# **City Commission Regular Meeting Agenda**



Monday, December 15, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

# 1. Call to Order and Pledge of Allegiance

#### 2. Roll Call

# 3. **Approve Minutes**

<u>a.</u> Approval of December 1, 2025 City Commission Minutes and December 4, 2025 Special City Commission Minutes.

# 4. Approve Bills

a. Approval of Bill List for December 15, 2025.

# 5. **Items from Citizens on Agenda**

a. Years of Service Employee Recognition for 2025:

Rhonda McGrath- 10 years (October 5th, 2015) Devon Schumacher- 5 years (July 1st, 2020) Matt Johnson- 5 years (November 16th, 2020)

# 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 remove Trolley Driver Lori Bentz from payroll effective December 19, 2025.
- b. Permission to remove seasonal Parks Technician Greg Nelson from payroll effective November 30, 2025.
- c. Permission to accept resignation from lifeguard II Tyler Martin effective December 31,2025.
- d. Permission to remove Jade Rodiack from fire department for workman's comp purposes effective December 6, 2025.
- e. Permission to advertise in-house for 5 days and then outside sources if needed, for full-time Rec Center Lifeguard II position at \$19.00 per-hour.

- f. Permission to move January 20, 2026 City Commission meeting from 5:00 pm to 12:00 pm to accommodate travel to SD Tourism Conference.
- g. Permission to renew Hunny Bunnies, LLC, Deadwood Outfitters and Tipsy Buffalo Bar Wine License for 2026, pending payment of Business Improvement District and property taxes.
- h. Acknowledge issuance, upon final renewal, of 2026 City of Deadwood Medical Cannabis Dispensary license to Deadwood Growhouse dba Trails Head Cannabis Company at 32 Charles St.
- i. Resolution 2025-31 Declare Surplus Property.
- j. Permission to pay 2026 Parking Lease with First Baptist Church in the amount of \$3,600.00.
- k. Permission to hire Weather Tite Exteriors, LLC to repair 85 Charles Street Roof for an amount not to exceed \$15,394.36. (To be paid by Capital Assets line item.)
- <u>I.</u> Permission to grant request from Deadwood Alive for \$5,000.00 to assist with required repairs to the Stage Coach for the 2026 season. (To be paid by HP Public Ed line item.)
- m. Approve Special Alcohol License for Cadillac Jacks to serve alcohol at Event Complex from 10:00 a.m. to 7:00 p.m. Sunday, May 24, 2026 for Back When They Bucked Event.
- n. Approve Special Alcohol License for Cadillac Jacks to serve alcohol at Event Complex from 4:00 p.m. to 10:00 p.m. Saturday, June 27, 2026 for Motosports Showdown.

#### 7. **Bid Items**

# 8. **Public Hearings**

- a. Hold public hearing for New Year's Eve Ball Drop Event: Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2025 to 12:10 a.m. on January 1, 2026 for the New Year's Eve Ball Drop at the Franklin Hotel.
- b. Hold public hearing for K-9 Keg Pull event: open container in zones 1 and 2 on Saturday, January 24 from noon to 10:00 p.m.; Main Street closure from Deadwood Street to Pine Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 25, 2026.
- C. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 13 from 5:00 p.m. to 10:00 p.m. and Saturday, February 14 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends and waiver of banner fees for sponsors on Saturday, February 14, 2026.
- d. Hold public hearing for Back When They Bucked Event: open container from 10:00 a.m. to 7:00 p.m. on Sunday, May 24; and waiver of user fees in lieu of surcharge on Friday, May 22 through Tuesday, May 26, 2026 at Event Complex.

- e. Hold public hearing for All In Motosports Showdown: open container from 4:00 p.m. to 10:00 p.m. on Saturday, June 27; and waiver of user fees in lieu of surcharge on Tuesday, June 23 through Sunday, June 28, 2026 at the Event Complex.
- f. Hold public hearing for 3 Wheeler Rally Event: parking on Main Street from Wall Street to Deadwood Street, northwest side only from 9:00 a.m. to 11:00 a.m. on Monday, July 13; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Wednesday, July 15 from 8:30 p.m. until parade ends; open container Saturday, July 11 through Wednesday, July 15 from 11:00 a.m. to 10:00 p.m. each day at Event Complex and use of Event Complex Friday, July 10 through Thursday, July 16, 2026.
- g. Hold public hearing for Mustang Rally Event: street closure on Main Street from Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m., use of Sherman St. Lot from 6:00 a.m. to 4:00 p.m. and Main Street Parking from Wild Bill Bar to Nugget Saloon from 1:00 p.m. to 4:00 p.m. on Thursday, September 3, 2026.
- h. Set public hearing on January 5, 2026 for Retail (on-off sale) Wine License for Hunny Bunnies LLC dba Gunslingers Saloon at 669 Main Street.
- Set public hearing on January 5 for closure of Lee Street (Main to Broadway) from April 15, 2026 to October 15, 2026 for use as a public gathering space due to Gold Street occupied by Deadwood Alive, Inc. for the production of the Trial of Jack McCall for the 2026 Season (Recommendation from the December 11, 2025 Parking & Transportation Committee.)
- j. Set public hearing on January 5 for closure of Gold Street from April 15, 2026 to October 15, 2026 for use by Deadwood Alive, Inc. for the production of the Trial of Jack McCall for the 2026 Season. (Deadwood Alive is contracted with Deadwood Historic Preservation Commission to produce play each season)(Recommendation from the December 11, 2025 Parking & Transportation Committee.)

#### 9. **Old Business**

#### 10. New Business

- <u>a.</u> Second Reading of Ordinance #1439 Amending Chapter 15.01.060 Buildings and Construction Fee Schedule.
- <u>b.</u> Second Reading of Ordinance #1440 Amending Chapter 3.20 Occupancy Tax, Bid 9.
- c. Second Reading of Ordinance #1441 Budget Supplement # 7 for 2025.
- <u>d.</u> Resolution 2025-30 Amend 2026 Fee Resolution for Building Permits and Rec Center.
- e. Permission to continue the delayed enforcement of Ordinance 15.32.130 (T) until March 1, 2026 due to anticipated amendments through Mayor appointed task force to address portable, freestanding signs.
- f. Permission for the Mayor to sign the 2026 Rasmussen Mechanical HVAC Maintenance Contract in the amount of \$67,665.00. (To be paid by Public Buildings Professional Services line item.)

- g. Act as Board of Adjustment and approve/deny Application for Conditional Use Permit 388 Main Street Vacation Home Establishment (Optima LLC) legally described as The North 1/2 of Lot 13 and all of Lot 14 in Block 3, Fountain City Addition to the City of Deadwood. (Approved by Planning and Zoning Commission November 19, 2025 with nine (9) conditions.)
- h. Act as Board of Adjustment and approve/deny Application for Conditional Use Permit - 308 Main Street - Vacation Home Establishment (Optima LLC) legally described as Lot 1A, 2, 3 and the North 17 feet of Lot 4, Block A of the Noble's Addition to the City of Deadwood, NE 1/4 of Section 23, T5N, R3E, B.H.M., Lawrence County, South Dakota. (Approved by Planning and Zoning Commission November 19, 2025.with nine (9) conditions.)
- i. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Bed and Breakfast Establishment – 54 Taylor Avenue (Debra Kahler), legally described as Lot A, Lot D, and Lot E of the subdivision of Lots 67 and 68, the southerly part of Lot 66 Block 35, and parts of Lots 28 through 36, Block 35, of the City of Deadwood, South Dakota, according to Plat Book 3 page 79-90, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission December 3, 2025 with nine (9) conditions.)
- j. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Vacation Home Establishment 606.5 Main Street (The Nugget) legally described as Lot 24, in Block 15 of the Original Townsite of the City of Deadwood, Lawrence County, south Dakota, according to P.L. Rogers Map except a portion of land along the southerly side of Lot 24, Block 15 being 8 inches in width fronting on Main and back of even width of 100' as set forth in deed and recorded in Book 162 Page 243. (Approved by Planning and Zoning Commission December 3, 2025 with seven (7) conditions).
- k. Act as Board of Adjustment and approve/deny Application for Plat Booster Station Lot - Stage Run Addition (PSF LLC) legally described as Booster Station Lot, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood 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 by Planning and Zoning Commission December 3, 2025)

#### 11. Informational Items and Items from Citizens

- <u>a.</u> Free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 26 thru Friday, December 26, 2025. Revenue received from holiday parking will be dispersed to local non-profit organizations. Information on how to apply will be posted in future meetings and on social media.
- <u>b.</u> Holiday Swimsuit Bash December 29, 2025 from noon to 2:00 p.m. at the Rec Center. Free swimming and Octavia's Promise will provide free swimsuits (if needed) for all kids K-5th.
- c. Mayor's State of the City Address set for January 12, 2026 at 5:00 pm at the Days of '76 Museum.

- d. January 20, 2026 (Tuesday) City Commission meeting will be held at 12:00 p.m. to accommodate travel to SD Tourism Conference.
- <u>e.</u> Tentative Schedule of Activities for Deadwood's Sesquicentennial Celebration and America 250

#### 12. Executive Session

a. Executive Session for Personnel Matters per SDCL1-25-2(1) w/possible action. Executive Session for Legal Matters per SDCL1-25-2(3) w/possible action. Executive Session for Contractual negotiations per SDCL 1-25-2(4) w/possible action.

# 13. Adjournment

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

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

YjVTNUtZQT09

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

The Regular Session of the Deadwood City Commission convened on Monday, December 1, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Blake Joseph and Sharon Martinisko. All motions passed unanimously unless otherwise stated.

# APPROVAL OF MINUTES

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

NOVEMBER 2025 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$25,426.80; PUBLIC BUILDINGS, \$5,207.37; POLICE, \$91,068.17; FIRE, \$5,551.16; BUILDING INSPECTION, \$5,493.17; STREETS, \$35,776.02; PARKS, \$31,785.77; PLANNING & ZONING, \$4,082.10; LIBRARY, \$9,652.80; RECREATION CENTER, \$24,212.50; HISTORIC PRESERVATION, \$23,661.83; WATER, \$9,685.98; MT. MORIAH, \$1,190.91; PARKING METER, \$17,810.97; TROLLEY, \$15,712.44; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$313,426.27.** 

# NOVEMBER 2025 PAYROLL PAYMENTS:

Internal Revenue Service, \$74,127.62; S.D. Retirement System, \$37,639.24; Principal Dental, \$3,622.57.

#### **APROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the December 2, 2025 disbursements as amended. Roll Call: Aye-All. Motion carried.

A C D DUGINDAG GOLUMIONG	COMEDIAGE	400 65
A & B BUSINESS SOLUTIONS ACE HARDWARE	CONTRACT SUPPLIES	499.65
ACE HARDWARE ADAMS MUSEUM & HOUSE	SERVICE	115.97 95,000.00
ALBERTSON ENGINEERING	PROJECT	5,033.36
ALPINE IMPRESSIONS	SUPPLIES	138.00
AMAZON CAPITAL	SUPPLIES	1,789.30
ARROWHEAD FORENSICS	SUPPLIES	164.04
ATLAS EXTERIORS	PAY APP #1	101,640.00
BH CHEMICAL	SUPPLIES	1,965.85
BH MOBILITY	SERVICE	911.00
BH PIONEER	SERVICE	973.63
BH SECURITY	SERVICE	329.54
BH WINDOW CLEANING	SERVICE	1,030.00
BLUE-JONES, LEAH	REIMBURSEMENT	28.00
BOEN, RENEE	PROJECT	1,000.00
BOMGAARS	SUPPLIES	216.64
BROWN, PATRICIA	SERVICE	4,160.00
BUTLER MACHINERY	SERVICE	1,132.32
BUTTE COUNTY EQUIPMENT	SERVICE	1,666.26
CED SPEARFISH	SUPPLIES	88.34
CENTURY BUSINESS PRODUCTS	CONTRACT	278.86
DEADWOOD ALIVE	NOVEMBER	4,000.00
DEADWOOD CHAMBER	BILL LIST	25,000.00
DEADWOOD CHAMBER - OUTLAW	BID #9	40,000.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	SERVICE	3,304.17
DERKSEN FLOORS	PROJECT	4,500.00
ECOLAB	SERVICE	106.67
EKLUND, GARRETT	REIMBURSEMENT	8.40
FIRST INTERSTATE BANK	TIF #10	37,290.58
FLOYD'S TRUCK CENTER	SUPPLIES	33.12
HAWKINS	SUPPLIES	1,243.41
JACOBS WELDING	SERVICE	79.00
JERRY GREER'S AUTO SHOP	SERVICE	73.00
KIESLER POLICE SUPPLY	SUPPLIES	748.00
KNECHT	SUPPLIES	166.85
LAWRENCE CO. REGISTER	SERVICE	60.00
LIBERTY NATIONAL BANK	TIF #9	468.84
LIVENGOOD BLUES LYNN'S	PROJECT SUPPLIES	8,800.00 40.09
MCLEODS	SUPPLIES	18.79
MILE UP MARKETING SOLUTION	BID #8	371.70
MDU	SERVICE	11,038.63
NELSON, CASEY	REIMBURSEMENT	28.00
NELSON, ERIC	REIMBURSEMENT	28.00
ONSITE FIRST AID	SUPPLIES	623.54
OTIS ELEVATOR	MAINTENANCE	888.15
PACTOLA	TIF #11	60,809.81
QUADIENT LEASING USA	LEASE PAYMENT	245.46
OUIK SIGNS	SERVICE	728.36
RAMKOTA HOTEL	LODGING	610.00
S AND C CLEANERS	SERVICE	8,616.00
SD FIRE CHIEF'S ASSOCIATION	REGISTRATION	900.00
SD HOUSING DEVELOPMENT	TIF #13	38,317.65
SD WATER & WASTEWATER	RENEWAL	30.00
SOUTHSIDE SERVICE	SERVICE	1,100.00

STALDER, LORNIE STUEN CONSTRUCTION SUNSHINE TOWING TOURISM COALITION OF SOUTH TREE WISE MEN ULINE UNDERGROUND CONSTRUCTION UNIVERSITY OF SOUTH DAKOTA USA BLUEBOOK VERIZON WIRELESS VIEHAUSER ENTERPRISES	REIMBURSEMENT PROJECT SERVICE MEMBERSHIP PROJECT SUPPLIES PAYAPP #5 SERVICE SUPPLIES SERVICE SUPPLIES SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE	28.00 520.00 130.00 110.00 18,600.00 167.10 196,825.74 42.50 847.21 701.07 490.00
VERIZON WIRELESS	SERVICE	701.07
WATERS HARDWARE WEILER, OLIVIA WESTERN DAKOTA TECH WILLIAMS, ANDREW	GRANTS REIMBURSEMENT SERVICE REIMBURSEMENT	52.99 104.50 800.00 28.00
·		

Total \$702,266.64

#### **CONSENT**

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

- A. Permission to hire Brandy Lechner as part-time Fire Administrative Assistant at \$16.00 per hour effective December 3, 2025, pending pre-employment screening.
- B. Permission to increase wage of Water Operator Olivia Weiler to \$23.00 per hour effective November 23, 2025 due to CDL and Water certifications.
- C. Permission to advertise in house for 5 days and with outside sources for Water and Wastewater Maintenance Operator at \$19.00 to \$23.00 per hour depending on experience, qualifications and education.
- D. Permission to accept resignation of Alison Ball from the Library Board effective December 31, 2025.
- E. Permission to re-appoint Sue DeGooyer to Library Board with term January 1, 2026 thru December 31, 2028.
- F. Permission to re-appoint Bev Posey to Library Board with term January 1, 2026 thru December 31, 2027.
- G. Permission for Mayor to sign 2026 Combined Voting Agreement.
- H. Permission to renew agreement for one year with South Dakota Commission on Gaming for office space at History and Info Center at an annual cost of \$4,800.00.
- I. Permission for Mayor to sign five-year copier lease (finance dept) with Century Business Products in the amount of \$120.33 per month. (To be paid by Public Buildings professional services line item.)
- J. Permission for the Mayor to sign temporary construction easement with Jensmook, LLC for fence beautification project.
- K. Permission for the Mayor to sign temporary construction easement with Twin City Fruit, LLC for fence beautification project.
- L. Permission for the Mayor to sign temporary construction easement with DBUH, LLC for fence beautification project.
- M. Permission to purchase four desktop computers from Golden West Technology in the amount not to exceed \$6,500.00 to replace computers within rotation. (To be paid by IT Equipment line item.)
- N. Permission to purchase 8 foot dump box and cab guard from Paris Supply in an amount not to exceed \$5,289.85. (To be paid by Parks repair line item.)
- O. Permission to purchase lockers for the men's and women's locker rooms at the Rec Center from Lockers.com. Total purchase price is \$21,490.00. Permission to purchase up to \$15,000 was previously approved by the Commission on August 18, 2025, from the Public Buildings budget. (To be paid by the Public Buildings Improvements Budget)
- P. Permission to increase amount of duty weapon purchase from Kiesler Supply by \$2,110.00 bringing total to \$11,160.00 due to equipment availability. (To be paid by Police Equipment line item.)
- Q. Permission to increase Historic Preservation costs from \$2,700.00 to \$2,829.17 to cover half of the printing costs of the 2026 Calendar. (To be paid by HP Public Education line item.)
- R. Permission to pay Stretch's Glass in the amount not to exceed \$4,340.00 for removal of the glass from bell tower in Adams Museum for the chimes project. (To be paid from HP Capital Assets)
- S. Allow use of public property for Winters Fat Classic on Saturday, February 14, 2026.

#### **PUBLIC HEARINGS**

#### Set

Martinisko moved, Johnson seconded to set public hearing on December 15 for New Year's Eve Ball Drop. Roll Call: Aye-All. Motion carried.

Johnson moved, Eagleson seconded to set public hearing on December 15 for K-9 Keg Pull Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on December 15 for Mardi Gras Event. Roll Call: Aye-All. Motion carried.

Eagleson moved, Martinisko seconded to set public hearing on December 15 for Back When They Bucked Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to set public hearing on December 15 for All in Motosports Showdown. Roll Call: Aye-All. Motion carried.

Martinisko moved, Joseph seconded to set public hearing on December 15 for 3 Wheeler Rally Event. Roll Call: Aye-All. Motion carried.

Johnson moved, Martinisko seconded to set public hearing on December 15 for Mustang Rally Event. Roll Call: Aye-All. Motion carried.

#### **NEW BUSINESS**

# Second Reading

Parking and Transportation Director Lux stated no changes between first and second readings. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1437 adopting Section 10.12.048 Unattached Trailers. Roll Call: Aye-All. Motion carried.

# First Reading

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the ordinance. Joseph moved, Martinisko seconded to approve First Reading of Ordinance #1439 Amending Chapter 15.01.060 Buildings and Construction Fee Schedule. Roll Call: Aye-All. Motion carried.

#### First Reading

Finance Officer McKeown spoke about the changes to Occupancy Tax, BID 9. Martinisko moved, Eagleson seconded to approve first reading of Ordinance #1440 Amending Chapter 3.20 Occupancy Tax, BID 9. Roll Call: Aye-All. Motion carried.

#### First Reading

McKeown spoke about the ordinance and each fund. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1441 Budget Supplement #7 for 2025. Roll Call: Aye-All. Motion carried.

#### Resolution

McKeown spoke about the changes and additions. Martinisko moved, Johnson seconded to approve Resolution 2025-27 Establish Schedule of Rates for 2026 as amended. Roll Call: Aye-All. Motion carried.

# CITY OF DEADWOOD RESOLUTION 2025-27 A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE CITY OF DEADWOOD

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2026 year, replaces Resolution 2024-27. All utility rates will be effective January 1, 2026. All other rates will be effective upon passing of resolution.

FINANCE	
Business Licenses:	
	\$100.00
· · ·	\$20.00
Special Alcohol License	
NSF charges	maximum allowed by SDCL 57A-3-421
FIRE DEPARTMENT:	
Fire Report	\$10.00
DOLLGE DED A DEL GENERAL	
POLICE DEPARTMENT: Police Report	\$10.00
Animal Impound Fees:	Ψ10.00
<u> </u>	\$35.00
	\$75.00
<u>-</u>	\$150.00
Animal License:	
	\$5.00
	\$10.00
Golf Cart Permit	\$50.00
Fleet permits:	Φ <b>7</b> 00 00
	\$500.00
	\$1,000.00
	\$1,500.00 \$150.00
	\$150.00 \$250.00
	SDCL 10.12.011
Pawn Broker	
Horse Drawn Vehicles-limited to two	· · · · · · · · · · · · · · · · · · ·
Taxi License:	
Limit five, maximum twenty vehicles	\$500.00
Each additional Taxi	\$100.00
PLANNING & ZONING:	
Mobile Food & Beverage Vending Permit:	
Application Fee \$20.00	<b>41.00.00</b>
· · · · · · · · · · · · · · · · · · ·	\$160.00
	\$500.00 \$160.00
Mobile rood and beverage vending Fermit	
Signs:	
Banner Fee	
Sign Permit Fee	\$200.00
Short Term Rentals (Annually per physical addres	ss):
	\$250.00 Base Rate plus \$100.00 per bedroom
	\$250.00 Base Rate plus \$100.00 per bedroom
Specialty Resort Establishments	\$250.00 Base Rate plus \$100.00 per bedroom
Zoning Fees:	
•	\$500.00
	\$500.00
	\$200.00
<b>r</b>	<del></del>
Subdivision per lot	\$200.00
Variance	
Vanding (tomps agent) 60 deserved:	
Vending (temporary) 60-day notice required:	ф <b>7</b> 50 00
•	\$750.00 \$250.00
	\$250.00 \$1,500.00
Convention Conter (summy - December)	Ψ1,500.00

# Building & Contractor Fees:

# Contractor License:

New license	\$100.00
Renewal license (before February 15 <sup>th</sup> )	\$75.00
Violation for Contractor operating without a license	
Demolition Permit	
Assessed value of structure	Fee Schedule in chapter 15.01.060

#### **Building Permit Rates:**

<b>Total Valuation</b>	Fee
\$1.00 to \$500.00	\$15.00
\$500.01 to \$2,000.00	\$15.00 for the first \$500.00 plus \$3.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$60.00 for the first \$2,000.00 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$336.00 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$486.00 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$736.00 for the first \$100,000.00 plus \$4.20 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$2,416.00 for the first \$500,000.00 plus \$3.60 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000,01 and up	\$4,216.00 for the first \$1,000,000.00 plus \$2.40 for each additional \$1,000.00, or fraction thereof

# Other inspections and fees:

Inspections outside of normal business hours (minimum charge—two hours), per hour \$50.00

- 1. Re-inspection fees, per hour \$30.00
- 2. One-time inspection fee for change of occupancy in commercial buildings, per hour \$30.00
- 3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour)
- 4. For use of outside consultants for plan checking, inspections or both—actual cost.

# Grading Fee:

Grading 1 cc.
0 to 10 cubic yards
11 to 50 cubic yards\$50.00
Over 50 cubic yards\$1.00 cubic yard
Excavation/Boring Fee\$500.00
Investigation Fee see chapter 17.04.110 paragraph B
Staging fee-construction:
Parking Space per month\$125.00
Use of City Property per month\$500.00
House Moving Permit Fee (into or within the city limits of Deadwood):
Mobile or Manufactured Home as defined in SDCL 32-7A\$100.00
All other structures Fee schedule in SDCL 15.01.060
Flash Drive (Historic Preservation branded) \$5.00

# CEMETERIES:

Oakridge:	
Adult Plot, Burial Fees Space, excluding recording fee	\$400.00
For perpetual care (mandatory) excluding tax	\$400.00
Baby Plot, Burial Fees Space, excluding recording fee	\$200.00
For perpetual care (mandatory) excluding tax	
Mt. Moriah:	
General Admissions:	
Individuals over 12	\$2.00
Individuals 12 and under	free
Tourist Conveyance License (up to 2 licenses issued):	
Renewal Deposit (Due by February 1 <sup>st</sup> )	\$250.00
Annual License (May 1 to October 31)	\$750.00
Monthly minimum admissions to Mt. Moriah Cemetery (6 months)	
Mt. Moriah Cemetery Admission for each passenger with Conveyance License	
Individuals over 12	\$2.00
Individuals 12 and under	free

# RECREATION & AQUATIC CENTER

Membership Rates:	Daily	Monthly	Quarterly	Six month	Annual
Family (Parents & Kids					
Grade 12 & Under)	\$17.00	\$37.00	\$89.00	\$163.00	\$289.00
Single Adult (19-54)	\$11.00	\$26.00	\$61.00	\$95.00	\$160.00
Child/Senior (0-12 & 55+)	\$5.00	\$16.00	\$34.00	\$56.00	\$103.00
High School Student (13-					
18)	\$7.00	\$21.00	\$37.00	\$63.00	\$105.00
Corporate Family	n/a	\$32.00	\$79.00	\$152.00	\$278.00
Corporate Adult	n/a	\$21.00	\$50.00	\$79.00	\$134.00
Youth Organization Swim					
Rate *	\$2.00	n/a	n/a	n/a	n/a

Key Cards - \$5.00

\*Rate per child when accompanied by an city-approved organization.

#### **EVENTS**:

# Deadwood Event Complex:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
	\$30 / Hr.	\$25 / Hr.	No charge
Non-Profit	\$250 / Day	\$150 / Day	No charge
	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$400/ Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Administrative Fee	\$250.00
Event Complex Cleaning/Trash Removal Fee	\$250.00 Per Day
Cleaning Ferguson Field or Baseball Field Bathrooms	
Streaming Fee	
Pyrotech Application Fee	
Water Usage fee	

Tent Rental with Approved Special Ev 10' by 10' Set up and take down 20' by 30' Set up and take down 20' by 40' Set up and take down				\$400.00
Special Event:  Jersey Barriers and Equipment used for	or other than sa	fety purposes		625.00 Each
Deadwood Event Complex Ticketed Even Facility Use Fee /Ticket Surcharge (Re Applied to sold tickets	eserved Seatin	g, General Adm		erformance
Outlaw Square Ticketed Events on City F Facility Use Fee / Ticket Surcharge (R Applied to sold tickets	Reserved Seatin			erformance
GENERAL:				
ADMINISTRATIVE CITATION*:				
First Citation		\$200.00 (within	n rolling 12-mo	onth period)
* Citations shall be daily.				
PARKING:	Within	After	After	After
Parking Violations* Parking Meter Violation	15 Days	15 Days	30 Days	45 Days
8am-10pm 7 Days/week	\$20.00	\$30.00	\$50.00	\$75.00
Broadway Ramp Violation 24/7	\$25.00	\$35.00	\$60.00	\$100.00
Blocking Driveway	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Area	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Blocking Crosswalk/Sidew		\$45.00	\$70.00	\$110.00
Recreation Center Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Yellow Marked Area Permit Parking Only	\$35.00 \$50.00	\$45.00 \$70.00	\$70.00 \$90.00	\$110.00 \$100.00
Residential Parking Only	\$35.00	\$45.00	\$70.00	\$100.00
Dead Storage Over 24 Hrs.	\$35.00	\$45.00	\$70.00	\$110.00
Snow Removal/Street Cleaning	\$35.00	\$45.00	\$70.00	\$110.00
Parking in Unloading Zone	\$35.00	\$45.00	\$70.00	\$110.00
Motorcycle/Participant Only	\$20.00	\$30.00	\$50.00	\$75.00
Fire Hydrant Encroachment	\$35.00	\$45.00	\$70.00	\$110.00
Red Zone	\$100.00	\$140.00	\$180.00	\$200.00
Parked Against Traffic	\$35.00	\$45.00	\$70.00	\$110.00
Handicapped Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Mickelson Trail Use Only	\$100.00	\$140.00 \$140.00	\$180.00	\$200.00
Purple Heart Recipient Parking Only Immobilization Fee	\$100.00 \$200.00	\$140.00 \$220.00	\$180.00 \$250.00	\$200.00 \$300.00
Detached or Unattended Trailer	\$75.00	\$115.00	\$155.00	\$175.00
Kiosks			\$1.	00 per hour
Kiosks Lower Main Street			\$2.	00 per hour
Flat Rate Parking lots				For 24 hours

\*After 45 Days Violations will be sent to a collection agency

12

Broadway Parking Facility:		
Daily Rates:		
October 1 <sup>st</sup> – April 30 <sup>th</sup>		\$5.00 for 24 hours
May 1 <sup>st</sup> – September 30 <sup>th</sup>		
Special Event Weekends**		\$15.00 for 24 hours
**Per City Commission Approved Annu	ual Special Event Resolution	
Lease Rates:*		
Commercial Daily Rate (7 day maxi		<u> </u>
Commercial Annual lease 1-25 spac		
Daily Space Lease*26 + spaces will need review and n		•
Committee	regonation by the Larking & L	ransportation
Overnight Validation Permit Side Streets		\$5.00 for 24 hours
Employee Parking Permit		
Broadway Ramp Permit		
TROLLEY:		
Fares		
Trolley Tokens		
All day pass		
Convention pass		\$5.00/pass
Private Party Rental:  Basic Rental	\$120 for first hour/\$6	60 each additional hour
Non-Profit Organization Rental		
Educational Rental		
Group Rates:*		
0 – 25 members		\$100.00
26 – 50 members		\$200.00
51 – 75 members		\$300.00
76 – 100 members		
Each 25 additional		
*By showing a name tag of the registere event does not last longer than two (2) conse		ited, providing the
Paratransit Services:*	Passengers 60 and Older	Passengers Under 60
Deadwood to Deadwood	No Charge	\$2.50 per trip
Deadwood to Lead	No Charge	\$2.50 per trip
Deadwood to Spearfish.	\$10.00 per trip	\$10.00 per trip
Deadwood to Sturgis/Ft Meade	\$10.00 per trip	\$10.00 per trip
Deadwood to Rapid City *For Deadwood (city limits) residents (controlled)	\$15.00 per trip	\$15.00 per trip
	exact change requirea). A trip	is defined as one way.
PUBLIC WORKS:		
Nuisance/Labor Charges: Administrative Fee		¢50.00
Nuisance Removal		
Snow Removal		1 0
Repair for damage to city property*		
After Hours Call-Out*		
After Hour Call-Out Holiday**		
*Additional costs (including call out ra		11 .
**Applies to water turn on/off services-	(Per City Commission Approve	ed Holiday Schedule)
Temporary/Portable Water Meters:		¢100.00
Rental Fee (First Month) Rental Fee (Monthly)		
Water Usage Rate		
Replacement Meter		

#### **UTILITIES**:

#### Water:

Residential (City Limits) minimum demand charge......\$28.40 Monthly Residential (Non-City Limits) minimum demand charge ......\$48.40 Monthly for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	\$2.10/1,000 gallons
5,000 - 9,999 gallons	\$2.55/1,000 gallons
10,000 - 19,999 gallons	\$3.20/1,000 gallons
20,000 - 49,999 gallons	\$3.85/1,000 gallons
50,000 and over gallons	\$5.00/1,000 gallons

Oak Mountain Country Estates minimum demand charge (non-potable) .......\$28.40 Monthly for all accounts, whether on or off, regardless of water usage; water usage charged as follows: ...... minimum demand charge\$4.00 Monthly/Per Household

Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:

Meter Size	Cost
1 inch or less	\$68.00
1.5 inch	\$95.00
2 inch	\$150.00
3 inch	\$225.00
4 inch	\$285.00
6 inch	\$410.00
8 inch	\$560.00

# C with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$6.40/1,000 gallons
10,000 - 49,999 gallons	\$8.60/1,000 gallons
50,000 and over gallons	\$9.75/1,000 gallons

#### Waste water:

# Garbage/Recycling Service:

Commercial accounts: Responsible for own garbage removal.

# Sanitary Sewer Tap Fee:

-y	
Residential Tapping of Sanitary Collection System	\$1,500.00
Commercial Tapping of Sanitary Collection System	\$3,000.00

# Water Distribution Tap Fee:

Both Residential and Commercial fees are the same, as the fee is based on the size of the water service to the property.

1" Tap	\$1,500.00
2" Tap	
4" Tap	
6" Tap	
8" Tap	
10" Tap	

Dated this 1st day of December, 2025

ATTEST: CITY OF DEADWOOD

/s/ Jessicca McKeown, Finance Officer /s/ Charlie Struble-Mook, Mayor

#### Resolutions

Kuchenbecker spoke about the Resolutions of Acceptance of Irrevocable Offer of Dedication. Discussion was held concerning the improvements and warranty.

Joseph moved, Martinisko seconded to approve Resolution 2025-28 Acceptance of Irrevocable Offer of Dedication of Improvements for a portion of Phase III (Infrastructure on Mystery Wagon Road, Palisades Stone and Booster Station) at Stage Run Development. Roll Call: Aye-All. Motion carried.

# RESOLUTION 2025-28 ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF IMPROVEMENTS

WHEREAS, Summit at Deadwood Stage Run, LLC has offered to dedicate in perpetuity to the City of Deadwood, South Dakota the following improvements, having a cost basis as listed, to wit:

All of the roadway lighting, water distribution system pipe, fittings, valves, curb stops, and hydrants; all of the sewer collection main line pipe and manholes; all of the storm sewer collection system pipe and catch basins; located within Dedicated Public Right of Way (Mystery Wagon and Palisades Stone Street) of Palisades Tract of Deadwood Stage Run Addition all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Documents 2025-03433 and 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds -AND-

Booster Station Lot, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22 and the N ½ NW ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Document 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds

WHEREAS, the owner(s) has certified that the improvements offered for dedication herein have been constructed in conformance with the design plans and specifications approved by the City of Deadwood and warrants materials and workmanship of the improvements for a period of one year from the date of acceptance by the City.

WHEREAS, the City has performed a visual inspection and has reviewed all required construction documentation by the Engineer of record that the improvements have been constructed in conformance with the plans and specifications approved by the City with the exception of items outlined in Exhibit A.

NOW THEREFORE BE IT RESOLVED that we, the assembled members of the City Commission of the City of Deadwood do hereby accept the dedication described herein.

Dated this 1st day of December, 2025

ATTEST: CITY OF DEADWOOD

/s/ Jessicca McKeown, Finance Officer /s/ Charlie Struble-Mook, Mayor

Martinisko moved, Joseph seconded to approve Resolution 2025-29 for the Acceptance of Irrevocable Offer of Dedication of Land and/or Improvements for a portion of Phase III (Mystery Wagon Road, Palisades Stone and Booster Station Lot) of Stage Run Development. Kuchenbecker and Commission thanked Bill Pearson for working with the City. Roll Call: Aye-All. Motion carried.

# RESOLUTION 2025-29 ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF LAND AND/OR IMPROVEMENTS

WHEREAS, The Summit at Deadwood Stage Run, LLC has offered to dedicate in perpetuity to the City of Deadwood, South Dakota the following legally described land and/or improvements, to wit:

All of the roadway lighting, water distribution system pipe, fittings, valves, curb stops, and hydrants; all of the sewer collection main line pipe and manholes; all of the storm sewer collection system pipe and catch basins; located within Dedicated Public Right of Way (Mystery Wagon and Palisades Stone Street) of Palisades Tract of Deadwood Stage Run Addition all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Documents 2025-03433 and 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds -AND-

Booster Station Lot, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22 and the N ½ NW ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Document 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds

WHEREAS, the City has reviewed and hereby accepts the following terms of the Offer of Dedication; having a fair market thereof:

The City of Deadwood will perform all required maintenance on the roadway and curb located within the above-mentioned property. Maintenance includes but is not limited to snow and ice removal, sanding and cleaning, asphalt repair and sealing, asphalt replacement, curb replacement. Sidewalk and driveway approaches are the responsibility of the adjacent property owner. Maintenance required on the property outside of the roadway but included in the above plat document(s) will be the responsibility of the adjacent landowner.

WHEREAS, the owner(s) has certified that the improvements offered for dedication herein have been constructed in conformance with the design plans and specifications approved by the City of Deadwood, with the exception of items outlined in Exhibit A and warrants materials and workmanship of the improvements for a period of one year from the date of acceptance by the City. This date shall begin upon completion of items outlined in Exhibit A.

WHEREAS, the City has performed a visual inspection and has reviewed all required construction documentation by the Engineer of record that the improvements have been constructed in conformance with the plans and specifications approved by the City with the exception of items outlined in Exhibit A.

NOW THEREFORE BE IT RESOLVED that we, the assembled members of the City Commission of the City of Deadwood do hereby accept the dedication described herein.

Dated this 1st day of December, 2025

ATTEST: CITY OF DEADWOOD

/s/ Jessicca McKeown, Finance Officer /s/ Charlie Struble-Mook, Mayor

#### Change Order

Public Works Director Stalder spoke about the change order, which includes 8 items. Commissioner Martinisko reminded everyone about the state statue of 15% for changes orders. Martinisko moved, Joseph seconded to accept Change Order # 1 from Underground Construction in the amount of \$136,045.57 which takes contract price from \$1,684,933.00 to \$1,820,978.57 for the Hwy 85 water expansion project. Change Order # 1 also moves completion date from November 28, 2025 to now be July 1, 2026. Roll Call: Aye-All. Motion carried.

#### **Adoption**

Kuchenbecker spoke about the improvement plan, which outlines the projects for the next 5 years under categories of Parking and Transportation, Infrastructure, Utilities and Public Works, Parks Recreation and Open Spaces, Historical Preservation Cultural Resources, Public Safety and Emergency Services and Economic Development. Martinisko moved, Johnson seconded to adopt the 2026-2030 Capital Improvement Plan for the City of Deadwood. Roll Call: Aye-All. Motion carried.

# <u>INFORMATIONAL ITEMS AND ITEMS FROM CIT</u>IZENS

- A. Special Election will be held December 2, 2025 with polls open 7:00 a.m. to 7:00 p.m. A Special Commission meeting will be held Thursday, December 4, 2025 at 5:00 p.m. to canvass election results.
- B. Free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 26 thru Friday, December 26, 2025. Revenue received from holiday parking will be dispersed to local non-profit organizations. Information on how to apply will be posted in future meetings and on social media.
- C. Join us at Outlaw Square on Friday, December 5 for the annual community tree lighting and Chamber awards. The event begins at 5:00 p.m. and continues until 7:00 p.m. There will be free ice skating and discounted bumper car rides; free s'mores making and hot cocoa, and more, including a visit from Santa. Chamber annual awards will be announced at 5:30 p.m.; tree lighting at 6:00 p.m. and Santa will arrive at 6:30 p.m.
- D. The Deadwood Public Library is seeking an applicant to serve on the Library Board of Trustees. If interested, please contact Kennedy at kennedy@cityofdeadwood.com or 605-578-2821.
- E. Join us for the Holiday Craft Day at the Deadwood Public Library on Sat., Dec. 13th 1-3 p.m. Make your own ornaments, wreaths, and gifts. All supplies are provided. All ages welcome but children under 8 must be accompanied by an adult.
- F. Raffle permit received from Deadwood Lead 76ers Swim Team. Drawing will be held February 23, 2026.

