



City Commission Regular Meeting Agenda

Tuesday, September 08, 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 August 17, 2026 City Commission Minutes and August 21, 2026 Special City Commission Meeting.

4. **Approve Bills**

- [a.](#) Approval of Bill List for September 8, 2026 and additional bill.

5. **Items from Citizens on Agenda**

- [a.](#) Proclamation recognizing and honoring our municipal workers for their dedicated service to our community.
- [b.](#) Proclamation declaring September as Library Card Sign-Up month in the City of Deadwood.
- [c.](#) Proclamation declaring September as Responsible Gaming Education month 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 accept resignation of water operator Olivia Weiler effective September 17, 2026.
- b. Permission to accept resignation of seasonal life-guard Maeve Campbell effective August 8, 2026.
- c. Permission to hire Timothy Ludolph as full-time Zoning Coordinator at \$25.00 per hour effective October 15, 2026 pending pre-employment screening.
- d. Permission to remove Lynette Quaschnick effective September 1, 2026 from the Deadwood Volunteer Fire Department roster for worker's compensation purposes.

- e. Permission to make 2026 budget allocation to Lawrence County Teen Court (Northern Hills Diversion) in the amount of \$8,500.00. (\$4,500 from Bed and Booze fund and \$4,000 from Police Dept.)
- [f.](#) Resolution 2026-23 Declare Surplus Property.
- [g.](#) Permission to allow Deadwood volunteer firefighters Steven Schramm and Faith Ericksen to attend Fire Fighter 1 training in St. Onge starting September 3, 2026 thru December 31, 2026 with use of truck 4.
- h. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Debra James and William Herrera Sr.
- [i.](#) Permission for Mayors to sign Agreement between the City of Deadwood and associated parties regarding construction of a single family dwelling unit located on Bavarian Lode Drive.
- [j.](#) Permission for the Mayor to sign the Joint Powers Agreement with South Dakota Department of Transportation (SDDOT) regarding cost-share on CCO#2 for the Crescent Street Reconstruction Project.
- [k.](#) Permission for Mayor to sign Permanent Retaining Wall Easement Agreement for 37 Lincoln Avenue.
- l. Permission to allow Avid4 Engineering to create a digital map for Oakridge Cemetery in an amount not to exceed \$3,000.00. (To be paid by Oakridge Professional Services.)
- [m.](#) Permission to accept low quote from Black Hills Isuzu Truck for a Tommy gate installed on Parks F-350 in the amount of \$6,085.00 (To be paid from Parks equipment line item)
- [n.](#) Permission to pay J & J Truck & Auto to repair the 2003 International dump truck damage at a cost not to exceed \$3,510.00. (To be paid by Streets repairs line item.)
- [o.](#) Permission to pay Inland Truck Parts & Service for motor replacement in Trolley 3 in an amount not to exceed \$24,804.44. Originally approved for Trolley 2 at August 3, 2026 meeting. (To be paid by Trolley Repairs Line Item.)
- [p.](#) Permission to pay Sacrison Asphalt for asphalt at Street shop in the amount of \$3,209.70. (To be paid by Streets Improvements line item.)
- [q.](#) Permission to purchase materials to rebuild the water pump house from Mead Lumber in an amount not to exceed \$6,000.00. (To be paid by Water Department Improvements budget.)
- r. Permission to purchase 5100 gallons of diesel fuel at \$5.24 a gallon from Southside Oil at a cost not to exceed \$26,724.00. (To be paid by Streets supplies line item.)
- s. Permission to amend street closure on Siever Street to 6:00 p.m. on Thursday, September 17, 2026 for Deadwood Jam. (Previously approved June 15 for Friday, September 18 at 6:00 a.m.)

- t. Permission to waive 45-day requirement and allow use of public property at the Event Complex for Lead Deadwood Youth Soccer Saturday, August 29 through Friday, October 30, 2026. (Recommendation from Event Committee on August 27.)
- u. Allow use of public property and waiver of fees at the Rec Center for Deadwood Lead 76ers Swim Team Swim Invitational on Friday, January 8 through Sunday, January 10, 2027. (Recommendation from Event Committee on August 27.)
- v. Permission to waive 45-day requirement and allow use of public property at the Rec Center for Deadwood Lead 76ers Swim Team Practice, Monday, September 21, 2026 through July 30, 2027. (Recommendation from Event Committee on August 27.)
- w. Permission to approve continuation of a Conditional Use Permit for Vacation Home Establishment – 819 Main Street – Deadwood Rentals - Main. (Recommendation from Planning and Zoning Commission on September 2, 2026 with nine (9) conditions.)
- x. Permission to approve continuation of a Conditional Use Permit for Vacation Home Establishment – 36 Water Street – Deadwood Rentals - Creekside. (Approved by Planning and Zoning Commission on September 2, 2026 with nine (9) conditions.)

7. **Bid Items**

- a. Permission to advertise and set bid opening at 2:00 p.m. on September 24, 2026 for RFP for Storage Spaces Direct (S2D) Servers with results to City Commission on October 5, 2026.

8. **Public Hearings**

- a. Hold public hearing for Fair in the Square: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, September 11 to 10:00 p.m. on Saturday, September 12, 2026.
- b. Set public hearing on September 21 for Lead Deadwood High School Homecoming Parade: street closure; Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, September 25, 2026 from 2:00 p.m. until parade ends. Parade will assemble in Event Center Parking Lot.

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1448 Amending Title 17 - Zoning for Amendment to the Zoning Map.
- b. Certification of Municipal Tax Levy for Fiscal Year 2027
- c. Permission to purchase real property in the amount of \$315,437.50 for the parcel legally described as Tract F of MS #283, City of Deadwood, Lawrence Co., SD; Lots 1-8, Block 1, Howard Addition, City of Deadwood, Lawrence Co., SD; Lot 6, Block F, Fargo Addition, City of Deadwood, Lawrence Co., SD; consisting of approximately 2.25 acres overall. Funding from the Deadwood Historic Preservation Commission for viewshed protection and public space and allow Historic Preservation Officer to sign purchase agreement and associated documents.

- d. Act as Board of Adjustment and approve/deny Application for Plat - 25 and 29 Terrace Street legally described as Lot 11AR, Block 64 and Lot 1AR, Block 65 formerly Lot 11A, Block 64 and Lot 1A, Block 65 and a portion of Lot 9, Block 64 Original Townsite, City of Deadwood, Lawrence County, South Dakota.
- e. Act as Board of Adjustment and approve/deny Request for Variance - 37 Lincoln Avenue legally described as The East twenty feet (20') of Lot Two (2) and the West 5' of Lot Three (3), Block 43, City of Deadwood, Lawrence County, South Dakota as shown in Rogers Map of the City of Deadwood. (Approved by Planning and Zoning Commission on September 2, 2026).
- f. Permission to approve six (6) month renewal of a Conditional Use Permit - 138 Sherman Street - Laundromat. (Approved by Planning and Zoning Commission September 2, 2026 with seven (7) conditions.)
- g. Permission for the Mayor to sign an agreement with Avid 4 Engineering for engineering services to replace the City Hall sidewalks at a cost not to exceed \$14,000.00. (To be paid by HP Capital Improvement.)
- h. Permission to accept quote from Sacrison Paving for a 2-inch overlay on Mickelson Trail Head in the amount not to exceed \$31,100.50. (To be paid by CIP line item.)
- i. Permission to sign Change Order #2 in the amount of \$128,437.24 from Underground Construction Inc on the Highway 85 Drinking Water Extension Project which brings contract total to be \$1,949,475.21.
- j. Permission to accept Change Order #3 in the amount of \$79,994.72 from Underground Construction for the Highway 85 Water Extension Project bringing new contract total to be \$2,029,470.53.

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

- a. Suicide Prevention week is September 13-19, 2026. Sidewalks in Deadwood and Lead will be painted with chalk to bring support, education and prevention to the cause. Please share #988 (Suicide and Crisis Lifeline) with friends, family, neighbors and strangers.
- b. Reminder of Neighborhood Block Club's annual Community Potluck Picnic will be held Friday, September 11, 2026 from 5:00 p.m. to 8:00 p.m. at Gordon Park.
- c. Raffle permit received from A Bridge Between Us. Drawing will be held October 24, 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 Union and/or Contractual negotiations per SDCL 1-25-2(4) w/possible action.

13. **Adjournment**

This will be a public meeting meeting which is now being accessed via Teams:

Join: <https://teams.microsoft.com/meet/295766885737435?p=4WDETbtXjKah6P1BHR>
Meeting ID: 295 766 885 737 435
Passcode: vG7u6iX6

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, AUGUST 17, 2026

The Regular Session of the Deadwood City Commission convened on Monday, August 17, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Matt Naasz, and Commissioners Charles Eagleson, Michael Johnson and Sharon Martinisko. Commissioner Mark Speirs was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of August 3. 2026. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the August 17, 2026 disbursements plus additional bills. Roll Call: Aye-All. Motion carried.

A & I DISTRIBUTORS	SERVICE	121.31
ACE HARDWARE	SUPPLIES	616.30
ALBERTSON ENGINEERING	PROJECT	6,399.82
AMAZON CAPITAL	SUPPLIES	3,534.82
AMERICAN ENGINEERING TESTING	PROJECT	299.00
AMERICAN LEGENDS	SERVICE	200.00
AVID4 ENGINEERING	PROJECT	27,340.00
BADGER METER	SERVICE	204.00
BH CHEMICAL	SUPPLIES	532.90
BH PIONEER	SERVICE	599.74
BLUEPEAK	SERVICE	250.03
BOMGAARS	SUPPLIES	699.94
BRULE COUNTY HISTORICAL	GRANT	7,500.00
BUTTE COUNTY EQUIPMENT	PAYMENT	7,251.38
CENTURY BUSINESS PRODUCTS	SERVICE	237.37
CHAINSAW CENTER	SUPPLIES	106.67
CIVICPLUS	SERVICE	8,103.37
CRANNY, KELLEY	REIMBURSEMENT	120.00
CULLIGAN	SUPPLIES	108.75
DARK CANYON COFFEE	SUPPLIES	131.80
DAYS OF '76	ALLOCATION	65,000.00
DEADWOOD CHAMBER	ALLOCATION	168,064.14
DEADWOOD CHAMBER - OUTLAW	SPONSOR	5,000.00
DEADWOOD HISTORY	SERVICE	25,122.50
DVFD	STAFFING	792.00
DEMCO	SUPPLIES	199.58
EBSCO	SERVICE	2,567.05
ECOLAB	SERVICE	134.19
FIB CREDIT CARDS	SUPPLIES	10,025.73
FULLER CONSTRUCTION	PROJECT	35,851.93
GALLS	UNIFORMS	63.88
GOLDEN WEST	SERVICE	3,932.48
GRIMM'S PUMP & INDUSTRIAL	SUPPLIES	433.44
GUNDERSON, PALMER, NELSON	SERVICE	12,488.80
HAYWORTH ENTERPRISES	PAYAPP #2	118,622.42
HAYWORTH ENTERPRISES	PAYAPP #3	237,429.56
HIGH PLAINS REMODELS	PROJECT	8,451.15
HOMETOWN MANUFACTURING	SUPPLIES	252.41
INTERSTATE BATTERY	SUPPLIES	143.28
IPS GROUP	SERVICE	8,979.10
KONE	SERVICE	4,238.04
LAWRENCE CO. REGISTER	SERVICE	120.00
LEAD-DEADWOOD SANITARY	SERVICE	36,287.46
LIBRARY JOURNAL	SUPPLIES	99.00
LOOKOUT PLAN + CODE CONSUL	SERVICE	903.60
M & T FIRE AND SAFETY	SUPPLIES	88.86
MARTINISKO, SHARON	REFUND	106.20
MED-TECH RESOURCE	SUPPLIES	118.02
MID-AMERICAN RESEARCH CHEM	SUPPLIES	1,026.84
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MIDWEST TAPE	SUPPLIES	332.34
MDU	SERVICE	119.76
MS MAIL	SERVICE	1,926.32
NHS OF THE BLACK HILLS	CONTRACT	5,020.90
ONSITE FIRST AID	SUPPLIES	179.43
PETE LIEN & SONS	SUPPLIES	1,200.00
PINEVIEW GROUP	PROGRAM	51,447.71
PLAINS TOWING	TOW	2,800.00
PRINCIPAL LIFE INSURANCE	INSURANCE	304.66
QUIK SIGNS	SERVICE	97.31
RASMUSSEN MECHANICAL	SERVICE	683.26
RCS CONSTRUCTION	PROJECT	31,621.70
RUNNING SUPPLY	SUPPLIES	59.37
SD DEPT. OF REVENUE	TAX	10,656.03
SD MAGAZINE	SUBSCRIPTION	29.00
SDN COMMUNICATIONS	SERVICE	2,646.00
SIMON MATERIALS	SUPPLIES	5,094.28
SOUTHSIDE SERVICE	SERVICE	340.00
STRICTLY TOOLBOXES	SUPPLIES	7,295.00
SUMMIT SIGNS AND SUPPLY	SUPPLIES	520.00
TALLGRASS LANDSCAPE	PROJECT	1,500.00
TOMS, DON	PROJECT	600.00
TRUGREEN	SERVICE	5,407.38

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ULINE	SUPPLIES	306.00
UNCLE COOKIE'S COFFEE	SUPPLIES	135.00
USA BLUEBOOK	SUPPLIES	57.27
VERIZON CONNECT	SERVICE	219.75
VIGILANT BUSINESS SOLUTION	SERVICE	243.50
WARNE GREEN FORCE	SERVICE	1,900.00
WATERS HARDWARE	GRANTS	487.93
WEKOLA	PROJECT	7,450.00
WELLMARK	INSURANCE	51,969.72
WEST RIVER SOLID WASTE	SERVICE	15,826.39
WESTERN COMMUNICATIONS	SUPPLIES	95.80
WHEELER LUMBER	SUPPLIES	2,700.00
		Total \$1,022,220.67

ITEMS FROM CITIZENS ON AGENDA

Awards

The acknowledged South Dakota State Library Certification awards to the following Library staff: Jessica Tolar, Monica Nepper, Kathy McKillip, Shanai Schwindt and Kennedy Penk. Mayor stated a certification award from the SD State Library Certification Committee highlights the library staff’s commitment to delivering high-quality library service, continually strengthening their professional skills, and having a certified director is considered on of the Essential Standards for Sd public libraries under the SDSL’s library accreditation program. She congratulated Penk and library staff on their achievement.

CONSENT

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

- A. Permission to accept resignation from trolley driver Nicholas Browning effective August 5, 2026.
- B. Permission to accept resignation of police officer Anthony McKeown effective August 5, 2026.
- C. Permission to accept resignation from Mt Moriah attendant Marnie Baker effective August 20, 2026.
- D. Permission to approve and adopt Emergency Action Plans for City Hall and the Deadwood Public Library.
- E. Permission to make 2026 budget allocation to Days of '76 in the amount of \$10,000.00 from Bed and Booze Fund.
- F. Permission to allow Fire Dept to apply for Ricochet Technical Rescue Gear Grant through National Volunteer Fire Council for personal protective equipment with no match from City.
- G. Resolution 2026-22 Declare Surplus Property.

RESOLUTION NO. 2026- 22

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:

2002 Dodge 2500 VIN#3B7KF26Z82M269467

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

- | | |
|---|---------------------------------|
| 9 - Assorted Sizes of Yellow Wildland Shirts | 4 – Fire Shelters |
| 16 - Assorted Sizes of Structure Gloves | 15 – Various Hoods |
| 11 - Assorted Sizes of Gear Bags | 23 – WL Back Packs |
| 2 – WL Helmets | 6 – Assorted Sizes WL Jumpsuits |
| 3 – Assorted Sizes of Structure Jackets | 3 – WL Pants |
| 2 – XX Large Structure Pants | 3 Boxes – Radio/Miscellaneous |
| 4 – Light Bars from Trucks | 1 – Wire Feed Welder |
| 2 – Meal Stretcher Basket | 1 – Plastic Stretcher Basket |
| 4 – Metal Light Stands | 7 – Motorola Pagers |
| 9 – Misc. Adaptors | 28 – Charging Bases |
| 21 – Emergency Pagers | 2 – Office Chairs |
| 1 – Mailbox | |
| Misc. Antena, Mounting Brackets, Speaker, Charger Spacers | |

REGULAR MEETING, AUGUST 17, 2026

Dated this 17th day of August, 2026

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ Charlie Struble-Mook, Mayor

- H. Permission to allow Mayor to sign agreement and release for utility billing at 670 Main Street.
- I. Permission to sign agreement with Craig Matson as lobbyist for City of Deadwood at a cost of \$20,000.00. (To be paid by 2027 Bed & Booze line item.)
- J. Permission to sign agreements with Sam Matson and 605 Strategies for lobbyist services for Deadwood Historic Preservation Commission at a total cost of \$20,000.00. (To be paid from 2027 HP Public Education line item.)
- K. Permission to allow Mayor to sign confidentiality and non-disclosure agreement with Real Properties of the Black Hills.
- L. Permission to pay Butler CAT replace brake accumulator on 2019 Cat 938M loader at a cost not to exceed \$6,374.54. (To be paid by Streets repairs line item.)
- M. Permission to approve subscription with Verizon Wireless for service to new camera in Deadwood Hill Trailhead Lot at \$30.00 per month. (To be paid by Parking & Transportation professional services line item.)
- N. Permission to purchase twenty-three Redi-Rock blocks from Pete Lien & Sons for street shop retaining wall project in an amount not to exceed \$2,895.00. (To be paid by Streets improvements line item.)
- O. Permission to purchase fifteen office chairs (for commission room) from Office Supply at cost not to exceed \$4,656.60. (To be paid by Public Buildings supplies line item.)
- P. Permission to purchase 5013 gallons of non-ethanol gas at \$3.81 per gallon from Southside Service at a price of \$19,099.53. (To be paid by Streets Supply line item.)
- Q. Permission to approve continuation of a Conditional Use Permit for Vacation Home Establishment – 64 Cliff Street – Owson Properties LLC for the next twelve (12) months. (Recommendation from Planning and Zoning Commission on August 5, 2026, with nine (9) conditions.)
- R. Permission for Mayor to sign Findings of Fact and Conclusion - 604 Main Street (Nugget Quarters) legally described as Lots 26 and 26A being a portion of Block 15, O.T., City of Deadwood, located in the SW 1/4 of Section 23, T5N, R3E, B.H.M., Lawrence County, South Dakota. (Approved by Planning and Zoning Commission August 6, 2026.)
- S. Allow use of public property at the Event Complex for Trunk or Treat from 4:00 p.m. to 6:00 p.m. on Saturday, October 31, 2026.

PUBLIC HEARINGS**Redemption Day**

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Johnson moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, August 29 to 1:00 a.m. on Sunday, August 30; and closure of Siever Street (if needed) from 6:00 a.m. on Saturday, August 29 to 1:00 a.m. on Sunday, August 30, 2026. Roll Call: Aye-All. Motion carried.

Oktoberfest

Public hearing was opened at 5:04 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available for questions, hearing closed. Martinisko moved, Eagleson seconded to approve open container in zones 1 and 2 Friday, October 2 from 5:00 to 10:00 p.m. and Saturday, October 3 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m.; street closure on Main Street from Deadwood Street to Pine Street from 10:00 a.m. to 4:00 p.m. and waiver of banner fees on Saturday, October 3, 2026. Roll Call: Aye-All. Motion carried.

Wild West Songwriters

Public hearing was opened at 5:05 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available for questions, hearing closed. Johnson moved, Eagleson seconded to approve open container in zones 1 and 2 on Thursday, October 15 and Friday, October 16 from 5:00 to 10:00 p.m., and Saturday, October 17, 2026 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, AUGUST 17, 2026

Deadweird

Public hearing was opened at 5:06 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available for questions, hearing closed. Martinisko moved, Eagleson seconded to approve open container in zones 1 and 2 Friday, October 30 from 5:00 p.m. to 10:00 p.m. and Saturday, October 31 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine Street from 4:00 p.m. Saturday, October 31 to 6:00 a.m. Sunday, November 1, 2026. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the Ordinance. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1448 Amending Title 17 Zoning for Amendment to the Zoning Map. Roll Call: Aye-All. Motion carried.

Resolution

City Attorney Naasz spoke about the resolution. Martinisko moved, Johnson seconded to approve Resolution 2026-21 authorizing Fire Chief as enforcement authority under Deadwood Municipal Ordinance 2.12.060. This Resolution had a prior publication date of August 20, 2026. Roll Call: Aye-All. Motion carried.

Purchase

Finance Officer McKeown spoke about the purchase. Martinisko moved, Johnson seconded to allow Deadwood Fire Dept. to purchase four (4) Motorola APX N30 radios including hardware, setup and installation from Western Communications in an amount not to exceed \$14,815.32. (To be paid from Fire Dept. Equipment budget with \$7,000 reimbursed from SD Wildland Grant.) Roll Call: Aye-All. Motion carried.

Change Order

Public Works Director Stalder spoke about the project. Martinisko moved, Eagleson seconded to approve Change Order #1 from Hayworth Enterprises in the amount of \$20,838.11 for the Crescent Drive Project bringing total contract to \$1,792,874.88. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from SD Trucking Association NextGen. Drawing will be held September 3, 2026.
- B. Next City Commission meeting will be held Tuesday, September 8, 2026 due to observance of Labor Day.

Resident, David Herdt, asked how to increase the city-wide garage sales addresses during Wild Bill Days. Commission Martinisko told him to reach out to the Monument Hospital, who coordinates the sales. He also thanked the Police Department, Sheriff's Office and Highway Patrol for an outstanding job during the Sturgis Rally. Police Chief Shafer gave an update on the statistics.

Attorney Naasz 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

Martinisko moved, Johnson seconded to adjourn the regular session at 5:18 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 Tuesday, September 9, 2026 at 5:00 p.m.

After coming out of executive session,

Martinisko moved, Johnson seconded to allow the Planning, Zoning and Historic Preservation Officer to sign purchase agreement for property located at 15 Dunlap Avenue, Deadwood in the amount of \$130,000.00 from Gerald Porter. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, AUGUST 17, 2026

Martinisko moved, Johnson seconded to adjourn at 5:46.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer
Published once at the total approximate cost of _____

BY: _____
Charlie Struble-Mook, Mayor

SPECIAL MEETING, AUGUST 21, 2026

These minutes are unofficial until approved at the next regular commission meeting on September 8, 2026.

The Special Session of the Deadwood City Commission convened on Friday, August 21, 2026 at 8:30 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. 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 and Sharon Martinisko. Commissioner Mark Speirs was absent. All motions passed unanimously unless otherwise stated.

PUBLIC HEARINGS

Set

Johnson moved, Martinisko seconded to waive 45-day requirement and set public hearing on September 8 for Fair in the Square as amended. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Contract

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the contract. Martinisko moved, Johnson seconded to allow Mayor to sign contract with Rangle Construction for repairs/restoration of front façade and roof edge to Deadwood Recreation Center in the amount not to exceed \$95,000.00. (To be paid by Historic Preservation Capital Assets line item.) Roll Call: Aye-All. Motion carried.

Change Order

Public Works Director Stalder and Finance Officer McKeown spoke about the project. Martinisko moved, Johnson seconded to allow Mayor to sign Change Order #2 and authorize additional scope of work through Change Order #2 to the Crescent Street Reconstruction Project per unit price of the contract with Hayward Construction in an amount not to exceed \$218,697.50 as amended with cost shared amongst South Dakota Department of Transportation, Lead Deadwood Sanitary District, Deadwood Days of '76, and City of Deadwood per the associated Financial Agreement document. Roll Call: Aye-All. Motion carried.

Agreement

Kuchenbecker spoke about the agreement. Martinisko moved, Eagleson seconded to allow Mayor to sign financial agreement with South Dakota Department of Transportation, Lead Deadwood Sanitary District, Deadwood Days of '76, and City of Deadwood for additional work on the Crescent Street Reconstruction Project. Roll Call: Aye-All. Motion carried.

Agreement

Stalder spoke about the project. Martinisko moved, Eagleson seconded to allow Mayor to sign Maintenance and Use Agreement with Deadwood Days of '76 for use of property as snow dump area. Roll Call: Aye-All. Motion carried.

Proposal

Stalder spoke about the proposal. Martinisko moved, Johnson seconded to allow Mayor to sign proposal from Chamberlin Architects for design and administrate the exterior remodel of the Streets and Parks Buildings at a cost not to exceed \$22,000.00. (To be paid by Streets Professional Services line item.) Roll Call: Aye-All. Motion carried.

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 8:44 a.m. The next regular meeting will be Tuesday, September 9, 2026 at 5:00 p.m.

ATTEST:DATE: _____

Jessica McKeown, Finance Officer

Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5614	FIRST AMERICAN TITLE	I-09012026	215-4577-780	CAPITAL ASSET 2.25 ACRE RAILROAD PROPERTY	000000	47,315.00
			FUND	215 HISTORIC PRESERVATION	TOTAL:	47,315.00
					REPORT GRAND TOTAL:	47,315.00

PACKET: 07614 09/09/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 111 COMMISSION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		I-13QD-NY67-HWXY	101-4111-426	SUPPLIES FARMERS MARKET SUPP - FIN	000000	72.05
				DEPARTMENT 111 COMMISSION	TOTAL:	72.05
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,350.89
01-0545	LYNNS DAKOTA MART					
		I-0050-081126	101-4142-426	SUPPLIES DEPT HEAD MEETING - FIN	000000	37.94
				DEPARTMENT 142 FINANCE	TOTAL:	3,388.83
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81
01-0436	BLACK HILLS WINDOW CLEA					
		I-155856	101-4192-422-10	PROFESSIONAL JULY 2 WINDOW CLEANING/LIBRARY	000000	572.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 08/24/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	61.16
		I-NAT GAS 08/24/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	56.56
		I-NAT GAS 08/24/26	101-4192-428-04	UTILITIES - C CITY HALL	000000	59.20
		I-NAT GAS 08/24/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	63.78
		I-NAT GAS 08/24/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	21.17
		I-NAT GAS 08/24/26	101-4192-428-09	UTILITIES - H HARCC	000000	53.94
		I-NAT GAS 08/24/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	25.95
		I-NAT GAS 08/24/26	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	2,541.42
		I-NAT GAS 08/24/26	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS STRTS	000000	27.95
		I-NAT GAS 08/24/26	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	31.31
		I-NAT GAS 08/24/26	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	21.17
		I-NAT GAS 08/24/26	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	76.26
		I-NAT GAS 08/24/26	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	53.94
01-0578	WATERS HARDWARE					
		C-A93606	101-4192-426	SUPPLIES RETURN/PUB BLDGS	000000	9.49-
		I-19891	101-4192-425-01	REPAIRS - ADA OAK COVE/ADAMS HOUSE	000000	17.99
		I-19894	101-4192-425-01	REPAIRS - ADA OAK COVE-SPRAY PRIMER/AD HS	000000	26.48
		I-19908	101-4192-425-01	REPAIRS - ADA BRUSHES-SATIN PAINT/ADAMS HS	000000	67.25
		I-19962	101-4192-425-13	REPAIRS - REC GRND SWITCH-SWITCH COVER/REC	000000	4.28
		I-20008	101-4192-425-01	REPAIRS - ADA CUTTER-CEMENT-ELBOW-TEE/AD HS	000000	45.78
		I-20065	101-4192-426-13	SUPPLIES - RE (19) FILTERS/REC CENTER	000000	189.81
		I-20092	101-4192-425-04	REPAIRS - CIT WALLPLATE-STICK-BRACKET/CITY H	000000	51.77
		I-20105	101-4192-425-04	REPAIRS - CIT OUTLET-WALLPLATE/CITY HALL	000000	8.08
		I-20198	101-4192-425-21	REPAIRS - WEL ALKALINE BATTERY/WELCOME	000000	22.99
		I-20265	101-4192-426	SUPPLIES MAXGELCLOG/PUB BLDGS	000000	22.99
		I-20529	101-4192-425-04	REPAIRS - CIT (2) HIGH RATE BATTERY/CITY HA	000000	89.98

