



City Commission Regular Meeting Agenda

Monday, June 02, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of May 19, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for June 2, 2025.

5. **Items from Citizens on Agenda**

- a. Years of Service Employee Recognition for 2025
 - Trent Mohr- 10 years (January 12th, 2015)
 - Patricia Brown- 5 years (April 1st, 2020)
 - Troy Jassman- 5 years (January 22nd, 2020)
 - Steven Murphy- 5 years (March 3rd, 2020)

6. **Consent Agenda**

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

- a. Permission to hire Ryan Silvernail as seasonal Parks Technician at \$17.00 per hour effective June 5, 2025 pending pre-employment screening.
- b. Permission to remove Seasonal Library Assistant I, August Rodiack, from payroll effective May 21, 2025.
- c. Permission to hire Amanda Wienk as seasonal Library Assistant I at \$16.00 per hour effective June 4, 2025, pending pre-employment screening.
- [d.](#) Permission to approve revised Public Works Superintendent Job Description to include public buildings.
- e. Permission to advertise in-house for 5 days for revised Public Works Superintendent position.

- f. Permission to sign additional engagement letter with Casey Peterson CPA for contracted accounting services. (To be paid by Finance Professional Services.)
- g. Permission to accept Mayor's appointment of Beverly Posey and Diana Williams to the Historic Preservation Commission with terms expiring May 31, 2028.
- h. Resolution 2025-14 declaring the Railroad Street Parking Lot as surplus property in conjunction with SD DOT land exchange.
- i. Permission to renew Form E to Deadwood Growhouse dba Trails Head Cannabis Co for medical cannabis dispensary license at 32 Charles Street.
- j. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for George and Elizabeth Clark.
- k. Permission for Mayor to sign agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$400.00 per month.
- l. Permission for Mayor to sign annual parking lease with Peterson CPA for three (3) parking spots located on Seiver Street for a total of \$225.00 per month plus tax.
- m. Permission to engage Tallgrass Landscape Architecture, LLC at a cost not to exceed \$3,720.00 for conceptual design and probable cost for overflow parking at the Skate Park property (To be paid by P&T Professional Services line item.)
- n. Permission to purchase and install two Verkada cameras from Technologies, Inc. for Trolley Barn at a cost not to exceed of \$8,006.92. (To be paid by Public Buildings and Trolley equipment line item.)
- o. Permission to purchase 5510 gallons of gas at \$3.03 per gallon from Southside Oil at a cost not to exceed \$16,700.00. (To be paid by Streets supplies line item.)
- p. Permission to pay annual fee to TCP (Timeclock Plus, LLC) for electronic timekeeping in an amount of \$6,884.80. (To be paid by each department's Professional Services line item.)
- q. Permission to pay \$2,035.69 to High Plains Remodels, LLC for upgrades to finished T&G ceiling and trenching for electrical on the Gordon Park Picnic Shelter. (To be paid from Parks Improvements line item.)
- r. Allow use of public property at the Event Complex on Saturday, October 11 through Monday, October 15, 2025 for Parts Unlimited Dealer Ride. Fees and Deposit have been received.

7. **Bid Items**

- a. Results of bid opening for 114 McGovern Hill Drive (Project No. 25-080) retaining wall project held on May 29, 2025 at 2:00 p.m. Bid Bond and Acknowledgement of Addendum 1 were included.
 Baroque Advantage – Base Bid - \$173,675.71; Atl. #1 - \$25,579.20; Atl. #2 - \$25,434.00
 Complete Concrete – Base Bid - \$204,900.00; Alt. #1 - \$56,700.00; Alt #2 - \$100.00
 Ponderosa Builders – Base Bid - \$160,000.00; Alt. #1 - \$39,000.00; Alt. #2 - \$39,000.00

RCS Construction – Base Bid - \$151,000.00; Alt #1 - \$28,000.00; Alt. #2 - \$17,500.00

Rogers Construction– Base Bid - \$202,992.50; Alt. #1 - \$28,800.00; Alt. #2 - \$20,490.00

8. Public Hearings

- a. Hold public hearing for Convention Center (on-sale) Liquor (CL-15404), Package (off-sale) Liquor (PL-4522), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2609) and Retail (on-off sale) Wine and Cider (RW-6401) License transfers from Earnest Hospitality LLC to Hospitality Management, LLC dba Deadwood Gulch Resort.
- b. Set public hearing on June 16 for Thrashin Supply Company: use of Interpretive Lot from 8:00 a.m. to 6:00 p.m. on Tuesday, August 5, 2025.
- c. Set public hearing on June 16 for Black Hills Veterans March: waiver of user fees on Friday, September 19 and Saturday, September 20 and open container Saturday, September 20, 2025 from noon to 8:00 p.m. at the Event Complex.

9. Old Business

10. New Business

- a. Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit for Vacation Home Establishment – 140 Timm Lane – Hidden Gulch Cabin, legally described as Lot 6 of the Arnio Subdivision of M.S. 107, according to S.C. Berry plat recorded in Plat Book 2 Page 88D, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission May 21, 2025 with nine (9) conditions.)
- b. Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit for Specialty Resort – 21 Lincoln Avenue – 1899 Inn, legally described as Lots 1, 2, 3 and adjoining vacated alley and the southeasterly 10 feet of Lots 12, 13 and 14, in Block 42, according to the P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission May 21, 2025 with eight (8) conditions.)
- c. Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 25 Lincoln Avenue – 1899 Inn Cottage, legally described as Lots 12, 13 and 14, Block 42 in the City of Deadwood, Lawrence County, South Dakota, except the southeasterly 10 feet of Lots 12, 13 and 14 and one-half of the vacated alley, Block 42, previously conveyed to Dennis L. McKay and Linda M. McKay. Also that portion of Lots E, F and G, Block 35 of Probate Lot 226 and sometimes referred to as Child's Addition to the City of Deadwood, quit claimed by Francis Caneva to Lawrence C. McKay, all according to the P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission May 21, 2025 with eight (8) conditions).
- d. Act as Board of Adjustment and approve/deny Annual Review - Conditional Use Permit for Vacation Home Establishment – 29 Lee Street – 47 North, LLC, legally described as Lot B in Block 18 of the City of Deadwood, Lawrence County, South

Dakota, also known as 29 Lee Street, according to P.L. Rogers Map. (Approved by Planning and Zoning Commission May 21, 2025 with nine (9) conditions.

- e. First Reading of Ordinance #1425 Budget Supplement 3 for 2025.
- f. Permission to hire Tallgrass Landscape Architecture in the amount of \$25,746.00 for construction document, specifications, bidding proposal and design services for 2026 Mt Moriah cemetery restoration project. (To be paid from Mt Moriah professional services line item.)
- g. Consider exception to the Ordinance 15.32.150 regarding banner at the entrance of the Deadwood Event Center for the 2025 Three-Wheel Rally and Days of 76 Rodeo due to the delay in the installation of the public message sign in DOT right-of-way.
- h. Permission to pay Sontech Vehicle Technologies to install light/siren package and 2-way radio on Brush #6 in an amount not to exceed \$10,438.05. (To be paid by Fire equipment line item.)

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.

13. Adjournment

This will be a public Meeting conducted through Zoom. Login name will be required to join Zoom meeting.

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, MAY 19, 2025

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

APPROVAL OF MINUTES

Joseph moved, Martinisko seconded to approve the minutes of April 21, 2025. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the May 19, 2025 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B WELDING	SERVICE	293.31
ALBERTSON ENGINEERING	PROJECT	6,421.25
AMAZON CAPITAL	SUPPLIES	785.06
AMERICAN LEGION EMBLEM	SUPPLIES	150.92
AMERICAN SEAMLESS GUTTER	PROJECT	13,780.45
AMERICAN TENT	SUPPLIES	1,748.99
AVID4 ENGINEERING	SERVICE	3,532.50
AXON ENTERPRISE	SUPPLIES	16.52
BARRY'S ELECTRIC	SERVICE	1,204.59
BERBERICH DESIGN	PROJECT	614.32
BH CHEMICAL	SUPPLIES	1,991.83
BH PIONEER	SERVICE	1,596.98
BH SPECIAL SERVICES	SERVICE	2,250.00
CARL'S TRAILER SALES	SERVICE	8,000.00
CED SPEARFISH	SUPPLIES	714.68
CENTURY BUSINESS PRODUCTS	SERVICE	726.33
CHAINSAW CENTER	SUPPLIES	104.97
CLEMENT COMMUNICATIONS	SUPPLIES	271.50
CONVERGINT TECHNOLOGIES	UPGRADE	6,926.05
CULLIGAN	SUPPLIES	171.50
DARK CANYON COFFEE	SUPPLIES	65.90
DEADWOOD CHAMBER	BILL LIST	128,293.25
DEADWOOD CHAMBER OUTLAW	BID #9	50,000.00
DVFD	REIMBURSEMENT	97.81
DEADWOOD HISTORY	ALLOCATION	110,000.00
DOCUTEK	SERVICE	71.95
ECOLAB	SERVICE	411.65
FAIRFIELD INN	LODGING	1,680.00
FASTENAL	SUPPLIES	776.12
FIB CREDIT CARDS	SUPPLIES	5,198.52
GALLS	UNIFORM	170.49
GAME TIME	PLAYGROUND	40,397.57
GOKCE, FATIH	REIMBURSMET	54.00
GOLDEN WEST	SERVICE	3,726.48
GREAT WESTERN TIRE	SERVICE	292.29
HOMETOWN MANUFACTURING	SUPPLIES	158.39
INLAND TRUCK PARTS	SUPPLIES	50.16
IPS GROUP	SERVICE	8,868.46
KEISER CORP	SPIN BIKES	15,216.36
KETEL THORSTENSON	SERVICE	13,198.39
KLAMM, MIKE	REIMBURSEMENT	60.00
KNECHT	SUPPLIES	32.97
KONE CHICAGO	SERVICE	592.24
LAWRENCE CO. REGISTER	SERVICE	30.00
LAWSON PRODUCTS	SUPPLIES	152.50
LEAD-DEADWOOD SANITARY	SERVICE	20,925.07
LEAD-DEADWOOD SCHOOL	ELECTION	144.75
LYNN'S	SUPPLIES	17.97
MED-TECH RESOURCE	SUPPLIES	172.22
MENARD'S	SUPPLIES	231.86
MID-AMERICAN RESEARCH	SUPPLIES	1,492.93
MIDWEST TAPE	SUPPLIES	191.92
MOHR, TRENT	REIMBURSEMENT	88.12
MONTANA HISTORICAL SOCIETY	RENEWAL	40.00
MORRISON, RONDA	SERVICE	1,950.00
NASH, PAM	REIMBURSEMENT	166.20
NATIONAL MAIN STREET CENTE	RENEWAL	295.00
NELSON, ROBERT	EASEMENT	25,224.72
NHS OF THE BLACK HILLS	SERVICE	3,500.00
NORTHWEST PIPE FITTINGS	SUPPLIES	839.84
OLD HOUSE JOURNAL	RENEWAL	28.00
ONE WAY SERVICE PROS	PROJECT	10,000.00
ONSITE FIRST AID	SUPPLIES	694.94
PLANS IN ACTION	SERVICE	1,120.00
QUADIENT FINANCE	POSTAGE	500.00
QUICKTROPHY	SUPPLIES	56.16
RAPID DELIVERY	SERVICE	18.20
RASMUSSEN MECHANICAL	SERVICE	1,279.54
REDWATER TACTICAL	AMMUNITION	320.00
SANDER SANITATION	SERVICE	13,307.76
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD GOV. FINANCE OFFICERS	DUES	280.00

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SD GOV. HUMAN RESOURCE	DUES	150.00
SD HISTORICAL SOCIETY	RENEWAL	275.00
SD MUNIC. STREET MAINTENANCE	MEMBERSHIP	35.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	144.32
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	1,831.00
SOUTHSIDE SERVICE	SERVICE	35.00
STANLEY STEEMER	SERVICE	1,480.00
SUNKEN FOUNDATION SOLUTION	PROJECT	17,340.00
TALLGRASS LANDSCAPE	PROJECT	1,372.30
THE ABS	SERVICE	2,499.00
THE ARCHAEOLOGICAL CONSERV	RENEWAL	30.00
TOMS, DON	PROJECT	600.00
TREE WISE MEN	SERVICE	2,600.00
USA BLUEBOOK	SUPPLIES	92.37
VAN DIEST SUPPLY	SUPPLIES	1,059.00
VANWAY TROPHY	SUPPLIES	490.64
VERIZON CONNECT	SERVICE	179.50
VIGILANT BUSINESS SOLUTION	SERVICE	951.75
WATERS HARDWARE	GRANTS	926.84
WEST RIVER HISTORY	SPONSORSHIP	500.00
WINZER	SUPPLIES	221.85
ZEP SALES	SUPPLIES	126.34
ZOOM COMMUNICATIONS	SERVICE	658.90
		Total \$635,467.78

ITEMS FROM CITIZENS ON AGENDA

Appointment

Martinisko moved, Joseph seconded to accept Mayor’s appointment of Charles Eagleson to the City Commission effective May 19, 2025 for a one-year term. Roll Call: Aye-All. Motion carried.

City Attorney Riggins administered the Oath of Office to newly elected Commissioner Charles Eagleson.

Acknowledge Mayor’s appointment of Jim Williams to the Planning and Zoning Commission effective May 21, 2025 to fill the unexpired seat of Charles Eagleson. Term will expire December 31, 2027.

Commission Department Appointments

- Charlie Struble-Mook - Commissioner of Finance & Revenue and Public Safety (Police & Fire)
- Sharon Martinisko - Commission President, Commissioner of Parks, Recreation & Events, Chamber of Commerce Representative and Council of Local Governments Representative
- Michael Johnson - Commissioner of Parking & Transportation, Library Representative and Deadwood History Board Member
- Blake Joseph - Commissioner of Historic Preservation and Planning & Zoning
- Charles Eagleson - Commissioner of Public Works & Utilities

CONSENT

Martinisko moved, Joseph seconded omit Item M for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to remove Billy Fritze, Mt Moriah ticket booth attendant from payroll effective May 6, 2025.
- B. Permission to accept retirement letter from Streets Superintendent, James Lee, effective May 23, 2025. (34 years of service to the City of Deadwood)
- C. Permission to hire Addison Long and Caleb Vrem as seasonal lifeguards at \$16.50 per hour effective May 22, 2025 pending pre-employment screening.
- D. Permission to Hire John Backlund as seasonal trolley driver at \$17.15 per hour effective May 27, 2025 pending pre-employment screening.
- E. Permission to hire August Rodiack for Seasonal Library Assistant I (up to 40 hours per week) at \$16.00 per hour effective May 21, 2025 pending pre-employment screening.
- F. Permission to hire Landen Mattson and Finn Cain as Seasonal Parks Technician at \$17.00 per hour effective May 22,2025 pending pre-employment screening.
- G. Resolution 2025-13 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 25 and 26, 2025.

REGULAR MEETING, MAY 19, 2025

RESOLUTION 2025-13

**RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY
WITHIN DEADWOOD CORPORATE LIMITS**

WHEREAS, the City of Deadwood (CITY) will be home to the 103rd Annual Days of '76 Celebration on July 25th through July 26th, 2025; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 25, 2025, beginning at 1:15 p.m. until the end of the parade, and on July 26, 2025, beginning at 1:15 p.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 19th day of May, 2025

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ Charlie Struble-Mook, Mayor

- H. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Darrick Schumacher.
- I. Permission for Mayor to sign Permanent Utility Easement with Northern Hills Transport to maintain underground utilities along the Welcome Center Boardwalk legally described as Portions of P.L. Rogers Map Lots including portions of School Lot No. 4, School Lot No. 3, Probate Lot 204, Probate Lot 227, Probate Lot 302, and Probate Lot 91, all located in Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.
- J. Permission to accept property transfer from Southside Service, Inc. legally described as Tract 2 and Dedicated Public Right of Way of Mollman Subdivision, City of Deadwood, Lawrence County, South Dakota, located in the NE 1/4 of Section 27, T5N, R3E, BHM according to Plat Document #2025-1600.
- K. Permission for Mayor to sign Warranty Deed for Mollman Subdivision property transfer legally described as Tract 1, City of Deadwood, Lawrence County, South Dakota, located in the NE 1/4 of Section 27, T5N, R3E, BHM according to Plat Document #2025-1600.
- L. Permission for the Mayor to sign temporary construction and permanent utility easements associated with the Highway 85 water redundancy project with the following land owners: DBUH,LLC; Kanti Patel; Gary Nelson, Trustee; Twin City Fruit LLC.
- M. Removed for separate consideration in New Business.
- N. Permission for Mayor to sign contract with Western Construction, Inc. for construction of the Deadwood Hill Trailhead Parking Lot at a cost of \$1,006,911.00. (Project awarded on April 21, 2025. To be paid by Parking & Transportation Improvements line item.)
- O. Permission for Mayor to sign agreement with Catering by Dave for Event Center Concessionaire and rental of professional kitchen on a year-round basis through December 31, 2029.

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- P. Permission for Mayor to sign contract with Stone Land Services in the amount of up to \$15,000.00 for the ongoing creation of a database of title research for ownership early Deadwood properties within the core district of the National Historic Landmark. (To be paid by HP Public Ed line item.)
- Q. Permission to approve grant application from Broken Boot Gold Mine for a Not-for-Profit Grant in the amount of \$25,463.64 for repairs to exit tunnel to mine. (Approved by HPC on 05-14-2025)
- R. Permission to approve Not-for-Profit Grant application from Days of '76 Inc. for log staining, repairs and replacement in the amount of \$16,710.00. (Approved by HPC 05-14-2025)
- S. Permission to allow Mike Klamm, Sarah Van Tassel, John Beck and Steven Schramm to travel in city vehicle on June 12-14, 2025 to Watertown for SD Fire School. Expenditures not to exceed \$785.00. (To be paid by Fire Dept travel line item.)
- T. Permission to pay Wareing Ford for trolley spark plugs, coil assemblies and ignition wires in the amount not to exceed \$3,121.36. (To be paid by Trolley Repairs line item.)
- U. Permission pay Jerry Greer's Engineering Auto for six new tires for Engine 2 in amount not to exceed \$4,271.68. (To be paid by Fire Dept repair line item.)
- V. Permission to pay Sontech for an in-car patrol computer to include mounting hardware and install in the amount not to exceed \$5,309.65. (To be paid by Police equipment line item.)
- W. Permission to pay Premier Surfaces to replace the granite surface railing at Outlaw Square in an amount not to exceed \$6,113.06. (To be paid by Public Buildings repair line item.)
- X. Permission to hire Schmidt Construction to pour 25'x14' concrete pad under main Days of '76 grandstands in amount not to exceed \$4,920.00. (To be paid by HP Capital assets line item.)

PUBLIC HEARINGS**Red Knights Visit**

Public hearing was opened at 5:06 p.m. by Mayor Struble-Mook. Charles Fetter, DVFD, was available to answer questions, hearing closed.

Joseph moved, Martinisko seconded to approve use of Quest Lot from 4:00 p.m. to 9:00 p.m. on Friday, June 27, 2025. Roll Call: Aye-All. Motion carried.

Days of '76

Public hearing was opened at 5:07 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available to answer questions, hearing closed. Johnson moved, Martinisko seconded to approve street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 25 and Saturday, July 26; open container Thursday, July 17 through Monday July 28 from 10:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 20 through Saturday, July 26 from 10:00 a.m. to 11:00 p.m. daily and waiver of user fees Wednesday, July 16 through Monday, July 28 at the Event Complex. Roll Call: Aye-All. Motion carried.

Harley Davidson Demo Rides

Public hearing was opened at 5:08 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve use of Welcome Center Lot on Tuesday, July 29 at 9:00 a.m. through 10:00 p.m. on Friday, August 8, 2025, will be set up on Pioneer Way side of lot. Roll Call: Aye-Eagleson, Johnson, Martinisko, Struble-Mook. Nay-Joseph. Motion carried.

Harley Davidson Activation

Public hearing was opened at 5:09 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve open container in Zone 4, Outlaw Square only from 10:00 a.m. to 7:00 p.m. on the following days: Saturday, August 2, Sunday, August 3, Tuesday, August 5, Wednesday, August 6, Thursday, August 7 and Saturday, August 9; open container in Zone 4, Outlaw Square only from 3:00 p.m. to 7:00 p.m. on Monday, August 4 and open container in Zone 3 from 10:00 a.m. to 7:00 p.m. on Friday, August 8, 2025. Roll Call: Aye-Eagleson, Johnson, Martinisko, Struble-Mook. Nay-Joseph. Motion carried.

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Medicine Wheel Riders

Public hearing was opened at 5:10 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve Use of Interpretive Lot from 8:00 a.m. to 6:00 p.m. on Sunday, August 3, 2025. Roll Call: Aye-All. Motion carried.

The Drifters Concert

Public hearing was opened at 5:11 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed. Johnson moved, Joseph seconded to approve open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Tuesday, August 19, 2025. Roll Call: Aye-All. Motion carried.

