



City Commission Regular Meeting Agenda

Monday, April 03, 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 March 20, 2023 City Commission minutes

[b.](#) Approve March 20, 2023 Board of Equalization minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for April 3, 2023 and additional bill

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring Saturday, May 13, 2023 as Keone Young Day in the City of Deadwood

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.](#) Approve Resolution 2023-08 Declare Surplus Duty Weapon

[b.](#) Resolution 2023-09 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 28 and 29, 2023.

c. Permission to hire Job Corp student Gavin (Chaske) Rucker as Historic Preservation Archival Intern at \$14.33 per hour effective April 28, 2023 pending pre-employment screening.

d. Permission to hire Job Corp student Nicholas Melius as Historic Preservation Archival Intern at \$14.33 per hour effective April 6, 2023 pending pre-employment screening.

e. Permission to accept resignation from Rec. Center receptionist, Bradley Morgan, effective March 27, 2023

- f. Permission to accept resignation of Community Service Officer Forrest Wilson effective April 4, 2023.
- g. Permission to advertise in-house for five days then in the official paper for Community Service Officer (CSO) at \$19.00 per hour. (D9 rank)
- h. Permission to accept resignation from Police Officer Verla Little effective April 15, 2023.
- i. Permission to advertise in-house for 5 days and then in official newspaper for two full-time police officer positions. (\$25.79 per hour for Certified and \$23.22 for Non-Certified.)
- j. Permission to accept resignation from Danny Stacy, Brian Swets and Justin Lux as part-time police officers effective March 30, 2023.
- k. Permission to accept retirement letter from Street Superintendent William Burleson, effective June 2, 2023. (26 years of service to the City of Deadwood)
- l. Permission to advertise in-house for 5 days and then in official newspaper for Streets Superintendent at \$27.00-\$29.00 per hour (D17-D19 rank) depending on education, experience and qualifications.
- m. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, June 9 and Saturday, June 10, 2023 for PBR Event. No public hearing necessary since license is on publicly owned property.
- n. Approve Special Liquor License for Cadillac Jacks to serve liquor at Event Complex on Friday, June 30 and Saturday, July 1, 2023 from 2:00 to 10:00 p.m. for Monsters of Destruction. No public hearing necessary since license is on publicly owned property.
- o. Allow use of public property for Lead Deadwood Youth Soccer at the Event Complex from March 12 through May 27, 2023 pending proof of insurance.
- p. Allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Tuesday, August 1 through Monday, October 30, 2023 pending proof of insurance
- q. Permission to pay Days of '76 Museum invoice in the amount of \$2,500.00 for the 2023 Days of '76 Lakota Experience. (To be paid from the HP Public Education line item.)
- r. Permission to pay Rasmussen Mechanical in the amount of \$2,718.27 for HVAC parts at City Hall. (To be paid by Public Buildings Professional Services.)
- s. Permission to hire and pay Mid-American Research Chemical in the amount \$2,929.40 to refinish rec center gym floor. (To be paid from Bed & Booze Professional Services.)
- t. Acknowledge amount given to City by Fuller Brother's. \$120,000.00.
- u. Permission for Finance Officer to sign engagement letter with Casey Peterson, LTD for professional services not to exceed \$20,000.00. (To be paid from Finance Professional Services.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine License transfer from Chubby Chipmunk Hand Dipped Chocolates to Carolle & Seth Tautkus dba Chubby Chipmunk at 420 Cliff Street.
- b. Hold public hearing for PBR Event: open container from noon to 10:00 p.m. on Friday, June 9 and Saturday, June 10 at Event Complex and waiver of user fees Thursday, June 8 through Sunday, June 11, 2023 at Event Complex.
- c. Hold public hearing for Days of '76 Events: street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 28 and from 9:30 a.m. until parade ends on Saturday, July 29; open container Thursday, July 20 through Sunday July 30 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 23 through Saturday, July 29 from 8:00 a.m. to 10:00 p.m. daily at Event Complex; and waiver of user fees Wednesday, July 19 through Monday, July 31, 2023 at the Event Complex.
- d. Hold public hearing for Monsters of Destruction Event: open container on Friday, June 30 and Saturday, July 1 from 2:00 p.m. to 10:00 p.m. at Event Complex; and waiver of user fees Thursday, June 29 through Sunday, July 2, 2023 at the Event Complex.
- e. Hold public hearing for Kool Deadwood Nites Event: street closure on Main Street from Wall to Deadwood at 2:15 p.m. Wednesday, August 23 to 2:00 a.m. Sunday, August 27; street closure on Siever Street on Thursday, August 24 from 5:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine street on Thursday, August 24 from 3:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 25 and Saturday, August 26 from 3:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 27; open container in Zones 1 and 2 on Wednesday, August 23 from 5:00 p.m. to 10:00 p.m., Thursday, August 24 from noon to 10:00 p.m., Friday, August 25 from noon to 10:00 p.m., Saturday, August 26 from noon to 10:00 p.m. and Sunday, August 27 from noon to 10:00 p.m.; waiver of banner fees Thursday August 24 through Sunday, August 27; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Wednesday, August 23 through Sunday, August 27; waiver of vending fees for Napa at Welcome Center Lot Thursday, August 24 through Saturday, August 26; use of Interpretive Lot 2:00 a.m. Thursday, August 24 to 2:00 p.m. Sunday, August 27; use of Welcome Center Lot 6:00 a.m. Wednesday, August 23 to 10:00 p.m. Saturday, August 26; and use of Event Complex, Friday, August 25 through Sunday August 27; Main Street parking on Thursday, August 24 to Saturday, August 26 from 10:00 a.m. to 10:00 p.m. daily.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading of Ordinance #1365 Budget Supplement 1 for 2023.
- [b.](#) Resolution 2023-10 Resolution of support and authorizing submittal of a South Dakota Recreation Trails Program Grant application to aid in financing the Deadwood Hill Trailhead Parking area.
- [c.](#) First Reading of Ordinance #1366 Budget Supplement 2 for 2023.
- [d.](#) Resolution 2023-11 Interfund Cash Transfers for 2023
- [e.](#) Permission to contract and pay Flat Earth Art Co. in the amount of \$15,425.00 to repaint the six monument signs coming into Deadwood. (To be paid from HP Capital Assets.)
- [f.](#) Permission to pay Golden West Technologies in the amount of \$7,262.50 to build a new Azure infrastructure for ArcGIS. (To be paid from HP Professional Services.)
- [g.](#) Permission to purchase five interpretive panels from Pannier Graphics in the amount of \$3,900.00. (To be paid from HP Public Education line item.)
- [h.](#) Permission to accept Black Hills Post 5969 VFW into the Not-for-Profit Grant Program to replace HVAC System in the amount of \$28,824.00.

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

- a. Brief update of findings and directions from Short-Term Rental Task Force [No action to be taken].

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, MARCH 20, 2023

The Regular Session of the Deadwood City Commission convened on Monday, March 20, 2023 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes March 6, 2023. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Struble moved, Todd seconded to approve the March 20, 2023 disbursements and additional bill. Roll Call: Aye-All. Motion carried.

A - Z SHREDDING	SERVICE	13.90
ALBERTSON ENGINEERING	PROJECT	4,845.59
ALSCO	SUPPLIES	1,092.23
AMAZON CAPITAL	SUPPLIES	874.83
AMAZON	SERVICES	351.75
AVID4 ENGINEERING	PROJECT	6,203.82
BARCO PRODUCTS	BENCH	1,293.33
BEAR BUTTE CREEK HIST.PRES	GRANT	8,842.00
BH CHEMICAL	SUPPLIES	1,797.00
BH PIONEER	SERVICE	775.28
BH SPECIAL SERVICES	CLEANING	2,200.00
BLACKSTRAP	SUPPLIES	5,254.21
BUTLER MACHINERY	SUPPLIES	1,010.73
CENTURY BUSINESS PRODUCTS	CONTRACT	230.51
CIVICPLUS	RENEWAL	350.00
CLOTHE-A-KID OF LEAD-DEADW	PARKING DONATION	600.00
CURTIS BLUE LINE	SUPPLIES	24.70
DAKOTA PUMP	REPAIR	5,972.46
DAYS OF '76 MUSEUM	SERVICE	2,500.00
DEADWOOD CHAMBER	BILL LIST	93,800.25
DEADWOOD HISTORY	MAGAZINE	475.00
ECOLAB	SERVICE	254.73
FIB CREDIT CARDS	SUPPLIES	212.81
FULLER BROTHERS	LAND	690,461.87
GALLS	UNIFORMS	343.58
GOLDEN WEST	SERVICE	3,464.50
GUNDERSON, PALMER, NELSON	SERVICE	3,205.02
HEIMAN	SUPPLIES	840.00
HILLYARD	SUPPLIES	261.60
IDENTISYS	SUPPLIES	683.40
INTERSTATE ENGINEERING	PROJECT	70,567.67
IPS GROUP	SERVICE	3,771.29
JACOBS WELDING	SERVICE	40.00
JANKE AND SONS TRUCKING	SERVICE	300.00
KDSJ	SERVICE	255.00
KONE CHICAGO	MAINTENANCE	537.17
KUBOTA LEASING	LOADER	1,629.12
LAWSON PRODUCTS	RENTAL	400.00
LEAD-DEADWOOD AAU WRESTLING	PARKING DONATION	500.00
LEAD-DEADWOOD CLASS	PARKING DONATION	100.00
LEAD-DEADWOOD MINISTERIAL	CANNABIS ALLOCATION	5,000.00
LEAD-DEADWOOD SANITARY	SERVICE	29,443.53
LEAD-DEADWOOD SCHOOL	PARKING DONATION	500.00
LEAD-DEADWOOD YOUTH SOCCER	PARKING DONATION	500.00
LYNN'S	SUPPLIES	119.75
MED-TECH RESOURCE	SUPPLIES	102.03
METERING & TECHNOLOGY	SUPPLIES	5,316.86
MIDWEST TAPE	SUPPLIES	37.49
MUTUAL OF OMAHA	INSURANCE	260.10
NHS OF THE BLACK HILLS	CONTRACT	4,233.75
NORTHERN HILLS RAILWAY	PARKING DONATION	250.00
NORTHWEST PIPE FITTINGS	SUPPLIES	51.09
ODD JOBS	PROJECT	2,040.82
OLSON, JAMES	REIMBURSEMENT	249.31
ONSITE FIRST AID	SUPPLIES	844.18
OVERDRIVE	SERVICE	1,500.00
OWENS INTERSTATE	SUPPLIES	10.97
PAPOUSEK, SONYA	REIMBURSEMENT	54.29
PATRIOT FIRE & SAFETY	REPAIR	12,725.95
POLLREISZ, SHANE	COLLECTION	21,950.00
POWERPLAN	SUPPLIES	648.13
RAPID DELIVERY	SERVICE	31.20
RASMUSSEN MECHANICAL	SERVICE	15,892.30
RIERSON, KATHLEEN	REIMBURSEMENT	105.44
RUSHMORE COMMUNICATIONS	SERVICE	740.00
SABO CONSTRUCTION	PROJECT	1,650.00
SACRED MOUNTAIN RETREAT	PARKING DONATION	2,000.00
SANDER SANITATION SERVICE	SERVICE	12,825.48
SCHUMACHER, DEVON	REIMBURSEMENT	39.35
SD ASSN. OF CODE ENFORCEMENT	CONFERENCE	250.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SODAK TITLE	SERVICE	120.00

REGULAR MEETING, MARCH 20, 2023

SOUTHSIDE SERVICE	SERVICE	1,239.15
SPEARFISH BUILDING & SUPPLY	PROJECT	298.31
SUBWAY	TRAINING	441.92
SYMBOLARTS	SUPPLIES	479.75
THE LORD'S CUPBOARD	RECYCLING	86.79
TOMS, DON	PROJECT	1,200.00
TYLER TECHNOLOGIES	SOFTWARE	16,943.93
U.S. BANK	2019 SERIES	1,250.00
VANWAY TROPHY	SUPPLIES	350.20
VERIZON CONNECT NWF	SERVICE	92.95
VIGILANT BUSINESS SOLUTION	SERVICE	498.00
WEST RIVER TRAILER SALES	SUPPLES	159.98
WHITE'S CANYON MOTORS	SERVICE	1,156.90
ZOGICS	SUPPLIES	599.80
		Total \$1,093,450.25

ITEMS FROM CITIZENS ON AGENDA**Officer of The Year**

Police Chief Mertens presented Aaron McPheeters a plaque for being named Officer of the Year. Commission thanked him for his service. McPheeters thanked the Commission and Police Department.

Youth Advocacy Group

Chad Blair, on behalf of Youth Advocacy Group, spoke to the Commission about creating a Community Activities Director position within the cities of Deadwood and Lead. He spoke about the challenges, tasks, budget, funding and benefits of supporting the youth. Mayor Ruth Jr. thanked everyone for attending. He thanked Blair for suggesting a committee be formed with the cities, school and all youth sports involved throughout the cities. Ruth stated when the question was raised about being underutilized at the Rec Center, issues and age limits have been revised.

CONSENT

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

- A. Permission to accept retirement letter from Assistant Finance Officer, Ronda Morrison, effective June 9, 2023. (37 years of service to the City of Deadwood)
- B. Permission to approve revised job description for Assistant Finance Officer.
- C. Permission to advertise in-house for 5 days and in official newspaper for Assistant Finance Officer position at \$27.00-\$30.00 per hour (D17-D20 rank) depending on education, experience and qualifications.
- D. Permission to accept retirement letter from Equipment Mechanic Charles Quenzer, effective June 1, 2023. (32 years of service to the City of Deadwood)
- E. Permission to advertise in-house for 5 days and in official newspaper for Equipment Mechanic at \$22.00-\$24.00 per hour (D12-D14 rank) depending on education, experience and qualifications.
- F. Permission to increase wage of Trolley Driver Kyle Kooima to \$16.48 per hour effective March 26, 2023 after one year of service.
- G. Permission to advertise for six seasonal Mt Moriah ticket booth attendants at \$14.33 per hour.
- H. Permission to hire Samantha Hamann as Historic Preservation Archival Intern at \$14.33 per hour effective May 15, 2023 pending pre-employment screening.
- I. Recommendation from Event Committee to waive user fees for Deadwood Mickelson Trail Marathon due to issues with parking at Event Complex during 2022 Deadwood Mickelson Trail Marathon Event.
- J. Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Saturday, June 3 through Sunday, June 4, use of Event Complex parking area on Sunday, June 4, 2023 from 5:00 a.m. to 3:00 p.m. Deposit has been received.
- K. Allow use of public property at the Event Complex on Thursday, September 21 through Saturday, September 23, 2023 for Black Hills Jeep Jamboree.
- L. Permission for Mayor to sign contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from March 27 to May 12, 2023.

REGULAR MEETING, MARCH 20, 2023

- M. Permission for Mayor to sign contract with Black Hills University for use of Rec Center swimming pool at a cost of \$200.00 per day (4 hours) for Friday, April 21 and Sunday, April 23, 2023.
- N. Permission to renew 2023 software maintenance with ESRI in the amount of \$18,210.00 and allow Planning, Zoning and Historic Preservation Officer to sign. Cost will be shared between departments using the software as budgeted.
- O. Approve Livery Vehicle Permits (2) for Deadwood Alive for 2023. Approved by Parking and Transportation on March 9, 2023.
- P. Permission for Mayor to sign an Assignment and Assumption Agreement for the Contract between the City of Deadwood and LTAS. Avenu acquired LTAS/Harmari which is the software system the City uses for tracking and enforcing short-term rental properties.
- Q. Permission to purchase two water meters from Metering and Technology Solutions in the amount of \$2,877.50. (To be paid from Water Dept. Supply budget with reimbursement coming from LD Hospital.)
- R. Permission to purchase 5,500 gallons of gasoline from Southside Service at \$3.01 per gallon.

BID ITEMS**Contract**

Historic Preservation Officer Kuchenbecker spoke about the project. He stated the bids were rejected in June of 2022 due to cost. Commissioner Todd asked about the timeframe. Kuchenbecker stated 120 days after notice to proceed has been issued. Martinisko moved, Struble seconded to allow Mayor to sign contract with Sabo Construction Inc. for Retaining Wall Replacement Project Roll Call: Aye-All. Motion carried.

Set Bids

Kuchenbecker spoke about the project. He stated no bids were received last time project was bid. Discussion was held concerning bid and budget. Martinisko moved, Struble seconded to set bid opening for the Days of '76 VIP Grandstand Concession building with bid opening at 2:00 p.m. on Thursday, April 27, 2023 with results to City Commission on May 1, 2023. Roll Call: Aye-All. Motion carried.

Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to set bid opening for the City wall adjacent to Berg Jewelry Stair Enclosure with bid opening at 2:00 p.m. on Thursday, April 27, 2023 with results to City Commission on May 1, 2023. Roll Call: Aye-All. Motion carried.

Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to set bid opening for the retaining wall at 5 Harrison Street with bid opening at 2:00 p.m. on Thursday, April 27, 2023 with results to City Commission on May 1, 2023. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Wednesday Night Concert Series**

Public hearing was opened at 5:28 p.m. by Mayor Ruth Jr. No one spoke in favor or against. Commissioner Martinisko questioned where the alcohol would be coming from. Hearing closed. Struble moved, Martinisko seconded to allow open container in zone 4 from 2:00 p.m. to 5:00 p.m. on Sunday, June 4, 2023. Roll Call: Aye-All. Motion carried.

Wild Bill Days

Public hearing was opened at 5:30 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. Johnson moved, Martinisko seconded to approve street closure on Main Street, Deadwood to Pine at 9:00 a.m. on Thursday, June 15 through 10:00 p.m. Saturday, June 17; street closure on Main Street, Wall to Deadwood from 2:15 p.m. on Thursday, June 15 through 2:00 a.m. on Sunday, June 18; open container in zones 1 and 2 Thursday, June 15 from 5:00 p.m. to 10:00 p.m. and Friday, June 16 and Saturday, June 17 from noon to 10:00 p.m., use of public property Friday, June 16 for Midnight Cowboy 5K, waiver of banner and vending fees Friday, June 16 and Saturday, June 17 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MARCH 20, 2023**July 4th Parade**

Public hearing was opened at 5:31 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed.

Martinisko moved, Struble seconded to approve street closure: Main Street from Lower Main at Pioneer Way to Pine from 3:00 p.m. till parade ends Tuesday, July 4, 2023. Roll Call: Aye-All. Motion carried.

Mustang Rally

Public hearing was opened at 5:32 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed.

Struble moved, Johnson seconded to approve street closure, Main Street from Wall to Deadwood Street, and parking on Main Street from Wild Bill Bar to Nugget Saloon, northwest side only from 10:00 a.m. to 2:00 p.m. on Thursday, August 31, 2023. Roll Call: Aye-All. Motion carried.

Deadwood Jam

Public hearing was opened at 5:33 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Commissioner Martinisko asked about vending fees. Hearing closed.

