



City Commission Regular Meeting Agenda

Monday, May 04, 2026 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 April 20, 2026 City Commission Minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for May 4, 2026.

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring Monday, May 4 as Hudson Hall Day in the City of Deadwood.

6. **Consent Agenda**

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

a. Permission to hire Greg Kahl as full-time Custodian at \$21.00 (D11) per hour effective May 7, 2026.

b. Permission to hire Chase Ladner as full-time Parks Technician at \$19.00 per hour (D9 rank) effective May 11, 2026 pending pre-employment screening.

[c.](#) Permission to approve revised job description for Deputy Finance Officer I.

d. Permission to remove Zachary Cox from police payroll effective April 27, 2026.

e. Permission to move Maeve Campbell from part-time lifeguard to seasonal lifeguard at same rate of pay effective May 26, 2026.

f. Permission to advertise in-house and outside sources for two seasonal Lifeguards at \$17.00 per hour.

[g.](#) Permission to update part-time wage scale effective May 1, 2026 to expand on categories of seasonal parks positions.

- h. Permission to hire Landen Mattson as seasonal Parks Tech at \$18.00 per hour, Ryan Silvernail as seasonal Parks at \$17.50 per hour and Logan Nelson as seasonal Parks at \$17.00 per hour effective May 11, 2026 pending pre-employment screening.
- i. Permission to sign engagement letters with Ketel Thorstenson, LLP for 2025 annual report and auditing services. (To be paid by Finance Professional Services.)
- j. Acknowledge Stephanie Miller Davis Foundation Charitable Fund of the SD Community Grant Foundation in the amount of \$8,899.00 to the Deadwood Library. (\$1,000 for summer reading program and remaining for improvements to children's spaces.)
- k. Permission to allow Mike Klamm, Jeremy Van Tassel, Sarah Van Tassel and John Beck to travel in city vehicle on June 11-13, 2026 to Watertown for SD Fire School. (Cost not to exceed \$580.00 and paid by Fire travel line item.)
- l. Permission for Deadwood Firefighters Sarah Van Tassel and Jeremy Van Tassel to use Truck 4 to travel to Nemo for EMR Class on May 7, 12, and 14.
- m. Resolution 2026-15 Declare Surplus Property.
- n. Renew 2026-2027 Malt Beverage Licenses, pending payment of property tax and BID taxes.
- o. Permission to allow Mayor to sign lease agreement with Deadwood Gulch Lodge, LLC for overflow parking from May 15, 2026 to October 15, 2026 on the Slag Pile. (Lease of \$30,000.00 to be paid by P & T Professional Services with funds reimbursed by BID 8.)
- p. Permission to allow Mayor to sign contract with Hayworth Enterprises, LLC for the Crescent Drive Storm Sewer, Water and Street improvements project. (City Commission awarded on April 20, 2026 with concurrence from SDDOT on April 27, 2026.)
- q. Permission to pay Rocky Mountain Leak Detection LLC for biennial main water line leak detection services in the amount not to exceed \$6,500.00. (To be paid by Water professional services line item.)
- r. Permission to pay J & J Tuck and Auto Body to repair body damage to 2003 International dump truck in the amount not to exceed \$3,342.49. (To be paid by Streets repair line item.)
- s. Permission to pay Wheeler Lumber for additional fence material in the amount of \$3,456.00 for beautification of four-lane. (To be paid by HP Capital Asset line item.)
- t. Permission to pay One Way Service Pros to replace the Event Center concession's compressor in an amount not to exceed \$3,568.13. (To be paid by Public Buildings improvement line item.)
- u. Permission to pay HEIC to update electrical at Oak Mountain pump station in the amount of \$4,293.30. (To be paid by Water Improvement line item.)

- v. Request to waive 45-day requirement and allow use of public property and waiver of fees at the Rec Center for Gold Rush Rumble Wrestling Tournament on Sunday, May 31, 2026. (Recommendation from Event Committee on April 30.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for City's intention to lease a portion of public space, (approximately 48.2 square feet) along Miller Street and adjacent to the structure located at 51 Sherman Street.
- b. Hold public hearing for Sturgis Motorcycle Parking: parking on Main Street from Nugget Saloon to Pine Street, northwest side only, from 10:00 a.m. to 2:00 a.m. daily Sunday, August 2 through Monday, August 17; parking in Interpretive Lot from 10:00 a.m. to 2:00 a.m. daily Thursday, August 6 through Monday, August 17, 2026.
- c. Hold public hearing for Legends Ride: Use of Interpretive Lot from 6:00 a.m. to 3:00 p.m., street closure on Main Street from Pine to Deadwood Street from 9:00 a.m. to 4:00 p.m., and waiver of banner fees on Monday, August 10, 2026.
- d. Hold public hearing for Rusty Wallace Ride: street closure on Main Street from Pine to Deadwood from 10:00 a.m. to 3:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer way from 3:20 p.m. to 10:00 p.m. on Friday, August 14, 2026.
- e. Hold public hearing for Kool Deadwood Nites Event: open container in Zones 1 and 2 on Wednesday, August 19 from 5:00 p.m. to 10:00 p.m. and Thursday, August 20, Friday, August 21, Saturday, August 22 and Sunday, August 23 from noon to 10:00 p.m. daily; use of Event Complex, Friday, August 21 through Sunday August 23; use of Interpretive Lot (7 parking spaces near Deadwood Street) Sunday, August 16 through Sunday, August 23 for tent and merchandise; use of Interpretive Lot at 2:00 a.m. on Wednesday, August 19 through 2:00 p.m. on Sunday, August 23; use of Welcome Center Lot at 6:00 a.m. on Tuesday, August 18 through 10:00 p.m. on Saturday, August 22; street closure on Main Street from Wall to Deadwood on Tuesday, August 18 from 6:00 p.m. to 9:00 p.m.; street closure on Main Street from Wall to Deadwood on Wednesday, August 19 from 2:00 p.m. to 3:00 a.m. on Sunday, August 23; street closure on Main Street from Deadwood to Pine street on Thursday, August 20 from 4:00 p.m. to 10:00 p.m. on Saturday, August 22; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street 8:00 a.m. to 3:00 p.m. on Sunday, August 23; Main Street parking from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace on Thursday, August 20 through Saturday, August 22 from 10:00 a.m. to 10:00 p.m. daily; waiver of banner fees Sunday, August 16 through Sunday, August 23; waiver of vending fees for Deadwood Chamber on Main Street, Interpretive Lot, Event Complex, Welcome Center and Auto Value (or alternative sponsor) at Welcome Center on Tuesday, August 18 through Sunday, August 23, 2026.
- f. Request to waive 45-day requirement and set public hearing on May 18 for Deadwood Double Shot Concert: open container in zone 1 and 2 from noon to

10:00 p.m. on Friday, May 29; and street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, May 29 to 2:00 a.m. on Saturday, May 30, 2026.

- g. Set public hearing on May 18 for Vintage Baseball Game: open container on Sunday, June 14, 2026 from 3:00 p.m. to 7:00 p.m. at the Event Complex.
- h. Set public hearing on May 18 for Days of '76 Events: street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 24 and Saturday, July 25; open container Thursday, July 16 through Sunday, July 26 from 10:00 a.m. to 2:00 a.m. daily and ending at 2:00 a.m. on Monday July 27 at Event Complex; special full temporary liquor license on Sunday, July 19 through Saturday, July 25 from 10:00 a.m. to 11:00 p.m. daily and waiver of user fees Wednesday, July 15 through Sunday, July 26, 2026 at the Event Complex.
- i. Set public hearing on May 18 for Outlaw Shootout AAU Wrestling: street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. on Saturday, July 18 to 1:00 a.m. on Sunday, July 19, 2026.
- j. Set public hearing on May 18 for Brule': street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Monday, July 20 to 1:00 a.m. on Tuesday, July 21, 2026. Deadwood Street will reopen at 2:00 p.m. to 2:30 p.m. for the Deadwood Alive Reenactment.
- k. Set public hearing on May 18 for SnoCross Events: open container at the Event Complex from 11:00 a.m. on Friday, January 22 to 2:00 a.m. on Saturday, January 23, and from 8:00 a.m. on Saturday, January 23 to 2:00 a.m. on Sunday, January 24; Special temporary full liquor license for Deadwood Chamber on Friday, January 22 from noon to 10:00 p.m. and Saturday, January 23 from 11:00 a.m. to 10:00 p.m. at the Event Complex; and waiver of user fees and additional set-up/tear down fees at Event Complex on Monday, January 18 through Sunday, January 24, 2027 due to surcharge collection.

9. **Old Business**

10. **New Business**

- [a.](#) Permission to accept proposal from American Engineering Testing (AET) for construction material testing services associated with the Crescent Street Improvement Project in amount not to exceed \$16,205.20. (To be paid by CIP line item.)
- [b.](#) Permission to approve Not-for-Profit Grant Request in the amount of \$8,160.00 plus a one-time emergency grant in the amount of \$50,000.00 for life-safety issues at the Broken Boot Gold Mine.

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

- [a.](#) Raffle permit received from Deadwood History. Drawing will be held October 3, 2026.

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.
Executive Session for Contractual negotiations per SDCL 1-25-2(4) w/possible action.

13. **Adjournment**

This will be a public meeting but also available through Zoom. To participate, join Zoom Meeting and identify your name when joining.

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, APRIL 20, 2026

The Regular Session of the Deadwood City Commission convened on Monday, April 20, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Sharon Martinisko and Mark Speirs. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of April 20. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Eagleson seconded to approve the April 20, 2026 disbursements plus additional bills. Roll Call: Aye-All. Motion carried.

A & I DISTRIBUTORS	SUPPLIES	51.79
A TO Z SHREDDING	SERVICE	50.00
AASLH MEMBERSHIP	RENEWAL	118.00
ACE HARDWARE	SUPPLIES	476.39
ALPINE IMPRESSIONS	SERVICE	39.00
AMAZON CAPITAL	SUPPLIES	957.84
ANFINSON, BONNY	REIMBURSEMENT	14.00
ARROWHEAD FORENSICS	SUPPLIES	623.96
AVID4 ENGINEERING	SERVICE	60,696.52
BIERSCHBACH EQUIPMENT	SUPPLIES	49.00
BH CHEMICAL	SUPPLIES	427.09
BH ENERGY	SERVICE	27,885.50
BH PIONEER	SERVICE	1,319.37
BH SPECIAL SERVICES	CLEANING	1,300.00
BLACKSTRAP	MAGIC SALT	4,822.20
BLUE-JONES, LEAH	REIMBURSEMENT	14.00
BLUEPEAK	SERVICE	865.12
CENTURY BUSINESS PRODUCTS	CONTRACT	458.24
CERTIFIED LABORATORIES	SUPPLIES	707.95
CORE & MAIN	SUPPLIES	383.78
CULLIGAN	SUPPLIES	50.75
DEADWOOD CHAMBER	BILL LIST	138,372.32
DEADWOOD HISTORY	SERVICE	630.00
DEADWOOD-LEAD ECONOMIC DEV	ALLOCATION	16,000.00
DEMCO	SUPPLIES	558.80
ENVIRONMENTAL BUILDING SYS	SUPPLIES	520.20
FASSBENDER COLLECTION	OPERATIONS	21,000.00
FIB CREDIT CARDS	SUPPLIES	7,202.18
FIRST NET	SERVICE	283.78
GOLDEN WEST	SERVICE	19,707.48
GUNDERSON, PALMER, NELSON	SERVICE	6,271.80
HOUSKA, TREVOR	REIMBURSEMENT	68.00
INLAND TRUCK PARTS	SERVICE	451.59
IPS GROUP	SERVICE	5,956.17
JACOBS WELDING	SERVICE	41.30
KONE CHICAGO	MAINTENANCE	621.85
LANDSCAPE FORMS	SUPPLIES	660.00
LAWRENCE CO. REGISTER	SERVICE	180.00
LEAD-DEADWOOD BASEBALL	DONATION	2,450.00
LEAD-DEADWOOD SANITARY	SERVICE	24,759.35
LOOKOUT PLAN + CODE CONSUL	SERVICE	18.20
LYNN'S	SUPPLIES	27.18
MARCO	CONTRACT	798.44
MENARD'S	SUPPLIES	77.22
MIDWEST TAPE	SUPPLIES	303.60
MS MAIL	SERVICE	5,442.07
NATIONAL MAIN STREET CENTER	MEMBERSHIP	295.00
NHS OF THE BLACK HILLS	SERVICE	4,203.20
NORTHWEST PIPE FITTINGS	SUPPLIES	213.16
PATRIOT FIRE & SAFETY	TESTING	2,515.93
QUADIENT FINANCE	SERVICE	293.82
QUICKTROPHY	SUPPLIES	53.16
QUIK SIGNS	SERVICE	1,673.75
REISER, JOHN	REIMBURSEMENT	68.00
ROCKINGTREE LANDSCAPES	FUNERAL	75.00
RUNGE, MIKE	REIMBURSEMENT	141.57
SANITATION PRODUCTS	SUPPLIES	43.16
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD DEPT. OF LABOR	SERVICE	595.72
SD DEPT. OF PUBLIC SAFETY	REPAY #2	98,436.15
SD DEPT. OF REVENUE	TAX	3,180.19
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	2,090.18
SKYLINE ENGINEERING	PROJECT	318,403.12
SOUTH DAKOTA 811	SERVICE	42.91
SOUTHSIDE SERVICE	SERVICE	740.00
STEINLICHT, DORENE	PROJECT	10,000.00
STERNHAGEN SEVICES	SIGNS	10,250.00
SUMMIT SIGNS	SERVICE	545.00
SUNSHINE TOWING	SERVICE	940.00
T & W APPLIANCE	SERVICE	150.00
TEAM LABORATORY CHEMICAL	SUPPLIES	713.50

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VERIZON CONNECT	SERVICE	219.75
VICTOR STANLEY	SUPPLIES	20,649.00
VIEHAUSER ENTERPRISES	SERVICE	2,629.74
VIGILANT BUSINESS SOLUTION	TESTING	996.80
WALKER CONSULTANTS	PROJECT	4,498.00
WAREING BELLE FOURCHE	SERVICE	200.31
WATERS HARDWARE	SUPPLIES	263.96
WATERS HARDWARE	GRANTS	258.88
WELLMARK	INSURANCE	54,532.45
WEST RIVER SOLID WASTE	SERVICE	14,326.39
WEST TIRE ALIGNMENT	SERVICE	135.00

Total \$ 943,117.19

ITEMS FROM CITIZENS ON AGENDA**Proclamations**

The Mayor read a proclamation declaring the week of April 19 through 25, 2026 as National Library Week in the City of Deadwood. Library Director Penk encouraged citizens to visit our Library or any Library in the Black Hills. Commission thanked Penk for her work.

The Mayor read a proclamation declaring Friday, April 24, 2026 as Arbor Day in the City of Deadwood. Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about 150th and 250th anniversaries. Parks, Recreation & Events Director Adler stated this will be the 34th year Deadwood has been recognized for Arbor Day.

CONSENT

Martinisko moved, Eagleson seconded to omit items 6U and 6V for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to hire Zachary Cox as full time (non-certified) police officer at \$25.50 per hour effective April 27, 2026, pending pre-employment screening.
- B. Permission to hire Darren Arndt as full-time Parks Technician at \$19.00 per hour (D9 rank) effective April 23, 2026 pending pre-employment screening.
- C. Permission to hire John Thomas Gifford as Seasonal Fire Technician at \$16.50 per hour effective May 1, 2026 pending pre-employment screening.
- D. Permission to hire Sandra Parsons, Ruth Durst, and Tera Mau as seasonal Mt. Moriah booth attendants at \$17.00 per hour, effective May 08, 2026 pending pre-employment screening.
- E. Permission to hire Greg Nelson as Parks Seasonal Tech at \$19.00 per hour effective May 4, 2026, pending pre-employment screening.
- F. Permission to correct wage for Police Officer Kyle Martins to be \$25.50 per hour (incorrectly stated on April 6, 2026) per wage scale.
- G. Permission to accept resignation of police officer Olivia Rosario effective April 4, 2026.
- H. Permission to accept resignation of police officer Patrick Kaiser effective April 25, 2026.
- I. Permission to advertise in-house for 5 days and with outside sources for one full-time police officer position. (\$28.50 per hour for Certified and \$25.50 for Non-Certified.)
- J. Permission to accept resignation from Library Assistant I Hannah Bordewyk effective May 2, 2026.
- K. Permission to advertise in-house for 5 days and with outside sources for part-time (10 hours per week) Library Assistant I position at \$16.50 per hour.
- L. Permission for the Mayor to reappoint Mike Albertson, Jenn Johnson, and Vaughn Smith to the Building Board of Appeals with the term expiring May 31, 2029.
- M. Permission to remove Nicole Olson from Deadwood Volunteer Fire Department roster for worker's compensation purposes effective April 1, 2026.
- N. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Rose Speirs, Dennis and Corrine Schumacher.
- O. Resolution 2026-14 Declare Surplus Property.
- P. Permission for the Commission to approve the financial obligations of a 25% funding match to apply for the Federal BRIC Grant. This grant would provide generators at the Denver Pump Station and Fire Department.
- Q. Permission to issue Request for Qualification for Real Estate Broker Services on retainer to represent real estate transactions for the City of Deadwood.
- R. Permission to obtain quotes for the Design-Build of Commuter Hiking and Biking Trail near The Lodge at Deadwood with results to the City Commission.
- S. Permission for Mayor to sign Public Access and Utility Easement with Deadwood Days of '76, Inc. for Crescent Street construction project. Easement allows turn-around access, sanitary dumping station installation/use and utility access.

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- T. Permission to hire HGH Construction to install and paint decorative porch railing at 85 Charles Street in the amount of \$11,640.72. (To be paid by HP Capital Assets.)
- U. Permission to pay Viehauser Enterprises, LLC (DBA Genes Lock Shop) to install new proxy keypad system at the trolley barn at a cost not to exceed \$3,223.10. (To be paid by Trolley Improvements line Item.)
- V. Approve 2026 Tour Conveyance License Applications for Ride Deadwood, LLC and Original Deadwood Tours. (Recommendation from the Parking & Transportation Committee.)

BID ITEMS**Results**

Mayor Struble-Mook stated 3 bids were received for the Crescent Drive Storm Sewer, Water and Street Improvements Project on April 16 at 2:00 p.m. as advertised. Bid Bonds and Acknowledgement of Addendum 1 were included.

Halme, Inc. - Base Bid - \$1,710,797.85; Alt #1 - \$345,792.30
 Hayworth Enterprises - Base Bid - \$1,457,977.22; Alt #1 - \$314,059.55
 RCS Construction - Base Bid - \$1,547,581.33; Alt. #1 - \$344,734.76

Public Works Director Stadler spoke about the project and recommends approval to low bidder. He thanked Kuchenbecker and Parking and Transportation Director Lux for their work on this project. Lux stated SD DOT still needs to review for the purposes of the grant. Martinisko moved, Johnson seconded to award Crescent Drive Storm Sewer, Water and Street Improvements project to Hayworth Enterprises in the amount of \$1,772,036.77 contingent on SD DOT approval. Discussion was held regarding approval from SD DOT and completion of project. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Back When They Bucked Parade**

Public hearing was opened at 5:13 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, explained the parade route, hearing closed. Speirs moved, Johnson seconded to approve street closure on Main Street from Pine Street to Lower Main at Pioneer Way from 2:45 p.m. till parade ends on Saturday, May 23, 2026. Roll Call: Aye-All. Motion carried.

Summer Vendor & Pop-Up Market

Public hearing was opened at 5:15 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Speirs moved, Eagleson seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 11:00 a.m. on Friday, June 12 to 9:00 p.m. on Saturday, June 13, 2026. Roll Call: Aye-All. Motion carried.

Rocky Mountain Elk Event

Public hearing was opened at 5:16 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, spoke about the event, hearing closed. Speirs moved, Johnson seconded to approve open container and special malt beverage and wine license for Sawyer Brewing Company on Saturday, June 20, 2026 from 3:00 p.m. to 11:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.

Eixenberger Reunion

Public hearing was opened at 5:17 p.m. by Mayor Struble-Mook. Bobby Rock spoke about the event, hearing closed. Martinisko moved, Eagleson seconded to approve open container in zone 4 from 3:00 p.m. to 10:00 p.m. and waiver of tent fees on Tuesday, June 16, 2026. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on May 4 for City's intention to lease a portion of public space, (approximately 48.2 square feet) along Miller Street and adjacent to the structure located at 51 Sherman Street. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 20, 2026**NEW BUSINESS****Second Reading**

Finance Officer McKeown stated no changes between first and second readings. Johnson moved, Eagleson seconded to approve second reading of Ordinance #1444 Budget Supplement #1 for 2026. Roll Call: Aye-All. Motion carried.

Resolution

McKeown spoke about the transfers. Martinisko moved, Eagleson seconded to approve Resolution 2026-13 Interfund Transfer Funds #1 for 2026. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2026-13
A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH
TRANSFERS FOR THE YEAR 2026**

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2026.

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

From BID 1-6 (0213), BID 7 (0214), BID 8 (0212) and BID 9 (0211) to General Fund (0101) for administration fees for Business Improvement Districts. \$15,000.00 each for a total of \$60,000.00

Dated this 20th day of April, 2026

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ Charlie Struble-Mook, Mayor

Findings of Facts

Kuchenbecker spoke about the permit. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Finding of Facts and Conclusion – Conditional Use Permit – 388 Main Street. Legally described as The North 1/2 of Lot 13 and all of Lot 14 in Block 3, Fountain City Addition to the City of Deadwood. Roll Call: Aye-All. Motion carried.

Findings of Facts

Kuchenbecker spoke about the permit. Martinisko moved, Eagleson seconded to Act as Board of Adjustment and approve Finding of Facts and Conclusion - Conditional Use Permit (New Cellular Wireless.) Legally described as Tract C in McGovern Hill Addition to the City of Deadwood. Roll Call: Aye-All. Motion carried.

