City Commission Regular Meeting Agenda



Tuesday, September 02, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. Call to Order and Pledge of Allegiance

2. Roll Call

3. **Approve Minutes**

<u>a.</u> Approval of August 18, 2025 City Commission minutes.

4. Approve Bills

a. Approval of Bill List for September 2, 2025.

5. Items from Citizens on Agenda

- <u>a.</u> Proclamation declaring September as Responsible Gaming Education month in the City of Deadwood.
- <u>b.</u> Proclamation declaring September as Library Card Sign-Up month in the City of Deadwood.
- c. Proclamation proclaiming our gratitude and appreciation to Dory Hanson.

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 from Mt Moriah ticket booth attendant Doug White effective August 28, 2025.
- b. Permission to accept the resignation of Karla Dower on August 19, 2025 as Custodial Technician.
- c. Permission to accept resignation from seasonal library assistant I, Amanda Wienk, effective August 16, 2025.
- d. Permission to hire Monica Nepper for Library education/program coordinator position at \$17.50 per hour effective September 15, 2025 pending pre-employment screening.

- e. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Jay and Pam Smith and Blayne and Lisa Sandidge.
- f. Permission to pay Deadwood Electric for repair of cobra light on Pioneer Way, due to water redundancy project, in the amount of \$2,674.40. (To be paid by Water CIP Hwy 85 project.)
- g. Permission to purchase ten residential meters from Metering and Technology Solutions at an amount not to exceed \$3,678.04. (To be paid by Water supplies line item.)
- Permission to purchase Boss plow, installed on 2019 Ford F550 sander, from NTEC in the amount not to exceed \$11,150.00. (To be paid by Streets equipment line item.)
- i. Allow use of public property at the Event Complex for Lead Deadwood Youth Soccer Friday, August 29 through Thursday, October 30, 2025.
- j. Allow use of public property at the Rec Center for Deadwood Lead 76ers Swim Team Practice, Monday, September 22, through Friday, July 31, 2026. Use of 2-3 lanes. 3 lanes will be used when available.

7. Bid Items

a. Results of bid opening on August 14 at 2:00 p.m. for Streets Department Metal Roof Replacement.

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Full Curl Roofing - $232,514.00, Alt. #1 - $153,987.00
CE Construction - $262,117.46, Alt. #1 - $200,940.49
Triton Commercial Roofing - $168,500.00, Alt. #1 - NA
Atlas Exteriors - $162,000.00, Alt. #1 - $125,000.00
Weather Tite Exteriors - $270,610.89, Alt. #1 - $124,731.73
Ponderosa Builders - $125,815.00, Alt. #1 - $85,979.65
RainTite Roofing - $181,676.72, Alt. #1 - $160,254.53
Built Right Roofing - $328,969.30, Alt. #1 - $175,662.10
Twin City Roofing - $332,142.00, Alt. #1 - $231,395.00
American Contracting - $282,849.00, Alt. #1 - $155,800.00
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b. Results of quotes obtained for retaining wall project located at 57 Van Buren.

RCS Construction - \$67,000.00 C. Eagle Construction, LLC - \$93,700.00 Complete Contracting Solutions - \$53,385.00 Ponderosa Builders - \$85,592.00 Sylvan Works, LLC - \$19,000.00

8. **Public Hearings**

- a. Hold public hearing for Neighborhood Block Club's Community Picnic: open container in Gordon Park on Sunday, September 7, 2025 from 4:00 p.m. to 6:00 p.m.
- b. Hold public hearing for Oktoberfest events: open container in zones 1 and 2 Friday, October 3 from 5:00 to 10:00 p.m. and Saturday, October 4 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. and waiver of banner fees on Saturday, October 4, 2025.
- c. Hold public hearing for Wild West Songwriters Festival Events: open container in zones 1 and 2 on Thursday, October 16 and Friday, October 17 from 5:00 to 10:00 p.m., and Saturday, October 18, 2025 from noon to 10:00 p.m.
- d. Hold public hearing for Deadweird Events: open container in zones 1 and 2 Friday, October 24 from 5:00 p.m. to 10:00 p.m. and Saturday, October 25 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine Street from 4:00 p.m. Saturday, October 25 to 6:00 a.m. Sunday, October 26, 2025.
- e. Set public hearing on September 15 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 26, 2025 from 2:00 p.m. until parade ends.
- f. Set public hearing on September 15 for Oktoberfest Event: street closure on Main Street from Deadwood Street to Pine Street from 10:00 a.m. to 4:00 p.m. on Saturday, October 4, 2025.
- g. Set public hearing on September 15 for Kringle Crawl Event: open container in zones 1 and 2 on Friday, December 12 from 5:00 to 10:00 p.m., and Saturday, December 13, 2025 from noon to 10:00 p.m.

9. **Old Business**

10. New Business

- <u>a.</u> Presentation of the City of Deadwood 2024 audit prepared by Ketel Thorstenson. (Jeff Yennie) Permission to allow Mayor and Board President to sign management representation letter for City of Deadwood 2024 Audit.
- <u>b.</u> Permission to approve Grant Uniformed Guidance Policy for City of Deadwood, per recommendation of audit.
- c. Second Reading of Ordinance #1428 Amending Chapter 5.48 Vehicles for Hire.
- d. First Reading of Ordinance #1429 Amending Chapter 15.32 II Disallowed Signs, Allowed Signs Not Subject to Permit, and Allowed Signs Subject to Permit.
- <u>e.</u> First Reading of Ordinance #1430 Amending Chapter 5.28.035 Display of Merchandise.
- f. First Reading of Ordinance #1431 Adopting Chapter 2.08.044 Enforcement Violation Penalty.
- **g.** Consideration of adoption of Resolution 2025-24 for Administrative Citations.
- h. Approve Resolution 2025-25 Dissolve TIF 14.
- i. Act as Board of Adjustment and approve/deny Application for Conditional Use Permit 138 Sherman Street Laundromat (Deadwood Laundry Co.) legally described as 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. (Approved by Planning and Zoning Commission August 20, 2025 with five (5) conditions.)

- j. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Vacation Home Establishment 819 Main Street Deadwood Rentals Main, legally described as 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 1/4 NE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, according to Plat filed in Document No. 2001-4003. (Approved by Planning and Zoning Commission August 20, 2025 with nine (9) conditions.)
- k. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Bed and Breakfast Establishment – 7 Burlington Street – Burlington B&B, legally described as Lots 3 and 4 of Peck's Garden subdivision of part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof. (Approved by Planning and Zoning Commission August 20, 2025 with nine (9) conditions.)
- L. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Vacation Home Establishment – 64 Cliff Street – Owson Properties LLC, legally described as Lot X2 of Riverside Addition City of Deadwood, Lawrence County, South Dakota, formerly Lot X of Riverside Addition located in the NE 1/4 of Section 27, T5N, R3E, B.H.M. (Approved by Planning and Zoning Commission August 20, 2025 with nine (9) conditions.)
- m. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Vacation Home Establishment 36 Water Street Deadwood Rentals Creekside, legally described as 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 1/4 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 1/4 NW 1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.(Approved by Planning and Zoning Commission August 20, 2025 with nine (9) conditions.)
- n. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Specialty Resort 20577 Hwy 85 Can Am 85 VRBO-RV, legally described as Lot 34 in Block 15, being a part of Mineral Lot 38, and also known as Lot A in Lot H2 of H.E.S. No. 613 in the NE 1/4 of Section 11, T5N, R3E, BHM, Lawrence County, South Dakota, and Lot C in H.E.S. No. 613 in the NE 1/4 of Section 11, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission August 20, 2025 with eight (8) conditions.)
- Permission to hire Skyline Engineering, LLC for Electrical Engineering design services for new lighting for the Deadwood Event Center at a cost not to exceed \$36,000.00. (To be paid by HP Capital Assets line item.)

11. Informational Items and Items from Citizens

- a. Acknowledge drawing date change from Sept. 28 to Nov. 1, 2025 of Raffle permit received from Society of St. Vincent de Paul, Lead Deadwood.
- b. Suicide Prevention week is September 7-13, 2025. 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.
- C. Please join us for the Deadwood Community Picnic Sunday, September 7, 2025, from 4:00 p.m. to 6:00 p.m. at Gordon Park. A Quorum of City Commissioners may be present.

12. Executive Session

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

13. Adjournment

This will be a public meeting conducted through Zoom. To participate, join Zoom Meeting with your name being entered.

URL: https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2

YjVTNUtZQT09

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

The Regular Session of the Deadwood City Commission convened on Monday, July 7, 2025 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 Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson and Sharon Martinisko. Blake Joseph was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of July 31, 2025. Roll Call: Aye-All. Motion carried.

JULY 2025 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$25,596.18; PUBLIC BUILDINGS, \$7,669.55; POLICE, \$91,057.21; FIRE, \$7,995.78; BUILDING INSPECTION, \$5,459.60; STREETS, \$29,886.83; PARKS, \$21,281.60; PLANNING & ZONING, \$4,101.18; LIBRARY, \$4,482.14; RECREATION CENTER, \$27,599.81; HISTORIC PRESERVATION, \$26,516.28; WATER, \$20,501.70; MT. MORIAH, \$7,849.90; PARKING METER, \$18,112.53; TROLLEY, \$25,696.44; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$352,432.67.**

JULY 2025 PAYROLL PAYMENTS:

Internal Revenue Service, \$83,209.85; S.D. Retirement System, \$37,8010.42; Delta Dental, \$3,892.08.

APROVAL OF DISBURSEMENTS

Martinisko moved, Eagleson seconded to approve the July 31, 2025 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	163.57
A & I DISTRIBUTORS	SUPPLIES	718.70
A-Z SHREDDING	SERVICE	26.18
ACE HARDWARE	SUPPLIES	128.68
ADAMS SALVAGE RECYCLING	SERVICE	37.43
ALBERTSON ENGINEERING	PROJECT	5,739.80
AMAZON CAPITAL	SUPPLIES	3,264.96
AMERICAN ENGINEERING TESTING	SERVICE	2,387.50
ARCHER SEATING CLEARINGHOUSE	STADIUM SEATS	13,323.00
ASSOCIATION FOR RURAL	MEMBERSHIP	75.00
AUTO VALUE	SUPPLIES	592.15
AVID4 ENGINEERING	PROJECT	877.50
BADGER METER	SERVICE	1,288.50
BH CHEMICAL	SUPPLIES	5,400.78
BH FILM FESTIVAL	SPONSOR	250.00
BH PIONEER	SERVICE	827.77
BH SECURITY	SERVICE	492.96
BOSCHI, THOMAS	REFUND	35.00
CED SPEARFISH	SUPPLIES	165.00
CHAINSAW CENTER	SERVICE	698.48
CHAMBERLIN ARCHITECTS	PROJECT	5,959.50
CULLIGAN	SUPPLIES	137.75
CUTTING EGDE TIMBER	SERVICE	815.83
DAKOTA PUMP	SERVICE	755.10
DEADWOOD ALIVE	AUGUST	40,000.00
DEADWOOD CHAMBER	BILL LIST	67,846.77
DEADWOOD CUSTOM CYCLES	REFUND	500.00
DVFD	STAFFING	2,376.00
EDWARDS, JAMES	REFUND	25.00
ENVIRONMENTAL EQUIPMENT	SUPPLIES	959.04
FEEDING DEADWOOD	RECYCLING	337.05
FIB CREDIT CARDS	SUPPLIES	3,678.47
FORAL, FRANCY	PROJECT	3,000.00
GOLDEN WEST	SERVICE	17,932.66
GUNDERSON, PALMER, NELSON	SERVICE	11,712.69
HAWKINS	SUPPLIES	151.18
HEIMAN	SUPPLIES	610.91
HOMETOWN MANUFACTURING	SUPPLIES	179.42
IPS GROUP	SERVICE	4,797.93
KETEL THORSTENSON	AUDIT	14,250.00
KNECHT	SUPPLIES	242.83
KONE CHICAGO	MAINTENANCE	592.24
LAWRENCE CO. REGISTER	SERVICE	210.00
LAWSON PRODUCTS	SUPPLIES	590.97
LEAD-DEADWOOD SANITARY	SERVICE	34,563.14
LIBRARY JOURNAL	SUBSCRIPTION	159.00
LYNN'S	SUPPLIES	8.99
MED-TECH RESOURCE	SUPPLIES	976.77
MENARD'S	SUPPLIES	815.85
METERING & TECHNOLOGY SOLU	SUPPLIES	326.09
MID-AMERICAN RESEARCH CHEM	SUPPLIES	269.30
MID-AMERICAN SIGNAL	SUPPLIES	715.00
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MIDWEST TAPE	SUPPLIES	255.99
MIKLA, JAMES & CHRISTINE	PROJECT	195.00

MORRISON, RONDA	SERVICE	970.00
MS MATI	SERVICE	2,245.37
NHS OF THE BLACK HILLS	SERVICE	3,747.50
NORTHWEST PIPE FITTINGS	SUPPLIES	452.69
OFFICE SHOP	SUPPLIES	85.00
ONSITE FIRST AID	SUPPLIES	382.57
OTIS ELEVATOR	SERVICE	888.15
PETTY CASH	HP/ZONEING	72.54
PONDEROSA LAND SURVEYS	SERVICE	370.00
OUADIENT FINANCE	POSTAGE	500.00
OUIK SIGNS	SERVICE	535.92
RASMUSSEN MECHANICAL	SERVICE	2,915.56
	PROJECT	112,682.25
RCS CONSTRUCTION ROCKINGTREE LANDSCAPES	SUPPLIES	180.00
		74.90
RUNGE, MIKE	REIMBURSEMENT	
S AND C CLEANERS	CLEANING	10,812.00
SANDER SANITATION	SERVICE	14,807.76
SCHMIDT, WILLIAM	PROJECT	2,499.00
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF REVENUE	TAX	10,392.83
SD PUBLIC HEALTH LAB	TESTING	40.00
SD STATE HISTORICAL SOCIETY	SERVICE	70,000.00
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	2,746.50
SHERWIN WILLIAMS	SUPPLIES	87.14
SODAK TITLE	SERVICE	120.00
SPEARFISH BUILDING	SUPPLIES	61.97
SPEARFISH BUILDING STURGIS RESPONDER SUPPLY SUMMIT FIRE PROTECTION	UNIFORMS	1,625.00
SUMMIT FIRE PROTECTION	SERVICE	317.05
SUTLEY, STEVEN	REFUND	25.00
TDG COMMUNICATIONS	SERVICE	383.75
THE JUNK DRAWER	SUPPLIES	209.00
TOMS, DON	PROJECT	600.00
UNDERGROUND CONSTRUCTION	PAY APP #1	196,968.60
VERIZON CONNECT	SERVICE	189.01
VIGILANT BUSINESS SOLUTION	SERVICE	806.75
WAREING STURGIS	SUPPLIES	280.73
WARNE GREEN FORCE	SUPPLIES	1,900.00
WATERS HARDWARE	SUPPLIES	1,720.17
WATERS HARDWARE	GRANTS	1,006.22
WATERS HARDWARE	GRANTS	733.74
WELLMARK	INSURANCE	48,438.96
WESTERN COMMUNICATIONS	SUPPLIES	964.12
WESTERN CONSTRUCTION	PROJECT	164,727.50
WESTERN STATES FIRE	SERVICE	5,260.00
WHISLER BEARING	SUPPLIES	63.98

Total \$951,561.02

ITEMS ON CITIZENS ON AGENDA

Recognition

Asst. Fire Chief Fetter recognized the following firefighters on completing South Dakota Firefighter Certification course: John Beck-Bronikowski, Shaun Brautigan, and Austin Lang. Brandon Wallin was absent but also recognized.

CONSENT

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

- A. Permission to accept termination of Public Buildings Technician Coltan Radensleben effective August 1, 2025.
- B. Permission to advertise in-house for 5 days and then with outside sources, if needed, for Public Building Technician, wage depending on experience.
- C. Permission to accept resignations from lifeguard Jonas Runge effective August 4 and lifeguards James Burke, Aiden Russell and Parks seasonals Ryan Silvernail and Finn Cain effective August 18, 2025.
- D. Permission to accept resignation of police officer David Call effective August 8, 2025.
- E. Permission to advertise in-house for 5 days and then with outside sources for one full-time police officer position. (\$28.00 per hour for Certified and \$25.00 for Non-Certified.)
- F. Permission to advertise in-house for 5 days and outside sources for part-time (10 hours per week) Library Assistant I position at \$16.00 per hour.
- G. Permission to advertise in-house for 5 days and with outside sources for half-time (25 hours per week) Library Education/Program coordinator at \$17.50 per hour.
- H. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Michael Trucano.
- I. Acknowledge donation from Black Hills Area Community Foundation (BHACF) in the amount of \$5,000.00 to support Deadwood Trails.

- J. Deadwood History Inc. request approval to serve complimentary beer and wine for Big Thank You Event at Adams Museum from 5:00 p.m. to 7:00 p.m. Thursday, September 11, 2025.
- K. Deadwood Chamber of Commerce request approval to serve complimentary beer and wine for a social event at the Welcome Center from 5:00 p.m. to 7:00 p.m. Thursday, August 28, 2025.
- L. Permission to pay Black Hills Asphalt in the amount of \$4,270.41 to seal coat and stripe the Twin City Fruit parking lot after the Hwy 85 water redundancy project. (To be paid by Water Capital Outlay line item.)
- M. Permission to pay Black Hills Asphalt in the amount of \$5,004.70 to seal coat and stripe the Bullock parking lot after Hwy 85 water redundancy project. (To be paid by Water Capital Outlay line item.)
- N. Permission for a Building Inspector, Trent Mohr, to attend ICC Annual Conference & Expo October 19 -23, 2025 in Cleveland, Ohio. (All expenses paid by SD Building Officials Association.)
- O. Permission for Building Inspector, Trent Mohr, to attend NFPA Conference December 9 -11, 2025 in Quincy, MA at a cost to the City not to exceed \$350.00.
- P. Permission for Library Director, Kennedy Penk, to attend the Mountain Plains and SD Library Association's joint conference October 1-3, 2025 in Grand Forks, ND at a cost not to exceed \$1,200.
- Q. Permission for the Mayor to appoint Interim Executive Director for the Deadwood Chamber of Commerce, Amanda Kille, and Lacey Goeringer to the Parking and Transportation Committee effective September 11, 2025.
- R. Permission for Mayor to sign contract with Charles "Mike" Madler of Spearfish, SD for professional services in the amount not to exceed \$3,000.00 related to GIS online mapping project for historic transportation routes into Deadwood. (To be paid by HP Public Ed line item.)
- S. Permission to purchase lockers for the Recreation Center from Lockers.com in an amount not to exceed \$15,000. (To be paid by Public Buildings line item.)
- T. Acknowledge donation from Black Hills Corporation Foundation in the amount of \$2,500.00 to the Fire Department for PPE.

BID ITEMS

Results

Martinisko moved, Johnson seconded to continue results of bid opening on August 14 at 2:00 p.m. for Streets Department Metal Roof Replacement. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Alcohol Licenses

Public hearing was opened at 5:06 p.m. by Mayor Struble-Mook. No one spoke for or against, hearing closed. Martinisko moved, Johnson seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider License for Deadwood Gaming, LLC dba Deadwood Gulch Resort at 304 Cliff Street. Roll Call: Aye-All. Motion carried.

Tusk Concert

Public hearing was opened at 5:07 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Johnson moved, Martinisko seconded to approve open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, August 29; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, August 29 to 1:00 a.m. on Saturday, August 30, 2025. Roll Call: Aye-All. Motion carried.

Deadwood Jam

Public hearing was opened at 5:08 p.m. by Mayor Struble-Mook. No one spoke in favor or against, hearing closed. Martinisko moved, Johnson street closure on Main Street from Wall Street to Pine Street on Friday, September 19 from 7:30 p.m. to 10:00 p.m. Lee Street will exit onto Main Street (right turn only.) Roll Call: Aye-All. Motion carried.

Set

Johnson moved, Martinisko seconded to set public hearing on September 2 for Oktoberfest. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to set public hearing on September 2 for Wild West Songwriters Festival. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to set public hearing on September 2 for Deadweird. Roll Call: Aye-All. Motion carried.

Johnson moved, Eagleson seconded to set public hearing on September 2 for Neighborhood Block Club's Community Picnic. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Reading

Finance Officer McKeown stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve to approve second reading of Ordinance #1426 Montana Dakota Franchise Agreement. Roll Call: Aye-All. Motion carried.

Second Reading

Finance Officer McKeown stated no changes between first and second reading. Johnson moved, Martinisko seconded to approve second reading of Ordinance #1427 Budget Supplement #4 for 2025. Roll Call: Aye-All. Motion carried.

First Reading

Parking and Transportation Director Lux spoke about the ordinance. Martinisko moved, Eagleson seconded to approve first reading of Ordinance #1428 Amending Chapter 5.48 Vehicles for Hire. Roll Call: Aye-All. Motion carried. Mayor Struble-Mook stated goal is balance, by allowing rideshare services we are expanding safe and reliable transportation options for residents and visitors. We continue to support and protect the local taxi cabs companies, who have long served the community. This change is not about replacing one service for another but giving people more chooses to get to their destination safely. Roll Call: Aye-All. Motion carried.

Purchase

Lux spoke about the purchase. Commissioner Martinisko stated this is the first step in creating the process to justify where speed bumps are warrantied. Martinisko moved, Johnson seconded to purchase speed trailer from Traffic Logix in the amount not to exceed \$8,110.00. (To be split equally by Parking & Transportation and Streets equipment line items.) Roll Call: Aye-All. Motion carried.

Permission

Public Works Director Stalder spoke about the update. Discussion was held concerning price. Martinisko moved, Eagleson seconded to update the water SCADA monitoring system in an amount not to exceed \$21,190.60. (To be paid by Water Professional Services and Improvements line items.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Next City Commission meeting will be held Tuesday, September 2, 2025 due to the observance of Labor Day.
- B. Raffle permit received from Society of St. Vincent de Paul, Lead Deadwood. Drawing will be held Sunday, September 28, 2025.

Resident, David Herdt, believes the speed limit on Pioneer Way be 35 mph from Pine Street to Central City. He had additional concern about sandwich signs on Main Street, which he thinks is out of control. Also license plates and dead storage on city streets. Mayor Struble stated the city has been in discussion concerning all the issues Herdt has addressed.

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

ADJOURNMENT

Martinisko moved, Eagleson seconded to adjourn the regular session at 5:35 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be Tuesday, September 2, 2025 at 5:00 p.m.

After coming out of executive session at 6:41 p.m.,

Martinisko moved, Johnson seconded to promote Steven Murphy to Water Superintendent position at \$29.63 per hour effective August 19, 2025. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to advertise in house for 5 days and with outside sources for Water and Wastewater Maintenance Operator, wage depending on experience, qualifications and education. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to adjourn.		
ATTEST:	DATE	B:
	BY:	
Jessicca McKeown, Finance Officer		Charlie Struble-Mook, Mayor
Published once at the total approximate cost of		

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME		G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
====== 01-5150	EKLUND, GAR		=========			
		I-08/20/2025	101-3000-699	MISC REVENUE MILEAGE - JURY DUTY	000000	12.06
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	12.06
01-0966	PETTY CASH-	FINANCE OFFI				
		I-08/26/2025	101-4130-422	PROFESSIONAL ELECTIONS - STORAGE TUB	000000	13.80
				DEPARTMENT 130 ELECTIONS	TOTAL:	13.80
)1-1171	A & B BUSIN	ESS SOLUTION				
		I-IN1289965	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	325.36
01-5156	CASEY PETER	RSON, LTD				
		I-185351	101-4142-422	PROFESSIONAL '24 AUD.PREP SUPPORT-CONT.SV	000000	25,864.80
01-5451	PRINCIPAL L	JIFE INSURANC				
		I-08/01/25-#1205242	101-4142-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
		I-081725-#1205242	101-4142-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
				DEPARTMENT 142 FINANCE	TOTAL:	26,224.96
01-0436	BLACK HILLS	WINDOW CLEA				
		I-143167	101-4192-422-08	PROFESSIONAL- JULY WINDOW CLNING/HISTORY	000000	142.00
		I-143167	101-4192-422-04	PROFESSIONAL JULY WINDOW CLNING/CITY HALL	000000	635.00
		I-143167	101-4192-422-10	PROFESSIONAL JULY WINDOW CLNING/LIBRARY	000000	545.00
		I-143167	101-4192-422-24	PROFESSIONAL JULY WINDOW CLNING/OSQ	000000	89.00
		I-143167	101-4192-422-21	PROFESSIONAL JULY WINDOW CLNING/WELCOME	000000	1,065.00
		I-143168	101-4192-422-17	PROFESSIONAL- JUL 8 WINDO CLN OUT/DAYS OF	76 000000	255.00
01-0551	MENARD'S	7 74500	101 4100 405 06		~= 000000	00.42
		I-74588	101-4192-425-06	REPAIRS - DAY LEAD WIRE-BRKT-OLDWORK/GRAND:	ST 000000	88.43
01-0553	MONTANA DAK	COTA UTILITIE				
		I-NAT GAS 08/22/25	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	159.80
		I-NAT GAS 08/22/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	63.81
		I-NAT GAS 08/22/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	53.94
		I-NAT GAS 08/22/25 I-NAT GAS 08/22/25	101-4192-428-04 101-4192-428-07	UTILITIES - C CITY HALL UTILITIES - F FIRE HALL	000000	55.91 66.44
		I-NAT GAS 08/22/25	101-4192-428-08	UTILITIES - F FIRE HALL UTILITIES - H HISTORY CENTER	000000	21.76
		I-NAT GAS 08/22/25	101-4192-428-09	UTILITIES - H HISTORY CENTER UTILITIES - H HARCC	000000	53.94
		I-NAT GAS 08/22/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	21.17
		I-NAT GAS 08/22/25	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	21.17
		I-NAT GAS 08/22/25	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	2,067.01
		I-NAT GAS 08/22/25	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	53.94
		I-NAT GAS 08/22/25	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	34.34

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TMOUNA
	=		_ ==:	=			
01-0553	MONTANA DAI	OTA UTILITIE continu I-NAT GAS 08/22/25		IIMII IMIDO O	DIUMA DADY 410 CLIEB CE	000000	01 7/
		I-NAT GAS 08/22/25	101-4192-428-19 101-4192-428-21		PLUMA PARK 418 CLIFF ST WELCOME CENTER	000000	21.76 59.20
		I-NAT GAS 08/22/25	101-4192-428-24		703 MAIN OUTLAW SQUARE	000000	57.89
01-1003	VERIZON WIE	RELESS					
		I-6120707469	101-4192-422	PROFESSIONAL	ON CALL PHONE/PUB BLDGS	000000	39.70
01-1230	INTERSTATE	ALL BATTERY					
		I-1901002029955	101-4192-426	SUPPLIES	(36) PHO0015 IB 3 LIT 0075 SIN	000000	125.64
01-1333	DEADWOOD EI	LECTRIC					
		I-23439	101-4192-425-06	REPAIRS - DAY	REPL BURNED RANGE/GRANDST	000000	118.65
01-1370	TEMPERATURE	E TECHNOLOGY,					
		I-28308	101-4192-422-24	PROFESSIONAL	AS-P UPGRADES/OSQ	000000	66.33
		I-28308	101-4192-422-06	PROFESSIONAL-	AS-P UPGRADES/GRANDSTANDS	000000	66.33
		I-28308	101-4192-422-08	PROFESSIONAL-	AS-P UPGRADES/HISTORY	000000	66.33
		I-28308	101-4192-422-10	PROFESSIONAL	AS-P UPGRADES/LIBRARY	000000	66.32
01-1502	BLACK HILLS	S CHEMICAL					
		I-299690	101-4192-426	SUPPLIES	BLEACH-PEARLUX-TOWEL/PB	000000	1,136.42
01-1558	ECOLAB PEST	T ELIMINATION					
		I-8857610	101-4192-422-21	PROFESSIONAL	ANT PROGRAM/WELCOME CENTER	000000	125.18
01-1653	AUTO VALUE	CENTRAL CITY					
		I-832057173	101-4192-425-04	REPAIRS - CIT	FHP MEDIUM HORSE POWER/PB	000000	27.43
01-3314	CENTURY BUS	SINESS PRODUC					
		I-806825	101-4192-426	SUPPLIES	JULY-AUGUST 2025 CONTRACT	000000	39.67
01-3342	RASMUSSEN N	MECHANICAL SE					
		I-SRV124643	101-4192-422-13	PROFESSIONAL	REPAIRS TO AIR DAMPER/REC	000000	580.44
		I-SRV124707	101-4192-425-06	REPAIRS - DAY	REPL BELTS-ALIGN SHEAVES/76 MU	000000	595.00
		I-SRV124722	101-4192-422-13	PROFESSIONAL	REPL ECONOMIZER ACTUATOR/REC	000000	809.85
		I-SRV124823	101-4192-425-04	REPAIRS - CIT	RECHG-REPL TXV-FILTER/CITY HAL	000000	1,354.65
		I-SRV124850	101-4192-422-13	PROFESSIONAL	REP FLAME FAIL LOCKOUTS/REC	000000	302.72
		I-SRV124851	101-4192-425-02	REPAIRS - ADA	REPL TRANSFRMR COIL UNIT/AD MU	000000	488.00
		I-srv124768	101-4192-422-13	PROFESSIONAL	INST NEW TIME DELAY COMPR/REC	000000	738.00
01-3421	S AND C CLE	EANERS					
		I-08/27/25 INV 298	101-4192-422-24	PROFESSIONAL	OSQ BATHROOMS	000000	465.00
		I-08/27/25 INV 298	101-4192-422-19		GATEWAY AND TRAILS	000000	465.00
		I-08/27/25 INV 298	101-4192-422-08		HISTORY BATHROOMS	000000	189.00
		I-08/27/25 INV 298	101-4192-422-22	PROFESSIONAL-		000000	504.00
		I-08/27/25 INV 298	101-4192-422-03		BALL PARK STEER ROPING	000000	522.00
		I-08/27/25 INV 298	101-4192-422-11	PROFESSIONAL		000000	504.00
		I-08/27/25 INV 298	101-4192-422-18	PROFESSIONAL	FOOTBALL FIELD KOOL DWD NITES	000000	90.00

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR SET: 01

FUND : 101 GENERAL FUND

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

PACKET: 07187 COMBINED - 8/29/25

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	========	DESCRIPTION	CHECK#	AMOUNT
01-3421	S AND C CLEA	ANERS continue	ed				
		I-08/27/25 INV 298	101-4192-422-06	PROFESSIONAL-	RODEO STEER ROPING KDN	000000	198.00
		I-08/27/25 INV160	101-4192-422-04	PROFESSIONAL	CITY HALL	000000	998.00
		I-08/27/25 INV160	101-4192-422-04	PROFESSIONAL	POLICE DEPT	000000	1,165.00
		I-08/27/25 INV160	101-4192-422-07	PROFESSIONAL	FIRE DEPT	000000	535.00
		I-08/27/25 INV160	101-4192-422-10	PROFESSIONAL	LIBRARY	000000	768.00
		I-08/27/25 INV160	101-4192-422-21	PROFESSIONAL	WELCOME CENTER	000000	1,954.00
		I-08/27/25 INV160	101-4192-422-13	PROFESSIONAL	REC CENTER	000000	1,933.00
01-3838	BLUEPEAK						
		I-TELEPHONE 08/14/25	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	0.00
		I-TELEPHONE 08/14/25	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	1,004.74
		I-TELEPHONE 08/14/25	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	297.27
		I-TELEPHONE 08/14/25	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	255.74
		I-TELEPHONE 08/14/25	101-4192-428-10	UTILITIES - L	LIBRARY	000000	248.66
		I-TELEPHONE 08/14/25	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	213.21
		I-TELEPHONE 08/14/25	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	82.99
		I-TELEPHONE 08/14/25	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	43.01
		I-TELEPHONE 08/14/25	101-4192-428-06	UTILITIES - D	DAYS OF '76	000000	84.37
		I-TELEPHONE 08/14/25	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	82.99
01-4696	RUNNING SUP	PLY INC.					
		I-0052-1516278	101-4192-426-13	SUPPLIES - RE	(63) 40 LB SOFTENER SALT/REC	000000	328.86
01-4711	AMAZON CAPIT	TAL SERVICES					
		I-1JFK-LG7L-9WV1	101-4192-426	SUPPLIES	CALENDAR-STICKY NOTES/PB	000000	5.86
01-4945	QUADIENT LEA	ASING USA, I					
		I-Q1972428	101-4192-422	PROFESSIONAL	LEASE PAYMENT- 9/10/25-12/9/25	000000	245.46
01-5179	TECHNOLOGY	INC					
		I-1762	101-4192-433	IMPROVEMENTS	EXTRA CAMERA - CITY HALL	000000	2,096.59
01-5451	PRINCIPAL L						
					EMPLOYEE LIFE INSURANCE	000000	12.26
		I-081725-#1205242	101-4192-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	12.26
				DEPARTMENT 1	92 PUBLIC BUILDINGS T	OTAL:	27,682.44
 01-0186	ALPINE IMPRI	ESSIONS					
		I-ALP771069	101-4210-426	SUPPLIES	LOGO FOR CAP - POLICE	000000	21.24
01-0467	CULLIGAN OF	THE BLACK H					
		I-0024125	101-4210-424	RENTALS	2-5 GAL.BTTLD WTR, COOLR RNT-PD	000000	106.25
01-0508	GALLS, LLC						
		I-031827001	101-4210-426	SUPPLIES	CODE RED SGL WIRE EARPIECE -PD	000000	44.99
		I-031870365	101-4210-426	SUPPLIES	UNIFORM SHORTS - POLICE	000000	119.19