Deadwood Jam

Public hearing was opened at 5:12 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available to answer questions, hearing closed. Joseph moved, Martinisko seconded to approve open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. and street closure on Deadwood Street from Main Street to Pioneer Way from 5:00 p.m. to 11:00 p.m. on Tuesday, August 19, 2025. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on June 2 for Convention Center (on-sale) Liquor (CL-15404), Package (off-sale) Liquor (PL-4522), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2609) and Retail (on-off sale) Wine and Cider (RW-6401) License transfers from Earnest Hospitality LLC to Hospitality Management, LLC dba Deadwood Gulch Resort. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Agreement

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the agreement. Martinisko moved, Johnson seconded to allow Mayor to sign lease agreement with Deadwood Gulch Lodge, LLC for overflow parking from May 15 to October 15, 2025 on the Slag Pile. (Lease of \$30,000.00 to be paid by BID 8.) (Continued from May 5, 2025.) Roll Call: Aye-All. Motion carried.

Agreement

Public Works Director Stalder spoke about the agreement. Martinisko moved, Joseph seconded to allow Mayor to sign agreement with Alpha 6 Inc. for Automated Teller Machines throughout City properties. (Continued from May 5, 2025.) Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Contract (Item M)

Martinisko moved, Johnson seconded to allow Mayor to sign notice of award and contract with condition contractor completes performance and payment bond for Underground Construction LLC for Highway 85 Drinking Water Redundancy Project at a cost of \$1,684,993.00. (Project awarded May 5, 2025.) Roll Call: Aye-All. Motion carried.

Annual Review

Kuchenbecker spoke about the review. Commissioner Joseph abstained from discussion and vote. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve the continued use - Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 771 Main Street – Tucker Inn with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Deadwood Building Inspector has inspected the building, City water and sewer rates have changed from residential to commercial, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business and Short-Term Rental licenses are in good standing, lodging license from the South Dakota Dept. of Health is in good standing and all parking shall be off street. Legally described as Lots 7 and 8, Block 24, Original Town, City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning & Zoning Commission on May 7, 2025.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, MAY 19, 2025

Annual Review

Kuchenbecker spoke about the review. Commissioner Joseph abstained from discussion and vote. Martinisko moved, Johnson seconded to Act as Board of Adjustment and Approve/Deny continued use - Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 768 Main Street – The Jordans with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Deadwood Building Inspector has inspected the building, City water and sewer rates have changed from residential to commercial, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business and Short-Term Rental licenses are active, lodging license from the South Dakota Dept. of Health is active and all parking shall be off street. Legally described as Part of Lots 46 & 47, Block 23, Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission May 7, 2025.) Roll Call: Aye-All. Motion carried.

Annual Review

Kuchenbecker spoke about the review. Joseph moved, Johnson seconded to Act as Board of Adjustment and Approve/Deny continued use Annual Review - Conditional Use Permit for Bed and Breakfast Establishment – 29 Van Buren Avenue – Victorian on Van Buren with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Deadwood Building Inspector has inspected the building, City water and sewer rates are to remain at commercial rates, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business has been maintained, lodging license from the South Dakota Dept. of Health has been maintained and all parking shall be off street. Legally described as The southerly 57 feet of Lots 21, 22, 23 and 24, Block 50, Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission May 7, 2025.) Roll Call: Aye-All. Motion carried.

Annual Report

Finance Officer McKeown spoke about the 2024 annual report and financials for the City.

Hire

Parking and Transportation Director Lux spoke about the project. Johnson moved, Joseph seconded to hire Sacrison Paving to mill, overlay and striping of Int. Lot at an amount not to exceed \$57,396.60 (To be paid by P&T repair line item.) Roll Call: Aye-All. Motion carried.

Pay

Stalder spoke about the project. Joseph moved, Martinisko seconded to pay Black Hills Asphalt for crack seal on selected streets in the amount not to exceed \$9,734.71. (To be paid by Street repair line item.) Roll Call: Aye-All. Motion carried.

Lease

Stalder spoke about the lease. Martinisko moved, Johnson seconded to allow Mayor to sign five-year lease for a 2025 Caterpillar 938 Wheel Loader from Butler Machinery at a total cost of \$199,658.81 including trade-in of 2019 Caterpillar 938M. (To be paid by Streets equipment line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from Red Knights International Motorcycle Club. Drawing will be held June 28, 2025.
- B. Public Notice to cut noxious weeds and tallgrass regulations. Lux spoke about the Ordinance.

Commission and Dept. Heads welcomed Eagleson to the Commission. Eagleson thanked everyone.

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

REGULAR MEETING, MAY 19, 2025

ADJOURNMENT

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

After coming out of executive session at 7:06 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 _____

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1331	SD MUNICIPAL LEAGUE					
		I-200003138	101-4111-427	TRAVEL BUDG.TRAIN'G-MARTINIS,MOOK/COM	000000	80.00
		I-200003152	101-4111-427	TRAVEL BUDGET TRAINING-EAGLESON/COMM	000000	40.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2021133	101-4111-422-01	PROF. SERV. S HELMET SYS-HARNESS STRAP/SAFET	000000	120.98
01-4711	AMAZON CAPITAL SERVICES					
		I-1CKX-NHPY-NVC6	101-4111-426	SUPPLIES LAPTOPCASE,BADGEHLDRS- COMM	000000	46.23
			DEPARTMENT 111	COMMISSION	TOTAL:	287.21
01-2394	GUNDERSON, PALMER, NELS					
		I-140373	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,800.00
			DEPARTMENT 141	ATTORNEY	TOTAL:	4,800.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1264219	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	333.98
01-1331	SD MUNICIPAL LEAGUE					
		I-200003138	101-4142-427	TRAVEL BUDGET TRAINING-MCKEOWN/FIN.	000000	40.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1CKX-NHPY-NVC6	101-4142-426	SUPPLIES STAPLER,POST-IT FLAGS -FINANCE	000000	38.73
			DEPARTMENT 142	FINANCE	TOTAL:	412.71
01-0407	SHERWIN WILLIAMS CO					
		I-5554-5	101-4192-425-17	REPAIRS-DAYS EMERALD PAINT/DAYS MUSEUM	000000	430.53
01-0436	BLACK HILLS WINDOW CLEA					
		I-140280	101-4192-422-07	PROFESSIONAL APRIL 7 WINDOW CLEANING/FIRE	000000	385.00
01-0551	MENARD'S					
		I-63815	101-4192-426	SUPPLIES REFRIGERATOR/POLICE DEPT	000000	1,483.25
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 05/22/25	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	421.85
		I-NAT GAS 05/22/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	228.86
		I-NAT GAS 05/22/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	202.86
		I-NAT GAS 05/22/25	101-4192-428-04	UTILITIES - C CITY HALL	000000	318.34
		I-NAT GAS 05/22/25	101-4192-428-07	UTILITIES - F FIRE HALL	000000	351.08
		I-NAT GAS 05/22/25	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	119.62
		I-NAT GAS 05/22/25	101-4192-428-09	UTILITIES - H HARCC	000000	172.78
		I-NAT GAS 05/22/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	212.56

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NAT GAS 05/22/25	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	120.81	
	I-NAT GAS 05/22/25	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	4,005.44	
	I-NAT GAS 05/22/25	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	273.63	
	I-NAT GAS 05/22/25	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	116.55	
	I-NAT GAS 05/22/25	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	40.02	
	I-NAT GAS 05/22/25	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	457.26	
	I-NAT GAS 05/22/25	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	196.17	
01-0784	WESTERN STATES FIRE PRO					
	I-ASI015814R	101-4192-422-09	PROFESSIONAL INSTALL-TEST DETECTORS/HARCC	000000	215.00	
	I-ASI015814R	101-4192-422-02	PROFESSIONAL INSTALL-TEST DETECTORS/AD MUS	000000	215.00	
01-1003	VERIZON WIRELESS					
	I-6113183055	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	42.73	
01-1396	LOWE ROOFING, INC.					
	I-17011	101-4192-425-07	REPAIRS - FIR LEAK INVESTIGATION/FIRE HALL	000000	176.73	
	I-17011	101-4192-425-09	REPAIRS - HAR LEAK INVESTIGATION/HARCC	000000	176.73	
01-1502	BLACK HILLS CHEMICAL					
	I-293200	101-4192-426	SUPPLIES CLARIO FOAMING SHAMPOO/PB	000000	119.40	
01-3032	OTIS ELEVATOR COMPANY					
	I-100401945722	101-4192-422-02	PROFESSIONAL ELEV MAINT 06/01-08/31/25/AD M	000000	444.08	
	I-100401945722	101-4192-422-09	PROFESSIONAL ELEV MAINT 06/01-08/31/25/HARC	000000	444.07	
	I-F10000230740	101-4192-422-10	PROFESSIONAL LOGISTICS-FUEL IMP FEE/LIBRARY	000000	125.00	
	I-F10000243679	101-4192-422-02	PROFESSIONAL LOGISTICS-FUEL IMP FEE/ADAMS M	000000	125.00	
	I-F10000243679	101-4192-422-09	PROFESSIONAL LOGISTICS-FUEL IMP FEE/HARCC	000000	125.00	
01-3342	RASMUSSEN MECHANICAL SE					
	I-INV037112	101-4192-425-04	REPAIRS - CIT CAPACITOR-BELTS-GRIPNOTCH/CITY	000000	76.16	
	I-INV037118	101-4192-425-01	REPAIRS - ADA (2) POLE 40 AMP COIL/ADAMS HOU	000000	63.62	
	I-INV037126	101-4192-425-11	REPAIRS - PAR POLE 40 AMP COIL/PARKS	000000	17.54	
	I-INV037173	101-4192-425-07	REPAIRS - FIR BELT-TOP WIDTH/FIRE HALL	000000	45.27	
	I-INV037236	101-4192-426-13	SUPPLIES - RE IGNITOR-HOT SURFACE/REC CENTE	000000	222.76	
	I-INV037265	101-4192-426-13	SUPPLIES - RE FUSE 15 AMP-LOCHINVAR/REC	000000	151.69	
01-3421	S AND C CLEANERS					
	I-05/28/25 INV #156	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00	
	I-05/28/25 INV #156	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00	
	I-05/28/25 INV #156	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00	
	I-05/28/25 INV #156	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00	
	I-05/28/25 INV #156	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00	
	I-05/28/25 INV #156	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00	
	I-05/28/25 INV #296	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00	
	I-05/28/25 INV #296	101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00	
	I-05/28/25 INV #296	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00	
	I-05/28/25 INV #296	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	351.00	

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3421	S AND C CLEANERS	continued				
	I-05/28/25 INV #296	101-4192-422-11	PROFESSIONAL	PARKS	000000	594.00
	I-05/28/25 INV #296	101-4192-422-14	PROFESSIONAL	BALL PARK BACK WHEN THEY BUCK	000000	540.00
	I-05/28/25 INV #296	101-4192-422-06	PROFESSIONAL-	BACK WHEN THEY BUCKED	000000	81.00
01-3836	MID-AMERICAN RESEARCH C					
	I-0849442-IN	101-4192-426	SUPPLIES	HI-TIDE RTU-ORG FLR CLNR/PB	000000	414.79
01-3838	BLUEPEAK					
	I-TELEPHONE 05/16/25	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	86.41
	I-TELEPHONE 05/16/25	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	1,080.05
	I-TELEPHONE 05/16/25	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	299.96
	I-TELEPHONE 05/16/25	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	256.05
	I-TELEPHONE 05/16/25	101-4192-428-10	UTILITIES - L	LIBRARY	000000	248.95
	I-TELEPHONE 05/16/25	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	183.21
	I-TELEPHONE 05/16/25	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	82.99
	I-TELEPHONE 05/16/25	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	43.08
	I-TELEPHONE 05/16/25	101-4192-428-06	UTILITIES - D	DAYS OF '76	000000	84.53
	I-TELEPHONE 05/16/25	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	52.99
01-4711	AMAZON CAPITAL SERVICES					
	I-197H-FKFN-MTVW	101-4192-426-06	SUPPLIES - DA	SUBMETERS/DAYS GRANDSTANDS	000000	590.00
	I-197H-FKFN-MTVW	101-4192-426	SUPPLIES	LIGHT BULBS-URINAL SEALS/PB	000000	116.08
01-4721	TOWEY DESIGN GROUP INC.					
	I-25-1261	101-4192-422-17	PROFESSIONAL-	DAYS OF 76 MUS SIDEWALK REP/PB	000000	2,451.15
01-4945	QUADIENT LEASING USA, I					
	I-Q1852344	101-4192-422	PROFESSIONAL	LEASE - 6/10 - 9/9/25	000000	284.46
01-5178	LEGENDARY ELECTRIC LLC					
	I-4779	101-4192-425-13	REPAIRS - REC	REPLACE FUSES-HOLDERS/REC CENT	000000	612.07
01-5420	STEAM CLEANING SPECIALI					
	I-5841	101-4192-422-06	PROFESSIONAL-	CLEAN FAN-DUCT-HOOD-FILTERS/GR	000000	1,031.86
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	30,279.02

01-4946	CIVICPLUS LLC					
	I-331409	101-4193-422	PROFESSIONAL	MUNICODE SOFTWARE	000000	600.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	600.00

01-4195	MARCO					
	I-39249183	101-4210-422	PROFESSIONAL	COPIER CONTRACT - POLICE	000000	177.22
				DEPARTMENT 210 POLICE	TOTAL:	177.22

PACKET: 07072 COMBINED - 06/03/25

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
01-0782	JACOBS PRECISION WELDIN					
	I-56454	101-4221-426	SUPPLIES	REC TUBE - BRUSH #6 - FIRE DPT	000000	5.50
01-1171	A & B BUSINESS SOLUTION					
	I-IN1263090	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT	000000	96.96
01-2594	DEADWOOD FIRE DEPARTMEN					
	I-01/14/25-E TRAILER	101-4221-425	REPAIRS	REIMBS FOR REPAIR LADDER 5/ FD	000000	85.31
01-3977	ACE HARDWARE OF LEAD					
	I-41820	101-4221-426	SUPPLIES	WHEEL BUFF,ARBOR ADPTR - FIRE	000000	22.96
01-4711	AMAZON CAPITAL SERVICES					
	I-1J9H-GVDC-1RWR	101-4221-426	SUPPLIES	SPARE TIRE CARRIER - FIRE DEPT	000000	74.99
	I-1Q9L-H9CJ-PRDN- #2	101-4221-426	SUPPLIES	BADGE HOLDERS - FIRE DEPT	000000	9.89
01-5076	IIA LIFTING SERVICES, I					
	I-INDI97512	101-4221-422	PROFESSIONAL	SAFETY INSPECTION-LADDER#5- FD	000000	1,407.60
01-5077	PATRIOT FIRE & SAFETY I					
	I-INV-3282	101-4221-422	PROFESSIONAL	ANNUAL SVC TESTS/ENG.#1 - FD	000000	526.73
	I-INV-3283	101-4221-422	PROFESSIONAL	ANNUAL SVC TESTS/ENG.#2- FD	000000	555.08
	I-INV-3284	101-4221-422	PROFESSIONAL	ANNUAL SVC.TESTS/LADDER #5 -FD	000000	660.60
01-5089	JERRY GREER'S AUTO SHOP					
	I-1-73791	101-4221-425	REPAIRS	6 NEW TIRES - ENGINE#2 - FD	000000	4,284.11
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						7,729.73
01-1003	VERIZON WIRELESS					
	I-6113183055	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-4711	AMAZON CAPITAL SERVICES					
	I-1NYT-JG6X-JNLK	101-4232-426	SUPPLIES	SELF INKING STAMP/BLDG INSP	000000	18.00
01-5066	LOOKOUT PLAN + CODE CON					
	I-25041	101-4232-422	PROFESSIONAL	476 WILLIAMS ST PLAN REVIEW/BI	000000	341.24
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						386.21
01-0551	MENARD'S					
	I-63815	101-4310-425	REPAIRS	BEAM-END FRAME/STRTS	000000	351.19
01-0677	LAWSON PRODUCTS, INC.					
	I-9312492889	101-4310-426	SUPPLIES	100 FT SS STRAPPING/STRTS	000000	93.12
01-0782	JACOBS PRECISION WELDIN					

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0782	JACOBS PRECISION WELDIN	continued				
		I-31934	101-4310-426	SUPPLIES SAND BLASTIN GMEDIA/STRTS	000000	70.71
01-1003	VERIZON WIRELESS					
		I-6113183055	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.58
01-1058	DAKOTA SUPPLY GROUP					
		I-S104453208.003	101-4310-426	SUPPLIES (12) RAB A19-15-E26-830 DIM/ST	000000	71.86
01-1171	A & B BUSINESS SOLUTION					
		I-IN1263036	101-4310-424	RENTALS CINTRACT BASE RATE/STRTS	000000	83.14
01-1500	A & B WELDING					
		I-0001443614	101-4310-426	SUPPLIES BALL NOSE-FLP DISC-GLAZE/STRTS	000000	143.07
01-3837	SACRISON ASPHALT					
		I-25007-01	101-4310-425	REPAIRS (3.02) ASPHALT/STREETS	000000	235.56
01-4631	CAPFIRST EQUIPMENT FINA					
		I-38411	101-4310-434	MACHINERY/EQU 2019 CAT 938M LOADER M026337	000000	100,079.87
01-5356	CED SPEARFISH					
		I-8170-1008394	101-4310-426	SUPPLIES PS/CCT 60W FLOOD LIGHT/STRTS	000000	212.03
		I-8170-1008415	101-4310-426	SUPPLIES WIRE-ORBIT-ARL-IDEAL/STRTS	000000	312.39
		I-8170-1008651	101-4310-426	SUPPLIES (1) EATON-(75) IDEAL BULBS/STR	000000	131.84
				DEPARTMENT 310 STREETS	TOTAL:	101,820.36
01-1171	A & B BUSINESS SOLUTION					
		I-IN1263037	101-4520-424	RENTALS CONTRACT BASE RATE/PARKS	000000	163.57
01-1424	SOUTHSIDE SERVICE					
		I-0062330	101-4520-425	REPAIRS TIRE REPAIR/PARKS	000000	30.00
01-1502	BLACK HILLS CHEMICAL					
		I-291449	101-4520-426	SUPPLIES (36) 45 GAL BARG BAGS/PARKS	000000	1,439.35
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-1805643	101-4520-425	REPAIRS REPAIR SCAG-INSTALL BLADES/PAR	000000	47.50
		I-1-2020736	101-4520-426	SUPPLIES (4) SPOOL NYLON LINE/PARKS	000000	79.96
		I-1-2021132	101-4520-426	SUPPLIES CEZ BLOWER-MIX OIL HP/PARKS	000000	277.53
01-3094	BOMGAARS					
		I-05/16/25 STATEMENT	101-4520-426	SUPPLIES (65) RED MULCH/PARKS	000000	291.85
01-4711	AMAZON CAPITAL SERVICES					
		I-147K-1QTW-MQG9	101-4520-426	SUPPLIES WATER WANDHOSE REEL/PARKS	000000	80.98
		I-1PVW-KXY1-QL6M	101-4520-426	SUPPLIES (2) HDMI TO SDI CONVERTER/PARK	000000	90.37

PACKET: 07072 COMBINED - 06/03/25
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1Q9L-H9CJ-PRDN	101-4520-426	SUPPLIES SNAP SHUT BROCHURE BOX/PARKS	000000	22.88
01-5055	HIGH PLAINS REMODELS LL					
		I-184	101-4520-433	IMPROVEMENTS LABOR-EQUIPMENT/PICNIC GORDON	000000	14,755.00
				DEPARTMENT 520 PARKS	TOTAL:	17,278.99

				FUND 101 GENERAL FUND	TOTAL:	163,771.45

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2645	HAWKINS INC					
		I-7072966	209-4510-426	SUPPLIES	POOL CHEMICAL SUPPLIES/REC	000000 1,138.42
01-4711	AMAZON CAPITAL SERVICES					
		I-1KJ6-HM1N-9NWM	209-4510-426	SUPPLIES	POOL POLE CLIPS/REC	000000 12.99
		I-1KJ6-HM1N-9NWM	209-4510-426	SUPPLIES	WATERPROOF VINYL NUMBERS/REC	000000 6.79
01-5419	TS GOVERNMENT SOLUTIONS					
		I-TS-15036	209-4510-425	REPAIRS	SRVC CALL ROWER MOTOR/REC	000000 452.93
				DEPARTMENT 510	REC CENTER	TOTAL: 1,611.13
				FUND	209 BED & BOOZE FUND	TOTAL: 1,611.13

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 212 BID #8

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-05/13/25	212-4630-423	MARKETING	BID#8 - BILL LIST- MARDI GRAS	000000 3,241.75
01-2942	FIRST GOLD HOTEL	I-05/09/2025	212-4630-423	MARKETING	3-WHEELER RALLY SPONSORSHIP	000000 40,000.00
01-3602	DEADWOOD GAMING ASSOCIA	I-625	212-4630-422	PROFESSIONAL	BID#8 CONTRIBUTION	000000 10,000.00
01-4953	MONSTERS OF DESTRUCTION	I-05/01/2025	212-4630-423	MARKETING	BID #8 SPONSORSHIP -6/28-29/25	000000 25,000.00
DEPARTMENT 630 BID 8					TOTAL:	78,241.75
FUND 212 BID #8					TOTAL:	78,241.75