Findings of Facts

Kuchenbecker spoke about the permit. Martinisko moved, Eagleson seconded to Act as Board of Adjustment and approve Finding of Facts and Conclusion - Conditional Use Permit - 21 Spring Street legally described as Lots 1 and 2, Block 5, Howard's Addition to the City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Transfer

Kuchenbecker spoke about transfer. Johnson moved, Martinisko seconded to allow Mayor and Planning, Zoning and Historic Preservation Officer to sign purchase agreement and associated documents relating to the transfer of real property legally described as Lot AB-1 of Block 11 O. T. Deadwood, formerly a portion of Public Right-of-Way located between Lot 3 and Lot 4 in Block 11, City of Deadwood, Lawrence County, South Dakota, recorded as Document #2026-466 in the Office of the Lawrence County Register of Deeds to Deadwood-Lead Economic Development. (Property declared surplus on April 6, 2026.) Roll Call: Aye-All. Motion carried.

Quote

Stalder spoke about the purchase. Martinisko moved, Eagleson seconded to accept quote from Rasmussen Mechanical to replace the exhaust removal system at Public Works shop in the amount not to exceed \$24,309.00. (To be paid by Streets Improvement line item.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 20, 2026

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) and contractual negotiations per SDCL 1-25-2(4) with possible action.

ADJOURNMENT

Speirs moved, Eagleson seconded to adjourn the regular session at 5:30 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and contractual negotiations per SDCL 1-25-2(4) with possible action. The next regular meeting will be Monday, May 4, 2026 at 5:00 p.m.

After coming out of executive session at 6:31 p.m. Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

01/01/2026 11:20 AM
 PACKET: 07480 5/1/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-04/27/2026	101-3000-202	LIQUOR LICENS 2026-27 MALT BEVERAGE RENEWALS	000000	8,250.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 8,250.00
01-1743	LEAD-DEADWOOD SCHOOL DI					
		I-04-16-26	101-4130-422	PROFESSIONAL PUBLICATION/NOTICE OF VACANCY	000000	10.09
				DEPARTMENT 130	ELECTIONS	TOTAL: 10.09
01-0515	ROCKINGTREE LANDSCAPES					
		I-367495	101-4142-426	SUPPLIES ADMIN ASSIT DAY PLANTS/FINANCE	000000	200.00
01-4711	AMAZON CAPITAL SERVICES					
		I-17Q3-VFGW-LDJF	101-4142-426	SUPPLIES HR SUPPLIES - FIN.	000000	156.84
				DEPARTMENT 142	FINANCE	TOTAL: 356.84
01-0436	BLACK HILLS WINDOW CLEA					
		I-151525	101-4192-422-08	PROFESSIONAL- WINDOW CLEANING/HISTORY	000000	149.00
		I-151525	101-4192-422-10	PROFESSIONAL WINDOW CLEANING/LIBRARY	000000	572.00
		I-151525	101-4192-422-24	PROFESSIONAL WINDOW CLEANING/OUTLAW	000000	93.00
		I-151525	101-4192-422-07	PROFESSIONAL WINDOW CLEANING/FIRE HALL	000000	405.00
		I-151526	101-4192-422-17	PROFESSIONAL- MARCH 11 WINDOW CLEANING/DAYS	000000	267.00
		I-151665	101-4192-422-21	PROFESSIONAL MARCH 11 WINDOW CLEANING/WELCO	000000	1,120.00
01-0551	MENARD'S					
		I-2695	101-4192-425-14	REPAIRS - STR CONDUIT-WRAP-TOGGLE-SCRW/STRTS	000000	646.06
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 04/23/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	332.44
		I-NAT GAS 04/23/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	281.17
		I-NAT GAS 04/23/26	101-4192-428-04	UTILITIES - C CITY HALL	000000	777.29
		I-NAT GAS 04/23/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	613.08
		I-NAT GAS 04/23/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	196.44
		I-NAT GAS 04/23/26	101-4192-428-09	UTILITIES - H HARCC	000000	248.38
		I-NAT GAS 04/23/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	313.37
		I-NAT GAS 04/23/26	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	137.60
		I-NAT GAS 04/23/26	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	6,002.98
		I-NAT GAS 04/23/26	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS STRTS	000000	182.26
		I-NAT GAS 04/23/26	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	134.79
		I-NAT GAS 04/23/26	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	49.78
		I-NAT GAS 04/23/26	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	727.59
		I-NAT GAS 04/23/26	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	332.44
01-0578	WATERS HARDWARE					

PACKET: 07480 5/1/26 COMBINED
 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
01-0578	WATERS HARDWARE		continued			
		I-16583	101-4192-425-13	REPAIRS - REC 18-10 CRIMP CONNECTOR/REC	000000	3.99
		I-16641	101-4192-425-19	REPAIRS - GAT MISC BOLTS-SCREWS/GATEWAY	000000	1.71
		I-16643	101-4192-426-19	SUPPLIES - GA SHIMS-ADHESIVE/GATEWAY	000000	16.48
		I-16655	101-4192-425-02	REPAIRS - ADA 2 PK DL123 3V CAM BATTERY/AM	000000	22.99
		I-16657	101-4192-425-08	REPAIRS - HIS 4 PK AA ALKALINE BATTERY/HISTO	000000	8.49
		I-16729	101-4192-426-10	SUPPLIES - LI FABRIC-FILM-STAPLE-SCREW/LIBRA	000000	77.46
		I-16823	101-4192-425-07	REPAIRS - FIR BOLTS-SCREWS-DOOR SWEEP/FIRE	000000	124.65
		I-16839	101-4192-425-04	REPAIRS - CIT MAX LIGHTER-SPRY ADHESIVE/CITY	000000	22.48
		I-16946	101-4192-426	SUPPLIES CHIP BRUSH-FOAM BRUSH/PB	000000	19.11
		I-16947	101-4192-425-13	REPAIRS - REC CLOSET KIT/REC	000000	34.99
		I-16980	101-4192-426-10	SUPPLIES - LI MISC BOLTS-SCREWS/LIBRARY	000000	19.29
		I-16991	101-4192-425-17	REPAIRS-DAYS PUTTY KNIFE-EPOXY PASTE/DAYS	000000	32.97
		I-17069	101-4192-426-10	SUPPLIES - LI 1 LB 8X1 5/8 CAB SCREW/LIBRARY	000000	19.99
		I-17114	101-4192-425-10	REPAIRS - LIB GRN-BROWN FLEX SEAL SEALANT/LI	000000	63.96
		I-17128	101-4192-425-10	REPAIRS - LIB CABINET SCREW-STAIN-FINISH/LIB	000000	44.98
		I-17131	101-4192-425	REPAIRS BLACK FLAG FOGGER/PB	000000	15.99
		I-17170	101-4192-425-10	REPAIRS - LIB (2) RED LAVA ROCK/LIBRARY	000000	29.98
		I-17177	101-4192-425	REPAIRS LAVA ROCK-POT MIX-PEAT MOSS/PB	000000	241.94
		I-17208	101-4192-425	REPAIRS CONS-PURP ADHESIVE/PB	000000	79.68
		I-17297	101-4192-426	SUPPLIES FCT CONNECTOR/PB	000000	15.98
		I-17299	101-4192-425	REPAIRS MULTI-BIT SCREWDRIVER/PB	000000	19.99
		I-17300	101-4192-425	REPAIRS BOLTS-SCREWS-DANISH OIL/PB	000000	27.75
		I-17326	101-4192-425-21	REPAIRS - WEL BOLTS-SCREWS-SOFTENER SALT/WEL	000000	57.54
		I-17337	101-4192-425	REPAIRS PIPE-NIPPLE-KIT-ELBOW-STRAP/PB	000000	246.72
01-1003	VERIZON WIRELESS					
		I-6140740817	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	39.71
01-1502	BLACK HILLS CHEMICAL					
		I-313433	101-4192-426	SUPPLIES KITCHEN TOWEL-TP/PUB BLDGS	000000	849.43
01-3094	BOMGAARS					
		I-04/16/26 STATEMENT	101-4192-426	SUPPLIES GRAB & GO SPRAYER/PUB BLDGS	000000	94.98
01-3314	CENTURY BUSINESS PRODUC					
		I-848883	101-4192-426	SUPPLIES CONTRACT 3/9 - 4/8/2026	000000	43.65
01-3421	S AND C CLEANERS					
		I-04/28/26 INV 136	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-04/28/26 INV 136	101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-04/28/26 INV 136	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-04/28/26 INV 167	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-04/28/26 INV 167	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-04/28/26 INV 167	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-04/28/26 INV 167	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-04/28/26 INV 167	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
01-3685	BLACK HILLS SECURITY &					

5/01/2026 11:20 AM
 PACKET: 07480 5/1/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	continued				
		I-P117455	101-4192-425-02	REPAIRS - ADA RECON PANEL-REPL BATTERY/AD MU	000000	208.37
01-3838	BLUEPEAK					
		I-TELEPHONE 04/21/26	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	20.00
		I-TELEPHONE 04/21/26	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	0.00
		I-TELEPHONE 04/21/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	0.00
		I-TELEPHONE 04/21/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	0.00
		I-TELEPHONE 04/21/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	498.59
		I-TELEPHONE 04/21/26	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	213.21
		I-TELEPHONE 04/21/26	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	76.49
		I-TELEPHONE 04/21/26	101-4192-428-14	UTILITIES - S STREET SHOP	000000	0.00
		I-TELEPHONE 04/21/26	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	109.76
01-4057	VIEHAUSER ENTERPRISES,					
		I-63985	101-4192-426-18	SUPPLIES - FO (2) FERG FIELD ASSA KEYS/FOOTB	000000	44.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1F9T-TFWH-4GKL A	101-4192-426	SUPPLIES BUSINESS CARD REFILLS/PB	000000	19.99
		I-1HCP-3QT4-JRK9	101-4192-425-07	REPAIRS - FIR CORDLESS WINDOW BLINDS/FIRE	000000	535.92
		I-1LJ1-FX6R-L3NK	101-4192-426	SUPPLIES EXTENSION CORD/PB	000000	35.99
		I-1LJ1-FX6R-L3NK	101-4192-425-13	REPAIRS - REC BOTTLE FILLER SENSOR KIT/REC	000000	62.69
01-4957	ONSITE FIRST AID, LLC					
		I-7073	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	55.85
		I-7078	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	33.85
		I-7080	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	50.80
		I-7081	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	27.38
		I-7082	101-4192-422-08	PROFESSIONAL- FIRST AID SUPPLIES/HISTORY	000000	29.90
		I-7083	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	103.70
01-5356	CED SPEARFISH					
		I-8170-1018555	101-4192-425-14	REPAIRS - STR (8) 2X4 LED FLAT PANEL/STRTS	000000	360.00
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 24,884.04
01-4805	ZOOM COMMUNICATIONS, IN					
		I-350725938	101-4193-422	PROFESSIONAL 4/20/2026 TO 4/19/2027	000000	658.90
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 658.90
01-0508	GALLS, LLC					
		I-034648440	101-4210-426	SUPPLIES 2 HANDCUFF KEYS - PD	000000	32.19
		I-034719957	101-4210-426	SUPPLIES UNIFORM BOOTS - PD	000000	218.36
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-02/26/2026	101-4210-426	SUPPLIES LICENSE PLATE RENEWAL - PD	000000	1.50

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE					
		I-0062855	101-4210-425	REPAIRS SVC CALL-TIRE REPAIR/ PD	000000	55.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832068019	101-4210-425	REPAIRS OIL FILTER,5 QTS OIL - PD	000000	30.24
		I-832068954	101-4210-425	REPAIRS FILTER - PD	000000	20.54
01-1826	FIRST NET					
		I-287304791844X04226	101-4210-422	PROFESSIONAL MDT POLICE - APR	000000	283.78
01-1827	MS MAIL					
		I-15528	101-4210-422	PROFESSIONAL BIZ CARDS- 5 OFFICERS / PD	000000	125.00
01-4693	CURTIS BLUE LINE / L.N.					
		I-INV1059864	101-4210-426	SUPPLIES NAME PATCH - POLICE	000000	15.00
01-5165	BLACK HILLS COLLISION P					
		I-04012026	101-4210-425	REPAIRS REPAIR '21 DURANGO - PD	000000	4,255.60
01-5525	ONSCENE DYNAMICS					
		I-1098	101-4210-425	REPAIRS BUMPER INSTALL -'21 DURANGO/PD	000000	2,241.50
01-5557	LEGAL & LIABILITY RISK					
		I-259680	101-4210-427	TRAVEL LAW ENFORCEMENT CONFERENCE	000000	450.00
01-5558	T-MOBILE USA, INC.					
		I-L2604170014	101-4210-422	PROFESSIONAL AGENCY REFERENCE #1 - PD	000000	50.00
DEPARTMENT 210 POLICE					TOTAL:	7,778.71
01-0578	WATERS HARDWARE					
		I-16497	101-4221-426	SUPPLIES BOLTS & SCREWS - FD	000000	3.00
		I-17298	101-4221-425	REPAIRS BROOM HANDLE-TRK 4 / FD	000000	37.98
01-0782	JACOBS PRECISION WELDIN					
		I-32691	101-4221-425	REPAIRS HANDLS-WTR VALVES/FILL TRKS-FD	000000	34.80
01-1171	A & B BUSINESS SOLUTION					
		I-IN1359871	101-4221-422	PROFESSIONAL COPIER CONTRACT-ADMIN OFC/FIRE	000000	114.98
01-1306	SD FIREFIGHTERS ASSN.					
		I-04/22/2026	101-4221-427	TRAVEL STATE FIRE SCHOOL REGISTRATION	000000	80.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832068223	101-4221-425	REPAIRS ROUND WORK LAMP - FD	000000	70.99
		I-832069353	101-4221-425	REPAIRS MINIATURE LAMP-LADDER 5/ FD	000000	2.61
01-2285	RUSHMORE COMMUNICATIONS					

Section 4 Item a.

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-2285	RUSHMORE COMMUNICATIONS	continued					
		I-0016986-IN	101-4221-426	SUPPLIES BATT'S,ANTENNAS/HANDHLD RADIOS	000000	329.06	
01-3170	MED-TECH RESOURCE LLC						
		I-158686	101-4221-426	SUPPLIES TRSF SHEETS/RESCUE TRUCK - FD	000000	318.90	
		I-158827	101-4221-426	SUPPLIES 3 SPINE BOARDS-ENG2,ENG1 /FD	000000	402.69	
		I-158851	101-4221-426	SUPPLIES STOP THE BLEED KIT/LDDR 5,HAWK	000000	121.28	
01-3977	ACE HARDWARE OF LEAD						
		I-45870	101-4221-426	SUPPLIES TOTE FOR WEIGHT VEST@REC/FD	000000	26.97	
01-4108	ALEX AIR APPARATUS 2, L						
		I-INV-54297	101-4221-434	MACHINERY/EQU 2 SETS-BUNKER & RESCUE GEAR-FD	000000	10,764.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-16KP-CPG6-7YRD	101-4221-434	MACHINERY/EQU FLASHLT-TRK 4,LDDR 5,POST-ITS	000000	51.07	
		I-1GYT-XHMN-9V3H	101-4221-434	MACHINERY/EQU FLASHLIGHT-TRK 4,LDDR 5 /FD	000000	35.68	
		I-1K9T-TFWH-4GKL	101-4221-434	MACHINERY/EQU RECHARGEABLE FLASHLIGHT- FD	000000	35.68	
		I-1T6R-NNP1-7NX4	101-4221-434	MACHINERY/EQU FLASHLIGHT - TRK 4,LADDR 5 /FD	000000	35.68	
		I-1WJJ-7FWJ-7V3M	101-4221-434	MACHINERY/EQU FLASHLIGHT-TRK 4,LDDR 5 /FD	000000	35.68	
		I-1WJJ-7FWJ-7V7F	101-4221-434	MACHINERY/EQU FLASHLIGHT - HAWK / FD	000000	35.68	
01-4821	MACQUEEN						
		I-P66180	101-4221-434	MACHINERY/EQU AIR MASK - TENDER #9 / FD	000000	575.96	
01-5034	STURGIS RESPONDER SUPPL						
		I-2291	101-4221-434	MACHINERY/EQU CHIEF & CAPTAIN BADGES - FD	000000	750.00	
01-5559	CARDIO PARTNERS						
		I-600311135	101-4221-434	MACHINERY/EQU AED-BUILDING/RESCUE TRK - FD	000000	1,574.00	
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 15,436.69	
01-1003	VERIZON WIRELESS						
		I-6140740817	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97	
01-5066	LOOKOUT PLAN + CODE CON						
		I-26030	101-4232-422	PROFESSIONAL PLAN REVIEW KEATING PROJECT	000000	359.40	
		I-26031	101-4232-422	PROFESSIONAL PLAN REVIEW 127 MYSTERY WAGON	000000	870.40	
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,256.77	
01-0578	WATERS HARDWARE						
		I-16514	101-4310-426	SUPPLIES (2) 5 MINUTE EPOXY/STRTS	000000	14.98	
		I-16529	101-4310-426	SUPPLIES (2) MAX GROUT BLADE/STRTS	000000	77.98	
		I-16554	101-4310-426	SUPPLIES MISC BOLTS-SCREWS/STRTS	000000	2.30	
		I-16695	101-4310-426	SUPPLIES MISC BOLTS & SCREWS/STRTS	000000	12.08	

5/01/2026 11:20 AM
 PACKET: 07480 5/1/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE		continued			
		I-16742	101-4310-425	REPAIRS (20) 60# CONCRETE MIX/STRTS	000000	143.80
		I-16777	101-4310-426	SUPPLIES (2) ACRYLIC CAULK/STRTS	000000	25.98
		I-16837	101-4310-426	SUPPLIES (2) GRAY SPRAY PAINT/STRTS	000000	25.98
		I-16932	101-4310-426	SUPPLIES 23 PC TITANIUM BIT SET/STRTS	000000	44.99
		I-17179	101-4310-426	SUPPLIES COUPLING-5 MINUTE EPOXY/STRTS	000000	16.97
		I-17185	101-4310-426	SUPPLIES COUPLING-ADAPTER/STRTS	000000	2.79
		I-17199	101-4310-426	SUPPLIES 6 PK SNGL LQD GLUE/STRTS	000000	5.99
		I-17201	101-4310-426	SUPPLIES GALV PAIL-OX BIT-PAINT MIXR/ST	000000	52.97
		I-17262	101-4310-426	SUPPLIES SHOVEL-SPRAY PAINT/STRTS	000000	98.96
		I-17269	101-4310-426	SUPPLIES WHITE SPRAY PAINT/STRTS	000000	18.99
		I-17301	101-4310-426	SUPPLIES DRY ERASE MARKER/STRTS	000000	14.99
		I-17321	101-4310-425	REPAIRS ADJ PHOTO CONTROL/STRTS	000000	19.99
		I-17328	101-4310-426	SUPPLIES (2) THREADED ROD-6' CHAN/STRTS	000000	83.97
		I-17339	101-4310-426	SUPPLIES WHITE SPRAY PAINT-TURBO/STRTS	000000	57.96
		I-17339	101-4310-426	SUPPLIES WHITE SPRAY PAINT-TURBO/STRTS	000000	0.00
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-69257	101-4310-426	SUPPLIES DBL SIDE GOLD SPIKE SIGN/STRTS	000000	42.50
01-0782	JACOBS PRECISION WELDIN					
		I-32655	101-4310-426	SUPPLIES 1/8 X 5" FLAT BAR X 20"/STRTS	000000	36.50
		I-32656	101-4310-425	REPAIRS 5X5 3/16-1/4 SQUARE TUBE/STRTS	000000	166.00
		I-33689	101-4310-425	REPAIRS 1/8 X 8" FLAT BAR 2 @ 20/STRTS	000000	244.00
01-1003	VERIZON WIRELESS					
		I-6140740817	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.59
01-1358	STAN HOUSTON EQUIP.CO.I					
		I-2807610	101-4310-425	REPAIRS SDS MAX CORE BIT 5" X 22"/STRT	000000	247.20
01-1424	SOUTHSIDE SERVICE					
		I-0062824	101-4310-425	REPAIRS (4) MAXAM MS705 12-165 TIRES/S	000000	3,400.00
01-1500	A & B WELDING					
		I-0001530719	101-4310-426	SUPPLIES GAUGE-SOAPSTONE-DISC-PAD/STRTS	000000	229.20
01-1653	AUTO VALUE CENTRAL CITY					
		I-832068030	101-4310-426	SUPPLIES GL MAG 1 BAR AND CHA/STRTS	000000	12.99
		I-832068080	101-4310-426	SUPPLIES 15-16 RATCHETING WRE/STRTS	000000	37.99
		I-832068154	101-4310-426	SUPPLIES (2) HD AIR FARM/STRTS	000000	17.24
		I-832068249	101-4310-426	SUPPLIES 6 PC V SWITCH COMBO/STRTS	000000	79.95
		I-832068424	101-4310-426	SUPPLIES (2) 3 PK BLACK ICE A/F/STRTS	000000	9.98
		I-832068427	101-4310-426	SUPPLIES (2) EACH 2 WAY PLUG-RECPT/STRT	000000	22.36
		I-832068484	101-4310-426	SUPPLIES (2) M TYPE SLOW BLOW FUS/STRTS	000000	17.98
		I-832068953	101-4310-426	SUPPLIES AIR FILTER/STRTS	000000	73.93
		I-832069067	101-4310-426	SUPPLIES TESTERS-ADAPTERS/STRTS	000000	44.90
		I-832069137	101-4310-426	SUPPLIES PERMATEX-RING-WIRE/STRTS	000000	65.86
		I-832069347	101-4310-426	SUPPLIES BLUE CORRAL-10 PC T HANDLE/STR	000000	22.94

