



# City Commission Regular Meeting Agenda

Monday, June 19, 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 June 5, 2023 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for June 19, 2023

5. **Items from Citizens on Agenda**

a. Discussion on City Ordinance requirements with regards to curb, gutter, storm sewer, sewer, and sidewalks for the proposed Boot Hill Development - Kim Tschetter

6. **Consent Agenda**

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

- a. Permission to hire Garrett Eklund as Mechanic at \$25.00 per hour (with increase to \$26.00 per hour upon completion of CDL requirements) effective June 20, 2023 pending pre-employment screening.
- b. Permission to remove Community Service Officer Mckenzi Kossan from payroll effective June 19, 2023.
- c. Permission to remove Trolley Driver Doug Magnuson from payroll effective June 1, 2023.
- d. Permission to hire Pam Nash as Community Service Officer at \$19.00 per hour (D9 rank) effective June 26, 2023 pending pre-employment screening.
- e. Permission to accept resignation from Parks Technician Brandon Wallin effective June 9, 2023.

- f. Permission to hire up to five rally officers for 2023 motorcycle rally at rate of \$25.08 per hour.
- g. Permission for Mayor to sign Corrected Certificate of Purchase and Warranty Deed for Keith Hardy.
- h. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Mark & Pamala Parette and Brooke Parette & Samantha Crawford.
- i. Permission to allow volunteer firefighters Charles Fetter, Bill Glover, and Paul Robitaille to travel to Helena, MT on June 27-28, 2023 to inspect a ladder truck with an amount not to exceed \$1,100.00. (To be paid from Fire Department travel budget.)
- j. Allow use of public property at the Event Complex on Friday, September 15 and Saturday, September 16, 2023 for Black Hills Veterans March and Marathon. Deposit has been received.
- k. Permission to pay budgeted sponsorship of the South Dakota Humanities Council Festival of Books in the amount of \$20,000.00. (\$10,000.00 from Bed & Booze and \$10,000.00 from HP Public Education line item.)
- l. Permission to approve abatement request for Lawrence County parcel 30875-00300-060-00. (Grenstiner)
- m. Permission to purchase twelve tipster ash urns from Keystone Ridge Designs in an amount not to exceed \$3,596.00, including shipping. (To be paid from HP Capital Asset budget.)
- n. Permission for Mayor to sign easement for Taco John's shed (150 Sherman St.) encroachment on City property.
- o. Permission for the Mayor to sign easement for 9 Shine Street for porch encroachment on City property.
- p. Acknowledge change in lease date from June 1, 2023 to July 1, 2023 and allow Mayor to sign updated agreement with Red Road, Inc. (Sean Covell) for office space at History and Info Center at cost of \$350.00 per month, excluding parking.
- q. Permission to purchase a 2" compound water meter from Metering Technology Solutions in an amount not to exceed \$2,997.00. (To be paid by Water supplies with reimbursement by Consolidated Construction Company for Ridge Apartments.)

7. **Bid Items**

- a. Results of bid opening on June 15, 2023 at 2:00 p.m. for Whitewood Creek Restoration - Bid Package 1 - Sites 1C, 2A, 2B, 3A, 3B for FEMA Project #123107. RSC Construction - \$7,575,000.00

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Jacobs Restaurant, Inc. at 79 Sherman Street.



- b. Hold public hearing for Outlaw Square Concert: open container in zone 1 and 2 from 3:00 p.m. until 10:00 p.m. on Sunday, July 2; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. to 11:30 p.m. on Sunday, July 2, 2023.
- c. Hold public hearing for Outlaw Square Shootout: street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. on Saturday, July 22 to 1:00 a.m. on Sunday, July 23, 2023.
- d. Hold public hearing for Brule': street closure on Deadwood Street from Main Street to Pioneer Way from noon to 11:30 p.m. on Tuesday, July 25, 2023. Deadwood Street will reopen at 2:00 p.m. to 2:30 p.m. for the Deadwood Reenactment.
- e. Hold public hearing for Harley Davidson Rally Point: open container in Zone 4, Outlaw Square only on Saturday, August 5 through Saturday, August 12 from noon to 10:00 p.m. with exemption of Monday, August 7, 2023 from 3:00 p.m. to 10:00 p.m.;
- f. Hold public hearing for Farmers Market: waiver of vending fees and allow vending on public property on Fridays beginning June 23 through September 29, 2023 at Gordon Park from 3:00 p.m. to 8:00 p.m.
- g. Hold public hearing for Deadwood Live Concert: open container in zone 3 from 5:00 p.m. to 10:00 p.m. on Tuesday, August 8; street closure on Deadwood Street from Main Street to Pioneer Way from 4:00 p.m. on Tuesday, August 8 to 1:00 a.m. on Wednesday, August 9, 2023.
- h. Hold public hearing for Deadwood Live Concert: open container in zone 3 from 5:00 p.m. to 10:00 p.m. on Saturday, September 2; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, September 2 to 1:00 a.m. on Sunday, September 3 and Siever Street closure from 7:00 a.m. on Saturday, September 2 to 1:00 a.m. on Sunday, September 3, 2023.
- i. Set public hearing on July 3 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine and Cider transfers from Miriam Quiroz Diaz to Miquel Soto dba Michelle's Tacos Deadwood at 622 Main Street

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1372 to Rescind Ordinance #1364 and #1355, Ordinances regarding the use of property as Short-Term Rentals in all Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use and Park Forest Zoning Districts of the City of Deadwood.
- b. Second Reading Ordinance # 1373 Budget Supplement #3 for 2023
- c. Resolution 2023-16 Dissolve The Lodge TIF #6
- d. Act as Board of Adjustment and approve/deny Final Revised Plat of Creating Property Lines - Stage Run - Deadwood Stage Run, LLC (William Pearson) Legally Describes as: Plat of Lots 11 Revised, 12 Revised, 13 Revised, 14 Revised, 18A Revised, 20 Revised, 30 Revised and 31A Revised, Block 2 of Palisades Tract of

Deadwood Stage Run Addition to the City of Deadwood Formerly Lot 11, 12, 13, 14, 18A, 20, 30, and 31A, Block 2 all Located in the SW1/4 of Section 14, The SE1/4 of Section 15, the NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota.

- e. Act as Board of Adjustment and approve/deny the final plat for lots in Phase 3 of Stage Run Addition (Williams Pearson). Legally described as: Plat Of Lots 13, 14, 15, Block 3A and Dedicated Public Right of Way of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Formerly Lot 25B, Block 2 and a Portion of Palisades Tract of Deadwood Stage Run Addition all Located in the SW1/4 of Section 14, the SE1/4 of Section 15, the NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.
- f. Act as Board of Adjustments and consider Temporary Vendor Application - 629 Main Street - Ray Drea - Ray Drea Studios LLC
- g. Permission to pay Rosenbauer in the the amount of \$109,300.00 for purchase of 2022 International HV507SFA Chassis which will be used for a custom build firetruck. (To be paid from Fire Dept. Truck Equipment Reserve.)
- h. Permission to enter into contractual agreement for Design Services with Berberich Design in the amount not to exceed \$20,000.00. (To be paid from HP, P&Z, Parks, and Parking & Transportation professional services line items.)
- i. Permission to pay Black Hills Pioneer in the amount of \$20,250.00 for annual renewal of Welcome Center kiosks and mobile app content management. (To be paid from HP Public Education line item.)
- j. Permission to hire Tree Wise Man for Whitewood Creek clean up a portion of creek from low-water crossing to three bridges along US 85 in the amount of \$50,000.00 to be paid by Parks Department (2023 budgeted project).
- k. Permission to upgrade the Denver Pump Station at a cost not to exceed \$59,902.00 from Dakota Pump plus electrical work for a total project cost not to exceed \$70,000.00. (To be paid Water Department Equipement item)
- l. Permission to replace the air conditioning compressor on the RTU at City Hall in the amount of \$5,784.00. The work will be done by Rasmussen Mechanical from the Public Buildings budget.
- m. Permission to pay Rosenbuam's Signs in the amount of \$15,653.09 for four vehicular wayfinding signs. (To be paid out of HP Capital Assets - Wayfinding.)
- n. Permission for the Mayor to sign contract with Complete Concrete Construction for retaining wall project on Broadway.
- o. Permission to hire William Schmidt to pour two pads under the Event Complex in the amount not to exceed \$9,240.00. (To be paid from HP Capital Assets budget.)
- p. Permission to purchase flat bed CM-RD in the amount not to exceed \$5,645.00 from West River Trailer Sales. (To be paid by Parks Equipment budget.)

- q. Permission for Cemetery Sexton to hire a landscaping company in amount not to exceed \$20,000.00 for routine work needed in Mount Moriah and St. Ambrose cemeteries.

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

- a. Raffle permit received from Northern Hills Fraternal Order of Police. Drawing will be held August 24, 2023.

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 be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

**REGULAR MEETING, JUNE 5, 2023**

The Regular Session of the Deadwood City Commission convened on Monday, June 5, 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 Matthew Naasz, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Todd seconded to approve the minutes May 15, 2023. Roll Call: Aye-All. Motion carried.

**MAY, 2023 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$24,431.29; PUBLIC BUILDINGS, \$6,464.14; POLICE, \$68,186.07; FIRE, \$5,479.08; BUILDING INSPECTION, \$4,852.40; STREETS, \$33,789.65; PARKS, \$31,641.05; LIBRARY, \$8,273.79; RECREATION CENTER, \$20,115.38; HISTORIC PRESERVATION, \$24,377.81; WATER, \$18,470.50; MT. MORIAH, \$229.28; PARKING METER, \$12,668.65; TROLLEY, \$15,395.18; PARKING RAMP, \$3,097.00. **PAYROLL TOTAL: \$281,163.55.**

**MAY, 2023 PAYROLL PAYMENTS:**

Internal Revenue Service, \$67,962.24; S.D. Retirement System, \$31,417.96; Delta Dental, \$3,478.68.

**APPROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the June 5, 2023 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	553.81
A & I DISTRIBUTORS	SUPPLIES	334.47
A & J SUPPLY	SUPPLIES	655.00
ABI ATTACHMENTS	SUPPLIES	3,896.80
ACE HARDWARE	SUPPLIES	72.81
ADAMS MUSEUM & HOUSE	OPERATNG	95,000.00
AMAZON CAPITAL	SUPPLIES	1,979.08
AMERICAN RED CROSS	SUPPLIES	204.00
ANCESTOR CONCRETE	PROJECT	6,150.00
ATCO INTERNATIONAL	SUPPLIES	255.00
BIG STATE INDUSTRIAL SUPPLY	SUPPLIES	339.20
BITTING, JEFF	REIMBURSEMENT	30.10
BH CHEMICAL	SUPPLIES	3,206.74
BH LIBRARY	FEE	11.84
BH SPECIAL SERVICE	CLEANING	5,000.00
BH WINDOW CLEANING	CLEANING	345.00
BLUEPEAK	SERVICE	4,247.80
BOMGAARS	SUPPLIES	55.98
BUTLER MACHINERY	SUPPLIES	12,533.24
CAPFIRST EQUIPMENT FINANCE	PAYMENT	36,882.10
CENTURY BUSINESS PRODUCTS	CONTRACT	554.38
CHAINSAW CENTER	SUPPLIES	1,993.00
CULLIGAN	SUPPLIES	144.75
CURTIS BLUE LINE	SUPPLIES	85.25
DEADWOOD ALIVE	MAY	20,000.00
DEADWOOD CHAMBER	BILL LIST	187,990.34
DEADWOOD CHAMBER - OUTLAW	BID #9	86,853.58
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	MAGAZINE	1,071.05
FIRST INTERSTATE BANK	TIF #6	280,835.72
FIRST NET	SERVICE	240.24
GALLS	SUPPLIES	256.99
GENPRO ENERGY SOLUTIONS	SERVICE	1,238.30
GOLDEN WEST	SRVICE	262.50
HAWKINS	SUPPLIES	1,167.08
HOMETOWN MANUFACTURING	SUPPLIES	572.41
IDENTISYS	SUPPLIES	673.40
JACOBS WELDING	SERVICE	1,883.02
JAKE'S COLLISION REPAIR	REPAIR	3,697.08
JOHN REID & ASSOCIATES	SERVICE	630.00
JOHNSON, KATE	TOPSOIL	3,000.00
KUBOTA LEASING	PAYMENT	1,629.12
KUCHENBECKER, KEVIN	REIMBURSEMENT	54.00
LANDSCAPE FORMS	SUPPLIES	592.00
LIBERTY NATIONAL BANK	TIF #9	221.88
LOOKOUT PLAN + CODE	SERVICE	1,563.20
LOU LOU'S BOMBDIGGITIES	SUPPLIES	14.00
MARCO	CONTRACT	164.98
MCGRATH, RHONDA	REIMBURSEMENT	100.00
MEGUIRE CHEMICAL SOLUTIONS	SUPPLIES	1,360.00
MERCEDES-BENZ FINANCIAL	PAYMENT	131,145.72
MICROSOFT	SERVICE	738.09
MIDWEST TAPE	SUPPLIES	26.24
MILE UP MARKETING SOLUTION	BID 8	489.90
MOBOTREX	SUPPLIES	800.00

**REGULAR MEETING, JUNE 5, 2023**

MOHR, TRENT	REIMBURSEMENT	54.00
MONSTERS OF DESTRUCTION	BID #8	25,000.00
MDU	SERVICE	7,285.96
MS MAIL	SERVICE	1,293.89
MUTUAL OF OMAHA	INSURANCE	240.30
NELSON, GREG	REIMBURSEMENT	104.90
NORTHERN HILLS ALLIANCE	ALLOCATION	3,000.00
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHWEST PIPE FITTINGS	SUPPLIES	551.80
OSWALD ENTERTAINMENT GROUP	BID #8	25,000.00
OTIS ELEVATOR	MAINTENANCE	835.05
PACTOLA	BID #11	68,951.67
PETTY CASH	FINANCE	155.19
QUADIENT LEASING USA	PAYMENT	245.46
QUIK SIGNS	SUPPLIES	767.25
RAPID SPA	SERVICE	597.99
RASMUSSEN	SERVICE	21,259.07
REISER, JOHN	REIMBURSEMENT	54.00
S AND C CLEANERS	CLEANING	9,473.00
SCHLOSSER CONSTRUCTION	PROJECT	8,670.00
SCHMIDT, WILLIAM	PROJECT	2,470.00
SCHNERINGER, CINDY	REIMBURSEMENT	321.94
SCOTT PETERSON MOTORS	REPAIR	1,289.35
SD PUBLIC HEALTH LAB	TESTING	15.00
SD SCHOOL OF MINES	SCHOLARSHIP	1,000.00
SOUTHSIDE OIL	ANTIFREEZE	18,282.00
STURDEVANT'S	SUPPLIES	1,359.16
STURGIS RESPONDER SUPPLY	UNIFORMS	6,567.34
SUMMIT SIGNS	SUPPLIES	315.00
TEAM LABORATORY CHEMICAL	SUPPLIES	246.50
THE LORD'S CUPBOARD	RECYCLING	256.16
TOMS, DON	PROJECT	600.00
TWIN CITY HARDWARE	SUPPLIES	1,574.98
TWIN CITY HARDWARE	GRANTS	755.70
ULINE	SUPPLIES	298.58
UNIVERSITY OF DENVER	SCHOLARSHIP	1,000.00
VANWAY TROPHY	SUPPLIES	117.50
VERIZON CONNECT	SERVICE	92.95
VERIZON WIRELESS	SERVICE	747.65
VIEHAUSER ENTERPRISES	SERVICE	80.00
WATER GEAR	SUPPLIES	206.39
WELLMARK	INSURANCE	41,691.03
WEM	BID #8	6,000.00
WESTERN DAKOTA TECH	SCHOLARSHIP	500.00
WHEELS	CLAIM	170.20

Total \$ 1,173,330.65

**ITESMS FROM CITIZENS ON AGENDA****Proclamation**

The Mayor read a proclamation declaring June 9, 2023 as Ronda Morrison Day in the City of Deadwood. Commission and Dept. Heads thanked her for her years of service to the City.

**Recognition**

Mayor Ruth Jr. stated Deadwood received SD Dept. of Environment and natural Resources award for Drinking Water Excellence for twenty-two (22) consecutive years of supplying safe drinking water to the public and thanked the following system operation specialists: Cory Percy and Steven Henderson.

**Service Awards**

Asst. Finance Officer Morrison presented certificates to the following employees: John Tridle for 20 years of service; Sonya Papousek for 10 years of service. Commission thanked each of them for their time.

**CONSENT**

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

- A. Permission to approve consulting services from Ronda Morrison at \$40.00 per hour, as needed. (To be paid from Finance Professional Services.)
- B. Permission to hire Jeramy Russell as full time Rec Center Director at \$27.00 (D17 rank) per hour effective June 6, 2023 pending pre-employment screening.
- C. Permission to hire Mckenzi Kossan as Community Service Officer at \$19.00 per hour (D9 rank) effective June 19, 2023 pending pre-employment screening.
- D. Permission to increase pay for Police Officer Trevor Houska from \$25.08 to \$27.85 per hour effective June 2, 2023, after graduating and becoming certified from the Police Academy.
- E. Permission to accept resignation from police officer Kurt Nolan effective May 26, 2023.

**REGULAR MEETING, JUNE 5, 2023**

- F. Permission to advertise in-house for 5 days and in official newspaper for one full-time police officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified.)
- G. Permission to accept resignation from Rec Center employee Tanner Ruth effective April 29, 2023
- H. Accept resignation from Archives Intern Nick Melius effective May 25, 2023
- I. Permission to move John Reiser from Community Service Officer to Police Officer at \$23.22 per hour, effective June 11, 2023 but allow time for training new CSO's.
- J. Permission to advertise in-house for 5 days and in official newspaper for one community service officer position. (\$19.00 per hour.)
- K. Approve updated position descriptions for Building Official, Preservation Coordinator, Archivist Collections Manager, and HP Administrative Assistant.
- L. Permission to approve new job description for Library Education/Program Coordinator.
- M. Permission to advertise in-house for 5 days and then in official newspaper for Library Education/Program coordinator for 25 hours per week at \$15.57 per hour with 1/2 time benefits.
- N. Permission for the Mayor to appoint James Lee, Streets Superintendent, to the Parking and Transportation Committee and Events Committee. (recommendation from Events Committee)
- O. Resolution 2023-15 Surplus 2004 Ford and sell to Outlaw Square.

**RESOLUTION NO. 2023-15  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold or donated to the following non-profit agencies, allowable under SDCL 6-5-2.

**2004 Ford F250 - VIN#1FTNF21S44EC51922 (Sell to Outlaw Square for \$250.00)**

Dated this 15th day of May, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- P. Proclamation declaring Tuesday, May 23, 2023 as Ron Burns Day in the City of Deadwood.
- Q. Permission to approve 2022 and 2023 abatement request for Lawrence County parcels 30970-00030-025-00 and 30970-00030-025-00. (Claim Jumper's Lot 25)
- R. Permission for Mayor to sign annual agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$400.00 per month.
- S. Permission for Mayor to sign annual agreement with Red Road, Inc. (Sean Covell) for office space at History and Info Center at cost of \$350.00 per month, excluding parking.
- T. Permission for Mayor to sign annual parking lease with Conrad Companies for two (2) parking spots located on Siever Street for a total of \$150.00 per month plus tax.
- U. Permission for Mayor to sign agreement with S&C Cleaners for cleaning services for thirteen City municipal facilities as listed in agreement.
- V. Permission for Mayor to sign agreement with Deadwood Chamber for use of Welcome Center.
- W. Permission for Mayor to sign agreement with Deadwood Chamber for Event Center Management.
- X. Permission for Mayor to sign agreement with Deadwood Chamber for operations and management of Outlaw Square.
- Y. Permission to accept Change Order #1 from Corr Construction Services, Inc. for Timm Lane Bridge Project at no cost and no additional time to use temporary steel bridge vs. temporary 60" culverts for temporary creek crossing.
- Z. Acknowledge Mayor's signature on electric easement with Black Hills Power, Inc. for overhead / underground power for work associated with the Timm Lane Bridge project.
- AA. Acknowledge annual check from BID #7 Fund to ZCN, LLC (Deadwood Mountain Grand) per contract in the amount of \$550,000.00.
- BB. Recommendation from Event Committee to adopt updated Special Event Permit Application to include section for open container and updated insurance information.
- CC. Renew Grant Software Subscription with Foundant Technologies 2023/2024 in the Amount of \$10,800.00 to be paid out of the Professional Services Revolving Loan Line item

**REGULAR MEETING, JUNE 5, 2023****PUBLIC HEARINGS****Shell Rotella Calendar Photo and Filming**

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Johnson seconded to approve street closure on Main Street from intersection of Volin Street and Lower Main Street (archway) from 6:15 a.m. to 7:30 a.m. and Wall to Deadwood from 7:45 a.m. to 9:15 a.m. and use of the Gateway Park parking lot from 9:15 a.m. to 11:15 a.m. on Sunday, June 11, 2023. The Parking and Transportation Committee recommended approval on May 25, 2023. Roll Call: Aye-All. Motion carried.

**Set**

Struble moved, Martinisko seconded to Set public hearing on June 19 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Jacobs Restaurant, Inc. at 79 Sherman Street. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on June 19 for Outlaw Square Concert. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on June 19 for Outlaw Square Shoutout. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on June 19 for Brule. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on June 19 for Farmers Market. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on June 19 for Harley Davidson Rally Point. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on June 19 for Deadwood Live Concert. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on June 19 for Deadwood Live Concert. Roll Call: Aye-All. Motion carried.

**OLD BUSINESS****Amendment**

Requested to move to new business.

**NEW BUSINESS****Public Art**

Historic Preservation Officer Kuchenbecker stated this is a request from Rocksino by Hard Rock to put public artwork on the corner of Main Street and Deadwood Street. Marc Oswald, Partner of Rocksino, presented artwork of the mandolin and spoke about Rocksino. Resident and business owner Jill Weber asked why the jail cell is not going in that location. Commissioner Johnson spoke about the Public Art Committee, and they would like to put historical people on Main Street and Sherman Street, such as Seth Bullock, Calamity Jane. Commissioner Martinisko encourages Oswald to work with the Public Art Committee. Teresa Hamilton, Todd Weber and Ken Gienger spoke against. Commissioner Todd has concerns such as safety and cannot support this request. Commissioner Struble agrees with fellow Commissioners. Mayor Ruth Jr. believes everyone will agree that music is part of Deadwood's history, but it would become a safety issue if there were that many people standing in front taking pictures. He encourages Oswald to utilize the artwork in his property or find another location. After discussion, Martinisko moved, Johnson second to deny request for placing public art in the form of a mandolin from Rocksino by Hardrock on City owned property on the corner of Main Street and Deadwood Street near 685 Main Street. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, JUNE 5, 2023****First Reading**

Historic Preservation Officer Kuchenbecker spoke about the Ordinance rescinding the moratorium. Martinisko moved, Struble seconded to approve first reading of Ordinance #1372 to Rescind Ordinance #1364 and #1355, Ordinance regarding the use of property as Short-Term Rentals in all Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use and park Forest Zoning Districts of the City of Deadwood. Roll Call: Aye-All. Motion carried.

**First Reading**

Finance Officer McKeown spoke about the supplement to pay off the freightliner to apply for the rebate with SD DENT-AQ Program, which was approved at the last meeting. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1373 Budget Supplement #3 for 2023. Roll Call: Aye-All. Motion carried.

**Pay**

Public Works Director Stalder spoke about the project. Struble moved, Todd seconded to pay Towey Design Group for Task 2 of City of Deadwood Water Modeling Study in the amount of \$10,976.17. (To be paid by Water Professional Services Budget.) Roll Call: Aye-All. Motion carried.

**Hire**

Parking and Transportation Director Lux spoke about the project. Johnson moved, Martinisko seconded to hire Straight Line Striping to stripe designated parking lots and city streets in the amount not to exceed \$22,446.12. (To be paid split from Streets and P&T budgets based on project.) Roll Call: Aye-All. Motion carried.

**Purchase**

Police Chief Shafer spoke about the purchase. Struble moved, Todd seconded to allow police department to purchase 3 radios (2 portable and 1 mobile) from Rushmore Communications Inc. in amount not to exceed \$5,521.44, state bid pricing. (To be paid from Police Equipment.) Roll Call: Aye-All. Motion carried.

**Amendment**

McKeown spoke about the amendment. Martinisko moved, Johnson seconded to allow Mayor to sign Amendment to the Professional Services Agreement with JLG Architects for the Walker Consultants Parking Study. (Originally approved by Commission on October 17, 2022.) Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

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

**ADJOURNMENT**

Struble moved, Martinisko seconded to adjourn the regular session at 6:01 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, June 19, 2023 at 5:00 p.m.

After coming out of executive session at 6:26 p.m.

Martinisko moved, Johnson seconded to hire Cindy Schneringer as Zoning Coordinator at \$24.00 per hour (D14 rank) effective June 11, 2023. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to advertise in-house for 5 days and in official newspaper for Administrator Assistant at \$20.00-\$22.00 per hour (D10-D12 rank) depending on education, experience and qualifications. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to increase pay for Paxton Witt from \$19.00 to \$20.50 per hour (D10++ rank) effective June 11, 2023 due to welding certification. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JUNE 5, 2023**

Martinisko moved, Johnson seconded to advertise in-house for 5 days and in official newspaper for Equipment Mechanic at \$24.00-\$26.00 per hour (D14-D16 rank) depending on education, experience and qualifications. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to advertise in-house for 5 days and in official newspaper for Streets Operator/Laborer at \$21.00-\$23.00 per hour (D11-D13 rank) depending on education, experience and qualifications. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble second to adjourn.