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

#### **ADJOURNMENT**

Martinisko moved, Eagleson seconded to adjourn the regular session at 5:43 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be Monday, December 15, 2025 at 5:00 p.m.

After coming out of executive session at 5:53 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:	DATE	E:
Jessicca McKeown, Finance Officer	BY:	Charlie Struble-Mook, Mayor
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# **SPECIAL MEETING, DECEMBER 4, 2025**

The Special Session of the Deadwood City Commission convened on Thursday, December 4, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson and Sharon Martinisko. Commissioner Blake Joseph was absent. All motions passed unanimously unless otherwise stated.

#### **NEW BUSINESS**

#### Canvass Election

Board of Canvass reviewed the election results. Commissioner Martinisko read the results, which totaled 317. Acting as Board of Canvass, Martinisko moved, Johnson seconded to approve the election results and sign Official Canvass Sheet for December 2, 2025 special municipal election. Roll Call: Aye-Eagleson, Johnson, Martinisko, Struble-Mook. Motion carried.

# One (1) Commission – term ending June 2027

David R. Ruth Jr. 108 Mark "Spiro" Speirs 187 Blake Joseph 22

#### Oath of Office

Mayor Struble-Mook administered the Oath of Office to newly elected City Commissioner Mark Speirs. Spiers assumed his duties as City Commissioner.

#### Payroll

Martinisko moved, Johnson seconded to remove Blake Joseph from payroll effective December 4, 2025. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to add Mark Speirs to payroll effective December 5, 2025. Speirs abstained. Roll Call: Aye-All. Motion carried.

#### COMMISSION DEPARTMENTAL APPOINTMENTS

Mayor Struble-Mook. announced the following Commission appointments:

Charlie Struble-Mook - Commissioner of Finance & Revenue and Public Safety (Police & Fire) Sharon Martinisko - Commission President, Commissioner of Parks, Recreation & Events, Chamber of Commerce Representative and Council of Local Governments Representative Michael Johnson - Commissioner of Parking & Transportation, Library Representative and Deadwood History Board Member

Charles Eagleson - Commissioner of Historic Preservation and Planning & Zoning Mark Speirs - Commissioner of Public Works & Utilities

#### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Marlene Maynard, Election Board Worker, thanked the Finance Office for their help during election day. Commission thanked the Election Board Workers.

#### **ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the regular session at 5:10 p.m. The next regular meeting will be Monday, December 15, 2025 at 5:00 p.m.

ATTEST:	DATE:
	BY:
Jessicca McKeown, Finance Officer	Charlie Struble-Mook, Mayor
Published once at the total approximate cost of	

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

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

Section 4 Item a.

BANK: FNBAP

PAGE: 1

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-5266	FEEDING DEA		==========				=======
		I-12092025	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	265.60
				DEPARTMENT	NON-DEPARTMENTAL I	TOTAL:	265.60
01-0418	BLACK HILLS	PIONEER					
		I-140062	101-4111-423	PUBLISHING	SALUTE TO VETERANS	000000	240.00
		I-630 - 2025	101-4111-423	PUBLISHING	NOTICE OF AUDIT-FISCAL AFFAIRS	000000	86.36
		I-638 - 2025	101-4111-423	PUBLISHING	MINUTES - 10/20/25	000000	176.08
		I-639 - 2025	101-4111-423	PUBLISHING	MINUTES-SPECIAL MTG- 10/27/25	000000	30.67
		I-640 - 2028	101-4111-423	PUBLISHING	NOH - SNOWCROSS	000000	20.28
		I-641 - 2025	101-4111-423	PUBLISHING	ORDINANCE #1436 -BUDGET APPROF	000000	19.78
		I-703 - 2025	101-4111-423	PUBLISHING	MINUTES - 11/3/25	000000	202.29
		I-709 - 2025	101-4111-423	PUBLISHING	ORDINANCE #1428 - PROP.TX LEVY	000000	128.27
01-0545	LYNN'S DAKO	TA MART					
		I-TCKT 17 -11/24/25	101-4111-426	SUPPLIES	DEPT. HEAD MTG COMM.	000000	14.86
01-0966	PETTY CASH-	FINANCE OFFI					
		I-12092025	101-4111-426	SUPPLIES	REIMBURSE FINANCE	000000	6.50
01-3346	MONUMENT HE	ALTH					
		I-700000832112025	101-4111-422-01	PROF. SERV. S	S FLU SHOTS - EMPLOYEES	000000	1,200.00
01-4625	FIB CREDIT	CARDS					
		I-113025 FINANCE	101-4111-426	SUPPLIES	MEETING	000000	16.80
		I-113025 FINANCE	101-4111-427	TRAVEL	PIERRE CHARLIE/SHARON	000000	69.81
01-5494	TOURISM COA	LITION OF SO					
		I-702	101-4111-422	PROFESSIONAL	2026 TCSD MEMBERSHIP DUES	000000	110.00
				DEPARTMENT 1	.11 COMMISSION I	TOTAL:	2,321.70
01-0418	BLACK HILLS	DIOMEED					
01-0410	BLACK HILLS	I-614 - 2025	101-4130-422	DDOEECCIONAI	DEADLINE NOWICE WOMED DECIC	000000	30.27
		I-615 - 2025			DEADLINE NOTICE-VOTER REGIS.  VACANCY NOTICE-RECALL PETITION		21.37
							32.94
			101-4130-422		NOTICE OF SPECIAL RECALL ELECTION		63.00
01-1827	MS MAIL						
		I-15539-B	101-4130-422	PROFESSIONAL	ELECTIONS	000000	260.00
01-3980	TODD, MARLE	NE					
		I-12022025	101-4130-422	PROFESSIONAL	ELECTION BOARD/SCHOOL/MEETING	000000	230.00
01-4625	FIB CREDIT	CARDS					
		I-113025 FINANCE	101-4130-426	SUPPLIES	ELECTIONS	000000	46.50

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 130 ELECTIONS

Section 4 Item a.

BANK: FNBAP

PAGE: 2

BUDGET TO	NI: 130 EI O USE: C	B-CURRENT BUDGET				DAINA	: FNDAP
/ENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 )1-4711		TAL SERVICES		========			
		I-1YV7-9N6H-KMDC	101-4130-426	SUPPLIES	BADGE HOLDERS, CHAIRS, COVERS,	000000	14.58
01-4950	BROWN, PATR	RICIA					
	•	I-12022025	101-4130-422	PROFESSIONAL	ELECTION BOARD/SCHOOL/MEETING	000000	230.00
)1-5223	PFARR, JOYC	CE					
	·	I-12022025	101-4130-422	PROFESSIONAL	ELECTION SUP/SCHOOL/MEETING	000000	255.00
				DEPARTMENT 1	30 ELECTIONS	FOTAL:	1,183.66
 11_0/33	WELLMARK BI	IIE CDOSS BIII					
11-0433	METITIAKK DI		101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,103.00
01-0966	PETTY CASH-	FINANCE OFFI					
		I-12092025	101-4142-426	SUPPLIES	REIMBURSE FINANCE	000000	11.15
01-2160	CRAMER MARK	KETING					
		I-47147	101-4142-426	SUPPLIES	HEALTHCARE FORM	000000	146.98
01-4625	FIB CREDIT	CARDS					
		I-113025 FINANCE	101-4142-426	SUPPLIES	GET WELL/BDAY LYNN	000000	60.16
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1YV7-9N6H-KMDC	101-4142-426	SUPPLIES	BADGE HOLDERS, CHAIRS, COVERS,	000000	23.63
)1-5451	PRINCIPAL I	JIFE INSURANC					
		I-1201225-123125	101-4142-415	GROUP INSURAN	LIFE INSURANCE	000000	17.40
				DEPARTMENT 1	42 FINANCE	TOTAL:	2,362.32
 01-0429	BLACK HILLS	ENERGY					
		I-POWER 11/25/25	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000	19.42
		I-POWER 11/25/25	101-4192-428	UTILITIES	0 US HIGHWAY 14A TRAFFIC SIG	000000	61.11
		I-POWER 11/25/25	101-4192-428	UTILITIES	SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 11/25/25	101-4192-428	UTILITIES	TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.57
		I-POWER 11/25/25	101-4192-428	UTILITIES	MT MORIAH VIS CNTR	000000	163.46
		I-POWER 11/25/25	101-4192-428	UTILITIES	TX BOOTH/BATHROOM MT MORIAH	000000	87.55
		I-POWER 11/25/25	101-4192-428	UTILITIES	METHODIST MEM PARK 10 SHINE	000000	27.47
		I-POWER 11/25/25	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES ST	000000	19.17
		I-POWER 11/25/25	101-4192-428	UTILITIES	101 MICKELSON TRAIL	000000	573.33
		I-POWER 11/25/25	101-4192-428	UTILITIES	101 PALISADES STO, WATER BOOS	000000	7.00
		I-POWER 11/25/25	101-4192-428	UTILITIES	102 WATER TANK LN	000000	17.75
		I-POWER 11/25/25	101-4192-428	UTILITIES	105 1/2 SHERMAN TRAFFIC LIGHTS	3 000000	66.82
		I-POWER 11/25/25	101-4192-428-13	UTILITIES - R	105 SHERMAN ST REC CENTER	000000	6,305.51
		I-POWER 11/25/25	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000	33.21
		I-POWER 11/25/25	101-4192-428-04	UTILITIES - C	: 108 SHERMAN ST CITY HALL	000000	3,067.26

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

PAGE: 3

VENDOR	NAME LTEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======		=======================================				
01-0429	BLACK HILLS ENERGY C	ontinued				
	I-POWER 11/25/	25 101-4192-428	UTILITIES	TIMMS LANE POLE BLDG	000000	135.09
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PUMP 119 DENVER AVE	000000	833.87
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PRESSURE REG STATION 13 CRESCE	000000	172.58
	I-POWER 11/25/	25 101-4192-428	UTILITIES	135 SHERMAN ST LIGHTS	000000	125.70
	I-POWER 11/25/	25 101-4192-428	UTILITIES	135 WILLIAMS ST LIGHTS	000000	28.49
	I-POWER 11/25/	25 101-4192-428-03	UTILITIES - B	BALLFIELD 15 CRESCENT ST	000000	135.00
	I-POWER 11/25/	25 101-4192-428-06	UTILITIES - D	RODEO GROUNDS ARENA	000000	40.00
	I-POWER 11/25/	25 101-4192-428-11	UTILITIES - P	PARK SHOP 15 CRESCENT ST	000000	288.60
	I-POWER 11/25/	25 101-4192-428-06	UTILITIES - D	15 CRESCENT ST RODEO	000000	1,511.12
	I-POWER 11/25/	25 101-4192-428-06	UTILITIES - D	15 CRESCENT ST SNOWCROSS	000000	15.00
	I-POWER 11/25/	25 101-4192-428	UTILITIES	WELCOME SIGN- DWD HILL	000000	110.58
	I-POWER 11/25/	25 101-4192-428-09	UTILITIES - H	THORPE BLDG 150 SHERMAN	000000	548.69
	I-POWER 11/25/	25 101-4192-428-03	UTILITIES - B	CONCESSION STAND 16 CRESCENT	000000	187.47
	I-POWER 11/25/	25 101-4192-428	UTILITIES	17 PLEASANT ST LIGHTS	000000	29.60
	I-POWER 11/25/	25 101-4192-428	UTILITIES	17 RAYMOND ST LIGHTS	000000	19.55
	I-POWER 11/25/	25 101-4192-428	UTILITIES	178 SHERMAN ST LIGHTS	000000	110.66
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PRV 180 CLIFF ST	000000	92.01
	I-POWER 11/25/	25 101-4192-428	UTILITIES	WELL HOUSE OAKRIDGE CEMETERY	000000	168.21
	I-POWER 11/25/	25 101-4192-428	UTILITIES	2 BURNHAM AVE LIGHTS	000000	58.10
	I-POWER 11/25/	25 101-4192-428	UTILITIES	FLAG 2 MT MORIAH DRIVE	000000	34.67
	I-POWER 11/25/	25 101-4192-428	UTILITIES	22 DUDLEY ST LIGHTS	000000	28.97
	I-POWER 11/25/	25 101-4192-428-01	UTILITIES - A	ADAMS HOUSE INFO CENTER	000000	51.15
	I-POWER 11/25/	25 101-4192-428-01	UTILITIES - A	ADAMS HOUSE 22 VAN BUREN	000000	343.93
	I-POWER 11/25/	25 101-4192-428	UTILITIES	22 WASHINGTON ST LIGHTS	000000	66.88
	I-POWER 11/25/	25 101-4192-428	UTILITIES	TRAFFIC LIGHTS 4 LANE	000000	71.49
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PRESSURE REDUCTION STN 255 MAI	000000	98.87
	I-POWER 11/25/	25 101-4192-428-08	UTILITIES - H	INTERPRETIVE CENTER	000000	422.63
	I-POWER 11/25/	25 101-4192-428	UTILITIES	301 CLIFF ST	000000	1,361.83
	I-POWER 11/25/	25 101-4192-428	UTILITIES	34 LINCOLN AVE LIGHTS	000000	50.18
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PUMPHOUSE 34 MT MORIAH DR	000000	66.76
	I-POWER 11/25/	25 101-4192-428	UTILITIES	368 WILLIAMS ST LIGHTS	000000	26.73
	I-POWER 11/25/	25 101-4192-428-07	UTILITIES - F	FIRE DEPT SIREN MCGOVERN HILL	000000	17.93
	I-POWER 11/25/	25 101-4192-428	UTILITIES	REDWOOD TANK MCGOVERN HILL	000000	158.04
	I-POWER 11/25/	25 101-4192-428	UTILITIES	398 WILLIAMS ST LIGHTS	000000	28.53
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PRV STATION 4 DAKOTA ST	000000	223.65
	I-POWER 11/25/	25 101-4192-428	UTILITIES	4 MT MORIAH RD LIGHTS	000000	33.14
	I-POWER 11/25/	25 101-4192-428-17	UTILITIES - D	MUSEUM DAYS 40 CRESCENT ST	000000	2,885.09
	I-POWER 11/25/	25 101-4192-428-19	UTILITIES - G	418 CLIFF ST GATEWAY BLDG	000000	108.24
	I-POWER 11/25/	25 101-4192-428-10	UTILITIES - L	DEADWOOD LIBRARY	000000	462.50
	I-POWER 11/25/	25 101-4192-428	UTILITIES	46 FREMONT ST LIGHTS	000000	45.49
	I-POWER 11/25/	25 101-4192-428	UTILITIES	49 SHERMAN ST LIGHTS	000000	169.18
	I-POWER 11/25/	25 101-4192-428	UTILITIES	TRAFFIC SIGNALS & PRK LOT BUIL	000000	84.70
	I-POWER 11/25/	25 101-4192-428	UTILITIES	5 SIEVER ST	000000	719.50
	I-POWER 11/25/	25 101-4192-428	UTILITIES	PUMP 50 PLEASANT ST	000000	39.63
	I-POWER 11/25/	25 101-4192-428-02	UTILITIES - A	ADAMS MUSEUM 50 SHERMAN ST	000000	453.59
	I-POWER 11/25/	25 101-4192-428	UTILITIES	500 1/2 MAIN ST	000000	75.34
	I-POWER 11/25/	25 101-4192-428	UTILITIES	501 MAIN ST WELCOME CENTER	000000	1,066.63
	I-POWER 11/25/	25 101-4192-428	UTILITIES	509 WILLIAMS ST LIGHTS	000000	24.47

DESCRIPTION

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS

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Section 4 Item a.

PAGE: 4

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

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS	ENERGY continu	ed				
01 0425	DEFICIT HITEES	I-POWER 11/25/25	101-4192-428	UTILITIES	51 1/2 DUNLOP AVE LIGHTS	000000	20.17
		I-POWER 11/25/25	101-4192-428	UTILITIES	WELCOME SIGN-JCT HWY 385 & CLI		18.05
		I-POWER 11/25/25	101-4192-428	UTILITIES	WILD BILL STATUE 53 SHERMAN ST		15.38
		I-POWER 11/25/25	101-4192-428	UTILITIES	565 MAIN ST LIGHTS	000000	46.72
		I-POWER 11/25/25	101-4192-428-15		TROLLEY BARN 60 DUNLOP AVE	000000	375.42
		I-POWER 11/25/25	101-4192-428	UTILITIES	610 BROADWAY ST	000000	93.20
		I-POWER 11/25/25	101-4192-428-14		CITY SHOP 62 DUNLOP AVE	000000	661.09
		I-POWER 11/25/25	101-4192-428	UTILITIES	62 FOREST AVE LIGHTS	000000	32.65
		I-POWER 11/25/25	101-4192-428	UTILITIES	BROADWAY PARKING RAMP	000000	819.45
		I-POWER 11/25/25	101-4192-428	UTILITIES	65 SHERMAN ST	000000	1,612.85
		I-POWER 11/25/25	101-4192-428	UTILITIES	7 1/2 PECK ST LIGHTS	000000	34.95
		I-POWER 11/25/25	101-4192-428	UTILITIES	7 1/2 SAMPSON ST LIGHTS	000000	40.95
		I-POWER 11/25/25	101-4192-428	UTILITIES	CORNER TRAFFIC SIGNAL LIGHTS	000000	85.29
		I-POWER 11/25/25	101-4192-428-24		703 MAIN ST OUTLAW SOUARE	000000	637.56
		I-POWER 11/25/25	101-4192-428-07		FIRE HALL 737 MAIN ST	000000	645.83
		I-POWER 11/25/25	101-4192-428-07		DWD PAVILION 767 MAIN ST	000000	118.82
		I-POWER 11/25/25	101-4192-428-12	UTILITIES - P			11.14
		I-POWER 11/25/25	101-4192-428-12	UTILITIES - P	767 MAIN ST	000000	22.28
		I-POWER 11/25/25					
			101-4192-428	UTILITIES	SAMPSON ST PUMP	000000	19.00 22.55
		I-POWER 11/25/25	101-4192-428	UTILITIES	8 DAKOTA ST LIGHTS	000000	
		I-POWER 11/25/25	101-4192-428	UTILITIES	9 CEMETERY ST LIGHTS	000000	18.29
		I-POWER 11/25/25	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN	000000	18.80
		I-POWER 11/25/25	101-4192-428	UTILITIES	FEES AND ADJUSTMENTS	000000	748.68-
01-0433	WELLMARK BLU		404 4400 445				4 000 04
		I-12/01/25	101-4192-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81
01-0539	LEAD-DEADWOO	D SANITARY					
		I-01/01/25 CONSUMPT	101-4192-428-15		DEADWOOD-CITY TROLLEY BARN	000000	24.69
		I-01/01/25 CONSUMPT	101-4192-428-07	UTILITIES - F	DEADWOOD-CITY FIRE DEPT	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-09	UTILITIES - H	HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-22	UTILITIES - M	DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-22	UTILITIES - M	DEADWOOD CITY OF-MT MORIAH	000000	0.00
		I-01/01/25 CONSUMPT	101-4192-428-10	UTILITIES - L	DEADWOOD-CITY LIBRARY	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-19	UTILITIES - G	DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-06	UTILITIES - D	GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-01/01/25 CONSUMPT	101-4192-428-18	UTILITIES - F	DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-01/01/25 CONSUMPT	101-4192-428-14	UTILITIES - S	DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-11	UTILITIES - P	PARKS SHOP-DEADWOOD	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-03	UTILITIES - B	DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-01/01/25 CONSUMPT	101-4192-428-11	UTILITIES - P	DEADWOOD-CITY GORDON PARK	000000	14.30
		I-01/01/25 CONSUMPT	101-4192-428-02	UTILITIES - A	DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-01	UTILITIES - A	DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-04	UTILITIES - C	DEADWOOD - CITY HALL	000000	48.77
		I-01/01/25 CONSUMPT	101-4192-428-08	UTILITIES - H	DEADWOOD HISTORY CENTER	000000	44.75
		I-01/01/25 CONSUMPT	101-4192-428-13	UTILITIES - R	DEADWOOD-CITY REC CENTER	000000	265.57
		I-01/01/25 CONSUMPT	101-4192-428-24	UTILITIES - O	DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-01/01/25 CONSUMPT	101-4192-428-21	UTILITIES - W	WELCOME CENTER-DEADWOOD CITY	000000	71.41

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

Section 4 Item a.

BANK: FNBAP

PAGE: 5

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

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
1-0539	LEAD-DEADWOO	DD SANITARY continu	ed				
		I-01/01/25 CONSUMPT	101-4192-428-17	UTILITIES - D	DAYS OF 76 MUSEUM	000000	22.00
		I-35304001	101-4192-422-22	PROFESSIONAL-	CONSUMPTION MT MORIAH	000000	14.30
1-0578	WATERS HARD	VARE					
		C-A62254	101-4192-426	SUPPLIES	FLUOR TUBES/PUB BLDGS	000000	10.00-
		I-12905	101-4192-426-17	SUPPLIES - DA	HANGER-ANGLE ZMAX/76 MUSEUM	000000	69.91
		I-12963	101-4192-426	SUPPLIES	PLYWOOD-PEGBOARD-SCREW/PB	000000	71.47
		I-13069	101-4192-425-17	REPAIRS-DAYS	HANGR STRAP-FOIL TAPE/76 MUSEU	000000	27.98
		I-13091	101-4192-425-14	REPAIRS - STR	FELT BLANKET/STREETS SHOP	000000	6.99
		I-13176	101-4192-425-10	REPAIRS - LIB	BREAKER-BOX-BOLTS-SCREWS/LIBRA	000000	76.66
		I-13177	101-4192-426-14	SUPPLIES - ST	4" KICKDOWN DOOR STOP/STRTS	000000	12.99
		I-13199	101-4192-426-17	SUPPLIES - DA	DRILL SCREWS 8-18X3/4/76 MUSEU	000000	12.99
		I-13200	101-4192-426-17	SUPPLIES - DA	25 FT BARE COPPER/76 MUSEUM	000000	57.25
		I-13321	101-4192-426	SUPPLIES	(4) 48 X 84" BLK PET SCREEN/PB	000000	103.96
		I-13342	101-4192-425-02	REPAIRS - ADA	CORNER IRON-MENDING BRACE/AM	000000	97.22
		I-13359	101-4192-425-02	REPAIRS - ADA	PET SCREEN-KNOCKOUT SEAL/AM	000000	79.41
		I-13366	101-4192-425-13	REPAIRS - REC	(2) BUSSMAN EATON FAST ACT/REC	000000	23.98
		I-13435	101-4192-425-17	REPAIRS-DAYS	BOLTS-SCREWS-ACTING FUSE/76 MU	000000	10.14
		I-13442	101-4192-425-04	REPAIRS - CIT	BOLTS-SCREWS-BATTERY-LOCK/CITY	000000	16.78
		I-13543	101-4192-426	SUPPLIES	FLUOR TUBES/PUB BLDGS	000000	77.99
		I-13562	101-4192-425-11	REPAIRS - PAR	BOLTS AND SCREWS/PARKS	000000	8.99
		I-13606	101-4192-425-17	REPAIRS-DAYS	(2) 5A CARTRIDGE FUSE/76 MUSEU	000000	27.98
		I-13633	101-4192-426	SUPPLIES	SILLCOCK KEY/PUB BLDGS	000000	12.99
1-0784	WESTERN STAT	TES FIRE PRO					
		I-WSF735943	101-4192-422-13	PROFESSIONAL	ANN FIRE SPRINK FIRE ALARM INS	000000	825.00
		I-WSF735946	101-4192-425-04	REPAIRS - CIT	ANN FIRE SPRINK-ALARM INSP/CIT	000000	695.00
1-0966	PETTY CASH-I	FINANCE OFFI					
		I-12092025	101-4192-426-04	SUPPLIES - CI	REIMBURSE FINANCE	000000	45.45
1-1266	WELLS PLUMB	ING & FARM S					
		I-1-1157376	101-4192-426	SUPPLIES	4" SEWER 90-SAN TEE-J HOOK/PB	000000	132.40
1-1406	STRETCH'S GI	LASS & CUSTO					
		I-I024918	101-4192-425	REPAIRS	GLASS INDOOR BROKE/REC	000000	821.80
1-1483	KNECHT HOME	CENTER					
		I-12925246	101-4192-426-17	SUPPLIES - DA	CASTER PLATE-STRUCT/76 MUSEUM	000000	251.58
1-1502	BLACK HILLS	CHEMICAL					
		I-305295A	101-4192-426	SUPPLIES	ECONOSOFT TOWEL/PUB BLDG	000000	52.72
1-1626	SERVALL UNII	FORM AND LIN					
		I-1094903	101-4192-422-15		MOPS-MATS-TOWELS-LINEN/TROLLEY		96.45
		I-11/11/25 INVOICES	101-4192-426-07	SUPPLIES - FI	FIRE HALL / 1125412	000000	41.74
		I-11/11/25 INVOICES			LIBRARY / 1125414	000000	38.96
		I-11/13/25 INVOICES	101-4192-426-04	SUPPLIES - CI	CITY HALL - 1126652	000000	200.04

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

PAGE: 6

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

PACKET: 07311 COMBINED - 12/16/25

/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNI	FORM AND LIN continue	ed			
		I-11/13/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1126653	000000	286.85
		I-11/13/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1126651	000000	78.41
		I-11/13/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1126647	000000	39.75
		I-11/13/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1126648	000000	43.81
		I-11/13/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 11266650	000000	92.74
		I-11/13/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1126649	000000	96.45
		I-11/25/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1130428	000000	41.74
		I-11/25/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1130430	000000	38.96
		I-11/27/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1131641	000000	196.79
		I-11/27/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1131642	000000	286.85
		I-11/27/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1131640	000000	78.41
		I-11/27/25 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1131636	000000	39.75
		I-11/27/25 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1131637	000000	43.81
		I-11/27/25 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1131639	000000	101.32
		I-11/27/25 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1131638	000000	96.45
		I-11/27/25 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1023934	000000	0.00
		I-11/27/25 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1023936	000000	0.00
1-1653	AUTO VALUE	CENTRAL CITY				
		C-832061773	101-4192-426	SUPPLIES BATTERY CORE RETURN/PB	000000	16.50
		I-832061514	101-4192-425-02	REPAIRS - ADA FHP MEDIUM HORSE POW/AD MUS	000000	16.70
		I-832061636	101-4192-425-02	REPAIRS - ADA (2) FHP MED HORSE POW/AD MUS	000000	33.40
1-2073	SDN COMMUNI	CATIONS				
		I-238710	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-238710	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-238710	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-238710	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-238710	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-238710	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-238710	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
1-3151	KONE CHICAG	0				
		I-871868133	101-4192-422-17	PROFESSIONAL- NOVEMBER ELEVATOR MAINT/PB	000000	202.61
1-3314	CENTURY BUS	INESS PRODUC				
		I-827616	101-4192-426	SUPPLIES 11/9/25-12/8/25 CONTRACT	000000	25.63
1-3838	BLUEPEAK	I-TELEPHONE 11/21/25	101_/102_/20_0/	IMTITATES - C CIMV HAIT INMEDNEM	00000	0.00
				UTILITIES - C CITY HALL INTERNET	000000	
		I-TELEPHONE 11/21/25		UTILITIES - C CITY HALL TELEPHONE	000000	625.94
		I-TELEPHONE 11/21/25		UTILITIES - F FIRE HALL	000000	0.00
		I-TELEPHONE 11/21/25		UTILITIES - H HISTORY CENTER	000000	256.83
		I-TELEPHONE 11/21/25		UTILITIES - L LIBRARY	000000	249.69
		I-TELEPHONE 11/21/25		UTILITIES - R REC CENTER TELEPHONE	000000	213.2
		I-TELEPHONE 11/21/25		UTILITIES - R REC CENTER INTERNET	000000	82.99
		I-TELEPHONE 11/21/25		UTILITIES - S STREET SHOP	000000	43.30
		I-TELEPHONE 11/21/25	101-4192-428-06	UTILITIES - D DAYS OF '76	000000	84.92

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS

Section 4 Item a.

BANK: FNBAP

PAGE: 7

DEFALIME	7 IN T	•	192 .	FODLIC	DOILL	TINGS
BUDGET T	0.	USE:	:	CB-CU	RRENT	BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3838	BLUEPEAK	continue	rd.				
01 3030	BBOBIER			UTILITIES - G	G GATEWAY VISITORS CENTER	000000	82.99
01-4625	FIB CREDIT (	CARDS					
		I-11/30/25 PUB BLDGS	101-4192-425-04	REPAIRS - CIT	EBAY SWITCH/CITY HALL	000000	44.00
		I-11/30/25 PUB WORKS	101-4192-425-10	REPAIRS - LIE	B PUSH BUTTON BOARD/LIBRARY	000000	115.54
01-4711	AMAZON CAPIT	FAL SERVICES					
		I-16MQ-XDPD-LFVY	101-4192-426	SUPPLIES	FAUCET SOLENOIDS/PUB BLDGS	000000	87.38
		I-1KLH-TWMQ-J1Q7	101-4192-425-09	REPAIRS - HAR	R YOK REPLACEMT PART/HARCC	000000	304.81
		I-1LT4-RJLT-MJMY	101-4192-426-04	SUPPLIES - CI	TABLE - BREAK ROOM	000000	191.80
		I-1YV7-9N6H-KMDC	101-4192-426-04	SUPPLIES - CI	BADGE HOLDERS, CHAIRS, COVE	ERS, 000000	216.87
01-5451	PRINCIPAL L	IFE INSURANC					
		I-1201225-123125	101-4192-415	GROUP INSURAN	LIFE INSURANCE	000000	2.32
				DEPARTMENT 1	92 PUBLIC BUILDINGS	TOTAL:	41,779.29
 01-0510	GOLDEN WEST	TECHNOLOGIE					
01 0310	GOLDEN WEST		101-4193-422	PROFESSIONAL	EMAIL SECUR, BKUP, WKSTNS	000000	2,711.48
01-4326	IWORO						
	~	I-214547	101-4193-422	PROFESSIONAL	2026 BUSINESS LIC MGMT/DATA	A PR 000000	2,900.00
				DEPARTMENT 1	93 COMPUTER SERVICE	TOTAL:	5,611.48
01-0433	WELLMARK BLU	JE CROSS BLU					
		I-12/01/25	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLU	JE S 000000	16,476.25
01-0467	CULLIGAN OF	THE BLACK H					
		I-0025153	101-4210-424	RENTALS	5 GAL BTTLD WTR, COOLER RNT	PD 000000	77.25
01-0674	WHITE'S QUE	EN CITY MOTO					
		I-374362	101-4210-425	REPAIRS	TRANSMITTER - 17 SILVERADO	559 000000	482.26
01-1424	SOUTHSIDE SE	ERVICE					
		I-63084	101-4210-425	REPAIRS	LABOR FUSE BOX	000000	55.00
		I-63095	101-4210-425	REPAIRS	ANTIFREEZE/LABOR LEAK	000000	63.00
01-1653	AUTO VALUE (	CENTRAL CITY					
		I-832062024	101-4210-425	REPAIRS	BLOWER MOTOR 21 DURANGO	000000	282.72
01-1826	FIRST NET						
		I-287304791844x11323	101-4210-422	PROFESSIONAL	MDT POLICE CARS - NOV.	000000	280.28
01-2285	RUSHMORE CON	MMUNICATIONS					
		I-09262025B	101-4210-434	MACHINERY/EQU	J ANTENNA, BATTERY, CHARGER,	SET 000000	1,907.62
Ī							

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 8

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-2946	SUNSHINE TO			========			=========
		I-29552	101-4210-425	REPAIRS	TOW DODGE DURANGO	000000	100.00
1-4625	FIB CREDIT	CARDS					
		I-11122025	101-4210-422	PROFESSIONAL	POSTAGE	000000	31.65
		I-11262025	101-4210-427	TRAVEL	FUEL OLIVIA	000000	55.33
		I-11302025 PD	101-4210-422	PROFESSIONAL	POSTAGE	000000	41.10
		I-244079	101-4210-425	REPAIRS	SPLASH GUARDS	000000	355.61
1-4693	CURTIS BLUE	LINE / L.N.					
		I-INV1016069	101-4210-426	SUPPLIES	PROTECH CARRIER	000000	400.31
01-5451	PRINCIPAL L	IFE INSURANC					
,1 0101	111110111111		101-4210-415	GROUP INSURAN	LIFE INSURANCE	000000	89.46
01-5502	SHAD'S TOWI	NG & RECOVER					
		I-1120	101-4210-422	PROFESSIONAL	TOW FROM PHILIP - '18 DODGE	000000	755.00
				DEPARTMENT 2	10 POLICE	TOTAL:	21,452.84
01-0433	WELLMARK BL	UE CROSS BLU					
		I-12/01/25	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	672.89
01-0578	WATERS HARD	WARE					
		C-A59732	101-4221-425	REPAIRS	RETURN CIRCUIT BREAKER-RESC 3	000000	7.00-
		I-13121	101-4221-425	REPAIRS	CIRCUIT BREAKER-RESCUE 3/FIRE	000000	15.99
		I-13221	101-4221-426	SUPPLIES	STRAPS - RESCUE 3/FIRE	000000	32.97
		I-13334	101-4221-426	SUPPLIES	STRAPS, NUTS, BOLTS-RESCUE 3/FD	000000	92.14
01-1306	SD FIREFIGH	TERS ASSN.					
		I-4787	101-4221-422	PROFESSIONAL	MEMBERSHIP DUES	000000	875.00
01-1430	MOTOROLA SO	LUTIONS, INC					
		I-23241	101-4221-426	SUPPLIES	BATTERIES FOR RADIOS	000000	216.44
01-1653	AUTO VALUE	CENTRAL CITY					
		I-832062655	101-4221-425	REPAIRS	WIPER BLADES	000000	58.98
01-3170	MED-TECH RE	SOURCE LLC					
		I-156550	101-4221-426	SUPPLIES	BIMART KITS, WIPES	000000	386.01
)1-3977	ACE HARDWAR	E OF LEAD					
		I-044442	101-4221-426	SUPPLIES	WINDSHIELD WASH/ HEAT FUEL	000000	110.29
01-4108	ALEX AIR AP	PARATUS 2, L					
		I-INV-533385	101-4221-434	MACHINERY/EQU	VERIDIAN COAT/PANT	000000	1,280.00
01-5058	FETTER, CHA	RLES					

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

PAGE: 9

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-5058	FETTER, CHA	RLES contin	nijed				
,1 0000	I DI I DI C	I-11252025		PROFESSIONAL	CHARLES INSTRUCTOR DUES	000000	30.00
1-5451	PRINCIPAL L	IFE INSURANC I-1201225-123125	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000	4.97
				DEPARTMENT 2	21 FIRE DEPARTMENT ADMINISTR	FOTAL:	3,768.68
1-0433	WELLMARK BL	 UE CROSS BLU					
		I-12/01/25	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	3 000000	672.89
1-4326	IWORQ						
		I-214547 I-214547	101-4232-422 101-4232-422		2026 COMM DEV PKG PERM MGMT/BI 2026 CONTRACTOR LIC MGMT/BI		1,250.00 2,900.00
		1-214347	101-4232-422	FROTESSIONAL	2020 CONTRACTOR LIC MGMI/BI	000000	2,900.00
1-5451	PRINCIPAL L	IFE INSURANC					
		I-1201225-123125	101-4232-415	GROUP INSURAN	LIFE INSURANCE	000000	4.95
				DEDADEMENT O	22 DUTIDING INCORPORTON D	DOMAT -	4 007 04
				DEPARTMENT 2	32 BUILDING INSPECTION T	FOTAL:	4,827.84
1-0433	WELLMARK BL	UE CROSS BLU					
		I-12/01/25	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	5,050.02
1-0578	WATERS HARDI	WARE					
		I-13178	101-4310-426	SUPPLIES	(2) WHITE SPRAY PAINT/STRTS	000000	16.98
		I-13432	101-4310-426	SUPPLIES	MINI LED NET-TREE LIGHTS/STRTS	3 000000	227.92
		I-13441	101-4310-426	SUPPLIES	(2) BX ML TREE LIGHTS/STRTS	000000	91.98
		I-13481	101-4310-426	SUPPLIES	CABLE TIES-TWIST TIES/STRTS	000000	182.91
1-0723	NORTHERN TR	UCK EQUIPMEN					
		I-RCI04997	101-4310-434	MACHINERY/EQU	DXT CUTTING EDGES/STRTS	000000	1,671.99
1-1653	AUTO VALUE (	CENTRAL CITY					
		I-832061416	101-4310-425	REPAIRS	(2) BATTERY/STRTS	000000	351.98
		I-832061467	101-4310-425	REPAIRS	NYLOCK-IVD INTAKE/STRTS	000000	18.39
		I-832061529	101-4310-426	SUPPLIES	BAYSIDE BREEZE-CAR WASH/STRTS	000000	12.98
		I-832061743	101-4310-425	REPAIRS	3/8 DR X 5/8 SPARK/STRTS	000000	4.99
		I-832061845	101-4310-425	REPAIRS	(2) TOP COAT CHASSIS BLA/STRTS	3 000000	51.38
		I-832062082	101-4310-426	SUPPLIES	KIT JET-WINDSHIELD WASHER/STR	000000	40.30
		I-832062088	101-4310-425	REPAIRS	HOSE CONNECTOR/STRTS	000000	9.13
		I-832062415	101-4310-425	REPAIRS	(2) SNOWDRIVER/STRTS	000000	29.98
		I-832062452	101-4310-425	REPAIRS	FUEL FILTERS-FILTERS/STRTS	000000	197.59
		I-832062454	101-4310-426	SUPPLIES	WIX FILTER/STRTS	000000	30.00
01-3294	DAKOTA FLUI	D POWER INC.					

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 310 STREETS

Section 4 Item a.