Todd moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 14 to 2:00 a.m. on Sunday, September 17; street closure on Siever Street from 6:00 a.m. to 10:00 p.m. each day on Friday, September 15 and Saturday, September 16; open container in Zones 1 and 2 on Friday, September 15 from 5:00 p.m. to 10:00 p.m. and Saturday, September 16 from noon to 10:00 p.m.; waiver of banner and vending fees Friday, September 15 and Saturday, September 16, 2023. Roll Call: Aye-All. Motion carried.

Set Hearings

Todd moved, Struble seconded to set public hearing on April 3 for Retail (on-off sale) Malt Beverage & SD Farm Wine License transfer from Chubby Chipmunk Hand Dipped Chocolates to Carolle & Seth Tautkus dba Chubby Chipmunk at 420 Cliff Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on April 3 for PBR Event. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on April 3 for Days of '76 Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on April 3 for Monsters of Destruction Event. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on April 3 for Kool Deadwood Nites Event. Roll Call: Aye-All. Motion carried.

OLD BUSINESS**Resolution**

Finance Officer McKeown spoke about the correction to the Membership rates. She stated student must show valid student ID. Martinisko moved, Johnson seconded to approve Resolution 2023-06 Membership Rates for Rec Center. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD
RESOLUTION 2023-06
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;
NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective January 17, 2023 :

REGULAR MEETING, MARCH 20, 2023**RECREATION & AQUATIC CENTER**

Membership Rates:*	Daily	Monthly	Quarterly	Six month	Annual
Student Rate**	\$7.00	\$20.00	\$48.00 \$35.00	\$75.00 \$60.00	\$128.00 \$100.00

Key Cards - \$5.00

***Must present current picture student ID*

Dated this 20th day of March, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

NEW BUSINESS**Resolution**

McKeown spoke about the donation to City of Lead. Struble moved, Todd seconded to approve Resolution 2023-07 Declare Surplus Property and donate to City of Lead and destroy. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2023-07
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus and donated to the City of Lead.

(2) 6" Compression Dresser	(5) 4" Compression Dresser
(4) 8" Compression Dresser	(4) 4" Grip Ring Pack
(4) 6" Grip Ring Pack	(8) 4" MJ Pack
(8) 6" MJ Pack	(6) 8" MJ Pack
(6) 10" MJ Pack	(5) 12" MJ Pack
(4) 4" Restrainer	(3) 6" Restrainer
(4) 6" Band Aids	(6) 8" Band Aids
(5) 10" Band Aids	(1) 6"x 2" Tapping Saddle
(1) 4"X 3/4" Tapping Saddle	(3) 6"x 1" Tapping Saddle
(1) 8"x 1" Tapping Saddle	(3) 12"x 1" Tapping Saddle
(5) 1" Repair Band Aid	(6) 1-1/4" Repair Band Aid
(2) 3/4" Repair Sleeve	(6) 1" Repair Sleeve
(1) 1 1/4" Repair Sleeve	(2) 1 1/2" Repair Band Aid
(2) 2 1/2" Repair Sleeve	

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

HP LaserJet CP4025 Printer – Serial #JPDCFBW0CN

Dated this 20th day of March, 2023

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

First Reading

McKeown spoke about the different transactions for the Supplement. Martinisko moved, Johnson seconded to approve First Reading of Ordinance #1365 Budget Supplement #1 for 2023. Roll Call: Aye-All. Motion carried.

Recommendation

Kuchenbecker spoke about the grant. Johnson moved, Martinisko seconded to approve recommendation from Historic Preservation to award Deadwood Masonic Association in the amount of \$9,639.31 for upgrading restroom to ADA standards. (To be paid by Not-for-Profit Grant program.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MARCH 20, 2023

Advertise

Public Works Director Stalder spoke about the proposal. Commissioner Martinisko thanked everyone for their input. Discussion was held concerning supplies and cleaning. Martinisko moved, Johnson seconded to allow Public Works to release and advertise the Request for Proposal for cleaning services for City’s thirteen (13) municipal facilities with RFP due to City hall on April 19, 2023 by 5:00 p.m. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from American Legion Post 31/VFW Post 5959. Drawing will be held Monday, May 29, 2023.
- B. Raffle permit received from South Dakota American Legion Foundation. Drawing will be held Friday, February 16, 2024.
- C. Raffle permit received from Abbot House. Drawing will be held April 1, 2024.

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.

Commissioner Todd questioned the issue with Sampson Avenue Area Mill and Overlay Project.

Department Heads and Commission thanked Ronda Morrison and Charles Quenzer for their service to the City.

Mayor Ruth recognized Lee Harstad from the Chamber on his resignation even though he is not a city employee, he will be missed.

ADJOURNMENT

Martinisko moved, Todd 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, April 3, 2023 at 5:00 p.m.

After coming out of executive session at 6:51 p.m., Martinisko moved, Struble seconded to adjourn.

ATTEST: _____ DATE: _____

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

Published once at the total approximate cost of _____

CITY OF DEADWOOD BOARD OF EQUALIZATION 2023

The City of Deadwood Board of Equalization was called to order by Mayor David R. Ruth, Jr. at 8:30 am on Monday, March 20th, 2023, with the following members present: Mayor Ruth and City Commissioners Sharon Martinisko, Mike Johnson, Charlie Struble and School Board Member, Amber Vogt.

The 2023 Board of Equalization Oath was signed.

CITY OF DEADWOOD APPEALS

#1 RENARD, FELICIA J. #30025-04300-020-00 LOT 1& W 5’ OF LOT 2 BLK 43 ORIGINAL TOWN DEADWOOD. Moved-Seconded (Martinisko-Johnson). Change value from \$327,680 to \$291,100. Aye – All. Motion carried. Remarks: An adjustment was applied to the structure value to bring it more in line with the quality and depreciation of similar properties that have sold on the open market.

ADJOURN: Being no further appeals to be heard, the 2023 Board of Equalization for the City of Deadwood adjourned at 8:37 am on the 20th day of March, 2023. Moved-Seconded (Martinisko-Struble) Motion carried.

Date

David R. Ruth, Jr.
Mayor/Chairperson

ATTEST:

RONDA MORRISON, Asst. Finance Officer

01/31/2023 11:00 AM
 PACKET: 06123 COMBINED - 4/4/23
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-03/29/23	101-3000-202	LIQUOR LICENS TRSF LICENSE- CHUBBY CHIPMUNK	000000	75.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 75.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1037066	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	159.02
				DEPARTMENT 142	FINANCE	TOTAL: 159.02
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/03/23	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.81
		I-POWER 03/03/23	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	59.58
		I-POWER 03/03/23	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 03/03/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	23.93
		I-POWER 03/03/23	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 03/03/23	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	510.47
		I-POWER 03/03/23	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	87.03
		I-POWER 03/03/23	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	48.96
		I-POWER 03/03/23	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.52
		I-POWER 03/03/23	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	529.71
		I-POWER 03/03/23	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 03/03/23	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	81.63
		I-POWER 03/03/23	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,915.26
		I-POWER 03/03/23	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.19
		I-POWER 03/03/23	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,833.96
		I-POWER 03/03/23	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	109.79
		I-POWER 03/03/23	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	992.29
		I-POWER 03/03/23	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	282.69
		I-POWER 03/03/23	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	101.07
		I-POWER 03/03/23	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	28.36
		I-POWER 03/03/23	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	199.30
		I-POWER 03/03/23	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	465.83
		I-POWER 03/03/23	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	316.22
		I-POWER 03/03/23	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	3,293.95
		I-POWER 03/03/23	101-4192-428	UTILITIES 15 CRESCENT ST - SNOWCROSS	000000	8.00
		I-POWER 03/03/23	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.92
		I-POWER 03/03/23	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	932.90
		I-POWER 03/03/23	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	385.09
		I-POWER 03/03/23	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	30.47
		I-POWER 03/03/23	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.76
		I-POWER 03/03/23	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 03/03/23	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	128.95
		I-POWER 03/03/23	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	138.61
		I-POWER 03/03/23	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	248.46
		I-POWER 03/03/23	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	65.60
		I-POWER 03/03/23	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	45.20

PACKET: 06123 COMBINED - 4/4/23

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 03/03/23	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	35.61
		I-POWER 03/03/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	100.95
		I-POWER 03/03/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	351.42
		I-POWER 03/03/23	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	70.76
		I-POWER 03/03/23	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	66.20
		I-POWER 03/03/23	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	490.24
		I-POWER 03/03/23	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	623.43
		I-POWER 03/03/23	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 03/03/23	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,252.34
		I-POWER 03/03/23	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	54.40
		I-POWER 03/03/23	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	124.79
		I-POWER 03/03/23	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	26.68
		I-POWER 03/03/23	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	36.16
		I-POWER 03/03/23	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.20
		I-POWER 03/03/23	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	96.59
		I-POWER 03/03/23	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	30.60
		I-POWER 03/03/23	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	319.89
		I-POWER 03/03/23	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	32.27
		I-POWER 03/03/23	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,927.20
		I-POWER 03/03/23	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	139.43
		I-POWER 03/03/23	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	557.75
		I-POWER 03/03/23	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	48.24
		I-POWER 03/03/23	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	136.99
		I-POWER 03/03/23	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	68.79
		I-POWER 03/03/23	101-4192-428	UTILITIES 5 SIEVER ST	000000	639.10
		I-POWER 03/03/23	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	27.72
		I-POWER 03/03/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	460.96
		I-POWER 03/03/23	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	79.63
		I-POWER 03/03/23	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	999.39
		I-POWER 03/03/23	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	24.52
		I-POWER 03/03/23	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	27.28
		I-POWER 03/03/23	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.08
		I-POWER 03/03/23	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.24
		I-POWER 03/03/23	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	40.00
		I-POWER 03/03/23	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	379.41
		I-POWER 03/03/23	101-4192-428	UTILITIES 610 BROADWAY ST	000000	103.92
		I-POWER 03/03/23	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	707.61
		I-POWER 03/03/23	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	34.20
		I-POWER 03/03/23	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	763.68
		I-POWER 03/03/23	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,517.64
		I-POWER 03/03/23	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	36.20
		I-POWER 03/03/23	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	39.44
		I-POWER 03/03/23	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	75.97
		I-POWER 03/03/23	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	652.17
		I-POWER 03/03/23	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	563.11
		I-POWER 03/03/23	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	117.96
		I-POWER 03/03/23	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.72
		I-POWER 03/03/23	101-4192-428	UTILITIES 767 MAIN ST	000000	21.45

PACKET: 06123 COMBINED - 4/4/23
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	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 03/03/23	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	21.80	
		I-POWER 03/03/23	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.44	
		I-POWER 03/03/23	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.56	
		I-POWER 03/03/23	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.67	
		I-POWER 03/03/23	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	1,391.67-	
01-0553	MONTANA DAKOTA UTILITIE						
		I-NAT GAS 03/24/23	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	16.50	
		I-NAT GAS 03/24/23	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	696.77	
		I-NAT GAS 03/24/23	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	665.16	
		I-NAT GAS 03/24/23	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	463.51	
		I-NAT GAS 03/24/23	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,140.34	
		I-NAT GAS 03/24/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	960.87	
		I-NAT GAS 03/24/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	374.48	
		I-NAT GAS 03/24/23	101-4192-428-09	UTILITIES - H HARCC	000000	1,044.75	
		I-NAT GAS 03/24/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	543.79	
		I-NAT GAS 03/24/23	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	317.49	
		I-NAT GAS 03/24/23	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	6,971.69	
		I-NAT GAS 03/24/23	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	1,158.97	
		I-NAT GAS 03/24/23	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	424.88	
		I-NAT GAS 03/24/23	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	99.21	
		I-NAT GAS 03/24/23	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,612.68	
		I-NAT GAS 03/24/23	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	822.56	
01-0578	TWIN CITY HARDWARE & LU						
		I-2303-234640	101-4192-425-13	REPAIRS - REC (2) FCT CONNECTORS/REC CENTER	000000	17.98	
		I-2303-234642	101-4192-425-13	REPAIRS - REC (2) FCT CONNECTOR/REC CENTER	000000	17.98	
		I-2303-235845	101-4192-425-17	REPAIRS-DAYS FASTENERS/DAYS MUSEUM	000000	4.17	
		I-2303-235895	101-4192-425-17	REPAIRS-DAYS FASTENERS/DAYS MUSEUM	000000	4.77	
		I-2303-236545	101-4192-426	SUPPLIES MIST CLEANER-WINDOW WAND/PB	000000	26.98	
		I-2303-236558	101-4192-426	SUPPLIES CLNR RETURN-ANTIBAC CLNR/PB	000000	1.19	
01-1003	VERIZON WIRELESS						
		I-9929792299	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.83	
01-1502	BLACK HILLS CHEMICAL						
		I-241658B	101-4192-426	SUPPLIES 30 GAL GARBAGE BAGS/PUB BLDGS	000000	27.48	
		I-242867	101-4192-426	SUPPLIES GLS CLNR-TP- GARB BAGS-TOWEL/P	000000	554.62	
01-2309	COMPUTER SUPPORT SERVIC						
		I-2023-14	101-4192-425-17	REPAIRS-DAYS REPAIR WIRELESS-NETWORK ISS/DA	000000	247.24	
01-2991	GENPRO ENERGY SOLUTIONS						
		I-INV6554	101-4192-425-04	REPAIRS - CIT SERVICE TO BLOCK HEATER/CITY H	000000	895.88	
01-3342	RASMUSSEN MECHANICAL SE						
		I-INV031520	101-4192-426	SUPPLIES (2) HOT SURFACE INGNITOR/PUB B	000000	134.91	
		I-SRV100330	101-4192-425-21	REPAIRS - WEL INSTALL NEW HEATING MODULE/WEL	000000	2,150.00	

PACKET: 06123 COMBINED - 4/4/23
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
01-3342	RASMUSSEN MECHANICAL SE	continued				
		I-SRV100830	101-4192-426-17	SUPPLIES - DA NEUTRALIZER KIT/DAYS MUSEUM	000000	261.69
01-3421	S AND C CLEANERS					
		I-03/27/23 INV 135	101-4192-422-04	PROFESSIONAL CITY HALL	000000	990.00
		I-03/27/23 INV 135	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,365.00
		I-03/27/23 INV 135	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	500.00
		I-03/27/23 INV 135	101-4192-422-10	PROFESSIONAL LIBRARY	000000	500.00
		I-03/27/23 INV 135	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,740.00
		I-03/27/23 INV 135	101-4192-422-13	PROFESSIONAL REC CENTER	000000	2,533.00
		I-3/29/23 INV 270	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	105.00
		I-3/29/23 INV 270	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	390.00
		I-3/29/23 INV 270	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	390.00
		I-3/29/23 INV 270	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	120.00
		I-3/29/23 INV 270	101-4192-422	PROFESSIONAL ELEVATOR	000000	105.00
01-3506	ALSCO					
		I-LCAS1526608	101-4192-422-15	PROFESSIONAL TOWELS-BAGS-MATS-COVERAL/TROLL	000000	85.38
		I-LCAS1526609	101-4192-422-14	PROFESSIONAL BAGS-MATS-MOPS-TOWELS/STRTS	000000	102.74
		I-LCAS1526610	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	63.78
		I-LCAS1526611	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1526612	101-4192-422-08	PROFESSIONAL- TOWELS-BAGS-MOPS-MATS/HISTORY	000000	79.01
		I-LCAS1526613	101-4192-422-07	PROFESSIONAL TOWELS-BAGS-MOPS-MATS/FIRE HAL	000000	42.79
		I-LCAS1526614	101-4192-422-04	PROFESSIONAL TOWELS-BAGS-MATS-MOPS/CITY HAL	000000	179.78
		I-LCAS1528915	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HAL	000000	201.70
		I-LCAS1532334	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	209.20
01-3685	BLACK HILLS SECURITY &					
		I-3/15/23 INVOICES	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R259454	000000	179.85
		I-3/15/23 INVOICES	101-4192-422	PROFESSIONAL W-9696 MM GIFT SHOP / R259465	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER / R259464	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-06	PROFESSIONAL- W-9699 RODEO / R259449	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-06	PROFESSIONAL- W-9700 RODEO / R259450	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-21	PROFESSIONAL W-9701 WELCOME / R259460	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R259434	000000	89.85
		I-3/15/23 INVOICES	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R259461	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R259459	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R259447	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R259448	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R259452	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R259453	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R259435	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R259433	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R259432	000000	149.85
		I-3/15/23 INVOICES	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R259462	000000	179.85
		I-3/15/23 INVOICES	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R259463	000000	134.85
		I-3/15/23 INVOICES	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R259455	000000	179.85
		I-3/15/23 INVOICES	101-4192-422-13	PROFESSIONAL W-9714 REC CENTER / R259457	000000	149.85

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 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	BLUEPEAK					
		I-TELEPHONE 3/16/23	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 3/16/23	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,788.67
		I-TELEPHONE 3/16/23	101-4192-428-07	UTILITIES - F FIRE HALL	000000	331.88
		I-TELEPHONE 3/16/23	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	229.04
		I-TELEPHONE 3/16/23	101-4192-428-10	UTILITIES - L LIBRARY	000000	746.66
		I-TELEPHONE 3/16/23	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	291.86
		I-TELEPHONE 3/16/23	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 3/16/23	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.80
		I-TELEPHONE 3/16/23	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	158.52
01-4057	VIEHAUSER ENTERPRISES,					
		I-44495	101-4192-422	PROFESSIONAL SRVC-REPL 14A WEST CAMERA/PB	000000	240.00
		I-44523	101-4192-422	PROFESSIONAL SIMPLE K SOFTWARE TRACKING/PB	000000	2,970.00
		I-44524	101-4192-422	PROFESSIONAL UPDATES-SUPPORT 1 YEAR/PB	000000	1,060.00
		I-44534	101-4192-422-09	PROFESSIONAL INSTALL ALL NEW HARDWARE/HAARC	000000	2,736.94
		I-44739	101-4192-425-24	REPAIRS - OUT SRVC CALL NEW ELEC LEVER/OSQ	000000	550.00
		I-44740	101-4192-425-17	REPAIRS-DAYS SRVC CALL FRONT DOOR/DAYS MUS	000000	100.00
01-4711	AMAZON CAPITAL SERVICES					
		C-1KK9-LDKQ-FRC7	101-4192-426-04	SUPPLIES - CI CR FOR RTN-OFC.CHAIR/FINANCE	000000	149.99-
		I-1LJV-K1CW-79NJ	101-4192-426	SUPPLIES AA BATTERIES-SURFACE IGNITOR/P	000000	34.55
		I-1WR7-7WF6-1RD4	101-4192-426-04	SUPPLIES - CI REPLACEMENT FILTERS/CITY HALL	000000	115.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	77,421.82
01-4946	CIVICPLUS LLC					
		I-255750	101-4193-422	PROFESSIONAL MUNICODE WEB OPEN RENEWAL	000000	900.00
		I-257268	101-4193-422	PROFESSIONAL MUNICODE SELF-PUBL.SOFTWARE	000000	600.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,500.00
01-1521	SD POLICE CHIEFS' ASSO					
		I-03/16/23	101-4210-422	PROFESSIONAL 2023 MEMBERSHIP DUES	000000	147.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832003486	101-4210-425	REPAIRS HALOGEN BULBS & BATTERY - PD	000000	19.08
01-1725	QUILL CORPORATION					
		I-31465711	101-4210-426	SUPPLIES 2 RMS COPY PAPER - POLICE	000000	41.98
		I-31551722	101-4210-426	SUPPLIES FLASH DRIVES,SHARPIES,FLDRS-PD	000000	103.34
01-1826	FIRST NET					
		I-287304791844X0323	101-4210-422	PROFESSIONAL MDT POLICE CARS - MAR	000000	240.24
01-1989	SYMBOLARTS, LLC.					
		I-0457467	101-4210-426	SUPPLIES 2 BADGES - POLICE	000000	240.00