ATTEST:

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

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

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

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

PACKET: 06221 COMBINED - 6/20/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-06/12/23	101-3000-202	LIQUOR LICENS MALT BEV LICENSE-JACOBS REST.	000000	150.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						150.00
01-0418	BLACK HILLS PIONEER					
		I-313 - 2023	101-4111-423	PUBLISHING MINUTES - 4/17/23	000000	144.61
		I-327 - 2023	101-4111-423	PUBLISHING NOH - BEV LIC TRSFS/FRANKLIN	000000	22.81
		I-328 - 2023	101-4111-423	PUBLISHING NOH - BEV LIC TRSF/SILVERADO	000000	23.78
		I-329 - 2023	101-4111-423	PUBLISHING NOH - SUMMER KICKOFF CONCERT	000000	16.01
		I-330 - 2023	101-4111-423	PUBLISHING NOH - ALL IN ONE MTRCROSS	000000	16.98
		I-331 - 2023	101-4111-423	PUBLISHING NOH - NAJA SHRINERS	000000	13.10
		I-332 - 2023	101-4111-423	PUBLISHING NOH - HOLISTIC FAIR	000000	14.56
		I-333 - 2023	101-4111-423	PUBLISHING NOH - BEV B'S POKER RUN	000000	12.13
		I-334 - 2023	101-4111-423	PUBLISHING NOH - NAJA BEER-A-THON	000000	16.50
		I-384 - 2023	101-4111-423	PUBLISHING NOTICE TO BID - WHITEWOOD CRK	000000	34.94
		I-386 - 2023	101-4111-423	PUBLISHING MINUTES - 5/1/23	000000	228.08
		I-388 - 2023	101-4111-423	PUBLISHING NOH - PHOTO SHOOT ST CLOSURE	000000	13.10
		I-389 - 2023	101-4111-423	PUBLISHING ORD.#1371-AMEND CITY OFFICERS	000000	67.45
01-4625	FIB CREDIT CARDS					
		I-FINANCECCDS5/31/23	101-4111-426	SUPPLIES MTG.SUPPLIES - COMMISSION	000000	42.70
				DEPARTMENT 111	COMMISSION	TOTAL:
						666.75
01-0826	LAWRENCE CO. AUDITOR					
		I- 06/02/23	101-4130-422	PROFESSIONAL 4/11/23 ELECTION EXPENSES	000000	582.94
01-1743	LEAD-DEADWOOD SCHOOL DI					
		I-06/13/23	101-4130-422	PROFESSIONAL 2023 ELECTION EXPENSES	000000	11.21
				DEPARTMENT 130	ELECTIONS	TOTAL:
						594.15
01-2394	GUNDERSON, PALMER, NELS					
		I-125666	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,965.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						1,965.00
01-1838	RAMKOTA HOTEL					
		I-10864U - Rm 2148	101-4142-427	TRAVEL HR/FO TRAINING - M.GEPPART/FIN	000000	315.00
		I-108701 - RM 2142	101-4142-427	TRAVEL HR/FO TRAINING - MCKEOWN/FIN.	000000	315.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-1430	101-4142-422	PROFESSIONAL TESTING	000000	108.00
		I-1472	101-4142-422	PROFESSIONAL TESTING	000000	203.25

PACKET: 06221 COMBINED - 6/20/23

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-FINANCECCDS5/31/23	101-4142-426	SUPPLIES OFC.SUPPLIES - FINANCE	000000	13.25
		I-FINANCECCDS5/31/23	101-4142-426	SUPPLIES FINANCE SUPPLIES	000000	89.60
DEPARTMENT 142 FINANCE					TOTAL:	1,044.10

01-0429	BLACK HILLS ENERGY					
		I-POWER 05/31/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	17.85
		I-POWER 05/31/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	49.72
		I-POWER 05/31/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 05/31/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.02
		I-POWER 05/31/23	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 05/31/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	311.51
		I-POWER 05/31/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	99.31
		I-POWER 05/31/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	27.61
		I-POWER 05/31/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.17
		I-POWER 05/31/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	467.84
		I-POWER 05/31/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	67.95
		I-POWER 05/31/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,869.11
		I-POWER 05/31/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.36
		I-POWER 05/31/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,506.19
		I-POWER 05/31/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	49.28
		I-POWER 05/31/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	909.93
		I-POWER 05/31/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	192.17
		I-POWER 05/31/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	74.12
		I-POWER 05/31/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	24.76
		I-POWER 05/31/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	291.46
		I-POWER 05/31/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	110.99
		I-POWER 05/31/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	285.95
		I-POWER 05/31/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,399.67
		I-POWER 05/31/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST-SNOWCROSS	000000	15.00
		I-POWER 05/31/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.43
		I-POWER 05/31/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	634.72
		I-POWER 05/31/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	235.59
		I-POWER 05/31/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	26.88
		I-POWER 05/31/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.56
		I-POWER 05/31/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	154.43
		I-POWER 05/31/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	62.44
		I-POWER 05/31/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	203.96
		I-POWER 05/31/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	51.40
		I-POWER 05/31/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	36.80
		I-POWER 05/31/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	25.92
		I-POWER 05/31/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN ST	000000	332.42
		I-POWER 05/31/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	75.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	54.07
		I-POWER 05/31/23	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	55.25

PACKET: 06221 COMBINED - 6/20/23

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		continued			
		I-POWER 05/31/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	382.17
		I-POWER 05/31/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	500.88
		I-POWER 05/31/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,102.45
		I-POWER 05/31/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	42.84
		I-POWER 05/31/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	110.43
		I-POWER 05/31/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.56
		I-POWER 05/31/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	27.75
		I-POWER 05/31/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.44
		I-POWER 05/31/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	103.79
		I-POWER 05/31/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	26.16
		I-POWER 05/31/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	260.19
		I-POWER 05/31/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	27.61
		I-POWER 05/31/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,032.65
		I-POWER 05/31/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	84.18
		I-POWER 05/31/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	421.98
		I-POWER 05/31/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	38.51
		I-POWER 05/31/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	128.87
		I-POWER 05/31/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	57.08
		I-POWER 05/31/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	548.81
		I-POWER 05/31/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	16.96
		I-POWER 05/31/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	470.15
		I-POWER 05/31/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	65.35
		I-POWER 05/31/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	915.45
		I-POWER 05/31/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	21.88
		I-POWER 05/31/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.03
		I-POWER 05/31/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.49
		I-POWER 05/31/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 05/31/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	57.48
		I-POWER 05/31/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	314.71
		I-POWER 05/31/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	109.67
		I-POWER 05/31/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	720.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	30.00
		I-POWER 05/31/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	721.97
		I-POWER 05/31/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,393.67
		I-POWER 05/31/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	31.63
		I-POWER 05/31/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	33.32
		I-POWER 05/31/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	75.32
		I-POWER 05/31/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	530.60
		I-POWER 05/31/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	546.70
		I-POWER 05/31/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.13
		I-POWER 05/31/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	102.99
		I-POWER 05/31/23	101-4192-428	UTILITIES 767 MAIN ST	000000	20.27
		I-POWER 05/31/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00
		I-POWER 05/31/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.24
		I-POWER 05/31/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	16.69
		I-POWER 05/31/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.37
		I-POWER 05/31/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	1,323.45-

PACKET: 06221 COMBINED - 6/20/23

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-06/02/23 CONSUMP	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	37.42
		I-06/02/23 CONSUMP	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.19
		I-06/02/23 CONSUMP	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	30.65
		I-06/02/23 CONSUMP	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	37.25
		I-06/02/23 CONSUMP	101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	32.42
		I-06/02/23 CONSUMP	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	25.17
		I-06/02/23 CONSUMP	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	42.83
		I-06/02/23 CONSUMP	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	57.12
		I-06/02/23 CONSUMP	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	289.88
		I-06/02/23 CONSUMP	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-06/02/23 CONSUMP	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	81.44
		I-06/02/23 CONSUMP	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	71.41
01-1230	INTERSTATE ALL BATTERY					
		I-1901002023839	101-4192-425-13	REPAIRS - REC SLA1116IB 12 18 SLA NB/REC CEN	000000	214.80
01-1266	WELLS PLUMBING & FARM S					
		I-1-4000226-01	101-4192-425-24	REPAIRS - OUT PIPE-COUPLING-PVC TEE/OSQ	000000	90.02
01-1411	BARRY'S ELECTRIC SERVIC					
		I-10776	101-4192-425-03	REPAIRS - BAL RESTORE POWER-ELEMENT/BALLFIEL	000000	165.00
01-1502	BLACK HILLS CHEMICAL					
		I-247868	101-4192-426	SUPPLIES BLEACH-TP-TOWEL-GARB BAGS/PB	000000	574.76
01-1626	SERVALL UNIFORM AND LIN					
		I-0772753	101-4192-422-07	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/FIRE	000000	41.33
		I-0772754	101-4192-422-10	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/LIBRARY	000000	39.23
		I-0772766	101-4192-422-11	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/PARKS	000000	41.55
		I-0772767	101-4192-422-15	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/TROLLEY	000000	52.12
		I-0772768	101-4192-422-14	PROFESSIONAL MATS-MOPS-LINEN-TOWELS/STRTS	000000	62.01
		I-0773960	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	39.50
		I-0773961	101-4192-422-08	PROFESSIONAL- MATS-MOPS-LINEN-TOWELS/HISTORY	000000	55.48
		I-0773962	101-4192-422-04	PROFESSIONAL MATS-MOPS-LINEN-TOWELS/CITY	000000	176.87
		I-0773963	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	90.70
		I-0778468	101-4192-422-07	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/FIRE HA	000000	41.33
		I-0778469	101-4192-422-10	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/LIBRARY	000000	38.37
		I-0778482	101-4192-422-11	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/PARKS	000000	41.55
		I-0778483	101-4192-422-15	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/TROLLEY	000000	52.12
		I-0778484	101-4192-422-14	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/STRTS	000000	62.01

6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN		continued			
		I-0779539	101-4192-422-21	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/WELCOME	000000	39.50
		I-0779540	101-4192-422-08	PROFESSIONAL- MOPS-MATS-LINEN-TOWELS/HISTORY	000000	55.48
		I-0779541	101-4192-422-04	PROFESSIONAL MOPS-MATS-LINEN-TOWELS/CITY HA	000000	173.12
		I-0779542	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	90.70
01-3151	KONE CHICAGO					
		I-871057906	101-4192-422-17	PROFESSIONAL- MAY ELEVATOR MAINT/DAYS MUS	000000	183.77
01-4057	VIEHAUSER ENTERPRISES,					
		I-46004	101-4192-426-17	SUPPLIES - DA ASSA 140 KEY CUT/DAYS MUSEUM	000000	32.00
01-4625	FIB CREDIT CARDS					
		I-05/31/23 PUB BLDGS	101-4192-425-07	REPAIRS - FIR SPEARFISH BUILDING SUPPLY/FIRE	000000	246.26
		I-05/31/23 PUB BLDGS	101-4192-425-17	REPAIRS-DAYS WALMART/DAYS MUSEUM	000000	25.75
		I-FINANCECCDS5/31/23	101-4192-426-04	SUPPLIES - CI CITY HALL SUPPLIES	000000	21.50
01-4711	AMAZON CAPITAL SERVICES					
		I-17HR-69VR-1F3X	101-4192-425-04	REPAIRS - CIT 3 PACK REPLACE REPAIR KIT/CITY	000000	33.99
		I-1JKJ-CP1K-FD1H	101-4192-425-17	REPAIRS-DAYS (2) SHOWER HEAD HOLDER/DAYS	000000	49.30
		I-1QG3-KKKN-G34F	101-4192-426-22	SUPPLIES - MT ZURN INSIDE PLASTIC COVER/MM	000000	21.63
01-4944	QUADIANT FINANCE USA, I					
		I-06/13/23	101-4192-426	SUPPLIES REFILL POSTAGE METER - PUB BLD	000000	500.00
01-4957	ONSITE FIRST AID, LLC					
		I-2542	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	118.70
		I-2543	101-4192-422-21	PROFESSIONAL FIRST AID SUPPLIES/WELCOME CEN	000000	86.68
01-4960	THE PLUMBER INC					
		I-20113461	101-4192-425-19	REPAIRS - GAT REPLACE FLUSHOMETER/GATEWAY	000000	681.00
		I-20113477	101-4192-425-22	REPAIRS - MT. REPAIR LEAKING URINAL/MT MORIA	000000	508.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	32,506.08
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-411884	101-4193-422	PROFESSIONAL EMAIL SECUR, BKUP,WKSTNS	000000	2,449.50
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	2,449.50
01-0467	CULLIGAN OF THE BLACK H					
		I-0018562	101-4210-424	RENTALS 5GAL BOTTLED WATER,COOLER RENT	000000	75.75
01-1410	WESTERN COMMUNICATIONS,					
		I-18732	101-4210-434	MACHINERY/EQU DEMO SPEAKER, BATTERY - PD	000000	242.10
01-3060	QUIK SIGNS					



6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3060	QUIK SIGNS	continued				
		I-JOB #41191	101-4210-425	REPAIRS VEHICLE GRAPHICS - POLICE	000000	602.36
01-3190	SD SHERIFFS' ASSOCIATIO					
		I-23-0010476	101-4210-422	PROFESSIONAL REGIS-SD SHERIFFS/POLICE CONF	000000	170.00
01-3829	FED EX					
		I-8-148-07335	101-4210-426	SUPPLIES SHIPPING FEES - PD	000000	17.68
01-4317	VIGILANT BUSINESS SOLUT					
		I-1430	101-4210-422	PROFESSIONAL TESTING	000000	108.00
		I-1472	101-4210-422	PROFESSIONAL TESTING	000000	203.25
01-4625	FIB CREDIT CARDS					
		I-05/31/23 PUB BLDGS	101-4210-426	SUPPLIES ATV TRACK SYSTEMS/POLICE	000000	124.95
01-5034	STURGIS RESPONDER SUPPL					
		I-2227	101-4210-426	SUPPLIES FLASHLT,GLOVES,BAG,KEYS - PD	000000	300.79
				DEPARTMENT 210 POLICE	TOTAL:	1,844.88
01-0442	IAFC					
		I-SLS ORDER#00260011	101-4221-422	PROFESSIONAL MEMBERSHIP RENEWAL-9/23-8/24	000000	215.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1402017	101-4221-426	SUPPLIES VALVE ASSY-RESCUE#3,FILTERS-FD	000000	97.60
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-05/17/23 KNOX CO	101-4221-434	MACHINERY/EQU REIMBS-ETHERNET,CLOUD LICENSE	000000	1,730.00
		I-5/9/23-EVENTBRITE	101-4221-427	TRAVEL REIMBS.-FIRE DISCIPLINE COURSE	000000	55.20
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	2,097.80
01-0186	ALPINE IMPRESSIONS					
		I-24555	101-4232-426	SUPPLIES PRINT-EMBROIDERY/BLDG INSP	000000	30.00
01-1838	RAMKOTA HOTEL					
		I-05/11/23 STATEMENT	101-4232-427	TRAVEL LODGING SODACE CONF/BI	000000	348.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	378.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0018458	101-4310-426	SUPPLIES (7) 5 GAL BOTTLED WATER/STRTS	000000	24.50
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-63837	101-4310-425	REPAIRS (10) U-CHANNEL POSTS/STREETS	000000	315.00

6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0677	LAWSON PRODUCTS, INC.					
		I-9310642941	101-4310-426	SUPPLIES 5 GA CONCRET PTCH TRACTITE/STR	000000	497.25
		I-9310661587	101-4310-424	RENTALS TORRENT MONTHLY RENTAL/STRTS	000000	200.00
01-1500	A & B WELDING					
		I-01072538	101-4310-426	SUPPLIES ACETYLENE CYLINDER/STREETS	000000	104.85
01-1515	RAPID DELIVERY					
		I-05/31/23 STATEMENT	101-4310-422	PROFESSIONAL INV 480074, 480083, 480090/STR	000000	46.80
01-2715	SPEARFISH BUILDING & SU					
		I-47296	101-4310-425	REPAIRS ANGLE BRUSH-WH- YELL PAINT/STR	000000	303.88
01-3259	INTERSTATE ENGINEERING					
		I-51035	101-4310-422-01	TIMM LANE BRI PRO SRVC 3/30-5/27/23 TIMM LAN	000000	8,133.56
01-3956	ADAMS SALVAGE RECYCLING					
		I-3141	101-4310-426	SUPPLIES CAR TIRE/STREETS	000000	2.87
01-3977	ACE HARDWARE OF LEAD					
		I-032396	101-4310-422	PROFESSIONAL UPS SHIPPING-TRAFFIC CONT/ST	000000	21.97
01-4625	FIB CREDIT CARDS					
		I-05/31/23 PUB WORKS	101-4310-425	REPAIRS STICKY STONE GUN-ADHESIVE/STRT	000000	150.57
01-4711	AMAZON CAPITAL SERVICES					
		C-1X4T-X3V6-3733	101-4310-426	SUPPLIES PORTABLE LABEL MAKER/STRTS	000000	39.43-
01-4857	VERIZON CONNECT					
		I-332000044869	101-4310-422	PROFESSIONAL VEHICLE CAMERA-VIDEO TRACK/STR	000000	57.20
01-5088	EPPICO/RODMAN					
		I-0000221766	101-4310-426	SUPPLIES SCREWDRIVER SET-WELD-CABLE/STR	000000	1,263.08
		I-0000222058	101-4310-426	SUPPLIES WRENCH SET-RECIP BL-BATTERY/ST	000000	1,098.53
01-5089	JERRY GREER'S ENGINEERI					
		I-1-69269	101-4310-422	PROFESSIONAL MOUNT-BALANCE TIRES/STRTS	000000	65.00
					DEPARTMENT 310 STREETS	TOTAL: 12,245.63
01-4630	SANDER SANITATION SERVI					
		I-05/31/23 STATEMENT	101-4320-422	PROFESSIONAL MAY RESIDENTIAL GARBAGE	000000	12,825.48
					DEPARTMENT 320 SANITATION	TOTAL: 12,825.48
01-0213	TRUGREEN CHEM-LAWN					
		I-176677839	101-4370-422	PROFESSIONAL LAWN SERVICE/OAKRIDGE CEMET	000000	1,746.65

6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 370 OAKRIDGE CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN		continued			
		I-176677840	101-4370-422	PROFESSIONAL LAWN SERVICE/OAKRIDGE	000000	998.04
01-1387	DEADWOOD GRANITE & MARB					
		I-05/25/23 STATEMENT	101-4370-422	PROFESSIONAL MONUMENT-BABY SECTION/OAKRIDGE	000000	4,500.00
01-3562	HAMILTON EXCAVATION					
		I-1077	101-4370-422	PROFESSIONAL GRAVESITE MOVE/OAKRIDGE	000000	1,530.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	8,774.69
01-0213	TRUGREEN CHEM-LAWN					
		I-176677828	101-4520-422	PROFESSIONAL LAWN SERVICE/HARCC-MICK TRAIL	000000	52.01
		I-176677829	101-4520-422	PROFESSIONAL LAWN SERVICE/BULLOCK PARK	000000	93.83
		I-176677830	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	52.01
		I-176677831	101-4520-422	PROFESSIONAL LAWN SERVICE/GORDON PARK	000000	180.96
		I-176677832	101-4520-422	PROFESSIONAL LAWN SERVICE/DAYS OF '76 MUS	000000	135.03
		I-176677833	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	474.63
		I-176677834	101-4520-422	PROFESSIONAL LAWN SERVICE/LIBRARY	000000	55.20
		I-176677835	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM	000000	52.01
		I-176677836	101-4520-422	PROFESSIONAL LAWN SERVICE/HISTORY	000000	55.20
		I-176677837	101-4520-422	PROFESSIONAL LAWN SERVICE/SOFTBALL FIELDS	000000	499.01
		I-176677838	101-4520-422	PROFESSIONAL LAWN SERVICE/RAILROAD PARK	000000	55.18
		I-176677841	101-4520-422	PROFESSIONAL LAWN SERVICE/ST AMBROSE CEMET	000000	743.77
		I-176677842	101-4520-422	PROFESSIONAL LAWN SERVICE/LOWER MAIN	000000	49.58
		I-176677843	101-4520-422	PROFESSIONAL LAWN SERVICE/UP MAIN-FIRE	000000	80.55
		I-176677844	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK	000000	539.22
		I-176677845	101-4520-422	PROFESSIONAL LAWN SERVICE/PLUMA PARK	000000	216.91
01-0418	BLACK HILLS PIONEER					
		I-102195	101-4520-426	SUPPLIES CLASSIFIED JOB POSTING/PARKS	000000	188.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0018530	101-4520-426	SUPPLIES (3) 5 GAL WATER BOTTLE-RENT/PA	000000	36.00
01-0776	ALBERTSON ENGINEERING,					
		I-18977	101-4520-422-01	PROF SERV- FE CR RESTOR CONFORT INN/PARKS	000000	3,850.00
		I-18978	101-4520-422-01	PROF SERV- FE CR RESTOR POWER SOUTH/PARKS	000000	3,005.00
		I-18979	101-4520-422-01	PROF SERV- FE CR RESTOR POWER NORTH/PARKS	000000	1,464.25
		I-18988	101-4520-422-01	PROF SERV- FE WHTWD CR ADDEND #4/PARKS	000000	1,475.81
		I-18995	101-4520-422-01	PROF SERV- FE CR RESTOR POWER PARK/PARKS	000000	3,502.92
01-1424	SOUTHSIDE SERVICE					
		I-TRANS 4350	101-4520-422	PROFESSIONAL SHOP LABOR-KUBOTA TIRES/PARKS	000000	52.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1400034	101-4520-425	REPAIRS (2) BEARING TAPERED ROLLER/PKS	000000	119.08
		I-1402238	101-4520-426	SUPPLIES TRIMMER LINE 5LB/PARKS	000000	63.99

1/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 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
01-2069	BARCO PRODUCTS					
		I-INVRCO26359	101-4520-426	SUPPLIES	MEMORIAL BENCH HANSEN/PARKS	000000 1,220.17
01-3987	EASTMAN, JOANN					
		I-ARBOR DAY EXPENSE	101-4520-426	SUPPLIES	CARDS-SEEDS-STATIONARY/PARKS	000000 343.98
01-4036	SCOTT PETERSON MOTORS O					
		I-6006603/1	101-4520-422	PROFESSIONAL	ENGINE OIL CHG F150 SUPER/PRKS	000000 62.63
01-4317	VIGILANT BUSINESS SOLUT					
		I-1430	101-4520-422	PROFESSIONAL	TESTING	000000 162.00
01-4345	ULINE					
		I-164197703	101-4520-426	SUPPLIES	WASTE CONTAINERS-GLOVES/PARKS	000000 874.83
01-4857	VERIZON CONNECT					
		I-332000044869	101-4520-422	PROFESSIONAL	VEHICLE CAMERA-VIDEO TRACK/PAR	000000 57.20
01-5052	AVID4 ENGINEERING					
		I-J23-123.1	101-4520-422	PROFESSIONAL	GIS TECHNICAL SERVICE RETAINER	000000 736.67
				DEPARTMENT 520	PARKS	TOTAL: 20,549.63
01-0418	BLACK HILLS PIONEER					
		I-102196	101-4640-423	PUBLISHING	CLASSIFIED JOB POSTING/P&Z	000000 105.00
		I-314 - 2023	101-4640-423	PUBLISHING	ORD.#1367 - ZONING/B&B	000000 52.41
		I-315 - 2023	101-4640-423	PUBLISHING	ORD.#1368 - ZONING	000000 35.91
		I-316 - 2023	101-4640-423	PUBLISHING	ORD.#1369 - TITLE 17 ZONING	000000 42.22
		I-317 - 2023	101-4640-423	PUBLISHING	ORD.#1370 - TITLE 17 ZONING	000000 120.35
		I-340 - 2023	101-4640-423	PUBLISHING	NOH - DWD BRD OF ADJUSTMT	000000 28.14
01-1838	RAMKOTA HOTEL					
		I-05/11/23 STATEMENT	101-4640-427	TRAVEL	LODGING SODACE CONF/P&Z	000000 232.00
01-3314	CENTURY BUSINESS PRODUC					
		I-679809	101-4640-426	SUPPLIES	HP/PZ CONTRACT 5/9/23-6/8/23	000000 50.20
01-4566	ALL ASPECTS INC.LAND SU					
		I-2023-095	101-4640-422	PROFESSIONAL	3 PEARL STREET EASEMENT EXHIBI	000000 570.00
01-4711	AMAZON CAPITAL SERVICES					
		I-14CL-L3K3-99KY	101-4640-426	SUPPLIES	HGLHGHTRS STPLR TPE DSP FLG PZ	000000 49.87
01-5052	AVID4 ENGINEERING					
		I-J23-123.1	101-4640-422	PROFESSIONAL	GIS TECHNICAL SERVICE RETAINER	000000 736.66
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 2,022.76
				FUND	101 GENERAL FUND	TOTAL: 100,114.47

6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	I-0018456	206-4550-426	SUPPLIES BOTTLED WATER - 5 GAL./LIBRARY	000000	14.00
01-1562	MIDWEST TAPE, LLC	I-503831793	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	187.16
		I-503873450	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	66.47
01-4711	AMAZON CAPITAL SERVICES	I-1PMT-NY76-CCJY	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	27.00
		I-1RDX-CH3N-7M36	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	118.02
		I-1RDX-CH3N-7M36	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	67.91
01-4814	LEONE, JOSEPH	I-285	206-4550-424	PROGRAMMING LIVE MUSIC PERFORMANCE-7/6-LIB	000000	800.00
DEPARTMENT 550 LIBRARY						TOTAL: 1,280.56
FUND 206 LIBRARY FUND						TOTAL: 1,280.56

1/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 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
01-0418	BLACK HILLS PIONEER	I-05/31/23 STATEMENT	209-4510-423	PUBLISHING REC MGR AD-COM SPONS PGS/REC	000000	350.50
01-1502	BLACK HILLS CHEMICAL	I-246961	209-4510-426	SUPPLIES CLASSIC METERED DISPENSER/REC	000000	104.97
01-2645	HAWKINS INC	I-6490273	209-4510-426	SUPPLIES BTD ORP-PH SENSORS/REC CENTER	000000	647.51
01-2778	BOGNER, KATHRYN	I-13812 MS MAIL	209-4510-426	SUPPLIES SWIM KESSON SCORE SHEETS/REC	000000	143.78
01-2889	ATCO INTERNATIONAL	I-I0614032	209-4510-426	SUPPLIES SEE THRU/REC CENTER	000000	188.30
01-3151	KONE CHICAGO	I-871057905	209-4510-422	PROFESSIONAL MAY ELEVATOR MAINT/REC	000000	176.70
01-3618	KDSJ 980 AM RADIO	I-05/31/23 STATEMENT	209-4510-423	PUBLISHING 30 SECOND AD SPOTS/REC CENTER	000000	255.00
01-3836	MID-AMERICAN RESEARCH C	I-0792061-IN	209-4510-426	SUPPLIES BIG BAD ORANGE FL CLNR/REC	000000	135.32
01-4317	VIGILANT BUSINESS SOLUT	I-1430	209-4510-422	PROFESSIONAL TESTING	000000	162.00
01-4625	FIB CREDIT CARDS	I-05/31/23 PUB BLDGS	209-4510-425	REPAIRS DEVIEW ELECTRONICS/REC CENTER	000000	571.76
01-4711	AMAZON CAPITAL SERVICES	I-1FWF-TMYG-1VQQ	209-4510-426	SUPPLIES SOLAR GENERATOR TRIDLE/REC	000000	467.89
01-5023	CAMPBELL, JOHN	I-06/21/2023	209-4510-422	PROFESSIONAL REIMBSMT - LIFEGUARD CERTIF.	000000	50.00
01-5027	DIRKSEN, JOCELYN	I-06/13/2023	209-4510-422	PROFESSIONAL REIMBSMT - LIFEGUARD CERTIF.	000000	50.00
					DEPARTMENT 510 REC CENTER	TOTAL: 3,303.73
01-4625	FIB CREDIT CARDS	I-053123HP	209-4980-422	PROFESSIONAL CHAMBER PORTION FOR SEATS	000000	617.84
		I-053123HP	209-4980-429	OTHER CITY PORTION FOR SEATS	000000	617.83
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 1,235.67
					FUND 209 BED & BOOZE FUND	TOTAL: 4,539.40

PACKET: 06221 COMBINED - 6/20/23

VENDOR SET: 01

Section 4 Item a.