PAGE: 10

BANK: FNBAP

BUDGET '	ТΟ	USE:	CB-CURRENT	BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-3314		======================================		========			
		I-827616	101-4310-426	SUPPLIES	11/9/25-12/8/25 CONTRACT	000000	25.64
01-3438	BLACKSTRAP	, INC.					
		I-159566	101-4310-426	SUPPLIES	33.59 TON BL MAGIC SALT/STRTS	000000	6,046.20
		I-159793	101-4310-426	SUPPLIES	32.74 TON BLACK MAGIC SALT/ST	'R 000000	5,893.20
01-3974	HI-VIZ SAFI	ETY WEAR, LLC					
		I-101571	101-4310-426	SUPPLIES	HI-VIZ SAFETY WEAR/STRTS	000000	245.35
01-4326	IWORQ						
		I-214439	101-4310-422	PROFESSIONAL	FLEET MGMT/PUB WORKS	000000	1,950.00
01-4711	AMAZON CAP	ITAL SERVICES					
		I-1DTD-WT4P-MWN1	101-4310-426	SUPPLIES	SIDE STEP RUNNING BOARDS/STRI	'S 000000	265.99
01-5451	PRINCIPAL I	LIFE INSURANC					
		I-1201225-123125	101-4310-415	GROUP INSURAN	I LIFE INSURANCE	000000	29.65
01-5481	WESTERN PE	AKS LOGISTICS					
		I-7108WPL-76102	101-4310-422	PROFESSIONAL	HOSE REEL DELIVERY/STRTS	000000	19.22
				DEPARTMENT 3	110 STREETS	TOTAL:	23,099.45
01-5503	WEST RIVER	SOLID WASTE					
		I-27308 11/30/25	101-4320-422	PROFESSIONAL	NOVEMBER RESIDENTIAL GARBAGE	000000	13,816.80
				DEPARTMENT 3	20 SANITATION	TOTAL:	13,816.80
01-4268	BLACK HILLS	S MONUMENT CO					
		I-1695	101-4370-422	PROFESSIONAL	MARKERS APRIL ROSE-AL BELL/PA	R 000000	1,000.00
					70 OAKRIDGE CEMETERY		1,000.00
01-0433	WELLMARK B	LUE CROSS BLU					
		I-12/01/25	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	5,608.12
01-0467	CULLIGAN O	F THE BLACK H					
		I-0025154	101-4520-426	SUPPLIES	(5) 5 GALL BOTTLED WATER/PARK	as 000000	36.25
01-0578	WATERS HAR	DWARE					
		I-13134	101-4520-426	SUPPLIES	BOLTS-SCREWS-STOP-WASH/PARKS	000000	57.10
		I-13309	101-4520-426	SUPPLIES	VALVE-NIPPLE-ADAPTER-ELBOW/PR	K 000000	75.13
		I-13336	101-4520-426	SUPPLIES	ELBOW-CPLING-NIPPLE-UNION/PAR	K 000000	44.73
		I-13390	101-4520-426	SUPPLIES	BOLTS & SCREWS/PARKS	000000	5.04
		I-13508	101-4520-426	SUPPLIES	(2) TC6 LED MLTREEL LIGHT/PAR	K 000000	39.98

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 11

VENDOR ======	NAME	ITEM # 	G/L ACCOUNT NAME	=========	DESCRIPTION	CHECK#	TNUOMA
01-0578	машере нарры	ADE gontinuo	لم.				
01-0376	WATERS HARDW	ARE continue I-13523	101-4520-425	REPAIRS	CONLAG SCREWS/PARKS	000000	44.99
		I-13525	101-4520-425	SUPPLIES	BP;TS-SCREWS-STEM CASTER/PARKS		10.88
		I-13589	101-4520-426		LIGHTS-CORD-OUTLET/PARKS	000000	73.96
		I-13611	101-4520-426	SUPPLIES SUPPLIES	(3) 2X4-8 1650 MSR/PARKS	000000	19.47
		I-13642	101-4520-426	SUPPLIES	GRAY OUTLET ADAPTER/PARKS	000000	1.79
01-0782	JACOBS PRECI	SION WELDIN					
		I-32207	101-4520-425	REPAIRS	REPAIR CEMETERY FENCE/PARKS	000000	242.90
01-1653	AUTO VALUE C	ENTRAL CITY					
		I-832061215	101-4520-426	SUPPLIES	BATTERY-FILTER-15W40/PARKS	000000	194.47
		I-832061532	101-4520-425	REPAIRS	TURN SIGNAL/PARKS	000000	105.11
		I-832061587	101-4520-425	REPAIRS	SWITCH ASSY-3/8 DR 6 PT/PARKS	000000	74.63
		I-832061633	101-4520-425	REPAIRS	SOCKET-TURN LIGHT-MOUSE/PARKS	000000	39.21
		I-832061693	101-4520-426	SUPPLIES	(3) 5 QT PM 5W20 SYNTHET/PARKS	000000	71.97
		I-832061824	101-4520-426	SUPPLIES	15w40 ROTELLA-HD OIL FARM/PARK	000000	62.57
		I-832062157	101-4520-426	SUPPLIES	BULK BATTERY-WELDING- 50 AMP/P	000000	119.54
		I-832062242	101-4520-426	SUPPLIES	10 GA RED PRMRY WIRE/PARKS	000000	6.88
		I-832062667	101-4520-426	SUPPLIES	US 440 SERIES/PARKS	000000	17.99
01-3314	CENTURY BUSI	NESS PRODUC					
		I-827616	101-4520-426	SUPPLIES	11/9/25-12/8/25 CONTRACT	000000	25.63
01-3974	HI-VIZ SAFET	Y WEAR, LLC					
		I-101571	101-4520-426	SUPPLIES	HI-VIZ SAFETY WEAR/WATER	000000	480.70
01-3977	ACE HARDWARE	OF LEAD					
		I-044411	101-4520-426	SUPPLIES	PLAT C6 LIGHTS 50 CT/PARKS	000000	73.56
		I-044412	101-4520-426	SUPPLIES	(12) PIPE CPVC 1/2"X10'/PARKS	000000	97.08
		I-044509	101-4520-426	SUPPLIES	LIGHTS-ICICLE-TIMER/PARKS	000000	80.85
		I-044511	101-4520-426	SUPPLIES	PLASTIC BUCKET-LID/PARKS	000000	79.24
01-4317	VIGILANT BUS						
		I-4217	101-4520-422	PROFESSIONAL	PRE-EMPLOYMENT, TESTING	000000	56.50
01-4696	RUNNING SUPP	LY INC.					
		I-11/30/25 STATEMENT	101-4520-433-03	CIP - GORDON	CONCRETE MIX DOG PARK/PARK	000000	103.80
01-4711	AMAZON CAPITA	AL SERVICES					
		I-1CRT-YH19-N3WQ	101-4520-425	REPAIRS	SCRAPER-ROLLER SKID-AUGER/PRKS	000000	150.97
01-5451	PRINCIPAL LI	FE INSURANC					
		I-1201225-123125	101-4520-415	GROUP INSURAN	LIFE INSURANCE	000000	32.31
	PARIS SUPPLY	LLC					
01-5501	IIIKIO DOITEI	I-2506425	101 4500 405		STEEL DUMP INSERT-GUARD/PARKS	000000	

DEPARTMENT 520 PARKS

TOTAL: 13,423.20

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 12

VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-0418	BLACK HILLS PIONEER					
	I-636 - 2025	101-4640-423	PUBLISHING	NOH - CUP - 388 MAIN ST	000000	24.73
	I-647 - 2025	101-4640-423	PUBLISHING	NOH - CUP - 308 MAIN	000000	25.72
	I-733 - 2025	101-4640-423	PUBLISHING	NOH - CU[ - 388 MAIN ST	000000	23.74
	I-734 - 2033	101-4640-423	PUBLISHING	NOH - CUP - 308 MAIN	000000	24.24
01-0433	WELLMARK BLUE CROSS BLU					
	I-12/01/25	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	672.89
01-0966	PETTY CASH-FINANCE OFFI					
	I-12092025	101-4640-422	PROFESSIONAL	REIMBURSE FINANCE	000000	30.00
01-1786	PETTY CASH/HISTORIC PRE					
	I-120425	101-4640-422	PROFESSIONAL	ROD LEGAL CORRECT. STAGE RUN	000000	1.00
	I-120425	101-4640-422	PROFESSIONAL	ROD N.W.R.R. DOCS-DAYS OF '7	6 000000	16.00
	I-120425	101-4640-422	PROFESSIONAL	DOC HOLIDAY CEASE OP. LETTER	000000	10.48
	I-120425	101-4640-422	PROFESSIONAL	555 MAIN SURVEY	000000	2.00
	I-120425	101-4640-422	PROFESSIONAL	VARIOUS PLATS	000000	6.00
01-3062	MARTINISKO, JOHN					
	I-2025-7	101-4640-422	PROFESSIONAL	JUL-DEC COMMISS. PAY	000000	315.00
01-3314	CENTURY BUSINESS PRODUC					
	I-827616	101-4640-426	SUPPLIES	11/9/25-12/8/25 CONTRACT	000000	25.64
01-4614	KEEHN, JOSH					
	I-2025-8	101-4640-422	PROFESSIONAL	JUL-DEC COMMISS. PAY	000000	245.00
01-4756	BRUCE, DAVID					
	I-2025-10	101-4640-422	PROFESSIONAL	JUL-DEC COMMISS. PAY	000000	175.00
01-5071	OWENS, MELVIN KENNETH					
	I-2025-9	101-4640-422	PROFESSIONAL	JUL-DEC COMMISS. PAY	000000	315.00
01-5424	WILLIAMS, JIM					
	I-2025-11	101-4640-422	PROFESSIONAL	JUL-DEC COMMISS. PAY	000000	315.00
01-5451	PRINCIPAL LIFE INSURANC					
	I-1201225-12312	5 101-4640-415	GROUP INSURAN	LIFE INSURANCE	000000	4.97
			DEPARTMENT 6	40 PLANNING AND ZONING	TOTAL:	2,232.41
			FUND 1	01 GENERAL FUND	TOTAL:	137,145.27

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BI	 LUE CROSS BLU	=========		===========	=========	=======
		I-12/01/25	206-4550-415	GROUP INSURAN	WELLMARK BLUE CROSS AND	BLUE S 000000	1,345.78
01-1562	MIDWEST TAR	PE, LLC					
		I-508110944	206-4550-434	COLLECTION DE	DIGITAL SERVICES	000000	194.66
		I-508128120	206-4550-434	COLLECTION DE	DVDS	000000	244.55
01-4625	FIB CREDIT	CARDS					
		I-113025 LIBRARY	206-4550-426	SUPPLIES	SUPPLIES	000000	83.17
01-4711	AMAZON CAPI	ITAL SERVICES					
		I-14XY-L4RK-JY1Y	206-4550-424	PROGRAMMING	PROGRAMMING	000000	99.68
		I-14XY-L4RK-JY1Y	206-4550-426	SUPPLIES	OFFICE SUPPLIES	000000	316.57
		I-1KKC-JPCV-T9N7	206-4550-426	SUPPLIES	BOOKS	000000	43.19
01-5451	PRINCIPAL I	LIFE INSURANC					
		I-1201225-123125	206-4550-415	GROUP INSURAN	LIFE INSURANCE	000000	9.94
				DEPARTMENT 5	50 LIBRARY	TOTAL:	2,337.54
	<b></b>						·
				FUND 2	06 LIBRARY FUND	TOTAL:	2,337.54

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 14

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLU						
		I-12/01/25	209-4510-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	3,028.00
01-0578	WATERS HARDW	VARE					
		I-13033	209-4510-426	SUPPLIES	MASK TAPE-COVER-TRAY LINE/REC	000000	26.97
		I-13317	209-4510-426	SUPPLIES	16V TITANIUM DUSTBUSTER/REC	000000	94.99
		I-13410	209-4510-426	SUPPLIES	35A CARTRIDGE FUSE/REC	000000	37.98
01-3151	KONE CHICAGO	)					
		I-871868132	209-4510-422	PROFESSIONAL	NOV ELEVATOR MAINT/REC	000000	194.81
01-3314	CENTURY BUSI	INESS PRODUC					
		I-827616	209-4510-426	SUPPLIES	11/9/25-12/8/25 CONTRACT	000000	25.63
01-4625	FIB CREDIT (	CARDS					
		I-11/30/25 PUB BLDGS	209-4510-426	SUPPLIES	PIZZA MARCOS PIZZA/REC CENTER	000000	29.03
01-5429	CASTELLAW, F	KOLEY					
1		I-111828	209-4510-422	PROFESSIONAL	REPAIRS TO ZERO RUNNER/REC	000000	140.00
01-5451	PRINCIPAL LI	IFE INSURANC					
		I-1201225-123125	209-4510-415	GROUP INSURAN	LIFE INSURANCE	000000	24.86
l				Ո <del>Ր</del> ԵՃԵՐΜՐԽՐ 5	10 REC CENTER	TOTAL:	3,602.27

FUND 209 BED & BOOZE FUND TOTAL: 3,602.27

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

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

Section 4 Item a.

PAGE: 15

BANK: FNBAP

	BUDGET TO USE: CB-CURRENT BUDG	
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-0475	DEADWOOD CHA					=======	
		I-12125	215-4572-210	VISITOR MGMT	HPC MARKETING	000000	47,530.63
01-2916	FALL RIVER C	OUNTY HISTO					
		I-3255	215-4572-235	VISITOR MGMT	2025 FALL RIVER HISTORY CONF	000000	150.00
01-4625	FIB CREDIT C	ARDS					
		I-113025	215-4572-235	VISITOR MGMT	2026 LEGISLATIVE CALENDAR	000000	20.00
		I-113025	215-4572-235	VISITOR MGMT	2026 LOBBYIST REGISTRATION	000000	40.00
				DEPARTMENT 5	72 HP VISITOR MGMT AND INFORT	OTAL:	47,740.63
 01-0451	RUNGE, MIKE						
		I-12125	215-4573-335	HIST. INTERP.	CITY DIRECTORY	000000	102.93
		I-12125	215-4573-335	HIST. INTERP.	EBAY BOOK	000000	37.40
01-1495	GAYLORD BROS						
		I-2934078	215-4573-335	HIST. INTERP.	ARCHIVE BOXES/LIDS	000000	1,175.82
01-1786	PETTY CASH/H	ISTORIC PRE					
		I-120425	215-4573-335	HIST. INTERP.	USPS MAIL-OUT	000000	7.20
		I-120425	215-4573-335		ROD ARCHIVE BURIALS	000000	1.00
		I-120425	215-4573-335		ROD ARCHIVE BURIALS	000000	2.00
		I-120425 I-120425	215-4573-335 215-4573-335		USPS ARCHIVE MAIL-OUT ARCHIVE MEMBERSHIP GENEOLOGY	000000	1.03 25.00
01-4625	FIB CREDIT C	ARDS					
		I-113025	215-4573-325	HIST. INTERP.	ANCESTRY.COM	000000	238.62
		I-113025	215-4573-325	HIST. INTERP.	ANCESTRY.COM	000000	7.29
		I-113025	215-4573-325	HIST. INTERP.	ANCESTRY.COM	000000	31.26
		I-113025	215-4573-325	HIST. INTERP.	NEWSPAPERS.COM	000000	4.62-
01-5052	AVID4 ENGINE	ERING					
		I-23-123.26	215-4573-340	HIST. INTERP.	CONT-PUB-DISCUSS DWD COORD SYS	000000	472.50
01-5500	STOCKBRIDGE						
		I-2681	215-4573-335	HIST. INTERP.	VINTAGE BASEBALL GLOVES	000000	130.00
					73 HP HISTORIC INTERPRETATIOT	OTAL:	2,227.43
01-0249	GRACE LUTHERAN CHURCH						
		I-120425	215-4575-510	GRANT/LOAN NO	BOILER CIRCULATOR PARTS/LABOR	000000	335.92
01-0429	BLACK HILLS	ENERGY					
		I-POWER 11/25/25	215-4575-505-05	142 SHERMAN S	142 SHERMAN ST - SENIOR CENTER	000000	25.46

12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 16

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-0539	LEAD-DEADWOC	DD SANITARY					
		I-01/01/25 CONSUMPT	215-4575-505-05	142 SHERMAN S	142 SHERMAN ST SENIOR CENTER	000000	0.00
		I-35210002	215-4575-505-05	142 SHERMAN S	CONSUMPTION SENIOR CENTER	000000	22.00
)1-1441	DAYS OF '76,	INC.					
		I-120225	215-4575-510	GRANT/LOAN NO	BLAST EXT/STAIN WALLS/POST	000000	26,310.00
1-4739	WATERS HARDW	JARE-HP PAIN					
		I-11268 /S	215-4575-525	GRANT/LOAN PA	73 SHERMAN	000000	49.90
)1-5395	HOSKINSON CO	ONTRACTING L					
		I-1398	215-4575-515	GRANT/LOAN RE	5 HARRISON RW	000000	34,263.90
				DEPARTMENT 5	75 HP DEADWOOD GRANT AND LOA	TOTAL:	61,022.18
)1-0510	GOLDEN WEST	TECHNOLOGIE					
		I-40001732	215-4576-600	PROFES. SERV.	OFFSITE BKUP WKSTNS	000000	1,015.00
)1-4497	DRINGMAN, PA	ΥT					
		I-112925	215-4576-630	PROFES. SERV.	STAGE RUN HOLIDAY PARTY	000000	43.36
		I-12325	215-4576-630	PROFES. SERV.	STAGE RUN HOLIDAY PARTY	000000	63.66
1-4875	KNIPPER, ANI	TA					
		I-11211671069259401 I-11287519959485851			LED CHRISTMAS LIGHTS 20-PK CHRISTMAS TREAT BOXES	000000	658.20 21.89
				DEPARTMENT 5	76 HP PROFESSIONAL SERVICES	TOTAL:	1,802.11
01-1333	DEADWOOD ELE	CTRIC					
		I-23554	215-4577-730	CAPITAL ASSET	WIRE IN BELL TOWER/HP	000000	5,468.61
01-2744	SKYLINE ENGI	NEERING LLC					
		I-10133	215-4577-735	CAPITAL ASSET	CONT DOCS/BALLFIELD REPL LIGH	T 000000	15,600.00
					77 HP FIXED CAPITAL ASSETS O	TOTAL:	21,068.61
01-0433	WELLMARK BLU	JE CROSS BLU					
		I-12/01/25	215-4641-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	3,266.56
01-0966	PETTY CASH-F						
		I-12092025	215-4641-427	TRAVEL	REIMBURSE FINANCE	000000	30.00
01-1786	PETTY CASH/H						
		I-120425	215-4641-426	SUPPLIES	ROD LEGAL BELLE JOLIE	000000	2.00
		I-120425 I-120425	215-4641-426	SUPPLIES	FAMILY DOLLAR - OFFICE FAN	000000	25.00 7.00
		1 120123	215-4641-426	SUPPLIES	PACKHORSE INN BOSS' DAY ICE	00000	7.00

PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 641 OFFICE HIST. PRES.
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 17

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT	
 01-1827	MS MAIL							
		I-15539	215-4641-423	PUBLISHING	NEWSLETTER/MAIL OUT	000000	713.80	
		I-15544	215-4641-423	PUBLISHING	POSTAGE/SEND 2026 CALENDARS	000000	469.24	
01-3137	ALLEN, JESS	SE						
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	280.00	
01-3314	CENTURY BUS	INESS PRODUC						
		I-827616	215-4641-428	UTILITIES	11/9/25-12/8/25 CONTRACT	000000	25.64	
01-4049	POSEY, BEVE	ERLY						
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	420.00	
01-4326	IWORQ							
		I-214547	215-4641-422	PROFESSIONAL	2026 COMM DEV PKG CODE ENF/HE	000000	1,250.00	
01-4433	WILLIAMS, D	IANA						
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	385.00	
01-4625	FIB CREDIT (	CARDS						
		I-113025	215-4641-426	SUPPLIES	KEVIN MEETING RANDY DIEBERT	000000	42.27	
		I-113025	215-4641-422	PROFESSIONAL	MICROSOFT AZURE	000000	295.43	
		I-113025	215-4641-427	TRAVEL	HP TRAVEL DEB'S FEED STORE	000000	66.13	
01-4632	SANTOCHI, TREVOR							
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	420.00	
01-4717	DIEDE, LEO							
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	385.00	
01-4875	KNIPPER, AN	ITA						
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	315.00	
01-5169	BROWN, MOLLY	Y						
		I-2025-03	215-4641-422	PROFESSIONAL	JULY-DEC COMMISS. PAY	000000	350.00	
01-5451	PRINCIPAL L	IFE INSURANC						
		I-1201225-123125	215-4641-415	GROUP INSURAN	N LIFE INSURANCE	000000	18.14	
				DEPARTMENT 6	541 OFFICE HIST. PRES.	TOTAL:	8,766.21	
				FUND 2	215 HISTORIC PRESERVATION	TOTAL:	142,627.17	

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR NAME ITEM # G/L ACCOUNT NAME

VENDOR SET: 01

FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

PAGE: 18

BUDGET TO USE: CB-CURRENT BUDGET

======= 01-5395	HOSKINSON CONTRACTING L I-1398-2			DUE FROM OTHE 5 HARRISON RW - CURE		13,486.04
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	13,486.04
01-0558	NHS OF THE BLACK HILLS					
	I-2025-11	216-4653-422	PROFESSIONAL	SERVICE CONTRACT 11/25	000000	3,500.00
01-1496	LAWRENCE CO. REGISTER O					
	I-121025	216-4653-960	CLOSING CO	REC FEE 97 FOREST HERDT	000000	30.00
	I-121025-2	216-4653-960	CLOSING CO	REC FEE 57 LINCOLN TRENTZ	000000	30.00
01-3062	MARTINISKO, JOHN					
	I-1055	216-4653-962-03	WINDOWS GRAN	I 53 TAYLOR ST MARTINISKO	000000	800.00
			DEPARTMENT (	653 REVOLVING LOAN	TOTAL:	4,360.00
						45 046 04
I			FUND 2	216 REVOLVING LOAN	TOTAL:	17,846.04

DESCRIPTION

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-0433	WELLMARK B	======================================				=======	
		I-12/01/25	602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,005.11
01-0539	LEAD-DEADW	OOD SANITARY					
		I-12/01/25 EQR	602-4330-422	PROFESSIONAL	DECEMBER EQR/WATER	000000	19,847.80
01-0578	WATERS HAR	DWARE					
		I-12929	602-4330-425	REPAIRS	PSI PRESSURE GUAGE/WATER	000000	12.99
		I-13034	602-4330-425	REPAIRS	3/8X5 RED BRASS NIPPLE/WATER	000000	14.99
		I-13108	602-4330-425	REPAIRS	BOLTS AND SCREWS/WATER	000000	26.50
		I-13187	602-4330-425	REPAIRS	3/8X5 RED BRASS NIPPLE/WATER	000000	14.99
		I-13292	602-4330-425	REPAIRS	(2) 3/8" FIP CHRM BALL VALVE/W	000000	43.98
		I-13302	602-4330-426	SUPPLIES	BINDER UNIV 1.5"/WATER	000000	3.99
		I-13341	602-4330-425	REPAIRS	(2) BLUE MARKING PAINT/WATER	000000	25.98
		I-13349	602-4330-425	REPAIRS	BRASS NIPPLE-DRIVEWAY MARK/WTR		19.28
		I-13355	602-4330-425	REPAIRS	PRM CLR ADHESIVE/WATER	000000	7.49
		I-13440	602-4330-426	SUPPLIES	27 GAL BLK-YLW STRG TOTE/WATER		13.99
		I-13469	602-4330-426	SUPPLIES	ADAPTER-PVC PIPE/WATER	000000	10.98
		I-13540	602-4330-425	REPAIRS	POLE THERMOSTAT/WATER	000000	35.99
		I-13655	602-4330-425	REPAIRS	(5) 2X6-10 PINE/WATER	000000	54.95
01-0684	NORTHWEST	PIPE FITTINGS					
		I-1556040	602-4330-426	SUPPLIES	(4) TOP FOR 6850 5-1/4/WATER	000000	197.20
01-0782	JACOBS PRE	CISION WELDIN					
		I-32392	602-4330-425	REPAIRS	CUT PLATE WORKBENCH TOP/WATER	000000	206.60
01-1365	SD PUBLIC	HEALTH LAB					
,1 1000	05 105210	I-10623939	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	40.00
01-1424	SOUTHSIDE		600 4000 405				50.00
		I-0063047	602-4330-425	REPAIRS	(2) TIRE PATCH-VALVE STEM/WTR	000000	50.00
01-1467	SD ASSN. O	F RURAL WATER					
		I-20235	602-4330-422	PROFESSIONAL	2026 ANNUAL DUES CLS B MEMBER	000000	590.00
01-1653	VIILO AVIILE	CENTRAL CITY					
01 1000	AUTO VALUE	I-832061602	602-4330-425	REPAIRS	(2) FITTING/WATER	000000	21.98
01-1827	MS MAIL						
		I-15539-A	602-4330-426	SUPPLIES	UTIL BILLING - NOV FOR OCT	000000	429.18
01-3314	CENTURY BU	SINESS PRODUC					
		I-827616	602-4330-426	SUPPLIES	11/9/25-12/8/25 CONTRACT	000000	25.63
01-3736	METERING s	TECHNOLOGY S					
01 2/20	ADITACION &	I-INV9441	602-4330-434	MACHINERY/EQU	MOB INT SYSTEM RECEIVE KIT/WTR	000000	17,858.00
01-3974	HI-VIZ SAF	ETY WEAR, LLC					

PAGE: 19

Section 4 Item a.

12/12/2025 12:20 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

TOTAL: 48,563.26

PAGE: 20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3974	HI-VIZ SAFET	Y WEAR, LLC continue I-101571		SUPPLIES	HI-VIZ SAFETY WEAR/WATER	000000	245.35
01-4326	IWORQ	I-214439	602-4330-422	PROFESSIONAL	PUB WORKS PKG/WATER	000000	2,150.00
01-4696	RUNNING SUPP	LY INC.					
		I-11/30/25 STATEMENT	602-4330-426	SUPPLIES	CARHART SEAT COVER/WATER	000000	169.98
01-4721	TOWEY DESIGN		602-4330-437	CAPITAL OUTLA	CONSTR SRVCS/HWY 85 DRK WTR EX	000000	3,953.10
01-5052	AVID4 ENGINE						
		I-23-123.26	602-4330-422	PROFESSIONAL	UTILITY UPDATES/WATER	000000	67.50
01-5074	DAKOTA PUMP	INC I-12526	602-4330-425	REPAIRS	TEMP ANTENNA INSTALLED/WATER	000000	403.74
01-5451	PRINCIPAL LI	FE INSURANC					
		I-1201225-123125	602-4330-415	GROUP INSURAN	LIFE INSURANCE	000000	15.99

DEPARTMENT 330 WATER

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES DEPARTMENT: 580 HISTORIC CEMETERIES Section 4 Item a.

BANK: FNBAP

PAGE: 21

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3785	TALLGRASS I	JANDSCAPE ARC					=======
		I-2025-121	607-4580-425	REPAIRS	CONSTR DOCS/MM 2026 PROJECT	s 000000	1,278.00
		I-2025-173	607-4580-425	REPAIRS	CONSTR DOCS/2026 MM PROJECT	S 000000	1,000.00
01-3838	BLUEPEAK						
		I-PHONE 11/21/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 7801	000000	164.91
		I-PHONE 11/21/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 5801	000000	50.53
		I-PHONE 11/21/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 6501	000000	135.62
01-4625	FIB CREDIT	CARDS					
		I-113025	607-4580-422	PROFESSIONAL	MICROSOFT AZURE	000000	295.43
				DEPARTMENT	580 HISTORIC CEMETERIES	TOTAL:	2,924.49
				FUND	607 HISTORIC CEMETERIES	TOTAL:	2,924.49

12/12/2025 12:20 PM

REGULAR DEPARTMENT PAYMENT REGISTER

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DESCRIPTION

G/L ACCOUNT NAME

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM #

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

PAGE: 22

01-0966	PETTY CASH-F	INANCE OFFI I-12092025	610-3362-631	REVENUES-TRAN	REIMBURSE FINANCE	000000	10.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	10.00
01-0433	WELLMARK BLU	E CROSS BLU					
		I-12/01/25	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	4,928.44
01-0508	GALLS, LLC						
		I-0332232509	610-4360-426	SUPPLIES	FLEECE LINER-TACT PANTS/P&T	000000	102.39
01-0578	WATERS HARDW.	ARE					
		I-13398	610-4360-426	SUPPLIES	PARACORD-LIGHTER/P&T	000000	19.98
		I-13484	610-4360-426	SUPPLIES	100 PK DSP GLOVE/P&T	000000	16.99
01-0598	SUMMIT SIGNS	AND SUPPLY					
		I-68654	610-4360-426	SUPPLIES	(4) 12X18 NO PARKING SIGNS/P&	T 000000	130.00
01-3156	BRANDON INDU	STRIES INC.					
		I-2020669-IN	610-4360-426	SUPPLIES	FINAIL-BASE-POLE-SIGN/P&T	000000	777.00
01-4766	IPS GROUP IN	С					
		I-INV118807	610-4360-422-02	PROFESSIONAL	NOV CC TRANS-GATE-WIRELSS FEE	s 000000	1,641.53
		I-INV118924	610-4360-422-02	PROFESSIONAL	NOV PEMS-PTMS FEES/P&T	000000	3 <b>,</b> 557.79
		I-INV119129	610-4360-426	SUPPLIES	7" PAPER-CARD READER/P&T	000000	2,293.41
01-4842	WESTERN CONS	TRUCTION					
		I-PAYAPP #5 12/01/25	610-4360-437	CAPITAL OUTLA	DEADWOOD HILL PARKING LOT	000000	113,399.03
01-5451	PRINCIPAL LI	FE INSURANC					
		I-1201225-123125	610-4360-415	GROUP INSURAN	LIFE INSURANCE	000000	17.40
				DEPARTMENT 3	60 PARKING/TRANSPORTATION	TOTAL:	126,883.96
	WELLMARK BLU						
		I-12/01/25	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	2,350.25
01-0578	WATERS HARDW.	ARE					
		I-13525	610-4361-426	SUPPLIES	ADHESIVE FASTENER/TROLLEY	000000	12.99
01-1354	INLAND TRUCK						
		I-IN-1914589	610-4361-426	SUPPLIES	(6) VELVAC COMP PRES SW/TROLI	E 000000	75.24
01-1503	BLACK HILLS	SPECIAL SER					
		I-40315	610-4361-422	PROFESSIONAL	NOVEMBER CLEANING/TROLLEY	000000	1,300.00
01-1653	AUTO VALUE C	ENTRAL CITY					

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 361 TROLLEY DEPARTMENT

Section 4 Item a.

BANK: FNBAP

PAGE: 23

BUDGET TO USE: CB-CURRENT BUDGET			

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1653	AUTO VALUE (	CENTRAL CITY continue	ed				
		I-832061229	610-4361-426	SUPPLIES	(16) SPARKPLUGS/TROLLEY	000000	80.80
		I-832061742	610-4361-426	SUPPLIES	ENGINE OIL DRAIN PLUG/TROLL	EY 000000	4.99
01-4317	VIGILANT BUS	SINESS SOLUT					
		I-4217	610-4361-422	PROFESSIONAL	PRE-EMPLOYMENT, TESTING	000000	809.00
01-4625	FIB CREDIT (	CARDS					
		I-113025	610-4361-422	PROFESSIONAL	MICROSOFT AZURE	000000	295.43
		I-113025 FINANCE	610-4361-426	SUPPLIES	USPS	000000	29.89
)1-4711	AMAZON CAPI	TAL SERVICES					
		I-1KLH-TWMQ-J1Q7	610-4361-426	SUPPLIES	CALENDAR/TROLLEY	000000	12.97
01-4857	VERIZON CONI	NECT					
		I-605000075944	610-4361-422	PROFESSIONAL	NOV TRACK-VIDEO/TROLLEY	000000	219.75
01-5277	TIMECLOCK P	LUS, LLC					
		I-INV00447000	610-4361-422	PROFESSIONAL	HUMANITY LICENSE OVERAGES	000000	250.00
01-5451	PRINCIPAL L	IFE INSURANC					
		I-1201225-123125	610-4361-415	GROUP INSURAN	LIFE INSURANCE	000000	7.46
				DEPARTMENT 3	61 TROLLEY DEPARTMENT	TOTAL:	5,448.77
 01-0429	DIACK HITTC	EMEDOV					
J1-0429	BLACK HILLS		610-4362-428	UTILITIES	20 WABASH ST LIGHTS	000000	29.60
11 0422	MELLMADE DI	TE CDOCC DITI					
01-0433	WELLMARK BL	UE CROSS BLU I-12/01/25	610-4362-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLU	E S 000000	672.89
)1-0578	WATERS HARD	NARE I-12938	610-4362-426	SUPPLIES	WET JET PAD-STARTER KIT/RAM	P 000000	41.98
01-3151	KONE CHICAGO		610 4262 422	DDODDGGTONAT	NOW BURNINGS WATER DAMP	000000	104.00
			610-4362-422 610-4362-425	REPAIRS	NOV ELEVATOR MAINT/RAMP ELEVATOR INSTALL/RAMP	000000	194.82 56,138.56
1 2020							
)1-3838	BLUEPEAK	I-TELEPHONE 11/21/25	610-4362-428	UTILITIES	PARKING RAMP	000000	182.33
11_1711	AMAZON CAPI	TAI CEDVITOEC					
,	INTIDON CAFT.	I-16MQ-XDPD-LFVY	610-4362-426	SUPPLIES	WET JET MOP-REFILL/RAMP	000000	54.98
11-5451	PRINCIPAL L	TEE INSIDANC					
,1 0101		I-1201225-123125	610-4362-415	GROUP INSURAN	LIFE INSURANCE	000000	4.97
				DEPARTMENT 3	62 BROADWAY GARAGE	TOTAL:	57,320.13
							41
				FUND 6	110 PARKING/TRANSPORTATION	TOTAL:	189,662.86

12/12/2025 12:20 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07311 COMBINED - 12/16/25

VENDOR SET: 01

: 723 NICKEL CITY SLOT PAYMENT FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 24

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01 0570	an aa.a.					

01-0579 SD COMMISSION ON GAMING

I-12/10/25 723-4000-429 OTHER CITY SLOTS - PYMT 6, YR 2 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: 577,095.26

# **RESOLUTION NO. 2025-31** TO DECLARE THE FOLLOWING SURPLUS PROPERTY

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Firearm Glock G22	Serial #: VZC348
Firearm Sig Sauer SP2022	Serial # 24B162962
Firearm Sig Sauer P226	Serial # 47A190708
Firearm Sig Sauer P226	Serial # 47A190673
Firearm Sig Sauer P226	Serial # 47A190678
Firearm Sig Sauer P226	Serial # 47A190680
Firearm Sig Sauer P226	Serial # 47A190685
Firearm Sig Sauer P226	Serial # 47A190688
Firearm Sig Sauer P226	Serial # 47A190709
Firearm Sig Sauer P226	Serial # 47A190681
Firearm Sig Sauer P226	Serial # 47A190683
Firearm Sig Sauer P226	Serial # 47A190692
Firearm Sig Sauer P226	Serial # 47A190704
Firearm Sig Sauer P226	Serial # 47A190707
Firearm Sig Sauer P226	Serial # 47A190682
Firearm Sig Sauer P226	Serial # 47A190689
Firearm Sig Sauer P226	Serial # 47A190703
Magnum Abdominal Machine	Serial #11008
Magnum Lat Pull Down Machine	Serial #20581
Electric Brown Couch	
Fly/Pec Machine	
Fit Interactive Excergame – Heavy 1	Ball
Nautilus – Dip/Leg Raise	
Dated this 15th day of December, 2025.	
	City of Deadwood
	- <u></u>
	Charlie Struble-Mook, Mayor
ATTEST:	
Jessicca McKeown, Finance Officer	

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:** December 10, 2025

**To:** Deadwood City Commission

**From:** Kevin Kuchenbecker, Historic Preservation Officer

**Re:** Permission to Hire Contractor for 85 Charles St. Roof Repair

As part of the next phase of the restoration for 85 Charles Street we have received quotes from Weather Tite Exteriors, LLC, Full Curl Roofing and Black Hills Roofing for repairing the roof. The lowest quote is from Weather Tite Exteriors, LLC in the amount of \$15,394.36.

The Historic Preservation Commission reviewed the quotes given verbally by staff and recommends hiring Weather Tite Exteriors for the repair of the roof to be paid out of the Capital Assets Budget for an amount not to exceed \$15,394.36.

**Recommended Motion:** Move to approve hiring Weather Tite Exteriors for the repair of the roof at 85 Charles Street to be paid out of the Capital Assets Budget for an amount not to exceed \$15,394.36.



**Project Proposal** 

SD Weather-Tite Exteriors 1700 Seger Drive Rapid City, SD 57701 (605) 939-0208

Matt Dietz (605) 430-6750 matt@weathertite.com Contact: Bonnie 85 Charles St Deadwood, SD 57732

Estimate No: 48872 Estimate Date: 11/17/2025

<sup>1</sup>SD Contractors Excise Tax (2.0410 %)

Total:

Item Name	Description	Qty	Price	Amount
RFG Replace Shingles Highlande	Replace Lifetime Architectural Asphalt Shingle Roof System- UL 2218 Class 3 impact resistant. Includes the proper waste factor.  Brand: Malarkey Line: Highlander Color: TBD	24.00	\$551.30	\$13,231.20 <sup>11</sup>
SDG RFG - Sheathing	Replace Sheathing where needed and delete skylight - 7/16" OSB * Per Piece (4'x8')	4.00	\$72.00	\$288.00 <sup>11</sup>
Delete				
Custom Item	Custom bent flashing along sidewall.	1.00	\$272.00	\$272.00 11
RFG High	Additional for High Roof - 2 stories	9.00	\$24.75	\$222.75 11
RFG Shingles Steep	Additional for Shingles - Steep - up to 9:12	13.00	\$82.50	\$1,072.50 <sup>11</sup>
		Sub 1	ōtal:	\$15,086.45

\$307.91

\$15,394.36

Section 6 Item k.

Comments:

## Weather-Tite Exteriors has got you covered:

- Up to 10 Year Workmanship Warranty
- · Clean Up of Premises Will Include:
  - Removal of All Debris Promptly
  - Remove Nails W/Magnetic Roller
  - Protect All Plants and Shrubbery
  - o Cover and protect pools/spas
  - o Blow Out All Gutters of Loose Debris
  - o Blow/Sweep Decks, Sidewalks, Driveways and Parking Lots

## **TERMS AND CONDITIONS**

## 1. CHANGE ORDER

Any alteration or deviation from contract specifications will require the execution of a Change Order. It is agreed that all terms and conditions of this Agreement shall apply equally to additional work added to this Agreement in the form of a Change Order. No repair work or alterations shall be done, except as specified and expressly agreed to by Contractor and Owner in writing. Work required under a Change Order will not begin until full payment of the Change Order is made by Owner. Further, if Contractor encounters any unforeseen conditions during the course of the Work, it shall promptly notify Owner and Changes in the Work, if any, shall be made by written Change Order.

