



City Commission Regular Meeting Agenda

Monday, April 15, 2024 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.

At 5:00 p.m., convene as Board of Canvass to review election results, poll book and declare election results as official.

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of April 1, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for April 15, 2024

5. **Items from Citizens on Agenda**

a. Commendation award for Sergeant Jim Olson, on behalf of the Deadwood Police Department and surrounding agencies.

6. **Consent Agenda**

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

a. Permission to hire Tyler Martin as part-time lifeguard at \$16.00 per hour effective April 18, 2024 pending pre-employment screening.

b. Permission to accept resignation of Police Officer Ashley Thompson effective April 11, 2024.

c. Permission to advertise in-house for 5 days and then in official newspaper for one full-time police officer position. (\$26.79 per hour for Certified and \$24.22 for Non-Certified)

d. Permission to extend up to 23 hours of vacation time for Patricia Brown until May 31, 2024.

e. Confirm Mayor's appointment of Michael Runge to the Deadwood History, Inc. Board of Directors for three-year term from June 1, 2024 to May 31, 2027 as a representative of the Deadwood Historic Preservation Commission.

- f. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deed for Jeremiah and Faith Chasteen.
- g. Permission to approve recommendation from Parking & Transportation Committee to allow free ridership on City trolleys during Kool Deadwood Nites (Wednesday, August 21, 2024 through Sunday, August 25, 2024). Acknowledge \$20,000.00 of contributions (BID 8 - \$10,000 and BID 1-6 - \$10,000.00) to the City from sponsors to offset Trolley revenue for event.
- h. Allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Thursday, August 1 through Wednesday, October 30, 2024 pending proof of insurance.
- i. Allow use of public property at the Event Complex on Thursday, September 19 through Saturday, September 21, 2024 for Black Hills Jeep Jamboree. Fees and Deposit have been received.
- j. Allow use of public property at the Event Complex for Trunk or Treat from 3:00 p.m. to 5:00 p.m. on Saturday, October 26, 2024.
- k. Permission for Mayor to sign contract with High Point Siteworks for the White Rocks trail system project in the amount of \$24,160.00. (To be paid by BID 8.)
- l. Permission for Mayor to sign contract with K4 Trails for the Fuller Brothers Trail System project in the amount of \$90,475.00.
- m. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, June 7 and Saturday, June 8, 2024 for PBR Event. No public hearing necessary since license is on publicly owned property.
- n. Permission for Mayor to sign Verizon Connect Services agreement to update vehicle tracking subscription for five trolleys.
- o. Permission to purchase 5500 gallons of non-ethanol gas at \$3.15 per gallon from Southside Oil. (To be paid out of the Streets supplies budget.)
- p. Permission to purchase 5500 gallons of diesel at \$3.57 per gallon from Southside Oil. (To be paid by Streets Supplies budget.)
- q. Permission to approve two (2) 2024 Livery Applications for Deadwood Alive Inc. per recommendation by Parking and Transportation Committee.
- r. Acknowledge receipt of Deadwood Public Library 2023 annual survey which has been submitted to the SD State Library.

7. **Bid Items**

- a. Results of bid opening on March 28, 2024 at 2:00 p.m. for the White Rocks Trail System project. AusCar X - \$53,660.00; Benchmark Trails - \$44,038.44; Highpoint Siteworks - \$24,160.00; K4 Trails - \$34,254.00. Continued from April 1, 2024.
- b. Results of bid opening on April 10, 2024 for Phase 1A and 1B Whitewood Creek Restoration (FEMA Project.) Complete Concrete - Base Bid Site 1A - \$449,300.00; Base Bid Site 1B - \$1,192,123.00; Base Bid Overall - \$1,641,423.00; Bid Alternate #1 - \$131,000.00; RCS Construction - Base Bid Site 1A- \$934,355.00; Base Bid Site

1B - \$1,897,334.00; Base Bid Overall - \$2,831,689.00; Bid Alternate #1 - \$154,235.00.

- c. Results of bid opening on April 10, 2024 at 2:00 p.m. for Elevator Modernization/Cab-Entrance Replacement. KONE, Inc. - \$538,000.00.
- d. Permission to advertise and set bid opening for Welcome Center Trail (aka Boardwalk) for 2:00 p.m. on May 14, 2024 with results to the City Commission on May 20, 2024.

8. **Public Hearings**

- a. Hold public hearing for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 2, 2024.
- b. Hold public hearing for PBR Event: open container from noon to 10:00 p.m. on Friday, June 7 and Saturday, June 8, fireworks display at 6:00 p.m. each day and waiver of user fees Monday, June 3 through Sunday, June 9, 2024 each day at the Event Complex.
- c. Hold public hearing for NAJA Shriners Circus Event: waiver of user fees at Event Complex on Friday, June 21 and Saturday, June 22, 2024.
- d. Hold public hearing for Weekend Freedom Concerts: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, July 5, and noon to 10:00 p.m. on Saturday, July 6; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024; and closure of Siever Street (if needed) from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024.
- e. 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 26 and from 9:30 a.m. until parade ends on Saturday, July 27; open container Thursday, July 18 through Monday July 29 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 21 through Saturday, July 27 from 8:00 a.m. to 10:00 p.m. daily and waiver of user fees Wednesday, July 17 through Monday, July 27 at the Event Complex; use of Welcome Center Lot Monday, July 22 through Thursday, July 25, 2024. Spaces will be open for the Chamber staff and the 18 spots in the northeast side of the lot would not be utilized.
- f. Hold public hearing for Harley Davidson Rally Outlaw Square Activation: open container in Zone 4, Outlaw Square only from 10:00 a.m. to 10:00 p.m. on the following days: Saturday, August 3, Sunday, August 4, Tuesday, August 6, Wednesday, August 7, Thursday, August 8 and Saturday, August 10; open container in Zone 4, Outlaw Square only from 3:00 p.m. to 10:00 p.m. on the following days: Monday, August 5 and Friday, August 9, 2024.
- g. Hold public hearing for Mustang Rally Event: 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 29, 2024.

- [h.](#) Hold public hearing for Deadwood Jam Event: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 12 to 3:00 a.m. on Sunday, September 15; street closure on Siever Street from 6:00 a.m. to 10:00 p.m. each day on Friday, September 13 and Saturday, September 14 if needed; open container in Zones 1 and 2 on Friday, September 13 from 5:00 p.m. to 10:00 p.m. and Saturday, September 14 from noon to 10:00 p.m.; waiver of banner and vending fees Friday, September 13 and Saturday, September 14, 2024.
- [i.](#) Hold public hearing for Oktoberfest events: open container in zones 1 and 2 Friday, October 4 from 5:00 to 10:00 p.m. and Saturday, October 5 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 5, 2024.
- [j.](#) Hold public hearing for Wild West Songwriters Festival Events: open container in zones 1 and 2 on Thursday, October 17 and Friday, October 18 from 5:00 to 10:00 p.m., and Saturday, October 19, 2024 from noon to 10:00 p.m.
- [k.](#) Hold public hearing for Deadweird Events: open container in zones 1 and 2 Friday, October 25 from 5:00 p.m. to 10:00 p.m. and Saturday, October 26 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 4:00 p.m. Saturday, October 26 to 6:00 a.m. Sunday, October 27, 2024.
- l. Set Public Hearing on May 6 for Convention Center (on-sale) Liquor (CL-0510), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-21329) and Retail (on-off sale) Wine and Cider (RW-21330) License transfers from ZCN, LLC to SGMSD, LLC dba Deadwood Mountain Resort.

9. **Old Business**

10. **New Business**

- [a.](#) Resolution 2024-09 Interfund Cash Transfers for 2024
- [b.](#) Resolution 2024-10 Declare Surplus Property.
- [c.](#) Permission to approve Construction Change Order No. 4 with RCS Construction for the Whitewood Creek Restoration (FEMA) project in the amount of \$28,849.74 for changes from utility companies and Envirolok wall required by FEMA.
- [d.](#) Permission to approve the purchase of 85 Charles Street from Dennis and Brenda Sabo in the amount of \$75,000. (To be paid by HP reserves.) Allow Historic Preservation Officer to sign documents and direct staff to prepare a scope of work to restore the exterior.

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

12. **Executive Session**

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

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>
Meeting ID: 605 578 2082
Password: 1876
One tap mobile: 669-900-9128

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

REGULAR MEETING, APRIL 1, 2024

The Regular Session of the Deadwood City Commission convened on Monday, April 1, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Gary Todd. Commissioner Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Todd moved, Martinisko seconded to approve the minutes of March 18, 2024. Roll Call: Aye-All. Motion carried.

MARCH 2024 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$23,612.07; PUBLIC BUILDINGS, \$7,453.76; POLICE, \$80,151.26; FIRE, \$5,865.20; BUILDING INSPECTION, \$5,138.80; STREETS, \$33,835.75; PARKS, \$30,146.19; PLANNING & ZONING, \$3,803.70; LIBRARY, \$9,048.82; RECREATION CENTER, \$19,886.38; HISTORIC PRESERVATION, \$22,422.08; WATER, \$18,869.96; PARKING METER, \$17,126.51; TROLLEY, \$17,149.10; PARKING RAMP, \$3,222.40 **PAYROLL TOTAL: \$301,424.26.**

MARCH 2024 PAYROLL PAYMENTS:

Internal Revenue Service, \$70,248.11; S.D. Retirement System, \$35,225.98; Delta Dental, \$3,684.50.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the April 1, 2024 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	628.91
A & B WELDING	SUUPPLIES	138.65
A-1 MECHANICAL	SERVICE	1,629.00
ACE HARDWARE	SUPPLIES	377.52
AMAZON CAPITAL	SUPPLIES	1,161.29
AMERICAN ASSN. FOR STATE	MEMBERSHIP	118.00
AMERICAN ENGINEERING TESTING	PROJECT	3,130.00
AMERICAN LEGION EMBLEM SAL	SUPPLIES	486.95
AMERICAN RED CROSS TRAINING	SUPPLIES	184.00
BICKLE'S TRUCK & DIESEL	SUPPLIES	31.97
BH CHEMICAL	SUPPLIES	2,150.47
BH LIBRARY	SERVICE	2.99
BLUEPEAK	SERVICE	4,217.31
BOMGAARS	SUPPLIES	139.99
CHAINSAW CENTER	SUPPLIES	774.69
CUSTER COUNTY HISTORICAL	DONATION	2,500.00
DALKE, BENJAMIN	REIMBURSEMENT	113.99
DEADWOOD ALIVE	MARCH	10,000.00
DEADWOOD CHAMBER	BID #8	87,541.32
DEADWOOD CHAMBER - OUTLAW	BID #9	50,000.00
DEADWOOD ELECTRIC	SERVICE	780.88
DVFD	REIMBURSEMENT	200.00
FIRST NET	SERVICE	240.24
HAWKINS	SUPPLIES	950.88
HEIMAN	SERVICE	1,222.51
INTERSTATE BATTERY	SUPPLIES	219.00
JACOBS WELDING	SERVICE	627.60
JANKE AND SONS TRUCKING	SERVICE	1,625.00
JUSTICE FIRE & SAFETY	SERVICE	456.00
KNECHT	SUPPLIES	26.36
LAWRENCE CO. REGISTER	SERVICE	30.00
LAWSON PRODUCTS	SUPPLIES	272.18
LEAD-DEADWOOD BASEBALL	SPONSORSHIP	250.00
LEGENDARY ELECTRIC	SERVICE	1,831.63
LIBBY PRODUCTIONS	SPONSORSHIP	36,000.00
LYNN'S	SUPPLIES	89.66
MARCO	CONTRACT	500.00
MENARD'S	SUPPLIES	307.46
METERING & TECHNOLOGY	SUPPLIES	3,543.23
MIDWEST TAPE	SUPPLIES	128.93
MDU	SERVICE	7,597.30
MS MAIL	SERVICE	185.81
MUTUAL OF OMAHA	INSURANCE	346.79
NATIONWIDE TRANSPORT	SHIPPING	10,995.00
ONSITE FIRST AID	SUPPLIES	700.84
OTIS ELEVATOR	SERVICE	162.69
PAPOUSEK, SONYA	REIMBURSEMENT	60.61
PAWLUS, CRYSTAL	REIMBRUSEMENT	20.40
RASMUSSEN MECHANICAL	SERVICE	6,489.82
RCS CONSTRUCTION	PAY APP #6	835,324.24
S AND C CLEANERS	CLEANING	8,472.00
SCHMIDT, WILLIAM	PROJECT	2,255.00
SCHNERINGER, CINDY	SERVICE	700.00
SCOTT PETERSON MOTORS	SUPPLIES	258.88
SD DEPT. OF REVENUE	LICENSE	150.00

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SD POLICE CHIEFS' ASSOC	CONFERENCE	295.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD SCHOOL OF MINES	WORKSHOP	550.00
SERVALL	SUPPLIES	1,672.45
SODAK TITLE	SERVICE	120.00
SOUTHSIDE SERVICE	SERVICE	621.82
STAN HOUSTON EQUIP	SUPPLIES	219.50
STURDEVANT'S	SUPPLIES	4,216.94
SUMMIT FIRE PROTECTION	SERVICE	297.00
TALLGRASS LANDSCAPE	SERVICE	390.00
TECHNOLOGY	CAMERAS	10,052.84
THE LIBRARY STORE	SUPPLIES	874.55
THE MIGHTY BOWTONES	SUBSCRIPTION	30.00
TOLAR, JESSICA	COURIER	13.15
TRAFFIC LOGIX	SERVICE	1,500.00
TRANSSUPPLY	SUPPLIES	469.75
TWIN CITY HARDWARE	SUPPLIES	2,311.92
TWO BIT ORIGINALS	SUPPLIES	1,424.00
USA BLUEBOOK	SUPPLIES	126.67
VERIZON WIRELESS	SERVICE	708.46
VIEHAUSER ENTERPRISES	SERVICE	115.00
VIGILANT BUSINESS	SERVICE	117.25
WESTERN COMMUNICATIONS	SUPPLIES	450.00
WESTERN LEGACY FOUNDATION	BID #8 SPONSOR	25,000.00
WILD WEST HISTORY ASSOC	SERVICE	227.00

Total \$1,140,181.29

ITEMS FROM CITIZENS ON AGENDA**Years of Service**

Fire Chief Hamann presented certificate to Trent Mohr for 40 years of service as a volunteer firefighter. Commission thanked him for his years of service.

Proclamations

The Mayor read a proclamation declaring April 7 through April 13, 2024 as National Library Week in Deadwood.

The Mayor read a proclamation declaring Friday, April 19, 2024 as Arbor Day in Deadwood.

CONSENT

Martinisko moved Johnson seconded to omit item 6F for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to sign additional engagement letter with Casey Peterson CPA for contracted accounting services. (To be paid by Finance Professional Services.)
- B. Permission to sign engagement letters with Ketel Thorstenson, LLP for 2021 and 2022 auditing services. (To be paid by Finance Professional Services.)
- C. Permission to pay \$5,000.00 to the Days of '76 Museum for sponsorship of 2024 Days of '76 Lakota Experience. (To be split from Historic Preservation Public Ed and Bed/Booze line items.)
- D. Permission to enter into contract with Robert Bozell for Four Points Hotel Faunal Analysis Project at a cost not to exceed \$3,500.00. (To be paid from HP Archaeological line item.)
- E. Permission for the Mayor to sign temporary construction and permanent drainage easement with Steven R. Jobman and Sherry A. Jobman, Trustees Jobman Living Trust at 3 Ryan Road, Deadwood for FEMA project.
- F. Removed for separate consideration in New Business.
- G. Allow use of public property at the Event Complex for Lead Deadwood Youth Soccer Monday, March 25 through Thursday, May 30, 2024.
- H. Permission to purchase one pallet of Chemguard Direct Attack Foam from Pennington County Fire Administration in an amount not to exceed \$2,745.60. (To be paid by Fire Dept. supply budget.)

REGULAR MEETING, APRIL 1, 2024**BID ITEMS****Results**

Mayor Ruth Jr. stated 4 bids were received for the Fuller Brothers Trail System project on March 28, 2024 at 2:00 as advertised.

AusCar X - \$186,350.00
 Benchmark Trails - \$147,487.82
 Highpoint Siteworks - \$180,950.00
 K4 Trails - \$90,475.00

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project and recommends approval to low bidder K4 Trails. Martinisko moved, Johnson seconded to award bid to K4 Trails in an amount of \$90,475.00 for Fuller Brothers Trail System Project. Roll Call: Aye-All. Motion carried.

Results

Mayor Ruth Jr. stated 4 bids were received for the White Rocks Trail System project on March 28, 2024 at 2:00 as advertised.

AusCar X - \$53,660.00
 Benchmark Trails - \$44,038.44
 Highpoint Siteworks - \$24,160.00
 K4 Trails - \$34,254.00

Kuchenbecker spoke about the project and asked to continue for review. Martinisko moved, Johnson seconded to continue bid opening for White Rocks Trail System Project. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Transfer**

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. Olivia Snedeker, Pony Hills LLC, was present to answer questions. Hearing closed. Johnson moved, Martinisko seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for Pony Hills LLC dba The Venue at Deadwood at 250 US Hwy 14A. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Martinisko seconded to set public hearing on April 15 for Mickelson Trail Post Race Party. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on April 15 for PBR Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on April 15 for NAJA Shriners Circus Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to set public hearing on April 15 for Weekend Freedom Concerts. Roll Call: Aye-All. Motion carried.

Johnson moved, Todd seconded to set public hearing on April 15 for Days of '76 Events. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to set public hearing on April 15 for Harley Davidson Rally Outlaw Square Activation. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on April 15 for Mustang Rally Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on April 15 for Deadwood Jam Event. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 1, 2024Set

Todd moved, Martinisko seconded to set public hearing on April 15 for Oktoberfest event. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on April 15 for Wild West Songwriters Festival Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to set public hearing on April 15 for Deadweird Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESSParking

Discussion was held concerning parking. Martinisko moved, Johnson seconded to allow Mr. Wu's to lease twelve Main Street parking spaces August 20-24, 2024 for \$700.00. Recommendation from Parking and Transportation Committee. Roll Call: Aye-All. Motion carried.

Permit

Kuchenbecker spoke about the permit. Discussion was held concerning care of property. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve the Conditional Use Permit - Vacation Home Establishment - 81 Charles Street - Lorann Berg (on behalf of BNS Properties, LLC) with the following conditions: The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void, Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files, Inspection by the City of Deadwood Building to ensure the building meets all building codes, City water and sewer rates to be changed from residential to commercial rates, Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes, City of Deadwood Business License, Obtain Lodging License after inspection from the South Dakota Department of Health, Two designated parking spots are to be clearly marked with the use of painted stripes, Signs are to be hung specifying where guests are to park and Compliance with all city ordinances must be met. Legally described as Lot 7 in Block 74 of the Original Town of Deadwood, Lawrence County, South Dakota, as shown on the P.L. Rogers map of the Town of Deadwood. Roll Call: Aye-All. Motion carried.

Purchase

Public Works Director Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase/install eight Verkada cameras and one Verkada viewing station at the Deadwood Recreation Center from Technology Inc. at a cost not to exceed \$17,499.81. (To be paid from Parking and Transportation, Historic Preservation and Rec Center equipment budgets.) Roll Call: Aye-All. Motion carried.

Purchase

Stalder spoke about the purchase. Martinisko moved, Todd seconded to purchase two DVR camera recorders with installation from Gene's Lock Shop at a cost not to exceed \$3,074.92 for '76 Museum and Outlaw Square. (To be paid by Public Buildings equipment line item.) Roll Call: Aye-All. Motion carried.

Purchase

Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase a Craco HD Linedriver for striping parking lots and residential areas from Diamond Vogel at a cost not to exceed \$8,582.86. Cost will be split from the Parking and Transportation and Streets budget. Roll Call: Aye-All. Motion carried.

Hire

Stalder spoke about the hire. Martinisko moved, Johnson seconded to hire Interstate Engineering to inspect the Charles Street bridge, McKinley Street bridge, and the 76 Drive bridge at a cost not to exceed \$12,500.00. These are SDDOT required inspections and is cost shared at an 80% State/20% municipality split. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 1, 2024

Purchase

Parks, Recreation & Events Director Adler spoke about the purchase. Martinisko moved, Johnson seconded to purchase 22' long X 15' wide shade canopy for baseball fields from Black Hills Tent and Awning, and repair existing canopy in total amount not to exceed \$3,779.59. (To be paid from Parks budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Reminder Election Day is April 9, 2024 from 7:00 a.m. to 7:00 p.m. You can early vote at the Finance Office Monday through Friday 8:00 a.m. and 5:00 p.m.

Mayor Ruth Jr. requested Executive Session for personnel matters per SDCL 1-25(1) with possible action.

ADJOURNMENT

Todd moved, Martinisko seconded to adjourn the regular session at 5:44 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, April 15, 2024 at 5:00 p.m.

After coming out of executive session at 5:48 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST: _____ DATE: _____

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

Published once at the total approximate cost of _____

PACKET: 06581 COMBINED - 4/16/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSION
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-#845 - 2024	101-4111-423	PUBLISHING NOTICE TO BID-FULLER BROS.TRAI	000000	22.71
		I-#846 - 2024	101-4111-423	PUBLISHING NOTICE TO BID-WHITE ROCKS TRAI	000000	22.71
		I-#848 - 2024	101-4111-423	PUBLISHING MINUTES - 2/20/24	000000	217.47
		I-#849 - 2024	101-4111-423	PUBLISHING NOH - FARMERS MARKET	000000	13.59
		I-#850 - 2024	101-4111-423	PUBLISHING NOH - BLACK HILLS REDEMPTION	000000	12.13
		I-#851 - 2024	101-4111-423	PUBLISHING NOH - MONSTERS OF DESTRUCTION	000000	15.04
		I-#852 - 2024	101-4111-423	PUBLISHING NOH - JULY 4TH PARADE	000000	12.62
		I-#853 - 2024	101-4111-423	PUBLISHING NOH - WO MTRSPORTS/MOTOCROSS	000000	16.01
		I-#854 - 2024	101-4111-423	PUBLISHING NOH - MEDICINE WHEEL RIDERS	000000	12.13
		I-#855 - 2024	101-4111-423	PUBLISHING NOH -BIKE PARKING,LEGENDS RIDE	000000	16.50
		I-#856 - 2024	101-4111-423	PUBLISHING NOH - RUSTY WALLACE RIDE	000000	13.59
		I-#857 - 2024	101-4111-423	PUBLISHING ORD #1395 - SUPPLMNTL BUDG #2	000000	13.59
		I-#858 - 2024	101-4111-423	PUBLISHING NOH -TRSF BEV LIC/GLD CTRY INN	000000	14.07
		I-#859 - 2024	101-4111-423	PUBLISHING NOTICE OF MTG-LOCAL REVIEW BRD	000000	18.34
		I-#957 - 2024	101-4111-423	PUBLISHING MINUTES - 3/4/2024	000000	185.86
01-4625	FIB CREDIT CARDS					
		I-03/31/24 PUB BLDGS	101-4111-426	SUPPLIES GOVERNMENT DAY GOODIES/COMM	000000	42.00
				DEPARTMENT 111 COMMISSION	TOTAL:	648.36
		I-FINANCECCD3/31/24	101-4130-426	SUPPLIES POSTAGE-BALLOTS/ELECTION	000000	10.12
01-5067	ANDERSON, GERTRUDE					
		I-04/10/24	101-4130-422	PROFESSIONAL ELECTION BOARD/ELECTION SCHOOL	000000	200.00
01-5223	PFARR, JOYCE					
		I-04/10/24	101-4130-422	PROFESSIONAL ELECTION BOARD/ELECTION SCHOOL	000000	200.00
01-5224	PETERSON, TERESA					
		I-04/10/24	101-4130-422	PROFESSIONAL ELEC.SUPERINTEND/ELEC.SCHOOL	000000	224.00
				DEPARTMENT 130 ELECTIONS	TOTAL:	634.12
01-2394	GUNDERSON, PALMER, NELS					
		I-131858	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,418.00
				DEPARTMENT 141 ATTORNEY	TOTAL:	2,418.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-0800	MORRISON, RONDA					
		I-010	101-4142-422	PROFESSIONAL MAR'24 CONTRACT SERVICES	000000	1,760.00
				DEPARTMENT 142 FINANCE	TOTAL:	4,846.71

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/28/24	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.71
		I-POWER 03/28/24	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	58.48
		I-POWER 03/28/24	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 03/28/24	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.70
		I-POWER 03/28/24	101-4192-428	UTILITIES 1 MILLER ST	000000	0.00
		I-POWER 03/28/24	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	350.30
		I-POWER 03/28/24	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	213.06
		I-POWER 03/28/24	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	29.41
		I-POWER 03/28/24	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	18.95
		I-POWER 03/28/24	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	514.04
		I-POWER 03/28/24	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 03/28/24	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	76.20
		I-POWER 03/28/24	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,633.63
		I-POWER 03/28/24	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	29.55
		I-POWER 03/28/24	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,420.05
		I-POWER 03/28/24	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	65.52
		I-POWER 03/28/24	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	857.48
		I-POWER 03/28/24	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	268.05
		I-POWER 03/28/24	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	56.29
		I-POWER 03/28/24	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	28.08
		I-POWER 03/28/24	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	84.87
		I-POWER 03/28/24	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	112.05
		I-POWER 03/28/24	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	322.58
		I-POWER 03/28/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,046.68
		I-POWER 03/28/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 03/28/24	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.82
		I-POWER 03/28/24	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	668.09
		I-POWER 03/28/24	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	362.12
		I-POWER 03/28/24	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	29.41
		I-POWER 03/28/24	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.32
		I-POWER 03/28/24	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 03/28/24	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	110.88
		I-POWER 03/28/24	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	123.36
		I-POWER 03/28/24	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	230.54
		I-POWER 03/28/24	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	59.73
		I-POWER 03/28/24	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	34.09
		I-POWER 03/28/24	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	29.04
		I-POWER 03/28/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	54.10
		I-POWER 03/28/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	360.44
		I-POWER 03/28/24	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	61.87
		I-POWER 03/28/24	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	62.49
		I-POWER 03/28/24	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	216.19
		I-POWER 03/28/24	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	436.04
		I-POWER 03/28/24	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,219.74
		I-POWER 03/28/24	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	46.13
		I-POWER 03/28/24	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	15.00
		I-POWER 03/28/24	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	26.18
		I-POWER 03/28/24	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	34.81

PACKET: 06581 COMBINED - 4/16/24

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 03/28/24	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.10
		I-POWER 03/28/24	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	95.23
		I-POWER 03/28/24	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	28.71
		I-POWER 03/28/24	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	291.29
		I-POWER 03/28/24	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	30.13
		I-POWER 03/28/24	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,336.39
		I-POWER 03/28/24	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	105.56
		I-POWER 03/28/24	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	358.90
		I-POWER 03/28/24	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	43.88
		I-POWER 03/28/24	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	195.77
		I-POWER 03/28/24	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	69.03
		I-POWER 03/28/24	101-4192-428	UTILITIES 5 SIEVER ST	000000	639.69
		I-POWER 03/28/24	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	38.81
		I-POWER 03/28/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	466.32
		I-POWER 03/28/24	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	80.38
		I-POWER 03/28/24	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	984.27
		I-POWER 03/28/24	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	23.39
		I-POWER 03/28/24	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.20
		I-POWER 03/28/24	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.87
		I-POWER 03/28/24	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 03/28/24	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	68.15
		I-POWER 03/28/24	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	456.53
		I-POWER 03/28/24	101-4192-428	UTILITIES 610 BROADWAY ST	000000	99.55
		I-POWER 03/28/24	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	711.16
		I-POWER 03/28/24	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	32.44
		I-POWER 03/28/24	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	808.83
		I-POWER 03/28/24	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,490.04
		I-POWER 03/28/24	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	33.48
		I-POWER 03/28/24	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	38.82
		I-POWER 03/28/24	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	78.73
		I-POWER 03/28/24	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	736.98
		I-POWER 03/28/24	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	656.16
		I-POWER 03/28/24	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	111.97
		I-POWER 03/28/24	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.59
		I-POWER 03/28/24	101-4192-428	UTILITIES 767 MAIN ST	000000	21.15
		I-POWER 03/28/24	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	21.18
		I-POWER 03/28/24	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	21.26
		I-POWER 03/28/24	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.18
		I-POWER 03/28/24	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.10
		I-POWER 03/28/24	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	745.32-
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-0436	BLACK HILLS WINDOW CLEA					
		I-127134	101-4192-422-04	PROFESSIONAL MARCH 14 CLEANING/CITY HALL	000000	605.00
		I-127134	101-4192-422-24	PROFESSIONAL MARCH 14 CLEANING/OUTLAW	000000	84.00
		I-127135	101-4192-422-17	PROFESSIONAL- MARCH 15 WINDOW CLEANING/DAYS	000000	242.00

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-03/30/24	CONSUMPT 101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	42.40
		I-03/30/24	CONSUMPT 101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-03/30/24	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	0.00
		I-03/30/24	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-03/30/24	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	52.96
		I-03/30/24	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	45.43
		I-03/30/24	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	276.76
		I-03/30/24	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	31.26
		I-03/30/24	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
		I-03/30/24	CONSUMPT 101-4192-428-22	UTILITIES - M MT MORIAH GIFT SHOP	000000	75.80
01-1502	BLACK HILLS CHEMICAL					
		I-266965	101-4192-426	SUPPLIES KITCHEN TOWEL-TP-NATUR TWL/PB	000000	533.30
01-2645	HAWKINS INC					
		I-6719905	101-4192-425-13	REPAIRS - REC 9600 LBS OF SAND/REC CENTER	000000	3,456.00
		I-6719905A	101-4192-425-13	REPAIRS - REC FREIGHT FOR SAND DELIVERY/REC	000000	59.00
01-3151	KONE CHICAGO					
		I-871322446	101-4192-422-17	PROFESSIONAL- MARCH ELEV MAINT/DAYS MUS	000000	192.96
01-3685	BLACK HILLS SECURITY &					
		I-03/18/24	INVOICES 101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R263345	000000	179.85
		I-03/18/24	INVOICES 101-4192-422	PROFESSIONAL W-9696 MM GIFT SHOP / R263356	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER / R263355	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-06	PROFESSIONAL- W-9699 RODEO / R263340	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-06	PROFESSIONAL- W-9700 RODEO / R263341	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-21	PROFESSIONAL W-9701 WELCOME / R263351	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R263319	000000	89.85
		I-03/18/24	INVOICES 101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R263352	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R263350	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R263338	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R263339	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-09	PROFESSIONAL W-2064 HARCC / R263343	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-09	PROFESSIONAL W-2065 HARCC / R263344	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R263320	000000	134.88

PACKET: 06581 COMBINED - 4/16/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	continued				
		I-03/18/24	INVOICES 101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R263318	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R263317	000000	149.85
		I-03/18/24	INVOICES 101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R263353	000000	179.85
		I-03/18/24	INVOICES 101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R263354	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R263346	000000	179.85
		I-03/18/24	INVOICES 101-4192-422-13	PROFESSIONAL W-9697 REC CENTER / R263347	000000	134.85
		I-03/18/24	INVOICES 101-4192-422-13	PROFESSIONAL W-9697 REC CENTER / R263348	000000	149.82
01-3836	MID-AMERICAN RESEARCH C					
		I-0814973-IN	101-4192-426	SUPPLIES VARIOUS CLEANING PRODUCTS/PB	000000	1,274.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-51251	101-4192-422-07	PROFESSIONAL FIRE HALL CLEANERS ACCESS/FIRE	000000	20.00
01-4625	FIB CREDIT CARDS					
		I-03/31/24	PUB BLDGS 101-4192-426-14	SUPPLIES - ST CREDIT - KANOPI-WALMART/STRTS	000000	223.26-
		I-03/31/24	PUB BLDGS 101-4192-426-14	SUPPLIES - ST WALMART-SHARK VACUUM/STRTS	000000	199.00
		I-03/31/24	PUB BLDGS 101-4192-425-21	REPAIRS - WEL DELTA FAUCET PART/WELCOME	000000	67.96
		I-03/31/24	PUB WORKS 101-4192-426-14	SUPPLIES - ST REFRIGERATOR/STRTS, WTR	000000	1,247.83
01-4711	AMAZON CAPITAL SERVICES					
		I-16WM-FTRY-JJMY	101-4192-426	SUPPLIES A19 LED 60 W LIGHT BULBS/PB	000000	43.78
		I-1YV6-F4RG-JJRN	101-4192-426	SUPPLIES JAWBREAKER CANDY/PUB BLDG	000000	39.88
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 42,859.55
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-423024	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,701.48
		I-423511	101-4193-422	PROFESSIONAL WILDCARD SSL CERTIFICATE-1 YR	000000	449.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1RHQ-WRKG-MWNG	101-4193-426	SUPPLIES 2 - VGA CABLES - IT DPT	000000	16.84
01-4946	CIVICPLUS LLC					
		I-294479	101-4193-422	PROFESSIONAL RESOLUTION BOOK	000000	940.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 4,107.32
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,347.88
01-0467	CULLIGAN OF THE BLACK H					
		I-0020458	101-4210-424	RENTALS 15-5 GAL.BTTLD WTR, COOLER RENT	000000	123.00
01-2221	SD DEPT. OF LABOR					
		I-#41155.0-4 3/31/24	101-4210-411	SALARIES 1ST QTR UNEMPL BENEF.-2024	000000	3,084.00