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3146	ZCN, LLC					
		I-06/14/2023	214-4630-423	MARKETING	BID #7 PAYMENT	000000 550,000.00
				DEPARTMENT 630	BID #7	TOTAL: 550,000.00
				FUND 214	BID #7-OCCUPANCY TAX	TOTAL: 550,000.00



01/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 573 HP HISTORIC INTERPRETATIO  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC	I-061223	215-4573-325	HIST. INTERP. 2023 SDSHS MEMBERSHIP RENEWAL	000000	125.00
01-0451	RUNGE, MIKE	I-053123	215-4573-335	HIST. INTERP. WALMART EXTERNAL HARD DRIVE	000000	53.22
01-0951	DEADWOOD ALIVE	I-1500-23	215-4573-345	HIST. INTERP. June 2023	000000	20,000.00
01-1495	GAYLORD BROS.	I-2819582	215-4573-335	HIST. INTERP. 10 ARTFCT BOX2 10 ARTFCT BOX3	000000	565.98
01-2266	MONTANA HISTORICAL SOCI	I-061223	215-4573-325	HIST. INTERP. 2023 MEMEBERSHIP RENEWAL	000000	55.00
01-2698	WWHA / WILD WEST HISTOR	I-061323	215-4573-325	HIST. INTERP. 2023 MEMBERSHIP	000000	75.00
01-3060	QUIK SIGNS	I-39512	215-4573-335	HIST. INTERP. 14-11X17 COLOR PHOTOCOPIES-ARC	000000	12.60
01-3314	CENTURY BUSINESS PRODUC	I-679808	215-4573-335	HIST. INTERP. ARCHIVE CONTRACT 5/9/23-6/8/23	000000	38.60
01-4106	GADGETS TECHNOLOGY	I-10007515	215-4573-335	HIST. INTERP. EXT HARD DRIVE ADAPTER-ARCHIVE	000000	59.99
01-4625	FIB CREDIT CARDS	I-053123HP	215-4573-330	HIST. INTERP. EBAY 1907 PC CLIFF DWD-HP COLL	000000	31.99
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 21,017.38
01-0776	ALBERTSON ENGINEERING,	I-18992	215-4575-515	GRANT/LOAN RE 458 WILLIAMS RETAINING WALL	000000	100.00
		I-18993	215-4575-515	GRANT/LOAN RE 10 DENVER RETAINING WALL	000000	325.00
01-4174	FOUNDANT TECHNOLOGIES I	I-C-INV27535	215-4575-505	GRANT/LOAN RE GRNT SFTWR RNWL 2023 1ST INSTL	000000	5,400.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 5,825.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-411884	215-4576-600	PROFES. SERV. OFFSITE BKUP,WKSTNS - HP	000000	1,015.00
01-1584	FETERL, RONDA	I-060923	215-4576-630	PROFES. SERV. ZEEB'S FLOWERS FOR BARRELS	000000	101.18

01/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 576 HP PROFESSIONAL SERVICES  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-125666	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	375.00
01-3667	BERBERICH DESIGN	I-002	215-4576-600	PROFES. SERV. VEHICULAR WAYFINDING PRJCT UPD	000000	965.76
01-4503	LIBERTY MUTUAL INSURANC	I-05/30/23#102498390	215-4576-600	PROFES. SERV. LIAB.COVERAGE-OUTLAW SQ BOND	000000	750.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,206.94
01-5038	BRITE IDEAS LLP	I-20237	215-4577-760	CAPITAL ASSET 40 - 14" GLOBES WHITE	000000	2,495.00
		I-20238	215-4577-760	CAPITAL ASSET 40 - 14" GLOBES WHITE	000000	2,495.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						4,990.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-411704	215-4641-422	PROFESSIONAL GIS SCHEMA ISSUE	000000	87.50
01-3314	CENTURY BUSINESS PRODUC	I-679809	215-4641-426	SUPPLIES HP/PZ CONTRACT 5/9/23-6/8/23	000000	50.20
01-4317	VIGILANT BUSINESS SOLUT	I-1430	215-4641-422	PROFESSIONAL TESTING	000000	162.00
01-4345	ULINE	I-163877346	215-4641-426	SUPPLIES 2 36X24X72 BLACK CABINETS - HP	000000	1,038.23
01-4588	ANFINSON, JOHN MARK	I-060723	215-4641-422	PROFESSIONAL CLEAN DIORAMA INTERIOR GLASS	000000	265.00
01-4625	FIB CREDIT CARDS	I-053123HP	215-4641-427	TRAVEL DMG GIS TRAINING LUNCH	000000	35.10
		I-053123HP	215-4641-427	TRAVEL FUEL CODE ENFORCE TRNG PIERRE	000000	42.50
01-4711	AMAZON CAPITAL SERVICES	I-14CF-MT4F-6D3Y	215-4641-426	SUPPLIES ACRYLIC CARD HOLDER RACK	000000	38.99
		I-14CL-L3K3-99KY	215-4641-426	SUPPLIES HGHLGHTRS STPLR TPE DSP FLG HP	000000	49.87
01-5052	AVID4 ENGINEERING	I-J23-123.1	215-4641-422	PROFESSIONAL GIS TECHNICAL SERVICE RETAINER	000000	736.66
01-5069	MICROSOFT	I-G024061557	215-4641-422	PROFESSIONAL AZURE SUPPORT 5/1/23-5/31/23	000000	251.12
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,757.17
FUND 215 HISTORIC PRESERVATION TOTAL:						37,796.4

01/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-2498	CREATIVE IRON WORKS / B	I-17435	216-1310	DUE FROM OTHE 66 TAYLOR RAILING	000000	3,510.21		
01-4877	SCHLOSSER CONSTRUCTION	I-030823-2	216-1310	DUE FROM OTHE 318 WILLIAMS STERNHAGEN RW	000000	8,670.00		
01-4902	CARA MIA LLC	I-52323	216-1310	DUE FROM OTHE 152 CHARLES REIMBURSEMENTS	000000	18,960.00		
01-5075	ODD JOBS	I-1191	216-1310	DUE FROM OTHE 66 TAYLOR	000000	7,448.99		
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	38,589.20	
01-0558	NHS OF THE BLACK HILLS	I-2023-5	216-4653-422	PROFESSIONAL SERVICE CONTRACT 5/2023	000000	3,687.75		
01-1496	LAWRENCE CO. REGISTER O	I-060123	216-4653-960	CLOSING CO 42 WASHINGTON REC FEE	000000	30.00		
01-4707	MERCHANT, ERICA	I-063023	216-4653-962-09	GHOST MURAL G ADAMS BLOCK INTERIOR MURAL CLE	000000	3,750.98		
01-5051	SODAK TITLE	I-OE-0087-23	216-4653-960	CLOSING CO 17 LINCOLN SCHMIDT	000000	120.00		
		I-OE-0264-23	216-4653-960	CLOSING CO O&E 47 FOREST THOMPSON	000000	120.00		
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:	7,708.73	
				FUND	216	REVOLVING LOAN	TOTAL:	46,297.93

01/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 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-0018458	602-4330-426	SUPPLIES (7) 5 GAL BOTTLED WATER/WATER	000000	24.50
01-0539	LEAD-DEADWOOD SANITARY	I-06/02/23 EQR	602-4330-422	PROFESSIONAL EQR 6/1/23 - 6/30/23/WATER	000000	23,198.20
01-0677	LAWSON PRODUCTS, INC.	I-9310661587	602-4330-424	RENTALS TORRENT MONTHLY RENTAL/WATER	000000	200.00
01-1235	BADGER METER, INC.	I-80127391	602-4330-422	PROFESSIONAL BEACON MBL HOSTING SERV/WATER	000000	153.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1104496	602-4330-425	REPAIRS MINI EXCAVATOR RENTAL/WATER	000000	401.50
		I-1104985A	602-4330-425	REPAIRS MINI EXCAVATOR BY FIB/WATER	000000	616.00
01-3314	CENTURY BUSINESS PRODUC	I-679809	602-4330-426	SUPPLIES HP/PZ CONTRACT 5/9/23-6/8/23	000000	50.21
01-3736	METERING & TECHNOLOGY S	I-INV2631	602-4330-426	SUPPLIES (24) 3/4" RUBBER GASKET/WATER	000000	18.14
		I-INV2652	602-4330-426	SUPPLIES (24) M25 GALL 9 DIAL HRE-LCD/W	000000	2,355.29
01-4833	JASSMAN, TROY	I-6707075	602-4330-422	PROFESSIONAL CDL INSTRUCTION PERMIT/WATER	000000	33.00
01-4857	VERIZON CONNECT	I-332000044869	602-4330-422	PROFESSIONAL VEHICLE CAMERA-VIDEO TRACK/WTR	000000	57.20
01-5052	AVID4 ENGINEERING	I-J23-123.1	602-4330-422	PROFESSIONAL GIS TECHNICAL SERVICE RETAINER	000000	736.67
01-5109	SNAP-ON TOOLS	I-0602239720	602-4330-426	SUPPLIES PENTAGON IMP SKT/WATER	000000	52.00
					DEPARTMENT 330 WATER	TOTAL: 27,895.71
					FUND 602 WATER FUND	TOTAL: 27,895.71

PACKET: 06221 COMBINED - 6/20/23  
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
01-0213	TRUGREEN CHEM-LAWN	I-176677827	607-4580-422	PROFESSIONAL LAWN SERVICE/MT MORIAH	000000	998.04
01-3558	DEADWOOD HISTORY, INC.	I-32645	607-4580-426	SUPPLIES COOP ADS 605 MAG JUNE-SEPT/MM	000000	880.00
01-3785	TALLGRASS LANDSCAPE ARC	I-2023-069	607-4580-422	PROFESSIONAL CONSTR DOCS/MM IMPROVEMENTS	000000	2,800.00
01-4317	VIGILANT BUSINESS SOLUT	I-1430	607-4580-422	PROFESSIONAL TESTING	000000	324.00
01-5052	AVID4 ENGINEERING	I-J23-123.1	607-4580-422	PROFESSIONAL GIS TECHNICAL SERVICE RETAINER	000000	736.67
01-5069	MICROSOFT	I-G024061557	607-4580-422	PROFESSIONAL AZURE SUPPORT 5/1/23-5/31/23	000000	251.13
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 5,989.84
					FUND 607 HISTORIC CEMETERIES	TOTAL: 5,989.84

07/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 360 PARKING/TRANSPORTATION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-101437	610-4360-423	PUBLISHING CLASSIFIED JOB LISTING/P&T	000000	121.50
01-1838	RAMKOTA HOTEL	I-05/11/23 STATEMENT	610-4360-427	TRAVEL LODGING SODACE CONF/P&T	000000	464.00
01-4766	IPS GROUP INC	I-INV85306	610-4360-422	PROFESSIONAL CC TRANS-REMOTE FEES-DATA/P&T	000000	2,761.57
		I-INV85402	610-4360-422	PROFESSIONAL PEMS FEES-PTMS FEES/P&T	000000	4,470.61
01-4980	JLG ARCHITECTS	I-22078-8	610-4360-422-03	PROFESSIONAL PRO SRVCS PARKING RAMP/P&T	000000	16,140.00
01-5052	AVID4 ENGINEERING	I-J23-123.1	610-4360-422	PROFESSIONAL GIS TECHNICAL SERVICE RETAINER	000000	736.67
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						24,694.35
01-0510	GOLDEN WEST TECHNOLOGIE	I-412219	610-4361-425	REPAIRS REPAIRS TO WIRELESS SRVCS/TROL	000000	1,657.56
01-0545	LYNN'S DAKOTA MART	I-06/01/23 STATEMENT	610-4361-426	SUPPLIES (6) 24 PACK BOTTLE WATER/TROLL	000000	35.94
01-4036	SCOTT PETERSON MOTORS O	I-5008707	610-4361-425	REPAIRS (3) WIRE ASSY IGNITION/TROLLEY	000000	99.33
01-4317	VIGILANT BUSINESS SOLUT	I-1443	610-4361-422	PROFESSIONAL TESTING - TROLLEY	000000	330.75
01-4347	VERIZON CONNECT NWF, I	I-OSV000003070882	610-4361-422	PROFESSIONAL MAY DATA CONNECT SRVC/TROLLEY	000000	92.95
01-5069	MICROSOFT	I-G024061557	610-4361-422	PROFESSIONAL AZURE SUPPORT 5/1/23-5/31/23	000000	251.13
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						2,467.66
01-0429	BLACK HILLS ENERGY	I-POWER 05/31/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	24.88
01-3151	KONE CHICAGO	I-1158543461	610-4362-425	REPAIRS ELEVATOR REPAIRS/PARKING RAMP	000000	640.16
		I-871057905	610-4362-422	PROFESSIONAL MAY ELEVATOR MAINT/RAMP	000000	176.70
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						841.74
FUND 610 PARKING/TRANSPORTATION TOTAL:						28,003.15

6/16/2023 9:59 AM  
 PACKET: 06221 COMBINED - 6/20/23  
 VENDOR SET: 01  
 FUND : 720 DEPOSITS HELD  
 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
01-4348	WEM, INC	I-06/09/23	720-4000-429	OTHER DEPOS.RFND-MICKELSON MARATHON	000000	1,000.00
01-4943	WESTERN LEGACY FOUNDATI	I-06/08/2023	720-4000-429	OTHER DEPOSIT RFND/BACK WHEN BUCKED	000000	1,100.00
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 2,100.00
					FUND 720 DEPOSITS HELD	TOTAL: 2,100.00



PACKET: 06221 COMBINED - 6/20/23

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MAY-060923	722-2190	AMOUNTS HELD SALES TAX DUE FOR MAY '23	000000	6,701.18
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 6,701.18
				FUND	722 SALES TAX AGENCY	TOTAL: 6,701.18

PACKET: 06221 COMBINED - 6/20/23

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-06/14/2023	723-4000-429	OTHER CITY SLOTS - PYMT 12, YR 2	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:	840,548.86

PACKET: 06216 ADD'L BILL - FIB / TIF PYMTS

VENDOR SET: 01

Section 4 Item a.

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
01-3362		FIRST INTERSTATE BANK								
	I #8200001610-5/1/23	#8200001610 - TIF #6	FNBAP		R	6/13/2023		15,943.69 15,943.69	15,943.69CR	
	I #8200017030 5/1/23	#8200017030 - TIF #8	FNBAP		R	6/13/2023		84,770.90 84,770.90	84,770.90CR	
	I #8200017357 5/1/23	#8200017357 - TIF #10	FNBAP		R	6/13/2023		1,905.12 1,905.12	1,905.12CR	
				REG. CHECK				102,619.71 102,619.71	102,619.71CR 0.00	0.00
-----										

# DEADWOOD

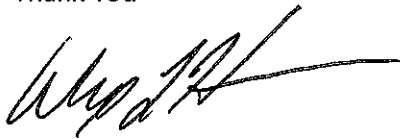
## FIRE DEPARTMENT

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

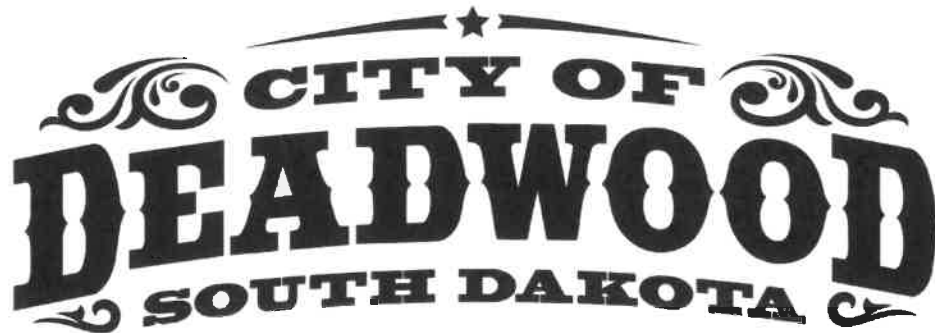
Date: June 13, 2023  
To: Mayor Ruth and  
City Commissioners  
From: Deadwood Volunteer Fire Department  
Reference: Travel to Helena, MT to inspect a Ladder Truck

The Fire Department is requesting permission to send three firefighters, Charles Fetter, Bill Glover, and Paul Robitaille to travel to Helena, Montana, on June 27, 2023, and return on June 28, 2023. They will be using a personnel vehicle for travel. One night stay and two days per diem at a cost not to exceed \$1100.00.

Thank You



Alex L. Hamann  
Fire Chief



## Event Complex Rental and Use Agreement

**Event:** Black Hills Veteran March and Marathon

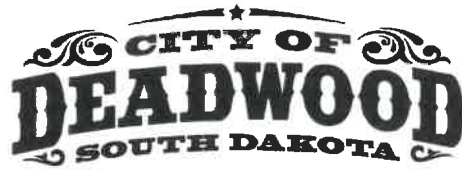
**Date:** 15-16 September 2023

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

# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule.....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview .....	8
• Facilities Use Agreement Indemnification and Insurance Clause .....	9
• Event Sponsor Release and Indemnification Agreement.....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment.....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s).....	13
Building Rental Rules.....	14
Event Complex Parking Requirements .....	15
Responsibilities to and of Concessionaire .....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance .....	18
• General Business within the Complex.....	19
• Signs and Banners.....	20
City Services and Equipment .....	21-22
References.....	23



Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

**Contact Information:**

Name of Applicant: Joshua Wermers

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 10000 Pioneer Ave

City, State Zip: Rapid City, SD 57702

Business Phone: 605-786-2032 Cell Phone: 605-786-2032

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

**Dates Event Complex requested:**

Set up Date(s): 15 September Hour(s): 0900

Event Date(s): 16 September Hour(s): 0630-2000

Clean-up Date(s): 16 September Hour(s): 1800-2000

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

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

**Compliance with Deadwood City Ordinances:**

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

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

**Additional contacts:**

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

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

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

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

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

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

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



# Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

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

**Ticketed Events:**

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

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

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

**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    \$ 500.00 \_\_\_\_\_  
 Baseball Fields    \$ \_\_\_\_\_  
 Parking Lots    \$ \_\_\_\_\_  
 Cleaning    \$ \_\_\_\_\_  
**Total Fees**    \$ \_\_\_\_\_

**Refundable Deposits**

**Key Deposit** \$ \_\_\_\_\_  
 Damage Deposit \$ \_\_\_\_\_  
**Total Deposits** \$ \_\_\_\_\_

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

Organization: Black Hills Veterans March and Marathon

Name: Joshua Wermers

Title: Chairman

Signature: WERMERS.JOSHUA.JAMES.1147382371 Digitally signed by WERMERS.JOSHUA.JAMES.1147382371  
Date: 2023.04.25 08:39:04 -0600

Date: 25April2023

**For Office Use Only:**

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

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

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

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

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

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

## Acknowledgement of Use Rules and Regulations

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

Initials     JW    

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials     JW    

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     JW    

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     JW    

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

Initials     JW    

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

- A person in charge of the event must be in attendance at all times during the event.  
I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials \_\_\_\_\_

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials \_\_\_\_\_

Organization: Black Hills Veterans March and Marathon

Name: Joshua J. Wermers Title: Chair

Signature: 1147382371 WERMERS.JOSHUA.JAMES. Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:40:38 -06'00' Date: 25 April 2023

## 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: Black Hills Veterans March and Marathon

Name: Joshua Wermers Title: Chair

Signature: [Handwritten Signature] Date: 25 April 2023

ACKNOWLEDGEMENT INDIVIDUAL

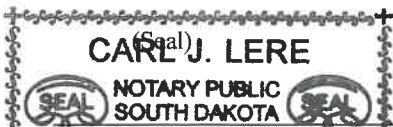
STATE OF \_\_\_\_\_ :

SS.

COUNTY OF \_\_\_\_\_ :

On this 25<sup>th</sup> day of Apr, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Joshua Wermers, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

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



[Handwritten Signature]  
Notary Public  
My Commission Expires: 25 May 2024

~~Notary Public Commission Expires November 7, 2022~~  
My Commission Expires 25 May 2024

## 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):

The BHVMM is a way to honor the sacrifices of the nation's service men and women. It's a 26.2 mile March and Marathon that starts in Rochford and ends at the Deadwood fairgrounds. The events at the fairgrounds include the race finish, a catered meal with donated beverages to include beer, and possibly

musical entertainment. All festivities will be concluded by 8PM. All funds raised for the event helps pay for the current and future events and the rest is donated to various veterans organizations.

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

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

The BHVMM does carry a 1 million dollar policy.

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

Initials JW

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

Participant Release and Indemnification required? YES  NO

Initials JW

- 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 JW

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

Initials JW

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 JW

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

Initials JW

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

Initials JW

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 JW

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

Initials \_\_\_\_\_

**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: Black Hills Veterans March and Marathon

Name: Josh Wermers Title: Chair

Signature: 1147382371 WERMERS.JOSHUA.JAMES. Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:43:21 -06'00' Date: 25 April 2023

# 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  
The Black Hills Veterans March and Marathon

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 extent allowed by law.**

Name: Joshua Wermers Date of Birth: 9 Dec 1979

Address: 10000 Pioneer Ave  
Rapid City, SD 57702

Signature: 82371 WERMERS.JOSHUA.JAMES.11473 Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:44:13 -08'00' Date: 25 Apr 2023



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

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

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

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

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

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

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

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

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

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

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

## City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: The Black Hills Veterans March and Marathon

Name: Josh Wermers Title: Chair

Signature: WERMERS.JOSHUA.JAMES. 1147382371 Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:44:50 -06'00' Date: 25 April 2023

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.

Organization: The Black Hills Veterans March and Marathon

Name: Josh Wermers Title: Chair

Signature: WERMERS.JOSHUA.JAMES. 1147382371 Date: 25 April 2023

Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:45:44 -06'00'

### Responsibilities to and of the Concessionaire

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

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

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

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

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

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

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: The Black Hills Veterans March and Marathon

Name: Josh Wermers Title: Chair

Signature: 1147382371  
WERMERS.JOSHUA.JAMES. Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:46:16 -06'00'

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

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

## Liquor Liability Insurance

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

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

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

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

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

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

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

**For Office Use Only:**

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

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

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

## General Business within the Event Complex

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

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

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

**For Office Use Only:**

Sales Tax Number (If Applicable): \_\_\_\_\_

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

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

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

## Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$100.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: The Black Hills Veterans March and Marathon

Name: Josh Wermers

Title: Chair

Signature: 147382371  
WERMERS.JOSHUA.JAMES.1 Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:46:59 -06'00'

Date: 25 April 2023



## City of Deadwood Equipment and Services

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

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

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

#### Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

### Renter Reference Sheet

Renter/Organization Name: Black Hills Veterans March and Marathon

**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: Black Hills Veterans March and Marathon

Name: Josh Wermers Title: Chair

Signature: 1147382371 WERMERS.JOSHUA.JAMES. Digitally signed by WERMERS.JOSHUA.JAMES.1147382371 Date: 2023.04.25 08:48:42 -06'00' Date: 25 April 2023

Daytime Phone Number: 605-786-2032

Date of your Event(s): 15-16 September 2023 Group/Event Name: Black Hills Veterans March and Marathon



November 14, 2022

Mayor David Ruth, Jr  
City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

Dear Mayor Ruth,

Thank you for your sponsorship of the 2023 South Dakota Festival of Books. Please accept this letter as our request for payment of the \$10,000 budget award from the City of Deadwood and the \$10,000 budget award from the Deadwood Historic Preservation Commission.

Because of your generosity, thousands of South Dakotans and other visitors will converge on Deadwood to enjoy free literary events at our 21<sup>st</sup> annual event September 22-24, 2023. We are grateful for the City of Deadwood and Deadwood Historic Preservation Commission's continued support of the state's premier literary event.