0:25 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0508	CALLS IIC	continu	od				
01-0300	GALLS, LLC	I-031927500	101-4210-426	SUPPLIES	UNIFORM TROUSERS - POLICE	000000	76.29
01-0966	PETTY CASH-	FINANCE OFFI					
		I-08/26/2025	101-4210-426	SUPPLIES	POSTAGE - POLICE	000000	19.51
01-1653	AUTO VALUE	CENTRAL CITY					
		C-832057382	101-4210-425	REPAIRS	RETURN BRAKE PAD SETS - PD	000000	119.38-
		I-832057135	101-4210-425	REPAIRS	BRAKE PADS, SUSPENS'N CNTRL-PD	000000	449.27
		I-832057172	101-4210-425	REPAIRS	DISC BRAKE PAD SET - PD	000000	63.17
01-1705	VANWAY TROP	НҮ					
		I-119592	101-4210-426	SUPPLIES	OFFICER OF YR AWARD/HOLZAPFEL	000000	19.75
		I-121616	101-4210-426	SUPPLIES	RETIREMENT PLAQUE - OLSON -PD	000000	141.12
01-1826	FIRST NET						
		I-287304791844X0825	101-4210-422	PROFESSIONAL	MDT POLICE CARS - AUGUST	000000	280.28
		I-287304791844X0725	101-4210-422	PROFESSIONAL	MTD POLICE CARS - JULY	000000	279.06
01-2190	KUSTOM SIGN	ALS. INC					
01 2100	1.001011 0101.	I-618995	101-4210-434	MACHINERY/EQU	RADAR FOR 2020 INTERCEPTOR-PD	000000	2,590.25
01-4195	MARCO						
01 1100	144100	I-39915872	101-4210-422	PROFESSIONAL	COPIER CONTRACT - POLICE	000000	177.22
01-4693	CURTIS BLUE	LINE / L.N.					
		I-INV975758	101-4210-426	SUPPLIES	NAME PATCH - POLICE	000000	39.90
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1CFW-NYNW-6H33#2	101-4210-426	SUPPLIES	AIR CIRCULATOR FAN - POLICE	000000	13.75
		I-1W1Q-RKT7-PLLL	101-4210-426	SUPPLIES	FOLDERS, COPY PPR, TAPE, MLRS-PD	000000	92.34
		I-1YHG-XDGM-CLKC#2	101-4210-426	SUPPLIES	THERMAL PRINTER ROLLS - PD	000000	105.75
01-5310	WAREING BEL	LE FOURCHE					
		I-5018074	101-4210-425	REPAIRS	HOSE: ENGINE COOLANT / POLICE	000000	92.05
		I-5018273	101-4210-425	REPAIRS	PAD KIT: FRONT DISC - POLICE	000000	142.74
		I-6019805/1	101-4210-425	REPAIRS	REPAIRS-'20 DURANGO #0985 -PD	000000	707.27
		I-6020429/1	101-4210-425	REPAIRS	REPAIRS -'20 DURANGO #0604 -PD	000000	1,444.12
		I-6020987/1	101-4210-425	REPAIRS	REPAIRS TO '21 FORD INTERC-PD	000000	414.66
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	101-4210-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	79.52
		I-081725-#1205242	101-4210-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	79.52
				DEPARTMENT 2	10 POLICE T	'OTAL:	7,479.83
01-0545	LYNN'S DAKO	TA MART I-08/15/2025	101-4221-426	SUPPLIES	DEPT.HEAD MEETING - FIRE DPT.	000000	34.95
		_ 00, 10, 2020		00111110	,	30000	51.55

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-E		101-4221-426	SUPPLIES	VEHICLE REGISTRATION-FIRE DPT		26.70
01-1410	WESTERN COMM	MUNICATIONS, I-22753	101-4221-434	MACHINERY/EQU	3 RADIOS - FIRE DEPT.	000000	1,275.21
01-1653	AUTO VALUE C	CENTRAL CITY I-832056526 I-832057376	101-4221-425 101-4221-426	REPAIRS SUPPLIES	1/4 SGL BLK SHRK TBE -TRK 4/F. TUNE UP - FIRE DEPT	D 000000 000000	2.41 9.99
01-2594	DEADWOOD FIR	RE DEPARTMEN I-08/25/25	101-4221-422	PROFESSIONAL	STAFFING-KOOL DWD NITES / FIR	E 000000	1,584.00
01-5451	PRINCIPAL LI	IFE INSURANC I-08/01/25-#1205242 I-081725-#1205242	101-4221-415 101-4221-415		EMPLOYEE LIFE INSURANCE EMPLOYEE LIFE INSURANCE	000000	4.97 4.97
				DEPARTMENT 2	21 FIRE DEPARTMENT ADMINISTR	TOTAL:	2,943.20
01-1003	VERIZON WIRE	ELESS I-6120707469	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-1653	AUTO VALUE O	CENTRAL CITY I-832056099	101-4232-425	REPAIRS	CHG OIL-FILTER/BLDG INSPECTOR	000000	50.99
01-5066	LOOKOUT PLAN	N + CODE CON I-25069	101-4232-422	PROFESSIONAL	PLAN REVIEW 834 MAIN ST/BI	000000	94.80
01-5451	PRINCIPAL LI	IFE INSURANC I-08/01/25-#1205242 I-081725-#1205242	101-4232-415 101-4232-415		EMPLOYEE LIFE INSURANCE	000000	4.96 4.96
				DEPARTMENT 2	32 BUILDING INSPECTION	TOTAL:	182.68
01-0575	SOUTHSIDE OI	IL I-100200	101-4310-426	SUPPLIES	(5503) GALS FUEL/STREETS	000000	16,453.97
01-0677	LAWSON PRODU	JCTS, INC. I-9312747349 I-9312756113	101-4310-426 101-4310-426	SUPPLIES SUPPLIES	SCREW-WASHER-SOCKET HEADS/STR	T 000000	438.71 37.80
01-1003	VERIZON WIRE	ELESS I-6120707469	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	35.57
01-1171	A & B BUSINE	ESS SOLUTION I-IN1289470	101-4310-424	RENTALS	CONTRACT BASE RATE/STRTS	000000	83.14

PAGE: 5

BANK: FNBAP

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

01-4711 AMAZON CAPITAL SERVICES	AMOUNT		CHECK#	DESCRIPTION		G/L ACCOUNT NAME		NAME	VENDOR
1-832056489 101-4310-426 SUPPLIES OIL HE-TUNE UP/STRING 000000 T-837057089 101-4310-426 SUPPLIES 1 GAT. CAST TIME/STRETS 000000 D1-3094 BOMGARAS					==========				====== 01-1653
1-822057060 101-4310-426 SUPPLIES 1 GAL CAST LUME/STRIPS 000000 101-3094 BOMGARS 1-08/16/25 STATEMENT 101-4310-426 SUPPLIES IMPACT RIT 1/4 INCH/STREETS 000000 101-4345 ULINE 1-196284238 101-4310-426 SUPPLIES VERT 3-4 DRAW FILE CAB/STRIS 000000 101-4709 TRAFFIC LOSIX CORP 1-81N33373 101-4310-434 MACHINERY/500 EVOLUTION SOLAR TRAILER/STRIS 000000 101-4711 AMARON CAPITAL SERVICES 1-17/0-6*PYS-MROH 101-4310-426 SUPPLIES CRAIMMAR-STRICKY NOTES/STRIES 000000 1-17/1-12/1-12/1-12/1-12/1-12/1-12/1-12/	19.48		TR 000000	1/4 MALE PLUG-EXH PIPE FLG/STR	REPAIRS	101-4310-425	I-832056425		
1-08/16/25 STATEMENT 101-4310-426 SUPPLIES IMPACT RIT 1/4 INCH/STREETS 000000	24.98		000000	OIL HD-TUNE UP/STRTS	SUPPLIES	101-4310-426	I-832056489		
1-08/16/25 STATEMENT 101-4310-426 SUPPLIES IMMACT KIT 1/4 INCH/STREETS 000000 1-4345 ULINE	51.76		000000	1 GAL CAST LUBE/STRTS	SUPPLIES	101-4310-426	I-832057060		
1-196284238 101-4310-426 SUPPLIES VERT 3-4 DRAW FILE CAB/STRTS 000000								BOMGAARS	01-3094
I - 196284238 101-4310-426 SUFFLES VERT 3-4 DRAW FILE CAB/STRTS 000000	99.99		000000	IMPACT KIT 1/4 INCH/STREETS	SUPPLIES	101-4310-426	I-08/16/25 STATEMENT		
1-4709 TRAFFIC LOSIX CORP 1-SIN33373 101-4310-434 MACHINERY/EQU EVOLUTION SOLAR TRAILER/STRTS 000000 1-SIN33373 101-4310-426 SUPPLIES DESTITO COMPUTER SPEARER/STRTS 000000 1-1JFR-LG7L-9WV1 101-4310-426 SUPPLIES CALENDAR-STICKY MOTES/STRTS 000000 1-3451 ERINCIPAL LIFE INSURANC 1-08/01/25-41205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 1-081725-41205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 DEPARTMENT 310 STREETS TOTAL: 2: 2: 2: 2: 2: 2: 2:								ULINE	01-4345
1-5133373 101-4310-434 MACHINERY/EQU EVOLUTION SOLAR TRAILER/STRTS 000000 // 201-4711 AMAZON CAPITAL SERVICES	390.06		000000	VERT 3-4 DRAW FILE CAB/STRTS	SUPPLIES	101-4310-426	I-196284238		
1-4711 AMAZON CAPITAL SERVICES							X CORP	TRAFFIC LOGI	01-4709
I-1J7Q-6PYR-HWGH	4,055.00	4,	S 000000	EVOLUTION SOLAR TRAILER/STRTS	MACHINERY/EQU	101-4310-434	I-SIN33373		
I-1JFK-LG7L-9WV1 101-4310-426 SUPFLIES CALENDAR-STICKY NOTES/STRTS 000000 01-5451 PRINCIPAL LIFE INSURANC							AL SERVICES	AMAZON CAPITA	01-4711
PRINCIPAL LIFE INSURANC I-08/01/25-#1205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 I-081725-#1205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 I-081725-#1205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 I-213887239 101-4370-422 PROFESSIONAL OAKRIDGE CEMETERY 000000 I-213887239 101-4520-422 PROFESSIONAL ST AMBROSE CEMETERY 000000 I-213887239 101-4520-422 PROFESSIONAL GORDON PARK 000000 I-213887239 101-4520-422 PROFESSIONAL FEBRUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL FEBRUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUM PARK 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUM PARK 000000 I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 I-213887241 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 I-213887241 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 I-213887241 I-21450-426 SUPPLIES SUPP	59.49		TS 000000	DESKTOP COMPUTER SPEAKER/STRTS	SUPPLIES	101-4310-426	I-1J7Q-6PYR-HWGH		
I-08/01/25-#1205242	5.86		000000	CALENDAR-STICKY NOTES/STRTS	SUPPLIES	101-4310-426	I-1JFK-LG7L-9WV1		
T-081725-#1205242 101-4310-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000							FE INSURANC	PRINCIPAL LI	01-5451
DEPARTMENT 310 STREETS TOTAL: 2: DEPARTMENT 310 STREETS TOTAL: 2:	29.65		000000	EMPLOYEE LIFE INSURANCE	GROUP INSURAN	101-4310-415	I-08/01/25-#1205242		
D1-0213 TRUGREEN CHEM-LAWN I -213887239	29.65		000000	EMPLOYEE LIFE INSURANCE	GROUP INSURAN	101-4310-415	I-081725-#1205242		
DEPARTMENT 370 OAKRIDGE CEMETERY DO0000 CO00000 CO000000 CO000000 CO000000 CO0000000 CO000000000 CO0000000000	1,815.11 	21,	TOTAL:	LO STREETS TO	DEPARTMENT 31				
DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: I - 213887239							M-LAWN	TRUGREEN CHE	01-0213
I-213887239 101-4520-422 PROFESSIONAL ST AMBROSE CEMETERY 000000 I-213887239 101-4520-422 PROFESSIONAL GORDON PARK 000000 I-213887239 101-4520-422 PROFESSIONAL MARTHA BULLOCK PARK 000000 I-213887239 101-4520-422 PROFESSIONAL SOFTBALL FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 01-0653 FASTENAL COMPANY I-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 01-0782 JACOBS PRECISION WELDIN I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000	2,954.36	2,	000000	OAKRIDGE CEMETERY	PROFESSIONAL	101-4370-422	I-213887239		
I-213887239 101-4520-422 PROFESSIONAL GORDON PARK 000000 I-213887239 101-4520-422 PROFESSIONAL MARTHA BULLOCK PARK 000000 I-213887239 101-4520-422 PROFESSIONAL SOFTBALL FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 I-213887241 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 I-213887241 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 I-213887241 101-4520-426 SUPPLIES SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887241 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887241 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-213887240 I-213887239 I-213887239	2,954.36	2,	TOTAL:	70 OAKRIDGE CEMETERY TO	DEPARTMENT 37				
T-213887239 101-4520-422 PROFESSIONAL MARTHA BULLOCK PARK 000000 T-213887239 101-4520-422 PROFESSIONAL SOFTBALL FIELDS 000000 T-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 T-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 T-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 T-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 T-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 T-0653 FASTENAL COMPANY T-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 D1-0782 JACOBS PRECISION WELDIN T-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 D1-0798 WARNE GREEN FORCE WARNE GREEN FORCE SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 D1-0798 WARNE GREEN FORCE D1-0798 WARNE GREEN FORCE D1-0798 D1-0798 WARNE GREEN FORCE D1-0798 D1	800.59		000000	ST AMBROSE CEMETERY	PROFESSIONAL	101-4520-422	I-213887239		
I-213887239 101-4520-422 PROFESSIONAL SOFTBALL FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 I-213887241 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 I-32148	194.77		000000	GORDON PARK	PROFESSIONAL	101-4520-422	I-213887239		
I-213887239 101-4520-422 PROFESSIONAL FERGUSON FIELDS 000000 I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 D1-0653 FASTENAL COMPANY I-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 D1-0782 JACOBS PRECISION WELDIN I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000	100.99		000000	MARTHA BULLOCK PARK	PROFESSIONAL	101-4520-422	I-213887239		
I-213887239 101-4520-422 PROFESSIONAL STAGE RUN PARK 000000 1-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 001-0653 FASTENAL COMPANY I-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 001-0782 JACOBS PRECISION WELDIN I-32148 101-4520-426 SUPPLIES (2) FABRICATE THT POL RACK/PRK 000000 001-0798 WARNE GREEN FORCE	0.00		000000	SOFTBALL FIELDS	PROFESSIONAL	101-4520-422	I-213887239		
I-213887240 101-4520-422 PROFESSIONAL LAWN SERVICE RIVERWALK/PARKS 000000 I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 D1-0653 FASTENAL COMPANY I-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 D1-0782 JACOBS PRECISION WELDIN I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000	510.88		000000	FERGUSON FIELDS	PROFESSIONAL	101-4520-422	I-213887239		
I-213887241 101-4520-422 PROFESSIONAL LAWN SERVICES PLUMA PARK/PARKS 000000 D1-0653 FASTENAL COMPANY	250.00		000000	STAGE RUN PARK	PROFESSIONAL	101-4520-422	I-213887239		
01-0653 FASTENAL COMPANY	580.40		000000	LAWN SERVICE RIVERWALK/PARKS	PROFESSIONAL	101-4520-422	I-213887240		
I-SDRA1151473 101-4520-426 SUPPLIES BLACK CABLE TIES/PARKS 000000 01-0782 JACOBS PRECISION WELDIN	166.75		KS 000000	LAWN SERVICES PLUMA PARK/PARKS	PROFESSIONAL	101-4520-422	I-213887241		
01-0782 JACOBS PRECISION WELDIN I-32148 101-4520-426 SUPPLIES (2) FABRICATE THT POL RACK/PRK 000000 3							PANY	FASTENAL COM	01-0653
I-32148 101-4520-426 SUPPLIES (2) FABRICATE TNT POL RACK/PRK 000000 3	74.05		000000	BLACK CABLE TIES/PARKS	SUPPLIES	101-4520-426	I-SDRA1151473		
01-0798 WARNE GREEN FORCE							SION WELDIN	JACOBS PRECIS	01-0782
	1,200.00	1,	RK 000000	(2) FABRICATE TNT POL RACK/PRK	SUPPLIES	101-4520-426	I-32148		
I-001-1032349 101-4520-426 SUPPLIES (5) 1 GL BIFEN I/T/PARKS 000000							FORCE	WARNE GREEN	01-0798
	359.50		000000	(5) 1 GL BIFEN I/T/PARKS	SUPPLIES	101-4520-426	I-001-1032349		

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
)1-0966	PETTY CASH-I	FINANCE OFFI					
		I-08/26/2025	101-4520-426	SUPPLIES	VEHICLE REGISTRATION - PARKS	000000	45.70
1-1171	A & B BUSINE	ESS SOLUTION					
		I-IN1290486	101-4520-424	RENTALS	CONTRACT BASE RATE/PARKS	000000	163.57
1-1502	BLACK HILLS	CHEMICAL					
		I-297807B	101-4520-426	SUPPLIES	(11) 45 GAL BL GARB BAGS/PARK	000000	437.36
1-1653	AUTO VALUE (CENTRAL CITY					
		I-832056136	101-4520-426	SUPPLIES	(2) BATTEREIS/PARKS	000000	105.98
		I-832056426	101-4520-426	SUPPLIES	DISC BRAKE PAD-ROTOR/PARKS	000000	246.97
		I-832057136	101-4520-426	SUPPLIES	SMALL SWIVEL GRIPPER/PARKS	000000	14.95
		I-832057351	101-4520-426	SUPPLIES	TAIL LIGHT BULB/PARKS	000000	2.64
		I-832057489	101-4520-426	SUPPLIES	PIGTAIL 11 1/2 3 WI/PARKS	000000	2.49
1-1798	CHAINSAW CEN	NTER/DAKOTA					
		I-1-1806775	101-4520-425	REPAIRS	SPARK SCREEN-FILTER REPLCD/PA	R 000000	41.34
		I-1-2025452	101-4520-426	SUPPLIES	TRIMMER-MIX OIL/PARKS	000000	101.67
)1-3094	BOMGAARS						
		I-08/16/25 STATEMENT	101-4520-426	SUPPLIES	(50) BULK SEED/PARKS	000000	149.50
)1-3314	CENTURY BUSI	INESS PRODUC					
		I-806825	101-4520-426	SUPPLIES	JULY-AUGUST 2025 CONTRACT	000000	39.67
01-3977	ACE HARDWARE	E OF LEAD					
		I-043033	101-4520-425	REPAIRS	PVC NIPPLE-COUPLE-CAP/PARKS	000000	13.62
		I-043093	101-4520-426	SUPPLIES	(2) SCOTTS LAWN SOIL.PARKS	000000	4.50
01-4779	AMERICAN LEG	GION EMBLEM					
		I-2214998A	101-4520-426	SUPPLIES	(4) NYLON US FLAGS/PARKS	000000	195.91
)1-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	101-4520-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	32.31
		I-081725-#1205242	101-4520-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	32.31
				DEPARTMENT 5:	20 PARKS	FOTAL: 	5,868.42
1-3314	CENTURY BUSI						
		I-806824	101-4640-426	SUPPLIES	CANON/TM-305	000000	2.40
		I-806825	101-4640-428	UTILITIES	JULY-AUGUST 2025 CONTRACT	000000	39.67
1-5451	PRINCIPAL L						
		I-08/01/25-#1205242			EMPLOYEE LIFE INSURANCE	000000	4.97
		I-081725-#1205242	101-4640-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	4.97
				ПЕРАРФМЕМФ 6	40 PLANNING AND ZONING '	POTAL:	52.01
				DELWUIMENI Q	10 LINNINING AND TONING	TATUTE.	JZ.UI

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY BANK: FNBAP

DESCRIPTION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

01 - 1171	A & B BUSIN	ESS SOLUTION					
		I-IN1288738	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000	82.48
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	206-4550-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	0.00
		I-081725-#1205242	206-4550-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	4.97
01-5462	NORTH DAKOTA	A LIBRARY AS					
		I-01972	206-4550-422	PROFESSIONAL	REGISTRATION-TRI-CONF./K.P	ENCK 000000	275.00
				DEPARTMENT 5	50 LIBRARY 	TOTAL:	362.45
				FUND 20	06 LIBRARY FUND	TOTAL:	362.45

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CHECK# AMOUNT

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

FUND 209 BED & BOOZE FUND TOTAL: 3,105.58

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01 - 1502	BLACK HILLS					========	
		I-299200	209-4510-426	SUPPLIES	GLOVE-SHAMPOO-ROLL TOWEL/REC	000000	389.47
01-2645	HAWKINS INC						
		I-7176782	209-4510-426	SUPPLIES	POOL CHEMICALS/REC CENTER	000000	1,210.70
		I-7176974	209-4510-426	SUPPLIES	(2) 1 QT BT/REC CENTER	000000	39.00
01-3060	QUIK SIGNS						
		I-50855	209-4510-426	SUPPLIES	MIRROR SHIELD ANTI GRAF/REC	000000	841.27
01-3094	BOMGAARS						
		I-08/16/25 STATEMENT	209-4510-426	SUPPLIES	PNEUMATIC TIRE-WHEEL/REC	000000	87.96
)1-4711	AMAZON CAPITAL SERVICES						
		I-1JFK-LG7L-9WV1	209-4510-426	SUPPLIES	LITHIUM BATTERIES/REC CENTER	000000	31.96
01-5321	THE JUNK DRA	AWER					
		I-1036	209-4510-426	SUPPLIES	T SHIRTS-HOODED TEES/REC	000000	455.50
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	209-4510-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	24.86
		I-081725-#1205242	209-4510-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	24.86
				DEPARTMENT 5	10 REC CENTER	TOTAL:	3,105.58

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PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

: 211 BID #9 FUND

DEPARTMENT: 630 BID #9 BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-4576 DEADWOOD CHAMBER - OUTL I-08/11/25 211-4630-423 MARKETING BID #9 FUNDING 000000 30,000.00 DEPARTMENT 630 BID #9 TOTAL: 30,000.00

FUND 211 BID #9 TOTAL: 30,000.00

8/29/2025 10:25 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

DEPARTMENT: 630 BID 8

FUND : 212 BID #8 BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD	GAMING ASSOCIA I-08/25/25	212-4630-422	PROFESSIONAL	BID	#8 CONTRIBUTION	000000	10,000.00
01-4841	MILE UP M	ARKETING SOLUT I-1868	212-4630-423	MARKETING	BID	#8 - MT.MOR./TRAILH	D SIGNS 000000	1,083.24
01-5126	TWISTED P	INES DESIGN CO I-1279	212-4630-423	MARKETING	BID	#8 -T-SHIRTS & HATS	/TRAILS 000000	1,699.48
				DEPARTMENT (630 	BID 8	TOTAL:	12,782.72
				FUND 2	212	BID #8	TOTAL:	12,782.72

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REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

EPARTMENT: 572 HP VISITOR MGMT AND INFOR BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
 01-5458	DYNAMITE MED					
		I-2510	215-4572-235	VISITOR MGMT CITY ARCHIVE GIS PROJECT	000000	400.00
01-5459	MCEUEN, JOHN	ſ				
		I-610	215-4572-235	VISITOR MGMT MINER'S NIGHT OUT MUSIC VIDE	000000	500.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	PRTOTAL:	900.00
 01-1006	SD MAGAZINE					
		I-080525	215-4573-325	HIST. INTERP. 2025 RENEWAL SUBSCRIPTION	000000	29.00
01-1495	GAYLORD BROS	i.				
		I-2920980	215-4573-335	HIST. INTERP. 13 MICROFILM & NEWSPAPER BOX	000000	844.54
				DEPARTMENT 573 HP HISTORIC INTERPRETATI	- OTOTAL •	873 5 <i>1</i>
01-0553	MONTANA DAKO		215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	27.16
01-1643	WOLFF'S PLUM	IBING AND HE I-87000	215-4575-505-05	142 SHERMAN S SENIOR CENTER SEWER INSP.	000000	456.00
01-4739	WATERS HARDW	ARE-HP PAIN C-10968 /S	215-4575-525	GRANT/LOAN PA 5 STEWART PAINT	000000	131.67-
		I-10685 /S	215-4575-525	GRANT/LOAN PA 23 MCKINLEY PRIMER	000000	48.84
		I-10709 /S	215-4575-525	GRANT/LOAN PA 5 STEWART PAINT	000000	562.75
		I-10747 /S	215-4575-525	GRANT/LOAN PA 23 MCKINLEY CAULK/PAINT	000000	133.77
		I-10963 /S	215-4575-525	GRANT/LOAN PA 5 STEWART PAINT	000000	131.67
				DEDIDENTIAL FOR UP DESIGNAD COME AND TO	22.00.00.7	1 000 50
				DEPARTMENT 575 HP DEADWOOD GRANT AND LC	:	1,220.32
01-4875	KNIPPER, ANI		215 4576 620	DDODEG GERNI GOOVIEG BURNIM DUED	000000	EE 20
		I-062625	215-45/6-630	PROFES. SERV. COOKIES EVENT DVFD	000000	55.28
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	55.28
 01-5038	BRITE IDEAS	LLP				
		I-202512	215-4577-755	CAPITAL ASSET QTY 32, 8" SPEC GLOBE LIGHTS	000000	2,334.40
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	OTOTAL:	2,334.40
01-1003	VERIZON WIRE		215 4641 422	IIMII IMIDO ATMV ADOUTIVIAM/UD	000000	40.01
		1-0120/0/469	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01

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PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES. BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DE	SCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUS	INESS PRODUC						
		I-806825	215-4641-428	UTILITIES	JU	LY-AUGUST 2025 CONTRACT	000000	39.67
01-5451	PRINCIPAL L	IFE INSURANC						
		I-08/01/25-#1205242	215-4641-415	GROUP INSUR	AN EM	PLOYEE LIFE INSURANCE	000000	18.14
		I-081725-#1205242	215-4641-415	GROUP INSURA	AN EM	PLOYEE LIFE INSURANCE	000000	18.14
				DEPARTMENT	641	OFFICE HIST. PRES.	TOTAL:	115.96
				TIME.	015	VITATION IS DEPENDENT ON	moma i	F F07 70
				FUND	215	HISTORIC PRESERVATION	TOTAL:	5 , 507.70

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086		======================================			=======	
		C-10095	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	5.99-
		C-10096	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	0.00
		C-10096	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	72.74-
		C-10096	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	0.00
		C-10554	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	179.70-
		I-10060	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	64.52
		I-10093	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	214.72
		I-10208	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	410.56
		I-10247	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	133.37
i		I-10260	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	471.03
		I-10669	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	67.91
		I-10761	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	349.32
		I-8025C	216-1310	DUE FROM OTHE 57 FOREST CREDIT REIMBURSEM	ENT 000000	354.93
01-4612	JS CONSTRUC	TION, INC.				
		I-122-335	216-1310	DUE FROM OTHE 52 VAN BUREN GREENLEE	000000	10,000.00
01-5312	FAIRBAIRN, 1	NOEL				
		I-072825	216-1310	DUE FROM OTHE 57 FOREST FAIRBAIRN	000000	8,505.98
		I-082525	216-1310	DUE FROM OTHE 57 FOREST - FAIRBAIRN	000000	5,906.77
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	26,220.68
 01-1496	LAWRENCE CO	. REGISTER O				
		I-081425	216-4653-960	CLOSING CO REC FEE 388 MAIN MORRIS	000000	30.00
		I-081425-2	216-4653-960	CLOSING CO REC FEE 336 WILLIAMS REAUSA	000000 W	30.00
01-4707	WEKOLA LLC					
		I-081925	216-4653-962-03	WINDOWS GRANT 374 WILLIAMS EAGLESON WINDO	ws 000000	3,833.00
		I-082125	216-4653-962-03	WINDOWS GRANT 56 LINCOLN - THOMPSON WINDO	WS 000000	2,486.00
01-5051	SODAK TITLE					
		I-OE041925	216-4653-960	CLOSING CO O&E 58 PLEASANT WIESE	000000	120.00
01-5463	BECK, DON					
		I-1107	216-4653-962-08	FOUNDATION GR 4 HARRISON BECK FOUNDATION	000000	10,000.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	16,499.00
1				FUND 216 REVOLVING LOAN	TOTAL:	42,719.68

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-	FINANCE OFFI					
		I-08/26/2025	602-3330-812	DISTRIBUTION	VEHICLE REGISTRATION- WATER	000000	28.70
				DEPARTMENT	NON-DEPARTMENTAL T	OTAL:	28.70
01-0684	NORTHWEST PI	 IPE FITTINGS					
		I-1529236	602-4330-425	REPAIRS	UNION CPLG-MEGA-CURB-TOP/WTR	000000	727.19
01-0828	USA BLUEBOOF	Κ					
		I-INV00801744	602-4330-426	SUPPLIES	LIQ DPD1A-DPD1B LAMOTTE/WATER	000000	59.72
		I-INV00809765	602-4330-426	SUPPLIES	LIQUID DPD3 30 ML LAMOTTE/WATE	000000	32.32
01-1003	VERIZON WIRE	ELESS					
		I-6120707469	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000	40.01
		I-6120707469	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6120707469	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	000000	160.06
		I-6120707469	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000	39.70
		I-6120707469	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000	39.70
01-1171	A & B BUSINE	ESS SOLUTION					
		I-IN1289470	602-4330-424	RENTALS	CONTRACT BASE RATE/WATER	000000	83.14
01-1365	SD PUBLIC HE	EALTH LAB					
		I-10622522	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	40.00
01-1653	AUTO VALUE (CENTRAL CITY					
		I-832056523	602-4330-425	REPAIRS	(2) SUSPENSION SHOCK ABS/WATER	. 000000	129.98
01-3314	CENTURY BUSI	INESS PRODUC					
		I-806825	602-4330-426	SUPPLIES	JULY-AUGUST 2025 CONTRACT	000000	39.67
01-3977	ACE HARDWARE	E OF LEAD					
		I-043075	602-4330-426	SUPPLIES	PANEL NAIL 1"-OXIDE BIT SET/WT	000000	70.06
01-4345	ULINE						
		I-196284238	602-4330-426	SUPPLIES	VERT 3-4 DRAW FILE CAB/WATER	000000	390.06
01-4711	AMAZON CAPIT	TAL SERVICES					
		I-1DTW-6KTK-4C1X	602-4330-426	SUPPLIES	55 INCH SMART TV/PUBLIC WORKS	000000	309.99
		I-1JFK-LG7L-9WV1	602-4330-426	SUPPLIES	CALENDAR-STICKY NOTES/WATER	000000	5.85
01-4721	TOWEY DESIGN	N GROUP INC.					
		I-25-1359	602-4330-437	CAPITAL OUTLA	HWY 85 DRINK WTR EXPANSION	000000	1,778.00
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242 I-081725-#1205242	602-4330-415 602-4330-415		EMPLOYEE LIFE INSURANCE EMPLOYEE LIFE INSURANCE	000000	15.99 15.99
		T-001/22-#1202242	002-4330-413	GROUF INSUKAN	EMETOTEE TILE INSORBINCE	000000	13.99

8/29/2025 10:25 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 16

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 602 WATER FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 330 WATER BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------

01-5457 UNDERGROUND CONSTRUCTIO

I-PAYAPP#2-8/25/25 602-4330-437 CAPITAL OUTLA PAYAPP #2-HWY85 DRINK WTR PROJ 000000 388,142.41

TOTAL: DEPARTMENT 330 WATER 392,239.87 ------

FUND 602 WATER FUND TOTAL: 392,268.57

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES
DEPARTMENT: 580 HISTORIC CEMETERIES

VENDOR NAME ITEM # G/L ACCOUNT NAME

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

PAGE: 17

	BUDGET	TO	USE:	CB-CURRENT	BUDGET
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VENDOR	141 11 11	11D11	G/ E MCCOONT WHE		BESCRIFTION	OHEOIT#	11100111
 01-0213	TRUGREEN CHE					=======	=======
		I-213887239	607-4580-422	PROFESSIONAL	MT MORIAH CEMETERY	000000	0.00
01-0966	PETTY CASH-E	FINANCE OFFI					
		I-08/26/2025	607-4580-426	SUPPLIES	COFFEE SUPPLIES - MT.MORIAH	000000	19.25
01-3558	DEADWOOD HIS	STORY, INC.					
		I-32849	607-4580-426	SUPPLIES	COOP AD BH PION TRIAL JACK/MM	000000	245.00
		I-32850	607-4580-426	SUPPLIES	COOP ADS FOR SD MAG SEP-OCT/MM	000000	298.34
		I-32852	607-4580-426	SUPPLIES	COOP ADS JUN-SEP MIGHT BOW/MM	000000	880.00
01-3838	BLUEPEAK						
		I-PHONE 08/16 MM/RMP	607-4580-428	UTILITIES	TELEPHONE - ACCT 7801	000000	164.36
		I-PHONE 08/16 MM/RMP	607-4580-428	UTILITIES	TELEPHONE - ACCT 5801	000000	50.27
		I-PHONE 08/16 MM/RMP	607-4580-428	UTILITIES	TELEPHONE - ACCT 6501	000000	135.40
01-3951	MCGRATH, RHC	DNDA					
		I-08/20/25 RECEIPT	607-4580-426	SUPPLIES	(2) COFFEE FOR TICKET BOOTH/MM	000000	24.00
01-5179	TECHNOLOGY I	INC					
		I-1757	607-4580-433	IMPROVEMENTS	(3) VERKADA CAMERA SET UP/MM	000000	4,885.16
		I-1761	607-4580-422	PROFESSIONAL	EXTRA CAMERA - MT.MORIAH	000000	1,823.98
				DEPARTMENT 5	80 HISTORIC CEMETERIES T	OTAL:	8,525.76

