



City Commission Regular Meeting Agenda

Tuesday, February 20, 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.

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of February 5, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for February 20, 2024

5. **Items from Citizens on Agenda**

a. Deadwood Police Officer of the Year Award - Devon Schumacher

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.](#) Update Personnel Policy 6.4 for Recreation and Health Benefits

[b.](#) Set Local Review Board meeting for Monday, March 18, 2024 at 9:00 a.m. and request permission to publish in official newspaper.

[c.](#) Permission to hire Albertson Engineering in the amount not to exceed \$75,000.00 for engineering services for retaining walls and other structural engineering needs within the city. (To be paid out of HP Professional Services line item.)

[d.](#) Approve the final portion of Deadwood Historic Preservation Commission's 2024 commitment to the Deadwood Arts Committee in the amount of \$5,000.00 for a total of \$25,000.00 for the creation of a Seth Bullock statue as budgeted.

[e.](#) Permission to award round one of the 2024 Outside of Deadwood Grants in the amount of \$46,500.00 based on the recommendation of Deadwood Historic Preservation Commission.

- f. Purchase of 178 Luxfer Prism Glass Tiles from Two Bit Originals, LLC in the amount of \$1,424.00 to be used as architectural salvage for several historic buildings within Deadwood National Historic Landmark. (To be paid from HP Acquisitions line item.)
- g. Permission for Mayor to sign Payment Processing Agreement with CSG Forte Payments, Inc. for credit card processing at the Rec Center.
- h. Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Saturday, June 1 through Sunday, June 2 and use of Event Complex parking area on Sunday, June 2, 2024 from 5:00 a.m. to 3:00 p.m. Deposit has been received.
- i. Approve special alcohol license for VFW to serve alcohol at History and Interpretive Lot for Kool Deadwood Nites on Thursday, August 22, Friday, August 23 and Saturday, August 24, 2024 from 11:00 a.m. to 10:00 p.m. daily. No public hearing necessary since license is on publicly owned property. Payment and application have been received.
- j. Permission to purchase up to 5,600 gallons of non-ethanol fuel at a price of \$2.74 per gallon from Southside Service. (To be paid out of the Streets supplies budget.)
- k. Permission to engage King Appraisals as a state-certified general appraiser to determine a fair-market value of the right-of-way for the proposed Burnham Avenue extension. (To be paid from P&Z professional services line item)

7. **Bid Items**

8. **Public Hearings**

- a. ~~Hold public hearing for Convention Center (on-sale) Liquor (CL-15404), Package (off-sale) Liquor (PL-4522), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2609) and Retail (on-off sale) Wine and Cider (RW-6401) License transfers from Earnest Hospitality LLC to Fools Gold Gaming, LLC dba Deadwood Gulch Resort.~~
- b. Hold public hearing for Retail (on-off sale) Wine and Cider License and transfer of Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-29580) from Black Hills Provisions to Deadwood Main, LLC dba The Vault Lounge at 696 Main Street.
- c. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Outfitters & Tipsy Buffalo Bar at 653 Main Street.
- d. Hold public hearing for Summer Kick Off Concert: open container in Zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 24, and noon to 10:00 p.m. on Saturday, May 25; street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. on Friday, May 24 to 1:00 a.m. on Sunday, May 26, 2024. and closure of Siever Street (if needed) from 7:00 a.m. to midnight on Saturday, May 25, 2024.
- e. Hold public hearing for Wednesday Night Concert Series at Outlaw Square: street closure on Deadwood Street from Main Street to Pioneer Way from 6:15 p.m. to 10:00 p.m. on the following Wednesdays: May 29, June 5, June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 14, and August 28 and open

container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays with the addition of August 21, 2024.

- f. Hold public hearing for Wild Bill Days Event: street closure on Main Street, Deadwood to Pine at 4:00 a.m. on Thursday, June 13 through 10:00 p.m. on Saturday, June 15; street closure on Main Street, Wall to Deadwood from 2:15 p.m. on Thursday, June 13 through 2:00 a.m. on Sunday, June 16; open container in zones 1 and 2 Thursday, June 13, Friday, June 14 and Saturday, June 15 from noon to 10:00 p.m. daily, use of public property Friday, June 14 for Midnight Cowboy 5K, waiver of banner and vending fees Thursday, June 13 through Saturday, June 15, 2024 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.
- g. Hold public hearing for Sturgis Motorcycle Parking: parking on Main Street 10:00 a.m. to 2:00 a.m. daily Sunday, July 28 through Monday, August 12; parking in Interpretive Lot 10:00 a.m. to 2:00 a.m. daily Thursday, August 1 through Sunday, August 11, 2024.
- h. Hold public hearing for Kool Deadwood Nites Event: street closure on Main Street from Wall to Deadwood at 6:00 p.m. to 9:00 p.m. on Tuesday, August 20, street closure on Main Street from Wall to Deadwood at 2:15 p.m. Wednesday, August 21 to 3:00 a.m. Sunday, August 25; street closure on Siever Street on Thursday, August 22 from 5:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine street on Thursday, August 22 from 4:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 23 and Saturday, August 24 from 4:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 25; open container in Zones 1 and 2 on Wednesday, August 21 from 5:00 p.m. to 10:00 p.m. and Thursday, August 22, Friday, August 23, Saturday, August 24 and Sunday, August 25 from noon to 10:00 p.m. daily; waiver of banner fees Sunday, August 18 through Sunday, August 25; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Tuesday, August 20 through Sunday, August 25; waiver of vending fees for Napa (or alternative sponsor) at Welcome Center Lot Thursday, August 22 through Saturday, August 25; use of Interpretive Lot at 2:00 a.m. on Thursday, August 22 through 2:00 p.m. on Sunday, August 25; use of Interpretive Lot (7 parking spaces near Deadwood Street) Sunday, August 18 through Sunday, August 25 for tent and merchandise; use of Welcome Center Lot at 6:00 a.m. on Tuesday, August 20 through 10:00 p.m. on Saturday, August 24; use of Event Complex, Friday, August 23 through Sunday August 25; and Main Street parking from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace on Thursday, August 22 to Saturday, August 24, 2024 from 10:00 a.m. to 10:00 p.m. daily.

9. **Old Business**

10. **New Business**

- a. Second Reading Ordinance #1393 Amending Chapter 10.12.047 Parking Meter Rate regarding language under subsection C(3).

- b. Second Reading Ordinance #1394 Budget Supplement 1 for 2024
- c. Report on parking donations collected from Wednesday, November 22 through Monday, December 26, 2023 and allocation of disbursement of funds.
- d. Permission to engage Towey Design Services at a cost of \$154,210.00 for the engineering design of the Railroad Avenue Water Main Extension project identified as Urgent Task #2 of the recent water study to create a loop system as a secondary source of water for zones 4,5,6,7, and 8. (To be paid from Water enterprise fund.)
- e. Permission to pay Orange County ESD 3 in the amount of \$130,000.00 for the purchase of 2002 Ferrara Inferno 100 Tower Ladder truck. (To be paid by Fire Department Truck Reserve.)
- f. Permission for Fire Dept to expend up to \$12,000.00 for freight/delivery fees for newly purchased ladder truck. (To be paid by Fire Dept Truck Reserve.)
- g. First Reading Ordinance #1395 Budget Supplement 2 for 2024

11. Informational Items and Items from Citizens

- a. Commission Meeting on March 4, 2024 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.

12. Executive Session

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

13. Adjournment

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, FEBRUARY 5, 2024

The Regular Session of the Deadwood City Commission convened on Monday, February 5, 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, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Johnson seconded to approve the minutes of January 16, 2024. Roll Call: Aye-All. Motion carried.

JANUARY 2024 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$23,396.97; PUBLIC BUILDINGS, \$7,830.12; POLICE, \$94,505.96; FIRE, \$5,865.2; BUILDING INSPECTION, \$5,138.80; STREETS, \$38,195.08; PARKS, \$30,710.00; LIBRARY, \$8,768.30; RECREATION CENTER, \$21,734.04; HISTORIC PRESERVATION, \$22,908.25; WATER, \$21,884.48; PARKING METER, \$16,543.18; TROLLEY, \$18,935.33; PARKING RAMP, \$3,464.08
PAYROLL TOTAL: \$326,303.77.

JANUARY 2024 PAYROLL PAYMENTS:

Internal Revenue Service, \$76,136.54; S.D. Retirement System, \$38,222.3; Delta Dental, \$3,805.46.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnsons seconded to approve the February 5, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	634.79
A & I DISTRIBUTORS	SUPPLIES	800.11
A & J SUPPLY	SUPPLIES	99.92
A - Z SHREDDING	SERVICE	173.40
ACE HARDWARE OF LEAD	SUPPLIES	58.05
ALBERTSON ENGINEERING	PROJECT	726.25
ALPINE IMPRESSIONS	SERVICE	54.00
AMAZON CAPITAL	SUPPLIES	1,560.16
AMERICAN ENGINEERING TESTING	PROJECT	2,815.50
BH CHEMICAL	SUPPLIES	587.51
BLACKSTRAP	SUPPLIES	9,005.92
BLAIR, CHRIS	GRANT	3,089.51
BLOOMERS	SERVICE	129.00
BLUEPEAK	SERVICE	4,062.33
BOYS & GIRLS CLUB	ALLOCATION	5,000.00
BRANDING IRON BISTRO	SERVICE	4,200.00
BUTLER MACHINERY	SUPPLIES	510.00
CENTURY BUSINESS PRODUCTS	SERVICE	287.94
CHAINSAW CENTER	SUPPLIES	95.97
CIVICPLUS	SERVICE	2,400.00
CORR CONSTRUCTION	PAY APP	73,239.18
CREATIVE PRODUCT SOURCING	SUPPLIES	459.10
CULLIGAN	SUPPLIES	51.00
DAKOTA SUPPLY GROUP	SUPPLIES	115.47
DEADWOOD CHAMBER	BILL LIST	35,249.32
DEADWOOD CHAMBER	SQUARE	25,000.00
DEADWOOD GAMING	BID #8	45,000.00
DEFENSE TECHNOLOGY	SERVICE	325.00
DOERING, PENNY	REFUND	25.00
ENGINEERED CONCRETE	SUPPLIES	1,200.00
FIRST BAPTIST CHURCH	LEASE	3,600.00
FIRST INTERSTATE BANK	TIF #8	4,712.61
FIRST NET	SERVICE	240.24
FLOYD'S TRUCK CENTER	SERVICE	581.78
FOGLE, JAKE	REIMBURSEMENT	60.00
GALLS	UNIFORMS	221.27
GENPRO ENERGY SOLUTIONS	SERVICE	335.71
GLOVER, SANDY	REIMBURSEMENT	30.00
GLOVER, WILLIAM	REIMBURSEMENT	30.00
GOLDEN WEST	SERVICE	22,669.81
GREAT WESTERN TIRE	SERVICE	2,378.40
HAWKINS	SUPPLIES	1,226.89
HOMETOWN MANUFACTURING	SUPPLIES	439.07
IDENTISYS	SUPPLIES	703.40
INTERSTATE BATTERY	SUPPLIES	61.80
JACOBS WELDING	SERVICE	1,120.54
JASON RAKOW CONSTRUCTION	SERVICE	612.25
JOE B. PETERSON, CPA	SUPPLIES	20.00
KNECHT	SUPPLIES	104.99
KNOX, SHANNA	GRANT	129.17
KUBOTA LEASING	PAYMENT	125.12
LAWRENCE CO. REGISTER	SERVICE	120.00
LEGENDARY ELECTRIC	SERVICE	1,420.12
LIBERTY NATIONAL BANK	TIF #9	381.42
LIVENGOOD BLUES	GRANT	7,500.00

REGULAR MEETING, FEBRUARY 5, 2024

LOMC CLEARINGHOUSE	SUPPLIES	6,500.00
LYNN'S	SUPPLIES	95.25
MAS MODERN MARKETING	SUPPLIES	664.30
MCKEOWN, JESSICCA	REIMBURSEMENT	40.00
MED-TECH RESOURCE	SUPPLIES	288.04
MENARD'S	SUPPLIES	419.64
METERING & TECHNOLOGY	SUPPLIES	499.50
MICROSOFT	SERVICE	713.28
MID-STATES ORGANIZED CRIME	MEMBERSHIP	150.00
MIDWEST TAPE	SUPPLIES	92.96
MDU	SERVICE	16,908.70
MOSHER, ANDREW	REIMBURSEMENT	250.74
MS MAIL	SERVICE	1,848.91
MUTUAL OF OMAHA	INSURANCE	368.90
NUCKLES, LES	REIMBURSEMENT	74.00
ONE WAY SERVICE PROS	SERVICE	749.82
ONSITE FIRST AID	SUPPLIES	382.60
PEARSON, TRAVIS	REIMBURSEMENT	74.00
PRESSURE SERVICES	SERVICE	281.34
PUBLIC SAFETY EQUIPMENT	SUPPLIES	1,380.00
QUIK SIGNS	SERVICE	1,064.59
RAMKOTA HOTEL	CONFERENCE	2,329.00
RASMUSSEN MECHANICAL	SERVICE	25,705.08
RCS CONSTRUCTION	PROJECT	786,362.50
ROCKSTARZ CONCRETE DESIGN	SERVICE	1,800.00
RUTH JR., DAVID	REIMBURSEMENT	236.74
S AND C CLEANERS	CLEANING	8,472.00
SANFORD, TY	REIMBURSEMENT	60.00
SANTOCHI, TREVOR	REIMBURSEMENT	190.74
SCHNERINGER, CINDY	SERVICES	1,698.30
SCOTT PETERSON MOTORS	SUPPLIES	651.14
SD DEPT. OF REVENUE	LICENSE	225.00
SD DEPT. OF TOURISM	SERVICE	500.00
SD MUNICIPAL LEAGUE	SERVICE	120.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,608.63
SQUARE 9 SOFTWARES	RENEWAL	1,018.45
STURDEVANT'S	SUPPLIES	2,881.09
STURGIS RESPONDER SUPPLY	UNIFORMS	54.95
TALLGRASS	PROJECT	2,604.65
TELLINGHUISEN, ROGER	LOBBYIST	20,040.00
TOLAR, JESSICA	REIMBURSEMTN	13.15
TOWEY DESIGN GROUP	PROJECT	2,373.30
TWIN CITY HARDWARE	SUPPLIES	2,036.95
TWO BIT ORIGINALS	SUPPLIES	118.00
ULINE	SUPPLIES	137.54
VANWAY TROPHY	SERVICE	154.60
VERIZON CONNECT NWF	SERVICE	92.95
VERIZON WIRELESS	SERVICE	708.42
VIEHAUSER ENTERPRISES	SUPPLIES	1,104.58
VIGILANT BUSINESS SOLUTION	TESTING	2,172.25
WHEELER LUMBER OPERATIONS	SUPPLIES	1,814.40

Total 1,219,015.93

CONSENT

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

- A. Rescind hiring of Atlas Maverick patrol officer from January 16, 2024 minutes.
- B. Permission to approve updated job description for Library Assistant I.
- C. Permission to increase hours for Jessica Tolar, Library Assistant I, from 19 hours to part-time 25 hours per week (with 1/2 time benefits per employee handbook) at \$15.00 per hour, effective February 4, 2024.
- D. Permission to promote Michael Olsen to part-time (29 hours per week with 1/2 time benefits per employee handbook) Rec Center front desk receptionist at \$16.00 per hour, effective February 4, 2024.
- E. Permission to accept resignation of patrol officer Edward Allen effective January 30, 2024.
- F. Permission to advertise in-house for 5 days and with outside sources for two full time patrol officer positions. (certified \$26.79 per hour and non-certified \$24.22 per hour)
- G. Permission to adopt new job description for Safety Coordinator.
- H. Permission to notify in-house salaried employees defined in Chapter 2.08.010 of Safety Coordinator position at annual stipend of \$3,000.00. (Position open until filled)
- I. Permission to approve the FY2024 aluminum can recycling proceeds to be allocated to Feeding Deadwood.
- J. Permission to make 2024 budget allocation to Lobbyist Craig Matson in the amount of \$20,040.00. (To be paid by Bed and Booze line item)
- K. Permission to approve 2023 abatement request for parcels 30075-00049-000-00, 30075-00036-000-10, 30075-00035-000-00. (School Lots 33 through 36 and 42 through 49, Fuller Brothers LLP)

REGULAR MEETING, FEBRUARY 5, 2024

- L. Acknowledge payment of \$6,500.00 and submittal of a Conditional Letter of Map Revision (CLOMR) for FEMA project clarifying the affects of the hydrologic and hydraulic characteristics of Whitewood Creek in Phase I of the proposed restoration efforts with the determination of Base Flood Elevations.
- M. Acknowledge City of Deadwood's transition of engineering services from KLJ Engineering to DGR Engineering for Burnham Avenue extension to maintain the engineer of record for the project being Dana Foreman, PE.
- N. Permission for the Mayor to sign agreement between Deadwood Historic Preservation Commission and Deadwood Alive for reenactments, performances of The Trial of Jack McCall and operation of the Deadwood Stagecoach for the seasons 2024 through 2028.
- O. Permission for the Mayor to sign lease agreement 600 square feet of city property near the PRV building at the Deadwood Event Complex to CommNet Cellular Inc. for location of a small cell tower.
- P. Permission for Mayor to sign addendum to water use agreement dated September 22, 2006 agreement with Oak Mountain Country Estates Owners Association adjusting utility surcharge and water rates.
- Q. Permission to purchase 10ft snow pusher from Signature Auto Sales in an amount not to exceed \$3,200.00. (To be paid from Parks Equipment budget.)
- R. Permission for the Mayor to sign contract with Complete Concrete in the amount of \$211,285.00 for the 2024 Mt. Moriah Cemetery Project to include base bid and alternated #1 through #6.
- S. Recommendation from Parking and Transportation - approval of Tourist Conveyance Licenses for Ride Deadwood dba Boot Hill Tours, Alkali Ike Tours and Original Deadwood Tours for the 2024 season, contingent upon vehicle inspections and insurance information.
- T. Recommendation from Parking and Transportation - approve request from Alkali Ike Tour Conveyance License to move staging from present location to the Welcome Center for the 2024 season per Chapter 5.40.010 section C.
- U. Permission for Mayor to sign 3-year agreement with Station Automation dba PSTrax for software for the Fire Department.
- V. Permission for Mayor to sign renewal of Marketing and Promotion Agreement between City of Deadwood, Business Improvement District No. BID 7 and ZCN, LLC to expire December 31, 2034
- W. Permission to allow Finance Officer to sign contract with Fitter and Faster for 2024 swim camp to be held on April 13 and 14. Registration fees and lifeguard wages will be collected in lieu of rental fee for the pool which is being waived.
- X. Permission to purchase 60 tons of Black Magic salt at \$172.00 per ton. (To be paid by Streets Supply budget.)
- Y. Permission for Deadwood Volunteer Fire Firefighters John Beck and Jeff Millard to use city vehicle to travel to Belle Fourche on February 6, 2024 for emergency pipeline response training.
- Z. Permission for Deadwood Volunteer Fire Fighters John Beck, Jeremy Van Tassel, Sarah Van Tassel and Melanie Bonds to use city vehicle to travel to Box Elder on February 17 and 18, 2024 for Rushmore Fire Conference. Cost is \$75.00 per person to be paid from Fire Dept training budget.