07/31/2023 11:00 AM
 PACKET: 06123 COMBINED - 4/4/23
 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
01-2362	OLSON, JAMES RICHARD	I-03/13/23	101-4210-427	TRAVEL REIMBS-REGIS.FEE/DRUG CONF-DWD	000000	50.00
01-4195	MARCO	I-33665490	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	161.48
01-4317	VIGILANT BUSINESS SOLUT	I-1181	101-4210-422	PROFESSIONAL TESTING - POLICE	000000	54.00
01-5034	STURGIS RESPONDER SUPPL	I-1841	101-4210-426	SUPPLIES 3 PANTS,6 SHIRTS,SEWING SVC-PD	000000	625.65
		I-1843	101-4210-426	SUPPLIES FLSHLT,BOOTS,PANTS,SEWING- PD	000000	530.80
		I-1844	101-4210-426	SUPPLIES 2 PANTS,SEWING SVCS. - PD	000000	195.90
		I-1887	101-4210-426	SUPPLIES SEWING-PATCHES & CHEVRONS- PD	000000	111.60
					DEPARTMENT 210 POLICE	TOTAL: 2,521.07
01-0969	E.T. SPORTS	I-46246	101-4221-425	REPAIRS 2-FILTER-INTAKE/CAFS#8 - FIRE	000000	55.98
01-1171	A & B BUSINESS SOLUTION	I-IN1035921	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DPT	000000	86.42
01-1653	STURDEVANT'S AUTO PARTS	I-832003626	101-4221-425	REPAIRS 2 HZ BATTERIES-BRUSH 6/FIRE DP	000000	319.28
		I-832003767	101-4221-426	SUPPLIES FILTERS FOR ALL TRUCKS - FIRE	000000	1,080.90
		I-832003769	101-4221-426	SUPPLIES OIL FILTERS-HD AIR FLEET/ FIRE	000000	109.07
01-4317	VIGILANT BUSINESS SOLUT	I-1156	101-4221-422	PROFESSIONAL SCREENING - FIRE DEPT	000000	118.50
01-4754	GEARGRID CORPORATION	I-0022704-IN	101-4221-434	MACHINERY/EQU NEW LOCKERS - FIRE DEPT.	000000	2,581.00
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRT	TOTAL: 4,351.15
01-1003	VERIZON WIRELESS	I-9929792299	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-1668	ESRI	I-94458558	101-4232-422	PROFESSIONAL 2023 GIS SOFTWARE MAINT - BI	000000	550.00
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 576.97
01-0575	SOUTHSIDE OIL	I-098658	101-4310-426	SUPPLIES (5500) GALS ETHANOL/STREETS	000000	16,555.00

PACKET: 06123 COMBINED - 4/4/23
 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
01-0578	TWIN CITY HARDWARE & LU					
		I-2302-233577	101-4310-426	SUPPLIES 100 PC BIT SET/STREETS	000000	19.99
		I-2302-233833	101-4310-426	SUPPLIES WEEKLY-MONTHLY PLANNER/STRTS	000000	53.99
		I-2303-234721	101-4310-426	SUPPLIES (2) BALL VALAVE/WATER	000000	33.98
		I-2303-234740	101-4310-426	SUPPLIES (4) BAGS SOFTENER SALT/STREETS	000000	37.16
		I-2303-235810	101-4310-426	SUPPLIES SCOUR PAD-LIME REMOVER/STRTS	000000	11.78
		I-2303-235973	101-4310-426	SUPPLIES REFLECTIVE MYLAR/STREETS	000000	16.83
		I-2303-236187	101-4310-426	SUPPLIES DRL SCREW-ADHSV CAULK/STREETS	000000	67.56
		I-2303-236505	101-4310-426	SUPPLIES (2) CIRCUIT TESTERS/STREETS	000000	19.98
		I-2303-236662	101-4310-426	SUPPLIES PVC PIPE-CPLG-ELBOW/STREETS	000000	47.28
		I-2303-236838	101-4310-426	SUPPLIES PLIERS-TOOL ORGANIZER/STRTS	000000	27.98
01-1003	VERIZON WIRELESS					
		I-9929792299	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.69
01-1171	A & B BUSINESS SOLUTION					
		I-IN1035925	101-4310-434	MACHINERY/EQU CONTRACT BASE LEASE/STREETS	000000	73.63
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0654626	101-4310-426	SUPPLIES ELEMENT-FILTER/STREETS	000000	291.52
01-1500	A & B WELDING					
		I-01067755	101-4310-424	RENTALS 5 YR RENEW FEE CAS155/STRTS	000000	60.12
		I-01068114	101-4310-426	SUPPLIES OXYGEN-ACETYLENE/STREETS	000000	151.85
01-1653	STURDEVANT'S AUTO PARTS					
		I-832002856	101-4310-426	SUPPLIES (6) POWER BLAST/STREETS	000000	22.14
		I-832003116	101-4310-426	SUPPLIES DEF FLUID 55 GAL DRUM/STREETS	000000	260.99
		I-832003212	101-4310-426	SUPPLIES (12) FOAMY DEGREASER/STREETS	000000	89.88
		I-832003245	101-4310-426	SUPPLIES POWER BLAST-BL ICE-STEEL/STRTS	000000	31.12
		I-832003316	101-4310-426	SUPPLIES (2) MINIATURE LAMP/STREETS	000000	14.58
		I-832003377	101-4310-426	SUPPLIES 29-350X8 AIR CYL/STREETS	000000	124.59
		I-832004050	101-4310-426	SUPPLIES (2) HD OIL CONSTRUCTION/STREET	000000	39.06
		I-832004092	101-4310-426	SUPPLIES MECHANIX FAST FIT GLOVES/STRTS	000000	18.99
		I-832004148	101-4310-426	SUPPLIES 10W30 ROTELLA-HD OIL CONSTR/ST	000000	73.51
		I-832004163	101-4310-426	SUPPLIES (3) GL 10W30 ROTELLA T4/STREET	000000	80.97
		I-832004226	101-4310-426	SUPPLIES (24) STRIAGHT COOLANT HOS/STRT	000000	30.24
01-1668	ESRI					
		I-94458558	101-4310-422	PROFESSIONAL 2023 GIS SOFTWARE MAINT - ST	000000	440.00
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-49555	101-4310-425	REPAIRS FUEL DISPENSER REPAIRS/STRTS	000000	427.04
01-3094	BOMGAARS					
		I-03/16/23 STATEMENT	101-4310-425	REPAIRS RIGID CASTERS/STREETS	000000	43.96
01-3156	BRANDON INDUSTRIES INC.					
		I-2010225-IN	101-4310-426	SUPPLIES RND POLE-TRIM-ENT ONLY SIGN/ST	000000	2,061.00

07/31/2023 11:00 AM
 PACKET: 06123 COMBINED - 4/4/23
 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
01-3896	EAGLE ENTERPRISES, LLC					
		I-22664	101-4310-426	SUPPLIES 36W LED 4000K/STREETS	000000	40.00
		I-22665	101-4310-426	SUPPLIES (48) 13W LEDA19-OMNI-827K/STRT	000000	431.52
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-98284	101-4310-426	SUPPLIES HI-VIZ T-SIRTS-HOODIES/STREETS	000000	322.31
01-4317	VIGILANT BUSINESS SOLUT					
		I-1181	101-4310-422	PROFESSIONAL TESTING - STREETS	000000	232.38
01-4818	BIG STATE INDUSTRIAL SU					
		I-1514641	101-4310-426	SUPPLIES LINED GLOVE-LASER-SORB PADS/ST	000000	1,210.02
					DEPARTMENT 310 STREETS	TOTAL: 23,487.64
01-0578	TWIN CITY HARDWARE & LU					
		I-2302	101-4520-426	SUPPLIES 50' 3000 PSI PW HOSE/PARKS	000000	99.99
		I-2303-234520	101-4520-426	SUPPLIES SPRING SNAP LINK/PARKS	000000	11.99
		I-2303-234861	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	7.12
		I-2303-234982	101-4520-426	SUPPLIES WEDGE SHIMS-SOCKET ADAPTOR/PAR	000000	21.48
		I-2303-236470	101-4520-426	SUPPLIES 35' MAG TAPE MEASURE/PARKS	000000	39.99
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-68696	101-4520-425	REPAIRS BOBCAT TIRE REPAIRS/PARKS	000000	27.49
		I-1-68704	101-4520-425	REPAIRS BOBCAT TIRE REPAIRS/PARKS	000000	32.49
01-0988	CARROT-TOP INDUSTRIES I					
		I-INV115677	101-4520-426	SUPPLIES (3) EACH US-SD FLAGS/PARKS	000000	595.78
01-1171	A & B BUSINESS SOLUTION					
		I-IN1035924	101-4520-424	RENTALS CONTRACT BASE RATE COPIER/PARK	000000	153.80
01-1502	BLACK HILLS CHEMICAL					
		I-242599	101-4520-426	SUPPLIES (4) PORTABLE TOILET CLNR/PARKS	000000	62.96
		I-242600	101-4520-426	SUPPLIES HD ORNG NITRILE GLOVE/PARKS	000000	239.90
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0034484	101-4520-426	SUPPLIES (12) GRANULAR FERTILIZER/PARKS	000000	732.50
01-1653	STURDEVANT'S AUTO PARTS					
		I-832002842	101-4520-426	SUPPLIES (2) SNOWDRIVER/PARKS	000000	27.98
		I-832003400	101-4520-425	REPAIRS CABLE-SWITCH-BATTERY-RING/PARK	000000	107.83
		I-832003631	101-4520-426	SUPPLIES SWITCHASY DIRECTIONAL/PARKS	000000	46.42
		I-832003673	101-4520-426	SUPPLIES BLK WTHRSTRP CLIPS/PARKS	000000	4.24
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1398419	101-4520-426	SUPPLIES AIR FILTER-TRIMMER LINE-OIL/PA	000000	169.95

PACKET: 06123 COMBINED - 4/4/23

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
01-3836	MID-AMERICAN RESEARCH C	I-0785645-IN	101-4520-426	SUPPLIES PROGUARD PLUS-WASHNWX/PARKS	000000	369.19
01-3974	HI-VIZ SAFETY WEAR, LLC	I-98284	101-4520-426	SUPPLIES HI-VIZ T-SIRTS-HOODIES/PARKS	000000	322.30
01-3977	ACE HARDWARE OF LEAD	I-031088	101-4520-426	SUPPLIES CLNR-RIGHT ANGLE ADPT/PARKS	000000	30.93
01-4317	VIGILANT BUSINESS SOLUT	I-1181	101-4520-422	PROFESSIONAL TESTING - PARKS	000000	54.00
		I-1197	101-4520-422	PROFESSIONAL TESTING - PARKS	000000	491.75
01-4345	ULINE	I-160817619	101-4520-426	SUPPLIES GLOVES-TRAFFIC CONES-STRAP/PAR	000000	646.35
		I-161188788	101-4520-434	MACHINERY/EQU ADJ WIDTH PALLETJACK/PARKS	000000	999.91
		I-161188838	101-4520-426	SUPPLIES (20) 44 GAL WASTE CONTAIN/PARK	000000	1,105.41
DEPARTMENT 520 PARKS					TOTAL:	6,401.75
01-1668	ESRI	I-94458558	101-4640-422	PROFESSIONAL 2023 GIS SOFTWARE MAINT - PZ	000000	660.00
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	660.00
FUND 101 GENERAL FUND					TOTAL:	117,154.42

PACKET: 06123 COMBINED - 4/4/23
 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
01-1171	A & B BUSINESS SOLUTION	I-IN1036219	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-4711	AMAZON CAPITAL SERVICES	I-1HXF-4JFN-7LGV	206-4550-426	SUPPLIES INK CRTRG, TAPE, CLPBRD, SPRAY-LB	000000	154.80
		I-1RRD-7Q1J-6V6M	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	120.61
01-5083	CENGAGE LEARNING INC /	I-80905069	206-4550-434	COLLECTION DE LARGE PRINT BOOKS -	000000	141.97
		I-80936402	206-4550-434	COLLECTION DE LARGE PRINT BOOKS - LIBRARY	000000	31.00
01-5084	LOU LOU'S BOMBDIGGITIES	I-000030	206-4550-426	SUPPLIES MEETING SUPPLIES - LIBRARY	000000	32.00
01-5085	FIERRO, CRISTIAN	I-03/28/23	206-4550-427	TRAVEL MILEAGE/BOOKS TO LEAD	000000	43.90
DEPARTMENT 550 LIBRARY						TOTAL: 586.37
FUND 206 LIBRARY FUND						TOTAL: 586.37

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

Section 4 Item a.

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1909	AMERICAN RED CROSS TRAI	I-225584872	209-4510-422	PROFESSIONAL ADULT-PED FIRST AID COURSE/REC	000000	108.00
01-2645	HAWKINS INC	I-6427800	209-4510-426	SUPPLIES DELDRUM-PHENOL-AZONE-ACID/REC	000000	1,445.20
01-4711	AMAZON CAPITAL SERVICES	C-13CJ-P77K-1Q4R	209-4510-426	SUPPLIES SIDE FLIP TOP CAPS/REC CENTER	000000	16.50-
		I-1FXD-QWRW-GP71	209-4510-426	SUPPLIES MAGICARD COLOR RIBBON/REC CENT	000000	54.95
		I-1WVP-GV3R-C4R9	209-4510-426	SUPPLIES WALL FILE MAG RACK ORGANIZER/R	000000	56.78
					DEPARTMENT 510 REC CENTER	TOTAL: 1,648.43
					FUND 209 BED & BOOZE FUND	TOTAL: 1,648.43

PACKET: 06123 COMBINED - 4/4/23
VENDOR SET: 01
FUND : 212 BID #8 (Business Improve)
DEPARTMENT: 630 BID 8
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA	I-032823	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
01-4841	MILE UP MARKETING SOLUT	I-0308	212-4630-423	MARKETING BID #8 - TRAILS MAPS	000000	5,796.80
01-4943	WESTERN LEGACY FOUNDATI	I-BWB810	212-4630-423	MARKETING BID#8 SPONSOR-BACK WHEN BUCKED	000000	25,000.00
					DEPARTMENT 630 BID 8	TOTAL: 40,796.80
					FUND 212 BID #8 (Business Improve)	TOTAL: 40,796.80

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0951	DEADWOOD ALIVE	I-1200-23	215-4573-345	HIST. INTERP. MARCH 2023	000000	10,000.00
01-1333	DEADWOOD ELECTRIC	I-22909	215-4573-335	HIST. INTERP. DISPLAY CASE LIGHTING-ARCHIVES	000000	242.15
01-1547	AASLH MEMBERSHIP SERVIC	I-032123	215-4573-325	HIST. INTERP. 2023 MEMBERSHIP RENEWAL-RUNGE	000000	118.00
01-1668	ESRI	I-94458558	215-4573-340	HIST. INTERP. 2023 GIS SOFTWARE MAINT - HP	000000	10,290.00
01-2014	TOMS, DON	I-LEDGER PROJECT308	215-4573-335	HIST. INTERP. 1907 TAX RECORDS BOOK 4 OF 4	000000	600.00
01-3969	SMITHSONIAN	I-032123	215-4573-325	HIST. INTERP. 2023 MEMBERSHIP	000000	34.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 21,284.15
01-0314	BLACK HILLS MINING MUSE	I-32023	215-4575-520	GRANT/LOAN PR 2022 OUTSIDE DEADWOOD GRANT	000000	3,375.37
01-1874	MASONIC CENTER ASSOCIAT	I-032223	215-4575-510	GRANT/LOAN NO 2023 NOT FOR PROFIT GRANT	000000	9,639.31
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 13,014.68
01-4497	DRINGMAN, PAT	I-03202023	215-4576-630	PROFES. SERV. STAGE RUN BC REIMBURSEMENT	000000	33.62
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 33.62
01-1003	VERIZON WIRELESS	I-9929792299	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-4711	AMAZON CAPITAL SERVICES	I-1W6K-11J9-N1NP	215-4641-426	SUPPLIES SHARPIES ENV OPENER RULER-HP	000000	29.60
01-4946	CIVICPLUS LLC	I-255750	215-4641-422	PROFESSIONAL MUNICODE WEB OPEN RENEWAL	000000	900.00
01-5069	MICROSOFT	I-G020415654	215-4641-428	UTILITIES AZURE SUPPORT 2/1/23-2/28/23	000000	644.57
DEPARTMENT 641 OFFICE HIST. PRES.						TOTAL: 1,614.18
FUND 215 HISTORIC PRESERVATION						TOTAL: 35,946.44

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1496	LAWRENCE CO. REGISTER O	I-032223	216-4653-960	CLOSING CO REC FEE 17 LINCOLN SCHMIDT	000000	60.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	60.00
			FUND 216	REVOLVING LOAN	TOTAL:	60.00