This partnership provides opportunity for strong community participation and a valuable experience for readers and writers alike. Please contact me if you have any questions.

Sincerely,

Ann Volin, Executive Director  
(605) 688-6114

CC: Kevin Kuchenbecker, Historic Preservation Officer  
CC: Ronda Morrison, Asst. Finance Officer



Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

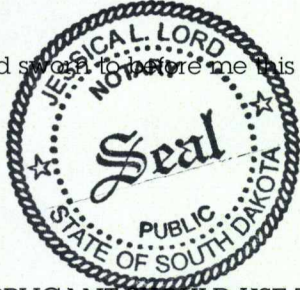
Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

Jim Yonstad

P. O. Address 203

ST Onge SD 57779

Subscribed and sworn to before me this 06 day of June, 2023.



Jessica L. Lord

Lawrence County Planning & Zoning  
(Name of Office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	TAXABLE VALUATION	TAX	AMT. OF ABATEMENT OR REFUND	
					ASKED	ALLOWED

Approved - Disapproved by City or Township Board .....  
 Dated ..... 20.....  
 Chairman City or Twp. Board .....  
 Approved by authority of Subdivision of SDC 57.0801. ....  
 Dated ..... 20.....  
 Chairman County Board. ....  
 Rejected: .....  
 Reasons: .....  
 .....  
 .....  
 .....  
 .....  
 Dated ..... 20.....  
 Chairman County Board. ....  
 Applicant advised of action by notice dated ..... 20.....  
 County Auditor. ....

No. ....  
**Application**  
 FOR  
**Abatement or Refund**  
 OF  
 Mr. ....  
 P. O. ....  
 OFFICE OF COUNTY AUDITOR  
 County  
 Received and filed in my office on  
 ....., 20.....  
 County Auditor.  
 By ..... Deputy.  
 S&S-12



APPLICATION FOR ABATEMENT OR REFUND OF TAXES

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

STATE OF SOUTH DAKOTA,  
County of LAWRENCE } ss.

Tim Allen Grenstiner, being first duly sworn deposes  
and says that...he has ground... for abatement or refund of taxes under the provisions of SDC 57.0801 as  
indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

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

Parcel # 30875-00300-060-00

Assessed: \$ 23190

Factored: \$ 23352

2024 Factor - 1.007

12 month abatement

No site for improvement on lot. One parking space.  
Changed value to reflect lack of site.



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



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

## MEMORANDUM

---

**Date:** June 8, 2023  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Planning and Zoning Administrator  
**Re:** Permission to Purchase Tipster Ash Urns

---

Staff is requesting to permission to purchase twelve additional Tipster ash urns from Keystone Ridge Designs in an amount not to exceed \$3,596.00 including shipping to be paid out of the HP Capital Asset line item.

**Recommended Motion:** *Move to approve the purchase of twelve Tipster Ash Urns from Keystone Ridge Designs in an amount not to exceed \$3,596.00 including shipping to be paid out of the HP Capital Assets line item.*





670 Mercer Road | Butler, PA 16001-1840  
 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253  
 www.keystoneridgedesigns.com

DATE:	06/08/2023	CUSTOMER #:	016617
QUOTATION #:	048667-01	SELL TO:	CITY OF DEADWOOD
PROJECT NAME:	DEADWOOD ADDITIONAL TIPSTERS		108 SHERMAN ST
QUOTE VALID UNTIL:	6/30/2023 * See Expiration Terms & Conditions		DEADWOOD, SD 57732-1309
PAYMENT TERMS:	NET 30	CUST NAME:	CINDY SCHNERINGER
EST. LEAD TIME:	TO BE DETERMINED AND WILL BE ESTIMATED UPON ORDER	EMAIL:	cindy@cityofdeadwood.com
SALES REP:	Garrett Jacobs	PHONE:	6055782082
EMAIL:	GarrettJ@keystoneridgedesigns.com		
EXTENSION:	244		
<b>**PLEASE COMPLETE/CONFIRM UPON ORDERING**</b>			
SHIP TO:		DELIVERY CONTACT:	
		PHONE:	
	DEADWOOD, SD 57732	DELIVERY NOTES:	

**QUOTE SUMMARY:**

Total Quotation Amount:	\$3,596.00
Payment Required to Activate Order:	\$0.00
Remaining Balance Due Net 30	\$3,596.00

Price subject to change upon quote expiration.

**SPECIAL CONSIDERATIONS:**

Terms of Sale: Net 30

\* All credit card transactions are subject to a 3% processing fee. This fee can be waived if paid by check, ACH or wire transfer.

\* Products and quantities needed are the responsibility of the customer.

**LINE ITEMS:**

LINE	PART #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
1	OTI05-0000000-0001	TI5 - TIPSTER ASH URN LITTER OR WALL MOUNT - BLACK	12	\$275.00	\$3,300.00
Total Material Costs:					\$3,300.00
Freight & Packaging:					\$296.00
<b>Quotation Total:</b>					<b>\$3,596.00</b>

I acknowledge that I have received and reviewed the complete terms and conditions of this quotation. By signing this page, I understand and accept all of Keystone Ridge Designs' Terms and Conditions as outlined on this page and all proceeding and subsequent pages of the quotation. See following page for complete terms and conditions.

\_\_\_\_\_  
Authorized Signature

**STANDARD PAYMENT TERMS**

Products and quantities needed are the responsibility of the customer. All products are produced to individual customer specification and unless otherwise stated, require a 50% down payment before manufacturing along with a sign off on this quotation. Balance of materials, freight and packaging and sales tax (if applicable) is due before products ship. This payment method is an effective and efficient system to ensure timely production and scheduling, ultimately providing greater cost savings to the client. MasterCard®, Visa®, American Express® and Discover® are accepted payment methods.

- A 50% down payment of total costs is required to activate an order with an approved credit card, check or money order. Check or money order payment orders will be activated upon receipt. Credit card orders will be immediately activated.
- The remaining 50% of total costs is due before the products will ship from the factory. Upon notification from Client Services, the remaining balance is payable by approved credit card, check or money order.
- If payment in full is received along with order activation, a 2% discount will be applied to material costs only. Credit card purchases, expedited orders and orders requiring payment in full to activate are excluded.
- On the day your products ship, Client Services will contact you with pertinent shipping information.

• **Quote Expiration:** Prices on this quote are valid up to and including the date displayed on the "QUOTE VALID UNTIL" line. After that date, a new quote with current pricing must be acquired from the Keystone Ridge Designs quoting department. Prior to quote expiration, the pricing listed on the quote is not considered locked in until all order activation terms are met, including any necessary sign-offs, payments or deposits. These terms and payments must be met in their entirety before the quote expiration date to place an order. Receipt of a PO does not constitute an agreement. An order only becomes active when the Keystone Ridge Designs terms of the sale are met.

**FREIGHT & PACKAGING**

Freight and packaging charges to stated shipping address are based on quantities listed on quotation. If the scope of project changes, freight and packaging will be revised accordingly.

Unless otherwise indicated, freight charges do not include unloading and placement. If you require lift gate service (lowering the products to ground level if there is no loading dock), please call for pricing before placing an order.

24-hour advance notification is including with your freight quote. You will receive a call from the shipping company prior to delivery.

**DISCOUNTS**

Discounts are applied based on a tiered sales volume structure. If products or quantities change, discount will be revised accordingly.

**TAX**

Sales tax will be assessed only to products shipping to or picked up within Pennsylvania and will be listed as a line item on the quotation.

**CANCELLATIONS & RETURNS**

A 25% restocking fee will be assessed on returned orders and orders cancelled more than two weeks after placement.

**STORAGE**

Storage fees will begin to accrue after one month from the date that the client is notified that the products are ready to ship, or one month after the estimated delivery date (whichever is later).

**LEAD TIME**

Delivery dates are estimated dates only and will vary. Delivery dates are to be determined and will be estimated upon order placement. Final ship date notification will be coordinated through our Client Services.

**HARDWARE**

Keystone Ridge Designs utilizes high-quality stainless steel assembly hardware where applicable. Anchoring hardware, due to specialization required for each installation, is not supplied. Stainless steel hardware is recommended.

**DELIVERY**

The bill of lading is considered the client receipt and should be compared to each delivery for discrepancy. Products should be carefully examined for damage incurred during shipment. Keystone Ridge Designs, Inc.® is not responsible for product damage or shortage once the bill of lading is signed by the client. Inconsistency between order and shipment quantities, as well as product damage, must be indicated on the bill of

lading upon delivery and before the freight company leaves the delivery site in order to file a damage claim with Keystone Ridge Designs, Inc. If damage is found or if there are any concerns regarding delivery, immediately notify Client Services at 1-800-284-8208.

**WARRANTY**

Keystone Ridge Designs warrants all products (other than noted exceptions) against material and workmanship defects for a period of three (3) years from the date of shipment.

Keystone Ridge Designs provides a limited warranty on the powder coat finish that is applied to our products for a period of three (3) years from the date of shipment. Exceptions include Burgundy, Sparkle Silver, and any shades of red, white, or yellow. These exceptions are warranted for a period of one (1) year from the date of shipment. Sparkle Silver, white, and yellow powder coated products can apply for the three (3) year warranty with the purchase of an upgraded e-coat primer finish. Limited warranties for certain other light-toned custom colors will be disclosed at time of selection.

Keystone Ridge Designs offers a limited twenty (20) year warranty against structural failure of our steel manufactured products.

Keystone Ridge Designs offers a limited five (5) year warranty against structural failure of any aluminum frame, assembly, or component.

All warranties are available to the original purchaser only and are not transferable. Eligibility of any stated warranty is dependent upon the product(s) being assembled and installed according to the manufacturer's recommendations and instructions. Products are required to be bolted to the surface to prevent theft, damage, movement, or injury. Umbrellas must be anchored in a base 80 lb. or heavier to be eligible for the three-year warranty.

Products damaged by abnormal use, vandalism, accidents, tampering, or acts of nature are not covered by any warranty, expressed or implied. Modifying, altering or repairing products by anyone other than Keystone Ridge Designs voids the warranty.

During the eligible warranty period, Keystone Ridge Designs, Inc.® will, at its option, repair or replace any product or part found defective upon written notification and inspection by our company representative.

Claims must be sent to Keystone Ridge Design, Inc., Attention: Customer Service, 670 Mercer Rd., Butler, PA 16001

**PROPRIETARY STATEMENT**

Keystone Ridge Designs, Inc. ® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs™ products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs™ products or promotional materials will be rigorously protected.

Keystone Ridge Designs reserves the right to alter pricing, product design, materials or construction without notice.

Keystone Ridge Designs' products are covered by one or more of the following Patent Nos. Des. D372,133; D376,270; D380,313; D406,700; D406,701; D413,449; D413,738; D414,952; D418,652; D420,814; D421,515; D421,824; D423,166; D423,239; D424,769; D440,060; D446,399; D449,745; D454,674; D456,579; D457,334; D457,701; D457,738; D457,741; D457,742; D458,044; D459,563; D461,336; D465,679; D465,936; D465,952; D466,318; D466,729; D467,104; D471,368; D474,618; D474,619; D481,890; D506,339; D510,216; D515,856; D629,233; D749,861; D794,971; D818,296; D854,346; D856,018; D891,844; patents pending or Exclusive By Design™.

Keystone Ridge Designs, Inc. designs, manufactures and markets an original and exclusive line of site furniture. In accordance with the United States patent process, our products are officially marked with the designated descriptive numbers and required labeling. We strictly prohibit any other labeling which interferes, mutilates or restricts the legal requirements of product identification.

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

STATE OF SOUTH DAKOTA        )  
  )ss  
COUNTY OF LAWRENCE        )

**EASEMENT**

This Recordable Easement Agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Deadwood, hereinafter referred to as the "Grantor," and Taco John's of Deadwood, LLC, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the lawful owner of the property located at 150 Sherman Street, Deadwood, South Dakota, 57732, and the Grantee is the lawful owner of the property adjacent to the Grantor's property, located at 86 Charles Street, Deadwood, South Dakota, 57732; and

WHEREAS, there exists a shed (the "Shed") on the Grantee's property legally described as: The South 90 Feet of Lot 6, 8, 10, and 12, Inclusive, Block 75, Original Townsite, City of Deadwood, Lawrence County, South Dakota, that encroaches upon the Grantor's property as shown in the attached exhibit; and

WHEREAS, the parties desire to establish a recordable easement to address the Shed's encroachment and establish certain obligations regarding alterations to the Shed.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Easement Grant: The Grantor hereby grants the Grantee a non-exclusive, revocable, and recordable easement to allow the Shed to remain on the Grantor's property and encroach onto the Grantor's property as it currently exists.
2. Encroachment Compliance: In the event that any alterations are made to the Shed by the Grantee or any subsequent owner of the Grantee's property, it shall be the responsibility of the current owner of the Shed to bring it into compliance with the property boundaries, ensuring that it no longer encroaches upon the Grantor's property. The Grantor shall have the right to request and enforce compliance within a reasonable time period.
3. Maintenance and Repair: The Grantee shall be responsible for the regular maintenance and repair of the Shed, including any repairs necessary to ensure compliance with

property boundaries. The Grantor shall have the right to inspect the Shed periodically to ensure compliance.

- 4. Termination: This easement shall terminate and be of no further force or effect in the event that the Shed is removed from the Grantor's property or if the Grantee's property is sold or transferred to a new owner. The termination shall not relieve the current owner of the Shed from the responsibility of complying with the property boundaries.
- 5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of South Dakota, without regard to its conflict of laws principles.
- 6. Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.
- 7. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR  
CITY OF DEADWOOD:

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

ATTEST:

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

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF LAWRENCE )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared David R. Ruth Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTEE:  
Taco John's LLC

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

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF \_\_\_\_\_)

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Taco John's LLC who acknowledged to be the owner of above referenced entity, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

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

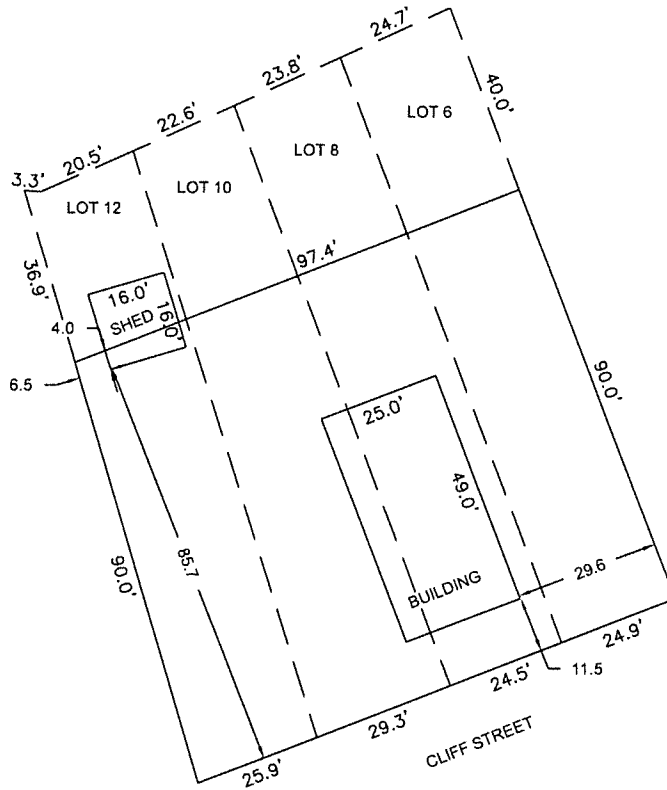


Construction Staking  
Boundary Surveys  
Mortgage/Blank Surveys  
Alta/Title Surveys  
FEMA Flood Elevation Certificates  
Land Development Surveys  
Engineering Design Topo Surveys

Registered Land Surveyor  
Bradley Limbo R.L.S. #11918

Spearfish, SD 57783  
Phone: 605-490-2944  
Email: LimboPLSAAIGMAIL.COM

# IMPROVEMENT LOCATION EXHIBIT



**LEGAL DESCRIPTION**  
 THE SOUTH 90 FEET OF LOT 6, 8, 10,  
 AND 12, INCLUSIVE, BLOCK 75, ORIGINAL  
 TOWNSITE, CITY OF DEADWOOD, LAWRENCE  
 COUNTY, SOUTH DAKOTA.

PROPERTY ADDRESS: 86 CHARLES STREET

**SURVEYOR'S CERTIFICATE**

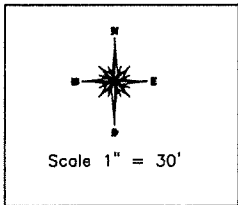
I, John Arleth, Registered Land Surveyor No. 3977 in the State of South Dakota, so hereby certify, that this Record of survey was performed by me or under my supervision, and that this survey is true and correct to the best of my knowledge and belief, and that I am not aware of any restrictions of miscellaneous record or private agreements that are not known to me, and are not shown hereon.

*John M. Arleth*  
 REGISTERED LAND SURVEYOR  
 REG. NO. 3977  
 JOHN M. ARLETH  
 SOUTH DAKOTA



## IMPROVEMENT LOCATION EXHIBIT

The purpose of this Survey is to provide a representation of the information gathered at the time of inspection for the interested parties. This Survey is based on existing but not confirmed boundary evidence and is subject to any inaccuracies that a Boundary Survey might reveal. It is not intended to be a Boundary or Property Line Survey, and all dimensions are of record and no corners were set. This should not be relied on for establishment of any fence, building or other improvements. No responsibility is extended hereon to the present or future landowners.



SURVEYED BY: JMA  
 DRAWN BY: ALH  
 JOB NO. AAI-23-035  
 DATE: 3-14-2023



STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF LAWRENCE )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared David R. Ruth Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTEE:  
Emrick Real Estate Group, LLC

\_\_\_\_\_

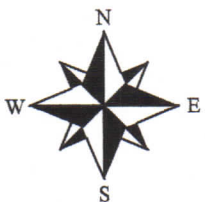
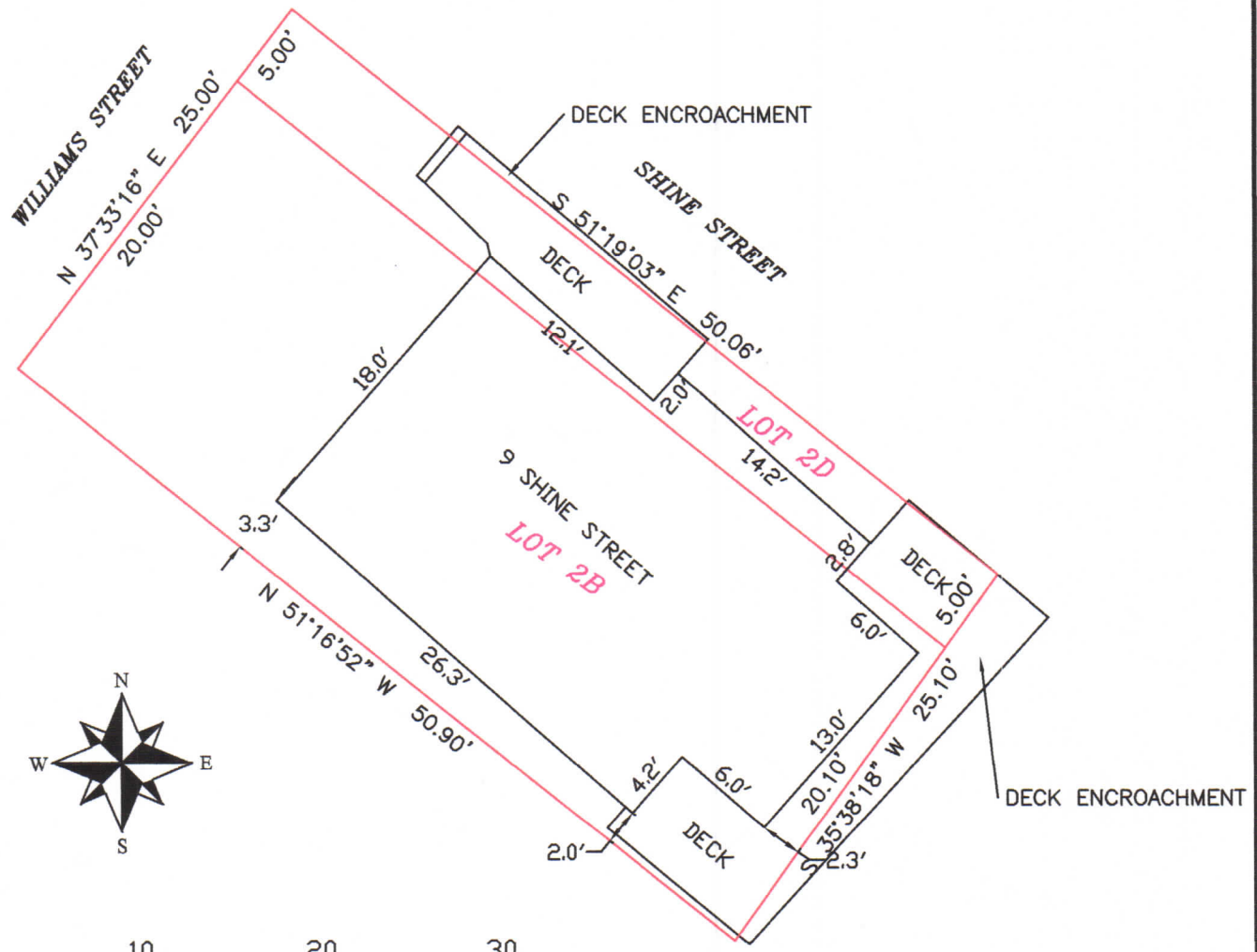




**EXHIBIT B**

See attached survey.

LOTS 2B AND 2D OF BLOCK 23, ORIGINAL TOWN,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MORTGAGE LOAN INSPECTION REPORT'S SOLE PURPOSE IS TO OBTAIN MORTGAGE TITLE INSURANCE. THIS IS A MINIMUM SERVICE THAT YOUR LENDER REQUIRES FOR CLOSING YOUR LOAN. IT IS A LOCATION OF IMPROVEMENTS AND CURSORY CHECK FOR VIOLATIONS OR ENCROACHMENTS ONTO OR FROM THE SUBJECT PROPERTY BASED ON EXISTING BUT NOT CONFIRMED EVIDENCE. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE. NO PROPERTY CORNERS WILL BE SET AND IT SHOULD NOT BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF ANY FENCE, STRUCTURE OR OTHER IMPROVEMENT. NO WARRANTY OF ANY KIND IS EXTENDED THEREIN TO THE PRESENT OR FUTURE OWNER OR OCCUPANT.

 Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN ST.  
LEAD, SD 57754  
(605) 722-3840

Date:	5/16/2023	<b>MORTGAGE LOAN INSPECTION</b>
Drawn By:	L. D. Vrem	
Project No.:	23-127	
Dwg. No.:	23-127.dwg	
Certified to:		Buyer: EMRICK REAL ESTATE GROUP, LLC

**Invoice**

PONDEROSA LAND SURVEYS, LLC

332A W MAIN ST

Lead, SD 57754

Ph. (605) 722-3840

Fax: (605) 722-3858

blackhillssurveyor@gmail.com

Date	Invoice #
05/16/2023	7509

**Bill To**

Emily Costopoulos  
20962 Two Bit Road  
Deadwood, SD 57732

**Project**

Item	Description	Rate	Amount	Quantity
Mortgage Survey	Lots 2B & 2D, Block 23, O.T. Deadwood, SD 9 Shine Street Buyer: Emrick Real Estate Group, LLC Sales Tax	350.00	350.00T	
		6.50%	22.75	
Thank you for your business.		<b>Total</b>		\$372.75

## LEASE AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this 1st day of July, 2023 by and between the City of Deadwood (located at 102 Sherman St. Deadwood, SD 57732) hereinafter referred to as "LANDLORD," and Red Road, Inc., (PO Box 173, Deadwood, SD 57732) hereinafter referred to as "TENANT."

The purpose of this Agreement is to set forth the terms and conditions under which LANDLORD leases property owned by the City of Deadwood to TENANT.

1. Rental of premises (office space) located at 3 1/2 Siever Street Deadwood, SD 57732. Sub-leasing of space will not be allowed.
2. The TENANT agrees to pay rent the sum of \$350.00 per month. Can be paid in monthly, quarterly or annual payments. TENANT will not receive an invoice. If not received by the 5<sup>th</sup> day of each month, a late penalty of \$35 will be accessed.
3. The above rental fee includes utilities, water, sewer, heat, air-conditioning and electricity. TENANT shall be solely responsible for its own cleaning, trash collection, telephone and internet expenses and access. No parking permit is included. Only approved service animals are allowed on the premises.
4. TENANT may not build any structures on the above-described premises. Further, any proposed improvements or changes to the above-described premises must be approved by the Deadwood City Commission.
5. TENANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon LANDLORD'S property pursuant to this Agreement and that LANDLORD shall not be responsible for any damage or loss to or of TENANT'S property which results from any cause or reason with regard to personal property owned by TENANT stored or located on city property pursuant to this Agreement. Further, TENANT agrees to hold LANDLORD harmless and indemnify LANDLORD from any sums of money, which LANDLORD might have to pay to any person as a result of property damage, personal injury, or death resulting from TENANT'S use of city property pursuant to this Agreement.
6. The City of Deadwood Public Works Director shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and TENANT shall contact the City of Deadwood Finance Office with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by the City Commission of the City of Deadwood and shall be effective upon approval by the Deadwood City Commission. Any extensions of the term of this Agreement must be approved by the Deadwood City Commission.
7. The parties agree that either party may terminate this Agreement upon servicing written notice of such termination. The parties agree that the TENANT shall have thirty (30) days to vacate the building and remove such items that it owns from the building from the date of receipt of the notice of termination.

