



City Commission Regular Meeting Agenda

Tuesday, February 18, 2025 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 3, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for February 18, 2025.

5. **Items from Citizens on Agenda**

a. Deadwood Police Officer of the Year Award for 2024- Keegan Holzapfel

6. **Consent Agenda**

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

a. Permission to accept resignation of Historic Preservation Administrative Assistant Amy Klein-Greba effective February 21, 2025.

b. Permission to advertise in-house for 5 days and out-of-house for a Historic Preservation Administrative Assistant at a rate of \$20.00-\$22.00 per hour (D10-D12 rank) depending on education, experience and qualifications.

[c.](#) Permission to approve job description for newly created Seasonal Fire Assistant position.

[d.](#) Permission to allow Fire Dept to apply for South Dakota Wildland VFA grant in the amount of \$7,000.00 with 50/50 match from City to purchase wildland fire protective gear and radios.

[e.](#) Permission to approve round one of Outside-of-Deadwood Grants.

[f.](#) Resolution 2025-08 Declare Surplus Property

- g. Permission to pay De Smet Insurance Company of South Dakota \$2,996.75 for repairs from a September 2, 2024 trolley accident.
- h. Permission to pay Rick's Automotive in the amount of \$10,511.25 for hail repairs to Parks Ford F150 and HP Dodge Ram pickups. (To be paid by Insurance less deductibles.)
- i. Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Friday, May 30 through Sunday, June 1 and use of Event Complex parking area on Sunday, June 1, 2025 from 5:00 a.m. to 3:00 p.m. Deposit and user fee have been received.
- j. Allow use of public property for 5th Summer Trek: use of Sherman Street Lot on Sunday, June 22, 2025.
- k. Allow use of public property for 27th Annual Mickelson Trail Trek: use of Sherman Street Lot on Sunday, September 21, 2025.
- l. Allow use of public property at the Event Complex on Saturday, October 25, 2025 for Chace Wedding. Deposit and user fee have been received.
- m. Approve Special Liquor License for Cadillac Jacks to serve alcohol on Saturday, June 28 from 5:00 p.m. to 10:00 p.m. and Sunday, June 29 from noon to 10:00 p.m. at the Event Complex for Monsters of Destruction Event. No public hearing necessary since license is on publicly owned property.

7. Bid Items

- a. Results of RFP opening for Lease of Mt. Moriah Facility held on February 11 at 2:00 p.m.; PatchStop Deadwood LLC - \$10,000.00.
- b. Results of bid opening on February 13 at 2:00 p.m. for the 2025 Preservation Improvement Project for Mount Moriah Cemetery;
 - Ponderosa Builders - Base Bid - \$75,500.00, Alt. #1 - \$1,200.00, Alt. #2 - \$2,000.00, Alt. #3 - \$1,200.00, Alt. #4 - \$1,200.00, Alt. #5 - \$1,200.00, Alt. #6 - \$2,000.00;
 - Moss Rock Landscaping - Base Bid - \$79,500.00, Alt. #1 - \$2,600.00, Alt. #2 - \$1,000.00, Alt. #3 - \$2,100.00, Alt. #4 - \$2,400.00, Alt. #5 - \$2,400.00, Alt. #6 - \$800.00;
 - SECO Construction - Base Bid - \$112,800.00, Alt. #1 - \$3,100.00, Alt. #2 - \$3,600.00, Alt. #3 - \$4,000.00, Alt. #4 - \$2,400.00, Alt. #5 - \$2,500.00, Alt. #6 - \$2,800.00;
 - Complete Concrete - Base Bid - \$109,580.00, Alt. #1 - \$2,695.00, Alt. #2 - \$1,336.00, Alt. #3 - \$3,562.00, Alt. #4 - \$3,590.00, Alt. #5 - \$2,708.00, Alt. #6 - \$1,093.00;
 - Fuller Construction - Base Bid - \$140,790.00, Alt. #1 - \$3,750.00, Alt. #2 - \$3,240.00, Alt. #3 - \$4,960.00, Alt. #4 - \$3,240.00, Alt. #5 - \$3,240.00, Alt. #6 - \$3,390.00.

8. Public Hearings

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Hills Canyon Inc., Deadwood Ice Cream Company, 673 Main Street.
- b. Hold public hearing for Mardi Gras Parade Route: Main Street closure from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, March 1, 2025.
- c. Hold public hearing for Wednesday Night Concert Series at Outlaw Square: open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the following Wednesdays: May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 13, August 20 and August 27, 2025 and street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays.
- d. Hold public hearing for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 1, 2025.
- e. Hold public hearing for Monsters of Destruction Event: open container on Saturday, June 28 from 5:00 p.m. to 10:00 p.m. and Sunday, June 29 from noon to 10:00 p.m. at the Event Complex and waiver of user fees in lieu of surcharge on Friday, June 27 through Monday, June 30, 2025 at the Event Complex.
- f. Hold public hearing for Wild Bill Days Event: open container in zones 1 and 2 on Friday, June 13 from 5:00 p.m. to 10:00 p.m. and noon to 10:00 p.m. on Saturday, June 14; special temporary beer and wine license for Outlaw Square on Friday, June 13 from 5:00 p.m. to 10:00 p.m., and Saturday, June 14 from noon to 10:00 p.m. at Outlaw Square; street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. on Thursday, June 12 to 3:00 a.m. on Sunday, June 15 and street closure on Siever Street from 6:00 a.m. on Friday, June 13 to 1:00 a.m. on Sunday, June 15, 2025.
- g. Set public hearing on March 3 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 23, and noon to 10:00 p.m. on Saturday, May 24; special temporary beer and wine license for Outlaw Square on Friday, May 23 from 5:00 p.m. to 10:00 p.m., and Saturday, May 24 from noon to 10:00 p.m. at Outlaw Square; street closure on Deadwood Street from Main Street to Pioneer Way from 8:30 a.m. on Friday, May 23 to 1:00 a.m. on Sunday, May 25, 2025. and closure of Siever Street (If needed) from 8:00 a.m. on Friday, May 23 to 11:00 p.m. on Saturday, May 24, 2025.

9. **Old Business**

10. **New Business**

- a. Report on parking donations collected from Wednesday, November 27 through Thursday, December 26, 2024 and allocation of disbursement of funds.
- b. Permission for Mayor to sign lease (with an option to purchase) agreement with CapFirst Equipment Finance for 2024 Caterpillar 926 Wheel Loader.
- c. Permission to hire Chamberlin Architects to provide Design Services for the proposed Senior Center located at 142 Sherman Street at a cost not to exceed

\$129,163.00 to include civil, structural, mechanical & electrical Engineering. (To be paid by HP Capital Assets line item)

- d. Permission to pay Sontech Vehicle Technologies to equip 2021 Ford Police Interceptor in amount not to exceed \$22,736.50. (To be paid by Police equipment line item.)

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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 3, 2025

The Regular Session of the Deadwood City Commission convened on Monday, February 3, 2025 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, Blake Joseph, Sharon Martinisko and Charlie Struble-Mook. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Joseph moved, Martinisko seconded to approve the minutes of January 21, 2025. Roll Call: Aye-All. Motion carried.

JANUARY 2025 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$24,958.35; PUBLIC BUILDINGS, \$7,799.67; POLICE, \$97,172.06; FIRE, \$6,173.28; BUILDING INSPECTION, \$5,472.19; STREETS, \$33,347.37; PARKS, \$36,510.39; PLANNING & ZONING, \$3,980.34; LIBRARY, \$7,892.72; RECREATION CENTER, \$21,725.62; HISTORIC PRESERVATION, \$24,995.98; WATER, \$21,857.95; PARKING METER, \$17,801.96; TROLLEY, \$18,499.84; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$335,296.00.**

JANUARY 2025 PAYROLL PAYMENTS:

Internal Revenue Service, \$80,223.24; S.D. Retirement System, \$21,151.93; Delta Dental, \$4,161.24.

APPROVAL OF DISBURSEMENTS

Struble-Mook moved, Johnson seconded to approve the February 3, 2025 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	730.60
ACE HARDWARE	SUPPLIES	71.96
AMAZON CAPITAL	SUPPLIES	966.92
ASSOCIATION OF STATE FLOOD	SERVICE	300.00
ATCO INTERNATIONAL	SUPPLIES	207.50
AUTO VALUE	SUPPLIES	843.92
BARCO PRODUCTS	BENCH	1,341.01
BERBERICH DESIGN	PROJECT	3,864.78
BH CHEMICAL	SUPPLIES	2,785.15
BH COLLISION PROS	SERVICE	187.33
BLACKSTRAP	SUPPLIES	9,633.75
BLUEPEAK	SERVICE	2,083.87
BRITE IDEAS	SUPPLIES	2,488.00
CENTURY BUSINESS PRODUCTS	SERVICE	248.05
CHAINSAW CENTER	SUPPLIES	12.49
CIVICPLUS	MUNICODE	2,400.00
COLORADO CHAPTER ICBO	REGISTRATION	450.00
CREATIVE PRODUCT SOURCING	SUPPLIES	451.82
DEADWOOD CHAMBER	BILL LIST	32,067.14
DEADWOOD CHAMBER OUTLAW	BID #9	63,000.00
DEADWOOD ELECTRIC	SERVICE	1,183.11
DVFD	PROJECT	46,058.62
DEADWOOD GAMING	BID #8	10,000.00
ECOLAB	SERVICE	571.67
ESRI	SERVICE	19,195.00
FASSBENDER COLLECTION	OPERATIONS	20,000.00
FIB CREDIT CARDS	SUPPLIES	10,963.24
FIRST NET	SERVICE	240.24
FLOYD'S TRUCK CENTER	SERVICE	3,571.89
FOGLE, JAKE	REIMBURSEMENT	86.00
GAYLORD BROS	SUPPLIES	803.93
GREAT WESTERN TIRE	SERVICE	175.45
HAWKINS	SUPPLIES	1,285.49
HOMETOWN MANUFACTURING	SUPPLIES	73.75
IPS GROUP	SERVICE	3,375.00
JACOBS WELDING	SUPPLIES	6.33
JOHNSON, MICHAEL	REIMBURSEMENT	254.60
KNOX COMPANY	SUPPLIES	2,316.00
KRALING, MAREN DALE	REFUND	75.00
LAWRENCE CO. TREASURER	SERVICE	1,857.50
LIBRARY JOURNAL	SUBSCRIPTION	99.00
LIFE FITNESS	EQUIPMENT	62,611.77
MACQUEEN EMERGENCY	SUPPLIES	168.97
MARCO	CONTRACT	168.90
MID-AMERICAN RESEARCH CHEM	SUPPLIES	1,280.25
MIDWEST TAPE	SUPPLIES	26.99
MILE UP MARKETING SOLUTION	BID #8	268.68
MDU	SERVICE	18,606.49
MOSHER, ANDREW	REIMBURSEMENT	340.60
MS MAIL	SERVICE	1,116.56
MUTUAL OF OMAHA	INSURANCE	359.83
NUCKLES, LES	REIMBURSEMENT	86.00
ONSITE FIRST AID	SUPPLIES	408.65
PEARSON, TRAVIS	REIMBURSEMENT	86.00
PETTY CASH	HP/ZONING	81.32

REGULAR MEETING, FEBRUARY 3, 2025

PRAIRIE HILLS TRANSIT	SERVICE	3,500.00
QUICKTROPHY	SUPPLIES	113.13
RASMUSSEN MECHANICAL	SERVICE	1,040.25
RCS CONSTRUCTION	PAY APP #13	408,340.60
S AND C CLEANERS	CLEANING	8,634.00
SANFORD, TY	REIMBURSEMENT	86.00
SD PUBLIC HEALTH LAB	TESTING	60.00
SERVALL	SUPPLIES	1,815.56
SODAK TITLE	PROJECT	240.00
SOUTHSIDE SERVICE	SERVICE	35.00
STALDER, LORNI	REIMBURSEMENT	128.05
STURGIS RESPONDER SUPPLY	UNIFORMS	327.84
TAI-PAN	PROJECT	500.00
TALLGRASS LANDSCAPE	SERVICE	815.00
TAPCO	SUPPLIES	447.71
THE HANDY MAN	PROJECT	9,461.30
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	SERVICE	14,712.15
USA BLUEBOOK	SUPPLIES	74.25
VERIZON WIRELESS	SERVICE	714.09
VIEHAUSER ENTERPRISES	SERVICE	1,049.88
VIGILANT BUSINESS SOLUTION	SCREENING	290.25
WAREING BELLE FOURCHE	SERVICE	2,129.81
WATERS HARDWARE	SUPPLIES	492.80
WATERS HARDWARE	GRANTS	66.90
WEST RIVER TRAILER SALES	SUPPLIES	1,989.97
ZEP SALES	SUPPLIES	120.17

Total \$789,721.83

CONSENT

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

- A. Permission to accept resignation of part-time Lifeguard Austin Newson and Aiden Russell effective January 30, 2025.
- B. Permission to hire Emma Singer as part-time (up to 19 hours per week) lifeguard at \$16.50 per hour effective February 18, 2025, pending pre-employment screening.
- C. Permission to hire Tom Kruzal as full time-time Streets Equipment Operator at \$23.00 per hour (D13 rank) effective February 6, 2025 pending pre-employment screening.
- D. Permission to issue Request for Qualification for Real Estate Broker Services for the sale of real estate property for the City of Deadwood.
- E. Resolution 2025-07 Declare Surplus Property.

**RESOLUTION NO. 2025-07
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Donated to Deadwood Police Department:
Magnum Lat Pull Down Machine

Donated to Lawrence County Sheriff's Department:
Magnum Leg Curl Machine
Magnum Cable Crossover
Life Fitness Leg Extension Machine
Life Fitness Bench Press Machine
Life Fitness Bicep Curl Machine
Life Fitness Fly Machine
Para Body Smith Machine

Dated this 3rd day of February, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- F. Permission to hire Dakota Pump to replace the Pluma tank readout at a cost not to exceed \$2,932.31. (To be paid by Water repair line item.)
- G. Acknowledge date change for Wolfpack Working Dogs at the Event Complex from May 16-18, 2025 to May 9-11, 2025. (Originally approved by City December 16, 2024 and revision approved by Events Committee.)

REGULAR MEETING, FEBRUARY 3, 2025

- H. Permission to enter into contract Donald Toms as an independent contractor to index and transcribe Lawrence County Tax Records at a cost not to exceed \$8,000.00 (To be paid from HP Archives budget.)
- I. Permission to contract with Rene Boen for NAGPRA consultation and professional services for archaeological collections in the amount not to exceed \$5,000.00. (To be paid from HP Public Education.)
- J. Permission to contract with Bob Bozell from Omaha, NE for faunal analysis and final report for the Four-Points Archaeological Collection in the amount of \$2,500.00. (To be paid from HP Public Education line item.)
- K. Permission to approve change order #1 for foundation repair at 85 Charles Street for unforeseen work in the amount of \$12,800.00, bringing total cost to be \$94,451.00. (To be paid by HP Capital Assets line item.)
- L. Permission for City Archives to enter into a loan agreement with DHI for the loan of the Poker Alice hat from January 28, 2025 to December 31, 2030.
- M. Permission to pay Dakota Fluid Power for hydraulic repairs to ladder truck #5 in the amount of \$2,670.74. (To be paid by Fire repair line item.)

BID ITEMS**Set**

Public Works Director Stadler spoke about the contract. Johnson moved, Martinisko seconded to advertise and set bid opening at 2:00 p.m. on March 13 for RFP for Deadwood Event Complex Concessionaire with results presented on March 17, 2025. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Set**

Martinisko moved, Struble-Mook seconded to set public hearing on February 18 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Hills Canyon Inc., Deadwood Ice Cream Company, 673 Main Street. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Johnson seconded to set public hearing on February 18 for Mardi Gras Parade Route. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on February 18 for Monsters of Destruction Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to continue setting public hearing for Summer Kick Off Concert. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on February 18 for Wednesday Night Concert Series. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on February 18 for Mickelson Trail Post Race Party. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on February 18 for Wild Bill Days Concerts. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Second Reading**

Finance Officer McKeown stated no changes between first and second reading. Joseph moved, Johnson seconded to approve second reading of Ordinance #1415 Amending Chapter 3.16 Business Occupation Tax BID 1-6. Roll Call: Aye-All. Motion carried.

Second Reading

McKeown stated no changes between first and second reading. Martinisko moved, Joesph seconded to approve second reading of Ordinance #1418 Budget Supplement #1 for 2025. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 3, 2025

Purchase

Police Chief Shafer spoke about the purchase. Martinisko moved, Joseph seconded to allow police department to purchase a 2021 Ford Explorer Police from Chicago Motors in an amount not to exceed \$25,500.00 and to allow a police officer to travel to IL and delivery vehicle back to SD. (To be paid by police equipment and travel line items.) Mayor Ruth Jr. thanked Shafer for his work. Roll Call: Aye-All. Motion carried.

Purchase

Parking and Transportation Director Lux spoke about the purchase. Martinisko moved, Johnson seconded to approve the purchase (and allow Planning, Zoning and Historic Preservation Officer to sign all necessary documents) of the property described in Exhibit 1 (commonly referred to as the Deadwood Sign property on Highway 85) and Exhibit 2 (commonly referred to as the skate park) from the South Dakota Department of Transportation in the amount of \$779,000.00 (To be paid by Parking and Transportation reserves and BID 8 funding), and the sale of the property described in Exhibit 3 (commonly known as the Railroad Parking Lot) for the appraised value (to be completed within 60 days). Roll Call: Aye-All. Motion carried.

Lease

Stalder spoke about the purchase. Struble-Mook moved, Martinisko seconded to allow Mayor to sign five year lease for Caterpillar 926 14A Wheel Loader from Butler Machinery at a total cost of \$183,077.64 including trade-in of 2019 Caterpillar 918M. (To be paid by Streets equipment line item.) Commissioner Martinisko thanked Stalder for his time. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. City Offices will be closed Monday, February 17, 2025 for President's Day.
- B. Raffle permit received from Main Street Initiative Promotions. Drawing will be held Friday, March 28, 2025.

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

ADJOURNMENT

Struble-Mook moved, Joesph seconded to adjourn the regular session at 5:24 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Tuesday, February 18, 2025 at 5:00 p.m.

After coming out of executive session at 5:54 p.m., Martinisko moved, Joseph seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

1/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 111 COMMISSION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-556 - 2025	101-4111-423	PUBLISHING MINUTES - 12/16/24	000000	236.33
		I-559 - 2025	101-4111-423	PUBLISHING ORDINANCE 1409 - TOUR BUSES	000000	52.90
		I-560 - 2025	101-4111-423	PUBLISHING NOH - DWD BLUES FESTIVAL	000000	16.50
		I-561 - 2025	101-4111-423	PUBLISHING NOH - ST.PATRICK'S DAY	000000	22.32
		I-607 - 2025	101-4111-423	PUBLISHING MINUTES - 1/6/25	000000	248.95
		I-610 - 2025	101-4111-423	PUBLISHING ORDINANCE #1416 - MUNIC.CODE	000000	180.04
01-1838	RAMKOTA HOTEL					
		I-ACCT#10036D-2/5/25	101-4111-427	TRAVEL LODGING-SDML-PIERRE/MARTINISKO	000000	122.00
		I-ACCT#10036D-2/5/25	101-4111-427	TRAVEL LODGING-SDML-PIERRE/C.MOOK	000000	122.00
DEPARTMENT 111 COMMISSION					TOTAL:	1,001.04
01-2394	GUNDERSON, PALMER, NELS					
		I-138318	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,800.00
DEPARTMENT 141 ATTORNEY					TOTAL:	4,800.00
01-0079	KETEL THORSTENSON, LLP					
		I-2009253395	101-4142-422	PROFESSIONAL AUDIT WORK TO DATE	000000	27,709.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56
01-0800	MORRISON, RONDA					
		I-020	101-4142-422	PROFESSIONAL JAN.2025 CONTRACT SERVICES	000000	1,930.00
01-1838	RAMKOTA HOTEL					
		I-ACCT#10036D-2/5/25	101-4142-427	TRAVEL LODGING-SDML-PIERRE/MCKEOWN	000000	122.00
01-2160	CRAMER MARKETING					
		I-45631	101-4142-426	SUPPLIES OFFICE CHECKS - FINANCE	000000	360.86
01-4625	FIB CREDIT CARDS					
		I-FINANCECCDS1/31/25	101-4142-426	SUPPLIES EMPLOYEE MEAL-AUDIT	000000	25.16
		I-FINANCECCDS1/31/25	101-4142-426	SUPPLIES EMPLOYEE MEAL-AUDIT	000000	101.76
		I-FINANCECCDS1/31/25	101-4142-426	SUPPLIES STORAGE BINS - FIN.	000000	20.00
DEPARTMENT 142 FINANCE					TOTAL:	33,434.09
01-0320	WHITE'S CANYON MOTORS					
		C-CM641322	101-4192-434	MACHINERY/EQU RETURN 2 TUBES - PUBLIC BLDGS	000000	172.00-
		I-641322	101-4192-434	MACHINERY/EQU HOSES-TUBES/STREETS	000000	564.82
01-0429	BLACK HILLS ENERGY					

2/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 01/29/25	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	19.76
		I-POWER 01/29/25	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	63.26
		I-POWER 01/29/25	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 01/29/25	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.45
		I-POWER 01/29/25	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	475.54
		I-POWER 01/29/25	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	136.83
		I-POWER 01/29/25	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	33.96
		I-POWER 01/29/25	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.88
		I-POWER 01/29/25	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	544.26
		I-POWER 01/29/25	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 01/29/25	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	88.35
		I-POWER 01/29/25	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,486.00
		I-POWER 01/29/25	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	31.09
		I-POWER 01/29/25	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,900.30
		I-POWER 01/29/25	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	62.82
		I-POWER 01/29/25	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	849.50
		I-POWER 01/29/25	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	230.83
		I-POWER 01/29/25	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	138.83
		I-POWER 01/29/25	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	30.65
		I-POWER 01/29/25	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	130.18
		I-POWER 01/29/25	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	197.38
		I-POWER 01/29/25	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	286.82
		I-POWER 01/29/25	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,912.03
		I-POWER 01/29/25	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 01/29/25	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	17.52
		I-POWER 01/29/25	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	642.98
		I-POWER 01/29/25	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	331.61
		I-POWER 01/29/25	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	33.23
		I-POWER 01/29/25	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	20.72
		I-POWER 01/29/25	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 01/29/25	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	129.43
		I-POWER 01/29/25	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	159.03
		I-POWER 01/29/25	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	215.95
		I-POWER 01/29/25	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	64.23
		I-POWER 01/29/25	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	46.51
		I-POWER 01/29/25	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	47.32
		I-POWER 01/29/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	58.16
		I-POWER 01/29/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	411.25
		I-POWER 01/29/25	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	84.52
		I-POWER 01/29/25	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	72.98
		I-POWER 01/29/25	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	280.10
		I-POWER 01/29/25	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	556.27
		I-POWER 01/29/25	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,293.48
		I-POWER 01/29/25	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	65.11
		I-POWER 01/29/25	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	121.84
		I-POWER 01/29/25	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	57.23
		I-POWER 01/29/25	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.20
		I-POWER 01/29/25	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	140.71