PACKET: 06123 COMBINED - 4/4/23
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
01-0578	TWIN CITY HARDWARE & LU					
		I-2302-233846	602-4330-426	SUPPLIES MAPPRO TORCH HEAD/WATER	000000	47.99
		I-2303-234767	602-4330-426	SUPPLIES (10) 1/2X260 PTFE TAPE/WATER	000000	9.90
		I-2303-235709	602-4330-426	SUPPLIES LARGE BIN ORGANIZER/WATER	000000	39.99
		I-2303-236230	602-4330-426	SUPPLIES NOSE LOCK PLIERS-C CLIP/WATER	000000	24.98
		I-2303-236842	602-4330-426	SUPPLIES TRASH CAN-STORAGE HANGER/WTR	000000	95.96
01-0684	NORTHWEST PIPE FITTINGS					
		I-1422847-1	602-4330-426	SUPPLIES (3) CURB BOX PLUG/WATER	000000	11.49
		I-1424963	602-4330-426	SUPPLIES CURB-CORP STOP-CPLG/WATER	000000	227.43
01-0828	USA BLUEBOOK					
		I-291142	602-4330-426	SUPPLIES FIRE HYDRANT MARKER/WATER	000000	125.32
		I-296855	602-4330-426	SUPPLIES LIQUID DPD1A-DPD1B-DPD3/WATER	000000	51.67
01-1003	VERIZON WIRELESS					
		I-9929792299	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.03
		I-9929792299	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9929792299	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9929792299	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.83
		I-9929792299	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.83
01-1171	A & B BUSINESS SOLUTION					
		I-IN1035925	602-4330-424	RENTALS CONTRACT BASE LEASE/WATER	000000	73.64
01-1365	SD PUBLIC HEALTH LAB					
		I-10609118	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832003870	602-4330-426	SUPPLIES GL -35 ALL SEASON/WATER	000000	4.29
01-1668	ESRI					
		I-94458558	602-4330-422	PROFESSIONAL 2023 GIS SOFTWARE MAINT - WT	000000	770.00
01-1827	MS MAIL & MARKETING					
		I-13708	602-4330-426	SUPPLIES UTILITY BILLS MAILING - MARCH	000000	345.44
01-3736	METERING & TECHNOLOGY S					
		I-INV1867	602-4330-426	SUPPLIES WALL MOUNT BRACKET/WATER	000000	167.30
		I-INV1937	602-4330-426	SUPPLIES 2" BARE METER-ACCESSORIES/WTR	000000	2,877.50
		I-INV1937-A	602-4330-426	SUPPLIES SHIPPING CHARGES/WATER	000000	57.24
		I-INV2067	602-4330-426	SUPPLIES 3" T200 ELLIP BARE METER/WATER	000000	1,036.27
01-4721	TOWEY DESIGN GROUP INC.					
		I-23-369	602-4330-422	PROFESSIONAL WATER MODEL TASK 2/WATER	000000	13,453.02
					DEPARTMENT 330 WATER	TOTAL: 19,858.19

FUND 602 WATER FUND TOTAL: 19,858.19

PACKET: 06123 COMBINED - 4/4/23
 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
01-3838	BLUEPEAK					
		I-03/16/23 ACCT 5801	607-4580-428	UTILITIES TELEPHONE 3/20-4/19/23/MM NA	000000	40.87
		I-03/16/23 ACCT 6501	607-4580-428	UTILITIES TELEPHONE 3/20-4/19/23/MM	000000	125.60
		I-03/16/23 ACCT 7801	607-4580-428	UTILITIES TELEPHONE 3/20-4/19/23/MM DR	000000	138.19
DEPARTMENT 580 HISTORIC CEMETERIES						TOTAL: 304.66
FUND 607 HISTORIC CEMETERIES						TOTAL: 304.66

PACKET: 06123 COMBINED - 4/4/23
 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
01-0578	TWIN CITY HARDWARE & LU					
		I-2303-234123	610-4360-426	SUPPLIES NAIL ON REFLECT-MOUNT TAPE/P&T	000000	21.97
		I-2303-235207	610-4360-426	SUPPLIES MOUNT TAPE-16 OZ MALLET/P&T	000000	33.98
01-1003	VERIZON WIRELESS					
		I-9929792299	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9929792299	610-4360-422	PROFESSIONAL (3) PARKING ENFORCMT SYS/P&T	000000	125.49
		I-9929938667	610-4360-422	PROFESSIONAL PHONE SERVICE/METERS - P&T	000000	40.01
01-4317	VIGILANT BUSINESS SOLUT					
		I-1156	610-4360-422	PROFESSIONAL SCREENING - P & T	000000	118.50
		I-1181	610-4360-422	PROFESSIONAL TESTING - P&T	000000	54.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1FGC-3QJT-13VH	610-4360-426	SUPPLIES ERGONOMIC TASK CHAIR/P&T	000000	199.99
01-4980	JLG ARCHITECTS					
		I-22078-5	610-4360-422-03	PROFESSIONAL PARKING RAMP STUDY/P&T	000000	16,720.03
01-5034	STURGIS RESPONDER SUPPL					
		I-1842	610-4360-426	SUPPLIES BOOTS,GLOVES,CAP,BELT	000000	193.80
					DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:	17,547.78
01-0583	OWENS INTERSTATE SALES					
		I-652060	610-4361-426	SUPPLIES (4) FILLONE-AEROSOL BLANK/TROL	000000	81.96
01-1424	SOUTHSIDE SERVICE					
		I-TRANS #1562	610-4361-427	TRAVEL 11.825 GAL @ \$3.499 GAL/TROLLE	000000	41.38
01-1653	STURDEVANT'S AUTO PARTS					
		I-832003031	610-4361-426	SUPPLIES CRM HARD-GR MASKING TAPE/TROLL	000000	44.84
		I-832003583	610-4361-426	SUPPLIES GENERAL TRIM ADHESIVE/TROLLEY	000000	61.98
01-1668	ESRI					
		I-94458558	610-4361-422	PROFESSIONAL 2023 GIS SOFTWARE MAINT - PZ	000000	5,500.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-1181	610-4361-422	PROFESSIONAL TESTING - TROLLEY	000000	321.37
					DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:	6,051.53
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/03/23	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	28.01
01-3838	BLUEPEAK					
		I-TELEPHONE 3/16/23	610-4362-428	UTILITIES DEADWOOD PARKING RAMP	000000	142.99

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		I-1K9Y-6D7N-7FNP	610-4362-426	SUPPLIES	ERGONOMIC COMP CHAIR/RAMP	000000 194.14
				DEPARTMENT 362	BROADWAY GARAGE	TOTAL: 365.14
				FUND 610	PARKING/TRANSPORTATION	TOTAL: 23,964.45

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-3/1/23-#8200017357	719-4000-429	OTHER TIF #10 - #8200017357	000000	207,964.42
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	207,964.42
				FUND 719 TIF #10 TRU HOTEL	TOTAL:	207,964.42

PACKET: 06123 COMBINED - 4/4/23
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
01-0475	DEADWOOD CHAMBER & VISI	I-3/16/23-SNOCROSS	720-4000-429	OTHER DEPOSIT REFUND - SNOCROSS	000000	850.00
DEPARTMENT 000 NON-DEPARTMENTAL						TOTAL: 850.00
FUND 720 DEPOSITS HELD						TOTAL: 850.00

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-3/1/23 -#60004256	721-4000-429	OTHER TIF #9 - #60004256	000000	150,017.60
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 150,017.60
					FUND 721 TIF #9 OPTIMA	TOTAL: 150,017.60

PACKET: 06123 COMBINED - 4/4/23

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-3/1/23-#8200017030	725-4000-429	OTHER EXPENSE TIF #8 - #8200017030	000000	8,463.65
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	8,463.65
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	8,463.65
					REPORT GRAND TOTAL:	607,615.62

PROCLAMATION

KEONE YOUNG DAY IN DEADWOOD MAY 13, 2023

WHEREAS: Keone Young was born September 6 in Honolulu, Hawaii, and was mentored by actor Mako Iwamatsu, paving the way for more than 50 years of acting and counting.

WHEREAS: Keone began his professional television career in 1969 and film career in 1976, successfully portraying a wide range of characters.

WHEREAS: Keone has been a prolific character actor with a lengthy list of guest appearances on many of the era's top television programs, as well as providing voice-over work on numerous animated programming, including video games.

WHEREAS: Keone is of Japanese and Chinese descent, and a role model for actors of similar descent. He's accepted and succeeded at difficult and sometimes controversial roles.

WHEREAS: Keone continues to be active in the entertainment industry and continues to greet his fans at "Comic Con" conventions around the nation.

WHEREAS: Keone found a new legion of fans after portraying "Mr. Wu" in the Deadwood series and movie on HBO, with his character helping to spawn a new business on Historic Deadwood's Main Street, aptly named "Mr. Wu's."

WHEREAS: Keone continues to support Deadwood and is here with us today at Mr. Wu's.

NOW, THEREFORE, I, Mayor David Ruth Jr., do hereby proclaim May 13, 2023 as Keone Young Day in Deadwood, South Dakota.

Mayor Dave Ruth, Jr.

**RESOLUTION NO. 2023-08
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 donated to retiree.

Sig Sauer P226 Elite Pistol – 47A190676

Dated this 3rd day of April, 2023.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

RESOLUTION 2023-09

**RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY
WITHIN DEADWOOD CORPORATE LIMITS**

WHEREAS, the City of Deadwood (CITY) will be home to the 101st Annual Days of '76 Celebration on July 28th through July 29th, 2023; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 28, 2023, beginning at 1:15 p.m. until the end of the parade, and on July 29, 2023, beginning at 9:45 a.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 3rd day of April, 2023.

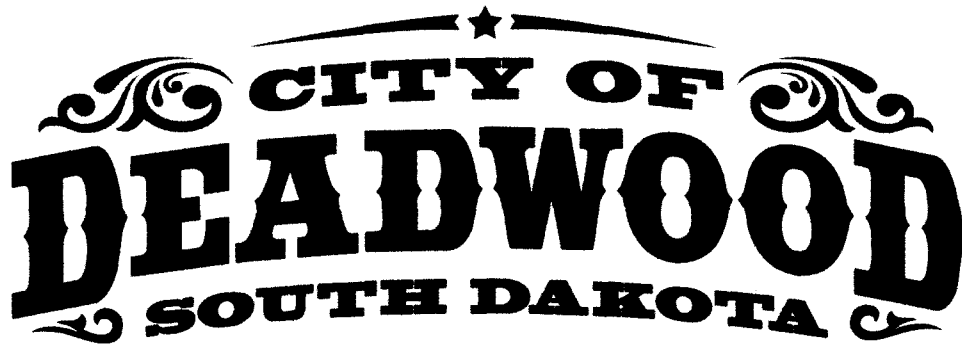
CITY OF DEADWOOD

ATTEST:

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer

Sched. meeting
March 18th



Event Complex Rental and Use Agreement

Spring 2023

Event: Lead-Deadwood Youth Soccer

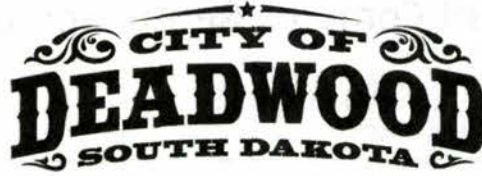
Date: 02/04/2023

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
767 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: Lead-Deadwood Youth Soccer

Contact Information:

Name of Applicant: Samantha Burleson

Business/Organization: Lead-Deadwood Youth Soccer

Mailing Address: 507 Bleeker St.

City, State Zip: Lead, SD 57754

Business Phone: _____ Cell Phone: 605-580-1059

Email Address: Samanthadburleson05@gmail.com

Dates Event Complex requested:

Set up Date(s): March 12, 2023 Hour(s): _____

Event Date(s): Will provide schedule ASAP Hour(s): _____

Clean-up Date(s): May 27, 2032 Hour(s): _____

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Youth Soccer

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Tessa Allen Title: President
 Phone: 605-641-7812 Representing: _____

Name: Samantha Burleson Title: Vice President/Coach/Referee
 Phone: 605-580-1059 Representing: _____

Name: Jessica Jansen Title: Treasure
 Phone: 605-641-4106 Representing: _____

Name: Jasmine McCauley Title: Secretary/Registrar
 Phone: 515-499-5626 Representing: _____

Name: Brechelle Winsell Title: Field Prep
 Phone: 605-347-1000 Representing: _____

Name: Stephanie Weigand Title: Member at Large
 Phone: 701-213-5841 Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)
Key Deposit (One Key or All Keys) (Refundable): \$100.00

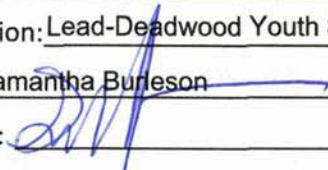
Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ _____
 Parking Lots \$ _____ Cleaning/Damage Deposit \$ _____
 Baseball Fields \$ _____
Total Fees \$ _____ **Total Deposits** \$ _____

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

Organization: Lead-Deadwood Youth Soccer
 Name: Samantha Burleson Title: Vice President
 Signature:  Date: 2/4/2023

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 SB

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 SB

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 \$71.50 per hour per person required to perform the work.

Initials SB

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 SB

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 SB

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 SB

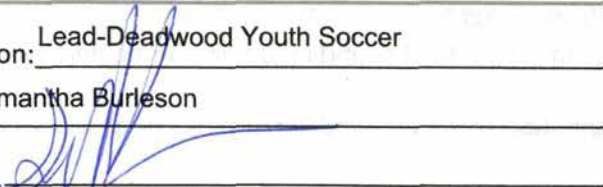
7. Outdoor/Animal Events: (Check Acknowledgement)

- 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 SB

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: Vice President

Signature:  Date: 02/04/2023

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 605-578-2622.

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)

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):

Lead-Deadwood Youth Soccer will host practice and games throughout the week and weekends. We will provide you with a schedule after our scheduling meeting.

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:

Initials SB

- 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: 578-2622

Participant Release and Indemnification required? YES NO

Initials SB

- 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 SB

- 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 SB

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 SB

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 SB

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 SB

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 SB

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 SB

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: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: Vice President

Signature:  Date: 02/04/2023

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

Lead-Deadwood Youth Soccer

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

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

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

Name: Samantha Burleson Date of Birth: 08/31/1986

Address: 507 Bleeker St.
Lead, SD, 57754

Signature:  Date: 02/04/2023

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 Lead-Deadwood Youth Soccer

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: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: Vice President

Signature: 

Date: 02/04/2023

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 \$71.50 per hour per attendant and City will assign attendants

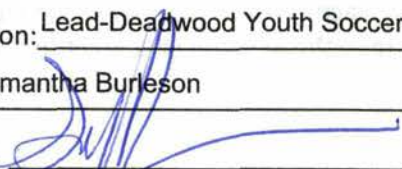
Additional Notes:

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: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: Vice President

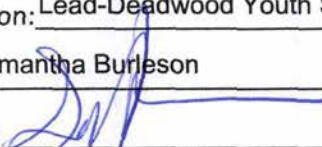
Signature:  Date: 02/04/2023

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: Lead-Deadwood Youth Soccer
 Name: Samantha Burleson Title: Vice President
 Signature:  Date: 02/04/2023

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: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: Vice President

Signature: 

Date: 02/04/2023

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 SB

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 SB

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 SB

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 SB

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: Vice President

Signature: 

Date: 02/04/2023

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 \$71.50 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: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: Vice President

Signature: 

Date: 02/04/2023

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: Lead-Deadwood Youth Soccer

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: City of Deadwood Phone Number: (605) 578-2600

City/State: Deadwood, SD Event Name: Lead-Deadwood Youth Soccer

Event Location: Deadwood Complex Center Email: _____

2) Name: City of Lead Phone Number: (605) 584-1100

City/State: Lead, SD Event Name: Lead-Deadwood Youth Soccer

Event Location: Lead City Park 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.

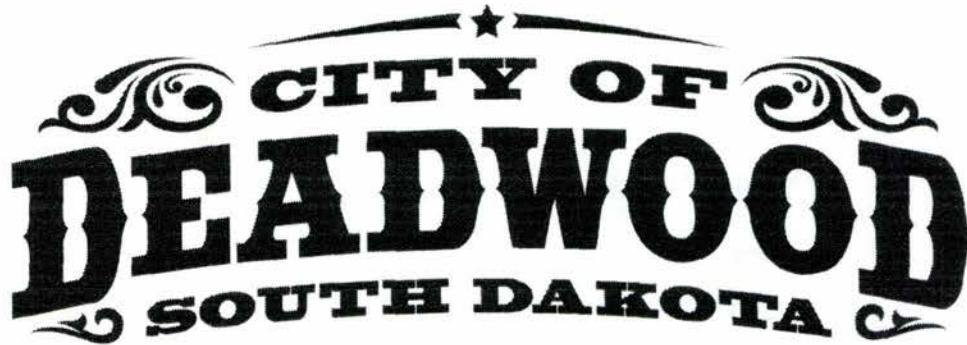
Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: Vice President

Signature:  Date: 02/04/2023

Daytime Phone Number: 605-580-1059

Date of your Event(s): 03/12/2023-05/27/2023 Group/Event Name: Youth Soccer Practice/Games



Event Complex Rental and Use Agreement

Event: Lead/Deadwood Youth Football

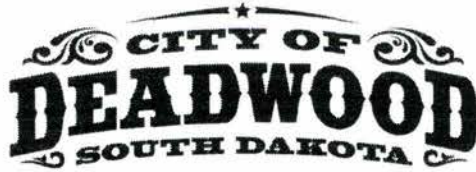
Date: 2.3.23

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: Lead Deadwood Youth Football 2023

Contact Information:

Name of Applicant: Justin Lux

Business/Organization: Lead Deadwood Youth Football Association

Mailing Address: 786 Stage Run Rd

City, State Zip: Deadwood, SD, 57732

Business Phone: 605-639-1533 Cell Phone: 605-639-1533

Email Address: justlux@gmail.com

Dates Event Complex requested:

Set up Date(s): 8/1/23 Hour(s): _____

Event Date(s): 8/1/23 - 10/30/23 Hour(s): 4:00 PM - 6:00 PM

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead Deadwood Youth Football 2023

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Justin Lux Title: Commissioner
 Phone: 605-639-1533 Representing: LDYFL

Name: James Olson Title: Vice President
 Phone: 605-920-0536 Representing: LDYFL

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge 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 \$ _____
 Baseball Fields \$ _____
 Parking Lots \$ _____
 Cleaning \$ _____
Total Fees \$ _____

Refundable Deposits

Key Deposit \$ _____
Damage Deposit \$ waived
Total Deposits \$ _____

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

Organization: Lead Deadwood Youth Football League

Name: Justin Lux Title: Commissioner

Signature: _____ Date: _____

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 

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 

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

Initials 

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

Initials 

5. The user is responsible for 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 

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 

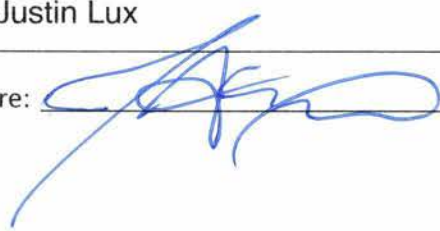
7. Outdoor/Animal Events: (Check Acknowledgement)

- 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: Lead Deadwood Youth Football League

Name: Justin Lux Title: Commissioner

Signature:  Date: 2-3-23

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)

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):

Youth Football Practice

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:

N/A

Initials *[Signature]*

- 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 *[Signature]*

- 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 *[Signature]*

- 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 *[Signature]*

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

Initials 

F. We further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss 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 

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 

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

Initials 

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are 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: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees and agents, from my participation in the activity listed below to my person or property resulting from my participation in the activity listed below.
2. Agree to indemnify, defend, hold harmless and pay the reasonable attorneys' fees of the City of Deadwood, its officers, employees and agents for any claim, suit, demand, action, or proceeding arising from my participation in the activity listed below.
3. Consent to release, defend, hold harmless and pay the reasonable attorneys' fees of the City of Deadwood, its officers, employees and agents during my participation in the activity listed below.