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0451	RUNGE, MIKE	I-052825	215-4573-335	HIST. INTERP. GRAVE PHOTOS, THORPE CATALOG	000000	83.72
01-3044	LAWRENCE CO. EQUALIZATI	I-052325	215-4573-340	HIST. INTERP. PICTOMETRY-2024 FLIGHT	000000	11,276.00
01-4341	MITCHELL TECHNICAL INST	I-052325	215-4573-380	HIST. INTERP. JERZIE ARTZ SCHOLARSHIP	000000	500.00
		I-0523251	215-4573-380	HIST. INTERP. CRUZ MOLLMAN SCHOLARSHIP	000000	500.00
01-4491	SD SCHOOL OF MINES & TE	I-052325	215-4573-380	HIST. INTERP. CONNOR HARRISON SCHOLARSHIP	000000	1,000.00
01-4690	SD STATE UNIVERSITY	I-052325	215-4573-380	HIST. INTERP. JONAS RUNGE SCHOLARSHIP	000000	1,000.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL:						14,359.72
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 05/22/25	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	32.11
01-3909	HISTORIC RAPID CITY	I-052725	215-4575-520	GRANT/LOAN PR 2024 RD 1 OUTSIDE DWD GRANT	000000	3,500.00
01-4247	SD HISTORICAL SOCIETY F	I-052725	215-4575-525	GRANT/LOAN PA 2024 RD 2 OUTSIDE DWD GRANT	000000	5,000.00
01-4739	WATERS HARDWARE-HP PAIN	I-7651 /S	215-4575-525	GRANT/LOAN PA 23 WASHINGTON PAINT	000000	65.83
		I-7759 /S	215-4575-525	GRANT/LOAN PA 822 MAIN DECK BASE, CAULK, PAINT	000000	211.11
		I-7773 /S	215-4575-525	GRANT/LOAN PA 1 JOHN ST CAULK, PRIMER, PAINT	000000	392.29
		I-7786 /S	215-4575-525	GRANT/LOAN PA 1 JOHN ST CAULK	000000	11.66
		I-7822 /S	215-4575-525	GRANT/LOAN PA 1 JOHN ST WHITE & TINT PAINTS	000000	384.38
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						9,597.38
01-2394	GUNDERSON, PALMER, NELS	I-140373	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,106.75
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,106.75
01-4636	C.C.SIGNS LLC	I-1288	215-4577-775	CAPITAL ASSET TOOTSIE NEON SIGN	000000	1,840.60
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O TOTAL:						1,840.60

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-6113183055	215-4641-428	UTILITIES	CITY ARCHIVIST/HP	000000 40.01
01-1725	QUILL LLC					
		I-44071425	215-4641-426	SUPPLIES	SUPPLIES HP/P&Z	000000 65.69
		I-44083213	215-4641-426	SUPPLIES	SUPPLIES HP/P&Z	000000 83.56
01-4711	AMAZON CAPITAL SERVICES					
		I-1T36-PJJH-NJWD	215-4641-426	SUPPLIES	NEW HIRE SUPPLIES	000000 29.73
01-4946	CIVICPLUS LLC					
		I-331409	215-4641-422	PROFESSIONAL	MUNICODE SOFTWARE	000000 387.00
01-5278	DARK CANYON COFFEE					
		I-148852	215-4641-426	SUPPLIES	HP/P&Z COFFEE	000000 131.80
01-5417	OFFICE SHOP INC.					
		I-315634	215-4641-434	MACHINERY/EQU	MIKE RUNGE COPIER REPAIR	000000 329.77
DEPARTMENT 641 OFFICE HIST. PRES.						TOTAL: 1,067.56
FUND 215 HISTORIC PRESERVATION						TOTAL: 27,972.01

PACKET: 07072 COMBINED - 06/03/25
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4877	SUNKEN FOUNDATION SOLUT					
		I-1268	216-1310	DUE FROM OTHE 51 HIGHLAND AVE BAILEY	000000	17,340.00

			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	17,340.00

01-1496	LAWRENCE CO. REGISTER O					
		I-052825	216-4653-960	CLOSING CO 67 TERRACE WILKINSON	000000	30.00
		I-0528251	216-4653-960	CLOSING CO 15 WASHINGTON MASSA	000000	30.00

			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	60.00

			FUND	216 REVOLVING LOAN	TOTAL:	17,400.00

PACKET: 07072 COMBINED - 06/03/25

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
01-0684	NORTHWEST PIPE FITTINGS					
		I-1515276	602-4330-425	REPAIRS INLET FRAME REG SEAT-FREIGHT/W	000000	1,909.40
		I-1515490	602-4330-425	REPAIRS (6) MCDON REPAIR LID FITS/WATE	000000	372.60
01-1003	VERIZON WIRELESS					
		I-6113183055	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6113183055	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6113183055	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6113183055	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	47.73
		I-6113183055	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	42.73
01-1171	A & B BUSINESS SOLUTION					
		I-IN1263036	602-4330-424	RENTALS CINTRACT BASE RATE/WATER	000000	83.14
01-1330	DANR - FISCAL OFFICE					
		I-25-INV0000111	602-4330-422	PROFESSIONAL DRINKING-SURFACE WATER PROGRAM	000000	650.00
01-1365	SD PUBLIC HEALTH LAB					
		I-10621094	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1KX7-P7G7-JXY9	602-4330-426	SUPPLIES SAND BLASTER GUN/WATER	000000	37.90
01-4721	TOWEY DESIGN GROUP INC.					
		I-25-1235	602-4330-422	PROFESSIONAL HWY 85 DRINK WTR EXPANS/WTR	000000	2,182.23
01-5418	ANCO UNDERGROUND					
		I-INV2863	602-4330-425	REPAIRS 1-3" HDPE BL RED STR COUPL/WTR	000000	733.29
DEPARTMENT 330 WATER						TOTAL: 6,409.10
FUND 602 WATER FUND						TOTAL: 6,409.10

PACKET: 07072 COMBINED - 06/03/25

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-32829	607-4580-426	SUPPLIES COOP AD DEST DWD SPR-SUMM/MM	000000	453.00
01-3838	BLUEPEAK					
		I-PHONE 05/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	187.38
		I-PHONE 05/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	50.35
		I-PHONE 05/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	135.46
01-4711	AMAZON CAPITAL SERVICES					
		I-1KJ6-HM1N-9NWM	607-4580-426	SUPPLIES (2) KEYBOARD & MOUSE/MM	000000	57.98
01-4734	BLACK HILLS DOORS					
		I-19405	607-4580-426	SUPPLIES (4) 891 REMOTES FOR GATE/MM	000000	264.00
DEPARTMENT 580 HISTORIC CEMETERIES TOTAL:						1,148.17
FUND 607 HISTORIC CEMETERIES TOTAL:						1,148.17

PACKET: 07072 COMBINED - 06/03/25

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5416	JOHNSON, SETH					
		I-20251305	610-3360-532	PARKING FINE REFUND CITATION 256290720/P&T	000000	25.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	25.00
01-1003	VERIZON WIRELESS					
		I-6113183055	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6113183055	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMENT SYS/P&T	000000	128.19
01-3060	QUIK SIGNS					
		I-50081	610-4360-426	SUPPLIES (1000) RACKCARDS-COPIES/P&T	000000	404.00
01-3875	FMG ENGINEERING					
		I-34465	610-4360-422	PROFESSIONAL DEADWOOD HILL PARK LOT/P&T	000000	2,150.00
01-4766	IPS GROUP INC					
		I-INV106403	610-4360-422	PROFESSIONAL LPR ENF FEES 3/2025-2/2026/P&T	000000	8,700.00
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	11,422.20
01-2427	HOMETOWN MANUFACTURING					
		I-INV375	610-4361-426	SUPPLIES (4) MIRROR SWITCH/TROLLEY	000000	423.69
01-4711	AMAZON CAPITAL SERVICES					
		I-197H-FKFN-MTVW	610-4361-426	SUPPLIES SURE STEP CLEANER/TROLLEY	000000	220.00
01-5295	WAREING STURGIS					
		I-5032282	610-4361-425	REPAIRS (8) WIRE-COIL ASSY-SPRK PL/TRO	000000	3,121.36
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	3,765.05
01-3838	BLUEPEAK					
		I-TELEPHONE 05/16/25	610-4362-428	UTILITIES PARKING RAMP	000000	181.94
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	181.94
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 15,394.19

PACKET: 07072 COMBINED - 06/03/25
VENDOR SET: 01
FUND : 720 DEPOSITS HELD
DEPARTMENT: 000 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-05/16/25 -SNOCROSS	720-4000-429	OTHER DEPOSIT REFUND-SNOCROSS 2025	000000	2,350.00
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	2,350.00

				FUND 720 DEPOSITS HELD	TOTAL:	2,350.00
					REPORT GRAND TOTAL:	314,297.80



STREETS-PUBLIC BUILDINGS SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for Public Works Department procedures, routine and preventative maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of the street system within the city, including signals, lights, storm sewers, and public parking areas. Responsible of all aspects for general upkeep of the city's public facilities.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Public Work's Director.

SUPERVISION EXERCISED

Employee supervises all employees in the operation and maintenance of the street department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the streets department and public buildings department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

- Ensures proper and adequate services for streets, storm sewers, signals, lights, and public parking areas are being maintained.
- Maintains inventory of items needed for repairs and maintenance of streets, parking lots, signage, storm sewer, signals, and lighting.
- Responsible for maintenance of public buildings and facilities including general maintenance, coordination of repairs, and capital improvement on public buildings and facilities.
- Must have working knowledge and be capable of record keeping, tracking, maintaining, and operating all the city's building and facility needs.
- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.
- Prepares a variety of studies, reports, and related information for decision-making purposes.
- Responds to public inquiries about infrastructure, city-owned buildings and facilities related to the department that are made by telephone, correspondence, or during meetings.
- Ensures that adequate maintenance and routine maintenance programs are in place.
- Assures all equipment and vehicles are being maintained and serviced as required.
- Develops and reviews studies and standardizes procedures to improve efficiency and effectiveness of operations of the department.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.
- Maintains an accurate and dependable storm sewer system.
- Maintains an accurate mapping for all streets.
- Assures all state and federal requirements are satisfied.
- Oversees work on job sites and assists when necessary.
- Plans, performs, and directs snow removal per the policies and procedures of the City of Deadwood.
- Enforces all safety rules and regulations associated with the department.
- Cooperates with other city departments and assists when needed.
- Manage and participate in department's "on-call" rotation as required.
- Ability to communicate effectively.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Employee must possess a high school diploma or GED equivalent.
- A minimum of three (3) years' experience in the operation and maintenance of a streets system or any equivalent combination of education and experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Experience and knowledge of carpentry, electrical, concrete and asphalt placement skills.
- Must be able to operate backhoe, air compressor, front-end loader, and other related equipment.
- Ability to read and understand both utility and building construction plans.
- Ability to establish and maintain effective working relationships with employees, supervisors, vendors, contractors, and the public.
- Must be able to manage the city's infrastructure which includes signals, lights, storm sewers, and public parking areas, mapping, etc.
- Considerable knowledge of planning, operations, maintenance, and administration of public facilities.
- Ability to develop, coordinate, and direct varied activities involved in safety efforts and public buildings.
- Must be able to perform the upkeep of the city's facilities which include HVAC systems, computers associated with facilities, phone, security and camera systems, carpentry etc.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Employee must possess a valid South Dakota commercial driver's license (Class B) or be able to obtain one within one year of hire.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Personal computer, including software associated with streets department operations and maintenance, copy machine, phone, mobile or portable radio.

Heavy equipment and machinery (Motor grader, front-end loader, snowplow, dump truck), hand and power tools, specialty maintenance equipment, welder, utility line locator, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively 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 is frequently required to use hands to handle or operate tools, or controls, reach with hands and arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions.

The employee must be able to sit, stand, and walk for a period of time. 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: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently lift or move up to 75 pounds

The work environment characteristics attached hereto 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 employee agreement between employer and employee and is subject to change by the employee as the needs of the employer and requirements of the job change.

Functional Job Description

DATE: _____

Position: Public Works- Street Superintendent

Employee Name _____

Date Developed: 03/25/05 Revisions: June 2nd, 2025

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 - 10 HOUR DAY	COMMENTS
Sit	1	2	
Stand	2	2	
Walk	2	2	

Occasionally = 1% - 33%

Frequently = 34% - 66%

Continuously = 67% - 100%

ACTIVITY	NON E	OCCASION AL	FREQUENT LY	CONTINUOUS LY	COMMENTS
Bend/Stoop			X		
Squat		X			
Crawl		X			
Climb		X			
Reach			X		
Reach above shoulder level			X		
Crouch		X			

Kneel		X			
Balance		X			
Push/Pull			X		

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Arm guards, respirator, goggles, HPD, gloves.

Correctable vision to 20/40 Near/Far	X		
---	---	--	--

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		

Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine		X	
Complaint		X	
Emergency		X	
Handling Conflict		X	
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.		X	
Reasoning:			
Apply procedure	X		
Develop new procedure		X	
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.		X	
Interact with customers on an explanatory basis.		X	
Interact with groups of people.		X	
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information	X		

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for STREET SUPERINTENDENT**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date



April 30, 2025

City Council and Management
City of Deadwood, South Dakota
102 Sherman Street
Deadwood, South Dakota 57732

This letter serves as an addendum to the engagement letter for the City of Deadwood, South Dakota, for the year ended December 31, 2024 (dated February 11, 2025 and signed by you on March 17, 2025). All other terms and disclosures documented in the original engagement letter apply to this engagement.

Our fees for these services are based on time spent and will be calculated at our regular hourly rates as listed below:

Associate Staff	\$160
Senior Staff	\$190
Manager	\$210
Shareholder	\$320

You will also be billed for travel costs, if applicable. We anticipate our fees for these services will not exceed \$30,000. If it is determined our fees will exceed this amount, we will obtain approval from management and/or the City Council before proceeding with our work and incurring the additional fees. Invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign it and return it to us.

Sincerely,

Casey Peterson, LTD

Casey Peterson, LTD
Rapid City, South Dakota

City of Deadwood, South Dakota
April 30, 2025
Page 2 of 2

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Deadwood South Dakota by:

Signature_____

Title (Management Representative)_____

Date_____

Signature_____

Title (City Council Representative)_____

Date_____

RESOLUTION 2025 – 14

RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and sell said real property as a land exchange with the South Dakota Department of Transportation, pursuant to SDCL 6-5-5 and SDCL 9-12-5.

AND WHEREAS, the public interest will be better served by selling the following real property to the South Dakota Department of Transportation;

Outlots 3, 4, and 5 of M.S. 38, City of Deadwood, Lawrence County, South Dakota. Excepting therefrom Lot H-1, as shown on plat filed in Plat Book 4 on Page 383; Excepting therefrom Lot H-2, as shown on the plat filed in Plat Book 5 on Page 38; Excepting therefrom Lot H-3, as shown on the plat filed in Plat Book 5 on Page 53.

AND WHEREAS, the land to be designated as surplus and then sold will be utilized in future South Dakota Department of Transportation Highway Projects.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-5 and SDCL 9-12-5, the public interest will be better served by the proposed designation of surplus property and sale of land to the South Dakota Department of Transportation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4 and 9-12-5, as statutorily provided.

Dated this 2nd day of June, 2025.

City of Deadwood:

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer



FORM E

South Dakota Medical Cannabis Program LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

SECTION I. Establishment Information

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Legal Business Name <u>aka Trails Deadwood Growhouse Head Cannabis Co.</u>		Type of Establishment(s) <input type="checkbox"/> Cultivation <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Dispensary <input type="checkbox"/> Testing	
Establishment Physical Address <u>32 Charles St.</u>		Apartment or Suite # 	
City <u>Deadwood</u>	County <u>Lawrence</u>	State <u>SD</u>	ZIP Code <u>57732</u>

SECTION II. Ordinance Compliance

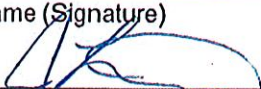
1. Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction?
 Yes ☐ (Go to question 2)
 No ☒ (Go to question 4)
2. How many of each establishment type are allowed by ordinance in the jurisdiction?
 - a. Cultivation _____
 - b. Manufacturing _____
 - c. Testing _____
 - d. Dispensary _____
3. When was the effective date for this ordinance?
 Effective Date _____
4. Are there Zoning ordinances in effect relating to medical cannabis establishments?
 Yes ☒ (Go to question 5)
 No ☐ (Go to question 6)
5. Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes ☒ No ☐
6. Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis?
 Yes ☒ (Go to question 7)
 No ☐ (Sign and certify this form)
7. Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? Yes ☒ No ☐

SECTION III. Attachments

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

SECTION IV. Certification

I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed) Jessica McKeown	Title Finance Officer	Jurisdiction City of Deadwood
Full Name (Signature) 		Date 5/22/2025



STATE OF SOUTH DAKOTA Rental Agreement

Agreement is hereby made and entered into as of the last signature date below by and between the South Dakota School for the Deaf, a state agency, located at 4101 W. 38th St. Suite 101, Sioux Falls, SD 57106 (the "TENANT") and City of Deadwood located at 102 Sherman Street, Deadwood, SD 57732 (the "LANDLORD").

The TENANT hereby enters into this agreement for services with LANDLORD in consideration of and pursuant to the terms and conditions set forth herein.

1. Rental of premises (office space) located at 3 1/2 Siever Street Deadwood, SD 57732.
2. The TENANT agrees to pay rent in the sum of \$400.00 per month in a lump sum payment of \$4,800.00 per year.
3. Rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENANT is responsible for TENANT'S own telephone, internet and cleaning expenses.
4. This Agreement is for July 1, 2025 through June 30, 2030. It may be terminated by either party hereto upon thirty (30) days written notice.
5. The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Fourth Judicial Circuit, Lawrence County, South Dakota.
7. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notice shall be given by and to Nancy McKenzie on behalf of the TENANT, and by Charlie Struble-Mook on behalf of the LANDLORD, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

8. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
9. All other prior discussion, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: _____

BY: _____

Nancy McKenzie, Senior Accountant

Charlie Struble-Mook, Mayor

Date: _____

Date: _____

Name and phone number of contract person in State Agency, who can provide additional information regarding this contract: Nancy McKenzie (605) 275-7534

PARKING LEASE WITH
PETERSON CPA

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and PETERSON CPA, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "PETERSON".

CITY and PETERSON agree that PETERSON shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Seiver Street under the following terms and conditions:

I.

The term of this lease shall be for one (1) year, to commence on June 1, 2025 and terminate on May 31, 2026. The parties acknowledge and agree that PETERSON, its employees, representatives and invitees may use (3) three parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

PETERSON agrees to pay to CITY as rent the sum of two hundred twenty-five and No/100ths Dollars (\$225.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1st day of June, 2025, with payment made the first day of each following month through May, 2026.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that PETERSON is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not PETERSON uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

PETERSON and CITY agree that PETERSON shall be assigned specific spaces by CITY on Seiver Street and that such space will be available at all times described above for use by PETERSON.

PETERSON shall be responsible for all costs of signage, CITY shall install all signage. PETERSON agrees to abide by all rules and regulations established by CITY for Seiver Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

PETERSON agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. PETERSON acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Seiver Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to PETERSON vehicles or its contents while parking on Seiver Street. PETERSON agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Seiver Street at its own risk and responsibility.

V.

PETERSON shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by PETERSON, and against any loss, damage, or expense resulting from injury to PETERSON.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either PETERSON or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this XX day of XXX, 2025.

CITY OF DEADWOOD

Alea Struble, Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this _____ day of XXX, 2025.

Peterson CPA

By: Joe Peterson


TALLGRASS LANDSCAPE ARCHITECTURE, LLC

413 North 4th Street
Custer, SD 57730
605.673.3167
605.517.1899

info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com

Proposal for Services

Project: Deadwood Hwy 85/385 Parking Lot
City of Deadwood, South Dakota
Date: May 23, 2025

Justin Lux, Parking & Transportation Director
City of Deadwood
108 Sherman Street
Deadwood, SD

Justin,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal for a concept design for a satellite parking lot on the City's newly acquired property north of the Hwy 85/385 intersection.

We understand that you would like to have the standard Deadwood fence around the south, east, and west sides of the parking lot with access to the southwest and a logical access for adjacent properties. There should be consideration for a sidewalk that connects the parking lot to the Pluma rest area and trailhead. The parking lot will be gravel initially with potential paving at a later date. To reduce costs, meetings will be held when Tallgrass staff will be in Deadwood for other projects or will be held virtually.