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0578	WATERS HARDWARE	continued				
		I-20568	101-4192-425-06	REPAIRS - DAY CHRM DUOFIT AERATOR/GRANDSTAN	000000	8.27
		I-20618	101-4192-425-23	REPAIRS - WAT BOLTS-SCREWS-SNAP LINK/PRV	000000	67.37
		I-20628	101-4192-425-23	REPAIRS - WAT CONNECTOR-COUPPLING/PRV	000000	10.98
		I-20632	101-4192-426-23	SUPPLIES - WA PAINT-BRUSH-ADHESIVE/WATER	000000	22.45
		I-20646	101-4192-426	SUPPLIES STRAP-ELBOW-SCREWDRIVER/PB	000000	39.96
		I-20655	101-4192-425-23	REPAIRS - WAT CAULK-PENCIL-TOOL-BRSH-TAPE/PR	000000	71.23
		I-20663	101-4192-425-23	REPAIRS - WAT CONDITIONER-BRUSH-PAINT/PRV	000000	73.25
		I-20666	101-4192-426	SUPPLIES ADHESIVE CAULK/PUB BLDGS	000000	7.49
		I-20671	101-4192-426	SUPPLIES BOLTS-SCREWS-ALUM VALLEY/PB	000000	3.63
		I-20684	101-4192-425-10	REPAIRS - LIB BUCKET-REMOVER-SOAP-BRSH/LIB	000000	34.45
		I-20686	101-4192-426	SUPPLIES FLEX TAPE-SEALANT/PUB BLDG	000000	57.97
		I-20695	101-4192-425-13	REPAIRS - REC URINAL KIT-BREAKER KIT/REC	000000	89.97
01-1003	VERIZON WIRELESS					
		I-6150751658	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	39.73
01-1230	INTERSTATE ALL BATTERY					
		I-1901002032981	101-4192-426-17	SUPPLIES - DA (4) HSL 1125 12V 22AH 90WPC/DA	000000	258.96
01-1502	BLACK HILLS CHEMICAL					
		I-321063	101-4192-426	SUPPLIES NILOTRON-SOAP-TP-ROLL TOWEL/PB	000000	1,111.27
		I-321390	101-4192-426	SUPPLIES OPTICORE TP-ROLL TOWEL/PB	000000	905.08
01-1626	SERVALL UNIFORM AND LIN					
		I-08/04/26 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1223584	000000	52.66
		I-08/04/26 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1223586	000000	51.75
		I-08/06/26 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1224827	000000	86.19
		I-08/06/26 INVOICES	101-4192-426-11	SUPPLIES - PA CHAMBER / 1224822	000000	167.54
		I-08/06/26 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1224829	000000	308.67
		I-08/06/26 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1224826	000000	110.62
		I-08/06/26 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1224825	000000	89.17
		I-08/06/26 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1224823	000000	50.96
		I-08/18/26 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1229162	000000	52.66
		I-08/18/26 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1229164	000000	51.75
		I-08/20/26 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1230343	000000	224.34
		I-08/20/26 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1230342	000000	86.19
		I-08/20/26 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1230339	000000	54.60
		I-08/20/26 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1230344	000000	308.67
		I-08/20/26 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1230341	000000	110.62
		I-08/20/26 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1230340	000000	89.17
01-1653	AUTO VALUE CENTRAL CITY					
		I-832074702	101-4192-425-13	REPAIRS - REC SECTION-HEX NUT-FLAT-CAP/REC	000000	53.48
		I-832075184	101-4192-426-13	SUPPLIES - RE (2) CLASSICAL SECTION WR/REC	000000	75.86
01-3032	OTIS ELEVATOR COMPANY					
		I-100402433175	101-4192-422-02	PROFESSIONAL ELEV MAINT 09/01-11/30/26/AD M	000000	463.08
		I-100402433175	101-4192-422-09	PROFESSIONAL ELEV MAINT 09/01-11/30/26/HARC	000000	463.08

PACKET: 07614 09/09/26 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
01-3151	KONE CHICAGO	I-872124146	101-4192-422-17	PROFESSIONAL- AUGUST ELEV MAINT/DAYS MUS	000000	212.74
01-3314	CENTURY BUSINESS PRODUC	I-859019-A	101-4192-422	PROFESSIONAL COPIER-CONTRACT-FIN	000000	81.77
		I-863867-A	101-4192-422	PROFESSIONAL COPIER-CONTRACT-FIN	000000	51.90
		I-869306	101-4192-422	PROFESSIONAL COPIER-07/09/26-08/08/26-FIN	000000	224.78
01-3342	RASMUSSEN MECHANICAL SE	I-SRV135180	101-4192-425-13	REPAIRS - REC REPAIRS TO POOLPAK 1/REC	000000	566.32
		I-SRV135201	101-4192-425-01	REPAIRS - ADA REPAIRS FAN COIL #2 ATTIC/AD H	000000	426.74
		I-SRV135424	101-4192-425-21	REPAIRS - WEL REPAIRS LEAKING FLANGE/WELCOME	000000	902.68
		I-SRV135678	101-4192-425-04	REPAIRS - CIT REPAIRS TO RTU-4/CITY HALL	000000	1,394.00
		I-SRV135700	101-4192-425-13	REPAIRS - REC REPAIRS TO POOLPAK 1 FAN/REC	000000	610.12
01-3421	S AND C CLEANERS	I-09/02/26 INV 140	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-09/02/26 INV 140	101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-09/02/26 INV 140	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-09/02/26 INV 140	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	612.00
		I-09/02/26 INV 140	101-4192-422-18	PROFESSIONAL FOOTBALL FIELD	000000	198.00
		I-09/02/26 INV 140	101-4192-422-11	PROFESSIONAL PARKS GORDON	000000	648.00
		I-09/02/26 INV 140	101-4192-422-03	PROFESSIONAL BALLPARK	000000	324.00
		I-09/02/26 INV 140	101-4192-422-06	PROFESSIONAL- RODEO STEER ROPING	000000	216.00
		I-09/02/26 INV 170	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-09/02/26 INV 170	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-09/02/26 INV 170	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-09/02/26 INV 170	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-09/02/26 INV 170	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
01-3838	BLUEPEAK	I-TELEPHONE 08/21/26	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	10.00
		I-TELEPHONE 08/21/26	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	613.18
		I-TELEPHONE 08/21/26	101-4192-428-07	UTILITIES - F FIRE HALL #4501	000000	295.07
		I-TELEPHONE 08/21/26	101-4192-428-08	UTILITIES - H HISTORY CENTER #0602	000000	257.20
		I-TELEPHONE 08/21/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	500.06
		I-TELEPHONE 08/21/26	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE #1901	000000	213.21
		I-TELEPHONE 08/21/26	101-4192-428-13	UTILITIES - R REC CENTER INTERNET #4601	000000	82.99
		I-TELEPHONE 08/21/26	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER #4001	000000	109.76
01-3964	CONVERGINT TECHNOLOGIES	I-IN00520597	101-4192-425-04	REPAIRS - CIT RESET SOFTWARE SERVER/CITY HAL	000000	204.08
01-3977	ACE HARDWARE OF LEAD	I-048100	101-4192-425	REPAIRS CONDUIT COUPLING/PUB BLDGS	000000	2.15
01-4711	AMAZON CAPITAL SERVICES	I-144X-1FFT-HP3J	101-4192-425-21	REPAIRS - WEL (6) FAUCET SOLEN RETROKIT/WELC	000000	254.22
		I-1NWH-XXMF-CTXP	101-4192-425-01	REPAIRS - ADA (2) ANTIQUE PUSH BUTTON/AD HOU	000000	41.98

PACKET: 07614 09/09/26 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
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1R3M-31V1-PW96	101-4192-426	SUPPLIES LAM SHEETS/PUB BLDGS	000000	23.74
01-4944	QUADIENT FINANCE USA, I					
		I-082526	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-4945	QUADIENT LEASING USA, I					
		I-Q2485599	101-4192-422	PROFESSIONAL LEASE PYMT 9-10-26 TO 12-09-26	000000	245.46
01-4957	ONSITE FIRST AID, LLC					
		I-08/24/26 INVOICES	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	33.13
		I-08/24/26 INVOICES	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	29.18
		I-08/24/26 INVOICES	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	86.16
01-5356	CED SPEARFISH					
		I-8170-1022029	101-4192-425-04	REPAIRS - CIT 2X4 LED FLAT-A19 15W 3K/CITY H	000000	1,080.00
01-5612	OFFICESUPPLY.COM					
		I-7132291-01	101-4192-426-04	SUPPLIES - CI (14) OFFICE CHAIRS/CITY HALL	000000	4,479.86
		I-7132291-02	101-4192-426-04	SUPPLIES - CI ERGONOMIC OFFICE CHAIR/CITY HA	000000	319.99
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	33,356.12
01-4711	AMAZON CAPITAL SERVICES					
		I-1QGX-MPPP-7C16	101-4193-426	SUPPLIES ETHERNET SWITCHES - FIN	000000	63.40
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	63.40
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	15,918.72
01-0508	GALLS LLC					
		I-035733901	101-4210-426	SUPPLIES SHORTS/UNIFORM-CASEY - PD	000000	137.62
		I-035741085	101-4210-426	SUPPLIES SERVICE LETTERS-JOHN-PD	000000	34.49
		I-035752077	101-4210-426	SUPPLIES NAME PLATE-JOHN - PD	000000	10.01
		I-035829345	101-4210-426	SUPPLIES SUPPLIES-TYLER-KYLE - PD	000000	221.76
01-0545	LYNNS DAKOTA MART					
		I-0049-081026	101-4210-426	SUPPLIES SUPPLIES - PD	000000	21.96
01-4195	MARCO					
		I-42693068	101-4210-422	PROFESSIONAL COPIER CONTRACT - PD	000000	294.60
01-4460	SHAFER, CORY					
		I-220344491750	101-4210-426	SUPPLIES SUPPLIES - PD	000000	132.61
01-4711	AMAZON CAPITAL SERVICES					

PACKET: 07614 09/09/26 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
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1DC3-F3MD-P9GN	101-4210-426	SUPPLIES	EXTERNAL HRD DRV - PD	000000 189.99
		I-1HCP-YMFJ-J3T7	101-4210-426	SUPPLIES	HOLSTER - PD	000000 25.94
01-5133	BLUE TO GOLD, LLC					
		I-B2G-STBABB-220473	101-4210-427	TRAVEL	SRO BASICS & BEYOND - PD	000000 249.00
01-5207	SAFE LIFE DEFENSE					
		I-32566218	101-4210-426	SUPPLIES	VEST/UNIFORM-WEBB -PD	000000 539.10
				DEPARTMENT 210 POLICE	TOTAL:	17,775.80
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 672.89
01-0578	WATERS HARDWARE					
		C-62826/S	101-4221-426	SUPPLIES	CREDIT FOR DOUBLE PAYMENT FD	000000 85.95-
		I-20037	101-4221-426	SUPPLIES	CLEAR TAPE - FD	000000 22.99
		I-20620	101-4221-426	SUPPLIES	HAND TOOL SUPPLIES - FD	000000 63.95
01-0782	JACOBS PRECISION WELDIN					
		I-32929	101-4221-434	MACHINERY/EQU	HOSE RACK LWR TRK BAY - FD	000000 159.00
01-1430	MOTOROLA SOLUTIONS, INC					
		I-8282382860	101-4221-434	MACHINERY/EQU	RADIOS FROM VFA GRANT - FD	000000 633.60
		I-8282382872	101-4221-434	MACHINERY/EQU	RADIOS FROM VFA GRANT - FD	000000 13,505.12
		I-8282384152	101-4221-434	MACHINERY/EQU	RADIOS FROM VFA GRANT - FD	000000 676.60
01-1653	AUTO VALUE CENTRAL CITY					
		I-832076395	101-4221-425	REPAIRS	RED LED - ENG #1 - FD	000000 11.99
01-3170	MED-TECH RESOURCE LLC					
		I-160687	101-4221-426	SUPPLIES	MED KIT BAG FOR TRK - FD	000000 101.23
		I-160778	101-4221-434	MACHINERY/EQU	FLARES TRK4 RESC 3 - FD	000000 516.89
01-3977	ACE HARDWARE OF LEAD					
		I-47947	101-4221-426	SUPPLIES	WINDSHIELD WASHER - FD	000000 12.12
		I-48006	101-4221-426	SUPPLIES	FUEL PRES WSHR, GLASS CLNR-FD	000000 134.04
		I-48024	101-4221-426	SUPPLIES	CLEANING SUPPLIES - FD	000000 55.69
		I-48133	101-4221-426	SUPPLIES	6 FT LADDER - FD	000000 143.99
01-4711	AMAZON CAPITAL SERVICES					
		I-1THJ-KK3L-W9XW	101-4221-426	SUPPLIES	ELEVATOR DOOR KEYS-FD	000000 38.31
		I-1XLL-3GRL-X9MM	101-4221-426	SUPPLIES	MICRO TOWELS FOR TRUCKS-FD	000000 131.07
01-5618	SD CHAPTER IAAI					
		I-090426	101-4221-427	TRAVEL	FIRE INVESTIGATION CONF-FETTER	000000 150.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		16,943.70

PACKET: 07614 09/09/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/26	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-1003	VERIZON WIRELESS	I-6150751658	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	699.86
01-0412	AMERICAN ENGINEERING TE	I-PJI-092749	101-4310-437	CAPITAL OUTLA CRESCENT DR UTILITIES-IMP/STRT	000000	2,352.25
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/26	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,006.95
01-0575	SOUTHSIDE OIL	I-099348	101-4310-426	SUPPLIES (5013) GALS FUEL/STRTS	000000	19,099.53
01-0578	WATERS HARDWARE	I-20295	101-4310-426	SUPPLIES CONCRETE MIX-ANCHOR ADHES/STRT	000000	107.45
		I-20317	101-4310-426	SUPPLIES BRUSH-REPELLANT-SPRAY/STRTS	000000	51.04
		I-20318	101-4310-425	REPAIRS (3) 50# FAST CONCRETE MIX/STRT	000000	43.47
		I-20364	101-4310-426	SUPPLIES (3) BAKING SODA/STRTS	000000	5.37
		I-20410	101-4310-426	SUPPLIES (2) 3V LITHIUM WATCH BATT/STRT	000000	15.98
		I-20491	101-4310-426	SUPPLIES (2) STAND N SPRAY/STRTS	000000	69.98
		I-20504	101-4310-426	SUPPLIES HEX KEY-METRIC HEX KEY/STRTS	000000	47.98
		I-20565	101-4310-426	SUPPLIES MISC BOLTS-SCREWS/STRTS	000000	7.49
01-1003	VERIZON WIRELESS	I-6150751658	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.60
01-1322	PETE LIEN & SONS, INC.	I-CD9445110	101-4310-433	IMPROVEMENTS STREET SHOP WALL - STRS	000000	2,895.00
01-1374	BUTLER MACHINERY COMPAN	I-06W00237515	101-4310-425	REPAIRS BRAKE ACCUMULATOR FAULT/STRTS	000000	6,058.77
01-1500	A & B WELDING	I-0088082830	101-4310-422	PROFESSIONAL 3 YR CYL LEASE-ADMIN COMP/STRT	000000	144.95
01-1653	AUTO VALUE CENTRAL CITY	C-832074846	101-4310-426	SUPPLIES BATTERY RETURN/STRTS	000000	233.99-
		I-832074735	101-4310-426	SUPPLIES STEEL BACKED #9 SING/STRTS	000000	7.39
		I-832074792	101-4310-426	SUPPLIES (6) PRIME DEXCOOL/STRTS	000000	101.94
		I-832075036	101-4310-426	SUPPLIES 3 PK BAYSIDE BREEZE/STRTS	000000	4.99
		I-832075037	101-4310-426	SUPPLIES 3 PK NEW CAR SCENT/STRTS	000000	4.99
		I-832075381	101-4310-426	SUPPLIES ALL SEASON BL-55 GAL DRUM/STRT	000000	356.33
		I-832076333	101-4310-426	SUPPLIES SCRAPER SET-BLOW GUN-PLUG/STRT	000000	122.91
		I-832076628	101-4310-426	SUPPLIES 1/4 DR 3/16 HEX BIT/STRTS	000000	4.95

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	AUTO VALUE CENTRAL CITY	continued				
		I-832076677	101-4310-426	SUPPLIES	MINIATURE LAMP STA-10 PK/STRTS 000000	12.73
		I-832076724	101-4310-426	SUPPLIES	(10) 14.5 OZ RED N TACKY/STRTS 000000	79.90
01-1681	BIERSCHBACH EQUIPMENT &					
		I-220607	101-4310-433	IMPROVEMENTS	BROWN ACID STAIN-SEALER/STRTS 000000	434.59
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-041388	101-4310-426	SUPPLIES	(3) COPPER NAPHTHENATE/STRTS 000000	510.00
01-3060	QUIK SIGNS					
		I-55697	101-4310-426	SUPPLIES	VARIOUS SIGNS PECK GARDENS/STR 000000	410.36
01-3314	CENTURY BUSINESS PRODUC					
		I-868803	101-4310-422	PROFESSIONAL	CONTRACT BASE-COPIES/STRTS 000000	45.49
01-3837	SACRISON ASPHALT					
		I-26079-04	101-4310-425	REPAIRS	24.04 ASPHALT SALE/STRTS 000000	1,875.12
01-4687	TREE WISE MEN					
		I-1852	101-4310-425	REPAIRS	TAKE DOWN HAUL TREE 45 BURNHAM 000000	2,200.00
01-5052	AVID4 ENGINEERING					
		I-26-106.6	101-4310-437	CAPITAL OUTLA	CRESCENT DRIVE IMPROVEMENTS 000000	20,355.00
01-5178	LEGENDARY ELECTRIC LLC					
		I-5403	101-4310-425	REPAIRS	PIPE-WIRE LIGHT-DAMPERS/STRTS 000000	240.90
		I-5424	101-4310-437	CAPITAL OUTLA	CRESCENT ST WIRE TO METER/STR 000000	1,334.84
01-5512	MEAD LUMBER					
		I-13908924	101-4310-426	SUPPLIES	NAIL FINISH 1.25" BX3655/STRTS 000000	49.99
DEPARTMENT 310 STREETS						TOTAL: 59,860.24
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	5,706.01
01-0467	CULLIGAN OF THE BLACK H					
		I-0027183	101-4520-422	PROFESSIONAL	(9) 5 GAL BOTTLES WATER/PARKS 000000	65.25
01-0578	WATERS HARDWARE					
		I-20042	101-4520-426	SUPPLIES	ADAPTER-RIVET TOOL/PARKS 000000	117.97
		I-20054	101-4520-426	SUPPLIES	BEDLINER/PARKS 000000	37.98
		I-20071	101-4520-426	SUPPLIES	EXTRACTOR-COUPLING/PARKS 000000	32.47
		I-20098	101-4520-426	SUPPLIES	(3) DRILL BITS/PARKS 000000	44.97
		I-20245	101-4520-426	SUPPLIES	(2) BLOOM BOOSTER/PARKS 000000	39.98
		I-20246	101-4520-426	SUPPLIES	(3) GAPNCRAK SEALANT/PARKS 000000	32.97
		I-20249	101-4520-426	SUPPLIES	ADAPTER-ELBOW-UNION-CLMP/PARKS 000000	26.93

PACKET: 07614 09/09/26 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
01-0578	WATERS HARDWARE	continued				
		I-20302	101-4520-426	SUPPLIES SURVEY STAKE-TAPE MEASURE/PARK	000000	37.98
		I-20332	101-4520-425	REPAIRS (7) BLUEWEDGE ANCHOR/PARKS	000000	398.93
		I-20431	101-4520-426	SUPPLIES (2) 6' BLK CORD/PARKS	000000	99.98
		I-20577	101-4520-426	SUPPLIES CLAMP-BOLT-LINK/PARKS	000000	115.76
01-0653	FASTENAL COMPANY					
		I-SDRA1162523	101-4520-426	SUPPLIES CABLE TIES-YEL CAUT TAPE/PARKS	000000	131.37
01-1498	A & J SUPPLY					
		I-2782	101-4520-426	SUPPLIES (4) 10' 1" PIPE FOOTBALL/PARKS	000000	160.00
01-1502	BLACK HILLS CHEMICAL					
		I-321311	101-4520-426	SUPPLIES (25) 45 GAL GARB BAGS/PARKS	000000	1,002.50
		I-321312	101-4520-426	SUPPLIES (25) 45 GAL GARB BAGS/PARKS	000000	994.00
		I-321313	101-4520-426	SUPPLIES (22) 45 GAL GARB BAGS/PARKS	000000	874.72
01-1653	AUTO VALUE CENTRAL CITY					
		I-832074654	101-4520-426	SUPPLIES (2) SNOWDRIVER/PARKS	000000	29.98
		I-832075283	101-4520-426	SUPPLIES BATTERY/PARKS	000000	83.99
		I-832075882	101-4520-426	SUPPLIES SOCKET-ROCKER-MALE CONN/PRKS	000000	42.96
01-3977	ACE HARDWARE OF LEAD					
		I-047920	101-4520-426	SUPPLIES COFFE MAKER/PARKS	000000	107.99
01-4687	TREE WISE MEN					
		I-1853	101-4520-422	PROFESSIONAL TAKE-DOWN HAUL WILLOW TR/PRKS	000000	2,400.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1R3M-31V1-PW96	101-4520-426	SUPPLIES STROBE LIGHTS-CONNECTOR/PARKS	000000	59.98
01-5512	MEAD LUMBER					
		I-13811463	101-4520-425	REPAIRS (3) 1X6-8' S1S2E CEDAR/PARKS	000000	59.61
					DEPARTMENT 520 PARKS	TOTAL: 12,704.28
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 672.89
					FUND 101 GENERAL FUND	TOTAL: 145,537.00

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,345.78
01-1557	DEMCO INC					
		I-7840752	206-4550-426	SUPPLIES BOOK PROCESSING SUPPLIES-LIB	000000	104.15
01-4711	AMAZON CAPITAL SERVICES					
		I-1DQH-K67J-NNJ3	206-4550-426	SUPPLIES OFFICE SUPPLIES - LIB	000000	29.05
		I-1DQH-K67J-NNJ3	206-4550-434	COLLECTION DE BOOK FOR COLLECTION	000000	31.58
		I-1DQH-K67J-NNJ3	206-4550-422	PROFESSIONAL REPLCMNT COPY/SEE CORRSP	000000	12.10
		I-1M3J-MW7W-WJ64	206-4550-434	COLLECTION DE BOOK- GOOD NIGHT SD-LIB	000000	9.95
01-5613	BLACK HILLS RAPTOR CENT					
		I-2203	206-4550-424	PROGRAMMING SUMMER READING PROGRAM-LIB	000000	231.20
DEPARTMENT 550 LIBRARY						TOTAL: 1,763.81
FUND 206 LIBRARY FUND						TOTAL: 1,763.81

PACKET: 07614 09/09/26 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
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,687.33
01-0578	WATERS HARDWARE					
		I-20270	209-4510-426	SUPPLIES HEX HEAD/REC CENTER	000000	37.99
		I-20323	209-4510-426	SUPPLIES ANCHOR PROJECT KIT/REC	000000	34.37
		I-20361	209-4510-426	SUPPLIES MARKER-FLEX BAG/REC	000000	40.47
		I-20551	209-4510-426	SUPPLIES (2) RUBBER STEM CASTER/REC	000000	25.98
		I-20579	209-4510-426	SUPPLIES CHAIN SWIVEL/REC	000000	16.99
		I-20595	209-4510-426	SUPPLIES 3 MIL THERMAL POUCHES/REC	000000	19.99
		I-20658	209-4510-426	SUPPLIES (2) EYE BOLTS/REC CENTER	000000	4.98
01-2645	HAWKINS INC					
		I-7540373	209-4510-426	SUPPLIES POOL CHEMICALS/REC CENTER	000000	1,405.52
01-3151	KONE CHICAGO					
		I-872124144	209-4510-422	PROFESSIONAL AUGUST ELEV MAINT/REC	000000	204.55
01-3836	MID-AMERICAN RESEARCH C					
		I-0886598-IN	209-4510-426	SUPPLIES RNG CLNR-BACTERIZER-QUATRA/REC	000000	593.73
01-3977	ACE HARDWARE OF LEAD					
		I-047924	209-4510-426	SUPPLIES TILT WALL MNT-REMOTE CONT/REC	000000	44.98
01-4345	ULINE					
		I-211719454	209-4510-426	SUPPLIES (2) CASE BODY WASH/REC	000000	317.22
01-4711	AMAZON CAPITAL SERVICES					
		I-16PP-D36G-43VP	209-4510-426	SUPPLIES WALL MOUNT PULL UP BAR/REC	000000	43.99
				DEPARTMENT 510 REC CENTER	TOTAL:	6,478.09
01-1441	DAYS OF '76 INC					
		I-082826	209-4980-429	OTHER 2026 ALLOCATION BED&BOOZE TAX	000000	10,000.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	10,000.00
				FUND 209 BED & BOOZE FUND	TOTAL:	16,478.09

9/04/2026 3:52 PM
PACKET: 07614 09/09/26 COMBINED
VENDOR SET: 01
FUND : 211 BID #9
DEPARTMENT: 630 BID #9
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
		I-090126	211-4630-423	MARKETING BID 9	000000	110,000.00
				DEPARTMENT 630 BID #9	TOTAL:	110,000.00
				FUND 211 BID #9	TOTAL:	110,000.00

PACKET: 07614 09/09/26 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-090126	212-4630-423	MARKETING EVENTS, GRP SALES & ADVTSNG	000000	18,489.89
01-3602	DEADWOOD GAMING ASSOCIA					
		I-639	212-4630-422	PROFESSIONAL BID 8 AUG 1-31, 2026	000000	10,000.00
		I-640-082826	212-4630-422	PROFESSIONAL BID 8 APRIL 1-30, 2026	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	38,489.89
				FUND 212 BID #8	TOTAL:	38,489.89

PACKET: 07614 09/09/26 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
01-5616	JJ KENT					
		I-090326	215-4572-235	VISITOR MGMT COMMUNITY PICNIC MUSIC - HP	000000	300.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	300.00
01-2014	TOMS, DON					
		I-82526	215-4573-335	HIST. INTERP. TAX RECORD PROJECT	000000	600.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	600.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 08/24/26	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	27.14
01-0578	WATERS HARDWARE					
		I-18155	215-4575-525	GRANT/LOAN PA EXT SATIN CLEAR BS/HP PAINT	000000	64.99
		I-19550	215-4575-525	GRANT/LOAN PA SOLID DECK STAIN/HP PAINT	000000	239.97
01-4739	WATERS HARDWARE-HP PAIN					
		I-20303 /S	215-4575-525	GRANT/LOAN PA 794 MAIN	000000	66.99
		I-20386 /S	215-4575-525	GRANT/LOAN PA 65 FOREST	000000	43.99
		I-20450 /S	215-4575-525	GRANT/LOAN PA 794 MAIN	000000	89.98
		I-20562 /S	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	69.99
		I-20600 /S	215-4575-525	GRANT/LOAN PA 26 BURNHAM	000000	69.99
		I-20627 /S	215-4575-525	GRANT/LOAN PA 794 MAIN	000000	73.99
01-5526	HGH CONSTRUCTION LLC					
		I-4.00	215-4575-505-04	85 CHARLES ST 85 CHARLES WIND/DOORS	000000	1,200.00
		I-5.00	215-4575-505-04	85 CHARLES ST 85 CHARLES SIDING/PORCH/RAIL	000000	14,710.70
01-5610	LAURA INGALLS WILDER ME					
		I-82626	215-4575-520	GRANT/LOAN PR 2025 RD2 OUTS DWD GRANT	000000	5,000.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	21,657.73
01-5556	HOLIDAY OUTDOOR DECOR					
		I-INV25016	215-4576-630	PROFES. SERV. CHRISTMAS DECORATIONS	000000	1,170.33
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	1,170.33
01-0412	AMERICAN ENGINEERING TE					
		I-PJI-092382	215-4577-755	CAPITAL ASSET 10 CENTENNIAL/10 DENVER AET	000000	1,185.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS O	TOTAL:	1,185.00

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/26	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,266.56
01-1003	VERIZON WIRELESS	I-6150751658	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	3,306.57
				FUND 215 HISTORIC PRESERVATION	TOTAL:	28,219.63

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5611	WEIHER, JAY	I-845177	216-1310	DUE FROM OTHE 62 DENVER - WEIHER	000000	10,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 10,000.00
01-1496	LAWRENCE CO. REGISTER O	I-07022026	216-4653-960	CLOSING CO 46 DENVER - BLOOM	000000	30.00
		I-082026	216-4653-960	CLOSING CO 358 WILLIAMS - HECKMAN	000000	30.00
		I-8252026	216-4653-960	CLOSING CO 56 LINCOLN - THOMPSON	000000	30.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 90.00
				FUND 216	REVOLVING LOAN	TOTAL: 10,090.00