## 2. OWNER RESPONSIBILITIES

Unless otherwise specified, Contractor's price is based upon Owner's representation that there are no conditions preventing Contractor from proceeding with the usual installation procedures for the materials required under this Agreement. Owner represents that personal effects, personal property and plants will be relocated or trimmed prior to the beginning of work so that Contractor has free access to free portions of the premises where work is to be done. Owner authorizes Contractor to use Owner's electricity for work to be completed under this Agreement. Owner further understands that as a precautionary measure all pictures and wall accessories that are not securely fastened should be removed until all work has been completed. Owner shall carry premises liability insurance. If necessary for the work, Owner shall secure permission to work on or over adjoining property at no cost to Contractor. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from access through adjacent properties. Owner grants Contractor and its employees the right to perform contracted services during daylight hours from Monday through Saturday between 7 a.m., and 9 pm, unless otherwise specified by Owner.

## 3. NON-RESPONSIBILITY

Contractor shall not be responsible for any damage occasioned by the Owner or their agents, rain, windstorm, Acts of God or other causes beyond the control of Contractor. Contractor is not liable for any act of negligence or misuse of the Property by the Owner or any other party. Contractor shall not be responsible for damage to existing, shrubs, lawns, trees, unless otherwise specified in this Agreement. Contractor is not responsible for delays caused by strikes, weather, accidents, or other events beyond Contractor's control. Except through negligence, Contractor is not liable for damages to interior fixtures, drywall, plaster wall construction, decorations, or to other parts of premises or its contents. Contractor shall have no responsibility for correcting any existing defects which may be recognized during the course of the work or hidden or latent conditions of the property. Contractor is not responsible for work done by others, existing structural defects, materials furnished by Owner, dry rot, ice dams, or existing code violations.

## 4. ADVERTISING

Owner grants Contractor the right to display advertising signs on the premise from the date of contracting through thirty (30) days following completion of work. Owner further gives Contractor permission to take pictures or video of premises before and after completion of the project for use in Contractor advertising. Owner grants to Contractor the right to use any correspondence directed to Contractor concerning the work in Contractor's advertising promotion.

# 5. PAYMENTS

Contractor shall be entitled to prompt payment in accordance with this Agreement. Contractor shall have the right to stop work and keep the job idle if any payment in accordance with this Agreement is not made when due. In the event Owner does not pay Contractor according to the terms of this Agreement, Contractor may add a monthly service charge of one and a half percent (1.5%) of the balance owed, up to the extent allowed by law.

## Payment Schedule:

A. Mobilization payment: 50% of contract total

Due: Upon Signing

B. Final Payment: Balance of contract total (remaining 50% plus/minus net change orders)

Due: Within 7 days of substantial completion

If the Project includes multiple trades and/or phases, Contractor may opt to invoice for final payment for each trade/phase as each is completed. In such case, each trade/phase individually will be subject to the Terms herein.

Date of substantial completion is defined as the date when Contractor notifies Owner that the project is complete and submits final invoice. If Owner deems and Contractor agrees there is work yet to be done, or work that is insufficient or unsatisfactory, this work will be itemized in a "Punch List". Creation of a Punch List does not void or change the due date of the Final Payment. Late payments are subject to a 1.5% per month late fee.

## 6. DISPUTES

It is specifically understood and agreed between the parties hereto that an event of a dispute over any of the terms, conditions or clauses contained herein the courts of Pennington County, South Dakota shall have full and exclusive jurisdiction over the matter. Owner agrees that if Contractor shall prevail in an action against Owner, Owner shall be responsible for any collection costs and attorney fees incurred by Contractor.

Owner warrants that this Agreement is signed without any reliance upon any representations or promises by Contractor, or its agents, except those that are specifically written in this Agreement; and that no additional promises or representations have been offered as inducement for signing.

## 7. PROJECT TIMING

Section 6 Item k.

Contractor agrees to diligently endeavor to complete the work promptly. However, Owner acknowledges that any date is only an estimate and is subject to change due to many factors including, but not limited to: (i) changes in the work requested by Owner; (ii) delays in receiving materials specified; (iii) delays resulting from acts of God or adverse weather conditions; (iv) delays caused by shortages of labor, materials or equipment; and (v) other causes reasonably beyond Contractor's control. Owner agrees that the schedule for completing the Improvements represents Contractor's good faith estimate and Contractor will not be liable to Owner for delays in completion of the work under this Agreement. Estimated completion date for this project: 365 days from the date this agreement is signed.

## 8. MATERIALS

All products are warranted upon delivery or installation against defects in material and workmanship and no other warranties or guaranties, expressed or implied are authorized unless in accordance with a standard written manufacturer's warranty held by purchaser. Materials listed above that are special ordered or custom made for the work under this Agreement cannot be changed, cancelled, modified or discharged in whole or in part by the Owner once orders for such materials are placed. Owner agrees to be responsible for any costs associated with the return or re-ordering of such event. Any materials not used in the performance of this agreement remain the property of the contractor, whether or not delivered to the job site.

## 9. COVID-19 DISCLAIMER & NOTICE

By inviting us to inspect your home, work on your home, visiting our office, or otherwise engaging in business with or coming into contact with us, you acknowledge and agree you are willingly doing so of your own accord and that Weather-Tite Exteriors, its staff, employees, subcontractors, inspecting authorities, and suppliers assume no liability or responsibility for the spread or receiving of COVID-19, or for any other illness/disease/state of ill-being occurring during or after such contact. This is your notice that any guidelines/suggestions given or published in any state or method do not serve as mandates for the general public and therefore it is with the understanding that any participation in any activity or contact is under each person's own comfort and personal risk.

Job Shutdown due to COVID-19 or other health concern not issued by a government entity or for a quarantine isolation order will be added to the base bid at an hourly rate per employee per day to include overhead and profit, this includes costs of rented equipment. Also, each day of shutdown will add each day to the completion date should liquidated damages apply. We accept no liability for manufacturing and product/material delays due to COVID-19.

### . 10. ESCALATION

In the event of a delay or price increase of material, equipment, or energy occurring during performance of the contract through no fault of the Contractor, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents.

## 11. SOUTH DAKOTA CUSTOMERS

Tax added to subtotal is South Dakota Contractors Excise Tax of 2.041% on all labor and materials furnished by a contractor. This tax is also applicable to any materials furnished by our customer. If you are a general contractor and provide us with a Prime Contractors Exemption certificate prior to invoicing, this tax will be waived and removed from your final invoice.

## 12. ARIZONA CUSTOMERS

Property owner has the right to file a written complaint with the Registrar of Contractors for an alleged violation of section 32-1154, subsection A. Complaints must be made within the applicable time period as set forth in section 32-1162, subsection A. The Arizona ROC can be reached at(602) 542-1525 or https://roc.az.gov/.

Weather-Tite Exteriors is not responsible for pre-existing structural conditions such as wood rot, deck deflection, existing code violations, or conditions unobservable during estimation.

Buyers agree they have seen, read and understand all terms & conditions of this contract & agree to be bound by same. A lien waiver, warranty and receipt will be provided upon request and with full payment. You may cancel this contract at any time, for any reason, within four business days after signing this contract.

"The above prices, specifications and conditions are satisfactory and are hereby accepted. Weather-Tite Exteriors is authorized to do the work as specified. Payment will be made as outlined in the Terms and Conditions. I certify that I am the owner or an authorized representative of the property subject to the above repairs and that I have the authority to enter into this agreement on behalf of said property."

Property Owner Signature	Date
Weather-Tite Representative Signature	Date

# BLACK HILLS INDUSTRIES, INC.

1840 SAMCO RD PO BOX 7740 SD 57709

# **Estimate**

Date	Estimate #
11/18/2025	331

Name / Address
City of Deadwood 605-578-2082 bonny@cityofdeadwood.com



Project

Item	Description	Amount
85 Charles St.	House  Tear off existing roof to wood deck (1 layer) 8/12-4/12  Apply new drip edge-gutter apron  Apply ice and water to eaves and valleys  Apply new synthetic felt to surface  Apply new pipe jack flashing  Apply new valley metal  Plug existing skylight opening  Apply new step-flashing along garage-house wall  Apply new Malarkey Vista class IV shingles (29.66 sq. with ridge and starter)  Clean up and haul away all debris  Magnet ground around job site  Total labor and materials  *MAY ENCOUNTER UNFORESEEN ISSUES WITH DECKING PRICE TBD  UPON REMOVAL*	17,796.00
City Building Permit	Building Permit Price determined upon acceptance	0.00
Excise Tax	Excise Tax	363.22
	Total	\$18,159.22

EARN A BONUS WITH EVERY REFERAL!

For every qualifing referral, you will receive a \$250 Amazon card as a thank-you for the introduction!

Signature



Full Curl Roofing Admin@fullcurlroofing.com 605-920-8457

11/14/2025 Claim Information

City Of Deadwood 85 Charles St Deadwood, SD 57732 (605) 641-5568

Job: City Of Deadwood

# **Roofing Section**

- Remove existing shingles down to deck.

- Re-nail any loose wood. If decking is found to be soft, rotten, or out of code spec's, it will be replaced at a price of \$60 per sheet (first 2 sheets free).
- Install Plywood above the upstairs bathroom, (Decking is currently missing)

Close in the sky light
 Install 3' of Certainteed WinterGuard ice and water shield at all gutter lines, roof penetrations, and valleys.

- Install Certainteed Roof Runner Synthetic underlayment.

- Install Certainteed SwiftStart Starter Shingles along all gutter lines and rake edges.
- Install Certainteed Landmark Lifetime Dimensional Shingles per specifications using 1 ¼" roofing nails.
- Install Certainteed Shadow Ridge Hip and Ridge Shingles

- Install new box vents.

- Install new pipe and chimney flashings.

- Clean up all job related debris

- Provide 10 yr workmanship warranty and provide owner with a CERTAINTEED SURESTART WARRANTY.
- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process

Roof Decking Tolerances per International Code Council 2018 IBC

Wood planking: Nominal 1" (25 mm) thick (min.) x 6" (152 mm) wide (max.) wood planking, with a maximum 1/8" (3 mm) spacing at the ends and sides and a maximum of 1/4" (6mm) spacing at ends and sides.

For existing older installations, if spacing is > 1/8" (3 mm) but ≤ 1/4" (6 mm), install a double layer of underlayment. If the spacing is greater than 1/4" (6 mm) install a layer of 3/8" (9 mm) minimum thickness, 7/16" (11.1125mm) recommended, C-D Exposure 1 APA Rated, plywood or OSB over the wood planking. There should be no gaps or spaces between the deck boards greater than 1/4" (6mm). If there are gaps or spaces between the deck boards greater than 1/4" (6mm), an approved deck must be installed over the deck boards.

- Estimates/Proposals are good for 30 days, due to current climate of frequent material increases. Proposal amount may not change but will need to be reviewed to insure accurate pricing after 30 days of submittal to client.

## Materials

Certainteed Landmark AR

Certainteed SwiftStart Starter

Certainteed Shadow Ridge

Certainteed WinterGuard Ice & Water

Certainteed RoofRunner Synthetic Underlayment

Drip Edge 2"x4"

IPS Galvanized Steel Base Pipe Flashing - 1 1/4"-4"

Top Shield 750G Galvanized Steel Roof Vent w/ Screen

Top Shield Galvanized Steel Prebent Step Flashing w/ Crimp - 4"x4"x8"

Electro Galvanized Steel Roofing Coil Nails

Plastic Cap Nails

Top Shield Elastomeric Sealant - Plastic Tube (10.1 oz)

Top Shield Roof Accessory Paint (12 oz)

Klauer Galvanized Steel Inside Angle Flashing - 90 Degree - 4"x5" (10')
7/16"x4'x8' OSB
Install Laminated Shingles
Install Plywood
2-Story Access Charge
No Dumpster Access

TOTAL

\$17,382.62

IN MAN AND MAN AND AND AND AND AND AND AND AND AND A	
Estimates are good for 30 days from creation of estimate.	
Estimates do not include any decking repairs, skylights, swamp cooler flashings, or any other roo	f items unless specified within the written estimate
B REFERENCE BY A REPORT AND A STATE OF THE S	
Company Authorized Signature	Date
Ouetomay Cimature	D. 1.
Customer Signature	Date
Customer Signature	Date

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:** December 11, 2025

**To:** Deadwood City Commission

**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer

**Re:** Funding Request for Stagecoach needed repairs

Deadwood Alive has submitted a formal request for funding to aid in the repair costs associated with the Historic Stagecoach. This stagecoach provides rides throughout Main Street and serves as an important attraction, especially during the busy tourist season. Due to its frequent use, ongoing maintenance and repairs are necessary to ensure its continued safe operation and preservation.

Originally, the Historic Preservation Commission owned this vehicle, but due to the potential liability to the City it was given to the Days of 76 Rodeo Committee. Prior to gifting, the repair and upkeep were the responsibility of the commission. Since we contract with Deadwood Alive to ensure the stagecoach is present and operating on Main Street, they are requesting assistance with the ongoing maintenance.

Without timely repairs, the stagecoach risks becoming and could potentially be sidelined during peak visitation periods. Maintaining the integrity of the stagecoach is essential not only for ensuring public safety but also for preserving an important element of Deadwood's living history and visitor experience.

After reviewing the request, the Historic Preservation Commission is recommending approval of the funding in the amount of \$5,000.00. The recommended funds will be allocated from the Public Education line item to support the repairs and upkeep of the Historic Stagecoach.

**RECOMMENDATION:** Move to approve the funding request to Deadwood Alive for repairs to the Historic Stagecoach in the amount of \$5,000.00 to be paid out of the Public Education line item.



December 4, 2025

City of Deadwood Historical Preservation Commission Leo Diede, Chair 102 Sherman Street Deadwood, SD 57732

Dear Leo and the Deadwood Historical Preservation Commission,

We would like to thank you for your on-going funding of Deadwood Alive's mission to bring Deadwood's Old West history to life. Without your support, we would not exist.

As you know, 2026 brings Deadwood's sesquicentennial. One hundred and fifty years of incredible and unique history to share with the world. As one of the most recognizable and historic Old West icons, the famous Deadwood Stagecoach will be travelling with us this January to the Governor's Conference on Tourism. Deadwood Alive will continue the legacy and romanticism of the Deadwood Stagecoach by offering rides during the summer months and it will again race through the arena at the Days of '76 celebration rodeo.

For nearly a decade under Deadwood Alive, tens of thousands of riders and thousands of miles of traveling up and down Historic Main Street have taken its toll on our beloved coach. With extensive repairs currently required, we are making this special request for funding. Repairs include new front wheels and steel tires, front axle, steel tires for the rear wheels, hydraulic brake system rebuild, recovering the seats, repairing worn canvas on front of box and a few minor refurbishing issues.

We have been able to make accommodations in our budget for 2026 to provide some funding for these repairs but have come up \$5,000 short.

We respectfully request funding assistance of \$5,000 from The Deadwood Historical Preservation Commission so that we may continue to provide the unforgettable experience of a ride in the famous Deadwood Stagecoach.

Thank you very sincerely for your consideration of our request.

Andy Mosher

Executive Director Deadwood Alive

# NOTICE OF PUBLIC HEARING FOR STREET CLOSURE FOR NEW YEARS EVE BALL DROP

**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 December 15, 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:**

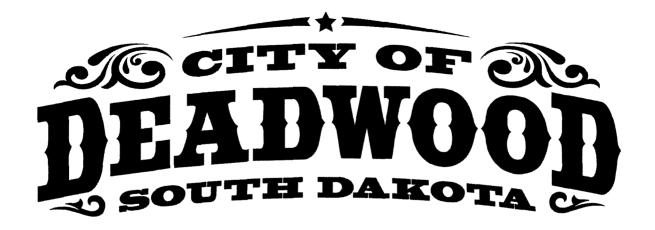
Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2025, to 12:10 a.m. on January 1, 2026 for the New Year's Eve Ball Drop at the Franklin Hotel.

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 1st day of December, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish B.H. Pioneer:	December 4, 2025
For any public notice that Published once a	t is published one time: t the total approximate cost of



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

New Year's Eve Ball Drop

# Instructions:

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

# **EVENT INFORMATION**

	□ Run	□Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
	☐ Street Fair	☐ Triathlon	Other	1		
Event Titl	e: New Yea	r's Eve Ball D	rop			
	_					
Event Dat	te(s): 12/31/2		Total	Anticipated Attend	dance:	
	(m	onth, day, year)	(# of Participa	<b></b>	# of Spectato	2000 v
						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Actual Ev	ent Hours: (fro	<sub>m:</sub> 11:50PM	А	M / PM (to): 12:	10AM	AM / PM
Location ,	/ Staging Area:	Franklin Hote	l Veranda			
Set up/as	sembly/constru	uction 12/27/20	25	Start time: 8:0	MA00	AM / PM
	scribe the scop Veranda	e of your setup /	assembly work (s	pecific details):		
	VOIGHTGG				,	
Dismantle	e Date: 1/2/20	)26	Com	oletion time: 5:00	)PM	AM / PM
List any s	treet(s) requirir	ng closure as a res	ult of this event	Include street na	me(s) day date	and <u>time</u> of closing
		Main Street in fr			me(s), day, date	and time of closing
>	Any request inv		tor vehicles will util	ize Deadwood Street	t and will be barrica	aded at both
>			vehicles (not includ	ing motorcycles) will	park on the north	side of Main
		ill not require stree				
>				d require an entire s		
	Street to direct		be provided at Dead	dwood Street and Ma	ain Street and Wall	Street and Main
>			at the discretion o	f the Event Committ	ee.	
			OPEN CO	NTAINER		
]	https://www	.cityofdeadwo	od.com/planr	ning/page/spec	ial-event-oper	n-container-
			information	-and-maps		
Date:		Times	5:	Zone:		
			s:			
		Times				
		Times				
				Zone:		

Adopted October 6, 2025

	AP	PLICANT AND SPONSORING	ORGANIZATION	INFORMATIO	ÒŃ
		Commercial (for profit)	Noncommercial (no	onprofit)	
Sponso	ring Orga	nization: Silverado/Franklin Hotel			
Chief O	fficer of O	rganization (NAME): Grant Lincoln			
Applica	nt (NAME	E): John Rystrom	Business Phor	ne: 605578-β670	X13
		in Street	Deadwood	SD	57732
			(city)	(state)	(zip code)
Daytime	e phone: (	605 ) 578-3670 Evening Phone	e: ( <u>          )                          </u>	Fax #: (605)	578-1366
	Name: _	ofessional event organizer or event ser o produce this event.		you that is author	
			(city)	(state)	(zip code)
Contact	person " <b>o</b>	n site" day of event or facility use		_Pag <b>er</b> /Cell #:	
Note:	This perso	on must be in attendance for the duration	on of the event and imn	nediately available	e to city officials)
REQUIF	RED:	Attach a written communication from the applicant or professional event or behalf.  FEES / PROCEEL		s Special Event Pe	
NO	YES	Is your organization a "Tax Exempt, no your IRS 501C Tax Exemption Letter to and certifying your current tax exempt Are admission, entry, vendor or participurpose and provide amount(s):	o this Special Event Pe t, nonprofit status). ipant fees required? If	rmit application ( YES, please expla	providing proof

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.
<b>&gt;</b>	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:
	If you intend to cook food in the event area, please specify the method to be used:  GAS □ ELECTRIC □ CHARCOAL □ OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
~	Jersey Barriers and Equipment used for other than safety purposes\$25.00 each
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down
>	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: 12 Trash Containers w / lids:
~	Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Adopted October 6, 2025

		ibe your plan for clean-up and removal of w <sub>v:</sub> The Silverado/ Franklin maintenance			
		out the placed trash cans.			
	Other	Related Event Components not covered abo	ve		
		SAFETY/SECU	RITY / ACCESSIBILIT	Ι¥	
		our procedures for both Crowd Control and ave a security person. Also we weill ha			
	describe y ar Street	our Accessibility Plan for access at your ever		ilities:	
		the applicant's responsibility to comply wit pplicable to this event.	h all City, County, State ar	nd Federal Dis	ability Access
NO Gecurit	YES  Ty Organiz	Have you hired any Professional Security event? If <b>YES</b> , please list: ation: Badlands Security Copany	organization to handle se	curity arrange	ements for this
		ation Address: 1120 National Street	Belle Fourche	SD	57717
	,		(city)	(state)	(zip code)
ecurity	/ Director (	Name): Fritz Carlson	Business phon	ne: 605-210-1	1780
NO	YES	Is this a night event? If <b>YES</b> , please state he to ensure the safety of the participants a Illuminated with regular street lighting	nd spectators:		
Pleas	e indicate	what arrangements you have made for prov	viding First Aid Staffing and	Equipment?	
	Numb	per <u>0</u> Ambulance(s) – How provide	d?		
	Numb	per 0 Emergency Medical Technici	ans – 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: JR

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: JR

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

		your plans to notify all residents, businesses and churches impacted by the event:
	Eſ	NTERTAINMENT / 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.
Numb	er of Stage	es: Number of Bands:
Туре с	of Music: _	
		Will <b>sound amplification</b> be used?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Will sound check be conducted prior to the event?
_	_	If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
_	_	
	Ш	Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your
		permit (issued by the State Fire Marshall's office) to this application.  Are any signs, banners, decorations or special lighting be used? (Special Events recognized by The City of Deadwood get approved by Resolution annually in January) (If YES, please describe:Lighted ball

# PROMOTION/ADVERTISING/MARKETING/INFORMATION

YE:	S	•				If <b>YES</b> , pleas	
	Nev	vspapers, TV, Radio,I	Direct Mail, intern	et and internal signage.	···		
	] Wi	l there be any live i	media coverage	e during your event? I	f <b>YES</b> , plea	se explain:	
	event pub ohn Rystro	ic inquiries and / or m	media inquirie	s for this event to:	PHON	E: <u>605-578-3</u>	670
		INSURANC	21 K 20 0 1 K 2	MACINESSA E (O DE IO)	REPORT	HY	
		200-23%-4859820%-25466668497755070404			St. Bleidelder et Mille	768641111h	
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-	f Insuran	ance for your event	(1984-1985)	AMMANIA (HARAN 19 1 NO STANDO AMBANIA STANDA ST	074017904047117580.8814441176		
Name o	f Insuran Name:	ance for your event	will be require	AMMANIA (HARAN 19 1 NO STANDO AMBANIA STANDA ST	pproval.	olicy Type:_	
Agent's Busines	f Insuran Name:	ance for your event ce Company:	will be require	d before final permit a	pproval.	entration (in the control of the con	
Agent's Busines	Name:	ance for your event ce Company:	will be require	d before final permit a	pproval.	olicy Type:_	
Agent's Busines Address	Name: s Phone:	ance for your event ce Company: 605578-3670 X13 n Street	will be required	d before final permit a  umber:  Deadwood  (city)	pproval.	olicy Type:_ 5773 (state)	32 (zip code
Agent's Busines Address	Name: s Phone: 709 Mai	ance for your event ce Company: 605578-3670 X13 n Street	Policy N	d before final permit a umber: Deadwood	pproval. Po	olicy Type:_ 5773 (state) that names	(zip code
Agent's Busines Address For fina Deadwo	Name: s Phone: 709 Mai	ance for your event ce Company: 605578-3670 X13 n Street approval, you will fficers, employees	Policy N	d before final permit a  umber:  Deadwood  (city)  cial general liability i	Postorinsurance for the surance of t	olicy Type:	(zip code "the City of age must be

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): John Rystrom
MMILL
(Signature of Applicant/Sponsoring Organization)
Title: Franklin Hotel Manager
Date: 11/4/2025

# VENDING

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

# NOTICE OF PUBLIC HEARING RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE, WAIVER OF BANNER FEES FOR K9 KEG PULL

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 December 15, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

# **Open Container Request:**

Saturday January 24, 2026: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

# **Street Closure:**

Main Street closure from Deadwood Street to Pine Street from 9:00 a.m. to 6:00 p.m. on Saturday, January 24, 2026.

# **Request to Waive Banner Fee:**

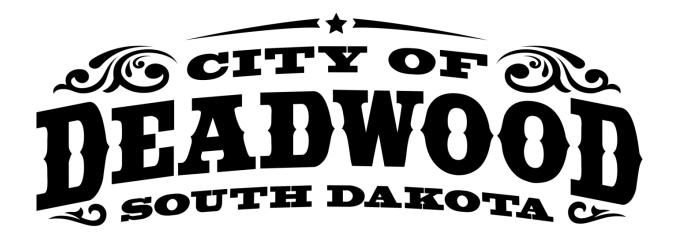
For Deadwood Chamber, Saturday, January 24, 2026.

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 1st day of December, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish BH Pioneer: December 4, 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

K9 Keg Pull 1/24/26

## Instructions:

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

# **EVENT INFORMATION**

	Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
	☐ Street Fair	☐ Triathlon	<b>■</b> Other			
Event Tit	le: K9 Keg Pu	II 1/24/26				
Event Da	ite(s): 1/24/26		Total	Anticipated Attend	lance:	
		onth, day, year)		о.расоа г ксо		
			(# of <u>Participa</u>	nts	# of <u>Spectator</u>	<u>rs</u> )
Actual Ev	ent Hours: (fro	m: <u>9am</u>	А	M / PM (to): 3pm	า	AM / PM
Location	/ Staging Area	Deadwood to Pi	ne St.			
Set up/as	ssembly/constru	uction <u>1/24/26</u>		Start time: 9ar	n 	AM / PM
Please de	escribe the scop	e of your setup / a	ssembly work (sp	pecific details): St	reet Closure	
Diama a mati	- Data: 1/24/26	6	C	alatian tima. 6pm		AAA / DAA
Dismanti	e Date: ———		Comp	pietion time: <u></u>		AM / PM
List any s	street(s) requirii	ng closure as a resu	ılt of this event.	Include street nar	ne(s), day, date	and <u>time</u> of closing
and time	of re-opening:	Deadwood to Pine 9	am-6pm 1/24/26			
>	Anyroguestiny	olving 25 or less mot	or vahialas will utili	iza Daadwaad Straat	and will be barries	dod at both
	ends of Deadw	-	or vernicles will utili	ize Deadwood Street	. and will be barrica	ded at botti
>	Any request inv	olving 25-50 motor v	ehicles (not includ	ing motorcycles) will	park on the north	side of Main
		vill not require street				W II 61
>		olving 50 or more ve et will require security				
	Street to direct	· · · · · · · · · · · · · · · · · · ·	be provided at Bea	awood street and the	an street and wan	on certaina main
>	Additional secu	rity may be required	at the discretion o	f the Event Committe	ee.	
			OPEN CO	NTAINER		
	https://www	w.cityofdeadwo	od.com/planr	ning/page/speci	al-event-open	-container-
			information	-and-maps		
Date:	1/24/26	Times	: noon-10pm	Zone:	1-2	
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		<del>-</del>

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Deadwood Chamber of Commerce Chief Officer of Organization (NAME): Amanda Kille Applicant (NAME): Jesse Allen Business Phone: (6605-578)-1876 Address: 501 Main St. Deadwood SD 57732 (city) (state) (zip code) Daytime phone: (605-57 § -1876 Evening Phone: (605-591)-9171 Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: (city) (state) (zip code) Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-561-9162 (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 П purpose and provide amount(s): Race Fee/Donation

# **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:

K9 Keg	Pull	
Street	closure	e 1/24/26 9am-6pm Deadwood-Pine
Open C	Contair	ner noon-10pm Zone 1-2
Reques	st to wa	aive banner fees
Reques	st 2 ble	eachers
	OVE	ERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	,
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If
	Ш	<b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
		https://www.state.sd.us/eforms/secure/eforms/S E0903v1 PermitToOccupyROW.pdf
		Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all street impacted by the event.

Adopted October 6, 2025

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

	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.				
>	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:				
	If you intend to cook food in the event area, please specify the method to be used:  GAS GELECTRIC GHARCOAL GOTHER(SPECIFY):				
>	First Aid Facilities and Ambulance locations.				
>	Tables and Chairs.				
>	Fencing, Barriers and / or Barricades.				
>	Jersey Barriers and Equipment used for other than safety purposes \$25.00 each				
>	Generator Locations and / or Source of Electricity.				
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down				
>	Booths, Exhibits, Displays or Enclosures.				
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.				
>	Vehicles and / or Trailers.				
>	(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.				
	Number of trash cans: Trash Containers w / lids:				
>	Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.				

Describe your plan for clean-u facility:	Describe your plan for clean-up and removal of waste and garbage during and after the event or use c facility:					
Other Related Event Component	ts not covered above					
SA	AFETY / SECURITY / ACCESS	SIBILITY				
Please describe your procedures for both <b>C</b>	rowd Control and Internal Security: S	Security				
Please describe your Accessibility Plan for a	nccess at your event by individuals with	n disabilities:				
REQUIRED: It is the applicant's responsib Requirements applicable to this event.	ility to comply with all City, County,	State and Federal Disability Access				
event? If <b>YES</b> , please	ofessional Security organization to ha	andle security arrangements for this				
Security Organization: Badlands Security						
Security Organization Address: 11089 Sno	oma Red Belle Fourche (city)	SD 57717 (state) (zip code)				
Security Director (Name): Fritz Carlson		ess phone: 605-210-1780				
<del>_</del>	YES, please state how the event and the participants and spectators:	surrounding area will be illuminated				
Please indicate what arrangements you h	nave made for providing First Aid Staff					
Number <u>0</u> Ambulance	e(s) – How provided?					
Number 0 Emergence	y Medical Technicians – How provided	?				

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	se describ Social Med	e your plans to notify all residents, businesses and churches impacted by the event: <u>Chamber Newsletter</u> ia
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numb	er of Stag	es: Number of Bands:
Туре	of Music: _	
		Will <b>sound amplification</b> be used?  If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM  Please describe the sound equipment that will be used for your event: Event PA Syastem
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
		Are any signs, banners, decorations or special lighting be used? (Special Events recognized by The Cit of Deadwood get approved by Resolution annually in January) (If YES, please describe: Sponsor Banners

# PROMOTION/ADVERTISING/MARKETING/INFORMATION

	YES			
		Local and social media		
		Will there be any live media coverage during your event? If <b>YES</b> , please explain:		
		Local and social media		
efei	r all event	t public inquiries and / or media inquiries for this event to:		
AIV	1E: Amano		376	
IAIV	ie: <u>Amand</u>	INSURANCE REQUIREMENTS/LIQUOR LIABILITY	376	
REC Na Llo	QUIRED: I	INSURANCE REQUIREMENTS/LIQUOR LIABILITY  Insurance for your event will be required before final permit approval. surance Company:	376	
REG Na Llog	QUIRED: I me of Ins yds of Londo	INSURANCE REQUIREMENTS/LIQUOR LIABILITY  Insurance for your event will be required before final permit approval. surance Company:	376	
RE( Na Llo Age Chr	QUIRED: I me of Ins yds of Londo ent's Nam ris Roberts	INSURANCE REQUIREMENTS/LIQUOR LIABILITY  Insurance for your event will be required before final permit approval. surance Company:		
REC Na Lloy Age Chri	QUIRED: I me of Ins yds of Londo ent's Nam ris Roberts	INSURANCE REQUIREMENTS/LIQUOR LIABILITY  Insurance for your event will be required before final permit approval. surance Company: on  ne: one: (6605-57)8-1876 Policy Number: GP350GL003-2 Policy Type:		

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.

Adopted October 6, 2025

# 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.

# **VENDING**

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

Return this form to the Planning and Zoning Office By email: <a href="mailto:leah@cityofdeadwood.com">leah@cityofdeadwood.com</a>
By mail: 108 Sherman Street, Deadwood, SD 57732



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

# **Monthly Vending Report**

# **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:	Event Date:
Name of Person Completing Form:	
	Contact Email:
Signature:	
	cheduled for next month:
Event Name:	
Event Nume.	
Event Location:	

# **List of Vendors**

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

	Page 1 of
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	

# Monthly Vending Report – Additional Sheet

Report Date:		Page	of
Event Name:	Event Date:		
Event Location:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			

# NOTICE OF PUBLIC HEARING MARDI GRAS EVENT RELAXATION OF OPEN CONTAINER ORDINANCE, 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 on December 15, 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:**

Friday, February 13, 2026: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, February 14, 2026: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

# **Street Closure:**

Saturday, February 14, 2026: Main Street closure from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends.

# **Request to Waive Banner Fee:**

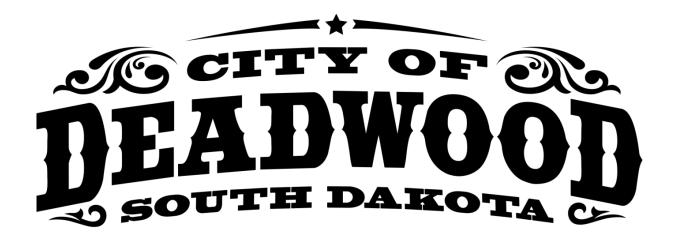
For Parade on Saturday February 14, 2026.

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 1st day of December, 2026.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish: B.H. Pioneer, December 4, 2026	
For any public notice that is published one time:	
Published once at the total approximate cost of	



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

Mardi Gras February 13 and 14th 2026

### Instructions:

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

# **EVENT INFORMATION**

☐ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street Fair	☐ Triathlon	<b>■</b> Other			
Event Title: Mardi Gras	s February 13 and	d 14th 2026			
Event Date(s): 2/13&14	2026	Total	Anticipated Attenc	lance:	
	onth, day, year)		•		
		(# of <u>Participa</u>	nts	# of Spectator	<u>s</u> )
Actual Event Hours: (fro	m: <u>7pm</u>	A	M / PM (to): 8pm	1	AM / PM
Location / Staging Area:	Main St.				
Set up/assembly/constru	uction <u>2/14/26</u>		Start time: 5pn	n	AM / PM
Please describe the scop	e of your setup / a	ssembly work (s	pecific details): Ma	ain Street Closu	re
Dismantle Date: 2/14/26	3	Comp	oletion time: 8pm		AM / PM
List any street(s) requiri	ag closure as a resu	ult of this event	Include street nar	nals) day data a	and <b>time</b> of closing
and time of re-opening:	=		·		
Sherman Street and Sh					
Parade starts a7 7 pm	and will more th	an likely end by	/ 8 pm.		_
	olving 25 or less mot	or vehicles will utili	ze Deadwood Street	and will be barrica	ded at both
ends of Deadw  Any request inv	ood Street. olving 25-50 motor v	ehicles (not includ	ing motorcycles) will	nark on the north s	ide of Main
	ill not require street		ing motor cycles) win	park on the north's	ide of Main
	olving 50 or more ve		d require an entire s	treet closure from	Wall Street to
	et will require security	be provided at Dea	dwood Street and Ma	ain Street and Wall S	treet and Main
Street to direct  Additional secu	rity may be required	at the discretion o	f the Event Committe	PP.	
	,,				
		<b>OPEN COI</b>	NTAINER		
https://www	w.cityofdeadwo	od.com/planr	ning/page/speci	al-event-open	<u>-container-</u>
		<u>information</u>	-and-maps		
Date: <u>2/13/26</u>	Times	: <u>5-10pm</u>	Zone:	1-2	
Date: 2/14/26	Times	: noon-10pm	Zone:	1-2	
Date:	Times	:	Zone:		
Date:	Times	:	Zone:		
Date:	Times	:	Zone:		

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Deadwood Chamber of Commerce Chief Officer of Organization (NAME): Amanda Kille Applicant (NAME): Jesse Allen Business Phone: (605 578-1876 Address: 501 Main St. Deadwood, SD 57732 (city) (state) (zip code) 578-1876 յ 591-9171 Evening Phone: (605 Daytime phone: (605) Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event. Name: (city) (state) (zip code) \_\_\_\_\_Pager/Cell #: 605-591-9171 Contact person "on site" day of event or facility use <u>Jesse Allen</u> (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED**: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):

# **OVERALL EVENT DESCRIPTION:**

# **ROUTE MAP/SITE DIAGRAM/SANITATION**

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

Mardi Gras Parade 2/14/26

maidi C	Jiasi	arade 2/14/20
Street (	Closur	re on Main St. From Tin Lizzie to Pine St to Sherman St to Pioneer Way
7pm -	8pm	
Open C	Contair	ner 2/13/26 5-10pm and 2/14/26 noon-10pm Zones 1-2
		·
Reques	st to w	raive float banner fee.
	OVE	ERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	,
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe:
	_	Describie contribute and in the second of any bind along the second of any
	L	Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way. <a href="https://www.state.sd.us/eforms/secure/eforms/S">https://www.state.sd.us/eforms/secure/eforms/S</a> E0903v1 PermitToOccupyROW.pdf
		Does this event involve a fixed venue site? If <b>YES</b> , 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:		
	N/A		
	If you intend to cook food in the event area, please specify the method to be used:		
	☐GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY):		
>	First Aid Facilities and Ambulance locations.		
>	Tables and Chairs.		
>	Fencing, Barriers and / or Barricades.		
>	Jersey Barriers and Equipment used for other than safety purposes \$25.00 each		
>	Generator Locations and / or Source of Electricity.		
	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down		
>	Booths, Exhibits, Displays or Enclosures.		
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.		
>	Vehicles and / or Trailers.		
>	Trash Containers and Dumpsters.  (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.		
	Number of trash cans: Trash Containers w / lids:		
>	Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.		

Descri facility		lan for clean-up and r	emoval of waste and	d garbage during	and after the e	event or use of
Other	Related Ev	vent Components not c	overed above			
		SAFETY	//SECURITY/	ACCESSIBILI	ΙΤΥ	
Please describe y	our proced	dures for both <b>Crowd (</b>	Control and Internal S	Security: Badland	s Security	
Please describe y	our Access	sibility Plan for access a	at your event by indiv	viduals with disab	ilities: <u>Accessibl</u>	e sidewalks
REQUIRED: It is t Requirements a		ant's responsibility to to this event.	comply with all City	, County, State a	nd Federal Disa	ability Access
NO YES  ecurity Organiza	event?	ou hired any Professio If <b>YES</b> , please list: Ilands Security	onal Security organiz	ation to handle s	ecurity arrange	ments for this
ecurity Organiz	ation Add	ress: 11089 Sonma Rd	Belle Fourche SD 57	7717		
.,			(city		(state)	(zip code)
ecurity Director (I	Name): <u>Fr</u>	itz Carlson		Business pho	ne: <u>605-210-178</u>	30
JO YES		night event? If <b>YES</b> , ple e the safety of the pa			_	oe illuminated
Please indicate	what arrar	ngements you have ma	ade for providing <b>Firs</b> t	: <b>Aid Staffing</b> and	Equipment?	
Numb	er <u>0</u>	Ambulance(s) – H	ow provided?			
Numh	er <sup>0</sup>	Emergency Medic	cal Technicians – How	provided?		