The following scope outlines our commitment to this project:

Project Scope:

The following items have been identified as elements of the desired scope of the project:

- 1-2 Concept designs for an overflow parking lot that includes a fence and landscaping using existing satellite imagery.
- A final concept design integrating comments from City staff
- Opinion of Probable Cost

Owner's Responsibility:

In order to support the project in an efficient way, the owner shall:

- Provide existing site data to Tallgrass, such as any existing surveys or other mapping to assist with the accuracy of the Plan.
- Provide timely feedback on design concepts and the plan

Project Schedule:

We can start on this project immediately and propose to provide concept design services during the months of June-August 2025, depending on the availability of City staff. We propose three meetings as follows:

Tallgrass Proposal for Services
85/385 Satellite Parking Lot

May 23, 2025

- A. On-site kickoff meeting with City staff
- B. Preliminary concept plan meeting & review (virtual)
- C. Final Plan & Opinion of Probable Cost meeting (virtual)
- D. Additional virtual meetings as needed to guide the design of the satellite parking lot.

Our detailed project approach follows:

1.1 Site Analysis

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall:

- A. Identify existing site conditions and features.
- B. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to layout, grading, drainage, erosion, etc.
- C. Advise the City of any additional tests and surveys that may be required as they pertain to the Project.

1.2 Schematic Design Phase

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- A. Prepare studies and relational diagrams for the organization and placement of proposed program elements taking in consideration the existing site features and the requirements of other program elements
- B. Evaluate alternative design concepts and, in conjunction with the Owner, identify a preferred design concept
- C. Based on the preferred design concept, prepare a scaled schematic design plan illustrating the form and configuration of the proposed improvements on the site
- D. Preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- E. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- F. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Prime Consultant for review and approval.

1.3 Additional Services

Services not included but could be added if desired:

- A. Civil Engineering and other engineering design, including stormwater management
- B. Construction Documentation, Specifications, Bidding, and Administration

Compensation:

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted. Not to exceed services shall be billed at cost to owner.

Task	Fee
Meetings, Site Analysis, Schematic Design	\$3,720.00
Total Design Cost	\$3,720.00

Tallgrass Proposal for Services
85/385 Satellite Parking Lot

May 23, 2025

Billing:

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Our proposed fees are based upon our hourly rates which are as follows:

Senior Landscape Architect	\$142.00
Landscape Architect	\$115.00
Landscape Architect in training	\$85.00

As always, thank you for considering us for this work. We really appreciate it!



Tanya Olson
 COO & Principal Landscape Architect
Tallgrass Landscape Architecture, LLC
 413 North 4th
 Custer, SD 57730
matt@tallgrasslandscapearchitecture.com

Authorization to Proceed with the Work Proscribed Herein

Signature: _____ Date: _____

Title: _____

Technology Inc

11069 Business HWY 212
 Belle Fourche, SD 57717 US
 +16052101123
 support@bhtechinc.com
 www.bhtechinc.com

ADDRESS

Lornie Stalder
 City of Deadwood
 108 Sherman St
 Deadwood, SD 57732

ESTIMATE # 1286**DATE** 04/16/2025**EXPIRATION DATE** 05/16/2025

ACTIVITY	DATE	QTY	RATE	AMOUNT
Verkada CF81-30E-HW CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max		1	1,999.99	1,999.99T
Verkada ACC-MNT-PEND-1 Pendant Cap Mount		1	69.99	69.99T
Parts Pole for camera drop down, ceiling fastener for pole		1	46.98	46.98T
Verkada LIC-CAM-1Y-CAP 1-Year Camera License, Capacity Increase		1	199.99	199.99T
Verkada CH52-1TBE-HW CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention		1	3,599.99	3,599.99T
Verkada ACC-POE-60W PoE++ (802.3bt-2018) Injector, GigE		1	149.99	149.99T
Verkada LIC-CH52-1Y-CAP 1-Year CH52 Multisensor Camera License, Capacity Increase		1	599.99	599.99T
Cat 5e Cable Camera power & networking wire		200	0.20	40.00T
Labor Install multisensor camera with city custom mount, install fisheye camera with pole drop down, wire both cameras, add cameras to city Verkada account - setup new site in Verkada Command, Call SDN and have them open ports to allow cameras to connect to the internet, adjust and test cameras		1	1,300.00	1,300.00T

ACTIVITY	DATE	QTY	RATE	AMOUNT
<ul style="list-style-type: none"> - Verkada cameras come with 10 year manufacture warranty - \$799.98 will be billed annually for camera licenses (price may change if Verkada increases pricing) - Does NOT include corner mount and bracket for multisensor cameras, City is going to provide light housing to mount camera (one needs to be able to mount on a corner of trolley building closest to the gas pumps) - Planning on using city scissor lift inside garage - May need a little bit of conduit work depending on how mounts are built 				
** For Trolley Shop **				

A 50% deposit is required upfront. The remaining balance is due when the work is completed.

SUBTOTAL	8,006.92
TAX	0.00
TOTAL	\$8,006.92

Accepted By

Accepted Date



TimeClock Plus, LLC
PO Box 913377
Denver, CO. 80291-3377

INVOICE

Invoice	Customer	Invoice Date	Due Date
INV00418942	A00018657 City of Deadwood	05/19/2025	06/18/2025

Bill To	Ship To
City of Deadwood Maddy Geppert 102 Sherman St Deadwood, South Dakota 57732	City of Deadwood Maddy Geppert 102 Sherman St Deadwood, South Dakota 57732

Sales Rep	Payment Term	PO Number	Remit To
Matthew Huffaker	Net 30		Bank: Wells Fargo Account: 3993679327 ACH Routing: 111900659 Wire Routing: 121000248

Description	Ordered	Unit Cost	Total
Enterprise License Annual Charge 06/03/2025-06/02/2026	110	40.43	\$4,447.30

Notes:

Gross Amount	\$4,447.30
Tax	\$0.00
Total	\$4,447.30
Credits	\$0.00
Payments	
Invoice Balance	\$4,447.30
Currency	USD



TimeClock Plus, LLC
PO Box 913377
Denver, CO. 80291-3377

INVOICE

Invoice	Customer	Invoice Date	Due Date
INV00416648	A333263-00000 City of Deadwood	05/05/2025	06/04/2025

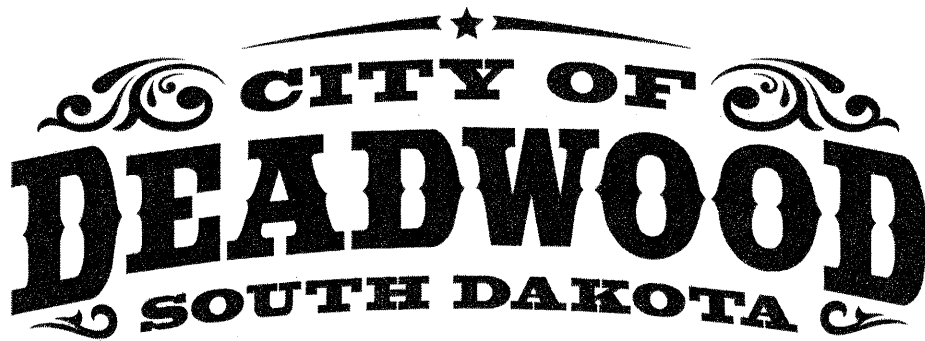
Bill To	Ship To
City of Deadwood Maddy Geppert 102 Sherman St Deadwood, South Dakota 57732	City of Deadwood Maddy Geppert 102 Sherman St Deadwood, South Dakota 57732

Sales Rep	Payment Term	PO Number	Remit To
	Net 30		Bank: Wells Fargo Account: 3993679327 ACH Routing: 111900659 Wire Routing: 121000248

Description	Ordered	Unit Cost	Total
Humanity Enterprise Employee License - Annual 06/03/2025-06/02/2026	50	48.75	\$2,437.50

Notes:

Gross Amount	\$2,437.50
Tax	\$0.00
Total	\$2,437.50
Credits	\$0.00
Payments	
Invoice Balance	\$2,437.50
Currency	USD



Event Complex Rental and Use Agreement

Event: Parts Unlimited Dealer Ride

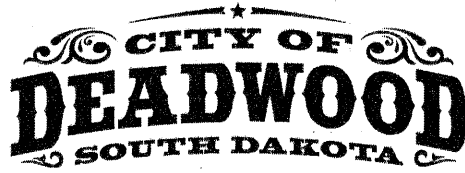
Date of Event: October 11-15, 2025

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: Parts Unlimited Dealer Ride

Contact Information:

Name of Applicant: Lisa Reif

Business/Organization: LeMans Corporation dba/Parts Unlimited

Mailing Address: PO Box 5222

City, State Zip: Janesville WI 53547

Business Phone: 608-741-5350

Cell Phone: _____

Email Address: lreif@parts-unltd.com

Dates Event Complex requested:

Set up Date(s): 10/11/25 Hour(s): 8AM - overnight

Event Date(s): 10/12 - 10/15/25 Hour(s): continuous

Clean-up Date(s): 10/15/25 Hour(s): departure

Approximate number of people who will attend: 160

I am applying to use the:

(Please check property requested)

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

Office use Only
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

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 – Title 5 – Business License. This ordinance may apply.

Additional contacts:

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

Name: N/A Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ 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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities \$ _____
 Add'l Set-up/Tear Down \$ _____
 Baseball Fields \$ _____
 Parking Lots Only \$ 1,000.00
 Tent ~~5~~ **3** \$ 1,800.00
 Event Complex Cleaning
 And Trash Removal \$ **\$250**
 Cleaning/Ferguson/Baseball \$ _____
 Streaming \$ _____
 Total Fees \$ ~~2,800.00~~
\$3,050

Request to Waive
☐
☐
☐
☐
☐
Refundable Deposits

Key Deposit \$ 100.00
 Damage Deposit \$ 1,250.00

Total Deposits **\$1,350.00**

Alcohol Fee (Pg 18)
 (\$100.00 per day) \$ _____

Organization: LeMans Corporation dba/Parts Unlimited

Signature: *Calley Rannum*
LeMans Corp

Date: **4-1-25**

Parts Unlimited Dealer Ride - October 11-15	Fees	Request to Waive	Notes
Event Complex Facilities			
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 1,000.00		
Tent X 3	\$ 1,800.00		
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
Total Fees	\$ 3,050.00		
Minus Request to Waive			Paid w/deposit of \$1350

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 KS

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 KS

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

Initials KS

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 KS

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

Initials KS

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.
- ☒ All exits cannot be blocked during the event.
- ☒ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☒ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☒ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☒ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials KS

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 KS

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) 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: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

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):

Parking lots around football field for oversized truck/trailer parking and parking lots near football endzone with tents. We will set up a vendor row with vendor booths for our attendees. More visual with swag being handed out. No buying or selling.

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 KS

- 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 X

Initials KS

- 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 KS

- 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 KS

- 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 KS

- 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 KS

- 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 KS

- 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 KS

- 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 KS

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: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommmervold

Title: Event Manager

Signature: Kathy Sommmervold

Date: 4-1-25

LeMans Corp.

Not Applicable

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: _____

Not Applicable

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: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Parking Requirements

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants

*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

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

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-7-25

LeMans Corp

Not Applicable

Responsibilities to and of the Concessionaire

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

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

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

Organization: LeMans Corporation dba/Parts Unlimited

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 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.

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

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

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

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

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

Organization: LeMans Corporation dba/Parts Unlimited Name: Kathy Sommervold

Title: Event Manager Signature: Kathy Sommervold

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

Not Applicable

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials KS

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.

Initials KS

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 KS

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 KS

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Sign and Banner Policy

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

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

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. Please reference the attached fee list of services.
- 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
- 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: LeMans Corporation dba/Parts Unlimited

Requirements (If first time renter):

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

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

1) Name: Holiday Inn Marquette Phone Number: 906-315-4224

City/State: Marquette, MI Event Name: Parts Unlimited Dealer Ride / UP300

Event Location: Marquette, MI Email: roomsales@mqtmi.holidayinn.com

2) Name: Louisville Marriott Downtown Phone Number: 502-627-5045

City/State: Louisville, KY Event Name: Louisville NVP Product Expo

Event Location: Louisville, KY Email: kassie.simmons@whitelodging.com

3) Name: Baird Center Phone Number: 414-908-6067

City/State: Milwaukee, WI Event Name: Milwaukee NVP Product Expo

Event Location: Milwaukee, WI Email: kschwantes@wcd.org

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

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

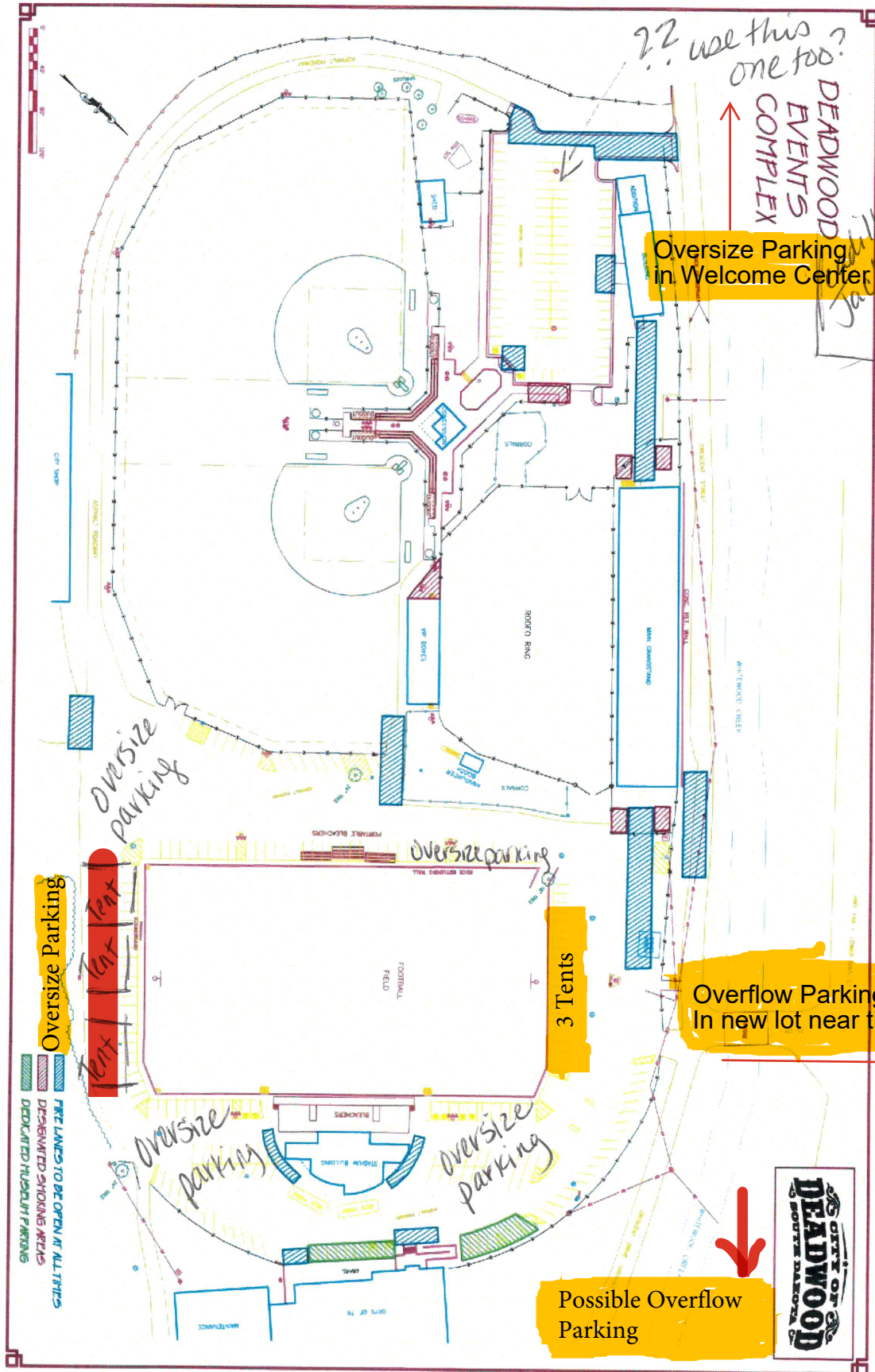
Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold Title: Event Manager

Signature: Kathy Sommervold LeMans Corp Date: 4-1-25

Daytime Phone Number: 608-758-1111

Date of your Event(s): 10/11/25 - 10/15/25 Group/Event Name: Parts Unlimited Dealer Ride



NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on May 29, 2025, **to repair the retaining wall at the following location: 114 McGovern Hill** for the City of Deadwood. Bids will be publicly opened and read on May 29, 2025 at 2:00 p.m. with results presented on June 2, 2025 at the City Commission meeting at City Hall, 102 Sherman, Deadwood, SD. A pre-bid meeting will be held May 22, 2025, 2:00 p.m. at 114 McGovern Hill, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Retaining Wall Project – 114 McGovern Hill**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th Day of May, 2025

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: May 9, 2025 and May 16, 2025

For any notice that is published twice:

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

BID TAB		
29-May-25		
114 McGovern Hill Retaining Wall		
Engineer Estimate	<u>\$196,150.00</u>	<u>\$10,500.00</u>
<u>Bidder</u>	<u>Base Bid</u>	<u>ALT #1</u>
Baroque Advantage	\$ 173,675.71	\$ 25,579.20
Complete Concrete	\$ 204,900.00	\$ 56,700.00
Ponderosa Builders	\$ 160,000.00	\$ 39,000.00
RCS Construction	\$ 151,000.00	\$ 28,000.00
Rogers Construction	\$ 202,992.50	\$ 28,800.00
Staff Present:		
Jessicca McKeown		
Kevin Kuchenbecker		
Lornie Stalder		
Also Present:		
Robert Barick - Baroque Advantage		
Daryl Schlicht - Baroque Advantage		
Josh Obermueller- Ponderosa Builders		
Morgan Rogers - Rogers Construction		
Barry Wood - RCS Construction		

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE, PACKAGE (OFF-SALE)
LIQUOR, RETAIL (ON-OFF SALE) WINE AND CONVENTION CENTER
RETAIL (ON SALE) LIQUOR LICENSES**

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

1 - Convention Center (on-sale) Liquor:

Notice of transfer for Deadwood Hospitality Resort, LLC, (CL-15404) Lots 1A, 2A, and 3A and Tract A2A of Deadwood Gulch Addition II, formerly Lots 1, 2, & 3 and Tracts A1 & A2 being a subdivision of Tract A of Deadwood Gulch Addition II. All located in the NE ¼, SE1/4, and SW1/4 of Section 27, to Hospitality Management, LLC located at 304 Cliff Street.

1 - Retail (on-off sale) Wine:

Notice of transfer for Deadwood Hospitality Resort, LLC, (RW-6401) same legal as above, to Hospitality Management LLC located at 304 Cliff Street.

1 - Package (off-sale) Liquor:

Notice of transfer for Deadwood Hospitality Resort, LLC, (PL-4522) same legal as above, to Hospitality Management LLC located at 304 Cliff Street.

1 - Retail (on-off sale) Malt Beverage License:

Notice of transfer for Deadwood Hospitality Resort, LLC, (RB-2609) same legal as above, to Hospitality Management LLC located at 304 Cliff Street.

Notice is further given that any person, persons, or their attorney may appear and be heard at said scheduled Public Hearing who are interested in the approval or rejection of this transfer application.

Dated this 19th day of May, 2025.

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 23, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

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



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

BOARD OF ADJUSTMENT

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: June 2, 2025
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Vacation Home
 Establishment

APPLICANT(S): Hidden Gulch Cabin – Glen and Sherry Morovits
PURPOSE: Annual Review – Conditional Use Permit – Vacation
 Home Establishment
ADDRESS: 140 Timm Lane
 Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Lot 6 of the Arnio Subdivision of M.S. 107, according
 to S.C. Berry plat recorded in Plat Book 2 Page 88D,
 City of Deadwood, Lawrence County, South Dakota.
FILE STATUS: Legal obligations are being met.
ZONE: CH – Commercial Highway
STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: PF – Park Forest	Open Space
South: CH – Commercial Highway	Mickelson Trail
East: CH – Commercial Highway	Residence
West: CH – Commercial Highway	Accessory Structures

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 May 20, 2024, to operate a Vacation Home Establishment at 140 Timm Lane.

Conditional Use Permit Review – Vacation Home Establishment
140 Timm Lane
June 2, 2025

The subject property is located on Timm Lane and is surrounded by a Commercial Highway zoning district on three (3) sides and Park Forest zoning behind the property.

FACTUAL INFORMATION

1. The property is currently zoned CH - Commercial Highway.
2. The subject property has access from Timm Lane.
3. The subject property is located within a zone intended to provide locations for commercial use.
4. The property is in the Regulatory Floodway.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of residences, industrial buildings and open space.

STAFF DISCUSSION

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

“Vacation Home Establishment” means:

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

COMPLIANCE:

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

According to Deckard – Rentalscape the property was booked 135 nights in the past 12 months and receives 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
140 Timm Lane
June 2, 2025

- 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 CH– Commercial Highway District and is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking. There are four (4) Short-Term Rentals in the immediate area, including the subject property.

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

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

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

Conditional Use Permit Review – Vacation Home Establishment
140 Timm Lane
June 2, 2025

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 the immediate area. The appearance of the structure has not changed, except for a newly constructed garage; therefore, the character and use of the buildings and structures adjoining the subject property have not been adversely affected.

