



City Commission Regular Meeting Agenda

Monday, April 21, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

- [a.](#) Approval of April 7, 2025 City Commission minutes and the April 14, 2025 special meeting minutes.

4. **Approve Bills**

- [a.](#) Approval of Bill List for April 21, 2025.

5. **Items from Citizens on Agenda**

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 update retirement date of Library Director, Patricia Brown, to June 22, 2025
- b. Permission to hire Cammie Schmidt as Planning, Zoning and Historic Preservation Administrative Assistant at \$21.00 per hour effective May 1, 2025, pending pre-employment screening.
- c. Permission to hire Patrick Butler as part-time trolley driver at \$17.15 per hour effective June 12, 2025 pending pre-employment screening.
- d. Permission to hire Greg Nelson as Parks Seasonal Technician at \$18.10 per hour effective April 28, 2025 pending pre-employment screening.
- e. Permission to hire Thomas Erickson as full-time Parks Technician at \$19.00 per hour (D9 rank) effective April 24, 2025 pending pre-employment screening.
- f. Permission to hire Billy Fritze, Douglas White, Gertrude Anderson, Barbara Hughes, Sandra Parsons and Ruth Durst as seasonal ticket booth attendants for Mt Moriah at \$16.50 per hour effective May 14, 2025 pending pre-employment screening.

- g. Permission to advertise in-house for 5 days and then in outside sources for seasonal Library Assistant I position at \$16.00 per hour.
- h. Permission to hire Kevin Derby as Seasonal Parks Technician at \$17.00 per hour effective April 24, 2025 pending pre-employment screening.
- i. Permission to remove Kelsey Keith, Louis Longmore and Anne Wieringa from Deadwood Volunteer Fire Department roster for worker's compensation purposes effective April 10, 2025.
- j. Resolution 2025-12 in Support of an Application for Financial Assistance to the South Dakota Housing and Development Authority by Deadwood Ridge Apartments, LLC for the Benefit of Multifamily Development.
- k. Permission for Mayor to sign Warranty Deed for Deadwood Resort Lot 1-A, being a portion of the Replat of Deadwood Resort Lots 1 and 2, City of Deadwood, Lawrence County, South Dakota all located in the NE1/4 & SE1/4 of Section 14, T5N, R3E, BHM, City of Deadwood, L/C, SD.
- l. Permission to expend up to \$6,787.52 to Convergent for upgrade to city door lock system to include new Dell Inspiron desktop computer. (To be paid by Public Buildings Professional Service and Equipment line items.)
- m. Permission to pay Tree Wise Men in the amount of \$2,600.00 to trim tree between sidewalk and Lincoln Avenue. (To be paid by Streets Professional Services line item.)
- n. Permission to pay Ponderosa Land Surveys, LLC in the amount of \$3,441.25 for plat creation of 171 Charles Street. (To be paid by P&Z Professional Services line item.)
- o. Permission for Mayor to sign contract with Key City Landscapes for final phase of Library Garden landscaping project at a cost of \$28,300.00. (Approved by commission on 04-07-2025)
- p. Permission to purchase twelve meters and endpoints from Metering & Technology Solutions in the amount not to exceed \$3,456.00. (To be paid by Water Supplies line item.)
- q. Permission to pay Straight Line Striping to paint curb and stripe brick pavers in the amount not to exceed \$10,715.80. (To be paid by Streets Professional Services line item.)
- r. Permission to purchase additional technology equipment and installation from Golden West Technology (for networking of City properties with new SDN fiber) at an amount not to exceed \$6,387.88. (To be paid by Public Buildings Improvements line item.)
- s. Permission to approve use of public property and waiver of fees at Rec Center for the Deadwood Lead 76ers Swim team through August 9, 2025. They will communicate with Rec Center manager when needed. (Recommendation from Event Committee on March 27.)

7. **Bid Items**

- a. Results of bid opening for Deadwood Hill Trailhead Parking Lot construction on April 17, 2025 at 2:00 p.m. Bid Bond and Acknowledgement of Addendums 1 and 2 were included.

Heavy Construction - \$1,376,610.99
Johner and Sons - \$1,260,378.58
Rogers Construction - \$1,223,751.12, Alternate \$50,000.00
Simon Contractors - \$1,497,794.00, Alternate \$33,000.00
Western Construction - \$1,006,911.00
- b. Results of RFP for ATM on City Properties held on Thursday, April 17, 2025 at 2:00 p.m. Alpha 6, Inc. - sole proposal at \$1.00 per transaction.

8. **Public Hearings**

- a. Hold public hearing for Wall Street Closure from Main Street to Pioneer Way for April 28-30, May 5-7, 12-14, 19-21, 2025 from 6:00 am - 8:00 pm and May 1, 2, 8, 9, 15, 16, 21, 22 2025 from 6:00 am - 5:00 pm for masonry work at 633 Main Street. Pedestrian access will be maintained. This is an Historic Preservation Façade Program Project.
- b. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Ice Cream Company LLC, Deadwood Ice Cream Company, 673 Main Street.
- c. Hold public hearing for Community Concert: open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 10:00 p.m. on Tuesday, June 17, 2025.
- d. Hold public hearing for Farmers Market: request waiver of banner and vending fees and allow vending on public property on Fridays beginning June 20 through September 12, 2025 at Gordon Park from 1:00 p.m. to 8:00 p.m.
- e. Hold public hearing for Bev's Poker Run: Main Street Parking from Wall to Lee Street (east side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 22, 2025.
- f. Hold public hearing for Mr. Wu's Wong Weekend: street closure of a portion of Main Street from Lower Main Street at Pioneer Way to Wall Street for a period of 15 minutes, 3 times a day between the hours of 2:00 p.m. and 7:00 p.m. on June 26, June 27 and July 28, 2025.
- g. Hold public hearing for Park West/Jacobs Gallery Concert: open container in zone 1 and 2 from noon to 10:00 p.m. on Saturday, June 28 and street closure on Deadwood Street from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Saturday, June 28, 2025.
- h. Hold public hearing for July 4th Parade: street closure: Main Street from Lower Main at Pioneer Way to Pine from 3:00 p.m. till parade ends on Friday, July 4, 2025.
- i. Hold public hearing for Weekend Freedom Concert: open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Saturday, July 5; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 5 to 1:00

a.m. on Sunday, July 6; and closure of Siever Street (if needed) from 6:00 a.m. on Saturday, July 5 to 1:00 a.m. on Sunday, July 6, 2025.

- j. Hold public hearing for Outlaw Shootout AAU Wrestling: street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. on July 19 to 1:00 a.m. on Sunday, July 20, 2025.
- k. Set public hearing on May 5 for Retail (on-off sale) Malt Beverage License transfer from TJ Gear Inc to Madame Peacock's LLC dba Madame Peacock's at 638 Main Street.

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1421, Addendum to Ordinance #1208, Cable Franchise with Midcontinent Communications.
- b. Second Reading of Ordinance #1422 Budget Supplement #2 for 2025.
- c. First reading of Ordinance #1423 Adopting Chapter 6.16 - Beekeeping.
- d. First Reading of Ordinance #1424 Amending Chapter 17.32.030 Conditional Uses for C1 - Commercial zoning district.
- e. Act as Board of Adjustment to Approve or Deny Application for Conditional Use Permit - Vacation Home Establishment - 9 Shine Street (Emrick Real Estate Group, LLC) legally described as Lots 2B and 2D of Block 23, Original Town, City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by P & Z Commission April 2, 2025)
- f. Permission to Approve/Deny Application for Plat - New Lot and Public Right of Way - Stage Run Addition legally described as Plat of Lot 27, Block 4 and dedicated Public Right of Way of Palisades Tract of Deadwood Stage Run addition to the City of Deadwood and a portion of Tract B of Palisades Stone Placer, M.S. 696 all located in the SW 1/4 of Section 14, the SE 1/4 of Section 15, the NE 1/4 NE 1/4 of Section 22 and the N 1/2 NW 1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved with conditions by P & Z Commission April 16, 2025.)
- g. Permission to transfer property to KR Deadwood Sherman Street 2020 (previously declared surplus and appraised) legally described as Plat of Tract 1A of the Miller Street subdivision, formerly a portion of Tract 1 of the Miller Street subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW 1/4 of Section 23, TN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

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

- a. Open House / Public Meeting for Project to Reconstruct US Highway 85 from Pluma to Lead on Thursday, April 24, 2025 from 5:30 to 6:30 p.m. at Deadwood City Hall.
- b. Spring Clean Up Week - May 5 - 10, 2025. Any questions, please contact Public Works at 605-578-3082.
- c. Raffle permit received from Deadwood Volunteer Fire Department. Drawing will be held May 2, 2026.

- d. Raffle permit received from Lead Deadwood Area Lions Club. Drawing will be held Monday, September 1, 2025.

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. Login name is required to join the meeting.

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, APRIL 7, 2025

The Regular Session of the Deadwood City Commission convened on Monday, April 7, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko and Charlie Struble-Mook. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble-Mook moved, Joseph seconded to approve the minutes of March 17, 2025. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to approve the minutes of March 17, 20025 Board of Equalization Minutes. Roll Call: Aye-All. Motion carried.

MARCH 2025 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$25,042.77; PUBLIC BUILDINGS, \$7,659.89; POLICE, \$93,271.39; FIRE, \$6,783.55; BUILDING INSPECTION, \$5,807.99; STREETS, \$36,177.69; PARKS, \$30,445.12; PLANNING & ZONING, \$4,069.38; LIBRARY, \$7,909.88; RECREATION CENTER, \$20,478.29; HISTORIC PRESERVATION, \$23,662.78; WATER, \$21,037.97; PARKING METER, \$17,815.26; TROLLEY, \$19,096.66; PARKING RAMP, \$3,416.01 PAYROLL TOTAL: \$326,366.91.

MARCH 2025 PAYROLL PAYMENTS:

Internal Revenue Service, \$77,089.15; S.D. Retirement System, \$38,662.72; Delta Dental, \$3,747.18.

APROVAL OF DISBURSEMENTS

Martinisko moved, Joseph seconded to approve the April 7, 2025 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	760.18
A & B WELDING	SERVICE	432.45
A-Z SHREDDING	SERVICE	67.72
AASLH MEMBERSHIP SERVICES	MEMBERSHIP	118.00
ACE HARDWARE	SUPPLIES	192.55
ADAMS SALVAGE RECYCLING	SERVICE	25.92
AMAZON CAPITAL	SUPPLIES	2,063.41
AUTO VALUE	SUPPLIES	2,511.30
BH CHEMICAL	SUPPLIES	2,003.13
BH ENERGY	SERVICE	31,476.37
BH MOTORCYCLE SHOW	BID #8	10,000.00
BH SECURITY	SERVICE	3,041.85
BH WINDOW CLEANING	SERVICE	3,414.00
BLACKSTRAP	SUPPLIES	5,178.25
BLUEPEAK	SERVICE	2,835.30
BOMGAARS	SUPPLIES	322.46
CED SPEARFISH	SUPPLIES	857.46
CENTURY BUSINESS PRODUCTS	CONTRACT	630.29
CHAINSAW CENTER	SERVICE	504.23
CIVICPLUS	SERVICE	2,709.00
COMPLETE CONCRETE	PROJECT	18,510.00
CULLIGAN	SUPPLIES	137.00
CURTIS BLUE LINE	UNIFORMS	360.00
CUTTING EGDE TIMBER PRODUCTS	SUPPLIES	112.00
DVFD	AWARDS	700.00
DEADWOOD GAMING	BID #8	10,000.00
DMC WEAR PARTS	SUPPLIES	2,558.48
ECOLAB	SERVICE	288.92
ECONO SIGNS	SERVICE	481.34
FASTENAL	SUPPLIES	78.54
FEDERAL LICENSING	RENEWAL	135.00
FIRST INTERSTATE BANK	TIF #8	191,087.28
FIRST NET	SERVICE	240.24
GOLDEN WEST INDUSTRIAL	SUPPLIES	184.37
GUNDERSON, PALMER, NELSON	SERVICE	4,798.40
HAWKINS	SUPPLIES	906.57
HUSSIAN, EMMA	REFUND CITATION	60.00
JACOBS WELDING	SERVICE	2,054.20
KONE CHICAGO	MAINTENANCE	592.24
LAWRENCE CO. AUDITOR	TIF #6	34,244.55
LAWRENCE CO. REGISTER	SERVICE	180.00
LAWSON PRODUCTS	SUPPLIES	188.68
LEAD-DEADWOOD ARTS CENTER	SERVICE	365.00
LEAD-DEADWOOD SANITARY	TIF #6	7,086.52
LEAD-DEADWOOD SCHOOL	TIF #6	91,165.95
LIBERTY NATIONAL BANK	TIF #9	139,934.10
LYNN'S	SUPPLIES	90.93
MARCO	CONTRACT	168.90
MAU, ZAKARY	REIMBURSEMENT	85.76
MID-AMERICAN RESEARCH CHEM	SUPPLIES	397.46
MIDWEST TAPE	SUPPLIES	284.46

REGULAR MEETING, APRIL7, 2025

MODERN MARKETING	SUPPLIES	521.35
MDU	SERVICE	13,438.40
MORRISON, RONDA	SERVICE	1,950.00
MOUNTAIN MAN METAL ART	SUPPLIES	1,500.00
MS MAIL	SERVICE	2,360.39
MUNICODE	SUBSCRIPTION	295.00
MUTUAL OF OMAHA	INSURANCE	355.54
NORTHWEST PIPE FITTINGS	SUPPLIES	174.80
ONSITE FIRST AID	SUPPLIES	545.66
OTIS ELEVATOR	MAINTENANCE	168.30
PATRIOT PAINTING	PROJECT	10,000.00
PETTY CASH	FINANCE	215.49
PLAY IT AGAIN SPORTS	SUPPLIES	604.80
PROJEX	SUPPLIES	1,220.00
QUADIENT FINANCE USA	POSTAGE	500.00
QUIK SIGNS	SERVICE	1,040.62
RASMUSSEN MECHANICAL	PROJECT	77,990.22
REDWATER TACTICAL	TRAINING	2,200.00
S AND C CLEANERS	SERVICE	8,472.00
SANITATION PRODUCTS	SUPPLIES	145.00
SD DEPT. OF REVENUE	SERVICE	8.00
SD DEPT. OF REVENUE	TAX	3,022.16
SD DEPT. OF TRANSPORTATION	PURCHASE	779,000.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SHERWIN-WILLIAMS	SUPPLIES	961.75
SOUTHSIDE OIL	FUEL	16,291.84
SOUTHSIDE SERVICE	SERVICE	30.00
SPEARFISH AUTO SUPPLY	SUPPLIES	17.83
STAN HOUSTON EQUIP	SUPPLIES	973.45
SUMMIT FIRE PROTECTION	SERVICE	308.30
SUMMIT SIGNS AND SUPPLY	SUPPLIES	238.50
TEMPERATURE TECHNOLOGY	SERVICE	715.85
THE EMBLEM AUTHORITY	UNIFORMS	463.00
TOWEY DESIGN GROUP	PROJECT	9,316.50
USA BLUEBOOK	SUPPLIES	113.71
VERIZON CONNECT	SERVICE	179.50
VERIZON WIRELESS	SERVICE	724.09
VERNON MANUFACTURING	SUPPLIES	322.50
VIGILANT BUSINESS SOLUTION	TESTING	113.00
WAREING BELLE FOURCHE	SERVICE	238.26
WATERS HARDWARE	SUPPLIES	2,936.82
WATERS HARDWARE	GRANTS	1,328.25
WESTERN LEGACY FOUNDATION	BID #8	25,000.00
		Total \$1,542,651.64

ITEMS FROM CITIZENS ON AGENDA

Recognition

Mayor Ruth Jr. stated Deadwood received SD Dept. of Environment and Natural Resources award for Drinking Water Excellence for twenty-four consecutive years and thanked the following system operation specialists: Cory Percy, Steven Murphy and Troy Jassman. Public Works Director Stalder shared how many gallons of water the city goes through and comparison with surrounding cities. Commissioner thanked them for their service.

Fire Department Annual Awards

Fire Chief Ellis acknowledged Anita Knipper for Firefighter of the year and Bickles Repair for Friend of the Fire Department.

Years of Service

Fire Chief Ellis presented certificates to the following firefighters: Brandon Wallin for 5 years of service; Alex Hamann for 25 years of service; Randy Addington for 30 years of service and Bill Glover and Mike Klamm for 40 years of service. Commission thanked them for their years of service.

TeamMates

Amanda Bender, Lead Deadwood School District, spoke about the TeamMates Mentoring Program. She stated TeamMates is a program that matches youth in grades 3-12 with a volunteer adult mentor, who will meet once each week during regular school hours at the school. Currently there are 20 matches with 15 students waiting for a mentor.

Proclamation

The Mayor read a proclamation declaring April 6 through April 12, 2025 as National Library Week in the City of Deadwood.

REGULAR MEETING, APRIL 7, 2025**CONSENT**

Struble-Mook moved, Johnson seconded to omit item 6S for separate consideration and approve the following consent items. Commissioner Joesph recused himself. Roll Call: Aye-All. Motion carried.

- A. Permission to remove part-time lifeguard Emma Singer from payroll effective April 7, 2025.
- B. Permission to accept resignation from parks technician Ryan Reamer effective April 14, 2025.
- C. Permission to advertise in-house and outside for full-time Parks Technician at \$19.00 per hour. (D9 rank)
- D. Permission to hire David Call as full-time (non-certified) police officer at \$25.00 per hour effective April 14, 2025 pending pre-employment screening.
- E. Permission to hire Rock Hoksila as full-time (non-certified) police officer at \$25.00 per hour effective April 14, 2025 pending pre-employment screening.
- F. Permission to accept retirement letter from Library Director, Patricia Brown, effective June 30, 2025.
- G. Permission to advertise for Library Director position in-house for 5 days and then in outside sources, if needed.
- H. Permission to hire Aiden Russell, Spencer Diers, and Keara Kimler as seasonal lifeguards at \$16.50 per hour, effective April 8, 2025, pending pre-employment screening.
- I. Permission to add 5.13 Temporary Supervisory Pay Differential and 5.14 Temporary Stipends for hours worked in skilled crafts.
- J. Permission to grant Andy Goodwin up to 150 additional hours from the sick bank.
- K. Remove Joyce Pfarr and add Ellen Gross as clerk to serve on the election board for April 8, 2025.
- L. Acknowledge receipt of Deadwood Public Library 2024 annual survey which has been submitted to the SD State Library.
- M. Acknowledge Fire Dept Annual Report.
- N. Adopt updated Event Complex Application. (Recommendation from the March 27, 2025 Event Committee meeting.)
- O. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deeds for Dave Chipman, Dale and Judy Hansen.
- P. Permission for the Fire Dept. to apply for Funds for the Firefighters Grant Program through Black Hills Energy.
- Q. Permission for Mayor to sign contract between City of Deadwood and Patchstop to operate Mt. Moriah Gift Shop from January 1, 2025 through December 31, 2029.
- R. Permission to pay Technology Inc in the amount of \$8,275.94 for the annual licensing agreement for Verkada cameras. (To be paid by Public Buildings professional services line item.)
- S. Removed for separate consideration in New Business.
- T. Allow use of public property at the Event Complex for Lead Deadwood Youth Soccer Saturday, March 29 through Friday, May 30, 2025.
- U. Permission to approve 2025 Tour Conveyance License Renewal Applications for Ride Deadwood and Original Deadwood Tours. (Recommendation from the March 27, 2025 Parking & Transportation Meeting.)
- V. Permission to approve free Parking in all paid areas except for the Broadway Parking Garage for Monday Movie Nights at Outlaw Square every Monday from May 26 - August 24, and Sunday, August 31, excluding Monday, August 4 from 5:00 p.m. - 10:00 p.m. (Recommendation from the March 27, 2025 Parking & Transportation Committee Meeting.)
- W. Permission to approve free parking in all paid areas except the Broadway Parking Garage on July 19, 2025 for the AAU Outlaw Square Shootout registrants. The organization will create the parking passes. (Recommendation from the March 27, 2025 Parking & Transportation Committee meeting.)
- X. Permission to allow DVFD volunteer Mike Klamm to travel to Sioux Falls for install of new skid plate on Brush 6 truck and allow travel expenses up to \$500.
- Y. Permission to pay annual payment (Year 2 of 5) to Axon Enterprise for 7 in-car cameras and 17 body worn cameras in an amount of \$37,943.44. (To be paid by Police Equipment line item.)
- Z. Permission to pay White's Canyon in the amount of \$60,000.00 for a new 2025 Ford F550, Brush 6. (To be paid by Fire equipment with a budget supplement from truck reserve line item.)

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- AA. Permission to purchase aluminum flatbed and two toolboxes, with install, for Brush 6 from Carl's Trailer Sales in the amount not to exceed \$8,600. (To be paid by budget supplement from truck reserve line item.)

BID ITEMS**Results (continued from March 17, 2025)**

Finance Officer spoke about the bid and asked to reject. Martinisko moved, Struble-Mook seconded to reject bid for Event Complex Concessionaire. Roll Call: Aye-All. Motion carried.

Set

Joseph moved, Martinisko seconded to advertise and set bid opening at 2:00 p.m. on Tuesday, April 22, 2025 for RFP for Deadwood Event Complex Concessionaire with results presented on May 5, 2025. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Gold Street**

Public hearing was opened at 5:18 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Struble-Mook seconded to approve street closure on Gold Street between Main Street and Broadway Alley, from April 15, 2025 through October 15, 2025 for pocket park (Recommendation from the March 13, 2025 Parking & Transportation Committee.) Roll Call: Aye-All. Motion carried.

Set

Struble-Mook moved, Martinisko seconded to set public hearing on April 21 for Wall Street Closure from Main Street to Pioneer Way for April 28-30, May 5-7, 12-14, 19-21, 2025 from 6:00 am - 8:00 pm and May 1, 2, 8, 9, 15, 16, 21, 22, 2025 from 6:00 am - 5:00 pm for masonry work at 633 Main Street. Pedestrian access will be maintained. This is an Historic Preservation Façade Program Project. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on April 21 for Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Ice Cream Company LLC, Deadwood Ice Cream Company, 673 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on April 21 for Community Concert. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Martinisko seconded to set public hearing on April 21 for Farmers Market. Roll Call: Aye-All. Motion carried.

Martinisko moved, Joseph seconded to set public hearing on April 21 for Bev's Poker Run. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Martinisko seconded to set public hearing on April 21 for Mr. Wu's Wong Weekend. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on April 21 for Park West/Jacobs Gallery Concert. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on April 21 for July 4th Parade. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Martinisko seconded to set public hearing on April 21 for Weekend Freedom Concert. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on April 21 for Outlaw Shootout AAU Wrestling. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on May 5 for Sturgis Motorcycle Parking. Roll Call: Aye-All. Motion carried.

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Martinisko moved, Struble-Mook seconded to set public hearing on May 5 for Legends Ride. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Martinisko seconded to set public hearing on May 5 for Rusty Wallace Ride. Roll Call: Aye-All. Motion carried.

Struble-Mook moved, Martinisko seconded to set public hearing on May 5 for Kool Deadwood Nites. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to set public hearing on May 5 for Mustang Rally. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Agreement (Item 6S)

Commissioner Martinisko stated the date on the agreement is incorrect and should be April 7, 2025. Martinisko moved, Johnson seconded to allow Mayor to sign agreement with Jerry Aberle for Water Services as amended. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker stated no changes between first and second reading. Struble-Mook moved, Martinisko seconded to approve second reading of Ordinance #1420 amending Chapter 5.02 Business Licenses. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the Ordinance. Martinisko moved, Joseph seconded to approve first reading of Ordinance #1421, Addendum to Ordinance #1208, Cable Franchise with Midcontinent Communications. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the supplements. Joseph moved, Struble-Mook seconded to approve first reading of Ordinance #1422 Budget Supplement #2 for 2025. Roll Call: Aye-All. Motion carried.

Annual Review

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the review. Struble-Mook moved, Martinisko seconded to Act as Board of Adjustment and approve Annual Review – Conditional Use Permit for Bed and Breakfast Establishment- 28 Lincoln Avenue – Backyard Cottage B&B with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Deadwood Building Inspector has inspected the building, City water and sewer rates are to remain at commercial rates, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business license has been maintained and lodging license from the South Dakota Dept. of Health has been maintained. Roll Call: Aye-All. Motion carried.

Annual Review

Kuchenbecker spoke about the review. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve the Annual Review – Conditional Use Permit for Vacation Home Establishment – 81 Charles Street – BNS Properties with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Deadwood Building Inspector has inspected the building, City water and sewer rates are to remain at commercial rates, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business license has been maintained, lodging license from the South Dakota Dept. of Health has been maintained, designated off-street parking spaces have been painted on the driveway, signs have been hung designating parking spaces, compliance with all city ordinances have been met and Conditional Use Permit shall be reviewed on an annual basis. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 7, 2025

Plat

Kuchenbecker spoke about the plat application. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Application for Plat – Combine Lots – 171 Charles Street. Legally described as Tract 1, Tract 2 and Dedicated Public Right of Way of Mollman Subdivision formerly Tracts A1, C-1, C-2 of M.S. 207 and a portion of M.S. 207; Lots MK8 and MK9 of the Mickelson Trail and School Lot 23, City of Deadwood, Lawrence County, South Dakota located in the NE 1/4 of Section 27, T5N, R3E, B.H.M. (approved by Planning and Zoning Commission April 2, 2025.) Roll Call: Aye-All. Motion carried.

Hire

Parks, Recreation & Events Director Adler spoke about the project. Struble-Mook moved, Martinisko seconded to hire High Plains Remodels LLC to pour new 16’ x 42’ concrete pad and replace existing picnic shelter with electrical, lighting and shelving for Gordon Park, not to exceed \$24,605.00. (To be paid from Parks Improvements budget.) Roll Call: Aye-All. Motion carried.

Hire

Kuchenbecker spoke about the project. Joseph moved, Martinisko seconded to hire Key City Landscapes for final phase of Library Garden landscaping project at a cost of \$28,300.00. (To be paid by HP Capital Assets.) Roll Call: Aye-All. Motion carried.

Purchase

Stalder spoke about the purchase. Struble-Mook moved, Martinisko seconded to purchase sign poles for city hall parking lot from Brandon Industry in an amount not to exceed \$6,336.00 (To be paid by HP Capital Assets Wayfinding.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

A. Special Meeting on April 14, 2025 at 8:30 a.m. to Canvas Election Results.

Ken Geinger, Celebrity Hotel, spoke about the history of Business Improvement Districts (BID). He is concerned as a BID 9 board member what is being stated and invited anyone to attend a board meeting.

Bill Pearson, representing Outlaw Square, is concerned what is being stated about the Outlaw Square not being family oriented. He also invited everyone to attend the State Historical Board meeting in May of 2026, which will be held in Deadwood.

Mayor Ruth Jr. thanked the people that are contributors to all the BIDS and the staff at Outlaw Square.

ADJOURNMENT

Struble-Mook moved, Martinisko seconded to adjourn the regular session at 5:54 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, April 21, 2025 at 5:00 p.m.

After coming out of executive session at 6:10 p.m., Martinisko moved, Joseph seconded to adjourn.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, APRIL 14, 2025

The Special Session of the Deadwood City Commission convened on Monday, April 14, 2025 at 8:30 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko and Charlie Struble-Mook. Commissioner Joseph was absent. All motions passed unanimously unless otherwise stated.

Canvass Election

Acting as Board of Canvass, Martinisko moved, Johnson seconded to approve the election results and sign Official Canvass Sheet for April 8, 2025 municipal election. Roll Call: Aye-Johnson, Martinisko, Ruth Jr. Motion carried.

One (1) Three-Year Term for Mayor

Blake Joseph	88
Charlie Struble-Mook	306

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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, Struble-Mook seconded to adjourn the regular session at 8:32 a.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, April 21, 2025 at 5:00 p.m.

After coming out of executive session at 8:41a.m.

Martinisko moved, Johnson seconded to accept the offer of \$4,500,00.00, with seller credit of \$1,200,000.00 less applicable closing fees, from Deadwood Resort LLC for the purchase of City owned Convention Center Deadwood Resort Lot A-1. Roll Coll: Aye-Johnson, Martinisko, Ruth Jr. and Struble-Mook. Motion carried.

Martinisko moved, Struble-Mook seconded to allow Planning, Zoning and Historic Preservation Officer, Keven Kuchenbecker to sign all necessary closing documents for the sale of property to Deadwood Resort LLC. Roll Call. Aye-All. Motion carried.

Martinisko moved, Struble-Mook seconded to adjourn.

ATTEST: _____ DATE: _____

_____ Jessica McKeown, Finance Officer	BY: _____ David Ruth Jr., Mayor
Published once at the total approximate cost of _____	

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024779	101-4310-425-01	REPAIRS-ACCID REMOVE-REPLACE SIDE GLASS/STR	000000	479.66
01-5266	FEEDING DEADWOOD					
		I-04/10/2025	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 2/14/25	000000	81.45
		I-04/10/2025	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 3/03/25	000000	27.60
		I-04/10/2025	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 3/10/25	000000	127.00
		I-04/10/2025	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 4/08/25	000000	40.00
		I-04/10/2025	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 4/10/25	000000	35.20
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 790.91
01-0418	BLACK HILLS PIONEER					
		I-805 - 2025	101-4111-423	PUBLISHING REQ.FOR PROPOSALS - ATM	000000	38.43
		I-806 - 2025	101-4111-423	PUBLISHING MINUTES - 2/3/2025	000000	193.63
		I-807 - 2025	101-4111-423	PUBLISHING NOH - FORKS, CORKS, KEYS EVENT	000000	15.04
		I-808 - 2025	101-4111-423	PUBLISHING NOH - HOPS & HOGS EVENT	000000	14.56
		I-809 - 2025	101-4111-423	PUBLISHING NOH - PBR TOURING PRO EVENT	000000	15.53
		I-810 - 2025	101-4111-423	PUBLISHING NOH - SUMMER VENDOR/POP UP MKT	000000	12.62
		I-811 - 2025	101-4111-423	PUBLISHING NOH - WILD BILL DAYS	000000	22.81
		I-812 - 2025	101-4111-423	PUBLISHING NOH - NAJA SHRINER CIRCUS	000000	12.13
		I-846 - 2025	101-4111-423	PUBLISHING NOH - NAJA SHRINE CIRCUS	000000	12.13
		I-847 - 2025	101-4111-423	PUBLISHING NOH - WILD BILL DAYS	000000	22.81
		I-848 - 2025	101-4111-423	PUBLISHING NOH - SUMMER VENDOR,POP UP MKT	000000	12.62
		I-849 - 2025	101-4111-423	PUBLISHING NOH - PBR TOURING PRO EVENT	000000	15.53
		I-850 - 2025	101-4111-423	PUBLISHING NOH - HOPS & HOGS EVENT	000000	15.04
		I-851 - 2025	101-4111-423	PUBLISHING NOH - FORKS, CORKS, KEYS EVENT	000000	15.04
		I-852 - 2025	101-4111-423	PUBLISHING MTG NOTICE - LOCAL REVIEW BRD	000000	18.34
		I-902 - 2025	101-4111-423	PUBLISHING MINUTES - 3/3/2025	000000	154.80
		I-905 - 2025	101-4111-423	PUBLISHING ORD.#1419- DRONE OPERATNG REGS	000000	43.19
		I-906 - 2025	101-4111-423	PUBLISHING NOH-GOLD ST CLOSE/OUTDOOR SIT	000000	13.10
01-2998	LODGE AT DEADWOOD					
		I-FOLIO378294-4/2/25	101-4111-427	TRAVEL SDML DIST#10 MEETING (ROOM)	000000	200.00
01-3977	ACE HARDWARE OF LEAD					
		I-041319	101-4111-422-01	PROF. SERV. S REPLACE CARTR-RESPIRATOR/SAFET	000000	180.94
01-4711	AMAZON CAPITAL SERVICES					
		I-1RQH-LDHQ-Y7RR	101-4111-426	SUPPLIES DIST.10 MEETING SUPPLIES	000000	84.93
				DEPARTMENT 111	COMMISSION	TOTAL: 1,113.22
01-0545	LYNN'S DAKOTA MART					
		I-TCKT 0053-4/7/25	101-4130-422	PROFESSIONAL ELECTION SUPPLIES	000000	43.31
01-4410	MCKEOWN, JESSICCA L.					

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 130 ELECTIONS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4410	MCKEOWN, JESSICCA L.	continued				
		I-04/06/25	101-4130-422	PROFESSIONAL ELECTION WORKERS' MEALS	000000	209.07
01-4433	WILLIAMS, DIANA					
		I-04/08/2025	101-4130-422	PROFESSIONAL ELECTION DEPUTY	000000	210.00
01-5067	ANDERSON, GERTRUDE S.					
		I-04/08/2025	101-4130-422	PROFESSIONAL ELECTION SUPERINTENDENT	000000	235.00
01-5403	GROSS, ELLEN					
		I-04/08/2025	101-4130-422	PROFESSIONAL ELECTION DEPUTY	000000	210.00
				DEPARTMENT 130 ELECTIONS	TOTAL:	907.38

01-2394	GUNDERSON, PALMER, NELS					
		I-139560	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,135.48
				DEPARTMENT 141 ATTORNEY	TOTAL:	3,135.48

01-0079	KETEL THORSTENSON, LLP					
		I-2009259147	101-4142-422	PROFESSIONAL 2023 AUDIT - FINAL BILLING	000000	2,500.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,164.56
01-3263	DEADWOOD MOUNTAIN GRAND					
		I-13987-FOLIO 14573	101-4142-427	TRAVEL LODGING-BLIZZARD / JAN P.-FIN.	000000	55.00
		I-RM9011 4/7-8/2025	101-4142-427	TRAVEL LODGING-ELECTION/ MADDY-FIN.	000000	56.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1171-Q77N-4MYG	101-4142-426	SUPPLIES DESK ORGANIZER - FINANCE	000000	52.12
				DEPARTMENT 142 FINANCE	TOTAL:	5,827.68

01-0223	COCA COLA BOTTLING HIGH					
		I-5075231	101-4192-426	SUPPLIES 2304 OUNCE USAGE/PUB BLDGS	000000	109.44
01-0407	SHERWIN-WILLIAMS CO					
		I-4348-3	101-4192-425-06	REPAIRS - DAY CLASSIC LIGHT BUFF/GRNDST BATH	000000	182.96
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,605.48
01-0539	LEAD-DEADWOOD SANITARY					
		I-04/01/25 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	25.11
		I-04/01/25 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-04/01/25	CONSUMPT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	14.30
		I-04/01/25	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	56.83
		I-04/01/25	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-04/01/25	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	303.39
		I-04/01/25	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	46.47
		I-04/01/25	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	35.51
		I-04/01/25	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-0551	MENARD'S					
		I-58272	101-4192-425	REPAIRS RIDGEPLEX PLANK-WALL MNT/PUB B	000000	362.57
		I-58558	101-4192-425	REPAIRS RIDGEPLEX PLANK/PUB BLDG	000000	407.10
01-0784	WESTERN STATES FIRE PRO					
		I-ASI015856	101-4192-425-06	REPAIRS - DAY FIRE PANEL MAINTENANCE/GRANDST	000000	595.00
01-1502	BLACK HILLS CHEMICAL					
		I-289900	101-4192-426	SUPPLIES (12) STAINLESS STEEL CLEANER/P	000000	142.58
		I-289901	101-4192-426	SUPPLIES DISPENSER/PUB BLDGS	000000	7.99
01-1626	SERVALL UNIFORM AND LIN					
		I-03/18/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1034283	000000	43.79
		I-03/18/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1034285	000000	104.84
		I-03/18/25	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1034284	000000	102.96
		I-03/18/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1034268	000000	42.11
		I-03/18/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1034270	000000	39.27
		I-03/20/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1035399	000000	208.63
		I-03/20/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1035400	000000	286.85
		I-03/20/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1035398	000000	84.59
		I-03/20/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1035397	000000	40.06
		I-04/01/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1039767	000000	43.81
		I-04/01/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1039769	000000	92.74
		I-04/01/25	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1039768	000000	96.45
		I-04/01/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1039750	000000	41.74
		I-04/01/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1039752	000000	38.96
		I-04/03/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1040925	000000	196.79
		I-04/03/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1040926	000000	286.85

PACKET: 07025 COMBINED - 4/22/25
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-04/03/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1040924	000000	78.41
		I-04/03/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1040923	000000	39.75
01-2073	SDN COMMUNICATIONS					
		I-231655	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-231655	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-231655	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-231655	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-231655	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-231655	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-231655	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
01-4057	VIEHAUSER ENTERPRISES,					
	I-57707		101-4192-426	SUPPLIES ASSA 140 KEY CUT 1200 CM/PB	000000	20.00
01-4625	FIB CREDIT CARDS					
		I-03/31/25	PUB BLDGS 101-4192-425-04	REPAIRS - CIT POPCORN POPPER DOOR/CITY HA	000000	28.94
		I-03/31/25	PUB WORKS 101-4192-425-21	REPAIRS - WEL ELKAY SALES-USPS/PUBLIC WORKS	000000	579.80
01-4957	ONSITE FIRST AID, LLC					
		I-5369	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	85.60
		I-5370	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	85.65
01-5179	TECHNOLOGY INC					
		I-1707	101-4192-422-04	PROFESSIONAL (24) VERKADA CAMERAS/CITY HALL	000000	1,158.00
		I-1707	101-4192-422-06	PROFESSIONAL- (24) VERKADA CAMERAS/GRANDSTAN	000000	1,158.00
		I-1707	101-4192-422-13	PROFESSIONAL (24) VERKADA CAMERAS/REC CENTE	000000	5,959.94
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	18,776.76
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000518	101-4193-422	PROFESSIONAL EMAIL SECUR, BKUP, WKSTNS	000000	2,711.48
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	2,711.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,817.53
01-4202	AXON ENTERPRISE, INC.					
		I-INUS311901	101-4210-434	MACHINERY/EQU 17 BODY WORN CAMERAS - POLICE	000000	20,450.16
		I-INUS327615	101-4210-434	MACHINERY/EQU 6 - SIM CARDS/CAMERAS- POLICE	000000	16.51
		I-INUS327637	101-4210-434	MACHINERY/EQU 1 - IN-CAR CAMERA - POLICE	000000	2,768.51
		I-INUS328387	101-4210-434	MACHINERY/EQU 6 IN-CAR CAMERAS - POLICE	000000	14,724.77
01-4625	FIB CREDIT CARDS					
		I-POLICECCDS-3/31/25	101-4210-426	SUPPLIES AMMUNITION - POLICE	000000	288.07

PACKET: 07025 COMBINED - 4/22/25
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
01-4625	FIB CREDIT CARDS	continued				
	I-POLICECCDS-3/31/25	101-4210-427	TRAVEL	REGIS.FEE/LDRSHIP SCHOOL- PD	000000	150.00
	I-POLICECCDS-3/31/25	101-4210-427	TRAVEL	FUEL FOR TRAINING/WATERTOWN	000000	35.46
	I-POLICECCDS-3/31/25	101-4210-427	TRAVEL	FUEL FOR TRAINING/WATERTOWN	000000	30.26
	I-POLICECCDS-3/31/25	101-4210-427	TRAVEL	FUEL FOR TRAINING/WATERTOWN	000000	61.95
	I-POLICECCDS-3/31/25	101-4210-427	TRAVEL	LODGING-HOUSKA/TRAINING-WTRTWN	000000	117.50
01-5034	STURGIS RESPONDER SUPPL					
	I-1400	101-4210-426	SUPPLIES	2-DICKIES,EMBROIDERY,BELT - PD	000000	112.23
	I-1421	101-4210-426	SUPPLIES	SEWING OF PATCHES-4 SHIRTS/ PD	000000	60.00
			DEPARTMENT 210	POLICE	TOTAL:	53,632.95
01-0320	WHITE'S CANYON MOTORS					
	I-76023 - 3/31/25	101-4221-434	MACHINERY/EQU	2025 FORD F550 (BRUSH #6) - FD	000000	60,000.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-04/01/25	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-0864	M & T FIRE AND SAFETY					
	I-14348	101-4221-425	REPAIRS	SUPER VAC SUPPLIES - FIRE DEPT	000000	60.00
01-2594	DEADWOOD FIRE DEPARTMEN					
	I-REIMB.3195,3782	101-4221-422	PROFESSIONAL	REIMB/MEMBRSHIP-SD FIREFIGHTRS	000000	975.00
01-4625	FIB CREDIT CARDS					
	I-FINANCECCDS3/31/25	101-4221-422	PROFESSIONAL	2025 FEDERAL CDL CHECK	000000	2.50
01-4711	AMAZON CAPITAL SERVICES					
	I-17DG-X1LC-93RN	101-4221-426	SUPPLIES	BACKUP CAMERA,SNAP HOOKS-FIRE	000000	204.98
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTRT	TOTAL:	61,897.55
01-0433	WELLMARK BLUE CROSS BLU					
	I-04/01/25	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-2243	MOHR, TRENT					
	I-SDBOA 04/08/25	101-4232-427	TRAVEL	ATTEND SDBOA TRAINING/BI	000000	14.00
01-4625	FIB CREDIT CARDS					
	I-03/31/25 PUB WORKS	101-4232-422	PROFESSIONAL	CERTIFIED LETTER/BLDG INSP	000000	9.96
01-5066	LOOKOUT PLAN + CODE CON					
	I-25021	101-4232-422	PROFESSIONAL	PLAN REVIEW 51 HIGHLAND/BI	000000	176.60
	I-25032	101-4232-422	PROFESSIONAL	PLAN REVIEW BERG DECK/BI	000000	223.20
	I-25033	101-4232-422	PROFESSIONAL	PLAN REVIEW VFW/BI	000000	353.00
			DEPARTMENT 232	BUILDING INSPECTION	TOTAL:	1,431.80

PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 310 STREETS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0120	ALTEC CAPITAL SERVICES	I-02232268	101-4310-434	MACHINERY/EQU LEASE 2019 FORD F750/STRTS	000000	30,615.24
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,897.73
01-0561	SOUTH DAKOTA 811	I-SD25-00735	101-4310-422	PROFESSIONAL JAN-MARCH FAX-MSG LOCATE/STRTS	000000	8.96
01-1333	DEADWOOD ELECTRIC	I-23347	101-4310-426	SUPPLIES SUPPLIES KNUCKLE-BUTTON/STRTS	000000	101.70
01-1340	BARCO MUNICIPAL PRODUCT	I-IN-251601	101-4310-426	SUPPLIES SPEED BUMPS-REBAR SPIKES/STRTS	000000	992.30
01-3977	ACE HARDWARE OF LEAD	I-041313	101-4310-426	SUPPLIES (5) 60# QUIKCRETE/STRTS	000000	34.15
		I-041340	101-4310-426	SUPPLIES (10) 60# QUIKCRETE-PENCIL/STRT	000000	74.54
		I-041346	101-4310-426	SUPPLIES (10) 60# QUIKCRETE/STRTS	000000	71.90
		I-041377	101-4310-426	SUPPLIES (10) 60# QUIKCRETE/STRTS	000000	71.90
01-4180	WEST TIRE ALIGNMENT	I-1-38782	101-4310-425	REPAIRS ALIGNMENT LABOR/STRTS	000000	89.95
01-4625	FIB CREDIT CARDS	I-FINANCECCDS3/31/25	101-4310-422	PROFESSIONAL 2025 FEDERAL CDL CHECK	000000	15.00
01-5356	CED SPEARFISH	I-8170-1007149	101-4310-426	SUPPLIES (6) 9W 2700K A19 BULB 60W/STRT	000000	22.68
DEPARTMENT 310 STREETS					TOTAL:	37,996.05
01-4630	SANDER SANITATION SERVI	I-03/31/25 RES GARB	101-4320-422	PROFESSIONAL MARCH RESIDENTIAL GARBAGE	000000	13,307.76
DEPARTMENT 320 SANITATION					TOTAL:	13,307.76
01-0418	BLACK HILLS PIONEER	I-129475	101-4520-423	PUBLISHING DECOR AT OAKRIDGE AD/PARKS	000000	32.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,147.17
01-1589	TEAM LABORATORY CHEMICA	I-INV0045730	101-4520-426	SUPPLIES (12) GRANULAR FERTILIZER/PARKS	000000	806.00
01-1652	BLOOMERS FLOWERS & GIFT					

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1652	BLOOMERS FLOWERS & GIFT	continued				
		I-40507	101-4520-426	SUPPLIES	PEACE LILY OLIVIA WEILER/PARKS 000000	65.00
01-2069	BARCO PRODUCTS					
		I-INVR031304	101-4520-426	SUPPLIES	MEMORIAL BENCH ANDERSON/PARKS 000000	1,175.24
		I-INVR031307	101-4520-426	SUPPLIES	MEMORIAL BENCH GORDON/PARKS 000000	1,354.14
01-3977	ACE HARDWARE OF LEAD					
		I-041309	101-4520-426	SUPPLIES	EMERY CLOTH-SEAL TAPE/PARKS 000000	16.83
		I-041318	101-4520-426	SUPPLIES	THREAD SEAL TAPE/PARKS 000000	1.25
		I-041342	101-4520-426	SUPPLIES	(12) SPRAYPAINT BURGUNDY/PARKS 000000	64.68
01-4574	UNITED LABORATORIES					
		I-INV431955	101-4520-426	SUPPLIES	VEGETATION KILLER-RIM RIDER/PR 000000	1,042.86
01-4625	FIB CREDIT CARDS					
		I-03/31/25 PUB BLDGS	101-4520-426	SUPPLIES	FLANGE PARTS WAREHOUSE/PARKS 000000	27.81
01-4711	AMAZON CAPITAL SERVICES					
		C-1FCF-KKCX-1LYG	101-4520-426	SUPPLIES	GAS PRESSURE WASHER/PARKS 000000	333.84-
01-5295	WAREING STURGIS					
		I-6016032/1	101-4520-426	SUPPLIES	FILTER ASY-OIL-MOTORCRAFT/PARK 000000	99.85
01-5321	THE JUNK DRAWER					
		I-7953	101-4520-426	SUPPLIES	HI VIZ SAFETY WEAR/PARKS 000000	858.50
				DEPARTMENT 520	PARKS	TOTAL: 9,357.49
01-0418	BLACK HILLS PIONEER					
		I-918 - 2025	101-4640-423	PUBLISHING	NOH - CUP / 9 SHINE-EMRICK 000000	24.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	655.07
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 679.82
				FUND	101 GENERAL FUND	TOTAL: 211,566.36

4/18/2025 9:40 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 206 LIBRARY FUND
DEPARTMENT: 550 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 8
BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,965.21
01-4625	FIB CREDIT CARDS					
	I-LIBRARYCCD 3/31/25	206-4550-427	TRAVEL	TRAINING WEBINAR - LIBRARY	000000	80.10
	I-LIBRARYCCD 3/31/25	206-4550-424	PROGRAMMING	POSTERS,SUPPLIES-NLW PROGRAMS	000000	109.61
01-4950	BROWN, PATRICIA	I-04/14/25	206-4550-427	TRAVEL	MILEAGE TO BHLC MTG- RAPID CTY 000000	55.61
			DEPARTMENT 550	LIBRARY	TOTAL:	2,210.53
			FUND	206 LIBRARY FUND	TOTAL:	2,210.53

4/18/2025 9:40 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,637.67
01-1502	BLACK HILLS CHEMICAL					
		I-289915	209-4510-426	SUPPLIES HEALTH GARD-DECK BRUSH/REC	000000	57.17
		I-290278	209-4510-426	SUPPLIES CLARIO-ROLL TOWEL-FOAMY/REC	000000	400.85
01-2889	ATCO INTERNATIONAL					
		I-I0642638	209-4510-426	SUPPLIES (2) T-N-T/REC CENTER	000000	266.00
01-3991	MIDCONTINENT TESTING LA					
		I-132863	209-4510-422	PROFESSIONAL BACTERIA-FLD CHLORINE TEST/REC	000000	23.50
01-4711	AMAZON CAPITAL SERVICES					
		I-13HP-TYJK-NWPX	209-4510-426	SUPPLIES MISC KIDS PARTY FAVORS/REC	000000	194.78
		I-1JXW-DXMK-43WM	209-4510-426	SUPPLIES 85# STEEL WEIGHT SET/REC	000000	149.00
		I-1Y37-Q7PH-PF9C	209-4510-426	SUPPLIES TAPE-AA BATTERIES-CORD-BRSH/RE	000000	51.01
			DEPARTMENT 510	REC CENTER	TOTAL:	2,779.98
01-0475	DEADWOOD CHAMBER & VISI					
		I-04/08/25	209-4980-422	PROFESSIONAL BILL LIST THRU 4/8/2025 - B&B	000000	92,619.30
		I-04/08/25	209-4980-422	PROFESSIONAL BILL LIST THRU 4/8/25-EV.CMPLX	000000	5,606.25
01-4625	FIB CREDIT CARDS					
		I-FINANCECCDS3/31/25	209-4980-429	OTHER EASTER EGG HUNT SUPPLIES/REC	000000	223.69
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	98,449.24
			FUND	209 BED & BOOZE FUND	TOTAL:	101,229.22

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 212 BID #8

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-4000835	212-4630-423	MARKETING ALL TRAILS YRLY FEE 3/25-3/26	000000	35.99
DEPARTMENT 630 BID 8						TOTAL: 35.99
FUND 212 BID #8						TOTAL: 35.99

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 213 BID #1-6

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-04/08/25	213-4630-423	MARKETING	BILL LIST THRU 4/8/25-BID 1-6	000000 17,638.10
				DEPARTMENT 630	BID	TOTAL: 17,638.10
				FUND	213 BID #1-6	TOTAL: 17,638.10

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-040825	215-4572-215	VISITOR MGMT BILLS FOR 3/2025	000000	17,500.00
		I-040825	215-4572-210	VISITOR MGMT BILLS FOR 3/2025	000000	12,240.48
01-0551	MENARD'S					
		I-57695	215-4572-235	VISITOR MGMT TIMBER OIL WAGON STAIN	000000	177.99
01-0951	DEADWOOD ALIVE					
		I-1302-25	215-4572-235	VISITOR MGMT APRIL 2025	000000	20,000.00
01-2742	LEAD-DEADWOOD BASEBALL					
		I-040825	215-4572-235	VISITOR MGMT 2025 SPONSORSHIP	000000	300.00
01-4906	STONE LAND SERVICES, LL					
		I-2025-01	215-4572-235	VISITOR MGMT BOOTS ON BRICKS 3RD BILLING	000000	4,664.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	54,882.47
01-2014	TOMS, DON					
		I-040825	215-4573-335	HIST. INTERP. 2010.03.14.68 AGG & MINERAL	000000	600.00
01-3314	CENTURY BUSINESS PRODUC					
		I-784476	215-4573-335	HIST. INTERP. COPIER TONER/ARCHIVES	000000	569.67
01-4319	AMERICAN ASSN. FOR STAT					
		I-18353	215-4573-325	HIST. INTERP. MEMBERSHIP	000000	118.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	1,287.67
01-0539	LEAD-DEADWOOD SANITARY					
		I-04/01/25 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	22.00
01-4913	HOMESTAKE OPERA HOUSE					
		I-13240	215-4575-520	GRANT/LOAN PR 2024 RD1 OUTSIDE OF DWD GRANT	000000	10,000.00
01-5052	AVID4 ENGINEERING					
		I-25-107.1	215-4575-505-04	85 CHARLES ST 142 SHERMAN ELEVATION CERT.	000000	1,525.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	11,547.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40000518	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-21732	215-4576-600	PROFES. SERV. 5 HARRISON RW	000000	957.40
		I-21735	215-4576-600	PROFES. SERV. 114 MCGOVERN HILL RW	000000	925.00

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,	continued				
		I-21736	215-4576-600	PROFES. SERV. BULLOCK HOTEL SIDEWALK	000000	957.40
01-2394	GUNDERSON, PALMER, NELS					
		I-139560	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	880.00
01-5052	AVID4 ENGINEERING					
		I-23-123.20	215-4576-600	PROFES. SERV. GIS TECH SERVICES 3/22/25	000000	1,485.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		6,219.80
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2025-041	215-4577-705	CAPITAL ASSET LIBRARY GARDEN PROJECT	000000	1,200.00
01-5038	BRITE IDEAS LLP					
		I-20255	215-4577-760	CAPITAL ASSET ACRYLIC GLOBE	000000	772.40
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		1,972.40
01-0418	BLACK HILLS PIONEER					
		I-129827	215-4641-423	PUBLISHING ADMIN ASST CLASSIFIED	000000	173.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,869.22
01-1652	BLOOMERS FLOWERS & GIFT					
		I-40805	215-4641-426	SUPPLIES PLANT/RUNGE	000000	71.99
01-1827	MS MAIL					
		I-15122	215-4641-426	SUPPLIES OVAL LABELS	000000	225.00
01-4625	FIB CREDIT CARDS					
		I-G078004747	215-4641-422	PROFESSIONAL MICROSOFT CORP	000000	294.79
		I-G082096824	215-4641-422	PROFESSIONAL MICROSOFT CORP	000000	283.78
01-4711	AMAZON CAPITAL SERVICES					
		I-1M1F-6JKC-CCJH	215-4641-426	SUPPLIES COFFEE SUPPLIES	000000	142.58
				DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:		3,060.36
				FUND 215 HISTORIC PRESERVATION TOTAL:		78,969.70

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0558	NHS OF THE BLACK HILLS					
		I-2025-3	216-4653-960	CLOSING CO CREDIT REPORTS	000000	650.63
		I-2025-4	216-4653-422	PROFESSIONAL SERVICE CONTRACT APRIL 24	000000	3,500.00
01-1496	LAWRENCE CO. REGISTER O					
		I-032725	216-4653-960	CLOSING CO REC FEE 422 WILLIAMS KNIPPER	000000	30.00
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	4,180.63

FUND 216 REVOLVING LOAN					TOTAL:	4,180.63

01/18/2025 9:40 AM
PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: 330 WATER
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-904 - 2025	602-4330-423	PUBLISHING/BA AD FOR BIDS-WTR EXPANSION PROJ	000000	125.78
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,916.67
01-0539	LEAD-DEADWOOD SANITARY	I-04/01/25 EQR	602-4330-422	PROFESSIONAL APRIL EQR/WATER	000000	21,629.60
01-0561	SOUTH DAKOTA 811	I-SD25-00735	602-4330-422	PROFESSIONAL JAN-MARCH FAX-MSG LOCATE/WATER	000000	8.96
01-0684	NORTHWEST PIPE FITTINGS	I-1511599	602-4330-425	REPAIRS PRESSURE BOOSTER PUMP/WATER	000000	808.76
01-0828	USA BLUEBOOK	I-INV00669757	602-4330-426	SUPPLIES LIQUID DPD1A-DPD1B-DPD3/WATER	000000	69.54
01-1467	SD ASSN. OF RURAL WATER	I-23896 CONF #	602-4330-427	TRAVEL EXPO ATTENDEE REGISTRATION/WTR	000000	135.00
01-4625	FIB CREDIT CARDS	I-FINANCECCDS3/31/25	602-4330-422	PROFESSIONAL 2025 FEDERAL CDL CHECK	000000	5.00
01-4721	TOWEY DESIGN GROUP INC.	I-25-1127	602-4330-422	PROFESSIONAL 25-004 RIDGE PLAN REVIEW/WATER	000000	616.25
01-5289	RAPID ROOTER	I-9100F	602-4330-422	PROFESSIONAL CAMERA STORM DRAIN/WATER	000000	607.00
				DEPARTMENT 330 WATER	TOTAL:	27,922.56
				FUND 602 WATER FUND	TOTAL:	27,922.56

PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
DEPARTMENT: 580 HISTORIC CEMETERIES
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2025-044	607-4580-422	PROFESSIONAL BID-CONSTRUCTION ADMIN/MM	000000	142.00
01-4625	FIB CREDIT CARDS					
		I-G078004747	607-4580-422	PROFESSIONAL MICROSOFT CORP	000000	294.79
		I-G082096824	607-4580-422	PROFESSIONAL MICROSOFT CORP	000000	283.78

			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	720.57

			FUND 607	HISTORIC CEMETERIES	TOTAL:	720.57

4/18/2025 9:40 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 07025 COMBINED - 4/22/25
VENDOR SET: 01
FUND : 610 PARKING/TRANSPORTATION
DEPARTMENT: 360 PARKING/TRANSPORTATION
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,155.61
01-0508	GALLS, LLC	I-030876159	610-4360-426	SUPPLIES GTX-POLO-DEFEND PANT/P&T	000000	270.95
01-4711	AMAZON CAPITAL SERVICES	I-1KRP-TJ1P-4TR3	610-4360-426	SUPPLIES ATV LOADING RAMP/P&T	000000	239.39
		I-1PFN-GRPQ-31RV	610-4360-426	SUPPLIES UTILITY WINCH/P&T	000000	131.99
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	4,797.94
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,286.40
01-1354	INLAND TRUCK PARTS & SE	I-IN-1756828	610-4361-425	REPAIRS REPLACE STUP-SLIP YOKE/TROLLEY	000000	413.51
		I-IN-1785097	610-4361-425	REPAIRS (4) VELVAC/TROLLEY	000000	62.88
01-1502	BLACK HILLS CHEMICAL	I-289666	610-4361-426	SUPPLIES GLEM GLASS CLEANER/TROLLEY	000000	168.55
01-1503	BLACK HILLS SPECIAL SER	I-38448	610-4361-422	PROFESSIONAL MARCH CONTRACT CLEANING/TROLLE	000000	2,650.00
01-4625	FIB CREDIT CARDS	I-FINANCECCDS3/31/25	610-4361-422	PROFESSIONAL 2025 FEDERAL CDL CHECK	000000	40.00
		I-G078004747	610-4361-422	PROFESSIONAL MICROSOFT CORP	000000	294.79
		I-G082096824	610-4361-422	PROFESSIONAL	000000	283.78
01-4734	BLACK HILLS DOORS	I-19171	610-4361-425	REPAIRS REPLACE BROKEN SPRINGS/TROLLEY	000000	1,032.63
01-5295	WAREING STURGIS	C-5026332	610-4361-425	REPAIRS CREDIT ON A RETURN/TROLLEY	000000	72.01-
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	7,160.53
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/25	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	655.07
01-5356	CED SPEARFISH	I-8170-1007195	610-4362-426	SUPPLIES 11523 70W SQR CNPY LT/RAMP	000000	83.08
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	738.15
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 12,696.62

PACKET: 07025 COMBINED - 4/22/25

VENDOR SET: 01

FUND : 723 NICKEL CITY SLOT PAYMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-04/10/25	723-4000-429	OTHER CITY SLOTS - PYMT 10, YR 1	000000	32,386.36
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	32,386.36
				FUND 723 NICKEL CITY SLOT PAYMENT	TOTAL:	32,386.36
					REPORT GRAND TOTAL:	489,556.64

RESOLUTION NO. 2025-12**Resolution in Support of an Application for Financial Assistance to the South Dakota Housing and Development Authority by Deadwood Ridge Apartments, LLC, and / or its Affiliates, Agents, or Assigns, for the Benefit of Multifamily Development**

Whereas, Deadwood Ridge Apartments, LLC have determined it is necessary to proceed with improvements to connect to the existing City infrastructure, thus enabling additional multifamily housing to be constructed in the city limits of Deadwood which the City of Deadwood supports; and

Whereas, the City and Developer have determined financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Housing and Development Authority shall be prepared by Deadwood Ridge Apartments, LLC (Developer) for the proposed development; and

Whereas, the City does not imply nor commit to any guarantee or acceptance of the project infrastructure now or in the future, especially if the plans do not meet the City's requirements for adequate drinking water, water treatment capacity and distribution, storm sewer, curb, gutter and sidewalk, and all other necessary improvements as needed; and

Whereas, the City has access to adequate treatment facilities and water supply to accommodate the proposed development through the Lead-Deadwood Sanitary District; and

Whereas, the 2022 Deadwood / Lead Housing Study identified the need for additional multifamily housing in the moderate to market price range; and

Whereas, the City acknowledges that there is a significant housing shortage in the City of Deadwood and this proposed multifamily development will help but not resolve the housing shortage.

Now Therefore, Be It Resolved by the City of Deadwood as follows:

1. The City hereby supports the submission of an Application for financial assistance by Deadwood Ridge Apartments, LLC, to the South Dakota Housing and Development Authority.
2. City officials of the City of Deadwood are hereby authorized to deliver such other documents as necessary, to assist with the Application

Adopted this 21st day of April, 2025.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Prepared by:
Quentin L. Riggins
GUNDERSON, PALMER,
NELSON & ASHMORE, LLP
P. O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

WARRANTY DEED

The City of Deadwood, a South Dakota municipality, of 102 Sherman Street, Deadwood, South Dakota, Grantor(s), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby grant(s), convey(s), and warrant(s) to Deadwood Resort, LLC, a South Dakota Limited Liability Company, of 100 Pine Crest Drive, Deadwood, South Dakota, Grantee(s), any and all interest, right, and title, Grantors may have in the following described real estate in Lawrence County, South Dakota:

Deadwood Resort Lot 1-A, being a portion of the Replat of Deadwood Resort Lots 1 and 2, City of Deadwood, Lawrence County, South Dakota all located in the NE1/4 & SE1/4 of Section 14, T5N, R3E, BHM, City of Deadwood, L/C, SD

together with and all improvements, buildings and appurtenances thereto appertaining or belonging; subject to easements, restrictions and reservations of record

Dated the ____ day of _____, 2025.

David R. Ruth, Jr., Mayor, Grantor

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

On this the _____ day of _____, 2025, before me, the undersigned officer, personally appeared David R. Ruth, Jr., known to me or satisfactorily proven to be the Mayor of the City of Deadwood, whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____



2201 E 54th N, Sioux Falls, South Dakota 57104
Phone 605-271-7000
craig.linn@convergint.com

April 1, 2025

City of Deadwood
City of Deadwood
102 Sherman St Deadwood, South Dakota 57732
Attention: Lorney Stalder

Quotation: CL01784310P

Reference: City of Deadwood Lenel Server Upgrade

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Provide parts and labor to install new Lenel Onguard access control server and software to manage the access control system at location.
- Convergent will provide new workstation, install updated Onguard software, and migrate existing access control database from current Windows 7 PC to new server/software.
- Convergent will be required to renew and bring current the existing software support license that has expired, to allow for generation of new updated software license.
- Project to assume will ship new server to Sioux Falls office for software installation and database migration, then ship server to Rapid City office for scheduling of tech installation of server at site. Once new server is onsite, Tech will verify that all controllers and panels are online successfully, along with testing with site to ensure that all existing doors and badges are functioning correctly.
- Project to assume that there are no other remote client workstations, and if required to install remote client software on new workstations, may require additional charges to be incurred.
- Project also to assume all existing hardware and software is functional and operational prior to upgrade/migration.
- Lenel Onguard System ID# 86108

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	4.00	SUSP-W-ES	32ES SUSP PLAN. Covers 32ES, 32ESI, IDES Systems, GO-ES systems. (Multiyear discount - \$600 per 3 years (\$200 per year) with no cost migration to Elements)	\$ 470.00	\$ 1,880.00
2	1.00	Inspiron 3880	Dell Inspiron 3880 Business Desktop Computer, Core i5, 8GB DDR4 RAM, 1TB 7200RPM HDD, 802.11AC WiFi, VGA, HDMI, Windows 10 PRO OR Similar	\$ 1,500.00	\$ 1,500.00

Equipment Total	\$	3,380.00
Labor/Freight/Warranty	\$	3,407.52
Total Project Price	\$	6,787.52

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergent's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergent's control. If such cost increases arise, Convergent will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergent will use commercially reasonable efforts to minimize such increases.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.



IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services.

By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**

Total Project Investment:

\$ 6,787.52

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Craig Linn

Convergent
Craig Linn

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies Terms and Conditions (Install & T&M)**Version 4.1 (US AND CANADA) September 2024**

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is

completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of

fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.



P.O. Box 861 | Spearfish, South Dakota 57783
 6056416339 | bhtreewise@gmail.com | www.bhtreewise.com

RECIPIENT:**City of Deadwood Street Dept.**

125 Sherman st
 Deadwood, SD 57732

Quote #1603

Sent on Apr 07, 2025

Total \$2,600.00

Product/Service	Description	Qty.	Unit Price	Total
Tree Pruning	Canopy reduction on large cottonwood tree over structures, remove large limbs, haul away material	1	\$2,600.00	\$2,600.00

Subtotal \$2,600.00

Tax Exempt (0.0%) \$0.00

Total \$2,600.00

This quote is valid for the next 30 days, after which values may be subject to change.

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



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

MEMORANDUM

Date: April 21, 2025
To: City Commission
From: Kevin Kuchenbecker,
Planning, Zoning and Historic Preservation Officer
Re: Approve Payment – Ponderosa Land Surveys, LLC

The Planning and Zoning office is requesting approval to pay Ponderosa Land Surveys, LLC for the plat completed for 171 Charles Street. The plat was approved by the City Commission on April 7, 2025. The agreement with Pat and Rhonda Mollman was for the City to pay for the reconfiguration of the parcels into two separate plats and a right-of-way for McGovern Hill Road. This is in exchange for the steep hillside portion of the property to protect the viewshed in the National Historic Landmark District. This parcel will be deeded over to the Deadwood Historic Preservation Commission in the near future.

The cost of the plat is \$3,441.25.

Recommended Motion:

Approve payment for Ponderosa Land Surveys, LLC.

Invoice

PONDEROSA LAND SURVEYS, LLC

332B W MAIN ST

Lead, SD 57754

Ph. (605) 722-3840

Fax: (605) 722-3858

blackhillssurveyor@gmail.com

Date	Invoice #
04/07/2025	8560

Bill To

City of Deadwood
102 Sherman St.
Deadwood, SD 57732

Project

Item	Description	Rate	Amount	Quantity
1-Man GPS Crew	PLAT OF TRACT 1, TRACT 2 AND DEDICATED PUBLIC RIGHT OF WAY OF MOLLMAN SUBDIVISION FORMERLY TRACTS A1, C-1, C-2 OF M.S. 207 AND A PORTION OF M.S. 207; LOTS MK8 AND MK9 OF THE MICKELSON TRAIL AND SCHOOL LOT 23 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA LOCATED IN THE NE1#4 OF SECTION 27, T5N, R3E, B.H.M.	180.00	1,755.00	9.75
Computer Aided Dr...	Sales Tax	95.00 6.20%	1,686.25 0.00	17.75
Thank you for your business.		Total \$3,441.25		

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
KEY CITY LANDSCAPES, LLC RE: DEADWOOD LIBRARY GARDEN**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," Key City Landscapes, LLC, with its principal place of business located at 119 David Drive, Sturgis, South Dakota 57785, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the preservation improvements to the Deadwood Library Garden in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR which provides compensation in the amount of Twenty-Eight Thousand Three-Hundred Dollars and 00/100 (\$28,300.00) to include the Twenty-Seven Five Hundred Dollars and 11/100 (27,500.00) base bid, including mobilization, and adding Eight Hundred Dollars and 00/100 (\$800.00) to upgrade the Chroma Lamont Tumbled pavers;

WHEREAS, CITY will pay the projected costs in the amount of Twenty-Eight Thousand Three-Hundred Dollars and 00/100 (\$28,300.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. CONTRACTOR shall provide preservation improvements to the Deadwood Library Garden;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
6. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
7. CONTRACTOR shall fully execute the work described in the Contract Documents;
8. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
9. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2025.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2025.

Key City Landscapes, LLC:

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, the owner of Key City Landscapes, LLC, and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____



Miguel Tobias | 605-499-8909 | miguel@keycitylandscapes.com | Sturgis, SD

Proposal

Date 4-2-2025
Submitted To City Of Deadwood Attn: Randy Adler
Project Deadwood Library Garden
Location Deadwood, SD

We hereby submit estimates for:

Mobilizations @ \$ 1,500.00 / ea Total \$ 1,500.00

Landscape Items

5 3gal shrubs
60 1 gal perennials
40 lf 4" composite edging
11 cy shredded bark mulch
Misc drip tubing
70 sf Versa-Lok Retaining Wall (choice of std. colors: black, grey, tan, red, brown)
60 1.5 cuft bags premium planting soil
266 sf Chroma Tahoe textured pavers (choice of 4 colors)
56 lf Gator paver edge
7 cy road base
300 sf nylon weed barrier (under pavers only)
500 sf Sod (Initial 1-time water only) Total \$ 27,500.00

Paver Options (in lieu of Chroma Tahoe)

Chroma Lamont Tumbled Pavers (choice of 6 colors) ADD \$ 800.00

Chroma Cobble Pavers (choice of 2 colors *onyx is NA at this cost) ADD \$ 1,720.00

NOTES: The above prices do NOT include topsoil, topsoil spreading, amendments, rough or fine grading, weed spraying, mowing, watering, erosion control maintenance, and or removal unless quoted and accepted. Key City to approve all site conditions prior to the start of any project.
All pricing subject to contractor excise tax and or sales tax.

Credit card payments will be subject to 3% processing fee. Interest will be charged monthly on all invoices after thirty days at a rate of 18%. All material guaranteed to be as specified. All work to be completed in a quality manner, according to standard practices. Any changes from the above specifications involving extra costs will become an extra charge over and above the estimate and will be billed at standard rates unless a written change order has been issued. All agreements, contingent upon all accidents or delays beyond our control, including weather. Guarantee does not cover damage due to pests, deer, pets, accidents, negligence, or acts of God. Owner shall carry fire, tornado and other necessary insurance and shall be responsible for any damage to

completed operations caused by others, including damage by elements such as heavy rain and or high winds. Our workers are fully covered by workman's Compensation Insurance. Full and complete payment will be expected before any warranty work will be done. Key City reserves the right to file liens prior to 90 days for non-payment.

Authorized Signature  Miguel Tobias, Owner

(Note: we may withdraw this proposal if not accepted within 10 days.)

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____





Key City Landscapes LLC

119 David Dr. Sturgis, SD

(605) 499 8909

miguel@keycitylandscapes.com

Project: Deadwood Library Garden

Constuction Schedule:

Project Duration 2 weeks start to finish (weather dependent)

It would be Key City's intent to be complete by August.

Versa-Lok® Standard



DAKOTA STONE BLEND



CHARCOAL



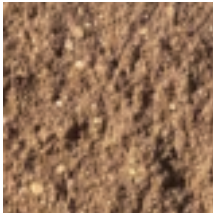
MARBLE BLEND



GRAY



BROWN



TAN



MOCHA BLEND



Retaining Wall Dimensions
Depth: 12"

6 x 16



XL Cap Dimensions
Depth: 13"

3 x 18 / 12



Section 6 Item o.

TAN



Versa-lok® wall systems offer an “all-in-one” solution for outdoor projects. A universal block that is structurally sound and produced with earth-rich colors to fit into the style of any project.

TAHOE PAVER



BEECHWOOD



CASCADE



GLACIER CREEK



LATTE

- Textured surface, irregular/chamfered edge, small auto-spacer
- Chroma Color facemix technology
- Three-piece, one-pallet systems
- Available by pallet or layer
- Suitable for all pedestrian, pool and all vehicle applications
- Use 6 x 12 Accent, American Brick, Cobble Stone or Colonial pavers for borders and insets
- To avoid damaging pavers, use a roller compactor or buffer pad when compacting



Size	Dimensions	Face Area	Weight	Units/Layer	Layers	Units/Pallet	Pallet Weight
Small	4.87 x 9.87 x 2-3/8" H	0.33 sq. ft.	8.86 lbs.	8			
Medium	9.87 x 9.87 x 2-3/8" H	0.67 sq. ft.	18.26 lbs.	6	8 (11.75 sq. ft)	152 (94 sq. ft.)	2,575 lbs.
Large	14.75 x 9.87 x 2-3/8" H	1.01 sq. ft.	27.13 lbs.	5			

Pallet square footage is accurate, layers and bands square footages have been rounded. Dimensions shown are actual unless noted.



Manufactured by:

Rochester
Concrete Products™

7200 Broadway Ave. N, Rochester, MN 55906
Phone: 507-288-8850
rochesterpcp.com



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LAMONT PAVERS



- Tumbled/aged appearance, straight edge detail, NO auto-spacer
- Thru-mix color; non-facemix
- *4 x 8 and 6 x 8 in Brown, Buff, Onyx
- Palletized separately, available by pallet or band
- Suitable for paths, patios, pool decks, vehicular
- Use 6 x 12 Accent, American Brick or Cobble Stone pavers for borders and insets
- Use plate or roller compactor when compacting



Size	Dimensions	Face Area	Weight	Units/Band	Bands/Pallet	Units/Pallet	Pallet Weight
4 x 8*	4 x 8 x 2-3/8" H	0.24 sq. ft.	7 lbs.	80 (19.2 sq. ft.)	5	400 (96 sq. ft.)	2,625 lbs.
6 x 8*	6 x 8 x 2-3/8" H	0.35 sq. ft.	10 lbs.	50 (17.8 sq. ft.)	5	250 (89 sq. ft.)	2,450 lbs.
10 x 8	10 x 8 x 2-3/8" H	0.59 sq. ft.	17 lbs.	40 (23.75 sq. ft.)	4	160 (95 sq. ft.)	2,710 lbs.
12 x 8	12 x 8 x 2-3/8" H	0.71 sq. ft.	21 lbs.	40 (28.5 sq. ft.)	4	160 (114 sq. ft.)	3,170 lbs.

Dimensions shown are nominal. Pallet square footage is accurate, layers and bands square footages have been rounded to nearest whole number.



Manufactured by:

7200 Broadway Ave. N, Rochester, MN 55906
Phone: 507-288-8850 • Fax: 507-535-1487
rochesterpcp.com



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COBBLE STONE PAVER



BEECHWOOD



MOONLIGHT GRAY



ONYX

- Textured top, radius corners
- Large auto-spacer, high-flow-rate, eco/permeable
- Chroma Color facemix technology
- Four-piece, one-pallet system
- Available by pallet or layer
- Suitable for all pedestrian, pool and non-commercial vehicle applications
- To avoid damaging pavers, use a roller compactor or buffer pad when compacting



Size	Dimensions	Face Area	Weight	Units/Layer	Layers	Units/Pallet	Pallet Weight
Small	7.05 x 5.87 x 2-3/8" H	0.29 sq. ft.	7.44 lbs.	8			
Medium	8.63 x 5.87 x 2-3/8" H	0.35 sq. ft.	10.26 lbs.	8			
Large	10.2 x 5.87 x 2-3/8" H	0.42 sq. ft.	10.78 lbs.	8	8 (12.33 sq. ft.)	256 (98.7 sq. ft.)	2,584 lbs.
X Large	11.77 x 5.87 x 2-3/8" H	0.48 sq. ft.	12.32 lbs.	8			

Pallet square footage is accurate, layers and bands square footages have been rounded. Dimensions shown are actual unless noted.



Manufactured by:

Rochester
Concrete Products™

7200 Broadway Ave. N, Rochester, MN 55906
Phone: 507-288-8850
rochesterpcp.com



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Notice of Award

Dated April 17, 2025

Project: Deadwood Library Garden	Owner: City of Deadwood, South Dakota	Owner's Contract No.: N/A
Contract: General Construction		Landscape Architect's Project No.: 2024-014
Bidder: Key City Landscapes, LLC		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
119 David Dr.		
Sturgis, SD 57785		

You are notified that your Bid dated April 2, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **2025 Deadwood Library Garden improvements** in the amount of **twenty-eight thousand and three hundred dollars (\$28,300)**

Base Bid: \$27,500 with selected upgrade to paving for an additional \$800

(Indicate total Work, alternates or sections or Work awarded

The Contract Price of your Contract is twenty-eight thousand and three hundred dollars (\$ 28,300.00).

An electronic copy of the Drawings and Project Manual can be made available to you at your request.


You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) signed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders, and General Conditions and Supplementary Conditions.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Tallgrass Landscape Architecture, LLC
Landscape Architect

By: 

Authorized Signature

Principal Landscape Architect
Title

Copy to Kevin Kuchenbecker, City of Deadwood
Copy to Randy Adler, City of Deadwood



**METERING AND
TECHNOLOGY
SOLUTIONS**

Metering And
Technology Solutions
Metering and
Technology Solutions
12016 Riverwood Dr
Burnsville MN 55337
United States

Section 6 Item p.

Estimate

#EST3699

4/10/2025

Customer

EMAIL INVOICES
City of Deadwood
Deadwood SD 57732
United States

TOTAL

\$3,456.00

Expires: 7/9/2025

Expires

7/9/2025

Sales Rep

Farrell Anderson

Quantity	Item	Rate	Amount
12	UGHRELCDTT25 M25 Gallon 9 Dial HRE-LCD; 25' Twist Tight Wire	\$104.00	\$1,248.00
12	UGORIONME08TT Orion ME Module; 8" Twist Tight; 64394-020 Wall Mount Bracket	\$184.00	\$2,208.00
Subtotal			\$3,456.00
Tax Total (0%)			\$0.00
Total			\$3,456.00

*Pricing subject to change due to unforeseen increases in import costs

ESTIMATE

Straight Line Striping
 1713 Space Ct
 Rapid City, SD 57701

stpdan61@gmail.com
 +1 (605) 381-4940

City Of Deadwood Curb Main St**Bill to**

City Of Deadwood
 102 Sherman St
 Deadwood, SD 57732
 Curbs On Main St

Ship to

City Of Deadwood Curb Main St
 City Of Deadwood
 102 Sherman St
 Deadwood, SD 57732

Estimate details

Estimate no.: 939
 Estimate date: 04/14/2025
 Expiration date: 05/14/2025

#	Product or service	Description	Qty	Rate	Amount
1.	CrossWalk	Cross Walk Painted Twice	6005	\$0.20	\$1,201.00
2.	Curb	Curb Yellow	16288	\$0.20	\$3,257.60
3.	Curb	Curb Red	425	\$0.36	\$153.00
4.	4" yellow	4" Yellow Stripe	2976	\$0.20	\$595.20
5.	Curb	Curb Blue	728	\$0.36	\$262.08
6.	Mobilization	Mobilization	2	\$150.00	\$300.00

Subtotal \$5,768.88

Sales tax \$115.38

Note to customer

ESTIMATE IS GOOD FOR 30 DAYS

Total \$5,884.26

Expiry date 05/14/2025

Accepted date

Accepted by

ESTIMATE

Straight Line Striping
 1713 Space Ct
 Rapid City, SD 57701

stpdan61@gmail.com
 +1 (605) 381-4940

Bill to

City Of Deadwood Streets Sherman
 City Of Deadwood
 Sherman St, Lee St, St &
 Pine St.
 Deadwood,
 Deadwood, SD 57732

Ship to

City Of Deadwood Streets Sherman
 City Of Deadwood
 108 Sherman St.
 Deadwood, SD 57732

Estimate details

Estimate no.: 1034
 Estimate date: 04/14/2025
 Expiration date: 05/14/2025

#	Product or service	Description	Qty	Rate	Amount
1.	4" yellow	4" Yellow Stripe	3220	\$0.20	\$644.00
2.	4" White	4" White Stripe	3860	\$0.20	\$772.00
3.	Curb	Curb Yellow	3170	\$0.20	\$634.00
4.	Curb	Curb Blue	60	\$0.36	\$21.60
5.	Curb	Curb Purple	240	\$0.48	\$115.20
6.	Arrows	Arrows Ex Large	14	\$15.00	\$210.00
7.	CrossWalk	Cross Walk Bars Painted Rwice	78	\$20.00	\$1,560.00
8.	Stop Bar	Stop Bar Painted Twice	16	\$30.00	\$480.00
9.	Mobilization	Mobilization	2	\$150.00	\$300.00

Subtotal \$4,736.80

Sales tax \$94.74

Note to customer

ESTIMATE IS GOOD FOR 30 DAYS

Total \$4,831.54

Expiry date 05/14/2025

Number: **434094**

Date: 4/14/2025

Bill-To

City of Deadwood
102 Sherman Street
Deadwood, SD 57732 USA

Ship-To

Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 USA

Source: SO No. 279477

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Ship Via	Terms
92	92	92				Net 30

Wireless for Days of '76, per Quote# 72322

**Adjustment to Quote:

\$18,539.58 Original Quote Amount

+ \$6,387.88 change order 72841 add 6 bridges; add two switches+support for EoL switches at Parks and City Hall

= \$24,927.46 Total

Approved 12/16/24

Qty.	Description
3	Ruckus ICX7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1GbE uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features 3 Serial Numbers have been assigned FEA3232U110 FEA3232U38J FEA3232U3B4
1	Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+ Serial Number: 332472002337
6	Ruckus R350 - Wireless access point - Wi-Fi 6 - 2.4 GHz, 5 GHz 6 Serial Numbers have been assigned 472373000734 472373000752 472373001286 472373001344 472373002022 472373002090
2	Ruckus ICX 7150-C12P - Switch - L3 - managed - 12 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 2 x 1 Gigabit / 10 Gigabit SFP+ 2 Serial Numbers have been assigned FEK3817V031 FEK3817V03M

Item Total: \$24,927.46

Total Due Includes Applicable Labor and Taxes: \$24,927.46

No Payments Received

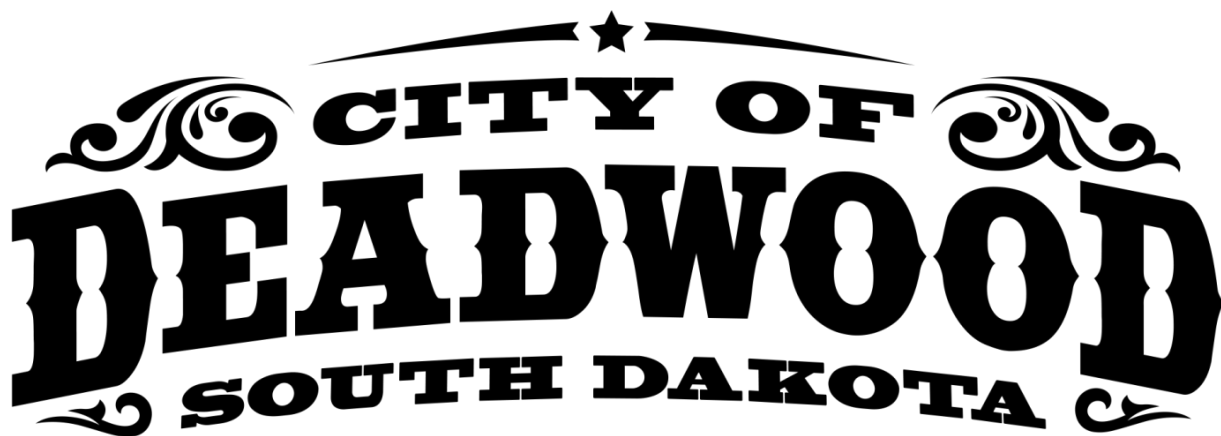
Total Due after payments: \$24,927.46

Invoice Balance as of: 4/14/2025 \$24,927.46

NOTICE:

- * A 20% restocking fee may be applied to unopened returns.
- * A 1.5% monthly finance charge, with a \$5.00 minimum, may be assessed on past due balances.
- * A 40% fee may be added to any account sent to collections.

(* denotes repair item)



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

Deadwood Lead 76ers Swim Team Practice * Amended *

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Deadwood Lead 76ers Swim Team PracticeEvent Date(s): September 23, 2024 Total Anticipated Attendance: April 2025 ** August 9
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 3:30 p.m. AM / PM (to): 6:30 p.m. AM / PMLocation / Staging Area: Swimming Pool

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

Please describe the scope of your setup / assembly work (specific details): _____
Use of 2-3 lanes Monday-Friday. Use of 3rd lane when available.