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4083	DEFENSIVE EDGE TRAINING					
		I-4075	101-4210-427	TRAVEL ARMORER CRS REG.FEE/KAISER-PD	000000	550.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-2309	101-4210-422	PROFESSIONAL TESTING	000000	56.50
		I-2376	101-4210-422	PROFESSIONAL TESTING	000000	56.50
		I-2409	101-4210-422	PROFESSIONAL SCREENING	000000	175.50
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD3/31/24	101-4210-427	TRAVEL DAY OF EXCELLENCE SEMINAR/PD	000000	208.50
		I-FINANCECCD3/31/24	101-4210-427	TRAVEL SD NARCOTICS OFFICERS CONF.-PD	000000	200.00
		I-FINANCECCD3/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	60.53
		I-FINANCECCD3/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	45.73
		I-FINANCECCD3/31/24	101-4210-426	SUPPLIES POSTAGE - POLICE	000000	5.25
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL-POLICE/PIERRE TRAINING	000000	38.79
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	50.48
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	26.23
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	34.87
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL-POLICE/PIERRE TRAINING	000000	34.33
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	33.13
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	60.14
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	40.69
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	43.43
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	46.56
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	37.24
		I-POLICECCDS03/31/24	101-4210-427	TRAVEL FUEL - POLICE	000000	49.61
01-5034	STURGIS RESPONDER SUPPL					
		I-3481	101-4210-426	SUPPLIES HEMMING UNIF.PANTS - POLICE	000000	15.00
01-5207	SAFE LIFE DEFENSE					
		I-32345359	101-4210-426	SUPPLIES CONCEALABLE VEST - POLICE	000000	506.52
DEPARTMENT 210 POLICE					TOTAL:	18,930.41
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1410	WESTERN COMMUNICATIONS,					
		I-20107	101-4221-425	REPAIRS MOBILE WIDEBAND/MOUNT-LDDR 5	000000	617.19
01-4317	VIGILANT BUSINESS SOLUT					
		I-2309	101-4221-422	PROFESSIONAL TESTING	000000	89.00
01-4682	ROBITAILLE, PAUL					
		I-03/22/2024	101-4221-425	REPAIRS REIMBS.-WHEEL CNTR CAP/LDDR 5	000000	86.27
		I-ROBIT878-EBAY-3/19	101-4221-425	REPAIRS REIMBS.CLR MARKER LENS-LDDR 5	000000	18.74

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	I-1RHQ-WRKG-MWNG	101-4221-426	SUPPLIES 2 MONITORS,1-VGA CABLE-FIRE DP	000000	148.40
01-5219	KALMIKOV ENTERPRISES, I	I-29335	101-4221-426	SUPPLIES MANUAL FERRARA FLASH DRIVE- FD	000000	387.67
01-5220	PENNINGTON COUNTY FIRE	I-DWD010424	101-4221-426	SUPPLIES CHEMGUARD CLASS A FOAM - F D	000000	2,745.60
01-5221	US DEPT.OF THE INTERIOR	I-TRANS.#5466832	101-4221-426	SUPPLIES TRAINING PUBLICATIONS-FIRE DPT	000000	155.29
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,887.54
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1331	SD MUNICIPAL LEAGUE	I-200000670	101-4232-427	TRAVEL (3) CODE ENFORCE TRAINING/BI	000000	50.00
01-2243	MOHR, TRENT	I-04/09/24	101-4232-427	TRAVEL LUNCH REIMB-SDBOA TRAINING-RC	000000	14.00
01-3951	MCGRATH, RHONDA	I-04/09/24	101-4232-427	TRAVEL LUNCH REIMB-SDBOA TRAINING-RC	000000	14.00
01-4625	FIB CREDIT CARDS	I-03/31/24 PUB BLDGS	101-4232-422	PROFESSIONAL CERTIFIED LETTER/BLDG INSP	000000	9.21
01-5066	LOOKOUT PLAN + CODE CON	I-24027	101-4232-422	PROFESSIONAL PLAN REVIEW 299 WILLIAMS ST/BI	000000	91.20
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 817.79
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,660.71
01-0575	SOUTHSIDE OIL	I-101180	101-4310-426	SUPPLIES 5504 GALLONS FUEL/STREETS	000000	15,080.96
01-0735	CONTRACTOR'S SUPPLY, IN	I-257880	101-4310-425	REPAIRS (10) 50# BAGS HD-50/STREETS	000000	490.00
01-1058	DAKOTA SUPPLY GROUP	I-S103334780.002	101-4310-426	SUPPLIES (36) CMA21-100W-AL-9ACK/STRTS	000000	446.00
		I-S103567032.001	101-4310-425	REPAIRS RAB FXLEDSSF FA 168/132/97/69W	000000	751.61
		I-S103580208.002	101-4310-426	SUPPLIES (40) TYPE RGB LAMPS/STRTS	000000	490.00

4/12/2024 10:57 AM
 PACKET: 06581 COMBINED - 4/16/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1358	STAN HOUSTON EQUIP.CO.I	I-2433662	101-4310-425	REPAIRS (15) BAGS PERMAPATCH/STRTS	000000	329.25
01-1424	SOUTHSIDE SERVICE	I-0061328	101-4310-425	REPAIRS TIRE REPAIR/STREETS	000000	30.00
01-1498	A & J SUPPLY	I-2406	101-4310-425	REPAIRS (2) LASHING RINGS/STREETS	000000	13.98
01-1500	A & B WELDING	I-01088396	101-4310-426	SUPPLIES SUPER GLAZE ALUM WIRE/STRTS	000000	83.27
		I-01089024	101-4310-426	SUPPLIES JACKSON 370 HEADGEAR/STRTS	000000	29.74
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2005607	101-4310-426	SUPPLIES RUBBER-LOWER HONDA/STRTS	000000	65.16
01-2946	SUNSHINE TOWING	I-25373	101-4310-422	PROFESSIONAL TOW 2019 FORD F550 SANDER/STRT	000000	160.00
01-3259	INTERSTATE ENGINEERING	I-53784	101-4310-422-01	TIMM LANE BRI TIMM LN STRUCTURE REPLACEMENT	000000	4,581.86
01-3438	BLACKSTRAP, INC.	I-147513	101-4310-426	SUPPLIES 26.32 TON BLACK MAGIC/STREETS	000000	4,527.04
01-3956	ADAMS SALVAGE RECYCLING	I-3521	101-4310-422	PROFESSIONAL TRUCK-CAR TIRES-ELECTRONICS/ST	000000	58.54
01-4317	VIGILANT BUSINESS SOLUT	I-2309	101-4310-422	PROFESSIONAL TESTING	000000	180.70
01-4625	FIB CREDIT CARDS	I-03/31/24 PUB BLDGS	101-4310-426	SUPPLIES ANGLE ULTRA LOW PROFILE/STRTS	000000	64.35
		I-03/31/24 PUB WORKS	101-4310-425	REPAIRS (3) EOS LED LIGHT ENGINE/STRTS	000000	100.99
01-4687	TREE WISE MEN	I-1138	101-4310-422	PROFESSIONAL TREE REMOVAL SIDEWALK/STRTS	000000	2,400.00
01-4857	VERIZON CONNECT	I-621000054183	101-4310-422	PROFESSIONAL MARCH VEHICLE TRACKING/STRTS	000000	57.20
01-5198	WINZER	I-1937607	101-4310-426	SUPPLIES 29 PC WOLV SET W/METAL/STRTS	000000	234.13
					DEPARTMENT 310 STREETS	TOTAL: 35,835.49
01-4630	SANDER SANITATION SERVI	I-03/31/24 RES GARB	101-4320-422	PROFESSIONAL MARCH RESIDENTIAL GARBAGE	000000	12,834.16
					DEPARTMENT 320 SANITATION	TOTAL: 12,834.16

4/12/2024 10:57 AM
 PACKET: 06581 COMBINED - 4/16/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 370 OAKRIDGE CEMETERY
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-03/31/24 STATEMENT	101-4370-422	PROFESSIONAL ITEM REMOVAL ADS/OAKRIDGE	000000	55.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	55.00
01-0412	AMERICAN ENGINEERING TE					
		I-INV-185992	101-4520-433-05	CIP - WHITEW WHITEWOOD CRK RESTORATION	000000	1,785.00
01-0418	BLACK HILLS PIONEER					
		I-#883 - 2024	101-4520-433-05	CIP - WHITEW NOTICE TO BID - WHITEWOOD CRK	000000	33.19
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,324.54
01-0467	CULLIGAN OF THE BLACK H					
		I-0020582	101-4520-422	PROFESSIONAL (4) 5 GALL BOTTLE WATER/PARKS	000000	43.80
01-0776	ALBERTSON ENGINEERING,					
		I-20227	101-4520-433-05	CIP - WHITEW WATER STREET BRIDGE DESIGN	000000	1,409.85
		I-20232	101-4520-433-05	CIP - WHITEW WHITEWD CRK ADD SVCS ADDEN #3	000000	4,022.34
		I-20243	101-4520-433-05	CIP - WHITEW PROJECT 1-CREEK RESTORATION	000000	2,071.72
		I-20244	101-4520-433-05	CIP - WHITEW PROJECT 2A-CREEK RESTOR/PWRHSE	000000	915.30
		I-20245	101-4520-433-05	CIP - WHITEW PROJECT 2B-CREEK RESTOR/PWRHSE	000000	1,796.73
		I-20246	101-4520-433-05	CIP - WHITEW WHITEWOOD CRK ADDENDUM #4	000000	1,522.20
		I-20255	101-4520-433-05	CIP - WHITEW WHITEWOOD CRK ADDENDUM #5	000000	715.00
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0040141	101-4520-426	SUPPLIES (20) GRANULAR FERTILIZER/PARKS	000000	661.50
01-1788	BLACK HILLS TENT & AWNI					
		I-6570	101-4520-433	IMPROVEMENTS SHADE CANOPY FOR FIELDS/PARKS	000000	3,779.55
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2005628	101-4520-424	RENTALS STUMP GRINDER RENTAL/PARKS	000000	225.00
01-2405	NELSON, GREG					
		I-100	101-4520-422	PROFESSIONAL (4) HRS CONSULTING FEES/PARKS	000000	483.64
01-3977	ACE HARDWARE OF LEAD					
		C-036831	101-4520-425	REPAIRS SPLYFCT3/PARKS	000000	17.98-
		I-036827	101-4520-425	REPAIRS KITCHEN FCT-SPLYFCT3/PARKS	000000	76.47
		I-036832	101-4520-425	REPAIRS ADAPTER-HOSE-FAUCET/PARKS	000000	38.66
01-4625	FIB CREDIT CARDS					
		I-03/31/24 PUB BLDGS	101-4520-425	REPAIRS SPRAYER REPAIRS/PARKS	000000	169.92
01-4687	TREE WISE MEN					
		I-1137	101-4520-422	PROFESSIONAL TREE REMOVAL MCGOVERN/PARKS	000000	2,400.00

PACKET: 06581 COMBINED - 4/16/24
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
01-4711	AMAZON CAPITAL SERVICES	I-1YV6-F4RG-JJRN	101-4520-426	SUPPLIES RETRACT HOSE RELL-LOG BOOK/PAR	000000	230.96
01-4857	VERIZON CONNECT	I-621000054183	101-4520-422	PROFESSIONAL MARCH VEHICLE TRACKING/PARKS	000000	57.20
				DEPARTMENT 520 PARKS	TOTAL:	27,744.59
01-0418	BLACK HILLS PIONEER	I-#844 - 2024	101-4640-423	PUBLISHING NOH - CUP/81 CHARLES/BERG	000000	26.21
		I-#930 - 2024	101-4640-423	PUBLISHING NOH - BRD OF ADJSTMT	000000	30.09
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-4625	FIB CREDIT CARDS	I-033124	101-4640-422	PROFESSIONAL SUBSCRIPTION, COPIES, GIS CONF	000000	62.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	757.68
				FUND 101 GENERAL FUND	TOTAL:	157,376.72

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1557	DEMCO, INC.	I-7457544	206-4550-426	SUPPLIES PROCESSING SUPPLIES - LIBRARY	000000	140.08
01-1562	MIDWEST TAPE, LLC	I-505256548	206-4550-424	PROGRAMMING DIGITAL SERVICES - LIBRARY	000000	118.07
01-4711	AMAZON CAPITAL SERVICES	I-1LQY-NM4V-J7WD	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	224.84
		I-1LQY-NM4V-J7WD	206-4550-424	PROGRAMMING CHILDREN'S SNACKS- LIBRARY	000000	21.47
		I-1LQY-NM4V-J7WD	206-4550-426	SUPPLIES ART SUPPLIES - LIBRARY	000000	98.87
					DEPARTMENT 550 LIBRARY	TOTAL: 1,242.71
					FUND 206 LIBRARY FUND	TOTAL: 1,242.71

PACKET: 06581 COMBINED - 4/16/24
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-03/31/24	STATEMENT 209-4510-423	PUBLISHING EASTER EGG HUNT ADS/REC CENTER	000000	185.60
		I-033124	209-4510-423	PUBLISHING ADS BY KIDS SPECIAL EDITION/RE	000000	110.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	959.07
01-0545	LYNN'S DAKOTA MART					
		I-001000030747	209-4510-426	SUPPLIES (2) FOLGERS CLASSIC COFFEE/REC	000000	22.97
01-1827	MS MAIL					
		I-14481	209-4510-426	SUPPLIES PARKING PASSES/REC CENTER	000000	25.00
01-3151	KONE CHICAGO					
		I-871322445	209-4510-422	PROFESSIONAL MARCH ELEV MAINT/REC CENTER	000000	185.53
01-3836	MID-AMERICAN RESEARCH C					
		I-0814975-IN	209-4510-426	SUPPLIES ORG FLOOR CLNR-DISINF-REMOV/RE	000000	402.15
01-4317	VIGILANT BUSINESS SOLUT					
		I-2309	209-4510-422	PROFESSIONAL TESTING	000000	54.00
		I-2376	209-4510-422	PROFESSIONAL TESTING	000000	172.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD3/31/24	209-4510-426	SUPPLIES CLEANING SUPPLIES/REC CNTR	000000	44.46
01-4711	AMAZON CAPITAL SERVICES					
		I-11NK-9NWT-NK6L	209-4510-426	SUPPLIES (2) 7 OZ PAPER CUPS/REC CENTER	000000	55.98
DEPARTMENT 510 REC CENTER						TOTAL: 2,216.76
01-3174	DAYS OF '76 MUSEUM					
		I- 04/01/2024	209-4980-429	OTHER DAYS'76 EXPER/NATV AMER PERFRM	000000	2,500.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD3/31/24	209-4980-429	OTHER CANDY-EASTER EGG HUNT/REC CNTR	000000	59.90
		I-FINANCECCD3/31/24	209-4980-429	OTHER EASTER EGG HUNT SUPPLIES - REC	000000	197.59
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 2,757.49
FUND 209 BED & BOOZE FUND						TOTAL: 4,974.25

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0951	DEADWOOD ALIVE						
		I-1300.24	215-4572-235	VISITOR MGMT APRIL 2024	000000	20,000.00	
01-3174	DAYS OF '76 MUSEUM						
		I- 04/01/2024	215-4572-235	VISITOR MGMT DAYS'76 EXPER/NATV AM PERF-HP	000000	2,500.00	
01-4625	FIB CREDIT CARDS						
		I-FINANCECCD3/31/24	215-4572-235	VISITOR MGMT PUBLIC ED MTG-C/C,DHI,SD TRISM	000000	200.00	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	22,700.00
01-3314	CENTURY BUSINESS PRODUC						
		I-726708	215-4573-335	HIST. INTERP. KYOCERA/3051CI ARCHIVES	000000	22.75	
01-3558	DEADWOOD HISTORY, INC.						
		I-04/08/24	215-4573-375	HIST. INTERP. DAYS OF'76 MUSEUM '24 ALLOCATI	000000	110,000.00	
01-4625	FIB CREDIT CARDS						
		I-033124	215-4573-325	HIST. INTERP. SUBSCRIPTION, COPIES, GIS CONF	000000	330.99	
		I-FINANCECCD3/31/24	215-4573-325	HIST. INTERP. REG OF DEEDS/HAVERBERG FILING	000000	32.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	110,385.74
01-0563	RCS CONSTRUCTION						
		I-33.5JACKSONPAYAPP1	215-4575-515	GRANT/LOAN RE 33.5 JACKSON RETAINING WALL	000000	76,320.00	
01-3883	FRANKLIN BRONZE PLAQUES						
		I-35017	215-4575-520	GRANT/LOAN PR HARDWARE TO MOUNT PLAQUES	000000	70.00	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	76,390.00
01-0510	GOLDEN WEST TECHNOLOGIE						
		I-423024	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00	
01-0776	ALBERTSON ENGINEERING,						
		I-20228	215-4576-600	PROFES. SERV. TOOTSIES HISTORIC SIGN	000000	3,972.35	
		I-20234	215-4576-600	PROFES. SERV. WELCOME CNTR TRAIL RECONST	000000	612.50	
		I-20236	215-4576-600	PROFES. SERV. 33 1/2 JACKSON RETAINING WALL	000000	475.00	
01-2394	GUNDERSON, PALMER, NELS						
		I-131858	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	640.00	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	6,714.85
01-0433	WELLMARK BLUE CROSS BLU						

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU		continued			
		I-04/01/24	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,102.59
01-1838	RAMKOTA HOTEL					
		I-10A077	215-4641-427	TRAVEL SHPO CONFERENCE	000000	212.00
01-2205	KUCHENBECKER, KEVIN					
		I-040424	215-4641-427	TRAVEL TRAVEL EXPENSES	000000	171.89
01-3314	CENTURY BUSINESS PRODUC					
		I-726709	215-4641-426	SUPPLIES KYOCERA/4054CI	000000	290.34
01-4625	FIB CREDIT CARDS					
		I-033124	215-4641-427	TRAVEL GIS CONF- L BLUE-JONES	000000	550.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1D7G-FRN4-H1KF	215-4641-434	MACHINERY/EQU COMPUTER CAMERAS	000000	79.98
DEPARTMENT 641 OFFICE HIST. PRES.					TOTAL:	4,406.80
FUND 215 HISTORIC PRESERVATION					TOTAL:	220,597.39

PACKET: 06581 COMBINED - 4/16/24

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
01-0558	NHS OF THE BLACK HILLS					
		I-2024-3	216-4653-422	PROFESSIONAL SERVICE CONTRACT MARCH 2024	000000	3,000.00
		I-CCR 040224	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	567.90
01-1496	LAWRENCE CO. REGISTER O					
		I-040424	216-4653-960	CLOSING CO REC FEE 33 1/2 JACKSON JULIUS	000000	30.00
01-5051	SODAK TITLE					
		I-OE-0147-24	216-4653-960	CLOSING CO 74 VAN BUREN FASNACHT	000000	120.00
		I-OE-0158-24	216-4653-960	CLOSING CO O&E 745 MAIN COSTOPOULOS	000000	120.00
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	3,837.90
FUND 216 REVOLVING LOAN					TOTAL:	3,837.90

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,820.70
01-0539	LEAD-DEADWOOD SANITARY	I-03/30/24 EQR	602-4330-422	PROFESSIONAL MARCH EQR/WATER	000000	20,453.76
01-0828	USA BLUEBOOK	I-INV00309159	602-4330-434	MACHINERY/EQU VFORM HARNESS HIP DRING/WATER	000000	233.65
01-4625	FIB CREDIT CARDS	I-03/31/24 PUB WORKS	602-4330-427	TRAVEL SDARWS EXPO REGISTRATIONX2	000000	250.00
01-4711	AMAZON CAPITAL SERVICES	I-1G44-CPGF-CF39	602-4330-426	SUPPLIES (2) USB TO PDA ADAMPTERS/WTR	000000	35.86
01-4721	TOWEY DESIGN GROUP INC.	I-24-742	602-4330-422	PROFESSIONAL RAILROAD AVE WATER MAIN/WATER	000000	1,575.45
01-4857	VERIZON CONNECT	I-621000054183	602-4330-422	PROFESSIONAL MARCH VEHICLE TRACKING/WATER	000000	57.20
					DEPARTMENT 330 WATER	TOTAL: 26,426.62
					FUND 602 WATER FUND	TOTAL: 26,426.62

PACKET: 06581 COMBINED - 4/16/24
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES
 DEPARTMENT: 580 HISTORIC CEMETERIES
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0475	DEADWOOD CHAMBER & VISI						
		I-6816	607-4580-422	PROFESSIONAL 2024 SD VISITOR GUIDE COOP/MM	000000	899.20	
		I-6891	607-4580-422	PROFESSIONAL 2024 PASTPORT PARTNERS/MM	000000	500.00	
01-3558	DEADWOOD HISTORY, INC.						
		I-32731	607-4580-423	PUBLISHING & 2024 BH VISITOR COOP AD/MM	000000	630.00	
01-4204	COMPLETE CONCRETE, INC.						
		I-PAYAPP1 020524	607-4580-433	IMPROVEMENTS MT MORIAH 2024	000000	38,070.00	
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	40,099.20
					FUND 607 HISTORIC CEMETERIES	TOTAL:	40,099.20

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5218	ENTERPRISE RENT-A-CAR	I-20240315	610-3360-532	PARKING FINE REFUND CITATION 25639517/P&T	000000	25.00
01-5222	DEAL, NADIA L.	I-20240408	610-3360-532	PARKING FINE REFUND CITATION 25647331	000000	25.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 50.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,508.95
01-0508	GALLS, LLC	I-027500054	610-4360-426	SUPPLIES S/S BIKE PATROL POLO/P&T	000000	44.95
01-1331	SD MUNICIPAL LEAGUE	I-200000670	610-4360-427	TRAVEL (3) CODE ENFORCE TRAINING/P&T	000000	100.00
01-3875	FMG ENGINEERING	I-33389	610-4360-422	PROFESSIONAL PRO SRVCS DWD HILL PARK LOT/PT	000000	9,500.00
01-4625	FIB CREDIT CARDS	I-FINANCECCD3/31/24	610-4360-427	TRAVEL DAY OF EXCELLENCE SEMINAR/P&T	000000	140.00
01-4766	IPS GROUP INC	I-INV95853	610-4360-422-02	PROFESSIONAL CC TRANS-WIRELESS FEES/P&T	000000	1,972.90
		I-INV95940	610-4360-422-02	PROFESSIONAL CC-PEMS-PTMS FEES/P&T	000000	5,780.20
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 21,047.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/24	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,230.19
01-1483	KNECHT HOME CENTER	I-10399596	610-4361-425	REPAIRS USS HX-GR 5 NUT-FLAT WSHR/TROL	000000	119.47
01-1827	MS MAIL	I-14481	610-4361-426	SUPPLIES TIME SHEETS/TROLLEY	000000	30.00
01-3060	QUIK SIGNS	I-44898	610-4361-422	PROFESSIONAL (500) RACKCARDS/TROLLEY	000000	137.00
01-4036	SCOTT PETERSON MOTORS O	I-5017419	610-4361-426	SUPPLIES (1) WIRE ASSY IGNITION/TROLLEY	000000	32.36
		I-5017992	610-4361-425	REPAIRS WIRE ASSY IGNITION/TROLLEY	000000	258.88
01-4317	VIGILANT BUSINESS SOLUT	I-2309	610-4361-422	PROFESSIONAL TESTING	000000	316.40

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT	continued				
		I-2376	610-4361-422	PROFESSIONAL TESTING	000000	89.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD3/31/24	610-4361-426	SUPPLIES POSTAGE TO MAIL TOKENS/TROLLEY	000000	17.45
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,230.75
01-0418	BLACK HILLS PIONEER					
		I-#960 - 2024	610-4362-422	PROFESSIONAL NOTICE TO BID-ELEVATOR/PK RMP	000000	31.45
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/28/24	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	27.15
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/24	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-3151	KONE CHICAGO					
		I-871322445	610-4362-422	PROFESSIONAL MARCH ELEV MAINT/RAMP	000000	185.54
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	883.52
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	25,211.27

PACKET: 06581 COMBINED - 4/16/24

VENDOR SET: 01

Section 4 Item a.

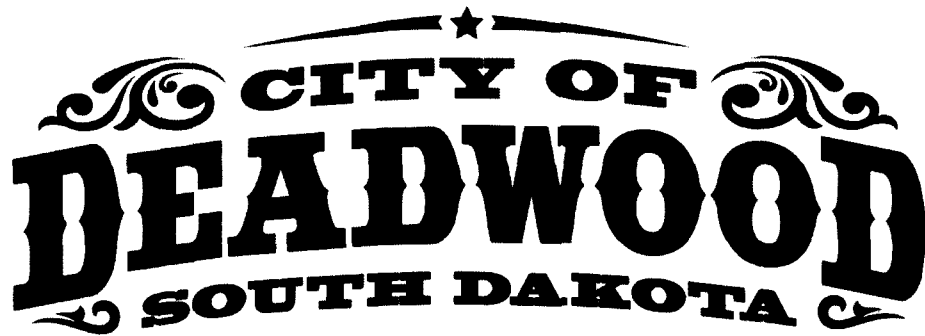
FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-04/09/2024	723-4000-429	OTHER CITY SLOTS - PYMT 10, YR 3	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	509,595.61



Event Complex Rental and Use Agreement

Event: LD Youth Football and Cheer

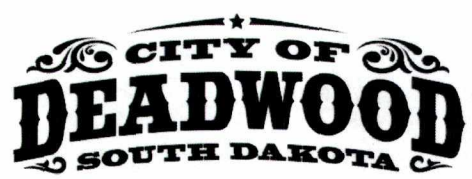
Date: 8/1/24-10/30/24

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

Contact Information:

Name of Applicant: Justin Lux

Business/Organization: Lead/Deadwood Youth Football and Cheer

Mailing Address: 786 Stage Run Road

City, State Zip: Deadwood, SD, 57732

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

Email Address: juslux@gmail.com

Dates Event Complex requested:

Set up Date(s): 8/1/24 Hour(s): 4:00 pm-6:00 pm

Event Date(s): 8/1/24-10/30/24 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
- Pyrotechnics
- Open Container

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

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: Seth Reynolds Title: Co-Commissioner
 Phone: 605-787-3003 Representing: LDYFCA

Name: Mike Sneesby Title: Member at Large
 Phone: 605-645-1664 Representing: LDYFCA

Name: Lexi Lux Title: Member at Large
 Phone: 605-641-6779 Representing: LDYFCA

Name: Kat Sneesby Title: Treasurer
 Phone: 605-580-1703 Representing: LDYFCA

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities \$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Baseball Fields \$ _____	<input checked="" type="checkbox"/>	Damage Deposit \$ _____
Parking Lots \$ _____	<input checked="" type="checkbox"/>	Total Deposits \$ <u>0</u>
Cleaning/Trash Removal \$ _____	<input checked="" type="checkbox"/>	
Streaming \$ _____	<input checked="" type="checkbox"/>	
Total Fees \$ <u>0</u>		

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

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature:

Date: 3/1/24

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 JL

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

Initials JL

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 JL

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 JL

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

Initials JL

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

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

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

Initials JL

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 JL

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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


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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

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 and Cheer practice at the baseball fields between 4:00 & 6:00 pm. We will work with other sports to accommodate their practices as necessary. There will be some Saturday games but the BHYFL has not completed a schedule yet. We will work with the school since they will have a lease for the facility.

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

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

Participating in youth tackle football or youth sideline cheerleading

Initials JL

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

Participant Release and Indemnification required? YES X NO _____

Initials JL

- 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 JL

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

Initials JL

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 JL

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

Initials JL

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

Initials JL

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 JL

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

Initials JL

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 Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

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:

Youth Tackle Football

Youth Sideline Cheerleading

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:

Youth Tackle Football

Youth Sideline Cheerleading

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

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 Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 3/1/24

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 Football and Cheer

Name: Justin Lux Title: Commissioner

Signature: 

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

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: Will be provided by BHYFL at a later date

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials JL

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 JL

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 JL

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 JL

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

Event Complex Sign and Banner Policy

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

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

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 3/1/24

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 additional costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Lead/Deadwood Youth Football and Cheer

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.

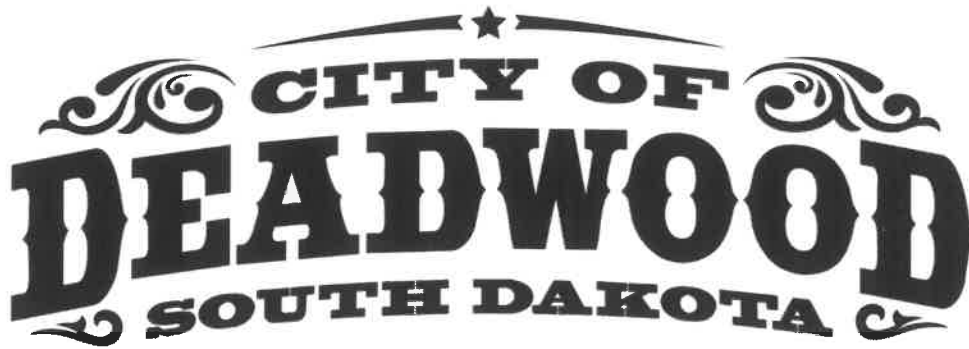
Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

Daytime Phone Number: 605-639-1533

Date of your Event(s): 8/1-10/30/24 Group/Event Name: LDYFCA



Event Complex Rental and Use Agreement

Event: 32nd Black Hills Jeep Jamboree _____

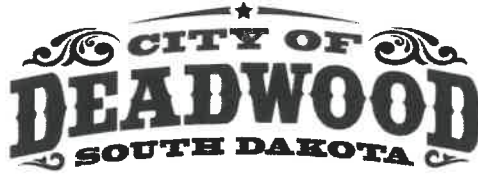
Date: September 19-21, 2024 _____

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 32nd Black Hills Jeep Jamboree

Contact Information:

Name of Applicant: Shawn Gulling

Business/Organization: Jeep Jamboree USA

Mailing Address: 2776 Sourdough Flat

City, State Zip: Georgetown, CA 95634

Business Phone: 530-333-4002 Cell Phone: 530-306-5189

Email Address: shawn@jeepjam.com

Dates Event Complex requested:

Set up Date(s): September 19, 2024 Hour(s): 1:00 PM to 7:00 PM

Event Date(s): September 20-21, 2024 Hour(s): 7:00 AM to 10:00 AM

Clean-up Date(s): September 21, 2024 Hour(s): 9:00 AM to 10:00 AM

Approximate number of people who will attend: 250

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: 32nd Black Hills Jeep Jamboree

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: Don Patnoe Title: Local Coordinator
 Phone: 605-484-1210 Representing: Jeep Jamboree USA

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Request to Waive
Complex Fees

Refundable Deposits

Event Complex Facilities \$ 600.00

Baseball Fields \$ _____

Parking Lots \$ _____

Cleaning/Trash Removal \$ _____

Streaming \$ _____

Total Fees \$ 600.00

Key Deposit \$ 100.00

Damage Deposit \$ 1,250.00

Total Deposits \$ 1,350.00

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: 

Date: MARCH 6, 2024

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 SG

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

Initials SG

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 SG

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 SG

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

Initials SG

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

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

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

SG
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.

SG
Initials _____

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

Insurance and Liability

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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 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):

We will use the Days of 76 rodeo grounds for our registration on Thursday, 9/19, then again on Friday and Saturday mornings, 9/20 and 9/21, for vehicle staging prior to departure.

We will use some areas for trailer parking towards the SW corner of the football field, to be detailed on the attached map (all same processes as many years prior)

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

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

There is very little chance of injury as we are only using the grounds to conduct registration and vehicle staging

Initials SG

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

Participant Release and Indemnification required? YES _____ NO X

Initials SG

- 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 SG

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

Initials SG

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 SG

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

Initials SG

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

Initials SG

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 SG

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

Initials SG

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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

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:

32nd Black Hills Jeep Jamboree

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: Shawn Gulling Date of Birth: August 4, 1973

Address: 2667 Sourdough Flat
Georgetown, CA 95634

Signature:  Date: March 6, 2024

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature: 

Dates/Times Alcohol will be served: N/A - No alcohol will be served

Business name who will be serving: N/A

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 - No alcohol will be served

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials SG

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 sg

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 sg

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 SG

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024


Event Complex Sign and Banner Policy

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

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Jeep Jamboree USA

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: Tara Hanson Phone Number: 605-559-1187

City/State: Deadwood, SD Event Name: 31st Black Hills Jeep Jamboree

Event Location: Deadwood Mountain Grand Email: thanson@dmgrand.com

2) Name: Allison Thompson Phone Number: 605-593-8992

City/State: Deadwood, SD Event Name: 30th Black Hills Jeep Jamboree

Event Location: Cadillac Jacks Email: ATHompson@livhotelgroup.com

3) Name: Tommy Marcel Phone Number: 310-740-1960

City/State: Big Bear Lake, CA Event Name: 31st Big Bear Jeep Jamboree

Event Location: Big Bear Elks Lodge Email: Tommy.marcel@gmail.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.

