



City Commission Regular Meeting Agenda

Monday, July 20, 2026 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of July 6, 2026 City Commission Minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for July 20, 2026.

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

a. Permission to promote Police Officer John Reiser to Police Sergeant II at \$31.25 per hour effective July 19, 2026.

b. Permission to hire Tamara Collier and Arthur Nusom as part-time trolley drivers at \$17.65 an hour effective July 29, 2026 pending pre-employment screening.

c. Permission to move Leah Blue-Zones from Zoning Coordinator to full-time HP Program Coordinator at same rate of pay, effective at time current position is filled.

d. Permission to advertise in-house for 5 days and with outside sources, if needed, for full-time Zoning Coordinator position at \$23.00 to \$25.00 per hour depending on education, experience and qualifications.

[e.](#) Permission to approve job description for newly created Senior Parks Technician position.

f. Permission to post in-house for 5 days for Senior Parks Technician position at \$22.00 per hour.

[g.](#) Acknowledge receipt of grant funding in the amount of \$7,457,962.29 for DR4467 July 2019 Flood Event within the City of Deadwood. Authorize payment to SD Dept

of of Public Safety in the amount of \$6,616,611.72 for advance loan utilized during construction and FEMA closeout process.

- h. Resolution 2026-20 Authorizing the installation of a yield sign on Lee Street at its intersection with Sherman Street.
- i. Acknowledge partial grant payment received from SD DOT Community Access in the amount of \$450,000.00 for the Crescent Street project.
- j. Authorize the transfer of the Wild Bill sign (located at 624 Main St) following payment and execution of a conservation easement.
- k. Permission to purchase two pieces of workout equipment from Abs Company, Inc. in the amount of \$4,852.32. (To be paid by Recreation equipment line item.)
- l. Permission to pay Utility Service Co., Inc for the McGovern Hill water tanks annual maintenance agreement in the amount of \$37,648.00. (To be paid by Water Professional Services line item.)
- m. Permission to pay Adobe for one year subscription to Acrobat Pro in the amount of \$2,878.80 for ten (10) employees. (To be paid by various departments.)
- n. Approve continuation of a Conditional Use Permit for Bed and Breakfast Establishment – 7 Burlington Street – Burlington B&B for the next twelve (12) months. (Recommendation from Planning and Zoning Commission on July 15, 2026, with nine (9) conditions.)
- o. Approve continuation of a Conditional Use Permit for Vacation Home Establishment – 596 Main Street – JVK-SD, LLC for the next twelve (12) months. (Recommendation from Planning and Zoning Commission July 15, 2026 with nine (9) conditions.)

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider License for EP SO Sturgis SD, LLC dba Deadwood Harley Davidson at 681 Main Street.
- b. Hold public hearing for Thrashin Supply Company: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 3:00 p.m. and use of Interpretive Lot from 6:00 a.m. to 2:00 p.m. on Tuesday, August 11, 2026.
- c. Hold public hearing for Daughters of the Road Ride (Moto Girls Ride): use of Interpretive Lot from 6:00 a.m. to 5:00 p.m. on Wednesday, August 12, 2026.
- d. Hold public hearing for Steer Roping Event: waiver of user fees Friday, August 14 through Sunday, August 16, open container Friday, August 14 through Sunday, August 16 from 10:00 a.m. to 2:00 a.m. daily and ending at 2:00 a.m. on Monday, August 17, and special liquor license for Days of '76 Committee from Friday, August 14 through Sunday, August 16, 2026 from 10:00 a.m. to 8:00 p.m. at the Event Complex.

9. **Old Business**

10. **New Business**

- [a.](#) First Reading of Ordinance #1447 Enforcement.
- [b.](#) Permission to award 2026 Round 2 Outside of Deadwood Grants Requests for a total of \$50,000.00 , as recommended by the Deadwood Historic Preservation Commission on July 8, 2026.
- [c.](#) Permission to purchase 2026 Kubota SSV65HRC Skid Steer from Butte County Equipment in the amount of \$52,150.00 less trade of 2019 Kubota SSV65 and sign municipal equipment lease with Kubota Credit Corporation with 4 annual payments of \$7,251.38 per year. (To be paid by Parks equipment line item.)
- [d.](#) Permission to pay White's canyon to repair the turbo in 2016 Ford F550 (Rescue 3) in the amount of \$7,819.10. (To be paid by Fire repair line item.)
- [e.](#) Permission to accept quote of \$84,900.00 from FTH General Civil Contracting for retaining wall project at 15 Forest Avenue for Adrian Newkirk and allow Mayor to sign contract.
- [f.](#) Act as Board of Adjustment and approve/deny Request for Variance - 199 Cliff Street (M. Reynolds) legally described as Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE 1/4 and the SE 1/4 Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. (Denied by Planning and Zoning Commission July 15, 2026.)
- [g.](#) Act as Board of Adjustment and approve/deny Application for Plat - 199 Cliff Street (M. Reynolds) legally described as Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE 1/4 and the SE 1/4 Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. (Denied by Planning and Zoning Commission July 15, 2026.)
- [h.](#) Act as Board of Adjustment and approve/deny Application for Plat - 225 Cliff Street (Deadwood Land Company BHCI LLC) legally described as Deadwood's Gulch's of Fun Lot 1B and Lot 1C, being a portion of Deadwood Gulch Addition II. Formerly Deadwood Gulch's of Fun Tract 1, Lot AB10 in the US Highway 85 right-of-way in M.S. 107, lying adjacent to Deadwood Gulch's of Fun Tract 1, being a portion of Deadwood Gulch Addition II, and "lying adjacent to Deadwood Gulch's of Fun Tract 1" (Plat Doc #2017-4517 Surveyor's Affidavit of Correction Doc #2019-840), Lot AB1 in the US Highway 85 right-of-way. All located in the E 1/2 and SE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission July 15, 2026.)
- [i.](#) Act as Board of Adjustment and approve/deny Application for Plat - 27 Lincoln Avenue (D. Castanie) legally described as Lot 4A of Block 42, formerly Lots 4, 5, 6, 7, 8, 9, 10 & 11, Block 42 part of Lots H, I, J & K, Block 35, vacated Cemetery Street and vacated alley located in the NW 1/4 of Section 26 and the SW 1/4 Section 23, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission July 15, 2026.)

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, JULY 6, 2026

The Regular Session of the Deadwood City Commission convened on Monday, July 6, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Sharon Martinisko and Mark Speirs. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of June 15, 2026. Roll Call: Aye-All. Motion carried.

JUNE 2026 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$45,905.90; PUBLIC BUILDINGS, \$8,281.80; POLICE, \$86,103.93; FIRE, \$9,697.52; BUILDING INSPECTION, \$5,722.68; STREETS, \$35,332.60; PARKS, \$41,635.47; PLANNING & ZONING, \$4,245.90; LIBRARY, \$9,452.03; RECREATION CENTER, \$31,894.60; HISTORIC PRESERVATION, \$25,967.58; WATER, \$18,429.84; PARKING METER, \$18,491.34; TROLLEY, \$26,022.03; PARKING RAMP, \$3,416.00 **PAYROLL TOTAL: \$377,361.00.**

JUNE 2026 PAYROLL PAYMENTS:

Internal Revenue Service, \$92,765.57; S.D. Retirement System, \$40,124.68; Principal Dental, \$3,635.58.

APROVAL OF DISBURSEMENTS

Martinisko moved, Eagleson seconded to approve the July 6, 2026 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	119.91
ACE HARDWARE	SUPPLIES	292.61
ALEX AIR APPARATUS 2	SUPPLIES	115.14
AMAZON CAPITAL	SUPPLIES	3,608.03
ATCO INTERNATIONAL	SUPPLIES	103.16
BARCO PRODUCTS	BENCH	1,432.71
BECK, JOHN	REIMBURSEMENT	74.00
BITTING, MICHELLE	REIMBURSEMENT	45.32
BH CHEMICAL	SUPPLIES	5,808.62
BH SECURITY	SERVICE	3,464.97
BLUEPEAK	SERVICE	7,025.96
BOOKLIST	SUBSCRIPTION	205.00
BRUCE, DAVID	MEETINGS	140.00
CATERING BY DAVE	SERVICE	236.00
CED SPEARFISH	SUPPLIES	48.10
CENTURY BUSINESS PRODUCTS	CONTRACT	548.18
CIVICPLUS	SERVICE	4,341.50
CONNELL EQUIPMENT LEASING	SWEEPER	16,787.65
DAKOTA PUMP	SERVICE	1,148.65
DARK CANYON COFFEE	SUPPLIES	131.80
DEADWOOD ALIVE	ALLOCATION	74,000.00
DEADWOOD BLUES FEST	BID #8	25,000.00
DEADWOOD CHAMBER	BID #8	14,961.52
DEADWOOD CHAMBER - OUTLAW	BID #9	60,000.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	SERVICE	475.00
DRINGMAN, PAT	REIMBURSEMENT	9.55
ECOLAB	SERVICE	136.44
EDGE ONE	SERVICE	6,764.00
ENVIRONMENT EQUIPMENT	SERVICE	69.78
FED EX	SERVICE	20.51
FELD FIRE	SUPPLIES	1,880.72
FETTER, CHARLES	REIMBURSEMENT	100.00
FIRST INTERSTATE BANK	TIF #10	779.95
FIRST NET	SERVICE	283.78
GAYLORD BROS	SUPPLIES	180.31
GEPPERT, MADDY	REIMBURSEMENT	68.99
GOLDEN WEST	SERVICE	1,846.86
GUNDERSON, PALMER, NELSON	SERVICE	10,149.01
HAWKINS	SUPPLIES	1,669.15
HECKMAN, KYLE	PROJECT	10,000.00
INLAND TRUCK PARTS	SERVICE	2,614.57
INTOXIMETERS	SUPPLIES	363.75
JACOBS WELDING	SERVICE	19.60
KEEHN, JOSH	MEETINGS	315.00
KETEL THORSTENSON	SERVICE	34,464.58
KLAMM, MIKE	REIMBURSEMENT	74.00
KNOX COMPANY	SUPPLIES	535.00
KONE CHICAGO	SERVICE	1,295.11
LAWRENCE CO. REGISTER	SERVICE	60.00
LAWTON, FRANK	REIMBURSEMENT	100.00
LEE, JAMES	REIMBURSEMENT	100.00
LIBERTY NATIONAL BANK	TIF #9	457.42
LYNN'S	SUPPLIES	37.59
MACK'S AUTO BODY	SERVICE	1,076.00
MARCO	CONTRACT	207.96

REGULAR MEETING, JULY 6, 2026

MARTINISKO, JOHN	MEETINGS	280.00
METERING & TECHNOLOGY SOLU	SUPPLIES	3,716.82
MID-AMERICAN RESEARCH CHEM	SUPPLIES	594.06
MID-AMERICAN SIGNAL	SUPPLIES	1,059.00
MILE UP MARKETING SOLUTION	BID #8	1,943.46
MDU	SERVICE	5,939.08
MONTANA HISTORICAL SOCIETY	MEMBERSHIP	40.00
MORRAN, STEPHANIE	REIMBURSEMENT	42.00
MS MAIL	SERVICE	5,340.67
NORTHERN HILLS SPAS	SUPPLIES	187.86
NORTHWEST PIPE FITTINGS	SUPPLIES	1,307.52
OTIS ELEVATOR	SERVICE	174.12
OWENS, MELVIN KENNETH	MEETINGS	280.00
PHOENIX UNIFORMS	UNIFORMS	39.80
POOL & SPA CENTER	SUPPLIES	82.99
PRINCIPAL LIFE INSURANCE	INSURANCE	591.20
PRO TRACK AND TENNIS	PROJECT	19,000.00
QUICKTROPHY	SUPPLIES	65.13
QUIK SIGNS	SERVICE	2,002.62
QUILL	SUPPLIES	34.99
RECREATION SUPPLY	SUPPLIES	482.94
S AND C CLEANERS	CLEANING	8,708.00
SACRISON PAVING	PROJECT	67,109.58
SD DEPT. OF REVENUE	TAX	5,736.04
SD PUBLIC HEALTH LAB	TESTING	40.00
SEMINGSON, DAVID	REIMBURSEMENT	120.00
SERVALL	SUPPLIES	2,057.92
SHERWIN WILLIAMS	SUPPLIES	1,755.71
SNAP-ON TOOLS	SUPPLIES	160.00
SODAK TITLE	SERVICE	300.00
SPEARFISH BUILDING	SUPPLIES	1,529.47
ST. LUKE'S CHURCH	GRANT	6,150.00
STEICHEN, DAWN	REIMBURSEMENT	125.00
STONE LAND SERVICES	PROJECT	2,637.00
STUEN CONSTRUCTION	SERVICE	350.00
TALLGRASS LANDSCAPE	PROJECT	1,475.00
THE JUNK DRAWER	SERVICE	739.50
THE LIBRARY STORE	SUPPLIES	3,589.54
TOWEY DESIGN GROUP	PROJECT	18,428.50
TRAV'S OUTFITTER	SUPPLIES	687.97
TRUGREEN	SERVICE	6,759.27
ULINE	SUPPLIES	1,252.19
UNCLE COOKIE'S COFFEE	SUPPLIES	130.00
UNDERHILL, RON	PROJECT	951.94
USA BLUEBOOK	SUPPLIES	603.69
VAN TASSEL, JEREMY	REIMBURSEMENT	74.00
VAN TASSEL, SARAH	REIMBURSEMENT	74.00
VANWAY TROPHY	SERVICE	235.00
VERIZON WIRELESS	SERVICE	700.98
VIEHAUSER ENTERPRISES	SERVICE	263.98
VIGILANT BUSINESS SOLUTION	TESTING	1,653.80
WALKER CONSULTANTS	PROJECT	5,622.50
WAREING STURGIS	SERVICE	231.70
WATERS HARDWARE	SUPPLIES	4,183.01
WATERS HARDWARE	GRANTS	381.88
WELLMARK	INSURANCE	48,587.89
WELLS PLUMBING	SUPPLIES	75.81
WESTERN COMMUNICATIONS	SERVICE	120.00
WILLIAMS, JIM	MEETINGS	245.00
WOZNIAK, MARTIN	PROJECT	9,960.42
WYSS ASSOCIATES	PROJECT	2,000.00
		Total \$554,804.01

ITEMS FROM CITIZENS ON AGENDA

Community Education

Erika Schumacher, Black Hills Special Services Education Manager, spoke about the community education classes, and are searching for instructors in the Lead Deadwood area to teach classes. Commission thanked her for her time.

CONSENT

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

- A. Permission to hire Marianna DeSalvo and Tyler Thompson as full time (non-certified) police officers at \$25.50 per hour effective July 13, 2026 pending pre-employment screening.
- B. Permission to hire up to two rally officers for 2026 motorcycle rally at rate of \$25.80 per hour.
- C. Permission to accept resignation from Trolley Driver Mike Bachand effective June 25, 2026.
- D. Permission to update Water Operator Olivia Weiler wage from \$24.92/hour to \$25.42/hour per policy 5.15 Water and Wastewater certificates effective May 21, 2026 for the Wastewater Collections 1 certification.

REGULAR MEETING, JULY 6, 2026

- E. Permission to renew group auxiliary employee benefits (life and vision) with Principal, move dental to Delta Dental and allow finance officer to sign all associated documents, effective August 1, 2026.
- F. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Carl and Ellentina Angle and William and Julie Wilson.
- G. Permission to remove Dylan Fraser from the Volunteer Fire Department roster for worker's compensation purposes effective June 18, 2026.
- H. Permission to make 2026 budget allocation to Deadwood Alive in the amount of \$10,000.00 from Bed and Booze fund.
- I. Acknowledge grant received from SD Game Fish and Parks for Deadwood Trailhead parking lot in the amount of \$246,527.00.
- J. Acknowledge the Planning, Zoning and Historic Preservation Officer, Kevin Kuchenbecker, signature on the FEMA Overview and Concurrence Form required for the Letter of Map Amendment (LOMR) as part of the Whitewood Creek Restoration Project.
- K. Permission for firefighters Joel Ellis, Rylan Rakow, Jason Rakow, Anita Knipper, Sarah Van Tassel, Francis Iverson, and Steve Schramm to travel to St. Onge in Engine 2 and Truck 4 to attend live fire training on July 11, 2026.
- L. Permission to allow Lead Deadwood Booster Club use of five parking spaces at Ferguson field for a fundraiser during four home football games in conjunction with the Use and Maintenance Agreement dated Sept. 5, 2023.
- M. Permission for the Mayor to sign contract for retaining wall project at 10 Denver / 10 Centennial with RSC Construction, Inc. in the amount of \$63,000.00. (Bid awarded June 15, 2026.)
- N. Permission for the Mayor to sign contract for retaining wall project at 56 Lincoln with RSC Construction, Inc. and Mark Thompson in the amount of \$195,000.00. (Bid awarded June 15, 2026.)
- O. Permission for the Mayor to sign contract for retaining wall project at 31 Centennial with RSC Construction, Inc. and Brad Beuckens in the amount of \$270,000.00. (Bid awarded June 15, 2026.)
- P. Permission to waive banner fees and requirements for raffle fundraiser for Deadwood Volunteer Fire Department during the 2026 season.
- Q. Permission to purchase up to 5001 gallons of regular fuel from Southside Service for \$3.47 per gallon. (To be paid by the Streets supplies budget.)
- R. Permission to pay Straight Line Striping to stripe Pine, Lee and Sherman Streets in amount not to exceed \$5,751.58. (To be paid by Streets Professional Services line item.)
- S. Permission to pay Dakota Pump to repair the SCADA communications to the PRV in amount of \$3,295.73. (To be paid by Water repair line item.)
- T. Permission to pay William Schmidt to repair curb gutter at 20 Pine Street in the amount of \$3,600.00. (To be paid by Streets Repair line item.)
- U. Permission to pay William Schmidt to repair curb gutter at the Welcome Center parking lot in the amount of \$3,500.00. (To be paid by Streets Repair line item.)
- V. Permission to pay William Schmidt to repair stairs and sidewalk for a curb stop repair at 31 Taylor Avenue in the amount of \$6,000.00. (To be paid by Streets Repair line item.)
- W. Allow use of public property at the History and Information Center (Portico) on Tuesday, August 18 through Monday, August 24, 2026 for American Legion Auxiliary.
- X. Allow use of public property at the Event Complex on Thursday, September 17 through Saturday, September 19, 2026 for Black Hills Jeep Jamboree. Fees and Deposit have been received.

PUBLIC HEARINGS**Set**

Johnson moved, Martinisko seconded to set public hearing on July 20 for Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider licenses for EP So Sturgis SD, LLC dba Deadwood Harley Davidson at 681 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on July 20 for Thrashin Supply Company. Roll Call: Aye-All. Motion carried.

Martinisko moved, Eagleson seconded to set public hearing on July 20 for Daughters of the Road Ride (Moto Girls Ride.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JULY 6, 2026

Set
Johnson moved, Martinisko seconded to set public hearing on July 20 for Steer Roping Event.
Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Agreement
Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the agreement. Discussion was held regarding restrictions, parking, timeline and infrastructure. Martinisko moved, Speirs seconded to Permission to allow Mayor to sign Developer's Agreement with Optima, LLC in conjunction with Historic Preservation Commission's final approval of PA 260093 – 308 Main; PA 260094 – 306 Main; PA 260095 – 388 Main; PA 260096 – 390 Main; PA 260097 – 390 ½ Main. Roll Call: Aye-All. Motion carried.

Service
Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to engage KT Connections to install an interactive display and realign video components in Commission Room at a cost not to exceed \$12,963.09. (To be paid by HP Equipment line item.) Roll Call: Aye-All. Motion carried.

Quote
Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to accept low quote from Competitive Masonry for retaining wall and sidewalk project at 85 Charles at a cost of \$25,413.30. (To be paid by HP Retaining Wall line item.) Roll Call: Aye-All. Motion carried.

Hire
Kuchenbecker spoke about the project. Speirs moved, Martinisko seconded to hire Quik Signs to wrap the utility boxes at Deadwood Recreation & Aquatic Center in the amount of \$7,072.39. (To be paid by ½ Block Club reserves and ½ HP Public Ed.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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

ADJOURNMENT
Martinisko moved, Speirs seconded to adjourn the regular session at 5:28 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1), legal matters per SDCL 1-25-2(3) and contractual negotiations per SDCL 1-25-2(4) with possible action. The next regular meeting will be Monday, July 20, 2026 at 5:00 p.m.

After coming out of executive session at 6:45 p.m. Martinisko moved, Johnson seconded to adjourn.

ATTEST: _____ DATE: _____

Jessica McKeown, Finance Officer BY: _____
Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

7/17/2026 10:22 AM
PACKET: 07557 07/21/26 COMBINED
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-070626	101-3000-202	LIQUOR LICENS EPSO RENEWAL-MALT BEV & WINE	000000	150.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	150.00
01-0418	BLACK HILLS PIONEER					
		I-060126	101-4111-423	PUBLISHING MINUTES 05/18/26	000000	208.23
		I-060126	101-4111-423	PUBLISHING NOH FARMERS MARKET	000000	16.82
		I-060126	101-4111-423	PUBLISHING NOH HD DEMO RIDES	000000	13.35
		I-060126	101-4111-423	PUBLISHING NOH HD ACTIVATION	000000	19.29
		I-060126	101-4111-423	PUBLISHING NOH MEDICINE WHEEL	000000	14.34
		I-060126	101-4111-423	PUBLISHING NOH CHUCKWAGON GATHERING	000000	13.85
		I-060126	101-4111-423	PUBLISHING NOH BH VETERANS MARCH	000000	15.33
		I-060126	101-4111-423	PUBLISHING NOH DEADWOOD JAM	000000	26.71
		I-060126	101-4111-423	PUBLISHING MINUES 06/01/26	000000	221.09
		I-060126	101-4111-423	PUBLISHING ORD#1446 BDGT SPLMT #2 2026	000000	16.32
01-1652	BLOOMERS FLOWERS & GIFT					
		I-41326	101-4111-426	SUPPLIES MATTSON MEMORIAL	000000	70.00
01-4625	FIB CREDIT CARDS					
		I-071526	101-4111-427	TRAVEL LODGING SDML CONFERENCE	000000	243.14
		I-071526	101-4111-426	SUPPLIES 4TH PARADE CANDY	000000	291.61
		I-071526	101-4111-426	SUPPLIES 4TH PARADE CANDY	000000	306.92
01-5321	THE JUNK DRAWER					
		I-1120	101-4111-426	SUPPLIES 150TH LOGO- COMMISSION	000000	72.50
			DEPARTMENT 111	COMMISSION	TOTAL:	1,549.50
01-4625	FIB CREDIT CARDS					
		I-071526	101-4130-426	SUPPLIES ELECTIONS FOR COUNTY	000000	111.20
			DEPARTMENT 130	ELECTIONS	TOTAL:	111.20
01-2394	GUNDERSON, PALMER, NELS					
		I-149123	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	5,897.88
			DEPARTMENT 141	ATTORNEY	TOTAL:	5,897.88
01-0545	LYNN'S DAKOTA MART					
		I-071726	101-4142-426	SUPPLIES RETIREMENT - JP- FINANCE	000000	38.99
01-3135	A TO Z SHREDDING					
		I-13899155T935	101-4142-422	PROFESSIONAL SHREDDING - FINANCE	000000	6.44

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT					
		I-4924	101-4142-422	PROFESSIONAL SCREENING - D SCHILLING	000000	56.50
01-4625	FIB CREDIT CARDS					
		C-061726	101-4142-426	SUPPLIES REFUND EARBUDS	000000	16.20-
		I-071526	101-4142-427	TRAVEL SDML DOORPRIZE FOR CONF	000000	57.51
		I-071526	101-4142-426	SUPPLIES AC DODGE SDML TRAINING	000000	82.66
		I-071526	101-4142-426	SUPPLIES FUEL SDML CONFERENCE	000000	88.32
		I-071526	101-4142-427	TRAVEL LODGING SDML CONFERENCE	000000	364.71
		I-071526	101-4142-426	SUPPLIES SUPPLIES JANS PARTY	000000	4.25
		I-071526	101-4142-426	SUPPLIES SUPPLIES JANS PARTY	000000	1.54
		I-071526	101-4142-426	SUPPLIES 150TH SHIRTS	000000	87.68
		I-071526	101-4142-426	SUPPLIES SUPPLIES - JANS PARTY	000000	148.46
01-4711	AMAZON CAPITAL SERVICES					
		I-1467-KCMX-91HV	101-4142-426	SUPPLIES SUPPLIES - FINANCE	000000	18.89
		I-1467-KCMX-91HV	101-4142-426	SUPPLIES SUPPLIES - FINANCE	000000	9.47
		I-1H47-GM7Y-Q3MX	101-4142-426	SUPPLIES OFFICE SUPPLIES - FINANCE	000000	51.74
		I-1N3P-DWPG-GYWX	101-4142-426	SUPPLIES OFFICE SUPPLIES - FINANCE	000000	51.02
01-5597	BRICKS R US					
		I-062526	101-4142-426	SUPPLIES BRICK - JAN	000000	44.00
				DEPARTMENT 142 FINANCE	TOTAL:	1,095.98
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/26/26	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.70
		I-POWER 06/26/26	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	55.58
		I-POWER 06/26/26	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 06/26/26	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	26.05
		I-POWER 06/26/26	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	170.51
		I-POWER 06/26/26	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	58.76
		I-POWER 06/26/26	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	23.91
		I-POWER 06/26/26	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.49
		I-POWER 06/26/26	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	511.53
		I-POWER 06/26/26	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	50.85
		I-POWER 06/26/26	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,409.17
		I-POWER 06/26/26	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	33.07
		I-POWER 06/26/26	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,359.88
		I-POWER 06/26/26	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	45.32
		I-POWER 06/26/26	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	103.07
		I-POWER 06/26/26	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	23.77
		I-POWER 06/26/26	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	333.41
		I-POWER 06/26/26	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	111.95
		I-POWER 06/26/26	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	319.18
		I-POWER 06/26/26	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,608.58
		I-POWER 06/26/26	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 06/26/26	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	570.02

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	06/26/26	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	89.67
	I-POWER	06/26/26	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	26.08
	I-POWER	06/26/26	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.93
	I-POWER	06/26/26	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	90.20
	I-POWER	06/26/26	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	44.03
	I-POWER	06/26/26	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	33.14
	I-POWER	06/26/26	101-4192-428	UTILITIES 20 WABASH ST LIGHTS	000000	27.19
	I-POWER	06/26/26	101-4192-428	UTILITIES 20781 US HWY 85 WELCOME SIGN	000000	94.27
	I-POWER	06/26/26	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	24.38
	I-POWER	06/26/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	456.66
	I-POWER	06/26/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	89.27
	I-POWER	06/26/26	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	52.29
	I-POWER	06/26/26	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	57.80
	I-POWER	06/26/26	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	358.98
	I-POWER	06/26/26	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,205.86
	I-POWER	06/26/26	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	43.74
	I-POWER	06/26/26	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	51.16
	I-POWER	06/26/26	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.27
	I-POWER	06/26/26	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.30
	I-POWER	06/26/26	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	23.39
	I-POWER	06/26/26	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	28.92
	I-POWER	06/26/26	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,012.74
	I-POWER	06/26/26	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	46.58
	I-POWER	06/26/26	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	523.84
	I-POWER	06/26/26	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	38.10
	I-POWER	06/26/26	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	93.74
	I-POWER	06/26/26	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	69.76
	I-POWER	06/26/26	101-4192-428	UTILITIES 5 SIEVER ST	000000	601.98
	I-POWER	06/26/26	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	19.19
	I-POWER	06/26/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	583.64
	I-POWER	06/26/26	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	45.85
	I-POWER	06/26/26	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	966.81
	I-POWER	06/26/26	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.22
	I-POWER	06/26/26	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	18.87
	I-POWER	06/26/26	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.52
	I-POWER	06/26/26	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.39
	I-POWER	06/26/26	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	40.57
	I-POWER	06/26/26	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	333.67
	I-POWER	06/26/26	101-4192-428	UTILITIES 610 BROADWAY ST	000000	71.31
	I-POWER	06/26/26	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	714.61
	I-POWER	06/26/26	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	27.84
	I-POWER	06/26/26	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	645.12
	I-POWER	06/26/26	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,484.86
	I-POWER	06/26/26	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	30.68
	I-POWER	06/26/26	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	34.40
	I-POWER	06/26/26	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	85.38
	I-POWER	06/26/26	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	685.99
	I-POWER	06/26/26	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	714.99

PACKET: 07557 07/21/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER 06/26/26	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.55	
	I-POWER 06/26/26	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	76.17	
	I-POWER 06/26/26	101-4192-428	UTILITIES 767 MAIN ST	000000	21.10	
	I-POWER 06/26/26	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00	
	I-POWER 06/26/26	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.79	
	I-POWER 06/26/26	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.64	
	I-POWER 06/26/26	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.88	
	I-POWER 06/26/26	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	0.00	
01-0539	LEAD-DEADWOOD SANITARY					
	I-07/01/26 CONSUMPT	101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	30.10	
	I-07/01/26 CONSUMPT	101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	0.00	
	I-07/01/26 CONSUMPT	101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	38.52	
	I-07/01/26 CONSUMPT	101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	31.13	
	I-07/01/26 CONSUMPT	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	68.70	
	I-07/01/26 CONSUMPT	101-4192-428-11	UTILITIES - P DEADWOOD-CITY GORDON PARK	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	33.97	
	I-07/01/26 CONSUMPT	101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	47.45	
	I-07/01/26 CONSUMPT	101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	53.17	
	I-07/01/26 CONSUMPT	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00	
	I-07/01/26 CONSUMPT	101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	362.84	
	I-07/01/26 CONSUMPT	101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	65.15	
	I-07/01/26 CONSUMPT	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	148.99	
	I-07/01/26 CONSUMPT	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	45.16	
01-1558	ECOLAB PEST ELIMINATION					
	I-4534025	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	189.54	
	I-4534026	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROG/REC	000000	110.94	
	I-4534029	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	134.19	
01-2073	SDN COMMUNICATIONS					
	I-244963	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00	
	I-244963	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00	
	I-244963	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00	
	I-244963	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00	
	I-244963	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00	
	I-244963	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00	
	I-244963	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00	
01-2890	ALL NET CONNECTIONS					
	I-51036	101-4192-425-21	REPAIRS - WEL REPAIR DOOR CONTROL/WELCOME	000000	45.50	

PACKET: 07557 07/21/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE CHICAGO					
		I-872067689	101-4192-422-17	PROFESSIONAL- JUNE ELEV MAINT/DAYS MUSEUM	000000	212.74
01-3314	CENTURY BUSINESS PRODUC					
		I-863867	101-4192-422-04	PROFESSIONAL PROFESSIONAL SERV - CITY HALL	000000	120.33
01-3977	ACE HARDWARE OF LEAD					
		I-047296	101-4192-425-14	REPAIRS - STR HDMI JACK-ETHERNET CABLE/STRTS	000000	53.08
01-4057	VIEHAUSER ENTERPRISES,					
		I-65405	101-4192-422-18	PROFESSIONAL (2) ASSA KEY/FERGUSON FIELD	000000	44.00
01-4625	FIB CREDIT CARDS					
		I-06/30/26 PUB BLDGS	101-4192-426	SUPPLIES WALMART SUPPLIES-GLASS CLNR	000000	67.48
		I-06/30/26 PUB BLDGS	101-4192-426-09	SUPPLIES - HA CLEANING SUPPLIES/HARCC	000000	83.55
01-4696	RUNNING SUPPLY INC.					
		I-06/30/26 STATEMENT	101-4192-426	SUPPLIES NITRILE GLOVE-IMPACT DR KIT/PB	000000	314.34
01-4711	AMAZON CAPITAL SERVICES					
		I-113T-Q9DW-6R6R	101-4192-426	SUPPLIES KOHLER PART-20V PLANER/PB	000000	667.53
		I-1QDN-1VRQ-66MH	101-4192-425-01	REPAIRS - ADA LED DIMMER SWITCHES/AD HOUSE	000000	21.46
01-4944	QUADIENT FINANCE USA, I					
		I-4944	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-4957	ONSITE FIRST AID, LLC					
		I-06/30/26 INVOICES	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	164.63
		I-06/30/26 INVOICES	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	58.08
		I-06/30/26 INVOICES	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STRTS	000000	13.45
		I-06/30/26 INVOICES	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/POLICE DEPT	000000	55.58
		I-06/30/26 INVOICES	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/HP	000000	31.43
		I-06/30/26 INVOICES	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/FINANCE	000000	32.35
		I-06/30/26 INVOICES	101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	17.95
01-5356	CED SPEARFISH					
		I-8170-1018567	101-4192-425-14	REPAIRS - STR (4) 2X4 LED FLAT PANEL/STRTS	000000	240.00
		I-8170-1020939	101-4192-426-14	SUPPLIES - ST (4) 2X4 LED PLAT PNL/STRTS	000000	240.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	35,056.44
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002947	101-4193-422	PROFESSIONAL MICROSOFT 36 ANNUAL LICENSES	000000	7,332.00
		I-40002947	101-4193-422	PROFESSIONAL EML SEC BKUP WKSTNS - COMP	000000	2,695.48
01-4711	AMAZON CAPITAL SERVICES					
		I-1RWG-TFHC-QLPP	101-4193-426	SUPPLIES OFFICE SUPPLIES - FINANCE	000000	36.29

PACKET: 07557 07/21/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 193 COMPUTER SERVICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4848	ADOBE INC					
		I-260916921	101-4193-426	SUPPLIES ANNUAL PRO 10 LICENSES - COMP	000000	287.88
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						10,351.65
01-0508	GALLS, LLC					
		I-035377308	101-4210-426	SUPPLIES STINGER LED - PD	000000	152.00
01-1424	SOUTHSIDE SERVICE					
		I-0063293	101-4210-425	REPAIRS TIRE REPAIR PATCH / BEAD CLEAN	000000	65.00
01-1653	AUTO VALUE CENTRAL CITY					
		C-832072408	101-4210-425	REPAIRS CREDIT/REFUND - PD	000000	165.98-
		C-832072657	101-4210-425	REPAIRS CREDIT/REFUND - PD	000000	13.15-
		I-832072164	101-4210-425	REPAIRS SUPPLIES/PARTS - PD	000000	56.06
		I-832072242	101-4210-425	REPAIRS SUPPLIES/PARTS	000000	14.99
		I-832072314	101-4210-425	REPAIRS PARTS 2021 DDG DURANGO - PD	000000	165.98
		I-832072317	101-4210-425	REPAIRS SUPPLIES/PARTS - PD	000000	438.09
		I-832072660	101-4210-425	REPAIRS PARTS - PD	000000	34.95
		I-832072706	101-4210-425	REPAIRS PARTS - 2021 DDG DURANGO	000000	188.30
01-4317	VIGILANT BUSINESS SOLUT					
		I-4938	101-4210-422	PROFESSIONAL SCREENING - M DESALVO - PD	000000	56.50
01-4625	FIB CREDIT CARDS					
		I-060926-2	101-4210-422	PROFESSIONAL USPS POSTAGE - PD	000000	21.20
01-5207	SAFE LIFE DEFENSE					
		I-32561900	101-4210-426	SUPPLIES SAFETY VEST - PD	000000	539.10
01-5260	DEADWOOD CUSTOM CYCLES					
		I-1826	101-4210-425	REPAIRS MAINTENANCE VN2883 - PD	000000	880.09
01-5508	PHOENIX UNIFORMS & TACT					
		I-000079	101-4210-426	SUPPLIES NAME BARS - X4 - PD	000000	79.60
01-5593	MCKEOWN, AARON					
		I-PEXV	101-4210-426	SUPPLIES UNIFORM APPEARAL - PD	000000	129.65
DEPARTMENT 210 POLICE TOTAL:						2,642.38
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002947	101-4221-422	PROFESSIONAL CLOUD SERVICES - FD	000000	150.00
		I-40002947	101-4221-422	PROFESSIONAL EML SEC BKUP WKSTN - FD	000000	198.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1384368	101-4221-422	PROFESSIONAL COPIER ADMIN OFFICE - FD	000000	31.78

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2594	DEADWOOD VOLUNTEER FIRE					
		I-062426	101-4221-422	PROFESSIONAL STAFFING WILD BILL DAYS 062026	000000	396.00
		I-062426-2	101-4221-422	PROFESSIONAL STAFFING WBD 061926 3 MMBRS	000000	297.00
		I-071426-6	101-4221-427	TRAVEL FUEL-FIRE SCHL NEWELL JUNE15	000000	94.01
		I-24740452	101-4221-427	TRAVEL FUEL-FIRE SCHL W'TOWNJUN11-13	000000	72.01
01-3913	HEIMAN INC					
		I-0000214-IN	101-4221-434	MACHINERY/EQU GEAR REPAIR - R & S VT - FD	000000	958.06
01-4150	GOLDEN WEST INDUSTRIAL					
		I-2136540	101-4221-426	SUPPLIES SAFETY GLASSES	000000	815.51
01-4625	FIB CREDIT CARDS					
		I-06/30/26 PUB BLDGS	101-4221-427	TRAVEL WATERTOWN CONF TRAVEL/FIRE	000000	235.08
		I-06/30/26 PUB BLDGS	101-4221-427	TRAVEL WATERTOWN CONF TRAVEL/FIRE	000000	244.58
		I-071526	101-4221-426	SUPPLIES MEETING	000000	28.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1467-KCMX-FHMT	101-4221-425	REPAIRS SUPPLIES - FD	000000	303.92
01-4848	ADOBE INC					
		I-260916921	101-4221-426	SUPPLIES ANNUAL PRO 10 LICENSES - FD	000000	287.88
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,111.83
		I-260916921	101-4232-426	SUPPLIES ANNUAL PRO 10 LICENSES BUILDINGS	000000	287.88
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 287.88
01-0206	SCHMIDT, WILLIAM					
		I-071526	101-4310-425	REPAIRS CONCRETE 501 PIONEER WAY	000000	3,500.00
01-0407	SHERWIN WILLIAMS CO					
		I-04633219060726	101-4310-426	SUPPLIES (2) GAL PRO PARK WB YELLOW/STR	000000	65.90
		I-75618218160726	101-4310-426	SUPPLIES (6) PRO PARK WB YELLOW/STRTS	000000	197.70
		I-77002218160726	101-4310-426	SUPPLIES PRO PARK YELLOW/STREETS	000000	159.75
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002947	101-4310-422	PROFESSIONAL 1 WKSTN - WATER	000000	8.00
01-0561	SOUTH DAKOTA 811					
		I-SD26-01800	101-4310-422	PROFESSIONAL LOCATE MSG-FAX APRIL-JUNE/STR	000000	45.92
01-0575	SOUTHSIDE OIL					
		I-099271	101-4310-426	SUPPLIES (5001) GALS FUEL/STREETS	000000	17,353.47
01-0598	SUMMIT SIGNS AND SUPPLY					

