01
				FUND	216	REVOLVING LOAN
						TOTAL: 47,986.89

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H					
		I-0019342	602-4330-426	SUPPLIES (4) 5 GAL BOTTLED WATER/WATER	000000	14.40
01-0539	LEAD-DEADWOOD SANITARY					
		I-10/03/23 EQR	602-4330-422	PROFESSIONAL SEPT EQR/WATER	000000	28,435.00
01-0561	SOUTH DAKOTA 811					
		I-SD23-02772	602-4330-422	PROFESSIONAL LOCATE MSG-FAX FEES/WATER	000000	56.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1447834	602-4330-426	SUPPLIES MAIN VALVER RUBBER KIT/WATER	000000	382.32
		I-1449694	602-4330-426	SUPPLIES EPOXY-MEGALUG-BOLTS/WATER	000000	377.94
		I-1450627	602-4330-426	SUPPLIES MEGALUG MJ RESTRAINT/WATER	000000	577.72
01-4721	TOWEY DESIGN GROUP INC.					
		I-23-553	602-4330-422	PROFESSIONAL WATER MODELING TASK 3/WATER	000000	2,296.25
01-5016	JOE DIRT SEPTIC & DRAIN					
		I-530701	602-4330-422	PROFESSIONAL CAMERA SWR LINE 105 SHERMAN/WT	000000	312.00
		I-530756	602-4330-422	PROFESSIONAL CAMERA SEWER 105 SHERMAN/WTR	000000	312.00
			DEPARTMENT 330	WATER	TOTAL:	32,763.63
			FUND	602 WATER FUND	TOTAL:	32,763.63

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3373	AMAZON WEB SERVICES					
		I-1461670409	607-4580-422	PROFESSIONAL ELASTIC COMPUTE CLOUD	000000	35.51
01-3558	DEADWOOD HISTORY, INC.					
		I-32700	607-4580-426	SUPPLIES COOP ADS 605 MAG SEPT/MM	000000	220.00
01-5069	MICROSOFT					
		I-G029944508	607-4580-422	PROFESSIONAL AZURE SUPPORT 9/1/23-9/30/23	000000	232.38
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	487.89
				FUND 607 HISTORIC CEMETERIES	TOTAL:	487.89

PACKET: 06348 COMBINED - 10/13/23

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
01-4317	VIGILANT BUSINESS SOLUT	I-1841	610-4360-422	PROFESSIONAL SCREENING	000000	96.00
01-4766	IPS GROUP INC	I-INV89612	610-4360-422-02	PROFESSIONAL CC TRANS-DATA FEES/P&T	000000	3,876.32
		I-INV89725	610-4360-422-02	PROFESSIONAL CC GATEWAY-NOTICES-PEMS FEES/P	000000	867.99
		I-INV89725	610-4360-422	PROFESSIONAL CC GATEWAY-NOTICES-PEMS FEES/P	000000	3,223.39
01-4980	JLG ARCHITECTS	I-22078-12	610-4360-422	PROFESSIONAL PLANNING STUDY PARK RAMP/P&T	000000	2,690.00
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	10,753.70
01-1502	BLACK HILLS CHEMICAL	I-256408	610-4361-426	SUPPLIES (8) SURE STEP RINSE/TROLLEY	000000	254.64
01-3060	QUIK SIGNS	I-43018	610-4361-426	SUPPLIES (6) 12X3 ORACAL MOUNT SIGNS/TR	000000	59.77
01-3373	AMAZON WEB SERVICES	I-1461670409	610-4361-422	PROFESSIONAL ELASTIC COMPUTE CLOUD	000000	35.51
01-4347	VERIZON CONNECT NWF, I	I-OSV000003157324	610-4361-422	PROFESSIONAL SEP DATA CONNECT SRVCS/TROLLEY	000000	92.95
01-5069	MICROSOFT	I-G029944508	610-4361-422	PROFESSIONAL AZURE SUPPORT 9/1/23-9/30/23	000000	232.37
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	675.24
01-0429	BLACK HILLS ENERGY	I-POWER 09/26/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	26.66
01-3151	KONE CHICAGO	I-871164097	610-4362-422	PROFESSIONAL SEPT ELEVATOR MAINT/REC	000000	176.70
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	203.36
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 11,632.30

PACKET: 06348 COMBINED - 10/13/23

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					
		C-202310135110	722-2190	AMOUNTS HELD SEPTEMBER SALES TAX PD OCTOBER	000000	8,303.95-
		D-202310135111	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	8,303.95
		I-202310135113	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	8,303.95
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	8,303.95

			FUND	722 SALES TAX AGENCY	TOTAL:	8,303.95

PACKET: 06348 COMBINED - 10/13/23

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-10/12/23	723-4000-429	OTHER CITY SLOTS - PYMT 4, YR 3	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	1,102,112.26

POLICE SERGEANT I

(Police Sergeant I & II are based on Sergeant Seniority)

POSITION DESCRIPTION

GENERAL PURPOSE

The purpose of a police sergeant is to lead and manage a team of police officers. The sergeant will promote a safe, positive, and professional work environment. The sergeant will supervise officers and will be responsible for the day-to-day operations of the Deadwood Police Department. The sergeant will ensure their team carries out their duties effectively and efficiently and uphold the law. The sergeant must be able to respond to situations with poise, and act quickly and calmly. In addition to supervising, the sergeant will perform general police duties in the protection of life and property through enforcement of local, state, and federal law, investigates and prevents crimes, and will aid educating the public.

SUPERVISION RECEIVED

A Police Sergeant will work under the direction of, and report to, the Chief of Police, unless specifically directed otherwise.

SUPERVISION EXERCISED

Exercises supervision over all Police Officers within the department, unless specifically directed otherwise.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities include, but are not limited to:

Provides supervision, guidance, and assistance to officers and support staff in the department during their assigned duties.

Requires adherence to administrative policies, general orders, special orders, and procedures of the department set forth by the Chief of Police and/or city administration.

Assures personnel performs desirable police services.

Develops, promotes, and maintains a climate in which moral, motivation, and individual effectiveness in the department is positive, productive, and affective.

Preserves and promotes the chain of command within the rank and file and the operations of the department.

Requires attainment of acceptable standards of performance and enforces the control necessary to assure performance is achieved according to policies and procedures.

Assists in training of personnel according to department policies and procedures.

Resolves conflicts that arise within the department.

Assures adherence to procedures in preparation and filing reports and forms of the department.

Maintains a level of standard that promotes respect and confidence within the department.

Keeps current on new methods of operations, change in criminal law, and procedures that may affect the operations of the department.

Is accessible to support officer's, be accessible for officers who request assistance, and joins efforts in enforcing traffic regulations and criminal laws, answer complaints, assist officers on complaints, and conducts investigations.

Additionally, Sergeants may be responsible for the other duties/tasks as assigned/delegated by the Chief of Police. These duties/tasks could include, but are not limited to: Review calls for service, review and approve case reports and accident reports, daily shift schedule, NIBRS, complete audio/video downloads of cases for the States Attorney's office, fleet operations, Acadis submissions, PBT calibration, new hires, training records, evidence, FEMA registrations, MOCIC, ride-along approvals, and any other tasks as assigned.

ADDITIONAL DUTIES

Manages investigations, directs or assists patrol officers in the investigation of crime scenes and/or traffic accidents.

Performs the duties of patrol officer as needed or when directed to.

Participates on oral boards for selection process of new hires, specialty positions, and promotions within the department.

Available to be called in.

DESIRED MINIMUM QUALIFICATIONS

GENERAL QUALIFICATIONS

Must be 21 years or older.

Must be a United States Citizen.

Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without suspension or revocation in any other state.

No felony convictions or disqualifying criminal histories.

Ability to work flexible hours/shift work.

Ability to be called in.

Must be computer literate.

Have successfully completed one-year probationary period and must be off any probationary status and be in good standing with the department.

EDUCATION AND EXPERIENCE

3 years of full-time law enforcement experience, with minimum of 1 year as patrolman experience.

Must possess a South Dakota Law Enforcement Certification.

High School Diploma or GED equivalent.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of supervisor methods.

Thorough knowledge of Federal, State, County, and City Municipal codes, laws, and regulations.

Thorough knowledge of standard police practices, methods, and procedures, including patrol, crime prevention, traffic control, investigations and identification techniques.

Thorough knowledge of Criminal Law and criminal procedures, including references regarding apprehension, arrest, custody of offenders and rules relating to the seizure and preservation of rules of evidence.

Thorough knowledge of offensive and defensive weapons, including defensive tactics techniques.

Thorough knowledge of effective and appropriate interviewing and interrogation techniques.

Thorough knowledge of the safe and effective use of firearms and other related police equipment.

Ability to prepare complete, accurate, fair, and timely evaluations of personnel in the department.

Ability to provide effective supervision, training, and motivation for the department.

Ability to effectively maintain composure under adverse conditions such as public harassment, critical injuries, and death.

Ability to effectively interpret and apply laws, regulations, policies, and procedures.

Ability to demonstrate skill and efficient firearm use.

Ability to establish and maintain effective working relationships with other supervisors, officers, other City personnel, City Officials, and the public from a variety of racial, ethnic, and economic backgrounds.

Ability to communicate effectively with others, both orally and in writing.

Ability to prepare and present accurate and reliable reports containing facts, findings, and recommendations.

SPECIAL REQUIREMENTS

Obtain CPR and First Aid Certification within 6 months of employment.

Attend a Supervisor Certification Class within 1 year of employment.

Ability to meet Department's physical standards within 1 year of employment.

TOOLS AND EQUIPMENT USED

The following is a list of tools and equipment used in the performance of a law enforcement officer's duties, which include, but are not limited to: Police car, police radio, radar, handgun, rifle, shotgun, taser, baton, and other equipment as required, such as baton, handcuffs, breathalyzer, pager, first aid equipment, copier, fax, typewriter, personal computer programs, such as word, excel, zuercher, etc.

PHYSICAL DEMANDS

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

The employee must work rotating shifts and extended workday, overtime, and call out assignments. Employee will work and deal with the general public in all types of situations and conditions. The employee will be in good health as there are frequent periods of sitting, standing, bending, crawling, and stooping in all types of terrain and conditions. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The employee must occasionally lift, carry, and/or move more than 100 pounds.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Drive patrol vehicle in a safe and effective manner while on patrol or responding to a complaint in all types of weather conditions.

SELECTION GUIDELINES

Formal letter of interest be submitted; rating of education and experience; oral interviews and reference check; job related tests may be required.

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

Functional Job Description

DATE: _____

Position: Police Sergeant

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05

Revised: October 16, 2023

PHYSICAL DEMANDS

Note: In terms of an eight-to-ten-hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8-10 HOUR DAY	COMMENTS
Sit	2	4	
Stand	2	2 - 5	Special Events
Walk	2	2 - 5	Special Events

Occasionally = 1% - 33%

Frequently = 34% - 66%

Continuously = 67% - 100%

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

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	100 pounds	50 pounds	20 pounds	Gun belt, firearm, etc.
Lift (pounds)	100 pounds	50 pounds	20 pounds	Gun belt, firearm, etc.

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

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

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		

The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		Firearms, sirens, rally, crowded establishments, special events –concerts.
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Firearms
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	x		Vehicle accidents
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
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Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	?		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for POLICE SERGEANT II**

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

Employee Signature

Date

**CONTRACT BETWEEN CITY OF DEADWOOD AND
CINDY SCHNERINGER, INDEPENDENT CONTRACTOR**

This Contract is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Planning & Zoning Office (hereinafter referred to as “CITY”) and Cindy Schneringer, P.O. Box 1179, Douglas, Wyoming 82633 (hereinafter referred to as “INDEPENDENT CONTRACTOR”).

The purpose of this Contract is to set forth the terms and conditions of the Contract between CITY and INDEPENDENT CONTRACTOR for professional services associated with the Planning and Zoning Department.

INDEPENDENT CONTRACTOR has the experience and expertise and personal software and hardware to provide the professional services desired by the CITY.

The parties desire to enter into a Contract whereby INDEPENDENT CONTRACTOR provides professional services regarding the development of staff reports for the Zoning Administrator, identifies Conditional Use Permits for annual review, develops the necessary Findings of Facts for the calendar year 2023, the creation of templates for a variety of reports generated through the Planning and Zoning Office, and other projects identified by the CITY.

INDEPENDENT CONTRACTOR further agrees to observe and report on activities of short-term rentals within the city limits of Deadwood through the Harmari – a third-party monitoring program on a weekly basis and cross reference with the requirements set forth under State and local laws.

Based upon the representations and understanding of each party, CITY and INDEPENDENT CONTRACTOR agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Contract.
2. The parties agree it is INDEPENDENT CONTRACTOR'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. INDEPENDENT CONTRACTOR shall provide their own office space, equipment, and materials to meet the requirements of this Contract.
4. CITY shall supply an external hard drive for the purpose of storing and transferring data for this Contract. INDEPENDENT CONTRACTOR shall maintain and return to the CITY all digital work relating to this Contract by or before December 31, 2023.
5. Upon completion of the project, INDEPENDENT CONTRACTOR shall provide CITY with digital files in electronic format for work completed.
6. CITY shall pay INDEPENDENT CONTRACTOR \$35.00 dollars per hour for the professional services outlined in the Contract, for a total not to exceed Five Thousand \$5,000.00/100 dollars or 140 hours of work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. INDEPENDENT CONTRACTOR shall provide written invoices on a least a monthly basis detailing the work performed under this Contract.
8. In the event INDEPENDENT CONTRACTOR does not complete the contracted professional services by December 31, 2023, CITY shall pay INDEPENDENT CONTRACTOR for work fully completed up to December 31, 2023.
9. INDEPENDENT CONTRACTOR may not subcontract any portion of this contract or any portion of the work.
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties.
11. CITY shall maintain exclusive right of all work generated through this Contract shall be treated as confidential and belong to the CITY. Any associated documents pertaining to this Contract shall also belong to the CITY.
12. Either party may terminate this Contract upon providing the other party with thirty (30) days notice in writing and served upon the other

party via certified mail; however, within one (1) week of such notice, INDEPENDENT CONTRACTOR shall provide to CITY all original documents produced at that time.

13. INDEPENDENT CONTRACTOR is an independent contractor, and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR does not have authority to hire any person on behalf of CITY.

14. INDEPENDENT CONTRACTOR shall indemnify, defend, and hold harmless CITY, its employees, and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of INDEPENDENT CONTRACTOR as set forth in this Contract.

15. This Contract and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the State of South Dakota.

16. This Contract constitutes the entire Contract of the parties on its subject. There are no other terms, conditions, or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2023.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2023.

Cindy Schneringer, Independent Contractor

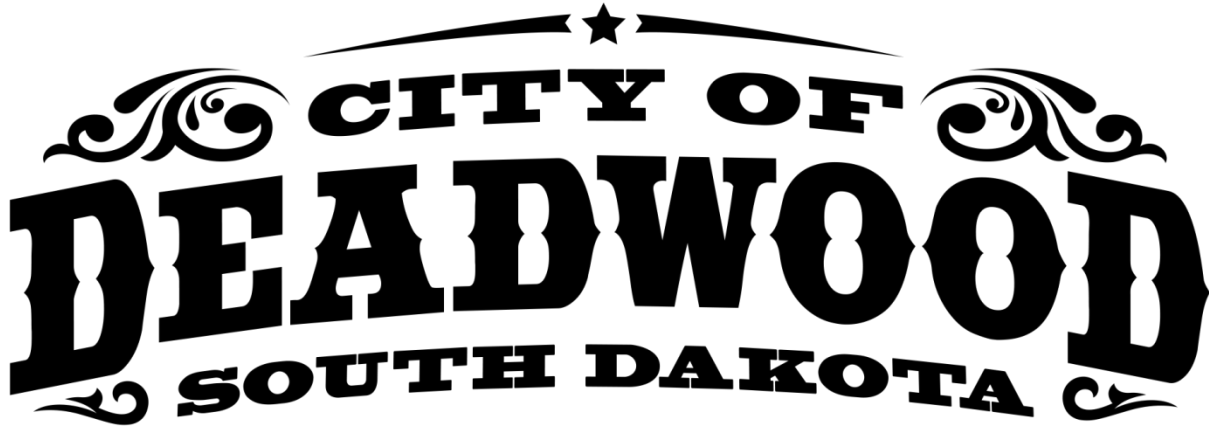
State of South Dakota)
) SS
County of Lawrence)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared Cindy Schneringer, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____



City of Deadwood Special Event Permit Application and Facility Use Agreement for Winter's Fat Classic 2024

Instructions:

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

EVENT INFORMATION

Type of Event:

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

☐ Street Fair ☐ Triathlon ☐ Other

Event Title: WINTER'S FAT CLASSIC

Event Date(s): FEB 3, 2024
(month, day, year)

Total Anticipated Attendance: 150

(# of ***Participants*** 120 # of ***Spectators*** 50)

Actual Event Hours: (from): 1630 AM / PM (to): 2000 AM / PM

Location / Staging Area: Deadwood Visitor's Center and Deadwood Mickelson Trailhead (end of race)

Set up/assembly/construction Date: 02/03/24 Start Time: 1600 AM / PM

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

Dismantle Date: 02/03/24 Completion time: 2030 AM / PM

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

Deadwood Main Street on 02/03/24 from 1630 to 1745 or until all riders have reached the trailhead.

- 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: Winter's Fat Classic, LLC

Chief Officer of Organization (NAME): Robert Cota

Applicant (NAME): Robert Cota Business Phone: (605) 639-1309

Address: 232 W Michigan St Spearfish SD 57783
(city) (state) (zip code)

Daytime phone: (605) 639-1309 Evening Phone: () Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Robert Cota Pager/Cell #: 605-639-1309**(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): |

A fee was paid prior to event start to participate in the race.

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:

We would like the race to begin at the Deadwood Arch by the visitor's center in Deadwood, SD at 5:00pm. We will only have bicycles and a few volunteers with vehicles within the roundabout of the parking area. From the arch, racers will have a police escort onto historic Main Street towards the Mickelson Trailhead parking lot. Riders will take Main St and then turn left onto Pine St. They will turn right onto CanAm Hwy, then right just before First Interstate Bank into the main entrance for the Mickelson Trailhead (we want to avoid going onto Water St as participants had flat tires navigating that area and were not allowed to continue the race). Riders will then ride across the parking lot to the trailhead where racing begins. They will also finish on the Mickelson Trailhead west of the Comfort Inn & Suites. There will be volunteers, racers' family and friends, and minimal vehicles at the finish line.



OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

NO **YES**
☐ ☒ Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☒ ☐ Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all streets impacted by the event.

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

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

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

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

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

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

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: RC_____

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

Acknowledge acceptance with initial: RC_____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:
The event will be listed on the Calendar of Upcoming Events in the City of Deadwood.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

☒ ☐ Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO **YES**

- ☐ ☒ Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
We will promote the race through Facebook, Instagram and through our webpage, dirtychain.co.
- ☒ ☐ Will there be any live media coverage during your event? If **YES**, please explain:
- ☐ ☒ Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Robert Cota PHONE: 605-639-1309

INSURANCE REQUIREMENTS

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

Name of Insurance Company: BankWest Insurance Agent's Name: Rick Ellerton
Business Phone: 605-642-5873 Policy Number: _____ Policy Type: _____
Address: 1140 N Main St, Suite 10 Spearfish SD 57783
(city) (state) (zip code)

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

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

LIQUOR LIABILITY INSURANCE

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

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

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

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

Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Robert or Wendy Cota Title: Event Director

_____ Date: 09/19/23
 (Signature of Applicant / Sponsoring Organization) (Signature of Professional Event Organizer or Renter of City-owned Facilities)

Prepared By:

Nies Karras & Skjoldal, P.C.

P. O. Box 759

Spearfish, SD 57783

(605) 642-2757

QUIT CLAIM DEED

The Summit @ Deadwood Stage Run, LLC, a South Dakota limited liability company, of PO Box 631, Deadwood, SD 57732, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, CONVEYS AND QUIT CLAIMS to the **City of Deadwood**, a South Dakota municipal corporation, of 102 Sherman Street, Deadwood, SD 57732, Grantee, all interest now owned or hereinafter acquired in the following described real estate in the County of Lawrence in the State of South Dakota, to-wit:

Deadwood Stage Run Park of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood, all located in the SW¼ of Section 14, the SE¼ of Section 15, the NE¼NE¼ of Section 22 and the N½NW¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, according to Plat Document No. 2023-4062,

subject to all covenants, conditions, restrictions, reservations, agreements, easements and rights-of-way of record or expressly conveyed or reserved in prior grants or deeds by operation of federal or state law.