DESCRIPTION

FUND 607 HISTORIC CEMETERIES TOTAL: 8,525.76

REGULAR DEPARTMENT PAYMENT REGISTER

DESCRIPTION

G/L ACCOUNT NAME

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM #

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

DEPARTMENT NON-DEPARTMENTAL TOTAL: 1-01003 VERIZON WIRELESS	95.00 40.01 119.10
I-6120707469 610-4360-422 PROFESSIONAL PD ORDINANCE VEHICLE/P&T 000000 I-6120707469 610-4360-422 PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T 000000 O1-1230 INTERSTATE ALL BATTERY I-1901001026954 610-4360-426 SUPPLIES (2) RAD6704 7.4V 3 1AH LION/P& 000000 O1-1653 AUTO VALUE CENTRAL CITY I-832056099 610-4360-425 REPAIRS CHG OIL-FILTER/P&T 000000 O1-3875 FMG ENGINEERING I-34706 610-4360-422 PROFESSIONAL TOPOGRAPHIC SITE SURVEY/P&T 000000 O1-4709 TRAFFIC LOGIX CORP I-SIN33373 610-4360-434 MACHINERY/EQU EVOLUTION SOLAR TRAILER/P&T 000000 O1-4711 AMAZON CAPITAL SERVICES I-16Q1-GJFN-HKD1 610-4360-426 SUPPLIES PLANTRONICS HEADSET/P&T 000000	
I-6120707469 610-4360-422 PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T 000000	
01-1230 INTERSTATE ALL BATTERY	119.10
1-1901001026954 610-4360-426 SUPPLIES (2) RAD6704 7.4V 3 1AH LION/P& 000000	
01-1653 AUTO VALUE CENTRAL CITY	
1-832056099 610-4360-425 REPAIRS CHG OIL-FILTER/P&T 000000	240.00
01-3875 FMG ENGINEERING	
I-34706 610-4360-422 PROFESSIONAL TOPOGRAPHIC SITE SURVEY/P&T 000000 01-4709 TRAFFIC LOGIX CORP	50.99
I-34706 610-4360-422 PROFESSIONAL TOPOGRAPHIC SITE SURVEY/P&T 000000 01-4709 TRAFFIC LOGIX CORP	
I-SIN33373 610-4360-434 MACHINERY/EQU EVOLUTION SOLAR TRAILER/P&T 000000 01-4711 AMAZON CAPITAL SERVICES I-16Q1-GJFN-HKD1 610-4360-426 SUPPLIES PLANTRONICS HEADSET/P&T 000000	1,720.00
I-SIN33373 610-4360-434 MACHINERY/EQU EVOLUTION SOLAR TRAILER/P&T 000000 01-4711 AMAZON CAPITAL SERVICES I-16Q1-GJFN-HKD1 610-4360-426 SUPPLIES PLANTRONICS HEADSET/P&T 000000	
01-4711 AMAZON CAPITAL SERVICES I-16Q1-GJFN-HKD1 610-4360-426 SUPPLIES PLANTRONICS HEADSET/P&T 000000	4,055.00
I-16Q1-GJFN-HKD1 610-4360-426 SUPPLIES PLANTRONICS HEADSET/P&T 000000	,
	125 50
I-1CFW-NYNW-6H33 610-4360-426 SUPPLIES PLANTRONICS HANDSET LIFTER/P&T 000000	135.79 48.74
1 10FW NINW 0H35 010 4300 420 SOFFHED FRANKONICS HANDSEF HIFTEN/IWI 000000	10.71
01-5451 PRINCIPAL LIFE INSURANC	
I-08/01/25-#1205242 610-4360-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000 I-081725-#1205242 610-4360-415 GROUP INSURAN EMPLOYEE LIFE INSURANCE 000000	17.40 17.40
1-001/25-#1205242 010-4500-415 GROOF INSURAN EMPLOTEE EFFE INSURANCE 000000	17.40
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:	6,444.43
01-0832 MACK'S AUTO BODY, LLC	
I-2025-049 610-4361-425 REPAIRS TROLLEY/CHARGER ACCIDENT 000000	6,694.80
01-0966 PETTY CASH-FINANCE OFFI	
I-08/26/2025 610-4361-426 SUPPLIES REFUND-UNUSED TROLLEY TOKENS 000000	24.00
01-1354 INLAND TRUCK PARTS & SE I-IN-1858110 610-4361-426 SUPPLIES VELVAC COMP PRES SWTCH/TROLLEY 000000	12.54
2 11 1000110 0110 1001 100 00111110 00111 1100 01110 110011 1100	12.01
01-1503 BLACK HILLS SPECIAL SER	
I-39410 610-4361-422 PROFESSIONAL JULY CLEANING/TROLLEYS 000000	2,700.00
01-1653 AUTO VALUE CENTRAL CITY	
I-832056146 610-4361-426 SUPPLIES (10) MOLY ULTRA RED EP 2/TROLL 000000	
01-3060 QUIK SIGNS	84.90
	84.90

REGULAR DEPARTMENT PAYMENT REGISTER

DESCRIPTION

PACKET: 07187 COMBINED - 8/29/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 361 TROLLEY DEPARTMENT

VENDOR NAME ITEM # G/L ACCOUNT NAME

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

BUDGET TO USE: CB-CURRENT BUDGET	BUDGET	TO	USE:	CB-CURRENT	BUDGET
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VENDOR	MINI	1151	d/ ii necodivi ivii-iii		DESCRIPTION	CHECK	71100111
======							
01-3060	QUIK SIGNS	continue	ed .				
		I-51079	610-4361-426	SUPPLIES	(2500) RACKCARDS/TROLLEY	000000	348.00
01-5369	SONTECH VEH	ICLE TECHNOL					
		I-16266	610-4361-425	REPAIRS	TROLLEY/CHARGER ACCIDENT	000000	2,325.63
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	610-4361-415	GROUP INSURAN	N EMPLOYEE LIFE INSURANCE	000000	7.46
		I-081725-#1205242	610-4361-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000	7.46
				DEPARTMENT 3	361 TROLLEY DEPARTMENT	TOTAL:	12,204.79
 01-3151	KONE CHICAG	 n					
		I-915277600 PAYAPP 2	610-4362-433	Improvements	ELEVATOR/PARKING RAMP	000000	247,500.00
01-3838	BLUEPEAK						
		I-PHONE 08/16 MM/RMP	610-4362-428	UTILITIES	TELEPHONE - ACCT 7401 RAMP	000000	181.78
		I-TELEPHONE 08/14/25	610-4362-428	UTILITIES	PARKING RAMP	000000	0.00
01-4711	AMAZON CAPI	TAL SERVICES					
		I-16Q1-GJFN-XH99	610-4362-426	SUPPLIES	BIG TALL CHAIR-HAND SANIT/R	AMP 000000	315.47
01-5451	PRINCIPAL L	IFE INSURANC					
		I-08/01/25-#1205242	610-4362-415	GROUP INSURAN	MEMPLOYEE LIFE INSURANCE	000000	4.96
		I-081725-#1205242	610-4362-415	GROUP INSURAN	N EMPLOYEE LIFE INSURANCE	000000	4.96
				DEPARTMENT 3	62 BROADWAY GARAGE	TOTAL:	248,007.17
				FUND 6	parking/transportation	TOTAL:	266,751.39
					REPORT GRAN	D TOTAL:	857 , 252.72

Proclamation

Celebrating 27 Years of Education: Recognizing September 2025 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 2025, the American Gaming Association and the Deadwood Gaming Association celebrates 27 years of highlighting responsible gaming and promote responsible gaming nationwide for employees, customers and the Deadwood community.

WHEREAS, Responsible Gaming Education Month 2025—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 Charles Struble-Mook, Mayor** of the City of Deadwood, do hereby proclaim September 2025 as Responsible Gaming Education Month. Given, this the 2nd day of September, 2025.

Charlie Struble-Mook, Mayor







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 opens doors to endless possibilities, from books and technology to lifelong learning and imagination;

NOW, THEREFORE, be it resolved that I, Mayor Charlie Struble-Mook, do hereby proclaim September 2025 as Library Card Sign-up Month in [City/County/State], and encourage all residents to sign up for a library card and explore the endless possibilities it offers.

Charlie Struble-Mook, Mayor	

Section 5 Item c.



PROCLAMATION

Honoring the Service and Retirement of Dory Hanson

WHEREAS, Dory Hanson has faithfully and tirelessly served the Deadwood community as the Executive Director of the Deadwood Chamber of Commerce for many years; and

WHEREAS, under her leadership, the Chamber of Commerce has promoted the vitality of our local businesses, strengthened tourism, and helped ensure that Deadwood remains a thriving destination that celebrates both its history and its future; and

WHEREAS, Dory has been a trusted voice for our business community, an advocate for economic development, and a dedicated partner with the City of Deadwood in hosting events, welcoming visitors, and supporting the success of residents and entrepreneurs alike; and

WHEREAS, her professionalism, warmth, and commitment to collaboration have left a lasting legacy on our community and on those who had the privilege to work alongside her; and

WHEREAS, Dory Hanson has retired at the end of August, closing an important chapter of service while leaving behind a foundation of excellence that will benefit the Chamber and the City of Deadwood for years to come;

NOW, THEREFORE, BE IT RESOLVED that I, Charlie Struble-Mook, Mayor of the City of Deadwood, on behalf of the City Commission and the citizens of Deadwood, do hereby proclaim our gratitude and appreciation to Dory Hanson for her outstanding service, leadership, and dedication to the Deadwood Chamber of Commerce and to the community she has served so well.

BE IT FURTHER RESOLVED that the City of Deadwood congratulates her on her retirement and wishes her many years of happiness, health, and fulfillment in the next chapter of her life.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Deadwood to be affixed this 2nd day of September 2025.

Charlie Struble-Mook, Mayor	

603 - 4330 - 437

Deadwood Electric

P.O. Box 665 Deadwood, SD 57732 +16059201214 jconrad937@gmail.com

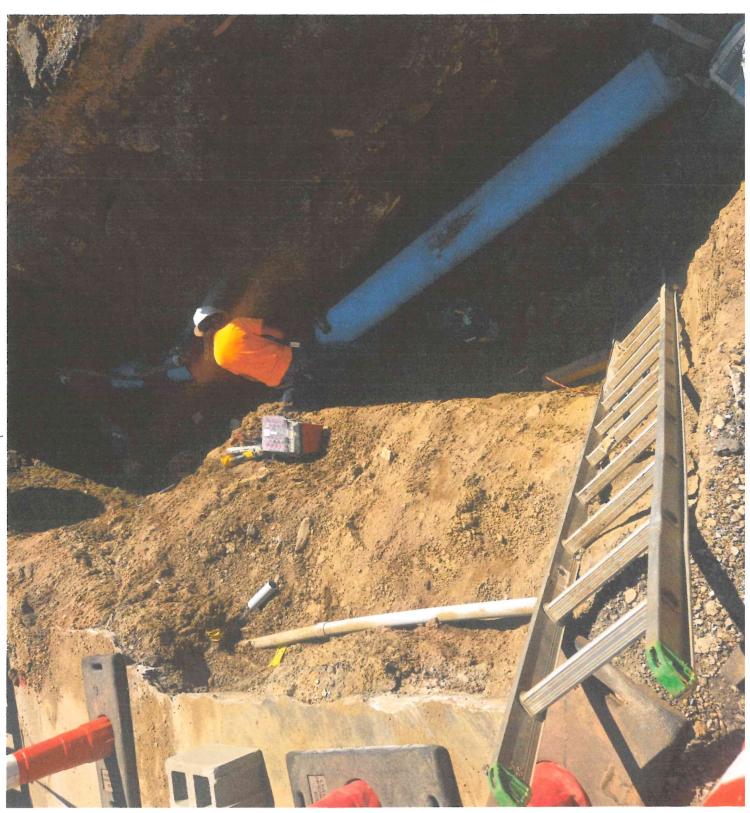
INVOICE

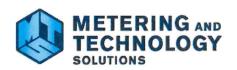
BILL TO CITY OF DEADWOOD City of Deadwood 102 Sherman St Deadwood, SD 57732 DATE 08/14/2025
DUE DATE 09/14/2025
TERMS Net 15

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT	
	MATERIAL	MATERIAL(inc	cludes sales	1	1,385.91	1,385.91T	
	LABOR	LABOR - Fix p at new waterling have enough of drive to Rapid reconnect light lights.	ne. Didn [*] t wire, had to , repull,	13	95.00	1,235.00T	
	es are Net 15. Late fo		SUBTOTAL			2,620.91	
added ii p	payment is not receiv	ea.	TAX			53.49	
We appre	eciate your business	and look forward	TOTAL			2,674.40	
choosing business	you in the future. The Deadwood Electric, proudly serving Dea ng area since 1990!	a locally-owned	BALANCE DUE		\$	2,674.40	



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	THE STREET OF STREET STREET	225	#4	Blac	rk			1.81	407	25
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Water

INVOICE

Metering And Technology Solutions P.O. Box 7411151 Chicago, IL 60674 952-242-1960 DATE: 8/21/2025 INVOICE #: INV8752

BILL TO
EMAIL INVOICES
City of Deadwood
Deadwood SD 57732
United States

SHIP TO
City of Deadwood
67 Dunlop Ave
Deadwood SD 57732
United States

SALES REP	PO #	DUE DATE	TERMS
Farrell Anderson	Verbal Steven	9/20/2025	Net 30

ITEM	DESCRIPTION	QTY	BACKORDERED	RATE	AMOUNT
M25P3/4BARE	5/8 X 3/4 M25 Plastic Bare Meter	10	0	\$63.00	\$630.00
UGHRELCDTT2 5	M25 Gallon 9 Dial HRE-LCD; 25' Twist Tight Wire	10	0	\$107.00	\$1,070.00
UGORIONME0 8TT	Orion ME Module; 8" Twist Tight; 64394-020 Wall Mount Bracket	10	0	\$189.00	\$1,890.00
Shipping	Shipping	1		\$88.04	\$88.04

\$3,678.04	SUBTOTAL
\$0.00	TAX TOTAL
\$3,678.04	TOTAL
\$0.00	AMOUNT PAID
\$3,678.04	AMOUNT DUE

1 of 1

Section 6 Item h.



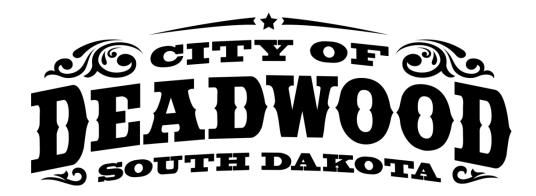
Northern Truck Equipment Corp.

P. O. Box 2435 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax: (605) 543-5219

P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax: (605) 341-8786

P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax: (701) 281-1859

"Ion out	n 80 years"	www.ntecorp.com email: kvaughn@ntecorp.com		22015	
800 300	SALES OF		RC	32915	
ITV OF DE	ADWOOD			8/28/2025	
ITY OF DE	ADWOOD		NAME	LORNIE	
	D SD			605-641-7745	
EADWOO			Fax		
VE DROPOSE	TO FURNISH THE FO	OLLOWING FOR YOUR CONSIDERATIO	N:		TERMS: Net 10th
		F.O.E	B. RAPID CITY		PRICE
DELIVERY:	To Be Determined	DESCRIPT	TION		
QUANTITY		TO LOW DLOW			\$11150.00
1	BOSS 9'2" PO	WER V-XT SNOW PLOW GHT ASSEMBLY, BLADE GUIDE	ES, SMART	LOCK CYLINDERS	
	LED HEADLIG	HI ASSEMBLY, BLADE CONTROLLE	R		
	SMART TOUC	CH II HAND HELD CONTROLLE			
		TODO FEED CAR CHA	SSIS		
	INSTALLED C	ON 2019 FORD F550 CAB CHA			
-					
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-					
		PLUS APPL	ICABLE TA	XES	
			Maa	ccept the above quotation as a firm	order, subject to confirmation from NTE
	QUOTATION FIF	RM FOR 30 DAYS	yye a	осоргано в за т	
NOI	RTHERN TRUCK	(EQUIPMENT CORP.			
	KEVIN VAUGHN		Buye	er (Name of Individu	al, Company or Political Subdivision)
BY				(Name an	d Title of Official)
TITLE	BRANCH MANA	GEN		Section 2	



Event Complex Rental and Use Agreement

Event: Lead-Deadwood Futbol Club

8/29/25-1

Date of Event: <u>0/3</u>0/25

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce 501 Main Street Deadwood, SD 57732 605-578-1876

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Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name:		
Contact Information:		
Name of Applicant: Brechelle Baco	on	
Business/Organization: Lead Dead	wood Soccer Association	
PO Box 122		
City, State Zip: Deadwood, SD 577		
Business Phone: 6053471000	Cell Phone:	
Email Address: Brechelle_14@hotn	nail.com	
Dates Event Complex requested:		
Set up Date(s): 8-29-25	Hour(s): Even	ing
	ed., Thurs., Fri., Sat. Hour(s):	
	Hour(s): Ever	
Approximate number of people who wi		
		Office use Only
I am applying to use the:	☐ Ticket Booth	Key#
(Please check property requested)	Main Grandstand Concession	Key#
	☐ Crow's Nest	Key#
	☐ Main Grandstand Restrooms	
	☐ VIP Grandstand	
	Baseball Field(s)	Key#
	Baseball Field Restrooms	Key#
	Arena and Corral Areas	
	☐ Venue Seating	
	_	
		
	Main Grandstand Restrooms VIP Grandstand Baseball Field(s) Baseball Field Restrooms Arena and Corral Areas	Key# Key# Key#

Deadwood Event Complex Rental and Use Agreement

Event l	Event Name: Lead-Deadwood Futbol Club					
Compli	Compliance with Deadwood City Ordinances:					
	review the City of Deadwood Ordinances located on the Cally of Calling (605) 578-2082.	City of Deadwood website:				
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)	2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.					
	onal contacts:					
Names	s & contact number of event representatives or sub-conti	ractors (i.e. security, refuge, etc.):				
Name:	Brechelle Bacon	Title: President/Coach				
Phone	Brechelle Bacon 605-347-1000	_ Representing: LDSA				
Name:	Jasmine McCauley	_{Title:} Registar				
Phone	Jasmine McCauley 575-499-5626	_ Representing: LDSA				
Name:	Tyler Martin	_ _{Title:} Coach				
Phone	Tyler Martin 614-852-1996	Representing: LDSA				
Name:		Title:				
Name:		Title:				
Name:		Title				

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Phone: Representing:

Deadwood Event Complex Rental and Use Agreement

Renter Type:	☐ For-Profit	Private	Non-Profit	☐ Governme	nt
(Check One)	Categories abo	ove defined in the Cor	mplex Guidelines and II	nformation Shee	t
Rental Fees:					
	Eve	ent Complex Facilities	Parking Lots Only		Baseball Fields Only
Private		\$35 / Hr.	\$25 / Hr.		\$25 / Hr.
		\$300 / Day	\$200 / Day		\$100 / Day
Non-Profit		\$30 / Hr.	\$25 / Hr.		No charge
		\$250 / Day	\$150 / Day		No charge
For Profit		\$75 / Hr.	\$65 / Hr.		\$35 / Hr.
		\$500 / Day	\$500 / Day		\$300 / Day
Government Agencie	s	No charge	No charge		No charge

Ticketed Events:

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

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

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

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	Request to Waive Complex Fees	Refundable Deposi	<u>ts</u>
Event Complex Facilities Baseball Fields Parking Lots Cleaning/Trash Removal Streaming Total Fees	\$\$ \$\$ \$\$ \$\$	Key Deposit Damage Deposit Total Deposits	\$ \$ \$0
Organization:Lead Dead Signature:	wood Futbol Club	Date: <u>8-19-25</u>	
Office Use Only:			
Date Fees Paid:	Date Deposit Paid:		
Fees Still Owed:			

Acknowledgement of Use Rules and Regulations

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 p	roperty
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
	amenities during the time of usage, including any time rented for set-up and clean-up. Any p damaged beyond normal wear and tear may be replaced or repaired at the option of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and

Initials ___

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

Initials ____

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

Initials BB

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 in a dedicated area. All trash must be bagged.

BB Initials

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

If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe	distance
outside the building(s) until such time as the Fire Department allows re-entry.	

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

Outdoor/Animal Events: (Chack Asknowledgement)

/.	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	

Initials

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Lead Deadwood Futbol Club	
Name: Brechelle Bacon	_{Title:} President
Signature:	Date: 8/19/25

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing. In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail): Lead Deadwood Futbol Club Practice/Games 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: Lead Deadwood Futbol Club Practice/Games 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

D. By signing this **RELEASE AND INDEMIFICATION 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

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer

other fault of Deadwood, its officers, its employees, or by any other cause.

acceptable to Deadwood, for the duration of the above described activities.

Initials BB

Sia	Date: 8/19/25
Na	me: Brechelle Bacon Title: President
Org	ganization: Lead Deadwood Futbol Club
eve	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly horized to bind the Special Events Holder hereto.
	Initials BB
l.	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.
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** **Initials** **BB** **Initials** **
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** **Initials** **BB** **Initials** **Initials
	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
E.	By signing this RELEASE AND INDEMIFICATION AGREEEMENT , 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.

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:
Lead Deadwood Futbol Club

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: Brechelle Bacon	Date of Birth: 03/27/1990
Address: 710 Sawyer Street Lead, SD 57754	
Signature:	_{Date:} 8/19/25

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

voluntarily assume the risks involved in participating:			
	r signatures below, on behalf of ourselves, our heirs, r nal representatives, and agents, we hereby:	next of kin, successors in interest, assigns,	
1.	Waive any claim or cause of action against and rele officers, employees, and agents for any liability for 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.	3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and		
4.	4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.		
Conse substa assura release	e read this Release and Waiver of Liability, Assumption to Medical Treatment, and fully understand its to antial rights by signing it, and have signed it freely aronce, or guarantee being made to me and indent my se of liability to the greatest extend allowed by law.	erms, understand that I have given up nd voluntarily without any inducement, signature to be complete and unconditional	
	ess:		
Signat	ture:	Date:	
Guard	lian's Name:	Date of Birth:	
Addre	ess:		
Signat	ture:	Date:	

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City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.		
Organization: Lead Deadwood Futbol Club		
Name: Brechelle Bacon	_{Title:} President	
Signature:	Date: 8/19/25	

Event Complex Parking Requirements

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 - 1. Estimated attendance including Staff, spectators, and/or participants
 - 2. Parking Lots requested and location of proposed attendants
 - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants
 - *Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

- 1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
- 2. Large map of Complex will be on display in Ticket Booth for communication.
- 3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.		
Organization: Lead Deadwood Futbol Club		
Name: Brechelle Bacon	_{Title:} President	
Signature:	Date: 8/19/25	

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

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

I have read and understand the responsibilities to an rental agreement and the use of the Deadwood Eve	·
Organization: Lead Deadwood Futbol Club	
Name: Brechelle Bacon	_{Title:} President
Signature:	Date: 8/19/25

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Lead Deadwood Futbol Club	
	Title: President
Signature:	
Dates/Times Alcohol will be served: NONE	
Business name who will be serving: Lead Deadwood Futb	ol Club

Liquor Liability Insurance

This Insurance Liability Insurance coverage is <u>required</u> if you plan to sell alcoholic beverages at your event or facilities rental.		
Name of Insurance Company:		
Agent's Name:	Policy Type:	
Phone:	Policy No.:	
Address:		
Please obtain the required insurance and mail an original insu	rance certificate to:	
City of Deadwood		
Attn: Finance Office		
102 Sherman Street		
Deadwood, SD 57732.		

General Business within the Event Complex

1.	 If you will be selling any items (tangible personal property), y South Dakota Sales Tax Licenses. For information on sales ta South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311 	x licensing contact the following:
		Initials BB
2.	 If vendors are intended to be used during an approved even vendors shall comply with Chapter 5.28 of the Deadwood Co- included within the guidelines and information packet for re- limited to designated areas (as indicated on the Event Compl unless otherwise approved by the Deadwood City Commissi understand the laws related to general business and vending 	odified Ordinances. This Ordinance is ference. In addition, vendors will be ex site plan) within the Event Complex on. As the event organizer you
3.	3. As the event organizer and the renter of the Event Complex proposed business activities (vendors or the event itself) will no concession facility and the concessionaire provided through	ot compete with products sold from the
4.	4. The user acknowledges the City of Deadwood has contracted concession spaces within the Deadwood Event Complex. The concessionaire and the concession space have been provided organizer/user of the Event Complex.	a concessionaire to operate the responsibilities in regards to the
Ora	Organization: Lead Deadwood Futbol Club	
		Title: President
Sig		Date: 8/19/25
_		

Event Complex Sign and Banner Policy

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

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

and voluntarily.		
Organization: Lead Deadwood Futbol Club		
Name: Brechelle Bacon	_{Title:} President	
Signature:	 Date: 8/19/25	

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

Public Works Department

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

Arena prep work including:

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

General Event Complex Services:

- o 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
- o 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

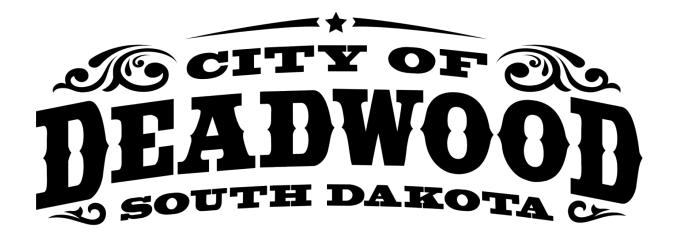
Renter/Organization Name:	Lead Deadwood Futbol Club

Requirements (If first time renter):

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

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

1) Name:City of Deadwood	Phone Number:		
City/State: DEADWOOD, SD	Event Name: Practice/GAMES		
Event Location:	Email:		
2) Name:	Phone Number:		
City/State:Lead, SD	Event Name: Practice/Games		
	Email:		
3) Name:			
City/State:LEAD, SD	_Event Name: Practice/Games		
Event Location:	Email:		
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex. RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.			
Organization: Lead Deadwood Futbol Club			
Name: Brechelle Bacon	Title: President		
Signature:	Date: 8/19/25		
Daytime Phone Number: 605-347-1000			
8/29/25- 10/30/25	Description Lead Deadwood Futbol Cl		



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 October 7, 2024

EVENT INFORMATION

☐ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street	t Fair 🗆 Triathlon	■ Other			
Event Title: Deadwood Lead 76ers Swim Team Practice					
). 			
Event Date(s): <u>S</u>	eptember 22, 20	ZO Total	Anticipated Attend	dance:	
	(month, day, year)	(# of Particina	nte	# of Spectator	rs)
	4.00				
Actual Event Hou	ırs: (from: 4:00 p.m.	A	м/РМ (to): <u>6:3</u>	υ p.m.	AM / PM
Location / Staging	g Area: <mark>Swimming I</mark>	Pool			
Set up/assembly/	/construction		Start time:		AM / PM
Please describe to	he scope of your setup / onday - Friday, Use of 3rd	assembly work (s d lane when avail	pecific details): able. will coordinat	e with Rec Cente	er manager and staff.
	,,,	<u> </u>			- manager and claim
	1 1 04 0000				
Dismantle Date: §	July 31, 2026	Comp	oletion time:		AM / PM
List any street(s)	requiring closure as a res	sult of this event.	Include street nar	ne(s), day, date	and <u>time</u> of closing
	pening:			- · · · ·	
Any req	quest involving 25 or less mo	tor vehicles will util	ize Deadwood Street	and will be barrica	aded at both
	f Deadwood Street.				
	quest involving 25-50 motor which will not require stree		ing motorcycles) will	park on the north	side of Main
	quest involving 50 or more v		d require an entire s	treet 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.					
Additio	mar security may be required	a at the discretion o	Title Event Committe	ee.	
		OPEN CO	NTAINER		
https:/	//www.cityofdeadwo	ood.com/plann	ning/page/spec	ial-event-oper	n-container-
information-and-maps					
Date:	Time	s:	Zone:		
Date:	Time	s:			
Date:	Time	s:	Zone:		
Date:	Time	s:			
Date:	Time	s:	Zone:		

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Deadwood Lead 76ers Swim Team Chief Officer of Organization (NAME): Stephenie Campbell, Misty Trewhella, Applicant (NAME): Misty Trewhella/Stephenie Campbell Business Phone: (605) Address: 360 WIlliams Street Deadwood, SD 57732 (state) (city) (zip code) Daytime phone: (605 920-1197 (Stephenie) Evening Phone: () Fax #: () Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: __ Address: (city) (state) (zip code) Contact person "on site" day of event or facility use Sarah Dirksen or John keypager/Cell #: (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 П Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Use o	of 2 la	nes Monday - Friday, Use of 3rd lane when available.
Will co	ordina	ate with Rec Center manager and staff on time and use of 3rd lane.
Waive	er of t	fees
Swim	mers	will pay for membership
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application.
		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.
		Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event.

Adopted October 7, 2024

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

	Please describe how food will be served at the event:
	If you intend to cook food in the event area, please specify the method to be used:
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
•	Canopies or Tent Locations. Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood: 10' by 10' Set up and take down
>	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles and / or Trailers.
•	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please	-	•		trol and Internal Sec	-		
Please	e describe y	-	•	our event by individu			
		he applicant's res pplicable to this e		mply with all City, Co	ounty, State and I	Federal Dis	ability Access
NO Securi	YES ity Organiz	event? If YES,	please list:	Security organizatio		_	ements for this
Securi	ty Organiz	ation Address:					
Securit	ty Director (Name):		(city)	Business phone:	(state)	(zip code) 641-4549
NO	YES	to ensure the sa	fety of the partici	e state how the even ipants and spectator	rs:		
Plea	Numl	erAm	bulance(s) – How	for providing First A lprovided?			
prop bein whice	perty locating sought a	ed in or stored in nd that DEADWOC	or upon DEADWo DD shall not be re- reason with regar uant to approval o	that it shall be sole OOD's property purs sponsible for any dan d to personal property for whowledge acceptance	suant to the acti mage or loss to o rty owned by API nich approval is b	vity for when of APPLIC PLICANT storing sough	ich approval is ANT's property ored or located
DEA	DWOOD n n APPLICAI	night have to pay t	to any person as a property pursua	s and indemnify DEA a result of property on to approval of the wledge acceptance w	damage, persona activity for whicl	l injury or o	death resulting

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES				
I	YES	Are there any musical entertainment features related to your event or facilities rental? If YE please state the number of bands and type of music.				
lumb	er of Stag	es: Number of Bands:				
уре с	of Music: _					
		Will sound amplification be used? If YES , please indicate: Start Time:AM / PM – Finish Time:AM / PM				
		Will sound check be conducted prior to the event? If YES , please indicate: Start Time:AM / PM – Finish Time:AM / PM Please describe the sound equipment that will be used for your event:				
		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application. Are any signs, banners decorations or special lighting be used? If YES , please describe:				
		PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION				
0	YES	Will this event be promoted, advertised or marketed in any manner? If YES , please describe:				
0	YES	Will there be any live media coverage during your event? If YES , please explain:				
tefer a	all event p	ublic inquiries and / or media inquiries for this event to: PHONE:				

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance C	Company:				
Agent's Name:					
Business Phone: ()	Policy Number: _		Policy Type:	
Address:					
			(city)	(state)	(zip code)
For final permit ap	proval, you	will need commercial ge	eneral liability	insurance that nam	nes "the City of
Deadwood, its office	rs, employee	s and agents" as an additio	nal insured. In	surance coverage mu	st be maintained
for the duration of t	the event. To	determine the amount o	of insurance co	overage necessary, pl	ease contact the
Finance Office at (60)5) 578-2600	– Fax # (605) 578-2084.			
The City must be no	amed as an "	additional insured." Pleas	e obtain the r	equired insurance an	d mail an original
insurance certificate	to: City of D	eadwood, Finance Office,	102 Sherman	Street, Deadwood, S	<u>iD 57732</u> .
		AFFIDAVIT OF	V DDI IC V VI.		
		AFFIDAVII OF	APPLICAIN	•	
Advance Cancellation	on Notice Re	equired: If this event is ca	ancelled, notif	y the Deadwood Pol	ice Department.
Otherwise, City pers	onnel and eq	uipment may be needless	ly dispatched.		
I certify that the info	ormation in t	he foregoing application is	true and corr	ect to the best of my	y 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 u	understand th	nat this application is made	e subject to th	e rules and regulation	ns established by
the City Commission	າ of Deadwoo	od. I agree to abide by the	ese rules and f	further certify that I,	on behalf of the
organization, am als	o authorized	to commit that organization	on, and theref	ore agree to be financ	cially responsible
for any cost and fees	s that may be	incurred by or on behalf o	of the Event to	the City of Deadwoo	d.
	Ctan	hania Camphall/Matr	Trowbolls	. Procident/Tra	o o uro
Name of Applicant (I	rkint): oteb	henie Campbell/MIsty	Tiewnena Ti	tie: riesideiil/iie	;asuit

Digitally signed by Stephenie Campbell Date: 2025.08.15 16:09:40 -06'00'

_____ Date: ____

Adopted October 7, 2024

Stephenie Campbell

(Signature of Applicant/Sponsoring Organization)

BID BOOKLET AND SPECIFICATIONS FOR

STREETS DEPARTMENT METAL ROOF REPLACMENT



City of Deadwood

Deadwood, SD

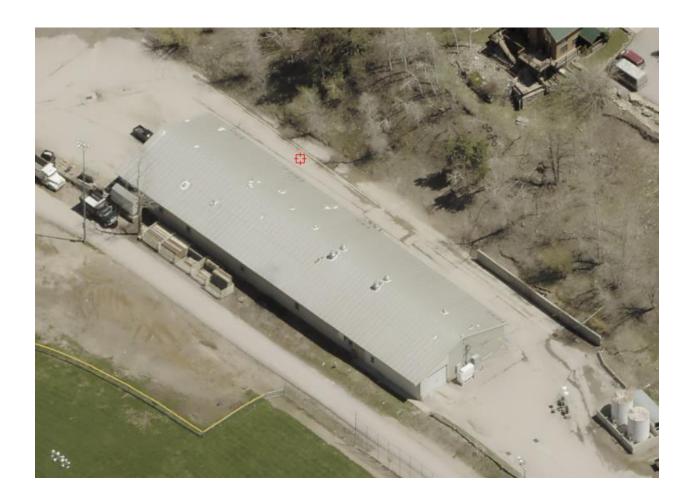
July 2025

RFP 2025 - 04

BID BOOKLET AND SPECIFICATIONS FOR

Streets Department Metal Roof Replacement

Location: City of Deadwood Streets Department 67 Dunlop Avenue



Bid Opening Date: August 14, 2025, at 2:00 p.m.

Owner: City of Deadwood

102 Sherman Street Deadwood SD 57732 605-578-2600 EXT 5

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NOTICE TO BIDDERS STREETS DEPARTMENT METAL ROOF REPLACEMENT

NOTICE IS HEREBY GIVEN that the City of Deadwood, South Dakota will open bids in the Commission Room of City Hall at 102 Sherman Street and on the following: Streets Department Metal Roof Replacement – August 14,2025 at 2:00 pm.

In accordance with South Dakota law, each bid shall be accompanied by a bid bond in the amount of ten percent (10%) of the bid, or a cashier's check or money order in the amount of five percent (5%) of the bid.

Sealed bids must be submitted upon the printed bid form and sealed with the items being bid clearly indicated on the outside for each project.

The City of Deadwood reserves the right to accept or reject any or all bids and/or waive any irregularities therein.

INSTRUCTIONS TO BIDDERS

Sealed bids will be received at the Finance Office of City Hall, 108 Sherman Street, Deadwood South Dakota 57732 until 2:00 p.m. local time on the 14th day of August 2025.