07/04/2026 3:52 PM
PACKET: 07614 09/09/26 COMBINED
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5617	JACOBS GALLERY					
		I-090326	602-3330-814	REVENUE-COMME AGREEMENT	000000	24,967.77
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	24,967.77
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/26	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,010.22
01-0514	SIMON MATERIALS COMPANY					
		I-4707500	602-4330-425	REPAIRS (12.14) CLEAN LIMESTONE/WATER	000000	244.62
		I-4707501	602-4330-425	REPAIRS 24.19 BL BASE-36.22 LIMESTONE	000000	693.54
		I-4709705	602-4330-425	REPAIRS 86.54 BL BASE-12.15 ROADSTONE	000000	1,779.81
		I-4712300	602-4330-425	REPAIRS 12.11 BL BASE-23.64 ROADSTONE	000000	548.53
		I-4715309	602-4330-425	REPAIRS 23.66 3" BALLAST/WATER	000000	408.14
		I-4722018	602-4330-425	REPAIRS 35.38 BLACK BASE/WATER	000000	659.84
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 08/24/26	602-4330-428	UTILITIES PERMANENT METER LOCATION	000000	86.10
		I-NAT GAS 08/24/26	602-4330-428	UTILITIES PALISADES STONE GENERATOR	000000	122.82
		I-NAT GAS 08/24/26	602-4330-428	UTILITIES CITY SHOP PUBLIC WORKS WATER	000000	27.95
01-0578	WATERS HARDWARE					
		C-A92594	602-4330-426	SUPPLIES MILWAUKEE SAW BELT RETURN/WATE	000000	56.94-
		I-19917	602-4330-426	SUPPLIES NOZZLE-HANDLE-BROOM/WATER	000000	75.47
		I-19959	602-4330-426	SUPPLIES MILWAUKEE SAW BELTS/WATER	000000	56.94
		I-20018	602-4330-426	SUPPLIES (2) GLIDE BRUSH/WATER	000000	27.98
		I-20115	602-4330-426	SUPPLIES JBSTE SPEAKER/WATER	000000	179.99
		I-20141	602-4330-426	SUPPLIES STRIP PAD-TOWEL-PAINT/WATER	000000	30.26
		I-20305	602-4330-426	SUPPLIES PAINT GUIDE-SPRAY PAINT/WATER	000000	42.45
		I-20516	602-4330-426	SUPPLIES PAINT THINNER-LED BULBS/WATER	000000	30.98
		I-20656	602-4330-426	SUPPLIES (2) ORG SPRAY PAINT/WATER	000000	19.98
		I-20670	602-4330-425	REPAIRS T-POST-CONNECTOR-ELBOW/WTR	000000	19.77
		I-20688	602-4330-425	REPAIRS PRESSURE REGULATOR/WATER	000000	69.99
		I-20689	602-4330-426	SUPPLIES SPRAY PAINT-ORG-GREEN/WATER	000000	19.98
		I-20694	602-4330-425	REPAIRS MISC BAOLTS AND SCREWS/WATER	000000	15.00
01-1003	VERIZON WIRELESS					
		I-6150751658	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6150751658	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6150751658	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6150751658	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	39.73
		I-6150751658	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	39.73
01-1365	SD PUBLIC HEALTH LAB					
		I-10628512	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	40.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832075271	602-4330-426	SUPPLIES DISC-WIRE WHEEL-HOLDER/WATER	000000	116.15

PACKET: 07614 09/09/26 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
01-1653	AUTO VALUE CENTRAL CITY	continued				
		I-832075891	602-4330-426	SUPPLIES BASIC HALOGEN/WATER	000000	18.68
01-1827	MS MAIL					
		I-16012	602-4330-426	SUPPLIES UTIL BILL JULY PERF PPR UTILITY	000000	1,053.12
01-3314	CENTURY BUSINESS PRODUC					
		I-868803	602-4330-422	PROFESSIONAL CONTRACT BASE-COPIES/WATER	000000	45.50
01-3977	ACE HARDWARE OF LEAD					
		I-048076	602-4330-426	SUPPLIES RSTP IE 0B GLS SD RED 1G/WATER	000000	45.89
01-4721	TOWEY DESIGN GROUP INC.					
		I-26-1872	602-4330-437	CAPITAL OUTLA 24-010 HWY 85 DRINK WATER EXP	000000	4,154.50
01-5457	UNDERGROUND CONSTRUCTIO					
		I-PAYAPP#10 07/21/26	602-4330-437	CAPITAL OUTLA PAY APP 10 HWY 85 DRINK WTR EX	000000	295,802.75
01-5512	MEAD LUMBER					
		C-966522	602-4330-433	IMPROVEMENTS 8' TRUSS PACKAGE/WATER	000000	407.50-
		C-977067	602-4330-433	IMPROVEMENTS RETURN ONYX SMART TRIM/WATER	000000	139.84-
		I-13914080	602-4330-433	IMPROVEMENTS CED TRIM-ONYX CED PANELS/WTR	000000	847.23
		I-13938891	602-4330-433	IMPROVEMENTS SHEATHING-5 LB INTERIOR/WATER	000000	712.53
DEPARTMENT 330 WATER					TOTAL:	311,801.97
FUND 602 WATER FUND					TOTAL:	336,769.74

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE					
		I-20167	607-4580-425	REPAIRS FOGGER-LED BULB/MM	000000	25.98
01-3558	DEADWOOD HISTORY, INC.					
		I-32962	607-4580-426	SUPPLIES COOP AD SEP-OCT DWD HIST CEM/M	000000	298.33
01-3838	BLUEPEAK					
		I-PHONE 08/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	165.09
		I-PHONE 08/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	50.61
		I-PHONE 08/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	135.70
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	675.71
			FUND 607	HISTORIC CEMETERIES	TOTAL:	675.71

01/04/2026 3:52 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 19

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
	I-09/01/26	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	4,928.44
01-0508	GALLS LLC					
	I-035869828	610-4360-426	SUPPLIES	VERTX RUCK SHORT/P&T	000000	71.94
01-0598	SUMMIT SIGNS AND SUPPLY					
	I-69885	610-4360-426	SUPPLIES	(5) SIGN TROLLEY STOP NO PARKI	000000	175.00
01-1003	VERIZON WIRELESS					
	I-6150751658	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
	I-6150751658	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/P&T	000000	119.19
	I-6151066844	610-4360-426	SUPPLIES	AUGUST SURVEILANCE CAM/P&T	000000	31.01
01-1653	AUTO VALUE CENTRAL CITY					
	I-832074793	610-4360-425	REPAIRS	FILTER-PUMP-BATTERY/P&T	000000	788.36
01-4711	AMAZON CAPITAL SERVICES					
	I-1WJT-NKMP-H4V6	610-4360-426	SUPPLIES	PRIME MONITOR-SPEAKERS/P&T	000000	179.94
	I-1Y7K-JXKG-GXXH	610-4360-426	SUPPLIES	(5) PORTABLE SIGN POST/P&T	000000	872.95
01-4766	IPS GROUP INC					
	I-INV129051	610-4360-426	SUPPLIES	(50) 7" PAPER ROLLS/P&T	000000	2,262.00
01-5481	WESTERN PEAKS LOGISTICS					
	I-7108WPL-82421	610-4360-422	PROFESSIONAL	DELIVERY SUMMIT SIGNS/P&T	000000	20.11
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						9,488.95
01-0433	WELLMARK BLUE CROSS BLU					
	I-09/01/26	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,350.25
01-0578	WATERS HARDWARE					
	I-20019	610-4361-426	SUPPLIES	LAWN-LEAF-GARBAGE BAGS/TROLLEY	000000	41.97
	I-20025	610-4361-426	SUPPLIES	BLACK DUCT TAPE/TROLLEY	000000	7.49
	I-20630	610-4361-426	SUPPLIES	PEN-SCISSORS-TAPE STRIPS/TROLL	000000	27.96
01-1354	INLAND TRUCK PARTS & SE					
	I-IN-2044095	610-4361-425	REPAIRS	REPLACE ENGINE #3/TROLLEY	000000	24,804.44
01-1503	BLACK HILLS SPECIAL SER					
	I-42307	610-4361-422	PROFESSIONAL	JULY TROLLEY CLEANING/TROLL	000000	3,250.00
01-1653	AUTO VALUE CENTRAL CITY					
	I-832075262	610-4361-426	SUPPLIES	PRIME DEXCOOL-ALL SEASON BL/TR	000000	44.76
01-3060	QUIK SIGNS					
	I-55469	610-4361-426	SUPPLIES	(5000) RACKCARDS/TROLLEY	000000	459.00

PACKET: 07614 09/09/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4857	VERIZON CONNECT	I-612000086948	610-4361-422	PROFESSIONAL AUGUST VIDEO-TRACKING/TROLLEY	000000	219.75
01-5615	RANDY OLDFIELD	I-6042459189420617	610-4361-422	PROFESSIONAL CDL REIMBURS-OLDFIELD-TRL	000000	120.00
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	31,325.62
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/26	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0578	WATERS HARDWARE	I-19947	610-4362-425	REPAIRS LINK-EYE BOLT-BOLTS-SCREWS/RAM	000000	33.56
		I-19973	610-4362-426	SUPPLIES MISC BOLTS-SCREWS/RAMP	000000	18.96
		I-20002	610-4362-426	SUPPLIES FROG TAPE-SPRY PAINT-FILTER/RA	000000	22.77
01-0617	WALKER CONSULTANTS	I-210055960004	610-4362-422	PROFESSIONAL BROADWAY PARKING ASSESS	000000	5,622.50
01-1653	AUTO VALUE CENTRAL CITY	I-832076096	610-4362-426	SUPPLIES HANGER-HD CLAMP/RAMP	000000	49.96
01-3151	KONE CHICAGO	I-872124144	610-4362-422	PROFESSIONAL AUGUST ELEV MAINT/RAMP	000000	204.56
01-3838	BLUEPEAK	I-PHONE 08/21/26 RAM	610-4362-428	UTILITIES TELEPHONE 08/20-09-19-26/RAMP	000000	172.09
01-4711	AMAZON CAPITAL SERVICES	I-113V-D6J3-JCWJ	610-4362-426	SUPPLIES 5 PORT GIGABIT SWITCH/RAMP	000000	44.99
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	6,842.28
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	47,656.85

PACKET: 07614 09/09/26 COMBINED
 VENDOR SET: 01
 FUND : 720 DEPOSITS HELD
 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
01-0475	DEADWOOD CHAMBER & VISI	I-090326-2	720-4000-429	OTHER REFUND - KOOL DWD NIGHTS	000000	1,000.00
01-1441	DAYS OF '76 INC	I-090326	720-4000-429	OTHER REFUND - DAYS '76 STEER ROPE	000000	2,350.00
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	3,350.00
FUND 720 DEPOSITS HELD					TOTAL:	3,350.00
REPORT GRAND TOTAL:						739,030.72



WHEREAS, the strength and vitality of our city depend upon the dedicated men and women who serve our community each day through the work of our municipal departments; and

WHEREAS, municipal workers are the people who keep our streets safe, our water flowing, our public spaces welcoming, our neighborhoods maintained, and our essential services operating often working behind the scenes and in all seasons, regardless of weather or circumstance; and

WHEREAS, from the early morning hours to late into the night, municipal employees respond to emergencies, maintain critical infrastructure, care for public facilities, support residents, and perform the countless tasks that allow our city to function smoothly; and

WHEREAS, their work is more than a job, it is a commitment to public service and to the well-being, safety, and quality of life of every person who calls our city home; and

WHEREAS, as City Commissioners, we recognize that the decisions made in the commission chamber are only one part of building a strong community. The policies and priorities of our city become reality because dedicated municipal employees put them into action every day; and

WHEREAS, we are grateful for the professionalism, knowledge, resilience, and pride that municipal workers bring to their responsibilities. Their willingness to serve others, solve problems, respond when called upon, and do the work that must be done is fundamental to the success of our community; and

WHEREAS, we also recognize that public service is not always easy or visible. Municipal workers frequently perform difficult, demanding, and sometimes thankless work without seeking recognition. Today, we pause to ensure they know that their contributions are seen, valued, and deeply appreciated; and

WHEREAS, the City Commission believes that a great city is built not only through plans, projects, and investments, but through people who show up every day with a sense of duty and a commitment to their neighbors;

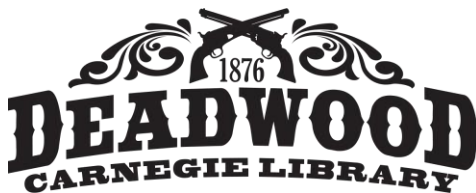
NOW, THEREFORE, BE IT PROCLAIMED, that we, the City Commissioners of the City of Deadwood, proudly recognize and honor our municipal workers for their dedicated service to our community.

BE IT FURTHER PROCLAIMED, that we extend our sincere gratitude to every municipal employee, past and present, whose work strengthens our city, supports our residents, and helps make Deadwood a place we are proud to call home.

BE IT FINALLY PROCLAIMED, that on behalf of the citizens we have the privilege to represent, we say simply and sincerely:

Thank you for showing up. Thank you for serving. Thank you for doing the work that keeps our city moving forward.

Charlie Struble-Mook, Mayor



Library Card Sign-up Month 2026 Proclamation

WHEREAS, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth;

WHEREAS, libraries welcome all people, serving as inclusive and accessible community hubs that connect individuals across cultures, generations, and experiences;

WHEREAS, libraries curate collections and design programs that reflect the diversity of the populations they serve, ensuring equitable access to information, technology, and culture for all;

WHEREAS, libraries help individuals navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services;

WHEREAS, libraries contribute to thriving local economies by equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed;

WHEREAS, in times of both crisis and calm, libraries and their staff remain steadfast in supporting and strengthening their communities;

WHEREAS, library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good;

WHEREAS, a library card offers a front row seat to everything the library offers, from books and technology to lifelong learning and imagination;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate Library Card Sign-up Month under the theme "**A Library Card Hits all the Right Notes**";

NOW, THEREFORE, be it resolved that I, Charlie Struble-Mook, Mayor, do hereby proclaim September 2026 as Library Card Sign-up Month in Deadwood, South Dakota and encourage all residents to "B sharp" and sign up for a library card.

Charlie Struble-Mook, Mayor

Proclamation

Celebrating 28 Years of Education: Recognizing September 2026 as Responsible Gaming Education Month

WHEREAS, the **City of Deadwood's** casino gaming industry is an important part of the Deadwood community, having contributed greatly to Deadwood and South Dakota's economy and quality of life of our citizens by creating jobs, generating tax revenue to support historic preservation and tourism promotion and serving as a trusted community partner; and

WHEREAS, the gaming industry commits significant resources—both financial and people—to promote responsible gaming and combat problem gambling through employee training; consumer education, tools, and resources; and funding responsible gaming research.

WHEREAS, in 2026, the American Gaming Association and the Deadwood Gaming Association celebrates 28 years of highlighting responsible gaming and promote responsible gaming nationwide for employees, customers and the Deadwood community.

WHEREAS, Responsible Gaming Education Month 2026—in September— brings together the gaming industry, advocacy groups, regulators and other key stakeholders to promote transparency and gaming literacy.

NOW, THEREFORE, I, **The Honorable Charlie Struble Mook, Mayor** of the City of Deadwood, do hereby proclaim September 2025 as Responsible Gaming Education Month. Given, this the 8th day of September, 2026.

Charlie Struble Mook, Mayor



RESPONSIBLE
GAMING 2023
EDUCATION MONTH



**RESOLUTION NO. 2026- 23
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:

2002 Dodge 2500
2021 Ford Villager

VIN#3B7KF26ZX2M269468
VIN#1F66F5DN7M0A05698

Dated this 8th day of September, 2026.

City of Deadwood

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer



Deadwood Volunteer Fire Department

737 Main Steet

Deadwood, SD 57732-1015

Phone 605-578-1212 Fax 605-578-1190

TO: Honorable Mayor and Commissioners

FROM: Deadwood Volunteer Fire Department

Reference: SD Certified Firefighter/Fireground Support

Date: August 17, 2026

The Deadwood Volunteer Fire Department is requesting to attend the SD Certified Firefighter/Fireground Support training for the following members to attend starting September 3, 2026 (meets every Thursday and some Saturday) at the St Onge Fire Hall.

Steve Schramm

Faith Ericksen

I have attached the sign up sheet with a brief summary of the training.

Respectfully Submitted,

Brandy Lechner

Deadwood Volunteer Fire Department

Administrative Assistant

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND ASSOCIATED PARTIES
REGARDING CONSTRUCTION OF SINGLE-FAMILY BUILDING RESIDENTIAL STRUCTURE
AT 122 BAVARIAN LODGE DRIVE, DEADWOOD, SD 57732**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY"; James and Mary Young, 1337 Founders Bend #306, Rapid City, South Dakota 57701, hereinafter referred to as "OWNER"; Winter Construction, Inc., 11760 Dublin Lane, Sturgis, South Dakota 57785, hereinafter referred to as "CONTRACTOR"; and Summit at Deadwood Stage Run LLC, PO Box 631, Deadwood, South Dakota 57732 or assignees, hereinafter referred to as "DEVELOPER".

WHEREAS, CONTRACTOR has applied on June 24, 2026, for a building permit for a single-family residential structure for OWNER to be constructed on Lot 46, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22 and the N ½ NW ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota known as 122 Bavarian Lodge Drive hereinafter referred to as "BUILDING"; and,

WHEREAS, the terms of issuance of the building permit provides that all infrastructure associated with municipal services is the responsibility of the DEVELOPER, including water, sewer, fire hydrants, electrical, gas, communications, curb, gutter, sidewalk and asphalt street, hereinafter referred to as "INFRASTRUCTURE", is the sole responsibility of the DEVELOPER and that DEVELOPER is required to install all INFRASTRUCTURE to CITY specifications; and

WHEREAS, CONTRACTOR, OWNER and DEVELOPER desires to enter into an agreement with CITY which will allow construction of the BUILDING before the INFRASTRUCTURE has been completed and accepted by CITY; and

WHEREAS, the CITY, CONTRACTOR, DEVELOPER and OWNER agree to the following terms:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR and OWNER acknowledges and agrees that should the DEVELOPER fail to provide all INFRASTRUCTURE to the BUILDING, notwithstanding all other codes are met, that a Certificate of Occupancy shall not be issued by the CITY in order for occupancy to occur;

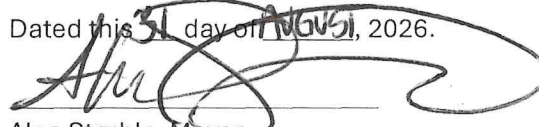
3. CONTRACTOR and OWNER acknowledges and agrees that proceeding with construction of the BUILDING without having the INFRASTRUCTURE completed will be done at the risk of CONTRACTOR and OWNER should DEVELOPER fail to complete and CITY to accept said INFRASTRUCTURE;

4. CONTRACTOR, OWNER and DEVELOPER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person should CITY deny CONTRACTOR and OWNER with future permits allowing construction of the BUILDING to be completed should DEVELOPER fail to complete the necessary INFRASTRUCTURE;

5. CITY agrees to allow CONTRACTOR and OWNER to construct the BUILDING under the terms of this agreement with concurrence of the DEVELOPER.

CITY OF DEADWOOD

Dated this 31 day of AUGUST, 2026.

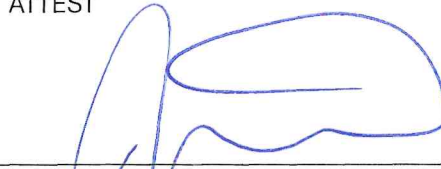

Alea Struble, Mayor
City of Deadwood

AUGUST 31, 2026
Date

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this 31 day of AUGUST in the year 2026, before me personally appeared Alea Struble, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledged to me that she executed the same.

ATTEST


Jessica McKeown Finance Officer



DEVELOPER

Dated this 15th day of July, 2026

Summit at Deadwood Stage Run LLC
 Summit at Deadwood Stage Run, LLC
 By: [Signature]
 Title: OWNER

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF LAWRENCE)

On this 15th day of July, 2026, before me personally appeared William H Pearson to be the persons who are described herein, and who executed the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

Notary Public

[Signature: Sandra L. Kaskie]
 My Commission Expires:
10/30/2029

CONTRACTOR

Dated this 26 day of Aug., 2026

Winter Construction
 Winter Construction Inc.
 By: [Signature: David Winter]
 Title: Owner

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF LAWRENCE)

On this 26 day of Aug, 2026, before me personally appeared David Winter to be the persons who are described herein, and who executed the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)



Notary Public



My Commission Expires:

10/15/28

OWNER 1

Dated this 27 day of Aug, 2026

Authentisign
James Young 08/27/26

James Young

STATE OF SOUTH DAKOTA)

)SS

COUNTY OF LAWRENCE)

On this 27 day of Aug, 2026, before me personally appeared James Young to be the persons who are described herein, and who executed the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Notary Public



My Commission Expires:

10/15/28

OWNER 2

Dated this 27 day of Aug, 2026

Authentisign
Mary Young 08/27/26

Mary Young

STATE OF SOUTH DAKOTA)

)SS

COUNTY OF LAWRENCE)

On this 27 day of Aug, 2026, before me personally appeared Mary Young to be the persons who are described herein, and who executed the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:

10/15/28

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: September 4, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Joint Powers Agreement with South Dakota Department of
 Transportation—Crescent Street Resurfacing

Summary. The proposed Joint Powers Agreement between the City of Deadwood and the South Dakota Department of Transportation establishes a cost-sharing arrangement for resurfacing Crescent Street, which is maintained by the City and provides access to SDDOT's maintenance yard. The project is part of CCO#2 of the Crescent Street Reconstruction Project that has been approved by the City Commission under the related cost-sharing agreement with the Lead-Deadwood Sanitary District and Days of '76.

Key terms include:

- The City will administer the project contract and complete the project by September 30, 2027.
- SDDOT will contribute a one-time lump sum of \$75,000 within 45 days after receiving the City's invoice. The funds may be used only for project design and construction.
- The City is responsible for all remaining project costs except amounts contributed by the Lead-Deadwood Sanitary District and Days of '76 under the related cost-sharing agreement.
- The agreement does not transfer jurisdiction or maintenance responsibility for Crescent Street to SDDOT, and SDDOT assumes no obligation for future improvements or maintenance.

Recommended action. Approve the Joint Powers Agreement and authorize the Mayor to sign it, subject to final legal review.

**JOINT POWERS AGREEMENT FOR THE CRESCENT STREET RECONSTRUCTION PROJECT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DEADWOOD, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "SDDOT," and city of DEADWOOD, South Dakota, referred to in this Agreement as the "CITY."

JOINT POWERS:

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY, and the SDDOT. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. Reconstruction of Crescent Street will be undertaken as set forth in this Agreement as well as the Cost Sharing Agreement referenced herein.

BACKGROUND:

1. The Days of '76 is the owner of Crescent Street. The CITY has an easement over Crescent Street and desires to work with the Days of '76, the SDDOT and the Lead Deadwood Sanitary District make improvements to Crescent Street and the surrounding area. . Crescent Street provides access to SDDOT' maintenance yard. Crescent Street is in need of resurfacing. The Parties desire for SDDOT to contribute towards CITY's costs in resurfacing Crescent Street because of the extent of SDDOT's use of the road.

THE SDDOT AND THE CITY MUTUALLY AGREE AS FOLLOWS:

2. The Project

- A. SDDOT and CITY concur in the proposal for the resurfacing of Crescent Street within the City of Deadwood, South Dakota (the "PROJECT"). The PROJECT also includes tree removal, pavement removal, installation of curb and gutter, and additional paved surface installation pursuant to the Cost Sharing Agreement entered into between the City of Deadwood, the Lead Deadwood Sanitary District ("Sanitary District") and the Days of '76, attached hereto as Exhibit A (hereinafter "the Cost-Sharing Agreement").
- B. The CITY will design, advertise, let to contract, award and be the contracting party for the PROJECT. The PROJECT must be completed by September 30, 2027.
- C. The CITY will obtain the required environmental clearances for the PROJECT, if any.
- D. Nothing contained herein will be construed as a transfer to the SDDOT, or as an assumption by SDDOT of any jurisdiction or maintenance responsibilities for Crescent Street or the PROJECT.

3. Term

This Agreement will commence upon the last date of signature and will end upon completion of the PROJECT, unless terminated earlier pursuant to the terms of this Agreement.

4. Payment

- A. SDDOT will contribute Seventy-Five Thousand Dollars (\$75,000.00) toward the project. SDDOT will pay a lump sum amount to CITY within forty-five days of the receipt of an invoice from CITY.

- B. The Seventy-Five Thousand Dollars (\$75,000.00) paid by SDDOT, pursuant to this agreement, will be used by CITY exclusively for the design and construction of the PROJECT.
- C. CITY will be responsible for all remaining costs and expenses for the PROJECT except as set forth in the Cost-Sharing Agreement which will be contributed by the Sanitary District and Days of '76. Other than the sum paid by SDDOT pursuant to Section 3A, above, SDDOT will have no further responsibility for the costs of designing, constructing or maintaining the PROJECT. Nothing contained herein will be construed as to impose upon SDDOT an obligation to participate in or contribute toward any future improvement or maintenance of Crescent Street.
5. **Amendment.** This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.
6. **Indemnification.** CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of CITY'S performance under this Agreement. This section does not require CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.
5. **Employee Status:** Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each party will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.
6. **Compliance Provision.** The CITY will comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
7. **Certification of No Prohibited State Legislator:** The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.
8. **Public Access to Agreement:** The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.
9. **Miscellaneous**
- A. This Agreement is contingent upon approval by the South Dakota Transportation Commission. In the event the South Dakota Transportation Commission declines to approve all real property transfers anticipated by this Agreement, this Agreement will be null and void.
- B. CITY may not assign this Agreement, in whole or in part, without the STATE'S prior written consent. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

- C. The STATE makes no representations or warranties of title for any of the property to be conveyed pursuant to this Agreement.
- D. This Agreement will be effective as of date of last signature.
- E. CITY has approved the terms and conditions of this Agreement and designated its Mayor as CITY'S duly authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY and to execute all other documents necessary to comply with the requirements of this Agreement. A copy of the City Council minutes or resolution approving this Agreement and authorizing the execution of this Agreement by the Mayor as CITY'S authorized representative is attached hereto as **Exhibit B**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and CITY to enter into same.

City of Deadwood	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: Joel M. Jundt
Its: Mayor	Its: Secretary
Date: _____	Date: _____
Attest:	Approved as to Form:
By: _____	By: _____
Printed Name: _____	Printed Name: _____
CITY Auditor/Clerk	Special Assistant Attorney General
(CITY SEAL)	

EXHIBIT A

Prepared by: Tim Hogan, Attorney
 Ribstein & Hogan Law Firm
 621 Sixth Street
 Brookings, SD 57006
 (605) 692-1818

PERMANENT RETAINING WALL EASEMENT AGREEMENT

This Permanent Retaining Wall Easement Agreement ("Easement Agreement") is entered into this ____ day of _____, 2026, by and between the CITY OF DEADWOOD, SOUTH DAKOTA, a municipal corporation, whose address is 102 Sherman Street, Deadwood, South Dakota 57732 ("City" or "Grantor"), and DANIKA McFARLAND, a single person, whose address is 37 Lincoln Avenue, Deadwood, South Dakota 57732 ("McFarland" or "Grantee").

RECITALS

A. The City is the owner of the Taylor Street public right-of-way located adjacent to Lots 2 and 3, Block 43, Original Townsite, City of Deadwood, Lawrence County, South Dakota.

B. McFarland is the owner of the following described real property situated in Lawrence County, South Dakota:

The East 20' of Lot 2 and the West 5' of Lot 3, Block 43, City of Deadwood, Lawrence County, South Dakota as shown in Rogers map of the City of Deadwood.

The foregoing property is commonly known as 37 Lincoln Avenue, Deadwood, South Dakota, and is referred to in this Easement Agreement as the "Dominant Estate."

C. McFarland is constructing a retaining wall which will extend into and occupy a portion of the Taylor Street right-of-way and will tie into an existing retaining wall.

D. The location of the proposed retaining wall within the Taylor Street right-of-way is depicted upon the drawing entitled "Exhibit A Showing the Location of Proposed Retaining Walls Within Taylor Street Right of Way Adjacent to Lots 2 and 3, Block 43 Original Townsite, City of Deadwood Lawrence County, South Dakota," prepared by Ponderosa Land Surveys, L.L.C., dated August 26, 2026, Project No. 26-195, drawn by L. D. Verm, and described as an exhibit drawing for easement purposes. A copy of the drawing is attached hereto as Exhibit A and incorporated herein by this reference.

E. The parties desire to establish of record McFarland's right, and the rights of future owners of the Dominant Estate, to construct, maintain, repair, replace, and use the retaining wall within the Taylor Street right-of-way upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The City hereby grants and conveys to McFarland, and to her successors and assigns as owners of the Dominant Estate, a permanent, nonexclusive easement over, across, and within that portion

of the Taylor Street right-of-way upon which the proposed retaining wall is located as depicted on Exhibit A attached hereto ("Easement Area"). The easement granted herein includes the right to construct, install, maintain, inspect, repair, reconstruct, and replace the retaining wall within the Easement Area, together with such reasonable temporary access over the immediately adjoining portion of the Taylor Street right-of-way as is reasonably necessary to perform such work.

2. Purpose and Limitation of Easement. The easement is granted solely for the construction, existence, use, maintenance, inspection, repair, reconstruction, and replacement of the retaining wall depicted on Exhibit A and for no other purpose.

No structure or improvement other than the retaining wall and improvements reasonably necessary for its proper construction, drainage, support, and maintenance may be constructed within the Easement Area without the prior written approval of the City. Nothing contained herein shall be construed as conveying title to any portion of the Taylor Street right-of-way to McFarland or any subsequent owner of the Dominant Estate.