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1653	AUTO VALUE CENTRAL CITY	continued					
		I-832069350	101-4310-426	SUPPLIES	FREEZE OFF SUPER/STRTS	000000 11.99	
01-2688	ENVIRONMENTAL EQUIPMENT						
		I-25884	101-4310-425	REPAIRS	GB T MOTOR-GUTTER BROOM/STRTS	000000 1,012.88	
01-3314	CENTURY BUSINESS PRODUC						
		I-848883	101-4310-426	SUPPLIES	CONTRACT 3/9 - 4/8/2026	000000 43.65	
01-3834	ELECTROTECHNICS CORPORA						
		C-0076327-CM	101-4310-426	SUPPLIES	CREDIT BACK SHIPPING/STRTS	000000 35.00-	
		I-0076276-IN	101-4310-426	SUPPLIES	POWER SUPPLY 120 AC/12V DC/STR	000000 93.00	
01-5045	ISAAK, JOHN						
		I-1493918	101-4310-422	PROFESSIONAL	REIMBS.-CDL REQUIREMENT - STS	000000 100.00	
		I-TRANS 8492612	101-4310-422	PROFESSIONAL	REIMBS.CDL LICENSE RENEW/STS	000000 43.00	
01-5052	AVID4 ENGINEERING						
		I-26-106.2 CIP	101-4310-437	CAPITAL OUTLA	26-106 CRESCENT DR IMPROVEMNTS	000000 20,634.45	
01-5278	DARK CANYON COFFEE						
		I-154206	101-4310-426	SUPPLIES	HIGH GROGG COFFEE/STRTS	000000 32.95	
01-5495	NELSON, ERIC						
		I-TRANS 8495047	101-4310-422	PROFESSIONAL	REIMBS.CDL RENEWAL - STS	000000 43.00	
					DEPARTMENT 310 STREETS	TOTAL: 27,508.70	
01-0545	LYNN'S DAKOTA MART						
		I-04/16/26 STATEMENT	101-4520-426	SUPPLIES	PAPER PLATES-BOWLS-SPOONS/PARK	000000 27.96	
01-0578	WATERS HARDWARE						
		I-16511	101-4520-426	SUPPLIES	6' CHANNEL-MUFFLER CLAMP/PARKS	000000 60.57	
		I-16671	101-4520-426	SUPPLIES	3/8 DR HEX BT SOCKET/PARKS	000000 9.49	
		I-16680	101-4520-425	REPAIRS	10 PC TORX SECURITY SET/STRTS	000000 14.99	
		I-16685	101-4520-426	SUPPLIES	(3) 1/2 X 20 REBAR GRD 40/PARK	000000 35.04	
		I-16686	101-4520-426	SUPPLIES	MISC BOLTS-SCREWS/PARKS	000000 3.39	
		I-16710	101-4520-426	SUPPLIES	12" IMPACT MAG BIT HOLDER/PARK	000000 13.99	
		I-16741	101-4520-426	SUPPLIES	REBAR GRD-SPADE BIT/PARKS	000000 19.98	
		I-16817	101-4520-426	SUPPLIES	(12) TOP SOIL/PARKS	000000 59.88	
		I-16832	101-4520-426	SUPPLIES	(12) TOP SOIL/PARKS	000000 59.88	
		I-16917	101-4520-426	SUPPLIES	(5) TOP SOIL/PARKS	000000 24.95	
		I-16931	101-4520-426	SUPPLIES	(3) TOP SOIL/PARKS	000000 14.97	
		I-17235	101-4520-426	SUPPLIES	RED MULCH-TOP SOIL/PARKS	000000 22.96	
01-1653	AUTO VALUE CENTRAL CITY						
		I-832068298	101-4520-426	SUPPLIES	OIL FILTERS-TUNE UP-5W30/PARKS	000000 97.34	
		I-832068299	101-4520-426	SUPPLIES	TUNE UP/PARKS	000000 9.99	

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	AUTO VALUE CENTRAL CITY		continued			
		I-832068955	101-4520-425	REPAIRS BATTERY-CORE RETURN/PARKS	000000	117.99
		I-832069317	101-4520-426	SUPPLIES OIL FILTERS-LAWN APP-10W40/PAR	000000	62.08
01-3094	BOMGAARS					
		I-04/16/26 STATEMENT	101-4520-426	SUPPLIES SWEEPER-TRIMMER-CHARGER/PARKS	000000	783.43
01-3314	CENTURY BUSINESS PRODUC					
		I-848883	101-4520-426	SUPPLIES CONTRACT 3/9 - 4/8/2026	000000	43.65
01-3977	ACE HARDWARE OF LEAD					
		I-045855	101-4520-426	SUPPLIES FLAT HR PLAIN/PARKS	000000	20.69
					DEPARTMENT 520 PARKS	TOTAL: 1,503.22
01-0515	ROCKINGTREE LANDSCAPES					
		I-367495	101-4640-426	SUPPLIES ADMIN ASSIT DAY PLANTS/P&Z	000000	50.00
01-2205	KUCHENBECKER, KEVIN					
		I-42226	101-4640-422	PROFESSIONAL REIMBURSE VARIANCE APP FEE	000000	200.00
01-3314	CENTURY BUSINESS PRODUC					
		I-848883	101-4640-426	SUPPLIES CONTRACT 3/9 - 4/8/2026	000000	43.65
01-4711	AMAZON CAPITAL SERVICES					
		I-1TXM-QKGY-W9X9	101-4640-426	SUPPLIES PZ SUPPLIES	000000	5.99
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 299.64
					FUND 101 GENERAL FUND	TOTAL: 87,943.60

PACKET: 07480 5/1/26 COMBINED
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1502	BLACK HILLS CHEMICAL	I-312716	209-4510-426	SUPPLIES BLCH-WELL WIPES-TP-TOWEL/REC	000000	1,149.58	
01-2645	HAWKINS INC	I-7400806	209-4510-426	SUPPLIES POOL CHEMICALS/REC	000000	1,434.40	
01-3836	MID-AMERICAN RESEARCH C	I-0876838-IN	209-4510-426	SUPPLIES BACTERIZER-FLR CLNR-SALT REM/R	000000	893.39	
01-4711	AMAZON CAPITAL SERVICES	I-1LGN-LXHV-CFXP	209-4510-426	SUPPLIES (5) CRESSI POCKET FINS/REC	000000	193.73	
01-5555	VALOR & VINE UPHOLSTERY	I-INVOICE #1	209-4510-422	PROFESSIONAL RE-COVER WORKOUT BENCHES/REC	000000	1,222.27	
					DEPARTMENT 510 REC CENTER	TOTAL:	4,893.37
					FUND 209 BED & BOOZE FUND	TOTAL:	4,893.37

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-04/28/2026	211-4630-423	MARKETING BID #9 FUNDING	000000	25,000.00
			DEPARTMENT 630	BID #9	TOTAL:	25,000.00
			FUND 211	BID #9	TOTAL:	25,000.00

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

FUND : 212 BID #8

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-04/14/2026	212-4630-423	MARKETING	BID#8 EVENTS, GROUP SLS, ADVTZ	000000 449.14
01-4015	LIBBY PRODUCTIONS, LLC	I-840 - A	212-4630-423	MARKETING	BID #8 - 2ND 1/2 SPONSORSHIP	000000 30,000.00
01-5243	WO MOTORSPORTS LLC	I-2601	212-4630-423	MARKETING	BID #8 SPONSORSHIP	000000 25,000.00
					DEPARTMENT 630 BID 8	TOTAL: 55,449.14
					FUND 212 BID #8	TOTAL: 55,449.14

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-41426	215-4572-210	VISITOR MGMT BILL LIST 04/14/2026	000000	39,014.62
		I-41426	215-4572-215	VISITOR MGMT BILL LIST 04/14/2026	000000	17,500.00
01-3060	QUIK SIGNS					
		I-53887	215-4572-235	VISITOR MGMT 150TH LIBRARY WINDOW MURAL	000000	244.89
01-3883	FRANKLIN BRONZE PLAQUES					
		I-38280	215-4572-235	VISITOR MGMT LIBERTY TREE PLAQUE	000000	532.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-63831	215-4572-235	VISITOR MGMT VINTAGE PARKING METER KEY	000000	70.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1937-WLLL-GJYG	215-4572-235	VISITOR MGMT CHUCKWAGON, HP/PZ SUPPLIES	000000	117.46
		I-1HNL-MJ1P-14RT	215-4572-235	VISITOR MGMT 150TH CHUCKWAGON SUPPLIES	000000	120.24
		I-1TXM-QKGY-W9X9	215-4572-235	VISITOR MGMT 150TH DESS. PLATES	000000	60.78
		I-1VDH-3JXL-DFM4	215-4572-235	VISITOR MGMT BASEBALL BELL	000000	72.49
DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:						57,732.48
01-0578	WATERS HARDWARE					
		I-17006 /S	215-4573-335	HIST. INTERP. ADHESIVE SPRAY - ARCHIVES	000000	11.99
01-2014	TOMS, DON					
		I-41426	215-4573-335	HIST. INTERP. TAX RECORD PROJECT	000000	600.00
01-3174	DAYS OF '76 MUSEUM					
		I-41326	215-4573-375	HIST. INTERP. 2026 VOUCHER GEN. OPERATING	000000	110,000.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1TXM-QKGY-W9X9	215-4573-335	HIST. INTERP. AD.SPRAY ARCHIVES	000000	24.98
		I-1VDH-3JXL-DFM4	215-4573-335	HIST. INTERP. LIGHT BULBS ARCHIVES	000000	10.44
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						110,647.41
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 04/23/26	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	50.43
01-0776	ALBERTSON ENGINEERING,					
		I-INV03260181	215-4575-515	GRANT/LOAN RE 18 JEFFERSON RW	000000	870.33
		I-INV03260182	215-4575-515	GRANT/LOAN RE 31 CENTENNIAL RW	000000	1,080.45
		I-INV03260183	215-4575-515	GRANT/LOAN RE 56 LINCOLN RW	000000	904.73
01-3168	DAKOTALAND/PYLE HOUSE					
		I-042126	215-4575-520	GRANT/LOAN PR OUTS RD1 DWD GRANT	000000	1,319.19

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4034	WEATHER-TITE EXTERIORS					
		I-2026-4527	215-4575-505-04	85 CHARLES ST 85 CHARLES ROOF	000000	17,082.02
01-4711	AMAZON CAPITAL SERVICES					
		I-1HCW-KTT3-DK3L	215-4575-525	GRANT/LOAN PA NEW HP COMM. TABLET/COVERS	000000	102.76
01-4739	WATERS HARDWARE-HP PAIN					
		I-16792 /S	215-4575-525	GRANT/LOAN PA 109 DENVER	000000	165.90
		I-17075 /S	215-4575-525	GRANT/LOAN PA 109 DENVER	000000	36.97
01-4930	ACE SERVICES					
		I-1102	215-4575-505-05	142 SHERMAN S ASBESTOS INSPECTION 85 CHARLES	000000	1,105.00
01-5438	PONDEROSA BUILDERS LLC					
		I-1104-2	215-4575-515	GRANT/LOAN RE 18 JEFFERSON RW SCHILLING	000000	11,000.00
01-5446	NELSON CONSTRUCTION					
		I-042326	215-4575-515	GRANT/LOAN RE 15 MADISON RW FRITZE	000000	1,375.00

DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL: 35,092.78

01-3060	QUIK SIGNS					
		I-51742	215-4576-630	PROFES. SERV. PECKS GARDEN BOX WRAP	000000	987.11
01-4269	BRUNSEN, RONDA					
		I-42126	215-4576-630	PROFES. SERV. NEIGHBORHOOD BUNTINGS	000000	97.71
01-4875	KNIPPER, ANITA					
		I-040826	215-4576-630	PROFES. SERV. NEIGHBORHOOD BUNTING/FLAGS	000000	57.35

DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL: 1,142.17

01-0578	WATERS HARDWARE					
		I-16590	215-4577-775	CAPITAL ASSET (4) 60# CONCRETE MIX/HP	000000	28.76
		I-16592	215-4577-775	CAPITAL ASSET HOLE DIGGER/HP	000000	64.99
		I-16621	215-4577-775	CAPITAL ASSET BOLTS-SCREWS-CONC MIX-LAGS/HP	000000	171.79
		I-16714	215-4577-775	CAPITAL ASSET (4) 60# CONCRETE MIX/HP	000000	28.76

01-0782	JACOBS PRECISION WELDIN					
		I-32633	215-4577-775	CAPITAL ASSET FENCING PROJECT	000000	37.60

01-1333	DEADWOOD ELECTRIC					
		I-1063	215-4577-730	CAPITAL ASSET CHIMES REPAIRS	000000	5,759.55

01-2744	SKYLINE ENGINEERING LLC					
		I-10269	215-4577-735	CAPITAL ASSET BALLFIELD LIGHTING REPLACE	000000	180.00

PACKET: 07480 5/1/26 COMBINED
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	I-1LWH-NFX3-H9KN	215-4577-705	CAPITAL ASSET LIBRARY FLOWER BOXES	000000	122.67
01-5512	MEAD LUMBER	I-13325305	215-4577-705	CAPITAL ASSET LIBRARY FLOWER BEDS	000000	757.65
		I-66901720	215-4577-705	CAPITAL ASSET LIBRARY PICNIC TABLES	000000	5,148.00
01-5556	HOLIDAY OUTDOOR DECOR	I-23599	215-4577-775	CAPITAL ASSET 1/2 BILLING OF XMAS DECORATION	000000	11,914.34
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						24,214.11
01-0515	ROCKINGTREE LANDSCAPES	I-367495	215-4641-426	SUPPLIES ADMIN ASSIT DAY PLANTS/HP	000000	100.00
01-1003	VERIZON WIRELESS	I-6140740817	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3223	QUICKTROPHY, LLC	I-041426	215-4641-426	SUPPLIES KEVIN TWO NAME TAGS	000000	21.75
01-3314	CENTURY BUSINESS PRODUC	I-848883	215-4641-428	UTILITIES CONTRACT 3/9 - 4/8/2026	000000	43.64
01-4711	AMAZON CAPITAL SERVICES	I-11F3-774X-3H9T	215-4641-426	SUPPLIES POPCORN MACHINE - HP	000000	147.99
		I-1937-WLLL-GJYG	215-4641-426	SUPPLIES CHUCKWAGON, HP/PZ SUPPLIES	000000	37.41
		I-1TXM-QKGY-W9X9	215-4641-426	SUPPLIES HP SUPPLIES	000000	15.99
01-5519	UNCLE COOKIE'S COFFEE C	I-003023203	215-4641-426	SUPPLIES HP/PZ COFFEE SUPPLIES	000000	130.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						536.79
FUND 215 HISTORIC PRESERVATION TOTAL:						229,365.74

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5244	HECKMAN, KYLE					
		I-042126	216-1310	DUE FROM OTHE 358 WILLIAMS HECKMAN	000000	10,900.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 10,900.00
01-5051	SODAK TITLE					
		I-OE-0213-26	216-4653-960	CLOSING CO 26 WASHINGTON WIESE	000000	150.00
		I-OE-0214-26	216-4653-960	CLOSING CO 358 WILLIAMS HECKMAN	000000	150.00
01-5552	DBUH, LLC					
		I-041726	216-4653-962-05	FACADE EASEME 633 MAIN BULLOCK FACADE	000000	229,604.18
01-5553	GORANS, TROY					
		I-1	216-4653-962-08	FOUNDATION GR 43 FOREST - GORANS	000000	9,000.00
		I-2	216-4653-962-04	SIDING GRANT 43 FOREST GORANS	000000	9,850.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 248,754.18
				FUND 216	REVOLVING LOAN	TOTAL: 259,654.18

01/01/2026 11:20 AM
 PACKET: 07480 5/1/26 COMBINED
 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
01-0186	ALPINE IMPRESSIONS					
		I-759419	602-4330-426	SUPPLIES EMBROIDER/SVC AWARD-RHONDA	000000	18.00
01-0515	ROCKINGTREE LANDSCAPES					
		I-367495	602-4330-426	SUPPLIES ADMIN ASSIT DAY PLANTS/WATER	000000	50.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 04/23/26	602-4330-428	UTILITIES PERMANENT METER LOCATION	000000	358.87
		I-NAT GAS 04/23/26	602-4330-428	UTILITIES CITY SHOP PUBLIC WORKS WATER	000000	182.25
01-0578	WATERS HARDWARE					
		I-16509	602-4330-426	SUPPLIES SHEET PROTECTOR-ALUM BAR/WTR	000000	34.97
		I-16538	602-4330-426	SUPPLIES TWFCLED FLASHLIGHT/WATER	000000	89.99
		I-16571	602-4330-426	SUPPLIES RING BINDER-SHEET PROTECT/WTR	000000	50.94
		I-16622	602-4330-426	SUPPLIES GALV NIPPLE-MERCH CPLG/WATER	000000	56.97
		I-16635	602-4330-426	SUPPLIES BLACK BUSHING/WATER	000000	8.99
		I-16696	602-4330-426	SUPPLIES STEEL HOSE HANGER/WATER	000000	13.99
		I-16754	602-4330-426	SUPPLIES SHEET PROTECT-MARKER-DIV/WTR	000000	22.43
		I-16755	602-4330-426	SUPPLIES (3) DYMO LABELS/WATER	000000	20.97
		I-16776	602-4330-426	SUPPLIES (2) RING VIEW BINDER/WATER	000000	23.98
		I-16781	602-4330-426	SUPPLIES WHITE BINDER/WATER	000000	11.99
		I-16796	602-4330-426	SUPPLIES BINDER-SHEET PROTECTOR/WATER	000000	31.95
		I-16812	602-4330-426	SUPPLIES (5) VIEW BINDER/WATER	000000	34.95
		I-16849	602-4330-426	SUPPLIES BLU TIP GROUT BAG/WATER	000000	9.99
		I-16948	602-4330-426	SUPPLIES RECP BLADE-LED BULB/WATER	000000	81.97
		I-16988	602-4330-426	SUPPLIES 2 PK BATTERY/WATER	000000	269.99
		I-17026	602-4330-426	SUPPLIES PAINT BRUCH-TRAY SET-ENAMEL/WT	000000	89.97
		I-17047	602-4330-426	SUPPLIES GALV PIPE-THREADB/WATER	000000	163.78
		I-17106	602-4330-426	SUPPLIES BLACK DIALCP PAINT/WATER	000000	18.98
		I-17108	602-4330-426	SUPPLIES 18" CHAIN WRENCH/WATER	000000	35.99
		I-17109	602-4330-426	SUPPLIES PAINT THINNER/WATER	000000	16.99
		I-17160	602-4330-426	SUPPLIES 1/2 RIGID 10' CONDUIT/WATER	000000	39.99
		I-17218	602-4330-426	SUPPLIES 40W T8 LED NL SLPIN BULB/WTR	000000	41.99
		I-17234	602-4330-426	SUPPLIES (3) 40W T8 LED NL SLPIN BULB/W	000000	125.97
		I-17289	602-4330-426	SUPPLIES 1H CH LAV FAU W/POP UP/WTR	000000	59.99
		I-17294	602-4330-426	SUPPLIES 4 WAY SILLCOCK KEY/WATER	000000	12.99
01-0684	NORTHWEST PIPE FITTINGS					
		I-1640670	602-4330-425	REPAIRS (3) 6' CURB BOX TAPT 2"/WATER	000000	199.86
01-0828	USA BLUEBOOK					
		I-INV01029424	602-4330-426	SUPPLIES LIQ DPD3-DPD1B-DPD1A/WATER	000000	67.52
01-1003	VERIZON WIRELESS					
		I-6140740817	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6140740817	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6140740817	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6140740817	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	39.71
		I-6140740817	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	39.71

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1365	SD PUBLIC HEALTH LAB	I-10626512	602-4330-422	PROFESSIONAL APRIL COLIFORM TESTING/WATER	000000	40.00
01-1653	AUTO VALUE CENTRAL CITY	I-832068416	602-4330-426	SUPPLIES VINYL LEATHER CLEAN/WATER	000000	17.99
		I-832068449	602-4330-425	REPAIRS FUSED CIRCUIT-RED LED/WATER	000000	9.64
		I-832068597	602-4330-425	REPAIRS 10W30 SYN BL/WATER	000000	6.39
		I-832068785	602-4330-426	SUPPLIES POWER BLAST-BAYSIDE BRZ/WTR	000000	8.98
		I-832068830	602-4330-426	SUPPLIES (4) HOSE CLAMPS/WATER	000000	11.96
01-1827	MS MAIL	I-15764	602-4330-426	SUPPLIES UTIL.BILL MAILING/APR FOR MAR	000000	531.31
01-3314	CENTURY BUSINESS PRODUC	I-848883	602-4330-426	SUPPLIES CONTRACT 3/9 - 4/8/2026	000000	43.65
01-4721	TOWEY DESIGN GROUP INC.	I-26-1689	602-4330-437	CAPITAL OUTLA 24-010 HWY 85 DRINK WATER EXP	000000	815.50
01-4819	MURPHY, STEVEN	I-04/30/26 MONUMENT	602-4330-422	PROFESSIONAL REIMBURSE DOT PHYSICAL/WATER	000000	100.00
01-5278	DARK CANYON COFFEE	I-154206	602-4330-426	SUPPLIES HIGH GROGG COFFEE/WATER	000000	32.95
01-5491	WEILER, OLIVIA	I-TRANS 8492609	602-4330-422	PROFESSIONAL REIMBS.CDL RENEWAL - WTR	000000	43.00
					DEPARTMENT 330 WATER	TOTAL: 4,308.08
					FUND 602 WATER FUND	TOTAL: 4,308.08

PACKET: 07480 5/1/26 COMBINED
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
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
01-0978	PETTY CASH-MT. MORIAH	I-04/29/26	607-1020	CASH ON HAND PETTY CASH TILL BAGS/MT MORIAH	000000	1,000.00
						1,000.00
						1,000.00
01-3558	DEADWOOD HISTORY, INC.	I-32897	607-4580-426	SUPPLIES COOP AD SD MAG MAY-JUN 2026/MM	000000	298.34
01-3838	BLUEPEAK	I-PHONE 04/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	164.62
		I-PHONE 04/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	50.39
		I-PHONE 04/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	129.01
						642.36
						1,642.36