Copies of the proposed contract and bidding documents are available at the City of Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, and are available upon request.

Each bid shall be accompanied by a bid bond in the amount of ten percent (10%) of the bid, or a cashier's check or money order in the amount of five percent (5%) of the bid.

<u>Sealed Bids</u>. Each bid shall be legibly written or printed in ink on the form provided. No alterations in bids or in the printed forms by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder. No alteration in any bid, or in the form in which it is submitted, shall be made after the bid as been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted. Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the City of Deadwood, South Dakota, identified on the outside with the words "Bid for Streets Department Metal Roof Replacement" and filed at the Finance Office. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

If a Bidder uses a substitute Bid Form, the formatting and required information must be the same as the form provided. The City of Deadwood may reject any bid that does not conform to these instructions and the Specifications.

Each bidder shall sign the Bid Form using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant and each shall indicate whether the participant is doing business as an individual, partnership or corporation. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "president", "secretary", "agent", or other designation without disclosing their principal may be held to be the bid of the individual signing. When requested by the City of Deadwood, evidence of the authority signing shall be furnished.

<u>Withdrawal of Bid.</u> No bidder may withdraw their bid for thirty (30) days after the date and hour set for the opening. A bidder may withdraw their bid any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid Form.

Acceptance and Rejection of Bids. The City of Deadwood reserves the right to accept the bid which, in its judgement, is the lowest and best bid, to reject any or all bids, and to waive irregularities in any bid. Bids received after the specified time of closing will be returned unopened.

Qualifications of a Responsible and Responsive Bidder. The City of Deadwood may make such investigations as it deems necessary to determine the ability of the bidder and all subcontractors to perform the work. The bidder shall furnish the City of Deadwood all such information and data for this purpose as the City of Deadwood may request. The City of Deadwood reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City of Deadwood that such bidder is properly qualified to carry out the obligations of the contract and to complete the work.

<u>Submittal of References.</u> The roofing system shall be applied only by a licensed roofing company. The Contractor shall provide a submittal of three (3) professional references showing prior experience in completing similar work along with the bid. Bids will not be accepted without review and approval of references.

Interpretation of Contract Documents. If any person who contemplates submitting a bid is in doubts to the true meaning of any part of the specification, or other proposed contract documents, they may submit to the Public Works Department a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum, and a copy of each addendum will be provided to others who obtain the bid documents. The City of Deadwood will not be responsible for any other explanations or interpretations of the proposed contract documents.

Local Conditions Affecting Work. Each bidder shall visit the site of the work and shall completely inform themselves relative to hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect performance and completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

<u>Performance Bond and Payment Bond.</u> A performance bond and payment bond in the amount of one-hundred percent (100%) of the contract will be required and must be made

out to the City of Deadwood. Such bonds must be valid until the project is complete and accepted by the City of Deadwood.

Warranty Process.

Contractor shall provide a Manufacture's 30-year warranty on paint finish of metal roof, and a 10-year installation warranty.

<u>Preliminary Site Inspection.</u> The Public Works Director will be available to accompany any prospective bidder to the work site to point out the proposed areas of construction and to answer questions which the prospective bidder may have concerning the project.

ADDITIONAL REQUIREMENTS

<u>Materials and Equipment.</u> The Contractor shall provide all materials and equipment unless otherwise specified in these documents.

<u>Contractor's License.</u> All contractors and subcontractors must obtain a city contractor's license from the City of Deadwood prior to beginning work. This license can be obtained at the South Wing of City Hall located at 108 Sherman Street, Deadwood, South Dakota.

Insurance. The Contractor shall secure and maintain throughout the duration of this contract insurance of such types in such amounts as may be necessary to protect themselves and the interests of the City of Deadwood against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City of Deadwood. Regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve them of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with their submittal of contract documents for execution by the City of Deadwood. The certificates shall state that thirty (30) days written notice will be given to the City of Deadwood before any policy covered thereby is changed or canceled.

<u>Defense of Suits.</u> In case any action in court is brought against the City of Deadwood, or any officer or agent of the City of Deadwood, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters or things by this contract undertaken; or for injury or damage caused by the Contractor or their agents or their subcontractors or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers; the Contractor shall indemnify and hold harmless the City of Deadwoood and its officer and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Worker's Compensation and Employer Liability. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law, including claims insured by usual personal injury liability coverage. This policy shall include an "all state" endorsement. The liability limits shall not be less than:

Employer's Liability \$1,000,000 each person

Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, nonowned, or hired. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the owner or others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. The policy shall also include the following: (1) an "all states" endorsement, (2) protection against claims insured by usual personal injury liability, (3) completed operations coverage to terminate no sooner than the guarantee period, and (4) a "protective liability" or "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under the foregoing paragraph DEFENSE OF SUITS. It is encouraged that the contractor/bidder have the recommended coverage, and contractors that meet the recommended coverage will be contacted first. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

BID FORM

Streets Department Metal Roof Replacement City of Deadwood Deadwood, South Dakota

To: City Finance Officer		
City Hall	Date	
Deadwood SD 57732		
The undersigned, being famili	iar with the local condition:	s affecting the work, and the
Contract Documents, includir	ng the Advertisement for Bi	ds, Instructions to Bidders, Bid
Forms, Bid Bond Form, Instruc	ctions for Executing Contra	ct, Form of Construction Contract,
Form of Performance and Pay	ment Bond, Acknowledgm	ent of Surety, Special Conditions,
Technical Specifications, and	Addenda which govern the	purchase of material and labor
and the awarding of contracts		
• •		d in this Bid Form for materials,
• •	•	the Streets Department Metal Roof
	ded for in the Specification	s for the City of Deadwood, South
Dakota.		
TOTAL BASE BID \$		
\$		
(Write Base Bid in words and	figures)	
Addendums Acknowledged		
Signed		_
Name Printed or Typed		
Company		

	Item Description	Quantity	Unit Cost	<u>Total</u>
1	Remove and Dispose of Existing Roof System, Flashing, Damaged Vents, Gutters and Downspouts	1		
2	Furnish and Install Sheeting, Felt, Ice & Water Barriers, Flashings and Terminations (Caulk All Joints)	1		
3	Furnish and Install 24-Gauge Standing Seam Metal Roofin System. Black in color	g 1		
4	Furnish and Install Roof Vents/Cupolas (4) Two functional Two non-functional. All to be 3' X 6"	1		
5	Furnish and Install Gutters and Downspouts. Aluminum 6 " gutters, 4" x 5" downspouts	1		
6	Furnish and Install 10 rolls of replacement Insulation	1		
		TOTAL BAS	E BID	

Bid Alternate 1

1 Furnish and install 24-gauge Pro Seam without sheeting, Felt, Ice and Water Barriers. Add – Deduct.

TOTAL BASE BID

The above price shall include all labor, materials, baling, shoring, removal, profit, insurance, etc., to cover the finished work.

The City also reserves the unrestricted privilege to reject any unit prices for additions to, or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair and reasonable.

The above bid includes State Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bid.

Within ten (10) days after Contractor's receipt of the Contract Document, the Contractor shall submit to the Public Works Office: a Performance and Payment Bond, Certificates of Insurance, copies of all applicable licenses and an Affirmative Action Plan (if applicable). The Contractor shall then schedule a Preconstruction Meeting with the City of Deadwood.

Overall Completion Date: December 31, 2025

(Strike out one).		
business in the State of Sou	uth Dakota, in the amount of \$).
\$) or a (10% bid bond issued by a surety authorized to do	•
the base bid and all add alt	ernates, and drawn on a State or National Bank in the ame	ount of
Accompanying this propos	al is a (cashier's check or money order in the amount of 5 ^o	% of

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids and to waive all informalities. It is further understood by the bidder that he/she may not withdraw his/her Bid within thirty (30) days after the actual opening thereof.

BIDDER
(Company)
FEDERAL TAX I.D. NO
BY
Name of Authorized Agent, typed or printed
(Agent's Title)
OFFICIAL BUSINESS ADDRESS
PHONE NUMBER
EMAIL CONTACT
STATE OF INCORPORATION

BID BOND

KNOW	ALL	MEN	BY	THESE	PRESENTS,	that	we,	the	undersigned
				,	as	Princi	pal,	ar	nd
			,	as Surety,	are hereby hel	d and fii	mly bo	ound ur	nto the CITY OF
which, v	vell and	d truly to	be m	iade, we h					r the payment of elves, our heirs,
	ŕ		·		, 20_				

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF DEADWOOD a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Streets Department Metal Roof Replacement.

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto

forth above.		
		(LS)
SEAL	Principal	
0 2 / 1 2	Surety	
	By:	

affixed and these presents to be signed by their proper officer, the day and year first set

CONTRACT

This CONTRACT is made and entered into this	day of,
, by and between	(hereinafter "Contractor"),
and the CITY OF DEADWOOD, a municipal corpora	tion and political subdivision of the
State of South Dakota, 102 Sherman Street, Deadw	ood, South Dakota 57732 (hereinafter
"Deadwood").	

For the consideration set forth herein, the parties agree as follows:

Award. City shall pay Contractor the price and amount set forth in Contractor's bid upon performance and completion of the Services by Contractor and acceptance by Deadwood.

Indemnification and Hold Harmless. Contractor agrees to indemnify and hold Deadwood and its officers, agents, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of Services. However, this section does not require Contractor to be responsible for or to defend against claims or damages arising solely from errors or omissions of Deadwood or its officers, agents, or employees.

Insurance. Worker's Compensation and Employer Liability. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law, including claims insured by usual personal injury liability coverage. This policy shall include an "all state" endorsement. The liability limits shall not be less than:

Employer's Liability \$1,000,000 each person

Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, nonowned, or hired. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the owner or others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. The policy shall also include the following: (1) an "all states" endorsement, (2) protection against claims insured by usual personal injury liability, (3) completed operations coverage to terminate no sooner than the guarantee period, and (4) a "protective liability" or "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under the foregoing paragraph DEFENSE OF SUITS. It is encouraged that the contractor/bidder have the recommended coverage, and contractors that meet the recommended coverage will be contacted first. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

Contractor shall provide certificates of insurance for the required insurance to Deadwood. The required insurance shall not be cancelled without at least 30 days' prior written notice to Deadwood.

Performance and Payment Bond. The Contractor shall, before commencing the work, furnish surety satisfactory to the Owner and on the form provided by the Owner, in amount not less than the contract price, for the faithful performance of the contract, with the additional obligation that such Contractor shall promptly pay all persons supplying him/her labor or material in the prosecution of the work provided for in the Contract. Such performance and payment bond shall be furnished to the Owner or his/her authorized agent within ten (10) days after the date of the award. (Failure on the part of the bidder to furnish such bond in the time stated shall be cause for consideration by the City of awarding the Contract to the second low responsible and responsive bidder and the retention of the bid deposit.)

In case of a partnership contract, each partner must sign the bond, (see Sealed Documents, 40 Am. Jur., P. 239, Par. 154, as amended).

Termination. In the event any of the provisions of this Contract are violated by the Contractor or any of their subcontractors, Deadwood may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice will contain the reasons for Deadwood's intention to terminate. Upon such notice, Contractor will have ten (10) days to correct the violation. If corrections to the satisfaction of Deadwood are not made within ten (10) days, this Contract shall terminate. In the event of any such termination, the Owner shall immediately serve Notice of Termination upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract. If the Surety does not commence performance thereof within five (5) days from the date of the mailing of Notice of Termination, the Owner may take over the work and perform the same to completion by contract or force account at the expense of the Contractor. In such event the Owner may also take possession of and utilize the materials, appliances, and plant as may be 16 on the site of the work and necessary therefor in completing the work. The Contractor and his/her surety shall be liable to the Owner for any and all excess cost as a result of Contractor's violation.

Responsibility for Work (Warranty). Neither the final certificates, nor payment, nor any provision in the contract documents, shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he/she shall remedy any defects due therto and any for any damage to other work resulting from, which shall appear within a period of two (2) years from the date of final acceptance by Deadwood City Commission. The Owner shall give notice of observed defects with reasonable promptness.

In addition, Contractor shall provide a Manufacture's 30-year warranty on paint finish of metal roof, and a 10-year installation warranty.

Notices. All written correspondence and notices pertaining to this Contract shall be provided by certified mail, return receipt to the addresses above.

Amendment. Any amendment to or modification of this Contract is binding only if set forth in a writing signed by both Parties.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action pertaining to or affecting this Contract shall be venued in the Fourth Judicial Circuit, Lawrence County, South Dakota.

Complete Agreement. This Contract constitutes a written memorandum of the entire understanding and agreement between the parties and supersedes all prior understandings, negotiation, or agreements between them, whether written or verbal, with respect to the subject matter hereof.

Compliance Provision. Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Contract, and will be solely responsible for obtaining current information on such requirements.

Independent Contractor. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of Deadwood.

Binding. This Contract shall be binding on the assigns and successors of the parties.

Assignment. This Contract may not be assigned by Contractor.

	CITY OF DEADWOOD
(Seal)	Alea Strubble, Mayor
Attest:	
Jessicca McKeown, Finance Officer	
State of South Dakota)) ss. County of Lawrence)	
appeared David Ruth and Jessicca McKeo	before me, the undersigned officer, personally wn, known to me or satisfactorily proven to be trument, and acknowledged that they executed d for the purposes therein contained.
In Witness Whereof, I have set my hand an	d official seal.
(Seal)	
	Notary Public

My	Commission	Expires:	

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SPECIAL CONDITIONS

SC-1 TEMPORARY BUILDINGS

The Contractor shall, at his expense, furnish all temporary buildings during the construction period.

- (a) Temporary Toilet:
- 1. The Contractor may provide and maintain a sanitary, commercially manufactured, self-contained, temporary toilet, which shall comply with the South Dakota DENR. The location of the temporary toilet shall be approved by the Owner.
- 2. The temporary toilets shall be enclosed and weatherproofed and kept in a sanitary condition at all times.
- (b) Storage Buildings: The Contractor may construct or bring on the site, such trailers or storage buildings as necessary to protect materials, tools or equipment for use on the project. Such buildings shall meet with the approval of the Owner and shall be removed from the site upon completion of the work of the respective contractors.
- <u>SC-2 UTILITIES</u> The Contractor will provide all electrical energy for power and lighting on this project, as the Contractor deems necessary. The OWNER will also allow use of the Streets Building outlets at agreed upon locations.

SC-3 DELIVERY AND PROTECTION OF MATERIALS

- (a) Deliver all materials in their original packages, containers, crates and bundles bearing the name of the manufacturer and the brand. Except as otherwise specified herein, the mixing, installation and application of materials shall be in strict accordance with the printed directions of the manufacturer and supplier.
- (b) Store materials other than fabricated and/or assembled equipment off the ground, under cover from dampness, and protected from blowing snow and rain. Exercise care in handling units to avoid chipping, abrasion and breakage. Locate storage piles, stacks, or bins to protect materials from damage, rust, contamination and avoid being disturbed.
- <u>SC-4 TEMPORARY ENCLOSURES</u> No temporary enclosures are anticipated to be needed on job. Temporary enclosures are subject to approval of the Owner.

SC-5 ENGINEERING AND LAYOUT

The Owner will enable the Contractor to proceed with the work.

SC-6 CLEAN-UP

The site shall be kept in a tidy condition by all contractors to the satisfaction of the Owner at all times during the work and all rubbish shall be removed from the premises. Each contractor shall be required to clean up all rubbish debris, and dirt, which his/her work has caused. At its option, the City may notify the Contractor of an unacceptable job site, give them a warning, and if not corrected, the City shall remove all rubbish and debris. In this circumstance the Contractor will be charged. At his/her option, the Owner may withhold any or all payments to be made until all rubbish and debris has been removed. No burning will be permitted on the premises.

SC-7 TIME OF WORK

- (a) All contractors shall note the section of the General Provisions, CONTRACTS; the section, PERFORMANCE AND PAYMENT BOND; and the section, INSURANCE, and shall adhere to the requirements thereof.
- 1. Within the (10) days after contractor's receipt of the Construction Contract Document, the Contractor shall submit to the Owner, Performance and Payment Bond and Certificates of Insurance and a Construction Schedule.
- 2. Work shall be commenced within ten (10) consecutive calendar days after written Notice to Proceed by the Owner, and shall be completed as noted in the Contract. See the General Provision on LIQUIDATED DAMAGES.
- (b) Contract work shall be limited to weekdays and Saturdays, 6:00 AM to 8:00 PM, Monday Saturday. Night work is prohibited unless approved in advance by the Owner.
- (c) Occupancy: It shall be noted that the site will be occupied during the period of construction. The Contractor shall take all necessary precautions to protect occupants, and the public, fixtures, equipment and storage from construction hazards, dust and debris. Scheduling of work in occupied areas shall be coordinated with the City. At least 48 hours' notice shall be given prior to the desired time for working in public right-of way areas. No work shall be done in public right-of-way areas without the consent of the City.
- (d) The Contractor shall protect all newly installed concrete from unwanted marks and defacing until properly set. Bicycle tracks, foot tracks, scribing, etc. in uncured concrete will not be tolerated.

SC-8 CONSTRUCTION PROGRESS SCHEDULES

Contractor shall submit to the Public Works Director his/her proposed schedule, which shall show the project completed within the time frame established in the contract.

SC-9 PAINTING

Paint all PVC vents copper to match trim.

<u>SC-10 OPERATION AND MAINTENANCE MANUALS</u> Contractor shall supply operation and maintenance manuals as per plan notes.

SC-11 OBSTACLES IN THE RIGHT-OF-WAY

Any damages or destruction not approved by the Owner shall be repaired or replaced by Contractor to the satisfaction of the Owner.

<u>SC-12 TRESPASSING OUTSIDE OF RIGHT-OF-WAY</u> Permission must be obtained from the property owner if equipment utilizes or crosses on ground outside the easement area. Any damages to property outside of the right-ofway must be repaired or replaced to the satisfaction of the property owner prior to final payment to the contractor by the City.

SC-13 BACKFILL MATERIALS

Not Applicable.

<u>SC-14 DISPOSAL AREA</u> The City will provide a disposal area at the City of Deadwood Streets building.

TECHNICAL SPECIFICIATIONS

TECHNICAL SPECIFICATIONS

Scope

To remove and dispose of existing 24-gauge metal roof, shingles, rain gutters, downspouts, flashings, vents, and insulation and replace with new.

Quality Assurance

This roofing system shall be applied only by a licensed roofing company. The Contractor shall provide a minimum of three (3) professional references to be reviewed.

The following documents shall be submitted by the Contractor for review prior to beginning work:

• Manufacturer Spec Sheets

- Black and copper color samples for 24-guage metal, gutters and trim.
- Materials Certifications (If Applicable)

Upon completion of the installation by the Applicator and certification that all work has been done in strict accordance with the contract specifications and manufacture's requirements, a Manufacture's Technical Service Representative will review the installed roof system prior to warranty being issued.

Steel

24-gauge metal standing seam. Black and copper colors chosen.

Flashing

Equivalent to existing flashing. Sealant/caulking material shall be placed along all joints. Sealant shall match color of flashing.

Gutters and Downspouts

Gutters to be 6-inch aluminum and Downspouts will be 4-inch x 5-inch.

Roofing Underlayment

Install sheeting, synthetic felt, and ice and water shiels to local code

Roof System Installation

- 1. Remove the existing metal roof system and flashings and properly dispose of all debris in designated area (also magnetize area).
- 2. Remove and dispose of existing gutters and downspouts.
- 3. Remove and dispose of any damaged vents and/or vent covers.
- 4. Remove damaged insulation (up to 10 rolls).
- 5. Apply all necessary sheeting, felt, ice and water barriers, flashings, and terminations to complete the roofing system. Caulk all joints.
- 6. Furnish and Install 24-Gauge Standing Seam Metal Roofing System.
- 7. Furnish and replace damaged roof vents and/or covers.
- 8. Furnish and install new gutters and downspouts.

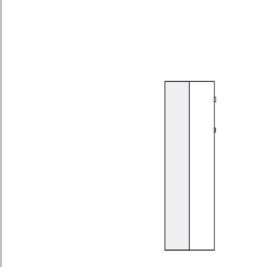
- 9. Furnish and install up to 10 rolls of insulation.
- 10. Provide a Manufacturer's 30-year warranty on paint finish of metal roof.
- 11. Provide a 10-year installation warranty.

Incidental Work

This work shall include all miscellaneous items not included under bid items, but which must be performed in order to properly complete the contract. This work shall be performed in an approved and professional manner at such times as to properly facilitate the whole of the work as directed by the Owner and shall be incidental to the cost of the project.



62 1/2 Dunlap Ave, Deadwood, SD 57732



In this 3D model, facets appear as semi-transparent to reveal overhangs.

PREPARED FOR Contact: Kevin Kuchenbecker Company: Address: Phone:

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MEASUREMENTS

Total Roof Area =15,166 sq ft
Total Roof Facets =4
Predominant Pitch =4/12
Number of Stories <=1
Total Ridges/Hips =220 ft
Total Valleys =0 ft
Total Rakes =150 ft
Total Eaves =452 ft
Estimated Attic=14,389 sq ft
Total Penetrations =45
Total Penetrations Perimeter = 208 ft
Total Penetrations Area = 95 sq ft

Measurements provided by www.eagleview.com

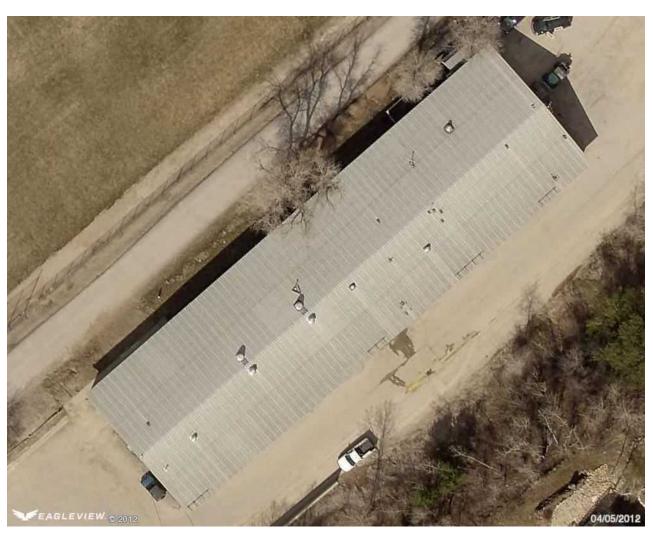


62 1/2 Dunlap Ave, Deadwood, SD 57732

IMAGES

The following aerial images show different angles of this structure for your reference.

Top View



62 1/2 Dunlap Ave, Deadwood, SD 57732

IMAGES

North Side



South Side



62 1/2 Dunlap Ave, Deadwood, SD 57732

IMAGES





West Side







62 1/2 Dunlap Ave, Deadwood, SD 57732

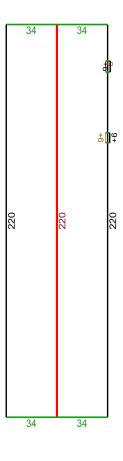
LENGTH DIAGRAM

Total Line Lengths:

Ridges = 220 ft Hips = 0 ft Valleys = 0 ft

Rakes = 150 ftEaves = 452 ft Flashing = 12 ft Step flashing = 0 ft

Parapets = 0 ft



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Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).



62 1/2 Dunlap Ave, Deadwood, SD 57732

PITCH DIAGRAM

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 4/12



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Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater. Gray shading indicates flat, 1/12 or 2/12 pitches.





62 1/2 Dunlap Ave, Deadwood, SD 57732

AREA DIAGRAM

Total Area = 15,166 sq ft, with 4 facets.





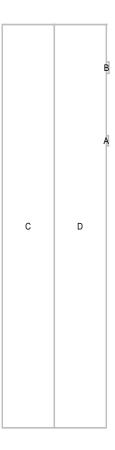
Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).



62 1/2 Dunlap Ave, Deadwood, SD 57732

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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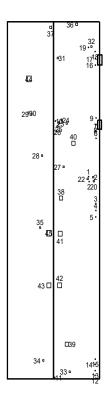
62 1/2 Dunlap Ave, Deadwood, SD 57732

PENETRATIONS NOTES DIAGRAM

Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 45 Total Penetrations Perimeter = 208 ft

Total Penetrations Area = 95 sq ft Total Roof Area Less Penetrations = 15,071 sq ft



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Premiun Section 7 Item a.
//12/2025

Report: 66358781

62 1/2 Dunlap Ave, Deadwood, SD 57732

REPORT SUMMARY

All Structures

Areas per Pitch		
Roof Pitches	2/12	4/12
Area (sq ft)	34.6	15130.6
% of Roof	0.2%	99.8%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Structure Complexity							
Simple	Normal	Complex					

Waste Calculation NOTE: This waste calculation table is for asphalt shingle roofing applications. All values in table below only include roof areas of 3/12 pitch or greater. For total measurements of all pitches, please refer to the Lengths, Areas, and Pitches section below.											
Waste %	0%	1%	3%	5%	8%	13%	18%	23%	28%		
Area (Sq ft)	15131	15283	15585	15888	16342	17099	17855	18612	19368		
Squares *	151.33	153.00	156.00	159.00	163.66	171.00	178.66	186.33	194.00		
Measured Suggested											

^{*} Squares are rounded up to the 1/3 of a square

Additional materials needed for ridge, hip, and starter lengths are not included in the above table. The provided suggested waste factor is intended to serve as a guide—actual waste percentages may differ based upon several variables that EagleView does not control. These waste factor variables include, but are not limited to, individual installation techniques, crew experiences, asphalt shingle material subtleties, and potential salvage from the site. Individual results may vary from the suggested waste factor that EagleView has provided. The suggested waste is not to replace or substitute for experience or judgment as to any given replacement or repair work.

Penetrations	1-19	20-35	36-37	38-40	41-43	44-45		
Area (sq ft)	0.2	1	2.2	6.3	9	12.3		
Perimeter (ft)	2	4	6	10	12	14		

Any measured penetration smaller than 3.0x3.0 Feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

62 1/2 Dunlap Ave, Deadwood, SD 57732

All Structures Totals



Total Roof Facets = 4 Total Penetrations = 45

Lengths, Areas and Pitches

Ridges = 220 ft (1 Ridges)

Hips = 0 ft (0 Hips).

Valleys = 0 ft (0 Valleys)

Rakes[†] = 150 ft (8 Rakes)

Eaves/Starter[‡] = 452 ft (4 Eaves)

Drip Edge (Eaves + Rakes) = 602 ft (12 Lengths)

Parapet Walls = 0 (0 Lengths).

Flashing = 12 ft (2 Lengths)

Step flashing = 0 ft (0 Lengths)

Total Penetrations Area = 95 sq ft

Total Roof Area Less Penetrations = 15,071 sq ft

Total Penetrations Perimeter = 208 ft

Predominant Pitch = 4/12

Total Area (All Pitches) = 15,166 sq ft

Property Location

Longitude = -103.7173567 Latitude = 44.3837217

Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

Online Maps

Online map of property

http://maps.google.com/maps?f=g&source=s q&hl=en&geocode=&q=62+1/2+Dunlap+Ave,Deadwood,SD,57732

Directions from Two Bit Originals to this property

 $\frac{\text{http://maps.google.com/maps?f=d\&source=s}}{\text{d\&saddr=20970+Noble+Grand+Loop,Sturgis,SD,57785\&daddr=62+1/2+Dunlap+Ave,D}}{\text{eadwood,SD,57732}}$

[†] Rakes are defined as roof edges that are sloped (not level).

[‡] Eaves are defined as roof edges that are not sloped and level.





Legal Notice and Disclaimer

7/12/2025

Report: 66358781

62 1/2 Dunlap Ave, Deadwood, SD 57732

IMPORTANT LEGAL NOTICE AND DISCLAIMER

Notice and Disclaimer

No Warranty: The Copyrighted Materials are provided to you "as is," and you agree to use it at your own risk.

EagleView Technologies makes no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Copyrighted Materials.

Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.



BID TAB								
14-Aug-25								
Streets Dept. Metal Roof Replacement								
				BID BOND or				
<u>Bidder</u>	 Base Bid		ALT #1	CHECK	_			
Full Curl Roofing	\$ 232,514.00		153,987.00	X				
CE Construction	\$ 262,117.46		200,940.49	Х				
Triton Commercial Roofing & Waterproofing	\$ 168,500.00	NA		Х	bid form o	mitted		
Atlas Exteriors	\$ 162,000.00	\$	125,000.00	X				
Weather Tite Exteriors LLC	\$ 270,610.89	\$	124,731.73	X	Gutter and	Cupolas no	included	
Ponderosa Builders	\$ 125,815.00	\$	85,979.65	X				
RainTite Roofing	\$ 181,676.72	\$	160,254.53	X				
Built Right Roofing & Construction	\$ 328,969.30	\$	175,662.10	X				
Twin City Roofing	\$ 332,142.00	\$	231,395.00	Х				
American Contracting & Consulting	\$ 282,849.00	\$	155,800.00	X				
Staff Present:								
Jessicca McKeown								
Lornie Stalder								
Randy Adler								
Also Present:								
Cole Kuchenbecker - Full Curl Roofing								
Dan Mayer - Weather Tite								
Troy Mopes - CE Construction								
CE Construction								
Sam Webb - Rain Tite								

	(QUOTE TAB										
August 26, 2025, 2pm (via email only) 114 McGovern Hill Retaining Wall												
Engineer Estimate	Ş	70,000.00										
<u>Bidder</u>		Base Bid	BID BOND	Add 1,2,3								
RCS Construction	\$	67,000.00	n/a	x								
Ponderosa Builders	\$	85,592.00	n/a	х								
Complete Concrete	\$	53,385.00	n/a	Х								
C. Eagle Construction	\$	93,700.00	n/a	Х								
Sylvan Works, LLC	\$	19,000.00	n/a	Х								
Email Quotes only. Collected by Jared Schi			_	g) with								
Kevin Kuchenbecker cc'd. Addendums wer	e ac	knoledged via	email.									
Bonds not required.												

NOTICE OF PUBLIC HEARING FOR COMMUNITY PICNIC OPEN CONTAINER

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Sunday, September 7, 2025: Relaxation of Open Container Ordinance in Gordon Park from 4:00 p.m. to 6:00 p.m. for Neighborhood Block Club's Community Picnic.

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

Dated this 18th day of August, 2025.

CITY OF DEADWOOD /s/ Jessicca McKeown, Finance Officer

Publish B.H. Pioneer: August 21, 2025

For any public notice that is published one time:

Published once at the total approximate cost of ______.

NOTICE OF PUBLIC HEARING FOR STREET CLOSURES, WAIVER OF BANNER FEE, AND RELAXATION OF OPEN CONTAINER ORDINANCE FOR OKTOBERFEST EVENT

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 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following request:

Waive Open Container Ordinance:

Friday October 3, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, October 4, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closures

Saturday, October 4, 2025: Barrel Games and Wiener Dog Races on Main Street from Wall to Deadwood Street, including some adjacent side streets from 9:00 a.m. to 6:00 p.m.

Request to Waive Banner Fee:

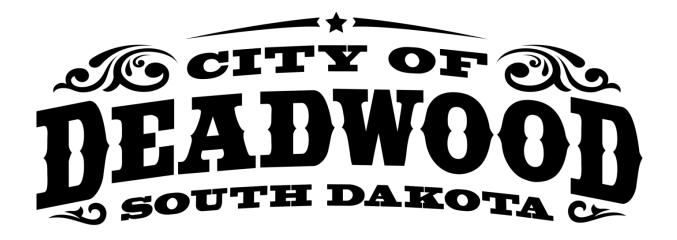
For Oktoberfest on Saturday, October 4, 2025.

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

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish B.H. Pioneer:	August 21, 2025	
<i>J</i> 1	at is published one time:	



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

Oktoberfest October 3rd and 4th 2025

Instructions:

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

EVENT INFORMATION

	□Run	□ Walk	☐ Bike Tour	☐ Bike Race	□ Parade	☐ Concert
	☐ Street Fair	☐ Triathlon	■ Other			
Event Tit	le⋅ Oktoberfes	t October 3rd and	4th 2025			
Event Da		3rd and 4th 2025	Total	Anticipated Attend	ance:	
	(m	onth, day, year)	/# of Dartisino	unto	# of Cnoctator	
				ints		
Actual Ev	ent Hours: (fror	ո։ <u>9am</u>		M / PM (to): <u>6pm</u>		AM / PM
Location	/ Staging Area:	Wall to Deadwoo	d St.			_
Set up/as	sembly/constru	uction 10/4/25		Start time: 9am	1	AM / PM
Please de	scribe the scop	e of your setup / as	sembly work (s	pecific details): Wa	all to Deadwood	d Street Closure
10/4/25 9	am-6pm					
Dismantle	e Date: <u>10/4/25</u>	j	Com	pletion time: 6pm		AM / PM
1:-4						
		ng closure as a resul Wall to Deadwood 10		include <u>street nam</u>	i <u>e(s), day, date</u> a	na <u>time</u> of closing
	or re opening.		·			_
>	Any request inv	olving 25 or less moto	r vehicles will util	ize Deadwood Street	and will be barricad	ded at both
>		olving 25-50 motor ve	hicles (not includ	ing motorcycles) will	park on the north s	ide of Main
		ill not require street o				
>		olving 50 or more vel et will require security b				
	Street to direct	•	je provided at Dea	idwood Street and ivia	iii street and wan s	treet and Main
>	Additional secu	rity may be required a	t the discretion o	f the Event Committe	e.	
			OPEN CO	NTAINFR		
	https://www				al avent annu	
	iittps.//www	w.cityofdeadwoo			ai-everit-open	-container-
Data	10/3/25	Timos	information 5pm - 10pm	I-and-maps Zone:	1 -2	
-	10/4/25		noon - 10pm	Zone:		
Date:	1017123	Times:	noon - Topin		1-2	
Date:		Times.		Zone:		
Date:		Times:		Zone:		
Date.		111163.				