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Lead 76ers Swim TeamChief Officer of Organization (NAME): Stephenie Campbell, Misty & Hailey Trehwella, Sarah DirApplicant (NAME): Misty Trehwella Business Phone: (____) _____Address: _____
(city) (state) (zip code)Daytime phone: (605) 641-4549 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 Pager/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

☒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 of 2-3 (3rd lane when available) lanes in pool Monday - Friday

Waiver of fees

Swimmers will pay membership

Ok'd through Jereamy to coordinate with him on practice schedule.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☒☐

Will Items or services be sold at the event? If **YES**, please describe: _____

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☒☐

Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted June 1, 2023

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

☒
☐

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES

☒
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: MT

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

Acknowledge acceptance with initial: MT

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☒
☐

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

NO YES

☒
☐

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

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

NAME: _____ PHONE: _____

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____
 Agent's Name: _____
 Business Phone: (____)_____ Policy Number: _____ Policy Type: _____
 Address: _____
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

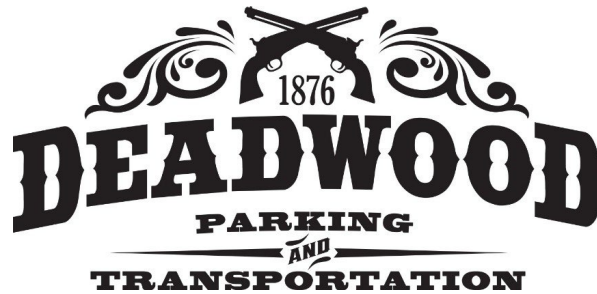
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT): Misty Trehwella Title: Treasurer/Admin Official

Misty Trehwella Digitally signed by Misty Trehwella
Date: 2024.07.31 12:13:39 -06'00' Date: 7/31/2024 March 23

(Signature of Applicant/Sponsoring Organization)

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



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

MEMORANDUM

Date: April 18, 2025
To: Deadwood City Commission
From: Justin Lux, Parking & Transportation Director
Re: Accept BID for Deadwood Hill Trailhead Parking Lot Construction

The Parking & Transportation Department is requesting permission to award a contract for construction of a trailhead parking lot on a parcel of land on Highway 85, south of its intersection with Mt. Roosevelt Road.

This office received a bid from five contractors (bid tabulation attached). Based on this bid, this office is requesting the City Commission consider awarding the project to Western Construction, Inc at a cost of \$1,006,911. The City has been awarded \$212,762 from the South Dakota Recreation Trails Program Motorized Trailhead Grant for the construction of this parking lot.

Recommended motion

Move to accept quote from Western Construction, Inc for Deadwood Hill Trailhead Parking Lot for the cost of \$1,006,911.00 with funding from the Parking and Transportation fund and allow Mayor to sign a prepared contract when completed.

BID TAB	
17-Apr-25	
Deadwood Hill Trailhead Project	
Probable Construction Cost	<u>\$1,159,236.10</u>
<u>Bidder</u>	<u>Base Bid</u>
Heavy Construction	\$ 1,376,610.99
Johner and Sons	\$ 1,260,378.58
Rogers Construction	\$ 1,223,751.12
Simon Contractors	\$ 1,497,794.00
Western Construction	\$ 1,006,911.00
Staff Present:	
Jessicca McKeown	
Justin Lux	
Lornier Stalder	
Randy Adler	
Also Present:	
Blake Bauer, Rogers Construction	
Morgan Rogers, Rogers Construction	
Adam Bauer, Simon Contractors	
Nick Degan, Western Construction	
Steve, Heavy Construction	

ADVERTISEMENT FOR BIDS

**Deadwood Hill Trailhead Parking Lot
City of Deadwood
Deadwood, South Dakota**

City of Deadwood

Owner

102 Sherman Street

Address

Deadwood, SD 57732

Separate sealed BIDS for furnishing labor, equipment and material for the DEADWOOD HILL TRAILHEAD PARKING LOT will be received by the City of Deadwood **until 2:00 PM on Thursday, April 17, 2025, at the offices of the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732.** The bids will then be publicly opened and read aloud at that date and time with results presented on April 21, 2025, at the City Commission meeting at City Hall 102 Sherman Street, Deadwood, SD.

The CONTRACT DOCUMENTS may be examined and/or obtained at the following locations:

Construction Industry Center, P.O. Box 1227, 2771 Plant Street, Rapid City, SD

FMG Engineering, located at 3700 Sturgis Road, Rapid City, SD 57702, telephone number (605) 342-4105.

Copies of the plans, specifications, and contract documents may be obtained at the office of FMG Engineering. Plans and specifications obtained at FMG Engineering will be free of charge to South Dakota contractors.

Each bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Deadwood.

Owner retains the right to reject any and all bids.

Dated this 17th day of March 2025

Jessicca McKeown

City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 27, 2025, April 3, 2025

For any notice that is published twice:

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

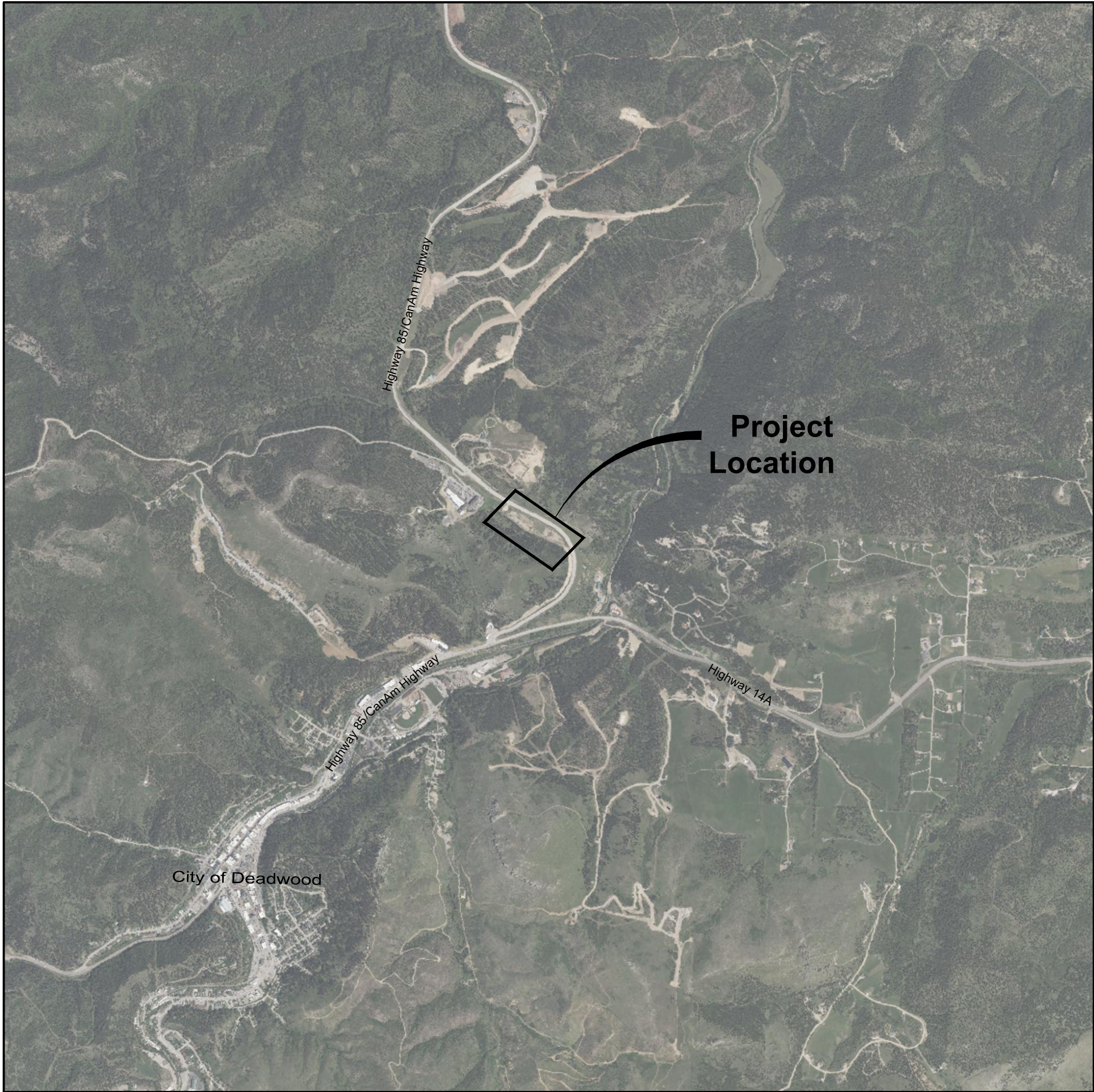
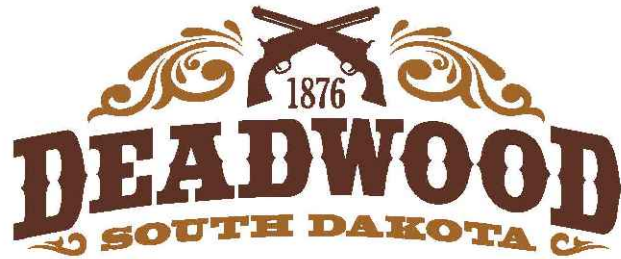
City of Deadwood

Deadwood Hill Trailhead Parking Lot

Deadwood, South Dakota

July 2024

TALLGRASS
Landscape Architecture for the American West
TALLGRASS LANDSCAPE ARCHITECTURE
413 NORTH 4TH STREET
CLUSTER, SD 57730
INFO@TALLGRASSLANDSCAPEARCHITECTURE.COM
605.673.3167
TALLGRASSLANDSCAPEARCHITECTURE.COM



VICINITY MAP
Not To Scale

Index of Sheets

- C1

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- C2

General Notes & Legends
- C3

Existing Conditions & Removals
- C4

Erosion Control
- C5

Site Plan
- C6

Grading Plan
- C7-C9

Cross Sections
- C10

Details
- C11

Details
- L1

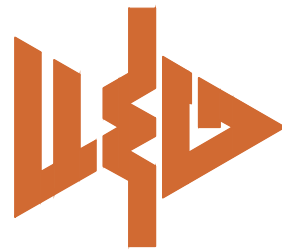
Landscape Layout
- L2

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Electrical Site Plan

FMG ENGINEERING



3700 Sturgis Road
Rapid City, SD 57702
605.342.4105 • fmgengineering.com



File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

Revision / Date

Sheet Name:

Title
Sheet

Sheet Number:

C1

GENERAL CIVIL NOTES

SPECIFICATIONS TO BE USED

Unless otherwise noted on the drawings, in the contract documents, or in the detailed specifications all work on these drawings shall be in accordance with the South Dakota Department of Transportation (SDDOT) Standard Specifications for Roads and Bridges, 2015 Edition, including all current updates, except as modified in these plans and the bidding documents.

In the event of a conflict between the standard specifications, the contract documents, and plan notes, the more stringent requirement, as determined by the Engineer, shall prevail.

CONSTRUCTION SCHEDULE REQUIREMENTS

The Contractor shall submit the proposed construction schedule not less than (7) working day prior to the preconstruction meeting.

COORDINATION AND SCHEDULING

A preconstruction meeting will be conducted, the Contractor will be required to attend this and other periodic meetings as necessary with the Engineer and Owner for the purpose of scheduling and coordination during the course of construction.

PERMITS

The Contractor shall be responsible for obtaining all necessary permits and permit fees for this project. Copies of all permits shall be provided to the Engineer prior to beginning work.

EROSION AND SEDIMENT CONTROL

The Contractor is solely responsible for procuring coverage for pollution control for the project. Pollution control shall be in accordance with applicable local and federal rules and regulations. Appropriate Erosion and Sediment Control Measures shall be maintained until the site is permanently stabilized.

A SDDANR stormwater permit for general construction activities will be required as the area of disturbance is over one (1) acre. The owner shall complete the Notice of Intent and pay the associated fee, but the Contractor shall be responsible for preparation and maintenance of the Stormwater Pollution Prevention Plan (SWPPP).

MATERIALS TESTING

Materials Testing is the responsibility of the Owner and will be performed by FMG Engineering. Contractor to coordinate with FMG Engineering for required testing. It is the Contractor's responsibility to coordinate their work and schedule testing with the Owner's testing agency.

The Owner shall provide initial testing only, any additional testing required at no fault of the Owner shall be the responsibility of the Contractor. If additional special testing be required because of insufficient work quality through no fault of the Owner, the Contractor shall pay for all required re-testing necessary to assure the Engineer and Engineer that the integrity of the final product meets the intent of the plans and specifications.

SUBMITTALS

Submittals shall be made by the Prime Contractor in accordance with Specifications To Be Used. Submittals shall be made at least 7 working days before Contractor's need for approval. Electronic files (PDF documents) for each submittal shall be made. Submittals shall clearly identify the project and specification section. Submittals shall be certified and dated by the Contractor as being in compliance with the specifications and plan requirements unless. Any deviations from specification requirements shall be noted by the Contractor.

The term "submittals" includes drawings, diagrams, descriptive literature, illustrations, instructions, schedules, performance and test data, product data sheets, material safety data sheets, and similar materials by a Supplier or Contractor, to illustrate material or equipment for some portion of the work.

Any work done prior to Engineer's approval shall be at the Contractor's risk. Re-submittals shall be made the same as for original submittals with changes from the previous submittal clearly shown.

RECORD DRAWINGS

The Contractor shall document all changes. Maintain onsite and separate from documents used for construction, one complete set of contract documents as record drawings. Changes include work which is installed differently than shown on the plans. Record drawings shall be provided to the Engineer upon completion.

EXISTING UTILITIES

The South Dakota one call number was called for utility locates during survey activities for the design. The utilities shown on the drawings are from the one call markings made for that project as otherwise noted on the drawings. The location of all existing utilities may not be shown on the plans or are not accurately represented on the drawings.

Existing overhead and underground power lines, overhead and underground telephone lines, fiber optic cables, water lines, gas mains, sewer lines, and other utilities not authorized to be removed shall be supported and protected from injury by the Contractor during construction and until completion of the work affecting them. The Contractor is responsible for having all utilities located prior to beginning construction. The Contractor shall be liable for damages done to such existing facilities and he shall hold the Owner harmless from any liability or expense for injuries, damages, or repairs to such facilities.

The Contractor shall coordinate all work with the utility companies. No additional payment will be made for this work.

The Contractor is to verify the existence and location of the existing utilities at the site. No extra payment will be made because of different utility locations or any other utilities that may be present unless pre-approved by the Owner and Engineer.

TRAFFIC CONTROL

The Contractor shall be responsible for Traffic Control. The Contractor shall maintain traffic in accordance with Standard Specifications. Provide Traffic Control Plan to City of Deadwood and SDDOT for approval for all work in public right of way. Submit copy of approved Plan. No additional payment shall be made.

EARTHWORK - UNCLASSIFIED EXCAVATION

All material encountered in the site work excavation shall be considered unclassified excavation regardless of the actual type of material encountered and no extra payment will be made for varying materials.

The Contractor is responsible to determine the amount of earthwork that will be necessary to complete the project. The Contractor shall dispose of excess excavation at a Contractor furnished site.

If soft or unstable materials are encountered during grading operations the contractor shall notify the Engineer for review of that area. Stabilization of these areas may be required as directed by the Engineer. So long as the project is constructed as shown on plans, plans quantities shall be the basis for payment and no additional payment shall be made. Earthwork quantities shown are for reference only and do not include shrink, swell, or reductions/additions to account for surfacing

materials.

CONTRACTOR PROVIDED WATER

The Contractor shall be responsible for providing water for compaction of earthen and granular materials used for the project. Water needed for turf reestablishment, street cleaning, and other miscellaneous items shall also be provided by the Contractor.

SUBGRADE SCARIFICATION

In areas under pavement, after subgrade elevations is reached and immediately prior to placing aggregate base course, the Contractor shall scarify the subgrade to the depth indicated on the drawings, adjust the moisture content, and compact the materials per the specifications. Subgrade scarification shall result in full processing of the soil using disks, rippers, blades, or other suitable equipment such that the soil is fully mixed prior to compaction. Subgrade shall be compacted to a density no less than 95 percent of the maximum dry density as determined by the Modified Proctor (ASTM D 1557.91).

SUBGRADE AND BASE COURSE PROTECTION AND MAINTENANCE

The Contractor shall protect and maintain the completed compacted subgrade and aggregate base course. Where completed subgrade or base course areas are affected by subsequent construction operations or adverse weather, the Contractor shall scarify the surface, reshape, and compact the material to required moisture and density prior to further construction.

THE TESTING AGENCY SHALL BE NOTIFIED TO TEST THE SUBGRADE BELOW ALL PAVEMENTS IMMEDIATELY BEFORE THE PLACEMENT OF MATERIALS ABOVE THE SUBGRADE TO VERIFY THE SUBGRADE MEETS SPECIFICATIONS.

No extra payment will be made for subgrade and base course protection and maintenance.

SUBGRADE AND AGGREGATE BASE COURSE PROOFROLLING

Before placement of the aggregate base course the prepared subgrade shall be proof rolled by the Contractor. Before placement of asphalt or concrete pavements the prepared aggregate base course shall be proof rolled by the Contractor. Proof rolling of these areas is required to check for unstable or soft areas and is required regardless of passing compaction tests. The Contractor shall furnish required heavy equipment to proof roll the areas. A materials technician from FMG Engineering must be present during proof rolling operations.

Soft areas or unstable areas discovered during proof rolling shall be stabilized to the satisfaction of the Engineer. No extra payment will be made for proof rolling.

AGGREGATE BASE COURSE

Material for aggregate base course shall conform to the requirements for Limestone Ledge Rock Base Course in Section 882 of the Standard Specifications. The aggregate supplier shall submit material sampling and testing results obtained during the year the material will be placed.

A PRE-PAVING MEETING

The Contractor shall schedule and coordinate a pre-paving meeting with the paving Superintendent, Job Foreman, Engineer, and the Owner's Testing personnel prior to initiating paving activities. It's the Paving Superintendent's responsibility to review paving requirements including but not limited to anticipated weather conditions, truck schedules, delivery schedules, paver speed set for deliveries, actions to be taken in the event of paving interruptions, maximum paver stoppage permitted, joint requirements, subcontractor scheduling, traffic control, asphalt surface raking requirements, etc.

ASPHALT CONCRETE PAVEMENT

Asphalt shall comply with the Standard Specifications.

Asphalt Concrete shall be Class E, see details. Mix design submittals are required. Mix design shall be based on material samples obtained during the year the material will be placed. Asphalt Binder shall be PG 64-22.

Recycled Asphalt Product (RAP) may be used in the asphalt composite at a ratio of up to but not exceeding 15% by weight.

Tack coat shall be applied between lifts of pavement if the lower lift becomes cold or dirty.

PAVEMENT MARKINGS

All materials shall meet Section 633 of the standard specifications be applied per manufacture's recommendations.

All pavement markings for the striping and handicap symbols shall be completed using pavement marking paint. All striping for the parking lot shall be 4" wide yellow paint.

Handicap symbols shall be painted per ADA, Local code, and shall include a blue background and white symbol.

Handicap access aisles and/or painted parking lot islands shall be painted with 4" wide stripes 2.0' on center.

The perpendicular parking stall stripes shall not vary by more than 1.0 degree from being perpendicular to the center stripe or curb line. Variations of more than 1.0 degree will require obliteration and restriping.

The new pavement shall be allowed to age a minimum of 7 days prior to painting of pavement markings. Aging time less than this requires approval of the Engineer. Pavements shall be cleaned prior to painting. Damage to existing or new pavement markings caused by Contractor equipment and operations will require repainting of those damaged areas at no extra cost to the Owner.

Paint shall be applied at a rate of 16.9 gallons/mile for a 4" wide stripe.

REVEGETATION

All existing turf ed areas disturbed by the construction shall be revegetated. See Landscaping Plans for seed mix and planting details. No additional payment shall be made for areas disturbed outside those shown on plans.

Existing Topography and Survey Legend

	Survey Control Point
	Benchmark
	Found Survey Monument
	Set Survey Monument ('x' In Concrete)
	Spot Elevation
	Borehole
	Monitor Well
	Sanitary Sewer Line
	Cleanout
	Water Line
	Post Indicator Valve
	Curbstop
	Gate Valve
	Butterfly Valve
	Fire Hydrant
	Well
	Meter Pit
	Irrigation Control Valve
	Sprinkler Head
	Fiber Optic Line
	Telephone Line
	Telephone Manhole
	Communications Riser
	Overhead Utility Line
	Underground Power Line
	Power Pole
	Power Pole Anchor
	Traffic Signal Pole
	Light Pole
	Electrical Manhole
	Electrical Junction Box
	Electric Meter
	Gas Line
	Gas Meter
	Gas Valve
	Down Spout
	Roof Drain
	Sign
	Delineator Post
	Mailbox
	Tree (deciduous) Plus Trunk Diameter
	Tree (coniferous) Plus Trunk Diameter
	Stump Plus Trunk Diameter
	Bush
	Bush (deciduous)
	Bush (evergreen)
	Edge Of Trees
	Wire Fence
	Wood Fence
	Chain Link Fence
	Guardrail
	Curb & Gutter
	Detectable Warning Panel
	Riprap
	Contour (1')
	Contour (5')
	Property/R.O.W. Line
	Easment Line
	Section Line
	1/4 Section Line
	1/8 Section Line
	Section R.O.W. Line

Note Regarding Existing Utilities

Unless otherwise noted, utility locations shown are based on field marked locations provided by South Dakota One Call, and where possible, field measurements. Existence and location of actual utilities may vary from that shown. Contractor must verify location of all utilities before excavation.

Proposed Surfacing Legend

	Asphalt Pavement
	Asphalt Driveway
	PCC Pavement
	Concrete Driveway
	Gravel Surfacing
	Concrete Sidewalk
	Reinforced Concrete Sidewalk
	Sidewalk Ramp with Detectable Warning Panel
	Concrete Curb and Gutter
	Concrete Curb and Gutter (Tilted)
	Concrete Fillet
	Concrete Fillet (Tilted)

Proposed Utilities Legend

	Fire Hydrant
	Gate Valve and Box
	Curb Stop
	Post Indicator Valve (PIV)
	Water Meter
	Water Main Fittings
	Cap or Plug
	Tracer Wire Box or Tracer Wire and Cathodic Test Station Boxes
	Water Main
	Sanitary Sewer Cleanout
	Sanitary Sewer Manhole
	Tracer Wire Box
	Sanitary Sewer Main
	Storm Sewer Inlet (Sizes and Types Vary)
	Riprap
	Storm Sewer Pipe or Culvert
	Storm Sewer Pipe End Sections
	Roof Drain Pipe
	Foundation Drain Pipe

Grading Callout Legend

	Existing Major Contour
	Existing Minor Contour
	Finish Grade Major Contour (5')
	Finish Grade Minor Contour (1')

TP = Top of Pavement
Lip = Gutter Lip
TC = Top of Curb
FO = Fillet Corner
TSW = Top of Sidewalk
TEW = Top of Thickened Edge Sidewalk
FL = Flow Line
FG = Finish Grade
EG = Existing Grade
TW = Top of Wall
BW = Finish Grade at Bottom of Wall
BB = Bottom Block Wall Elevation

Drainage Direction Arrow

Sidewalk Slope in All Directions
Shall Not Exceed 1.5%

Proposed Site Legend

	Sign
	Chainlink Fence
	Barbedwire Fence
	Ornamental Fence
	Common Utility Trench
	Underground Power Line
	Gas Main
	Storm Sewer Pipe or Culvert
	Parking Count
	Existing Parking Count

Demolition and Removals Legend

	Asphalt Pavement Removal
	Concrete Pavement Removal
	Gravel Surfacing Removal
	Landscape Removal Area
	Curb and Gutter Removal
	Gas Line Removal
	Water Line Removal
	Sanitary Sewer Line Removal
	Power Line Removal
	Fiber Optic Line Removal
	Telephone Line Removal
	Storm Sewer Pipe Removal
	Utility Abandonment In-Place

FMG ENGINEERING

3700 Sturgis Road
Rapid City, SD 57702
605.342.4105 • fmgengineering.com



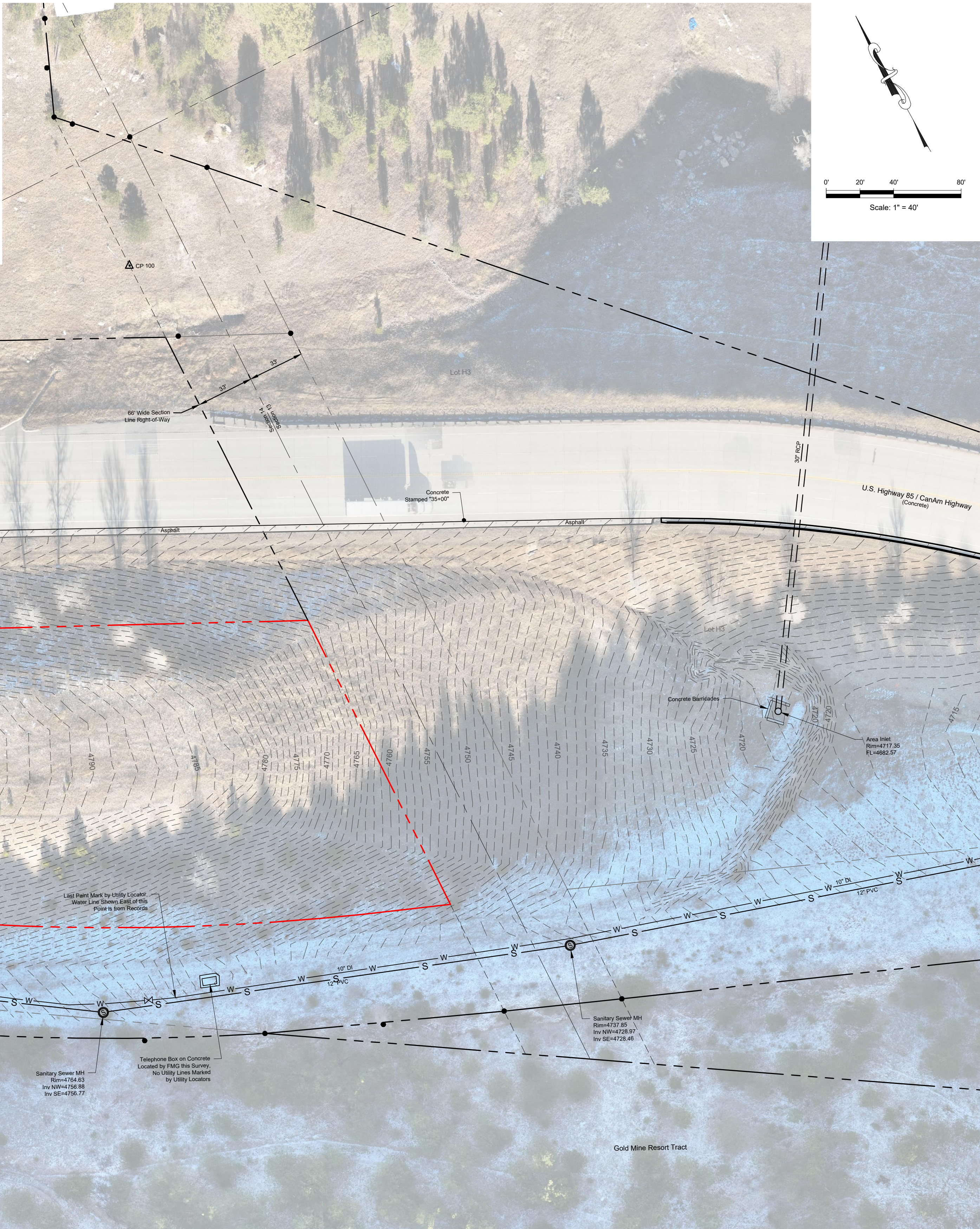
File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

City of Deadwood

Deadwood Hill Trailhead Parking Lot

Deadwood, South Dakota

Revision / Date
Sheet Name:
General Notes & Legends
Sheet Number:
C2



Point Number	Easting	Northing	Point Elevation	Description
1	998405.0410'	226840.3990'	4811.90	5/8" Rebar
2	998567.9120'	226301.9190'	4713.43	5/8" Rebar
100	998068.4430'	226874.0220'	4773.70	SDDOT Control Point

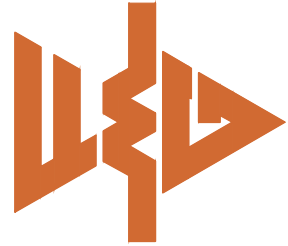
Basis of Bearings
The coordinates, bearings and distances shown are based on the South Dakota State Plane Coordinate System-North Zone, NAD83(2011), US Feet. All Distances are Grid.

NAVD88. Geoid G2018u0.

Basis of coordinate system and elevations: GNSS static observation and OPUS Post Processing Solution.

Note Regarding Aerial Photography
Aerial photography from FMG drone flown on 12/15/23.

Note Regarding Utilities
Unless otherwise noted, utility locations shown are based on field marked locations provided by South Dakota One Call, and where possible, field measurements. Existence and location of actual utilities may vary from that shown. Contractor must verify location of all utilities before excavation.



File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
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City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

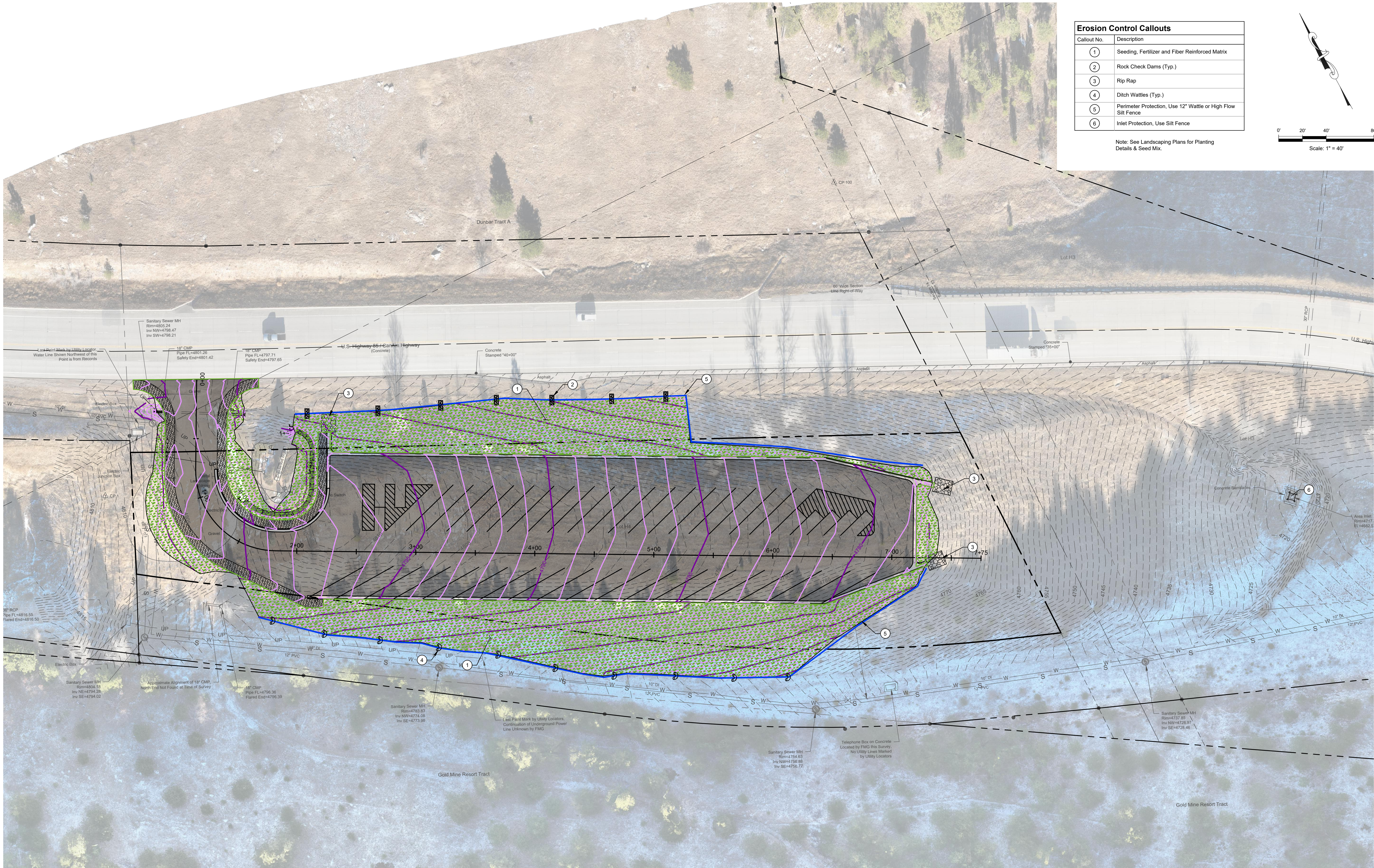
Revision / Date

Sheet Name:

Erosion
Control

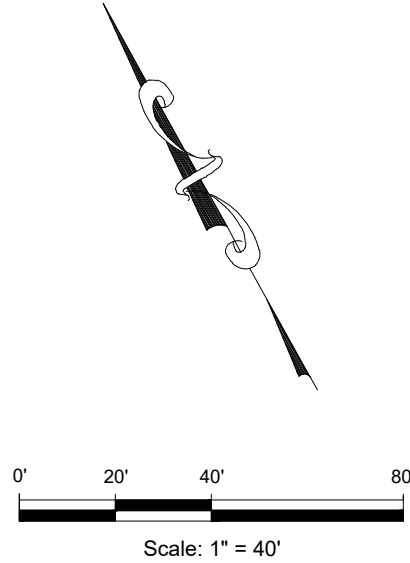
Sheet Number:

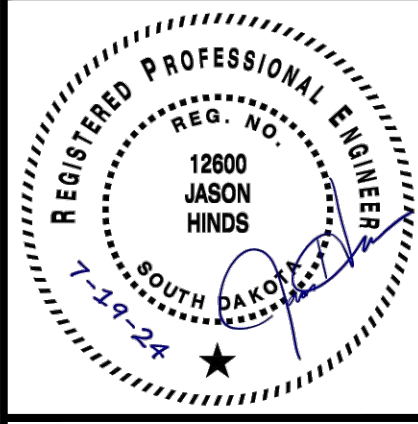
C4



Erosion Control Callouts	
Callout No.	Description
①	Seeding, Fertilizer and Fiber Reinforced Matrix
②	Rock Check Dams (Typ.)
③	Rip Rap
④	Ditch Wattles (Typ.)
⑤	Perimeter Protection, Use 12\" Wattle or High Flow Silt Fence
⑥	Inlet Protection, Use Silt Fence

Note: See Landscaping Plans for Planting Details & Seed Mix.





File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
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City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

Revision / Date

Sheet Name:

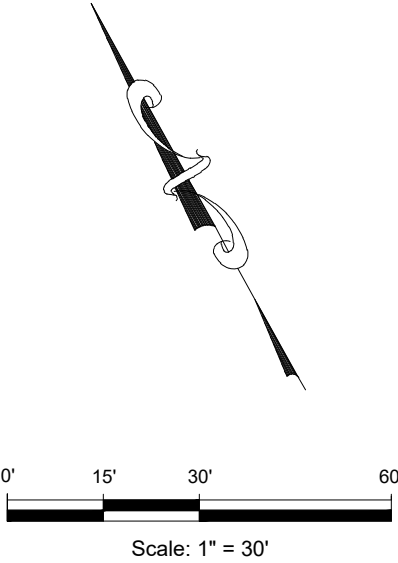
Site
Plan

Sheet Number:

C5



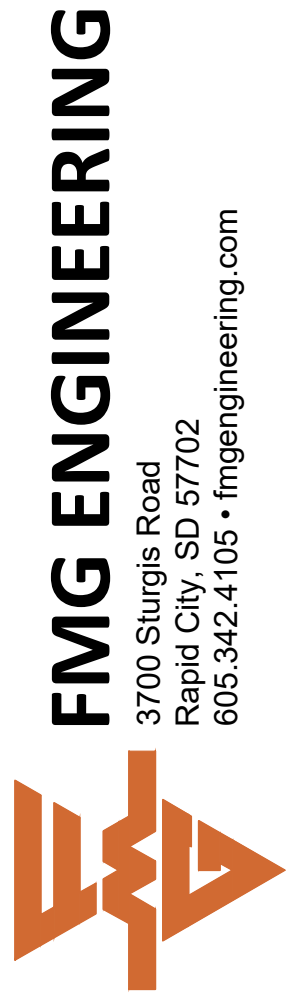
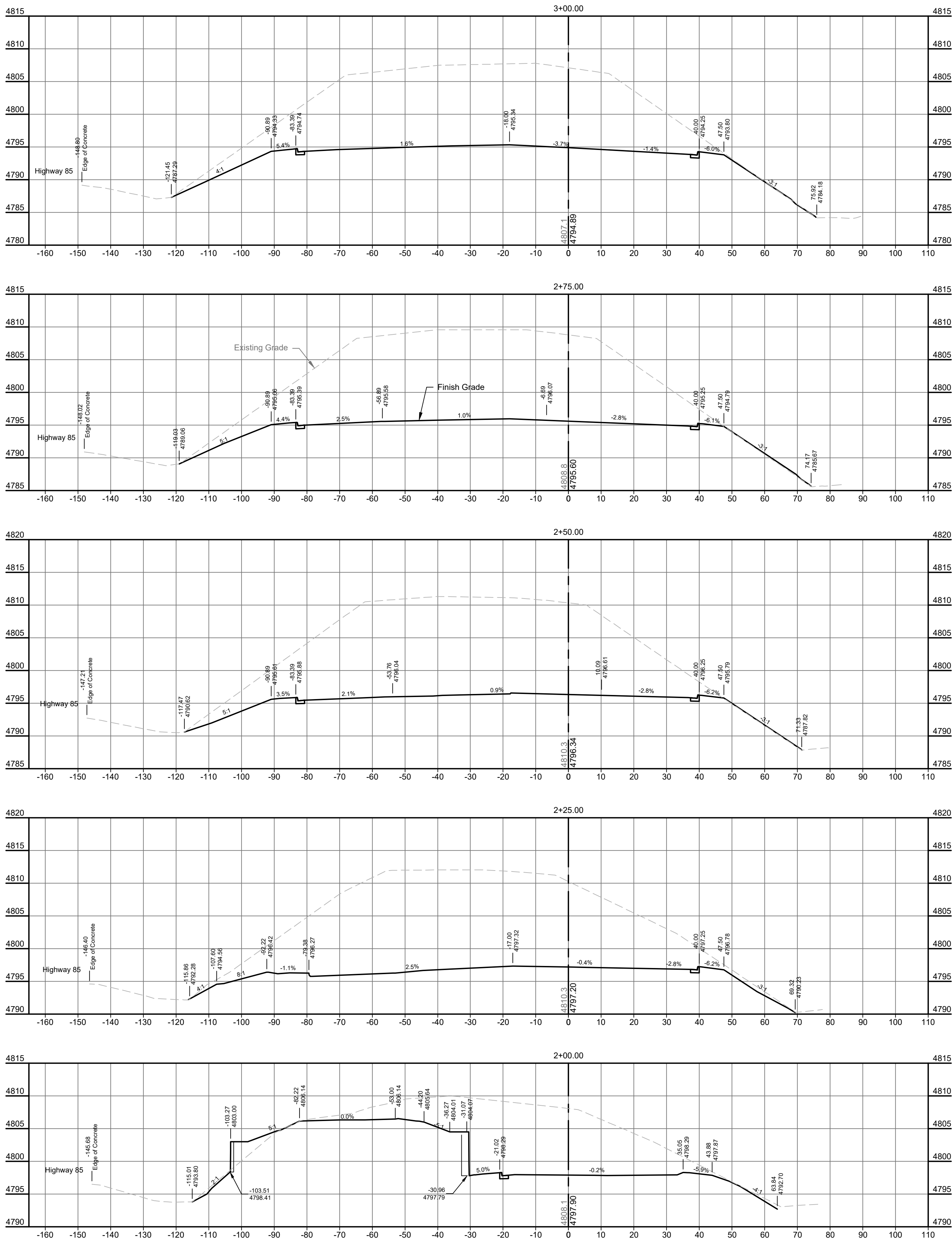
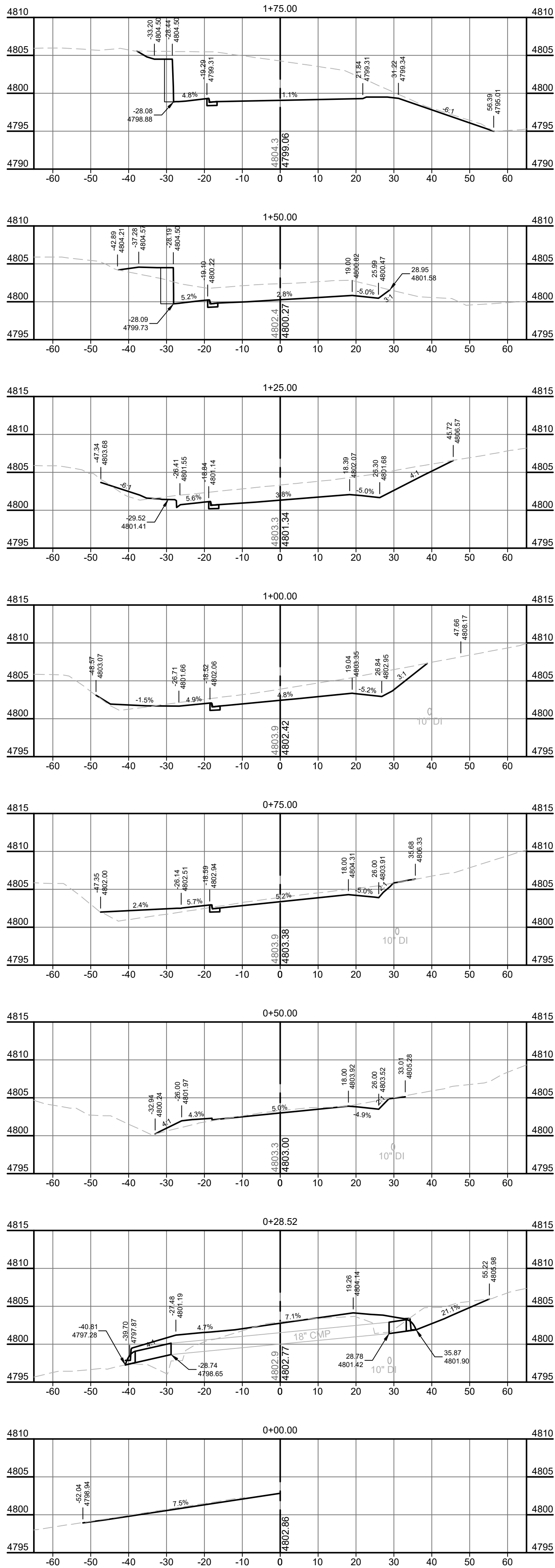
Callout No.	Description
1	Extend 18" CMP 5' Plus Flared End (Safety End) FL = 4801.90
2	Extend 18" CMP 10' Plus Flared End (Safety End) FL = 4797.28
3	Redi-Rock Retaining Wall (0' - 8' Wall Height)
4	Solar Parking Lot Lights (See Specifications)
5	Paint ADA Symbol
6	Paint 4" Wide Yellow Stripes in Islands and Stall Stripes (Typ.)
7	Type B Curb & Gutter
8	Type R Curb & Gutter
9	6" Gravel Surfacing for Shoulders (1" Agg Base)
10	Relocated Power Meter & Transformer. Install New Secondary Power Service to Lights; See Electrical
11	Class B Riprap, 16L x 12W x 3' Deep, with Separation Fabric
12	Valley Gutter; See Detail
13	4" Asphalt Pavement; See Detail
14	Trolley Stop Sign and Information Sign; See Details
15	Taper Curb Height to Zero in 1' Minimum
16	Stop Sign, R1-1
17	4" Pipe Bollard (Typ.)