PACKET: 07480 5/1/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0883	SD ASSN. OF CODE ENFORC					
		I-200004624	610-4360-422	PROFESSIONAL CODE ENFORCEMENT TRAINING/P&T	000000	150.00
01-1003	VERIZON WIRELESS					
		I-6140740817	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6140740817	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	119.13
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						309.14
01-0578	WATERS HARDWARE					
		I-17226	610-4361-426	SUPPLIES TRASH BAGS-MOP-BOLTS-SCRWS/TRO	000000	45.68
		I-17296	610-4361-426	SUPPLIES 26 CT 8 GAL TRASH BAG/TROLLEY	000000	6.49
01-1354	INLAND TRUCK PARTS & SE					
		I-IN-1979369	610-4361-425	REPAIRS REPLACE MOTOR IN #1/TROLLEY	000000	20,676.03
		I-IN-1979371	610-4361-425	REPAIRS REP SLIP & STUB-UJOINT/TROLLEY	000000	702.28
01-1653	AUTO VALUE CENTRAL CITY					
		I-832068092	610-4361-426	SUPPLIES BATTERY-CORE RETURN/TROLLEY	000000	292.98
		I-832068360	610-4361-425	REPAIRS WIPER MOTOR/TROLLEY	000000	94.95
		I-832069205	610-4361-425	REPAIRS SENSOR-SEALED BEAM/TROLLEY	000000	480.12
		I-832069339	610-4361-426	SUPPLIES 12 OZ SYN DOT 3/TROLLEY	000000	4.49
01-1788	BLACK HILLS TENT & AWNI					
		I-8342	610-4361-425	REPAIRS FAB NEW WINDOW PANELS/TROLLEY	000000	3,915.76
01-2427	HOMETOWN MANUFACTURING					
		I-INV1101	610-4361-426	SUPPLIES CHICAGO SCREW-OAK SLAT/TROLLEY	000000	73.22
01-2889	ATCO INTERNATIONAL					
		I-I0657228	610-4361-426	SUPPLIES (2) SPARKLE/TROLLEY	000000	278.00
01-3970	A & I DISTRIBUTORS					
		I-196034-00	610-4361-426	SUPPLIES (2) 6/1 QUT SRVC 5W20 SYNTH/TR	000000	51.79
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						26,621.79
01-0578	WATERS HARDWARE					
		I-16647	610-4362-426	SUPPLIES FIBER CLOTH-LUBRICANT/RAMP	000000	15.99
		I-16949	610-4362-425	REPAIRS (2) 10 LB SAND MIX/RAMP	000000	13.98
01-3838	BLUEPEAK					
		I-PHONE 04/21/26 RAM	610-4362-428	UTILITIES TELEPHONE 04/20-05/19/26/RAMP	000000	165.12
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						195.09
FUND 610 PARKING/TRANSPORTATION TOTAL:						27,126.02

PACKET: 07480 5/1/26 COMBINED
 VENDOR SET: 01
 FUND : 728 TIF # 13 - WJP HOLDINGS
 DEPARTMENT: 000 NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5357	SD HOUSING DEVELOPMENT					
		I-#CHDP201075-4/1/26	728-4000-429	OTHER #CHDP201075 - TIF #13	000000	4,128.92
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	4,128.92
				FUND 728 TIF # 13 - WJP HOLDINGS	TOTAL:	4,128.92
					REPORT GRAND TOTAL:	699,511.41

PACKET: 07469 4-27-26 ADD'L CKS - 5/4/26 MTG

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3984	BLACK HILLS TITLE, INC.					
		I-111275	215-4577-780	CAPITAL ASSET HP VIEWSHED PURCHASE	000000	350,223.19
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS O	TOTAL:	350,223.19
				FUND 215 HISTORIC PRESERVATION	TOTAL:	350,223.19
					REPORT GRAND TOTAL:	668,626.31



WHEREAS, the City of Deadwood takes great pride in recognizing the accomplishments of its young citizens whose dedication, perseverance, and character bring honor to our community; and

WHEREAS, Hudson Myers, a talented young athlete from the Lead-Deadwood community, distinguished himself through exceptional determination and skill by winning the Deadwood Elks Lodge #508 Hoop Shoot Competition in the 12-13 Boys Division on December 7, 2025; and

WHEREAS, Hudson continued to demonstrate excellence by claiming the title of South Dakota State Elks Hoop Shoot Champion in Pierre, South Dakota, on February 7, 2026; and

WHEREAS, Hudson further advanced his remarkable achievement by winning the Regional Elks Hoop Shoot Competition in Rapid City, South Dakota, on March 7, 2026, thereby earning the privilege of representing his community, the Deadwood Elks Lodge #508, and the State of South Dakota at the National Elks Hoop Shoot Contest; and

WHEREAS, on April 18, 2026, Hudson competed at the National Elks Hoop Shoot Contest in Chicago, Illinois, where he exemplified the highest ideals of grit, dedication, perseverance, and sportsmanship, serving as an outstanding ambassador for the Lead-Deadwood community and for the Benevolent and Protective Order of Elks; and

WHEREAS, Hudson Myers' achievements embody the values of discipline, integrity, and commitment that inspire pride throughout the community and serve as a shining example for the youth of Deadwood and beyond; and

WHEREAS, the City of Deadwood and the members of Deadwood Elks Lodge #508 wish to publicly recognize Hudson Myers for the honor he has brought to the community through his outstanding accomplishments and exemplary character;

NOW, THEREFORE, I, Charlie Struble-Mook, Mayor of the City of Deadwood, South Dakota, by virtue of the authority vested in me, do hereby proclaim **May 4th, 2026, as**

“HUDSON MYERS DAY”

in the City of Deadwood, South Dakota, and I urge all citizens to join in celebrating Hudson Myers' exceptional accomplishments, applauding his dedication and perseverance, and recognizing the pride and distinction he has brought to the Lead-Deadwood communities.

Charlie Struble-Mook, Mayor



Deputy Finance Officer I POSITION DESCRIPTION

POSITION OVERVIEW

Performs a wide range of financial and administrative duties in support of the Finance Department, including supervising and assisting with cashiering operations, overseeing accounts payable and receivable processes, and ensuring accurate financial recordkeeping for government. Provides guidance to staff, responds to public inquiries, delivers high-quality customer service, and supports departmental functions through effective communication, reporting, and compliance with financial policies and procedures.

SUPERVISION RECEIVED

Works under the general direction of the City Finance Officer, exercising independent judgment in the coordination and oversight of assigned financial and administrative functions.

SUPERVISION EXERCISED

Collaborates closely with the finance team and may provide guidance, coordination, and functional oversight to assigned staff and daily operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage City's utility billing and collection for all accounts receivable accounts collected by mail, in person, online and from other city departments. Revenues include but are not limited to multiple Business Improvement District assessments, leased parking spaces, governmental permits, licenses and water and trash service.
- Processes vouchers for payment; checks invoices for accuracy; verifies account codes for proper coding of expenditures; responsible for obtaining department head approval. Combines all AP invoices from all departments and distributes to necessary staff and city commissioners.
- Work with utility customers at relocations to be sure all necessary paperwork is processed and signed and create workorders in software programs. Ensure all BID paperwork is completed and accounts set up for all commercial ownership changes. Work closely with city's water department to coordinate meter readings and billing. Inform Finance Officer of delinquent accounts, so appropriate action can be taken.
- Setup and maintain ach accounts with customers. Process through accounting software and send pre-notes to bank. Send monthly report to bank for drafting from customers accounts.

- Coordinate with Planning & Zoning department on BID accounts to ensure all paperwork is completed and property billed for short-term rental properties.
- Reconciliation of BID 1-6 accounts quarterly against reports from SD Commission on Gaming to ensure accuracy of billing.
- Possess working knowledge of accounting, Microsoft suite. Will work with software programs to include governmental accounting, workorder entry, website updates and meter reading programs.
- Receives, sorts, and distributes incoming mail and processes outgoing correspondence.
- Performs routine office, telephone, and reception duties, providing front-line customer service. Directs callers and visitors to appropriate personnel or departments in a professional and efficient manner.
- Responds to customer inquiries, concerns, and complaints while promoting positive public relations.
- Learns and maintains working knowledge of applicable city ordinances, policies, and state regulations related to municipal finance and administrative operations.
- Composes, types, and reviews correspondence, reports using sound judgment to ensure accuracy and clarity.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a GED equivalent. coursework in accounting, finance, business administration, or related office practices.
- Minimum of 2 years' experience in accounting, cashiering or general office administration; or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of modern office practices, equipment, procedures, and financial systems, including computerized accounting and electronic data processing and accounting principles and practices.
- Ability to perform and oversee cashiering functions with a high degree of accuracy; ability to maintain detailed records with support of finance officer.

- Strong customer service and interpersonal skills, with the ability to effectively interact with the public, staff, and external partners in a professional manner.
- Excellent verbal and written communication skills.
- Ability to prioritize tasks, exercise sound judgment, maintain confidentiality, and perform effectively in a fast-paced environment.

SPECIAL REQUIREMENTS

Demonstrate customer service, communication, and accounting skills, including the ability to interact effectively with the public, process financial transactions accurately, and maintain confidentiality of sensitive information.

TOOLS AND EQUIPMENT USED

Utilizes a variety of standard office and financial systems, including multi-line telephone systems, personal computers and financial software, copy and scanning equipment, postage machine, 10-key calculator, and electronic payment processing systems.

PHYSICAL DEMANDS

The physical demands described here are representative of those required to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform these functions.

While performing the duties of this position, the employee is regularly required to sit, communicate effectively, and hear. The employee is often required to stand, walk, use hands to operate office equipment and handle documents, and reach with hands and arms. Duties involve frequent use of computers and standard office technology.

The employee may occasionally be required to lift and/or move items weighing up to 25 pounds. Specific vision abilities required include close vision, attention to detail, and the ability to adjust focus for reviewing financial documents and data.

WORK ENVIRONMENT

Work is performed primarily in a standard office setting with frequent interaction with staff and the public. The noise level in the work environment is typically moderate, with occasional fluctuations due to customer traffic and office equipment.

SELECTION GUIDELINES

Formal applications, evaluation of education and experience, oral interviews, and reference checks will be conducted.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer based on organizational needs and evolving job requirements.

FUNCTIONAL JOB DESCRIPTIONS

Functional Job Description

DATE: _____

Position: _____ Deputy Finance Officer I _____

Employee Name: _____

Date Developed: 05/04/2026 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	2	5.5	
Stand	1	2.5	
Walk	< 1	0.5	

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

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl	X				
Climb	X				

Reach			X		Phone, 10-key
Reach above shoulder level		X			
Crouch	X				
Kneel	X				
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	<25 LBS			
Lift (pounds)	<25 LBS			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operates vehicle, valid driver's license
Simple hand grasping	X	X	
Firm hand grasping	X	X	
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.	N/A		
Requires protective clothing or personal protective devices.		X	
Correctable vision to 20/40 Near/Far	X		Close work

ESSENTIAL FUNCTIONS

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

**JOB DESCRIPTION EMPLOYEE AGREEMENT
For Deputy Finance Officer**

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 May 4, 2026.

PART-TIME WAGE SCALE - 2026				
Updated May 4, 2026				
Department	Starting Wage	1 Year of Service as of 1/1/2026	2 Years of Service as of 1/1/2026	5 Years of Service as of 1/1/2026
Archives Photo Researcher	\$17.00		\$18.00	
Fire Admin Assistant	\$16.50		\$17.00	
Fire Seasonal	\$16.50			
Janitorial**	\$18.45			
Library Assistant I	\$16.50			
Library Assistant II	\$17.65			
Library Education Program Coordinator	\$18.00			
Mt. Moriah	\$17.00			
Office Assistant/Intern	\$17.00			
Paratransit	\$17.00			
Parking Ramp Attendant	\$17.00			
Parks Seasonal	\$17.00	\$ 17.50		
Parks Seasonal Tech	\$17.50		\$18.00	\$ 19.00
Police PT	\$24.20		\$25.80	
Police Reserve	\$17.00		\$18.70	
Rec Center Front Desk/Lifeguard	\$17.00			
Trolley	\$17.65	\$18.50	\$19.30	
**3/4 time employee				
Full Time Police	\$25.50		\$28.50	



Ketel Thorstenson, LLP
810 Quincy Street Rapid City, SD 57701
P: 605.342.5630 | F: 605.342.2172
E: info@ktllp.com

April 30, 2026

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Client:

We are pleased to confirm our understanding of the services we are to provide for City of Deadwood (the City) for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the entity's basic financial statements as of and for the year end stated above. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The City has elected to omit the RSI including the Management Discussion and Analysis, Budgetary Comparison Schedules, Schedule of the City's Proportionate Share of the Net Pension Asset (Liability), and Schedule of City Contributions.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2), fraudulent financial reporting, (3) misappropriation of assets, or (4) violation of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although our audit planning has not yet been concluded, we anticipate the following significant risks of material misstatement will be identified:

1. Revenue recognition
2. Management override of controls

If we conclude that the above risks are no longer significant or if new significant risks are identified, we will communicate those to you as part of our planning process.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered the aggregate, that raise substantial doubt about the City’s ability to continue as a going concern for the twelve months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will assist in preparing the financial statements and related notes, including GASB 34 adjustments, of the City in conformity with GAAP based on information provided by you. Other non-audit services provided by Ketel Thorstenson, LLP and its affiliates are:

1. Pension adjustment
2. Assistance with implementation of new accounting standards, as applicable
3. Preparation of South Dakota Department of Legislative Audit Annual Report

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other non-audit services we provide. You will be required to acknowledge in the management representation letter the services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Jeff Yennie is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 11, 2026, and to issue our reports no later than September 2026.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate. If the engagement is rescheduled due to lack of providing enough information in a timely manner, we may assess a rescheduling fee up to 10 percent of your service fee, with a minimum rescheduling fee of \$1,000. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining your approval.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will utilize portals, collaborative, virtual workspaces in a protected, online environment. Our portals permit real-time collaboration across geographic boundaries and time zones and allow us to share data, engagement information, knowledge, and deliverables in a protected environment. To use the portals, you may be required by the provider of portals to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of the portals and agree to indemnify and hold us harmless with respect to all claims arising from your misuse of the portals.

You are responsible for maintaining your own copy of information provided on the portals. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on the portals may be deleted at any time.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal or encrypted email, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

In providing our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use third-party service providers, subcontractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external parties") to assist us. We may provide your confidential information to external parties in support of our services. We require our external parties to have established procedures and controls designed to protect client confidentiality and maintain data security. Our firm remains responsible for exercising reasonable care in providing our services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to external parties, if such disclosure is necessary to deliver professional services or provide support services to our firm.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Ketel Thorstenson, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our audit personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Your acceptance of this engagement letter will serve as your advance consent to our compliance with these requests. We may bill you separately for our time and expenses in responding to any such requests.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by your oversight or grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our professional fees for the services outlined above will be based upon the complexity of the work to be performed and our professional time, plus applicable sales tax. Professional time spent depends on the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. If you choose to have us maintain lease calculations and schedules, an additional fee of \$150 per lease will be billed. You will also be billed for travel, other out-of-pocket costs such as postage, and technology fees. We will provide you with an electronic copy of the financial statements. If you elect to have paper copies produced by us, they will be billed at \$25 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Our audit engagement ends on delivery of our audit report. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter and will be billed separately each month.

Either party may terminate this agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the City in legal, administrative, arbitration, or similar proceedings to which we are not a party, the City shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the state noted above.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Notwithstanding anything to the contrary in this agreement, Ketel Thorstenson, LLP shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

You agree that any claim arising out of this agreement shall be commenced within 3 years from the date our services conclude as outlined in this agreement, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Ketel Thorstenson, LLP.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

You acknowledge we have invested time and money into developing and training our personnel. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of fifty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract, when requested by you. Our July 16, 2025, peer review report accompanies this letter.

We understand that our services are subject to advance approval by the Auditor General. Such approval should be requested by you directly to the Auditor General.

Reporting

We will issue a written report upon completion of our audit of the City’s financial statements. Our report will be addressed to City Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to you. Please sign below and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our engagement, and our respective responsibilities.

Sincerely,

KETEL THORSTENSON, LLP

Jeff T. Yennie, CPA, CVA
Partner

This letter correctly sets forth our understanding of our contract. I have read it and fully understand its terms and provisions.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

July 16, 2025

To the Partners of Ketel Thorstenson, LLP and the Peer Review Committee of the Oklahoma Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP (the firm) in effect for the year ended March 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP in effect for the year ended March 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ketel Thorstenson, LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., LTD.

Olsen Thielen & Co., Ltd.



Ketel Thorstenson, LLP
810 Quincy Street Rapid City, SD 57701
P: 605.342.5630 | F: 605.342.2172
E: info@ktllp.com

April 29, 2026

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Client:

We are pleased to confirm our understanding of the services we are to provide for the City of Deadwood (the City) for the year ended December 31, 2025.

You have requested that we prepare the financial statements of the City, which comprise the annual report of the City, as of and for the year ended December 31, 2025, for the Department of Legislative Audit requirements.

We will assist your staff in adjusting the books of accounts with the objective that they will be able to prepare a working trial balance from which the financial statements can be prepared. Your staff will provide us with a detailed trial balance and any supporting schedules we require. We will work with your staff throughout the year to prepare any journal entries necessary to correct the books and records, with the goal of having constant communication and training throughout this process.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws or regulations.

An engagement to compile financial statements differs significantly from a review or audit of financial statements. An engagement to compile financial statements does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. It also does not contemplate obtaining an understanding of the entity's internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents, or other procedures ordinarily performed in an audit.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the annual report in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- a. The selection of the accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the annual report.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- f. To provide us with:
 - i. Documentation and other related information that is relevant to the preparation and presentation of the financial statements,
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii. Unrestricted access to persons within the entity of whom we determine it necessary to communicate.

It is your responsibility to review these financial statements and copies of the other reconciliations, schedules, forms, reports, or any other item that results from the scope of services when we deliver them. Our regular procedures include making certain adjusting or reclassification entries to your general ledger. Some will be in the nature of standard recurring accruals and adjustments. Others will be one-time adjustments or reclassifications. We will provide copies of all such items with the financial statement when we deliver it. It is your responsibility to review these entries as well and let us know if there should be any changes or corrections to the statements. Your acceptance of the financial statements, reconciliations, schedules, forms, reports, or any other items that results from the scope of services is acknowledgment that you have reviewed and approved them.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, or experience to oversee our bookkeeping services and preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Engagement Administration, Fees and Other

Jeff Yennie is the engagement partner and is responsible for supervising the engagement.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules and retrieving supporting documents. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate. If the engagement is rescheduled due to lack of providing enough information in a timely manner, we may assess a rescheduling fee up to 10 percent of your service fee, with a minimum rescheduling fee of \$1,000. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining your approval.

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In providing our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use third-party service providers, subcontractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external parties") to assist us. We may provide your confidential information to external parties in support of our services. We require our external parties to have established procedures and controls designed to protect client confidentiality and maintain data security. Our firm remains responsible for exercising reasonable care in providing our services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to external parties, if such disclosure is necessary to deliver professional services or provide support services to our firm.

The documentation for this engagement will be retained for a minimum of seven years after the report release date.

Our professional fees for the services outlined above will be based upon the complexity of the work to be performed and our professional time, plus applicable sales tax. Professional time spent depends on the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You will also be billed for travel, other out-of-pocket costs such as postage, and technology fees. We will provide you with an electronic copy of the financial statements. If you elect to have paper copies produced by us, they will be billed at \$25 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Either party may terminate this agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter and will be billed separately each month.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the Company in legal, administrative, arbitration, or similar proceedings to which we are not a party, the Company shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the state noted above.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Notwithstanding anything to the contrary in this agreement, Ketel Thorstenson, LLP shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

You agree that any claim arising out of this agreement shall be commenced within 3 years from the date our services conclude as outlined in this agreement, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Ketel Thorstenson, LLP.

You acknowledge we have invested time and money into developing and training our personnel. You agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of fifty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

KETEL THORSTENSON, LLP



Jeff T. Yennie, CPA, CVA
Partner

This letter correcting sets forth the understanding of our contract. I have read it and fully understand its terms and provisions.

Accepted By: _____

Title: Finance Officer

Accepted By: _____

Title: Mayor / Council

Date: _____



Deadwood Volunteer Fire Department

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

Date: 4/23/2026

To: Honorable Mayor and Commission

From: Deadwood Fire Dept.

Reference: State Fire School – Watertown SD

Deadwood Fire Dept. is requesting permission to send following firefighters Mike Klamm, Jeremy Van Tassel, Sara Van Tassel, John Beck to State Fire School in Watertown. The dates are June 11 to June 13, 2026. The cost for this for motel cost would be \$500.00 and \$80.00 dollars for registration. For a total of \$580.00 that would come out of the training budget. Also requesting use of a city vehicle to travel from Deadwood to Watertown and back.

Thank You for your time and consideration

Regards

Charles Fetter

Deadwood Fire Dept. – Fire Technician

**RESOLUTION NO. 2026- 15
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:

HP Pavillion Series	Serial # 2MD32903TN
HP Pavillion Series	Serial # MXL9180SG6
HP ProDesk 400 G3 Mini	Serial # 8CG7392FJ6
HP Elite Desk 800 G1TWR	Serial # 2UA4491W7L
DELL Model: D14M	Tag # 85FMD22
Tennant Sweeper	Serial #6600-20868

Dated this 4th day of May, 2026.