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Deadwood Chamber of Commerce Chief Officer of Organization (NAME): Dory Hanson Business Phone: (605 Applicant (NAME): Jesse Allen Deadwood 57732 Address: 501 Main St. (city) (state) (zip code) Daytime phone: (605 578-1876 591-9171 Evening Phone: (605) Fax #: (Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: Jesse Allen Address: 501 Main St. Deadwood SD 57732 (city) (state) (zip code) Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171 (Note: This person must be in attendance for the duration of the event and immediately available to city 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 \Box purpose and provide amount(s): \$5 Donation to Twin City Animal Shelter

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:

Friday	10/3/2	5 Poker Run 5pm-8pm
Saturda	ay 10/	4/25 Weiner Dog Races and Beer Barrel Games Start at 1pm
Street	Closur	e Wall to Deadwood Streets 9am to 6pm
Reques	st to w	aive Event and Sponsor Banner fees
*Brat co	ook off	at participating locations
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	,
		Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application.
		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.
		Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event.

Adopted October 7, 2024

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

	Please describe how food will be served at the event:
	If you intend to cook food in the event area, please specify the method to be used:
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations. Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood: 10' by 10' Set up and take down \$200.00 20' by 30' Set up and take down \$400.00 20' by 40' Set up and take down \$600.00
>	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles and / or Trailers.
>	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please	describe y	our procedures for both	h Crowd Control and	Internal Security: Badland	s Security	
Please	describe y	our Accessibility Plan fo	or access at your event	t by individuals with disabi	lities: Accessib	le
		the applicant's respons		h all City, County, State a	nd Federal Dis	sability Access
NO Securi	YES ty Organiz	Have you hired any event? If YES , plea ration: <u>Badlands Security</u>	se list:	y organization to handle s	ecurity arrang	ements for this
Securi	ty Organiz	ation Address: 11089 S	Sanoma Road	Belle Fourche	SD	57717
				(city)	(state)	(zip code)
Securit	y Director ((Name): Fritz Carlson	605-210-1780	Business pho	ne: <u>605</u>	578-1876
NO	YES	=		ow the event and surround spectators:	=	
Pleas	Numb	per <u>0</u> Ambula	nce(s) – How provided	iding First Aid Staffing and		
	Numb	ber <u>0</u> Emerge	ncy Medical Technicia	ins – How provided?		
prop bein whic	erty locat g sought a th results f	red in or stored in or u and that DEADWOOD sh from any cause or reaso	pon DEADWOOD's p nall not be responsibl on with regard to per to approval of the ac	shall be solely responsible property pursuant to the le for any damage or loss is sonal property owned by civity for which approval acceptance with initial:	activity for whom or of APPLIC APPLICANT st is being sough	hich approval is CANT's property cored or located
DEA	DWOOD n APPLICAI	night have to pay to an	y person as a result of perty pursuant to app	demnify DEADWOOD fro of property damage, pers proval of the activity for w acceptance with initial: J	onal injury or hich approval	death resulting

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
0	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.
ımb	er of Stag	es: Number of Bands:
pe o	of Music: _	
		Will sound amplification be used?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
1	П	Will sound check be conducted prior to the event?
_		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
i]		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of you permit (issued by the State Fire Marshall's office) to this application.
]		Are any signs, banners decorations or special lighting be used? If YES , please describe: Event and Sponsor
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
)	YES	
]		Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
		Local and Social Media
	YES	
)		Will there be any live media coverage during your event? If YES , please explain:

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

<u>Advance Cancellation Notice Required:</u> 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): <u>Jesse Allen</u>	Title: Deadwood Chamber Events
And	Date: <u>7/15/25</u>
(Signature of Applicant/Sponsoring Organization)	

NOTICE OF PUBLIC HEARING RELAXATION OF OPEN CONTAINER ORDINANCE FOR WILD WEST SONGWRITERS EVENT

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 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Thursday, October 16, and Friday, October 17, 2025; Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

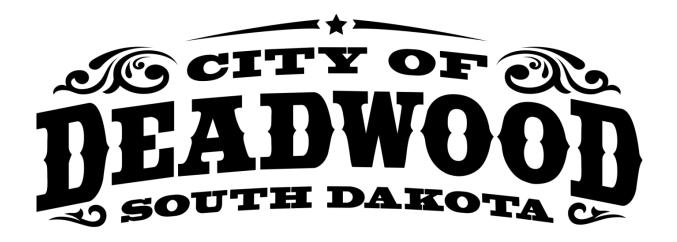
Saturday October 18, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

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

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish BH Pioneer: August 21, 2025.



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

Wild West Songwriters Festival October 16-18th

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

□Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street Fair	☐ Triathlon	■ Other			
Event Title: Wild West	Songwriters Fest	ival October 1	6-18th		
Event Date(s): October		Total	Anticipated Attend	lance:	
(n	nonth, day, year)	/# of Doublein		# of Cu octato	
		(# ој <u>Рагисіра</u>	ints	# 0J <u>Spectator</u>	<u>'s</u>)
Actual Event Hours: (fro	m: <u>noon</u>		AM / PM (to): <u>10p</u>	m	AM / PM
Location / Staging Area:					
Set up/assembly/constr	uction		Start time:		AM / PM
Please describe the scor	oe of your setup / as	sembly work (s	pecific details):		
Open container					
Dismantle Date:		Com	pletion time:		AM / PM
List any street(s) requiri and time of re-opening:					
					_
Any request invented ends of Deadw	volving 25 or less moto	or vehicles will util	ize Deadwood Street	and will be barricad	ded at both
	volving 25-50 motor ve	ehicles (not includ	ing motorcycles) will	park on the north s	ide of Main
	vill not require street				
	volving 50 or more ve		•		
Street to direct	et will require security traffic.	be provided at Dea	idwood Street and Ma	am Street and Wall S	treet and Main
Additional secu	urity may be required a	at the discretion o	f the Event Committe	ee.	
		OPEN CO	NTAINER		
https://www	w.cityofdeadwo			al-event-onen	-container-
110001/7	Tricity or a caa tro	information		ar event open	Container
Date: 10/16/25	Times:	5pm-10pm	Zone:	1-2	
Date: 10/17/25		5pm-10pm	Zone:		
Date: 10/18/25		noon-10pm	Zone:	-	
Date:	Times:		Zone:		
Date:	Times:		Zone:		
-					

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: <u>Deadwood Chamber of Commerce</u> Chief Officer of Organization (NAME): Amanda Kille Applicant (NAME): Jesse Allen Business Phone: (605-Deadwood SD 57732 Address: 501 Main St (city) (state) (zip code) 1591-9171 Daytime phone: (6005 Evening Phone: (605 Fax #: (Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: (city) (state) (zip code) _____Pager/Cell #: 605-591-9171 Contact person "on site" day of event or facility use <u>Jesse Allen</u> (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): _____

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Friday a	and Sa	aturday: Songwriters at participating businesses around town
Saturda	ay Nigl	ht Songwriters showcase at DMG
Thursda	ay Nig	ht Welcome Reception at Celebrity Hotel and kick off event at Saloon #10
-		
Open c	ontain	er
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	, , , , , , , , , , , , , , , , , , ,
		Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor
		liability insurance information to the last page of this application.
		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.
		provide initial nativative to explain your roate.
		Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event.

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

	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Concession and / or Food Preparation Area(s).
	Please describe how food will be served at the event:
	If you intend to cook food in the event area, please specify the method to be used:
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations. Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood: 10' by 10' Set up and take down
	20' by 40' Set up and take down\$600.00
	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
	Vehicles and / or Trailers.
>	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please	describe yo	Jur proced	dures for both C	.rowa Control and	internal Sect	arity:		
Please	describe y	our Acces	sibility Plan for	access at your eve	ent by individ	uals with disabili	ties: accessi	ble streets
	lewalks							
			ant's responsib to this event.	oility to comply w	ith all City, Co	ounty, State and	Federal Dis	ability Access
NO	YES							
		=	ou hired any Propose P	ofessional Securi	ty organizatio	on to handle secu	urity arrange	ements for this
Securit	y Organiza			1150.				
Securit	y Organiza	ation Addr	ress:					
					(city)		(state)	(zip code)
Security	y Director (Name):				Business phone:	605-	578-1876
NO	YES	Is this a	night event? If \	YES , please state	how the ever	nt and surround	ing area will	be illuminated
		to ensur	re the safety of	the participants	and spectato	rs:		
Pleas	e indicate	what arrai	ngements you h	nave made for pro	viding First Ai	d Staffing and Ec	quipment?	
	Numb	er <u>0</u>	Ambulance	e(s) – How provide	ed?			
	Numb	er <u>0</u>	Emergency	y Medical Technic	ians – How pr	ovided?		
prop being whic	erty locate g sought an h results fi	ed in or st nd that DE rom any ca	tored in or upo EADWOOD shal ause or reason	and agrees that it on DEADWOOD's Il not be responsil with regard to pe approval of the a Acknowledg	property pur ble for any da ersonal prope activity for wh	suant to the ac mage or loss to erty owned by Al	tivity for whor of APPLIC PPLICANT st	nich approval is ANT's property ored or located
DEA	OWOOD m	night have	to pay to any p	O harmless and in person as a result rty pursuant to al Acknowledge	of property oproval of the	damage, person	al injury or	death resulting

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
)	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.
		please state the number of bands and type of music.
ımb	er of Stag	es: Number of Bands:
pe o	of Music: _	
		Will sound amplification be used?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
•	П	Will sound check be conducted prior to the event?
	_	If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
ij		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of your
j		permit (issued by the State Fire Marshall's office) to this application. Are any signs, banners decorations or special lighting be used? If YES , please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
)	YES	well at the second of the seco
]		Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
		Local and social media
)	YES	
٦ .		Will there be any live media coverage during your event? If YES, please explain:

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of	London		
Agent's Name: Chris Roberts			
Business Phone: (605) 578-3456	Policy Number: GL350GL003-2	Policy Type:	GL
Address: PO Box 507	Deadwood	SD	57732
	(city)	(state)	(zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Jesse Allen	Title: Deadwood Chamber
And	Date: <u>7/15/25</u>
(Signature of Applicant/Sponsoring Organization)	

NOTICE OF PUBLIC HEARING RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE FOR DEADWEIRD EVENT

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 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Friday October 24, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday October 25, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

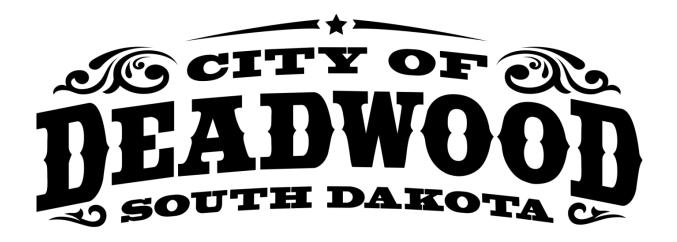
Main Street closure from Wall to Pine Street on Saturday, October 25 from 4:00 p.m. to 6:00 a.m. on Sunday, October 26, 2025.

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

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish BH Pioneer: August 21, 2025	
For any public notice that is published one time:	
Published once at the total approximate cost of _	



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

Deadweird October 24th and 25th 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

☐ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street F	air 🗆 Triathlon	■ Other			
Event Title: Dead	weird October 24th a	nd 25th 2025			
Event Date(s): 10/	24-25, 2025	Total	Anticipated Attend	lance:	
	(month, day, year)	(# of Particina	ınts	# of Spectator	·s)
	0				
Actual Event Hours	:: (from: <u>6pm</u>		M / PM (to): 10p	m	AM / PM
Location / Staging	Area: Wall St. to Pine	St.			
Set up/assembly/c	onstruction 10/25/25		Start time: 4pn	า	AM / PM
Please describe the	e scope of your setup /	assembly work (s	necific details). Op	oen Container/ S	Street Closure
Dismantle Date: 10	0/26/25	Com	pletion time: 6am		AM / PM
	equiring closure as a res ning: Wall St. to Pine St.			ne(s), day, date a	nd <u>time</u> of closing
and time of re-ope	illing. Wall ou to i life ou	10/20 0011110 10/20	- Cam		
	est involving 25 or less mo Deadwood Street.	tor vehicles will util	ize Deadwood Street	and will be barrica	ded at both
	est involving 25-50 motor	vehicles (not includ	ing motorcycles) will	park on the north s	ide of Main
	hich will not require stree		, ,		
	est involving 50 or more v				
	d Street will require securit direct traffic.	y be provided at Dea	idwood Street and Ma	ani Street and Wan S	street and Main
Additional	al security may be required	d at the discretion o	f the Event Committe	ee.	
		OPEN CO	NTAINER		
https://	/www.cityofdeadwo			<u>al-event-open</u>	<u>-container-</u>
		<u>information</u>			
Date: 10/24/25		S: 5pm - 10pm	Zone:		
Date: 10/25/25		s: <u>noon - 10pm</u>			
Date:	Time		Zone:	-	
Date:	Time		Zone:		
Date:	Time	s:	Zone:		

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: <u>Deadwood Chamber of Commerce</u> Chief Officer of Organization (NAME): Amanda Kille Applicant (NAME): Jesse Allen Business Phone: (605 1578-1876 Address: 501 Main St Deadwood, SD 57732 (state) (city) (zip code)) 591-9171 Daytime phone: (605) Evening Phone: (605 Fax #: (Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: Jesse Allen Address: 501 Main St. Deadwood, SD 57732 (city) (state) (zip code) —Pager/Cell #: 605-591-9171 Contact person "on site" day of event or facility use <u>Jesse Allen</u> (Note: This person must be in attendance for the duration of the event and immediately available to city officials) Attach a written communication from the Chief Officer of the organization which authorizes **REQUIRED**: the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): ____

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Friday I	Monst	er Ball
Saturda	ay Cos	tume Contest
Open c	ontain	er and Street closure
Trunk	or Tre	at at the foot ball field October 31st from 3-5pm
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application.
		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.
		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:

	Please describe how food will be served at the event:
	If you intend to cook food in the event area, please specify the method to be used:
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations. Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood: 10' by 10' Set up and take down \$200.00 20' by 30' Set up and take down \$400.00 20' by 40' Set up and take down \$600.00
>	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles and / or Trailers.
>	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please	describe y	our proced	dures for bot	h Crowd Control	and Internal Sec	urity:			
	e describe y ssible street			or access at your e	event by individu				
			ant's respon to this even	sibility to compl [,] t.	y with all City, C	ounty, State	and Federal	Disa	ability Access
NO Securi	YES To the second of the seco	event?	ou hired any If YES , plea dlands Securit		curity organization	on to handle	security arra	inge	ments for this
Securi	ty Organiz	ation Addı	ress: 11089	Snoma St	Belle Fou	rche	SD	5	7732
					(city)		(state	e)	(zip code)
Securit	ty Director (Name): F	ritz Carlson 60	05-210-1780		_ Business ph	none: <u>605</u>	5	78-1876
NO	YES		_	If YES , please sta of the participar			_	vill k	oe illuminated
Plea	Numb	oer <u>0</u>	Ambula	u have made for nance(s) – How pro	vided?				
prop bein whice	LICANT spo perty locating sought a	ecifically a ed in or si nd that Di rom any c	acknowledge tored in or u EADWOOD s cause or reas	es and agrees that upon DEADWOO! hall not be respo on with regard to to approval of the	at it shall be sole D's property pu nsible for any da o personal prope	ely responsik rsuant to the amage or los erty owned k hich approva	ole for any da e activity for s to or of APP by APPLICAN al is being so	ama · wh PLIC/ T sto	ge to personal ich approval is ANT's property ored or located
DEA	DWOOD n n APPLICAI	night have	e to pay to ar	OOD harmless an ny person as a re perty pursuant t Acknowle	sult of property	damage, pe e activity for	rsonal injury which appro	or o	death resulting

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
0	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.
		please state the number of bands and type of music.
ımb	er of Stag	es: Number of Bands:
pe o	of Music: _	
		Will sound amplification be used?
_	_	If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
1	П	Will sound check be conducted prior to the event?
_	_	If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of your
		permit (issued by the State Fire Marshall's office) to this application. Are any signs, banners decorations or special lighting be used? If YES , please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
)	YES	ANGULAR AND
		Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
		Social and local media
)	YES	
7		Will there be any live media coverage during your event? If YES , please explain: Local media

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London			
Agent's Name: Chris Roberts			
Business Phone: (605) 578-3456	Policy Number: GL350GL003-2	Policy Type:	GL
Address: PO Box 507	Deadwood	SD	57732
	(city)	(state)	(zip code)

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

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: <u>City of Deadwood, Finance Office</u>, 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): <u>Jesse Allen</u>	Title: Deadwood Chamber
A	Date: <u>7/15/25</u>
(Signature of Applicant/Sponsoring Organization)	

Ketel Thorstenson, LLP P.O. Box 3140 Rapid City, SD 57709

This representation letter is provided in connection with your audit of the financial statements of the City of Deadwood (the City), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief as of the date of this letter, the following representations made to you during your audit.

Financial Statements - General

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated March 3, 2025, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include
 all properly classified funds and other financial information of the primary government and all component
 units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control
 relevant to the preparation and fair presentation of financial statements that are free from material
 misstatement, whether due to error or fraud.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with GAAP. In regard to such estimates, management represents:
 - The significant judgments made have considered all relevant information of which we are aware,
 - The process used to determine estimates is appropriate and consistent,
 - The assumptions appropriately reflect our intent and ability to carry out specific courses of action,
 - The disclosures, including those describing estimation uncertainty, are complete and appropriate,
 - When necessary, appropriate specialized skills or expertise have been applied.
 - No subsequent events have occurred that would require adjustment to the estimates or related financial statement disclosures, and
 - The decision to exclude any accounting estimates not recognized or disclosed in the financial statements was made after considering the appropriate recognition and disclosure criteria in GAAP.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent
 to the date of the financial statements that would require adjustment to or disclosure in the financial
 statements or in the schedule of findings.
- We are responsible for adjusting the financial statements to correct material misstatements, and we affirm that the effects of the uncorrected misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or
 assessments that are required to be accrued or disclosed in accordance with U.S. GAAP, and we have not
 consulted a lawyer concerning litigation, claims, or assessments.
- Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.
- The financial statements include all fiduciary activities required by GASB Statement No. 84, as amended.
- The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are
 identified and presented as such and all other funds that are presented as major are particularly important to
 financial statement users.

Financial Statements - Account Balances

- Deposits and investment securities are properly classified as to risk and are properly disclosed.
- The methods and significant assumptions used to determine fair values of financial instruments are significant or observable inputs. They result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
- Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value by a properly identified and recorded provision for uncollectible receivables.
- Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated, or amortized.
- All commitments for the purchase of property, plant, and equipment have been disclosed. There are no significant idle or nonoperating fixed assets or assets held for resale.
- Capital assets, including intangible assets, have been evaluated for impairment as a result of significant and
 unexpected decline in service utility. Impairment loss and insurance recoveries have been properly recorded.
- We believe all material expenditures that have been deferred to future periods will be recoverable.
- Agreements to repurchase assets previously sold have been properly disclosed.

- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral except as made known to you and disclosed in the financial statements. All material leases are properly recorded and disclosed in the financial statements.
- Direct borrowings and direct placements of debt have been properly segregated from other debt; and unused
 lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant defaults or
 termination events with finance-related consequences, and significant subjective acceleration clauses have
 been properly disclosed.
- We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASB Statement No. 91.
- We are in compliance with all tax or debt limits, and any related debt covenants, and all such items have been
 properly disclosed.
- We have appropriately identified, recorded, and disclosed subscription-based information technology arrangements in accordance with GASB Statement No. 96.
- Actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting
 purposes are appropriate in the circumstances. We have adequately considered the qualifications of
 specialists in determining the amounts and disclosures used in the financial statements and underlying
 accounting records. We did not give or cause any instructions to be given to specialists with respect to the
 values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters
 that have had an impact on the independence or objectivity of the specialists.
- Deferred compensation agreements or pension plans are properly recorded and disclosed.
- We have appropriately measured, recorded, and disclosed compensated absences and other salary-related payments.
- Tax abatement agreements have been properly disclosed in the financial statements, including the names of all governments involved, the gross amount and specific taxes abated, and additional commitments.
- Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending
 agreements, compensating balances, or other arrangements involving restrictions on cash balances, line-ofcredit, or similar arrangements have been properly recorded and/or disclosed.
- Net position components (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (non-spendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
- We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We are following our established accounting policy regarding which resources, (i.e. restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- Revenues are appropriately classified in the statement of activities within program revenues, general
 revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

- Expenses have been appropriately classified in or allocated to functions and programs in the statement of
 activities, and allocations have been made on a reasonable basis.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Special and extraordinary items are appropriately classified and reported, if applicable.
- Participation in a public entity risk pool has been properly reported and disclosed.
- We have implemented GASB 101 during the audit period. We have implemented the new accounting standard in accordance with the transition guidance prescribed in the GASB. We have sufficient and appropriate documentation supporting all estimates and judgements underlying the amounts recorded and disclosed in the financial statements.

Information Provided

- We have provided you with:
 - Access to all information of which we are aware, that is relevant to the preparation and fair presentation
 of the financial statements, such as records (including information obtained from outside of the general
 and subsidiary ledgers), documentation, and other matters.
 - All audit or relevant monitoring reports, if any, received from funding sources.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit
 evidence.
 - All minutes of meetings of the governing board and related committees and summaries of actions of recent meetings for which minutes have not yet been prepared.
 - All communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
 - Previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements and the Schedule of Expenditures of Federal Awards. There were no significant accounting system or control breakdowns during the audit period, and no accounting data was lost.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements and communicated by employees, former employees, grantors, regulators, or others.
- We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws, regulations (including those pertaining to adopting, approving, and amending budgets), contracts or grant agreements, or waste or abuse, whose effects should be considered when preparing the financial statements or as a basis for recording a loss contingency, or for reporting on non-compliance.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

- We have no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources and fund balance or net position.
- We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions, including any side agreements, of which we are aware.
- We are responsible for compliance with laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds. There are no violations or possible violations (including budget ordinances and debt covenants) whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of
 identified and suspected fraud and noncompliance with provisions of laws and regulations, and contracts and
 grant agreements that we believe have a material effect on the financial statements or other financial data
 significant to the audit objectives, and any other instances that warrant the attention of those charged with
 governance.
- We have a process to track the status of audit findings and recommendations, when applicable.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions for the report, if applicable.
- If applicable, we have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements, that you have reported to us.
- We understand that you prepared the trial balance for use during the audit and that your preparation of the
 trial balance was limited to formatting the information in our general ledger into a working trial balance. We
 agree with the classifications of the trial balance that were utilized in the financial statement preparation (see
 attached).

In addition, you prepared the adjusting journal entries necessary to ensure the financial statements are not materially misstated, and we acknowledge that we have reviewed and approved those entries and accepted responsibility for them (see attached). We are in agreement with those adjustments, and they will be recorded in our records.

Also, as part of your audit, you assisted with the preparation of the financial statements and schedule of expenditures of federal awards and disclosures from the trial balance. You also performed the following non-audit services: GASB 34 government-wide adjustments, SDRS pension adjustments, Data Collection Form preparation, and assistance with implementation of new accounting standards. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably in senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and ensure that the entity's data and records are complete and receive sufficient information to oversee the services.

We acknowledge that we have omitted the RSI, which includes management's discussion and analysis, budgetary comparison information, and pension schedules.

We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.

Compliance - Uniform Grant Guidance

- With respect to federal award programs:
 - We are responsible for understanding and complying with, and have complied with, the requirements of
 Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost
 Principles, and Audit Requirements for Federal Awards (Uniform Guidance), relating to preparation of
 the Schedule of Expenditures of Federal Awards (SEFA).
 - We acknowledge our responsibility for presenting the SEFA and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior year, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
 - If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - We have identified and disclosed to you all of our government programs and related activities subject to
 the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the
 audit period for all awards provided by federal agencies in the form of federal awards, federal costreimbursement contracts, loans, loan guarantees, property (including donated surplus property),
 cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other
 direct assistance.
 - We are responsible for understanding and complying with, and have complied with, the requirements of
 federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal
 programs and have identified and disclosed to you the requirements of federal statutes, regulations, and
 the terms and conditions of federal awards that are considered to have a direct and material effect on
 each major federal program.
 - If applicable, we are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
 - We have made available to you all federal awards (including amendments, if any) and any other
 correspondence with federal agencies or pass-through entities relevant to federal programs and related
 activities.
 - We have received no requests from a federal agency to audit one or more specific programs as a major program.
 - We have complied with the direct and material compliance requirements (except for noncompliance
 disclosed to you), including when applicable, those set forth in the OMB Compliance Supplement,
 relating to federal awards, and have identified and disclosed to you all amounts questioned and all known
 noncompliance with the direct and material compliance requirements of federal awards, as applicable.
 - We have disclosed any communications from federal awarding agencies and pass-through entities
 concerning possible noncompliance with the direct and material compliance requirements, including
 communications received from the end of the period covered by the compliance audit to the date of the
 auditor's report.
 - We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

- Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, Subpart E).
- We have disclosed to you our interpretation of any compliance requirements that may have varying interpretations.
- We have made available to you all documentation related to compliance with the direct and material
 compliance requirements, including information related to federal program financial reports and claims
 for advances and reimbursements.
- We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- No changes have been made in internal control over compliance or other factors that might significantly
 affect internal control, including any corrective action we have taken regarding significant deficiencies
 or material weaknesses in internal control over compliance, subsequent to the period covered by the
 auditor's report.
- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.
- If applicable, we have monitored subrecipients to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- If applicable, we have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- If applicable, we have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- We have charged costs to federal awards in accordance with applicable cost principles.
- We are responsible for and have accurately prepared the Summary Schedule of Prior Audit Findings to
 include all findings required to be included by the Uniform Guidance, and we have provided you with
 all information on the status of the follow-up on prior audit findings by federal awarding agencies and
 pass-through entities, including all management decisions.
- We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Ketel	Thorstenson	, LLP
Page J	Eight	

• If applicable, we have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Sincerely yours,

CITY OF DEADWOOD
Mayor
Finance Officer
Commission President
DATE:



City of Deadwood Grant Policy

Adopted August 18, 2025

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Introduction

The purpose of this policy is to ensure the compliant, efficient, fair and professional administration of grant funds in compliance with all local, state, and federal requirements. It applies to all public officials, officers, employees or agents of the City engaged in the award and administration of contracts supported by state, federal or local funds.

Administration-

All grants, regardless of dollar amount, will be fully reviewed and approved by the City of Deadwood Commission prior to award acceptance. A complete assessment of potential reporting requirements, current and future cost implications and any other legal or compliance measures will be prepared by the grant applicant and reviewed by City Commission; grant acceptance will occur during an official commission meeting. The City Commission has the sole responsibility for approving grant awards on behalf of the City.

The finance office and the requesting employee shall be designated as grant administrators. All grants exceeding \$5,000 will be assigned a unique general ledger object code in the accounting software to track all grant revenues and expenditures. Grant administrators are responsible for all aspects of the grant process, this includes researching and planning for grant acquisition, preparing and submitting grant proposals, providing complete documentation when requesting commission action to accept grant funds, developing grant implementation plans, managing grant programs, preparing and submitting reports to grantors, and properly closing out grant projects.

All federal awards will be identifiable by using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number, award year, name of federal agency, and the name (if applicable) of the pass-through agency. The City will follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Rules") Codified at 2 C.F.R. §200.317 through 200.326 when managing federal awards, even when they are coming through a pass-through agency.

The designated grant administrators shall maintain internal controls over federal programs that provide reasonable assurance that the City is managing the award in compliance with all requirements including but not limited to; allowable costs review, procurement standards, contract provisions, affirmative hiring practices, and non-procurement debarment and suspension regulations. Debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The City is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2CFR 180 (2 CFR 200.212) and must not make any award or permit any award at any tier to parties listed on the government-wide exclusions in the System for Award Management (SAM) www.sam.gov .

Allowable costs review-

The following criteria are highlighted in 2 CFR 200.403 as necessary for costs to be considered allowable. The costs must:

- Be necessary and reasonable for the performance of the federal award (and be allocated to that use)
- Conform to limitations or exclusions regarding type or cost
- Be consistent with the policies and procedures the City would apply to non-federally financed work
- Be treated consistently with other comparable costs—for example, a cost may not be treated as
 a direct cost if a cost incurred for the same purpose in similar circumstances was allocated as an
 indirect cost
- Be determined in accordance with US Generally Accepted Accounting Principles (GAAP) except as otherwise provided in 2 CFR 200 (for state and local governments and Indian tribes only)
- Not be used to meet cost-sharing or matching requirements of any other federally financed program
- Be adequately documented (see documentation below)

Conflict of Interest-

No employee or official of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to bias the design, conduct, or reporting of a grant funded project on which he or she is working. It shall be the responsibility of the governing body, the finance office and the grant administrator for each grantfunded project to ensure that in the use of project funds, officials or employees of the City and non-governmental recipients or sub-recipients shall avoid any action that might result in or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Affecting adversely public confidence in the grant funded program in particular and the City in general
- Soliciting or accepting gratuities, favors or anything of monetary value from contractors, potential contractors or subcontractors

Penalties for violating conflict of interest policy-

The City recognizes violations at 3 levels; mistakes, gross negligence and criminal fraud. Our goal is to address, resolve and disclose potential conflicts. If the City has reasonable cause to indicate that an insider of the organization has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, the insider shall be informed of the basis for the belief and they will be afforded an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making any further investigation as warranted by the circumstances, the Commission determines that the insider has failed to disclose an actual or possible conflict of

interest, the Commission shall take prompt corrective action to ensure that such conduct ceases and will not recur. Correction action can include but is not limited to;

- The City determines the conflict cannot be avoided and shall be disqualified from eligibility for the grant award and the grant agreement is terminated
- The responsibility for the grant or grant program is reassigned to a different employee.
- Actions to be taken to mitigate or neutralize perceived or actual conflicts of interest include: revising the grantee's duties so that the conflict is mitigated; allowing the grantee to propose the exclusion of task areas that create a conflict, if appropriate; submitting an organizational conflict of interest avoidance or mitigation plan; or making all information available to all grantees and/or potential grantees in order to eliminate favoritism toward any one grantee.
- Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with all other City policies, procedures, and state and federal laws.

Accounting and Reporting-

City accounting software has the ability to track revenues and expenditures related to grant funding sources. The finance office will set up the general ledger object code in the accounting software and will communicate the code to the grant administrator responsible for purchasing and processing requests for payments related to the grant funds. It is the responsibility of the preparer of the claim voucher to document the project code on all vouchers to ensure the finance office staff can identify and track those items. Only allowable costs will be allocated to the grant.

Budget-

Grant funds will only be added to the budget once received. Federal Grant dollars can be added to a budget by a simple motion of the Commission, other grant dollars will be added by supplemental appropriation ordinance. Any necessary budget supplements must be discussed with the finance office and approved by Commission.

Department staff and Finance staff will maintain a close working relationship with respect to any grant activity to ensure compliance and a clear understanding of the project status.

Documentation-

All grant expenses must comply with the terms set forth in the grant application, grant award letter, City procurement policies and the guidelines in the OMB Compliance Supplement-Uniform Guidance, Title 2-Subtitle A-Chapter II - Part 200.

When using **federal funds** the City will follow its own documented procurement procedures which reflect applicable state (bid laws, etc.) and local laws and regulations, **provided** that the procurements conform to applicable federal law and the standards identified in 2 C.F.R.§200.318 through 326. **When using federal funds the City will follow the most restrictive requirements outlined in applicable state, local, OR federal laws and regulations.**

Documentation for all expenditures must be retained by the City for audit purposes and should include:

- Timesheets signed by the employee and approved by their department head for all grant related payroll expenses
- Complete purchasing documents for all expenditures (detailed receipts and/or invoices)
- City, State or Federal governmental agreement number
- Formal bids for all purchases over \$50,000
- Ledger showing all expenditure activity
- If required by grantor, check numbers, copies and payment dates for all payments made

Grant documents should be read carefully to ensure compliance with all grant requirements. Additional documentation may be required under the terms and conditions of the specific grant award to include, but not limited to, procurement justification, grant reconciliation frequency, cash match, calculation and tracking and records retention.

Audit-

If the City expends more than \$750,000 in a year of federal award dollars, either as the grantee or the sub-grantee, then we will be subject to a single or program specific audit. The single audit encompasses both our financial statements and the federal awards received by the City; whereas a program specific audit will audit one federal program and can only be used when the grantee receives grant awards only from one federal program. The City contracts with an external auditing firm to conduct both our annual and single audits as needed.

Any awarding agency may also specify additional audit requirements in a grant award letter or grant guidance document.

The Finance Office, with the assistance of the specific grantee city department head, shall follow up and take corrective action on all audit findings.

Approved this	day of	, 2025	
			Approved:
			Charlie Struble-Mook, Mayor
Attest:			, ,
lessicca McKeown, Fir	nance Officer	<u> </u>	

CITY OF DEADWOOD **ORDINANCE 1428**

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

SECTION 1: AMENDMENT "5.48.020 Definitions" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.48.020 Definitions

As used in this chapter:

"City license plate" is a three (3) inch by six (6) inch decal or sticker that indicates the year of license as well as a taxicab identification number. Provided by the city of Deadwood.

"Intra-city service" means service provided solely within one (1) city. Example: A fare picked up in Deadwood and dropped off in Deadwood.

"Inter-city service" means service provided from city to city. Example: A fare picked up in Deadwood and dropped off in Lead.

"Taxicab" means a public transportation device used to convey passengers to and from destinations of their choice; such as, but not limited to, vehicles, limousines, rickshaws, and velotaxis (pedi cabs), exluding transportation network company driver devices.

"Taxicab business" means any person, firm, or corporation engaging in the commercial practice of providing public transportation which is not a transportation network company or transportation network company driver to destination(s) of choice of passengers.

"Transportation network company" means a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides and that does not control, direct, or manage the personal vehicles or transportation network company drivers that connect to its digital network, except where agreed to by written contract.

"Transportation network company driver" means a person who receives connections to potential riders and related services from a transportation network company in exchange for payment of a fee to the transportation network company and who uses a personal vehicle to provide a prearranged ride to riders upon connection through a digital network controlled by a transportation network company in return for compensation or payment of a fee.

"Transportation network company rider" means a person who uses a transportation network company's digital network to connect with a transportation network driver who provides a prearranged ride to the person in the driver's personal vehicle between points chosen by the person.

(Ord. 1162 (part), 2011)

SECTION 2: <u>AMENDMENT</u> "5.48.010 License Required" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.48.010 License Required

- A. No person, firm or corporation shall operate a taxicab business and provide intra-city service within the city of Deadwood, other than a transportation network company, without first having obtained from the city commission a license therefore and without having complied with all provisions of this chapter.
- B. Any person, firm or corporation desiring a license for a taxicab or taxicabs shall make a written application therefore to the city commission upon blank applications to be furnished by the chief of police. Said application shall contain the full name and address of the owner, the make, model and year of manufacture of the vehicle(s), the South Dakota license number and the vehicle identification number of the same.
- C. Transportation network companies are not required to obtain a license from the city commission.