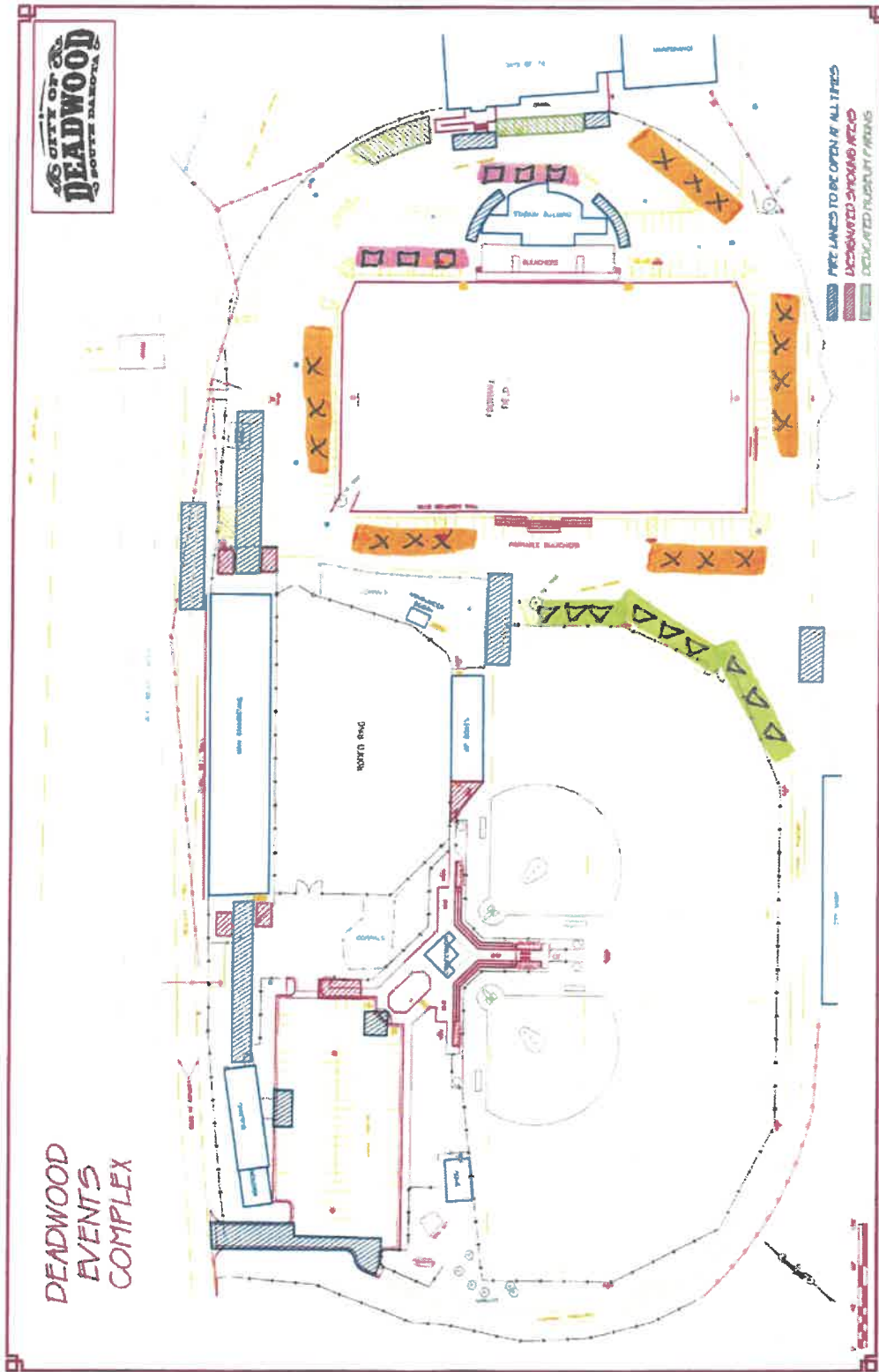
Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

Daytime Phone Number: 530-306-5189

Date of your Event(s): September 19-21, 2024 Group/Event Name: 32nd Black Hills Jeep Jamboree



THURSDAY AFTERNOON REGISTRATION

TRAILER PARKING

MORNING VEHICLE STAGING

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
HIGHPOINT SITEWORKS, LLC

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Highpoint Siteworks, LLC, with its principal place of business located at 1111 Sycamore Street, Rapid City, SD 57701, hereinafter referred to as “Highpoint Siteworks”

WHEREAS, Highpoint Siteworks, LLC; has agreed to perform specific tasks concerning the construction of the White Rock Trail System, for a total sum not to exceed Twenty-Four Thousand One Hundred Sixty Dollars and 00/100 dollars (\$24,160.00); and

WHEREAS, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which Highpoint Siteworks, LLC shall perform the services concerning the construction of the White Rock Trail System, and

WHEREAS, the CITY has accepted the proposal from Highpoint Siteworks, LLC and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. HIGHPOINT SITEWORKS will start at the bottom of the Presidential Trail and work up towards the high ridge at Mt Moriah;
3. HIGHPOINT SITEWORKS shall rough out the trail using mini excavators;
4. HIGHPOINT SITEWORKS shall use a walk behind skid steer to follow the mini excavators;
5. HIGHPOINT SITEWORKS will use a clean up crew to fine tune any areas the mini excavators could not access;
6. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;

- 7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
- 8. HIGHPOINT SITEWORKS shall comply with all local and state laws relating to workmen’s compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
- 9. HIGHPOINT SITEWORKS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of HIGHPOINT SITEWORKS in connection with this agreement or services performed or materials provided pursuant to this contract;
- 10. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
- 11. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to HIGHPOINT SITEWORKS;
- 12. HIGHPOINT SITEWORKS shall be paid in an amount not to exceed Twenty-Four Thousand One Hundred Sixty and 00/100 dollars (\$24,160), for work completed unless change orders are agreed upon in writing by both parties;
- 13. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

ATTEST:

By: _____
Dave Ruth Jr, Mayor

Jessica McKeown
City Finance Officer

Highpoint Siteworks, LLC

By: _____
Garrett Gross

Its: Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Garrett Gross, the Owner of Highpoint Siteworks, LLC, the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
K4 TRAILS

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and K4 TRAILS, with its principal place of business located at 2002 Paha Sapa Drive, Sturgis, South Dakota 57785, hereinafter referred to as “K4 TRAILS”.

WHEREAS, K4 TRAILS; has agreed to perform specific tasks concerning the creation of the Fuller Brothers Trail System, for a total sum not to exceed Ninety Thousand Four Hundred Seventy-five and 00/100ths dollars (\$90,475.00); and

WHEREAS, the purpose of this agreement, herein referred to as the “Agreement,” is to set forth the terms and conditions for which K4 TRAILS shall perform the services outlined below for the creation of the Fuller Brothers Trail System; and

WHEREAS, the CITY has accepted the proposal from K4 TRAILS and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. K4 TRAILS shall log out a trail corridor, grub out roots and rough-in a trail.
3. Following completion of the initial trail, K4 Trails will bring the trail up to final specifications and complete the process by hand digging the trail to completion.
4. All work undertaken by K4 TRAILS shall be done with K4 Trails own equipment.
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

- 7. K4 TRAILS shall comply with all local and state laws relating to workmen’s compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
- 8. K4 TRAILS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of K4 TRAILS in connection with this agreement or services performed or materials provided pursuant to this contract;
- 9. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
- 10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to K4 TRAILS;
- 11. K4 TRAILS shall be paid in an amount not to exceed Ninety Thousand Four Hundred Seventy-five and 00/100ths dollars (\$90,475.00), for work completed unless change orders are agreed upon in writing by both parties;
- 12. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2024.

CITY OF DEADWOOD

ATTEST:

By: _____
Dave Ruth Jr, Mayor

Jessica McKeown
City Finance Officer

K4 TRAILS

By: _____
Kevin Forrester

Its: Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Kevin Forrester, the Owner of K4 TRAILS, the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



GENERAL INFORMATION				
Order Date: April 10, 2024	Customer Reference Number:		VCF Salesperson Name: Armando Bravo	Region: VZT
Company Name: City of Deadwood- South Dakota		Officer or Owner: Justin Lux		Telephone: 605-578-2082
Address (Mailing or Invoicing Address): 102 SHERMAN ST			Officer/Owner Email Address: justin@cityofdeadwood.com	Cell Phone:
City: DEADWOOD	State: SD	Zip Code: 57732-1309	Installation Contact if other than Officer/Owner:	Telephone:
<i>Please advise your VCF scheduler if there are multiple shipping or installation addresses</i>			Accounts Payable Contact, if other than Officer/Owner:	Telephone:
			Email:	

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
5	Vehicle Tracking Subscription	15.95 USD	79.75 USD
5	Road Facing AI Dashcam	19.95 USD	99.75 USD

TOTAL Monthly AMOUNT		179.50 USD
Agreement Length: 12 Months from the Subscription Start Date. The billing and Service Term shall commence upon the earlier of (i) installation of any Equipment into a Vehicle, or (ii) ninety (90) days from the shipment of the Equipment.		Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):				
QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE	
5	Install: Camera (VTU Trip Add-on)	0.00 USD	0.00 USD	
5	Install: VTU+Features or AT Trip	0.00 USD	0.00 USD	
Total One-Time Fees			0.00 USD	
COVERT INSTALLATION: Unknown			EXCLUDES APPLICABLE TAXES AND FEES	

ORDER TERMS:
 Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect Fleet USA LLC (VCF) and GSA Schedule 47QTCA22D00DD that are in effect as of the date the order was received by VCF. The GSA Schedule terms and conditions are available at https://www.gsaadvantage.gov/ref_text/47QTCA22D00DD/0Y078X.3TQK3L_47QTCA22D00DD_47QTCA22D00DD-3-3-2023-697104.PDF. If, in accordance with the terms of the GSA Contract, Customer and VCF have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order, if there are any discrepancies in the Addendum language and the GSA Schedule, the GSA Schedule Terms and Conditions shall supersede. All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you immediately.
 Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.

INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793

SERVICES ORDER FORM

Section 6 Item n.

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



Customer Name: City of Deadwood- South Dakota		
By (signature)	Date:	

Return Completed Form To:
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



Questions Contact:
Justin Lux
(605) 578-2082 or
justin@cityofdeadwood.com

VEHICLE FOR HIRE: Livery Vehicle Application

Renewal New Application For Year: 2024

License Type: Stagecoach / Livery Vehicle

Business Information

Business Name (as it will appear on license): Deadwood Alive Inc.

Business Address: Box 190 Deadwood, SD 57732

Business Phone: 605-920-0258

SD Sales Tax Number: 46-0456623 (Verified by City Finance Office)

If business is a partnership or corporation, please provide name and address of each partner/officer

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Person Completing Application

Applicant Name: Jesse Allen

Home Address: 160 Charles St. Deadwood, SD 57732

Home Phone/ Cell Phone: 605-591-9171 Date of Birth: 7/31/82

Is applicant also the contact person? Yes No If not, who is the contact person for this application:
And

Contact Name: Andy Mosher Address: _____

Home Phone/ Cell Phone: 605-920-0258

Location from which the vehicle(s) will operate: Outlaw Square

Number of vehicles proposed to be operated: 1 Insurance Company: _____

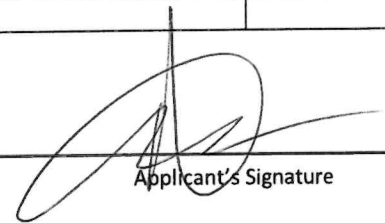
Policy Number: _____ Expiration Date: _____

Previous experience in motor vehicle transportation business: 8th Year operating historic Stagecoach on Main St. for Deadwood Alive rides and reenactments.

A general statement of reason supporting the granting of the application: Contracted through City of Deadwood for historical reenactments and stagecoach operations.

Year of Vehicle	Make	Model	Seating Capacity (Excluding Driver)	License Plate #
N/A	Madwayour	Stagecoach	9+	N/A

Application made this 28 Day of January, 20 24 X



Applicant's Signature

TO BE COMPLETED BY CITY OF DEADWOOD

<p>An annual fee of \$75 has been paid to the City Finance Office as recorded on:</p> <p>Receipt No: _____ Dated: _____</p>	<p>Approved by Parking and Transportation Director</p>
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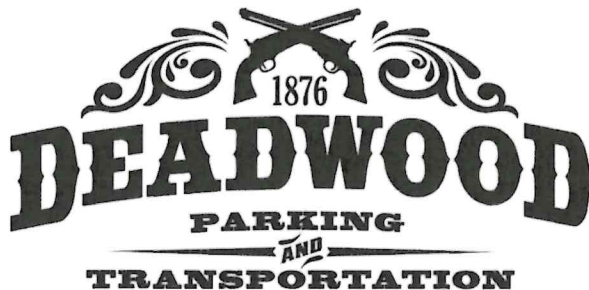
License fee is not refundable. License is not transferable

Submit completed application to:
Justin Lux, City of Deadwood Parking and Transportation Department, 108 Sherman St. Deadwood, SD 57732 • (605) 578-2082.

Exercise your right to vote! Are you registered to vote at your current Deadwood Address? If you are not, please visit the City Finance Office or your County Auditor's Office.

Requirements: Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).

Return Completed Form To:
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



Questions Contact:
Justin Lux
(605) 578-2082 or
justin@cityofdeadwood.com

VEHICLE FOR HIRE: Livery Vehicle Application

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If business is a partnership or corporation, please provide name and address of each partner/officer

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

Person Completing Application

Applicant Name: Jesse Allen
Home Address: 160 Charles St Deadwood, SD 57732
Home Phone/ Cell Phone: 605-591-9171 Date of Birth: 7-31-82


Is applicant also the contact person? Yes No
If not, who is the contact person for this application:
Contact Name: Andy Mosher Address: _____
Home Phone/ Cell Phone: 605-920-0258

Location from which the vehicle(s) will operate: Outlaw Square
Number of vehicles proposed to be operated: (Insurance Company: _____
Policy Number: _____ Expiration Date: _____

Previous experience in motor vehicle transportation business: 8th year operatory historic stagecoach on main st. for Deadwood Alive rides and reenactments.

A general statement of reason supporting the granting of the application: Contracted through City of Deadwood for historical reenactments and stagecoach operations.

Year of Vehicle	Make	Model	Seating Capacity (Excluding Driver)	License Plate #
N/A	Midwayou	Stagecoach	91	N/A

Application made this 28th Day of February, 20 24 X  Applicant's Signature

TO BE COMPLETED BY CITY OF DEADWOOD

<p>An annual fee of \$75 has been paid to the City Finance Office as recorded on:</p> <p>Receipt No: _____ Dated: _____</p>	<p>Approved by Parking and Transportation Director</p>
---	--

License fee is not refundable. License is not transferable

Submit completed application to:
Justin Lux, City of Deadwood Parking and Transportation Department, 108 Sherman St. Deadwood, SD 57732 • (605) 578-2082.

Exercise your right to vote! Are you registered to vote at your current Deadwood Address? If you are not, please visit the City Finance Office or your County Auditor's Office.

Requirements: Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).

FY2023 Annual Survey of South Dakota Public Libraries

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

SECTION A. – GENERAL INFORMATION

Library Name	County
DEADWOOD PUBLIC LIBRARY	LAWRENCE

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

Contact

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

Admin

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

Population

Population of the Legal Service Area <i>Based on Census population estimates for your legal service area.</i>	1,783
Estimated population of total service area <i>Estimate the population you actually serve.</i>	28,053

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

Outlets

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

Building/remodeling of library	Building/remodeling explanation
No	

Codes

Legal Basis Code	Geographic Code
Municipal Government (city, town or village)	Place (e.g., incorporated city or village, censusdesi

Library Hours - Public service hours of the main branch.

	Open	Close	Total hours
Sunday			N/A
Monday	10:00	6:00	8.00
Tuesday	10:00	6:00	8.00
Wednesday	10:00	6:00	8.00
Thursday	10:00	6:00	8.00
Friday	10:00	5:00	7.00
Saturday	12:00	4:00	4.00

Total hours open per week	43.00
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SECTION C. -- PERSONNEL

Head Librarian

Current Annual Salary	Hours worked per week by head librarian	Highest education level achieved by head librarian	Total number of years head librarian has worked in the field
57,289.00	40	BA plus graduate courses	22

Other Librarians

Total number of OTHER paid librarians	Total number of OTHER librarians worked per week
2	37

All Other Paid Staff

Total number of all other paid staff	Total number of all other paid staff hours worked per week
3	39

Total Paid Employees

Total paid employees FTE
2.91

ALA-MLS Librarians

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

Staff paid by non-library sources

Number of staff paid from other sources	Non-library pay sources	Average hours/week by staff paid by non-library source
1	Historic Preservation	12

Volunteers

Total number of volunteers	Average number of hours worked by volunteers per week
9	0.5

SECTION D -- INCOME

Operating Income received during fiscal year

Operating income – City/Town	\$84,863
Operating income – County	\$82,621
Operating income – School District	\$0
Operating income – Tribal Appropriation	\$0
Operating income – College Appropriation	\$0
Operating income – Other Contracts (other libraries or towns)	\$0
Local Government Revenue	\$167,484
State Appropriations	\$0
Federal Income	\$0
Other Operating Income	\$2,243
Total Operating Revenue	\$169,727

Capital Income

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

SECTION E -- EXPENDITURES

Staff Expenditures

Salaries and Wages for Library Staff	\$107,063
Total employee benefits	\$20,138
Total all salaries and benefits	\$127,201

Collection Expenditures

Print materials expenditures	\$8,006
Electronic materials expenditures	\$1,840
Other materials expenditures	\$2,245
Total expenditures for library materials	\$12,091

Other Operating Expenditures

All other operating expenditures	\$28,326
----------------------------------	----------

Total operating expenditures	\$167,618
-------------------------------------	------------------

Capital Expenditures

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

SECTION F – LIBRARY HOLDINGS

Books

Books (print)	13,002
Ebooks accessed through SDTG	0
Other ebooks units* owned, leased, licensed	35,881
Total Ebooks	35,881

Subscriptions

Current print serial subscriptions	17
------------------------------------	----

Audio, Video, Other

Audio – physical units*	147
Audio – downloadable units* accessed through SDTG	0
Other downloadable audio units* owned, leased, or licensed	20,916
Total downloadable audio	20,916
Video – physical units*	3,271
Video – downloadable units*	700
Other (films, multimedia kits, maps)	641

Electronic Collections (Databases)

Local/other licensed electronic collections (databases)	1
State licensed electronic collections (databases)	58
Total licensed electronic collections (databases)	59

Total Holdings	74,634
Total Physical Items in Collection	17,078

SECTION G – SERVICE ACTIVITIES

Library Service Indicators

Registered users	1,833
Annual total attendance in the library	8,576
Attendance reporting method	Annual Count
Annual total reference transactions completed	724
Reference transactions reporting method	Annual Estimate Based on Typical Week(s)

Collection Use

Circulation of Physical Materials

Books	3,752
Magazines and other print items not included above	1,224
Non print physical items	4,955
Non print physical items, minus audio and video materials	137
Total Physical Item Circulation	9,931

Circulation of Electronic Materials

Ebooks	903
Audiobooks (and music)	1,275
Video	71
Use (circulation) of Electronic Materials	2,249

Electronic Collection (database) Use

SDSL-provided electronic collections use	0
Other electronic collection use	330
Successful Retrieval of Electronic Information	330

Total Circulation of Materials	12,180
How many of Total Circulation are children's materials?	1,624
Total Electronic Content Use	2,579
Total Collection Use	12,510

Library Programs

In-person Program Sessions Offered

Children ages 0-5	Programs	Attendance
Onsite	87	1,014
Offsite	4	40
Virtual	0	0
Total	91	1,054

Children ages 6-11	Programs	Attendance
Onsite	53	521
Offsite	2	36
Virtual	0	0
Total	55	557

Young Adults ages 12-18	Programs	Attendance
Onsite	0	0
Offsite	0	0
Virtual	0	0
Total	0	0

Adults ages 19+	Programs	Attendance
Onsite	20	591
Offsite	0	0
Virtual	0	0
Total	20	591

General Interest	Programs	Attendance
Onsite	4	68
Offsite	2	237
Virtual	0	0
Total	6	305

Total Live Programs

Total number of synchronous program sessions	172
Total attendance at synchronous programs	2,507

Recorded Programs (Asynchronous)

Total Number of Recorded (Asynchronous) Program Presentations	50
Total Views of Recorded (Asynchronous) Program Presentations (within 7 days)	813

One-to-One Programs / Summer Reading

How many one-to-one program sessions did the library conduct?	10
---	----

Self-directed Activities

How many passive activities were offered?	16
Approximately how many patrons took part in these activities?	80

Internet

Total number of Internet computers for use by general public	6
Annual number of public access/ internet use sessions	2,325
Computer uses reporting method	Annual Count
Does the library offer public Wi-Fi service?	Yes
Annual wireless sessions	1,900
Wireless sessions reporting method	Annual Count
URL of the library's webpage	www.cityofdeadwood.com/library
Annual Website Visits	5,125

Library Policies and Practices

Does the library charge overdue fines for any physical materials?	No
What automation system do you use?	KOHA
If you have an automated system, is it connected to the internet?	Yes, available online

Resource Sharing / Interlibrary Loan

	Received from/ borrowed from other libraries	Provided/sent/loaned to other libraries
Out-of-state total	0	0
In-state total	193	923
Total ILLs	193	923

SECTION H. – TRUSTEES

Library Board Members

Name	Office Held	Term Expires
Emily Kutil	President	2025
Brianne Hutchison	Trustee	2026
Alison Ball	Trustee	2027
Sue DeGooyer	Trustee	2025
Teri Bruce	Trustee	2026
Charlie Stuble-Mook	City Council Rep.	2024

Library Board Appointees

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

Library Board Meetings

Number of trustee meetings held per year	10xYR
Trustee meeting schedule	3rd Wed of month, 8:30AM
Date of last public library board meeting	2024-03-27
Are you aware of and do you comply with the SD Open Meetings law?	Yes

Friends of the Library / Library Foundation

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

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

Narrative listing any special events

In 2023, a new position was created, Education/Programs Coordinator at 25 hours per week. This individual has been able to focus on program planning and creation which has meant we were able to add 2 additional weekly children's programs. One group is a private school, kindergarten through grade 6, that visits for their school library time. Our education coordinator plans all the lesson plans, activities and crafts for this group. In addition, we have started a once a month Saturday program for all ages. This has included Craft Days, Scavenger Hunts, Board Games, Winter Fun and an adult book discussion to name a few. These programs have been well-received and attended. During Summer Reading, we once again had two special events at Outlaw Square, shared with the Lead Library and staff. This has become a wonderful partnership as we work together to gain exposure outside of our library buildings. In September, we hosted the author reception for the Festival of Books at the library. This was a first and from the many positive responses, we know we will plan the event in the future. We also hosted 2 days of authors/speakers presentations. Library staff were available to welcome guests, assist with technology and room set-up. In December, we decorated the library with a live tree and invited the public to create ornaments throughout the month. This was the third year we have done this and participation continues to grow. Another new staff member joined us mid-year. This position concentrates on circulation services. With the 2 new staff members, we have been able to move forward with future planning, program creation and a renewed commitment to library services for our community.

Supplemental Questions for FY2023

Has the library had any challenges to materials in the reporting year?	No
If yes, what material and how was it resolved?	
Would the library like to schedule a visit from SDSL staff in 2024?	No
List any topics you'd like covered during a visit from SDSL staff.	

Certify the Annual Report

Certification by Library Director	
Library Director (name):	Patricia Brown
Librarian or staff member completing the survey (if not the director):	
Certification by Library Board	
Library board president (name):	Emily Kutil
Date the annual report was reviewed by the library board:	2024-04-08
Certification by Governing Body	
Name of City or County official who reviewed the annual report:	David R. Ruth, Jr.
Position held:	Mayor
Date the annual report was reviewed by the governing body:	2024-04-15

SELECTED KEY RATIOS – FY 2023

These are key ratios and percentages generated by the survey tool. Per capita ratios are based on the population of the library's legal service area (LSA)--the population of the geographic area the library serves. *	Your library FY 2023	Your library FY 2022	Statewide average FY 2022
Population used for per capita ratios* <i>Per capita ratios: Divides the total monetary or service statistics by the population served. This ratio helps you compare values among libraries of different sizes.</i>	1,783	1,833	813,743
Financial Measures			
Local government operating revenue per capita <i>All income from local government sources divided by LSA.</i>	\$93.93	\$83.24	\$37.88
Total operating revenue per capita <i>Includes income from state, federal, and miscellaneous sources.</i>	\$95.19	\$88.20	\$39.90
Total operating expenditures per capita	\$94.01	\$81.97	\$37.02
Collection expenditures per capita <i>This is the dollar amount spent per resident on new library materials.</i>	\$6.78	\$6.35	\$4.55
Portion of the library's operating budget used for new materials	7.2%	7.7%	12.3%
Service Measures			
Registered borrowers per capita <i>The ratio of people registered to use library services. This can show what ratio of the community are active library users if the library regularly purges its files of inactive users. The library's registered borrower records should be purged of inactive users at least every three years.</i>	1.03	0.94	0.41
Library visits per capita <i>The average number of library visits per resident. It is an indicator of public awareness of library services.</i>	4.81	3.54	3.06
Computers and Internet <i>Public libraries address the digital divide by providing access to computers, internet and WiFi services.</i>			
Public internet uses per capita <i>The average number of uses per resident of the library's public computers.</i>	1.30	1.63	0.38
Public Wi-Fi network use per capita <i>The number of times per resident that a device connects to the library's public wireless network.</i>	1.07	1.53	1.45
Collection and Circulation Ratios			
Total circulation per capita <i>The average number of loans made to residents. Low circulation ratios may be a result of low collection expenditures or indicate that the library should evaluate the relevancy of its new materials purchases to community needs.</i>	6.83	6.13	6.47
Portion of the library's total circulation that is children's materials <i>Compares ratio of children's materials circulated to total circulation. It is useful to know when considering other services to children.</i>	13.3%	9.5%	41.3%
Portion of the library's total circulation that is digital materials <i>Includes ebooks, downloadable audiobooks and video.</i>	18.5%	15.7%	25.6%
Library Program Ratios and Totals <i>Programs require increased allocation of library resources such as staff, time, materials.</i>			
Total program attendance per capita <i>Number of people who attended library programs per resident.</i>	1.41	0.66	0.32
Total attendance per program <i>Ratio of program attendance (all ages) to the total number of live programs held.</i>	14.58	13.13	18.61

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

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

A14., Population of the Legal Service Area (#208)

This is the city population plus a portion of the county population outside of city limits.--2023-11-20

SECTION B. – OUTLET / BRANCH INFORMATION 2023

Location	DEADWOOD PUBLIC LIBRARY
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Address	City	Zip Code
435 WILLIAMS ST	DEADWOOD	57732

County	Phone Number	Outlet Code
LAWRENCE	6055782821	Central Library

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

Total public service hours OPEN per year	Total number of weeks per year branch is open
2,236	52

Branch Librarian	Total Branch Staff paid
Patricia Brown	6

Total hours open during typical week	Total days open during typical week
43	6

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, March 28, 2024, to complete the “**White Rocks Trail Project**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 1, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from City of Deadwood, 108 Sherman Street or on the website at www.cityofdeadwood.com.

Bids will be sealed and marked **White Rocks Trail Project**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

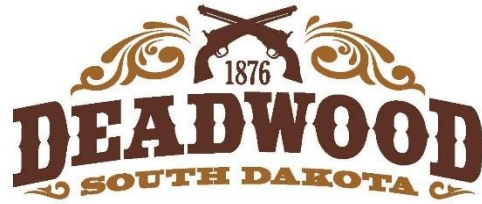
Dated this 4th day of March 2024.

Jessicca McKeown
City of Deadwood Finance Officer

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For any notice that is published twice:

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



Notice to Bidders

Professional Trail Building

White Rocks Trail System

a portion of the
Deadwood Trail System – 2024

A NON-MOTORIZED, NATURAL-SURFACE TRAIL PROJECT ON
CITY OF DEADWOOD LAND NORTH OF DEADWOOD SD.

POINT OF CONTACT

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

PROJECT MANAGER

Randy Adler
Parks, Recreation and Events Director
(605) 578-2082
randy@cityofdeadwood.com

White Rocks Trail System - 2024

Notice to Bidders Professional Trail Building **White Rocks Trail System**

Introduction

The City of Deadwood [DEADWOOD] is requesting formal bids for the construction of 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as a portion of the overall Deadwood Trail System. Once built the trail will be flowy moderately difficult with rolling contours, grade reversals, banked turns, small to medium optional features using only natural materials providing a quality experience for both up and down hill travel. Emphasis on using natural features as positive control points. Concept of work is to start and progress without interruption until the trail work under this project is complete. The project construction will be supervised by the City of Deadwood. The project will be on land owned by the City of Deadwood or Deadwood Historic Preservation Commission on the north side of Deadwood, Lawrence County, South Dakota.

Background

Once fully constructed, the Deadwood Trail System will be a professionally designed, 25 +/- mile natural-surface, non-motorized trail network accessible from Deadwood via multiple designated parking areas. The full trail system will be situated on lands administered by the City of Deadwood, the Bureau of Land Management (BLM), and the United States Forest Service (USFS).

This request for bids is for the construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as part of the Deadwood Trails System. This project is for trail on land owned and administered by the City of Deadwood. The trail to be constructed as a result of this project will be multi-use for biking and hiking.

This notice to bidders is divided into the following sections:

1. Introduction
2. Background
3. Call for Bids
4. General Provisions
5. Bid Form
6. General Specifications
7. Individual Trail Specifications

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Call for Bids

Each formal bid shall be limited to no more than ten (10) pages (8½" x 11"), not including appendices. The following elements must be included in each submittal:

1. Qualified individuals or firms are invited to submit any questions on the project to the following Point of Contact for this solicitation:

Contact: Kevin Kuchenbecker
 Title: Planning, Zoning and Historic Preservation Officer
 Address: City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732
 Phone: 605-578-2082
 Email: kevin@cityofdeadwood.com

2. Submit one (1) hard copy in sealed envelope by 2:00 p.m. on Thursday, March 28, 2024 to the Finance Office at 102 Sherman Street, Deadwood, SD 57732. Please address the exterior of the envelope with the project name as follows:

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3. Bids must be received by the time and date specified.
4. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided and delivered in a sealed envelope.
5. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
6. A Bid in the possession of DEADWOOD may be altered by the person authorized for bidding, provided it is prior to the time and date of the bid opening and returned in a sealed envelope.
7. A Bid in the possession of DEADWOOD may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
9. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
10. Progress payments can be made for completed work for that period.
11. Final payment will be made after the acceptance of all work.
12. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall eliminate the bidder from subsequent phases of the Deadwood Trail project.
13. DEADWOOD will supply materials for bridges, culverts, and fence crossings. However, in consultation with DEADWOOD, the Contractor may provide materials when deemed necessary or desirable in order to fully complete the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the specified item prices, approved rental rates, or lump sum

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stipulated in the order authorizing the work.

14. DEADWOOD hereby notifies all prospective bidders that DEADWOOD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. DEADWOOD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
15. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from DEADWOOD's point of contact or project manager and will be shared with all prospective bidders according to the Project Timeline and Schedule.
16. Project Timeline and Schedule:

March 04, 2024	Notice to Bidders released
March 14, 2024	Deadline for request for clarifications/questions
March 21, 2024	Response to request for clarifications distributed
March 28, 2024	Bid submission deadline at 2:00 p.m.
April 01, 2024	Anticipated award announcement
April 15, 2024	Contract signed

General Provisions: Deadwood Trail System – White Rocks Trail Project – 2024

1. **LICENSES, PERMITS AND TAXES:** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. **LAWS TO BE OBSERVED:** The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify DEADWOOD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
3. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by DEADWOOD. Approval of the insurance by DEADWOOD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with DEADWOOD, verifying each type of

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coverage required including a certificate of insurance specifically naming DEADWOOD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to DEADWOOD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
 - ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
 - iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
 - iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
 - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to DEADWOOD.
 - vii. DEADWOOD May Insure for Contractor. In case of the breach of any provision of this Section, DEADWOOD may, at DEADWOOD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as DEADWOOD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. DEADWOOD's right to reject: DEADWOOD reserves the right to reject a

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certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- i. DEADWOOD's right to contact insurer: DEADWOOD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to: exclusions endorsed; claims in progress which could significantly reduce the annual aggregate limit; or, if the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 1. Retroactive dates;
 2. Extended reporting periods or tails; and
 3. Any applicable deductibles.
4. PRE-BID MEETING: Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. Be advised the project location may be currently under snow cover, with limited access and will likely remain so into May. A Pre-bid Site Walkthrough may not be possible; however, additional information can be requested via email from DEADWOOD and will be shared with all prospective bidders according to the Project Timeline and Schedule.
 5. CONTRACT TIME: Said work shall commence upon receipt of the Notice to Proceed and shall be completed within the contract dates. Concept of the work is to start at a time selected by the Contractor and conveyed to DEADWOOD and to progress without interruption until the job is complete.
 6. EXTRA WORK: In consultation with the DEADWOOD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.
 7. BASIS OF AWARD:

Right of Rejection: DEADWOOD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, DEADWOOD shall consider the qualifications and experience of the Bidders in constructing purpose-built, natural-surface trail with specialized machinery, as well as experience with design layout and modification, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly.

Additional Information: DEADWOOD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-

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Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to DEADWOOD's satisfaction within the prescribed time.

Partial Award: DEADWOOD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by DEADWOOD or the bidder, DEADWOOD may accept any item or groups of items in the Bid as may be in the best interest of DEADWOOD.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by DEADWOOD indicates to DEADWOOD that the award will be in the best interest of DEADWOOD.

8. **TERMINATION:** The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.
9. **WARRANTY PERIOD:** If DEADWOOD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to DEADWOOD and in accordance with DEADWOOD's written instructions, either correct such defective work or, if it has been rejected by DEADWOOD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, DEADWOOD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to DEADWOOD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the DEADWOOD.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City of Deadwood, and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
11. **PROJECT SUPERVISION:** DEADWOOD will provide oversight and coordination of the trail building project. DEADWOOD will regularly inspect to ensure completed work meets all requirements set forth.

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BID FORM

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilize and perform all work necessary for the **White Rocks Trail System – 2024** for considerations in the following amount:

\$ _____

This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing White Rocks Trail System – 2024, as further outlined in this RFP, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by DEADWOOD, as provided in the General Provisions, General Specifications, or Individual Trail Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Trail Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, DEADWOOD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be for a one-year period, with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the DEADWOOD.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of DEADWOOD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. DEADWOOD hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding DEADWOOD and accept the remainder of the work or any portion thereof, whether completed or not. DEADWOOD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this

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agreement and whether the same are attached hereto or on file in the office of DEADWOOD they shall have the same force and effect as if spread at length herein.

6. If written Notice of Acceptance of this Bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

1. **BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:**

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines, and requirements.