BID ITEMS**Results**

Mayor Ruth Jr. stated 2 bids were received for the 2002 or newer 95-100' Platform or Aerial Platform Ladder Truck on February 1, 2024 at 2:00 p.m. as advertised.

Orange County Emergency Services District 3 - \$135,000.00
 Zimmerman Farm Services, Inc. - \$230,000.00

Fire Chief Hamann spoke about the bids and recommends rejecting both. Martinisko moved, Johnson seconded to reject bids for the 2002 or newer 95-100' Platform or Aerial Platform Ladder Truck. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 5, 2024Set

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Struble seconded to advertise for bids and set bid opening for 2:00 p.m. on February 29, 2024 for the Retaining Wall project at 10 Denver Avenue with results to the City Commission on March 4, 2024. Roll Call: Aye-All. Motion carried.

Kuchenbecker spoke about the project. Struble moved, Martinisko seconded to advertise for bids and set bid opening for 2:00 p.m. on February 29, 2024 for the retaining wall project at 74 Van Buren Avenue with results to the City Commission on March 4, 2024. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGSAlcohol Transfer

Public hearing was opened at 5:11 p.m. by Mayor Ruth Jr. Danny Sangha, Comfort Inn, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve Convention Center (on-sale) Liquor License (CL-501) and Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-3536) transfer from Deadwood Gaming BHCI LLC to Deadwood Hospitality BHCI LLC dba Deadwood Comfort Inn at 225 Cliff Street. Roll Call: Aye-All. Motion carried.

Alcohol License

Public hearing was opened at 5: p.m. by Mayor Ruth Jr. Dina Flores was present to answer questions, hearing closed. Struble moved, Johnsons seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License for Main Street Espresso at 652 Main Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on February 20 for Retail (on-off sale) Wine and Cider License and transfer of Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-29580) From Black Hills Provisions to Deadwood Main, LLC dba The Vault Lounge at 696 Main Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Struble seconded to set public hearing on February 20 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Outfitters & Topsy Buffalo Bar at 653 Main Street. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on February 20 for Summer Kick off Concert. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on February 20 for Wednesday Night Concert Series. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on February 20 for Wild Bill Days. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on February 20 for Sturgis Motorcycle Parking. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on February 20 for Kool Deadwood Nites. Roll Call: Aye-All. Motion carried.

NEW BUSINESSFirst Reading

Parking and Transportation Director Lux spoke about the Ordinance. Martinisko moved, Struble seconded to approve first reading of Ordinance #1393 Amending Chapter 10.12.047 Parking Meter Rate regarding language under subsection c(3). Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 5, 2024First Reading

Finance Officer McKeown spoke about the Ordinance. Johnson moved, Martinisko seconded to approve first reading of Ordinance #1394 Budget Supplement 1 for 2024. Roll Call: Aye-All. Motion carried.

Resolution

Public Works Director Stalder spoke about the Resolution. Martinisko moved, Struble seconded to approve Resolution 2024-05 Authorizing submittal of Drinking Water Facilities Funding Application for City of Deadwood. Discussion was held concerning process. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2024-05

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Deadwood has determined it is necessary to proceed with drinking water System improvements to include *Urgent Upgrade No. 2, New 12" Water Main from existing Main just north of Sherman / Pioneer intersection to the proposed pump station east of City Shop at Rodeo Grounds* as identified in the City of Deadwood—Drinking Water Facility Plan completed on September 18, 2023 by Towey Design Group ; and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the “Board”) will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$2,897,000 to the South Dakota Board of Water and Natural Resources for the Project.

2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.

3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Dated this 5th day of February, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Renewal

Kuchenbecker spoke about the renewal. Johnson moved, Struble seconded to allow Mayor to sign software maintenance renewal with ESRI in an amount of \$19,180.00. (To be split between the departments using software.) Roll Call: Aye-All. Motion carried.

Proposal

Stalder spoke about the proposal. Martinisko moved, Struble seconded to accept and allow Mayor to sign proposal from Rasmussen Mechanical Services to provide annual preventative maintenance on HVAC systems, including filters, for all city building in 2024 at a cost not to exceed \$79,524.00. (To be paid from Public Buildings professional services.) Roll Call: Aye-All. Motion carried.

Quote

Stalder spoke about the quote. Struble moved, Martinisko seconded to accept low quote from Hurco Technologies, Inc. in the amount of \$53,285.00 for the purchase of 2024 Hurco VAC300G-FI Valve Exerciser truck. (To be paid from Wate Dept. Equipment budget.) Discussion was held concerning vehicle. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 5, 2024Purchase

Stalder spoke about the purchase. Martinisko moved, Johnson seconded to purchase Verkada cameras for the Deadwood Public Library from Technology Inc. for a cost not to exceed \$10,581.33, including installation and 10-year warranty. (To be paid from HP Capital Assets.) Roll Call: Aye-All. Motion carried.

Stalder spoke about the purchase. Johnson moved, Struble seconded to purchase a 30' stainless steel radiant heater with installation from Rasmussen Mechanical at a price not to exceed \$11,657.00. (To be paid from Public Buildings Improvements budget.) Roll Call: Aye-All. Motion carried.

Agreement

Lux spoke about the agreement. Martinisko moved, Struble seconded to allow Mayor to sign three-year agreement with Prairie Hills Transit in the amount of \$3,500.00 per year for Para-Transit services for City of Deadwood residents. (To be paid by P&T Professional Services.) Mayor Ruth stated that it is important for our residents to understand that Deadwood is not stopping service, Prairie Hills Transit is picking up the bulk, but at any time that they feel Prairie Hills is unable to assist them, they can call the city and we will fill in the gaps. Roll Call: Aye-All. Motion carried.

Change Order

Kuchenbecker spoke about the change order. Martinisko moved, Struble seconded to approve Construction Change Order #3 in the amount of \$34,412.50 for the Whitewood Creek Restoration (FEMA) Project bringing new contract total to \$7,650,613.17. Roll Call: Aye-All. Motion carried.

Agreement

Kuchenbecker spoke about the agreement. Struble moved, Johnson seconded to allow Mayor to sign agreement with Donald Toms, Independent Contractor, for the 2024 City of Deadwood Ledger Indexing Project at a cost not to exceed \$8,000.00. (To be paid from HP Archives line item.) Roll Call: Aye-All. Motion carried.

Kuchenbecker spoke about the agreement. Johnson moved, Struble seconded to allow Mayor to sign agreement with Jaci Pearson, independent Contractor, for the 2024 City of Deadwood Oral History Project at a cost not to exceed \$6,750.00. (To be paid from HP Archives line item.) Roll Call: Aye-All. Motion carried.

Kuchenbecker spoke about the agreement. Martinisko moved, Struble seconded to contract with Renee Boen for professional serviced related to archaeological collections at a cost not to exceed \$5,000.00. (To be paid from HP Archaeology line item.) Roll Call: Aye-All. Motion carried.

Request

Kuchenbecker spoke about the request. Martinisko moved, Struble seconded to Act as Board of Adjustments and approve formal request to surrender and remove Conditional Use Permit for the development of condominiums in the Commercial District at 51, 53, 55 Sherman Street previously approved by the Deadwood Planning and Zoning Commission on Wednesday, September 21, 2022 and the Deadwood Board of Adjustment on October 3, 2022. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Residents, Bill Decker, Blake Joseph and Shirlene Joseph asked about the recycling bins. Mayor Ruth stated bins were removed due to a substantial increase to the residents if city would keep. He stated residents can use the free curb side recycling.

Fire Chief Hamman extended condolences to the family of former Fire Chief Charles Ferris.

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

REGULAR MEETING, FEBRUARY 5, 2024

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:46 p.m. The next regular meeting will be on Tuesday, February 20, 2024 at 5:00 p.m.

After coming out of executive session at 6:21 p.m.,

Martinisko moved, Struble seconded to allow Deadwood Fire Dept. to enter into negotiations for purchase of 2002 Ferrara Inferno 100 Tower Ladder Truck from Orange County Emergency Services in an amount not to exceed \$135,000.00. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow Charles Fetter and Paul Robitaille to travel to Texas to inspect fire truck, amount not to exceed \$2,500.00. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to increase wage for Rhonda McGrath, Administrative Assistant, from \$24.67 per hour to \$25.00 per hour effective January 21, 2024. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnsons seconded to adjourn.

ATTEST: _____ DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 06518 COMBINED - 2/21/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-02/20/2024	101-3000-202	LIQUOR LICENS LIC.TRSF.-DWD OUTF,DWD MAIN	000000	225.00
01-0832	MACK'S AUTO BODY, LLC					
		I-2024-011	101-3000-914	COMPENSATION REPAIR-'20 DURANGO #3037-INSUR	000000	4,623.16
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 4,848.16
01-0418	BLACK HILLS PIONEER					
		I-510 - 2024	101-4111-423	PUBLISHING MINUTES - 12/18/23	000000	249.92
		I-516 - 2024	101-4111-423	PUBLISHING NOH - PUBLIC SPACE/COMMNET	000000	11.65
		I-517 - 2024	101-4111-423	PUBLISHING NOH - HOPS AND HOGS	000000	14.07
		I-518 - 2024	101-4111-423	PUBLISHING NOH - FORKS,CORKS,KEGS	000000	14.56
		I-519 - 2024	101-4111-423	PUBLISHING NOH - HWY 85 WATER MAIN	000000	17.47
		I-595 - 2024	101-4111-423	PUBLISHING NOH - BEV LIC/MAIN ST ESPRESSO	000000	13.59
		I-596 - 2024	101-4111-423	PUBLISHING NOH - BEV LIC TRSF/COMFORT INN	000000	18.44
		I-597 - 2024	101-4111-423	PUBLISHING MINUTES - 1/2/2024	000000	191.69
01-0545	LYNN'S DAKOTA MART					
		I-TCKT 0096	101-4111-426	SUPPLIES WORK SESSION SUPPLIES	000000	53.22
01-1682	BLACK HILLS COUNCIL OF					
		I-621	101-4111-422	PROFESSIONAL 2024 ASSESSMENT DUES	000000	605.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MCW-R93V-6TIF	101-4111-426	SUPPLIES CALENDAR - COMMISSION	000000	9.99
				DEPARTMENT 111	COMMISSION	TOTAL: 1,199.60
01-2394	GUNDERSON, PALMER, NELS					
		I-130705	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,500.00
				DEPARTMENT 141	ATTORNEY	TOTAL: 4,500.00
01-0800	MORRISON, RONDA					
		I-008	101-4142-422	PROFESSIONAL JAN'24 CONTRACT SVCS- FINANCE	000000	1,760.00
01-2160	CRAMER MARKETING					
		I-43630	101-4142-426	SUPPLIES CHECKS - FINANCE OFC.	000000	339.48
				DEPARTMENT 142	FINANCE	TOTAL: 2,099.48
01-0223	COCA COLA BOTTLING HIGH					
		I-4673258	101-4192-426-08	SUPPLIES - HI (2) CO2 TANKS/GRANDSTANDS	000000	200.00

PACKET: 06518 COMBINED - 2/21/24

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 01/29/24	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.56
		I-POWER 01/29/24	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	69.68
		I-POWER 01/29/24	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 01/29/24	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.35
		I-POWER 01/29/24	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	594.86
		I-POWER 01/29/24	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	264.76
		I-POWER 01/29/24	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	45.64
		I-POWER 01/29/24	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	20.17
		I-POWER 01/29/24	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	559.50
		I-POWER 01/29/24	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 01/29/24	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	86.28
		I-POWER 01/29/24	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,925.22
		I-POWER 01/29/24	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.59
		I-POWER 01/29/24	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,649.27
		I-POWER 01/29/24	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	64.89
		I-POWER 01/29/24	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	894.32
		I-POWER 01/29/24	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	313.74
		I-POWER 01/29/24	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	94.84
		I-POWER 01/29/24	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	29.81
		I-POWER 01/29/24	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	143.10
		I-POWER 01/29/24	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	175.13
		I-POWER 01/29/24	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	272.72
		I-POWER 01/29/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,242.85
		I-POWER 01/29/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOCROSS	000000	15.00
		I-POWER 01/29/24	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.30
		I-POWER 01/29/24	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	787.18
		I-POWER 01/29/24	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	447.57
		I-POWER 01/29/24	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	32.68
		I-POWER 01/29/24	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	20.41
		I-POWER 01/29/24	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 01/29/24	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	130.51
		I-POWER 01/29/24	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	188.31
		I-POWER 01/29/24	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	217.43
		I-POWER 01/29/24	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	70.96
		I-POWER 01/29/24	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	42.84
		I-POWER 01/29/24	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	40.76
		I-POWER 01/29/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	69.26
		I-POWER 01/29/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	369.06
		I-POWER 01/29/24	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	78.57
		I-POWER 01/29/24	101-4192-428	UTILITIES TRAFFIC LIGHST 4 LANE	000000	71.64
		I-POWER 01/29/24	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	416.82
		I-POWER 01/29/24	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	549.04
		I-POWER 01/29/24	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,330.19
		I-POWER 01/29/24	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	65.97
		I-POWER 01/29/24	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	110.30
		I-POWER 01/29/24	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	43.94
		I-POWER 01/29/24	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	37.22
		I-POWER 01/29/24	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.35

PACKET: 06518 COMBINED - 2/21/24

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 01/29/24	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	102.03
		I-POWER 01/29/24	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	41.78
		I-POWER 01/29/24	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	290.24
		I-POWER 01/29/24	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	42.22
		I-POWER 01/29/24	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	1,683.15
		I-POWER 01/29/24	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	175.22
		I-POWER 01/29/24	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	665.81
		I-POWER 01/29/24	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	50.17
		I-POWER 01/29/24	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	129.75
		I-POWER 01/29/24	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	78.83
		I-POWER 01/29/24	101-4192-428	UTILITIES 5 SIEVER ST	000000	707.25
		I-POWER 01/29/24	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	42.98
		I-POWER 01/29/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	495.59
		I-POWER 01/29/24	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	92.51
		I-POWER 01/29/24	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,056.61
		I-POWER 01/29/24	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	35.91
		I-POWER 01/29/24	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	27.88
		I-POWER 01/29/24	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.59
		I-POWER 01/29/24	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36
		I-POWER 01/29/24	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	85.82
		I-POWER 01/29/24	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	463.44
		I-POWER 01/29/24	101-4192-428	UTILITIES 610 BROADWAY ST	000000	135.40
		I-POWER 01/29/24	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	708.21
		I-POWER 01/29/24	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	43.99
		I-POWER 01/29/24	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	729.09
		I-POWER 01/29/24	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,583.64
		I-POWER 01/29/24	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	75.95
		I-POWER 01/29/24	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	43.54
		I-POWER 01/29/24	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	79.10
		I-POWER 01/29/24	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	996.58
		I-POWER 01/29/24	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	616.28
		I-POWER 01/29/24	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	123.61
		I-POWER 01/29/24	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	11.00
		I-POWER 01/29/24	101-4192-428	UTILITIES 767 MAIN ST	000000	22.02
		I-POWER 01/29/24	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.08
		I-POWER 01/29/24	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.84
		I-POWER 01/29/24	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	19.20
		I-POWER 01/29/24	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	21.88
		I-POWER 01/29/24	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	715.94-
01-0539	LEAD-DEADWOOD SANITARY					
		I-02/01/24 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	33.94
		I-02/01/24 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-02/01/24 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-02/01/24 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	41.20
		I-02/01/24 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	20.10
		I-02/01/24 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-02/01/24 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00