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	ase describ Social Med	be your plans to notify all residents, businesses and churches impacted by the event: Chamber News Letter dia
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	
		Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> ,
		please state the number of bands and type of music.
Numb	er of Stag	es: 0 Number of Bands:
Type o	of Music:	Parade Floats
	-	
		Will sound amplification be used?
		If <u>YES</u> , please indicate: Start Time: <u>7pm</u> AM / PM – Finish Time: <u>8pm</u> AM / PM
		Will sound check be conducted prior to the event?
_		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your
_		permit (issued by the State Fire Marshall's office) to this application.
		Are any signs, banners, decorations or special lighting be used? (Special Events recognized by The Cit of Deadwood get approved by Resolution annually in January) (If YES, please describe:Parade float banners

# PROMOTION/ADVERTISING/MARKETING/INFORMATION

YES	Will this event be promo	oted, advertised or marketed in any ma	inner? If <b>YES</b> , please o	describe:
	Chamber newsletter and socia	al media/ website		
	Will there be any live m Possible news coverage	nedia coverage during your event? If <b>YE</b>	S, please explain:	
efer all even	et public inquiries and / or n	nedia inquiries for this event to:		
IAME: Aman	nda Kille / Jesse Allen		_PHONE: 605-578-1876	
	Insurance for your event v surance Company:	EREQUIREMENTS/LIQUOR L		
Name of In	Insurance for your event v surance Company:	, ,		
Name of Inc Lloyds of Lond Agent's Nar	Insurance for your event v surance Company: don me:	, ,		
Name of Inc Lloyds of Lond Agent's Nan Chris Roberts	Insurance for your event v surance Company: don me: none: (605 ) 578-1876	will be required before final permit appro	oval.	

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

# AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): Jesse Allen	
(Signature of Applicant/Sponsoring Organization)	
Title:	

# **VENDING**

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

Return this form to the Planning and Zoning Office By email: <a href="mailto:leah@cityofdeadwood.com">leah@cityofdeadwood.com</a> By mail: 108 Sherman Street, Deadwood, SD 57732



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

# **Monthly Vending Report**

# **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:	Event Date:
Name of Person Completing Form:	;
Contact Phone:	Contact Email:
Signature:	
Check here if	no event is scheduled for next month:
Event Name:	
Event Location:	

# **List of Vendors**

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

	Page 1 of
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	-
SDDOR Sales Tax License Number:	
Goods or services being sold:	

# Monthly Vending Report – Additional Sheet

Report Date:		Page	of
Event Name:	Event Date:		
Event Location:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			

# NOTICE OF PUBLIC HEARING FOR BACK WHEN THEY BUCKED WAIVER OF USER FEES, AND RELAXATION OF OPEN CONTAINER

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held December 15, 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:

# **Use of Event Complex:**

Request to waive event fees at the Event Complex for Back When They Bucked from Friday, May 22 through Tuesday, May 26, 2026. Surcharge will be applied.

**Relaxation of Open Container:** 

Sunday, May 24, 2026 from 10:00 a.m. to 7:00 p.m. at the Event Complex.

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.

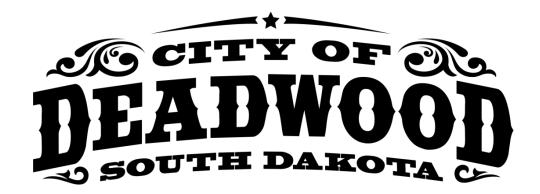
Dated this 1st day of December, 2025

CITY OF DEADWOOD /s/ Jessicca McKeown, Finance Officer

Publish B.H. Pioneer: December 4, 2025

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_\_.



# **Event Complex Rental and Use Agreement**

**Event: Back When They Bucked** 

Date of Event: May 22-26, 2026

- \*\* Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. \*\*
- \*\* Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. \*\*

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

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

# **Table of Contents**

Торіс	Page
Table of Contents	2
Rental and Use Agreement	
Contact information	3-4
Rental & Deposit Fee Schedule	5
Rental Rules and Regulations	6-7
Insurance and Liability Overview	8
Facilities Use Agreement Indemnification and Insurance Clause	9
Event Sponsor Release and Indemnification Agreement	10-11
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement to Medical Treatment	
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement to Medical Treatment for Minor(s)	
Building Rental Rules	14
Event Complex Parking Requirements	15
Responsibilities to and of Concessionaire	16
Acknowledgement of Deadwood Codified Ordinances	
Alcohol Policy	17
Liquor Liability Insurance	18
General Business within the Complex	19
Signs and Banners	20
City Services and Equipment	21-22
References	23



# Outdoor Event Complex Deadwood, SD 57732

# **Deadwood Event Complex Rental and Use Agreement**

Event Name: Back When They	Bucked, a Western Lega	acy Foundation Production
Contact Information:		
Name of Applicant: Back W		
Business/Organization: Weste	rn Legacy Foun	dation
Mailing Address: 444 Mt R	ushmore Rd N	
City, State Zip: Rapid City	, SD 57744	
Business Phone: 605.545.7	7865 Cell Phone: 6	05.545.7865
Email Address: info@westernlega	acyfoundation.com / events	@tnteventmanagement.biz
Dates Event Complex requested:  Set up Date(s): May 20-  Event Date(s): May 24,  Clean-up Date(s): May 25  Approximate number of people who was a second content of people who was a second con	2026 5-26, 2026 Hour(s	7am-7pm 7am-10pm 7am-5pm
I am applying to use the: (Please check property requested)	Ticket Booth Main Grandstand Concession Main Grandstand Restrooms Crow's Nest VIP Grandstand Arena and Corral Areas Main Grandstand Seating	Office use Only Key # Key # Key # Key #  Sey #  Sey #  Jersey Barriers Open Container Pyrotechnics Water Usage

# **Deadwood Event Complex Rental and Use Agreement**

Event Name: Back When They Bucked, a Western Legacy Foundation Production

# **Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: <a href="https://www.cityofdeadwood.com">www.cityofdeadwood.com</a> or by calling (605) 578-2082.

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

Additional contacts:	
Names & contact number of event representatives or sub-contact	ractors (i.e. security, refuge, etc.):
Name: Lynn Husman	Title: WLF President
	Representing: WLF/BWB
	Title: BWB Chair Representing: WLF /BWB
Phone: Oct 10110000	_ Representing:
Name: Clay Cross	<sub>_ Title:</sub> Co-Chair
Phone: 605.490.2046	_ Representing: WLF /BWB
Name: Tyler Roberson	Title: Committee
Phone: 605.391.4557	Representing: BWB Committee Member
	_ Title: Committee _ Representing: BWB Committee Member
Name:	_ Title:
Phone:	_ Representing:

# **Deadwood Event Complex Rental and Use Agreement**

Renter Type:	For-Profit	Private	■ Non-Profit	Government	
(Check One)	Categories abo	ove defined in the Co	omplex Guidelines and l	Information Sheet	
Rental Fees:					
		Event Complex Facilities	Parking Lots Onl		Baseball Fields Only
		\$35 / Hr.	\$25 / Hr	·	\$25 / Hr.
Private	•	\$300 / Day	\$200 / Da	ay	\$100 / Day
		\$30 / Hr.	\$25 / Hr	٠.	No charge
Non-Prof	it	\$250 / Day	\$150 / Da	ay	No charge
		\$75 / Hr.	\$65 / Hı	·	\$35 / Hr.
For Profi	it	\$500 / Day	\$400/ Da	зу	\$300 / Day

No charge

### **Ticketed Events:**

Government Agencies

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

No charge

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

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE**.

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	
20' by 40' Set up and take down	

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

No charge

# Deposit and Fees must be received before application can be approved.

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		Request to Waive	<u>Refundable Depo</u>	<u>sits</u>		
Event Complex Facilities	\$		Key Deposit	\$100.00 \$2500.00		
Baseball Fields	\$		Damage Deposit	<u>\$2300.00</u>		
Parking Lots <b>ONLY</b>	\$		*Total Deposits	\$2600_		
Add'l Set-Up/Tear Down	\$ <u>625.00</u>		*minus Admin Fe	•		
Tent(s)	\$ <u>400.00</u>		and early arrivals	it any.		
Event Complex Cleaning And Trash Removal Cleaning Baseball Restrooms Cleaning Ferguson Restrooms Streaming Water Usage	\$250.00 \$125.00 \$ \$200.00 \$		Alcohol Fee (Pg 1 (\$100.00 per day	.8) ) \$ <u>100.00</u>		
Total Fees	<u>\$1600</u>					
Organization: Back When They Bucked, a Western Legacy Foundation Signature: Date: 11.10.2025						

		Request	
Back When They Bucked	Fees	to Waive	Notes
Event Complex Facilities		XX	
Add'l Setup/Tear Down	\$ 625.00		
Baseball Fields			
Parking Lots Only			
Tent	\$ 400.00		
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning/Ferguson/Baseball	\$ 125.00		Ferguson Field
Streaming	\$ 200.00		
Water Usage			
Total Fees	\$ 1,600.00		
Minus Request to Waive			Paid 11/19 w/deposit

# **Acknowledgement of Use Rules and Regulations**

1.	The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.
2.	In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.
3.	The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee
	Initials \( \textstyle \ell \)
4.	A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.  **Initials** **Let**  **Initials** **Let**  **Initials**  **In
<del>5.</del>	The user is responsible for removal of trash and placing it in a dedicated area. All trash must be
	bagged.  Initials \( \textstyle \mathcal{P} \)
6.	I understand and agree: (Please Check Box for your Acknowledgement)
	The person in charge of the event must be in attendance at all times during the
	event. I have read & signed the Alcohol Policy form.
	All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
	The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.

Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe,

If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance

outside the building(s) until such time as the Fire Department allows re-entry.

electronic cigarette on any City property.

	The person in charge will not allow anyone to interfere with the fire alarm system.
	All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
	The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
	If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No ho may be made in Event Complex property. Renter must remove all decorations and attachment
	No alterations can be made to the buildings or grounds, without the express permission of C of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiricable or other devices or any alteration of the building.
	Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sundar Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have secur present.
	Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any even that generates excessive noise must take place between the hours of 7:00 a.m. $-$ 10:00 p.m. or and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
	In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u> , the Deadword Police Department number is (605) 578-2623, Deadwood Fire Department number is (605) 5 1212 and the Lawrence County Sheriff's Office number is (605) 578
	In case of issues related to the Event Complex during off business hours such as electric problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrer County Dispatch at (605) 578-2230. The proper authority will be dispatched to reme the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadworks Department at (605) 578-3082.
Out	tdoor/Animal Events: (Check Acknowledgement)
	Event representatives are responsible for removal of all animal waste, feed, straw and garbage
	Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.
	Initials 7 /
	Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of

# **Insurance and Liability**

## **Overview:**

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

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

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

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

### NOTE:

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

# The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification	and Insurance Clause
Organization: Back When They Bucked, a W	estern Legacy Foundation
Name: Tif Robertson	Title: WLF VP
Signature: Tif Robertson	Date: 11.10.2025

# **Event Sponsor – Release and Indemnification Agreement**

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

The Western Legacy Foundation will be hosting their 6th Annual fundraising event, Back When They Buckled, that consists of an Invitational High School Rodeo Match at 1pm that will lead up to the MAIN event, PRCA Saddle Bronc Match at 2pm, all afternoon on May 24, 2026. This one-day event will have bucking stock, roping stock, personnel and production areas.

The event will work with Cadillac Jacks to provide the liquor license, Badlands Security& Lead/Deadwood Ambulance Services.

\*\*See Additional Attached Event Information

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

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

	arising from the following circumstances, among others:
В	ack When They Bucked PRCA Xtreme Saddle Bronc Match & Invitational High
S	School Rodeo Match
_	Initials $\overline{T}$ $R$
3.	If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.
	Participant Release and Indemnification required? YES X NONO
	Initials $\overline{\mathcal{T}\mathcal{R}}$
С.	We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.
	Initials TR

D. By signing this **RELEASE AND INDEMIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials	7	R
IIIIIIIIII	,	,

E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEEMENT</b> , we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.  **Initials**  *
F.	We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.
	Initials $\overline{\mathcal{T}\mathcal{R}}$
G.	By signing this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> , we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.  **Initials**  **Initials**
H.	We understand and agree that this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.
I.	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.  **Initials**  **Initial
	initiais
eve	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly chorized to bind the Special Events Holder hereto.
Org	ganization: Back When They Bucked, a Western Legacy Foundation Production
Sig	nature: Tif Robertson Tif Robertson  Title: WLF VP  Date: 11.10.2025
3	

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

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

# Back When They Bucked, a Western Legacy Foundation Production Tif Robertson By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

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

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

Name:	Date of Birth:	
Address:		
Signature:	 Date:	

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

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

Back When They Bucked, a Western Legacy Foundation Production PRCA Xtreme Saddle Bronc Match & Invitational High School Rodeo Match

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

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

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

Minor's Name:	Date of Birth:
Address:	
Signature:	Date:
Guardian's Name:	Date of Birth:
Signature:	 Date:

# **City of Deadwood Building Rental Rules**

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

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

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

I have read and understand these rules.	
Organization: Back When They Bucked, a West	ern Legacy Foundation Production
Name: Tif Robertson	Title: WLF VP
Signature: Tif Robertson	Date: 11.10.2025

# **Event Complex Parking Requirements**

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

The following rules are in force:

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

# **Additional Notes:**

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

I have read a	nd understand these rules.	
Organization	Back When They Bucked, a Western	Legacy Foundation Production
-		Title: WLF VP
-	Tif Robertson	Date: 11.10.2025
_	$\overline{\mathcal{U}}$	•

# Responsibilities to and of the Concessionaire

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

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

I have read and understand the responsibilities to a	•
rental agreement and the use of the Deadwood Eve	
Organization: Back When They Bucked, a	Western Legacy Foundation Production
Name: Tif Roberson	Title: WLF VP
Signature: Tif Robertson	Date: 11.10.2025

# **Alcohol Policy for Facility Rentals**

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

	the serving of alcohol are followed.	
	YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol	
	Policy.	
	NO, we will not have alcohol at the contracted event and agree to police the buildings and	
	parking area to ensure no alcohol is present at the event.	
Organization: Back When They Bucked, a WLF Production Name: Tif Robertson		
Title: WLF VP Signature: Tif Robertson		
Dates/Times Alcohol will be served: May, 24, 2025- 10am-7pm		
	SS name who will be serving: Cadillac Jacks Gaming Resort	

# **Liability Insurance**

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: Western Dakota Insurors

Agent's Name: William Morrison

Policy Type:

Phone: 605-342-3130

Policy No.:

Address: Po Box 1300 Rapid City, SD 57709

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

City of Deadwood

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

## **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:  South Dakota Department of Revenue Office  445 East Capitol Ave  Pierre, SD 57501-3185  (605) 773-3311
	Initials $\overline{TR}$
2.	If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.
	Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15 <sup>th</sup> of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.
	Initials $\overline{\mathcal{I}\mathcal{R}}$
3.	As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.
	Initials $\overline{IR}$
4.	The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.
	Initials $\overline{\mathcal{L}}$
_	Pook When They Bucked, a Western Logacy Foundation Production
•	Back When They Bucked, a Western Legacy Foundation Production
Na	Til Pekastaen
Sig	nature: Tif Robertson Date: 11.10.2025

## **Event Complex Sign and Banner Policy**

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

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

<sub>Organization:</sub> Back When They Bucked, a	Western Legacy Foundation Production
Name: Tif Robertson	Title: WLF VP
Signature: Tif Robertson	Date: 11.10.2025

#### **City of Deadwood Equipment and Services**

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

#### **Equipment and Services Provided (Included in Rental Fees)**

#### **Public Works Department**

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

#### Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
  - https://www.state.sd.us/eforms/secure/eforms/S E0903v1 PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

#### **Public Works Department**

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

#### Arena prep work including:

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

#### **General Event Complex Services:**

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

#### Equipment/Machinery with a City Employee Operator ONLY:

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

#### **Police Department**

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

#### Fire Department

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

#### **Renter Reference Sheet**

enter/Organization Name:	Back When They Bucked, a Western Legacy Foundation Pr	roduction

#### Requirements (first time renter):

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

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

1) Name: Kaydee Klaperich	_Phone Number: (605) 394-4115
City/State: Rapid City, SD	_Event Name: BHSS Rental/Events
Event Location: The Monument	_ <sub>Email:</sub> kaydeek@themonument.live
2) Name: Jared Reid	_Phone Number: (605) 716-7825
City/State: Rapid City, SD	_Event Name: Rush Hockey Rodeo Night
Event Location: The Monument	_ <sub>Email:</sub> jreid@rapidcityrush.com
3) Name: Dean Kinney	Phone Number: 605.490.9542
City/State: Sturgis, SD	Event Name: WLF NFR Kick Off Event
Event Location: Loud American	Email: dean.kinney@thehomeslicegroup.com

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

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

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

Drganization: Back When They Bucked, a Western	Legacy Foundation Production
Tif Robertson	Title: WLF VP
signature: Tif Robertson	Date: 11.10.2025
Daytime Phone Number: 605.545.7865	
Date of your Event(s): May 24, 2026 Group/Event Nam	ne: Back When The Bucked

Return this form to the Planning and Zoning Office By email:

<u>leah@cityofdeadwood.com</u>
By mail:
108 Sherman Street,
Deadwood, SD 57732



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

## **Monthly Vending Report**

## **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:	Event Date:
Contact Phone:	Contact Email:
Signature:	
Check here if n	o event is scheduled for next month: $\Box$
Event Name:	
Event Location:	

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

	Page 1 of
Vendor Name: TBD	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name: TBD	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name: TBD	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	

Report Date:  Event Name:  Event Location:  Vendor Name:  Vendor Phone:	Event Date:	
Vendor Name:		
Vendor Name:		 
Vendor Phone:		 
Vendor Email:		 
SDDOR Sales Tax License Number:		
Goods or services being sold:		
Vendor Name:		
Vendor Phone:		
Vendor Email:		 
SDDOR Sales Tax License Number:		
Goods or services being sold:		
Vendor Name:		
Vendor Phone:		 
Vendor Email:		 
SDDOR Sales Tax License Number:		
Goods or services being sold:		



#### Full description for page 10

11.6.2025

## **Event Sponsor - Release and Indemnification Agreement**

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

The Western Legacy Foundation will be hosting a Fundraising event that will consist of PRCA Xtreme Bronc Riding and Invitational High School Rodeo Match on May 24, 2026. The one-day event will have bucking stock, personnel, and other production areas. The event will work with Cadillac Jacks to provide the liquor license and the alcohol and will work within the concessionaire guidelines. We will again hire Badlands Security, Lead/Deadwood ambulance services and work with Black Hills Central Reservations for ticket sales. The event will have a member social tent(s)located behind the VIP grandstand along with special VIP seating in the area along the end of the arena. We continue to have a very good layout to build from for the arena, security, panels, etc from the past three years event. The event will start on May 24, 2026 at 1pm with the Invitational High School Match and the Xtreme Bronc Riding will begin at 2pm. Event is expected to be concluded by 5pm. Set up will begin on May 20, 2026 and all cleaned up by May 26, 2026 at by 5pm. The committee will work within all parameters needed and keep in direct contact with Randy and Jesse for updates. The Western Legacy Foundation and Back When They Bucked committee looks forward to bringing this event back for the sixth year and hosting it in Deadwood to continue to help with the economic impact and to promote the Western Legacy Foundation's mission.

#### NOTICE OF PUBLIC HEARING FOR WO MOTOSPORTS SHOWDOWN EVENT OPEN CONTAINER, USER FEE

**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 December 15, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be 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 27, 2026 4:00 p.m. to 10:00 p.m. at the Event Complex.

#### **Exception to User Fees Ordinance – Event Complex**

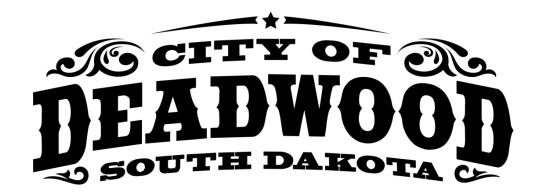
To grant exception to user fees ordinance to waive user fees on public property at Event Complex Tuesday, June 23 through Sunday, June 28, 2026. Surcharge will be applied.

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 1st day of December, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish:	B.H. Pioneer: December 4, 2025.
For any	public notice that is published one time:
•	Published once at the total approximate cost of



## **Event Complex Rental and Use Agreement**

Event: ${^{\#\complement}}$	O DEADWOOD PRESENTS WO MOTO	
Date of Eve	JUNE 27TH 2026	

- \*\* Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. \*\*
- \*\* Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. \*\*

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

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

## **Table of Contents**

Торіс	Page
Table of Contents	2
Rental and Use Agreement	
Contact information	3-4
Rental & Deposit Fee Schedule	5
Rental Rules and Regulations	6-7
Insurance and Liability Overview	8
Facilities Use Agreement Indemnification and Insurance Clause	9
Event Sponsor Release and Indemnification Agreement	10-11
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreemento Medical Treatment	
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement to Medical Treatment for Minor(s)	
Building Rental Rules	14
Event Complex Parking Requirements	15
Responsibilities to and of Concessionaire	16
Acknowledgement of Deadwood Codified Ordinances	
Alcohol Policy	17
Liquor Liability Insurance	18
General Business within the Complex	19
Signs and Banners	20
City Services and Equipment	21-22
References	23



## Outdoor Event Complex Deadwood, SD 57732

## **Deadwood Event Complex Rental and Use Agreement**

Event Name: #DO DEADWOOD F	PRESENTS WO MOTO	OSPORTS SI	HOWDOWN
Contact Information:			
Name of Applicant:	ER		
Business/Organization: WO MOTO	RSPORTS LLC		
Mailing Address: 3222 WONDERI	_AND DR		
City, State Zip: APID CITY, SD 5			
Business Phone: 6054152371		none:	
Email Address: JAMES@CARTER		•	
Dates Event Complex requested:  Set up Date(s): $\frac{06/23/26}{26/26 \text{ NON } 10}$ Event Date(s): $\frac{06/26/26 \text{ NON } 10}{26/28/26}$ Clean-up Date(s): $\frac{06/28/26}{26/26}$ Approximate number of people who we	EVENT WOULD BE	Hour(s): Hour(s): Hour(s):	
I am applying to use the: (Please check property requested)	Ticket Booth	oms ns	Office use Only Key # Key # Key # Key # Open Container Open Container Water Usage

## **Deadwood Event Complex Rental and Use Agreement**

Event Name:	#DO DEADWOOD PRESENTS WO MOTOSPORTS SHOWDOWN

#### **Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: <a href="https://www.cityofdeadwood.com">www.cityofdeadwood.com</a> or by calling (605) 578-2082.

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

Additional contacts:	
Names & contact number of event representatives	or sub-contractors (i.e. security, refuge, etc.):
Name: BADLANDS SECURITY	Title: SECURITY
Phone:	
Name: JOEL WASSERBURGER	Title: TRACK BUILDER
6057865480	Representing:
Name: CADILLAC JACKS	<sub>Title:</sub> LIQUOR SALES
Phone:	
Name:	Title:
Phone:	
Name:	Title:
Phone:	
Name:	Title:
Phone:	

## **Deadwood Event Complex Rental and Use Agreement**

Renter Type:	r-Profit Private	☐ Non-Profit ☐ Gove	rnment
(Check One) Cate	egories above defined in the Co	omplex Guidelines and Information	n Sheet
Rental Fees:			
	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
	\$30 / Hr.	\$25 / Hr.	No charge
Non-Profit	\$250 / Day	\$150 / Day	No charge
	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$400/ Day	\$300 / Day
Government Agencie	No charge	No charge	No charge

#### **Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

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

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE.

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	
20' by 40' Set up and take down	\$600.00

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

#### Deposit and Fees must be received before application can be approved.

City reserves the right to bill for additional fees if damages exceed deposit amount. Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		Request to Waive	<u>Refundable Depo</u>	<u>sits</u>
Event Complex Facilities	şSurcharg		Key Deposit	\$100 \$2500
Baseball Fields	\$		Damage Deposit	<u> </u>
Parking Lots <b>ONLY</b>	\$		*Total Deposits	<u>\$2600</u>
Add'l Set-Up/Tear Down	\$ <u>1000</u>		*minus Admin Fe and early arrivals	•
Tent(s)	\$		and carry arrivals	ii aiiy.
Event Complex Cleaning And Trash Removal Cleaning Baseball Restrooms Cleaning Ferguson Restrooms Streaming Water Usage	\$250 \$125 \$ \$ \$50		Alcohol Fee (Pg 1 (\$100.00 per day	8) <sub>) \$</sub> Cadillac
Total Fees	<u>\$1,425</u>			
Organization: WO MOTOR Signature:	SPORTS LL		<sub>:e:</sub> 11/13/2025	
Signature:				

		Request	
All In Motosports Showdown	Fees	to Waive	Notes
Event Complex Facilities		XX	
Add'l Setup/Tear Down	\$ 1,000.00		
Baseball Fields			
Parking Lots Only			
Tent			
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning/Ferguson/Baseball	\$ 125.00		Ferguson Field
Streaming			
Water Usage	\$ 50.00		
Total Fees	\$ 1,425.00		
Minus Request to Waive			Paid 11/20 w/deposit

## **Acknowledgement of Use Rules and Regulations**

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials JC

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

Initials JC

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee

Initials JC

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

Initials **JC** 

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

Initials <u>JC</u>

- 6. I understand and agree: (Please Check Box for your Acknowledgement)
  - The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
  - All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
  - The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
  - Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
  - If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

## **Insurance and Liability**

#### **Overview:**

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

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

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

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

#### NOTE:

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

#### The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

## I have read this Facilities Use Agreement Indemnification and Insurance Clause Output WO MOTORSPORTS LLC

Organization:	
Name: JAMES CARTER	<sub>Title:</sub> OWNER
Signature:	Date: 11/13/2025

## **Event Sponsor – Release and Indemnification Agreement**

This is a Release of Liability Indemnification Agreement. Special Events Holder must read

ca	refully before signing.		
	consideration for being permitted to engage in the following special event activities on Deadwood operty (describe in detail):		
-	MOTOCROSS RACING AND FREESTYLE MOTOCROSS		
_			
Spe	ecial Events Holder hereby acknowledges, represents, and agrees as follows:		
A.	We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:		
_			
_	Initials <u>JC</u>		
B.	If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.		
	Participant Release and Indemnification required? YES $\frac{X}{NO}$ NO		
	Initials JC		
C.	We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.		
	Initials JC		
D.	By signing this <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.		
	Initials JC		

F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.  Initials JC  G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.  Initials JC  H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.  Initials JC  Initials JC  Initials JC  IN This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.  Initials JC  IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who repre	E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEEMS</b> and discharge Deadwood, its officers, and its employees, f actions for such injury, loss, or damage arising out of or in activities, whether or not caused by the act, omission, neg officers, its employees, or by any other cause.	rom any and all claims, demands and any way related to the above described	
insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.  **Initials** JC**  G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.  **Initials** JC**  H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.  **Initials** JC**  Initials**  Initials**  Initials**  Initials**  IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization:**  WO MOTORSPORTS LLC*  Name: JAMES CARTER*  Title: OWNER				
G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.    Initials   JC	F.	insurers, and self-insurance pool, from and against all liabit third party claim asserted against Deadwood, its officers, expool, on account of injury, loss, or damage, including with injury, personal injury, sickness, disease, death, property leany kind whatsoever, which arises out of or are in any way. Whether or not caused by our act, omission, negligence, or	lity, claims and demands, including any employees, insurers, or self-insurance out limitation claims arising from bodily oss of damage, or any other kind of loss of related to the above described activities. It other fault of Deadwood, its officers, its	
that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.  **Initials** JC**  H. We understand and agree that this **RELEASE* AND INDEMNIFICATION AGREEMENT* shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.  **Initials** JC**  I. This **RELEASE* AND INDEMNIFICATION AGREEMENT* shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.  **Initials** JC**  IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT* is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization: **WO MOTORSPORTS LLC**			Initials <u>JC</u>	
governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.  **Initials** JC**  Initials**  I. This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.  **Initials** JC**  IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization: WO MOTORSPORTS LLC	G.	that said agreement extends to all acts, omission, negligent officers, and/or its employees, and that said Agreement is permitted by the laws of the State of South Dakota. If any	ce, or other fault of Deadwood, its intended to be as broad and inclusive as portion thereof is held invalid, it is national in full legal force and effect.	
applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.  Initials JC  IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization: WO MOTORSPORTS LLC	H.	governed by the laws of the State of South Dakota, and the	at jurisdiction and venue for any suit of sof Lawrence County, South Dakota.	
IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization: WO MOTORSPORTS LLC	I.	applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns,		
events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.  Organization: WO MOTORSPORTS LLC			Initials JC	
Name: JAMES CARTER  Signature: Date: OWNER  Title: OWNER  11/13/2025	eve aut	ents holder, acting by and through the undersigned, who rep thorized to bind the Special Events Holder hereto.		
Signature:	Na	me. JAMES CARTER	<sub>Title</sub> . OWNER	
	Sig	nature:	Date: 11/13/2025	

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

•	ny signature below, I acknowledge that I am av me the risks involved in participating in:	vare of, appreciate the character of, and voluntarily
•	ny signature below, on behalf of myself, my he onal representatives, and agents, I hereby:	eirs, next of kin, successors in interest, assigns,
1.	· -	t and release from liability the City of Deadwood, its bility for injuries to my person or property resulting above;
2.	·	City of Deadwood, its officers, employees and agents to any other person arising from my participation in
3.	Consent to receive any medical treatment activity listed above.	deemed advisable during my participation in the
Cons subs assu	ent to Medical Treatment, and fully underst tantial rights by signing it, and have signed it	ssumption of the Risk and Indemnity Agreement and and its terms, understand that I have given up freely and voluntarily without any inducement, dent my signature to be complete and unconditional by law.
Nam	e: JAMES CARTER	Date of Birth: 09/04/1989
Addr	ess: 3222 WONDERLAND DR	
	RAPID CITY,SD 57702	

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

•	By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:			
•	signatures below, on behalf of ourselves, our heir nal representatives, and agents, we hereby:	rs, next of kin, successors in interest, assigns,		
1.	Waive any claim or cause of action against and officers, employees, and agents for any liability for participation in the activity listed above;	· · · · · · · · · · · · · · · · · · ·		
2.	Agree to indemnify and hold harmless the City of for any claims, causes of action, or liability to an activity listed above;	· · · · · · · · · · · · · · · ·		
3.	Consent to receive any medical treatment deem listed above; and	ed advisable during participation in the activity		
4.	Acknowledge that we are signing below as a mir the minor child named below.	nor child and as the parent or legal guardian of		
Conse substa assura	read this Release and Waiver of Liability, Assump nt to Medical Treatment, and fully understand it intial rights by signing it, and have signed it freel ince, or guarantee being made to me and indent i e of liability to the greatest extend allowed by la	s terms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditional		
	's Name:			
Addres	ss:			
Signati	ure:	Date:		
	ian's Name:			
Addres	ss:			
Signati	ure:			

## **City of Deadwood Building Rental Rules**

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth. In addition to the rental agreement, the following rules are in force:

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

I have read and understand these rules.	
Organization: WO MOTORSPORTS LLC	
	Title: OWNER
	Date: 11/13/2025

## **Event Complex Parking Requirements**

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

The following rules are in force:

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

#### **Additional Notes:**

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

I have read and understand these rules.		
Organization: WO MOTORSPORTS LLC		
Name: JAMES CARTER	<sub>Title:</sub> OWNER	
Signature:	Date: 11/13/2025	

### Responsibilities to and of the Concessionaire

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

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

I have read and understand the responsibilities to and of the crental agreement and the use of the Deadwood Event Comporganization: WO MOTORSPORTS LLC	•
Name: JAMES CARTER	Title: OWNER
Signature:	Date: 11/13/2025

## **Alcohol Policy for Facility Rentals**

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

<b>YES</b> , we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.		
NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.		
Organization:	WO MOTORSPORTS LLC	Name:NAMES CARTER
Title:		SA
Dates/Times	Alcohol will be served: 06/27/2026 5:00	DPM - 10:00PM

Business name who will be serving: \_\_\_\_ CADILLAC JACKS GAMING RESORT

## **Liability Insurance**

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

## **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal proposed to South Dakota Sales Tax Licenses. For information of South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311	n sales tax licensing contact the following:
		Initials <u>JC</u>
2.	If vendors are intended to be used during an approvendors shall comply with Chapter 5.28 of the Dea included within the guidelines and information paclimited to designated areas (as indicated on the Evenuless otherwise approved by the Deadwood City of understand the laws related to general business are	dwood Codified Ordinances. This Ordinance is cket for reference. In addition, vendors will be ent Complex site plan) within the Event Complex Commission. As the event organizer you
	Monthly vending reports shall be submitted by cor Square and Event Complex, to the Planning and Zo vendor information for any event scheduled to occ submitted by the 15 <sup>th</sup> of each month. Reports are t planned for the following month. Failure to submit approval(s) and/or reissuance of liquor license. App checks by the Zoning Administrator and/or his/her the City of Deadwood is being provided.	ning Office. The report shall list event and cur the following month. Reports shall be to be submitted even if no upcoming event is monthly reports could risk future event proved vendors will be subject to periodic
		<sub>Initials</sub> <u>JC</u>
3.	As the event organizer and the renter of the Event proposed business activities (vendors or the event its concession facility and the concessionaire provided	self) will not compete with products sold from the
4.	The user acknowledges the City of Deadwood has concession spaces within the Deadwood Event Comconcessionaire and the concession space have been organizer/user of the Event Complex.	ontracted a concessionaire to operate the plex. The responsibilities in regards to the
		Initials JC
Or:	anization: WO MOTORSPORTS LLC	
UIE	me: JAMES CARTER	Title: OWNER
	0/4	11/13/2025
Sig	nature:	Date:

## **Event Complex Sign and Banner Policy**

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

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

Organization: WO MOTORSPORTS LLC	
Name: JAMES CARTER	<sub>Title:</sub> OWNER
Signature:	Date: 11/13/2025

#### **City of Deadwood Equipment and Services**

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

#### **Equipment and Services Provided (Included in Rental Fees)**

#### **Public Works Department**

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

#### Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
  - https://www.state.sd.us/eforms/secure/eforms/S E0903v1 PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

#### **Public Works Department**

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

#### Arena prep work including:

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

#### **General Event Complex Services:**

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

#### Equipment/Machinery with a City Employee Operator ONLY:

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

#### **Police Department**

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

#### Fire Department

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

## **Renter Reference Sheet**

Renter/Organization Name: WO MOTORSPORTS LLC	
--	--

#### Requirements (first time renter):

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

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

1) Name:	Phone Number:	
City/State:	Event Name:	
Event Location:	Email:	
2) Name:	Phone Number:	
City/State:	Event Name:	
Event Location:	Email:	
3) Name:	Phone Number:	
City/State:	Event Name:	
Event Location:	Email:	
nformation, which can be found at <a href="https://www.fully understand">https://www.fully understand my rights and obligations in conf</a>	nection with use of the Deadwood Event Complex.  THE SIGNED FACILITY USE AGREEMENT AND FULL PAYN	IENT IS
<sub>Name:</sub> JAMES CARTER	Title: OWNER	
	Date: 11/13/2025	
Daytime Phone Number: 6054152371		
	_Group/Event Name: #DO DEADWOOD PRES	-
Version 13 – Adopted October 6, 2025		Page 24

Return this form to the Planning and Zoning Office By email:

leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



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

### **Monthly Vending Report**

## **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:	Event Date:
Name of Person Completing Form:	
Contact Phone:	Contact Email:
Signature:	
Check here if n	o event is scheduled for next month:
Event Name:	
Event Location:	

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

	Page 1 of
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	
Vendor Name:	
Vendor Phone:	
Vendor Email:	
SDDOR Sales Tax License Number:	
Goods or services being sold:	

Monthly	y Vending Report – Additional S	heet	
Report Date:		Page	of
Event Name:	Event Date:		
Event Location:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			
Goods or services being sold:			
Vendor Name:			
Vendor Phone:			
Vendor Email:			
SDDOR Sales Tax License Number:			

#### NOTICE OF PUBLIC HEARING STREET CLOSURE AND OPEN CONTAINER FOR 3-WHEELER MOTORCYCLE RALLY EVENT

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held December 15, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

#### **Main Street:**

Bike parking on Monday, July 13, 2026 on Main Street from Wall Street to Deadwood Street northwest side only, from 9:00 a.m. to 11:00 a.m.

#### **Street Closure:**

Wednesday, July 15, 2026: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 8:30 p.m. until parade ends.

#### **Relaxation of Open Container:**

Saturday, July 11, Sunday, July 12, Monday, July 13, Tuesday, July 14 and Wednesday July 15, 2026 from 11:00 a.m. to 10:00 p.m. at the Event Complex.

#### **Use of Event Complex**

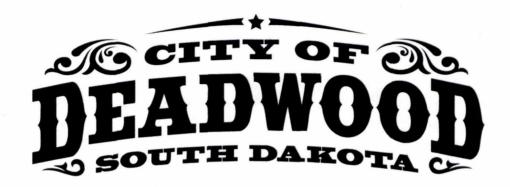
Friday, July 10 through Thursday, July 16, 2026. Fees have been paid.

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 1st day of December, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Please publish: B.H. Pioneer, December 4, 2025.	
For any public notice that is published one time:	
Published once at the total approximate cost of	



# **Event Complex Rental and Use Agreement**

Date of Event: July 11-15, 2026
Setup July 10 - tear down July 16

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

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

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

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

# **Table of Contents**

Topic Page
Table of Contents2
Rental and Use Agreement
Contact information
Rental & Deposit Fee Schedule
Rental Rules and Regulations6-7
Insurance and Liability Overview8
Facilities Use Agreement Indemnification and Insurance Clause
Event Sponsor Release and Indemnification Agreement
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)
Building Rental Rules
Event Complex Parking Requirements15
Responsibilities to and of Concessionaire
Acknowledgement of Deadwood Codified Ordinances
Alcohol Policy
Liquor Liability Insurance
General Business within the Complex
Signs and Banners
City Services and Equipment
References23



# Outdoor Event Complex Deadwood, SD 57732

# **Deadwood Event Complex Rental and Use Agreement**

# **Deadwood Event Complex Rental and Use Agreement**

Event Name: Deadwood 3 Wheel Rall	M
Compliance with Deadwood City Ordinances:	
Please review the City of Deadwood Ordinances located on the C www.cityofdeadwood.com or by calling (605) 578-2082.	ity of Deadwood website:
<ol> <li>Deadwood Codified Ordinance - Chapter 8.12 – Noise.</li> <li>violation of this ordinance could be grounds for refusing</li> </ol>	
2) Deadwood Codified Ordinance – Chapter 5.28 Commerce	e within the City of Deadwood.
Additional contacts:	
Names & contact number of event representatives or sub-contri	
Name: <u>Badlands Security</u> Phone: 605-210-1780	Title: Duner
Phone: 605 - 210 - 1780	Representing: Fritz (ar1500)
Name: Elizabeth Brown	Title: Insurance agent
Phone: 405-342-5555	Representing: Black Hills Insurance Agency
Name:	
Phone:	Representing:
Namai	T:41
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:

## **Deadwood Event Complex Rental and Use Agreement**

Renter Type:	For-Profit	☐ Private	☐ Non-Profit	Government	
(Check One)	Categories al	oove defined in the C	omplex Guidelines and l	Information Sheet	
Rental Fees:					
		Event Complex Facilities	Parking Lots On	1	Baseball Fields Only
		\$35 / Hr.	\$25 / Hi		\$25 / Hr.
Priva	ite	\$300 / Day	\$200 / D	ay	\$100 / Day
		\$30 / Hr.	\$25 / Hi		No charge
Non-Pr	ofit	\$250 / Day	\$150 / D	ay	No charge
		\$75 / Hr.	\$65 / Hi		\$35 / Hr.
For Pro	ofit 3500	\$500 / Day	\$400/ Da	ау	\$25 / Hr. \$100 / Day No charge

#### **Ticketed Events:**

**Government Agencies** 

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

No charge

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

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE.