EXEMPT FROM TRANSFER FEE PURSUANT TO SDCL 43-4-22(2)

Dated this 10 of October, 2023.

The Summit @ Deadwood Stage Run, LLC

By: William Pearson
William Pearson, Member

State of South Dakota)
)ss.
County of Lawrence)

On 10 of October, 2023, before me, the undersigned officer, personally appeared William Pearson, who acknowledged himself to be a Member of The Summit @ Deadwood Stage Run, LLC, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as an authorized Member.

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



(SEAL)
My Commission Expires: 12/11/20

Michelle Nies
Notary Public

FORM: PT 56

COURTHOUSE USE ONLY

BOOK		RATIO CARD
PAGE		

CERTIFICATE OF REAL ESTATE VALUE

SDCL 7-9-7 ARSD 64:04:01:06.01

Certificate of Real Estate Value form must be filed with any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property.

-This form is required for all deeds (warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, mineral deed and similar instruments). It is also required for a contract for deed, a memorandum of contract for deed, addenda to contract for deed, and notice of contract for deed. **NOT NEEDED FOR:** Divorce Decree, Probate Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)

-The buyer/grantee must use a mailing address. It will be used for tax notices.

-The box labeled **Owner Occupied is important!** - Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, it **must be completed by and contain the grantee signature only**. In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

APPLICANT INFORMATION *Designates required fields

The Summit @ Deadwood Stage Run, LLC, a South Dakota limited liability company 605-920-1240
 Seller(s)/Grantor(s) * Phone Number * Email

PO Box 631, Deadwood, SD 57732
 Mailing Address * City * State * Zip Code*

City of Deadwood, a South Dakota municipal corporation
 Buyer(s)/Grantee(s) * Phone Number * Email

102 Sherman Street, Deadwood, SD 57732
 Mailing Address * City * State * Zip Code*

New Mailing Address (if changed) City State Zip Code

LEGAL DESCRIPTION * (copy description from document you are recording or attach an exhibit with the legal description)

Deadwood Stage Run Park of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood, all located in the SW¼ of Section 14, the SE¼ of Section 15, the NE¼NE¼ of Section 22 and the N½NW¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, according to Plat Document No. 2023-4062

INSTRUMENT INFORMATION (document being recorded) * This section is required in full

DATE OF INSTRUMENT CONTRACT FOR DEED () QUIT CLAIM DEED (X) EXECUTOR'S DEED ()
 TYPE OF
 INSTRUMENT: WARRANTY DEED () MINERAL DEED () TRUSTEE'S DEED ()
 10/10/23 OTHER () - SPECIFY _____
 DATE

DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES (X) NO ()

- WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC YES () NO (X)
- RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO (X) YES () STATE RELATIONSHIP: _____
- WAS THIS PROPERTY SOLD BY: OWNER () AGENT ()
- ACTUAL CONSIDERATION EXCHANGED: \$ EXEMPT(2) _____
- ADJUSTED PRICE PAID FOR REAL ESTATE: \$ EXEMPT(2) _____
(actual consideration less amount paid for major items of personal property as listed below)

List any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises):

IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF SALE? YES () NO ()

- IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE?

DOWN PAYMENT: \$ _____

INTEREST RATE: _____% PAYMENT FREQUENCY: MONTHLY () YEARLY () NO. OF PAYMENTS: _____ BALLOON PAYMENT (if any): \$ _____

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO SIGN AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE (Seller, Buyer or Agent) *

TITLE

DATE *

OWNER OCCUPIED (this box to be completed by one Grantee only)

PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUPIED YES () NO () COUNTY _____

I WILL OCCUPY THIS PROPERTY ON _____
DATE

These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

PROPERTY WILL BE MY PRINCIPAL RESIDENCE ON THE ABOVE STATED DATE YES () NO ()

I OWN ANY ANOTHER RESIDENTIAL PROPERTY IN THE UNITED STATES YES () NO () IF YES - _____
CITY STATE

GRANTEE SIGNATURE _____ DATE _____

DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION

GRANTEE OF PROPERTY NAME: _____

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS:

() APPROVED () DENIED () ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

REASON FOR DENIAL _____

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE _____

DATE _____

Hospital SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 2nd day of October, 2023, by and between the Monument Health Lead Deadwood Hospital, hereinafter referred to as **HOSPITAL** and the City of Deadwood, hereinafter referred to as **CITY**.

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

1. Rent. In consideration of the sum of Five Dollars (\$5.00) per person in the water, per visit to the pool unless person has a membership, the **CITY** agrees to rent to the **HOSPITAL** for its use as provided herein.

2. Term. Availability for therapy activities commencing on November 1, 2023, and ending on October 31, 2028.

3. Termination. Such term may be terminated by either party upon thirty (30) days written notice with or without cause.

4. Payment. **HOSPITAL** agrees to pay said sum upon arrival and before entering the pool.

5. Amendment. No amendments to this agreement are valid unless in writing and signed by both parties.

6. Condition of Pool. **CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason. Area to be used at any given time shall be at the discretion of **CITY** staff, depending on the needs of the pool facility, to include size of area, location of area and exclusivity of use of area.

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

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

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

10. Additional Compensation. **HOSPITAL** agrees to compensate **CITY** at a rate of Twenty-five and No/100ths Dollars (\$25.00) per staff hour for any additional services requested in writing by **HOSPITAL** in connection with the use of the pool facilities.

11. Assignment. The terms, conditions, and covenants contained in this agreement and any amendments hereto shall bind and inure to the benefit of **CITY** and **HOSPITAL** and their respective successors, heirs, legal representatives and assigns. No assignment of this agreement is valid unless in writing and signed by both parties.

12. Choice of Law. This agreement shall be governed by and construed under the laws of the State of South Dakota.

13. Severability. In the event that any provisions of this agreement shall be held invalid or unenforceable, no other provisions of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms herein.

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

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

CITY OF DEADWOOD

By: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

**MONUMENT HEALTH LEAD-DEADWOOD
HOSPITAL**

By: _____

FEMA/WHITEWOOD CREEK PROJECT	
Temporary Construction/Permanent/Utility Easement	
OWNER NAME	ADDRESS OR LEGAL OF EASEMENT
Tim Conrad	26 & 32 Charles
West Dakota Health Care	M&B DES. In Block 70
West Dakota Health Care	M&B Desc. On Lots 24-26 & 28 Block 70
West Dakota Health Care	Tract B of Block 71
IBEATS LLC (Taco Johns)	86 Charles
Lennard Hopper DDS	88 Charles
CZERNY Properties LLC	88 Charles
Harold Sherrilyn Yost	96 Charles
Paul Akrop/David Duchene	98 Charles
Mary Ann & Bruce Oberlander	102 Charles
Mary Ann & Bruce Oberlander	106 Charles
Glenn Lyla Gross	116 Charles
James Pontius	118 Charles
Tyler Bosch	124 Charles
Black Hills Chairlift Co	126 Charles
Rick & Barb Ensminger	130 Charles
Darin Smith	136 Charles
Shama Properties LLP	138 Charles
Rodney & Claudia Howell	148 Charles
Cara Mia LLC	152 Charles
Chana Harjinder (Comfort Inn)	225 Cliff
Tracy Island	6 Ryan Road
Shelly Swanson	19 Peck Street
Jack & Bonnie Werner	17 Peck Street
BLACK HILLS ENERGY UTILITY EASEMENTS	
City of Deadwood	Tract A Block 38, Plat 2011-02540
City of Deadwood	Fish & Hunter S/D Tract C, Plat 2013-02126
City of Deadwood	Water Street S/D Tract A, Plat 2014-05086
City of Deadwood	Lot R1-E1, Parcel 30025-09200-000-403288 SF/0.075 AC
City of Deadwood	Lot R1-E1, Parcel 30025-09200-000-40 2292 SF/0.052 AC
City of Deadwood	Lot R1-D, Plat 1989-01762
City of Deadwood	Remainder of Lot R1 & Remainder of Lot R1-B EX Lot H1, Plat 1987-00649 276 SF/0.006 AC
City of Deadwood	Remainder of Lot R1 & Remainder of Lot R1-B EX Lot H1, Plat 1987-00649 7,733 SF/0.177 AC

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

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this 11 day of APRIL, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," and Monument Health Network, Inc., f/k/a WEST DAKOTA HEALTH CARE INC, hereinafter referred to as "**GRANTOR**."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 24, 26 & 28, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises:

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

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

461

EXHIBIT 'A' TEMPORARY CONSTRUCTION EASEMENT

Lots 24, 26 & 28, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

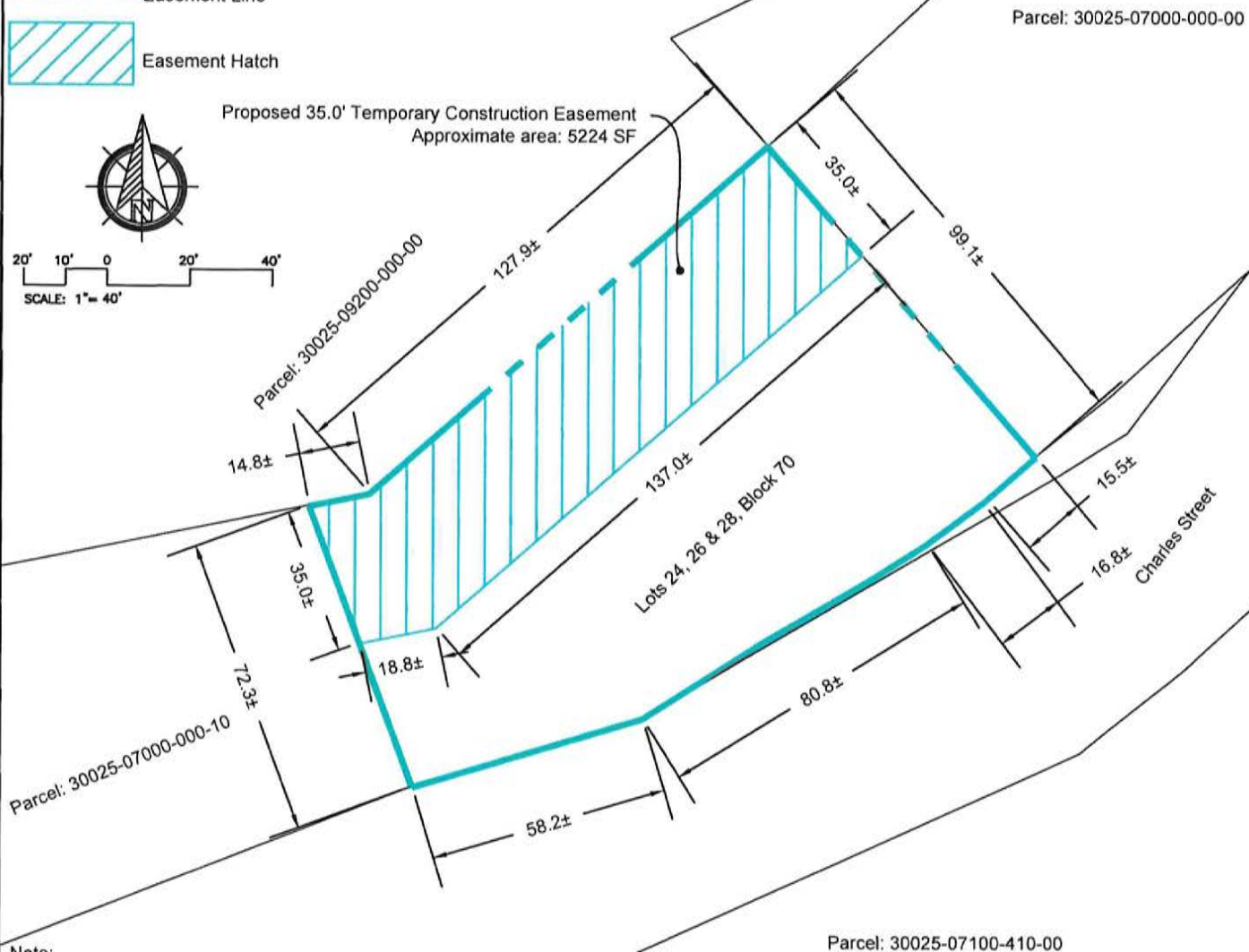
LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



20' 10' 0 20' 40'
SCALE: 1" = 40'

Proposed 35.0' Temporary Construction Easement
Approximate area: 5224 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07100-490-00

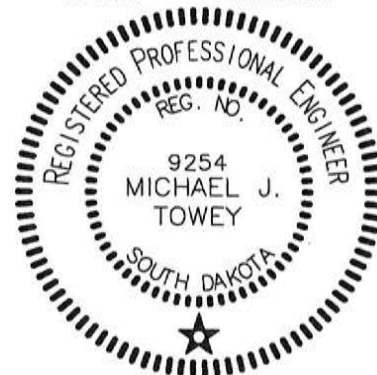
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Village Drive, Box Elder, SD 57713
605.600.3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 3rd day of August, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Monument Health Network, Inc., hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Beginning at Northeast corner of Charles Street and former Cedar Street now vacated; thence Easterly along the North line of said Charles Street 64 feet; thence Northerly at a right angle to last described course 72 feet more or less to a point 12 feet Southerly, radially distant, from the center line of The Burlington Northern Railroad Tract Number 7; thence Westerly along a line parallel with said tract Number 7, 139 feet more or less to the East line of Lot 6, Block 2, Cleveland Addition to Deadwood now a part of said Block 70; thence Southerly along the said East line of Lot 6, a distance of 87 feet more or less to the said North Line of Charles Street; thence Easterly along the north line of Charles Street to the point of beginning.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises.

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

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

Monument Health Network, Inc.,

By: Paulette Davidson
President & CEO, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____ :
 COUNTY OF _____ SS.
 :

On this 3rd day of August, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came PAULETTE DAVIDSON, the PRESIDENT + CEO of Monument Health Network, Inc., and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

(SEAL)



Notary Public Antoinette Davila
 My Commission Expires: 6.30.2028

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

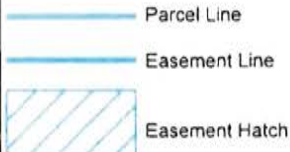
Jessica McKeown
Finance Officer

EXHIBIT 'A'

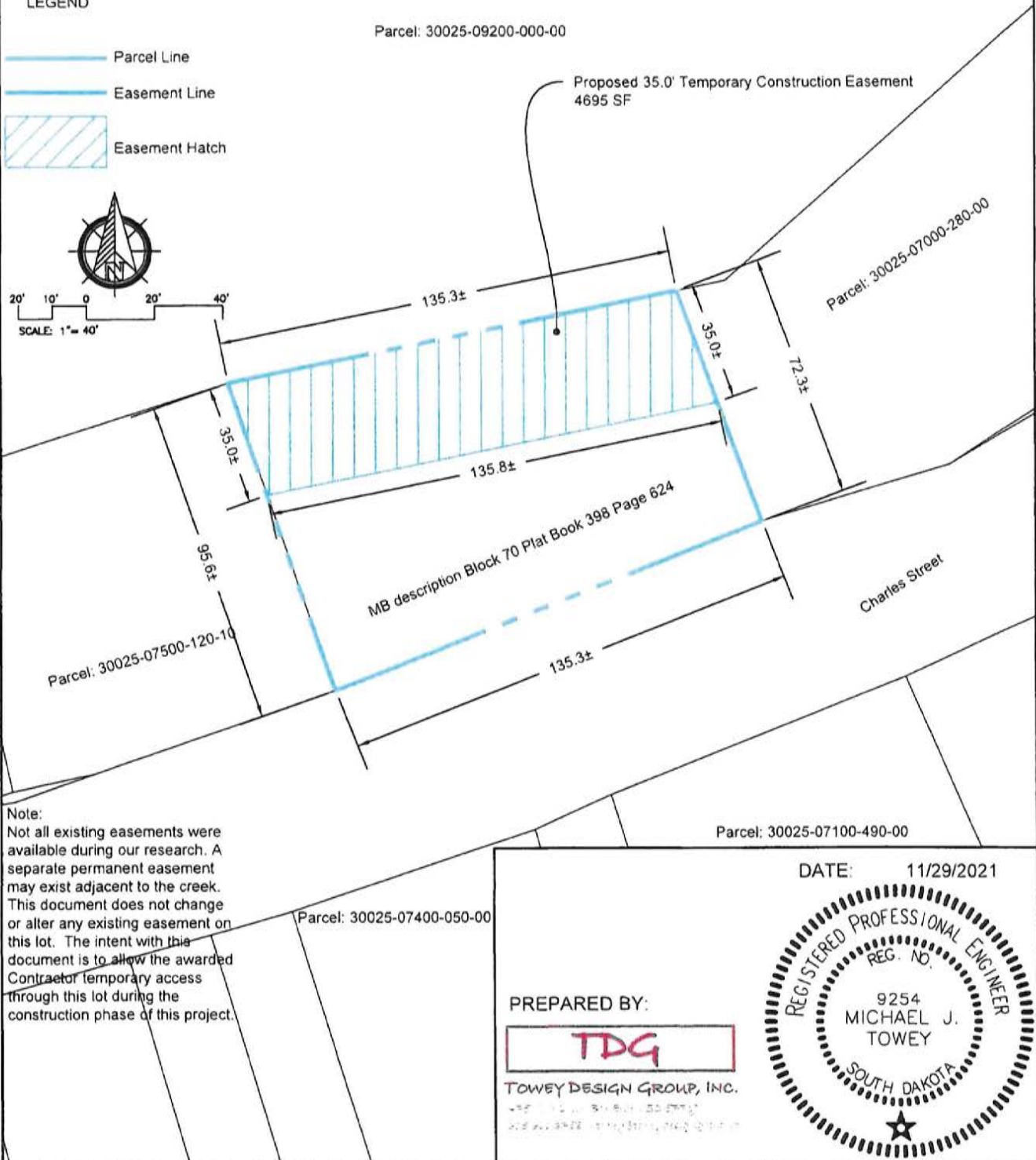
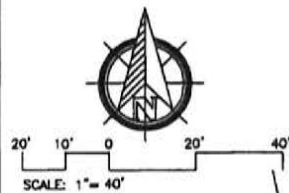
TEMPORARY CONSTRUCTION EASEMENT

Beginning at Northeast corner of Charles Street and former Cedar Street now vacated; thence Easterly along the North line of said Charles Street 64 feet; thence Northerly at a right angle to last described course 72 feet more or less to a point 12 feet Southerly, radially distant, from the center line of The Burlington Northern Railroad Tract Number 7, 139 feet more or less to the East line of Lot 6, Block 2, Cleveland Addition to Deadwood now a part of said Block 70; thence Southerly along the said East line of Lot 6, a distance of 87 feet more or less to the said North Line of Charles Street; thence Easterly along the north line of Charles Street to the point of beginning.

LEGEND



Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
4695 SF

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

PREPARED BY:

TOWEY DESIGN GROUP, INC.

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," and TIMOTHY J. CONRAD, hereinafter referred to as "**GRANTOR**."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot RC, Block 70, City of Deadwood being a portion of "Lot R1" City of Deadwood railroad property and a portion of Lot I-1, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

TIMOTHY J. CONRAD

By:



TIMOTHY J. CONRAD, Grantor

ACKNOWLEDGEMENT

STATE OF South Dakota

:
SS.

COUNTY OF Lawrence

:

On this 11th day of April, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came TIMOTHY J. CONRAD and acknowledged the said instrument to be his free and voluntary act and deed.