Will have participants complete @ registration

I have read this Release and Indemnity Agreement and Consent to Medical Treatment and understand that I have given up substantially all of my substantial rights by my signature hereon. My signature is given voluntarily without any inducement, coercion, or duress. My release of liability to the City of Deadwood shall be complete and unconditional.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

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

The following rules are in force:

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

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

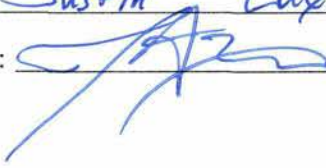
Additional Notes:

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

I have read and understand these rules.

Organization: LDYFL

Name: Sustha Luy Title: Commissioner

Signature:  Date: 2-3-23

Responsibilities to and of the Concessionaire

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

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

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

Organization: NA

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: N/A

Name: _____ Title: _____

Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: N/A

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: N/A

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: N/A

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

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: March 27, 2023
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to Pay Days of '76 Museum Invoice

Staff is requesting permission to pay Days of "76 Museum invoice in the amount of \$2,500.00 for the 2023 Days of '76 Lakota Experience to be paid from the HP Public Education line item.

The Lakota Experience is held at Outlaw Square during the Days of '76 Rodeo to showcase the Lakota culture.

This Historic Preservation Commission reviewed this request at their March 22, 2023 meeting and recommend approval of permission to pay Days of "76 Museum invoice in the amount of \$2,500.00 for the 2023 Days of '76 Lakota Experience to be paid from the HP Public Education line item.

RECOMMENDED MOTION: *Move to recommend permission to pay Days of "76 Museum invoice in the amount of \$2,500.00 for the 2023 Days of '76 Lakota Experience to be paid from the HP Public Education line item.*

DAYS OF '76, INCORPORATED

Post Office Box 391, Deadwood, SD 57732 • (605) 578-1876 • Fax (605) 578-2429

Bill to:

Historic Preservation
Attn: Kevin Kuchenbecker
108 Sherman St.
Deadwood, SD 57732

Bill Description:
2023 Days of '76 Experience

Bill Amount: \$2500.00

Make check payable to:
Days of '76 Museum

We appreciate your donation to our 2022 sponsorship.

Thank you

PB
426-04

INVOICE

PLEASE REMIT TO

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



INVOICE NUMBER SRV100820
INVOICE DATE 3/17/2023
PO NUMBER
TOTAL DUE \$2,718.27

BILL TO

CITY OF DEADWOOD
67 DUNLOP AVENUE
DEADWOOD, SD 57732

LOCATION

CITY HALL/PLANNING/ZONING
108 SHERMAN STREET
DEADWOOD, SD 57732

Service Call 221109-0025

Customer Number	Called In By	Payment Terms
0002547	LORNIE STADLER (605) 641-7745 Ext: 0000	Net 30

Description PARTS SALE ONLY.

Detail of Charges

Charges	Description	Quantity	Total
MATERIAL			
	ASSEMBLY, SOLENOI AUTOFLUSH VALVE	2.00	\$446.88
	LAMP, QUARTZ 1600W 277V	3.00	\$257.40
	PWA SMT TEMP/HUM GEN EAST	2.00	\$1,547.98
	SWITCH, FLOAT LIQUID LEVEL	2.00	\$353.93
	SWITCH, SAFETY SENSOR	2.00	\$75.08
FREIGHT			
	INBOUND FREIGHT		\$37.00
LABOR			
			\$0.00

Subtotal	\$2,718.27
Total Tax	\$0.00
Amount Paid	\$0.00
Total	\$2,718.27

MID-AMERICAN
RESEARCH CHEMICAL

CITY OF DEADWOOD REC CENTER
RANDY ADLER-PUBLIC WORKS
67 DUNLOP AVE., DEADWOOD, SD 57732

Stephen Meguire
meguireMARC@gmail.com
EMAIL

605-390-2484
TELEPHONE

TEXT

Dear City of Deadwood Rec Center,

Attached is the order to complete your gym floor this summer. My quotes/orders are a gym floor complete. Which means there will be no additional costs attached to that bid number. My orders/quotes are done with my customers in mind with my ultimate goal is to save you money and apply a professional quality product that is some of the best built finish in the industry today.

I take immense pride in my work and strive to give you the best professional results possible. MARC and myself stand behind our products and work. Your business is greatly appreciated. We look forward to serving your floor and chemical needs going forward. We are here as a resource so please feel free to give me a call to discuss any questions or concerns.

Gym Floor Complete for
Rec Center includes:

Required Ship date: TBA, 2023

Scheduled Date: TBA, 2023

***Screen, prep and tacking of gym surface**

***Applying 2 Coats M289PC Full Court Finish PC**

***Miscellaneous Equipment and Supplies**

***Includes all labor and shipping costs**

***No dust or garbage left for staff to clean up**

***Pails are yours if so desired. If you want pails disposed of they will be removed from premises or put in trash at your request.**

***GYM FLOOR
COMPLETE PRICE
TOTAL:**

***\$1360.00-Meguire Chemical Solutions**

***\$1569.70-MARC Products**

***\$2929.70 (see attached for breakdown)**

Sincerely,
Steve Meguire

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE FOR CHUBBY
CHIPMUNK**

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 April 3, 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 (RB-25696):

Notice of transfer from Chubby Chipmunk Hand Dipped Chocolates to Carolle & Seth Tautkus dba Chubby Chipmunk at 420 Cliff Street.

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 20th day of March, 2023

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – March 23, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 3, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, June 9, and Saturday June 10, 2023: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Thursday, June 8 through Sunday, June 11, 2023. Surcharge will be applied.

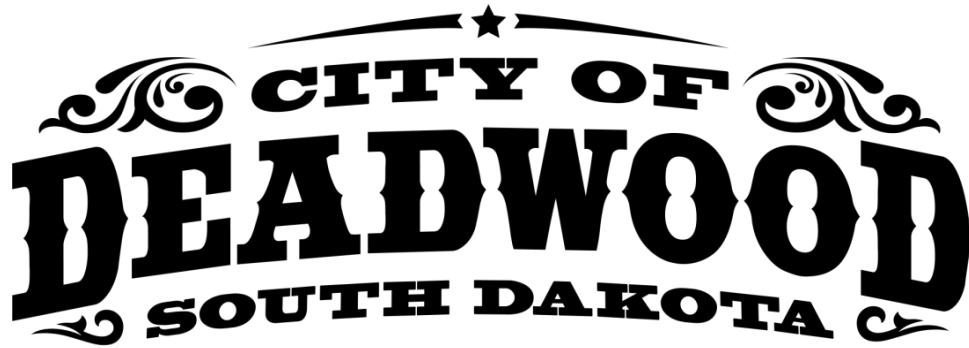
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 20th day of March, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 23, 2023

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



Event Complex Rental and Use Agreement

Event: Do Deadwood Presents Deadwood PBR

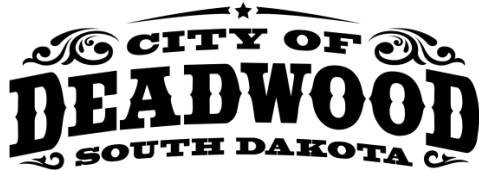
Date: June 9th & 10th

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: Do Deadwood Presetns the Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Producitons

Mailing Address: Po Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 406-885-1385 Cell Phone: 406-885-1385

Email Address: Alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): June 8th - June 10th Hour(s): 8:00 am -10:00 pm

Event Date(s): June 9th &10th Hour(s): 7:00 pm - 10:00 pm

Clean-up Date(s): June 11th Hour(s): _____

Approximate number of people who will attend: 7,000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

Name: Desiree Libby Title: Administrative Director
 Phone: 406-291-2253 Representing: Libby Productions LLC

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge 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 \$ Sur Charge

Baseball Fields \$ _____

Parking Lots \$ _____

Cleaning \$ 1000

Total Fees \$ _____

Refundable Deposits

Key Deposit \$ 100

Damage Deposit \$ _____

Total Deposits \$ 1100

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

Organization: Libby Productions LLC

Name: _____ Title: Owner

Signature:  Date: 3/13/23

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature: *Adam Libby* Date: 3/13/23

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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: *Adam Libby* Date: 3/13/23

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____ :
SS.

COUNTY OF _____ :

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

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

(Seal)

Notary Public
My Commission Expires: _____

Event Sponsor – Release and Indemnification Agreement

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

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

Two nights of Bull riding, 40 Bull rides on Friday and 50 bull rides on Saturday.

The event will start at 7:00 pm and end between 9:30 and 10:00

There will be an adequate amount of production personnel an emergency response team and licensed veterinarian on the premises.

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:

Initials AL

- 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 AL

- 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 AL

- 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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 3/13/23

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

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

Do Deadwood presents the Deadwood PBR

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: Date: _____

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

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

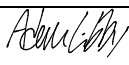
- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be 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: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: 

Date: 3/13/23

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

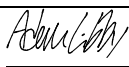
1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: 

Date: 3/13/23

Responsibilities to and of the Concessionaire

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


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

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

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: 

Date: 3/13/23

Alcohol Policy for Facility Rentals

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

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

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

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

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

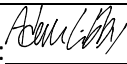
YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

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

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: 

Dates/Times Alcohol will be served: June 9th & 10th 6pm to 10pm

Business name who will be serving: Number 10 Saloon
Number 10 Saloon

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 AL

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 AL

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.

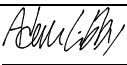
Initials AL

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 AL

Organization: Libby Productions

Name: Adam Libby Title: Owner

Signature:  Date: 3/13/23

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: Libby Productions

Name: Adam Libby Title: Owner

Signature:  Date: 3/13/23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- 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: Libby Productions

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: Libby Productions

Name: Adam Libby Title: Owner

Signature:  Date: 3/13/23

Daytime Phone Number: 406-885-1385

Date of your Event(s): 6/9/23 and 6/10/23 Group/Event Name: Deadwood PBR

NOTICE OF PUBLIC HEARING

OPEN CONTAINER, SPECIAL FULL TEMPORARY LIQUOR LICENSE, STREET CLOSURE, USER FEE FOR DAYS OF '76 EVENTS

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held April 3, 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:

Thursday, July 20, through Sunday July 30, 2023 from 7:00 a.m. to 2:00 a.m. daily at the Event Complex.

Special Full Temporary Liquor License:

Sunday, July 23 through Saturday, July 29, 2023 from 8:00 a.m. to 10:00 p.m. daily at the Event Complex.

Street Closure for parade:

Closure of Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to event complex, from 1:00 p.m. until parade ends on Friday, July 28, and from 9:30 a.m. until parade ends on Saturday, July 29, 2023.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, July 19 through Monday, July 31, 2023. Surcharge will be applied.

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

Dated this 20th day of March, 2023.

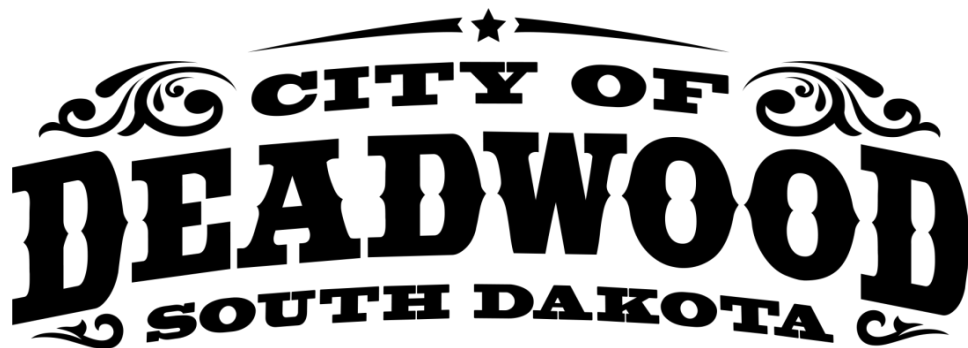
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: March 23, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Days of '76

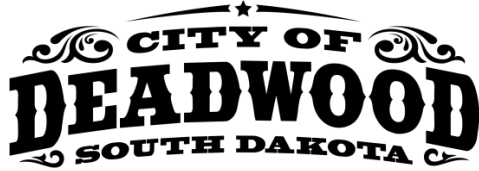
Date: _____

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

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

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: Days of '76

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-3456 Cell Phone: 605-920-1116

Email Address: chris.roberts@hubinternational.com

Dates Event Complex requested:

Set up Date(s): July 19, 2023 Hour(s): _____

Event Date(s): Jul 23 - Jul 29 Hour(s): _____

Clean-up Date(s): Jul 30 - Jul 31 Hour(s): _____

Approximate number of people who will attend: 25,000 +

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: Days of '76

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Chris Roberts Title: _____
 Phone: 605-920-1116 Representing: Days

Name: Greg Nelson Title: _____
 Phone: 605-580-1263 Representing: Days

Name: Travis Rogers Title: _____
 Phone: 605-920-3966 Representing: Days

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge 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 \$ Requesting

Baseball Fields \$ Waiver

Parking Lots \$ _____

Cleaning \$ _____

Total Fees \$ _____

Refundable Deposits

Key Deposit \$ 100

Damage Deposit \$ 2500

Total Deposits \$ 2600

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

Organization: Days of '76

Name: Chris Roberts

Title: _____

Signature: Chris Roberts

Date: 3/14/2023

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 CR

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 CR

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 CR

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 CR

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 CR

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 CR

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 CR

Organization: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____ :
SS.

COUNTY OF _____ :

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

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

(Seal)

Notary Public
My Commission Expires: _____

Event Sponsor – Release and Indemnification Agreement

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

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

PRCA Professional Rodeo

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:

Initials CR

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

Participant Release and Indemnification required? YES _____ NO X _____

Initials CR

- 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 CR

- 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 CR

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 CR

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 CR

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 CR

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 CR

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 CR

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: Days of '76

Name: Chris Roberts Title: _____

Signature: Chris Roberts Date: 3/14/2023

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating 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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts*

Dates/Times Alcohol will be served: 7/23/23 through 7/29/23

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: Lloyd's of London

Agent's Name: Chris Roberts Policy Type: CGL with Liquor Liability

Phone: 605-578-3456 Policy No.: RS100/200PA0528

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 CR

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 CR

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 CR

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 CR

Organization: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/2023

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: Days of '76

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: Days of '76

Name: Chris Roberts Title: _____

Signature: *Chris Roberts* Date: 3/14/23

Daytime Phone Number: _____

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

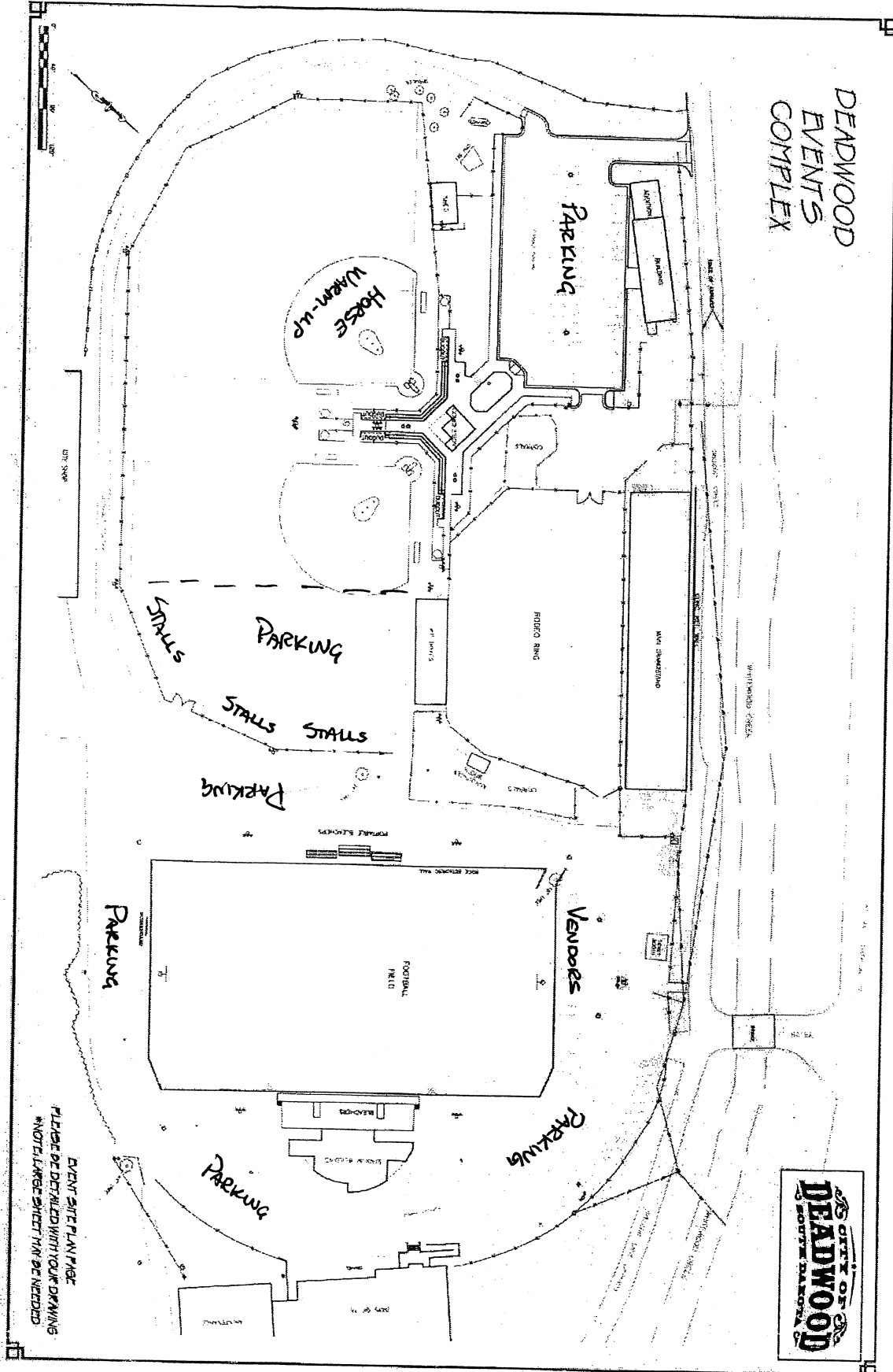

 Document Completion Certificate

Document Reference : 1f00ddc7-0672-4fea-92b4-63c4fd771931
 Document Title : Days of 76 Rodeo App 2023
 Document Region : Northern Virginia
 Sender Name : Chris Roberts
 Sender Email : chris.roberts@hubinternational.com
 Total Document Pages : 23
 Secondary Security : Not Required
 Participants

1. Chris Roberts (deadwoodcr@gmail.com)

Document History

Timestamp	Description
03/14/2023 11:18AM MDT	Document sent by Chris Roberts (chris.roberts@hubinternational.com).
03/14/2023 11:18AM MDT	Email sent to Chris Roberts (deadwoodcr@gmail.com).
03/14/2023 11:18AM MDT	Email sent to Chris Roberts (chris.roberts@hubinternational.com).
03/14/2023 11:27AM MDT	Document viewed by Chris Roberts (deadwoodcr@gmail.com). 136.226.81.72 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/111.0.0.0 Safari/537.36
03/14/2023 11:28AM MDT	Document viewed by Chris Roberts (deadwoodcr@gmail.com). 174.215.241.42 Mozilla/5.0 (iPhone; CPU iPhone OS 16_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1
03/14/2023 11:28AM MDT	Document viewed by Chris Roberts (deadwoodcr@gmail.com). 174.215.241.42 Mozilla/5.0 (iPhone; CPU iPhone OS 16_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1
03/14/2023 11:28AM MDT	Chris Roberts (deadwoodcr@gmail.com) has agreed to terms of service and to do business electronically with Chris Roberts (chris.roberts@hubinternational.com). 174.215.241.42 Mozilla/5.0 (iPhone; CPU iPhone OS 16_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1
03/14/2023 11:28AM MDT	Signed by Chris Roberts (deadwoodcr@gmail.com). 174.215.241.42 Mozilla/5.0 (iPhone; CPU iPhone OS 16_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/16.1 Mobile/15E148 Safari/604.1
03/14/2023 11:28AM MDT	Document copy sent to Chris Roberts (deadwoodcr@gmail.com).