- 8. TENANT shall maintain adequate insurance against any loss or any property it stores or maintains on the premises. TENANT shall also maintain adequate insurance – a minimum liability insurance policy of One Million and No/100ths Dollars (\$1,000,000.00) – against any loss that may occur due to activities pursued by TENANT as outlined above.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Lawrence County, South Dakota.
- 10. In the event that any provisions of this Agreement is held unenforceable or invalid by a Court of competent jurisdiction, such hold shall not invalidate or render unenforceable any other provision of the Agreement.
- 11. This Agreement constitutes the entire Agreement of the parties and any other prior Agreement, discussion, representation or communication regarding the subject matter of the Agreement is superseded by the terms of this Agreement.

Dated this 19th day of June, 2023.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of June, 2023.

Red Road, Inc.

\_\_\_\_\_  
By: Sean Covell

It's: \_\_\_\_\_



**METERING AND  
TECHNOLOGY  
SOLUTIONS**

Metering And  
Technology Solutions  
12016 Riverwood Dr  
Burnsville MN 55337  
United States

# Estimate

#EST1044

6/15/2023

**Customer**

EMAIL INVOICES  
City of Deadwood  
Deadwood SD 57732  
United States

**TOTAL**

**\$2,997.00**

**Expires: 7/15/2023**

**Expires**

7/15/2023

**Sales Rep**

Farrell Anderson

Quantity	Item	Rate	Amount
1	<b>CS2ELLBARETP</b> 2" Compound Series Elliptical Bare Meter With Test Plug; Piggyback Label	\$2,361.00	\$2,361.00
1	<b>UG2CSGAL8DHRE25TT</b> 2" Compound Series Gallon 8 Dial HRE with 25' Twist Tight (2)	\$192.00	\$192.00
2	<b>UGORIONME08TT</b> Orion ME Module; 8" Twist Tight; 64394-020 Wall Mount Bracket	\$155.00	\$310.00
1	<b>FLGS2ELLBRZSET</b> 2" Elliptical Low Lead Bronze Flange Set	\$134.00	\$134.00
		<b>Subtotal</b>	\$2,997.00
		<b>Tax Total (0%)</b>	\$0.00
		<b>Total</b>	\$2,997.00

<b>BID TAB</b>					
<b>June 15, 2023 2:00 p.m.</b>					
<b>Whitewood Creek Restoration</b>					
<u>Contractor</u>	<u>Bid Bond</u>	<u>Acknowledge Addendum 1, 2 &amp; 3</u>	<u>Engineers Estimate</u> <b>\$10,200,000.00</b>	<u>Base Bid</u>	
RCS Construction	X	X		\$ 7,575,000.00	
Kevin Kuchenbecker					
Lornie Stalder					
Trent Mohr					
Jessicca McKeown					
Also Present:					
Steve Fedora - RCS Construction					
Jared Schippers - Albertson Engineering					



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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:

**1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License:**  
Jacobs Restaurant Inc., 79 Sherman Street, Plat of 17A, Block 34.

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

Dated this 5th day of June, 2023

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – June 9, 2023

For any public notice that is published one time:

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

**NOTICE OF PUBLIC HEARING  
FOR OUTLAW SQUARE CONCERT  
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:**

Sunday, July 2, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from 3:00 p.m. to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. to 11:30 p.m. on Sunday, July 2, 2023.

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

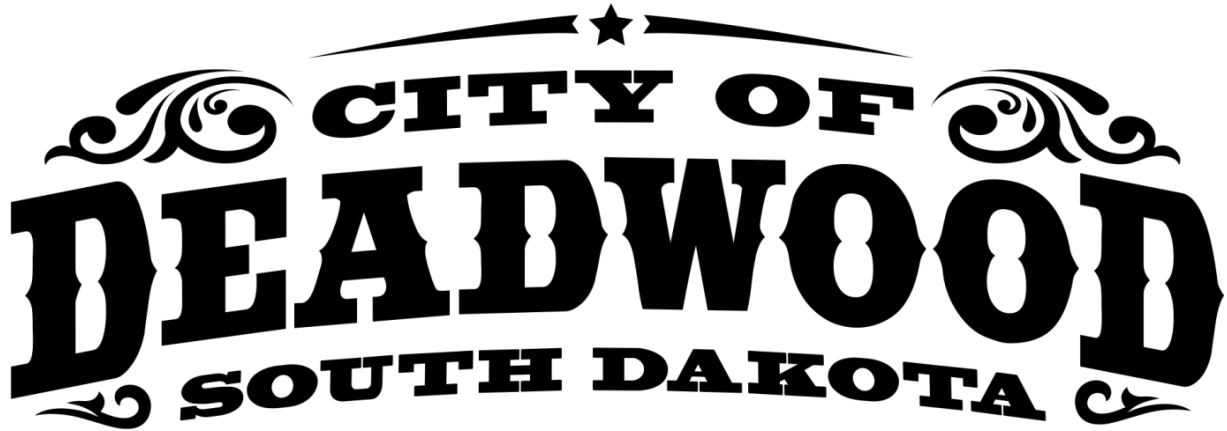
Dated this 5th day of June, 2023.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: June 9, 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

## Outlaw Square July 2 Concert

---

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: Outlaw Square July 2 Concert

 Event Date(s): July 2, 2023      Total Anticipated Attendance: Unknown  
 (month, day, year)

 (# of Participants 20      # of Spectators)

 Actual Event Hours: (from): 7 pm AM / PM (to): 9:30 pm AM / PM

 Location / Staging Area: Outlaw Square

 Set up/assembly/construction Date: July 2, 2023 Start Time: 8 am AM / PM

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

Loading and unloading of production and band equipment

 Dismantle Date: July 2, 2023 Completion time: 11:30 pm AM / PM

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

Deadwood Street from Main to Pioneer Way - July 2, 2023 - Closing at 8 am

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)       Noncommercial (nonprofit)

 Sponsoring Organization: Outlaw Square

 Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

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

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

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

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

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

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

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

This event is a concert as part of the Independence Celebration weeknd to be held on Sunday, July 2 at Outlaw Square.

Concert will be a free event with the show beginning at 7:30 pm until 9 pm

Requesting Deadwood Street closure on July 2, 2023 - 8 am until 11:30 pm

Requesting opening container zones 1 &amp; 2 from 3 pm until 10 pm

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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

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

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

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

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

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

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: WM

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: WM

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

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

Businesses will be informed through public hearing notices

Attendees will use Deadwood parking lots

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: Classic Rock

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 7:30 pm AM / PM – Finish Time: 9 pm AM / PM
- Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: 3 pm AM / PM – Finish Time: 4 pm AM / PM

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

Powerhouse sound will provide our sound production for the 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:  
Event will be marketing through radio commercials, social media, website, flyers and posters

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:  
Outlawsquare.com

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

NAME: Bobby Rock PHONE: 605-717-6848

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: Hub International Agent's Name: Chris Roberts

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

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

**LIQUOR LIABILITY INSURANCE**

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

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

**AFFIDAVIT OF APPLICANT**

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

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

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

\_\_\_\_\_ Date: 5/13/2023

(Signature of Applicant / Sponsoring Organization)

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

**NOTICE OF PUBLIC HEARING  
STREET CLOSURE  
FOR OUTLAW SHOOTOUT AAU WRESTLING**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 6:00 a.m. on Saturday, July 22 to 1:00 a.m. on Sunday, July 23, 2023.

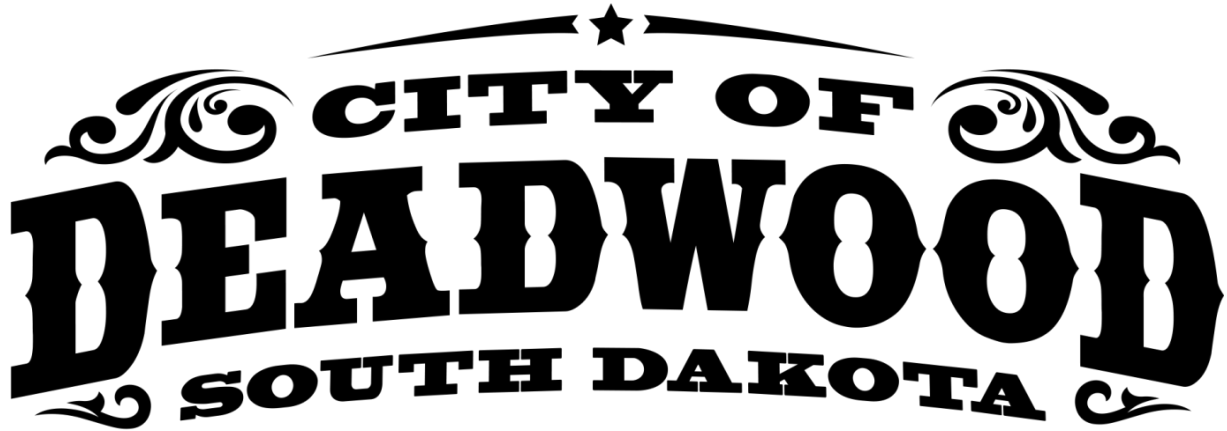
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 5th day of June, 2023

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: June 9, 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

**Outlaw Square Shootout - July 22, 2023**

---

**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: Outlaw Square Shootout - July 22, 2023

 Event Date(s): July 22, 2023      Total Anticipated Attendance: 450  
 (month, day, year)      (# of Participants 250      # of Spectators 200 )

 Actual Event Hours: (from): 6 pm AM / PM (to): 10 pm AM / PM

 Location / Staging Area: Outlaw Square

 Set up/assembly/construction Date: July 22 Start Time: 6 am AM / PM

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

Setting up mats on turf, stage bleachers, bike gates around perimeter, tents on Deadwood St.

 Dismantle Date: July 23 Completion time: Midnight 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 St closure - July 22 - 6 am until Midnight

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)       Noncommercial (nonprofit)

 Sponsoring Organization: AAU Wrestling

 Chief Officer of Organization (NAME): Mike Sneesby

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

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

 Daytime phone: (605) 717-6848 Evening Phone: (\_\_\_\_) \_\_\_\_\_ 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: Bobby Rock

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

Contact person "on site" day of event or facility use Mike Sneesby Pager/Cell #: 605-645-1664

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

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

**FEES / PROCEEDS / REPORTING**

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

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

General Admission fee for event. Participant fees charge for entrants - Fundraiser for AAU Wrestling

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

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

This is an AAU wrestling tournament taking place at Outlaw Square with wrestlers participating from around the region. This is a fundraiser for Deadwood AAU Wrestling Club.

Bleachers will be placed at Outlaw Square for public seating at the event. This is a ticketed event with wrestling club charging admission. Security gates will be placed along Main Street and down the curbside of Deadwood St. on Hickoks side to Pioneer Way and back across Deadwood St. to secure the venue.

Wrestling mats will be placed on the turf of Outlaw Square.

Registration will begin at NOON - wrestling matches will begin at 6 pm.

Requesting Deadwood St closure beginning at 6 am

**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:  
Yes, event shirts will be sold by wrestling club

**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:  
wrestling club will be selling pizza slices and can soda

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: 8 on site Trash Containers w / lids: N/A

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:  
Wrestling club will clean up Square - Square staff will stack garbage bags as usual for city pick up

- Other Related Event Components not covered above.

**SAFETY / SECURITY / ACCESSIBILITY**

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

Outlaw Square Staff will handle security

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

Outlaw Square is ADA compatible

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

**NO**      **YES**  
       Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

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

Security Organization Address: \_\_\_\_\_

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

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

      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:  
Outlaw Square lighting will be used

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

Number N/A Ambulance(s) – How provided?

Number NA 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: WM

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: WM

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

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

Residents and businesses notified through public hearing announcements

Attendees will use Deadwood Public Parking

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 12 pm AM / PM – Finish Time: 10 pm 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:  
Wrestling club promoting through flyers, social media

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: Mike Sneesby PHONE: 605-645-1664

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: Hub Insurance Agent's Name: Chris Roberts

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

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

**LIQUOR LIABILITY INSURANCE**

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

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

**AFFIDAVIT OF APPLICANT**

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

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

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

\_\_\_\_\_  
Date: 5/12/2023

(Signature of Applicant / Sponsoring Organization)

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

**NOTICE OF PUBLIC HEARING  
STREET CLOSURE  
FOR BRULE'**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from noon to 11:30 p.m. on Tuesday, July 25, 2023. Deadwood Street will reopen from 2:00 p.m. to 2:30 p.m. for the Deadwood Reenactment.

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

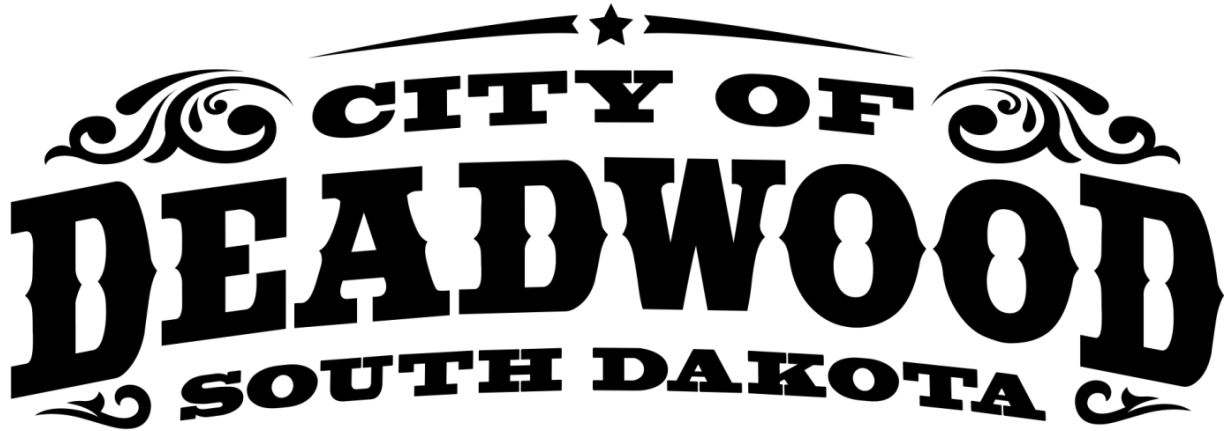
Dated this 5th day of June, 2023.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: June 9, 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

Brule Concert July 25, 2023

---

## 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: Brule'

 Event Date(s): July 25, 2023      Total Anticipated Attendance: 500  
 (month, day, year)

 (# of Participants 50      # of Spectators 450)

 Actual Event Hours: (from): 8 pm AM / PM (to): 10 pm AM / PM

 Location / Staging Area: Outlaw Square

 Set up/assembly/construction Date: 7/25/2023 Start Time: 12 pm AM / PM

 Please describe the scope of your setup / assembly work (specific details):  
 Production and band load in.

 Dismantle Date: 7/26/2022 Completion time: 11:00 pm AM / PM

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

Deadwood street - Pioneer Way to Main Street - July 25, 2023 - closing at 12 pm - will reopen temporarily from 2 pm - 2:30 for Deadwood Alive Gunfight and then reclose at 2:3- and reopen 11:30

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)       Noncommercial (nonprofit)

 Sponsoring Organization: Outlaw Square

 Chief Officer of Organization (NAME): Bobby Rock

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

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

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

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

Name: Bobby RockAddress: 703 Main St 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  |
|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If <b>YES</b> , please explain the purpose and provide amount(s):.   |

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

Requesting Deadwood Street closure at 12 pm.

Will reopen temporarily from 2 pm - 2:30 for Deadwood Alive Gunfight - then reclose until 11:30 pm

**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.



Number of trash cans: 8 on site Trash Containers w / lids: none

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

- Other Related Event Components not covered above.

## SAFETY / SECURITY / ACCESSIBILITY

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

Outlaw Square staff will hand security

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

Outlaw Square is ADA compliant

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

**NO**

**YES**



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

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

Security Organization Address: \_\_\_\_\_

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

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

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

Outlaw Square lighting will be used if event carries in the evening hours

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

Number 1 Ambulance(s) – How provided?

Number 1 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: WM

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: WM

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

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
All notifications handled through public hearings and postings

Attendees will use Deadwood public parking lots

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: Native American Variety

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 8 pm AM / PM – Finish Time: 10 pm AM / PM
- Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 5 om AM / PM

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

- 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:  
TV, Radio, social media

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

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: Bobby Rock PHONE: 605-717-6818

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: Hub International Agent's Name: Chris Robertson

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: \_\_\_\_\_ 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.**



**NOTICE OF PUBLIC HEARING  
FOR OPEN CONTAINER  
HARLEY DAVIDSON RALLY EVENT**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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 Requests:**

Saturday, August 5 through Saturday, August 12, 2023: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from noon to 10:00 p.m. with exception of Monday, August 7 from 3:00 p.m. to 10:00 p.m.

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

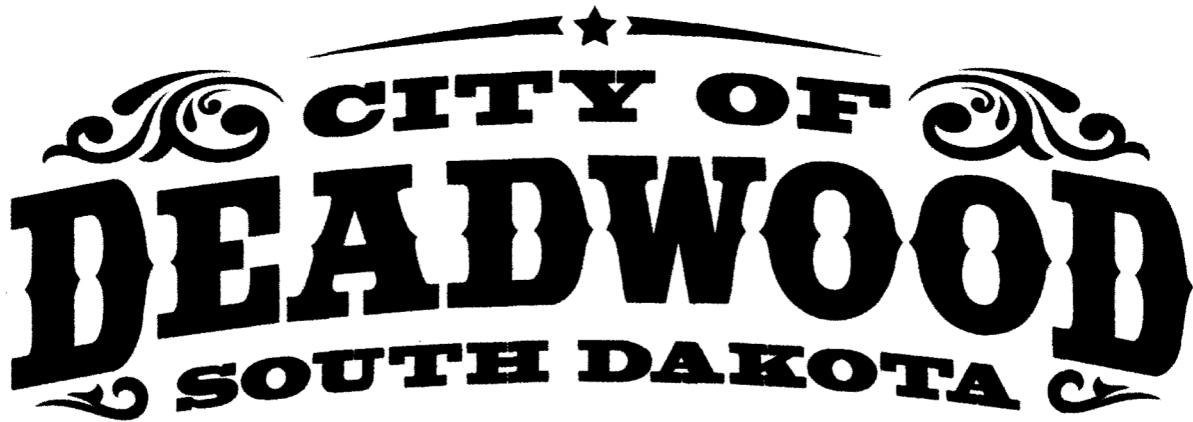
Dated this 5th day of June, 2023.

CITY OF DEADWOOD

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

Please Publish: B.H. Pioneer, June 9, 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**

Harley Davidson - Outlaw Square August 5 - August 12

---

**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: Harley Davidson Rally Point at Outlaw Square

 Event Date(s): August 5-August 12, 2023  
(month, day, year)

 Total Anticipated Attendance: Daily 250-300

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

 Location / Staging Area: Outlaw Square

 Set up/assembly/construction Date: August 4 Start Time: 7 am AM / PM

 Please describe the scope of your setup / assembly work (specific details):  
 static displays, bars, tents all within confines of Outlaw Square boundary

 Dismantle Date: August 13 Completion time: 9 pm AM / PM

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

NONE

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

 Commercial (for profit)

 Noncommercial (nonprofit)

 Sponsoring Organization: Harley Davidson

 Chief Officer of Organization (NAME): David Paterson

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

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

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

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

Name: Randy BrownAddress: 696 Main St Deadwood SD 57732  
(city) (state) (zip code)Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-1-415-2946**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

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

Harley Davidson will have full use of Outlaw Square August 5 - August 13, 2023

Plan is to have scheduled events throughout the week, including bike shows and pool party. They will have bar set up throughout the Square, selling beer &amp; wine only.

Requesting Open Container in ZONE 4 ONLY - Beer and Wine ONLY - fencing will be placed up around the perimeter of Outlaw Square, security will be in place to prevent any alcohol.

Music provided by DJ with emcee hosting the events.

Possbile live band scheduled during the week but nothing late night.

The Good Stuff Food Truck on site all week.

Rockcinso/Hickoks beer &amp; wine license



**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: WM

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: WM

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
Public Notified through public hearings notifications

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

Number of Stages: 1 Number of Bands: unknown

Type of Music: variety

Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 9 pm 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:  
Production company equipment

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:

Banners Hung up around the Square

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO YES

Will this event be promoted, advertised or marketed in any manner? If YES, please describe: marketing through a variety of ways including social media, print and broadcast

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: Randy Brown PHONE: 605-415-2946

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: Allianz (Frost) Agent's Name: Melissa Day

Business Phone: 615-312-7904 Policy Number: UST020292220 Policy Type: Gen Liability

Address: 1117 17<sup>th</sup> Ave S Nashville TN 37212  
(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.

*The above is for OEG, Harley-Davidson insurance info to follow soon.*

DHIH, LLC will provide ASAP

**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): Wade Morris aka Bobby Rock Title: Director

Date: 5/20/2023

(Signature of Applicant / Sponsoring Organization)

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

**NOTICE OF PUBLIC HEARING  
TO ALLOW VENDING ON PUBLIC PROPERTY**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:

**Permission to Waive Vending Fees**

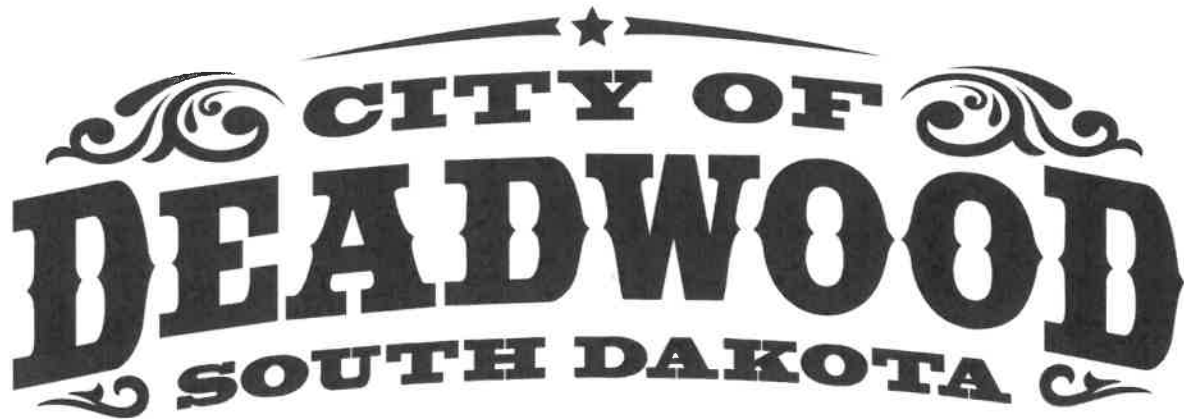
Request to waive vending fees for Farmers Market and allow vending on public property on Fridays beginning June 23 through September 29, 2023 at Gordon Park from 3:00 p.m. to 8:00 p.m.

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

Dated this 5th day of June, 2023.

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – June 9, 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**

**Farmers Market Fridays Beginning June 23rd-September**

---

**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: Farmers Market Fridays Beginning June 23rd-September

Event Date(s): Fridays June 23rd-September (month, day, year) Total Anticipated Attendance: \_\_\_\_\_  
(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

Location / Staging Area: Gordon Park

Set up/assembly/construction Date: June 23rd Start Time: 3pm AM / PM

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

Dismantle Date: June 23rd Completion time: 8pm AM / PM

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

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

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)  Noncommercial (nonprofit)

Sponsoring Organization: MSI Promotions

Chief Officer of Organization (NAME): Desirae Van Roekel

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

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

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1240 Fax #: (605) 578-2429

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



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

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

Contact person "on site" day of event or facility use Desirae Van Roekel Pager/Cell #: 605-222-1354

**(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**

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

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

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

Farmers Market.  
Fridays beginning June 23rd thru September 29th 2023  
Gordon Park.  
Request to waive vendor fees and Vendor signage.

**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:  
Farmers Market

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

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

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

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

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

GAS  ELECTRIC  CHARCOAL  OTHER (specify):

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

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



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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
Chamber New, Local 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: \_\_\_\_\_ 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:

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: Desirae Van Roekel PHONE: 605-222-1354

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

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

**LIQUOR LIABILITY INSURANCE**

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

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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


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

**AFFIDAVIT OF APPLICANT**

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

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

Name of Applicant (PRINT): Sarah Kryger Title: Deadwood Chamber

 Date: 5-2-23

(Signature of Applicant / Sponsoring Organization)

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

**NOTICE OF PUBLIC HEARING  
FOR DEADWOOD LIVE  
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 18, 2022, 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:**

Tuesday, August 8, 2023: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 from 5:00 p.m. to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 4:00 p.m. on Tuesday, August 8 to 1:00 a.m. on Wednesday, August 9, 2023.

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

Dated this 5th day of June, 2023

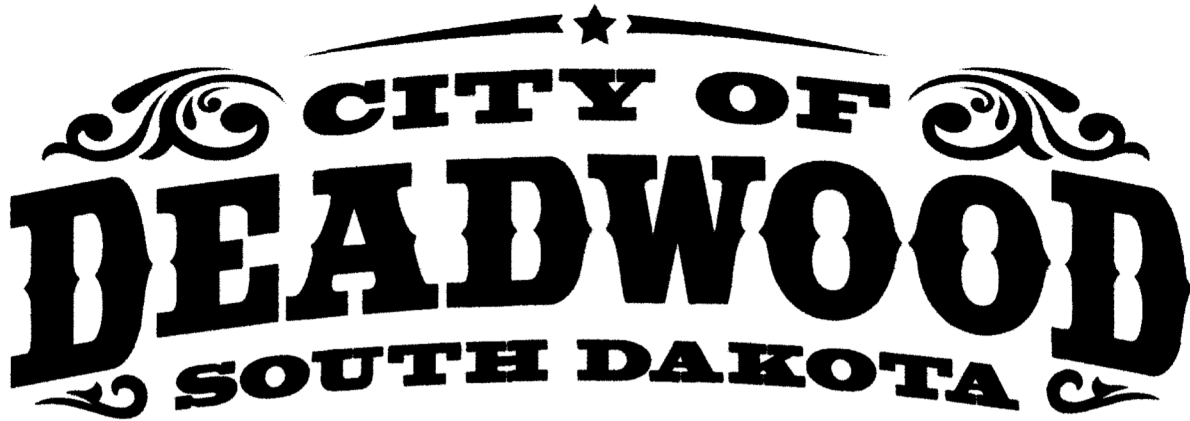
CITY OF DEADWOOD

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

Publish BH Pioneer: June 9, 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**

**Deadwood Live Concert - August 8th, 2023**

---

**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).







**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:  
Beer and Wine and artist merchandise.

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

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

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

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

GAS     ELECTRIC     CHARCOAL     OTHER (specify):

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

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



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

Acknowledge acceptance with initial: OEG

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: OEG

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

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

Attendees will utalize Deadwood City Parking.