Designed By:
Drawn By:
Checked By:

City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

C6



File Number:
231370.00

Location:
E 1/2 Section 14
T5N, R3E, BHM

Surveyed By: EK
Date: December 2023

Designed By: JLH
Drawn By: MDS
Checked By: JLH

City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

Revision / Date

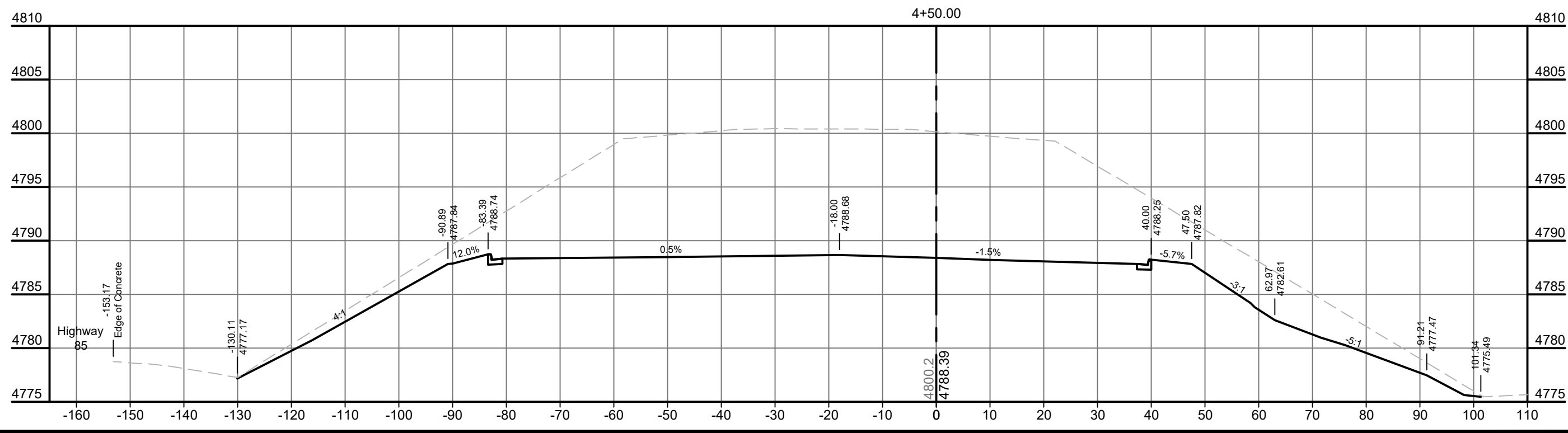
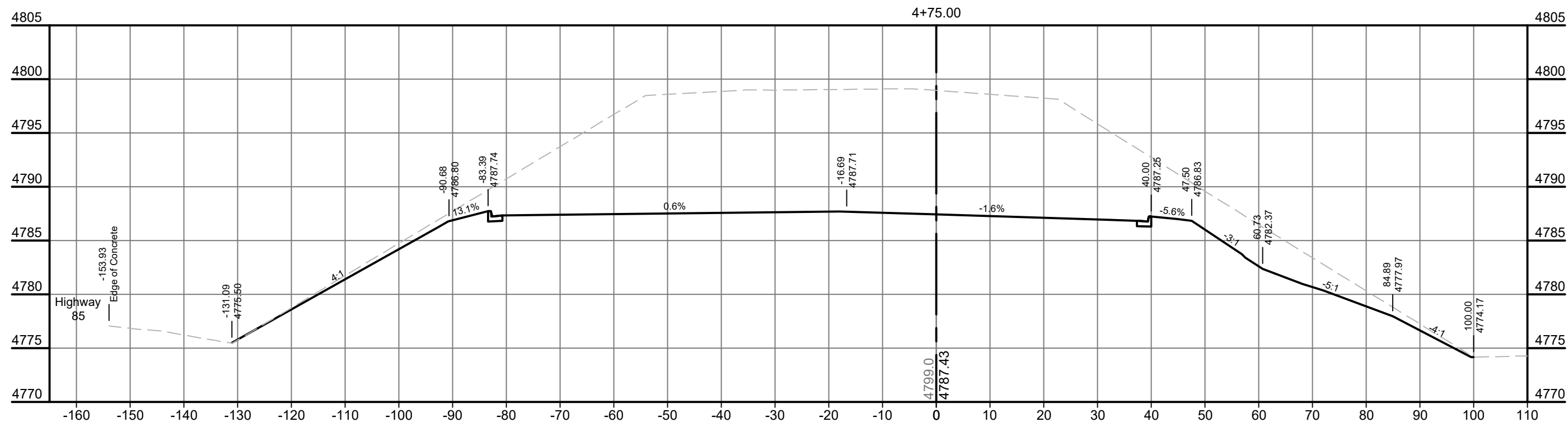
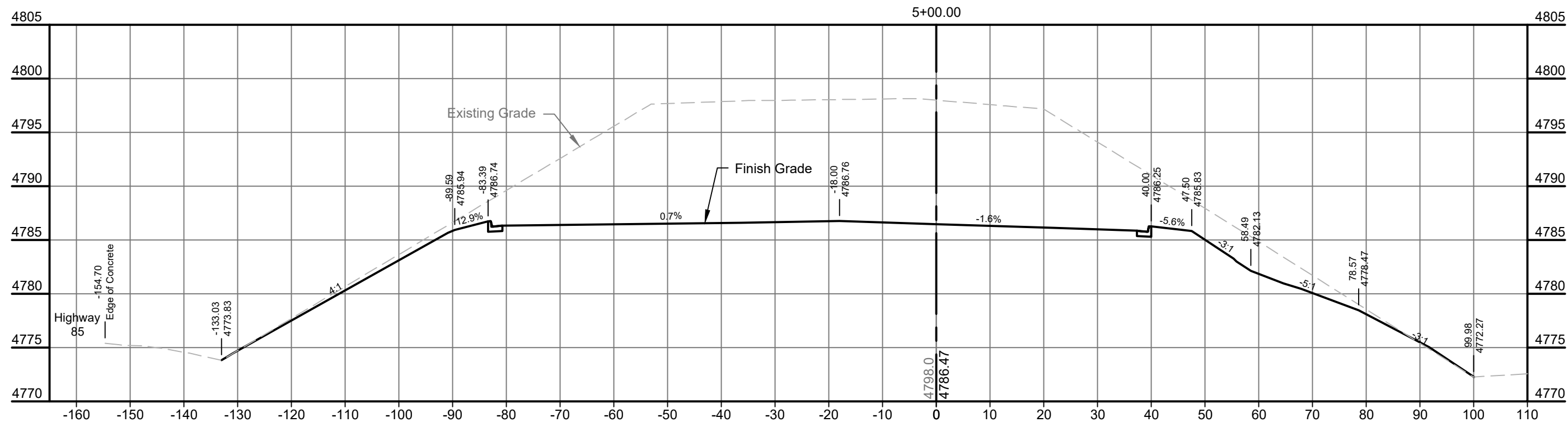
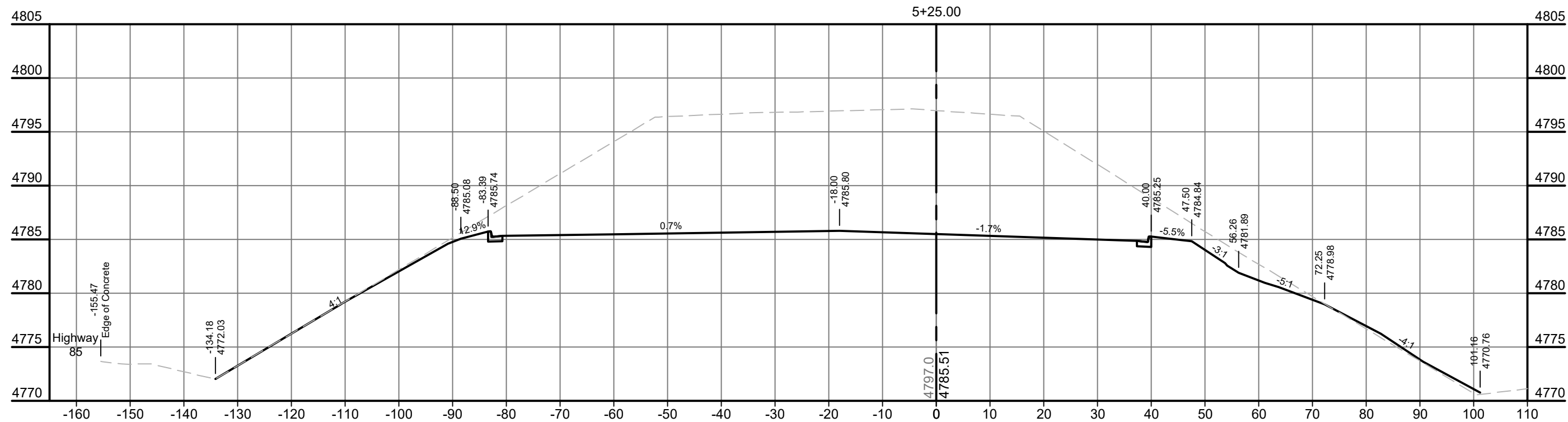
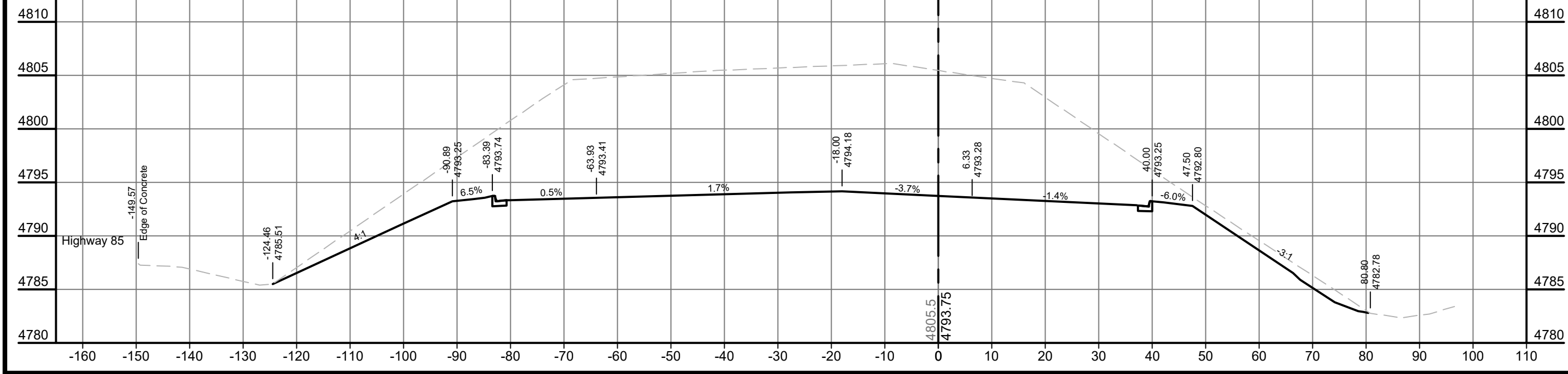
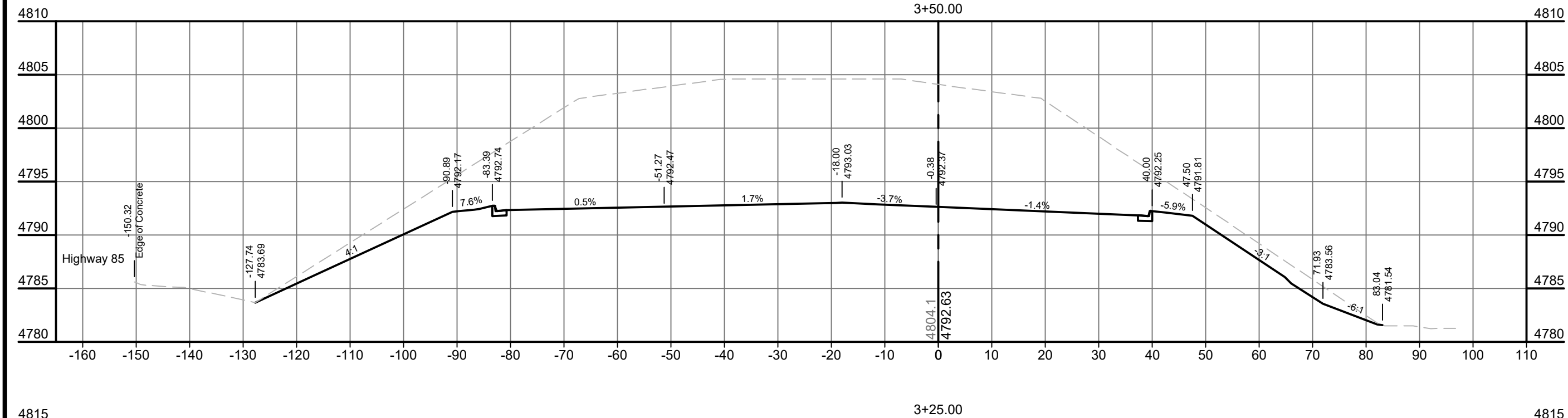
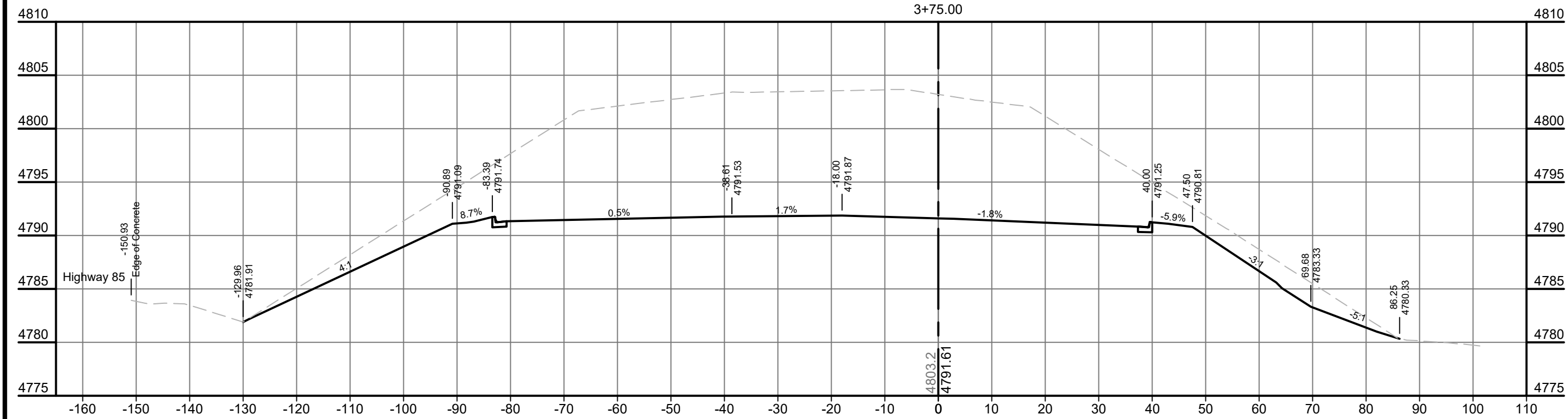
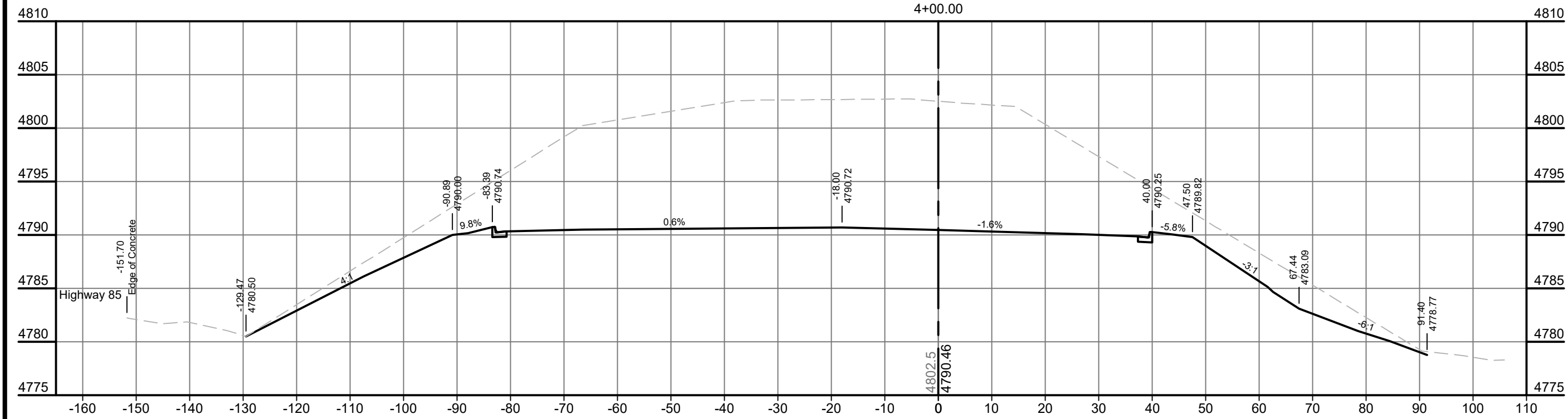
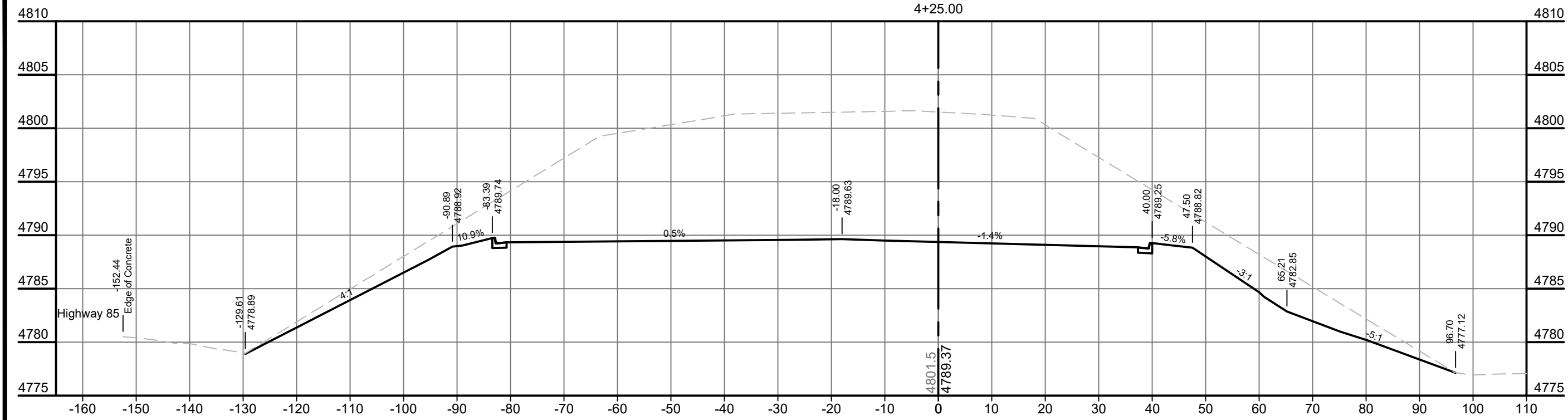
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Cross
Sections

Sheet Number:

C7

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City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

REG. NO.
12600
JASON
HINDS
SOUTH DAKOTA
7-1-24

REGISTERED PROFESSIONAL ENGINEER

File Number:
231370.00

Location:
E 1/2 Section 14
T5N, R3E, BHM

Surveyed By: EK
Date: December 2023

Designed By: JLH
Drawn By: MDS
Checked By: JLH

FMG ENGINEERING

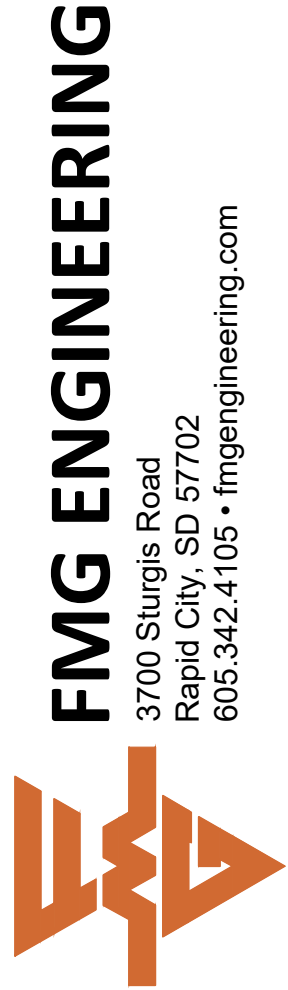
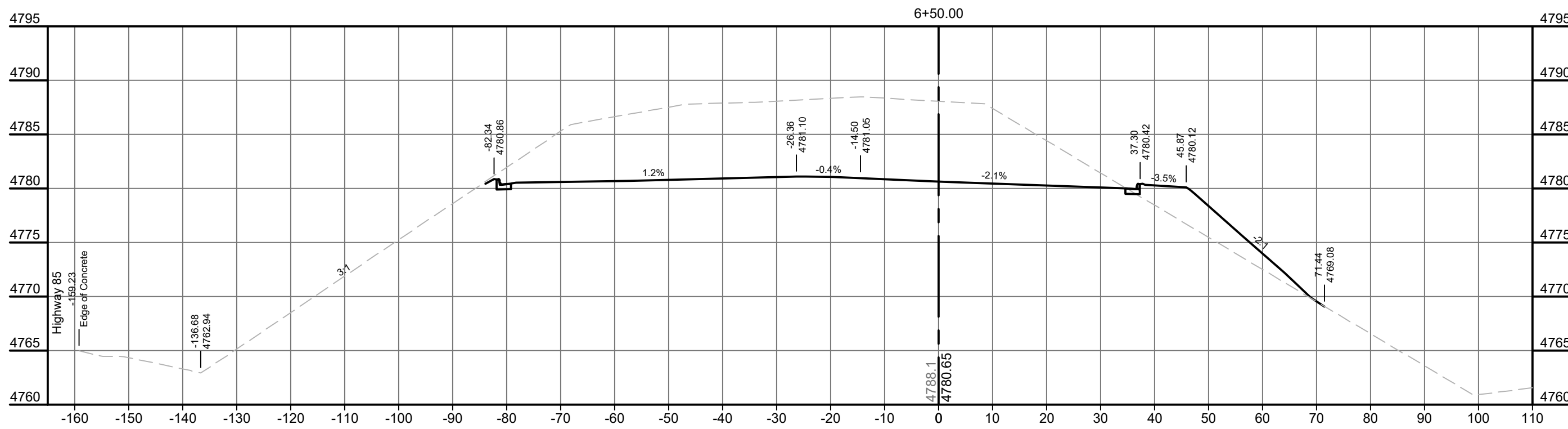
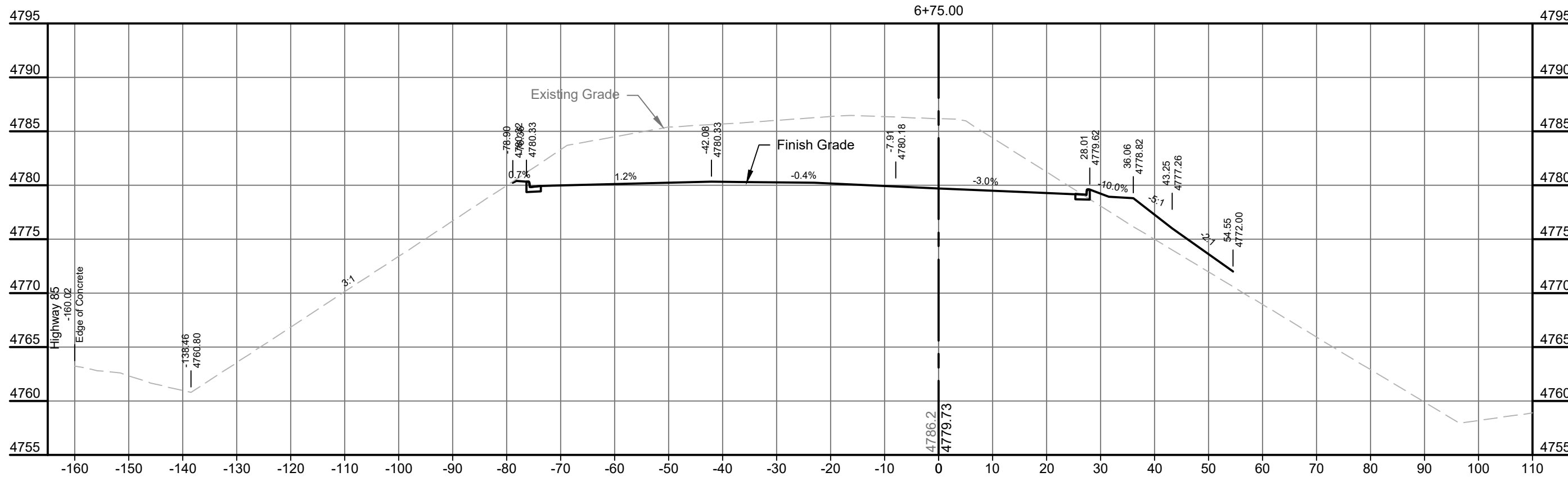
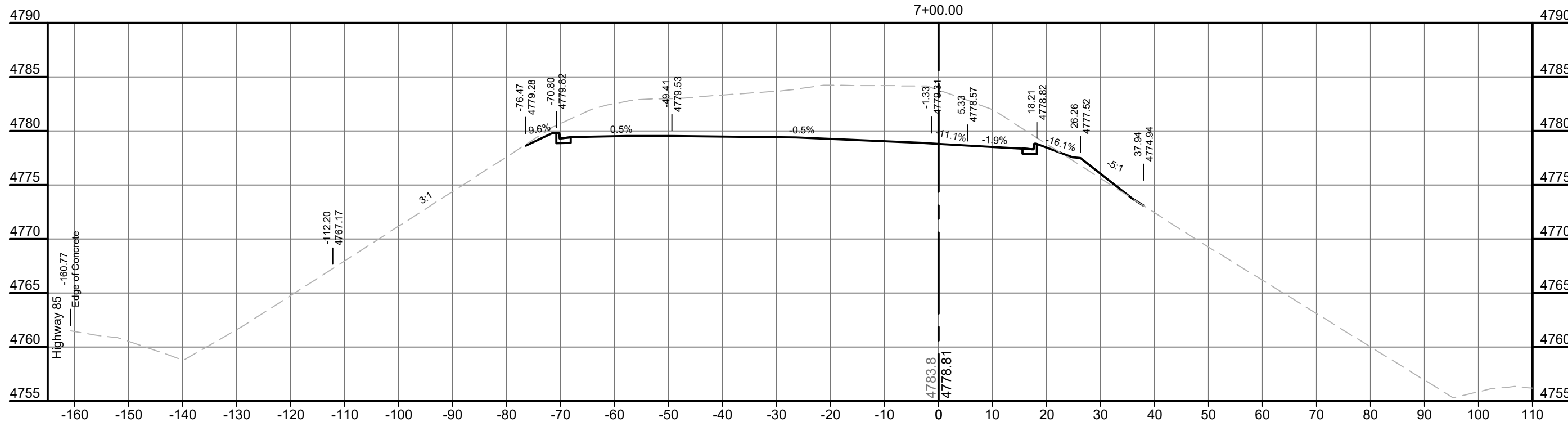
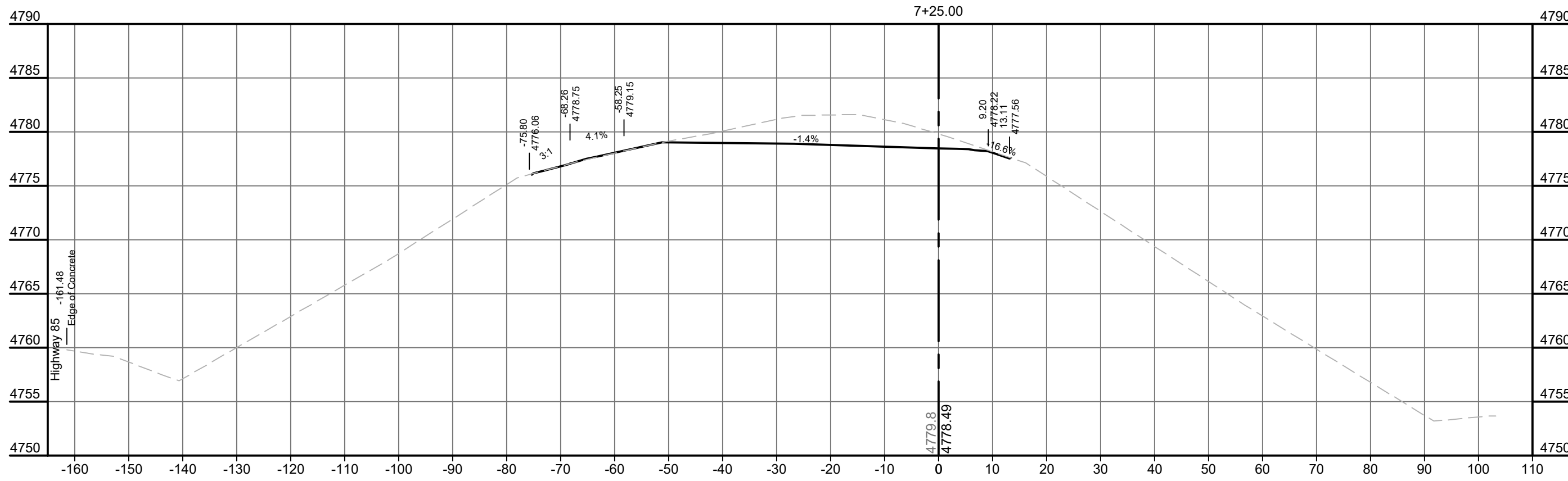
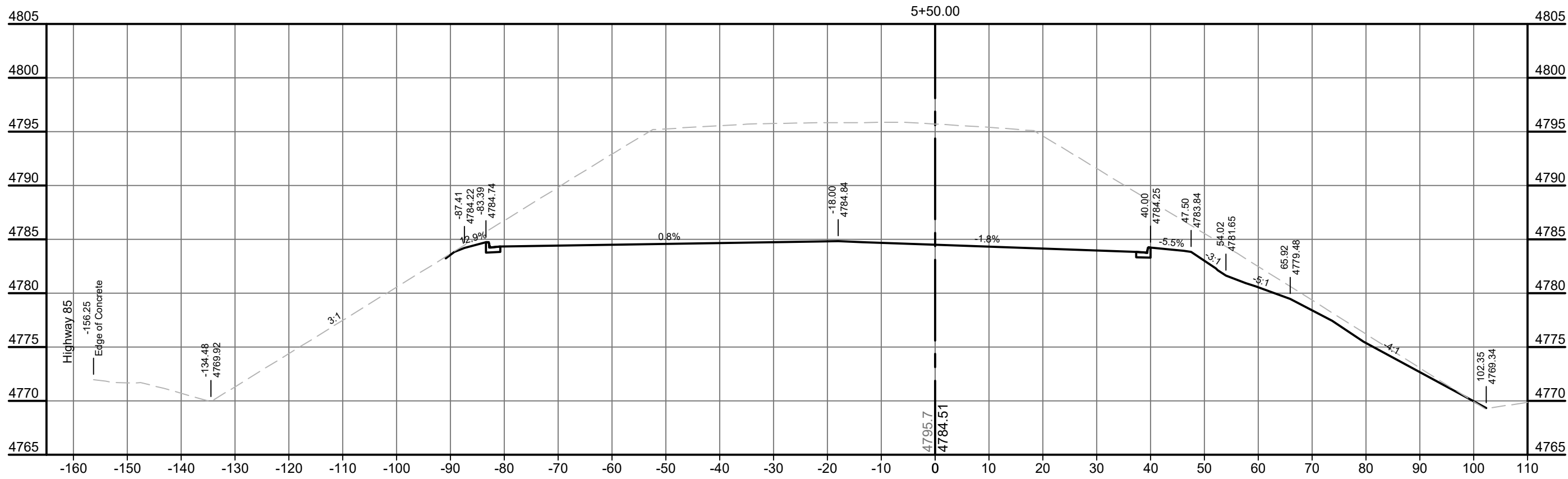
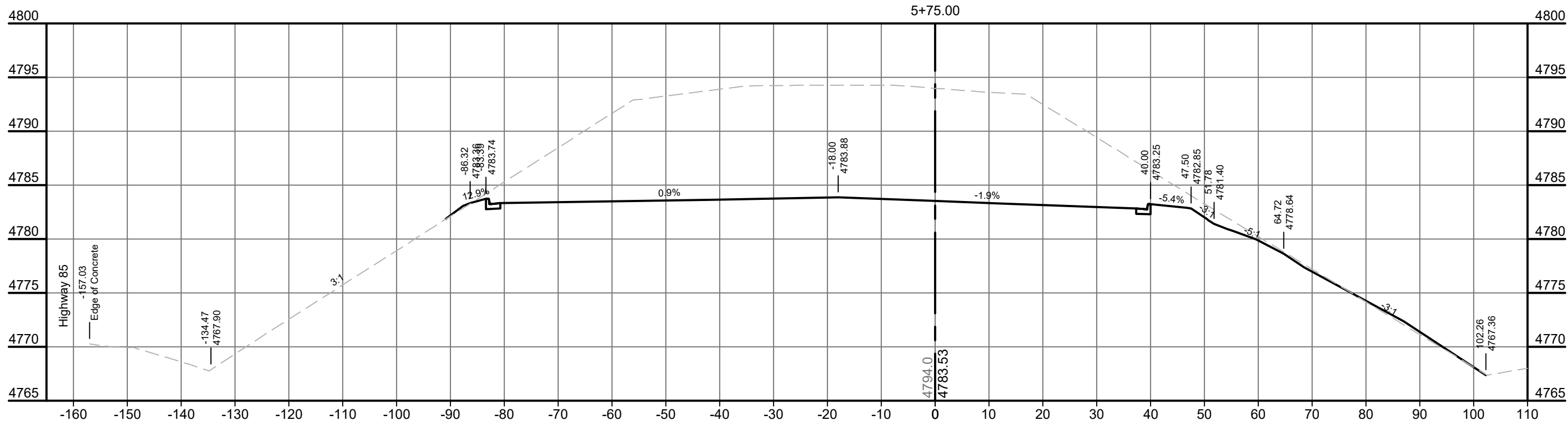
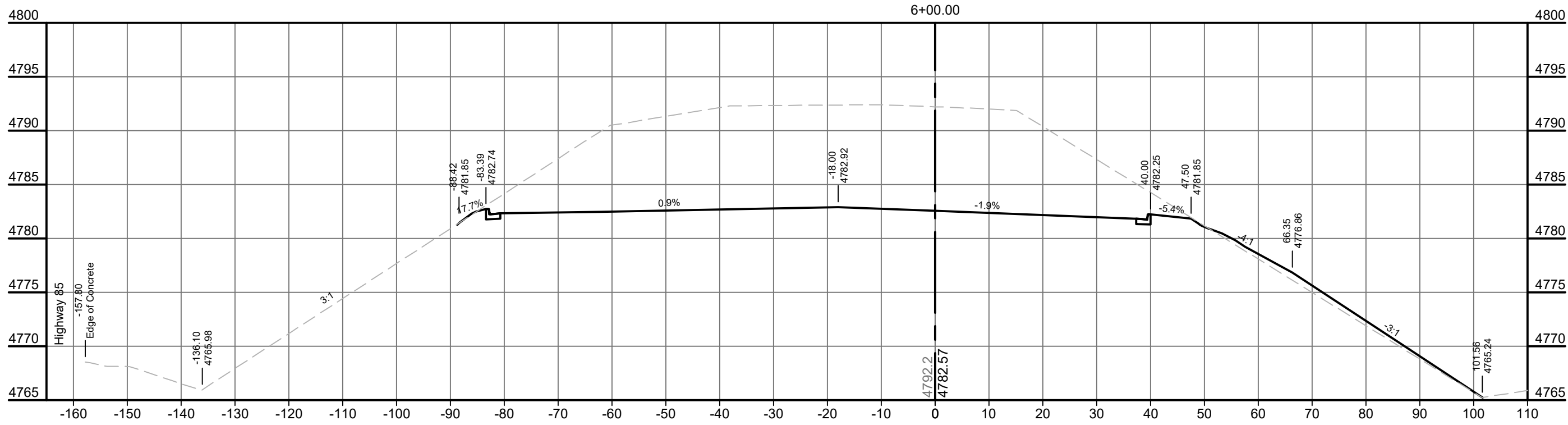
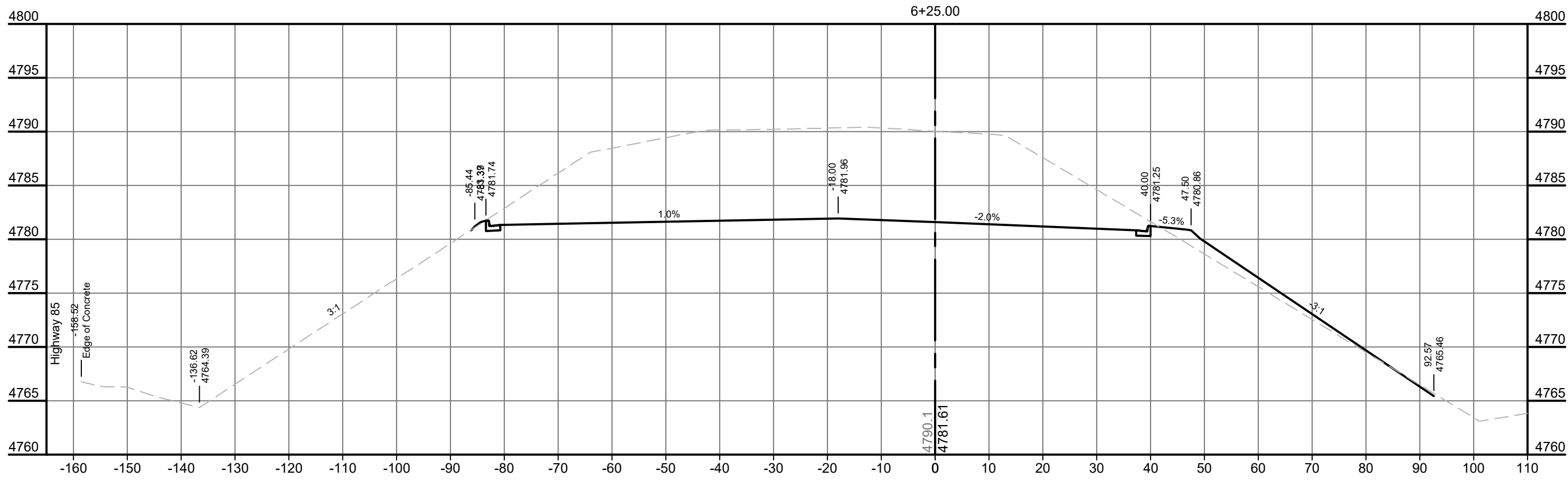
3700 Sturgis Road
Rapid City, SD 57702
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Revision / Date

Sheet Name:
Cross Sections

Sheet Number:
C8

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File Number:
231370.00
Location:
E 1/2 Section 14
T5N, R3E, BHM
Surveyed By: EK
Date: December 2023
Designed By: JLH
Checked By: MDS
JLH

City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

Revision / Date

Sheet Name:

Cross
Sections

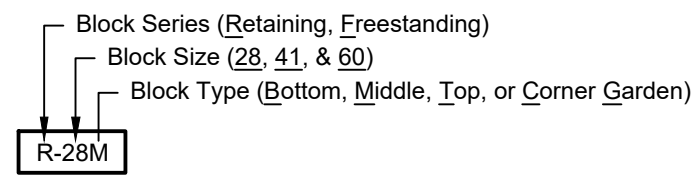
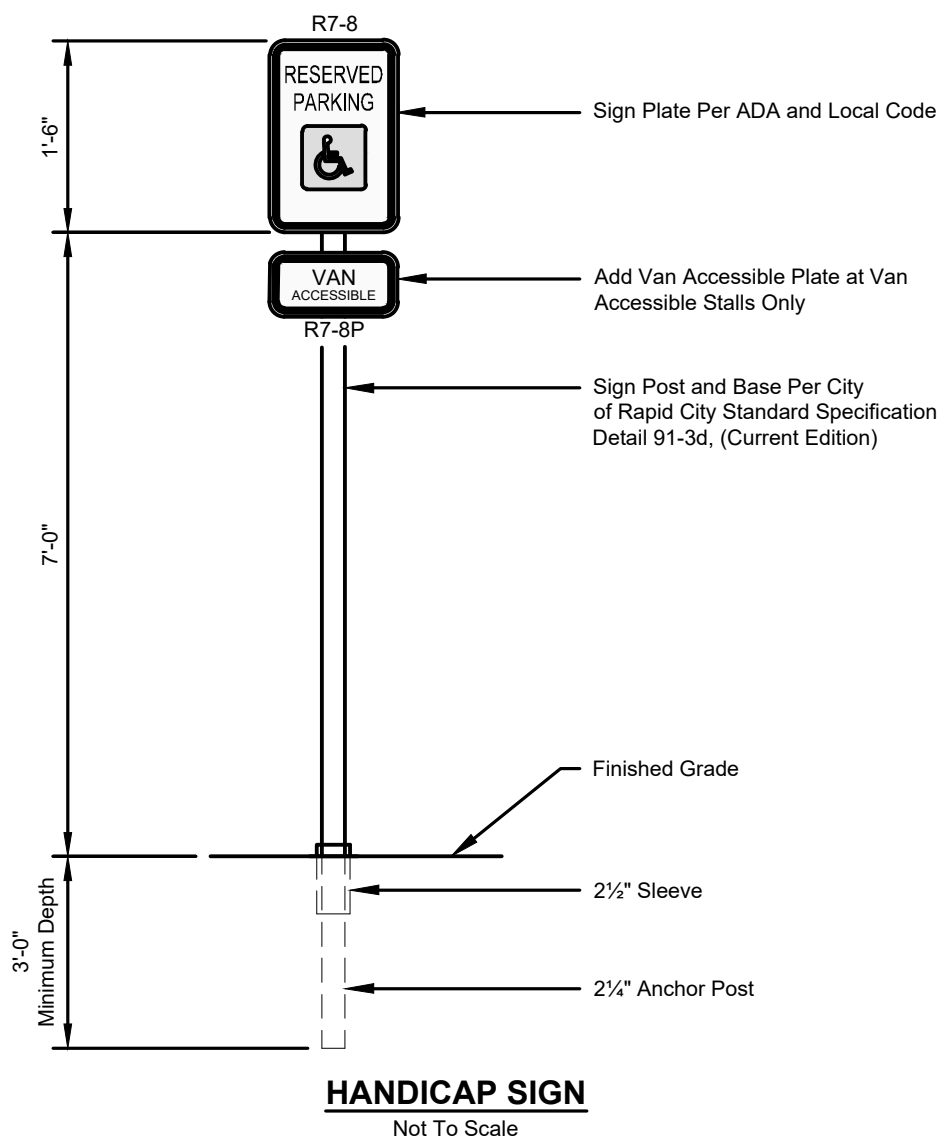
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July 2024

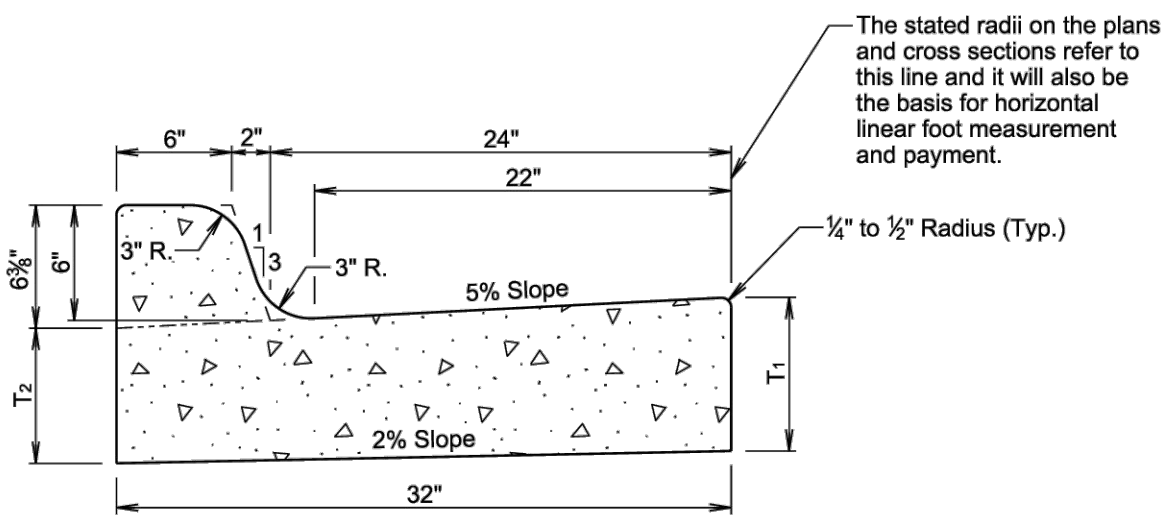
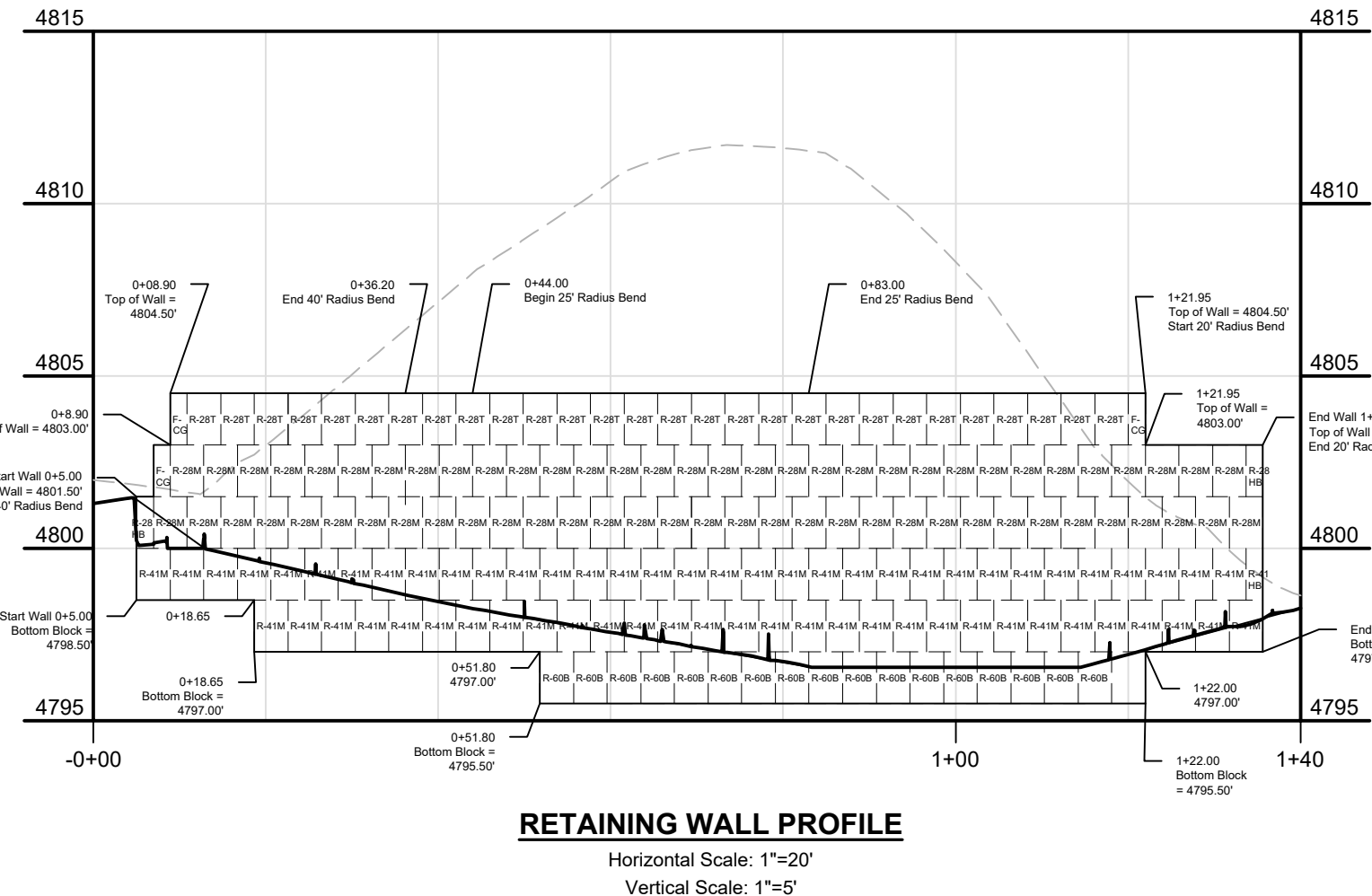


Asphalt Binder PG 64-22
15% Maximum RAP Allowed



Notes:

1. Profiles shown for reference. Actual configurations required may vary based on field conditions.



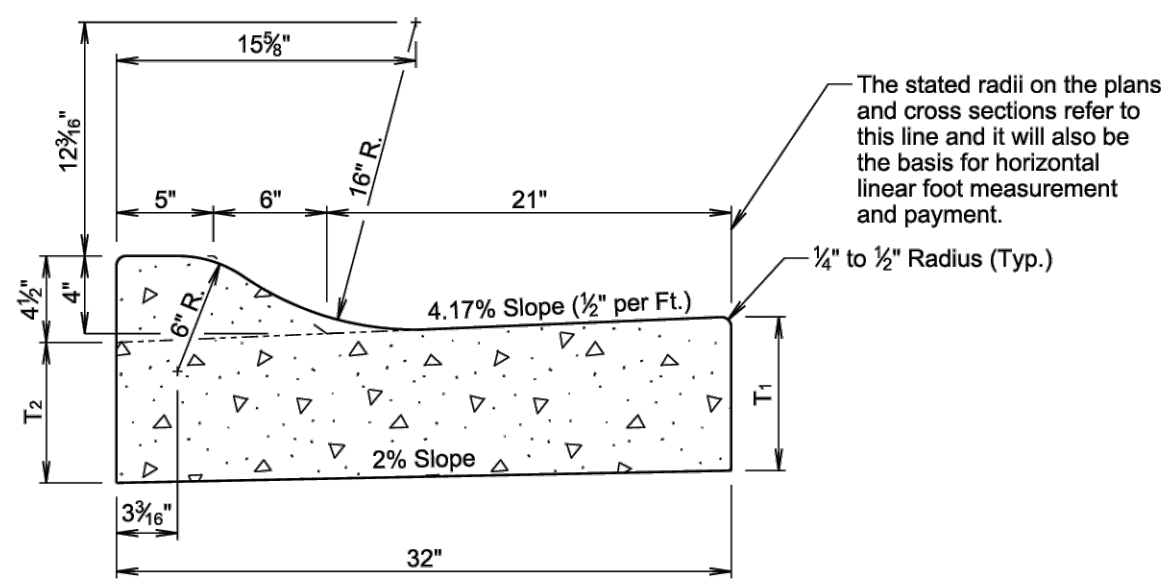
TYPE B CONCRETE CURBS AND GUTTERS				
Type	T ₁ (Inches)	T ₂ (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5½	0.057	17.7
B67	7	6½	0.065	15.4
B68	8	7½	0.073	13.7
B68.5	8.5	7¾	0.077	13.0
B69	9	8½	0.081	12.3
B69.5	9.5	8¾	0.085	11.7
B610	10	9½	0.090	11.2
B610.5	10.5	9¾	0.094	10.7
B611	11	10½	0.098	10.2
B611.5	11.5	10¾	0.102	9.8
B612	12	11½	0.106	9.4

GENERAL NOTES:

When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.

See standard plate 650.90 for expansion and contraction joints in the curb and gutter.

		January 22, 2023	
Published Date: 2024	S D D O T	TYPE B CONCRETE CURB AND GUTTER	PLATE NUMBER 650.01
			Sheet 1 of 1



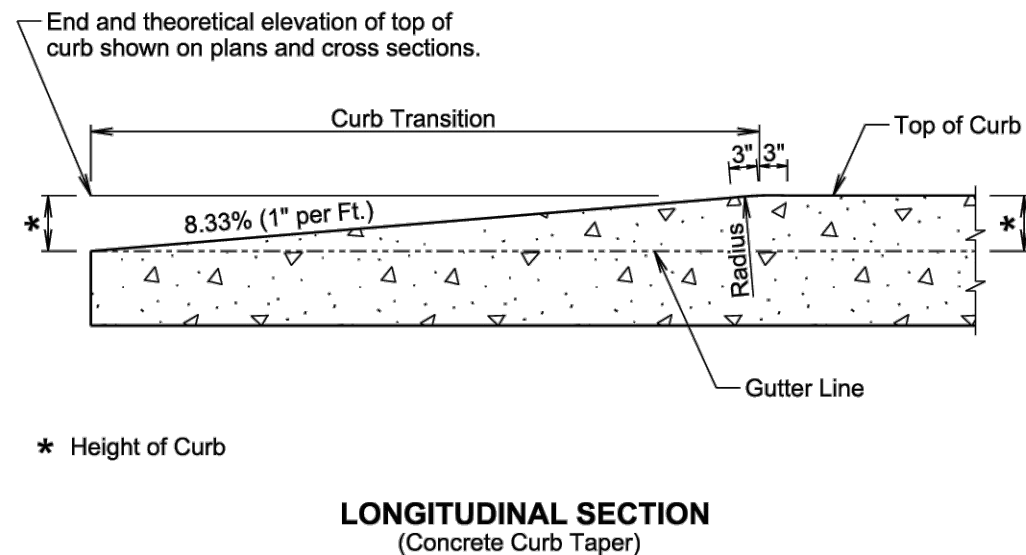
Type	T ₁ (Inches)	T ₂ (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
R48	8	7 $\frac{5}{16}$	0.073	13.7
R48.5	8.5	7 $\frac{3}{16}$	0.077	13.0
R49	9	8 $\frac{5}{16}$	0.081	12.4
R49.5	9.5	8 $\frac{3}{16}$	0.085	11.8
R410	10	9 $\frac{5}{16}$	0.089	11.2
R410.5	10.5	9 $\frac{3}{16}$	0.093	10.7
R411	11	10 $\frac{5}{16}$	0.097	10.3
R411.5	11.5	10 $\frac{3}{16}$	0.101	9.9
R412	12	11 $\frac{5}{16}$	0.106	9.5

GENERAL NOTES:

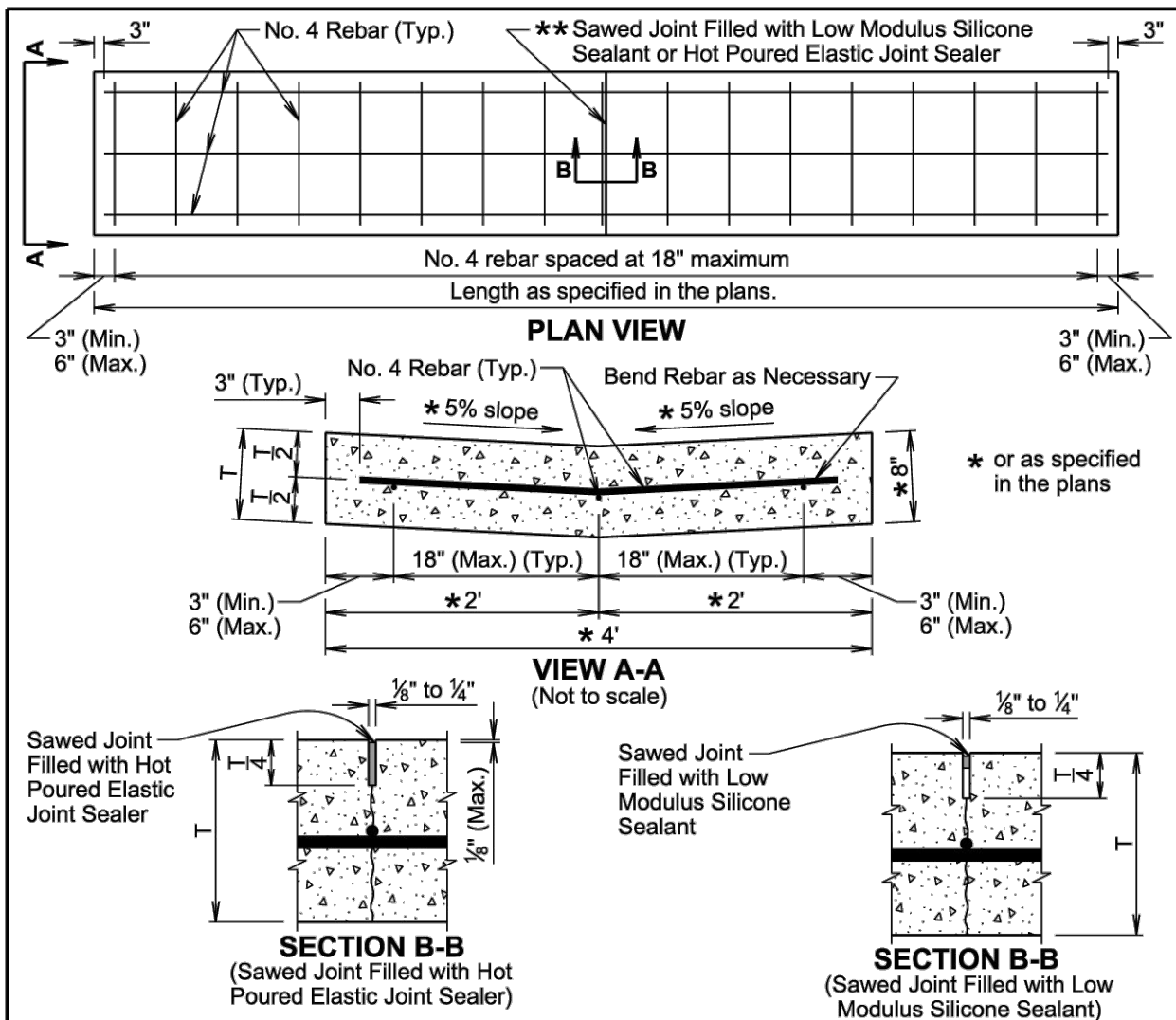
When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.

See standard plate 650.90 for expansion and contraction joints in the curb and gutter.

		January 22, 2023	
Published Date: 2024	S D D O T	TYPE R CONCRETE CURB AND GUTTER	PLATE NUMBER 650.33
			Sheet 1 of 1



		December 23, 2019	
Published Date: 2024	S D D O T	CONCRETE CURB TAPER	PLATE NUMBER 650.35
			Sheet 1 of 1



GENERAL NOTES:

The concrete will comply with the specifications for class M6 concrete.

The reinforcing steel will comply with the requirements of specification sections 480 and 1010.

If a lap splice is provided the No. 4 rebar will be lapped a minimum of 12 inches.

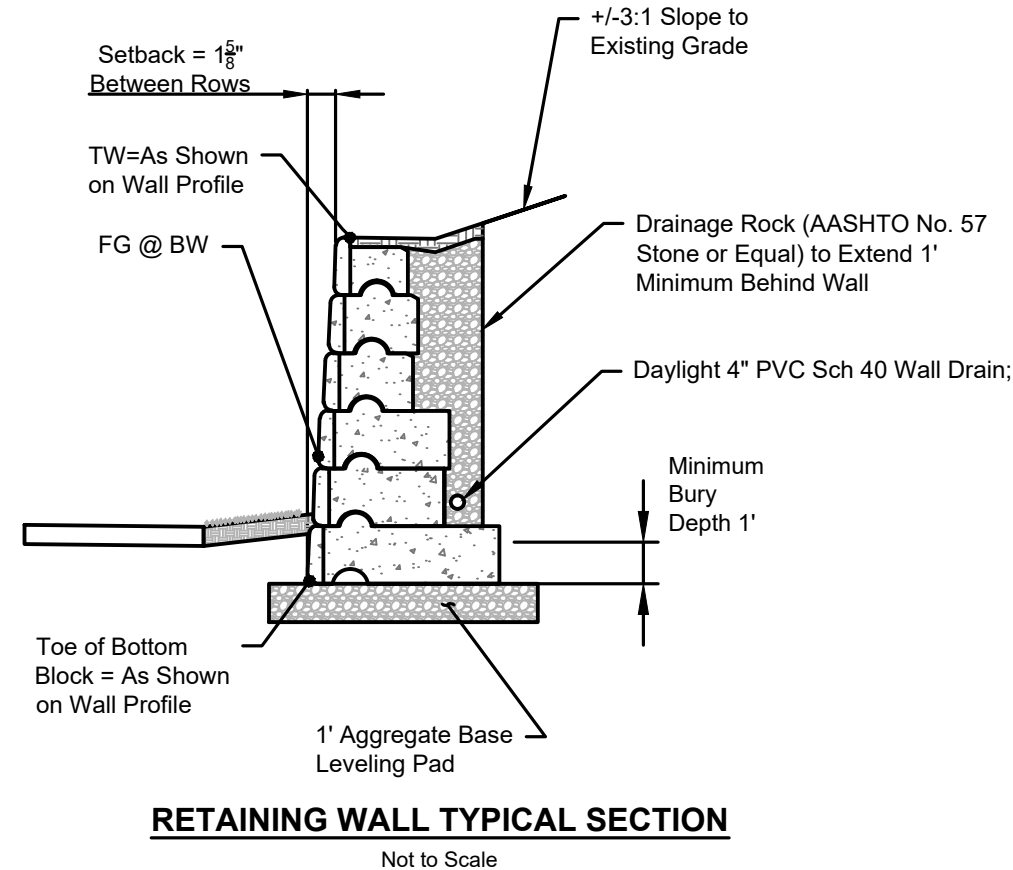
★ ★ The sawed joints will be spaced at 12 feet; however, when the length of the valley gutter is 12 feet to 24 feet there will be a joint at the midpoint of the length. The saw cut to control cracking will be a minimum of ¾ the thickness of the pavement.

All hot poured elastic joint sealer material spilled on the surface of the concrete pavement will be removed as soon as the material has cooled. The extent of removal of material will be to the satisfaction of the Engineer. All costs for removal of the spilled joint sealer material will be borne by the Contractor.

The silicone sealant will be bonded to the sides of a clean joint to completely seal the joint as approved by the Engineer.

All costs for furnishing and installing the valley gutter including materials, equipment, labor, and incidentals will be included in the contract unit price per square yard for the corresponding Valley Gutter contract item.

		December 23, 2019	
Published Date: 2024	S D D O T	VALLEY GUTTER	PLATE NUMBER 650.40
			Sheet 1 of 1



File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

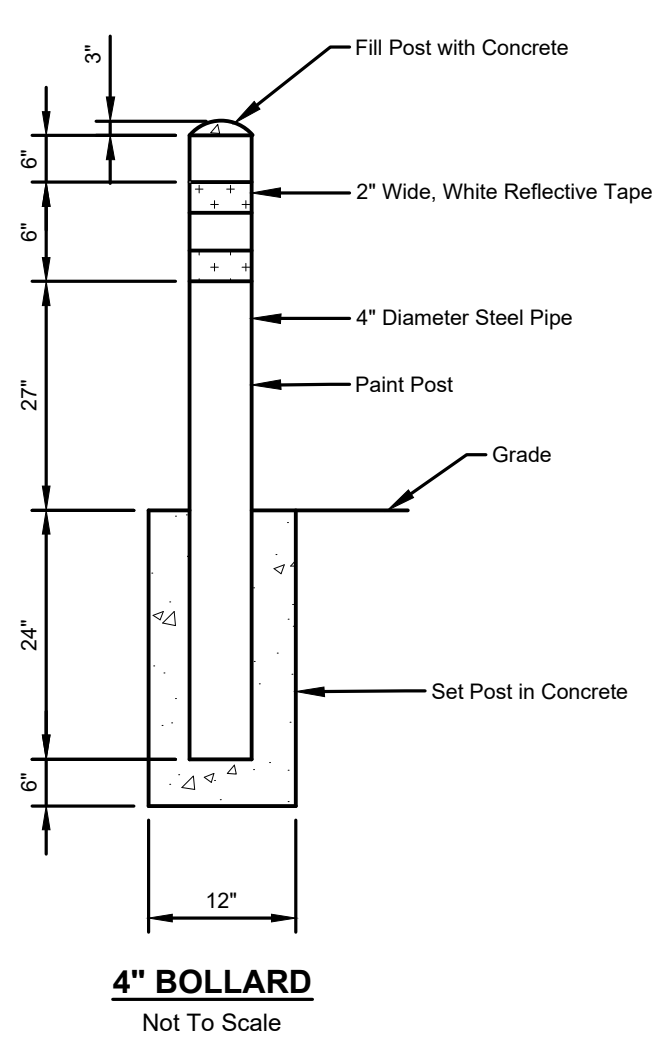
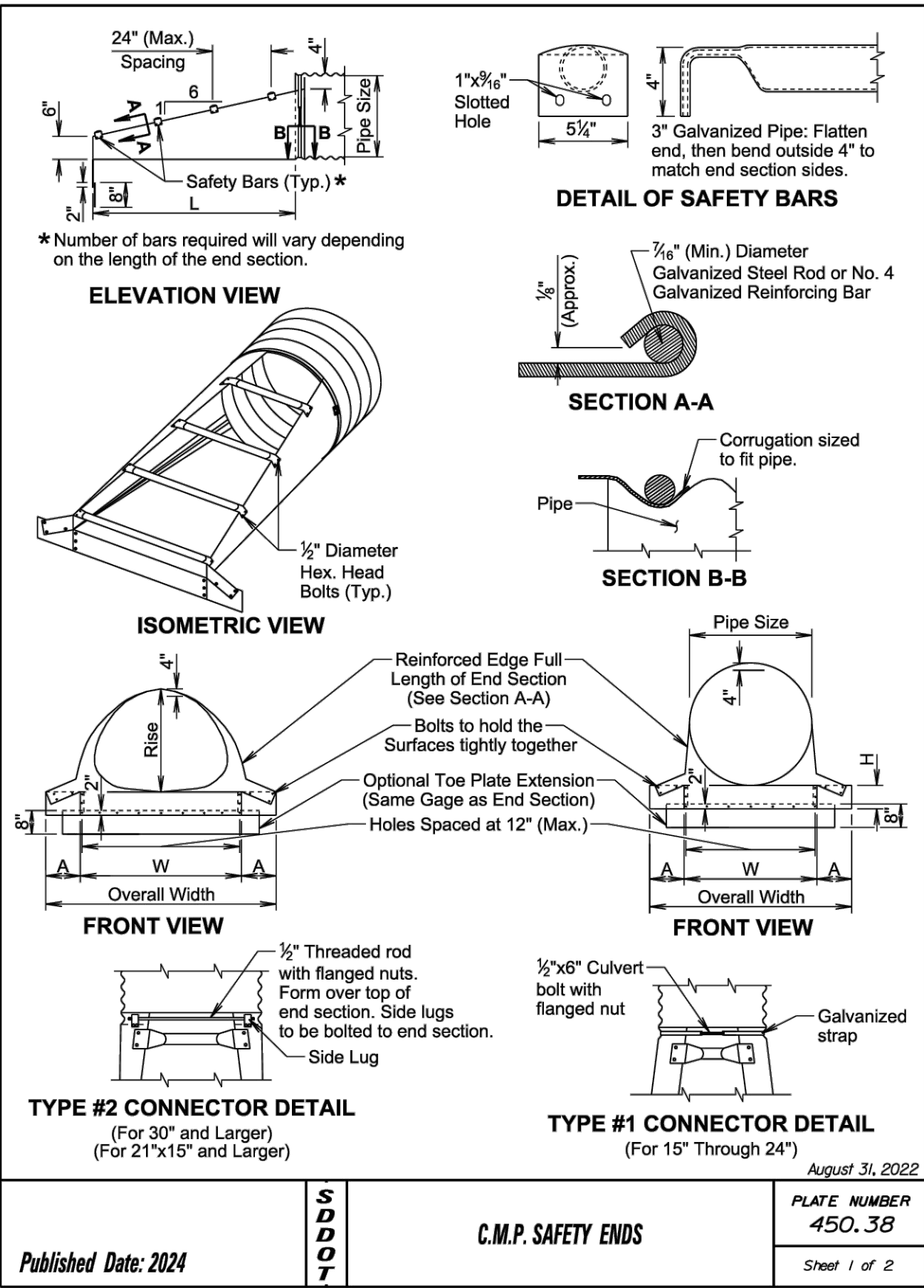
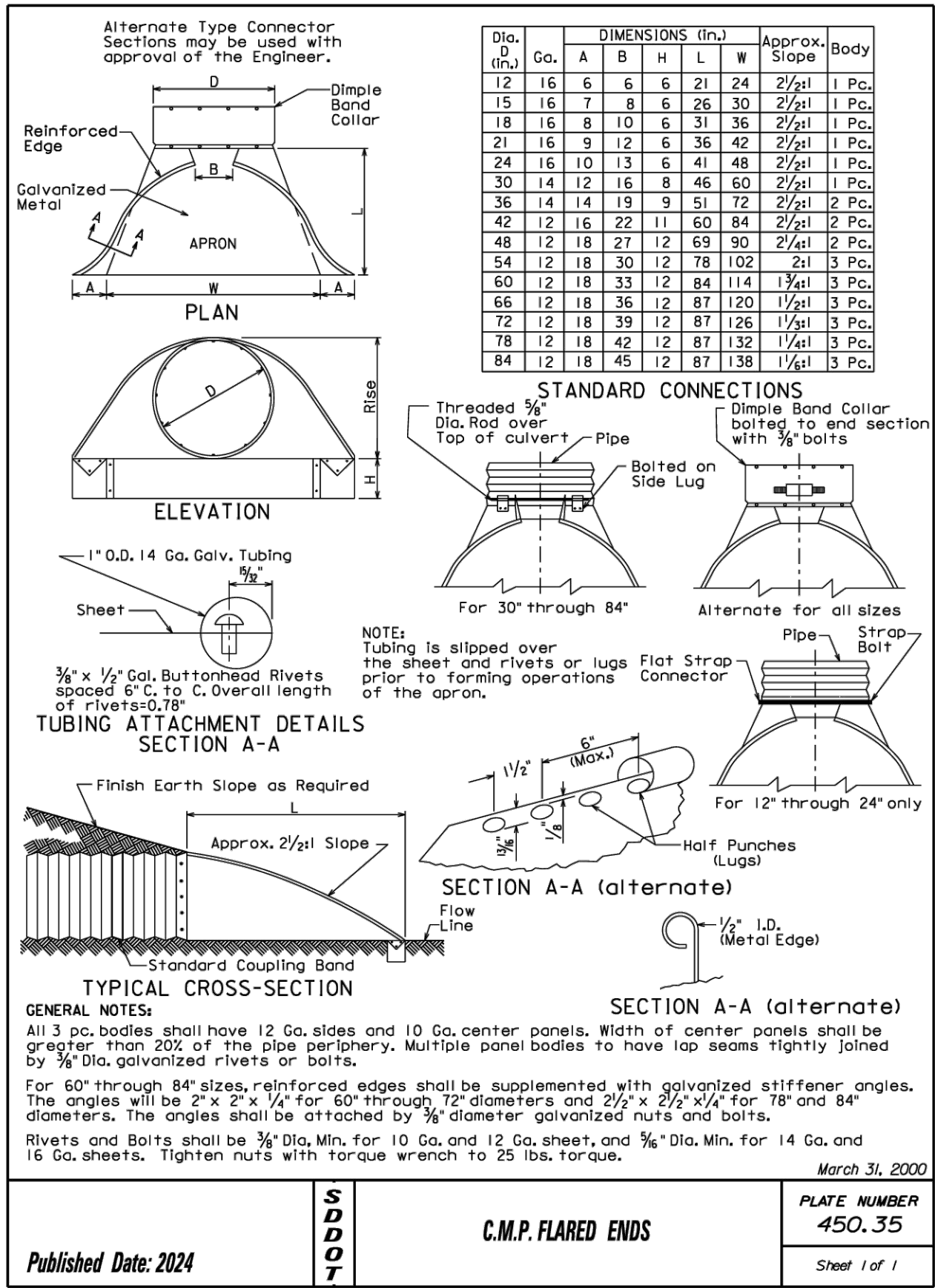
Revision / Date

Sheet Name:

Details

Sheet Number:

2:23:37:00 Deadwood-New Parking Lots Civil/CAD/Plan Sheets231370 Details.dwg - C11 Details - Thursday, July 18, 2025 9:05:03 AM



City of Deadwood
Deadwood Hill Trailhead Parking Lot
Deadwood, South Dakota

Revision / Date

Sheet Name:

Details

Sheet Number:

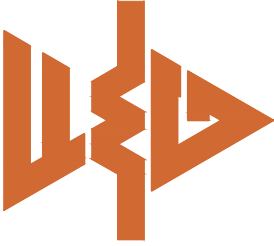
C11

FMG ENGINEERING
3700 Sturgis Road
Rapid City, SD 57702
605.342.4105 • fmgengineering.com

REGISTERED PROFESSIONAL ENGINEER
REG. NO. 12600
JASON HINDS
SOUTH DAKOTA

File Number:	231370.00
Location:	E 1/2 Section 14 T5N, R3E, BHM
Surveyed By:	EK
Date:	December 2023
Designed By:	JLH
Drawn By:	MDS
Checked By:	JLH

July 2024



File Number:
1000

Location:
Sec 14 T9N R3E

Surveyed By: XXX
Date: XXX

Drawn By: TGLA
Checked By: TAO

City of Deadwood
Hwy 85 Parking Concept

Revision / Date

Sheet Name:

LAYOUT PLAN

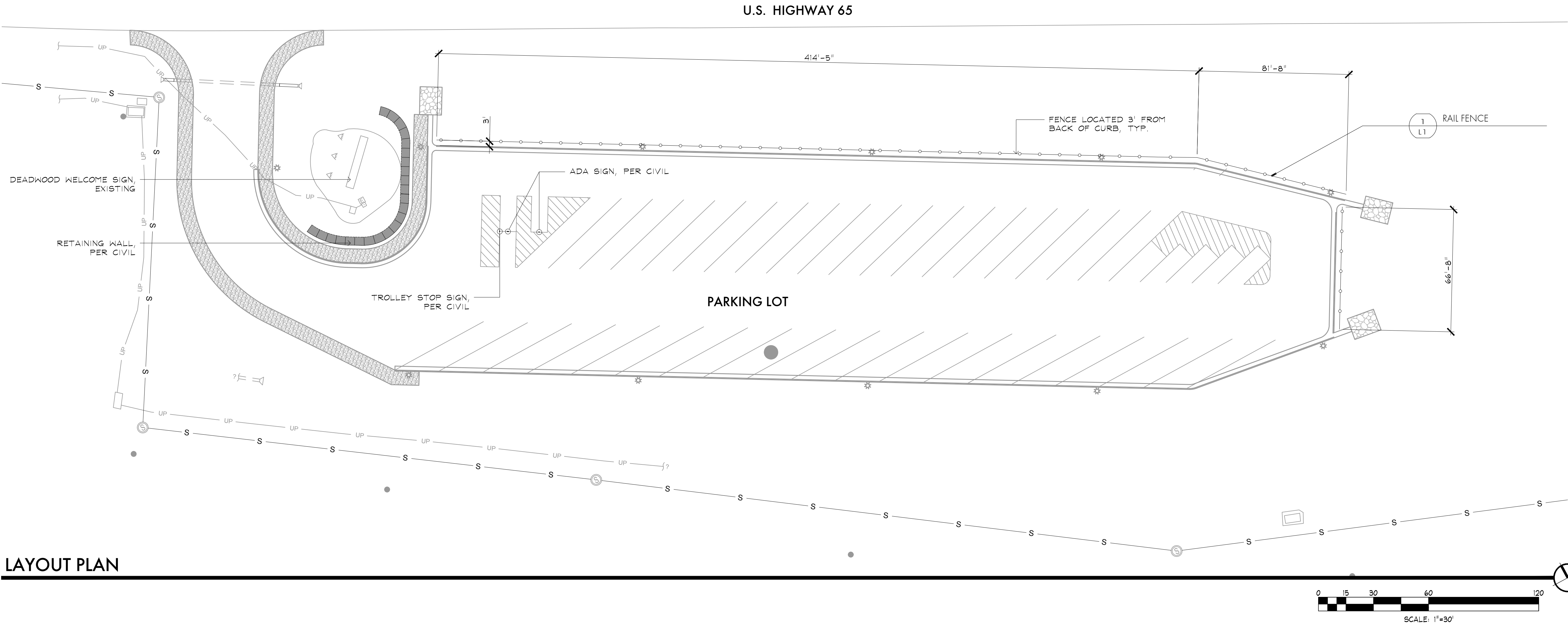
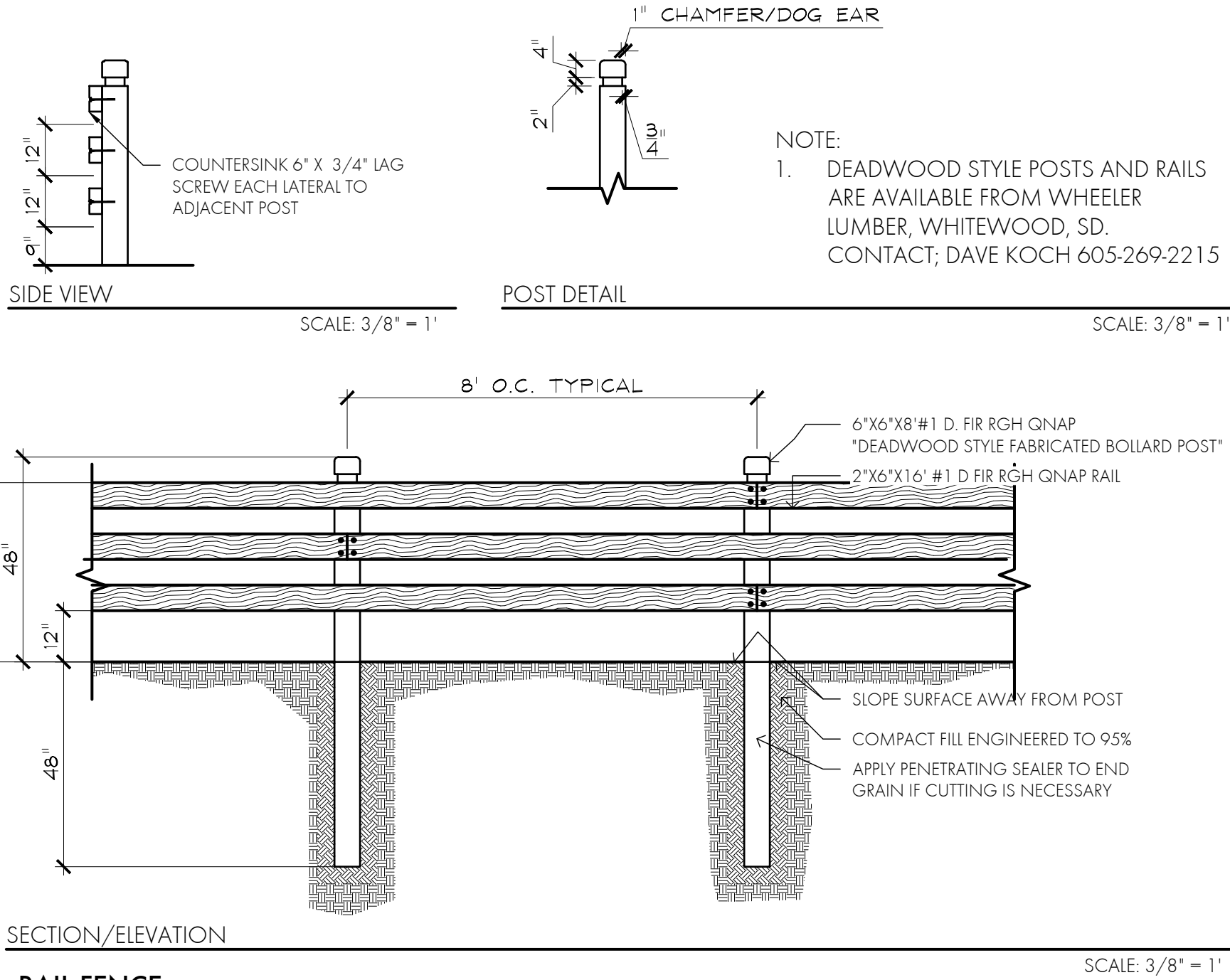
Figure Number:

L1

January 2023

GENERAL NOTES

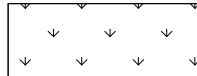
- PREPARATION
1. PROTECT AND MAINTAIN BENCHMARKS AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
 2. LOCATE AND CLEARLY FLAG TREES AND VEGETATION TO REMAIN.
 3. PROTECT EXISTING SITE IMPROVEMENTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
 4. RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER.
- TEMPORARY EROSION AND SEDIMENTATION CONTROL
5. PROVIDE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS, ACCORDING TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION AND SEDIMENT AND EROSION CONTROL DRAWINGS.
 6. INSPECT, REPAIR, AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
 7. REMOVE EROSION AND SEDIMENTATION CONTROLS AND RESTORE AND STABILIZE AREAS DISTURBED DURING REMOVAL.
- UTILITIES
8. LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF UTILITIES INDICATED TO BE REMOVED.
 9. ARRANGE WITH UTILITY COMPANIES TO SHUT OFF INDICATED UTILITIES.
 10. EXISTING UTILITIES: DO NOT INTERRUPT UTILITIES SERVING FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED UNDER THE FOLLOWING CONDITIONS AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY UTILITY SERVICES ACCORDING TO REQUIREMENTS INDICATED:
 11. NOTIFY ARCHITECT NOT LESS THAN TWO DAYS IN ADVANCE OF PROPOSED UTILITY INTERRUPTIONS.
12. DO NOT PROCEED WITH UTILITY INTERRUPTIONS WITHOUT ARCHITECT'S WRITTEN PERMISSION.
 13. REMOVAL OF UNDERGROUND UTILITIES IS INCLUDED IN DIVISION 2 SECTIONS COVERING SITE UTILITIES.
- CLEARING AND GRUBBING
14. FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED.
 15. PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING A LOOSE DEPTH OF 8 INCHES (200 MM), AND COMPACT EACH LAYER TO A DENSITY EQUAL TO ADJACENT ORIGINAL GROUND.
- TOPSOIL STRIPPING
16. REMOVE SOD AND GRASS BEFORE STRIPPING TOPSOIL.
 17. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER WASTE MATERIALS.
 18. STOCKPILE TOPSOIL MATERIALS AWAY FROM EDGE OF EXCAVATIONS WITHOUT INTERMINGLING WITH SUBSOIL. GRADE AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST.
- SITE IMPROVEMENTS
19. REMOVE EXISTING ABOVE- AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION.
- DISPOSAL
20. DISPOSAL: REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 21. SEPARATE RECYCLABLE MATERIALS PRODUCED DURING SITE CLEARING FROM OTHER NON-RECYCLABLE MATERIALS. STORE OR STOCKPILE WITHOUT INTERMINGLING WITH OTHER MATERIALS AND TRANSPORT THEM TO RECYCLING FACILITIES.