2. **GENERAL INFORMATION:**

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature _____ Date _____

Title _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

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3. **OWNERSHIP AND CONTROL:**

Bidder's Legal Structure:

- Sole Proprietorship General Partnership
- Corporation Limited Partnership
- Limited Liability Other _____

If Bidder is a sole proprietorship, list:

Signatory's Name _____ Phone _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous shared use trail construction projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing sustainable and shared-use (bike/hike) trails?
Yes _____ No _____

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VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

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General Specifications

The trail constructed through this Request for Proposal (RFP) is on the slope north of the City of Deadwood South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail infrastructure associated with the project. This contract is for the mobilization and construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Work must be completed according to trail standards as contained within this scope of work. Trail lengths are estimates derived from design data files completed in 2023. Preliminary layout of the trail corridor has been completed and flagged representing the center line of a twenty-five-foot right-of-way. As part of this project the Contractor is responsible for final field alignment and design within this corridor. The trail to be constructed through this RFP is multi-use for biking and hiking.

Contractor will adhere to Sustainable Trail Construction best practices and guidelines accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, maximum grades, function of soils and use, etc.).

Section 1: General Requirements

- 1.1 Project Location - The work is located just North of the City of Deadwood SD The project is located within off the area known as Aspens Trailhead. For work and equipment access, there is one entry point at the Aspens Trailhead. There are no restrictions on access, however snow or mud can be limiting in extreme circumstances. Exact location is shown on the attached map. If needed, KMZ Google Earth files and or shapefiles may be requested from DEADWOOD via email.
- 1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, furnishing and installing approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Monthly invoices may be submitted to DEADWOOD. DEADWOOD will monitor the progress of the project regularly.
- 1.3 Layout- Preliminary layout of the trail centerline has been completed. The Contractor will collaborate with DEADWOOD on decisions and alterations prior to any construction.
- 1.4 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to DEADWOOD. The following submittals will be required for this project:
 - a. Proposed Construction Schedule and Bid Forms.
- 1.5 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work, “Alt-Adds” included. The Contractor will use on-site, native materials whenever possible. Native materials such as rocks, trees, soils, etc. within 100-feet of the general trail corridor can be used to construct trail features/structures. It is determined that their use will not adversely impact natural resources based on a

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field review between DEADWOOD and Contractor during the design and layout approval.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by DEADWOOD. off-site materials furnished by the Contractor shall be of the type and quality described in these specifications. The DEADWOOD's determination as to whether substitution will be permitted will be final and conclusive.

- 1.6 Equipment restrictions, access and haul routes - Trails are to be constructed using machine labor with hand labor employed for finish work and along any area ill-suited for machine construction. To minimize environmental impact and keep the footprint of disturbance within immediate trail construction area only, equipment shall be limited to hand tools or small (mini or micro) walk-behind or ride on mechanized equipment. Use of and types of mechanical equipment will need to be detailed in Bid documents and approved by DEADWOOD prior to construction. The Contractor shall inspect the access for suitability and will need DEADWOOD approval for any access outside the general construction corridor. Any trail-construction-related damage to lands located outside the trail corridor will be the responsibility of the Contractor. Equipment must be cleaned prior to commencing construction to ensure that weeds are not transported from off-site projects.

In the case of major equipment failure, it is the responsibility of the Contractor to immediately contact DEADWOOD.

- 1.7 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.
- 1.8 Preservation of Vegetation - The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by DEADWOOD and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

- 1.9 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of DEADWOOD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.
- 1.10 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY

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DEADWOOD, shall be completed by the Contractor at their expense, within a time frame agreed upon by DEADWOOD. All manufacturer warranties shall be transferred to DEADWOOD.

Section 2: Trail Construction Guidelines

- 2.1 General - Contractor will adhere to *Sustainable Trail Construction* best practices and guidelines that are accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, max grades function of soils and use, etc.). The City of Deadwood understands that all trails comprise a creative process driven by local conditions and the involved parties' collaborative efforts. Modifications to the specifications may be allowed, however, they must be made in collaboration with the DEADWOOD and in writing.

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated Bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications.

No excavation shall be made in frozen materials without written approval from DEADWOOD.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by DEADWOOD to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by DEADWOOD. When applicable the surfaces shall be moistened with water and tamped or rolled with suitable tools or equipment to form a compacted trail foundation

- 2.2 Excavation for Drainage - The Contractor shall perform excavation for drainage, and as may be instructed by City staff. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met and contained herein.
- 2.3 Surface Water Control Features - Drainage structures will be incorporated into the trail tread and trail layout to minimize the effects of water flow and prevent excessive erosion. The Trail shall follow the contour, minimize stream crossings and felling of large trees, and stay at least four (4) feet from stream banks except at crossings.

Alignment shall take advantage of natural drainages to minimize the need for major

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drainage modifications.

In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals.

- 2.4 Backfill - Any backfill shall be placed and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 8 inches in thickness. Use of organic or duff is prohibited. Backfill material shall be obtained from material moved in required excavations. Backfill shall be placed to the same elevation on both sides of the structures, culverts, or other work.

Section 3: Detailed Guidelines for Construction

- 3.1 Trail Flagging- DEADWOOD will flag the center line of a ten foot right of way. The Contractor may place supplementary flagging of the final alignment.
- 3.2 Water for Construction- Upon approval, nearest water available for trail construction is from miscellaneous springs and a stock tank if permission is granted from owner.
- 3.3 Features- Difficulty on bike trails will be constructed as described below for each individual trail. Earthen structures will be composed entirely of mineral soil and/or rock, stabilized and compacted. Hand tamping only is not acceptable. Use of organic material or duff is prohibited. Where suggested by Contractor and DEADWOOD, short alternate lines of increased/decreased difficulty may be considered.
- 3.4 Clearing of Corridor- Clearing of corridor will be performed by Contractor. The maximum width of the corridor is five feet, less is preferred and whenever possible, with narrower gateways through natural obstacles (trees, rock outcrops) are encouraged with a height of 8-12 feet. Clearing and grubbing will be done with minimal disturbance to surrounding soils, vegetation, and viewshed. Taking of trees larger than four inches will be avoided and only done with no other option. Limbing and pruning will be done using techniques and industry standards that protect trees/shrub from undue harm. Vegetation will be lopped to the ground no more than a few inches high and scattered away from the trail edge, making visibility of debris minimal.
- 3.5 Spoils- Spoil material, including dirt, duff, rock and vegetation loosed during trail construction must be distributed such that no berm is left along trail edge to a minimum distance of ten feet from edge of trail. Spoil material will be not more than four inches in depth, spread in a manner that does not bury existing vegetation, does not interfere with drainages, and is scattered to blend with surrounding landscape. Piling debris in stream beds, gullies, or suspected wetlands is prohibited. If borrow pits are created they will be restored to finish requirements.
- 3.6 Trail Tread- Trail tread will be 24"- 36", larger where necessary for landing platforms, turning radius and features. Full bench construction whenever possible. If fill is required, it will be properly retained and discussed with DEADWOOD prior to action. Mainly firm trail surfaces with smooth paths through obstacles. Rock material may be left in tread in instances of increased difficulty or to achieve a particular goal of a specific segment. All stumps, roots, brush will be removed from

White Rocks Trail System – 2024

tread with holes filled and compacted.

- 3.7 Water Diversions- A 5-7% outslope will be incorporated on all applicable tread. When not possible or desirable due to purpose-built in-sloping, resource concerns, or obstructions, water can be directed down the trail for short distance before a water diversion feature is incorporated. Frequent grade reversals are encouraged. To promote self-cleaning drains, grade reversals will be >15%. If >25% riprap or armor will be installed. Water bars will not be used in the construction of this project.
- 3.8 Turns- All berm turns or insloped switchbacks will be created with an insloped turn pad. Turning radii should be consistent throughout the turn. Turns with a running grade of twenty percent (20%) or greater in the apex should have a rock armored drain two feet wide following the inside of the turn. Any fill structure for a turn pad will comply with composition, compaction, and fill slope requirements. If a retaining wall is employed in place of a fill slope, the structure will be constructed of stone and comply with all industry standards and specifications for rock retaining walls. A grade reversal or rolling grade dip will be constructed before and after each bermed turn or insloped switchback. If multiple switchbacks are required, they will be situated to minimize “stacking”. The grade reversals or rolling grade dips are part of the entire feature and will not be billed as separate units. The Contractor will create short-cutting deterrents at each turn.
- 3.9 Rollers & Brollers (Bermed Rollers)- A broller is defined as tilted tread surface that is insloped or off camber in excess of the standard tread out slope of 5%. Brollers do not result in a change of direction across the landscape and do not cross the fall line. Typical rollers and brollers will be included in the Bid price for all trail construction types and are not considered berms or turns.
- 3.10 Grade Reversals/Rolling Grade Dips- A designed grade reversal or rolling grade dip should occur approximately every 20-70 feet. Grade dips will be incorporated uphill and downhill from every significant turn unless acceptable substitute is available. Typically, six feet long or greater in bottom, and ten feet long or greater on top, a height differential of 12”, with a grade between 15%- 25% grade, and sides slope of 2:1. Specific details will be determined by the Contractor in partnership with the City of Deadwood. Reversals constructed of fill >12” are considered features.
- 3.11 Armor- Tread hardening using native stone will be implemented where needed for unavoidable erosion control using native stone as available and done to known industry standards in grade, stability, width, and length. Visible rocks that can be easily collected without significant disturbance will be used. Any alternative manufactured armoring products that the Contractor would like to use must be preapproved by the City of Deadwood.
- 3.12 Finish Work- Finish work to be performed by the Contractor. Trails will be finished as the project advances to minimize erosion, control sediment, and reduce exposure of the tread. All equipment marks will be smoothed and blended prior to completion. Back slope will be graded to 3:1 or matched to existing slope wherever possible, and stumps or exposed roots will be flush-cut or removed. Contractor will assure that down slope spoils are visually minimal and will not interfere with drainage off tread. Rocks unearthed that are not used in construction will be spread away from trail edge, natural side up and anchored to avoid rolling. All finish work will be completed to the satisfaction of the City of Deadwood. Signage

White Rocks Trail System – 2024

is the responsibility of the City of Deadwood.

Section 4: Completion Requirements

- 4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.
- 4.2 General Comments:
 - 4.2.1 DEADWOOD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to build the entire project.
 - 4.2.2 Contractors must have experience constructing non-motorized trails to IMBA standards. In addition, Contractors must have a minimum of five (5) years of experience building trails of comparable size and scope to the trails in this document. This includes following flagging, clearing the general corridor, final trail alignment, and directing machine and hand- build construction methods. As described per the formal Bid sheet, Contractors must provide a minimum of three (3) references with the Bid form to include name, address, phone number, date of project, description, and location of project.
 - 4.2.3 Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
 - 4.2.4 Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
 - 4.2.5 Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
 - 4.2.6 A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include DEADWOOD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
 - 4.2.7 The Contractor shall make every effort to verify the availability of materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by DEADWOOD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by DEADWOOD. Contractor must not assume that substitutions will be granted.
 - 4.2.8 It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
 - 4.2.9 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
 - 4.2.10 Contract Time. Said work may commence upon receipt of the Notice to

White Rocks Trail System – 2024

Proceed. Concept of the work is to start and to progress without interruption until the job is complete.

- 4.2.11 The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. DEADWOOD will not be held responsible for repair or replacement of items.

Section 5: Local Environment - Project Area

- 5.1 Soils- Soils in the project area typically range from shallow (<20”) to moderately deep (20-40”) to bedrock and well drained, with coarse fragments ranging in size from channers to cobbles, with surface textures dominantly gravely silt loam. Slope ranges identified in the soil mapping units were described as steep, with the dominant map unit ranging from 10-65%.
- 5.2 Precipitation- 15-19” annually
- 5.3 Vegetation- Predominant vegetation includes conifers, an understory of forbs and grasses and open grassland/shrubland parks. Dominant plant community- ponderosa pine, oak, and aspen depending upon slope, aspect, and elevation.
- 5.4 Archaeological/Environmental Constraints- Per cultural survey, the significant resources reported in project area have been circumvented. There are no significant lakes, ponds, or wetland areas intersected by trail. One drainage (City Creek) with annual flow intersects the project area where trail hardening will need incorporated.

Section 6: Individual Trail Specifications

Trail Placeholder Name: “White Rocks” Trail Usage: Shared biking and hiking.

Desired Trail Experience: Flowy moderately difficult with rolling contours, grade reversals, bermed turns, small to medium optional features using only natural materials. Generally uphill travel but built to be a good experience coming down also. Emphasis on using natural features as positive control points.

Length: 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. The entire route was flagged in September 2023.

Grade: 5 to 7%

Side-Slopes: 10 – 25% with sections >30%

Elevation Change: Ranges from approximately +/-4,500 feet to +/-5,000 feet.

Preferred Equipment: The upper portions of this trail can be easily accessed by mini excavator from US Hwy 85 or Denver Avenue.

Tread Width: 24” – 36” (width based on side slope)

Tread Surface: As uniform as terrain allows within a moderate difficulty level. Include rock armor when appropriate.

Corridor Width: 36-48 inches, less when possible, with narrow gateways through natural obstacles (trees, rock outcrops) encouraged.

Features (>12 inches in Height): Features >12” in height must be optional and paired with an easier line.

Number of Features: Spread appropriately for enjoyable experience over the span of the

White Rocks Trail System – 2024

trail.

Rock: Expect limestone outcropping and some thin soil material with rock beneath.

Environment: Approximately 50% forest, 50% scrub brush mixed.

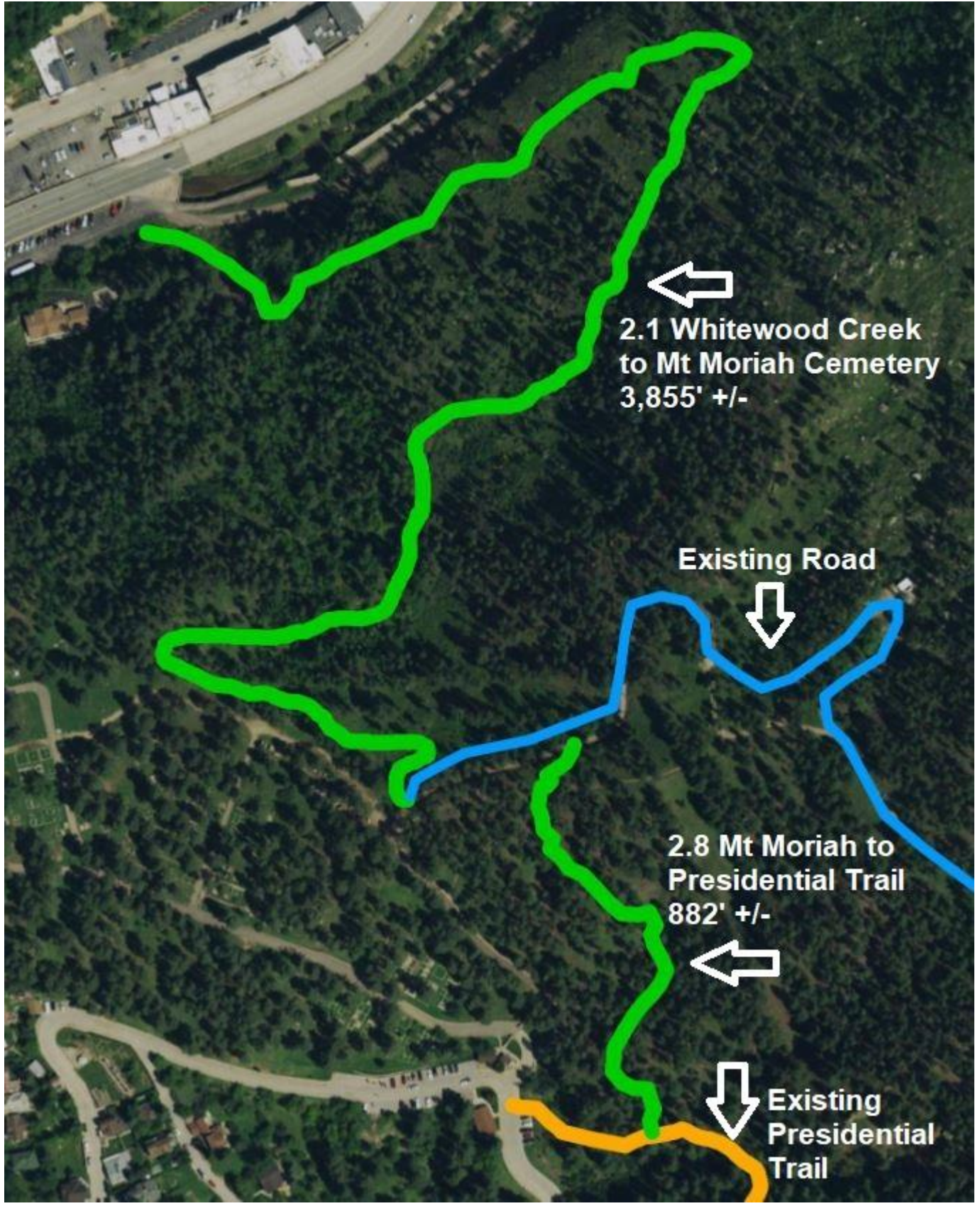
Vegetation: Mainly Ponderosa, Spruce, and Oak.

Hydrology: The water drainages in this section of trail are minimal.

White Rocks Trail System – 2024

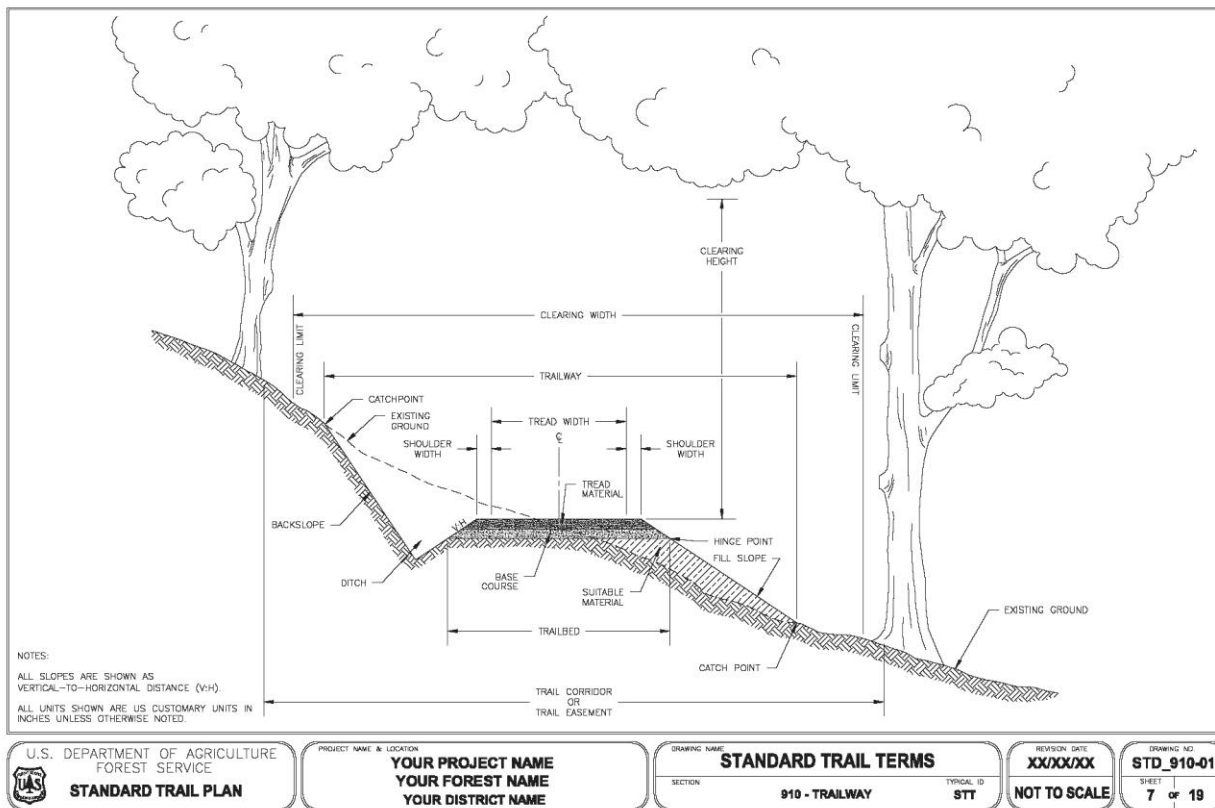
Project Map

White Rocks Trail System – 2024



White Rocks Trail System – 2024

The following plans are made available for reference only on the trail building and to provide guidance to the project. Plans are from the U.S. Department of Agriculture Forest Service and are to be used as reference for the project.



White Rocks Trail System – 2024

TYPICAL TRAIL CROSS SECTIONS

A FULL BENCH SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 ABOVE 30% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

B BALANCED SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 6 INCHES TO 29% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 BACKFILL WITH SUITABLE MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

C FLAT SECTION
 SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 0 INCHES TO 5% SIDESLOPE

TYPICAL TRAIL TREAD AND SHOULDER WIDTH

TYPICAL ID	SECTION TYPE	TREAD FINISH	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
TSF-1	B	T1	24 IN	12 IN	12 IN	HIKING USE
TSF-2	A	T2	18 IN	6 IN	6 IN	MOUNTAIN BIKE USE
TSF-3	C	T2	48 IN	12 IN	12 IN	OHV USE

TREAD CROSS SLOPE

TYPICAL ID	OUTSLOPE	INSLOPE	CROWNED SECTION	COMMENTS
TCS-1	3%	NA	NA	TYPICAL UNLESS OTHERWISE STAKED

SLOPE AND TRAILBED FINISH

TREAD FINISH	ROOTS	LOOSE ROCK	EMBEDDED ROCK	COMMENTS
T1	1	1	1	
T2	3	3	3	TRAIL CLASS 4
T3				
T4				
T5				
T6				

TRAILBED AND SLOPE FINISH

SLOPE FINISH
 REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

TRAILBED FINISH
 REMOVE LOOSE ROCK ON THE TRAILBED WITH A DIMENSION GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.
 REMOVE OR REDUCE EMBEDDED ROCK THAT PROTRUDES MORE THAN THE DIMENSIONS SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

NOTES:
 1. SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.
 2. LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL CROSS SECTION & SLOPE FINISH**

SECTION: **911 - TREAD AND PRISM**

TYPICAL ID: **TRT**

REVISION DATE: **XX/XX/XX**

DRAWING NO.: **STD 911-01**

SHEET: **8** OF **19**

NO SCALE

TYPICAL RETAINER TYPE

RETAINER TYPE	MATERIAL	SIZE	SPECIES/ GRADE	PRESERV. TYPE	JOINT TYPE	COMMENTS
R1	ROCK					
R2a	LOG	8 IN	OAK	NA	L1	USE LOCAL NATIVE TREES
R2b	LOG					
R2c	LOG					
R3a	SAWN TIMBER	6X6	SP/#2	P1	L2	
R3b	SAWN TIMBER					
R3c	RAIL ROAD TIES					
	X					
	X					
	X					
	X					

TYPICAL ROCK RETAINER (R1)

100 POUND MINIMUM
 TREAD
 EMBED ROCK 2/3 MINIMUM

TYPICAL LOG RETAINER (R2a, R2b, R2c)

BACKFILL WITH SUITABLE MATERIAL
 TREAD
 EMBED 1/3 MINIMUM
 NO. 5 REBAR MINIMUM
 18 INCHES MINIMUM

16d NAIL
 2 X 2 OR 3 INCH DIAMETER NATIVE CUT STAKE
 18 INCHES LG
 TREAD
 8 INCH DA MINIMUM

TYPICAL TIMBER RETAINER (R3a)

BACKFILL WITH SUITABLE MATERIAL
 TREAD
 EMBED 1/3 MINIMUM
 NO. 5 REBAR MINIMUM
 18 INCHES MINIMUM

TYPICAL STACKED LOG RETAINER (R2c)

BACKFILL WITH SUITABLE MATERIAL
 TREAD
 EMBED 1/3 MINIMUM
 TOTAL HEIGHT
 24 INCHES MINIMUM
 NO. 5 REBAR MINIMUM

TYPICAL STACKED TIMBER RETAINER (R3b)

BACKFILL WITH SUITABLE MATERIAL
 TREAD
 EMBED 1/3 MINIMUM
 TOTAL HEIGHT
 24 INCHES MINIMUM
 NO. 5 REBAR MINIMUM

TYPICAL BUTT JOINT (L1)

8 INCH MINIMUM
 1/4 INCH GAP MAXIMUM
 2-20d RING SHANK NAILS
 DRAIN CUT DEPTH AS NEEDED

TYPICAL LAP JOINT (L2)

6 INCH MINIMUM
 2X T
 1/2T
 DRAIN CUT DEPTH AS NEEDED

TYPICAL SCAFF JOINT (L3)

6 INCH MINIMUM
 T
 T
 30°
 DRAIN CUT DEPTH AS NEEDED

TYPICAL ROCK SPACING

1/2 INCH MAXIMUM
 TREAD
 EMBED 1/3 MINIMUM

2-20d RING SHANK NAILS
 16d NAIL
 TOP VIEW
 2 X 2 OR 3 INCH DIAMETER NATIVE CUT STAKE
 18 INCHES LG

NOTES:
 1. PRE-DRILL HOLES FOR REBAR TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS. RECESS END OF REBAR 1/2 INCH BELOW TOP OF TIMBER.
 2. PLACE REBAR, ANCHOR BOLT OR STAKE 6 INCHES FROM EACH END OF TIMBER WITH MAXIMUM SPACING OF 36 INCHES. FOR STACKED RETAINERS STAGGER JOINTS 24 INCHES MINIMUM.
 3. COMPACT BACKFILL IN 8 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
 4. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.
 5. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

PRESERVATIVE TREATMENT - (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	X
P2	WB	UC3B	
P3	XX	XXXX	

TREATMENT TYPE		USE CATEGORY	
WB = WATERBORNE	OT = OIL-BORNE	UC3B = ABOVE GROUND	EXPOSED
		UC4A = GROUND CONTACT	GENERAL USE
		UC4B = GROUND CONTACT	HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL RETAINERS**

SECTION: **911 - TREAD AND PRISM**

TYPICAL ID: **TRT**

REVISION DATE: **XX/XX/XX**

DRAWING NO.: **STD 911-03**

SHEET: **9** OF **19**

NO SCALE

White Rocks Trail System – 2024

EXISTING TRAIL RESTORATION

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
ETR-1	ALL	48 IN	12 IN	12 IN	OHV USE
ETR-2	B	24 IN	12 IN	12 IN	HIKING USE

NOTES:

- RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
- INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
- DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
- USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
- SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>EXISTING TRAIL RESTORATION</p> <p>SECTION: 911 - TREAD AND PRISM</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>TYPICAL ID: ETR</p> <p>NO SCALE</p>	<p>DRAWING NO.</p> <p>STD_911-30-01</p> <p>SHEET: 10 OF 19</p>
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CLEARING LIMITS - TREES AND LOGS

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS			* LEAVE TREES		CLEAR ZONE		STUMPS MAXIMUM HEIGHT (H)	HAZARD TREE REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS	
		DOWNHILL WIDTH (A)	UPHILL WIDTH (B)	CLEARING HEIGHT (C)	DISTANCE (FEET) (D)	DIAMETER (INCHES) (E)	DOWNHILL WIDTH (F)	UPHILL WIDTH (G)					MAXIMUM OBSTRUCTION HEIGHT (J)
CLT-1	C 1	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-2	C 2	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-3	C 2	10 FT	10 FT	10 FT	5 FT	10 IN	48 IN	48 IN	3 IN	9 IN	45 FT	D 1	OHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	X
C7	X	X

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDEGRADED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>CLEARING LIMITS-TREES AND LOGS</p> <p>SECTION: 912 - CLEARING LIMITS</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>TYPICAL ID: CLT</p> <p>NO SCALE</p>	<p>DRAWING NO.</p> <p>STD_912-01</p> <p>SHEET: 11 OF 19</p>
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White Rocks Trail System – 2024

CLEARING LIMITS - BRUSHING

TYPICAL ID	CLEARING METHOD	BRUSHING LIMITS			MOWING LIMITS		DISPOSAL METHOD	COMMENTS
		UPHILL WIDTH (J)	DOWNHILL WIDTH (K)	CLEARING HEIGHT (L)	UPHILL WIDTH (M)	DOWNHILL WIDTH (N)		
CLB-1	C 9/10	5 FT	5 FT	8 FT	24 IN	24 IN	D 1	HIKING USE
CLB-2	C 9/10	10 FT	10 FT	10 FT	48 IN	48 IN	D 1	DHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C9	BRUSHING	X
C10	MOWING	
C11	X	

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

NOTE:
SEE SHEET STD_912-01 FOR CLEAR ZONE LIMITS

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME CLEARING LIMITS - BRUSHING</p> <p>SECTION 912 - CLEARING LIMITS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>
		<p>TYPICAL ID CLB</p>	<p>DRAWING NO. STD_912-02</p> <p>SHEET 12 of 19</p>

SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER UPHILL	SHOULDER DOWNHILL	GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
						TYPE	DEPTH	TYPE	DEPTH	
TSS-1	B	24 IN	12 IN	12 IN	YES	B 1	6	S 2	6 IN	HIKING USE—GEOTEXTILE—NON—WOVEN
TSS-2	A	18 IN	6 IN	6 IN	NA	B 1	6	S 2	6 IN	MOUNTAIN BIKE USE
TSS-3	C	48 IN	12 IN	12 IN	NA	B 1	6	S 2	6 IN	OHV USE

N/A WHEN NOT APPLICABLE

A OUTSLOPED SECTION

BASE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRULIN	3" MINUS	NATIVE MATERIAL SOURCE
B2	AGGREGATE	X	
B3	X	X	

SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRULIN	X	X
S2	AGGREGATE	3" MINUS	COMMERCIAL SOURCE
S3	CLAY	X	
S4	WOODCHIPS	X	
S5	X	X	

B EXCAVATED SECTION

NOTE:
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.

C RAISED SECTION

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME TYPICAL SURFACING SECTIONS</p> <p>SECTION 913 - SURFACING</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>
		<p>TYPICAL ID TSS</p>	<p>DRAWING NO. STD_913-01</p> <p>SHEET 13 of 19</p>

White Rocks Trail System – 2024

ROCK FOUNDATIONS

TYPICAL ID	SECTION TYPE	GEOTEXTILE TYPE	FOUNDATION		RETAINER*		COMMENTS
			DEPTH	WIDTH	IN-FILL MATERIAL TYPE	TYPE	
RKF-1	C	G1	12 INCH	36 IN	FM3	R30	X

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

A EXCAVATED SECTION

B RAISED SECTION

C RETAINER SECTION

NOTE:

- REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- OVERLAP GEOTEXTILE A MINIMUM OF 12 INCHES AT CENTER AND AT ENDS.
- A 6 INCH MINIMUM COVER IS REQUIRED OVER ALL GEOTEXTILE AND GEDCELL FOUNDATIONS.

GEOTEXTILE TYPE

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	X
G2	WOVEN	
G3	X	

TYPE	MATERIAL	ROCK SIZE	GRADATION %	COMMENTS
FM1	AGGREGATE	1 INCH MINUS	X	
FM2	COARSE AGGREGATE	3 INCH MINUS	X	
FM3	ROCK	3 TO 6 INCH	X	GABION ROCK
FM4	ROCK	4 TO 8 INCH	X	
FM5	HEAVY ROCK	8 INCH PLUS	X	
FM6	X	X	X	

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

ROCK FOUNDATIONS

SECTION: **918 - FOUNDATIONS**

TYPICAL ID: **RKF**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_918-10-01

SHEET **14** OF **19**

STANDARD CULVERT

TYPICAL ID	GEOTEXTILE TYPE	BEDDING		CULVERT		RETAINER*		COMMENTS
		TYPE	TYPE	MITERING (A) (B)	TYPE			
SCV-1	NA	B1	C2	NA	NA	R20		

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

END VIEW

ELEVATION VIEW

CULVERT TYPE

TYPE	MATERIAL	COMMENTS
C1	CMP - GALV	X
C2	HDPE	
C3	PLASTIC	
C4	ALUMINUM	
C5	CONCRETE	
C6	X	

NOTE:

- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

BEDDING MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN	3" MINUS	NATIVE MATERIAL
B2	AGGREGATE	X	
B3	X	X	

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

STANDARD CULVERT

SECTION: **921 - CULVERTS**

TYPICAL ID: **SCV**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_921-10-01

SHEET **15** OF **19**

White Rocks Trail System – 2024

DRAIN DIP SECTION

TYPICAL ID	DRAIN DIP TYPE	GEOTEXTILE TYPE	SKEW	SURFACE COURSE		ROCK SPILLWAY	COMMENTS
				TYPE	DEPTH		
DD1-1	DD1	NA	30 DEG	S 1	6 IN	NA	

N/A WHEN NOT APPLICABLE
 **FOR ROCK SPILLWAY SEE SHEET STD_923-10-01

NOTES:
 1. DRAIN DIPS WILL BE STAKED IN THE FIELD.
 2. ROCK SPILLWAY SLOPE SHALL BE THE SAME AS THE CONSTRUCTED FILL SLOPE.