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0598	SUMMIT SIGNS AND SUPPLY	continued				
		I-69635	101-4310-426	SUPPLIES DBL SIDE WHT-GREEN FIRE ST/STR	000000	60.00
		I-69703	101-4310-426	SUPPLIES (4) SIGNS BL/ORG RODEO-BASEBAL	000000	480.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832071016	101-4310-426	SUPPLIES 1234YF FREON 12 OZ/STRTS	000000	38.99
		I-832071019	101-4310-426	SUPPLIES R1234YF CAN TAP/STRTS	000000	12.99
		I-832071579	101-4310-426	SUPPLIES 3/8 DR UNIVERSAL - 6 PT/STRTS	000000	13.98
		I-832071761	101-4310-426	SUPPLIES (2) LEFT WINDSHIELD WA/FINANCE	000000	55.98
		I-832071932	101-4310-426	SUPPLIES ALIGNMENT SHIM/STRTS	000000	28.51
		I-832072015	101-4310-426	SUPPLIES AUTO TRANSMISSION-FREGHT/STRTS	000000	84.99
		I-832072409	101-4310-426	SUPPLIES WHT PAINT STICK-MARKER/STRTS	000000	6.78
		I-832072470	101-4310-425	REPAIRS (11) LIQUID PROPANE GAS/STRTS	000000	8.69
		I-832072656	101-4310-426	SUPPLIES MECH WATER-CRANKSHAFT/STRTS	000000	119.42
		I-832072698	101-4310-426	SUPPLIES TIN HANDLE HORSEHAIR/STRTS	000000	398.41
		I-832072811	101-4310-426	SUPPLIES HOSE FITTING-#4 1/4 5000 PSI/S	000000	52.38
01-2715	SPEARFISH BUILDING & SU					
		I-13927	101-4310-426	SUPPLIES ACRY LTX TRAFFIC YELLOWSTRTS	000000	137.95
01-3314	CENTURY BUSINESS PRODUC					
		I-863868	101-4310-422	PROFESSIONAL CONTRACT RATE+COPIES/STRTS	000000	46.76
01-4517	STRAIGHT LINE STRIPING					
		I-2647	101-4310-422	PROFESSIONAL CURB & CROSSWALKS/STRTS	000000	6,962.28
		I-2649	101-4310-422	PROFESSIONAL CURB-CROSSWALK SHERMAN/STRTS	000000	5,751.58
01-4711	AMAZON CAPITAL SERVICES					
		I-1GNH-P7NM-4XDV	101-4310-426	SUPPLIES CLEAT HANGER-CAMSHAFT/STRTS	000000	39.59
01-5052	AVID4 ENGINEERING					
		I-26-106.4	101-4310-437	CAPITAL OUTLA PRO SRVCS CRESCENT DR IMPROVE	000000	24,417.50
				DEPARTMENT 310 STREETS	TOTAL:	60,047.52

01-5503	WEST RIVER SOLID WASTE					
		I-06/30/26 EXTRA PU	101-4320-422	PROFESSIONAL JUNE EXTRA DUMPSTER PICKUP	000000	1,500.00
		I-06/30/26 RES GARB	101-4320-422	PROFESSIONAL JUNE RESIDENTIAL GARBAGE SRVC	000000	14,326.39
				DEPARTMENT 320 SANITATION	TOTAL:	15,826.39

01-0418	BLACK HILLS PIONEER					
		I-148932	101-4370-422	PROFESSIONAL CLASSIFIED AD/OAKRIDGE	000000	105.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	105.00

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-228012702	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	530.80
		I-228012702	101-4520-422	PROFESSIONAL LAWN SERVICE/GORDON PARK	000000	202.36
		I-228012702	101-4520-422	PROFESSIONAL LAWN SERVICE/MARTHA BULL PARK	000000	104.92
		I-228012702	101-4520-422	PROFESSIONAL LAWN SERVICE/STAGE RUN PARK	000000	103.00
		I-228012702	101-4520-422	PROFESSIONAL LAWN SERVICE/ST AMBROSE	000000	831.81
		I-228012703	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK	000000	603.03
		I-228012704	101-4520-422	PROFESSIONAL LAWN SERVICE/PLUMA PARK	000000	173.25
01-0467	CULLIGAN OF THE BLACK H					
		I-0026672	101-4520-422	PROFESSIONAL (13) 5 GAL BOTTLED WATER/PARKS	000000	94.25
01-1653	AUTO VALUE CENTRAL CITY					
		I-832071892	101-4520-426	SUPPLIES RELAY/PARKS	000000	7.99
		I-832071918	101-4520-425	REPAIRS TURN SIGNAL SWITCH/PARKS	000000	125.99
		I-832072341	101-4520-425	REPAIRS HZ BATTERY/PARKS	000000	190.10
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2036759	101-4520-426	SUPPLIES STIHL CHAIN-MICRO MINI/PARKS	000000	206.94
01-3060	QUIK SIGNS					
		I-54892	101-4520-426	SUPPLIES (2) 3X10 BANNERS/PARKS	000000	423.59
		I-54964	101-4520-426	SUPPLIES 3X4 ORACAL ON COROPLAST/PARKS	000000	106.36
01-3977	ACE HARDWARE OF LEAD					
		I-047324	101-4520-425	REPAIRS PIPE ADPTR-PLUG-TEE/PARKS	000000	15.09
		I-047372	101-4520-426	SUPPLIES MIRACLE GROW BOOSTER/PARKS	000000	27.32
01-4625	FIB CREDIT CARDS					
		C-071526-2	101-4520-426	SUPPLIES TAX CREDIT - RACHETTO	000000	11.35-
		I-071526	101-4520-426	SUPPLIES YEAR OF SERVICE - RACHETTO	000000	194.31
		I-071526	101-4520-426	SUPPLIES YEAR OF SERVICE - RACHETTO	000000	73.34
		I-071526	101-4520-426	SUPPLIES YEAR OF SERVICE - RACHETTO	000000	40.00
01-5321	THE JUNK DRAWER					
		I-1122	101-4520-426	SUPPLIES (12) DEADWOOD 150 SHIRTS/PARKS	000000	174.00
				DEPARTMENT 520 PARKS	TOTAL:	4,217.10
01-0418	BLACK HILLS PIONEER					
		I-060126	101-4640-423	PUBLISHING NOH P&Z 199 CLIFF ST	000000	25.22
01-4848	ADOBE INC					
		I-260916921	101-4640-426	SUPPLIES ANNUAL PRO 10 LICENSES - P&Z	000000	287.88
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	313.10
				FUND 101 GENERAL FUND	TOTAL:	141,763.85

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0128	SD LIBRARY ASSOCIATION					
		I-300003516	206-4550-422	PROFESSIONAL 2026 MEMBERSHIP - PENK	000000	96.00
01-1562	MIDWEST TAPE, LLC					
		I-509083023	206-4550-434	COLLECTION DE DIGITAL SERVICES - LIBRARY	000000	324.53
01-3887	BLACK HILLS LIBRARY CON					
		I-90726-01	206-4550-429	TECHNOLOGY/HO 2026-2027 KOHA FEE	000000	566.71
		I-90726-01	206-4550-422	PROFESSIONAL 2026-2027 KOHA FEE	000000	2.43
01-4317	VIGILANT BUSINESS SOLUT					
		I-4924	206-4550-422	PROFESSIONAL SCREENING - S DURFEY	000000	56.50
01-4625	FIB CREDIT CARDS					
		I-071526-1	206-4550-424	PROGRAMMING SUPPLIES - LIBRARY	000000	34.53
01-5321	THE JUNK DRAWER					
		I-1124	206-4550-426	SUPPLIES 150TH SHIRTS - LIBRARY	000000	87.00
01-5595	CROSSWHITE, SEQUOIA					
		I-1	206-4550-424	PROGRAMMING PRESENTATION - LIBRARY	000000	100.00
					DEPARTMENT 550 LIBRARY	TOTAL: 1,267.70
					FUND 206 LIBRARY FUND	TOTAL: 1,267.70

07/17/2026 10:22 AM
PACKET: 07557 07/21/26 COMBINED
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL					
		I-15952	209-4510-426	SUPPLIES PARKING CARDS-ACTIVITY PSTR/RE	000000	90.00
01-3060	QUIK SIGNS					
		I-54912	209-4510-426	SUPPLIES GRAPHIC CUT DRY ERASE/REC	000000	127.99
01-3151	KONE CHICAGO					
		I-872067688	209-4510-422	PROFESSIONAL JUNE ELEV MAINT/REC	000000	204.56
01-4625	FIB CREDIT CARDS					
		I-071526	209-4510-426	SUPPLIES REC CONCESS WRESTING	000000	265.99
		I-071526	209-4510-426	SUPPLIES REC CONCESS SWIM MEET	000000	271.70
01-4711	AMAZON CAPITAL SERVICES					
		I-1V6W-TX4D-WKYT	209-4510-426	SUPPLIES (2) PAPER COFFEE CUPS/REC	000000	114.44
01-5321	THE JUNK DRAWER					
		I-1123	209-4510-426	SUPPLIES (11) DEADWOOD 150/REC CENTER	000000	159.50
01-5549	T & W APPLIANCE LLC					
		I-1247	209-4510-425	REPAIRS REPAIR-CLEAN DRYER-WASHER/REC	000000	150.00
			DEPARTMENT 510	REC CENTER	TOTAL:	1,384.18
01-0475	DEADWOOD CHAMBER & VISI					
		I-071426	209-4980-422	PROFESSIONAL 3RD QUARTER	000000	5,606.25
01-0951	DEADWOOD ALIVE					
		I-1008	209-4980-429	OTHER BED & BOOZE 2026	000000	10,000.00
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	15,606.25
			FUND	209 BED & BOOZE FUND	TOTAL:	16,990.43

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 213 BID #1-6

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-071426	213-4630-423	MARKETING BID 1-6 07/14/26	000000	44,785.71
				DEPARTMENT 630 BID	TOTAL:	44,785.71

				FUND 213 BID #1-6	TOTAL:	44,785.71

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 214 BID #7

DEPARTMENT: 630 BID #7

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-071426	214-4630-423	MARKETING BID - KDN	000000	2,638.88
DEPARTMENT 630 BID #7					TOTAL:	2,638.88

FUND 214 BID #7					TOTAL:	2,638.88

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5321	THE JUNK DRAWER					
		I-62226	215-4572-235	VISITOR MGMT STAFF 150TH SHIRTS	000000	87.00
01-5460	K & P WEAVER, LLC					
		I-051926	215-4572-235	VISITOR MGMT BASEBALL UNIFORMS	000000	1,853.41
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	1,940.41
01-2014	TOMS, DON					
		I-070726	215-4573-335	HIST. INTERP. TAX RECORD PROJ	000000	600.00
01-3044	LAWRENCE CO. EQUALIZATI					
		I-7126	215-4573-340	HIST. INTERP. PICTOMETRY 2024 FLIGHT PAY #3	000000	11,276.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1Y4T-DNMP-VV93	215-4573-335	HIST. INTERP. CITY ARCHIVE EXT HARD DRIVE	000000	209.99
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	12,085.99
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/26/26	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST - SENIOR CENTER	000000	22.23
		I-POWER 06/26/26	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-07/01/26 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	22.00
01-0776	ALBERTSON ENGINEERING,					
		I-INV06260249	215-4575-515	GRANT/LOAN RE 21-25 LINCOLN RW	000000	2,561.28
		I-INV06260250	215-4575-515	GRANT/LOAN RE 31 CENTENNIAL RW	000000	1,503.20
		I-INV06260251	215-4575-515	GRANT/LOAN RE 56 LINCOLN RW	000000	1,331.25
		I-INV06260263	215-4575-515	GRANT/LOAN RE 37 JACKSON RW	000000	1,335.25
		I-NIV06260262	215-4575-515	GRANT/LOAN RE 79 STEWART RW	000000	481.25
01-3552	COMPETITIVE MASONRY					
		I-174834	215-4575-525	GRANT/LOAN PA PARTIAL PYMT 85 CHARLES ST	000000	8,500.00
01-4739	WATERS HARDWARE-HP PAIN					
		I-18965 /S	215-4575-525	GRANT/LOAN PA 794 MAIN	000000	62.97
		I-19115 /S	215-4575-525	GRANT/LOAN PA 794 MAIN	000000	108.98
		I-19161 /S	215-4575-525	GRANT/LOAN PA 65 FOREST	000000	43.99
		I-19246 /S	215-4575-525	GRANT/LOAN PA 37 DENVER	000000	48.84
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	16,036.24
01-0412	AMERICAN ENGINEERING TE					
		I-PJI-090515	215-4576-600	PROFES. SERV. FREEMONT ST RETN WALL RECONSTC	000000	5,575.00

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002947	215-4576-600	PROFES. SERV. OFFSITE BKUP WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-INV06260248	215-4576-600	PROFES. SERV. 10 CENTENNIAL & 10 DENVER	000000	931.25
		I-INV06260287	215-4576-600	PROFES. SERV. FREEMONT RW RECONSTR.	000000	3,129.48
01-2394	GUNDERSON, PALMER, NELS					
		I-149123	215-4576-620	PROFES. SERV. LEGAL SERVICES- BOOTHILL	000000	5,332.83
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						15,983.56
01-0407	SHERWIN WILLIAMS CO					
		I-7457-9	215-4577-735	CAPITAL ASSET STAIN-RODEO GRANDSTANDS	000000	1,404.20
		I-77002218160726	215-4577-735	CAPITAL ASSET SHAGBARK STAIN RODEO/HP	000000	444.50
01-0551	MENARD'S					
		I-11229	215-4577-735	CAPITAL ASSET STAIN RODEO GRANDSTANDS	000000	242.85
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-041145	215-4577-735	CAPITAL ASSET RODEO GRANDSTANDS	000000	1,034.88
01-2744	SKYLINE ENGINEERING LLC					
		I-10348	215-4577-735	CAPITAL ASSET BALLFIELD LIGHTING	000000	920.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						4,046.43
01-3137	ALLEN, JESSE					
		I-2026-01	215-4641-422	PROFESSIONAL JAN-JUNE COMMISSIONER PAY	000000	385.00
01-4049	POSEY, BEVERLY					
		I-2026-01	215-4641-422	PROFESSIONAL JAN-JUNE COMMISSIONER PAY	000000	420.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-4924	215-4641-422	PROFESSIONAL SCREENING - S MORRAN	000000	56.50
01-4433	WILLIAMS, DIANA					
		I-2026-01	215-4641-422	PROFESSIONAL JAN-JUNE COMMISSIONER PAY	000000	315.00
01-4625	FIB CREDIT CARDS					
		I-7826	215-4641-427	TRAVEL CULVER'S-CLG CONF.	000000	17.13
		I-7826	215-4641-427	TRAVEL PIZZA RANCH-CLG CONF.	000000	32.35
		I-7826	215-4641-427	TRAVEL CASEY'S-CLG CONFERENCE	000000	87.87
		I-7826	215-4641-427	TRAVEL HOLIDAY INN-CLG CONF.	000000	224.00
		I-7826	215-4641-427	TRAVEL HOLIDAY INN-CLG CONF.	000000	224.00
		I-7826	215-4641-427	TRAVEL CASEY'S-CLG CONFERENCE	000000	43.00

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4848	ADOBE INC					
		I-260916921	215-4641-426	SUPPLIES ANNUAL PRO 10 LICENSES - HP	000000	1,151.52
01-4875	KNIPPER, ANITA					
		I-2026-01	215-4641-422	PROFESSIONAL JAN-JUNE COMMISSIONER PAY	000000	315.00
01-5169	BROWN, MOLLY					
		I-2026-01	215-4641-422	PROFESSIONAL JAN-JUNE COMMISSIONER PAY	000000	350.00
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	3,621.37
				FUND 215 HISTORIC PRESERVATION	TOTAL:	53,714.00

PACKET: 07557 07/21/26 COMBINED
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: 653 REVOLVING LOAN
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0558	NHS OF THE BLACK HILLS					
		I-070226	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	899.73
		I-070826	216-4653-422	PROFESSIONAL SERVICE CONTRACT 06/2026	000000	3,850.00
01-1496	LAWRENCE CO. REGISTER O					
		I-062526	216-4653-960	CLOSING CO CLOSE COST 358 WILLIAMS HECKMA	000000	60.00
		I-070226	216-4653-960	CLOSING CO REC FEE 33 TAYLOR UNDERHILL	000000	30.00
		I-070726	216-4653-960	CLOSING CO REC FEE 62 DENVER WEIHER	000000	30.00
01-5051	SODAK TITLE					
		I-OE-0318-26	216-4653-960	CLOSING CO O&E 56 LINCOLN THOMPSON	000000	150.00
01-5469	BAILEY, ROBERT					
		I-063026	216-4653-962-04	SIDING GRANT 51 HIGHLAND BAILEY	000000	553.72
		I-063026	216-4653-962-03	WINDOWS GRANT 51 HIGHLAND BAILEY	000000	141.71
DEPARTMENT 653 REVOLVING LOAN						TOTAL: 5,715.16

FUND 216 REVOLVING LOAN						TOTAL: 5,715.16

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0407	SHERWIN WILLIAMS CO					
		I-04260219060726	602-4330-426	SUPPLIES BAKED COOK-RED BITTER PAINT/WT	000000	527.00
		I-04641219060726	602-4330-425	REPAIRS DRAIN VALVE /WATER	000000	262.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/26/26	602-4330-428	UTILITIES 101 PALISADES STO WATER BOOS	000000	15.00
		I-POWER 06/26/26	602-4330-428	UTILITIES 102 WATER TANK LN	000000	17.08
		I-POWER 06/26/26	602-4330-428	UTILITIES PUMP 119 DENVER AVE	000000	972.50
		I-POWER 06/26/26	602-4330-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	89.98
		I-POWER 06/26/26	602-4330-428	UTILITIES PRV 180 CLIFF ST	000000	40.51
		I-POWER 06/26/26	602-4330-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	105.31
		I-POWER 06/26/26	602-4330-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	102.23
		I-POWER 06/26/26	602-4330-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	190.68
		I-POWER 06/26/26	602-4330-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	86.96
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002947	602-4330-422	PROFESSIONAL 2 WKSTNS - WATER	000000	16.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-07/01/26 EQR	602-4330-422	PROFESSIONAL JULY EQR/WATER	000000	29,145.00
01-0561	SOUTH DAKOTA 811					
		I-SD26-01800	602-4330-422	PROFESSIONAL LOCATE MSG-FAX APRRIL-JUNE/WTR	000000	45.92
01-0684	NORTHWEST PIPE FITTINGS					
		I-1651742	602-4330-425	REPAIRS 6' CURB BOX TAPT 1 1/2-2"/WTR	000000	133.24
01-1653	AUTO VALUE CENTRAL CITY					
		I-832071394	602-4330-426	SUPPLIES WIPER SWITCH F 350/WATER	000000	68.99
		I-832072148	602-4330-426	SUPPLIES SPINNER HAND-BIT SOCK-ADAPT/WT	000000	14.97
01-1827	MS MAIL					
		I-15938	602-4330-426	SUPPLIES UTILITY BILLING - JUNE	000000	530.52
01-3314	CENTURY BUSINESS PRODUC					
		I-863868	602-4330-422	PROFESSIONAL CONTRACT RATE+COPIES/WATER	000000	46.76
01-3736	METERING & TECHNOLOGY S					
		I-INV10866	602-4330-426	SUPPLIES METER GASKETS-CONN COVER/WTR	000000	136.28
01-4711	AMAZON CAPITAL SERVICES					
		C-1631-XKVT-CNQF	602-4330-426	SUPPLIES CREDIT - TONER - WATER	000000	283.40-
		I-1467-KCMX-91HV	602-4330-426	SUPPLIES SUPPLIES - WATER	000000	283.40
		I-1N3P-DWPG-GYWX	602-4330-426	SUPPLIES OFFICE SUPPLIES - WATER	000000	159.96
01-4848	ADOBE INC					
		I-260916921	602-4330-426	SUPPLIES ANNUAL PRO 10 LICENSES - WATER	000000	287.88
01-5074	DAKOTA PUMP INC					

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-5074	DAKOTA PUMP INC		continued			
		I-13499	602-4330-422	PROFESSIONAL E MAIN PRV - COMMS TS/WATER	000000	3,295.73
		I-13580	602-4330-422	PROFESSIONAL PLUM TANK-TRANSDUCER TS/WATER	000000	1,666.33
01-5457	UNDERGROUND CONSTRUCTIO					
		I-PAYAPP #9 07/10/26	602-4330-437	CAPITAL OUTLA HWY 85 DRINK WATER EXPAN PROJ	000000	330,473.54
				DEPARTMENT 330 WATER	TOTAL:	368,430.37

				FUND 602 WATER FUND	TOTAL:	368,430.37

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HISTORY, INC.					
		I-32931	607-4580-426	SUPPLIES COOP AD JUL-AUG HIST CEMET/MM	000000	298.33
		I-32934	607-4580-426	SUPPLIES TRUE WEST COOP SEPT-OCT/MM	000000	475.00
		I-32941	607-4580-426	SUPPLIES COOP AD 1/2 PG 605 MAG JUNE/MM	000000	220.00
01-5321	THE JUNK DRAWER					
		I-1122	607-4580-426	SUPPLIES (5) DEADWOOD 150 SHIRTS/MM	000000	72.50
01-5563	FULLER CONSTRUCTION COM					
		I-PAYAPP #3 07/06/26	607-4580-425	REPAIRS 2026 MT MORIAH CEMETERY IMPROV	000000	34,033.55
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	35,099.38
				FUND 607 HISTORIC CEMETERIES	TOTAL:	35,099.38

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	AUTO VALUE CENTRAL CITY					
		I-832072661	610-4360-426	SUPPLIES LICENSE BRKT FRT/P&T	000000	34.95
01-4766	IPS GROUP INC					
		I-INV127152	610-4360-422	PROFESSIONAL JUNE PEMS-PTMS FEES/P&T	000000	3,915.44
		I-INV127507	610-4360-422-02	PROFESSIONAL JUNE CC TRANS-GATEWAY FEES/P&T	000000	4,189.53
01-4848	ADOBE INC					
		I-260916921	610-4360-426	SUPPLIES ANNUAL PRO 10 LICENSESPARKING	000000	287.88
01-5321	THE JUNK DRAWER					
		I-1129	610-4360-426	SUPPLIES 150 CELEBRATION TEES/P&T	000000	30.80
01-5594	PORTABLE COMPUTER SYSTE					
		I-INV754141	610-4360-433	IMPROVEMENTS CAMERA LIC PLT READ SYSTEM/RAM	000000	13,592.88
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	22,051.48
01-0186	ALPINE IMPRESSIONS					
		I-760053	610-4361-426	SUPPLIES YEAR OF SERV AWARD - TROLLEY	000000	18.00
01-0515	ROCKINGTREE LANDSCAPES					
		I-372566	610-4361-426	SUPPLIES FLORAL ARR FUNERAL/TROLLEY	000000	140.00
01-1354	INLAND TRUCK PARTS & SE					
		I-IN-2016375	610-4361-425	REPAIRS TROLLEY REPAIRS/TROLLEY	000000	1,260.16
01-1424	SOUTHSIDE SERVICE					
		I-0063282	610-4361-425	REPAIRS TIRE REPAIR - TROLLEY	000000	40.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832071044	610-4361-426	SUPPLIES (2) PM POWER STEERING/TROLLEY	000000	8.98
		I-832071127	610-4361-425	REPAIRS SPRK PLUG-WIRE SETS-START/TROL	000000	1,487.13
		I-832071382	610-4361-426	SUPPLIES DEEP CREEP/TROLLEY	000000	9.99
		I-832071463	610-4361-425	REPAIRS LINK-TAPER CUP-BEARING/TROLL	000000	492.18
		I-832072069	610-4361-426	SUPPLIES (2) LU9Z-5484-A SWAY BAR/TROLL	000000	69.90
01-3346	MONUMENT HEALTH					
		I-700000832062026	610-4361-422	PROFESSIONAL REIMBS - CDL FISCHER	000000	100.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-4924	610-4361-422	PROFESSIONAL SCREENING - D MATTHIAS	000000	89.00
01-4625	FIB CREDIT CARDS					
		I-071526	610-4361-426	SUPPLIES YEAR OF SERVICE - RILEY	000000	81.54
01-4857	VERIZON CONNECT					
		I-310000081247	610-4361-422	PROFESSIONAL JUNE VIDEO-TRACKING/TROLLEY	000000	219.75
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	4,016.00

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3151	KONE CHICAGO					
		I-872067688	610-4362-422	PROFESSIONAL JUNE ELEV MAINT/RAMP	000000	204.55
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	204.55

				FUND 610 PARKING/TRANSPORTATION	TOTAL:	26,272.66

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2444	NAJA SHRINERS					
		I-071426-3	720-4000-429	OTHER DEPOSIT REFUND - CIRCUS	000000	1,100.00
01-4015	LIBBY PRODUCTIONS, LLC					
		I-071426-2	720-4000-429	OTHER DEPOSIT REFUND - PBR	000000	2,550.00
01-4348	WEM, INC					
		I-071426-5	720-4000-429	OTHER DEPOSIT REFUND - WEM	000000	1,000.00
01-4943	WESTERN LEGACY FOUNDATI					
		I-071426-4	720-4000-429	OTHER DEPOSIT REFUND - BWTB	000000	2,350.00
01-5592	ROCKY MOUNTAIN ELK FOUN					
		I-071426-1	720-4000-429	OTHER DEPOSIT REFUND - RM ELK FOUND	000000	2,350.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						9,350.00
FUND 720 DEPOSITS HELD TOTAL:						9,350.00

PACKET: 07557 07/21/26 COMBINED

VENDOR SET: 01

FUND : 723 NICKEL CITY SLOT PAYMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-071426	723-4000-429	OTHER CITY SLOTS - PYMT 1, YR 3	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:	738,414.50



SENIOR PARKS TECHNICIAN EMPLOYEE POSITION DESCRIPTION

GENERAL PURPOSE

Employee is responsible for general upkeep, daily maintenance, repairs, and preventative measure activities of the city parks, public buildings, cemeteries, playgrounds, athletic fields, and the rodeo grounds.

SUPERVISION RECEIVED

Works under the general supervision of the Parks, Recreation, and Events Director and under direct supervision of the Parks Superintendent.

SUPERVISION EXERCISED

In the absence of the Parks Superintendent and/or the Parks, Recreation, and Events Director, this position may be designated to provide supervisory oversight as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- May operate Parks equipment such as front-end loader; dump trucks, sanders, water tanker, and other equipment available to the city in all three divisions of Public Works. (Pending Proper Driver's License)
- May coordinate the trimming and weeding of all lawns, shrubs, trees, and landscape areas on City properties including weed spraying throughout Deadwood as a certified South Dakota commercial applicator.
- May coordinate planning, watering, and proper care and maintenance of all flowers and landscaping under the supervision of the City of Deadwood.
- May coordinate and perform rehabilitation and maintenance projects in the Deadwood Event Complex as well as coordinate the set-up and tear down of special events at the Deadwood Event Complex.
- Observes safe work practices while operating equipment and during daily activities.
- Observes good public relations when dealing with the public.
- Conducts other duties as needed or assigned by the Street, Parks, or Water Superintendent or other supervisory personnel.
- Cooperates with other City departments and assists as needed.

DESIRED MINIMUM QUALIFICATION

EDUCATION AND EXPERIENCE

Must possess a high school diploma or GED equivalent. Related experience or training preferred.

Experience in timber and wood construction and woodworking desired.

Experience in horticulture, as an arborist; weed spraying, and landscaping desired.

Experience in operating construction equipment desired.

Class B Commercial Driver's License desired.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Operation of motor vehicle, power tools, hand tools, and various equipment to perform the daily tasks of the job.
- Must be a dependable worker and able to follow instructions from supervisors.
- Must have good communication skills when dealing with the public and co-workers.

SPECIAL REQUIREMENTS

Must have a valid South Dakota driver's license. Must possess a valid South Dakota Commercial Applicators Certification for Weed Spraying within one year of employment with the city of Deadwood.

TOOLS AND EQUIPMENT USED

- Push and riding lawn mowers, weed-eater, hedge trimmers, etc.
- Power tools, vehicles, UTVs, and RTVs

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to walk on different types of terrain and in all types of weather. Must be able to stand for long periods of time in inclement weather.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job

include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



June 30, 2026

City of Deadwood
c/o Jessica McKeown
108 Sherman Street
Deadwood, SD 57732

RE: Infrastructure Disaster Recovery Program
Disaster Advance Repayment City of Deadwood, Lawrence County

Please find enclosed a check for \$7,457,962.29 that covers your federal and state share of your FEMA approved 2019 Disaster Project. You were set up on a repayment schedule for the local portion of your draw, but now that FEMA has funded your project your disaster advance is due for full repayment.

As per Section II. D-F of the 2019 Infrastructure Disaster Recovery Program Agreement, this is your billing notice for repayment of your remaining advance and interest, on the local share, from the state in the total amount of \$6,616,611.72. You have 30 days to remit payment on this amount to avoid further interest being calculated. Any amount that you do not pay back within 30 days will be set up on a new repayment plan. The state would anticipate you would remit back the full balance at this time.

\$5,681,250.00 - Federal Share of Advance
\$ 932,245.72 - Local Share of Advance
\$ 3,116.00 - Interest Local Share of Advance
\$6,616,611.72 - Total Owed on Advance

Please make payment to: SD Department of Public Safety
Attn: Angie Lemieux
118 W. Capitol Avenue
Pierre, SD 57501

If you have any questions or concerns, please contact me at (605)773-2384 or email me at Angela.Lemieux@state.sd.us.

Sincerely,

Angie Lemieux
Director of Administrative Services

Enclosure: check, funds drawn report

8 WEST CAPITOL AVENUE • PIERRE, SOUTH DAKOTA 57501

P: 605.773.3178

F: 605.773.3018

W: DPS.SD.GOV

E: DPSINFO@STATE.SD.US

City of Deadwood - Lawrence County
Infrastructure Disaster Recovery Program

6,817,500.00

Section 6 Item g.

Document	Date	Amount
IDRP #1	05/23/2024	\$ 5,828,236.35
IDRP #2	07/11/2024	\$ 492,989.48
IDRP #3	09/25/2024	\$ 469,174.86
Total Paid To Date:		<u><u>\$ 6,790,400.69</u></u>

Amount left to draw down:	<u><u>\$ 27,099.31</u></u>
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Payback	Date Rcd	Principal	Interest	Total
#1 C1460541	10/28/2025	88,590.54	9,845.61	98,436.15
#2 C1461377	04/25/2026	88,314.43	10,121.72	98,436.15
				-
				-
				-
				-
				-
Total Repaid To Date:		<u><u>\$ 176,904.97</u></u>	<u><u>\$ 19,967.33</u></u>	<u><u>\$ 196,872.30</u></u>

Amount Due	<u><u>\$ 6,613,495.72</u></u>
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City of Deadwood
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



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

MEMORANDUM

Date: July 13, 2026
To: Deadwood City Commission
From: Justin Lux
Re: Resolution 2026-20 Authorizing the installation of a yield sign on Lee Street at its intersection with Sherman Street.

On July 9, 2026 the Parking and Transportation Committee considered the addition of a yield sign on Lee Street at its intersection with Sherman Street. There currently is no traffic control device and traffic is expected to yield to northbound vehicles on Sherman Street. There is no compliant southbound traffic on Sherman Street at that intersection but it is important merging drivers slow down and look both ways. A stop sign was discussed but it was determined that may back traffic up on Lee Street, which is only a short distance from Pioneer Way. Most vehicles entering Sherman Street from Lee Street are making a right-hand, southbound turn onto Sherman Street which does not require a complete stop.

The addition of this sign is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). South Dakota Codified Law 32-29-2 authorizes municipalities to erect signs such as this, and City of Deadwood Code of Ordinance 10.04.020(G) provides the Deadwood City Commission, by Resolution, may place and regulate traffic signs.

The Parking and Transportation Committee recommends adding the above discussed yield sign.

RECOMMENDED MOTION:

Approve Resolution No. 2026 Authorizing the installation of a yield sign on Lee Street at its intersection with Sherman Street.

Thank you for your consideration regarding this matter.

RESOLUTION NO. 2026-20

**AUTHORIZING THE INSTALLATION OF A YIELD SIGN ON LEE STREET AT ITS
INTERSECTION WITH SHERMAN STREET**

WHEREAS, the City of Deadwood is authorized to regulate traffic upon streets and highways within its jurisdiction and to designate preferential rights-of-way by the erection of stop or yield signs pursuant to SDCL 32-29-2; and

WHEREAS, Deadwood Ordinance 10.04.020(G) provides municipal authority for the placement and regulation of official traffic control devices, including traffic signs, within the City; and

WHEREAS, the City Commission finds that the placement of a yield sign on Lee Street at its intersection with Sherman Street is appropriate to promote orderly traffic movement, designate the applicable right-of-way, and enhance public safety at the intersection; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Deadwood, South Dakota, that a yield sign is hereby authorized to be installed on Lee Street at its intersection with Sherman Street, so as to require traffic on Lee Street approaching Sherman Street to yield in accordance with applicable law.

BE IT FURTHER RESOLVED that the appropriate City officials and staff are authorized and directed to install, maintain, and enforce the yield sign and any related official traffic control markings or devices consistent with SDCL 32-29-2, Deadwood Ordinance 10.04.020(g), and all other applicable laws and standards.

BE IT FURTHER RESOLVED that the yield sign shall be placed so as to be visible to approaching motorists, including at night by illumination or headlight visibility, as required by SDCL 32-29-2.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon passage and approval by the City Commission of the City of Deadwood.

Dated this 20th day of July, 2026.

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

MUTCD YIELD SIGNS

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

- A. When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner.
- B. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- C. The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- D. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.

Section 2B.10 YIELD Sign Placement

Standard:

The YIELD sign shall be installed on the right side of the approach to which it applies. YIELD signs shall be placed on both the left and right sides of approaches to roundabout intersections with more than one lane on the signed approach where raised splitter islands are available on the left side of the approach. When the YIELD sign is installed at this required location and the sign visibility is restricted, a Yield Ahead sign (see [Section 2C.29](#)) shall be installed in advance of the YIELD sign.

The YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

MUTCD YIELD SIGNS

YIELD signs and STOP signs shall not be mounted on the same post.

South Dakota Codified Law

32-29-2. Stop and yield signs to designate through highways--Visibility at night.

The Department of Transportation with reference to state highways and local authorities with reference to highways under their jurisdiction may designate main traveled or through highways by erecting at the entrances thereto from intersecting highways stop or yield signs. All such signs shall be illuminated at night or so placed as to be illuminated by headlights of an approaching vehicle.

Source: SDC 1939, § 44.0321; SL 1957, ch 220; SL 1961, ch 225, § 1; SL 1965, ch 194; SL 1970, ch 175, § 24; SL 1980, ch 211, § 9.

City of Deadwood Code of Ordinance

10.04.020 Adoption Of Traffic Regulations

The commissioners have the power by resolution to make traffic regulations as follows:

1. To designate crosswalks, establish safety zones and mark traffic lanes by appropriate lines, devices or marks on or along the street or curbing;
2. To prohibit turns and to place markers indicating method of turns;
3. To designate public carrier stands by appropriate signs;
4. To institute parking limitations and to effect such limitations;
5. To place stop signs at intersections where required for proper traffic control;
6. To designate areas within the city limits wherein diagonal parking is necessary; otherwise, parallel parking is the only type of parking allowed within the city limits;
7. To designate and mark certain streets or parts thereof as through streets, after which no vehicle shall enter such street without first coming to a complete stop nor enter such street until it has a clear right-of-way;
8. To designate truck routes and to set weight limits for vehicles using city streets;
9. To regulate the use of snowmobiles on the public ways within the city including the power to designate routes, prohibit the use of certain rights of way or portions thereof and to set speed limits.

(Ord. 935, 1998; prior code § 30-200)



BILL OF SALE

City of Deadwood, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, for One Dollar (\$1.00) and other good and valuable consideration, convey, assign, transfer and release to **Richard A. Oleson and Marguerite E. Olesen**, of 624 Main Street, Deadwood, South Dakota 57732; all of its interest to have and to hold in the Wild Bill Bar sign currently located at 624 Main Street, Deadwood, SD 57732 referenced in Exhibit A of the attached Deed of Conservation Easement.

Richard A. Oleson and Marguerite E. Oleson upon receipt and acceptance of this Bill of Sale, acknowledges that it has had an opportunity to inspect and has inspected the above conveyed property and accepts said property in its present condition and hereafter assumes all responsibility for repair, replacement and maintenance. The parties hereto further acknowledge this transfer of property shall become effective on a mutually agreeable date after no later than _____.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2026.

[signatures and acknowledgments on following pages]

Richard A. Oleson

Marguerite E. Olesen

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared Richard A. Oleson and Marguerite E. Olesen, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this _____ day of _____, 2026.

CITY OF DEADWOOD

By: _____
Alea Struble, Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Prepared by:
 Deadwood Historic Preservation Commission
 City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732
 (605) 578-2082
 (605) 578-2084 Fax

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20__, between Marquerite E. Olesen and Richard A. Olesen, 624 Main Street, Deadwood, South Dakota, 57732, hereinafter referred to as the “Grantor”, and the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732, a South Dakota municipal government, hereafter referred to as the “Grantee”.