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

(SEAL)



Notary Public



My Commission Expires:

**MY TERM EXPIRES
FEBRUARY 28, 2027**

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST




Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot RC, Block 70, City of Deadwood being a portion of "Lot R1" City of Deadwood railroad property and a portion of Lot I-1, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

LEGEND

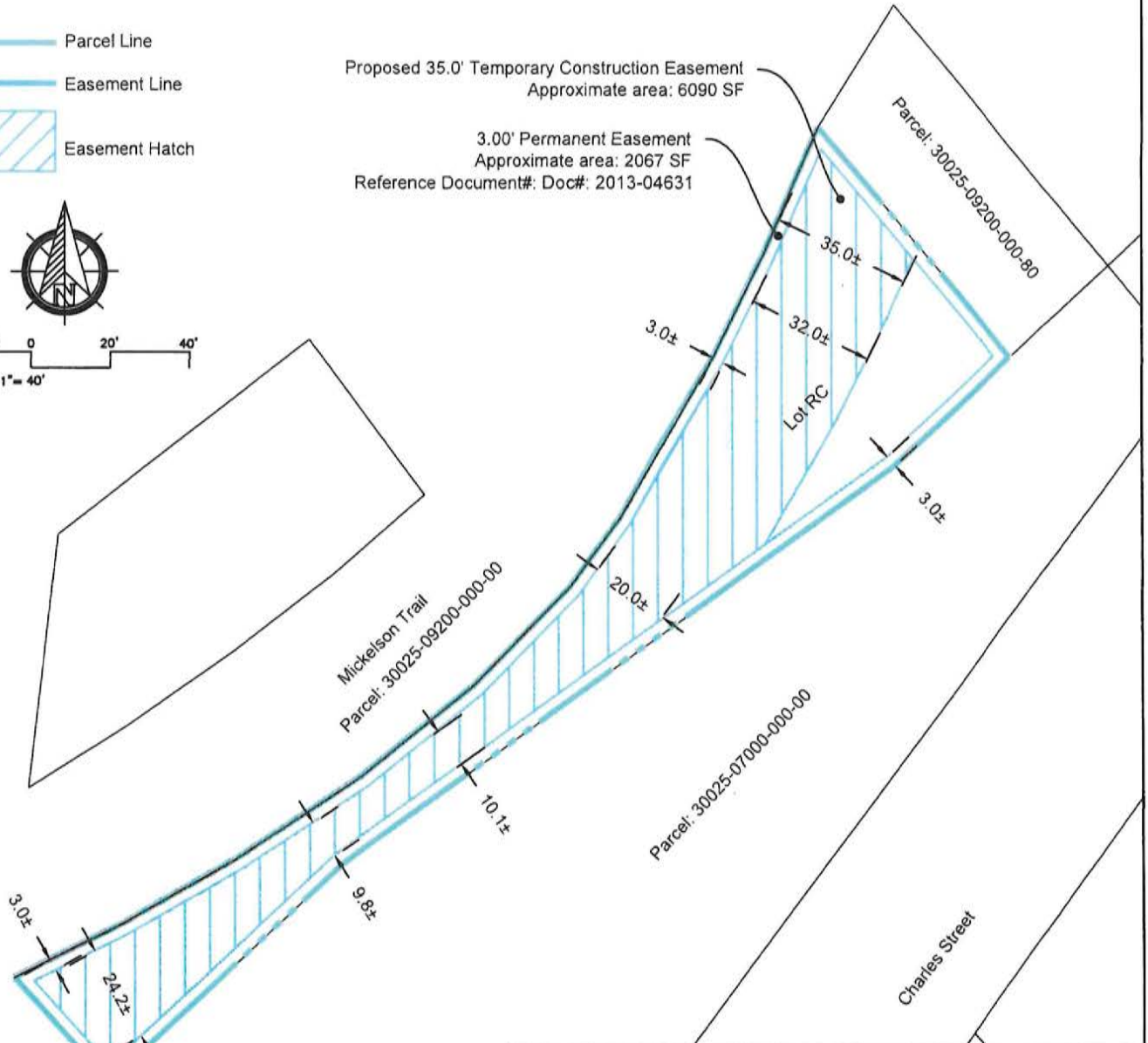
-  Parcel Line
-  Easement Line
-  Easement Hatch



20' 10' 0 20' 40'
SCALE: 1" = 40'

Proposed 35.0' Temporary Construction Easement
Approximate area: 6090 SF

3.00' Permanent Easement
Approximate area: 2067 SF
Reference Document#: Doc#: 2013-04631



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

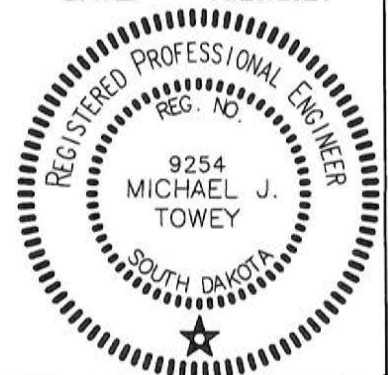
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

1000 10th Street, Suite 100, Deadwood, SD 57501
(605) 233-1111

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and TACO JOHNS OF DEADWOOD, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

South 90 Feet of Lot 6, 8, 10 and 12, inclusive, Block 75, Original Townsite,
 City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in
 the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

TACO JOHNS OF DEADWOOD

By: Lori Collins
_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF SD :
COUNTY OF meade :
SS.

On this 4 day of January, 2027, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Lori Collins the owner of TACO JOHNS OF DEADWOOD and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

(SEAL)



Notary Public Brooke Pickett

My Commission Expires: 4/09/2027

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

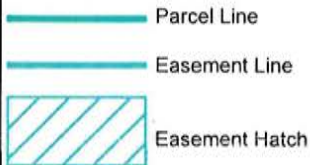
ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

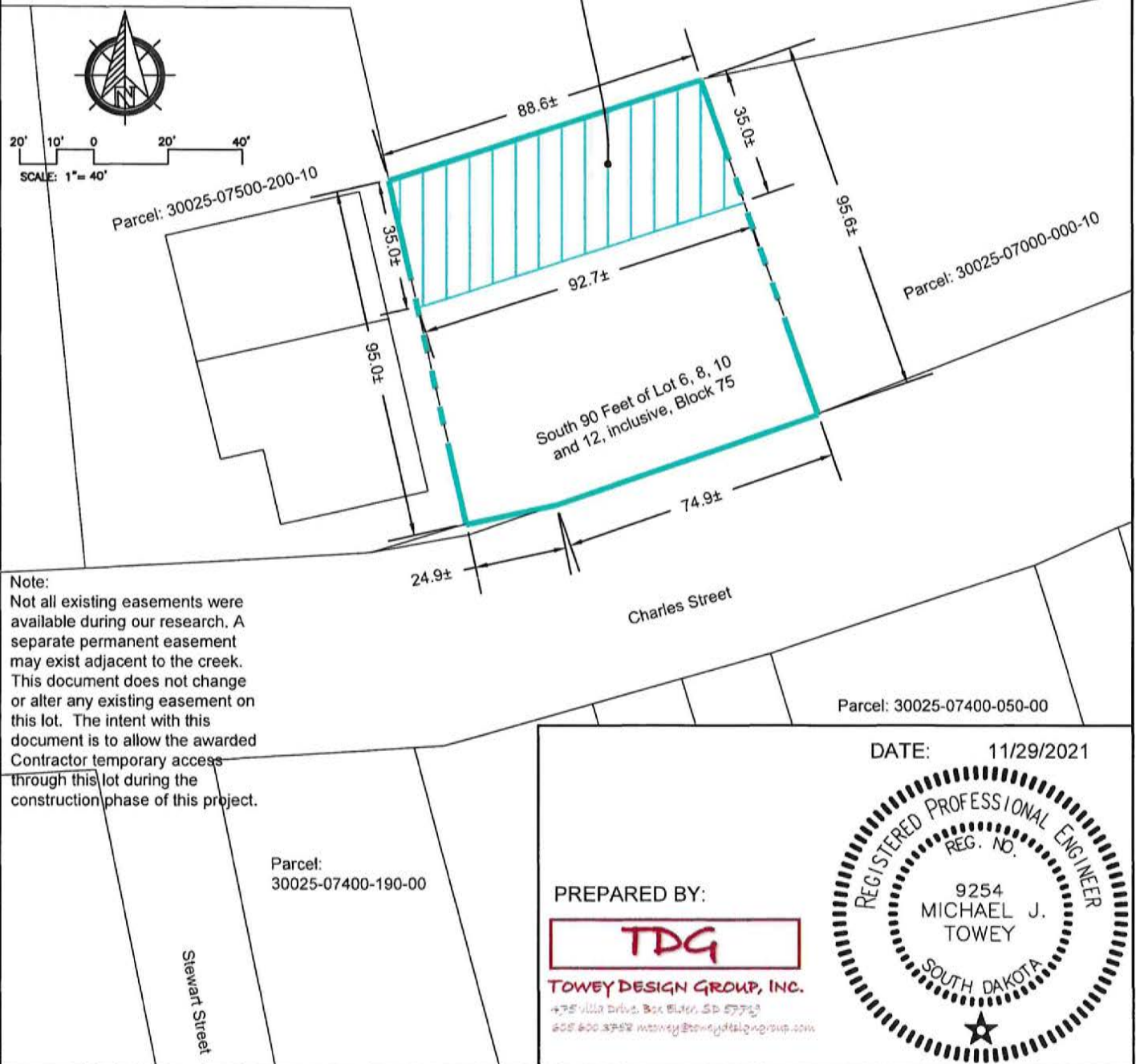
South 90 Feet of Lot 6, 8, 10 and 12, inclusive, Block 75, Original Townsite, City of Deadwood, Lawrence County, South Dakota

LEGEND



Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
Approximate area: 3173 SF



PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 5126, SD 57723
605.600.3752 mtowey@towedesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ^{19th}~~15th~~ day of ^{April}~~January~~ 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and DR. LENNARD HOPPER, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

DR. LENNARD HOPPER

By: 

DR. LENNARD HOPPER, Grantor

ACKNOWLEDGEMENT

STATE OF

:
SS.

COUNTY OF

On this 19th day of April, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came DR. LENNARD HOPPER and acknowledged the said instrument to be his free and voluntary act and deed.

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

(SEAL)



Notary Public 

My Commission Expires: 4-30-2025

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

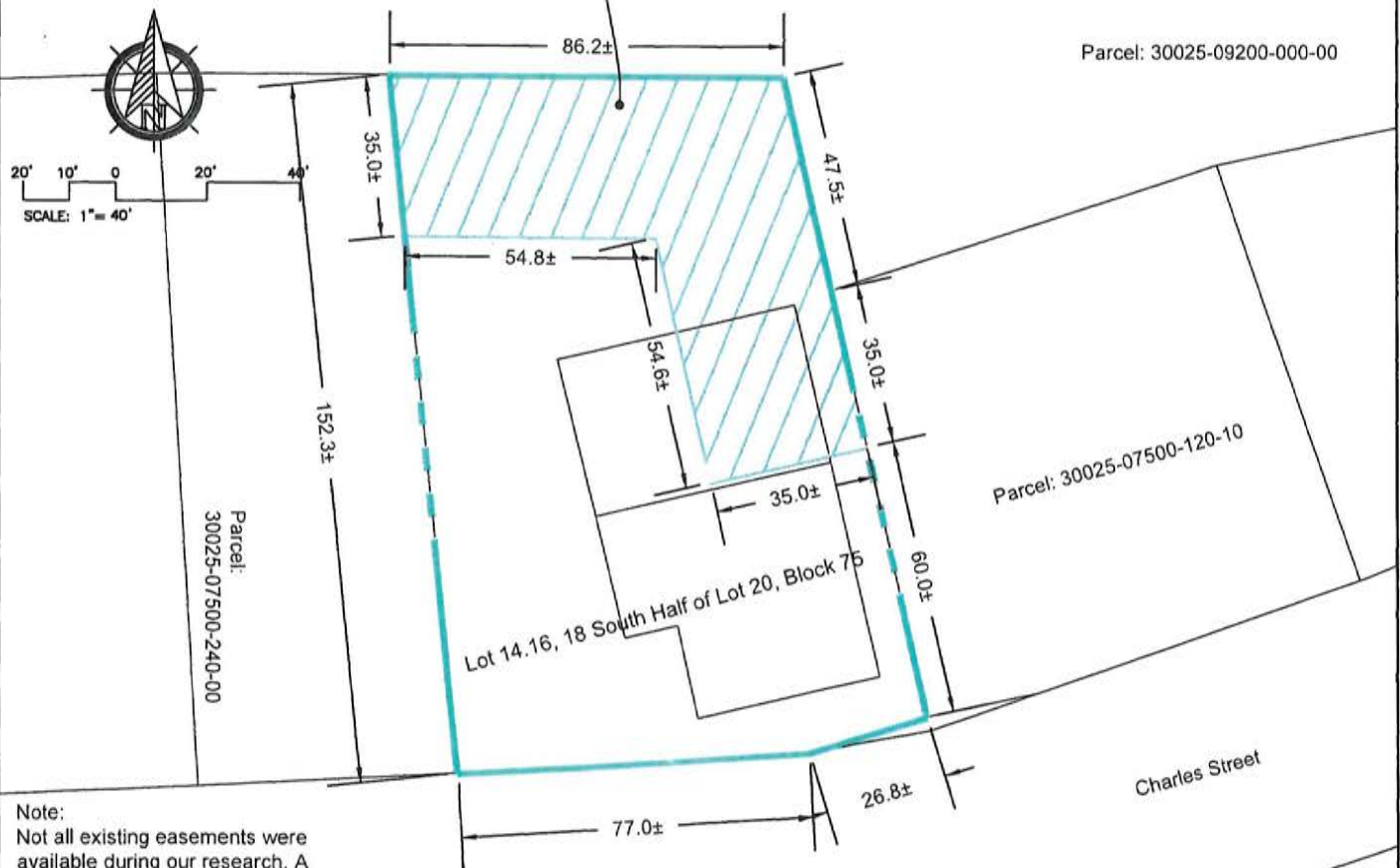
Jessica McKeown
Finance Officer

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07400-270-00

Stewart Street

PREPARED BY:

TDG
TOWEY DESIGN GROUP, INC.

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and CZERNY PROPERTIES, LLC, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

CZERNY PROPERTIES LLC

By: _____

_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____

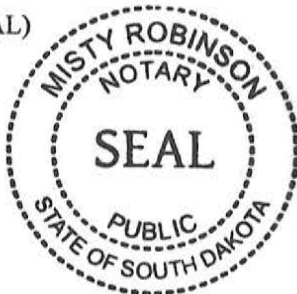
:
SS.
:

COUNTY OF _____

On this 21st day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came David Czerny, the _____ of CZERNY PROPERTIES LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

(SEAL)



Notary Public _____

My Commission Expires: My Commission Expires
June 24, 2028

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

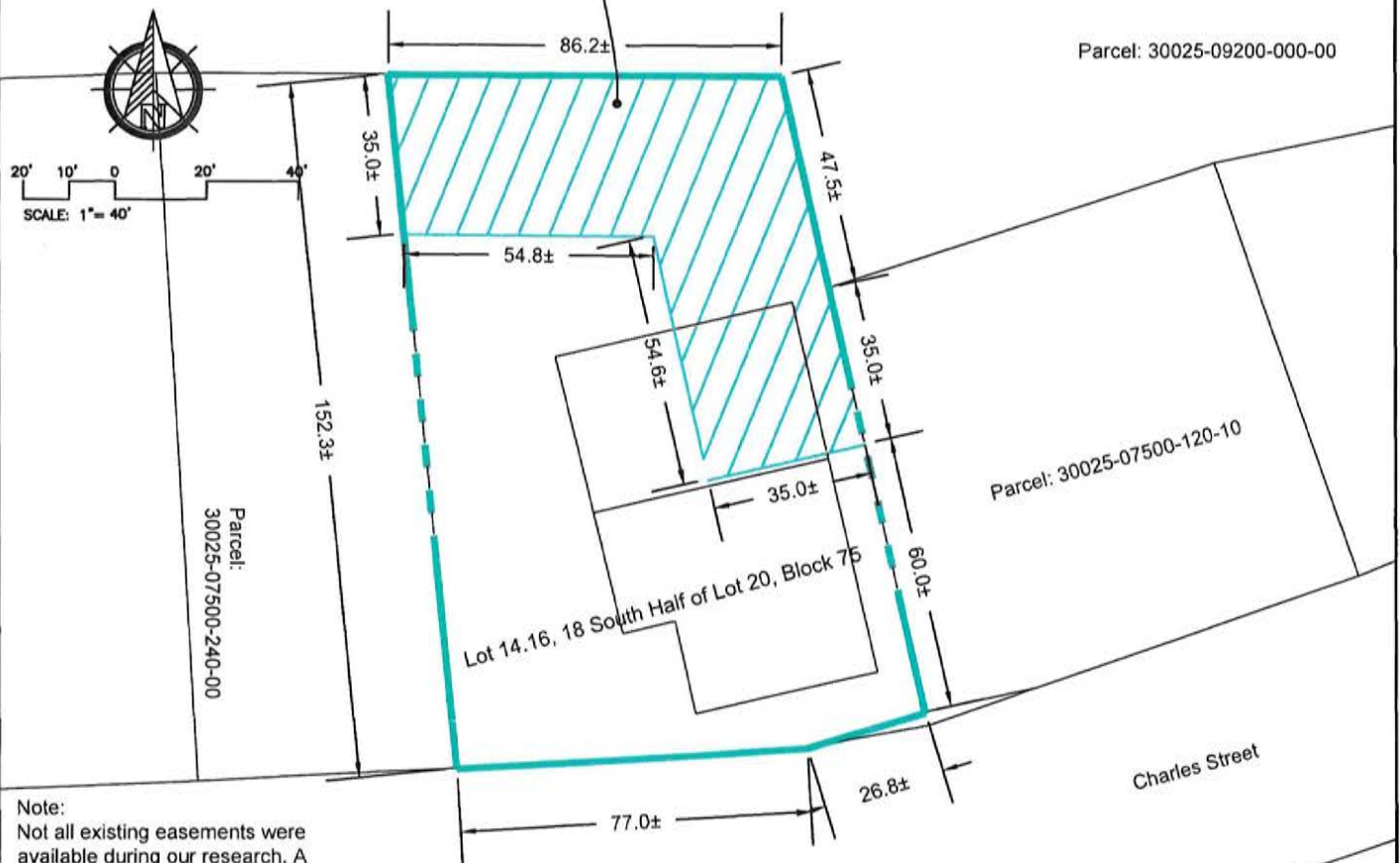
Jessica McKeown
Finance Officer

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

DATE: 11/29/2021

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box Elder, SD 57713
605.600.3752 mtowey@toweydesigngroup.com



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and HAROLD & SHERRILYN YOST, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

The South one-half of Lot 20, and all of Lots 22 and 24, all in Block 75, according to Rogers Official Map of the city of Deadwood and home located thereon, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

HAROLD & SHERRILYNN YOST

By: Harold A. Yost
HAROLD YOST, Grantor

By: Sherrilyn Yost
SHERRILYNN YOST, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 12 day of OCTOBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came HAROLD & SHERRILYNN YOST and acknowledged the said instrument to be their free and voluntary act and deed.



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

Notary Public [Signature]

My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

496

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

The South one-half of Lot 20, and all of Lots 22 and 24, all in Block 75, according to Rogers Official Map of the city of Deadwood and home located thereon, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
Approximate area: 1788 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07400-310-00

Parcel:
30025-07400-270-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 818, SD 57713
605.600.3752 mj@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN OBERLANDER & DAVID D. AKROP, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot B, Block 75 Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

MARY ANN OBERLANDER & DAVID D. AKROP

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: David D. Akrop
DAVID D. AKROP, Grantor

ACKNOWLEDGEMENT

STATE OF South Dakota:
COUNTY OF Lawrence SS.

On this 24 day of OCTOBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN OBERLANDER & DAVID D. AKROP and acknowledged the said instrument to be their free and voluntary act and deed.