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 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 01/29/25	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	40.20	
		I-POWER 01/29/25	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	340.06	
		I-POWER 01/29/25	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	35.17	
		I-POWER 01/29/25	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,894.02	
		I-POWER 01/29/25	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	133.91	
		I-POWER 01/29/25	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	722.45	
		I-POWER 01/29/25	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	50.44	
		I-POWER 01/29/25	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	239.30	
		I-POWER 01/29/25	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	85.16	
		I-POWER 01/29/25	101-4192-428	UTILITIES 5 SIEVER ST	000000	686.01	
		I-POWER 01/29/25	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	65.80	
		I-POWER 01/29/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	514.53	
		I-POWER 01/29/25	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	74.08	
		I-POWER 01/29/25	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,083.33	
		I-POWER 01/29/25	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	33.00	
		I-POWER 01/29/25	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	29.67	
		I-POWER 01/29/25	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.32	
		I-POWER 01/29/25	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36	
		I-POWER 01/29/25	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	67.16	
		I-POWER 01/29/25	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	397.41	
		I-POWER 01/29/25	101-4192-428	UTILITIES 610 BROADWAY ST	000000	124.63	
		I-POWER 01/29/25	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	707.61	
		I-POWER 01/29/25	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	54.36	
		I-POWER 01/29/25	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	881.18	
		I-POWER 01/29/25	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,552.03	
		I-POWER 01/29/25	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	48.43	
		I-POWER 01/29/25	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	41.12	
		I-POWER 01/29/25	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	83.63	
		I-POWER 01/29/25	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	1,045.55	
		I-POWER 01/29/25	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	687.01	
		I-POWER 01/29/25	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	177.07	
		I-POWER 01/29/25	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.86	
		I-POWER 01/29/25	101-4192-428	UTILITIES 767 MAIN ST	000000	21.73	
		I-POWER 01/29/25	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00	
		I-POWER 01/29/25	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	22.52	
		I-POWER 01/29/25	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	19.28	
		I-POWER 01/29/25	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	20.61	
		I-POWER 01/29/25	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	4.56	
01-0433	WELLMARK BLUE CROSS BLU						
		I-02/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,605.48	
01-0539	LEAD-DEADWOOD SANITARY						
		I-02/03/25 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	28.62	
		I-02/03/25 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00	
		I-02/03/25 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
		I-02/03/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30	
		I-02/03/25 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30	

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 DEPARTMENT: 192 PUBLIC BUILDINGS
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-02/03/25	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	62.24
		I-02/03/25	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-02/03/25	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-02/03/25	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	0.00
		I-02/03/25	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-02/03/25	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-02/03/25	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	46.43
		I-02/03/25	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	62.15
		I-02/03/25	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	273.29
		I-02/03/25	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.00
		I-02/03/25	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024758	101-4192-422-10	PROFESSIONAL REPAIRS TO WINDOW/LIBRARY	000000	213.40
01-1626	SERVALL UNIFORM AND LIN					
		I-02/04/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1018603	000000	41.94
		I-02/04/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1018605	000000	92.01
		I-02/04/25	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/ 1018604	000000	106.00
		I-02/04/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1018586	000000	41.71
		I-02/04/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1018588	000000	39.03
		I-02/06/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1019568	000000	196.86
		I-02/06/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1019569	000000	270.62
		I-02/06/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1019567	000000	79.83
		I-02/06/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1019566	000000	39.78
01-2073	SDN COMMUNICATIONS					
		I-229880	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-229880	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-229880	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-229880	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-229880	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-229880	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-229880	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
01-3151	KONE CHICAGO					
		I-871591345	101-4192-422-17	PROFESSIONAL- JAN ELEVATOR MAINT/76 MUSEUM	000000	202.61
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV119506	101-4192-425-15	REPAIRS - TRO TUBE HEATER TRIP OUT/TROLLEY	000000	389.37
		I-SRV119508	101-4192-425-21	REPAIRS - WEL REPAIRS TO ZONE PUMPS/WELCOME	000000	389.37
		I-SRV119572	101-4192-425-13	REPAIRS - REC REPAIR CONDENSATE LEAK/REC	000000	239.50
		I-SRV119600	101-4192-425-04	REPAIRS - CIT REPAIRS TO BOILER/CITY HALL	000000	1,459.29

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 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3342	RASMUSSEN MECHANICAL SE	continued				
		I-SRV119678	101-4192-425-13	REPAIRS - REC REPAIRS TO POOLPAK/REC CENTER	000000	356.25
01-3838	BLUEPEAK					
		I-01/14/25 BLUEPEAK	101-4192-428-13	UTILITIES - R REC CENTER VIDEO SERVICES	000000	180.00
		I-01/14/25 BLUEPEAK	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	82.99
01-4625	FIB CREDIT CARDS					
		I-01/31/25 PW 2025	101-4192-425-21	REPAIRS - WEL LOWES DELTA PULL DOWN/WELCOME	000000	199.00
		I-01/31/25 PW 2025	101-4192-426	SUPPLIES LIMEAWAY-THE WORKS/PUB BLDGS	000000	19.16
		I-01/31/25 PW 2025	101-4192-426-09	SUPPLIES - HA PHOTOELECTRIC SMOKE DET/HARCC	000000	190.00
01-4944	QUADIENT FINANCE USA, I					
		I-02/05/25	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-PARTIT	PARTITION KING					
		I-83-47367	101-4192-425-11	REPAIRS - PAR SOLID PARTITIONS/PARKS	000000	6,872.00
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	52,239.21
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000246	101-4193-422	PROFESSIONAL EML SECUR, BKUP, WKSTNS	000000	2,701.48
DEPARTMENT 193 COMPUTER SERVICE					TOTAL:	2,701.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	16,703.65
01-0467	CULLIGAN OF THE BLACK H					
		I-0022715	101-4210-424	RENTALS 5 GAL.BTTLD WTR, COOLER RENT-PD	000000	77.25
01-1602	DRIVERS LICENSE GUIDE C					
		I-840504	101-4210-422	PROFESSIONAL I.D.CHECKING GUIDE - POLICE	000000	122.50
01-1705	VANWAY TROPHY					
		I-119263	101-4210-422	PROFESSIONAL PLAQUE/ENGRAVING - POLICE	000000	159.40
		I-119730	101-4210-426	SUPPLIES OFFICER OF YEAR AWARD - POLICE	000000	154.60
01-1725	QUILL CORPORATION					
		I-42573169	101-4210-435	FURNITURE LATERAL FILE CABINET - POLICE	000000	380.00
		I-42593359	101-4210-435	FURNITURE WOODEN LOCKER - POLICE	000000	629.00
01-1838	RAMKOTA HOTEL					
		I-ACCT#10036D-2/5/25	101-4210-427	TRAVEL LODGING-SDML-PIERRE/C.SHAFER	000000	122.00
01-4422	COOL CONCEPTS TRAVEL					
		I-20147	101-4210-427	TRAVEL TRAVEL TO CHICAGO FOR PD CAR	000000	338.00

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 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-FINANCECCDS1/31/25	101-4210-426	SUPPLIES EMPLOYEE MEAL - POLICE	000000	101.76
		I-POLICE CCD 1/31/25	101-4210-426	SUPPLIES KEYBOARD/MOUNT - POLICE	000000	63.94
		I-POLICE CCD 1/31/25	101-4210-426	SUPPLIES MTG SUPPLIES - POLICE	000000	34.20
01-4711	AMAZON CAPITAL SERVICES					
		I-1KGM-GWDP-1VCY	101-4210-426	SUPPLIES GARBAGE CONTAINER - POLICE	000000	129.94
01-5034	STURGIS RESPONDER SUPPL					
		I-1136	101-4210-426	SUPPLIES UNIFORM DICKEYS,BELT - POLICE	000000	233.50
01-5381	CHICAGO MOTORS INC.					
		I-I250130197	101-4210-434	MACHINERY/EQU 2021 FORD EXPLORER POLICE AWD	000000	25,500.00
DEPARTMENT 210 POLICE					TOTAL:	44,749.74
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-3294	DAKOTA FLUID POWER INC.					
		I-7296506	101-4221-425	REPAIRS HYDRAULIC REPAIRS-LADDER#5/FD	000000	2,690.74
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRT					TOTAL:	3,345.81
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-1638	SD BUILDING OFFICIALS					
		I-200002239	101-4232-422	PROFESSIONAL 2025 MEMBERSHIP RENEWAL/BI	000000	60.00
01-5066	LOOKOUT PLAN + CODE CON					
		I-25005	101-4232-422	PROFESSIONAL PLAN REVIEW 777 STAGE RUN RD	000000	407.60
DEPARTMENT 232 BUILDING INSPECTION					TOTAL:	1,122.67
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,587.59
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0701076	101-4310-426	SUPPLIES (6) 10W ADV HYDO 5 GAL/STRTS	000000	604.01
		I-06PS0701077	101-4310-426	SUPPLIES (2) FILTERS/STRTS	000000	73.50
		I-06PS0701552	101-4310-426	SUPPLIES (20) NUTS-BOLTS/STRTS	000000	195.04
01-1493	SANITATION PRODUCTS, IN					
		I-91881	101-4310-434	MACHINERY/EQU (4) CENTER SKATES/STREETS	000000	1,099.46
		I-91882	101-4310-434	MACHINERY/EQU (4) SIDE SKATES/STREETS	000000	1,529.50

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 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1515	RAPID DELIVERY	I-520208	101-4310-422	PROFESSIONAL DELIVERY/STREETS	000000	16.90
01-3314	CENTURY BUSINESS PRODUC	I-775029	101-4310-426	SUPPLIES KYOCERA 4054CI STREETS	000000	116.84
01-3438	BLACKSTRAP, INC.	I-153488	101-4310-426	SUPPLIES 30.12 TON BLACK MAGIC/STRTS	000000	5,271.00
		I-153549	101-4310-426	SUPPLIES 30.66 TON BLACK MAGIC/STRTS	000000	5,365.50
01-3836	MID-AMERICAN RESEARCH C	I-0839745-IN	101-4310-426	SUPPLIES GRAPHITE LUBRICANT/STRTS	000000	213.75
01-3977	ACE HARDWARE OF LEAD	I-040752	101-4310-426	SUPPLIES (3) STORAGE BOX/STREETS	000000	94.47
DEPARTMENT 310 STREETS					TOTAL:	19,167.56
01-4630	SANDER SANITATION SERVI	I-01/31/25 RES GARB	101-4320-422	PROFESSIONAL JANUARY RESIDENTIAL GARBAGE	000000	12,857.58
DEPARTMENT 320 SANITATION					TOTAL:	12,857.58
01-1436	CITY OF LEAD	I-284	101-4412-422	PROFESSIONAL 1/2 EXP-'24 TC ANIMAL SHELTER	000000	2,120.79
DEPARTMENT 412 ANIMAL CONTROL					TOTAL:	2,120.79
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/25	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,994.22
01-0467	CULLIGAN OF THE BLACK H	I-0022716	101-4520-426	SUPPLIES (3) 5 GAL BOTTLED WATER/PARKS	000000	21.75
01-0737	DAKOTA BATTERY AND ELEC	I-95818	101-4520-425	REPAIRS RELAY 12V 75A CONT DUTY/PARKS	000000	26.42
01-1831	POWERPLAN OIB	I-P6751210	101-4520-425	REPAIRS SHIM-HOUSING-VALVE-PLUG-BOLT/P	000000	961.45
		I-P6751310	101-4520-426	SUPPLIES (2) KITS-ELBOW FIT/PARKS	000000	443.24
		I-P6762710	101-4520-426	SUPPLIES KIT-ELBOW FITT/PARKS	000000	289.16
01-2069	BARCO PRODUCTS	I-INVRCO30796	101-4520-426	SUPPLIES MEMORIAL BENCH-KELTON/PARKS	000000	1,390.48
01-3294	DAKOTA FLUID POWER INC.					

02/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 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
01-3294	DAKOTA FLUID POWER INC.		continued			
		I-7296929	101-4520-425	REPAIRS STARTSOL KIT 12VDC INTGND/PARK	000000	60.05
01-3977	ACE HARDWARE OF LEAD					
		I-040733	101-4520-426	SUPPLIES SNOW PUSHER POLY/PARKS	000000	47.48
		I-040772	101-4520-426	SUPPLIES FLEXZLA SWVL HOSE/PARKS	000000	67.49
		I-040773	101-4520-426	SUPPLIES TAPE-PLIERS-WRENCH-TLSET/PARKS	000000	299.19
01-4204	COMPLETE CONCRETE, INC.					
		I-PAY APP#8-2/11/25	101-4520-422-01	PROF SERV- FE PAYAPP#8-WHTWD CRK RSTR PH II	000000	309,933.75
01-4317	VIGILANT BUSINESS SOLUT					
		I-3400	101-4520-422	PROFESSIONAL TESTING - PARKS	000000	56.50
		I-3436	101-4520-422	PROFESSIONAL BACKGROUND SCREENING - PARKS	000000	391.00
01-4345	ULINE					
		I-187650308	101-4520-426	SUPPLIES LEATHER-IMPACT GLOVES/PARKS	000000	402.13
01-4625	FIB CREDIT CARDS					
		I-01/31/25 PW 2025	101-4520-426	SUPPLIES DRY AND SHINE CAR WASH/PARKS	000000	22.30
01-4669	KUBOTA LEASING					
		I-7092931	101-4520-434	MACHINERY/EQU LATE CHG SKIDSTEER LEASE/PARKS	000000	125.12
01-5382	CODY LERE PHOTOGRAPHY					
		I-3516	101-4520-422-01	PROF SERV- FE WHITEWD CRK RESTORATION PHOTOS	000000	200.00
DEPARTMENT 520 PARKS					TOTAL:	319,731.73
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-3314	CENTURY BUSINESS PRODUC					
		I-775029	101-4640-428	UTILITIES KYOCERA 4054CI P&Z	000000	116.85
01-4632	SANTOCHI, TREVOR					
		I-2025.01	101-4640-422	PROFESSIONAL PM BOARD OF APPEALS	000000	35.00
01-4875	KNIPPER, ANITA					
		I-2025-01	101-4640-422	PROFESSIONAL PM BOARD OF APPEALS	000000	35.00
01-5052	AVID4 ENGINEERING					
		I-23-123.19	101-4640-422	PROFESSIONAL ZONING & EASEMENT WORK	000000	1,080.00
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	1,921.92
FUND 101 GENERAL FUND					TOTAL:	499,193.62

11/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 VENDOR SET: 01
 FUND : 206 LIBRARY FUND
 DEPARTMENT: 550 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-0467	CULLIGAN OF THE BLACK H	I-0022649	206-4550-422	PROFESSIONAL 5 GAL.BOTTLED WATER - LIBRARY	000000	29.00
01-0973	PETTY CASH- LIBRARY	I-02/10/25	206-4550-424	PROGRAMMING REIMB.PETTY CASH-PROG.SUPPLS	000000	25.45
01-1562	MIDWEST TAPE, LLC	I-506653676	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.99
		I-506693424HOOPLA	206-4550-434	COLLECTION DE DIGITAL COLLECTION - HOOPLA	000000	139.52
01-1838	RAMKOTA HOTEL	I-ACCT#10036D-2/5/25	206-4550-427	TRAVEL LODGING-SDML-PIERRE/P.BROWN	000000	244.00
01-3493	OVERDRIVE	I-H-0112122	206-4550-429	TECHNOLOGY/HO LIBR PARTICIPATION/MAINT.FEE	000000	375.00
		I-H-0112122	206-4550-434	COLLECTION DE LIBR PARTICIP./FUTURE CONTENT	000000	1,125.00
01-4711	AMAZON CAPITAL SERVICES	I-1QNC-7JTT-39RQ	206-4550-426	SUPPLIES OFFICE SUPPLIES - LIBRARY	000000	54.58
01-4950	BROWN, PATRICIA	I-02/05/25	206-4550-427	TRAVEL MEALS-LEGIS.SESSION-PIERRE/LIB	000000	34.00
					DEPARTMENT 550 LIBRARY	TOTAL: 2,708.61
					FUND 206 LIBRARY FUND	TOTAL: 2,708.61

2/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 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
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	982.60
01-1370	TEMPERATURE TECHNOLOGY,	I-27861	209-4510-425	REPAIRS REPAIRS TO FAN RELAY/REC CENTE	000000	185.00
01-1502	BLACK HILLS CHEMICAL	I-286355	209-4510-426	SUPPLIES URINAL SCREENS-DETERGENT/REC	000000	205.92
		I-286776	209-4510-426	SUPPLIES BLEACH-TP-ROLL TOWEL/REC	000000	197.05
01-1827	MS MAIL	I-15036	209-4510-426	SUPPLIES UPDATE REC POSTER/REC CENTER	000000	10.00
01-2645	HAWKINS INC	I-6973620	209-4510-426	SUPPLIES CALCIUM HARDNESS REAGENT/REC	000000	26.00
01-3151	KONE CHICAGO	I-871591344	209-4510-426	SUPPLIES JAN ELEV MAINT/RAMP	000000	194.82
01-4625	FIB CREDIT CARDS	I-FINANCECCDS1/31/25	209-4510-426	SUPPLIES REC CONCESSIONS	000000	21.78
		I-FINANCECCDS1/31/25	209-4510-426	SUPPLIES REC CONCESSIONS	000000	67.04
		I-FINANCECCDS1/31/25	209-4510-426	SUPPLIES REC CONCESSIONS	000000	315.71
01-4711	AMAZON CAPITAL SERVICES	C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES WATER DUMBBELL RETURN/REC	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1DFR-JMVY-D674	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 19QT-YJ-D9FJ	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 19FQ-9RP1-VF9H	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1D1T-4JW1-VDC1	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1VK9-H7YT-QQT	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1M3F-TJFP-QJT3	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1F3P-1M9T-QKGH	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1VPG-LP6P-QGYX	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1VK9-H7YT-QJCR	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1LGG-Y99D-Q7YW	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 11L3-DKTQ-QP9W	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1Q6Q-Q41Y-P7DQ	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1YW9-Y3KT-93YT	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 16FX-VD7R-6PM4	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1TH3-HNRP-6Q6J	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 19FQ-9RP1-996	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES RETURN 1117-WGX-7-3691	000000	20.99-
		C-1T1X-7P9Q-D4YL	209-4510-426	SUPPLIES (2) RETURN 1XR4-CQVW-9GF9	000000	41.98-
		I-1RNG-67NL-4WN1	209-4510-425	REPAIRS TIME-TEMP SAUNA CONTROL/REC	000000	422.35
		I-1W11-GK3X-C6GK	209-4510-426	SUPPLIES WATER DUMBBELLS-WEIGHTS/REC	000000	765.66
01-4946	CIVICPLUS LLC	I-322962	209-4510-422	PROFESSIONAL SPECIALTY SUBSITE SUBSCR/REC	000000	1,650.00

DEPARTMENT 510 REC CENTER TOTAL: 4,624.00

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

Section 4 Item a.