WHEREAS:

- A. Grantor has fulfilled the requirements of the lease agreement and the ownership shall be transferred to the Grantor for the Wild Bill Bar Sign (the “Property”) located on the front of the structure at 624 Main Street, Deadwood, South Dakota, more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference;
- B. The Property possess culturally, historically, and architecturally values (collectively the “Conservation Values”) of great importance to Grantor, the people of the City of Deadwood and the people of the State of South Dakota; the preservation of which will provide a significant public benefit.
- C. Maintaining the Property’s historic and architectural characteristics, and, in particular, maintaining the Property free from new structures, alteration or changes that would encroach upon, damage or destroy the Property are critical to the protection of this property. The conservation of the Property, subject to the terms of this easement, will yield significant benefits to the public by protecting the Property;
- D. The parties have mutual desires and goals towards the long-term preservation of Deadwood’s National Historic Landmark district, the State and National Register districts, and the local historic district;
- E. The parties desire to conserve the Property by entering into this Conservation Easement pursuant to SDCL 1-19B-56 to 1-19B-60 of the State of South Dakota and Section 170(h) of the Internal Revenue Code; and
- F. Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein the parties agree as follows:

1. **General Provisions.**

- 1.1 **Grantee's Representation.** Grantee represents and warrants that it is a governmental body empowered to hold an interest in real property under the laws of this state.
- 1.2 **Grant of Conservation Easement.** Grantor voluntarily grants and conveys to Grantee in consideration of the completion of the Lease Agreement and Grantee voluntarily accepts, this Conservation Easement to run with the land in perpetuity under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, commencing on the date when it is filed with the Lawrence County Register of Deeds.
- 1.3 **Purpose.** The purpose of this Conservation Easement is to conserve and protect the Property's historic and architectural characteristics as part of National Historic Landmark district, the State and National Register districts, and the local historic district; maintain the Property as referenced in the recitals above, while providing for its compatible use, including further development consistent with the character of the historic districts.
- 1.4 **Implementation.** This Conservation Easement shall be implemented by maintaining and preserving the Property in accordance with the provisions herein.

2. **Definitions.**

- 2.1 **Baseline Documentation Report.** The document entitled "Baseline Documentation Report", incorporated by this reference, that the Grantor and Grantee mutually agree, as depicted by photographs, maps, and supporting text, describes the general condition of the Property, including Structures and Improvements, and driveways, as located on the Property as of the date of this Conservation Easement.
 - 2.2 **Foot Print of Structures.** The Foot Print of a structure shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground, and does not apply to unenclosed decks, patios or porches.
 - 2.3 **Grantee.** The term "Grantee" includes the original Grantee and its successor and assigns.
 - 2.4 **Grantor.** The term "Grantor" includes the original Grantor his or her heirs, successors and assigns, and all future owners of all or any portion of the Property.
3. **Reserved Rights of Grantor.** Grantor reserves for himself and his successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Property, except as otherwise provided for in Sections 5.2 and 6.2 of this Conservation Easement.

4. Restrictions Applicable to the Property. The following restrictions apply to the Property.

4.0 Use. The Property may be used for residential, educational, or commercial purposes except as permitted herein so long as they are not inconsistent with the terms and purposes of this Conservation Easement. Industrial uses are not permitted.

4.3 Permitted Structures and Improvements. No permanent or temporary structures or other improvements shall hereafter be placed or maintained on the Property, except as specifically provided for below, with prior notice and approval pursuant to Section 5.2.

- a. **Existing Structures and Improvements.** The existing structures and improvements on the Property, including, without limitation, the existing building, and accessory structures, retaining walls, fences, and access are permitted. The existing structures and improvements shall maintain the Property in a good and sound state of repair and to maintain the subject Property, including the other structures or features of the site, according to the Standards and to Deadwood Municipal Code 17.68.090 and 17.68.100, so as to prevent deterioration and preserve the architectural and historical integrity of the Property. All such activities shall be consistent with the restrictions set forth in this Conservation Easement. All existing structures and their accessory structures are documented in the Baseline Documentation Report.
- b. **Accessory Structures and Improvements.** Accessory Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts and are approved by the Grantee and the appropriate divisions of state and local government.
- c. **Incidental Landscape and Garden Structures and Improvements.** Incidental Landscape and Garden Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts.
- d. **Improvements.** Improvements as reasonably necessary to serve the permitted Structures may be located and maintained on the Property. Grantee shall give such permission only if Grantee finds that such use of improvement on the Property is consistent with the conservation purposes of this Conservation Easement and that such does not encroach upon, damage or destroy the Property or have an adverse effect on the historic districts in which the property is located.

5. Additional Covenants and Provisions.

- 5.1 **Existing Conditions and Baseline Documentation Report.** By its execution of this Conservation Easement, Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report describing such condition at the date hereof, has been prepared and subscribed by both parties, is incorporated herein by this reference, and a copy thereof has been delivered to Grantor and an original copy will be kept on file with the Grantee.

5.2 Required Notice. Grantor agrees to give Grantee written notice before exercising any reserved right as delineated in this Conservation Easement as follows.

- a. Restrictions on activities that would affect historically significant components of the Property. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant features identified in Exhibit C; exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- b. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity, defined as any activity extending deeper than twelve (12) inches, shall be undertaken or permitted to be undertaken on the Property which would affect historically significant archeological resources identified in Exhibit C without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's *"Standards for Archeology and Historic Preservation."*
- c. Construction Notice. In order to facilitate the monitoring of this Conservation Easement, to ensure continuing communication, and to determine that new or modified permitted Structures conform to the terms of this Conservation Easement, Grantor shall submit to Grantee sufficient written information. Such information shall allow Grantee to confirm that the Structures proposed for construction: (1) conform to the use or uses permitted within that area, as marked on Exhibit B; (2) confirm the proposed undertaking does not encroach upon, damage or destroy a historic resource; and (3) do not violate any of the terms or conditions of this Easement. Said information shall include the proposed undertaking for the Property.
- d. Approval. Pursuant to actions or activities requiring approvals in this Conservation Easement, Grantor shall submit to Grantee sufficient written information to allow for a determination by Grantee that such action or activity is in compliance with the purposes, terms and intent of this Conservation Easement. Grantee shall have forty-five (45) days from the receipt of the information, and an additional ten (10) days as provided in the following paragraph (or such longer period as the parties may agree to in writing) within which to review such materials and grant or deny approval.

Notice shall be pursuant to Section 5.3 herein. Grantee may review the proposed site to confirm that the proposed action or activity is in compliance with this Conservation Easement, and shall notify Grantor as to whether or not the proposal is in compliance with the terms of this Conservation Easement, not more than forty-five (45) days from receipt of the notice. If Grantee fails to respond within forty-five (45) days, Grantor will further contact Grantee to confirm that Grantee received the first notice, and if after ten (10) days Grantee does not respond, the proposals shall be deemed approved. In approving such proposals, Grantee may attach such conditions as it

reasonably deems necessary to comply with the purposes, terms and intent of this Conservation Easement

- 5.3 Notice and Approval Requests, Responses, in Writing. Any written notice or approval request required or desired to be given under this Conservation Easement by Grantor, and any subsequent response from Grantee, shall be in writing and shall be deemed given when received, or three (3) days after mailing by certified mail, or by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above, (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by giving notice pursuant to this paragraph.
- 5.4 Enforcement. The Grantee shall have the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of this Conservation Easement against any or all of the owners of the Property or any part thereof. If the Grantee, upon inspection of the property, finds what appears to be a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. The Grantee may exercise its discretion to seek injunctive relief in a court having jurisdiction.

Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation. If the violation continues for more than thirty (30) days after notice specifying such violation is given (or in the case of a violation which cannot with reasonable diligence be remedied within a period of thirty (30) days but which the party in violation has commenced to remedy with all reasonable diligence within such 30-day period, then for such longer period as may be necessary to remedy the same with all reasonable diligence), Grantee may take any formal action, including, but not limited to, legal action.

At any time, if Grantee determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may seek immediate injunctive relief and may pursue all its available legal remedies. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the Deadwood Historic Preservation Commission and to the Existing Conditions and Baseline Documentation prior to the violation.

Grantee's remedies described in this Conservation Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such remedies include the right to recover any damages for violation of the terms of this Conservation Easement or injury to the conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic or ecological

values and to require restoration of the Property to the condition that existed prior to any such injury.

The current Grantor (owner) shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

Should Grantor prevail in a judicial enforcement action, each party shall bear its own costs. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

5.5 Casualty damage or destruction. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the property has been so damaged that it is incapable of repair, the Grantee will notify the Grantor in writing if the damage or destruction is caused by the gross negligence or the intentional acts of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the grant funds applied to the property which will then be returned to the Deadwood Historic Preservation Commission.

5.6 Amendments. This Conservation Easement may be amended only upon the written consent of Grantee and the then current Grantor (owner) of the Property for that portion of the Property for which an amendment to this Conservation Easement is sought. Grantee, on a case-by-case basis, may agree to amend individual provisions of the Conservation Easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. No amendment may be granted unless the Grantee determines that such amendment will not adversely affect the architectural and historic character of the Property and other protective goals of this Conservation Easement and is otherwise consistent with the overall purposes of this Easement.

Any amendment of this Easement shall be at the discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and shall comply with South Dakota Codified Law and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with South Dakota Codified Law or Section 170(h) shall be void and of no force or effect.

Grantor requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable attorneys' fees, incurred in preparing and executing the amendment. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Lawrence County Register of Deeds.

- 5.7 Notices of Property Conveyance, Lease or Transfer. Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Deadwood Historic Preservation Commission, by instrument dated _____, 20____, and recorded in the Office of the Register of Deeds for Lawrence County, South Dakota," The failure to include such language in any deed or instrument shall not affect the validity of this Conservation Easement or its applicability to such property.
- 5.8 Taxes and Assessments. Grantor shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. The payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two percentage points over the prime rate of interest from time to time charged by First National Bank, N.A. or its corporate successor.
- 5.9 Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.
- 5.10 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of his or her ownership or conduct.
- 5.11 Indemnification. Grantee has no obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have,

independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property. Except in the last-described instance, Grantor agrees to indemnify and hold Grantee and its trustees/directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (1) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (2) tax benefits or consequences of any kind which result or do not result from entering into this Conservation Easement.

Grantor hereby releases, waives any rights, and covenants not to sue Grantee with respect to any Losses identified in this Section 5.11. Grantor's obligations to hold harmless, indemnify and defend Grantee as specified in this Conservation Easement shall survive indefinitely and shall not be abrogated if Grantee transfers this Conservation Easement to another party. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

5.12 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under South Dakota Codified Law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Conservation Easement shall be deemed a transfer of a qualified real property interest for conservation purposes as defined by Section 170(h) of the Internal Revenue Code.

5.13 Local, State and Federal Laws in Effect. The Property remains subject to all applicable local, state and federal laws and regulations.

6. Qualified Conservation Contribution Covenants.

6.1. Assignment and Continuity. Grantee agrees that it will assign or transfer this Conservation Easement only to an assignee that (a) is a Qualified Organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. No assignment shall be made which adversely affects the status of the transactions herein contemplated under Section 170(h) of the Internal Revenue Code. Any assignee must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee that encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, it will assign this Conservation Easement to a Qualified Organization. If it fails to do so, a court with jurisdiction may transfer this

easement to another qualified organization having similar purposes that agrees to assume the responsibility.

- 6.2 Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property in order to ascertain whether the provisions of this easement agreement are being observed. Notice of such inspections shall be delivered to the Grantor, her designee(s) or agent(s) at least twenty-four (24) hours prior to such inspection. The inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the State of South Dakota or at a date and time agreeable to the Grantee and Grantor.

Grantee or its designees shall also have the right to inspect the Property at any time, without prior notice, if Grantee has cause to believe the provisions of the Conservation Easement have been, or are being, violated.

- 6.3 Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, and Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. If any provision of this Conservation Easement is deemed contrary to the provisions of Section 170(h) of the Internal Revenue Code, such provisions shall be modified or excluded to the extent necessary to cause the interest hereby granted to be so qualified.

- 6.4 Perpetuation of Easement. The fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses permitted by the terms of the Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Conservation Easement, has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor, his or her successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

- 6.5 Effective date. This Conservation Easement shall become effective when the Grantee files it in the Office of the Register of Deeds for Lawrence County, South Dakota, with a copy of the recorded instrument provided to the Grantee for its conservation easement file.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the date or dates set forth below their respective names.

GRANTOR: _____
Marguerite E. Olesen

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

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Marguerite E. Olesen known to me as the person who executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

GRANTOR: _____
Richard A. Olesen

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

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Richard A. Olesen known to me as the person who executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

GRANTEE:

City of Deadwood

By: _____ Date: _____

Its: Alea Struble, Mayor

On this _____ day of _____, in the year 2026, before me personally appeared Alea Struble, Mayor, City of Deadwood to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer

EXHIBIT A

DESCRIPTION OF PROPERTY

(legal description for the location of the conservation easement)

624 Main Street

Lot 6, Block 15, located in the Original Town of Deadwood, City of Deadwood, Lawrence County, South Dakota according to P.L. Rogers Map

EXHIBIT B
CONSERVATION EASEMENT MAP
624 MAIN STREET



EXHIBIT C
BASELINE DOCUMENTATION REPORT
624 Main Street

The Historic Fluorescent Wild Bill Bar Sign as shown on the structure located at 624 Main Street, Deadwood, South Dakota.

The photos listed below in this exhibit represent the current condition of the sign at the time of acceptance of the Conservation Easement for the Wild Bill Bar Sign.

Additional digital photos are available at the City of Deadwood, Historic Preservation Office, 108 Sherman St., Deadwood, SD 57732.



624 Main Street Conservation Easement
Exhibit C – Baseline Documentation
July 7, 2026



624 Main Street Conservation Easement
Exhibit C – Baseline Documentation
July 7, 2026



624 Main Street Conservation Easement
Exhibit C – Baseline Documentation
July 7, 2026



624 Main Street Conservation Easement
Exhibit C – Baseline Documentation
July 7, 2026



City of Deadwood, SD
Parks, Recreation And
Events
108 Sherman Street
Deadwood, SD 57732



Jeremy Russell
Director
Recreation & Aquatics Center
Telephone (605) 578-3729
jeramy@cityofdeadwood.com

MEMORANDUM

Date: July 9th, 2026
To: Deadwood City Commission
From: Jeremy Russell – Recreation & Aquatic Center Manager
Re: Equipment Purchase

The Deadwood Recreation and Aquatic Center are requesting approval to purchase two new pieces of equipment from The Abs Company.

Glute Lift Pro – This is a hip thrust machine that has been high on the want list from our members.

The Froggy - This machine is designed to isolate and strengthen your glutes, hamstrings, and lower back through a natural frog lift motion. It's extremely popular across the US and is currently sold out. We have been on a waiting list for this machine, and we have been notified that it will be available this month.

Both items come with a standard 1-year manufactures warranty along with the following:

Glute Lift Pro - Frame - 3 years/ All other parts - 1 year / Padding - 90 days

The Froggy - Frame - 3 years / Padding - 90 days

We are requesting approval to purchase these items totaling \$4852.32. This request is a 2026 budgeted item and will be funded through the Deadwood Recreation and Aquatic Center Machinery/Equipment line item.

Thank you for your continued support and consideration of this request.



We Change Lives from the Core®

Deadwood Recreation and Aquatic Center. - Froggy & Glute Lift Pro™

Deadwood Recreation and Aquatic Center.

Jeremy Russell

jeramy@cityofdeadwood.com

+16055783729

Reference: 20260707-085211924

Quote created: July 7, 2026

Quote expires: August 6, 2026

Quote created by: Sean Kirby

Vice President of Sales

skirby@theabscompany.com

+17205305866

Comments from Sean Kirby

Net 30

1 Froggy

1 Glute Lift Pro

Shipping to:

Deadwood Recreation & Aquatic Center

105 Sherman St

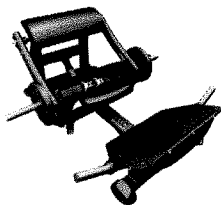
Deadwood, SD 57732

Freight Only

Lift Gate Needed

Products & Services

Image	SKU	Item Name	Quantity	Unit Price	Total
	ABS1027B	The Froggy™	1	\$2,811.00	\$2,473.68 after 12% discount

Image	SKU	Item Name	Quantity	Unit Price	Total				
	ABS1018-00	Glute Lift™ Pro	1	\$2,703.00	\$2,378.64				
					after 12% discount				
One-time subtotal					\$4,852.32				
					after 12% discount				
Total					\$4,852.32				
Total contract value					\$4,852.32				

Purchase terms

Unless otherwise stated below, this order includes Inside Delivery and Lift Gate. For additional services such as installation, please speak to your Sales Rep for a quote. Additional services requested at time of delivery will result in additional charges to the receiver. All Freight quotes are ESTIMATES and any additional charges incurred will be charged to the customer. Quotes are valid for 30 days.

If you are unhappy for any reason with an item purchased from The Abs Company you can return it within 30 days of delivery. The item must be in its original packaging and must be in salable condition. Customer is responsible for return shipping. You will be issued a refund via check or original payment method within 30 days of your return. The refund amount will be the original amount you paid minus our shipping costs.

If Installation is included on this quote, cancellations or postponements must be submitted in writing at least 3 business days prior to the confirmed installation date. Requests made after this window may be subject to cancellation fees.

Net 30

1 Froggy

1 Glute Lift Pro

Shipping to:

Deadwood Recreation & Aquatic Center

105 Sherman St

Deadwood, SD 57732

Freight Only

Lift Gate Needed

GLUTE LIFT™

PRO

Manufacturer's Limited Warranty

The manufacturer warrants that your Glute Lift Pro™ is free of defect in materials and workmanship and will, at its option, repair or replace any defective Glute Lift Pro™ that is returned to it. Except as described in the following sentence, all parts and components of the Glute Lift Pro™ are warranted from the original date of purchase as below:

Frame - 3 years

All other parts - 1 year

Padding - 90 days

1. This warranty is valid only in accordance with the condition set forth below:
Normal wear and tear (including lost parts) are not covered by this warranty.
2. The warranty extends only to the original consumer purchaser and is not transferable. In addition, proof of purchase must be demonstrated. This warranty is void if the product has been subject to accident, misuse, abuse, improper maintenance or repair or unauthorized modification.
3. This limited warranty is the only written or express warranty given by the manufacturer. Any implied warranty of merchantability of fitness for a particular purpose on this product is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
4. Repair or replacement of the product (or, if repair or replacement is not feasible, a refund of the purchase price) is the exclusive remedy of the consumer under this warranty. The manufacturer reserves the right to remedy any warranty claims via parts and repair prior to replacement. The manufacturer shall not be liable for any incidental or consequential damages for breach of this warranty or any implied warranty on this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Procedure for Warranty Repairs or Replacement:

If warranty service is necessary, the original purchaser must either call or email for instructions.

Proof of Purchase will be required for all warranty claims.

Our phone number is: (866) 219-5335 x0 (outside the U.S. 1-908-879-2713 x0)

www.theabscompany.com

Manufacturer's Limited Warranty

The manufacturer warrants that your The Froggy™ is free of defect in materials and workmanship and will, at its option, repair or replace any defective the The Froggy™ that is returned to it. Except as described in the following sentence, all parts and components of the The Froggy™ are warrantied from the original date of purchase as below:

Frame - 3 years
Padding - 90 days

1. This warranty is valid only in accordance with the condition set forth below:
Normal wear and tear (including lost parts) are not covered by this warranty.
2. The warranty extends only to the original consumer purchaser and is not transferable. In addition, proof of purchase must be demonstrated. This warranty is void if the product has been subject to accident, misuse, abuse, improper maintenance or repair or unauthorized modification.
3. This limited warranty is the only written or express warranty given by the manufacturer. Any implied warranty of merchantability of fitness for a particular purpose on this product is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
4. Repair or replacement of the product (or, if repair or replacement is not feasible, a refund of the purchase price) is the exclusive remedy of the consumer under this warranty. The manufacturer reserves the right to remedy any warranty claims via parts and repair prior to replacement. The manufacturer shall not be liable for any incidental or consequential damages for breach of this warranty or any implied warranty on this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
6. The product is intended for indoor use only. The warranty does not cover outdoor usage.

Procedure for Warranty Repairs or Replacement:

If warranty service is necessary, the original purchaser must either call or email for instructions.

Proof of Purchase will be required for all warranty claims.

Our phone number is: (866) 219-5335 x0 (outside the U.S. 1-908-879-2713 x0)

www.theabscompany.com

Correspondence Only:
 UTILITY SERVICE CO., INC.
 P. O. Box 1350
 Perry, Georgia 31069
 (478) 987-0303



INVOICE

Mail Payments to:
UTILITY SERVICE CO., INC.
 P. O. Box 207362
 DALLAS, TX 75320-7362
 (478) 987-0303

*Water
422*

Bill To:
 CITY OF DEADWOOD, SD
 62 DUNLAP
 DEADWOOD, SD 57732

Please Inquire about ACH at
invoicing@usgwater.com

PLEASE INCLUDE THE INVOICE NUMBER ON PAYMENT

Customer Number: 161979

DUE UPON RECEIPT

or based on contract, if different

<u>PROJECT#</u>	<u>INV. #</u>	<u>INV DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>TOTAL</u>
135896	652123	01-JUL-26	400,000 GROUND STORAGE MCGOVERN TANK-Annual	\$24,770.00	\$0.00	\$24,770.00
135897	652124	01-JUL-26	500,000 GROUND STORAGE MCGOVERN TANK 2-Annual	\$12,878.00	\$0.00	\$12,878.00
TOTAL DUE TO UTILITY SERVICE CO., INC.						\$37,648.00

Thank You For Your Business

Questions regarding invoicing please email ar@usgwater.com

Have you asked your USG Sales Consultant about your advanced meter infrastructure needs?

IMPORTANT PAYMENT NOTICE: For your security, please be advised that our banking information will not change without a formal verification process. USG will never notify you of payment instruction changes via email alone.

A 1.5% PER MONTH FINANCE CHARGE MAY BE CHARGED FOR ALL PAST DUE INVOICES.

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: July 20, 2026
TO: City Commission
FROM: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
RE: Adobe Pro Subscription

STAFF FINDINGS:

A quote to continue the Adobe Acrobat Pro Subscription for ten (10) employees from July 27, 2026 – July 26, 2027, was received in the amount of \$2,878.80.

Staff recommends approval of the quote.

RECOMMENDED ACTION:

Approval /denial of the quote for a one-year Adobe Acrobat Pro subscription for ten (10) employees.



Adobe Sales Order 260916921

Customer: **CITY OF DEADWOOD**
 VIP Membership Number: **4CB187F607BF057C4CAA**
 Date: **13-JUL-2026**
 Currency: **USD**

Products and Services

SKU	Product Description	Billing Cycle	Qty	Unit of Measure	License Term		Annual Unit Price	Term Unit Price	Total Fees
					Start Date	End Date			
65324104BA02B12	ACROBAT PRO SUBSCRPT ALL MLP License Sub Renewal MUN	Yearly In Advance	10	Per User	27-JUL-2026	26-JUL-2027	287.88	287.88	2,878.80
								Total Fee:	2,878.80
								Estimated Tax*:	0.00
								Grand Total Fee including Estimated Tax*:	2,878.80

*Estimated Taxes may change, as tax rates current at the time of invoice will apply. Actual taxes due will show on Customer's invoice.

Sales Order Terms and Conditions

- All Products are licensed under the Adobe VIP terms and conditions: <https://www.adobe.com/go/vip-terms>. ("VIP Agreement") and this Sales Order. Customer acknowledges and agrees that it is bound to the VIP Agreement. If there is any conflict between this Sales Order and the VIP Agreement, then the terms of this Sales Order shall control. VIP Member is Customer for the purposes of this Sales Order. Customer must pay in full within 30 days of the invoice date in accordance with the invoice. Accounts are enabled when Adobe books Customer's order; Adobe may adjust the License Term Start Date and extend the End Date accordingly.
- Notwithstanding other payment provisions, payment is due upon receipt of invoice and must be made by credit card, if (a) the Total Annual Fee listed above is \$2,500.00 USD (or equivalent) or less, or (b) Member will pay by Credit Card.
- All pricing described in this Sales Order is contingent upon Customer placing an order with Adobe no later than 12-AUG-2026. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe do not form part of this Sales Order and the VIP Agreement and are void.



Customer:	CITY OF DEADWOOD	Adobe:	Adobe, inc.
Billing Address:	102 SHERMAN ST DEADWOOD SD 57732-1309 UNITED STATES	Address:	345 Park Avenue San Jose CA 95110-2704 United States
Contact:	Kevin Kuchenbecker kevin@cityofdeadwood.com	Contact:	SARIKA BEHAL behal@adobe.com
PO Number:			

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Planning, Zoning and
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kevin@cityofdeadwood.com

PLANNING AND ZONING COMMISSION CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: July 15, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Planning and Zoning Commission
RE: Annual Review - Conditional Use Permit – Bed and Breakfast Establishment

APPLICANT(S): Burlington B&B
PURPOSE: Annual Review – Conditional Use Permit – Bed and Breakfast Establishment
ADDRESS: 7 Burlington Street
 Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Lots 3 and 4 of Peck’s Garden subdivision of part of Probate Lots 138 and 327, Deadwood City, Lawrence County, SD, according to the recorded plat thereof.
FILE STATUS: Legal obligations remain in compliance.
ZONE: R1 - Residential
STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: R2 – Multi-Family Residential	Residential
South: R1 – Residential	Residential
East: R1 – Residential	Residential
West: R2 – Multi-Family Residential	Residential

SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on July 1, 2023, to operate a Bed and Breakfast Establishment at 7 Burlington Street.

Conditional Use Permit Review – Bed and Breakfast Establishment
7 Burlington Street
July 15, 2026

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

FACTUAL INFORMATION

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

STAFF DISCUSSION

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

“Bed and Breakfast Establishment” means:

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

COMPLIANCE:

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

According to Deckard – Rentalscape the property was booked 86 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.

Conditional Use Permit Review – Bed and Breakfast Establishment
7 Burlington Street
July 15, 2026

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Traffic and parking should not significantly affect the neighborhood if the applicant continues to abide by the parking requirements associated with Short-Term Rentals.

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

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

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

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

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

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

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does not have additional Short-Term Rentals in the immediate area. The appearance of the structure has not

Conditional Use Permit Review – Bed and Breakfast Establishment
7 Burlington Street
July 15, 2026

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

Conditional Use Permit Review – Bed and Breakfast Establishment
7 Burlington Street
July 15, 2026

recommend the following conditions:

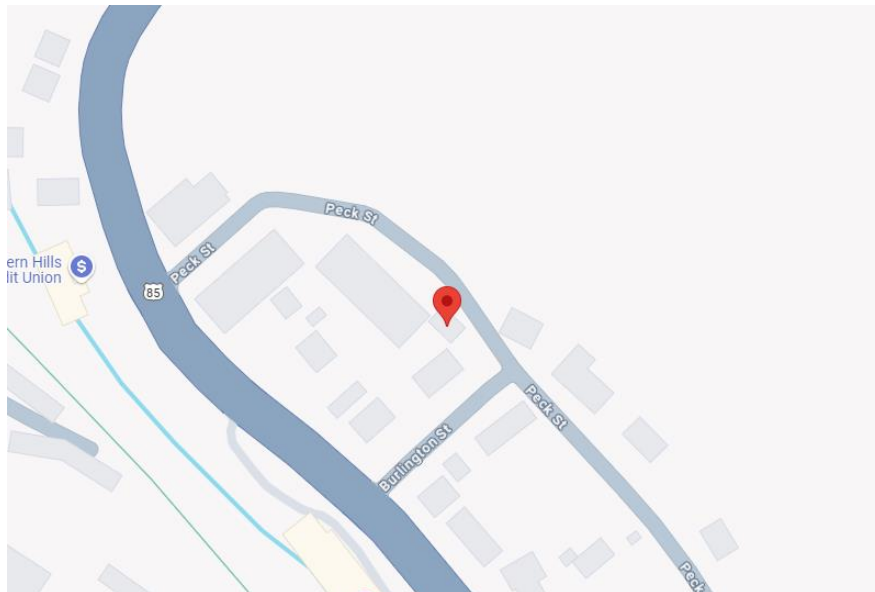
1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. The Bed and Breakfast must be owner occupied.
3. Proof of a state sales tax number from the South Dakota Department of Revenue has been provided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

ACTION REQUIRED FOR CONTINUED USE OF CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Planning and Zoning Commission



Aerial photo of 7 Burlington Street



Location map of 7 Burlington Street



Zoning map showing 7 Burlington Street

Zoning Legend

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



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

Burlington Bunkhouse

Share Save



Entire home in Deadwood, South Dakota

4 guests · 1 bedroom · 2 beds · 1 bath

Guest favorite

5.0
★★★★★

19
Reviews

Hosted by Jay

3 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 lockbox.

Beautiful and walkable

This area is scenic and easy to get around.

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability

[Report this listing](#)

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

Show more

Where you'll sleep



Bedroom
1 queen bed, 1 sofa bed

What this place offers

-  Kitchen
-  Wifi
-  Free driveway parking on premises – 2 spaces
-  TV
-  Free washer – In unit
-  Free dryer – In unit
-  Central air conditioning

- Private patio or balcony
- Private backyard – Not fully fenced
- Children’s books and toys

Show all 52 amenities

Select check-in date

Add your travel dates for exact pricing

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



5.0

Guest favorite

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

[How reviews work](#)

Overall rating

5

Cleanliness

5.0

Accuracy

5.0

Check-in

5.0

Communication

5.0

Location

5.0

Value

5.0

Guest reviews mention

- Cleanliness
- Quiet
- Hospitality
- Location
- Accuracy
- Getting around
- Comfort

Lauren

2 years on Airbnb

★★★★★ · January 2026 · Stayed a few nights

It was perfect for our little girls weekend. We were close enough to go downtown for old time photos and easy for us get back to make dinner and play games.

Great hosts!

Show more

Tyler

Sioux Falls, South Dakota

★★★★★ · April 2026 · Stayed a few nights

Great place to stay for our hiking trip in the Hills! Jay was an exceptional host, would highly recommend staying if you would like a quiet place to stay in Deadwood!

Makayla

Sheridan, Wyoming

★★★★★ · March 2026 · Stayed with kids

We had great interactions with the host and felt well taken care of. Everything was as expected plus more!

Stephanie

6 years on Airbnb

★★★★★ · September 2025 · Stayed a few nights

It was great! We will for sure stay again when we come back to Deadwood! The house was so cute, it was just like description and it was CLEAN! Great location to catch the trolley to downtown Deadwood!

Show more

Melissa

8 years on Airbnb

★★★★★ · August 2025 · Stayed a few nights

The air bnb was updated, clean, fully stocked. Attention to detail was amazing! Convenient location. Everything you could ask for in an air bnb and more! Jay was helpful and friendly. We loved everything about our stay at Burlington Bunkhouse!

Show more



Carol

Sioux Falls, South Dakota

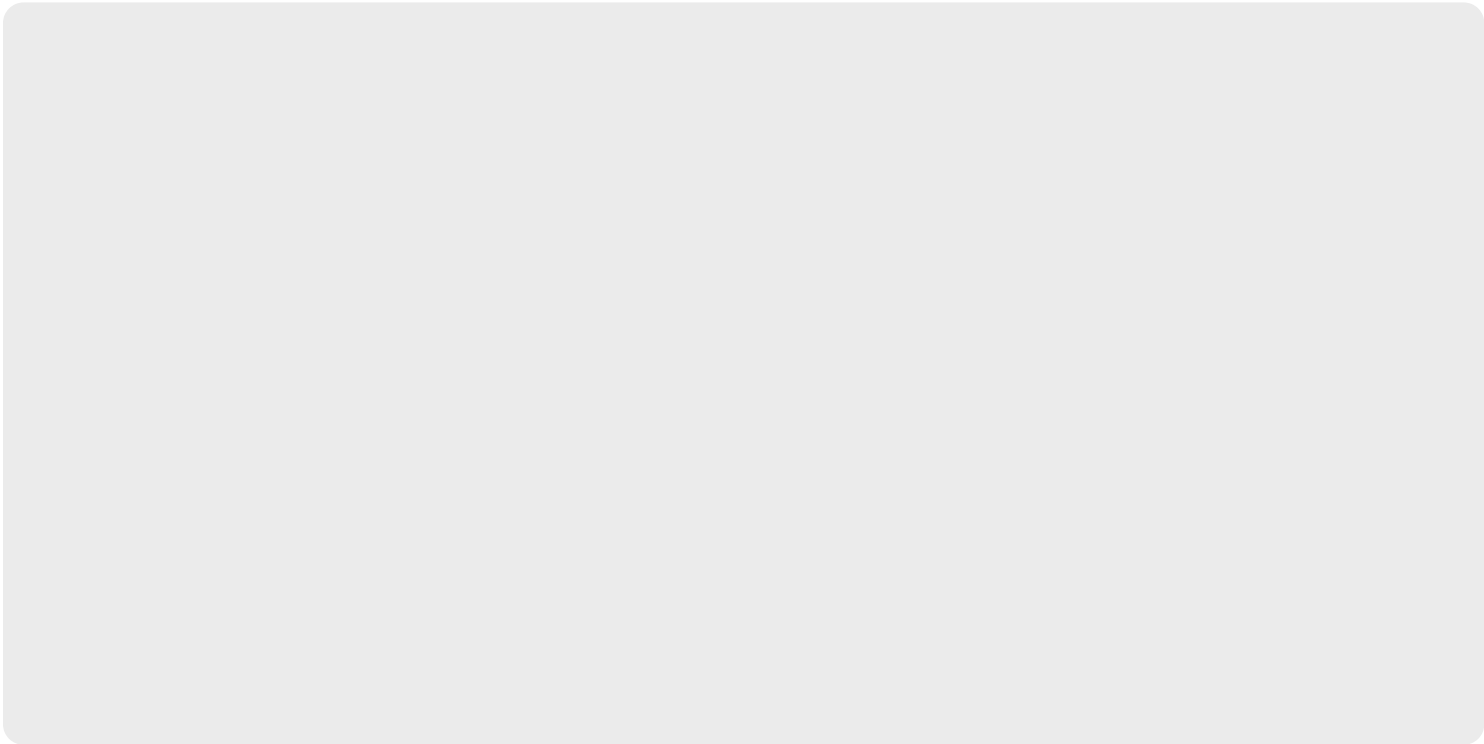
★★★★★ · April 2026 · Stayed a few nights

One of the best VRBOs we've ever had. So clean and well supplied.

Show all 19 reviews

Where you'll be

Deadwood, South Dakota, United States



Meet your host



19

Reviews

5.0★

Rating

3

Years hosting

 Born in the 60s

 Where I went to school: Lead-Deadwood School District

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

Host details

Response rate: 100%
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 10:00 AM
4 guests maximum
[Learn more](#)

 **Safety & property**
Carbon monoxide alarm
Smoke alarm
[Learn more](#)

OFFICE OF
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kevin@cityofdeadwood.com

PLANNING AND ZONING COMMISSION

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: July 15, 2026
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Planning and Zoning Commission
RE: Annual Review - Conditional Use Permit – Vacation Home
 Establishment

APPLICANT(S): JVK-SD, LLC
PURPOSE: Annual Review – Conditional Use Permit – Vacation
 Home Establishment
ADDRESS: 596 Main Street
 Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Lot 34 in Block 15, being a part of Mineral Lot 38, and
 also known as Lot 4, in Block 7 of the City of Deadwood,
 also known as 596 Main Street, Deadwood, South
 Dakota.
FILE STATUS: Legal obligations are being met.
ZONE: C1 - Commercial
STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: C1 – Commercial	Businesses
South: C1 – Commercial	Businesses
East: C1 – Commercial	Businesses
West: C1 - Commercial	Businesses

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 June 17, 2024, to operate a Vacation Home Establishment at 596 Main Street.

Conditional Use Permit Review – Vacation Home Establishment
596 Main Street
July 15, 2026

The subject property is located on Main Street and sits within the historic downtown core. It is surrounded by Commercially zoned properties on all sides.

FACTUAL INFORMATION

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

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Vacation Home Establishment and City regulations permit Vacation Home Establishments in C1 - Commercial Districts with an approved Conditional Use Permit. The subject property is a three (3) bedroom, two (2) bath home. Renters can park in one (1) reserved parking space on Main Street. Additional parking needs can be met by utilizing nearby public parking lots.

“Vacation Home Establishment” means:

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

COMPLIANCE:

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

According to Deckard – Rentalscape the property was booked 161 nights in the past 12 months and is listed as a guest favorite on AirBnB with excellent reviews.

No complaints are on record for this establishment.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

Conditional Use Permit Review – Vacation Home Establishment
596 Main Street
July 15, 2026

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

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

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

The subject area is zoned C1– Commercial District and is intended to provide locations coinciding with the Downtown Core Commercial Zone where certain commercial uses and gaming are permitted. Use as a Short-Term Rental in this location has not resulted in a detrimental over-concentration of such uses.

- 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 Conditional 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 the proposed use increases the proliferation of nonconforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

The current use has not increased the proliferation of non-conforming uses. The subject residence is in an area that does have additional Short-Term Rentals in

Conditional Use Permit Review – Vacation Home Establishment
596 Main Street
July 15, 2026

the immediate area. The appearance of the structure has not changed; therefore, the character and use of the buildings and structures adjoining the subject property has not been adversely affected.

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

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

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

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

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

- 1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.