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

1750

No charge

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down.....\$200.00 20' by 30' Set up and take down......\$400.00 20' by 40' Set up and take down......\$600.00 1866.

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

No charge

# Deposit and Fees must be received before application can be approved.

City reserves the right to bill for additional fees if damages exceed deposit amount. Please read the Use Guidelines for cancellation and reservation policies.

Fees	Request to	<u>Waive</u>	Refundable Depo	
Event Complex Facilities	\$3500 /		Key Deposit	\$ 100.
Baseball Fields	\$		Damage Deposit	\$ 2500
Parking Lots <b>ONLY</b>	\$		*Total Deposits	\$0 2600.
Add'l Set-Up/Tear Down	\$		*minus Admin Fe	
Tent(s)	\$ 1800.		and early arrivals	if any.
Event Complex Cleaning And Trash Removal	\$ 1750. V		Alcohol Fee (Pg 1 (\$100.00 per day	.8) )\$_500. \
Cleaning Baseball Restrooms	\$			
Cleaning Ferguson Restrooms	\$ 875.			
Streaming	\$			
Water Usage	\$ 50.			
Total Fees	<u>so 7975.</u>			
Organization: Fivst C	old Gamine	Reson	r+	
Signature:	May	Date:	10/10/2	5
" Little"	1	1_		
	_	Request to		
eler Rally 7 days	Fees	Waive	Notes	
O			i e	

		Request to	
3-Wheeler Rally 7 days	Fees	Waive	Notes
Event Complex Facilities	\$ 3,500.00		
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only			
Tent	\$ 1,800.00		
Event Complex Cleaning/Trash	\$ 1,750.00		2
Cleaning/Ferguson/Baseball	\$ 875.00		Ferguson Field
Streaming			
Water Usage	\$ 50.00		
Total Fees	\$ 7,975.00		
Minus Request to Waive			Paid 10/10 w/deposit

version 13 - Adopted October 0, 2023

Initials

## **Acknowledgement of Use Rules and Regulations**

- 1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.
- 2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.
- 3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee
- 4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

  Initials
- 5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.
- 6. I understand and agree: (Please Check Box for your Acknowledgement)
  - The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
  - All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
  - The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
  - Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
  - If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

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

# **Insurance and Liability**

#### Overview:

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

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

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

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

#### NOTE:

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

#### The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnifica	tion and Insurance Clause
Organization: 7173+ Gold Cramina A	leso7
Name: Michele Herce	Title: Event Coordinator
Signature:	Date: 10/10/75

# **Event Sponsor – Release and Indemnification Agreement**

	is is a Release of Liability Indemnification Agreement. Special Events Holder must read refully before signing.
	consideration for being permitted to engage in the following special event activities on Deadwood operty (describe in detail):
_	
Spe	ecial Events Holder hereby acknowledges, represents, and agrees as follows:
A. 	We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
_	Initials
В.	
	Participant Release and Indemnification required? YESNO
	Initials
C.	We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.
	Initials
D.	By signing this <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.
	Initials

E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEEMENT</b> , we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and
	actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.
	Initials
F.	We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.
	Initials
G.	By signing this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> , we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.
	Initials
Н.	We understand and agree that this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.
	Initials
l.	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.
	Initials
ev	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly thorized to bind the Special Events Holder hereto.
Or	ganization:
Na	me: Title:
Sig	nature: Date:

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

•	my signature below, on behalf of myself, my heirs, no sonal representatives, and agents, I hereby:	ext of kin, successors in interest, assigns,	
1.	Waive any claim or cause of action against and officers, employees, and agents for any liability from my participation in the activity listed abov	for injuries to my person or property resulting	
2.	Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agent for any claims, causes of action, or liability to any other person arising from my participation i the activity listed above; and		
3.	Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.		
	me:		
Addr	iress:		
Signa	nature:	Date:	

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

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:			
	signatures below, on behalf of our al representatives, and agents, w	rselves, our heirs, next of kin, successors in interest, assigns, e hereby:	
1.		on against and release from liability the City of Deadwood its for any liability for injuries to person or property resulting from labove;	
2.	· ·	mless the City of Deadwood, its officers, employees, and agents or liability to any other person arising from participation in the	
<ol> <li>Consent to receive any medical treatment de listed above; and</li> </ol>		reatment deemed advisable during participation in the activity	
4.	<ol> <li>Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.</li> </ol>		
substa: assura:	ntial rights by signing it, and have	y understand its terms, understand that I have given up e signed it freely and voluntarily without any inducement, me and indent my signature to be complete and unconditiona d allowed by law.	
Minor's Name:		Date of Birth:	
Addres	ss:		
Signature:		Date:	
Guardian's Name:		Date of Birth:	
Addres	ss:		
Signature:		Date:	

## **City of Deadwood Building Rental Rules**

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth. In addition to the rental agreement, the following rules are in force:

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

I have read and understand these rules.	
Organization: FIRST Gold Gamina	Resort
Name: Milhele herce	Title: Event Coordinator
Signature:	Date: 10/10/25

## **Event Complex Parking Requirements**

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

The following rules are in force:

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

#### Additional Notes:

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

I have read and understand these rules.	
Organization: FIRST Gold Gamina	Resort
Name: Michelle Pigre	Title: Event Coordinator
Signature:	Date: 1010175

#### Responsibilities to and of the Concessionaire

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

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

rental agreement and the use of the Deadwood E	vent Complex.
Organization: That Gald Gumina	Kesort
Name: Mille Digle	
Signature	Date: 10/10/35
Mary.	

## **Alcohol Policy for Facility Rentals**

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

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

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

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

,
<ul> <li>The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.</li> </ul>
YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol
Policy.
NO, we will not have alcohol at the contracted event and agree to police the buildings and
parking area to ensure no alcohol is present at the event.
Organization: FIRS Gold Cramina Name; Michela Pierce
Title: EVENT COVAMATOR Signature: MCCC /
71 71
Dates/Times Alcohol will be served: (1 - 15, 20% (1:00am - 10:00 pm)

Kristi Flemming - Food & Beverage Mgr

# **Liability Insurance**

Name of Insurance Company: Black Hills Insurance Agency  Agent's Name: Lizabeth Brown Policy Type: Commercial Liabilit  Phone: 405-342-5555 Policy No.: CL246282719b  Address: 870 St. Joseph, Rapid City SD 57109
Agent's Name: 17abeth brown Policy Type: 1000 Policy Type: 1000 Policy No.: 1000 Policy No.
Agent's Name: 17abeth brown Policy Type: 1000 Policy Type: 1000 Policy No.: 1000 Policy No.
Phone: 405-342-5555  Policy No.: CL246282719b
Phone: 405-342-5555  Policy No.: CL246282719b
920 Of Toppy Paril 1-t Ch
Address: 820 St. Joseph, Rapid City SD 57709
Please obtain the required insurance and mail an original insurance certificate to:
City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.
Deauwood, 3D 37732.

# **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:  South Dakota Department of Revenue Office  445 East Capitol Ave Pierre, SD 57501-3185  (605) 773-3311
	Initials M
2.	If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.
	Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15 <sup>th</sup> of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.
	Initials <u>M</u>
3.	As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.
	Initials 1
4.	The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.
	Initials
Na	ganization: F175t Gold Gaminy Resort  me: My le Piace Title: Evant Coordinator  nature: Date: 10/10/35

# **Event Complex Sign and Banner Policy**

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

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its

indicate read the sign and builter rolley for the city of	Deduttood Litem	complex, runy understand its
terms, understand that I shall abide by Deadwood Co	odified Ordinance	15.32, and have signed it freely
and voluntarily.	10	
Organization: 1134 Gold Gunina	Lesort	
Name: Michelle Herre	Title:	Event Coordinator
Signature:	Date:	10/10/25
1 Julie 1		

#### **City of Deadwood Equipment and Services**

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

#### **Equipment and Services Provided (Included in Rental Fees)**

#### **Public Works Department**

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

#### **Police Department**

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
  - https://www.state.sd.us/eforms/secure/eforms/S E0903v1 PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway
   85/14A. This service shall be determined in advance if needed.

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

#### **Public Works Department**

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

#### Arena prep work including:

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

#### **General Event Complex Services:**

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

#### Equipment/Machinery with a City Employee Operator ONLY:

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

#### **Police Department**

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

#### Fire Department

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

#### **Renter Reference Sheet**

Renter/Organization Name: <u>Md Wood 3 Wheel vall</u>

#### Requirements (first time renter):

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

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

1) Name:	_Phone Number:		
City/State:	Event Name:		
Event Location:	_Email:		
2) Name:	Phone Number:		
City/State:	Event Name:		
Event Location:	_Email:		
3) Name:	_Phone Number:		
City/State:	_Event Name:		
Event Location:	_Email:		
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and			
information, which can be found at <a href="https://www.cityofdeadwood.com/parksrec">https://www.cityofdeadwood.com/parksrec</a> I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.			
RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.			
Organization:			
Name:	Title:		
Signature:	Date:		
Daytime Phone Number:			
Date of your Event(s):Grou	p/Event Name:		

Version 13 – Adopted October 6, 2025

Return this form to the Planning and Zoning Office By email:

leah@cityofdeadwood.com

By mail:

108 Sherman Street, Deadwood, SD 57732



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

#### **Monthly Vending Report**

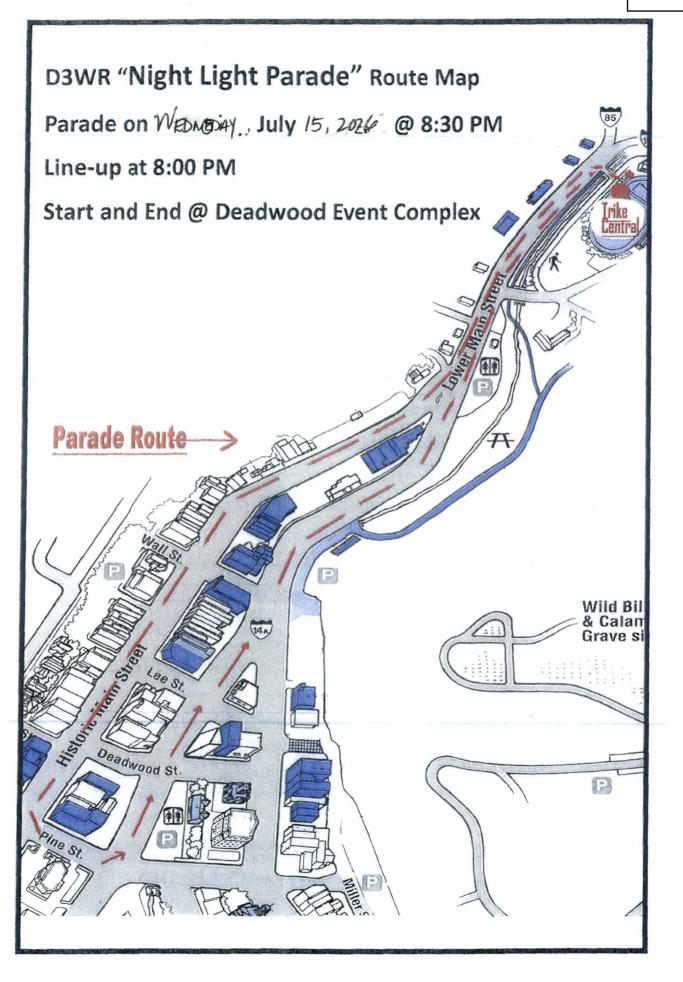
#### **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:		Event Da	ite: <u>VUIY 11</u>	-15,2024	
Name of Person Compl	eting Form:	hele V	turce'		
Contact Phone: 307-				a firstgold.	Com
Signature:	02			9	
Che	eck here if no event is	scheduled f	or next month:		
Event Name:					
Event Location:	eddwood A	rent (	enter		



# **D3WR OVERNIGHT PARKING REGISTRY**

	VEHICLE COLOR:				
	ADDITIONAL INFO:				
LAST NAME:	FIRST NAME:				
STATE: ZIP	CELL PHONE:				
START DATE: JULY,	_2026 END DATE: JULY,2026				
DISCLAIMER:					
your sole risk. D3WR, F Deadwood does not gu tents and is not respon hereby, and no bailmed ed at vehicle owner's e perjury that I have read outlined in the Overnig application is true and does not exempt me from	It Gold Inc., its staff, volunteers and subcontractors and City of a or assume care, custody or control of your vehicle or its concle for fire, theft, damage or loss. Only authorization is granted is created. Vehicles left over requested days may be impoundense. By signing below, I certify or declare under penalty of the information provided to me. I understand the conditions arrect to the best of my knowledge. I realize that this permit in any other parking restrictions. Frequent overnight parkers by be subject to tow at vehicle owner's expense.				
SIGNATURE:	DATE: JULY, 2026				

# **EVENT REGISTRATION/RELEASE FORM - July 11-15,2026** ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the events(s) described below:

- 1. I acknowledge that motorcycle/trike activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders' equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, Deadwood 3 Wheeler Rally (D3WR), First Gold, Inc. (FGI), Deadwood Chamber of Commerce, (C of C) City of Deadwood and its officers, directors, and employees. I hereby assume all the risks of participating, viewing and/or volunteering in this event. I realize liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court cost and all attorney fees that result from my action, civil or otherwise.
- 2. I certify I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge this Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers of the event(s) in which I may participate and that it will govern my actions and responsibilities at said events. I certify I am not under the influence of any narcotic, alcohol, or other drug. I certify I have fully adequate insurance to cover all medical claims, the motorcycle/trike and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Ride, the Ride, the period between the end of the Ride and my return to my final destination. I further certify I have all the insurance required by law and I am licensed and competent to operate a motorcycle/trike in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.
- 3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event. The following entities or person: D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and hold harmless the entities or persons mentioned in this paragraph from all liabilities or claims made by other individuals, or entities because of any of my actions during this event. Accordingly, I do hereby release and discharge D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, volunteers and agents and their officers, agents, and its employees from all claims, demands and causes of action of every kind whatsoever for any death, damages and or injuries which may result from my participation in this event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during the event(s). I agree to pay any and all costs related to medical response, treatment, and transport on my behalf.
- 5. I certify I will wear the personal protective equipment while operating my motorcycle/trike at this event that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle/trike and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s). The engine displacement of my motorcycle/trike is at least 650cc, the minimum size allowed for participation.
- 6. I agree to pay for all expenses, including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I incur as a result of participating in the D3WR event.
- 7. As additional consideration for being allowed to participate in the D3WR event, I hereby assign to D3WR, FGI. C of C, and the City of Deadwood, any claim I have or might have in contract or in tort in any way shape, form \( \preceq \) 174

fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against D3WR, FGI, C of C, the City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representative and agents or may have against entities and individuals listed in the paragraph whether directly or through third parties. The intent of the parties is that D3WR, FGI, C of C, City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representatives, and agents shall be liability free regarding anything in any way connected with the event.

8. I hereby release D3WR, FGI, C of C and the City of Deadwood from all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Accident Waiver, Release of All Liability and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Full Signature of Driver:	
Printed Name:	Date: July, 2026
Full Signature of Passenger:	
Printed Name:	, 2026

#### Thank You for Joining Us - Ride Safe!

RALLY TRIVIA	
Your AGE: # of Years attending this	s event

# SD PA

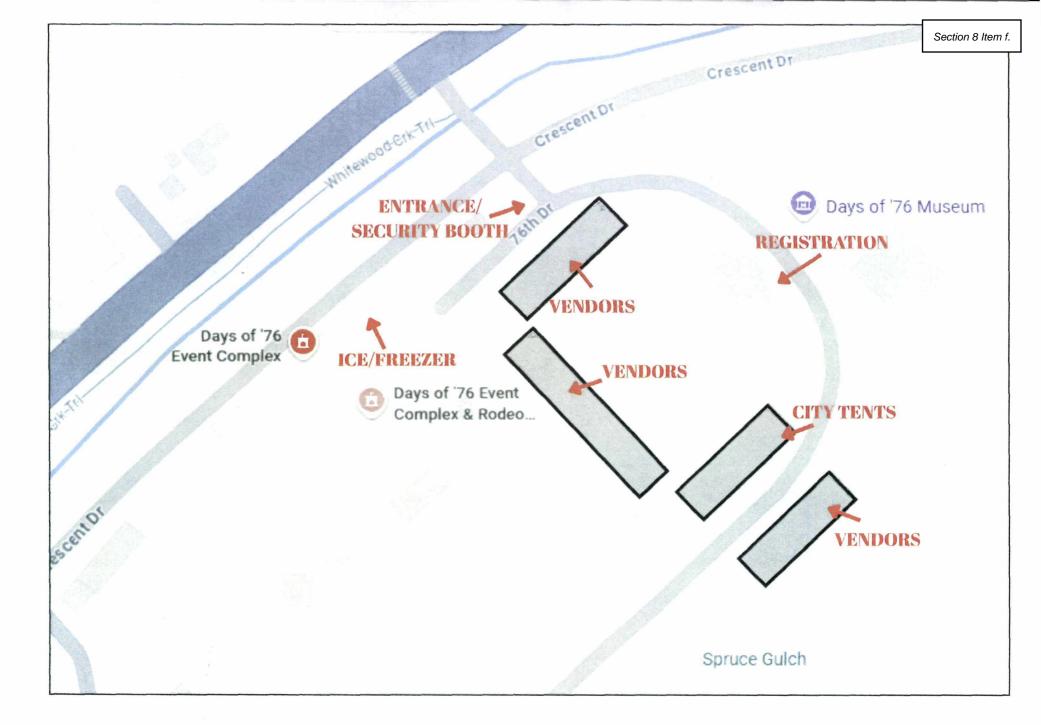
## By using this form you are agreeing to our terms of use. Please r

Section 8 Item f.

DOT-295 (09/22)

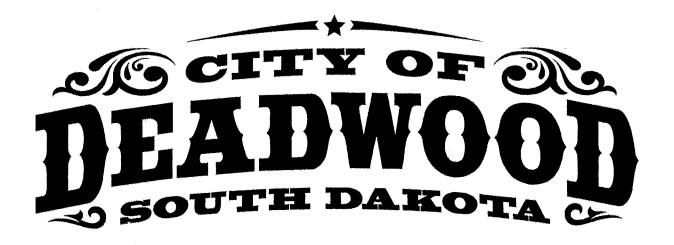
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

lighwa	ay No. <u>85/14A</u> Cou	Inty LAWRENCE	_Approximatel	y <u>1.7</u> Miles	N S VE	_]w
rom ((	City or well-defined	point) 15'76 DRIVE	Section	Township	Raı	nge
Descrip	otion of Occupancy:	EVENING PARADE	@ 830PM JU	JLY 15, 2026		
Purpos	e of Occupancy:	PARADE TRAVELS DEHDWOOD	OUT OF TH	E EVENT CENTER (	OING SOUTH ON	85 TO MAIN S
		ERMANENT TEMPOR				
, the attache	undersigned, reque ed layout sheet. In	est permission to occu consideration for this p	ipy public rigi permission, I a	nt-of-way at the abov gree to abide by all co	e location and as s inditions as herein st	hown on the $pm$
۱.		erials, labor, incidental o the roadway and ri d by this permit.				
2.		tion to highway traffic cribed in the "Manual o			per signs, barricades	, flagpersons
3.	To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.					
APPLIC	CANT NAME (please	print) MICHELE PIL	ERCE DEAD	WOOD 3 WHEEL RA	LLY	
	TURE )	D-		DATE (0)	1	
ADDRE	SS 270 MAIN STE	REET DEADWOOD S	D 57732	PHONE (60	5) 578-9777 <i>QXt</i>	1103
REPRE	SENTING DEADWO	OOD 3 WHEEL RALL	Y /FIRST GO	LD EMAIL	3WR@FIRSTGOL	D.COM
	(N	ame of Individual, Con	npany, Organi	zation, etc.)		
		***To be comple	eted by Departm	ent of Transportation***		
Project		Station	Milepo:	st Maint	enance Unit	
ι.	Prior to commencing	occupancy and at comple	etion of occupan	cy the applicant must not	ify	
	at	Phone		Email	<del> </del>	
2.	Special Conditions					
		·	<del></del>			<del></del>
3.		h the occupancy in accord and where applicable, co nse.				
This pe	rmit to occupy the rigi	ht-of-way is granted subje	ect to all condition	ons as herein stated.		
	Area Engineer	Date	_	Chief Bridge Engineer (for Bridge Installations	Date only)	
	Region Engineer	Date	_			



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

		Page 1 of
Vendor Name:		
Vendor Phone:		
Vendor Email:		
SDDOR Sales Tax License Number:		
Goods or services being sold:	Non-comitted	
Vendor Name:	is les until	
Vendor Phone:	VMaus un	
Vendor Email:	dates are approved	
SDDOR Sales Tax License Number:	will update	
Goods or services being sold:	dates are approved will update when comitted.	
Vendor Name:	// / /	
Vendor Phone:		7
Vendor Email:		
SDDOR Sales Tax License Number:		-
Goods or services being sold:		



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

#### Instructions:

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

## **EVENT INFORMATION**

□ F	Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
	treet Fair	☐ Triathlon	⊠Other 3	WHEELE	R ROPLLY	/
Event Title: _ Event Date(s	Dea July 1	dwood 1- July 15		Deeler Anticipated Atte	Rally ndance: 70	00+
	/(m	ionth, day, year)				
			(# of <u>Participa</u>	ints	# of <u>Spectato</u>	rs)
Actual Event	: Hours: (fro	m:	8:00	M/PM (to):	10.	00 AM / PM)
Location / St	aging Area:	Deadwood	nd Even	+ (enter	-/ Days 01	16 Comples
		uction <u>Frida</u>	1 1	Start time:	0	(0:00 (AM / PM
Please descr	ibe the scop	pe of your setup /	assembly work (s Set UP)	specific details): \( \text{\( \text{\) \}}}}}} \end{\( \text{\( \text{\) \}}}} \end{\( \text{\( \text{\) \}}}}}} \end{\( \text{\( \text{\) \\ \end{\( \text{\( \text{\) \end{\( \text{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\) \end{\( \text{\( \text{\) \} \end{\( \text{\) \end{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \) \end{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\} \end{\( \text{\) \end{\( \) \end{\( \text{\) \end{\( \) \end{\( \text{\) \end{\( \text{\( \text{\) \end{\( \text{\( \) \end{\( \text{\) \end{\( \text{\) \end{\( \text{\} \end{\( \text{\) \end{\( \text{\) \end{\( \) \end{\( \text{\} \end{\( \) \end{\( \) \end{\( \) \end{\( \) \end{\( \) \end{\( \) \end{\( \)} \( \) \end{\( \) \enion \end{\( \) \end{\( \) \end{\( \) \end{\( \) \end{\( \) \end{\	Elting up. haires, b	<u>additional ter</u> Junius 4 filo
Dismantle Da	ate: VII	ly 16 6:	0 <i>0 am</i> _Com	pletion time:	Tuly 16	3:00 AM/PM
and time of	re-opening:	JULY 13th	h/Mondal Istana sa l	1-50H (	OSUVE on m	and <u>time</u> of closing, pain street from got hand side go ng et 11:00 a.m.
	ny request inv	volving 25 or less mo rood Street.	otor vehicles will ut	ilize Deadwood Stre	et and will be barric	aded at both
> A	ny request in	volving 25-50 motor		ding motorcycles) w	vill park on the north	side of Main
		vill not require stree volving 50 or more v		ıld require an entir	e street closure fron	n Wall Street to
	A STATE OF STREET	eet will require securit				
	treet to direct			f.il		
> A	dditional secu	ırity may be require	d at the discretion	of the Event Comm	ittee.	
			OPEN CC	NTAINER		
htt	tps://www	w.cityofdeadwo	ood.com/plan	ning/page/spe	ecial-event-ope	n-container-
			informatio	n-and-maps		
Date:	1///	Time	s:	Zon	e:	
Date:	NIA	Time	s:	Zon	e:	
Date:		Time	s:	Zon	e:	
Date:		Time	s:	Zon	e:	
				_		

Adopted October 6, 2025

	API	PLICANT AND SPONSORING ORGANIZATION INFORMATION	
	Z	Commercial (for profit) Noncommercial (nonprofit)	
		anization: <u>FIVST GOLD Caming</u> Resort Organization (NAME): TENTI WARD / Deadwood 3 Wheeler Ralk	<b>\</b>
Applicant Address:_	• •	Business Phone: (605) 578-9777 ext  O Main Street Deadwood (5) 57732  (city) (state) (zip code)	! ! 110:
Daytime p	ohone: É	307 391-1541 Evening Phone: 307 391-1541 Fax #: ()	
		rofessional event organizer or event service provider hired by you that is authorized to work to produce this event.  Michele Pierce	
,	Address:	to produce this event.  Michele Pierce  s: 270 Main Street Deadwood SD 57732  (city) (state) (zip code)	
Contact pe	erson " <b>o</b> i	on site" day of event or facility use Michele Pierce Pager/Cell #: 307-391-1541	
( <u>Note</u> : Th	nis perso	son 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 <b>YES</b> , 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).	
	Ř	Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):	4

# OVERALL EVENT DESCRIPTION:

# ROUTE MAP/ SITE DIAGRAM/ SANITATION

		detailed description of your proposed event. Include details regarding any components of as use of vehicles, animals, rides or any other pertinent information about the event:
	QH	lached map
J11	(/ /	1 - Kick off pathy @ Complex 5:00 pm
TIAK	1 1	2- 4 coordinated rides with ride leaders-muica
Tul	1 1	5:00
Volvi	7	Music @ 5:00 at Complex
Tul	y 14	1- 4-6 Coordinated rides - Die 4 ice cream Social raise money for local VIV
·		music @ 5:00 - complex
Valu	15-	pancalle feed 7-11 VTW - 2-4 Coordinated rides
		pancalle feed 7-11 VTW - 2-4 Coordinated rides finale dinner @ 5:00, parade @ 8:30 pm
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YEŞ	
	R	Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.
	攻	Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Hhirts hats</u>
		1000
	A	Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and
		provide written narrative to explain your route. If the route involves state highways, please
		click the link below to submit a SD DOT Permit to Occupy Right-of-Way. <a href="https://www.state.sd.us/eforms/secure/eforms/S">https://www.state.sd.us/eforms/secure/eforms/S</a> E0903v1 PermitToOccupyROW.pdf
Z		Does this event involve a fixed venue site? If <b>YES</b> , 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 7 of Beer Garden Areas.				
	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event: FG will prepare food  Un Site Via grills (propane) flat top grills				
	If you intend to cook food in the event area, please specify the method to be used:				
	Øgas Delectric □ Charcoal □ Other(Specify):				
	First Aid Facilities and Ambulance locations.				
	Tables and Chairs.				
	Fencing, Barriers and / or Barricades.				
	Jersey Barriers and Equipment used for other than safety purposes \$25.00 each				
	Generator Locations and / or Source of Electricity.				
	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down				
<b>&gt;</b>	Booths, Exhibits, Displays or Enclosures.				
<b>&gt;</b>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.				
	Vehicles and / or Trailers.				
	Trash Containers and Dumpsters.  (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.  Number of trash cans: Trash Containers w / lids:				
	Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the				

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:  Order paid
Other Related Event Components not covered above. porta porties - Superior Sanitar  Adily Service
SAFETY/SEGURITY/ACCESSIBILITY
Please describe your procedures for both <b>Crowd Control</b> and <b>Internal Security</b> : Badlands Scurity
Please describe your Accessibility Plan for access at your event by individuals with disabilities: hand icap
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: Badlands Security Organization:  Security Organization Address:  Belle Fourthe  SD
Security Organization Address: Belle Fourche SD
Security Director (Name): Fritz CarlSon (city) (state) (zip code)  Business phone: 605-210 - 1780
Is this a night event? If <b>YES</b> , please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: 10 pm 110/hts in Event Jenter and also in bartents  That FG provides
Please indicate what arrangements you have made for providing First Aid Staffing and Equipment?
NumberAmbulance(s) - How provided? Dwd Emergery
NumberEmergency Medical Technicians – How provided?

# PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO	YES,	Social Media, vadid, local newspaper, SED
		Will there be any live media coverage during your event? If YES, please explain:
		public inquiries and / or media inquiries for this event to:PHONE:
N	ame of Ins	nsurance for your event will be required before final permit approval.  arance Company: Black Hills Insurance Agency  e: Elizabeth Brown
Bı	usiness Ph	one: (105) 342-5555 Policy Number: Policy Type: Commercial

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.

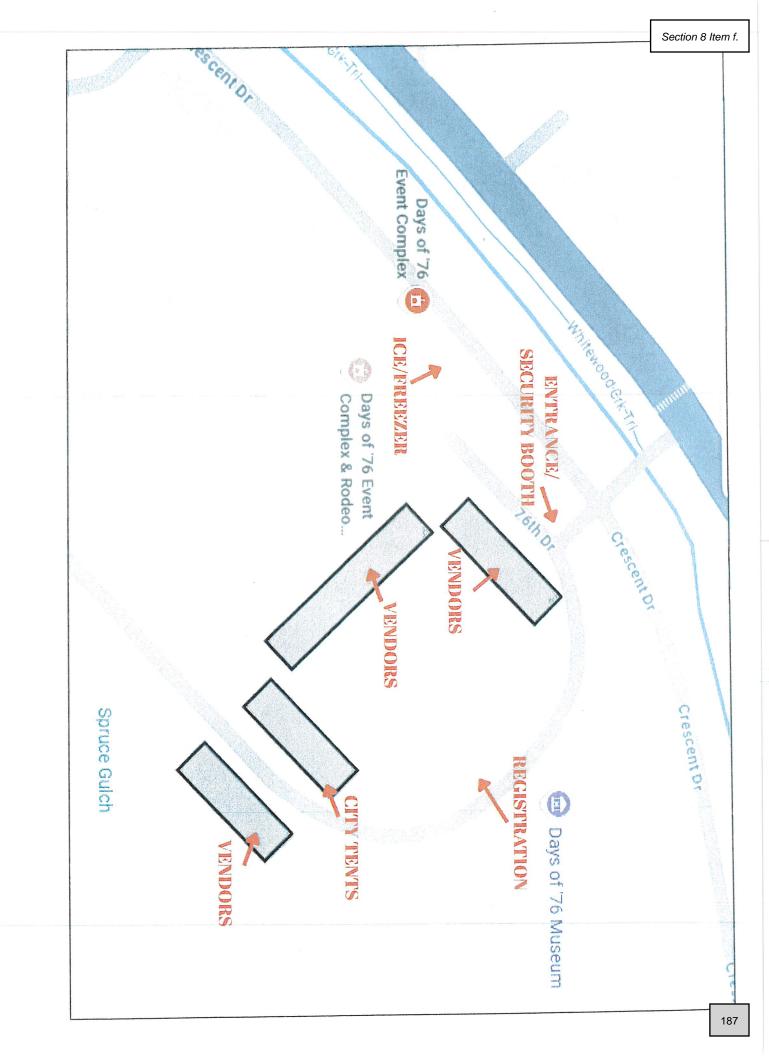
#### AFFIDAVIT OF APPLICANT

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): MIWELE VIEVL	_
N Call	
(Signature of Applicant/Sponsoring Organization)	
Title: Event Coordinator	_
Date: 11/6/25	

#### VENDING

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





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Flizabeth Brown PRODUCER PHONE (A/C, No, Ext): E-MAIL (605) 342-7901 (605) 342-5555 Black Hills Insurance Agency elizabethbrown@blackhillsagency.com 820 St. Joseph ADDRESS: PO Box 3330 INSURER(S) AFFORDING COVERAGE NAIC # SD 57709 Markel Insurance Company Rapid City INSURER A: Markel American Insurance Company INSURED INSURER B: 10351 First Dakota Indemnity Company First Gold, Inc. INSURER C: 270 Main INSURER D: INSURER E: SD 57732 Deadwood INSURER F : CL257129604 **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY NUMBER s 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE

	CLAIMS-MADE CCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	§ Excluded
Α		1	MKP0000501442601	07/01/2025	07/01/2026	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 5,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
ŀ	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO			1		BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS ONLY AUTOS		MKA0000501442701	07/01/2025	07/01/2026	BODILY INJURY (Per accident)	\$
1	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONLY AUTOS ONLY						\$
	WIMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$ 3,000,000
В			MKX0000501442801	07/01/2025	07/01/2026	AGGREGATE	\$ 3,000,000
	DED RETENTION \$						\$
<u> </u>	WORKERS COMPENSATION					➤ PER OTH-	
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE		W0000 0007040 00054	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
С	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A	WC020-0027018-2025A	07/01/2025	07/01/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
					,		
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

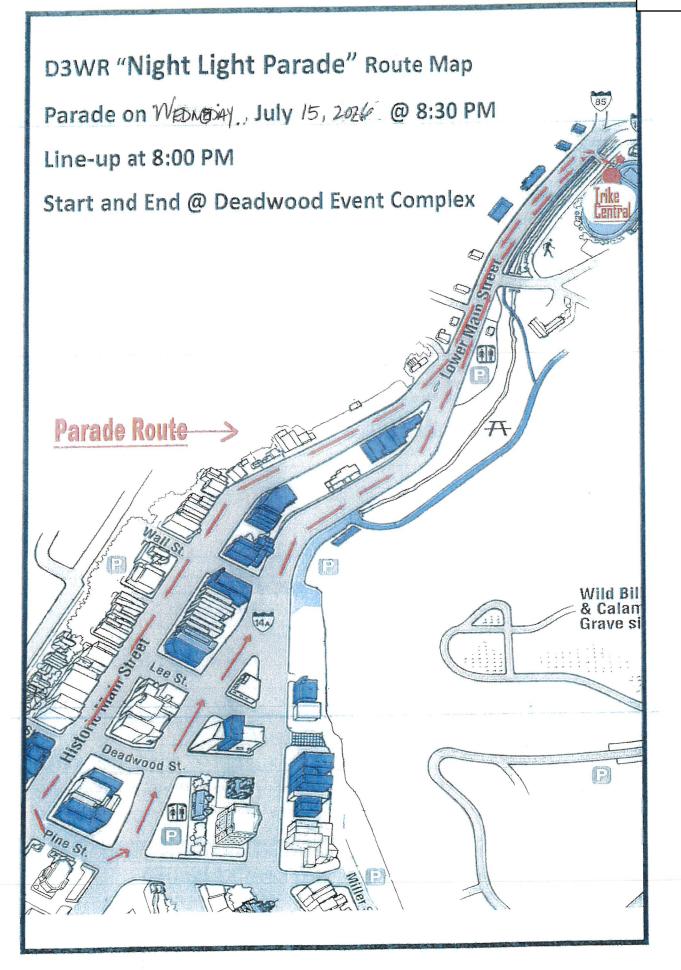
CERTIFICATE I	HOLDER		CANCELLATION		
	City of Deadwood		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
108 Sherman Street			AUTHORIZED REPRESENTATIVE		
	Deadwood	SD 57732	MANNY		

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D(	(09/22)	SOUTH DAKOTA	DEPARTMENT OF TRAN		<b>.</b> Υ	Social	on 8 Item f
Highwi	ay No. <u>85/14A</u> Cou	nty LAWRENCE	_Approximately <u>1.7</u>	Miles	□n <b>⊠</b> s_		
from (	City or well-defined [	point) 15'76 DRIVE	Section	Township		Range	whether the same and the same a
Descri	ption of Occupancy:	EVENING PARADE	@ 830PM JULY 15,	2026 - Po	LICE ESC	ORT	talahalainnylen jaja yaja mita mita Mi
Purpos	e of Occupancy:		OUT OF THE EVEN		OING SOUTI	1 ON 85 TO 1	VAIN S
Duratio	on of Occupancy: PE		ARY If temporary,		e of removal or	completion:	1/15/26
I, the attach	undersigned, reque ed layout sheet. In	st permission to occu	upy public right-of-way permission, I agree to	y at the abov abide by all co	e location and nditions as her	as shown on ein stated.	the PN
1.	To furnish all mate of any damage to occupancy covered	the roadway and ri	is and pay all costs invight-of-way to equal o	olved with thi or better cond	s occupancy in ditions than ex	cluding restora disted prior to	ation the
2.			during occupancy by t f Uniform Traffic Contr		oer signs, barri	cades, flagper	sons
3.	employees, harmle any kind or nature	ess from and against brought because of a	th Dakota, its Departr any and all actions, s ny injuries or damage i ght-of-way designated	uits, damages eceived or sus	, liability or ot stained by any	her proceeding	gs of
APPLIC	ANT NAME (please	print) MICHELE PII	ERCE DEADWOOD :		gerprogramment igner tystem metter programment in neutroperation because in	PROFESSIONAL PLANS A SPERMENT OF THE PROFESSION OF THE PROFESSION OF THE PROFESSION OF THE PROFESSION OF THE P	
SIGNA	TURE/ YOU			DATE /0/	7/2025	nn egyagyaya saadi si dare edi addis intel tida intel tida intel tida intel tida intel tida intel tida intel t	
ADDRE	SS 270 MAIN STR	EET DEADWOOD S	D 57732	PHONE (60	5) 578-9777 ,	oxt 1103	
REPRE		OD 3 WHEEL RALL		CONTRACTOR OF AN AND AN AND AND AND AND AND AND AND A	3WR@FIRST	GOLD.COM	
R (4 no. 442-15) 113 114 ph-46 0 pq.	(Na	ame of Individual, Con	npany, Organization, e	tc.)	usy nativo kida makaya ma kanayak diginang kida alah kiya lipa aka yay digi mag kanasak alahasan		ny my mp ny magania 140 Mari
		***To be comple	eted by Department of Tra	nsportation***			
roject		Station	Milepost	Mainte	enance Unit		
l.	Prior to commencing	occupancy and at comple	etion of occupancy the ap	plicant must not	ify	replacement of the state of the	-
	at	Phone	Email	moorksmoorkelijooliskiinin maan kasta ta ee ee kasta ta ee	- Marie Marie Carlos Ca	the second special section is the second section of the second section	<del></del>
2.	Special Conditions			and the second s			
3.	Failure to accomplish permit null and void a the applicant's expen	and where applicable, co	lance with the provisions nstitute grounds for its re	of this permit w moval and/or fu	III automatically II restoration of t	render this the occupancy si	- te all at
his per	mit to occupy the right	t-of-way is granted subje	ect to all conditions as he	rein stated.			
	Area Engineer	Date		dge Engineer je Installations o	Date only)	3	
gegen vite digity variety of extra find a livery	Region Engineer	Date	uidea				

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Sheet 1 of 2



#### NOTICE OF PUBLIC HEARING STREET CLOSURE, PARKING FOR MUSTANG RALLY

**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 December 15, 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:**

Main Street closed from Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m. on Thursday, September 3, 2026.