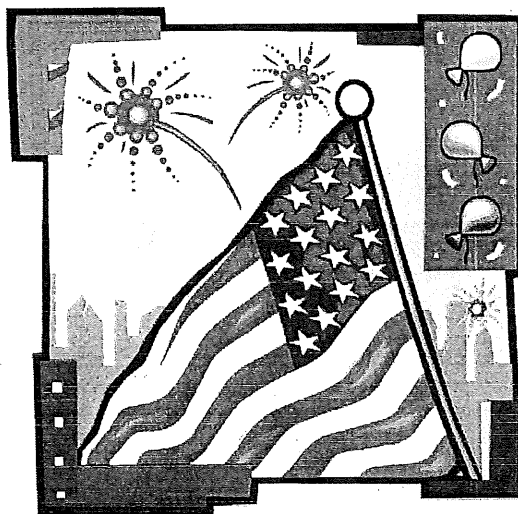


EVENT SITE PLAN PAGE
 PLEASE BE DETAILED WITH YOUR DRAWING
 NOTES/LINES SHOULD NOT BE NEEDED

City of Deadwood

Special Event Permit Application and Facility Use Agreement for

DAYS OF '76 PARADE



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
- Rodeo Ground Use
- Pavilion Use
- Other (specify) _____

Event Title: DAYS OF '76 PARADE

Event Date(s): 7/28 & 7/29 Total Anticipated Attendance: _____
(month, day, year)

Actual Event Hours: (from): 7/28 1:30 PM (# of Participants _____ # of Spectators _____) AM / PM
7/29 10:00 AM AM / PM (to): 11:30 AM AM / PM

Location / Staging Area: DAYS OF '76 RODEO GROUNDS

Set up/assembly/construction Date: _____ Start Time: _____ AM / PM

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

Dismantle Date: _____ Completion time: _____ 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:

SEE STREET CLOSURE MAP - PARADE ROUTE PROVIDED

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)
- Noncommercial (nonprofit)

Sponsoring Organization: DAYS OF '76

Chief Officer of Organization (NAME): _____

Applicant (NAME): CHRIS ROBERTS Business Phone: (605) 920-1116

Address: PO BOX 391 DEADWOOD SD 57732
(city) (state) (zip code)

Daytime phone: (____) _____ Evening Phone: (____) _____ Fax #: (____) _____

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

Name: _____

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

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

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

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

QUESTIONS

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, non profit status).

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

OVERALL EVENT DESCRIPTION
ROUTE MAP/SITE DIAGRAM/ANTHILLION

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:

PARADE WILL FORM AT THE RODEO GROUNDS AND ENTER
HIGHWAY 14A/85 TO DOWNTOWN MAIN ST. PARADE WILL
TRAVEL UP MAIN ST, LEFT ON PINE ST AND ANOTHER LEFT ON
SHERMAN ST. THE PARADE WILL TRAVEL NORTH TO HWY 14A/85
AND PROCEED BACK TO THE RODEO GROUNDS.

OVERALL EVENT/FAIR/EXHIBITION/CONCESSION INFORMATION

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

_____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide a written narrative to explain your route. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Does this event involve a fixed venue site? If YES , attach a detailed site map showing all streets impacted by the event. |

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

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

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

___ GAS ___ ELECTRIC ___ CHARCOAL ___ OTHER (specify): _____

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

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

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

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

- Other Related Event Components not covered above.
- For Pavilion Use or Days of 76 Complex, please complete information on page 5:

ADDITIONAL INFORMATION REQUIRED FOR FACILITY USE

1. Date / Time requested for set up or preparation of facility: N/A

2. Date / Time clean up and restoration of facility will be completed: N/A

3. Please indicate facilities requested for use:

NO	YES		NO	YES	
<input type="checkbox"/>	<input type="checkbox"/>	Bleachers / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Restrooms / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Grandstand / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Stock corrals / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Arena / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Lighting / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Baseball Field / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Arena parking lot / Complex 76
<input type="checkbox"/>	<input type="checkbox"/>	Electrical Hookup / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____
<input type="checkbox"/>	<input type="checkbox"/>	Pavilion Use (If YES, please complete Agreement on pages 9 through 11.)			

4. Please indicate city services requested:

NO	YES	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Preparation (if yes, complete detail in # 5 below)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clean up (if yes, complete detail in # 6 below)

5. Please describe preparation or set-up required for your activity in detail: _____

6. Please give a detailed description of clean up and restoration of facility to its pre-use condition:

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: CAR

WARNING - IF RODEO GROUNDS USED

Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

Acknowledge acceptance with initial: CAR

PARKING PLANS/ROUTINE PLAN/INFORMATION OF DWELLERS

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

RADIO, PRINT, TV & ELECTRONIC 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/ALTERNATIVE INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please

describe: RADIO, PRINT, TV & ELECTRONIC 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: DEADWOOD CHAMBER PHONE: 578-1876

INSURANCE REQUIREMENTS

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

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

Business Phone: 605-578-3456 Policy Number: _____ Policy Type: CGL

Address: 132 E ILLINOIS ST SPEARFISH SD 57783
(city) (state) (zip code)

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

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

LIQUOR LIABILITY INSURANCE

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

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

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

Address: _____

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

DEADWOOD CITY PAVILION RENTAL AGREEMENT

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): CHRIS ROBERTS Title: _____

Chris Roberts Date: 3/14/23
(signature of Applicant / sponsoring organization) (signature of Professional Event Organizer or Renter of City-owned Facilities)

DEADWOOD CITY PAVILION RENTAL AGREEMENT

N/A

This Agreement dated this _____ day of _____, 200__, by and between the City of Deadwood, hereinafter referred to as "DEADWOOD" AND _____, hereinafter referred to as "RENTER."

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD rents to RENTER to use the Deadwood Pavilion hereinafter referred to as the "PAVILION" owned by the City of Deadwood.

Upon the terms and conditions hereof, DEADWOOD grants and RENTER accepts a non-assignable right for the RENTER to use and occupy the PAVILION in the City of Deadwood.

The following additional terms and conditions are to be met:

1. The rental fee shall be Two Hundred Dollars (\$200) per day plus a Two Hundred Dollar (\$200) cleaning / damage deposit unless waived by the City Commission;
2. The RENTER shall be responsible for cleanup of the building and grounds;
3. The RENTER should make arrangements with the Public Works Director for a walk-through of the PAVILION prior to use;

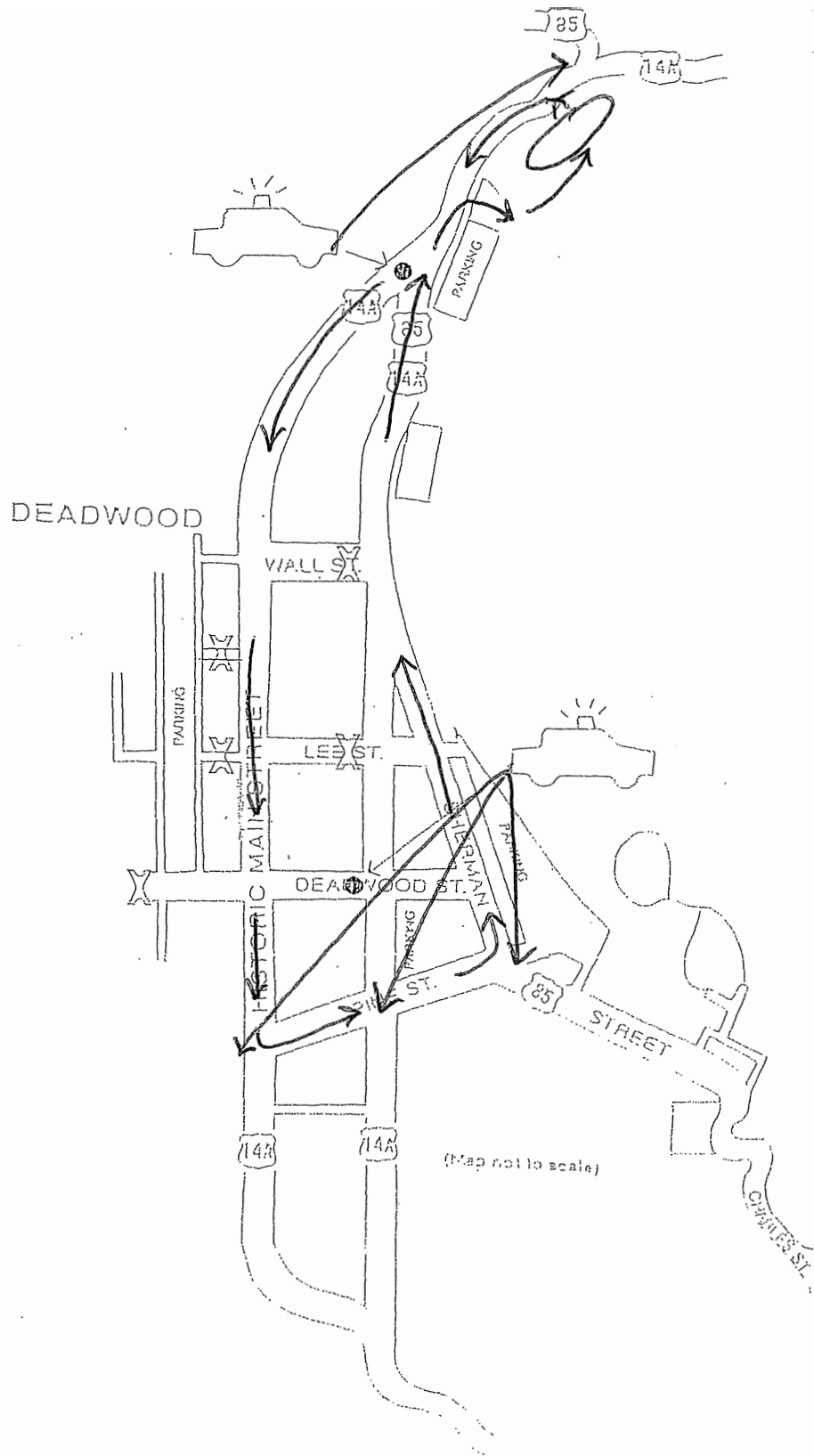
STREET CLOSURE MAP - PARADE ROUTE



- PATROL CAR



- BARRICADE



Days of '76 Request for City Services

- Setup/teardown coral panels on the outer edge of the baseball field
- Water and Water Tank Truck for proper arena dirt and dust control
- Motor grader (only if needed prior to event to restore arena floor)
- Mini-Loader for setup and teardown
- Dump Truck for removal of manure after the event
- Small Sweeper for cleanup throughout the week
- Parks Dept. to pickup trash bags and empty trash cans
- City to set up tents behind bucking chutes (for medical staff) and on baseball field (for contestants)

Requesting waiver of any fees associated with the list above. Also requesting waiver of fees associated with the direct usage of the "Event Complex" as well as fees involving vendors we contract with within the guidelines of the concessionaire agreement.

Requesting usage of the Lower Main Parking Lot for Contestant overflow parking (pickups and trailers) on Monday, Tuesday, Wednesday & Thursday. This request was well received within the committee of Parking and Transportation recently.

**NOTICE OF PUBLIC HEARING
FOR MONSTERS OF DESTRUCTION**

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 April 3, 2023 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, June 30 and Saturday, July 1, 2022 from 2:00 p.m. to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Thursday, June 29 through Sunday, July 2, 2023. Surcharge will be applied.

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

Dated this 20th day of March, 2023.

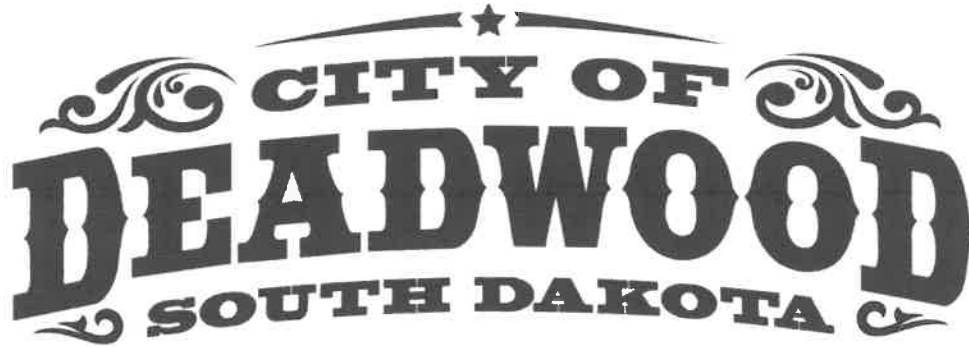
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: March 23, 2023

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Monsters of Destruction

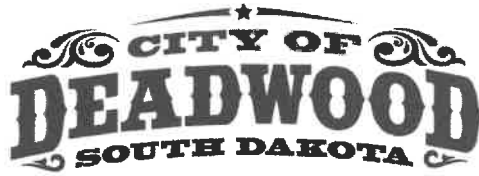
Date: June 30 / July 1 2023

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: Monsters of Destruction

Contact Information:

Name of Applicant: Andy Miller

Business/Organization: Events Inc

Mailing Address: 16427 Clarks Hill Way

City, State Zip: Westfield, W 46074

Business Phone: 317 450 0772 Cell Phone: same

Email Address: andy@events-inc.com

Dates Event Complex requested:

Set up Date(s): June 29 Hour(s): 8AM - 6PM

Event Date(s): June 30 / July 1 Hour(s): 530PM - 10PM

Clean-up Date(s): July 2 Hour(s): 8AM - 12PM

Approximate number of people who will attend: 5000 total

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: Monsters of Destruction

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Mike Moore Title: owner
 Phone: 317 716 2684 Representing: MOI

Name: Lee Collins Title: owner
 Phone: 253 740 4235 Representing: MOI

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

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

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

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

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 AW

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 AW

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 AW

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 AW

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 AW

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 AM

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 NA

Organization: MOID Events Inc

Name: Andy Miller Title: owner

Signature: AM Date: 5/2/23

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)

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):

Live monster truck performance. Each show 2.5 hours in length and contained w/in the Rodeo Arena.

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:

Inclinate weather or mechanical failure.

Initials *AJ*

- 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 *AJ*

- 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 *AJ*

- 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 *AJ*

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 AM

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 AM

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 AM

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 AM

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 AM

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: MOD / Events Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 3/2/23

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

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

Monsters of Destruction

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

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

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

Name: Andy Miller Date of Birth: 2/2/81

Address: 6223 E CR 600S

Plainfield, WY 82168

Signature: AM Date: 3/2/23

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: MOD/Events Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 3/2/23

Event Complex Parking Requirements

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

The following rules are in force:

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

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


Additional Notes:

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

I have read and understand these rules.

Organization: MOD / Events Inc

Name: Andy Miller Title: owner

Signature:  Date: 3/2/23

Responsibilities to and of the Concessionaire

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

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

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

Organization: MOD/Events Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 3/2/23

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: MOO/Events Inc

Name: Andy Miller Title: owner

Signature: 

Dates/Times Alcohol will be served: June 30/July 1 5:30 AM - 10 PM

Business name who will be serving: Cadillac Jacks

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: TBD Cadillac Jack

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 AW

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 AW

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 AW

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 AW

Organization: MOD/ Events Inc

Name: Andy Miller Title: owner

Signature: AW Date: 3/2/23

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: MOD/Events Inc
 Name: Andy Miller Title: owner
 Signature: [Signature] Date: 3/2/23

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- 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: MOD / Events Inc

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: Danette Mohr Phone Number: 618 357 1355

City/State: Duquoin, IL Event Name: MOD

Event Location: Sullivan IL Center Email: danette.mohr@illinois.gov

2) Name: Kristina Balla Phone Number: 606 258 2020

City/State: Corbin, KY Event Name: MOD

Event Location: The Arena Email: kristina.balla@thecorbinarena.com

3) Name: Evan Reese Phone Number: 208 242 8901

City/State: Rexburg, ID Event Name: MOD / Arena Cross

Event Location: Madison Co. Fairgrounds Email: evanreese@icloud.com

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: MOD / Events Inc

Name: Andy Miller Title: owner

Signature: AM Date: 3/2/23

Daytime Phone Number: 317 450 0772

Date of your Event(s): June 30 / July 1 Group/Event Name: Monsters of Destruction

**NOTICE OF PUBLIC HEARING
FOR KOOL DEADWOOD NITES
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 3, 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 Ordinance Request:

Wednesday, August 23, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Thursday, August 24: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Friday, August 25: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Saturday, August 26: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Sunday August 27, 2023: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Kool Deadwood Nites Street Closure Requests:

- Wednesday, August 23 from 2:15 p.m. Main St. from Wall to Deadwood Street for early stage setup and to remain closed until 2:00 a.m. Sunday, August 27, 2023.
- Thursday, August 24 from 5:00 p.m. to 10:00 p.m. Siever Street for Sock Hop Parking
- Thursday, August 24 from 3:00 p.m. to 10:00 p.m. Main St. from Deadwood to Pine for overflow parking for Sock Hop.
- Friday, August 25, and Saturday, August 26 Main St. from Deadwood to Pine from 3:00 p.m. to 10:00 p.m. daily.
- Sunday, August 27, Main St. from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking

Permission to Waive Vending Fees

Request to waive vending fees for Deadwood Chamber and American Legion on Main Street and Interpretive Lot on Wednesday, August 23 through Sunday, August 27, 2023. Waive vending fees for Napa at Welcome Center Lot on Thursday, August 24 through Saturday August 26, 2023.

Use of Interpretive Lot for Sock Hop and Classic Cars

2:00 a.m. Thursday, August 24 through 2:00 p.m. Sunday, August 27, 2023.

Use of Welcome Center Lot for Registration and Registered Cars Only

6:00 a.m. Wednesday, August 23 through 10:00 p.m. Saturday, August 26, 2023.

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Friday, August 25, 7:00 a.m. to 10:00 a.m. for road run, Saturday, August 26, 6:00 a.m. to 2:00 p.m. for car judging, and Sunday August 27, 2023 6:00 a.m. to 10:00 a.m. for parade lineup.