City of Deadwood

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

2026-2027 RETAIL (ON-OFF SALE) MALT BEVERAGE

47 North LLC, Serving Time Event Center, 29 Lee Street, RB-30344
 Aces Full Inc. Mr. Wu's, 560 Main St, RB-2416
 Anand Hospitality, LLC, Super 8, 196 Cliff St., RB-26486
 Angels Uncorked, Angels Uncorked, 732 Main Street, RB-30199
 Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530
 Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,
 Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831
 Boondocks, LLC, Mr. Good Stores, 622 Main Street, RB-30153
 Boondocks LLC, Happy Days, 639 Main St., RB-25536
 B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894
 Celebrity Hotels Inc., Celebrity Hotel, 629 Main St., RB-26808
 Chubby Chipmunk Hand-Dipped Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates,
 420 Cliff St., RB-25696
 Dakota Shivers Brewing Inc., Tootsie's Taproom, 667 Main Street, RB-29578
 DBUH LLC, Bullock Hotel, 633 Main St., RB-2445
 Deadwood DDG LLC, Black Hills Deadwood, 11484 US HWY 14A, RB-27687
 Deadwood Hospitality BHCI, LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,
 Deadwood Hotels LLC, Four Points by Sheraton, 575 Main St., RB-27807
 Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533
 Deadwood Main LLC, The Vault, 696 Main Street, RB-29580
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant, 137 Charles St, RB-27540
 Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227
 Deadwood Tobacco Co., Deadwood Tobacco, 715 Main St., RB-2108
 DHIH LLC, Rocksino, 685 Main St, RB-21688
 Door 4, LLC, Fairmont Hotel and Oyster Bay, 628 Main St., RB-2597
 Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389
 First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584
 Gold Country LLC, Gold Country Inn, 801 Main St., RB-2521
 Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593
 Historic Deadwood Convention Facility, Historic Deadwood Convention Facility, 33 Deadwood
 St., RB-27826
 Hospitality Management, Deadwood Gulch Resort, 304 Cliff St., RB-2609
 Hunny Bunnies LLC, Deadwood Outfitters and Tipsy Buffalo Bar, 653 Main Street, RB-29918
 Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771
 Jacobs Gallery Inc., Jacobs Gallery, 670 Main St., RB-25948
 Jacobs Restaurant Inc., Jacobs Restaurant, 79 Sherman Street, RB-29452
 Madame Peacock's LLC, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527
 Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576
 Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405
 Nugget Saloon LLC, Eagle Bar/Badlands & Brothel Bar, 604-610 Main Street, RB-30198
 Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466
 Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531
 Pandoras Box, LLC, Dakota Gunslingers, 669 Main St., RB-21255
 Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725
 Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772

Salon 14-A LLC, Salon 14-A, 250 US HWY 14A, RB-27314
SGMSD, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329
SGMSD, LLC, Historic Franklin Hotel, 700 Main St., RB-2659
SGMSD, LLC, Silverado, 709 Main St., RB-2512
Sportsbook Deadwood, LLC, The Landmark Casino, 51 Sherman Street, RB-29205
Terzo Spazio, LLC, Pump House, 73 Sherman St., RB-25694
The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693
Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024

2026 Parking Lease Agreement

This Lease Agreement is made and entered into by and between Deadwood Gulch Lodge, Inc, referred to in this Lease as 'DGL' with its principal office at 20622 Fort Meade Way, Sturgis, SD 57785, and the city of Deadwood, South Dakota referred to in this Lease as the 'CITY', 102 Sherman Street, Deadwood, SD 57732

BACKGROUND

- A. DGL is the owner of certain real property located in the City of Deadwood. South Dakota The subject real property is commonly known and identified as the (hereinafter "Slag Pile") located in Deadwood, Lawrence County, South Dakota. Legally described as:

Lot 1A, being a subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #95-4048;

AND

Lot 1B-1 and Lot 1B-2, being a subdivision of Lot 1B of the subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #96-3069.

- B. DGL has agreed to grant the CITY rights in and to the real property described in Section A above. subject to the terms, conditions, and limitations of this Lease.

In consideration of the mutual benefits and obligations contained in this Lease the receipt and sufficiency of which is acknowledged the parties agree as follows:

1. RENT

- A. CITY covenants to pay DGL the sum of Thirty Thousand Dollars (\$30,000) as total rent for the slag pile. Funding will be paid from Business Improvement District (BID) #8. Said rent will be paid within seven (7) business days of contract being fully executed.
- B. It is acknowledged that the parties are in process of negotiating the purchase by City of the "Slag Pile" property subject to this lease. In the event that sale is finalized/closed prior to the end of the lease term, then the prorated amount of the rent paid hereunder will be refunded to City

2. TERM

- A. The term of this Lease will begin on May 15, 2026. and will end October 15, 2026. The CITY'S access to the property and use of the property under this Lease will allow the CITY to use the property for overflow parking and trailer parking during the term of the Lease.
- B. Either Party may terminate this Lease on fourteen (14) days' written notice to the other. If DGL sells or disposes of the property during the term of the Lease, DGL may terminate the Lease at any time with written notice.

3. USE OF PREMISES

- A. The CITY will manage and maintain the property in such a manner in no way depreciate the "Value" of

the land which is the subject of this lease.

- B. The CITY will maintain and monitor the Slag Pile during the term listed in Paragraph 1(a) above.
- C. The CITY will clean the Slag Pile to its original condition or better at the end of the term.
- D. DGL has placed a berm and fence to block off portions of the slag pile not accessible for parking. At no time will parking be allowed outside the defined areas set forth by DGL.
- E. The CITY agrees the CITY does not and will not claim, at any time, any interest or estate of any kind or extend whatsoever in the above-described property of DGL by virtue of the rights granted under this lease of the CITY'S occupancy or use of the above described property of DGL under this lease.

4. IMPROVEMENT OR ALTERATION

The CITY will erect no structure on the subject property without DGL'S prior consent and approval. Other than appropriate quality signs associated with designating the property's availability, the CITY will not place or permit to be placed any advertising matter upon any part of the subject property or upon any improvement thereon, except as approved by DGL, in writing advance of said placement.

5. COMPLIANCE

The CITY and DGL will comply with all federal, state, and local laws, rules, statutes, regulations, ordinances, guidelines, permits, and requirements applicable to this lease.

6. INDEMNIFICATION

- A. The CITY will indemnify DGL, its officers, agents, and employees against all actions, suits, damages, liability, 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 subject property. The parties intend that DGL, its officers, agents, and employees will not be liable or in any way responsible for injury, damage, liability, loss, or expense to persons or property, resulting to the CITY, or to those the CITY brings onto the property, whether caused by accident.
- B. The CITY assumes full responsibility for any and all damage or injury which may result to any person or property by reason of or in connection with the CITY'S use or the subject property and will pay DGL for any and all damage or injury resulting from the CITY'S activities.

7. RIGHT OF DGL TO USE

DGL reserves the right to be exercised by DGL and any other party who may obtain written permission or authority from DGL to use the premises in any manner as the DGL in the DGL'S sole discretion deems appropriate, provided the DGL uses all commercially reasonable efforts to avoid interference with the use of the premises by the CITY for the purpose specified in Paragraph 2(a.)

8. SURRENDER OF PREMISES

Upon termination of this LEASE the CITY will surrender the subject property in as good a state and condition as it was at the commencement of this lease.

9. ASSIGNMENT OF LEASE

The CITY will not transfer or assign this Lease or any interest in this lease without DGL prior written consent.

10. SEVERABILITY

If any court of competent jurisdiction holds any provision of this lease unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Lease.

11. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this lease are suspended by the terms of this lease, and except as specifically provided in this lease, this lease constitutes the entire agreement with respect to the subject matter.

12. REPORTING

The CITY will report to DGL any event encountered in the course of performance of this lease which results in injury to any person or property, or which may otherwise subject the CITY, or DGL or DGL officers, agents, or employees to liability. The CITY will report any such event to DGL immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to DGL and to make any other report provided for the CITY'S duties or applicable law. The CITY's Obligation to report will not require disclosure of any information subject to privilege or confidentially under law (such as attorney-client communication.) Reporting to DGL under this section will not excuse or satisfy any obligation of DGL to report any event to law enforcement or other entities under the requirements of any applicable law.

13. AMENDMENT

This Lease may not be amended except in writing, which writing will be expressly identified as part of this lease and will be signed by an authorized representative of each of the parties.

14. INSURANCE

The CITY will furnish DGL the following certificate of insurance and assure that the insurance is in effect for the life of the Lease.

a. Commercial General Liability Insurance

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this lease or be no less than \$2,000,000.00. \

15. RIGHT OF INGRESS AND EGRESS

DGL by and through employees, officers, or agents employed by DGL, will have the right of ingress and egress over the subject property. The CITY will be solely responsible for providing a means of ingress and egress for the CITY'S own use of the subject property.

Dated this ___ day of _____, 2026.

CITY OF DEADWOOD

Charlie Struble-Mook., Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this ___ day of _____, 2026.

BID #8

Paul Bradsky, BID #8 Board President

Dated this ___ day of _____, 2026.

Deadwood Gulch Lodge, Inc

By: _____

Pat Hall

Its: Stockholder/President

Deadwood Gulch Lodge, Inc

By: _____

Rod Woodruff

Its: Stockholder/Secretary

State of South Dakota)
) SS
County of _____)

On this ___ day of _____, 2026, before me, the undersigned officer, personally appeared Pat Hall, who acknowledged himself to be the President of DGL, and that such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as President.

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

(SEAL)

Notary Public _____

My Commission Expires: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Rod Woodruff who acknowledged himself to be the Secretary of DGL, and that such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Secretary.

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

(SEAL)

Notary Public _____

My Commission Expires: _____

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF DEADWOOD**

THIS AGREEMENT, made this 23th day of April, 2026, by and between Hayworth Enterprises, LLC (Contractor), hereinafter called the Party of the Second Part, and City of Deadwood (Owner) hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**CRESCENT DRIVE STORM SEWER, WATER
AND STREET IMPROVEMENTS
PROJECT NO. 26-106**

prepared by Avid4 Engineering, Inc. (Engineer) of Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and City of Rapid City Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

1

DATED

April 14, 2026

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents of Section 4. Liquidated damages, as specified in the City of Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Engineer as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Engineer and will be granted only for good cause beyond the control of the Contractor.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

One Million Seven Hundred Seventy-two Thousand Thirty-six and 77/100 Dollars
(\$1,772,036.77)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, Engineer shall satisfy itself by examination that the work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper voucher, and payment will be made on said voucher as soon as possible after approval by the Owner.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: City of Deadwood, Party of the First Part, has caused this Contract to be executed in its behalf by its Authorized Representative, thereunto duly authorized, attested thereto by a Notary Public for the State of South Dakota this ____ day of _____ 2026.

CITY OF DEADWOOD
Party of the First Part

BY _____
CHARLIE STRUBLE-MOOK
MAYOR

ATTEST _____
NOTARY

HAYWORTH ENTERPRISES, LLC
Party of the Second Part

BY _____
NICOLE HAYWORTH
OWNER

DATE _____

ADDRESS 18881 McCoy Rd, Belle Fourche, SD 57717

City of Deadwood, SD, Leak Detection Proposal

Water Distribution System Leak Detection Services

April 16, 2026

Presented by,

Rocky Mountain Leak Detection, LLC

710 E Fridley St
Bozeman, MT 59715
406-581-0928
kevin@rmleakdetection.com



Presented to,

City of Deadwood

Attn: Steven Murphy
67 Dunlop Ave
Deadwood, SD 57732
605-578-3082
steven@cityofdeadwood.com



Proposal for Non-Invasive Leak Detection Services – City of Deadwood Water System

Dear Steven,

Rocky Mountain Leak Detection is pleased to submit this proposal to provide professional non-invasive leak detection services for Deadwood’s water distribution system. With our extensive experience in leak detection technologies, we are confident in our ability to successfully deliver a thorough and cost-effective leak investigation that meets the City’s expectations.

1. Project Understanding

The City is seeking a qualified contractor to perform non-invasive leak detection throughout the entire municipal water system. The scope includes:

- Provided information from a previous leak survey shows 243 main valves, 196 hydrants and 113 services.
 - As requested, this proposal is for an acoustic leak detection survey of the water main valves throughout the system.
 - Water mains are predominantly C900 PVC.
-

2. Scope of Services

A. Pre-Field Coordination

- Communicate with Town representatives to review available maps and gather relevant system data.
- Define priority areas (if applicable) and confirm trends in non-revenue water loss estimates.

B. Leak Detection Survey

- Conduct an acoustic survey at all accessible main valves (estimated 243 valves per a previous leak detection survey).
- The leak detection survey is estimated to take four (4) full days (7:00 am to 3:30 pm).
- Areas with observed leak noise will be noted and reported to the City.
- If the survey is completed in less than four days, additional investigation using correlation, ground microphones, and tracer gas (where applicable) may be conducted to pinpoint suspected leaks. Pinpointing may include acoustic measurements at hydrants, customer meter pits, or curb stops, as necessary. Additional time beyond four days will be available at the City's request.
 - Standard rates for additional days:
 - \$500 for the first 2 hrs (not applicable for additional days)
 - \$150/hr thereafter
 - \$225/day per diem
 - \$75/hr shop to shop for travel (not applicable if done in the same trip)

C. Reporting

Prepare a detailed Inspection Report including:

- Description of all confirmed and suspect leaks.
- Recommendations for repair or further investigation.
- Summary of tested system segments and methodology used.

D. Assumptions

- Valves are accessible and operable
 - An operator will be available to answer site-specific questions, assist in locating/opening valve boxes, operate valves and hydrants (if necessary), and assist in connecting to hydrants or other infrastructure for tracer gas injection (if necessary).
 - Ambient noise is assumed to be low and suitable for acoustic measurements during the day (7:00 am to 3:30 pm).
-

3. Deliverables

- PDF inspection report with methodology, findings, conclusions, and recommendations.
 - Field photos and maps to support suspected and confirmed leak locations.
-

4. Schedule

The survey is scheduled to take four (4) days.

Task	Duration
Pre-field Planning & Map Review	2 days (in progress)
Leak Detection Fieldwork	4 days
Reporting and Data Delivery	1 week

5. Fee Proposal

The fee for the complete scope of work is:

\$6,500 (Lump Sum)

This includes all labor, materials, equipment, travel, data processing, and reporting.

6. Insurance & Compliance

Certificates of insurance will be provided upon contract award.

7. Contact Information

For questions regarding this proposal, please contact:

Kevin Loustaunau

Email: kevin@rmleakdetection.com

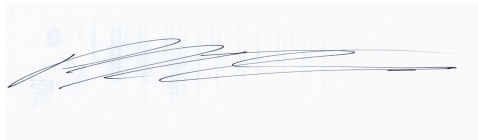
Phone: 406-581-0928

Conclusion

Thank you for the opportunity to submit this proposal, we look forward to partnering with the City of Deadwood to ensure the integrity and efficiency of your water distribution system. If you have any questions regarding this proposal, please let me know.

Kevin Loustaunau

Rocky Mountain Leak Detection, LLC

A handwritten signature in blue ink, appearing to read 'Kevin Loustaunau', is placed over a light blue circular watermark logo.



J & J Truck and Auto Body

1513 E. Philadelphia Street
Rapid City, SD 57703

Phone: (605) 348-6802 Fax: () -

Email: ESTIMATE@JANDJTAB.COM

Date: 4/20/2026
Reference #: 049500000502
Estimated By: DAN RICH
Name: City of Deadwood

Year: 2003
Make: INTERNATIONAL
Model: 7400
Unit #:

Address:
City/State/Zip: ,
Phone: - -
Cell Phone: 605-920-1371
Purchase Order:
Customer Number: 049500000502
Claim Contact:
Contact Title:
Contact Phone: x
Contact Email:

VIN: 1HTWEADRX3J075283
Style: Medium Duty Truck
Plate/State: -
WMI: FIN:
Odometer:
Color:
Date Of Loss:
Authorized By:
Claim Number:
RO:

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
----- Cab Exterior -----							
1	Replace	Corner Panel (Right)	New	7.00	2.20	1 @ \$707.49	\$707.49
2	R&I	Back Window Glass		1.70			
----- Vertical Exhaust -----							
3	R&I	Muffler		M 2.00			
----- Custom Services -----							
4		MASK JAMBS / OPENINGS	CS				
5		COLOR TINT	CS		1.00		
----- Calculated Values -----							
6	^	Color Sand & Buff			0.50		
7	^	Shop Supplies	Mtrls				\$58.50
8	^	Hazardous Waste					\$25.00
9	^	Truck Cover	Mtrls	1.00		@ \$45.00	\$0.00
10	^	Two stage paint.			1.10		
11	^	Paint Materials	Mtrls				\$344.00

An '*' indicates user change of database part and '^' indicates manually entered or custom database rows.

Estimate Notes:



J & J Truck and Auto Body

1513 E. Philadelphia Street
Rapid City, SD 57703

Phone: (605) 348-6802 Fax: () -

Email: ESTIMATE@JANDJTAB.COM

Date:	4/20/2026	Year:	2003
Reference #:	049500000502	Make:	INTERNATIONAL
Estimated By:	DAN RICH	Model:	7400
Name:	City of Deadwood	Unit #:	

Summary	Amount	Rate	Disc	Total
Body Labor	9.7	\$125.00	0.00%	\$1,212.50
Paint Labor	4.8	\$125.00	0.00%	\$600.00
Mechanical	2.0	\$175.00	0.00%	\$350.00
Frame	0.0	\$175.00	0.00%	\$0.00
Misc. Labor	0.0	\$125.00	0.00%	\$0.00
Parts	\$752.49		0.00%	\$752.49
Misc.				\$427.50
Sub-total				\$3,342.49
Sales Tax				0.00

Total				\$3,342.49
Betterment				\$0.00
Deductible				\$0.00
Grand Total				\$3,342.49



J & J Truck and Auto Body

**1513 E. Philadelphia Street
Rapid City, SD 57703**

Phone: (605) 348-6802 Fax: () -

Email: ESTIMATE@JANDJTAB.COM

Date:	4/20/2026	Year:	2003
Reference #:	049500000502	Make:	INTERNATIONAL
Estimated By:	DAN RICH	Model:	7400
Name:	City of Deadwood	Unit #:	

TERMS & CONDITIONS

The above is an estimate based on inspection and does not cover additional parts or labor which may be required after the work has been started. Occasionally worn or damaged parts are discovered which may not have been evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

Signed _____ Date _____

215-4511-715

Section 6 Item s.



PLEASE PAY FROM THIS AND MAIL REMITTANCE TO:

INVOICE

P O BOX 88484
MILWAUKEE WI 53288-0484
MSDS at wheeler1892.com/treated-wood-products/ for MSDS

INVOICE NO.
1340-040782

SHIP TO: RANDY:605-920-3954
CPU @ PLANT

FOR ANY INQUIRIES
(515) 223-1584 Ext. 2
ar@wheeler1892.com

ORDER NO.
1340-040042

DATED
04/14/26

DATE SHIPPED	SALESPERSON	TYPE	TC	STATE
4/14/2026	413 CLB	N	DD	SDG

SOLD TO: 13989
CITY OF DEADWOOD
RMCGRATH@CITYOFDEADWOOD.COM
62 1/2 DUNLOP
DEADWOOD SD 57732-0000

CUSTOMER ORDER NO. RANDY		JOB NO.		TERMS OF SALE NET 30 DAYS		
F.O.B. PLANT		ROUTING CPU		SPEC. INST.		
STOCK NO.	PC QTY.	STOCK DESCRIPTON	U/M	QUANTITY	PER UNIT PRICE	EXTENSION
B020616F107	80.000	2X6-16' FIR #1 RGH Q-NAP	MF	1.280	2700.00	3456.00
				SUB TOTAL		3456.00
				GROSS PAYABLE		3456.00

ACCOUNTS 30 DAYS PAST DUE SUBJECT TO SERVICE CHARGE OF: 1.50 % PER MONTH OF 18.00 % PER ANNUM

THANK YOU FOR YOUR ORDER

ONE WAY SERVICE PROS INC

169 CHARLES ST
DEADWOOD, SD 57732

Invoice

Date	Invoice #
4/24/2026	41175

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

Terms	Due Date
Net 15	5/9/2026

Quantity	Description	Amount
9.5	LABOR - Lornie & City Worker stopped in and requested call to go to Dave's Catering at the Days of 76 Rodeo Grounds to look at Cooler. Arrived at location 4/16/26 to inspect cooler not cooling. Upon inspection I found that the inside of the cooler was 55 degrees. Made my way to the condensing unit and found that the compressor was very hot and not currently running. Cooled the compressor off and found that it would not start and run, confirmed it was getting voltage and pulling 32 amps indicating a locked up compressor. Will need to get price and availability on a new one. Returned 2/21/26 to install new compressor. Started by removing old refrigerant and un brazing the bad compressor. Once refrigerant lines were disconnected I then began removing the filter dryer. Once all old parts were out of the system I began putting in the new compressor. Brazed refrigerant lines and then installed new thermostat. Pulled a vacuum on the system down to 500 microns before recharging with 4lbs 8oz of R-404a. I then watched the cooler pull down good. Customer is good to go at this time. Returned 4/23/26 because customer called and says the cooler cools to 35 but wont come back on until it reaches 44 degrees. The thermostat on the system did not have a differential setting knob indicating the thermostat was going bad as the temp swing on it was too much. Replaced the thermostat and dialed it into the temps they wanted. Right now I have the cooler cooling down to 30 degrees and coming back on at 38 degrees. Unit is good to go at this time.	1,273.00T
1	Service Fee	26.00T
2	LABOR - Return Call Credit	-268.00T
1	Compressor	1,765.98T

All invoices 30 days past due will receive finance charges billed at a 1.5% charge per month past due.

Invoices 90+ days will be sent to collections.

Please call if arrangements need to be made.

Subtotal
Excise Tax (2.041%)
Total
Payments/Credits
Balance Due

Phone #
605-722-8101

ONE WAY SERVICE PROS INC

169 CHARLES ST
DEADWOOD, SD 57732

Invoice

Date	Invoice #
4/24/2026	41175

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

Terms	Due Date
Net 15	5/9/2026

Quantity	Description	Amount
1	SILFOSS 2 USES/STIK	14.14T
1	3/8 DRIER C-083-S	62.84T
4	R404 REFRIGERANT	392.60T
1	AIR COIL T-STAT A19BBC-2C	230.20T

All invoices 30 days past due will receive finance charges billed at a 1.5% charge per month past due.

Invoices 90+ days will be sent to collections.

Please call if arrangements need to be made.

Subtotal	\$3,496.76
EXCISE Tax (2.041%)	\$71.37
Total	\$3,568.13
Payments/Credits	\$0.00
Balance Due	\$3,568.13

Phone #
605-722-8101

ONE WAY SERVICE PROS INC169 CHARLES ST
DEADWOOD, SD 57732**Invoice**

Date	Invoice #
4/24/2026	41175

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

Terms	Due Date
Net 15	5/9/2026

Quantity	Description	Amount
9.5	LABOR - Lornie & City Worker stopped in and requested call to go to Dave's Catering at the Days of 76 Rodeo Grounds to look at Cooler. Arrived at location 4/16/26 to inspect cooler not cooling. Upon inspection I found that the inside of the cooler was 55 degrees. Made my way to the condensing unit and found that the compressor was very hot and not currently running. Cooled the compressor off and found that it would not start and run, confirmed it was getting voltage and pulling 32 amps indicating a locked up compressor. Will need to get price and availability on a new one. Returned 2/21/26 to install new compressor. Started by removing old refrigerant and un brazing the bad compressor. Once refrigerant lines were disconnected I then began removing the filter dryer. Once all old parts were out of the system I began putting in the new compressor. Brazed refrigerant lines and then installed new thermostat. Pulled a vacuum on the system down to 500 microns before recharging with 4lbs 8oz of R-404a. I then watched the cooler pull down good. Customer is good to go at this time. Returned 4/23/26 because customer called and says the cooler cools to 35 but wont come back on until it reaches 44 degrees. The thermostat on the system did not have a differential setting knob indicating the thermostat was going bad as the temp swing on it was too much. Replaced the thermostat and dialed it into the temps they wanted. Right now I have the cooler cooling down to 30 degrees and coming back on at 38 degrees. Unit is good to go at this time.	1,273.00T
1	Service Fee	26.00T
2	LABOR - Return Call Credit	-268.00T
1	Compressor	1,765.98T

All invoices 30 days past due will receive finance charges billed at a 1.5% charge per month past due.