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	
G2	WOVEN	
G3		

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITBLIN	1" MINUS	NATIVE MATERIAL
S2	AGGREGATE	X	
S3	X	X	

DRAIN DIP TYPE	% PROFILE GRADE	L1	L2	L3	(+)	(-)
DD1	0 TO 4	20 FT	10 FT	20 FT	12 IN	NA
DD2	5 TO 6					
DD3	7 TO 8					
DD4	9 TO 10					
DD5	X					

OVER 10% NOT RECOMMENDED
 H = Q OF TREAD

SHEET 1 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>DRAIN DIP</p> <p>SECTION: 927 - DRAIN DIPS</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO.</p> <p>STD_927-10-01</p> <p>SHEET 16 OF 19</p>
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SECTION A-A

SECTION B-B
TYPICAL CUT SECTION

SECTION B-B
TYPICAL FILL SECTION

SHEET 2 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>DRAIN DIP DETAILS</p> <p>SECTION: 927 - DRAIN DIPS</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO.</p> <p>STD_927-10-02</p> <p>SHEET 17 OF 19</p>
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White Rocks Trail System – 2024

REASSURANCE MARKER

TYPICAL ID	REASSURANCE MARKER TYPE	BLAZE(R)		SUPPORT			COMMENTS
		LOCATION	LOCATION	TYPE	SIZE	QUANTITY	
RSM-1	TB-1	R	BOTH	TR	NA	NA	HIKING USE—EVERY 200 FT
RSM-2	TB-2	R	BOTH	TR	NA	NA	OHV USE—EVERY 500 FT

REASSURANCE MARKER LOCATION ON TRAIL

L	LEFT SIDE
R	RIGHT SIDE
BOTH	BOTH SIDES

BLAZE(R) LOCATION ON SUPPORT

FR	FRONT SIDE
BA	BACK SIDE
BOTH	BOTH SIDES

SUPPORT TYPE

TR	TREE
WP	WOOD POST
SP	STEEL POST
FP	FLEXIBLE POST

TB-1 MANUFACTURED BLAZER

TB-2 MANUFACTURED BLAZER

NOTES:

- REFER TO "EM-7100-15 SIGN AND POSTER GUIDELINES, FOR THE "FS" FOR SIGN SPECIFICATIONS, MATERIALS, AND PLACEMENT.
- CUT BLAZE NO DEEPER THAN NECESSARY FOR CLEAR VISIBILITY. CUT ON BOTH SIDES, VISIBLE FROM BOTH DIRECTIONS.
- REFER TO EM 7100-15 FOR BLAZER COLOR.

TYPICAL CUT BLAZE (P) **TYPICAL MANUFACTURED BLAZER (Q)**

PAINTED AND SCRIBED BLAZES NOT SHOWN FOR CLARITY

* MINIMUM MOUNTING HEIGHT FOR HIKER/PEDESTRIAN, PACK AND SADDLE, BICYCLE AND OHV.

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION
YOUR PROJECT NAME
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME
REASSURANCE MARKERS

SECTION
953 - REASSURANCE MARKERS

TYPICAL ID
RSM

REVISION DATE
XX/XX/XX

NO SCALE

DRAWING NO.
STD 953-01

SHEET
18 of 19

APPLICATION OF SEED, FERTILIZER & MULCH

NOTE: CONTRACTOR SHALL SEED, FERTILIZE AND MULCH ANY DISTURBED AREA THAT WAS CAUSED BY CONTRACTORS OPERATION, OUTSIDE SEEDING, FERTILIZING AND MULCHING LIMITS. THIS WORK SHALL BE INCIDENTAL TO SEEDING, FERTILIZING AND MULCHING.

TYPICAL ID	APPLICATION TYPE	SEEDING TYPE	FERTILIZING TYPE	MULCHING TYPE	APPLICATION SEASON	APPLICATION METHOD	TOTAL NO. APPLICATIONS
SMF-1	A	S 1	NA	NA	FALL	H	1

APPLICATION METHOD: H = HAND SPREAD M = MECHANICAL SPREAD

SEEDING TYPE	SPECIES OR SEED MIXTURE	PURITY	GERMINATION	APPLICATION RATE (LB/ACRE)	WEED CONTENT	CROP SEEDS	INERT MATTER	ORIGIN
S1	NATIVE	95 %	95 %	1 LB/ACRE	>0.1%	25 %	75 %	COMM
S2								
S3								
S4								
S5								
S6								

ALL SEED TO BE CERTIFIED WEED FREE

FERTILIZING TYPE	APPLICATION RATE (LB/ACRE)	NUTRIENT			NO. OF APPLICATIONS
		NITROGEN, N	PHOSPHORUS P2O5	POTASSIUM	
F1	X	X %	X %	X %	X
F2					
F3					

MULCHING TYPE	TYPE	APPLICATION RATE (TONS/ACRE)
M1	X	X
M2		
M3		

ALL MULCHING MATERIAL TO BE CERTIFIED WEED FREE

APPLICATION TYPE

A SEEDING **D** SEEDING AND FERTILIZING

B SEEDING & MULCHING **E** MULCHING

C SEEDING, FERTILIZING AND MULCHING **F** EROSION CONTROL BLANKET

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION
YOUR PROJECT NAME
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME
SEEDING, FERTILIZING AND MULCHING

SECTION
961 - SEEDING, FERTILIZING AND MULCHING SMF

TYPICAL ID
SMF

REVISION DATE
XX/XX/XX

NOT TO SCALE

DRAWING NO.
STD 961-01

SHEET
19 of 19

BID TAB					
28-Mar-24					
White Rocks Trail System					
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>White Rocks Trails</u>		
		N/A			
Highpoint Siteworks, LLC			\$ 24,160.00		
Benchmark Trails, LLC			\$ 44,038.44		
AusCar X, LLC			\$ 53,660.00		
K4 Trails			\$ 34,254.00		
Staff Present:					
Kevin Kuchenbecker					
Jessicca McKeown					
Justin Lux					
Randy Adler					
Also Present:					
Kevin Wagner					
Kevin Forrester					
Eric Hennemen					

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Tuesday, April 9, 2024, to complete the “**Whitewood Creek – Bid Package 2 (Sites 1A & 1B)**” for the City of Deadwood. A pre-bid conference is scheduled March 26, 2024, 2:00 p.m., City Hall, 102 Sherman Street, Deadwood, South Dakota. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 15, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids will be sealed and marked **Whitewood Creek – Bid Package 2**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 4th day of March 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 12, 2024 and March 19, 2024

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

City of Deadwood - BID TAB						
Tuesday, April 9, 2024						
Whitewood Creek Restoration-Bid Pkg 2						
	<u>Bid Bond</u>	<u>Base Bid, Site 1A</u>	<u>Base Bid, Site 1B</u>	<u>Base Bid Overall</u>	<u>Bid Alternate #1</u>	<u>Bid Guarantee</u>
Engineers Estimate		\$ 310,000.00	\$ 765,000.00	\$ 1,075,000.00	\$ 250,000.00	\$ 107,500.00
Contractor						
Complete Concrete	X	\$ 449,300.00	\$1,192,123.00	\$1,641,423.00	\$ 131,000.00	\$ 164,142.30
RCS Construction, Inc.	X	\$ 934,355.00	\$1,897,334.00	\$2,831,689.00	\$ 154,235.00	\$ 283,168.90
Staff Present:						
Kevin Kuchenbecker						
Jessica McKeown						
Justin Lux						
Randy Adler						
Lornie Stalder						
Also Present:						
Rob Danielson, Complete Concrete						
Derek Nisly, RCS Construction						

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on April 10, 2024, for elevator Modernization/Cab-Entrance Replacement. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 15, 2024 at the City Commission meeting at 102 Sherman Street, Deadwood, SD.

Plans and specifications for the project as well as appointment for walk through may be obtained by calling 605-722-2082, Justin Lux, Parking and Transportation Director, 108 Sherman Street, Deadwood, SD 57732.

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

Bids will be sealed and marked **ELEVATOR-Broadway Parking Ramp**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

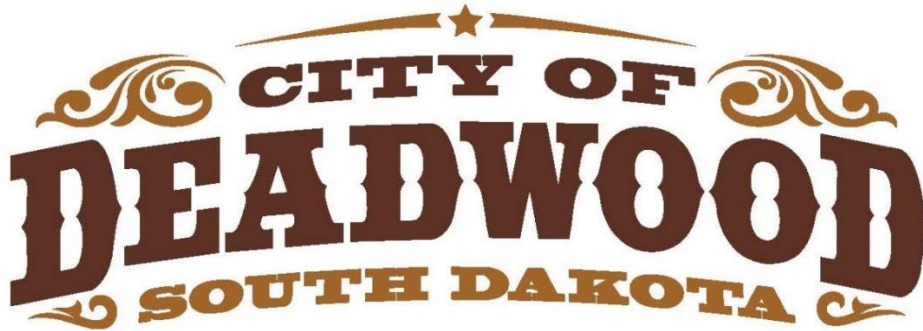
Dated this 18th day of March, 2024

Jessicca McKeown
Finance Officer

Publish Black Hills Pioneer: March 21 and 28, 2024.

For any notice that is published twice:

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



**Request for Bids
For Elevator Modernization/ Cab-Entrance
Replacement - 2024**

Broadway Parking Structure Passenger Elevator

**BID OPENING:
April 10, 2024-----2:00 P.M.**

**SINGLE POINT OF CONTACT AND PROJECT POINT
OF CONTACT**

**Justin Lux
Parking & Transportation
(605) 578-2082
justin@cityofdeadwood.com**

Request for Bids For Elevator Modernization/ Cab-Entrance Replacement

Broadway Parking Structure Passenger Elevator

Introduction

The City of Deadwood (COD) in Deadwood, South Dakota is requesting proposals for the modernization and cab-entrance replacement of a passenger elevator located in the Broadway Parking Structure at 630 Broadway Avenue, Deadwood, South Dakota 57732.

Background

The Broadway Parking Structure was constructed in 1996. It has four levels serviced by three sets of stairs. It is serviced by one elevator on the northeast corner of the structure. It is a cement structure with a brick veneer. The Broadway Parking Structure facilitates parking for approximately 90,000 vehicles annually.

This RFP is divided into the following sections:

Introduction

Background

Call for Bids

General Provisions

Bid Form

General Specifications

Original Design Documents

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Call for Bids

Each bid shall be submitted on the bid form in this packet with required appendices. The following elements must be included in each bid:

1. Qualified individuals or firms are invited to submit their bid in writing to the Single Point of Contact (SPOC) for this solicitation:

Contact: Justin Lux
 City of Deadwood
 Parking & Transportation
 Address: Director
 108 Sherman St
 Phone: Deadwood SD 57732
 Email: 605-578-2082
justin@cityofdeadwood.com

Please address the bid to the SPOC above and title your email as: ***RFB Response – Broadway Ramp Elevator Modernization/Cab-Entrance Replacement***

2. Bids must be received to the COD by the 2:00 pm on April 10, 2024 specified.
3. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided
4. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
5. A Bid that is in the possession of the COD may be altered, provided it is received prior to the time and date of the bid opening. It is the bidder's responsibility to confirm receipt of this alteration by the SPOC.
6. A Bid that is in the possession of the SPOC may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
7. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
8. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
9. Payments will be made monthly for completed progress for that period.
10. Final payment will be made after the acceptance of all work.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

- 11. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall assume forfeiture of the bid bond.

- 12. COD hereby notifies all prospective bidders that COD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. COD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.

- 13. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from the SPOC and will be shared with all prospective bidders according to the Project Timeline and Schedule.

Project Timeline and Schedule:

March 18, 2024	Advertise Bids
April 1, 2024	Deadline for request for clarifications/questions
April 10, 2024	Bid submission deadline
April 15, 2024	Anticipated award announcement
May 6, 2024	Contract signed
May 7, 2024	Notice to Proceed
September 30, 2024	Substantial Completion

General Provisions: Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement

1. LICENSES, PERMITS AND TAXES:

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. LAWS TO BE OBSERVED:

The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify COD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

3. CONTRACTOR'S INSURANCE:

- a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by COD. Approval of the insurance by COD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with COD, verifying each type of coverage required including a certificate of insurance specifically naming COD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to COD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
- ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

- iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an Official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
 - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to COD.
 - vii. COD May Insure for Contractor. In case of the breach of any provision of this Section, COD may, at COD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as COD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. **COD's right to reject:** COD reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
- c. **COD's right to contact insurer:** COD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- i. Exclusions endorsed;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit;
 - iii. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 1. Retroactive dates;
 2. Extended reporting periods or tails; and

3. Any applicable deductibles.

4. PRE-BID MEETING:

Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. A Pre-bid Site Walkthrough is not planned; however, additional information can be requested via email from SPOC and will be shared with all prospective bidders according to the Project Timeline and Schedule.

5. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed and shall be completed by September 30, 2024. Concept of the work is to start within and conveyed to COD and to progress without interruption until the job is complete.

6. EXTRA WORK:

In consultation with the COD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.

7. BASIS OF AWARD:

Right of Rejection: COD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, COD may consider the qualifications, responsibilities, and experience of the Bidders.

Additional Information: COD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to COD's satisfaction within the prescribed time.

Partial Award: COD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by COD or the bidder, COD may accept any item or groups of items in the Bid as may be in the best interest of COD. If the contract is to be awarded, it will be awarded to the bidder whose evaluation by COD indicates to COD that the award will be in the best interest of COD.

8. TERMINATION:

The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.

9. WARRANTY PERIOD:

If COD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to COD and in accordance with COD's written instructions, either correct such defective work or, if it has been rejected by COD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, COD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to COD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the COD.

10. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless COD, the and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

11. PROJECT SUPERVISION:

COD will provide oversight and coordination of the trail building project. COD will regularly inspect to ensure completed work meets all requirements set forth.

Bid From

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilized and perform all work necessary for the **Broadway Elevator Modernization/ Cab-Entrance Replacement – 2024** for considerations in the following amount \$_____. This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing Broadway Elevator Modernization/ Cab-Entrance Replacement – 2024, as further outlined in this bid document, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by COD, as provided in the General Provisions, General Specifications, or Individual Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, COD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be from receipt of the notice to proceed to September 30th, 2024 with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the COD. The elevator shall be operational during the following special event dates: June 13-15, 2024, July 4, 2024, July 21-27, 2024, August 2-11, 2024, August 22-24, 2024.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of COD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. COD hereby reserves the right to accept and make use of any portion of

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

said facilities before completion of the entire work without invalidating the contract, binding COD and accept the remainder of the work or any portion thereof, whether completed or not. COD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.

5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of COD they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this Bid is delivered to this bidder within Thirty (30) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bid Form (cont.)

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines and requirements.

2. GENERAL INFORMATION:

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature & Title _____
(Date)

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other _____

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Bid Form (cont.)

If Bidder is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

Bid Form (cont.)

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous passenger elevator construction or improvement projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing and improving passenger elevators?
 Yes No

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

 (Name and Title)

 (Date)

End Bid Form

General Specifications

The passenger elevator for this Request for Proposal (RFP) is in the Broadway Parking Structure in the City of Deadwood, South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper modernization/ Cab-Entrance Replacement associated with the project. This contract is for the mobilization and work.

Section 1: General Requirements

1.1 Project Location - The work is in the northeast corner of the Broadway Parking Structure at 630 Broadway Avenue in the City of Deadwood SD. There are no restrictions on access.

1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, a full replacement and upgrade to the power unit, controller, car, and hall stations (“fixtures”), traveling cable, door operator, hoistway wiring, oil replacement, entrance frames, cab replacement and other miscellaneous upgrades. Monthly invoices may be submitted to COD. COD will monitor the progress of the project regularly. The original equipment manuals are available from the COD.

1.3 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to the COD. The following submittals will be required for this project:

- a. Proposed Construction Schedule and Bid Forms.

1.4 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component, or any other item to be incorporated in the work, “Alt-Adds” included.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by the COD. Materials furnished by the Contractor shall be of the type and quality described in these specifications. The COD’s determination as to whether substitution will be permitted will be final and conclusive.

1.5 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

1.6 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of COD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.

1.7 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY COD, shall be completed by the Contractor at their expense, within a time frame agreed upon by COD. All manufacturer warranties shall be transferred to COD.

Section 2: Construction Guidelines

General - Contractor will complete the Broadway Ramp Elevator Modernization/Cab-Entrance Replacement in a manner that ensures passenger safety, is code compliant, meets accessibility Standards, has reliable performance, and improved aesthetics. All materials and work must be compatible with the existing infrastructure. The original design documents are attached. Full-size renderings are available at Deadwood City Hall for review.

Section 3: Detailed Guidelines for Construction

The Contractor will furnish and install the labor, materials, tools and supervision to perform a full replacement and upgrade to the power unit, controller, car, and hall stations (“fixtures”), traveling cable, door operator, hoistway wiring, oil replacement, entrance frames, cab replacement and aesthetic upgrades. The materials and work must be compatible with the existing infrastructure to be kept. The table below lists the current equipment.

DESCRIPTION	VENDOR NAME	JOB/PART #
CAB	MEI	MHP-2847-C
FIXTURES	ADAMS	3903396
JACK	UNITED ELEVATOR	
CONTROLLER	VERTITRON	J98-0263
DOOR PROTECTION	JANUS	PANA FORTY
POWER UNIT	MEI	MHP-2847 SS-88-PU
MOTOR	CENTURY	40 HP
PUMP	IMO-SUBMERSIBLE	250G
VALVE	EECO	UV-5A6
SILENCER	W/M	2”

PLATFORM/SLING	MEI	MHP-2847-F1 & F2
ISOLATION PACKAGE	MEI	
LIMIT SWITCH PACKAGE	MEI	
SELECTOR PACKAGE	VMI	
RAIL GUIDES	ELPRO	36SRG

Section 4: Completion Requirements

4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.

4.2 General Comments:

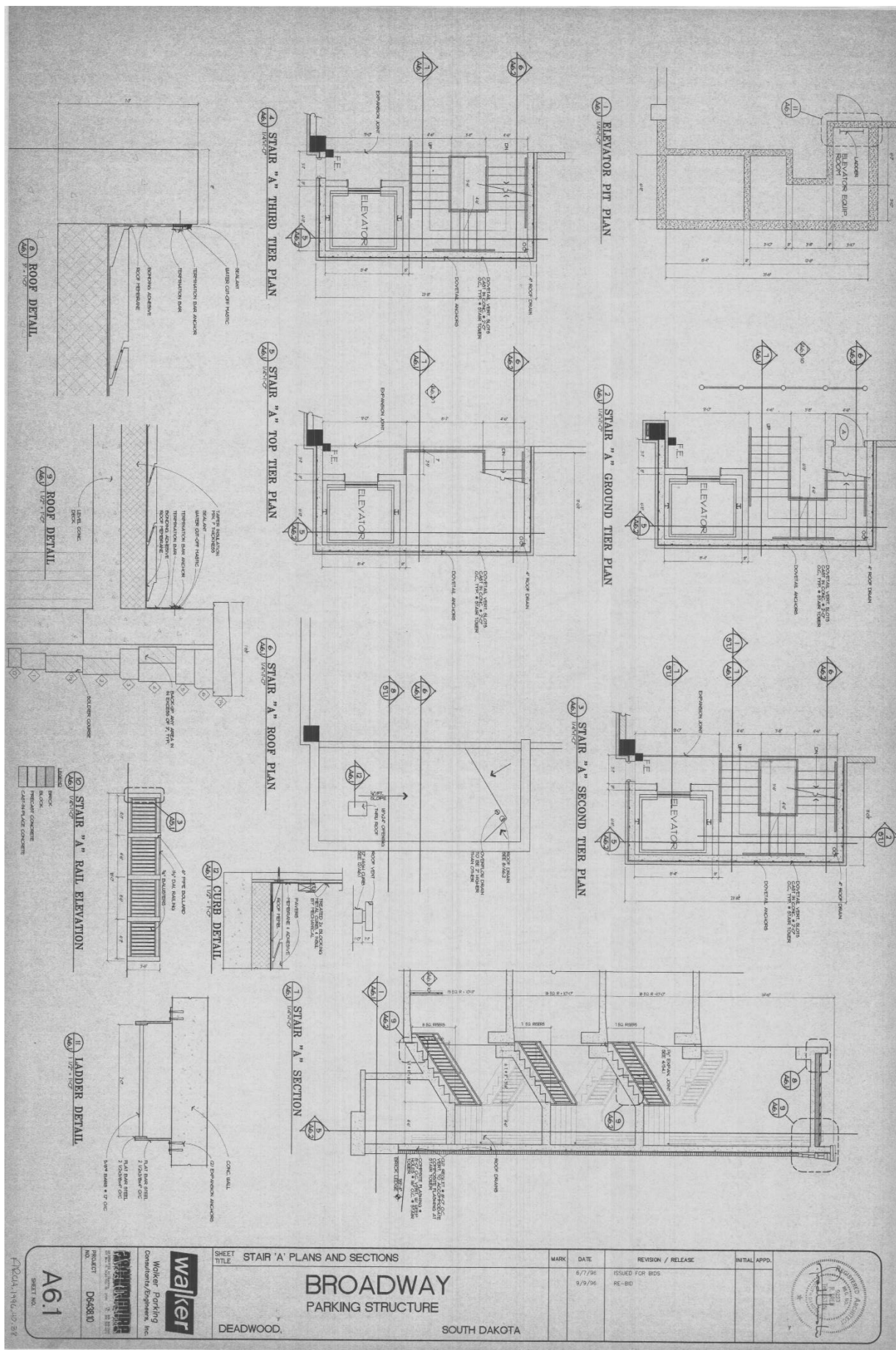
- 4.2.1** COD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to complete the entire project.
- 4.2.2** Contractors must have experience with passenger elevator modernization/Cab-Entrance Replacement consistent with the existing elevator at the Broadway Parking Structure.
- 4.2.3** Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
- 4.2.4** Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
- 4.2.5** Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
- 4.2.6** A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include COD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
- 4.2.7** The Contractor shall make every effort to verify the availability of

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by COD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by COD. Contractor must not assume that substitutions will be granted.

- 4.2.8** It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
- 4.2.9** Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
- 4.2.10** Contract Time. Said work may commence upon receipt of the Notice to Proceed. Concept of the work is to start and to progress without interruption until the job is complete.
- 4.2.11** The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. COD will not be held responsible for repair or replacement of item lost or stolen.

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



 Walker Parking Consultants/Engineers, Inc.	PROJECT: D543810 SHEET NO.: A61	SHEET TITLE: STAIR 'A' PLANS AND SECTIONS		MARK: 8/7/96 DATE: 9/9/96	REVISION / RELEASE: RE-BID	INITIAL APPD.	
		BROADWAY PARKING STRUCTURE					
DEADWOOD, SOUTH DAKOTA							

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

CLASSIFICATION: PASSENGER BOREHOLE JACK CAPACITY: 3500# CLASS: A

PARTS LIST

NO.	QTY	DESCRIPTION	UNIT	REVISIONS	DATE	BY	CHK
1	1	ALUMINUM TEE SHARP CEILING FRAME	1/2" X 1/2"	1			
2	1	ACRYLIC GLASS CEILING PANELS	1/2" X 1/2"	1			
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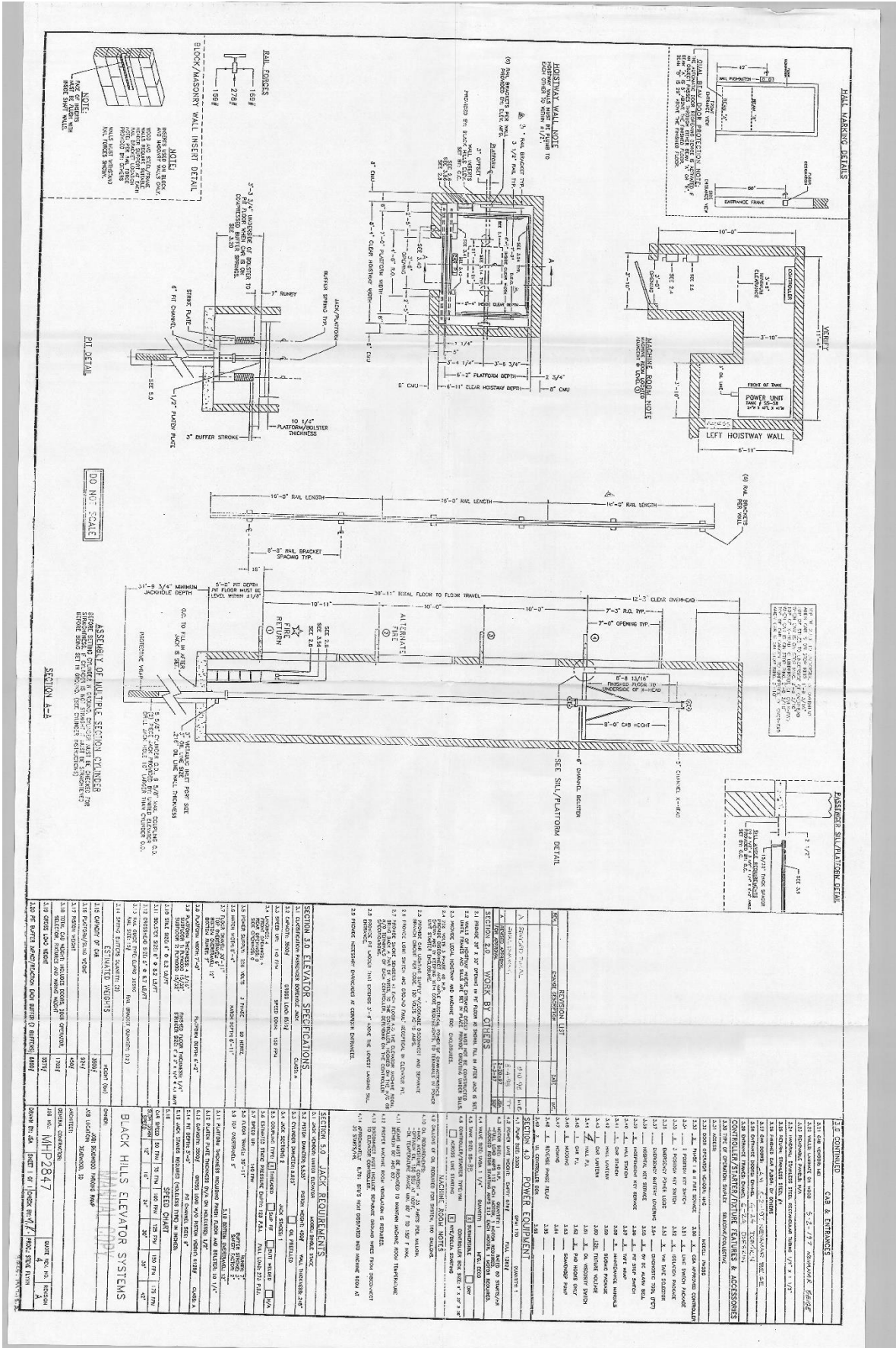
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BLACK HILLS ELEVATOR SYSTEMS

JOB LOCATION: WALK BEACON PARKING RAMP
 GENERAL CONTRACTOR: BECHTOLD, INC.
 ARCHITECT: BECHTOLD, INC.
 SIZE: D DRAWING NO. MHP2847C QUOTE REV. 4
 ISSUED BY: JAK CHECKED BY: JAK

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

MATERIAL LISTED BELOW IS FOR (1) SLING ASSEMBLY			
ITEM	MATERIAL	DESCRIPTION	QTY.
A	6" [@ 8.2 LB/FT X 10'-0"	STILE	2
B	1/4" X 4 X 10' FLAT	STILE GUSSET	4
C	6" [@ 8.2 LB/FT X 7'-4 1/2"	BOLSTER	2
D	5" [@ 6.7 LB/FT. X 7'-4 1/2"	X-HEAD	2
E	1/4" X 6" X 10' FLAT	STILE GUSSET	4

X-HEAD DETAIL

SEE DRILLING DIAGRAM

DRILLING DETAIL FOR X-HEAD (2) 1/2\"/>

FINISH REQUIREMENTS

Finish Color: Asm. Primer

QUALITY CONTROL

Per shop specifications checked against manufacturing components

Bolster length _____ Site length _____
 Bolster size _____ X-head size _____ Site size _____
 X-head length _____ Site length _____
 X-head size _____ Site size _____

FABRICATED BY: _____ DATE: _____

CHECKED AND MARKED BY: _____ DATE: _____

SLING FASTENER PACKAGE FOR (1) SLING ASSEMBLY

PART	QTY.	DESCRIPTION	ITEM
HHC5 5/8"-11 X 2" LG	16	BOLTS	C-B
HHC5 5/8"-11 X 3 1/2"	4	FLATS	D-B
HHC5 5/8"-11 X 2" LG	8	BEVEL 5/8" STD. SLEEVES	D-B
HHC5 5/8"-11 X 2" LG	8	LOCKS	D-B
HHC5 5/8"-11 X 2" LG	4	FLATS	D-B
HHC5 5/8"-11 X 2" LG	4	BEVEL 5/8" STD. SLEEVES	D-B
HHC5 5/8"-11 X 2" LG	4	LOCKS	D-B
HHC5 5/8"-11 X 2" LG	4	FLATS	D-B

SLING FASTENER PACKAGE FOR (1) SLING ASSEMBLY

PART	QTY.	DESCRIPTION	ITEM
5/8"-11 X 2" CSK	16	GUIDE TO SHEEPPLATE	D-B
5/8"-11 X 2" CSK	16	SHEEPPLATE TO X-HEAD	D-B

(1) SLING ASSEMBLY REQUIRED

BLACK HILLS ELEVATOR COMPANY

DRAWN BY: M.B. DATE: 8/6/98

APPROV BY: J.R. DATE: 1/1/32

TOLERANCES: PART NAME: SLING ASSEMBLY ± 1/32

JOB NO. DEAWOOD PARKING RAMP

SCALE: NONE PART NO. MHP2847-F1 RUN NO. #58

DRILLING DETAIL FOR X-HEAD (2) 1/2\"/>

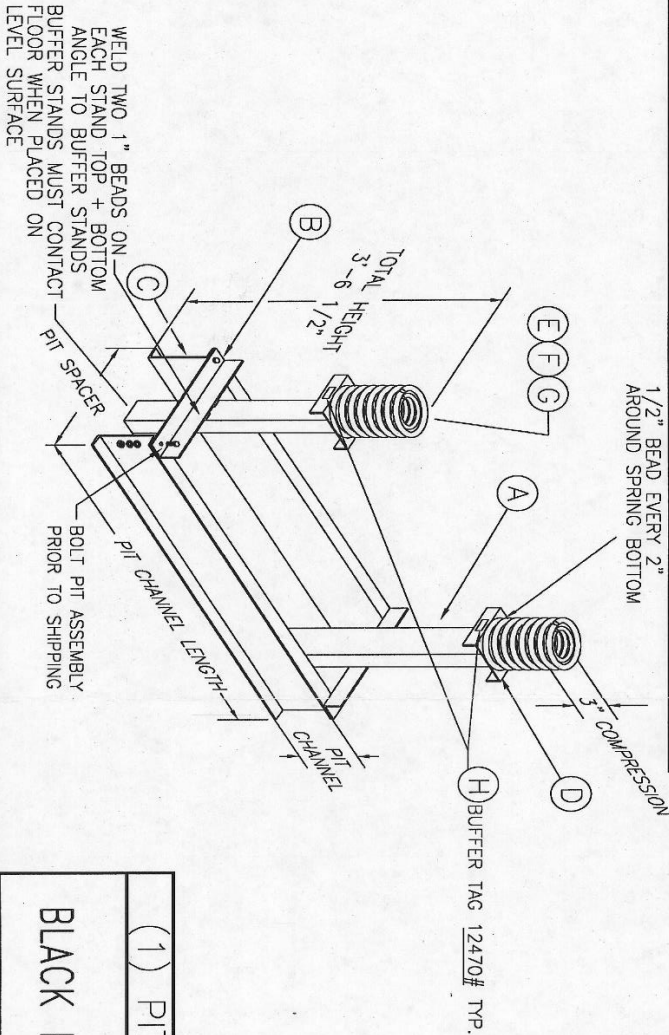
DRILLING DETAIL FOR MOUNTED GUSSETS

DRILLING DETAIL FOR MOUNTED GUSSETS

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

MATERIAL LISTED BELOW IS FOR (1) PIT ASSEMBLY

ITEM	PART NUMBER	PART DESCRIPTION	PART NAME	QTY.
A	120-4054	TUBE 4 x 2 x 11 GA. x 2'-8"	BUFFER STAND LENGTH	2
B	11X-XXXX	ANGLE -1'-2 15/16"	PIT CHANNEL SPACER	2
C	120-XXXX	CHANNEL 6" [@8.2# X 3'-6"	PIT CHANNELS	2
D	120-5067	CHANNEL 6" [@8.2# X 6"	BUFFER SEAT	2
E	711-0150	PIPE - BLK 1 1/2" SCHEDULE 40 X 7 5/16"	SPRING STOP PIPE	2
F	183-0005	SPRING - INNER D-5	BUFFER SPRING	2
G	183-0007	SPRING - OUTER D-5	BUFFER SPRING	2
H	099-1920	LABEL - BUFFER TAG	BUFFER TAG	2



PIT ASSEMBLY FASTENER PACKAGE FOR (1) PIT ASSEMBLY

PLT SHIP BOLTS	FLAT NUTS	HEX NUTS	COBRESTRUT NUTS	LOCK WASHERS	FLAT WASHERS	BEVEL	1/2" S/D GLIPS	5/8" S/D GLIPS	STEEL ANCHORS	DESCRIPTION	ITEM
XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	XXX-XXXX QTY = 4	PIT CH. SP. / PIT CHANNEL / PIT ASSEMBLY / JACK	B-C

(1) PIT ASSEMBLY REQUIRED

BLACK HILLS ELEVATOR COMPANY

FINISH REQUIREMENTS
 Finish Color: ARABIAN NIGHT Primer: _____

QUALITY CONTROL
 * Per print specifications checked against manufactured components
 CHECK IF CORRECT: _____ PIT ASSEMBLY