Conditional Use Permit Review – Vacation Home Establishment
596 Main Street
July 15, 2026

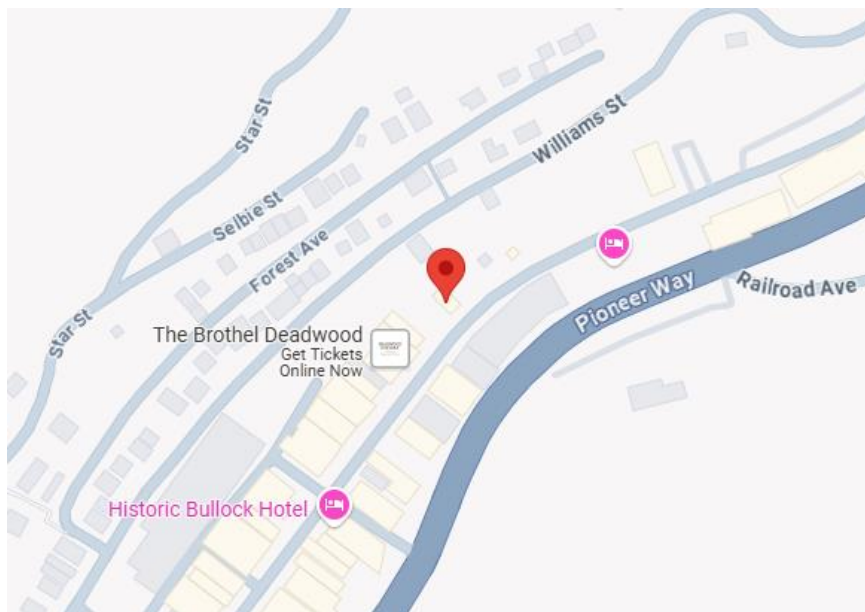
2. A state sales tax number from the South Dakota Department of Labor has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets applicable building codes.
4. City water and sewer are being charged commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business and Short-Term Rental Licenses have been maintained.
7. A Lodging License from the South Dakota Department of Health has been maintained.
8. All parking shall be off street, except for one (1) reserved space located on Main Street.
9. Burn permits will not be issued for this address.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

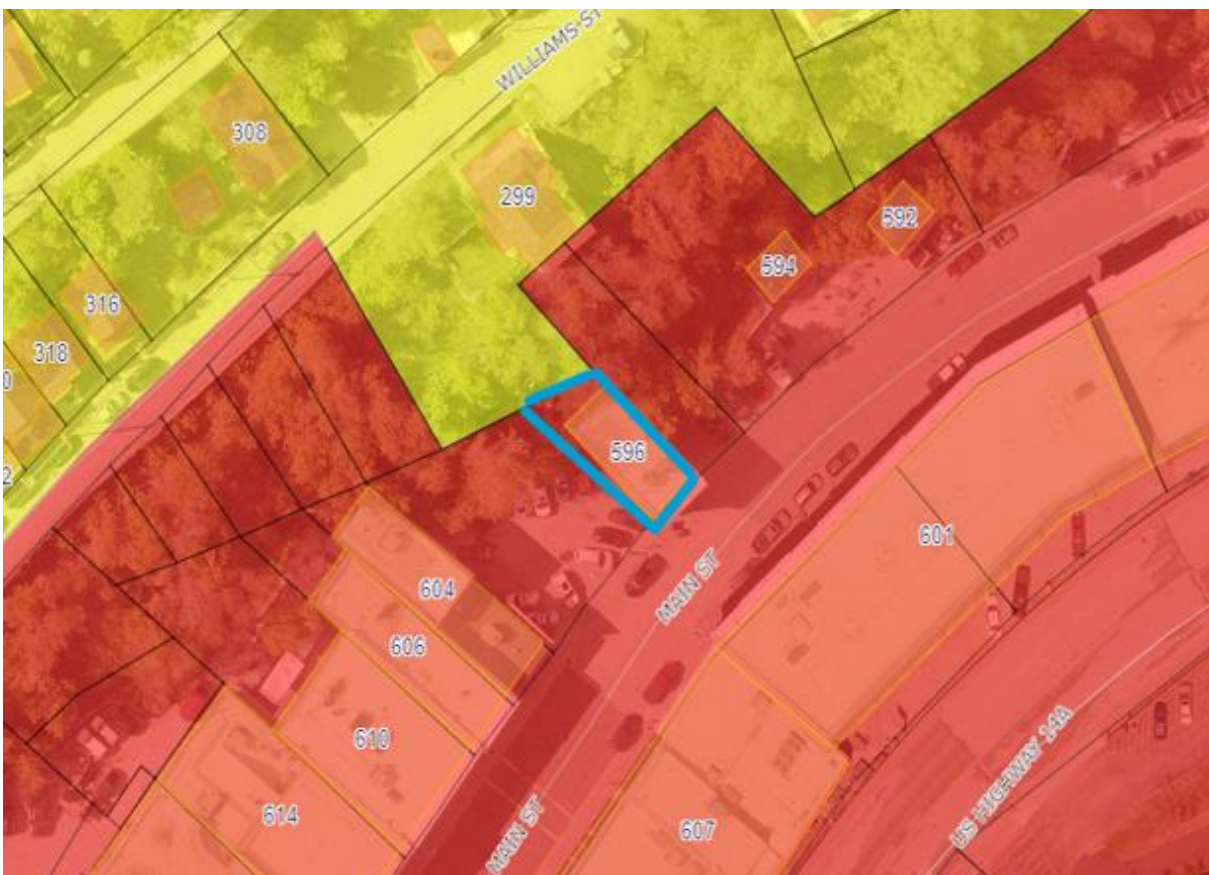
1. Approval/Denial by Deadwood Planning and Zoning Commission



Aerial photo of 596 Main Street



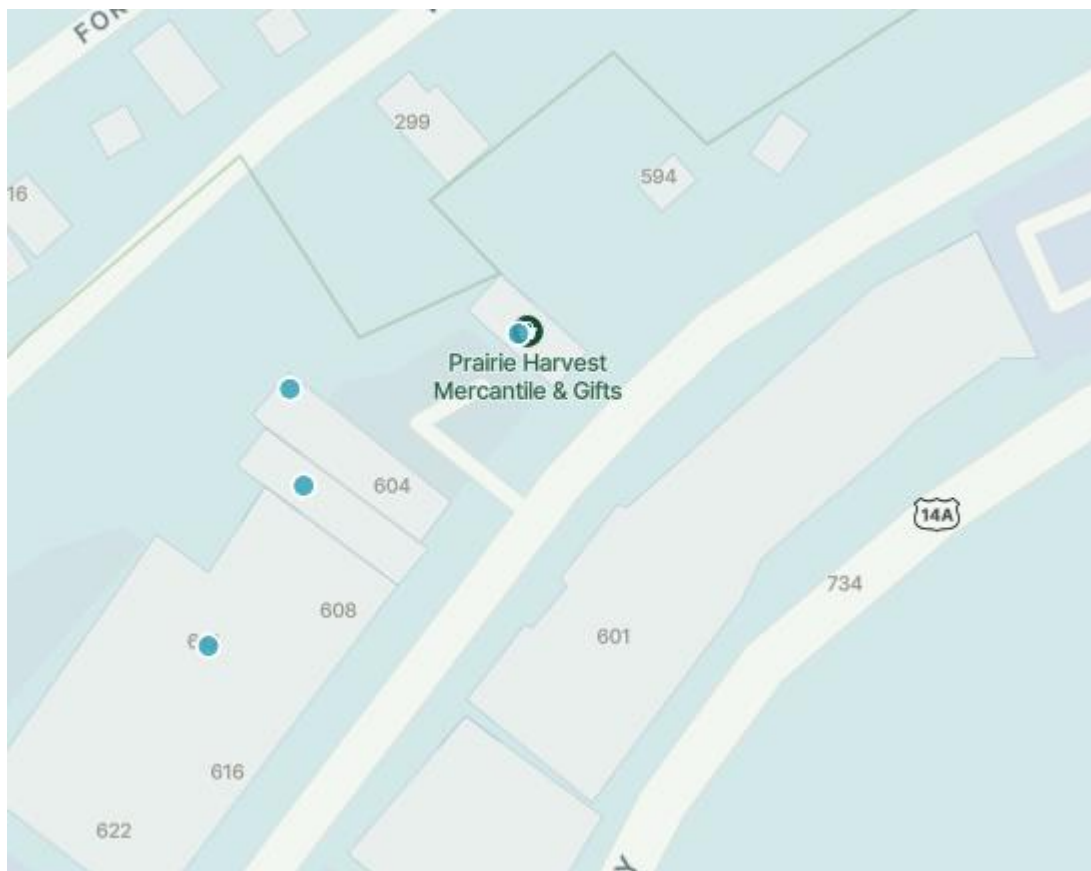
Location map of 596 Main Street



Zoning map showing 596 Main Street

Zoning Legend

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



Map showing locations of nearby Short-Term Rentals to 596 Main Street.

Aggies 1895 Saloon & Brothel Deadwood Main Street

Share Save



Entire rental unit in Deadwood, South Dakota

6 guests · 3 bedrooms · 3 beds · 1.5 baths

Guest favorite

4.97
★★★★★

295
Reviews

Hosted by Robyn

Superhost · 10 years hosting

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability

Top 10% of homes

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

Exceptional check-in experience

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

Extra spacious

Guests love this home's spaciousness for a comfortable stay.

[Report this listing](#)

The former Ayres Hardware (founded 1876) Store, loaded with history and charm! One of the few merchants who would not sell or convert to a casino when the gambling boom began in Deadwood. Walking distance to Saloon #10, Kevin Costner's Midnight Star, Franklin Hotel and many other historic Deadwood attractions. You'll love the location and coziness. Perfect for couples, solo adventurers, business travelers, and families (with kids). Aggies is a restored 2 1/2 bed apt/brothel all inclusive

Show more

What this place offers

-  Kitchen
-  Wifi
-  Free parking on premises – 1 space
-  TV with standard cable
-  Washer
-  Dryer
-  Air conditioning
-  Hair dryer
-  Carbon monoxide alarm

Show all 17 amenities

Select check-in date

Add your travel dates for exact pricing



S	M	T	W	T	F	S	S	M	T	W
June 2026							July 2026			
	1	2	3	4	5	6		1	2	3
7	8	9	10	11	12	13	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22

4.97

Guest favorite

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

[How reviews work](#)

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	4.9 	5.0 	5.0 	5.0 	5.0 	4.9

Guest reviews mention

- Location
- Walkability
- Cleanliness
- Hospitality
- Parking
- Comfort
- Amenities

Katie

Scottsbluff, Nebraska

★★★★★ · April 2026 · Group trip

This place was prefect for our Deadwood trip. Location is amazing. Very clean. Fully stocked kitchen. We had everything needed. Robyn was very responsive with clear instructions. Will definitely stay here again and recommend this place to anyone.

[Show more](#)

**Jeremy**

Chadron, Nebraska

★★★★★ · December 2025 · Group trip

We had a fantastic stay at Robyn's place! The apartment was spotless, and the bed was incredibly comfortable. The location was perfect, making it easy to walk to nearby places. I highly recommend it to anyone looking for a great place to stay and would definitely book again!

[Show more](#)**Theresa**

4 years on Airbnb

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

what a great stay! long Memorial weekend - perfect to meet friends and plenty of room. the parking space is an added bonus. convenient to walk almost anywhere

**Shelby**

5 years on Airbnb

★★★★★ · March 2026 · Group trip

We have stayed multiple time at this place! Robyn is always so kind. Great location and always clean! We will be back again!

**Brittany**

Williston, North Dakota

★★★★★ · July 2025 · Stayed with kids

Robyn was an amazing hostess. She was very responsive and available for any questions or concerns. Her beautiful space was clean and super cute. It is located in the perfect spot downtown to easily access food and shops. We even could watch the parade from the windows. Overall, we enjoyed this stay very much and will be coming back in the future!

[Show more](#)**Christine**

Sheboygan, Wisconsin

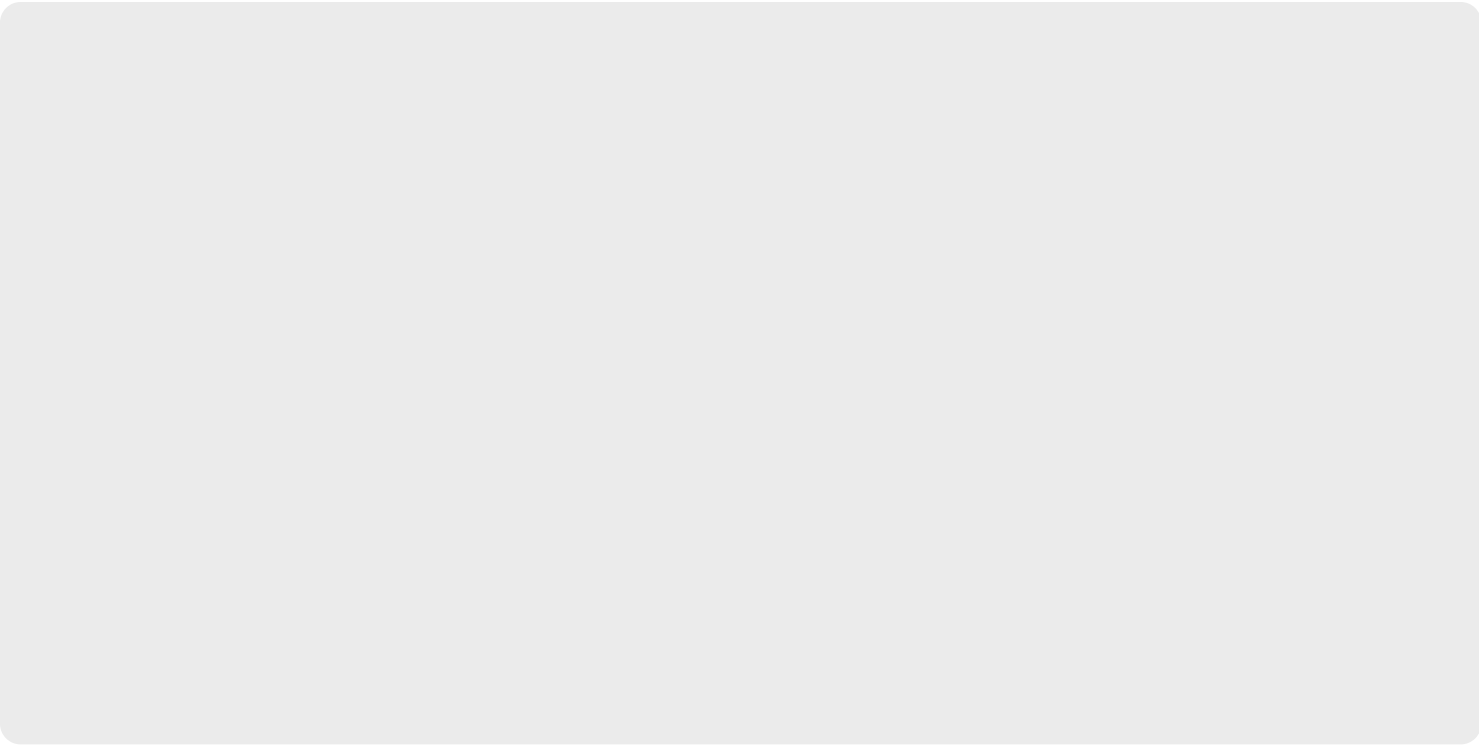
★★★★★ · July 2025 · Stayed about a week

This is the second year we've stayed here for a girls week and we just love it. Three of us each had our own bedroom and two bathrooms for getting ready...we couldn't be happier. Located right on Main, if we needed to run back to the room, it was right there. I just can't say enough about the place and how well we were taken care of by Robyn and Scott. See you next year!!

[Show more](#)[Show all 295 reviews](#)

Where you'll be

Deadwood, South Dakota, United States



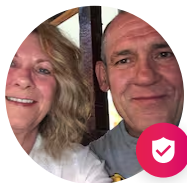
This listing's location is verified and the exact location will be provided after booking. [Learn about verification.](#)

Neighborhood highlights

You are on Deadwood Main St.

[Show more](#) >

Meet your host



295
Reviews

4.97★
Rating

10

Years hosting



Lives in Deadwood, South Dakota

Hi my wife Robyn and I have lived in Lead/deadwood for 63 yrs this winter and we love it ,I can point you to local places you probably wouldn't hear about . We want you to enjoy deadwood you will be right on main st, but in a nice quiet 2 1/2 bed fully furnished home with everything you need to have some fun and save some money on the home cooked meals you can enjoy or a great place to eat some takeout .

Robyn is a Superhost

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

Host details

Response rate: 100%

Responds within an hour

[Message host](#)

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

Things to know



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 10:00 AM

6 guests maximum

[Learn more](#)



Safety & property

Carbon monoxide alarm not reported

Smoke alarm

Must climb stairs

[Learn more](#)

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE
AND
RETAIL (ON-OFF SALE) WINE AND CIDER**

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 July 20, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

EP SO Sturgis SD, LLC, Deadwood Harley Davidson, 681 Main Street, Lot 8, 9 and 10 & a portion of Lots 6 & 7 of Block 1, Deadwood, Lawrence County, South Dakota.

1 – Retail (on-off sale) Wine and Cider License:

EP SO Sturgis SD, LLC, Deadwood Harley Davidson, 681 Main Street, Lot 8, 9 and 10 & a portion of Lots 6 & 7 of Block 1, Deadwood, Lawrence County, South Dakota.

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

Dated this 6th day of July, 2026.

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

Publish: B.H. Pioneer – July 11, 2026

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT
THRASHIN SUPPLY COMPANY**

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 July 20, 2026, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 8:00 a.m. to 3:00 p.m. on Tuesday, August 11, 2026.

Use of Interpretive Lot

Motorcycle parking from 6:00 a.m. to 2:00 p.m. on Tuesday, August 11, 2026.

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

Dated this 6th day of July, 2026.

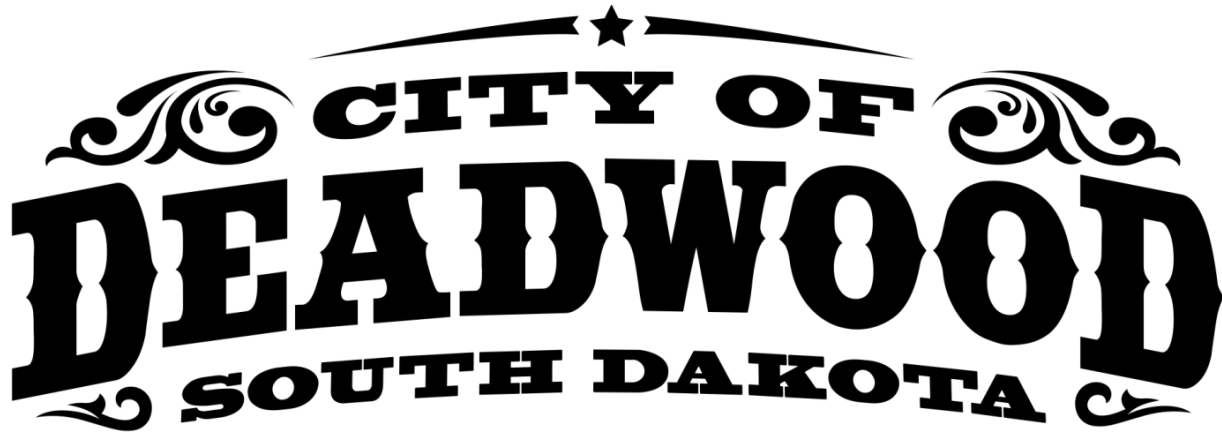
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: July 11, 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

HD Thrashin Motor Supply Deadwood St. & Interpretive Lot parking August 11, 2026

Instructions:

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

Adopted March 2, 2026

EVENT INFORMATION

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

Event Title: HD Thrashin Motor Supply Deadwood St. & Interpretive Lot parking

Event Date(s): August 11, 2026 Total Anticipated Attendance: 300
(month, day, year)

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

Actual Event Hours: (from: 10 am _____ AM / PM (to): 1 pm _____ AM / PM

Location / Staging Area: Outlaw Square Deadwood St. & Interpretive parking lot 1/2

Set up/assembly/construction August 11, 2026 Start time: 6 am _____ AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Blocking entrance on Deadwood St. side of lot, and using security gates to cordone off 1/2 of the lot for those
attending the event

Dismantle Date: August 11, 2026 Completion time: 2 pm _____ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing
and time of re-opening: Deadwood St Main to Pioneer Way, August 11, 2026 8 am 3 pm

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

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:

Harley Davidson will be holding a MEET n GREET event for the group from

Thrashin Motor Supply company. Meet n Greet will be from 10 am to 1 pm

We are requesting Deadwood Street closure as we will be setting up a food truck that will serve street tacos to those attending the event.

Deadwood St closure 8 am to 3 pm will open sooner if food truck departs earlier

We are requesting use of 1/2 of Interpretive center parking lot from 6 am 2 pm

Security gates will be used to block entrance on Deadwood St. security person stationed at entrance. Security gates will be used to divide lot in half gates will be removed around 2 pm so whole lot will be open.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

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

☐☒

Will Items or services be sold at the event? If **YES**, please describe: _____
Thrashin motor supply will have merchandise

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf

☐☒

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

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

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

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

Please describe how food will be served at the event: _____
 Food truck on site serving street tacos (Eddies)

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

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

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

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

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Outlaw Square staff will handle internal Badlands security handles the grounds, employed by Harley Davidson

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

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

NO YES

☐
☒

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

Security Organization: Badlands Security

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Public and Businesses notified through city public notices _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

Are any signs, banners, decorations or special lighting be used? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____)

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO	YES	Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
☐	☒	Through Harley Davidson
☒	☐	Will there be any live media coverage during your event? If YES , please explain:

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

NAME: Randy Brown PHONE: 605 415 2946

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

Harley Davidson Group

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): Wade Morris

Wade Morris
(Signature of Applicant/Sponsoring Organization)

Title: Director

Date: 6/23/26

VENDING

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

Adopted XXXXXX

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT
DAUGHTERS OF THE ROAD RIDE (MOTO GIRLS RIDE)**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 20, 2026, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Use of Interpretive Lot

Motorcycle parking from 6:00 a.m. to 5:00 p.m. Wednesday, August 12, 2026.

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

Dated this 6th day of July, 2026.

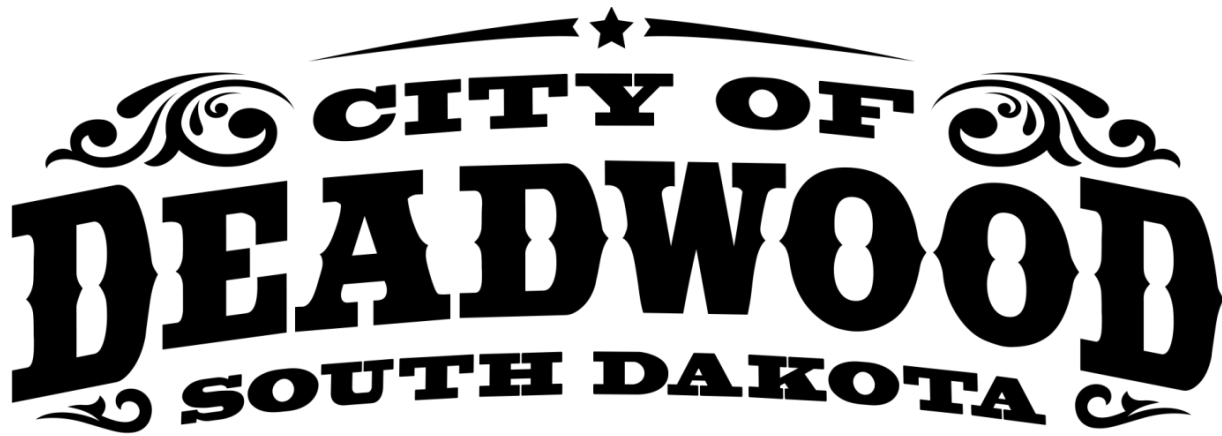
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: July 11, 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

Daughters of the Road ride HD Depot Parking Lot August 12, 2026

Instructions:

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

Adopted March 2, 2026

EVENT INFORMATION

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

Event Title: Daughter of the Road ride

Event Date(s): August 12, 2026 Total Anticipated Attendance: 150
 (month, day, year)

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

Actual Event Hours: (from: 8 am AM / PM (to): 5 pm AM / PM

Location / Staging Area: Interpretive Parking lot 1/2 Deadwood St side

Set up/assembly/construction August 12, 2026 Start time: 6 am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Blocking off 1/2 of Interpretive Center Parking Lot Deadwood St side will be secured with gates

Dismantle Date: August 12, 2026 Completion time: 5 pm AM / PM

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

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Harley DavidsonChief Officer of Organization (NAME): David PattersonApplicant (NAME): _____ Business Phone: (605 717) 6848

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

Name: _____

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

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

FEES / PROCEEDS / REPORTING

NO YES



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



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

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

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

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

The Daughters of the Road ride will land in Deadwood at approximately 11 am with event scheduled for the day at Outlaw Square.

We are requesting waiver of 45 day request rule to use 1/2 of the Interpretive center parking lot for participants motorcycle parking. It would be the 1/2 closest to Deadwood St. Lot would be closed at 6 am lot divided in half with security gates and also entrance on Deadwood St. side would be blocked until riders arrive.

Approximately 100 riders

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

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

☒☒

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

☒☐

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTToOccupyROW.pdf

☐☒

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

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

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

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

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

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

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

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

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

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Outlaw Square staff will handle

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

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

NO YES

☒
☐

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____

Business phone: _____

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

Are any signs, banners, decorations or special lighting be used? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____)

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO	YES	Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
☐	☒	Through event organizer
☒	☐	Will there be any live media coverage during your event? If YES , please explain:

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

NAME: Bobby Rock PHONE: 605 641 9162

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

Harley Davidson Group

Agent's Name:

Agent's Business Phone: ()

Policy Number: Policy Type:

Agent's Address: (city) (state) (zip code)

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): Wade Morris

Wade Morris
(Signature of Applicant/Sponsoring Organization)

Title: Director

Date: 6/17/26

VENDING

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

Adopted XXXXXX

**NOTICE OF PUBLIC HEARING
OPEN CONTAINER, SPECIAL FULL TEMPORARY LIQUOR LICENSE, USE OF
EVENT COMPLEX
DAYS OF 76 – STEER ROPING 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 July 20, 2026 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:

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for Days of 76 Steer Roping Event at Event Complex on Friday, August 14 through Sunday, August 16.

Relaxation of Open Container:

Friday, August 14 through Sunday, August 16 from 10:00 a.m. to 2:00 a.m. daily and ending at 2:00 a.m. on Monday, August 17 at the Event Complex.

Special Full Temporary Liquor License:

Friday, August 14 through Sunday, August 16, 2026 from 10:00 a.m. to 8:00 p.m. daily 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.

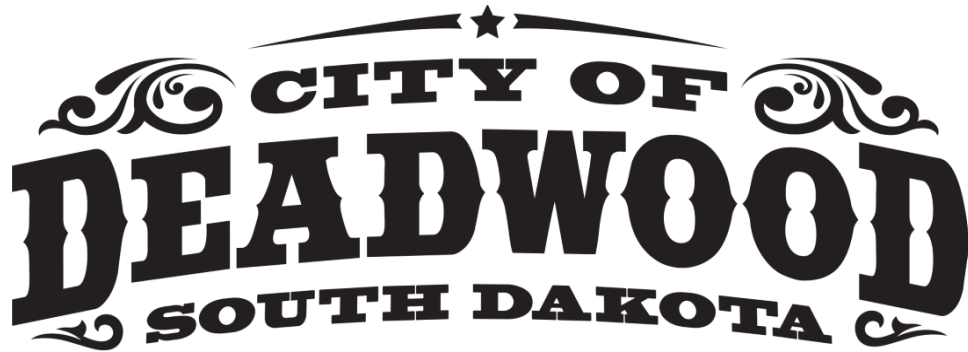
Dated this 6th day of July, 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, July 11, 2026.

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Days of '76 Steer Roping

Date of Event: August 14-16

**** 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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Dates Event Complex requested:

Set up Date(s): 8/14/26 Hour(s): _____

Event Date(s): 8/14-8/16 Hour(s): _____

Clean-up Date(s): 8/16/26 Hour(s): _____

Approximate number of people who will attend: _____

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

- ☒ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Main Grandstand Restrooms
- ☒ Crow's Nest
- ☒ VIP Grandstand
- ☐ Arena and Corral Areas
- ☐ Main Grandstand Seating
- ☐ Parking Lots
- ☐ Baseball Field(s)
- ☐ Baseball Field(s) Restrooms
- ☐ Safety Barriers
- ☐ Ferguson Field
- ☐ Ferguson Field Restrooms

Office use Only

Key #

Key #

Key #

Key #

- ☐ Jersey Barriers
- ☐ Open Container
- ☐ Pyrotechnics
- ☐ Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Shannon Percy Title: Chair
 Phone: 605-920-9903 Representing: _____

Name: Ted Thompson Title: _____
 Phone: 605-641-2000 Representing: _____

Name: Greg Nelson Title: _____
 Phone: 605-580-1263 Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☐ Private ☒ Non-Profit ☐ Government

(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ 750	☒	Key Deposit \$ 100
Baseball Fields	\$	☐	Damage Deposit \$ 2500
Parking Lots ONLY	\$	☐	
Add'l Set-Up/Tear Down	\$		*Total Deposits \$ 2600
Tent(s)	\$		*minus Admin Fee of \$250.00
Event Complex Cleaning			and early arrivals if any.
And Trash Removal	\$ 750.00		Alcohol Fee (Pg 18)
Cleaning Baseball Restrooms	\$		(\$100.00 per day) \$ 300
Cleaning Ferguson Restrooms	\$		
Streaming	\$		
Water Usage	\$ 50		
Total Fees	\$ 1550		

Organization: Days of '76 Steer Roping

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2026.06.03 15:23:35 -06'00'

Date: _____

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials CR

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

Initials CR

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 CR

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 CR

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

Initials CR

6. I understand and agree: (Please Check Box for your Acknowledgement)

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

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

Initials CR

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials CR

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Days of '76 Steer Roping

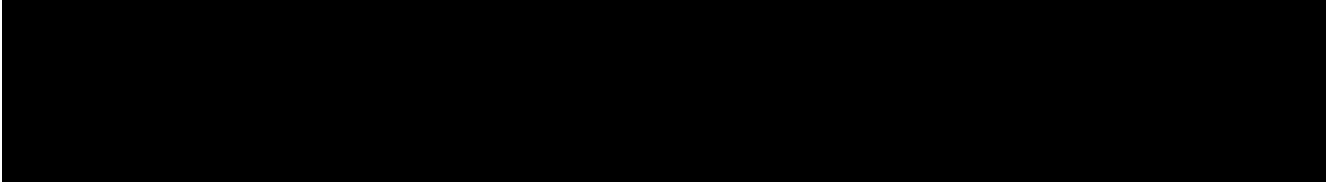
Name: Chris Roberts Title: Member

Signature: Chris Roberts  Digitally signed by Chris Roberts
Date: 2026.06.03 15:23:51 -06'00' Date: _____

Liability Insurance

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

Name of Insurance Company: Lloyds of London



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

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

Event Sponsor – Release and Indemnification Agreement

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

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

PRCA Professional Steer Roping

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

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

Initials CR

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES _____ NO ☒

Initials CR

- 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 CR

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

Initials CR

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials CR

- 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 CR

- 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 CR

- 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 CR

- 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 CR

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: Days of '76 Steer Roping

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:02 -06'00'

Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Days of '76 Steer Roping

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:14 -06'00'

Date: _____

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: Days of '76 Steer Roping

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:22 -06'00'

Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

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

Organization: Days of '76 Name: Chris Roberts

Title: Member Signature: _____

Dates/Times Alcohol will be served: 10AM to 5PM

Business name who will be serving: Days of '76

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 CR

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

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

Initials CR

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 CR

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 CR

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:34 -06'00'

Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

 Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:42 -06'00'

Date: _____

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: Chris Roberts Digitally signed by Chris Roberts
Date: 2026.06.03 15:24:52 -06'00' Date: _____

Daytime Phone Number: 605-920-1116

Date of your Event(s): Aug 14-16 Group/Event Name: _____

**CITY OF DEADWOOD
ORDINANCE 1447**

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

SECTION 1: ADOPTION “2.12.060 Enforcement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

2.12.060 Enforcement*(Added)*

Pursuant to South Dakota Codified Law, any fire official engaged in fire prevention and inspection work may at all reasonable times enter and examine any building, structure, vessel, vehicle, or premises for the purpose of making fire safety inspections. The fire official shall first obtain the consent of the occupant thereof or obtain an inspection warrant pursuant to chapter 34-43 except in those instances where an emergency exists. As used in this section, "emergency" means circumstances which a fire official has reason to believe exist, which may constitute immediate danger to life and property.

Any official designated by the Deadwood City Commission to do so is hereby authorized and directed to administer and enforce all fire-related ordinances and adopted fire codes within the jurisdiction of the City of Deadwood. The City Commission may by resolution designate the official tasked with the enforcement of all fire related ordinances.

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

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood



MEMORANDUM

Date: July 9, 2026
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: 2026 Round 2 Outside of Deadwood Grants

On June 22, 2026, the Projects Committee reviewed the 2026 Round 2 Outside of Deadwood Grant applications. This round included eight (8) Outside of Deadwood Grant applications for a project total of \$193,083.00 which included requests from the program of \$80,235.00.

The budget for 2026 is set at \$100,000.00 with two funding cycles, January and June of each year. Round 2 budget is set at \$50,000.00. The Historic Preservation Commission reviewed this request at their July 8, 2026 meeting and recommend approval. The table below lists the applicant, project, location and amount for seven recommended grants totaling \$50,000.00.

2026 RD 2 Outside of Deadwood Grant Requests					
Organization Name	City	Project Budget	Matching Funds	Amount Requested	Suggested Approval
Friends of Whitewood Cemetery - Item A	Whitewood	\$13,940.00	\$6,970.00	\$6,970.00	\$ 5,000.00
Czech Heritage Preservation - Item B	Tabor	\$25,300.00	\$16,400.00	\$16,400.00	\$ 10,000.00
Little Spearfish Conser. Society - Item C	Rapid City	\$19,400.00	\$9,700.00	\$9,700.00	\$ 5,000.00
Sully County Courthouse - Item D	Onida	\$36,073.00	\$26,073.00	\$10,000.00	\$ 7,500.00
City of Central City - Item E	Central City	\$42,840.00	\$32,840.00	\$10,000.00	\$ 10,000.00
Newell Museum Sign - Item F	Newell	\$1,226.00	\$613.00	\$613.00	\$ -
Historic Rapid City McGilliculty - Item G	Rapid City	\$18,450.00	\$9,225.00	\$9,225.00	\$ 5,000.00
Roberts County Courthouse - Item H	Sisseton	\$35,854.00	\$17,927.00	\$17,327.00	\$ 7,500.00
TOTAL GRANT REQUESTS		\$193,083.00	\$119,748.00	\$80,235.00	\$ 50,000.00

Recommended Motion:

Move to approve the 2026 Round 2 Outside of Deadwood Grant requests in the amount of \$50,000.00.

Butte County Equipment

11363 US Hwy 212
Belle Fourche, SD 57717
Phone: 605-892-2230
Fax: 605-892-2245

**Lindskov Implement**

2100 West Hwy 12 • PO Box 760
Mobridge, SD 57601
Phone: 605-845-2201
Fax: 605-845-2801
www.lindskovimp.com

Automotive Co., Inc.

112 Main Street • PO Box 56
Isabel, SD 57633
Phone: 605-466-2112
Fax: 605-466-2110

INVOICE

Name of

Purchaser City of Deadwood

(Print or Type)

Date July 17, , 20 26Address 102 Sherman Street Deadwood SD 57732☒ New ☐ Used As Follows:

Make Kubota	Model SSV65HFRC	Color	Type Skid Steer	Year 2026
Serial No. KBCZ131CTSG128453				
New Kubota SSV65HFRC Skid Steer				\$49,750.00
2- Year Extended Warranty				\$2,400.00
Trade In 2019 Kubota SSV65HFRC 1200 Hrs.				\$26,000.00
Total				\$26,150.00
Tax				
Total Cash Delivered Price				
Down Payment				
Total Credits				
Balance Due				
Amount of Contract				\$26,150.00

Contract To Be Paid To

In Installments of \$

Each and

One Installment of \$

First Installment Due

This order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I further certify that I am 21 years of age or older, and hereby acknowledge receipt of a copy of this order. I FURTHER CERTIFY THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY MORTGAGES OR LIENS EXCEPT AS FOLLOWS:

Signed _____ Purchaser

Address 102 Sherman StreetDeadwood SD 57732Phone 605-578-3082Email jessicca@cityofdeadwood.com

Salesman

Sand Creek Printing BF • JJ#7518

Kubota Credit Corporation, U.S.A.

Electronic Signatures and Records Agreement

COMMERCIAL AND AGRICULTURAL USE ONLY

Account Number: 132327172

This Electronic Signatures and Records Agreement (this "Agreement") governs and relates to any relationship between Kubota Credit Corporation, U.S.A. ("Kubota"), on the one hand, and CITY OF DEADWOOD ("Customer"), on the other. The relationship contemplated by this Agreement includes, without limitation, any purchase or lease of products and services, and application for financing or leasing. Kubota and Customer acknowledge and agree that this Agreement relates to a transaction made for Customer's commercial or agricultural, and not for personal or household, purposes.

1. Use of Electronic Signatures and Records.

- a. **Electronic Signatures.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to "execute" or "sign" the agreement or any other document, notice, agreement or authorization (each, a "Document") in order for such Document to be effective, or describes any similar signature or execution requirement using words of like import, such signature or execution shall be deemed to include electronic signatures as that term is defined in the Electronic Signatures In Global and National Commerce Act ("ESIGN Act"), 15 USC § 7001, et seq. (each, an "Electronic Signature"), to the extent that Kubota has approved the use of Electronic Signatures for such Document. Each such Electronic Signature shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in the ESIGN Act or any applicable law.
- b. **Electronic Records.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to provide any Document in "writing" for such Document to be effective, or describes any similar writing requirement using words of like import, such requirement shall be deemed to include authorization for the use of electronic records, as that term is defined in the ESIGN Act ("Electronic Records"), but only to the extent that Kubota has approved the use of Electronic Records for such Document. Each such Electronic Record shall be of the same legal effect, validity or enforceability as a physical copy to the extent and as provided for in the ESIGN Act or any applicable law.
- c. **Kubota's Right To Approve Electronic Formats and Processes.** Notwithstanding any of the foregoing, the provisions of this Section 1 do not apply unless Kubota has both approved the use of Electronic Signatures on a particular Document and also approved the form and format of such Electronic Signatures. The parties agree that Kubota shall have the exclusive right to determine the acceptable and effective form and format of any Electronic Signatures and Electronic Records, and the appropriate means and procedure for electronic presentation and signing of any Document. Any form or format of Electronic Signature, Electronic Record or means of electronic presentation or signing not approved by Kubota shall be ineffective.