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-0475	DEADWOOD CHAMBER & VISI	I-02/11/2025	209-4980-422	PROFESSIONAL BILL LIST FOR 2-18-25 / B&B	000000	57,792.35			
					DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	57,792.35	
					FUND	209	BED & BOOZE FUND	TOTAL:	62,416.48

PACKET: 06962 COMBINED - 2//19/25

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-557 - 2025	211-4630-422	PROFESSIONAL ORDINANCE #1414 - BID #9	000000	41.25
				DEPARTMENT 630 BID #9	TOTAL:	41.25
				FUND 211 BID #9	TOTAL:	41.25

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-558 - 2025	212-4630-422	PROFESSIONAL ORDINANCE #1413 - BID 8	000000	26.69
				DEPARTMENT 630 BID 8	TOTAL:	26.69
				FUND 212 BID #8	TOTAL:	26.69

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

FUND : 213 BID #1-6

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-02/11/2025	213-4630-423	MARKETING	BILL LIST FOR 2-18-25/BID 1-6 000000	44,758.79
				DEPARTMENT 630 BID	TOTAL:	44,758.79
				FUND 213 BID #1-6	TOTAL:	44,758.79

7/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-021225	215-4572-210	VISITOR MGMT HPC MARKETING	000000	26,089.40
01-1827	MS MAIL	I-15015	215-4572-235	VISITOR MGMT BROCHURES FOR HB1159	000000	637.50
01-5374	BLACK HILLS EMBROIDERY	I-43588	215-4572-235	VISITOR MGMT LOGO SHIRTS	000000	1,628.00
					DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL: 28,354.90
01-2014	TOMS, DON	I-012725	215-4573-335	HIST. INTERP. 2010.03.14.64 (TOWN LOTS PT 2)	000000	600.00
01-3314	CENTURY BUSINESS PRODUC	I-774933	215-4573-335	HIST. INTERP. CANON TM-305	000000	7.15
01-3597	LEAD-DEADWOOD ARTS CENT	I-223	215-4573-335	HIST. INTERP. FRAMING DEPT PATCHES	000000	240.00
01-3977	ACE HARDWARE OF LEAD	I-040794	215-4573-335	HIST. INTERP. DROP CLOTH	000000	50.38
01-4625	FIB CREDIT CARDS	I-013125	215-4573-335	HIST. INTERP. ANCESTRY.COM - ARCHIVES	000000	243.20
01-4711	AMAZON CAPITAL SERVICES	I-1NQX-9Q94-3GRG	215-4573-335	HIST. INTERP. DOCUMENT FRAMES	000000	88.47
					DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL: 1,229.20
01-0429	BLACK HILLS ENERGY	I-POWER 01/29/25	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST - SENIOR CENTER	000000	79.08
		I-POWER 01/29/25	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00
01-0539	LEAD-DEADWOOD SANITARY	I-02/03/25 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	47.00
01-3342	RASMUSSEN MECHANICAL SE	I-SRV119516	215-4575-505-05	142 SHERMAN S WORK ON HEATER/SENIOR CENTER	000000	1,610.37
					DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL: 1,751.45
01-0510	GOLDEN WEST TECHNOLOGIE	I-40000246	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0568	TDG COMMUNICATIONS	I-25-1127	215-4576-600	PROFES. SERV. 25-004 THE RIDGE PLAN REVIEW	000000	616.25
01-0776	ALBERTSON ENGINEERING,	I-21471	215-4576-600	PROFES. SERV. 5 HARRISON RETAINING WALL	000000	100.00
		I-21472	215-4576-600	PROFES. SERV. TAYLOR ST SIDEWALK & RW	000000	878.40
		I-21473	215-4576-600	PROFES. SERV. 85 CHARLES ST FOUNDATION	000000	200.00
01-2394	GUNDERSON, PALMER, NELS	I-138318	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	865.20
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,674.85
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,179.36
01-1725	QUILL CORPORATION	I-42238879	215-4641-426	SUPPLIES PAPER, SPOONS, FORKS	000000	226.28
01-1838	RAMKOTA HOTEL	I-1098T3	215-4641-427	TRAVEL TOURISM- KUCHENBECKER	000000	282.00
		I-1098T5	215-4641-427	TRAVEL TOURISM- MARTINISKO	000000	282.00
		I-1098T6	215-4641-427	TRAVEL TOURISM- BROWN	000000	282.00
		I-1098T7	215-4641-427	TRAVEL TOURISM- DAR/EAGLESON	000000	282.00
		I-1098T8	215-4641-427	TRAVEL TOURISM- JOHNSON	000000	282.00
		I-1098T9	215-4641-427	TRAVEL TOURISM- KNIPPER	000000	282.00
		I-1098TA	215-4641-427	TRAVEL TOURISM- ANFINSON	000000	282.00
01-2205	KUCHENBECKER, KEVIN	I-012225	215-4641-427	TRAVEL TOURISM & MUNI LGUE PIERRE	000000	221.91
01-3314	CENTURY BUSINESS PRODUC	I-775029	215-4641-428	UTILITIES KYOCERA 4054CI HP	000000	116.85
01-4625	FIB CREDIT CARDS	I-01/31/25 PW 2024	215-4641-422	PROFESSIONAL OCTOBER MICROSOFT SUBS/HP	000000	287.61
		I-01/31/25 PW 2024	215-4641-422	PROFESSIONAL NOVEMBER MICROSOFT SUBS/HP	000000	288.44
		I-01/31/25 PW 2025	215-4641-426	SUPPLIES DRY AND SHINE CAR WASH/HP	000000	22.30
		I-01/31/25 PW 2025	215-4641-427	TRAVEL MARCOS PIZZA/HP	000000	77.85
		I-013125	215-4641-427	TRAVEL LA MINESTRA - TOURISM	000000	145.52
		I-013125	215-4641-427	TRAVEL TKOLSON- TOURISM CONF	000000	32.54
		I-013125	215-4641-426	SUPPLIES MISC SUPPLIES	000000	95.57
		I-FINANCECCDS1/31/25	215-4641-426	SUPPLIES EMPLOYEE MEALS	000000	71.00
01-4711	AMAZON CAPITAL SERVICES	I-1M7R-DRV3-C4R6	215-4641-426	SUPPLIES DOCUMENT COVERS & POPCORN	000000	146.36
		I-1NQX-9Q94-3GRG	215-4641-426	SUPPLIES SUPPLIES	000000	43.97
		I-1NTW-94PH-JCQY	215-4641-426	SUPPLIES STANDING DESK - RHONDA	000000	219.99

PACKET: 06962 COMBINED - 2//19/25

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
01-5169	BROWN, MOLLY	I-012225	215-4641-427	TRAVEL	MILEAGE & PER DIEM TOURISM CON 000000	290.58
DEPARTMENT 641 OFFICE HIST. PRES.						TOTAL: 7,440.13
FUND 215 HISTORIC PRESERVATION						TOTAL: 42,450.53

2/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 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
01-4933	AMERICAN SEAMLESS GUTTE	I-2025-7	216-1310	DUE FROM OTHE 20 DENVER BYRNE	000000	11,836.46
01-5307	THE HANDY MAN	I-2070	216-1310	DUE FROM OTHE 9 SHINE EMRICK	000000	17,183.56
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						29,020.02
01-0558	NHS OF THE BLACK HILLS	I-2025-1	216-4653-422	PROFESSIONAL CONTRACT FEE 1/2025	000000	4,553.75
01-1496	LAWRENCE CO. REGISTER O	I-012725	216-4653-960	CLOSING CO 51 HIGHLAND BAILEY	000000	90.00
		I-012725-2	216-4653-960	CLOSING CO 35 JACKSON WOLFE	000000	30.00
		I-012925	216-4653-960	CLOSING CO REC FEE 118 CHARLES PONTIUS	000000	30.00
		I-012925-2	216-4653-960	CLOSING CO REC FEE 12 DAKOTA SMITH	000000	60.00
		I-020425	216-4653-960	CLOSING CO REC FEE 170 PLEASANT FOSSO	000000	30.00
01-2164	ONE WAY SERVICE PROS	I-32193	216-4653-962-01	SPECIAL NEEDS 14 VAN BUREN - MCNARY	000000	1,744.63
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						6,538.38
				FUND	216	REVOLVING LOAN
						TOTAL:
						35,558.40

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0539	LEAD-DEADWOOD SANITARY	I-02/03/25 EQR	602-4330-422	PROFESSIONAL FEBRUARY EQR/WATER	000000	20,588.00
01-0684	NORTHWEST PIPE FITTINGS	I-1503315	602-4330-425	REPAIRS F GRATE TYPE A REGULAR/WATER	000000	917.83
		I-1505409	602-4330-425	REPAIRS TOP BOLT CPLG-MEGALUG MJ/WATER	000000	503.76
01-1467	SD ASSN. OF RURAL WATER	I-18302	602-4330-422	PROFESSIONAL 2025 ANNUAL DUES CLS B/WATER	000000	590.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2017640	602-4330-424	RENTALS RENTAL MINI EXCAV/WATER	000000	528.98
					DEPARTMENT 330 WATER	TOTAL: 27,045.24
					FUND 602 WATER FUND	TOTAL: 27,045.24

PACKET: 06962 COMBINED - 2//19/25
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
DEPARTMENT: 580 HISTORIC CEMETERIES
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-554 - 2025	607-4580-423	PUBLISHING & REQUEST FOR BIDS - MT.MORIAH	000000	49.79
		I-575 - 2025	607-4580-423	PUBLISHING & BID NOTICE-MT.MORIAH IMPRVMTS	000000	34.07
01-4625	FIB CREDIT CARDS					
		I-01/31/25 PW 2024	607-4580-422	PROFESSIONAL OCTOBER MICROSOFT SUBS/CEMETER	000000	287.61
		I-01/31/25 PW 2024	607-4580-422	PROFESSIONAL NOVEMBER MICROSOFT SUBS/CEMET	000000	288.43
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	659.90
				FUND 607 HISTORIC CEMETERIES	TOTAL:	659.90

2/14/2025 3:27 PM
 PACKET: 06962 COMBINED - 2//19/25
 VENDOR SET: 01
 FUND : 610 PARKING/TRANSPORTATION
 DEPARTMENT: 360 PARKING/TRANSPORTATION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-127505	610-4360-423	PUBLISHING HOLIDAY PARKING AD	000000	240.00
		I-127615	610-4360-423	PUBLISHING HOLIDAY PARKING AD	000000	160.00
		I-611 - 2025	610-4360-423	PUBLISHING ORDINANCE #1417- RESID.PARKING	000000	37.37
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
01-1827	MS MAIL					
		I-15037	610-4360-426	SUPPLIES PERMITS-WARNINGS-STICKERS/P&T	000000	198.00
01-4709	TRAFFIC LOGIX CORP					
		I-SIN30811	610-4360-422	PROFESSIONAL WD-RFS-L1-2Y-R 3/2025-3/2027/P	000000	2,700.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						7,490.98
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-1503	BLACK HILLS SPECIAL SER					
		I-38082	610-4361-422	PROFESSIONAL JANUARY CLEANING/TROLLEY	000000	2,350.00
01-1827	MS MAIL					
		I-15036	610-4361-426	SUPPLIES PASSES-PUNCH CARDS/TROLLEY	000000	226.20
01-4625	FIB CREDIT CARDS					
		I-01/31/25 PW 2024	610-4361-422	PROFESSIONAL OCTOBER MICROSOFT SUBS/TROLLEY	000000	287.61
		I-01/31/25 PW 2024	610-4361-422	PROFESSIONAL NOVEMBER MICROSOFT SUBS/TROLLE	000000	288.43
01-4857	VERIZON CONNECT					
		I-621000065723	610-4361-422	PROFESSIONAL JAN VEH TRACK-VIDEO/TROLLEY	000000	179.50
01-5295	WAREING STURGIS					
		I-5026618	610-4361-426	SUPPLIES (4) BOLT/TROLLEY	000000	72.32
		I-5026799	610-4361-426	SUPPLIES KIT BRAKE LINING/TROLLEY	000000	262.66
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						5,953.12
01-0429	BLACK HILLS ENERGY					
		I-POWER 01/29/25	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	30.65
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/25	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-3151	KONE CHICAGO					
		I-871591344	610-4362-422	PROFESSIONAL JAN ELEV MAINT/RAMP	000000	194.81
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						880.53
FUND 610 PARKING/TRANSPORTATION TOTAL:						14,324.63

PACKET: 06962 COMBINED - 2//19/25

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL CITY SLOT PAYMENT

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-02/13/25	723-4000-429	OTHER CITY SLOTS - PYMT 8,YR 1	000000	32,386.36
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	32,386.36
			FUND	723 NICKEL CITY SLOT PAYMENT	TOTAL:	32,386.36
					REPORT GRAND TOTAL:	761,570.50



ASSISTANT FIRE TECHNICIAN POSITION DESCRIPTION

POSITION OVERVIEW

Under the supervision of the Fire Technician, performs responsible and varied duties working with the public in the area in the fire station. Assists Fire Technician in the use of fire services, equipment, and facilities, working as part of a team to support fire Department goals and activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists with testing and washing fire hose.
- Assists with keeping all fire equipment clean and ready.
- Assists with doing light service work to equipment that is used within the fire station.
- Assists with doing Monthly, Weekly, Daily truck checks of equipment on the fire trucks.
- Assist with special projects and performs other duties, as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Demonstrated customer-service orientation, exceptional organizational skills, basic computer literacy with familiarity in the fire department.

SPECIAL REQUIREMENTS

Must be at least 16 years of age.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Ability to interact courteously and effectively with the public
- Ability to understand and interpret the workings of the fire service
- Ability to work both independently and as a team member

PHYSICAL DEMANDS

- Ability to move and/or lift materials up to 25 pounds.
- Ability to push a loaded and climb on ladders
- Regularly required to stand, walk, bend, kneel, reach, climb, balance and sit.
- Vision and hearing at or correctable to “normal ranges”

WORK ENVIRONMENT

Work is performed in a fire station while standing or walking or kneeling for a short periods of time.

HOURS AND PAY

Part-time; hours for the summer at 40 hours a week from 8am to 5pm. Monday – Friday. Seasonal dates from the end of May to 1st part of Oct

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

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: _____

Employee Name: _____

Physician Approval: _____

Date Developed: 01/27/25 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight-hour workday. Scheduled maintenance only. Event driven schedule.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 - 10 HOUR DAY	COMMENTS
Sit	1		Event Driven
Stand	4+		Event Driven
Walk	4+		Event Driven

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			In/Out Fire Trucks
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds			
Lift (pounds)	75 pounds			

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

SENSORY PERCEPTIONS

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

ESSENTIAL FUNCTIONS

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

The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
----------------	-----	----	--------------------

Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.	X		
Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

Section 6 Item c.

Page 7 of 7

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for Assistant Fire Technician**

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

Employee Signature

Date

Updated and approved by the City Commission on February 18th, 2025.

Fire Assistant
Position Description

Adopted February 18, 2025

37



Deadwood Volunteer Fire Department

firechief@cityofdeadwood.com • 737 Main Street, Deadwood, SD 57732 • Phone (605) 578-1212

To: Honorable Mayor and Commissioners
From: Deadwood Volunteer Fire Department
Reference: South Dakota Wildland VFA Grant
Date: February 10, 2025

The Deadwood Volunteer Fire Department is requesting permission to apply for a 50% matching grant for the purchasing of Wildland Fire personnel protective gear and radios. This grant is administered by South Dakota Wildland Fire. If awarded, the total city share will be a maximum of \$7000.00, which is budgeted. The portion of the South Dakota wildland fire grant would be \$7000.00.

If there are any questions, please contact Fire Chief Alex Hamann.

Thank you for your time and consideration.

Regards

Alex L. Haman
Fire Chief
Deadwood Volunteer Fire Department



MEMORANDUM

Date: February 13, 2025
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
 Bonny Anfinson, Preservation Coordinator
Re: 2025 Round 1 Outside of Deadwood Grants

On February 4, 2025, the Projects Committee reviewed the 2025 Round 1 Outside of Deadwood Grant applications. This round included Nine (9) Outside of Deadwood Grant applications for a project total of \$410,595.42 which included requests from the program of \$145,268.71.

The budget for 2025 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 nine grants totaling \$47,878.00.

The Historic Preservation Commission reviewed this request at their February 12, 2025 meeting and recommends approval of the 2025 Round 1 Outside of Deadwood Grants as follows:

2025 RD 1 Outside of Deadwood Grant Requests					
Organization Name	City	Project Budget	Matching Funds	Amount Requested	Suggested Approval
Dakotaland Museum - Item A	Huron	\$16,628.00	\$8,823.00	\$7,805.00	\$ 7,805.00
Custer Courthouse Museum - Item B	Custer	\$16,000.00	\$8,000.00	\$8,000.00	\$ 8,000.00
Matthews Oper House - Item C	Spearfish	\$50,000.00	\$40,000.00	\$10,000.00	\$ -
Mt. Moriah Lodge - Item D	Kadoka	\$27,052.00	\$13,552.00	\$13,500.00	\$ 13,500.00
Newell Museum - Item E	Newell	\$4,626.00	\$2,313.00	\$2,313.00	\$ 2,313.00
Dakota Theatre - Item F	Yankton	\$133,620.00	\$108,620.00	\$25,000.00	\$ -
St. Martins Chapel - Item G	Sturgis	\$124,781.42	\$62,390.71	\$62,390.71	\$ -
Vale High School - Item H	Vale	\$20,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00
University of SD Ft. Meade Arch.- Item I	Ft. Meade	\$17,888.00	\$11,628.00	\$6,260.00	\$ 6,260.00
TOTAL GRANT REQUESTS		\$410,595.42	\$265,326.71	\$145,268.71	\$ 47,878.00

Recommended Motion:

Move to approve the 2025 Round 1 Outside of Deadwood Grants in the amount of \$47,878.00.

**RESOLUTION NO. 2025-08
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Hillsboro Aluminum Flat Bed: 6 feet 8 inches wide; 9ft long from the front to the back; Front of this is 3 feet 7 inches from the base of the bed to the top of the rack.

Donated to Lawrence County Maintenance Department:
Two (2) wall mount blueprint racks with hanging clamps

Dated this 18th day of February, 2025.

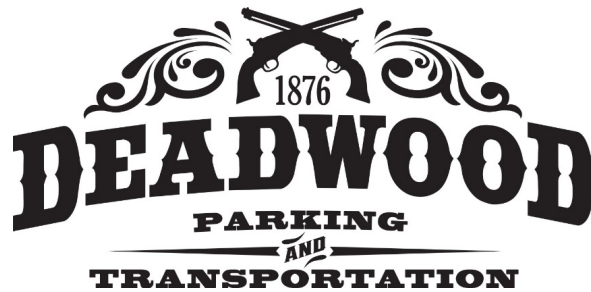
City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

City of Deadwood
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



Justin Lux
Director
(605) 578-2082 or
justin@cityofdeadwood.com

MEMORANDUM

Date: February 18, 2025
To: Deadwood City Commission
From: City Department Heads
Re: Payment for September 2, 2024 Trolley Accident

On September 2, 2024, a City of Deadwood Trolley collided with an unattended vehicle. The unattended vehicle was legally and responsibly parked. The Lawrence County Sheriff's Office completed an accident investigation. The owner of the vehicle was told the City of Deadwood would pay to repair the damage directly. The vehicle owner submitted the claim to their insurance company, De Smet Insurance Company of South Dakota. That insurance company paid to have the damages repaired and is now seeking reimbursement for the amount of \$2,996.75.

I recommend approval to pay \$2,996.75 to De Smet Insurance Company of South Dakota for damage caused by the September 2, 2024, trolley accident.

Thank you for your consideration on this matter.

City of Deadwood

Pay Order

A National Historic Landmark

108 Sherman Street
 Deadwood, SD 57732
 Phone 605.578.2082 Fax 605.578.2082

DATE:
 February 18, 2025

PAY ORDER #
 20250218

Pay To:

De Smet Insurance Company of South Dakota
 PO Box 9
 De Smet, SD 57231

For:

Sept. 2 Trolley Accident Reimbursement

DESCRIPTION	AMOUNT
Reimburse repair cost for Sept 2, 2024 trolley accident	\$ 2,996.75
TOTAL	\$ 2,996.75

If you have any questions concerning this pay order, contact Justin Lux, (605) 578-2082,
justin@cityofdeadwood.com.

Park's
425

INVOICE

Rick's Automotive Restoration Services Inc DBA Rick's Paintless Dent Repair
4215 Triple Crown Dr
Rapid City, SD 57701

therese@rickspaintlessdentrepair.com
+1 (605) 872-2363
www.rickspaintlessdentrepair.com



Bill to
Lornie Stalder
Deadwood Public Works
108 Sherman St
Deadwood, South Dakota 57732

Ship to
Lornie

Invoice details

Invoice no.: 5574
Terms: Due on receipt
Invoice date: 02/03/2025
Due date: 02/03/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/04/2025	PDR	2022 Ford F-150, White VIN#B37436 Repair hail damage per estimate #75	1	\$5,302.50	\$5,302.50

Total

\$5,302.50

Ways to pay



We accept cash, check, all major credit cards, and ZELLE for payment.

Overdue

02/03/2025

Note to customer

We guarantee all of our workmanship with a limited lifetime warranty (for as long as you own the vehicle). If you are not 100% completely satisfied with our work on your vehicle, we will re-assess our work and make any additional repairs that are necessary.