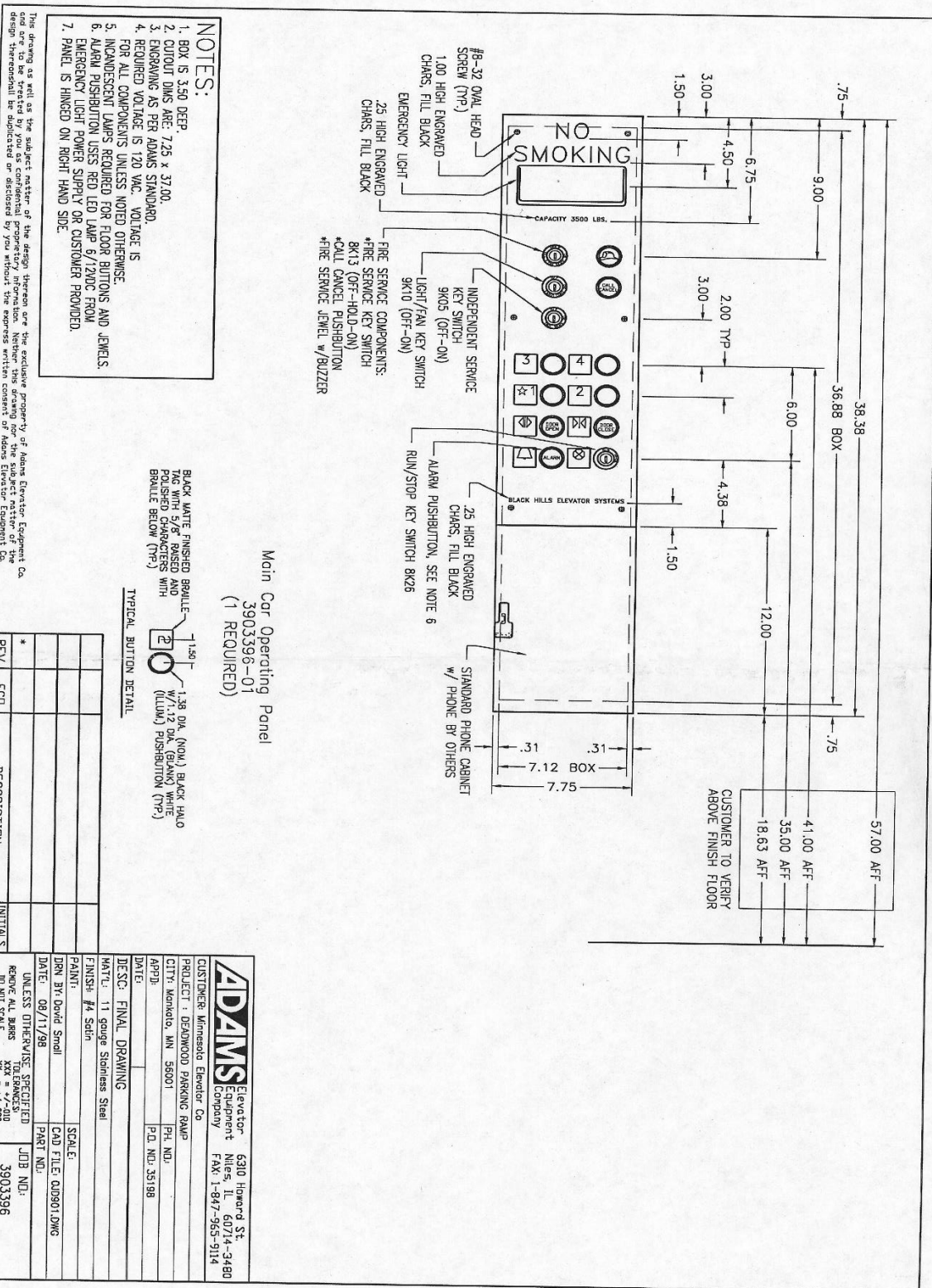
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 CHECKED AND MARKED BY: _____ DATE: _____

DRAWN BY: M.B. DATE: 8/7/98
 APPRV BY: *[Signature]* DATE: _____
 TOLERANCES: ±1/32
 SCALE: NONE
 PART NO. MHP2847-F3
 RUN #38

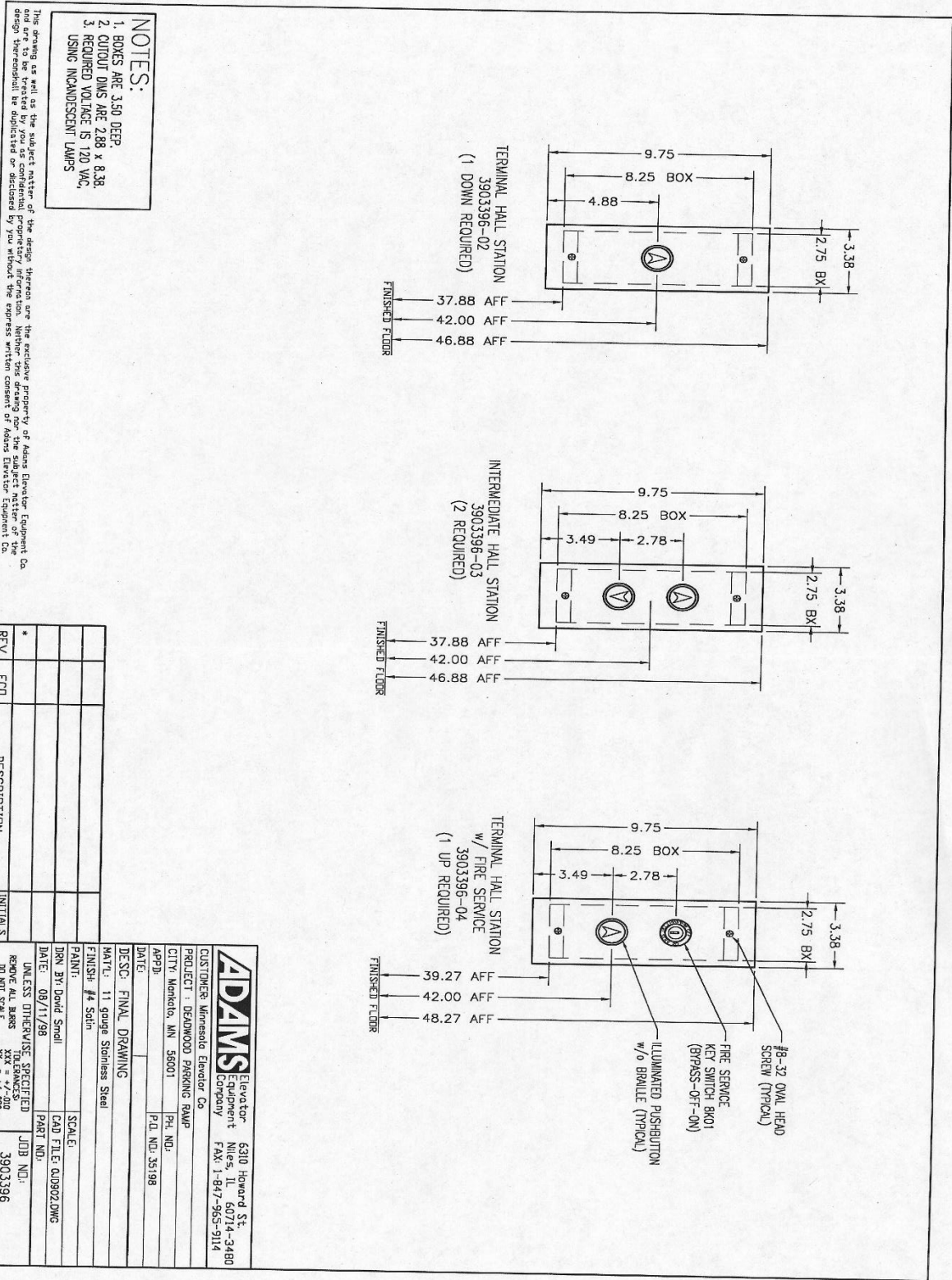
REV. ECO. DESCRIPTION OF CHANGE DATE
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A2474-1997.13.5

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



- NOTES:**
1. BOXES ARE 3.50 DEEP
 2. CUTOFF DIMS ARE 2.88 x 8.38
 3. REQUIRED VOLTAGE IS 120 VAC, USING INCANDESCENT LAMPS

This drawing as well as the subject matter of the design, drawings and the exclusive property of Adams Elevator Equipment Co. and are to be treated by you as confidential proprietary information. No part of this drawing shall be duplicated or disclosed by you without the express written consent of Adams Elevator Equipment Co.

REV.	ECD	DESCRIPTION	INITIALS	DATE
*				

ADAMS Elevator Equipment Company
6310 Howard St. Niles, IL 60714-3480
FAX: 1-847-965-9114

CUSTOMER: Minnesota Elevator Co.
PROJECT: DEANWOOD PARKING RAMP
CITY: Mankato, MN 56001
APPD: P.D. NO. 35198
DATE: 08/11/98
DESC: FINAL DRAWING
MATE: 11 gauge Stainless Steel
FINISH: #4 Solin
DWN BY: David Smol
DATE: 08/11/98
SCALE: CAD FILE: 020902.DWG
UNLESS OTHERWISE SPECIFIED REMOVE ALL BARS
DO NOT SCALE
XXX = +/- .000
XX = +/- .005
X = +/- .010
NO DIMS

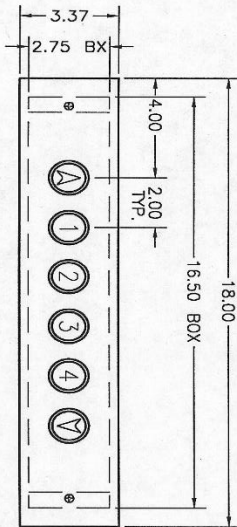
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H/224, 1P47, 13, 7

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024

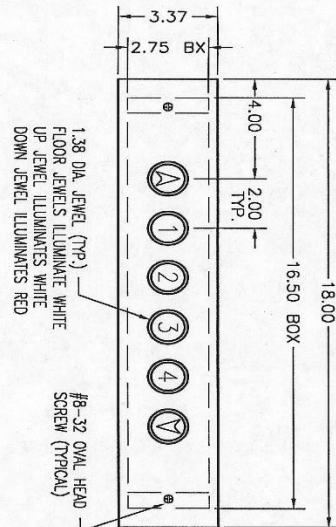
This drawing as well as the subject matter of the design thereon are the exclusive property of Adams Elevator Equipment Co. and are to be treated by you as confidential proprietary information. Neither this drawing nor the subject matter of the design thereon shall be duplicated or disclosed by you without the express written consent of Adams Elevator Equipment Co.

- NOTES:**
1. BOXES ARE 3.50 DEEP.
 2. CUTOUT DIMS FOR -05, -06 ARE 2.88 x 14.63
 3. REQUIRED VOLTAGE IS 120 VAC, USING INCANDESCENT LAMPS

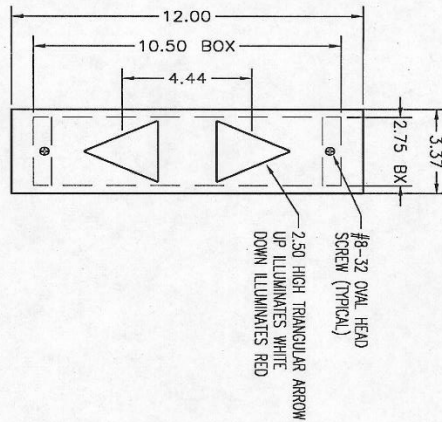
POSITION INDICATOR-CAR
3903396-06
(1 REQUIRED w/ PASSING TONE)



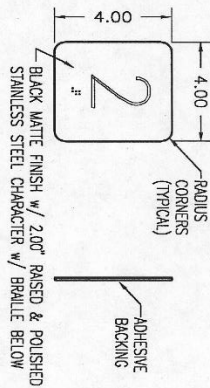
POSITION INDICATOR-HALL
3903396-05
(4 REQUIRED)



TRAVELING LANTERN
3903396-07
(1 REQ'D w/ CHIME)



DOOR JAMB PLATE
3903396-08
(8 REQ'D: 2 ea @ FLOORS #1,2,3,4)

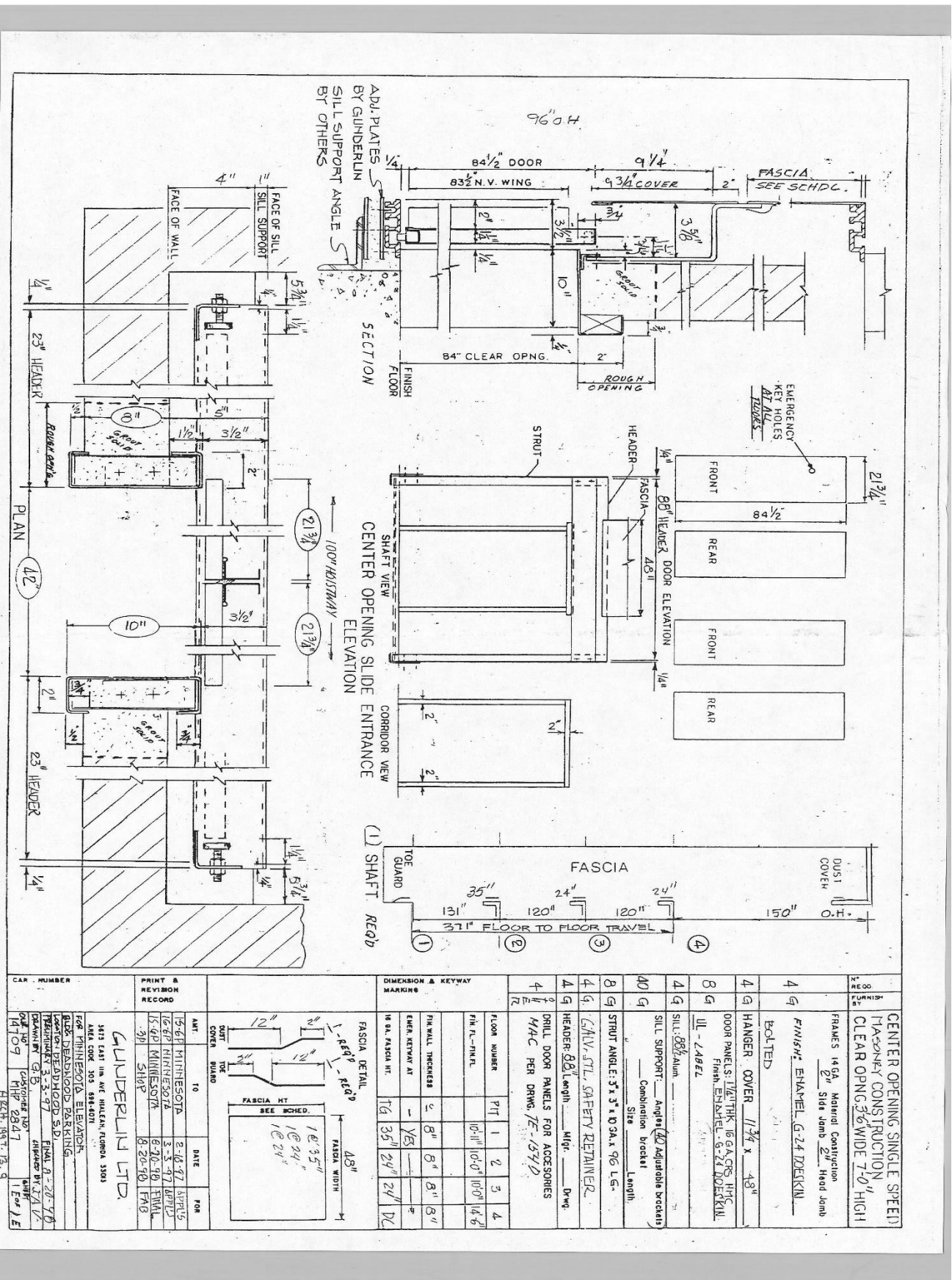


REV.	ECO	DESCRIPTION	INITIALS & DATE
*			

ADAMS Elevator Equipment Company		6310 Howard St. Mpls, IL 60714-3480 FAX 1-847-963-9114	
PROJECT : DEANWOOD PARKING RAMP		CITY: Mendota, MN 56001	
APPD:	DATE:	P.H. NO.:	P.D. NO.: 35198
DESC: FINAL DRAWING			
MATERIAL: 11 gauge Stainless Steel			
FINISH: #4 Satin		SCALE:	
PAINT:		CAB FILE: 00905.DWG	
DATE: 08/11/98		PART NO.:	
DRAWN BY: David Smoll		JOB NO.: 3903396	
UNLESS OTHERWISE SPECIFIED		SHT. 3 OF 3	
REMOVE ALL DIMS			
DO NOT SCALE			
TOLERANCES: XX = +/- .000			
XXX = +/- .005			
ANG = +/- 1 DEG			

ARCH. 1997. 13. 08

Broadway Ramp Elevator Modernization/ Cab-Entrance Replacement - 2024



BID TAB				
10-Apr-24				
Broadway Elevator Modernization/Cab-Entrance Replacement				
		<u>Broadway Elevator</u>		
<u>Contractor</u>	<u>Bid Bond</u>			
KONE, Inc.		\$ 538,000.00		
Staff Present:				
Justin Lux				
Misty Trehwella				
Lornie Stalder				
Trent Mohr				
Also Present:				
Chip Barker				

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, May 14, 2024, to complete the “**Welcome Center Trail Reconstruction**” for the City of Deadwood. A pre-bid meeting will be held on April 29, 2024, 2:00 p.m. in City Hall. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented May 20, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids will be sealed and marked **Welcome Center Trail Reconstruction**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 15th day of April 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: April 18, 2024 and April 23, 2024

For any notice that is published twice:

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

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on April 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Sunday, June 2, 2024: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 from 1:00 p.m. to 6:00 p.m.

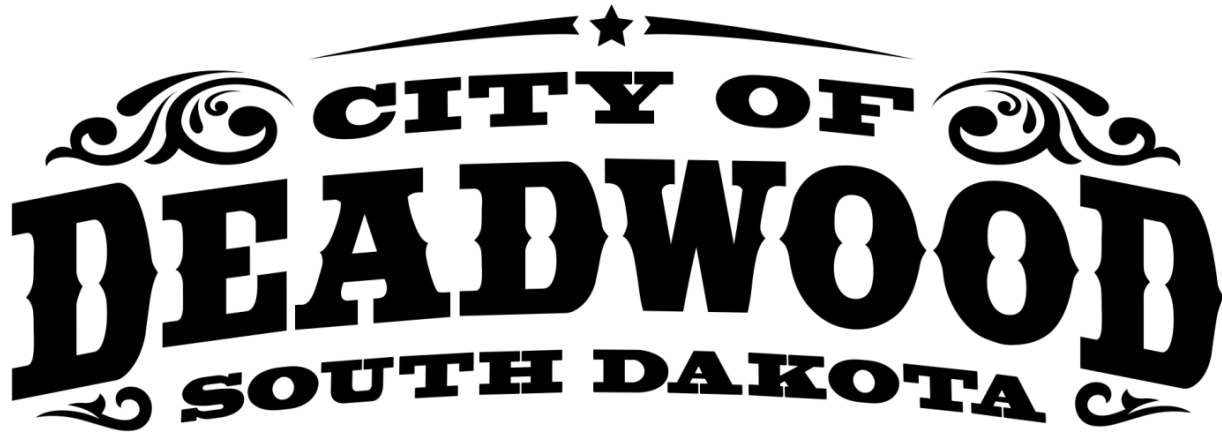
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer: April 4, 2024

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

Mickleson Trail Post Race Party June 2, 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Mickleson Trail Post Race Party June 2, 2024

Event Date(s): June 2, 2024 Total Anticipated Attendance: 300
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction June 2 Start time: 12 pm AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Sound Production company, band load

Dismantle Date: June 2 Completion time: 7 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: none

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

OPEN CONTAINER

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

Date: June 2, 2024 Times: 1 pm - 6 pm Zone: 4 only

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

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

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

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

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

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

Name: _____

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

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

This is the post race party for the Mickelson Trail Marathon participant and supporters.

The Outlaw Deck @Silverado will be pouring beer to the participants wearing their racing bibs

Badlands Security will be checking ID's and wristbanding those over 21, participants will be using Deadwood Chamber event cups.

Security gates will be place around the Square perimeter to keep all alchol within the Sq

Open Contain request for Zone 4(Outlaw Square) only.

Event will be from 2 to 5 pm with band performing.

Event will be from 2 to 5 pm with band performing

Shade tents will be place throughout the Square.

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

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

Number of trash cans: 8 Trash Containers w / lids: n/a

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

 Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Badlands security and OS staff will handle security

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

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: _____

NO YES

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

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

Number n/a Ambulance(s) – How provided? _____

Number n/a Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Residents and businesses will be notified through public hearing listings

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: variety

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 2 pm AM / PM – Finish Time: 5 pm AM / PM

Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: 1:30 pm AM / PM

Please describe the sound equipment that will be used for your event: _____
Sound production company will be used

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub Insurance
 Agent's Name: Chris Roberts
 Business Phone: (____) _____ Policy Number: _____ Policy Type: _____
 Address: 703 Main St Deadwood, SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Wade Morris Title: Director

 (Signature of Applicant/Sponsoring Organization) Date: _____

**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 15, 2024 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 7, and Saturday June 8, 2024: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

Use of Event Complex:

Request to waive event fees at the Event Complex on Monday, June 3 through Sunday, June 9, 2024 due to surcharge collection.

Fireworks Display

Requesting permission for fireworks display at 6:00 p.m. on Friday June 7 & Saturday June 8, 2024.

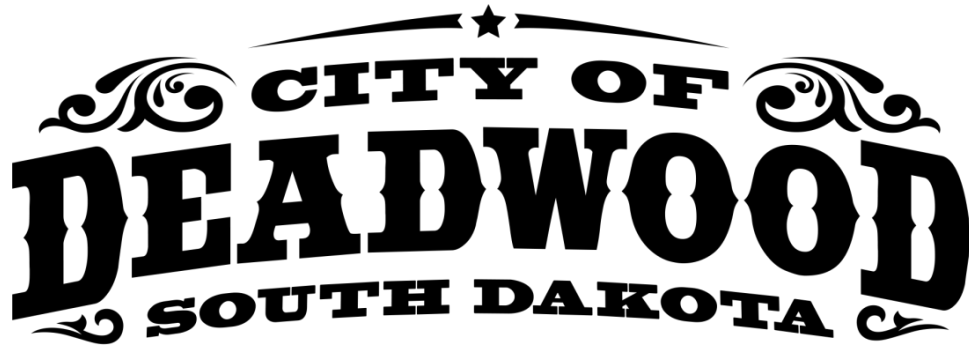
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: April 4, 2024

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



Event Complex Rental and Use Agreement

Event: Deadwood PBR

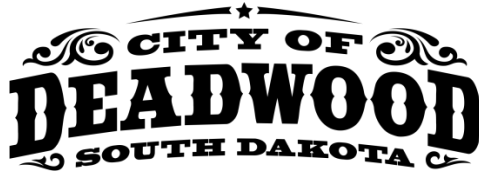
Date: June 7th and 8th 202

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

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

Email Address: alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): 06/03/24 - 06/07/24 Hour(s): 10:00

Event Date(s): 06/07/24 and 06/08/24 Hour(s): 7:00-10:00

Clean-up Date(s): 06/09/24 Hour(s): 8:00-5:00

Approximate number of people who will attend: 5000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: 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: Greg Nelson Title: _____
 Phone: (605) 580-1263 Representing: _____

Name: Fritz Carlson Title: _____
 Phone: (605) 210-1780 Representing: Bad Lands Security

Name: Desiree Libby Title: _____
 Phone: (406) 291-2253 Representing: Libby Productions

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities	\$ <u>Sur Charge</u> <input type="checkbox"/>	Key Deposit \$ <u>100.00</u>
Baseball Fields	\$ _____ <input type="checkbox"/>	Damage Deposit \$ <u>2500.00</u>
Parking Lots	\$ <u>1000.00</u> <input type="checkbox"/>	Total Deposits \$ <u>2500.00</u>
Cleaning/Trash Removal	\$ <u>500.00</u> <input type="checkbox"/>	
Streaming	\$ <u>250.00</u> <input type="checkbox"/>	
Total Fees	\$ <u>0</u>	

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

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: *Adam Libby* Date: 03/04/24

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 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials 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 removal of trash and placing in a dedicated area. All trash must be bagged.

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

Initials 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

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

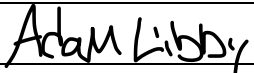
User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: 

Date: 03/04/24

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 night of bull riding, 30 bull rides on Friday and 40 bull rides on Saturday.

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

There will be an adequate amount of production personnel an emergency response team and a 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 of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials 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 Parks, Recreations and Events Director for determination: 605-578-2082.

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 risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials 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 of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials AL

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

Initials 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 full 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: Adam Libby Date: 03/04/24

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:

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

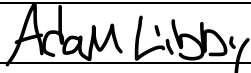
City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Libby Productions LLC
 Name: Adam Libby Title: Owner
 Signature:  Date: 03/04/24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

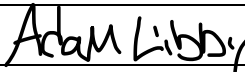
Additional Notes:

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

I have read and understand these rules.

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

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 LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

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 LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby

Dates/Times Alcohol will be served: _____

Business name who will be serving: Saloon 10

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials 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 LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

Event Complex Sign and Banner Policy

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

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

Organization: Libby Productions LLC
 Name: Adam Libby Title: Owner
 Signature: *Adam Libby* Date: 03/04/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

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 LLC

Name: Adam Libby Title: Owner

Signature: *Adam Libby* Date: 03/04/24

Daytime Phone Number: (406) 885-1385

Date of your Event(s): 06/07/24 - 06/08/24 Group/Event Name: Deadwood PBR

**NOTICE OF PUBLIC HEARING
FOR NAJA SHRINERS PERFORMANCES
USER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on April 15, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Event Complex:

Request to waive event fees at the Event Complex for NAJA Shrine Circus on Friday, June 21 and Saturday, June 22, 2024.

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.

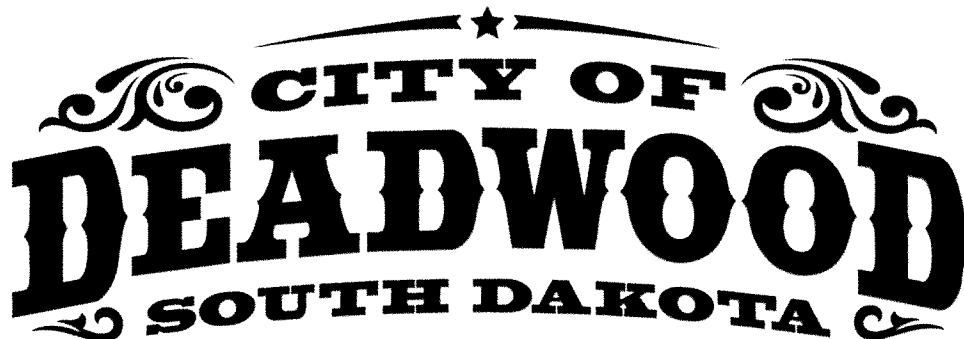
Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 4, 2024

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

NAJA Shrine Circus

Event: 6-22-24

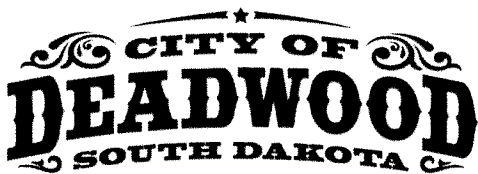
Date: _____

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

Contact Information:

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shrine Circus

Mailing Address: 4091 Sturgis Rd

City, State Zip: Rapid City, SD 57702

Business Phone: 605-642-3402 Cell Phone: _____

Email Address: finance@najashrinecircus.com

Dates Event Complex requested:

Set up Date(s): 6-21-24 Hour(s): _____

Event Date(s): 6-22-24 Hour(s): _____

Clean-up Date(s): 6-22-24 Hour(s): _____

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

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: Kip Wagner Title: Circus chairman
 Phone: 605-206-6393 Representing: NAJA

Name: Jeff Schroeden Title: Past Potentate
 Phone: 605-591-9777 Representing: NAJA

Name: David R Ruth JR Title: Circus CFO
 Phone: 605-920-1192 Representing: NAJA

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Request to Waive Complex Fees

Refundable Deposits

Event Complex Facilities \$ _____

Baseball Fields \$ _____

Parking Lots \$ _____

Cleaning/Trash Removal \$ _____

Streaming \$ _____

Total Fees \$ 0

Key Deposit \$ 100

Damage Deposit \$ 500

Total Deposits \$ 600

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

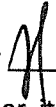
Organization: MAJIA SHRINERS

Name: Jeff Schroeder Title: Past Potentate


Signature: [Handwritten Signature] Date: 3-4-24

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 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials 


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

Initials 

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

Initials 

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

Initials 

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

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

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

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 

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

Insurance and Liability

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: NAIA Shriners
Name: Jeff Schroeder Title: Past Potentiate
Signature: [Handwritten Signature] Date: 3-4-24

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):

Shrine Circus

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

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

Initials *AF*

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

Participant Release and Indemnification required? YES _____ NO _____

Initials *AF*

- 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 *AF*

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

Initials *AF*

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 *JS*

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

Initials *JS*

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

Initials *JS*

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 *JS*

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

Initials *JS*

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: *Naja Shriners*
Name: *Jeff Schroeder* Title: *Past Potentate*
Signature: *Jeff Schroeder* Date: *3-4-24*

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:

Shrine Circus

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

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

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

Name: Jeff Schroedel Date of Birth: 7-15-67
 Address: 804 W McClellan
Lead, SD, 57754
 Signature: [Handwritten Signature] Date: 3-4-24

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Maja Shriners

Name: Jeff Schroedel Title: 1st Potentate

Signature: [Handwritten Signature] Date: 3-4-24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Naja Shriners

Name: Jeff Schroeder Title: Last Potentate

Signature: [Handwritten Signature] Date: 3-4-24

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: Naja Showers
 Name: Jeff Schroeder Title: Past Parental
 Signature: [Handwritten Signature] Date: 3-4-24

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: Naja Shainers

Name: Jeff Schroedel Title: Past Potentate

Signature: [Handwritten Signature]

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials JS

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 JS

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 JS

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 JS

Organization: AAA Shriners
 Name: Jeff Schroedel Title: Past Tentate
 Signature: [Handwritten Signature] Date: 3-4-24

Event Complex Sign and Banner Policy

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

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

Organization: Naja Shriners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Handwritten Signature] Date: 3-4-24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Naja Shriners

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

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

**NOTICE OF PUBLIC HEARING
FOR WEEKEND FREEDOM CONCERTS
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 15, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, July 5, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, July 6, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024.

Siever Street: Closure from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024.

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.

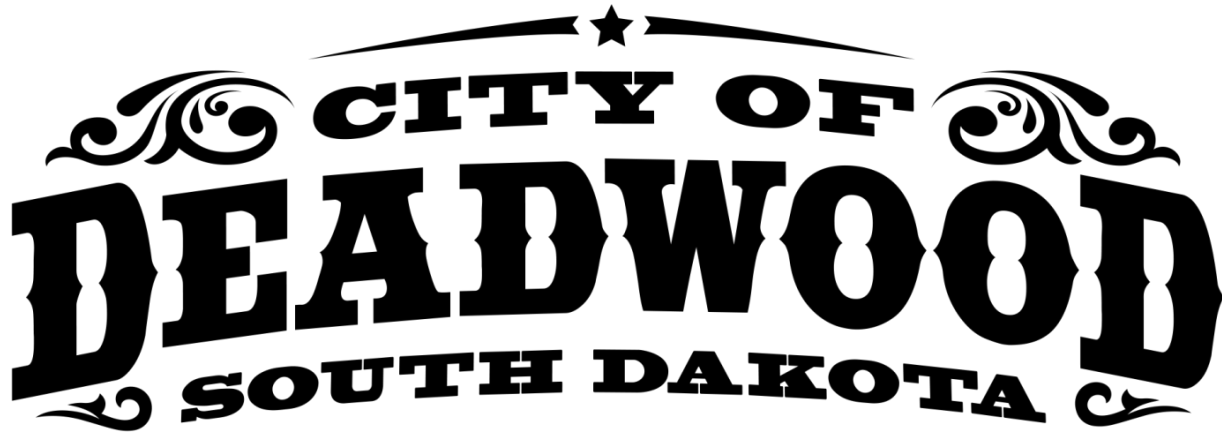
Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 4, 2024

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

Weekend Freedom Concerts - Outlaw Square - July 5 & 6, 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Weekend Freedom Concerts

Event Date(s): July 5 & 6, 2024 Total Anticipated Attendance: 2500
(month, day, year)

(# of Participants 50 # of Spectators 2450)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction July 5 Start time: 7 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
Load in of Stage production equipment and band load in

Dismantle Date: July 27 Completion time: 12 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. from Main to Pioneer way - July 5, 7 am - July 7, 12 am will possibly reopen after Friday show until 10 am Saturday, if Deadwood street not needed.

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

OPEN CONTAINER

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

Date: July 5, 2024 Times: 5 pm until 10 pm Zone: 1 & 2

Date: July 6, 2024 Times: 12 pm until 10 pm Zone: 1 & 2

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

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

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

Address: Deadwood, SD
(city) (state) (zip code)

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

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

Name: _____

Address: Deadwood, SD
(city) (state) (zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): No admission fee - FREE Concerts

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:

Outlaw Square is hosting a 2 day Freedom Weekend Concert event featuring 2

Headline bands - These will be FREE Shows.

Concerts will take place on Friday, July 5, 8 pm to 10 pm

Saturday, July 6, 8 pm to 10 pm

Requesting Deadwood St. closure from Main to Pioneer Way July 5, 7 am until July 7, 12 am - if possible will reopen Deadwood St. 11 pm until 10 am on July 5/6.

Will need to request Siever street closure on July 5 & 6 bands traveling with a Bus .

Requesting Open Container for zones 1 & 2 on July 5, 5 pm until 10 pm

July 6, 12 pm until 10 pm

Deadwood Chamber event cups will be used by participating businesses.