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



Notary Public

My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

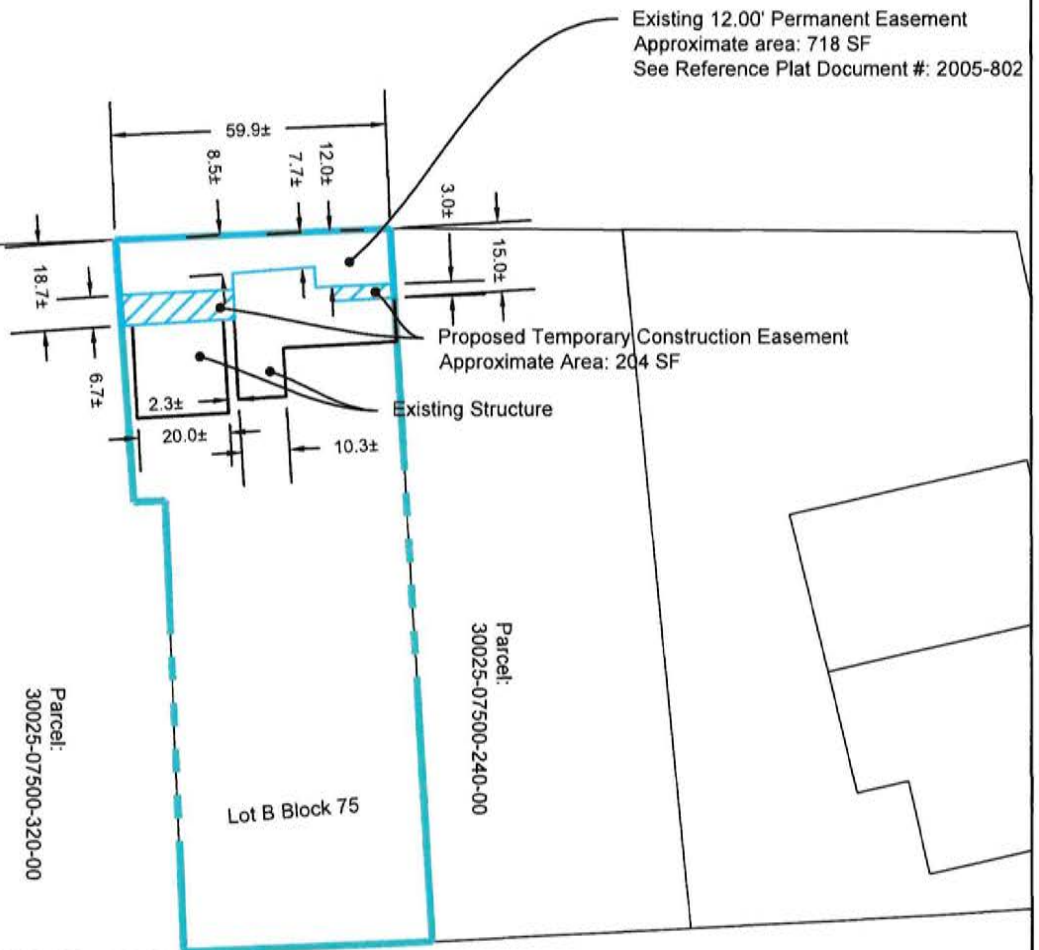
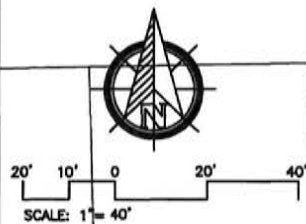
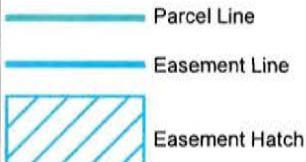
EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot B, Block 75

Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M.,
Original Townsite, City of Deadwood, Lawrence County, South Dakota

LEGEND



Charles Street

Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07400-390-00

Parcel:
30025-07400-310-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

4750 Village Drive, Box 508, SD 57749
605.600.3752 toweydesigngroupinc.com

DATE: 11/29/2022



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN & BRUCE OBERLANDER, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot A, Block 75 Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

MARY ANN & BRUCE OBERLANDER

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: Bruce Oberlander
BRUCE OBERLANDER, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 13 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN & BRUCE OBERLANDER and acknowledged the said instrument to be their free and voluntary act and deed.

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



Notary Public Heather Sargent (deputy auditor)
My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer




4102

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot A, Block 75
Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M.,
Original Townsite, City of Deadwood, Lawrence County, South Dakota

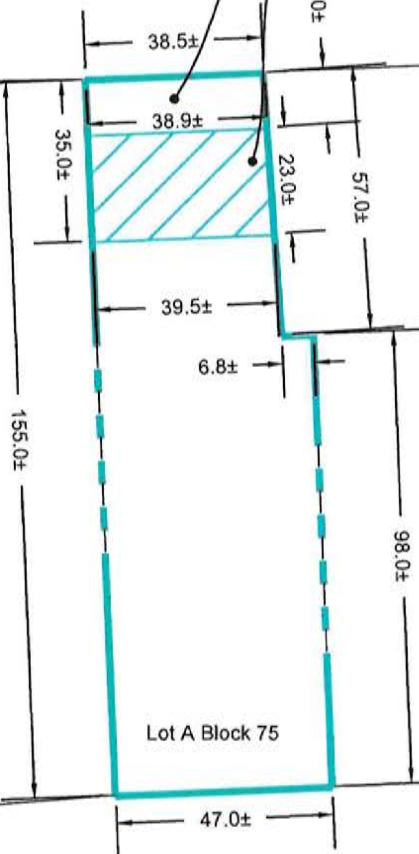
LEGEND

-  Parcel Line
-  Easement Line
-  Easement Hatch



20' 10' 0 20' 40'
SCALE: 1" = 40'

Existing 12.00' Permanent Easement
Approximate area: 464 SF
Reference Plat Document #: 2005-802
Proposed 35.0' Temporary Construction Easement
897 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Charles Street

DATE: 11/29/2021

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475VILLE DRIVE Box 8110, SD 57513
605.600.3755 towey@toweydesigngroup.com



Parcel:
30025-07400-390-00

Parcel:
30025-07400-310-00

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN & BRUCE OBERLANDER, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Thirty-four (34) and Thirty-six (36), Block Seventy-five (75) of the City of Deadwood according to the P.L. Rogers map of said city; also known as 106 Charles Street in the said City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

MARY ANN & BRUCE OBERLANDER

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: Bruce Oberlander
BRUCE OBERLANDER, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 13 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN & BRUCE OBERLANDER and acknowledged the said instrument to be their free and voluntary act and deed.

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



Notary Public Heidi Sargent Deputy Auditor
My Commission Expires: MARCH 5, 2023

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Thirty-four (34) and Thirty-six (36), Block Seventy-five (75) of the City of Deadwood according to the P.L. Rogers map of said city; also known as 106 Charles Street in the said City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

Proposed 35.0' Temporary Construction Easement
Approximate area: 1676 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box Elder, SD 57713
605.600.3752 towey@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and GLENN & LYLA GROSS, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction and find a suitable temporary storage area for grantor RV during the construction period. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 42 and East 15' of Lot 44, Block 75, fronting on Charles Street, extending the full length of both lots, all in the City of Deadwood, according to P.L. Rogers Official Map of said City, subject to easements and reservations of record, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

GLENN & LYLA GROSS

By: [Signature]
GLENN GROSS, Grantor

By: [Signature]
LYLA GROSS, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 1 day of March 2023, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came GLENN & LYLA GROSS and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence County, in said county and state, the date



Notary Public [Signature]

My Commission Expires:

**MY TERM EXPIRES
MARCH 5, 2023**

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

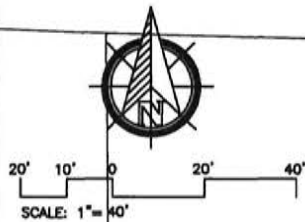
Jessica McKeown
Finance Officer

EXHIBIT 'A'

Lot 42 and East 15' of Lot 44, Block 75, fronting on Charles Street, extending the full length of both lots, all in the City of Deadwood, according to P.L. Rogers Official Map of said City, subject to easements and reservations of record, Lawrence County, South Dakota

LEGEND

Parcel Line
Easement Line
Easement Hatch



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Existing Permanent Easement
Approximate area: 548 SF
Reference Document #: 2001-3509

Proposed 35.0' Temporary Construction Easement
696 SF

Corell Street

30025-07500-460-00

Lot 42 & East 15'
of Lot 44, Block
75

Parcel:
30025-07500-400-00

Charles Street

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 (117 2nd St. Box 1140, St. Paul, MN 55101)
601.600.3752 Fax: 601.600.3753

DATE: 11/29/2021



Parcel:
30025-07700-190-00

Parcel:
30025-07400-310-00

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and JAMES R. PONTIUS, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot Forty-six (46) and the Westerly 10 feet of Lot No. Forty-four (44) in Block No. Seventy-five (75) of the City of Deadwood according to the P.L. Rogers Map, of said city, together with all appurtenances and hereditaments thereunto belonging, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

JAMES R. PONTIUS

By: 

JAMES R. PONTIUS, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 7 day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came JAMES R. PONTIUS and acknowledged the said instrument to be his free and voluntary act and deed.

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

(SEAL)



Notary Public 

My Commission Expires: 03/05/23

**MY TERM EXPIRES
MARCH 5, 2023**

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

Lot Forty-six (46) and the Westerly 10 feet of Lot No. Forty-four (44) in Block No. Seventy-five (75) of the City of Deadwood according to the P.L. Rogers Map, of said city, together with all appurtenances and hereditaments therunto belonging, Lawrence County, South Dakota

102

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and TYLER BOSCH, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot Two in Block Seventy-six of the City of Deadwood, according to the official map of said city, EXCEPT a strip of land ten feet in width off the rear and northwesterly end of said lot and lying immediately to the south of and adjoining Whitewood Creek, said strip being reserved as a public driveway or alley, Lawrence County, South Dakota.

AND

Lot 4 of Block 76 of the City of Deadwood, according to the P.L. Rogers map, together with all improvements thereon and appurtenances thereunto belonging, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

TYLER BOSCH

By: 

TYLER BOSCH, Grantor

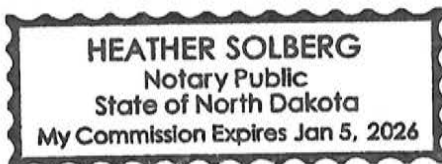
ACKNOWLEDGEMENT

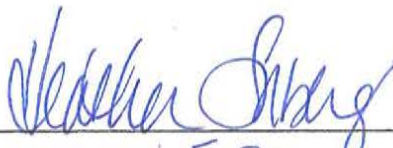
STATE OF North Dakota :
COUNTY OF Burleigh :
SS.

On this 17th day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came TYLER BOSCH and acknowledged the said instrument to be his 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: 1-5-26

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

#124

EXHIBIT 'A'

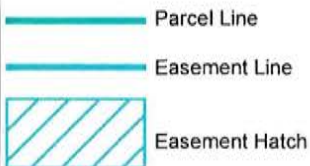
TEMPORARY CONSTRUCTION EASEMENT

Lot Two in Block Seventy-six of the City of Deadwood, according to the official map of said city, EXCEPT a strip of land ten feet in width off the rear and northwesterly end of said lot and lying immediately to the south of and adjoining Whitewood Creek, said strip being reserved as a public driveway or alley, Lawrence County, South Dakota.

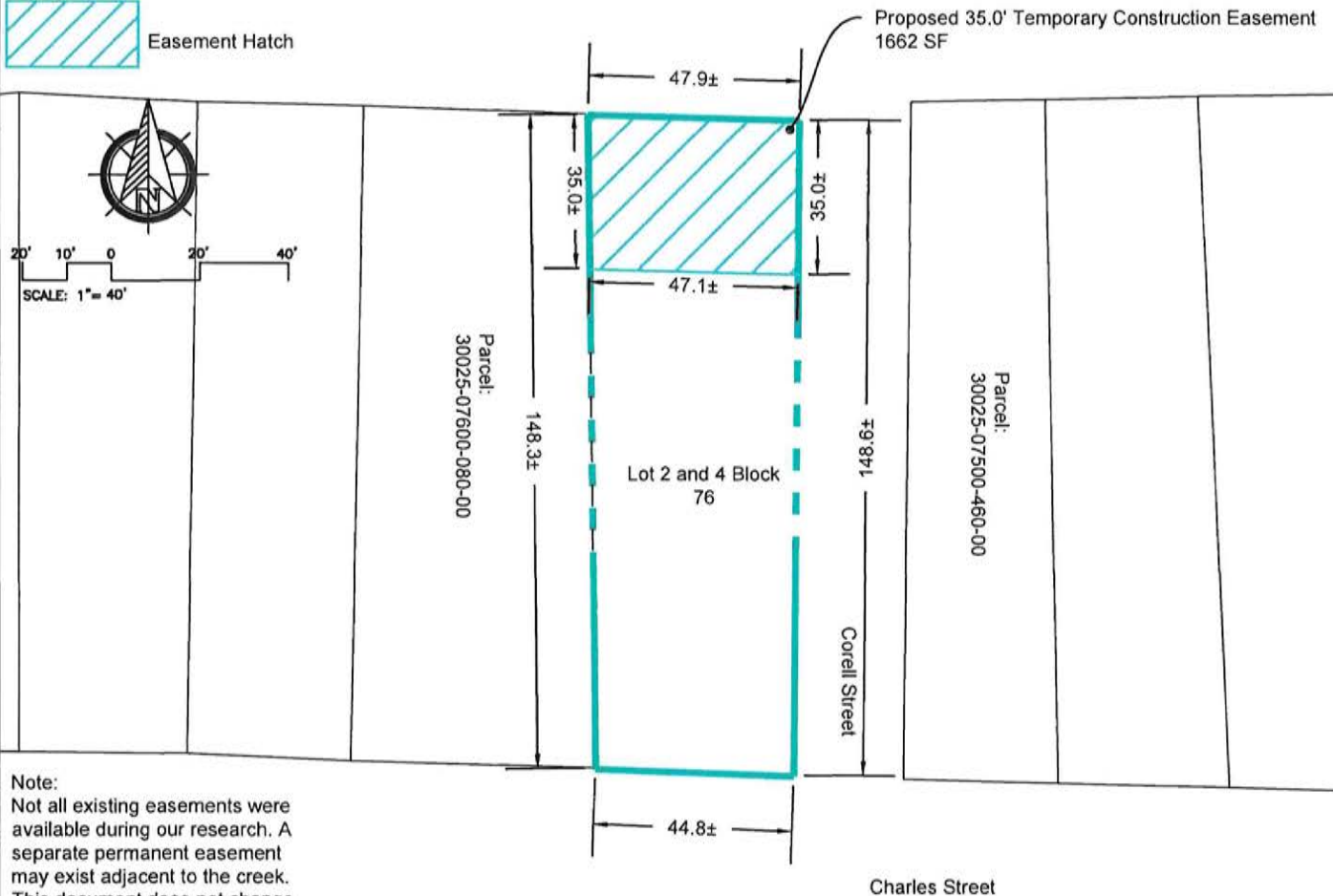
AND

Lot 4 of Block 76 of the City of Deadwood, according to the P.L. Rogers map, together with all improvements thereon and appurtenances thereunto belonging, Lawrence County, South Dakota.

LEGEND



Parcel: 30900-00107-000-52



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

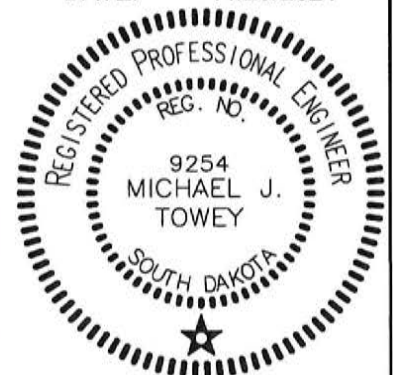
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 6100, SD 57743
605.600.3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and BLACK HILLS CHAIRLIFT CO., hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Six (6) and Eight (8) in Block Seventy-six (76) Original Town, City of Deadwood, according to P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

BLACK HILLS CHAIRLIFT CO.

By: William Ford

_____, Grantor

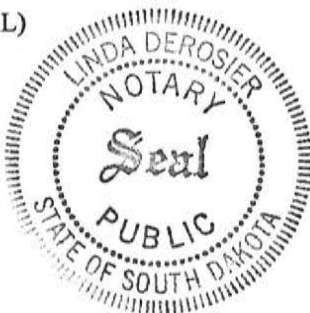
ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
SS.
COUNTY OF Lawrence :

On this 1 day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came William London, the President of BLACK HILLS CHAIRLIFT CO. and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

(SEAL)



Notary Public Linda DeRosier

My Commission Expires: 11-2-22

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

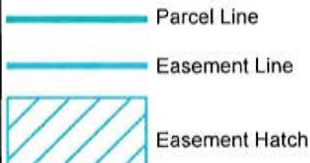
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Six (6) and Eight (8) in Block Seventy-six (76) Original Town, City of Deadwood, according to P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota

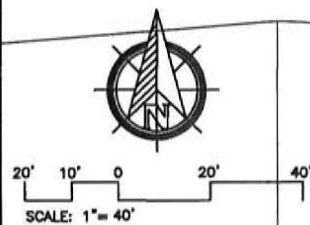
LEGEND



Parcel: 30900-00107-000-52

Existing Permanent Easement
Approximate area: 798 SF
Reference Document #: 2001-3500

Proposed 35.0' Temporary Construction Easement
Approximate area: 1002 SF



Parcel:
30025-07600-120-00

Lot 6 and 8 Block
76

Parcel:
30025-07600-040-00

Correll Street

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

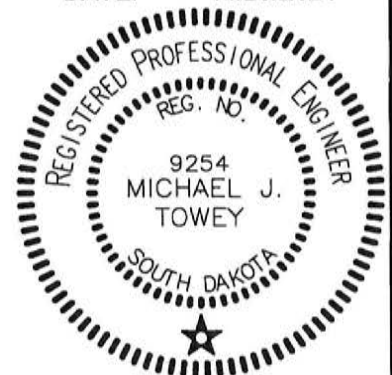
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 8140, SD 57713
605 600 3758 mtowey@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and RICK & BARBARA ENSMINGER, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 10 and the East Half of Lot 12 in Block 76, of the City of Deadwood, Lawrence County, South Dakota, according to Plat of P.L. Rogers of said city.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

RICK & BARBARA ENSMINGER

By: Rick Ensminger
RICK ENSMINGER, Grantor

By: Barbara Ensminger
BARBARA ENSMINGER, Grantor

ACKNOWLEDGEMENT

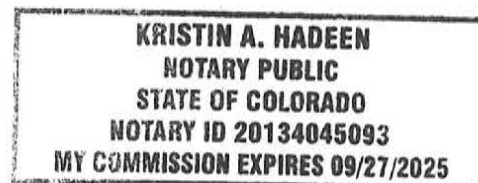
STATE OF :
COUNTY OF : SS.

On this 2nd day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came RICK & BARBARA ENSMINGER and acknowledged the said instrument to be their free and voluntary act and deed.

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

(SEAL)

Notary Public Kristin A. Hadeen
My Commission Expires: 9/27/2025



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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot 10 and the East Half of Lot 12 in Block 76, of the City of Deadwood, Lawrence County, South Dakota, according to Plat of P.L. Rogers of said city.

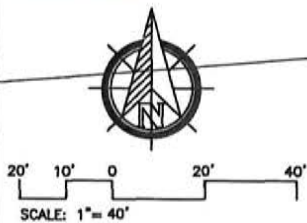
LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

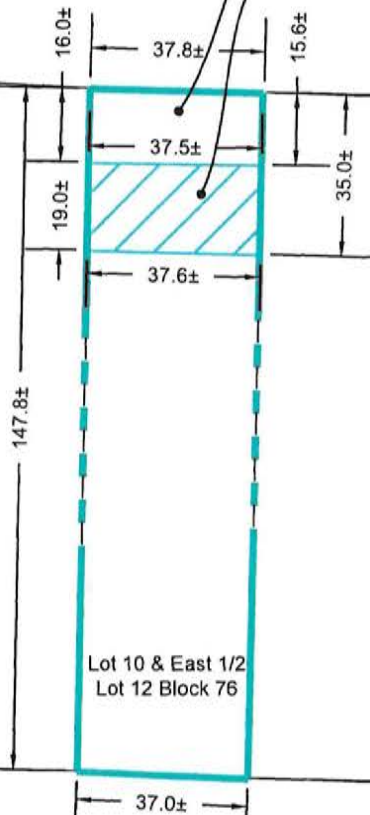
Parcel: 30900-00107-000-52

Existing Permanent Easement
Approximate area: 595 SF
Reference Document #: 2001-3505

Proposed 35.0' Temporary Construction Easement
Approximate area: 721 SF



Parcel:
30025-07600-120-00



Lot 10 & East 1/2
Lot 12 Block 76

Parcel:
30025-07600-080-00

Corell Street

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

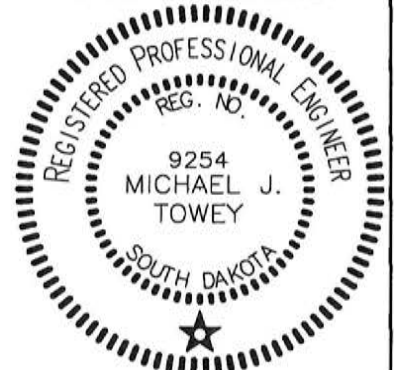
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 818, SD 57743
605.800.3758 mtd@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and DARIN SMITH, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Westerly 1/2 of Lot 12 and all of Lot 14, Block 76, Original Town of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

DARIN SMITH

By: 
DARIN SMITH, Grantor

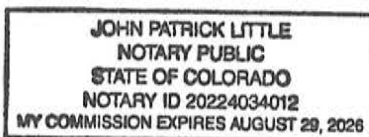
ACKNOWLEDGEMENT


STATE OF COLORADO :
COUNTY OF JEFFERSON :
SS.