Invoices 90+ days will be sent to collections.

Please call if arrangements need to be made.

Phone #
605-722-8101

Subtotal
Excise Tax (2.041%)
Total
Payments/Credits
Balance Due

ONE WAY SERVICE PROS INC169 CHARLES ST
DEADWOOD, SD 57732**Invoice**

Date	Invoice #
4/24/2026	41175

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

Terms	Due Date
Net 15	5/9/2026

Quantity	Description	Amount
1	SILFOSS 2 USES/STIK	14.14T
1	3/8 DRIER C-083-S	62.84T
4	R404 REFRIGERANT	392.60T
1	AIR COIL T-STAT A19BBC-2C	230.20T

All invoices 30 days past due will receive finance charges billed at a 1.5% charge per month past due.

Invoices 90+ days will be sent to collections.

Please call if arrangements need to be made.

Subtotal	\$3,496.76
-----------------	------------

EXCISE Tax (2.041%)	\$71.37
----------------------------	---------

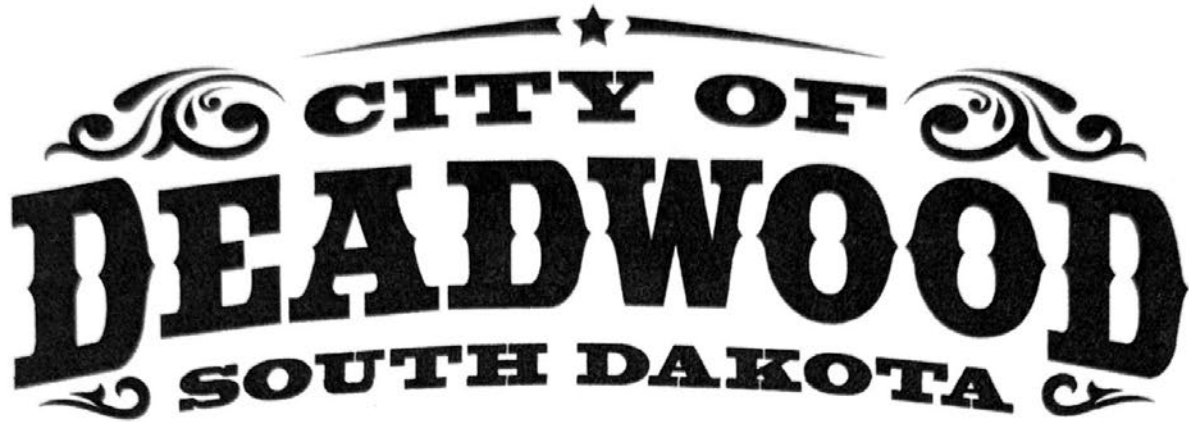
Total	\$3,568.13
--------------	------------

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$3,568.13
--------------------	------------

Phone #

605-722-8101



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

2026 Gold Rush Rumble Wrestling Tournament

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 March 2, 2026

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 Sports Event - Rec Center			

Event Title: 2026 Gold Rush Rumble Wrestling Tournament

Event Date(s): May 31st, 2026 Total Anticipated Attendance: 200-300
 (month, day, year) **(# of Participants 200 # of Spectators 100)**

Actual Event Hours: (from: 0800 AM / PM (to): 1700 AM / PM

Location / Staging Area: DRAC

Set up/assembly/construction 0600 Start time: 1800 AM / PM

Please describe the scope of your setup / assembly work (specific details): First annual wrestling tournament, each age group will compete for 2 hours, and then be invited to use DRAC facilities.

Dismantle Date: May 31st, 2026 Completion time: 1800 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: N/A

- 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: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

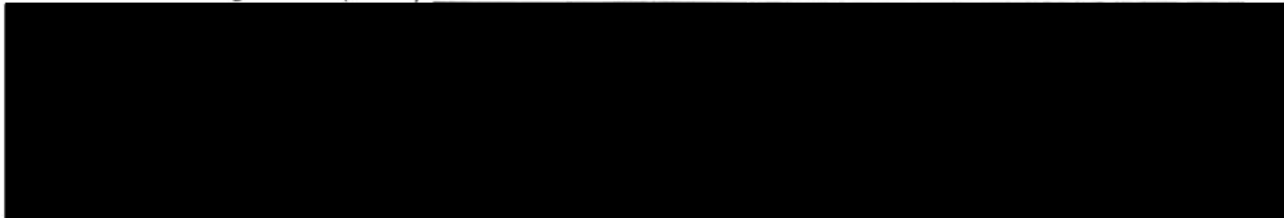
APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

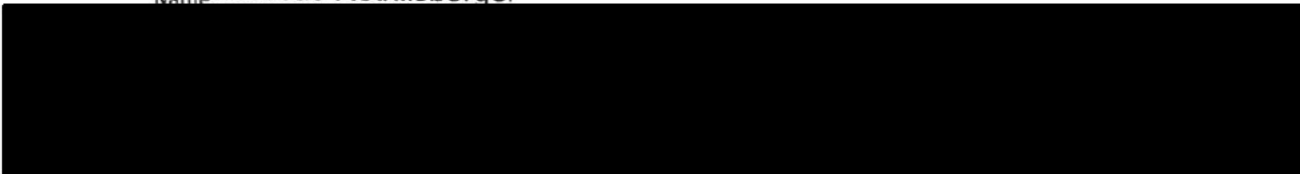
Sponsoring Organization: Lead-Deadwood AAU Wrestling Club

Chief Officer of Organization (NAME): Robin Lucero



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: Marcus Rothlisberger



(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):
\$15 participant registration, \$20 registration after 5/17/26. Fees cover the cost of the tournament - platform use, staff, etc. Profits above expenses will go to Lead-Deadwood AAU Wrestling Club to promote the organization in future years.

The City of Deadwood has a ticket surcharge, which is set and amended by resolution.

Adopted March 2, 2026

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: Concession stand with bottled water, non-alcoholic beverages, pizza, etc.

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.

- Jersey Barriers and Equipment used for other than safety purposes \$25.00

- 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: _____ Trash Containers w / lids: _____

- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Work with DRAC staff to clean facility during and after the event.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Crowds will be controlled by DRAC and AAU Club organization staff and volunteers - currently 14 volunteers have been confirmed, above regularly-scheduled DRAC staff.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Facility is ADA accessible and compliant.

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number 0 Ambulance(s) – How provided? Will be contacted via phone if needed

Number 2 Emergency Medical Technicians – How provided? Volunteer RNs will be onsite.

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: _____

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: _____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

N/A: Attendees will parking in the Miller St. parking lot. _____

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: 0900 AM / PM – Finish Time: 1700 AM / PM

Will **sound check** be conducted prior to the event?
If **YES**, please indicate: Start Time: 0830 AM / PM – Finish Time: 0900 AM / PM

Please describe the sound equipment that will be used for your event: Internal sound system will be used for music during event and announcements, as needed.

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? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____)

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe:

Social Media and other online resources.

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: Alexandra Ellis/Jeramy Russell PHONE: 615-663-8148/614-507-1505

INSURANCE REQUIREMENTS

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

Name of Insurance Company:
See attached

Agent's Name: _____

Agent's Business Phone: (_____) _____

Policy Number: _____ Policy Type: _____


Agent's 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): Marcus Rothlisberger



(Signature of Applicant/Sponsoring Organization)

Title: Lead-Deadwood AAU Wrestling Club Board Representative

Date: 4/17/26

VENDING

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Adopted XXXXXX

Return this form to the
Planning and Zoning Office
By email:
leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



Questions? Contact the
Planning and Zoning Office
(605) 578-2082 or
leah@cityofdeadwood.com

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

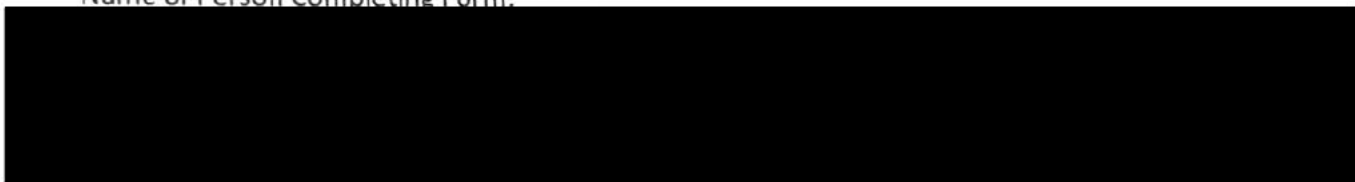
Complete one (1) report for each event.

Report is due on the 15th of every month for any event scheduled to occur the following month.

Municipal Code 5.28.060 (C): Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Report Date: 4/17/26 Event Date: 5/31/26

Name of Person Completing Form: Alexandra Ellis



Check here if no event is scheduled for next month:

Event Name: Gold Rush Rumble

Event Location: Deadwood Recreation Center

Adopted XXXXXX

List of Vendors

*List all anticipated vendors for the applicable event.
Please use as many additional sheets as necessary.*

Page 1 of 1

Vendor Name: In Her Era: Wrestling for Girls



Goods or services being sold: Wrestling, singlets, t-shirts, hoodies, apparel

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Adopted XXXXXX

**NOTICE OF PUBLIC HEARING
REGARDING USE OF PUBLIC SPACE IN CITY HALL**

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 May 4, 2026 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:

Lease a portion of public property (approximately 48.2 square feet) along Miller Street and adjacent to the structure located at 51 Sherman Street.

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

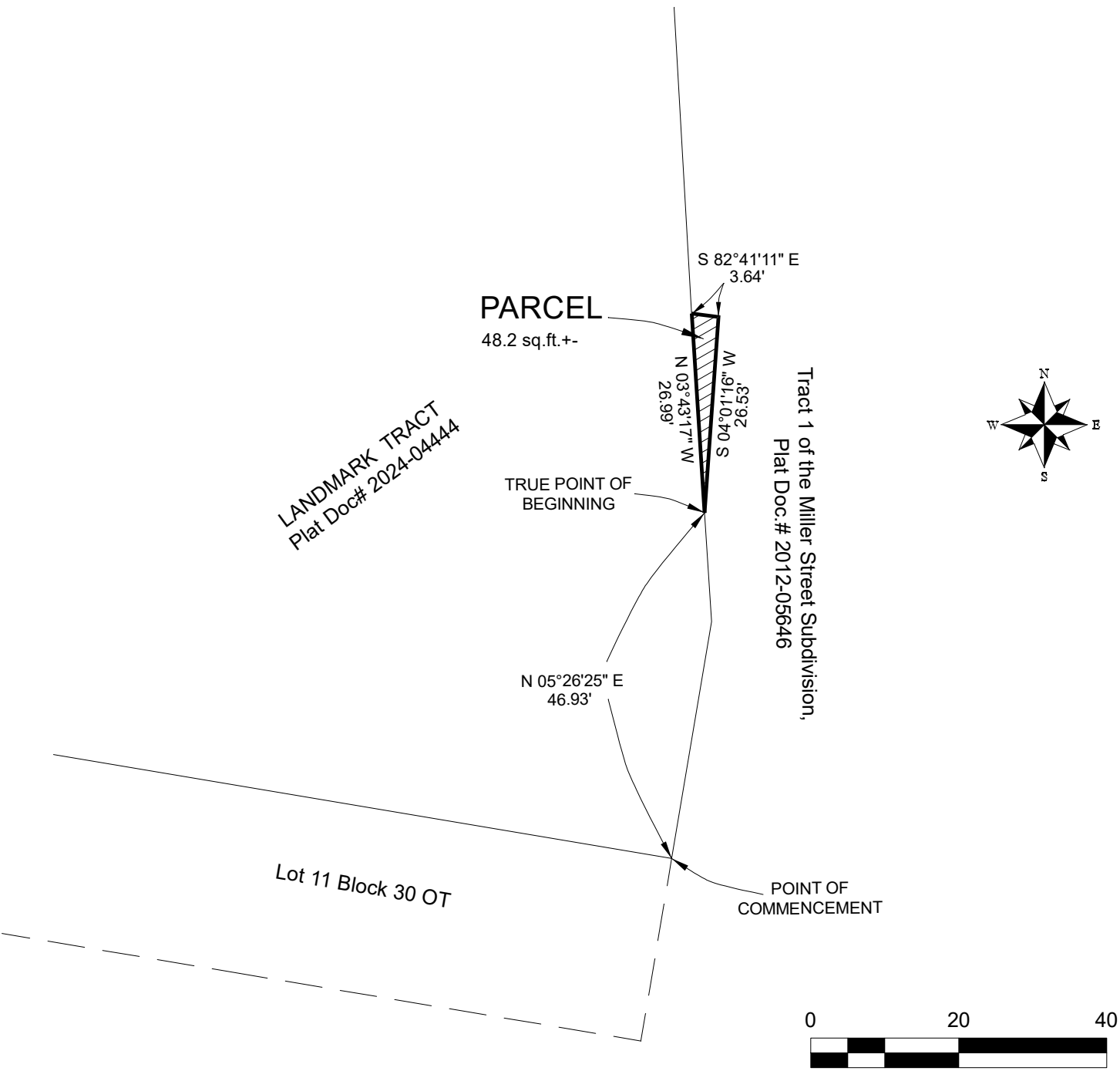
Dated this 20th day of April, 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 23, 2026

EXHIBIT A

SHOWING A Parcel of Land Located in Tract 1 of the Miller Street Subdivision, according to Plat Doc.# 2012-5646, more particularly described as:
 Commencing at a Corner along the West Line of said Tract 1 and the Southeast Corner The Landmark Tract, according to the Plat Doc.# 2024-04444,
 which is common to the Northeast Corner of Lot 11 Block 30 of Original Town of Deadwood,
 Thence N 05°26'25" E a distance of 46.93 feet to a point on the East Line of the Landmark Tract and the West Line of Tract 1 of the Miller Street Subdivision Which is the TRUE POINT OF BEGINNING;
 thence N 03°43'17" W along the line common to said Landmark Tract and said Tract 1 a distance of 26.99 feet;
 thence S 82°41'11" E a distance of 3.64 feet;
 thence S 04°01'16" W a distance of 26.53 feet to the point of beginning.
 Having an area of 48.2 Square Feet+-.



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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 4, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Interpretive Lot

Motorcycle parking from 10:00 a.m. to 2:00 a.m. daily Thursday, August 6 through Monday, August 17.

Main Street:

Motorcycle parking on Main Street from Nugget Saloon to Pine Street, northwest side only, 10:00 a.m. to 2:00 a.m. daily Sunday, August 2 through Monday, August 17, 2026.

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 6th day of April 2026.

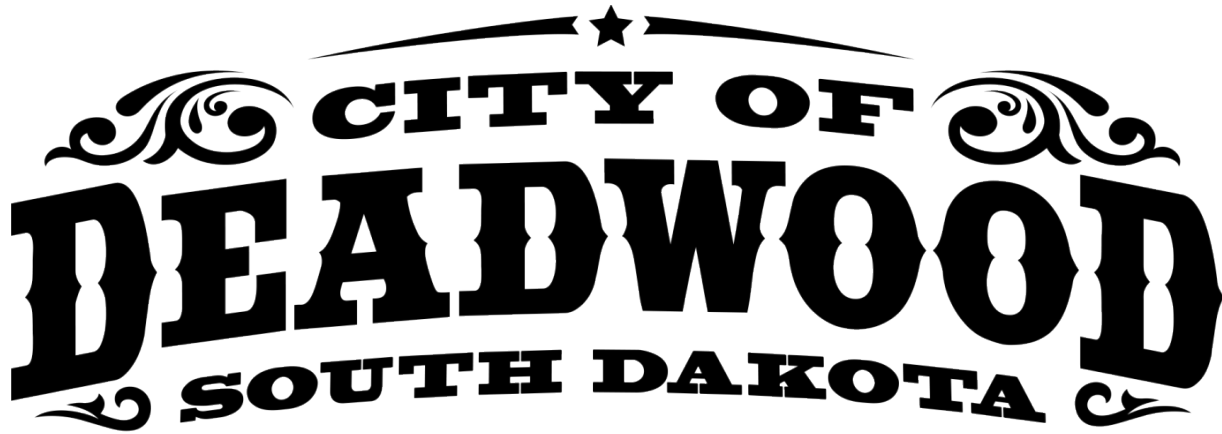
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: April 9, 2026

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Sturgis Bike Parking 2026

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 type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input checked="" type="checkbox"/> Other			

Event Title: Sturgis Bike Parking 2026

Event Date(s): August 2nd -August 16th Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Main St and Interpretive Lot

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

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

Dismantle Date: Monday August 17 Completion time: 2am AM / PM

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

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to 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

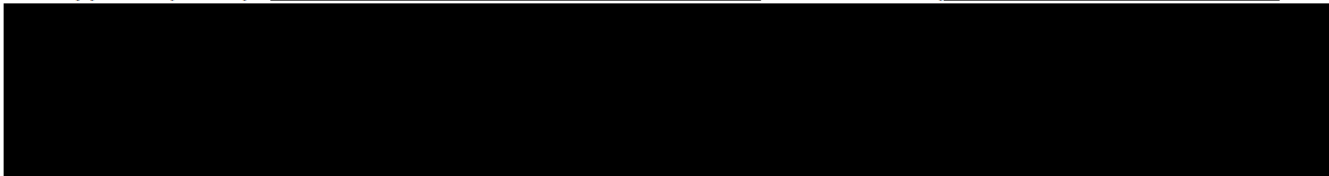
Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen Business Phone: (605) 578-1876



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 Jesse Allen Pager/Cell #: 605-591-9171

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

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

FEES / PROCEEDS / REPORTING

NO

YES

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

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

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city) (state) (zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: JA

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: JA

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: _____
Chamber News Letter, Social and Local Media _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

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

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

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

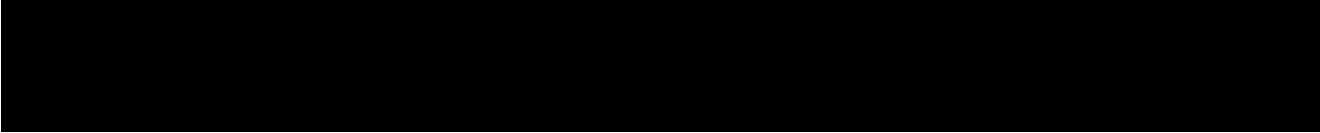
NAME: Amanda Kille PHONE: 605-578-1876

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London



(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): Jesse Allen Title: Event Coordinator



Date: 3/18/26

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT WAIVER OF BANNER FEE, BIKE PARKING
LEGENDS RIDE**

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 May 4, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Interpretive Lot

Motorcycle parking from 6:00 a.m. to 3:00 p.m. Monday, August 10, 2026.

Street Closure Request:

Monday, August 10, 2026 – Main Street from Pine to Deadwood Street from 9:00 a.m. to 4:00 p.m. for Legends Ride participants to register at the Silverado-Franklin Hotel & Gaming Complex

Request to Waive Banner Fee:

Waiver of banner fees for directional signage only Monday, August 10, 2026.

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 6th day of April 2026.

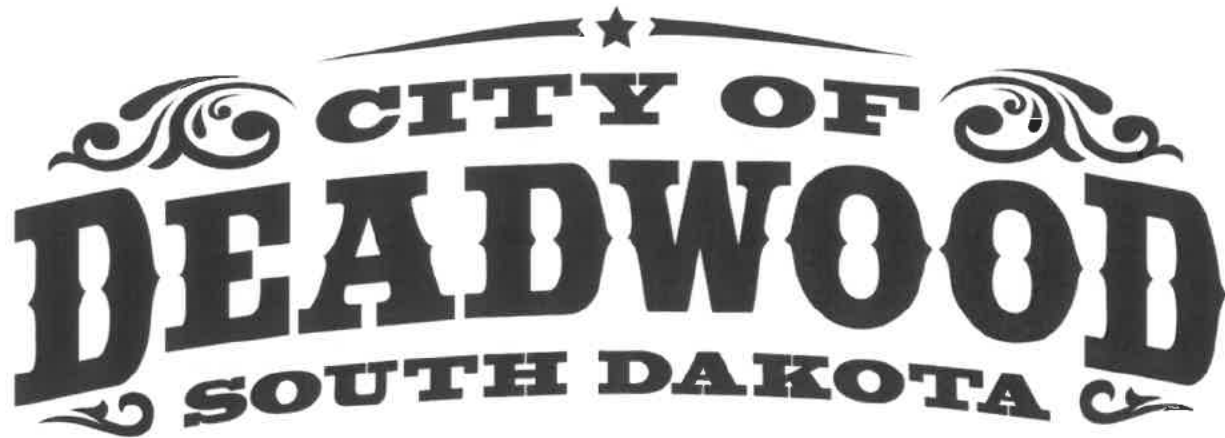
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: April 9, 2026.

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

Legends Ride

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 6, 2025

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: Legends Ride

Event Date(s): 8/10/2026 Total Anticipated Attendance: 500
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 9AM AM / PM (to): 4PM AM / PM

Location / Staging Area: Deadwood-Pine

Set up/assembly/construction 8/10/2026 Start time: 9AM AM / PM

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

Dismantle Date: 8/10/2026 Completion time: 4PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood to Pine 8/10/2026 9AM-4PM interpretive lot 6AM-3PM

- 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 6, 2025

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

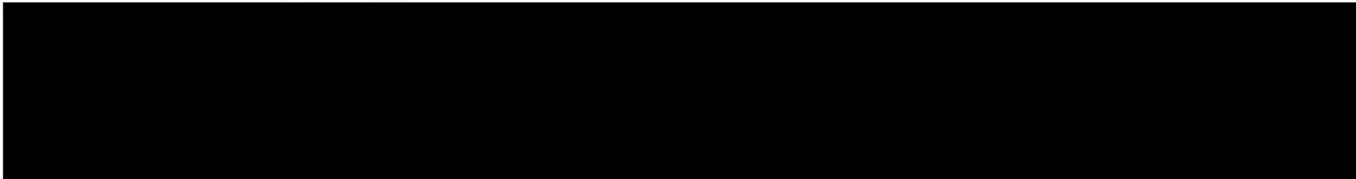
Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Kris Sammons Business Phone: 605-347-4644



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: _____



(city) (state) (zip code)

Contact person "on site" day of event or facility use Chuck Lanning Pager/Cell #: 605-645-8618

(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): participants pay a fee that is completely used for Charitable contribution to support local charities

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:

Legends Ride, recuring yearly Event

Bikes Parked in front of Silverado/Franklin

Held Monday August 10, 2026, 9AM -4PM

Request the use of a secton of the interpretive Lot. 6AM-3PM for overflow parking.