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: <u>Bands will sell their merchandise, tshirts, cd's, stickers etc.</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

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: _____

Food Truck possibly on site -

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: Outlaw Square staff will handle clean up and trash collection each night and dumping it in trash bins at city garage

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
 Internal security will be handled by Outlaw Square - crowd control will be handled by private security firm.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
 Outlaw Square is ADA compliant

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road, Belle Fourche, SD
(city) (state) (zip code)

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

NO YES

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

Outlaw Square and city street lights will be on to illuminate the area

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

Number 1 Ambulance(s) – How provided? Monument Health

Number 2 Emergency Medical Technicians – How provided? Monument Health

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

Acknowledge acceptance with initial: wm

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

Acknowledge acceptance with initial: wm

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Residents and businesses will be notified through city public hearing notices _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1 each day

Type of Music: variety

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 5 pm AM / PM

Please describe the sound equipment that will be used for your event: _____
Powerhouse sound is our sound & lighting production company

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
stage lighting

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
radio, newspaper, social media

NO YES

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International - Lloyds of London
 Agent's Name: Chris Robers
 Business Phone: (____) _____ Policy Number: _____ Policy Type: Commerical Liability
 Address: Deadwood, SD
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

 Date: 1/23/24
 (Signature of Applicant/Sponsoring Organization)

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 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Thursday, July 18, through Monday, July 29, 2023 from 7:00 a.m. to 2:00 a.m. daily at the Event Complex.

Special Full Temporary Liquor License:

Sunday, July 21 through Saturday, July 27, 2024 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 26, and from 9:30 a.m. until parade ends on Saturday, July 27, 2024.

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 17 through Monday, July 29, 2024.

Use of Welcome Center Lot

Monday, July 22 through Thursday, July 25, 2024 for contestant overflow parking. (if not utilized, security will make available)

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 1st day of April, 2024.

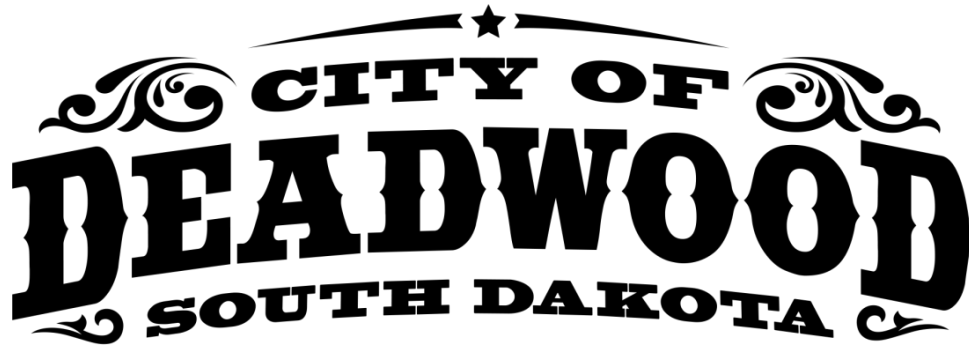
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 4, 2024

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

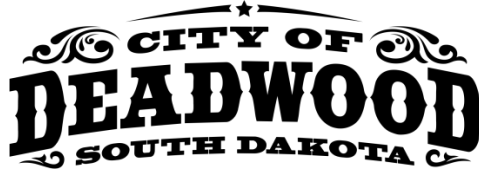
Date: 3/12/24

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76 Inc

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

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

Email Address: deadwoodcr@gmail.com

Dates Event Complex requested:

Set up Date(s): July 17 Hour(s): _____

Event Date(s): July 21-27 Hour(s): _____

Clean-up Date(s): July 28-29 Hour(s): _____

Approximate number of people who will attend: 30,000

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
- Pyrotechnics
- Open Container

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: Tera Mau Title: President
 Phone: 605-920-0085 Representing: _____

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

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

Name: Ted Thompson Title: Member
 Phone: 605-641-2000 Representing: _____

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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


Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities \$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Baseball Fields \$ _____	<input checked="" type="checkbox"/>	Damage Deposit \$ _____
Parking Lots \$ _____	<input checked="" type="checkbox"/>	Total Deposits \$ <u>0</u>
Cleaning/Trash Removal \$ _____	<input type="checkbox"/>	
Streaming \$ _____	<input type="checkbox"/>	
Total Fees \$ <u>0</u>		

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: Member

Signature:  Date: 3/12/2024

DocuSigned by:
25B5CDF3670B42A...

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 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials 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 removal of trash and placing in a dedicated area. All trash must be bagged.

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

Initials 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

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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


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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024
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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):

102nd Days of '76 Celebration, PRCA 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 of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Equine Activities

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 Parks, Recreations and Events Director for determination: 605-578-2082.

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 risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials 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 of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials CR

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

Initials 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 full 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: Member

Signature:  Date: 3/12/2024
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Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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


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

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

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Event Complex Parking Requirements

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

The following rules are in force:

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

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


Additional Notes:

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

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Responsibilities to and of the Concessionaire

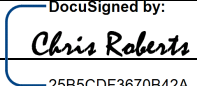
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all 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: Member

Signature:  Date: 3/12/2024

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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: Member

Signature: 

Dates/Times Alcohol will be served: July 21st through July 27th, 10:00am - 11:00pm each day

Business name who will be serving: Days of '76 Inc.

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: Lloyds of London

Agent's Name: Chris Roberts

Policy Type: CGL

Phone: 605-578-3456

Policy No.: 200PA0528

Address: 132 E Illinois St, Spearfish, SD 57783

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

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

General Business within the Event Complex

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

Initials 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.

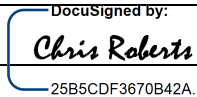
Initials CR

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: Member

Signature:  Date: 3/12/2024

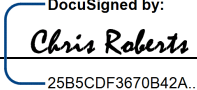
Event Complex Sign and Banner Policy

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

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: 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.

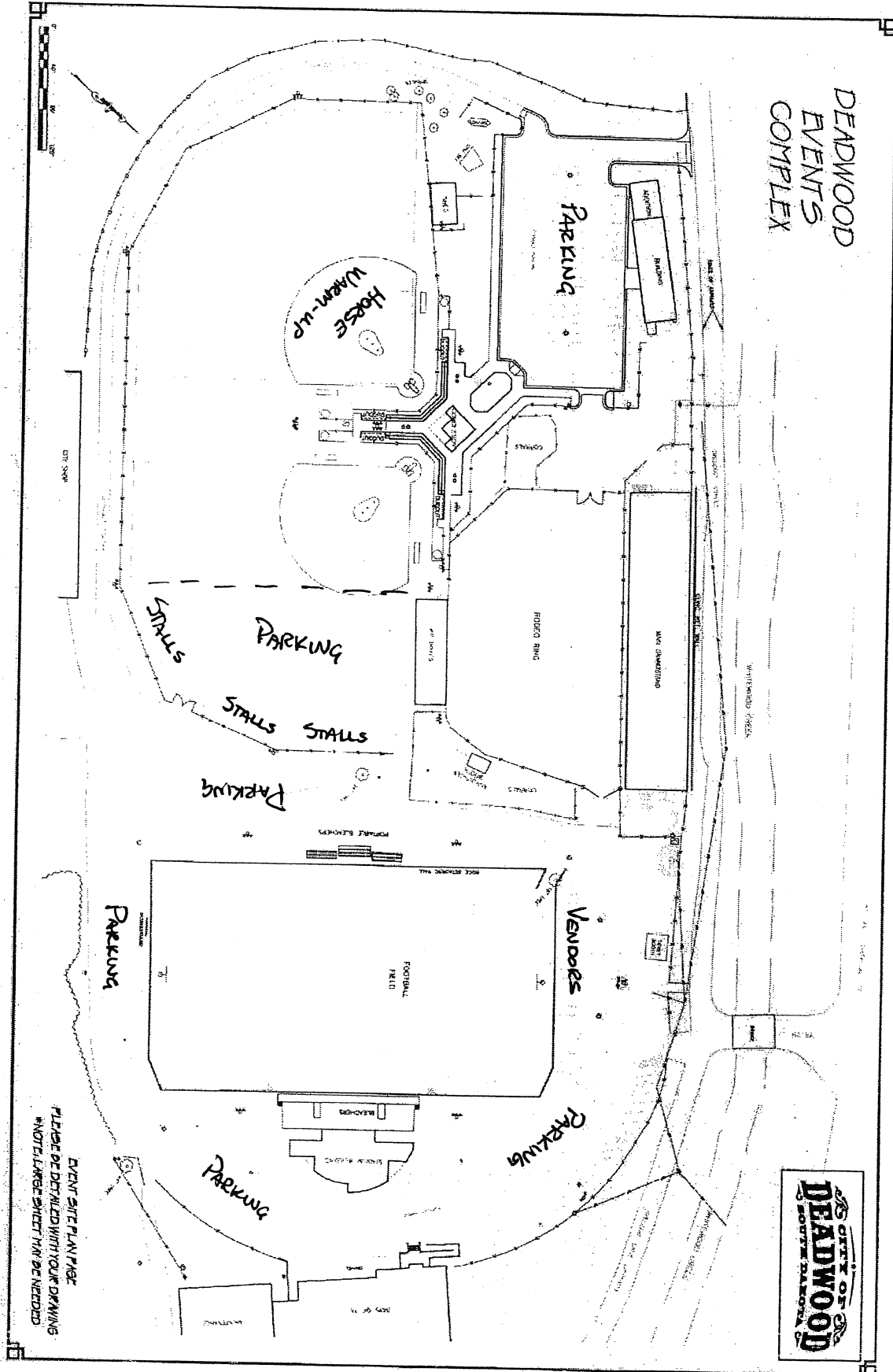
Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: *Chris Roberts* Date: 3/12/2024

Daytime Phone Number: 605-920-1116

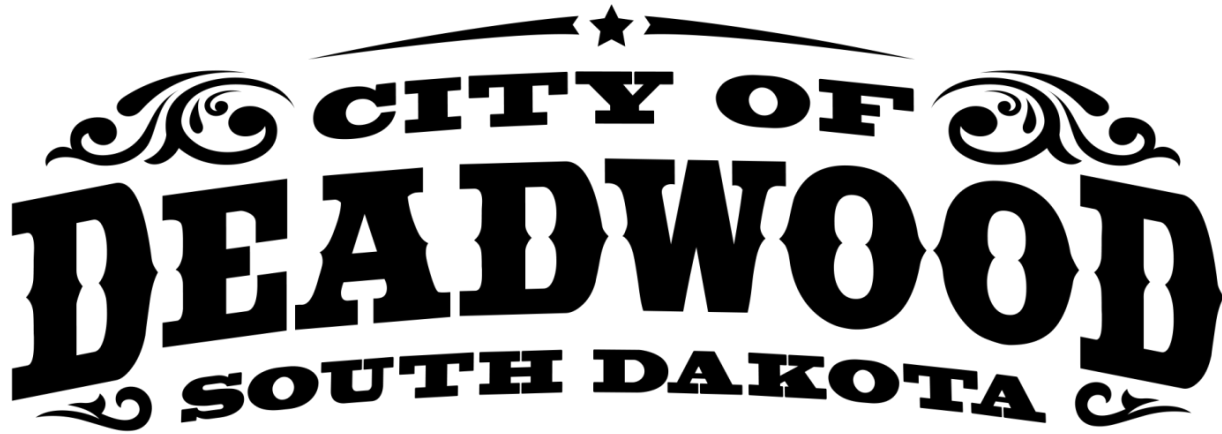
Date of your Event(s): July 21-27 Group/Event Name: _____



DEADWOOD
EVENTS
COMPLEX



EVENT SITE PLAN PAGE
 PLEASE BE DETAILED WITH YOUR DRAWING
 NOTES/LARGE SHEET MAY BE NEEDED



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

Days of '76

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Days of '76

Event Date(s): July 26 & 27, 2024 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 1:30 (26) 10am (27) AM / PM (to): 3pm(26) 11:30 (27) AM / PM

Location / Staging Area: Days of '76 Rodeo Grounds

Set up/assembly/construction _____ 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: Street/Highway closure - parade route provided

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Days of '76 Inc.

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: (605) 920-1116 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: Days of '76

Address: PO Box 391 Deadwood, SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Chris Roberts Pager/Cell #: 605-920-1116

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): _____
No Fees

**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:

Parade will form at the rodeo grounds and enter Highway 14A/85 to downtown Main Street. Parade will travel up Main Street, Left on Pine Street and another left on Sherman Street. The parade will travel North to Highway 14A/85 and proceed back to the rodeo grounds.

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 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 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 street impacted by the event. |

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

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

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

Requesting a city employee follow the parade route with a street sweeper _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: CR

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: CR

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

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 check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Print, radio, television, social media

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Travis Rogers PHONE: 605-920-3966

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyd's of London
 Agent's Name: Chris Roberts
 Business Phone: (605) 578-3456 Policy Number: _____ Policy Type: CGL
 Address: PO Box 391 Deadwood, SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

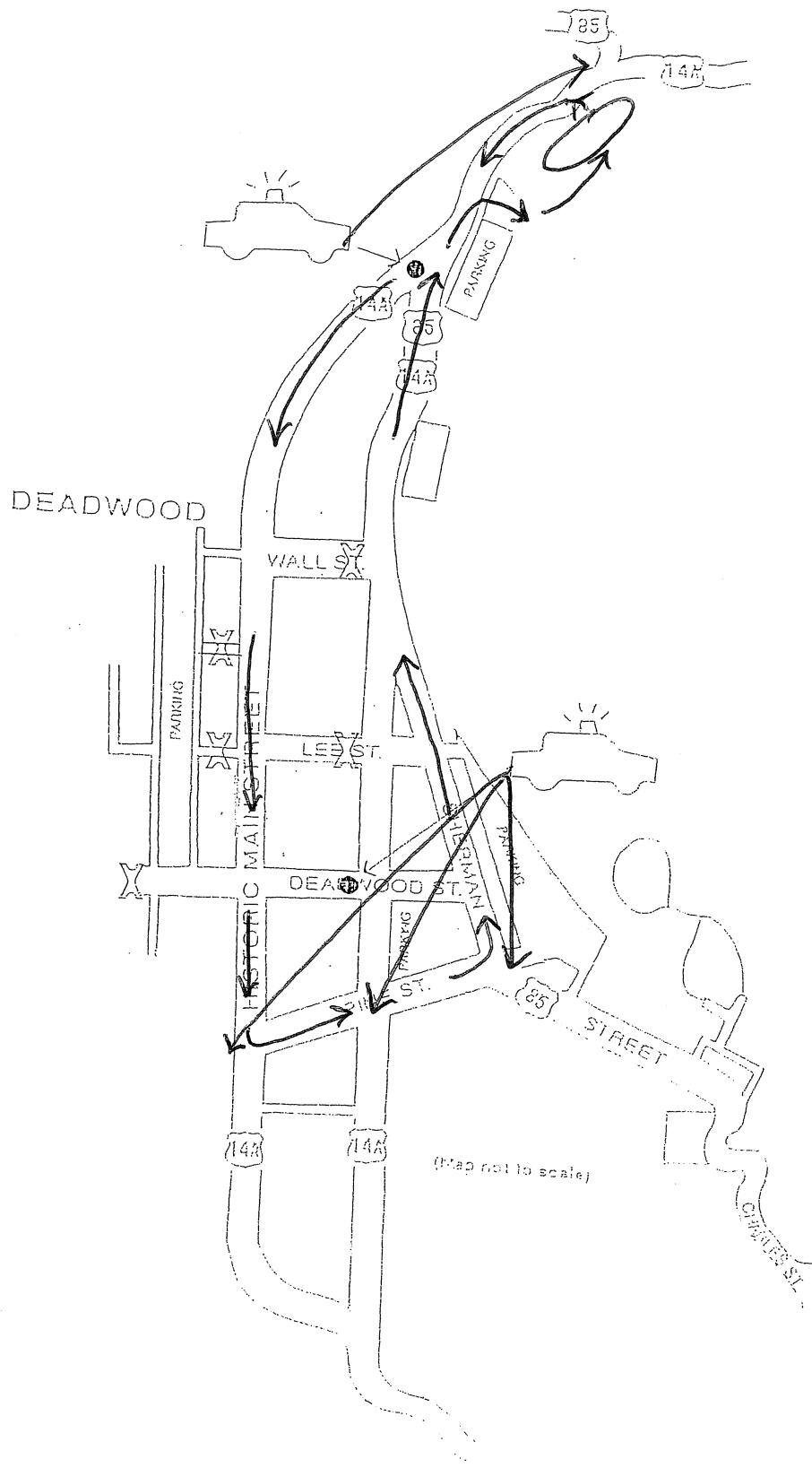
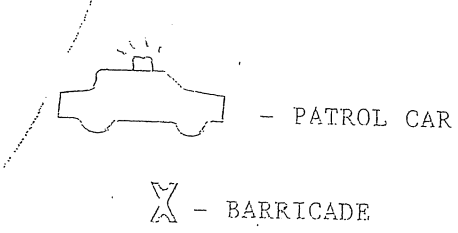
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT): Chris Roberts Title: Member

Chris Roberts Digitally signed by Chris Roberts
Date: 2024.03.27 13:19:34 -06'00' Date: 3/27/24

(Signature of Applicant/Sponsoring Organization)

STREET CLOSURE MAP - PARADE ROUTE



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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 15, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container Requests:

Saturday, August 3, Sunday, August 4, Tuesday, August 6, Wednesday, August 7, Thursday, August 8 and Saturday, August 10, 2024: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from 10:00 a.m. to 10:00 p.m.

Monday, August 5 and Friday, August 9: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from 3:00 p.m. to 10:00 p.m.

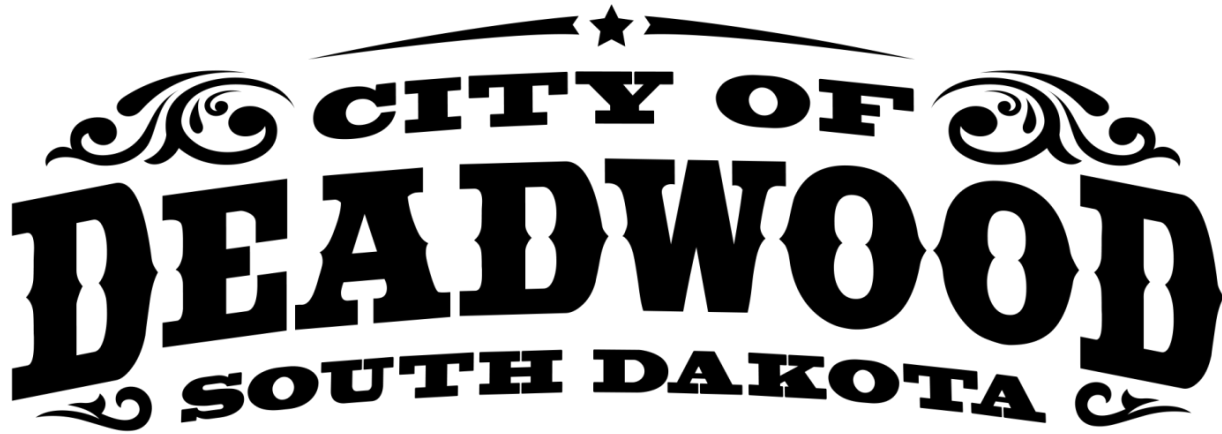
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Please Publish: B.H. Pioneer, April 4, 2024

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



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

Harley Davidson Outlaw Square Activation - August 1-11, 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Harley Davidson Rally Point at Outlaw Square

Event Date(s): August 1-11, 2024 Total Anticipated Attendance: 300-600 per day
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction August 1 Start time: 7 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
Static Bike Displays, bars, merchandise tent, surrounding security gates, static sign displays, all within the confines of Outlaw Square

Dismantle Date: August 11 Completion time: 9 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: None

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

OPEN CONTAINER

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

Date: <u>August 3-4, 2024</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 6,7,8, 2024</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 10, 2024</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): David Patterson

Applicant (NAME): Wade Morris/Bobby Ro Business Phone: (605) 717-6848

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

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

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

Name: Randy Brown

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

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

Harley Davidson will have full use of Outlaw Square August 1-12, 2024, for their annual activation event during the Sturgis Motorcyle Rally.

Plans are to have scheduled events throughout the week, including bike shows and music. Bands will be performing on the Outlaw Square stage Sat. Sun, Tues, Weds. Thurs and possible Saturday - 3:30 pm until 5:30 pm

Background music will be playing when bands are not

Bars will be set up within the confines of Outlaw Square selling Beer & Wine only, requesting zone 4 open container. Security gate fencing will be placed around Outlaw Square perimeter with Badlands Security controlling entrance and exits.

2 different food trucks may rotate mid week but will be onsite for the event.

Rocksino beer & wine license will be used for the event.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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: Food Trucks on site

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

Number of trash cans: 8 Trash Containers w / lids: n/A

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Hired private security and Outlaw Square staff will handle internal security

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA compatible

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

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Rd Belle Fourche, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: _____

NO YES
 Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number n/a Ambulance(s) – How provided? _____

Number n/a Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: wwmm

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: wwmm

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: the public and businesses will be notified through public hearing notifications

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: 1 Number of Bands: 6 (1 per day)

Type of Music: variety - 3:30 to 5:30

Will **sound amplification** be used?
If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 7 pm AM / PM

Will **sound check** be conducted prior to the event?
If **YES**, please indicate: Start Time: 2 pm AM / PM – Finish Time: 3 pm AM / PM

Please describe the sound equipment that will be used for your event: _____
Production company providing 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.

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
Yes some banner and static displays will be set up

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
a wide variety of HD methods

NO YES Will there be any live media coverage during your event? If **YES**, please explain:

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Randy Brown/Bobby Rock PHONE: 605-717-6848

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent’s Name: _____

Business Phone: (____)_____ Policy Number: _____ Policy Type: _____

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

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 3/25/24

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
STREET CLOSURE, PARKING
FOR MUSTANG RALLY**

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 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Main Street closed from Wall to Deadwood Street from 10:00 a.m. to 2:00 p.m. on Thursday, August 29, 2024.

Parking:

Parking on Main Street from Wild Bill Bar to Nugget Saloon, northwest side only, 10:00 a.m. to 2:00 p.m., Thursday, August 29, 2024.

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.

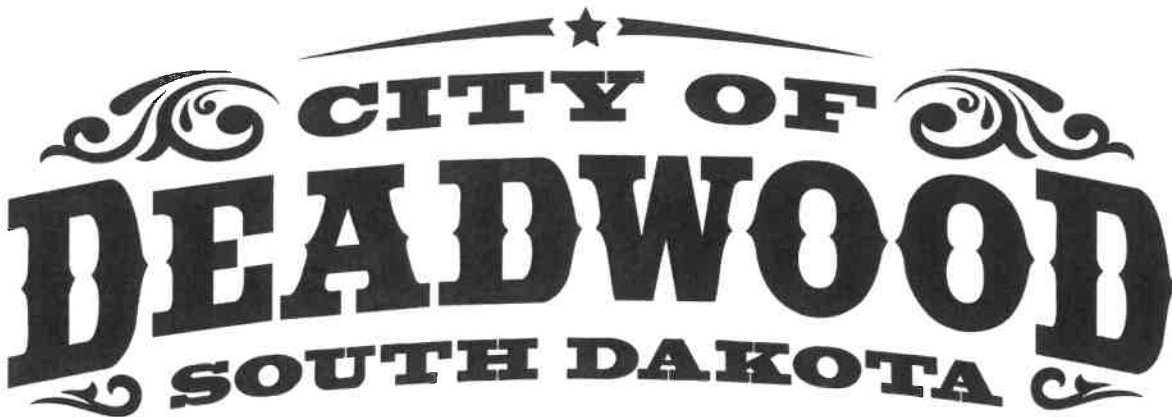
Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 4, 2024

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

Mustang Rally August 29th.

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Mustang Rally

Event Date(s): 08/29/24 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 10am AM / PM (to): 2pm AM / PM

Location / Staging Area: Wall to Deadwood

Set up/assembly/construction 10am Start time: 2pm AM / PM

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

Dismantle Date: 8/29/24 Completion time: 2pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall-Deadwood 10am-2pm

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Sturgis Mustang Rally

Chief Officer of Organization (NAME): Frank Lawton

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

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

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

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

Name: _____

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

Contact person "on site" day of event or facility use Frank Lawton Pager/Cell #: 605-393-7865

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

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

FEES / PROCEEDS / REPORTING

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

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

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. _____

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: _____ 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 check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

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

NAME: Frank Lawton PHONE: 605-393-7865

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

Business Phone: (____) _____ Policy Number: _____ Policy Type: _____

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

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


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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

 _____ Date: 3/18/2024
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING AND
BANNER FEES FOR DEADWOOD JAM**

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 15, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Requests:

Deadwood Street closed from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 12 through 3:00 a.m. on Sunday, September 15, 2024.

Siever Street closed from 6:00 a.m. to 10:00 p.m. each day on Friday, September 13 and Saturday, September 14, 2024 if needed.

Relaxation of Open Container Ordinance Request:

Friday, September 13, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, September 14, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Request to Waive Banner Fee:

Request to waive banner fees Friday, September 13 and Saturday, September 14, 2024 for event and sponsor banners.

Permission to Waive Vending Fees:

Request to waive vending fees for Deadwood Jam on Friday September 13 and Saturday, September 14, 2024.

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

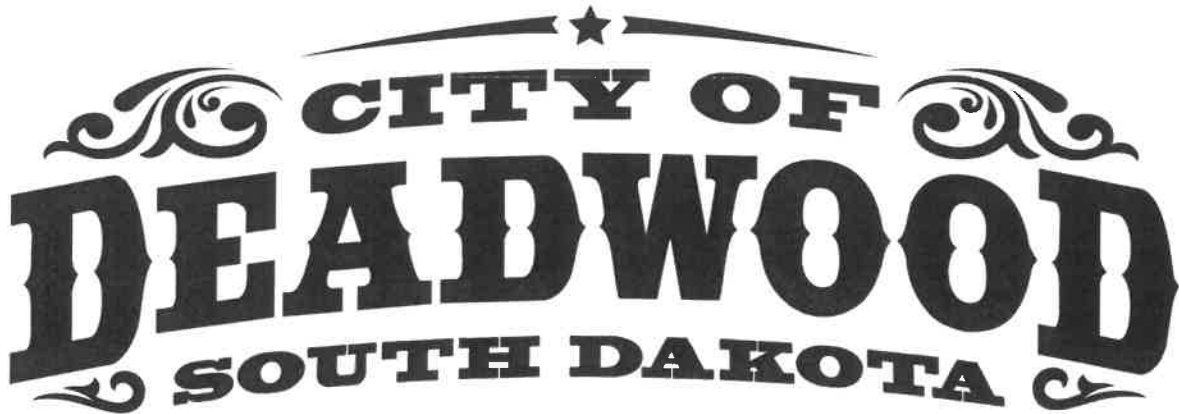
Dated this 1st day of April, 2024.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, April 4, 2024

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

The Deadwood Jam 9/13-14 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: The Deadwood Jam

Event Date(s): 9/13/24 Total Anticipated Attendance: _____
 (month, day, year) (# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square and Deadwood Street

Set up/assembly/construction 9/12/24 Start time: 8am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Deadwood Street closed

Dismantle Date: 9/15/24 Completion time: 3am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street 9/12 8am through 9/15 3am
Siever Street. 9/13 and 9/14 for bus parking 6am-10pm. if needed.

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

OPEN CONTAINER

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

Date: <u>9/13</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>9/14</u>	Times: <u>Noon-1opm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Jam

Chief Officer of Organization (NAME): Brandon Harvey

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

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

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

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

Name: _____

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

Contact person "on site" day of event or facility use Brandon Harvey Pager/Cell #: 605-920-9853

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

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

FEES / PROCEEDS / REPORTING

NO

YES

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

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

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security

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

Accessible

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

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

Security Organization: Badlands Security

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

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

NO YES
 Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Social and Local 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: Blues/Roc/Jazz

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

Will **sound check** be conducted prior to the event?
If **YES**, please indicate: Start Time: 8am AM / PM – Finish Time: 10pm AM / PM

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

Local and Social Media

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Local

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Brandon Harvey PHONE: 605-920-9853

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

Business Phone: (____) _____ Policy Number: _____ Policy Type: _____

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

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


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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

 _____ Date: 3/18/2024
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURES, WAIVER OF BANNER FEE, AND
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR OKTOBERFEST 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 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 8:00 a.m. or soon thereafter as the matter may be heard, will consider the following request:

Waive Open Container Ordinance:

Friday October 4, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, October 5, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closures

Saturday, October 5, 2024: Barrel Games and Wiener Dog Races on Main Street from Wall to Deadwood Street, including some adjacent side streets from 9:00 a.m. to 6:00 p.m.

Request to Waive Banner Fee:

For Oktoberfest on Saturday, October 5, 2024.

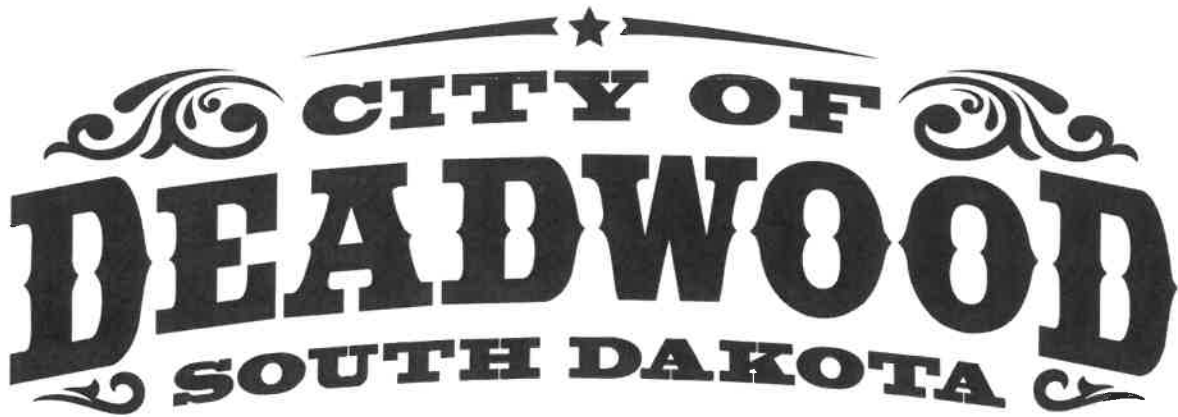
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 4, 2024

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

Oktoberfest 10/4-5 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Oktoberfest

Event Date(s): 10/4-5 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from: 9am AM / PM (to): 6pm AM / PM

Location / Staging Area: Wall-Deadwood/Outlaw Square

Set up/assembly/construction 10/5/24 Start time: 9am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Wall-Deadwood Street closure 10/5 9am-6pm

Dismantle Date: 10/5/24 Completion time: 6pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Deadwood 10/5 9am-6pm

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

OPEN CONTAINER

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

Date: <u>10/4/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/5/24</u>	Times: <u>Noon-1opm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

Name: _____

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \$5 Donation to Twin City Animal Shelter

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:

Friday 10/4 Poker run 5pm-8pm Polka Music Noon-4pm 5-7pm Outlaw Square

Weiner Dog Races 10/5 1pm

Request Street closure Wall-Deadwood 10/5 9am-6pm for Races and games

Request to waive Event and Sponsor Banner Fees.

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

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

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security

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

Accessible

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche SD 57717

(city)

(state)

(zip code)

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

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Social and Local 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: 2

Type of Music: Polka

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

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

Please describe the sound equipment that will be used for your event: _____
Outlaw Square Stage

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
Event and Sponsor

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

Local and Social Media

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Local

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

 Date: 3/18/2024

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR WILD WEST SONGWRITERS 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 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Thursday, October 17, and Friday, October 18, 2024; Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

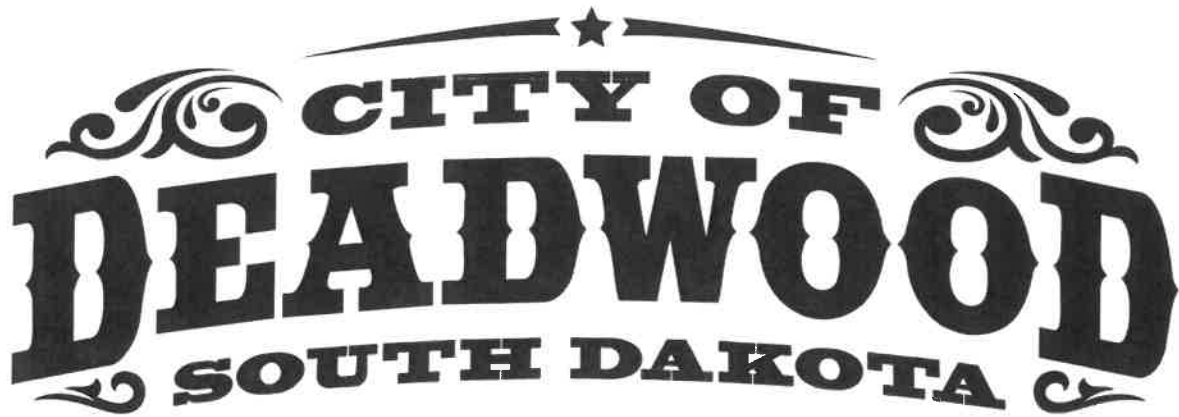
Saturday October 19, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

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

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 4, 2024



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

Wild West Songwriters 10/17-19

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Wild West Songwriters Festival

Event Date(s): 10/17-19 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: _____

Set up/assembly/construction _____ Start time: _____ AM / PM

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

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: _____

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

OPEN CONTAINER

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

Date: <u>10/17/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/18/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/19/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

Name: _____

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

MUSIC / songwriters

open container

Lined area for providing a detailed description of the event.

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

_____ |
|-------------------------------------|--------------------------|---|

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

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street 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. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES
 Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Social and Local 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 check** be conducted prior to the event?