SEEDING NOTES

- GENERAL NOTES:
- SOIL IN ALL AREAS TO BE HYDRO-SEEDED SHALL BE CLEARED OF WEEDS, LITTER, DEBRIS, ETC. AMENDED AND FINE GRADED AS DESCRIBED ON PLAN PRIOR TO COMMENCING HYDROSEEDING OPERATIONS.
 - CAREFULLY MAINTAIN AN EVEN FINISHED GRADE TO INSURE PROPER SURFACE DRAINAGE, WITH RIDGES AND DEPRESSIONS REMOVED. ALL AREAS SHALL BE FREE DRAINING.
 - ALL AREAS WHICH ARE COMPLETE (I.E. FINISHED SLOPES) WILL BE HYDRO-SEEDED PER SPECIFICATIONS
 - SCHEDULE:
 - THE FINAL HYDROSEEDING OPERATION TO BE PERFORMED BETWEEN OCTOBER 1 AND NOVEMBER 1. ADDITIONAL SEEDING MAY BE REQUIRED TO COMPLY WITH THE SWPPP, DEPENDENT UPON THE CONSTRUCTION SCHEDULE AND COMPLETED OPERATIONS.
- QUANTITIES AND AREA:
- LIMITS OF WORK SHOWN ARE APPROXIMATE. THE INTENT IS TO HYDROSEED ALL ROAD CUTS/FILLS AND ANY DISTURBED AREAS DUE TO UTILITY OR GENERAL CONSTRUCTION. ALL DISTURBED AREAS STEEPER THAN 5:1 SHALL BE COVERED WITH A PROTECTIVE MATTING AFTER HYDROSEEDING.
- GENERAL HYDROSEEDING: PER SPECIFICATIONS
- SLURRY INGREDIENTS: MULCH SHALL BE "AGRI-FIBRE" RECYCLED PAPER MULCH, @ 2,000 LBS/ACRE, INCREASE TO 2,500 LBS/ACRE FOR SLOPE STABILIZATION AREAS. STABILIZING AGENT SHALL BE "SENTINEL" BINDING AGENT TO BE USED ONLY ON SLOPES GREATER THAN 25%. USE 100 LBS/ACRE.
 - FERTILIZER: 6-20-20 GUARANTEED ANALYSIS (PLUS MICRONUTRIENTS) @ 500 LBS/AC, AND 40 LBS/AC. AMONIUM SULFATE (ALL AREAS). FERTILIZERS MUST BE SUPPLIED IN A FORM WHICH WILL READILY DISPERSE INTO THE SLURRY.
 - WATER: MUST BE OF ACCEPTABLE AGRICULTURAL QUALITY, FREE OF TOXIC INGREDIENTS OR OTHER FACTORS THAT INHIBIT PLANT GROWTH OR GERMINATION. USE 1,500 TO 3,000 GALLONS PER ACRE, AS NEEDED.
 - OTHER: ADD "TURBO-START" BIOLOGICAL FERTILIZER ADDITIVE, 1 GALLON/ACRE TO ALL SLURRY MIXES.
 - SEED MIX: PER LEGEND. SEED MUST BE IN ORIGINAL, UNOPENED CONTAINERS, DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM UNOPENED CONTAINERS, DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM NOXIOUS WEED SEEDS, A MINIMUM OF 85% PURE LIVE SEED, AND A MINIMUM GERMINATION RATE OF 85%.
 - APPLICATION: THE OPERATOR SHALL SPRAY THE AREAS IN A SWEEPING MOTION, ALLOWING THE FIBRES TO BUILD ON EACH OTHER, AND CREATING A UNIFORM, VISIBLE COAT, USING THE COLOR OF THE MULCH AS A GUIDE, UNTIL ALL OF THE MATERIAL HAS BEEN APPLIED AND THE SPECIFIED RATES HAVE BEEN ACHIEVED.

SEEDING LEGEND

SYMBOL	DESCRIPTION	QUANTITIES*
	PREMIUM FARMLAWN, WARNE CHEMICAL OR EQ MFRS RECOMMENDED APPLICATION RATE	±57,472 SF

* COORDINATE LIMITS WITH OWNER AND SEED TO LIMITS OF DISTURBANCE

PROJECT PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
--------	------	----------------	-------------	------	-----

TREES

	PP	PINUS PONDEROSA	PONDEROSA PINE	4" CAL.	13
---	----	-----------------	----------------	---------	----

PLANTING NOTES

- GENERAL PLANTING REQUIREMENTS
- SEE DETAIL SHEET FOR LANDSCAPE AND PLANTING DETAILS & SEE PROJECT MANUAL FOR LANDSCAPE SPECIFICATIONS.
 - THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. SOURCE OF BASE SHEETS IS PROJECT ARCHITECTS AND ENGINEER. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION OR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) AT (800)227-2800 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION FOR MARKOUTS OF EXISTING UNDERGROUND FACILITIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO ANY UTILITIES CAUSED BY HIS/HER PROJECT OPERATIONS. NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE SUPERVISING LANDSCAPE ARCHTECT, ENGINEER OR ARCHITECT.
 - THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL PRIVATE DRIVEWAYS, PARKING AREAS AND AREAS THAT REQUIRE PUBLIC ACCESS DURING CONSTRUCTION.
 - REFER TO CIVIL ENGINEER'S UTILITY AND GRADING AND DRAINAGE PLANS FOR UTILITY LOCATION AND DRAINAGE INFORMATION. REFER TO CIVIL ENGINEER'S GRADING PLANS FOR GRADING INFORMATION. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS OR IF THERE ARE DISCREPANCIES BETWEEN THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTION AS TO HOW TO PROCEED.
 - VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE ARCHITECT FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
 - CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

SCHEDULING

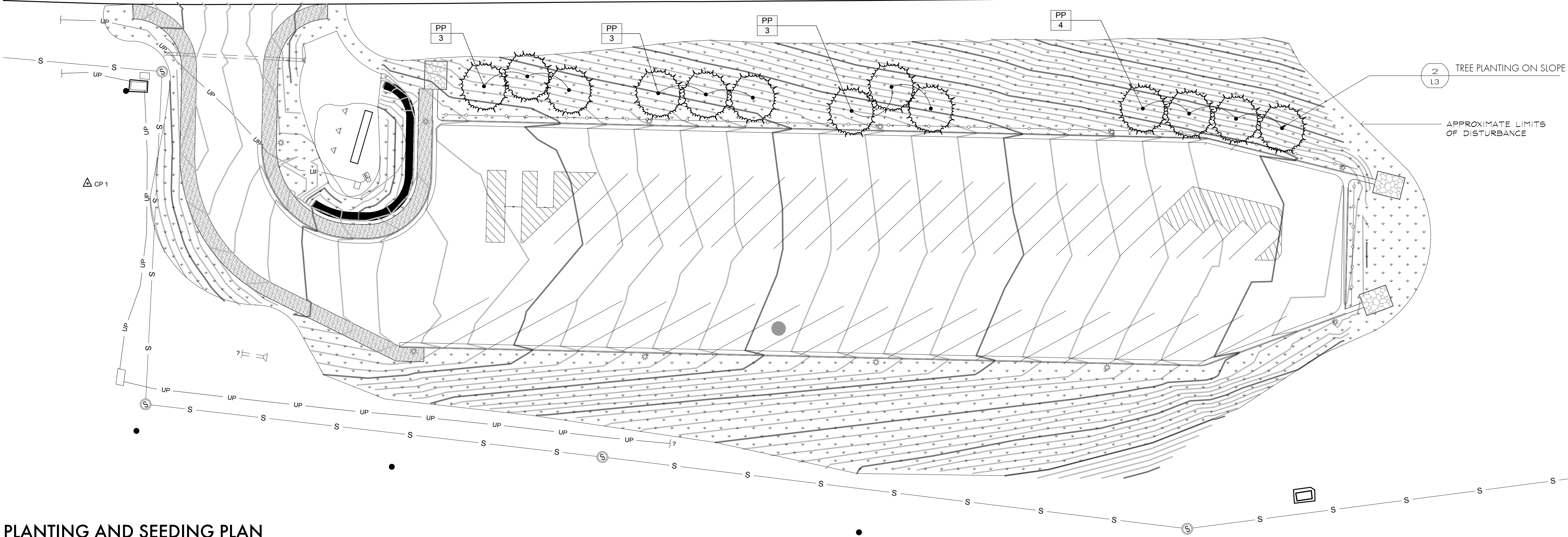
- CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS TO BE CONTRACT GROWN OR OTHERWISE OBTAINED FROM A CERTIFIED NURSERY.

- IF SPECIFIED MATERIAL IS NOT OBTAINABLE, SUBMIT TO LANDSCAPE ARCHITECT PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. SUBMIT PHOTOGRAPHS OF ALTERNATIVE CHOICES OF PLANT MATERIAL FOR SELECTION BY LANDSCAPE ARCHITECT. INCLUDED WITH THESE PHOTOGRAPHS SHOULD BE CLEAR, WRITTEN DESCRIPTION OF THE TYPE, SIZE, CONDITION, AND GENERAL CHARACTER OF THE PLANT MATERIAL.
- SOIL CONDITIONING
- TOP SOIL FROM THE SITE IS ACCEPTABLE FOR REUSE AS TOPSOIL.
- PLANTING
- QUANTITIES SHOWN IN THE PLANT LIST ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR & FOR OWNER INFORMATION. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE QUANTITY OF PLANTS SHOWN GRAPHICALLY ON THE PLANS. IN THE CASE OF A DISCREPANCY THE PLANS SHALL OVERRULE THE LEGEND, EXCEPT PLANTS SPECIFICALLY NOTED AS "NOT SHOWN ON PLAN." VERIFY PLANT COUNTS AND SQUARE FOOTAGES.
 - EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD.
 - TREES SHALL BEAR SAME RELATION TO FINISHED GRADE AS THEY BORE TO THE NATURAL GRADE BEFORE TRANSPLANTING.
 - TREES TO BE PLANTED A MINIMUM OF 4 FEET FROM FACE OF PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT.
 - PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
 - PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
 - ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS TREES AND SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
 - REMOVE ENTIRE WIRE CAGE FROM ROOTBALL. CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL.
 - LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.
 - PROVIDE MULCH RING PER DETAIL 1/L3

WATERING

- CONTRACTOR TO PROVIDE ONE TREEGATOR JUNIOR PRO 15 GAL. SLOW RELEASE WATERING BAG PER TREE.

U.S. HIGHWAY 65



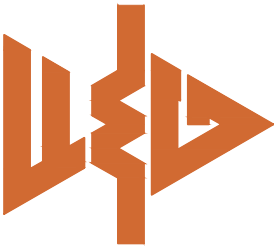
PLANTING AND SEEDING PLAN



File Number: 1000
Location: Sec 14 T5N R3E
Surveyed By: xxx
Date: xxx
Drawn By: TGLA
Checked By: TAO

Revision / Date
Sheet Name:
PLANTING & SEEDING PLAN

Figure Number:



File Number:
1000

Location:
Sec 14 T5N R3E

Surveyed By: XXX
Date: XXX

Drawn By: TGLA
Checked By: TAO

City of Deadwood
Hwy 85 Parking Concept

January 2023

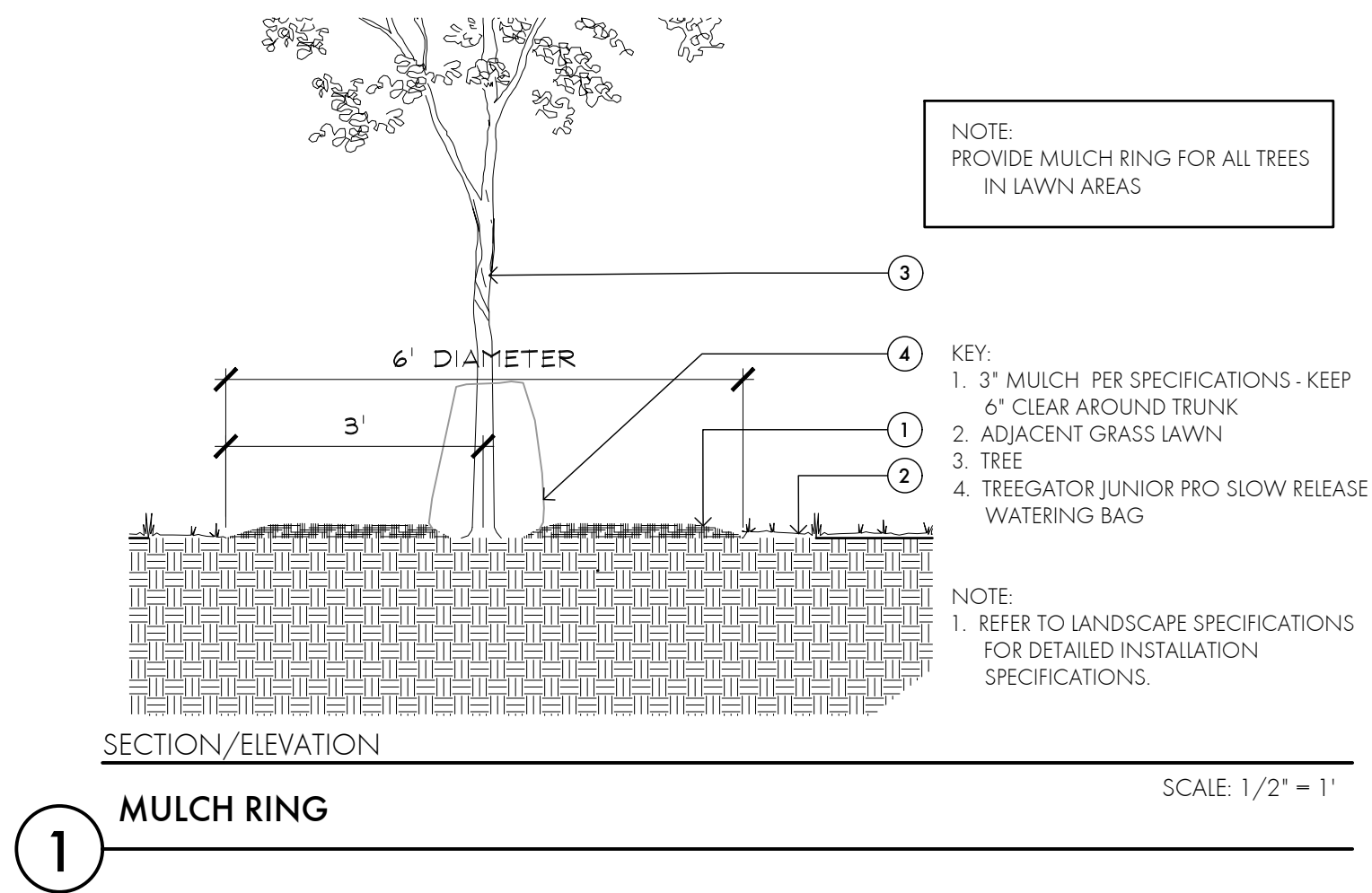
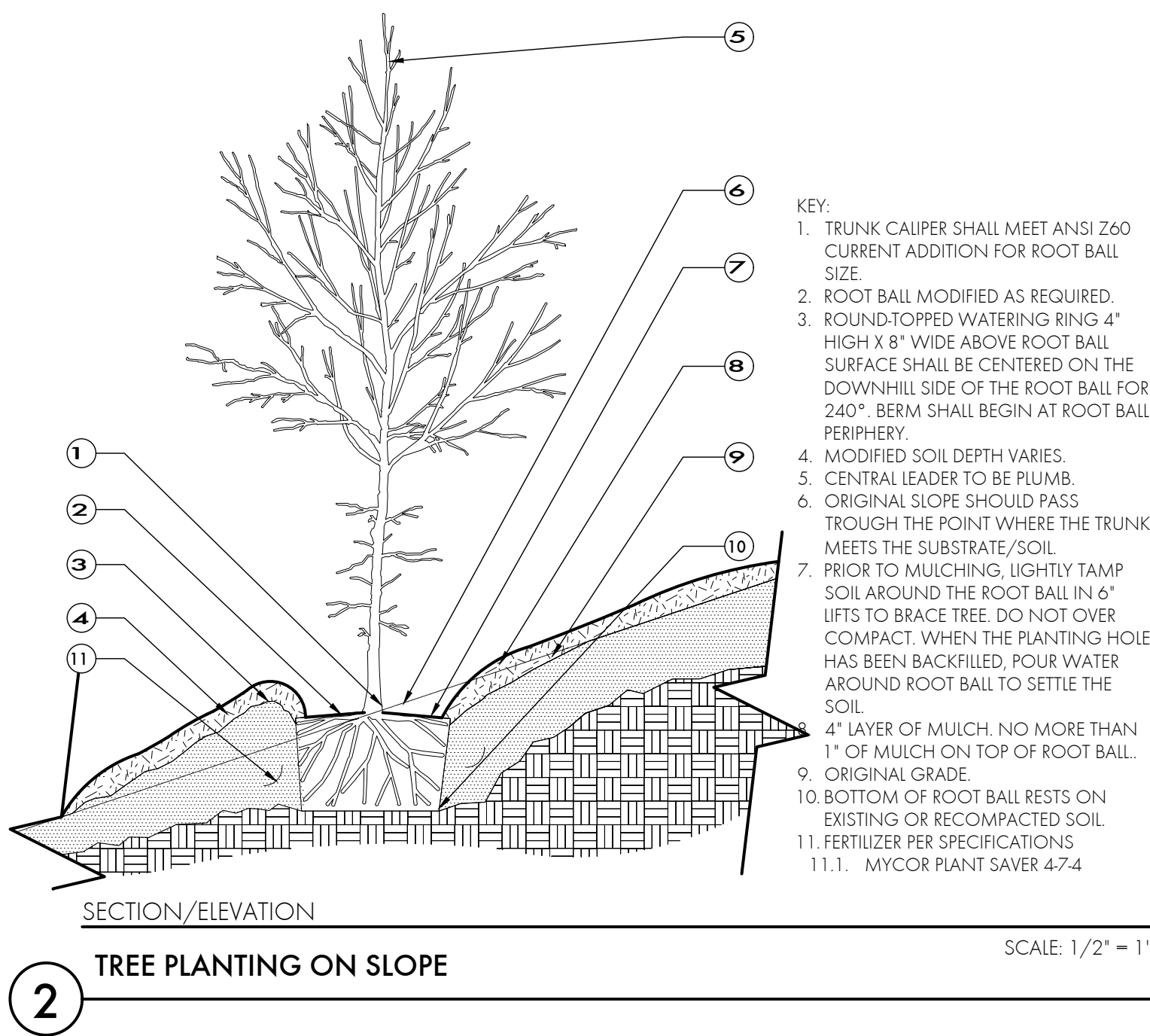
Revision / Date

Sheet Name:

PLANTING-DETAILS

Figure Number:

L3





Request for Proposal (RFP) for Automated Teller Machine (ATM) in the City of Deadwood Public Buildings

Services Being Sought

The City of Deadwood is seeking vendors who provide automated teller machines (ATMs) to submit a proposal for patrons to access cash at the following locations:

- Deadwood Event Center – 11 76 Drive
- Welcome Center / Chamber of Commerce – 501 Main Street
- History and Information Center – 3 Siever Street
- 76 Museum – 18 76 Drive
- Adams Museum – 54 Sherman Street
- Outlaw Square – 703 Main Street
- Seasonally (May – October) at the following locations:
 - Mt. Moriah Cemetery – 1 Mount Moriah Drive
 - Adams House Gift Shop – 22 Vanburen Avenue

Why Services Are Being Sought

Services are being sought to:

- give our residents and guests easier and more convenient access to cash.
- to increase revenue generated for Public Buildings to help offset costs of maintenance for facilities.

ATM Vendor and Equipment Requirements

- ATM takes EMV “chip” cards.
- ATM will be ADA compliant.
- ATM will be T-31 compliant.
- Vendor fills the machine with money.
- Vendor services machine.
- The cost for use of the machine by a patron would be a surcharge payable to vendor.
- The vendor compensates the City of Deadwood with a set amount per transaction, to be proposed by vendor.
- Permission for the City to conduct credit check.

Additional Specifications of Contract

- The City of Deadwood assumes no liability for damages caused by ATM, damage to ATM, loss or theft of ATM's while on City Property.
- The City and Vendor may mutually agree at any time to add ATM's or remove ATMs from facilities based on agreed upon economics of the ATM's and a 30-day written notice by either party.

Requirements for Proposal Preparation

The proposal submission will include:

1. Collections of ATM machines and payment schedule.
2. Picture of the type of ATM to be placed at each location.
3. Requirements for service, such as a phone-line, power.
4. Description of cost-sharing proposal.
5. Description of space needed for placement and suggested placement on each property.

Contract and Award Process and Criteria

Proposals will be evaluated and reviewed by the City of Deadwood Finance Department, based upon the criteria required in this RFP and how well the response to the criteria meets or exceeds the services required. The contract will be for a period of 3 years with optional 1-year renewals for years 4 and 5.

Process Schedule

- Deadline for submissions: Thursday April 17, 2025, at 2:00 p.m.
- Bid opening: Thursday April 17, 2025, at 2:00 p.m.
- Contract award: May 5, 2025.

Deadline, Delivery, and Point of Contact for City of Deadwood ATM RFP By 2:00 p.m. on April 17, 2025

Please submit sealed bids (hard copy proposal packet), according to the criteria listed above, to this address during business hours (8 a.m. to 5:00 p.m.): City of Deadwood: ATM Proposal 102 Sherman Street, Deadwood SD 57732. All proposals will be opened and recorded at 2:00 p.m. on Friday February 28, 2025. Any submissions received after the deadline will be returned to the vendor, unopened. Questions: Call 605-578-2082 or send an e-mail to lornie@cityofdeadwood.com

NOTICE OF PUBLIC HEARING FOR STREET CLOSURE

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Wall Street Close Wall Street from Main Street to Pioneer Way for April 28-30, May 5-7, 12-14, 19-21, 2025 from 6:00 am - 8:00 pm and May 1, 2, 8, 9, 15, 16, 21, 22 2025 from 6:00 am - 5:00 pm for masonry work at 633 Main Street. Pedestrian access will be maintained. This is an Historic Preservation Façade Program Project.

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

Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 10, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine:

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

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

Dated this 7th day of April, 2025.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish: B.H. Pioneer – April 10, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
FOR COMMUNITY CONCERT
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 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:

Tuesday, June 17: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 6:00 p.m. to 10:00 p.m. on Tuesday, June 17, 2025.

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

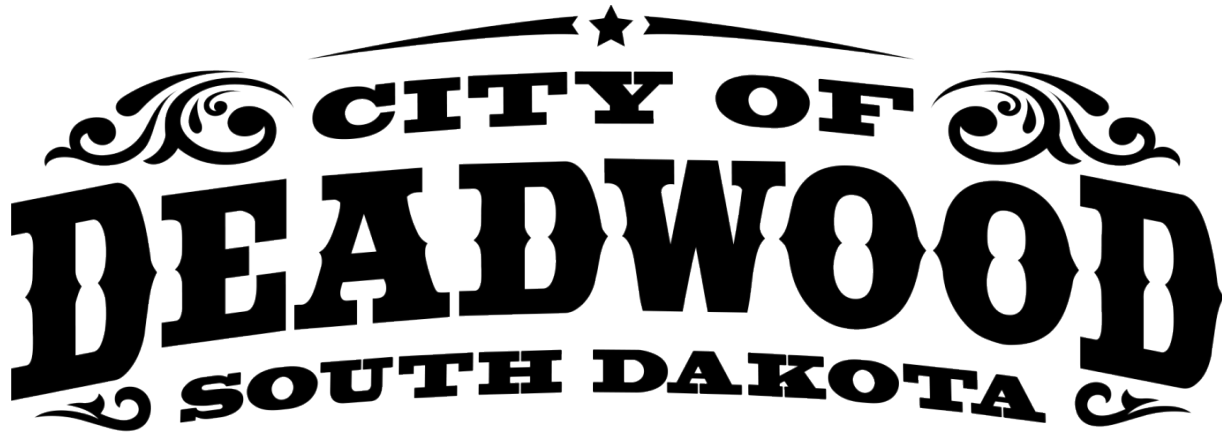
Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 10, 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

Tuesday Night FREE COMMUNITY CONCERT - June 17, 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

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

Event Title: Tuesday Night FREE COMMUNITY CONCERT - June 17, 2025Event Date(s): June 17, 2025 Total Anticipated Attendance: 1000
(month, day, year)(# of *Participants* 50 # of *Spectators* 950)Actual Event Hours: (from: 7 pm AM / PM (to): 9 pm AM / PM)Location / Staging Area: Outlaw SquareSet up/assembly/construction June 17 Start time: 2:30 AM / PMPlease describe the scope of your setup / assembly work (specific details): _____
Production Load in and band load in _____Dismantle Date: June 17 Completion time: 10 pm AM / PMList any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: Deadwood St - Main to Pioneer Way - 6 pm to 10 pm

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

OPEN CONTAINER

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

Date: <u>June 17</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☒ Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

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

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-210-1780

Address: 703 Main St Deadwood, SD 57732

(city)

(state)

(zip code)

Daytime phone: 605-717-6848

Evening Phone: 605-641-9162

Fax #: ()

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

Name: _____

Address: _____

(city)

(state)

(zip code)

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

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

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☒

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

☒
☐

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

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

This is a special Tuesday Night FREE COMMUNITY CONCERT for everyone to attend. In Support of SD Ag Summit & R Calf convention

Brandon Jones will be performing from 7 pm until 9 pm

We are requesting Deadwood St closure from 6 pm until 10 pm possible food truck corn hole boards, games set up on Deadwood St.

We are requesting Open Container for zones 1 & 2 from 5 pm to 10 pm

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

Adopted October 7, 2024

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

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

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

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

Food truck possibly on site for event

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

10' by 10' Set up and take down\$200.00

20' by 30' Set up and take down\$400.00

20' by 40' Set up and take down\$600.00

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Outlaw Square will handle internal security - private security hired for crowd control

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

Outlaw Square is ADA compliant

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

NO YES

☐
☒

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

Security Organization: Badland Security

Security Organization Address: 11090 Snoma Road - Belle Fourche, SD

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson

Business phone: 605-210-1780

NO YES

☐
☒

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

Outlaw Square has lightning

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Businesses and residents will be notified through public hearings

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 1

Type of Music: country rock

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 7 AM / PM – Finish Time: 9 AM / PM

☐
☒

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

If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 4:30 pm AM / PM

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

Powerhouse Productions will provide sound equipment

☒
☐

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

☒
☐

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Social media, posters, website

NO YES

☒
☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International
 Agent's Name: Chris Roberts
 Business Phone: (____) _____ Policy Number: _____ Policy Type: _____
 Address: Spearfish, SD 57783
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Wade Morris Title: Director
 _____ Date: 3/24/25
 (Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR FARMERS MARKET
TO ALLOW VENDING ON PUBLIC PROPERTY**

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 April 21, 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:

Permission to Waive Vending Fees

Request to waive vending fees for Farmers Market and allow vending on public property on Fridays beginning June 20 through September 12, 2025 at Gordon Park from 1:00 p.m. to 8:00 p.m.

Request to Waive Banner Fee:

Request to waive banners fees for Farmers Market on Fridays beginning June 20 through September 12, 2025 at Gordon Park from 1:00 p.m. to 8:00 p.m.

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

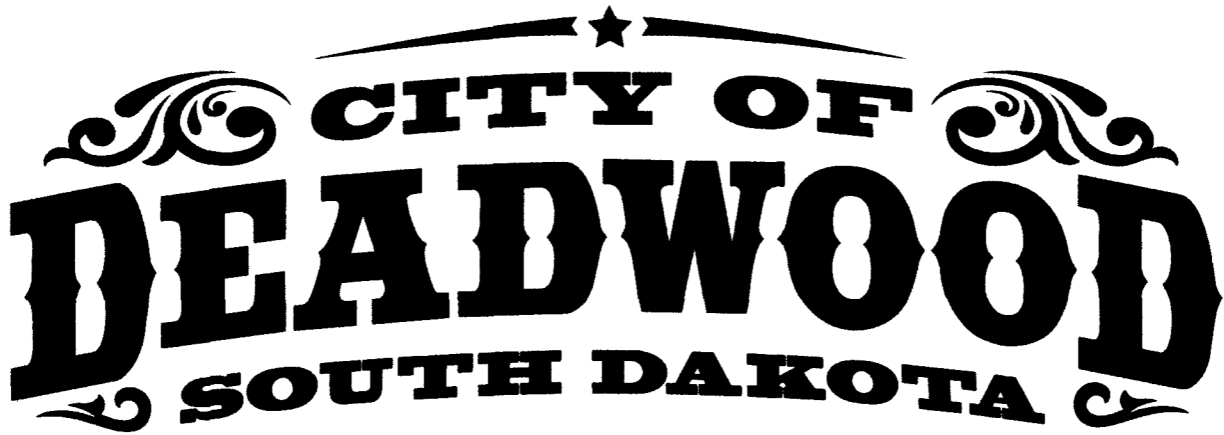
Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – April 10, 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

Deadwood Friday Farmers Market

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Friday Farmers Market

Event Date(s): Fridays, Jun 20 - Sep 12 Total Anticipated Attendance: Varies
 (month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from: 4pm AM / PM (to): 7pm AM / PM

Location / Staging Area: Gordon Park

Set up/assembly/construction Fridays, Jun 20 - Sep 12 Start time: 1pm AM / PM

Please describe the scope of your setup / assembly work (specific details): Vendor must unload, move their vehicle to park elsewhere and return to set up their booth

Dismantle Date: Fridays, Jun 20 - Sep 12 Completion time: 8pm AM / PM

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

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Farmers Market Inc / MSI is providing financial supportChief Officer of Organization (NAME): Vicki DarApplicant (NAME): Vicki Dar Business Phone: 509-879-1992Address: 374 Williams St • Deadwood • SD • 57732
(city) (state) (zip code)Daytime phone: 509-879-1992 Evening Phone: 509-879-1992 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: N/AAddress: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Vicki Dar Pager/Cell #: 509-879-1992**(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): _____We are a SD State Domestic Nonprofit in the process of securing our IRS recognized
501c3 status. The SD Nonprofit Certificate is attached.

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:

Farmers Market

Fridays beginning June 20

Gordon Park

Request to waive Vendor fees and Vendor signage

Vendors sell produce, canned goods, art & crafts and pre-made food items

Each week one to three non-profits organizations will be on sight to promote their organizations

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☐
☒

Will Items or services be sold at the event? If **YES**, please describe: Vendors sell produce, canned goods, art & crafts and pre-made food items

☒
☐

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:

➤ 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: _____

Pre-made baked and food goods will be displayed and packaged

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

☐ GAS

☒ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): for warming and cooling

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

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

10' by 10' Set up and take down\$200.00

20' by 30' Set up and take down\$400.00

20' by 40' Set up and take down\$600.00

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: 0

Trash Containers w / lids: 0

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

N/A

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
 Paths are kept open

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

NO YES

☐

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: 509-879-1992

NO YES

☐

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: VD

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

Acknowledge acceptance with initial: VD

Acknowledge acceptance with initial: VD

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Farmers Market page, Chamber and City News

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO

YES

☒☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒☐

Will **sound amplification** be used?

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

☒☐

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

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

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

☒☐

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

☐☒

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO

YES

☐☒

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

Social media, posters, emails, city and chamber news

NO

YES

☒☐

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

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

NAME: Vicki Dar

PHONE: 509-879-1992

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

Business Phone: () Policy Number: Policy Type:

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Vicki Dar Title: President/Volunteer

(Signature of Applicant/Sponsoring Organization) Date: 3.24.25

**NOTICE OF PUBLIC HEARING
BEV'S B'S POKER RUN
STREET PARKING**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 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:

Main Street Parking Request:

Main Street parking from Wall to Lee Street (east side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 22, 2025.

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

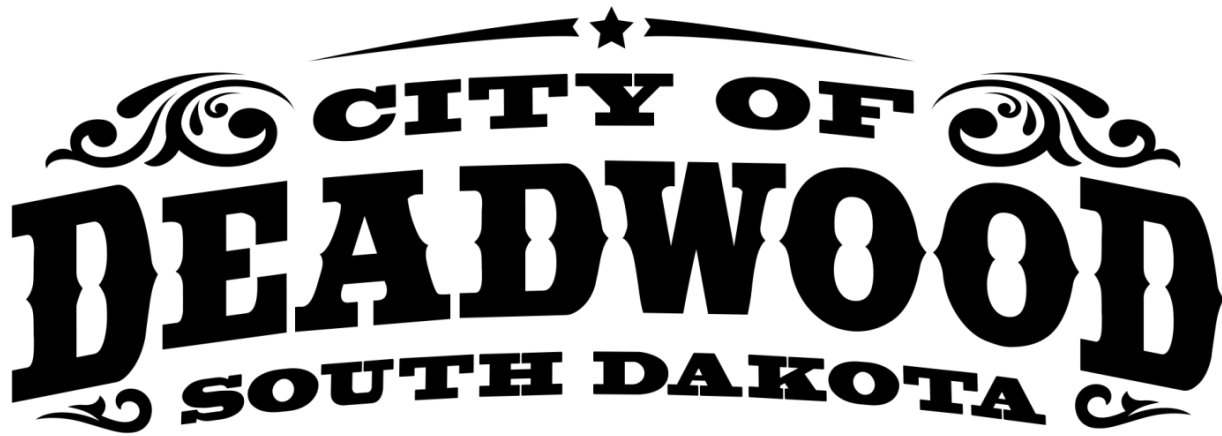
Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 10, 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

Bev's Poker Run - June 22, 2025

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Bev;s Poker Run - June 22, 2025

Event Date(s): June 22, 2025 Total Anticipated Attendance: 50-100
 (month, day, year)

(# of **Participants** 50-100 # of **Spectators** _____)

Actual Event Hours: (from: 5 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Saloon #10 - 657 Main St - Deadwood

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

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Saloon #10Chief Officer of Organization (NAME): Clay SpragueApplicant (NAME): Clay Sprague Business Phone: (605) 591-9765Address: _____
(city) (state) (zip code)Daytime phone: (605) 591-9765 Evening Phone: () same 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 Clay Sprague Pager/Cell #: 605-591-9765**(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:

Bev's Poker Run is the Annual Motorcycle event that is a fund raiser for Relay For Life

Requesting Motorcycle parking on June 22, 5 pm until 10 pm from Lee St. to Wall St
as the last part of the event takes place in the Saloon #10 - 657 Main St

Bike Parking will be on East side of Main St. only.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

Adopted June 1, 2023

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: N/A 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: N/A

Other Related Event Components not covered above. N/A

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: N/A

Please describe your Accessibility Plan for access at your event by individuals with disabilities: N/A

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

NO YES

☒
☐

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES

☒
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: CS

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

Acknowledge acceptance with initial: CS

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Residents and businesses will be notified through Public Hearing Notifications _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Posters and social media _____

NO YES

☒
☐

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

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

NAME: Clay Sprague PHONE: 605-591-9765

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: _____

(state)

(zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Clay Sprague Title:

Date: 3/25/25

(Signature of Applicant/Sponsoring Organization)



Deadwood Volunteer Fire Department

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

Date: April 8, 2025

To: City of Deadwood Event Committee

From: Deadwood Fire Department

Reference: Mr. Wu's Wong Weekend June 26-28, 2025

The Deadwood Fire Department Fire Technician Charles Fetter went down to Mr. Wu's on 4/7/2025 and looked at the options of locations for use of Fire Crackers for the Chinese Dancers show. That will be taking place on June 26-28 2025. The first location was the parking lot next to the building and the second location was right out front of the building. Options 1 was ruled out due to the brush and trees behind and the chance of a spark flying behind and would limit the amount of people in the parking lot. The second option in the middle of the street this would give a better buffer zone way from and brush and everything else. A couple things that are asked is and would need to be followed is making sure that there are fire extinguishers place at the ends of where the dance would be taken place. Also staff close by incase something happens. The other thing is staff needs to make sure that everything is clean up after the show. Also place all material in a Metal can with water to add another level of protection. After reviewing this stuff with the staff Member from Mr. Wu's (Jeremy Van Tassel) everyone was ok with this. With this I approve this event of use of Fire Crackers to be use and will sign off the permit application on this date 4/7/2025.

Thank You for your time and consideration.

Charles Fetter – Fire Technician

City of Deadwood/ Deadwood Fire Department

737 Main St

Deadwood, SD 577323

605-578-1212

**NOTICE OF PUBLIC HEARING
MR WU'S WONG WEEKEND
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Closure of a portion of Main St. from Lower Main Street at Pioneer Way to Wall Street for a period of 15 minutes, 3 times a day between the hours of 2:00 p.m. and 7:00 p.m. on June 26, June 27 and July 28, 2025.

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

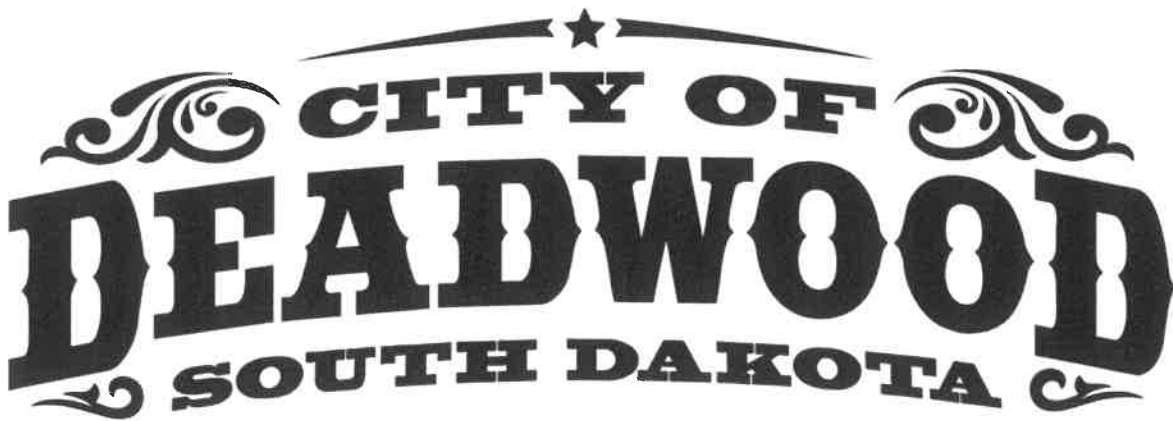
Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 10, 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

Mr. Wu's Wong Weekend

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Mr. Wu's Wong Weekend

Event Date(s): June 26th, 27th, 28th 2025 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 3:00 PM AM / PM (to): 9:00 PM AM / PM

Location / Staging Area: Mr. Wu's, 560 Main Street

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

Please describe the scope of your setup / assembly work (specific details): Chinese Dancers in the street for a max of 15 minutes, 3 times each day. June 26, 27, 28th of June 2025

Dismantle Date: June 28th Completion time: 9:00 PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Will Provide temporary 15 minute pauses in traffic on Main St.

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Mr. Wu'sChief Officer of Organization (NAME): Bart HammApplicant (NAME): Mr. Wu's / Bart Hamm Business Phone: (605) 717-2598Address: 560 Main Street Deadwood SD 57732
(city) (state) (zip code)Daytime phone: (605) 390-8525 Evening Phone: (605) 390-8525 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 Jim Smitt Pager/Cell #: 605-591-9314**(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:

Temporary traffic pauses on Main St. on June 26, 27, and 28th to allow dancers and spectators to safely move into Main St during performances of Chinese dancers.

Ideal times would be 4pm, 6pm, and 8pm but willing to be flexible to work around the Deadwood Alive Shoot Outs

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

Adopted October 7, 2024

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

10' by 10' Set up and take down \$200.00

20' by 30' Set up and take down \$400.00

20' by 40' Set up and take down \$600.00

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Jim Smitt hired security
will provide security and assist with traffic pauses

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Sidewalks will be
open for spectators.

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

NO YES

☐
☒

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

Security Organization: _____

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

Security Director (Name): Jim Smitt Business phone: 605 717-2598

NO YES

☒
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: BH

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

Acknowledge acceptance with initial: BH

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒☐

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

☒☐

Will **sound amplification** be used?

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

☒☐

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

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

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

☐☒

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

☒☐

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

**PROMOTION / ADVERTISING / MARKETING / INTERNET
INFORMATION**

NO YES

☒☐

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

NO YES

☒☐

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

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

NAME: Mr. Wu's PHONE: 605-717-2598

Adopted October 7, 2024

**NOTICE OF PUBLIC HEARING
FOR PARK WEST/JABOCS GALLERY CONCERT
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 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:

Saturday, June 28: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Saturday, June 28, 2025.

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

Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 10, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
FOR JULY 4TH PARADE**

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 April 21, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

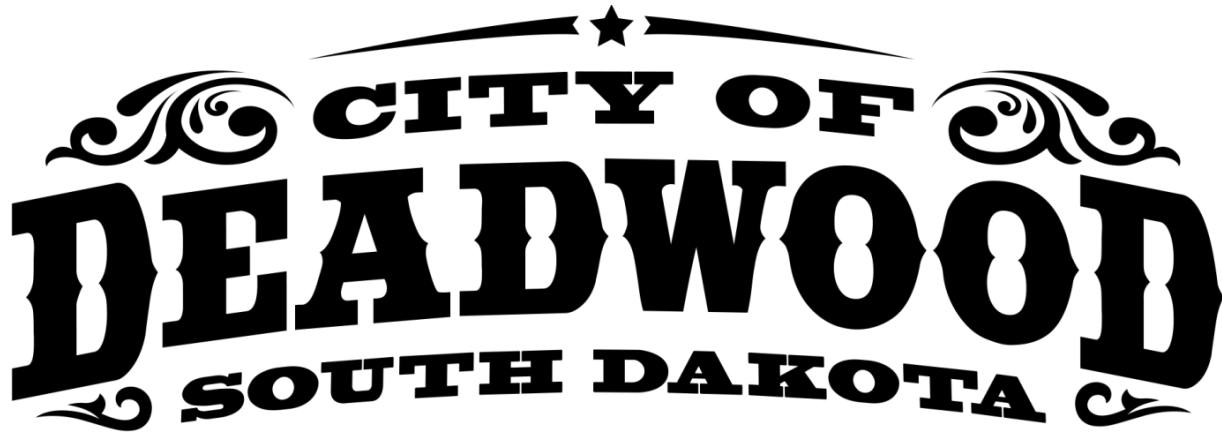
Friday, July 4: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 3:00 p.m. until parade ends.