(Ord. 1162 (part), 2011)

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from September 24, 2025 and after the required approval and publication according to law.

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PASSED AND ADOPTED BY THE CITY OF D	EADWOOD CITY COMMISSION
Presiding Officer	Attest
Alea Struble, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood

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CITY OF DEADWOOD ORDINANCE 1429

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

SECTION 1: <u>AMENDMENT</u> "15.32.130 Disallowed Signs" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

15.32.130 Disallowed Signs

The following signs are disallowed:

- A. Structurally unsafe signs shall not be allowed.
- B. Signs that obscure the vision of motorists shall not be allowed.
- C. Signs that obscure necessary traffic signs and warning signs shall not be allowed.
- D. Plastic signs shall not be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), unless the historical evidence for the location of the sign indicates that plastic is appropriate, pursuant to specific findings as set forth in section 15.32.210. Otherwise, plastic signs may be permitted pursuant to section 15.32.150.
- E. Off-premises advertising signs shall not be allowed, with the exception of billboards constructed outside the historic district as established by Ordinance No. 777 prior to January 1, 1992, which shall be permitted to remain. As an alternative to removal of billboards located within the historic district erected prior to January 1, 1992, such signs may be modified to comply with standards established by the sign review commission.
- F. Signs shall not be allowed that have visible moving, revolving, or rotating parts or visible mechanical movements of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, or are designed to move upon being subject to wind or breeze; nor shall any sign have an optical illusion of movement by means of a design that presents an illusion of motion or changing of copy. Traditional barber poles and clocks shall not be subject to this requirement; however, such devices shall be included in determining the allowable sign area for a building or use.
- G. No sign shall have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies intensity of color or uses intermittent electrical or electronic pulsation.
- H. Within the local historic district as established by Ordinance No. 777 and any amendment thereto, no internally illuminated signs shall be allowed. Outside the local historic district, opaque letters or designs set out from a building or sign face and lit by soft white illumination from behind the letters as well as internal illumination may be

Page 1

allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)). All types of internally illuminated signs may be allowed outside of the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)).

- I. Signs shall not be so illuminated by direct illumination such that light spills over onto adjacent properties.
- J. Beacons and search lights shall not be allowed.
- K. Continuous strings of pennants, flags, fringe or other similar decorations shall not be allowed. Such decorations may, however, be provided in association with the Fourth of July or other such state and local holidays as may be designated by the sign commission on request, and may not be put in place prior to ten (10) days nor remain in place after ten (10) days from the holiday. In particular, the flag of the United States of America represents a living country and is itself considered a living thing. No disrespect should be shown to the flag of the United States of America, which includes being used solely for advertising purposes. The flag of the United States of America shall not be placed to call attention to, decorate, mark, or distinguish the building on which it is placed. One flag of the United States of America is considered patriotic, while a string of flags of the United States of America is considered advertising and disrespectful, unless displayed according to the Fourth of July exception noted above, or pursuant to section 15.32.140(A)(14), below. Please also see United States Code, Title 4, Chapter 1 for a full explanation of the Flag Code.
- L. No signs shall incorporate projected images, any sound that is intended to attract attention, or involve the use of live animals, fish or fowl.
- M. No signs shall in any way obstruct the view of, be confused with or purport to be, an official traffic sign, signal or device or any other official sign.
- N. No sign shall use any words, phrases, symbols or characters implying the existence of danger, or the need for stopping or maneuvering of motor vehicles or create in any other way an unsafe distraction of motor vehicle operators.
- O. No signs shall obstruct the view of motor vehicle operators entering a public roadway from any parking area, service drive or private driveway, alley or other thoroughfare.
- P. No sign shall obstruct free ingress to or egress from required door, window, fire escape or other required exit.
- Q. No sign shall remain beyond thirty (30) days after the activity, product, business, service or other use that is being advertised has ceased or vacated the premises. This provision shall not apply to signs that are physically designated as landmarks, or to permanent signs to businesses that are open only on a seasonal basis, providing that there is clear intent to continue operation of the business.
- R. Roof signs shall not be allowed.
- S. Parked vehicles, including but not limited to automobiles, trucks, buses semitrailers, (attached or detached) trailers, mobile homes, boats, vans, etc., shall not be used as signs or sign structures. They shall not be placed where visible from a public right-of-way except when used in accordance with paragraph twelve (12) of 15.32.140.
- T. Any exterior, portable, freestanding or unattached signs, such as, but not limited to, a sidewalk sign or sandwich board sign shall not be allowed unless placed entirely on

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private property and not on a public sidewalk, roadway, or right-of-way. Any exterior, portable, freestanding or unattached signs in existence on May 1, 2019 shall be removed from public sidewalks, roadways, or right-of-ways. Any exterior, portable, freestanding or unattached signs, such as, but not limited to, a sidewalk sign or sandwich board sign is prohibited on a public sidewalk, roadway, or right-of-way in the local historic district, as defined under Title 17. All exterior, portable, freestanding or unattached signs shall be removed from public sidewalks, roadways, or rights-of-way at the time of this ordinance.

- U. Murals or supergraphics shall not be allowed.
- V. Signs exhibiting phosphorescent or reflective paint shall not be allowed.
- W. Signs exhibiting the word "casino" shall not be allowed.
- X. Wind signs shall not be allowed.
- Y. Neon shall not be used to frame any window above the first story. Where used in the first story, the light tube must be shielded from exterior view.

(Ord. 1291 (part), 2019; Ord. 1242, 2016; Ord. 1237, 2015; Ord. 1175 (part), 2012; Ord. 1170 (part), 2012; Ord. 1126, 2009; Ord. 992 (part), 2002; prior code § 26-300)

SECTION 2: <u>AMENDMENT</u> "15.32.100 Definitions" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

15.32.100 Definitions

As used in this chapter:

"Accessory" means subordinate or incidental to, and on the same lot or on a contiguous lot in the same ownership, as the building or use being identified or advertised.

"Alley" means a street or way within a block set apart for public use, vehicular travel, and local convenience to provide access to the rear or side of the abutting lots or buildings.

"Awning" means a movable shelter, primarily of fabric, supported entirely from the exterior wall of a building and of a type that can be retracted, folded, or collapsed against the face of the supporting building or may be permanently extended out from the exterior wall of the building. Permanent awnings may be supported by columns, poles, or braces extended from the ground. See "permanent awning".

"Banner" means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.

"Billboard" means a freestanding off-premises sign.

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"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Business" means all activities in which a person engages or in which such person causes another to be engaged with the object of gain, benefit, or advantage, whether direct or indirect.

"Canopy" See "awning", "portable or collapsible awnings", or "permanent awnings".

"Composite material" (also called a composite, which is the common name) means a manmade material from two (2) or more constituent materials with significantly different physical or chemical properties that, when combined, produce a material with characteristics different from the individual components.

Frontage, Building. "Building frontage" means the horizontal, linear dimension area of that side of a building that abuts a street, a parking area, a mall or other circulation area open to the general public and that has either a main window display of the enterprise or a public entrance to the building; in commercial zone districts, a building side with an entrance open to employees is a building frontage; where more than one use occupies a building, each such use having a public entrance or main window display for its exclusive use is considered to have its own building frontage, which is the front width of the building occupied by that use.

Frontage, Street. "Street frontage" means the linear frontage of a lot or parcel abutting a private or public street that provides principal access to or visibility of the premises.

"Grade" means the average elevation of the finished ground level at the center of all walls of a building. When walls are parallel to and within five feet of a sidewalk, "grade" means the sidewalk level.

"Height of a sign" means the vertical distance measured from the elevation of the nearest sidewalk or, if there is no sidewalk within twenty-five (25) feet, from the lowest point of the finished grade on the lot on which the sign is located and within twenty-five (25) feet of the sign, to the uppermost point of the sign or the sign structure.

"Home occupation" means an occupation carried out in-residence, of a commercial nature, which has no employees other than family members and takes up no more than twenty-five (25) percent of the total floor area.

Illumination, Direct. "Direct illumination" means lighting by means of an unshielded light source, including neon tubing, which is effectively visible as part of the sign, where light travels directly from the source to the viewer's eye.

Illumination, Indirect. "Indirect illumination" means lighting of the surface by light source that is directed at the reflected surface in such a way as to illuminate the entire building facade on which a sign is displayed, but does not include lighting that is primarily used for purposes other than sign illumination, including without limitation, parking lot lights or lights inside a building that may silhouette a window sign but that are not primarily installed to serve as inside illumination of a sign.

Illumination, Internal. "Internal illumination" means lighting by means of a light source that is within a sign having translucent foreground or background and silhouettes opaque letters or designs or that is within letters or designs that are themselves made of translucent material. This term shall also extend to and include opaque letters or designs set out from a building or sign face and lit by illumination from behind the letters.

"Marquee" means a permanently roofed structure attached to and supported by a building and projecting from the building.

"Mural" means a decorative or figurative painting or decoration, usually oversized, applied directly to a wall or ceiling. "Mural" shall also include supergraphic.

"Neon" means an electrically-charged gas contained within an enclosed transparent tube.

"Permanent awning" means any structure erected for shade or shelter and which is completely open on at least two sides and fastened to an existing permanent structure.

"Portable or demountable awning" means any prefabricated structure erected for shade or shelter which is designed to be readily assembled and disassembled and adapted to ready transportation.

"Public entrance" means an entrance to a building or premises that is customarily used or intended for use by the general public. Examples of private entrances not intended for use by the general public are fire exits, special employee entrances, and loading dock entrances.

"Repairs and maintenance" means to renew, revitalize or to restore a sign to its former good, sound, proper condition, working order, original state or operational soundness after injury, wear or tear; to fix; to mend; upkeep; put back together; correction of a failure; replacement of missing, lost, broken or unserviceable parts; all action taken to retain materials or to restore to original condition; routine recurring work required to keep a sign in such condition that it may be continuously utilized at its original design, for its intended purpose; preserving a sign in its original condition; to prolong a sign's useful life [Examples include, but are not limited to: replacing letters that have fallen off is a repair; painting letters that have faded is maintenance; mending a sign that was broken in half by some accident with an exact duplicate is a repair; applying new stain to a wooden sign is maintenance; however, replacing a sign for a new business name is a change or alteration, NOT repair or maintenance; replacing a sign with the same business name, but new design for that business is a change or alteration, NOT repair or maintenance.]

"Right-of-Way" means the public right-of-way, w within the local historic district as defined under Title 17, shall be defined as real property, public or private, from edge of building to edge of building, including but not limited to recessed entrances. In vacant or empty lots and parking lots the public right of way shall be defined as the back of sidewalk along a public street, alley or thoroughfare.

"Roof" means the cover of any building, including the eaves and similar projections.

"Roof line" means the highest point on any building where an exterior wall encloses usable floor space (including roof areas for housing mechanical equipment) and the highest point on any parapet wall if the parapet wall extends around the entire perimeter of the building.

"Sign" means any writing, pictorial representation, decoration (including any material used to differentiate sign copy from its background), form, emblem, trademark, flag or banner or any other figure of similar character that:

- A. Is a structure or any part thereof (including, the roof or wall of a building); or
- B. Is written, printed, projected, painted, constructed, or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, or vehicle or upon any material, object, or device whatsoever; and
- C. By reason of its form, color, wording, symbol, design, illumination, or motion, attracts and is designed to attract attention to the subject thereof or is used as a means of identification, advertisement, or announcement.

"Sign face" means the surface of a sign upon, against, or through which the message is displayed or illustrated.

Sign, Nonconforming. "Nonconforming sign" means any sign that was erected and maintained prior to April 1, 2012, and that does not conform to all the applicable regulations and restrictions of such code and any sign located in an area annexed to the city since the enactment of such code.

"Sign structure" means any supports, uprights, braces, or framework of a sign.

"Window" means the transparent or translucent portion of an opening in the exterior wall of a structure.

(Ord. 1291 (part), 2019; Ord. 1170 (part), 2012; Ord. 1105 (part), 2008; Ord. 1082 (part), 2007; Ord. 1041 (part), 2005; prior code § 26-204)

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect from October 8, 2025 and after the required approval and publication according to law.

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PASSED AND ADOPTED BY THE CITY OF DE	EADWOOD CITY COMMISSION
Presiding Officer	Attest
Alea Struble, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood

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CITY OF DEADWOOD ORDINANCE 1430

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

SECTION 1: <u>AMENDMENT</u> "5.28.035 Display Of Merchandise" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.28.035 Display Of Merchandise

It is unlawful for any person, entity or business to display, store or maintain any merchandise (except benches for the public, pet watering stations, flowers and potted plants) within the right-of-way, as defined in Title 15, by affixing the same to the exterior (including any door or shutter, when opened externally, displays merchandise or signs) of any permanent or temporary structure or to cause or enable the display of merchandise in said right-of-way outside of any permanent or temporary structure (example: mannequins) within the city's locally designated historic district, as defined under Title 17.

(Ord. 1241 (part), 2015; Ord. 1101 (part), 2008)

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect from October 8, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE C	ITY OF DEADWOOD CITY COMMISSION
Presiding Officer	Attest
Alea Struble, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood

Page 1

CITY OF DEADWOOD ORDINANCE 1431

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

SECTION 1: <u>ADOPTION</u> "2.08.044 Enforcement - Violation - Penalty" of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

- 2.08.044 Enforcement Violation Penalty(Added)
- 1. The City Officers and/or Department Heads are authorized and directed to enforce all provisions of the Ordinances of the City of Deadwood
- 2. Removal Notice Lien. The City Officers and/or Department Heads or their designee, in the case of any violation of these ordinances, shall take immediate steps to require compliance, including the immediate removal of any violation that does not conform with the provisions of these ordinances without prior notice to the owner thereof.
 - 1. If the City Officer and/or Department Head or their designee finds any on premise sign is in violation of the provisions of this chapter, they shall give written notice by registered or certified mail to the owner or person with legal possession of the property where the violation is located. If such person fails to correct the violation so as to comply with these ordinances within five days after receipt of such notice, or within such longer time period as is specified in the notice, the City Officers and/or Department Heads shall cause such violation to be corrected at the expense of the property owner and the person with legal possession of the property, and shall, upon the determination of such expense, certify the same to the finance officer.
 - 2. The finance officer shall notify the owner or the person with legal possession of the property of the total costs incurred for such correction of the violation, and if that person fails within thirty (30) days after the date of the notification to pay the entire costs and expenses of such removal, then such costs and expenses shall become a lien against and shall run with the property, and the finance officer shall certify the same to the applicable county treasurer for collection in the same manner as general property taxed are collected.
 - 3. The amount certified by the finance officer to the county treasurer for collection shall include the actual costs to correct the violation, plus twenty-five (25) percent to cover administrative costs, penalties, collection costs, and interest or as set by resolution.
- 3. Other Penalties. In addition to any other penalties provided here in for the violation of these ordinances, the city shall have the ability to deny the issuance of any permits or licenses or any

renewals thereof to any business or premises that fail to conform to the provisions of these ordinances, but not limited to building permits, business licenses, malt beverage and liquor licenses. Any person or entity found to be in violation of these ordinances shall be subject to a fine of not more than that established for class 2 misdemeanors under state law. Each violation shall be a separate offense. Each day during which the violation remains shall remain a separate offense.

4. Administrative Citations. The City Officers and/or Department Heads or their designee may employ the provisions of this section to secure compliance with the ordinances. This section permits administrative citations and fines in addition to all other legal remedies criminal or civil, under state statute or Deadwood municipal ordinances and the use of this section shall be at the sole discretion of the City Officer and/or Department Head.

1. Warning of an Administrative Citation.

- 1. Whenever the City Officer and/or Department Head determines that a violation of these ordinances has occurred, the City Officer and/or Department Head may issue a written warning of an administrative citation to any person or legal representative responsible for the violation. A warning shall serve as a prerequisite to the issuance of a first administrative citation.
- 2. In the City Officer and/or Department Head's sole discretion, the following dispute resolution process may be utilized. The City Officer and/or Department Head may schedule a meeting that shall be attended by the complainant the owner or legal representative responsible for the violation with the City Officer and/or Department Head and a city-appointed facilitator. If the cited violation can be resolved as a result of this meeting, all formal enforcement proceedings shall be suspended, pending successful implementation of the resolution reached at the dispute resolution meeting. If the violation cannot be resolved in a satisfactory manner, formal enforcement proceedings shall again commence. Failure of the responsible party to attend the dispute resolution meeting shall be cause for formal enforcement procedures to continue to the next appropriate step.
- 3. The City Officer and/or Department Head shall allow 10 days to correct the violation after considering the circumstances of the case, prior to the issuance of an administrative citation. A warning shall not be required before the issuance of a second or subsequent administrative citation for a continuing or repeated violation.
- 4. A warning shall include the same information required under subsection 2,b. of this section, as well as the following: 1. A time limit by which the violation shall be corrected, after which an administrative citation may be issued if the violation is not fully corrected. 2. A statement that the city intends to charge the person and/or owner for all administrative costs associated with the code violation.

2. Administrative Citation.

- 1. Whenever the City Officer and/or Department Head determines that a violation has occurred, the City Officer and/or Department Head may issue an administrative citation to the owner or legal representative for the violation provided that any required warning has first been issued. Each and every day a violation of the Deadwood Municipal Ordinance is committed, constitutes a separate and distinct violation for which an administrative citation may be issued.
- 2. Each administrative citation shall contain the following information:
 - 1. The date of the violation;
 - 2. The address and description of the location where the violation occurred;
 - 3. The code section(s) violated and a description of the violations;
 - 4. A description of how the violation my be remedied;
 - 5. Any fines assessed for the code violation;
 - 6. The time and place for payment of the fine assessed;
 - 7. A Court date for the violator to contest the citation; and
 - 8. The name and signature of the citing enforcement officer.
- 3. Service of Warning or Administrative Citation. Service (delivery) of a warning or an administrative citation may be accomplished by any of the following methods:
 - 1. Personal Service. The City Officer and/or Department Head, or an authorized designee, may obtain the signature of the person and/or legal representative responsible for the code violation on the administrative citation. If the legal representative and/or owner refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of service nor of the citation and subsequent proceedings.
 - 2. If personal service as defined herein cannot be obtained, service by first class mail is permitted by (a) deposit in the United States mail, in a sealed envelope sent first class postage prepaid to the address of the legal representative and/or owner at the last-known business or residence address as the same appears in the current public records or other records pertaining to the matter to which the notice it directed in the alternative, the City Officer and/or Department Head, or an authorized designee may serve the owner or legal representative a copy of the administrative citation by placing the same in a conspicuous place on the property at which the violation is located. Service by mail and posting shall be deemed to have been completed at the later of either the time of deposit in any official United States postal box or the time of posting. The failure of the responsible person and/or owner to receive a properly addressed and mailed or posted administrative

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citation shall not affect the validity of the service nor of the citation and subsequent proceedings. Failure of a posted notice to remain in place after posting shall in no way affect the validity of the service no of the citation and subsequent proceedings.

	CTIVE DATE This Ordinance shall be in full force and equired approval and publication according to law.
PASSED AND ADOPTED BY THE	E CITY OF DEADWOOD CITY COMMISSION
Presiding Officer	Attest
Alea Struble, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood

Page 4 164

CITY OF DEADWOOD RESOLUTION 2025-24 A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE CITY OF DEADWOOD

WHEREAS, City Ordinances require certain use fees, charges for services and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective September 2, 2025:

ADMINISTRATIVE CITATION*:

First Citation \$100.00 (generally issued after warning)
Second Citation \$200.00 (within rolling 12-month period)
Third Citation \$300.00 (within rolling 12-month period)

Dated this 2nd day of September, 2025.	
ATTEST:	Charlie Struble Mook, Mayor
Jessicca McKeown, Finance Officer	
(seal)	

Published: September 4, 2025 Effective: September 2, 2025

^{*} Does not include matters pursued in court.

^{*} Citations shall be daily.

RESOLUTION 2025-25

RESOLUTION DISSOLVING TAX INCREMENT DISTRICT NUMBER FOURTEEN - CITY OF DEADWOOD

WHEREAS, the City of Deadwood established a boundary for Tax Increment District Number FOURTEEN on November 15, 2021; and

WHEREAS, the City of Deadwood has not received, nor approved a completed developer's agreement for Tax Increment District Number FOURTEEN; and

WHEREAS, the City of Deadwood had not appropriated funds to Tax Increment District Number FOURTEEN; and

WHEREAS, the Deadwood City Commission is authorized to dissolve Tax Increment District Number FOURTEEN pursuant to SDCL 11-9-46.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Number FOURTEEN be, and is hereby dissolved; and

BE IT FURTHER RESOLVED that any funds remaining in the Tax Increment District Number FOURTEEN Fund, pursuant to SDCL 11-9-31, be distributed in the manner provided by SDCL 11-9-45.

Dated this 2nd Day of September, 2025

	DEADWOOD CITY COMMISSION
ATTEST:	Charlie Struble-Mook, Mayor
Jessicca McKeown, Finance Officer	_

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 CONDITIONAL USE PERMIT

Staff Report

Date: September 2, 2025

To: Board of Adjustment **From:** Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

RE: Conditional Use Permit – Laundromat

APPLICANT(S): Deadwood Laundry Co.

PURPOSE: Application for CUP – 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: All legal obligations have been completed.

ZONE: C1 - Commercial

STAFF FINDINGS:

<u>Surrounding Zoning:</u> <u>Surrounding Land Uses:</u>

North: C1 – Commercial Business
South: C1 – Commercial Business

East: C1 – Commercial Street/Parking Lot

West: C1 - Commercial Business

SUMMARY OF REQUEST

The applicants have submitted a request for a Conditional Use Permit to operate a Laundromat located at 138 Sherman Street. The Laundromat would be available to the public to utilize and serve as laundry services for Deadwood Rentals LLC, a property management company that oversees vacation rentals.

FACTUAL INFORMATION

- 1. The property is currently zoned C1 Commercial.
- 2. The subject property has access from Sherman Street with on-street parking located on Sherman Street and additional parking in the Sherman Street parking lot.
- 3. The subject property is located within a C1 Commercial zoning location.
- 4. The property is located within a 100-year flood zone.
- 5. Adequate public facilities are available to serve the property.
- 6. The area is characterized by business uses located within the Local Historic District.

STAFF DISCUSSION

The applicants have submitted a request for a Conditional Use Permit for a Laundromat and City regulations permit Laundromats in C1 - Commercial zoning districts with an approved Conditional Use Permit. According to their application, the building will undergo an interior remodel to accommodate the laundromat. They will have on-street parking along Sherman Street with additional parking in the Sherman Street parking lot.

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.
- 2. A sign was posted on the property for which the requests were filed.
- 3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of this chapter 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 proposed 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. Preservation of the existing stock of historic structures can be obtained by working with individuals and guiding the uses of historic structures.

B. Whether or not a community need exists for the proposed use at the proposed 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 proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed 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 proposed use at this location shall not result 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 may not result in a substantial or undue adverse effect on adjacent properties, or the character of the property, and the use would not alter the character of the district. There will be no change in the size of the dwelling. 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 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 proposed use would not increase the proliferation of non-conforming uses. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.

E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in city ordinance. Where any such improvements, facilities, utilities or services are not available or adequate to service the proposed use in the proposed location, the applicant, as part of the application and as a condition to approval of the proposed Conditional Use Permit, is responsible for establishing ability, willingness and binding commitment to provide such improvements, facilities, utilities and services in sufficient time and in a manner consistent with the policy plan, this title, and other plans, programs, maps and ordinances adopted by the city to guide its growth and development. The approval of the Conditional Use Permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant as described in Section 17.04.110.

The proposed use will not cause 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 issuance 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 section 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 a 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. To defray the administration costs of processing requests for Conditional Use Permits, a fee has been set by resolution of the City Commission and such information is available at the Planning and Zoning Office.
- E. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such permit and of any conditions designated therewith.
- F. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, 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.
- G. If the use permitted 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.
- H. Upon receipt in proper form of the application and other requested material, the Board of Adjustment shall hold at least one (1) public hearing in a location to be prescribed by the Board of Adjustment and shall make a decision upon the proposal to grant or deny the Conditional Use Permit. At least ten (10) days in advance of each hearing, notice of the time and place of such hearing shall be published in the official newspaper of the city. Notice shall be posted on the property for which the Application for Conditional Use Permit has been filed.

If approved for a Conditional Use Permit, staff recommends the following stipulation(s):

- 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. The Building Inspector shall inspect the building to ensure it meets applicable building codes.
- 3. A City of Deadwood Business License shall be obtained and maintained.
- 4. 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.
- 5. 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.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission August 20, 2025)

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.	
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APPLICATION FOR CONDITIONAL USE PERMIT

Application Fee: \$500.00

7.5		f 0-1		
pplicants: Please read thoroughly prior to	completing this	form. Only	complete applicat	tions will be considered
eview.		,		
ame of Proposed Development: \underline{Dea}	dwood 1	-aundr	y Co.	
treet Location of Property: 138 Sher	man St.	Dead	wood SD	57732
egal Description of Property: Original	town D	seadus	od Lot 22	BIK 40
oning Classification of Property: Comm	ercial			
ame of Property Owner: Tim Conn	ad		Telephone:	
ddress: _				
Street	- i	City	and the second	State Zip
ame of Applicant: Trinity Conr.	ad		Telephone:	
ddress:		City		State Zip
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Written Statement for Conditional Use Permit Application Proposed Laundromat – Deadwood, South Dakota

We are applying for a Conditional Use Permit to operate a self-service laundromat within the city limits of Deadwood, South Dakota. This proposed business will serve both local residents and visitors by providing a clean, safe, and efficient facility for personal laundry services. In addition to general public use, the facility will also be utilized by Deadwood Rentals for routine laundry services in support of its short-term rentals. This dual-purpose use will help ensure consistent facility upkeep and contribute to the overall viability and sustainability of the business.

Business Overview:

The laundromat will be located at 138 Sherman Street within an existing/commercially zoned building. The space will be remodeled to include a range of high-efficiency washers and dryers, folding tables, and comfortable seating. Hours of operation will generally be 7:00 AM to 7:00 PM, seven days a week. The laundromat will operate as an unattended facility, monitored via security systems and maintained daily by staff. Additionally, this building is owned by a local family with several other businesses located within this building, adding ease to the functionality and managerial aspect of the business.

Parking and Site Plan

Adequate on-site parking will be provided to support the proposed use. The preliminary site plan (attached) outlines the anticipated layout, including:

- The location of the primary building
- Designated customer parking areas
- Ingress and egress points to and from the property
- Pedestrian access and ADA-compliant pathways

Customer parking will consist of two designated spaces located directly in front of the building along Sherman Street. Additional parking will be available at the rear of the property within the Charles Street parking area. The Cemetery Street side parking and entrance will be reserved exclusively for 5-minute pick-up and drop-off use by employees only, ensuring clear site circulation and minimizing disruption to adjacent areas.

There are no indications that this new business will impact traffic, as there have already been previous businesses in this space that had several customers visiting at once, without any issues. Parking demand is anticipated to align with similar small-scale retail uses, and the proposed configuration is designed to comfortably meet this demand while maintaining safe and efficient site operations. Additionally, given the facility's proximity to several residential neighborhoods, it is anticipated that many patrons will be able to walk to the establishment, further reducing vehicle traffic and parking needs.

Additional Notes:

All signage will comply with local ordinances. Wastewater discharge will be handled in accordance with city and environmental regulations, and equipment will be selected for energy and water efficiency. Our goal is to enhance neighborhood convenience while maintaining a low-impact, well-managed presence in the community.

We are happy to provide any additional information or adjustments requested by the Commission.

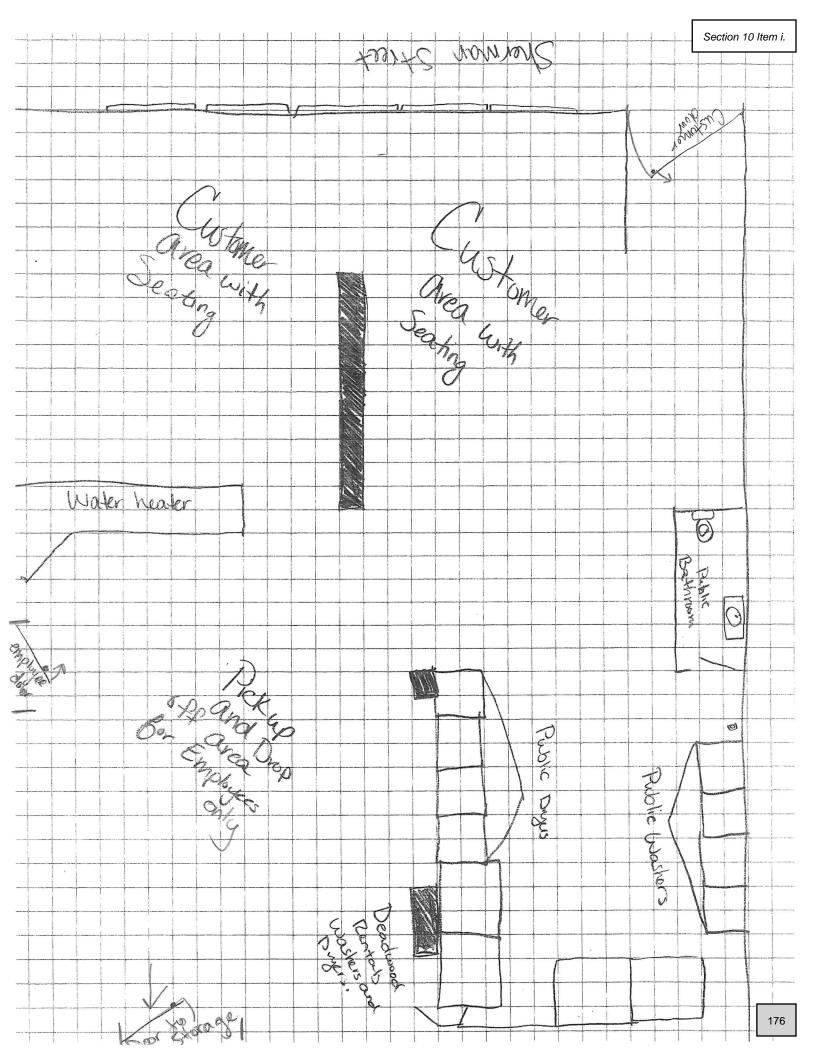
Respectfully, Trinity Conrad Conrad Companies, LLC 605-920-9266

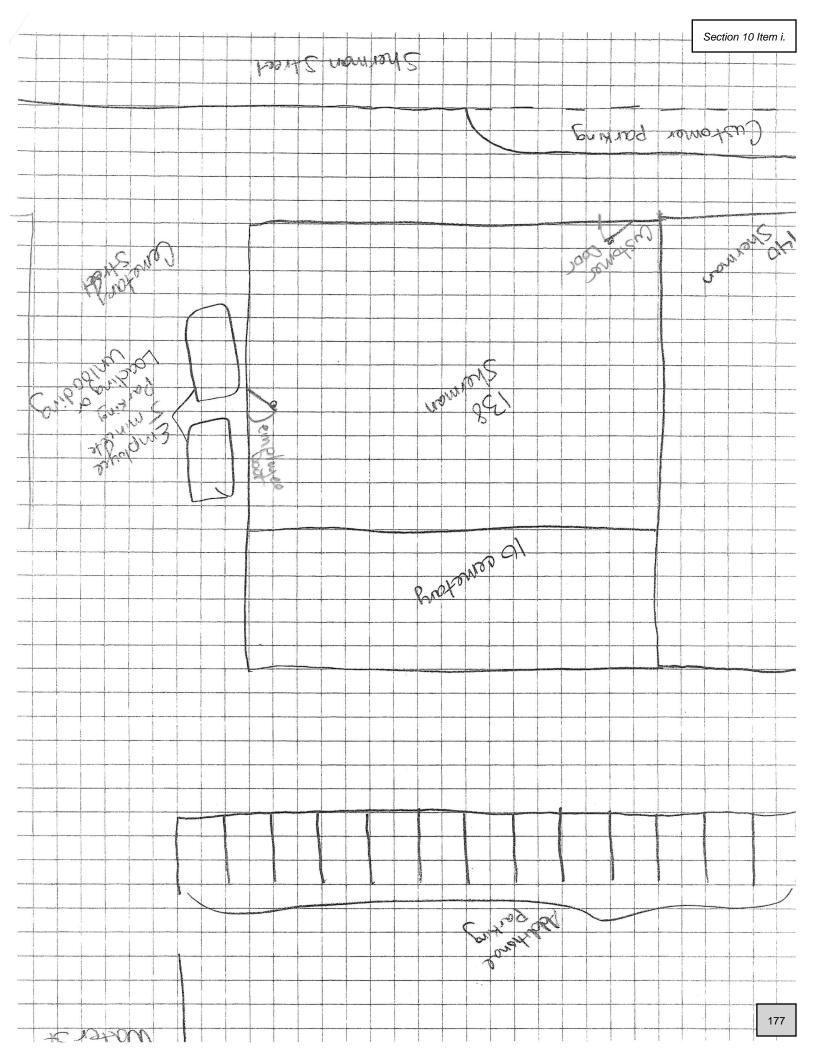
conradcompaniesllc@gmail.com

Tim Conrad

605-920-1214

Deadwoodelectric@rushmore.com





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

Public Notification

Date: July 31, 2025

To: Deadwood Property Owner / Resident

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

RE: Request for Conditional Use Permit for Laundromat

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Laundromat as allowed under Section 17.32.030 Conditional Uses.

APPLICANT(S): Deadwood Laundry Co.

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.

ADDRESS: 138 Sherman Street

NOTICE IS FURTHER GIVEN that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, August 20, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted. A public hearing will also be held by the Deadwood City Commission at 5:00 p.m. on Monday, September 1, 2025, at the same location.

NOTICE IS FURTHER GIVEN, that the proposed request for a Laundromat is on file and available for public examination at the Deadwood Planning and Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

ANY interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the applications for a Conditional Use Permit and to inform you of the type of use being requested.

If you have any questions, please feel free to contact our office at 605-578-2082.