#### **Use of Sherman Street Lot**

Thursday, September 3 from 6:00 a.m. to 4:00 p.m.

#### **Main Street Parking:**

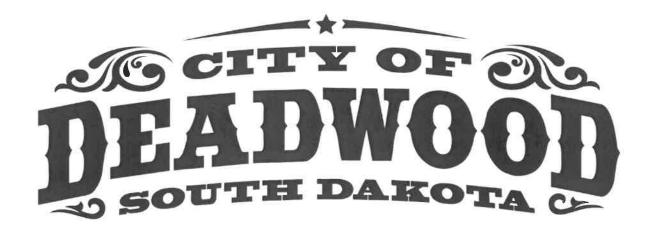
Parking on Main Street from Wild Bill Bar to Nugget Saloon on Thursday, September 3 from 1:00 p.m. to 4:00 p.m. for overflow.

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 1st day of December, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish B.H. Pioneer: December 4, 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

Mustang Rally 9/3/26

#### Instructions:

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

# **EVENT INFORMATION**

	□Run	□Walk	☐ Bike Tour	☐ Bike Race	□ Parade	☐ Concert
	□ Street Fair	☐ Triathlon	<b>■</b> Other			
Event Titl	e: Mustang R	ally 9/3/26				
Event Dat	e(s): 9/3/26		Total	Anticipated Attend	lance:	
	(m	onth, day, year)	/H of Dantisi-s		# of Cunstanton	
			(# of <u>Participa</u>		# of <u>Spectator</u>	5)
Actual Ev	ent Hours: (fro	m: 1pm		M / PM (to): <u>4pn</u>	1	AM / PM
Location ,	/ Staging Area:	Wall St to Dead	wood St			
Set up/as	sembly/constr	uction 1pm		Start time: 1pr	n	AM / PM
	scribe the scop		assembly work (s	pecific details): St	reet closure from \	Wall St. To Deadwood
		t. Parking lot 6am to	4pm 9/3/26 for M	ustang Staging		
Dismantle	Date: 4pm		Com	pletion time: 4pm		AM / PM
				Include <u>street nar</u> t. 1pm to 4pm 9/3/26		and <u>time</u> of closing
				at 6am and ending a		
>			tor vehicles will util	lize Deadwood Street	and will be barrica	ded at both
>	ends of Deadw Any request inv		ehicles (not includ	ling motorcycles) will	park on the north	side of Main
		vill not require stree		, ,		
>				ld require an entire s		
	Street to direct		be provided at Dea	dwood Street and Ma	iin Street and Wall	Street and Main
>	Additional secu	rity may be required	at the discretion o	of the Event Committe	ee.	
			OPEN CO	NTAINER		
	https://wwv	v.citvofdeadwo		ning/page/speci	al-event-oner	-container-
-			information		ar evenie open	
Date:		Times	:			
			:			
			:			
			j:			
			); 			

#### APPLICANT AND SPONSORING ORGANIZATION INFORMATION Noncommercial (nonprofit) Commercial (for profit) Sponsoring Organization: Sturgis Mustang Rally Chief Officer of Organization (NAME): Pattye Flannagan Business Phone: 605 Applicant (NAME): Jesse Allen 1578-3456 Address: 460 Main St. Deadwood 57332 (state) (city) (zip code) Daytime phone: 605-578-1876 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) Pager/Cell #: 605-787-0386 Contact person "on site" day of event or facility use Pattye Flannagan (Note: This person must be in attendance for the duration of the event and immediately available to city officials) Attach a written communication from the Chief Officer of the organization which authorizes REQUIRED: the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the 鹽 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:

Mustan	g Rall	y Show and Shine				
9/3/26	Closur	e of the Sherman St. Parking Lot 6am - 4pm for Mustang Staging				
9/3/26 [	9/3/26 Main Street closure Wall St. to Deadwood St. 1pm - 4pm (soft) with overflow parking					
in Badl	ands a	rea down to the Nugget.				
Mustar	g Rall	y will pay Deadwood Alive \$500 and the last stage will be off Main by 1pm				
Shoot (	Outs m	nove to Outlaw Square at 2 and 4pm				
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)				
NO	YES					
臘		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , 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				
		<b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please				
		click the link below to submit a SD DOT Permit to Occupy Right-of-Way.				
		https://www.state.sd.us/eforms/secure/eforms/S E0903v1 PermitToOccupyROW.pdf				
		Does this event involve a fixed venue site? If <b>YES</b> , 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.		
<b>&gt;</b>	Fencing, Barriers and / or Barricades.		
>	Jersey Barriers and Equipment used for other than safety purposes\$25.00 each		
A	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		
<b>&gt;</b>	Booths, Exhibits, Displays or Enclosures.		
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.		
>	Vehicles and / or Trailers.		
>	Trash Containers and Dumpsters.  (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.  Number of trash cans: Trash Containers w / lids:		
>	Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.		

		y: <sub>1</sub>			e during and after the e	
	Other	Related Event Compon	ents not covered ab	oove.		
			SAFETY / SECU		SSIBILITY	
Please	describe y	our procedures for bot	h <b>Crowd Control</b> an	d Internal Security	Badlands Security and V	/olunteers
Please	describe y	our Accessibility Plan f	or access at your ev	ent by individuals v	with disabilities: Accessi	ble
		the applicant's respon		rith all City, Count	y, State and Federal Dis	ability Access
NO  Securit	YES  Type of the second	Have you hired any event? If <b>YES</b> , plea ation: Fritz Carlson		ity organization to	handle security arrange	ments for this
Securit	v Organiza	ation Address: 11089 S	Sanoma Dr. Belle Fo	urche SD		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, 0.80			(city)	(state)	(zip code)
Security	/ Director (	Name): Fritz Carlson		Bus	siness phone: <u>605-210-17</u>	30
NO	YES	_	-		d surrounding area will	
		-				
Pleas					affing and Equipment?	
	Numb	oer <u>0</u> Emerge	ency Medical Techni	cians – How provid	led?	

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

#### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Pleas	se describe	e your plans to notify all residents, businesses and churches impacted by the event: Social and local media
	E	NTERTAINMENT / 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.
Numb	er of Stag	es: Number of Bands:
Гуре о	of Music: _	
		Will sound amplification be used?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
=	П	Will sound check be conducted prior to the event?
_	_	If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your
	_	permit (issued by the State Fire Marshall's office) to this application.
		Are any signs, banners, decorations or special lighting be used? (Special Events recognized by The Cit of Deadwood get approved by Resolution annually in January) (If YES, please describe:

# PROMOTION/ADVERTISING/MARKETING/INFORMATION

) ]	YES	Sturgis Mustang Raly	romotea	, advertised or i	marketed in any ma	nner? IT YES, please o	describe:
<b>]</b>		Will there be any liv	ve media	ı coverage durir	ng your event? If <b>YE</b>	S, please explain:	
		t public inquiries and /	or medi	a inquiries for th	nis event to:		
NAN	/IE: Pattye	Flannagan				PHONE: 605-787-0368	
		INCLIDAN	CE DE	OLUDEMEN	ITS/LIQUOR L	IARII ITV	
		INSURAN	ICL IL	QUINCIVIEN	113/LIQUUN L	ADILITI	
RE	QUIRED:	Insurance for your eve	ent will b	e required befo	re final permit appr	oval.	
	ame of Ins	urance Company:					
_	gent's Nan nris Roberts	ne:					
Βι	ısiness Ph	one: (605 ) 578-3456		Policy Numbe	r:_RS200GL0291-2	Policy Type: CGL	
Ac	ldress: 46	0 Main St. Deadwood	SD	57332			
					(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):

(Signature of Applicant/Sponsoring Organization)

Title: Director

Date: 11/7/2026

#### VENDING

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

Return this form to the Planning and Zoning Office By email: <a href="mailto:leah@cityofdeadwood.com">leah@cityofdeadwood.com</a>
By mail: 108 Sherman Street, Deadwood, SD 57732



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

# **Monthly Vending Report**

# **Convention Center, Event Complex, Outlaw Square**

Complete one (1) report for each event.

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

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

Report Date:	Event Date:
Name of Person Completing Form:	
Contact Phone:	Contact Email:
Signature:	
Check here if no event is	s scheduled for next month:
Event Name:	
Event Location:	

#### CITY OF DEADWOOD ORDINANCE 1439

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

**SECTION 1:** <u>AMENDMENT</u> "15.01.060 Fee Schedule" of the Deadwood Municipal Code is hereby *amended* as follows:

#### **AMENDMENT**

#### 15.01.060 Fee Schedule

A. Pursuant to International Residential Code for One- and Two-Family Dwellings
Chapter 1, Section R108 and International Building Code, Chapter 1, Section 109, the
requirements found in chapter one of the adopted building codes, a fee based on the
total valuation for each building permit shall be paid to the city. The fee schedule for a
building permit is listed in the city fee schedule, which is set and amended by
resolution. building official as follows:

Total Valuation	<del>Fee</del>
\$1.00 to \$500.00	<del>\$15.00</del>
\$500.01 to \$2,000.00	\$15.00 for the first \$500.00 plus \$3.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$60.00 for the first \$2,000.00 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$336.00 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$486.00 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$736.00 for the first \$100,000.00 plus \$4.20 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$2,416.00 for the first \$500,000.00 plus \$3.60 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000,01 and up	\$4,216.00 for the first \$1,000,000.00 plus \$2.40 for each additional \$1,000.00, or fraction thereof

- B. Other inspections and fees: plan reviews. The fee for these inspections and plan reviews is listed in the city fee schedule which is set and amended by ordinance.
  - 1. Inspections outside of normal business hours (minimum charge—two hours), per hour \$50.00
  - 2. Re-inspection fees, per hour \$30.00
  - 3. One-time inspection fee for change of occupancy in commercial buildings, per hour \$30.00
  - 4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour)
  - 5. For use of outside consultants for plan checking, inspections or both—actual cost.

(Ord. 1270, 2017; Ord. 1187, 2013)

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from January 7, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION .					
Presiding Officer	Attest				
Charlie Struble-Mook, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood				

Page 2

#### CITY OF DEADWOOD ORDINANCE 1440

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

**SECTION 1:** <u>AMENDMENT</u> "3.20.310 Boundaries" of the Deadwood Municipal Code is hereby *amended* as follows:

#### **AMENDMENT**

#### 3.20.310 Boundaries

A. Business Improvement District No. 9 shall have the following boundaries:

1.

Branch House - 37 Sherman Street

Bullock Hospitality - 633-635 Main Street

Celebrity Hotel - 629 Main Street

Deadwood Gulch Gaming Resort - 304 Cliff Street

Deadwood Miners - 137 Charles Street

Deadwood Mountain Grand - 1906 Deadwood Mtn Dr.

Doubletree By Hilton - 360 Main Street

Dragon Belly LLC/Tucker Inn - 771 Main Street

First Gold Hotel/Travelodge - 270 Main Street

Four Points Hotel - 575 Main Street

Franklin Hotel - 709 Main Street

Gold Country Inn - 801 Main Street

Gold Dust Hotel/Pineview - 23 Lee Street

Hampton Inn at Tin Lizzie - 555 Main Street

Page 1

Holiday Inn Express - 22 Lee Street

Iron Horse Inn - 27 Deadwood Street

Landmark Hotel and Casino - 53 Sherman Street

Lodge at Deadwood - 100 Pine Crest Lane

Nugget Saloon LLC/First Deadwood Cottages - 388 Main Street

Nugget Saloon LLC/First Deadwood Cottages - 390 Main Street

Nugget Saloon LLC/First Deadwood Cottages - 606 1/2 Main Street

Optima, LLC/First Deadwood Cottages - 388 Main Street

Rocksino by Hard Rock - 685 Main Street

SpringHill Suites by Marriott - 322 Main Street

Tru by Hilton - 372 Main Street

2. Non-transient commercial property owners.

Berg Jewelry and Gift - 650 Main Street

Black Hills Novelty, LLC/AG Trucano - 69 Sherman

Deadwood Harley - 681 Main Street

Deadwood Rentals - 36 Water Street

Jacobs Gallery - 670 Main Street

JVK Holdings/Beef Jerky Experience - 596 Main Street

Madame Peacock's - 638 Main Street

Midnight Star - 677 Main Street

Patchstop, LLC - 666 Main Street

Pink Door 629 - 629 Main Street F

Page 2 205

Real Properties of Lead Deadwood - 11 Charles Street

Saloon No. 10 - 657 Main Street

The Bank Hotel Deadwood - 696 Main Street

West River Whiskey Company, LLC - 644 Main Street

B. Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

(Ord. 1317 § 2, 2020; Ord. 1304 § 2, 2020; Ord. 1295 § 2, 2019)

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from January 7, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION				
Presiding Officer	Attest			
Charlie Struble-Mook, Mayor, City of Deadwood	Jessicca McKeown, Finance Officer, City of Deadwood			

#### ORDINANCE NUMBER 1441 SUPPLEMENTAL BUDGET APPROPRIATION #7 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**

Commission Insurance (City Policies)	\$20,000.00
--------------------------------------	-------------

Source of Revenue: Unexpended Cash

Building Inspection Salaries	\$ (	6,000.00
Building Inspection OASI	\$	500.00
Building Inspection Retirement	\$	200.00

Source of Revenue: Unexpected Cash

Debt Proceeds Principle – State FEMA loan \$90,000.00 Debt Proceeds Interest \$10,000.00

Source of Revenue: Unexpected Cash

Police Repairs \$6,000.00

Source of Revenue: Insurance Proceeds less deductible

Finance – Salaries \$60,000.00

Source of Revenue: Transfer from BID 1-6, 7, 8 and 9

 Streets Salaries
 \$ 30,000.00

 Street OASI
 \$ 2,300.00

 Streets Retirement
 \$ 1,000.00

**Budget Reallocation from Streets Buildings** 

#### **FUND 0206 LIBRARY FUND**

Professional Services \$ 6,000.00

**Budget Reallocation from Library Salaries** 

#### FUND 0209 BED & BOOZE FUND

Retirement \$4,000.00 Budget Reallocation from Bed & Booze Professional Services

<b>FUND 0213 BID 1-6</b>	: Marketing	\$125,000.00
<b>FUND 0214 BID 7:</b>	Marketing	\$ .00
<b>FUND 0212 BID 8:</b>	Marketing	\$120,000.00
<b>FUND 0211 BID 9:</b>	_Marketing	\$175,000.00

Source of Revenue: Additional BID Revenue Received

#### FUND 0610 PARKING & TRANSPORTATION FUND

P & T Salaries	\$22,000.00
OASI	\$ 1,700.00
Retirement	\$ 700.00
Group Insurance	\$ 3,000.00
Professional Services – CC Fees	\$25,000.00
Trolley Repairs	\$10,000.00
Broadway Parking Ramp Improvements	\$550,000.00
Source of Revenue: Cash Reserves	

TIF 0721 TIF #9 Optima	\$	0.00
TIF 0725 TIF #8 Stage Run	\$	0.00
TIF 0726 TIF #11 Four Points	\$	0.00
TIF 0727 TIF #12 Second Stage	\$ 67,	563.30
TIF 0728 TIF #13 WJP Holdings	\$ 85,	899.38

Source of Revenue: Property Tax Proceeds

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

Charlie Struble-Mook, Mayor

\_\_\_\_\_

ATTEST: Jessicca McKeown, Finance Officer

First Reading: December 1, 2025
Second Reading: December 15, 2025
Published: December 18, 2025
Adopted: December 18, 2025

# CITY OF DEADWOOD RESOLUTION 2025-30 A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE CITY OF DEADWOOD

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective January 1, 2026.

#### Building & Contractor Fees:

Contractor License:

New or renewal for Contractor found working without a license......\$250.00 Demolition Permit

Assessed value of structure.......Fee Schedule in chapter 15.01.060 Building Permit Schedule.

#### **Building Permit Rates:**

Total Valuation	Fee
\$1.00 to \$500.00	<del>\$15.00</del>
<del>\$500.01 - \$2,000.00</del>	\$15.00 for the first \$500.00 plus \$3.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2000.01 - \$25,000.00	\$60.00 for the first \$2,000.00 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$336.00 for the first \$25,000.00 plus \$6,00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.00 to \$100,000.00	\$486.00 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$736.00 for the first \$100,000.00 plus \$4.20 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$2,416.00 for the first \$500,000.00 plus \$3.60 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,216.00 for the first \$1,000,000.00 plus \$2.40 for each additional \$1,000.00, or fraction thereof

#### Building Permit Schedule:

Total Valuation	Fee Pee
\$1 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

#### Other inspections and plan reviews:

Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour), per hour \$30.00

House Moving Permit Fee (into or within the city limits of Deadwood):

#### **RECREATION & AQUATIC CENTER**

Membership Rates:	Daily	Monthly	Quarterly	Six month	Annual
Child/Senior/Military (0-12	\$5.00	\$16.00	\$34.00	\$56.00	\$103.00
& 55+)					

<sup>\*</sup>Rate per child when accompanied by an city-approved organization.

Key Cards (Replacement) - \$5.00

No new memberships will be sold during the month of August, except for individuals who live within the Deadwood or Lead City limits, current members whose memberships are about to expire, or those who have had an active membership within the past three months (after June 1).

Section 10 Item d.

Dated this 15th day of December, 2025.	
	City of Deadwood
ATTEST:	Charlie Struble-Mook, Mayor
Jessicca McKeown, Finance Officer	



Your Single Source Service Provider

COUNCIL BLUFFS/OMAHA - DENVER - GIBBON - LINCOLN - SIOUX CITY - STURGIS

#### City of Deadwood Preventative Maintenance Annual Pricing Schedule (2026-2027)

Location	Total	Price W/ Filters / YR
Adams House & Gift Shop	\$	3,267.00
Adams Museum	\$	5,071.00
City Hall	\$	8,712.00
City Library	\$	2,681.00
Days of '76 Complex	\$	2,414.00
Days of '76 Museum	\$	7,955.00
Fire Hall	\$	2,927.00
History & Information Center	\$	2,428.00
HARCC	\$	9,149.00
Mt. Moriah Visitor Center	\$	1,284.00
Outlaw Square	\$	2,139.00
Parks & Recreation Shop	\$	1,239.00
Public Works Shop	\$	2,192.00
Rec Center	\$	7,968.00
South Gate Park / Pluma	\$	1,268.00
Welcome Center	\$	4,629.00
Trolley Barn	\$	1,137.00
Ferguson Football Fieldhouse	\$	1,205.00
TOTALS	\$	67,665.00

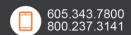
Tax Excluded

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all HVAC equipment for the Deadwood City facilities listed. Each visit includes heating and/or cooling preventative maintenance as seasonal conditions require. Rasmussen Mechanical will provide all filters, necessary cleaning agents, grease, and equipment needed to complete the comprehensive quarterly maintenance services. We will identify issues when doing our PM's so they can be addressed internally or scheduled to be repaired on a T&M or quoted basis.

Printed Name	Signature
Date Accepted	Purchase Order # (if applicable)







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 for	rm. Only complete applications will be considered for
review.	The only complete applications will be considered for
Name of Proposed Development: First Deadwood Cottage	(Existing)
Street Location of Property: 388 Main Street	
Legal Description of Property: North Half of Lot 13 AND a	Il of Lot 14 Block 3 Fountain City Addition
Zoning Classification of Property: Commercial Highway	
Name of Property Owner: Optima, LLC	Telephone
Address:	
Street	City State Zip
Name of Applicant: Caleb Arceneaux (authorized agent	) Telephone:
Address:	City State Zip
The following documents shall be submitted:	State 2.p
a. An improvement survey, including all easement	s.
b. Development plan, including site plan with local	
	ress, screening, proposed or existing signage, existing
streets, and	est, our commiss, proposed or commiss originage, commissing
c. A written statement addressing the criteria for a	approval.
Uses of Building or Land: Vacation home and long-term r	rentals
Signature of Applicant:	Date: 10/28/25
Signature of Property Owner:	Date: 10/28/25
Tab Marian	/ /
Fee: \$ 500 - Paid On 10/29/29	5 Receipt Number 204546
Fee: \$ Paid On W/24/2	Receipt Number 204546  Hearing Date:
	Hearing Date:
Legal Notice Published Date:	Hearing Date:
Legal Notice Published  PLANNING AND ZONING A  Approved/P&Z Administrator: Yes No Signature:  PLANNING AND ZONING	Hearing Date:  DMINISTRATOR:  Date:
Legal Notice Published  PLANNING AND ZONING A  Approved/P&Z Administrator: Yes No Signature:  PLANNING AND ZONING	Hearing Date:  DMINISTRATOR:  Date:
Legal Notice Published  PLANNING AND ZONING A  Approved/P&Z Administrator: Yes No Signature:  PLANNING AND ZONING	Hearing Date: Date:  COMMISSION:  No Date:
Legal Notice Published  PLANNING AND ZONING A  Approved/P&Z Administrator: Yes No Signature:  PLANNING AND ZONING  Approved/P&Z Commission: Yes  DEADWOOD BOARD OF	Hearing Date: Date:  COMMISSION:  No Date:

# Request for Conditional Use Permit

388 Main Street, Deadwood

October 28, 2025

Deadwood Planning and Zoning Department

To Whom It May Concern,

I am formally requesting a Conditional Use Permit for 388 Main Street, Deadwood, which operates as both a short- and long-term rental unit. Optima, LLC plans to purchase this property and continue its operation in compliance with local ordinances. This rental provides safe accommodations for residents and visitors and supports the local economy through tourism and flexible housing options.

On behalf of Optima, LLC, I ask the Planning and Zoning Department to approve continued use of 388 Main Street as a short- and long-term rental property. We are committed to meeting all city standards.

Please advise regarding required forms, documentation, or hearings. I am available for further questions or to provide additional information.

Thank you for considering this request.

Caleb Arceneaux, Authorized Agent Optima, LLC





# 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: December 15, 2025

**To:** Planning and Zoning Commission

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**RE:** Conditional Use Permit – Vacation Home Establishment

**APPLICANT(S):** Optima LLC

**PURPOSE:** Application for CUP – Vacation Home Establishment

**ADDRESS:** 388 Main Street

**LEGAL DESCRIPTION:** The North ½ of Lot 13 and all of Lot 14 in Block 3,

Fountain City Addition to the City of Deadwood.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** CH – Commercial Highway

#### **STAFF FINDINGS:**

•	Surrounding Zoning:	•	Surround	1100	10404	 1000

North: CH – Commercial Highway Businesses
South: CH – Commercial Highway Highway
East: CH – Commercial Highway Businesses
West: R1 – Residential Residences

#### SUMMARY OF REQUEST

The applicants have submitted a request for a Conditional Use Permit to operate a Vacation Home Establishment located at 388 Main Street. For several years, 388 Main Street has been utilized as a Vacation Home Establishment. This property is under new ownership and is requesting to continue operating in the same capacity for this particular property.

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned CH Commercial Highway.
- 2. The property has been operating as a Vacation Home Establishment for several years.
- 3. The subject property has access from Highway 14A with off-street parking for six 6) vehicles on site. Additional parking will be available in the adjacent parking lot at Cadillac Jack's Gaming Resort.
- 4. The subject property is located within a CH Commercial Highway zoning location on 3 sides, and an R1 Residential zoning on one side.
- 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 businesses and highway with residences located behind the property.

#### 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 CH – Commercial Highway zoning districts with an approved Conditional Use Permit. The subject property has been operating as a Vacation Home establishment for several years. According to the application, there is adequate off-street parking and a driveway providing ingress/egress onto Highway 14A.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law define 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 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 as defined in this Title.

- 1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.040;
  - *In this instance the property is in a CH Commercial Highway zoning district and is permitted with a Conditional Use Permit.*
- 2. Vacation Home Establishments shall be located in upper floors of commercial structures only within the local historic district.

This property is not located in a traditional commercial structure nor is it within the local historic district. Therefore, first floor use is permissible.

#### **COMPLIANCE:**

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

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking have not significantly affected the neighborhood. This area has a mixture of businesses and single-family dwellings.

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 CH – Commercial Highway 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 result in a detrimental concentration of Vacation Home Establishments.

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 may not result in a substantial or undue adverse effect on adjacent properties, or the character of the property and the use would not alter the character of the district. There will be no change in the size of the dwelling. To support a 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. To date, the City has not received any complaints about the operation of this establishment.

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 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.

Conditional Use Permit – Vacation Home Establishment 388 Main Street December 15, 2025

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

The proposed use would not increase the proliferation of non-conforming uses. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.

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

The proposed use will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Conditional Use Permits granted by this chapter shall be temporary in nature, with the exception of townhouses, condominiums and multi-family dwellings, and shall be granted to a designated person who resides at a residential address. They are not transferable from person to person or from address to address.
- B. Following the issuance of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- C. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking

the revocation of such 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.

- D. 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.
- E. To defray the administration costs of processing requests for Conditional Use Permits, a fee has been set by resolution of the City Commission and such information is available at the Planning and Zoning Office.
- F. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such permit and of any conditions designated therewith.
- G. 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.
- H. 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.
- I. Upon receipt in proper form of the application and other requested material, the Board of Adjustment shall hold at least one (1) public hearing in a location to be prescribed by the Board of Adjustment and shall make a decision upon the proposal to grant or deny the Conditional Use Permit. At least ten (10) days in advance of each hearing, notice of the time and place of such hearing shall be published in the official newspaper of the city. Notice shall be posted on the property for which the Application for Conditional Use Permit has been filed.

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

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

#### **ACTION REQUIRED:**

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission on November 19, 2025).

#### NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT

City of Deadwood Board of Adjustment Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN,** that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Vacation Home Establishment as allowed under Section 17.40.030 Conditional Uses.

**APPLICANTS:** Optima LLC

**LEGAL DESCRIPTION:** The North ½ of Lot 13 and all of Lot 14 in Block 3, Fountain

City Addition to the City of Deadwood.

**ADDRESS:** 388 Main Street

**ZONE:** CH – Commercial Highway

**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, December 15, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

**NOTICE IS FURTHER GIVEN,** that the proposed request for a 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 20<sup>th</sup> day of November, 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) 722-0786



### Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

#### **Public Notification**

Date: November 3, 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 17.40.030 Conditional Uses.

**APPLICANT(S):** Caleb Arceneaux

**LEGAL DESCRIPTION:** The North ½ of Lot 13 and all of Lot 14 in Block 3,

Fountain City Addition to the City of Deadwood.

**ADDRESS:** 388 Main 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, November 19, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, 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, December 15, 2025, at the same location.

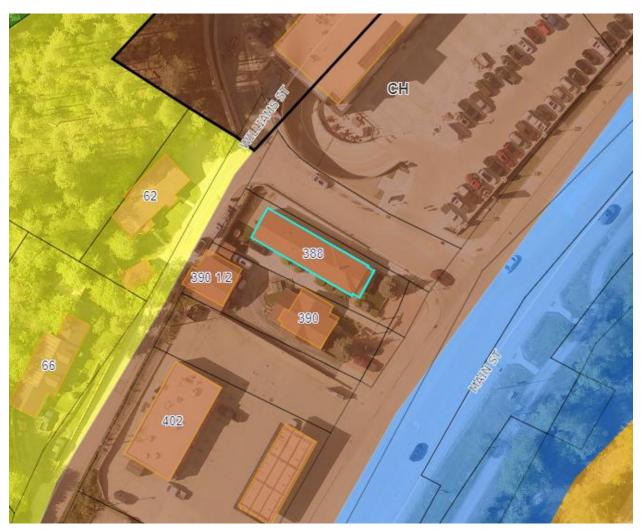
**NOTICE IS FURTHER GIVEN,** that the proposed request for a Vacation Home Establishment is on file and available for public examination at the Deadwood Planning and Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

**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.

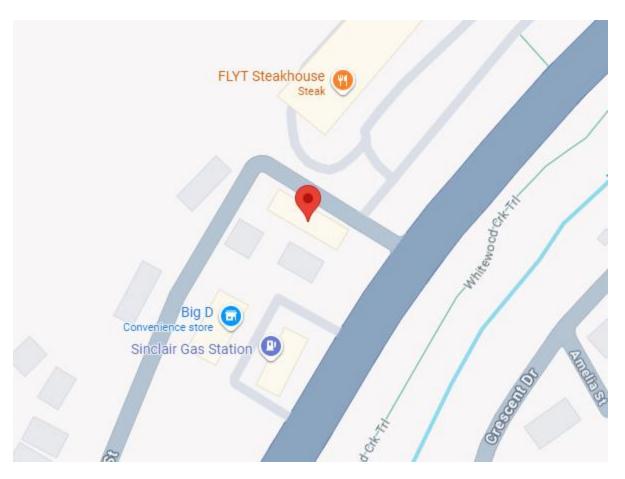




## **Zoning map showing 388 Main Street**

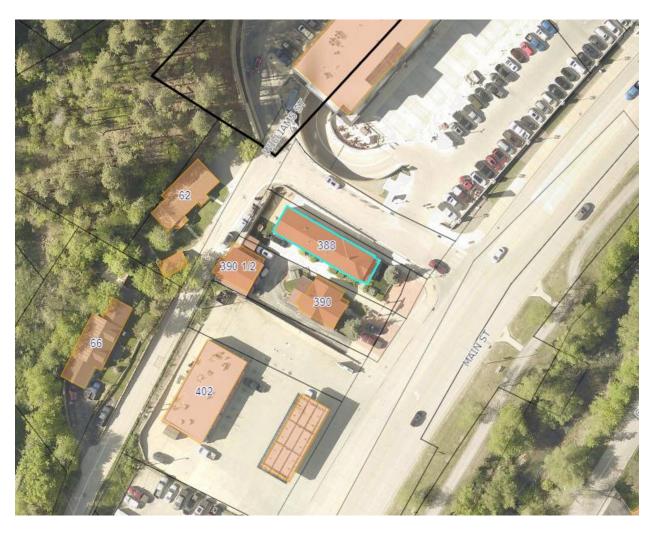
## Zoning Legend

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



Map showing location of 588 Main Street.





Aerial photo of 388 Main Street



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



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

Application	No.	
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### **APPLICATION FOR CONDITIONAL USE PERMIT**

Application Fee: \$500.00

Fee: \$500.— Paid On 11/3/25 Receipt Number 2645(a)	Application reci	4555165
Street Location of Property: 308 Main Street  Legal Description of Property: Lot 1A of the subdivision of Lot 1, Block A of Nobles Addition and Lots 2 and 3, Block A of Nobles Addition and Lot 4, Block A of Nobles Addition  Zoning Classification of Property: Commercial Highway  Name of Property Owner: Optima, LLC Telephone  Address:  Street CRy State Zap  Name of Applicant: Caleb Arceneaux (authorized agent)  Address:  Street City State Zap  Telephone:  City State Zap  Telephone:  City State Zap  Telephone:  Address:  Street City State Zap  Telephone:  Cit		Only complete applications will be considered for
Legal Description of Property: Lot 1A of the subdivision of Lot 1, Block A of Nobles Addition and  Lots 2 and 3, Block A of Nobles Addition and Lot 4, Block A of Nobles Addition  Zoning Classification of Property: Commercial Highway  Name of Property Owner: Optima, LLC  Address:  Street  City  State  Ci	Name of Proposed Development: Auer House	
Lots 2 and 3, Block A of Nobles Addition and Lot 4, Block A of Nobles Addition  Zoning Classification of Property: Commercial Highway  Name of Property Owner: Optima, LLC  Address:  Street  City  State  Zip  Telephone:  Address:  Street  City  State  Lip  1. The following documents shall be submitted:  a. An improvement survey, including all easements,  b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and  c. A written statement addressing the criteria for approval.  Uses of Building or Land: Vacation home and long-term rentals  Signature of Applicant:  Date:  Signature of Property Owner:  Date:  Fee: \$ 500. Paid On 1/3/25 Receipt Number 20450  Legal Notice Published  Date:  PLANNING AND ZONING ADMINISTRATOR:  Approved/P&Z Administrator: Yes No Signature:  Date:  Date:  PLANNING AND ZONING COMMISSION:  Approved/P&Z Commission:  Yes No Date:  DEADWOOD BOARD OF ADJUSTMENT:  Approved/City Commission:  Yes No Date:  DEADWOOD BOARD OF ADJUSTMENT:	Street Location of Property: 308 Main Street	
Zoning Classification of Property: Commercial Highway  Name of Property Owner: Optima, LLC  Address:  Street City Soate Zip  Telephone:  Address:  Street City Soate Zip  Telephone:  City Soate Zip  1. The following documents shall be submitted:  a. An improvement survey, including all easements,  b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and  c. A written statement addressing the criteria for approval.  Uses of Building or Land: Vacation home and long-term rentals  Signature of Applicant:  Date:  Fee: \$ 500 Paid On 100 Receipt Number 2000  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:  DEADWOOD BOARD OF ADJUSTMENT:  Approved/City Commission: Yes No Date:  DEADWOOD BOARD OF ADJUSTMENT:	Legal Description of Property: Lot 1A of the subdivision of L	ot 1, Block A of Nobles Addition and
Name of Property Owner: Optima, LLC  Address:  Street City State Zip  Name of Applicant: Caleb Arceneaux (authorized agent)  Address:  Street City State Zip  Telephone:  City State Zip  1. The following documents shall be submitted:  a. An improvement survey, including all easements,  b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and  c. A written statement addressing the criteria for approval.  Uses of Building or Land: Vacation home and long-term rentals  Signature of Applicant: Date:  Fee: \$ 500 Paid On 1/3/25 Receipt Number 204500  Legal Notice Published Date: Hearing Date:  PLANNING AND ZONING ADMINISTRATOR:  Approved/P&Z Administrator: Yes No Signature: Date: Date: Date: Deate: Deate	Lots 2 and 3, Block A of Nobles Addition and Lot 4, Bl	ock A of Nobles Addition
Name of Applicant: Caleb Arceneaux (authorized agent)  Address:  Street  City  State  City  Stat	Zoning Classification of Property: Commercial Highway	
Name of Applicant: Caleb Arceneaux (authorized agent)  Address:  Street  City  State  City  Stat	Name of Property Owner: Optima, LLC	Telephone
Name of Applicant: Caleb Arceneaux (authorized agent)  Address:  Street  City  State  Zip  1. The following documents shall be submitted:  a. An improvement survey, including all easements,  b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and  c. A written statement addressing the criteria for approval.  Uses of Building or Land:  Vacation home and long-term rentals  Signature of Applicant:  Date:  Fee: \$500 Paid On 1235 Receipt Number 2036  Legal Notice Published  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:  DEADWOOD BOARD OF ADJUSTMENT:  Approved/City Commission:  Yes No Date:  DEADWOOD BOARD OF ADJUSTMENT:		
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Signature of Property Owner:	Uses of Building or Land: Vacation home and long-term re	ntals
Fee: \$ 500.		
Legal Notice Published    Planning and zoning administrator:	Signature of Property Owner:	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:	Fee: \$500, — Paid On 11/3/25	Receipt Number <u>26456</u> 0
Approved/P&Z Administrator: Yes No Signature:	Legal Notice Published Date:	Hearing Date:
PLANNING AND ZONING COMMISSION:   Approved/P&Z Commission:	PLANNING AND ZONING ADD	MINISTRATOR:
Approved/P&Z Commission:         Yes         No         Date:	Approved/P&Z Administrator: Yes No Signature:	Date:
Approved/City Commission: Yes No Date:	PLANNING AND ZONING C	OMMISSION:
Approved/City Commission: Yes No Date:	Approved/P&Z Commission: Yes No	Date:
	DEADWOOD BOARD OF AL	DJUSTMENT:
	Approved/City Commission: Yes No	Date:
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## Request for Conditional Use Permit

308 Main Street, Deadwood

October 30, 2025

Deadwood Planning and Zoning Department

To Whom It May Concern,

I am formally requesting a Conditional Use Permit for 308 Main Street, Deadwood, to operate as both a short- and long-term rental unit/vacation home. Optima, LLC purchased this property and requests to operate in compliance with local ordinances. This rental property would provide safe accommodations for residents and visitors and support the local economy through tourism and flexible housing options.

On behalf of Optima, LLC, I ask the Planning and Zoning Department to approve the use of 308 Main Street as a short- and long-term rental property. We are committed to meeting all city standards.

Please advise regarding required forms, documentation, or hearings. I am available for further questions or to provide additional information.

Thank you for considering this request.

Caleb Arceneaux, Authorized Agent Optima, LLC 388 main St. Packing



# 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:** December 15, 2025

**To:** Planning and Zoning Commission

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**RE:** Conditional Use Permit – Vacation Home Establishment

**APPLICANT(S):** Optima LLC

**PURPOSE:** Application for CUP – Vacation Home Establishment

**ADDRESS:** 308 Main Street

**LEGAL DESCRIPTION:** Lot 1A, 2, 3 and the North 17 feet of Lot 4, Block A of

the Noble's Addition to the City of Deadwood, NE ¼ of Section 23, T5N, R3E, B.H.M., Lawrence County,

South Dakota

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** CH – Commercial Highway

#### STAFF FINDINGS:

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

North: CH – Commercial Highway Open Space

South: PU – Public Use Highway

East: CH – Commercial Highway Businesses

West: CH – Commercial Highway Residence

#### SUMMARY OF REQUEST

The applicants have submitted a request for a Conditional Use Permit to operate a Vacation Home Establishment located at 308 Main Street.

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned CH Commercial Highway.
- 2. Until recently, this property has been a private long-term residence.
- 3. The subject property has access from Highway 14A with off-street parking for two (2) vehicles.
- 4. The subject property is located within a CH Commercial zoning location on 3 sides, and an PU Public Use zoning on the south side.
- 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 businesses with a single residence next door.