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

Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: April 10, 2025



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

4th of July Parade 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

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

Event Title: 4th of July Parade 2025

Event Date(s): 7/4/25
(month, day, year)

Total Anticipated Attendance: _____

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 3pm AM / PM (to): 4pm AM / PM

Location / Staging Area: _____

Set up/assembly/construction 2pm Start time: 3pm AM / PM

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

Dismantle Date: 4pm Completion time: 4pm AM / PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: Main St. -14A

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: Times: Zone:

Date: Times: Zone:

Date: Times: Zone:

Date: Times: Zone:

Adopted October 7, 2024

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:

4th of July Parade. Lineup 2pm at the Rodeo Grounds. Parade starts at 3pm in Deadwood and ends in Lead.

Main St. to 14A.

Request Police escort.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

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YES

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Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

☒☐

Will Items or services be sold at the event? If **YES**, please describe: _____

☐☒

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

☒☐

Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

10' by 10' Set up and take down\$200.00

20' by 30' Set up and take down\$400.00

20' by 40' Set up and take down\$600.00

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

☐

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

Security Organization: _____

Security Organization Address: _____

(city) (state) (zip code)

Security Director (Name): Business phone: 605 578-1876

NO YES

☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 3pm AM / PM – Finish Time: 4pm AM / PM

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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: _____

Parade float music

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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.

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

Float Banners

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Local and social media

NO YES

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

Local Media

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted October 7, 2024

**NOTICE OF PUBLIC HEARING
FOR WEEKEND FREEDOM CONCERT
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held April 21, 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:

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

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 5 to 1:00 a.m. on Sunday, July 6, 2025.

Siever Street: Closure from 6:00 a.m. on Saturday, July 5 to 1:00 a.m. on Sunday, July 6, 2025. (if needed)

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

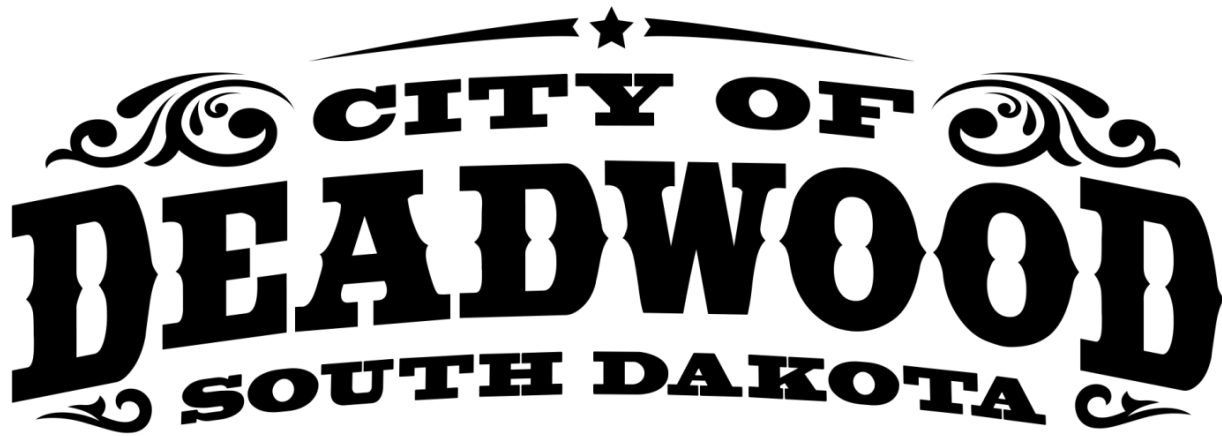
Dated this 7th day of April, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: April 12, 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

Weekend Freedom Concert - Outlaw Square - July 5, 2025

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Weekend Freedom Concert July 5, 2025Event Date(s): July 5, 2025 Total Anticipated Attendance: 2500
(month, day, year)(# of Participants 50 # of Spectators 2450)Actual Event Hours: (from: 8 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction July 5 Start time: 7 am AM / PMPlease describe the scope of your setup / assembly work (specific details):
Load in of Stage production equipment and band load inDismantle Date: July 6 Completion time: 12 am AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. from Main to Pioneer way - July 5, 7 am - July 6, 12 am
Requesting use of Siever St. July 5, 6 am to July 6, 12 am (if needed)

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

OPEN CONTAINER

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

Date: <u>July 5, 2025</u>	Times: <u>5 pm until 10 pm</u>	Zone: <u>1 & 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Outlaw SquareChief Officer of Organization (NAME): Wade Morris aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605) 717-6848Address: Deadwood, SD

(city)

(state)

(zip code)

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

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

Name: _____

Address: Deadwood, SD

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO



YES



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



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): No admission fee - FREE Concerts

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

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

Outlaw Square is hosting a 1 day Freedom Weekend Concert event featuring 1

Headline band - This will be a FREE show

Concert will take place on Saturday July 5, 8 pm to 10 pm

Requesting Deadwood St. closure from Main to Pioneer Way July 5, 7 am
until July 6, 12 am -

Will need to request Siever street closure on July 5, 6 am to July 6, 12 am if needed

Requesting Open Container for zones 1 & 2 on July 5, 5 pm until 10 pm

Deadwood Chamber event cups will be used by participating businesses.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up and trash collection each night and dumping it in trash bins at city garage

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road, Belle Fourche, SD

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

NO YES

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☐

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

Outlaw Square and city street lights will be on to illuminate the area

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

Number 1 Ambulance(s) – How provided? Monument Health

Number 2 Emergency Medical Technicians – How provided? Monument Health

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

Acknowledge acceptance with initial: wm

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

Acknowledge acceptance with initial: wm

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 1 each day

Type of Music: variety

☐
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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

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

If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 5 pm AM / PM

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

Powerhouse sound is our sound & lighting production company

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

☐
☒

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

NO YES

☒
☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International - Lloyds of London
 Agent's Name: Chris Robers
 Business Phone: (____) _____ Policy Number: _____ Policy Type: Commerical Liability
 Address: Deadwood, SD
(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Wade Morris aka Bobby Rock Title: Director
 _____ Date: 3/24/25
 (Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
FOR OUTLAW SHOOTOUT AAU WRESTLING**

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 April 21, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 6:00 a.m. on Saturday, July 19 to 1:00 a.m. on Sunday, July 20, 2025.

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

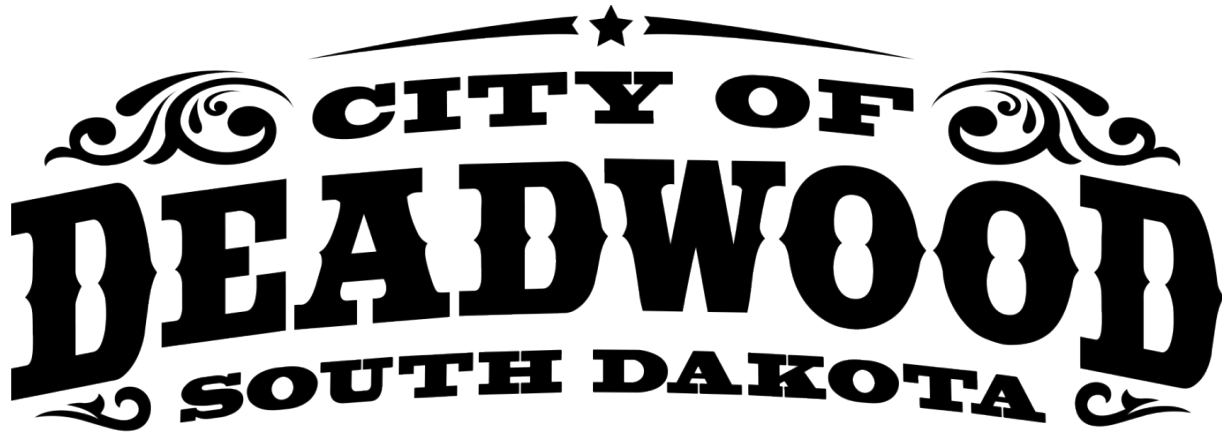
Dated this 7th day of April, 2025

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

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

Black Hills Shoot Out/AAU Wrestling July 19, 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

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

Event Title: Black Hills Shoot Out/AAU Wrestling July 19, 2025Event Date(s): July 19, 2025 Total Anticipated Attendance: 800
(month, day, year)(# of Participants 300 # of Spectators 500)Actual Event Hours: (from: 6 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction July 18 Start time: 8 am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
 Preliminary set up will begin on Friday with bleacher load in and bike gates brought to Square - Actual construction
 will take place on Sat. July 19, at 6 am - bleachers will be removed on Monday July 21

Dismantle Date: July 20 Completion time: 12 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing
 and time of re-opening: Deadwood St closure - Main to Pioneer Way - July 19 6 am to 12 am July 20

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

OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Lead/Deadwood AAU Wrestling ClubChief Officer of Organization (NAME): Mike SneezbyApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-717-6848Address: 703 Main St, Deadwood, Sd 57732

(city)

(state)

(zip code)

Daytime phone: 605-717-6848Evening Phone: 605-641-9162

Fax #: ()

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

Name: _____

Address: _____

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:**

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☒

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

☐☒

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): participation fee for entrants and entrance fee to attend the event

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

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

This is the 3rd year of the AAU Wrestling tournament taking place at Outlaw Square with wrestlers participating from around the region. This is a fundraiser for the Lead/Deadwood AAU wrestling club.

Bleachers will be placed at Outlaw Square for public seating during the event

This is a ticketed event with wrestling club charging admission. Security gates will be placed along the main street sidewalk and down the curb of Deadwood St on Rocksino side from Main to Pioneer way to secure the venue

Requesting Deadwood St. closure beginning at 6 am for set up of team camp tents

Wrestling mats will be used on the Outlaw Square turf

Registration begins at noon - matches begin at 6 pm

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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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: _____

Pizza from businesses will be sold

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: Outlaw Square staff along with wrestling club will handle clean up and disposal

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
 Outlaw Square will handle all security

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

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

NO YES

☐

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: 605-717-6848

NO YES

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

Outlaw Square lighting will be used

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

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

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

Acknowledge acceptance with initial: **wm**

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

Acknowledge acceptance with initial: **wm**

Acknowledge acceptance with initial: Wm

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Businesses and residents will be notified through public hearing notices

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

☒
☐

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

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

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

Outlaw Square sound system will be used

☒
☐

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

☒
☐

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Through the wrestling club

NO YES

☒
☐

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

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

NAME: Mike Sneesby PHONE: 605-645-1664

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Certificate of insurance will be provided by wrestling club

Agent's Name: _____

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

Address: _____

(city)

(state)

(zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

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

Date: 3/24/25

(Signature of Applicant/Sponsoring Organization)

ORDINANCE #1421

AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF DEADWOOD, SOUTH DAKOTA AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, FOR A PERIOD OF TEN (10) YEARS REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Commission of the City of Deadwood that, pursuant to SDCL Ch. 9-19, the Deadwood Ordinances be modified to read as follows,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "Midcontinent Cable Television Ordinance" and is sometimes referred to as the "franchise"

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals and public, educational, and governmental access channels.
2. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, (codified at 47 U.S.C. §§521-611 ([1982 & Supp. V. 1987])), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the *Telecommunications Act of 1996*, Pub. L. No. 104-104 (1996) as it may, from time to time, be amended.

3. “Cable service or services” means (A) the one-way transmission to subscribers of (i) video programming or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).

4. “Cable system or system” means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide cable services which includes video programming, and which is provided to multiple subscribers within the City, but such term does not include:

1. A facility that serves subscribers without using any right-of-ways;
2. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; or
3. Any facilities of any electric utility used solely for operating its electric utility systems.

5. “City” or “Grantor” is the City of Deadwood, South Dakota.

6. “Commission” is the City Commission of Deadwood, South Dakota.

7. “Facility” or “facilities” means Grantee’s wires, cables, towers, poles, communication attachments, fibers, equipment facilities, wireless communications facilities, and other component parts utilized to provide cable service and/or video programming to be installed or located in, along, over, upon, under, or through the right-of-ways by Grantee.

8. “FCC” shall mean Federal Communications Commission.

9. “Gross revenue” means any and all revenue in whatever form from any source received by Grantee or an affiliate of Grantee that would otherwise be subject to the payment of franchise fees pursuant to the provisions of 47 U.S.C. §542 derived from the operation of the cable system to provide cable service within the City. Gross revenues shall include, but are not limited to, all revenue received from basic and expanded basic, pay cable, digital services, high definition services, digital video recorder, video on-demand, and converter rentals. The term does not include any taxes or fees on cable services furnished by Grantee and imposed directly upon any subscriber, nonsubscriber, or user by federal, state, or local law and collected by grantee on behalf of such governmental unit, or amounts collected from subscribers for public, educational, and/or governmental access.

1. Gross revenues does not include any revenue which cannot be collected by Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in gross revenues for the collection period.

2. The term does not include revenue received from advertising, home shopping service commissions, leased access and service charges, including, but not limited to, installation, disconnection, repair, or other similar service charges.

3. It is understood that over the term of a franchise, Grantee may provide new services that are classified as cable services under a franchise and federal law. The parties anticipate and agree that such services shall be subject to franchise fees under this chapter and a franchise without any further amendment or other action by the parties hereto.

THIS NEW DEFINITION OF "GROSS REVENUE SHALL BE EFFECTIVE ON THE FIRST DAY OF THE MONTH FOLLOWING NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF THE FRANCHISE.

10. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.

11. "Grantee" is Midcontinent Communications ("Midcontinent") or anyone who succeeds Midcontinent in accordance with the revisions of this Ordinance.

12. "Right-of-way" or "right-of-ways" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, or any public easement or right-of-ways now or hereafter held by the City which shall, within its proper use and meaning, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.

13. "Service area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

14. "Subscribers" are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive franchise and right to erect, maintain, and, construct facilities and to operate a cable system in the City for the purposes of offering cable service. The Grantee may utilize the right-of-ways within the City for the operation of a cable system providing cable service, subject to the requirements of this ordinance and all other applicable codes, laws, and regulations, both state and federal. This franchise shall be for a period of ten (10) years, commencing from and after the effective date of this Ordinance.

As a condition of use of the right-of-ways, every Grantee, at its sole cost and expense shall indemnify and hold harmless City for all damages and penalties as a result of the exercise of this franchise as described in XXIII of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

1. The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.
2. Grantee shall not, as to rates and charges, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage. This section shall not be construed to prohibit promotional or bulk discounts, or discounts that may be made available to seniors or the economically disadvantaged.
3. Grantee agrees to comply with the provisions of the Communications Act of 1934, § 631(a), (a)(1)(A-E), as amended, 47 U.S.C.A. § 551(a), (a)(1)(A-E).

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance. ("Service Area")
2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise under the following conditions:
 - a. Whenever the Grantee shall receive a request for service from at least 30 residences within 1,320 cable-bearing strand feet (one-quarter mile) of its

trunk or distribution cable, it shall extend the Cable System to such Subscribers at no cost to said Subscribers for the extension, other than the usual connection fees for all Subscribers, provided that such Cable System extension is technically feasible and provided such an extension will not adversely affect the operation, financial condition, or market development of the Cable System or as provided for under subsection B, below.

- b. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as Subscriber's request to locate his cable drop underground in an area where other installations is done in an aerial manner or a distance of greater than 200 feet from the distribution cable to the connection of service to Subscriber, or a density of less than 30 residences per 1,320 cable-bearing strand feet (one-quarter mile) of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of materials, labor, and access to easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in an area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 30 residences. Subscribers who request service hereunder may bear the remainder of the construction and other cost on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction to be borne by such potential Subscribers be paid in advance.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC and is responsible for ensuring that its system is designed, installed, and operated in a manner that fully complies with applicable FCC rules including Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX – BUILD-OUT - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently or economically serve its subscribers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

With regards to build-outs for new developments;

- (a) Subject to the line extension provisions of SECTION V, Grantee shall extend cable service to all areas of the City with a density of 30 homes per mile at no cost for cable system extension other than the standard installation fees charged to all subscribers, and in accordance with its franchise and consistent with the rules and guidelines of the FCC.
- (b) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give all Grantees at least 14 days' written notice to Grantees of the construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit and/or cable. Grantee shall provide specifications as needed for trenching.
- (c) Should the Grantee determine that line extension is economically unfeasible, the Grantee and the developer agree to negotiate in good faith toward an equitable agreement. If the Grantee and the developer arrive at impasse, disputes over the extension shall be mediated by the City Commission 30 days after receipt of written request by either party.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All facilities, including transmission and distribution structures, lines, and equipment, erected by the Grantee within the City shall be maintained and located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said facilities, including poles or towers, shall be removed by Grantee whenever the City reasonably finds that the same restricts or obstructs the operation or location of any future streets or public places in the City of Deadwood, South Dakota.

2. All facilities, including transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of Grantee's cable system in the City right-of-ways, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.
4. All work in any way necessitated by the business of Grantee which may involve the disturbing, damaging, opening, excavating, breaking up or tearing up of a portion of a City right-of-way, including street, sidewalk or other part of any City-owned or City-controlled property, shall at the option of the City be done by the City at the expense of Grantee. Prior to any excavation, opening, disturbing, breaking or tearing up of any right-of-way, Grantee shall notify the City and obtain any necessary permits and post any necessary bonds except where a bona fide emergency exists. Grantee agrees to retroactively apply for the proper permits in those instances where emergency excavation was conducted. In the event the City does not exercise its option, in case of disturbance, damaging, opening, excavating, breaking or tearing up of any City right-of-way, including street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such right-of-way, street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its facilities, including poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of facilities and other equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or public place shall not interfere with the usual travel on such public way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.

7. The Grantee shall, on the request of (1) any person holding a building moving permit issued by the City, (2) any person holding a lawful over-size or over-height permit issued by the City or issued by an appropriate agency, (3) or any person who wishes to remove trees or structures from their property, shall temporarily raise or lower its wires to permit the moving of buildings or other oversized objects or to permit tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. In no event shall City pay such expense. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
8. Subject to all provisions of Deadwood City Ordinance Ch. 12.40 “Trees and Landscaping Standards”, the Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
9. In those areas within the City where a cable system offering cable service is currently placed underground, all facilities shall remain or be placed underground. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providers of other above ground services in the designated areas and at no cost to the City.
10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.
11. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same right-of-way or public place, or remove from the right-of-way or public place, any installation, facility, or property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of the street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Grantee shall in all cases have the privilege to abandon any property of Grantee in place as hereinafter provided.
12. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the

requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall, subject to the rights of the City to lawfully acquire or transfer the system, promptly remove all installations, facilities, wires, etc., and cable system from the City right-of-ways and public places other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the right-of-ways, public place or other area from which said facility or property has been removed to a condition satisfactory to the City.

13. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

SECTION XI - OWNERSHIP AND REMOVAL OF FACILITIES

Notwithstanding anything to the contrary in Section X, upon termination of a franchise, Grantee or its successors and assigns shall retain ownership of the cable system and shall be entitled at its option and expense to remove the cable system from all right-of-ways, private property, or to abandon said cable system. Should Grantee elect to remove the cable system, it is obligated to restore all property to its prior condition. If Grantee fails to restore the property satisfactorily, the City may complete the work and Grantee shall reimburse the City within 90 days of receipt of an itemized bill for such work.

Except as otherwise agreed in writing at the time of installation, all facilities for cable services installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment at its sole cost and expenses and is obligated to restore all property to its prior condition. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to Federal regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request, except the service drop pedestal.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior approval of the City Commission, which approval shall not be unreasonably withheld. This provision shall not apply to assignment of rights to a parent, subsidiary or affiliate of the Grantee.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate ten (10) years from the effective date of this ~~Addendum to the Ordinance #1208. The remaining provisions will remain the same. which Ordinance shall be subject to renewal pursuant to the provisions of the Cable Act, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original ten (10) year term has expired.~~

The City and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of a franchise.

If this Ordinance is not renewed, or if it is revoked for cause by the City, the transfer of Grantee's system shall be governed by Section 627 of the Cable Communications Policy Act of 1984, as amended.

SECTION XIV - ERECTION, REMOVAL AND COMMON USE OF POLES

1. There is hereby granted to the extent that the City is authorized to so do, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment and facilities from the City and all other holders of public licenses and franchises within the corporate limits of the City, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City.
 - a. Grantee, in consideration for this franchise, hereby acknowledges and agrees that City does not warrant the condition of any poles, facilities, equipment, or any other attachment to any poles, including anchors or guy-wires, or other pole supports, or the premises surrounding such poles as to its safety whatsoever, and Grantee hereby assumes all risk of any damage, injury, or loss of any nature whatsoever caused by or in connection with the use of said poles, facilities, and equipment on such poles, or the premises surrounding said poles, and Grantee agrees to indemnify, defend, and protect and hold City harmless in connection with Section XXIII of this Ordinance.
 - b. In the event that any pole of City to which Grantee desires to make an attachment of its facilities is inadequate to support Grantee's facilities, Grantee must cause the pole and current attachments thereto to be properly guyed and anchored. Whether a pole is inadequate to support Grantee's facilities must be determined by Grantee prior to attachment and it shall be Grantee's sole responsibility reinstall, guy, and/or anchor the pole to support all attachments and facilities on the pole. Grantee agrees to indemnify and hold harmless City for any damage or injury resulting from Grantee's failure to adequately guy or anchor a pole as set forth in Section

XXIII. Any guying, anchoring or strengthening of poles shall be at the expense of Grantee.

It is the stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole-line facilities whenever possible or wherever such usage does not interfere with the normal operation of said poles and pole-lines so that a number of new or additional poles constructed by Grantee within the City may be minimized. The annual rental for the use of City poles shall be set by the Commission by resolution and separate agreement.

2. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Commission or its designated representative determines that the public convenience would be enhanced thereby.
3. Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee, insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures, and the City shall hold Grantee harmless from any and all actions, causes of actions and damages caused by the placing of the City's wires or appurtenances upon the poles of the Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles, the City shall compensate for such additional expense.
4. Where a public utility serving the City desired to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Commission may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Commission determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

SECTION XV - RATES

1. Grantee shall at all times maintain a website a schedule setting forth rates and charges to be made to subscribers for basic cable, service, including installation charges. ~~Grantee shall at all times maintain on file with the City Finance Officer a schedule setting forth all rates and charges to be made to subscribers for cable services, including installation charges.~~

2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.
3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XVI - PAYMENT TO THE CITY

Grantee shall pay to the City during the term of the rights granted hereunder, and so long as the Grantee operates said system in an amount of up to 5% of its annual Gross Revenue. The City shall impose the same franchise fee percentage and Gross Revenue definition on all Grantees.

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to ~~five percent (5%)~~ ~~three percent (3%)~~ of the annual total gross revenue of the cable system.

1. This franchise fee may be reviewed every two years by the City. In the event the franchise fee is increased, the City must give grantee a 180-day notice to implement the new fee. In accordance with the Cable Act, the 12-month period applicable under the franchise for the computation of the franchise fee shall be a calendar year.
- ~~2. The City may require Grantee to provide financial support permissible under the Cable Act, as a capital grant payable by each Grantee to the City for PEG capital requirements in the amount up to 1% of each grantee's gross revenue, as determined by the City no more frequently than once every two years. The capital grant shall be payable by each Grantee with the franchise fee payment as required by this chapter and shall be itemized and passed through to subscribers in the same manner. The City shall impose the same percentage fee on all Grantees or shall not impose the fee on any Grantee. The City shall provide all Grantees with 180 days' prior written notice for the implementation or modification of the capital grant.~~
3. The franchise fee and community grant payment shall be due monthly and payable within 30 days after the close of the preceding month. Each payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation. Payments shall be deposited to a City account electronically, unless otherwise agreed.
4. The community grant may be itemized and passed through to subscribers separate from and in the same manner as franchise fees. The City shall impose the same community grant percentage fee on all Grantees or shall not impose the community grant percentage fee on any grantor;

5. The franchise fee obligation herein is a material requirement of a franchise and is considered payment by Grantee for use of rights-of-way.
6. Notwithstanding the annual gross revenue fee or tax payable hereunder, if the Grantee is legally obligated to collect or pay any sales tax or other taxes, the Grantee shall have the right to charge the subscribers an additional amount equal to such tax.

SECTION XVII - SERVICE TO SCHOOLS, CITY AND FIRE DEPARTMENT

~~The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to public and parochial elementary and secondary schools within the City and as amended from time to time, at one terminal junction for each school building in an area served by Grantee for educational purposes upon request of the school system and shall also furnish to the schools, without charge, basic service to all sets connected within such building to the terminal junction. Internal wiring and expenses for additional set top boxes required for services beyond the first free service shall be the responsibility of the school.~~

~~Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at City owned buildings within an area served by Grantee and as amended from time to time, other than a hospital, nursing home, apartment or building at the airport, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.~~

~~The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to fire department buildings, library(ies), police station(s) within the City and as amended from time to time, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.~~

~~Exhibit A shall provide a listing of the current locations which may be served by Grantee under this Section.~~

SECTION XVIII – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

The Grantee shall allocate one channel to the City as a public, educational or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

If City files a written request with Grantee for full-time use, and upon Grantee's vacating its use of the channel, then the Grantee shall have full use of this channel's capacity, but

any portion not used by City may be used by Grantee. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use the PEG Channel. Grantee shall provide locations for program origination (“origination points”). No charges may be assessed by Grantee for channel time or playback of prerecorded programming on the specially designated PEG access channels. Each user of the PEG access channels shall be responsible for the programming content and pay their own costs of programming. Grantee shall not exercise editorial control over PEG Channel. Grantee will include PEG access channels on its program guide channels. Any content that may be required for such listing will be the responsibility of City, based on the reasonable requirements for the furnishing of such content to grantee. Grantee will provide City with installation, equipment, and only that digital cable radio service generally available to Subscribers without an additional fee, subject to Grantee's ability to lawfully do so pursuant to its contracts with the affected content providers, to be utilized as background music for PEG electronic message systems at no cost to the City.

SECTION XIX - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Commission, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XX - MISCELLANEOUS

1. Grantee's legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Commission after consideration in a full public proceeding affording due process to all interested parties.
2. **Good Faith.** Grantee and the City shall act reasonably and in good faith, deal fairly, and cooperate with each other to enable performance of all obligations under this chapter and achievements of the expected benefits.
3. **Compliance with Law.** Compliance with federal, state, and local laws and changes require:
 - a. If any federal, state, or local law or regulation requires or permits Grantee or the City to perform any service or act or shall prohibit Grantee or the City from performing any service or act which may be in conflict with the terms of a franchise, then as soon as possible following knowledge thereof, City and Grantee shall notify the other of the point of conflict believed to exist between such law or regulation.
 - b. If any section, sentence, clause, or phrase of this chapter or a franchise is for any reason held to be invalid, unenforceable, or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions of this chapter, or a franchise and the remainder shall remain in full force and effect.

4. **Nonwaiver of Obligation.** Grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise by reason of any failure of City to enforce prompt compliance.
5. **Door-to-Door Sales & Peddlers.** Subject to Chapter 5.28 of the Deadwood City Ordinances, Grantee shall be allowed to utilize a door- to-door sales force to market its cable service within the City
6. **Signage.** Subject to Chapter 15.32 of Deadwood City Ordinances, Grantee shall not place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Grantee or any other person or entity on grantee's facilities located in or on the right-of-ways, except minimal markings necessary to identify the cable system for service, repair, maintenance, or emergency purposes, or as required by applicable law or regulation.
7. Notice to Grantee shall be made to the following:

Midcontinent Communications
Attn: Regulatory
4020 Cayman Street
Sioux Falls, SD 57107

With copies to: Patrick McCann, VP of Legal and General Counsel
Midcontinent Communications
4020 Cayman Street
Sioux Falls, SD 57107
Email: Patrick.mccann@midco.com

SECTION XXI - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications

Policy Act of 1984 as it now exists, or as hereafter amended, replaced or superseded by other Act of Congress.

SECTION XXII – REMEDIES AVAILABLE TO CITY

If Grantee fails to perform in a timely manner any material obligation, as determined by the City, required herein, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:

a. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time. Grantee shall have 30 days from receipt of the notice to: (a) respond to the City, contesting the assertion of noncompliance, which shall toll the running of any time frames hereunder until Grantee is afforded the public hearing required herein and a written determination of the City Commission has been issued, or (b) cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, Grantee will then be given 30 days' prior written notice of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.

b. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five business days therefrom. The City shall notify Grantee in writing of the time and place of such meeting and provide Grantee with an opportunity to be heard.

c. In the event the City Commission finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate, and no penalty or other sanction will be imposed.

d. Subject to applicable federal and state law, in the event the City Commission finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City Commission may establish a date, no earlier than 30 days following notification, by which grantee must comply with the obligation or the City may thereafter seek specific performance of any franchise provision, which reasonably lends itself to such remedy. In addition, the City Commission may impose reasonable damages and enforce imposition of such damages.

In the case of a substantial default of a material provision of the franchise, the City Commission may also implement the franchise termination procedures in accordance with the following:

1. The City shall give written notice to Grantee of its intent to revoke a franchise on the basis of a pattern of noncompliance by Grantee, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in

writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of the franchise at a public meeting. City shall cause to be served upon Grantee, at least ten days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.

2. At the designated meeting, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not a franchise shall be revoked. Grantee may appeal such determination to an appropriate court.

Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under a franchise in lieu of revocation of a franchise.

e. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate. The parties hereby agree that it is not the City's intention to subject Grantee to penalties, fines, forfeitures, or revocation of a franchise for so-called "technical" breach(es) or violation(s) of a franchise or local cable ordinance, which shall include, but are not limited to, the following:

1. In instances or for matters where a violation or a breach by Grantee of a franchise or local cable ordinance was a good-faith error that resulted in no or minimal negative impact on the customers within the service area.
2. Where there existed circumstances reasonably beyond the control of Grantee and which precipitated a violation by Grantee of a franchise or local cable ordinance, or which were deemed to have prevented Grantee from complying with a term or condition of the franchise or local cable ordinance.

Should the City seek to revoke a franchise after following the procedures set forth above, the City shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of a franchise at a public hearing. The City shall cause to be served upon Grantee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke a franchise.

At the designated hearing, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the franchise shall be revoked. Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

Notwithstanding this Section, the City may, at its sole discretion, take any lawful action which it deems appropriate to enforce a franchise and the exercise of any of the remedies as set forth herein shall not constitute an election of remedies or otherwise be considered a waiver by the City to take any lawful action or exercise any appropriate remedy it deems appropriate to enforce the terms and conditions of this chapter and a franchise.

SECTION XXIII - LIABILITY AND INDEMNIFICATION

1. **Indemnify & Hold Harmless.** Grantee agrees, by acceptance of this franchise, that it shall indemnify and save free and harmless, and by the acceptance of a franchise, agrees to indemnify and save free and harmless the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City from and against any and all liability by reason of or arising out of any and all claims, demands, causes of action, or proceedings which may be asserted, prosecuted, or established against them or any of them, for injury to persons or tangible damage to property of whatever nature arising out of the use by Grantee of the right-of-ways, or of any other operations or activities of Grantee pursuant to this chapter and a franchise and the operation of a cable system, whether such damage shall be caused by negligence or otherwise (including but not limited to any liability for damages for defamation and damages by reason of or arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by Grantee's cable system or vehicle operations) and irrespective of the amount of the liability insurance policies required hereunder, but excepting therefrom liability arising out of any claim, demand, cause of action, or proceeding resulting from the negligence or willful misconduct of the City, the City Commission, each member thereof, or officers, agents, employees, or members of boards and commissions of the City, or resulting from the negligence or willful misconduct of persons distributing programs via the PEG access channels over which persons and programming Grantee cannot legally and does not exercise control.
2. **Defend at own cost.** Grantee, by the acceptance of a Franchise, agrees to defend at its own cost and expense the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City against any and all claims, demands, actions, or proceedings brought against them or any of them, in respect to the matters embraced by the indemnity set forth

herein and regardless of a cross-indemnity claim that is or may be asserted by Grantee against the City.

3. **Insurance requirement.** Concurrently, with the filing of the acceptance of award of a franchise, Grantee shall furnish to the City and at all times during the existence of franchise shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy and in a form reasonably satisfactory to the City. Said policy shall include, but shall not be limited to, personal injury, broad-form property damage, blanket contractual, completed operations, underground hazard, explosion and collapse hazard, independent contractors, vaults, and products liability insurance. Said policy shall ensure Grantee, the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards or commissions of the City against liability for all matters embraced herein with minimum combined single liability limit of two million dollars (\$2,000,000).
4. **Workers' compensation insurance requirement.** Grantee will obtain and maintain workers' compensation insurance for all grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee, by acceptance of a franchise, thereby agrees it indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under a franchise and the commencement of any construction, system upgrade, reconstruction, or maintenance of a system. The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability, therefore.
5. **Auto liability requirement.** Grantee shall provide automobile liability insurance covering all grantee's owned, non-owned, and hired automobiles, trucks, and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than two million (\$2,000,000) combined single limit each occurrence. This insurance coverage shall be increased/decreased annually to reflect changes in the Consumer Price Index.
6. **Additional insureds.** The policies of insurance shall contain an additional insured clause providing that City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City shall be named as an additional insured under said policy. Each such policy required above shall provide that it is to be considered primary insurance in the event a demand is made on the City. Each policy required above shall contain a

- provision by the insurer to perform the covenant for defense set forth herein for the benefit of the additional insureds. This provision shall not apply to workers' compensation insurance.
7. **Cancellation of insurance.** Each of the above-listed policies of insurance shall contain a provision that a written notice of cancellation or reduction in coverage shall be delivered to the Mayor 30 days in advance of the effective date thereof. If such insurance is provided by a policy which also covers any other entity or person other than those above-named, then such policy shall contain the standard cross-liability enforcement. Grantee will not cancel or reduce said insurance coverage without the City having been given 30 days' prior written notice thereof by Grantee.
 8. **Certificate on file.** A certificate of insurance coverage shall be filed in the Finance office concurrently upon the acceptance of the award of this franchise and shall be updated annually if any changes to the policies occur. The grantee will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The grantee agrees to hold the City harmless from any liability, including additional premium due because of the grantee's failure to maintain the coverage limits required.
 9. **Waiver of subrogation.** Any insurance policies procured by grantee shall provide that the insurance carrier waives all rights of subrogation against the City, except as they relate to gross negligence or willful misconduct on the part of the City and except as related to workers' compensation insurance.
 10. **Liability to third parties.** Grantee shall be liable for the acts of its third parties (contractors and subcontractors) and ensure that before commencement of work regarding construction, operation, and maintenance of its cable system, any such third parties have provided insurance in compliance with this chapter.
 11. **Survival of obligation.** Grantee's covenants and obligations under this Article XXIII shall survive the expiration or any termination of a franchise agreement for a period of two years.

SECTION XXIV – SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Dated this 21st day of April, 2025

CITY OF DEADWOOD

BY: _____
David Ruth Jr., Mayor

ATTEST:

BY: _____
Jessica McKeown, Finance Officer

(SEAL)

First Reading: April 7, 2025
Second Reading: April 21, 2025
Published: April 24, 2025
Effective: May 14, 2025

Published once at the approximate cost of _____.

EXHIBIT A**CITY LOCATIONS**

Adams Museum, 54 Sherman Street;
Adam House, 22 Van Buren Street;
Broadway Parking Ramp, 630 Broadway Avenue;
Deadwood Parks Shop, 19 Seventy-Six Drive;
Deadwood City Hall, 102 Sherman Street;
Deadwood Public Library, 435 Williams Street;
Deadwood Fire Department, 73 Main Street;
Deadwood Welcome Center, 501 Main Street;
Days of '76 Museum, 18 Seventy-Six Drive;
Deadwood Recreation Center, 105 Sherman Street;
Deadwood Water & Street Department, 67 Dunlop Avenue;
HARCC, 150 Sherman Street; and
Trolley Barn, 62 Dunlap Avenue.

ADDENDUM TO THE ORDINANCE #1208

WHEREAS Midcontinent Communications (“Midco”) holds a communications franchise (“Franchise”) for the construction and operation of a communications system within the City of Deadwood, South Dakota (“Grantor”); and

WHEREAS, Grantor and Midco have mutually agreed to extend the term of the franchise by adopting this Ordinance Addendum (“Addendum”) and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEADWOOD, SOUTH DAKOTA:

1. Section XIII – Duration and Renewal of Ordinance shall state: The rights granted to the Grantee herein shall, except as provided in this Section terminate ten (10) years from the effective date of this Addendum to the Ordinance #1208. The remaining provisions will remain the same.
2. The Effective Date of this Amendment shall be June 29, 2025.
3. Section XV – Rate shall be amended to delete paragraph 1., the following shall be inserted:

Grantee shall at all times maintain a website a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.

4. Section XVI – Payment to the City, second initial paragraph shall be amended to state:

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to five percent (5%) of the annual total gross revenue of the cable system.

5. Section XVI – Payment to the City, paragraph 2. shall be deleted in its entirety.
6. Section XVII – Service to Schools, City and Fire Department shall be deleted in its entirety.
7. Section XX – Miscellaneous shall add paragraph 7, which shall state: Notice to Grantee shall be made to the following:

Midcontinent Communications
Attn: Regulatory
4020 Cayman Street
Sioux Falls, SD 57107

With copies to: Patrick McCann, VP of Legal and General Counsel
Midcontinent Communications
4020 Cayman Street
Sioux Falls, SD 57107
Email: patrick.mccann@midco.com

8. Except as expressly modified herein all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

Dated this 21st day of April, 2025.

City of Deadwood

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

BY: _____, Finance Officer

MIDCONTINENT COMMUNICATIONS

By: _____

Its: _____
Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent Communications

Date: _____

ORDINANCE NUMBER 1422
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2025

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2025:

FUND 0101 GENERAL FUND

Fire Equipment \$ 70,000.00

Source of Revenue: Truck Reserve

FUND 0610 PARKING & TRANSPORTATION FUND

Capital Land Aquisition \$779,000.00

Source of Revenue: Fund Cash Reserves

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: April 7, 2025
 Second Reading: April 21, 2025
 Published: April 24, 2025
 Adopted: April 24, 2025

**CITY OF DEADWOOD
ORDINANCE 1423**

ORDINANCE #1420 ADOPTING CHAPTER 6.16, BEEKEEPING

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

SECTION 1: **ADOPTION** “CHAPTER 6.16 BEEKEEPING” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

CHAPTER 6.16 BEEKEEPING(*Added*)

SECTION 2: **ADOPTION** “6.16.030 Scope And Purpose” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.030 Scope And Purpose(*Added*)

The City of Deadwood recognizes the unique role bees play in maintaining the growth of the wide variety of plant species present in the Deadwood community. To balance the interests of those persons who desire to keep bees with those who might find unregulated beekeeping activities and the unrestricted presence of bees offensive, the City now adopts this ordinance.

SECTION 3: **ADOPTION** “6.16.040 Definitions” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.040 Definitions(*Added*)

As used in this chapter:

"Apiary" means any place where one or more colonies of bees are kept.

"Bees" means any life stage of the common honeybee, *Apis mellifera* L, or any other species of bees which is allowed in South Dakota by SDCL Chapter 38-18.

"Hive" means any frame hive, box hive, box, barrel, log gum, skep or any other container or combinations of such containers which may be used as a domicile for bees, with a total size not to exceed 36 inches wide, 36 inches deep and 78 inches high.

"Beekeeper" means a person who engages in hobby beekeeping within the City.

"Beekeeping" means the activities associated with keeping, controlling, harboring, and/or maintaining one or more colonies of bees within city limits.

SECTION 4: ADOPTION “6.16.050 Compliance With All Applicable Laws” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.050 Compliance With All Applicable Laws(*Added*)

Beekeepers shall register each hive and apiary they own, possess or manage within the City as required by state law. Beekeepers shall comply with all applicable federal and state laws, including but not limited to those provisions found within SDCL Chapter 38-18, South Dakota Administrative Rules Article 12:41, and city ordinances, including any applicable zoning regulations.

SECTION 5: ADOPTION “6.16.060 Required Location Of Hives” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.060 Required Location Of Hives(*Added*)

- A. **PROXIMITY TO RESIDENCES.** No person shall establish or maintain any hive or keep any bees on the premises within 15 feet of any dwelling. This restriction does not apply to residences occupied by a beekeeper residing on the same tract, lot, or parcel where the hive is located.
- B. **HIVE PLACEMENT.** All hives shall be placed appropriately on the tract, lot, or parcel so as to inhibit access to the hive from adjacent properties and to prevent interference with the movements of people on adjacent property or in the public right-of-way. Hives shall not be placed within any setback applicable to the zoning district as found in Title 17. Hives shall not be placed within any drainage easement on the property. In addition, the front of the hive shall face away from the nearest property line, sidewalk, and/or right-of-way, whichever is closest. However, the "facing" requirement shall not be applicable if sufficient screen exists, as described in subsection C below, between

the hive and the closest property line, side walk or right-of-way.

- C. SCREENING. Hobby beekeepers are encouraged to use screening which meets or exceeds accepted industry standards between the hive and neighboring lots, sidewalks and/or rights-of-way, such as fences, hedges, walls or similar barriers to inhibit interference between bees and persons on adjacent sidewalks, rights-of-way and property. Such screens may require formal review for compliance with City Ordinances.