If not utilized, the lot will be reopened

Fund raising event to include charities such as South Dakota Special Olympices

Shriners Transportaion Fund for Children

request to waiver banner fees for directional banners

request police escort at 3PM in conjunction with SDDOT and all other local law

enforcement agencies by special permit application

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

_____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf |
| <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 6, 2025

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.
- Jersey Barriers and Equipment used for other than safety purposes.....\$25.00 each
- 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: _____ Trash Containers w / lids: _____
- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Adopted October 6, 2025

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

Other Related Event Components not covered above. _____
sidewalks will remain open _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: _____

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: _____

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: 11AM AM / PM – Finish Time: 3PM AM / PM

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

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

Outlaw Square PS System

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? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____

PROMOTION/ADVERTISING/MARKETING/INFORMATION

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

NO YES promoted by Buffalo Chip Campground Website and social platforms

Will there be any live media coverage during your event? If **YES**, please explain:
local news agencies usually have a representative to film

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Cody Ertman/Media PHONE: 605-641-2328

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company:
Hub International



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): Buffalo Chip Campground

[Signature]
(Signature of Applicant/Sponsoring Organization)

Title: CEO

Date: 3/13/26

VENDING

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
RUSTY WALLACE RIDE**

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 May 4, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Friday, August 14 – Main Street closure from Pine Street to Deadwood Street from 10:00 a.m. to 3:00 p.m. for ride participants.

Friday, August 14 - Deadwood Street closure from Main Street to Pioneer Way from 3:20 p.m. to 10:00 p.m. for ride participants.

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.

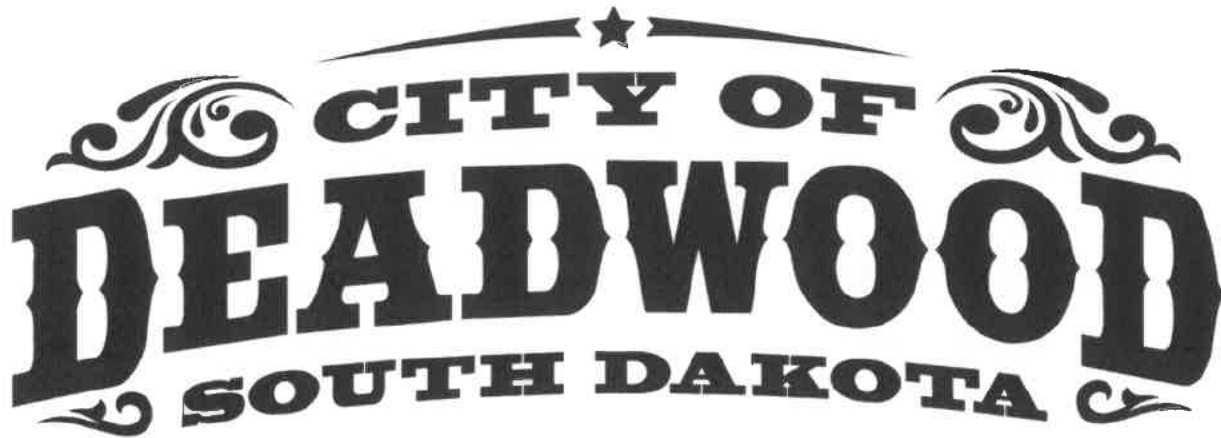
Dated this 6th day of April, 2026.

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

Publish BH Pioneer: April 9, 2026

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

Rusty Wallace Ride

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 March 2, 2026

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 charity ride and reception			

Event Title: Rusty Wallace Ride

Event Date(s): August 14, 2026 Total Anticipated Attendance: 200
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 12PM AM / PM (to): 10PM AM / PM

Location / Staging Area: Outlaw Square/Main Street

Set up/assembly/construction August 14 Start time: 9AM/4PM AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
closing of Main Street between Pine and Shine, staging will include pre-set up of bar, then the bollards will be in place
with gates on Deadwood St

Dismantle Date: August 14 Completion time: 3:15PM Main/10PM Deadwood 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: Main St between Pine and Shine closed from 10AM-until 3:15PM, will reopen when riders depart. Deadwoos
Street closed from 3:20PM until 10PM

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to 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: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

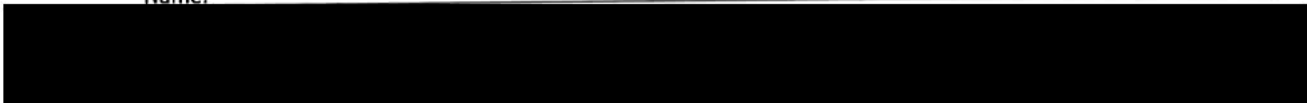
Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Kris Sammons Business Phone: 605-347-9000



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: _____



Contact person "on site" day of event or facility use Cody Ertman Pager/Cell #: 605-641-2328

(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):
participants pay a fee that is completely used for charitable contributions

The City of Deadwood has a ticket surcharge, which is set and amended by resolution.

Adopted March 2, 2026

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:

Rusty Wallace Charity Ride-this is the eighth year for this ride in Deadwood

The Rusty Wallace Charity Ride will kick off with a party at Outlaw Square and the Silverado

Franklin Gaming Complex

The registration will take place at the Outlaw Square and post ride event will take place at Outlaw Square. There will be No alcohol served in Outlaw Square 9AM-3Pm

We are requesting street closure of Main St between Pine St and Deadwood ST for registered bike parkign from 10AM until departure at 3PM

Request street closure of Deadwood St from Main St to Pioneer Way from 3:20PM until 10PM gathering at Outlaw Square. Security will be in place at both the pre and post event and post ride events. Also request Deadwood Police escort upon departure and during arrival from 85/14 down Main St to Deadwood St.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: Ride event merchandise may be sold
- 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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted March 2, 2026

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.
- Jersey Barriers and Equipment used for other than safety purposes.....\$25.00
- 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: _____ Trash Containers w / lids: _____
- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Adopted March 2, 2026

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 pick up of trash and dispose at end of event _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: 605-347-9000

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: _____

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: _____

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: 12PM AM / PM – Finish Time: 6PM 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? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____ registration signs will be in place

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe:

Promoted by Buffalo Chip Campground website and social media platforms

Will there be any live media coverage during your event? If YES, please explain:
local news agencies usually have a reporter covering the event and Sirius XM will be
broadcasting

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

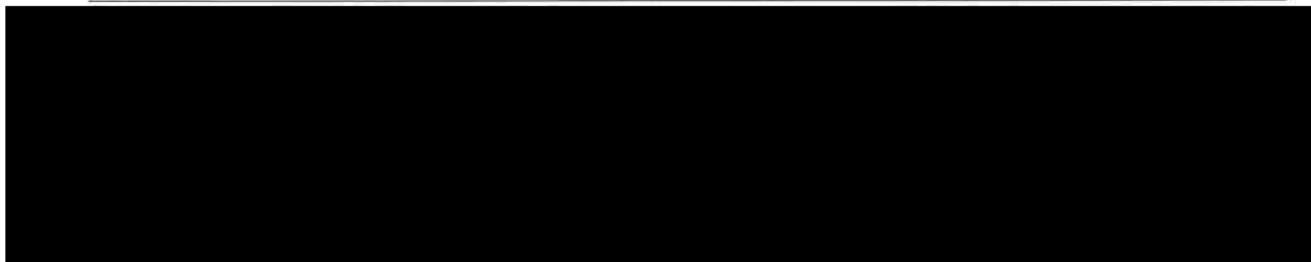
NAME: Cody Ertman PHONE: 605-641-2328

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

Hub International



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): Buffalo Chip Campground

[Handwritten Signature]
(Signature of Applicant/Sponsoring Organization)

Title: CEO

Date: 3/13/26

VENDING

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Adopted XXXXXX

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 4, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container Ordinance Request:

Wednesday, August 19: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Thursday, August 20, Friday, August 21, Saturday, August 22 and Sunday, August 23:
Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m. daily.

Kool Deadwood Nites Street Closure Requests:

- Tuesday, August 18 from 6:00 p.m. to 9:00 p.m. Main Street from Wall to Deadwood Street for car parking.
- Wednesday, August 19 from 2:00 p.m. to 3:00 a.m. on Sunday, August 23 Main St. from Wall to Deadwood Street for early-stage setup.
- Thursday, August 20 from 4:00 p.m. to 10:00 p.m. on Saturday, August 22 Main St. from Deadwood to Pine for overflow parking.
- Sunday, August 23, Main St. from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking.

Permission to Waive Vending Fees

Request to waive vending fees for Deadwood Chamber on Main Street, Interpretive Lot, Event Complex, Welcome Center and Auto Value (or alternative sponsor) at Welcome Center on Tuesday, August 18 through Sunday, August 23.

Use of Interpretive Lot

Sunday, August 16 through Sunday, August 23 for tent and merchandise (7 parking spaces near Deadwood Street.)

Wednesday, August 19 at 2:00 a.m. through Sunday, August 23 at 2:00 p.m. for registered cars.

Use of Welcome Center Lot for Registration and Registered Cars Only

Tuesday, August 18 at 6:00 a.m. through Saturday, August 22 at 10:00 p.m. (if not utilized, security will make available.)

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Friday, August 21 through Sunday August 23, 2026.

Request to Waive Banner Fee:

Request to waive Banner fees Sunday, August 16 through Sunday, August 23 for Kool Deadwood Nites, Directional and Chamber banners.

Main Street Parking:

Parking on Main Street from Wild Bill Bar to Nugget Saloon, and in front of Mineral Palace Thursday, August 20 through Saturday, August 22 from 10:00 a.m. to 10:00 p.m. daily.

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

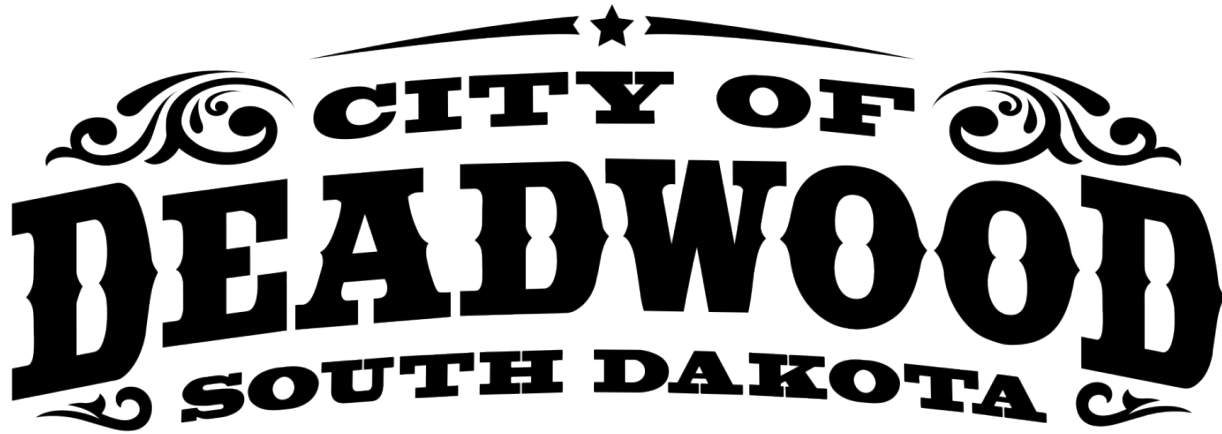
Dated this 6th day of April 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: April 9, 2026

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Kool Deadwood Nites 2026

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 March 2, 2026

EVENT INFORMATION

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

Event Title: Kool Deadwood Nites 2026

Event Date(s): 8/18-8/23 2026 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: Tuesday 8/18 6am AM / PM (to): 8/23 3pm AM / PM

Location / Staging Area: Main St. Wall to Pine Streets/Welcome Center Parking Lot/Interpretive Lot

Set up/assembly/construction Tuesday 8/18 Start time: 6am AM / PM

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

Dismantle Date: Sunday 8/23 Completion time: 10pm 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: Main St from Wall to Deadwood 8/18 6-9pm (soft) Main St. From Wall St. to Deadwood St. 8/19 at 2pm to 8/23 at 2am (Hard) Main St from Deadwood St to Pine St. 8/20 at 4pm to 8/22 at 10pm for overflow leaving a space for check in at the Franklin. (soft)

- 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: Wed 8/19 Times: 5-10pm Zone: 1-2
 Date: Thur 8/20-Sun 8/23 Times: Noon-10pm Zone: 1-2
 Date: _____ Times: _____ Zone: _____

Business who will be serving alcohol at event: Businesses in open container zones

Adopted March 2, 2026

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen

Business Phone: (605) 578-1876



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 Jesse Allen Pager/Cell #: 605-591-9171

(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):
KDN Car Registration

The City of Deadwood has a ticket surcharge, which is set and amended by resolution.

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:

Attached Sheet

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES
- Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: _____
Band and KDN Merch

- 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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted March 2, 2026

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.
- Jersey Barriers and Equipment used for other than safety purposes _____ \$25.00
- 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: _____ Trash Containers w / lids: _____
- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

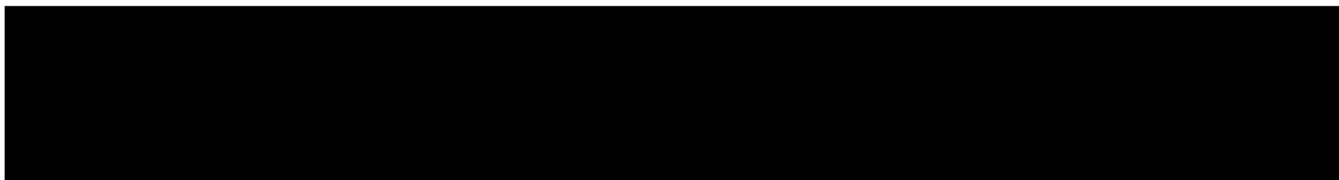
Please describe your Accessibility Plan for access at your event by individuals with disabilities: Open streets and sidewalks
Will work with City Departments on a safety plan.

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

NO YES

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

Security Organization: Badlands Security



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: Street lights and stage lighting

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

Number _____ Ambulance(s) – How provided? Monument Health responding from the hospital.

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: JA

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: JA

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Chamber news letter Social and Local Media

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 7

Type of Music: Oldies/Classic Rock

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

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

Please describe the sound equipment that will be used for your event: Professional stage PA provided by DMM systems with Main St. delays.

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? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: KDN Event Banners)

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe:

Local and Social Media

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

Local media

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

NAME: Amanda Killie

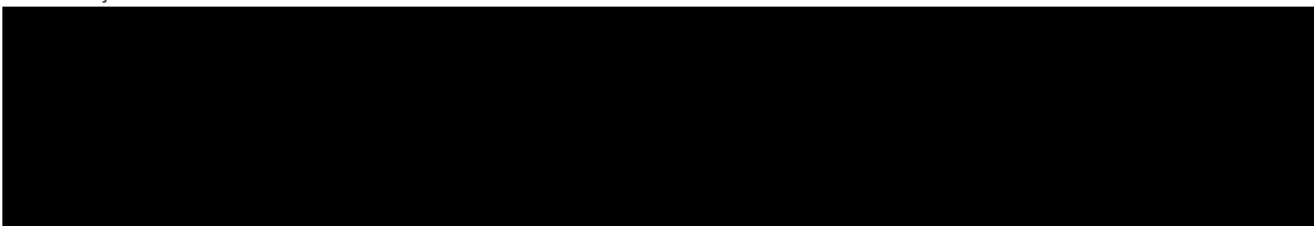
PHONE: 605-578-1876

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

LLoyds of London



(city)

(state)

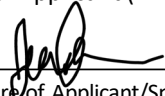
(zip code)

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): Jesse Allen



(Signature of Applicant/Sponsoring Organization)

Title: Event Coordinator

Date: 3/19/26

VENDING

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Adopted XXXXXX

KDN Street and Parking Lot Closures:

Request to close Main St. from Wall St. to Deadwood St. from 6-9pm on Tuesday, Aug 18th for classic car parking.

Request to close the entire Welcome Center/Lower Main Parking lot Tuesday 6am Aug 18 through Saturday 10pm Aug 22 for Registered Cars Only. Registration will once again be held at the Welcome Center.

Request Street Closure Wednesday, Aug 19 at 2pm and to remain closed through Aug 23rd at 3am from Wall-Deadwood St on Main St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall and Main St. to Pioneer Way.

Request to close Interpretive Lot Wednesday, Aug 19th at 2am and to remain closed through Sunday, Aug 23rd at 2pm for Classic Car Parking and awards. Request KDN Event Banners to be put up starting Sunday August 16th.

Request street closure Thursday, Aug 20th at 4pm to August 22nd at 10pm on Main St from Deadwood to Pine for classic car overflow parking leaving a space for check in at the Franklin Hotel.

Request parking on Main St. in Front of Celebrity/Mineral Palace and Wild Bill Bar to Nugget Saloon Thursday, Aug 20-22nd from 10am-10pm for classic car parking only.

Request St Closure Sunday, Aug 23, 8am-3pm on Main St from Pioneer Way to Pine for Parade and Show and Shine parking.

Request for Wayne Morris to put up a tent in the Interpretive lot beginning Sunday, Aug 16 through Sunday, Aug 23rd.

Request space in the Information Center Parking Lot for Official Kool Deadwood Nites Merchandise beginning Sunday, Aug 16 -23. Wayne Morris will pay the fee for 7 parking spots from Sunday Aug 16 through Tuesday Aug 18th at a total of \$420.

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

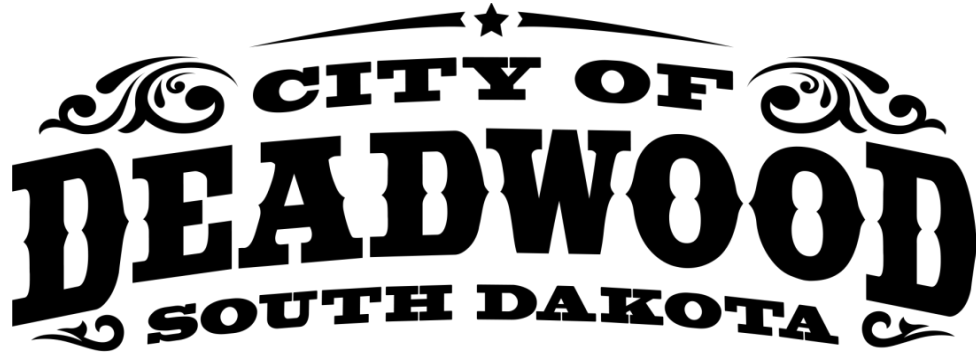
Request to waive vending fees to sell KDN & Band Merchandise at the Interpretive Lot, Welcome Center parking lot, Aug 18 through Sunday, Aug 23. The Event Complex Saturday, Aug 22nd 7am-2pm only.

Request to waive vending fees for Auto Value, KDN Merchandise, or alternative sponsor Aug 18-23 in Welcome Center Parking Lot.

Request Police Escort Friday, Aug 21 at 10am for Rod Run/Event Complex

Request Police Departments help with traffic flow during Judging at the Event Complex/Highway on Sat Aug 22, 10am-Noon

Request Police Escort Sun Aug 23, 9am for Parade.



Event Complex Rental and Use Agreement

Event: Kool Deadwood Nites 26

Date of Event: 8/21-8/23 2026

**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

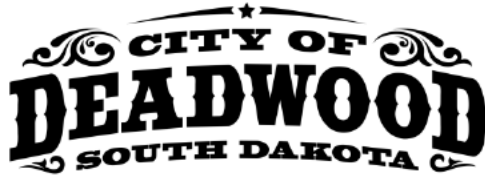
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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

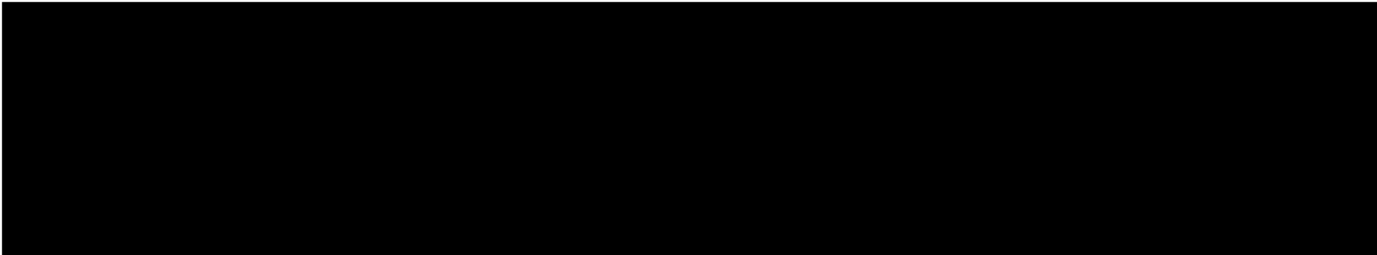
Deadwood Event Complex Rental and Use Agreement

Event Name: Kool Deadwood Nites

Contact Information:

Name of Applicant: Jesse Allen

Business/Organization: Deadwood Chamber of Commerce



Dates Event Complex requested:

Set up Date(s): 8/21 Hour(s): 6am-10pm

Event Date(s): 8/21-8/23 Hour(s): 6am-2pm

Clean-up Date(s): 8/23 Hour(s): 10am

Approximate number of people who will attend: _____

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

- Ticket Booth
- Main Grandstand Concession
- Main Grandstand Restrooms
- Crow's Nest
- VIP Grandstand
- Arena and Corral Areas
- Main Grandstand Seating
- Parking Lots
- Baseball Field(s)
- Baseball Field(s) Restrooms
- Safety Barriers
- Ferguson Field
- Ferguson Field Restrooms
- Office use Only
- Key #
- Key #
- Key #
- Key #
- Jersey Barriers
- Open Container
- Pyrotechnics
- Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: Kool Deadwood Nites

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Chapter 5.28 Commerce within the City of Deadwood.