2. Electronic Delivery and Notices.

- a. **Electronic Delivery.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and

Customer or its exhibits, imposes an obligation on any party hereto to provide "notice" or "notification" or to "deliver" any Document to a party hereto, or describes any similar obligation using words of like import, such notice, notification or delivery shall be deemed to include delivery by electronic means. The delivery of such Documents in accordance with Section 2 of this Agreement shall be of the same legal effect, validity or enforceability as a physical delivery. Notwithstanding any of the foregoing, this Section 2 does not apply unless Kubota has both agreed to use of electronic delivery for a particular Document and has also approved the process for such electronic delivery.

b. **Notice.** In substitution for any notice provisions in any application or agreement between Kubota and Customer and subject to the provisions of Section 1 of this Agreement:

i. **Kubota.** Kubota may designate an electronic mail ("email") address to which Customer may send Documents or notice that Documents are available for review or signature at another location. Delivery to Kubota via email shall not be effective unless delivered to an email address expressly designated by Kubota for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.

ii. **Customer.** Customer may designate an email address to which Kubota may send Documents or notice that Documents are available for review or signature at another location. Delivery to Customer via email shall not be effective unless delivered to an email address expressly designated by Customer for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.

3. **Time of Delivery.** Any Documents sent to a party under the terms of Section 2 will be deemed effectively delivered to the receiving party on the date on which the email is transmitted, unless the sending party receives actual notice that the email was not delivered.

4. **Address Changes.**

Kubota and Customer agree to notify the other party immediately in the event of a change to a designated email address.

Acknowledged and Agreed: CITY OF DEADWOOD

By: _____

Name: CHARLIE STRUBLE-MOOK

Title: MAYOR, CITY OF DEADWOOD.

Date:

(additional signatures follow)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

LEASE AGREEMENT MUNICIPAL

Original Lessor (the "Original Lessor" or "Dealer") Lessee (the "Lessee")

Original Lessor/Dealer Name: BUTTE COUNTY EQUIPMENT		Lessee Legal Name: City of Deadwood	
Address: 11363 US HWY 212 BELLE FOURCHE SD 57717		Billing Address: 102 Sherman St Deadwood SD 57732-1309	
Phone Number: (605) 892-2230	Fax Number:	Phone Number: 605-920-3954	Fax Number:
Email Address:		Email Address: jessicca@cityofdeadwood.com	

The Lessee hereby leases the equipment and other property described below, together with all replacements, repairs and additions, if any (the "Equipment") from the Lessor (as that term is defined below) for the entire term of 48 months, commencing on the Effective Date (defined below) and expiring on 07/17/2030 or such later date if extended pursuant to Section 14(a) (the "Term" or "Lease Term"), and promises to pay the rent payments ("Rent") and other amounts (together with the Rent, the "Payments"), all pursuant and subject to the terms of this Lease Agreement, as detailed on this page and the other pages that follow (this "Lease").

Equipment Description (each listed item of Equipment, an "Item")

☐ See attached Schedule A for additional equipment

Make	Model	Description w/attachments	S/N	Hours at Inception	Excess Use Charge (per hour)	Equipment Cost
KUBOTA	SSV65HFRC	SSL H&F AC CAB/HYD QC/H	KBCZ131CTSG128453	4	\$ 30.21	\$ 49,750.00
					\$	\$
					\$	\$
					\$	\$

☐ Standard Payments:* Payments (including Rent \$ _____, and estimated Use Tax \$ _____) of \$ _____ each month; payable, in _____, on the _____ day of each of the _____ months during the Term (each, a "Payment Date"). First Payment Date: _____ Last Payment Date: _____	☒ Non-Monthly Payments:* 4 Payments (including Rent \$ 7,251.38, and estimated Use Tax \$ 0.00) of \$ 7,251.38 each 12 month period; payable, in Advance on the 17th day of each of the 12 month periods during the Term (each, a "Payment Date"). First Payment Date: <u>07/17/2026</u> Last Payment Date: <u>07/17/2029</u>	☐ Other Non-Standard Payments:* (See attached <u>Schedule B</u>) Payments (including Rent and estimated Use Tax), payable in _____ in the amounts and on each of the specified payment dates during the Term (each, a "Payment Date"); all as detailed on <u>Schedule B</u> (attached to and a part of this Lease). First Payment Date: _____ Last Payment Date: _____	Sales Tax: \$ 0.00 (Payable by lump sum with the Rent on the First Payment Date); or \$ 0.00 (Included in Capitalized Cost). Financed Premium: \$ NA (Included in Capitalized Cost). Financed Fees and Charges: \$ 310.00 (Included in Capitalized Cost).
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* The Payment terms referenced above contemplate, as indicated by an "X" in the applicable column, either (a) standard consecutive monthly payment terms ("Standard Payments"), (b) consecutive three (3), six (6) or twelve (12) month payment terms ("Non-Monthly Payments") or (c) other non-standard payment terms ("Non-Standard Payments").

Net Capitalized Amount: The "Net Capitalized Amount", where referenced in this Lease, shall be, with respect to all of the Equipment leased hereunder, \$26,460.00; which amount is calculated as (a) the sum of (i) the aggregate Equipment Cost for all of such Equipment, plus (ii) the aggregate of all of the financed Taxes, Financed Premiums, Financed Fees and Charges and such other fees, charges or amounts payable in connection with the Equipment or this Lease, and financed at Lessee's election (\$52,460.00; the "Capitalized Cost"), less (b) the aggregate amount of any and all trade-in allowances, down payments or other amounts received from or credited to Lessee in connection with the Equipment or this Lease (\$26,000.00; the "Capitalized Cost Reduction").

Excess Use Amount: For the purposes of calculating the "Excess Use Amount", if payable under Section 12, the "Excess Use Charge" is the per hour charge referenced above, and the "Annual Hours Limit" for each Item of Equipment is 300.

Purchase Option: If applicable under Section 14, the "Purchase Option Price" shall be: \$ 101.00.

Taxes: Lessee agrees to reimburse Lessor for any sales taxes paid by Lessor to acquire the Equipment in the amount referenced above as "Sales Tax". Such Sales Tax reimbursement shall be paid by Lessee either (as indicated above) (a) by Lessor's including such amount, plus interest, in the calculation of Capitalized Cost and Rent; or (b) by Lessee's paying such amount to Lessor together with the Rent on the First Payment Date. Lessee will remit to Lessor, together with the Rent on each Payment Date, the amount referenced above as "Use Taxes" (subject to adjustment to reflect changes in the related tax rates), to be applied by Lessor to pay any use taxes or similar taxes required to be paid to any taxing authority with respect to this Lease pursuant to applicable state law. Property tax will be billed annually and is due on invoice. Lessee shall be responsible for the payment of all Sales Taxes, Use Taxes, property taxes and other Taxes under Section 10.



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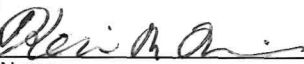
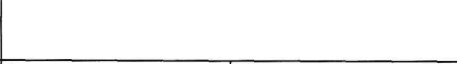
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Financed Premium: If Lessee elects to have Lessor obtain physical damage insurance covering the Equipment and reimburse Lessor for the related cost under Section 9, Lessor may require that the reimbursement be paid, together with interest, by including the amount referenced above (if any) as "Financed Premium" in the calculation of Capitalized Cost and Rent.

Financed Fees and Charges: Lessee agrees to reimburse Lessor for any charges or fees paid by Lessor to Dealer or any governmental authority on Lessee's behalf in connection with the lease or purchase of the Equipment, implementation costs, installation costs, labor or other service charges ("Dealer Charges"), and for any filing or titling fees or costs ("Governmental Fees"). Lessee also agrees to pay to Lessor an administrative fee ("Administrative Fee") to cover the credit, documentation and administrative costs incurred by Lessor relating to this Lease. Lessor may require that Lessee pay any such Dealer Charges, Governmental Fees and/or Administrative Fees, together with interest, by including the amounts referenced above as "Financed Fees and Charges" in the calculation of Capitalized Cost and Rent.

BY EXECUTING THIS LEASE AGREEMENT BELOW, LESSEE AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE.

Original Lessor/Dealer**Lessee**

Dealer Name: BUTTE COUNTY EQUIPMENT		Legal Name: City of Deadwood	
Signature: 		Signature: 	
Date: <u>7/19/26</u>		Date:	
Name: <u>Kevin A. Pereira</u>	Title: <u>Salesperson</u>	Name: Charlie Struble-Mook	Title: Mayor, City of Deadwood
Lessee Acceptance		Federal Tax ID#: 466000091	

The Equipment has been received, is in good working order and is satisfactory and acceptable, as more particularly provided below.

Signature:	Title:	Name:	Date:
	Mayor, City of Deadwood.	Charlie Struble-Mook	

ORIGINAL LESSOR'S ASSIGNMENT TO ASSIGNEE

For value received, and effective as of the date set forth below (the "Effective Date"), Original Lessor hereby sells, assigns and transfers to Kubota Credit Corporation, U.S.A. ("Assignee"), all of Original Lessor's right, title and interest in and to the Lease (including all related payments and other rights as Lessor), together with all of Lessor's right, title and interest in and to the Equipment described above (the "Assignment"). This Assignment shall be (as applicable): ☒ without recourse or ☐ with full recourse; the implications of such designations and other terms and conditions applicable to this Assignment are, solely as between Original Lessor and Assignee, set forth in the Retail Finance Agreement executed between Original Lessor and Assignee (the "RFA"). Without limiting the other provisions of the RFA, Original Lessor hereby represents and warrants to Assignee that: (a) the signatures of Original Lessor and its employees, and of the Lessee, affixed to the Lease are genuine, authorized and not fraudulent, and further, such individuals and/or business entities have the capacity and/or authority to enter into the Lease; and (b) to the best knowledge of Original Lessor (after due inquiry), the individuals or business entities signing the Lease will be the primary users of the Equipment. None of Dealer's obligations, responsibilities, duties or other liabilities (whether pursuant to any warranties or otherwise) relating to the Equipment are being conveyed to Assignee, and are expressly retained by Dealer.

Authorized Signature:		Effective Date:	
Name: Charlie Struble-Mook		Title: Mayor, City of Deadwood.	
Original Lessor's Legal Name: BUTTE COUNTY EQUIPMENT			



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LESSEE ACKNOWLEDGMENT

Lessee acknowledges the Assignment by Original Lessor to Assignee, and agrees, as of and after the Effective Date specified above, as follows:
(a) Lessee waives, and agrees not to assert against Assignee, any claim, defense, setoff, reduction, dispute, recoupment, counterclaim or other abatement of any kind or for any reason whatsoever which Lessee may have against Dealer or Original Lessor or any manufacturer or other Supplier of any Item of the Equipment; (b) all references in the Lease to "Lessor" shall mean Assignee for all purposes of the Lease, and Assignee will have all of the rights of Lessor under the Lease; (c) neither Dealer nor Original Lessor will have any rights or interests under or relating to the Lease or the Equipment; and (d) Lessee will comply with Section 4 and any other provisions of the Lease relating to the Assignment.

Authorized Signature:

Date:

Name: Charlie Struble-Mook

Title: Mayor, City of Deadwood.

BY SIGNING THIS LEASE, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS ON ALL PAGES OF THIS LEASE.

Terms and Conditions Follow



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Lease # 132327172

TERMS AND CONDITIONS

1. Lease. By entering into this Lease, Lessor leases to Lessee and Lessee leases from Lessor the Equipment, for the Term, Payments and subject to the terms and conditions of this Lease, as provided above and as further provided below. Any capitalized terms are defined above, or in the provisions below. **ONCE LESSOR ACCEPTS THIS LEASE, LESSEE MAY NOT CANCEL OR TERMINATE IT EXCEPT AS SET FORTH IN SECTION 25.**

2. Delivery and Acceptance: Lessee acknowledges and warrants to Lessor that Lessee's execution and delivery to Lessor of this Lease evidences that the Equipment: (a) has been received, inspected and determined to be in good working order and condition, fit for Lessee's purposes and in compliance with this Lease; and (b) is hereby unconditionally and irrevocably accepted under, and for all purposes of, this Lease.

3. Term and Payments. Except as set forth in Section 25: (a) the Term of this Lease shall commence on the Effective Date, and continue uninterrupted during the Term, and may not be earlier cancelled or terminated except as expressly provided below; (b) Lessee agrees to pay Lessor the full amount of every Payment and all other amounts payable under this Lease, without reduction or excuse, as and when it is due, and each Payment payable during the Term will be due on the applicable Payment Date, as set forth on the first page of this Lease, whether or not Lessee receives an invoice from Lessor; and (c) each Payment more than 10 days past due shall be subject to a late charge of the greater of 5% of the amount past due or \$25 (but not to exceed the maximum amount permitted by law), and in the event any check or other form of payment made by Lessee is returned, Lessee agrees to compensate Lessor for all associated costs by paying Lessor the lesser of \$30 or the maximum amount permitted by law. Such amount shall, as specified by Lessor, be paid on demand or be added to the Payments payable hereunder and Lessee promises to pay the resulting increase in the Payments, except as set forth in Section 25.

4. Net Lease; No Abatements. This Lease is a net lease. Except as set forth in Sections 14 and 25, Lessee's obligation to make Payments and pay and perform its other obligations under this Lease is absolute, irrevocable and unconditional and shall not be subject to any right of setoff, counterclaim, deduction, defense or other right Lessee may have (an "abatement") against Lessor, Original Lessor, Dealer, manufacturer, vendor or other supplier of the Equipment (including while any Equipment is being repaired or otherwise unavailable), or any other party, all of which Lessee waives as against Lessor. Except as set forth in Section 25, Lessee may not terminate this Lease prior to the end of the Term.

5. Disclaimer of Warranties. EACH ITEM OF EQUIPMENT LEASED UNDER THIS LEASE IS BEING LEASED "AS IS, WHERE IS"; AND LESSOR SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER WHATSOEVER; AND LESSEE HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY OF THE SAME, TOGETHER WITH ALL RIGHTS AND REMEDIES OTHERWISE AVAILABLE TO LESSEE PURSUANT TO UCC SECTION 2A-508 AND SECTION 2A-517 THROUGH AND INCLUDING SECTION 2A-522. If the Equipment is covered by warranties or other similar promises by the Dealer, manufacturer, vendor or other supplier (the "Supplier") for the benefit of Lessor, such warranties or promises shall be extended to the Lessee if automatically assignable (any of the same, "Warranties").

6. True Lease / Title and Security Interest. Lessee acknowledges and agrees that: (a) Lessor will have title to the Equipment, and this Lease is a true "lease", and a "finance lease", as those terms are defined in Article 2A of the applicable Uniform Commercial Code ("UCC"); (b) Lessee requested that Lessor acquire the Equipment from the Supplier so that Lessor could lease the Equipment to Lessee under this Lease as agreed by Lessee pursuant to Section 5. Lessor has disclaimed all related warranties, and Lessee will, instead, rely on any Warranties by the Supplier of such Equipment; (c) Lessee authorizes Lessor to prepare and file against Lessee a financing statement describing the Equipment and ratifies and approves any financing statement covering the Equipment that has been filed by Lessor on or prior to the Effective Date; and (d) although the parties intend this Lease to be a true lease, if this Lease is deemed at any time to create a security interest in the Equipment, then Lessee hereby grants Lessor a security interest in the Equipment as collateral to secure payment of all of Lessee's present and future obligations owed to Lessor under this Lease or any

other lease or financing agreement with Lessor, and Lessor shall be entitled to all rights and remedies of a secured party under the UCC.

7. Use, Maintenance, Etc. At its own cost, Lessee will: (a) keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted, and maintain it and repair any damage, each in accordance with the recommended practices and procedures of the manufacturer of the Equipment, including, as applicable, the recommended maintenance and service schedule(s) per the owner's manual and/or any maintenance agreement entered into between Dealer and Lessee, as applicable; (b) operate the Equipment in a careful manner and in compliance with all laws and regulations; (c) not modify, damage, abuse or misuse the Equipment, or sell, sub-lease, rent, abandon, transfer, or otherwise assign or dispose of any interest in the Equipment or this Lease; (d) keep the Equipment free of all liens, Taxes, encumbrances and seizure or levy; (e) not change the location of the Equipment without Lessor's advance written consent, and properly store it when not in use; and (f) restrict the Equipment's use to experienced and competent operators employed by Lessee, and only in the conduct of Lessee's business.

8. Risk of Loss. Lessee is responsible for any loss of or damage to the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until the time it is returned to Lessor. In the event of the theft, destruction or other total loss with respect to any Item of Equipment (a "Casualty"), this Lease shall terminate with respect to such Item and Lessee shall immediately pay to Lessor, in full, as compensation for Lessor's loss of that Item, the sum of: (a) any Payments then due and unpaid (including accrued interest), plus (b) the Acceleration Amount, plus (c) any related sales and other Taxes, costs, fees or other expenses, all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease. The "Acceleration Amount" means an amount equal to the aggregate amount of the remaining Payments during the Term, plus the anticipated residual value related to such Item (as determined by Lessor prior to entering into this Lease, and assuming that it is in the condition required upon return at the expiration of the Term), each discounted to present value at the Discount Rate. The "Discount Rate" means that certain discount rate that reflects the interest component, if any, used by Lessor when calculating the Payments and other economic terms when entering into this Lease (which discount rate may be zero if the Payments and other economic terms were not calculated by Lessor to include interest). If this Lease covers two or more Items, the amount of any Payments payable for an Item will be proportionate to the Net Capitalized Amount of that Item, compared to the Net Capitalized Amount of all of the Items leased under this Lease, in each case, as specified above. After a Casualty to one or more Items, and payment in full to Lessor of the amounts required by this Section 8, Lessor will recalculate the remaining Payments to reflect the payment of the Acceleration Amount. If Lessor determines that an Item can be economically repaired, Lessee must restore it to its original condition, at its expense, and if so restored and so long as no Default is then existing, Lessor shall remit to Lessee any insurance proceeds received by Lessor (net of any costs) in connection with such damage.

9. Insurance. Lessee shall purchase and maintain, at its expense, (a) standard all-risk type property damage insurance having a minimum coverage amount equal to the Equipment Cost for each Item of Equipment with a maximum deductible equal to \$1,000, naming Lessor as loss payee, and (b) liability coverage in an amount of at least One Million Dollars (\$1,000,000) naming Lessor as additional insured, against the risk of personal injury and physical damage arising out of or resulting from or because of the operation of the Equipment. The required coverages must be in a form and from an insurer satisfactory to Lessor, and Lessee shall keep such insurance in effect until it has fully paid and performed all of its obligations under this Lease. Lessee shall deliver evidence of such a paid-up policy or furnish other evidence of insurance satisfactory to Lessor as of the date of this Lease. It is understood that Lessor may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Lessee shall reimburse Lessor for the cost thereof, together with interest thereon at the rate of 5% per month or the maximum amount permitted by law from the date such insurance was purchased or provided by Lessor until paid. Such reimbursement amount and the interest thereon shall, as specified by Lessor, either be paid on demand or be added to the Payments, and Lessee promises to pay the resulting increase in the Payments. Except as may otherwise be separately agreed, Lessor shall not have any responsibility to Lessee for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Lessee may be



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or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Lessor or any insurance premium was included in the Payments. In no event shall any interest charge under this Lease exceed the maximum amount allowed by law. Lessee acknowledges that Lessor may make a profit on insurance purchased by Lessor.

10. Taxes. Lessee will pay all license and registration fees and all sales, use, excise, personal property and all other taxes and charges relating to the ownership, leasing, rental, sales, purchase, possession or use of the Equipment (collectively, "Taxes"). Lessor may agree to collect and remit to the taxing authorities certain Taxes (if specified above), and in that event, Lessee will promptly pay any such Taxes upon receiving Lessor's invoice, or if Lessee fails to pay any Taxes when due, Lessor may pay the Taxes, and Lessee will reimburse Lessor, upon demand, as an additional Payment, the amount paid by Lessor, together with interest at the Late Payment Rate (as defined below), from the date due until fully paid. Lessor may charge Lessee a fee for collecting and administering any such Taxes on Lessee's behalf and remitting them to the appropriate authorities.

11. Indemnity. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by it or any other person relating to the Equipment or this Lease, including by way of example, if arising from the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operations, use, return or disposition of the Equipment. To the extent permitted by applicable state law and subject to Section 25, Lessee agrees to defend, indemnify and hold harmless against, or pay or reimburse upon demand, Lessor and any of its assignees with respect to all related claims for losses, damages, penalties, harms, injuries or expenses ("Claims"). Lessee's obligations under this Section 11 for Claims arising during the Term shall continue even after the Lease has been canceled, terminated or expired.

12. Return. Upon the expiration, cancellation or termination of this Lease, Lessee shall return the Equipment to Lessor at Lessor's place of business, or such other place as is designated by Lessor, in the same condition as when delivered, ordinary wear and tear excepted, and in the condition required by Section 7 of this Lease, free of any lien, encumbrance or security interest claimed by any person, all at Lessee's sole cost and expense. Equipment shall be returned by Lessee with matching original manufacturer tires or tracks at 50% or more remaining life with no flat spots, chunking, broken side walls, visible steel cords or excessive cuts or damage. All electrical, mechanical, safety and emission control equipment shall be in proper working order and no malfunction indicator lights shall be illuminated. There shall be no frame damage, no engine smoking, no vibrations or leaks, hydraulics shall be 100% operational, booms straight and any pumps, motors, valves or cylinders should be in good operating condition. The exterior of the Equipment shall be in good condition with no dents larger than two (2) inches in diameter, scratches longer than six (6) inches that break the surface of the paint, holes, cracks, missing parts, or cracked glass. The interior of the Equipment shall be clean with no heavy soil or odors, with no holes, tears, burns or damage to any surfaces. Lessor or its third party agents may, at any time before or after a Default, enter any premises under Lessee's control to inspect the Equipment. Lessor may demand, and Lessee agrees to pay, on the date of return, with respect to each Item of Equipment any or all of the following amounts, if applicable: (a) an amount equal to the diminution in the Fair Market Value attributable to Lessee's failure to return such Item in the condition and manner described above, including if there are any missing or defective parts or accessories; and "Fair Market Value" means the fair market value of such Item on the return date, assuming that it was in the condition required by this Lease, as reasonably determined by Lessor relying on an independent resource, having a recognized industry reputation; (b) the Excess Use Amount, if any, calculated as provided below; and (c) irrespective of its condition, a disposition fee in an amount reasonably determined by Lessor, not to exceed \$195.00 for each power unit returned by Lessee. If the aggregate hours of actual usage of such Item during the Lease Term exceeds the Aggregate Hours Limit (any such excess, the "Excess Hours"), Lessee shall pay Lessor an "Excess Use Amount" equal to the Excess Use Charge (specified in the payments table) for each such Excess Hour. The Excess Use Amount payable with respect to any Item or Items shall not take into account, as a credit or other reduction, whether the aggregate hours of actual usage of any other Item or Items did not exceed the Aggregate Hours Limit for such Item or Items. The "Aggregate Hours Limit" is equal to the product of (i) the anticipated number of average annual hours of usage of such Item during the Lease Term (specified as the

"Annual Hours Limit" in the payments table), times (ii) the number of twelve (12) month periods, and any portion thereof, comprising the Lease Term.

13. Default and Remedies. Each of the following is a "Default" under this Lease, if Lessee: (a) fails to make any Payment or fails to pay any other obligation when due under this Lease or in any other agreement with Lessor or with any of their affiliates or related parties; (b) fails to perform or comply with any of its other obligations in this Lease, or makes any representation or warranty in or relating to this Lease that proves to be incorrect in any material respect when made; or (c) becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership or insolvency proceeding.

In the event of a Default, Lessor, at its option, may: (1) cancel or terminate this Lease; and/or without notice, enter any premises where any Item of Equipment may be and take possession of and remove such Item, together with replacements and accessories, or Lessor may require Lessee to assemble the property and make it available at a place designated by Lessor; (2) demand from Lessee the sum of: (A) the aggregate of (i) any Payments then due and unpaid (including accrued interest), plus (ii) an amount equal to (x) the Acceleration Amount, less, (y) if Lessor has recovered the Equipment, the sales proceeds received by Lessor in good and final funds from its sale of the Equipment, or if not yet sold, the fair market sales value of such Equipment in its existing condition (as reasonably determined by Lessor relying on an independent resource, having a recognized industry reputation), in either such case, net of any sales or other Taxes and any reasonable costs, fees or other expenses associated with the recovery, preparation for sale, marketing and disposition of such Equipment, all as reasonably determined by Lessor, plus (B) interest on such amounts accruing at the per annum interest rate not to exceed the lesser of 18% or the maximum amount permitted by law (the "Late Payment Rate"), plus (C) all related enforcement costs and expenses incurred by Lessor including reasonable attorneys' fees and collection agency fees and any other amounts as may be due and owing under this Lease. If Lessor takes possession of the Equipment, Lessor may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale on Lessee's premises or elsewhere and apply the net proceeds as it reasonably deems appropriate. Lessee agrees that if notice of sale is required by law to be given, ten (10) days' notice shall constitute reasonable notice. Lessee shall remain responsible for any amounts that remain due after Lessor has applied such net proceeds. The remedies provided by this Lease are not exclusive, but shall be cumulative and in addition to all other remedies in Lessee's favor existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately. In no event shall Lessor's recovery hereunder exceed the maximum recovery permitted by law. Waiver by Lessor of any Default shall not be deemed a waiver of any other Default.

14. Options. (a) At Expiration. If a Purchase Option is available (as indicated on the first page of this Lease), and provided no Default is then existing and Lessor receives the notice as and when required below, Lessee may purchase Lessor's rights, title and interests in all, but not less than all, of the Equipment on the last day of the Lease Term for the Purchase Option Price specified above, is in the condition required by Section 12.

Lessee shall provide written notice to the attention of Kubota Credit Corporation USA – Lease, P.O. Box 2046, Grapevine, TX 76099 (or to such other address designated in writing by Lessor), at least 90 days but no more than 180 days before the expiration of the Lease Term of its irrevocable election to either purchase or return all, but not less than all, of the Equipment in accordance with this Lease.

If Lessee exercises its option to purchase, Lessee shall pay to Lessor on the last day of the Lease Term the Purchase Option Price, in cash, together with any related sales and other Taxes, costs, fees or other expenses, as applicable and all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease; and after receiving all of such amounts, in good funds, Lessor will convey all of its rights, title and interests in the Equipment to Lessee without recourse, on an "AS IS, WHERE IS" basis and without any warranty, express or implied, from Lessor.

If Lessee either elects to return the Equipment by the required notice, or fails to timely notify Lessor of its election to either purchase or return the Equipment at the end of the Lease Term, Lessee must return the Equipment in accordance with Section 12, at its own cost, including by paying to Lessor any amounts required in Section 12. If any Item of Equipment is not returned on the expiration date in accordance with Section 12, (i) a Default shall be deemed to have occurred as of such date, (ii) Lessor may exercise its rights and re



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pursuant to Section 13 and (iii) Lessee shall remain responsible for all of its obligations with respect to such Item of Equipment until so returned or recovered by Lessor.

(b) **Early Termination.** Subject to Section 25, Lessee may elect, upon at least thirty (30) day's prior written notice to Lessor, to terminate this Lease with respect to all, but not less than all, of the Equipment on any scheduled Payment Date, during the Term. Lessee's right to terminate this Lease is subject to the full and timely satisfaction of the following conditions: (i) no Default may then be existing, (ii) Lessee shall have delivered all of the Equipment to Lessor in accordance with Section 12 of this Lease and (iii) Lessor shall have received the Termination Amount, in full and final funds. "**Termination Amount**" means the sum of: (A) any Payments then due and unpaid (including accrued interest), plus (B) an amount equal to the aggregate amount of the remaining Payments during the Term, discounted to present value at the Discount Rate, together with any related Taxes, costs, fees or other expenses, all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease. Any accrued or other obligations that have not been paid or performed shall survive any such termination.

15. Governing Law; Forum. The law of the state where the Lessee is located shall govern all matters relating to the validity, effect and enforcement of this Lease. Lessee hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Lease or any of the other related documents (collectively, "**Lease Documents**") may be instituted or brought in the state or federal courts of the state where the Lessee is located, as Lessor may elect, and by execution and delivery of this Lease, Lessee hereby irrevocably accepts and submits to, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of any such court, and to all proceedings in such courts.

16. Assignment; Further Assurances. Lessee confirms its acknowledgments and agreements provided above regarding the Assignment; and further confirms that, with respect to Dealer (whether as Dealer or Original Lessor): it is not the agent of Lessor; none of its representations or warranties or other agreements are binding on Lessor; and it does not have the authority to modify any term or provision of this Lease. This Lease and all of the other Lease Documents shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns (except that Lessee shall not assign, delegate or otherwise transfer any of their rights or obligations under any of the Lease Documents). From time to time, Lessee shall execute and deliver to Lessor, or any of its assignees, on demand and without limitation, such additional documents and will provide such additional information as Lessor, or any of its assignees, may reasonably require to carry out the terms of this Lease and be informed of Lessee's status and affairs.

17. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, warrants and covenants for Lessor's benefit and as of the date hereof and throughout the term of this Lease: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "**Code**"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which it is located; (c) Lessee is authorized to enter into and carry out its obligations under this Lease and every ancillary document delivered in connection with this Lease; (d) this Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing this Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function within the scope of Lessee's authority and shall only be used during the Lease Term by Lessee (and only to perform such function); (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 25, to include in its annual budget request, for submission to its governing body, any funds required to fulfill its obligations for each succeeding fiscal period during the Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with the Lease, the selection and acquisition of the Equipment; (i) all payments due and to become due during Lessee's current fiscal period hereunder are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under this Lease; (j) all financial information provided by Lessee is true and accurate and fairly

represents Lessee's financial condition; (k) Lessee has not failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, purchase or other similar agreement; (l) there is no litigation, pending or threatened that would materially adversely affect this Lease or Lessee's financial condition; and (m) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Lease is for Lessee's internal purposes only and not for resale.

18. Miscellaneous. This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of the Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. Lessee authorizes Lessor (or its agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to payment reporting agencies. To the extent permitted by law, Lessor may charge a fee to cover its documentation and investigation costs. In no event shall amounts chargeable by Lessor under this Lease exceed the maximum amount permitted by applicable law.

19. Waivers. LESSOR AND LESSEE IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS LEASE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS LEASE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. LESSOR AND LESSEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. LESSOR WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the UCC including but not limited to lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights it now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce our damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.

20. Counterparts; Facsimile and Electronic Copies. This Lease may be executed and accepted by Lessor in any number of counterparts, including facsimile, photographic or electronic mail counterparts. Lessee agrees that a copy of this Lease bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Lessee further agrees that it will not object to the admissibility of a copy of this Lease bearing a signature of Lessee into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Lease may be executed in more than one counterpart, Lessor may designate which of the tangible writings and/or electronic records evidencing this Lease may be possessed or controlled for the purposes of perfecting a security interest in "chattel paper" for the purposes of the UCC, and however so designated shall be determinative for such purposes.

21. USA PATRIOT ACT NOTICE. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH LESSEE THAT OPENS AN ACCOUNT. WHAT THIS MEANS: WHEN LESSEE OPENS AN ACCOUNT, LESSOR WILL ASK FOR THE BUSINESS NAME.



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

BUSINESS ADDRESS, TAXPAYER IDENTIFYING NUMBER AND OTHER INFORMATION OR DOCUMENTATION THAT WILL ALLOW LESSOR TO IDENTIFY LESSEE, SUCH AS ORGANIZATIONAL DOCUMENTS. FOR SOME BUSINESSES AND ORGANIZATIONS, LESSOR MAY ALSO NEED TO ASK FOR IDENTIFYING INFORMATION AND DOCUMENTATION RELATING TO CERTAIN INDIVIDUALS ASSOCIATED WITH THE BUSINESS OR ORGANIZATION.

22. Anti-Money Laundering / International Trade Law Compliance.

Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under this Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of this Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay this Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, Lessee's affiliates and subsidiaries, pledgors of collateral, all owners of the foregoing, and all of Lessee's brokers or other agents acting in any capacity in connection with this Lease; "**Reportable Compliance Event**" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

23. Government Purpose. Lessee acknowledges and agrees that, as the end-user of this Lease, any goods or services provided to Lessee by Lessor shall be used by Lessee solely for governmental purposes and not for private business or consumer purposes.

24. Electronic Statements. The parties intend to conduct business contemplated by this Lease by electronic means. Lessee hereby agrees, acknowledges and consents to receiving all invoices, statements, billings, notices, information and communications electronically in a manner so designated by Lessor, including, but not limited to, Lessor's preferred e-mail address; *provided, however*, that Lessee may request a paper copy of any of the foregoing be mailed to it at its address listed on this Lease. Delivery of all invoices, statements, billings, notices, information and communications shall be deemed delivered as of the date first electronically transmitted.

25. Non-Appropriation. Lessee is obligated to make the Payments under this Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. As of the date hereof

Lessee intends to (a) remit, and reasonably believe that funds in an amount sufficient to remit all Payments under this Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under this Lease, and the performance of its essential function during the scheduled Lease Term as reflected in this Lease, (b) do all things lawfully within Lessee's power to obtain and maintain funds from which the Payments under this Lease may be made, including making provision for such Payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges the decision whether or not to budget and appropriate funds or to extend the term of this Lease for any period beyond the original or any additional fiscal period is within the discretion of Lessee's governing body. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the Payments and other payments, if any, under this Lease following the then current fiscal period (an "**Event of Non-Appropriation**"), Lessee shall have the right to terminate this Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Payments for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject in accordance with Section 12 of this Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-Appropriation and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of this Lease beyond such then current fiscal period.

26. Public Records. Lessee shall comply with any applicable state/municipal public records statute/ordinance, including but not limited to any obligations to: (1) keep and maintain public records that ordinarily and necessarily would be required to be maintained in connection with any associated project; (2) provide the public with access to public records on the same terms and conditions and at the cost provided by any applicable state statute, or as otherwise provided by law; and (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law. Notwithstanding the foregoing, Lessee may withhold and/or mark certain business records, trade secrets and other proprietary information as confidential and any such information shall be excluded from public disclosure to the fullest extent permitted by applicable law.

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



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

MEMORANDUM

DATE: 7/15/2026
TO: Deadwood City Commission
FROM: Joel Ellis – Fire Chief
RE: Rescue 3 Repair

On July 3, while responding to an accident with injuries, the turbo on Rescue 3 failed, causing the apparatus to lose all power.

We are asking for permission to repair Rescue 3's turbo at White's Canyon Ford in the amount of \$7,819.10. This apparatus is vital to the safety of our community.

Thank you for your consideration of this matter.

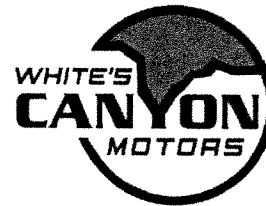
CUSTOMER #: DFD39

264269

Section 10 Item d.

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

INVOICE



White's Canyon Motors
2751 E. Colorado Blvd.
Spearfish, SD 57783
Phone: (605) 642-4400
Fax: (605) 717-9263
www.whitescanyonmotors.com

PAGE 3

HOME:605-578-1212 CONT:605-578-1212

BUS: 605-

ELL:

SERVICE ADVISOR: 97201 Marc Weimer

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	FORD F550	1FDUF5HTXGEC06690		3045/3090	T06690	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26AUG24 IS							
26AUG24 DD			17:00 15JUL26	RESCUE 3		CASH	15JUL26
R.O. OPENED		READY	OPTIONS: DLR:04869 ENG:6.7_Liter				
15:08 03JUL26		12:46 15JUL26					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
CUSTOMER PAY	SHOP	CHARGE	FOR	REPAIR ORDER			75.00

* THANK YOU FOR YOUR BUSINESS *
* *
* CASH _____ CHK _____ CC _____ CHARGE _____ FPR *
* *
* VISIT FORDOWNER.COM FOR REBATES *

Rescue 3 - Replacment of turbo
101-4221-425



Chad Lett
7/15/26

WJH
7/16/26

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.		*SHOP SUPPLY COSTS: We have added a charge equal to 9% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.		DESCRIPTION	TOTALS
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.		ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		LABOR AMOUNT	2824.00
				PARTS AMOUNT	4920.10
				GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				MISC. CHARGES *	75.00
				TOTAL CHARGES	7819.10
				LESS INSURANCE	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	7819.10

CUSTOMER #: DFD39

264269

Section 10 Item d.

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

INVOICE



White's Canyon Motors
2751 E. Colorado Blvd.
Spearfish, SD 57783
Phone: (605) 642-4400
Fax: (605) 717-9263
www.whitescanyonmotors.com

PAGE 2

HOME:605-578-1212 CONT:605-578-1212

BUS: 605-280-3439 CELL:

SERVICE ADVISOR: 97201 Marc Weimer

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	16	FORD F550		1FDUF5HTXGEC06690			3045/3090		T06690
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
26AUG24 IS									
26AUG24 DD			17:00 15JUL26		RESCUE 3		CASH	15JUL26	
R.O. OPENED		READY		OPTIONS: DLR:04869 ENG:6.7_Liter					
15:08 03JUL26		12:46 15JUL26							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

VISUAL BRAKE G/Y/R

CAUSE: PERFORM MULTI POINT INSPECTION, BATTERY TEST, VISUAL BRAKE
INSP., TIRE WEAR INSPECTION

99P VEHICLE HEALTH REPORT CARD 27 POINT INSPECT

BATT G/Y/R TIRE G/Y/R VISUAL BRAKE G/Y/R

7109 CCNT

0.00 0.00

GBATT BATTERY GOOD

7109 CCNT

0.00 0.00

GTIRE TIRES-CHECKED AND OK AT THIS TIME

7109 CCNT

0.00 0.00

GBK BRAKES-VISUAL CHECKED AND OK AT THIS TIME

7109 CCNT

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D** LUBE, OIL, FILTER - DIESEL 6.0L, 6.4L, 6.7L

CAUSE: Completed diesel oil change w/oil life reset, tire pressure
check, brake inspection, vehicle checkup, fluid top-off,
battery test, filter check, belts and hoses check.

32 LUBE, OIL, FILTER - DIESEL 6.0L, 6.4L, 6.7L

7109 CCNT

40.00 40.00

1 FL*2124*S KIT - ELEMENT & GASKET - OIL F

26.75

26.75 26.75

13 XO*10W30*BSD MOTORCRAFT SAE 10W-30 WSS-M2C1

4.25

4.25 55.25

PARTS: 82.00 LABOR: 40.00 OTHER: 0.00 TOTAL LINE D: 122.00

3045 PERFORM 6.7L DIESEL LUBE, OIL AND FILTER SERVICE.

E** FUEL FILTER REPLACE - 6.7L DIESEL

CAUSE: Replaced fuel filter elements, cleaned area, and verified fuel
filter life resets (if applicable)

24 FUEL FILTER REPLACE - 6.7L DIESEL

7109 CCNT

80.00 80.00

1 FD*4615* ELEMENT

95.00

95.00 95.00

PARTS: 95.00 LABOR: 80.00 OTHER: 0.00 TOTAL LINE E: 175.00

3045 REPLACE FUEL FILTERS.

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By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

***SHOP SUPPLY COSTS:**
We have added a charge equal to 9% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

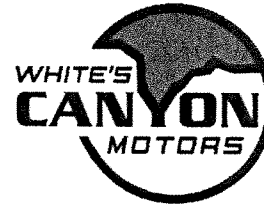
DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER #: DFD39

264269

Section 10 Item d.