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

Number of Stages: 1 Number of Bands: 2

Type of Music: Funk and Rock

Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: approx 4p AM / PM – Finish Time: approx 8:3 AM / PM

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

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

**Similar system from previous years by Powerhouse Sound**

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:  
Television, radio, solcial media and web

Will there be any live media coverage during your event? If YES, please explain:  
It will be requested.

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: Randy Brown PHONE: 605-415-2946

**INSURANCE REQUIREMENTS**

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

Name of Insurance Company: Allianz (Frost Specialty) Agent's Name: Melissa Day  
Business Phone: 615-312-7904 Policy Number: UST020292220 Policy Type: Gen Liability  
Address: 1117 17<sup>th</sup> Ave S Nashville TN 37212  
(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.**

*Gen Liability declaration attached - "additional insured" certificate has been requested.*

DHIIH, LLC will provide ASAP

**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)

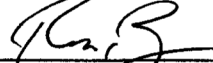
Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

**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): Randy Brown Title: OEG Rep

 Date: 5/23/23

(Signature of Applicant / Sponsoring Organization)

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

## GENERAL LIABILITY COVERAGE SECTION – DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific location(s) as displayed on the Common Policy Declarations. If the word **"ALL"** is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

**Audit Period**  
Annual

### Commercial General Liability Coverage Form (CG 00 01 04 13)

Coverage Description	Limits of Insurance
Commercial General Liability Coverage Part	
General Aggregate Limit (Other than Products – Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit-Any One Premises	\$ 100,000
Medical Expense Limit- Any One Person	Excluded

### Classification(s)

Location(s)	Coverage(s)	Class Code(s)	Classification Description(s)	Basis of Premium	Exposure
2	Premises Operations (Products Included)	81036	Event Producer/Planner (Admissions)	Admissions	19,000

### Endorsements

#### Blanket Additional Insured Endorsement (ENTGL 019 01 19)

Name of Additional Insured Person(s) or Organization(s)  
Person's or organizations as described in this endorsement

#### Exclusion - Designated Professional Services (CG 21 16 04 13)

Description Of Professional Services  
All Professional Services

#### Exclusion-Coverage C-Medical Payments (CG 21 35 10 01)

Description And Location Of Premises Or Classification

All



**Blanket Waiver of Subrogation Endorsement (ENTGL 020 01 19)**

Name of Person(s) or Organization(s)

Any person or organization where you have agreed in writing before the loss to waive any of all rights of recovery

**Fungi or Bacteria Exclusion (CG 72 77 03 19)**

Specified Location (If Applicable)

All

**Activities Exclusion - Promoter and Live Events (ENTGL 005 01 19)**

Activities Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)

A. Throwing Objects Exclusion

B. Stage Diving / Crowd Surfing Exclusion

C. Moshing Exclusion

**Animal Exclusion (ENTGL 015 01 19)**

Description of Production or Event

All Productions and Events

Animals Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)

A. Animal Exclusion

**Exclusion - Designated Operations or Activities (ENTGL 025 01 19)**

Description of Designated Operations or Activities

The following activities whether incidental or ongoing of the Insured, any Additional Insured, vendor, concessionaire, or independent contractor using any premises owned, operated, rented or maintained by the Insured:

1. Hang Gliding, Pools, Bodies of Water, Lakes, Ponds or any other water or related activity, Parasailing, Parachuting, Tobogganing, Luge, Go-Carts, Motorized Racing of any kind, Monster Truck Events, Skateboarding, Snowboarding, Skiing, Trampolines, Bungee Jumping, Zip Line, Waterslides, Inflatable attractions, Haunted Houses, Hot Air Balloon Rides, Sky Coaster, Roller Coasters and all Amusement Park devices, rides or games, Hay Rides, Rodeo, Mechanical Bulls and Saddle Animals, or any similar activity unless prior written approval has been granted by us.

2. Any performance, production or event designed to include or results in "Camping" unless specifically declared and endorsed hereon. For purposes of this exclusion: "Camping" includes, but is not limited to A) The use of a tent, a temporary structure or no shelter at all; and B) Spending one or more nights at an outdoor impromptu or dedicated area; and C) Any onsite or offsite outdoor area used for the purpose of sleeping, resting or meetings.

3. Any temporary or permanent bridge or similar structure used by spectators or to transport spectators, if such bridge or similar structure is not controlled by or was not constructed by the Named Insured.

4. All Filming and Video Operations

5. All operations and activities at TGL Farms.

6. Business & Talent Management

7. All operations of the artists, musicians and performers represented by our insured.

8. All touring and related operations

9. Branding, Marketing, Event Planning & Production and related activities

Coverage for Designated Events (ENTGL 034 01 19)

Designated Covered Events

Deadwood Live! 2022 Music Series

STAGE

JUMBO SCREEN

RESTROOMS

SEATS

- 7
- 8 **1**
- 9
- 10
- 11
- 12 **2**
- 13
- 14
- 15
- 16 **3**
- 17
- 18
- 19 **4**
- 20
- 21
- 22
- 23 **5**
- 24
- 25
- 26
- 27 **6**
- 28
- 29
- 30
- 31 **7**
- 32
- 33
- 34
- 35 **8**
- 36
- 37
- 38
- 39
- 40
- 41
- 42

Section A

Ticket Type  
Standing ONLY

Section B

Ticket Type  
Standing ONLY

General Admission  
Ticket Type  
Standing ONLY

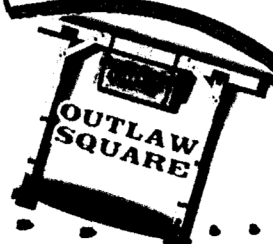
DEADWOOD STREET



Season Entrance

- 14
- 13
- 12
- 11
- 10
- 9
- 8
- 7
- 6
- 5

Tix + Entrance



General Admission  
Ticket Type  
Standing ONLY

Main St OPEN

MAIN STREET

After meeting with Police and Fire Chiefs and Outlaw Square Director Bobby Rock the request remains the same with the following provisions:

- The fire station will be staffed for a portion of the event. The exact man hours (estimated at 4 people for 4 hours) will be determined by the Chief and the cost would be paid by deadwood Live.
- Additional security personnel provided by Badlands Security will be dedicated to the corner of Shine and Main to keep the street open.
- No structures (Big screen TV, band merchandise tent, bar, etc.) will be placed on Deadwood St. so that in the unlikely event of an emergency situation the walls could be quickly removed, crowd dispersed and allow emergency vehicles access.
- The Chiefs discussed the possibility of allowing a representative of the event (Fritz Carlson, Bobby Rock) access to the emergency radio channel for the event.

**NOTICE OF PUBLIC HEARING  
FOR DEADWOOD LIVE  
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 19, 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:**

Saturday, September 2, 2023: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 from 5:00 p.m. to 10:00 p.m.

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. on Saturday, September 2 to 1:00 a.m. on Sunday, September 3, 2023.

Siever Street: Saturday, September 2 at 7:00 a.m. to 1:00 a.m. on Sunday, September 3, 2023.

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

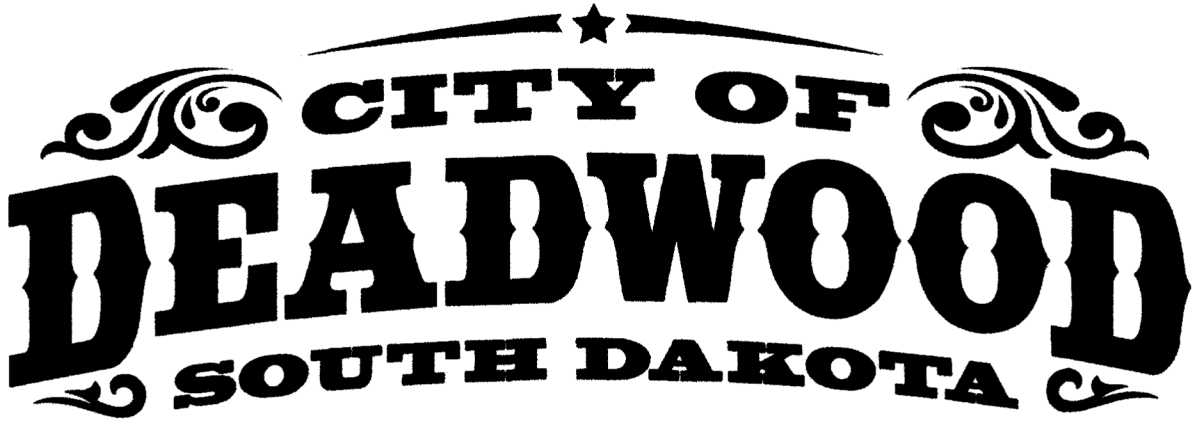
Dated this 5th day of June, 2023

CITY OF DEADWOOD  
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: June 9, 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**

**Deadwood Live Concert - September 2nd, 2023**

---

**Instructions:**

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

**EVENT INFORMATION****Type of Event:**

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

Event Title: Deadwood Live Concert - September 2nd, 2023

Event Date(s): 9/2/2023    Total Anticipated Attendance: 2600  
 (month, day, year)    (# of Participants 100    # of Spectators 2500)

Actual Event Hours: (from): 4pm AM / PM (to): 10pm AM / PMLocation / Staging Area: Outlaw Square and Deadwood StreetSet up/assembly/construction Date: 8/8/23 Start Time: 7am AM / PM

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

Setup would consist of fencing around the perimeter of Outlaw Square and Deadwood Street from Main St to Hwy 14A.

Dismantle Date: 9/2/23 Completion time: 1:00am 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 Street from Main St to Hwy 14A closes from 7am until midnight.**

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

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

- Commercial (for profit)     Noncommercial (nonprofit)

Sponsoring Organization: Oswald Entertainment Group (OEG)Chief Officer of Organization (NAME): Marc OswaldApplicant (NAME): Randy Brown for OEG Business Phone: (605) 415-2946Address: 2455 Long Hollow Pike    Hendersonville    TN    37075  
 (city)    (state)    (zip code)Daytime phone: (605) 415-2946 Evening Phone: (605) 415-2946 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: Same as aboveAddress: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

Ticketed event with attendees purchasing reserved or GA tickets.

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

A third season of the Deadwood Live Open Air concert series is planned with two shows, this is the second one planned for 9/2/23 (a separate application was submitted for the one on 8/8/23). For this event we are requesting the 'small' footprint from previous years which includes Outlaw Square and Deadwood Street from main to Hwy 14A, but no part of Main Street.

A map of the proposed layout is attached.



**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:  
 Beer and Wine and artist merchandise.

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

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

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

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

GAS  ELECTRIC  CHARCOAL  OTHER (specify):

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

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

Number of trash cans: 8+ Trash Containers w / lids: 0

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

- Other Related Event Components not covered above.

### SAFETY / SECURITY / ACCESSIBILITY

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

Badland Security has been hired from crowd control, ID check and general security.  
Outlaw Square staff will handle building security.

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

Outlaw Square is ADA compliant - event staff will handle disabled seating as the need arises.

**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 Fourch

(city)

SD

(state)

605-210-1780

(zip code)

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



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:

Outlaw Square venue lighting and production company lighting will be used.

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

Number 1 Ambulance(s) – How provided?

Number 2 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: OEG

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: OEG

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

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
Attendees will utilize Deadwood City Parking.

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 2

Type of Music: Country

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: approx 4p AM / PM – Finish Time: approx 8:30 AM / PM

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

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

**Similar system from previous years by Powerhouse Sound**

- 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:  
Television, radio, solcial media and web
- Will there be any live media coverage during your event? If YES, please explain:  
It will be requested.
- 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: Randy Brown PHONE: 605-415-2946**INSURANCE REQUIREMENTS****REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: Allianz (Frost Specialty) Agent's Name: Melissa Day

Business Phone: 615-312-7904 Policy Number: UST020292220 Policy Type: Gen Liability

Address: 1117 17th Ave S Nashville TN 37212  
(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.

*Gen liability declaration attached - "additional insured" certificate has been requested.*

DHH, LLC will provide ASAP

**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): Randy Brown Title: OEG Rep

[Signature] Date: 5/23/23

(Signature of Applicant / Sponsoring Organization)

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

## GENERAL LIABILITY COVERAGE SECTION – DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific **location(s)** as displayed on the Common Policy Declarations. If the word **"ALL"** is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

**Audit Period**  
Annual

### Commercial General Liability Coverage Form (CG 00 01 04 13)

Coverage Description	Limits of Insurance
Commercial General Liability Coverage Part	
General Aggregate Limit (Other than Products – Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit-Any One Premises	\$ 100,000
Medical Expense Limit- Any One Person	Excluded

### Classification(s)

Location(s)	Coverage(s)	Class Code(s)	Classification Description(s)	Basis of Premium	Exposure
2	Premises/Operations (Products Included)	81036	Event Producer / Planner (Admissions)	Admissions	19,000

### Endorsements

#### Blanket Additional Insured Endorsement (ENTGL 019 01 19)

Name of Additional Insured Person(s) or Organization(s)
Person's or organizations as described in this endorsement

#### Exclusion - Designated Professional Services (CG 21 16 04 13)

Description Of Professional Services
All Professional Services

#### Exclusion-Coverage C-Medical Payments (CG 21 35 10 01)

Description And Location Of Premises Or Classification
All

**Blanket Waiver of Subrogation Endorsement (ENTGL 020 01 19)**

Name of Person(s) or Organization(s)
Any person or organization where you have agreed in writing before the loss to waive any of all rights of recovery

**Fungi or Bacteria Exclusion (CG 72 77 03 19)**

Specified Location (If Applicable)
All

**Activities Exclusion - Promoter and Live Events (ENTGL 005 01 19)**

Activities Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)
A. Throwing Objects Exclusion
B. Stage Diving / Crowd Surfing Exclusion
C. Moshing Exclusion

**Animal Exclusion (ENTGL 015 01 19)**

Description of Production or Event
All Productions and Events

**Animals Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)**

A. Animal Exclusion
---------------------

**Exclusion - Designated Operations or Activities (ENTGL 025 01 19)**

Description of Designated Operations or Activities
The following activities whether incidental or ongoing of the Insured, any Additional Insured, vendor, concessionaire, or independent contractor using any premises owned, operated, rented or maintained by the Insured:
1. Hang Gliding, Pools, Bodies of Water, Lakes, Ponds or any other water or related activity, Parasailing, Parachuting, Tobogganing, Luge, Go-Carts, Motorized Racing of any kind, Monster Truck Events, Skateboarding, Snowboarding, Skiing, Trampolines, Bungee Jumping, Zip Line, Waterslides, Inflatables attractions, Haunted Houses, Hot Air Balloon Rides, Sky Coaster, Roller Coasters and all Amusement Park devices, rides or games, Hay Rides, Rodeo, Mechanical Bulls and Saddle Animals, or any similar activity unless prior written approval has been granted by us.
2. Any performance, production or event designed to include or results in "Camping" unless specifically declared and endorsed hereon. For purposes of this exclusion: "Camping" includes, but is not limited to A) The use of a tent, a temporary structure or no shelter at all; and B) Spending one or more nights at an outdoor impromptu or dedicated area; and C) Any onsite or offsite outdoor area used for the purpose of sleeping, resting or meetings.
3. Any temporary or permanent bridge or similar structure used by spectators or to transport spectators, if such bridge or similar structure is not controlled by or was not constructed by the Named Insured.
4. All Filming and Video Operations
5. All operations and activities at TGL Farms.
6. Business & Talent Management
7. All operations of the artists, musicians and performers represented by our insured.
8. All touring and related operations
9. Branding, Marketing, Event Planning & Production and related activities

**Coverage for Designated Events (ENTGL 034 01 19)**

Designated Covered Events

Deadwood Live! 2022 Music Series



STAGE

JUMBO SCREEN

RESTROOMS

SEATS

- 7
- 8 1
- 9
- 10
- 11
- 12 2
- 13
- 14
- 15 3
- 16
- 17
- 18
- 19 4
- 20
- 21
- 22
- 23 5
- 24
- 25
- 26
- 27 6
- 28
- 29
- 30
- 31 7
- 32
- 33
- 34
- 35 8
- 36
- 37
- 38
- 39
- 40
- 41
- 42

Section A

Ticket Type  
Standing ONLY

Section B

Ticket Type  
Standing ONLY

General Admission  
Ticket Type  
Standing ONLY

DEADWOOD STREET



oks Season Entrance

- 14
- 13
- 12
- 11
- 10
- 9
- 8
- 7
- 6
- 5
- 4
- 3
- 2
- 1

BAR

OUTLAW SQUARE

Tix and Entrance

~~General Admission~~  
Ticket Type  
~~Standing ONLY~~

Main St OPEN

MAIN STREET

BAR

**ORDINANCE NO. 1372**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, THAT CHANGES MADE IN ORDINANCE 1355 AND EXTENDING ORDINANCE #1364 TO CHAPTER 17.53 IS NO LONGER NECESSARY, AND THEREFORE IS RESCINDED.**

~~WHEREAS, the City of Deadwood (“City”) enacted Chapter 17.53 in order to preserve and enhance the character of the residential districts and to promote the public health, safety, and general welfare of the city by expressly prohibit transient commercial use of residential property.~~

~~WHEREAS, Chapter 17.53 applies to residential land use districts.~~

~~WHEREAS, the City makes a preliminary finding that the City needs to further study the impacts of transient commercial use of residential property. The public interest requires that the City study, analyze, and evaluate the impacts of transient commercial use of residential property.~~

~~WHEREAS, the City makes a preliminary finding that it would be inappropriate to allow any additional transient commercial use of residential properties within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.~~

~~WHEREAS, the City hereby exercises its authority under SDCL 11-4-3.1 and SDCL 9-19-13, to establish a temporary ordinance regarding the use of properties within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.~~

~~WHEREAS, a temporary ordinance will ensure that more comprehensive zoning ordinance changes are made to address the transient commercial use of residential property within all of Deadwood.~~

~~WHEREAS, the City finds that the following ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;~~

~~NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEADWOOD, SD:~~

~~*Section 1. Temporary Ordinance—Prohibiting any new short term rentals in the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest.*~~

~~Any person acting as agent, real estate broker, real estate sales agent, property manager, reservation service or otherwise who arranges or negotiates for the transient use of residential property located within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest is guilty of a Class Two~~

~~Misdemeanor for each day in which such residential property is used, or allowed to be used for the transient commercial use of residential property.~~

~~Any person who uses or allows the commercial use of residential property located within the following zoning districts in the City of Deadwood: Residential (R1), Residential Multi-Family (R2), Planned Unit Development (P.U.D.), Public Use, Park Forest is guilty of a Class Two Misdemeanor for each day in which such residential property is used, or allowed to be used for the transient commercial use of residential property.~~

~~This ordinance shall not apply to transient commercial use of residential property for remuneration for a period of fourteen (14) days or less during the month of August, commencing four days immediately preceding the official start of the Sturgis Motorcycle Rally and ending three days after the end of the Sturgis Motorcycle Rally.~~

*Section 2. Immediate Effect.*

~~This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13 and shall expire 180 days following its passage.~~

Dated this 19<sup>th</sup> day of June, 2023.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: June 5, 2023  
Second Reading: June 19, 2023  
Published: June 22, 2023  
Adopted: June 22, 2023

**ORDINANCE NUMBER 1373  
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2023**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2023:

**FUND 0101 GENERAL FUND**

Streets Equipment: \$105,00.00

Source of Revenue:

SD DANR Grant: \$70,202.00

General Fund Cash Reserves: \$34,798.00

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

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

\_\_\_\_\_  
ATTEST: Jessica McKeown, Finance Officer

First Reading: June 5, 2023  
Second Reading: June 19, 2023  
Published: June 22, 2023  
Adopted: June 22, 2023

**RESOLUTION 2023-16**

**RESOLUTION DISSOLVING TAX INCREMENT DISTRICT  
NUMBER SEVEN - CITY OF DEADWOOD**

WHEREAS, the City of Deadwood created Tax Increment District Number SIX on July 12, 2004; and

WHEREAS, there are no outstanding financial obligations which have resulted from either the creation or the existence of Tax Increment District Number SIX; and

WHEREAS, the City has determined that the adopted Project Plan for Tax Increment District Number SIX has been completed; and

WHEREAS, the Deadwood City Commission is authorized to dissolve this Tax Increment District pursuant to SDCL 11-9-46.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Number SIX be, and is hereby dissolved; and

BE IT FURTHER RESOLVED that any funds remaining in the Tax Increment District Number SIX Fund, pursuant to SDCL 11-9-31, be distributed in the manner provided by SDCL 11-9-45.

Dated this 19th day of June, 2023.

DEADWOOD CITY COMMISSION

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

ATTEST:

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

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



**Kevin Kuchenbecker**  
Planning and Zoning  
Administrator  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

**STAFF REPORT  
PLANNING AND ZONING  
BOARD OF ADJUSTMENT  
June 6, 2023**

---

**APPLICANT:** Deadwood Stage Run, LLC (William Pearson)

**PURPOSE:** Plat Revision/Adjusting Lot Lines

**GENERAL LOCATION:** Deadwood Stage Run Addition

**LEGAL DESCRIPTION:** PLAT OF LOTS 11 REVISED, 12 REVISED, 13 REVISED, 14 REVISED, 18A REVISED, 20 REVISED, 30 REVISED, AND 31A REVISED, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOT 11, 12, 13, 14, 18A, 20, 30, AND 31A, BLOCK 2 ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M. CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** R1 – Residential District

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 – Residential  
South: Future Development Area  
East: R1 – Residential  
West: R1 – Residential

Surrounding Land Uses:

Residential Dwellings  
Vacant  
Residential Dwellings  
Residential Dwellings

**SUMMARY OF REQUEST**

The purpose of the proposed final plat is to adjust the lot lines for lots 11, 12, 13, 14, 18A, 20, 30 and 31A. This plat creates lots 11 Revised, 12, Revised, 13 Revised, 14 Revised, 18A Revised, 20 Revised, 30 Revised, and 31A Revised. All are located in the Stage Run Subdivision off Mt. Roosevelt Road.

### FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential District
2. Lot 11 Revised is comprised of 0.376 Acres  $\pm$ , Lot 12 Revised is comprised of 0.370 Acres  $\pm$ , Lot 13 Revised is comprised of 0.362 Acres  $\pm$ , Lot 14 Revised is comprised of 0.357 Acres  $\pm$ , Lot 18A Revised is comprised of 0.643 Acres  $\pm$ , Lot 20 Revised is comprised of 0.481 Acres  $\pm$ , Lot 30 Revised is comprised of 0.237 Acres  $\pm$ , Lot 31A Revised is comprised of 2.156 Acres  $\pm$ .
3. The subject property is located within a low-density residential 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 residential homes.

### STAFF DISCUSSION

These revised lots meet the area and bulk requirements for square footage according to Deadwood City Ordinance.