2/16/2024 12:08 PM
 PACKET: 06518 COMBINED - 2/21/24
 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
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-02/01/24	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-02/01/24	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	14.30
		I-02/01/24	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-02/01/24	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	55.15
		I-02/01/24	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	38.22
		I-02/01/24	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	334.66
		I-02/01/24	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	101.63
		I-02/01/24	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.00
		I-02/01/24	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-1502	BLACK HILLS CHEMICAL					
		I-263211	101-4192-426	SUPPLIES KLEENEX-TP-NAT TOWEL/PB	000000	731.22
01-3032	OTIS ELEVATOR COMPANY					
		I-100401470461	101-4192-422-02	PROFESSIONAL ELEV MAINT 3/1-5/31/24/ADAMS M	000000	430.83
		I-100401470461	101-4192-422-09	PROFESSIONAL ELEV MAINT 3/1-5/31/24/HARCC	000000	430.83
01-3151	KONE CHICAGO					
		I-871269400	101-4192-422-17	PROFESSIONAL- JAN ELEVATOR MAINT/DAYS MUS	000000	192.96
01-3977	ACE HARDWARE OF LEAD					
		I-036125	101-4192-426-04	SUPPLIES - CI 10Y SEALED CO ALARM/CITY HALL	000000	44.99
		I-036125	101-4192-426-13	SUPPLIES - RE 10Y SEALED CO ALARM/REC CENTER	000000	89.98
01-4711	AMAZON CAPITAL SERVICES					
		C-1RNT-PNFN-K64L	101-4192-426-11	SUPPLIES - PA CONFERENCE TABLE-CHAIRS/PARKS	000000	719.99-
		I-1GQF-J71R-9F61	101-4192-426-14	SUPPLIES - ST LAMINATED METAL SHELVING/STRTS	000000	130.94
01-4944	QUADIENT FINANCE USA, I					
		I-02/07/24 PPLN01	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-4945	QUADIENT LEASING USA, I					
		I-Q1191864	101-4192-426	SUPPLIES LEASE PYMT - 3/10-6/9/24	000000	245.46
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 33,762.22
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-420983	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,701.48
01-3246	KT CONNECTIONS, INC.					
		I-60767	101-4193-422	PROFESSIONAL ZOOM ROOM - CONNECT MICS	000000	136.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,837.48

PACKET: 06518 COMBINED - 2/21/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	I-0020025	101-4210-424	RENTALS BOTTLED WATER,COOLER RENT- PD	000000	123.00
01-0832	MACK'S AUTO BODY, LLC	I-2024-011	101-4210-425	REPAIRS REPAIR-'20 DURANGO #3037-DEDUC	000000	2,500.00
01-1602	DRIVERS LICENSE GUIDE C	I-826626	101-4210-422	PROFESSIONAL 2024 I.D.CHECKING GUIDE - P D	000000	122.50
01-1827	MS MAIL & MARKETING	I-14367	101-4210-426	SUPPLIES BIZ CARDS-3 OFFICERS - PD	000000	60.00
01-3761	TRITECH SOFTWARE SYSTEM	I-402385	101-4210-422	PROFESSIONAL ANNUAL MAINTENANCE FEES - PD	000000	681.36
01-3970	A & I DISTRIBUTORS	I-4030531A	101-4210-425	REPAIRS 2-6GAL SP EPAK 5W SYN BLEND-PD	000000	154.47
01-4317	VIGILANT BUSINESS SOLUT	I-2257	101-4210-422	PROFESSIONAL SCREENING	000000	239.75
01-4625	FIB CREDIT CARDS	I-01/31/24POLICE CCD	101-4210-434	MACHINERY/EQU 6-MAGNET RAPIDLOCKS - POLICE	000000	187.80
01-4711	AMAZON CAPITAL SERVICES	I-1VTQ-43RJ-QHYT	101-4210-422	PROFESSIONAL TONER CARTRIDGE - POLICE	000000	35.99
01-5034	STURGIS RESPONDER SUPPL	I-3310	101-4210-426	SUPPLIES TASER HOLDER,3 POLOS,NM PLT-PD	000000	231.52
		I-3380	101-4210-426	SUPPLIES UNIF.SHIRTS,SEWED 8 PATCHES-PD	000000	149.90
DEPARTMENT 210 POLICE						TOTAL: 4,486.29
01-0418	BLACK HILLS PIONEER	I-594 - 2024	101-4221-422	PROFESSIONAL REQ.FOR BIDS - FIRE DEPT/TRUCK	000000	87.35
01-1348	FLOYD'S TRUCK CENTER, I	I-R201043774:01-A	101-4221-425	REPAIRS BAL.DUE-REPAIR-ENG#2-FIRE DPT	000000	69.48
		I-R201043779	101-4221-425	REPAIRS MISC REPAIRS - ENG#2 -FIRE DPT	000000	1,797.82
01-1827	MS MAIL & MARKETING	I-14361	101-4221-426	SUPPLIES PRINTING #10 ENVELOPES - FIRE	000000	110.00
01-3094	BOMGAARS	I-57231227	101-4221-426	SUPPLIES 2 BATTERIES - FIRE DEPT	000000	399.98
01-4821	MACQUEEN EMERGENCY	I-P25160	101-4221-426	SUPPLIES LITHIUM BATTERIES-SCBAs/FIRE	000000	1,575.19
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						4,039.80

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 PACKET: 06518 COMBINED - 2/21/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5066	LOOKOUT PLAN + CODE CON	I-24011	101-4232-422	PROFESSIONAL PLAN REVIEW LODGE-LANDMARK	000000	2,423.20
					DEPARTMENT 232 BUILDING INSPECTION TOTAL:	2,423.20
01-0412	AMERICAN ENGINEERING TE	I-INV-176663	101-4310-422-01	TIMM LANE BRI TIMM LN BRIDGE-FIELD/LAB TESTS	000000	422.70
01-0467	CULLIGAN OF THE BLACK H	I-0020040	101-4310-426	SUPPLIES (5) 5 GAL BOTTLED WATER/STRTS	000000	28.80
01-0598	SUMMIT SIGNS AND SUPPLY	I-65136	101-4310-426	SUPPLIES REFL-LAMINATED STRT SIGNS/STRT	000000	343.00
01-0782	JACOBS PRECISION WELDIN	I-30923	101-4310-426	SUPPLIES FLAT BAR 48"/STREETS	000000	61.49
01-1333	DEADWOOD ELECTRIC	I-23094	101-4310-422	PROFESSIONAL ADD OUTLETS BEHIND RNDHOUSE/ST	000000	302.24
01-1374	BUTLER MACHINERY COMPAN	I-06PS0677079	101-4310-426	SUPPLIES 10W ADV HYDO 5 GAL-BLADE A/STR	000000	154.12
01-1424	SOUTHSIDE SERVICE	I-0060565	101-4310-425	REPAIRS TIRE REPAIRS-SENSOR STEM/STRTS	000000	58.00
01-1498	A & J SUPPLY	I-2257	101-4310-425	REPAIRS ANGLE IRON BUMPER/STREETS	000000	260.00
01-1500	A & B WELDING	I-01085583	101-4310-426	SUPPLIES OXYGEN-ACETYLENE/STREETS	000000	140.15
01-1681	BIERSCHBACH EQUIPMENT &	I-068332	101-4310-426	SUPPLIES (10) 50# BAGS COLD MIX ASPH/ST	000000	177.50
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2004288	101-4310-434	MACHINERY/EQU TIRE CHAINS-FREIGHT/STRTS	000000	704.45
01-1813	GENERAL TRAFFIC CONTROL	I-24173	101-4310-425	REPAIRS PED PUSHBUTTON ASSY-SHIP/STRTS	000000	530.00
01-1838	RAMKOTA HOTEL	I-10982Q	101-4310-427	TRAVEL L STALDER- HB1149	000000	119.00
01-3060	QUIK SIGNS	I-44014	101-4310-422	PROFESSIONAL (2) GRAPHIC CUT OUT SIGNS/STRT	000000	108.61
01-3438	BLACKSTRAP, INC.					

PACKET: 06518 COMBINED - 2/21/24
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
01-3438	BLACKSTRAP, INC.		continued			
		I-145631	101-4310-426	SUPPLIES 28.01 TONS BLACK MAGIC SALT/ST	000000	4,817.72
01-3970	A & I DISTRIBUTORS					
		I-4030531	101-4310-426	SUPPLIES 6 GAL SYN 5W20 BLEND/STRTS	000000	154.48
01-4857	VERIZON CONNECT					
		I-604000054532	101-4310-422	PROFESSIONAL JANUARY VEHICLE TRACKING/STRTS	000000	57.20
01-5052	AVID4 ENGINEERING					
		I-23-123.9	101-4310-422	PROFESSIONAL DELIVERY OF GIS WATER/PUB WORK	000000	240.00
01-5198	WINZER					
		I-1769407	101-4310-426	SUPPLIES (10) SHOP PRO4-1/2X7/8XL40G/ST	000000	199.71
				DEPARTMENT 310 STREETS	TOTAL:	8,879.17
01-4630	SANDER SANITATION SERVI					
		I-01/31/24 RES GARB	101-4320-422	PROFESSIONAL JAN RESIDENTIAL GARBAGE	000000	12,787.32
				DEPARTMENT 320 SANITATION	TOTAL:	12,787.32
01-1436	CITY OF LEAD					
		I-102	101-4412-422	PROFESSIONAL 1/2 EXP-2023 TC ANIMAL SHELTER	000000	1,953.14
				DEPARTMENT 412 ANIMAL CONTROL	TOTAL:	1,953.14
01-0412	AMERICAN ENGINEERING TE					
		I-INV-177109	101-4520-422-01	PROF SERV- FE P-0028519-WHITEWD CRK RESTOR.	000000	2,353.25
01-0467	CULLIGAN OF THE BLACK H					
		I-0020041	101-4520-426	SUPPLIES (2) 5 GAL BOTTLE WTR-RENT/PARK	000000	29.40
01-0680	SAFELITE AUTOGLASS					
		I-00601-181051	101-4520-422	PROFESSIONAL WINDSHIELD 2019 SILVERADO/PARK	000000	402.26
01-0776	ALBERTSON ENGINEERING,					
		I-20000	101-4520-422-01	PROF SERV- FE WHITEWD CRK ADD SVC ADDEND#3	000000	2,563.05
		I-20020	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK ADDENDUM #5	000000	4,719.00
		I-20021	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK ADDENDUM #4	000000	5,605.11
		I-20022	101-4520-422-01	PROF SERV- FE PROJ.2B-CRK RESTOR PWRHS PK-SO	000000	2,695.10
		I-20023	101-4520-422-01	PROF SERV- FE PROJ.2A-CRK RESTOR PWRHS PK-NO	000000	2,745.90
		I-20024	101-4520-422-01	PROF SERV- FE PROJ.1-CRK RESTOR BTWN PWRHSE	000000	6,160.22
01-1502	BLACK HILLS CHEMICAL					
		I-261562	101-4520-426	SUPPLIES (24) 45 GAL GARB BAGS/PARKS	000000	954.24

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 PACKET: 06518 COMBINED - 2/21/24
 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
01-1731	WHEELER LUMBER OPERATIO	I-1340-037789	101-4520-426	SUPPLIES (25) 6X6-8' FIR #1 RGH Q-NAP/P	000000	2,070.00
01-1765	JENNER EQUIPMENT	I-48253	101-4520-426	SUPPLIES ASSY BLADE-OIL 46HD H/PARKS	000000	69.84
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2004199	101-4520-426	SUPPLIES SPRING-AIR FILT-GLV-TRIMMER/PR	000000	409.72
01-3977	ACE HARDWARE OF LEAD	I-036153	101-4520-426	SUPPLIES SPRING SNAP/PARKS	000000	35.14
01-4857	VERIZON CONNECT	I-604000054532	101-4520-422	PROFESSIONAL JANUARY VEHICLE TRACKING/PARKS	000000	57.20
01-5052	AVID4 ENGINEERING	I-23-123.9	101-4520-422	PROFESSIONAL TRAILS MAP-SURVEY-ID/PARKS	000000	800.00
		I-23-123.9b	101-4520-422-01	PROF SERV- FE EASEMENT PREP-WHITEWD CRK RSTR	000000	970.00
01-5069	MICROSOFT	I-G038957035	101-4520-422	PROFESSIONAL AZURE SUPPORT 01/01-01/31/24	000000	238.03
					DEPARTMENT 520 PARKS	TOTAL: 32,877.46
01-4317	VIGILANT BUSINESS SOLUT	I-2226	101-4640-422	PROFESSIONAL TESTING	000000	54.00
01-5052	AVID4 ENGINEERING	I-23-123.9	101-4640-422	PROFESSIONAL AZURE/PLANNING & ZONING	000000	120.00
01-5069	MICROSOFT	I-G038957035	101-4640-422	PROFESSIONAL AZURE SUPPORT 01/01-01/31/24	000000	238.04
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 412.04
					FUND 101 GENERAL FUND	TOTAL: 117,105.38

PACKET: 06518 COMBINED - 2/21/24
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
01-1502	BLACK HILLS CHEMICAL					
		I-263242	209-4510-426	SUPPLIES DISINFECT-DAWN-TISSUE-FOAM/REC	000000	839.41
		I-263761	209-4510-426	SUPPLIES LEMON SAGE MAINTAINER/REC	000000	167.52
01-1909	AMERICAN RED CROSS TRAI					
		I-22661034	209-4510-422	PROFESSIONAL (4) LIFEGUARD REVIEWS/REC	000000	184.00
01-3151	KONE CHICAGO					
		I-871269399	209-4510-422	PROFESSIONAL JAN ELEV MAINT/REC CENTER	000000	185.54
01-4125	POOL & SPA CENTER-SPEAR					
		I-02/02/24 INVOICE	209-4510-426	SUPPLIES (2) 75 SQ FT CALDERA FILTER/RE	000000	172.10
01-4625	FIB CREDIT CARDS					
		I-1/31/24 FINANCECCD	209-4510-426	SUPPLIES REC CONCESSION SUPPLIES	000000	92.65
		I-1/31/24 FINANCECCD	209-4510-426	SUPPLIES REC CONCESSION SUPPLIES	000000	271.39
01-4711	AMAZON CAPITAL SERVICES					
		I-1JJL-YMKH-31LW	209-4510-434	MACHINERY/EQU (12) BARBELLS-PLATFORMS/REC	000000	2,490.84
					DEPARTMENT 510 REC CENTER	TOTAL: 4,403.45
01-0475	DEADWOOD CHAMBER & VISI					
		I-02/14/2024	209-4980-422	PROFESSIONAL BILL LIST FOR 2/20/2024 - B&B	000000	16,579.93
01-5199	CRAIG MATTSON, LLC					
		I-01/24/2024	209-4980-429	OTHER 2024 LOBBYIST FEES	000000	20,040.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 36,619.93
					FUND 209 BED & BOOZE FUND	TOTAL: 41,023.38

PACKET: 06518 COMBINED - 2/21/24

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-515 - 2024	211-4630-422	PROFESSIONAL ORDINANCE 1391 - BID #9	000000	108.70
				DEPARTMENT 630 BID #9	TOTAL:	108.70
				FUND 211 BID #9	TOTAL:	108.70

PACKET: 06518 COMBINED - 2/21/24

VENDOR SET: 01

Section 4 Item a.