INVOICE



White's Canyon Motors
2751 E. Colorado Blvd.
Spearfish, SD 57783
Phone: (605) 642-4400
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CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

PAGE 1

HOME: 605-578-1212 CONT: 605-578-1212

BUS: 605-280-3439 CELL:

SERVICE ADVISOR: 97201 Marc Weimer

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	16	FORD F550		1FDUF5HTXGEC06690			3045/3090		T06690
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
26AUG24 IS			17:00 15JUL26		RESCUE 3		CASH	15JUL26	
26AUG24 DD									
R.O. OPENED		READY		OPTIONS: DLR:04869 ENG:6.7 Liter					

15:08 03JUL26 12:46 15JUL26

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A AWS CHUGGING UP HILL. SMOKING FROM EXHAUST AND UNDER VEHICLE.

MISC Miscellaneous Concern:

7109 CCNT

1 BC3Z*6K682*B TURBOCHARGER ASY	2451.05	2704.00	2704.00
CORE CHARGE C		250.00	250.00
1 BC3Z*9T514*A KIT - HARDWARE	168.60	168.60	168.60
2 BC3Z*9439*C GASKET - INTAKE MANIFOLD	23.19	23.19	46.38
1 DC3Z*6A785*D SEPARATOR ASY - OIL DENVER	252.00	252.00	252.00
1 HC3Z*9E464*A GASKET	19.37	19.37	19.37
1 HC3Z*9D476*A GASKET	19.91	19.91	19.91
4 *W714852*S900 BOLT	27.00	27.00	108.00
1 BC3Z*8527*N RING - SEALING	33.30	33.30	33.30
1 BC3Z*9439*A GASKET - INTAKE MANIFOLD	31.98	31.98	31.98
1 BC3Z*9439*B GASKET - INTAKE MANIFOLD	15.97	15.97	15.97
2 BC3Z*9E464*F GASKET	15.71	15.71	31.42
1 BC3Z*6K775*B COOLER ASY - ENGINE CHARGE AIR	1076.16	1076.16	1076.16
6 *W711402*S900 NUT - ADJUSTING SCREW	21.60	21.60	129.60
4 *W714852*S900 BOLT	27.00	27.00	108.00
1 WA*13*SBA STRAP - WIRING	1.36	1.36	1.36

PARTS: 4743.10 LABOR: 2704.00 OTHER: 0.00 TOTAL LINE A: 7447.10

3045 CHECK FOR SMOKE FROM EXHAUST, POWER LOSS, NOISE FROM ENGINE.
FOUND ENGINE OIL IN EXHAUST, INSPECT FOR SOURCE OF OIL. TURBO TURBINE
AND COMPRESSOR WHEELS HITTING CENTER HOUSING, BEARINGS FAILED. REPLACE
TURBO ASSEMBLY, CHARGE AIR COOLER, CLEAN UPPER / LOWER INTAKE
MANIFOLDS AND CHARGE AIR COOLER TUBES. REPLACE ONE TIME PART BOLTS AND
SEALS AS PER WORKSHOP MANUAL. ROAD TEST VEHICLE, OPERATION OK.

B CK RATTLE NOISE UNDER VEHICLE

MISC Miscellaneous Concern:

7109 CCNT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C VEHICLE HEALTH REPORT CARD 27 POINT INSPECT BATT G/Y/R TIRE G/Y/R

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		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES *	
		TOTAL CHARGES	
		LESS INSURANCE	
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		SALES TAX	
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	
		PLEASE PAY THIS AMOUNT	

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
FTH GENERAL RE: 15 FOREST AVENUE
RETAINING WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," Adrian Newkirk, owner of 15 Forest Avenue, Deadwood, South Dakota, hereinafter referred to as "OWNER," and FTH General, with its principal place of business located at 40 Taylor Ave., Deadwood, South Dakota 57732, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 15 Forest Ave. in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

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

WHEREAS, OWNER is the owner of the property on which the retaining wall is situated;

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR and provides compensation in the amount of Eighty Four Thousand Nine Hundred and 00/100 Dollars (\$84,900.00);

WHEREAS, OWNER will pay ten percent (10%) of the bid and ten percent (10%) of the assessed valuation of the property in the amount of Thirty Seven Thousand Forty Seven and 00/100 Dollars (\$37,047.00), for the services set forth above. The City shall pay the remaining balance of

Forty Seven Thousand Eight Hundred Fifty Three and 00/100 Dollars (\$47,853.00) upon the following terms and conditions:

WHEREAS, for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 15 Forest Avenue;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by its project operations;
9. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice to Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. CONTRACTOR shall fully execute the work described in the Contract Documents;
11. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
12. CONTRACTOR shall comply with the following miscellaneous provisions:

- a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
13. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Signature pages to follow.

Dated this ____ day of _____, 2026.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2026.

OWNER:

Adrian Newkirk

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared Adrian Newkirk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Dated this ____ day of _____, 2026.

FTH General

By: _____
Marty Reynolds
Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared Marty Reynolds, the owner of FTH General and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____



04/08/26

Cost Estimate:

To: Adrian Newkirk

15 Forest Ave

Deadwood SD 57732

Dear Mr. Newkirk

We are pleased to provide you with an estimate for Retaining Wall Engineered by Albertson Engineering. Wall chosen will be cast in place concrete wall 85'x 6' with a concrete cap. Wall will be faced with Deadwood Stone. Also included in price is the replacement of existing stairs with new Concrete Steps.

Excavation	\$
5000.00	
85' Wall, Footing, Material, Labor	\$
21,250.00	
Deadwood Stone Veneer	\$
38,250.00	
85' Concrete Cap	\$
3,400.00	
Backfill	\$
5,000.00	
<u>Replace Stairway with 24 new steps and 2 Landings</u>	<u>\$ 12,000.00</u>
Total Cost from FTH	\$ 84,900.00 Plus
Tax	

Marty Reynolds 701-639-3864 martyreynolds401@gmail.com

President FTH General fthgeneral.com

GENERAL NOTES:

1. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
2. THE WALL(S) ARE DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER COMPLETED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE STRUCTURES AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING (AND ACCOMPANYING FOOTINGS), GUYS OR TIEDOWNS.
3. ADDITIONAL OBSERVATIONS AS A RESULT OF REJECTION OF WORK COMPLETED AND/OR ADDITIONAL OBSERVATIONS DUE TO DEFICIENCIES IN WORK OBSERVED WILL BE AT THE EXPENSE OF THE CONTRACTOR.
4. THE DESIGN OF THIS RETAINING WALL SHOWN IN THESE CONSTRUCTION DOCUMENTS IS FOR THE ONE TIME USE AT THE SPECIFIC ADDRESS REFERENCED IN THE TITLEBLOCK.

DESIGN CODES:

- 2021 INTERNATIONAL RESIDENTIAL CODE
- ACI 318-19 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY.
- ASCE 7-16 MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES.

DESIGN LOADS:

1. THE STRUCTURAL SYSTEMS FOR THE RETAINING WALLS HAVE BEEN DESIGNED BASED UPON THE FOLLOWING SOIL PARAMETERS.

EXISTING/RETAINED SOIL :
 $\phi = 24^\circ$
 $\gamma = 125 \text{ lb/ft}^3$
 $c = 0 \text{ lb/ft}^2$

IMPORTED CLEAN GRAVEL FILL :
 $\phi = 40^\circ$
 $\gamma = 135 \text{ lb/ft}^3$
 $c = 0 \text{ lb/ft}^2$
2. WALLS HAVE BEEN DESIGNED USING LATERAL EARTH PRESSURES BASED FROM SOIL PROPERTIES DESCRIBED ABOVE. CONTRACTOR SHALL PROVIDE BACKFILL MEETING THESE SOIL PARAMETERS.

FOUNDATIONS:

1. FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,500 PSF. ON EXISTING SOILS. WHEN FOOTING SUBGRADE IS EXPOSED, CONTACT CITY INSPECTION OFFICIAL TO DETERMINE IF ADDITIONAL GEOTECHNICAL TESTING IS REQUIRED. IF IT IS DETERMINED THAT ADDITIONAL TESTING IS REQUIRED, THE CITY WILL DIRECTLY HIRE A QUALIFIED THIRD PARTY GEOTECHNICAL ENGINEERING FIRM TO PROVIDE TESTING SERVICES. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY GEOTECHNICAL TESTING COST.
2. CONTRACTOR SHALL SCARIFY & RECOMPACT TOP 8" OF EXISTING SOIL BELOW FOOTING LEVELING PAD. RECOMPACT TO 98% STD PROCTOR @ $\pm 3\%$ OPTIMUM MOISTURE CONTENT.
DRAIN TILE:
 1. DRAIN TILE SHALL BE 4" PERFORATED PVC CONFORMING TO ASTM D 1784 AND ASTM D 2729.
 2. ALL FITTINGS SHALL BE PVC OR STYRENE.

GEOTEXTILE FABRIC:

1. FABRIC SHALL BE NON WOVEN US 205NW FABRIC AND SATISFY REQUIREMENTS PER AASHTO M-288, SURVIVABILITY CLASS 1.
2. FABRIC SHALL BE INSTALLED AT TOP HORIZONTAL AND BACK VERTICAL INTERFACE BETWEEN IMPORTED GRAVEL FILL AND ADJACENT SOIL.
3. CARE SHALL BE TAKEN BY CONTRACTOR AS TO NOT PUNCTURE FABRIC DURING INSTALLATION.

CLEAN ROCK IMPORTED FILL GRADATION:

1. WHERE CLEAN ROCK IS INDICATED IN PLANS, MATERIAL SHALL BE A CRUSHED LIMESTONE ROCK HAVING A MINIMUM OF TWO FRACTURED FACES AND MEET THE FOLLOWING GRADATION REQUIREMENTS BY DRY WEIGHT:

PASSING 1½" SIEVE :	100%
PASSING #200 SIEVE:	5% MAX
2. PLACE MATERIAL IN MAXIMUM 12" LIFTS AND COMPACT WITH HAND HELD EQUIPMENT ONLY.

PENETRATIONS:

1. NO PENETRATIONS SHALL BE MADE IN ANY STRUCTURAL MEMBERS OTHER THAN THOSE LOCATED ON THESE DRAWINGS WITHOUT PREVIOUS APPROVAL OF THE ENGINEER.
CONCRETE MIX DESIGN
1. CONCRETE MIX SHALL BE DESIGNED BY RECOGNIZE TESTING LABORATORY TO ACHIEVE A STRENGTH AT 28 DAYS AS SHOWN IN THE BELOW CONCRETE CURING STRENGTH SCHEDULE WITH PLASTIC AND WORKABLE MIX:

CONCRETE PROPERTIES				
LOCATION	28 DAY COMPRESSIVE STRENGTH	ENTRAINED AIR	SLUMP	MAX W/C RATIO
FOOTINGS	3,500 PSI	4.0% - 6.0%	5" ±1"	0.55
FND WALLS & ALL OTHER CONC	4,500 PSI	5.0% - 7.0%	4" ±1"	0.45

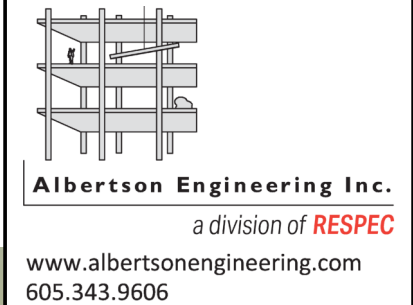
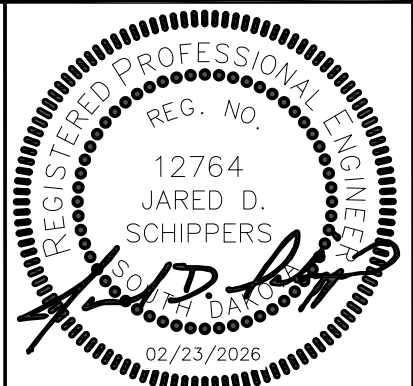
2. SUBMIT PROPOSED MIX DESIGN WITH RECENT FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE. MIX SHALL BE UNIQUELY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION. CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ASTM STANDARD C94 FOR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN STATED ABOVE, THE CONCRETE SHALL BE DISCARDED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE. ALL SLABS SHALL BE CURED USING CURING COMPOUND MEETING ASTM STANDARD C309 TYPE 1 AND SHALL HAVE A FUGITIVE DYE. THE COMPOUND SHALL BE PLACED AS SOON AS THE FINISHING IS COMPLETED OR AS SOON AS THE WATER HAS LEFT THE UNFINISHED CONCRETE. ALL SCORED OR BROKEN AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY. CALCIUM CHLORIDES SHALL NOT BE UTILIZED; OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.
3. CONCRETE SHALL UTILIZE TYPE II CEMENT AND SHALL HAVE A 20% MINIMUM CLASS II FLY-ASH CONTENT BY WEIGHT.
4. COARSE AND FINE AGGREGATES SHALL COMPLY WITH ASTM C33 AND ACI 302.1, CURRENT VERSIONS.
5. THE CONCRETE STRENGTHS SHOWN IN THE SECTION ABOVE AND IN THE SPECIFICATIONS ARE MINIMUM COMPRESSIVE STRENGTHS. THE ENGINEER SHALL DETERMINE IF THE CONCRETE IS ACCEPTABLE, OR TO BE REMOVED, OR TO RECEIVE SPECIAL CURING IF THE COMPRESSIVE STRENGTHS ARE LESS THAN SPECIFIED.
6. WATER REDUCING AGENTS MAY BE USED IN THE CONCRETE MIX. PLASTICIZERS AND SUPER-PLASTICIZERS MAY BE USED ONLY WHEN WRITTEN PERMISSION OF THE ENGINEER IS GIVEN.
7. NO SALTS OF ANY KIND MAY BE USED IN CONCRETE BEFORE OBTAINING THE ENGINEER'S WRITTEN PERMISSION FOR THEIR USE.

CONCRETE AND REINFORCING PLACEMENT:

1. ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 301 AND ACI 117.
 2. ALL REINFORCING STEEL TO BE ASTM A615, GRADE 60 (#4 AND LARGER), EXCEPT WHERE NOTED OTHERWISE. REINFORCING SHALL NOT BE WELDED.
 3. ALL REINFORCING STEEL BARS TO BE DETAILED AND PLACED IN ACCORDANCE WITH THE LATEST ACI MANUALS.
 4. LAP ALL REINFORCING SPLICES IN CONCRETE A MINIMUM OF 48 BAR DIAMETERS OR 24 INCHES, WHICHEVER IS GREATER, UNLESS NOTED OTHERWISE ON DRAWINGS (CLASS B SPLICE).
 5. PROVIDE CORNER BARS OF SAME BAR DIAMETER AS SPECIFIED FOR THE WALL, BEAM OR FOOTING. PROVIDE MINIMUM OF 40 BAR DIAMETER LAP FOR ALL CORNER BARS, UNLESS NOTED OTHERWISE.
 6. PROVIDE FOUNDATION DOWELS AS SHOWN. MINIMUM SIZE DOWELS TO BE #4, UNLESS OTHERWISE NOTED. ALL VERTICAL REINFORCING STEEL IN COLUMNS AND PIERS, OR VERTICAL REINFORCING IN WALLS, SHALL BE DOWELED INTO THE FOOTINGS WITH SAME SIZE AND QUANTITY DOWEL AS THE VERTICAL REINFORCING.
 7. REINFORCING STEEL SHALL RECEIVE CONCRETE COVER AS FOLLOWS:
- | <u>DESCRIPTION</u> | <u>MINIMUM COVER</u> |
|--|----------------------|
| CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH | 3" |
| EXPOSED TO EARTH OR WEATHER | |
| #6 THROUGH #18 BARS | 2" |
| #5 BARS OR SMALLER | 1½" |
| NOT EXPOSED TO EARTH OR WEATHER OR IN CONTACT WITH THE GROUND, SLABS AND WALLS | |
| #11 BARS OR SMALLER | ¾" |
| #14 AND #18 | 1½" |
| BEAMS AND COLUMNS | 1½" |
8. PROVIDE TWO (2) #5'S, ONE AT EACH FACE, UNLESS NOTED OTHERWISE, AROUND ALL OPENINGS GREATER THAN 12"x12" IN CAST-IN-PLACE CONCRETE. EXTEND REINFORCING 2'-0" BEYOND OPENING IN BOTH DIRECTIONS; CONTACT ENGINEER FOR ALL OPENINGS GREATER THAN 12"x12" FOR DESIGN.
 9. COLD WEATHER AND HOT WEATHER PROVISIONS OF ACI 306 AND 305 (CURRENT EDITIONS), RESPECTIVELY, SHALL BE MAINTAINED.

MODULAR BLOCK RETAINING WALL:

1. MODULAR BLOCK RETAINING WALL UNITS SHALL BE REDI-ROCK AS PRODUCED BY PETE LIEN & SONS.
2. REDI-ROCK WALL TEXTURE SHALL BE LIMESTONE OR LEDGESTONE, CONTRACTOR SHALL COORDINATE WITH OWNER AND CITY OF DEADWOOD
3. FREE DRAINING BACKFILL MATERIAL SHALL BE A CLEAN ROCK AS INDICATED. ORGANIC SOILS OR FROST SUSCEPTIBLE SOILS SHALL NOT BE USED WITHIN THE INDICATED AREA TAKEN FROM THE BACK FACE OF THE WALL.
4. WALL UNIT INSTALLATION SHALL BE AS PER THE MANUFACTURER'S INSTALLATION RECOMMENDATIONS. ONLY HAND-OPERATED PLATE COMPACTING EQUIPMENT SHALL BE USED WITHIN 3 FEET OF THE WALL TO ACHIEVE CONSOLIDATION COMPACT BACKFILL AS PER THE SDDOT STANDARDS.



CONSULTANT

PROJECT IDEN:

15 FOREST AVE
RETAINING WALL

AEI PROJECT NO 25-263
HEADWOOD, SOUTH DAKOTA

ISSUE BLOCK:

[illegible]

MANAGEMENT:

PROJECT NO: 25-263

DRAWN BY:

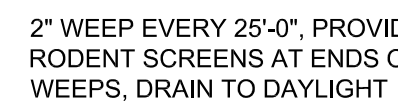
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SHEET TITLE:

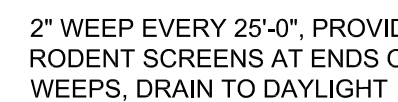
COVER SHEET

SHEET IDENTIFICATION:

\$000

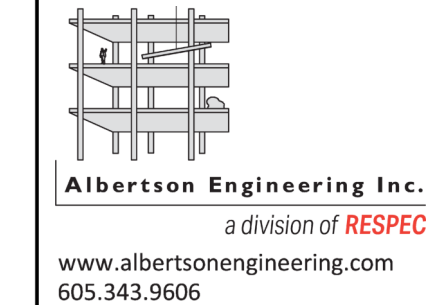


SCALE: 3/4" = 1'-0"



SCALE: 3/4" = 1'-0"

THE DETAILS SHOWN.



PROJECT IDEN:

AEI PROJECT NO 25-263
DEADWOOD, SOUTH DAKOTA

[illegible]

PROJECT NO: 25-263

CHECKED BY: JDS

NEW RETAINING WALL DETAILS

S200



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

Application No. _____

REQUEST FOR VARIANCE

Application Fee: \$200.00
$$x_5 = \$1,000.$$

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

Name of Petitioner: [REDACTED] Telephone: [REDACTED]

Address: [REDACTED] DEADWOOD SD 57732

Street City State Zip

Legal Description of Property: PLEASE SEE ATTACHED

Property Address: [REDACTED] _____
Street City State Zip

Description of Request: Boundary Line Adjustment on LOT 27, 28, 30
PECK ST SUBDIVISION 1948

Appeal from Section: _____

Signature of Applicant: mtz Date: 5-9-26

Signature of Property Owner: [Signature] Date: 5-9-26

Fee: \$ 1,000 Paid On 208762 Receipt Number 6/2/26

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

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

Reason for Denial (if necessary): _____

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



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

BOARD OF ADJUSTMENT STAFF REPORT REQUEST FOR VARIANCE

Staff Report

Date: July 20, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Variance

APPLICANT(S): Martin Reynolds

PURPOSE: Request for Variance

ADDRESS: 199 Cliff Street

LEGAL DESCRIPTION: Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE ¼ and the SE ¼ Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota

FILE STATUS: All legal obligations have been completed.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:

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

Surrounding Land Uses:

Residences
Comfort Inn; creek
Residences
Super 8 Hotel; highway

Request for Variance
199 Cliff Street
July 20, 2026

SUMMARY OF REQUEST

The applicant has applied for a variance to Ordinance Chapter 17.24.040(A)(2) Area and Bulk Requirements. (Minimum lot area for all new lots: five thousand (5,000) square feet).

FACTUAL INFORMATION

1. The property is currently zoned R1 - Residential.
2. The property is partially located within a flood zone, with the outer edge of the property located in a floodway.
3. The area is characterized by single-family homes along Peck Street and a mix of single-family homes and businesses along Cliff Street.

STAFF DISCUSSION

The applicants have submitted a Request for a Variance to Ordinance 17.24.040 (A)(2) – Area and Bulk Requirements. (Minimum lot area for all new lots: five thousand (5,000) square feet). According to the application, the boundary lines for five (5) new lots placed on the existing Lots 27, 28 and 30 will measure between 3,013 and 3,453 square feet each. A variance from the required five thousand (5,000) minimum lot area for all new lots is requested. The modest lot size is intended to allow for modest, and affordable, single-family housing.

COMPLIANCE:

1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 11-4-4.4.
2. A sign was posted on the property for which the 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 VARIANCE REQUESTS:

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:

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

Request for Variance

199 Cliff Street

July 20, 2026

To develop the property with affordable housing, the property owner is requesting lot sizes that meet the minimum lot area for nonconforming lots of record, which equates to two thousand five hundred (2,500) square feet.

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

The subject property is in zoning district R1 – Residential, and single-family homes are allowed within this zone as a use by right.

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

The proposed lots will measure approximately thirty-three (33) feet wide and one hundred (100) feet deep. This will allow for a proposed five (5) modestly sized single-family homes with garages to be built on the existing lot. The proposed configuration of the homes will allow for three (3) homes to face Peck Street and two (2) homes to face Cliff Street.

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

The granting of this variance is not anticipated to be injurious and/or detrimental to public welfare.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created, nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must result from the application of this title; it must be suffered directly by the property in question; and evidence of a variance granted under similar circumstances shall not be considered.

The current size and configuration of the existing lot would allow for three (3) traditional new lots. The proposed configuration will provide for an additional two (2) lots to be added.

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

Request for Variance
199 Cliff Street
July 20, 2026

The proposed variance will not impair light and air to adjacent properties, nor will it significantly increase the congestion in the public streets.

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

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

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

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

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

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

If approved, staff recommendations for stipulation(s):

1. Required permits and inspections will be completed to ensure compliance with building codes.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (Denied by Planning and Zoning Commission July 15, 2026).



Aerial photo of 199 Cliff 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

Section 10 Item g.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot $\times 5$ \$1,000.

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: [REDACTED] REYNOLDS

Address: [REDACTED]
Street City State Zip

Phone Number: [REDACTED] Email Address: [REDACTED]

Property Address: 199 CLIFF ST DEADWOOD

Property Owner: [REDACTED]

Property Owner Phone Number: [REDACTED]

Full Legal Description of Property: PLEASE SEE ATTACHED PECK ST SUBDIVISION
1948

Purpose of this Plat: ADD TWO ADDITIONAL LOTS FOR NEW HOMES

Summary of this Plat: _____

1. The following documents shall be submitted:

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

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

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

Signature of Owner/Applicant:  Date: 5-9-26

Staff Use Only

Fee: \$ 1,000 Paid On 6/2/26 Receipt Number 208762

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

Reason for Denial (if necessary): _____

Prepared By:

Nies Karras & Skjoldal, P.C.
 PO Box 759
 Spearfish, SD 57783
 (605) 642-2757

WARRANTY DEED

Deborah L. Brand was appointed Personal Representative of the **Estate of Richard L. Boyle** by the Clerk of the Circuit Court of Lawrence County, South Dakota, on December 23, 2025, and Letters of Personal Representative were issued on December 23, 2025, which Letters are unrevoked and remain in full force and effect; a copy of the Letters certified to the date of this deed or later is attached.

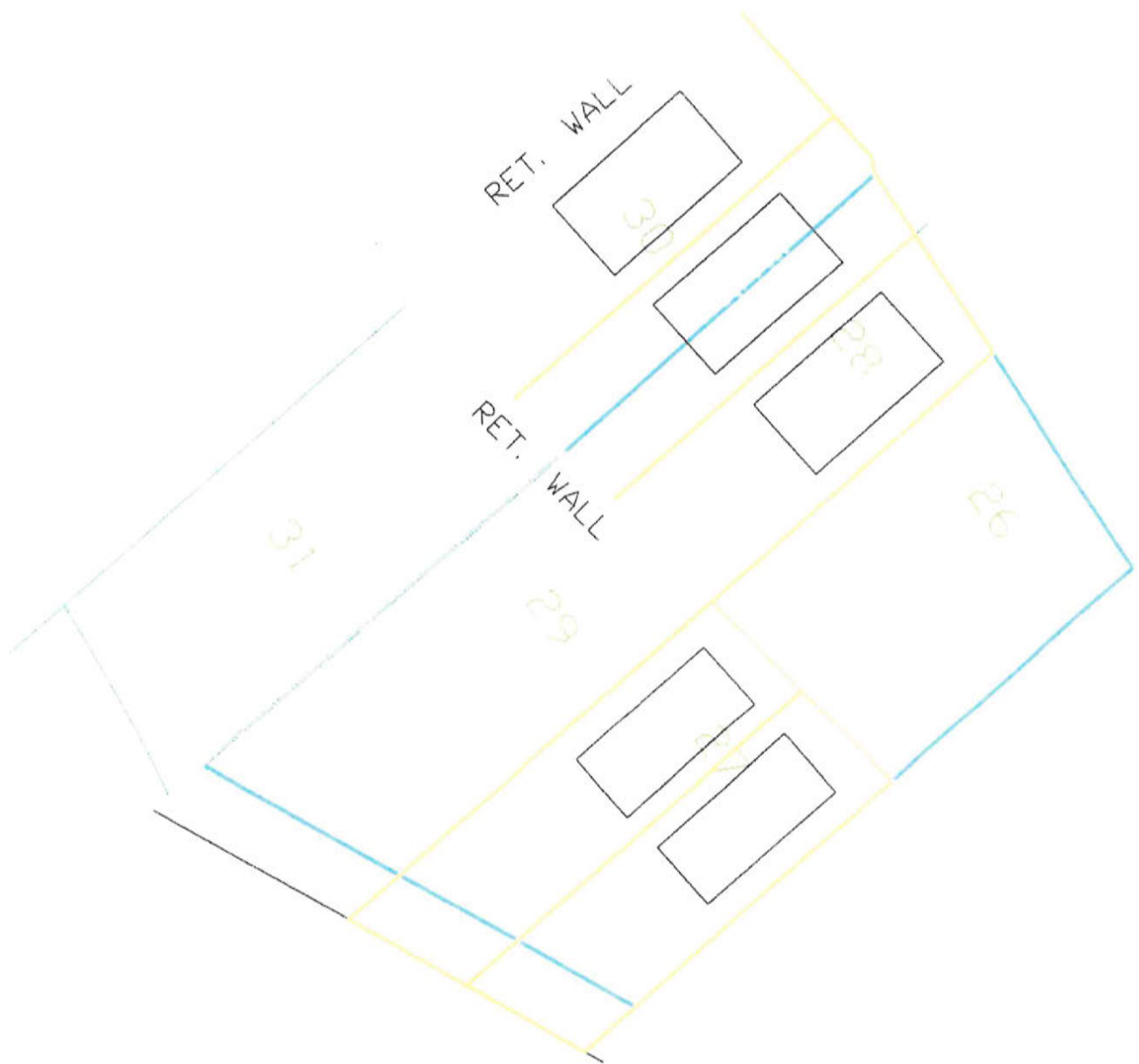
Deborah L. Brand as the duly appointed, qualified, and acting Personal Representative of the Estate of Richard L. Boyle, with a mailing address of 199 Cliff Street, Deadwood, SD 57732, Grantor, for valuable consideration, sells, conveys, transfers, assigns, and releases to **Martin Reynolds and Amanda Reynolds**, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of 40 Taylor Avenue, Deadwood, SD 57732, Grantees, all interest of the decedent and the estate of decedent now owned or hereafter acquired in the following described real estate in Lawrence County, South Dakota:

Lot 28, Lot 30, and Lot 31 in Peck's Garden Subdivision, being a portion of Probate Lots 138 and 327 within the Original Townsite of Deadwood, Lawrence County, South Dakota, as per Plat made by S.C. Berry on file in the Lawrence County Register of Deeds Office, Lot 31 being further described as a tract of land which faces Highway 85 with a 52.87' frontage, running back on the South boundary 110.74' thence East on the rear boundary 50 feet, thence North to Highway 85, a distance of 128.1', EXCEPTING therefrom Lot H-1 of Lot 31 deeded to the State of South Dakota as shown on the plat filed as Document No. 92-3018;

Lot 27 Pecks Garden Subdivision in the City of Deadwood, and vacated McDonald Street adjoining Lot 27, Lawrence County, South Dakota; and,

Lot 29 Pecks Garden Subdivision in the City of Deadwood, and adjoining vacated McDonald Street, Lawrence County, South Dakota, EXCEPTING therefrom Lot H-1 in a portion of McDonald Street adjacent to Lot 29,

subject to all covenants, conditions, restrictions, reservations, agreements, easements, and rights-of-way of record or expressly conveyed or reserved in prior grants or deeds by operation of federal or state law.





Aerial photo of 199 Cliff Street



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: July 20, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Martin Reynolds

PURPOSE: Create five (5) new lots from three (3) existing lots for the purpose of development.

ADDRESS: 199 Cliff Street

LEGAL DESCRIPTION: Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE ¼ and the SE ¼ Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

STAFF FINDINGS:

Surrounding Zoning:

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

Surrounding Land Uses:

Residences
Comfort Inn; creek
Residences
Super 8 Hotel; highway

SUMMARY OF REQUEST

The purpose of this plat is to subdivide three (3) existing lots into six (6) new lots for the purpose of building five (5) single-family homes on five (5) of the new lots. An existing structure will remain on one (1) of the lots.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. The combined lots will be comprised of 27,767 square feet $\pm$ which equates to 0.637 acres $\pm$.
3. The property is located within the 500-year and 100-year floodplains, with a small section sitting within the floodway.
4. Public facilities are available to serve the property.
5. The area is currently characterized by a mixture of single-family residential and uses.

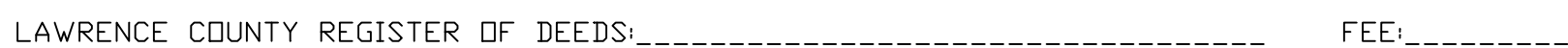
STAFF DISCUSSION

The subject property is owned by Martin Reynolds.

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 Board of Adjustment (Denied by Planning and Zoning Commission July 15, 2026).



<i>Date:</i>	<i>6/17/2026</i>
<i>Drawn By:</i>	<i>L. D. Vrem</i>
<i>Project No.:</i>	<i>26-169</i>
<i>Dwg. No.:</i>	<i>26-169.dwg</i>

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: July 20, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Chris Bergman

PURPOSE: Divide one (1) existing lots and create two (2) lots for the purpose of selling one (1) lot.

ADDRESS: 225 Cliff Street

LEGAL DESCRIPTION: Deadwood Gulch's of Fun Lot 1B and Lot 1C, being a portion of Deadwood Gulch Addition II. Formerly Deadwood Gulch's of Fun Tract 1, Lot AB10 in the US Highway 85 right-of-way in M.S. 107, lying adjacent to Deadwood Gulch's of Fun Tract 1, being a portion of Deadwood Gulch Addition II, and "lying adjacent to Deadwood Gulch's of Fun Tract 1" (Plat Doc #2017-4517 Surveyor's Affidavit of Correction Doc #2019-840), Lot AB1 in the US Highway 85 right-of-way. All located in the E ½ and SE ¼ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

STAFF FINDINGS:

Surrounding Zoning:

North: R1 - Residential
South: PF – Park Forest
East: PF – Park Forest
West: CH – Commercial Highway

Surrounding Land Uses:

Residences
Open Space
Open Space
Businesses

SUMMARY OF REQUEST

The purpose of this plat is to divide a single lot into two (2) lots for the purpose of selling the southernmost lot and developing it for future commercial use.

FACTUAL INFORMATION

1. The property is currently zoned CH – Commercial Highway.
2. Lot 1B will be comprised of 139,868 square feet $\pm$ which equates to 3.21 acres $\pm$.
3. Lot 1C will be comprised of 124,441 square feet $\pm$ which equates to 2.856 acres $\pm$.
3. The property is partially located within a 100-year floodplain and floodway.
4. Public facilities are available to serve the property.
5. The area is characterized by businesses along a highway setting.

STAFF DISCUSSION

The subject property is owned by Deadwood Land Company BHCI 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 Board of Adjustment (Approved by Planning and Zoning Commission July 15, 2026).

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



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

Section 10 Item h.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

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

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

Applicant: _____

Address: _____
Street City State Zip

Phone Number: _____ Email Address: _____

Property Address: _____

Property Owner: _____

Property Owner Phone Number: _____

Full Legal Description of Property: Deadwood Gulch's of Fun Tract 1 & Lots AB of Deadwood Gulch
Addition II. Plat 1999-04799

Purpose of this Plat: To Plat into two separate lots known as Deadwood Gulch's of Fun Lot 1A and
1B of Deadwood Gulch Addition II.

Summary of this Plat: Two lots created so they can be sold separate.

1. The following documents shall be submitted:

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

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

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- ☒ Land is identified with a new legal description for the transfer of the land.
- ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
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- ☒ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Hayinhu Date: 5-19-26

Staff Use Only

Fee: \$ _____	Paid On _____	Receipt Number _____
---------------	---------------	----------------------

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

Reason for Denial (if necessary): _____

Plat of
Deadwood Gulch's of Fun Lot 1B and Lot 1C, being a portion of Deadwood
Gulch Addition II.

Formerly Deadwood Gulch's of Fun Tract 1, Lot AB10 in the US Highway 85 right-of-way in M.S. 107, lying adjacent to Deadwood Gulch's of Fun Tract 1, being a portion of Deadwood Gulch Addition II, and "lying adjacent to Deadwood Gulch's of Fun Tract 1" (Plat Doc #2017-4517 Surveyor's Affidavit of Correction Doc #2019-840), Lot AB1 in the US Highway 85 right-of-way.

All located in the E1/2 and SE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD PLANNING & ZONING COMMISSION

State of South Dakota County of Lawrence City of Deadwood

Approved by the Planning and Zoning Commission of the City of Deadwood

on this _____ day of _____, 20_____.

Signed: _____
Chairman

Attest: _____
City Planner

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

Certification by the County Director of Equalization

_____(Director Name) that
he/she has received a copy of the plat.

Signed: _____
Lawrence County Director of Equalization

APPROVAL OF ACCESS BY HIGHWAY AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70.09.01.02.

SDDOT Highway Authority _____ Date _____

CERTIFICATE OF COUNTY TREASURER:

Certification by the County Treasurer _____

(Treasurer Name) that all _____ taxes, which are liens upon any land included in such plat, as shown by the records of his or her office have been fully paid.

Signed: _____
Lawrence County Treasurer

CERTIFICATE OF REGISTER OF DEEDS

State of South Dakota, County of Lawrence Filed for record

this _____ day of _____, 20_____,
_____ at o'clock _____ m., and recorded as Document No. _____.

Register of Deeds: _____

Fee: \$ _____

SURVEYOR'S NOTES

- 1) Basis of Bearings shown hereon are based upon grid north us state plane NAD83/2011 coordinate system south Dakota state plane coordinate zone north, determined by GPS observations.
- 2) Vertical Datum:
NAVD-88 DATUM
CSF: 0.99979062
GEOID: GEOID 18
UNITS: US SURVEY FEET
- 3) Per FEMA Map Panel 46081C0326F, the Property is Located in Zone X/0.2% ANNUAL CHANCE FLOOD HAZARD, and Flood Hazard Zones:AE & AE/FLOODWAY. Effective Date 04/17/2012.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	409.54'	14.48'	14.47'	N 87°43'50" E	2°01'31"
C2	554.01'	275.92'	273.07'	S 63°03'02" W	28°32'07"
C3	554.01'	78.69'	78.62'	N 44°13'38" E	8°08'17"
C4	551.34'	96.27'	96.14'	N 35°20'38" E	10°00'15"
C5	546.95'	314.86'	310.53'	N 11°23'19" E	32°58'58"

LINE	BEARING	DISTANCE
L1	S 28°40'51" W	20.77'
L2	S 61°26'17" E	14.73'
L3	N 08°10'04" W	6.24'
L4	N 08°11'13" E	2.80'
L5	N 40°09'29" E	9.35'
L6	S 18°39'17" W	25.79'
L7	N 11°26'13" W	3.62'
L8	N 79°38'11" E	43.52'
L9	S 83°47'46" E	42.75'
L10	N 45°13'36" W	44.53'
L11	N 50°40'06" E	29.44'
L12	S 67°16'57" E	85.41'
L13	N 22°43'03" E	30.00'
L14	N 22°43'03" E	30.00'
L15	S 67°16'57" E	83.91'

Major Drainage Easement

All major drainage easements shown hereon shall be kept free of all obstructions including, but not limited to, buildings, walls, fences, hedges, trees, and shrubs. These easements grant to all public authorities the right to construct, operate, maintain, inspect, and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

CERTIFICATE OF SURVEYOR

I, _____ (surveyor name), A Registered Land Surveyor in the State of South Dakota, on the basis of my knowledge, information and belief, certify to the above Owner(s), that at the request of said Owner(s), the survey represented by this plat was made under my supervision, on the ground to the normal standard of care of Professional Land Surveyors practicing in the State of South Dakota. This survey does not constitute a title search to determine ownership easements of record as performed by myself or by Baseline Surveying, INC.