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT

City of Deadwood Board of Adjustment Deadwood, South Dakota 57732

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Laundromat as allowed under Section 17.32.030 Conditional Uses.

APPLICANTS: Deadwood Laundry Co.

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.

ADDRESS: 138 Sherman Street

ZONE: C1 - Commercial

NOTICE IS FURTHER GIVEN that said application will be heard by the Board of Adjustment within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Tuesday, September 2, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

NOTICE IS FURTHER GIVEN, that the proposed request for a Laundromat is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

ANY interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

Dated this 21st day of August, 2025.

City of Deadwood, Lawrence County, South Dakota

Kevin Kuchenbecker

Planning, Zoning and Historic Preservation Officer

PUBLISH: Black Hills Pioneer: Date

Published once at the total approximate cost of \$ _____



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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 2, 2025
From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

To: Board of Adjustment

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

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.

COMPLIANCE:

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

According to Deckard – Rentalscape the property was booked 194 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 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 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 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 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.

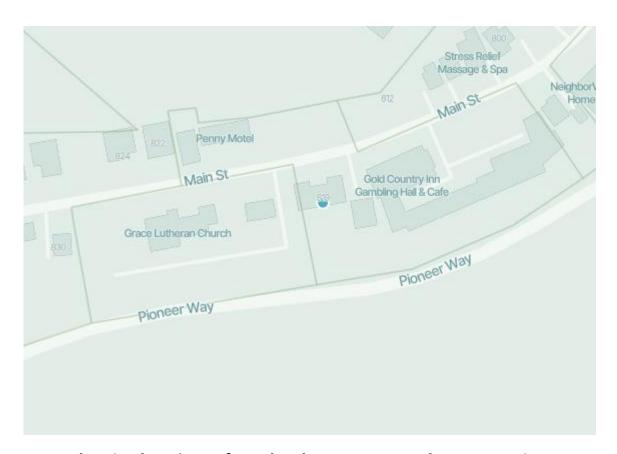
If approved for continued use, staff recommends the following conditions be met:

- 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.

Conditional Use Permit Review – Vacation Home Establishment 819 Main Street September 2, 2025

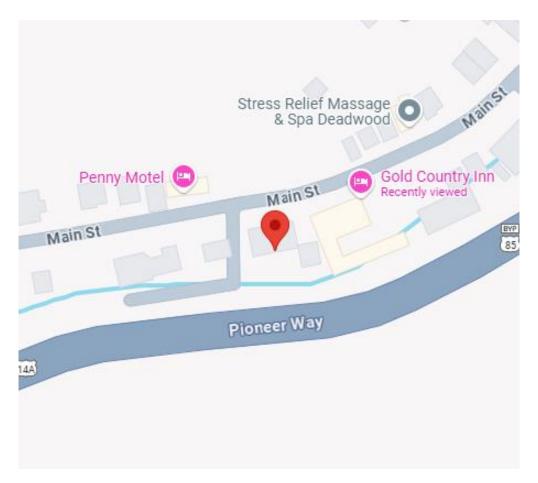
ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission August 20, 2025).



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





Map showing location of 819 Main Street, Deadwood, SD 57732





Aerial photo of 819 Main Street, Deadwood, SD 57732







Zoning map showing 891 Main Street, Deadwood, SD 57732

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

Rare Hideaway on Main, Retro unit

♡ Save











Entire rental unit in Deadwood, South Dakota

6 guests \cdot 2 bedrooms \cdot 3 beds \cdot 2 baths

★ 4.82 · <u>111 reviews</u>



Hosted by Trinity

Superhost · 9 years hosting



Self check-in

Check yourself in with the smartlock.



Walkable area

This area is easy to get around.

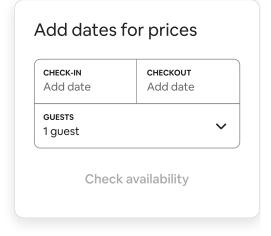


Trinity is a Superhost

Superhosts are experienced, highly rated Hosts.

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 backyard space for outdoor relaxation or activitie...



Report this listing

Show more

Where you'll sleep





Bedroom 1 1 king bed, 1 air mattress

Bedroom 2
1 queen bed

What this place offers

Kitchen

্কি Wifi

Free parking on premises

‰ Pets allowed

TV with standard cable

Central air conditioning

Bathtub

Patio or balcony

Backyard

Children's books and toys

Show all 50 amenities

Add your travel dates for exact pricing

	July 2025							August 2025					
S	М	Т	W	Т	F	S		S	М	Т	W	Т	
		1	2	3	4	5							
6	7	8	9	10	11	12		3	4	5	6	7	
13	14	15	16	17	18	19		10	11	12	13	14	
20	21	22	23	24	25	26		17	18	19	20	21	:
27	28	29	30	31				24	25	26	27	28	2

31



★ 4.82 · 111 reviews

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	4.8	4.8	5.0	4.9	5.0	4.8
4						
3	₹"	\bigcirc	0		m	(°)
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Emily

9 years on Airbnb

★★★★ · September 2024 · Stayed a few nights

Trinity's place was a wonderful and relaxing stay. The bed was extremely comfortable and the kitchen was adorable! It was an easy walk to the main part of Deadwood. Will definitely be back next time we are in the area!

Show more



Heather

1 year on Airbnb

★★★★ · July 2024 · Stayed a few nights

We had a great stay everything we needed for the stay was at the Airbnb. The place was very clean and comfortable and easy to access the area of Deadwood lots within walking distance. The retro unit we stayed in was great for us due to two couples being able to have a private space with are own rooms/ bathrooms! It was also very well priced. Thanks for having us we woul...

Show more



Katie 9 years on Airbnb

★★★★ · September 2024 · Stayed with a pet

We loved the apartment. The back yard was convenient and quiet for our dogs. Being able to walk into town was perfect for us. It's a quick easy walk.



Rob

Denver, Colorado

★★★★ · January 2025 · Stayed with a pet

Trinity's listing was perfect for our New Year's trip to Deadwood. We would stay again.



Jeremiah

Prior Lake, Minnesota

 $\star\star\star\star\star$ · August 2024 · Stayed about a week

Great place for the rally. Walking distance to downtown deadwood. Will be back!



Suzanne

Casper, Wyoming

**** · November 2024 · Stayed a few nights Great place, would definitely stay again

Show all 111 reviews

Learn how reviews work

Where you'll be

Deadwood, South Dakota, United States









Verified location

Days of '76 Museum 👜

Section 10 Item j.

Google

Map data ©2025 Google 500 m

Report a map error

We verified that this listing's location is accurate. Learn more

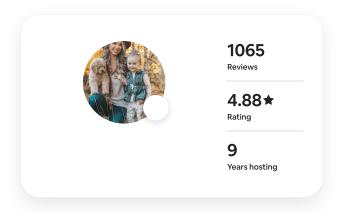
Neighborhood highlights

Location & Neighborhood:

Nestled in the historic Upper Main neighborhood, our property is located in one of Deadwood's most prominent areas, once...

Show more >

Meet your host





Born in the 90s



My work: Self employed

Hello! I was born and raised in Deadwood, SD and continue to live here year round. I thoroughly enjoy hosting Airbnb properties to everyone coming to visit our little piece of paradise. I got started on Airbnb in 2016 to rent my house out while traveling for work, and I've been fortunate to grow it into a multi-property, superhost Operation. I am a professional traveling aerialist/stunt performer, own 7 local businesses (Deadwood Rentals, The Dungeon Bar, Live It Up aerial studio, Deadwood Growhouse, Hickoks Casino, Bullock Casino, and Cabo Conrad, Costa Rica) with several other Airbnb properties in town. I also am a single mom to the sassiest two year old around, Lavender Rae and her new golden doodle pup, Honey B. The support of all of YOU enables my businesses to do sponsorships such as: - Local Meals and wheels -Veterans of America -Silver sponsors of Local youth sports teams. -yearly food/health sponsorship of Elders in Guatamala (sharing the Dream) - Scholastic Sponsorship at local Elementary school - and Dozens of local Gofundme fundraisers and Benefits. Thank you for supporting my small business! Don't hesitate to ask about the other properties or any questions about the area. The Black Hills is a wonderful place to visit!

Trinity is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 2, 2025
From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

To: Board of Adjustment

RE: Annual Review - Conditional Use Permit – Bed and Breakfast

Establishment

APPLICANT(S): Burlington B&B

PURPOSE: Annual Review – Conditional Use Permit – Bed and

Breakfast Establishment

ADDRESS: 7 Burlington Street

Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lots 3 and 4 of Peck's Garden subdivision of part of

Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof.

FILE STATUS: Legal obligations remain in compliance.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning: Surrounding Land Uses:

North: R2 – Multi-Family Residential Residential
South: R1 – Residential Residential
East: R1 – Residential Residential
West: R2 – Multi-Family Residential Residential

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 July 1, 2023, to operate a Bed and Breakfast Establishment at 7 Burlington Street.

The subject property is located within the Peck's Garden neighborhood and is surrounded by single and multi-family properties.

FACTUAL INFORMATION

- 1. The property is currently zoned R1 Residential District.
- 2. The subject property has access from Burlington Street.
- 3. The subject property is located within a medium density land use classification on the adopted Zoning Map.
- 4. The property is not in a Flood Zone.
- 5. Adequate public facilities are available to serve the property.
- 6. The area is characterized by single-family and multi-family dwellings.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Bed and Breakfast Establishment and City regulations permit Bed and Breakfast Establishments in R1 – Residential Districts with an approved Conditional Use Permit. The subject property is a one (1) bedroom, one (1) bath guest house located on the subject property. Renters can park in a driveway located on the property.

"Bed and Breakfast Establishment" means:

Any building run by an operator that is used to provide accommodation for a charge to the public, with at most five (5) rental units for up to an average of ten (10) guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota.

COMPLIANCE:

This Bed & Breakfast Establishment has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 71 nights in the past 12 months and is listed as a guest favorite on AirBnB.

No complaints are on record for this establishment.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any case under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission shall consider, among other things, the following facts: A. The Conditional Use is 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 should not significantly affect the neighborhood if the applicant continues to abide 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 use: (a) the use in the current 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 use.

The subject area is zoned R1- Residential District and is intended to provide locations for medium density, residential development commensurate with an urban area. The use as a Bed and Breakfast Establishment has not resulted in an over-concentration of Short-Term Rentals in this area.

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 continued use should not result 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 Conditional Use increases the proliferation of nonconforming uses as well as previously 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 types 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 Conditional Use in the proposed area has been adequately served by and has not imposed an undue burden on any of the improvements, facilities, utilities, and services specified in the 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. In the R-1 Residential District and/or R2 Multi-Family Residential District, Conditional Use Permits granted shall be temporary in nature, except for townhouses, condominiums and multi-family dwellings, and shall be granted to a designated person who resides at the residential address. They are not transferable from person to person or from address to address.
- B. Following the issuance of a Conditional Use Permit, such permit may be amended, varied or altered only pursuant to the standards and procedures established by ordinance for its original approval.
- C. 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 a 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.
- D. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and on an annual basis and place additional stipulations to mitigate a problem.
- E. Any use permitted under the terms of any Conditional Use Permit shall be

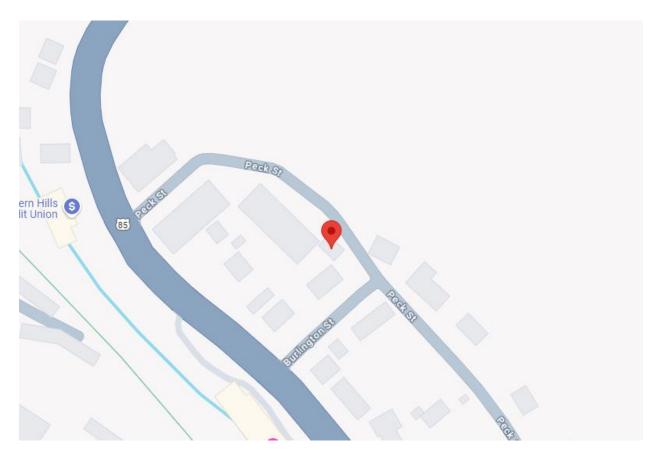
- established and conducted in conformity with the terms of such a permit and of any conditions designated in connection herewith.
- F. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, the permit shall expire and be canceled 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 continuation of the Conditional Use Permit is approved, staff will continue to recommend the following conditions:

- 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. The Bed and Breakfast must be owner occupied.
- 3. Proof of a state sales tax number from the South Dakota Department of Revenue has been provided to the Planning and Zoning Office for their files.
- 4. The Building Inspector has inspected the building, and it meets applicable building codes.
- 5. City water and sewer rates are to remain at commercial rates.
- 6. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 7. City of Deadwood Business and Short-Term Rental Licenses have been maintained.
- 8. A Lodging License from the South Dakota Department of Health has been maintained.
- 9. All parking shall remain off street.

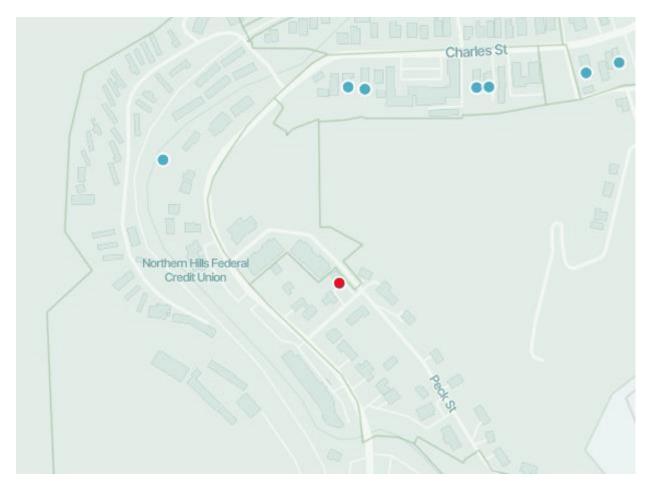
ACTION REQUIRED FOR CONTINUED USE OF CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission August 20, 2025)



Map showing location of 7 Burlington Street.





Map showing locations of nearby Short-Term Rentals to 7 Burlington Street.





Aerial photo of 7 Burlington Street.







Zoning map of 7 Burlington Street, Deadwood, SD 57732

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

Burlington Bunkhouse

♡ <u>Save</u>









12

Reviews



Entire home in Deadwood, South Dakota

4 guests \cdot 1 bedroom \cdot 2 beds \cdot 1 bath

Guest 5.0 favorite *****

Hosted by Jay
2 years hosting

Top 10% of homes

0

This home is highly ranked based on ratings, reviews, and reliability.

Self check-in
Check yourself in with the lockbox.

Beautiful and walkable
This area is scenic and easy to get around.

Prices include all fees

Add dates for prices

CHECK-IN CHECKOUT Add date

GUESTS
1 guest

Check availability

Report this listing

The Burlington Bunkhouse is located a half mile from Deadwood's Main Street in a quiet neighborhood. The trolley stop for hitching a ride downtown is half a block away and the Mickelson Trail for exploring or walking to Main Street is a block away. The quaint home is the perfect get away for enjoying the Black Hills and all that it offers. There is a covered porch to enjoy the great view. The kitchen, dining, and living area are spacious and bright for resting after a long day.

•••

Show more

Where you'll sleep



Bedroom

1 queen bed, 1 sofa bed

What this place offers



휾 Wifi

Free driveway parking on premises – 2 spaces

Ū T∨

Free washer – In unit

Free dryer – In unit

☼ Central air conditioning

Private patio or balcony

Private backyard – Not fully fenced

Children's books and toys

Show all 52 amenities

Select check-in date

Add your travel dates for exact pricing

	June 2025						July 2025					
S	М	Т	W	Т	F	S	S	М	Т	W	Т	F
1	2	3	4	5	6	7			1	2	3	4
8	9	10	11	12	13	14	6	7	8	9	10	11
15	16	17	18	19	20	21	13	14	15	16	17	18
22	23	24	25	26	27	28	20	21	22	23	24	25
29	30						27	28	29	30	31	





Guest favorite

This home is in the **top 10%** of eligible listings based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	5.0	5.0	5.0	5.0	4.9	4.9
4						
2	₹	\bigcirc	Q	\Box		\bigcirc



:::::

Chloe 3 years on Airbnb

★★★★ · March 2025 · Stayed a few nights

Absolutely incredible stay! The place was spotless, beautifully decorated, and had everything we needed. The host was super responsive and went above and beyond to make sure we were comfortable. The location was perfect!. We'd stay here again in a heartbeat! Highly recommend!

Show more

6/4/25. 9:52 AM



Section 10 Item k.

★★★★ · 1 week ago · Stayed a few nights

We had such a wonderful stay—the place was absolutely perfect! It was just as pictured and described. We also walked in to the amazing scent of fresh-cut lilacs—my favorite flower, and treats. It was such a thoughtful and beautiful touch! We were hoping to book again for Kool Deadwood Nights and were a little disappointed to see it was already reserved, we understand why though. We come ...

Show more



Gracie 3 years on Airbnb

★★★★ · August 2024 · Stayed about a week

Jay's place was great! Every room in the house was very clean and spacious. Full size kitchen was great! Large closet in bedroom was great! Very convenient having washer and dryer. Location was great, extremely close to trolley pick up, 1 mile walk to Mainstreet and so close to Michaelson trail. We had a great stay in beautiful Deadwood!

Show more



LeslieLexington, Kentucky

★★★★ · June 2024 · Stayed a few nights

If you are going to Lead, Deadwood, or any surrounding area, this is a great place to stay. It is an awesome bunkhouse with room and a kitchen and a fantastic location. It was very clean, neat and quiet. This is a 5-star pace to stay in the area and the response from owners was top-notch. Could have asked for anything else. Loved this place.

Show more



David Des Moines, Iowa

★★★★ · July 2024 · Stayed a few nights

my wife and i ha e brought our kids and extended family to Deadwood for 7 years. As our family has grown we have needed an additional place to stay. Jay's house is as amazing as it looks in the pictures. From the moms t we walked in it felt like our home away from home. So comfortable and quiet. Everything was perfect. We will definitely stay here again next yer(if it's not fully rented alread...

Show more



Hervy Annapolis, Maryland

★★★★ · October 2024 · Stayed a few nights

My wife and I had the pleasure of staying at Jay and Pam's beautiful home in Deadwood, and it was truly a phenomenal experience! From the moment we arrived, we were captivated by the cozy ambiance and stunning decor that perfectly suited the charming character of the area. The home provided a warm retreat after our daily adventures in the vibrant town....

Show more

Show all 12 reviews

Learn how reviews work

Where you'll be

Deadwood, South Dakota, United States



Meet your host



O Born in the 60s

Where I went to school: Lead-Deadwood School District

My wife and I were both born and raised in Deadwood. The Black Hills has so much to offer. The trails to hike, lakes to fish, woods to hunt, and golf courses to conquer are just a few of the activities we love. Deadwood offers so many great events and concerts. Sharing our area with others is a passion we both enjoy. And you can't beat the people. South Dakotans are friendly and helpful. We love our town!

Host details

Response rate: 100%

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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 2, 2025
From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

To: Board of Adjustment

RE: Annual Review - Conditional Use Permit - Vacation Home

Establishment

APPLICANT(S): Owson Properties, LLC (Mike Sneesby)

PURPOSE: Annual Review – Conditional Use Permit – Vacation

Home Establishment

ADDRESS: 64 Cliff Street

Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lot X2 of Riverside Addition City of Deadwood,

Lawrence County, South Dakota, formerly Lot X of Riverside Addition located in the NE ¼ of Section 27,

T5N, R3E, B.H.M.

FILE STATUS: Legal obligations are being met.

ZONE: CH – Commercial Highway

STAFF FINDINGS:

Surrounding Zoning: Surrounding Land Uses:

North: CH – Commercial Highway Business
South: CH – Commercial Highway Residence
East: CH – Commercial Highway Highway

West: CH – Commercial Highway Business/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 August 1, 2023, to operate a Vacation Home Establishment at 64 Cliff Street.

The subject property is located on Cliff Street and is surrounded by residences, businesses and bordered by a highway.

FACTUAL INFORMATION

- 1. The property is currently zoned CH Commercial Highway.
- 2. The subject property has access from Cliff Street.
- 3. The subject property is located within a zone intended to provide locations for commercial use.
- 4. The property is in the floodplain.
- 5. Adequate public facilities are available to serve the property.
- 6. The area is characterized by a mixture of residences and businesses.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in CH - Commercial Highway Districts with an approved Conditional Use Permit. The subject property is a two (2) bedroom, one (1) bath home. Renters can park in three (3) parking spaces in the driveway.

"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 105 nights in the past 12 months and is listed as a guest favorite on AirBnB with 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 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 CH– Commercial Highway District and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking.

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 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 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 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

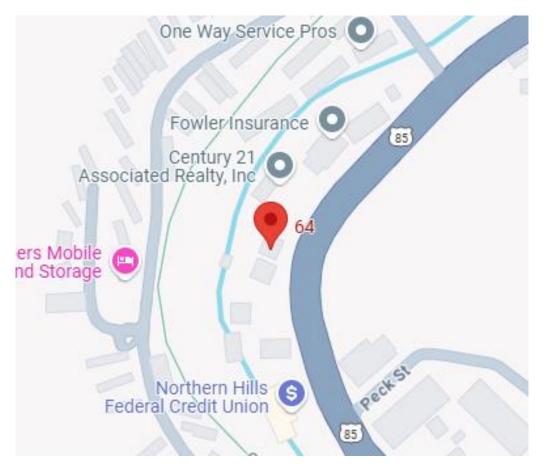
thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved for continued use, staff recommends 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 from the South Dakota Department of Labor 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 and are active.
- 7. A Lodging License from the South Dakota Department of Health has been maintained and is active.
- 8. All parking shall remain off-street.
- 9. Burn permits will not be issued for this location.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission August 20, 2025).



Map showing location of 64 Cliff Street, Deadwood, SD 57732



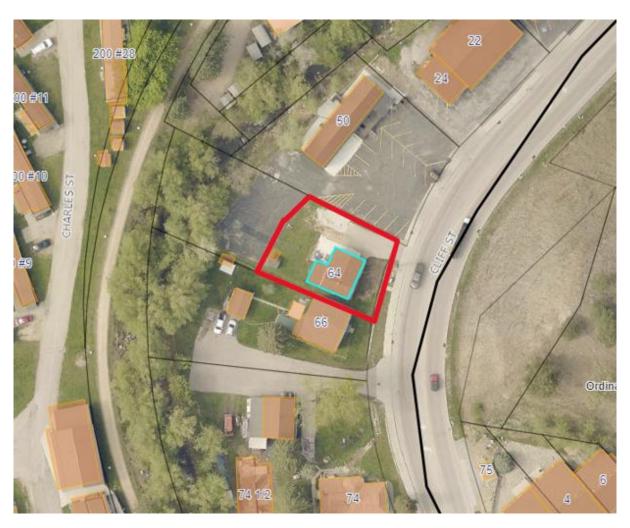




Zoning map showing 64 Cliff Street, Deadwood, SD 57732

Zoning Legend

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



Aerial photo of 64 Cliff Street, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 64 Cliff Street.



The Yellow Door!

♡ <u>Save</u>











Entire home in Deadwood, South Dakota

6 guests \cdot 2 bedrooms \cdot 3 beds \cdot 1 bath

Guest 5.0 38 favorite **** Reviews



Hosted by Michael

 ${\it Superhost} \cdot {\it 3 years hosting}$



Top 5% of homes

This home is highly ranked based on ratings, reviews, and reliability.



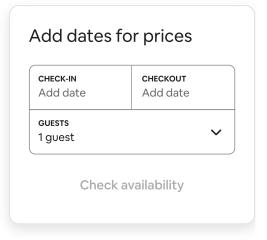
Exceptional check-in experience

Recent guests gave the check-in process a 5-star rating.



Comfy bed for better sleep

The room-darkening shades and extra bedding are loved by guests.



Report this listing

Make "The Yellow Door' your home away from home. Centrally located in the heart of Deadwood, this lovely home has everything you need to enjoy your stay. Whether you are here to gamble at one of Deadwood's 30 casinos or here to enjoy its rich history of the Wild West.

1 block from nearest trolley stop.

sleeps 6

Full kitchen with all the amenities, BBQ Grill on the patio and lounge area. Trailer parking on-site, no pets, no smoking!...

Show more

What this place offers

₩ Kitchen

্কি Wifi

凸 Dedicated workspace

Free parking on premises

___ TV

🚫 Washer

Free dryer – In building

Air conditioning

Bathtub

Patio or balcony

Show all 43 amenities

Select check-in date

Add your travel dates for exact pricing

S M T W T F S S M T W

August 2025

July 2025

Section 10 Item I.

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5.0

Guest favorite

This home is in the **top 5%** of eligible listings based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	5.0	5.0	5.0	5.0	4.9	5.0
4						
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Katelyn

Pittsburgh, Pennsylvania

★★★★ · May 2025 · Stayed a few nights

We loved everything about The Yellow Door! It's the perfect little get away home, its super clean and spacious. It has everything you need and more. The house is in a nice quiet area, but close enough to walk to downtown Deadwood. Michael was a great host, gave clear easy instructions and responded at a reasonable time. 10/10, would stay again and I recommend!

Show more

Michelle

Sioux Falls, South Dakota

★★★★ · April 2025 · Stayed a few nights

Cute cozy house just outside of all the hustle and bustle but still close enough to walk. There was a trolley available but too nice not to walk. I received clear to-the-point instructions (some of them get to be a lot of reading so I appreciated that) the day of. Had no issues whatsoever!

Show more

Section 10 Item I.

Derek

Saint Paul, Minnesota

★★★★ · 2 weeks ago · Stayed a few nights

Great location everything is with in walking distance. Very clean and comfortable house. Glad we stayed here.

Emily

7 years on Airbnb

★★★★ · March 2025 · Stayed a few nights

We stayed here for a short weekend in Deadwood. It was the perfect location to not be on the historic Main Street, but a quick 3 minute drive down the street. Very easy to find and a perfect house for my husband & I traveling with my parents! Would definitely stay again.

Show more

McKenna

Salt Lake City, Utah

★★★★ · March 2025 · Group trip

This place was perfect for our St Paddy's weekend! Super close to the trolley stops, but still walkable to the Main Street if you choose not to take the trolley. And it was a great place for the price. Would definitely book again!

Show more

Jarrod

Dayton, Wyoming

★★★★ · January 2025 · Stayed a few nights

Michaels place is close enough to walk downtown if that's what you have planned, there are also trolleys that stop pretty close bye. The place is cozy quite and has good views.

Show all 38 reviews

Learn how reviews work

Where you'll be

Deadwood, South Dakota, United States

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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 2, 2025
From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

To: Board of Adjustment

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: Surrounding Land Uses:

North: R1 – Residential Residential

South: PU – Public Use Open Space/Trail

East: C1 - Commercial Businesses
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 132 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 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 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 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.

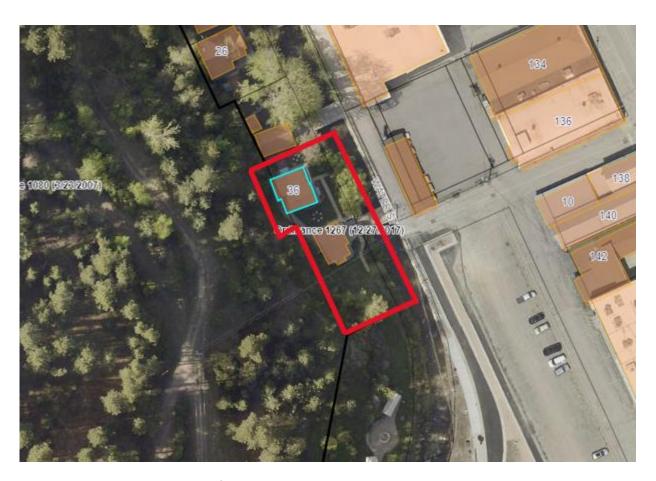
If approved for continued use, staff recommends the following conditions be met:

- 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.

Conditional Use Permit Review – Vacation Home Establishment 36 Water Street September 2, 2025

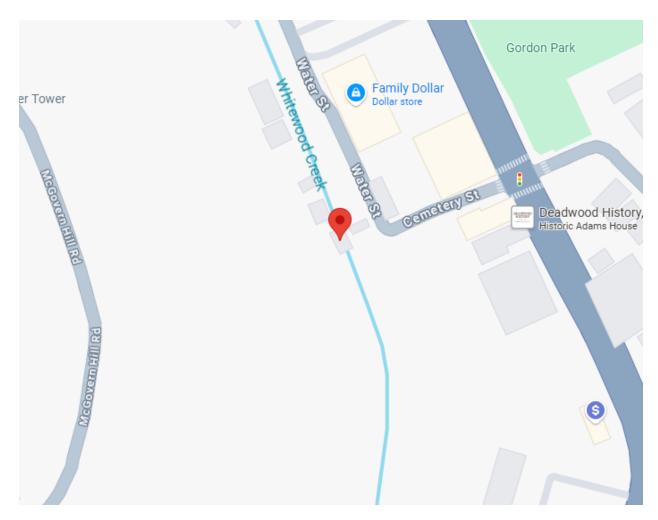
ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (Approved by Planning and Zoning Commission August 20, 2025).



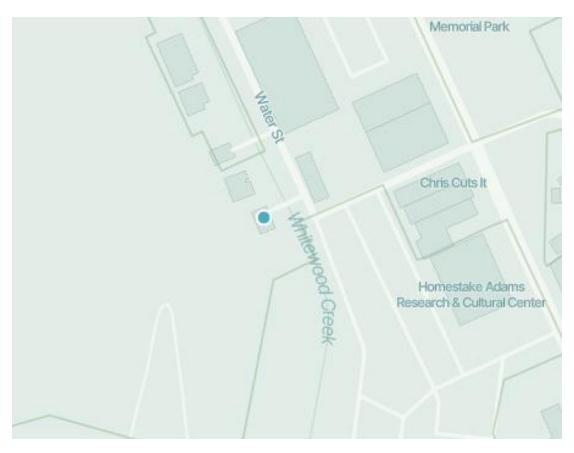
Aerial photo of 36 Water Street, Deadwood, SD 57732





Map showing location of 36 Water Street, Deadwood, SD 57732.





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







Zoning map showing 36 Water Street, Deadwood, SD 57732

Zoning Legend

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

Historic Creekside Home Dwtn Deadwood w/ Hot Tub

∴ Share

♡ Save











Add date

Entire home in Deadwood, South Dakota

14 guests \cdot 3 bedrooms \cdot 9 beds \cdot 2 baths

★ 4.87 · <u>297 reviews</u>



Hosted by Trinity

Superhost · 9 years hosting

Self check-in

Check yourself in with the keypad.

O Walkable area

Guests say this area is easy to get around.

Mountain view

Soak up the view during your stay.

This gorgeous property is just a block from Main Street, and Deadwood Mountain Grand, making it a fantastic location for all guests. Whether you're planning a family vacation, a quiet getaway with your significant other, or a fun filled weekend with friends, we can accommodate you! The Mickelson Trail also begins directly adjacent to this property. Perfect for Bikers, hikers, snowmobilers, or adventure seekers. After a long day of activities, step out the kitchen porch into the 7-person hot tub.

Add dates for prices

CHECK-IN CHECKOUT

guests 1 guest

Add date

Check availability

Report this listing

..

Show more

Where you'll sleep









Bedroom 11 king bed, 1 double bed, 1 single bed

Bedroom 2
1 queen bed

What this place offers

- Mountain view
- 队 Kitchen
- ্কি 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

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27	28	29	30	31			24	25	26	27	28	4

31



★ 4.87 · 297 reviews

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	4.8	4.8	5.0	4.9	4.9	4.8
4						
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Scott

Houston, Minnesota

★★★★ · 2 weeks ago · Group trip

This was a great location for exploring the city of Deadwood. It is an easy 5 minute walk to all the restaurants and shops in Deadwood. It is also right at the trailhead for the Mickelson Trail. The actual driveway has limited space, but there is ample free public parking right across the street. The owner was very responsive and quickly answered our questions about parking for ...

Show more



Kinsley Chadron, Nebraska

★★★★ · May 2025 · Group trip

This place is great if you have a bigger group staying in deadwood! It is in a great location and everything we wanted to do was a very short distance! It also was far enough off the main drag to be nice and peaceful.

Show more

Section 10 Item m.



Lynda 4 years on Airbnb

★★★★ · **September 2024** · Stayed with a pet

What a great location!!! The king and queen beds were amazing! The bunk bed mattress was a little less amazing but still not terrible! The hot tub had a little too much of a chemical smell in it so we didn't use that but it was nice and hot when we arrived! The place was spotless and very comfortable. Would recommend and would stay here again!!!

Show more



Kathy 1 year on Airbnb

★★★★ · July 2024 · Stayed a few nights

it was our first sisters trip. I picked Deadwood because I was there 10 years ago and always wanted to go back. The air B&B I chose was perfect. Trinity was an awesome host, we had everything we needed. It was walking distance to all the shops, restaurants. Coffee in the morning while relaxing in the hottub. Thank you for letting us enjoy and stay in your beautiful home.

Show more



Jen Plymouth, Michigan

★★★★ · 1 week ago · Group trip

This home exceeded our expectations with its cleanliness, coziness and charm. We fell in love with Deadwood and will be back!! 10/10 recommend staying here!!



Joan 7 years on Airbnb

**** · September 2024 · Group trip

Annual girls trip to the Black Hills and we all enjoyed the time at Trinity's. The location is very close to restaurants, coffee shops, trolley and the downtown area. Enough room for all 7 of us to be comfortable and safe. Only suggestion we have is to be certain to read the descriptions of the bedrooms and not rely on the sketch pictures of the rooms so you know how many be...