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-02/14/2024	213-4630-423	MARKETING	BILL LIST-2/20/2024 - BID 1-6 000000	17,057.45
					DEPARTMENT 630 BID	TOTAL: 17,057.45
					FUND 213 BID #1-6 (Business Imprv)	TOTAL: 17,057.45

PACKET: 06518 COMBINED - 2/21/24
 VENDOR SET: 01
 FUND : 214 BID #7-OCCUPANCY TAX
 DEPARTMENT: 630 BID #7
 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-514 - 2024	214-4630-422	PROFESSIONAL ORDINANCE 1389 - BID #7	000000	131.51
				DEPARTMENT 630 BID #7	TOTAL:	131.51
				FUND 214 BID #7-OCCUPANCY TAX	TOTAL:	131.51

PACKET: 06518 COMBINED - 2/21/24

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
01-4906	STONE LAND SERVICES, LL	I-2024-01	215-4572-235	VISITOR MGMT BOOTS TO BRICKS	000000	4,755.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	4,755.00
01-1986	ASSOCIATED BAG COMPANY	I-G506316	215-4573-335	HIST. INTERP. ZIPPER BAGS	000000	636.19
01-3314	CENTURY BUSINESS PRODUC	I-716577	215-4573-335	HIST. INTERP. 3051CI 1/24 - 2/24	000000	58.60
01-4625	FIB CREDIT CARDS	I-013124	215-4573-335	HIST. INTERP. ANCESTRY.COM	000000	243.20
		I-013124	215-4573-335	HIST. INTERP. FORT BOWIE BOOK	000000	32.76
		I-013124	215-4573-325	HIST. INTERP. SMITHSONIAN SUBSCRIPTION	000000	39.99
		I-013124	215-4573-335	HIST. INTERP. INDIE BOOKS CHINATOWN	000000	61.60
		I-013124	215-4573-335	HIST. INTERP. FAMILY W/ 4 SEASONS BOWL	000000	19.99
		I-013124	215-4573-335	HIST. INTERP. FEDEX- SHIP GUN TO MARYLAND	000000	126.40
		I-013124	215-4573-335	HIST. INTERP. FEDEX- SHIP GUN TO MARYLAND	000000	3.47
		I-013124	215-4573-335	HIST. INTERP. EBAY- DEADWOOD MAIN ST PSTCRD	000000	6.50
		I-013124	215-4573-325	HIST. INTERP. MY HERITAGE ANNUAL SUBSCRIPTIO	000000	328.23
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	1,556.93
01-0776	ALBERTSON ENGINEERING,	I-20005	215-4575-515	GRANT/LOAN RE 34/35 JACKSON	000000	650.00
		I-20008	215-4575-515	GRANT/LOAN RE 33 1/2 JACKSON	000000	100.00
		I-20009	215-4575-515	GRANT/LOAN RE 74 VAN BUREN	000000	400.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	1,150.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-420983	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,	I-20001	215-4576-600	PROFES. SERV. WELCOME CENTER TRAIL RESTOR	000000	5,072.05
01-2394	GUNDERSON, PALMER, NELS	I-130705	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	876.75
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	6,963.80
01-0776	ALBERTSON ENGINEERING,	I-20010	215-4577-755	CAPITAL ASSET 10 DENVER	000000	400.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS O	TOTAL:	400.00

PACKET: 06518 COMBINED - 2/21/24

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
01-0510	GOLDEN WEST TECHNOLOGIE	I-421265	215-4641-434	MACHINERY/EQU COMPUTER TOER - K KUCHENBECKER	000000	3,378.00
01-1725	QUILL CORPORATION	I-012424	215-4641-426	SUPPLIES SPOONS & FORKS	000000	127.10
01-1827	MS MAIL & MARKETING	I-14386A	215-4641-423	PUBLISHING FEBRUARY NEWSLETTER	000000	667.60
		I-14395	215-4641-426	SUPPLIES BUSINESS CARDS- K KUCHENBECKER	000000	50.00
01-1838	RAMKOTA HOTEL	I-10982S	215-4641-427	TRAVEL K KUCHENBECKER - HB1149	000000	119.00
		I-10982T	215-4641-427	TRAVEL S MARTINISKO- HB1149	000000	119.00
		I-10982U	215-4641-427	TRAVEL M JOHNSON - HB1149	000000	119.00
01-2205	KUCHENBECKER, KEVIN	I-020824	215-4641-426	SUPPLIES MEALS TESTIFY HB 1149	000000	24.00
01-3314	CENTURY BUSINESS PRODUC	I-716578	215-4641-428	UTILITIES 4054CI 1/24 - 2/24	000000	192.39
01-4625	FIB CREDIT CARDS	I-013124	215-4641-426	SUPPLIES 4IMPRINT PENS FOR HP & PZ	000000	688.34
		I-013124	215-4641-427	TRAVEL TKOLSON- FOOD IN PIERRE	000000	16.50
		I-013124	215-4641-427	TRAVEL CASEY'S FUEL PIERRE	000000	30.00
		I-013124	215-4641-426	SUPPLIES R&L BOOKS- ACCESSIBLE PAST HP	000000	50.00
		I-013124	215-4641-427	TRAVEL LAMINISTRA - LEGISLATURE	000000	50.73
		I-013124	215-4641-427	TRAVEL RED ROSSA - LESLATURE VISIT	000000	340.69
		I-013124	215-4641-427	TRAVEL CASEY'S FUEL- LEGISLATURE	000000	43.50
		I-1/31/24 FINANCECCD	215-4641-427	TRAVEL FUEL-PIERRE TRIP- 1/18/24- HP	000000	41.22
		I-1/31/24 FINANCECCD	215-4641-427	TRAVEL DWD ALIVE BRKFST-PIERRE-1/18	000000	13.26
01-4711	AMAZON CAPITAL SERVICES	I-1GKV-9KLX-QGG9	215-4641-426	SUPPLIES PAPER PLATES & POWER CORD JL	000000	122.46
		I-1NWR-WNTK-9MQV	215-4641-434	MACHINERY/EQU TOUCHSCREEN MONITOR- KK	000000	348.45
		I-1TM7-N44T-QHYP	215-4641-426	SUPPLIES DESK SUPPLIES	000000	43.44
01-5069	MICROSOFT	I-G038957035	215-4641-422	PROFESSIONAL AZURE SUPPORT 01/01-01/31/24	000000	238.04

DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: 6,822.72

FUND 215 HISTORIC PRESERVATION TOTAL: 21,648.45

PACKET: 06518 COMBINED - 2/21/24
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5160	EXCEL CONSTRUCTION LLC	I-1151	216-1310	DUE FROM OTHE 47 LINCOLN EMANUEL	000000	559.32
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 559.32
01-0558	NHS OF THE BLACK HILLS	I-2024-1	216-4653-422	PROFESSIONAL CONTRACT JAN 2024	000000	3,520.00
01-1496	LAWRENCE CO. REGISTER O	I-012524	216-4653-960	CLOSING CO 53 LINCOLN OLSON	000000	30.00
		I-012924	216-4653-960	CLOSING CO 20 DENVER BYRNE	000000	60.00
01-4521	JOSEPH, SHIRLENE	I-0101694	216-4653-962-01	SPECIAL NEEDS 771 MAIN JOSEPH	000000	583.60
01-5051	SODAK TITLE	I-OE-0064-24	216-4653-960	CLOSING CO 55 TAYLOR COOMES	000000	120.00
		I-OE-0065-24	216-4653-960	CLOSING CO 512 CLIFF LEWIS	000000	120.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 4,433.60
				FUND	216	REVOLVING LOAN
						TOTAL: 4,992.92

PACKET: 06518 COMBINED - 2/21/24
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
01-0467	CULLIGAN OF THE BLACK H	I-0020040	602-4330-426	SUPPLIES (5) 5 GAL BOTTLED WATER/WATER	000000	28.80
01-0539	LEAD-DEADWOOD SANITARY	I-02/01/24 EQR	602-4330-422	PROFESSIONAL JANUARY EQR/WATER	000000	19,913.20
01-1483	KNECHT HOME CENTER	I-10221663	602-4330-426	SUPPLIES HANDLE-PVC-TRAP-KNOB/WATER	000000	212.20
01-1827	MS MAIL & MARKETING	I-14386	602-4330-426	SUPPLIES UTILITIES MAILING-FEB FOR JAN	000000	371.54
01-3736	METERING & TECHNOLOGY S	I-INV4148	602-4330-426	SUPPLIES (12) M25 PLASTIC BARE METER/WT	000000	707.14
01-4711	AMAZON CAPITAL SERVICES	I-114-6176972-086583	602-4330-426	SUPPLIES YRS OF SVC AWARD-PERCY- WTR	000000	36.99
01-4857	VERIZON CONNECT	I-604000054532	602-4330-422	PROFESSIONAL JANUARY VEHICLE TRACKING/WATER	000000	57.20
					DEPARTMENT 330 WATER	TOTAL: 21,327.07
					FUND 602 WATER FUND	TOTAL: 21,327.07

PACKET: 06518 COMBINED - 2/21/24

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
01-5200	EIDE, KIM	I-20240213	610-3360-532	PARKING FINE REFUND PARK CITATION/P&T	000000	25.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	25.00
01-0418	BLACK HILLS PIONEER	I-112189	610-4360-423	PUBLISHING HOLIDAY PARKING AD/P&T	000000	406.75
01-1827	MS MAIL & MARKETING	I-14367	610-4360-426	SUPPLIES GOLF/TAXI STICKERS - P&T	000000	110.00
		I-14367	610-4360-426	SUPPLIES PKG PERMITS-PINK/ORANGE- P&T	000000	77.50
01-3494	THE EMBLEM AUTHORITY	I-44683	610-4360-426	SUPPLIES CSO-PARKING AUTH PATCHES/P&T	000000	468.00
01-4347	VERIZON CONNECT NWF, I	I-OSV000003237610	610-4360-422	PROFESSIONAL JAN DATA CONNECT SRVC/P&T	000000	92.95
01-4711	AMAZON CAPITAL SERVICES	I-1GKV-9KLX-QGG9	610-4360-426	SUPPLIES PAPER PLATES & POWER CORD JL	000000	12.89
01-4766	IPS GROUP INC	I-INV93759	610-4360-422-02	PROFESSIONAL CC TRANS-WIRELESS DATA FEE/P&T	000000	1,297.29
		I-INV93833	610-4360-422-02	PROFESSIONAL PEMS-LIC MAINT FEES-PTMS/P&T	000000	5,581.82
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	8,047.20
01-0545	LYNN'S DAKOTA MART	I-02/02/24 STATEMENT	610-4361-426	SUPPLIES COFFEE-FILTERS/TROLLEY	000000	16.48
01-1502	BLACK HILLS CHEMICAL	I-263220	610-4361-426	SUPPLIES (2) 16 GAL GARBAGE BAGS/TROLLE	000000	42.60
01-2889	ATCO INTERNATIONAL	I-I0625019	610-4361-426	SUPPLIES SPARKLE-ATCOTE/TROLLEY	000000	255.00
01-4625	FIB CREDIT CARDS	I-1/31/24 FINANCECCD	610-4361-426	SUPPLIES 5 -.5L PKS BOTTLED WTR/TROLLEY	000000	26.80
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	340.88
01-0429	BLACK HILLS ENERGY	I-POWER 01/29/24	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	30.07
01-3151	KONE CHICAGO	I-1158672070	610-4362-425	REPAIRS SRVC CALL FOR ELEV REPAIR/RAMP	000000	1,547.42

PACKET: 06518 COMBINED - 2/21/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE CHICAGO		continued			
		I-871269399	610-4362-422	PROFESSIONAL JAN ELEV MAINT/RAMP	000000	185.53
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	1,763.02
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	10,176.10

PACKET: 06518 COMBINED - 2/21/24

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

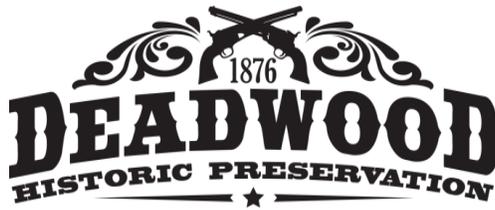
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-02/14/24	723-4000-429	OTHER CITY SLOTS - PYMT 8, 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:	263,400.51

6.4 Benefits:

3. Recreation Membership: All full-time City employees and active Volunteer Firefighters, ~~as well as the Volunteer Firefighters~~ and immediate family, are allowed the benefit of using the Recreation Center and its facility during normal hours of operation at no charge. Immediate family ~~for firefighters~~ includes spouse and dependent children only **with guidelines mirrored by requirements of City health benefit coverage**. The value of the membership is a taxable benefit under IRS regulations. Retired City of Deadwood employees are allowed to use the Rec Center free of charge. (Updated and approved by City Commission on ~~October 16, 2017~~ **February 20, 2024**)

OFFICE OF
**PLANNING, ZONING AND
 HISTORIC PRESERVATION**
 108 Sherman Street
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KEVIN KUCHENBECKER
 Planning, Zoning and
 Historic Preservation Officer
 Telephone: (605) 578-2082
 Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: February 15, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls and other structural engineering matters within the City of Deadwood.

Staff is once again recommending approval of a contract for 2024 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$75,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

The Historic Preservation Commission reviewed this request at their February 14, 2024 meeting and recommend approval.

Recommend Motion: *Move to sign a contract for 2024 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$75,000.00 from the HP Professional Services budget.*



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services

February 2, 2024

Structural Engineer (SER):

Albertson Engineering, Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, SD 57735

Project Name: Retaining Wall Replacement/Repair Open End Contract for 2024
Project Location: Deadwood, South Dakota
SER Project #: 2024-029

PROJECT DESCRIPTION

For calendar year 2024, design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A.

This Agreement is for services performed during calendar year 2024.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Seventy-Five Thousand Dollars (\$75,000.00) plus applicable taxes and reimbursable expenses.

The SER's current standard hourly rate schedule is:

Senior Principal	\$225/hr
Principal	\$200/hr
Associate Principal	\$175/hr
Senior Engineer	\$175/hr
Project Engineer	\$150/hr
Professional Engineer	\$140/hr
Expert Witness	\$375/hr

EIT	\$125/hr
BIM Manager	\$130/hr
BIM Technician II	\$110/hr
BIM Technician I	\$90/hr
Engineering Intern	\$75/hr
Clerical	\$60/hr
GPR equipment fee	\$200/hr

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties.

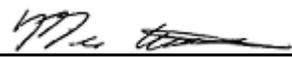
This Agreement terminates all prior Open End Contracts between Albertson Engineering Inc. and City of Deadwood.

This Agreement will remain in effect until March 31, 2025 unless terminated prior.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)

by Owner



Signature

Signature

Mike Albertson, President

Print Name and Title

Print Name and Title

2/2/2024

Date

Date



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 2, 2024 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE			
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		

Basic Services (continued)	Included	Not Included	Remarks
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review			
a. Review Specified Submittals for Items Designed by SER	X		
b. Review Submittals for Pre-Engineered Structural Elements			

Basic Services (continued)	Included	Not Included	Remarks
4. Site Visits a. Make Site Visits at Intervals Appropriate to the Stage of Construction b. Prepare Site Visit Reports	X		
5. Materials Testing and Inspection a. Review Testing and Inspection Reports b. Initiate Appropriate Action to Those Reports, if required	X		

ADDITIONAL SERVICES

I. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



Albertson Engineering Inc.

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated April 28, 2022 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.

1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.

1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.

1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.

1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Prepare construction observation reports.

Section 2 - Basic Services

2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Section 3 - Additional Services

3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable. The obligation to indemnify and hold harmless does not include a duty to defend.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement. The obligation to indemnify and hold harmless does not include a duty to defend.

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1)

the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

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: February 9, 2024

To: Deadwood Historic Preservation Commission

From: Kevin Kuchenbecker, Historic Preservation Officer

Re: Request from Deadwood Arts Committee for 2024 Funding

In June of 2023, the Historic Preservation Commission agreed to be a sponsor in creating life-sized bronze sculptures of Deadwood Legends. This included a \$45,000.00 loan to pay for the Calamity Jane Marquette. Additional funding of \$25,000.00 a year for the next five years was also approved in the 2024 budget.

The next sculpture to be completed is Seth Bullock. The Deadwood Arts Committee is seeking \$5,000.00 from the Historic Preservation Commission for this statue. With \$25,000.00 being paid towards the loan in 2023 and \$20,000.00 being paid in 2024 this leaves a balance for this year of \$5,000.00.

The Historic Preservation Commission reviewed this at their February 14, 2024 meeting and recommend paying \$5,000.00 to the Deadwood Arts Committee for the Seth Bullock Statue to be paid out of the Public Education line item.

RECOMMENDED MOTION:

Move to approve paying the Deadwood Arts Committee \$5,000.00 for the Seth Bullock sculpture to be paid out of the public education line item..



MEMORANDUM

Date: February 15, 2024
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: 2024 Round 1 Outside of Deadwood Grants

On February 2, 2024, the Projects Committee reviewed the 2024 Round 1 Outside of Deadwood Grant applications. This round included ten (10) Outside of Deadwood Grant applications requesting a total of \$66,215.00.

The budget for 2024 is set at \$100,000.00 with two funding cycles, January and June of each year. Round 1 budget is set at \$50,000.00. The Projects Committee closely reviewed the applications and made the following recommendations for grant approval. The table lists the applicant, project, location and amount for ten grants totaling \$46,500.00 with the remaining funds being used for any emergency grants.