Additional contacts:

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

Name: Amanda Kille Title: Director



Name: Fritz Carlson Title: Security Owner



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**

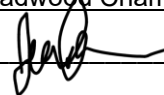
Water Usage Fee of \$50.00 per event IF USED.

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>250</u>	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>1250</u>
Parking Lots ONLY	\$ <u>450</u>	<input checked="" type="checkbox"/>	*Total Deposits \$ <u>1250</u>
Add'l Set-Up/Tear Down	\$ _____		*minus Admin Fee of \$250.00
Tent(s)	\$ _____		and early arrivals if any.
Event Complex Cleaning And Trash Removal	\$ <u>750</u>		Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Cleaning Baseball Restrooms	\$ _____		
Cleaning Ferguson Restrooms	\$ <u>375</u>		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>1825</u>		\$1125 if fees are waived.

Organization: Deadwood Chamber of Commerce

Signature:  Date: 3/19/26

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 JA

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 JA

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 \$150.00/hour/employee

Initials JA

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 JA

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

Initials JA

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.
- 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, Deadwood Fire Department number is (605) 578-1212 and the Lawrence County Sheriff's Office number is (605) 578- .
- 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 JA

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 JA

**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
- Insurance Agency Information.
- 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.

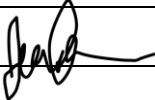
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and 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: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

Liability Insurance

Liability Insurance coverage is required for your event or facilities rental.

Name of Insurance Company: Lloyd of London



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

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

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):

8/21 Rod Run Lineup

8/22 Classic Car Show/Judging

8/23 Parade Line Up

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

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

Initials JA

- 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 JA

- 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 JA

- 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 JA

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 JA

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 JA

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 JA

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 JA

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 JA

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- 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: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature: _____ Date: 3/19/26

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: Deadwood Chamber of Commerce

Name: Jesse Allen

Title: Event Coordinator

Signature: 

Date: 3/19/26

Responsibilities to and of the Concessionaire

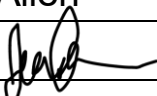
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all 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. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

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

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

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 or have 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.

Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

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

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
 - The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
 - Keys for the facilities will not be issued until this information is received and confirmed.
 - The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
- NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

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 JA

- 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.

 Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Initials JA

- 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.
- 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 JA

Initials JA

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

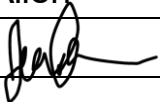
Event Complex Sign and Banner Policy

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: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

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.
- 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.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Deadwood Chamber of Commerce

Requirements (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: _____

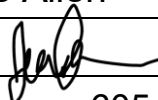
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>

I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 3/19/26

Daytime Phone Number: 605-578-1876

Date of your Event(s): 8/21-8/23 2026 Group/Event Name: Kool Deadwood Nites



April 16, 2026

City of Deadwood
Public Works
67 Dunlop Avenue
Deadwood, South Dakota 57732

Attn: Mr. Kevin Kuchenbecker
kevin@cityofdeadwood.com

Subject: Cost Proposal – Construction Materials Testing Services
Crescent Drive Water, Storm Sewer and Streets Improvements
Deadwood, South Dakota

Dear Kevin:

INTRODUCTION

As requested, American Engineering Testing Inc. (AET) is pleased to provide this cost estimate proposal for the Construction Materials Testing services for the above referenced project. As you are aware, AET previously performed the geotechnical investigation for the project (AET Report # 17-02378 dated October 30, 2015).

SCOPE OF WORK

We understand the Base Bid for the Crescent Drive Water, Storm Sewer and Street Improvements project will consist of approximately 1,052 linear feet of water main, water service lines, 662 linear feet of storm sewer, 1,285 tons of base course and 641 tons of asphalt pavement. We also understand that there will be at-grade concrete flatwork, concrete curb & gutter and new cast in place concrete retaining wall. Concrete testing estimate is based on industry knowledge but can be revised once the concrete pour schedule is issued. The asphalt paving will be tested according to City of Rapid City Specifications and will take coordination from the contractor for scheduling the appropriate testing specified for this project. Please allow a minimum of 24 hours' notice for test scheduling. I have included a separate fee estimate for Alternate Bid #1, will be combined with the base bid estimate if accepted.

At this time, we anticipate the testing program will consist of the following services:

- Field and lab testing of subgrade soils and base course. Anticipated tests include but may not be limited to proof roll observations, proctors, gradations and nuclear density testing.
- Field and lab testing of cast-in-place concrete. Anticipated tests on plastic concrete to include slump, air content, unit weight and temperature. Compressive strength testing will be performed on the laboratory cured concrete specimens at the specified intervals.
- Hot Mix Asphalt (HMA) field and lab testing according to City of Rapid City Specifications.
- Preparation of formal reports for services provided.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | (800) 972-6364 | teamAET.com | AA/EEO

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Construction Materials Testing
Crescent Drive Water, Storm Sewer and Street Improvements, Deadwood, SD
 April 16, 2026



FEES

The attachment on page four (4) provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required. Quantities may change due to circumstances beyond our control such as weather, additional testing and/or re-testing required or requested by the Owner or Engineer. **Actual quantities may differ from the estimates.** You will be invoiced only for the work actually performed. If you (the client) or your representative requests AET to spend additional time beyond total estimated amount, the total estimated amount is changed accordingly, and you will be invoiced for all additional services in accordance with the unit rates for this particular project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

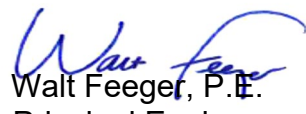
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this proposal for the construction observation and testing services for this project. If you have any questions, please call our office at (605) 388-0029.

Sincerely,
AMERICAN ENGINEERING TESTING, INC.


 Joel Lensegrau
 Construction Materials Manager


 Walt Feeger, P.E.
 Principal Engineer – West Division

Construction Materials Testing
Crescent Drive Water, Storm Sewer and Street Improvements, Deadwood, SD
April 16, 2026



ACCEPTANCE

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

PROJECT TESTING SERVICES FEE SCHEDULE
Crescent Drive Storm, Water and Street Improvements
Base Bid
Deadwood, SD



SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	
<i>Compaction Testing</i>				
Soil Density Testing - Technician, Level I	28	Hour	\$88.00	\$2,464.00
Trip Charge (mileage)	16	Each	\$88.00	\$1,408.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual	1	Test	\$145.00	\$145.00
ASTM D698 Standard Proctor	2	Test	\$205.00	\$410.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	1	Test	\$150.00	\$150.00
Section Subtotal:				\$4,577.00
<i>Subgrade/Base Proof Roll Observations & Testing</i>				
Subgrade/Base Proof Roll Observations & Testing - Technician, Level II	3.5	Hour	\$103.00	\$360.50
Trip Charge (mileage)	2	Each	\$88.00	\$176.00
Section Subtotal:				\$536.50
<i>Concrete Testing</i>				
Concrete Testing - Technician, Level I	31.5	Hour	\$88.00	\$2,772.00
Concrete Cylinder Pickup - Technician, Level I	6	Hour	\$88.00	\$528.00
Trip Charge (mileage)	18	Each	\$88.00	\$1,584.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	56	Test	\$45.00	\$2,520.00
Section Subtotal:				\$7,404.00
<i>Bituminous Observations & Testing</i>				
Bituminous Density Testing - Technician, Level I	3.5	Hour	\$88.00	\$308.00
Bituminous Coring - Technician, Level I	3.5	Hour	\$88.00	\$308.00
Trip Charge (mileage)	4	Each	\$88.00	\$352.00
ASTM D2726 Specific Gravity and Density of Non-Absorptive Asphalt	6	Core	\$60.00	\$360.00
AASHTO T 209 Rice Theoretical Max Specific Gravity of Hot Mix Asphalt	2	Test	\$190.00	\$380.00
Section Subtotal:				\$1,708.00
<i>Project Management & Coordination</i>				
Project Management - Project Manager, Level I/Project Manager	8	Hour	\$150.00	\$1,200.00
Project Administrator	10	Hour	\$78.00	\$780.00
Section Subtotal:				\$1,980.00
ESTIMATED SALES BUDGET				\$16,205.50

PROJECT TESTING SERVICES FEE SCHEDULE
Crescent Drive Storm, Water and Street Improvements
Bid Alternate 1
Deadwood, SD



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Compaction Testing</i>			
Soil Density Testing - Technician, Level I	7	Hour	\$88.00
Trip Charge (mileage)	4	Each	\$88.00
Section Subtotal:			\$968.00
<i>Concrete Testing</i>			
Concrete Testing - Technician, Level I	9	Hour	\$88.00
Trip Charge (mileage)	4	Each	\$88.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	16	Test	\$45.00
Section Subtotal:			\$1,864.00
<i>Bituminous Observations & Testing</i>			
Bituminous Density Testing - Technician, Level I	3.5	Hour	\$88.00
Bituminous Coring - Technician, Level I	3.5	Hour	\$88.00
Trip Charge (mileage)	4	Each	\$88.00
ASTM D2726 Specific Gravity and Density of Non-Absorptive Asphalt	6	Core	\$60.00
AASHTO T 209 Rice Theoretical Max Specific Gravity of Hot Mix Asphalt	2	Test	\$190.00
Section Subtotal:			\$1,708.00
<i>Project Management & Coordination</i>			
Project Management - Project Manager, Level I/Project Manager	2	Hour	\$150.00
Project Administrator	3	Hour	\$78.00
Section Subtotal:			\$534.00
ESTIMATED SALES BUDGET			\$5,074.00

SERVICE AGREEMENT - TERMS AND CONDITIONS

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 4 - SAMPLES

4.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 -

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9- PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 22 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING (CONSTRUCTION)

22.1 - Client will furnish AET safe and legal site access.

22.2 - With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. South Dakota One Call), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

22.3 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

22.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

22.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

22.6 - Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 23 UNDERGROUND UTILITIES AND STRUCTURES AND FACILITIES (GEOTECH)

23.1 - Public Utilities: AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. SD One Call), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 23.

23.2 - Private Utilities and all other Equipment or Facilities: Client will mark or cause to be marked the location of all other Facilities, Equipment and/or Utilities that service or are located on the site including but not limited to private utilities. AET shall be entitled to rely upon the accuracy of all location information supplied by any source including the Client.

23.3 - Client acknowledges that location data may be incorrect or that some Facilities, Equipment or Utilities may not be capable of location and Client fully acknowledges and accepts this risk and waives any claims against AET for damages or claims arising out of or in any way related to incorrect locations of Utilities, Equipment or Facilities incapable of location.

23.4 - Client shall waive as against AET and further hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) by any third parties arising out of or related to the following: a) Facilities and utilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities and utilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities or utilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

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



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

MEMORANDUM

Date: April 23, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Re: Broken Boot Not-for-Profit Grant Request

The Broken Boot Gold Mine has submitted a Not-for-Profit grant for phase two to repair the exit tunnel of the mine. The total cost of this project is \$150,000.00. This request is for \$50,000.00.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$8,160.00 available.

This request is for phase two of their three phased project. Phase one was completed last year and phase two consists of exit tunnel supports and rock removal. The mine engineer will not sign off on opening the mine this year without this repair being completed.

The Historic Preservation Commission reviewed this request and feels the City Commission needs to view this request as an emergency repair to the exit of Broken Boot Gold Mine. The Historic Preservation Commission is making two recommendations which would provide the mine \$58,160.00 for these needed repairs.

Recommend approving the grant request for \$8,160.00 of which they have available.

AND

Recommend approving a one-time emergency grant of \$50,000.00 which will not affect their eligibility for future grant requests.

RECOMMENDATION: Move to approve the Not-For-Profit grant to the Broken Boot Gold Mine in the amount of \$8,160.00 and an emergency grant in the amount of \$50,000.00 for repairs to the exit tunnel of the mine.

GRANT FUND -
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

APPLICATION # _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

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

Application

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

1. Property Address:

Street	City	State	Zip
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2. Applicant Details:

TODAY'S DATE: 04/09/2026

Tessa Allen _____

Name	Daytime Telephone	E-mail Address
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Street	City	State	Zip
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3. Owner of Property**:

****NOTE:** Applicant must own/retain property;
 OR
Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;
 OR
 Applicant must have a firm written commitment with the owner to purchase the property.

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

Broken Boot Goldmine Board Board of Directors _____

Name	Daytime Telephone	E-mail Address
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Street	City	State	Zip
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GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

1. Property Address

	Deadwood	SD	57732
Street	City	State	Zip

2. Description of work to be performed as part of this project:

The project is currently in the phase two section of the three phase plan discussed with Kevin last year. This phase specifically addresses the upper portion of the exit drift in the mine. We successfully completed phase one last year and installed monitoring equipment that has been effective. Phase two is rock removal, rock bolting, installing mesh, and supports. This phase is safety driven and will ensure the stability of the exit drift. Due to rock degradation over the off-season we have to complete phase two to be able to open the mine. The potential of the BBGM not opening not only affects us as a non-profit, but it also will negatively affect the entire northern hills. The BBGM is one of the pillars of historic sites that we have to offer the millions of tourists that visit our area each year. Tourism is a driving force in our economy here and our rich history is the foundation for that tourism. We have served this community for decades and if the BBGM is not able to operate safely, it will not operate. The loss of educational and recreational opportunities for our visitors and locals will be damaging for all. Our engineers will not sign off on opening the mine without this work being done. RESPEC is the underground engineering company that makes these decisions and they have told us it is not safe to open until the phase two work is completed. If we do not complete it in a timely manner, it will continue to degrade and could potentially not be safe to open permanently.

3. Project budget – itemized and showing disbursement of funding

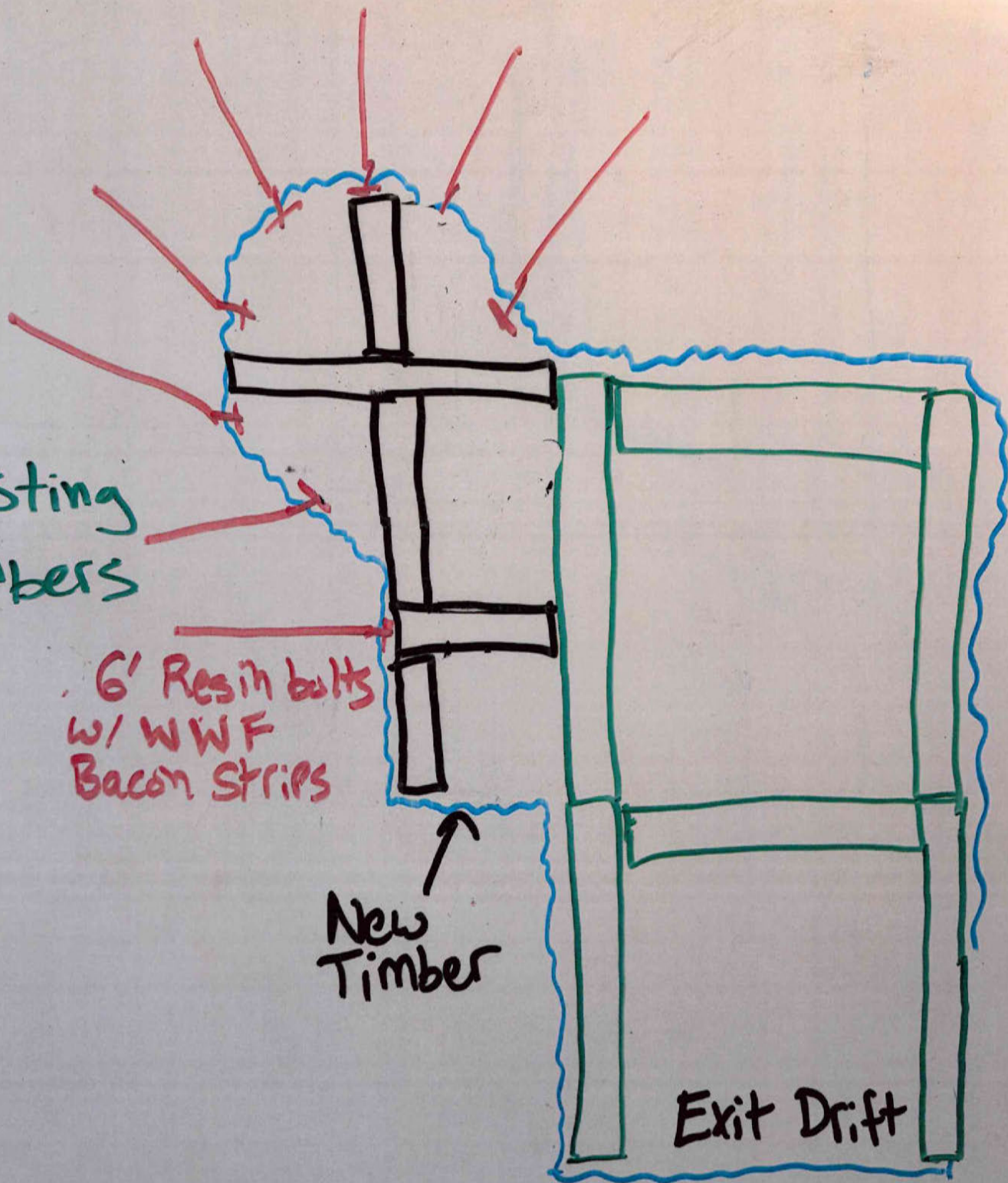
Description <i>(i.e. roof)</i>	Grant	Total
Upper exit tunnel supports	\$50,000.00	\$
and rock removal.	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total:	\$50,000.00	\$0.00

4. Total Project Cost: \$150,000.00	Grant Amount: \$50,000.00
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*GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM*

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

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

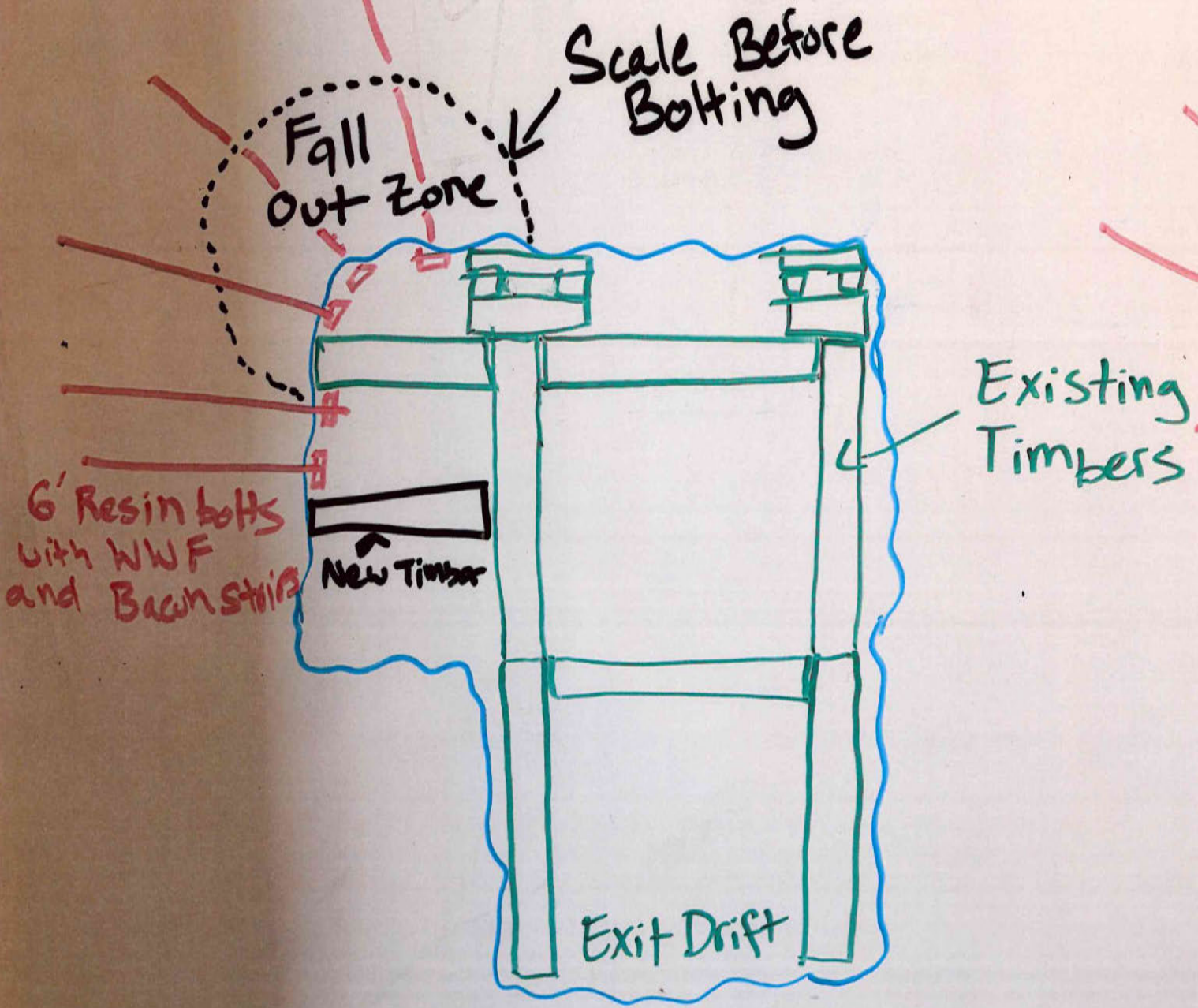


Existing
Timbers

6' Resin bolts
w/ WWF
Bacon Strips

New
Timber

Exit Drift









CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: April 22, 2026

Organization: Deadwood History, Inc.

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Jim Williams

Address: 150 Sherman Street

Phone #: 605-722-4800

Email: jim@deadwoodhistory.com

501 (c) 3- Non Profit: Yes No

Dates of Ticket Sales: May 21, 2026- October 3, 2026

Date of Raffle Drawing: October 3, 2026

Value of Raffle Prize: \$40,000.00 - DCC 150th Bike

Proceeds will benefit: Deadwood History and Artifact Pres

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____