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 plat.
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:

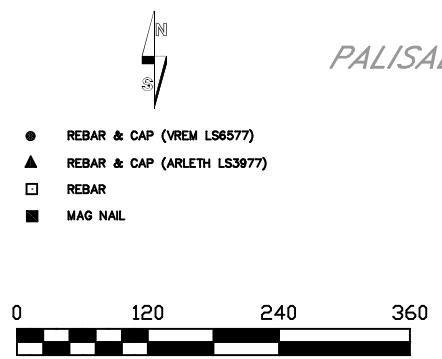
1. Approval/Denial by Deadwood Planning and Zoning Commission
2. Approval/Denial by Deadwood Board of Adjustment

PLAT OF LOTS 11 REVISED, 12 REVISED, 13 REVISED, 14 REVISED, 18A REVISED, 20 REVISED, 30 REVISED AND 31A REVISED, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOTS 11, 12, 13, 14, 18A, 20, 30 AND 31A, BLOCK 2 ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼ OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T6N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

- NOTES:
- 1) PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION RECORDED IN DOC. #2008-2791
  - 2) OWNER/DEVELOPER THE SUMMIT AT DEADWOOD STAGE RUN, LLC & WJP HOLDINGS, LLC PO BOX 631 DEADWOOD, SD 57732  
MATTHEW J & MELISSA G, CHRISMAR & MATTHEW J, CHRISMAR IRREVOCABLE TRUST 3051 TALESIAN WAY FORT COLLINS, CO 80524  
HJENERS LIVING TRUST 44182 237TH ST. WINFRED, SD 57076  
LONNIE & CHRISTINE BURGER TRUST 771 STAGE RUN ROAD DEADWOOD, SD 57732  
RYAN L & DANIELLE SALMON 757 STAGE RUN ROAD DEADWOOD, SD 57732  
DUANE M. & GWEN J. HESS 761 STAGE RUN ROAD DEADWOOD, SD 57732
  - 3) A 5' DRAINAGE & UTILITY EASEMENT IS HEREBY GRANTED ALONG SIDE AND REAR LOT LINES AND 10' ALONG THE FRONT UNLESS OTHERWISE NOTED

LINE	BEARING	DISTANCE
L1	S 53°52'31" E	62.77'
L2	N 54°22'43" W	62.24'
L3	N 54°08'27" W	62.50'
L4	S 35°54'15" W	139.29'
L5	S 35°57'01" W	124.99'
L6	N 54°08'56" W	62.27'
L7	S 57°19'59" E	62.70'
L8	N 35°55'33" E	40.41'
L9	N 35°52'37" E	213.02'
L10	N 59°25'38" W	11.06'
L11	S 35°52'37" W	124.79'
L12	S 35°52'37" W	84.95'
L13	S 35°52'37" W	40.50'
L14	N 58°57'25" W	62.91'
L15	N 58°57'25" W	62.44'
L16	N 56°25'12" W	62.55'
L17	N 35°51'20" E	40.17'
L18	N 35°51'20" E	95.62'
L19	N 35°51'20" E	125.00'
L20	S 35°58'37" W	124.62'
L21	S 35°58'37" W	130.64'
L22	S 58°57'25" E	59.58'
L23	N 40°47'00" E	40.91'
L24	S 47°33'37" E	3.66'
L25	S 42°23'21" E	12.08'
L26	S 59°26'24" E	24.49'
L27	S 47°25'22" E	22.63'
L28	N 73°02'43" W	12.63'
L29	N 57°27'43" W	19.70'
L30	N 45°34'22" W	20.14'
L31	N 47°33'37" W	47.54'
L32	N 81°37'25" W	13.53'
L33	N 61°57'37" W	29.62'
L34	N 65°36'38" W	24.28'
L35	S 59°25'38" E	12.79'
L36	N 35°50'25" E	40.05'
L37	S 58°20'04" E	21.83'
L38	S 74°34'56" E	17.04'
L39	N 85°11'44" W	23.73'
L40	S 75°13'59" E	24.16'
L41	S 35°29'36" E	19.28'
L42	S 43°09'59" E	24.50'
L43	S 35°22'11" E	16.79'
L44	S 53°29'27" E	23.87'
L45	N 45°44'50" W	32.36'
L46	S 78°19'55" E	14.45'
L47	N 73°12'58" W	16.69'
L48	S 32°48'48" E	8.65'
L49	S 48°17'10" W	46.08'
L50	S 32°48'48" E	3.95'
L51	N 63°44'14" W	11.13'
L52	N 35°50'25" E	192.09'
L53	S 54°07'28" E	16.10'
L54	S 64°34'47" E	36.68'
L55	S 27°23'29" W	123.33'
L56	S 62°40'11" E	37.05'
L57	S 26°43'33" W	73.40'
L58	S 26°43'33" W	47.45'
L59	N 51°34'55" W	129.41'
L60	N 60°57'08" W	125.50'
L61	N 35°57'32" E	220.26'
L62	N 43°42'19" E	31.58'
L63	N 43°42'19" E	130.98'
L64	S 46°17'32" E	62.79'
L65	S 43°50'54" W	130.28'
L66	S 43°50'54" W	36.99'
L67	N 41°58'39" W	62.55'
L68	S 46°55'56" E	62.47'
L69	S 51°43'18" E	52.99'
L70	S 86°37'54" E	13.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	525.00'	109.21'	109.01'	S 55°43'37" E	11°55'06"
C2	525.00'	19.10'	19.10'	S 63°32'15" E	2°05'04"
C3	275.00'	49.27'	49.21'	N 41°09'21" W	10°15'57"



- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)
- REBAR
- MAG NAIL

Prepared By: **PONDEROSA LAND SURVEYS, L.L.C.**  
 332A WEST MAIN STREET  
 LEAD, SD 57754  
 (605) 722-3840

Date:	5/29/2023
Drawn By:	L. D. Vrem
Project No.:	22-506
Dwg. No.:	22-506.dwg



**PLAT OF LOTS 11 REVISED, 12 REVISED, 13 REVISED, 14 REVISED, 18A REVISED, 20 REVISED, 30 REVISED AND 31A REVISED, BLOCK 2 OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOTS 11, 12, 13, 14, 18A, 20, 30 AND 31A, BLOCK 2 ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼ OF SECTION 22 AND THE N½NW¼ OF SECTION 23, T6N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

**SURVEYOR'S CERTIFICATE**

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LOREN D. VREM, R.L.S. 6577

**CERTIFICATE OF COUNTY TREASURER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, \_\_\_\_\_, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT \_\_\_\_\_ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LAWRENCE COUNTY TREASURER: \_\_\_\_\_

**APPROVAL OF HIGHWAY AUTHORITY**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: \_\_\_\_\_

**APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN \_\_\_\_\_ ATTEST: \_\_\_\_\_ CITY PLANNER

**APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA,

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_ FINANCE OFFICER \_\_\_\_\_ MAYOR

**OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: \_\_\_\_\_

**OFFICE OF THE REGISTER OF DEEDS**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., AND RECORDED IN DOC. \_\_\_\_\_.

LAWRENCE COUNTY REGISTER OF DEEDS: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

**THE SUMMIT AT DEADWOOD STAGE RUN, LLC & WLP HOLDINGS, LLC**, 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: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

**HUENERS LIVING TRUST**, 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: \_\_\_\_\_

OWNER: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

**LONNIE AND CHRISTINE BURGER TRUST**, 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: \_\_\_\_\_

OWNER: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_



*Prepared By:*  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

Date:	5/31/2023
Drawn By:	L. D. Vrem
Project No.:	22-506
Dwg. No.:	22-506.dwg

PLAT OF LOTS 11 REVISED, 12 REVISED, 13 REVISED, 14 REVISED, 18A REVISED, 20  
REVISED, 30 REVISED AND 31A REVISED, BLOCK 2 OF PALISADES TRACT OF  
DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD  
FORMERLY LOTS 11, 12, 13, 14, 18A, 20, 30 AND 31A, BLOCK 2  
ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼  
OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T6N, R3E, B.H.M.,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

MATTHEW J. CHRISMAR AND MELISSA G. CHRISMAR & MATTHEW J. CHRISTMAR IRREVOCABLE TRUST

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: \_\_\_\_\_

OWNER: \_\_\_\_\_

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

RYAN L. SALMON AND DANIELLE SALMON, 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: \_\_\_\_\_

OWNER: \_\_\_\_\_

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_

OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

DUANE M. HESS AND GWEN J. HESS, 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: \_\_\_\_\_

OWNER: \_\_\_\_\_

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_  
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_



*Prepared By:*  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

Date:	5/31/2023
Drawn By:	L. D. Vrem
Project No.:	22-506
Dwg. No.:	22-506.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**  
May 17, 2023

**APPLICANT:** William Pearson

**PURPOSE:** Transfer of Property

**GENERAL LOCATION:** Located in phase 3 of Stage Run Development

**LEGAL DESCRIPTION:** PLAT OF LOTS 13, 14, 15, BLOCK 3A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOT 25B, BLOCK 2 AND A PORTION OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** Planned Unit Development

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: Planned Unit Development  
South: Planned Unit Development  
East: Planned Unit Development  
West: Planned Unit Development

Surrounding Land Uses:

Vacant Land  
Vacant Land  
Vacant Land  
Vacant Land

## **SUMMARY OF REQUEST**

The purpose of this plat is to create lots for sale and establish City of Deadwood road right-of-way for extension of Mystery Wagon Road.

---

## **FACTUAL INFORMATION**

1. The property is currently zoned Planned Unit Development.
  2. The proposed lots are comprised as follows: Lot 13 = 0.617Acres<sub>±</sub>, Lot 14 = 1.015 Acres<sub>±</sub>, Lot 15 1.550 Acres<sub>±</sub>, and Dedicated Public Right of Way 1.426 Acres<sub>±</sub>.
  3. The subject property is located within a low-density PUD designation.
  4. The property is not located within a flood zone or flood hazard zone.
  5. Public facilities are not currently available to serve the property.
- 

## **STAFF DISCUSSION**

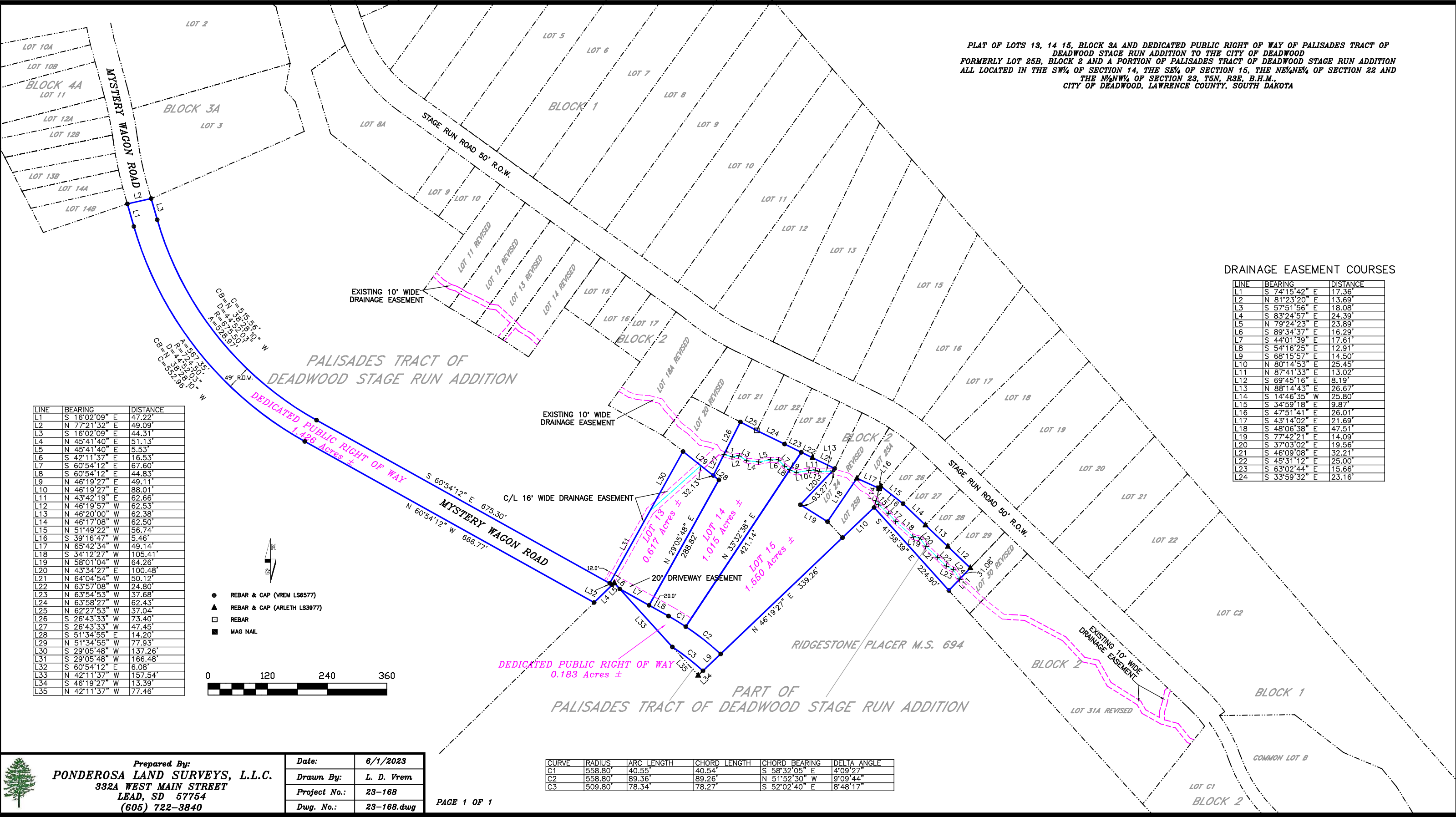
Attached is a plat of Lots 13, 14, 15 and dedicated public right-of-way for Mystery Wagon Road in Phase 3 of Stage Run Development. This plat was All lots are compliant with the City of Deadwoods Zoning Codes and meet the requirements for bulk area as required by Deadwood City Ordinance.

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.
- 

## **ACTION REQUIRED:**

1. Approval / Denial by the Deadwood Planning and Zoning Commission.
2. Approval / Denial by Deadwood Board of Adjustment.

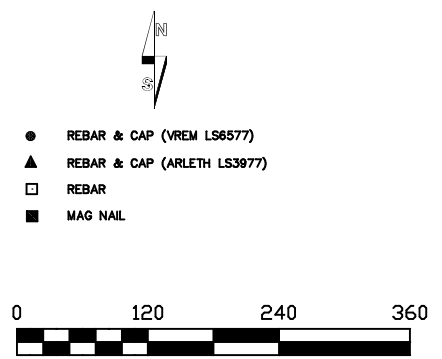
PLAT OF LOTS 13, 14 15, BLOCK 3A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD FORMERLY LOT 25B, BLOCK 2 AND A PORTION OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼ OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA




DRAINAGE EASEMENT COURSES

LINE	BEARING	DISTANCE
L1	S 74°15'42" E	17.36'
L2	N 81°23'20" E	13.69'
L3	S 57°51'56" E	18.08'
L4	S 83°24'57" E	24.39'
L5	N 79°24'23" E	23.89'
L6	S 89°34'37" E	16.29'
L7	S 44°01'39" E	17.61'
L8	S 54°16'25" E	12.91'
L9	S 68°15'57" E	14.50'
L10	N 80°14'53" E	25.45'
L11	N 87°41'33" E	13.02'
L12	S 69°45'16" E	8.19'
L13	N 88°14'43" E	26.67'
L14	S 14°46'35" W	25.80'
L15	S 34°59'18" E	9.87'
L16	S 47°51'41" E	26.01'
L17	S 43°14'02" E	21.69'
L18	S 48°06'38" E	47.51'
L19	S 77°42'21" E	14.09'
L20	S 37°03'02" E	19.56'
L21	S 46°09'08" E	32.21'
L22	S 45°31'12" E	25.00'
L23	S 63°02'44" E	15.66'
L24	S 33°59'32" E	23.16'

LINE	BEARING	DISTANCE
L1	S 16°02'09" E	47.22'
L2	N 77°21'32" E	49.09'
L3	S 16°02'09" E	44.31'
L4	N 45°41'40" E	51.13'
L5	N 45°41'40" E	5.53'
L6	S 42°11'37" E	16.53'
L7	S 60°54'12" E	67.60'
L8	S 60°54'12" E	44.83'
L9	N 46°19'27" E	49.11'
L10	N 46°19'27" E	88.01'
L11	N 43°42'19" E	62.66'
L12	N 46°19'57" W	62.53'
L13	N 46°20'00" W	62.38'
L14	N 46°17'08" W	62.50'
L15	N 51°49'22" W	56.74'
L16	S 39°16'47" W	5.46'
L17	N 65°42'34" W	49.14'
L18	S 34°12'27" W	105.41'
L19	N 58°01'04" W	64.26'
L20	N 43°34'27" E	100.48'
L21	N 64°04'54" W	50.12'
L22	N 63°57'08" W	24.80'
L23	N 63°54'53" W	37.68'
L24	N 63°58'27" W	62.43'
L25	N 62°27'53" W	37.04'
L26	S 26°43'33" W	73.40'
L27	S 26°43'33" W	47.45'
L28	S 51°34'55" E	14.20'
L29	N 51°34'55" W	77.93'
L30	S 29°05'48" W	137.26'
L31	S 29°05'48" W	166.48'
L32	S 60°54'12" E	6.08'
L33	N 42°11'37" W	157.54'
L34	S 46°19'27" W	13.39'
L35	N 42°11'37" W	77.46'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	558.80'	40.55'	40.54'	S 58°32'05" E	4°09'27"
C2	558.80'	89.36'	89.26'	N 51°52'30" W	9°09'44"
C3	509.80'	78.34'	78.27'	S 52°02'40" E	8°48'17"


**Prepared By:** PONDEROSA LAND SURVEYS, L.L.C.  
 332A WEST MAIN STREET  
 LEAD, SD 57754  
 (605) 722-3840

Date:	6/1/2023
Drawn By:	L. D. Vrem
Project No.:	23-168
Dwg. No.:	23-168.dwg

PLAT OF LOTS 11 REVISED, 12 REVISED, 13 REVISED, 14 REVISED, 18A REVISED, 20  
REVISED, 30 REVISED AND 31A REVISED, BLOCK 2 OF PALISADES TRACT OF  
DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD  
FORMERLY LOTS 11, 12, 13, 14, 18A, 20, 30 AND 31A, BLOCK 2  
ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼  
OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T5N, R3E, B.H.M.,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LOREN D. VREM, R.L.S. 6577

CERTIFICATE OF COUNTY TREASURER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, \_\_\_\_\_, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT \_\_\_\_\_ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LAWRENCE COUNTY TREASURER: \_\_\_\_\_

APPROVAL OF HIGHWAY AUTHORITY  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

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

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

\_\_\_\_\_  
CITY PLANNER

MAYOR

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

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 \$ \_\_\_\_\_

OWNER'S CERTIFICATE  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

**THE SUMMIT AT DEADWOOD STAGE RUN, LLC & WLP HOLDINGS, LLC**

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: \_\_\_\_\_

ACKNOWLEDGMENT OF OWNER  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_



Prepared By:  
**PONDEROSA LAND SURVEYS, L.L.C.**  
332A WEST MAIN STREET  
LEAD, SD 57754  
(605) 722-3840

Date:	6/1/2023
Drawn By:	L. D. Vrem
Project No.:	23-168
Dwg. No.:	23-168.dwg



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



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

## ***MEMORANDUM***

---

**Date:** June 8, 2023  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Planning and Zoning Administrator  
Cindy Schneringer, Zoning Coordinator  
**Re:** Temporary Vendors License – Ray Drea Studios LLC

---

On May 22, 2023, Ray Drea with Ray Drea Studios LLC submitted an Application for Temporary Vendors License for the period of August 4-12, 2023. Ray Drea Studios LLC has made arrangements with Ken Gienger to set up a booth inside the Celebrity Hotel to display fine art paintings for sale during the Sturgis Motorcycle Rally.

The Planning and Zoning Commission reviewed this application during the June 7, 2023 meeting and approved the application.

### **RECOMMENDED MOTION:**

Approval/Denial by Board of Adjustment

Return Completed Form To:  
**Planning and Zoning**  
108 Sherman Street  
Deadwood, SD 57732



Questions Contact:  
**Kevin Kuchenbecker**  
(605) 578-2082 or  
jeramyr@cityofdeadwood.com

Application Date: 5/22/2023

### APPLICATION FOR TEMPORARY VENDORS LICENSE

The Deadwood Zoning Administrator and Planning & Zoning Commission review all applications.

**Applicants:** Application must be received **60 days prior** to start of event. Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Applicant: Ray Drea Telephone: (414) 526-7222

Name of Business: Ray Drea Studios LLC Telephone: ( ) \_\_\_\_\_

Applicant's Mailing Address: 125 Steeple Pointe Ct. Delafield WI 53018  
Street City State Zip

Please select your type of vending:

\* Outside of a Structure – \$750.00 \_\_\_\_\_

\* Inside of an Existing Structure – \$250.00 X \_\_\_\_\_

For a period of fourteen (14) days: Beginning: 8/4/23

Ending: 8/12/23

5001-9683-5E

South Dakota Sales Tax Number: submitted 5/21/23, I will call with the number once I receive it.

Physical Street Address of Vending Location: 629 Main St., Deadwood, SD. 57732

Contact Name and Phone Number of Property Owners: Ken Gigier 605-639-3004

Complete Description of Goods and/or Services: Fine art paintings displayed for sale

**I agree that any falsification, misstatements or omissions, including those related to location and goods to be sold, shall result in immediate revocation of this license and forfeiture of the right to operate within the City Limits of Deadwood. It is further understood that payment of applicable state and city sales tax is made a provision of this license.**

Applicant's signature: [Signature] Date submitted: 5.22.23

Fee: \$ 250 Paid On 5/25/23 Receipt Number 00185871

PLANNING AND ZONING ADMINISTRATOR:		
Approved/P&Z Administrator:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Signature: <u>[Signature]</u> Date: <u>06/08/2023</u>
PLANNING AND ZONING COMMISSION:		
Approved/P&Z Commission:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Date: <u>June 7, 2023</u>

Reason for Denial (if necessary): \_\_\_\_\_





June 9, 2023

City of Deadwood Fire Department  
 Attn: Jessica McKeown  
 102 Sherman Street  
 Deadwood, SD 57732-1309

Dear Jessica,

Enclosed please find a chassis invoice for the City of Deadwood Fire Department pumper apparatus unit. For your reference the serial number is noted on the chassis invoice. Please return payment by June 29, 2023 to avoid any additional charges.

We have enclosed is an exemption certificate to verify your exempt status from federal excise tax. Please complete this form and return it to Rosenbauer South Dakota with your payment. Failure to return a signed chassis exemption certificate could result in an additional charge of 12% Federal Excise Tax.

Also enclosed is a Certificate of Origin assignment information form. Please provide the appropriate information and return it with your payment, email or fax back to Rosenbauer.

Please call if you have any questions.

Thank you,

*Jackie Benson*

Jackie Benson  
 Asst. Contract Administrator

Encl: Invoice  
 Exemption Certificate  
 Certificate of Origin Assignment

Cc: Heiman Fire Equipment, Grant Aasen

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

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
 100 THIRD STREET  
 LYONS, SOUTH DAKOTA 57041  
 P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
 5181 260TH STREET  
 P.O. BOX 549  
 WYOMING, MINNESOTA 55092  
 P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
 5190 260TH STREET  
 P.O. BOX 549  
 WYOMING, MINNESOTA 55092  
 P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
 870 SOUTH BROAD STREET  
 FREMONT, NEBRASKA 68025  
 P: 402.721.7622



Rosenbauer South Dakota  
100 3rd St  
Lyons, SD 57041 US  
605-543-5591  
jlbenson@rosenbaueramerica.com

# INVOICE

**BILL TO**

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732-1309 USA

**INVOICE #** 1805

**DATE** 06/09/2023

**DUE DATE** 06/09/2023

**TERMS** Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Chassis	International Chassis per PO# 31221 (Sourcewell Contract)	1	109,300.00	109,300.00
Chassis	Please remit payment by June 29, 2023 to avoid any additional charges. Thank you!	1	0.00	0.00
Chassis	VIN# 3HAEETAR2RL736956	1	0.00	0.00

Chassis #18464

BALANCE DUE

**\$109,300.00**



Assignment of Certificate of Origin Information

Name of Purchaser: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Lienholder Information (if applicable)

Lien in favor of: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

Shipping/Mailing Address for Certificate of Origin

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

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

City/State/Zip: \_\_\_\_\_

Email: [jlbenenson@rosenbaueramerica.com](mailto:jlbenenson@rosenbaueramerica.com)

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

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 280TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 280TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622

### Exemption Certificate

#### Manufacturer's Federal Excise Tax

For use by state and local governments (section 4221 (a) (4) of the internal revenue code)

The undersigned hereby certifies that he is authorized to execute this certificate and that the articles specified in the accompanying order or on the reverse side hereof, are purchased from:

Name and address of vendor:  Rosenbauer South Dakota, LLC 100 Third Street Lyons, SD 57041
--

by the organization identified below for its exclusive use:

Name and address of governmental unit, including a public school, or organization performing an essential governmental function.
--

If any article covered by this certificate is used for other than the exempt purpose initially intended, such fact shall be reported to the manufacturer of the article. It is understood that the penalty for fraudulent use of this certificate is a fine of not more than \$10,000 or imprisonment for not more than five years, or both, together with costs of prosecution.

Signature	Title	Date
-----------	-------	------

REGULAR MEETING, April 5, 2021

Final Plat

Russel spoke about the final plat. Martinisko moved, Struble seconded to act as Board of Adjustments and approve final plat legally described as: LOTS 1A AND 1B, BLOCK 4A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA FORMERLY A PORTION OF LOT 1, BLOCK 4A. (727 and 729 Stage Run. Planning and Zoning approved on March 17, 2021.) Roll Call: Aye-All. Motion carried.

Purchase

Kruzel spoke about the purchase. Struble moved, Martinisko seconded to purchase and pay Henke Manufacturing Corp. for Plow Loader Adapter in the amount of \$7,431.00 to be paid from Streets Equipment Budget. Roll Call: Aye-All. Motion carried.

Hire

Kruzel spoke about the upgrade. Johnson moved, Martinisko seconded to hire and pay Temperature Technologies to upgrade RTU 5 rooftop at City Hall in the amount of \$8,401.00 to be paid from Public Buildings repair budget. Roll Call: Aye-All. Motion carried.

Contract

Kruzel spoke about the purchase. Struble moved, Martinisko seconded to allow Mayor to sign contract with Altec Capital for five-year lease of bucket truck with total contact amount of \$163,481.00 with annual appropriations and allow first annual payment in the amount of \$30,615.24, to be paid from Streets Equipment. Roll Call: Aye-All. Motion carried.

Purchase

Finance Officer McKeown spoke about the purchase. Martinisko moved, Struble, seconded to purchase 2022 International HV507SFA Chassis with Rosenbauer FX Pumper Body (Fire Truck) per specifications of custom build. Total amount not to exceed \$513,966.00 with \$109,300.00 expended in 2021 and remaining to be paid when delivered pending review from Legislative Audit. (To be paid from Fire Dept. Truck Reserve.) Commissioner Todd thanked the Fire Department for their hard work, dedication and bravery. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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

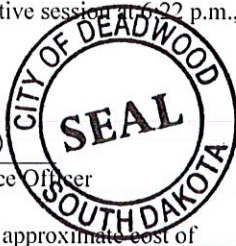
ADJOURNMENT

Struble moved, Johnson seconded to adjourn the regular session at 5:49 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, April 19, 2021.

After coming out of executive session at 6:22 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

Jessica McKeown, Finance Officer



DATE:

BY:

David Ruth Jr., Mayor

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



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



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

## **M E M O R A N D U M**

---

**Date:** June 8, 2023  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Planning and Zoning Administrator  
**Re:** Professional Services for Design Work for Wayfinding and Signage

---

Staff is requesting permission to enter into a contractual agreement for Design Services with Berberich Design in the amount not to exceed \$20,000.00 to be paid from Historic Preservation, Planning and Zoning, Parks, and Parking and Transportation professional services line items.