The Historic Preservation Commission recommends approval of the 2024 Round 1 Outside of Deadwood Grants as follows:

2024 RD 1 Outside of Deadwood Grant Requests

Organization Name	City	Project Budget	Matching Funds	Amount Requested	Suggested Approval
Booth Society - Item A	Belle Fourche	\$7,000.00	\$3,500.00	\$3,500.00	\$ 3,500.00
City of Hot Springs - Item B	Hot Springs	\$15,216.07	\$7,608.00	\$7,608.00	\$ 7,500.00
Haakon County - Item C	Philip	\$290,000.00	\$280,000.00	\$10,000.00	\$ -
SD Historic Society Foundation - Item D	Pierre	\$19,948.95	\$10,568.95	\$9,380.00	\$ -
SD Stockgrowers - Item E	Rapid City	\$51,734.79	\$41,734.79	\$10,000.00	\$ 10,000.00
Society of Black Hills Pioneers - Item F	Vale	\$8,018.74	\$4,018.74	\$4,000.00	\$ 4,000.00
University of South Dakota - Item G	Vermillion	\$18,760.00	\$12,500.00	\$6,260.00	\$ 6,250.00
Historic Rapid City - Item H	Rapid City	\$7,692.00	\$3,692.00	\$3,692.00	\$ 3,500.00
Historic Homestake Opera House -- Item I	Lead	\$60,000.00	\$50,000.00	\$10,000.00	\$ 10,000.00
Dakotaland Museum - Item J	Huron	\$3,550.00	\$1,775.00	\$1,775.00	\$ 1,750.00
TOTAL GRANT REQUESTS		\$481,920.55	\$415,397.48	\$66,215.00	\$ 46,500.00

Motion: *Move to approve the 2024 Round 1 Outside of Deadwood Grants in the amount of \$46,500.00.*

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: February 15, 2024

To: Deadwood City Commission

From: Kevin Kuchenbecker, Historic Preservation Officer

Re: Purchase of Luxfer Prism Glass Tiles

Luxfer Prism Glass Tiles were designed in the late 1800s to allow light to enter from an oblique angle and be redirected to the back of a building. These glass tiles can be found on the store fronts of the Deadwood Day Spa located on Sherman Street and Jacobs Art Studio and the Union Palace Building both on Main Street.

The antique Luxfer Prism Glass Tiles are not easy to find, and staff would like to purchase tiles to have in our inventory to assist in the restoration of commercial buildings in Deadwood. Staff is requesting permission to purchase Luxfer Prism Glass Tiles from Two Bit Originals, LLC in the amount of \$1,424.00.

The Historic Preservation Commission reviewed this at their February 14, 2024, meeting and recommend purchasing the 178 Luxfer Prism Glass Tiles from Two Bit Originals, LLC in the amount not to exceed \$1,424.00 to be paid out of the Collections/Acquisition Line Item.

For public record, Two Bit Originals, LLC is a single-member limited liability company owned and operated by the Historic Preservation Officer, Kevin Kuchenbecker who acquired these tiles several years ago at an antique market for the purpose of resale. The current price of these style of tiles range on the open market from \$8.00 to \$60.00 per tile.

RECOMMENDED MOTION:

*Move to purchase the Luxfer Prism Glass Tiles from Two Bit Originals, LLC in the amount not to exceed \$1,424.00 to be paid out of the Collections/Acquisition Line Item.
 (215-4573-330)*

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and _____, with its primary business address at _____ (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of _____ without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

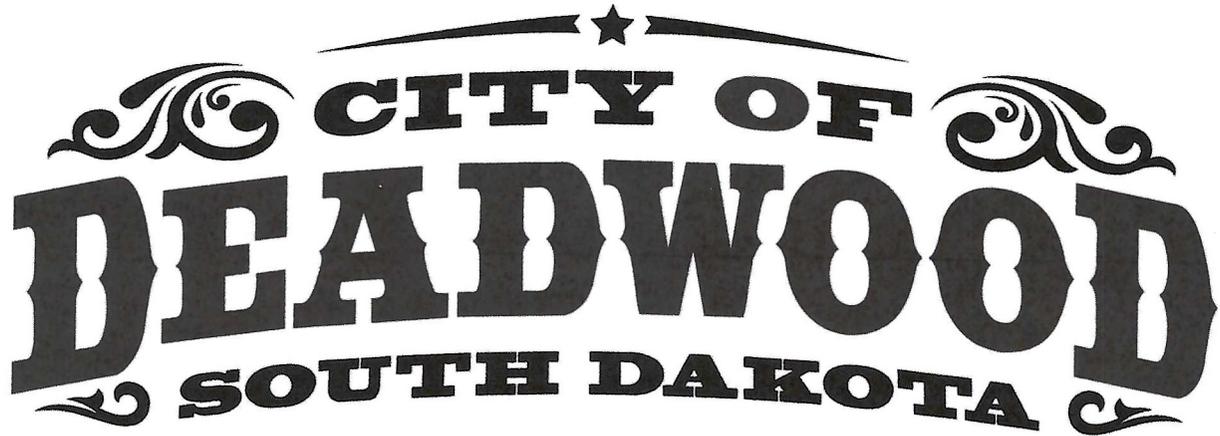
and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.



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

Deadwood Mickelson Trail Marathon

Instructions:

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

Name: _____

Address: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Emily Wheeler Pager/Cell #: 605-390-6137**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING****NO****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):.

Yes, fees vary for race registrations from \$15-\$110

**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:

Please see next Page

Sherman Street Lot Detail:

- Erect city tent on Friday at the Sherman Street parking lot
- Deliver 1 set of bleachers to Sherman St. Parking lot
- Deliver the event fencing which will be used to create a Finisher's Chute from the old rail bridge to our finish line. (leave in trailer)
- Provide barricades to close off the Sherman Street lot to public use.
- Deliver 16 cement barricades to Sherman Street lot Friday morning for setting up the BHSU tent (Randy and BHSU crew will set up)





Events Center/ Rodeo Grounds:

- Will Park vehicles on Sunday June 2nd to load buses for the Start Lines. Parking Crew arrives at 4:45am. Need trolleys to pick up runner's from hotels between 5:30am-6:45am and deliver them to the Rodeo Grounds

Outlaw Square

- Will host free concert/ Post race party from 2-5pm on Sunday June 2nd

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

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

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

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

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

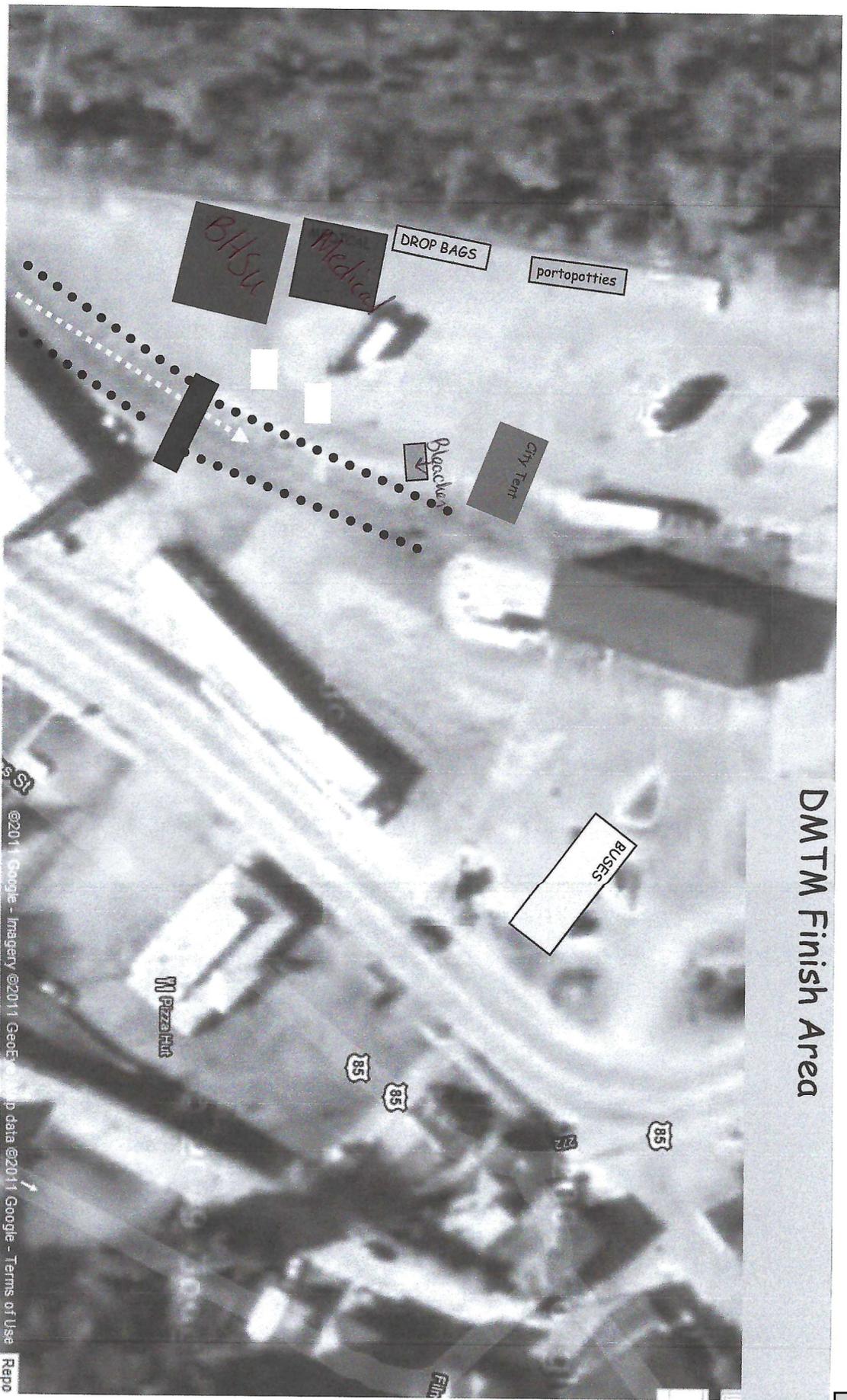
If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER (specify):

- First Aid Facilities and Ambulance locations. *will be under BHSU Tent*
- Tables and Chairs.
- Fencing, Barriers and / or Barricades. *> City fencing to create finish chute*
- Generator Locations and / or Source of Electricity. *- Can use Dwd sign?*
- Canopies or Tent Locations. *- Attached*
- Booths, Exhibits, Displays or Enclosures. *None*
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures. *- Finish arch*
- 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.

DMTM Finish Area



- ARCH/finish
- Small Pop ups for medals
- Runners
- Fencing/Clute
- BHSU tent for Awards,, Massage, Photo OP
- BLEACHERS

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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:
Will have City deliver some trash cans. I will have porta-pots and a dumpster delivered Friday

➤ Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:
At Outlaw Sqare, will have Fritz.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
N/A- all 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: _____

 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 ¹ _____ Ambulance(s) – How provided?

Number ⁶ _____ 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: ew

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: ew

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:
Please See Attached for Rodeo Grounds

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: 0 Number of Bands: _____

Type of Music: Dj at Finish Line

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

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

Please describe the sound equipment that will be used for your event:
at Outlaw Square 1pm. At Finish Line 9am with DJ

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

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

some banners in finish chute. Finish line inflatable arch

DMTM Parking Plan:



★ Volunteers

↗ Cars that are DROPPING OFF only should turn Right and exit

↖ First Directions to give to park cars

↘ Fill the spots around Ferguson Field Last

- Volunteers:**
- Arrive at 4:45am. Cars will start coming at 5am, buses arrive at 5:30am, and buses should all leave between 5:30-6:30am.
1. Directing Cars into Rodeo Grounds
 2. Ask: Dropping off? Direct to right, or Parking? Direct to correct lot
 3. 2 people directing parking in 1st Lot to North of Ferguson Field, then move up and fill to south
 4. Once 1st and second lots are full, Direct cars around field filling

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If YES, please describe:
Social media, print marketing, website

Will there be any live media coverage during your event? If YES, please explain:
Local station typically cover event

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Emily Wheeler PHONE: 605-390-6137

INSURANCE REQUIREMENTS

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

Name of Insurance Company: Insurance Mgmt Group/RRCA Agent's Name: Margaret Mayers

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

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

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

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

LIQUOR LIABILITY INSURANCE

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

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

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

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

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

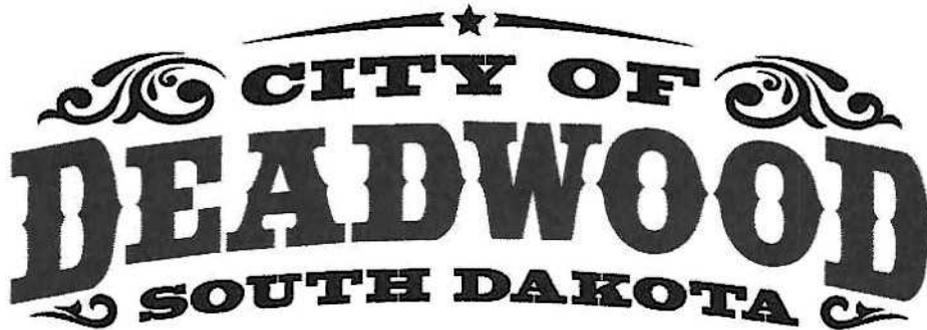
AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Emily Wheeler Title: Race Director

Emily Wheeler Date: 1/16/24
(Signature of Applicant / Sponsoring Organization) (Signature of Professional Event Organizer or Renter of City-owned Facilities)



Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail Marathon

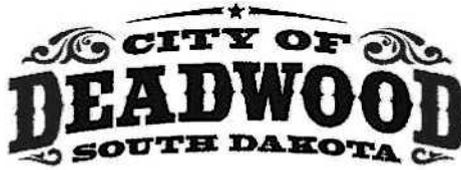
Date: 6/2/24

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
767 Main Street
Deadwood, SD 57732
605-578-1876

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon

Contact Information:

Name of Applicant: Emily Wheeler

Business/Organization: WEM, Inc

Mailing Address: 2458 Lindsey Drive

City, State Zip: Rapid City SD 57702

Business Phone: 605-390-6137 Cell Phone: 605-390-6137

Email Address: emily@runcrazyhorse.com

Dates Event Complex requested:

Set up Date(s): 6/2/24 Hour(s): 4:30am

Event Date(s): 6/2/24 Hour(s): 5am-3pm

Clean-up Date(s): 6/2/24 Hour(s): 3pm

Approximate number of people who will attend: 1500

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ <u>500</u>	Cleaning/Damage Deposit	\$ <u>1250</u>
Baseball Fields	\$ _____		
Total Fees	\$ <u>500</u>	Total Deposits	\$ <u>1250</u>

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

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 1/29/24

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

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

Initials ^{ew} _____

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

Initials ^{ew} _____

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$71.50 per hour per person required to perform the work.

Initials ^{ew} _____

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 ^{ew} _____

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

Initials ^{ew} _____

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

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

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

Initials ew

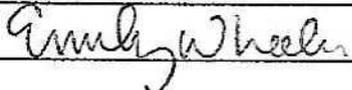
7. Outdoor/Animal Events: (Check Acknowledgement)

- 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 ew

Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature:  Date: 1/29/24

Insurance and Liability

Overview:

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

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

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

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

NOTE:

High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. Please contact the City of Deadwood's Safety Director for guidance at 605-578-2622.

The following pages include:

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

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: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

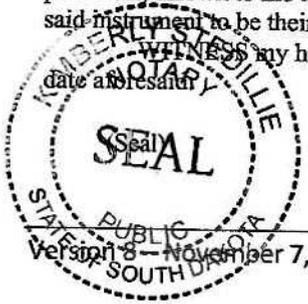
ACKNOWLEDGEMENT INDIVIDUAL

STATE OF

SS.

COUNTY OF

On this 16th day of February, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Emily Wheeler, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed. My hand and official seal at Pennington, SD, in said county and state, the date and year first written.



Kimberly Stedler
Notary Public
My Commission Expires: 10/31/2023

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):

Parking for race participants, drop off for runners staying in local hotels. Hired buses will take runners to the start and then return them from the finish area

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

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

Initials ew

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Safety Director for determination: 578-2622

Participant Release and Indemnification required? YES _____ NO _____

Initials ew

- 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 ew

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

Initials ew

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 ew

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

Initials ew

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

Initials ew

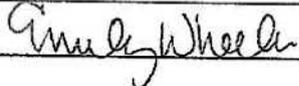
H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials ew

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

Initials ew

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: WEM, Inc
Name: Emily Wheeler Title: Race Director
Signature:  Date: 1/29/24

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:

the Deadwood Mickelson Trail Marathon/ parking vehicles

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: Emily Wheeler Date of Birth: 10/29/1975

Address: 2458 Lindsey Drive
Rapid City SD 57702

Signature:  Date: 1/29/24

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 in vehicle parking for the Deadwood Mickelson Trail marathon

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

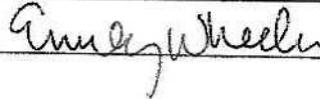
- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be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

I have read and understand these rules.

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: 

Date: 1/29/24

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

Additional Notes:

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

I have read and understand these rules.

Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

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.

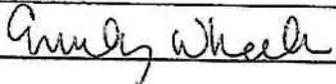
A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer 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: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: 

Date: 1/29/24

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: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 1/29/24

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

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

Initials ew

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 ew

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 ew

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 ew

Organization: WEM, Inc
 Name: Emily Wheeler Title: Race Director
 Signature: *Emily Wheeler* Date: 1/29/24

For Office Use Only:

Sales Tax Number (If Applicable): _____
 Date Fees Received: _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$71.50 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 11.29/21

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: WEM, Inc Emily Wheeler

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: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

Daytime Phone Number: 605-3906137

Date of your Event(s): 6/2/24 Group/Event Name: Deadwood Mickelson Trail Marathon

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE TRANSFER
AND RETAIL (ON-OFF SALE) WINE LICENSE FOR THE VAULT LOUNGE**

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 February 20, 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:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine:

Deadwood Main, LLC, dba The Vault Lounge, 696 Main Street, 5’ of Lot 12 and all of Lot 13, Original Town of Deadwood, Lawrence County, South Dakota.

1 – Retail (on-off sale) Wine and Cider:

Notice of Transfer from Black Hills Provisions LLC (RW-29580,) 5’ of Lot 12 and all of Lot 13, Original Town of Deadwood, Lawrence County, South Dakota to Deadwood Main LLC dba The Vault Lounge at 696 Main Street.

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

Dated this 5th day of February, 2024

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – February 8, 2024

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
APPLICATION OF RETAIL (ON-OFF SALE) MALT BEVERAGE
FOR DEADWOOD OUTFITTERS & TIPSY BUFFALO BAR**

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 February 20, 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:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License:

Deadwood Outfitters & Topsy Buffalo Bar, 653 Main Street, Lot 13, Block 16, Original Town Deadwood, Lawrence County, South Dakota.

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

Dated this 5th day of February, 2024

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – February 8, 2024

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
FOR SUMMER KICKOFF CONCERT
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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, May 24, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, May 25, 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 9:00 a.m. on Friday, May 24 to 1:00 a.m. on Sunday, May 26, 2024.

Siever Street: Closure from 7:00 a.m. to midnight on Saturday, May 25, 2024 if needed.

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

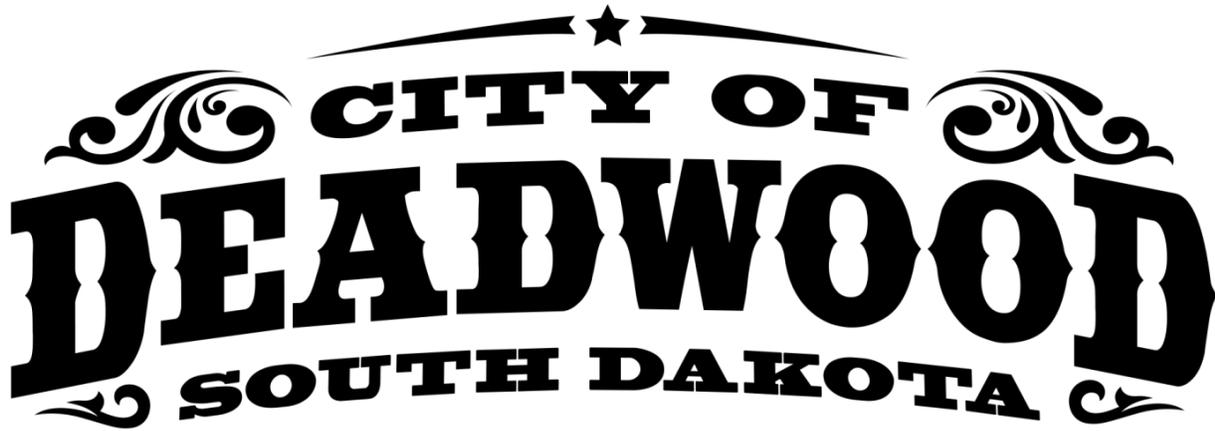
Dated this 5th day of February, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: February 8, 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

Summer Kickstart Concerts - Outlaw Square - May 24 & 25, 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: Summer KickStart Concerts

Event Date(s): May 24, 25, 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 May 24 Start time: 9 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: May 26 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 - May 24 9am - May 26, 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: May 24, 2024 Times: 5 pm until 10 pm Zone: 1 & 2

Date: May 25 , 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 Summer Kickoff Concert event featuring 2
Headline bands - These will be FREE Shows.

Concerts will take place on Friday, May 24, 8 pm to 10 pm

Saturday, May 25, 8 pm to 10 pm

Requesting Deadwood St. closure from Main to Pioneer Way May 24 9 am
until May 26 12 am - if possible will reopen Deadwood St. 11 pm until 10 am on
May 24/25. May also need to request Siever street on May 24 if Friday band
travels with a Bus but won't know until that band is booked.

Requesting Open Container for zones 1 & 2 on May 24th, 5 pm until 10 pm
May 25th, 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
 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
FOR WEDNESDAY NIGHT SUMMER CONCERT SERIES
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 February 20, 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:

Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the following Wednesdays:

May 29, June 5, June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 14, August 21 and August 28, 2024

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 6:15 p.m. to 10:00 p.m. on the following Wednesdays:

May 29, June 5, June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 14 and August 28, 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.

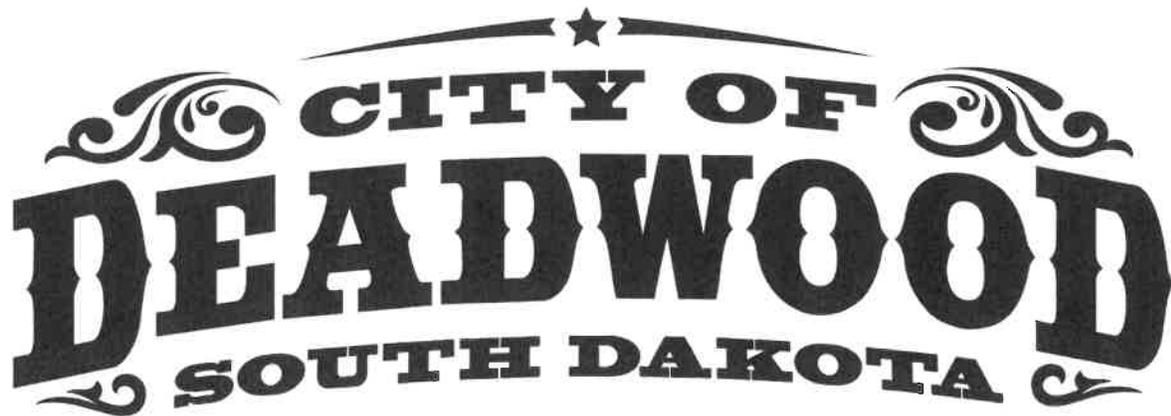
Dated this 5th day of February, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: February 8, 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

Wild Bill Days 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: Wild Bill Days

Event Date(s): June 13-15 Total Anticipated Attendance: _____
(month, day, year) (# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Wall to Pine

Set up/assembly/construction Thursday June 13th Start time: 4am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Street Closure/Deadwood to Pine and Wall to Deadwood.

Dismantle Date: Saturday June 15-16 Completion time: 2am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood to Pine 13-15 4am-10pm Wall to Deadwood 13-16 2.15pm-2am

- 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>June 13th</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>June 14th</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>June 15th</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 of commerce

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) 578-1876 Fax #: (605) 578-2429

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

Name: _____

Address: 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:

Wild Bill Days

2 days of free concerts

3 days of Dock Dogs

Gold Panning

Street closure Thursday 6/13 4am for Dock dogs set-up Deadwood-Pine

Reopen 6/15 10pm

Street closure Thursday 6/13 2.15pm for stage set-up Wall to Dwd St

Re-open Sunday June 16th at 2am

Open container request 6/13 Noon-10pm 6/14 Noon-10pm 6/15 Noon-10pm

Zone 1-2

Request to waiver Banner fees for sponsors and Dock Dogs

Request to waiver fee for band merchandise

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>Band merch</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 checked="" 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 and Deadwood PD

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

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

NO YES

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

Security Organization: Badlands Security

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

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

NO YES

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

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

Number 1 Ambulance(s) – How provided? _____

Number 3 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Chamber News, Social and Local News.

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: Rock/Country

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

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

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

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 / Dock Dogs

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
 Social and Local Media _____

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Local Media

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: GP3506L003-2 Policy Type: G/L

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Sarah Kryger Title: Event Coordinator

 Date: 1/11/2024

(Signature of Applicant/Sponsoring Organization)

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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:

Dock Dogs: Main Street from Deadwood to Pine Street starting at 4:00 a.m. on Thursday, June 13 and will remain closed through Saturday, June 15, 2024 at 10:00 p.m.

Concerts: Main Street closed from Wall to Deadwood Street starting on Thursday, June 13 at 2:15 p.m. and will remain closed through 2:00 a.m. on Sunday, June 16, 2024.

Open Container Requests:

Thursday, June 13 Friday, June 14 and Saturday, June 15, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from Noon to 10:00 p.m.

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

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Wild Bill Days June 13 through June 15, 2024 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.

Request to Waive Banner Fee:

Thursday, Friday & Saturday, June 13 through June 15, 2024 for Dock Dogs banners

Use of Public Property

Allow the use of public property for Deadwood’s Annual Midnight Cowboy 5K Run Friday, June 14, 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.

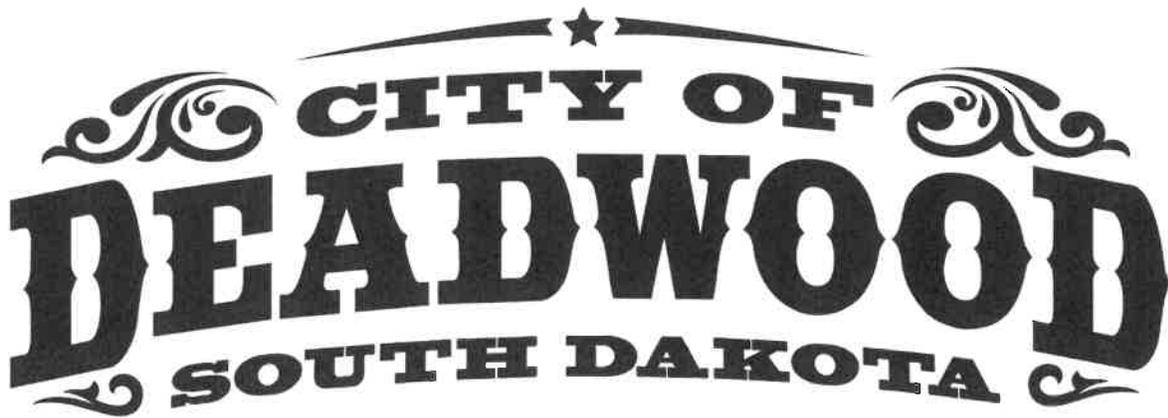
Dated this 5th day of February, 2024.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: February 8, 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

Wild Bill Days 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: Wild Bill Days

Event Date(s): June 13-15 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Wall to Pine

Set up/assembly/construction Thursday June 13th Start time: 4am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Street Closure/Deadwood to Pine and Wall to Deadwood.

Dismantle Date: Saturday June 15-16 Completion time: 2am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood to Pine 13-15 4am-10pm Wall to Deadwood 13-16 2.15pm-2am

- 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>June 13th</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>June 14th</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>June 15th</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 of commerce

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) 578-1876 Fax #: (605) 578-2429

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

Name: _____

Address: 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:

Wild Bill Days

2 days of free concerts

3 days of Dock Dogs

Gold Panning

Street closure Thursday 6/13 4am for Dock dogs set-up Deadwood-Pine

Reopen 6/15 10pm

Street closure Thursday 6/13 2.15pm for stage set-up Wall to Dwd St

Re-open Sunday June 16th at 2am

Open container request 6/13 Noon-10pm 6/14 Noon-10pm 6/15 Noon-10pm

Zone 1-2

Request to waiver Banner fees for sponsors and Dock Dogs

Request to waiver fee for band merchandise

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>Band merch</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 checked="" 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 and Deadwood PD

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

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

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

Security Organization: Badlands Security

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

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

NO YES
 Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number 1 Ambulance(s) – How provided? _____

Number 3 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Chamber News, Social and Local News.

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: Rock/Country

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

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

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

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 / Dock Dogs

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Social and Local Media

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:
Local Media

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: GP3506L003-2 Policy Type: G/L

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Sarah Kryger Title: Event Coordinator

 Date: 1/11/2024

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT, AND MOTORCYCLE PARKING**

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 February 20, 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 Interpretive Lot

Motorcycle parking from 10:00 a.m. to 2:00 a.m. daily Thursday, August 1 through Sunday, August 11, 2024

Main Street:

Motorcycle parking on Main Street from Franklin Hotel to Tin Lizzies Gaming Resort, northwest side only, 10:00 a.m. to 2:00 a.m. daily Sunday, July 28 through Monday, August 12, 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 5th day of February, 2024.

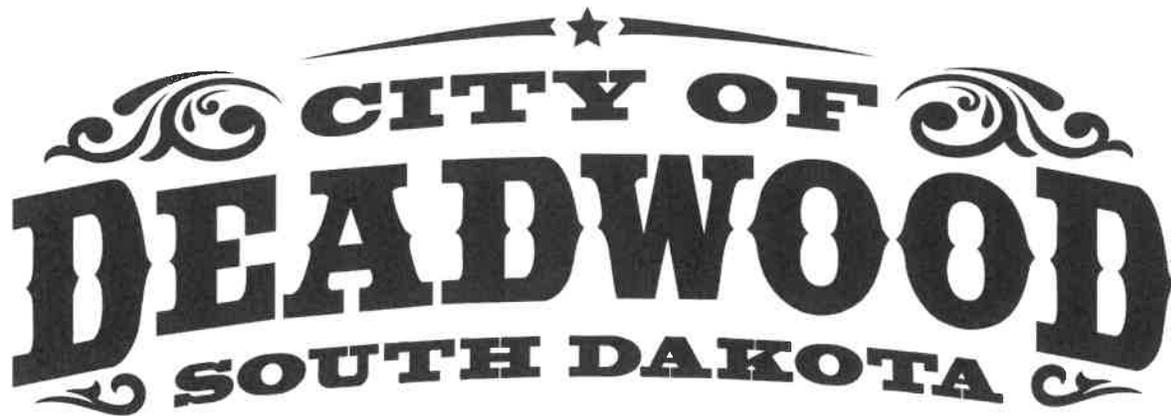
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: February 8, 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

Sturgis Bike Parking 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: Sturgis Bike Rally Parking

Event Date(s): July 28-August 11 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 10am AM / PM (to): 2am AM / PM

Location / Staging Area: Main street/Interpretive Lot

Set up/assembly/construction _____ Start time: _____ AM / PM

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

Dismantle Date: Monday August 12th Completion time: 2am AM / PM

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

- 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: The Deadwood Chamber of commerce

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) 578-1876 Fax #: (605) 578-2429

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

Name: _____

Address: 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): _____

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: Badlands Security

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

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

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Chamber News, Social and Local News.

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: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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 Ordinance Request:

Wednesday, August 21, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Thursday, August 22, Friday, August 23, Saturday, August 24 and Sunday, August 25, 2024: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Kool Deadwood Nites Street Closure Requests:

- Tuesday, August 20 from 6:00 p.m. to 9:00 p.m. Main Street from Wall to Deadwood Street for car parking.
- Wednesday, August 21 from 2:15 p.m. to 3:00 a.m. on Sunday, August 25 Main St. from Wall to Deadwood Street for early stage setup.
- Thursday, August 22 from 5:00 p.m. to 10:00 p.m. Siever Street for Sock Hop Parking
- Thursday, August 22 from 4:00 p.m. to 10:00 p.m. Main St. from Deadwood to Pine for overflow parking for Sock Hop.
- Friday, August 23, and Saturday, August 24 Main St. from Deadwood to Pine from 4:00 p.m. to 10:00 p.m. daily.
- Sunday, August 25, Main St. from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking

Permission to Waive Vending Fees

Request to waive vending fees for Deadwood Chamber and American Legion on Main Street, Interpretive Lot and Welcome Center Lot on Tuesday, August 20 through Sunday, August 25. Request to waive vending fees for Napa (or alternative sponsor) at Welcome Center Lot on Thursday, August 22 through Saturday August 25, 2024 from 7:00 a.m. to 2:00 p.m. daily.

Use of Interpretive Lot

Sunday, August 18 through Sunday, August 25 for tent and merchandise (7 parking spaces near Deadwood Street.)

Thursday, August 22 at 2:00 a.m. through Sunday, August 25 at 2:00 p.m. for registered cars.