3. Construction. McFarland shall be solely responsible for all costs and expenses associated with the design and construction of the retaining wall. The retaining wall shall be constructed substantially in the location depicted on Exhibit A and in accordance with all plans approved by the City and all applicable ordinances, building requirements, permits, and other governmental requirements. Nothing contained in this Easement Agreement eliminates or modifies any requirement that McFarland obtain any permit or approval otherwise required by the City or any other governmental authority.

4. Maintenance, Repair, and Replacement. McFarland, and her successors and assigns as owners of the Dominant Estate, shall at their sole cost and expense maintain the retaining wall in good condition and repair. McFarland shall promptly perform all maintenance and repairs reasonably necessary to ensure that the retaining wall does not create a dangerous, defective, or unsafe condition within the Taylor Street right-of-way or upon adjoining property. The foregoing obligation includes, as reasonably necessary, repair, reconstruction, or replacement of the retaining wall and correction of any condition involving the wall that adversely affects the Taylor Street right-of-way.

5. Drainage and Public Right-of-Way. The retaining wall shall be maintained so that it does not unreasonably interfere with the public's use of the Taylor Street right-of-way, existing drainage, surface-water flow, snow removal, public utilities, or other lawful uses of the right-of-way. McFarland shall be responsible for correcting, at her expense, any condition caused by the retaining wall that unreasonably interferes with drainage or otherwise damages the Taylor Street right-of-way.

6. City's Continuing Rights. Except for the easement rights expressly granted herein, the City retains all right, title, and interest in the Taylor Street right-of-way, including the right to use and maintain the right-of-way for lawful public purposes. The City may install, operate, inspect, maintain, repair, or replace streets, utilities, drainage facilities, or other public improvements within the Taylor Street right-of-way, provided that the City shall exercise reasonable care to avoid unnecessary damage to the retaining wall. The existence of the retaining wall shall not prevent the City or any authorized public utility from exercising rights otherwise lawfully existing within the Taylor Street right-of-way.

7. Damage Caused by Retaining Wall. McFarland shall be responsible for any damage to the Taylor Street right-of-way or other City property caused by the failure, deterioration, improper maintenance, repair, reconstruction, or replacement of the retaining wall.

8. Indemnification. To the extent permitted by law, McFarland shall indemnify and hold the City harmless from claims, damages, liabilities, costs, and expenses arising from the construction, existence, maintenance,

repair, reconstruction, or replacement of the retaining wall, except to the extent caused by the negligence or wrongful conduct of the City or its officers, employees, agents, or contractors. The obligations contained in this paragraph shall be binding upon future owners of the Dominant Estate.

9. Easement Appurtenant and Covenants Running With the Land. The easement granted herein is appurtenant to and for the benefit of the real property described above. The easement and the rights and obligations contained in this Easement Agreement shall run with the Dominant Estate and shall be binding upon and inure to the benefit of McFarland and all subsequent owners, successors, and assigns of the Dominant Estate. The easement shall burden the Taylor Street right-of-way owned by the City within the Easement Area depicted on Exhibit A.

10. No Adverse Rights. The use of the Taylor Street right-of-way permitted by this Easement Agreement is by virtue of the express easement granted herein. Neither McFarland nor any successor or assign shall acquire any additional right, title, prescriptive easement, or other interest in the Taylor Street right-of-way by reason of the construction, existence, maintenance, or use of the retaining wall. This type of provision is consistent with your prior life-of-structure easements, which expressly establish that use of another's property is permissive and not adverse.

11. No Consideration Payable. The parties acknowledge and agree that no monetary consideration is payable by either party to the other for the granting of this easement, the consideration for this Easement Agreement consisting of the mutual rights, obligations, and covenants contained herein.

12. Entire Agreement. This Easement Agreement contains the entire agreement between the parties concerning the subject matter hereof. Any amendment to this Easement Agreement shall be in writing, executed by the City and the then-current owner of the Dominant Estate, and recorded in the office of the Lawrence County Register of Deeds.

13. Governing Law. This Easement Agreement shall be interpreted and enforced in accordance with the laws of the State of South Dakota.

14. Recording. This Easement Agreement shall be recorded in the office of the Lawrence County Register of Deeds, and Exhibit A shall be recorded as part of this Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Permanent Retaining Wall Easement Agreement on the date or dates stated below.

Dated this ____ day of _____, 2026.

CITY OF DEADWOOD, SOUTH DAKOTA

Alea Struble, Mayor
City of Deadwood

ACKNOWLEDGEMENT FOR CITY

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF LAWRENCE)

On this ____ day of _____, 2026, before me personally appeared Alea Struble, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledged to me that she executed the same.

ATTEST:

Jessica McKeown
Finance Officer

Dated this ____ day of _____, 2026.

Danika McFarland

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF LAWRENCE)

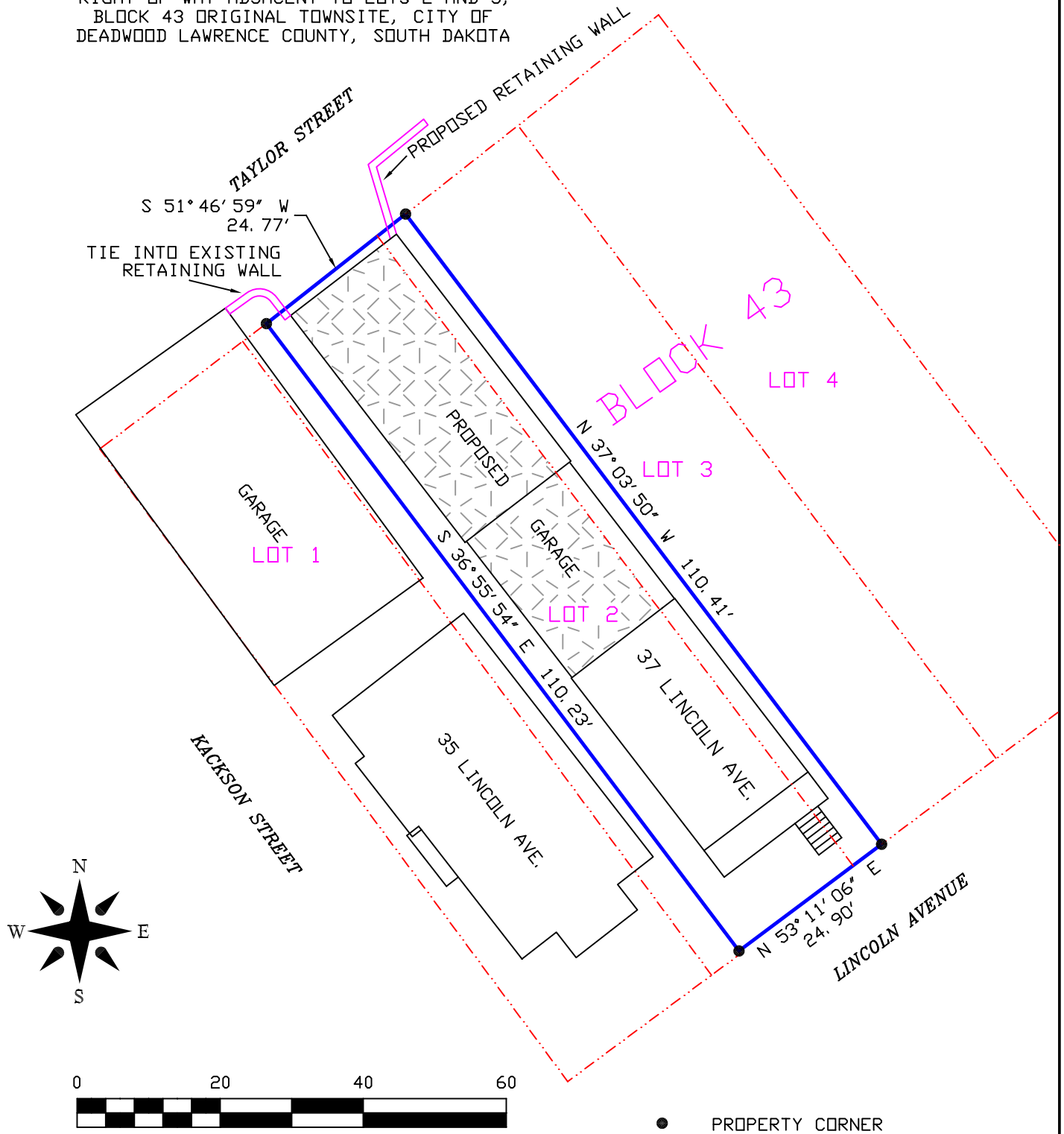
On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared Danika McFarland, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public – State of South Dakota

My commission expires: _____

EXHIBIT A
SHOWING THE LOCATION OF PROPOSED
RETAINING WALLS WITHIN TAYLOR STREET
RIGHT OF WAY ADJACENT TO LOTS 2 AND 3,
BLOCK 43 ORIGINAL TOWNSITE, CITY OF
DEADWOOD LAWRENCE COUNTY, SOUTH DAKOTA



● PROPERTY CORNER



Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332B WEST MAIN ST.
LEAD, SD 57754
(605) 722-3840

Date:	8/26/2026
Drawn By:	L. D. Vrem
Project No.:	26-195
Dwg. No.:	26-195TOP0.dwg

MAP OF SURVEY
EXHIBIT DRAWING
FOR EASEMENT PURPOSES

Black Hills Isuzu Truck

2910 East Mall Drive Rapid City, South Dakota 57701

Phone: (605) 343-2812 - Fax: (605) 343-2826

**Case Number:** 21052091**Repair Order Number:** BT10585**Purchase Order Number:** N/A**Service Advisor:** Meinen, James - Case Date 2026-08-20 14:42:20 -0600**Customer:** City Of Deadwood**Unit Number:** N/A**Address:** 102 SHERMAN DEADWOOD, SD 57732**Phone:** (605) 578-2600**Fax:** N/A**Customer Number:** 117985**Asset:** 2020 Ford F-350**Serial Number:** LED59041**VIN:** 1FT8X3BN9LED59041**Engine:** UNKNOWN**Engine Hours:** 1**Odometer:** 1 Miles**Warranty Start:** N/A**In Service:** N/A

LED59041

1 LIFTGATE [055-001-000]

Complaint: LIFTGATE INSTALLATION

			Quantity	Price	Core Price	Totals
Labor:			12	\$130.00	n/a	\$1,560.00
Parts:	017920	CAMERA RELOCATION KT	1.0	\$121.00	\$0.00	\$121.00
	G2-60-1342-T285	LIFT GATE	1.0	\$3,928.00	\$0.00	\$3,928.00
	Parts Total					\$4,049.00
Operation Total:						\$5,609.00

	Parts	\$4,049.00
	Labor	\$1,560.00
	Shop Supplies	\$156.00
	Freight	\$320.00
	Total	\$6,085.00

Notes:

[8/21/2026 at 10:27 am MDT] - Approval Requested for the estimate version 1. Total \$6,122.43. Repair status set to Pending Approval.

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: __/__/__



Printed Date: 8/5/2026 10:01:50 AM

J&J TRUCK & AUTOBODY
1513 EAST PHILADELPHIA ST
RAPID CITY, SD 57703
(605) 348-6802, (605) 348-7668 Fax

INVOICE
RO# 33489

Est: DAN RICH

City of Deadwood	03 International Durastar 4200/4300/4400	Adjustor: Phone: Claim #: Deductible: 0 Loss Type:
City of Deadwood	Color:	
	Type: S1 Medium Duty Truck	
Home:	VIN: 1HTWEADRX3J075283	
Work: 605-920-1371	Prod Date: Plate:	
Cell:	Odometer: 0	
	Engine:	

Due In: 6/2/2026 Due Out: 6/17/2026

P = Who Pays? (I = Insurance, C = Customer)

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
1	Parts Other	Corner Panel (Right)				Body	Rpr	14.0	2.2	I
	Parts Other	Back Window Glass				Body	R&I	1.7		I
	Parts Other	Muffler				Mech	R&I	2.0		I
	Parts Other	MASK JAMBS / OPENINGS				Body	Repl			I
	Parts Other	COLOR TINT					Refn		1.0	I
	Parts Other	Color Sand & Buff					Refn		0.5	I
	Parts New	Truck Cover		45.00		Body	Rpr	1.0		I
	Parts New	Two stage paint.					Refn		1.1	I
	Haz	Hazardous Waste		25.00						I
	Bdy/Sup	Body Supplies		58.50				18.7		I
	Pnt/Mat	Paint & Materials		344.00					4.8	I

Parts	45.00
Labor	3,037.50
Additional Costs	427.50

SubTotal	3,510.00
Taxes	0.00
Grand Total	3,510.00

Due from Insurance		Due from Customer	
SubTotal	3,510.00	SubTotal	0.00
Tax	0.00	Tax	0.00
Total	3,510.00	Total	0.00
Total Amount		3,510.00	

INVOICE

#22 8/5/2026 10:01 AM RO# 33489

J&J TRUCK & AUTOBODY
 Page 1



P.O. Box 3112
RAPID CITY, SD 57709

Page 1 of 4

INVOICE

Invoice # IN-2044095

Cust PO #

SO # SO-2856919

Date 08/21/2026

Writer Ryan Ellerton

Invnt:Cust 14:14 Cust acct# 010132 PS#

Sold to: City Of Deadwood Trolley Dept
102 Sherman Street

Ship to: City of Deadwood Trolley Department
62 Dunlop Avenue
DEADWOOD, SD 57732

Contact Tom	Payment terms Due on the 10th	Ship via None Specified46
Contact phone (605) 210-1096	Primary phone	Prepay and Add

Vehicle info:	Year/Make/Model 2021 / OTHER /	Cust Unit # #3
	VIN/Short VIN 1F66F5DN5M0A05697 / M0A05697	Miles/Hours 0 / 0

Repair Order no. RO - RO-0361895 **Operation #** 2

Condition ABS, and traction control light, exhaust repair

Correction While the trolley was in the shop for a service, the customer requested that the ABS and traction control warning lights be looked at.
Plugged the diagnostic computer into the trolley and found fault codes for the right front and both rear wheel ABS sensors.
The right front was the actual sensor, and the rears were from very worn brakes.
The front wheel was pulled, and the sensor was disconnected and unrouted from the trolley.
A new sensor was routed and plugged into the bracket. The wheel was reinstalled.
The rear wheels were removed from the trolley, and the rear brake calipers were unbolted and removed.
The hub hardware was removed, then the hubs and rotors were pulled from the axle.
The hubs and ABS tone rings were removed from the rotors.
The tone rings were attached to the new rotors, which were then attached to the hub.
New seals were installed in the hubs, and the assembly was slid back onto the spindle and secured with the existing hardware.
New brake pads were installed into the calipers and over the rotors.
The wheels were reinstalled, and the trolley was set back on the ground.
During these repairs, we found that the rear exhaust pipe was rusted off and would create an exhaust issue for passengers.
After discussing it with the customer, it was decided to replace the broken portion of the exhaust.
The existing section was cut off and removed; a new section was built and mounted to the exhaust and the hangers.
The trolley was taken on a road test, and everything performed properly.

****Notification****

The wheels of this vehicle have been removed and re-installed according to OEM specifications. Your vehicle will require the wheel nuts to be checked and re-torqued to proper specifications after a specific number of miles of use. Check your owner's manual and follow the instructions. Failure to do so may result in the wheel coming loose causing damage to this vehicle and other property as well as serious bodily injury or death!

Part number	Description	Ord	Del	B/O	List Price	Unit price	Ext. price
125_PART_NC	FORD TRUCK PARTS - NO CORE	1	1	0	0.00	172.14	172.14

DU9Z2C204C Wheel Speed Sensor



P.O. Box 3112
RAPID CITY, SD 57709

Page 2 of 4

INVOICE

Invoice # IN-2044095

Cust PO #

SO # SO-2856919

Date 08/21/2026

Writer Ryan Ellerton

Invnt:Cust 14:14 Cust acct# 010132 PS#

125_PART_NC	FORD TRUCK PARTS - NO CORE	2	2	0	0.00	222.82	445.64
622991PRM Brake Rotors							
OAP_MKD786	SEMI-MET PADS	1	1	0	152.38	85.82	85.82
SKF_34928	WHEEL SEAL	2	2	0	159.00	107.39	214.78
WAL_W35786	EXHAUST CLAMP 3"	3	3	0	10.15	5.49	16.47
125_PART_NC	FORD TRUCK PARTS - NO CORE	1	1	0	0.00	356.32	356.32
Exhaust tailpipe							
NAP_733-5753	CLAMP	2	2	0	40.67	17.61	35.22
Labor							2,010.00

Repair Order no. RO - RO-0361895 Operation # 3

Condition Replace the engine

Correction While the trolley was in the shop for other repairs, a check engine light appeared on the dash; the fault code showed a cylinder 2 misfire.
After further investigation, we found the engine was out of service.
Discussed repair options with the customer, and we decided to swap the engine for a new 7.3.
Unhooked A/C lines, radiator hoses, main power distribution box, and removed the whole assembly. Removed alternator, power steering pump, and A/C compressor. Removed fuel lines and main wiring harness. Removed exhaust pipes and manifolds.
Removed heater and intake hoses. Had to remove the transmission mount and crossmember and remove the transmission. Removed the engine assembly. Swapped motor mounts onto new engine. Swapped the 8 old coil packs onto the new engine; it came with new spark plugs. Swapped the intake manifold and installed new intake gaskets. Swapped the flywheel and bellhousing mid plate onto the new engine.
Installed engine assembly into truck. Installed bellhousing bolts, torque converter bolts, and starter.
Installed exhaust manifolds and gaskets. Installed alternator, power steering pump, A/C compressor, belt tensioner, and belt. Hooked up the fuel lines, main wiring harness, and heater hoses. Installed new thermostat crossover tube. Installed the exhaust with new studs & nuts.
Installed radiator, A/C condenser, main distribution assembly. Hooked up radiator and A/C hoses. Filled coolant system with 4 gals of antifreeze.
Installed the bumper assembly. Engine came full of oil and had a new oil filter. Recharged A/C system. Started engine. Ran engine for 30 mins to do initial break-in.
Took the trolley on a road test, and it performed properly.

Part number	Description	Ord	Del	B/O	List Price	Unit price	Ext. price
125_PART	FORD TRUCK PARTS	1	1	0	0.00	9,588.67	9,588.67

LC3Z6006H 7.3 Engine

Core exchange

**INVOICE**

Invoice # IN-2044095

Cust PO #

SO # SO-2856919

Date 08/21/2026

Writer Ryan Ellerton

P.O. Box 3112
RAPID CITY, SD 57709

Invnt:Cust 14:14 Cust acct# 010132 PS#

125_PART_NC	FORD TRUCK PARTS - NO CORE	2	2	0	0.00	27.65	55.30
LC3Z9448 Exhaust manifold gaskets							
NAP_699030	SPARK PLUG WIRE SET	1	1	0	333.92	144.63	144.63
125_PART_NC	FORD TRUCK PARTS - NO CORE	8	8	0	0.00	7.01	56.08
LC3Z9448 Exhaust manifold gaskets							
125_PART_NC	FORD TRUCK PARTS - NO CORE	4	4	0	0.00	63.77	255.08
125_LJ9Z7J227A Transmission cooler O rings							
GRX_134A	HFC REFRIDGE BY LB	2	2	0	79.36	37.30	74.60
GRX_BARSRED505055	BARSOL RED 50/50	4	4	0	29.43	12.58	50.32
NAP_112980	MOBILE 1 SYN ATF	3	3	0	33.47	14.50	43.50
125_W714870S430	EXHAUST MANIFOLD NUT	16	16	0	30.63	17.78	284.48
507_PART	MISC PART	2	2	0	0.00	20.64	41.28
125_W714870S430	EXHAUST MANIFOLD NUT	16	16	0	30.63	17.78	284.48
125_PART_NC	FORD TRUCK PARTS - NO CORE	1	1	0	0.00	181.95	181.95
o2 sensor							
NAP_103008	5W20 MOBIL 1	8	8	0	31.07	13.46	107.68
Labor							10,000.00
Shop supplies							300.00

Tolley 425
SL

Received by

See warranties on final page

Total merchandise	12,794.44
Total cores	0.00
Total labor	12,010.00
Tax amount	0.00
Invoice total	\$24,804.44

TERMS AND CONDITIONS

The customer (hereinafter "you" or "customer") acknowledges and agrees to the following terms and conditions when purchasing parts from or engaging Inland Truck Parts Company (hereinafter "we" or "us") to perform services of any kind. These terms and conditions apply to any purchase order, invoice, statement of work or other document provided by us to any customer. Receipt of the following terms and conditions shall be an effective acceptance of the terms herein.

LIMITED WARRANTY

We warrant to the original purchaser of the products rebuilt, reconditioned or remanufactured by us that, for a period of 60 days from the date of the sales invoice covering such products, such products will be free from defects in materials and workmanship under normal service and use. This warranty shall not apply to any products which have been subject to misuse, abuse, negligence, accident or unauthorized repairs or alterations, including by way of illustration only and not by way of limitation, improper installation, lack of lubrication or use of improper lubricants. No product will be eligible for this warranty unless it is returned to our shop with transportation charges prepaid for our inspection within 90 days from the date of the sales invoice for such product. Our obligation under this warranty and customer's exclusive remedy shall be limited, as we may elect, either to the repair or replacement of any products our examination shall disclose to our satisfaction to be defective, free of charge at our shop, or to payment of an amount equal to the original purchase price of such products per our invoice. THIS IS A LIMITED WARRANTY.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED UPON OR CAUSED BY BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OR LEGAL THEORY EVEN IF WE ARE UNABLE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS. Some states do not allow the exclusion or limitations on warranties or remedies. In such states, all or part of the exclusions or limitations contained in this invoice may not apply.

All new products and factory rebuilt, reconditioned or remanufactured products are warranted by their respective manufacturers, not by us. All used or second-hand products are sold "AS IS" and without any express or implied warranties. We shall not be liable for any labor charges incurred by customer in connection with the removal, replacement, adjustment or repair of any defective products. The customer also acknowledges that we shall not be responsible for the loss or damage to any vehicle or equipment which the customer leaves at our shop, or to any accessories or contents thereof, resulting from theft, fire, collision or any other cause. We shall conduct all labor services and provide all parts in a good and workmanlike manner but shall have no liability related to our services or parts to the customer or any other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

The customer shall reimburse us for all costs and expenses, including reasonable attorneys' fees incurred by us in collecting amounts due and payable.

ENTIRETY OF AGREEMENT

The customer hereby acknowledges that the terms contained herein are a complete statement of the relationship between us and the customer in connection with the services and/or products provided to the customer. The terms contained herein amend, restate, supersede and terminate any and all prior agreements between us and the customer, whether written, implied or oral, including any terms and conditions or any other similar documents.

SACRISON ASPHALT

Asphalt Hot Mix Sales

PO Box 100

Whitewood, SD 57793-0100

Invoice

Date	Invoice #
8/18/26	26078-04

Bill To
City of Deadwood 67 Dunlop Avenue Deadwood, SD 57732

ONLINE CHECK PAYMENTS
 We are now accepting online payments with
 your check and NO FEE! Quick & Easy
 Save a stamp and save your time!
 Please e-mail tiffany@sacrisonpaving.com for
 more information.

PO/Job Number	Terms	Ship	F.O.B.	Project
	Due on receipt	8/18/26	HOT PLANT	
Quantity	Description	U/M	Price Each	Amount
41.15	ASPHALT Outside Sales E2	TN	78.00	3,209.70
ASPHALT SALES ARE SEPARATE FROM SACRISON PAVING ACTIVITIES. PLEASE WRITE SEPARATE CHECKS.				
PLEASE PAY FROM THIS INVOICE. THANK YOU FOR YOUR BUSINESS!!			Total	\$3,209.70

All accounts are due and payable upon receipt. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Phone Number	Fax #	e-mail
605.269.2005 Office	605.722.0029	tiffany@sacrisonpaving.com

**Spearfish**

2905 4th Ave
Spearfish, South Dakota 57783
1-605-642-8836
Ace Store #10903

Sales

Section 6 Item q.

Invoice Address

CITY OF DEADWOOD PUBLIC
WORKS
102 SHERMAN ST
DEADWOOD, SD, 57732

Job / Delivery Address

CITY OF DEADWOOD PUBLIC
WORKS
102 SHERMAN ST
DEADWOOD, SD, 57732

Invoice No**13908935****Invoice Date**

08/25/2026 11:03 AM

Customer

770815

Contact Name

LORNIE STALDER

Contact Number

(605) 578-3082

Your Ref**Buildings****Our Ref****69272425****Taken By**

ERIC W

Sales Rep

E WEILAND

Terms

Net 10th of month

426 Oakridge Well house



Mead V2

Page 1 of 1

Special Instructions**Notes**

~Buildings- Oak Ridge Pumphouse~

Line	Ordered	Shipped	U/M	Item #	Description	Price	Total
					PO#1397257-EW- Wausau Order#1002111076 - ETA:8/10/26- DK Denali 4x8, 4x10 No-Groove Pnls, Caulk, Touchup- Accepted from Q#1430214 . Order Approved by Lornie Stalder- via Email		
1	8	8	EA	zz_SPESSSPF_796 79	3/8 in. x 4 ft. x 8 ft. No Groove Ship Lap Panel Woodgrain Denali Bin Location: SPE	240.23 / EA	1,921.84
2	4	4	EA	zz_SPESSSPF_792 1	3/8 in. x 4 ft. x 10 ft. No Groove Ship Lap Panel Woodgrain Denali Bin Location: SPE	295.23 / EA	1,180.92
3	1	1	EA	zz_SPESSSPFACC_ 22628	Touch Up Paint 8 oz. Denali Bin Location: SPE	28.72 / EA	28.72
4	1	1	EA	zz_SPESSSPFACC_ 22629	Dynaflex 920 Brown BR110 10.1 fl. oz. - matches DK Denali- 12/Crtn Bin Location: SPE SPECIAL ORDER ITEMS MAY NOT BE RETURNED. THANK YOU FOR YOUR ORDER! ERIC	119.27 / EA	119.27
5	4	4	EA	LPONOSC	LP ONYX 5/4X4"-10' OSC W/FIN	97.93 / EA	391.72
6	12	12	EA	ST54416ON	5/4X3.5"-16' ONYX LP SMART TRIM	34.96 / EA	419.52
7	2	2	EA	ST54616ON	5/4X5.5"-16' ONYX LP SMART TRIM LOC: ERIC'S MDR	53.11 / EA	106.22
8	1	1	EA	LPOND C	LP ONYX 1"X10' DRIP CAP	19.08 / EA	19.08

Special Ordered (non-stock) items are not returnable.

Received By:

All accounts due and payable the 10th of the month following date of purchase. Finance charge computed at 1.5% per month (18% per year) on remaining balances (\$1.00 minimum). This may be changed to comply with applicable state law. I agree to above terms and certify materials listed on this ticket were used at the job / job site listed above.

Total Amount	\$4,187.29
Sales Tax	\$0.00
Invoice Total	\$4,187.29

**Spearfish**

2905 4th Ave
Spearfish, South Dakota 57783
1-605-642-8836
Ace Store #10903

Sales Invoice

Invoice No 13914080
Invoice Date 08/26/2026 11:00 AM
Customer 770815
Contact Name LORNIE STALDER- Troy
Contact Number (605) 580-3322
Your Ref **Buildings**
Our Ref 69810600
Taken By ERIC W
Sales Rep E WEILAND
Terms Net 10th of month



Mead V2

Page 1 of 1

Special Instructions	Notes
	~Buildings- Oak Ridge Pumphouse: DK Denali Battens, 4x8 Onyx Pnl- Ordered by Troy- 605-580-3322~

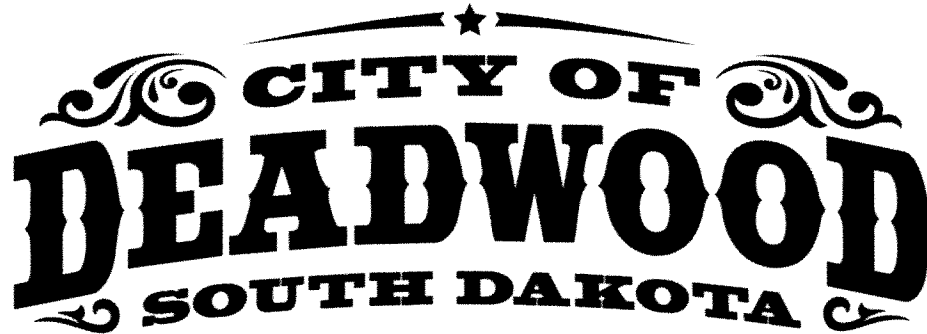
Line	Ordered	Shipped	U/M	Item #	Description	Price	Total
1	4	4	EA	zz_SPESSSPFACC_23465	PO#1409056-EW- Wausau Order# - WILL CALL- CUSTOMER PICK UP- ETA:8/26/26- 4pks- 19/32"x3-16' Battens- DK Denali; 1ea- 3/8"x4x8 Pnl- DK Onyx DENALI 19/32 X 3 X 16' CED DK CED TRIM 4PK	187.19 / EA	748.76
2	1	1	EA	zz_SPESSSPF_80649	Bin Location: SPE ONYX 4 X 8 3/8" NGSL DK CED PANEL Bin Location: SPE SPECIAL ORDER ITEMS MAY NOT BE RETURNED. THANK YOU FOR YOUR ORDER! ERIC	98.47 / EA	98.47

Special Ordered (non-stock) items are not returnable.

