



# CITY OF RAPID CITY

300 SIXTH STREET  
RAPID CITY, SOUTH DAKOTA 57701

LF041206-08

## PARKS AND RECREATION DEPARTMENT

Jerry W. Cole,  
Director  
(605) 394-5225

Jeri Lynn  
Administrative  
Assistant  
(605) 394-5225

Lon VanDeusen,  
Parks & Cemetery  
Manager  
(605) 394-5307

Doug Lowe,  
Recreation Manager  
(605) 394-6161

James (JJ) Walraven  
Golf Superintendent  
(605) 394-4199

Duncan Olney  
Aquatic Manager  
(605) 394-5223

Parks and Recreation Memo

Date: March 23, 2006

To: Rapid City Council

From: Duncan Olney, Aquatic Division Manager

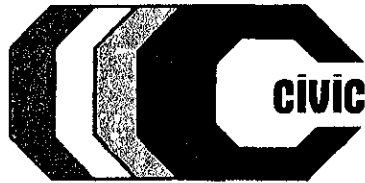
Subject: Approve a contract to use the city's band shell for the Rapid City Triathlon and have the Mayor and Finance Officer sign.

**Purpose:** Have the Council approve the usage contract for the band shell

**Information:** On June 25, 2006, the Park and Recreation and the YMCA will co-host a Triathlon. The race will start at Horace Mann Pool, then the will bike out and back Haines Ave and then finish with a run down to the bike path and to finish at the band shell. After the Race, we will hold a small awards ceremony and picnic for all the participants. To insure that no one else is scheduling the use of the band shell we need to sign a contract with the civic center. Due it is inter-city use there is no charge. All contracts must have Council approval and then be signed by the Mayor and Finance Officer.

**Recommendation:** Approve the contract and have the Mayor and Finance Officer sign the contract.

**rushmore plaza**



**civic center**

444 Mt. Rushmore Rd., North, Rapid City, South Dakota 57701-1197 • 605/394-4115

February 20, 2006

Mr. Duncan Olney  
City Recreation Dept.  
125 Waterloo  
Rapid City, SD 57701

Dear Duncan:

Enclosed is Contract Number 6755 between the Rushmore Plaza Civic Center and Rapid City Recreation Department.

Special services and equipment such as security, audio/visual, garbage disposal, stagehand fees, catering, telephone charges, etc. will be invoiced following the event.

Please sign both copies of the contract and return them to the Rushmore Plaza Civic Center. A fully executed copy of the contract will be sent to you for your files.

Should your event cancel, refunding of any monies held must be requested at least one month prior to the event. No refund will be made if this time period is shorter than one month.

Thank you for utilizing the facilities at the Rushmore Plaza Civic Center. I look forward to working with you. If you have any questions, please contact me at (605) 394-4115.

Sincerely,

  
Brian Maliske  
General Manager



LEASE NUMBER: 6755

**SPACE LEASE AGREEMENT**

Agreement made February 20, 2006, between the Rushmore Plaza Civic Center, an agency of the City of Rapid City, South Dakota (Lessor) and Rapid City Recreation Department (Lessee), for the use of that portion of the Lessor's premises described below:

**Rapid City Triathlon**  
Bandshell – June 25, 2006 - 1 Event Day @ \$100.00/day = \$100.00  
**TOTAL RENT = \$100.00 (FEE WAIVED)**

Lessee is entitled to use and occupy the above premises from 8 a.m. on the above date(s), until 11:59 p.m. on the above date(s).

In consideration for the use of the above described space, Lessee agrees to pay Lessor the sum of \$100.00. (Fee Waived)

Tables, chairs & set-up are included in the rental fee.

A room diagram along with setup specifications must be given to the Rushmore Plaza Civic Center a minimum of 14 days prior to an event. If a room setup change occurs within 36 hours of the actual event, a charge of 15% of the total room rent will occur. All room setup specifications will be subject to Rapid City Fire Department approval.

You must notify the Rushmore Plaza Civic Center within 45 days before the start of your event to release any of the above contracted rental space. Any rental space released with less than this 45-day notice and is not subsequently rented will be billed in full to the contracted Lessee.

If banquet or reception functions are requested for this event, then the Food and Beverage Addendum must be signed, and hereby constitutes an integral and inseparable portion of this contract.

Special services and equipment: stagehand fees, event staff and security personnel, parking security, ticket takers, ushers, firemen, police, EMT's, special equipment, special lighting, special electrical requirements, garbage-disposal, spotlights, staging, carpet, telephone service, booth service, food and beverage service, and other special equipment and services, as applicable, which are not included in this space lease agreement - shall be invoiced following the event or paid by lessee in settlement. All accounts over thirty days past due will be charged 1 1/2% interest per month/18% APR.

All provisions printed on the back hereof are a part of this agreement.

Lessee: **Rapid City Recreation Department**

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

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

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

Lessor: \_\_\_\_\_

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

Brian Maliske  
General Manager