Use of Welcome Center Lot for Registration and Registered Cars Only

Tuesday, August 20 at 6:00 a.m. through Saturday, August 24 at 10:00 p.m. (if not utilized, security will make available)

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Friday, August 23, 7:00 a.m. to 10:00 a.m. for road run, Saturday, August 24, 6:00 a.m. to 2:00 p.m. for car judging, and Sunday August 25, 2024 6:00 a.m. to 10:00 a.m. for parade lineup.

Request to Waive Banner Fee:

Request to waive Banner fees Sunday, August 18 through Sunday, August 25, 2024 for Kool Deadwood Nites, Directional and Chamber banners.

Main Street Parking:

Parking on Main Street from Wild Bill Bar to Nugget Saloon, and in front of Mineral Palace
Thursday, August 22 through Saturday, August 24 from 10:00 a.m. to 10:00 p.m. daily.

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

Dated this 5th day of February, 2024.

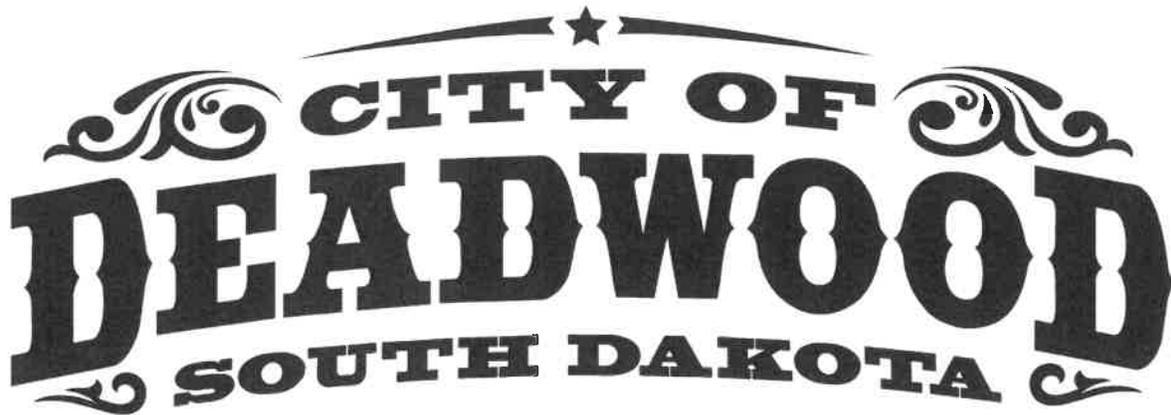
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: February 8, 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

KDN 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: KDN 2024

Event Date(s): August 20-25 Total Anticipated Attendance: _____
(month, day, year) (# of Participants # of Spectators)

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

Location / Staging Area: Wall to Pine/Interretive Lot/Welcome Center parking lot

Set up/assembly/construction Tuesday 8/20 Start time: 6pm AM / PM

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

Dismantle Date: Sunday August 25th Completion time: 2am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Deadwood 8/21-25 2.15pm-2am
Deadwood to Pine 8/22-24 3pm-10pm

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street 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>Wed 8/21</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>Thurs 8/22</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>Fri 8/23</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>Sat 8/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: <u>Sun 8/25</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of commerce

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) 578-1876 Fax #: (605) 578-2429

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

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

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: HIKED NON-PROFIT TO CLEAN AFTER EACH CONCERT

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: _____

Will work with city departments on safety plan. _____

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

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

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

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

NO YES
 Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

Number 1 Ambulance(s) – How provided? _____

Number 3 Emergency Medical Technicians – How provided? _____

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

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

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Chamber News, Social and Local News.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES
 Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: 1 Number of Bands: 10

Type of Music: Oldies

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

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

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

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 KDN Merchandise banners

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: GP3506L003-2 Policy Type: G/L

Address: PO Box 507 Deadwood SD 57732
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Sarah Kryger Title: Event Coordinator



(Signature of Applicant/Sponsoring Organization) Date: 1/11/2024

KDN Street and Parking Lot Closures:

Request to park cars on one side from Wall to Deadwood from 6-9pm on Tuesday, Aug 20

Request to close the entire Lower Main Parking lot Tuesday 6am Aug 20 through Saturday 10pm Aug 24 for Registered Cars Only. Registration will once again be held at the Visitor Center/Chamber offices.

Request Street Closure Wednesday, Aug 21 at 2:15pm and to remain closed through Aug 25th at 3am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday, Aug 22 at 2am and to remain closed through Sunday, Aug 25 at 2pm for Sock Hop and Classic Car Parking. Request KDN Event Banners to be put up starting Sunday August 18th.

Request street closure Thursday, Aug 22 Deadwood to Pine 4-9pm for overflow of Sock Hop.

Request street closure Friday-Saturday Deadwood to Pine Aug 23-24 4-10pm for overflow of chairs.

Request St Closure Sunday, Aug 25, 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

Request parking in Front of Mineral Palace and Wild Bill Bar-Nugget Saloon Thursday, Aug 22-24 from 10am-10pm for classic car parking only.

Request for Wayne Morris to put up a tent in the Interpretive lot beginning Sunday, Aug 18 through Sunday, Aug 25.

Request space in the Information Center Parking Lot for Official Kool Deadwood Nites Merchandise beginning Sunday, Aug 18 -25.

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

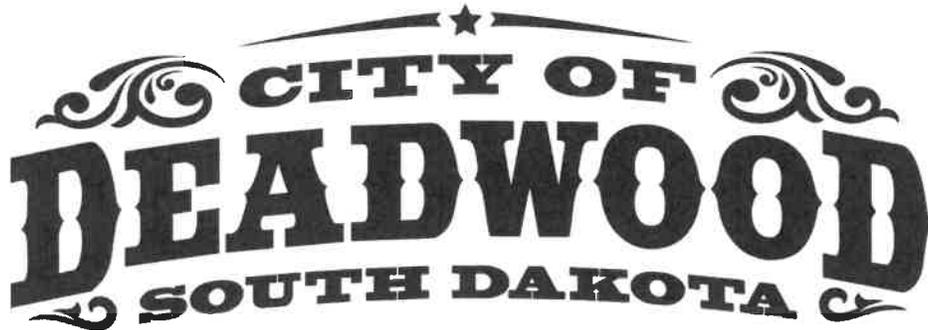
Request to waive vending fees to sell KDN & Band Merchandise at the Interpretive Lot, Welcome Center parking lot, Aug 20 through Sunday, Aug 25. The Event Complex Saturday, Aug 24th 7am-2pm only.

Request to waive vending fees for Napa or alternative sponsor Aug 20-25.

Request Police Escort Friday, Aug 23 at 10am for Rod Run/Event Complex

Request Police Departments help with traffic flow during Judging at the Event Complex/Highway on Sat Aug 24, 10am-Noon

Request Police Escort Sun Aug 25, 9am for Parade.



Event Complex Rental and Use Agreement

Event: KDN 2024

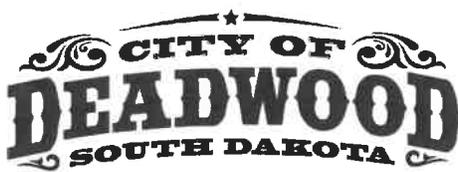
Date: Aug 23-25

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: KDN

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: Deadwood Chamber

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

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

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): Aug 23 Hour(s): 6am-10am

Event Date(s): Aug 23-25 Hour(s): 6am-2pm

Clean-up Date(s): Aug 25 Hour(s): 10am

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: Kool Deadwood Nites

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

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities \$ 750
 Baseball Fields \$ _____
 Parking Lots \$ 450
 Cleaning/Trash Removal \$ 500
 Streaming \$ _____
Total Fees \$ 1700

Request to Waive Complex Fees

Refundable Deposits

Key Deposit \$ 0
 Damage Deposit \$ 1250
Total Deposits \$ 1250

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

Organization: The Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____

Date: 1-11-24

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 SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

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

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

Initials SJK

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials _____

**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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____

Date: 1/11/2024

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):

Rod Run Parking

Classic Car Show /Judging

Parade Line up

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

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

Initials SJK

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

Participant Release and Indemnification required? YES _____ NO No

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Organization: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 1-11-2024

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:

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: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 1-11-2024

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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: 

Date: 1-11-2024

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: Deadwood Chamber of Commerce

Name: Sarah Kryger

Title: Event Coordinator

Signature: _____



Date: 1-11-23

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials SJK

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

Initials SJK

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

Initials SJK

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

Initials SJK

Organization: Deadwood Chamber of Commerce

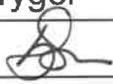
Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 1-11-2024

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: Deadwood Chamber of Commerce
 Name: Sarah Kryger Title: Event Coordinator
 Signature:  Date: 1-11-2024

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: Deadwood Chamber

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

Organization: Deadwood Chamber of Commerce

Name: Sarah Kryger Title: Event Coordinator

Signature:  Date: 1-11-2024

Daytime Phone Number: 605-578-1876

Date of your Event(s): Aug 23-25 Group/Event Name: KDN

**CITY OF DEADWOOD
ORDINANCE 1393**

WHEREAS,

NOW THEREFORE, be it ordained by the City Commission of the City of Deadwood, in the State of South Dakota, as follows:

SECTION 1: AMENDMENT “10.12.047 Parking Meter Rate” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

10.12.047 Parking Meter Rate

- A. All rates related to Chapter 10.12, Stopping, Standing, and Parking are listed in the city fee schedule, which is set and amended by resolution.
- B. It is unlawful for any person to fail to pay parking meter tickets and fees and/or other parking violations totaling more than fifty dollars (\$50.00). A violation of this section may be enforced by the complaint in the magistrate division of the eighth judicial circuit court and the issuance of a summons by the magistrate judge.
- C. If there are five (5) or more outstanding or otherwise unsettled parking violation notices, or warrants issued for violations pending against the owner of the motor vehicle, by or under the direction of an officer or member of the Deadwood police department, be immobilized in such a manner as to prevent its operation.
 1. Notice of Immobilization. Upon immobilization of the motor vehicle, the officer or employee shall cause to be placed on the vehicle, in a conspicuous manner, notice sufficient to warn any individual that the vehicle has been immobilized, and that any attempt to move the vehicle might result in damage to the vehicle.
 2. Release of Immobilized Vehicle. The owner of such immobilized vehicle, or other authorized person, shall be permitted to secure release of the vehicle upon depositing the amount of the fine or penalty for each violation for which there is an outstanding or otherwise unsettled parking violation notice or warrant.
 3. Immobilization, Towing and Storage Fees. The owner of an immobilized vehicle shall be subject to ~~a fee of one hundred dollars (\$100.00) for~~ the immobilization fee as set by resolution of the City Commission. The owner of an immobilized vehicle which was towed or impounded shall also be subject to the towing fee and any applicable fees for storage.
- D. A violation of this section shall be punishable by a fine in the maximum amount of five hundred dollars (\$500.00) in addition to any fees owed for parking violations as set forth in this section.

(Ord. 1233 (part), 2015; Ord. 1118, 2009; Ord. 1089 (part), 2007; Ord. 1027, 2004; Ord. 962, 2000)

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from March 13, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**ORDINANCE NUMBER 1394
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

FUND 0607 HISTORIC CEMETARIES FUND

Mt. Moriah - Professional Services \$ 160,000.00
Source of Revenue: Cash Reserves

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: February 5, 2024
Second Reading: February 20, 2024
Published: February 22, 2024
Adopted: February 22, 2024

2023 BUDGET WORKSHEET
Parking Donation Allocations

Organization	Allocated 2023	
1 Black Hills Auxiliary Post 5969	\$2,000.00	
3 DARE 5th Grade	\$500.00	
4 DARE 7th Grade	\$500.00	
5 Deadwood Alive	\$1,500.00	
6 Deadwood History	\$1,000.00	
7 Dwd-Lead Optimist Club	\$1,000.00	
8 Dwd-Lead 76ers Swim Team	\$1,000.00	
9 Digger Track and Field Team	\$500.00	
10 Feeding Deadwood	\$2,500.00	
13 Golden Gang Easter Egg Hunt	\$700.00	
14 Good Shepherd Clinic, Inc.	\$1,000.00	
15 Homestake Opera House	\$500.00	
17 Knowledge Bowl	\$850.00	
18 Lead/Dwd Area Lions Club	\$1,000.00	

19 Lead/Dwd AAU Wrestling Club	\$500.00	
20 Lead/Dwd Baseball Association	\$500.00	
22 Lead/Dwd Clothe-A-Kid	\$600.00	
23 Lead/Dwd 49ers BHY Football & Cheer	\$500.00	
25 Lead/Dwd Youth Soccer	\$500.00	
26 Lord's Cupboard	\$750.00	
27 NeighborWorks - KidWeird	\$500.00	
28 Northern Hills CASA Program	\$500.00	
29 Santa Shop Elves	\$500.00	
31 Shop with a Cop	\$500.00	
33 Twin City Animal Shelter	\$1,000.00	
34 Twin City Clothing Center	\$1,100.00	
35 Twin City Senior Center	\$800.00	
TOTAL ALL NON-PROFITS	\$22,800.00	

Donations	\$26,400.79
Fees/CC Processing/Advertising	\$3,600.79
Net Donations to Allocate	\$22,800.00



Date: February 9, 2024

Client: Mr. Lornie Stadler, Public Works Director
Mr. Kevin Kuchenbecker, HP | P&Z Director
City of Deadwood

Engineer: Mr. Michael Towey, PE
Towey Design Group, Inc.

RE: Urgent Task #2, Railroad Avenue Water Main Extension

Gentlemen,

Thank you for the opportunity to provide engineering design services for the Urgent Task #2, Railroad Avenue Water Main Extension project. Towey Design Group, Inc. (TDG) proposes to provide engineering services from the initial project scoping through bidding services. Following award of the project to a reputable contractor, TDG will provide for your review and approval a contract amendment to incorporate construction administration services as determined with your team.

Based on our review of the project, we have prepared the following proposal for your consideration.

PROJECT UNDERSTANDING

Our understanding of the project is as follows.

- The project starts at an existing 12" water main connection point along Highway 85 (Pioneer Way) just northeast of the Lee Street PRV and terminates at the PRV located at the City Maintenance Shop.
- The project runs along Highway 85, near Whitewood Creek, then would follow Railroad Avenue and Sampson Street to the PRV site at the City Maintenance Shop
- The project requires a City and SDDANR approved set of plans and specifications for the construction of the water main along with supporting documentation such as easement agreement maps. The project improvements will be designed in compliance with the adopted City of Deadwood standards and other local and State criteria.
- The City of Deadwood will also need support documentation to assist the City in applications for funding for the project.

TDG has prepared this proposal in conjunction with the noted project requirements. Our scope of work and breakdown of fees is summarized as follows.

TASK 1 – DANR FUNDING APPLICATION TECHNICAL ASSISTANCE

TDG will assist the City of Deadwood in the completion of a funding application to SDDANR for the project. TDG will provide cost estimates, estimated schedules and any other data or information available to us to assist in the funding application process. At this time, it is unknown what this effort will fully require, therefore we are proposing this as an hourly service as a way to track this time.

TASK 2 – PRELIMINARY DESIGN SERVICES

This task consists of all services necessary to take the project from beginning through the preliminary design submittal stage and may include the following itemized services.

Towey Design Group, Inc.
475 Villa Drive, Suite #3 | Box Elder, SD 57719
(605) 600-3758 | mtowey@toweydesigngroup.com



- 2.1. Kickoff meeting. TDG will schedule a kick-off meeting and meet with City and Black Hills Council of Local Governments (BHCLG) staff to detail project concept and scope. TDG will prepare agenda, take minutes, and distribute minutes.
- 2.2. Gather and review background information as available such as as-built plans, previous plans, utility corridors, etc. Based on our initial review, TDG staff will develop the proposed alignment for the water main extension.
- 2.3. Perform site surveys sufficient for design plan preparation. The route and topographic survey will be tied to local control points. The elevation datum will be the North American Vertical Datum of 1988 (NAVD88).
 - 2.3.1. TDG will complete a full design topo of the necessary proposed water main corridor. Detailed survey limits will include the applicable street rights-of-way and applicable property frontage within the proposed utility corridor.
 - 2.3.2. TDG will provide a full boundary survey of all properties not owned by the City.
 - 2.3.3. TDG will prepare base maps for team's use and review.
 - 2.3.4. TDG will prepare easement exhibits as needed for the project. City staff will secure and file all the easements (temporary and permanent)
- 2.4. Provide the following geotechnical services through a Subconsultant contract with American Engineering Testing, Inc. (AET).
 - 2.4.1. AET will perform ten (10) Standard Penetration Test (SPT) borings along the proposed alignment to depths of about 15 feet below grade. The borings will be spaced at approximate 500' intervals along the proposed alignment.
- 2.5. Coordinate with all local private and public utility companies, and City staff as necessary to ensure all private/public utilities are shown correctly in the base maps.
- 2.6. Prepare a Project Design Report in order to establish an indicate project specific design criteria and standards.
 - 2.6.1. TDG will request copies of any available fire hydrant flow data at each end of the project to confirm project flow improvements.
 - 2.6.2. The Project Report will include design assumptions for the water main improvements. This will also identify any exceptions or improved design criteria/specification for the improvements.
- 2.7. Prepare preliminary plans including cover sheet, property layout and land ownership sheets, plan and profile sheets including location of existing utilities.
- 2.8. Prepare specifications as needed for the project.
- 2.9. Prepare preliminary opinion of probable construction cost.
- 2.10. Identify permanent right-of-way and easement acquisition needs including size and extent.
- 2.11. TDG will submit an electronic version of design submittal to City staff for review and comment.
- 2.12. TDG will attend submittal design review meeting with City staff.