Received By: _____

All accounts due and payable the 10th of the month following date of purchase. Finance charge computed at 1.5% per month (18% per year) on remaining balances (\$1.00 minimum). This may be changed to comply with applicable state law. I agree to above terms and certify materials listed on this ticket were used at the job / job site listed above.

Total Amount	\$847.23
Sales Tax	\$0.00
Invoice Total	\$847.23



Event Complex Rental and Use Agreement

Event: Lead Deadwood Soccer Association

Date of Event: 8/29/26-10/30/26

**** 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. **

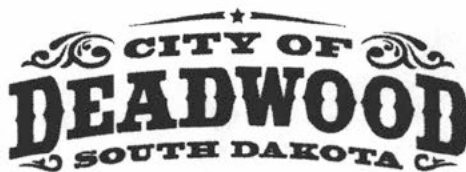
**** Disclaimer:** During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. **

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: Lead Deadwood Soccer Association

Contact Information:

Name of Applicant: Brechelle Bacon

Business/Organization: Lead Deadwood Soccer Association

Dates Event Complex requested:

Set up Date(s): 8/29/2026 Hour(s): Afternoon

Event Date(s): _____ Hour(s): Afternoon

Clean-up Date(s): 10/30/26 BB Hour(s): _____

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: _____

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: Brechelle Bacon Title: President
 Phone: 6053471000 Representing: LDSA

Name: Grace Winsell Title: Secretary
 Phone: 507-829-4390 Representing: LDSA

Name: Coltan R Title: Board Member
 Phone: XXXX Representing: LDSA

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	\$ _____	☒	Key Deposit \$ _____
Baseball Fields	\$ _____	☒	Damage Deposit \$ _____
Parking Lots ONLY	\$ _____	☐	*Total Deposits \$ <u>0</u>
Add'l Set-Up/Tear Down	\$ _____		*minus Admin Fee of \$250.00
Tent(s)	\$ _____		and early arrivals if any.
Event Complex Cleaning			Alcohol Fee (Pg 18)
And Trash Removal	\$ _____		(\$100.00 per day) \$ _____
Cleaning Baseball Restrooms	\$ _____		
Cleaning Ferguson Restrooms	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>0</u>		

Organization: LDSA

Signature: *ala* Date: 8/24/26

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.
BB
Initials _____
2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.
BB
Initials _____
3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee
BB
Initials _____
4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.
BB
Initials _____
5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.
BB
Initials _____
6. I understand and agree: (Please Check Box for your Acknowledgement)
 - ☐ The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
 - ☐ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
 - ☐ The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
 - ☐ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
 - ☐ If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

- ☐ The person in charge will not allow anyone to interfere with the fire alarm system.
- ☐ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ☐ The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ☐ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ☐ No alterations can be made to the buildings or grounds, without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ☐ 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.

BB
Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

- ☒ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☒ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

BB
Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- 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: LDSA

Name: Brechelle Bacon

Title: President

Signature: 

Date: 8/24/26

Liability Insurance

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

Name of Insurance Company: Accord

Agent's Name: Please see file Policy Type: _____

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):

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 BB

- 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 BB

- 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 BB

- 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 BB

- 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 BB

- 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 BB

- 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 BB

- 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 BB

- 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.

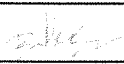
Initials BB

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: LDSA

Name: Brechelle Bacon

Title: President

Signature: 

Date: 8/24/26

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: LDSA

Name: Brechelle Bacon

Title: President

Signature: _____

Date: 8/24/26

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: LDSA

Name: Brechelle Bacon Title: President

Signature: _____ Date: 8/24/26

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: LD SA

Name: Brechelle Bacon

Title: President

Signature: _____

Date: 8/24/26

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: LDSA Name: Brechelle

Title: President 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 BB

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 BB

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

Initials BB

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 BB

Organization: LDSA
Name: Brechelle Bacon Title: President
Signature: [Signature] Date: 8/24/26

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: LDSa

Name: Brechelle Bacon

Title: President

Signature: _____

Date: 8/24/26

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: LDSA

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: City of Deadwood Phone Number: _____
 City/State: Deadwood SD Event Name: Practices/Games
 Event Location: _____ Email: _____

2) Name: City of Lead Phone Number: _____
 City/State: Lead SD Event Name: Practices/Games
 Event Location: _____ Email: _____

3) Name: LDHS Phone Number: _____
 City/State: Lead SD Event Name: Practices/Games
 Event Location: _____ Email: _____

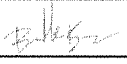
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>

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.

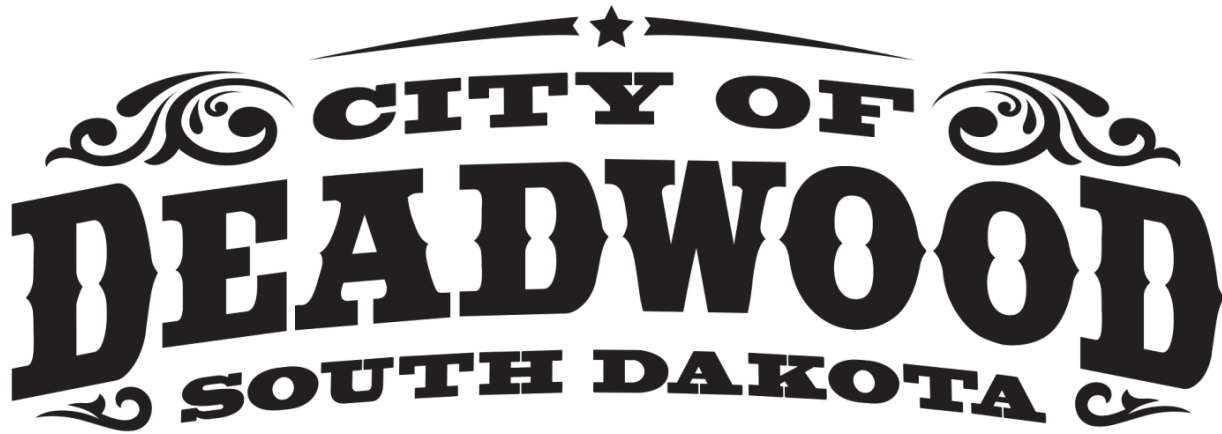
Organization: LDSA

Name: Brechelle Bacon Title: President

Signature:  Date: 8/24/26

Daytime Phone Number: XXXX

Date of your Event(s): 3/29/26 Group/Event Name: LDSA



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

Deadwood Lead 76ers Swim Invitational

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

☐ Run	☐ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street Fair	☐ Triathlon	☒ Other			

Event Title: Deadwood Lead 76ers Swim Invitational

Event Date(s): January 9-10, 2027 Total Anticipated Attendance: 300
 (month, day, year)
 (# of **Participants** 260 # of **Spectators** 300)

Actual Event Hours: (from: 7:00 a.m. AM / PM (to): 4:00 p.m. AM / PM

Location / Staging Area: Swimming Pool/Gym, Hallway and Racquetball Room

Set up/assembly/construction January 8, 2027 Start time: 4:00 p.m. AM / PM

Please describe the scope of your setup / assembly work (specific details):
Setting up swimming pool area, Testing equipment and adding the lane lines on Friday.

Dismantle Date: January 10, 2027 Completion time: 4:00 p.m. 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: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Lead 76ers Swim TeamChief Officer of Organization (NAME): Stephenie Campbell, Misty TrehwellaApplicant (NAME): Stephenie Campbell, Lorinne Sachau Business Phone: ()

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 Stephenie or Misty Pager/Cell #: 605-920-1197/605-641-4549**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☒

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

☐☒

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

Each swimmers pays a fee for SD Swimming.

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:

Use of swimming pool, gym and recquetball room for our annual swim meet.

Requesting waiver of fees

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: _____

Minimal swim items such as goggles, caps and the meet programs.

We are talking with Rec Center manager on possible food truck or rec center continuing to do concessions

☒☐

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: Swim Team will work with Rec Center staff on clean up.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Team has meet marshalls and officials walking around with the help from Rec Center Staff.

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

Rec Center has accessibility

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: LS and SC

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: LS and SC

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

Are any signs, banners, decorations or special lighting be used? (**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:

☒
☐

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: Stephenie or Misty PHONE: _____

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

USA Swimming

Agent's Name:

see insurance on file

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): Lorinne Sachau
Lorinne Sachau Digitally signed by Lorinne Sachau
 Date: 2026.08.24 12:33:48 -06'00'

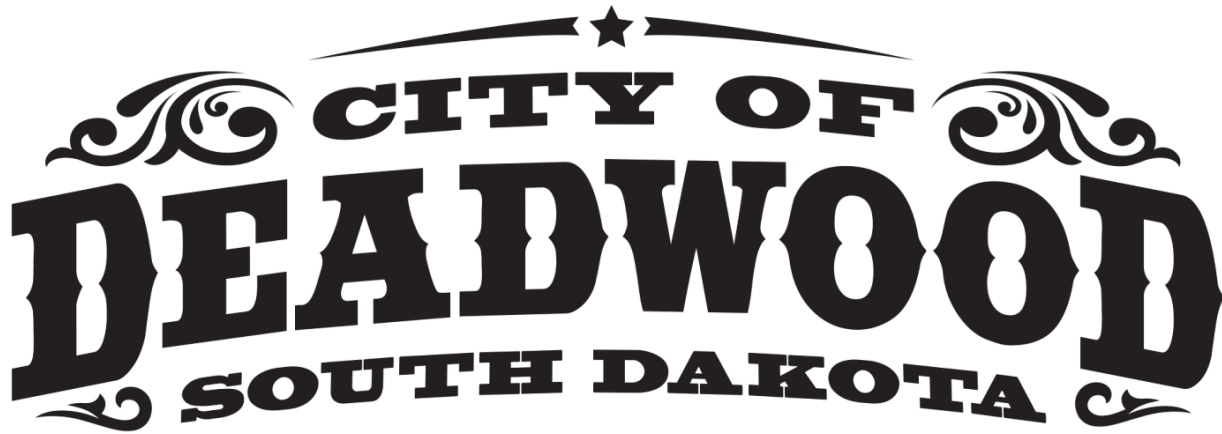
(Signature of Applicant/Sponsoring Organization)

Title: Vice President
 Date: 08/24/2026

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



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

Deadwood Lead 76ers Swim Team Practice

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

☐ Run	☐ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street Fair	☐ Triathlon	☒ Other			

Event Title: Deadwood Lead 76ers Swim Team Practice

Event Date(s): September 21, 2026 Total Anticipated Attendance: August 1, 2027
 (month, day, year)

(# of **Participants** _____ # of **Spectators** _____)

Actual Event Hours: (from: 4:00 p.m. AM / PM (to): 6:30 p.m. AM / PM

Location / Staging Area: Deadwood Rec Center Swimming Pool

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

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

Dismantle Date: August 1, 2027 Completion time: _____ AM / PM

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

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

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:

Use of 2 lanes Monday - Friday.

Waiver of fees

Swimmers and Coaches will pay for membership

Short Course will be September through April

Long Course will be May through July

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: _____

☒
☐

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.

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**: _____

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: MT and SC

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: MT and SC

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

Are any signs, banners, decorations or special lighting be used? (**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:

☒
☐

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: _____ PHONE: _____

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

USA Swimming

Agent's Name:

See insurance on file

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): Lorinne sachau
Lorinne Sachau  Digitally signed by Lorinne Sachau
 Date: 2026.08.13 12:05:19 -06'00'

(Signature of Applicant/Sponsoring Organization)

Title: Vice President
 Date: 8/13/26

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

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

CITY COMMISSION

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 8, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Annual Review - Conditional Use Permit – Vacation Home
 Establishment

APPLICANT(S): Deadwood Rentals – Main

PURPOSE: Annual Review – Conditional Use Permit – Vacation
 Home Establishment

ADDRESS: 819 Main Street
 Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lot 12 in Block A of Sunnyside Addition to the City of
 Deadwood as set out in Plat Book 3 Page 251,
 Lawrence County, South Dakota, except that part
 deeded to the State of South Dakota for highway
 purposes as set out in Book 372 Page 58 and Page
 168.

And

Tract A-1 in Block A, a replat of Tracts “A” and “B” of
 the subdivision of Lot 13, Block A of Sunnyside
 Addition, located in the NW ¼ NE ¼ of Section 27,
 T5N, R3E, B.H.M., City of Deadwood, Lawrence
 County, South Dakota, according to plat filed in
 Document No. 2001-4003.

FILE STATUS: Legal obligations are being met.

ZONE: C1 – Commercial

Conditional Use Permit Review – Vacation Home Establishment
819 Main Street
September 8, 2026

STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: C1 – Commercial	Parking Lot
South: PU – Public Use	Highway/Open Space
East: C1 – Commercial	Hotel
West: R2 – Multi-Family Residential	Church

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on September 18, 2023, to operate a Vacation Home Establishment at 819 Main Street.

The subject property is located on Main Street and is surrounded by a variety of zoning districts.

FACTUAL INFORMATION

1. The property is currently zoned C1 - Commercial District.
2. The subject property has access from Main Street.
3. The subject property is located within a zone where certain commercial uses and gaming are permitted.
4. The property is in a 500-year flood zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of businesses.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial Districts with an approved Conditional Use Permit. The subject property is a triplex consisting of a total of six (6) bedrooms and six (6) baths. Renters can park in the parking lot across the street.

“Vacation Home Establishment” means:

Any home, cabin, or similar building that is rented, leased or furnished in its entirety that is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for more than fourteen (14) days in a calendar year and is not occupied by an owner or manager during the time of rental as defined and permitted by the State of South Dakota and city ordinance.

Conditional Use Permit Review – Vacation Home Establishment
819 Main Street
September 8, 2026

COMPLIANCE:

This Vacation Home Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 182 nights in the past 12 months and has excellent reviews.

No complaints are on record for this establishment.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of Chapter 17.76.040 and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The Conditional Use shall be in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking have not significantly affected the neighborhood since the applicant abides by the parking requirements associated with Short-Term Rentals.

- B. Whether or not a community need exists for the Conditional Use at the location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the Conditional Use in the location has not resulted in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the Conditional Use.

The subject area is zoned C1– Commercial District and is intended to provide locations coinciding with the Downtown Core Commercial Zone where certain commercial uses and gaming are permitted.

- C. The Conditional Use at this location has not resulted in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

The applicant only uses off-street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the Conditional Use has not resulted in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood.

Conditional Use Permit Review – Vacation Home Establishment
819 Main Street
September 8, 2026

- D. Whether or not the proposed use increases the proliferation of nonconforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any Conditional Use, lot and performance standards shall be the same as similar type of uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does have additional Short-Term Rentals nearby. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.

- E. Whether or not the current use in the area has been adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in city ordinance.

The Conditional Use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this Commission for its original approval.
- B. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filled with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place

Conditional Use Permit Review – Vacation Home Establishment
819 Main Street
September 8, 2026

additional stipulations to mitigate a problem.

- D. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such a permit and of any conditions designated in connection therewith.
- E. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved for continued use, staff recommend the following conditions be met:

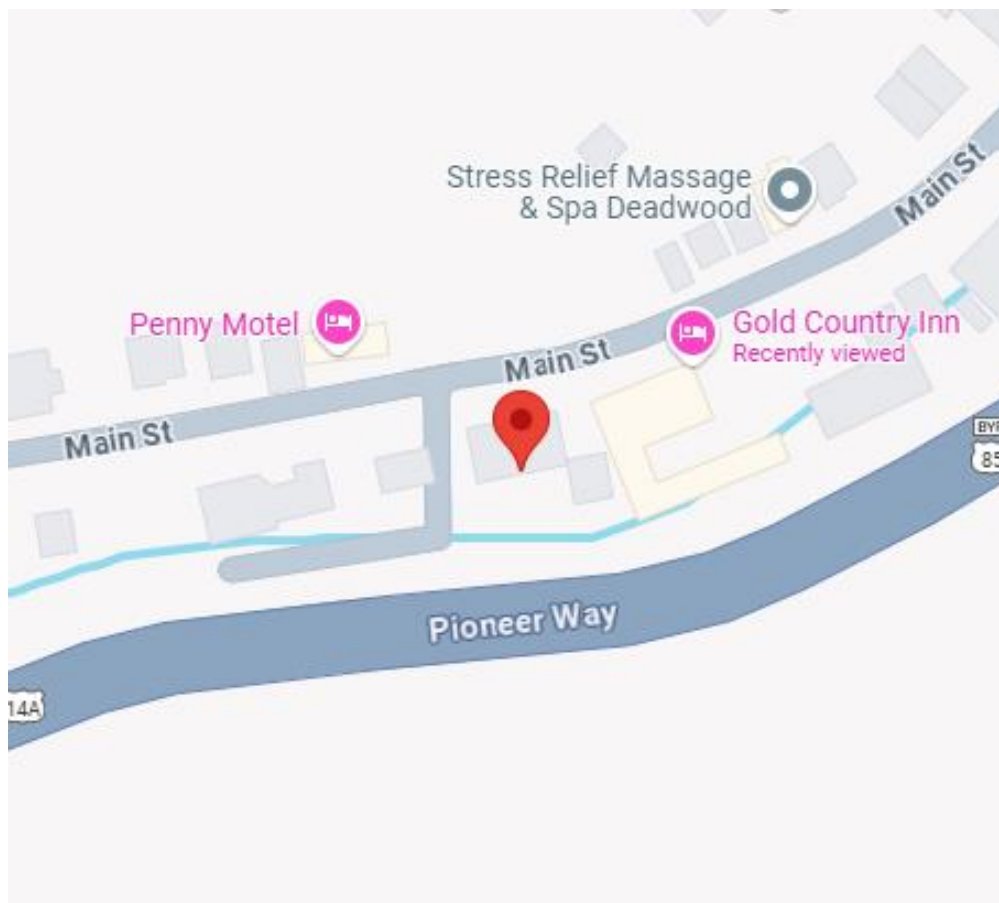
- 1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
- 2. A state sales tax number has been provided to the Planning and Zoning Office for their files.
- 3. The Building Inspector has inspected the building, and it meets applicable building codes.
- 4. City water and sewer rates have changed from residential to commercial rates.
- 5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 6. City of Deadwood Business and Short-Term Rental Licenses have been maintained.
- 7. A Lodging License from the South Dakota Department of Health has been maintained.
- 8. All parking shall be off street.
- 9. No burn permits will be issued to this address.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

- 1. Approval/Denial by Deadwood City Commission (approved by Planning and Zoning Commission September 2, 2026).



Aerial photo of 819 Main Street



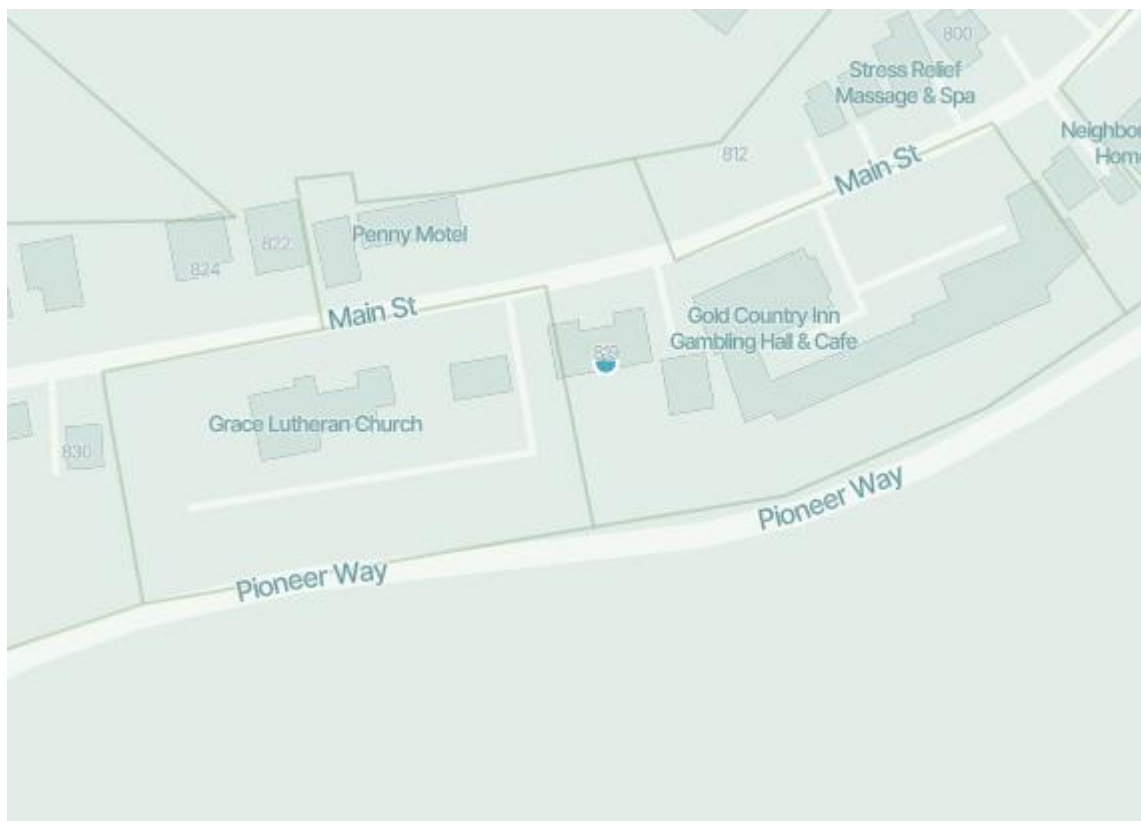
Location map of 819 Main Street



Zoning map showing 819 Main Street

Zoning Legend

- C1 - COMMERCIAL
- CE - COMMERCIAL ENTERPRISE DISTRICT
- CH - COMMERCIAL HIGHWAY
- PF - PARK FOREST
- PU - PUBLIC USE
- PUD - PLANNED UNIT DEVELOPMENT
- R1 - RESIDENTIAL
- R2 - MULTI-FAMILY RESIDENTIAL



Map showing locations of nearby Short-Term Rentals to 819 Main Street.

Rare Hideaway on Main, Retro unit

Share Save



Entire rental unit in Deadwood, South Dakota
6 guests · 2 bedrooms · 3 beds · 2 baths

Guest favorite

4.82
★★★★★

134
Reviews

Hosted by Trinity
Superhost · 10 years hosting

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

- In Deadwood's Upper Main neighborhood

About a 5-min walk to Naked Winery and the start of Main Street's casinos and restaurants
- Retro kitchen and outdoor space

A fully equipped kitchen with a retro 50s theme, plus a front deck and shared backyard
- Walkable, with a responsive host

Guests consistently praise how walkable the location is and how responsive Trinity is

Report this listing

Charming 50s-Themed Main Street Apartment in Deadwood

Located just blocks from downtown, this unique Main Street apartment is the perfect choice for a weekend getaway with friends, a family vacation, or a couples' retreat. We are proud new owners of this historic 1920s building and have lovingly remodeled it to offer a blend of vintage charm and modern comfort, with a fun 50s theme throughout. Guests are also welcome to enjoy the ...

Show more

Where you'll sleep



Bedroom 1
1 king bed, 1 air mattress



Bedroom 2
1 queen bed

What this place offers



Kitchen



Wifi



Free parking on premises



Pets allowed



TV with standard cable



Central air conditioning



Bathtub



Patio or balcony



Backyard

Show all 50 amenities

Select check-in date

Add your travel dates for exact pricing

<

August 2026

September 2026

S	M	T	W	T	F	S	S	M	T	W	Th
						1			1	2	3
2	3	4	5	6	7	8	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	
30	31										

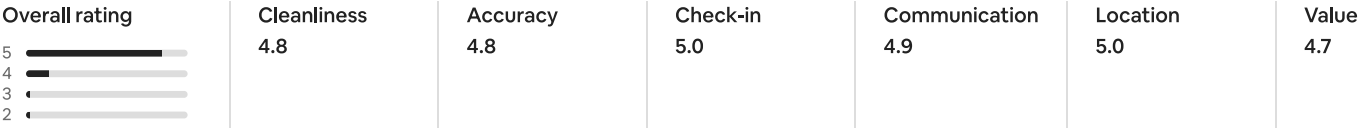


4.82

Guest favorite

This home is a guest favorite based on ratings, reviews, and reliability

[How reviews work](#)



Guest reviews mention

Walkability 53

Location 76

Backyard 8

Pets 12

Cleanliness 40

Nearby 16

Candice
Devils Lake, North Dakota

★★★★★ · 1 week ago · Stayed with a pet

We always enjoy deadwood! Great location to walk to the downtown shops/ restaurants.

Kenna
Hobbs, New Mexico

★★★★★ · July 2026 · Group trip

This was a perfect spot for exploring Main Street! Just a 7 min walk to all the shops and restaurants.

Cam
Salt Lake City, Utah

★★★★★ · June 2026 · Stayed a few nights

Great location. Walkable to downtown. Thin walls was the only complaint we had, but regardless we had a great stay!

Jason
5 years on Airbnb

★★★★★ · July 2026 · Stayed a few nights

good location, easy access to shops and casinos in Deadwood

Jason
7 months on Airbnb

★★★★★ · June 2026 · Stayed a few nights

perfect location. the café next door is now permanently closed however do you really need it when you have a cool 50s kitchenette?
nearest casino was a 5 minute walk which works great for us even though we lost our butts. nice fenced in backyard if u have a dog or kids.

Show more

Stephanie
Edmond, Oklahoma

★★★★★ · May 2026 · Stayed with kids

Close to the main strip. Had everything we needed. Would stay again. Communication with Trinity was easy and super responsive. My sons and I felt at home here.

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

CITY COMMISSION CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 8, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Planning and Zoning Commission
RE: Annual Review - Conditional Use Permit – Vacation Home
 Establishment

APPLICANT(S): Deadwood Rentals - Creekside

PURPOSE: Annual Review – Conditional Use Permit – Vacation
Home Establishment

ADDRESS: 36 Water Street
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Tract A, an 8' platted alley and a portion of Lot R-1 of
the City of Deadwood railroad property all located in
the Hillsdale Addition to the City of Deadwood, in the
NW ¼ of Section 26, T5N, R3E, B.H.M., City of
Deadwood, Lawrence County, South Dakota.

And

Tract B-1, McGovern Hill Addition of the City of
Deadwood, located in the NW ¼ NW ¼ of Section 26
T5N, R3E, B.H.M., City of Deadwood, Lawrence
County, South Dakota.

FILE STATUS: Legal obligations are being met.

ZONE: C1 – Commercial

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
 South: PU – Public Use
 East: C1 – Commercial

Surrounding Land Uses:

Residential
 Open Space/Trail
 Businesses

Conditional Use Permit Review – Vacation Home Establishment
36 Water Street
September 8, 2026

West: C1 - Commercial

Open Space

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on August 21, 2023, to operate a Vacation Home Establishment at 36 Water Street.

The subject property is located on Water Street and is surrounded by a variety of zoning districts.

FACTUAL INFORMATION

1. The property is currently zoned C1 - Commercial District.
2. The subject property has access from Water Street.
3. The subject property is located within a zone where certain commercial uses and gaming are permitted.
4. The property is in a floodway and flood zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of residences, open space, and other commercial businesses.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial Districts with an approved Conditional Use Permit. The subject property is a three (3) bedroom, two (2) bath home. Renters can park in the driveway on the property.

“Vacation Home Establishment” means:

Any home, cabin, or similar building that is rented, leased or furnished in its entirety that is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for more than fourteen (14) days in a calendar year and is not occupied by an owner or manager during the time of rental as defined and permitted by the State of South Dakota and city ordinance.

COMPLIANCE:

This Vacation Home Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 122 nights in the past 12 months and has excellent reviews.

No complaints are on record for this establishment.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of Chapter 17.76.040 and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The Conditional Use shall be in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking have not significantly affected the neighborhood since the applicant abides by the parking requirements associated with Short-Term Rentals.

- B. Whether or not a community need exists for the Conditional Use at the location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the Conditional Use in the location has not resulted in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the Conditional Use.

The subject area is zoned C1– Commercial District and is intended to provide locations coinciding with the Downtown Core Commercial Zone where certain commercial uses and gaming are permitted.

- C. The Conditional Use at this location has not resulted in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

The applicant only uses off-street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals, the Conditional Use has not resulted in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood.

- D. Whether or not the agencies have increases the proliferation of nonconforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by

Conditional Use Permit Review – Vacation Home Establishment
36 Water Street
September 8, 2026

the city or other governmental agency having jurisdiction to guide growth and development.