Show more

Show all 297 reviews

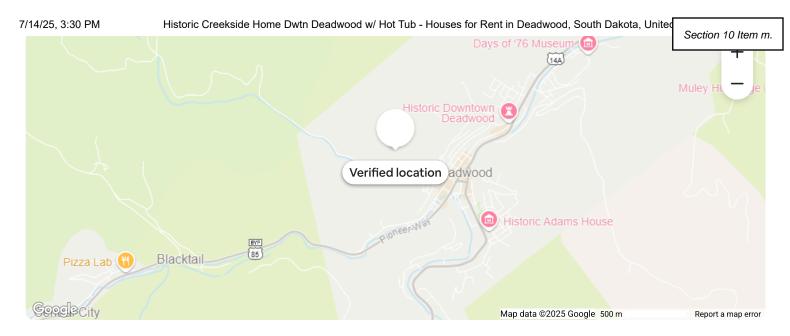
Learn how reviews work

Where you'll be

Deadwood, South Dakota, United States



∠7



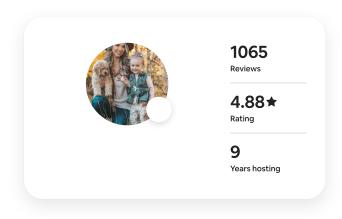
We verified that this listing's location is accurate. Learn more

Neighborhood highlights

Very small creekside neighborhood with only 3 other houses on this street. Only one direct neighbor with a privacy fence between. The other side of the property is the start of Mickelson trail. Located behind the Family Dollar building.

Show more >

Meet your host



Q Born in the 90s

My work: Self employed

Hello! I was born and raised in Deadwood, SD and continue to live here year round. I thoroughly enjoy hosting Airbnb properties to everyone coming to visit our little piece of paradise. I got started on Airbnb in 2016 to rent my house out while traveling for work, and I've been fortunate to grow it into a multi-property, superhost Operation. I am a professional traveling aerialist/stunt performer, own 7 local businesses (Deadwood Rentals, The Dungeon Bar, Live It Up aerial studio, Deadwood Growhouse, Hickoks Casino, Bullock Casino, and Cabo Conrad, Costa Rica) with several other

Section 10 Item m.

Airbnb properties in town. I also am a single mom to the sassiest two year old around, Lavender Rae and her doodle pup, Honey B. The support of all of YOU enables my businesses to do sponsorships such as: - Local Meals and wheels -Veterans of America -Silver sponsors of Local youth sports teams. -yearly food/health sponsorship of Elders in Guatamala (sharing the Dream) - Scholastic Sponsorship at local Elementary school - and Dozens of local Gofundme fundraisers and Benefits. Thank you for supporting my small business! Don't hesitate to ask about the other properties or any questions about the area. The Black Hills is a wonderful place to visit!

Trinity is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Host details

Response rate: 100% Responds within an hour

Message host



To help protect your payment, always use Airbnb to send money and communicate with hosts.

Things to know

House rules

Check-in after 4:00 PM

Checkout before 11:00 AM

14 guests maximum

Show more > Safety & property

Exterior security cameras on property

Pool/hot tub without a gate or lock

May encounter potentially dangerous animal

Show more > Cancellation policy

Add your trip dates to get the cancellation details for this stay.

Add dates >

Support

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

BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: September 2, 2025
From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

To: Board of Adjustment

RE: Annual Review - Conditional Use Permit - Specialty Resort

APPLICANT(S): Can Am 85 VRBO-RV (Brad Kooiker)

PURPOSE: Annual Review – Conditional Use Permit – Specialty

Resort

ADDRESS: 20577 Highway 85

Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lot A in Lot H2 of H.E.S. No. 613 in the NE ¹/₄ of

Section 11, T5N, R3E, BHM, Lawrence County, South

Dakota

And

Lot C in H.E.S. No. 613 in the NE ¼ of Section 11, T5N, R3E, BHM, City of Deadwood, Lawrence County,

South Dakota.

FILE STATUS: Legal obligations are being met.

ZONE: CH – Commercial Highway

STAFF FINDINGS:

Surrounding Zoning: Surrounding Land Uses:

North: CH – Commercial Highway Business

South: R1 – Residential District Undeveloped Land

East: N/A Highway

West: N/A Black Hills National Forest

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. A Conditional Use Permit was issued on August 7, 2023, to operate a Specialty Resort at 20577 Highway 85.

The subject property is located on Highway 85 and is surrounded by properties zoned Commercial Highway, Residential, and properties located outside of Deadwood City limits.

FACTUAL INFORMATION

- 1. The property is currently zoned CH Commercial Highway.
- 2. The subject property has access from Highway 85.
- 3. The subject property is located within a zone intended to provide locations for commercial use.
- 4. The property is not in a Flood Zone.
- 5. Adequate public facilities are available to serve the property.
- 6. The area is characterized by a mixture of business, highway and undeveloped land.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Specialty Resort and City regulations permit Specialty Resorts in CH - Commercial Highway Districts with an approved Conditional Use Permit. The subject property is a three (3) bedroom, two (2) bath home. Renters can park in community parking spaces on the property. RV parking is also available.

"Specialty Resort" means:

Any Bed and Breakfast Establishment, lodge, dude ranch, resort, building or buildings used to provide accommodations or recreation for a charge to the public, with no more than ten (10) rental units for up to an average of twenty (20) guests per night and in which meals are provided to only guests staying at the Specialty Resort as defined and permitted by the State of South Dakota.

COMPLIANCE:

This Specialty Resort has been in continual use over the last 12 months.

According to Deckard – Rentalscape the property was booked 111 nights in the past 12 months and is listed as a guest favorite on AirBnB with 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 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 CH- Commercial Highway District and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking.

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 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 not have other 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 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.

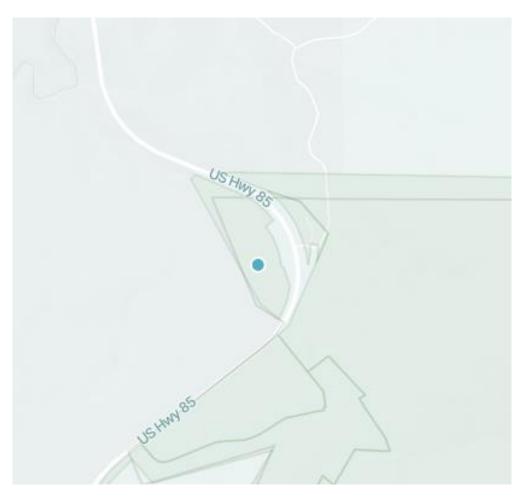
- D. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such a permit and of any conditions designated in connection therewith.
- E. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, 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.

If approved for continued use, staff recommends 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. State of South Dakota 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. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 5. City of Deadwood Business License has been maintained.
- 6. Provide a copy of Lodging License from the South Dakota Department of Health to the Planning and Zoning Office for their files on an annual basis.
- 7. All parking shall be off street.
- 8. Burn permits will not be issued for this location.

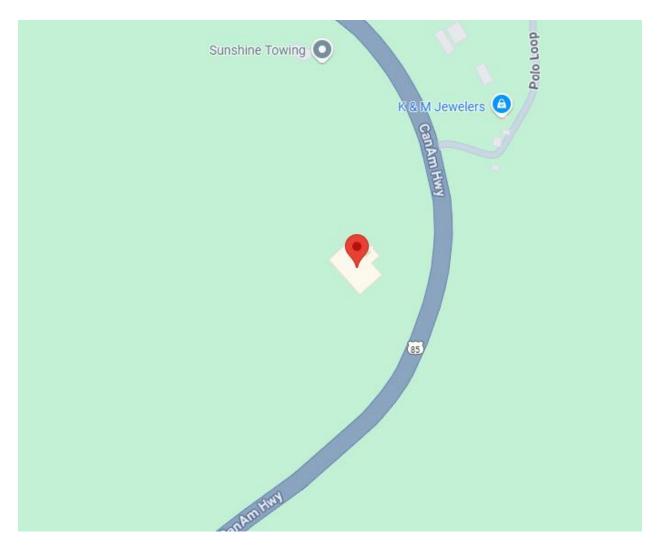
ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission August 20, 2025).



Map showing locations of nearby Short-Term Rentals to 20577 Highway 85.

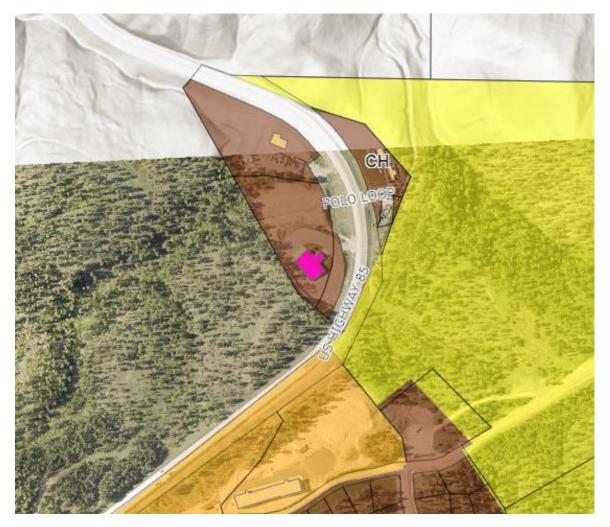




Map showing location of 20577 Highway 85, Deadwood, SD 57732







Zoning map showing 20577 Highway 85, Deadwood, SD 57732

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

Modern Deadwood Apt with Mountain Views & Grill!

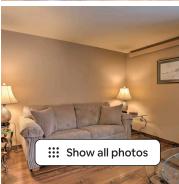
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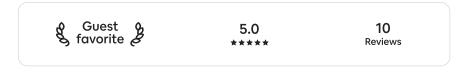






Entire rental unit in Deadwood, South Dakota

4 guests \cdot 1 bedroom \cdot 2 beds \cdot 1.5 baths





Hosted by Evolve

8 years hosting

Self check-in

Check yourself in with the keypad.

O Unbeatable location

100% of guests in the past year gave this location a 5-star rating.

Exceptional host communication

Recent guests gave Evolve a 5-star rating for communication.

Add dates for prices

CHECK-IN
Add date
CHECKOUT
Add date
GUESTS
1 guest

Check availability

Report this listing

Start planning your trip to the Black Hills with this alluring apartment as the launching point for all your excursions! This 1-bedroom, 1.5-bathroom vacation rental boasts a chic interior, a full kitchen, and plenty of entertainment space for some family bonding! When you're ready for adventure, you'll be in the best spot to access Deadwood's historic sites and natural beauty, Sturgis events, and must-see spots like Crazy Horse Memorial and Mount Rushmore National Memorial.

•••

Show more

Where you'll sleep



Bedroom

1 king bed



Common space

1 sofa bed

What this place offers

Kitchen

🥏 Wifi

Free residential garage on premises

□ TV

Washer

Oryer

☼ Central air conditioning

📓 Indoor fireplace

Hair dryer

Exterior security cameras on property

Show all 33 amenities

Select check-in date

Add your travel dates for exact pricing

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Guest favorite

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

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
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Trudy

King William, Virginia

 $\star\star\star\star\star$ · 1 week ago · Stayed a few nights

7/9/25, 4:21 PM

Modern Deadwood Apt with Mountain Views & Grill! - Apartments for Rent in Deadwood, South Dakota, United

Section 10 Item n.

We had the most spectacular experience all the way around. I do not say that often. The location was perfect to everything we wanted the space was perfect for us. Clean and fresh. The host was awesome the grounds beautiful. When I head back to the area I would absolutely stay here again. Just perfect.

Show more

Kris

5 years on Airbnb

★★★★★ · 3 weeks ago · Stayed a few nights

Great place to stay! Very clean and the owners were great to work with! Close to Deadwood, so that was great!

Kim

Platteville, Colorado

★★★★ · September 2024 · Stayed a few nights

We had an amazing time at this property! The home was beautiful, clean, and well-equipped for cooking, making it easy to prepare meals during our stay. The accommodations were very comfortable, and we especially appreciated how well-maintained the BBQ was for outdoor cooking. The garage with an opener made it super convenient to come and go easily. Th...

Show more

Makayla

Wheatland, Wyoming

**** August 2024 · Stayed a few nights

I would 100% recommend this place for anyone traveling to the area! The apartment was very clean, we had access to park in a garage, and the host was super friendly and always available.

Show more

Jane

2 years on Airbnb

★★★★ · July 2024 · Stayed a few nights

Beautiful place to stay, easy access right off of 85, and nice, quiet place after a long day!

Amy

Midway, Texas

 $\star\star\star\star\star$ · July 2023 · Stayed a few nights

We really enjoyed our stay. The host was very friendly and helpful. The property is beautiful and has everything you need. The kitchen is modern, well stocked with dishware and cookware, and has all necessary appliances. The bed is very comfortable. The living area is large and has seating for a crowd. We couldn't have stayed at a better place with a nicer host. Parking is goo...

Show more

Show all 10 reviews

Learn how reviews work

Centrally-Located Deadwood Apt w/ Mountain Views!

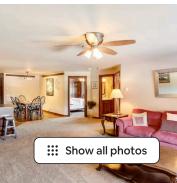
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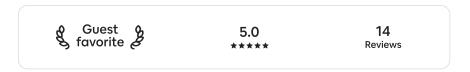






Entire rental unit in Deadwood, South Dakota

4 guests \cdot 2 bedrooms \cdot 2 beds \cdot 1 bath





Hosted by Evolve

8 years hosting

Self check-in

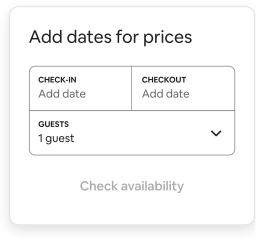
Check yourself in with the keypad.

O Unbeatable location

100% of guests in the past year gave this location a 5-star rating.

Exceptional host communication

Recent guests gave Evolve a 5-star rating for communication.



Report this listing

Whether you're looking forward to a stroll on Deadwood's Main Street, a visit to the Sturgis Motorcycle Rally, or a day trip to Mount Rushmore, this apartment is ready to accommodate your every need, no matter what brings you to town! You'll feel right at home at this vacation rental, complete with 2 bedrooms, 1 bathroom, a well-equipped kitchen, and a comfortable interior. After days spent sightseeing or hiking on the Mickelson Trail, retire early to this slice of Black Hills paradise.

•••

Show more

Where you'll sleep

П	_	-	ы
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Bedroom 1

1 king bed



Bedroom 2

1 queen bed

What this place offers

Nitchen

🥱 Wifi

Free residential garage on premises

TV

Washer

Oryer

Central air conditioning

Bathtub

P Hair dryer

Exterior security cameras on property

Show all 31 amenities

Select check-in date

Add your travel dates for exact pricing

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31





Guest favorite

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

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	4.9	5.0	5.0	4.9	4.9	5.0
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Kathleen

Laporte, Minnesota

★★★★ · June 2025 · Stayed a few nights

7/9/25, 4:20 PM

Centrally-Located Deadwood Apt w/ Mountain Views! - Apartments for Rent in Deadwood, South Dakota, Unite

Section 10 Item n.

This is a beautiful place in an amazing location. Close to downtown Deadwood and yet peacful location. We will back!

Christian

Lampe, Missouri

★★★★ · August 2024 · Stayed a few nights

Really nice place, host was very friendly and polite. Location was far enough from town to be quiet, but easy to get to when you're ready. Lots of stuff in town to do, and other attractions close by. Highly recommend.

Show more

Heather

North Platte, Nebraska

★★★★ · 1 week ago · Stayed a few nights

Very nice place good location clean and plenty of room.

Thomas

3 years on Airbnb

★★★★ · July 2024 · Stayed a few nights

Brad was such a gracious and accommodating host. We loved our time here and would definitely come back again!

Marla

Neligh, Nebraska

★★★★ · August 2023 · Stayed a few nights

This was a very nice place to stay. It was just as described. It was reasonably priced and it was nice that we were able to put our vehicle in the garage. We will definitely stay again if we go back there.

Show more

Keith

7 years on Airbnb

★★★★ · July 2022 · Stayed a few nights

the facility was big and very clean, Queen and Double sized beds. No breakfast served and there are no easy to access breakfast places. A Casino in Deadwood serves breakfast all day about 12 mins away + parking. kitchen was reasonably kitted out. Coffee maker but limited cookware. Plenty of dishes and mugs. good size refrigerator stove and oven. Its an upstairs ...

Show more

Show all 14 reviews

Learn how reviews work

PROFESSIONAL SERVICES AGREEMENT Aug 12, 2025



ARTICLE 1 Parties to the Contract

1.1 This Agreement between Skyline Engineering, LLC. (hereinafter "Skyline") and <u>City of Deadwood</u> (hereinafter "Client"), for services described herein, on the following project: <u>Ballfields Replacement Lighting</u> (hereinafter "Project").

ARTICLE 2 Project Description

- 2.1 This proposal offers Electrical Engineering design services for replacement athletic fields lighting for the football, baseball, and softball fields adjacent to the Days of 76 arena, located in Deadwood, SD. The project design will document existing conditions and develop electrical engineering plans for the three athletic fields lighting replacements via open-bid design documents, specifying MUSCO poles and fixtures as the basis of design, performing to SD High School athletics standards.
- **2.2** It is anticipated that the baseball/softball pole replacement work may also engulf the poles providing illumination to the Days of 76 arena. This proposal is partially based on Musco's 2023 prelim fields designs and 2025 quotes.
- **2.3** The football field bleachers areas will receive minimal lighting to support safe navigation. The baseball and softball fields will not likely be bid at this time, but the design plans will document power capacities, and power and comms interconnections.
- **2.4** The electrical design scope will include fields lighting for the athletic fields, using Musco Lighting fixtures as the basis-of-design and for design assistance. Musco's design efforts are *excluded* from proposed services. If new poles require the foundations to be replaced, the pole vendor shall provide stamped foundation design, based on a soils report, provided by others.
- **2.5** Given anticipation that pole will not be relocated, this proposal assumes the design for site utilities will be unnecessary. Should poles, power lines, or communications be required to be relocated, the associated design will be coordinated between the Owner and Skyline Engineering. Locating and documenting existing underground utilities for pre-bidding planning, and developing site utilities plans, including power and communications would be provided by a Civil Engineer. As such, utilities locating and Civil Engineering service are excluded from this proposal.
- **2.6** The project delivery method is understood to be design-bid-build. As such, a value engineering effort is not anticipated.
- 2.7 It is anticipated the Owner will develop the project Ad's and organize the self-perform the bidding. In addition, it is anticipated the Owner will provide a reasonably accurate basemap in ACAD for the electrical drawings to be developed from. As such, preparations of basemap, front-end documents, Ad's, and management of the bidding is *excluded* from offered services.
- 2.8 This proposal is written for a project budget of \$800,000-\$1,000,000 for all three fields, installed.
- **2.9** The design is anticipated to begin in September 2025 with construction documents completed in December 2025.
- **2.10** Our proposal offers design and specifications with our knowledge of the current markets. However, in unprecedented times of material shortages and inflation, we cannot anticipate post-bid

- material/system substitutions that may become required due to material shortages, costs due to inflation, or long lead times for material delivery. As such, this proposal *excludes* design revisions or product substitutions that may become required to support the project's budget or schedule.
- **2.11** This proposal *excludes* CA services beyond normal shop drawing review processes and any additional observations beyond those offered herein. Additional inspections and trips are offered per instance as required to support the project to final completion. In anticipation of secondary/postponed construction, this proposal also *excludes* construction services for the softball and baseball fields.
- **2.12** This proposal is an offer of services during the design period identified for the fee proposed herein. Unless this proposal is executed within 30 days of the offer, fees may be adjusted and delivery of the documents may be delayed.

ARTICLE 3 Project Basic Services

3.1 Skyline shall undertake the following services for the Project. Drawings and associated documents shall be prepared using AutoCAD.

3.2 Mechanical Basic Services - Not Anticpated, Not Offered.

3.3 Electrical Basic Services

3.3.1 Specifications

1. Standard CSI 2004 Division 26 and/or on plans as most appropriate.

3.3.2 Electrical Service Provisions

1. No Service Revisions are anticipated.

3.3.3 Electrical Distribution System

- 1. Electrical distribution system equipment selection, service if/as required.
- 2. Electrical distribution system, panelboard schedules, and load analysis for new pole lighting circuits.
- 3. Short circuit analysis to determine Available Fault Current (AFC) based on standard coordination tables and Skyline's proprietary analysis spreadsheets.
- 4. Specifying TVSS and connections thereof to best protect the electronic lighting.

3.3.4 Lighting System

- 1. Musco light fixtures and control selection specification and review
- 2. Site lighting for athletic fields via MUSCO fixtures
- 3. Lighting Controls MUSCO Power-Line-Carrier controls will be utilized to eliminate system to pole controls conduits. Other lighting controls, inclusive of switches, system controls, sensors, photocells, and/or timeclocks could be integrated should the owner wish to incorporate contactors, controlled by switches in the concessions and/or football field poles.

3.3.5 Emergency Power – Not anticipated, not offered.

3.3.6 Special Systems

1. Design will accommodate CCTV Camera locations/installations based on design from an owner/pre-selected vendor recommendations for cameras with potential for wireless livestreaming of ballgames or security purposes. Layout, if implemented, per program defined by the owner and/or owner vendor(s).

3.3.7 Design Coordination Support

- 1. Production and issue of one (1) set of electrical drawings for each of design phases of the Project consisting of Owner Review, and Construction Documents.
- 2. Production and issue of one (1) set of electrical specifications for each of design phases of the Project consisting of Owner Review, and Construction Documents.
- 3. Coordination meetings consisting of up to two (2) local meetings during the design phase of the Project.

3.3.8 Construction Support

- 1. Review contractor's shop drawings consisting of a maximum of two (2) reviews per submittal.
- 2. Attend pre-bid and pre-construction meetings.
- 3. Provide construction observations consisting of up to three (3) trips during the football field construction phase of the Project, including a final observation and punch list of the completed construction.
- **3.4** Any work or services not identified in this Article 3 shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 4.

ARTICLE 4 Optional Additional Services

4.1 Skyline shall only perform the items identified in Article 3 regarding Project Basic Services. Efforts associated with the following conditions and tasks constitute Optional Additional Services which Skyline offers to Client.

4.1.1 Optional Additional Services

- 1. Design of site utilities. This proposal specifically excludes mechanical or electrical designs for site utilities, including but not limited to, domestic water service, sanitary sewer, stormwater, natural gas, communications, and primary power.
- 2. Life cycle cost, Return on Investment (ROI), and similar financial analyses or reports.
- 3. Preparation of an Opinion of Probable Cost for the Project, including preparation of detailed (quantities based) construction cost estimates.
- 4. Multiple design solutions for construction alternates (additive or deductive).
- 5. Design, documentation, calculations, or development of documentation to pursue tax credits or deductions. Unless directed otherwise by the Client at the beginning of the project, systems and equipment selections will pursue energy efficiency balanced with available construction budget, but not necessarily be designed to achieve any specific tax credits or deductions.

- 6. Project delivery using Building Information Modeling (BIM) or other three-dimensional models of mechanical or electrical systems unless identified in this proposal.
- 7. Project delivery whereby computer files (AutoCAD, Revit, etc.) are transferred to the contractors for construction. This excludes image (pdf, jpg, tif, and similar) files used to transmit non-printed versions of the drawings and specifications.
- 8. Power coordination studies or analysis of arc flash exposure for definition of Personal Protective Equipment (PPE) requirements.
- 9. Site lighting for sidewalls, walkways and parking lots via poles and exterior building-mounted lighting Design of horizontal LAN wiring and connectivity including that for the following systems:
 - A. Sound system layout and specification.
 - B. CCTV to support controls or athletic program streaming.
- 10. Design associated with emergency power systems including uninterruptible power systems (UPS).
- 11. Design of specialized lighting control system interfaces to campus controls, such as low-voltage or building-management based systems.
- 12. Preparation of record drawings in CAD formats (AutoCAD, Revit, or similar), with or without contractor's markups.
- 13. Formal or informal commissioning of lighting or electrical systems, including startup and/or testing.
- 14. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
- 15. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
- 16. Design services for, or modifications to, any existing buildings and/or systems beyond that identified herein.
- 17. Services not listed as Basic Services.
- **4.2** In the event that Client desires Optional Additional Services beyond those defined as Project Basic Services, then Client shall direct Skyline in writing. In the absence of a mutual written agreement, Skyline shall notify Client that it is performing Optional Additional Services. In the event that Client fails to inform Skyline in writing, within seven calendar days of receipt of notice, that the Optional Additional Services are not required, then client shall compensate Skyline according to the terms and conditions of this Article 4 for Optional Additional Services.
- **4.3** The following hourly rates, effective through December 31, 2025, shall be used as the basis for compensation for any Optional Additional Services, or any agreed upon hourly work performed by Skyline:

Principal	\$210
Senior Engineer (PE)	\$190
Project Manager	\$170
Project Engineer (PE)	\$170
Project Engineer (EIT)	\$160
Project Designer	\$150
CAD/BIM Technician	\$125
Clerical/Intern	\$105

4.4 In addition to the hourly rates outlined in Article 4.3, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 5.3.

4.5 If Skyline performs any Optional Additional Services, then Skyline shall be entitled to an appropriate adjustment in Skyline's schedule.

ARTICLE 5 Compensation For Basic Services

- **5.1** A lump sum of \$36,000 inclusive of Reimbursable Expenses. This lump sum fee is based upon the Project description above. Should the scope of the Project change and the actual mechanical/electrical design deviate substantially from that proposed, it is understood the design fee will be adjusted as mutually agreeable and commensurate with the change.
- **5.2** In addition to the above, Client is responsible for all applicable taxes.
- **5.3** Reimbursable Expenses.

5.3.1 As used in this Agreement, Reimbursable Expenses include the following:

- 1. All expenses for travel, meals, and lodging associated with the Project billed at cost, except Skyline and personal vehicle mileage, billed at IRS-approved reimbursement rate.
- 2. Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:

-Plotting on Bond	\$0.30/square foot
-Plotting on Mylar	Not Offered
-Black and white Photocopies	\$0.20/sheet
-Color photocopies	\$0.40/sheet

- 3. Outside reproduction services, billed at cost.
- 4. Courier services and postage, billed at cost.
- 5. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.
- 6. Any Subconsultant utilized by Skyline will be billed at cost.
- 7. All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 6 Payments to Skyline

6.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline's statement of services. No deductions shall be made from Skyline's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contactors, or on account of the cost of changes in the work other than those which Skyline has been adjudged to be liable.

We will invoice you monthly for services performed during the previous month, with the maximum compensation not to exceed the following percentage:

Project Phase	Phase % Due	Total Contract % Due
Design Development	35	35
Contract Documents	50	85
Bidding	5	90
Construction	10	100

- **6.2** Client shall disclose to Skyline, prior to execution of this Agreement, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline's compensation.
- 6.3 Skyline shall have the right to stop work if any payment shall not be timely made in full according to the terms and conditions of this Agreement. Skyline has the right to suspend work, or terminate this Agreement if their statements are not paid pursuant to the terms and conditions herein. If the statements are not paid within thirty (30) days after they become due, Skyline further reserves the option to void this agreement, sue for damages, and pursue any other legal or equitable claim. Skyline is under no duty to continue work without timely payments according to the terms and conditions herein.
- **6.4** In the event of Client's failure to timely compensate Skyline and Skyline chooses to terminate this Agreement or suspend its services, then Skyline shall have no liability to Client for any delay or damage.
- **6.5** Skyline is under no duty to provide any services, documents, plans, specification, or any other work until Skyline is paid in full for its statement of services. Skyline specifically reserves the right to withhold any and all work and/or work product until paid according to this Agreement.
- **6.6** Amounts unpaid thirty (30) days after the invoice date shall bear interest at a rate of 1.0% per month.
- **6.7** This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Skyline shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

ARTICLE 7 Insurance and Limitation of Liability

- 7.1 Waivers of Subrogation. Client and Skyline waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Project Owner as fiduciary. The Client shall require of the consultants, general contractor, separate contractors, owner(s), and all subcontractors, by appropriate agreements, similar written waivers of subrogation in favor of Skyline and of other parties enumerated in this Article 7.1.
- 7.2 Limitation of Skyline's Liability. Client agrees that Skyline's total liability to Client for any and all injury, claims, losses, expenses, damages, or claims expense, attorney fees shall not exceed the total amount of Skyline's fee. Such claims include, but are not limited to negligent acts, errors or omissions, strict liability, breach of contract or breach of implied or express warranty. Further, each party waives any subrogation right it may have on behalf of its insurer against each other. At the time the parties entered into this contract, damages in the event of a breach are incapable or very difficult of accurate estimation. The parties hereto have undertaken reasonable efforts to fix fair compensation. The amount stipulated bears a reasonable relation to probable damages and is not disproportionate to any damages reasonably to be anticipated.
- **7.3** Professional Liability Insurance. As further consideration for Client's limitation of claims against Skyline to the amount of Skyline's insurance coverage, Skyline shall keep in force for the term of this Project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the amount of \$1,000,000 per claim and aggregate.

ARTICLE 8 Miscellaneous Contract Provisions

- 8.1 Concealed or Unknown Conditions. Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of Skyline's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.
- 8.2 <u>Hazardous or Toxic Materials.</u> Client acknowledges and agrees that Skyline's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Skyline or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of Skyline's services, Skyline may, at their option, and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- 8.3 Ownership of Documents. All design documents prepared by Skyline pursuant to this document are instruments of service in respect to the Project. This includes files, correspondence, calculations, and drawings. All documents will remain the property of Skyline until this Agreement is complete and payment has been rendered in full or until the Agreement is terminated as provided herein. Transferred documents are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Client agrees to Indemnify and hold Skyline harmless, including reasonable attorney fees from any re-use.
- 8.4 Electronic Documents. Client shall have sixty (60) calendar days to ascertain the completeness of the electronic file delivered by Skyline Engineering in AutoCAD or other electronic format, after which period it will be deemed as complete and having been accepted as delivered. It is also agreed that a hard copy of the documents will be delivered, and in the event of conflicts or discrepancies between the two files, the hardcopy will prevail. Skyline Engineering's title block must and will be removed from electronic files transferred to the Client. Because data stored electronically can deteriorate, Skyline shall not be responsible to maintain the electronic media and makes no representation that the electronic data/drawings will be available following 60 days after acceptance of the documents.
- **8.5** Severability. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions, and the provision which is held invalid is hereby severed from the remaining terms and conditions so the remaining provisions are in full force and effect.
- **8.6** Reuse of Documents and Designs. Electronic files prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the Project. They are not intended or represented to be suitable for re-use by the Client or others in extensions of the Project or on any other project. Any reuse without written verification or adaptation by Skyline Engineering for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to Skyline Engineering, and the Client shall indemnify and hold harmless Skyline Engineering from all claims, damages, losses and expenses, including attorney fees and defense costs, arising out of or resulting therefrom. Any such verification or adaptation will entitle Skyline to further compensation at rates in effect at the time.
- **8.7** Project Escalation. It is acknowledged that both parties agree the stated design fees are based upon the estimated Project value stated in the Project description above. Should the scope of the Project

change and the actual construction cost exceed the stated values, Skyline shall be entitled to proportionate fee increases.

- **8.8** Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Skyline Engineering under this agreement will be the care and skill ordinarily used by members of Skyline's profession practicing under similar circumstances at the same time and in the same locality. Skyline makes no warranties, express or implied, under this agreement or otherwise, in connection with Skyline's services.
- 8.9 Contractual Relationships. Skyline's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Skyline and any third party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action, or claim in favor of a third party against Skyline. Skyline relies solely and exclusively on the Client to provide complete, accurate, and timely information of the Owner's design criteria. Skyline assumes no responsibility for the accuracy of "Opinions of probable cost." Skyline shall not have authority or responsibility of any contractor's means, methods, techniques, sequences, or procedures of construction for safety precautions and programs incident to the contractor's work. Skyline's scope shall not include serving as an "authority having jurisdiction" as defined by model codes nor shall we perform associated code-compliance interpretation.
- 8.10 Claims or Disputes. Any claim, dispute or other matter in question arising out of or related to this proposal/service agreement shall be subject to dispute resolution provisions as outlined by unedited AIA standard forms of agreement, specifically C401-2017 Standard Agreement between Architect and Consultant. Order of resolution shall be good faith negotiation, mediation, then proceed to litigation if/as necessary to resolution. Unless litigation is invoked, resolution shall be executed in Rapid City, SD or via teleconference. Unless Skyline has failed the Standard of Care as set forth herein and the claim, dispute or other matter has resulted in a loss-value to the owner, no claim shall be directed at Skyline. Loss-value, as used herein, shall include a project cost that would not have been incurred, except for an act of negligence, error, or omission by Skyline. If a required component, or service related to the project is omitted, Skyline shall not be responsible for costs that provide betterment, upgrades, or enhanced value of the project. Skyline shall not be subject to any claim, dispute, or other matter due to acts of negligence, errors, or omissions by Architect or another project entity.

ARTICLE 9 <u>ACCEPTANCE</u>

SKYI	LINE ENGINEERING, LLC	CITY OF DEADWOOD, SD
By:	James Stampe James Stampe James Stampe James Stampe Digitally signed by James Stampe DN: C=US. E=jamies@skylineltd.com, 0="Skyline Engineering, LLC; (CN-James Stampe Date: 202506.12" 11:19:54-96:00"	By:
Its:	Vice President & LLC Manager	Its:
Date:	8-12-25	Date:

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: August 11, 2025				
Organization: Society of St. Vincent de Paul, Lead-	Deadwood,			
SDCL #22-25-25 authorizes the following organiza lotteries/raffles. Please indicate your category:	tions or committees to conduct			
Chartered veterans' organization Charitable organization Fraternal organization Political party Political action committee or any committee on office	X_Religious organizationEducational organizationLocal civic or service clubVolunteer fire department behalf of any candidate for political			
Contact Information:				
Name: Society of St. Vincent de Paul, Lead-	Deadwood			
Address: P.O. Box 239; Lead, SD 57754EIN81-1558996	NS050013			
Phone #: 605-717-6860				
Email: stvdpleaddeadwood@gmail.com				
501 (c) 3- Non Profit: Yes <u>X</u> No				
Dates of Ticket Sales: August 21-Sept 28, 2025				
Date of Raffle Drawing: November 1st, 2025, 7pm, St. Ambrose Church				
Value of Raffle Prize: \$7,000.00, winner pays all applicable fees, taxes				
Proceeds will benefit: Homelessness prevention for those in the Lead-Deadwood area				
Office use only:				
Presented at City Commission Meeting dated				
Finance Office:				

Please Join Us for Deadwood's Community Picnic

Sunday September 7th 4:00 to 6:00 p.m. Gordon Park

Door Prizes

Hamburger and hot dogs will be provided. Please bring a side or dessert to share. Bring your own drink.

For more information, contact the City of Deadwood at (605) 578-2082.

Sponsored by the Deadwood Neighborhood Council, Lynn's Dakotamart and the City of Deadwood Historic Preservation Commission.