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

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

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

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

Conditional Use Permit Review – Vacation Home Establishment
140 Timm Lane
June 2, 2025

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

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

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. A state sales tax number from the South Dakota Department of Labor has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets applicable the building codes.
4. City water and sewer rates have changed from residential to commercial rates.
5. Proper paperwork has been filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. City of Deadwood Business and Short-Term Rental Licenses have been maintained and are active.
7. A Lodging License from the South Dakota Department of Health has been maintained and is active.
8. All parking shall be off street
9. Any new construction or substantial improvements to this property must meet Chapter 15.36 – Flood Hazard Protection Regulations.

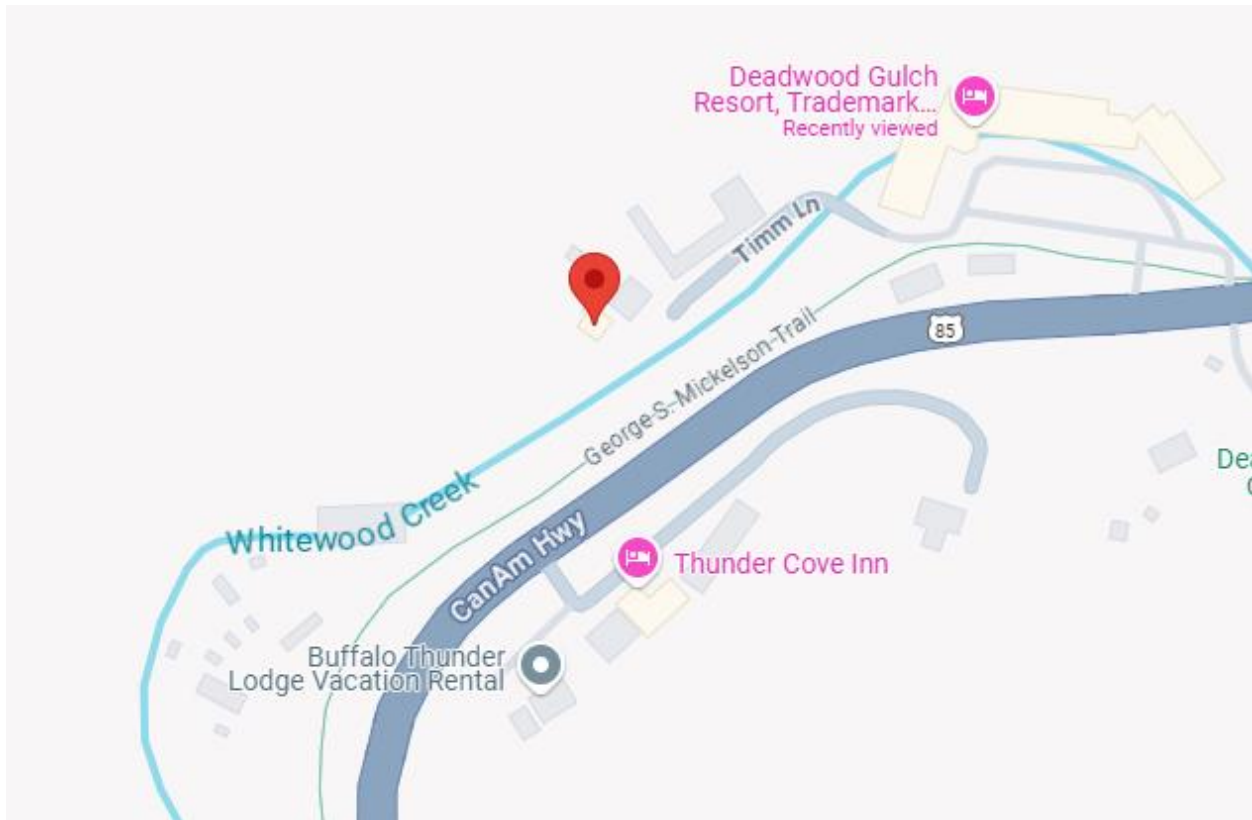
ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission May 21, 2025).



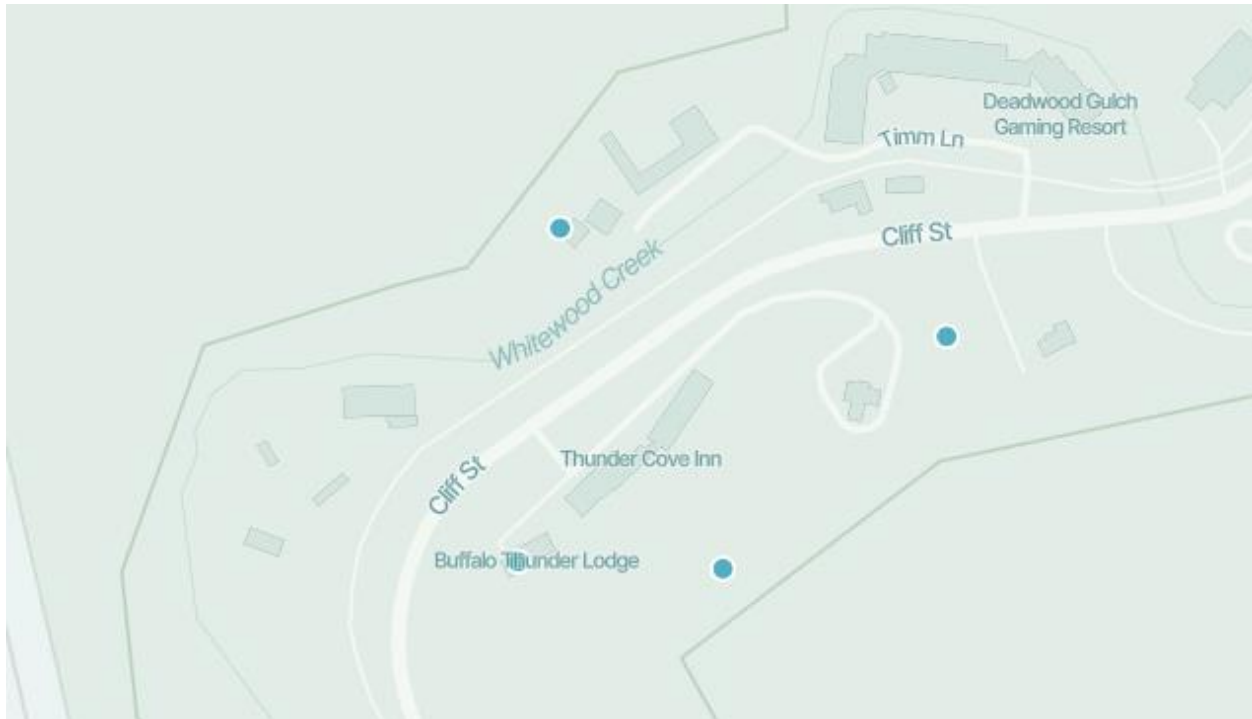
Aerial photo of 140 Timm Lane, Deadwood, SD 57732.





Map showing location of 140 Timm Lane, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 140 Timm Lane.

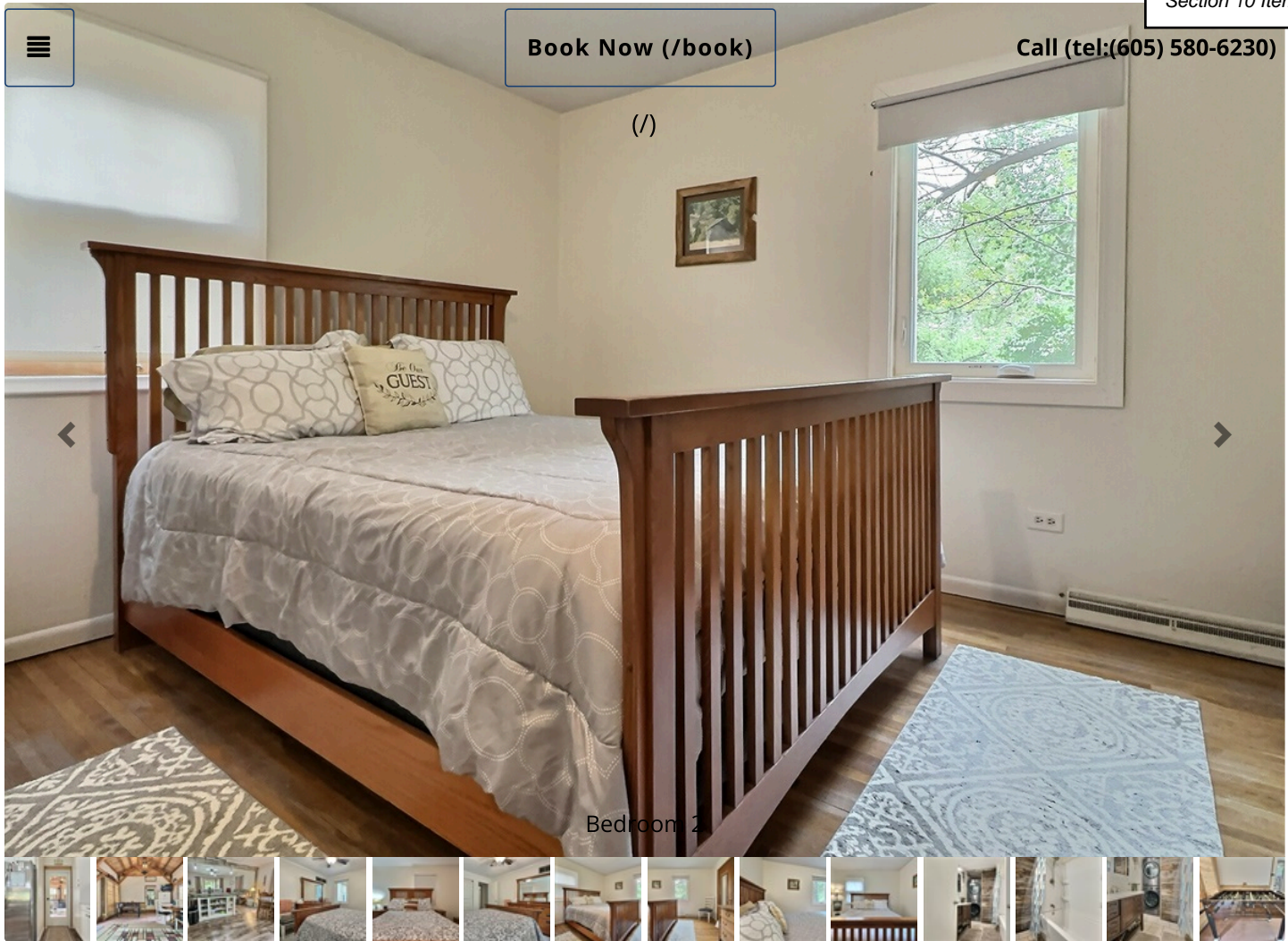




Zoning map showing 140 Timm Lane, Deadwood, SD 57732

Zoning Legend

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



\$75-761/night

2 Bedrooms • 1 Bath • Sleeps 2-4

Internet Wood Stove River Mountain (more...)

Welcome to Hidden Gulch Cabin, where serenity and convenience collide. Whitewood Creek flows through the tree-lined property, and the famous Mickelson Trail awaits less than 200 yards away. If you are ready to try your luck, the Deadwood Gulch Casino is also just 200 yards away, or hop in the trolley and get to numerous other locations throughout Deadwood.

This location is also conveniently located at the gateway to the Northern Black Hills. You are less than a mile from Highway 385, which heads south to Pactola Lake, Mount Rushmore and Crazy Horse Memorials, Custer State Park, and Wind Cave National Park. Travel to Lead, just 2.5 miles away, and catch Highway 14 that takes you to ski resorts, more ATV trails, and the Spearfish Canyon Scenic Byway, a jaw-dropping beautiful drive with stops for 3 waterfalls, more hiking trails, and even a Dance with Wolves film location.

Once back at the cabin, relax to the soothing sounds of the creek on the large front porch, or take in the serenity of the backyard that sidles up to the hillside and the expansive Ponderosa Pines. Inside provides a cozy living room which is open to the dining and kitchen area. The kitchen sports stainless steel appliances, tons of cabinet space filled with all of the cookware, dinnerware, and utensils you may need.

After dinner, relax in the living room and catch your favorite program via satellite, or log on and check in at work with the provided wi-fi. When it is time to call it a day, 2 bedrooms await with queen beds in each room, each just a few steps away to the full bathroom.

[Book Now \(/book\)](#)

Call (tel: (605) 580-6230)

(/)
The Deadwood Trolley stops just 200 yards away, plus there are 3 cab services in the area. It is a very easy area to drive as well. The convenience of the location is tough to beat, and the cozy size makes it ideal for a small family or 2 couples to be able to enjoy the fun in a vacation rental.

Book Hidden Gulch Cabin today and get in on the fun!

Update 8/2/2022 - Please note: Currently the water is a shallow-depth well. We recommend taking only showers as the bathtub is a deep tub and consumes quite a bit of water. A new well has been drilled and we are awaiting water line connection. Until that is completed, please conserve water as much as possible to ensure uninterrupted water service throughout your stay. Thank You.

- ~ This is the Black Hills of South Dakota, so be prepared to see wildlife outside. Make sure all doors or screens are kept shut to keep them outside.
- ~ This property is close to Cliff Street, which is also Highway 85. While the speed limit is only 25 MPH, some road noise is a possibility.
- ~ We will not override our cancellation policy due to weather, particularly lack of snow for skiing & snowmobiling, or too much rain causing muddy ATV/UTV trails. We have tried everything in our power to control the weather, but apparently there is not an app for that yet.

Book Now (/book)

Call (tel:(605) 580-6230)



Today

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1 \$111	2 \$142	3 \$141
4 \$130	5	6	7	8	9	10 \$144
11 \$114	12 \$108	13 \$133	14 \$138	15 \$143	16	17
18	19	20 \$117	21 \$130	22 \$175	23	24
25	26	27 \$140	28 \$153	29 \$185	30 \$249	31 \$259

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7 \$233	8 \$223	9 \$250	10 \$300	11 \$324	12 \$331
13 \$254	14 \$237	15 \$225	16 \$234	17	18	19
20	21	22	23	24 \$248	25	26
27	28	29	30	31		

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6 \$271
7 \$217	8 \$199	9 \$200	10 \$195	11 \$204	12	13
14	15	16	17	18	19	20
21 \$142	22	23	24	25	26	27 \$234
28 \$166	29 \$152	30 \$155				

<https://www.vacationintheblackhills.com/hidden-gulch-cabin-orp5b57e27x>

Location

(/)



Deadwood, South Dakota

Amenities

Property Type	Cabin
Check-In	A keypad is available 24 hours a day to provide entry for guests
House Rules	Maximum occupancy: 4 Children welcome Infants welcome Smoking not allowed Wheelchair inaccessible Minimum age of primary renter: 21 Pets not allowed
Setting & View	Water View Mountain View River ⓘ Mountain Waterfront River View



General (Book Now)

Call (tel: (605) 580-6230)

- Internet ⓘ
- Wood Stove ⓘ
- Air Conditioning ⓘ
- Central Heating
- Linens Provided
- Towels Provided
- Washing Machine
- Clothes Dryer
- Hot Water ⓘ
- Private Living Room
- Hair Dryer
- Wifi ⓘ
- Ceiling Fans
- Paper Towels
- Toilet Paper
- Hangers
- Private Entrance
- Free Internet
- Portable Fans

Kitchen

- Kitchen ⓘ
- Refrigerator ⓘ
- Stove
- Oven
- Microwave
- Dishes & Utensils
- Spices/Pantry Items
- Coffee Maker
- Toaster
- Ice Maker
- Blender
- Pots & Pans
- Kitchen Island ⓘ
- Dining Table ⓘ
- Baking Sheet
- Barbeque/Grill Utensils
- Coffee ⓘ
- Wine Glasses

Bathrooms

- 1 Bath
- Bathroom 1 – Combination Tub/Shower, Toilet ⓘ

Sleeping Arrangements

- 2 Bedrooms, sleeps 2-4
- Bedroom 1 – 1 Queen bed
- Bedroom 2 – 1 Queen bed



Entertainment **Book Now (Book)**
Television
Satellite/Cable
Foosball
Smart TV

Call (tel: (605) 580-6230)

Outdoor Outdoor Grill ⓘ
Deck/Patio (uncovered)
Private Yard
Fire Pit
Outdoor Seating

Vehicles Parking ⓘ
Free Parking On Premises

Theme Adventure
Family
Historic
Tourist Attractions

Attractions Health/Beauty Spa
Museums
Winery Tours

Leisure Antiquing
Bird Watching
Gambling/Casinos
Horseback Riding
Sledding
Shopping
Wildlife Viewing



Sports & Adventure

Book Now (Book)

Call (tel: (605) 580-6230)

- Basketball Court
- Cycling
- Cross Country Skiing
- Fishing
- Fly Fishing
- Freshwater Fishing
- Golf
- Hiking
- Hunting
- Ice Skating
- Kayaking
- Mountain Biking
- Mountain Climbing
- Mountaineering
- Rock Climbing
- Skiing
- Snowboarding
- Snowmobiling
- Swimming

- Safety**
- Carbon Monoxide Detector
 - Fire Extinguisher
 - Smoke Detector
 - Enhanced Cleaning Practices

- Expectations**
- Potential Noise ⓘ
 - Cameras/Surveillance ⓘ
 - Near Lake, River, or Water Body ⓘ

- Check Out Tasks**
- Turn Things Off
 - Throw Away Trash ⓘ
 - Lock Up
 - Gather Towels ⓘ

- Accessibility**
- Single Level Home



★★★★☆
based on 99 reviews

Book Now (/book)

Call (tel:)(605) 580-6230)

Sort Most recent stay ▾

(/)

Filter All stars ▾

Keyword

Search

Showing 1 - 10 of 99 reviews

★★★★☆
By Teanna H – stayed Oct 2024
Was a perfect cabin for my friends and I for the weekend! Nice and cozy!

★★★★★ **Hidden gulch cabin Deadwood, SD**
By Martin C – stayed Oct 2024
2nd stay in the hidden gulch cabin. Met or exceeded or expectations again.

★★★★★
By Robert J – stayed Aug 2024
Mark was a Great host. House was kind of secluded which we liked nice and quiet and yet close to downtown Deadwood.

★★★★★ **Hidden Gem in Hidden Gulch**
By Mark J – stayed Aug 2024
We have stayed here twice and have booked again. we were fortunate enough to book again this yr due to a last min cancelation, it was perfect. Close to everything yet far enough out to enjoy the quiet. The host, the house and the property mgrs are wonderful to work with. Cant wait to stay next yr! Thank you!

★★★★☆ **Nice Home**
By Dave C – stayed Aug 2024
It is a lovely and spacious home! The beds were very comfortable!

★★★★★ **Rally get away and home base**
By Marc L – stayed Aug 2024
The property worked very well to take part in the sturgis rally activities but also hang out and rest. The property was very clean and comfortable. Location makes uou feel alittle secluded while still being within minutes of deadwood. Communication was excellent with management and


★★★★★ **Outstanding**
By Lana H – stayed Jul 2024
We loved the cabin! It met the needs of our family perfectly and communication was prompt. This was exactly what we were looking for, for our family vacation!


★★★★★ **Great trip**
By Deborah H – stayed Jul 2024
Had a great time enjoyed the cabin and the creek good location would definitely go back


★★★★★

Home > Vacation Rentals > United States of America > South Dakota > Lawrence County > Deadwood >

Deadwood Home Next to Creek and Mickelson Trail, Deadwood



Where to?
Deadwood, S...

Dates
Apr 18 - Apr 20

Travelers
2 travelers

Search

[See all properties](#)

  Save

Entire home

Deadwood Home Next to Creek and Mickelson Trail



- Overview
- Amenities
- Policies
- Location
- Host


9.6

Exceptional

[See all 63 reviews](#) >

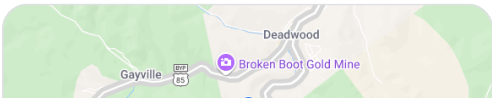
-  2 bedrooms
-  1 bathroom
-  Sleeps 4
-  985 sq ft

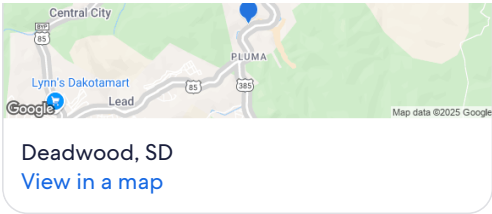
Popular amenities

-  Parking available
-  Washer
-  Kitchen
-  Dryer
-  Barbecue grill
-  Outdoor Space

[See all](#) >

Explore the area





- Deadwood Mountain Grand 2 min drive
- Silverado 3 min drive
- Cadillac Jacks Casino 3 min drive
- Spearfish, SD (SPF-Black Hills) 22 min drive

[See all about this area](#) >

Add dates for prices

Check-in
Select date

Check-out
Select date

Travelers
1 room, 2 travelers

Check availability

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
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kevin@cityofdeadwood.com

BOARD OF ADJUSTMENT

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: June 2, 2025
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Specialty Resort

APPLICANT(S): 1899 Inn – Wardman Home, LLC
PURPOSE: Annual Review – Conditional Use Permit – Specialty Resort
ADDRESS: 21 Lincoln Avenue
 Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Lots 1, 2, 3 and adjoining vacated alley and the southeasterly 10 feet of Lots 12, 13 and 14, in Block 42, according to the P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota.
FILE STATUS: Legal obligations remain in compliance.
ZONE: R1 - Residential
STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: R1 – Residential District	Residential
South: R1 – Residential District	Residential
East: R1 – Residential District	Residential
West: R1 – Residential District	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 May 20, 2024, to operate a Specialty Resort at 21 Lincoln Avenue.