For any Conditional Use, lot and performance standards shall be the same as similar type of uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does not have additional Short-Term Rentals in the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.

- E. Whether or not the current use in the area has been adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in city ordinance.

The Conditional Use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite. All utilities have been assigned commercial rates.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this Commission for its original approval.
- B. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such a permit and of any conditions designated in connection therewith.
- E. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall

Conditional Use Permit Review – Vacation Home Establishment
36 Water Street
September 8, 2026

expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved for continued use, staff recommend the following conditions be met:

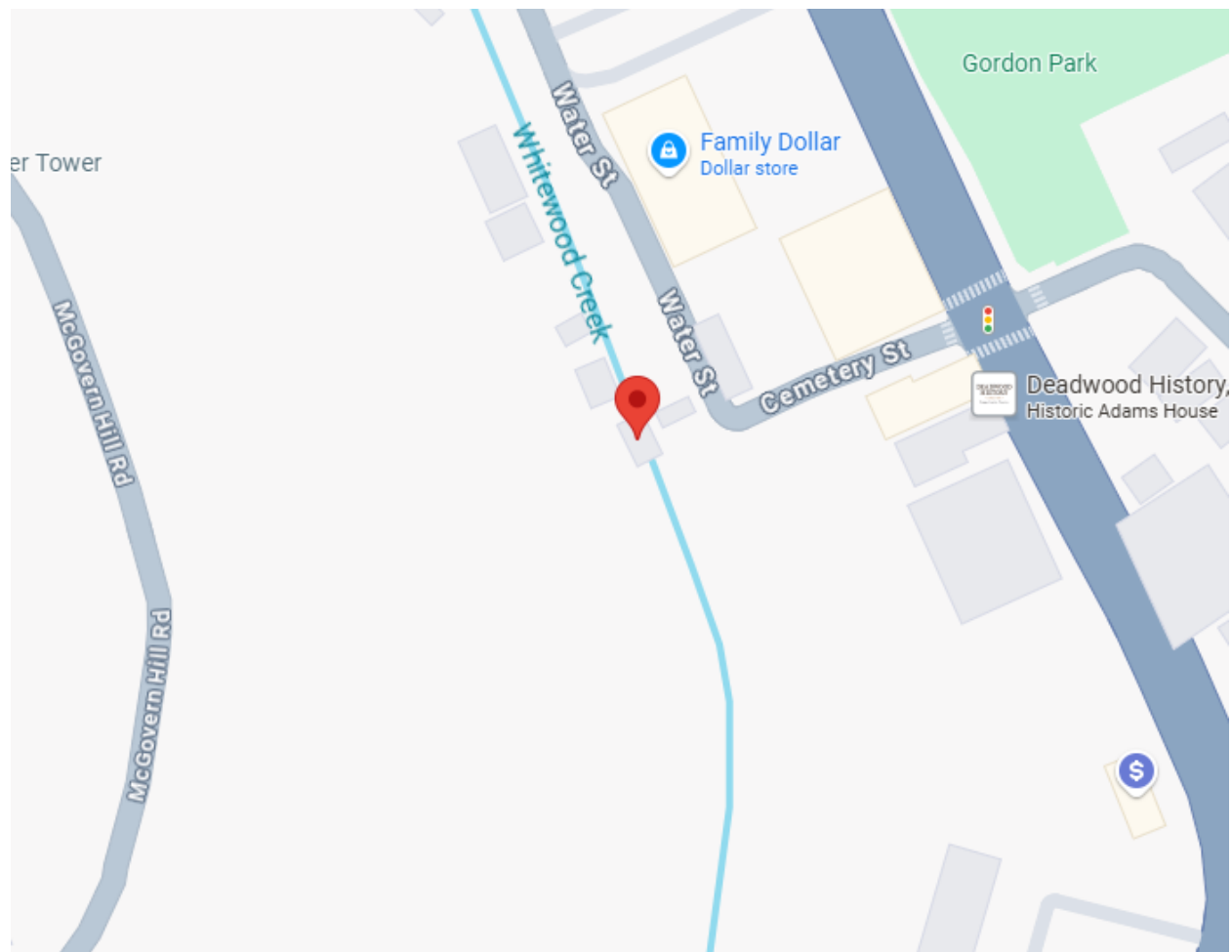
1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets all the building codes.
4. City water and sewer rates have changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business and Short-Term Rental Licenses have been maintained.
7. A Lodging License from the South Dakota Department of Health has been maintained.
8. All parking shall be off street.
9. Burn permits will not be issued for this address.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

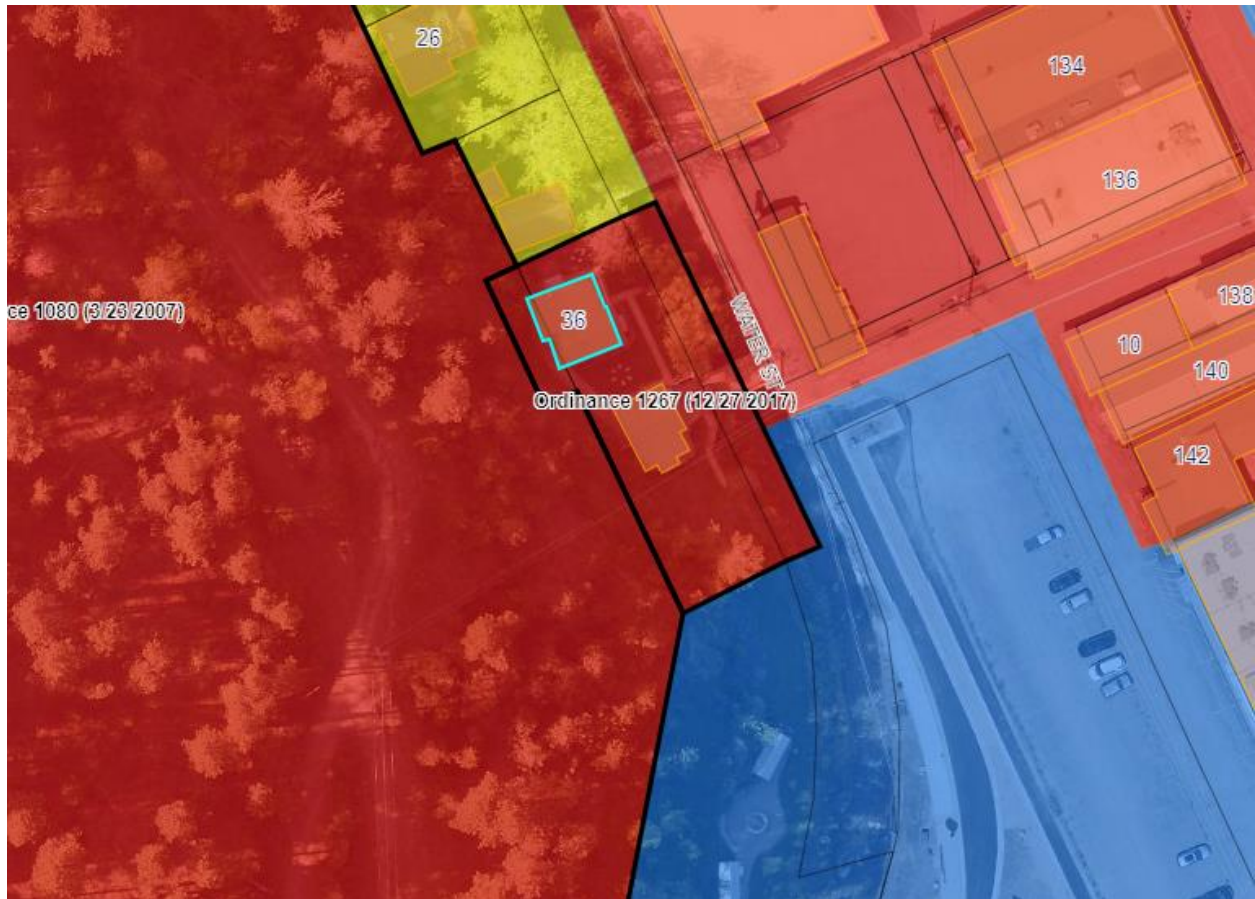
1. Approval/Denial by Deadwood City Commission (approved by Planning and Zoning Commission September 2, 2026).



Aerial photo of 36 Water Street



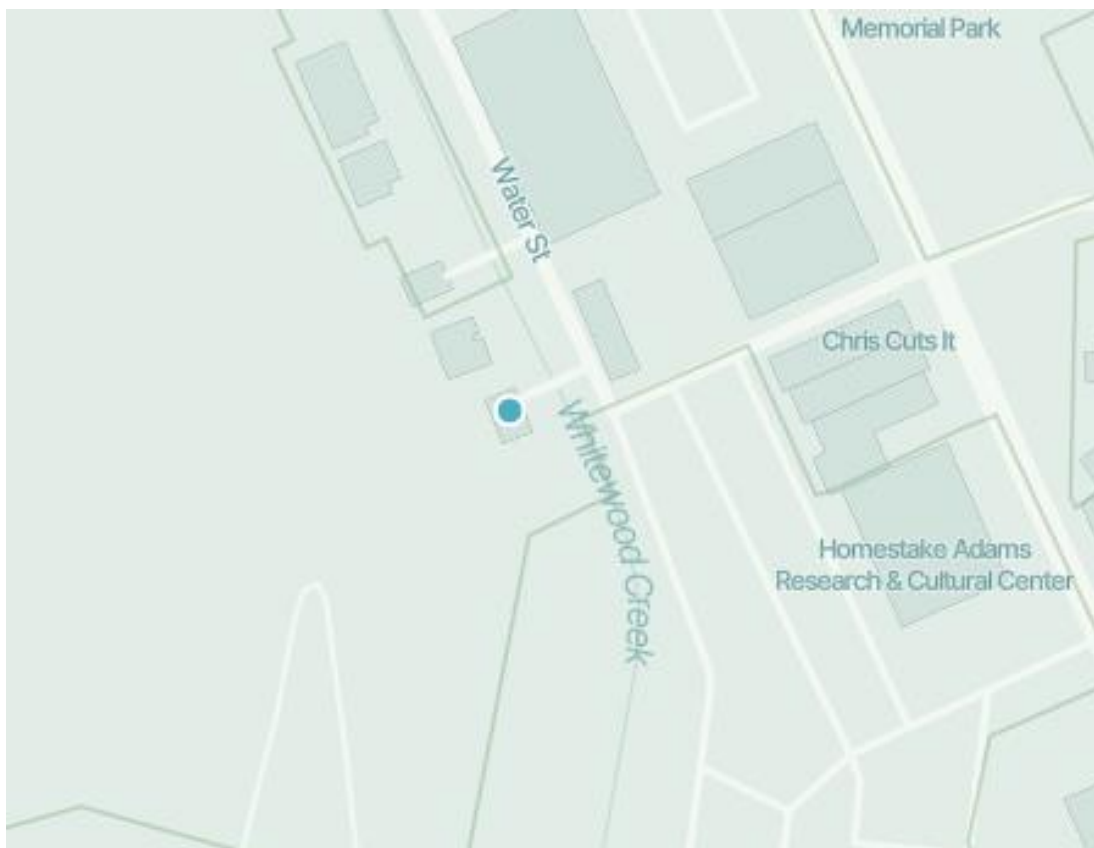
Location map of 36 Water Street



Zoning map showing 36 Water Street

Zoning Legend

- C1 - COMMERCIAL
- CE - COMMERCIAL ENTERPRISE DISTRICT
- CH - COMMERCIAL HIGHWAY
- PF - PARK FOREST
- PU - PUBLIC USE
- PUD - PLANNED UNIT DEVELOPMENT
- R1 - RESIDENTIAL
- R2 - MULTI-FAMILY RESIDENTIAL



Map showing locations of nearby Short-Term Rentals to 36 Water Street.

Historic Creekside Home Dwtn Deadwood w/ Hot Tub

Share

Save



Entire home in Deadwood, South Dakota

14 guests · 3 bedrooms · 9 beds · 2 baths

 Guest favorite 

4.87
★★★★★

318
Reviews



Hosted by Trinity

Superhost · 10 years hosting



In historic Deadwood, one block from Main St

About a 5-min walk to Main Street casinos, restaurants, and shops, with the Mickelson Trail right outside



Private hot tub out back

A private 7-person hot tub tucked behind the home for unwinding after a day in the Black Hills



Walkable yet private, with a great host

Guests highlight the walkable location and creekside privacy, and many mention Trinity as a responsive host

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest 	

 [Report this listing](#)

Stay in the heart of historic Deadwood at this beautifully restored 1902 home just one block from Main Street and Deadwood Mountain Grand. Walk to casinos, restaurants, nightlife, and the Mickelson Trail, then relax in your private 7-person hot tub after a day exploring the Black Hills. With space for large groups, creekside privacy, flexible sleeping arrangements, and convenient parking options, this home offers the perfect mix of location, comfort, and convenience....

Show more

Where you'll sleep



Bedroom 1
1 king bed, 1 double bed, 1 single bed



Bedroom 2
1 queen bed



What this place offers

-  Mountain view
-  Kitchen
-  Wifi
-  Free parking on premises
-  Private hot tub
-  Pets allowed
-  TV with standard cable
-  Free washer – In unit

 Free dryer – In unit

 Exterior security cameras on property

Show all 66 amenities

Select check-in date

Add your travel dates for exact pricing

August 2026							September 2026				
S	M	T	W	T	F	S	S	M	T	W	Th
						1			1	2	3
2	3	4	5	6	7	8	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	
30	31										



4.87

Guest favorite

This home is a guest favorite based on ratings, reviews, and reliability

[How reviews work](#)

Guest reviews mention

Location 197

Hot tub 57

Walkability 108

Hospitality 91

Cleanliness 71

Indoor spaces >

Matt

Ontario, California

★★★★★ · 1 week ago · Group trip

Would stay there again, location was great!

Mary

4 years on Airbnb

★★★★★ · July 2026 · Group trip

Would stay here again! Trinity was very helpful!!!

Jordan

5 months on Airbnb

★★★★★ · June 2026 · Group trip

Would stay again

Lidija

Marietta, Georgia

★★★★☆ · July 2026 · Stayed with a pet

Place is in a perfect location. I really liked the privacy it offered (fenced around for dog to run around offleash) considering it is less than a 5 minute walk to the main street of Deadwood. Place is older, and there is a little slant, but nothing what some of the other comments said. Honestly, this place was great, host was awesome and very responsive. Only reason I gave it 4 instead of 5 stars is th...

Show more

Garrett

1 year on Airbnb

★★★★★ · May 2026 · Stayed with kids

Great spot, perfect for a large party.

Amy

3 years on Airbnb

★★★★★ · May 2026 · Group trip

REQUEST FOR PROPOSALS
DEADWOOD STORAGE SPACES DIRECT (S2D) SERVER

The City of Deadwood will be accepting sealed, signed proposals at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on September 24, 2026, for Deadwood City Hall S2D DataOn Cloud Server. Proposals will be publicly opened at 2:00 p.m. on September 24 with results presented on October 5, 2026 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The City is soliciting sealed proposals from qualified vendors for the purchase and delivery of a two-node Storage Spaces Direct (S2D) server solution to support the City's information technology infrastructure.

The following represents the minimum specifications:

2 - S2D-8224I S2D-8224i

DataON™ S2D-8224i 2U 24x2.5" Cloud Server

Form factor: 2U Rack Server, 17.24" (W) x 30.31" (D) x 3.43" (H)

Supports Dual Intel Xeon® 6 Processor Series & (32) DDR5 DIMM

Drive Bay: (24) NVMe/SAS/SATA 2.5" Hot-swappable

PCIe 5.0 Slot: (1) x8 HHHL & (2) x16 FHHL

2000W (1+1) Dual hot-swappable redundant power supplies with C13/C14 power cords

Intel® VROC™ Enabled and Advanced System Management Key Include

4 - CPU-XEON6-6505P Intel® Xeon® 6505P 2.2 GHz, 12-Core, 48MB Cache, 150W

16 - MMD5-32G-6400 DataON™ 32GB DDR5 6400MHz ECC-Register RDIMM

4 - M.2-DATAON-960 DataON™ 960GB NVMe M.2 2280 Boot Drive For OS

16 - SSD-IN-PS1010-3T8 Solidigm® D7-PS1010™ PCIe 5.0 NVMe U.2 3.84TB TLC SSD

4 - MCX713104ASADAT-3YR NVIDIA® ConnectX®-7 Quad-Port SFP56 25/50GbE RDMA Card with 3-Year Warranty

12 - CB-DON-S2825-003 DataON® Passive Direct Attach Copper Cable, ETH, up to 25Gb/s, SFP28, 3M

1 - WRTY-5YR-WW 5 Years DataON™ Advanced Replacement Warranty & Support

Must be received and invoiced in by December 15, 2026.

LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED

To obtain a complete Request for Proposal or request an on-site visit, please contact:

Jessica McKeown, Finance Officer

Phone: (605) 578-2600 opt 5

Fax: (605) 722-0786

The City of Deadwood reserves the right to review proposals for up to 30 days. The City of Deadwood also reserve the right to reject any and all proposals.

Dated this 8th day of September 2026.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: September 10 and 17, 2026.

For any notice that is published twice:

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

**CORRECTION
NOTICE OF PUBLIC HEARING
FOR FAIR IN THE SQUARE
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 8, 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:

Deadwood Street closure from Main Street to Pioneer Way from 10:00 am. on Friday, September 11 to 11:00 p.m. on Saturday, September 12, 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.

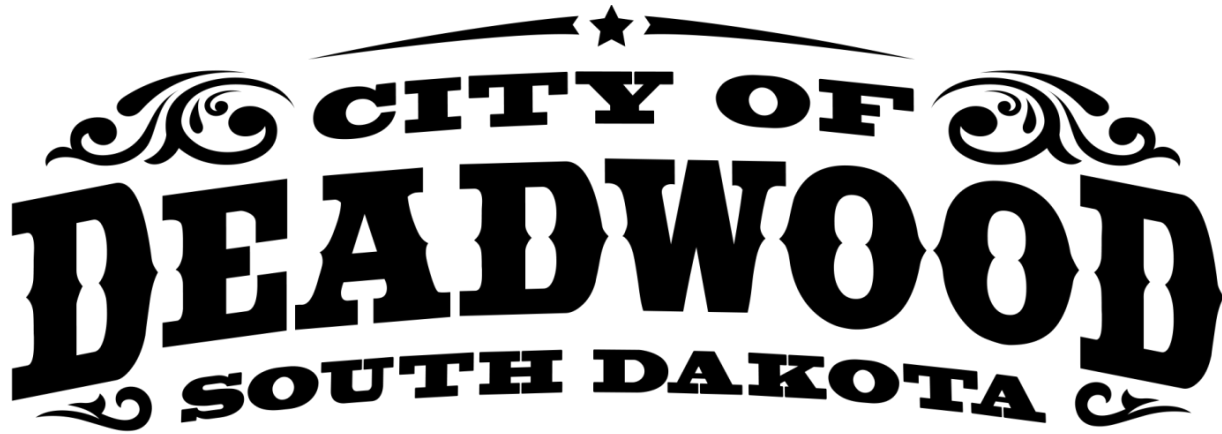
Dated this 21st day of August, 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: September 3, 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

Fair in the Square - Sept 11 & 12, 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

☐ Run	☐ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☒ Street Fair	☐ Triathlon	☐ Other			

Event Title: Fair in the SquareEvent Date(s): Sept 11 & 12, 2026

(month, day, year)

Total Anticipated Attendance: _____

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 9/11 3 pm & 9/12 10 am AM / PM (to): 9/11 8 pm & 9/12 7 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction 9/11/26 Start time: 10 am AM / PMPlease describe the scope of your setup / assembly work (specific details): Unloading of vendorsDismantle Date: 9/12/26 Completion time: 11 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St closing 9/11 - 10 am reopening 9/12 - 11 pm

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

OPEN CONTAINER

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

Date: _____ 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: Outlaw Square

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

Applicant (NAME): Bobby Rock

Business Phone: (605-717)-9848

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

Name: _____

Address: _____

(city)

(state)

(zip code)

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

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

REQUIRED:

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

FEES / PROCEEDS / REPORTING

NO

YES

□



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

□



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

Vendor fee

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:

Annual event at Outlaw Square

Requesting Deadwood st closure - starting at 10 on Friday, September 11

Reopening Deadwood St on Saturday, September 12 - 11 pm

using for loading in vendors and possible food truck set up

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: _____
Vendor items - arts & crafts



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: 8 Trash Containers w / lids: n/a

- 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: Outlaw Square handles all clean up and trash removal

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Outlaw Square handles security
Badlands Security will have overnight watch

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

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

NO YES

☐
☒

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

Security Organization: Badlands Security

NO YES

☐
☒

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

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

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? (**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:
☐	☒	posters, social media, website
☒	☐	Will there be any live media coverage during your event? If YES , please explain:

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

NAME: Bobby Rock PHONE: 605-641-9162

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084. The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris

(Signature of Applicant/Sponsoring Organization)

Title: Wade (Bobby Rock) Morris

Date: 8/20/26

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

ORDINANCE NO. 1448
AN ORDINANCE AMENDING TITLE 17 – ZONING
CITY OF DEADWOOD
ZONING MAP

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM.

FROM: C1 – Commercial
 TO: R1 – Residential

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from C1 – Commercial to R1 – Residential, to-wit:

Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **R1 - Residential**. The parcel contains 0.54 Acres, more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

Dated this 8th day of September, 2026.

CITY OF DEADWOOD

 Charlie Struble-Mook, Mayor

ATTEST:

 Jessica McKeown, Finance Officer

First Reading: August 17, 2026
 Second Reading: September 8, 2026
 Published: September 10, 2026
 Adopted: October 1, 2026



FINANCE OFFICE
Deadwood City Hall
102 Sherman Street
Deadwood, South Dakota 57732
Telephone (605) 578-2600
Fax (605) 722-0786

CERTIFICATE OF MUNICIPAL TAX LEVY

To: Brenda McGruder, Lawrence County Auditor

From: Jessica McKeown, Finance Officer

This is to certify that the following tax levies are to be made for the City of Deadwood, South Dakota for the fiscal year commencing January 1, 2027 and ending December 31, 2027.

For General Fund: \$1,677,567

Dated this 8th day of September 2026

Charlie Struble-Mook, Mayor

Jessicca McKeown, Finance Officer

Brenda McGruder, County Auditor

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: September 3, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Authorization to Purchase Real Property for Viewshed Protection
 and Public Space

The City Commission is requested to authorize the purchase of approximately 2.25 acres of real property for a total purchase price of **\$315,437.50**. Funding will be provided by the Deadwood Historic Preservation Commission for viewshed protection and the creation of public space within the Deadwood National Historic Landmark.

Legal Description:

- Tract F of MS #283, City of Deadwood, Lawrence County, South Dakota;
- Lots 1–8, Block 1, Howard Addition, City of Deadwood, Lawrence County, South Dakota; and
- Lot 6, Block F, Fargo Addition, City of Deadwood, Lawrence County, South Dakota.

The property will support access to the Whitewood Creek Trail and will be used for public open space, hillside and viewshed protection within the National Historic Landmark, a picnic area, parking, and a dog park. Acquisition will preserve the hillside setting while expanding recreational access and community amenities.

Staff further requests authorization for the Historic Preservation Officer to execute the purchase agreement and all associated documents necessary to complete the transaction, subject to any required legal review and customary closing conditions.

Recommended Motion: Move to authorize the purchase of the real property described above for \$315,437.50, with funding from the Deadwood Historic Preservation Commission and authorize the Historic Preservation Officer to sign the purchase agreement and associated documents.

REAL ESTATE AUCTION PURCHASE AGREEMENT

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN PURCHASER AND SELLER
IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE**

1. **PARTIES TO CONTRACT - PROPERTY.** DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as Purchaser offers and agrees to purchase from KANTI & SULABHA PATEL, hereinafter referred to as Seller, upon the terms and conditions set forth, the property legally described as: M.S. 283 TRACT F includes LOTS 1 THRU 5, BLOCK F, PLAT 1985-03950, MINERAL; HOWARD'S ADDITION, LOTS 1 THRU 8, BLK 1, PLAT BOOK 1, PG 2, 19, HOWARD'S ADDN; FARGO ADDITION, LOT6, BLOCK F, BOOK 1, PAGE 184, FARGO ADDN, ALL LOCATED IN DEADWOOD, SD also known as +/- 2.25 ACRES OWNED BY KANTI & SULABHA PATEL Purchaser and Seller acknowledge that MARTIN JURISCH & ASSOC. - MARTIN JURISCH, hereinafter referred to as Auctioneer, is representing Seller in this transaction.

2. **EARNEST MONEY DEPOSIT.** Auctioneer hereby acknowledges receipt of Earnest Money in the amount of (\$ 47,315.00) FORTY SEVEN THOUSAND THREE HUNDRED & FIFTEEN DOLLARS Cash Check X is attached to this agreement, unless otherwise noted herein, to be deposited by Auctioneer on the next legal banking day after acceptance of this offer.

Other earnest money provisions: EARNEST MONEY DEPOSIT IS NONREFUNDABLE & WILL BE HELD IN TRUST AT FIRST AMERICAN TITLE COMPANY IN RAPID CITY, SD

3. **PURCHASE PRICE.** The total purchase price is to be (\$ 315,437.50) THREE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY SEVEN & 50 CENTS DOLLARS

After earnest money herein is credited, the remaining balance is to be paid by Purchaser at closing.

4. **FINANCING.**

- ☒ **Cash.** This is a cash offer. The remaining balance of \$ 268,122.50 will be paid at closing by certified check. A letter of verification from N/A regarding the availability of funds NONE is attached NO will be delivered by N/A (date) or this agreement, at the option of Seller without notice to Purchaser may be voided.

- ☐ **Contract for Deed/Private Mortgage.** See attached Addendum.

5. **SELLER'S PROPERTY DISCLOSURE.** Purchaser acknowledges receipt of Seller's property condition disclosure statement dated as required by SDCL 43-4-38 through 43-4-43 prior to signing this agreement. (initials) /
Purchaser acknowledges that no disclosure statement is required by reason of the following:
BARE LAND

6. **LEAD-BASED PAINT DISCLOSURE.** Purchaser acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home" and Seller's lead-based paint and lead-based paint hazards form according to the Residential Lead-Base Hazard Reduction Act of 1992. This applies only to properties built prior to 1978. (initials) / N/A

INITIALS: PURCHASER KK / SELLER DS KRP / DS SKP

7. **TAXES/PRORATIONS.** Purchaser is aware that property taxes may or may not be based upon "Owner Occupied Status". Any and all Special Assessments are to be paid by Seller unless otherwise specified in this agreement.

Taxes, rents, road maintenance, water, sewer, and homeowner's association fees, if any are:

To be prorated to DATE OF CLOSING

Not to be prorated

Tax proration will be based upon the: previous year's taxes / agreed upon amount of _____ /
☒ most current county information / new construction estimate other _____

8. **TITLE.** Merchantable title shall be conveyed by Warranty Deed or other sufficient conveyance instrument, acceptable to Purchaser, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An owner's policy of Title Insurance in the amount of the purchase price will be furnished with cost to be distributed: Purchaser 50% Seller 50%.

9. **SURVEY.** Seller is ☒ is not providing a boundary survey of the property. Property is sold based on legal description only. Seller is not aware of any boundary disputes. Seller further states that any fences located on the property do not necessarily represent the property boundary

10. **CLOSING/POSSESSION.** Closing date will be on or before OCTOBER 1, 2026 with possession to be given Purchaser at time of closing. Seller agrees to maintain the property in a condition comparable to its present condition and agrees that Purchaser will have the opportunity for a personal inspection prior to closing. Seller agrees to maintain all existing insurance coverage on property until time of closing.

Closing service fees, if any, cost to be distributed as follows: Purchaser 50% Seller 50%.

All personal property, including refuse, not included in the purchase price, shall be removed by Seller prior to closing. N/A

11. **EARNEST MONEY/DEPOSITS.** Auctioneer or Auctioneer's authorized closing agent shall deposit and hold all earnest money and other deposits until sale is closed. If Auctioneer is holding the earnest money and an accepted offer and agreement to purchase does not close, regardless of the circumstances, both Purchaser and Seller must agree in writing prior to release of earnest money or in the alternative, pursuant to court order in accordance with SDCL 36-21A-81.

12. **PERSONAL PROPERTY.** Any personal property, free of liens and without warranty of condition, shall be transferred to Purchaser by a separate bill of sale. Purchaser will / will not compensate Seller for fuel oil/propane remaining on date of closing. N/A BARE LAND

14. **OTHER PROVISIONS:** _____

INITIALS: PURCHASER KK SELLER DS KRP / DS SKP

15. **ADDENDA TO THIS AGREEMENT.** The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state.

16. The laws of South Dakota govern this transaction.

Dated this 2nd day of SEPTEMBER, 2026 at 2:00 pm a.m./p.m.