Request to Waive Banner Fee:

Request to waive Banner fees Thursday August 24 through Sunday August 27, 2023 for Kool Deadwood Nites, Directional and Chamber banners.

Main Street Parking:

Parking on Main Street from Wild Bill Bar to Nugget Saloon, and in front of Mineral Palace Thursday, August 24 through Saturday, August 26, 2023 from 10:00 a.m. to 10:00 p.m. daily.

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

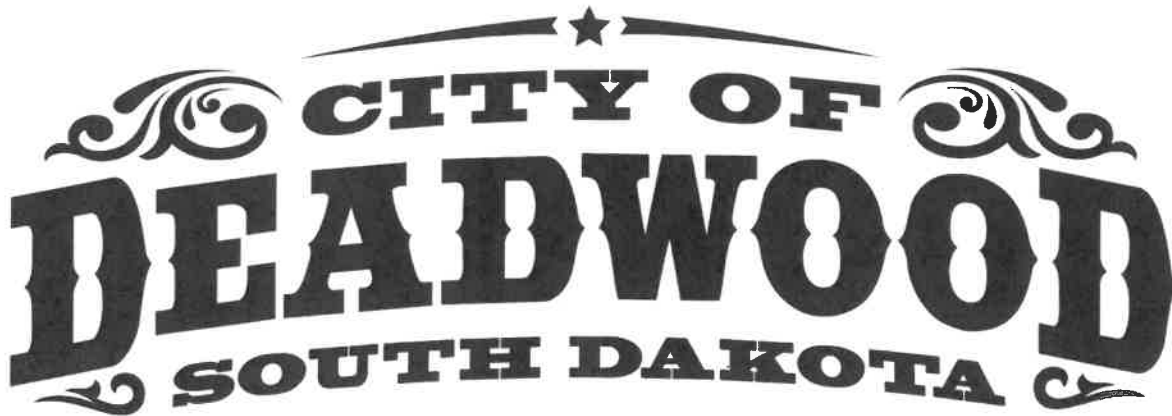
Dated this 20th day of March, 2023.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: March 23, 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

Kool Deadwood Nights 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).

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryer Pager/Cell #: 863-1249

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

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

FEES / PROCEEDS / REPORTING

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

Car registration.

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

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

See attached

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER (specify):

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

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

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 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: 1 Number of Bands: 10

Type of Music: Oldies

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

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

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

Stage 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:

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: Event Coordinator

 Date: 3/6/2023

(Signature of Applicant / Sponsoring Organization)

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

KDN Street and Parking Lot Closures:

Request Street Closure Wednesday, Aug 23 at 2:15pm and to remain closed thru Aug 27th at 2am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday, Aug 24 at 2am and to remain closed through Sunday, Aug 27 at 2pm for Sock Hop and Classic Car Parking. Request KDN signs to be put up starting Tuesday, Aug 22.

Request to close the entire Lower Main Parking lot Wednesday 6am Aug 23 through Saturday 10pm Aug 26 for Registered Cars Only. Registration will once again be held at the Visitor Center/Chamber offices.

Request Street Closure Thursday, Aug 24 thru Saturday 26th at Sunday 3am.

Request St Closure Sunday, Aug 27, 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

Request parking in Front of Mineral Palace and Wild Bill Bar-Nugget Saloon Thursday, Aug 24-26 from 10am-10pm for classic car parking only.

Request Open Container Wednesday, Aug 23 in Zone 1 & 2 From Noon 5pm-10pm

Request Open Container Thursday Aug 24 in Zone 1 & 2 from Noon-10pm

Request Open Container Friday Aug 25 in Zone 1 & 2 from Noon-10pm

Request Open Container Saturday, Aug 26 in Zone 1 & 2 from Noon - 10pm

Request Open container Sunday, Aug 27 in Zone 1 & 2 From Noon- 10pm

Request space in the Information Center Parking Lot for Official Kool Deadwood Nites Merchandise.

Request to waive Banner Fees for Event Sponsors, KDN Banners Directional Banners, and Chamber Banners.

Request to waive vending fees to sell KDN & Band Merchandise Wednesday, Aug 23 Thursday, Aug 24, Friday, Aug 25, and Saturday, Aug 26.

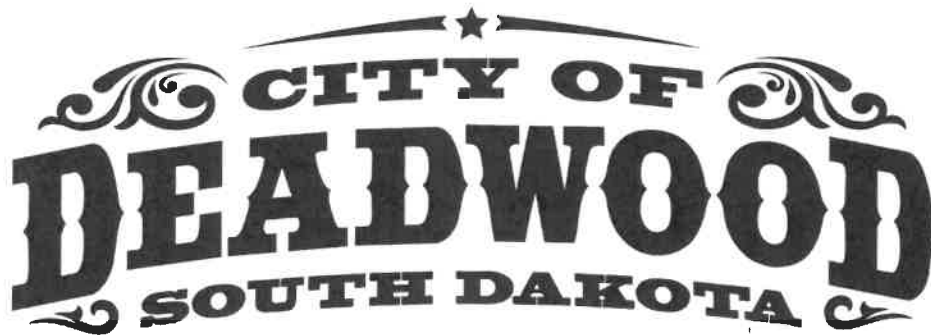
Request to waive vending Fees for American Legion to sell concessions Thursday, 10am-10pm Aug 24 through Saturday, Aug 26.

Request to waive vending fees for Napa Aug 24-28 / KDN Sponsor

Request Police Escort Friday, Aug 25 at 10am for Rod Run/Event Complex

Request Police Departments help with traffic flow during Judging at Event Complex/Highway on Sat Aug 26, 8am-Noon.

Request Police Escort Sun Aug 27, 9am for Parade.



Event Complex Rental and Use Agreement

Event: Kool Deadwood Nites

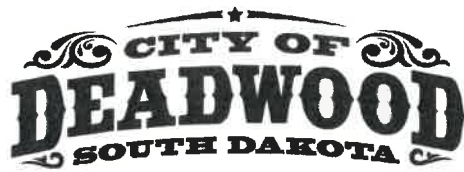
Date: 08/25-27

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

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

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: Kool Deadwood Nites

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: Deadwood Chamber

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

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

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): 8/25-8/27 Hour(s): 6am-2pm

Event Date(s): 8/25-8/27 Hour(s): 6am-2pm

Clean-up Date(s): 8/27 Hour(s): 2pm

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Sarah Kryger

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Lee Harstad Title: Director
 Phone: 605-578-1876 Representing: Deadwood Chamber

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge 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 \$00 _____
 Baseball Fields \$00 _____
 Parking Lots \$00 _____
 Cleaning \$? _____
Total Fees \$00 _____

Refundable Deposits

Key Deposit \$ _____
 Damage Deposit \$ 1250 _____
Total Deposits \$ 1250 _____

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

Organization: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____

Date: 03/6/2023

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 sjk

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

Initials sjk

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

Initials sjk

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

Initials sjk

5. The user is responsible for 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 _____

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 sjk


7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials sjk

Organization: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 03/06/2023

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: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 03/06/2023

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____
: _____
SS.
COUNTY OF _____

On this 8 day of March, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Sarah Kryger, 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 Lawrence County, SD, in said county and state, the date aforesaid.

(Seal)



Dorothy E. Hanson
Notary Public
My Commission Expires: Mar 14 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):

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:

Initials _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such 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 _____

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

Initials _____

F. We further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss 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 _____

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 _____

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

Initials _____

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are 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: DEADWOOD CHAMBER OF COMMERCE

Name: SARAH KRYGER Title: EVENT COORDINATOR

Signature:  Date: 3-6-23

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 04/06/2023

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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Date: 04/06/2023

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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Date: 03/06/2023

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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Dates/Times Alcohol will be served: N/A

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 sjk

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

Initials sjk

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

Initials sjk

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

Initials sjk

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 04/06/2023

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: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 04/06/2023

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: The Deadwood Chamber

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: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 03/06/2023

Daytime Phone Number: 605-578-1876

Date of your Event(s): 8/25-27 Group/Event Name: Kool Deadwood Nites

**ORDINANCE NUMBER 1365
SUPPLEMENTAL BUDGET APPROPRIATION #1 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 0215 HISTORIC PRESERVATION FUND

Capital Assets – Land Acquisition \$690,461.87

Source of Revenue: HP Cash Reserves

FUND 0216 REVOLVING LOAN

Loss on Sale of Asset - \$6,092.64

Source of Revenue: HP Unexpended Cash and Cash Reserves

FUND 0610 PARKING & TRANSPORTATION FUND

Grants to other Entities \$17,884.00

Source of Revenue: Additional Revenue Received and Unexpended Cash

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: March 20, 2023
Second Reading: April 3, 2023
Published: April 6, 2023
Effective: April 6, 2023

RESOLUTION 2023-10

A RESOLUTION OF SUPPORT AND AUTHORIZING SUBMITTAL OF A SOUTH DAKOTA RECREATIONAL TRAILS PROGRAM GRANT APPLICATION TO AID IN FINANCING THE DEADWOOD HILL TRAILHEAD PARKING AREA

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Recreational Trails Program (RTP) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreational trails projects;

WHEREAS, the Deadwood Hill Trailhead Parking Area would be a desirable improvement for creating needed parking for the many vehicles and motorized recreational equipment that use Deadwood as a trailhead for the many outdoor recreation opportunities in the vicinity;

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

1. That the Mayor is hereby authorized to execute and file an application on behalf of the City of Deadwood with the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for a RTP grant to aid in financing the Deadwood Hill Trailhead Parking Area for the City of Deadwood, South Dakota, and its Environs.
2. That the Mayor is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Deadwood shall provide a minimum of 20% of the total cost of the project; and, will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Dated this 3rd day of April, 2023.

CITY OF DEADWOOD

ATTEST:

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer

**ORDINANCE NUMBER 1366
SUPPLEMENTAL BUDGET APPROPRIATION #2 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 0610 PARKING & TRANSPORTATION FUND

Capital Improvements: \$525,000.00

Source of Revenue: Parking & Transportation Unexpended Cash and Cash Reserves

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: April 3, 2023
Second Reading: April 17, 2023
Published: April 20, 2023
Effective: April 20, 2023

RESOLUTION 2023-11

A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH TRANSFERS FOR THE YEAR 2023

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2023.

From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00.

From BID 1-6 (0213), BID 7 (0214), BID 8 (0212) and BID 9 (0211) to General Fund (0101) for administration fees for Business Improvement Districts. \$10,000.00 each for a total of \$40,000.00

Dated this 3rd day of April, 2023.

CITY OF DEADWOOD

BY: _____
David R. Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

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



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

MEMORANDUM

Date: March 30, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Approval to Re-Paint Gateway Entry Monuments

In 2014, based on the recommendation of Roger Brook's, the six Gateway Entry Monuments leading into Deadwood were painted. Tim Peterson, with Flat Earth Art Company, was contracted to paint these monuments.

The monuments are starting to show wear with small spots of brick showing through and there is some noticeable fading on some colors. Flat Earth Art Company has submitted a quote to repaint the monuments at a cost of \$15,425.00.

Staff is recommending hiring Flat Earth Art Company in the amount of \$15,425.00 to re-paint the six Gateway Entry Monuments to be paid out of the HP Capital General Maintenance budget.

MOTION:

Move to approve hiring Flat Earth Art Company in the amount of \$15,425.00 to re-paint the six Gateway Entry Monuments to be paid out of the HP Capital General Maintenance budget.

Bonny Anfinson

From: Kevin Kuchenbecker
Sent: Wednesday, March 29, 2023 2:09 PM
To: Bonny Anfinson
Subject: FW: Deadwood entry monument re-paints

See below for memo

Kevin Kuchenbecker
 Planning, Zoning and
 Historic Preservation Officer

From: Randy Adler <Randy@cityofdeadwood.com>
Sent: Wednesday, March 29, 2023 10:05 AM
To: Kevin Kuchenbecker <kevin@cityofdeadwood.com>
Subject: FW: Deadwood entry monument re-paints

From: Tim Peterson <tim@timpetersonstudio.com>
Sent: Wednesday, March 29, 2023 9:57 AM
To: Randy Adler <Randy@cityofdeadwood.com>
Subject: Re: Deadwood entry monument re-paints

Your cost to completely repaint all six would be \$15,425.00.
 The \$19k number reflects what the initial first painting done in 2014 would have been in todays dollars. I included that 19k number so you could compare past costs to the new numbers.
 I hope this clarifies and sorry about the confusion.
 Thanks
 Tim

Sent from my iPhone

On Mar 29, 2023, at 9:44 AM, Randy Adler <Randy@cityofdeadwood.com> wrote:

Good morning Tim, I have a question on estimate you have listed price would be \$19,275.00 due to increase in cost , on section B its listed for \$15,425.00 just confused on cost for complete repaint for the six signs.

From: tim@timpetersonstudio.com <tim@timpetersonstudio.com>
Sent: Monday, March 20, 2023 7:22 PM
To: Randy Adler <Randy@cityofdeadwood.com>
Subject: Deadwood entry monument re-paints

-----Original Message-----

From: "tim@timpetersonstudio.com" <tim@timpetersonstudio.com>

Sent: Monday, March 20, 2023 7:35pm
 To: randy@cityofdeadwood.com
 Subject: Deadwood entry monument re-paints

Hi, Randy,

I completed a survey of the six entry monument signs and I have a few comments before I get into the numbers portion of the estimate.

Project locations:

1. Mickelson Trail Head (by Taco Johns) railroad scene
2. No. Main (by Tin Lizzie) Main Street scene
3. No. Hwy. 14a (on Sturgis side) crossed six guns
4. No. Hwy. 85 (by the Lodge) stagecoach scene
5. Top of Main (near Broken Boot) gold miner w/pan scene
6. Jct. Hwy 85/385 (Aces & 8's) with Wild Bill

These six were painted in 2014 and are, overall, are surviving the elements as expected. Most have some very small spots of brick showing through a few colors and there is some noticeable fading with some colors, reds, oranges and flesh tones in particular. Originally, these were primed with a high build Chromatic acrylic primer and painted with One Shot sign painters enamels activated with a urethane hardener and while fresh, appeared glossy on the surface which over the years has become flatter in sheen. I would be using the same materials which remain the industry standard. The cost in 2014 was \$14,545 and considering increases in labor and material costs in 9 years, that original price would now be \$19,275. I have put prices together for a partial repaint or a complete repaint and these numbers will give you a comparison to the numbers below.

Project specs:

A) Partial repaint of six entry monument signs

Clean with soapy water

Remove any loose material and spot prime as need

Repaint all sections that show paint missing and/or fading

(including copy) Each monument has different areas of concerns and my estimate is based on repainting those areas that need fresh paint.

Note: There will be a noticeable difference in sheen for a couple years between the freshly painted

areas and the original paint

Price: \$12,415.00

B) Complete repaint of six entry monument signs

Clean with soapy water

Remove any loose material and spot prime as needed

Repaint entire pictorial surface (same colors as existing artwork)

Price: \$15,425.00

Production time: based on weather conditions, production could begin in April and would be ongoing until completed (app. 7-8 weeks subject to favorable weather conditions)

No tax (gov't)

Terms: 50% deposit/balance due on completion

Thanks, Randy, for the opportunity to freshen up Deadwood's first impression to visitors!

Tim Peterson
 Flat Earth Art Co.
 Spearfish

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: March 29, 2023
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to Pay Golden West Technologies Invoice

Staff is requesting permission to pay Golden West Technologies invoice in the amount of \$7,262.50 to build new Azure infrastructure for ArcGIS be paid from the HP Professional Services line item.

Staff worked with Golden West Technologies and Avid4 Engineering to move the GIS interfacing from Amazon Web Services to Azure for ease of maintenance and billing. This invoice is for services provided by Golden West Technologies for their part with building the new platform

RECOMMENDED MOTION: *Move to recommend permission to pay Golden West Technologies invoice in the amount of \$7,262.50 to build new Azure infrastructure for ArcGIS be paid from the HP Professional Services line item.*

Invoice

Number: **409147**

Date: **3/16/2023**

Bill-To

City of Deadwood-Historic Preservation
Attn: Accounts Payable
108 Sherman Street
Deadwood, SD 57732 USA

Ship-To

Deadwood City Of-Historic
 Preservation
 108 Sherman Street
 Deadwood, SD 57732 USA

Source: SO No. 261595

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Ship Via	Terms
7517	7517	7517				Net 30

**Build new Azure Infrastructure for ArcGIS.

12/30/2022 JG: Logged into the admin account for Azure and set it up with MFA. Replied to emails for Cindy, Jessica, and Zach on setup and looked into the tax exempt for Cindy.

12/30/2022 JG: Got an email from Cindy that this is set up. Called and remoted into her computer to give the admin user subscription ownership. Logged in and called Zach at Ferber. We walked through the initial setup of the environment until we got to VMs. With the free version, there are several things we cannot do. Called Cindy, got into her computer, and upgraded to the standard subscription. Purchased the b4ms reserved instance but had issues with the D4s instance. Expanded the regional vCPU quota and waited a bit to see if it would allow us access. Will give it more time. Built up the b4ms VM and tied down RDP to our and Ferber's IP address only. Will work with Zach more on this Tuesday to finish up.

01/03/2023 JG: Logged into the Azure portal and was able to use the Ds4 series now. Added that to the reservations and called Zach. Worked with him to get the geoevent VM built up and modified the NSG to lock down RDP. Got into both servers and got them set up to communicate with each other through the firewall and set proper time. Got into Zach's computer and walked him through setting up the inbound rules similar to AWS inbound on both VMs NSGs. Made sure that everything could communicate. Brought in the wildcard cert on both servers and set the self-signed cert for ESRI to work properly. Setup a resource lock at the subscription level. Zach will take it from here and will contact me if he has any questions.

01/03/2023 JG: Set up all recommended alerts to go to Zach's email and the hpadmin email address at City of Deadwood. Let Zach know. Built documentation on the setup of Azure and included pertinent information to City of Deadwood.

01/04/2023 JG: Logged in and checked on the reservation for the DS4_V2. It did consume the VM as expected. Made sure everything looked correct and let Zach know.

01/06/2023 JG: Zach emailed that he needs something turned on in the marketplace but that is not how we set up these servers and not how Microsoft recommends they are set up. Called Zach and explained that and he thinks we should probably rebuild this using the ArcGIS image so that he gets the most support from ESRI. Rebuilt the portal VM but once we got into the image builder, it wasn't the same as what some of the documentation said it was. Told Zach to contact ESRI because this has all software installed on it and it seems to be a single instance. We may need another instance, but the documentation is not clear. Updated our documentation with the current build for now.

01/06/2023 JG: Got on a call with ESRI engineers and Zach; we explained what we are trying to accomplish with this setup. He said that how we had it setup initially is fine and we can go back to that setup to make sure we have Server 2022 and not 2019 like their images have, and to make sure it's a brand new VM image. Built the environment back up the way we had it and set up IIS on the servers. Installed the Enterprise builder software, but it does not seem to be the proper way to set this up even though that is the link that we were sent. Zach responded to an email that we just received at 4:05pm from the ESRI engineer letting us know we could reach out for help with the install. Zach is going to work with him and reach me back if he needs assistance.