On this 9 day of DECEMBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came DARIN SMITH and acknowledged the said instrument to be his free and voluntary act and deed.

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

(SEAL)



Notary Public 
My Commission Expires: 08-29-2026

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Westerly 1/2 of Lot 12 and all of Lot 14, Block 76, Original Town of Deadwood, Lawrence County, South Dakota

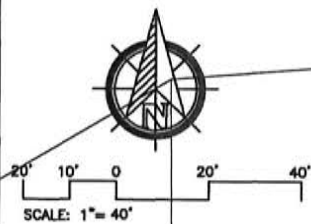
LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

Parcel: 30900-00107-000-52

Permanent Easement
Approximate Area: 653 SF
Reference Document #: 2001-3533

Proposed 35.0' Temporary Construction Easement
Approximate Area: 746 SF



Parcel:
30025-07600-200-00

Parcel:
30025-07600-120-00

W 1/2 Lot 12 and
all of Lot 14
Block 76

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 5100, SD 57743
605.600.3755 mtowey@towedesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and will begin on the day construction starts and end six (6) months after, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and SHAMA PROPERTIES, LLC, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore a certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction and supply temporary storage for paver bricks until the project has been completed. Grantee agrees to provide 4 inches of topsoil and sod in the disturbed area upon completion of this project. Grantee agrees to return property to existing conditions. See attached photos. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 16, 18, 20 and 22 in Block 76 of the City of Deadwood in Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

SHAMA PROPERTIES, LLC

By: [Signature]

Owner, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 8th day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Harry Shama, the owner of SHAMA PROPERTIES, LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

(SEAL)



Notary Public [Signature]

My Commission Expires: _____

**MY TERM EXPIRES
MARCH 5, 2023**

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

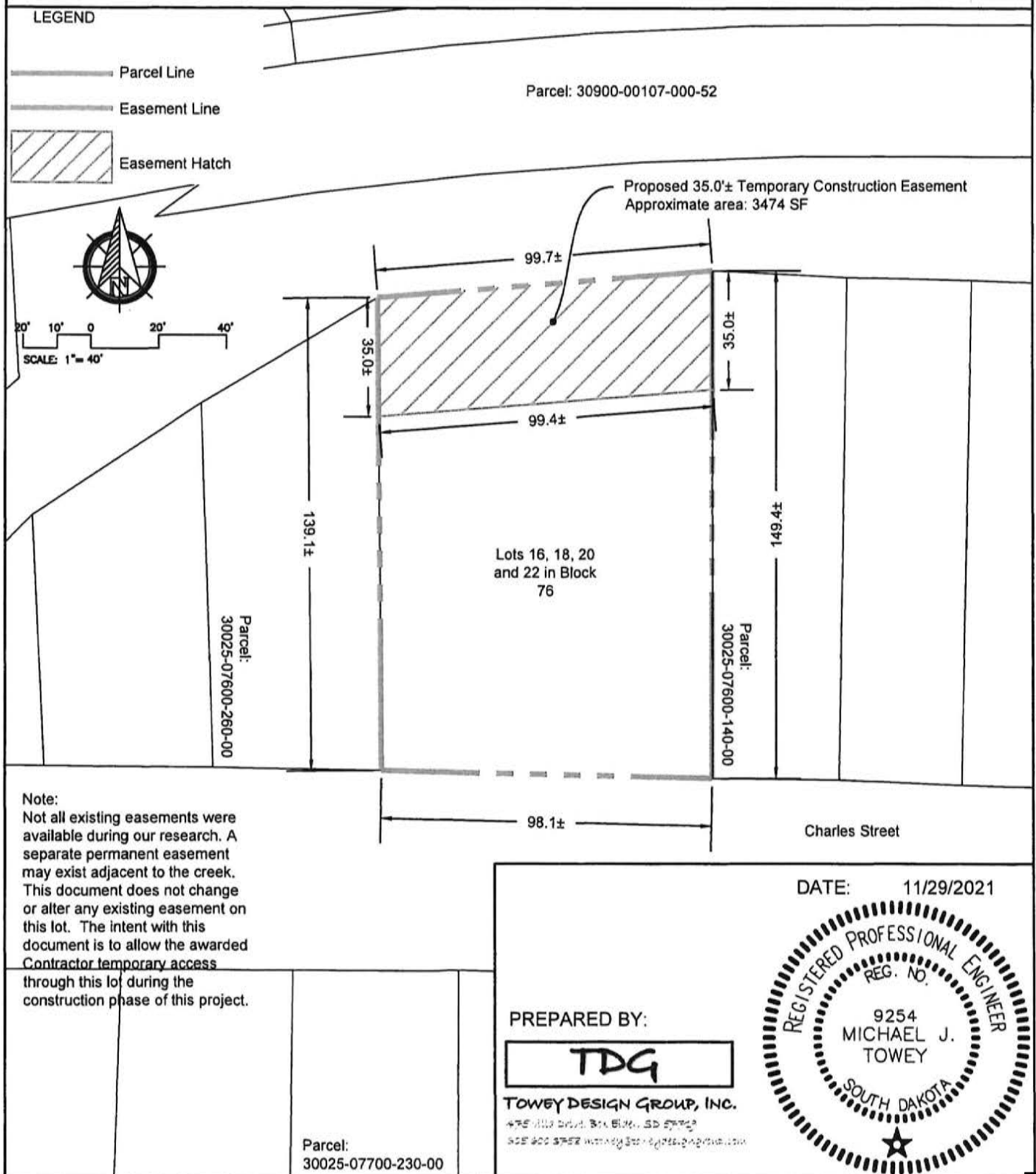
ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots 16, 18, 20 and 22 in Block 76 of the City of Deadwood in Lawrence County, South Dakota



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and LARRY & SHERYL HICKS, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Twenty-Four (24) and Twenty-Six (26) in Block Seventy-Six (76) of the City of Deadwood, according to Map of P.L. Rogers of the City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

LARRY & SHERYL HICKS

By: Larry E. Hicks
LARRY HICKS, Grantor

By: Sheryl A. Hicks
SHERYL HICKS, Grantor

ACKNOWLEDGEMENT

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 22 day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came LARRY & SHERYL HICKS and acknowledged the said instrument to be their free and voluntary act and deed.

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

(SEAL)



Notary Public Robin Lucene Depuydt

My Commission Expires: _____

**MY TERM EXPIRES
MARCH 5, 2023**

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

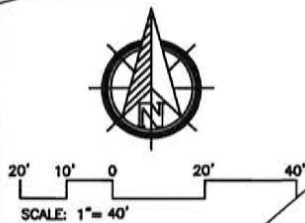
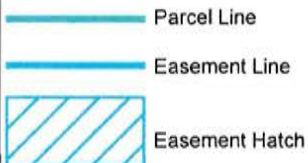
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Twenty-Four (24) and Twenty-Six (26) in Block Seventy-Six (76) of the City of Deadwood, according to Map of P.L. Rogers of the City of Deadwood, Lawrence County, South Dakota.

LEGEND



Parcel: 30900-00107-000-52

Proposed 35.00' Temporary Construction Easement
Approximate area: 1841 SF

Parcel:
30025-07600-300-00

107.3±

Lots 24 and 26
Block 76

Parcel:
30025-07600-200-00

139.1±

50.0±

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-330-00

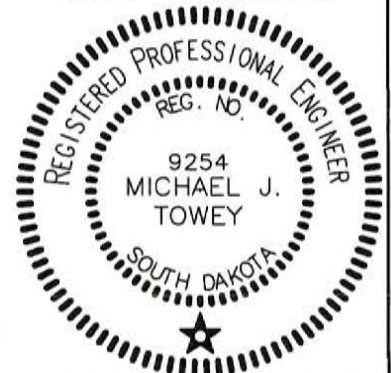
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Miller Drive, Box 5100, SD 57543
605.800.3752 info@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and RODNEY & CLAUDIA HOWELL, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Twenty-eight (28) and Thirty (30), in Block Seventy-six (76) of the City of Deadwood, Lawrence County, South Dakota, according to the map of Peter L. Rogers of said city, together with all structures and improvements thereon.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

RODNEY & CLAUDIA HOWELL

By: Rodney Howell
RODNEY HOWELL, Grantor

By: Claudia Howell
CLAUDIA HOWELL, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :

On this 14 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came RODNEY & CLAUDIA HOWELL and acknowledged the said instrument to be their free and voluntary act and deed.

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

(SEAL)

Notary Public Hebbie Sargent (deputy auditor)

My Commission Expires: _____ **MY TERM EXPIRES
MARCH 5, 2023**



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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

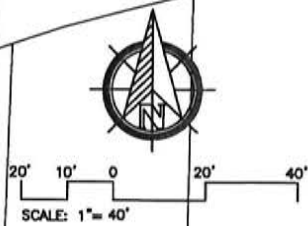
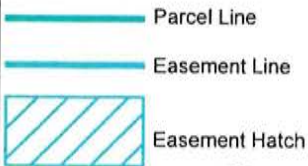
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Twenty-eight (28) and Thirty (30), in Block Seventy-six (76) of the City of Deadwood, Lawrence County, South Dakota, according to the map of Peter L. Rogers of said city, together with all structures and improvements thereon.

LEGEND



Parcel: 30900-00107-000-52

Proposed 35.0'± Temporary Construction Easement
Approximate area: 1783 SF

Parcel:
30025-07600-360-00

Lots 28 and 30
Block 76

Parcel:
30025-07600-260-00

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Charles Street

Parcel:
30025-07700-330-00

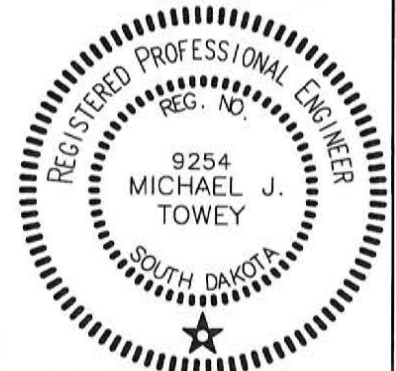
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

4750 Villa Drive, Box 5100, SD 57713
605.600.3788 mtowey@toweydesigngroup.com

DATE: 11/29/2021



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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and CARA MIA LLC, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 32 and 34 in Block 76, City of Deadwood, according to Roger's Map of the City of Deadwood, except that portion of said lots north of the stream known as Red Creek, recorded in Book 349 Page 342, Lawrence County, South Dakota

And

A Portion of Lot No. 36, in Block 76 in the City of Deadwood, described as follows: Beginning at the Southeast Corner of said Lot No. 36, thence along Charles Street South 89 degrees 05 minutes, west 24.3 feet to line of bulkhead, thence with said line North 44 degrees 57 minutes, East 33.9 feet to the East line of said Lot 36, thence with said line South 0 degrees 55 minutes East 23.6 feet to place of beginning.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety,

operation or maintenance of said retaining wall and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

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

CARA MIA LLC

By: _____

_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 20th day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Cara E. Pottey, the President of CARA MIA LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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



Notary Public Brenda McIndus

My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

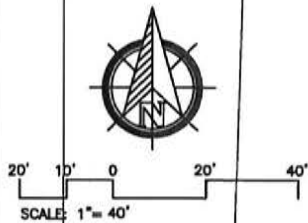
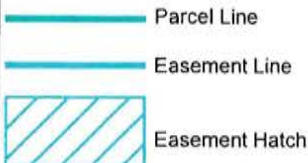
Jessica McKeown
Finance Officer

#152

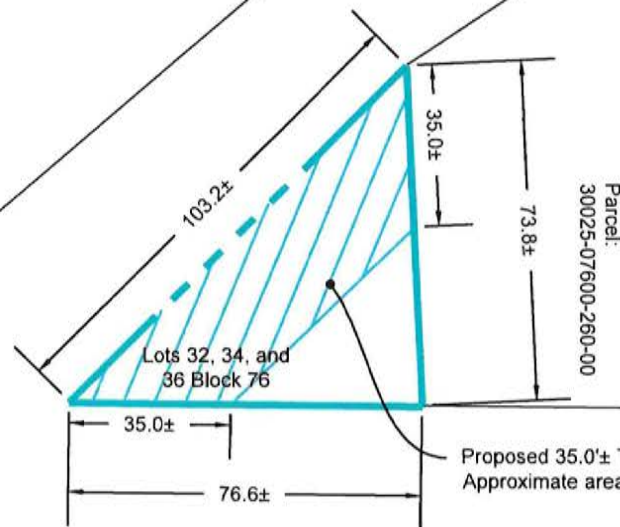
EXHIBIT 'A'**TEMPORARY CONSTRUCTION EASEMENT**

Lots 32 and 34 in Block 76, City of Deadwood, according to Roger's Map of the City of Deadwood, except that portion of said lots north of the stream known as Red Creek, recorded in Book 349 Page 342, Lawrence County, South Dakota
And

A Portion of Lot No. 36, in Block 76 in the City of Deadwood, described as follows: Beginning at the Southeast Corner of said Lot No. 36, thence along Charles Street South 89 degrees 05 minutes, west 24.3 feet to line of bulkhead, thence with said line North 44 degrees 57 minutes, East 33.9 feet to the East line of said Lot 36, thence with said line South 0 degrees 55 minutes East 23.6 feet to place of beginning.

LEGEND

Parcel:
30025-07600-380-00



Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-430-00

PREPARED BY:

TDG**TOWEY DESIGN GROUP, INC.**

475 Villa Drive, Box 512, SD 57543
605.600.3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared By:

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

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this 12th day of Oct, 2023 by and between
City of Deadwood, "GRANTOR" and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

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

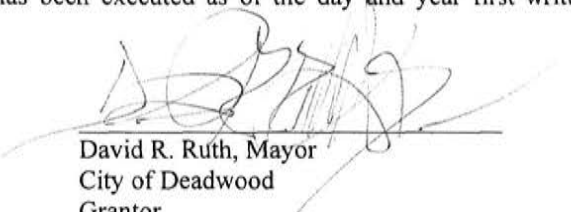
The real estate above referred to is specifically described and/or depicted as follows
: **SEE EXHIBIT "A"**

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

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

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

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

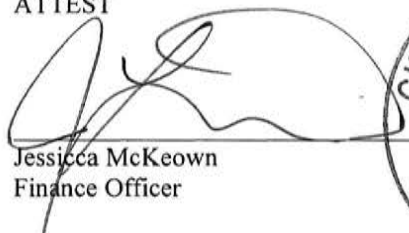

David R. Ruth, Mayor
City of Deadwood
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF LAWRENCE)

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ATTEST


Jessica McKeown
Finance Officer

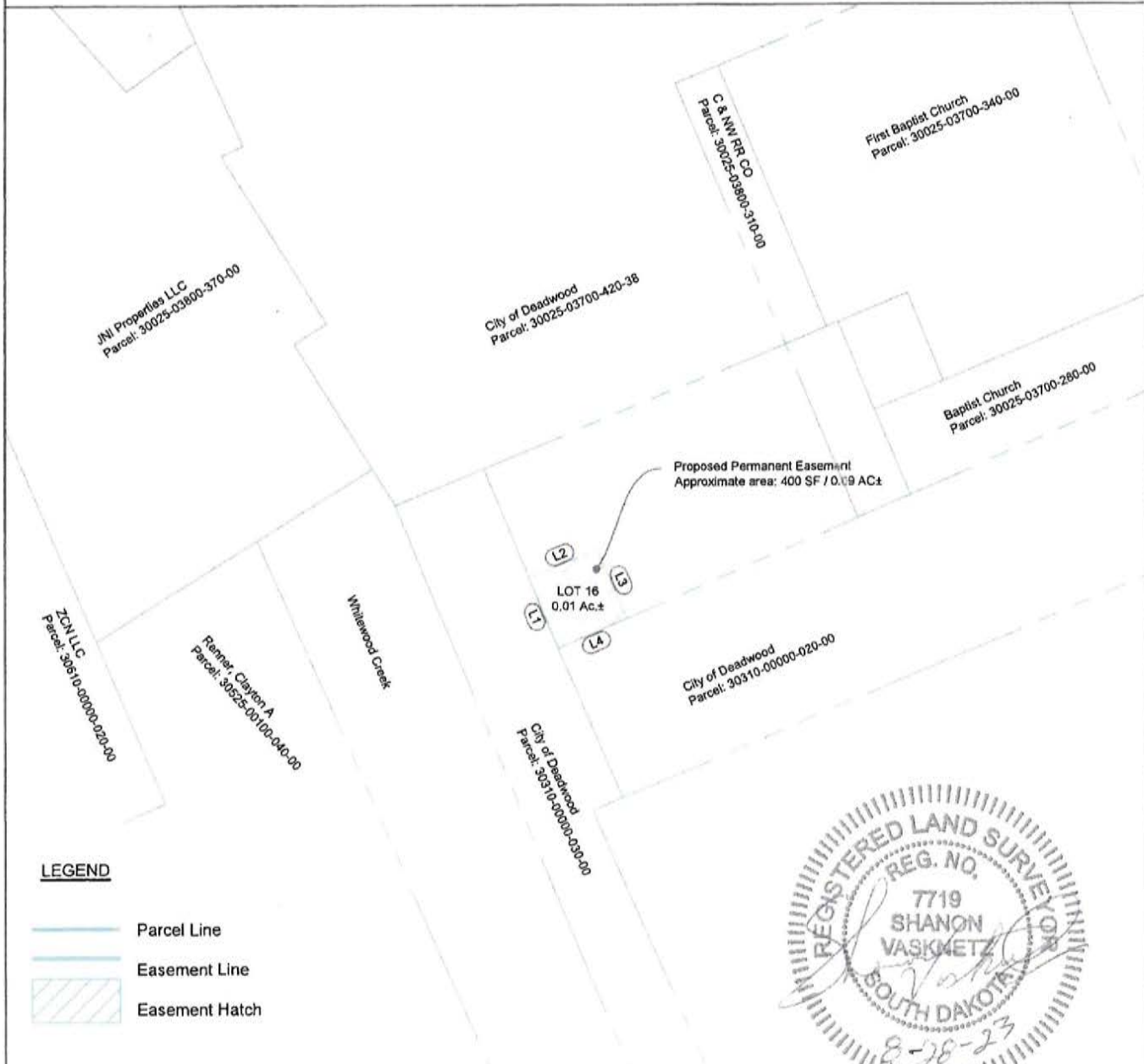


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

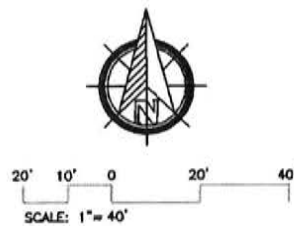
ORIGINAL TOWN DEADWOOD TRACT A BLK 38
PLAT 2011-02540



PREPARED BY:

TDG

Towsey Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3758



Segment Table

Line #/Curve #	Length	Direction/Delta
L1	20.340	N22° 15' 54.96"W
L2	19.687	N67° 44' 05.04"E
L3	20.000	S23° 14' 48.80"E
L4	20.033	S66° 45' 15.31"W

Prepared By:

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

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

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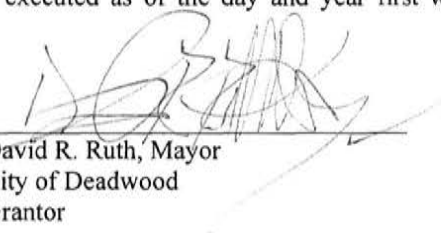
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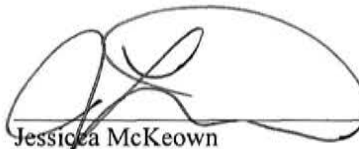
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Jessica McKeown
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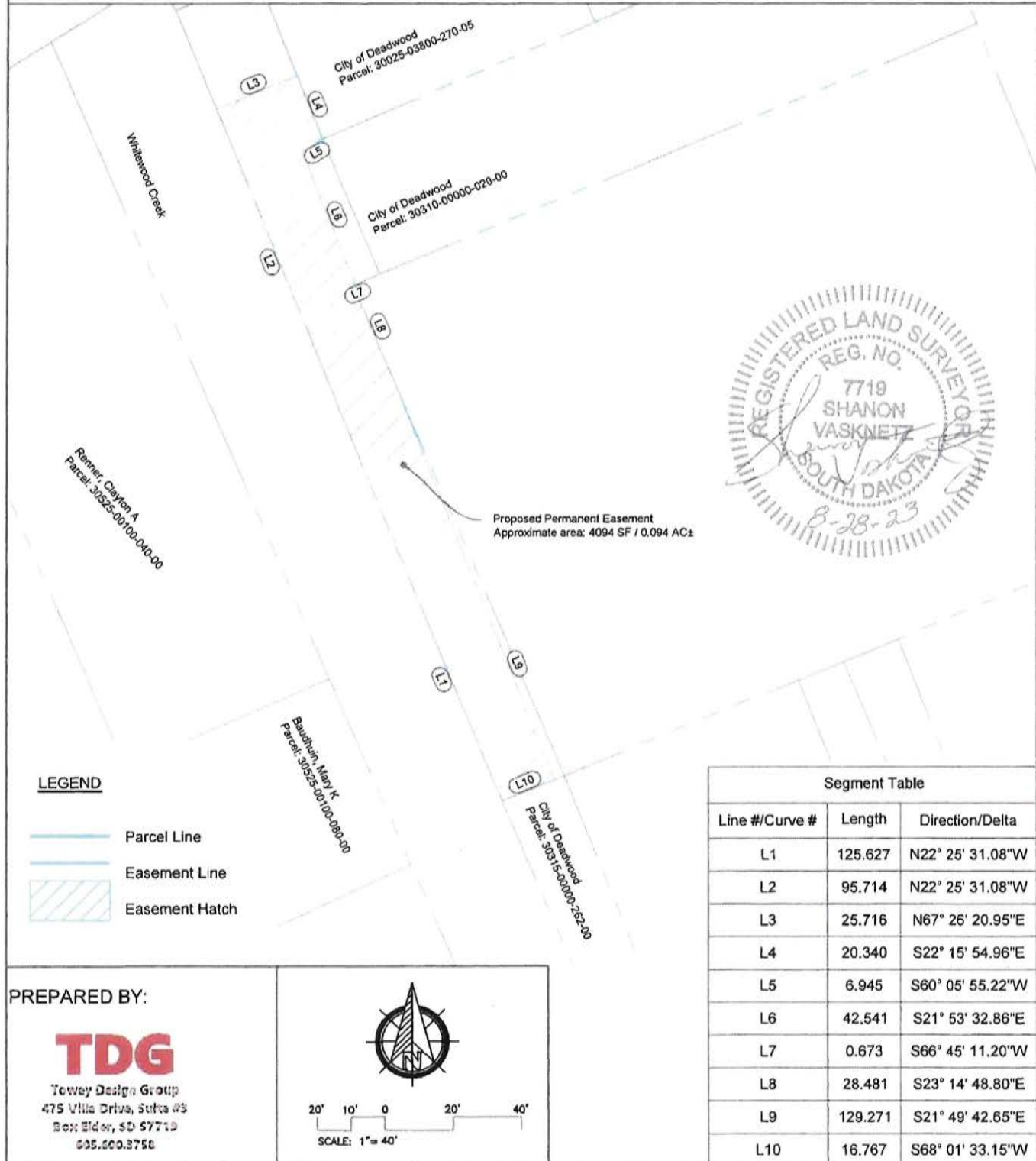


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

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



Prepared By:

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

-

-

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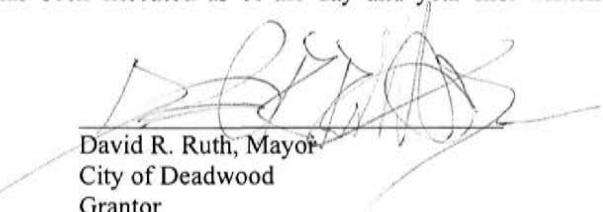
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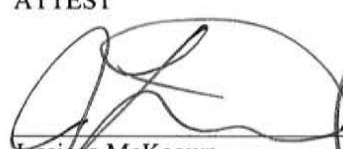

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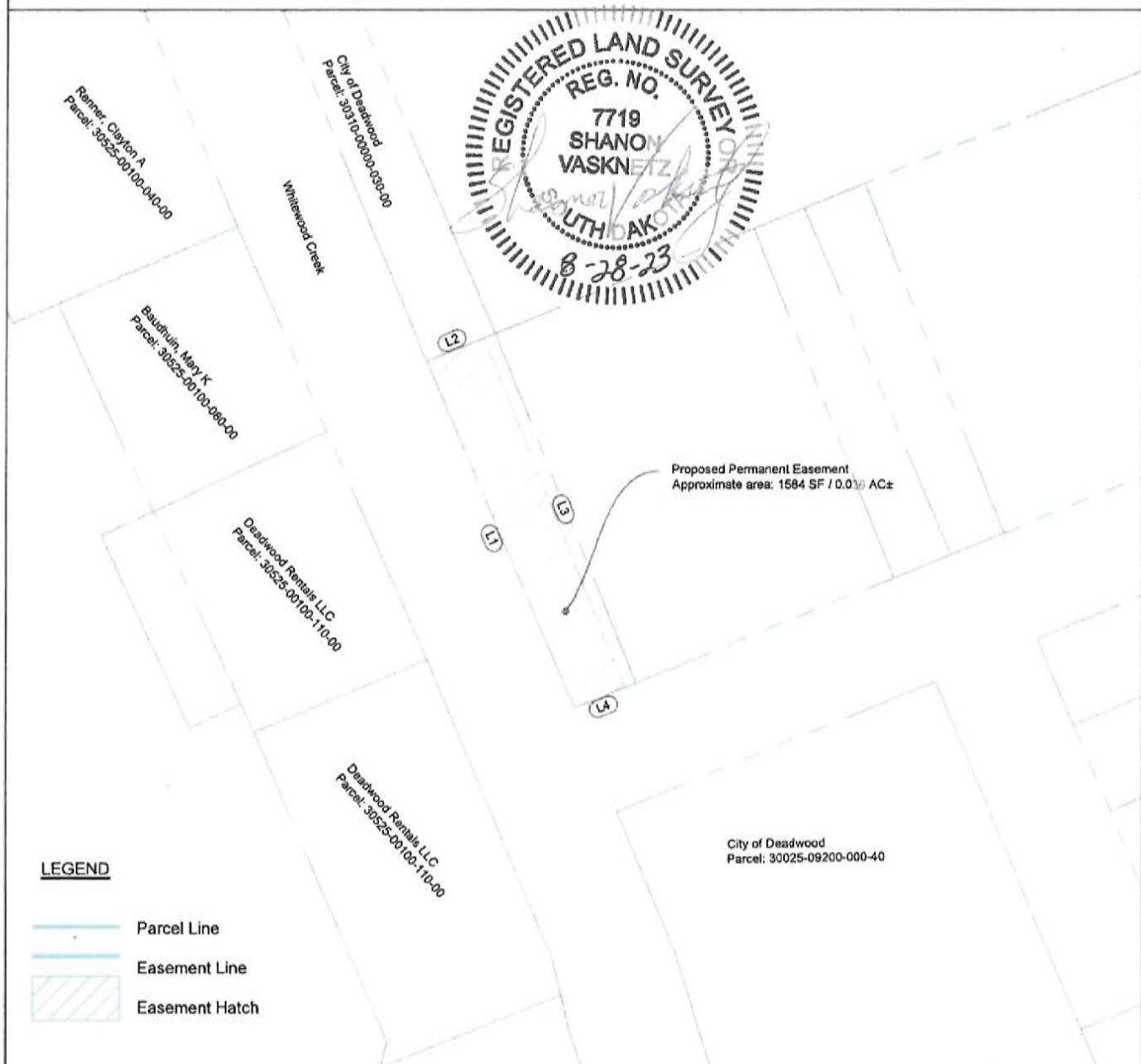


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

WATER STREET S/D TRACT A
PLAT 2014-05086



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3756



20' 10' 0 20' 40'

SCALE: 1" = 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	101.255	N23° 14' 18.73"W
L2	16.766	N68° 01' 33.15"E
L3	101.230	S21° 58' 26.85"E
L4	14.531	S68° 01' 33.15"W

Prepared By:

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

-
-

WR# _____

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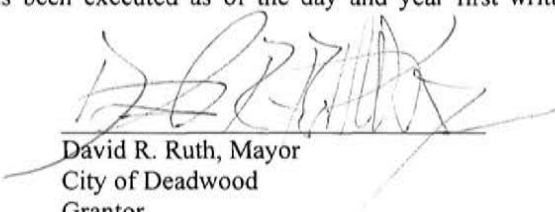
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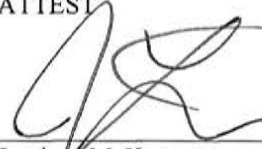

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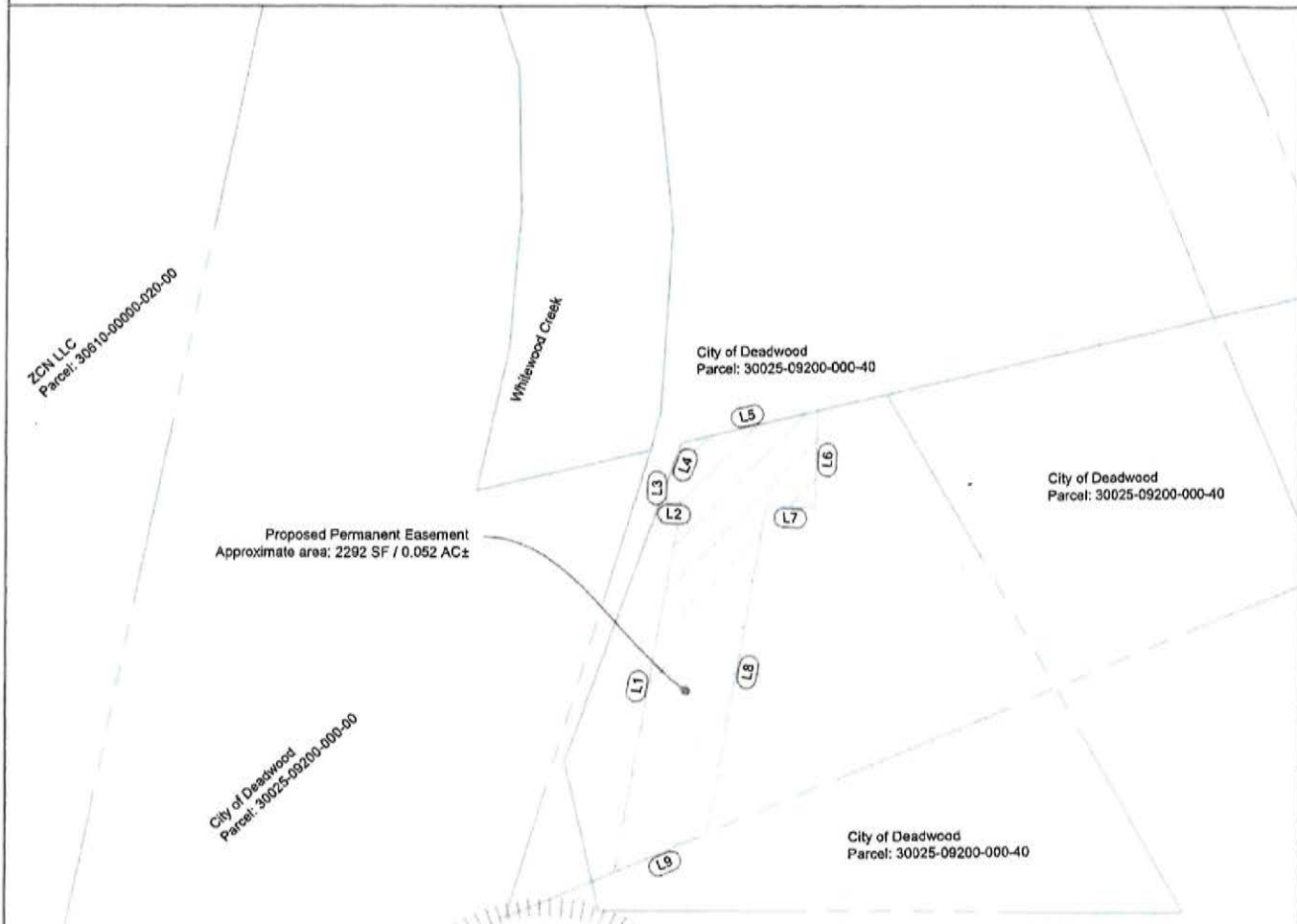


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-E1
PLAT 2007-01401



LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite 205
Box Elder, SD 57719
605.600.3750



20' 10' 0 20' 40'
SCALE: 1" = 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	88.359	N10° 19' 16.49"E
L2	3.412	N88° 05' 53.61"W
L3	5.552	N01° 54' 06.39"E
L4	9.154	N20° 07' 54.15"E
L5	33.275	N76° 52' 14.67"E
L6	22.876	S01° 54' 06.39"W
L7	11.370	N88° 05' 53.61"W
L8	78.403	S10° 19' 16.49"W
L9	23.808	S67° 27' 55.15"W

Prepared By:

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

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this 12th day of Oct, 2023, by and between **City of Deadwood, "GRANTOR"** and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

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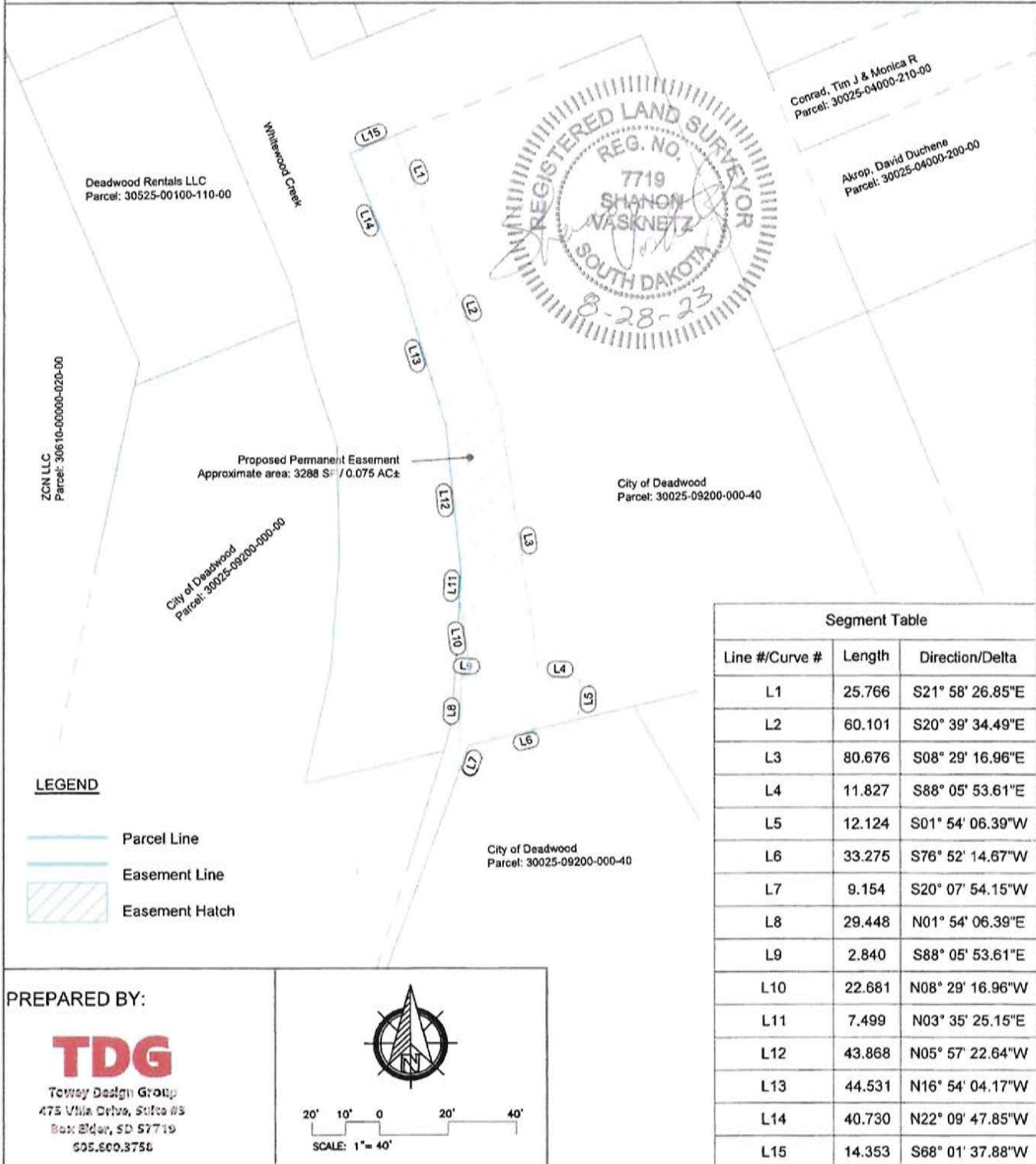
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JULY 31 2023

EXHIBIT 'A'
PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-E1
PLAT 2007-01401



Prepared By:

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

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JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-D
PLAT 1989-01762



Proposed Permanent Easement
Approximate area: 910 SF / 0.021 AC±

Whitewood Creek

City of Deadwood
Parcel: 30025-09200-000-00

Conrad Timothy J.
Parcel: 30025-07000-000-15

Conrad Timothy J.
Parcel: 30025-07000-000-00

Charles Street

Western Dakota Health Care, Inc.
Parcel: 30025-07000-280-00

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #2
Box Elder, SD 57719
605.560.3756



20' 10' 0 20' 40'
SCALE: 1"= 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	20.072	N54° 52' 20.15"E
L2	46.511	S35° 07' 20.25"E
L3	20.114	S59° 51' 27.68"W
L4	44.763	N35° 09' 55.18"W

Prepared By:

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

WR# _____

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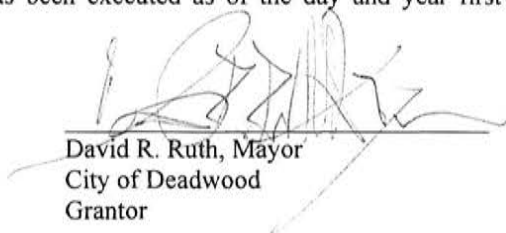
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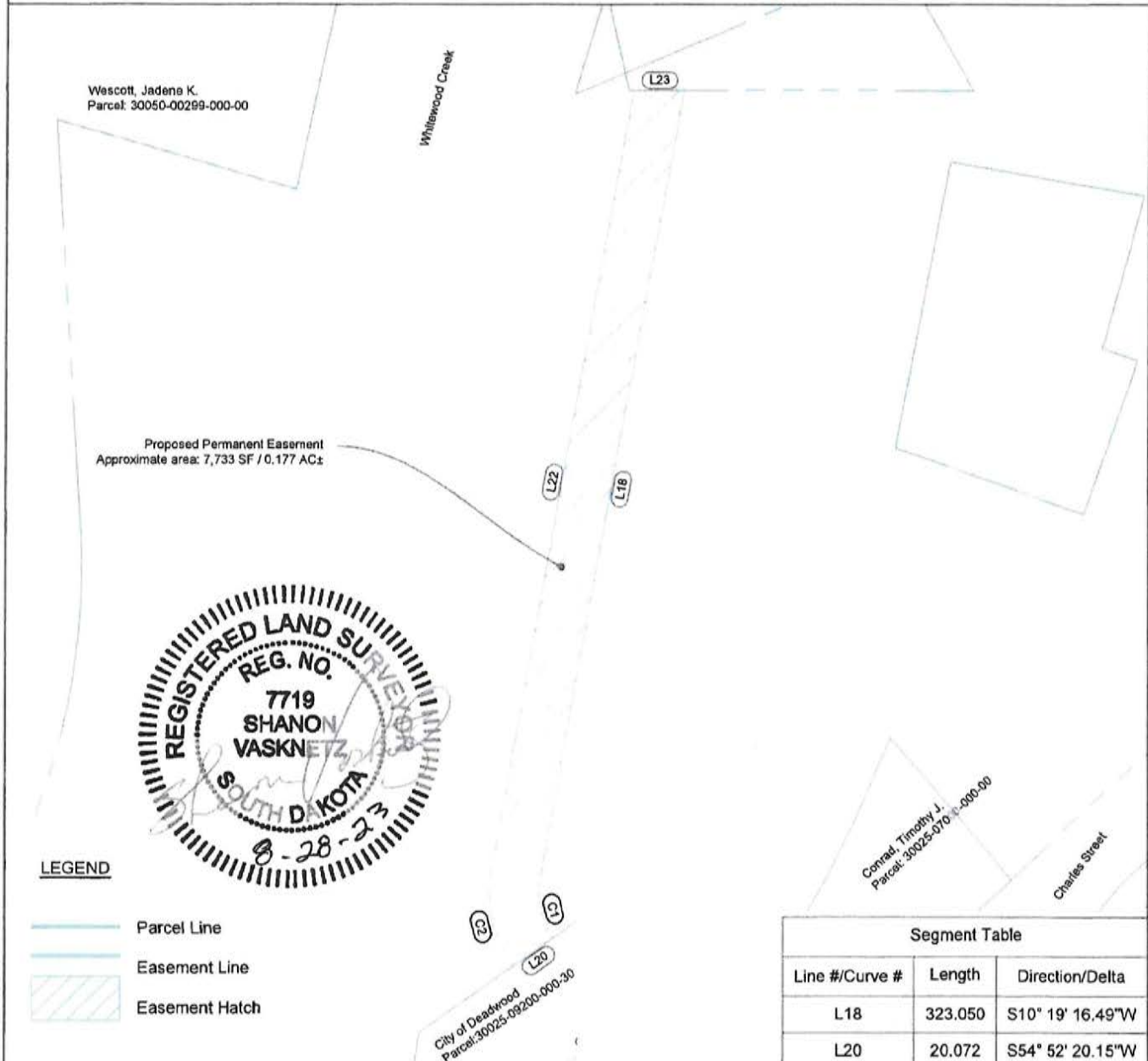


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD REMAINDER OF LOT R1 & REMAINDER OF LOT R1-B EX LOT H1 (585SF)
PLAT 1987-00649



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3756



30' 15' 0 30' 60'

SCALE: 1" = 60'

Segment Table

Line #/Curve #	Cord Length	Arc Length	Direction/Delta	Radius
C1	22.45	21.99	040.3901	31.85
C2	37.58	36.78	041.0613	52.43

Prepared By:

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

WR# _____

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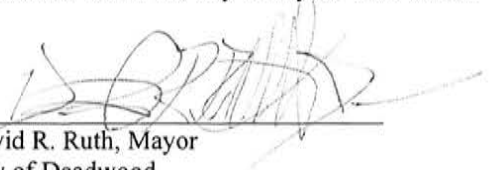
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The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is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

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



David R. Ruth, Mayor
City of Deadwood
Grantor

ACKNOWLEDGEMENT CORPORATE

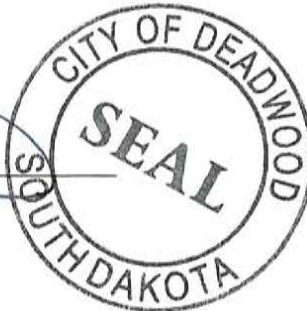
STATE OF SOUTH DAKOTA)
SS)
COUNTY OF LAWRENCE)

On this 12th day of October, in the year 2023, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the persons who are described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST



Jessica McKeown
Finance Officer

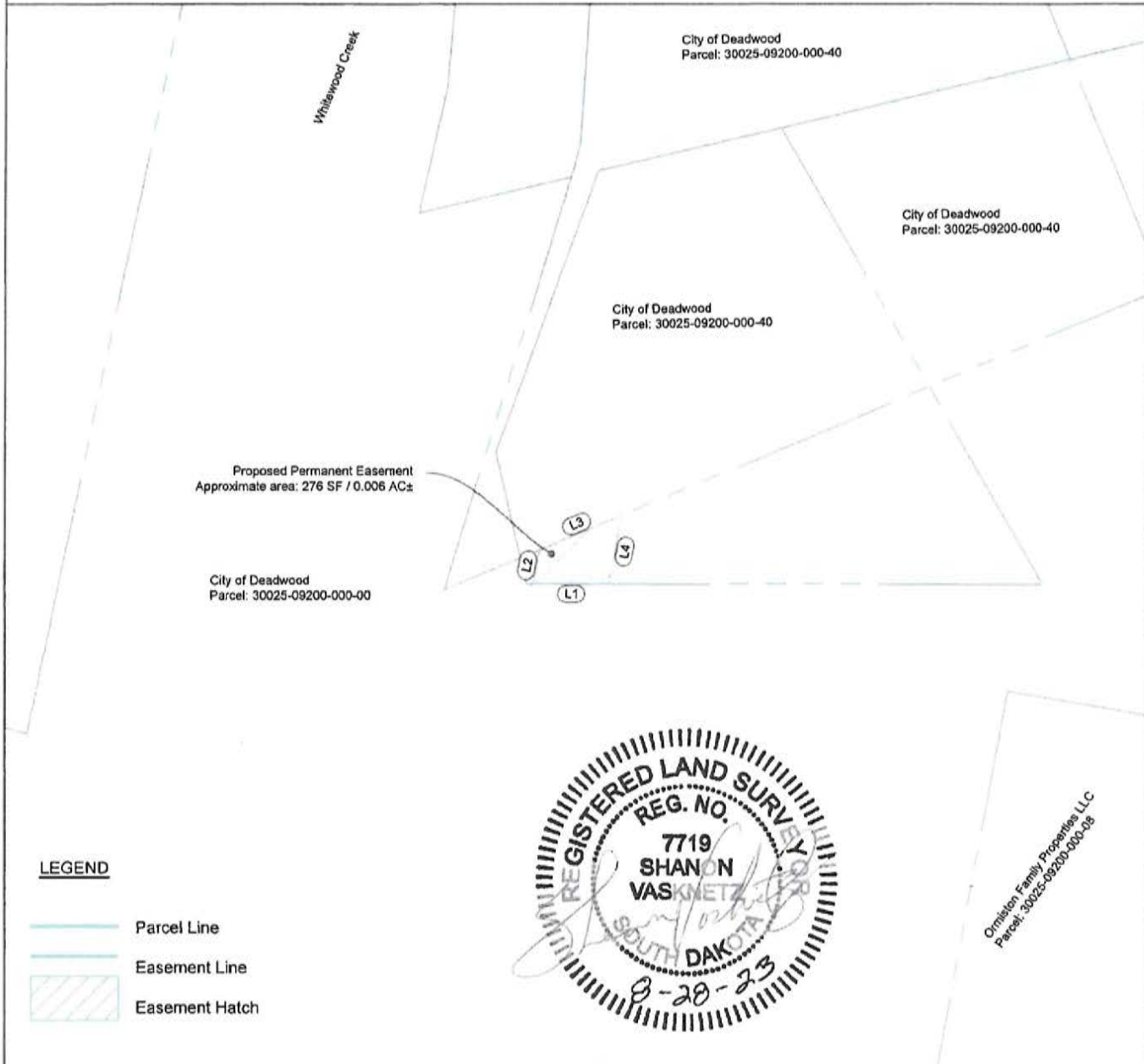


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD REMAINDER OF LOT R1 & REMAINDER OF LOT R1-B EX LOT H1 (585SF)
PLAT 1987-00649



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3750



20' 10' 0 20' 40'

SCALE: 1" = 40'

Parcel Table

Line #/Curve #	Length	Direction/Delta
L1	20.313	N89° 44' 40.09"W
L2	9.151	N10° 19' 16.49"E
L3	23.808	N67° 27' 55.15"E
L4	18.517	S10° 19' 16.49"W

LOBBYIST AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2023, between the City of Deadwood (hereinafter referred to as "Client") and Craig Matson, 2309 Brighton Dr., Sioux Falls, South Dakota 57106 (hereinafter referred to as "Lobbyist").

1. Purpose of Employment. Client employs Craig Matson to represent Client as its Lobbyist to lobby on Client's behalf in the 2024 session of the South Dakota Legislature.

2. Lobbyist Fees. Client shall pay to Lobbyist as Lobbyist fees for such representation the following sums:

(A) Contract Lobbyist - \$20,000.00 and Lobbyist registration fee of \$40.00.

The fees for lobbying shall be paid within 10 days of the date of the commencement of the 2024 Legislative Session.

3. Conflict of Interest. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time a particular bill pending before the Legislature or issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist recognize that the legislative interests of Client and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An effort will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise

(i.e. waiver of conflict) of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has retained Roger Tellinghuisen as a registered lobbyist for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation of other clients. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

4. Terms of this Agreement. This Agreement shall be effective until the conclusion of the 2024 Legislative Session of the South Dakota Legislature. This Agreement may continue from time to time on such terms as are agreed upon by the parties.

IN WITNESS WHEREOF, the Lobbyist and Client have executed this Agreement the day and year first above written.

City of Deadwood

By _____

Its _____

By _____
Craig Matson

LOBBYIST AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2023, between Deadwood Historic Preservation (hereinafter referred to as "Client") and Roger Tellinghuisen, 102 Port Na Haven, Fort Pierre, South Dakota 57532 (hereinafter referred to as "Lobbyist").

1. Purpose of Employment. Client employs Roger Tellinghuisen to represent Client as its Lobbyist to lobby on Client's behalf in the 2024 session of the South Dakota Legislature.

2. Lobbyist Fees. Client shall pay to Lobbyist as Lobbyist fees for such representation the following sums:

(A) Contract Lobbyist - \$20,000.00 and Lobbyist registration fee of \$40.00. The fees for lobbying shall be paid within 10 days of the date of the commencement of the 2024 Legislative Session.

3. Conflict of Interest. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time a particular bill pending before the Legislature or issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist recognize that the legislative interests of Client and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An effort will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3)

If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise (i.e. waiver of conflict) of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has retained Roger Tellinghuisen as a registered lobbyist for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation of other clients. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

4. Terms of this Agreement. This Agreement shall be effective until the conclusion of the 2024 Legislative Session of the South Dakota Legislature. This Agreement may continue from time to time on such terms as are agreed upon by the parties.

IN WITNESS WHEREOF, the Lobbyist and Client have executed this Agreement the day and year first above written.

Deadwood Historic Preservation

By _____

Its _____

By _____
Roger Tellinghuisen

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 November 16, 2023, to complete the **repointing of stone mortar joints of the retaining wall and garage veneer and repair concrete steps at the following location: 33 ½ Jackson Street** for the City of Deadwood. Bids will be publicly opened and read on November 16, 2023 at 2:00 p.m. with results presented on November 20, 2023 at the City Commission meeting at City Hall, 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 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 cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Retaining Wall Project – 33 ½ Jackson Street**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

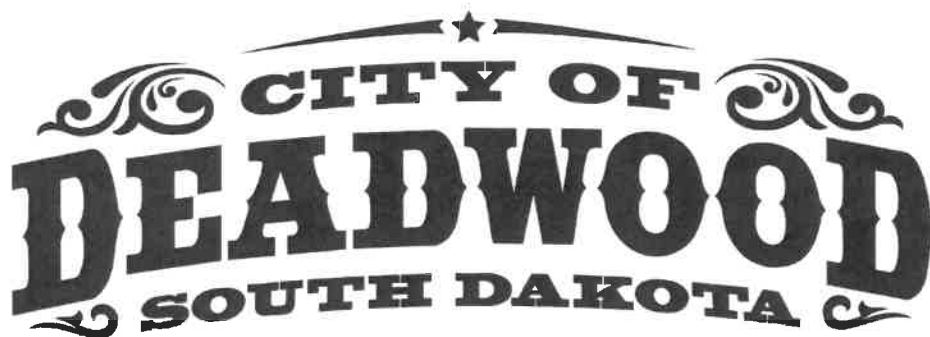
Dated this 16th day of October, 2023

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: October 19, 2023 and October 26, 2023

For any notice that is published twice:

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



Event Complex Rental and Use Agreement

Event: Snocross 2024

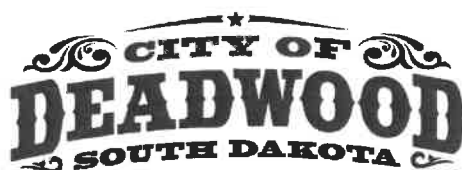
Date: 1/26-27

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: Deadwood Snocross Showdown

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber of Commerce

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876 Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): Jan 22nd Hour(s): 6am

Event Date(s): Jan 26-27 Hour(s): 8am-10pm

Clean-up Date(s): Jan 28 Hour(s): 8am-2pm

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Snocross Showdown

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: Carl Schubitzke Title: Race Director
Phone: 763-497-8474 Representing: ISOC Racing

Name: Dory Hanson Title: Director
Phone: 605-578-1876 Representing: Deadwood Chamber

Name: Fritz Carlson Title: Owner
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 Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities \$ _____
 Baseball Fields \$ _____
 Parking Lots \$ _____
 Cleaning/Trash Removal \$ 500 _____
 Streaming \$ 250 _____
Total Fees \$ 750 _____

**Request to Waive
Complex Fees**

☒
☒
☒
☐
☐

Refundable Deposits

Key Deposit \$ 100 _____
 Damage Deposit \$ 2500 _____
Total Deposits \$ 2600 _____

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____

Date: 9-19-23

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 SJK

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

Initials SJK

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 SJK

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 SJK

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

Initials SJK

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

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

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

Initials SJK

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 SJK

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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):

Deadwood Snocross Showdown.

Snowmobile races.

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

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

Initials SJK

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

Participant Release and Indemnification required? YES _____ NO _____

Initials SJK

- 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 SJK

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

Initials SJK

- 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 SJK

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

Initials SJK

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

Initials SJK

- 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 SJK

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

Initials SJK

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Date: 9-19-23

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature: 

Dates/Times Alcohol will be served: 1/26 and 1/27

10am-10pm

Business name who will be serving: The Deadwood Chamber

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials SJK

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 SJK

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 SJK

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 SJK

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

Event Complex Sign and Banner Policy

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

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: The Deadwood Chamber of Commerce

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: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 9-19-23

Daytime Phone Number: 605-578-1876

Date of your Event(s): 1/26-27 2024 Group/Event Name: Deadwood Snocross Showdown

**NOTICE OF PUBLIC HEARING
DEADWOOD'S SNOCROSS
OPEN CONTAINER, TEMPORARY LIQUOR LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on October 16, 2023, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, January 26, 2024: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Saturday, January 27, 2024.

Saturday, January 27, 2024: Relaxation of Open Container Ordinance at the Event Complex from 11:00 a.m. to 2:00 a.m. on Sunday, January 28, 2024.

Special Full Temporary Liquor License for Deadwood Chamber

For Friday January 26 and Saturday January 27, 2024 from 11:00 a.m. to 10:00 p.m. each day.

Fireworks Display

Requesting permission for fireworks display at 6:00 p.m. on Friday January 26, & Saturday January 27, 2024.

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 2nd day of October, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, October 5, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,
WAIVER OF BANNER FEES
FOR K9 KEG PULL**

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 October 16, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container Request:

Saturday January 27, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Main Street closure Deadwood to Pine Street 9:00 a.m. to 6:00 p.m. on Saturday, January 27, 2024.

Request to Waive Banner Fee:

For Deadwood Chamber, Saturday, January 27, 2024.

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 2nd day of October, 2023.

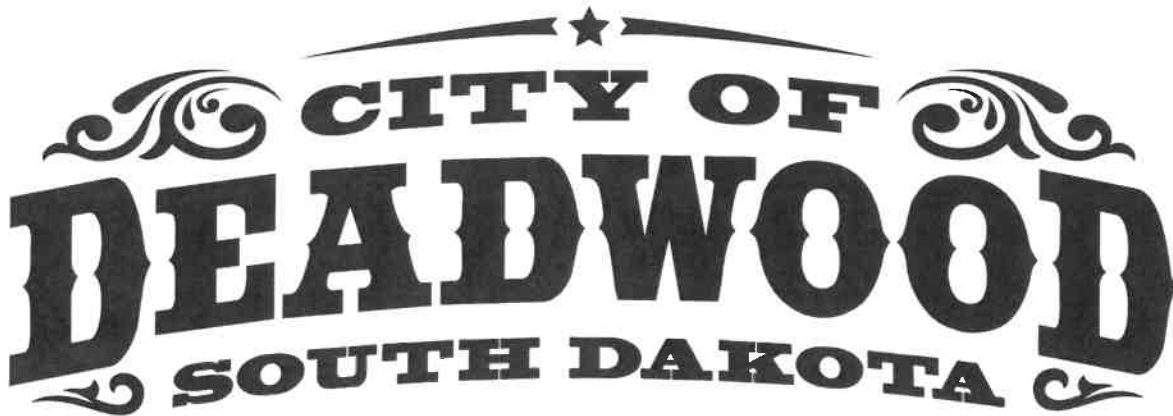
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: October 5, 2023

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

K9 Keg Pull 1/27/24

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: K9 Keg Pull.Event Date(s): 1/27/24 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 9am AM / PM (to): 3pm AM / PMLocation / Staging Area: Deadwood to Pine/Outlaw SquareSet up/assembly/construction 1/27/24 Start time: 9am AM / PMPlease describe the scope of your setup / assembly work (specific details): Street ClosureDismantle Date: 1/27/24 Completion time: 3pm 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: Deadwood-Pine 1/27/24 9am-3pm

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

OPEN CONTAINER

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

Date: <u>1/27/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: The Deadwood Chamber of CommerceChief Officer of Organization (NAME): Dory HansonApplicant (NAME): Sarah Kryger Business Phone: (605) 578-1876Address: PO Box 507 Deadwood, SD 57732

(city)

(state)

(zip code)

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

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

Name: _____

Address: PO Box 507 Deadwood, SD 57732

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:**

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

FEES / PROCEEDS / REPORTING

NO

YES



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



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): Race Fee \$15

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:

K9 Keg pull

Street closure 1/27 9am-3pm Deadwood/Pine/Outlaw Square

Open container 1/27/23 Noon-10pm Zone 1-2

Waiver Banner Fees/Sponsor

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | NO | YES | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____
Race Fees. Donation of \$15 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

Adopted June 1, 2023

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____

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

NO YES

☐
☒

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Rd Belle Fourche SD 57717
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

NO YES

☒
☐

Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES



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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____



Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 11am AM / PM – Finish Time: 3pm AM / PM



Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

• Please describe the sound equipment that will be used for your event: _____



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



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

SPONSOR

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES



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

NO YES



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

Local _____

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

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GP350GL003-2 Policy Type: G/L

Address: PO Box 507 Deadwood, SD 57732

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Sarah Kryger Title: EventCoordinator/Chamber

Date: 9-19-23

(Signature of Applicant/Sponsoring Organization)

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



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

PLANNING AND ZONING MEETING
BOARD OF ADJUSTMENT
STAFF REPORT
September 26, 2023

APPLICANT: Van Roekel Properties LLC

PURPOSE: Transfer of Land & Creating Property Lines

GENERAL LOCATION: 306 Cliff Street

LEGAL DESCRIPTION: PLAT OF LOTS D1 AND D2 OF DEADWOOD GULCH ADDITION II FORMERLY LOT A OF THE SUBDIVISION PLACERS 57 & 58 AND TRACT D OF DEADWOOD GULCH ADDITION II LOCATED IN THE SE1/4 OF SECTION 27, T5N, R3E, B.H.M. CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: CH Commercial Highway

STAFF FINDINGS:

Surrounding Zoning:

North: Commercial Highway

South: Commercial Highway

East: Commercial Highway

West: Commercial Highway

Surrounding Land Uses:

Hotel/Motel

Vacation Rental/Campground

Hotel/Motel/Convention Ctr

Cold Storage/Residential

SUMMARY OF REQUEST

The purpose of this plat is to facilitate the transfer of property by dividing the lot and establishing property lines. This plat describes the areas located at 304Cliff Street. The applicant would like to divide the lot into two partials to separate the gas station building from the storage units for the purpose of selling the gas station building. This plat will create Lots D1 and D1, formerly Lot A.