[View and pay](#)



Rick's Auto Restoration Services Inc

www.rickspaintlessdentrepair.com
Tax ID: 92-3100631

Estimate# 74
Date Created: 01/15/2025
Estimated By: Rick Marmet

Deadwood Public Works

108 Sherman Street , Deadwood, South Dakota, 57732 | 6055782082 | lornie@cityofdeadwood.com

2020 Ram 1500 Classic, White

VIN: _____ Stock/RO#: _____
Odometer: _____ License: _____



Vehicle Condition:	Insurance: Claims Associates	Claim #:
Estimate Location:	Address:	Date of Loss:
Reflection:	Phone:	Deductible:
Days to Repair:	Email:	Adjuster:
	Policy #:	Phone:

Services Summary:

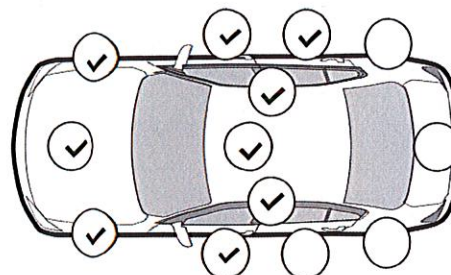
Hail: \$4,798.75 - **Hood:** \$1,400.00, **LT Fender:** \$142.50, **RT Fender:** \$318.75, **LT Front Door:** \$142.50, **RT Front Door:** \$142.50, **RT Rear Door:** \$142.50, **Roof:** \$2,000.00, **LT Roof Rail:** \$187.50, **RT Roof Rail:** \$322.50

R&I/R&R: \$300.00 - **Hood:** \$67.50, **RT Fender:** \$67.50, **Roof:** \$165.00

Misc: \$110.00 - **Clean and prepare for delivery:** \$30.00, **Disable and enable battery:** \$20.00, **Glue sticks:** \$20.00, **Restore foam/seam sealer:** \$20.00, **Shop supplies:** \$20.00

Paintless Dent Repair: \$4,798.75

Hood: \$1,400.00	LT Roof Rail: \$187.50
LT Fender: \$142.50	RT Roof Rail: \$322.50
RT Fender: \$318.75	
LT Front Door: \$142.50	
RT Front Door: \$142.50	
RT Rear Door: \$142.50	
Roof: \$2,000.00	



Service Type	Description	Body Hours	Paint Hours	Total
Hood				
PDR - \$1,400.00 R&I / R&R - \$67.50				
PDR	101-150 dents, Nickel: \$1,000.00 Aluminum, 25.00%: \$250.00 Oversized Dents, 3 @ \$50.00 each: \$150.00	--	--	\$1,400.00
Labor, R&I	Insulator	0.3	--	\$22.50
Labor, R&I	Hood	0.6	--	\$45.00

LT Fender

PDR - \$142.50

PDR	1-5 dents, Dime: \$95.00 HSS, 25.00%: \$23.75 Glue Pull, 25.00%: \$23.75	--	--	\$142.50
-----	--	----	----	----------

RT Fender

PDR - \$318.75 | R&I / R&R - \$67.50

PDR	16-30 dents, Nickel: \$255.00 HSS, 25.00%: \$63.75	--	--	\$318.75
Labor, R&I	Headlamp	0.4	--	\$30.00
Labor, R&I	Fender Liner	0.5	--	\$37.50

LT Front Door

PDR - \$142.50

PDR	1-5 dents, Dime: \$95.00 HSS, 25.00%: \$23.75 Glue Pull, 25.00%: \$23.75	--	--	\$142.50
-----	--	----	----	----------

RT Front Door

PDR - \$142.50

PDR	1-5 dents, Dime: \$95.00 HSS, 25.00%: \$23.75 Glue Pull, 25.00%: \$23.75	--	--	\$142.50
-----	--	----	----	----------

RT Rear Door

PDR - \$142.50

PDR	1-5 dents, Dime: \$95.00 HSS, 25.00%: \$23.75 Glue Pull, 25.00%: \$23.75	--	--	\$142.50
-----	--	----	----	----------

Roof

PDR - \$2,000.00 | R&I / R&R - \$165.00

PDR	151-200 dents, Nickel: \$1,200.00 Tall Vehicle, 25.00%: \$300.00 Oversized Dents, 10 @ \$50.00 each: \$500.00	--	--	\$2,000.00
Labor, R&I	Headliner	2.2	--	\$165.00

LT Roof Rail

PDR - \$187.50

PDR	1-5 dents, Dime: \$125.00 Glue Pull, 25.00%: \$31.25 Tall Vehicle, 25.00%: \$31.25	--	--	\$187.50
-----	--	----	----	----------

RT Roof Rail

PDR - \$322.50

PDR	6-15 dents, Nickel: \$215.00 Glue Pull, 25.00%: \$53.75 Tall Vehicle, 25.00%: \$53.75	--	--	\$322.50
-----	---	----	----	----------

Additional Items

Misc	Clean and prepare for delivery	--	--	\$30.00
Misc	Disable and enable battery	--	--	\$20.00
Misc	Glue sticks	--	--	\$20.00
Misc	Restore foam/seam sealer	--	--	\$20.00
Misc	Shop supplies	--	--	\$20.00

Estimate Totals

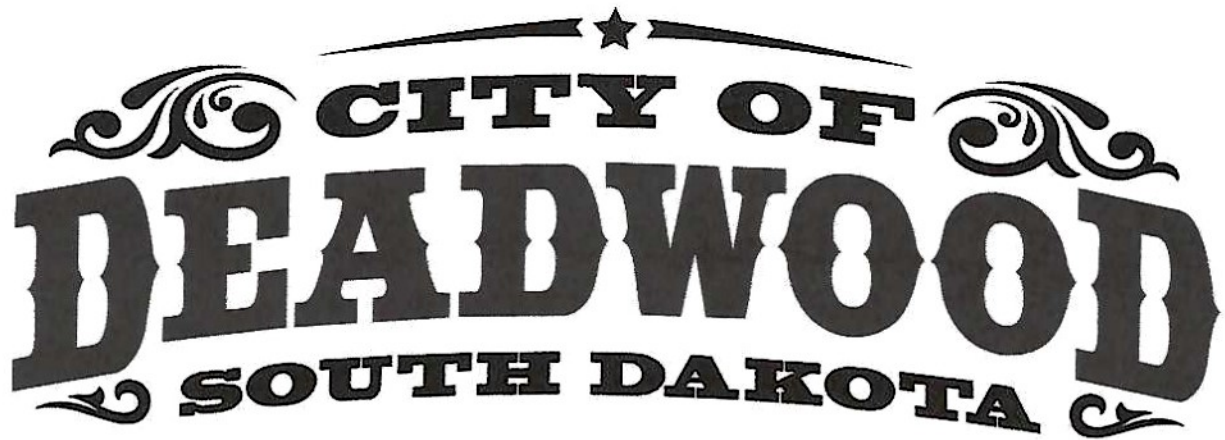
Service Type	Rate	Hours	Total
PDR	--	--	\$4,798.75
Labor, R&I / R&R	\$75.00	4.0	\$300.00
Misc	--	--	\$110.00

By signing above, I hereby authorize RICK'S AUTOMOTIVE RESTORATION SERVICES INC DBA RICK'S PAINTLESS DENT REPAIR to perform the estimated repairs to my vehicle(s), and hereby grant you and/or your employees, permission to operate the vehicle(s) herein described on streets, highways or elsewhere for the purpose of testing and/or inspection and/or transport to the repair location. RICK'S AUTOMOTIVE RESTORATION SERVICES INC DBA RICK'S PAINTLESS DENT REPAIR will not be held responsible for loss or damage to the vehicle(s) or any articles left in the vehicle in case of fire, theft, accident or any other cause beyond our control.

Subtotal: **\$5,208.75**
 Taxable Subtotal: **\$5,208.75**
 Tax Rate Labor (6.200%): ~~\$322.94~~

ESTIMATE TOTAL: \$5,531.69





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).

EVENT INFORMATION

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

Event Title: Deadwood Mickelson Trail Marathon Events

Event Date(s): May 31 and June 1 2025 Total Anticipated Attendance: 400
(month, day, year)

(# of Participants 2500 # of Spectators 1500)

Actual Event Hours: (from: Sat 5K 11a-3p AM / PM (to): Sun 8a-3p AM / PM

Location / Staging Area: Sherman Street Lot/Trailhead, Event Complex, Outlaw Square

Set up/assembly/construction Friday, May 30 Start time: 8am AM / PM

Please describe the scope of your setup / assembly work (specific details): Set up Sherman Street Lot. Place no parking signs Wed May 28 (no parking)
Friday May 30 8am -Sun 4pm. See next page for details on set up.

Dismantle Date: June 1st Completion time: 5pm 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: No closures, but will stop traffic for runner's on Hwy 385 at Kirk Road crossing and Hwy 85 crossing of the Mickelson Trail

- > 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- > Additional security may be 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 October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: WEM, Inc

Chief Officer of Organization (NAME): Emily Schulz

Applicant (NAME): Emily Schulz

Business Phone: 605 3906137

Address: 2458 Lindsey Drive Rapid City, SD 57702

(city)

(state)

(zip code)

Daytime phone: 605 390 6137 (cell)

Evening Phone: ()

Fax #: ()

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

Name: _____

Address: _____

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Emily Schulz

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): fees vary from \$15-\$275

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: post race food at the finish will be served by volunteers under a tent at the end of the finish chute

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. *} under BHSU tent*

- Tables and Chairs.

- Fencing, Barriers and / or Barricades. *} city event fencing for finish chute
city concrete barricades for BHSU tent*

- Generator Locations and / or Source of Electricity. *↳ is city sign working?*

- Canopies or Tent Locations. *(Attached)*

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	\$400.00
20' by 40' Set up and take down	\$600.00

yes need to find out what size is usually there?

- Booths, Exhibits, Displays or Enclosures. *10x10 Awards tent / BHSU tent*

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures. *Finish arch - bleachers delivered, see photos*

- 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: *City containers* Trash Containers w/ lids: _____
+ Sanders roll off

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: requesting use of city trash cans, will also have Sanders bring a roll off container to pick up after the event

Other Related Event Components not covered above. _____

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 1 cement barricades to Sherman Street lot Friday morning for setting up the BHSU tent (Randy and BHSU crew will set up)





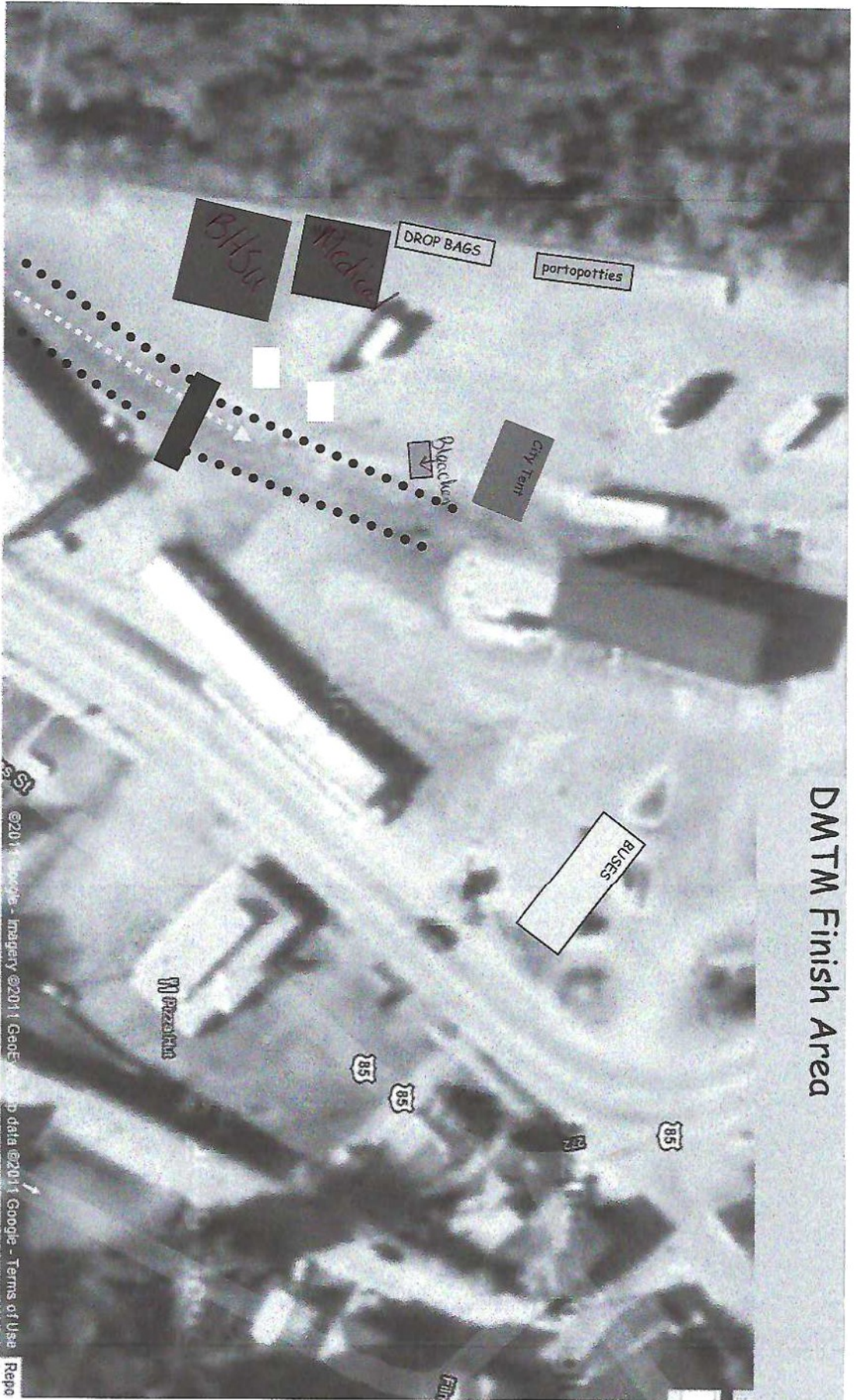
Events Center/ Rodeo Grounds:

- Will Park vehicles on Sunday June 15th 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 15th

DMTM Finish Area



ARCH/finish

Small Pop ups for medals

Runners

Fencing/Chute

BHSU Tent for Awards, Message, Photo Op

BLEACHERS

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
At **Outlaw Square** sponsored event

Please describe your **Accessibility Plan** for access at your event by individuals with disabilities: _____
NA- 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: 605 3906137

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? DWD ER

Number 6 Emergency Medical Technicians – How provided? DWD ER

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: es

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: ea

Adopted October 7, 2024

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: 0

Type of Music: DJ at finish

Will sound amplification be used?
If YES, please indicate: Start Time: 9am Sun AM / PM – Finish Time: 3pm Sun 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

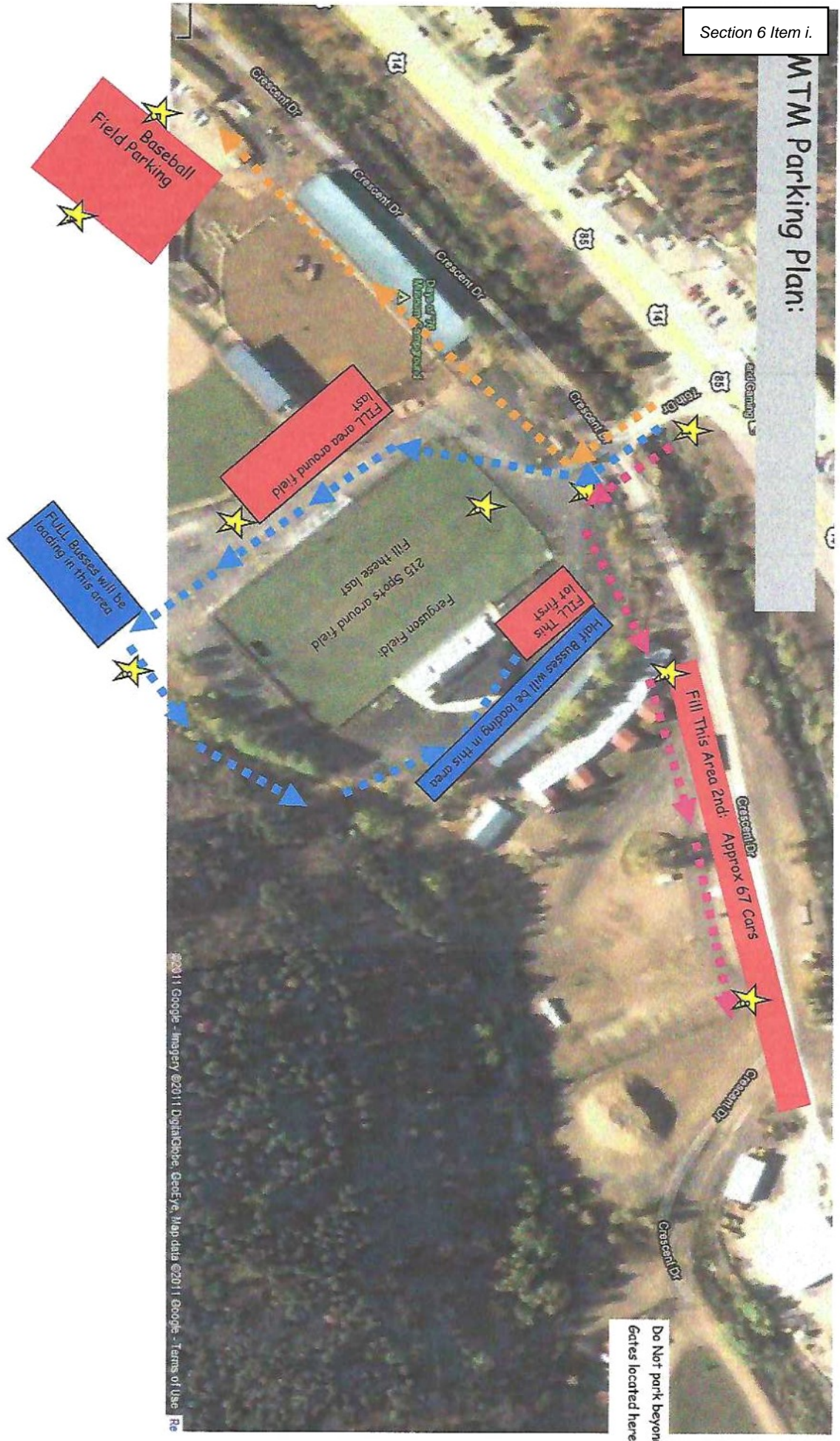
NO YES
 Will this event be promoted, advertised or marketed in any manner? If YES, please describe:
Social Media, Print Marketing, website

NO YES
 Will there be any live media coverage during your event? If YES, please explain:
local stations typically cover the event

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Emily Schulz PHONE: 605-390-6137

Adopted October 7, 2024

MTM Parking Plan:



★ Volunteers

Orange dashed arrow: Cars that are DROPPING OFF only should turn Right and exit

Pink dashed arrow: First Directions to give to park cars

Blue dashed arrow: 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

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Insurance Mgmt Group
Agent's Name: RRCA/ Margaret Meyers
Business Phone: () _____ Policy Number: _____ Policy Type: _____
Address: _____
(city) (state) (zip code)

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

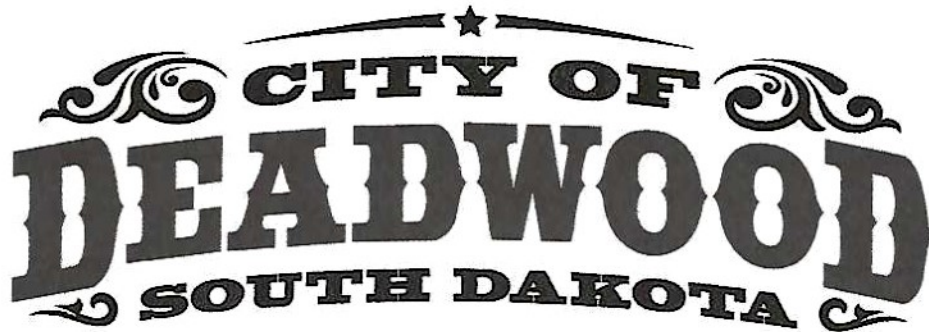
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Emily Schulz Title: ~~YTHZTH~~ Race Director
Emily Schulz Date: 1/17/25
(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail Marathon

Date: May 31 & June 1 2025

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 Schulz

Business/Organization: WEM Inc

Mailing Address: 2458 Lindsey Drive

City, State Zip: Rapid City, SD 57702

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

Email Address: emily@runcrazyhorse.com

Dates Event Complex requested:

Set up Date(s): June 1st Hour(s): 4:30am

Event Date(s): June 1st Hour(s): 5am-3pm

Clean-up Date(s): June 1st Hour(s): 3pm

Approximate number of people who will attend: 1000

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

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

Office use Only
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: Emily Schuitz Title: Race Director
 Phone: 605-390-6137 Representing: WEM, Inc

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / 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 for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. 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): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a \$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down.....	\$200.00
20' by 30' Set up and take down.....	\$400.00
20' by 40' Set up and take down.....	\$600.00

- will find out size they usually bring

Water Usage Fee of \$50.00 per event IF USED.

Deposit and Fees must be received before application can be approved.

City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Add 'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>1250.00</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ <u>500</u>	<input checked="" type="checkbox"/>	Total Deposits \$ <u>0</u>
Tent	\$ <u>400</u>	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Event Complex Cleaning			(\$100.00 per day) \$ _____
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>2150.00</u>		

Organization: WEM Inc

Signature: *Annaly Schurz* Date: 1/17/25

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

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 ES

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 ES

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 ES

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 ES

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

Initials ES

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

- The 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.
- The 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, the 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.

- The 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 es

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 all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials es

**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 605-578-2622.

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) for 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 Schulz Title: Race Director

Signature:  Date: 1-17-25

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 runner's staying at local hotels
Hired buses will take runners to the start and then return them to their
vehicles 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 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 es

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

Participant Release and Indemnification required? YES NO

Initials es

- 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 es

- 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 es

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 es

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 es

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 es

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 es

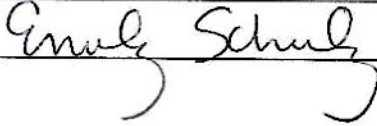
I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns,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

Initials es

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 Schulz Title: Race Director

Signature:  Date: 1-17-2025

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

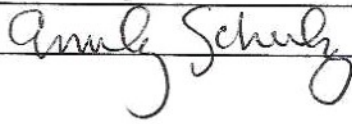
By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

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 Schulz Date of Birth: 10/29/1975

Address: 2458 Lindsey Drive
Rapid City

Signature:  Date: 1-17-2025

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.

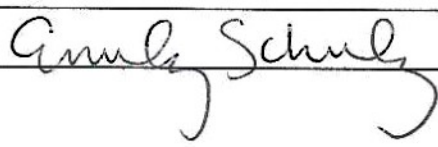
In addition to the rental agreement, the following rules are in force:

- 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.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- 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: Wem, Inc

Name: Emily Schulz Title: Race Director

Signature:  Date: 1-17-2025

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:

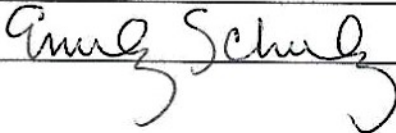
1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City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

I have read and understand these rules.

Organization: WEM, Inc

Name: Emily Schulz

Title: Race Director

Signature: 

Date: 1-17-2025

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.

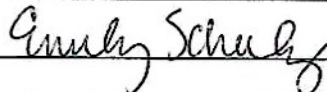
A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer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

Title: Race Director

Signature: 

Date: 1-17-2025

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 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 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 Schulz

Title: Race Director 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.

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 es

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 es

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.

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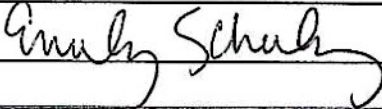
4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event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

Initials es

Organization: WEM, Inc

Name: Emily Schulz

Title: Race Director

Signature: 

Date: 1-17-2025

Event Complex Sign and Banner Policy

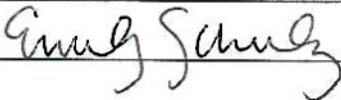
1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for 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 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 Schulz

Title: Race Director

Signature: 

Date: 1-17-2025

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 Schulz

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.

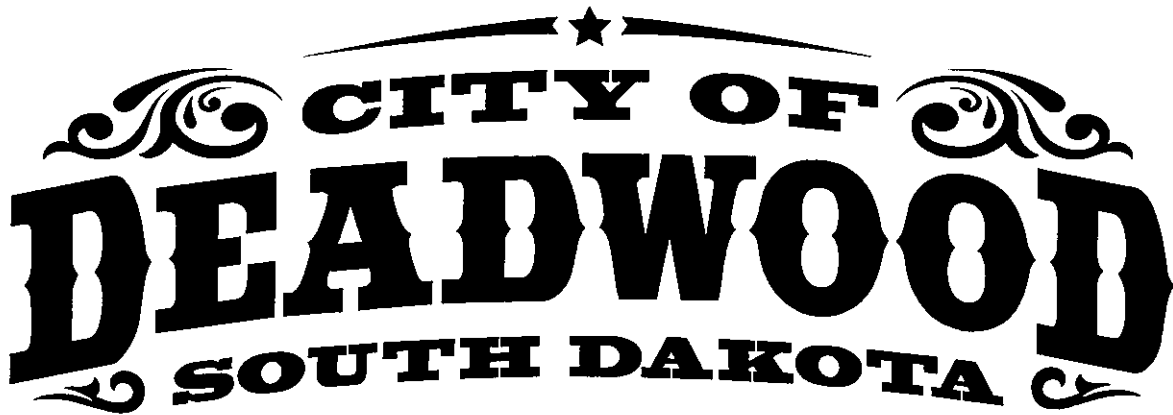
Organization: WEM, Inc

Name: Emily Schulz Title: Race Director

Signature: *Emily Schulz* Date: 1-17-2025

Daytime Phone Number: 605-390-6137

Date of your Event(s): 6/1/2025 Group/Event Name: DMTM



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

5th Summer Trek

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 October 7, 2024

EVENT INFORMATION

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

Event Title: 5th Summer Trek

Event Date(s): 6/22/25 Total Anticipated Attendance: 300
(month, day, year)

(# of Participants 300 # of Spectators 15)

Actual Event Hours: (from: 6am AM / PM (to): 5pm AM / PM

Location / Staging Area: Sherman St. Parking lot, George S. Mickelson Trail

Set up/assembly/construction _____ Start time: 6:30am AM / PM

Please describe the scope of your setup / assembly work (specific details): participants will park and take the bus to Rochford and ride their bicycles back to their vehicles in the parking lot. Snacks, drinks and well wishers will wait for participants to return at the end of the trail. There will be a banner over the trail at the end.