SECTION 6: **ADOPTION** “6.16.070 Apiary Management” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.070 Apiary Management(*Added*)

A beekeeper shall:

- A. Provide an adequate and convenient source of water at all times to the bees on the property on which the apiary is located, to prevent bees from congregating at other water sources where they may come into contact with humans and animals and the water shall be maintained so as not to become stagnant; and
- B. Maintain and manage such hives so as not to create a nuisance; and
- C. Ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

SECTION 7: **ADOPTION** “6.16.080 Colony Densities” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.080 Colony Densities(*Added*)

In addition to the location requirements set forth above, it shall be unlawful to keep more than one colony in a hive on any tract, lot, or parcel within the City. However, if the perimeter of the lot on which one or more hives are placed permits all hives to be located at least 100 feet from all property lines, the maximum number of hives which may be placed on that lot shall not exceed the number permitted by South Dakota Laws and Administrative Rules of the South Dakota Department of Agriculture. For each two colonies authorized above, there may be maintained upon the same tract one nucleus colony as required from time to time for

management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

SECTION 8: **ADOPTION** “6.16.090 Nuisance Prohibited” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.090 Nuisance Prohibited(*Added*)

Notwithstanding complete compliance with the requirements of this chapter, it shall be unlawful for any person to keep any colony or colonies in such a manner, or bees of such a disposition, as to cause any unhealthy condition, interfere with the normal use and enjoyment of private property by residents and domestic animals, interfere with the normal use and enjoyment of public property by persons within the community or which in any manner constitutes a nuisance to others. Public nuisances under this Section shall be subject to the abatement provision of Title 8 of City Ordinances, or may be abated in accordance with provisions in state law. If a colony is found to be a nuisance, the beekeeper must relocate or destroy all hives, at the beekeeper's expense, within a maximum of 30 days of receipt of written notice that a nuisance exists.

SECTION 9: **ADOPTION** “6.16.100 City Not Liable” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.100 City Not Liable(*Added*)

The City shall not be liable for any damages to bees, hives, colonies, or beekeeping operations resulting from the City's use of spray to kill pests or weeds, or other legal use of the same, on public rights-of-way, public property, city property or in other approved areas.

SECTION 10: **ADOPTION** “6.16.110 Liability” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.110 Liability(*Added*)

The owner of the property upon which the hive and/or colony is located and the owner of the bees on the property shall share equally in the responsibility to ensure the bees and hive are maintained in an acceptable manner.

SECTION 11: **ADOPTION** “6.16.120 Penalties” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.120 Penalties(*Added*)

- A. The violation of Chapter 6.16 shall be considered a Class II misdemeanor.
- B. If there is an immediate threat to public safety as a result of any violation of this chapter, the City shall have the authority to remove or re-locate the hive or colony which is the source of the threat. In addition where such a threat to public safety exists, the City may direct and require the beekeeper of said hive or colony to destroy and/or relocate said hive or colony at the beekeeper's expense. The term "threat to public safety" shall include but is not limited to a circumstance when there is a colony not residing in a hive structure intended for beekeeping; or a dangerous swarm of bees that poses an immediate risk to the safety of humans; or a colony residing in a man-made hive which is not properly registered by state law, licensed with the city or which, by virtue of its apparent condition, appears abandoned by a beekeeper.
- C. In order to obtain a license from the City to keep bees, the applicant must agree to indemnify and hold the City of Deadwood harmless for the destruction of bees and/or a bee hive if it is deemed to be a threat to public safety under this code of section.
- D. Any violation of this chapter may result in revocation of the beekeeper's city license after notice and an opportunity for a hearing before the city commission.

SECTION 12: **ADOPTION** “6.16.010 License Required” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.010 License Required(*Added*)

- A. No person may engage in beekeeping within the City of Deadwood without first having obtained from the city commission a license therefore.
- B. Any person desiring a license for beekeeping shall make a written application therefore to the city commission upon blank applications to be furnished by the Finance Office. The application shall contain the full name and address of the owner, the location of the hive or apiary, and acknowledgement of the conditions of this

chapter.

SECTION 13: **ADOPTION** “6.16.020 License Fee” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

6.16.020 License Fee(*Added*)

All fees related are listed in the city fee schedule, which is set and amended by resolution.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1424**

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** “17.32.030 Conditional Uses” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

17.32.030 Conditional Uses

The following uses, or any use which the planning commission considers comparable to another use which is directly listed under this section, may be permitted in the C1 commercial district under the provisions of Chapter 17.76, Conditional Uses.

- A. Adult education facility;
- B. Auto parking lots (commercial);
- C. Auto service station and garage;
- D. Bed and breakfast;
- E. Bus, train and airline terminals;
- F. Condominiums;
- G. Day care centers;
- H. Dry cleaning;
- I. Duplexes;
- J. Dwelling, single-family;
- K. Dwelling unit, multiple-family;
- L. Efficiency living unit;
- M. Electrical distribution lines - underground (k.v. or less);
- N. Equipment rental;
- O. Fire and police stations;
- P. Gas distribution lines;
- Q. Gas regulator stations;
- R. Gas transmission lines;
- S. Governmental offices;
- T. Home occupations;
- U. Laundry;
- V. Laundromat;
- W. Massage therapy office, city license required;
- X. Mortuaries;
- Y. Schools, vocational-technical;
- Z. Sewer collection lines;

- AA. Sewer lift stations;
- AB. Specialty Resort Establishment;
- AC. Tattoo business, state license required;
- AD. Telephone lines;
- AE. Television cables - only below ground;
- AF. Utility offices;
- AG. Vacation Home Establishment;
- AH. Valet parking;
- AI. Water pumping stations;
- AJ. Water storage tanks - above ground either wholly or partially; and
- AK. Water storage tanks - in ground.

(Ord. 952 (part), 1999; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 3.5.2, 1992)

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

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

David Ruth Jr., Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

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



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

Application No. _____

APPLICATION FOR CONDITIONAL USE PERMIT

Application Fee: \$500.00

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

Name of Proposed Development: 9 Shine

Street Location of Property: 9 Shine Street, Deadwood, SD 57732

Legal Description of Property: ORIGINAL TOWN DEADWOOD LOT 2B BLK 23 PLAY 2016-05672

Zoning Classification of Property: C1

Name of Property Owner: Emrick Real Estate Group LLC Telephone: XXX XX XX XX

Address: XX SD 57732
 Street City State Zip

Name of Applicant: XXXXXXXXXX Telephone: XXX XX XX XX

Address: XX SD 57732
 Street City State Zip

1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A written statement addressing the criteria for approval.

Uses of Building or Land: Short Term Rental

Signature of Applicant: [Signature] Date: 3/5/2025

Signature of Property Owner: [Signature] Date: 3/5/2025

Fee: \$ 500 Paid On 3/17/25 Receipt Number _____

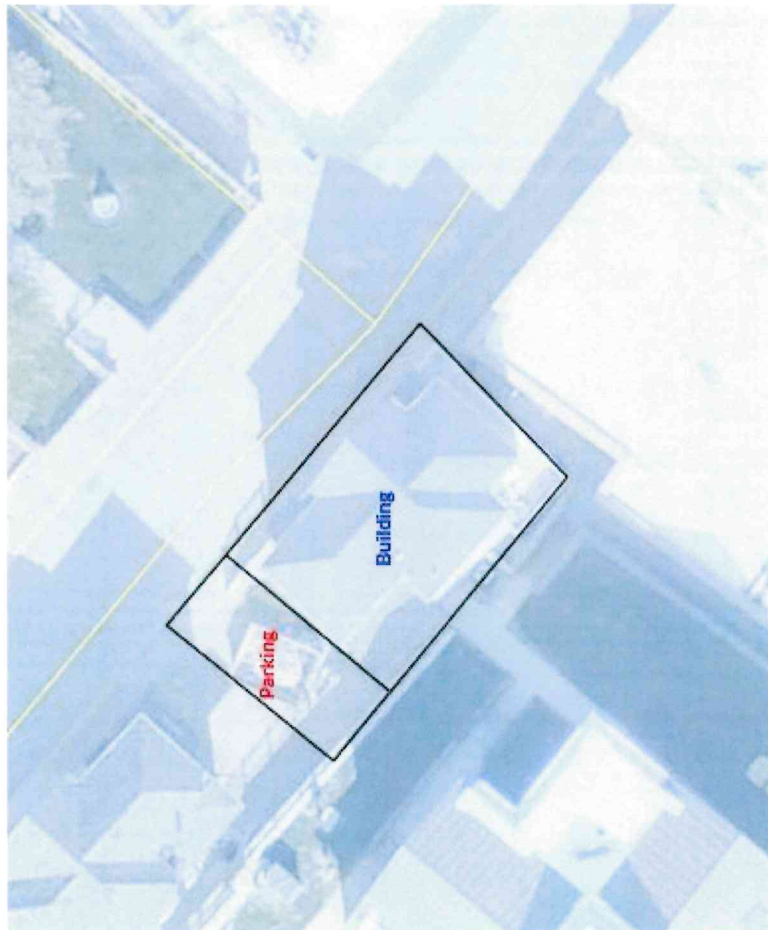
Legal Notice Published

Date: _____

Hearing Date: _____

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

Reason for Denial (if necessary): _____



Planning and Zoning Commission,

I have owned the property at 9 Shine Street since July 2021, and it has always operated as a Vacation Home Establishment. The property is currently undergoing an extensive remodel. I have already utilized the retaining wall program and am actively participating in other programs offered through Deadwood Historic Preservation. We anticipate reopening 9 Shine Street for business within the next few months.

Upon completion, the property will continue to function as a Vacation Home Establishment, featuring two bedrooms, 2.5 bathrooms, and accommodations for up to six guests. On-site parking will be available, with the newly constructed retaining wall allowing space for two medium-sized vehicles.

I am excited to complete this project and provide a high-quality lodging option for tourists visiting Deadwood. If you have any questions, please feel free to contact me by phone or email.

Thank you for your time and consideration.

Cody Emrick

XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXX

XXXXXXXXXXXX

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT

City of Deadwood
Planning and Zoning Commission
Deadwood, South Dakota 57732

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Board of Adjustment for a Conditional Use Permit for the operations for a single unit Vacation Home Establishment as allowed under Section 17.32.030 - Conditional Uses.

APPLICANTS: Emrick Real Estate Group

LEGAL DESCRIPTION: Lots 2B and 2D of Block 23, Original Town, City of Deadwood, Lawrence County, South Dakota.

ADDRESS: 9 Shine 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 Monday, April 21, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 5:00 p.m. or soon thereafter 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 Vacation Home Establishment 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 April 3, 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 \$ _____

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: April 21, 2025
To: Board of Adjustment
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Vacation Home Establishment

APPLICANT(S): Emrick Real Estate Group, LLC (Cody Emrick)

PURPOSE: Application for CUP – Vacation Home Establishment

ADDRESS: 9 Shine Street

LEGAL DESCRIPTION: Lots 2B and 2D of Block 23, Original Town, City of
Deadwood, Lawrence County, South Dakota

FILE STATUS: All legal obligations have been completed.

ZONE: C1 - Commercial

STAFF FINDINGS:

Surrounding Zoning:

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

Surrounding Land Uses:

Residences and Public Park
 Hotel
 Businesses
 Library

SUMMARY OF REQUEST

The applicant(s) have submitted a request for a Conditional Use Permit to operate a Vacation Home Establishment located at 9 Shine Street. Over the last 1.5 years, this home, located in the Historic Downtown Core, has undergone extensive remodeling in anticipation of its opening as a Vacation Home Establishment.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. The property has a history of being utilized as a Vacation Home, however, it has not been in operation during its remodel over the last 1.5 years +/- . To re-open this location as a Vacation Home Establishment, a Conditional Use Permit is required.
3. The subject property has access from Shine Street with off-street parking for two (2) vehicles.
4. The subject property is located within the Historic Downtown Core, and is surrounded by several different zoning districts, including C1 – Commercial, R1 – Residential and PU – Public Use.
5. The property is not located within a flood zone.
6. Adequate public facilities are available to serve the property.
7. The area is characterized by a mixture of business, residential and public uses.

STAFF DISCUSSION

The applicants have submitted a request for a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial zoning districts with an approved Conditional Use Permit. The subject property has operated as a Vacation Home Establishment in the past. According to their application, they have adequate off-street parking for two (2) vehicles, and a driveway providing ingress/egress via Shine Street.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law defines a Vacation Home Establishment as the following:

“Vacation Home Establishment” means:

Any home, cabin, or similar building 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 this Title. This term does not include a Bed and Breakfast Establishment.

1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.030.

In this instance the property is in a C1 – Commercial zoning district and does not violate city ordinance.

2. STR Type shall only be located in upper floors of commercial structures within the local historic district.

While this property is located within the local historic district, it was originally built as a house, and not as a commercial building within the downtown core. Therefore, having the entire building be utilized as a Vacation Home Establishment would not violate Ordinance 17.53.030.

3. No Vacation Home Establishment shall be located on a lot closer than two hundred (200) feet from any other lot occupied by a structure used as a Vacation Home Establishment unless located on the upper floors of a historic commercial structure within the local historic district boundaries.

Since this property is located within the local historic district, the two hundred (200) foot buffer requirement would not apply.

4. Existing Vacation Home Establishments operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized until conditions outlined in Chapter 17.76 take effect.

While this property was an existing Vacation Home Establishment prior to April 1, 2023, it has not remained in continuance use since that date, and therefore a Conditional Use Permit is required for the property to re-open as a Vacation Home Establishment.

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 10.10.B.
2. A sign was posted on the property for which the request was filed.
3. Notice of the time and place of the public hearing was published in the designated newspaper of the City of Deadwood.

GENERAL USE STANDARDS FOR 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 usage types. Preserving the existing stock of historic structures by working with owners and guiding the usage properties is an acceptable means of meeting the standards of the City Comprehensive Plan. Traffic and parking should not significantly affect the neighborhood. This area has a mixture of businesses, single and multi-family dwellings, as well as public spaces.

- 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. The proposed use will not have a negative impact on the historic downtown core.

- 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.

If the applicant only uses off street parking and prevents any public nuisance issues that are often associated with Vacation Home Establishments, the proposed use should not result in a substantial or undue adverse effect on adjacent properties. 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 non-conforming 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

Conditional Use Permit – Vacation Home Establishment

9 Shine Street

April 21, 2025

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 this section.

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 a permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke Conditional Use Permits, once granted, 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. 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.

Conditional Use Permit – Vacation Home Establishment

9 Shine Street

April 21, 2025

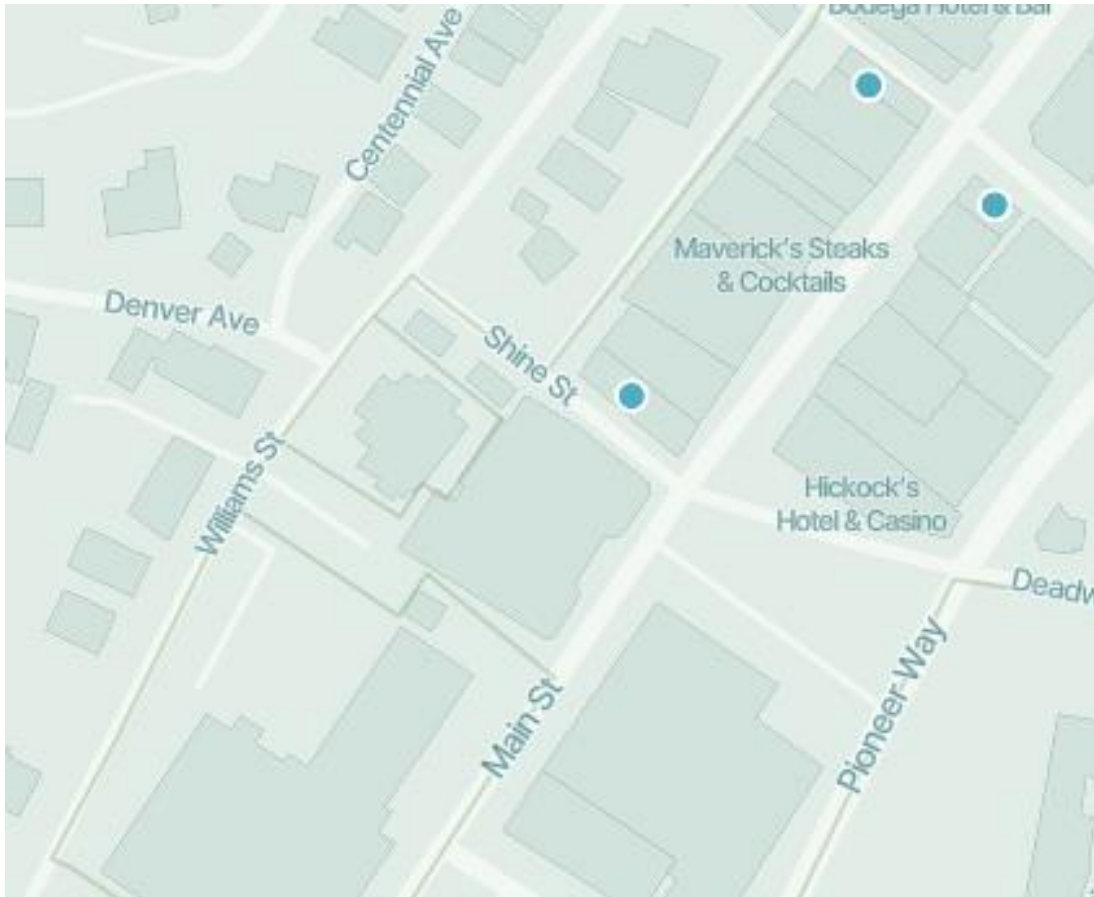
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further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

If approved, staff recommend for 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. Obtain and maintain a City of Deadwood Business License.
3. Obtain a Lodging License from the South Dakota Department of Health and provide a copy of said license to the Planning and Zoning Department for their files.
4. Obtain a sales tax number from the South Dakota Department of Revenue and provide a copy of paperwork showing verification of the sales tax number to the Planning and Zoning Office for their files.
5. Contact the City of Deadwood Finance Office to participate in Business Improvement District (BID) taxes.
6. Contact the City of Deadwood Finance Office to change City water service from residential to commercial.
7. Have the City of Deadwood Building Official inspect the building to ensure it meets applicable building codes.
8. All parking shall be off street.

ACTION REQUIRED:

1. Approval/Denial of Application for Conditional Use Permit by the Deadwood Board of Adjustment. (Approved with conditions by Planning and Zoning Commission April 2, 2025)



Map showing locations of nearby Short-Term Rentals to 9 Shine Street.



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: March 19, 2025
To: Deadwood Property Owner / Resident
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Conditional Use Permit for Vacation Home
Establishment

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 Vacation Home Establishment as allowed under Section 17.32.030 - Conditional Uses.

APPLICANT(S): Emrick Real Estate Group, LLC

LEGAL DESCRIPTION: Lots 2B and 2D of Block 23, Original Town, City of Deadwood, Lawrence County, South Dakota.

ADDRESS: 9 Shine 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, April 2, 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, April 21, 2025, at the same location.

NOTICE IS FURTHER GIVEN, that the proposed request for a Vacation Home Establishment 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.



Aerial photo showing 9 Shine Street, Deadwood, SD 57732.



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

PLANNING AND ZONING COMMISSION STAFF REPORT APPLICATION FOR PLAT

Date: April 21, 2025
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: City Commission
RE: Plat Application – Stage Run

APPLICANT: PSF LLC (Bill Pearson)

PURPOSE: Create new lot and dedicated Public Right of Way;
revise existing lots.

ADDRESS: Lot 27, Block 4 of Palisades Tract

LEGAL DESCRIPTION: Lot 27, Block 4 and dedicated public right of way of Palisades Tract of Deadwood Stage Run addition to the City of Deadwood and a portion of Tract B of Palisades Stone Placer, M.S. 696 all located in the SW $\frac{1}{4}$ of Section 14, the SE $\frac{1}{4}$ of Section 15, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

STAFF FINDINGS:

Surrounding Zoning:

North: R1 - Residential
South: R1 - Residential
East: R1 - Residential
West: R1 - Residential

Surrounding Land Uses:

Stage Run Development
Stage Run Development
Stage Run Development
Stage Run Development

SUMMARY OF REQUEST

The purpose of this plat is to extend the public right of way within the Stage Run Development and to create a new lot.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. Lot 27 will be comprised of 2.803 acres \pm . The Dedicated Public Right of Way will be comprised of 2.538 acres \pm . The combined acreage of both lots will be 5.341 acres \pm .
3. The property is not located within the floodplain.
4. Public facilities are not yet available to serve the property.
5. The area is currently characterized by residential structures within the Stage Run development.

STAFF DISCUSSION

The subject property is owned by PSF LLC.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Areas taken out of the mineral survey and remaining acreage is indicated on the plat.

If approved, staff recommends the following for stipulation(s) or condition(s) to reduce the potential liability of the City of Deadwood in approving the subdivision of a parcel for development where the street and associated infrastructure has not been completed.

1. No permits (building or otherwise) will be issued to any party for this parcel by the City until all street and associated infrastructure has been completed and accepted by the City of Deadwood per Chapter 16.08.010.
2. A bond shall be submitted to the City from the developer for the completion of the street and associated infrastructure equal to the cost of such to the parcel per Chapter 16.03.030.
3. The developer discloses these stipulations and/or conditions to any potential buyer.
4. The developer signs a legal document from the City of Deadwood acknowledging the stipulations and/or conditions set forth in any approval of this plat.
5. Upon completion of the above stipulations and/or conditions, the City will execute the necessary signatures for the plat to release for recording with the Lawrence County Register of Deeds.

ACTION REQUIRED:

1. Approval by City Commission (approved with above conditions by Planning and Zoning Commission April 16, 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

Section 10 Item f.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

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

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

Applicant: ~~XXXXXXXXXX~~ _____

Address: ~~XXXXXXXXXX~~ ~~DeadwoodXXXXXXXXXXSDXXXXXX57732~~ _____
Street City State Zip

Phone Number: ~~605-820-1240~~ Email Address: ~~mykuchen@cityofdeadwood.com~~ _____

Property Address: Deadwood Stage Run _____

Property Owner: PSF LLC _____

Property Owner Phone Number: ~~605-820-1240~~ _____

Full Legal Description of Property: Lot 27, Block 4 and dedicated Public R.O.W. _____

DEadwood Stage Run _____

Purpose of this Plat: New Lot and dedciated road _____

Summary of this Plat: Continuing Development of Deadwood /stage Run Property _____

1. The following documents shall be submitted:

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

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

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

Signature of Owner/Applicant: _____ Date: _____

Staff Use Only

Fee: \$ _____ Paid On _____ Receipt Number _____

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

Reason for Denial (if necessary): _____

CITY OF DEADWOOD
605-578-2600

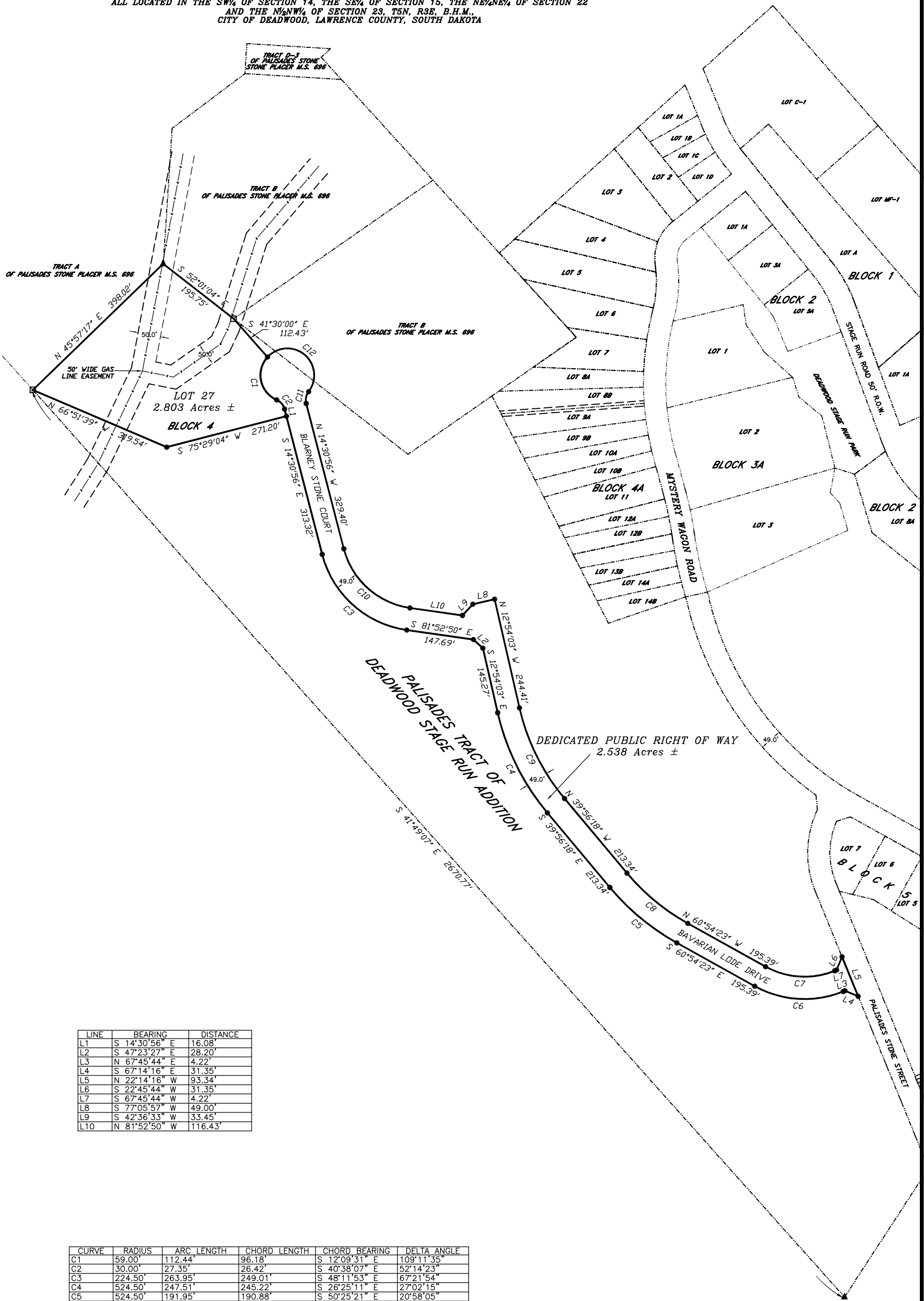
REC#: 00200314 4/07/2025 4:23 PM
OPER: FRONT TERM: 001
REF#: 1053

TRAN: 44.0000 PLAT FEE
PSF LLC - PLAT APP/STAGE RUN
101-3000-411
ZONING AND SUBDIVIS 200.00CR

TENDERED: 200.00 CHECK
APPLIED: 200.00-

CHANGE:
0.00

PLAT OF LOT 27, BLOCK 4 AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD AND A PORTION OF TRACT B OF PALISADES STONE PLACER, M.S. 696
ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼/NE¼ OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



LINE	BEARING	DISTANCE
L1	S 14°30'56" E	16.08'
L2	S 47°23'27" E	28.20'
L3	N 67°45'44" E	4.22'
L4	S 67°14'16" E	31.35'
L5	N 22°14'16" W	93.34'
L6	S 22°45'44" W	31.35'
L7	S 67°45'44" W	4.22'
L8	S 77°05'57" W	49.00'
L9	S 42°36'33" W	33.45'
L10	N 81°52'50" W	116.43'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	59.00'	112.44'	96.18'	S 12°09'31" E	109°11'35"
C2	30.00'	27.35'	26.42'	S 40°38'07" E	52°14'23"
C3	224.50'	263.95'	249.01'	S 48°11'53" E	67°21'54"
C4	524.50'	247.51'	245.22'	S 26°25'11" E	27°02'15"
C5	524.50'	191.95'	190.88'	S 50°25'21" E	20°58'05"
C6	224.50'	201.13'	194.47'	S 86°34'20" E	51°19'53"
C7	175.50'	157.23'	152.03'	N 86°34'20" W	51°19'53"
C8	475.50'	174.01'	173.05'	N 50°25'21" W	20°58'05"
C9	475.50'	224.38'	222.31'	N 26°25'11" W	27°02'15"
C10	175.50'	206.34'	194.66'	N 48°11'53" W	67°21'54"
C11	30.00'	27.35'	26.42'	N 11°36'15" E	52°14'23"
C12	59.00'	180.50'	117.90'	N 49°55'08" W	175°17'10"

- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)
- REBAR
- MAG NAIL



NOTES:

- OWNER/DEVELOPER
PSF LLC
PO BOX 631
DEADWOOD, SD 57732
- A 5' DRAINAGE & UTILITY EASEMENT IS HEREBY GRANTED
ALONG SIDE AND REAR LOT LINES AND 10' ALONG THE FRONT
LOT LINES UNLESS OTHERWISE AS SHOWN



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

Date: 3/18/2025
Drawn By: L. D. Vrem
Project No.: 25-55
Dwg. No.: 25-55.dwg

PLAT OF LOT 27, BLOCK 4 AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD AND A PORTION OF TRACT B OF PALISADES STONE PLACER, M.S. 696
ALL LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼NE¼ OF SECTION 22 AND THE N¼NW¼ OF SECTION 23, T5N, R3E, B.H.M.,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR’S CERTIFICATE

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

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

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I,_____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT____TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS____DAY OF_____,20_____.

LAWRENCE COUNTY TREASURER:_____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

HIGHWAY AUTHORITY:_____

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

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS____DAY OF_____,20_____.

CHAIRMAN ATTEST: _____
CITY PLANNER

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

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

DATED THIS____DAY OF_____,20_____.

ATTEST: _____
FINANCE OFFICER MAYOR

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

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

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION:_____

OWNER’S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE SUMMIT AT DEADWOOD STAGE RUN, LLC_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER:_____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____DAY OF_____,20____,BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED_____,
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES:_____NOTARY PUBLIC:_____

OWNER’S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

TWO BIT PROPERTIES, LLC_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER:_____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____DAY OF_____,20____,BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED_____,
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES:_____NOTARY PUBLIC:_____



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

Date:	3/18/2025
Drawn By:	L. D. Vrem
Project No.:	25-55
Dwg. No.:	25-55.dwg

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



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

MEMORANDUM

DATE: April 7, 2025
TO: Deadwood City Commission
FROM: Kevin Kuchenbecker, Historic Preservation Officer &
Planning and Zoning Administrator
RE: Surplus Property – Tract 1A

Permission to transfer property previously declared surplus for land legally described as Plat of Tract 1A of the Miller Street subdivision, formerly a portion of Tract 1 of the Miller Street subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW 1/4 of Section 23, TN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

The subject parcel has been determined by the City of Deadwood to be surplus property and will be sold to the owners of abutting real property, KR Deadwood Sherman Street 2020, LLC for the appraised value of \$250.00 plus legal fees of \$200.00 and recording fees of \$30.00 for a total of \$480.00. KR Deadwood has paid all fees.

The approximate area of Tract 1A is 46.12 +/- square feet.

RECOMMENDED ACTION:

Approve/Deny transfer of property previously declared surplus.

Invoice

City of Deadwood

102 Sherman St
Deadwood, SD 57732
(605) 578-2600



INVOICE DATE: March 13, 2025
DUE UPON RECEIPT

Bill TO

KR Deadwood Sherman Street 2020, LLC
C/O The Landmark Hotel & Casino
53 Sherman Street
Deadwood, SD 57732
Attn: Gerard Keating, Manager

FOR: Transfer of Surplus Property –
Tract 1A of the Miller Street Subdivision
Deadwood, SD

[illegible]

Thank you for your business!

Prepared by:
 Quentin L. Riggins
 GUNDERSON, PALMER,
 NELSON & ASHMORE, LLP
 P. O. Box 8045
 Rapid City, SD 57709-8045
 (605) 342-1078

QUITCLAIM DEED

The City of Deadwood, a South Dakota municipality, *Grantor*, of 102 Sherman Street, Deadwood, South Dakota 57732 for and in consideration of One Dollar and Other Good and Valuable Consideration, ***CONVEYS AND QUITCLAIMS TO*** **KR Deadwood Sherman Street 2020, LLC, *Grantee***, of 53 Sherman Street, Deadwood, SD 57732, all of its right, title and interest in and to the following described real estate in the County of Lawrence in the State of South Dakota, to-wit:

Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW ¼ of Section 23, T.5.N., R.3E., B.H.M., City of Deadwood, Lawrence County, South Dakota according to Plat Document #2024-4330.

Together with any and all improvements thereon, subject to easements, rights-of-way, restrictions and covenants of record.

Dated this _____ day of _____, 2025.

CITY OF DEADWOOD

By: David R. Ruth, Jr., Mayor, Grantor

ATTEST:

By: Jessica McKeown, Finance Officer

State of South Dakota)
County of Lawrence) ss.

On this the _____ day of _____, 2025, before me, the undersigned officer, personally appeared **David R. Ruth, Jr.**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public
My Commission Expires: _____

Form: PT 56

CERTIFICATE OF REAL ESTATE VALUE
SDCL 7-9-7 ARSD 64:04:01:06.01

COURTHOUSE USE ONLY	
BOOK PAGE	RATIO CARD

Certificate of Real Estate Value form must be filed with any deed or contract for deed dated after July 1, 1988 used in the purchase, exchange, transfer or assignment of interest in real property.

- This form is required for all deeds (warranty deed, quit claim deed, grantor's deed, sheriff's deed, trustee's deed, mineral deed and similar instruments). It is also required for a contract for deed, a memorandum of a contract for deed, addenda to contract for deed, and notice of contract for deed. **NOT NEEDED FOR:** Divorce Decree, Probate Decree, Easement, Transfer on Death Deed, or instruments to the State of South Dakota conveying highway right-of-way (SDCL 7-9-7.3)
- The buyer/grantee must use a mailing address. It will be used for tax notices.**
- The box labeled Owner Occupied is important!** – Applies to sales, gifts, estate distributions, and any other transfer to a person (the grantee) who will occupy the property as a principal residence. It will allow the grantee, if eligible, to maintain the classification of owner-occupied on the property and receive the lower property tax rate for the property. If the box is completed, **it must be completed by and contain the grantee signature only.** In the event of multiple grantees, only one grantee should sign. This box cannot be signed by an agent of the grantee.

APPLICANT INFORMATION *Designates required fields

SELLER(S)/GRANTOR(S)* City of Deadwood		PHONE NUMBER* (605) 578-2082	EMAIL kevin@cityofdeadwood.com
MAILING ADDRESS* 102 Sherman Street	CITY* Deadwood	STATE* SD	ZIP CODE* 57732
BUYER(S)/GRANTEE(S)* KR Deadwood Sherman Street 2020, LLC		PHONE NUMBER* (402) 925-5113	EMAIL gerard@keatingresources.com
MAILING ADDRESS* 53 Sherman Street	CITY* Deadwood	STATE* SD	ZIP CODE* 57732
NEW MAILING ADDRESS (if changed)	CITY	STATE	ZIP CODE
LEGAL DESCRIPTION* (copy description from document you are recording or attach an exhibit with the legal description) Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW ¼ of Section 23, T.5.N., R.3E., B.H.M., City of Deadwood, Lawrence County, South Dakota according to Plat Document #2024-4330.			

INSTRUMENT INFORMATION (document being recorded) *This section is required in full

DATE OF INSTRUMENT	CONTRACT FOR DEED <input type="checkbox"/>	QUIT CLAIM DEED <input checked="" type="checkbox"/>	EXECUTOR'S DEED <input type="checkbox"/>
TYPE OF INSTRUMENT:	WARRANTY DEED <input type="checkbox"/>	MINERAL DEED <input type="checkbox"/>	TRUSTEE'S DEED <input type="checkbox"/>
DATE	OTHER <input type="checkbox"/> SPECIFY: _____		
DOES THE INSTRUMENT CHANGE WHO IS RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			

<ul style="list-style-type: none"> • WAS THIS PROPERTY OFFERED FOR SALE TO THE GENERAL PUBLIC? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> • RELATIONSHIP BETWEEN GRANTEE AND GRANTOR NO <input type="checkbox"/> YES <input type="checkbox"/> STATE RELATIONSHIP: _____ 	<ul style="list-style-type: none"> • ACTUAL CONSIDERATION EXCHANGED: \$ _____ • ADJUSTED PRICE PAID FOR REAL ESTATE \$ _____
<ul style="list-style-type: none"> • WAS THIS PROPERTY SOLD BY: OWNER <input checked="" type="checkbox"/> AGENT <input type="checkbox"/> (actual consideration less amount paid for major items of personal property as listed below) 	
List any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): _____	
IF TRANSACTION WAS A SALE, WAS THE SELLER PAID IN FULL BY OR AT THE TIME OF THE SALE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<ul style="list-style-type: none"> • IF NO, HOW WILL THE SELLER BE PAID THE UNPAID BALANCE? _____ DOWN PAYMENT: \$ _____ 	
INTEREST RATE: _____%	PAYMENT FREQUENCY MONTHLY <input type="checkbox"/> YEARLY <input type="checkbox"/>
NO. OF PAYMENTS: _____	BALLOON PAYMENT (if any): \$ _____

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO SIGN AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE (Seller, Buyer, or Agent)*	TITLE Grantor	DATE* April 21, 2025
--------------------------------------	-------------------------	--------------------------------

OWNER-OCCUPIED (this box to be completed by one Grantee only)

PROPERTY IS CURRENTLY CLASSIFIED AS OWNER-OCCUPIED YES <input type="checkbox"/> NO <input type="checkbox"/>	COUNTY: _____
I WILL OCCUPY THIS PROPERTY ON _____ DATE	These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.
PROPERTY WILL BE MY PRINCIPLE RESIDENCE ON THE ABOVE STATED DATE YES <input type="checkbox"/> NO <input type="checkbox"/>	
I OWN ANOTHER RESIDENTIAL PROPERTY IN THE UNITED STATES YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES- _____ CITY _____ STATE _____	
GRANTEE SIGNATURE	DATE

DIRECTOR OF EQUALIZATION OFFICE USE ONLY FOR OWNER OCCUPIED SECTION

GRANTEE OF PROPERTY NAME: _____

THE REQUEST FOR PROPERTY TO BE CLASSIFIED AS OWNER OCCUPIED IS:
☐ APPROVED ☐ DENIED ☐ ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

REASON FOR DENIAL

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE

DATE

Prepared by:

Quentin L. Riggins

GUNDERSON, PALMER,
NELSON & ASHMORE, LLP
P.O. Box 8045
Rapid City, SD 57709
Tel. 605-342-1078

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

AFFIDAVIT OF POSSESSION

City of Deadwood of 102 Sherman Street, Deadwood, South Dakota, duly sworn, state as follows:

1. City of Deadwood is the record title holder, and on the date hereof in possession of the following described property, and that they and their immediate and remote grantors and predecessors in interest have been in continuous and open possession of the following described property for more than three years, to the exclusion of all others:

Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW ¼ of Section 23, T.5.N., R.3.E., B.H.M., City of Deadwood, Lawrence County, South Dakota according to Plat Document #2024-4330.

2. The record title holders and the immediate and remote grantors and predecessors in interest have an unbroken chain of title to the above property.
3. This affidavit is executed pursuant to the requirements of SDCL Chapter 43-30, and no notice of adverse claim against the above-described property has been filed as provided by SDCL Chapter 43-30

Dated this _____ day of _____, 2025.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor, Grantor

ATTEST:

By: _____
Jessica McKeown, Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2025, before me, the undersigned officer, personally appeared **David R. Ruth, Jr.**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____



South Dakota
Department of
Transportation

**Open House/Public Meeting for
Project to Reconstruct U.S. Highway 85
With Road Closed During Construction
(From Lead to Pluma)**

Public is encouraged to attend.

Public Meeting Information

Date: Thursday, April 24, 2025

Time: 5:30 to 6:30 p.m. Mountain Time

Place: Deadwood City Hall
102 Sherman Street
Deadwood, SD 57732



https://dot.sd.gov/projects-studies/projects/public-meetings#listItemLink_2080

Members of the public may submit questions or comments about the project by completing an online form or by calling 605-773-5409 and providing verbal comments.

Individuals needing assistance, pursuant to the Americans with Disabilities Act (ADA), should contact the SDDOT ADA Coordinator (605-773-3540) two business days prior to the meeting in order to ensure accommodations are available. For any in-person meeting, notice is further given to individuals with disabilities that the meeting is being held in a physically accessible location.

PROJECT LIMITS



CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 4/11/25

Organization: DEADWOOD VOL. FIRE DEPT.

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

<input type="checkbox"/> Chartered veterans' organization <input type="checkbox"/> Charitable organization <input type="checkbox"/> Fraternal organization <input type="checkbox"/> Political party <input type="checkbox"/> Political action committee or any committee on behalf of any candidate for political office	<input type="checkbox"/> Religious organization <input type="checkbox"/> Educational organization <input type="checkbox"/> Local civic or service club <input checked="" type="checkbox"/> Volunteer fire department
--	---

Contact Information:

Name: JOEL ELLIS

Address: 644 MAIN ST. DEADWOOD

Phone #: 619-261-6466

Email: FIRECHIEF@CITYOFDEADWOOD.COM

501 (c) 3- Non Profit: Yes ☐ No ☒

Dates of Ticket Sales: 5/1/25

Date of Raffle Drawing: 5/2/26

Value of Raffle Prize: \$50,000

Proceeds will benefit: DVFD RESTORATION OF 1947 DODGE FIRE TRUCK

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: April 10, 2025

Organization: Lead Deadwood Lions

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

<input type="checkbox"/> Chartered veterans' organization	<input type="checkbox"/> Religious organization
<input type="checkbox"/> Charitable organization	<input type="checkbox"/> Educational organization
<input type="checkbox"/> Fraternal organization	<input checked="" type="checkbox"/> Local civic or service club
<input type="checkbox"/> Political party	<input type="checkbox"/> Volunteer fire department
<input type="checkbox"/> Political action committee or any committee on behalf of any candidate for political office	

Contact Information:

Name: Sharon Martinisko
 Address: 53 Taylor St, Dwd
 Phone #: 605-578-6233
 Email: ramnorahs@yahoo.com

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: May 1st - Sept 1st 2025

Date of Raffle Drawing: 9/1/2025

Value of Raffle Prize: \$650

Proceeds will benefit: community needs

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____