If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Local and Social Media

NO YES

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

Local

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

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London
Agent's Name: Chris Roberts
Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL
Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)


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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 3/18/2024
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE
FOR DEADWEIRD 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 15, 2024 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Friday October 25, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday October 26, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Main Street closure from Wall to Pine Street on Saturday, October 26 from 4:00 p.m. to 6:00 a.m. on Sunday, October 27, 2024.

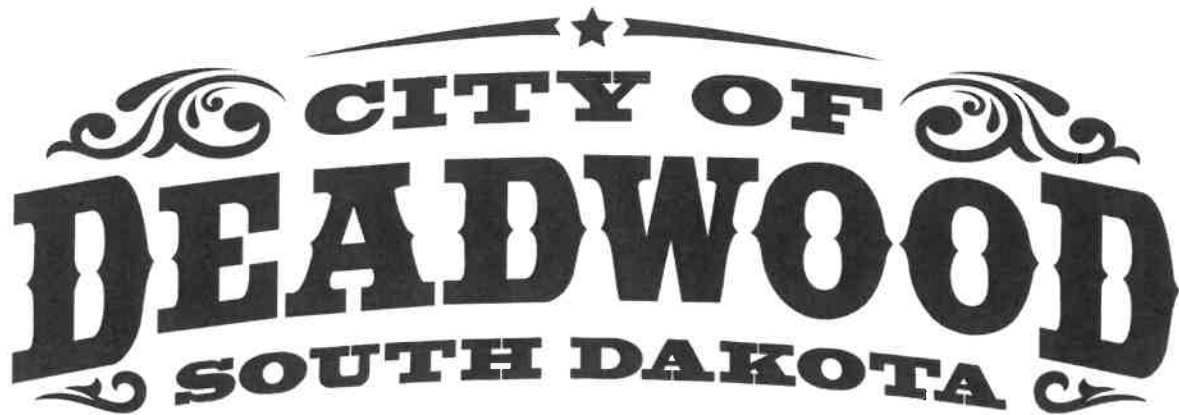
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 1st day of April, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 4, 2024

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

Deadweird/Monsterball/Trunk or Treat 10/25-26 2024

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Deadweird

Event Date(s): 10/ 25-26 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Wall to Pine

Set up/assembly/construction 10/26 Start time: 4pm AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Open Container/Street Closure

Dismantle Date: 10/27 Completion time: 6am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Pine 10/25-10-27 5pm-6am

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

OPEN CONTAINER

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

Date: <u>10/25/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/26/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

Name: _____

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

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

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

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

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

Monsterball and Costume Contest

Street closure Wall-Pine 10-26 4pm through 10/27 6am

Trunk or Treat/Event Complex Parking Lot 10/26 3pm-5pm

Multiple horizontal lines for providing detailed description and route information.

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

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

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: Badlands Security

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

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

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Social and Local 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 check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

Local and Social Media

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Local

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

 Date: 3/18/2024

(Signature of Applicant/Sponsoring Organization)

RESOLUTION 2024-09

A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH TRANSFERS FOR THE YEAR 2024

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 2024.

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. \$15,000.00 each for a total of \$60,000.00

Dated this 15th day of April, 2024.

CITY OF DEADWOOD

BY: _____
David R. Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

RESOLUTION NO. 2024-10
TO DECLARE THE FOLLOWING SURPLUS PROPERTY

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

2011 Chevrolet Tahoe - VIN#1GNSK2EO6BR268211

Sink	Trouble Light
McLeod Hand Tool	Shovel
Speaker Horn	3 – 4 Drawer filing cabinets
5 – Portable Light Stands	5 – Portable Lights
Up right Frigid	5 – 5 Shelve Cabinet
Role of Rope	2 – Metal Stands
Plastic Chain Saw Case	Stihl MS 660 Magnum Chain Saw
3 – 28-inch TV’s	34-Ince Flat Screen TV
5 Shelve Wooden Book Shelve	VCR
DVD Player	2 – Spotlights
Plastic Sink	4- 100 FT Links of LDH Supply Hose
5-inch Hose that cannot be fixed	Bumper Turret
Top Mount Turret	Bumper/With winch build inside of bumper
Box Compartment/Water Tank	2 Drager Gas Meters with Chargers
1 – Mitre Box	70 – Coin Vaults (Red in Color)
3 – Larger Vaults (Red in Color)	1 – Flex Nozzle Control Oil Container
1 – Belt Tensioner	1 – Fuel Sending Unit for 2017 Ford
1 – Universal Radiator Overflow Device	4 – Fire Hydrants
Craftsman 5 HP Wet/Dry Vac – 12 gallon	Sears – 6.0 HP Wet/Dry Vac 16 gallon
Pool Recirculation Motor	Honda Motor 5.5 HP
Delta Chop Off Saw – Miter Box	Coleman Jump box
Booster Pac – Jump Box	Honda Mower Engine (bent crank)
10 in Round Electrical Box	5 – Motorola CB Radios
2 - Makita Belt Sanders Corded	DeWalt 18V Power Tools
2- Impact Drivers	Sawzall
Skill Saw	3 - Charging Parts (18V)
6 – Batteries (18V)	1999 Kawasaki Motor
2017 PU Box Ford	2020 PU Box Ford
Dewalt Tool Asst 18V	Hobart Welder
Clamb Bucket for Backhoe	2 - Tailgates for Utility Box (Knapheide)
6- Traffic Light Heads	285/75 R 24.5 on Wheel
285/75 R 24.5 New Tires Only	275/80 R 24.5 New Tire Only
4 - 245/70 R 17 Fair to Good Tires	2 - 11 R 22.5 Tires
2 - 385/65 R 22.5 Tires	906M CAT Loader Hood
Tommy Lift for Dodge pickup	2 - Titan 8000 Generators
110 Light Boards for Daktronic Signs	Powermate Maxa 4000 Watts Generator
Titan 8500 Elec Start Generator	HP Compaq LE1911 Monitor
2 – 225R 75 R15 (Cooper Studded Snow Tires)	2003 Chevy Taillight
2 - ADDCO solar Message Boards – don’t work	Fire Power Wire Feed

Dakota Bodies Utility Box Tailgate
 2018 Ford Pickup Bumper
 2014-2018 GM Pickup Rear Bumper
 Pedestal Milwaukee Heavy Duty Drillpress
 1997-2003 F-Series Super Duty Truck Passenger Mirror
 1988 – 1050 John Deere – 3 Point Attachment – Auger (post hole digger)
 3 - Daktronic Message Boards on Trailers - don't work
 2 – Pepper Fogger Machines with 19 cans of liquid
 4 – Buckets of Powder for Refilling Fire Extinguishers
 Panasonic Tough Book with mobile dock #1ATYA31716/AB^12345678
 Max Trac Motorola Radio and Antenna #SRC02665
 Stihl Chain saw 20-inch blade with metal case - (056 AV Super)
 Community Two Way Loudspeaker System – 200 Watts RMS 286756
 24 – New in Box, Optiserve Hybrid Model 87510 (Handsfree Roll Towel Dispenser) Black Translucent
 1 – New in Box, Weboost Home Cell Signal Booster (5G Ready)
 9 – 245 70 19.5 (Highway Tires) Ford 10 Hole Wheels (Goodyear)
 2 – 225 70R 19.5 (Winter Tires) (Hankook Tire)
 1 – 245 70R 19.5 (Winter Tire) (Michelin 10 Hole Ford)
 1 – Automatic Transmission Flush Unit (Some parts may be missing)
 4 – Triangle Safety Kits (for placing on highway in case of breakdown)
 1 – Hydro for 2018 F550 (Hydro Booster for Brake System)
 2008 Ford F350 Driver Side Mirrors & Both Taillights

Following are truck radios these are all low band:

1. Motorola SN – 428AQU2168
2. Motorola – Max Trac – SN 428ASG1224
3. Motorola – Max Trac – 300 – SN 428AQU2169
4. Motorola – Max Trac – 300 – SN 428AQ2188
5. Motorola – Max Trac – 300 – SN 428AQU2173
6. Motorola – Max Trac- 300 – SN 428AQU\2171
7. Motorola – Max Trac – 300 – SN 428AQU2176
8. Motorola – Astro – SN 494CD00856

4 Pallets of Brick Pavers

2 1/4 H
 7 7/8 L
 3 7/8 W

Plastic Globes:

54 - 14" Red
 50 - 14" Green
 15 - 12" Red
 16 - 12" Green

Dated this 15th day of April, 2024.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

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

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

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

CONSTRUCTION CHANGE ORDER NO. 4

Project: Whitewood Creek Restoration – Bid Package 1
 AEI Project #: 2020-096.1
 Owner: City of Deadwood
 Engineer: Albertson Engineering Inc.
 Contract Date: August 1, 2023
 Date of Issuance: 4/10/2024
 Issued to: RCS Construction, PO BOX 9337, Rapid City, SD 57709
 Distribution to: Owner Engineer Contractor

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

As per the following documents:

1. Cost Proposal #7 by RCS Construction, \$2,514.24
 - Changes to utility scope due to changes from utility companies.
 - No change in Contract Time.
2. Cost Proposal #8 by RCS Construction, \$10,784.00.
 - Changes to utility scope due to changes from utility companies.
 - No change in Contract Time.
3. Cost Proposal #9 by RCS Construction, \$3,601.50.
 - Changes to utility scope due to changes from utility companies.
 - No change in Contract Time.
4. Cost Proposal #10 by RCS Construction, \$1,790.00.
 - Add vines to cover Envirolok wall (wall was required by FEMA)
 - No change in Contract Time.
5. Cost Proposal #11 by RCS Construction, \$10,160.00.
 - Add vines to cover Envirolok wall (wall was required by FEMA)
 - 1 Day added to Site 3B.

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

CONTRACT STATUS:

The Original Contract Sum	\$7,575,000.00
Net Change by Previously Authorized Change Orders	\$ 75,613.17
Contract Sum Prior to This Change Order	\$7,650,613.17
Contract Sum Increase Per This Change Order	\$ 28,849.74
New Contract Sum Will Be	\$7,679,462.91

The Contract Time Will Be adjusted (Site 3B only). The project schedule is:

Site 1C & 2A:

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

Site 2B:

May 30, 2024 – Substantial Completion
June 19, 2024 – Final Completion

Site 3A:

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

Site 3B:

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



AUTHORIZED SIGNATURES

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

Owner *(Signature)*

Contractor *(Signature)*

(Printed name and title)

(Printed name and title)

CITY OF DEADWOOD


RCS CONSTRUCTION

Date

Date

Email

Email



Engineer *(Signature)*

Jared Schippers, PE, Principal

(Printed name and title)

Albertson Engineering Inc.

4/10/2024

Date

jared@albertsonengineering.com

Email





February 19, 2024

Jared Schippers, PE
jared@albertsonengineering.com
Albertson Engineering Inc.
3202 West Main Street, Suite C
Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD
Sites 1C, 2A, 2B, 3A, & 3B
Cost Proposal #07 – Phase 2B Electrical Trench Layout Change

Dear Jared,

We are pleased to provide you with the following cost proposal for cost associated with changing the layout of the electrical trench in Phase 2B. The switching module in the original plan was set directly adjacent to the new power pole at STA 8+58.8. Black Hills Energy requested to change the location of the switching module to approximately 100 feet to the west of the new power pole. The new location is directly behind Taco Johns. This change resulted in additional 4-inch and 6-inch conduit including additional fiberglass bends and sweeps. During the site meeting on February 13, 2024 the decision was made to eliminate the new retained equipment pad included in Cost Proposal #05 and incorporated in Change Order No. 3. The bollards included in Cost Proposal #05 and Change Order No. 3 will still be needed around the new electrical equipment.

Cost Proposal #07 below will deduct Item #1 – New Retained Equipment Pad from Cost Proposal #05, add back the 6 EA bollards and cost of additional conduit work performed by our electrical subcontractor HECI.

Table with 2 columns: Description and Amount. Rows include: Deduct New Retained Equipment Pad (\$17,021.22), Add 6 EA New Bollards (\$1192.02/EA) \$ 7,152.12, Add Electrical Conduit Change \$12,383.34, and Total Increase for Cost Proposal #07: \$ 2,514.24

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

Kind Regards,
Reid Hansen

Reid Hansen, Project Manager

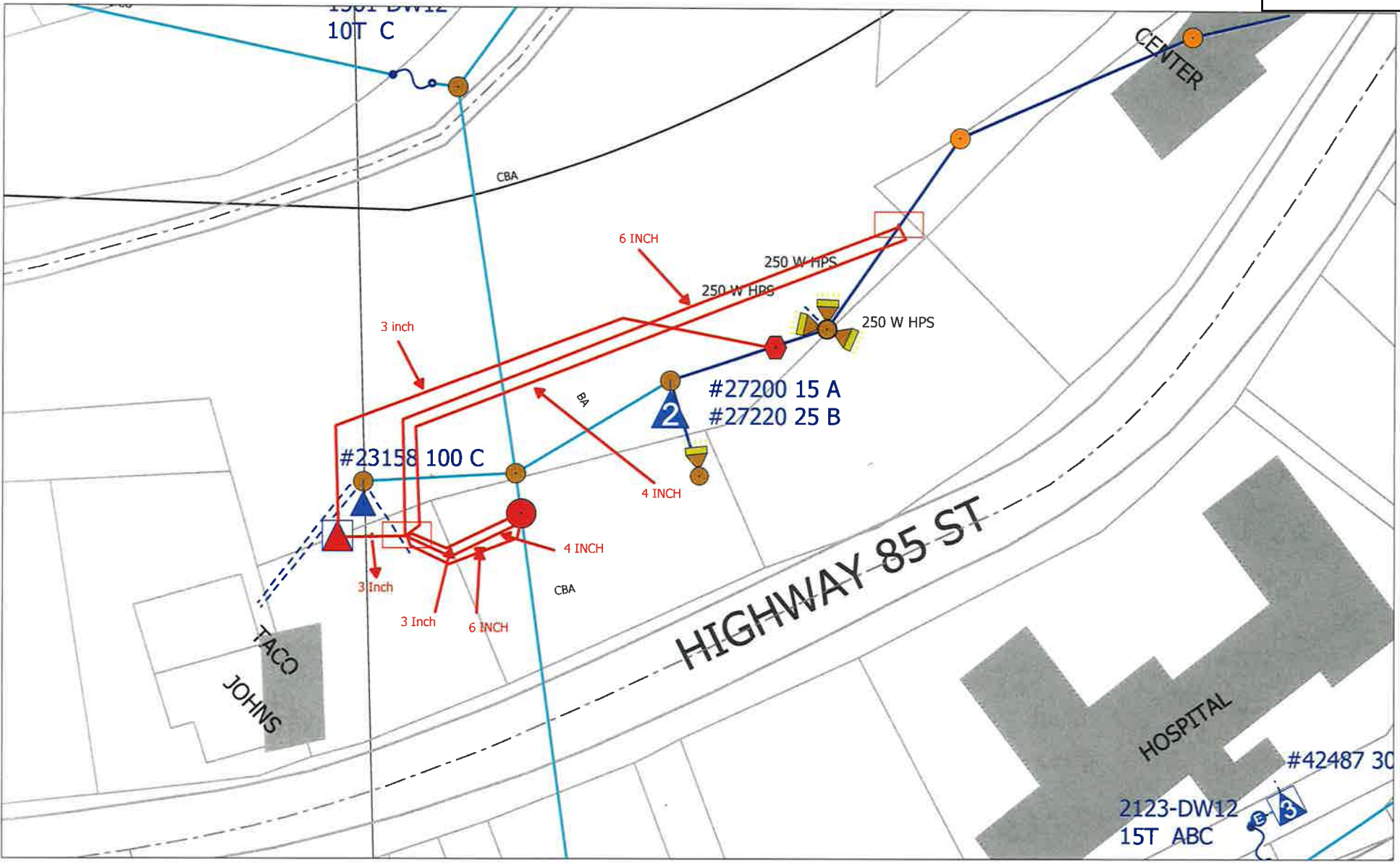


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P.O. Box 9337 • Rapid City, SD 57709-
9337 Phone (605) 342-3787 • Fax (605)
348-4041

www.rcsconst.com





Time: 2/8/2024 8:53:42 AM

Session: c:\gtviewer\bhe_sde\bhe_sde.gtm

Black Hills Corporation Mobile GIS

Black Hills Corporation hereby disclaims any warranty, express or implied with regard to the accuracy or usefulness of Mobile GIS and its associated maps and records. Distribution of County Parcel Data outside of Black Hills Corporation is a violation of Black Hills Corporation's data sharing agreement.

[Extract dates] BHC: 01/27/2018, Pennington: 03/17/2010, Meade: 01/30/2009, Lawrence: 12/10/2009, Fall River: 06/30/2009, Custer 4/12/2011.



March 14, 2024

Jared Schippers, PE
jared@albertsonengineering.com
 Albertson Engineering Inc.
 3202 West Main Street, Suite C
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD
 Sites 1C, 2A, 2B, 3A, & 3B
Cost Proposal #08 – Phase 2B Additional Electric Work

Dear Jared,

We are close to completing the Phase 2B electrical trench work. Our electrical subcontractor HECI has notified us of additional cost not included in the previous Cost Proposal #7. The added costs are divided into two categories:

1. Re-work directed by BHE and additional residential electric service west of Taco Johon. The residential electric service is additional to the plans and work outlined in addendum #2. The re-work directed by BHE are changes after the latest plan established during the site meeting on February 13, 2024. Changes include:
 - a. Extending 3" conduit into the secondary transformer rather than the switching module as shown on the Feb. 13th drawing.
 - b. Additional 2" conduit and fiberglass sweeps for residential service.
2. Additional Cost Associated with Relocation of Midco Pedestal to include:
 - a. Additional fiberglass sweeps
 - b. Wiring permit
 - c. Meter can and wire

The work outlined in item #1 has already been completed. Item #2 work associated with the relocation of the Midco pedestal has not fully been completed. The plans do not include work in our contract for relocating the Midco pedestal. In a phone discussion with Blake from Midco he is assuming the City of Deadwood is paying for the work to relocate the Midco Ped. The prices for the added work are as follows:

1. \$3,047.00 for Re-Work and Additional Electric Service
2. \$7,737.00 for Cost Associated with Relocation of the Midco Pedestal

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

Kind Regards,

Reid Hansen

Reid Hansen, Project Manager



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 9337 Phone (605) 342-3787 • Fax (605)
 348-4041

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March 25, 2024

Jared Schippers, PE
jared@albertsonengineering.com
 Albertson Engineering Inc.
 3202 West Main Street, Suite C
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD
 Sites 1C, 2A, 2B, 3A, & 3B
Cost Proposal #09 – Phase 1C Additional Electric Work

Dear Jared,

We are pleased to provide you with the following cost proposal for cost associated with changes to the layout of the electrical trench in Phase 1C. These changes were discussed during the March 20, 2024 progress meeting. The scope of the changes are as follows:

- Electrical Changes:
 - Add 6" Conduit into switching module before continuing onto end cap location using 45 degree fiberglass sweeps.
 - Adding 3" Conduits into Midco pedestal 6 feet away from the BHE switching module location
 - Adding 3" Conduits into BluePeak pedestal at a to be determined location.
- Eliminate the 20'x20' concrete transformer pad.

Additional Cost of Electrical Changes: \$10,611.00
 Deduct for 20'x20' Transformer Pad: (\$7,009.50)

Additional Cost for Cost Proposal #09: \$ 3,601.50

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

Kind Regards,
Reid Hansen
 Reid Hansen, Project Manager

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





April 9, 2024

Jared Schippers, PE
jared@albertsonengineering.com
Albertson Engineering Inc.
3202 West Main Street, Suite C
Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD
Sites 1C, 2A, 2B, 3A, & 3B
Cost Proposal #10 – Add 10 EA Woodbine Vines to Envirolok Wall System

Dear Jared,

We are pleased to provide you with the following cost proposal for cost associated with adding 10 each 1 gallon Parthenocissus quinquefolia / Woodbine vines to the Envirolok Wall System as outlined in RFP #10 dated April 2, 2024 from Tallgrass Landscape Architecture, LLC.

Additional Cost to Contract = \$1,790.00

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

Kind Regards,

Reid Hansen

Reid Hansen, Project Manager

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

www.rcsconst.com



Tallgrass Landscape Architecture, LLC
413 North 4th Street
Custer SD, 57730
605.673.3167
info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com



PROPOSAL REQUEST

PROJECT: Whitewood Creek Restoration,
Bid Package 1

PROPOSAL REQUEST NO.: 9

OWNER:

DATE OF ISSUANCE: 4/2/24

City of Deadwood

LANDSCAPE ARCHITECT:

TO CONTRACTOR:

Tallgrass Landscape Architecture, LLC
413 North 4th Street
Custer SD, 57730
605.517.1899 / 605.440.2254
info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com

R.C.S. Construction
1314 Fountain Plaza Dr.
Rapid City, SD 57702

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description: Provide a price to add ten (10) 1 gallon Parthenocissus quinquefolia / Woodbine vines to be planted above the Envirolok Wall System in project area 2B. All project conditions and requirements apply.

REQUESTED BY:

Tanya Olson, PLA
Tallgrass Landscape Architecture, LLC



April 9, 2024

Jared Schippers, PE
jared@albertsonengineering.com
 Albertson Engineering Inc.
 3202 West Main Street, Suite C
 Rapid City SD 57702

RE: Whitewood Creek Restoration, Deadwood SD
 Sites 1C, 2A, 2B, 3A, & 3B
Cost Proposal #11 – Flow Fill Abandoned Culverts Phase 3

Dear Jared,

We are pleased to provide you with the following cost proposal for cost associated with filling the abandoned culverts with flow fill concrete as outlined in RFP #11 dated April 4, 2024. The price includes filling three culverts at 3 Ryan Road as shown on sheet C-605 with combined length of approximately 245 linear feet.

Additional Cost to Contract = \$10,160.00

Request 1 Day Time Extension for Added Work

Please note this price does not include any removal or replacement of damaged concrete pavement at 3 Ryan Road. The existing pavement is damaged around the garage area. If the owner is expecting to have any pre-existing concrete damage replaced as part of this project additional cost will apply. If concrete is further damaged as a result of construction RCS will replace the concrete at no additional cost.

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

Kind Regards,

Reid Hansen

Reid Hansen, Project Manager

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

www.rcsconst.com





Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

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

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

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

REQUEST FOR PROPOSAL

OWNER:

City of Deadwood
108 Sherman St
Deadwood, SD 57732

PROJECT:

Whitewood Creek Restoration – BP #1

PROPOSAL REQUEST NO: 11

TO CONTRACTOR:

RCS Construction
PO Box 9337
Rapid City, SD 57709

DATE OF ISSUANCE: April 4, 2024

CONTRACT FOR: All Work

AEI PROJECT NO: 2020-096.1

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

The following language was agreed upon between owners of 3 Ryan Rd and City of Deadwood to execute the easement:

“any concrete damaged shall be replaced with a new concrete pad and that any pipes or culverts which will become abandoned will be filled in with flowable fill concrete.”

It is our opinion that the removal and replacement of damaged concrete driveway should already be in the base bid.

The flowable fill concrete is added scope and applies to the portions of pipe only within the property limits of 3 Ryan Road.

1. Please provide a lump sum proposal, and any additional time, needed to comply with the easement agreement language for added project scope.

REQUESTED BY:

Jared Schippers, PE

Albertson Engineering, Inc

jared@albertsonengineering.com



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com
Rapid City, Sioux Falls, and Winner

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: April 12, 2024
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Approval to purchase 85 Charles Street

The property at 85 Charles Street has been on the City's Minimum Maintenance Violation list since 2013. Over the years staff has mailed notices and has had several meetings with the owner in an effort to get this property up to standard.

The Historic Preservation Commission has received a complaint from the adjacent property owner requesting action be taken to fix-up this property. On Wednesday, April 3, 2024, staff and Jared Schippers, P.E. with Albertson Engineering conducted an onsite visit of this structure to review the structural integrity of the resource.

The review resulted in a determination the structure is fairly sound, although in an extreme state of disrepair but could be restored. Staff's discussion revolved around the community's desire to see the building rehabilitated and available for a family home. Further discussion discovered the owner is willing to sell the structure. Based on this matter, staff is recommending purchasing this resource for \$75,000.00 for the purpose of restoring the exterior envelope of the structure and either making it available for an individual to finish the project or complete rehabilitation.

In addition, staff recommends, after purchase, a Conservation Easement be placed on the structure in perpetuity with deed restriction the home be used only for a single family or duplex and no short-term rental use. This may assist with Deadwood's need for single family housing and/or affordable housing issues.

The Historic Preservation Commission reviewed this request at their April 10, 2024 meeting and recommend purchasing the property at 85 Charles Street in the amount of \$75,000.00 from Dennis Sabo.

Recommended Motion: *Move to recommend to the City Commission to purchase the property at 85 Charles Street in the amount of \$75,000.00 from Dennis Sabo.*

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into this ____ day of April, 2024, by and between **The City of Deadwood**, a South Dakota municipality with a mailing address of 108 Sherman Street, Deadwood, SD 57732 or its assigns (hereinafter referred to as "Buyer") and **Dennis L. Sabo and Brenda G. Sabo**, with a mailing address of _____ (hereinafter referred to as "Seller").

W I T N E S S E T H:

WHEREAS, SELLER is the owner of a certain real property located at 85 Charles Street, Deadwood, South Dakota; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the real property.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, Buyer and Seller hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

A. Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer hereby agrees to purchase and Seller hereby agrees to sell the real property owned by Seller and described on Exhibit "A", attached hereto and incorporated herein by reference (the "Real Property"), and all rights, privileges, assets, titles, and interests of Seller related to the Real Property (collectively the "Property").

ARTICLE II

PURCHASE PRICE

A. Purchase Price. The purchase price for the Property described in Article I will be Seventy Five Thousand Dollars (\$75,000).

B. Method of Payment. The total purchase price of Seventy Five Thousand Dollars (\$75,000) shall be due and payable in cash or certified funds at closing.

ARTICLE III

CONDITIONS PRECEDENT

A. Title Insurance. Within thirty (30) days of the date of this Agreement, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner's Policy of Title Insurance issued by a qualified title insurance company doing business in the State of South Dakota setting forth the state of title to the Real Property and legible, true copies of all documents referred to in the Title Commitment as exceptions to title or otherwise constituting exceptions to title (the "Title Commitment"). The cost of a Title Policy from First American Title Company in Rapid City, South Dakota, shall be split between Seller and Buyer.

Buyer shall have a period of ten (10) business days from the date of receipt of the Title Commitment within which to review and give Seller written notice of any reasonable objections to the condition of title or other matters directly related to the Real Property as reflected by the Title Commitment. If Buyer gives written notice of its reasonable objections within the five (5)-day period, Seller shall deliver to Buyer written notice that either (i) the Seller will, at its sole cost and expense, attempt to remove the exceptions to which Buyer has objected on or before the Closing Date or (ii) Seller is unwilling or unable to remove any such exception to title or correct any other matter. Provided, however, that Seller shall not have any election rights with respect to any lien or judgment securing an indebtedness of an ascertainable amount, and Seller, in such event, shall cause any such lien or judgment to be released at or prior to the Closing Date. If Seller is unable (following attempts or otherwise) or unwilling to remove any exception to title, Buyer may either (i) purchase the Property subject to such exceptions or (ii) terminate this Agreement. If Buyer fails to object to the condition of title within the five (5)-day period, Buyer will be deemed to have waived its objections.

C. Inspection. Buyer shall have a period, beginning on the date of this Agreement and continuing for a period of thirty (30) days thereafter, to inspect the Property (the "Inspection Period"). Buyer shall be afforded complete access to the Property to conduct its inspection and to make such tests, studies, surveys, examinations, appraisals, and due diligence investigations as deemed necessary or desirable by Buyer, in Buyer's sole discretion. Seller shall furnish to Buyer or its authorized representatives such additional information, documents, surveys, and/or studies in Seller's possession as Buyer shall reasonably request. If as a result of Buyer's inspection, Buyer determines that it does not want to proceed with this transaction, Buyer may terminate this Agreement by written notice to Seller on or prior to the last day of the Inspection Period, and neither Buyer nor Seller shall have any liability to the other.

ARTICLE IV

CLOSING

A. Closing Date. The "Closing Date" shall be on a date mutually determined by Buyer and Seller, but in any event not later than ninety (90) days following the date of this Agreement.

B. Events of Closing. At closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

1. A properly executed Deed in statutory form sufficient to convey to Buyer fee simple title to the Real Property free and clear of all liens and encumbrances except for items approved, assumed or otherwise waived by Buyer;
2. Any other documents reasonably requested by Buyer, counsel for Buyer, or the Title Company authorizing the sale of the Property and the execution of this Agreement and any and all other related documents by the proper representatives of Seller;

At closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

1. The purchase price;
2. Any documents reasonably requested by Seller, counsel for Seller, or the Title Company; and
3. Recording fees, transfer fees and deed preparation fees will be paid by the Buyer; Buyer and Seller will each be responsible for paying their own attorneys' fees.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

A. Representations and Warranties. As a further inducement to Buyer to enter into this Agreement and to consummate the transaction contemplated by this Agreement, Seller does hereby represent and warrant to Buyer and agrees as follows:

1. Seller has good and insurable title to the Property. The title to be conveyed shall be merchantable, fee simple title, free and clear of all liens, encumbrances, restrictions, and easements except those exceptions disclosed on the Title Commitment if approved or otherwise waived by Buyer;
2. Seller has full right, power, and authority and has taken all requisite action to enter into this Agreement and to sell and convey the Property to Buyer as provided in this Agreement and to carry out its obligation as set forth in

this Agreement;

3. Seller has not received notice from any city or other governmental authority of any violation affecting any portion of the Property except as disclosed in writing to Buyer prior to the execution of this Agreement, if any; and

ARTICLE VI

REAL ESTATE TAXES

A. Taxes. Seller warrants that all 2023 real property taxes which are payable in 2024 have been or will be paid prior to closing. Taxes for 2024 shall be pro rated to the date of closing, with Seller paying the proportionate share of such taxes through closing.

ARTICLE VII

EMINENT DOMAIN

A. Buyer's Options. In the event that any eminent domain or condemnation proceedings affecting more than ten percent (10%) of the Property shall be commenced or threatened prior to the Closing Date, Buyer may, at its option, and in its sole and absolute discretion, (a) terminate this Agreement by notice in writing to Seller or (b) elect to carry out this Agreement despite such proceedings. If Buyer terminates this Agreement, the Earnest Money shall immediately be refunded to Buyer. If Buyer elects to carry out this Agreement, Seller shall promptly assign and pay over to Buyer all of Seller's right, title and interest in and to any compensation, damages, or sales proceeds payable as a result of such condemnation or eminent domain proceedings.

ARTICLE VIII

BROKERAGE FEES

A. Indemnification. Each party represents to the other that it has not utilized any broker or agent with respect to the purchase and sale of the Property and each agrees to indemnify and save the other harmless from any and all liability, cost and expense, including reasonable attorneys' fees, arising from the claims of any broker or agent.

ARTICLE IX

DAMAGE

A. Risk of Loss. The risk of loss due to fire or other casualty up to the time of closing will be borne by Seller. In the event any such loss occurs prior to the date of closing, Buyer shall have the right and option to terminate this Agreement on notice to Seller sent within fifteen (15) calendar days of such loss, and upon such termination, there shall be no further liability on the part of Seller or Buyer hereunder.

ARTICLE X

ASSIGNMENT AND SUCCESSION

A. Assignment and Succession. This Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties. Buyer shall have the right to assign this Agreement to an affiliate of Buyer.

ARTICLE XI

NOTICES

A. Notice Address. Any notice hereunder shall be given in writing to the party for whom it is intended in person or by registered mail at the address indicated in the first paragraph of this Agreement or such future address as may be designated in writing and to any permitted successor or assignee of either party, at the address stated in the notice of succession or assignment.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement and the Exhibits attached hereto comprise the entire Agreement between Buyer and Seller and any amendment to this Agreement or to the Exhibits to this Agreement shall be in writing only, signed by Buyer and Seller.

B. Severability. In the event that any term, condition, or provision of this Agreement is held to be invalid by any Court of competent jurisdiction, such holding or holdings shall not invalidate or make unenforceable any other term, condition or provision of this Agreement. The remaining terms, conditions and provisions shall be fully severable, and shall be construed and enforced as if such invalid term, condition or provision had never been inserted in this

Agreement initially.

C. Text to Control. The headings of Articles and Sections are included solely for convenience. If a conflict exists between any heading and the text of this Agreement, the text shall control.

E. Extensions and Modifications. No extension, modification or supplement to this Agreement will be effective unless made in writing and signed by each party, except as otherwise permitted herein.

F. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of South Dakota without regard to choice of law rules. The parties agree that all actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State court located in the County of Lawrence, State of South Dakota. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this section.

G. Litigation. Seller is not now a party to any litigation affecting the Property the subject thereof, or any part thereof, or Seller's right to sell the Property the subject thereof, including, but not limited to, condemnation or eminent domain proceedings and Seller knows of no litigation or threatened litigation affecting the Property or any part thereof; Seller covenants and agrees to give to Buyer prompt notice of the institution of any such litigation prior to closing.

H. Right of First Refusal or Option. Seller has not granted any right of first refusal or option to acquire fee title or any title interest to the Property or any portion thereof or interest therein.

ARTICLE XIII

EXECUTION IN COUNTERPART

This Agreement may be executed in one (1) or more counterparts, each of them shall be considered an original document, but all of which shall be considered one (1) and the same agreement and shall become binding when one (1) or more counterparts have been signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BUYER:

City of Deadwood
By: Kevin Kuchenbecker, Historic Preservation Officer

Attest:

SELLER:

Dennis L. Sabo

Brenda G. Sabo

EXHIBIT "A"

Lot 11 and 13 in Block 74, Original Plat of the City of Deadwood, Lawrence County, South Dakota, also know as 85 Charles Street, Deadwood, Lawrence County, South Dakota.