Dismantle Date: 6/22/25 Completion time: 5pm 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: We request the use of the Sherman street parking lot for participant parking.

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be 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 October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: State of South Dakota, Game, Fish and Parks Dept

Chief Officer of Organization (NAME): Shannon Percy

Applicant (NAME): Dana Garry-Reiprich Business Phone: (605) 584-2739

Address: 11361 Nevada Gulch Rd Lead SD 57754
(city) (state) (zip code)

Daytime phone: (605) 584-2739 Evening Phone: (605) 280-1559 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Dana Garry- Reiprich Pager/Cell #: 605-280-1559

(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): Each Participant pays a fee to participant in the 3-day event. The 5th Summer Trek registration is \$200/person.

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:

Both Events will depart the Sherman St parking lot by Harlow's bus between 7am and 9am. They will be dropped off at the Rochford Trailhead in Rochford to collect their bicycles and will ride the Mickelson Trail to the Deadwood Trailhead to their vehicle and head out. We will have busses picking up participants from 6:30am until 9am and will have volunteers at the trails end to welcome in the bicyclist before they leave the area. We request permission to place a banner over the end of the trail for pictures for participants and permission to place 2 portable toilets at the end of the trail for participant use to be placed the Friday prior to the event. We will clear the trailhead and parking area of all event items by 5pm on the respective nights.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|-------------------------------------|-------------------------------------|---|
| NO | YES | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will items or services be sold at the event? If YES, please describe: _____
_____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input checked="" type="checkbox"/> | <input 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 October 7, 2024

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: Participants will eat at Deadwood establishments

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.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	\$400.00
20' by 40' Set up and take down	\$600.00

- 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: 0 Trash Containers w/ lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: all garbage and event related debris will be hauled away by the end of the event.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Park staff will be at the site.

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city) (state) (zip code)

Security Director (Name): _____ Business phone: 605 584-2739

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: DBGR

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: DBGR

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
Banner above the end of the Trail for picture purposes

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: Shannon Percy PHONE: 605-584-3896

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: State of South Dakota

Agent's Name: _____

Business Phone: () _____ Policy Number: _____ Policy Type: _____

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

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

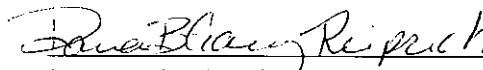
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

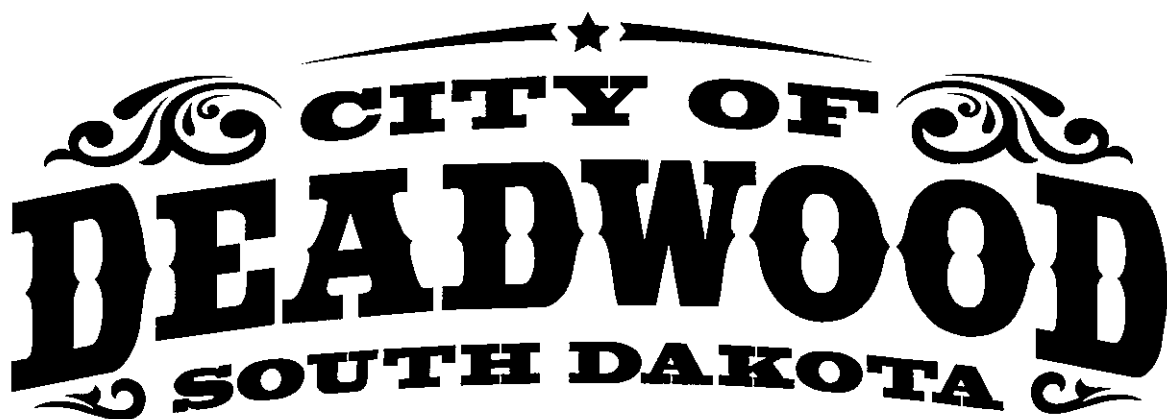
AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Dana B. Garry -Reiprich Title: Trail Manager

 _____ Date: 1/13/2025
(Signature of Applicant/Sponsoring Organization)



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

27th Annual Mickelson Trail Trek

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 October 7, 2024

EVENT INFORMATION

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

Event Title: 27th Annual Mickelson Trail Trek

Event Date(s): 9/21/2025 Total Anticipated Attendance: 665
(month, day, year)

(# of Participants 650 # of Spectators 15)

Actual Event Hours: (from: 6am AM / PM (to): 5pm AM / PM

Location / Staging Area: Sherman St. Parking lot, George S. Mickelson Trail

Set up/assembly/construction _____ Start time: 6:30am AM / PM

Please describe the scope of your setup / assembly work (specific details): participants will park and take the bus to Rochford and ride their bicycles back to their vehicles in the parking lot. Snacks, drinks and well wishers will wait for participants to return at the end of the trail. There will be a banner over the trail at the end.

Dismantle Date: 9/21/2025 Completion time: 5pm 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: We request the use of the Sherman street parking lot for participant parking.

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be 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 October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: State of South Dakota, Game, Fish and Parks Dept

Chief Officer of Organization (NAME): Shannon Percy

Applicant (NAME): Dana Garry-Reiprich Business Phone: (605) 584-2739

Address: 11361 Nevada Gulch Rd Lead SD 57754
(city) (state) (zip code)

Daytime phone: (605) 584-2739 Evening Phone: (605) 280-1559 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Dana Garry- Reiprich Pager/Cell #: 605-280-1559

(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): Each Participant pays a fee to participant in the 3-day event. The 27th Annual Mickleson Trail Trek registration is \$225/person.

**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:

Event participants will depart the Sherman St parking lot by bus between 7am and 9am. They will be dropped off at the Rochford Trailhead in Rochford to collect their bicycles and will ride the Mickelson Trail to the Deadwood Trailhead to their vehicle at conclusion of the event. We will have busses picking up participants from 6:30am until 9am and will have volunteers at the trails end to welcome in the bicyclist before they leave the area. We request permission to place a banner over the end of the trail for pictures for participants the day of and permission to place 2 portable toilets at the end of the trail for participant use to be placed the Friday prior to the event. We will clear the trailhead and parking area of all event items by 5pm, the portable toilets will be removed by the vendor.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

Adopted October 7, 2024

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: Participants will eat at Deadwood establishments

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.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	\$400.00
20' by 40' Set up and take down	\$600.00

- 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: 0 Trash Containers w / lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: all garbage and event related debris will be hauled away by the end of the event.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Park staff will be at the site.

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: 605 584-2739

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: DBGR

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: DBGR

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
Banner above the end of the Trail for picture purposes

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: Shannon Percy PHONE: 605-584-3896

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: State of South Dakota

Agent's Name: _____

Business Phone: (____) _____ Policy Number: _____ Policy Type: _____

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

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


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

AFFIDAVIT OF APPLICANT

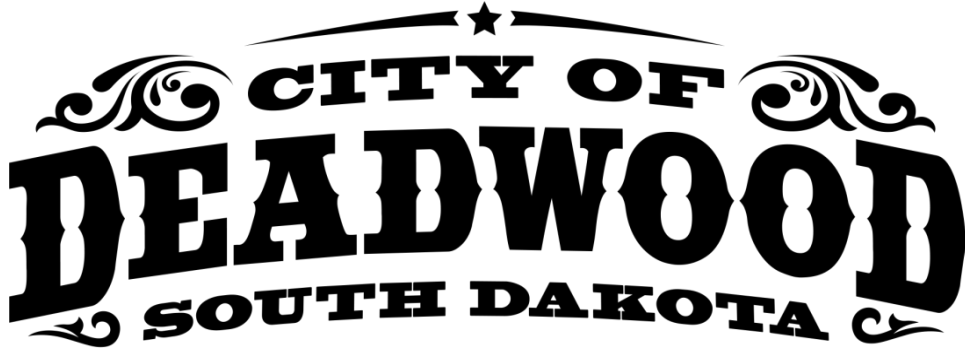
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Dana B. Garry -Reiprich Title: Trail Manager

 _____ Date: 1/13/2025
(Signature of Applicant/Sponsoring Organization)

Adopted October 7, 2024



Event Complex Rental and Use Agreement

Event: Chace Wedding

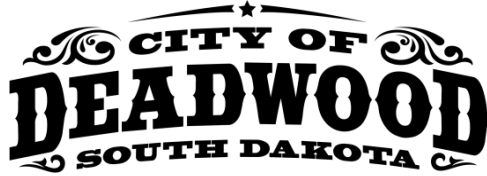
Date of Event: 10/25/25

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: Chace Wedding

Contact Information:

Name of Applicant: Robin Anderson

Business/Organization: _____

Mailing Address: 20860 Majestic Heights Road

City, State Zip: Sturgis, SD 57785

Business Phone: _____ Cell Phone: 701-650-0499

Email Address: robinanderson735@gmail.com

Dates Event Complex requested:

Set up Date(s): 10/24/25 (rehearsal) Hour(s): 2

Event Date(s): 10/25/25 Hour(s): Day

Clean-up Date(s): 10/25/25 Hour(s): _____

Approximate number of people who will attend: 250

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

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

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Chace Wedding

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: Cedar Anderson Title: Bride
 Phone: 701-650-7047 Representing: _____

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / 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 **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** 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): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a **\$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.**

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00

Water Usage Fee of \$50.00 per event IF USED.

Deposit and Fees must be received before application can be approved.

**City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.**

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ <u>300</u>	<input type="checkbox"/>	Key Deposit \$ <u>100</u>
Add'l Set-up/Tear Down	\$ <u>70</u>	<input type="checkbox"/>	Damage Deposit \$ <u>1250</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	Total Deposits \$ <u>1350</u>
Parking Lots Only	\$ _____	<input type="checkbox"/>	
Tent	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Event Complex Cleaning And Trash Removal	\$ <u>250</u>		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ 300 \$620		

Organization: _____
 Signature: RA _____ Date: 1/9/25

Chace Wedding October 25	Fees	Request to Waive	Notes
Event Complex Facilities	\$ 300.00		
Add'l Setup/Tear Down	\$ 70.00		
Baseball Fields			
Parking Lots Only			
Tent			
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
Total Fees	\$ 620.00		
Minus Request to Waive	\$ 620.00		Paid 1/28 w/deposit of \$1350.00

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 ko

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 ko

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 ko

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 ko

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

Initials ko

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

- The 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.
- The 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, the 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.

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

Initials

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning 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) for 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: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

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):

My daughter would like to have her wedding ceremony in the arena in front of the
bucking chutes. This would be the wedding only. The reception will be hosted offsite.
The total use on the wedding day should be less than two hours but will need some time for setting
up a few chairs in the arena and a free standing alter.

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 ko

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

Participant Release and Indemnification required? YES _____ NO X _____

Initials ko

- 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 ko

- 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 ko

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 ka

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 ka

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 ka

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 ka

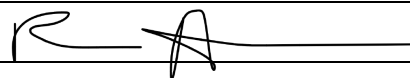
I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns,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

Initials ka

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

Organization: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

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:

N/A

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:

N/A

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.

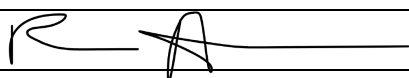
In addition to the rental agreement, the following rules are in force:

- 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.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- 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: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

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. City reserves the right to bill for additional fees if damages occur.

I have read and understand these rules.

Organization: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

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: N/A

Name: _____ Title: _____

Signature:  Date: _____

Alcohol Policy for Facility Rentals

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


The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 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: Robin Anderson

Title: _____ Signature: 

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liability 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 _____

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

Initials _____

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

Initials _____

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

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____


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 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: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

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. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

Organization: _____

Name: Robin Anderson Title: _____

Signature:  Date: 1/9/25

Daytime Phone Number: 701-650-0499

Date of your Event(s): 10/25/25 Group/Event Name: Chace Wedding

FE
REQUEST FOR BIDS TO LEASE MT. MORIAH FACILITY

The City of Deadwood is seeking a concessionaire to operate the visitors center at Mount Moriah Historic Cemetery. The City operates an informational building containing historic artifacts from the history of Deadwood. A portion of this building is available for a concessionaire to offer books, postcards, t-shirts, pop and water as a service to the visitors to the cemetery.

There are presently no restrictions on what the successful proposal may offer for sale. However, in reverence for those who have been laid to rest in the Mount Moriah Historic Cemetery, the City Commission reserves the right to restrict the offering of inappropriate materials. Inappropriate material consists of those that are vulgar or deemed by the viewing public to be in poor taste. Due to the fact the visitors' center contains historic artifacts from the history of Deadwood; the building will need to be open and staffed at all times when the cemetery is open for visitation.

The concessionaire will be responsible for security, insurance, utilities, and any repairs that were predicated by their use of the facility during the operational season. The facility will not be utilized during the off season as storage or for any other purpose unless approved by the City Commission. Any modifications to the facility must be approved by the Public Works Director prior to initiation.

The City would request the bid should be in a sealed envelope marked "BID TO LEASE MT. MORIAH FACILITY" and received no later than 2:00 p.m. on February 11, 2025, with results presented on February 18, 2025 at the City Commission meeting at 102 Sherman Street, Deadwood, SD. The successful bidder must provide proof of insurance per city requirements. The facility is available from January 1, 2025 through December 31, 2029; to be operated from May 1 through September 30 of each year. The lease will be presented to the concessionaire who demonstrates that they are responsible and provides the greatest economic benefit to the City. The template of the Lease Agreement is on file at the Finance Office for bidders' review prior to bidding. The City retains the right to reject any and all bids.

For more information or to submit a bid provide the appropriate information to:

City of Deadwood
 Attn: Randy Adler – Parks, Recreation & Events Director
 102 Sherman Street
 Deadwood, SD 57732

 Jessica McKeown, Finance Officer

Publish Black Hills Pioneer: January 9 and January 23, 2025.

For any notice that is published twice:

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

BID TAB		
11-Feb-25		
Mt. Moriah Facility		
<u>Bidder</u>	<u>Bid</u>	
PatchStop Deadwood LLC	\$ 10,000.00	
Staff Present:		
Lornie Stalder		
Justin Lux		
Randy Adler		
Misty Trehwella		

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, February 13, 2025, to complete the “**2025 Preservation Improvements to Mount Moriah Cemetery**” for the City of Deadwood. A pre-bid meeting will be held on January 30, 2025, at 1:30 PM. in City Hall, 108 Sherman Street. Bids will be publicly opened and read on February 13, 2025, at 2:00 PM. with results presented on February 18, 2025, at the City Commission meeting at City Hall, 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Tallgrass Landscape Architecture, L.L.C., 413 North 4th Street, Custer, SD or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids will be sealed and marked **2025 Preservation Improvements to Mount Moriah Cemetery**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 6th day of January, 2025.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: January 16 and January 23, 2025

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

2025 PRESERVATION IMPROVEMENTS TO MOUNT MORIAH CEMETERY - BID TABULATION

Proposer	Base Bid	Bid Bond/Check Addendum 1		ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	Total with all alternates
<i>Opinion of Cost (Rounded to nearest thousand)</i>	\$150,000.00			\$4,600.00	\$5,175.00	\$7,475.00	\$1,725.00	\$1,725.00	\$4,025.00	
Bidder: Ponderosa Builders LLC	\$77,500.00	X	X	\$1,200.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$2,000.00	\$86,300.00
Bidder: Moss Rock Landscaping, Inc.	\$79,500.00	X	X	\$2,600.00	\$1000.00	\$2,100.00	\$2,400.00	\$2,400.00	\$800.00	\$89,900.00
Bidder: SECO Construction, Inc.	\$112,800.00	X	X	\$3,100.00	\$3,600.00	\$4,000.00	\$2,400.00	\$2,500.00	\$2,800.00	\$131,200.00
Bidder: Complete Concrete, Inc.	\$109,580.00	X	X	\$2,695.00	\$1,336.00	\$3,562.00	\$3,590.00	\$2,708.00	\$1,093.00	\$124,564.00
Bidder: Fuller Construction, Inc.	\$140,790.00	X	X	\$3,750.00	\$3,240.00	\$4,960.00	\$3,240.00	\$3,240.00	\$3,390.00	\$162,610.00
Bidder:										
Bidder:										
Bidder:										

Closed 2:00PM 2/13/2025

I certify that, to the best of my knowledge, this is a true tabulation of the bids received for this project.

Tallgrass Landscape Architecture

Michael A. Bender, PLA, ASLA
Landscape Architect

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

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 18, 2025 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:

Hills Canyon Inc, Deadwood Ice Cream Company, at 673 Main Street, Lot 4 & 5 of Block 18, Deadwood, Lawrence County, South Dakota.

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 3rd day of February, 2025.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – February 6, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
MARDI GRAS EVENT
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on February 18, 2025 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:

Saturday, March 1, 2025: Main Street closure from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends.

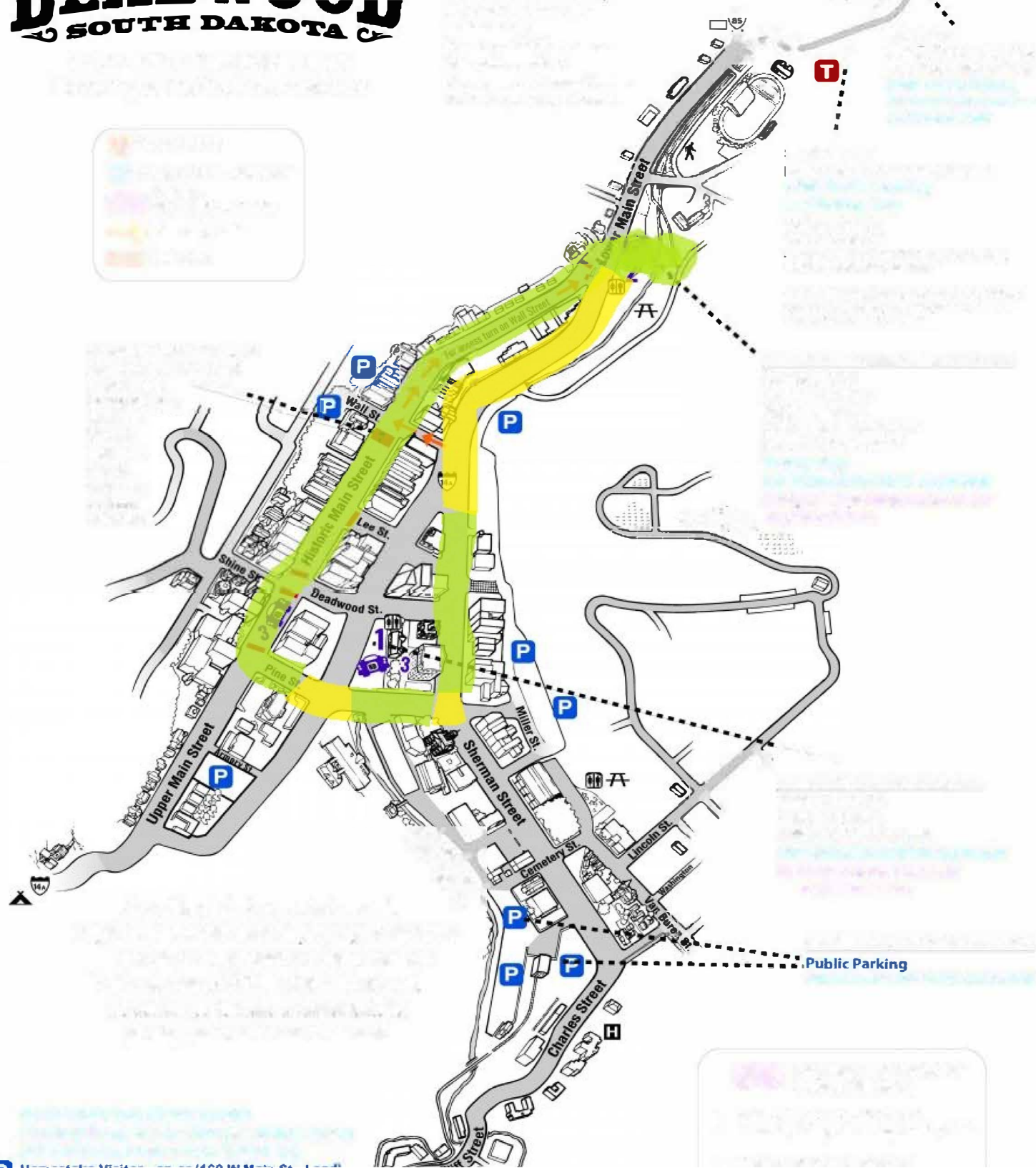
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, February 6, 2025

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



**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 18, 2025, 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 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 13, August 20 and August 27, 2025.

Street Closure:

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

May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 13, August 20 and August 27, 2025.

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.