Name _____ RLS # _____ Date _____

CITY OF DEADWOOD COMMISSION

State of South Dakota County of Lawrence City of Deadwood

Approval of the Plat is hereby granted by the City of Deadwood Commission, South Dakota

on this _____ day of _____, 20_____.

Signed: _____
Mayor

Attest: _____
City Finance Officer

OWNERSHIP CERTIFICATE

We do hereby certify that we are the owner(s) _____ or/are the landowner's duly authorized agent(s) of all land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the

purposes _____ (indicated herein), and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

Owner _____

Owner _____

Acknowledgment:

State of _____ }

County of _____ }

On this _____ day of _____, 20_____, before me,

_____ (notary name) the undersigned officer,

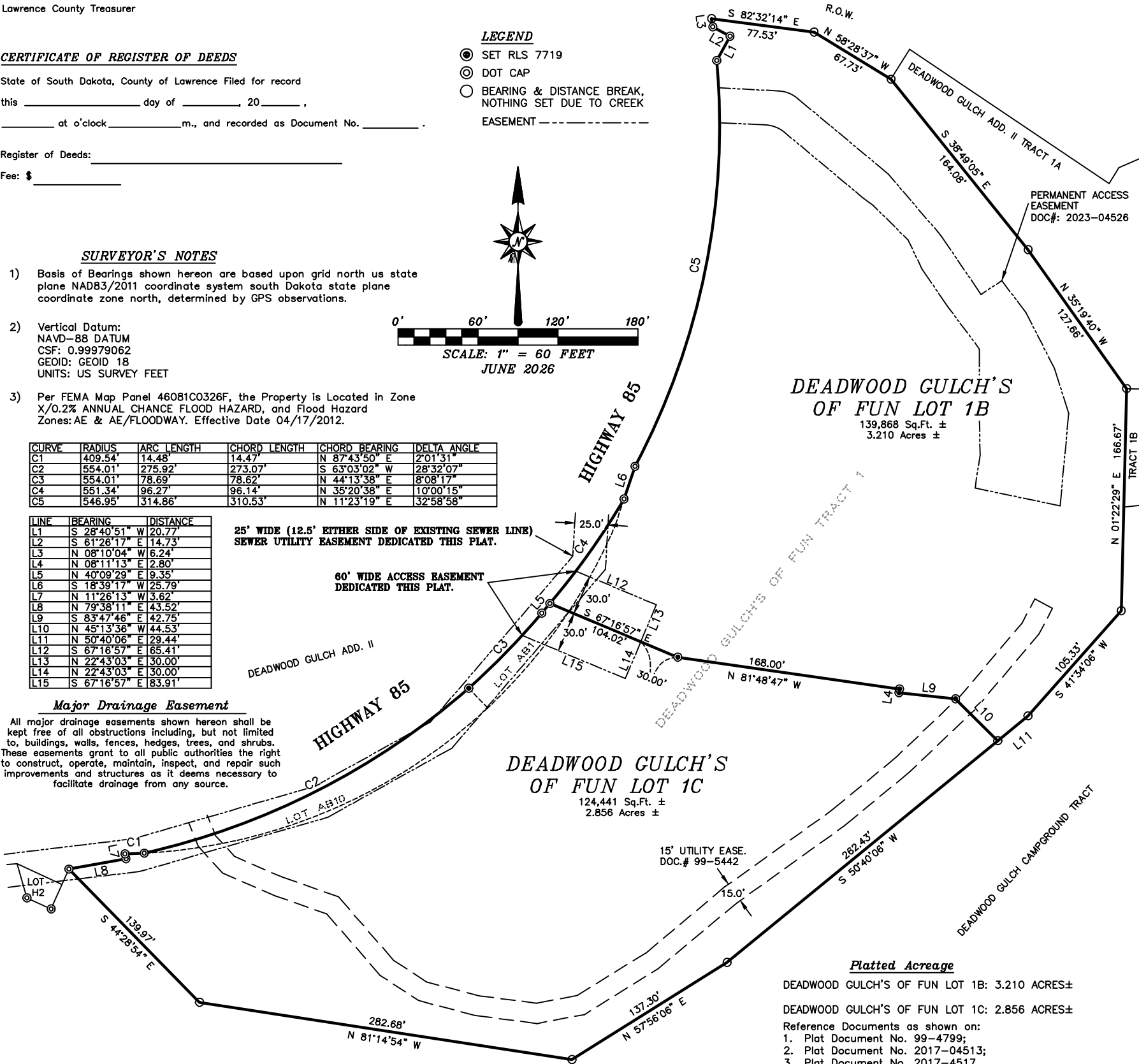
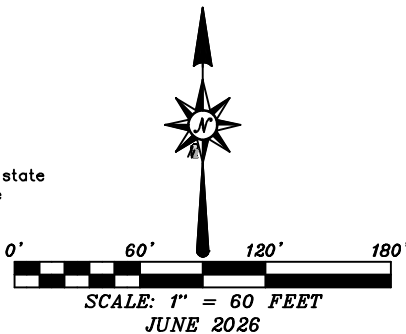
personally appeared _____ (owner name), known to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes therein contained. In witness thereof, I have hereunto set my hand and official seal.

My commission expires: _____

Notary Public

LEGEND

- SET RLS 7719
- DOT CAP
- BEARING & DISTANCE BREAK, NOTHING SET DUE TO CREEK EASEMENT



Platted Acreage

DEADWOOD GULCH'S OF FUN LOT 1B: 3.210 ACRES±

DEADWOOD GULCH'S OF FUN LOT 1C: 2.856 ACRES±

Reference Documents as shown on:

1. Plat Document No. 99-4799;
 2. Plat Document No. 2017-04513;
 3. Plat Document No. 2017-4517
 4. Affidavit of Scrivener's Error as recorded in Document No. 2019-00840.
- as recorded at the Lawrence County Register of Deeds Office.

Preliminary Plat of
Deadwood Gulch's of Fun Lot 1B and Lot 1C, being a portion of Deadwood
Gulch Addition II.

Formerly Deadwood Gulch's of Fun Tract 1, Lot AB10 in the US Highway 85 right-of-way in M.S. 107, lying adjacent to Deadwood Gulch's of Fun Tract 1, being a portion of Deadwood Gulch Addition II, and "lying adjacent to Deadwood Gulch's of Fun Tract 1" (Plat Doc #2017-4517 Surveyor's Affidavit of Correction Doc #2019-840), Lot AB1 in the US Highway 85 right-of-way.
All located in the E1/2 and SE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD PLANNING & ZONING COMMISSION

State of South Dakota County of Lawrence City of Deadwood
Approved by the Planning and Zoning Commission of the City of Deadwood
on this _____ day of _____, 20____.

Signed: _____
Chairman

Attest: _____
City Planner

CITY OF DEADWOOD COMMISSION

State of South Dakota County of Lawrence City of Deadwood
Approval of the Preliminary Plat is hereby granted by the City of
Deadwood Commission, South Dakota
on this _____ day of _____, 20____.

Signed: _____
Mayor

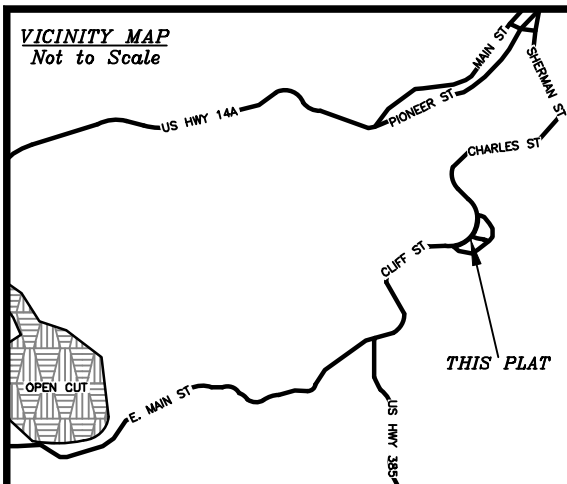
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City Finance Officer

SURVEYOR'S NOTES

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- 2) Vertical Datum:
NAVD-88 DATUM
CSF: 0.99979062
GEOID: GEOID 18
UNITS: US SURVEY FEET
- 3) Per FEMA Map Panel 46081C0326F, the Property is Located in Zone X/0.2% ANNUAL CHANCE FLOOD HAZARD, and Flood Hazard Zones: AE & AE/FLOODWAY. Effective Date 04/17/2012.
- 4) Fire District: Deadwood
- 5) School District: 40-1
- 6) Current Zoning: Commercial Highway
- 7) Current Setbacks: Ordinance 17.40.040
Principal Buildings: 15' Front, 10' Sides & 5' Back.
Accessory Buildings: 15' Front, 5' Sides & 5' Back.
- 8) Sanitary & Road District: City-Lead/Deadwood
- 9) Postal Code: 57732

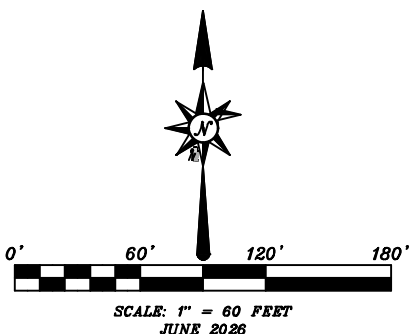
Shanon E. Vasknetz
Registered Land Surveyor No. 7719

VICINITY MAP
Not to Scale



LEGEND

- SET RLS 7719 ●
DOT CAP ○
BEARING & DISTANCE BREAK, ○
NOTHING SET DUE TO CREEK
WATER VALVE ○
WATER CURB STOP W
SEWER MANHOLE S
EASEMENT ---
STRM-LIN ---
SEWER ---S---S---
MDU ---G---G---
WATER ---W---W---
OHP ---OHP---OHP---
UDP ---E---E---
COMM ---T---T---
CONCRETE [Pattern]



Major Drainage Easement

All major drainage easements shown hereon shall be kept free of all obstructions including, but not limited to, buildings, walls, fences, hedges, trees, and shrubs. These easements grant to all public authorities the right to construct, operate, maintain, inspect, and repair such improvements and structures as it deems necessary to facilitate drainage from any source.

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L13	N 22°43'03" E	30.00'
L14	N 22°43'03" E	30.00'
L15	S 67°16'57" E	83.91'

25' WIDE (12.5' EITHER SIDE OF EXISTING SEWER LINE)
SEWER UTILITY EASEMENT DEDICATED THIS PLAT.

60' WIDE ACCESS EASEMENT
DEDICATED THIS PLAT.

DEADWOOD GULCH ADD. II

HIGHWAY 85

DEADWOOD GULCH'S
OF FUN LOT 1C
124,441 Sq.Ft. ±
2.856 Acres ±

DEADWOOD GULCH'S
OF FUN LOT 1B
139,868 Sq.Ft. ±
3.210 Acres ±

MAIN BUILDING

RETAINING WALL

VAULT

PEDESTAL

TRANSFORMER

TRANSFORMER

EX. BUILDING

EX. BUILDING

VAULT

PEDESTAL

TRANSFORMER

TRANSFORMER

EX. BUILDING

EX. BUILDING

VAULT

PEDESTAL

TRANSFORMER

TRANSFORMER

EX. BUILDING

EX. BUILDING

VAULT

PEDESTAL

Platted Acreage

DEADWOOD GULCH'S OF FUN LOT 1B: 3.210 ACRES±

DEADWOOD GULCH'S OF FUN LOT 1C: 2.856 ACRES±

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 2. Plat Document No. 2017-04513;
 3. Plat Document No. 2017-4517
 4. Affidavit of Scrivener's Error as recorded in Document No. 2019-00840.
- as recorded at the Lawrence County Register of Deeds Office.

DOT-166

Application for Highway Access Permit

South Dakota Department of Transportation

Bergman.construction.llc@gmail.com

Permit Application (to be completed by applicant).	Instructions: Please contact the local South Dakota Department of Transportation office to determine what supporting documents must accompany this application. Please submit a separate application and supporting documentation for each access requested. Attach additional sheets as necessary. Please print or type. Owner and applicant agree to comply with special and standard conditions if access permitted.																																		
	Property Owner: Name(s): <u>Chris Bergman</u> Mailing Address: <u>PO Box 665</u> City, State, Zip: <u>Sturgis, SD 57785</u> Daytime Phone: <u>605-490-8430</u>	Applicant (if different from Owner): Name(s): <u>Chris Bergman</u> Mailing Address: <u>PO Box 665</u> City, State, Zip: <u>Sturgis, SD 57785</u> Daytime Phone: <u>605-490-8430</u>																																	
	Property to be Served by Approach: County: <u>Lawrence</u> Section: Township: Range: Or Subdivision: Block/Lot: Street Address: <u>225 Cliff Street</u> City: <u>Deadwood, SD</u>	State Highway to be Accessed by Approach: State Highway Number: <u>85</u> Access would be <u>1100</u> feet (north, south, east or west) from <u>Burlington St.</u> (nearest cross street).																																	
	Land Use of Property to be Served (check one): ☐ Agricultural: acres served _____ ☒ Business: type <u>Corn wash</u> total square footage of buildings: <u>6000</u> number of employees <u>2</u> ☐ Residential: number of single-family dwellings _____, or number of multi-family dwellings _____ ☐ Other: describe _____	Type of Permit Requested (check one) ☒ New approach ☐ Change in use ☐ Temporary access ☐ Improve existing access ☐ Relocate existing access ☐ Remove existing access Requested Approach Width (circle one) 24' 30' 36' <u>40'</u>																																	
	Local Government Reviews: County: _____ Municipality: _____ Comments: _____ Concurrence signature: _____ Date: _____ Concurrence signature: _____ Date: _____																																		
	Estimated Date of Construction: <u>10/1/26</u>																																		
	I, the undersigned, request permission to construct or modify an access approach subject to the rules and regulations set forth in SDCL 70:09.																																		
	Signature of Applicant: <u>[Signature]</u> Date: <u>6/18/26</u>																																		
	Signature of Owner (if different than applicant): _____ Date: <u> / / </u>																																		
	Permit Decision (to be completed by SDDOT).	Supporting Materials Required: (Required) (Received) <table border="0"> <tr> <td>☐</td> <td>Access Approach Design</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Vicinity Map</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Traffic Volumes</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Three Copies of Site Plan</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Traffic Control Plan</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Proof of Liability Insurance</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Detailed Development Plan</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Drainage Plan</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Traffic Impact Study</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Revegetation Plan</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Other</td> <td>☐</td> </tr> </table>		☐	Access Approach Design	☐	☐	Vicinity Map	☐	☐	Traffic Volumes	☐	☐	Three Copies of Site Plan	☐	☐	Traffic Control Plan	☐	☐	Proof of Liability Insurance	☐	☐	Detailed Development Plan	☐	☐	Drainage Plan	☐	☐	Traffic Impact Study	☐	☐	Revegetation Plan	☐	☐	Other
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☐	Revegetation Plan	☐																																	
☐	Other	☐																																	
Received by SDDOT: Date: <u>6/20/26</u>																																			
Decision: (to be made after Application Review) ☒ Access Approved ☐ Access Approved with Variance: _____ ☐ Access Denied																																			
Terms and Conditions of Approval (or Reason for Denial) <u>See attached special conditions, standard plates and typical sections for all that apply.</u> Access Must be Constructed By <u>08/24/2026</u>																																			
SDDOT Area Engineer Signature: <u>[Signature]</u> Date: <u>6/24/2026</u>																																			
SDDOT Area: Area Office: <u>RC</u> Contact Person: <u>Steve Wiege</u> Contact Phone: <u>394-1644</u> Permit Number: _____																																			

Distribution: Original – Owner; Copies – Access Management, Area Office

v.10/2005

cc. C. ty of Deadwood. Loanie Stablen

DOT-166

SDDOT Highway Access Permit Application Review Sheet (to be completed by SDDOT)			
Highway Access Classification: (check one) ☐ Expressway ☐ Free Flow Urban ☐ Intermediate Urban ☐ Urban Developed ☐ Urban Fringe ☐ Rural		Highway <u>85</u> MRM + Displacement <u>26 + 67</u> Left ☐ Right ☒ Average Daily Traffic _____ Accidents (three years) _____	
Highway Alignment to Left of Access (as seen when standing on access) ☐ Straight ☒ Turns left ☐ Turns right ☐ Flat ☒ Slopes up ☐ Slopes down Stopping Sight Distance: <u>763</u> ft. Entering Sight Distance: <u>763</u> ft. Posted Speed Limit: <u>25</u> mph ☐ 0-3% grade ☒ 3-5% grade ☐ >5% grade		Highway Alignment to Right of Access (as seen when standing on access) ☐ Straight ☒ Turns left ☐ Turns right ☐ Flat ☒ Slopes up ☐ Slopes down Stopping Sight Distance: _____ ft. Entering Sight Distance: <u>379</u> ft. Posted Speed Limit <u>25</u> mph ☐ 0-3% grade ☒ 3-5% grade ☐ >5% grade	
Significant Design and Potential Impact Considerations (check all that apply and explain checked items):			
☒ Sidewalks or Bike Paths ☒ Curb & Gutter ☐ On-Street Parking ☐ Shoulder Width ☐ Historical Resources ☐ Surface Drainage ☐ Drainage Structures ☐ Major Structures ☐ Guard Rail ☒ Above-Ground Utilities ☐ Railroad Tracks ☐ Distance to Nearby Streets, Both Directions ☐ Distance to Nearby Driveways, Both Directions ☐ Others Streets with Access or Available Access ☐ Traffic Control Devices or Relocation Needed ☐ Median Crossovers			
Explain impact on design: Curb & Gutter to have ADA requirements Decorative light pole on edge of approach & if not move Access will not align with Access across the road.			
SDDOT Region Traffic Engineer Review (optional): Comments: Signature: _____ date: ____/____/____		SDDOT Access Management Review (optional): Comments: Signature: _____ date: ____/____/____	
APPROACH DESIGN SKETCH See Attached map		List Attachments: ☐ Driveway details ☐ Culvert details ☐ Mailbox details ☐ Fencing details ☐ Cattle guard ☐ Sidewalk details ☐ Median crossovers ☐ Recreation paths ☐ Rail crossings ☐ Auxiliary lanes ☐ Storm sewer ☐ Pavement ☐ Curb & gutter ☐ Traffic Control ☐ Sign/signal/markings ☐ Other	
SDDOT Review Performed by: <u>Steve Wieg</u>		Date: <u>6/22/26</u>	

State Highway Access Approach Permit Standard Conditions

When this permit was issued, the Department made its decision based in part on information submitted by the applicant, what alternative access to other public roads and streets was available, the operation of the highway and safety and design standards. Changes in access approach use or design not approved by the Department may cause the revocation or suspension of the permit. The permittee is responsible for the costs of construction, maintenance, and removal (if necessary) of the approach.

PERMIT EXPIRATION

A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one-year extension from the Department. Only one extension may be granted. Any request for an extension must be in writing and submitted to the Department before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures.

CONSTRUCTION

1. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. Only clean fill material may be used for construction. Rubble and organic materials are prohibited. Permittee is responsible for salvaging and replacing topsoil, erosion control and revegetation of access.
2. The permittee shall notify the Area Office at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until the access permit is issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from the initiation of construction within the highway right-of-way. One construction time extension may be requested from the Area Engineer. The permittee shall also notify the Area Office two days prior to substantial completion of the access construction.
3. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair any traffic control device or public or private utility for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair. Utilities are responsible for salvaging and replacing topsoil and must have an approved erosion control and revegetation plan. A final inspection must be held with the utility at the completion of the work.
4. The Department and the local government may inspect the access during construction and upon completion of the access to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during and after construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the Department and included in the permit. The Department may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials.
6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices as required by state statute.

7. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence.
8. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of the construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.
9. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.
10. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the permit terms and conditions. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property that will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the Department to determine if a new access permit and modification to the access are required.
2. When an access is constructed or used inconsistent with the terms and conditions in violation of the permit, the Department may summarily suspend an access permit and immediately order closure of the access.

MAINTENANCE

The permittee shall be responsible for the repair and maintenance of the access beyond the edge of the roadway including:

- (1) surfacing ,
- (2) curb and gutter,
- (3) cattle guard and gate,
- (4) vegetation control,
- (5) removal or clearance of snow or ice upon the access even though deposited on the access in the course of department snow removal operations,
- (6) repair and replacement of any access-related culverts of 36 inch diameter or smaller within the right-of-way in unincorporated areas,
- (7) obtaining department approval for all culvert repairs, drainage repairs, resurfacing, and changes in access design or configuration, and
- (8) all other maintenance required for continued safe and satisfactory operation of the access point.

The department shall perform no maintenance of access points, except:

- (1) modification of access point as necessary to meet adjacent highway reconstruction, as determined by the department,
- (2) access surface maintenance only when the department performs similar type maintenance on the highway at the access,
- (3) maintenance of new approaches required for construction under §31-24-1 and §31-24-2.
- (4) culvert cleaning in unincorporated areas, and
- (5) repair and replacement of culverts larger than 36" diameter in unincorporated areas.

In the event that the permittee fails to maintain an access point, the department may declare the negligently maintained access point a public nuisance, and upon notice to the permittee, may correct maintenance deficiencies at cost to the owner.

DOT-166

Access Approach Construction Inspection Form South Dakota Department of Transportation

To: (person who will conduct field inspection)

After completion, return form to person/office:

address

address

Address/zip

The assigned field inspector is to complete this form for each newly completed access and return the form as noted in the upper right. This form is to confirm installation of an access. If during construction, the inspector should determine problems, such as poor traffic control, materials, or failure to adhere to the permit, they are to order the problems corrected, work may be shut down if necessary, and/or area office contacted for direction. All construction shall be completed within 45 days unless extension granted in writing by Area Engineer.

Permittee name and phone:

Access location:

Permit number:

Local jurisdiction:

Permit issue date:

SDDOT Area:

Permit construction began: _____

Permit construction ended: _____

Permit extension granted: _____

This access has been constructed in reasonable conformance with the issued access permit:

Inspector signature _____ Date _____

This access has NOT been constructed in reasonable conformance with the issued access permit:

Inspector signature _____ Date _____

Items not in conformance or inspector comments:

Untitled Map

Write a description for your map.

Legend

●

Ad

●

ATM

□

Feature 1

●

Gold Rush EBike

Section 10 Item h.



Google Earth

Image © 2026 Airbus

Untitled Map

Write a description for your map.

Legend

Section 10 Item h.

ATM

Feature 1

Gold Rush EBIke



Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Taper Length (Feet) (L)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	180	25
35 - 40	350	320	25
45	500	600	25
50	500	600	50
55	750	660	50
60 - 65	1000	780	50

■ Channelizing Device

END ROAD WORK
G20-2

The channelizing devices will be drums or 42" cones if traffic control must remain overnight.

For short duration operations (1 hour or less) all channelizing devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.

Worker signs (W21-1 or W21-1a) may be used instead of SHOULDER WORK signs.

A SHOULDER WORK sign should be placed on the left side of a divided or one-way roadway only if the left shoulder is affected.

The SHOULDER WORK sign on an intersecting roadway is not required if drivers emerging from that roadway will encounter another advance warning sign before they reach a work activity area.

WORK SPACE

Published Date: 2025

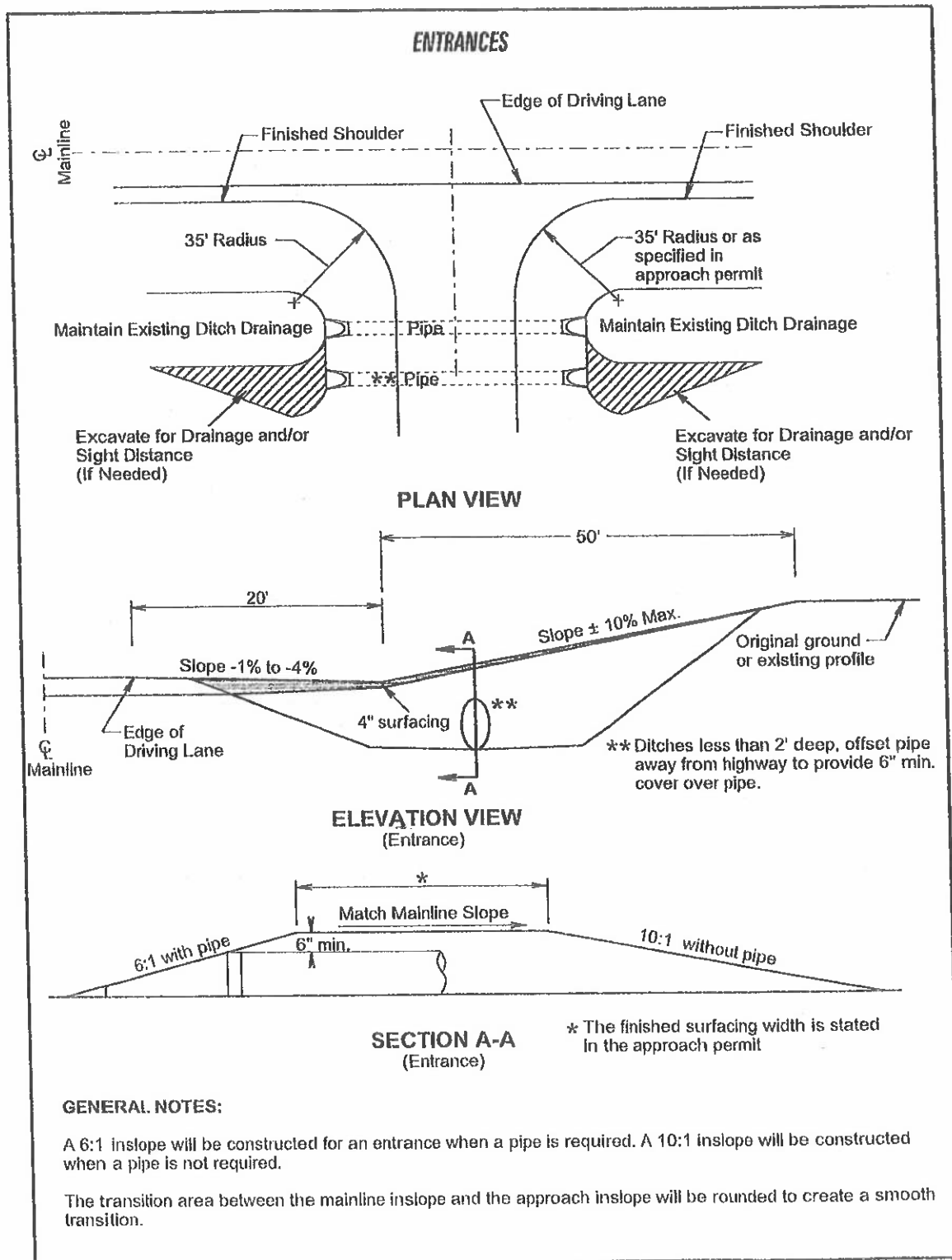
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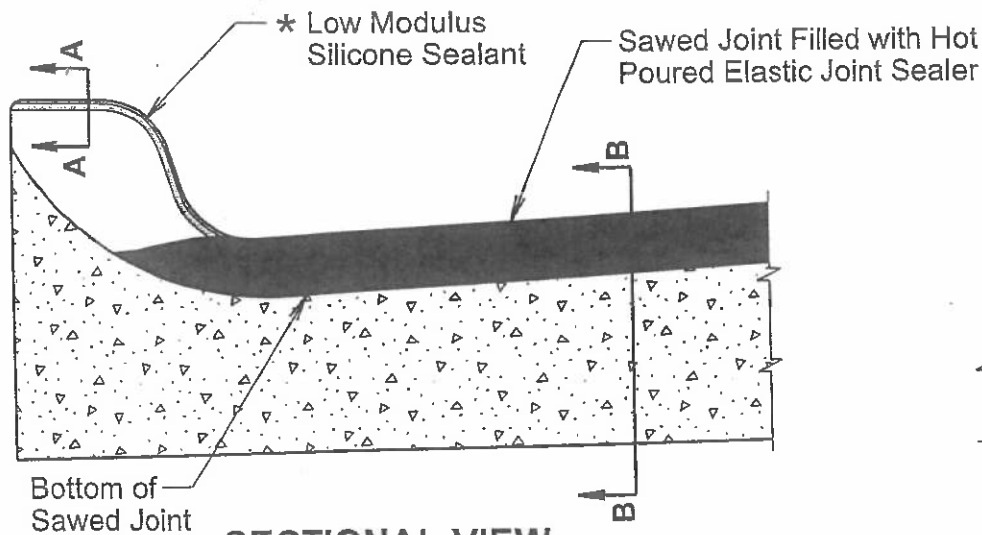
WORK ON SHOULDERS

January 22, 2021

PLATE NUMBER
634.03

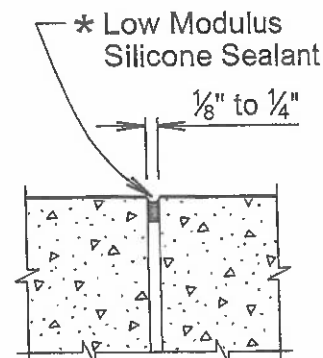
Sheet 1 of 1



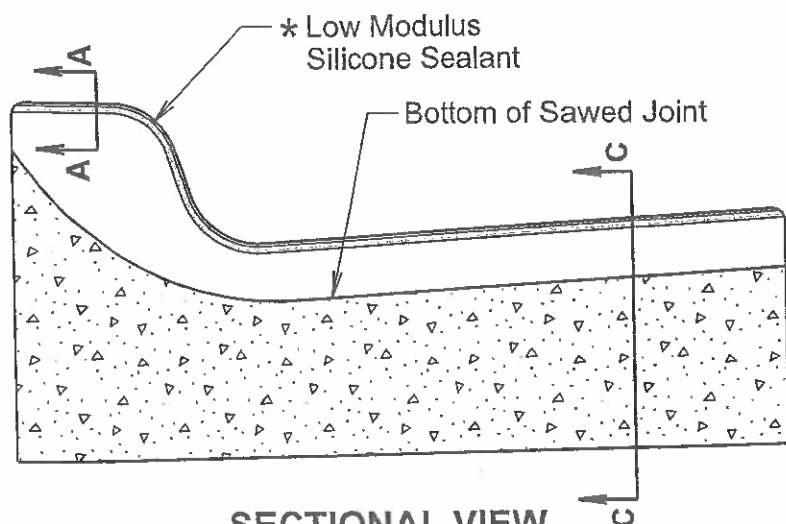


SECTIONAL VIEW

(Curb and Gutter Placed Monolithically with Adjacent Mainline PCC Pavement)

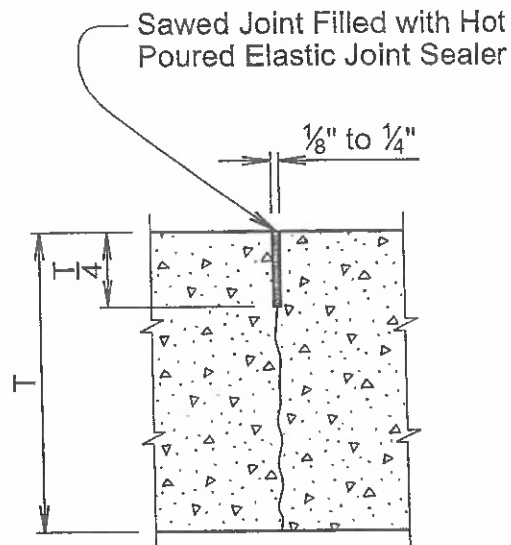


SECTION A-A

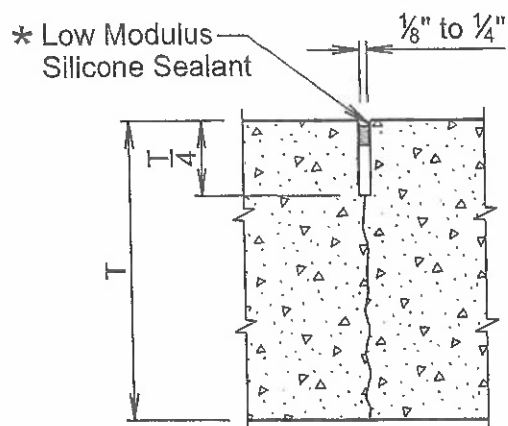


SECTIONAL VIEW

(Curb and Gutter not Placed Monolithically with Adjacent Mainline PCC Pavement or Mainline Surfacing is not PCC Pavement)



SECTION B-B



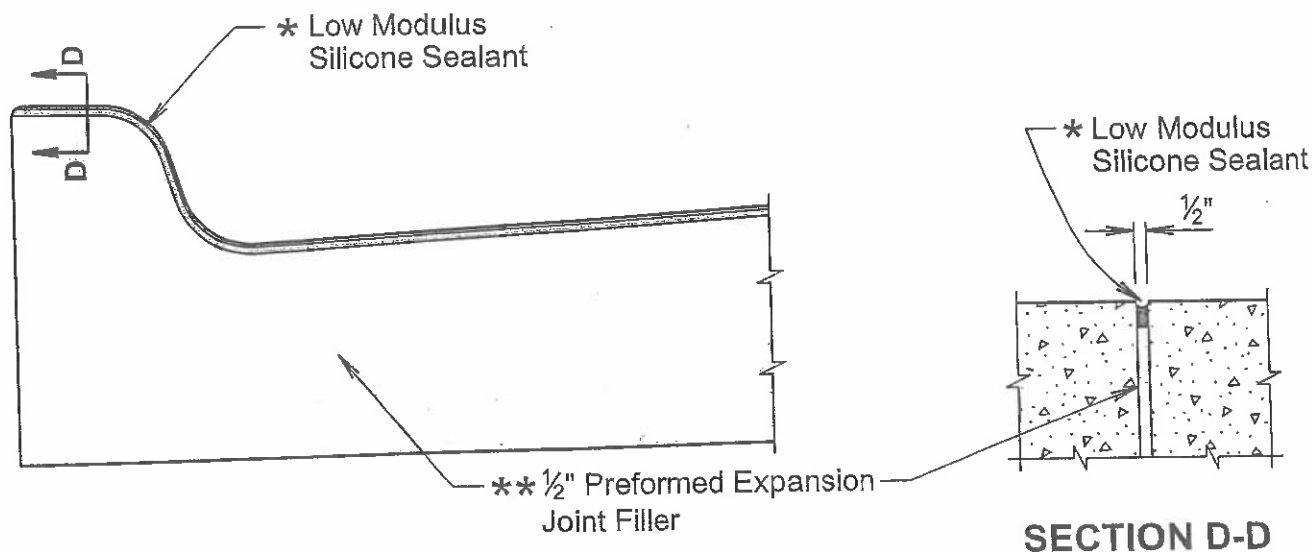
SECTION C-C

* The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

December 23, 2019

PLATE NUMBER
650.90

JOINTS IN CONCRETE CURB AND GUTTER



SECTIONAL VIEW
(Curb and Gutter at 1/2" Preformed
Expansion Joint Filler Location)

- * The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

GENERAL NOTES:

For illustrative reason, only the type B curb and gutter is shown.

- ** A 1/2-inch preformed expansion joint filler will be placed transversely in the curb and gutter at the following locations:

At each junction between the radius return of curb and gutter, and curb and gutter which is parallel to the project centerline.

At each junction between new curb and gutter and existing curb and gutter.

Transverse contraction joints will be constructed at 10 foot intervals in the concrete curb and gutter except when the concrete curb and gutter is constructed adjacent to mainline PCC pavement. When concrete curb and gutter is constructed adjacent to mainline PCC pavement, a transverse contraction joint will be constructed in the concrete curb and gutter at each mainline PCC pavement transverse contraction joint location.

When concrete curb and gutter is not placed monolithically with the mainline PCC pavement or when the adjacent mainline surfacing is not PCC concrete, the transverse contraction joints in the concrete curb and gutter will be 1 1/2 inches deep if formed in the fresh concrete using a suitable grooving tool. If a saw is used to cut the contraction joints, then the depth of the joint will be at least 1/4 the thickness of the concrete and the joint will be sealed in accordance with the details shown above.