#### 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 CH – Commercial Highway zoning districts with an approved Conditional Use Permit. According to their application, there is adequate offstreet parking and a driveway providing ingress/egress onto Highway 14A.

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 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 as defined in this Title.

Conditional Use Permit – Vacation Home Establishment 308 Main Street December 15, 2025

1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.040.

In this instance the property is in a CH – Commercial Highway zoning district and operating as a Vacation Home Establishment would not violate city ordinance.

2. Vacation Home Establishments shall be located in upper floors of commercial structures only within the local historic district.

This property is not located in a traditional commercial structure, but it is not within the local historic district.

#### **COMPLIANCE:**

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

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserving the existing stock of historic structures by working with the individuals and guiding the use is an acceptable means of accomplishing this goal. Traffic and parking have not significantly affected the neighborhood. This area consists of large gaming based businesses with only two single-family dwelling resources remaining within this portion of the National Historic Landmark District.

Conditional Use Permit - Vacation Home Establishment

December 15, 2025

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 overconcentration 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 CH – Commercial Highway and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking. Changing this use from residential to transient use.

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

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

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

The proposed use would not increase the proliferation of non-conforming uses. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be

Conditional Use Permit – Vacation Home Establishment
308 Main Street
December 15, 2025

adversely affected. Unfortunately, soon after the change of ownership, the entire yard was removed, and asphalt millings were added.

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 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.
- 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.

Conditional Use Permit – Vacation Home Establishment 308 Main Street December 15, 2025

If approved, staff recommendations 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. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
- 3. Building Inspector to inspect the building to ensure it meets applicable building codes.
- 4. Proper paperwork to be filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 5. City of Deadwood Business License required.
- 6. City of Deadwood Short-Term Rental License required.
- 7. Lodging License from the South Dakota Department of Health required.
- 8. All parking shall be off street.
- 9. No burn permits will be issued for this property.

#### **ACTION REQUIRED:**

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission November 19, 2025).

#### NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT

City of Deadwood Board of Adjustment Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN,** that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the operations of a Vacation Home Establishment as allowed under Section 17.40.030 Conditional Uses.

**APPLICANTS:** Optima LLC

**LEGAL DESCRIPTION:** Lot 1A, 2, 3 and the North 17 feet of Lot 4, Block A of the

Noble's Addition to the City of Deadwood, NE ¼ of Section

23, T5N, R3E, B.H.M., Lawrence County, South Dakota.

**ADDRESS:** 308 Main Street

**ZONE:** CH – Commercial Highway

**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, December 15, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

**NOTICE IS FURTHER GIVEN,** that the proposed request for a 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 20th day of November, 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) 722-0786



# Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer Telephone (605) 578-2082

Telephone (605) 578-2082 kevin@cityofdeadwood.com

#### **Public Notification**

Date: November 4, 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 17.40.030 Conditional Uses.

**APPLICANT(S):** Caleb Arceneaux

LEGAL DESCRIPTION: Lot 1A, 2, 3 and the North 17 feet of Lot 4, Block A of

the Noble's Addition to the City of Deadwood, NE  $^{1}\!/_{4}$  of Section 23, T5N, R3E, B.H.M., Lawrence County, South

Dakota

**ADDRESS:** 308 Main 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, November 19, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, 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, December 15, 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 of 308 Main Street



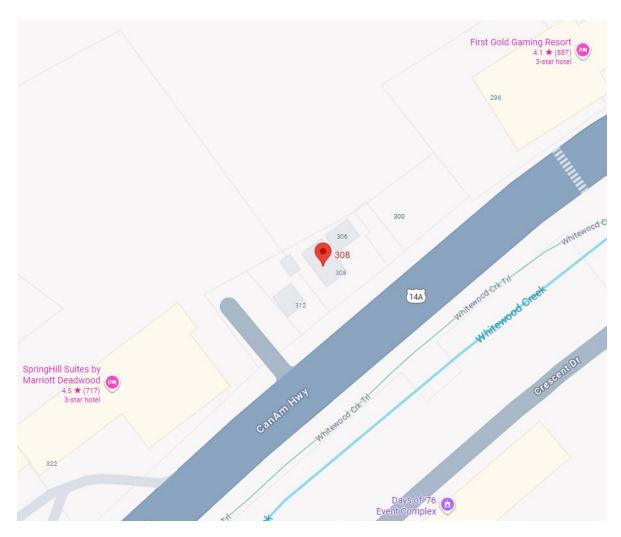




## **Zoning map showing 308 Main Street**

## Zoning Legend

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



Map showing location of 308 Main 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

### BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

## **Staff Report**

Date: December 15, 2025

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**To:** Board of Adjustment

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

Establishment

**APPLICANT(S):** Debra Kahler

**PURPOSE:** Annual Review – Conditional Use Permit – Bed and

Breakfast Establishment

**ADDRESS:** 54 Taylor Avenue

Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lot A, Lot D and Lot E of the subdivision of Lots 67

and 68, the southerly part of Lot 66 Block 35, and parts of Lots 28 through 36, Block 35, of the City of Deadwood, South Dakota, according to Plat Book 3

page 79-90, Lawrence County, South Dakota.

**FILE STATUS:** Legal obligations remain in compliance.

**ZONE:** R1 - Residential

#### **STAFF FINDINGS:**

Surrounding Zoning: Surrounding Land Uses:

North: R1 – Residential District Residential

South: R1 – Residential District Residential

East: R1 – Residential District Residential

West: PU – Public Use Recreation Center

#### SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on December 18, 2017, to operate a Bed

and Breakfast Establishment at 54 Taylor Avenue.

The subject property is located within the Presidential Neighborhood and is surrounded by single family dwelling units on three (3) sides.

#### **FACTUAL INFORMATION**

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

#### STAFF DISCUSSION

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

#### "Bed and Breakfast Establishment" means:

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

#### **COMPLIANCE:**

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

According to Deckard – Rentalscape the property was booked 135 nights in the past 12 months and is listed as a guest favorite on AirBnB.

No complaints are on record for this establishment.

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any case under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission shall consider, among other things, the following facts: A. The Conditional Use is in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

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

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

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

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

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

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

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

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

E. Whether or not the Conditional Use in the proposed area has been adequately served by and has not imposed an undue burden on any of the improvements, facilities, utilities, and services specified in the ordinance.

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

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. In the R-1 Residential District and/or R2 Multi-Family Residential District, Conditional Use Permits granted shall be temporary in nature, except for townhouses, condominiums and multi-family dwellings, and shall be granted to a designated person who resides at the residential address. They are not transferable from person to person or from address to address.
- B. Following the issuance of a Conditional Use Permit, such permit may be amended, varied or altered only pursuant to the standards and procedures established by ordinance for its original approval.
- C. Conditional Use Permits, once granted, can be revoked by the Board of Adjustment for cause after a hearing is held before them. Complaints seeking the revocation of such a permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission or any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- D. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and on an annual basis and place additional stipulations to mitigate a problem.
- E. Any use permitted under the terms of any Conditional Use Permit shall be

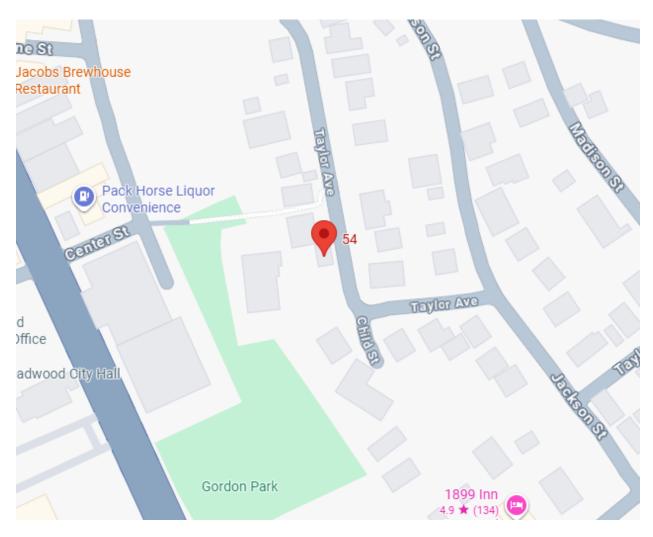
- established and conducted in conformity with the terms of such a permit and of any conditions designated in connection herewith.
- F. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, the permit shall expire and be canceled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

If continuation of the Conditional Use Permit is approved, staff will continue to recommend the following conditions:

- 1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
- 2. Proof of a state sales tax number from the South Dakota Department of Revenue has been provided to the Planning and Zoning Office for their files.
- 3. The Building Inspector has inspected the building, and it meets applicable building codes.
- 4. City water and sewer rates are to remain at commercial rates.
- 5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 6. A City of Deadwood Business License has been maintained.
- 7. A Lodging License from the South Dakota Department of Health has been maintained.
- 8. All parking shall remain off street.
- 9. The Bed and Breakfast Establishment must provide family style meals by the operator.

#### ACTION REQUIRED FOR CONTINUED USE OF CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission December 3, 2025)



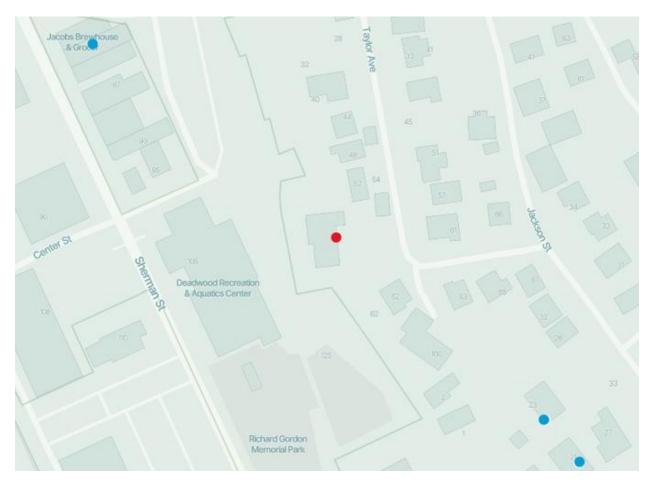
**Map showing location of 54 Taylor Avenue** 





**Aerial photo of 54 Taylor Avenue** 

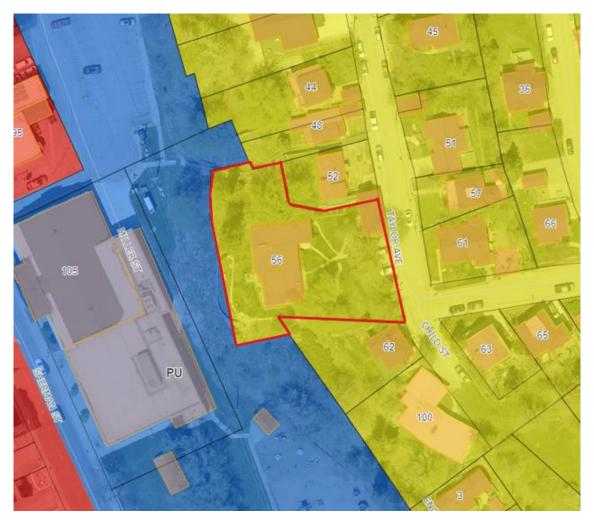




Map showing locations of nearby Short-Term Rentals to 54 Taylor Avenue







## **Zoning map showing 54 Taylor Avenue**

## Zoning Legend

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

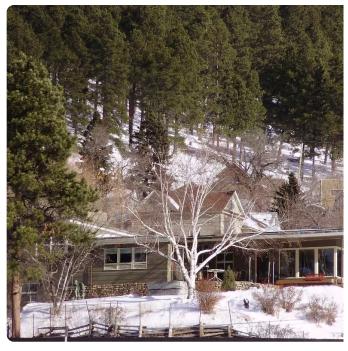






#### **Deadwood Vacation Rental Apartment**













#### Entire rental unit in Deadwood, South Dakota

3 guests  $\cdot$  1 bedroom  $\cdot$  2 beds  $\cdot$  1 bath

Guest 4.96 483
favorite \*\*\*\*\* Reviews



#### Hosted by Debra

 ${\it Superhost} \cdot {\it 11 years hosting}$ 



#### Top 5% of homes

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



#### Self check-in

Check yourself in with the keypad.



#### Beautiful and walkable

Guests say this area is scenic and it's easy to get around.

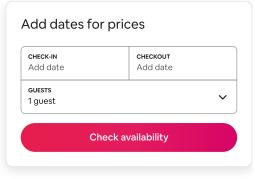
The home is located in the Historic Deadwood Presidential neighborhood, that sets on the side of the cliff overlooking Deadwood, with magnificent mountain views.

Walking distance to all attractions - , restaurants, casinos, concerts, nightlife, museums and fitness center. Just steps away from everything Deadwood has to offer - literally - 116 steps down into the gulch.

The Deadwood City Rec & Aquatics fitness center is located at the base of the stairs, and stones throw from the apartment.

•••

Show more



Report this listing

#### Where you'll sleep



Bedroom 2 queen beds

#### What this place offers

City skyline view

Mountain view

Kitchen

্কি Wifi

면 Dedicated workspace

Free driveway parking on premises – 1 space

42 inch HDTV with Roku, DVD player

Free washer – In building

Free dryer - In building

☼ Window AC unit

Show all 61 amenities

#### **Accessibility features**

This info was provided by the Host and reviewed by Airbnb.



**Guest entrance and parking**Disabled parking spot



Guest entrance and parking Lit path to the guest entrance

Section 10 Item i.

Show all 2 features

#### Select check-in date

Add your travel dates for exact pricing

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

===

Clear dates



#### **Guest favorite**

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





Jaggi & Jenni

Tennessee City, Tennessee

★★★★ · September 2025 · Stayed one night

We had a wonderful stay in Deadwood! Debra was a fantastic host, so welcoming and helpful. Jake, the golden retriever was such a good boy and made us feel right at home. We really appreciated the route recommendations and the Mount Rushmore passes. The house itself was very nice with all the amenities we needed. Highly recommend!

#### Show more



Matthew 3 years on Airbnb

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

We had an awesome time at Debra's airbnb. The place was clean, well furnished, and homey. A short walk down some stairs a large cliff brings you very close to the main street in Deadwood, so there's no unnecessary walking. Would stay again!

#### Show more



**Julie** Hastings, Minnesota

\*\*\*\* · September 2025 · Stayed a few nights

We loved the idea of staying in Deadwood, but we didn't want the typical chain hotel feel. This home was perfect, right in town, a stairway walk into the heart of downtown. It's a great mid century tri-plex, but we rarely saw anyone. It's on a quiet dead end street. I loved the luxurious bedding, full kitchen, strong wifi and TV's if you choose to watch. Great water pressure and plenty of bathroom amenities. We'll definitely try to book this place next time we...

#### **Show more**



Rick Racine, Wisconsin

\*\*\*\* · September 2025 · Stayed a few nights

We stayed for three nights. The Home was everything described in the listing, very beautiful and then some. All of our needs were met. It was a great location to see Deadwood. Debra was wonderful with offering us info on Dining and places to see.

#### **Show more**



Margie

Sioux Falls, South Dakota

 $\star\star\star\star\star$  · September 2025 · Stayed a few nights

Would be a great value if you could have 2 couples staying, but they advertise 3 ppl max. I think it's because of parking (only one spot for the vacation home). A little expensive for just 2 people. But the place was really great. Debra is also very nice. Location worked great for us.

#### Show more



Donald

Omaha, Nebraska

\*\*\*\* · August 2025 · Stayed one night

Fantastic stay for me and a friend in Deadwood. easy walk to the fun of Deadwood and the unit was extremely well kept. had the pleasure to run in to Debra as we arrived and she was extremely friendly and informative. would 100% stay there again if available next time I am there!

#### Show more

Show all 483 reviews

Learn how reviews work

#### Where you'll be

Deadwood, South Dakota, United States



Section 10 Item i.

We verified that this listing's location is accurate.  $\underline{\text{Learn more}}$ 

#### Neighborhood highlights

"The Presidential Neighborhood" Small town quiet historical neighborhood with narrow residential streets. Located on Boot Hill's "Mount Moriah Cemetery", the resting place of the infamous "Wild Bill Hickok"

Show more >

#### Meet your host





Born in the 60s



My work: Retired Airbnb host

Home owner, host and retired Property Manager.

#### Debra is a Superhost

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

#### Additional details

Response rate: 90% Responds within an hour

Message host



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

#### Things to know



#### Cancellation policy

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



#### House rules

Check-in after 2:00 PM Checkout before 11:00 AM 3 guests maximum Learn more



#### Safety & property

Carbon monoxide alarm Smoke alarm Must climb stairs <u>Learn more</u>

Airbnb > United States > South Dakota > Lawrence County > Deadwood

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 722-0786



### Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

## BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

## **Staff Report**

Date: December 15, 2025

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**To:** Board of Adjustment

**RE:** Annual Review - Conditional Use Permit - Vacation Home

Establishment

**APPLICANT(S):** The Nugget

**PURPOSE:** Annual Review – Conditional Use Permit – Vacation

Home Establishment

**ADDRESS:** 606 ½ Main Street

Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lot 24, in Block 15 of the Original Townsite of the City

of Deadwood, Lawrence County, South Dakota, according to the P.L. Rogers Map except a portion of land along the southerly side of Lot 24, Block 15 being 8 inches in width fronting on Main and back of even width of 100' as set forth in deed and recorded in Book

162 Page 243.

**FILE STATUS:** Legal obligations have been met.

**ZONE:** C1 - Commercial

#### **STAFF FINDINGS:**

Surrounding Zoning: Surrounding Land Uses:

North: C1 – Commercial District Commercial
South: C1 – Commercial District Commercial
East: C1 – Commercial District Commercial
West: C1 – Commercial District Commercial

#### SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on December 19, 2023, to operate a Vacation Home Establishment at 606 ½ Main Street.

The subject property is located in the historic downtown commercial district and sits on Main Street among other commercial buildings. The Short-Term Rental is located on the upper floor of the structure.

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned C1 Commercial.
- 2. The subject property has access from Main Street.
- 3. The subject property has access to parking via the Broadway Parking Ramp.
- 4. The property is not in a Flood Zone.
- 5. Adequate public facilities are available to serve the property.
- 6. The area is characterized as the core historic business district.

#### STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1- Commercial Districts with an approved Conditional Use Permit. The subject property is a one (1) bedroom, one (1) bath unit. Guests can park off-street in the Broadway Parking Ramp.

#### "Vacation Home Establishment" is defined as:

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.

#### **COMPLIANCE:**

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

No complaints are on record for this establishment.

According to Deckard – Rentalscape the property was booked 182 nights in the past 12 months and is listed as a guest favorite on AirBnB.

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the city policy plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.
  - The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant continues to abide by the off-street parking requirements associated with Short-Term Rentals. This area is of commercial use.
- 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 District and is intended to provide locations coinciding with the downtown core commercial zone where certain commercial uses and gaming are permitted. The current use has not resulted in an over-concentration of Vacation Home Establishments within the immediate area.
- C. The proposed use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.
  - The applicant only uses off-street parking and prevents any public nuisance issues that are often associated with Short-Term Rentals. The current use has not resulted in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use has not altered the character of the neighborhood.
- D. Whether or not a previously approved Conditional Use Permit that is still in use increases the proliferation of nonconforming uses. 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 current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that has a large number of hotels and Short-Term Rentals. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property have not been adversely affected.

E. Whether or not the current use in the proposed area will be adequately served by, and will not impose an undue burden on, any improvements, facilities, utilities, and services.

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

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Conditional Use Permits shall be temporary in nature. They are not transferable from person to person or from address to address.
- B. Following the issuance of a Conditional Use Permit, such permit may be amended, varied, or altered only pursuant to the standards and procedures established for its original approval.
- C. 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 Planning and Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- D. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- E. Any use permitted under the terms of any Conditional Use Permit shall be established and conducted in conformity with the terms of such permit and of any conditions designated in connection therewith.
- F. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.
- G. If the use permitted under the terms of a Conditional Use Permit ceases,

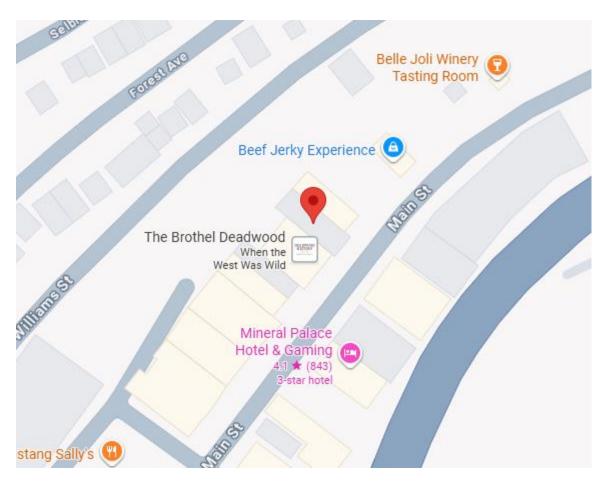
for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved for continued use, staff recommends for stipulation(s):

- 1. Proof of a South Dakota Department of Revenue sales tax number has been provided to the Planning and Zoning Office for their files.
- 2. Provide a copy of the South Dakota Department of Health Lodging License to the Planning and Zoning Office for their files on an annual basis.
- 3. Maintain a City of Deadwood Business License.
- 4. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
- 5. The Building Inspector has inspected the building, and it meets all relevant building codes.
- 6. City water and sewer to remain at commercial rates.
- 7. All parking shall be off street.

#### ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial of continued use by Deadwood Board of Adjustment (approved by Planning and Zoning Commission December 3, 2025)



Map showing location of 606 ½ Main Street





Aerial photo of 606 ½ Main Street, Deadwood, SD 57732.







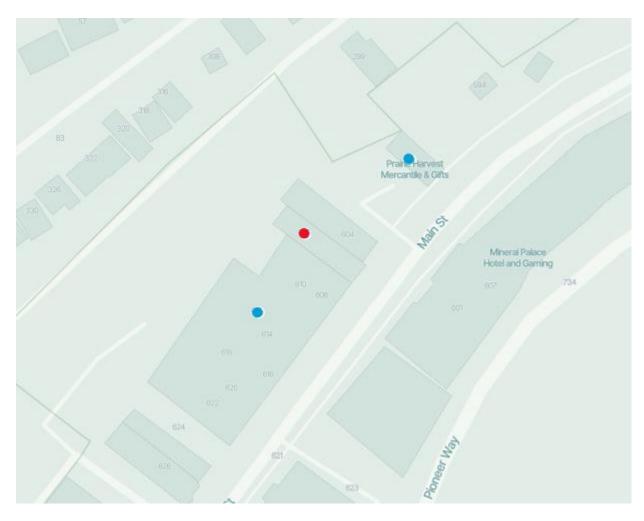
## Zoning map showing 606 ½ Main Street

## Zoning Legend

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

Section 10 Item j.





Map showing locations of nearby Short-Term Rentals to 606 ½ Main Street.





Open app **坐** 

USD Trip Boards List your property Help My trips Sign in

Home > Vacation Rentals > United States of America > South Dakota > Lawrence County > Deadwood >

Nugget Suite - Main Street, Deadwood



Nov 7 - Nov 10

Guests 2 guests Search







Apartment

## **Nugget Suite - Main Street**

Apartment in Deadwood with kitchen



Overview

**Amenities** 

**Policies** 

Location



See all 19 reviews >

1 bedroom

1 bathroom

Sleeps 4

## Popular amenities

Parking available

Dryer

Washer

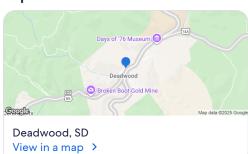
Pet friendly

Kitchen

Air conditioning

See all >

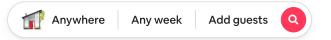
#### **Explore the area**



- Deadwood Mountain Grand 5 min walk
- Deadwood Welcome Center 6 min walk
- Cadillac Jacks Casino 8 min walk

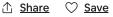
See all about this area >



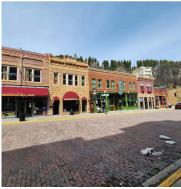




## Nugget Suite - Main Street













## Entire rental unit in Deadwood, South Dakota

 $4 \text{ guests} \cdot 1 \text{ bedroom} \cdot 2 \text{ beds} \cdot 1 \text{ bath}$ 

Guest 5.0 42 favorite \*\*\*\* Reviews



#### Hosted by Wayne

Superhost · 8 years hosting



#### Top 5% of homes

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



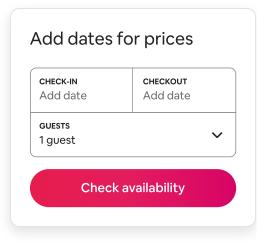
#### Self check-in

Check yourself in with the keypad.



#### Comfy bed for better sleep

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



Report this listing

Overlooking all things Deadwood and literally steps away from shopping, saloons, restaurants and gaming!

#### The space

Overlooking all things Deadwood and literally steps away from shopping, saloons, restaurants and gaming!

The property has one bedroom with an adjustable king bed and the livin...

Show more

## Where you'll sleep



**Living room** 1 sofa bed, 2 air mattresses



**Bedroom** 1 king bed, 2 air mattresses

## What this place offers

| Kitchen

্কি Wifi

Free parking on premises

% Pets allowed

□ TV

(S) Washer

Free dryer – In building

Air conditioning

Bathtub

Show all 49 amenities

#### Select check-in date

Add your travel dates for exact pricing

		Nove	mber	2025						Dece	mber	2025		>
S	М	Т	W	Т	F	S		S	М	Т	W	Т	F	S
						1			1	2	3	4	5	6
2	3	4	5	6	7	8		7	8	9	10	11	12	<del>13</del>
9	<del>10</del>	<del>11</del>	12	13	14	<del>15</del>	1	14	15	16	17	18	19	20
<del>16</del>	<del>17</del>	<del>18</del>	19	20	21	22	2	21	22	23	24	25	26	27
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30														

<u>Clear dates</u>



## **Guest favorite**

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

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 ———	5.0	5.0	5.0	5.0	5.0	5.0
4						
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**Gregory** 4 years on Airbnb

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

Beautiful place. Has everything you need and is nicely decorated. Right on in the middle of the action in Deadwood. Parking is in a ramp but only cost 5\$/day and is right behind the apartment. A little noisy from downtown activities at night but that was expected. There are stairs to get into the apartment.

#### **Show more**



**Pete** Los Angeles, California

★★★★ · September 2025 · Stayed with a pet

Spent 2 nights at the suite and it was super comfortable, charming and right in the middle of all the action and history of Deadwood. Great views of Main Street with forest in the background. Just a half block away is the bar in which Wild Bill was killed. One door down is a tour of a historic brothel. The apartment felt vintage while also feeling very clean and taken care of.

#### Show more



**Sharon** Tippecanoe, Ohio

★★★★ · August 2025 · Stayed a few nights

We loved this place! It was perfect! Wayne and Lee were very helpful! We meet Lee and he told us about some local spots! The only downside is getting a lot of luggage, coolers, etc into the rental, but that wouldn't keep us from returning! I really liked the bay window overlooking Downtown Deadwood Main Street! I spent a lot of there people watching! Thanks for a great ...

#### Show more



**Wendy** Graeagle, California

★★★★ · 2 weeks ago · Stayed with a pet

Wayne and Lee were exceptional hosts; whom responded quickly on a regular basis.

The apartment was the exact location we had hoped for being downtown Deadwood to explore the fascinating history of the area. ...

#### **Show more**



Aaron Red Lodge, Montana

★★★★ · 3 weeks ago · Stayed one night

We had a great stay! The place was clean, comfortable, and exactly as described. The host was responsive and made check-in super easy. The location was convenient—close to restaurants, shops, and local attractions. Overall, a great experience and would definitely stay here again.

#### **Show more**



**Kristin**2 years on Airbnb

**★★★★** · October 2025 · Stayed a few nights

Loved staying at the Nugget Suite. Host was great to work with. Always responsive. Loved the convenience of wat Main Street. Was clean and comfortable. Thank you. Would recommend suite to anyone!

#### **Show more**

Show all 42 reviews

How reviews work

## Where you'll be

Deadwood, South Dakota, United States



## Meet your host



8 Years hosting



Lives in Deadwood, South Dakota

Proudly hosting guests in Deadwood, SD since the 2000's. We look forward to each one of our guest's stays. For my family and I, it is a pleasure to host you!

#### Wayne is a Superhost

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

#### Additional details

Response rate: 100% Responds within an hour

#### Message host



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

## Things to know



#### Cancellation policy

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



#### House rules

Check-in after 3:00 PM Checkout before 11:00 AM 4 guests maximum Learn more



#### Safety & property

Carbon monoxide alarm not reported Smoke alarm Not suitable for children and infants Learn more

Airbnb > United States > South Dakota > Lawrence County > Deadwood

## Explore other options in and around Deadwood

**Estes Park** Vacation rentals Fort Collins Vacation rentals **Rapid City** Vacation rentals

Billings Vacation rentals Cheyenne Vacation rentals **Mount Rushmore** Vacation rentals

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



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

## BOARD OF ADJUSTMENT STAFF REPORT APPLICATION FOR PLAT

**Date:** December 15, 2025

**From:** Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**To:** Board of Adjustment

**RE:** Application for Plat

**APPLICANT: PSF LLC** 

**PURPOSE:** Create one (1) new lot.

**LEGAL DESCRIPTION:** Booster Station Lot, Block 4 of Palisades Tract of

Deadwood Stage Run Addition to the City of Deadwood 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.

**FILE STATUS:** All legal obligations have been completed.

#### **STAFF FINDINGS:**

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

North: R2 – Multi-Family Open Space South: R1 - Residential Open Space

East: R2 – Multi-Family Future Dwellings

West: R1 – Multi-Family Open Space

#### SUMMARY OF REQUEST

The purpose of this plat is to create a lot to house a booster station. The booster station will be used to pump water to higher elevations within the Stage Run development.

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned R1 Residential.
- 2. The lot will be comprised of 5,706.36 square feet <u>+</u> which equates to 0.131 acres <u>+</u>.
- 3. The property is not located within the floodplain.
- 4. Public facilities are available to serve the property.
- 5. The area is currently characterized by open space that has been platted into future residential lots.

#### STAFF DISCUSSION

The 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. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

#### **ACTION REQUIRED:**

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission December 3, 2025)

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



Questions Contact.

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

Application	No.	
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## **APPLICATION FOR 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.

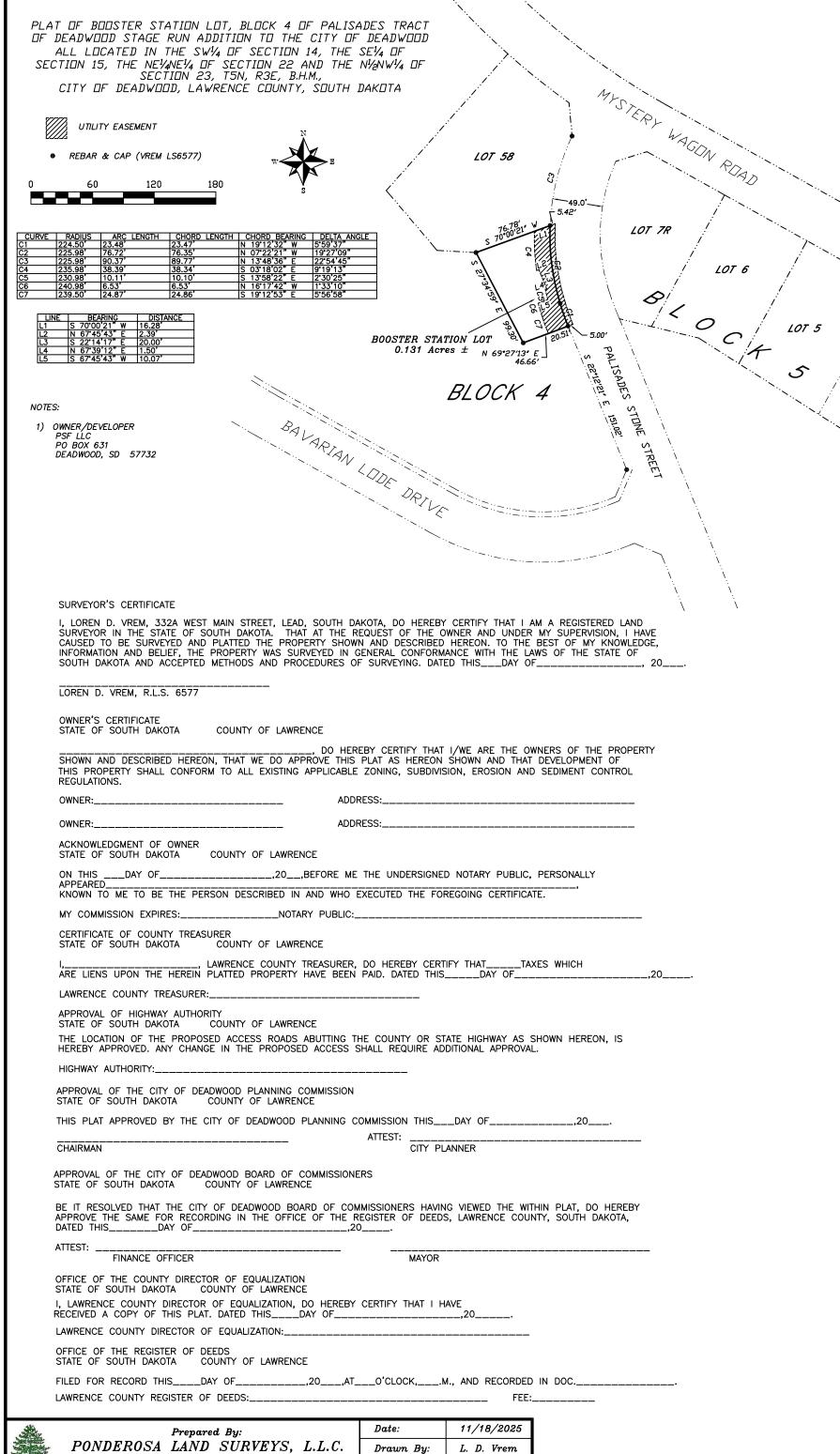
**Applicants**: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than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

Applicant:	PSF LLC.			
Address:	Posax 631	lesson	5	57252
Street		Ćity	State	Zip
Phone Number: _	920-1240	Email Address:	19 planton	To live. con
Property Address	: PALNADERV	TONE	0.1	
Property Owner:	PS, UL	Symmet a	ASR	
Property Owner F	Phone Number:	1/240		
Full Legal Descrip	otion of Property:			
	Max Booter Stan	An Zon DENS	n Am <del>ra)</del>	
Purpose of this P	lat: Sty Feb. for flav			
Summary of this	Plat:			

## 1. The following documents shall be submitted:

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

The North Arrow is show system.	n on the plat wi	th a direct referer	nce to the coordinate mapping
Land is identified with a	new legal descri	ption for the tran	sfer of the land.
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•	ulmit.	Lyordeadwood.co	Date: <u>//-2/</u> 25
completed final copy of this	MM &	Staff Use Only	
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completed final copy of this Signature of Owner/Applicant:	Paid On (1)	Staff Use Only	Date: 1/2125
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Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332B WEST MAIN STREET
LEAD, SD 57754
(605) 722-3840

 Date:
 11/18/2025

 Drawn By:
 L. D. Vrem

 Project No.:
 25-452

 Dwg. No.:
 25-452.dwg





## **Zoning map showing Stage Run Booster Station Location**

## Zoning Legend

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



Octavia's Promise

From Manage to Phonon

Saving Loads, One Leader at a Tun



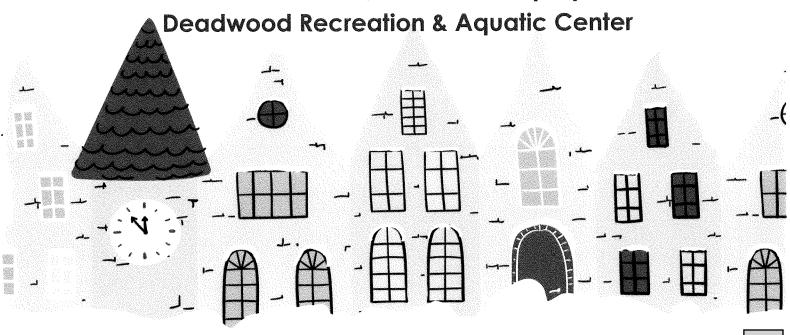


# Holiday Swimsuit Bash

All ages welcome!

Free swimming and swimsuits for all kids K – 5

December 29, 2025, from 12p-2p



## Deadwood's Sesquicentennial 1876-2026

## A Year of Celebration

Deadwood is commemorating its 150th anniversary with a full year of exciting events and activities. Below is the schedule of activities planned throughout 2026, honoring the city's rich history and vibrant community.



## Schedule of Activities\*

- January 20–23: South Dakota Tourism Conference –
   Deadwood Day at the Capital. This gathering will spotlight Deadwood's significance within South Dakota's tourism industry.
- March 14: St. Patrick's Day Bill Walsh Day and a performance by the Singing Nuns. Celebrate Irish heritage and local traditions.
- April 24: Arbor Day The community will plant 150 trees and dedicate a Liberty Tree, symbolizing our history, community unity, and freedom.
- May 22: Save Our Tail Parade followed by the dedication of the Dora DuFran statue, honoring an important figure in Deadwood's history.
- June 8: Opening of the First Newspaper(s) Exhibit, showcasing the early press that documented Deadwood's past.
- June 14: Flag Day Activities at Outlaw Square and a Vintage Baseball Game at Ferguson Field, featuring a traditional matchup between Deadwood and Lead.
- July 2–5: Gold Camp Jubilee for the 150th Celebration in Lead, including another Vintage Baseball Game at Mountain Top between Deadwood and Lead.
- August 3: Recreation of the funeral of James Butler "Wild Bill" Hickok, reenacting a significant event from Deadwood's history.
- September 11–12: Volksmarch from Lead to Deadwood and dedication of the trail system, along with a Chuck Wagon Cook-off and Community Picnic for participants and residents.
- September 24: Commemoration of the day Seth Bullock died, reflecting on his legacy.
- October 1: Dedication of the 150th Time Capsule at the Adams Museum, preserving today's memories for future generations.
- October 31: Trunk or Treat Kidwierd, a festive Halloween event for children and families.
- November 1: The 37th Anniversary of Legalized Gaming in Deadwood, celebrating an important milestone in the city's modern history.
- December 4: Community Christmas Gathering, including a telegraph message from the Governor to mark the holiday season and the conclusion of the anniversary celebrations.

Section 11 Item e.

\*Please note that all activities are subject to change.