Attached is a proposal from Berberich Design for continued design and documentation of wayfinding signage, architectural signage, interpretive signage, architectural design, interior design, 3D brand communication, logo design as well as research, and copywriting. Mr. Ray Berberich with Berberich Design is the designer on record for the archways and wayfinding systems installed over the past several years.

This signage project is valuable to residents and visitors.

**Recommended Motion:**

*Move to enter into a contractual agreement for design services with Berberich Design in the amount not to exceed \$20,000.00 to be paid from Historic Preservation, Planning and Zoning, Parks, and Parking and Transportation line items.*

# DESIGN CONSULTANT AGREEMENT

## DRAFT

**I. The Parties.** This Design Consultant Agreement ("Agreement") is made effective as of June 5th, 2023, by and between:

**Designer:** Berberich Design with a street address of 1515 Forest Drive, City of Rapid City, State of South Dakota, 57701 (Designer)

AND

**Client:** City of Deadwood with a street address of 108 Sherman Street, City of Deadwood, State of South Dakota 57732 ("Client").

**II. Services.** Designer agrees to provide the following Services:  
Design and documentation of wayfinding signage, architectural signage, interpretive signage, architectural design, interior design, 3D brand communication, logo design, as well as, research, copywriting ("Services").

**III. Term.** The Services shall commence on June 5th, 2023, and end: (check one)

- On the date of \_\_\_\_\_, 20\_\_\_\_.
- At completion of the Services performed.
- Upon either party may terminate this Agreement with 30 days' notice.
- Other. \_\_\_\_\_.

**IV. Compensation.** In consideration for the Services provided, the Designer is to be paid in the following manner: (check all that apply)

- Per Hour. \$110 /hour.
- Per Job. \$\_\_\_\_\_ for the completion of the Services.
- Commission. \_\_\_\_\_% commission based on \_\_\_\_\_.
- Other. \_\_\_\_\_.

**V. Contingency.** As part of the Designer's Pay: (check one)

- There **SHALL** be a contingency-fee arrangement in accordance with: (check applicable)
- \_\_\_\_\_% of \_\_\_\_\_.
- There **SHALL NOT** be a contingency-fee arrangement as part of this Agreement.

**VI. Payment.** Designer shall be paid, in accordance with section IV: (check one)

- On a  weekly  monthly  quarterly basis beginning on \_\_\_\_\_, 20\_\_\_\_.
- At completion of the Services performed.

- Upon the Client receiving an Invoice from the Designer, typically monthly.

- Other. \_\_\_\_\_.

**VII. Retainer.** The Client is: (check one)

- Required to pay a Retainer in the amount of \$\_\_\_\_\_ to the Designer as an advance on future Services to be provided ("Retainer"). The Retainer is: (check one)

- Refundable.

- Non-Refundable.

- Not required to pay a Retainer before the Designer is able to commence work.

**VIII. Expenses.** Designer is: (check one)

- Responsible for all expenses. The Designer shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Designer including out-of-pocket expenses.

- Reimbursed for ONLY the following expenses: \_\_\_\_\_.

Client agrees to pay the Designer within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Designer may have to show receipt(s) or proof(s) of purchase for said expense.

- Not required to pay or be responsible for any expense in connection with the Services provided. The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, translation services, color computer printouts, high resolution scans, purchase of copyrighted material, photocopies, photography, postage, and overnight delivery charges. All reimbursable expenses incurred shall be invoiced as needed and payable upon receipt.

**IX. Disputes.** If any dispute arises under this Agreement, the Designer and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in Pennington County, State of South Dakota.



**X. Legal Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt. **If different** from the mailing address in Section I, enter below:

Client's Address: 108 Sherman Street, Deadwood, SD 57732

Designer's Address: 1515 Forest Drive, Rapid City, SD 57701

**XI. Return of Records.** Upon termination of this Agreement, the Designer shall deliver all records, notes, and data of any nature that are in the Designer's possession or under the Designer's control and that are of the Client's property or relate to Client's business.

**XII. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XIII. Independent Contractor Status.** The Designer, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Designer's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Designer agrees and represents:

- a.) Designer has the right to perform Services for others during the term of this Agreement;
- b.) Designer has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Designer shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Designer has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement and any fees shall be a reimbursable expense.
- d.) Neither Designer nor the Designer's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Designer, Designer's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Designer;
- f.) Neither the Designer nor the Designer's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Designer nor Designer's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

**XIV. State and Federal Licenses.** The Designer represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**XV. Payment of Taxes.** Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Designer's payments to employees or personnel or make payments on behalf of the Designer;
- b.) Making Federal and/or State unemployment compensation contributions on the Designer's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Designer is not a business entity, all applicable self-employment taxes. Upon demand, the Designer shall provide the Client with proof that such payments have been made.

**XVI. Employees' Compensation.** Designer shall be solely responsible for the following:

- a.) Employee Benefits. The Designer understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees, including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Designer shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Designer shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Designer shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Designer hires employees to perform any work under this Agreement, the Designer agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Designer must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

**XVII. Indemnification.** Designer shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Designer fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Designer's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Designer under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

**XVIII. Confidentiality & Proprietary Information.** The Designer acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Designer in order for the Designer to perform their duties under this Agreement. The Designer acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Designer will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf. Designer shall treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Designer to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Designer gained knowledge as a result of the Designer's Services to the Client.

Upon termination of the Designer's Services to the Client, or at the Client's request, the Designer shall deliver all materials to the Client in the Designer's possession relating to the Client's business.

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

**XIX. Assignment and Delegation.** The Designer may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor") to the Designer. The Designer recognizes that they shall be liable for work performed by a Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Designer recognizes that they shall not be liable for work performed by a Subcontractor hired by the Client.

**XX. Governing Law.** This Agreement shall be governed under the laws in the State of South Dakota.

**XXI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXII. Additional Terms and Conditions.** N/A

**XXIII. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the

Client and Designer. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

**Designer's Signature**



Date June 5, 2023

Print Name Ray Berberich, Berberich Design

**Client's Signature** \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

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



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

## **M E M O R A N D U M**

---

**Date:** June 9, 2023  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Planning and Zoning Administrator  
**Re:** Permission to Pay Black Hills Pioneer Invoice

---

Staff is requesting permission to pay Black Hills Pioneer (Seaton Publishing) invoice in the amount of \$20,250.00 for the annual renewal fee for the Deadwood Welcome Center kiosks and mobile app content management to be paid from the HP Public Education line item.

During the April 19, 2021, the City Commission approved to renew the four-year contract with Seaton Publishing for maintaining kiosks at the Deadwood Welcome Center, History and Information Center, South Gateway, and the Deadwood portion of the Explore Black Hills mobile app at a cost of \$20,250.00 annually from 2021-2024.

Recommend the City Commission approve permission to pay Black Hills Pioneer invoice in the amount of \$20,250.00 for the annual renewal fee for the Deadwood Welcome Center kiosks and mobile app content management to be paid from the HP Public Education line item.

### **Recommended Motion:**

*Recommend the City Commission approve permission to pay Black Hills Pioneer invoice in the amount of \$20,250.00 for the annual renewal fee for the Deadwood Welcome Center kiosks and mobile app content management to be paid from the HP Public Education line item.*



The Weekly Prospector | Nation's Center News

P.O. Box 7 • 315 Seaton Circle  
Spearfish, South Dakota 57783  
Telephone: 605-642-2761

# INVOICE

**BILL TO**

DEADWOOD HISTORIC  
PRESERVATION  
KEVIN KUCHENBECKER  
108 SHERMAN STREET  
DEADWOOD, SD 57732

**INVOICE #** 102035  
**DATE** 05/26/2023

DATE	DESCRIPTION	AMOUNT
	ANNUAL RENEWAL FEE FOR DEADWOOD WELCOME CENTER KIOSKS & MOBILE APP CONTENT MANAGEMENT, 1 @ \$20,250.00	20,250.00

---

**BALANCE DUE** **\$20,250.00**

A Service charge of 1.5% will be added to balances not paid within 30 days from the statement date.



P.O. Box 861 | Spearfish, South Dakota 57783  
 6056416339 | bhtreewise@gmail.com | www.bhtreewise.com

**RECIPIENT:**

**City of Deadwood - Public Works**

108 Sherman Street  
 Deadwood, South Dakota 57732

**Quote #1137**

Sent on Jun 14, 2023

**Total \$50,000.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree Trimming & Removals	Trimming and removal of trees around creek. Clean up of tree debris, metal, garbage, and removal of silt fence along creekside Haul away all material. Work to be done in accordance with site walk around.	1	\$50,000.00	\$50,000.00

This quote is valid for the next 30 days, after which values may be subject to change.

<b>Subtotal</b>	\$50,000.00
<b>Tax Exempt (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$50,000.00</b>

OFFICE OF  
**PUBLIC WORKS**  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



Lornie Stalder  
 Public Works Director  
 Telephone (605) 578-2082  
 Lornie@cityofdeadwood.com

## **MEMORANDUM**

---

**Date:** June 15, 2023  
**To:** Deadwood City Commission & Honorable Mayor  
**From:** Lornie Stalder Public Works Director  
**Re:** Denver Pump Station Upgrade

---

The City Water Department is requesting permission to approve a quote from Dakota Pump in Rapid City, South Dakota to upgrade the booster pumps at the Denver Pump Station in the amount of \$59,902.

The City of Deadwood approved a contract with Towey Design Group to provide a Water Module Study for future growth and current conditions of our water system. Urgent upgrade #1 in the study listed the Denver Pump Station upgrade at a cost of \$807,000. The upgrade was to include a new booster station. Urgent upgrade #2 of the Water Modeling Study requires a dedicated water line from Lee Street to the City Shop in the amount of \$2,897,000. Following the completion of urgent task #2 the usage and demand of the Denver Street Pump Station drops from 62% to 20 %. Public Works asked Towey Design Group to consider upsizing the pumps to a larger GPM and to stay in the current pump station to reduce costs versus future usage of the Denver Pump Station. Dakota Pump confirmed that the upgrade could be done by moving from horizontal pumps to vertical pumps and staying in the current pump station. The upgrade will allow the City of Deadwood to go from 100 additional water taps to 150 water taps.

### **RECOMMENDATION:**

Move to accept the quote of \$59,902 from Dakota Pump in Rapid City South Dakota for the Denver Street Pump Station.



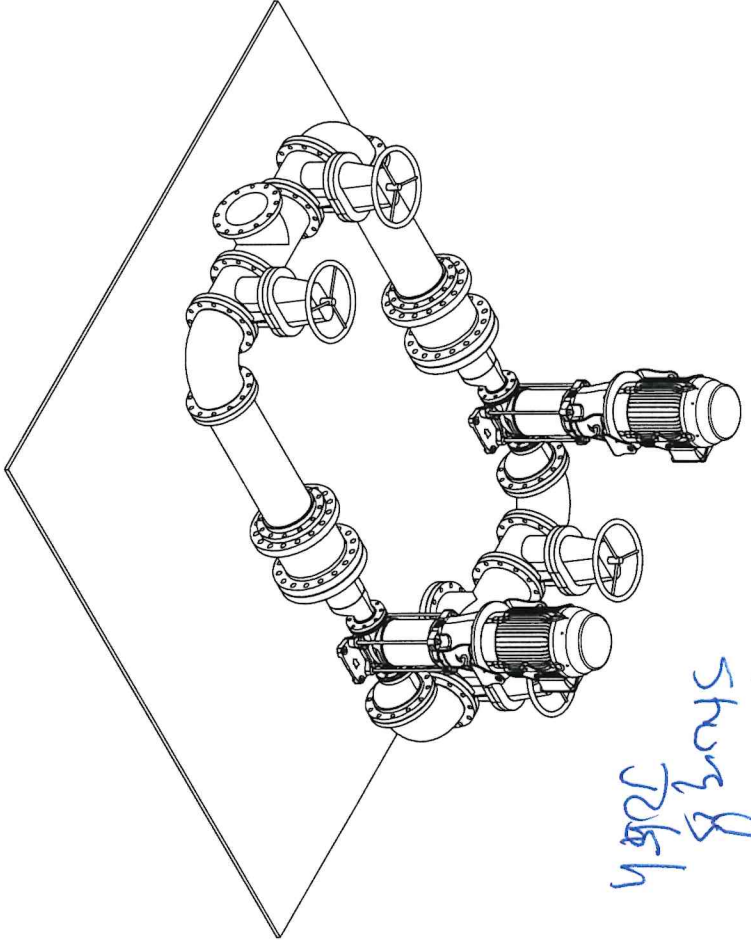
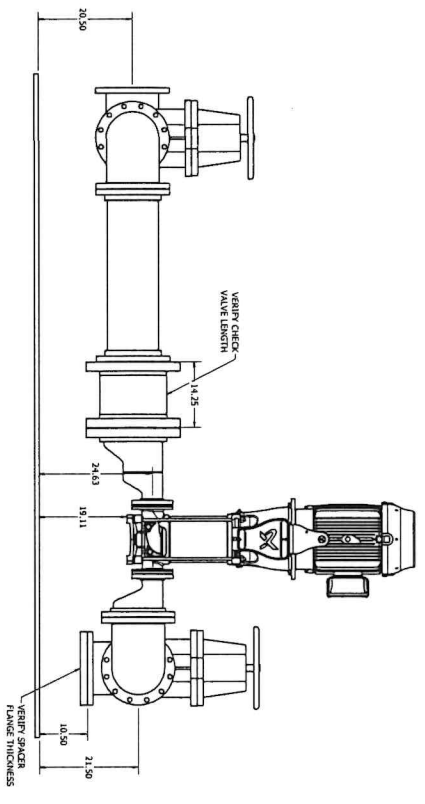
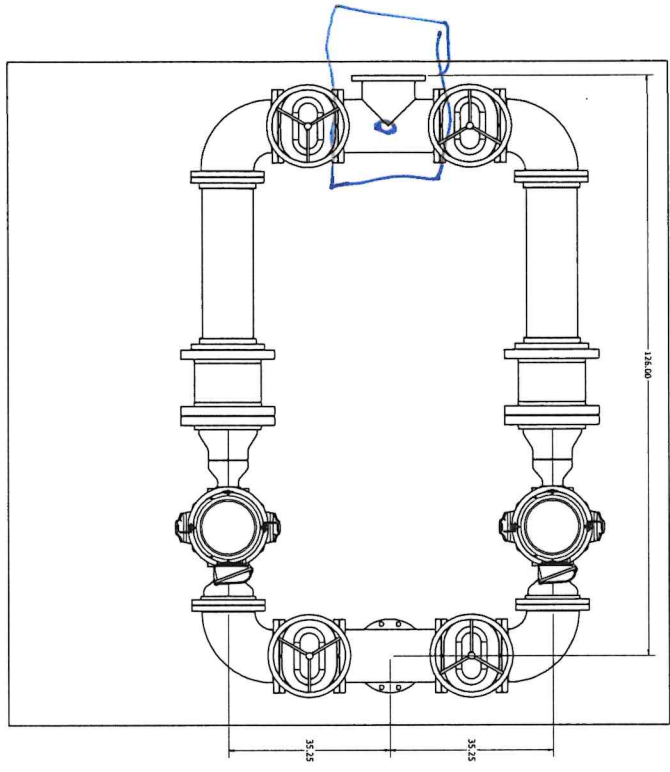


MOBILE 605.430.2862  
 OFFICE 605.996.6636  
 EMAIL will@dakotapump.com  
 WEB www.dakotapump.com

**Project:** Denver Street Booster  
**Location:** Deadwood SD

**Sales Rep:** WL  
**Date:** 6/5/2023  
**Quote:** W2023-068

Qty		Price	Extended
1	<p>Dakota Pump intends to replace and move items in the Denver Pump Station to allow for two Grundfos Vertical Multi Stage Pumps with 50hp Motor and 230/460 volt connection rated for 400GPM at 355TDH to be installed. Pump were sized at these condition based on water model provided by others. Some existing items like gate valves and check valves will be re used and are not included in this price. If during demolition we find that they can not be re used a change order will be needed. Lead times on these items may prevent us from completing the work in a timely fashion. Items we intended to reuse are (2)10" Tees, (4) 10" 90 elbows, (4) 10" gate valves and (2) 12" 300# globe check valves. Items that will be provided by Dakota Pump to re pipe in addition to the pump listed above are pump flanges, (2) 12" CS 300# SO flanges, (2) 8X12 ECC Reducers, (2) 8X4 Ecc reducers, (2) 10X4 Ecc Reducers, (2) 10" spool pieces, 1 10" flange filler, various gaskets hardware paint and fusion bonding. Dakota Pump will provide the men and the labor hours to raise the inlet tee so that all center lines of the discharge piping line up. A preliminary model of what we think this will look like is attached at the end of this quote.</p> <p>Lead times on pumps will be given once and order is placed.</p> <p style="text-align: right;"><b>Total for items listed above:</b></p> <p style="text-align: center;"><b>Clarifications and Exceptions</b></p> <p>Inlet and discharge isolation valves to station must function and be operated for Dakota Pump to begin work on the Station.</p> <p>Electrical connection must be done by others. The new pump may require new wires to be pulled from the starter cabinet.</p> <p>If an order is placed we will come out to take final measurements to build custom parts needed.</p> <p>Dakota Pump Inc reserves the right to increase the price of the ordered products, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the products to Dakota Pump Inc that is due to any factor beyond the reasonable control of Dakota Pump Inc including foreign exchange fluctuations, increases in materials, energy and other transportation and/or manufacturing costs.</p> <p>Dakota Pump will not accept liquidated damages or financial penalties of any type due to factor outside of our control.</p> <p>The World Health Organization (WHO) declared of the outbreak of COVID-19 to be a public health emergency of international concern. Dakota Pump and our suppliers may experience interruptions to our supply chains and difficulties with ordered products delivered on time. Based on the declaration from WHO and the measures taken by various suppliers and supply chains, we consider the cause of any delay to be an extraordinary situation outside of Dakota Pump's reasonable control. Because of the declaration from WHO, all estimated deliveries are subject to change. Dakota Pump will continue to monitor the situation and keep our customers updated.</p> <p>Accepted By:</p> <p>Print:</p> <p>Date:</p> <p>Phone:</p> <p>Sign:</p>	\$59,902.00	<p>\$59,902.00</p> <p>\$59,902.00 tax not included</p>
<b>Total:</b>			<b>\$ 59,902.00</b>



electrical  
up top

legendary  
shurg  
7/25/14

late summer  
early fall  
3 days

<b>DAKOTA PUMP</b>		PRODUCT:
2554 43TH AVE. L. (605) 796-6536	DESIGNED BY:	DATE:
MITCHELL, SD 57701 W. dakotapump.com	SCALE:	REV:

Your Single Source Service Provider |



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

November 15, 2022

QUOTE NUMBER: Q2206122

**CASEY DEBUHR**

Rasmussen Mechanical Services  
3590 Mayer Ave  
Sturgis, SD 57785

**LORNIE STALDER**

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

**Proposal****Subject: RTU #5 Compressor and Ignitor repair****Lornie Stalder,**

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

**Inclusions:**

- (1) Compressor
- (1) Contactor
- (1) Filter Dryer
- (1) Ignitor
- R410 Refrigerant
- Labor

**Price**

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

*Five Thousand Seven Hundred and Eighty Four Dollars....\$5,784.00*

**Terms and Conditions**

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

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

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

Respectfully Submitted,

**Casey Debuhr**

*Preventative Maintenance*

**Rasmussen Mechanical Services**

Phone:  
Mobile: +1 6056700494  
Email: casey.debuhr@rasmec.com

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

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

Buyer's Acceptance

Approved by Seller

*Shawn Martich Acting President*

Authorized Signature for: CITY  
HALL/PLANNING/ZONING

Rasmussen Mechanical Services

*11/21/22*

Date of Acceptance

QUOTE NUMBER: Q2206122

Date of Acceptance



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



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

## MEMORANDUM

---

**Date:** June 8, 2023  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Planning and Zoning Administrator  
**Re:** Permission to Pay Rosenbaum's Signs Invoice

---

Staff is requesting permission to pay Rosenbaum's Signs invoice in the amount of \$15,653.09 for four vehicular wayfinding signs to be paid out of HP Capital Assets – Wayfinding line item.

This is a \$278.09 increase from when the City Commission approved to accept the low quote for four vehicular wayfinding signs with Rosenbaum's Signs in the amount of \$15,375.00 on October 17, 2022.

### **Recommended Motion:**

*Move to approve permission to pay Rosenbaum's Signs invoice in the amount of in the amount of \$15,653.09 for four vehicular wayfinding signs to be paid out of HP Capital Assets – Wayfinding line item.*



# INVOICE

**Invoice #:** SC12930  
**Invoice Date:** 05/09/23  
**Customer #:** 1813  
**Page:** 1 of 1

**Project #:**

<b>BILL TO:</b>	<b>JOB LOCATION:</b>
CITY OF DEADWOOD ATTN: MARY JO 102 SHERMAN ST DEADWOOD SD 57732	CITY OF DEADWOOD Attn: Mary Jo 102 Sherman St Deadwood SD 57732 ORDERED BY: Ray

ORDERED BY	PO NUMBER	SALESPERSON	SHIP VIA	ORDER DATE	PAYMENT TERMS	DUE DATE
Ray		MIKEWI		10/25/22	NET 30 DAYS	06/08/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* Item #ROSENBAUM Furnish and install new signs per art work.	15,340.00	15,340.00
		<b>SUB TOTAL</b>	15,340.00
	* INDICATES TAXABLE ITEMS	EXCISE TAX 2.0410%	313.09
	***** SALES ORDER COMMENTS ***** Ray Berberich (Berberich Design): 605-430-5170		

LESS PRE-PAYMENTS:	
PLEASE PAY THIS AMOUNT:	\$15,653.09

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
COMPLETE CONCRETE, INC. RE: 650 MAIN STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and COMPLETE CONCRETE, INC., with its principal place of business located at 7201 S Hwy 16, Ste 100, Rapid City, SD 57701, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 650 Main Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Four Hundred Ninety Eight Thousand Two Hundred Forty One and 00/100 Dollars (\$498,241.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 650 Main Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;

5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
8. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4” minimum depth with #4 rebar at 18” c.c. centered in slab.
11. Any new stone veneer may be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. CONTRACTOR shall fully execute the work described in the Contract Documents;
13. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties



- prior to any changes being made;
- f. Comply with all local and state laws relating to workmen’s compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

15. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

COMPLETE CONCRETE, INC.

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

\_\_\_\_\_  
Its: President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, the President of COMPLETE CONCRETE, INC. and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

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



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

## **MEMORANDUM**

---

**Date:** June 16, 2023  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
Randy Adler, Parks, Recreation & Events Director  
**Re:** Permission to hire William Schmidt to pour concrete pads

---

Staff is requesting permission to hire William Schmidt to pour two concrete pads under the Event Complex in the amount of \$9,240.00. This will complete the project of adding concrete pads under the grandstands for vendors.

This project will be paid out of the HP Capital Assets line item.

### **Recommended Motion:**

*Move to hire Williams Schmidt to pour two concrete pads under the Event Complex in the amount of \$9,240.00 to be paid out of the HP Capital Assets line item.*

Wm. Schmidt  
8082 Blucksberg Dr.  
Sturgis, SD 57785

Section 10 Item o.

- 2 Pads AT Rodeo Grounds :
- 1) 18'x18'x4" under Grand Stands
  - 2) 18'x19'x4"

Form up, Grade in, Pack :  
Dowl into existing concrete :  
Tie in 1/2" Fiber Bar 24" o.c. :  
Pour & Finish Slabs,  
use portable Pumper :

Dandwood Total = \$9,240<sup>00</sup>  
CITY

*Wm Schmidt*

6-5-2023

**AFFILIATED OFFICE**

Gillette, WY • Phone 307-682-7808 • Fax 307-687-0021

108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084



**Randy Adler**  
Parks, Rec and Events Director  
randy@cityofdeadwood.com  
Telephone (605) 578-2082

## ***MEMORANDUM***

---

**Date:** June 19<sup>th</sup> 2023  
**To:** Deadwood City Commission  
**From:** Randy Adler, Parks, Recreation and Events Director  
Sexton of Historic Cemeteries  
**Re:** Concrete the last two pads under main grandstands

---

This will be for the last two dirt pads under main grandstands which are approximately 18x18 to add more vender space, this will be a completion of the floor to be all concrete and will help with storage when not in use during special events and will keep benches, metal garbage cans and picnic tables out of the dirt in winter months. Reached out to William Schmidt to pour the pads at \$9,240.00 to complete this project.

West River Trailer Sales  
 115 N Cambell St  
 RAPID CITY, SD 57701

# Estimate

Date	Estimate #
6/8/2023	2267

Name / Address
CITY OF DEADWOOD 102 SHERMAN ST DEADWOOD, SD 57732

Project

Description	Qty	Rate	Total
CM-RD	1	4,195.00	4,195.00T
INSTALL TRUCK BED	1	1,250.00	1,250.00T
IF IT HAS BACK UP CAMERA	1	100.00	100.00T
IF IT HAS SENSOR	1	100.00	100.00T
ALL ITEMS SOLD BY OR WORK DONE BY WRTS LLC OR WEST RIVER TRAILER SALES DON'T HAVE ANY WARRANTY EXPRESSED OR IMPLIED. WHEN THE TRAILER IS TAKEN, IT IS YOUR RESPONSIBILITY TO CHECK THE WHEELS FOR TIGHTENING AFTER LEAVING THE LOT.		0.00	0.00

<b>Subtotal</b>		\$5,645.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$5,645.00

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: June 13, 2023

Organization: Northern Hills Fraternal Order of Police

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

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

Contact Information:

Name: Kevin Klunder

Address: PO Box 881

Phone #: 605-645-1184

Email: klunderk@rushmore.com

501 (c) 3- Non Profit:    Yes     No

Dates of Ticket Sales: June 22, 2023

Date of Raffle Drawing: August 24, 2023

Value of Raffle Prize: #1200.00

Proceeds will benefit: Deadwood Police Department Hono

Office use only:

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

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