01/09/2023 JG: Checked on cost analysis to make sure that everything is performing as it should for now and still set up and ready for a call with ESRI at 10am tomorrow morning.

01/10/2023 JG: Got logged into the Azure portal and into the two VMs before the Zoom. Got into the Zoom with Vincent from ESRI and got started while Zach finished up something things he needed to do. Uninstalled the arcgis software that is on these servers. Downloaded the new software separately as this was his most recommended way.

(* denotes repair item)



2727 N Plaza Dr.

Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Invoice

Number: **409147**

Date: **3/16/2023**

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Ship Via	Terms
7517	7517	7517				Net 30

While we waited for the uninstall, we checked through settings on the old servers. Zach reached out to Kevin and let him know the site will be down for a while so we can upgrade the old software to the 10.9 version that we have loaded on the new servers. Started the upgrade on the old servers. While that was installing, I installed the Portal for ArcGIS, created a new subnet that is the same as AWS suggested by ESRI and changed over the subnets on both servers. Set a static through Azure for the Portal server so it has the same IP as the one in AWS. Recreated the self-signed certs so they match the new IPs.

01/10/2023 JG: Got back on the Zoom with Zach and Vincent and they have the Portal for ArcGIS upgraded and are working on Server now. The Portal for ArcGIS completed, and I installed all the remaining software required for the portal server. Setup a storage account and a file share and set it up on the new portal and old AWS portal server to transfer data to the new servers. Zach is going to stay on the line with Vincent as long as possible, and we will resume on Thursday with anything remaining.

01/11/2023 JG: Zach messaged that the E drive has to be D to make this other software that is being used for the migration work properly. Called Zach and did a screenshare. Moved the paging file and then rebooted the server. Changed the drive letters around and then walked through the removal process of the software. Zach will finish removing the software as they want it to live on C, which is not recommended but since it was on C on the old servers, Vincent wants it on C on these servers as well.

01/12/2023 JG: Called Zach and did a screen share with him. Enabled the paging file on the portal server and then changed the C to D on the geoevent server as well. Installed the software on the geoevent server. Noticed that portaladmin was being used for the service account; changed all of that to arcgis instead and restarted the services. Had to change permissions on all the folders to make this work right. Got on a call with Vincent and started trying to setup the portal site but we kept running into redirect issues with the site. Changed the Azure DNS to Google DNS for the servers and restarted the server. I also changed the location of the external DNS names for GIS.cityofdeadwood.com. Now it will not go to the site with the IP at all. Vincent recommended that we uninstalled Portal for ArcGIS again and reinstall. Zach is going to take it from here and let us know when the software is reinstalled.

01/13/2023 JG: Zach messaged that Vincent from ESRI thinks we need to rename the VM because there is a bug that has been reported in the software when the server has the name portal in it. It is not as simple in Azure to just rename, must be rebuilt. Copied out what we needed and rebuilt the VM. Setup the proper NSG rules, setup the self-signed cert, changed DNS records, setup the wildcard cert, copied back the folders we stored on the geoevent server for this folder and Zach will start the install of the software again. Updated all documentation.

01/13/2023 JG: Zach called and isn't able to get the web adaptor to install. Had to install the IIS management server and scripting tools as well. Got all of that installed and now the web adaptors are installing.

01/17/2023 JG: Zach called and is wondering how to map the storage account shared drive to the new Azure portal server. Logged into the portal and copied out the script to map the drive. Sent to Zach and then helped him manually migrate the archives.cityofdeadwood.com site to the new portal server as well.

01/20/2023 JG: Got an email from Zach needing assistance with some questions from ESRI. Emailed him back answering the questions. Logged into the Portal to see if I could figure out how the arcgis server and portal are federated, but I can't find that information.

01/23/2023 JG: Zach messaged that they need access to AWS from Azure using PostGreSQL. Got on a call with him and said he won't be able to access it that way from Azure, but we did install PostGreSQL and then tried to back up the database and restore on the new server, but it would not restore. Zach is going to reach out to ArcGIS to finish this process.

01/24/2023 JG: Got on a call with Zach and ESRI needs to make sure that all the users in PostGre are setup with the proper permissions. Got into PostGRE and the deadwood database did export successfully. Imported that and modified some permissions. Found that we need to change the file name to back up and then import, so I blew away the old database and created a new one and then restored. Seems to be restoring properly. Installed SQL server and took a backup of the archives database on the old server and then restored it on the new one and setup the proper permissions. However, the site is not working and even after trying to modify the web.config file, could not get it to work right. He is going to reach out to the vendor that helped Linda design it initially.

(* denotes repair item)

Invoice

Number: **409147**

Date: **3/16/2023**

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Ship Via	Terms
7517	7517	7517				Net 30

01/24/2023 JG: Zach called and said that they had to reinstall the PostGRE software because his password isn't working but they were also unable to get it to work after that creating the geodatabase through ArcGIS Pro. Got into his computer with him and uninstalled both PostGRE software, deleted folders and reinstalled. Setup the geodatabase using ArcGIS Pro and that was successful now. Created the database users according to the documentation from ArcGIS. Tried to restore the database and Zach will monitor. He will reach out to ESRI again if the restore is not working.

01/25/2023 JG: Zach messaged that he talked to the site creators, and they said that what we did to the config files is the only thing that needs to be changed. Got into his computer again and we fixed the archive user in sql and setup windows and SA auth and now we can connect using the archive user into the sql server. Setup the tcp/ip port and then allowed the sql port through the firewall. Tested the archive site internally and now it's working. Externally, it's not yet. Allowed port 4433 inbound on the windows firewall and thats working now as well. Started looking into the postgresql database and worked on trying to upgrade the AWS server to postgres12 from 9.6 but after running the upgrade command, we cannot get the 9.6 service to start. Started working on the Azure server again and did a manual pg_restore from the command line and it imported a lot more information than we had before. Now Zach has more data to work with and is going to reach back out to ESRI.

01/25/2023 JG: Zach called and he needs to restore the old geoevent server back to the snapshot we created yesterday. Got into his computer and walked through restoring the drives from the snapshot. Got back into the server and everything is back to the way it was yesterday. He is waiting to hear back from ArcGIS for the portal and PostgreSql settings.

01/26/2023 JG: Zach called and needs to get an export to a csv from ArcGIS Pro of the PostGRE database. This service will not start. Tried to stop everything using this service and then start it but couldn't get it to work. Performed a restore from the 1/10 snapshot so that the service is started, and Zach will take it from here.

01/27/2023 JG: Zach called for assistance getting the xml to import properly. Kept running into an error. It wants to import into a database with all the users already created. Imported it into the Deadwood database and it does not appear to have doubled the files in the database at all. He will look through it and tie the ArcGIS services to it and see if things are functioning properly from there.

01/27/2023 JG: Zach called and needs some help pointing the Verizon Network fleet connector. He just needs to use the full fqdn. Chose to use a different port so cleaned up port 6180 in the NSV as well.

01/27/2023 JG: Zach said that Verizon is still erroring. Got on a call and looked at the old server. It was pointing to the name of the old server but via http. Now that we have this setup as https only, found the geoevent.cityofdeadwood.com dns name and he will test that instead.

01/31/2023 JG: Zach emailed yesterday about the network fleet site still not working. Went out to the site and it's looking at a self-signed cert. Emailed Zach back and he called. Did a screen share and went through several options to get the wildcard or the other self-signed cert we created to work but they all failed. Let Zach know that the wildcard is preferred but did create another self-signed cert with the Azure internal DNS name as well. Tested that but it also fails because it's self-signed, not a trusted external CA. He is going to chat with ESRI and find out where these settings need to be changed.

02/01/2023 JG: Zach emailed about the archives site not working for City of Deadwood. Got on a call with him and tried it on my end and it works fine for me too. Got into their server and noticed there are internal DNS records setup pointing to the old servers. Updated those to reflect the new IP addresses and cleared DNS cache. Zach had them test and it's working for them now. Looked through certificates with Zach and comparing to the other server, they were using the original self-signed certificate but I don't think that is accurate. Got on a call with support from Esri and we installed the wildcard and used that on the portal server but the geoevent server is using a name that is different than an external DNS name. The internal self-signed certificate would not support the external site name since it is self-signed. Esri support is going to look into this further.

02/02/2023 JG: Zach needs assistance with the internal vs external URLs for the geoevent server. Zach called and I spoke with him about the differences of the internal vs external with the wildcard and renaming the ArcGIS machine name to geoevent.cityofdeadwood.com might resolve all the issues for this server as well.

02/07/2023 JG: Zach needs some assistance on the name of the geoevent server. Got on a call with him and ESRI

(* denotes repair item)

Invoice

Number: **409147**

Date: **3/16/2023**

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Ship Via	Terms
7517	7517	7517				Net 30

wants him to change the dns name in Azure of the host but if we do that, we will lose access and it won't be the name of the physical machine or the website that he is trying to access. He will explain this to ESRI. Moved the cemeteries site from the Mt Moriah AWS VM. Setup backups for the Azure VMs. Zach is going to work with ESRI from here. 02/08/2023 JG: Got on a call with ESRI and Zach to discuss Azure DNS vs the cityofdeadwood.com DNS settings and the difference between them. ESRI tech gave Zach some steps to reinstall with the dns name we want to use so we can use the wildcard for that site as well.

02/10/2023 JG: Zach called and rebuilt a couple of things according to ESRI's recommendations but now he is running into issues. Looked through the network fleet connector with him and into the password prompts in Portal, but we aren't able to find anything causing the issue on the server side of things. Checked the backups and we just created those on Tuesday and rebuilt some of this on Sunday. He will work with ESRI more and let me know if he needs assistance.

02/21/2023 JG: Got an email from Zach about ports not being open outbound. Logged into the portal and sent him a screenshot of all ports being allowed out to the internet. Maybe there is a different IP that isn't specific to the internet that is missing. Will work with Zach on this when he gets back in touch.

02/22/2023 JG: Zach called, and I remoted in and to his computer. Went through adding the ports ESRI says they need in the Portal servers firewall since that is what he is trying to connect to. Set up firewall monitoring on that server. Looked through how this fleet connector is supposed to be setup and how to connect to a data store and added a new setup for a data store instead of the arcgis enterprise he had setup. Found that the NSG is blocking the IP since the site is external. Opened the port in the NSG and now we have denied in the firewall monitoring log on the portal server for port 6443 as well. Opened that port and now it is connected, and the data store shows connected as well. Zach will continue from here to see if he can get it to work properly.

03/01/2023 JG: Got on a call with Zach to discuss decommissioning the servers from AWS, except the Mt Moriah web server for now. Zach will call back if he needs further assistance.

Qty.	Description	Total
41.50	IS Billable Labor	\$7,262.50
	Item Total:	\$7,262.50
	Sales Tax:	\$0.00
	Invoice Total:	\$7,262.50
	No Payments Received	
	Total Due after payments:	\$7,262.50
	Invoice Balance as of: 3/16/2023	\$7,262.50

NOTICE:

- * A 20% restocking fee may be applied to unopened returns.
- * A 1.5% monthly finance charge, with a \$5.00 minimum, may be assessed on past due balances.
- * A 40% fee may be added to any account sent to collections.

(* denotes repair item)

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: March 31, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Pannier Graphics, Outdoor Interpretive Panels

The City of Deadwood Archives is requesting permission to enter a contract with Pannier Graphics of Gibsonia, PA to develop five (5) outdoor interpretive panels to be placed throughout Deadwood Gulch as part of Deadwood's walking tour.

As part of this quote, the Historic Preservation Office would like to add four new panels to the downtown walking tour. These new panels are as follows:

- McGovern Hill Conservation Easement. 24 x 36" black aluminum frame and double poles
- Angular Unconformity 24 x 36" black aluminum frame and double poles
- Louis "Chicken Louie" Banks. 24 x 36" black aluminum frame
- McDonald Park. 18 x 24" black aluminum frame, single pole
- Methodist Church. 18 x 24" black aluminum frame, wall mount

The Historic Preservation Commission reviewed this request at the March 22, 2023 meeting and recommend approval.

RECOMMENDATION

Move to enter into a contract with Pannier Graphics for the creation of five outdoor interpretive signs. The cost for this project will not exceed \$3,900.00 dollars. Funding for this project will come out of the 2023 HP Public Education line item.



345 Oak Road . Gibsonia, PA 15044
 724-265-4900 . 724-265-4300 (fax)
 www.PannierGraphics.com

DATE: 3/14/2023

Section 10 Item g.

QUOTE: E000045777

City of Deadwood
 108 Sherman Street
 Deadwood SD 57732

Contact: Mike Runge
 Phone: (605) 578-2082x2222
 Email: michael.runge@cityofdeadwood.com
 Project: 2023 HPC Summer Signs

Quantity	Description	Unit Price	Extended Price
3	36"w x 24"h x .090 Fiberglass Embedded (FE) Panels. All different. Single-faced. Matte finish. Square cut. No holes.	\$319.00	\$957.00
2	Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23"h. Includes (2) 4" x 4" x 57" posts for direct embedment. Powder coated Black with a textured finish. Machine screws & nuts.	\$465.00	\$930.00
1	Aluminum Wall Mounted Frame for 36"w x 24"h Panel. Visual area will be 35"w x 23"h. Powder coated Black with a textured finish. Machine screws & nuts.	\$380.00	\$380.00
2	24"w x 18"h x .090 Fiberglass Embedded (FE) Panels. Both different. Single-faced. Matte finish. Square cut. No holes.	\$225.00	\$450.00
1	Aluminum Single Pedestal Exhibit Base for 24"w x 18"h Panel. Visual area will be 23"w x 17"h. Includes (1) 3" x 3" x 57" post for direct embedment. Powder coated Black with a textured finish. Machine screws & nuts.	\$350.00	\$350.00
1	Aluminum Wall Mounted Frame for 24"w x 18"h Panel. Visual area will be 23"w x 17"h. Powder coated Black with a textured finish. Machine screws & nuts.	\$290.00	\$290.00

Sale Amount: \$3,357.00
Estimated Freight to 57732: \$530.00
Total Amount: \$3,887.00



345 Oak Road . Gibsonia, PA 15044
724-265-4900 . 724-265-4300 (fax)
www.PannierGraphics.com

DATE: 3/14/2023

Section 10 Item g.

QUOTE: E000045777

TERMS AND CONDITIONS

- Panel Files: Pricing is based on receiving print-ready files. For more information, refer to our [File Preparation Guidelines](#). Completed files can be uploaded to our [FTP Site](#).
- Proofs: One scaled proof of each original will be submitted for the customer's approval. This printout will represent the actual color and resolution of the final embedded panel. Final changes may be made to this printout before proceeding to production.
- Packaging: Order will be bulk packed and one shipment.
- Pricing: Sale Amount is effective for 60 days after the quote date.
- Freight: Estimated freight does not include any special services such as a liftgate, inside delivery or delivery to a residential address. Freight will be delivered via an 18-wheeler truck. Depending on the size of the order, the shipment may need to be offloaded with a forklift.
- Freight Estimate: Freight cost shown above is an estimate generated on the day the quote is written. Estimate includes packaging and handling. Final freight charges can vary based on the volatility of the transit industry. Additional freight charges may be invoiced at time of shipment.
- Delivery: 30-40 business days after Pannier receives all approvals.
- FOB Destination: Freight Prepaid & Add
- **Payment: Net 30 Days**

Summer Timmer
Sales Representative
724-265-4900 x207
slt@pannier.com

Customer Acceptance/Date

Print Name and Title

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: March 31, 2023
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Black Hills Post 5969 VFW Not-For-Profit Grant Request

The Black Hills Post 5969 VFW has submitted a Not-for-Profit grant request to replace the HVAC system. The cost for the replacement is \$28,824.00.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000.00 per year not to exceed \$50,000.00 in a five year period. The Black Hills Post 5969 VFW has received \$20,842.47 in the last five years and has \$29,157.53 available.

The Historic Preservation Commission reviewed this request at their March 22, 2023 meeting and recommend approving the grant request for the Black Hills Post 5969 VFW in the amount of \$28,824.00 for the HVAC replacement.

RECOMMENDATION: *Move to approve the Not-For-Profit grant request for Black Hills Post 5969 VFW in the amount of \$28,824.00 for HVAC replacement.*

GRANT FUND –
 SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

APPLICATION # _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

DEADWOOD NOT-FOR-PROFIT GRANT PROGRAM FOR
 SITES NOT ELIGIBLE FOR STATE PROPERTY TAX MORATORIUM

Application

The Deadwood Historic Preservation Commission reviews all applications. Please read the attached Policy Guidelines and provide the requested information below.

1. Property Address:

10 Pine ST	Deadwood	SD	57732
Street	City	State	Zip

2. Applicant Details:

TODAY'S DATE: 7 March 2023

Black Hills Post 5969 VFW	605-722-9914	post5969@midconetwork.com	
Name	Daytime Telephone	E-mail Address	
10 Pine St #443	Deadwood	SD	57732
Street	City	State	Zip

3. Owner of Property:**

****NOTE:** Applicant must own/retain property;

OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

(Complete 'Owner of Property' only if different from that of applicant)

Name	Daytime Telephone	E-mail Address	
Street	City	State	Zip

*GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM*

The following information must be presented with this application as attachments before being reviewed by the Deadwood Historic Preservation Commission (incomplete applications will not be reviewed)

- a. Floor plan(s) (when necessary)
- b. Site plan(s) (when necessary)
- c. Photographs
- d. Copy of deed or notarized letter of authorization
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places
- f. Submission of specifications and contracts

Approved

Your Single Source Service Provider |



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

December 10, 2022

QUOTE NUMBER: Q2206541

RYAN ALDREN

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

KRIS FENTON

Deadwood VFW
10 Pine Street
Deadwood, South Dakota
57732

PROJECT LOCATION:

Deadwood VFW
10 Pine Street
Deadwood, SD
57732

Proposal

Subject: Provide and Install 5 ton and 3 ton RTU

Kris Fenton,

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

Inclusions:

- 5 Ton Trane RTU with hailguard and economizer
- 3 Ton Trane RTU with hailguard and economizer
- Gas piping addition for 3 ton and changes for 5 ton
- Removal of old equipment
- Hoisting Equipment
- Duct Changes to tie in units to existing duct
- Labor
- Low Voltage electrical
- Roof supports for new equipment

Exclusions:

High Voltage Changes

Clarifications:

This is a turnkey price for a replacement of the HVAC systems for the dining area as well as the front and bar area.

Price

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

TWENTY EIGHT THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS. . \$28,824.00

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.
- Deposit Required with Contract - 50
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

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,

Ryan Aldren

Location Manager

Rasmussen Mechanical Services

Phone: (605) 343-7800 ex. 4003

Mobile: +1 6054311216

Email: ryan.aldren@rasmecch.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

Krus Fenton
Authorized Signature for: Deadwood VFW

Rasmussen Mechanical Services

14 Feb 23
Date of Acceptance

QUOTE NUMBER: Q2206541

Date of Acceptance