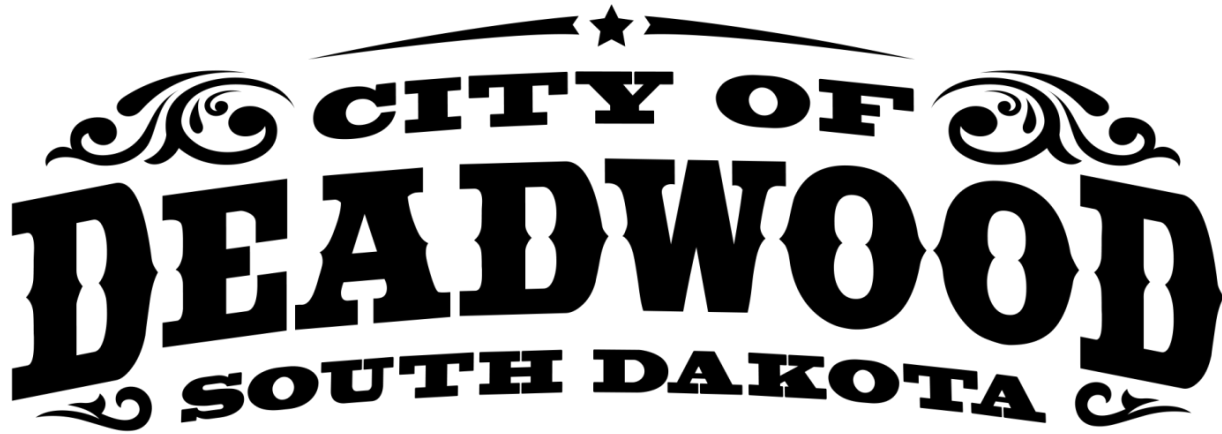
Dated this 3rd day of February, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: February 6, 2025.

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

2025 Wednesday Night Summer Concert Series

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: Wednesday Night Summer Concert Series

Event Date(s): May, June, July, August Total Anticipated Attendance: Varies
(month, day, year)

(# of Participants Varies # of Spectators _____)

Actual Event Hours: (from: showtime 6:30 pm AM / PM (to): 8:30 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Day of show Start time: 2:30 pm AM / PM

Please describe the scope of your setup / assembly work (specific details):
Powerhouse Sound/Sound production load in sound system - Band Load in

Dismantle Date: Day of Show Completion time: 10 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street from Main Street to Pioneer way - 6 pm until 10 pm

- 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>5/28</u>	Times: <u>5pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: <u>6/4, 11, 18, 25</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: <u>7/2, 9, 16, 23, 30</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: <u>8/13, 20, 27</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

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

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

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

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

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

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

This is Outlaw Square's Annual Summer Programming Event
Wednesday Night Summer Concert Series featuring a variety of music on
Wednesday nights throughout the Summer of 2025
Dates of events are: May 28, 2025
June 4, 11, 18, 25, 2025
July 2, 9, 16, 23, 30, 2025
August 13, 20, 27, 2025
We are requesting Deadwood St. closure from Main to Pioneer Way, street
closure from 6 pm until 10 pm
Food truck(s) possible will be set up on Deadwood street starting at 6:15 until 9
Deadwood street will reopen by 10 pm after load out
We are requesting opening container for Zones 1 & 2 from 5 pm until 10 pm
Beer and Wine only and Deadwood Chamber of Commerce event cups must
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 may sell their merchandise, tshirts, hats, stickers, cd's 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. |

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: _____

Food Trucks on site serving from their approved truck or trailer

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 clean up, gather trash following show and place them in trash recepticals at city garage site

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Crowd control and internal security will be handled by Outlaw Square staff and limited private security.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA compatible

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road Belle Fourche, SD
(city) (state) (zip code)

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

NO YES

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

Outlaw Square on site light will illuminate the venue

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

Number NA Ambulance(s) – How provided? _____

Number NA Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

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 night

Type of Music: variety

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 6:30 pm AM / PM – Finish Time: 8:30 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 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: _____
Production company lighting will be used at times

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Business Phone: (____)_____ Policy Number: _____ Policy Type: Com liability

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

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

_____ Date: 1/20/25

(Signature of Applicant/Sponsoring Organization)

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on February 18, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Sunday, June 1, 2025: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 from 1:00 p.m. to 6:00 p.m.

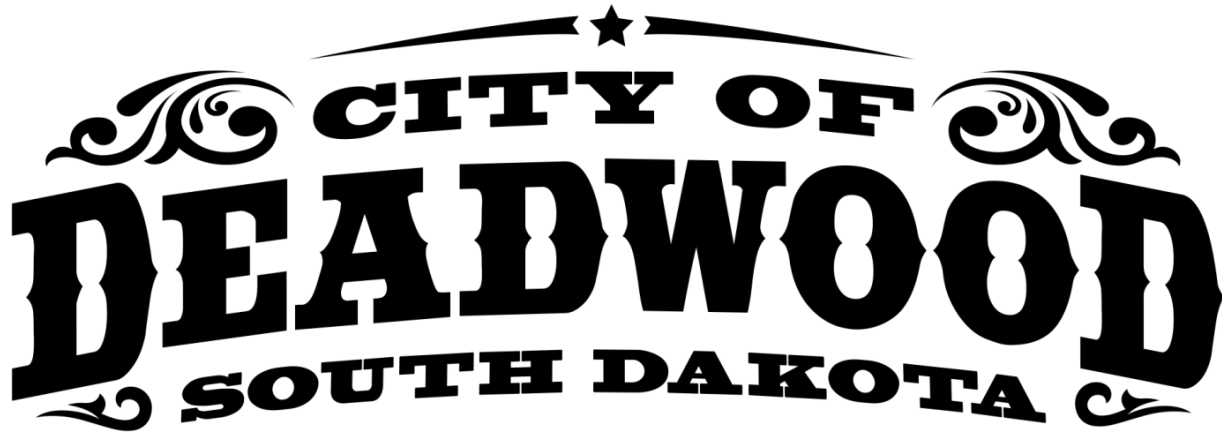
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of February, 2025.

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

Publish: B.H. Pioneer: February 6, 2025

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



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

Mickleson Trail Post Race Party June 1, 2025

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Mickleson Trail Post Race Party June 1, 2025

Event Date(s): June 1, 2025 Total Anticipated Attendance: 300
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction June 1 Start time: 12 pm AM / PM

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

Dismantle Date: June 1 Completion time: 7 pm AM / PM

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

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

OPEN CONTAINER

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

Date: June 1, 2025 Times: 1 pm - 6 pm Zone: 4 only

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

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

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

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

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

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

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

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

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

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

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

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

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

Event will be from 2 to 5 pm with band performing

Shade tents will be place throughout the Square.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

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

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

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

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

 Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: Badlands Security

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

Security Director (Name): Fritz Carlson Business phone: 605-210-1710

NO YES

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

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: variety

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

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

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

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

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

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

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

AFFIDAVIT OF APPLICANT

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

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

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

 (Signature of Applicant/Sponsoring Organization) Date: _____

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 18, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday, June 28, 2025 from 5:00 p.m. to 10:00 p.m.

Sunday, June 29, 2025 from noon to 10:00 p.m.

Exception to User Fees Ordinance – Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Friday, June 27 through Monday, June 30, 2025. Surcharge will be applied.

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

Dated this 3rd day of February, 2025.

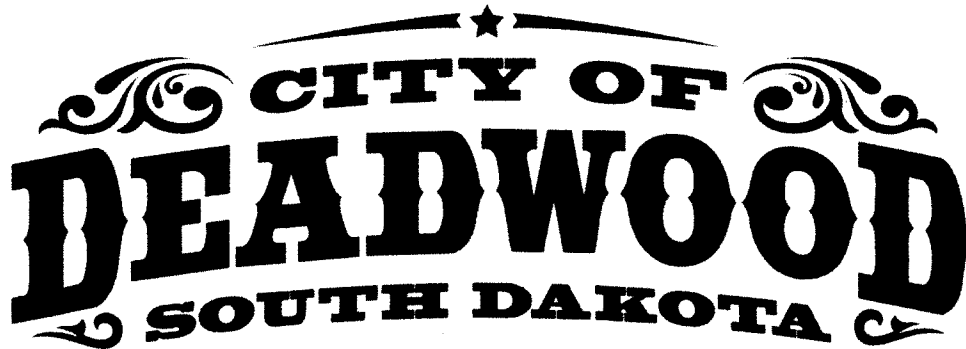
CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: February 6, 2025.

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Monsters of Destruction

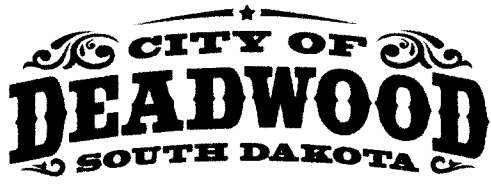
Date of Event: June 28+29, 2025

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: Monsters of Destruction

Contact Information:

Name of Applicant: Andy Miller

Business/Organization: 2100 Inc.

Mailing Address: 16427 Clarkes Hill Way

City, State Zip: Nestfield, IN 46074

Business Phone: 317 450 0772 Cell Phone: same

Email Address: andy@events-inc.com

Dates Event Complex requested:

Set up Date(s): June 27 Hour(s): 9A-6P

Event Date(s): June 28 + 29 Hour(s): 8A-10P / 8A-7P

Clean-up Date(s): June 30 Hour(s): 8A-12P

Approximate number of people who will attend: 3000

**likely won't need clean up day*

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
- Ferguson Field Restrooms
- Arena and Corral Areas
- Venue Seating
- Parking Lots
- Pyrotechnics
- Open Container

Office use Only
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: M.O.D.

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: Andy Miller Title: Owner
 Phone: 319 450 0772 Representing: M.O.D.

Name: Lee Collins Title: Owner
 Phone: 253 740 4235 Representing: M.O.D.

Name: Mike Moore Title: Owner
 Phone: 317 716 2684 Representing: M.O.D.

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	\$400 / 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 for each ticket sold or pay the facility use fee. **Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** 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): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a **\$250.00 non-refundable administrative fee.** There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of **\$125.00 per day for each location applies.**

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00

Deposit and Fees must be received before application can be approved.

**City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.**

Fees	Request to Waive	Refundable Deposits
Event Complex Facilities \$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ <u>100</u>
Add'l Set-up/Tear Down \$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>2500</u>
Baseball Fields \$ _____	<input type="checkbox"/>	
Parking Lots Only \$ _____	<input checked="" type="checkbox"/>	Total Deposits \$ <u>2600</u>
Tent \$ _____	<input type="checkbox"/>	
Event Complex Cleaning And Trash Removal \$ <u>500</u>		Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Cleaning/Ferguson/Baseball \$ <u>250</u>		
Streaming \$ _____		
Total Fees \$ <u>500</u> \$750		

\$3/ticket

Organization: 2100 Inc
 Signature: *[Signature]* Date: 11/25/24

Office Use only:

Monsters of Destruction 4/2 days	Fees	Request to Waive	Notes
Event Complex Facilities		XX	May not need clean up date
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only		XX	
Tent			
Event Complex Cleaning/Trash	\$ 500.00		
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms	\$ 250.00		
Streaming			
Total Fees	\$ 750.00		
Minus Request to Waive	\$ 750.00		Paid 12/20 w/deposit of \$2,600.00

Acknowledgement of Use Rules and Regulations

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

- The 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.
- The 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, the 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.

- The 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 AW

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 all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials AW

**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) for 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: 2100 Inc
Name: Andy Miller Title: Owner
Signature: [Signature] Date: 11/25/24

Event Sponsor – Release and Indemnification Agreement

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

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

monster truck, tough truck + sxs performance

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:

weather

Initials AV

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

Participant Release and Indemnification required? YES X NO _____

Initials AV

- 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 AV

- 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 AV

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 Av

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 Av

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 Av

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 Av

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 Av

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: Z100 Inc
Name: Andy Miller Title: owner
Signature: Av Date: 11/25/24

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:

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

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

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

Name: _____ 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.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- 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: 2100 Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 11/25/24

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: 2100 Inc

Name: Andy Miller Title: owner

Signature: AM Date: 11/25/24

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: 2100 Inc
 Name: Andy Mc'la Title: owner
 Signature: AM Date: 11/25/24

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 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 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: Z100 Inc Name: Andy Miller
 Title: owner Signature: AM
 Dates/Times Alcohol will be served: 530P-9P / 12P-330P
 Business name who will be serving: Cadillac Jacks

Liability Insurance

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

Name of Insurance Company: KTK
Agent's Name: Dona Dinius Policy Type: Event
Phone: 260 454 5551 Policy No.: _____
Address: 1712 Magnavox Way Ft. Wayne, IN 46804

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 AM

- 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 AM

- 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 AM

- 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 AM

Organization: 2100 Inc

Name: Andy Miller Title: owner

Signature: AM Date: 11/25/24

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is 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: 2100 Inc

Name: Andy Miller Title: owner

Signature: AM Date: 11/25/24

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: N/A 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: 2100 Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 11/24/24

Daytime Phone Number: 317 450 0772

Date of your Event(s): June 28+29 2025 Group/Event Name: Monsters of Destruction

**NOTICE OF PUBLIC HEARING
FOR WILD BILL DAYS
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE**

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 18, 2025, 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, June 13, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, June 14, 2025: 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 Thursday, June 12 to 3:00 a.m. on Sunday, June 15, 2025.

Siever Street: Closure from 6:00 a.m. on Friday, June 13 to 1:00 a.m. on Sunday, June 15, 2025.

Special Temporary Beer and Wine License for Outlaw Square at Outlaw Square

Friday June 13, 2025 from 5:00 p.m. to 10:00 p.m.

Saturday June 14, 2025 from noon to 10:00 p.m.

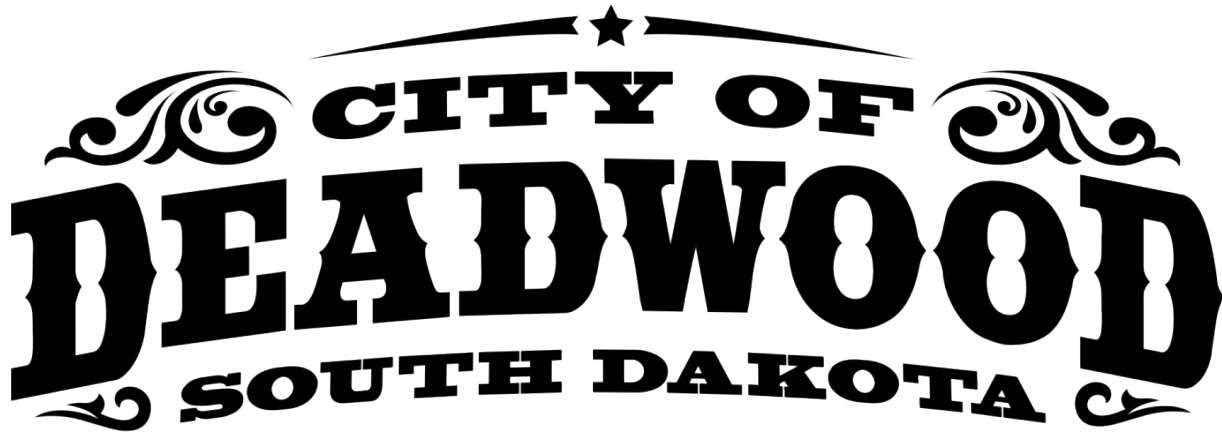
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 3rd day of February, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: February 6, 2025.

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 Concerts June 13 & 14, 2025 - Amended

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 October 7, 2024

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: Wild Bill Days Concerts June 13 & 14, 2025 - Amended

Event Date(s): June 13 & 14, 2025 Total Anticipated Attendance: 3000
(month, day, year)

(# of Participants 50 # of Spectators 2950)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction June 12, 2025 Start time: 9::00 am AM / PM

Please describe the scope of your setup / assembly work (specific details): Production Equipment Load in and set up of stage sound equipment

Dismantle Date: Begin June 14, end June 15 Completion time: 3 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 Street - June 12, 2025 9 am - reopening June 15 3 am
Siever Street - 6 am June 13 through June 14 11 pm

- 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 Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

OPEN CONTAINER

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

Date: June 13 Times: 5 pm to 10 pm Zone: 1 & 2
 Date: June 14 Times: 12 pm to 10 pm Zone: 1 & 2
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

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: 605-210-1710

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

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

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

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

NO YES

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:

Outlaw Square concerts in support of Wild Bill Days June 13 & 14
2 band performing each day, opener and headliner starting at 6 pm and ending
10 pm.

Requesting Deadwood St. Closure starting at 9 am on Thursday, June 12 for
DMM sound systems load in and set up of stage equipment - through Sunday
June 15 at 3 am. Deadwood Street will be used for band load in and spectator
seating during the concerts and for Max XXL Screen placement.

Requesting Siever St. Closure on Friday, June 13, 6 am until Sunday June 15, Midnight
for bus parking and band parking. Buses utilize shore power connection. 1 bus
each day, Friday & Saturday

Requesting open container zones 1 & 2 on Friday, June 13 from 5 pm to 10 and Saturday
June 14 from 12 pm to 10 pm.

*Outlaw Square is requesting to sell BEER on property for both June 13 & 14, security
will be set up for ID guests. Outlaw Square will use Deadwood Chamber
special events license and paid the \$100 per day license.

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>Artist merchandise will be sold at event</u> |
| <input 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: _____

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.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	\$400.00
20' by 40' Set up and take down	\$600.00

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 8 Trash Containers w / lids: _____

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 collect and dispose of trash nightly

 Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Outlaw Square will handle internal security and private security will handle crowd control

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA compatible

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

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

Security Organization: Badland Security

Security Organization Address: 11090 Snoma Road Belle Fourche, Sd
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1710

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 lighting and city street lights

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 October 7, 2024

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: 4

Type of Music: Country/blues

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: 3 pm AM / PM – Finish Time: 5 pm AM / PM

Please describe the sound equipment that will be used for your event: _____
DMM Systems will be doing sound and lighting for the event

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Through the Deadwood Chamber, radio, social media, posters

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: 605-717-6848

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub Insurances

Agent's Name: Chris Roberts

Business Phone: (605-717-6988) Policy Number: _____ Policy Type: Prop/Caus

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

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

_____ Date: 1/28/2025

(Signature of Applicant/Sponsoring Organization)

2024 BUDGET WORKSHEET
Parking Donation Allocations

Organization	2024 Allocated
Black Hills Auxiliary Post 5969	\$ 2,500.00
DARE 5th Grade	\$ 1,000.00
DARE 7th Grade	\$ 1,000.00
Deadwood Alive	\$ 1,500.00
Dwd-Lead 76ers Swim Team	\$ 1,500.00
Digger Track and Field Team	\$ 500.00
Feeding Deadwood	\$ 2,800.00
Golden Gang Easter Egg Hunt	\$ 700.00
Lead/Dwd Area Lions Club	\$ 1,000.00
Lead/Dwd Clothe-A-Kid	\$ 2,000.00
Lead/Dwd Drama Team	\$ 500.00
Lead/Deadwood Baseball Assoc	\$ 750.00
Lead/Dwd 49ers BHY Football & Cheer	\$ 750.00
Little Digger Ratz	\$ 1,000.00
Northern Hills CASA Program	\$ 1,000.00
Octavia's Promise	\$ 250.00
Santa Shop Elves	\$ 500.00
Shop with a Cop	\$ 750.00
TeamMates Lead/Deadwood	\$ 1,000.00
Twin City Animal Shelter	\$ 500.00
Twin City Clothing Center	\$ 1,200.00
Twin City Senior Center	\$ 1,000.00
TOTAL ALL NON-PROFITS	\$ 23,700.00

Donations	\$ 26,935.94
Advertising	\$ 449.41
Fees/CC Processing	\$ 2,786.53
Net Donations to Allocate	\$ 23,700.00



3266 Oak Ridge Loop E
West Fargo, ND 58078

February 15, 2025

City of Deadwood, South Dakota
ATTN: David R. Ruth, Jr.
102 Sherman St
Deadwood, SD 57732

RE: Lease with Option to Purchase Agreement No. 40005922

Dear Mr. Ruth:

Enclosed please find the following documentation for this lease:

- Lease with Option to Purchase Agreement No. 40005922
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read 'Andy Erickson'.

Andy Erickson
Vice President

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005922

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF DEADWOOD, SOUTH DAKOTA

As Lessee

Dated as of February 15, 2025

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 2/15/2025 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor (“Lessor”) whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee (“Lessee”), whose address is 102 Sherman St, Deadwood, SD 57732;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Deadwood, South Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of South Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Deadwood, South Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment.

Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.


LESSOR:
CAPFIRST EQUIPMENT FINANCE, INC.

By: _____

Title: _____

Date: 2/15/2025

LESSEE:
City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

Date: 2/15/2025

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT A
EQUIPMENT

Lessee: City of Deadwood, South Dakota
102 Sherman St
Deadwood, South Dakota 57732

Date of Lease: 2/15/2025
Lease #: 40005922

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION
1	OK8E00602	2024 CAT 926 Wheel Loader

Description of Financed Amount:

Cost of above Equipment	\$226,577.64
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$43,500.00
Down Payment	
Net Financed Amount:	\$183,077.64

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Deadwood, South Dakota
 102 Sherman St
 Deadwood, South Dakota 57732

Date of Lease: 2/15/2025
 Lease #: 40005922
 Annual Percentage Rate: 5.79%

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
2/15/2026	\$31,555.59	\$10,600.20	\$20,955.39	\$162,122.00
2/15/2027	\$31,555.59	\$9,386.88	\$22,168.71	\$139,954.00
2/15/2028	\$31,555.59	\$8,103.31	\$23,452.28	\$116,501.00
2/15/2029	\$31,555.59	\$6,745.42	\$24,810.17	\$91,691.00
2/15/2030	\$97,000.00	\$5,308.91	\$91,691.09	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated February 15, 2025 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 2/15/2026 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of South Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.


5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.


Dated: February 15, 2025

City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005922


BE IT RESOLVED by the governing body of the City of Deadwood, South Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40005922 dated as of 2/15/2025 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."


Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

INSURANCE COVERAGE REQUIREMENT


Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT: _____

ADDRESS: _____

PHONE #: _____ CONTACT PERSON: _____



Named Insured / Lessee: City of Deadwood, South Dakota

Lease with Option to Purchase Agreement No.: 40005922

Coverage:
All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

Coverage:
General Liability

Certificate Holders:
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078


The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.


CERTIFICATE OF INCUMBENCY

**LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005922
DATED AS OF 2/15/2025**

I, Jessica McKeown, do hereby certify that I am the duly elected or appointed and acting Finance Officer of the City of Deadwood, South Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>David R. Ruth, Jr.</u>	<u>Mayor</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 2/15/2025.