<u>Kanti R Patel</u>		<u>PHPC / City of DeSoto</u>	
Purchaser	DocuSigned by:	Purchaser	DocuSigned by:
	<u>Kanti R Patel</u>		<u>Sulabha K Patel</u>
Seller	88DD52564F8944E...	Seller	88DD52564F8944E...

THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY:

MARTIN JURISCH
Auctioneer

OFFICE OF
PLANNING, ZONING AND
HISTORIC
PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



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

BOARD OF ADJUSTMENT STAFF REPORT APPLICATION FOR PLAT

Date: September 8, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Bret Wilkins and Aaron Marxen

PROPERTY OWNERS: Jon and Kimberly O'Shaughnessy

PURPOSE: Revise lot lines

ADDRESS: 25 and 29 Terrace Street

LEGAL DESCRIPTION: Plat of Lot 11AR, Block 64 and Lot 1AR, Block 65 formerly Lot 11A, Block 64 and Lot 1A, Block 65 and a portion of Lot 9, Block 64 Original Townsite, City of Deadwood, Lawrence County, South Dakota.

STAFF FINDINGS:

Surrounding Zoning:

North: R1 - Residential

South: R1 - Residential

East: R1 - Residential

West: R1 - Residential

Surrounding Land Uses:

Residential

Residential

Open Space

Residential

SUMMARY OF REQUEST

The applicant is under contract to purchase 29 Terrace Street in addition to Lots 9, 10 and 11 of Block 67, which is a vacant lot that sits at the corner of Terrace and Stewart Streets.

The current owners of the property have offered to include a portion of land in the sale that currently belongs to 25 Terrace Street. The reason for including this piece of land is so, in the future, both 29 Terrace Street and the vacant lot on Block 67 can be combined into one lot.

The future combination of these two (2) lots into a single lot can only take place after a vacation of a portion of Terrace Street, which was originally platted on the P.L. Rogers map in 1891, but was never actually developed. This undeveloped portion of Terrace Street runs behind the vacant lot that sits on Block 67. It is the intention of the applicant to petition the city to vacate that portion of Terrace Street once they own the adjacent properties.

In addition to the above, the proposed lot line adjustment will result in the lot of 25 Terrace Street to measure smaller than the 5,000 square feet required by city ordinance. The newly named Lot 11AR shows an extension of the lot past the current lot line (marked as "former lot line" on the plat) to maintain compliance with city ordinance.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. Lot 11AR will be comprised of 5,050 square feet $\pm$ which equates to 0.12 acres $\pm$.
2. Lot 1AR will be comprised of 12,062.37 square feet $\pm$ which equates to 0.28 acres $\pm$.
3. The property is not located within a floodplain.
4. Public facilities are available to serve the property.
5. The area is currently characterized by residential dwellings and open space in the hills above.

STAFF DISCUSSION

The subject property is owned by Jon and Kimberly O'Shaughnessy.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.

7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval by Board of Adjustment (approved by Planning and Zoning Commission August 19, 2026).

Return Completed Form To:
Planning and Zoning
108 Sherman Street
Deadwood, SD 57732



Questions Contact:
Kevin Kuchenbecker
(605) 578-2082 or
kevin@cityofdeadwood.com

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: _____

Address: _____
Street City State Zip

Phone Number: _____ Email Address: _____

Property Address: 29 Terrace Ave

Property Owner: _____

Property Owner Phone Number: _____

Full Legal Description of Property: LOT 11AR, BLOCK 64 AND LOT 1AR, BLOCK 65, FORMERLY
LOT 11A, BLOCK 65 AND LOT 1A, BLOCK 64 AND A PORTION OF LOT 9, BLOCK 64
AND A PORTION OF PROBATE LOT 103, ORIGINAL TOWNSITE, CITY OF DEADWOOD

Purpose of this Plat: LOT LINE REVISION

Summary of this Plat: _____

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- ☒ Land is identified with a new legal description for the transfer of the land.
- ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
- ☒ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
- ☒ The street bounding the lot is shown and named.
- ☒ All certifications are indicated and correct on the plat.
- ☒ Dimensions, angles, and bearings are shown along the lot lines.
- ☒ Scale of the plat is shown and accompanied with a bar scale.
- ☒ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☒ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: _____

Date: _____

Staff Use Only

Fee: \$ 400.-

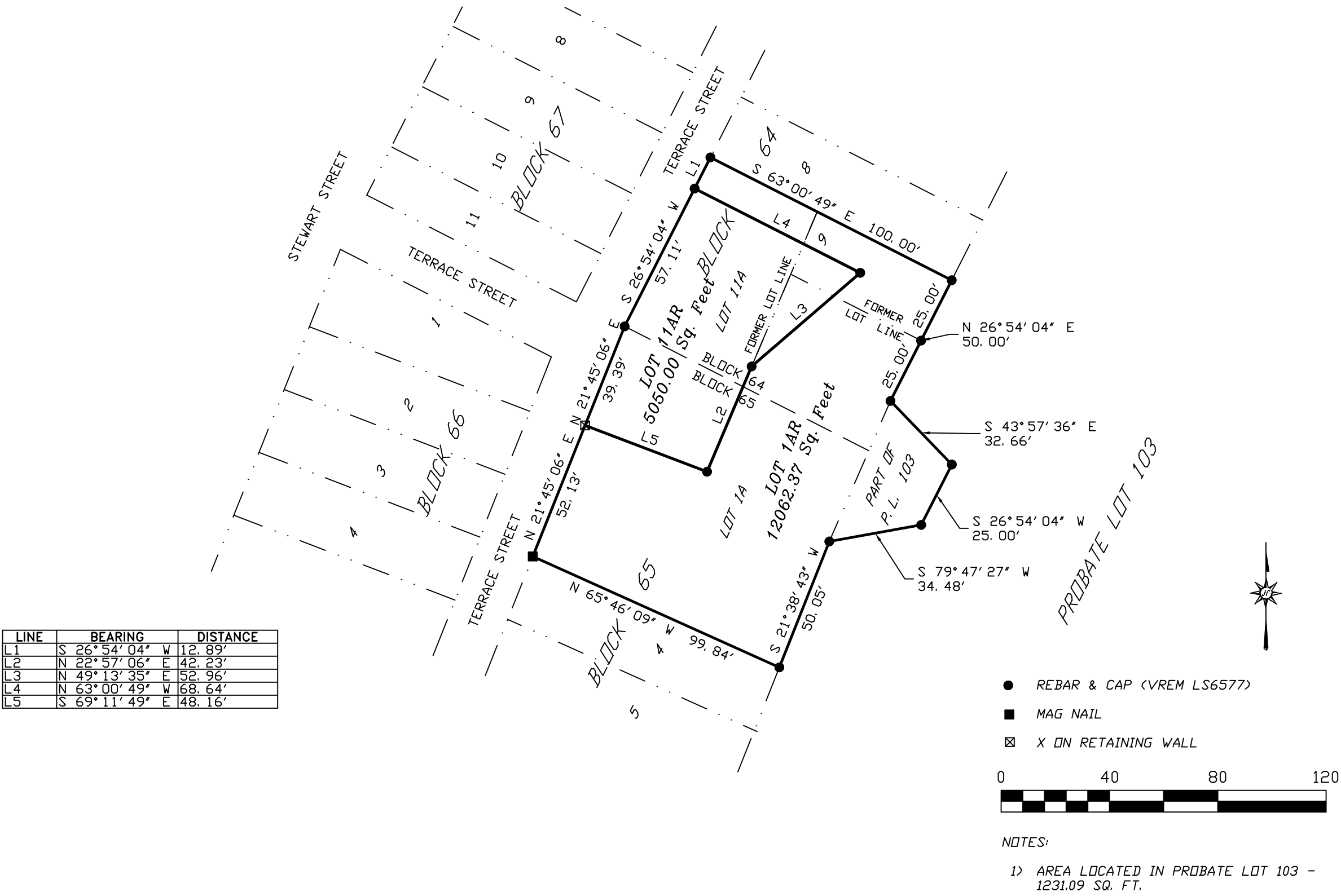
Paid On 7/24/20

Receipt Number 209817

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

PLAT OF LOT 11AR, BLOCK 64 AND LOT 1AR, BLOCK 65
FORMERLY LOT 11A, BLOCK 64 AND LOT 1A, BLOCK 65 AND A PORTION OF LOT 9, BLOCK 64
ORIGINAL TOWNSITE, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332B WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS ____ DAY OF _____, 20____.

LOREN D. VREM, R.L.S. 6577

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT I/WE DO APPROVE THIS PLAT AS HEREDON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____ ADDRESS: _____

OWNER: _____ ADDRESS: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS ____ DAY OF _____, 20____.

CHAIRMAN _____ ATTEST: _____ CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA, DATED THIS ____ DAY OF _____, 20____.

ATTEST: _____ FINANCE OFFICER _____ MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

OFFICE OF THE REGISTER OF DEEDS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT ____ O'CLOCK, ____ M., AND RECORDED IN DOC. _____.

LAWRENCE COUNTY REGISTER OF DEEDS: _____ FEE: _____

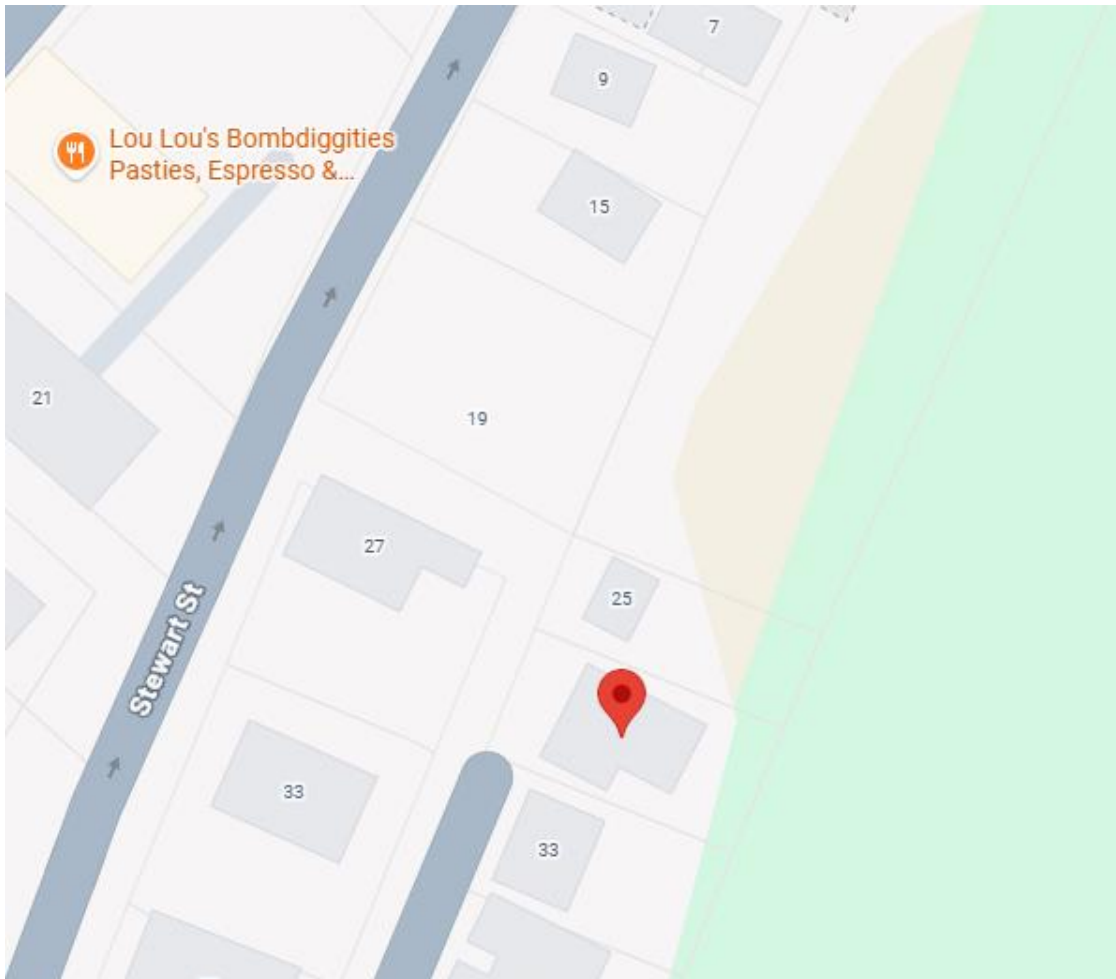


Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332B WEST MAIN STREET
LEAD, SD 57754
(605) 722-3840

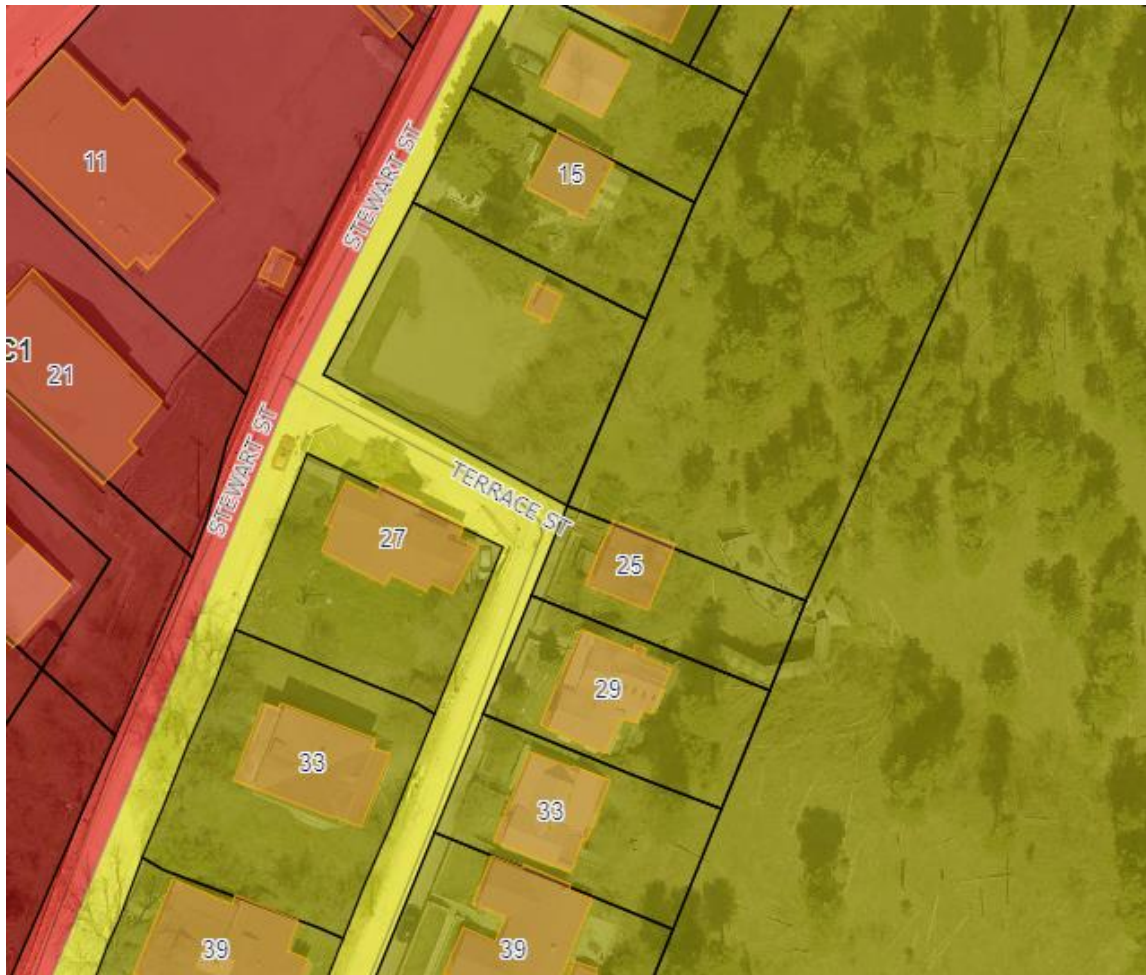
Date:	8/1/2026
Drawn By:	L. D. Vrem
Project No.:	26-323
Dwg. No.:	26-323.dwg



Aerial photo of 25 and 29 Terrace Street



Location map of 25 and 29 Terrace Street



Zoning map showing 21 Spring Street

Zoning Legend

- C1 - COMMERCIAL
- CE - COMMERCIAL ENTERPRISE DISTRICT
- CH - COMMERCIAL HIGHWAY
- PF - PARK FOREST
- PU - PUBLIC USE
- PUD - PLANNED UNIT DEVELOPMENT
- R1 - RESIDENTIAL
- R2 - MULTI-FAMILY RESIDENTIAL

OFFICE OF
PLANNING, ZONING AND
HISTORIC
PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



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

BOARD OF ADJUSTMENT STAFF REPORT REQUEST FOR VARIANCE

Staff Report

Date: September 8, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Variance

APPLICANT(S): Danika McFarland

PURPOSE: Request for Variance

ADDRESS: 37 Lincoln Avenue

LEGAL DESCRIPTION: The East twenty feet (20') of Lot Two (2) and the West 5' of Lot Three (3), Block 43, City of Deadwood, Lawrence County, South Dakota, as shown in Rogers Map of the City of Deadwood.

FILE STATUS: All legal obligations have been completed.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: R1 – Residential
East: R1 – Residential
West: R1 – Residential

Surrounding Land Uses:

Residences
Residences
Residences
Residences

Request for Variance
37 Lincoln Avenue
September 8, 2026

SUMMARY OF REQUEST

The applicant has applied for a variance to Ordinance Chapter 17.24.040 (D) – Rear Yard Requirements (minimum rear yard for accessory buildings and uses: ten (10) feet).

FACTUAL INFORMATION

1. The property is currently zoned R1 - Residential.
2. The property is not located within a flood zone.
3. The area is characterized by residential dwelling units.

STAFF DISCUSSION

The applicant has submitted a Request for a Variance to Ordinance 17.24.040 (D) – Area and Bulk Requirements (minimum rear yard for accessory buildings and uses: ten (10) feet). According to their application, the garage will be placed 1.25 feet from the rear property line. A variance from the required ten-foot setback is being requested. The property owner will install a driveway in accordance with Deadwood's requirements behind the property and will enter into an easement with the City of Deadwood for the driveway, driveway approach and retaining wall extension; all of which will be built behind the property line and in the right-of-way.

COMPLIANCE:

1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 11-4-4.4.
2. A sign was posted on the property for which the request was filed.
3. Notice of the time and place of the public hearing was published in the designated newspaper of the City of Deadwood.

GENERAL USE STANDARDS FOR VARIANCE REQUESTS:

In reviewing any application under the authority of this chapter and as a further guide to its decision based upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

1. A variance may be appropriate where, by reason of exceptional narrowness, shallowness, or shape or by reason of other exceptional topographic conditions or other extraordinary conditions on a piece of property, the strict application of any regulation enacted under this title would result in peculiar, exceptional, and undue hardship on the owner of

Request for Variance
37 Lincoln Avenue
September 8, 2026

such property. The aforesaid circumstances or conditions shall be set forth in the findings of the board.

The 37 Lincoln Avenue lot measures approximately 24.77 feet wide at the rear (along Taylor Street) and over 110 feet in length. The property was excavated in the rear of the lot in anticipation of repairing the foundation and constructing a garage on the rear of the property. The excavation process has resulted in the need to construct a high retaining wall along the northwest and southeast property lines. The intent is for the walls of the tandem style garage to act as the retaining walls along the length of the site and to provide off-street parking which is otherwise unavailable in association with this lot.

2. Variances shall not be granted to allow a use otherwise excluded from the particular district in which requested.

The subject property is in zoning district R1 – Residential, and accessory buildings, such as garages, are allowed within this zone.

3. Any variance granted under the provisions of this section shall be the minimum adjustment necessary for the reasonable use of the land.

The proposed garage will measure over 18 feet wide and 40 feet deep. This is meant to allow a roof top patio above the garage to be utilized as green space and outdoor living area with the sides of the garage retaining the hillside cuts. The configuration of the garage will place it within 1.25 feet of the rear property line, prompting the Variance Request.

4. The granting of any variance is in harmony with the general purposes and intent of this title and will not be injurious to the neighborhood, and/or detrimental to the public welfare, or in conflict with the established policies of the city.

The granting of this variance is not anticipated to be injurious and/or detrimental to the public welfare. The owner received Project Approval from the Historic Preservation Office on May 28, 2025, to construct a vaulted garage and conservatory at the rear of the resource. Until recent site plans were submitted in association with the retaining wall and garage, it was unknown the variance was required.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created, nor can it be established on this basis by one who purchases with or without knowledge of the

Request for Variance

37 Lincoln Avenue

September 8, 2026

restrictions; it must result from the application of this title; it must be suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

The excavation of the site has created practical difficulty as it pertains to hill side stabilization and retaining walls. The construction and the lengthening of the garage will assist in stabilizing the site by acting as retaining walls as well as providing off-street parking.

6. That the proposed variance will not impair an adequate supply of light and air to adjacent properties, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

The proposed variance will not impair light and air to adjacent properties, nor will it increase the congestion in the public streets. In fact, the off-street parking may relieve some on-street parking congestion.

7. A fee, as adopted by resolutions, due and payable prior to the public hearing, shall be paid to the zoning administrator as agent for the board to cover the costs of notices and other expenses incidental to the hearing.

The applicant paid an application fee at the time the Request for Variance was submitted to the zoning administrator.

8. The applicant has proven that he or she is the owner of the property or is his or her officially designated agent and has presented proof thereof.

Per the Lawrence County online database, the applicant is the owner of the subject property.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

1. A variance shall be null and void two (2) years from the date it is granted unless completion or substantial construction has taken place. The board of adjustment may extend the variance for an additional period not to exceed one year upon the receipt of a written request from the applicant demonstrating good cause for the delay.
2. If upon review by the zoning administrator, a violation of any condition, imposed in approval of a variance is found, the administrator shall inform the applicant by registered mail of the violation and shall require compliance within sixty (60) days, or the administrator will take action to revoke the permit. The administrator's letter, constituting notice of intent to revoke variance may be appealed to the Board of Adjustment within thirty (30) days of its mailing. The Board of Adjustment shall consider the

Request for Variance
37 Lincoln Avenue
September 8, 2026

appeal and may affirm, reverse, or modify the administrators notice of intent to revoke. The applicant must comply with the Board of Adjustment's order on appeal of notice of intent to revoke variance within thirty (30) days of the board's decision.

If approved, staff recommendations for stipulation(s):

1. Any changes or alteration to the plan submitted be subject to Project Approval by the Historic Preservation Commission prior to the start of the project.
2. Obtain building permit and complete required inspections.
3. Enter into easement agreement with the City of Deadwood for improvements made within the right of way.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission September 2, 2026).

Return Completed Form To:
Planning and Zoning
 108 Sherman Street
 Deadwood, SD 57732



Questions Contact:
Kevin Kuchenbecker
 (605) 578-2082 or
 kevin@cityofdeadwood.com

Application No. _____

REQUEST FOR VARIANCE

Application Fee: \$200.00

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Name of Petitioner: _____ Telephone: _____

Address: _____
 Street City State Zip

Legal Description of Property: _____

Property Address: _____
 Street City State Zip

Description of Request: Variance to build w/o 10' set back and
encroach on public right of way

Appeal from Section: _____

Signature of Applicant: _____ Date: Aug 11, 2026

Signature of Property Owner: _____ Date: Aug 11, 2026

Fee: \$ 200.- Paid On 8/11/26 Receipt Number 210064

Legal Notice Published Date: _____ **Hearing Date:** _____

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/City Commission:	Yes	No	Date: _____

Reason for Denial (if necessary): _____



August 25, 2026

Danika McFarland
37 Lincoln Ave
Deadwood, SD 57732

Re: Recommendation of Variance for Proposed Structure
37 Lincoln Ave
Deadwood, SD 57732
I.E. Project #: SD26-04-144

To whom it may concern,

Interstate Engineering has been retained by Danika McFarland (Owner) to provide engineering design services for a home renovation project located at 37 Lincoln Avenue, Deadwood, SD 57732. Interstate Engineering's scope of work includes the design of a garage and retaining wall system that will support a rooftop patio/green roof while retaining a significant volume of soil along the northeast portion of the property.

Currently, the residence does not have any off-street parking. At times, the owner is unable to park adjacent to the property because available on-street parking has already been occupied. As a result, the proposed garage serves two primary purposes:

1. To provide safe and secure off-street parking for the owner.
2. To provide an efficient and structurally sound system for retaining the surrounding soils.

The primary entrance fronts Lincoln Avenue, while garage access will be provided from Taylor Street. Due to the significant grade change between these two streets and the neighboring properties, approximately 14 feet of soil must be retained for approximately 40 feet before tapering down to Taylor Street.

Our proposed design utilizes precast concrete planks to support the rooftop patio/green roof at the existing first-floor elevation, along with a 6-inch reinforced concrete slab on grade spanning between the garage walls. In addition, the northeast garage wall is designed to function as a restrained retaining wall supporting approximately 14 feet of retained soil between the owner's property and the neighboring property to the northeast.

In this configuration, the lateral support provided by both the concrete slab and the precast plank system allows for a significantly more efficient retaining wall design. Preliminary structural analyses indicate that, without this lateral support, a standalone retaining wall would require substantially larger footings and increased reinforcement to adequately resist the soil pressures.

It is our understanding that the owner's property line extends approximately 41.5 feet northwest of the existing structure. This places the property line just beyond the high point of the neighboring ground surface. However, if the garage were limited to the required 10-foot setback, approximately 10 feet of the 14-foot retained soil height would need to be supported by a standalone retaining wall.

Based on our professional engineering judgment, extending the garage approximately 40 feet beyond the existing structure creates a more effective and efficient structural system for supporting and protecting the neighboring property. The proposed design provides a more efficient use of materials and available space than a standalone retaining wall while providing a safer and more practical long-term solution for the property and its neighbors.

For these reasons, Interstate Engineering respectfully recommends that the City of Deadwood grant a variance allowing the proposed garage to extend beyond the standard 10-foot setback, as shown on the attached site plan.

If you have any questions or require additional information, please feel free to contact one of us at garrett.jankord@interstateeng.com or 605-443-8057 or alex.schwarzhoff@interstateeng.com or 218-739-5545.

Sincerely,
INTERSTATE ENGINEERING, INC.



Alex Schwarzhoff, P.E.

AS:as



Garrett Jankord, EI



Section 10 Item e.

REV	NO	DATE	BY	DESCRIPTION

MCFARLAND STRUCTURAL INSPECTION
DANIKA MCFARLAND
37 LINCOLN AVE DEADWOOD, SD 57732

SITE PLAN

DRAWN BY: JM
CHECKED BY: SM

SURVEYED BY: --
DESIGNED BY: JP

PROJECT NO: SD26-04-144
DATE: 8/19/2026

REGISTERED LANDSCAPE ARCHITECT
REG. NO. 8395
ERIK A. HEIKES
SOUTH DAKOTA
8/19/2026

Interstate Engineering
1635 Deadwood Avenue
Rapid City, SD 57702
(605) 791-1736
www.interstateeng.com

INTERSTATE
ENGINEERING

Professionals You Need, People You Trust.

SECTION
CS

1.01
SHEET NO.

166



Aerial photo of 37 Lincoln Avenue



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

CITY COMMISSION

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 8, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Annual Review - Conditional Use Permit – Laundromat

APPLICANT(S): Deadwood Laundry Company
PURPOSE: Annual Review – Conditional Use Permit – Laundromat
ADDRESS: 138 Sherman Street
LEGAL DESCRIPTION: Lot Twenty-Two (22) in Block Forty (40), Original Town of the City of Deadwood, Lawrence County, South Dakota, according to the P.L. Rogers Map of said City of Deadwood.
FILE STATUS: Conditions still need to be met
ZONE: C1 - Commercial
STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: C1 – Commercial	Businesses
South: R1 – Residential	Residences
East: C1 – Commercial	Parking Lot
West: PU – Public Use	Parking Lot

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on September 2, 2025, to operate a Laundromat at 138 Sherman Street.

The subject property is located on Charles Street and is surrounded by Commercial zoned properties and public parking.

FACTUAL INFORMATION

1. The property is currently zoned C1 - Commercial District.
2. The subject property has access from Sherman Street.
3. The subject property is located within a zone where certain commercial uses and gaming are permitted.
4. The property is located in a 100-year flood zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by business uses and public parking.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Laundromat and City regulations permit Laundromats in C1 - Commercial Districts with an approved Conditional Use Permit. The Building Inspector issued a Certificate of Occupancy on June 29, 2026 and the Planning & Zoning Commission recently approved a sign permit for the business; however, the business is not open to the public as of yet. Several conditions set forth in the CUP will need to be resolved prior to opening to the public as shown below.

COMPLIANCE:

A Certificate of Occupancy has been issued on June 29, 2026.

The Laundromat has not yet opened to the public.

The Laundromat requires a City of Deadwood business license which has not yet been issued.

A sales tax number issued by the Department of Revenue has not been provided to the Planning and Zoning Office for their files.