Conditional Use Permit Review – Bed and Breakfast Establishment
21 Lincoln Avenue
June 2, 2025

The subject property is located within the Presidential 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 Lincoln Avenue.
3. The subject property is located within a medium density land use classification on the adopted Zoning Map.
4. The property is not in a Flood Zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by single-family and multi-family dwellings.

STAFF DISCUSSION

The applicant was granted a Conditional Use Permit for a Specialty Resort. The subject property is a seven (7) bedroom, five (5) bath house. Renters can park in a parking lot located behind the house.

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

According to Deckard – Rentalscape the property was booked 193 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
21 Lincoln Avenue
June 2, 2025

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 Specialty Resort has not resulted in an over-concentration of Short-Term Rentals in this area.

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

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

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

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

Conditional Use Permit Review – Bed and Breakfast Establishment
21 Lincoln Avenue
June 2, 2025

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

- E. Whether or not the Conditional Use in the proposed area has been adequately served by and has not imposed an undue burden on any of the improvements, facilities, utilities, and services specified in the ordinance.

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

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. In the R-1 Residential District, Conditional Use Permits granted shall be temporary in nature, 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.
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Conditional Use Permit Review – Bed and Breakfast Establishment
21 Lincoln Avenue
June 2, 2025

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If continuation of the Conditional Use Permit is approved, staff will continue to recommend the following conditions:

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

ACTION REQUIRED FOR CONTINUED USE OF CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission May 21, 2025)



Aerial photo of 21 Lincoln Avenue, Deadwood, SD 57732.





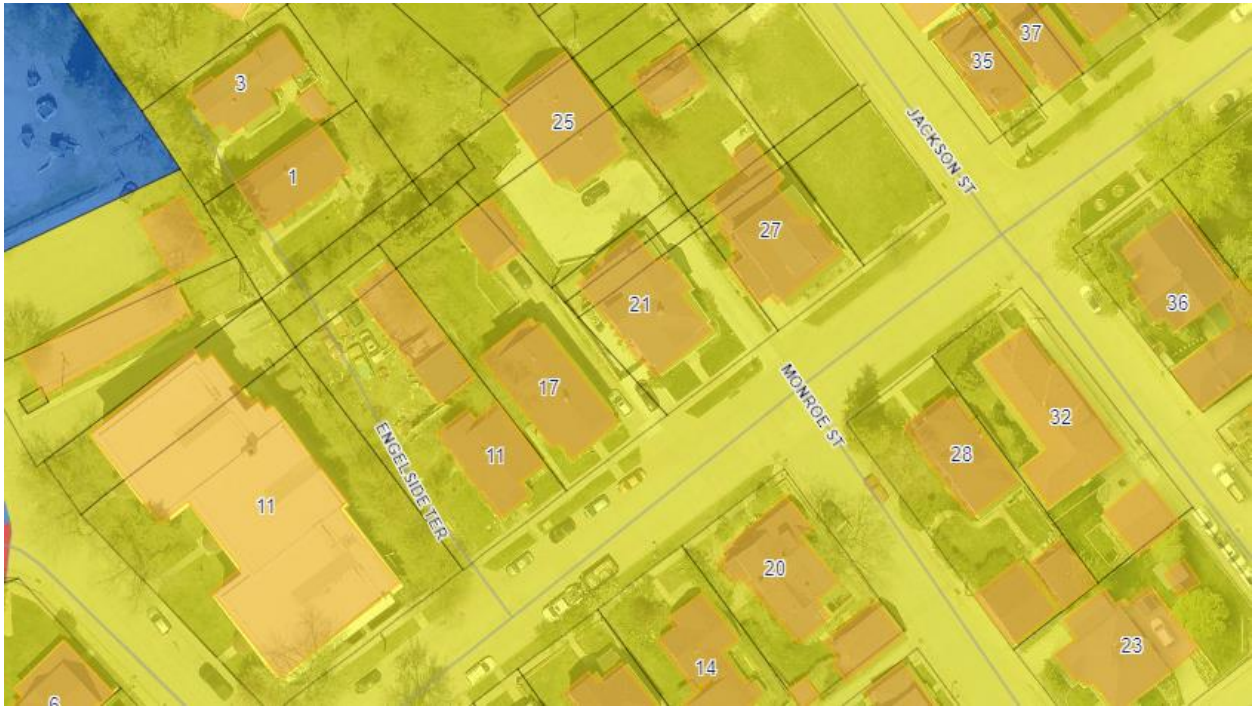
Map showing location of 21 Lincoln Avenue, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 21 Lincoln Avenue.





Zoning map showing 21 Lincoln Avenue, Deadwood, SD 57732

Zoning Legend

-  C1 - COMMERCIAL
-  CE - COMMERCIAL ENTERPRISE DISTRICT
-  CH - COMMERCIAL HIGHWAY
-  PF - PARK FOREST
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-  PUD - PLANNED UNIT DEVELOPMENT
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Sadly, we can't accept reservations with children under the age of 12 in the Main Inn, or reservations with pets or emotional support animals. [See our policies page for more details.](#)

We can't wait to host you!

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4/18/2025

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4/19/2025

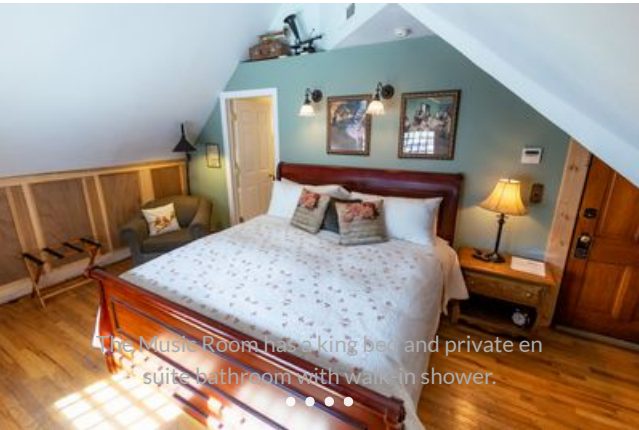
Search

[Switch to Calendar Search Mode](#)

1899 Inn

A historic bed and breakfast located in the heart of Deadwood.

Music Room



This third-floor bedroom once served as a conservatory and small studio, where residents of the home could practice music away from the rest of the family. It has a large sleigh-style king bed, individual climate control, drink refrigerator, and internet-connected cable television. Two large swing-in windows look out over Deadwood's Presidential District neighborhood. The tiled bathroom is private and en suite, with a walk-in shower and single sink vanity. (Note for taller guests: though the room has a 12-foot/3.6-meter vaulted ceiling, there is a low-lying ceiling beam near the entry.)

[More Details](#)

Adults

2

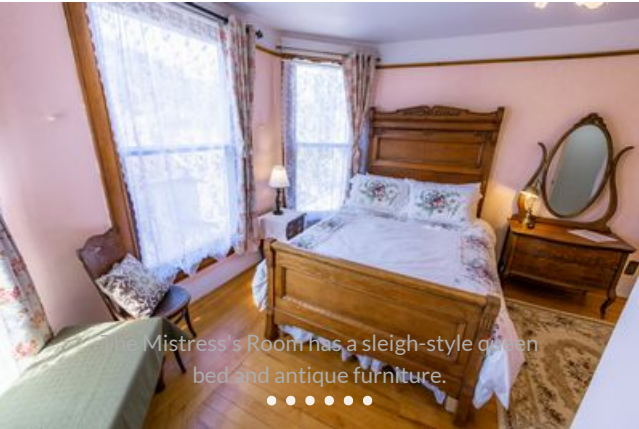
King Bed, Private Bathroom

\$135.00

Complete with full, delicious breakfast.

Reserve

Mistress's Chamber



This second-floor room was built as a private space for H.B. Wardman's second wife, Catherine. It may have been used as her private bedroom, a dressing room, or as a ladies' parlor. It has a queen sleigh-style bed, antique furniture, small closet, refrigerator, and internet-connected cable television, with three large west-facing windows. A newly-renovated private bathroom is attached, with a single-sink vanity and shower.

[More Details](#)

This room can be booked independently for up to two people, or it can be reserved along with the adjoining Master Suite to create a set of interconnecting rooms. The two suites have an optional connecting door that can be opened or closed as needed.

Adults

2

Queen Room with a Private Bathroom

\$115.00

Reserve

Complete with full, delicious breakfast

Maid's Room



The Maid's Room has a queen bed with antique Eastlake furnishings.

This second-floor room was originally built for a live-in maid or nanny, but it was occupied by H.B. Wardman's new mother-in-law when the house was built in 1899. It's a small corner room with a queen bed, antique furniture, and internet-connected cable television. The bathroom is located just next door, and is accessed through the hall. Use of the bathroom is shared with the nearby Writing Room.

[More Details](#)

Adults

2 ▼

Queen Bed, Shared Bathroom

\$115.00

Reserve

Complete with full, delicious breakfast. Bathroom shared with guests in one other room.

Writing Room



The Writing Room is a queen bedroom with large east-facing windows and a desk.

A bright, sunny room that would originally have been the playroom of the family's children. The room features a queen bed, waterfall furniture, and access to the large, original bathroom with heated tile and an extra-long clawfoot tub/shower. The bathroom is shared with one other set of guests, in the room across the hall.

[More Details](#)

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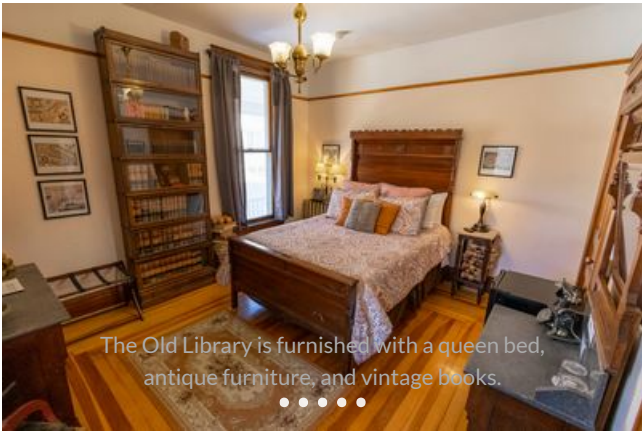
\$115.00

Reserve

Complete with full, delicious breakfast. Bathroom shared with guests in one other room.

Old Library

Originally used as the home's library, this corner room is the only guest bedroom on the first floor. It's furnished in walnut and marble furniture brought to Deadwood by a pioneer in the late 1870s. Hundreds of books from his personal collection decorate the room. It has high ceilings, a queen bed, two dressers, tall barrister bookcase, closet, refrigerator, and an internet-connected TV with cable. The bathroom is private and en suite, with a jetted tub/shower and two vanities with sinks. There's an adjacent water closet with a Victorian-style pull-chain toilet. The room's northwest windows get direct sunlight only at sunset.



Queen Bed, Private Bathroom

\$125.00

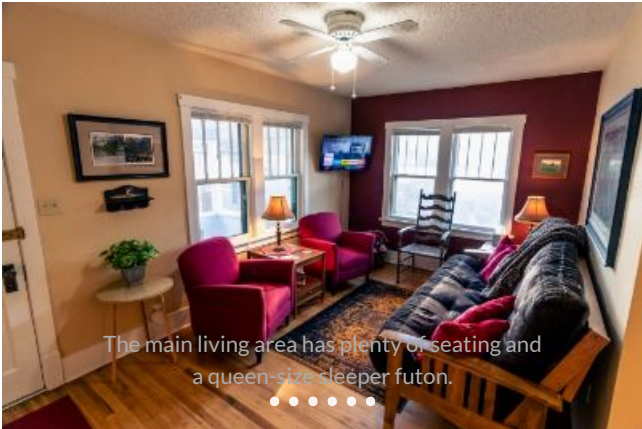
Reserve

Complete with full, delicious breakfast.

West Cottage

\$245.00

[More Details](#)



This newly-renovated private cottage has two queen bedrooms with comfy memory foam mattresses, a bathroom with a bathtub/shower, a full kitchen, dining area, and a living room with internet-connected TV and a futon that folds down into another queen-size bed. There's a covered front porch with views of the pine-covered hills that surround Deadwood.

AdultsChildren

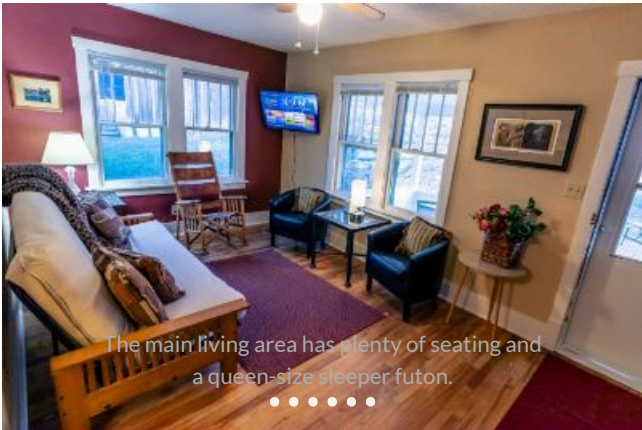
40

Reserve

East Cottage

\$245.00

[More Details](#)



This newly-renovated private cottage has two queen bedrooms with comfy memory foam mattresses, a bathroom with a bathtub/shower, a full kitchen, dining area, and a living room with internet-connected TV and a futon that folds down into another queen-size bed. There's a covered front porch with views of the pine-covered hills that surround Deadwood.

AdultsChildren

40

Reserve

« BackFri, April 18, 2025 - Thu, May 1, 2025Forward »													
Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
18	19	20	21	22	23	24	25	26	27	28	29	30	1

Attic Suite	X	X	X				X	X	X
Music Room		X	X	X	X				
Master Suite	X	X	X						
Mistress's Chamber		X	X			X	X	X	
Maid's Room		X	X						
Writing Room		X	X						
Old Library		X	X			X	X		
West Cottage		X	X						
East Cottage		X	X						

[Make Reservations Using Calendar View](#)

1899 Inn | 21 Lincoln Avenue | Deadwood, SD 57732 | 605-920-0626

Deadwood's 1899 Inn: Music Room

↑

Share

♡

Save



Room in bed and breakfast in Deadwood, South Dakota

2 guests · 1 bedroom · 1 bed · 1 private bath

Guest favorite

4.92

★★★★★

131

[Reviews](#)

A

Hosted by Aaron

10 months hosting

- Exceptional check-in experience

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

This area is scenic and easy to get around.
- Mountain view

Soak up the view during your stay.

Add dates for prices

CHECK-IN	CHECKOUT
Add date	Add date
GUESTS	
1 guest	

Check availability

King bedroom on the third floor with some antique furnishings, over-bed vintage lamps, private mini-fridge, and view of the Presidential District. The private en suite bathroom has a tiled walk-in shower and single-sink vanity.

The space...









Show more >

Sleeping arrangements



Bedroom
1 king bed

Amenities

-  Fast wifi – 72 Mbps
-  Free parking on premises
-  HDTV with Amazon Prime Video, Netflix, Roku, standard cable
-  Central air conditioning
-  Portable air conditioning
-  Shared patio or balcony
-  Shared backyard – Not fully fenced
-  Indoor fireplace: gas

Show all 40 amenities

Select check-in date

Add your travel dates for exact pricing

<

April 2025

May 2025







Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
		1	2	3	4	5					1
6	7	8	9	10	11	12	4	5	6	7	8
13	14	15	16	17	18	19	11	12	13	14	15
20	21	22	23	24	25	26	18	19	20	21	22
27	28	29	30				25	26	27	28	29



4.92

Guest favorite

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

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

Christian

Castle Rock, Colorado

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

The best spot in Deadwood!!! If you can reserve do it asap!!!!

Kacie

Ismay, Montana

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

We really enjoyed our stay! Our room was clean and the bed was very comfortable. The breakfast was phenomenal!! Definitely recommend staying here!

Mary

Georgetown, Texas

★★★★★ · September 2024 · Stayed one night

This place is welcoming, clean and beautiful. We stayed in the Music Room and had 2 unique windows that opened and we had a spectacular view. Aaron is a great host. The bed, bath, and morning breakfast were awesome.

[Show more](#)

Pamela

4 years on Airbnb

★★★★★ · March 2024 · Stayed a few nights

My husband and I enjoyed our stay very much. Clean and comfortable. Nyla gave great recommendations for dining. Her breakfasts alone were worth the stay! We were on the 3rd floor and it was very quiet. Location is within walking distance to the main strip. Would definitely stay there again.

[Show more](#)

Ashley

Gillette, Wyoming

★★★★★ · October 2023 · Stayed a few nights

We had the most enjoyable time! We can't wait to return again! The place was beautiful!!!! Nyla and her husband were so kind and helpful. The breakfasts were beyond amazing!!!! The best French toast I have ever had! The house was majestic! So much history and it has been very well taken care of. You will not be disappointed staying her! Thank you!

[Show more](#)

Dana

Vernon, Texas

★★★★★ · October 2022 · Stayed one night

This being my first bed and breakfast I'm now hooked since this place was such an amazing experience! Nyla was very friendly, helpful, and knowledgeable on the home plus the surrounding area. This historical home was beautiful and spotless along with the antique furnishings. Wine, coffee, water, ect was available and the breakfast that Nyla cooked was amazing (she even had ...

[Show more](#)

Show all 131 reviews

Where you'll be

Deadwood, South Dakota, United States

We verified that this listing's location is accurate. [Learn more](#)

Neighborhood highlights

Deadwood's Presidential District got its name because the streets in the neighborhood are named for every American president from Washington to Lincoln (with two exceptions - if you're traveling with a history buff, challenge them to figure out who they are). It was Deadwood's trendiest neighborhood from the 1890s through the 1920s, and most of the homes here dat...

[Show more](#) >

Hosted by Aaron

Joined in June 2024

 Identity verified

Co-hosts

Dustin

During your stay

We're a very low-key place. We love chatting with guests, but we also know that some guests really prefer their rather be in your quiet space by yourself, no problem! If, on the other hand, you'd like to chat about Deadwood history and play some cards with us, we're usually on board with that, too.

Contact Host

Support

- Help Center
- Get help with a safety issue
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighborhood concern

Hosting

- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum
- Hosting responsibly
- Airbnb-friendly apartments
- Join a free Hosting class
- Find a co-host

Airbnb

- Newsroom
- New features
- Careers
- Investors
- Gift cards
- Airbnb.org emergency stays

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



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

BOARD OF ADJUSTMENT

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: June 2, 2025
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Bed and Breakfast Establishment

APPLICANT(S): 1899 Inn Cottages – Wardman Home LLC

PURPOSE: Annual Review – Conditional Use Permit – Bed and Breakfast Establishment

ADDRESS: 25 Lincoln Avenue
 Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: Lots 12, 13 and 14, Block 42 in the City of Deadwood, Lawrence County, South Dakota, except the southeasterly 10 feet of Lots 12, 13 and 14 and one-half of the vacated alley, Block 42, previously conveyed to Dennis L. McKay and Linda M. McKay. Also that portion of Lots E, F and G, Block 35 of Probate Lot 226 and sometimes referred to as Child's Addition to the City of Deadwood, quit claimed by Francis Caneva to Lawrence C. McKay, all according to the P.L. Rogers Map of the City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: Legal obligations remain in compliance.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:	Surrounding Land Uses:
North: R1 – Residential District	Residential
South: R1 – Residential District	Residential
East: R1 – Residential District	Residential
West: R1 – Residential District	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 February 5, 2020, to operate a Bed and Breakfast Establishment at 25 Lincoln Avenue.

The subject property is located within the Presidential 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 Lincoln Avenue.
3. The subject property is located within a medium density land use classification on the adopted Zoning Map.
4. The property is not in a Flood Zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by single-family 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 duplex with two (2) bedrooms and one (1) bathroom on each side, for a total of four (4) bedrooms and two (2) baths. Renters can park in a parking lot located in front of the duplex.

“Bed and Breakfast Establishment” means:

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

COMPLIANCE:

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

According to Deckard – Rentalscape the property was booked 197 nights in the past 12 months and is listed as a guest favorite on AirBnB.

No complaints are on record for this establishment.

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

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

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

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

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

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

- D. Whether or not the Conditional Use increases the proliferation of nonconforming uses as well as previously Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be

developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

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

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

- E. Whether or not the Conditional Use in the proposed area has been adequately served by and has not imposed an undue burden on any of the improvements, facilities, utilities, and services specified in the ordinance.