Signature 

Jessica McKeown / Finance Officer

Print Name / Title

(SEAL)

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 46-6000091
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer		3b Telephone number of other person shown on 3a (605) 578-2600
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 2/15/2025
8 Name of issue Lease Purchase Agreement 40005922		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Lease Purchase Agreement 40005922	18	183,077.64
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/15/2030	\$ 183,077.64	\$ N/A	5 years	5.79 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	183,077.64
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
c	Enter the name of the GIC provider ▶ N/A _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
c	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
d	Enter the name of the issuer of the master pool bond ▶ N/A _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	<input type="checkbox"/>	
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>	
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ N/A _____		
c	Type of hedge ▶ N/A _____		
d	Term of hedge ▶ N/A _____		
42	If the issuer has superintegrated the hedge, check box	<input type="checkbox"/>	
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	<input type="checkbox"/>	
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	<input type="checkbox"/>	
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ N/A		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date ▶ David Ruth Jr. / Mayor
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

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1 Issuer's name City of Deadwood, South Dakota	2 Issuer's employer identification number (EIN) 46-6000091	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer	3b Telephone number of other person shown on 3a (605) 578-2600	
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 2/15/2025
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10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Lease Purchase Agreement 40005922	18	183,077.64
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/15/2030	\$ 183,077.64	\$ N/A	5 years	5.79 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	183,077.64
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
c	Enter the name of the GIC provider ▶ N/A _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
c	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
d	Enter the name of the issuer of the master pool bond ▶ N/A _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ N/A _____		
c	Type of hedge ▶ N/A _____		
d	Term of hedge ▶ N/A _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ N/A		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	▶ David Ruth Jr. / Mayor Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

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 13, 2025
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning and Zoning Administrator
Re: Provide Design Services for Senior Center

Staff is in the process of planning the next stage of the proposed senior center building. This phase will be to provide design services for this project. We have received an A-E Design Proposal from Chamberlin Architects, PC for design, bidding and construction phase services for a total of \$129,163.00.

Staff is recommending hiring Chamberlin Architects, PC for the proposed senior center in the amount of \$129,163.00 to be paid out of Capital Assets line item.

The Historic Preservation Commission reviewed this request at their February 12, 2025 meeting and recommend approval.

Recommended Motion:

Move to hire Chamberlin Architects, PC for the proposed senior center project in the amount of \$129,163.00 to be paid out of Capital Assets line item.

Kevin Kuchenbecker
 City of Deadwood
 108 Sherman Street
 Deadwood, South Dakota 57732



RE: Twin City Senior Center – A-E Design Proposal

January 31, 2025

Dear Kevin,

We are pleased to provide this proposal to provide Design Services for the new Twin City Senior Center located at the Marble Works building on Sherman Street in Deadwood. This proposal is for the completion of design, bidding and construction phase services based on the preliminary planning work we completed in 2024.

The project consists of demolition of the existing addition, and the remodel and new addition to the existing building. The overall area of the building will be approximately 3000 sf. The existing portion of the building consists of approximately 1400 sf and the new addition will consist of approximately 1600 sf. The Senior Center will include an Activity/Dining area, IT space, Storage space, Meeting/Private dining space, Office, Restrooms, Warming Kitchen, Utility Room and Vestibule. See attached Exhibit 'A' for floor plan. The original single-story building will be structurally repaired to address the foundation settlement at the southeast corner of the building. Sitework includes regrading and paving on the alley side of the building to accommodate an accessible entrance. The concrete driveway will be removed, re-graded and reconstructed to accommodate a recreational patio and adequate drainage. The existing Sherman Street approach will be removed and replaced with sidewalk and curb/gutter. We anticipate new utilities from the street to the building to serve a fire sprinkler system, sewer and site drainage. An architectural fence will be installed to create security and privacy for the patio.

The historic character of the building will be protected to the greatest extent possible. However, the entry doors on Sherman Street will need to be reconfigured to meet exiting requirements.

EXCLUSIONS AND CLARIFICATIONS OF SERVICES

- Geotechnical Services is not included. This will be required but will be hired directly by the owner.
- Surveying is not included, but will be required before we start work.
- Furniture selection is not included.
- Kitchen equipment design is not included. Owner is responsible for providing all equipment information required by the design team for coordination of power and plumbing connections. Our design will accommodate a "residential-style" kitchen. It will not accommodate a commercial kitchen with commercial exhaust hood or 3-compartment sink.
- Landscape Architecture is not included.
- Design changes driven by the contractor or owner for value engineering purposes are not included.
- Changes to the City parking lot are not included.
- SEE ATTACHED CONSULTANT PROPOSALS FOR SCOPE AND EXCLUSIONS.

This proposal includes Structural Engineering (Albertson Engineering), Mechanical/Electrical/Plumbing Engineering (Skyline Engineering) and Civil Engineering (Bice, Young and Associates). Their proposals are attached to this proposal and define their scopes of work and exclusions.

COMPENSATION

For Design, Bidding and Construction Phase Services, we propose a fixed fee of \$129,163, broken down as follows:

PHASE	ARCHITECT	CIVIL ENG.	MEP ENG.	STRUCT. ENG	TOTAL
Schematic Design	\$10,260.00	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 14,060.00
Design Development	\$16,000.00	\$ 7,600.00	\$ 7,875.00	\$ 0.00	\$ 31,475.00
Construction Docs	\$20,000.00	\$ 4,725.00	\$15,750.00	\$ 9,970.00	\$ 50,445.00
Bidding/Construction	\$18,468.00	\$ 4,050.00	\$ 7,875.00	\$ 2,790.00	\$ 33,183.00
TOTALS:	\$64,728.00	\$20,175.00	\$31,500.00	\$12,760.00	<u>\$129,163.00</u>

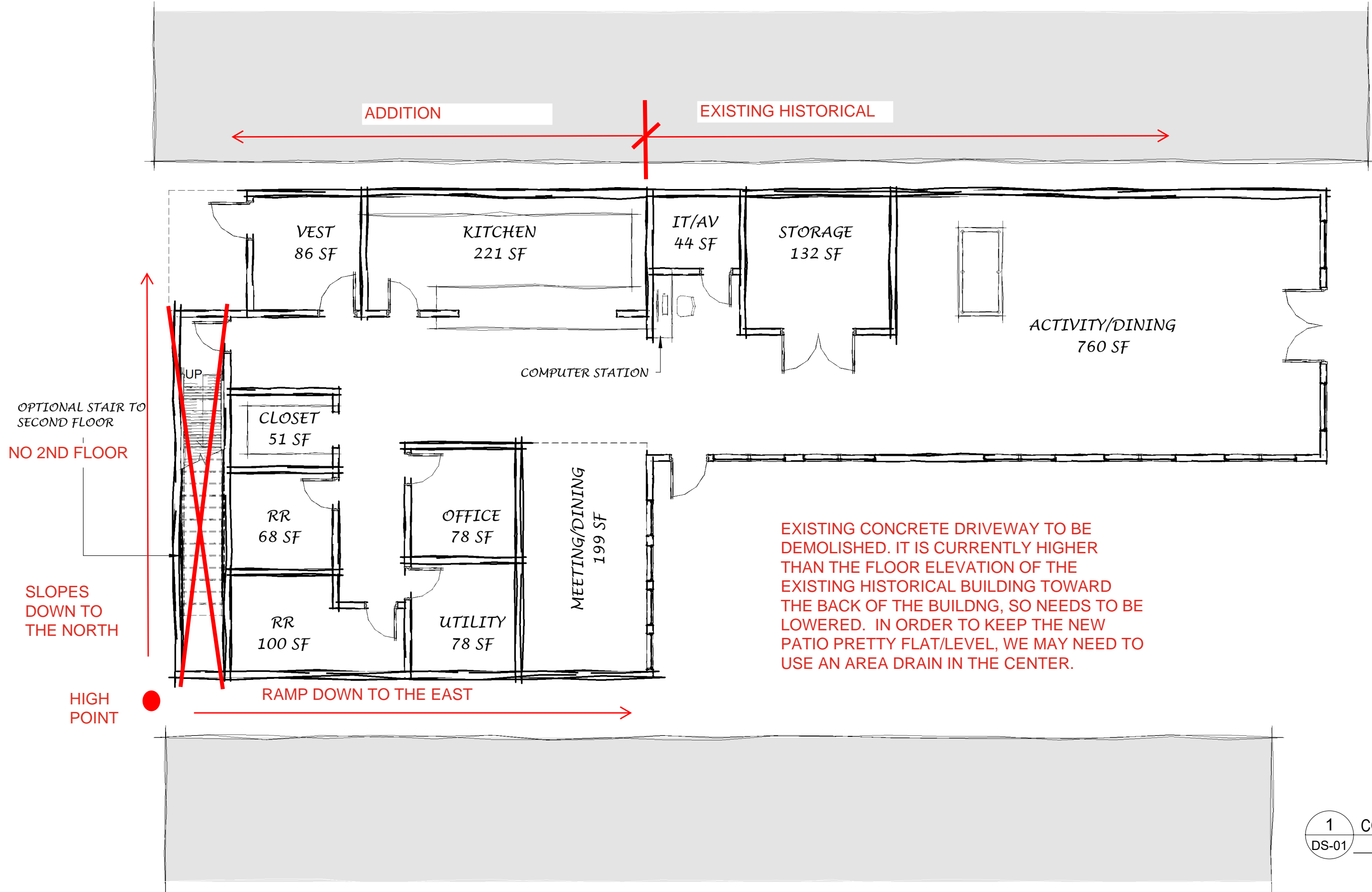
Reimbursable expenses shall be billed at cost, which include mileage for travel and printing expenses, if required.

Thank you for allowing us to present this proposal. This proposal is good for a period of up to 60 days from the date of the proposal. If you find it acceptable, we will prepare either a B101 or B105 AIA Agreement for signature.

Sincerely,



Bradley P. Burns, AIA
Vice President
Chamberlin Architects, PC



OPTIONAL STAIR TO SECOND FLOOR
NO 2ND FLOOR

SLOPES DOWN TO THE NORTH

HIGH POINT

RAMP DOWN TO THE EAST

EXISTING CONCRETE DRIVEWAY TO BE DEMOLISHED. IT IS CURRENTLY HIGHER THAN THE FLOOR ELEVATION OF THE EXISTING HISTORICAL BUILDING TOWARD THE BACK OF THE BUILDING, SO NEEDS TO BE LOWERED. IN ORDER TO KEEP THE NEW PATIO PRETTY FLAT/LEVEL, WE MAY NEED TO USE AN AREA DRAIN IN THE CENTER.

1 CONCEPT PLAN
DS-01 0' 4' 8'

Bice, Young & Associates, LLC Proposal for Deadwood Senior Center

- Schematic Drawings Phase
 - Initial Site Visit
 - Site Layout
 - Preliminary Site Grading Design
 - Water & Sanitary Service Line Location
 - Storm Sewer Tie-In Location with Elevations to Determine Feasibility
 - Video Conference or In-Person Design Meeting in Rapid City or Deadwood
 - Schematic Drawings Phase Fixed Fee: \$3,800
- Design Drawings Phase
 - Updated Site Layout
 - Water & Sanitary Service Design
 - Storm Sewer Design
 - Site Grading Design
 - Opinion of Probable Cost
 - Includes Itemized Quantities
 - Based on Past Bid Letting Information from State and City Projects
 - Floodplain Development Permit Application Information
 - Description of the extent to which any watercourse will be altered or relocated by the proposed development
 - Overlay of the proposed project on a FIRM
 - Report of information regarding expected height, velocity, duration, rate of rise, and sediment transport of the floodwaters.
 - We assume that the flood modeling information for the CLOMR referenced in the February 14, 2024 notification will be made available.
 - Video Conference or In-Person Design Meeting in Rapid City or Deadwood
 - Design Drawings Phase Fixed Fee: \$7,600
- Construction Documents Phase
 - Revisions to Design Drawings
 - Erosion & Sediment Control Plans
 - SDDANR NOI Not Required Due to Project Size
 - Erosion & Sediment Control Plans to Meet Deadwood Ordinance Requirements
 - Traffic Control Plans
 - Shoulder and/or Lane Closures are Anticipated for Storm Sewer and Utility Tie-Ins and Approach Removal

- SDDOT Permit Applications for Utilities, Storm Sewer, and Approach Removal
 - Construction Documents Phase Fixed Fee: \$4,725
- Bidding & Construction Phase:
 - Bidding Q&A and Addenda
 - Shop Drawing & Submittal Review
 - Two Construction Site Observations
 - One Substantial Completion Site Observation
 - Excludes Machine Controlled Grading Files
 - Machine Controlled Grading Isn't Anticipated for This Project Due to Space Constraints and Proximity to Adjacent Buildings Blocking GPS Signals.
 - Bidding & Construction Phase Fixed Fee: \$4,050
- Fee Summary:
 - **Total Fee: \$20,175**
 - Schematic Drawings Phase Fixed Fee: \$3,800
 - Design Drawings Phase Fixed Fee: \$7,600
 - Construction Documents Phase Fixed Fee: \$4,725
 - Bidding & Construction Phase Fixed Fee: \$4,050
- Schedule:
 - We are prepared to work with Chamberlin Architects to meet the requirements of the project. We anticipate the following durations of work:
 - Schematic Drawings Phase: 1 Week
 - Design Drawings Phase: 2 Weeks
 - Construction Drawings Phase: 1 Week
 - Bidding & Construction Phase: As Required.
- Information Provided by Owner
 - Topographical Survey
 - Flood Elevation Certificate
 - Floodplain Modeling Data from current CLOMR
- Deliverables:
 - PDF Drawings on Sheet Size directed by Chamberlin Architects
 - CADD Files Generated for Project May Be Provided to Chamberlin Architects and Project Owner upon Request
 - .dwg Format
 - Design Will be Completed with Autodesk Civil3D
 - Additional File Formats Available as Needed

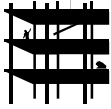
- Project Overlay on FIRM Will Be Created with Either Civil3D or GIS. Shapefiles Will Be Available.
- Flood Modeling Will Be Completed with HEC-RAS. The Model Files Will Be Provided in Appropriate Formats.
- Contracting:
 - We Prefer the Use of the Applicable Standard Forms from Either AIA or EJCDC, at Chamberlin Architect's Preference. If Bice, Young & Associates, LLC Provides the Contract Form, it will be EJCDC Standard Subcontracting Form.

Thank you for the opportunity to provide a proposal for this project. We look forward to working with you.

Kyle Young, PE, PMP

President

Bice, Young & Associates, LLC



Albertson Engineering Inc.

605-343-9606

www.albertsonengineering.com

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

315 N. Main Ave., Suite 200
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A
Winner, SD 57580

5908 Yellowstone Rd.
Cheyenne, WY 82009

Date: January 29, 2025

Brad Burns
Chamberlin Architects
725 St. Joseph Street, Suite B1
Rapid City, SD 57701

RE: Proposal for Structural Engineering Services
Twin Cities Senior Center
Deadwood, SD
Albertson Engineering Project #2025-034

Dear Brad,

We appreciate the opportunity to present this proposal for structural engineering services for the Twin Cities Senior Center Repairs project in Deadwood, SD. Below is our understanding of the project:

PROJECT DESCRIPTION

The existing wood framed building consists of both one- and two-story areas. The one-story area with an approximate footprint of 1,300 SF is the original building and is scheduled to remain. The previous addition areas are slated to be demolished and replaced with a new one-story addition with an approximate area of 1,500 SF.

The new building addition structural systems are anticipated to be the following:

- The foundation system will likely consist of perimeter frost walls atop concrete spread footings.
- The wall framing will be 2x stud wall construction supporting pre-engineered wood trusses.
- No outdoor arbors or covered patios are anticipated at this time.
- Geotechnical report to be provided prior to start of design.
- Fast track design is not anticipated and not included in the proposal fee. We anticipate that all disciplines will have full sets of documents released simultaneously. If an early package is requested, we can provide a proposal for the additional services.

For the existing building area, some repairs are anticipated, which will likely include:

- Review and strengthening of the hand-framed roof trusses.
- A portion of the south wall has visibly settled. The wall framing will need to be deconstructed and a new foundation installed within this building area. Some temporary shoring for the roof framing will be required.

SCOPE OF SERVICES

Our proposal is based on providing the following services:

- Typical structural engineering design services related to the production of construction documents and specifications. The structural documents will be included within a multi-discipline set of construction documents.
- Assistance during bidding.
- Construction administration (CA) services related to portions designed. CA to include coordination and assistance during construction review of shop drawings and two (2) construction observation visits made during the construction period. Additional visits will be billed at our current hourly rates.

ENGINEERING CHARGES

Compensation for our services is proposed to be:

A lump sum fee of twelve thousand, seven hundred and sixty dollars (\$ 12,760) *PLUS* all applicable taxes. Reimbursable expenses are included within the lump sum fee. Listed below is a fee breakdown.

1. Construction Documents	\$9,970
2. Construction Admin.	\$2,790
Total	\$12,760

Additional Services shall be negotiated as a lump sum at the time of request or charged at the Structural Engineer's (SE) then current standard hourly rates. The SE'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

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

NEXT STEPS

We appreciate the opportunity to present this proposal, and we look forward to working with you on this project. Be assured we will do all we can to make this project a success. Please call if you have any questions or if we can be of additional assistance. Upon your written or verbal consent, we will prepare a contract for your review and acceptance or review your company's contract. This proposal is valid for 60 days.

Sincerely,

Albertson Engineering Inc.



Stephen Kilber, PE
Associate Principal
stephen@albertsonengineering.com





**PROFESSIONAL SERVICES PROPOSAL
FOR AIA B101 AGREEMENT or
(OWNER/ARCH AGREEMENT)
January 27, 2025**

ARTICLE 1 Parties to the Proposal

- 1.1 This Proposal from Skyline Engineering, LLC. (hereinafter “Skyline”) to Chamberlin Architects (hereinafter “Client”), is for the services as described herein, on the following project: Deadwood Senior Center (Hereinafter “Project”).

ARTICLE 2 Use of Document

- 2.1 This document summarizes Skyline’s understanding of the project and required services anticipated, as described herein, on the following project. It is understood the client will utilize the enclosed language as the basis for Mechanical and Electrical design services as extension of the project’s prime design contract via insertion into/or attachment to the AIA B101 2017 or other Standard Form of Agreement between the Architect and Owner to serve as the Prime Contract. This document shall not become executable unless attached thereto and the Owner/Architect’s agreement is signed by both parties.

ARTICLE 3 Project Description (Supplement to the Prime Contract Project Description)

- 3.1 Project consists of remodel and new addition to an existing 100 year old historic building located in Deadwood South Dakota that will become the Deadwood Senior Center. The overall area of the building will be approximately 3000 sf. The existing portion of the building consists of approximately 1400 sf and the new addition will consist of approximately 1600 sf. The Senior Center will include and Activity/Dining area, IT space, Storage space, Meeting/Private Dining space, Office, Restrooms, Warming Kitchen, Utility Room and Vestibule.
- 3.2 This proposal is based on a Type A Occupancy building.
- 3.3 The remodeled spaces will include the Activity/Dining area, IT space and Storage space. The new addition will support all other spaces as mentioned above. This proposal assumes that the existing portion of the building will be a complete renovation of the interior with all existing MEP equipment and associated appurtenances being removed.
- 3.4 Mechanical systems will include new porcelain floor mount or wall hung flush valve fixtures with sensor type actuation. Lavatories will be loose wall hung type or integral to the countertop. A small dual element electric or high-efficiency gas water heater water heater is anticipated. A mop service basin will be provided for routine maintenance and housekeeping. HVAC will consist of gas-fired furnaces with remote air-cooled condensing units or heat pumps. An Energy Recovery Ventilator (ERV) will provide ventilation to the spaces via the furnaces. Electric heat will be used in perimeter spaces for supplemental heat. The IT/AV room will be served by a split-system heat pump with low ambient control.
- 3.5 It is our understanding the Kitchen will be that of warming type with the possibility of a range/oven in use and will not include commercial kitchen equipment. As such, no commercial type-I hood requirements are anticipated.

- 3.6** Domestic water, fire sprinkler, natural gas and electrical services are anticipated to enter the utility room. It is recommended that the existing condition of the sanitary sewer be verified.
- 3.7** Fire suppression design is anticipated for this project. Skyline will provide fire suppression design consisting zoning plans and performance specification following the latest NFPA guidelines and city ordinances.
- 3.8** It is anticipated the existing water, gas, and electric utility meters will be adjusted due to the demolition of the old addition. Design associated with splitting of utility meters for multiple tenants is excluded from this proposal.
- 3.9** MEP demolition plans will be included as part of design of this project.
- 3.10** Lighting design primarily consists of LED flat panels with occupancy-based controls. Downlights may be considered for accent lighting where appropriate. Exterior lighting will consist of full cutoff, building mounted LED fixtures only. Site or parking lot lighting is excluded from this proposal.
- 3.11** This proposal anticipates a new overhead electrical service, preliminarily sized at 400 amperes at 120/240V 1Ø. Backup or emergency power is excluded from this proposal.
- 3.12** Systems design includes Data/Telephone infrastructure and connectivity, a new Fire Alarm system, and rough-in's for security (Access Control/CCTV).
- 3.13** The project delivery method is understood to be Design-Bid-Build. A value engineering effort is or is not anticipated.
- 3.14** The proposal excludes any design associated with a commercial kitchen, commercial kitchen hood, and/or makeup air system.
- 3.15** Our proposal offers design and specifications with our knowledge of the current markets. However, in unprecedented times of material shortages and inflation, we cannot anticipate post-bid material/system substitutions that may become required due to material shortages, costs due to inflation, or long lead times for material delivery. As such, this proposal also excludes design revisions or product substitutions that may become required to support this project's budget or schedule.
- 3.16** The proposal excludes any design associated with a commercial kitchen or kitchen hood, data centers or closets per NFPA 58, smoke control, etc.
- 3.17** Our proposal offers design and specifications with our knowledge of the current markets. However, in unprecedented times of material shortages and inflation, we cannot anticipate post-bid material or system substitutions that may become required due to material shortages, costs due to inflation, or long lead times for material delivery. As such, this proposal also excludes design revisions or product substitutions that may become required to support this project's budget or schedule.
- 3.18** This proposal also excludes mechanical and electrical designs for site utilities beyond 5 ft from the building, including but not limited to, domestic water service, sanitary sewer, stormwater, natural gas, communications and primary power.
- 3.19** This proposal is an offer of services during the design period identified for the fee proposed herein. Unless this proposal is executed within 60 days of the offer, fees may be adjusted and delivery of the documents may be delayed.