Copies of licenses for coin operated machines issued by the Department of Revenue have not been provided to the Planning and Zoning Office for their files.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of Chapter 17.76.040 and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The Conditional Use shall be in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking has not significantly affected the

neighborhood since the applicant abides by the parking requirements associated with Short-Term Rentals.

- B. Whether or not a community need exists for the Conditional Use at the location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the Conditional Use in the location has not resulted in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the Conditional Use.

The subject area is zoned C1 – Commercial and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking. This area is of business use and the proposed use will not result in an overconcentration of Laundromats within the neighborhood.

- C. The Conditional Use at this location has not resulted in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

The proposed use has not resulted in a substantial or undue adverse effect on adjacent properties, or the character of the property, and the use has not altered the character of the district. There has been no change to the size of the building. To support the denial of a Conditional Use Permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.

- D. Whether or not the proposed use increases the proliferation of nonconforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any Conditional Use, lot and performance standards shall be the same as similar type of uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

The current use has not increased the proliferation of non-conforming uses. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property have not been adversely affected.

- E. Whether or not the current use in the area has been adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in city ordinance.

The Conditional Use has not caused significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the review of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this Commission for its original approval.
- B. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filled with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit Application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such a permit and of any conditions designated in connection therewith.
- E. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

Conditional Use Permit Review – Laundromat
138 Sherman Street
September 8, 2026

If approved for continued use, staff recommends the following conditions be met:

1. Official notification be sent reaffirming the conditions set forth in the original Conditional Use Permit and said conditions be met prior to opening to the public.
2. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
3. The Building Inspector shall inspect the building to ensure it meets applicable building codes.
4. A City of Deadwood Business License shall be obtained and maintained.
5. Verification of a sales tax number issued by the South Dakota Department of Revenue shall be provided to the Planning and Zoning Office for their files.
6. Each coin operated machine designed for washing, cleaning or drying any material must be licensed with the South Dakota Department of Revenue. Verification of such license(s) shall be provided to the Planning and Zoning Office for their files.
7. The Conditional Use Permit be reviewed in six months if the above conditions are not met to determine any additional conditions or action.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood City Commission (approved with seven (7) conditions for a six (6) month period by the Planning and Zoning Commission September 2, 2026).



Aerial photo of 138 Sherman Street, Deadwood, SD 57732



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: September 3, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Sidewalk project – Avid4 Engineering, Inc.

Avid4 Engineering, Inc. proposes to provide professional engineering services for sidewalk and surfacing improvements on the east side of Deadwood City Hall, between the Lawrence County building and the south end of the existing parking lot, with bidding and construction anticipated in 2026. The project includes repairs and improvements to sidewalks and parking areas, an ADA parking space, and miscellaneous concrete work.

Services will include review of existing records, courthouse research, topographic and utility surveying, base mapping, design of removals and new improvements, storm sewer modifications if needed, coordination with City staff, preparation of plans, specifications, and an engineer's estimate, and assistance with bidding or contractor selection. Construction staking, site visits, and contract administration may be provided separately if requested.

The proposed fee is a not-to-exceed amount of \$13,500 plus applicable sales tax, billed monthly on a time-and-materials basis under the attached 2026 schedule of charges. Work will be performed under Avid4's General Terms and Conditions; the proposal is valid for 60 days from August 27, 2026, and additional services or scope changes will be negotiated as needed.

Staff recommends that the City Commission review and approve the proposal so the engineering design phase may proceed.



- Civil Engineering
 - Water Resources
 - Transportation
 - Geospatial Solutions

August 27, 2026

Kevin Kuchenbecker
 Planning, Zoning and Historic Preservation Officer
 City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732

Via email: kevin@cityofdeadwood.com

RE: Professional Engineering Services Fee Proposal
 Deadwood City Hall Sidewalk and Surfacing Improvements

Dear Kevin,

Thank you for the opportunity to submit the following fee proposal to provide professional engineering services for the above-referenced project.

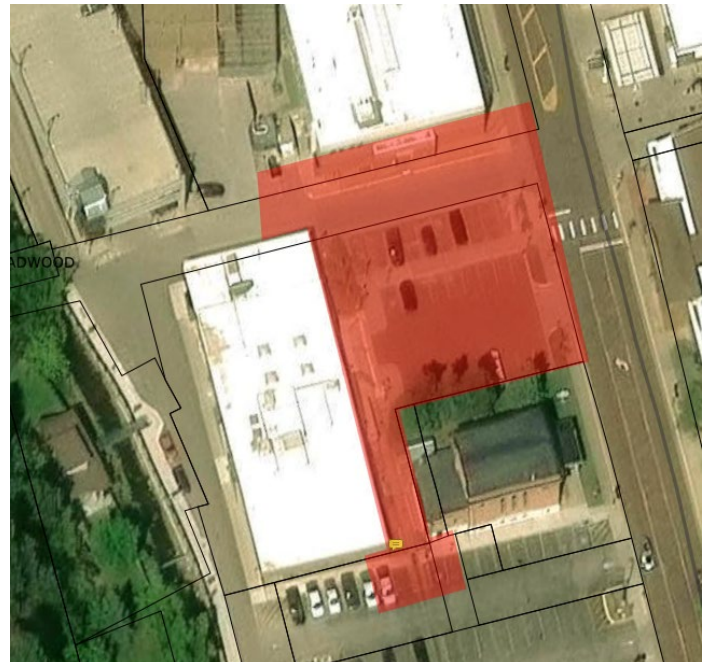
Project Understanding

It is our understanding the proposed project consists of civil design services provided by Avid4 Engineering, Inc. (Consultant) for the City of Deadwood (Client) in support of the repair of various segments of sidewalk and parking lot generally located on the east side of City Hall. It is the desire of the City to bid and construct the project in 2026.

Scope of Services

We anticipate providing the following civil engineering services for the proposed project.

- Obtain and review as-constructed plans within the project area.
- Complete courthouse research and obtain plats and easements within the project area.
- Complete a topographic and utility survey of the area east of City Hall between the Lawrence County building and the southern extent of the existing parking lot.
- Prepare existing conditions base mapping.
- Identify the extent of existing sidewalk and parking lot removals.
- Layout new sidewalk, ADA parking space and miscellaneous concrete improvements.
- Analyze and layout storm sewer modifications if necessary.
- Coordinate with City of Deadwood staff to review proposed improvements.
- Address City review comments as necessary.



August 27, 2026
Page 2 of 4

- Prepare plans and specifications for a unit price construction contract.
- Prepare engineers estimate of probable construction cost.
- Assist the City with bidding and/or selection of a construction contractor.

Professional Fee

Not to exceed \$13,500.00 plus applicable sales tax.

We will bill you monthly on a time and materials basis using our current year schedule of charges which are attached.

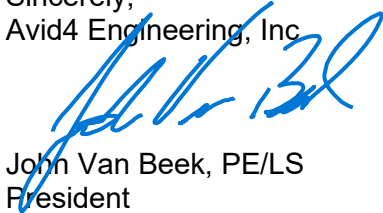
Avid4 is also available to provide construction-related services, as requested, on a time and materials basis or as negotiated in a future amendment\agreement. Construction related services may include, but are not limited to, construction staking, review of shop drawings for Civil plan items, site visits to observe and document construction, general contract administration, contractor pay application review, plans and specifications clarification during construction, and preparation of post-construction record drawings.

Work will be performed in accordance with the attached General Terms and Conditions. Fees for additional services shall be negotiated at the time of request and will be charged at our then-current schedule of charges.

Please let us know if you accept this Fee Proposal by signing this Authorization and Agreement for Services and returning this executed agreement to our office.

We appreciate the opportunity to provide professional engineering services for this project. If you have any questions, comments or believe any of the assumptions we have made should be modified, please call me at 605-343-3311 to discuss. This fee proposal is valid for 60 days.

Sincerely,
Avid4 Engineering, Inc



John Van Beek, PE/LS
President

Accepted By (Print Name)	Signature	Title	Date
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AUTHORIZATION AND AGREEMENT FOR SERVICES

This Agreement represents the entire and integrated agreement between the Client and the Consultant covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant. All services will be performed in accordance with the Consultant's General Terms and Conditions attached hereto.



GENERAL TERMS AND CONDITIONS

1. Avid4 Engineering, Inc., herein referred to as Avid4, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, Avid4 may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Avid4 will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. Avid4 will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. Avid4 will provide specific limits upon request. If the Client requires coverages or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that Avid4's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that Avid4's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Avid4 or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Avid4's services, Avid4 may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or Avid4 shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Avid4 will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between Avid4 and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Avid4 may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of Avid4.
9. All products and documents including Drawings and Specifications provided or furnished by Avid4 pursuant to this Agreement are instruments of service in respect of the Project and Avid4 shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless Avid4 from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. Avid4 will endeavor to provide all services in accordance with generally accepted professional practices. Avid4 will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Avid4 will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. In lieu of or in addition to execution of the Authorization and Agreement for Services, the Client may authorize Avid4 to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the Client's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by Avid4. In order to implement the intent of Avid4 and the Client to this Agreement, Avid4 and the Client agree that the Authorization and Agreement for Services, these General Terms and Conditions, and any Exhibits constitute the entire Agreement between them. Avid4 and the Client further agree that the preprinted terms and conditions of any Client-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether Avid4 executes the purchase order in acceptance of the work.
12. Avid4 intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by Avid4 for the Client are rendered on the basis of experience and qualifications and represent Avid4's professional judgment.
13. This agreement shall not be construed as giving Avid4 the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
14. Avid4 shall make such revisions in plans or project deliverables which may already have been completed, approved and accepted by the Client, as are necessary to correct errors or omissions in the deliverables when requested to do so by the Client, without extra compensation therefore.



EXHIBIT A

2026 SCHEDULE OF CHARGES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal Professional Engineer/Land Surveyor	\$215.00
Principal Professional Engineer	\$200.00
Professional Engineer IV	\$180.00
Professional Engineer III	\$160.00
Professional Engineer II	\$145.00
Professional Engineer I	\$135.00
Geospatial Professional	\$145.00
Geospatial Analyst	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$100.00
Senior Technician	\$145.00
Technician IV	\$115.00
Technician III	\$105.00
Technician II	\$95.00
Technician I	\$85.00
CAD Technician II	\$130.00
CAD Technician I	\$90.00
Office Manager	\$125.00
Administrative	\$95.00
Clerical	\$75.00
Mileage Rate	\$0.725/mile

Mileage Rate is adjusted according to current U.S. General Services Administration rate



PROPOSAL

TO: City of Deadwood
Parks, Recreation & Events
108 Sherman Street
Deadwood, SD 57732

DATE: August 28, 2026

RE: Mickelson Trail Overlay

We are pleased to submit the following proposal for work on the above referenced project:

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1.0	LS	\$ 1,558.00	\$ 1,558.00
2	2" Asphalt Overlay	225.0	TON	\$ 131.30	\$ 29,542.50
TOTAL					\$ 31,100.50

1 mobilization is included in mobilization. Additional mobilizations are \$1,558.00 each.

NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Subgrade stabilization is excluded. If necessary, it will be completed at time and materials.
- Pricing is based on estimated quantities. Billing to be by field measurements
- NO: Testing, staking, permits, fees, work not stated above.
- Pricing is good until November 1, 2026, if secured within 10 days from date of proposal.
- Payment is due upon completion. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Thank you for the opportunity to serve you!

Sincerely,
SACRISON PAVING

Chris Boom
 Estimator/Project Manager

Acceptance: _____ **Date:** _____
 (Please sign and date and return a copy if you wish us to complete this work).
Your signature makes this proposal a contract for work and payment terms

MEMORANDUM**To City of Deadwood****From Towey Design Group****Date September 1, 2026****Subject Change Order No. 2 - Highway 85 Watermain Extension Project****Contractor Underground Construction, Inc.**

This memorandum accompanies Change Order No. 2 submitted by Underground Construction, Inc. for the Highway 85 Watermain Extension Project. Towey Design Group has reviewed and approved the proposed change order.

Change Order No. 2 provides for an adjustment to the contract amount and a 14-calendar-day extension related to the following additional work:

1. Additional asphalt removal, subbase work, base course, and asphalt pavement along Railroad Avenue.
2. Additional asphalt pavement and base course installed in the parking lot immediately south of the Railroad Avenue connection.

The attached final quantity estimate provides the completed quantities and associated costs for this work.

Final Quantity Summary**Asphalt Removal**

The completed quantity of asphalt removal is consistent with the quantity included in the original change order.

Subbase Work

The completed subbase work is consistent with the work included in the original change order.

Asphalt Pavement

The final asphalt pavement quantity was 486.9 tons, which was higher than originally estimated for the following reasons:

- Additional asphalt surfacing was installed in the parking areas along U.S. Highway 14A/85, immediately south of Railroad Avenue. This work was paid at

the contract bid price and was included within the plan quantity near the beginning of the project in late 2025.

- The additional asphalt reduced unnecessary joints between the new and existing pavement.
- Additional pavement was required to accommodate revisions to the water main alignment resulting from conflicts with the Lead Sanitary District sewer main.
- The original estimate assumed that Railroad Avenue would generally be 20 feet wide, with limited sections measuring 22 feet wide. The actual pavement width is approximately 22 feet along most of Railroad Avenue between Sampson Street and McKinley Street.

Base Course

The final base-course quantity was 961.77 tons, which was higher than originally estimated for the following reasons:

- Additional base course was installed in the parking areas along U.S. Highway 14A/85, consistent with the additional asphalt surfacing described above.
- The original estimate assumed a primarily 20-foot-wide pavement section, with a few 22-foot-wide sections. The actual pavement width is approximately 22 feet along most of Railroad Avenue between Sampson Street and McKinley Street.
- Poor soil conditions and local springs encountered along portions of Sampson Street and Railroad Avenue required additional base-course material. Based on geotechnical engineering recommendations, the street section included 12 inches of base course in soft areas and 8 inches in the typical section.
- Approximately 340 tons of additional base course were installed because of poor soil conditions along Sampson Street.
- Approximately 620 tons of additional base course were installed due to the expanded pavement area in the parking lots, the greater-than-assumed width of Railroad Avenue, and poor soil conditions along Railroad Avenue.

The quantities stated above represent the final completed quantities for asphalt removal, asphalt pavement, and base course associated with Change Order No. 2.

Contract-Time Adjustment

Because of the additional work described in Change Order No. 2, Underground Construction, Inc. has requested a 14-calendar-day contract-time extension.

The contractor and engineer are also reviewing other change requests that include additional contract-time extensions:

Change Order Request Requested Extension

COR 10	2 calendar days
COR 12	7 calendar days
COR 13	7 calendar days
COR 14	6 calendar days
Change Order No. 2	14 calendar days
Total	36 calendar days

Towey Design Group has no objection to the requested time extensions based on the information currently available. The additional requests remain under discussion and will be addressed through separate change-order documentation, as applicable.

Recommendation

Towey Design Group recommends that the City of Deadwood approve Change Order No. 2, including the additional payment based on the attached final quantity estimate and the associated 14-calendar-day extension. When combined with the time extensions currently under discussion, the total requested extension is 36 calendar days.

Attachment: Final Quantities Estimate for Change Order No. 2

CHANGE ORDER NO.: 2

Owner: **City of Deadwood** Owner's Project No.:
 Engineer: **Towey Design Group, Inc.** Engineer's Project No.: **24-010**
 Contractor: Contractor's Project No.:
 Project: **Highway 85 Drinking Water Extension Project**
 Contract Name: **Highway 85 Drinking Water Extension Project**
 Date Issued: July 14, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order is for the final quantity acceptance for the additional Railroad Ave asphalt removal, base course and asphalt pavement for the project.

Attachments:

Description letter, Contractor Change Order Request 15, Updated Quantities.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ <u>1,684,993.00</u>	Substantial Completion: <u>November 14, 2025</u>
	Ready for final payment: <u>November 28, 2025</u>
Increase from previously approved Change Orders No. 1 to No. 1	Increase from previously approved Change Orders No.1 to No. 1
\$ <u>136,045.57</u>	Substantial Completion: <u>213 Days</u>
	Ready for final payment: <u>235 Days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,821,038.57</u>	Substantial Completion: <u>June 15, 2026</u>
	Ready for final payment: <u>July 21, 2026</u>
Increase this Change Order:	Increase this Change Order:
\$ <u>128,437.24</u>	Substantial Completion: <u>36 Days</u>
	Ready for final payment: <u>36 Days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>1,949,475.81</u>	Substantial Completion: <u>July 21, 2026</u>
	Ready for final payment: <u>August 26, 2026</u>

Recommended by Engineer (if required)

By: BM Kune

Title: Professional Engineer

Date: 2026.07.14

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

David Mueller
Project Manager
7/14/2026

Approved by Funding Agency (if applicable)



Date: July 14, 2026

Client: City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Engineer: Brandon Kruse, PE
Towey Design Group

RE: Change Order #2

Lornie and the City of Deadwood,

This letter is to accompany Change Order #2 for the Highway 85 Watermain Extension Project. The proposed change order includes the additional payment and time extension for:

1. The additional asphalt removal, base course, asphalt pavement and subbase work along Railroad Avenue.
2. The additional asphalt and base course installed along the parking lot just south of the Railroad Avenue connection.

The attached final quantities estimate for the described change order is attached.

1. Asphalt Removal: The amount of asphalt removed was per the original change order.
2. Subbase Work: Per the original change order.
3. Asphalt: 486.9 tons was higher than originally planned for the following reasons;
 - a. Additional asphalt surfacing was installed in the parking lots along Highway 14A/85 just south of Railroad Avenue. This was paid per the bid price and quantity within plan quantity back in late 2025 near the beginning of the project. The additional asphalt was required to reduce unnecessary joints between new and old asphalt surfacing, account for changes in the water main alignment due to the Lead Sanitary District sewer main.
 - b. The original quantity estimate assumed a mostly 20' wide section with a few 22' wide sections. The actual pavement width is closer to 22' along the majority of Railroad Ave. between Sampson St and McKinley St.
4. Base course: 961.77 tons was higher than originally planned for the following reasons;
 - a. Additional base course was installed in the parking lots along Highway 14A/85 similar to the asphalt surfacing.
 - b. The original quantity estimate assumed a mostly 20' wide section with a few 22' wide section. The actual pavement width is closer to 22' along the majority of Railroad Ave, between Sampson St and McKinley St.
 - c. Due to poor soils and local springs along portions of Sampson St and Railroad Ave. The street section required 12-inches of base course in soft spots and 8-inches as part of the typical section. This was done per geotechnical engineering recommendations.
 - i. Approximately 340 tons of extra base course was installed due to poor soils along Sampson St.



- ii. Approximately 620 tons of extra base course was installed due to increasing the pavement area in the parking lots, increasing the assumed width of Railroad Ave, and soft soils located within Railroad Ave.

These are the final completed quantities for base course, asphalt removal and asphalt.

Due to the requested extra work the contractor has requested extra time to complete the project
14 days

The contractor and engineer are working on other change orders currently under discussion. These change orders request time extensions, TDG has no issues giving these time extensions at the current time.

COR 10 – 2 days

COR 12 – 7 days

COR 13 – 7 days

COR 14 – 6 days

For a total of 36 additional days

Please give me a call if you have any additional questions.

Brandon Kruse
brandon@toweydesigngroup.com
605.600.1759

Underground Construction, LLC

22418 Dyess Ave
 Rapid City SD 57701
 (P) 605.842.6239

Change order Request**Owner:**

City of Deadwood
 108 Sherman St
 Deadwood SD 57732

Project:

Highway 85 Drinking water Extension Project

Change Order request No: 15**RFP# 4 RESPONSES****RFP # 4 PRICING**

LINE ITEM	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT COST	EXTD. COST
REMOVALS					
202	REMOVE AC PAVMENT	SY	966.7	\$8.00	\$7,733.60
STREET					
	SUBGRADE PREP	LS	1	\$11,000.00	\$11,000.00
700	BASE COURSE 8"	TN	408.5	\$52.00	\$21,242.00
701	AC PAVEMENT 5"	TN	271.9	\$159.00	\$43,232.10
				TOTAL	\$83,207.70

We have left our unit prices the same. We are asking to be paid for the subgrade prep. This includes any cuts or fills to achieve the correct subgrade depth and the undercut required to prep for the base course. Before removal we will determine the exact square footage of asphalt left to remove and will bill accordingly.

If approved, we would like to get started on this Thursday so a response as soon as possible would be greatly appreciated.

Schedule Impact: 2 weeks

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

David Marling
 Project Manager
 Underground Construction, LLC

Page **2** of **2**

605.430.2576

dave@undergroundconstllc.com

Final Quantities for the Additional Work on Railroad Ave

Section 10 Item i.

Owner: City of Deadwood
Project: Railroad Avenue Water Main
Date: Tuesday, July 14, 2026
Contractor: Underground Construction

Line Item	Description of Item	Qty.	Unit	Unit Cost	Extd. Cost
Removals					
202	Remove AC Pavement	967.0	SY	\$ 8.00	\$ 7,736.00
Street					
700	Aggregate Base Course, 8"	620.9	TON	\$ 52.00	\$ 32,287.32
701	Class E Type 1 PG 64-28 Asphalt Paving, 5"	486.9	TON	\$ 159.00	\$ 77,413.92
	Subgrade Prep	1.0	LS	\$ 11,000.00	\$ 11,000.00
Total					
				Total	\$ 128,437.24

CHANGE ORDER NO.: 3

Owner: **City of Deadwood** Owner's Project No.:
 Engineer: **Towey Design Group, Inc.** Engineer's Project No.: **24-010**
 Contractor: Contractor's Project No.:
 Project: **Highway 85 Drinking Water Extension Project**
 Contract Name: **Highway 85 Drinking Water Extension Project**
 Date Issued: August 21, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order is for the final quantity acceptance of all completed and additional work on the project.

Attachments:

Description letter, Contractor Change Order Request 9,10,11,12,13,14,15 (crossed out),16, and 17.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,684,993.00	Substantial Completion: November 14, 2025
	Ready for final payment: November 28, 2025
Increase from previously approved Change Orders No. 1 to No. 2	Increase from previously approved Change Orders No.1 to No. 2
\$ 264,482.81	Substantial Completion: 249 Days
	Ready for final payment: 271 Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,949,475.81	Substantial Completion: July 21, 2026
	Ready for final payment: August 26, 2026
Increase this Change Order:	Increase this Change Order:
\$ 79,994.72	Substantial Completion: 0 Days
	Ready for final payment: 0 Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 2,029,470.53	Substantial Completion: July 21, 2026
	Ready for final payment: August 26, 2026

Recommended by Engineer (if required)

By: B M KuneTitle: Professional EngineerDate: 08/24/2026

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

ECPresident/Member8/24/2026

Approved by Funding Agency (if applicable)



Date: August 21, 2026

Client: City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Engineer: Brandon Kruse, PE
Towey Design Group

RE: Change Order #3 - Final

Lornie and the City of Deadwood,

This letter is to accompany Change Order #3 for the Highway 85 Watermain Extension Project. The proposed change order includes the additional payment:

1. COR 9: The payment for the unused fire hydrant on the project, was given to the city shop for future use. The payment for the restocking fee on the returned fittings.
2. COR 10: Payment for the extra storm sewer manhole installed in Sampson St.
3. COR 11: Payment for installing tracer wire test stations per Rapid City Specifications.
4. COR 12: Payment for exploratory digging to determine the extent of localized hard rock where the watermain was originally planned to be installed.
5. COR 13: Payment for the installation of geogrid along Railroad Ave and Sampson Ave per Geotechnical Engineer and Engineering recommendation.
6. COR 14: Payment for the installation of a mixture of gravel, salvaged millings, and new millings along Railroad Ave.
7. COR 15: All items originally requested were paid out on change order 2. Geogrid quantity was included in COR 13.
8. COR 16: Payment for adjusting manholes along Sampson and Railroad Ave.
9. COR 17: Payment for additional adjustment rings required for the storm sewer inlets located along Sampson St.

The table below includes an overall breakdown for each change order request.

COR 9	\$ 10,782.00	Additional
COR 10	\$ 8,835.00	Additional
COR 11	\$ 8,799.00	Additional
COR 12	\$ 5,564.00	Additional
COR 13	\$ 29,295.00	Additional
COR 14	\$ 30,186.00	Additional
COR 15	\$ -	Paid CO2
COR 16	\$ 4,425.00	Additional
COR 17	\$ 2,667.00	Additional
Quantity Adjustment	\$ (20,558.28)	Deduct
Total	\$ 79,994.72	Additional

Towey Design Group, Inc.
147 Chisholm Drive | Box Elder, SD 57719
(605) 600-3758 | engineers@toweydesigngroup.com



Attached is the main correspondence for each of the described change order requests. These requests go into more detail on each specific change order request and some of the correspondence in the final payment amount for the work.

Note:

Red comments are first comments from the engineer.

Black comments are reply from contractor.

Blue comments are the reply from the engineer after the black comments have been made.

Green comments are the final comments from the engineer. After an in-person meeting took place.

The last part of the change order is the final quantities adjustment for the project.

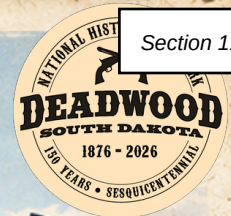
1. Item 200: Add \$136.00 for additional sidewalk remove over plan quantity adjustment
2. Item 205: Add \$2,000.00 for additional removal of buried storm sewer piping.
3. Item 400: Subtract 13,060.00 for not installing 1 fire hydrant.
4. Item 401: Add \$180.00 for installing an additional 1.5-feet 6-inch PVC water main.
5. Item 402: Add \$1,650 for installing an additional 11-feet of 8-inch PVC water main.
6. Item 403: Add \$3,700.00 for installing an additional 37-feet of 12-inch PVC water main.
7. Item 404: Subtract \$280.00 for installing 2-feet less 12-inch ductile iron pipe than plan quantity.
8. Item 407: Subtract \$22,550 for installing 6- High deflection coupling in lieu of 17.
9. Item 408: Subtract \$6,180.00 for installing 17- 11.25° bends in lieu of 20.
10. Item 409: Subtract \$2,090.00 for installing 6- 22.5° bends in lieu of 7.
11. Item 410: Add \$13,200.00 for installing 10- 45° bends in lieu of 4.
12. Item 412: Subtract \$2,500 for installing 7- 12"x6" tees in lieu of 8.
13. Item 416: Subtract \$1,615.00 for installing 0- 6"x6" tees in lieu of 1.
14. Item 418: Subtract \$6,100 for installing 16- 12" gate valves in lieu of 17.
15. Item 422: Subtract \$1,100 for installing 0- 8"x6" reducer in lieu of 1.
16. Item 700: Add \$17,724.72 for installing 1,835.86 tons of base course in lieu of 1,495.00.
17. Item 702: Subtract \$14,700.00 for installing 0 tons of asphalt millings in lieu of 245.
18. Item 704: Add \$1,186.00 for installing 754 LF of B66 curb in lieu of 728 LF
19. Item 705: Add \$9,360.00 for installing 146 LF of D46 curb in lieu of 42 LF.
20. Item 707: Subtract \$1,420.00 for installing 0 LF of Paint Striping in lieu of 71 LF
21. Item 802: Subtract \$1,600 for installing 0- Vehicle tracking control in lieu of 2.

This results in a net deduct of \$20,558.28 for quantities installed.

Please give me a call if you have any additional questions.

Brandon Kruse
brandon@toweydesigngroup.com
605.600.1759

BROUGHT TO YOU BY YOUR
NEIGHBORHOOD
BLOCK CLUB



Section 11 Item b.

DEADWOOD COMMUNITY PICNIC

A POTLUCK CELEBRATION
WITH NEIGHBORS AND MUSIC

★ FREE DEADWOOD 150TH COMMEMORATIVE PLATE
TO ALL ATTENDEES! ★

★ COMPLIMENTARY BURGERS AND BRATS! ★

FRI,
SEPT 11

5:00 -
8:00 PM

GORDON
PARK

DEADWOOD
★
ALIVE! ★

★ CEREMONY
AND PHOTO
AT 5:00

★ 9/11 REMEMBRANCE CEREMONY ★

★ JOIN US FOR A GROUP PHOTO! ★

PHOTO TO BE PLACED IN A TIME CAPSULE
AND OPENED IN 2076!*

AUTHENTIC
CHUCKWAGON!

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 25 Aug 2024

Organization: A Bridge Between US

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

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

Heroes, Hunting & Healing Banquet at The Lodge
Silent, live auction, 50/50, Golden ticket Raffle, Trivia Challenge,
Contact Information: Whiskey Wall

Name: Josh Osterbur

1-100 Board

Address: 24500 Sobas RD, Scenic SD 57780

Phone #: 605-381-2132

Email: josh@abridgebetweenus.org

501 (c) 3- Non Profit: Yes ☒ No ☐ EIN# 93-4426054

Dates of Ticket Sales: 24 Oct 2024

Date of Raffle Drawing: 24 Oct 2024

Value of Raffle Prize: NA

Proceeds will benefit: A Bridge Between US mission

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____