TASK 3 – FINAL DESIGN SERVICES

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through Final Design Services and may include the following itemized services.

- 3.1. Address City comments from the Task 1 submittal and finalize the design report.



- 3.2. Prepare a complete storm water pollution prevention narrative and erosion and sediment control plan which will include detailed erosion and sediment control measures and specifications.
- 3.3. Prepare and submit preliminary site plans to CLIENT at various stages for review (assumed at 65% and 95% stages). We would anticipate up to two (2) review meetings. Review sets will be submitted electronically to the Owner/CLIENT.
- 3.4. Prepare a Project Sequence of implementation and phasing plan which shall include such items as traffic control, erosion and sediment control, utility installation, paving, restoration, and construction milestones.
- 3.5. Create a list of any potential utility conflicts caused by the project. TDG staff will meet with City staff and private utility companies to discuss any potential utility conflicts and develop resolution to correct any discrepancies.
- 3.6. Provide detailed specifications supplementing the City of Rapid City Standard Specifications as necessary. Typically, project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 3.7. Provide complete 11"x17" plans and specifications for a unit price construction contract. Plan sheets will be prepared utilizing latest industry drafting standards. The final plan sheets will contain the following sheets.
 - 3.7.1. Cover Sheet
 - 3.7.2. General Notes | Specifications
 - 3.7.3. Estimate of Quantities | Legend Sheet
 - 3.7.4. Alignment Data
 - 3.7.5. Property Layout | Land Ownership
 - 3.7.6. SWPPP | Erosion and Sediment Control Narrative
 - 3.7.7. Removals Page
 - 3.7.8. Traffic Control Plan
 - 3.7.9. Site Plan
 - 3.7.10. Water Main Plan and Profiles
 - 3.7.11. Surfacing Layout Sheets
 - 3.7.12. Details as needed
- 3.8. Provide staking information in the form of station, offset, and required grades for all items of work requiring field staking.
- 3.9. Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the Owner or if it is a Contractor cost.
- 3.10. Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 3.11. Prepare project manual including bid documents, construction contracts, geotechnical
- 3.12. Deliver the following:
 - 3.12.1. Provide one (1) copy and a PDF version of the finalized Project Design Report.
 - 3.12.2. Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, Engineer's Estimate of probable construction cost.
 - 3.12.3. Provide complete electronic plans compatible with current AutoCAD release
 - 3.12.4. Provide all final design documents in pdf format.



- 3.13. Address all redline comments as noted by City staff during their review. TDG will submit plans and specifications to the South Dakota Department of Agriculture and Natural Resources (DANR) for approval, and will address any comments or corrections required.

TASK 4 – BIDDING SERVICES

This task consists of all services necessary for the administration of Bidding Services of the Project and may include the following itemized services.

- 4.1. Provide electronic plans and specifications to the Owner and Construction Industry Center (CIC) in Rapid City for potential bidders for review.
- 4.2. Arrange and conduct a Pre-Bid Conference, at least one week prior to bid opening to clarify project related concerns by potential bidders. TDG will prepare the agenda, record attendance, and prepare minutes. Distribute minute copies only to City.
- 4.3. Prepare and issue addenda to the bid documents as required. TDG will answer bidder inquiries and, if necessary, prepare addendums to clarify all reasonable questions related to the project.
- 4.4. Review Bidders Proposals and make written letter of recommendation.
- 4.5. Prepare and distribute "Notice of Award" along with contracts and bonding documents to the awarded project contractor.

SCHEDULE

TDG is prepared to start this project as soon as requested. We will provide documentation as necessary for an April funding application to SDDANR. We would anticipate the completed design process will take 20 - 24 weeks with the understanding that survey work cannot begin until this spring after the snow has melted.

- SDDANR Funding Package Submittal – March 15, 2024
- Preliminary Design Services Submittal – May 3, 2024
- 65% Design Submittal – July 2, 2024
- Final Design Services Submittal – September 6, 2024
- Final Plans, Specifications, and Contract Documents – October 4, 2024
- Project Bid Opening Date – December 10, 2024
- Construction – Spring of 2025

DELIVERABLES

The following is a list of anticipated deliverables needed during the design portion of the project.

- Electronic PDF copies of all design submittals will be provided to your team for review.
- CAD files will be made available to design teams as needed.
- CAD files can be requested for construction teams.

ADDITIONAL SERVICES NOT INCLUDED WITH THIS PROPOSAL

- Additional project or construction meetings other than listed above.
- Any construction related services
- Survey services (construction).
- Geotechnical services (construction).
- Archeological Study, if necessary, for funding application.



PROGRESS PAYMENTS

Monthly progress payments shall be processed by client upon receipt of the claim as computed by TDG staff based on work completed during the month per the hourly rates and allowable reimbursables as established in this proposal and approved by client. TDG traditionally invoices our clients on the last Monday of each month.

DESIGN FEES

TDG proposes to complete the necessary design services for this project on an hourly not to exceed basis. We have estimated our total fee for this project to be **One Hundred Fifty-Four Thousand Two Hundred Ten Dollars and no cents (\$154,210.00)**. The following table provides a breakdown of our proposed fees. Insurance documents and/or W9 information are available upon request. See attached Exhibit D for fee structure breakout.

ACCEPTANCE OF THIS PROPOSAL

TDG requests written acceptance of this proposal as listed in the Design Fees section, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an NTP or sub-consultant contract for any of the Services described above, or 2) written or electronic notification for TDG to proceed with any of the Services described in this proposal.

If these arrangements are acceptable, please sign below and return one copy to me, electronically. We are enthused about this project and look forward to working with you and your team members to effectively meet the needs of your development.

Sincerely,

Michael Towey, PE
Towey Design Group, Inc.

ACCEPTED BY:

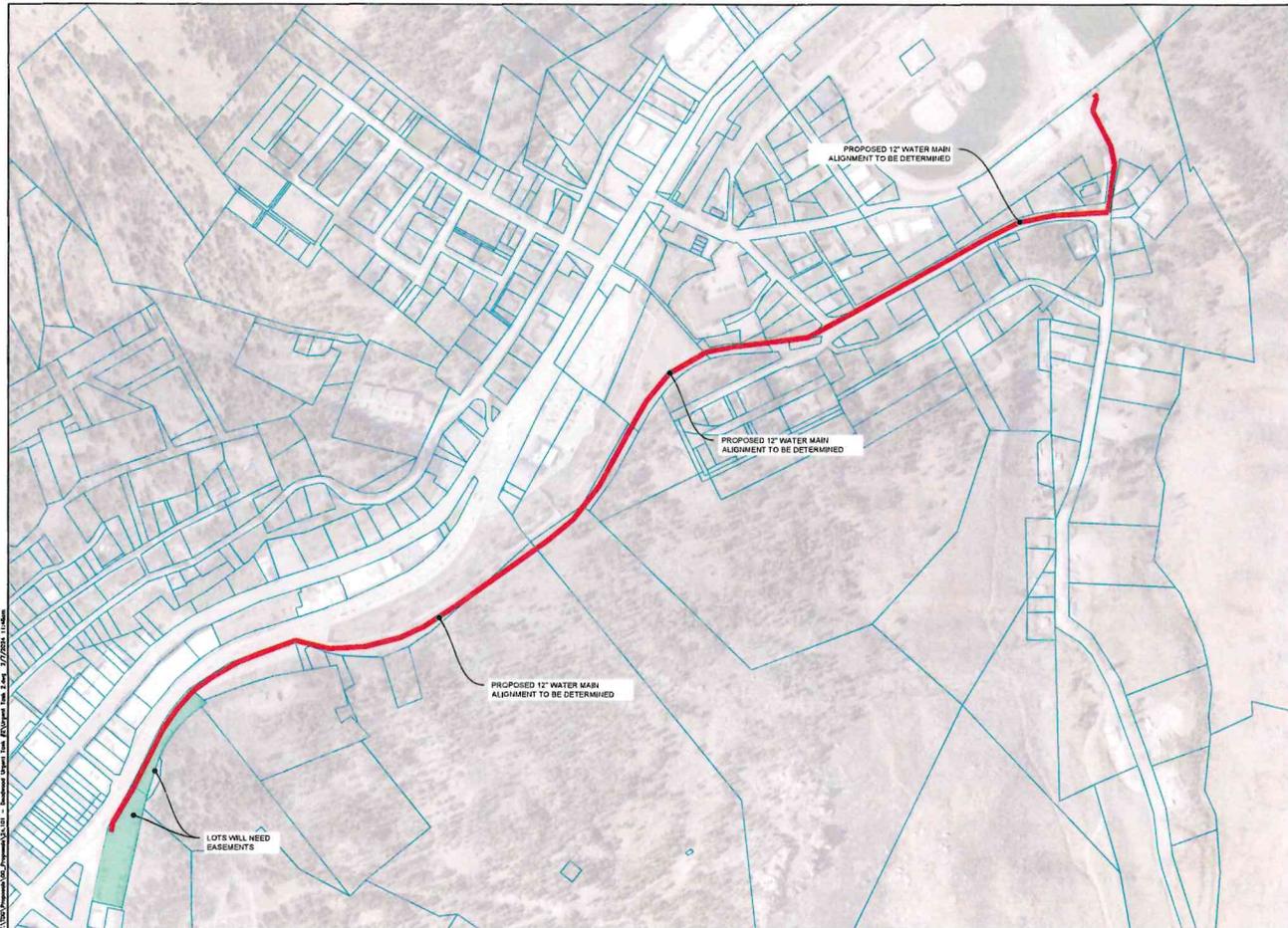
Signature

Name

Title

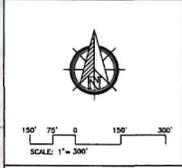
Date

- Exhibit A – Basic Sketch of Proposed Improvements
- Exhibit B – TDG Standard Terms & Conditions
- Exhibit C – TDG 2024 Hourly Rates
- Exhibit D – Fee Schedule Breakout



URGENT CARE UPGRADE #2
DEADWOOD, SOUTH DAKOTA
FEBRUARY 7, 2024

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



**PRELIMINARY
FOR REVIEW ONLY**

11/08/2024 10:00 AM Project: 24-001 - Deadwood Water Main Replacement - 12\"/>



EXHIBIT B – STANDARD TERMS & CONDITIONS

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care

a. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the care and skill ordinarily used by members of TDG's profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG's services.

b. CLIENT shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to TDG pursuant to this Agreement. TDG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and TDG and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or TDG. TDG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against TDG because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to TDG

Invoices will be prepared in accordance with TDG's standard invoicing practices and will be submitted to CLIENT by TDG monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due TDG for services and expenses within 30 days after receipt of TDG's invoice therefore, the amounts due TDG will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TDG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until TDG has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

TDG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of TDG or TDG's officers, directors, partners, employees, and consultants in the performance of TDG's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG, TDG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable

fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG and TDG's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, TDG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of TDG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that TDG's negligence bears to the total negligence of CLIENT, TDG, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and TDG in Paragraph 7, "Limit of Liability," of this Agreement.

6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, TDG and TDG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them.

7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TDG and TDG's officers, directors, partners, employees, agents, and TDG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them, shall not exceed the maximum amount under TDG's insurance.

Towey Design Group, Inc.

475 Villa Drive, Suite #3 | Box Elder, SD 57719

605.600.3758 | mtowey@toweydesigngroup.com



8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to TDG all amounts owing to TDG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

CLIENT shall arrange for safe access to and make all provisions for TDG and TDG's Consultants to enter upon public and private property as required for TDG to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that TDG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event TDG or any other party encounters a Hazardous Environmental Condition, TDG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that TDG is performing professional services for CLIENT and that TDG is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with TDG's activities under this Agreement.

11. Patents

TDG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Client Ownership and Reuse of Documents

All documents prepared or furnished by TDG pursuant to this Agreement are instruments of service, and TDG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold TDG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TDG. Files in electronic media format of text, data, graphics, or of other types that are furnished by TDG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, TDG makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TDG at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. TDG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

14. Force Majeure

TDG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond TDG's reasonable control.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and TDG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



EXHIBIT C

2024 Hourly Rate Schedule

STAFF

Principal	\$139.00
Professional Engineer III	\$129.00
Professional Engineer II	\$119.00
Professional Engineer I	\$109.00
Engineer In Training III	\$99.00
Engineer In Training II	\$89.00
Engineer In Training I	\$79.00
Engineering Technician III	\$91.00
Engineering Technician II	\$87.00
Engineering Technician I	\$83.00
Engineering Intern II	\$83.00
Engineering Intern I	\$79.00
Administrative	\$76.00
Construction Observer II	\$98.00
Construction Observer I	\$93.00
Professional Land Surveyor	\$125.00
Land Surveyor In Training I	\$93.00
Survey Technician I	\$83.00

REIMBURSABLES

Mileage (travel)	\$0.66
Mileage (survey)	\$0.80
Prints/Copies	cost
Travel/Lodging	cost

TOWEY DESIGN GROUP, INC.

475 Villa Drive Suite #3 | Box Elder, SD 57719 | 605.391.2190
mtowey@toweydesigngroup.com

Date:	8-Feb-24	
Project Name:	Deadwood Urgent Task #2, Railroad Ave Water Main Extension	
Proposal Number:	24.101	
Client:	City of Deadwood	
Task 1 Services - DANR Funding		
1.01	Coordination of SDDANR Funding	\$ 10,000.00
		\$ -
		\$ 10,000.00
Task 2 Services - Preliminary Design Services		
2.01	Kick-off Meeting	\$ 1,598.00
2.02	Gather review background data, proposed alignment	\$ 6,836.00
2.03.1	Site surveys and topographic mapping	\$ 6,146.00
2.03.2	Boundary work	\$ 3,152.00
2.03.3	Prepare base maps for design teams use	\$ 2,678.00
2.03.4	Prepare easement exhibits	\$ 3,380.00
2.04	Prepare geotechnical evaluation	\$ 9,262.00
2.05	Existing utility review and coordination	\$ 1,712.00
2.06	Prepare Project Design Report	\$ 14,936.00
2.07	Prepare Preliminary Design Plans	\$ 13,036.00
2.08	Prepare Specifications as needed.	\$ 2,360.00
2.09	Prepare OPCC	\$ 1,458.00
2.10	Identify easement requirements	\$ 1,666.00
2.11	Prepare design submittal	\$ 1,698.00
2.12	Submittal review meetings (1) prepare minutes	\$ 1,598.00
		\$ -
		\$ 71,516.00
Task 3 Services - Project Advertising, Bidding and Award Services		
3.01	Address City review comments complete design report	\$ 8,812.00
3.02	Prepare SWPPP	\$ 3,146.00
3.03	Prepare plans at various stages	\$ 18,342.00
3.04	Project Sequencing Plan	\$ 3,054.00
3.05	Utility coordination and identify conflicts	\$ 2,640.00
3.06	Prepare detailed specifications	\$ 1,666.00
3.07	Plans sheets and layouts	\$ 7,984.00
3.08	Identify permits and other similar costs	\$ 2,460.00
3.09	Prepare final easements for city staff use	\$ 2,239.00
3.10	Opinion of probable costs (multiple)	\$ 4,442.00
3.11	Prepare project manual and other bidding documents	\$ 4,126.00
3.12	Provide final bidding documents	\$ 2,017.00
3.13	Submit to SDDANR and address any comments	\$ 1,573.00
3.14	Attend design review meetings (2) prepare minutes	\$ 3,512.00

		\$ -
		\$ 66,013.00
Task 4 Services - Bidding Services		
4.01	Advertising	\$ 248.00
4.02	Pre-Bid Conference	\$ 1,598.00
4.03	Issue Addenda as necessary	\$ 2,966.00
4.04	Bid Review and Bid Tabulation Preparation	\$ 1,283.00
4.05	Notice of Award Contract Documents	\$ 586.00
		\$ -
		\$ 6,681.00

Anticipated Design Costs	\$ 144,002.00
Anticipated Subconsultant Fees	\$ 8,250.00
Anticipated Mileage Costs (\$0.80/mile)	\$ 1,208.00
Print Allowance	\$ 750.00
Estimated Sales Tax (0.00%)	\$ -
Estimated Total Fee	\$ 154,210.00

**ORDINANCE NUMBER 1395
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

FUND 0101 GENERAL FUND

Fire Department – Equipment \$ 142,000.00

Source of Revenue: Fire Truck Reserve

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: February 20, 2024
Second Reading: March 4, 2024
Published: March 7, 2024
Adopted: March 7, 2024