FACTUAL INFORMATION

1. The property is currently zoned CH – Commercial Highway.
2. Lot D1 is comprised of 0.185 Acres \pm .
Lot D2 is comprised of 0.146 Acres \pm .
3. The subject property is located within a Commercial Highway Zoning designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of commercial and residential uses along US Highway 85/Cliff Street.

STAFF DISCUSSION

The subject property is owned by a legal entity, and they desire to have the parcel divided into two parcels. The lot(s) meets the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Planning and Zoning Commission
2. Approval/Denial by Deadwood Board of Adjustment

Return Completed Form To:
Planning and Zoning
108 Sherman Street
Deadwood, SD 57732



Section 10 Item a.

Questions Contact:
Kevin Kuchenbecker
(605) 578-2082 or
kevin@cityofdeadwood.com

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: VAN ROEKEL PRDP LLC

Address: 4 WASHINGTON ST DEADWOOD S.D 57732
Street City State Zip

Phone Number: 605-222-1351 Email Address: DESVR82@GMAIL.COM

Property Address: 306 CLIFF ST DEADWOOD, SD 57732

Property Owner: VAN ROEKEL PRDP LLC

Property Owner Phone Number: 605-222-1351

Full Legal Description of Property: PLAT OF LOTS A1 & A2 OF DEADWOOD GULCH ADDITION II
FORMERLY LOT A OF THE SUBDIVISION PLACERS 57 & 58 & TRACT D OF DEADWOOD GULCH
ADDITION II SE 1/4 OF SECTION 27, T5N, R3E B.H.M. LAWRENCE CO., S.D

Purpose of this Plat: DIVIDING GAS STATION FROM CO-STORAGE UNITS

Summary of this Plat: SELLING GAS STATION

1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- ☒ Land is identified with a new legal description for the transfer of the land.
- ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
- ☒ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
- ☒ The street bounding the lot is shown and named.
- ☒ All certifications are indicated and correct on the plat.
- ☒ Dimensions, angles, and bearings are shown along the lot lines.
- ☒ Scale of the plat is shown and accompanied with a bar scale.
- ☐ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☐ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Louis J. Van Roebel Date: 9/20/23

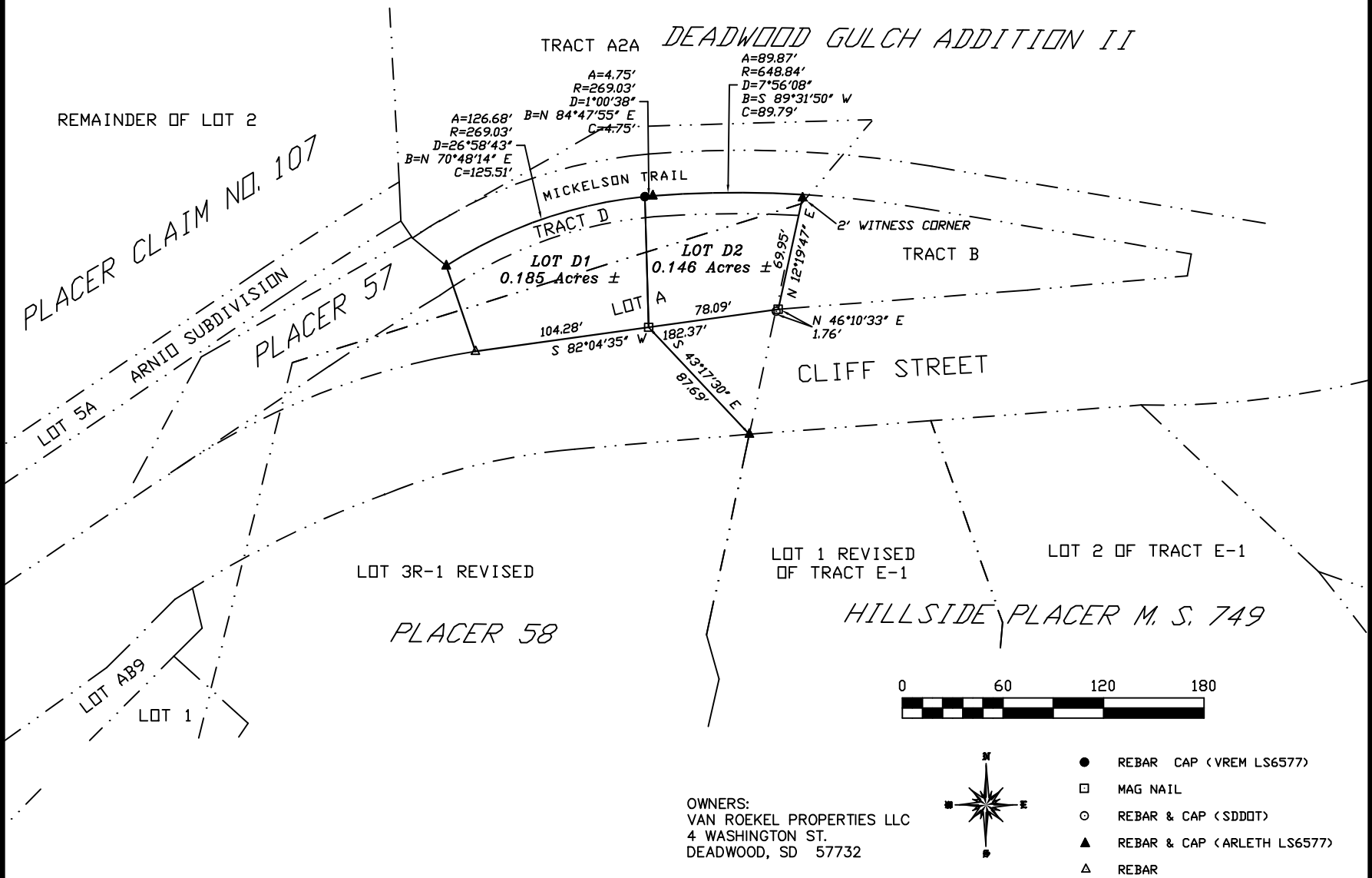
Staff Use Only

Fee: \$ _____ Paid On _____ Receipt Number _____

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

PLAT OF LOTS D1 AND D2 OF DEADWOOD GULCH ADDITION II
FORMERLY LOT A OF THE SUBDIVISION PLACERS 57 & 58 AND TRACT D OF
DEADWOOD GULCH ADDITION II
LOCATED IN THE SE¼ OF SECTION 27, T5N, R3E, B.H.M.
CITY OF DEADWOOD
LAWRENCE COUNTY, SOUTH DAKOTA



I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS ____ DAY OF _____, 20____.

LOREN D. VREM, R. L. S. 6577

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS ____ DAY OF _____, 20____.

CHAIRMAN _____

ATTEST: _____
CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA, DATED THIS ____ DAY OF _____, 20____.

ATTEST: _____
FINANCE OFFICER MAYOR

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT ____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

OFFICE OF THE REGISTER OF DEEDS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT ____ O' CLOCK, ____ M., AND RECORDED IN DOC. _____.

LAWRENCE COUNTY REGISTER OF DEEDS: _____ FEE: \$ _____



Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332A WEST MAIN STREET
LEAD, SD 57754
(605) 722-3840

Date:	9/22/2023
Drawn By:	L. D. Vrem
Project No.:	23-70
Dwg. No.:	23-701.dwg

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



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

**PLANNING AND ZONING MEETING
BOARD OF ADJUSTMENT
STAFF REPORT**
September 26, 2023

APPLICANT: WJP Holdings, LLC

PURPOSE: Adjusting Property Lines

GENERAL LOCATION: 116 and 118 Mystery Wagon Road

LEGAL DESCRIPTION: PLAT OF LOT 2A AND LOT 3A, BLOCK 3A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOTS 2 AND 3, BLOCK 3A AND A PORTION OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: R2 Residential Multi-Family

STAFF FINDINGS:

Surrounding Zoning:

North: Multi-Family Residential

South: Residential

East: Public Use

West: Multi-Family Residential

Surrounding Land Uses:

Vacant Lot

Vacant Lot

Vacant Lot

Residential

SUMMARY OF REQUEST

The purpose of this plat is to adjust the property lines between Lots 2 and 3. This plat describes the areas located at 116 and 118 Mystery Wagon Road. The applicant would like to adjust the property lines creating a larger lot for purpose of selling this lot. This plat will create Lots 2A and 3A, formerly Lots 2 and 3.

FACTUAL INFORMATION

1. The property is currently zoned R2 – Residential Multi-Family.
2. Lot 2A is comprised of 0.982 Acres_±.
Lot 3A is comprised of 2.012 Acres_±.
3. The subject property is located within a Planned Unit Development and is zoned R2 – Residential Multi-Family designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of residential uses.

STAFF DISCUSSION

The subject property is owned by a legal entity, and they desire to have the parcel divided into two parcels. The lot(s) meets the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Planning and Zoning Commission
2. Approval/Denial by Deadwood Board of Adjustment

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- ☒ Land is identified with a new legal description for the transfer of the land.
- ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
- ☒ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
- ☒ The street bounding the lot is shown and named.
- ☒ All certifications are indicated and correct on the plat.
- ☒ Dimensions, angles, and bearings are shown along the lot lines.
- ☒ Scale of the plat is shown and accompanied with a bar scale.
- ☒ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☒ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: _____

Date: 9-15-23

Staff Use Only

Fee: \$ _____	Paid On _____	Receipt Number _____
---------------	---------------	----------------------

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

[illegible]

● REBAR & CAP (VREM LS6577)

▲ REBAR & CAP (ARLETH LS3977)



LINE	BEARING	DISTANCE
L1	S 15° 41' 51" E	43.04'
L2	S 15° 14' 51" E	40.69'
L3	S 84° 56' 44" E	53.12'
L4	N 16° 40' 13" W	133.64'
L5	N 72° 32' 21" W	45.20'
L6	N 14° 01' 51" W	79.99'
L7	N 14° 01' 51" W	37.46'
L8	N 50° 14' 08" W	66.07'
L9	N 17° 15' 35" W	43.02'
L10	S 16° 18' 59" W	9.14'
L11	E 41° 39' 43" E	42.37'
L12	S 22° 12' 52" E	14.88'
L13	S 12° 56' 00" E	22.23'
L14	S 22° 43' 35" E	20.16'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	575.50'	98.04'	97.92'	S 10°21'57" E	9°45'39"
C2	824.44'	10.55'	10.55'	S 14°52'40" E	0°44'00"
C3	825.01'	83.09'	83.05'	S 11°37'30" E	5°46'13"
C4	775.31'	127.81'	127.67'	N 12°42'46" W	9°26'43"
C4	824.50'	10.77'	10.77'	S 08°21'54" E	0°44'54"
C5	775.31'	127.81'	127.67'	S 12°42'46" E	9°26'43"



<i>Date:</i>	<i>9/15/2023</i>
<i>Drawn By:</i>	<i>L. D. Vrem</i>
<i>Project No.:</i>	<i>23-343</i>
<i>Dwg. No.:</i>	<i>23-343.dwg</i>

PAGE 2 OF 2



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902
 Fax # (763) 571-5091

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588
 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 10/2/2023

Reference: REV3 Paint

Company: City of Deadwood

Address: 102 Sherman St

Contact: James

Phone#: 605-580-1348

City: Deadwood

Email: james@cityofdeadwood.com

State: SD 57732

QTY		Price Each	Extended
1.0 Body			
1	Install Cabshield	\$550.00	\$550.00
1	Paint Body & Cabshield RED	\$2,950.00	\$2,950.00

Total Package Price

\$3,500.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT

*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Email Address:	jmiller@crysteeltruck.com



Northern Truck Equipment Corp.

P. O. Box 2435 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax: (605) 543-5219
P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

www.ntecorp.com
email: kvaughn@ntecorp.com

SALES ORDER

RC 31200

CITY OF DEADWOOD

DATE 10/4/2023

NAME JIM

DEADWOOD SD

605-580-1348

Fax

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: To Be Determined

F.O.B. RAPID CITY

TERMS: Net 10th

[illegible]

QUOTATION FIRM FOR 30 DAYS

We accept the above quotation as a firm order, subject to confirmation from NTEC.

NORTHERN TRUCK EQUIPMENT CORP.

BY KEVIN VAUGHN

TITLE **BRANCH MANAGER**

Buyer

(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)



CENTRAL CITY, SD 57754
(605) 578-3552

Section 10 Item e.

DATE	INVOICE #
10/11/2023	RESERVE
ORDER DATE	
10/11/2023	
TIME	REF #
11:19 AM	26059
SELLER	ACCT#
832003	83200034
P.O.#	STREETS
	DEPT

Bill To

CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD, SD 57732

Ship To

CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD, SD 57732

SLSMN: SALESM

Page 1 of 1

QTY	MFG	PART NUMBER	DESCRIPTION	CORE	LIST	SELL	EXTENDED	TAX		
								F	T	C
4	QCC	TR570762	TRYGG SWISS FLEXI LC	0.00	7165.78	3941.18	15764.72			N/N
1	QCC	TR570764	TRYGG SWISS FLEXI LC	0.00	7929.44	4361.19	4361.19			N/N

GO TO WWW.AUTOVALUECARES.COM
SHARE YOUR EXPERIENCE AND
YOU MAY WIN A \$100 GIFT CARD

Signature

Subtotal	20125.91
Core	
Tax	0.00
Total	20125.91
Invoice Payment Type	RESERVE

RESERVE

PIT CREW MOBILE TIRE

906 E Watertown St
Rapid City, SD 57703-9524
605-484-5522

Section 10 Item e.

231013-0028

Quoted By: Greg Hansen
Friday, October 13, 2023

Tire Size: 245/70R19.5



G647 RSS



Price	\$398.99/each
Retail 6 Tires	\$2,393.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$58.98
Tax	\$157.72
Total Price	\$2,760.64

Benefits

- Such as package delivery
- For high-scrub service
- Help provide superb wet traction

Specifications

Part Number	139177080
Load Rating	133
Speed Rating	L
UTQG	NA
Warranty	0



RM257



Price	\$356.99/each
Retail 6 Tires	\$2,141.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$58.98
Tax	\$142.10
Total Price	\$2,493.02

Benefits

- Provide long, even wear and the retreadability required by local P&D haulers
- Protects the sidewall from scuffing damage
- Help to lock the tread blocks together to maintain stability for traction

Specifications

Part Number	173027009
Load Rating	133
Speed Rating	L
UTQG	NA
Warranty	0



AV2000S



Price	\$256.99/each
Retail 6 Tires	\$1,541.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$73.98
Tax	\$104.90
Total Price	\$1,870.82

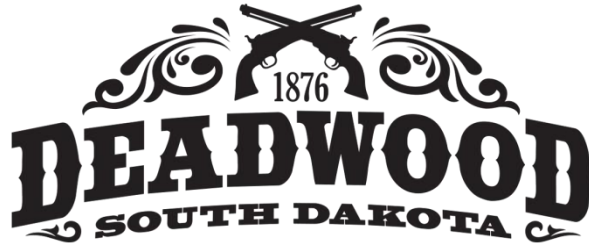
Benefits

- For toughness, stability and uniform wear
- Helps resist irregular tread wear

Specifications

Part Number	1953314196
Load Rating	135
Speed Rating	M
UTQG	NA
Warranty	0

OFFICE OF
MAYOR
David R. Ruth, Jr.
Telephone (605) 578-2600



DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600
Fax (605) 578-2084

MEMORANDUM

Date: 10/16/2023
To: Deadwood City Commissioners
From: Mayor David R. Ruth, Jr.
Re: Workgroup for Youth Activities and Programming

As the Mayor of Deadwood, I am pleased to announce the formation of a new committee to coordinate and develop cooperation and communication amongst the variety of entities in our communities when it deals with youth activities. The initial formation will be primary representatives from the City of Lead and City of Deadwood staff and commissioners, along with the Lead Deadwood School district.

This work group will be reaching out to a variety of individuals and organizations within our communities to become a clearing house and assist in the coordination, marketing, and awareness of the activities and opportunities for our community's youth.

This work group's initial task will be to determine overall goals and objectives by identifying all activities, organizations, and facilities available within both communities. Along with that task, they will concentrate on how to strengthen outreach and spread awareness of the programming that that is available.

This work group will begin with monthly meetings and develop strategies for the awareness and strengthening of relationships amongst the variety of stakeholders. The initial work group will consist of the City of Deadwood Parks, Recreation and Events Department, the Deadwood Recreation and Aquatic Center, the Deadwood Public Library, and a representative from Deadwood City commission. The City of Lead's work group will consist of the Lead Public Library, Handley Center, and one city commissioner. Additionally, a representative from the Lead Deadwood School District will also be a member of the work group.

Mayor Everett and I will be providing updates from this work group as they begin this important effort to assist our communities and families with strengthening youth activities.

Thank you.


PIT CREW MOBILE TIRE

906 E Watertown St
Rapid City, SD 57703-9524
605-484-5522


Section 10 Item f.
231013-0028

Quoted By: Greg Hansen
Friday, October 13, 2023

Tire Size: 245/70R19.5



G647 RSS



Price	\$398.99/each
Retail 6 Tires	\$2,393.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$58.98
Tax	\$157.72
Total Price	\$2,760.64

Benefits

- Such as package delivery
- For high-scrub service
- Help provide superb wet traction

Specifications

Part Number	139177080
Load Rating	133
Speed Rating	L
UTQG	NA
Warranty	0



RM257



Price	\$356.99/each
Retail 6 Tires	\$2,141.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$58.98
Tax	\$142.10
Total Price	\$2,493.02

Benefits


- Provide long, even wear and the retreadability required by local P&D haulers
- Protects the sidewall from scuffing damage
- Help to lock the tread blocks together to maintain stability for traction

Specifications

Part Number	173027009
Load Rating	133
Speed Rating	L
UTQG	NA
Warranty	0

ADVANTA

AV2000S



Price	\$256.99/each
Retail 6 Tires	\$1,541.94
TIRE INSTALLATION / MOUNT & BALANCE	\$150.00
FET	\$73.98
Tax	\$104.90
Total Price	\$1,870.82

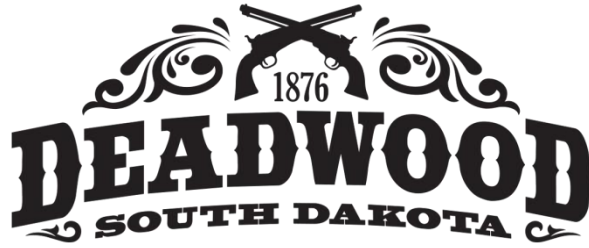
Benefits

- For toughness, stability and uniform wear
- Helps resist irregular tread wear

Specifications

Part Number	1953314196
Load Rating	135
Speed Rating	M
UTQG	NA
Warranty	0

OFFICE OF
MAYOR
David R. Ruth, Jr.
Telephone (605) 578-2600



DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600
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MEMORANDUM

Date: 10/16/2023
To: Deadwood City Commissioners
From: Mayor David R. Ruth, Jr.
Re: Workgroup for Youth Activities and Programming

As the Mayor of Deadwood, I am pleased to announce the formation of a new committee to coordinate and develop cooperation and communication amongst the variety of entities in our communities when it deals with youth activities. The initial formation will be primary representatives from the City of Lead and City of Deadwood staff and commissioners, along with the Lead Deadwood School district.

This work group will be reaching out to a variety of individuals and organizations within our communities to become a clearing house and assist in the coordination, marketing, and awareness of the activities and opportunities for our community's youth.

This work group's initial task will be to determine overall goals and objectives by identifying all activities, organizations, and facilities available within both communities. Along with that task, they will concentrate on how to strengthen outreach and spread awareness of the programming that that is available.

This work group will begin with monthly meetings and develop strategies for the awareness and strengthening of relationships amongst the variety of stakeholders. The initial work group will consist of the City of Deadwood Parks, Recreation and Events Department, the Deadwood Recreation and Aquatic Center, the Deadwood Public Library, and a representative from Deadwood City commission. The City of Lead's work group will consist of the Lead Public Library, Handley Center, and one city commissioner. Additionally, a representative from the Lead Deadwood School District will also be a member of the work group.

Mayor Everett and I will be providing updates from this work group as they begin this important effort to assist our communities and families with strengthening youth activities.

Thank you.