ARTICLE 4 Project Basic Services (Description of understood services as inserted into Prime Contract Articles defining the Architects Responsibilities & scope of Architectural Basis Services)

4.1 Skyline shall provide and prepare schematic documents, design development documents, construction documents including drawings and systems specifications for the Project. In particular, Skyline shall undertake the following services for the Project.

4.2 MECHANICAL BASIC SERVICES

4.2.1 Specifications

1. Divisions 21, 22, and 23, derived from and in the format of CSI 2004, and/or on plans as most appropriate.

4.2.2 HVAC

1. Air conditioning and heating load calculation.
2. Basic analysis and recommendation for HVAC system selection.
3. Equipment schedules indicating physical characteristics, capacities, electrical capacities and manufacturer used as the basis for the design.
4. HVAC ductwork and piping distribution.
5. HVAC equipment room plans.
6. Major equipment manufacturer's data sheets and identification of locations.
7. Identification of mechanical openings and sleeves.
8. Piping diagrams for major central systems, if required for design clarification.
9. Fire and smoke dampers in partitions and fire walls, based on the fire and smoke separations indicated on the architectural drawings as required.
10. Locations of thermostats and room control devices.
11. Identification of ceiling HVAC elements such as grilles and diffusers for incorporation into ceiling plan layouts.
12. Identification of HVAC equipment space requirements.
13. Door grilles and louvers for air transfer

4.2.3 Plumbing

1. Connection to water supply, 5'-0" beyond the building.
2. Water distribution inside the building to all plumbing fixtures and equipment.
3. Domestic hot water distribution to plumbing fixtures.
4. Domestic hot water recirculation system
5. Water heater selection.
6. Plumbing fixtures selection.
7. Sanitary collection system within the building.
8. Connection to sanitary sewer, 5'-0" outside the building.
9. Building rainwater collection system within the building.
10. Connection to building rainwater collection system to 5'-0" outside the building.
11. Isometric diagrams, if required by Code, or if required for design clarification.

4.2.4 Fire Protection

1. Fire sprinkler design criteria, including hazard classifications and zoning.
2. Identify location, size, and connection requirements for fire standpipes if required.
3. Suggested locations of fire sprinkler heads and pipe routing, as required for design team coordination.

4.2.5 Special Systems

1. Natural gas distribution inside the building and isometric, if required.
2. Air conditioning condensate collection piping system.

4.2.6 Design coordination Support

1. Production and issue of one (1) set of mechanical drawings for each of design phases of the Project consisting of Design Development, Owner Review, and Construction Documents.
2. Production and issue of one (1) set of mechanical specifications on plan or book format for each of design phases of the Project consisting of Owner Review, and Construction Documents.
3. Coordination meetings consisting of up to 2 local meetings during the design phase of the Project.

4.2.7 Construction Support

1. Review contractor's shop drawings consisting of a maximum of two reviews per submittal.
2. Attend pre-bid and pre-construction meetings as required.
3. Provide construction observations consisting of up to 2 trips during the construction phase of the Project, including a final observation and punch list of the completed construction.

4.3 ELECTRICAL BASIC SERVICES

4.3.1 Specifications

1. Standard CSI 2004 Divisions 26, 27, and 28 and/or on plans as most appropriate.

4.3.2 Electrical Service Provisions

1. Coordination with local utility to establish service requirements.
2. Electrical system voltage selection study.
3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
4. Service transient voltage surge suppression.

4.3.3 Electrical Distribution System

1. Electrical distribution system equipment selection.
2. Electrical distribution system riser diagram, panelboard schedules, and load analysis.
3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
4. Receptacle layout.
5. Motor and other equipment connections.

4.3.4 Lighting System

1. Light fixtures selection and specification.
2. Interior and building mounted exterior lighting layout.
3. Egress and exit lighting based on egress routes defined by architect.
4. Lighting controls inclusive of occupancy sensors and timeclocks

4.3.5 Emergency Power

1. Unitary battery units within select light fixtures.

4.3.6 Special Systems

1. Fire Alarm System layout and specification.
2. Data/Telephone riser and horizontal LAN wiring and connectivity, layout and specification.
3. Backboxes, raceways, and rough-ins for security systems based on pre-selected vendor equipment, layout and specification per program defined by the architect or the owner:
 - a. Card Access
 - b. Closed Circuit Television (CCTV)

4.3.7 Design Coordination Support

1. Production and issue of one (1) set of electrical drawings for each of design phases of the Project consisting of Design Development, Owner Review, and Construction Documents.
2. Production and issue of one (1) set of electrical specifications on plan or book format for each of design phases of the Project consisting of Owner Review, and Construction Documents.
3. Coordination meetings consisting of up to 2 local meetings during the design phase of the Project.

4.3.8 Construction Support

1. Review contractor's shop drawings consisting of a maximum of two reviews per submittal.
2. Attend pre-bid and pre-construction meetings as required.
3. Provide construction observations consisting of up to 2 trips during the construction phase of the Project, including a final observation and punch list of the completed construction.

4.3.9 Any work or services not identified in this Article 4, shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 5.

ARTICLE 5 Optional Additional Services (Services specifically not proposed and to be included and inserted under article the AIA B101 contract or Prime Agreement's Supplemental Services)

5.1 Skyline shall only perform the items identified in Article 4 regarding Project Basic Services. The following constitutes Optional Additional Services which Skyline offers to Client:

1. Design of site utilities or site structures beyond 5ft from the building. This proposal specifically excludes mechanical and electrical designs for site utilities beyond 5 ft from the building, including but not limited to, domestic water service, sanitary sewer, stormwater, natural gas, communications, and primary power.
2. Life cycle cost, Return on Investment (ROI), and similar financial analyses or reports.
3. Preparation of schematic design phase or detailed (quantities based) construction cost estimates.
4. Multiple design solutions for construction alternates (additive or deductive).

5. Preliminary sizing, scheduling, and details for fire pump. Final sizing by fire protection contractor based on final system requirements.
6. Calculations or reporting thereof to demonstrate compliance with applicable energy codes.
7. Obtaining certification or recognition of the project's sustainable or energy efficient features (i.e. LEED, Green Globes, and similar.)
8. Design, documentation, calculations, or development of documentation to pursue tax credits or deductions. Unless directed otherwise by the Client at the beginning of the project, systems and equipment selections will pursue energy efficiency balanced with available construction budget, but not necessarily be designed to achieve any specific tax credits or deductions.
9. Domestic water booster pump selection.
10. Analysis to provide utility estimates or develop documentation to pursue rebates or loans.
11. Determination of accessibility requirements (e.g. Americans with Disabilities Act.)
12. Project delivery using Building Information Modeling (BIM) or other three-dimensional models of mechanical or electrical systems unless identified in this proposal.
13. Project delivery whereby computer files (AutoCAD, Revit, etc.) are transferred to the contractors for construction. This excludes image (pdf, jpg, tif, and similar) files used to transmit non-printed versions of the drawings and specifications.
14. Design of commercial kitchen or laundry spaces or equipment including space planning, selections of the equipment or connections thereof.
15. Design of HVAC, plumbing, and/or electrical connections to equipment (including but not limited to laundry, kitchen, and/or process equipment) in absence of specific and detailed connection requirements provided to Skyline by others.
16. Design task or investigation to define groundwater drainage (foundation drain, drain tile, etc.), other than pumping based on parameters identified by others.
17. Design associated with specialized water treatment or distribution systems
18. Site lighting for walkways and parking lots via poles and exterior building-mounted lighting.
19. Emergency or backup generator systems, including transfer switches, paralleling switchgear, and similar items, layout and specifications.
20. Backup uninterruptible power system (UPS), including control unit with without bypasses, and battery cabinet, layout and specification.
21. Power coordination studies or analysis of arc flash exposure for definition of Personal Protective Equipment (PPE) requirements.
22. Power systems analysis to define arc flash/associated labeling.
23. Special lighting design, including custom fixture design and low-voltage solutions.
24. Design of specialized lighting control systems, such as low-voltage or building management based systems.
25. Design of special electrical distribution systems, such as under-floor wiring, raised floors, or flexible wiring systems.
26. Wireless Atomic Clock system layout and specification.
27. Sound system layout and specification.
28. Detailed fire sprinkler design, including pipe size and lengths and head layouts, which are normally configured in the shop drawing process by the installing contractor.
29. Design associated with a fire pump. Precise/final selection of fire pumps. Construction documents will contain only preliminary selections; final selections must be based on actual installed conditions not known to Skyline at the time of design.
30. Designs to modify or connect to existing HVAC controls or Building Automation System, systems.
31. Preparation of record drawings in CAD formats (AutoCAD, Revit, or similar), with or without contractor's markups.

32. Preparation of “conformance” drawings in CAD formats (AutoCAD, Revit, or similar) and/or specifications in WORD or similar formats to reflect addendum or other construction changes.
33. Formal or informal commissioning building mechanical and/or electrical systems, including startup and/or testing.
34. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
35. Design of Owner or Architect initiated changes to the project during construction, or significant changes to the project scope during the design phase.
36. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
37. Design services for, or modifications to, any existing buildings and/or systems beyond that identified herein.
38. Services not listed as Basic Services.

ARTICLE 6 Hourly Rates for Additional Services (Rates to be included and inserted under Article 11 of an AIA B101 contract or Prime Contract’s Compensation Article)

- 6.1 The following hourly rates, effective through December 31, 2025, shall be used as the basis for compensation for any Optional Additional Services, or any agreed upon hourly work performed by Skyline:

Principal	\$190
Senior Engineer (PE)	\$170
Project Manager	\$150
Project Engineer (PE)	\$150
Project Engineer (EIT)	\$140
Project Designer	\$130
CAD/BIM Technician	\$105
Clerical/Intern	\$ 85

- 6.2 In addition to the hourly rates outlined in Article 6, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 7.

ARTICLE 7 Compensation For Basic Services (Proposed compensation to be inserted under Article 11 of an AIA B101 contract or Prime Contract’s Compensation Article)

- 7.1 A lump sum of \$31,500.00 inclusive of Reimbursable Expenses. This lump sum fee is based upon the Project Description herein. Should the scope of the Project change and the actual mechanical/electrical design requirements deviate from that proposed, it is understood the design fee will be adjusted as mutually agreeable and commensurate with the change.
- 7.2 Alternate services to design site utilities, including but not limited to, natural gas, storm sewer, domestic/fire sprinkler service, sanitary sewer utility pathways vaults, etc for Communications and/or Primary Power. Hourly at the rates as established herein, plus Reimbursable Expenses.
- 7.3 Alternate services to provide “conformance” drawings and/or specifications. Hourly at the rates as established herein, plus Reimbursable Expenses.
- 7.4 In addition to the above, Client is responsible for all applicable taxes.
- 7.5 **Reimbursable Expenses**

As used in this Agreement, Reimbursable Expenses include the following:

- 7.5.1 All expenses for travel, meals, and lodging associated with the Project billed at cost, except Skyline and personal vehicle mileage, billed at IRS-approved reimbursement rate.
- 7.5.2 Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:
 - Plotting on Bond _____ \$0.40/square foot
 - Plotting on Mylar or Vellum _____ Not Offered
 - Black and white Photocopies _____ \$0.30/sheet
 - Color photocopies _____ \$0.50/sheet
- 7.5.3 Outside reproduction services, billed at cost.
- 7.5.4 Courier services and postage, billed at cost.
- 7.5.5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.
- 7.5.6 Any Sub-Consultant utilized by Skyline will be billed at cost.
- 7.5.7 All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 8 Payments to Skyline

8.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline’s statement of services. We will invoice you monthly for services performed during the previous month, with the maximum compensation not to exceed the following standard industry phase percentages at the completion of each phase of the project.

<u>Project Phase</u>	<u>Phase % Due</u>	<u>Total Contract % Due</u>
Design Development	25	25
Contract Documents	50	75
Bidding	5	80
Construction	20	100

- 8.2 No deductions shall be made from Skyline’s compensation on account of penalty, liquidated damages, or other sums withheld from payments to contactors, or on account of the cost of changes in the work other than those which Skyline has been adjudged to be liable.
- 8.3 Client shall disclose to Skyline, prior to execution of this proposal, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline’s compensation.
- 8.4 Skyline shall have the right to stop work if any payment shall not be timely made in full according to the terms and conditions of this Agreement. Skyline has the right to suspend work, or terminate this Agreement if their statements are not paid pursuant to the terms and conditions herein. If the statements are not paid within thirty (30) days after they become due, Skyline further reserves the option to void this agreement, sue for damages, and pursue any other legal or equitable claim. Skyline is under no duty to continue work without timely payments according to the terms and conditions herein.
- 8.5 In the event of Client’s failure to timely compensate Skyline and Skyline chooses to terminate this

Agreement or suspend its services, then Skyline shall have no liability to Client for any delay or damage.

- 8.6** Skyline is under no duty to provide any services, documents, plans, specification, or any other work until Skyline is paid in full for its statement of services. Skyline specifically reserves the right to withhold any and all work and/or work product until paid according to this Agreement.
- 8.7** Amounts unpaid thirty (30) days after the invoice date shall bear interest at a rate of 1.0% per month.
- 8.8** This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Skyline shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

ARTICLE 9 Insurance and Limitation of Liability

- 9.1 Waivers of Subrogation.** Client and Skyline waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Project Owner as fiduciary. The Client shall require of the consultants, general contractor, separate contractors, owner(s), and all subcontractors, by appropriate agreements, similar written waivers of subrogation in favor of Skyline and of other parties enumerated in this Article 7.1.
- 9.2 Limitation of Skyline's Liability.** Client agrees that Skyline's total liability to Client for any and all injury, claims, losses, expenses, damages, or claims expense, attorney fees shall not exceed \$150,000.00. Such claims include, but are not limited to negligent acts, errors or omissions, strict liability, breach of contract or breach of implied or express warranty. Further, each party waives any subrogation right it may have on behalf of its insurer against each other. At the time the parties entered into this contract, damages in the event of a breach are incapable or very difficult of accurate estimation. The parties hereto have undertaken reasonable efforts to fix fair compensation. The amount stipulated bears a reasonable relation to probable damages and is not disproportionate to any damages reasonably to be anticipated.
- 9.3 Professional Liability Insurance.** As further consideration for Client's limitation of claims against Skyline to the amount of Skyline's insurance coverage, Skyline shall keep in force for the term of this Project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the amount of \$1,000,000 per claim and aggregate.

ARTICLE 10 Miscellaneous Contract Provisions

- 10.1 Concealed or Unknown Conditions.** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of Skyline's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.
- 10.2 Hazardous or Toxic Materials.** Client acknowledges and agrees that Skyline's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event

Skyline or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of Skyline's services, Skyline may, at their option, and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

- 10.3** Ownership of Documents. All design documents prepared by Skyline pursuant to this document are instruments of service in respect to the Project. This includes files, correspondence, calculations, and drawings. All documents will remain the property of Skyline until this Agreement is complete and payment has been rendered in full or until the Agreement is terminated as provided herein. Transferred documents are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Client agrees to Indemnify and hold Skyline harmless, including reasonable attorney fees from any re-use.
- 10.4** Electronic Documents. Client shall have sixty (60) calendar days to ascertain the completeness of the electronic file delivered by Skyline Engineering in AutoCAD or other electronic format, after which period it will be deemed as complete and having been accepted as delivered. It is also agreed that a hard copy of the documents will be delivered, and in the event of conflicts or discrepancies between the two files, the hardcopy will prevail. Skyline Engineering's title block must and will be removed from electronic files transferred to the Client. Because data stored electronically can deteriorate, Skyline shall not be responsible to maintain the electronic media and makes no representation that the electronic data/drawings will be available following 60 days after acceptance of the documents.
- 10.5** Severability. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions, and the provision which is held invalid is hereby severed from the remaining terms and conditions so the remaining provisions are in full force and effect.
- 10.6** Reuse of Documents and Designs. Electronic files prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the Project. They are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Any reuse without written verification or adaptation by Skyline Engineering for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to Skyline Engineering, and the Client shall indemnify and hold harmless Skyline Engineering from all claims, damages, losses and expenses, including attorney fees and defense costs, arising out of or resulting therefrom. Any such verification or adaptation will entitle Skyline to further compensation at rates in effect at the time.
- 10.7** Project Escalation. It is acknowledged that both parties agree the stated design fees are based upon the estimated Project value stated in the Project description above. Should the scope of the Project change and the actual construction cost exceed the stated values, Skyline shall be entitled to proportionate fee increases.
- 10.8** Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Skyline Engineering under this agreement will be the care and skill ordinarily used by members of Skyline's profession practicing under similar circumstances at the same time and in the same locality. Skyline makes no warranties, express or implied, under this agreement or otherwise, in connection with Skyline's services.
- 10.9** Contractual Relationships. Skyline's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between

Skyline and any third party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action or claim in favor of a third party against Skyline. Skyline relies solely and exclusively on the Client to provide complete, accurate, and timely information of the Owner’s design criteria. Skyline assumes no responsibility for the accuracy of “Opinions of probable cost.” Skyline shall not have authority or responsibility of any contractor’s means, methods, techniques, sequences, or procedures of construction for safety precautions and programs incident to the contractor’s work. Skyline’s scope shall not include serving as an “authority having jurisdiction” as defined by model codes nor shall we perform associated code-compliance interpretation.

10.10 Construction Site Sign. If the construction contract requires the contractor to pay for and erect a construction site sign that includes the Client’s name and/or corporate identifier, the Client shall include similar placement of Skyline Engineering’s name and/or corporate identifier on the sign in the construction site sign requirements in the construction contract. The size and placement of Skyline Engineering’s name and/or corporate identifier shall be similar to that of the Client, adjusted as acceptable to Skyline Engineering. If Client chooses to pay for and erect a construction site sign that includes the Client’s name and/or corporate identifier, Skyline Engineering shall have the option of including its name and/or corporate identifier on the sign in a similar fashion. If this option is exercised, Skyline Engineering will proportionately share the costs of the sign and its erection with client. If Skyline is not engaged in a composite design/construction team sign, Skyline may pursue installation of an independent Skyline sign on the construction site fence or similar site location.

ARTICLE 11 ACCEPTANCE/EXECUTION

SKYLINE ENGINEERING, LLC

CHAMBERLIN ARCHITECTS

By: _____

By: _____

Its: _____

Its: _____

DATE _____

DATE _____



2451 Taggart Road
Rapid City, SD 57701
Phone: (605) 716-3440

Customer Info

Deadwood Police Department

100 Sherman Street
Deadwood, South Dakota 57732
605-578-1095

Estimate

DATE

2/10/2025

ESTIMATE NO.

V1107EST1-021025

Project/ Job #

21 Ford Police Interceptor Utility Patrol Upfit

Terms

Valid for 30 Days

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Whelen Inner Edge FST DUO WeCanX Red/White & Blue/White with Amber End Warn	1	\$1,540.00	\$1,540.00
2	Whelen Inner Edge RST DUO WeCanX Red/Amber & Blue/Amber	1	\$1,460.40	\$1,460.40
3	Whelen Cencom Core with 21 Button Controller	1	\$1,400.80	\$1,400.80
4	Whelen 16 Output Remote Expansion Module	1	\$228.00	\$228.00
5	Whelen OBDII CANport Cable for 21+ Ford Police Interceptor Utility (Included with Core)	1		
6	Whelen SA315P Siren Speaker & Ford PIU Behind Grille Bracket (Included with Core)	1		
7	Whelen V-Series Mirror Lights Red - Driver & Blue - Passenger	2	\$247.20	\$494.40
8	Whelen Micron Stud Mount - Red/White	1	\$134.40	\$134.40
9	Whelen Micron Stud Mount - Blue/White	1	\$134.40	\$134.40
10	Whelen T-Series ION TRIO Red/Blue/White	2	\$176.80	\$353.60
11	Whelen Vertex Super-LED DUO Red/White	2	\$120.00	\$240.00
12	Whelen Vertex Super-LED DUO Blue/White	2	\$120.00	\$240.00
13	Whelen V-Series Mirror Brackets for 21+ Ford Police Interceptor Utility (Pair)	1	\$28.00	\$28.00
14	Setina #6VS Single Prisoner Transport Coated Poly Partition for Stock Seat	1	\$1,053.15	\$1,053.15
15	Setina #12VS Coated Poly Rear Partition	1	\$551.65	\$551.65
16	Setina Double T-Rail (1) Uni XL & (1) Small Lock with Handcuff Key Override	1	\$441.15	\$441.15
17	Setina SPT Firearm Transfer Kit	1	\$75.65	\$75.65
18	Setina Cargo Storage System with Radio Electronics Tray	1	\$1,790.40	\$1,790.40
19	Havis VSX Console with Laptop Package & PJ8 Mount, Motion, Cup Holder, Arm Rest	1	\$1,375.20	\$1,375.20
20	Havis Equipment Plates for Kenwood VM5730, Whelen CCTL7 Controller	1		
21	Havis Docking Station for Panasonic TB33 with Standard Port Rep & Lind Power Supply	1	\$1,205.60	\$1,205.60
22	Havis ChargeGuard	1	\$85.70	\$85.70
23	Brother PocketJet 823 with 12V Car Adapter	1	\$545.00	\$545.00
24	TigerTough Tactical Seat Covers for 21+ Ford PIU w/ Deadwood PD Embroidery	1	\$362.00	\$362.00
25	Kenwood Mobile Radio Antenna Kit	1	\$112.00	\$112.00
26	Power Distribution Package	1	\$625.00	\$625.00
27	Design, Installation and Programming	62	\$120.00	\$7,440.00
28				
29				
30				

Notes: Includes installation of all advised agency supplied equipment; Kenwood VM5730 Mobile Radio, Axon Fleet 3 In-Car Video System and Kustom Signals Eagle 3 Radar System.

SUBTOTAL \$21,916.50

SALES TAX

SUB TOTAL

SHIPPING/HANDLING \$820.00

ESTIMATE TOTAL \$22,736.50

Thank you for choosing SonTech Vehicle Technologies