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Conditional Use Permit Review – Bed and Breakfast Establishment
25 Lincoln Avenue
June 2, 2025

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If continuation of the Conditional Use Permit is approved, staff will continue to recommend the following conditions:

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Conditional Use Permit Review – Bed and Breakfast Establishment
25 Lincoln Avenue
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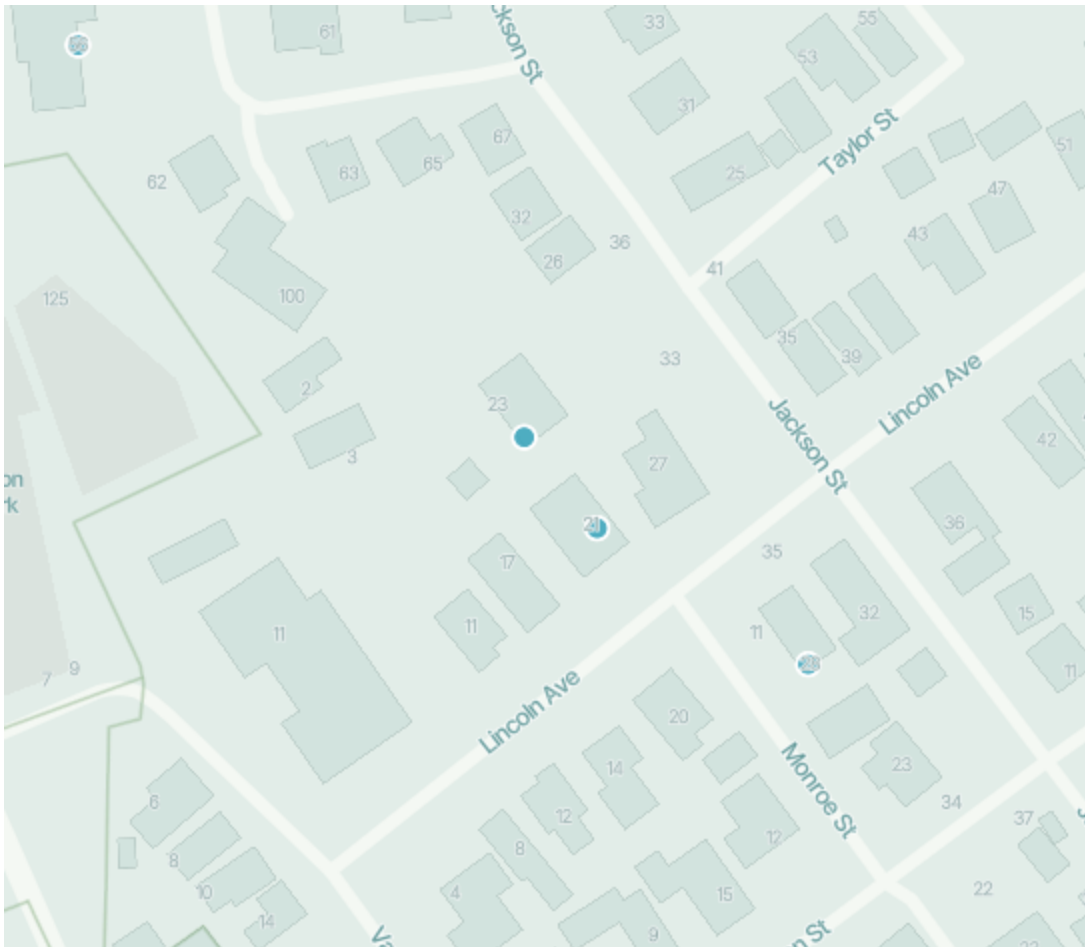
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Map showing location of 25 Lincoln Avenue, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 25 Lincoln Avenue.





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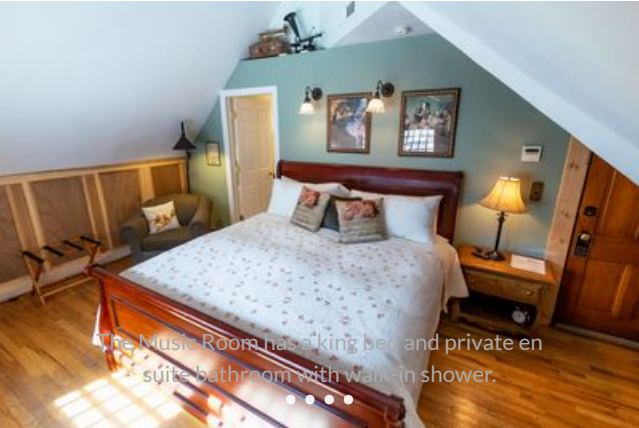
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[More Details](#)

Adults

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Reserve

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[More Details](#)

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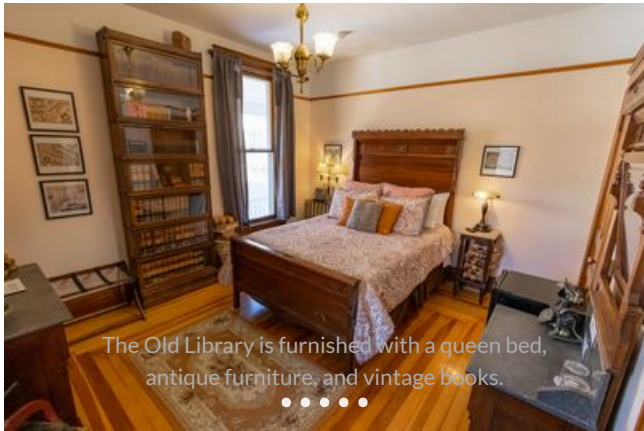
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Complete with full, delicious breakfast. Bathroom shared with guests in one other room.

Old Library

Originally used as the home's library, this corner room is the only guest bedroom on the first floor. It's furnished in walnut and marble furniture brought to Deadwood by a pioneer in the late 1870s. Hundreds of books from his personal collection decorate the room. It has high ceilings, a queen bed, two dressers, tall barrister bookcase, closet, refrigerator, and an internet-connected TV with cable. The bathroom is private and en suite, with a jetted tub/shower and two vanities with sinks. There's an adjacent water closet with a Victorian-style pull-chain toilet. The room's northwest windows get direct sunlight only at sunset.



The Old Library is furnished with a queen bed, antique furniture, and vintage books.

Adults

2

Queen Bed, Private Bathroom

\$125.00

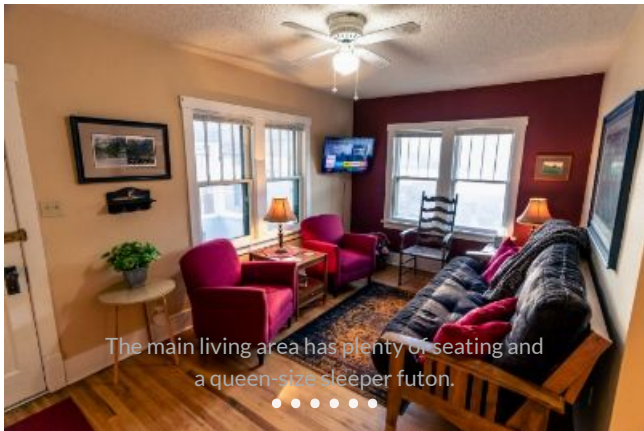
Reserve

Complete with full, delicious breakfast.

West Cottage

\$245.00

[More Details](#)



The main living area has plenty of seating and a queen-size sleeper futon.

This newly-renovated private cottage has two queen bedrooms with comfy memory foam mattresses, a bathroom with a bathtub/shower, a full kitchen, dining area, and a living room with internet-connected TV and a futon that folds down into another queen-size bed. There's a covered front porch with views of the pine-covered hills that surround Deadwood.

Adults

4

Children

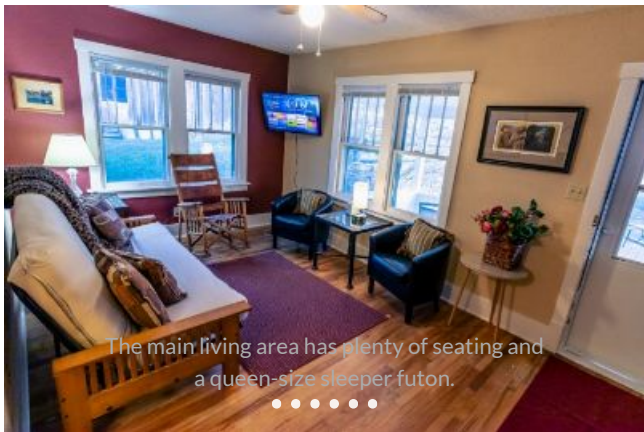
0

Reserve

East Cottage

\$245.00

[More Details](#)



The main living area has plenty of seating and a queen-size sleeper futon.

This newly-renovated private cottage has two queen bedrooms with comfy memory foam mattresses, a bathroom with a bathtub/shower, a full kitchen, dining area, and a living room with internet-connected TV and a futon that folds down into another queen-size bed. There's a covered front porch with views of the pine-covered hills that surround Deadwood.

Adults

4

Children

0

Reserve

« Back														Fri, April 18, 2025 - Thu, May 1, 2025		Forward »	
Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th				
18	19	20	21	22	23	24	25	26	27	28	29	30	1				

Attic Suite	X	X	X				X	X	X
Music Room		X	X	X	X				
Master Suite	X	X	X						
Mistress's Chamber		X	X			X	X	X	
Maid's Room		X	X						
Writing Room		X	X						
Old Library		X	X			X	X		
West Cottage		X	X						
East Cottage		X	X						

[Make Reservations Using Calendar View](#)

Deadwood's 1899 Inn: Cottage Suite East

Share

Save



Entire guesthouse in Deadwood, South Dakota

6 guests · 2 bedrooms · 3 beds · 1 bath

Guest favorite

5.0
★★★★★

41
[Reviews](#)

A

Hosted by Aaron
10 months hosting

- Beautiful and walkable**
This area is scenic and easy to get around.
- Garden view**
Soak up the view during your stay.
- Great for remote work**
Fast wifi at 81 Mbps, plus a dedicated workspace in a common area.

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability

[Report this listing](#)

This newly-renovated private cottage at Deadwood's 1899 Inn has two queen bedrooms with comfy memory foam mattresses, a bathroom with a jetted bathtub, a full kitchen, dining area, and a living room with internet-connected TV. There's a covered front porch with views of the pine-covered hills that surround Deadwood. Bedrooms have A/C. A short 15 minute walk to downtown. A \$250 cleaning fee will be added for ...

Show more >

Where you'll sleep

1 / 2 < >













Bedroom 1
1 queen bed



Bedroom 2
1 queen bed

What this place offers

-  Garden view
-  Kitchen
-  Fast wifi – 81 Mbps
-  Dedicated workspace
-  Free parking on premises
-  HDTV with Amazon Prime Video, Netflix
-  Window AC unit
-  Bathtub
-  Shared patio or balcony
-  Exterior security cameras on property

Select check-in date

Add your travel dates for exact pricing

April 2025							May 2025				
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
		1	2	3	4	5					1
6	7	8	9	10	11	12	4	5	6	7	8
13	14	15	16	17	18	19	11	12	13	14	15
20	21	22	23	24	25	26	18	19	20	21	22
27	28	29	30				25	26	27	28	29



5.0

Guest favorite

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

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

Aaron McCurdy & Erin
Alexandria, Virginia

★★★★★ · July 2024 · Group trip

I know we rate everything five stars, but this place earned it! Walking distance to downtown, great breakfast included, and super easy check in/out, this should be your first choice for Deadwood!

[Show more](#)

Matthew
11 months on Airbnb

★★★★★ · June 2024 · Stayed with kids
All was great!

Bryan
1 year on Airbnb

★★★★★ · April 2024 · Stayed a few nights
The 1899 inn was everything advertised. it was quite and cute and just close enough to historic downtown you and enjoy it but far enough to not be disrupted by the riff raff. The cottage was clean and cute and the provided breakfasts were delicious.
[Show more](#)

Dontae
2 years on Airbnb

★★★★★ · March 2024 · Group trip
Easy and simple instructions for Weekend stay

Sharon
2 years on Airbnb

★★★★★ · February 2024 · Stayed one night
thank you so much! This was a great stay and wonderful host and the best breakfast in Deadwood on the most beautiful REAL china!!

Becky
Sioux Falls, South Dakota

★★★★★ · January 2024 · Stayed a few nights
Our stay was absolutely perfect! The beds and pillows are amazing. Very cozy and comfortable place.

Show all 41 reviews

[Learn how reviews work](#)

Where you'll be

Deadwood, South Dakota, United States

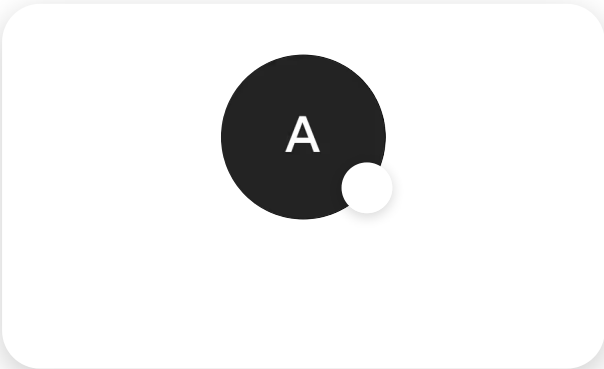
We verified that this listing’s location is accurate. [Learn more](#)

Neighborhood highlights

Deadwood's Presidential District got its name because the streets in the neighborhood are named for every American president from Washington to Lincoln (with two exceptions - if you're traveling with a history buff, challenge them to figure out who they are). It was Deadwood's trendiest neighborhood from the 1890s through the 1920s, and most of the homes here dat...

[Show more](#) >

Meet your host



Co-hosts

Dustin

Message host



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

Things to know

House rules

- Check-in: 2:00 PM - 6:00 PM
- Checkout before 11:00 AM
- 6 guests maximum

Show more >

Safety & property

- Exterior security cameras on property
- Carbon monoxide alarm
- Smoke alarm

Show more >

Cancellation policy

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

Add dates >

Support

- Help Center
- Get help with a safety issue
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighborhood concern

Hosting

- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum

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



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

BOARD OF ADJUSTMENT

CONDITIONAL USE PERMIT – ANNUAL REVIEW

Staff Report

Date: June 2, 2025
From: Kevin Kuchenbecker
 Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Annual Review - Conditional Use Permit – Vacation Home
 Establishment

APPLICANT(S): 47 North, LLC – Budi Kusser
PURPOSE: Annual Review – Conditional Use Permit – Vacation
 Home Establishment
ADDRESS: 29 Lee Street
 Deadwood, Lawrence County, South Dakota
LEGAL DESCRIPTION: Lot B in Block 18 of the City of Deadwood, Lawrence
 County, South Dakota, also known as 29 Lee Street,
 according to P.L. Rogers Map.
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 May 20, 2024, to operate a Vacation Home Establishment at 29 Lee Street.

Conditional Use Permit Review – Vacation Home Establishment
29 Lee Street
June 2, 2025

The subject property is located on Lee Street and is surrounded by Commercial zoned properties located within the Historic Downtown Core.

FACTUAL INFORMATION

1. The property is currently zoned C1 - Commercial District.
2. The subject property has access from Lee Street.
3. The subject property is located within a zone coinciding with the downtown core commercial district.
4. The property is in a 500-year flood zone.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of 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 one (1) bedroom, two (2) bath apartment located on the upper floor of a commercial building. Renters can park nearby in the Broadway parking ramp.

“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 55 nights in the past 12 months and has good 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
29 Lee Street
June 2, 2025

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

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

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

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

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

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

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

Conditional Use Permit Review – Vacation Home Establishment
29 Lee Street
June 2, 2025

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 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

Conditional Use Permit Review – Vacation Home Establishment
29 Lee Street
June 2, 2025

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

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

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. A state sales tax number from the South Dakota Department of Labor has been provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets applicable building codes.
4. City water and sewer rates 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 and are active.
7. A Lodging License from the South Dakota Department of Health has been maintained and is active.
8. All parking shall be off street.
9. The Vacation Home Establishment shall be limited to only the second floor and the ground level used as retail space.

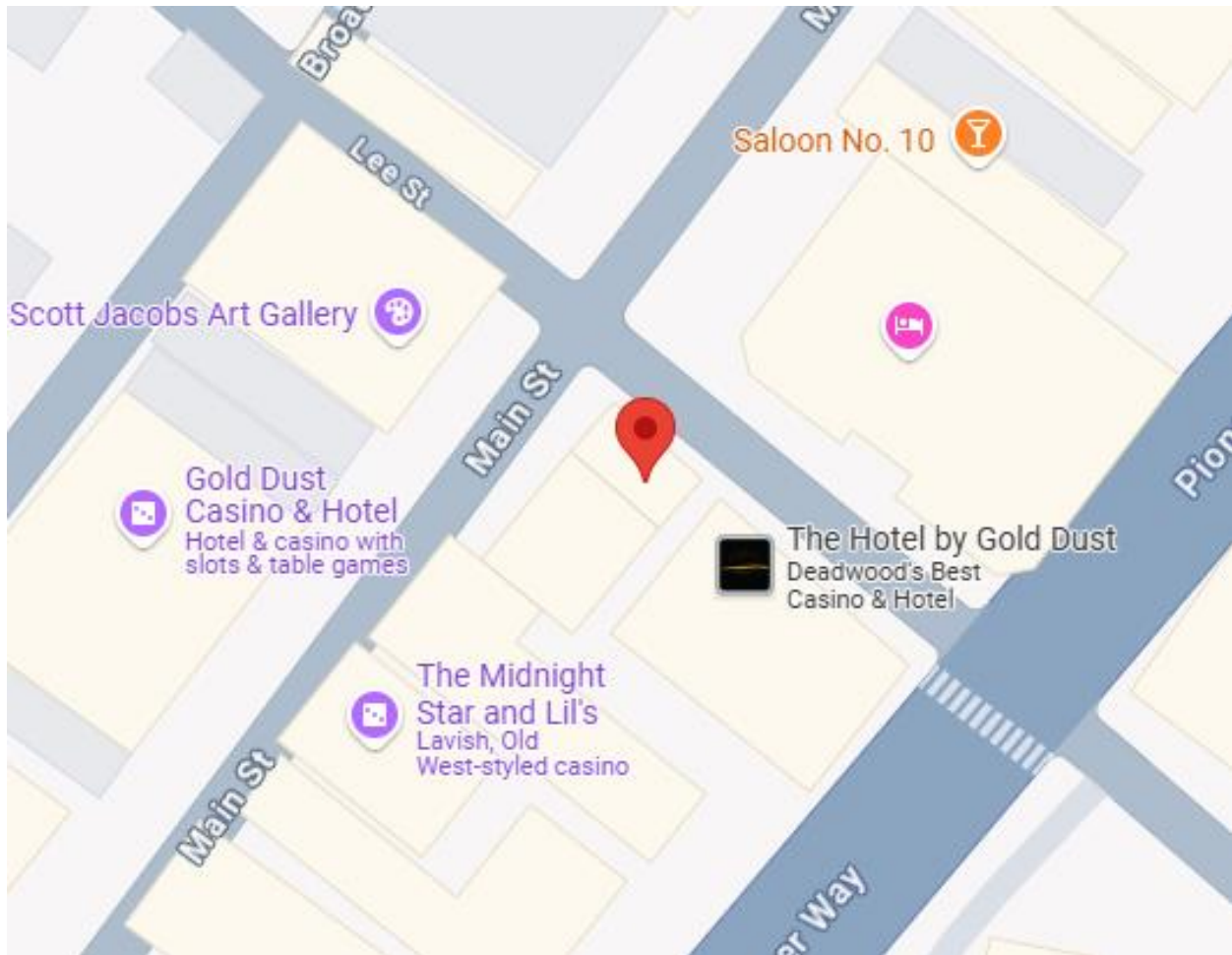
ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission May 21, 2025).