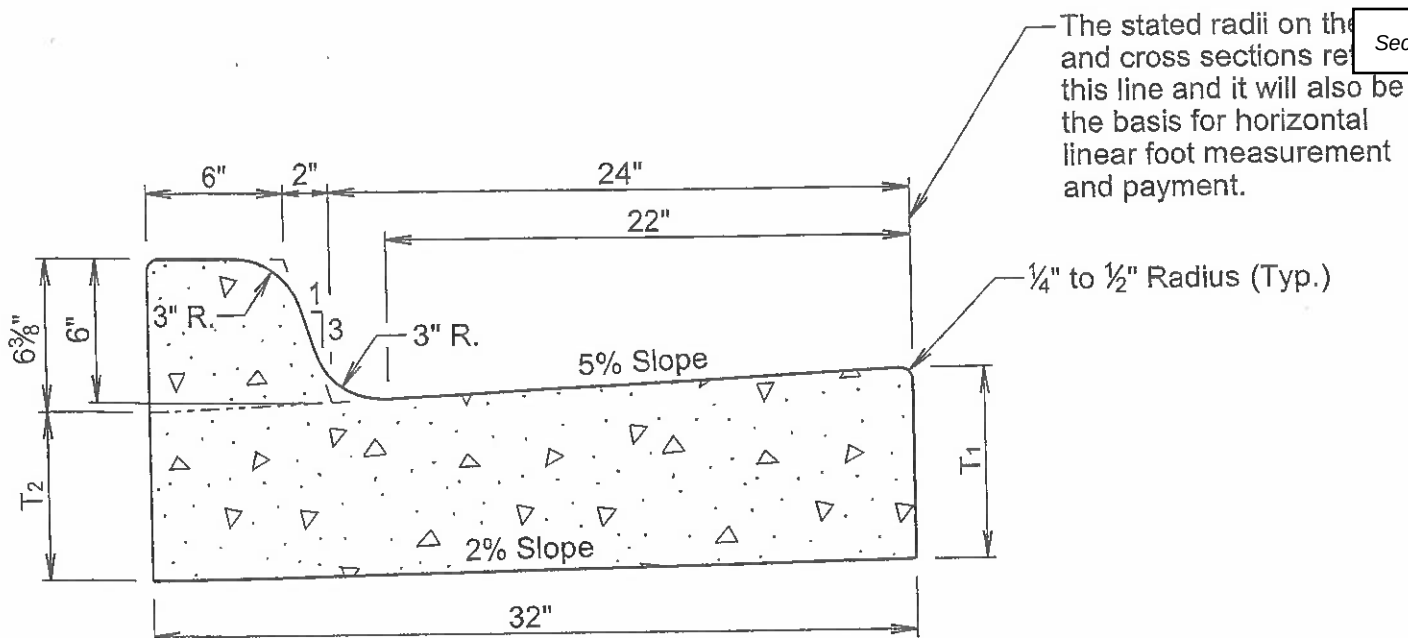
December 23, 2019

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JOINTS IN CONCRETE CURB AND GUTTER

PLATE NUMBER
650.90

207



TYPE B CONCRETE CURB AND GUTTER

Type	T ₁ (Inches)	T ₂ (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5 $\frac{1}{16}$	0.057	17.7
B67	7	6 $\frac{1}{16}$	0.065	15.4
B68	8	7 $\frac{1}{16}$	0.073	13.7
B68.5	8.5	7 $\frac{9}{16}$	0.077	13.0
B69	9	8 $\frac{1}{16}$	0.081	12.3
B69.5	9.5	8 $\frac{9}{16}$	0.085	11.7
B610	10	9 $\frac{1}{16}$	0.090	11.2
B610.5	10.5	9 $\frac{9}{16}$	0.094	10.7
B611	11	10 $\frac{1}{16}$	0.098	10.2
B611.5	11.5	10 $\frac{9}{16}$	0.102	9.8
B612	12	11 $\frac{1}{16}$	0.106	9.4

GENERAL NOTES:

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

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

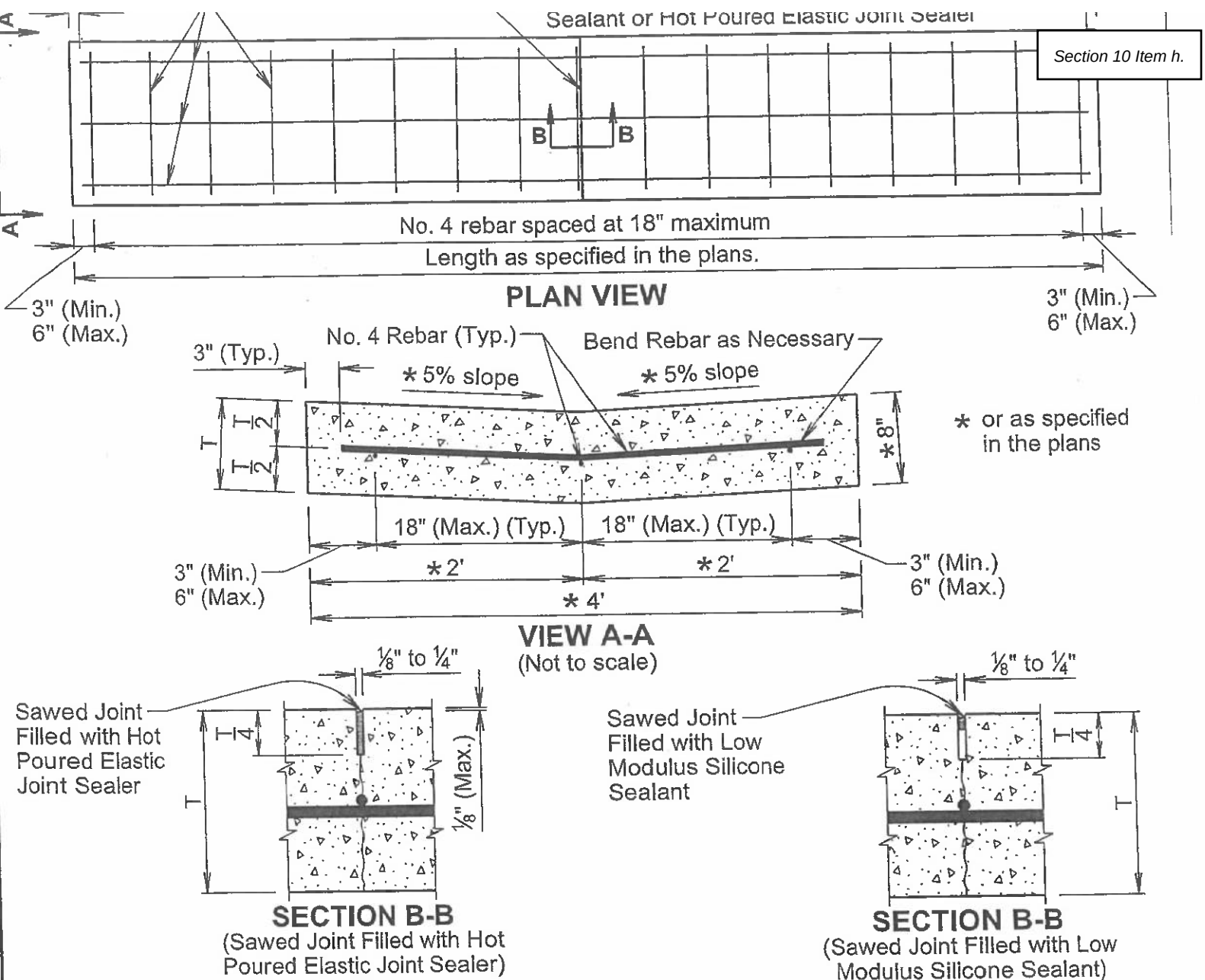
January 22, 2023

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TYPE B CONCRETE CURB AND GUTTER

PLATE NUMBER
650.01

208



GENERAL NOTES:

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

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

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

****** The sawed joints will be spaced at 12 feet; however, when the length of the valley gutter is 12 feet to 24 feet there will be a joint at the midpoint of the length. The saw cut to control cracking will be a minimum of 1/4 the thickness of the pavement.

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

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

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

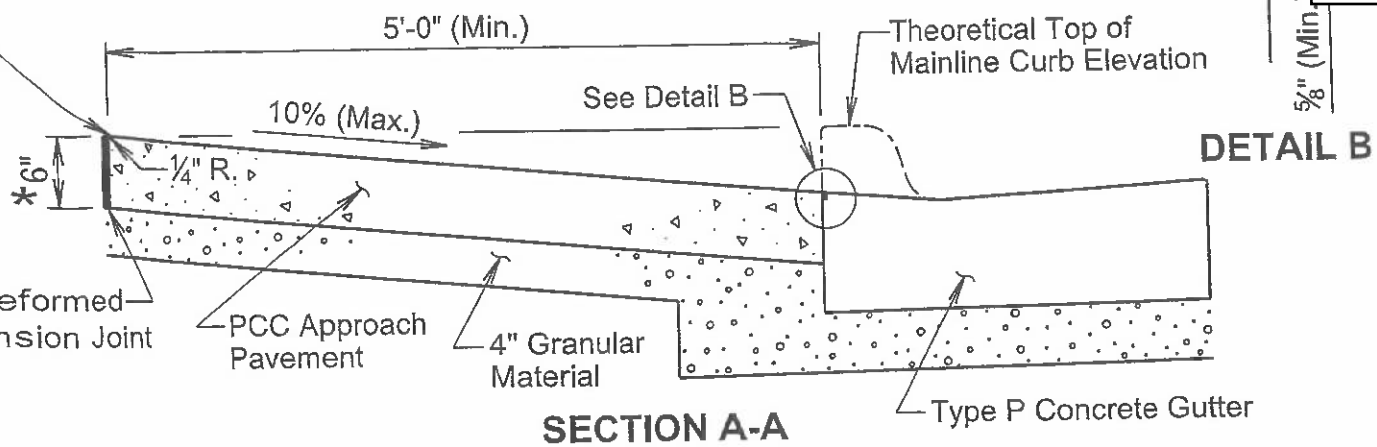
December 23, 2019

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VALLEY GUTTER

PLATE NUMBER
650.40

will be at the same elevation as the theoretical top of mainline curb elevation.

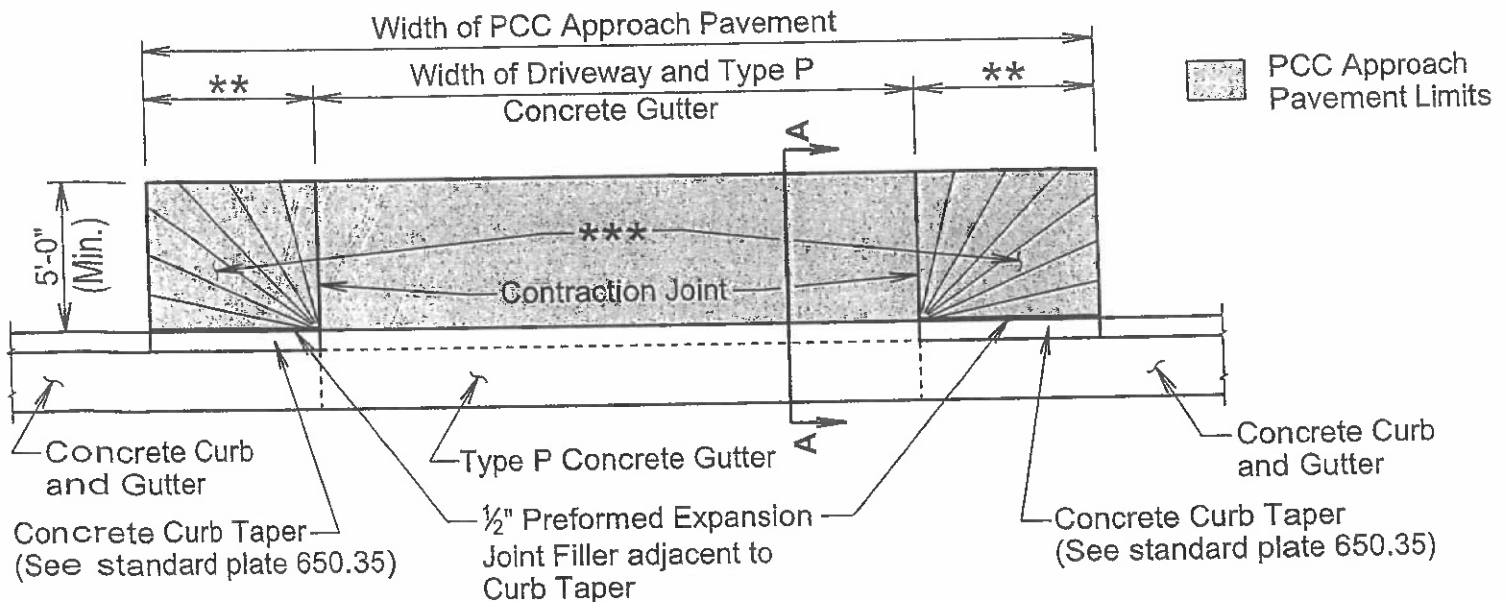


SECTION A-A

* 8" at Commercial Approaches

* Width for 6" high curb is 6' (See standard plate 650.35)

* Within these areas, the surface of the type A PCC approach pavement will be sloped transitionally as approved by the Engineer.



PLAN VIEW

GENERAL NOTES:

The concrete for the type A PCC approach pavement and adjacent driveway will comply with the requirements of the Specifications for class M6 concrete unless otherwise stated in the plans.

Contraction joints in the type A PCC approach pavement will be 1½ inches deep if formed in the fresh concrete using a suitable grooving tool. If a saw is used to cut the contraction joints, then the depth of the joint will be at least ¼ the thickness of the approach pavement. Additional contraction joints not shown in the Plan View will be spaced as follows:

- One joint at the center of the approach for driveways 16 feet to 24 feet wide.
- Two joints spaced at equal intervals for driveways greater than 24 feet to 40 feet wide.

All costs for furnishing and placing the type A PCC approach pavement and constructing the expansion and contraction joints including labor, equipment, excavation, and materials including the earthen backfill and granular material, will be incidental to the contract unit price per square yard for the corresponding PCC Approach Pavement contract item.

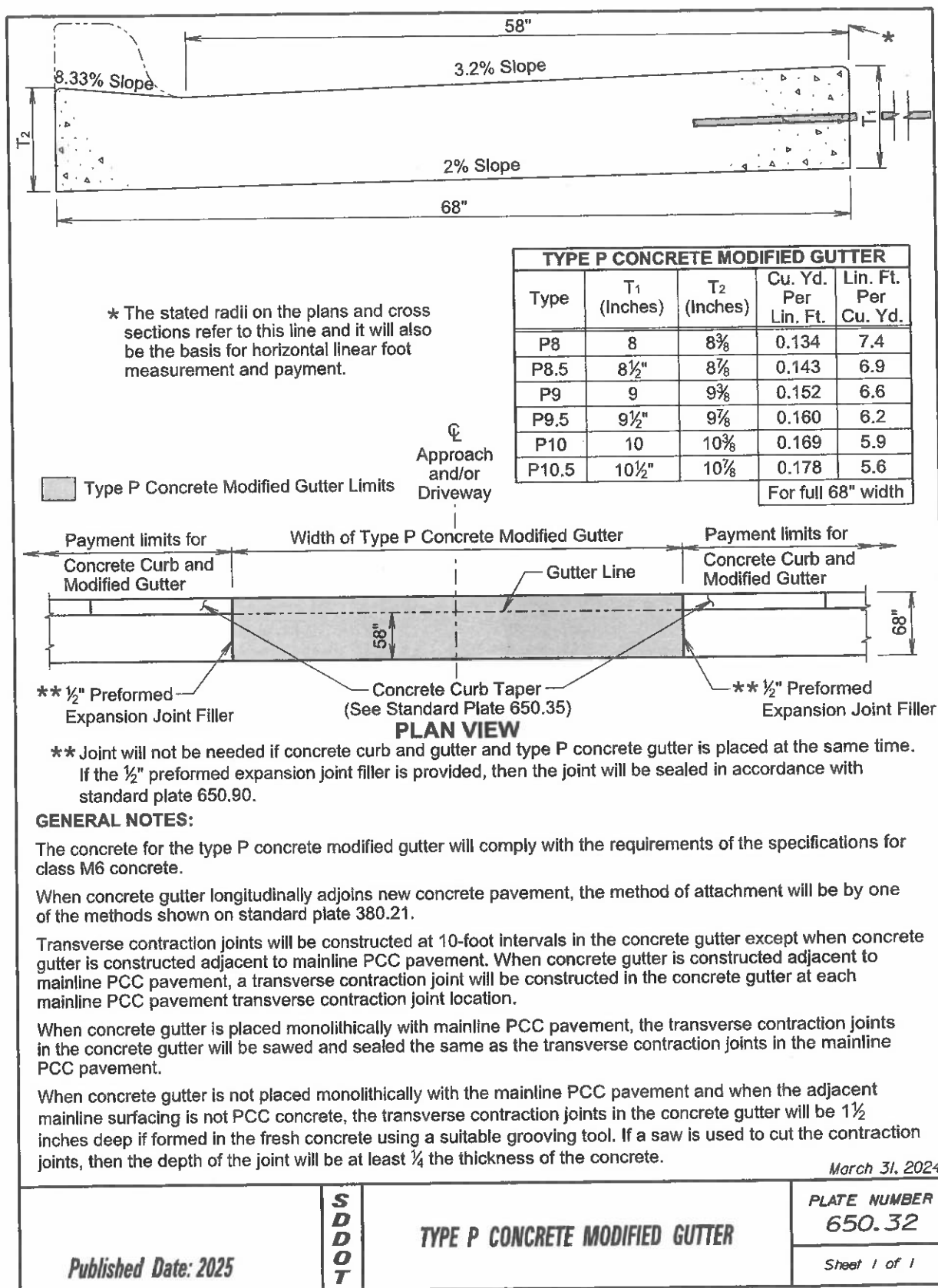
June 26, 2019

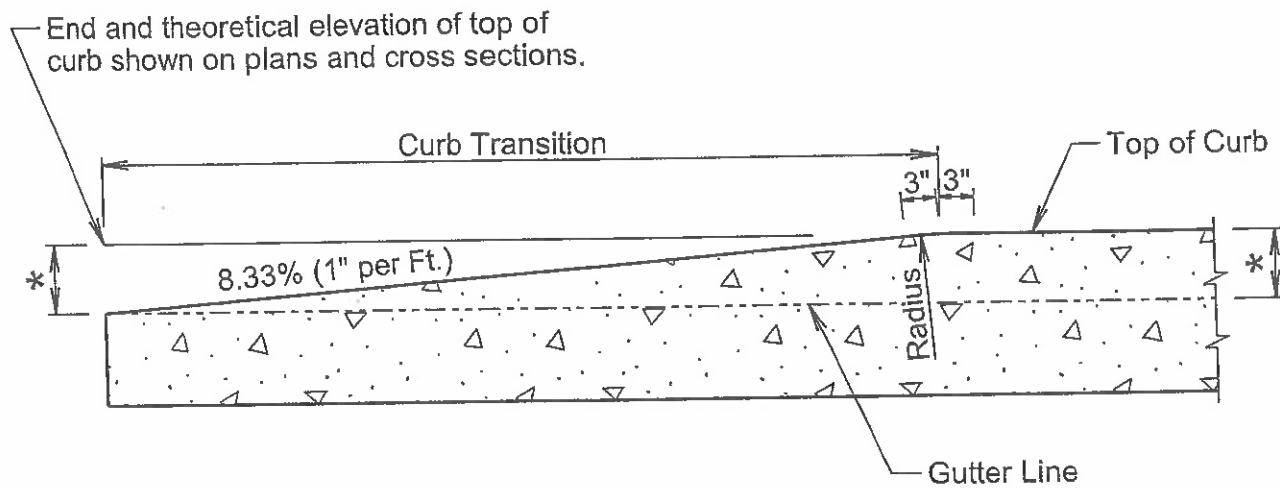
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**TYPE A
PCC APPROACH PAVEMENT**

**PLATE NUMBER
380.40**

Sheet 1 of 1 **210**





* Height of Curb

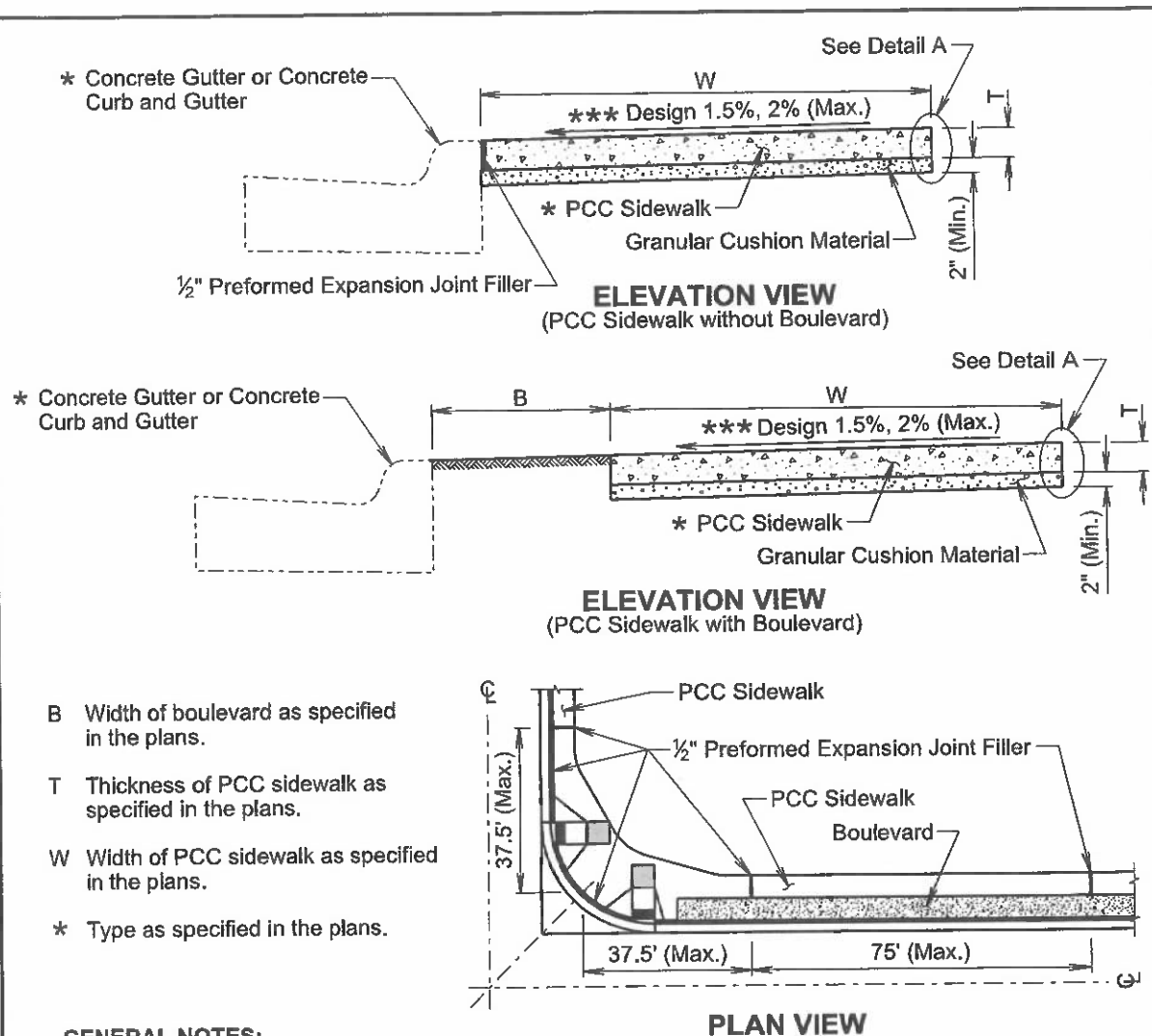
LONGITUDINAL SECTION (Concrete Curb Taper)

December 23, 2019

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CONCRETE CURB TAPER

PLATE NUMBER
650.35

**GENERAL NOTES:**

The PCC sidewalk will be constructed in accordance with Section 651 of the Specifications.

*** The cross slope of the sidewalk is designed at 1.5% and the maximum slope allowed is 2% unless specified otherwise in the plans.

The maximum length between expansion joints in the PCC sidewalk is 75 feet.

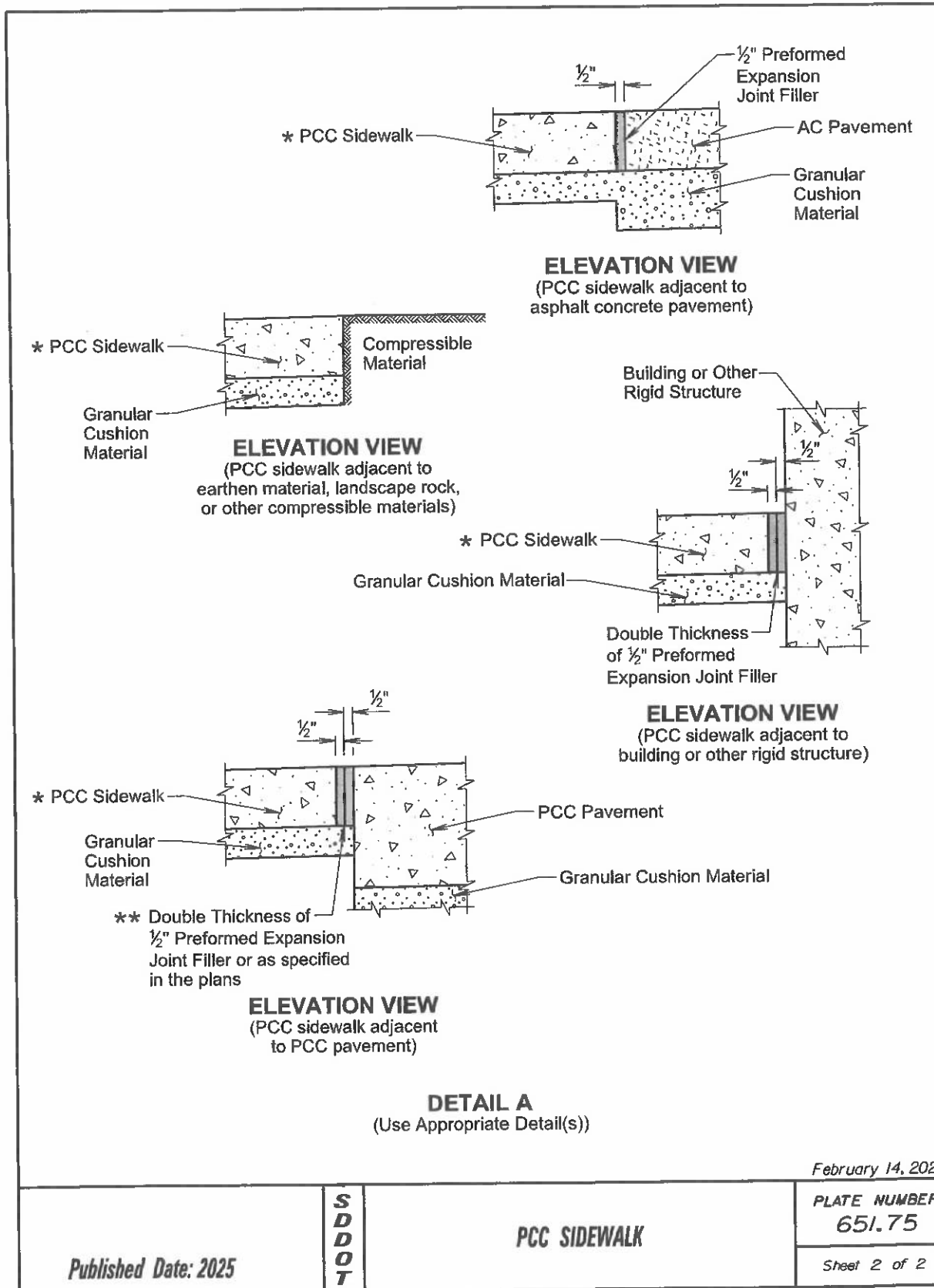
PCC sidewalk placed adjacent to intersection of roadways will have an expansion joint placed transversely a maximum of 37.5 feet from the intersection. See Plan View.

An expansion joint in the PCC sidewalk will consist of a 1/2 -inch thick preformed expansion joint filler material placed full depth and width of the PCC sidewalk.

*** Large areas of PCC pavement adjacent to the PCC sidewalk may require a different joint treatment than shown in the detail. If a different joint detail is necessary, plans will contain the joint detail and the Contractor will construct the joint treatment in accordance with the plans.

February 14, 2020

Published Date: 2025	S D D O T	PCC SIDEWALK	PLATE NUMBER 651.75 Sheet 1 of 2
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The items listed below are a summary of requirements set by the SDDOT for work being done within the ROW. It shall be the permit holder's responsibility to acquire the information needed to complete work as per the SDDOT Standard Specifications for Roads and Bridges 2025 Edition. Included is a link to the SDDOT standard plates for reference to situations. <http://sddot.com/business/design/plates/index/Default.aspx>. For instances where uncertainty exists, questions should be referred to the Rapid City Area SDDOT.

1. No excavated areas or other obstructions within 30' of white edge line or 6' behind curb, shall remain overnight without proper Concrete barriers w/approved end protection.
2. Salvage and replace topsoil.
3. All disturbed areas shall be re-established as per the re-vegetation Plan for Disturbed State-Owned Right-of-Way. (As shown below)
4. Traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices. (MUTCD) or SDDOT standard plates for traffic control devices.
5. Permit holders should be aware of present and/or know future road work, that may involve realignments, widening's, cuts, and fill section. Work shall be coordinated and completed so that it doesn't conflict with road work.
6. Embankment material within the ROW shall be placed in accordance with section 120.3 of the SDDOT standard specifications for Roads and Bridges 2015 Edition.
7. Granular base materials within the ROW shall be placed in accordance with section 260.3 of the SDDOT standard specification for Roads and Bridges 2015 Edition. Granular base materials shall follow existing construction limits and is subject to changes by the SDDOT
8. Any surfacing removed within the ROW shall be replaced in kind in accordance with section 320.3 or 380 of the SDDOT standard specification for Roads and Bridges 2015 Edition. Removals shall be defined by full depth saw cuts with limits approved by DOT.
9. When open cut excavations of the roadway are approved by the SDDOT, all materials used to replace excavated areas shall be tested. All tests, including gradations, compaction etc., shall be reported to the appropriate personnel and available upon request for verification by the DOT.
10. All pavement markings removed or damaged by the contractor shall be replaced to the satisfaction of the DOT.
11. Any subsequent damage to the roadway, shoulder or other items within the ROW, due to construction activities, will be repaired by applicant at no cost to the state.
12. No obstructions shall be placed within the ROW without prior acceptance by the SDDOT. Obstructions include but are not limited to landscaping items, signs, light poles, buildings, guardrail, fence, parking, etc.
13. All utilities shall be placed as close to ROW line as possible.
14. All fencing that is removed for construction purposes shall be reset or replaced with materials in existing or better condition. Installation shall be per section 620 of the SDDOT standard specifications for Roads and Bridges 2015 edition.

15. Permit holders are required to contact the National Forest Service prior to installing utilities within the NFS boundary, to verify a permit is not needed from them to install utility in ROW.
16. Erosion Control measures shall be utilized as per the State, Federal, County and City regulations. Erosion control and sediment control is the sole responsibility of the Permit holder.

Re-vegetation Plan for Disturbed State Owned Right of Way

Shaping:

All disturbed areas are to be re-topsoiled and leveled to promote vegetative growth and to remove any obstructions of drainage.

Seeding:

All disturbed areas will be stabilized within 14 days of the completion of earthmoving work. Seed mixture consists of the following:

Western Wheatgrass	7lbs of pure live seed
Green Needlegrass	4lbs of pure live seed
Sideoats Grama Blue	3lbs of pure live seed
Grama	2lbs of pure live seed
(Oats from April to July, Winter Wheat August to November)	10lbs of pure live seed

Overall 26lbs pure live seed per acre

Mulch is to be applied to the disturbed area at a rate of 2 tons per acre. Mulch is to be free of any and all noxious weeds.

Mulch is not required if disturbed area is less than 0.5 acres.

Commercial fertilizer with a guaranteed analysis of 18-46-0 is to be applied at a rate of 100lbs per acre.

Sediment and Erosion Control.

Usage of Best Management Practices for sediment and erosion control is mandatory. Applicant is duly reminded that if over 0.5 acres will be disturbed, applicant must have on hand an approved Notice of Intent from the Department of Environment and Natural Resources as well as a full Storm Water Pollution Prevention Plan. (SWPPP) Both of these documents are the applicant's responsibility to attain. Once vegetation is established, the applicant is duly reminded that a Notice of Termination also needs to be sent to the Department of Environment and Natural Resources. Protective devices are to be installed prior to disturbing State Right of Way to prevent erosion from damaging the environment. More information can be found at the web link below.

<http://www.sddot.com/business/environmental/stormwater/Default.aspx>

Special Conditions Attachment Sheet

Section 10 Item h.

Final Inspection

The permittee is required to conduct an inspection of the installation area approximately 10 to 12 months after installation to ensure no erosion has occurred and that no settlement areas exist. Any areas found are to be repaired in accordance with the above notes. Area is also to be inspected for noxious weed. If noxious weeds are found, they are to be sprayed and destroyed by the applicant. (Contact the SDDOT Representative noted on the permit for information regarding noxious weed and chemical application)



Aerial photo of 225 Cliff Street



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: July 20, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Dennis Castanie

PURPOSE: Combine ten (10) existing lots and create one (1) lot.

ADDRESS: 27 Lincoln Avenue

LEGAL DESCRIPTION: Lot 4A of Block 42, formerly Lots 4, 5, 6, 7, 8, 9, 10 & 11, Block 42 part of Lots H, I, J & K, Block 35, vacated Cemetery Street and vacated alley located in the NW $\frac{1}{4}$ of Section 26 and the SW $\frac{1}{4}$ Section 23, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota.

STAFF FINDINGS:

Surrounding Zoning:

North: R1 - Residential

South: R1 - Residential

East: R1 - Residential

West: R1 - Residential

Surrounding Land Uses:

Residences

Residences

Residences

Residences

SUMMARY OF REQUEST

The purpose of this plat is to combine ten (10) lots into a single lot for the purpose of ease of use of the property and the ability to obtain building permits in the future.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. Combined lot will be comprised of 18,034 square feet $\pm$ which equates to 0.414 acres $\pm$.
3. The property is not located within a floodplain.
4. Public facilities are available to serve the property.
5. The area is characterized by single and multi-family residences.

STAFF DISCUSSION

The subject property is owned by Dennis Castanie.

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 Board of Adjustment (Approved by Planning and Zoning Commission July 15, 2026).

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



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

Section 10 Item i.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

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

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

Applicant: _____

Address: _____
Street City State Zip

Phone Number: _____ Email Address: _____

Property Address: _____

Property Owner: _____

Property Owner Phone Number: _____

Full Legal Description of Property: LOT 4A OF BLOCK 42, O.T. CITY OF DEADWOOD

Purpose of this Plat: Combine existing lots

Summary of this Plat: _____

1. The following documents shall be submitted:

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

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

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

Signature of Owner/Applicant: _____

Date: _____

Staff Use Only

Fee: \$ _____ Paid On _____ Receipt Number _____

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

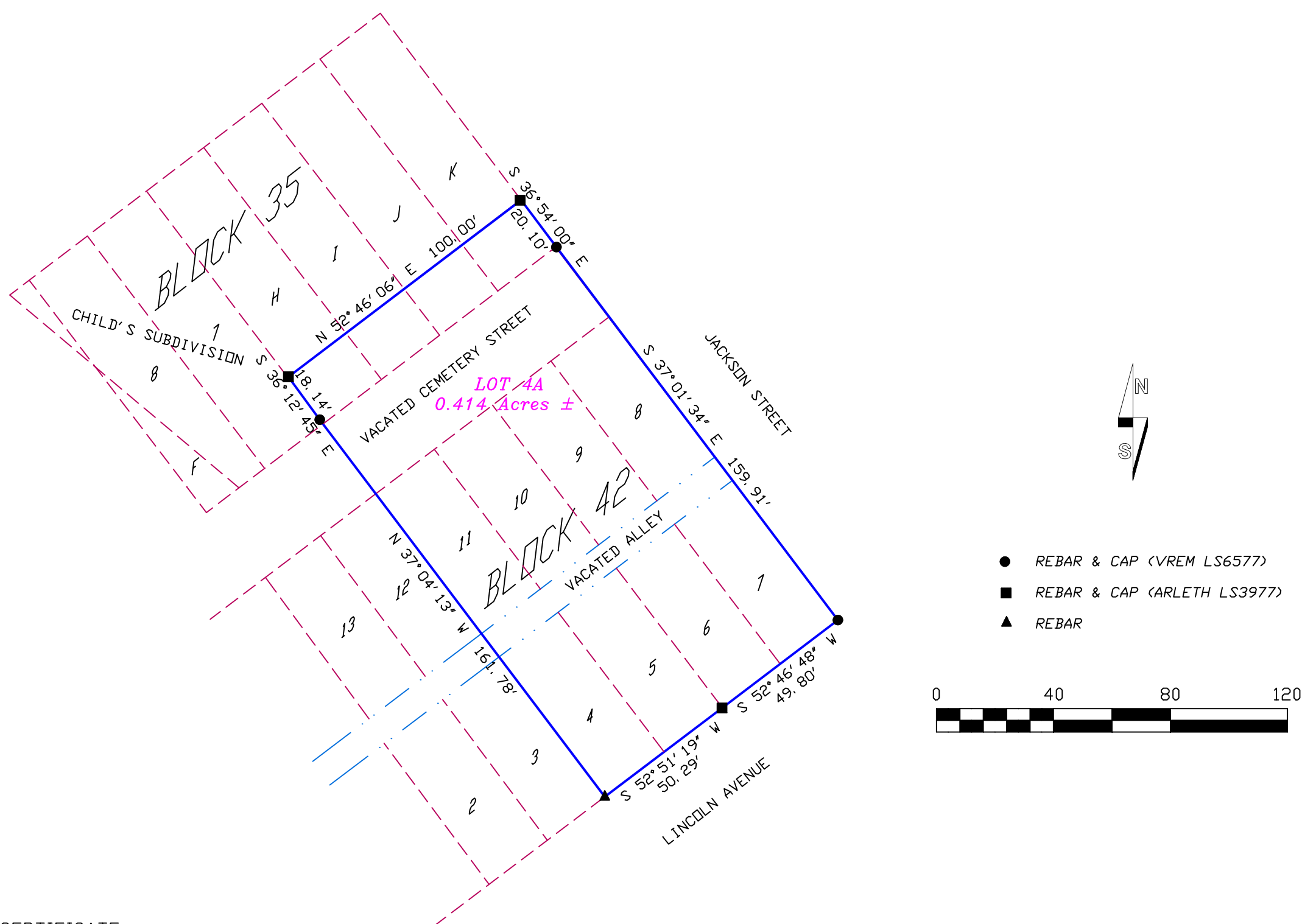
Reason for Denial (if necessary): _____



Aerial photo of 27 Lincoln Avenue



PLAT OF LOT 4A OF BLOCK 42
FORMERLY LOTS 4, 5, 6, 7, 8, 9, 10 & 11, BLOCK 42 PART OF LOTS H, I, J & K, BLOCK 35,
VACATED CEMETERY STREET AND VACATED ALLEY
LOCATED IN THE NW1/4 OF SECTION 26 AND THE SW1/4 SECTION 23, T5N, R3E, B.H.M.
ORIGINAL TOWNSITE, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SURVEYOR'S CERTIFICATE

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

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

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNER: _____ ADDRESS: _____

OWNER: _____ ADDRESS: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

HIGHWAY AUTHORITY: _____

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

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

CHAIRMAN

CITY PLANNER

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

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

ATTEST: _____

FINANCE OFFICER

MAYOR

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

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

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION:_____

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

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

LAWRENCE COUNTY REGISTER OF DEEDS:_____ FEE:_____



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

<i>Date:</i>	<i>6/23/2026</i>
<i>Drawn By:</i>	<i>L. D. Vrem</i>
<i>Project No.:</i>	<i>26-181</i>
<i>Dwg. No.:</i>	<i>26-181.dwg</i>