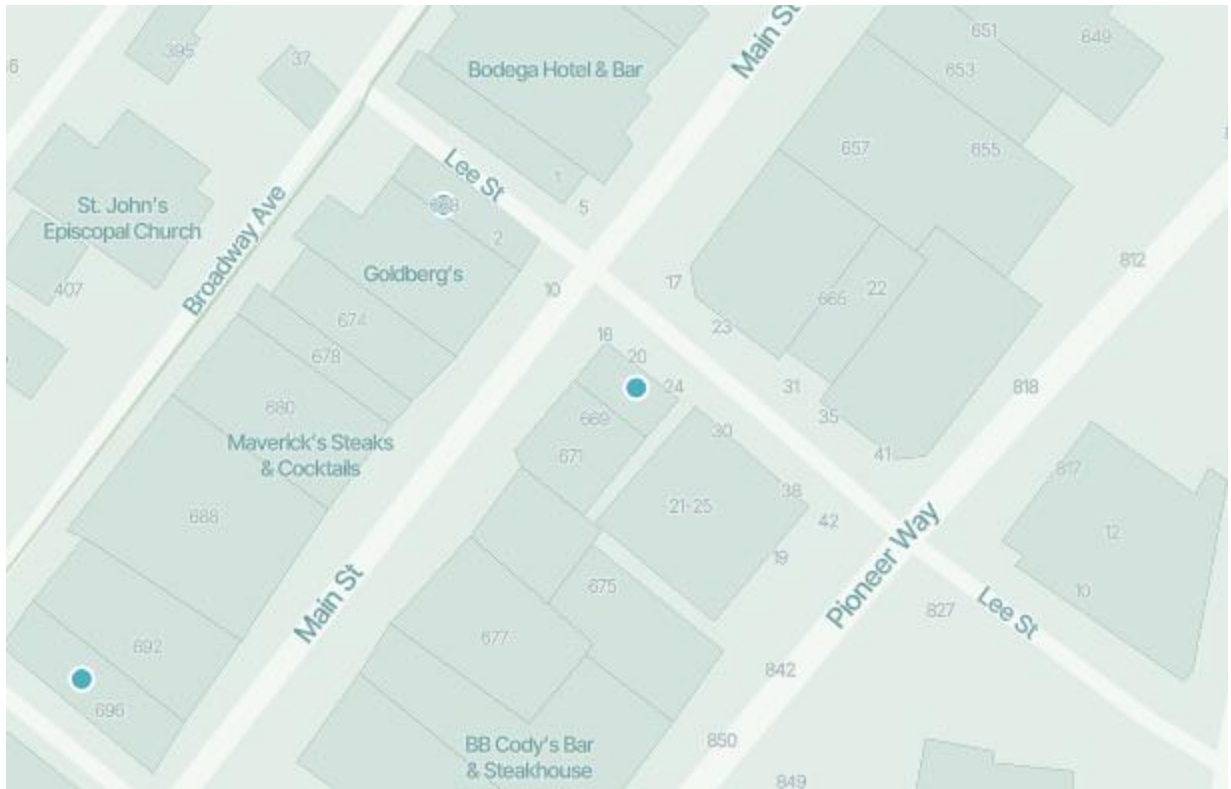
Aerial photo of 29 Lee Street, Deadwood, SD 57732.





Map showing location of 29 Lee Street, Deadwood, SD 57732





Map showing locations of nearby Short-Term Rentals to 29 Lee Street





Zoning map showing 29 Lee Street, Deadwood, SD 57732

Zoning Legend

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

By 4

↑

Share

♡


Save



Entire condo in Deadwood, South Dakota


4 guests · 1 bedroom · 2 beds · 1 bath

★ 4.33 · [6 reviews](#)




Hosted by Budi


Superhost · 7 years hosting

- 

Self check-in

Check yourself in with the keypad.
- 

Beautiful and walkable

This area is scenic and easy to get around.
- 

Budi is a Superhost

Superhosts are experienced, highly rated Hosts.

Add dates for prices

CHECK-IN Add date	CHECKOUT Add date
GUESTS 1 guest	

Check availability


 [Report this listing](#)

Some info has been automatically translated.
[Show original](#)

You won't find a place quite like this! Door 4 is a perfectly located loft in downtown Deadwood! Steps from Main Street Deadwood.The loft has a full kitchen, sleeping area and bathroom!








The space
You won't forget a property like this - Door 4 is one that can't be matched ...
[Show more](#) >

Where you'll sleep



Bedroom
1 king bed, 1 queen bed

What this place offers

-  Kitchen
-  Wifi
-  Free parking on premises
-  TV
-  Air conditioning
-  Refrigerator
-  Microwave

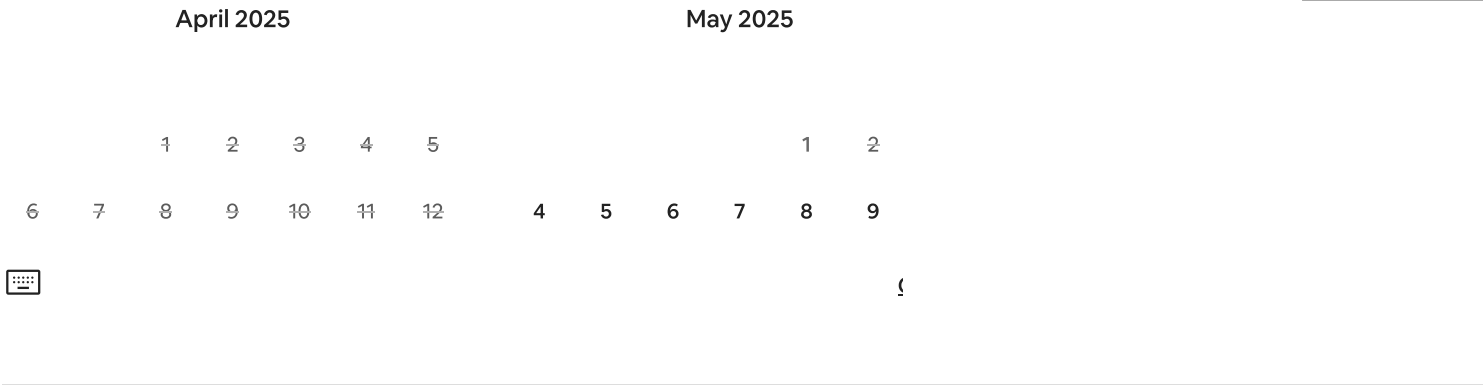
Show all 23 amenities

Select check-in date

Add your travel dates for exact pricing

<

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr
----	----	----	----	----	----	----	----	----	----	----	----	----



★ 4.33 · 6 reviews

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	4.8	4.3	4.5	4.3	5.0	4.3

Kali
Lander, Wyoming

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

We rented this place a year ago, it was both the upstairs and the downstairs for approximately \$1100 for two nights, and the same event weekend. This time around we rented it for three nights and it was approximately \$1800 which seemed reasonable for one more night added. To our COMPLETE surprise it was just the upstairs, one open room.. which we were told about five minutes befor...

Show more

Kole
Oklahoma City, Oklahoma

★ ★ ★ ★ ★ · February 2025 · Stayed a few nights

Perfect place for quick weekend trip! Very clean, and clear instructions made for a pain-free visit.

Brittany
Belgrade, Montana

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


Budi's Door 4 was the perfect location for our weekend in Deadwood. You simply can't beat the location of this property and it was so amazing to stay in a building with so much history. Budi was an amazing, kind, and responsive host. We'll hope to stay at Door 4 every time we visit from now on!

Show more

Kali
Lander, Wyoming

★ ★ ★ ★ ★ · March 2024 · Stayed a few nights

AMAZING place to stay. We will be doing it again. Great host!!!



David

Dickinson, North Dakota

★★★★★ · January 2024 · Group trip

Great stay downtown deadwood, will definitely book again.



Eric

8 years on Airbnb

★★★★★ · January 2023 · Stayed with kids

Awesome place. It was very clean. Great location. We had a great time. We'll be staying here again.

[Learn how reviews work](#)


Where you'll be

Deadwood, South Dakota, United States



We verified that this listing's location is accurate. [Learn more](#)

Meet your host



1554


Reviews

4.71★

Rating

7

Years hosting

 Speaks English

 Lives in Lead, South Dakota

We're your local team for the best quality vacation lodging and planning near Deadwood, Sturgis, Spearfish, Rapid City, Hill City, and all around the Black Hills. We have the most amazing properties in the area ranging from small, cozy cabins that...

[Show more](#) >

Budi is a Superhost

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

Host details

Response rate: 100%
Responds within an hour

Message host



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

Things to know

House rules

- Check-in after 4:00 PM
- Checkout before 10:00 AM
- 4 guests maximum

[Show more](#) >
Safety & property

- Carbon monoxide alarm
- Smoke alarm

[Show more](#) >
Cancellation policy

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

[Add dates](#) >

ORDINANCE NUMBER 1425
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2025

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2025:

FUND 0607 HISTORIC CEMETERIES

Repairs	\$45,000.00
Professional Services	\$20,000.00
Source of Revenue: Fund Cash Reserves	

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

Alea Struble-Mook. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	June 2, 2025
Second Reading:	June 16, 2025
Published:	June 19, 2025
Adopted:	June 19, 2025


TALLGRASS LANDSCAPE ARCHITECTURE, LLC

413 North 4th Street
Custer, SD 57730
605.673.3167

info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com

Proposal for Services

Project: Mt. Moriah Cemetery Preservation 2026 Improvements

Date: May 09, 2025

Randy Adler
Director of Parks, Recreation and Events
City of Deadwood
108 Sherman St.
Deadwood, SD 57732

RE: Fee Proposal for Professional Design Services

Dear Randy,

Thank you for the opportunity to continue to assist the City of Deadwood with the preservation of Mount Moriah Cemetery. Mount Moriah Cemetery continues to be an integral piece of Deadwood's rich historical fabric and it's our pleasure to assist in the continued preservation of its historic integrity.

As previously discussed, we can provide services to prepare the next phase of work for the cemetery in preparation for the 2026 construction season. We are proposing to provide construction document/specifications, bidding, and construction period services for the Mount Moriah Cemetery 2026 Improvements. It may be beneficial to get started on the design documents as soon as possible so an opinion of cost can be available for 2026 budget planning.

The proposed Scope includes developing bidding documents for the improvements to plots located in 3rd Addition, Section 1. In reviewing the area of work and logistics of access to this section, it is our recommendation to complete all work of 3rd Addition, Section 1 in a single phase of preservation work. This would include approximately 32 gravesites. These are shown on Sheet L-5 – Site Plan, 3rd Addn. Sec. 1 included at the end of this proposal.

Task 1 – Project Bidding Documents for 2026 Improvements

- A. On-site review to confirm existing conditions
- B. Update cover sheet, plan notes, and overall site plans.
- C. Plans and details for 32 gravesites (11x17 format)
- D. Update front end and technical specifications for this phase of work.
- E. Provide an Opinion of Probable Costs

Task 2 – Bid Period Services

- A. Assist the City in advertising and bidding the project
- B. Prepare the advertisement for bidding
- C. Field contractor questions during bid period
- D. Prepare and issue addenda
- E. Attend/Conduct pre-bid meeting

Tallgrass Proposal for Design Services
Mt. Moriah Cemetery Preservation 2026 Improvements

- F. Attend Bid Opening
- G. Review bids for accuracy/informalities
- H. Provide award recommendation to City of Deadwood.

Task 3 – Construction Period Services:

- A. Attend/Conduct Pre-construction Meeting
- B. Review Contractor submittals and shop drawings
- C. Perform five (5) Site Observations during construction activities
- D. Prepare site observation reports
- E. Respond to RFI's as needed during construction for work included in design scope
- F. Provide items/descriptions for Proposal Requests/Change Orders
- G. Coordinate with Contractor during construction.
- H. Review Applications for Payment (4 anticipated)
- I. Perform Substantial Completion walk-through (1 Site Visit) and develop punch list
- J. Perform Final Acceptance Walk-through (1 Site Visit)

Owner Responsibilities

To adequately support the completion of the project scope, Owner or Prime Consultant shall:

- Provide available base information for areas of design.
- Provide timely reviews/comments of design documents.
- Inform landscape architect of known issues and conditions which need to be addressed during construction.
- Provide decisions to changes of work in a timely manner to keep project on track.

Proposed Approximate Schedule:

Construction Documents:	June 1 – August 15, 2025
Bidding Period:	December 15, 2025 – January 16, 2026
Bid Opening:	Approx. January 16, 2026
Construction Period:	March 1 – June 30, 2026

Compensation:

Based upon our understanding of the project, our proposed total Lump Sum is noted below. Modifications to the scope or modifications to the schedule that significantly impact the working schedule and effort to complete the work may require modifications to the fee.

Task 1 - Construction Document Preparation	\$18,515.00
Task 3 - Bid Period Services	\$1,160.00
Task 4 - Construction Period Services	\$5,365.00
Reimbursables (Mileage)	\$706.00
Total Fees This Contract	\$25,746.00

No printing costs are included in this proposal. These will be invoiced at actual costs.

Our proposed fees are based upon our hourly rates which are as follows:

Principal Landscape Architecture	\$145.00
Senior Landscape Architect	\$145.00
Landscape Architect	\$115.00
Landscape Architect-in-training	\$85.00

*Tallgrass Proposal for Design Services
Mt. Moriah Cemetery Preservation 2026 Improvements*

Billing:

Tallgrass Landscape Architecture, LLC bills at the end of each month.

We are excited to work with you on this project that will benefit the City of Deadwood and continue to preserve this valuable historic resource.

Thanks again!



Tanya Olson, PLA

Tallgrass Landscape Architecture, LLC

413 North 4th Street, Custer, SD 57730 | office 605-673-3167 | cell 605-440-2254

tanya@tallgrasslandscapearchitecture.com

Authorization to Proceed with the Work Proscribed Herein

Signature: _____ Date: _____

Title: _____

Services not in contract

Additional Services (Not in this contract)

1. The following services are not part of this contract.
 - a. Land Surveying.
 - b. Detailed project scheduling (critical path, milestone completion dates, or other methods)
 - c. Geotechnical studies or reports.
 - d. Structural engineering services.
 - e. Archeological investigations or monitoring.
 - f. Special studies or reports.
 - g. Warranty review(s)

If needed, these services may be negotiated later.

\$250.00 APPLICATION FEE (NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

Property Owner's Name: APRIL GUSTAFSON - FIRST GOLD
Address: 270 MAIN STREET
City: DEADWOOD State: SD Zip: 57732
Telephone: 605-578-9777 Fax: _____

Business Name: FIRST GOLD / DEADWOOD 3 WHEEL RALLY
Address: 501 MAIN STREET - DAYS OF 76 EVENT COMPLEX
City: DEADWOOD State: SD Zip: 57732
Telephone: 605-578-9777 Fax: _____
ext 1103

EVENT CENTER ENTRANCE

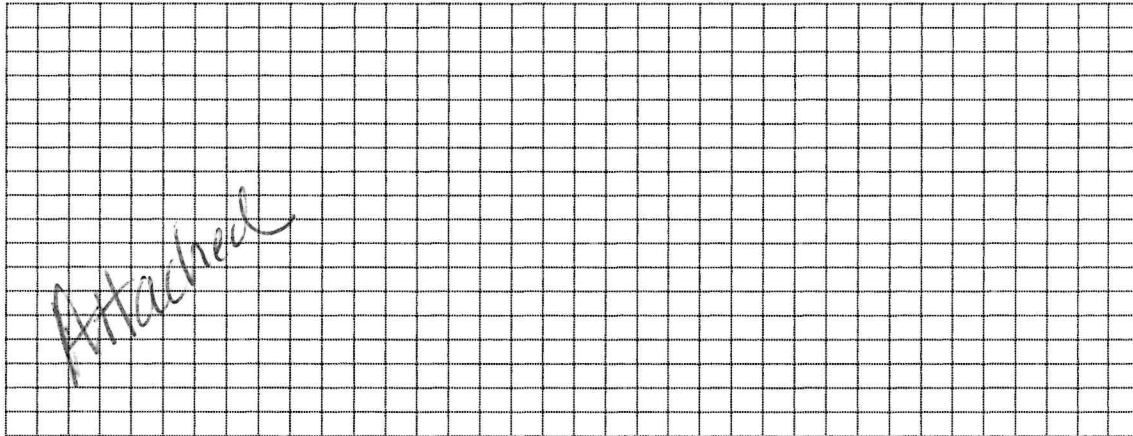
[illegible]

ATTACHED
4' x 12'



DESCRIPTION AND DIMENSIONS OF BANNER

Proposed Banner with dimensions < 96 Square Feet (photograph or sketch of proposed banner)



BANNER REQUIREMENTS

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

15.32.150 Allowed signs subject to permit.

- B. Banners are allowed only with an approved permit and when used in connection with a special or civic event sponsored by a not-for-profit organization or a government agency. A permit is available through the City, at a rate related to fees listed in the city fee schedule. A permit and fee applies to each banner, per calendar year - each banner shall require an application, each banner is subject to fee.
1. Special events shall be designated by the city commission annually by resolution.
 2. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city.
 3. Banners shall be allowed to be placed no sooner that seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event.
 4. Applicants are encouraged to include the City of Deadwood's logo on all banners to promote the branding of Deadwood.
 5. A permit must be reviewed and approved by the Zoning Administrator and the Code Official or their designee. Permits are not guaranteed to receive same day approval.
 6. All approved banners are issued permit stickers, which must be displayed on the banner at all times.
 7. Banners shall not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission.
 8. Banners shall be a single-piece with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols.

9. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events.
10. An applicant who wishes to appeal the decision of the Zoning Administrator and the Code Official may appeal to the planning and zoning commission as provided by statute.
11. Application for Banner Permits must be completed and received a minimum of forty eight (48) hours prior to intended installation.

15.32.170 Permit costs. Sign and banner permits shall be charged at a rate related to fees listed in the city fee schedule, per sign or banner - multiple signs may be included in one application, however, each sign in such application is subject to the fee. Each banner applied for must be on an individual application.

APPLICANT'S SIGNATURE(S)

 Applicant	5/22/25 Date	Michele Pierce Applicant	5/22/25 Date
D3WR@firstgold.com Email Address	_____ Email Address		

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

City Building Inspector	Date	Planning and Zoning Officer	Date
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APPEAL REQUIRED

This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

City Building Inspector	Date	Planning and Zoning Officer	Date
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WELCOME TO HISTORIC DEADWOOD



11th Annual Deadwood

3 Wheeler Rally

July 6-11, 2025

#D3WR

Banner Dimensions—4 ft wide by 12 feet long

To be hung at entrance of the Event Complex

CITY OF DEADWOOD

605-578-2600

REC#: 00201268 5/22/2025 2:30 PM

OPER: FRONT TERM: 001

REF#: 87780

TRAN: 2.1000 BANNERS PERMIT

FIRST GOLD HOTEL - BANNER

101-3000-207

BANNER PERMIT 200.00CR

TENDERED: 200.00 CHECK

APPLIED: 200.00-

CHANGE: 0.00

CITY OF DEADWOOD

605-578-2600

REC#: 00201437 5/29/2025 2:26 PM

OPER: FRONT TERM: 001

REF#: 87782

TRAN: 2.1000 BANNERS PERMIT

3-WHEELER RALLY BALANCE

101-3000-207

BANNER PERMIT 50.00CR

TENDERED: 50.00 CHECK

APPLIED: 50.00-

CHANGE: 0.00



Deadwood Volunteer Fire Department

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

Date: May 29, 2025

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference SonTech Vehicle Technologies

The Deadwood Fire Department is requesting permission to have SonTech in Rapid City, install the light and siren package and the 2 way radio on Brush #6 at a cost of not to exceed \$10,438.05. This purchase would come out of the equipment budget.

Thank You for your time and consideration.

Regards.

Charles Fetter

Deadwood Fire Dept.- Fire Technician



2451 Taggart Road
Rapid City, SD 57701
Phone: (605) 716-3440

Customer Info

Deadwood Volunteer Fire Department

737 Main Street
Deadwood, South Dakota 57732
605-578-1212

Estimate

DATE

5/29/2025

ESTIMATE NO.

V1140EST1-052925

Project/ Job

25 Ford F-550 Type 6 Upfit

Terms

Valid for 30 Days

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Whelen 9XS DUO WeCanX 54" Red/White & Blue/White with Rear Amber Traffic Advisor	1	\$1,702.60	\$1,702.60
2	Whelen Cencom Core	1	\$1,400.80	\$1,400.80
3	Whelen 21 Button Controller (Included with Core)	1		
4	Whelen SA315P Siren Speaker (Included with Core)	1		
5	Whelen Speaker Bracket for Ford Super Duty Series (Included with Core)	1		
6	Whelen SCANport OBDII Installation Kit for Cencom Core (Included with Core)	1		
7	Whelen Mini T-Series ION DUO Red/White	3	\$126.40	\$379.20
8	Whelen Mini T-Series ION DUO Blue/White	3	\$126.40	\$379.20
9	Whelen Mega T-Series Red/Amber/White	1	\$186.20	\$186.20
10	Whelen Mega T-Series Blue/Amber/White	1	\$186.20	\$186.20
11	AuxBeam 4" Pod LED	2	\$40.00	\$80.00
12	Havis VS 24" Wide Console for 21+ Ford Super Duty Series	1	\$689.25	\$689.25
13	Havis Equipment Plates for Mobile Radio, Light Controller (Included with Console)	1		
14	Havis Self-Adjusting Double Cup Holder	1	\$50.25	\$50.25
15	Havis Side Mount Armrest	2	\$72.75	\$145.50
16	Havis ChargeGuard	1	\$83.25	\$83.25
17	Power Distribution Package	1	\$425.00	\$425.00
18	Design, Installation and Programming	36	\$120.00	\$4,320.00
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Notes: Includes installation of agency supplied equipment; Mobile Radio.

SUBTOTAL \$10,027.45

SALES TAX

SUB TOTAL

SHIPPING/HANDLING \$410.60

ESTIMATE TOTAL \$10,438.05

Thank you for choosing SonTech Vehicle Technologies